**CITY COUNCIL MEETING**
**December 15, 2025 6:00 p.m.**
**Council Chambers**
**Howard L. Brown Public Safety Building**
**1100 SW Smith**
**Blue Springs, Missouri**

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

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

Invocation and Pledge of Allegiance

1. Call meeting to order

2. Confirmation of a Quorum

3. Consent Agenda

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

   a. Minutes of the December 1, 2025 City Council Meeting
   b. Resolution No. 105-2025 approving a contract with CR Fence LLC for fence replacement at Hidden Valley Softball Fields
   c. Resolution No. 106-2025 approving a purchase from Molle Chevrolet Inc. for six Chevrolet Tahoe patrol vehicles.
   d. Resolution No. 107-2025 ratifying an emergency payment to the Missouri Highways and Transportation Commission for 7 Highway sidewalks

4. Proclamation – Blue Springs South High School Girls Cross Country Team

5. Public Hearing – Brookside Estates - Amended Planned Unit Development Concept Plan (PUDC-10-25-9711) – **Withdrawn by Applicant**

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

7. Introduction and readings of Bill No. 5372 declaring as surplus property located at 204 NW 15th Street and authorizing a Request for Proposals

8. Introduction and readings of Bill No. 5373 approving an Intergovernmental Agreement with Mid-America Regional Council for the 2026 Regional Household Hazardous Waste Collection Program

9. Presentation – Flock Safe City

10. Resolution 108-2025 approving a contract with Flock Group Inc. for the Safe City program

11. Discussion – Intoxicating hemp products

12. 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.**

13. Councilmember Comments

14. Mayoral Comments

15. Adjourn

**Miscellaneous Items**

Economic Development Council – Wednesday, December 17, 8:15 AM
Planning Commission Meeting – Monday, December 22, 6:30 PM
Christmas Eve – **City Services Closed** – Wednesday, December 24
Christmas Day – **City Services Closed** – Thursday, December 25
Day after Christmas – **City Services Closed** – Friday, December 26
Last Day of Candidate Filing – Tuesday, December 30
New Year's Eve – **City Services Closed** – Thursday, January 1
City Council Meeting – Monday, January 5, 6:00 PM
Park Commission Meeting – Tuesday, January 6, 6:00 PM
Planning Commission Meeting – Monday, January 12, 6:30 PM
Public Arts Commission Meeting – Wednesday, January 14, 4:00 PM
Martin Luther King Day – **City Services Closed** – Monday, January 19
Land Bank Meeting – Tuesday, January 20, 3:00 PM
City Council Meeting – Tuesday, January 20, 6:00 PM

This Agenda was posted at City Hall and on the City's website on Thursday, December 11, 2025.

Megan Rodgers, Deputy City Clerk

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

**FROM:** Christine Cates
City Administrator

**DATE:** December 11, 2025

**SUBJECT:** Agenda Explanations

Item 3b – Hidden Valley Softball Fence Replacement
Adopt a Resolution approving a contract in the amount of $193,255.00 with CR Fence LLC for fence replacement at Hidden Valley Softball Fields. Refer to Council Information Form from Director of Parks and Recreation Justin Stuart for additional information.

Item 3c – Police Department Tahoe Purchase
Adopt a Resolution approving a purchase in the amount of $362,887.00 from Molle Chevrolet Inc. for six Chevrolet Tahoe patrol vehicles. Refer to Council Information Form from Police Chief Bob Muenz for additional information.

Item 3d – Ratify MoDOT Payment
Adopt a Resolution to ratify an emergency expense in the amount of $157,445.78 to the Missouri Highways and Transportation Commission for 7 Highway sidewalks. This additional cost is required by contract and is based upon actual bids received for the project. Refer to Council Information Form from City Administrator Christine Cates for additional information.

Item 5 - Brookside Estates Amended Planned Unit Development Concept Plan – Withdrawn
The public hearing for consideration of an Amended Planned Unit Development Concept Plan (PUDC-10-25-9711) for Brookside Estates at Chapman Farms has been withdrawn by the applicant, Clint Loumaster.

Item 7 – Church Property Request for Proposals
Passage of a Bill declaring as surplus the City-owned real property located at 204 NW 15th Street and authorizing the issuance of a Request for Proposals (RFP) for the purchase and redevelopment of the site. Refer to Council Information Form from Assistant Director of City Development Nic Hutchison for additional information.

Item 8 – Agreement for Household Hazardous Waste
Passage of a Bill approving an Intergovernmental Agreement with Mid-America Regional Council's Solid Waste Management District to participate in the 2026 Regional Household Hazardous Waste Collection Program in the amount of $69,820.44. Refer to Council Information Form from Assistant Director of City Development Nic Hutchison for additional information.

Item 9 & 10 – Flock Safe City
Ryan Mertz of Flock Group Inc. will present the Flock Safe City Program. Upon completion of the presentation, a Resolution approving a contract with Flock Group Inc. for the Safe City program is in order. Refer to Council Information Form from Police Chief Bob Muenz for additional information.

Item 11 – Discussion – Intoxicating Hemp Products
Councilmembers Kaylor and Ericson will lead a discussion about Intoxicating Hemp Products.

**CITY OF BLUE SPRINGS, MISSOURI**
**MINUTES OF COUNCIL MEETING**
**December 1, 2025**

A meeting of the City Council of the City of Blue Springs, Missouri, was held on Monday, December 1, 2025, 6:00 p.m. in the Council Chambers of the Howard L. Brown Public Safety Building, 1100 SW Smith Street, Blue Springs, Missouri with Mayor Chris Lievsay presiding.

**COUNCILMEMBERS IN ATTENDANCE**

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

Also present were City Administrator Christine Cates, City Attorney Jennifer Baird, 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:__ p.m. The City Clerk confirmed a quorum of the Council was present.

**CONSENT AGENDA**

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

- Minutes of the November 17, 2025 City Council Meeting
- **Resolution No. 103-2025** approving the disposition of Information Technology and Public Safety department records which have met the required retention period as prescribed by the Blue Springs Records Retention, Management, and Destruction Policy dated November 28, 2016 and in accordance with the Missouri Secretary of State's records retention guidelines
- **Resolution No. 104-2025** approving a purchase in the amount of $78,343.01 from Doosan Bobcat North America, Inc dba Bobcat Company for a 2025 Bobcat T76, CIP Project SAN-20

The Consent Agenda was approved with the following vote:

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

**PRESENTATION – PROCLAMATION FOR BLUE SPRINGS SOUTH HIGH SCHOOL GIRLS CROSS COUNTRY TEAM**

Mayor Lievsay stated that the Proclamation presentation would be postponed to the December 15, 2025 Council Meeting.

**PUBLIC HEARING – BROOKSIDE ESTATES AMENDED PLANNED UNIT**

Mayor Lievsay opened the Public Hearing at 6:01 pm and advised the Council that the applicant, Clint Loumaster on behalf of the property owner, Brian Mertz, is requesting the public hearing for consideration

DRAFT

**DEVELOPMENT CONCEPT PLAN (PUDC-10-25-9711) – MOTION TO CONTINUE**

of an Amended Planned Unit Development Concept Plan for Brookside Estates at Chapman Farms be continued to the December 15, 2025 City Council meeting (PUDC-10-25-9711).

Councilmember Edmondson moved to continue the public hearing on December 1, 2025 to the December 15, 2025 City Council meeting. Motion seconded by Councilmember Ericson and carried unanimously.

**PUBLIC HEARING – RAMPAGE ATHLETICS REZONING (RZ-07-25-9644) AND PLANNED DEVELOPMENT CONCEPT PLAN (PDC-07-25-9645)**

Mayor Lievsay opened the Public Hearing to consider a Rezoning and Planned Development Concept Plan of St. Peter United Methodist Church located at 2001 SW 9th Street from Moderate Density Multi-Family District to Planned Development—Commercial at 6:02 p.m. (RZ-07-25-9644 and PDC-07-25-9645). City Clerk Erin Ford entered one exhibit into the record.

Councilmember Rowan recused himself from voting on approval of the Rampage Athletics Rezoning and Planned Development Concept Plan. He left the meeting at 6:02 and returned at 6:10.

**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**

The Applicant, Michael Scott was present and addressed questions from Council.

The Mayor hearing no further comments for or against, closed the public hearing at 6:09 p.m.

**INTRODUCTION AND 1ST READING – BILL NO. 5368 – RAMPAGE ATHLETICS REZONING (RZ-07-25-9644) AND PLANNED DEVELOPMENT CONCEPT PLAN (PDC-07-25-9645)**

Councilmember Kaylor introduced Bill No. 5368 approving a Rezoning and Planned Development Concept Plan of St. Peter United Methodist Church located at 2001 SW 9th Street from Moderate Density Multi-Family District to Planned Development—Commercial (RZ-07-25-9644 and PDC-07-25-9645). City Clerk Erin Ford made the first reading of Bill No. 5368 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Ericson moved to approve Bill No. 5368 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Tholen and carried unanimously.

**2ND READING – BILL NO. 5368**

Ms. Ford made the second reading of Bill No. 5368 by title. Councilmember Edmondson moved to adopt Bill No. 5368 upon its second reading and give it **ORDINANCE NO. 5467,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Ericson and carried with the following vote:

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

**INTRODUCTION AND 1ST READING – BILL NO. 5369 – WOODLANDS EASEMENTS**

Councilmember Kaylor introduced Bill No. 5369 accepting off-site storm, sanitary sewer and access easements for the Woodlands at Chapman Farms, 2nd Plat (PF-08-25-9671). City Clerk Erin Ford made the first reading of Bill No. 5369 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Ericson moved to approve Bill No. 5369 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Tholen and carried unanimously.

**2ND READING – BILL NO. 5369**

Ms. Ford made the second reading of Bill No. 5369 by title. Councilmember Edmondson moved to adopt Bill No. 5369 upon its second reading and give it **ORDINANCE NO. 5468,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Tholen and carried with the following vote:

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

**INTRODUCTION AND 1ST READING – BILL NO. 5370 – CONTRACT WITH JOHNSON COUNTY FOR DETENTION SERVICES**

Councilmember Kaylor introduced Bill No. 5370 approving a approving a two-year contract with Johnson County, Missouri for Detention Services. City Clerk Erin Ford made the first reading of Bill No. 5370 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Ericson moved to approve Bill No. 5370 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Rowan and carried unanimously.

**2ND READING – BILL NO. 5370**

Ms. Ford made the second reading of Bill No. 5370 by title. Councilmember Edmondson moved to adopt Bill No. 5370 upon its second reading and give it **ORDINANCE NO. 5469,** 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
Rowan – Aye
Kaylor – Aye
Tholen – Aye
Brummel – Aye
Mayor Lievsay – Aye

**INTRODUCTION AND 1ST READING – BILL NO. 5371 – SUBAWARD AGREEMENT FOR JACKSON COUNTY DRUG TASK FORCE**

Councilmember Kaylor introduced Bill No. 5371 approving a Subaward Agreement for the Jackson County Drug Task Force for the 2024 Edward Byrne Memorial Justice Assistance Grant. City Clerk Erin Ford made the first reading of Bill No. 5371 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Ericson moved to approve Bill No. 5371 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Tholen and carried unanimously.

**2ND READING – BILL NO. 5371**

Ms. Ford made the second reading of Bill No. 5371 by title. Councilmember Edmondson moved to adopt Bill No. 5371 upon its second reading and give it **ORDINANCE NO. 5470,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Brummel and carried with the following vote:

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

**MAYORAL ANNOUNCEMENTS**

- Thank you to the City snow removal staff for their work in clearing the roads.
- The North Pole Trail of Lights opens December 2.
- Upcoming Parks events include an indoor triathlon and a paint and movie night.

**CLOSED SESSION**

At 6:17 p.m., Councilmember Kaylor moved for the Council go into closed session pursuant to Section 610.021(1), (3) and (13) Revised Statutes of Missouri, for the purpose of privileged communications between a governmental body or its representative and legal counsel relating to litigation and personnel and that any minutes, documents and other records discussed or taken during the closed session remain closed, and that the special meeting of this body stand adjourned at the completion of such session. Motion seconded by Councilmember Brummel and carried with the following votes:

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

CITY OF BLUE SPRINGS

ATTEST

_____
Chris Lievsay, Mayor

_____
Erin Ford, City Clerk

**CITY OF BLUE SPRINGS**
**CITY COUNCIL INFORMATION FORM**

**DATE SUBMITTED: November 9, 2025** **CONTRACT NO.**

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

| | | | |
|---|---|---|---|
| ☐ Ordinance | ☒ Resolution | ☐ Presentation | ☐ Public Hearing |
| ☒ Contract | ☐ Discussion | ☐ Purchase | ☐ Other |

**STRATEGIC PLAN PRIORITY**

| | | |
|---|---|---|
| ☐ Downtown Revitalization | ☐ Balanced Growth | ☐ Community Identity |
| ☒ Infrastructure | ☐ Community Safety | ☐ Organizational Health |

**ISSUE/REQUEST**

Adopt a Resolution approving a contract in the amount of $193,255.00 with CR Fence LLC for fence replacement at Hidden Valley Softball Fields.

**BACKGROUND/JUSTIFICATION**

The Blue Springs Parks and Recreation Department is implementing system-wide improvements funded through the dedicated ½-cent Parks Sales Tax, which supports upgrades to park amenities and aging infrastructure. As part of these improvements, Hidden Valley Park has been identified for necessary fencing replacement due to significant deterioration. The fencing on Softball Fields 4–9 is original to the construction of the park and now shows considerable wear, creating both aesthetic concerns and functional limitations for the City's most frequently used athletic complexes.

To address these needs, it is necessary to replace the outdated fencing materials with new black vinyl-coated chain-link fencing and black-coated posts installed from dugout to dugout on all Fields 4-9. Posts will be set in concrete footers, and all materials will meet the standards outlined in the Hidden Valley Fence Replacement RFP. The Department posted the RFP in September. The RFP included fencing for all fields at Hidden Valley Park, however there are not funds allocated this fiscal year to complete the entire park. Staff determined that Softball Fields 4-9 could be completed. Three competitive bids were submitted through the RFP process. CR Fence LLC was determined to be the lowest and best bid to perform the work, including removal and disposal of the old fencing and installation of the new system in accordance with municipal code and safety requirements.

This project will be completed this winter prior to the Spring 2026 season and continues to enhance the softball facilities following the infield turf project that was completed in 2025. It also supports the City's commitment to reinvestment, safety, and long-term durability across park facilities.

Staff recommends approval of a contract with CR Fence LLC to complete the Hidden Valley Fence Replacement project.

**FINANCIAL IMPACT**

| | |
|---|---|
| Contractor: | CR Fence LLC |
| Amount of Request/ Contract: | $193,255 |
| Amount Budgeted: | $150,000 |
| Budget Year: | FY 2025-26 |
| Funding Source/Account #: | 158-73000-544100 PR-18 |
| Account Balance: | $150,000 Date: 11/9/2025 |
| Additional Funds Needed: | $45,000 |
| Funding Source/Account #: | 158-73000-544100 PR-17<br>Received budget transfer |

**PROJECT TIMELINE**

| Estimated Start Date | Estimated End Date |
|---|---|
| January 5, 2026 | April 3, 2026 |
| **Years and Months Contract in effect** | **Number of times renewable** |
| 4 months | 0 |

**STAFF RECOMMENDATION**

Staff recommends approval.

**OTHER BOARDS & COMMISSIONS ASSIGNED**

| | |
|---|---|
| Name of Board or Commission: | N/A |

**ECONOMIC DEVELOPMENT PROJECT**

NA

**LIST OF REFERENCE DOCUMENTS ATTACHED**

1. Resolution with contract attached as Exhibit A

**REVIEWED BY:**

| | |
|---|---|
| Requesting Director:<br>***Justin Stuart*** | Budget:<br>***Lori Turner*** |
| Legal:<br>***Jennifer Baird*** | City Administrator:<br>***Christine Cates*** |

**SUPPORTING DOCUMENTS:**
**(FOR CONTRACT ITEMS ONLY)**

| Document | Required | If not required, explain |
|---|---|---|
| Certificate of Insurance: | ☒ | |
| E-Verify: | ☒ | |
| Bond: | ☒ | |
| IRS Form W-9: | ☒ | |
| Bid/RFP/RFQ and Tabulation | ☒ | |
| Bid Waiver: (less than three bids) | ☐ | |
| Contractor address and email: | ☒ | CR Fence LLC<br>Clint Paul<br>101 Golden Award Dr.<br>Concordia, MO 64020<br>randy@c-rfence.com |
| Project Exemption Certificate needed: | ☒ | |

Resolution No. 105-2025

**A RESOLUTION APPROVING A CONTRACT WITH CR FENCE LLC FOR HIDDEN VALLEY FENCE REPLACEMENT**

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

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

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

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

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

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

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

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

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

WHEREAS, the Parks and Recreation Department prepared specifications and secured quotations for fence replacement at Hidden Valley softball fields; and

WHEREAS, the Department received three bids and now recommends that the City award a contract to CR Fence LLC, for work based on scope of services in the amount of $193,255.00.

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 CR Fence LLC for fence replacement on softball fields 4-9 at Hidden Valley Park in the amount of $193,255.00. A copy of the proposed Contract is attached hereto as Exhibit “A” and is incorporated herein.

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 15th day of December 2025.

CITY OF BLUE SPRINGS

ATTEST: Chris Lievsay, Mayor

Megan Rodgers, Deputy City Clerk

EXHIBIT A

| EFFECTIVE DATE: January 5, 2026 | TERMINATION DATE: April 3, 2026 | CONTRACT NUMBER: |
|---|---|---|

| CITY | CONTRACTOR |
|---|---|
| **City of Blue Springs**<br>**903 West Main Street**<br>**Blue Springs, MO 64015** | **CR Fence LLC**<br>**101 Golden Awards Dr.**<br>**Concordia, MO 64020** |
| Department: Parks and Recreation | Attention: Clint Paul |
| Phone: 816-228-0137 | Phone: 816-456-7392 |

## PUBLIC WORKS CONTRACT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

7. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this Contract exceed the sum of **$193,255.00** unless agreed to by City and Contractor in writing.

8. **Termination of Contract.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Choose a building block.

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

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

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

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

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

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation, or benefits payable by or for the

Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, officers, agents and employees, for which indemnification is sought.

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

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

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

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

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

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

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

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

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

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

24. **Prevailing Wage**. If this Contract is estimated to exceed $75,000 for the total project cost, not less than the prevailing hourly rate of wages for work of a similar character in this locality, as established by Prevailing Wage Order No. 32 , Jackson County, and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri, shall be paid to all workers performing work under this contract. The penalties forfeited to the City for violations of the Prevailing Wage Act for each workman employed, for each calendar day, or portion thereof, such workman is paid less than their said stipulated rates for any work done under said Contract shall be one hundred dollars ($100) per worker, per day.

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

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

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

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

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

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

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

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

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

## Work Authorization Affidavit

STATE OF MISSOURI )
) ss.
COUNTY OF _____)

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

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

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

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

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

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

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

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

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

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

_____ _____
Affiant / Contractor Printed Name

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

_____
SEAL Notary Public

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

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

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

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

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

32. **Entire Contract**. This Contract contains the entire Contract of the parties. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto and signed by both parties. This Contract supersedes all other agreements and conditions, including, but not limited to the Exhibits attached to this Contract.

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

**CR FENCE LLC**

By: _____
Name: Randy Paul
Title: President

**CITY OF BLUE SPRINGS, MISSOURI**

_____
Christine Cates, City Administrator

**APPROVED AS TO FORM**

/s/ Jennifer Baird

_____
Jennifer Baird, City Attorney

| Exhibit 1 to Contract<br><br>Scope of Work | | |
|---|---|---|
| **Name of Contractor** | CR Fence LLC | |
| **Scope of Work (Job Description)** | The Contractor shall remove and dispose of all existing fencing on Softball Fields 4–9 at Hidden Valley Park. New black vinyl-coated chain-link fencing and black-coated posts shall be installed from dugout to dugout on all six fields. All fence posts shall be set using concrete footers to ensure proper stability and long-term durability.<br><br>The Contractor shall provide all labor, materials, equipment, and supervision necessary to complete the installation in accordance with City standards, applicable safety regulations, and the requirements outlined in the Hidden Valley Fence Replacement RFP. The Contractor is responsible for verifying all utility locations prior to work and for repairing any damage caused to surrounding turf, irrigation, or park infrastructure. All work shall be coordinated with City staff to ensure proper scheduling and site access.<br><br>All work shall be performed in accordance with Contractor's RFP Proposal dated September 9, 2025 attached hereto and incorporated herein as Attachment A. | |
| **Start Date** | January 5, 2026 | |
| **Interim Deadlines (if applicable)** | **Date** | **Phase of Project To Be Completed** |
| | | |
| **Final Completion Deadline** | April 3, 2026 | |
| **Reimbursable Expenses** | ☒ None ☐ Travel, Lodging, Meals, Phone Calls, Copying, Postage | |
| **Maximum Payment** | $ 193,255.00 | Maximum payment for services rendered |
| | $ | Maximum amount of expenses to be reimbursed |
| | $193,255.00 | Total maximum amount to be paid to Contractor |

| | |
|---|---|
| **Method of Payment** | ☐ Lump sum of entire amount upon satisfactory completion of project<br>☐ Monthly payments based on rate of $ per hour<br>☒ Incremental payments as follows: Monthly as billed<br>☐ % retainage held until completion of project. |

PLAY NATURALLY
BLUE SPRINGS
PARKS & RECREATION

# City of Blue Springs, Missouri

## Parks and Recreation

## Request for Proposals

## Hidden Valley Fence Replacement

**September 9, 2025**

Initials:

# City of Blue Springs, Missouri
# Proposal Instructions

## PURPOSE

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from qualified companies capable of removing and replacing fencing at the Hidden Valley Sports Complex. The RFP states the overall scope of services desired and specific functionality as well as required Contractor qualifications.

This RFP provides prospective companies with sufficient information to enable them to prepare and submit proposals for consideration by the City of Blue Springs, Missouri (hereafter referred to as "the City") to satisfy the needs as outlined in the scope of services.

The selected Contractor will remove all existing fencing and legally dispose of the material. New black vinyl-coated chain-link fencing and matching posts will be installed at all nine softball fields and three baseball fields. The dugouts on all fields must be rewrapped in black vinyl chain-link fencing with posts either sleeved or coated black to match. Softball fields will not have backstops included in this bid. Baseball field 2 backstop is also excluded. However, Baseball fields 1 and 3 must include new backstops. The City reserves the right to choose which fields and the number of fields fencing to be replaced.

### SCHEDULE OF ACTIVITIES

Release and advertisement of RFP: August 13, 2025
**Prebid Meeting at Hidden Valley Park: Wednesday, September 3, 2025, at 10:30 am**
Deadline for submission of questions or site visits: Thursday, September 4, 2025
Proposal submission deadline: September 9, 2025, at 1:00pm
Anticipated approval by City: October 2025

### PROPOSAL SUBMISSION

Sealed proposals must be received by the City of Blue Springs, Missouri; Parks and Recreation, 425 NE Mock Ave., Blue Springs, Missouri 64014 no later than September 9, 2025, at 1:00 P.M. Each proposal shall consist of two originals of the complete proposal. The submittal must include all attachments and signatures, where applicable. The contractor **MUST** initial each page acknowledging full understanding of requirements.

It is the responsibility of the Contractor to ensure that their proposal is received in the Parks and Recreation Office, prior to the deadline. Companies mailing proposals should allow ample mail delivery time to ensure timely receipt of their proposals. Proposals received after the deadline for receipt of proposals will not be opened or considered.

Initials: 

Proposals must be clearly identified as a proposal for the City of Blue Springs, Missouri "Hidden Valley Fence Replacement" and must show such information on the outside of the proposal packet. Proposals will not be accepted by facsimile or email transmittal. Do not staple or submit bid in any type of binder; binder clips are acceptable.

To make deliveries (including deliveries of the proposals for this project), the delivery Contractor or Contractor may hand deliver the RFP during office hours of Monday – Friday 8:00 am – 6:00 pm utilizing the Carson Ross Community Recreation Complex (CRCRC) entrance (425 NE Mock Ave) located on the South side of the building. Mailed proposals are accepted with regular mail service each day.

The delivery is to be left with the front desk attendant. Do not leave deliveries or bids at CRCRC without confirmation from City staff. All proposals will be opened and evaluated in private by City staff.

**QUESTIONS**

All questions must be submitted in writing to Derek Mayden, Superintendent of Parks, Buildings, and Grounds, no later than 1:00 P.M. (CST) on September 9, 2025 via email dmayden@bluespringsgov.com. The City will respond to all questions by the end of day on September 4, 2025 from Respondents online as an addendum. Answers to questions will only be distributed via addendum and posted on our website. www.bluespringsgov.com/bids.aspx

**SITE VISITS**

Site visits can be arranged by appointment by contacting Derek at 816-228-0222 or email at dmayden@bluespringsgov.com. Site visits can occur on the own time of the Contractor by visiting the address below.

6500 NW Valley View Dr.
Blue Springs, MO 64015

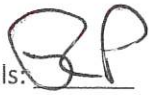
**AMENDMENTS TO RFP**

In the event it should be necessary to revise any portion of this RFP, addenda will be provided to all Contractors who received the original RFP from the City of Blue Springs as well as posted on the City's website under bid postings. This does not relieve the submitting Contractor the responsibility of regularly checking the City website listed below for updates regarding any addenda associated with this proposal request. Addenda are available on our website at: www.bluesringsgov.com/bids.aspx. All companies shall be licensed, insured, and bonded and shall furnish satisfactory evidence to the City that they have previously performed/provided the types of services as specified below.

## TERMS AND CONDITIONS

**QUALIFICATIONS:**

All contractors shall be licensed, insured, and bonded and shall furnish satisfactory evidence to the City that they have previously performed/provided the types of services as specified below.

Initials: 

**LAWS AND ORDINANCES, REGULATIONS, LICENSING FEES:**
Contractor shall conform to all rules, regulations, ordinances, laws, or directives set forth by the City of Blue Springs and/or the State of Missouri and Jackson County, Missouri.

**LAW GOVERNING:**
All State of Missouri and/or Federal Laws shall be hereby specifically made a part of this contract as set forth herein. The Contractor shall comply with all federal, state, and local laws, ordinances, rules, and regulations relative to the performance of the Agreement and shall procure and maintain all necessary licenses and permits. The City agrees to cooperate as may be reasonably necessary to enable Contractor to comply with this provision.

**NON-DISCRIMINATING:**
The Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

Contractor shall comply with Section 285.525 – 285.550 RSMo regarding enrollment in a federal work authorization program. **A signed, notarized affidavit (attached) and supporting documentation affirming enrollment in a federal work authorization program must be submitted with proposal. Failure to comply with this provision may result in rejection of proposal.**

**E-VERIFY:**
Contractor shall be E-verify compliant and shall provide documentation to support this requirement within the proposal including the memorandum of understanding (MOU) and the electronic signature page completed in its entirety.

**Prevailing Wage and Performance Bonds**
Any proposal response that is over $50,000 is subject to providing payment bonds at the expense of the Contractor and should be included in the price submitted. Any proposal that is over $75,000 must adhere to prevailing wage guidelines. Should prevailing wage be required the prevailing wage rate for this proposal shall be Wage Order 31 for Jackson County, Missouri.

**METHOD OF AWARD / SELECTION:**
The proposals will be evaluated in private by the City. A response summary of proposals will be available by contacting Derek Mayden, Superintendent of Parks, Buildings, and Grounds. The response summary will only include the names of the companies that submitted proposals that were delivered by the required RFP submittal date and time. Until award of the contract, the responses shall be held in confidence and shall not be available for public review.

**TERMS/CANCELLATION AND DAMAGES:**
This is a one-time contract and is not renewable for any future work with the City of Blue Springs. This contract is for this specific job and this specific job only. Any changes to the scope of work must go through the project manager before the task is completed for approval.

If the City, because of the Contractor's breach, terminates this Contract, the City shall have the right to purchase service elsewhere and to charge the Contractor with any additional cost incurred.

Initials: 

Notwithstanding the above, the Contractor shall not be relieved of any liability to the City for damages sustained by the City by virtue of any breach of this contract by the Contractor and the City may withhold any payments to the Contractor until such time as the amount of such damages due the City from the Contractor shall be determined.

**TERMINATION - FAILURE TO PERFORM:**
In the event that the Contractor shall fail to carry out or comply with any of the covenants, conditions, and agreements as stated herein, the City may notify the Contractor of such failure or default and demand that the same be remedied within ten days; and, in the event of the failure of the Contractor to so remedy the same within said period, the City will thereupon have the right to cancel and terminate the Agreement without further notice to the Contractor, and will be entitled to pursue legal remedies to seek redress.

**PRICING:**
Contractor agrees to hold submitted pricing for up to six months.

**RENEWAL & EXTENSION:**
This is a one-time contract and is not renewable for any future work with the City of Blue Springs. This contract is for this specific job and this specific job only. Any changes to the scope of work must go through the project manager before the task is completed for approval.

**AWARD REQUIREMENTS:**
Once the City is prepared to award the contract to the selected Contractor, the Contractor will need to provide the following documents to the City.

- Signed contract agreement
- Current certificate of insurance listing City of Blue Springs as an additional insured on the policy
- Affidavit of Compliance provided in document
- E-Verify MOU
- Letter of Bonding Capacity if required by State Statute as outlined.
- W9

Once all items are received and fully executed, then the City will issue the Notice to Proceed.

It is the desire of the City to award a single contract for the entire scope of services outlined in this request for proposals. All proposals are subject to staff analysis. The City of Blue Springs reserves the right to accept or reject all proposals received.

**CONTACT WITH CITY OF BLUE SPRINGS PERSONNEL:**
As specified above, all contact with the City should be channeled through the Superintendent of Parks, Buildings, and Grounds. No contact with other City employees, officials, or City Council members is to be made by responding Contractors throughout the entire process.

**RESPONSE MATERIAL OWNERSHIP:**

Initials: 

All proposals become the property of the City of Blue Springs, Missouri upon receipt and will only be returned to the Contractor at the City's option. Selection or rejection of the proposal will not affect this right. The City shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP. Disqualification of a proposal does not eliminate this right.

**PROPRIETARY INFORMATION:**

All material submitted in response to this RFP will become public record and will be subject to inspection after an Intent to Award notice is issued. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from the rest of the proposal. Such request must include justification for the request and approval by City staff. Neither cost or pricing information nor a total proposal will be considered proprietary.

**CONFIDENTIALITY:**

The Contractor agrees that it will not permit the disclosure or duplication of any information received from the City or stored on City systems unless such disclosure or duplication is specifically authorized in writing by the City, or as required by law.

The City agrees that it will not disclose or duplicate any information designated in advance by the Contractor as "Confidential/Proprietary" information to any person (other than City personnel who must have access to such information) unless such duplication, use or disclosure is specifically authorized in writing by the Contractor or is required by law. The term "Confidential/Proprietary" does not include ideas, techniques, or concepts that are in the public domain.

**EVALUATION RIGHTS:**

The City reserves the right to: a) reject any or all proposals, or to make no award, b) require modifications to initial proposals, c) make partial or multiple awards, or d) further negotiate costs submitted in proposals. The City reserves the right to award the contract in any manner deemed in the best interest of its citizens.

**REJECTION OF PROPOSALS:**

The City of Blue Springs, Missouri reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP if it is in the best interest of the City to do so. Failure to furnish all information or to follow the proposal format requested in this RFP may disqualify the proposal. Any exception to the Scope of Work must be identified in the proposal.

**INCURRING COSTS:**

The City of Blue Springs, Missouri shall not be obligated or be liable for any cost incurred by Contractors prior to issuance of a contract. All costs to prepare and submit a response to this solicitation shall be borne by the Contractor.

**SUBMISSION OF PROPOSALS AND SUPPLEMENTAL MATERIALS:**

Proposals shall be submitted to the Director of Parks and Recreation. If supplemental materials are required or requested, then they must be submitted to the Director of Parks and Recreation as part of the proposal. Supplemental materials will not be accepted after the proposals have been opened, unless requested by the Director of Parks and Recreation. Submission or distribution by the Contractor of unsolicited supplemental materials to City employees or Officials may result in rejection of the proposal.

**DISCRIMINATION POLICY:**

Initials: 

The City of Blue Springs advises the public that it does not discriminate against any person on account of race, color, religion, creed, sex, age, ancestry, or national origin, and that such nondiscrimination is extended to procurement of materials and/or the provision of municipal services.

**WAIVER:**
The City reserves the right to waive any variances from the original RFP in cases where the variances are considered to be in the best interest of the City.

**INSURANCE:**
The Contractor that is awarded a contract shall maintain during the life of the agreement and furnish to the City the appropriate Professional Liability, Commercial General Liability, and Workers Compensation insurance certificates listing the City of Blue Springs as an "Additional Insured" during the Term of the Agreement, and a copy of such "Additional Insured" endorsement must Contractor the certificate. The minimum requirements are as follows:

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 additional insured on the policy

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

Workers Compensation – statutory requirement

**INDEMNITY:** 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.

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.

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

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.

Initials: 

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.

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

**PAYMENT TERMS AND CONDITIONS:**

The City's payment terms are Net 30 days. The City is exempt from Missouri sales and use taxes and will not pay taxes for any product or service. A copy of the City's tax-exempt certificate shall be presented to the firm or Contractor that is awarded a contract. The Contractor must understand and accept the one lump sum payment from both demolition projects once **BOTH** projects are completed and approved by Derek Mayden, Superintendent of Parks, Buildings, and Grounds.

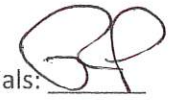
**FINALITY:**

The Agreement with appendices constitutes the entire agreement between the parties and supersedes all prior oral representations or agreements, if any. The Agreement may not be altered or amended except by a subsequent writing signed by both parties.

Inquiries concerning this Request for Proposals must be directed to:

Derek Mayden
Superintendent of Parks, Buildings, and Grounds
City of Blue Springs, Missouri
2715 NW Park Dr.
Blue Springs, Missouri 64015
Phone: (816) 228-0222
dmayden@bluespringsgov.com

END OF TERMS AND CONDITIONS

Initials: 

## SCOPE OF SERVICES

The contractor will remove and dispose of all fencing at Hidden Valley Sports Complex located at 6500 NW Valley View Dr., Blue Springs, MO. This includes fencing around nine softball fields and three baseball fields. All fencing must be replaced with new black vinyl-coated chain-link and matching fence posts. Dugouts on all fields must be rewrapped with black vinyl fencing, and posts must be black-coated or sleeved. The work does not include backstops for any softball fields or for Baseball Field 2. New backstops are required for Baseball fields 1 and 3. All materials and labor must comply with applicable safety regulations and municipal codes. The contractor will coordinate with Parks and Recreation staff to determine the appropriate schedule for work. The contractor will be responsible for locating irrigation lines, sports light electrical, and any other utilities needed to perform the work. The city will assist with lighting and irrigation locates. Fencing heights are determined on what is already on the field and will be replaced with the same fencing heights. Gates and openings will remain the same for each field as already established unless otherwise discussed in the pre bid meeting. Any damage to the current netting backstops, turf fields, or natural surfaces is the responsibility of the contractor to repair or replace at the city's discretion.

<u>If the proposal exceeds $50,000, a payment bond must be included. If it exceeds $75,000, the contractor must comply with prevailing wage laws.</u>

END OF SCOPE OF SERVICES

Initials: RP

/

**Contractor Information**

| | |
|---|---|
| C R Fence LLC | Randy Paul |
| Company Name | Please Print Name |
| 101 Golden Award Dr | Randy Paul |
| Address | Signature |
| Concordia MO 64020 | President |
| City/State/Zip Code | Title |
| 816-456-7392 | randy@c-rfence.com |
| Phone | Email |
| 28114825 | 9-9-25 |
| Tax ID NO | Date |

Signature of Contractor indicates that the Contractor understands and will comply with all terms and conditions and all other specifications made a part of this Request for Proposals and any subsequent award or contract. All terms, conditions and representations made in this invitation will become an integral part of the contract.
In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to provide services to remove two abandoned houses owned by the City of Blue Springs in accordance with the scope of services and intent of the request for proposals contained herein.

Initials: RP

## Work Authorization Affidavit

STATE OF MISSOURI )
) ss.
COUNTY OF Lafayette )

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 Randy Paul, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Randy Paul and I am currently the Owner of CR Fence LLC (hereinafter "Company"), whose business address is 101 Golden Award Dr Concordia MO 64020, 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

Randy Paul
Printed Name

Subscribed and sworn to before me this 8th day of September, 2025.

SEAL

MARTA J PITSCH
Notary Public - Notary Seal
State of Missouri
Commissioned for Lafayette County
My Commission Expires: October 15, 2026
Commission Number: 14941976

Marta J Pitsch
Notary Public

# SUBMITTAL SHEET

## Hidden Valley Fence Replacement

The contractor must complete the information on this page. Please move this page to the front of the packet in your sealed bid to make it easier for reading the bids.

| | Field/Location - Linear Ft. | | Option 1 (Concrete) | Option 2 |
|---|---|---|---|---|
| 1. | Softball Field #1 | - Total Linear Ft. 530 | $ 28,839.00 | $ 26,153.00 |
| 2. | Softball Field #2 | - Total Linear Ft. 530 | $ 28,839.00 | $ 26,153.00 |
| 3. | Softball Field #3 | - Total Linear Ft. 620 | $ 32,178.00 | $ 29,078.00 |
| 4. | Softball Field #4 | - Total Linear Ft. 710 | $ 33,953.00 | $ 30,903.00 |
| 5. | Softball Field #5 | - Total Linear Ft. 710 | $ 32,353.00 | $ 29,803.00 |
| 6. | Softball Field #6 | - Total Linear Ft. 720 | $ 32,728.00 | $ 30,128.00 |
| 7. | Softball Field #7 | - Total Linear Ft. 605 | $ 28,665.00 | $ 26,640.00 |
| 8. | Softball Field #8 | - Total Linear Ft. 650 | $ 30,103.00 | $ 27,853.00 |
| 9. | Softball Field #9 | - Total Linear Ft. 650 | $ 31,703.00 | $ 28,953.00 |
| 10. | Baseball Field #1- Total Linear Ft. 1,346 | | $ 99,084.00 | $ 94,034.00 |
| 11. | Baseball Field #2- Total Linear Ft. 1,100 | | $ 51,250.00 | $ 45,750.00 |
| 12. | Baseball Field #2 Concrete Curbing Price for Warning Track Total Linear Ft: 650 | | $ 19,500.00 | |
| 12. | Baseball Field #3- Total Linear Ft. 1,346 | | $ 119,084.00 | $ 114,034.00 |
| | Payment & Performance Bonds | | | $ 3,750.00 |
| | Misc Costs(please define below) | | | $ — |

_____

_____

TOTAL FOR ALL FIELDS - Option 1 $ 572,029.00 Option 2 $ 532,732.00

Addendum #1
Prevailing Wage Applied

**CITY OF BLUE SPRINGS**
**CITY COUNCIL INFORMATION FORM**

**DATE SUBMITTED: November 18, 2025**

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

| | | | |
|---|---|---|---|
| ☐ Ordinance | ☒ Resolution | ☐ Presentation | ☐ Public Hearing |
| ☐ Contract | ☐ Discussion | ☒ Purchase | ☐ Other |

**STRATEGIC PLAN PRIORITY**

| | | |
|---|---|---|
| ☐ Downtown Revitalization | ☐ Balanced Growth | ☐ Community Identity |
| ☐ Infrastructure | ☒ Community Safety | ☐ Organizational Health |

**ISSUE/REQUEST**

Adopt a Resolution approving a purchase in the amount of $362,887.00 from Molle Chevrolet Inc. for six Chevrolet Tahoe patrol vehicles.

**BACKGROUND/JUSTIFICATION**

To keep the patrol fleet in serviceable rotation, four patrol vehicles need to be replaced with six Chevrolet Tahoe patrol vehicles. Five of the vehicles will be marked patrol units and one will be an unmarked patrol unit. Molle Chevrolet is a local dealer and has confirmed a guaranteed build date of December 1, 2025, with delivery expected in January of 2026. Blue Springs Ford cannot confirm a build date for new orders and cannot provide a quote for an Expedition Police Package vehicle comparable to the Chevrolet Tahoe Police Package. The Chevrolet Tahoe Police Package provides superior performance, capacity and safety features tailored for law enforcement operations. Molle Chevrolet has demonstrated exceptional service and responsiveness over the past several years, consistently completing warranty work and repairs within days.

The purchase of six Chevrolet Tahoe vehicles from Molle will total $362,887.00 and will be made using funds budgeted for this purpose in the current fiscal year. Four of the vehicles will be funded in the general fund account in the amount $241,723.00 and two of the vehicles will be funded through the public safety sales tax account in the amount of $121,164.00.

**FINANCIAL IMPACT**

| | |
|---|---|
| Contractor: | Molle Chevrolet Inc. |
| Amount of Request/ Contract: | $362,887 |
| Amount Budgeted: | 100-20030-540300 - $252,000<br>155-21030-540300 - $126,000 |
| Budget Year: | FY 2025-26 |
| Funding Source/Account #: | 100-20030-540300 - $241,924.66<br>155-21030-540300 - $120,962.34 |
| Account Balance: | 100-20030-540300 - $352,000<br>155-21030-540300 - $251,000 Date: 11/25/2025 |

**PROJECT TIMELINE**

| Estimated Start Date | Estimated End Date |
|---|---|
| January 2, 2026 | On delivery |
| **Years and Months Contract in effect** | **Number of times renewable** |
| N/A | 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 bid attached as Exhibit A.

**REVIEWED BY:**

| | |
|---|---|
| Requesting Director:<br>***Bob Muenz*** | Budget:<br>***Lori Turner*** |
| Legal:<br>***N/A*** | City Administrator:<br>***Christine Cates*** |

**SUPPORTING DOCUMENTS:**
**(FOR CONTRACT ITEMS ONLY)**

| Document | Required | If not required, explain |
|---|---|---|
| Certificate of Insurance: | ☐ | N/A |
| E-Verify: | ☐ | |
| Bond: | ☐ | N/A |
| IRS Form W-9: | ☒ | |
| Bid/RFP/RFQ and Tabulation | ☐ | N/A |
| Bid Waiver: (less than three bids) | ☒ | |
| Contractor address and email: | ☒ | Molle Chevrolet Inc.<br>411 NW Mock Ave.<br>Blue springs Mo 64014<br>danderson@mollechevrolet.com |
| Project Exemption Certificate needed: | ☐ | N/A |

Resolution No. 106-2025

**A RESOLUTION APPROVING THE PURCHASE OF SIX CHEVROLET TAHOE POLICE UTILITY VEHICLES FROM MOLLE CHEVROLET INC.**

WHEREAS, the City of Blue Springs desires to purchase six Chevrolet Tahoe Utility Police Vehicles from Molle Chevrolet; and

WHEREAS, the Police Department prepared specifications and secured quotations for Patrol Vehicle for purchase on a per vehicle basis; and

WHEREAS, the Department received a bid from the vendor and now recommends that the City purchase from Molle Chevrolet Inc., six Chevrolet Police Vehicles in the amount of $362,887.00.

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 purchase from Molle Chevrolet Inc.,411 NW Mock Ave. Blue Springs MO., 64014, six Chevrolet Police Vehicles for the amount of $362,887.00 as outlined in the Quote Worksheet attached hereto as Exhibit A.

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 15th day of December 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Megan Rodgers, Deputy City Clerk

EXHIBIT A

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

Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial ( ⚠ Incomplete )

## Quote Worksheet

| | | MSRP |
|---|---|---|
| Base Price | | $57,200.00 |
| Dest Charge | | $2,595.00 |
| Total Options | | $2,232.00 |
| | **Subtotal** | **$62,027.00** |
| DEALER DISCOUNT | | ($4,000.00) |
| GM BID ASSISTANCE | | ($1,000.00) |
| ADMIN FEE | | $300.00 |
| 5 YEAR/100,000 MILE WARRANTY | | $3,255.00 |
| | **Subtotal Pre-Tax Adjustments** | **($1,445.00)** |
| Less Customer Discount | | $0.00 |
| | **Subtotal Discount** | **$0.00** |
| Trade-In | | $0.00 |
| | **Subtotal Trade-In** | **$0.00** |
| | **Taxable Price** | **$60,582.00** |
| Sales Tax | | $0.00 |
| | **Subtotal Taxes** | **$0.00** |
| | **Subtotal Post-Tax Adjustments** | **$0.00** |
| | **Total Sales Price** | **$60,582.00** |

11/24/2025
Dealer Signature / Date

Customer Signature / Date

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 26795. Data Updated: Oct 22, 2025 6:49:00 PM PDT.

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

Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial ( ⚠ Incomplete )

# Window Sticker

## SUMMARY

[Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial — MSRP:$57,200.00

Interior:No color has been selected.

Exterior 1:Dark Ash Metallic

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8

Transmission, 10-speed automatic

## OPTIONS

| CODE | MODEL | | MSRP |
|---|---|---|---|
| CK10706 | [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial | | $57,200.00 |
| | **OPTIONS** | | |
| 1FL | Commercial Preferred Equipment Group | | $0.00 |
| 5J3 | Calibration, Surveillance Mode interior lighting | Inc. | |
| 5J9 | Calibration, taillamp flasher, Red/White | Inc. | |
| 5LO | Calibration, taillamp flasher, Red/Red | Inc. | |
| 5T5 | Seats, front cloth and second row vinyl | Inc. | |
| 6C7 | Lighting, red and white front auxiliary dome | | $170.00 |
| 6E2 | Fleet Calibration | | $50.00 |
| 6J3 | Wiring, grille lamps and siren speakers | | $92.00 |
| 6J4 | Wiring, horn and siren circuit | | $75.00 |
| 6J7 | Flasher system, headlamp and taillamp, DRL compatible with control wire | Inc. | |
| 6N5 | Switches, rear window inoperative | | $75.00 |
| 7X3 | Spotlamp, left-hand | | $800.00 |
| 9C1 | Identifier for Police Package Vehicle | | $0.00 |
| 9G8 | Headlamps, Daytime Running Lamps and automatic headlamp control delete | | $50.00 |
| AMF | Remote Keyless Entry Package | Inc. | |
| ATD | Seat delete, third row passenger | Inc. | |
| AU7 | Key common, fleet | Inc. | |
| AZ3 | Seats, front 40/20/40 split-bench | Inc. | |

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Data Version: 26795. Data Updated: Oct 22, 2025 6:49:00 PM PDT.

## Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial ( ⚠ Incomplete )

| | | | |
|---|---|---|---|
| BCV | Lock control, driver side auto door lock disable | Inc. | |
| BTV | Remote start | Inc. | |
| C6G | GVWR, 7600 lbs. (3447 kg) | Inc. | |
| CTB | Intersection Automatic Emergency Braking | Inc. | |
| DRZ | Rear Camera Mirror, inside rearview auto-dimming | Inc. | |
| FE9 | Emissions, Federal requirements | | $0.00 |
| G6M | Dark Ash Metallic | | $0.00 |
| GU5 | Rear axle, 3.23 ratio | | $0.00 |
| K34 | Cruise control, electronic with set and resume speed | Inc. | |
| K3W | Battery, 850 cold-cranking amps with 95 amp hour rating | Inc. | |
| K6K | Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating | Inc. | |
| KX4 | Alternator, 250 amps | Inc. | |
| L84 | Engine, 5.3L EcoTec3 V8 | | $0.00 |
| MHU | Transmission, 10-speed automatic | Inc. | |
| PQA | 1FL Safety Package | | $825.00 |
| PXT | Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel | Inc. | |
| RAV | Tire, spare 275/55R20 all-season, blackwall, Firestone Firehawk Pursuit | Inc. | |
| RC1 | Skid plate, front | Inc. | |
| RNQ | Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap | Inc. | |
| T66 | Wiring provision, for outside mirrors and cargo side mirrors | Inc. | |
| TQ5 | IntelliBeam, automatic high beam on/off | Inc. | |
| UD7 | Rear Parking Assist | Inc. | |
| UEU | Forward Collision Alert | Inc. | |
| UFB | Rear Cross Traffic Braking | Inc. | |
| UHY | Automatic Emergency Braking | Inc. | |
| UKI | Blind Zone Steering Assist | Inc. | |
| UKM | Lane Keep Assist | Inc. | |
| UKT | Front Pedestrian and Bicyclist Braking | Inc. | |
| UN9 | Radio Suppression Package, with ground straps | | $95.00 |
| UOW | Side Bicyclist Alert | Inc. | |
| URW | Audio system, 17.7" diagonal advanced color LCD display | | $0.00 |

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Data Version: 26795. Data Updated: Oct 22, 2025 6:49:00 PM PDT.

## Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial ( ⚠ Incomplete )

| | | | |
|---|---|---|---|
| UT7 | Ground wires, blunt cut cargo area and blunt cut console area | Inc. | |
| V03 | Cooling system, extra capacity | Inc. | |
| V53 | Luggage rack side rails, delete | Inc. | |
| V76 | Recovery hooks, 2 front, frame-mounted, Black | Inc. | |
| VPV | Ship Thru, Produced in Arlington Assembly and shipped to Kerr Industries and onto Arlington Assembly | | $0.00 |
| VZ2 | Speedometer calibration | Inc. | |
| WUA | Fascia, front high-approach angle | Inc. | |
| XCS | Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit | Inc. | |
| Z56 | Suspension Package, heavy-duty, police-rated. | Inc. | |
| ___ | Capless Fuel Fill | Inc. | |
| ___ | Exterior ornamentation delete | Inc. | |
| ___ | Instrumentation, analog | Inc. | |
| ___ | Theft-deterrent system, vehicle, PASS-Key III | Inc. | |
| ___ | Power supply, 50-amp, power supply, auxiliary battery, passenger compartment wiring harness | Inc. | |
| ___ | Power supply, 100-amp, auxiliary battery, passenger compartment wiring harness | Inc. | |
| ___ | Power supply, 120-amp, (4) 30-amp circuit, Primary battery, relay controlled, passenger compartment harness wiring | Inc. | |
| ___ | Seat belts, 3-point, all seating positions | Inc. | |
| ___ | Active Hill Hold Assist | Inc. | |
| ___ | Protected idle | Inc. | |

| | |
|---|---|
| **SUBTOTAL** | **$59,432.00** |
| Adjustments Total | $0.00 |
| Destination Charge | $2,595.00 |
| **TOTAL PRICE** | **$62,027.00** |

## FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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Data Version: 26795. Data Updated: Oct 22, 2025 6:49:00 PM PDT.

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

Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial ( ⚠ Incomplete )

## Quote Worksheet

| | | MSRP |
|---|---|---|
| Base Price | | $57,200.00 |
| Dest Charge | | $2,595.00 |
| Total Options | | $1,627.00 |
| | **Subtotal** | **$61,422.00** |
| DEALER DISCOUNT | | ($4,000.00) |
| GM BID ASSISTANCE | | ($1,000.00) |
| ADMIN FEE | | $300.00 |
| 5 YEAR/100,000 MILE WARRANTY | | $3,255.00 |
| | **Subtotal Pre-Tax Adjustments** | **($1,445.00)** |
| Less Customer Discount | | $0.00 |
| | **Subtotal Discount** | **$0.00** |
| Trade-In | | $0.00 |
| | **Subtotal Trade-In** | **$0.00** |
| | **Taxable Price** | **$59,977.00** |
| Sales Tax | | $0.00 |
| | **Subtotal Taxes** | **$0.00** |
| | **Subtotal Post-Tax Adjustments** | **$0.00** |
| | **Total Sales Price** | **$59,977.00** |

11/24/2025

Dealer Signature / Date

Customer Signature / Date

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Data Version: 26795. Data Updated: Oct 22, 2025 6:49:00 PM PDT.

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

Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial ( ⚠ Incomplete )

# Window Sticker

## SUMMARY

[Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial — MSRP:$57,200.00

Interior:No color has been selected.

Exterior 1:Dark Ash Metallic

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8

Transmission, 10-speed automatic

## OPTIONS

| CODE | MODEL | | MSRP |
|---|---|---|---|
| CK10706 | [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial | | $57,200.00 |
| | **OPTIONS** | | |
| 1FL | Commercial Preferred Equipment Group | | $0.00 |
| 5J3 | Calibration, Surveillance Mode interior lighting | Inc. | |
| 5J9 | Calibration, taillamp flasher, Red/White | Inc. | |
| 5LO | Calibration, taillamp flasher, Red/Red | Inc. | |
| 5T5 | Seats, front cloth and second row vinyl | Inc. | |
| 6C7 | Lighting, red and white front auxiliary dome | | $170.00 |
| 6E2 | Fleet Calibration | | $50.00 |
| 6J3 | Wiring, grille lamps and siren speakers | | $92.00 |
| 6J4 | Wiring, horn and siren circuit | | $75.00 |
| 6J7 | Flasher system, headlamp and taillamp, DRL compatible with control wire | Inc. | |
| 6N5 | Switches, rear window inoperative | | $75.00 |
| 9C1 | Identifier for Police Package Vehicle | | $0.00 |
| 9G8 | Headlamps, Daytime Running Lamps and automatic headlamp control delete | | $50.00 |
| AMF | Remote Keyless Entry Package | Inc. | |
| ATD | Seat delete, third row passenger | Inc. | |
| AU7 | Key common, fleet | Inc. | |
| AZ3 | Seats, front 40/20/40 split-bench | Inc. | |
| B30 | Floor covering, color-keyed carpeting in occupant area. | | $195.00 |

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Data Version: 26795. Data Updated: Oct 22, 2025 6:49:00 PM PDT.

## Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial ( ⚠ Incomplete )

| | | | |
|---|---|---|---|
| BCV | Lock control, driver side auto door lock disable | Inc. | |
| BTV | Remote start | Inc. | |
| C6G | GVWR, 7600 lbs. (3447 kg) | Inc. | |
| CTB | Intersection Automatic Emergency Braking | Inc. | |
| DRZ | Rear Camera Mirror, inside rearview auto-dimming | Inc. | |
| FE9 | Emissions, Federal requirements | | $0.00 |
| G6M | Dark Ash Metallic | | $0.00 |
| GU5 | Rear axle, 3.23 ratio | | $0.00 |
| K34 | Cruise control, electronic with set and resume speed | Inc. | |
| K3W | Battery, 850 cold-cranking amps with 95 amp hour rating | Inc. | |
| K6K | Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating | Inc. | |
| KX4 | Alternator, 250 amps | Inc. | |
| L84 | Engine, 5.3L EcoTec3 V8 | | $0.00 |
| MHU | Transmission, 10-speed automatic | Inc. | |
| PQA | 1FL Safety Package | | $825.00 |
| PXT | Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel | Inc. | |
| RAV | Tire, spare 275/55R20 all-season, blackwall, Firestone Firehawk Pursuit | Inc. | |
| RC1 | Skid plate, front | Inc. | |
| RNQ | Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap | Inc. | |
| T66 | Wiring provision, for outside mirrors and cargo side mirrors | Inc. | |
| TQ5 | IntelliBeam, automatic high beam on/off | Inc. | |
| UD7 | Rear Parking Assist | Inc. | |
| UEU | Forward Collision Alert | Inc. | |
| UFB | Rear Cross Traffic Braking | Inc. | |
| UHY | Automatic Emergency Braking | Inc. | |
| UKI | Blind Zone Steering Assist | Inc. | |
| UKM | Lane Keep Assist | Inc. | |
| UKT | Front Pedestrian and Bicyclist Braking | Inc. | |
| UN9 | Radio Suppression Package, with ground straps | | $95.00 |
| UOW | Side Bicyclist Alert | Inc. | |
| URW | Audio system, 17.7" diagonal advanced color LCD display | | $0.00 |

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Data Version: 26795. Data Updated: Oct 22, 2025 6:49:00 PM PDT.

Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial ( ⚠ Incomplete )

| | | |
|---|---|---|
| UT7 | Ground wires, blunt cut cargo area and blunt cut console area | Inc. |
| V03 | Cooling system, extra capacity | Inc. |
| V53 | Luggage rack side rails, delete | Inc. |
| V76 | Recovery hooks, 2 front, frame-mounted, Black | Inc. |
| VZ2 | Speedometer calibration | Inc. |
| WUA | Fascia, front high-approach angle | Inc. |
| XCS | Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit | Inc. |
| Z56 | Suspension Package, heavy-duty, police-rated. | Inc. |
| ___ | Capless Fuel Fill | Inc. |
| ___ | Exterior ornamentation delete | Inc. |
| ___ | Instrumentation, analog | Inc. |
| ___ | Theft-deterrent system, vehicle, PASS-Key III | Inc. |
| ___ | Power supply, 50-amp, power supply, auxiliary battery, passenger compartment wiring harness | Inc. |
| ___ | Power supply, 100-amp, auxiliary battery, passenger compartment wiring harness | Inc. |
| ___ | Power supply, 120-amp, (4) 30-amp circuit, Primary battery, relay controlled, passenger compartment harness wiring | Inc. |
| ___ | Seat belts, 3-point, all seating positions | Inc. |
| ___ | Active Hill Hold Assist | Inc. |
| ___ | Protected idle | Inc. |

| | |
|---|---|
| **SUBTOTAL** | **$58,827.00** |
| Adjustments Total | $0.00 |
| Destination Charge | $2,595.00 |
| **TOTAL PRICE** | **$61,422.00** |

## FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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Data Version: 26795. Data Updated: Oct 22, 2025 6:49:00 PM PDT.

**CITY OF BLUE SPRINGS**
**CITY COUNCIL INFORMATION FORM**

**DATE SUBMITTED: December 10, 2025**

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

| | | | |
|---|---|---|---|
| ☐ Ordinance | ☒ Resolution | ☐ Presentation | ☐ Public Hearing |
| ☐ Contract | ☐ Discussion | ☐ Purchase | ☐ Other |

**STRATEGIC PLAN PRIORITY**

| | | |
|---|---|---|
| ☐ Downtown Revitalization | ☐ Balanced Growth | ☐ Community Identity |
| ☒ Infrastructure | ☐ Community Safety | ☐ Organizational Health |

**ISSUE/REQUEST**

Adopt a Resolution to ratify an emergency expense in the amount of $157, 445.78 to the Missouri Highways and Transportation Commission for 7 Highway sidewalks. This additional cost is required by contract and is based upon actual bids received for the project.

**BACKGROUND/JUSTIFICATION**

On June 5, 2023, Ordinance 5225 approved a Funding Agreement with the Missouri Highways and Transportation Commission (MoDOT) for sidewalks along state route 7 highway from Shaw Parkway to US 40 Highway. The City entered into an agreement with MoDOT in order to secure Surface Transportation Block Grant (STBG) funding for the construction of sidewalk improvements.

Blue Springs will receive a $3,400,000 federal grant for 80 percent of the construction costs of the sidewalk improvements. The City of Blue Springs is responsible for a 20 percent match of construction costs of the sidewalk improvements.

After bids were received by MoDOT for the project, the costs were higher than originally anticipated. The total for the City of Blue Springs portion is $1,007,445.78, the City has paid a deposit of $850,000.00. An additional deposit to be paid to MoDOT of $157,445.78 is needed to fund the project. Staff requests that Council ratify the emergency payment required for the project.

**FINANCIAL IMPACT**

| | |
|---|---|
| Contractor: | Missouri Department of Transportation |
| Amount of Request/ Contract: | $ 157,445.78 |
| Amount Budgeted: | $0 (budget amendment required) |
| Budget Year: | FY 2025-26 |
| Funding Source/Account #: | 310-72000-543100 ST-43 |
| Account Balance: | $0 (budget amendment required) Date: 12/11/2025 |

**PROJECT TIMELINE**

| Estimated Start Date | Estimated End Date |
|---|---|
| December 15, 2025 | December 31, 2026 |

**STAFF RECOMMENDATION**

Staff recommends approval.

**OTHER BOARDS & COMMISSIONS ASSIGNED**

| | |
|---|---|
| Name of Board or Commission: | N/A |

**ECONOMIC DEVELOPMENT PROJECT**

N/A

**LIST OF REFERENCE DOCUMENTS ATTACHED**

1. Resolution with Emergency Authorization Form attached as Exhibit A.

**REVIEWED BY:**

| | |
|---|---|
| Requesting Director:<br>***Christine Cates*** | Budget:<br>***Lori Turner*** |
| Legal:<br>***N/A*** | City Administrator:<br>***Christine Cates*** |

**SUPPORTING DOCUMENTS:**
**(FOR CONTRACT ITEMS ONLY)**

| Document | Required | If not required, explain |
|---|---|---|
| Certificate of Insurance: | ☐ | N/A – state of Missouri, not needed |
| E-Verify: | ☐ | N/A – state of Missouri, not needed |
| Bond: | ☐ | N/A – state of Missouri, not needed |
| IRS Form W-9: | ☐ | N/A – state of Missouri, not needed |
| Bid/RFP/RFQ and Tabulation | ☐ | N/A – state of Missouri, not needed |
| Bid Waiver: (less than three bids) | ☐ | N/A – state of Missouri, not needed |
| Contractor address and email: | ☐ | Missouri Department of Transportation<br>Kansas City Branch<br>600 NE Colbern Rd., Lee's Summit, MO 64086<br>Jodie.Puhr@modot.mo.gov |
| Project Exemption Certificate needed: | ☐ | |

Resolution No. 107-2025

**A RESOLUTION RATIFYING PAYMENT OF AN ADDITIONAL DEPOSIT TO THE MISSOURI DEPARTMENT OF TRANSPORTATION FOR 7 HIGHWAY SIDEWALKS**

WHEREAS, on June 5, 2023, Ordinance 5225 approved a Funding Agreement with the Missouri Highways and Transportation Commission (MoDOT) for sidewalks along state route 7 highway from Shaw Parkway to US 40 Highway. The City entered into an agreement with MoDOT in order to secure Surface Transportation Block Grant (STBG) funding for the construction of sidewalk improvements; and

WHEREAS, Blue Springs will receive a $3,400,000 federal grant for 80 percent of the construction costs of the sidewalk improvements. The City of Blue Springs is responsible for a 20 percent match of construction costs of the sidewalk improvements; and

WHEREAS, after bids were received by MoDOT for the project, the cost were higher than originally anticipated. The total for the City of Blue Springs portion is $1,007,445.78, the City has paid a deposit of $850,000.00. An additional deposit to be paid to MoDOT of $157,445.78 is needed to fund the project.

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 pay an additional deposit to the Missouri Department of Transportation, 600 NE Colbern Road Lee's Summit, MO 64086 for the amount of $157,445.78. A copy of the emergency authorization is attached hereto as Exhibit "A" and is incorporated herein.

Section 2. A copy of the emergency repair authorization is attached hereto as Exhibit "A" and is incorporated herein, including submitting a FY 2025-26 budget amendment to Council for aproval.

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 15th day of December 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Megan Rodgers, Deputy City Clerk

EXHIBIT A

## EMERGENCY PURCHASE/REPAIR AUTHORIZATION

Emergency purchases and repairs should be made in response to unexpected, urgent situations where there is an immediate threat to public health and safety, where public resources are at risk, where prompt action is necessary to prevent further damage to public property, machinery, or equipment, or where a delay would result in significant financial impact to the City, as determined by the City Administrator.

Once an emergency situation is identified, as defined above, and before contacting vendors for supplies or services, the City Administrator or designee shall determine the appropriate course of action. Emergency purchases and repairs should be made with as much competition as possible, given the circumstances. Departments must submit the necessary information for emergency purchases, including a description of the emergency, either prior to the purchase or as soon as feasible thereafter.

| | | |
|---|---|---|
| Date: | December 10, 2025 | |
| Requesting Department/Director: | Christine Cates, Administration | |
| Brief Description of Emergency: | Additional deposit needed for 7 Highway improvements | |
| Name of Contractor: | Missouri Department of Transportation | |
| Account #: | | |
| Estimated Amount: | 157, 445.78 | |
| Does an applicable cooperative or piggyback contract exist for the repairs or purchase? | ☒No ☐Yes | If yes, name of entity and Resolution #: |
| Were Quotes Secured? | ☐No ☒Yes | |
| Contractor: | | Quote: $ |
| Contractor: | | Quote: $ |
| Contractor: | | Quote: $ |

**EMERGENCY PURCHASE/SERVICES APPROVAL:**

Christine Cates

**Christine Cates, City Administrator**

**Emergency repairs and/or purchases that exceed $75,000 shall be presented to City Council by City Staff at the earliest opportunity after purchase or repairs have been made.*

**BUDGET REVIEW/APPROVAL:**

| | |
|---|---|
| Amount Budgeted: | $ 0 FY: 2025-26 |
| Account Balance: | $ 0 Date: 12/11/2025 |
| Notes: | Budget amendment is required |
| Approval: | Christine Cates |

**CITY OF BLUE SPRINGS**
**CITY COUNCIL INFORMATION FORM**

**DATE SUBMITTED: December 10, 2025**

**SUBMITTED BY: Nic Hutchison** **DEPARTMENT: City Development**

| | | | |
|---|---|---|---|
| ☒ Ordinance | ☐ Resolution | ☐ Presentation | ☐ Public Hearing |
| ☐ Contract | ☐ Discussion | ☐ Purchase | ☐ Other |

**STRATEGIC PLAN PRIORITY**

| | | |
|---|---|---|
| ☒ Downtown Revitalization | ☒ Balanced Growth | ☐ Community Identity |
| ☐ Infrastructure | ☐ Community Safety | ☐ Organizational Health |

**ISSUE/REQUEST**

Passage of a Bill declaring as surplus the City-owned real property located at 204 NW 15th Street and authorizing the issuance of a Request for Proposals (RFP) for the purchase and redevelopment of the site.

**BACKGROUND/JUSTIFICATION**

At the direction of City Council, staff has prepared a Request for Proposals (RFP) to solicit qualified development partners for the purchase and redevelopment of the 3.63 acre property bound by railroad tracks on the east, Main Street to the south, 15th Street to the west, and Vesper Street to the north. The site is also bisected by 14th Street. Among the twelve (12) county parcels, there are five building structures to be potentially redeveloped for adaptive re-use, seven vacant lots, as well as right-of-way space for parking, circulation, curbs, and sidewalks. In total, the project covers approximately 3.63 acres, not including right-of-way.

The subject site was originally developed as First Baptist Church prior to 1920 in Prairie Style, on the same site as the congregation's first church built decades prior. The original church building has Post Modern and Brutalist additions. The site also includes two other smaller structures on the east side of the site adjacent to the railroad.

The RFP outlines the City's preference for a high-quality, mixed-use project that could include uses such as:

- High Density Residential
- Ground Floor Commercial/Retail Services
- Restaurant/Entertainment

Proposals should demonstrate how development will enhance the economic vitality and aesthetics of downtown. Revitalizing downtown is a goal of the Strategic Plan 2025-2030, calling for the redevelopment of underutilized and incompatible properties, among other objectives relevant to the subject property. Among the relevant performance measures for revitalizing downtown, adopting a redevelopment or reuse plan for the subject property is most pertinent to the RFP.

While the City will apply the formal appraisal conducted when the property was purchased in 2024, which will be referenced during the evaluation process, developers are asked to identify the purchase price they believe reflects the fair market value of the property. The proposal should include the amount the developer is willing to pay and a letter of financial commitment or proof of funds.

To allow for adequate marketing and proposal preparation time, the RFP will remain open for 30 days.

Project Timeline:

- RFP Issued: December 16, 2025
- Proposal Due Date: March 10, 2026
- Evaluation & Selection: March – June 2026
- Negotiation with Selected Developer: June – August 2026

**FINANCIAL IMPACT**

| | |
|---|---|
| Contractor: | N/A |

**PROJECT TIMELINE**

| Estimated Start Date | Estimated End Date |
|---|---|
| December 16, 2025 | August 3, 2026 |

**STAFF RECOMMENDATION**

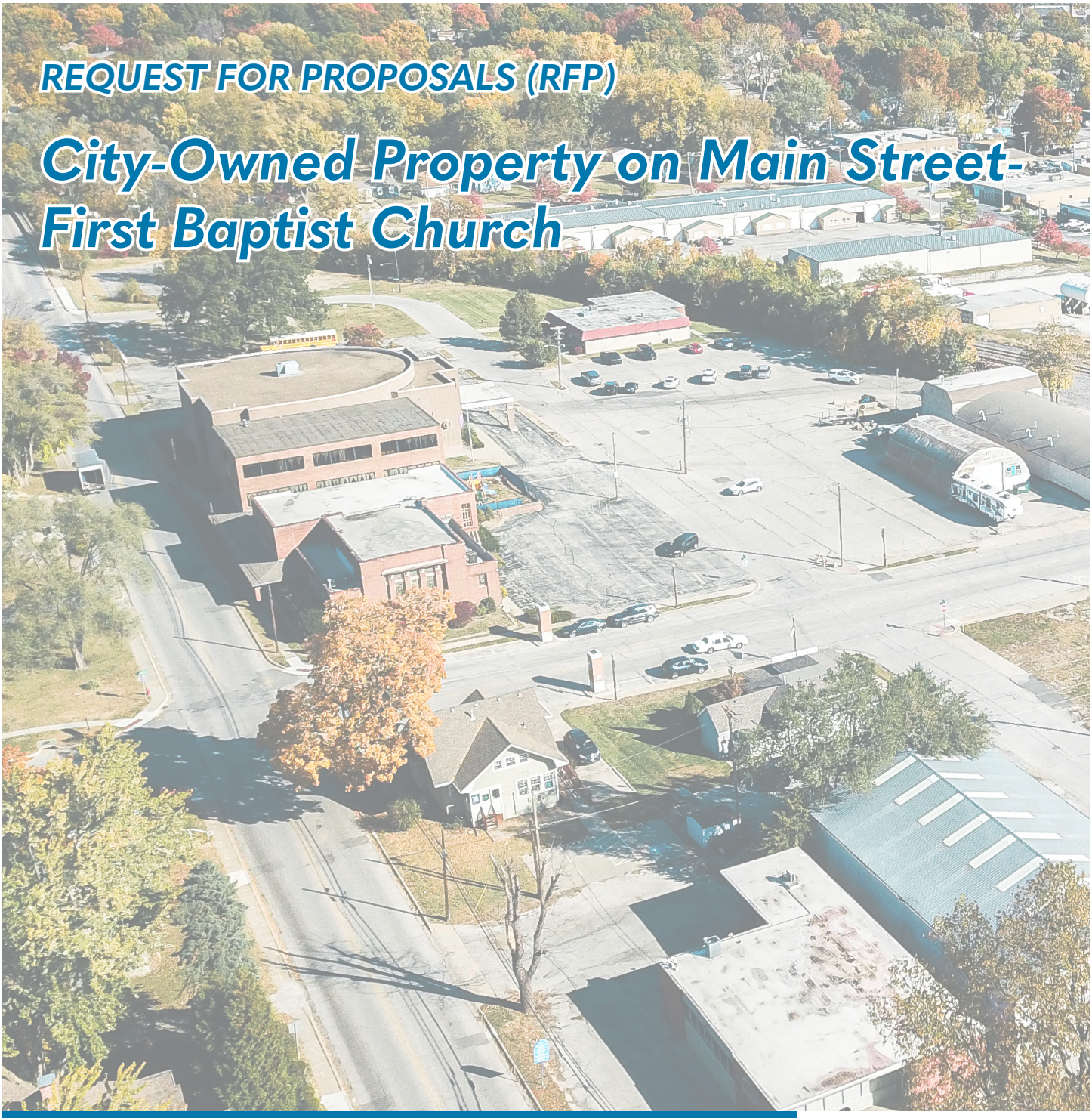
Staff recommends approval.

**LIST OF REFERENCE DOCUMENTS ATTACHED**

1. Draft RFP
2. Bill declaring property surplus

**REVIEWED BY:**

| | |
|---|---|
| Requesting Director:<br>***Nic Hutchison*** | Budget:<br>***N/A*** |
| Legal:<br>***Jennifer Baird*** | City Administrator:<br>***Christine Cates*** |



## REQUEST FOR PROPOSALS (RFP)

# City-Owned Property on Main Street- First Baptist Church

*December 16, 2025 - RFP Issued*
*March 10, 2026 - Deadline for Proposals*


**CITY OF BLUE SPRINGS, MO**
**City Development Department**
**903 W. Main St., Blue Springs, MO 64015**
**816-228-0124 | www.bluespringsgov.com**

# ABOUT BLUE SPRINGS

Blue Springs was founded by pioneers in 1827 along the cooling spring waters of the Little Blue River. In the last two decades the city has grown to more than 60,000 residents, holding the distinction of being the 10th largest city in Missouri. It offers all the excitement of metropolitan-style shopping and nightlife, with world-class sporting events, international conventions, all within a 25-minute drive, but when the day is through, the people of Blue Springs agree, there's no other place they would rather call home.



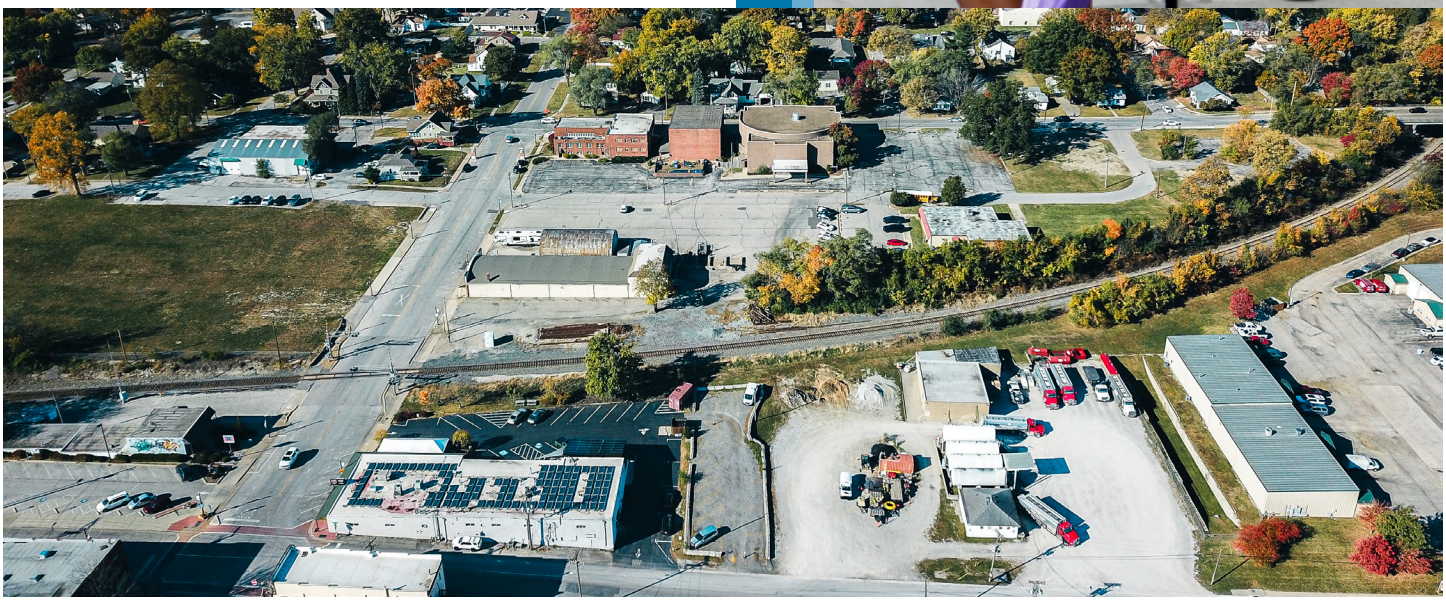


**BLUE SPRINGS AMENITIES**

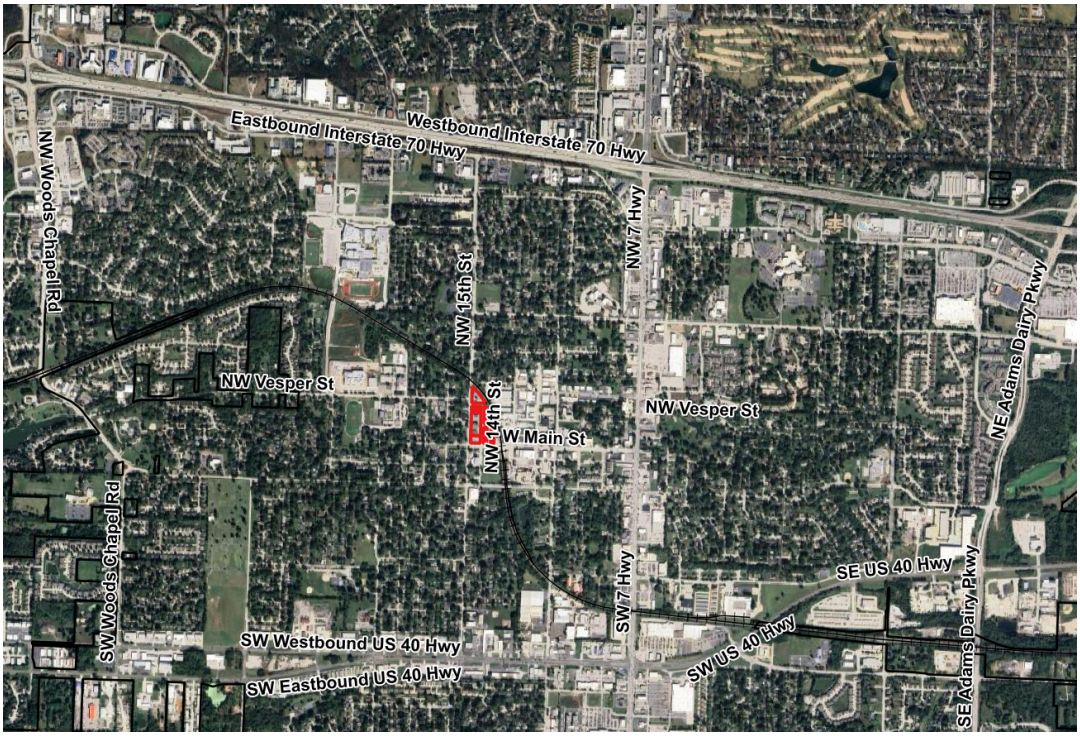
Located on Interstate 70, less than a half hour from downtown Kansas City, there is an energized, fast-growing place that knows the meaning of community. Blue Springs enjoys the benefits of:

- High-quality housing
- Central location
- Excellent health care
- Hiking trails
- Nationally recognized schools
- Outdoor recreation opportunities
- Parks

All of these are included in the many reasons families choose to live in Blue Springs! These amenities provide the foundation of a quality lifestyle for its residents.



# PROJECT OVERVIEW




The Request for Proposals ("RFP") is being issued by the City of Blue Springs, Missouri ("City").

In compliance with the City's policy on the sale of City-owned property, staff has prepared a Request for Proposals (RFP) calling for submissions on the purchase, development, and reuse of the property.

The RFP has been amended from previous issued RFPs, to reflect the Downtown Master Plan concepts for the property that include a vibrant, unique destination and sense of place that offers a mix of uses, including commercial, residential, and assembly.

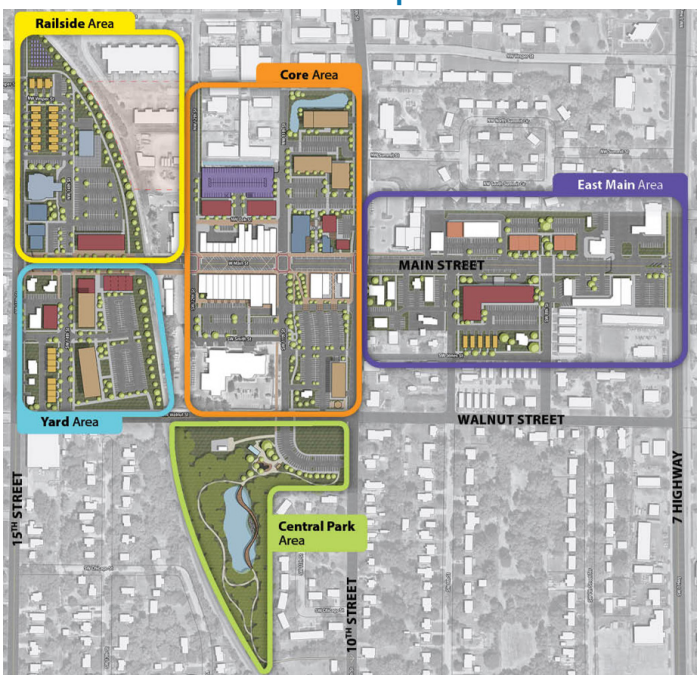
# SUMMARY INFORMATION AND CONDITIONS

1. The City of Blue Springs is accepting proposals from interested parties with the intention to purchase and develop city-owned property.
2. The property for consideration consists of twelve (12) city-owned county parcels totaling nearly 3.63 acres in size, not including right-of-way, located on the northeast intersection of Main Street and NW 15th Street in Downtown Blue Springs.
3. Bids must be placed for all lots.
4. The City is seeking a qualified party with the interest, resources and experience to purchase and develop the parcel in a manner that would be desirable to Downtown Blue Springs.
5. Preference will be given to proposals which outline a use of the parcels in the near future.
6. The City reserves the right to accept or reject any and all proposals for the best interest of the City.

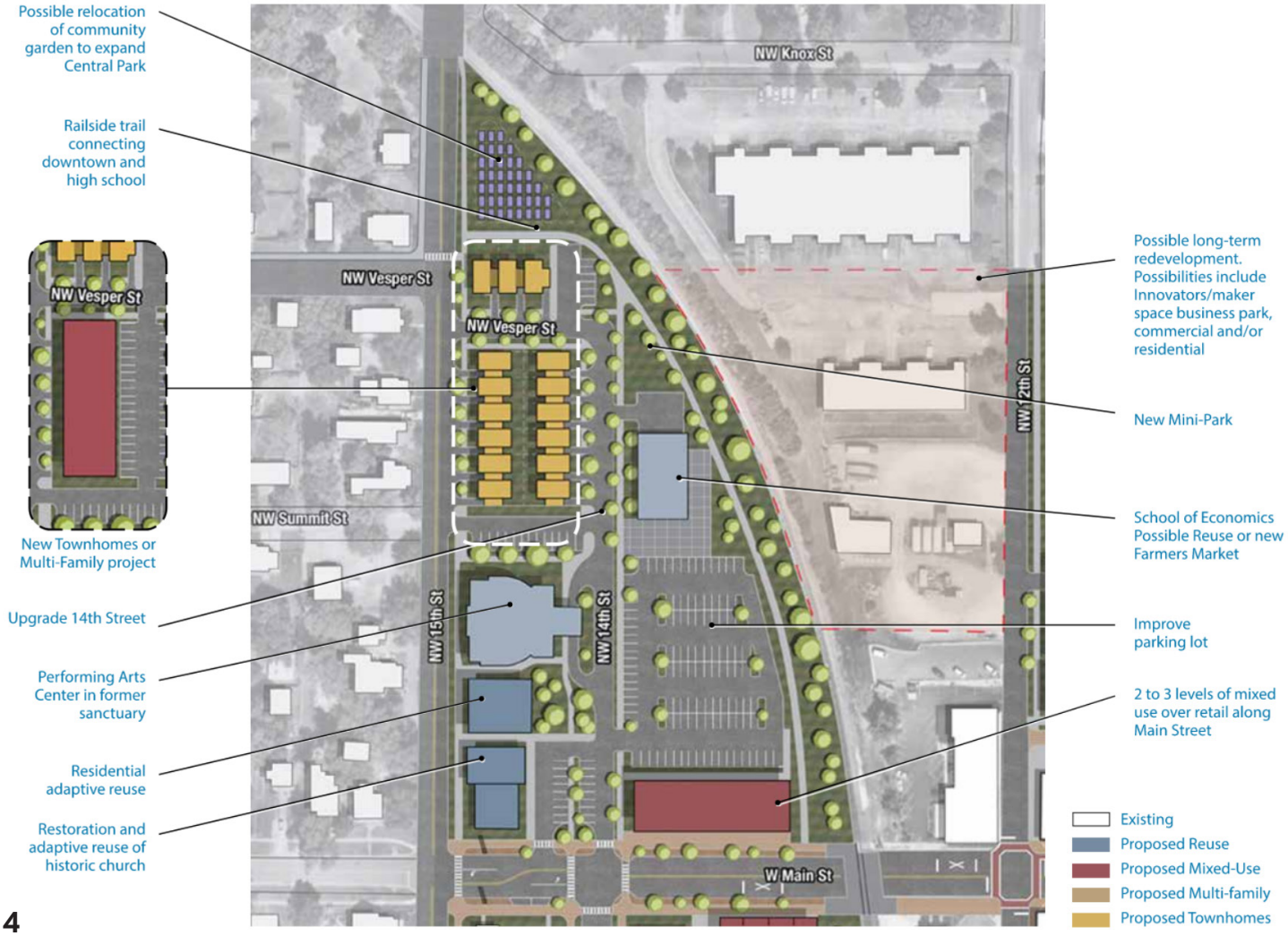
# PROJECT AREA BACKGROUND

This property, consisting of the Railside Area, is part of the Blue Springs Downtown Master Plan that was approved in March 2024. The site is bounded by railroad tracks on the east, Main Street to the south, 15th Street to the west, and Vesper Street to the north. The site is also bisected by 14th Street. Among the twelve (12) city-owned county parcels, there are five building structures to be potentially redeveloped for adaptive reuse, seven vacant lots, as well as right-of-way space for parking, circulation, curbs, and sidewalks. The City is intending to convene with the community to reach consensus on potential tenants for the remaining assembly and commercial spaces. In total, the project covers approximately 3.63 acres, not including right-of-way.

## Downtown Master Plan Concept Areas




## Railside Area Reuse and Development Concepts



# DESCRIPTION OF PROJECT AND REQUIREMENTS

## I. Project Background and Goals

The Blue Springs community envisions a vibrant, mixed-use downtown that serves as the social and economic heart of the city. The vision has been shaped through years of community dialogue, including Downtown Blue Springs initiatives, multiple citizen-driven visioning efforts, and collaboration with community partners, such as the Blue Springs Chamber of Commerce. Recent successful projects have built strong redevelopment momentum, and this project will play a key role in advancing and realizing the long-term vision for downtown.

The site is located at 204 NW 15th Street and was purchased by the City of Blue Springs in early 2025. The property and buildings on adjacent lots had been utilized for several assembly, commercial, and residential purposes. Since the City's purchase, the residential buildings have been demolished at the City's expense in the third quarter of 2025. The five remaining buildings may be evaluated for adaptive reuse or demolition to support new infill development, with associated parking lots to be improved for better circulation and state of repair upon selection of a developer.

The current zoning of the property is T-4, "General Urban", under the Downtown Development Code (DDC). While the T-4 supports a broad range of housing types and represents a predominantly residential context, the City's preference is to see this site evolve into a distinct destination that contributes to a vibrant, 24-hour downtown with a mix of land uses. To achieve this vision, rezoning will likely be required to provide the flexibility necessary for development that may incorporate retail, restaurant, office, business services, and/or entertainment uses within the central business district, but also serve as a transition to the adjacent residential historic district.

The T-5, "Urban Center", zoning designation within the DDC may be an appropriate designation for the property, as it supports a denser, mixed-use environment typically located near the core of a pedestrian corridor. The site's prominence and its potential to accommodate multiple integrated uses makes T-5 a strong candidate. However, the City remains open to innovative and creative development proposals that reinforce the site as a downtown destination. As such, the property may be considered for Planned Development (PD) zoning to allow for unique design approaches and development elements not otherwise achievable under straight zoning. The City will not consider industrial uses on this site.

Any applications for rezoning, whether T-5 or PD, shall be initiated by the Developer in coordination with City staff and in support of a finalized development agreement under the direction of the City Council.

**Railside Concept Looking Northwest**






VILLAGE





## II. Site Information:

The property for consideration consists of twelve (12) city-owned county parcels located northeast of the intersection of Main Street and 15th Street in Blue Springs, Missouri. Bids will only be accepted for those wishing to purchase all lots. The subject property is zoned T-4 in the Downtown Zoning overlay district.

The City's Downtown Master Plan, adopted in 2024, documents economic and market data, identifies market opportunities for additional retail, office, civic, and residential uses, and offers recommendations for short- and long-term land use, transportation, and open space. A substantial community involvement effort throughout the fourth quarter of 2023 and the first quarter of 2024 helped the plan become a reality. Streetscape capital projects as part of the Downtown Master Plan Capital Improvements have been budgeted by a $5 million bond, which includes streetscape enhancements and lighting.

Moreover, a candidate has been selected to develop the former lumberyard site, identified in the Downtown Master Plan, across from the subject site. Due to the prominence, size, and location of the subject property, especially with how close it is to the Lumberyard, the subject site has the ability to be a transformative and catalytic element of the redevelopment and reuse of areas specified in the Downtown Master Plan, while at the same time, continuing to implement many of the visions, goals, and desired outcomes of the current downtown capital improvements.

The City recently adopted its Strategic Plan for 2025-2030. Within it includes a goal for revitalizing Downtown, with associated objectives and performance measures related to the subject site. Specifically, the Strategic Plan calls to promote redevelopment of underutilized and incompatible properties to implement the Downtown Master Plan; utilize grants, the Main Center Redevelopment Corporation Policy, and other funding opportunities to further incentivize different types of development; and improve streetscapes to create a pedestrian-friendly environment.

The Downtown Revitalization goal objectives of the Strategic Plan for the next five years include associated performance measures relevant to the subject site, such as to adopt a redevelopment or reuse plan for the church property to support Downtown revitalization by December 2026, approve a redevelopment plan for the former lumberyard site to support mixed-use or residential development by December 2025, begin construction on the lumberyard redevelopment project by December 2026, actively engage with property owners and development partners to secure approved redevelopment plans for underutilized properties within Downtown, update the Main Center Redevelopment Corporation Policy to include modernized incentives for mixed-use residential and commercial development by December 2028, complete a comprehensive streetscape design for Downtown by December 2025, and begin construction of streetscape improvements that enhance walkability and appearance by December 2026.

The subject site was originally developed as First Baptist Church prior to 1920 in Prairie Style, on the same site as the congregation's first church built decades prior. The original church building has Post Modern and Brutalist additions. The site also includes two other smaller structures on the east side of the site, immediately west of the active Kansas City Southern Railway line.

The City intends to incorporate a railroad "quiet crossing" as part of the planned streetscape improvements. The City has initiated discussions with the Federal Railroad Administration and will continue coordination with the railroad to meet applicable design and safety standards. The selected Developer will not be responsible for establishing or negotiating the quiet crossing but will need to integrate the related streetscape and access elements into the overall site design that are finalized by the City.

The site is transected by several existing utilities, including sanitary sewer, storm sewer, domestic water lines, natural gas and power lines. The Developer will be expected to coordinate the construction of all improvements with the appropriate utility providers. The Jackson County parcel numbers and sizes are as follows:

- Parcel Number: 35-710-17-05-00-0-00-000 (0.6798 Acres)
- Parcel Number: 35-710-23-01-00-0-00-000(0.1706 Acres)
- Parcel Number: 35-710-23-02-00-0-00-000 (0.1691 Acres)
- Parcel Number: 35-710-23-09-00-0-00-000 (1.1912 Acres)
- Parcel Number: 35-710-23-08-00-0-00-000 (0.3777 Acres)
- Parcel Number: 35-710-22-07-00-0-00-000 (0.1473 Acres)
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- Parcel Number: 35-710-21-03-00-0-00-000 (0.1241 Acres)
- Parcel Number: 35-710-21-04-00-0-00-000 (0.1512 Acres)

Please see attached aerial map for more information regarding the location of the parcels.

## III. Proposal Content:

All proposals must address the following areas:

1. Transmittal Letter: The transmittal letter should include:
   - Name, title, and contact information of the individual or individuals with the authority to bind the Developer, indicating the type of organization of the respondent.
   - A brief summary of the proposal.
   - Signature of individual or individuals representing the Developer.
   - Address and legal form of the Developer.
   - A statement that, if selected, the Developer will negotiate in good faith with the City.
   - A statement that the Developer is not in arrears in the payment of any obligation due and owing to the State of Missouri, the City of Blue Springs, or Jackson County, including tax payments and employee benefits, and that it shall not become so during the term of the agreement, if selected.
   - A statement that the proposal is valid for a minimum of 120 days from the submission deadline.
   - A statement that Developer will conform and accept responsibility for compliance with all applicable federal, state, and local laws, ordinances, and regulations.

2. Statement of Qualifications: The City seeks a Developer with extensive experience and a track record of success and delivering the objectives outlined in Section IV. Developers should include in their submissions a summary that demonstrates the Developer understands the requirements of this RFP and a description as to how the Developer proposes to integrate the requirements of this RFP into the project.

3. Availability: A statement on the availability and commitment of Developer and assigned professional who will undertake the project.

4. Qualifications and Experience: Provide a summary of the Project Team's experience with examples of projects similar to the proposed project, particularly in the local Kansas City market or similar area. Descriptions of previous projects should include the following: total land and building area, scope, location, development value, duration of project from inception to completion, role of Project Team members during project execution, and client references, including authorization to contact references.

5. Project Plan: Submit a conceptual description of the proposed project that includes a site plan with the intended uses for the proposed development for the Project Area and size of the uses, including parking and access to and from the property and any coordination with adjacent land uses, as well as indicating whether rezoning of the property is necessary and whether the required rezoning would be to the T-5 classification of the Downtown Development Code or to the Planned Development (PD) zoning classification to be consistent with the parameters of the proposed development plan. It is important the Developer describes how this project will meet the development goal outlined in Section I. The design and character of the development should be consistent with the overall character of downtown Blue Springs. Dominant materials used tend to be brick and/or stone. Provide proposed building elevations, indicating proposed materials. Describe how the proposed development is consistent with the overall vision and goals of the 2024 Downtown Master Plan, or how the proposed development may be a transformative and/or catalytic element to the current or future development of adjacent downtown areas per the Downtown Master Plan. An estimated timeline for project implementation and conceptual layout should be included. The City anticipates negotiating a development agreement with the preferred Developer that will require the Developer to submit additional materials and successfully complete the City's development application process.

6. Sale Price: The proposal will include the nature of ownership the Developer is requesting and include the amount the Developer is willing to pay for the Project Area, as well as an estimate of the total investment to be made in the development of the property. The Developer would be expected to enter into funding and development agreements and sign a purchase contract with the City consistent with the parameters and goals for the development described within this RFP that would lead to a mutually agreeable development plan. The funding agreement will be used to establish a deposit made by the Developer to pay the costs and expenses of the City related to the negotiation and implementation of the purchase contract, the development agreement, and incentives for the project. Please provide a letter of support showing proof of funds.

7. Public-Private Partnership: The proposal should include a statement indicating whether the proposed development would be contingent upon any local or state government support or action other than review and approval of the development application. The City is open to a negotiated partnership role in the development of the site. The City seeks to sell the real estate, specifying certain conditions upon the sale. Moreover, the City will have certain expectations in addition to the sale price that the Developer will have to execute and agree to. In addition, the Developer will be subject to all applicable rules, regulations, and procedures attendant on the development of any property. The City is not interested in engaging a broker, agent, or consultant who proposes to work on a fee basis to market the property or act as a real estate advisor to the City. Any request for incentives must include a pro forma to outline the financial assumptions and projections of the proposed development, which shall outline the funding gap to be bridged with public incentives and estimated ROI with and without incentives.

8. Disclosure and Non-Collusion Certification: Proposal will disclose any personal or professional interest which could be a possible conflict of interest in contracting with the City. The proposal must include a properly completed and executed Non-Collusion certification.

## IV. Evaluation Criteria:

Developers interested in being considered should submit seven (7) printed copies of their proposal and one electronic copy in .pdf format on a USB flash drive in a sealed package or envelope marked "Church Redevelopment and Reuse Proposal", by 5 p.m. March 10, 2026, to the following address:

Nic Hutchison, Assistant Director of City Development
City of Blue Springs
903 West Main Street
Blue Springs, MO 64015

Proposals will be evaluated on the following criteria:

- Purchase price.
- Anticipated timeframe for purchase and development.
- Ability of the property to generate property and sales taxes.
- Overall responsiveness to the RFP.
- Developer qualifications, experience and creative vision, including unique strengths or capabilities of the development team, as well as experience in the last five years with similar projects.
- The capacity of the development proposal to bring to life the concepts and intent, including any proposed tenancies, outlined in the Downtown Master Plan for a mixed-use development with commercial, residential, and assembly land uses.
- Quality of the conceptual development plan and compatibility with development objectives.
- Developer financial capabilities and the ability to successfully execute a project of this size from concept to completion and ongoing operation.
- Such other factors the City may deem relevant, such as alignment with Strategic Plan 2025-2030 goals, objectives, and performance measures.

## V. Proposed Process and Timeline:

- RFP issued: December 16, 2025
- Final day to submit questions: February 17, 2026
- Final amendment/addendum issued no later than: February 24, 2026
- RFP due date: March 10, 2026
- Proposal review by City Council: March/April 2026
- Developer interviews: May/June 2026.
- Notification to preferred Developer and development agreement negotiations: July/August 2026

## VI. Conditions and Limitations:

By submitting a proposal in response to this RFP, the respondent expresses its intent to comply with the established timeline. In addition, the respondent accepts the evaluation process and methodology, as well as acknowledges and accepts that the determination of "the most qualified and capable" Developer will require subjective judgments. The City reserves the right to request clarification of information provided in proposals as a response to this RFP without changing the terms of this RFP. The City has the right, in its sole and absolute discretion, to reject any and all proposals received in response to this RFP and to cancel this RFP at any time, for any or no reason, prior to entering into any binding agreements. Responses to this RFP vest no legal or binding rights in the Developers nor does it or is it intended to impose any legally binding obligations upon the City, officials or employees of the City unless and until final legal binding agreements are negotiated and executed. This RFP does not commit the City to pay for costs incurred in the negotiation or other work in preparation of, or related to, a final agreement between the selected Developer and the City.

Any commitment made by the City will be subject to the appropriation of funds by the City Council to carry out any such commitments and the execution of a contract acceptable to the City. The City will not be responsible for any costs incurred by the Developer or Project Team members related to any response to this RFP and will not reimburse any costs to the Developer or Project Team member. Requests for economic development incentives as part of the development proposal must comply with the City's Guide to Economic Development Financing Tools. For assistance with requesting economic development incentives specific to downtown, please review the City's Downtown Incentives Guide.

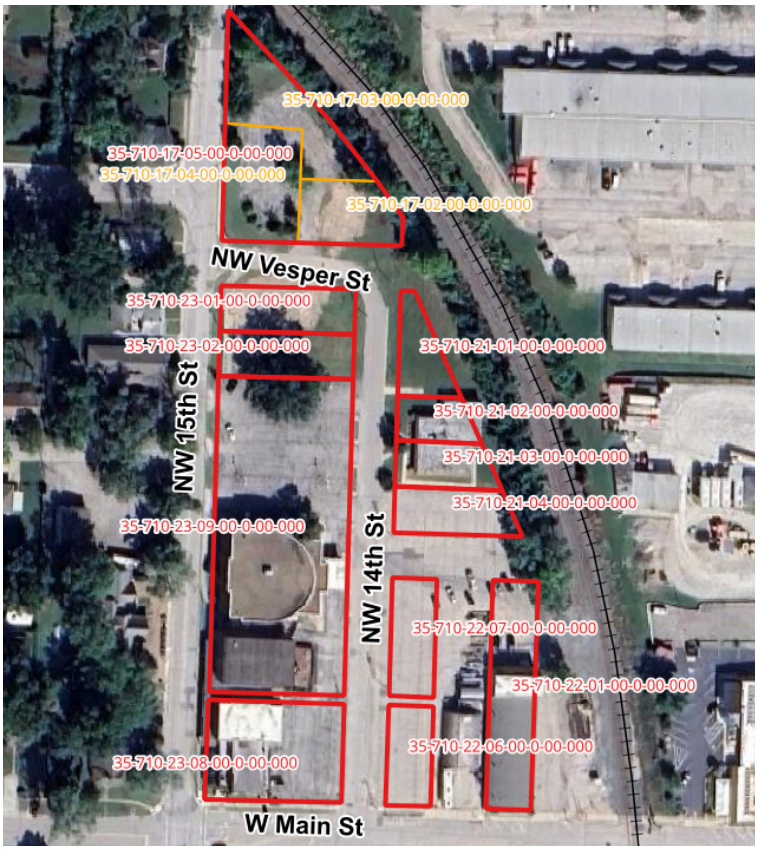
Before submitting a bid, bidders should strictly examine the site, and inform themselves of all existing conditions. To schedule a time and seek counsel, contact Nic Hutchison, Assistant Director of City Development, at nhutchison@bluespringsgov.com or (816) 622-4006.

## VII. Exhibits and Resources

- General Conditions
- Map of Project Area (attachment)
- Exhibit "A" Non-Collusion Certification
- City of Blue Springs Guide to Economic Development Financing Tools - **https://www.bluespringsgov.com/DocumentCenter/View/12465/GUIDE-TO-ECONOMIC-DEVELOPMENT-FINANCING-TOOLS**
- City of Blue Springs Downtown Incentives Guide - **https://www.bluespringsgov.com/DocumentCenter/View/19527/Downtown-Incentives-Booklet-2025-Final**
- City of Blue Springs Strategic Plan 2025-2030 - **https://bluespringsgov-my.sharepoint.com/:b:/r/personal/gschmitz_bluespringsgov_com/Documents/Strategic%20Plan%20Share/BlueSprings_StrategicPlan.pdf?csf=1&web=1&e=sHGbjq**
- City of Blue Springs Downtown Master Plan - **https://www.bluespringsgov.com/2441/Downtown-Master- Plan-2024**



# GENERAL CONDITIONS GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS




1. SCOPE: The following terms and conditions, unless otherwise modified by the City of Blue Springs within this document, shall govern the submission of proposals and subsequent contracts. The City of Blue Springs reserves the right to reject any proposal that takes exception to these conditions.
2. DEFINITIONS AS USED HEREIN:
   a. The term “request for proposal” means a solicitation of a formal, sealed proposal.
   b. The term “respondent” means the person, firm, bidder or corporation who submits a formal, sealed proposal.
   c. The term “City” means City of Blue Springs, MO.
   d. The term “City Council” means the governing body of the City of Blue Springs, MO.
   e. The term “contractor” means the respondent awarded a contract under this proposal.
3. COMPLETING PROPOSAL: All information must be legible. Any and all corrections and/or erasures must be initialed. Each proposal must be signed in ink by an authorized representative of the respondent and required information must be provided. Contents of the proposal submitted by the successful respondent of this RFP will become part of any contract award as a result of this solicitation.
4. REQUEST FOR INFORMATION: Any requests for clarification of additional information deemed necessary by any respondent to present a proper proposal shall be submitted in writing to the City of Blue Springs, 903 W. Main Street, Blue Springs, MO 64015, referencing this RFP number, a minimum of five (5) calendar days prior to the proposal submission date. Any request received after the above stated deadline will not be considered. All requests received prior to the above stated deadline will be responded to in writing by the City in the form of an addendum addressed to all prospective respondents. Contact regarding the RFP with any persons other than Nic Hutchison, including City staff or City elected officials, may result in the disqualification of the submitted response to the RFP.
5. CONFIDENTIALITY OF PROPOSAL INFORMATION: Each proposal must be submitted in or under cover of a sealed envelope to provide confidentiality of the information enclosed. The envelope should be sealed and clearly marked with the RFP number and the name of the project. All proposals and supporting documents will remain confidential until a final contract has been executed. Information that discloses proprietary or financial information submitted in response to qualification statements will not become public information. This is in accordance with the Missouri Sunshine Law.

6. SUBMISSION OF PROPOSAL: Proposals are to be sealed and submitted to the City of Blue Springs, 903 W. Main Street, Blue Springs, MO 64015, prior to the date and time indicated on the cover sheet. At such time, all proposals received will be formally opened. The opening will consist of only the name and address recording of respondents. Supplemental materials will not be accepted after the proposals have been opened, unless requested by the City.
7. ADDENDA: All changes, additions and/or clarifications in connection with this proposal will be issued by the Purchasing office in the form of a WRITTEN ADDENDUM. SUBMIT EQUAL NUMBER OF SIGNED ADDENDUM WITH THE NUMBER OF PROPOSALS REQUIRED. Verbal responses and/or representations shall not be binding on the City. Any amendments or addenda to this RFP will be posted on the City's website and distributed directly to respondents known to have the RFP. To ensure you are sent the latest information regarding this request, you must register as an interested respondent by submitting your contact information to the Assistant Director of City Development, Nic Hutchison. The City will distribute any amendments or addenda by email.
8. LATE PROPOSALS AND MODIFICATION OR WITHDRAWALS: Proposals received after the date and time indicated on the cover sheet shall not be considered. Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Proposals that are resubmitted or modified must be sealed and submitted to the Purchasing Office prior to the proposal submission deadline. Each respondent may submit only one (1) response to this proposal. No Developer may withdraw their proposal for a period of ninety (90) days from the submission deadline.
9. BONDS: When a Bond is required it shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings.)
10. NEGOTIATION: A City review committee consisting of City staff will review all proposals and may interview a short list of respondents and make a recommendation to the City Council. After selection by the City Council and following approval of a funding agreement, City staff will enter into negotiations with the successful Developer for a sale and purchase agreement and development agreement for any incentives requested. The City reserves the right to negotiate any and all elements of this proposal. The City reserves the right to select attorneys and other consultants as it deems necessary to help with the negotiation of the development agreement and related purchase contract. If the City and preferred Developer are unable to reach mutual agreement, the City may select another qualified developer from the RFP respondents.
11. TERMINATION: Subject to the provisions below, any contract derived from this Request For Proposal may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted.
    a. TERMINATION FOR CONVENIENCE: In the event that the contract is terminated or canceled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
    b. TERMINATION FOR CAUSE: Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

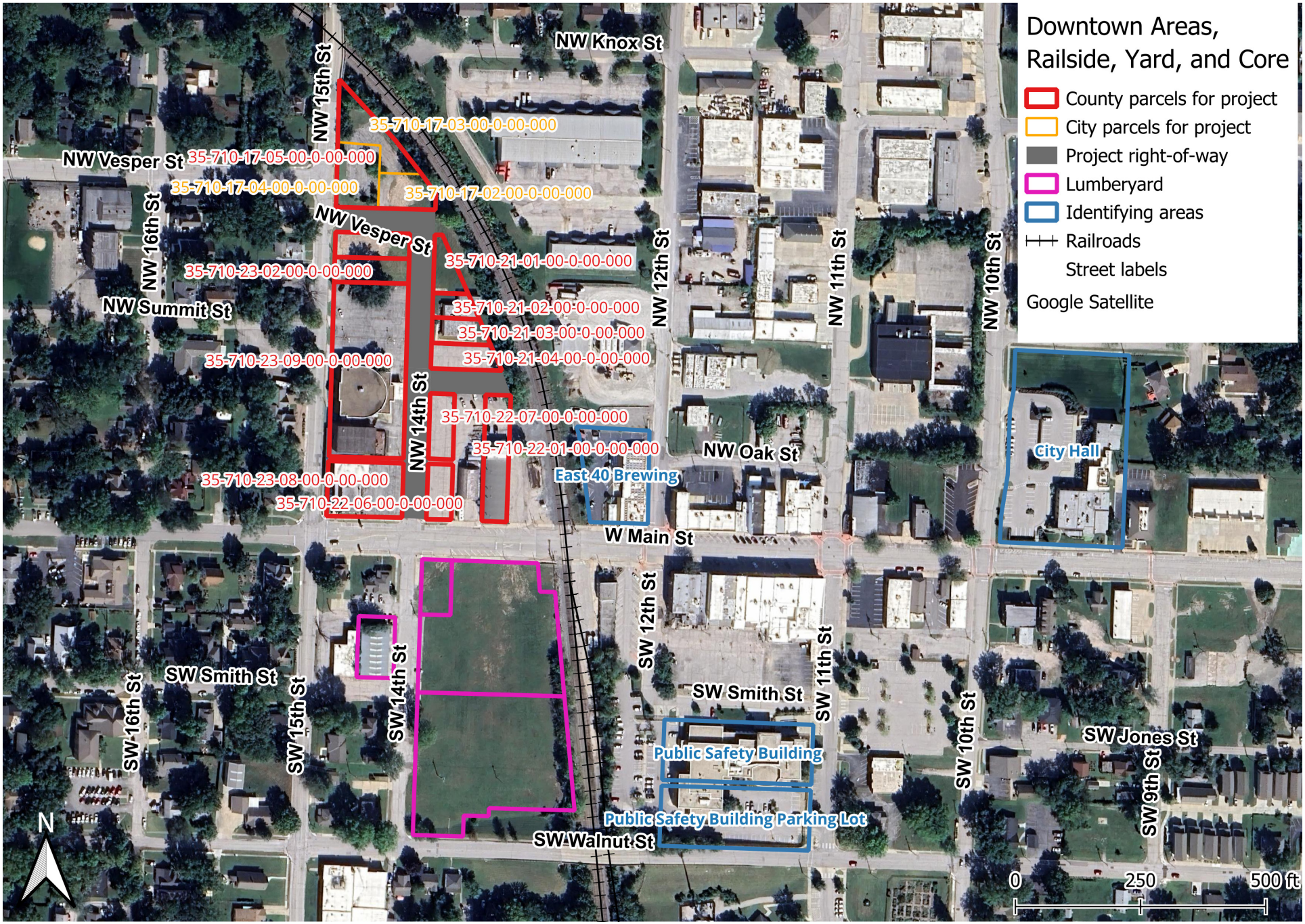





c. TERMINATION DUE TO UNAVAILABILITY OF FUNDS IN SUCCEEDING FISCAL YEARS: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled and the contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

12. TAX EXEMPT: The City and its Agencies are exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the State of Missouri.
13. SAFETY: All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
14. RIGHTS RESERVED: The City reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any proposal, and to make award to the response deemed to be most advantageous to the City. The City retains the right to use any or all ideas presented in any proposal. Selection or rejection of the proposal does not affect this right.
15. RESPONDENT PROHIBITED: Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this proposal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the City.
16. DISCLAIMER OF LIABILITY: The City, or any of its agencies, will not hold harmless or indemnify any respondent for any liability whatsoever.
17. HOLD HARMLESS: The contractor shall agree to protect defend, indemnify, and hold the City Council, City of Blue Springs, MO, its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character resulting from the error, omission or negligent act of the contractor, its agents, employees or representatives, in the performance of the contractor's duties under any agreement resulting from award of this proposal.
18. LAW GOVERNING: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri.
19. ANTI-DISCRIMINATION CLAUSE: No respondent on this request shall in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
20. DOMESTIC PRODUCTS: The City of Blue Springs follows Section 34.353, RSMo that requires each contract for the purchase or lease of manufactured goods or commodities by the City, and each contract made by the City for construction, alteration, repair, or maintenance of any public works shall contain a provision that any manufactured goods or commodities used or supplied in the performance of that contract or any subcontract thereto shall be manufactured or produced in the United States.

21. 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. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 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.
22. DEBARMENT: By submission of its response, the Contractor certifies that neither it nor its principals is presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administrations List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to in excess of $100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of $100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an Federal Department, agency or prevision of law. If the Contractor is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.


Downtown Areas,
Railside, Yard, and Core
County parcels for project
City parcels for project
Project right-of-way
Lumberyard
Identifying areas
Railroads
Street labels
Google Satellite
NW Knox St
NW 15th St
NW Vesper St
NW 16th St
NW Summit St
NW 14th St
NW 12th St
NW 11th St
NW 10th St
NW Oak St
W Main St
SW Smith St
SW 16th St
SW 15th St
SW 14th St
SW 12th St
SW 11th St
SW 10th St
SW Jones St
SW 9th St
SW Walnut St
35-710-17-03-00-0-00-000
35-710-17-05-00-0-00-000
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35-710-23-02-00-0-00-000
35-710-21-02-00-0-00-000
35-710-21-03-00-0-00-000
35-710-23-09-00-0-00-000
35-710-21-04-00-0-00-000
35-710-22-07-00-0-00-000
35-710-22-01-00-0-00-000
35-710-23-08-00-0-00-000
35-710-22-06-00-0-00-000
East 40 Brewing
City Hall
Public Safety Building
Public Safety Building Parking Lot
N
0
250
500 ft

# Blue Springs, MO




**Legend**

- Lift_Stations
- Manholes
- Meters
- San_Line
- Sewer_Misc
- San_Nodes
- Swr Valves
- B01-LBVS
- CAP
- Contact
- GP EDGEWOOD
- GP HICKORY WOOD
- GP HIDDEN POINTE
- GP HIDRDG Condos
- Inc
- Ov
- Pri
- Discha
- Storm_
- Storm_
- Storm

250.0 0 125.00 250 Feet

**Notes**

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

**NONCOLLUSIVE BIDDING CERTIFICATION**

By submission of this bid for the purchase of real property located downtown in Blue Springs, Missouri, [INSERT NAME OF DEVELOPMENT FIRM] as bidder, and the person signing on behalf of bidder, certifies under penalty of perjury, that to the best of his/her/their knowledge and belief:

1. The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. The prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
4. There is no conflict of interest related to our submission of the bid.

Subscribed to under penalty of perjury under the laws of the State of Missouri, this day of ___, of _____ 2026, as the act and deed of said limited liability company.

[INSERT NAME OF DEVELOPMENT FIRM]

By: _____

[INSERT NAME OF AUTHORIZED AGENT], Authorized Agent

Introduced by Councilmember _____ BILL NO. 5372

ORDINANCE NO. _____

**AN ORDINANCE DECLARING CERTAIN PARCELS OF CITY-OWNED REAL PROPERTY LOCATED AT 204 NW 15th STREET AS SURPLUS AND AUTHORIZING THE SOLICITATION OF OFFERS FOR DISPOSITION THEREOF**

WHEREAS, The City of Blue Springs owns real property located at 204 NW 15th Street, further described as Jackson County Parcel Number(s) 35-710-17-05-00-0-00-000 (0.6798 Acres); 35-710-23-01-00-0-00-000(0.1706 Acres); 35-710-23-02-00-0-00-000 (0.1691 Acres); 35-710-23-09-00-0-00-000 (1.1912 Acres); 35-710-23-08-00-0-00-000 (0.3777 Acres); 35-710-22-07-00-0-00-000 (0.1473 Acres); 35-710-22-06-00-0-00-000 (0.1258 Acres); 35-710-22-01-00-0-00-000 (0.2889 Acres); 35-710-21-01-00-0-00-000 (0.1145 Acres); 35-710-21-02-00-0-00-000 (0.0933 Acres); 35-710-21-03-00-0-00-000 (0.1241 Acres); 35-710-21-04-00-0-00-000 (0.1512 Acres); and

WHEREAS, The City deems it to be in the best interest of the community to declare this parcel as surplus in order to facilitate private redevelopment that aligns with the City's long-term planning goals for downtown and the downtown master plan; and

WHEREAS, The City desires to solicit proposals from qualified developers for the purchase and redevelopment of said property via a formal Request for Proposals (RFP) process.

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

Section 1. The real property located at 204 NW 15th Street, described as Jackson County Parcel Numbers: 35-710-17-05-00-0-00-000 (0.6798 Acres); 35-710-23-01-00-0-00-000(0.1706 Acres); 35-710-23-02-00-0-00-000 (0.1691 Acres); 35-710-23-09-00-0-00-000 (1.1912 Acres); 35-710-23-08-00-0-00-000 (0.3777 Acres); 35-710-22-07-00-0-00-000 (0.1473 Acres); 35-710-22-06-00-0-00-000 (0.1258 Acres); 35-710-22-01-00-0-00-000 (0.2889 Acres); 35-710-21-01-00-0-00-000 (0.1145 Acres); 35-710-21-02-00-0-00-000 (0.0933 Acres); 35-710-21-03-00-0-00-000 (0.1241 Acres); 35-710-21-04-00-0-00-000 (0.1512 Acres) are hereby declared to be surplus real property.

Section 2. The City Administrator is hereby authorized to issue a Request for Proposals (RFP) and solicit offers for the sale and private redevelopment of the surplus property.

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 15th day of December 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Megan Rodgers, Deputy City Clerk

1st Reading: _____
2nd Reading: _____

**CITY OF BLUE SPRINGS**
**CITY COUNCIL INFORMATION FORM**

**DATE SUBMITTED: November 24, 2025** **CONTRACT NO.**

**SUBMITTED BY: Nic Hutchison** **DEPARTMENT: City Development**

| | | | |
|---|---|---|---|
| ☒ Ordinance | ☐ Resolution | ☐ Presentation | ☐ Public Hearing |
| ☒ Contract | ☐ Discussion | ☐ Purchase | ☐ Other |

**STRATEGIC PLAN PRIORITY**

| | | |
|---|---|---|
| ☐ Downtown Revitalization | ☐ Balanced Growth | ☐ Community Identity |
| ☐ Infrastructure | ☒ Community Safety | ☐ Organizational Health |

**ISSUE/REQUEST**

Passage of a Bill approving an Intergovernmental Agreement with Mid-America Regional Council's Solid Waste Management District to participate in the 2026 Regional Household Hazardous Waste Collection Program in the amount of $69,820.44.

**BACKGROUND/JUSTIFICATION**

The Mid-America Regional Council's (MARC) Solid Waste Management District provides regional household hazardous waste (HHW) collection for the Kansas City Area. Except for the 2020 program, Blue Springs has been a participating member since 1998. During that time, Blue Springs residents have recycled nearly 1.5 million pounds of household hazardous waste at mobile events and permanent collection facilities. Materials collected through the program include antifreeze, batteries, oil, paint, pesticides, household cleaners, and other household chemicals/solvents.

Member communities pay a per capita rate per year allowing their residents to safely dispose of HHW at permanent locations and attend mobile events at no charge. Through this program, Blue Springs will be eligible to host a mobile event in 2026. This event provides a conveniently located HHW drop-off site for residents. Residents are also encouraged to utilize permanent facilities in Kansas City and Lee's Summit throughout the year. The HHW program provides residents with a safe and legal way of disposing of HHW, which reduces costs and injuries related to fires, medical emergencies, and illegal dumping clean-up costs. Documents attached for reference include a letter from MARC to participate in the 2026 HHW program and HHW Fees per Capita from MARC.

**FINANCIAL IMPACT**

| | |
|---|---|
| Contractor: | Mid-America Regional Council's Solid Waste Management District |
| Amount of Request/ Contract: | $69,820.44 |
| Amount Budgeted: | $75,000 |
| Budget Year: | FY 2025-26 |
| Funding Source/Account #: | 100-12500-530900 Solid Waste |
| Account Balance: | $75,000 Date: 11/25/2025 |

**PROJECT TIMELINE**

| Estimated Start Date | Estimated End Date |
|---|---|
| January 1, 2026 | December 31, 2026 |
| **Years and Months Contract in effect** | **Number of times renewable** |
| 1 Year | N/A |

**STAFF RECOMMENDATION**

Staff recommends approval.

**OTHER BOARDS & COMMISSIONS ASSIGNED**

| | |
|---|---|
| Name of Board or Commission: | N/A |

**ECONOMIC DEVELOPMENT PROJECT**

N/A

**LIST OF REFERENCE DOCUMENTS ATTACHED**

1. Letter from MARC for the 2025 HHW
2. Bill with Intergovernmental Agreement attached as Exhibit A.

**REVIEWED BY:**

| | |
|---|---|
| Requesting Director:<br>***Nic Hutchison*** | Budget:<br>***Lori Turner*** |
| Legal:<br>***Jennifer Baird*** | City Administrator:<br>***Christine Cates*** |

Mid-America Regional Council
Solid Waste Management District

October 7, 2025

**Re: 2026 Regional Household Hazardous Waste (HHW) Program**

Got old paint? Unsure how to properly dispose of pesticides? Since 1997 the Regional Household Hazardous Waste Collection Program has offered residents the opportunity to safely dispose of household hazardous products that shouldn't be thrown away in the trash.

Membership in the program provides residents year-round access to collection facilities in Kansas City and Lee's Summit, and to multiple collection events.

Materials accepted for safe disposal include paint and paint-related products, automotive fluids, batteries, lawn and garden chemicals, housecleaners, fluorescent bulbs, and other items such as nail polish, bug spray and oven cleaners.

**The 2026 program fee is $1.14 per capita and is applied to 2024 population estimates.** The cost for your community is included with the agreement attached. The MARC Solid Waste Management District also supports the program with Plan Implementation funds. The district collaborates with the cities of Kansas City, Mo and Lee's Summit to make this program possible.

If you are interested in providing this service to your residents in 2026, please sign and return the agreement by **Friday, December 12, 2025.** After both parties have signed the agreement, you will receive an invoice.

District staff are available to answer any questions and can attend a city council or county commissioner's meeting to provide more information. Please contact Nadja Karpilow at (816) 701-8226 or karpilow@marc.org.

We look forward to serving your community.

Sincerely,

Doug Wylie
Chair, MARC Solid Waste Management District

IT'S YOUR HOME. MAKE IT SAFE.


**MARC Solid Waste Management District**

Serving local governments in Cass, Clay, Jackson, Platte and Ray Counties and working cooperatively with Johnson, Leavenworth, Miami and Wyandotte Counties

**Executive Board**

Appointed:

**Louis Cummings**
City of Kansas City

**Bob Huston**
Cass County

**Donna Koontz**
Clay County

**Kourie Hunter (interim)**
Jackson County

**Daniel Erickson**
Platte County

**Ken Keller**
Ray County

Elected:

**David Pavlich**
City of Kearney

**Doug Wylie, Chair**
City of Parkville

**Zan McKinney**
City of Independence

**Chris Bussen**
City of Lee's Summit

**Mike Larson, Vice Chair**
City of Sugar Creek

**Trent Salsbury**
City of Raymore

**Mike Mallon**
City of Blue Springs

**Lauran Kurtz**
City of Lake Lotawana

Ex Officio:

**Dianna Bryant**
Secretary/Treasurer

Introduced by Councilmember _____ BILL NO. 5373

ORDINANCE NO. _____

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MID-AMERICA REGIONAL COUNCIL FOR THE CITY'S PARTICIPATION IN THE 2026 REGIONAL HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM**

WHEREAS, the City of Blue Springs is a member of the Mid-America Regional Council (MARC) Solid Waste Management District; and

WHEREAS, the City began participating in the Regional Household Hazardous Waste Program for a three-month period beginning October 1, 1998, adopted by Resolution No. 55-98; and

WHEREAS, the City continued participating in the Regional Household Hazardous Waste Program annually beginning January 1, 1999, through December 31, 2019, with a pause in 2020 and participated again January 1, 2021, through December 31, 2025; and

WHEREAS, the City wishes to continue its participation in this hazardous waste program; and

WHEREAS, the City shall pay the MARC Solid Waste Management District the sum of $69,820.44 to participate in the Regional Household Hazardous Waste Program for the 2026 calendar year.

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

Section 1. The City Administrator has the authority and is hereby authorized to renew its participation in the Regional Household Hazardous Waste Program and execute the agreement with the Mid-America Regional Council Solid Waste Management District for the sum of $69,820.44; a copy of said Agreement is attached hereto as "Exhibit "A" and is incorporated herein.

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

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 15th day of December 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Megan Rodgers, Deputy City Clerk

1st Reading: _____
2nd Reading: _____

**EXHIBIT A**

# 2026

## Intergovernmental Agreement between the MARC Solid Waste Management District and Blue Springs, Missouri relating to the Regional Household Hazardous Waste Collection Program

This Agreement is entered into pursuant to Missouri Revised Statutes Section 70.210 *et seq*.

Whereas, Cass, Clay, Jackson, Platte, and Ray Counties and the City of Kansas City have formed the MARC Solid Waste Management District (SWMD) pursuant to Sections 260.300 through 260.345 of the Revised Statues of Missouri (1986 & Cum. Supp. 1990) and the members of the SWMD include most cities within the member counties; and

Whereas the City of Kansas City, Missouri (Kansas City) operates a permanent Household Hazardous Waste facility located at 4707 Deramus, Kansas City, Missouri, and operates outreach sites for collection of Household Hazardous Waste (HHW) at various locations and on various dates; and

Whereas, the City of Lee's Summit, Missouri operates a permanent Household Hazardous Waste Facility located at 2101 SE Hamblen Road, Lee's Summit; and

Whereas, Kansas City and Lee's Summit have made these HHW collection facilities available for use by members of the SWMD and the SWMD, Kansas City and Lee's Summit have agreed to create a regional household hazardous waste program for the benefit of all members of the SWMD; and

Whereas Blue Springs, Missouri (sometimes referred to in this Agreement as the "Participating Member") intends to participate in the Regional HHW Collection Program;

Therefore, the SWMD and the Participating Member agree that participation in the Regional HHW Collection Program shall be on the following terms and conditions:

I *Definitions*

Household Hazardous Waste (HHW) shall mean waste that would be classified as hazardous waste by 40 CFR 261.20 through 261.35 but that is exempt under 40 CFR 261.4 (b) (1) (made applicable in Missouri by 10 CSR 25-4.261) because it is generated by households. Examples include paint products, household cleaners, automotive fluids, pesticides, batteries, and similar materials. A determination of whether any material meets this definition shall be made by Kansas City.

II *Effective Date*

**Blue Springs, Missouri** agrees to participate in the Regional HHW Collection Program for a one-year period beginning on **January 1, 2026.**

III *Termination*

*A. Budget Limitations*. This Agreement and all obligations of the Participating Member and the SWMD arising therefrom shall be subject to any limitation imposed by budget law. The parties represent that they have within their respective budgets sufficient funds to discharge the obligations and duties assumed and sufficient funds for the purpose of maintaining this Agreement. This Agreement shall be deemed to terminate by operation of law on the date of expiration of funding.

*B. Termination of regional program*. If the regional household hazardous waste program is terminated prior to the expiration of this Agreement, the SWMD shall refund the amount paid by the participating member, less the cost of services provided prior to termination of the regional program. The cost of services shall be assessed at seventy-five dollars ($75.00) for each vehicle belonging to a resident of the participating

member that has been served prior to the termination of the program, not to exceed the amount paid by the participating member.

C. Each participating member will be required to notify the SWMD, Kansas City and Lee's Summit in writing of its intention to renew the annual agreement for the following year no later than December 15. In the event that notification is not provided in advance or the final decision is made to not rejoin the program for the upcoming year, the participating member is responsible for any costs incurred by Kansas City and/or Lee's Summit to serve residents after December 31. Kansas City and SWMD reserve the right to invoice the member city or county for any waste disposal costs incurred as a result of late notification.

IV *Duties of Participating Member*

*A. Fees*. **Blue Springs, Missouri** agrees to pay the sum of **$69,820.44** to participate in the 2026 Regional HHW Collection Program for the period from January 1 to December 31. The program participation fee is based on a per capita rate of $1.14 applied to 2024 Population Estimate figures as shown in Attachment One. At least one-half of this amount shall be paid within thirty (30) days upon receiving the district invoice. Payment of any remaining balance shall be paid within the following six months.

*B. Payment*. The Participating Member shall be obligated for payment of the amount shown in Paragraph IV(A) irrespective of the participation of its citizens, or of any actual expenses incurred by the SWMD, Kansas City, or Lee's Summit attributable to the Participating Member, except in the event of termination of the regional program, as reflected in III(B) above. Payment by the Participating Member of the agreed upon amount shall not be contingent upon renewal of this Agreement or renewal of the Agreement between the SWMD and Kansas City or Lee's Summit.

*Annual Renewal*. The agreement between the SWMD and the Participating Member will be subject to renewal each year. To assure community information is included in the printed promotional material, agreements will be due no later than February 1, 2026. No pro ration of fees is applicable under this agreement.

*C. Contact Person*. The Participating Member agrees to notify the SWMD and Kansas City, on or before the date of this Agreement, of the name of an individual who will serve as its contact person with respect to the Regional HHW Collection Program.

V *Services Provided by the SWMD*

A. *Permanent Collection Facilities*. HHW collection services shall be provided by Kansas City and Lee's Summit pursuant to agreements entered into between the SWMD and Kansas City, and the SWMD and Lee's Summit. Pursuant to those agreements, residents of the Participating Member may deliver HHW, by appointment, if required, and during normal hours of operation, to the Kansas City permanent HHW facility and to the Lee's Summit permanent HHW facility.

B. *Outreach Collections*. Pursuant to the agreement between the SWMD and Kansas City, Kansas City has also agreed to provide contractor services for the collection of HHW at outreach collection sites throughout the SWMD area. Residents of the Participating Member will be able to deliver HHW to outreach collection sites, the dates and locations of which will be negotiated by the SWMD and Kansas City. If, at the request of a Participating Member, an outreach collection is held within its boundaries, the Participating Member agrees that Kansas City or the contractor shall have overall control of the collection activities but the Participating Member shall provide the following:

- adequate and safe sites with unobstructed public access;
- access to restroom facilities and drinking water
- adequate publicity of the date and location of the mobile collection;

- a means for the collection, removal and disposal of any wastes that do not meet the definition of hazardous waste;
- volunteers or workers to conduct traffic control, survey participating residents, stack latex paint and automotive batteries, and assist with non-hazardous waste removal and bulking of motor oil;
- means of limiting the vehicles to a number negotiated by Kansas City and the SWMD (estimated to be either 200, 300, or 400 vehicles per outreach collection);
- a forklift and forklift operator available at the opening and closing of the event; and
- access to residents of any city or county that is also a participating member.

VI *Reports*

The SWMD will provide to the Participating Member quarterly reports on the operations of the Kansas City and Lee's Summit permanent facilities and on the operations of the outreach collections, based on information provided to the SWMD by Kansas City and Lee's Summit. The quarterly reports shall include the following information:

- Total number vehicles using each facility (permanent or mobile) on a quarterly basis;
- Number of vehicles from each participating member using the facility;
- An end-of-the-year summary report including waste composition and disposition.
- Each program year the district will provide brochures which include facility hours of operation, mobile event schedule, and contact information

VII *Insurance*

A. *Insurance*. The SWMD agrees that, pursuant to the terms of its Agreement with Kansas City, Kansas City shall maintain liability insurance related to the outreach collection sites under which the community where the site is located shall be named as an additional insured.

VIII *Legal Jurisdiction*

Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the parties.

MARC Solid Waste Management District:

_____ Date:

12/3/25_____

Doug Wylie, Chair

Participating Member:

_____ Date:_____

Christine Cates

Print Name

City Administrator

Print Title

Approved as to form:

/s/ Jennifer Baird

Jennifer Baird, City Attorney

**CITY OF BLUE SPRINGS**
**CITY COUNCIL INFORMATION FORM**

**DATE SUBMITTED: November 18, 2025** **CONTRACT NO.**

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

| | | | |
|---|---|---|---|
| ☐ Ordinance | ☒ Resolution | ☐ Presentation | ☐ Public Hearing |
| ☒ Contract | ☐ Discussion | ☐ Purchase | ☐ Other |

**STRATEGIC PLAN PRIORITY**

| | | |
|---|---|---|
| ☐ Downtown Revitalization | ☐ Balanced Growth | ☐ Community Identity |
| ☐ Infrastructure | ☒ Community Safety | ☐ Organizational Health |

**ISSUE/REQUEST**

Ryan Mertz of Flock Group Inc. will present the Flock Safe City Program. Upon completion of the presentation, a Resolution approving a contract with Flock Group Inc. for the Safe City program is in order.

**BACKGROUND/JUSTIFICATION**

Staff is requesting approval of a ten-year contract with Flock Group Inc. to provide the Safe City package of products. The City has partnered with Flock Group Inc. for several years to provide over fifty license plate reader (LPR) cameras at major intersections in the City, as well as recently purchasing Flock OS (live 911) and Flock Freeform which is an advanced search function and additional LPR and surveillance cameras. This has been a beneficial partnership and use of the Flock products has helped to solve and even possibly reduce crime.

Recently Flock Group Inc. has offered the Safe City program which bundles all of the products they offer into one package. The package would include Drone as First Responder (DFR), real time crime center integration (RTCC), several investigative tools utilizing artificial intelligence and additional LPR cameras, surveillance cameras and live cameras to monitor intersections and other hot spots. The addition of the DFR and RTCC aspects of this Safe City program would align with the goals outlined in the Community Safety and Wellbeing Strategic Priority of the City's Strategic Plan 2025-2030.

The approval of the contract presented by the end of December would include several significant cost reductions and additional products for the length of the contract. The approval of the presented contract would also nullify all other existing contracts with Flock Group Inc. and bundle all the services currently utilized into one contract. The year one charges of the program have been structured to be fully offset by existing account credits. The cost of the Safe City program over the term of the contract is outlined as follows:

Year 1: $0
Year 2: $88,880
Year 3: $137,610
Year 4: $337,610
Year 5: $683,800
Year 6: $683,800

Year 7: $683,800
Year 8: $683,800
Year 9: $683,800
Year 10: $683,800

The total cost for the Safe City program over the term of the contract will be $4,666,900.00 and will include free installs on the additional cameras, the substitution of the new American made drone when released in 2026, all software upgrades, two hardware refreshes and any new artificial intelligence to be developed. The City currently pays $216,000.00 annually between the various contracts with Flock Group Inc. Public Safety Sales Tax (PSST) funds will be used to support the purchase. Flock Group Inc. representatives will be on hand to discuss the program and answer questions.

If the contract is approved the implementation of the program will also require additional personnel to manage the RTCC and pilot the DFR. Initial plans are to place the RTCC in the communications center to be operated Monday through Friday daytime and evening with two civilian employees. PSST funds will also be used to fund the salaries of these two positions and is estimated to range from $120,000.00 to $150,000.00 annually with benefits. The number of positions can be expanded in the future after initial evaluation of the program.

## FINANCIAL IMPACT

| | |
|---|---|
| Contractor: | Flock Group Inc. |
| Amount of Request/ Contract: | $4,666,900.00 (over ten years – schedule located in background, first year = $0) |
| Amount Budgeted: | $155,000 |
| Budget Year: | FY 2025-26 |
| Funding Source/Account #: | 155-21000-540400 |
| Account Balance: | $144,578,86 Date: 12/9/2025 |

## PROJECT TIMELINE

| Estimated Start Date | Estimated End Date |
|---|---|
| December 16, 2025 | December 16, 2035 |
| **Years and Months Contract in effect** | **Number of times renewable** |
| 10 years | 0 |

## STAFF RECOMMENDATION

Staff recommends approval.

## OTHER BOARDS & COMMISSIONS ASSIGNED

| | |
|---|---|
| Name of Board or Commission: | N/A |

## ECONOMIC DEVELOPMENT PROJECT

N/A

## LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with Flock Contract attached as Exhibit A.

**REVIEWED BY:**

| | |
|---|---|
| Requesting Director:<br>***Bob Muenz*** | Budget:<br>***Lori Turner*** |
| Legal:<br>***James Newell*** | City Administrator:<br>***Christine Cates*** |

**SUPPORTING DOCUMENTS:**
**(FOR CONTRACT ITEMS ONLY)**

| Document | Required | If not required, explain |
|---|---|---|
| Certificate of Insurance: | ☒ | On File |
| E-Verify: | ☒ | On File |
| Bond: | ☐ | N/A |
| IRS Form W-9: | ☒ | On File |
| Bid/RFP/RFQ and Tabulation | ☐ | N/A |
| Bid Waiver: (less than three bids) | ☒ | |
| Contractor address and email: | ☐ | Ryan Mertz<br>ryan.mertz@flocksafety.com<br><br>Flock Group Inc.<br>1170 Howell Mill Rd., Suite 210<br>Atlanta, GA. 30318 |
| Project Exemption Certificate needed: | ☐ | N/A |

Flock Safety



# Welcome to your Safe City

Blue Springs, MO





01 Intro & Proposal

02 Strategic Plan Alignment

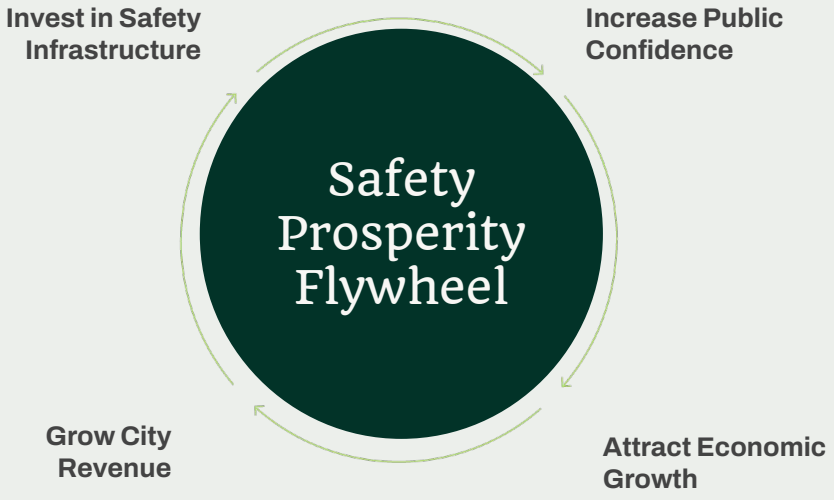
03 Real-time Policing Technology

04 Security & Accountability

05 Real Impact & Results

# Flock Safety shared mission:

**Eliminate crime and shape a safer future & thriving communities together.**




**6,000+**
Communities protected by Flock

**2,800+**
Crimes solved per day using Flock

**>15%**
Of reported crime in the US solved using Flock

**+23%**
Agencies across the US are using Flock

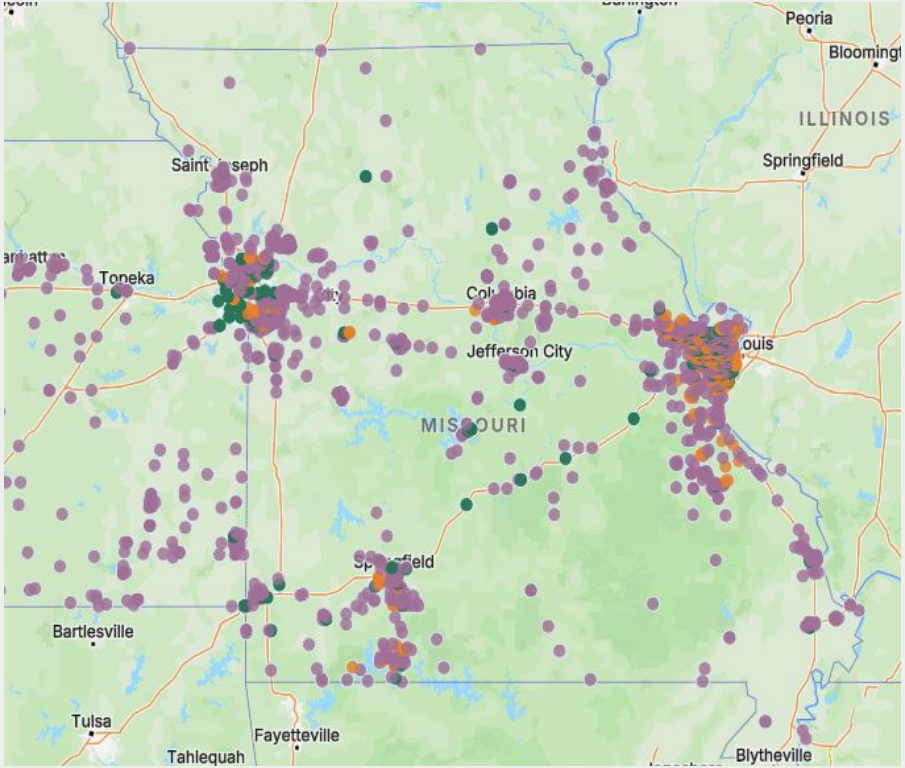
*The calculation of this figure follows the methodology outlined in the TCU study, applied to continuously updated data from our customers. The statistics presented in this document are based on proprietary data and may not be fully representative of the market as a whole. Due to the confidential nature of this information, certain details have been aggregated and cannot be disclosed.

Partnership History

# Flock Safety in Missouri

**150+ law enforcement agencies, including:**

- Blue Springs PD (since 2023)
- Lee’s Summit PD
- St. Louis PD & Kansas City PD
- St. Charles County SO



# Flock's Pace of Innovation

**2016** — Neighborhood break-ins

**2017** — Built LPR prototype // Founded Flock Safety

**2018** — First crime solved // First news coverage

**2019** — Jersey Village, TX - first Police customer

**2020** — First AMBER alert solved in GA

**2021** — Audio Detection launched

**2022** — Lowe's - first major big box retailer customer

**2023** — FlockOS + live video + Mobile app + Long Range LPR launched

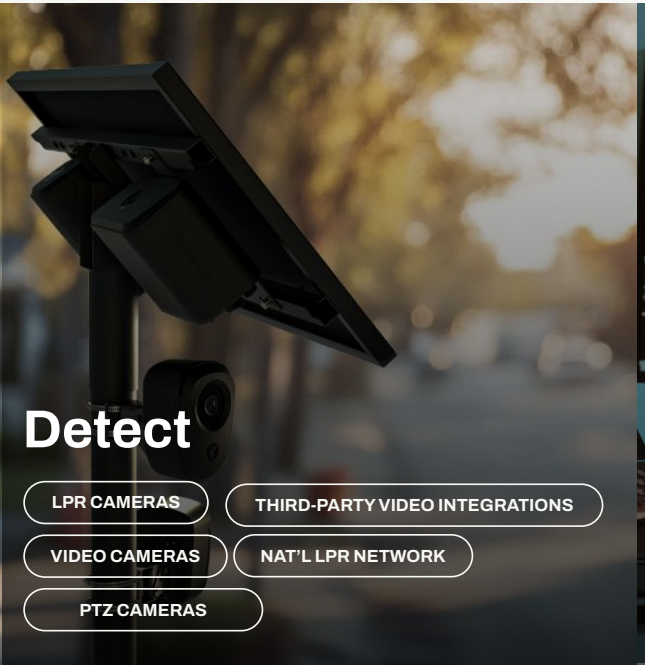
**2024** — Flock DFR, Flock 911, Dual Lens PTZ, Mobile Security Trailer launched

**2025** — "Building Thriving Communities"

1,000 missing people have been found

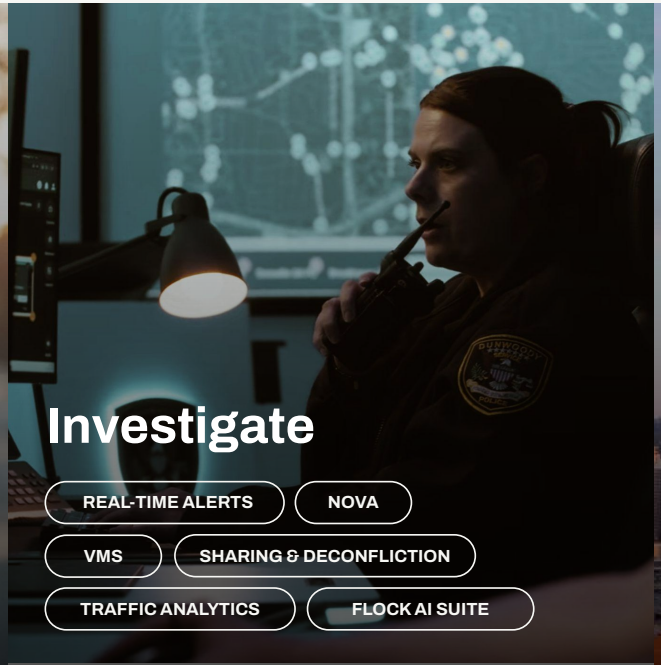
FreeForm, Nova, and other AI tools launched

# The Foundations Behind Every Safe City



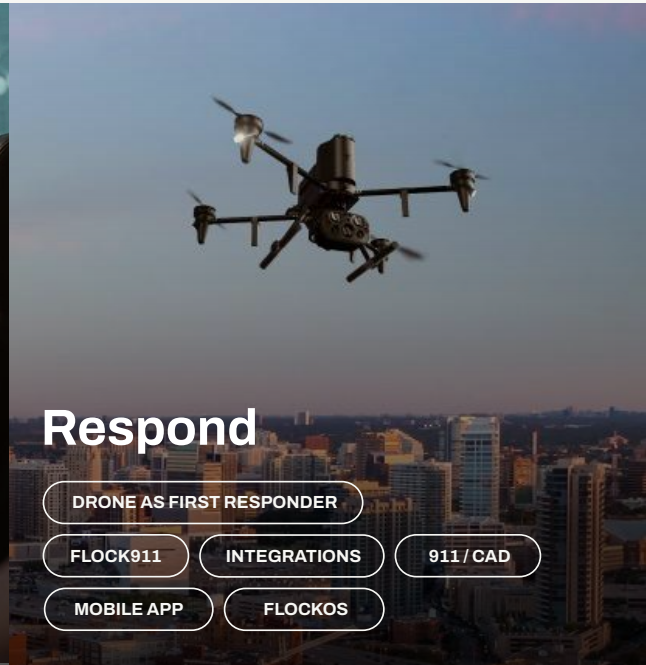
## Detect

- LPR CAMERAS
- THIRD-PARTY VIDEO INTEGRATIONS
- VIDEO CAMERAS
- NAT'L LPR NETWORK
- PTZ CAMERAS



## Investigate

- REAL-TIME ALERTS
- NOVA
- VMS
- SHARING & DECONFLICTION
- TRAFFIC ANALYTICS
- FLOCK AI SUITE



## Respond

- DRONE AS FIRST RESPONDER
- FLOCK911
- INTEGRATIONS
- 911 / CAD
- MOBILE APP
- FLOCKOS

# Organizational Health:

Leverage modern technologies & systems to improve operations for every department in Blue Springs.

















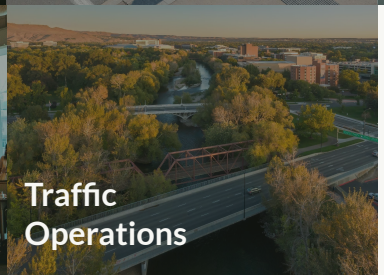










Flock Safety



# Safe City Solution

# Blue Springs:

## First Safe City in Missouri

Accelerate your technology by **+10 years**

## Total Proposed Deployment

**Detect**

- → 76 LPRs (+12)
- → 37 PTZ / Live Cameras (+29)
- → 20 Community Cameras (+10)
- → VMS Stream Integrations (+160)

**Investigate AI**

- → Flock OS Premium (+)
- → Flock Nova (+)
- → Flock Amplified Intelligence (+)
- → Freeform, Enhanced LPR
- → Flock 911

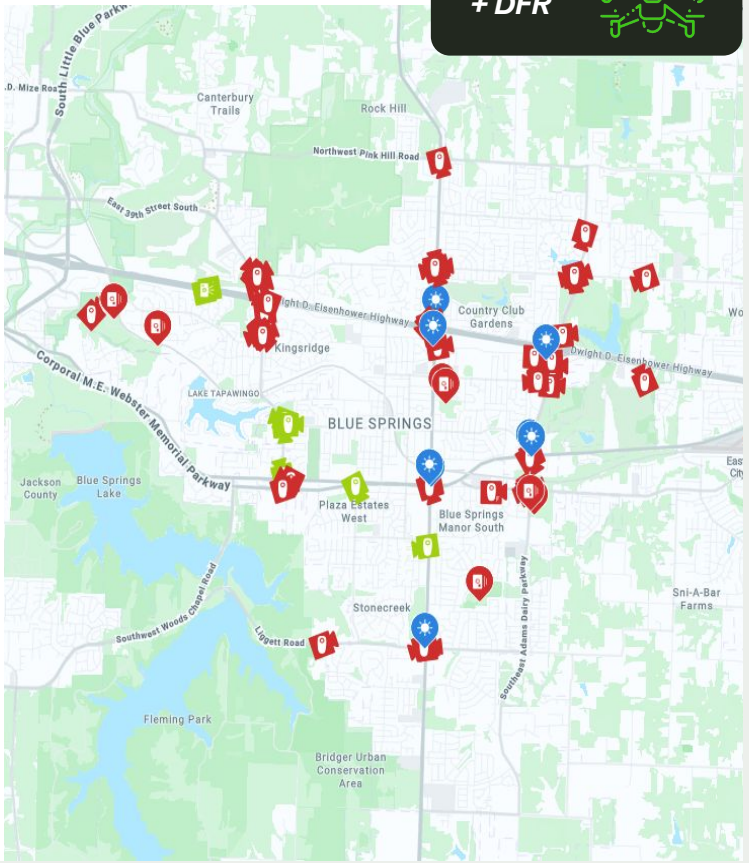
**Respond**

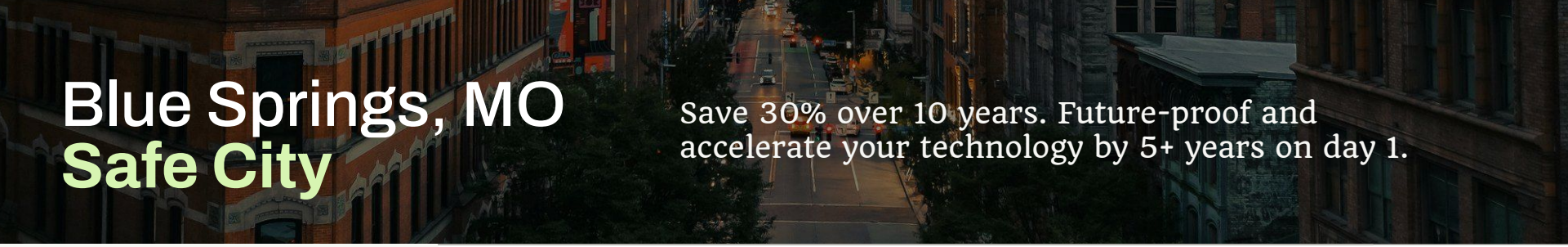
- → Flock DFR - Alpha w/ Radar (+)

Dock 3's until available in 2026

*(2 x Drone + 2x Dock flying at 400ft)*

**+ DFR**





# Blue Springs, MO
# Safe City

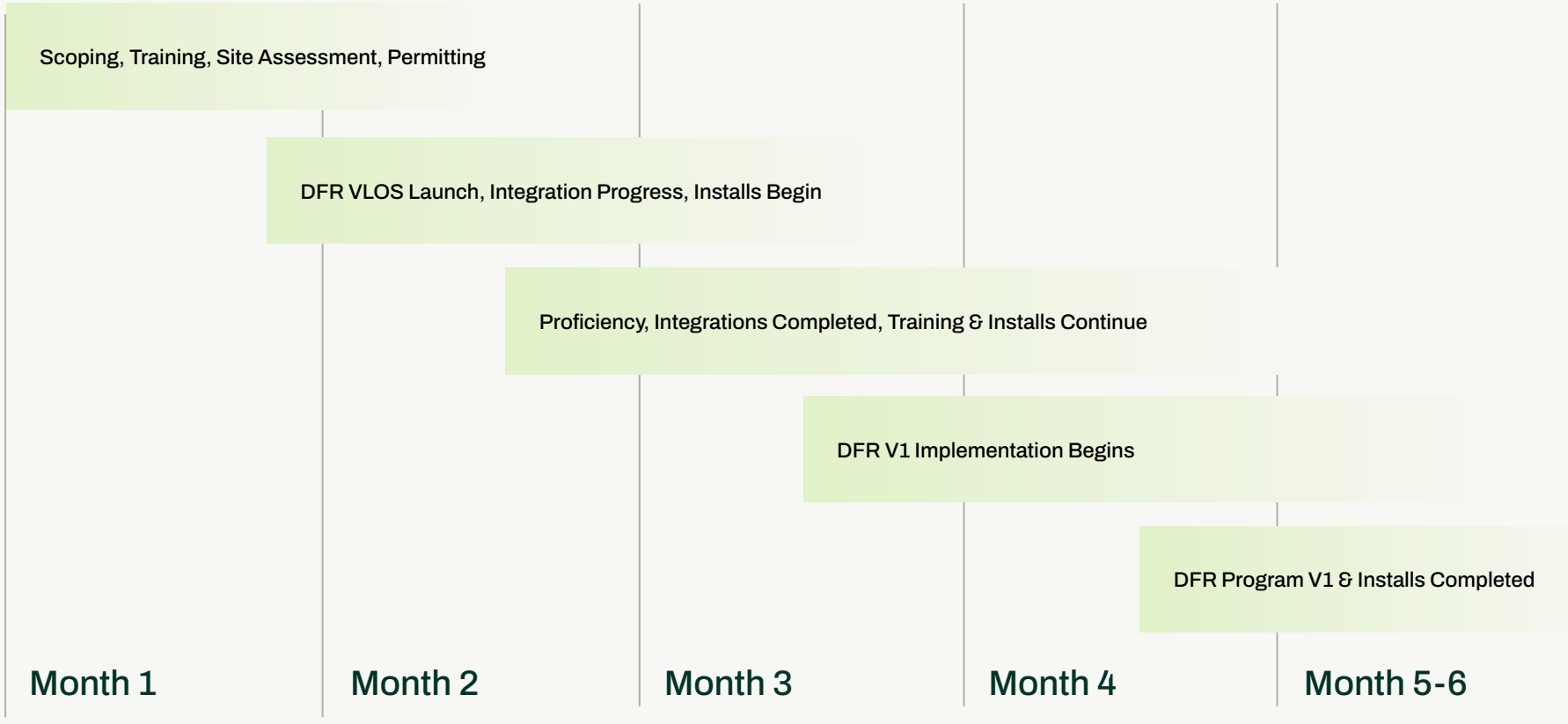
Save 30% over 10 years. Future-proof and accelerate your technology by 5+ years on day 1.

## What you can expect from Your Safe City contract:

- Predictable Payment Structure: 5-year ramp up to full pricing
- Long-Term Savings: 30% over our 10-year agreement
- Save 2 Million, compared to a-la-carte purchasing options.
- **$92K** in additional savings that aren't reflected in the numbers to the right:
  - Installs Covered ($42K)
  - Alpha Drone Swap ($25K)
  - Flock AI Features (+$25K)
  - 2x Hardware Refreshes
  - All FlockOS Upgrades

| Year | Safe City Amount | Current Spend | Incremental Spend | Savings |
|---|---|---|---|---|
| 2026 | $0 | $206,000 | -$171,730 | $512,070 |
| 2027 | $88,880 | $206,000 | - $117,120 | $594,920 |
| 2028 | $137,610 | $206,000 | -$68,390 | $546,190 |
| 2029 | $337,610 | $206,000 | $131,610 | $346,190 |
| 2030 | $683,800 | $206,000 | $477,800 | $0 |
| 2031 | $683,800 | $206,000 | $477,800 | $0 |
| 2032 | $683,800 | $206,000 | $477,800 | $0 |
| 2033 | $683,800 | $206,000 | $477,800 | $0 |
| 2034 | $683,800 | $206,000 | $477,800 | $0 |
| 2035 | $683,800 | $206,000 | $477,800 | $0 |
| | $4,666,900 | $2,060,000 | | **$1,999,370** |

# Safe City Implementation






# Strategic Alignment
## with Blue Springs priorities

- Mission Statement to Promote Safety, Brand Identity & Rich History of Innovation
- Downtown revitalization, protect those investments and concentrated residents
- Highlight community assets, modernized, consistent operations, organizational health
- Leverage technology, to reduce crime, increase staffing and retention
- Infrastructure support, Traffic Analytics

# Thriving Cities Fund

Growth Capital for Blue Spring's Brick & Mortar Businesses

## $100K

Up to $100K per safe city to help local small businesses open new locations





Not charity. Flexible, revenue-based funding that supports growth instead of charity

## $1.4M

allocated so far and more than 400 jobs created






# FIFA's Critical Use Cases, Solved by Flock

- Crowd Management
- Threat Detection
- Multi-Agency Coordination
- Perimeter & Route Security
- Command Center Visibility
- Transit Monitoring & Analytics

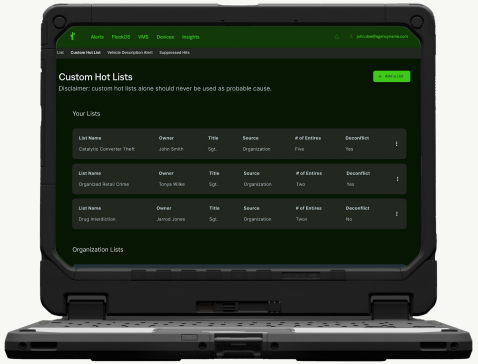





# Detect

- LPR CAMERAS
- MOBILE SECURITY TRAILERS
- THIRD-PARTY VIDEO INTEGRATIONS
- AUDIO SENSORS
- VIDEO CAMERAS
- NAT'L LPR NETWORK




# Investigate

- REAL-TIME ALERTS
- NOVA
- VMS
- SHARING & DECONFLICTION
- TRAFFIC ANALYTICS
- FLOCK AI SUITE

Flock Safety

# FlockOS Premium

One map. One login. One future-ready platform.

- **See everything in one place** — live video, LPR, alerts, and more
- **Turn any screen into a command center** — no facility needed
- **Plug into your world** — CAD, BWC, drones, RMS, and more

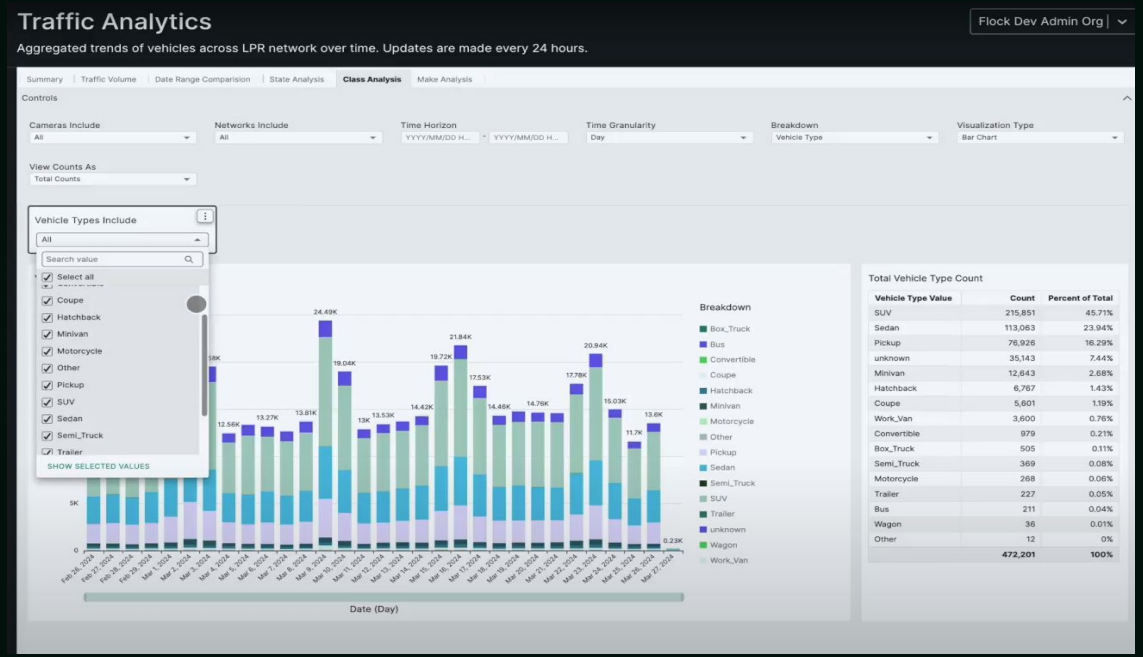


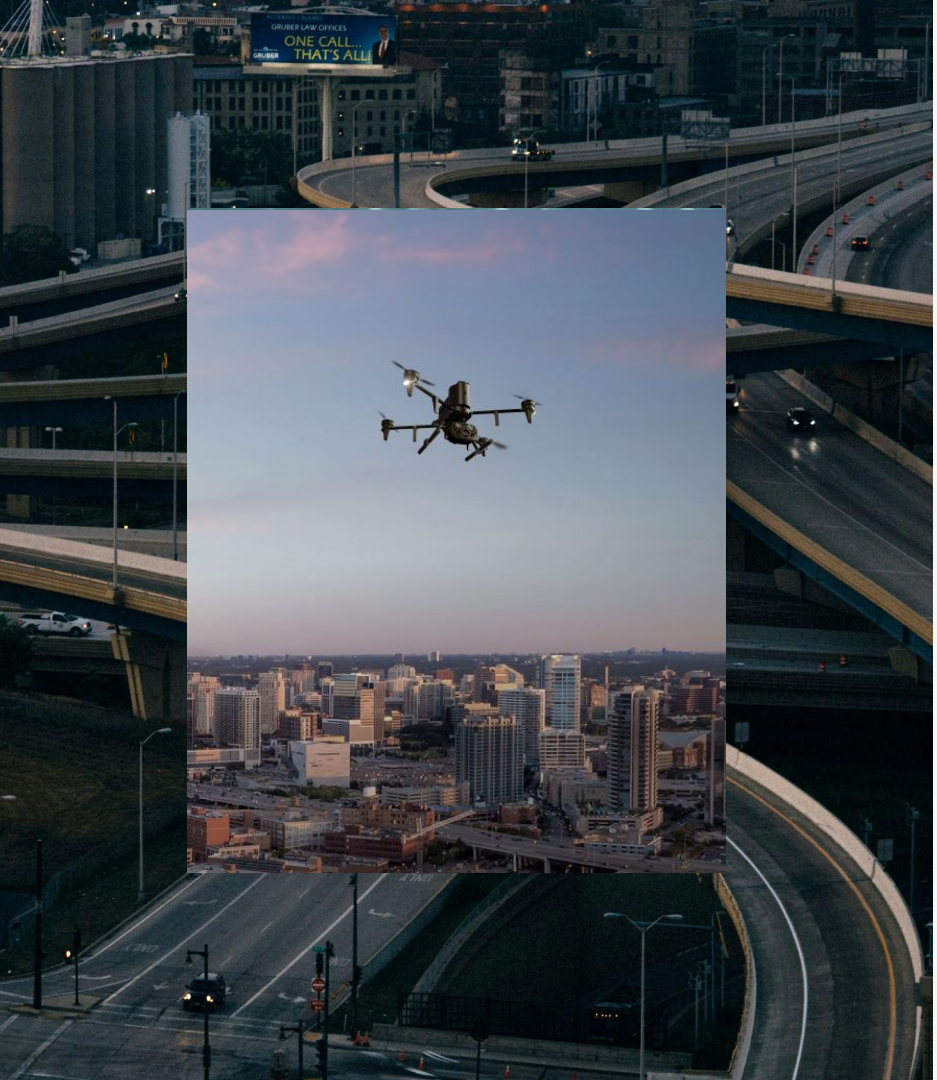
Traffic Analytics

# Traffic Insights From Your Existing LPR Network

Partner with your local department of public works or state DOT

- **Traffic monitoring**
  Dramatically expand your city's network of continuous counting stations
- **Resource planning**
  Strategically deploy safety and enforcement resources where they make the most impact
- **Emergency management**
  Use traffic data to develop evacuation and emergency response plans
- **Economic development**
  Understand economic trends and make better strategic investments








# Respond

DRONE AS FIRST RESPONDER

FLOCK911 | INTEGRATIONS | 911 / CAD

MOBILE APP | FLOCKOS

DFR | Deployment

# Blue Springs PD DFR Impact!

## Projected Results

If the City of Blue Springs operated a Flock DFR program from October 2024 – October 2025 utilizing the proposed layout, the results could have been ...

**50,563**
Total Calls for Service Jurisdiction-wide

**57,779**
ALPR Alerts Jurisdiction-wide

- Number of CFS / Alerts meritting a DFR response ...

**14,010**
DFR Responses to CFS

**13,984**
DFR Responses to ALPR/Audio Alerts

- with estimated responses times of ...

**01:44 Minutes**
Avg. Response Time

- and could have helped alleviate ...

**2,240** Calls/Alerts Cleared w/o patrol response

- resulting in a ...

**0.99**
Force Multiplication

**2054**
Officer Hours Saved

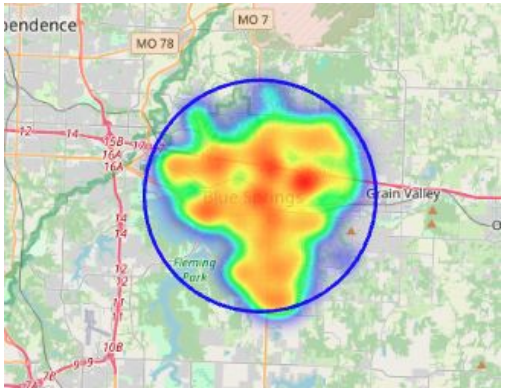
**$126,317**
Value Added

DFR | Deployment

# Expected Response Times

**01:44 Min**

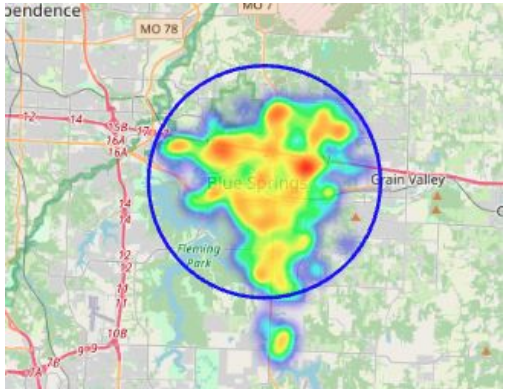
+200% Improvement from Current P1 Call Response Times




All calls meriting a DFR response within the 3.5 mi. radius of the launch locations

## All DFR Calls Within Range

| | |
|---|---|
| # of Calls | **14,010** |
| Average Expected Drone Response Time | **01:44 min** |




All P1 calls for service

## DFR Priority 1 Calls

| | |
|---|---|
| # of Calls | **1,550** |
| Average Expected Drone Response Time | **01:45 min** |

90 Second Response Times



# Built with Privacy in Mind

## Protecting privacy by design

- Data is 100% owned by customers and will **never** be sold.
- Private customers **never** have access to government data or hotlists.
- Flock **automatically deletes** data after 30 days by default.
- Flock has **no access** to personally identifiable information.
- **Only your agency** decides who to share with, not Flock.

**All data is stored with end-to-end encryption** including:

- FBI (CJIS)
- NDAA
- SOC2 (Type II)
- SOC3
- ISO 27001
- Higher Education Community Vendor Assessment Tool (HECVAT)
- FERPA

We are also aligned with the security protocols established by NIST Cybersecurity as well as the Cloud Security Alliance CAIQ framework.

# Community Safety & Community Values

## Industry Leading Compliance Features

**Search Filters**

Prevents searches related to immigration or reproductive health at the request of a community.

**Federal Limitations**

No federal access to nationwide or state-wide lookup. Only agencies can share their data, not Flock.

**Permanent Audit Logs**

Communities can require both search reason and case number be included in any search.

**Legal Response**

Our contract mandates we alert you to any legal request for your data so your counsel can decide how to respond.



# Enabling accountability + transparency

**LPR Transparency Portal**

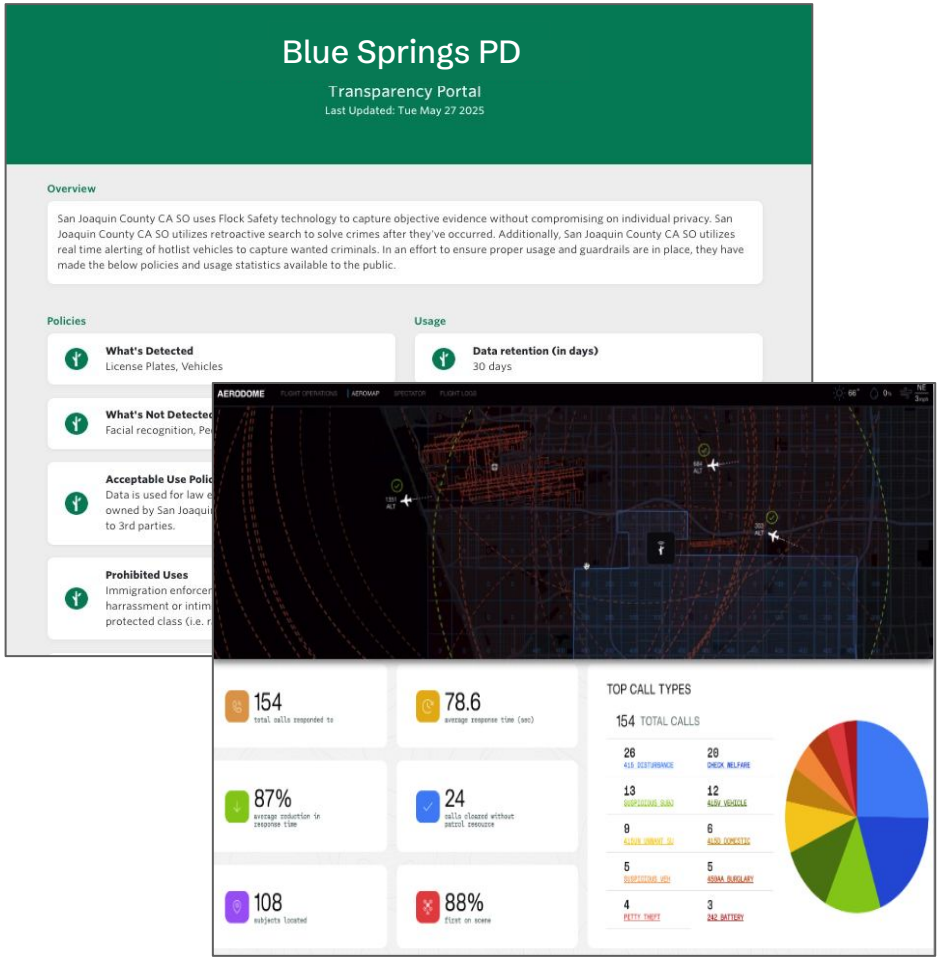
- Customizable for each agency
- Display technology policies
- Publish usage metrics

**Every search** requires a registered ID with a search reason or case number.

Search reason and user ID are saved in a **permanent audit trail**.

Flock encourages all agencies to have **regular audits to ensure proper usage.**

Coming Soon: **Proactive Auditing to alert to potential misuse.**



# Flock Safe City Results around the country



### Tulsa, OK

Population: 411,867

Size: 201 sq mi

**100% homicide clearance**

### Delano, CA

Population: 53,573

Size: 14.4 sq mi

**56% crime reduction**

### Manatee County, FL

Population: 441,095

Size: 742.8 sq mi

**62% reduction in shootings**

### Mt. Juliet, TN

Population: 40,828

Size: 25.8 sq mi

**56% drop in burglary**

Real-Time Community Safety






# Thank You

**Ryan Mertz**

ryan.mertz@flocksafety.com

636.288.9037

Resolution No. 108-2025

**A RESOLUTION APPROVING A CONTRACT WITH FLOCK GROUP INC. FOR THE SAFE CITY PROGRAM**

WHEREAS, the City's Strategic Plan 2025-2030 identified the expansion of the Flock Camera System based on high accident and crime areas as a performance measure for the Community Safety and Wellbeing Strategic Priority; and

WHEREAS, The recommended purchase by contract includes additional cameras, Drone as First Responder, artificial intelligence investigative software and real time crime center integration software. The addition of this technology to the Police Department will greatly assist in detection, investigation and prevention of criminal activity; and

WHEREAS, Staff is recommending the purchase of the Safe City program and the included technology.

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 ten year contract with Flock Group Inc. for the Safe City program purchase in the amount of $4,666,900.00. A copy of the proposed contract is attached hereto as Exhibit "A" and is incorporated herein.

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 15th day of December 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Megan Rodgers, Deputy City Clerk

| EFFECTIVE DATE: December 16, 2025 | TERMINATION DATE: December 16, 2035 | CONTRACT NUMBER: |
|---|---|---|

| CITY | CONTRACTOR |
|---|---|
| **City of Blue Springs**<br>**903 West Main Street**<br>**Blue Springs, MO 64015** | **Flock Group Inc.**<br>**1170 Howell Mill Rd., Suite 210**<br>**Atlanta, GA. 30318** |
| Department: Police | Attention: Ryan Mertz |
| Phone: 816-228-0171 | Phone: 636-288-9037 |

## GOODS AND SERVICES CONTRACT

**THIS CONTRACT**, made and entered into this _____ day of December, 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. To the extent any conflict exists between the terms of this Contract and any Contractor terms attached hereto or otherwise incorporated, the terms of this Contract control and supersede.

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

3. **Non-Exclusive Contract.** This Contract is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source.

4. **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.

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

6. **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 this 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***.

7. **Costs not to Exceed**. The City of Blue Springs is limited by law and its bidding and procurement process with respect to the amount of money it can pay. Therefore, the City has established a fixed sum amount, based on the bid proposal after a competitive bidding process if required by City Policy, as described in the Maximum Payment section of ***Exhibit 1*** for this Contract and Paragraph 8.b which cannot be exceeded unless this Contract is amended. The Contractor shall notify the City if Contractor anticipates that the contract amount may be exceeded to determine whether or not the City is prepared to increase the total compensation.

8. **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 $4,666,900.00 over ten years as outlined in Exhibit 1 unless agreed to by City and Contractor in writing.

9. **Termination of Contract.**

**Termination for breach.** Failure of the Contractor to fulfill Contractor's obligations under this Contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit 1*** shall constitute a breach of this Contract, and the City shall thereupon have the right to immediately terminate this Contract. The City shall give written notice of termination to the Contractor by U.S. Postal Service Mail or by hand delivering a copy of the same to the Contractor; or may give notice by any combination of these methods. The date of termination shall be the date upon which notice of termination is hand delivered to Contractor or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished deconstruction, reconstruction, new construction, repairs, materials, drawings, plans, specifications, and other documents as required of the Contractor under this Contract shall at the option of the City become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such project; provided, that the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of 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 provider. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

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

expressly subject to appropriation of funds by the City year-to-year during the duration of this Contract.

11. **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.

12. **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 this 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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **No Third-Party Benefits**. This Contract shall not be deemed to create any third-party benefit hereunder for any member of the public or to authorize anything or anyone, not a party hereto, to maintain suit pursuant to the terms of this Contract.

20. **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.

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

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

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

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

d. **Cyber Liability.** The Contractor shall maintain Cyber Liability insurance with limits of no less than $1,000,000 per occurrence and $1,000,000 in the aggregate. Such insurance shall cover all liabilities arising from the unauthorized access, use, disclosure, or destruction of data, including but not limited to personal and sensitive information. The insurance policy shall also include coverage for regulatory fines and penalties related to data breaches and third-party liability. The Contractor shall provide a certificate of insurance evidencing the required coverage to City of Blue Springs prior to commencing work under this Agreement.

The provision of insurance shall not be construed, nor is it 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.

22. **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.

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

d. All the provisions in this Agreement are subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes. Further,

this Contract is not intended to act as a waiver or limitation of City, or any of its officer's, agent's or employee's rights and/or defenses regarding sovereign or any other immunity or defense under Federal Law, Missouri Law, or Municipal Law or Regulation. The parties agree that the City is not indemnifying this Contract for any reason whatsoever.

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

**23. Enrollment in Work Authorization Program and Affidavit Concerning Employment of Unauthorized Aliens.** If this Contract, awarded to a business entity, exceeds five thousand dollars, the business entity, and any subcontractors of the business entity, shall, by affidavit and provision of documentation, affirm it's or their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity, and any subcontractors of the business entity, shall also affirm by the affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A subcontractor shall provide similar affidavit and documentation to the Contractor at the time the subcontractor is hired pursuant to Section 15 CSR 60-15.020. The business entity and any subcontractor of the business entity shall be required to provide the affidavits described in this section to the City on an annual basis. The business entity is not required to provide the E-Verify Memorandum of Understanding, or similar document, showing the business entity is in fact, enrolled in E-Verify or similar program each year unless the business entity has updated or entered into a new Memorandum of Understanding. A federal work authorization program is any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent

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

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

**Work Authorization Affidavit**

STATE OF MISSOURI )
) ss.
COUNTY OF JACKSON)

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

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

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

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

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

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

1. My name is Dan Haley and I am currently the Chief Legal Officer of Flock Safety (hereinafter "Company"), whose business address is **1170 Howell Mill Rd., Suite 210**

**Atlanta, GA. 30318**, 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.

Flock Group Inc. D/B/A Flock Safety Affiant / Contractor

Printed Name Daniel Haley

Subscribed and sworn to before me this 10th day of December, 2025.

Dierdre LeShee Shephard

SEAL Notary Public

Dierdre LeShee Shephard

24. **Anti-Discrimination Against Israel Act.** If this agreement has a total potential value of $100,000 or more and Contractor has 10 or more employees, the following applies: Pursuant to Section 34.600, RSMo, Contractor agrees to comply with Missouri law regarding the Anti Discrimination Against Israel Act, and execution of this Contract constitutes Contractor's certification of compliance with the Anti-Discrimination Against Israel Act, including that it is not currently engaged in, and shall not, for the duration of this 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.

25. **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.

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

27. **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.

28. **Entire Contract**. This Contract, the Order Form and Master Services Agreement contain 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.

State of Nevada

County of Clark

Signed and sworn to (or affirmed) before me

on 12/10/2025 by Daniel P Haley.

Dierdre LeShee Shephard




Dierdre LeShee Shephard
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 23-4806-01
Expires April 11, 2027

Notarized remotely using audio-video communication technology via Proof.

**FLOCK GROUP INC.**

By:

Name: Dan Haley

Title: Chief Legal Officer

**CITY OF BLUE SPRINGS, MISSOURI**

Christine Cates, City Administrator

**APPROVED AS TO FORM**

James Newell, Assistant City Attorney

**Exhibit 1 to Contract**

**Scope of Work**

| | | |
|---|---|---|
| **Name of Contractor** | Flock Group Inc. | |
| **Scope of Work (Job Description)** | Flock Safe City Package<br><br>All work shall be performed in accordance with Contractor's Safe City Agreement dated December 15, 2025 attached hereto and incorporated herein as Attachment 1. | |
| **Start Date** | December 16, 2025 | |
| **Interim Deadlines (if applicable)** | **Date** | **Phase of Project to Be Completed** |
| | | |
| **Final Completion Deadline** | December 16, 2035 | |
| **Reimbursable Expenses** | None Travel, Lodging, Meals, Phone Calls, Copying, Postage | |
| **Maximum Payment** | $ | Maximum payment for services rendered |
| | $ | Maximum amount of expenses to be reimbursed |
| | $ 4, 666,900.00 | Total maximum amount to be paid to Contractor |

| | |
|---|---|
| **Method of Payment** | Lump Sum of Entire Amount Upon Satisfactory Completion of Project<br>Monthly Payments Based on Rate of $ Per Hour<br><br>Incremental Payments as Follows:<br><br>Year 1: $0<br>Year 2: $88,880<br>Year 3: $137,610<br>Year 4: $337,610<br>Year 5: $683,800<br>Year 6: $683,800<br>Year 7: $683,800<br>Year 8: $683,800<br>Year 9: $683,800<br>Year 10: $683,800 |

**Flock Safety + MO - Blue Springs PD**

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Ryan Mertz
ryan.mertz@flocksafety.com

+16362889037

flock safety

flock safety

# ORDER FORM

This order form ("**Order Form**") hereby incorporates and includes the terms of the previously executed agreement (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**" ). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the "**Effective Date**")

| | | | |
|---|---|---|---|
| Customer: | MO - Blue Springs PD | Initial Term: | 120 Months |
| Legal Entity Name: | MO - Blue Springs PD | Renewal Term: | 36 Months |
| Accounts Payable Email: | apinvoices@bluespringsgov.com | Payment Terms: | 30 |
| Address: | 1100 Sw Smith St Blue Springs, Missouri 64015 | Billing Frequency: | Annual |
| | | Retention Period: | 30 Days |

## Hardware and Software Products

Annual recurring amounts over subscription term

| Item | Cost | Quantity | Total |
|---|---|---|---|
| **Flock Safety Platform** | | | |
| **Flock Safety – Safe City** | | | |
| Flock Safety - Safe City | Included | 1 | Included |
| **Flock Safety Platform** | | | |
| Flock Safety Platform - Essentials | Included | 1 | Included |
| **Flock Safety Flock OS** | | | |
| FlockOS Premium Solution | Included | 1 | Included |
| FlockOS Premium | Included | 1 | Included |
| Flock911 | Included | 1 | Included |
| Enhanced LPR Upgrade | Included | 1 | Included |
| **Flock Safety LPR Products** | | | |
| Flock Safety LPR, fka Falcon | Included | 68 | Included |
| Solar Long-Range LPR, fka Solar Falcon LR | Included | 4 | Included |
| Flock Safety LPR Flex, fka Falcon Flex | Included | 1 | Included |
| **Flock Safety Drone Hardware and Services** | | | |
| Flock DFR - M4TD + Dock 3 | Included | 2 | Included |
| Flock Aerodome DFR - Radar | Included | 1 | Included |
| Flock911 for Aerodome | Included | 1 | Included |
| **Flock Safety Video Products** | | | |
| Flock Safety Video Camera PTZ w/ LTE Service, fka Condor | Included | 6 | Included |
| Solar Video Camera, fka Condor | Included | 16 | Included |
| Community Partnership Video Camera | Included | 10 | Included |
| Flock Safety Video Integration Gateway - 16 Streams, fka Wing | Included | 10 | Included |
| Solar Video Camera PTZ, fka Condor | Included | 5 | Included |
| Flock Safety Video Integration VMS, fka Wing | Included | 10 | Included |

| | | | |
|---|---|---|---|
| **Flock Safety Platform Add Ons** | | | |
| Flock Nova - Customer Data | Included | 1 | Included |
| Flock Nova - OSINT Data | Included | 1 | Included |
| Flock Safety - FlockOS® - Freeform Add-On | Included | 1 | Included |
| Flock FreeForm™ - Included Integrated Video Streams | Included | 1 | Included |
| Traffic Analytics Package | Included | 1 | Included |

### Professional Services and One Time Purchases

| Item | Cost | Quantity | Total |
|---|---|---|---|
| **One Time Fees** | | | |
| **Flock Safety Professional Services** | | | |
| Professional Services - Standard Implementation Fee | $0.00 | 68 | $0.00 |
| Video Camera Professional Services - Standard Implementation Fee | $0.00 | 4 | $0.00 |
| Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region | $0.00 | 4 | $0.00 |
| Professional Services - Existing Infrastructure Implementation Fee | $0.00 | 16 | $0.00 |
| Video Camera Professional Services - Standard Implementation Fee | $0.00 | 1 | $0.00 |
| Professional Services - Video Integration Gateway Implementation Fee | $0.00 | 10 | $0.00 |
| Professional Services - Flock911 Implementation Fee | $0.00 | 1 | $0.00 |
| Video Camera Professional Services - Standard Implementation Fee | $0.00 | 5 | $0.00 |
| | | **Subtotal Year 1:** | $171,730.00 |
| | | **Estimated Tax:** | $0.00 |
| | | **Contract Total:** | $4,838,630.00 |

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*
*The Term shall commence upon execution of the agreement.*

**Special Terms:**
• Flock shall exchange Customer's Dock 3 for Flock Alpha drones when product is available, at no additional cost, totaling $25K in value, if Customer executes this Agreement by December 31, 2025.
• Flock shall also grandfather Customer into Amplified Intelligence (e.g. Copilot, NightShift) for the length of the term if Customer executes this Agreement by December 31, 2025.
• Year 1 charges have been structured to be fully offset by Customer's existing account credits. These credits will only be applied if all Customer invoices past and current are paid in full and remain current. If any invoice becomes past due, customer will be responsible for any Year 1 fees that would otherwise have been offset.

## Billing Schedule

| Billing Schedule | Amount (USD) |
|---|---|
| Year 1 | $171,730.00 |
| At Contract Signing | |
| Year 2 | $88,880.00 |
| Year 3 | $137,610.00 |
| Year 4 | $337,610.00 |
| Year 5 | $683,800.00 |

| | |
|---|---|
| Year 6 | $683,800.00 |
| Year 7 | $683,800.00 |
| Year 8 | $683,800.00 |
| Year 9 | $683,800.00 |
| Year 10 | $683,800.00 |
| **Contract Total** | $4,838,630.00 |

*Tax not included

## Discounts

| Discounts Applied | Amount (USD) |
|---|---|
| Flock Safety Multi Year Discount | $1,999,370.00 |
| Flock Safety Platform | $0.00 |
| Flock Safety Add-ons | $0.00 |
| Flock Safety Professional Services | $66,900.00 |

## Product and Services Description

| Flock Safety Platform Items | Product Description |
|---|---|
| Flock Safety Platform - Essentials | An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community. |
| Flock Safety LPR, fka Falcon | Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users. |
| Flock Safety Video Camera PTZ w/ LTE Service, fka Condor | Law enforcement grade live streamed PTZ camera with 30 days of edge storage. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required. |
| Flock Nova - Customer Data | Flock Nova data integration and intelligence platform subscription, enabling data centralization from agency computer-aided dispatch (CAD), record management system (RMS), digital evidence management system (DEMS), and shared inter-agency networks. |
| Flock Nova - OSINT Data | Flock Nova data integration and intelligence platform subscription. Includes access to open source intelligence (OSINT) and shared inter-agency data. |
| Professional Services - Standard Implementation Fee | One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief. |
| Video Camera Professional Services - Standard Implementation Fee | One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief. |
| Solar Long-Range LPR, fka Solar Falcon LR | Law enforcement grade, long range and high vehicle speed license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users, with LTE. Solar Power only |
| Solar Video Camera, fka Condor | Law enforcement grade solar-powered video fixed camera addition to existing LPR install |
| Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region | MASH tested pole that meets DOT crashworthiness requirements. Includes materials, installation, and maintenance. |
| Professional Services - Existing Infrastructure Implementation Fee | One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief. |
| Flock911 for Aerodome | Flock911 enables users to access live 911 calls directly within the FlockOS™ software, delivering real-time situational context that ensures faster, safer, and more efficient responses to calls for service. |
| FlockOS Premium Solution | FlockOS Premium Solution |
| Community Partnership Video Camera | Designed to enhance community safety, the Flock Community Partnership Camera is a solar-powered video camera, cellular-enabled solution provided to businesses. With an LED deterrent light, it deters crime while reinforcing collaboration between businesses and law enforcement |
| Flock Safety Video Integration Gateway - 16 Streams, fka Wing | Gateway - 16 streams |
| FlockOS Premium | FlockOS Premium provides agencies with the tools, training, and regional support needed to establish and operate a full-scale, future-ready crime operations center. It includes all features of FlockOS Plus while streamlining RTCC implementation and coordination without added complexity. |
| Flock911 | Flock911 enables users to access live 911 calls directly within the FlockOS™ software, delivering real-time situational context that ensures faster, safer, and more efficient responses to calls for service. |
| Video Camera Professional Services - Standard Implementation Fee | One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief. |
| Professional Services - Video Integration Gateway Implementation Fee | |
| Flock Safety - FlockOS® - Freeform Add-On | AI-powered software add-on to the Flock Safety Platform that adds the ability for users to search using plain language across LPR images and video footage (from FreeForm-enabled devices) with built-in safeguards ensuring ethical and compliant usage. |
| Professional Services - Flock911 Implementation Fee | One-time Professional Services engagement to set up Flock911. |
| Flock FreeForm™ - Included Integrated Video Streams | Baseline allocation of FreeForm-enabled third-party video streams included with a FreeForm license. |
| Solar Video Camera PTZ, fka Condor | Solar-powered PTZ camera with dual lenses. |
| Video Camera Professional Services - Standard Implementation Fee | One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief. |
| Flock Safety - Safe City | Flock Safety - Safe City |
| Flock Safety Video Integration VMS, fka Wing | |
| Flock Safety LPR Flex, fka Falcon Flex | Law enforcement grade tactical deployment (portable + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users. |

| | |
|---|---|
| Flock DFR - M4TD + Dock 3 | Drone as First Responder (DFR) 2.0 system, including hardware, software, and services. Hardware includes M4D series drone, camera, batteries, and contact-charging Dock 3. Software includes remote piloting, air traffic awareness, spectator view, mobile app, flight logging, mission reporting, and community engagement dashboard. Services include FAA regulatory services, SOP development, training, and ongoing support. |
| Flock Aerodome DFR - Radar | Drone as First Responder (DFR) 2.0 detect and avoid capabilities for operations up to 400 ft according to agreed-upon UASFM altitudes. Includes FAA regulatory services and installation. |
| Enhanced LPR Upgrade | The Enhanced LPR Package is a software add-on for any of the FlockOS™ tiers designed to help detectives and patrol officers conduct more efficient, informed, and collaborative investigations. Its advanced License Plate Recognition (LPR) features streamline investigations, providing officers with immediate access to essential information and improving communication within and across departments. |
| Traffic Analytics Package | Software platform to understand vehicle and traffic counts leveraging one of the nations largest roadway sensor network |

## FlockOS Features & Description

| FlockOS Features | Description |
|---|---|
| Community Network Access | The ability to request direct access to feeds from privately owned Flock Safety LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases. |
| Unlimited Users | Unlimited users for FlockOS |
| State Network (License Plate Lookup Only) | Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state. |
| Nationwide Network (License Plate Lookup Only) | With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations. |
| Law Enforcement Network Access | The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction. |
| Time & Location Based Search | Search full, partial, and temporary plates by time at particular device locations |
| License Plate Lookup | Look up specific license plate location history captured on Flock devices |
| Vehicle Fingerprint Search | Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks. |
| Insights & Analytics | Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports. |
| Real-Time NCIC Alerts on Flock ALPR Cameras | Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases. |
| Unlimited Custom Hot Lists | Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera |
| ESRI Based Map Interface | Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture. |
| Real-Time Alerting on Flock Hardware | Receive LPR, video, and audio alerts on a single interface, providing real-time event details, locations, and nearby cameras. |
| Real-Time Traffic Layer | Overlay live traffic data onto your agency`s operational map, integrating it with CAD calls, body camera locations, and police vehicle positions. |
| Camera Direction Indicator Tool | The Camera Direction Indicator in FlockOS visually displays the viewing angles of live video and/or LPR cameras on the Flock Map. |
| Map Attachments | Easily managed through the Flock Admin portal, Map Attachments enables agencies to store and access key operational data for dispatchers, patrol officers, and command staff. |
| Custom Map Layers | Powered by ESRI, the FlockOS Map supports 3D visualizations, floor plans, GIS data layering, and allows users to upload custom map layers for a tailored mapping experience |
| Real-Time Routing | Promote safety by anticipating a defined area where a vehicle could be located that alerts on an LPR camera through advanced analytics. |
| Recent LPR Images | View recent snapshots from nearby LPRs in a map-based modal to help operators visually scan for vehicles matching a description and identify plates in real time. |
| Flock Aerodome Drone Location & Live Viewing | FlockOS integrates Aerodrome drones to stream live video and GPS data directly into the platform, providing real-time aerial visibility for law enforcement operations. |
| Computer Aided Dispatch (CAD) Connection | Seamlessly incorporates your CAD system into FlockOS™. This crucial connection ensures that calls-for-service, locations, and actionable intelligence are displayed side-by-side, driving efficient call resolutions. |
| Receive External CAD | View supported CAD calls for service shared by neighboring agencies, providing real-time visibility into active incidents to improve cross-jurisdictional coordination. |
| Automatic Vehicle Location (AVL) Connection Inside Agency | Displays real-time patrol officer locations from your agency in a unified map view by integrating Automatic Vehicle Location (AVL) data through supported product integration; with an API being provided for other |

| | |
|---|---|
| | vendors if specific integration is not available. |
| Body Worn Camera Live Location | Displays real-time patrol officer locations in a unified map view by integrating Body-Worn Camera Location (BWC) data through supported product integrations; with an API being provided for other vendors if specific integration is not available. |
| FirstTwo Connection | Law enforcement agencies with an existing FirstTwo account can integrate it with FlockOS to access real-time open source intelligence data, including information about residents at specific locations, details about people e.g. phone number, names, ages, to enhance situational awareness and response coordination. |
| Drone Integration | Access live drone video feeds, locations, and device statuses from supported products in one unified map view; with an API being provided for locations and device statuses for other vendors if specific integration is not available. |
| External Automatic Vehicle Location (AVL) Connection | Integrates AVL data from connected agencies, providing a centralized operational view of officer and vehicle locations to enhance interagency collaboration. |
| Map Based Viewing of 3rd Party Video Inside Agency | Consolidate integrated third-party cameras onto a single operational view, making it easy to locate, activate, and monitor live video feeds in real time. |
| Access to Live Video Outside of Agency Jurisdiction | Agencies can view live and recorded footage from neighboring agencies' cameras- whether from schools, traffic cameras, or third-party video feeds in a centralized system for cross-jurisdictional collaboration. |
| Video Integration with Cloud, Gateway, VMS | Agencies can access and manage video feeds from connected public and private camera systems in one secure platform via Flock's Video Integration products. |
| Public/Private Partnership MOU Creation | Flock Safety facilitates the legal agreements needed for public-private video sharing, ensuring compliance and reducing administrative workload for law enforcement agencies |
| Camera Registry Program | Access a customizable, fully-hosted camera registry website to quickly identify nearby video sources during incidents. Strengthen community ties by incorporating fixed camera feeds from local schools, businesses, and neighborhoods. The interactive map lets you spot relevant cameras so you can easily contact camera owners to assist in investigations. |
| Custom Community Partnership Website | The Community Partnership Website is a customized, professionally designed platform that helps businesses and residents register their cameras, access public safety resources, and actively support local law enforcement efforts. |
| Community Rollover Program | The Flock Safety Community Rollover Program allows law enforcement agencies to establish public-private camera partnerships with flexibility. Any unused community camera connections can be converted into Flock Safety equipment, such as LPR cameras, live video cameras, or audio detection devices, ensuring all investments contribute to public safety. |
| Community Partnership Support Team | The Flock Safety Community Partnership Support Team provides guidance and resources to help agencies engage local businesses and residents, build public support, and establish effective safety partnerships. |
| Dedicated Customer Success Manager | A dedicated Customer Success Manager serves as your agency's primary contact, providing expert assistance to streamline deployment, maximize efficiency, and ensure long-term success with FlockOS. |
| Personalized Training by Flock's RT Consulting Team | Flock Safety offers onsite training and consulting led by former law enforcement professionals (one consultant for six hours) to facilitate seamless integration, enhance user proficiency, and optimize the implementation of FlockOS. |
| Unlimited Users | Unlimited users for FlockOS |
| Utilization of Flock Safety Mobile App | Increase case clearance on-the-go with real-time alerts and searchable LPR data for mobile devices via the Flock Safety Mobile App, available on Android and iOS devices. |
| Live Location Sharing from Flock Safety Mobile App | Live Location Sharing in the Flock Safety Mobile App allows officers to share their real-time location with dispatch and command staff through FlockOS Map, enhancing coordination and safety. |
| Convoy Search | Unearth hidden connections by detecting suspect vehicles that frequently travel together. This tool is invaluable for investigating organized or serial crimes and identifying accomplices. |
| Visual Search | Transforms any digital photo into a potent investigative lead, enhancing evidence collection. Upload the image of a vehicle into FlockOS™ to initiate a reverse image search that will help you identify crucial suspect vehicle information and unlock dead-end investigations. |
| Multi Geo Search | Connects the dots between multiple crimes and crime scenes. Link a suspect vehicle to multiple incidents based on location, without needing a vehicle description or plate number. |
| Custom Hot List Attachments | The ability to add case notes, photos, reports, and other relevant case information to Custom Hot List Alerts |
| Custom Hot List Deconfliction | Allows Flock Safety users to identify overlapping investigations within their agency and within other law enforcement agencies and provide the contact information of opted-in parties to facilitate collaboration. |
| Unlimited Vehicle Description Alerts | Users can set up and receive notifications for suspect vehicles based on body type, make, color, location and timeframe. Notifications are sent via app, SMS or email when a vehicle matching the predetermined criteria passes a camera in your organization's network. |

**PRODUCT ADDENDUM**

**UNMANNED AIR SUPPORT AS A SERVICE (UASaaS) PROGRAM FOR DRONE RESPONSE SERVICES**

WHEREAS, Customer has determined that it is in the interests of public safety for it to have the ability to utilize unmanned drones during crisis incidents, public emergencies, and in certain public safety operations, to the extent permitted by law;

WHEREAS, Flock is in the business of providing unmanned drone services (the unmanned drone services shall be considered part of the "**Flock Services**") and Flock Hardware;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Flock agree as follows:

## 1. UNMANNED AIR SUPPORT GENERAL TERMS OF DELIVERY

**1.1** Flock Services and Hardware. Flock shall provide access to Customer the Flock Services and related Flock Hardware (the "Flock Hardware") listed on the Order Form upon the terms and conditions set forth in the Agreement. Flock maintains ownership of all the Flock Hardware. Each year, as specified in the Order Form, the Customer will be provided with a designated number of batteries. Customer may place an order for additional Flock Hardware (e.g., batteries prior to 500 complete charging cycles, hardware damaged due to Customer's error, additional spares, etc.) at Flock's then current list price, which will be made available to Customer upon request.

**1.2** FAA Regulatory Waivers. Flock will assist Customer in acquiring any required Federal Aviation Administration ("FAA") regulatory waivers.

1.3 Delivery. Flock shall make the Flock Hardware available to Customer at Customer's delivery address set forth in the Order Form ("Delivery Point"). If for any reason Customer fails to accept delivery of the Flock Hardware by the date fixed pursuant to Flock's notice stating that the Flock Hardware is available at the Delivery Point: (i) Customer shall bear the risk of loss to the Flock Hardware; (ii) the Flock Hardware shall be deemed to have been delivered; and (iii) Flock, at its option, may store the Flock Hardware until collected by Customer, whereupon Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance). Once the Flock Hardware is made available as the Delivery Point, Customer is responsible for any resulting use of the Flock Hardware by all Authorized Users and all third-parties who may gain access to the same.

1.4 Pilot Services. Upon Customer's request, Flock will make available an employee or independent contractor pilot (each a "Pilot") to Customer for purposes of operating the Flock Hardware (hereafter the "Pilot Services") at the pricing set forth in the Order Form. The Pilot Services shall be considered part of the Flock Services. When operating the Flock Hardware, the Pilot shall comply with the reasonable requests of Customer. Such Pilot Services may be used for up to forty (40) hours per week during the Term. Customer's use of the Pilot Services shall not alleviate any of Customer's obligations set forth herein. Customer shall provide Pilots with a safe working environment when on Customer's premises.

## 2. LOSS AND DAMAGE OF FLOCK HARDWARE

**2.1** Customer assumes and shall bear the entire risk of loss, damage to, theft or destruction of, all Flock Hardware. LOSS OR DAMAGE TO THE FLOCK HARDWARE, OR ANY PART OF IT, SHALL NOT RELIEVE CUSTOMER OF ANY OBLIGATION UNDER THE AGREEMENT. Customer's obligations with respect to this Section shall commence upon delivery of the Flock Hardware.

**2.2** Customer agrees to immediately notify Flock of any accident or event of loss or damage involving the Flock Hardware. The notification shall include any information as may be pertinent to Flock's investigation of such accident, loss, or damage, or which Flock may reasonably require.

**3. FEES.** The Order Form dictates the Flock Hardware, software, personnel, and Flock Services and the entire Flock Services corresponding fees. Customer shall pay the Fees as described on the Order Form.

**4. TERM.** The term of this Agreement commences on the Effective Date of this Agreement and continues until terminated as provided under this Agreement (the "**Term**"). Each Order Form shall commence and expire and/or terminate according to the terms set forth in such Order Form. On expiration or termination of the Agreement, all licenses provided hereunder by Flock shall immediately expire.

**5. FLOCK DRONE IP.** Customer Data does not include, and Flock Drone IP (defined herein) expressly includes, any data to the extent processed by, resulting as an output of, or based on the usage of, the Flock Services, Flock Hardware, including, without limitation, data collected by Flock's radar and radio frequency sensors. Such Flock Drone IP shall be Flock's Confidential Information. Flock shall own all rights to (i) any data input into the Flock Services, Flock Hardware by or on behalf of Flock (not including any Customer Data) and (ii) any aggregated and anonymized data extracted or derived from the Flock Services, or use of the Flock Hardware, including all aggregated and anonymized usage data, statistical data, transactional data, metadata, market data, flight logs and flight history, telemetry data and logs, fleet information including drone serial numbers and models, connected device information including radar data concerning the surrounding airspace, and other aggregated and anonymized data collected from user data and files (collectively, "**Flock Drone IP**"). Without limiting the generality of the foregoing, Flock reserves the right to create and market public indexes, analysis or insights created from such data. Customer agrees that it will not share, sell, transfer, or make available any data generated by the Flock Hardware, including all Flock Drone IP to which it may have access, to any third party without the prior express written consent of Flock

## SCHEDULE A

## SERVICES

Flock makes no warranties regarding the efficacy of the training detailed below.

### 1. AIRWORTHINESS TRAINING

Flock will make commercially reasonable efforts to provide training for the Customer to maintain the airworthiness of its drones, including compliance-related trainings.

Customer shall be responsible for ensuring that all crew, including pilot in command, visual observer, sensor or payload operator, or other persons necessary for the safe operation of the flight have the qualifications, experience, licenses, and certificates required by applicable FAA regulations and that all have the necessary skill required to perform their duties. After completion of training, Customer will be responsible for maintaining the airworthiness of drones to which Customer is responsible and the ensuring that the respective operations are in line with all applicable laws and regulations.

The training will be conducted via both online and in-person methods, as agreed upon by both parties. The frequency and duration of training will be mutually decided and scheduled to the convenience of the Customer.

### 2. FLIGHT TRAINING

Flock will assist the Customer in obtaining FAA BVLOS waivers and train the Customer on compliance matters related to such waivers. Flock will start with one deployment location at a time, and work up to the agreed upon number of deployment locations for all UAS. As part of the BVLOS process, Flock will provide training materials to the Customer to certify all employees of the Customers selected as Visual Observers ("**VOs**") to help aid in BVLOS operations.

Flock will provide training to officers on how to utilize the Flock IP. This will consist of:

- Showing how to access Flock on their respective internet devices
- Showing how to view a live stream through the application
- Showing how to control the drone using the application
- Showing how to report problems if they come across them on the application

The training will be conducted via both online and in-person methods, as agreed upon by both parties. The frequency and duration of training will be mutually decided and scheduled to the convenience of the Customer.

### 3. FLOCK HARDWARE TRAINING

There will also be training for the Customer to use the Flock Hardware. This training will consist of:

- Discussing maintenance list for the drone, and how to maintain airworthiness
- Teaching how to fly the drone autonomously using the Flock IP
- Teaching how to fly the drone manually using the remote controller

The training will be conducted via both online and in-person methods, as agreed upon by both parties. The frequency and duration of training will be mutually decided and scheduled to the convenience of the Customer.

## 4. DEPLOYMENT SUPPORT

Flock will teach the Customer how to dispatch the Flock Hardware using the software for 911 calls.

Only personnel authorized by Customer may have access to the livestream from the drone. They will also be taught on how to use Flock's software to view said stream on any internet-connected device.

Authorized personnel may have access to the Flock IP, which can convey the current status of the drone, and how to tell the drone to conduct additional maneuvers if needed.

All operations must be conducted by a Pilot in Command ("**PIC**"), who is an FAA-certified pilot. Customer will provide the PICs needed to sustain this program.

Flock will assist in drafting a Standard Operating Procedure ("**SOP**") as well as department policies regarding access, deployments, privacy, and community engagement.

Flock will ensure correct implementation of each Flock station and its included Flock Hardware which may or may not include the aircraft, on-prem servers, charging dock installations, radars, and more.

## SCHEDULE B

## SPECIFICATIONS

Customer must abide by the following standards:

Operational:

- Per FAA regulations, and without the necessary waiver, a minimum of one pilot is required to operate each drone.
- Work with Flock to get BVLOS waivers for the city to fully use Flock's product and services.
- Train members of the city to be VOs so that the Customer can have FAA-compliant and safe BVLOS operations (Flock will provide training material if needed).
- If Customer wants to connect Flock's software to their Computer Aided Dispatch ("**CAD**") system, Customer will provide access to said CAD system at no cost to Flock to location information and other pertinent information about calls-for-service as they are placed.
- Flock will provide their Flock software interface to command the Flock Hardware. Customer must independently access and store any personal information about calls-for-services other than their location and the type of response (police, fire, or EMS) they prompted.

Customer shall be responsible to integrate with CAD software to pull location information and call type information of every call-for-service that the Customer decides the drone should be deployed to, so long as there are no monetary charges to Flock for said integration.

# SAFE CITY PROGRAM ADDENDUM

This SAFE CITY PROGRAM ADDENDUM ("Addendum") is attached to the Order Form between Flock and Customer. This Addendum supplements the Order Form solely as described herein, and all other terms of the Agreement remain unchanged and in full force and effect.

**WHEREAS**, Customer recognizes the need for a long-term, stable partnership with a trusted public safety technology provider to ensure uninterrupted access to critical tools, support, and innovation, and desires to secure pricing predictability and ongoing system updates by entering into a long term agreement with Flock to enhance public safety and operational effectiveness;

**WHEREAS**, Flock is an established provider of public safety technology and services, with the expertise, infrastructure, and commitment to deliver and maintain the Flock Services and Flock Hardware for the full term of the Agreement, ensuring consistent innovation, support, and reliability over the duration of this long-term partnership;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Flock agree as follows:

1. **CAPITALIZATION.** Any capitalized terms used in this Addendum will have the same meaning as in the Agreement, unless expressly defined otherwise.

2. **DISCOUNT REIMBURSEMENT UPON EARLY TERMINATION**. All discounts reflected in this Order Form are expressly conditioned on Customer's commitment to the full Term. In the event of termination under Section 11.15 (Non-Appropriation), Customer shall reimburse Flock for any discounts applied from the Effective Date of this Agreement through the effective date of termination. The reimbursement amount will be calculated as the difference between the cumulative Average Annual Recurring Value (AARV) and the cumulative discounted annual amounts paid or due during that period. AARV is defined as the total contract value divided by the number of contracted years.

3. **ENTIRE AGREEMENT AND ALLOCATION OF CREDIT**. This Addendum modifies and supersedes all previously executed Agreement between the Parties as related to the provision of services by Flock to Customer and any exhibits attached thereto or incorporated therein by reference. Upon execution of this Addendum, all previously executed Order Forms pertaining to the Services provided shall be superseded. In the event of any overlap in subscription terms and prior invoices, payments will be provided in pro rata credit. Any estimates provided on credits are subject to change based on execution of the new agreement.

4. **DEPLOYMENT PLAN ADJUSTMENTS AND HARDWARE REALLOCATION**. Customer shall have the right to right-size and make adjustments to its Deployment Plan and reallocate allocated funds towards other Flock Hardware on a dollar-for-dollar basis. Flock agrees to waive all installation fees associated with such reallocations. This option may be exercised a maximum of two (2) times over the ten (10) year term of this Agreement, specifically at the end of Year 3 and at the end of Year 6 of the Initial Term. Any such adjustments and reallocations must be mutually agreed upon in writing by both Customer and Flock.

**By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement. . As well as the Prepared911 Terms and Conditions, available at** https://www.prepared911.com/prepared-live-terms-and-conditions.

The Parties have executed this Agreement as of the dates set forth below.

| **FLOCK GROUP, INC.** | | **Customer: MO - Blue Springs PD** | |
|---|---|---|---|
| By: |  | By: | |
| Name: | Dan Haley | Name: | |
| Title: | Chief Legal Officer | Title: | |
| Date: | 12/10/25 | Date: | |
| | | PO Number: | |