CITY COUNCIL MEETING
February 3, 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 4, Consent Agenda, are considered to be routine by the City Council and will be enacted by one motion of the Council with no separate discussion. If separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request of a member of the City Council.

   a. Minutes of the January 21, 2025 City Council Meeting
   b. Approve Liquor License for Buckets Bar & Grill located at 900 NW R.D. Mize Road
   c. Resolution No. 09-2025 approving Disposition of Records
   d. Resolution No. 10-2025 approving a contract for replacement of Adams Pointe Golf Club irrigation pump
   e. Resolution No. 11-2025 approving a contract with Tyler Technologies for software services

4. Public Comment **– This section is reserved for public comment on Ordinances being considered at this meeting that do not require a public hearing.**

5. Introduction and readings of Bill No. 5290 rescinding Ordinance No. 5354 and approving a corrected Final Plat for Dutch Bros (PF-06-24-9178)

6. Introduction and readings of Bill No. 5291 authorizing a Hold Harmless Agreement with Blue Springs School District for recreation youth basketball programming

7. Presentation – Buy Blue Springs

8. 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.**

9. Councilmember Comments

10. Mayoral Announcements

11. Adjourn

Miscellaneous Items

Park Commission Meeting – Tuesday, February 4, 6:00 PM
Planning Commission Meeting – Monday, February 10, 6:30 PM
Public Arts Commission Meeting – Wednesday, February 12, 4:00 PM
Presidents' Day – **City Offices Closed –** Monday, February 17
Economic Development Council Meeting – Wednesday, February 19, 8:15 AM
Planning Commission Meeting – Monday, February 24, 6:30 PM
Public Safety Citizen Advisory Board Meeting – Tuesday, February 25, 6:00 PM
City Council Meeting – Monday, March 3, 6:00 PM

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

Adams Dairy Landing CID – FY 2023-24 Annual Report
Downtown Blue Springs CID – FY 2023-24 Annual Report
Fall Creek CID – FY 2023-24 Annual Report
North Blue Springs CID – FY 2023-24 Annual Report
Oaks at Woods Chapel CID – FY 2023-24 Annual Report
Sunset Plaza CID – FY 2023-24 Annual Report
White Oak CID – FY 2023-24 Annual Report

This Agenda was posted at City Hall and on the City's website on January 31, 2025.

Erin Ford, City Clerk

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

FROM: Christine Cates
City Administrator

DATE: January 31, 2025

SUBJECT: Agenda Explanations

Item 3b – Liquor License – Buckets Bar and Grill
Approve a new liquor license for Buckets Bar & Grill, LLC located at 1331 SW Westbound 40 Highway, Blue Springs, MO 64015 to sell intoxicating liquors by the drink for consumption on premises (weekdays only) and Sunday Sales. The liquor license application is due to an ownership change, adding a new partner. Refer to Council Information Form from City Development Senior Director Mike Mallon for additional information.

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

Item 3d – Replacement Irrigation Pump for Adams Pointe Golf Club
Adopt a Resolution approving a contract in the amount of $76,792.00 with Nuco Pump Sales and Service, LLC for replacement of Adams Pointe Golf Club irrigation pump. Refer to Council Information Form from Parks and Recreation Director Justin Stuart for more information.

Item 3e – Contract with Tyler Technologies for Software Services
Approval of a two-year contract with Tyler Technologies, Inc. for the migration of Tyler's Enterprise Permitting and Licensing software on City servers to a Software As A Service (SaaS) Agreement for Tyler to host the software remotely in the cloud, implementation of SaaS, implementation of eReviews for the online management of development project, building permit, and business license applications, and Tyler Assist Complete services. Refer to Council Information Form from City Development Senior Director Mike Mallon for additional information.

Items 5 – Dutch Bros Corrected Final Plat
Passage of a Bill rescinding Ordinance 5354 and approving the corrected Final Plat for Dutch Bros Coffee (PF-06-24-9178), located at 701 NW MO-7 Highway. Refer to Council Information Form from City Development Senior Director Mike Mallon for additional information.

Item 6 – Hold Harmless Agreement for Recreation Youth Basketball Programming
Passage of a Bill authorizing the execution of a Hold Harmless Agreement with Reorganized School District No. IV of Jackson County (hereinafter Blue Springs School District) for use of school gym facilities for recreation youth basketball programming. Refer to Council Information Form from Parks and Recreation Director Justin Stuart for more information.

Item 7 – Presentation – Buy Blue Springs
Blue Springs Chamber of Commerce President Lara Vermillion will introduce the 2024-2025 Chamber LEADership Class and Trish Totta will present the Buy Blue Springs/Discover Blue Springs Task Force program updates. Refer to Council Information Form from Economic Development Manager Josh Alexander for additional information.

CITY OF BLUE SPRINGS, MISSOURI
MINUTES OF COUNCIL MEETING
January 21, 2025

A meeting of the City Council of the City of Blue Springs, Missouri, was held on Tuesday, January 21, 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 – Assumed seat on the dais at 6:04
Galen Ericson
Kent Edmondson
Susan Culpepper

Also present were City Administrator Christine Cates, Attorney Lindsey Kolish, and City Clerk Erin Ford.

PLEDGE

Mayor Lievsay led in the pledge of allegiance.

CALL MEETING TO ORDER AND CONFIRMATION OF QUORUM

Mayor Lievsay called the meeting to order at 6:00 p.m. The City Clerk confirmed a quorum of the Council was present.

OATH OF OFFICE ADMINISTERED

City Clerk Erin Ford administered the Oath of Office to District 3 Councilmember Nick Brummel and Mr. Brummel assumed his seat on Council.

CONSENT AGENDA

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

- Minutes of the January 7, 2025 City Council Meeting.
- **Liquor License for Que Tal Pollo** located at 1605 SW 7 Highway, Blue Springs, MO 64014 to sell intoxicating liquors by the drink for consumption on premises (weekdays only) and Sunday Sales.
- **Resolution No. 07-2025** approving a purchase in the amount of $230,876.00 from Molle Chevrolet, Inc. for four 2025 Chevrolet Tahoe patrol vehicles.
- Boards and Commissions is as follows:
  Park Commission:
  New appointments:
  Greg Markway (term expiring 5/2027)
  Tony Lopez, Chair (term expiring 5/2025)
  Brian Markworth, Vice Chair (term expiring 5/2026)
- **Resolution No. 08-2025** approving a contract in the amount of $10,000.00 with Newkirk Novak Construction Partners, Inc., as the Construction Manager at Risk (CMAR) for preconstruction services for the renovation and expansion of the Public Works Operation Building. This project is approved as CIP BF-19.

The Consent Agenda was approved with the following vote:

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

PUBLIC HEARING – TOMMY'S CAR WASH REZONING (RZ-11-24-9418) AND PLANNED DEVELOPMENT CONCEPT PLAN (PDC-11-24-9419)

Mayor Lievsay opened the Public Hearing to consider a rezoning from General Business to Planned Development-Commercial and a Planned Development Concept Plan for Tommy's Express Car Wash to allow for the demolition of the current site and development of an express car wash for the property located at 509 NW 7 Highway (PDC-11-24-9419 and RZ-11-24-9418) at 6:02 p.m. The minutes of the public hearing were recorded by a certified court reporter. City Clerk Erin Ford entered one exhibit into the record.

STAFF REPORT

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

APPLICANT

Applicant representatives Rob Heise and Kasey Graham were present and addressed questions from Council.

The Mayor hearing no further comments for or against, closed the public hearing at 6:45 p.m.

INTRODUCTION AND 1ST READING – BILL NO. 5286 – TOMMY'S CAR WASH REZONING (RZ-11-24-9418) AND PLANNED DEVELOPMENT CONCEPT PLAN (PDC-11-24-9419)

Councilmember Kaylor introduced Bill No. 5286 approving a rezoning from General Business to Planned Development-Commercial and a Planned Development Concept Plan for Tommy's Express Car Wash to allow for the demolition of the current site and development of an express car wash for the property located at 509 NW 7 Highway. City Clerk Erin Ford made the first reading of Bill No. 5286 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Culpepper moved to approve Bill No. 5286 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Tholen and carried with the following vote:

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

2ND READING – BILL NO. 5286

Ms. Ford made the second reading of Bill No. 5286 by title. Councilmember Edmondson moved to adopt Bill No. 5286 upon its second reading and give it **ORDINANCE NO. 5391,** 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 – No
Edmondson – Aye
Culpepper – Aye
Kaylor – No
Tholen – Aye
Mayor Lievsay – No

PUBLIC COMMENTS

Resident Ken Horrell spoke in support of the new Public Comments section added to the Agenda.

PRESENTATION – CITY STRATEGIC PLANNING PROCESS

Berry, Dunn, McNeil & Parker, LLC Senior Consultant Jen Ferguson presented a virtual kick-off orientation for the City Strategic Planning process.

INTRODUCTION AND 1ST READING – BILL NO. 5287 – LEGAL COUNSEL FOR CONDEMNATION AND EASEMENT NEGOTIATIONS

Councilmember Kaylor introduced Bill No. 5287 authorizing legal counsel to institute condemnation proceedings if property interests cannot be acquired by purchase through good faith negotiations and authorizing the City to acquire and accept permanent right-of-way and easements. City Clerk Erin Ford made the first reading of Bill No. 5287 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Culpepper moved to approve Bill No. 5287 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Ericson and carried unanimously.

2ND READING – BILL NO. 5287

Ms. Ford made the second reading of Bill No. 5287 by title. Councilmember Edmondson moved to adopt Bill No. 5287 upon its second reading and give it **ORDINANCE NO. 5392** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Tholen and carried with the following vote:

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

INTRODUCTION AND 1ST READING – BILL NO. 5288 – CALL FOR ELECTION – CHARTER AMENDMENTS

Councilmember Kaylor introduced Bill No. 5288 calling an election to amend the Charter of the City of Blue Springs and providing for submissions of the Charter amendments to the qualified voters of the City for their approval at the general election called and to be held in the City on April 8, 2025. City Clerk Erin Ford made the first reading of Bill No. 5288 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Culpepper moved to approve Bill No. 5288 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Tholen and carried unanimously.

MOTION TO AMEND

Councilmember Ericson moved to add the Charter Review Commission's recommended edits to Section 3.12.D to Ballot Question 1, which would require that for roll call votes, the Mayor shall be called in the City Council seating order, rather than last. Motion seconded by Councilmember Kaylor and **failed** with a vote of 2-5 with Councilmembers Tholen, Brummel, Edmondson, Culpepper and Mayor Lievsay voting no.

MOTION TO AMEND

Councilmember Ericson moved to add the Charter Review Commission's recommended edits to Sections 3.4 and 4.3 as an additional Ballot

Question, which would establish four terms of three years for Councilmembers, four terms of four years for the Mayor, and that these limits do not apply to terms served due to a vacancy or terms that commenced prior to May 1, 2025. Motion seconded by Councilmember Kaylor and **failed** with a vote of 2-5 with Councilmembers Tholen, Brummel, Edmondson, Culpepper and Mayor Lievsay voting no.

2ND READING – BILL NO. 5288

Ms. Ford made the second reading of Bill No. 5288 by title. Councilmember Edmondson moved to adopt Bill No. 5288 upon its second reading and give it **ORDINANCE NO. 5393,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Tholen and carried with the following vote:

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

INTRODUCTION AND 1ST READING – BILL NO. 5289 – PURPLE HEART SIGNAGE

Councilmember Kaylor introduced Bill No. 5289 approving an agreement with the Missouri Highways and Transportation Commission, in care of the Missouri Department of Transportation, for the placement of Purple Heart City signage at two locations along Missouri State Route 7 Highway. City Clerk Erin Ford made the first reading of Bill No. 5289 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Culpepper moved to approve Bill No. 5289 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Tholen and carried unanimously.

2ND READING – BILL NO. 5289

Ms. Ford made the second reading of Bill No. 5289 by title. Councilmember Edmondson moved to adopt Bill No. 5289 upon its second reading and give it **ORDINANCE NO. 5394,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Tholen and carried with the following vote:

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

MAYORAL ANNOUNCEMENTS

January 20 was Martin Luther King Jr. Day and Mayor Lievsay shared his quote, “Everybody can be great because anybody can serve.”

Welcome and congratulations to new Councilmember Nick Brummel.

The Parks and Recreation Department will host Daddy Daughter Dances on January 31 and February 1.

ADJOURNMENT

At 7:17 p.m., there was no further business to come before the Council, Councilmember Kaylor moved the meeting be adjourned. Motion seconded by Councilmember Tholen 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: January 13, 2025

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

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

ISSUE/REQUEST

Approve a new liquor license for Buckets Bar & Grill, LLC located at 1331 SW Westbound 40 Highway, Blue Springs, MO 64015 to sell intoxicating liquors by the drink for consumption on premises (weekdays only) and Sunday Sales. The liquor license application is due to an ownership change, adding a new partner.

BACKGROUND/JUSTIFICATION

The Managing Agent for Buckets Bar & Grill, LLC is Rebecca Plattner located at 900 NW R.D. Mize Road, Blue Springs, MO 64015.

FINANCIAL IMPACT

Contractor:	Buckets Bar & Grill LLC dba Buckets Bar & Grill LLC Buckets Bar & Grill, LLC
Amount of Request/ Contract:	N/A
Amount Budgeted:	N/A
Budget Year:	FY 2024-2025
Funding Source/Account #:	N/A
Revenue to be Received:	$312.50
Revenue Account No.	100-00000-410200

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
February 4, 2025	June 30, 2025

STAFF RECOMMENDATION

Staff recommends approval.

LIST OF REFERENCE DOCUMENTS ON FILE WITH THE BUSINESS SERVICES DIVISION

1. All documents have been submitted to the Business Services Division. A background check has been approved by Bob Muenz (Chief of Police) and approvals from Mike Mallon (Senior Director City Development) are on file in the Business Services Division. Individual statement of Personal Property Tax owned for Managing Agent, Certificate of Voter Registration for Managing Agent, drawing of the interior premises to be covered by this

license, copy of the current lease, and a photo of the Managing Agent are on file with the Business Services Division. 2. Application for a Business License is on file with the Business Services Division

REVIEWED BY:

Requesting Director: ***Mike Mallon***	Budget: ***Lori Turner***
Legal: ***N/A***	City Administrator: ***Christine Cates***

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: January 14, 2025

SUBMITTED BY: Erin Ford **DEPARTMENT: Administration**

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

ISSUE/REQUEST

Adopt a Resolution to approve the disposition of Information Technology and Finance department records which have met the required retention period as prescribed by the Blue Springs Records Retention, Management, and Destruction Policy dated November 28, 2016 and in accordance with the Missouri Secretary of State's records retention guidelines.

BACKGROUND/JUSTIFICATION

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

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
Immediately	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with disposition list attached as Exhibit A

REVIEWED BY:

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

Resolution No. 09-2025

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

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

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

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

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

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

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

Section 3. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk, 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 3rd day of February 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

Exhibit A

The City of Blue Springs Missouri

DISPOSITION LIST

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

BOX NO. / Item	Date of Record(s)	Contents	Destruction Date
N/A		All data, media, and content captured through third-party	Ongoing per policy
		cameras, excluding records that have been retained	
		for official investigative or other legal purpose.	
FIN-ID886	2007-2019	Work Service Orders PWSD#13	02/04/2025
	2005-2019	DNR WPC Fee Calc Reports for sewer avgs	02/04/2025

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

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: January 10, 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 in the amount of $76,792.00 with Nuco Pump Sales and Service, LLC for replacement of Adams Pointe Golf Club irrigation pump.

BACKGROUND/JUSTIFICATION

The Adams Pointe Golf Club relies on water to ensure the course is kept in playable condition for visitors. To irrigate the facility, water is piped into existing ponds on the course from nearby Lake Remembrance. The water is then pumped out of the ponds by an irrigation pump on the course. This pump receives a lot of wear and tear and has exceeded its useful life. Should the pump have a catastrophic failure, the course would be left without a watering source for several months creating costly turf repairs and substantial lost revenue. This would have detrimental effects on the revenue generated by Adams Pointe. The expected useful life for the new pump is 15-20 years, depending on the amount of annual usage.

Staff worked with Nuco Pump Sales and Service, LLC to provide a quote for the pump replacement for the system. There are no other vendors in the area that support and/or provide service for the type of irrigation system used at the Adams Pointe Golf Club, thus making them a sole source provider.

Staff recommends entering into a contract with Nuco Pump Sales and Service, LLC for the purchase and installation of a new irrigation pump at the Adams Pointe Golf Club for an amount of $76,792.00. A budget amendment will be submitted for approval utilizing funds from the golf course revenue account.

FINANCIAL IMPACT

Contractor:	Nuco Pump Sales and Service, LLC
Amount of Request/ Contract:	$ 76,792.00
Amount Budgeted:	$0
Budget Year:	FY 2024/25
Funding Source/Account #:	420-73000-544100 PR-04
Account Balance:	$0 Date: 1/10/2025
Additional Funds Needed:	$76,792.00
Funding Source/Account #:	Budget Amendment will be completed utilizing funds from golf course revenues
Revenue to be Received:	NA
Revenue Account No.	NA

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
February 3, 2025	September 30, 2025
Years and Months Contract in effect	**Number of times renewable**
8 months	

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. Resolution with Contract attached as Exhibit A

REVIEWED BY:

Requesting Director: ***Justin Stuart***	Budget: ***Karen Van Winkle***
Legal: ***Jennifer Baird***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

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

Wage Order, by reference	☐	Wage Order Number:
IRS Form W-9:	☒	
Bid/RFP/RFQ: (submit all)	☐	
Bid/RFP/RFQ Tabulation:	☐	
Bid Waiver: (less than three bids)	☒	
Contractor address and email:	☒	Nuco Pump Sales and Service, LLC 1270 Office Plaza Dr West Des Moines, IA 50288 Andy Jones ajones@nucopps.com
Project Exemption Certificate needed:	☐	
Other:	☐	

A RESOLUTION APPROVING A CONTRACT WITH NUCO PUMP SALES AND SERVICE, LLC FOR REPLACEMENT OF ADAMS POINTE GOLF CLUB IRRIGATION PUMP

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

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

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

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

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

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

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

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

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

WHEREAS, the Parks and Recreation Department prepared specifications and secured quotations for replacement of the irrigation pump at Adams Pointe Golf Club; and

WHEREAS, the Department secured pricing for the pump and now recommends that the City award a contract to Nuco Pump Sales and Service, LLC, for work based on scope of services in the amount of $76,792.00.

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 Nuco Pump Sales and Service, LLC for replacement of the irrigation pump at Adams Pointe Golf Club in the amount of $76,792.00. 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, including submitting a FY 2024-25 budget amendment to Council for approval.

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 3rd day of February 2025.

CITY OF BLUE SPRINGS

ATTEST: Chris Lievsay, Mayor

Erin Ford, City Clerk

EXHIBIT A

EFFECTIVE DATE: February 3, 2025	TERMINATION DATE: September 30, 2025	CONTRACT NUMBER:

CITY	CONTRACTOR
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**	**Nuco Pump Sales and Service, LLC** **1270 Office Plaza Dr** **West Des Moines, IA 50288**
Department: Parks and Recreation	Attention: Andy Jones
Phone: 816-228-0137	Phone: 816-863-7335

CONTRACTOR 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.

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

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

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

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

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

7. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this contract exceed, the sum of **$76,792.00** unless agreed to by City and Contractor in writing.

8. **Termination of Contract.**

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

of the Contractor under this contract shall at the option of the City become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such project; provided, that the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Contractor. If this Contract is terminated, Contractor shall assist City in the orderly termination of services, including timely transfer of services to another designated contractor. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

b. **Termination for Convenience.** The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Further, all finished or unfinished deconstruction, reconstruction, new construction, repairs, materials, drawings, plans, specifications, and other documents as required of the Contractor under this Contract shall at the option of the City become its property. If this Contract is terminated, Contractor shall assist City in the orderly termination of services, including timely transfer of services to another designated contractor. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

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

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

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

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

not purchase materials or begin work on this contract until this occupational license has been obtained.

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

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

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

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

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

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

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

18. **Insurance.** Contractor agrees to maintain insurance as set forth below and provide to City certificates of coverage evidencing said coverage at the time of signing of this contract and on each anniversary of such insurance coverage during the term of this contract and any renewals, which certificates, if available and possible, contains a provision that the policy will not be

cancelled unless and until thirty (30) days' notice of said cancellation has been given to the City, but, in any event, the Contractor, any time after the Contract has been signed, shall notify the City of any impending cancellation, actual cancellation, termination or nonrenewal of the policy by faxing or delivering to the City a copy of the insurer's cancellation, termination or nonrenewal notice to Contractor within two (2) business days of Contractor's receipt of said notice. Contractor shall also advise the City in writing within two (2) business days of any oral or other advisement by the insurer of any impending cancellation, actual cancellation, termination or nonrenewal of the policy. (If the City gives written permission for some of the work under this contract to be subcontracted or it is subcontracted, Contractor shall assure that the subcontractor has the insurance set forth below and that the City and Contractor are listed as an additional insured on all of subcontractor's policies):

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

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

c. Workers' Compensation: statutory requirements.

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

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

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

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

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 Act, or any other federal or state law.

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

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

f. All the provisions in this Agreement are subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes. Further, this contract, and any part of it, is not intended to act as a waiver or limitation of City, or any of its officer's, agent's or employee's rights and/or defenses with regard to sovereign or any other immunity or defense under Federal Law, Missouri Law or Municipal Regulation.

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

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

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

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

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

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

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

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

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

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

24. **Enrollment in Work Authorization Program and Affidavit Concerning Employment of Unauthorized Aliens.** If this contract, awarded to a business entity, is in excess of five thousand dollars, the business entity, and any subcontractors of the business entity, shall, by sworn affidavit and provision of documentation, affirm its or their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. (*Note: If the contract is not in excess of five thousand dollars, this provision does not apply and the affidavit need not be signed.*) Every such business entity, and any subcontractors of the business entity, shall also affirm by the affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A subcontractor shall provide similar affidavit and documentation to the Contractor at the time the subcontractor is hired pursuant to Section 15 CSR 60-15.020. A federal work authorization program is any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L.99-603. *A business entity is any person or group of persons performing or engaging in any activity,*

enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term business entity shall include but not be limited to self-employed individuals (except it shall not include a self-employed individual with no employees), partnerships, corporations, contractors, and subcontractors.

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

Work Authorization Affidavit

STATE OF MISSOURI)
) ss.
COUNTY OF Platte)

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

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

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

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

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

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

1. My name is Andy Jones and I am currently the President of Nuco Pump Sales and Service (hereinafter "Company"), whose business address is 1308 East St, Parkville, MO 64152, 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

Andy Jones
Printed Name

Subscribed and sworn to before me this 29th day of January, 2025.

SEAL

BROOKE DIEMER
Notary Public - Notary Seal
STATE OF MISSOURI
Platte County
My Commission Expires: April 17, 2028
Commission # 24105282

Brooke Diemer
Notary Public

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

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

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

28. **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.

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

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

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

NUCO PUMP SALES AND SERVICE, LLC

By: _____
Name: Andy Jones
Title: President

CITY OF BLUE SPRINGS, MISSOURI

_____
Christine Cates, City Administrator

APPROVED AS TO FORM

_____
Jennifer M. Baird, City Attorney

Exhibit 1 to Contract **Scope of Work**		
Name of Contractor	Nuco Pump Sales and Service, LLC	
Scope of Work (Job Description)	The replacement of the irrigation system pump for Adams Pointe Golf Club with the following: • New 100 HP Pump Assembly • Powder Coated 8” Fab Discharge Head • John Crane Mechanical Seals to keep water from leaking on the skid • Steading bushings to stabilize the shafting/mechanical seal • 17’ Set, Basket Strainer • 8” Silent Check Valve Attachments: 1) Nuco Proposal as Attachment 1 2) Prevailing Wage Order # 31, by reference	
Start Date	February 3, 2025	
Interim Deadlines (if applicable)	**Date**	**Phase of Project To Be Completed**
Final Completion Deadline	September 30, 2025	
Reimbursable Expenses	☒ None ☐ Travel, Lodging, Meals, Phone Calls, Copying, Postage	
Maximum Payment	$ 76,792.00	Maximum payment for services rendered
	$	Maximum amount of expenses to be reimbursed
	$ 76,792.00	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 1

ESTIMATE

Nuco Pump Sales and Service
1270 Office Plaza Dr
West Des Moines, IA 50266

ajones@nucopss.com
+1 (816) 863-7335

Bill to
Adams Pointe Golf Club
1601 R.D. Mize Road
Blue Springs, MO 64014

Ship to
Adams Pointe Golf Club
1601 R.D. Mize Road
Blue Springs, MO 64014

Estimate details
Estimate no.: 56952
Estimate date: 09/19/2024

PO #: Replacement VT

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Pump Station Repairs**	- R&R V/T Pumps - New 100 HP Pump Assembly - Powder Coated 8" Fab Discharge Head - John Crane Mechanical Seals to keep water from leaking onto the skid. - Steading bushings to stabilize the shafting/mechanical seal. - ~17' Set, SS Basket Strainer - 8" Silent Check Valve per pump - Includes, labor, materials and crane to complete job. - Reuse new motors that were installed last spring.	2	$38,396.00	$76,792.00

Total **$76,792.00**

Accepted date

Accepted by

WARTH
INSURANCE AGENCY

January 28, 2025

City of Blue Springs
903 W. Main Street
Blue Springs, MO 64105

Re: Payment Bond

Warth Insurance Agency, on behalf of NUCO Pump Sales and Service, LLC shall furnish to the City of Blue Springs, a payment bond from West Bend Mutual insurance Company in the amount of the contract.

Respectfully,

Karin Warth

Karin Warth
Agent
Warth Insurance Agency

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: January 26, 2025 **CONTRACT NO.**

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

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

ISSUE/REQUEST

Approval of a two-year contract with Tyler Technologies, Inc. for the migration of Tyler's Enterprise Permitting and Licensing software on City servers to a Software As A Service (SaaS) Agreement for Tyler to host the software remotely in the cloud, implementation of SaaS, implementation of eReviews for the online management of development project, building permit, and business license applications, and Tyler Assist Complete services.

BACKGROUND/JUSTIFICATION

The migration of Tyler's Enterprise Permitting & Licensing to a Software as a Service (SaaS) in which Tyler Technologies will host the software in the cloud rather than the City continuing to host the software on servers physically at the City is necessary to provide critical support to the City's continued use of the software for development applications, permits, and licensing. The costs to the City of hosting the software on City servers continue to increase as more servers are needed and staff time is utilized to maintain the software, including upgrades from time to time. Further, having Tyler host the software in the cloud will make the City less vulnerable to cyber security risks.

The one-time fees as outlined in the agreement are $25,600 for implementation and setup of the SaaS and eReviews, and recurring annual fees of $137,900 for annual hosting of the software and Tyler Assist Complete, for a contract total of $163,500 for the first year, and $137,900 annually thereafter.

Implementation of eReviews will better organize and coordinate the electronic review of development applications, plans, building permits and licensing through an internal portal rather than relying on email communication which has proven to be complicated, hard to follow and has resulted in lost plan submittals, lost reviews and delays in overall review and approval process. The new internal eReview portal should be built and ready for staff use within 6 months.

Tyler Assist Complete services will provide additional support services to the City for the migration to SaaS. This includes assistance with the implementation, setup and troubleshooting with eReviews. Additionally, the services will support the continued buildout of the current Citizen Self Service (CSS) portal.

The updated portal will allow for improvements in all areas of Community Development. Citizens, business, contractors and developers will be able to utilize new and additional online services. These services include greater access to information regarding building permits and business licensing, increased availability in submitting plans and development applications,

improved ability for inspection scheduling and the ability to pay invoices online.

The City has made a dedicated effort to improve processes which allow more online access for citizens to do business with the City. The initial upgrade from the Citizen Access Portal to the CSS Portal in early 2020 provided additional availability for limited electronic and paperless submission of forms and payment. The full buildout of the CSS system will substantially increase the amount of services available to the public through online access. In addition, Tyler Assist services will increase the amount of information available to the public regarding building and development activities throughout the City.

FINANCIAL IMPACT

Contractor:	Tyler Technologies, Inc.
Amount of Request/ Contract:	$ 163,500
Amount Budgeted:	$ 176,050
Budget Year:	FY 2024-3025
Funding Source/Account #:	100-12500-530850
Account Balance:	$145,518.50 (Current renewal of software in November 2024 in the amount of $32,131.50 will be pro rata credited towards contract cost) Date: 1/26/2025

PROJECT TIMELINE

Estimated Start Date	**Estimated End Date**
February 4, 2025	February 4, 2027
Years and Months Contract in effect	**Number of times renewable**
2 years	None

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with Service As A Software Agreement attached as Attachment 1.

REVIEWED BY:

Requesting Director: ***Mike Mallon***	Budget: ***Karen Van Winkle***
Legal: ***Jennifer Baird***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

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

Resolution No. 11-2025

A RESOLUTION APPROVING A TWO-YEAR CONTRACT WITH TYLER TECHNOLOGIES, INC. (TYLER) FOR THE MIGRATION OF TYLER'S ENTERPRISE PERMITTING & LICENSING SOFTWARE ON CITY SERVERS TO A SOFTWARE AS A SERVICE (SAAS) AGREEMENT FOR TYLER TO HOST THE SOFTWARE REMOTELY IN THE CLOUD, IMPLEMENTATION OF SAAS, IMPLEMENTATION OF EREVIEWS FOR THE ONLINE MANAGEMENT OF DEVELOPMENT PROJECT, BUILDING PERMIT, AND BUSINESS LICENSE APPLICATIONS, AND TYLER ASSIST COMPLETE SERVICES

WHEREAS, the City originally purchased the Energov community development software in 2006, added business licensing modules in 2007, upgraded the software numerous times, and implemented the Citizen Self Service Portal in 2019; and

WHEREAS, the migration to Software as a Service (SaaS) will allow the City to not have the continued expenses in hardware, software and staff time to maintain the software on servers at the City and will reduce cyber security risks; and

WHEREAS, the implementation of eReviews electronic plan review software will allow the City to provide better services to developers, builders, and businesses in the City by offering more options for electronic plan review, approval, and permit issuance; and

WHEREAS, the City has made a dedicated effort to improve processes which allow more online access for citizens to do business with the City; and

WHEREAS, the implementation of eReviews electronic plan review software will allow the City to provide better services to developers, builders, and businesses in the City in the form of electronic plan review, approval, and permit issuance.

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 two-year contract between the City of Blue Springs and Tyler Technologies, Inc. for Service as a Software remote hosting of Tyler's Enterprise Permitting and Licensing Software, implementation of eReviews and Tyler Assist Complete in the amount of $163,500 for the first year, and $137,900 annually thereafter. A copy of the Contract is attached hereto as "Attachment 1" 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 3rd day of February 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the City of Blue Springs, Missouri.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.

- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party SaaS Services"** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties' products or services, as applicable, and attached or indicated at Exhibit D.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms

and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

   3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.

6. SaaS Services.

   6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same

information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.

6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.7 We provide secure Data transmission paths between each of your workstations and our servers.

6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the

Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts

to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as you timely pay applicable fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

   9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

   9.2 provide support during our established support hours;

   9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) week's advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant access to the Third Party Software.

   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

   3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

   2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

   2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

   2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

   2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

   1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

4. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE**

LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

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

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.

19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: Kimberly G Watson

Name: Kimberly Watson

Title: Senior Corporate Attorney

Date: January 28, 2025

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

City of Blue Springs, Missouri

By: _____

Name: Christine Cates

Title: City Administrator

Date: _____

Address for Notices:
City of Blue Springs
903 W. Main Street
Blue Springs, MO 64015-3709
Attention: _____

Approved as to form:

Jennifer Baird

Jennifer Baird, City Attorney

Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date.

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Quoted By:	Ally Maddox
Quote Expiration:	2/28/25
Quote Name:	Blue Springs MO - SaaS Flip

Sales Quotation For:
City of Blue Springs
903 W Main St
Blue Springs MO 64015-3709
Phone: +1 (816) 228-0107

Tyler SaaS

Description	Term	Monthly Fee	Users/Units	Annual Fee
Enterprise Permitting & Licensing Core Software				
Enterprise Permitting & Licensing User		$ 192	20	$ 46,000
Enterprise Permitting & Licensing Foundation		$ 1,583	1	$ 19,000
Business Management Suite		$ 916	1	$ 11,000
Community Development Suite		$ 916	1	$ 11,000
Enterprise Permitting & Licensing Extensions				
eReviews		$ 1,250	1	$ 15,000
Sub-Total:				$ 102,000
Less Discount				*$ 4,100*
TOTAL	**1.00**			**$ 97,900**

Tyler Annual Services

Descripton	Users/Units	Annual Fee
Recurring Services		
Assist Complete	1	$ 40,000
TOTAL:		**$ 40,000**

Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Professional Services				
Professional Implementation Services - Remote	64	$ 200	$ 12,800	$ 0
Project Management Services - Remote	24	$ 200	$ 4,800	$ 0
SaaS Migration Implementation Assistance	48	$ 0	$ 0	$ 0
Training Services - Remote	40	$ 200	$ 8,000	$ 0
TOTAL:			**$ 25,600**	**$ 0**

Summary	**One Time Fees**	**Recurring Fees**
Total SaaS		$ 97,900
Total Services	$ 25,600	$ 40,000
Total Third-Party Hardware, Software, Services	$ 0	$ 0
Summary Total	**$ 25,600**	**$ 137,900**
Contract Total	**$ 163,500**	

Optional Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Professional Services				
Professional Implementation Services - Remote	48	$ 200	$ 9,600	$ 0
Project Management Services - Remote	164	$ 200	$ 32,800	$ 0
Executive Insights Professional Implementation Services - Remote	20	$ 200	$ 4,000	$ 0
Executive Insights Project Management Services	4	$ 200	$ 800	$ 0
TOTAL			**$ 47,200**	**$ 0**

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
    - Implementation and other professional services fees shall be invoiced as delivered.
- Expenses associated with onsite services are invoiced as incurred.

Comments

SaaS Monthly Fees are rounded to the nearest dollar. The Annual Fee value represents the cost to the customer.

Enterprise Permitting & Licensing Foundation includes GIS for EPL Users, Core Foundation Bundle, Advanced Automation Bundle, Data & Reporting Access, Report Toolkit, EPL API Toolkit and 1 TB of Storage

Business Management Suite includes Civic Access for Business Management and Business Management Executive Insights

Community Development Suite includes Civic Access for Community Development and Community Development Executive Insights

Enterprise Permitting & Licensing User includes back-office and Workforce Mobile access

eReviews enables electronic review and markup of submitted plans and other documentation by client personnel. eReviews requires Bluebeam Studio Prime, at an estimated yearly subscription cost of $3,000/100 users. eReviews also requires Bluebeam Revu licenses for agency staff that is involved in the review, markup, and management of electronic plans. Bluebeam Revu licenses are approximately $300 per user per year. Bluebeam Studio Revu and Bluebeam Prime are to be purchased separately by the client.

Year 1 SaaS Fees are prorated to align with the existing agreement. Year 2 SaaS Fees renewed annually thereafter at the rates included in this proposal. After Year 2, SaaS Fees are auto-renewed annually at then current rates.

Enterprise Permitting And Licensing - SaaS

Includes:
Application Access
Annual Maintenance & Support Fees
Hosting Fees
Disaster Recovery (Tyler SaaS products only)
1 TB Storage Standard

Software Access (details below):
20 EPL Users - Access to all Suites, including Workforce Mobile Applications (IG Inspect and IG Enforce)
Community Development Suite
Business Management Suite
Civic Access for Community Development
Civic Access for Business Management
Executive Insights for Community Development (NEW)
Executive Insights for Business Management (NEW)
eReviews (NEW)
ESRI GIS Integration
Community Development API Toolkit
Report Toolkit

Services Subscriptions Included:
Tyler Assist Complete
- Up to 400 Hours of Implementation Consulting Services per year for configuration modifications and training
- EPL DBA Services
- Report Modifications
- Virtual Labs
- Investment Assessment Every 18 months
- Tyler Connect Registration Code - 1 Per Year

eReviews Implementation Services Included:
- Implementation Consulting Services (Remote): 64 hours
- Project Management Services (Remote): 24 hours
- eReviews and Review Coordinator Training Services (Remote): 40 hours

eReviews Optional Services to set up any fees associated with item reviews or fees:
- Implementation Consultant (Remote): 48 hours
- Project Manager (Remote): 16 hours

Executive Insights Optional Services to Implement EI product for Community Development and Business Management modules:
- Implementation Consultant (Remote): 20 hours
- Project Manager (Remote): 4 hours

One-time Services Included for SaaS Migration:
SaaS Migration Implementation Assistance - Up to 48 hours of regression testing assistance and project management services, no charge

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eReviews Implementation Scope Notes:

Delays in completion, reviews, and/or acceptance of any deliverable by the client which extends the duration of the project are subject to the change control process for additional costs incurred by the delay, including but not limited to additional service hours for project management, consulting and training.

Implementation service hours are scheduled and delivered in four (4) or eight (8) hour increments.

eReviews enables electronic review and markup of plan submittals and other documentation by client personnel. eReviews requires a Bluebeam Core or Complete software seat license for each reviewer (estimated at $300/user annually) and a subscription to Bluebeam Studio Prime (estimated at $2500/100 users annually) to be purchased separately by client. Further pricing detail is available upon request.

Conversion: There are no conversion services included in the scope of this implementation.

Report Development: There are no custom documents or reports included in the scope of this implementation.

Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. Other Tyler Software and Services.
   2.1 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
   2.2 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
   2.3 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
   2.4 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
   2.5 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
   2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning

document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

2.7 *Web Services*: Annual fees for web services are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

2.8 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

3. Third Party Products and Hardware.
   3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
   3.2 *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when we make it available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
   3.3 *Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
   3.4 *Hardware Maintenance*: The first year maintenance fee for Hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
   3.5 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
   3.6 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

6. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the SaaS Term.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

   B. Baggage Fees

   Reimbursement of personal baggage charges are based on trip duration as follows:

   - Up to five (5) days = one (1) checked bag
   - Six (6) or more days = two (2) checked bags

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

   Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

   All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

   When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

   The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

   Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

Exhibit C
SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions.

Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the live production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable month. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	**Client Relief**
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.

Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

(1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most "how-to" and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
(2) Email – for less urgent situations, users may submit emails directly to the software support group.
(3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
(2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
(3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of

such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

Exhibit D
Third Party Terms

INTENTIONALLY LEFT BLANK

Blue Springs, MO EPL SaaS Agreement 012825

Final Audit Report 2025-01-28

Created:	2025-01-28
By:	Stacey Gerard (stacey.gerard@tylertech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbiSluf2tkC9lu4ilpoOogSuZOQavOhIj

"Blue Springs, MO EPL SaaS Agreement 012825" History

Document created by Stacey Gerard (stacey.gerard@tylertech.com)
2025-01-28 - 8:34:42 PM GMT- IP address: 163.116.144.43

Document emailed to Kimberly Watson (kimberly.watson@tylertech.com) for signature
2025-01-28 - 8:35:27 PM GMT

Email viewed by Kimberly Watson (kimberly.watson@tylertech.com)
2025-01-28 - 8:41:22 PM GMT- IP address: 104.28.55.228

Document e-signed by Kimberly Watson (kimberly.watson@tylertech.com)
Signature Date: 2025-01-28 - 8:41:58 PM GMT - Time Source: server- IP address: 207.182.208.2

Agreement completed.
2025-01-28 - 8:41:58 PM GMT

tyler technologies | Powered by Adobe Acrobat Sign

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: January 17, 2025

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

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

ISSUE/REQUEST

Passage of a Bill rescinding Ordinance 5354 and approving the corrected Final Plat for Dutch Bros Coffee (PF-06-24-9178), located at 701 NW MO-7 Highway.

BACKGROUND/JUSTIFICATION

On June 6, 2024, the applicant, Jay O'Dell of Aubry Enterprises, submitted a Planning Application on behalf of the property owner, Kavaso Investments, for the Dutch Bros Coffee Final Plat. This property is approximately 0.506 +/- acres and is zoned "GB" (General Business). The Final Plat consists of one lot.

On August 19, 2024, the City Council approved Ordinance 5354 for the Dutch Bros Coffee Final Plat.

The Final Plat for Dutch Bros Coffee, submitted on January 15, 2025, for final signatures, contains discrepancies, including an incorrect legal description reference. A corrected Final Plat has been submitted for approval. The attached Ordinance for the corrected Final Plat for Dutch Bros Coffee supersedes and rescinds Ordinance 5354.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
February 3, 2025	N/A

STAFF RECOMMENDATION

Staff recommends approval of the Final Plat application with conditions:

1. Approval based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the Unified Development Code.
2. Prior to Building Permit Issuance, the Final Plat must be recorded with Jackson County, Missouri.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Planning Commission
Date:	August 12, 2024

Action:	Recommended Approval of the Final Plat
Name of Board or Commission:	City Council
Date:	August 19, 2024
Action:	Approved the Final Plat for Dutch Bros Coffee

ECONOMIC DEVELOPMENT PROJECT

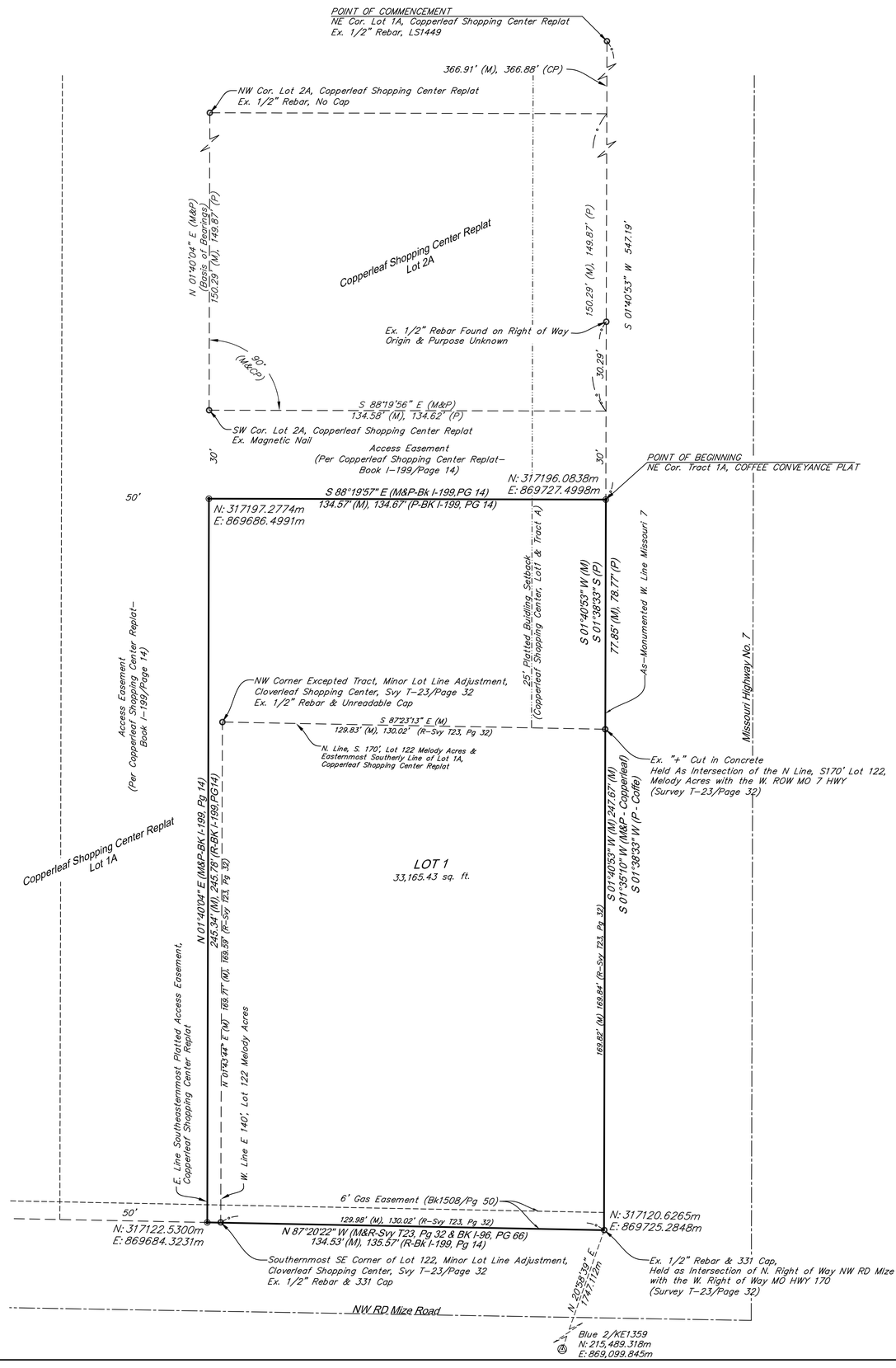
N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Corrected version of Final Plat of Dutch Bros Coffee
2. Bill approving the Final Plat

REVIEWED BY:

Requesting Director: ***Mike Mallon***	Budget: ***N/A***
Legal: ***Jennifer Baird***	City Administrator: ***Christine Cates***

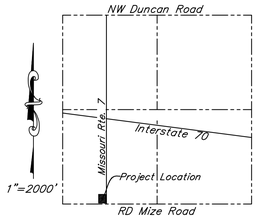


Final Plat of:

DUTCH BROS COFFEE

Tract 1A, Coffee Conveyance Plat, being a part of Lot 1A, Copperleaf Shopping Center Replat and Part of Lot 122 Melody Acres, All Being Subdivisions in the City of Blue Springs, Jackson County, Missouri

Vicinity Map
N.T.S.



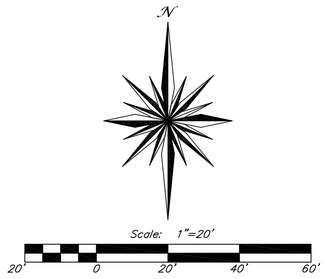
Section 30, T49N, R30W
Blue Springs, Jackson County, Missouri

Basis of Bearings:

Missouri Coordinate System of 1983 (2003)
based upon Missouri Geographic Refererence System
Monument Blue 2

Symbol Legend

- *Ex. Section Corner (Monument Noted)*
- *Found Iron Bar (Origin Noted if Known)*
- *Set 5/8" x 24" Rebar & MO 2001015274 Cap*
- *(R) Record Dimension*
- *(M) Measured Dimension*



DESCRIPTION:
All that part of Lot 1A, COPPERLEAF SHOPPING CENTER REPLAT and Lot 122, MELODY ACRES, both being recorded subdivisions lying within the City of Blue Springs, Jackson County, Missouri, and lying within the bounds of Tract 1A, COFFEE CONVEYANCE PLAT and further being further described by Joseph B. Strick, Missouri PLS 2001015274 of Strick & Co., Inc. on June 27, 2024, as follows:

COMMENCING at the Northeast corner of Lot 1A, COPPERLEAF SHOPPING CENTER REPLAT, thence South 01°40'53" West, along the East line of said Lot 1A and Lot 2A, and along the Westerly right of way of Missouri Highway 7 as now exists, a distance of 547.19 feet to the intersection of said East line with the Southerly line of an existing thirty foot wide platted Access Easement as depicted on the final plat of Copperleaf Shopping Center Replat, said point being 30.00 feet south of the Southeast corner of said Lot 2A, Copperleaf Shopping Center Replat and also being the Northeast Corner of Tract 1A, COFFEE CONVEYANCE PLAT (CCP), said point being the POINT OF BEGINNING; thence South 01°40'53" West, continuing along the East line of said Tract 1A (CCP) and said Westerly right of way, a distance of 247.67 feet to the intersection of said Westerly right of Way with the Northerly right of way of NW RD Mize road, as now exists, said point being the Southeast corner of Tract 1A, COFFEE CONVEYANCE PLAT; thence North 87°20'22" West, along said Northerly right of way and South line of said Tract 1A (CCP), a distance of 134.53' to the intersection of said Northerly right of way with the Easterly line of an existing fifty foot wide platted Access Easement as depicted on the final plat of Copperleaf Shopping Center Replat, said point being Southwest corner of Tract 1A, COFFEE CONVEYANCE PLAT; thence North 01°40'04" West, along the Easterly line of said platted Access Easement and Westerly line of said Tract 1A (CCP), a distance of 254.34 feet (measured, 254.78' platted) to the intersection of said Easterly easement line with the Southerly line of the aforementioned existing thirty foot wide platted Access Easement, said point lying 30.00 feet South of the Southwest corner of Lot 2A, Copperleaf Shopping Center Replat and said point being the Northwest corner of tract 1A, COFFEE CONVEYANCE PLAT; thence South 88°19'56" East, along the Southerly line of said easement and Northerly line of said Tract 1A, a distance of 134.57 feet (measured, 134.67' platted), to the POINT OF BEGINNING and containing 33,165.43 square feet, more or less.

LAND USE STATEMENT:
Parcel is being platted for pad site development.

DEDICATION:
The undersigned representatives for the Owner of the above described land have caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision and plat shall hereafter be known as "DUTCH BROS COFFEE".

PUBLIC STREET/ROAD RIGHT OF WAY DEDICATION:
That portion reserved for public use for street and/or road Right of Way and designated hereon as "R/W Dedicated by This Plat", the extent and direction of which is shown on the accompanying plat, is hereby dedicated for public use.

EXECUTION:
IN TESTIMONY WHEREOF: Vadim Agamizoyan, Manager of Kavaso Investments, LLC, has caused this instrument to be executed this_____ day of_____ , 20____ .

Vadim Agamizoyan,
Manager, Kavaso Investments, LLC

ACKNOWLEDGMENT:
STATE OF CALIFORNIA }
COUNTY OF: _____ } SS

On this_____day of _____, 2025, before me, _____ , a Notary Public in and for said County, personally appeared:

Name of Signer: _____

Signature of Signer: _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature of Notary Public: *Notary Public Seal:* *My Commission Expires:*

APPROVALS:
This hereby certifies that the accompanying plat of "DUTCH BROS COFFEE" was submitted to and approved by the Mayor and City Council of Blue Springs, Jackson County, Missouri, on this _____ day of_____ , 20_____, by Ordinance No. _____.

Chris Lievsay, Mayor *Erin Ford, City Clerk* *James Burgess, City Engineer*

Chris Henning, Planning Commission Chair *Mike Mallon, Senior Director of City Development*

APPROVED by the Jackson County Assessment Department:

By: _____ Date: _____

Printed Name: _____

PURPOSE STATEMENT:
The subject property is being platted to allow for development and construction of a retail pad site.

SURVEYORS NOTES:
1) Title information shown hereon is limited to that information contained in Title Commitment No. NCS1219351–KCTY, Commitment Date of March 3, 2024 and issued by First American Title Insurance Company.

SURVEYORS CERTIFICATE:
This survey was executed in accordance with the Missouri Standards for Property Boundary Surveys as set forth in Chapter 16 of the Rules of Department of Insurance Financial Institutions and Professional Registration, Division 2030 – Missouri Board for Professional Land Surveyors.

Joseph B. Strick, MO LS–2001015274

STRICK & COMPANY, INC.
PROFESSIONAL LAND SURVEYORS
806 S. Creekside Drive, Gardner KS 66030 • 913.856.0164 (fax) 913.856.0165
Missouri Certificate of Authority: 2007022756-F Kansas Certificate of Authority: LS189

SCI Project No.: 24006

Introduced by Councilmember _____ BILL NO. 5290
(PF-06-24-9178)

ORDINANCE NO. _____

AN ORDINANCE RESCINDING ORDINANCE 5354 AND APPROVING A CORRECTED FINAL PLAT FOR DUTCH BROS. COFFEE

WHEREAS, on June 6, 2024, the Applicant, Jay O'Dell of Aubry Enterprises, submitted a Planning Application on behalf of the property owner, Kavaso Investments, for the Dutch Bros Coffee Final Plat; and

WHEREAS, on August 19, 2024, the City Council approved Ordinance 5354 for the Dutch Bros Coffee Final Plat; and

WHEREAS, the Final Plat for Dutch Bros Coffee, submitted on January 15, 2025, for final signatures, was found to contain discrepancies, including an incorrect legal description reference. A revised corrected Final Plat has been submitted for approval.

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

Section 1. The final plat of Dutch Bros Coffee, Tract 1A, Coffee Conveyance Plat, being a part of Lot 1A, Copperleaf Shopping Center Replat and Part of Lot 122 Melody Acres, All Being Subdivisions in the City of Blue Springs, Jackson County, Missouri, hereinbefore presented to the City Council and having been found to be in Compliance with the Unified Development Code (UDC), its amendments, and other ordinances of the City of Blue Springs, is hereby approved subject to the following conditions and those set out in the Planning Commission Staff Report for Case File Number (PF-06-24-9178) submitted to the City Council at the February 3, 2025 meeting including the following conditions:

1. Approval based on the representations of any drawings presented as part of this application does not waive any requirements of development standards contained in the UDC.
2. Prior to Building Permit Issuance, the Final Plat must be recorded with Jackson County, Missouri.

Section 2. Ordinance 5354 is hereby rescinded.

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

Section 4. That this Ordinance shall be in full force and effect from and after its passage and approval.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 3rd day of February 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: December 20, 2024 **CONTRACT NO.**

SUBMITTED BY: Justin Stuart **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 with Reorganized School District No. IV of Jackson County (hereinafter Blue Springs School District) for use of school gym facilities for recreation youth basketball programming.

BACKGROUND/JUSTIFICATION

For several years the City of Blue Springs has utilized Blue Springs School District gym facilities for the youth basketball leagues that are offered in the winter months. Staff works with the Blue Springs School District staff to ensure schedules are coordinated and gyms are available for use. The gyms are utilized for practices throughout the week and games are played on Saturdays. The season typically runs from November through early March. The City schedules a Site Supervisor to be at each gym during games to ensure the gym is ready, games stay on schedule, and deal with any issues that may arise while games are taking place.

The Blue Springs School District is requesting the City to sign a Hold Harmless agreement in order to utilize the gyms. Staff recommends approval of this agreement.

FINANCIAL IMPACT

Contractor:	Reorganized School District No. IV of Jackson County

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
February 3, 2025	December 31, 2025
Years and Months Contract in effect	**Number of times renewable**
11 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. Bill with Hold Harmless Agreement attached as Exhibit A

REVIEWED BY:

Requesting Director: ***Justin Stuart***	Budget: ***N/A***
Legal: ***Jennifer Baird***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:	☒	
Certificate of Insurance:	☐	NA
E-Verify Affidavits:	☐	NA
E-Verify proof of enrollment:	☐	NA
Bond:	☐	NA
Anti-Discrimination Against Israel Act Certification (contract over $100,000)	☐	NA
Wage Order, by reference	☐	Wage Order Number:
IRS Form W-9:	☐	NA
Bid/RFP/RFQ: (submit all)	☐	NA
Bid/RFP/RFQ Tabulation:	☐	NA
Bid Waiver: (less than three bids)	☐	NA
Contractor address and email:	☒	1801 NW Vesper St Blue Springs, MO 64015 Scook@bssd.net
Project Exemption Certificate needed:	☐	NA
Other:	☐	

Introduced by Councilmember _____ BILL NO. 5291

ORDINANCE NO. ____

AN ORDINANCE AUTHORIZING THE EXECUTION OF A HOLD HARMLESS AGREEMENT BETWEEN THE CITY OF BLUE SPRINGS AND BLUE SPRINGS R-IV SCHOOL DISTRICT FOR USE OF SCHOOL GYM FACILITIES FOR RECREATIONAL YOUTH BASKETBALL PROGRAMMING

WHEREAS, the City of Blue Springs has utilized Blue Springs School District gym facilities for the youth basketball leagues for several seasons; and

WHEREAS, Staff works with Blue Springs School District staff to ensure schedules are coordinated and gyms are available for use; and

WHEREAS, the gyms are utilized for practices throughout the week and games played on Saturdays during the season from November through early March.

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 with Blue Springs R-IV School district for use of gym facilities. A copy of the Hold Harmless Agreement is attached hereto as Exhibit "A" and is incorporated herein.

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

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

Section 4. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 3rd day of February 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

EXHIBIT A

BLUE SPRINGS R-IV SCHOOL DISTRICT
APPLICATION FOR USE OF SCHOOL FACILITY

Please print or type; request must be made at least one week in advance for approval. A certificate of insurance must accompany this form and rental fees, when applicable, must be paid prior to using the facility.

Organization Submitting Application City of Blue Springs		
Contact Person Christine Cates	Title City Administrator	
Address 903 W Main St, Blue Springs, MO 64015	Home Phone	Work Phone 816-228-0110
Cell Phone	Email Address ccates@bluespringsgov.com	
School Or Facility Requested See Attached		
Date(s) Requested See Attached	Beginning Date See Attached	Ending Date See Attached
Hours From: See Attached To: See Attached	Day of The Week Requested See Attached	
Area(s) To Be Used: Gyms		
Specific Activity: Youth Basketball		
Equipment Requested: Chairs, basketball hoops		
Restrictions- NA		
Will There Be an Admission Charge for Your Event? No		
Responsible Adult In Charge Kelli Votypka	Business Phone 816-228-0137	Home Phone
School Employee Assigned		

Custodial and building charges will be assessed to the user for any additional expenses that occur for the Blue Springs School District as a result of the activity held, and/or for any private for-profit organization, partisan activity or social event not open to the general public; unless waived by the Superintendent of Schools.

Total Number of Meetings	Custodial Charges
Building/Facility Charge	Equipment Usage/Setup
Damage & Repair Expense	Total Expenses

Approved_____ Date_____

Copies of this form shall be provided to:

(1) Director of District Activities and/or Director of Buildings and Grounds
(2) Custodian assigned to the activity
(3) Building Principal

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, or by its or their guests, invitees, parents, 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, associates, parents, guests or invitees. 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.
10. The Person signing this agreement affirms that they have authority to bind the entity by their signature and that any prior approval by a board or other governing body has been obtained.

This application is approved and accepted by District on this _____day of _____, 20__by:

_____

USER:

Signature_____

Printed Name Christine Cates

Address: 903 W Main St, Blue Springs, MO 64015

Telephone: 816-228-0110

Responsible Party: Kelli Votypka

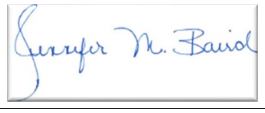
Date: _____

Description of Grounds and Facilities, Location:	Times of use:	Ending date of this agreement:
See Attachment 1	See Attachment 1	March 30, 2025

SPECIAL PROVISIONS, IF ANY:

Approved As To Form:

08/23



Jennifer M. Baird, City Attorney

ATTACHMENT 1

Elementary		Address	Day of Usage	School Contact	Number	Goals	Division	Rec Practice Gyms	Game Gyms	Comp Pactice Gyms	Game Gym
Cordill Mason	A24	4001 S. Christiansen Dr		Kelsey Becker	816-874-3612	2 adj/sm		M, T, W, F - Both Gyms	Both Gyms		
Daniel Young	A2	505 SE Shamrock Lane	Julie or Carol	Todd Nurnberg 816-447-1873	816-874-3631	6 adj		M. T, W, F - Big Gym Only	1 Gym		
Franklin Smith		1609 SW Clark Rd		Jennifer Alderman	816-874-3641	6 adj		Saturday Only	Sat		
James Lewis	A2 SW	717 NW Park Rd.	Toni- 816-582-2320 or Robert 816-977-4927	Devin Ceperley 816-806-1306	816-874-3651	2 adj		M, T, W, F Big Gym Only	1 Gym		
James Walker		201 SE Sunnyside School Rd		Casey Brownsberger	816-874-3664	2 adj		M, T, W, F Big Gym Only	Not Available		
Sunny Pointe	D13	3920 NW RD Mize	Staci or Doddi	Heather Wells 816-809-9192	816-874-3701	2adj		M, T, W, F, Big Gym Only	1 Gym		
Thomas Ultican	B7 SW	1812 NW Vesper	Kim or Michael	Joe Tucker -816-500-0531	816-874-3712	2 adj		M, T, W, F Big Gym Only	Not Available		
William Bryant	B9	1101 SE Sunnyside School Rd	Jorge 816-812-1614(days)	Abbie Swisher 816-729-6105	816-874-3731	6 adj		M, T, W, F Big Gym Only	1 Gym		
			Dominick 816-520-6348 (sat)								
Middle											
Brittany Hill		2701 NW 1st Street		Ryan Luethje	816-874-3484						S Large Gym??
Paul Kinder	Main	3930 NW RD Mize	Ron or Danielle	Matt Hakes	816-874-3563				N/A	M, W Big and Small Gym Only	Not Available
Moreland Ridge		900 SW. Bishop Dr.		Damon Alsup	816-874-3554					M, W- Big Gym, Thur- Both Gyms	
		Facility use Schedule									
		November 18, 2024 - March 8, 2025									

Season Dates are November 19, 2025 - March 31, 2025

Elementary	Rec Practice Gyms	Game Gyms	Comp Pactice Gyms	Game Gym
Cordill Mason	M, T, W, F - Both Gyms	Both Gyms		
Daniel Young	M. T, W, F - Big Gym Only	1 Gym		
Franklin Smith				
James Lewis	M, T, W, F Big Gym Only	1 Gym		
James Walker	M, T, W, F Big Gym Only	Not Available		
Sunny Pointe	M, T, W, F, Big Gym Only	1 Gym		
Thomas Ultican	M, T, W, F Big Gym Only	Not Available		
William Bryant	M, T, W, F Big Gym Only	1 Gym		
Middle				
Brittany Hill				S Large Gym??
Paul Kinder		N/A	M, W Big and Small Gym Only	Not Available
Moreland Ridge			M, W- Big Gym, Thur- Both Gyms	

Season Dates are November 19, 2025 - March 31, 2025

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: January 21, 2025

SUBMITTED BY: Joshua Alexander **DEPARTMENT: Economic Development**

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

ISSUE/REQUEST

Blue Springs Chamber of Commerce President Lara Vermillion will introduce the 2024-2025 Chamber LEADership Class and Trish Totta will present the Buy Blue Springs/Discover Blue Springs Task Force program updates.

BACKGROUND/JUSTIFICATION

The primary objective of the Buy Blue Springs and Discover Blue Springs programs is to encourage residents and visitors to shop locally by promoting the range of purchase opportunities available in Blue Springs. These efforts aim to increase sales tax revenue, which supports current and future city services.

The Buy Blue Springs program targets residents and visitors, encouraging them to make purchases within Blue Springs.

The Discover Blue Springs program focuses on attracting tourists to come to Blue Springs to spend their travel dollars further stimulating economic activity.

Since 2010, the City of Blue Springs has maintained a contract with the Blue Springs Chamber of Commerce. This agreement provides: Staffing support for program management. Helps create professionally designed marketing materials and advertising to promote the programs.

The City appropriates $5,000 annually to the Chamber of Commerce for these initiatives. The most recent contract renewal occurred on September 24, 2024, for a two-year term, expiring on September 30, 2026. This presentation will provide an overview of how the allocated funds were managed during 2024.

By consistently supporting these programs, the city ensures continued progress in promoting local commerce and attracting visitors to Blue Springs.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

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

STAFF RECOMMENDATION

N/A

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Chamber of Commerce Presentation

REVIEWED BY:

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

LEADERSHIP

BLUE SPRINGS

BUY BLUE SPRINGS & DISCOVER BLUE SPRINGS

BLUE SPRINGS
Chamber of Commerce
Building Business. Growing Community.

Program Update

2024





SHOP SMALL & BUY LOCAL

- Encouraged residents to support Blue Springs businesses
- Helped businesses increase their reach on social media
- Supported Downtown events such as Corks & Canvas, Trick or Treat Main Street, and Christmas on Main Street

2024

PASSPORT CHALLENGE

Designed to make holiday shopping more fun, rewarding, and sustainable, the Passport Challenge encouraged residents to shop local during the holidays & all year long.

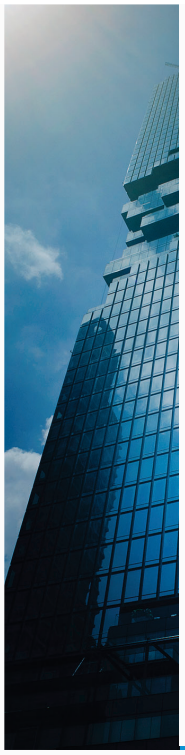


Challenge Fun Facts:

- 132 participants registered and explored our local shops and stops.
- There were 157 total check-ins at businesses around town.
- Together, participants earned an incredible 408 entries into the Grand Prize Drawing!







IN THE PRESS



MILLER THEATRES

SHOP LOCAL CAMPAIGN



KC PARENT MAGAZINE

FALL FUN FESTIVAL



SOCIAL MEDIA

SHOP LOCAL CAMPAIGN

2024

DINE BLUE SPRINGS

WOOD BAT TOURNAMENT

Attracts hundreds of tournament visitors from 5 different states.





HEARTLAND ECONOMIC DEVELOPEMENT CONFERENCE

Over 100 participants and facilitators from all over the US attended.



CHAMBER OF COMMERCE EXECUTIVES OF MISSOURI

80 participants and facilitators from all over the state of Missouri attended.

MEET ME FOR LUNCH





2024

BEFORE & AFTER HOURS NETWORKING







2024

KC OPEN

- 192 participants in the open division
- 850 in person spectators and supporters
- Broadcast on live TV
- Promoted our hotels, shops & restaurants

2024



INTERNATIONAL POOL TOUNAMENT

JULY 26-28, 2024

DONNYBROOK FENCING TOURNAMENT

- 165 Registered Participants
- 25 States Represented
- 2 Countries Represented



2024

TOURISM STRATEGIC PLAN

- Develop strategies & direction
- Identify opportunities
- Wrapped up the contract



2024

LOOKING FORWARD TO 2025

- Continuing to partner with VisitKC
- Supporting our members while they plan for the World Cup



VISIT KC

2024

THANK YOU!



2024