BLUE SPRINGS
MISSOURI

**CITY COUNCIL MEETING**

**February 2, 2026, 6:00 PM**

Council Chambers
Howard L. Brown Public Safety Building
1100 SW Smith Street
Blue Springs, Missouri 64015
This meeting can be viewed live on the City's website at
https://www.bluespringsgov.com/CityMeetingsLive

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

## Agenda

1. Call meeting to order and Pledge of Allegiance

2. Confirmation of a Quorum

3. Consent Agenda

   All matters under Item 3, Consent Agenda, are considered to be routing 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 January 5, 2026, City Council meeting

**b.** Resolution No. 006-2026 approving Disposition of Records

**c.** Liquor License for Let's Roll located at 2001 NW Hwy 7

**d.** Liquor License for Smoke and Savor located at 1500 SW US 40 Hwy

**e.** Resolution No. 007-2026 approving a contract with V F Anderson Builders LLC for construction of a right-turn lane from Adams Dairy Parkway to Duncan Road

**f.** Resolution No. 008-2026 approving a purchase from Shawnee Mission Ford for four 2026 Ford F-150s

**g.** Resolution No. 009-2026 approving a purchase from Logicalis, Inc. for one year Microsoft Licenses

**h.** Board and Commission appointments

**i.** Resolution 010-2026 approving a contract with Olsson, Inc. for the City of Blue Springs Comprehensive Plan Update

**j.** Resolution 011-2026 establishing the Neighbors in Need Task Force and approving appointments

**k.** Resolution 012-2026 approving a contract with Tandem Paving for the clearing and base rock prep for Central Park loop trail

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

5. Introduction and readings of Bill No. 5380 approving the Kansas City Resource Sharing Agreement

6. Presentation – Buy Blue Springs and Chamber LEADership Class

7. 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.

8. Councilmember Comments

9. Mayoral Comments

10. Executive Session – Discussion related to Litigation pursuant to Section 610.021 (1)

## Upcoming Meetings

**Miscellaneous Items**

Development Advisory Committee Meeting – Tuesday, February 3, 4:00 PM

Park Commission Meeting – Tuesday, February 3, 6:00 PM

Planning Commission Meeting – Monday, February 9, 6:30 PM

Public Arts Commission Meeting – Wednesday, February 11, 4:00 PM

Presidents' Day – **City Services Closed** – Monday, February 16

Land Bank – Tuesday, February 17, 3:00 PM

Economic Development Council – Wednesday, February 18, 8:15 AM

City Council Meeting – Wednesday, February 18, 6:00 PM

Planning Commission Meeting – Monday, February 23, 6:30 PM

Public Safety Citizen's Advisory Board Meeting – Tuesday, February 24, 6:00 PM

World Cup Task Force Meeting – Monday, March 2, 10:00 AM

City Council Meeting – Monday, March 2, 6:00 PM

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

2024-25 Sunset Plaza CID Annual Report

2024-25 Downtown Blue Springs CID Annual Report

2024-25 White Oak CID Annual Report

2024-25 Fall Creek CID Annual Report

2024-25 North Blue Springs CID Annual Report

2024-25 Oaks at Woods Chapel CID Annual Report

2024-25 Adams Dairy Landing CID Annual Report

This agenda was posted at City Hall and on the City's website on Thursday, January 29, 2026.

Megan Rodgers, Deputy City Clerk

BLUE SPRINGS
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# EXPLANATIONS

**DATE:** January 29, 2026

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

**FROM:** City Administrator Christine Cates

**SUBJECT:** Agenda Explanations

### Item 3b – Disposition of Records

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

### Item 3c – Liquor License for Let's Roll Blue Springs

Approve a new liquor license for Let's Roll Blue Springs Management LLC dba Let's Roll Blue Springs located at 2001 NW Hwy 7 Blue Springs, MO 64014 to sell intoxicating liquors in the original package for consumption on the premises (weekdays only) and Sunday Sales. The location was formerly occupied by Lunar Bowl Management LLC dba Lunar Bowl. Refer to Council Information Form from Interim City Development Director Nic Hutchison for additional information.

**Item 3d – Liquor License for Smoke and Savor**

Approve a new liquor license for Jayveer 51 LLC dba Smoke and Savor located at 1500 SW US 40 Hwy Blue Springs, MO 64015 to sell intoxicating liquors in the original package for consumption on the premises (weekdays only) and Sunday Sales. The location was formerly occupied by RAM 11 dba QuickMart. Refer to Council Information Form from Interim City Development Director Nic Hutchison for additional information.

**Item 3e – Adams Dairy Parkway and Duncan Turn Lane**

Adopt a Resolution approving a contract in the amount of $211,588.00 with V F Anderson Builders LLC, for construction of a right-turn lane from northbound Adams Dairy Parkway to eastbound Duncan Road. This project is approved as CIP ST-49 Bonds. Refer to Council Information Form from Assistant City Administrator Dennis Dovel for additional information.

**Item 3f – Ford F-150 Purchase**

Adopt a Resolution approving a purchase in the amount of $178,292 from Shawnee Mission Ford for four 2026 Ford F-150s for Public Works maintenance. Refer to Council Information Form from Assistant Director of Public Works Operations Nathan Lea for additional information.

**Item 3g – Microsoft Licenses**

Adopt a Resolution approving a purchase in the amount not to exceed $95,000 from Logicalis, Inc. for one year Microsoft Licenses. Refer to Council Information Form from Director of Information Technology John Schwenk for additional information.

**Item 3h – Boards and Commissions Appointments**

Pursuant to Blue Springs Home Rule Charter Section 4.4.C - Powers and Duties; Appointments: The Mayor, with the advice and consent of the majority of the Council, shall appoint all members of committees, boards, and commissions. Refer to Council

Information Form from City Clerk Erin Ford for additional information.

**Item 3i – Comprehensive Plan**

Approval of a professional services agreement with Olsson, Inc. for the preparation of the City of Blue Springs Comprehensive Plan Update, including public engagement, data analysis, policy development, implementation strategies, and final plan production. Refer to Council Information Form from Interim City Development Director Nic Hutchison for additional information.

**Item 3j – Neighbors in Need Task Force**

Adopt a Resolution establishing the Neighbors in Need Task Force and approve appointments to the Task Force. Refer to Council Information Form from Mayor Chris Lievsay for additional information.

**Item 3k – Central Park Loop Clearing**

Adopt a Resolution approving a contract with Tandem Paving Co., Inc in the amount of $149,500 for the brush, tree clearing and base rock prep for the Central Park loop trail. Refer to Council Information Form from Director of Parks and Recreation Justin Stuart for additional information.

**Item 5 – Kansas City Resource Sharing Agreement**

Passage of a Bill approving the Kansas City Resource Sharing Agreement. Refer to Council Information Form from Police Chief Bob Muenz for additional information.

**Item 6 – Presentation – Buy Blue Springs**

Blue Springs Chamber of Commerce President Lara Vermillion and Chamber staff will introduce the 2025-2026 Chamber LEADership Class and present the Buy Blue Springs and Discover Blue Springs updates. Refer to Council Information Form from Assistant to the City Administrator George Schmitz for additional information.

BLUE SPRINGS
MISSOURI

# MINUTES OF JANUARY 5, 2026 CITY COUNCIL MEETING

## MEETING INFORMATION

A meeting of the City Council of the City of Blue Springs, Missouri, was held on Monday, January 5, 2026 at 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.

## COUNCIL ATTENDANCE

Jerry Kaylor

Katie Tholen

Nick Brummel

Galen Ericson

Kent Edmondson

Jeremy Rowan - ABSENT

## STAFF ATTENDANCE

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 6:00 p.m. The City Clerk confirmed a quorum of the Council was present.

DRAFT

**CONSENT AGENDA**

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

- Minutes of the December 15, 2025 City Council Meeting
- **Resolution No. 001-2026** approving the disposition of Information Technology, Finance, and Public Works department records which have met the required retention period as prescribed by the Blue Springs Records Retention, Management, and Destruction Policy dated November 28, 2016 and in accordance with the Missouri Secretary of State's records retention guidelines.
- **Resolution No. 002-2026** approving a contract with Athco Acquisition Corp for the purchase and installation of playground equipment and surface at Rotary Park in the amount of $906,052.00.
- **Resolution No. 003-2026** approving an amendment to Contract Number 2025-065 with Stantec Consulting Services Inc. for Design Development Services and Construction Administration services resulting in an increase in Basic Services and Supplemental Services related to the design and construction of Southwest Park.
- **Resolution No. 004-2026** approving a purchase in the amount of $1,522,340.40 from DC Structures for an events venue kit package (materials only) for Southwest Park, CIP project PR-71.
- **Resolution No. 005-2026** terminating the Memorandum of Understanding between the City and Redwood Blue Springs Southwest Wyatt Road MO P1 LLC, and approving an agreement with Pentwater Apartments Phase I LLC in the amount not to exceed $300,000 for sanitary sewer gravity main installation. The project funding source is approved as CIP SAN-19 for Sewer Infrastructure Deployment.

The Consent Agenda was approved with the following:

**VOTE**

Kaylor – Aye

Tholen – Aye

Brummel – Aye

Ericson – Aye

Edmondson – Aye

Rowan – ABSENT

Mayor Lievsay – Aye

**PUBLIC HEARING – VACATION FOR PUBLIC WORKS FACILITY EXPANSION**

Mayor Lievsay opened the Public Hearing at 6:03 to consider a vacation of a Right-of-Way easement located generally at the City of Blue Springs Public Works Facility Expansion (VAC-11-25-9743). The minutes of the public hearing were recorded by a certified court reporter. The City Clerk entered one exhibit into the record.

**STAFF REPORT**

Associate Planner Asif Haque reviewed the details of the proposed vacation and addressed questions from the Council.

**APPLICANT**

The applicant was available to address questions from Council.

**INTRODUCTION AND FIRST READING OF BILL NUMBER 5374 – VACATION FOR PUBLIC WORKS FACILITY EXPANSION**

Councilmember Edmondson introduced Bill Number 5374 approving a vacation of a Right-of-Way easement located generally at the City of Blue Springs Public Works Facility Expansion. City Clerk Erin Ford made the first reading of Bill No. 5374 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Ericson moved to approve Bill No. 5374 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Tholen and carried unanimously.

**SECOND READING – BILL NUMBER 5374**

Ms. Ford made the second reading of Bill Number 5374 by title. Councilmember Edmondson moved to adopt Bill Number 5374 upon its second reading and give it

ORDINANCE Number 5473, with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Tholen and carried with the following:

**VOTE**
Tholen – Aye

Brummel – Aye

Ericson – Aye

Edmondson – Aye

Kaylor – Aye

Rowan – ABSENT

Mayor Lievsay – Aye

**INTRODUCTION AND FIRST READING OF BILL NUMBER 5375 – FUNDING AGREEMENT WITH MODOT FOR SURFACE TRANSPORTATION BLOCK GRANT FOR 7 HIGHWAY IMPROVEMENTS**

Councilmember Kaylor introduced Bill Number 5375 approving a modified funding agreement with the Missouri Highways and Transportation Commission in care of the Missouri Department of Transportation, otherwise known as MoDOT, for the construction of sidewalk improvements, in FY2028 along State Route 7 Highway between 40 Highway and SW Lake Village Road / SW Liggett Road (CIP ST-43), STBG 1207(408). City Clerk Erin Ford made the first reading of Bill No. 5375 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Ericson moved to approve Bill No. 5375 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Tholen and carried unanimously.

**SECOND READING – BILL NUMBER 5375**

Ms. Ford made the second reading of Bill Number 5375 by title. Councilmember Edmondson moved to adopt Bill Number 5375 upon its second reading and give it ORDINANCE Number 5474, 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

Kaylor – Aye

Tholen – Aye

Rowan – ABSENT

Mayor Lievsay – Aye

**INTRODUCTION AND FIRST READING OF BILL NUMBER 5376 – FUNDING AGREEMENT WITH MODOT FOR TRANSPORTATION ALTERNATIVES PROGRAM FOR 7 HIGHWAY IMPROVEMENTS**

Councilmember Kaylor introduced Bill Number 5376 approving a modified funding agreement with the Missouri Highways and Transportation Commission in care of the Missouri Department of Transportation, otherwise known as MoDOT, for the construction of sidewalk improvements, in FY2026 along State Route 7 Highway between 40 Highway and SW Lake Village Road / SW Liggett Road (CIP ST-43), TAP 9901 (447). City Clerk Erin Ford made the first reading of Bill No. 5376 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Ericson moved to approve Bill No. 5376 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Tholen and carried unanimously.

**SECOND READING – BILL NUMBER 5376**

Ms. Ford made the second reading of Bill Number 5376 by title. Councilmember Edmondson moved to adopt Bill Number 5376 upon its second reading and give it ORDINANCE Number 5475, with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Kaylor and carried with the following:

**VOTE**

Ericson – Aye

Edmondson – Aye

Kaylor – Aye

Tholen – Aye

Brummel – Aye

Rowan – ABSENT

Mayor Lievsay – Aye

**INTRODUCTION AND FIRST READING OF BILL NUMBER 5377 – FUNDING AGREEMENT WITH MODOT FOR AA IMPROVEMENTS**

Councilmember Kaylor introduced Bill Number 5377 approving a modified funding agreement with the Missouri Highways and Transportation Commission in care of the Missouri Department of Transportation (MoDOT) for the construction improvements to AA Highway, in FY2027 along State Route AA Highway between 40 Highway and the eastern city limits (CIP ST-52), STBG 9901(448). City Clerk Erin Ford made the first reading of Bill No. 5377 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Ericson moved to approve Bill No. 5377 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Tholen and carried unanimously.

**SECOND READING – BILL NUMBER 5377**

Ms. Ford made the second reading of Bill Number 5377 by title. Councilmember Edmondson moved to adopt Bill Number 5377 upon its second reading and give it ORDINANCE Number 5476, with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Kaylor and carried with the following:

**VOTE**

Edmondson – Aye

Kaylor – Aye

Tholen – Aye

Brummel – Aye

Ericson – Aye

Rowan – ABSENT

Mayor Lievsay – Aye

**INTRODUCTION AND FIRST READING OF BILL NUMBER 5378 – LAND BANK AGREEMENT**

Councilmember Kaylor introduced Bill Number 5378 approving an Intergovernmental Agreement with the Land Bank of Blue Springs, Missouri to provide administrative and operational support. City Clerk Erin Ford made the first reading of Bill No. 5378 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Ericson moved to approve Bill No. 5378 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Tholen and carried unanimously.

**SECOND READING – BILL NUMBER 5378**

Ms. Ford made the second reading of Bill Number 5378 by title. Councilmember Edondson moved to adopt Bill Number 5378 upon its second reading and give it

ORDINANCE Number 5477, with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Tholen and carried with the following:

**VOTE**
Kaylor – Aye

Tholen – Aye

Brummel – Aye

Ericson – Aye

Edmondson – Aye

Rowan – ABSENT

Mayor Lievsay – Aye

**INTRODUCTION AND FIRST READING OF BILL NUMBER 5379 – BOND ELECTION FOR WATER AND SEWER SYSTEMS AND TREATMENT PLANT**

Councilmember Kaylor introduced Bill Number 5379 calling an Election for the issuance of $65,000,000 in revenue bonds for the water and sewer systems and treatment plant by the City of Blue Springs. City Clerk Erin Ford made the first reading of Bill No. 5379 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Ericson moved to approve Bill No. 5379 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Brummel and carried unanimously.

**SECOND READING – BILL NUMBER 5379**

Ms. Ford made the second reading of Bill Number 5379 by title. Councilmember Edmondson moved to adopt Bill Number 5379 upon its second reading and give it ORDINANCE Number 5478, with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Tholen and carried with the following:

**VOTE**
Tholen – Aye

Brummel – Aye

Ericson – Aye

Edmondson – Aye

Kaylor – Aye

Rowan – ABSENT

Mayor Lievsay – Aye

## DISCUSSION – EVALUATION OF CHURCH PROPERTY FOR WORLD CUP EVENTS

Councilmembers Ericson and Kaylor led the Council in a discussion regarding evaluation of the Church property to host City events related to the upcoming World Cup.

Councilmember Ericson moved to direct staff to spend up to $75,000 to evaluate the Church property, starting with the sanctuary. Motion seconded by Councilmember Kaylor and **failed** with the following vote:

**VOTE**
Brummel – No

Ericson – Aye

Edmondson – No

Kaylor – Aye

Tholen – No

Rowan – ABSENT

Mayor Lievsay – No

## MAYORAL COMMENTS

- City services will be closed on Monday, January 19 in observation of Martin Luther King Day. The City Council meeting will be held on Tuesday, January 20 due to the holiday.

**ADJOURN**

At 6:28 p.m., there was no further business to come before the Council, Councilmember Kaylor moved the meeting be adjourned. Motion seconded by Councilmember Tholen and carried unanimously.

January 5, 2026

**SIGNATURES:**

CITY OF BLUE SPRINGS

_____

Chris Lievsay, Mayor

ATTEST

_____

Erin Ford, City Clerk

BLUE SPRINGS
MISSOURI

# CITY COUNCIL INFORMATION FORM

**DATE SUBMITTED:** January 13, 2026

**ITEM TYPE:** Resolution

**SUBMITTED BY:** Erin Ford

**CONTRACT NUMBER:** N/A

**DEPARTMENT:** Administration

**STRATEGIC PLAN PRIORITY:** Organizational Health

## ITEM DESCRIPTION

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

## BACKGROUND

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

## FINANCIAL IMPACT

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

## PROJECT TIMELINE

| | |
|---|---|
| Estimated Start Date | Immediately |
| Estimated End Date | N/A |

## STAFF RECOMMENDATION

Staff recommends approval.

## OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: N/A

## LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with disposition list attached as Exhibit A.

## REVIEWED BY

**Requesting Director: Erin Ford**

**Legal: N/A**

**Administration: George Schmitz**

**City Administrator: Christine Cates**

**Budget: N/A**

Resolution No. 006-2026

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

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

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

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

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

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

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 2nd day of February 2026.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

Exhibit A

BLUE SPRINGS
MISSOURI

# Disposition of Records

## Disposition List

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

| BOX No. / Item | Date of Record(s) | Contents | Destruction Date |
|---|---|---|---|
| N/A | | All data, media and content captured through third-party cameras, excluding records that have been retained for official investigative or other legal purpose | Ongoing per policy |
| N/A | 02/01/2025-1/31/2025 | All employee emails in Sent Items, Deleted Items, Junk, and Clutter Folders | |
| N/A | 2018 – 2019 | Paper copies of miscellaneous emails related to codification | 2/3/2026 |
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## Approved by Resolution _____-_____

**To be completed by Records Manager:**

STATE OF MISSOURI
COUNTY OF JACKSON
CITY OF BLUE SPRINGS

I, Erin Ford, Records Manager, City of Blue Springs, a municipal Corporation within and for said County and State aforesaid, do hereby certify that the attached is a true and complete enumeration of records which will be destroyed by recycling, throwing away, deleting, or shredding.

IN WITNESS WHEREOF, I hereunto set my hand and affix the seal of said City of Blue Springs, Missouri, at its office in Blue Springs, Missouri, on this _____ day of _____ _____, 20___.

_____

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

BLUE SPRINGS
MISSOURI

# CITY COUNCIL INFORMATION FORM

**DATE SUBMITTED:** December 30, 2025

**ITEM TYPE:** Other

**SUBMITTED BY:** Nic Hutchison

**CONTRACT NUMBER:** N/A

**DEPARTMENT:** City Development

**STRATEGIC PLAN PRIORITY:** N/A

## ITEM DESCRIPTION

Approve a new liquor license for Let's Roll Blue Springs Management LLC dba Let's Roll Blue Springs located at 2001 NW Hwy 7 Blue Springs, MO 64014 to sell intoxicating liquors in the original package for consumption on the premises (weekdays only) and Sunday Sales. The location was formerly occupied by Lunar Bowl Management LLC dba Lunar Bowl.

## BACKGROUND

The Managing Agent for Let's Roll Blue Springs Management LLC dba Let's Roll Blue Springs is Jesse Hockaday located at 2001 NW Hwy 7 Blue Springs, MO 64014.

## FINANCIAL IMPACT

| | |
|---|---|
| Contractor: | Let's Roll Blue Springs Management LLC dba Let's Roll Blue Springs |
| Amount of Request/ Contract: | N/A |
| Amount Budgeted: | N/A |
| Budget Year: | FY 2025-26 |
| Funding Source/Account #: | N/A |
| Account Balance: | N/A Date: 1/5/2026 |
| Revenue to be Received: | $ 618.75 |
| Revenue Account No. | 100-00000-410200 |

## PROJECT TIMELINE

| | |
|---|---|
| Estimated Start Date | January 21, 2026 |
| Estimated End Date | June 30, 2026 |

## STAFF RECOMMENDATION

Staff recommends approval.

## OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: N/A

## LIST OF REFERENCE DOCUMENTS ON FILE WITH CITY DEVELOPMENT

1. All documents have been submitted to the Business Services Division. A background check has been approved by Bob Muenz (Chief of Police) and approvals from Nic Hutchison (Interim Director Community Development) are on file in the Business Services Division. Individual statement of Personal Property Tax owned for Managing Agent, Certificate of Voter Registration for Managing Agent, drawing of the interior premises to be covered by this license, copy of the current lease, and a photo of the Managing Agent are on file with the Business Service Division.
2. Application for a Business License is on file with the Business Services Division.

## REVIEWED BY

**Requesting Director: Nic Hutchison**

**Legal: N/A**

**Administration: George Schmitz**

**City Administrator: Christine Cates**

**Budget: Lori Turner**

BLUE SPRINGS
MISSOURI

# CITY COUNCIL INFORMATION FORM

**DATE SUBMITTED:** December 30, 2025

**ITEM TYPE:** Other

**SUBMITTED BY:** Nic Hutchison

**CONTRACT NUMBER:** N/A

**DEPARTMENT:** City Development

**STRATEGIC PLAN PRIORITY:** N/A

## ITEM DESCRIPTION

Approve a new liquor license for Jayveer 51 LLC dba Smoke and Savor located at 1500 SW US 40 Hwy Blue Springs, MO 64015 to sell intoxicating liquors in the original package for consumption on the premises (weekdays only) and Sunday Sales. The location was formerly occupied by RAM 11 dba QuickMart.

## BACKGROUND

The Managing Agent for Jayveer 51 LLC dba Smoke and Savor is Maheshkumar Patel located at 2409 NE Sweet Water Cir Lee's Summit, MO 64086.

## FINANCIAL IMPACT

| | |
|---|---|
| Contractor: | Jayveer 51 LLC dba Smoke and Savor |
| Amount of Request/ Contract: | N/A |
| Amount Budgeted: | N/A |

| | |
|---|---|
| Budget Year: | FY 2025-26 |
| Funding Source/Account #: | N/A |
| Account Balance: | N/A Date: 1/5/2026 |
| Revenue to be Received: | $450 |
| Revenue Account No. | 100-00000-410200 |

## PROJECT TIMELINE

| | |
|---|---|
| Estimated Start Date | January 21, 2026 |
| Estimated End Date | June 30, 2026 |

## STAFF RECOMMENDATION

Staff recommends approval.

## LIST OF REFERENCE DOCUMENTS ON FILE WITH CITY DEVELOPMENT

1. All documents have been submitted to the Business Services Division. A background check has been approved by Bob Muenz (Chief of Police) and approvals from Nic Hutchison (Interim Director Community Development) are on file in the Business Services Division. Individual statement of Personal Property Tax owned for Managing Agent, Certificate of Voter Registration for Managing Agent, drawing of the interior premises to be covered by this license, copy of the current lease, and a photo of the Managing Agent are on file with the Business Service Division.
2. Application for a Business License is on file with the Business Services Division.

## REVIEWED BY

**Requesting Director: Nic Hutchison** **Administration: George Schmitgz**

**Budget: Lori Turner** **City Administrator: Christine Cates**

**Legal: N/A**

BLUE SPRINGS
MISSOURI

**CITY COUNCIL INFORMATION FORM**

**DATE SUBMITTED:** November 24, 2025

**ITEM TYPE:** Resolution

**SUBMITTED BY:** Dennis Dovel

**CONTRACT NUMBER:** 2026-018

**DEPARTMENT:** Public Works

**STRATEGIC PLAN PRIORITY:** Infrastructure

## ITEM DESCRIPTION

Adopt a Resolution approving a contract in the amount of $211,588.00 with V F Anderson Builders LLC, for construction of a right-turn lane from northbound Adams Dairy Parkway to eastbound Duncan Road. This project is approved as CIP ST-49 Bonds.

## BACKGROUND

On August 6, 2024, the residents of Blue Springs passed $40,000,000 in bonds to make improvements to streets. As part of the projects outlined, a right turn lane on the northbound lane of Adams Dairy Parkway at Duncan Road was included. Staff utilized Cochran Engineering to develop bid specifications, advertising the bid and vetting the bids received for improvements at Adams Dairy Parkway and Duncan Road to add a right turn lane on the northbound traffic. Bids were advertised on the City's website and plan rooms. Five bids were received from the advertisement of the project and are listed below.

| | |
|---|---|
| V F Anderson Builders LLC | $211,588.00 |
| JM Fahey | $254,002.75 |
| Freeman Concrete Construction | $283,617.00 |
| Tandem Paving | $362,396.80 |
| Mega KC | $438,190.50 |

The Public Works Department along with Cochran Engineering recommends the contract be awarded to the lowest bidder, V F Anderson Builders LLC. Cochran has used this company on previous similar projects and all references for this contractor are favorable.

The project includes the demo of the existing sidewalks, medians and roadway to install a new right-turn lane. The work also includes signal improvements required to support the new turn lane and reconstruction of sidewalks, curbs, road surface and striping.

Staff recommends approval of a contract with V F Anderson Builders LLC for $211,588.00 to complete the construction of a right turn lane on Adams Dairy Parkway at the intersection of Duncan Road.

**FINANCIAL IMPACT**

| | |
|---|---|
| Contractor: | V F Anderson Builders LLC |
| Amount of Request/ Contract: | $211,588.00 |
| Amount Budgeted: | $1,515,000 |
| Budget Year: | FY2025-26 |
| Funding Source/Account #: | 310-72000-543100 ST-49 Bonds |
| Account Balance: | $1,503,000 Date: 1/5/2026 |

## PROJECT TIMELINE

| | |
|---|---|
| Estimated Start Date | March 2, 2026 |
| Estimated End Date | December 31, 2026 |
| Years and Months Contract in effect | 10 months |
| Number of times renewable | 0 |

## STAFF RECOMMENDATION

Staff recommends approval.

## OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: N/A

## LIST OF REFERENCE DOCUMENTS ATTACHED

1. Recommendation of Award letter from Cochran Engineering.
2. Resolution with contract attached as Exhibit A.

## REVIEWED BY

**Requesting Director: Dennis Dovel**

**Legal: Jennifer Baird**

**Administration: George Schmitz**

**City Administrator: Christine Cates**

**Budget: Lori Turner**

## SUPPORTING DOCUMENTS

| Document | Required | If not required, explain |
|---|---|---|
| Certificate of Insurance: | Yes | Attached |
| E-Verify: | Yes | Attached |
| Bond: | Yes | Attached |

| | | |
|---|---|---|
| IRS Form W-9 | Yes | Finance Review: January 5, 2026 |
| Bid/RFP/RFQ and Tabulation | Yes | |
| Bid Waiver: (less than three bids) | N/A | |
| Contractor address and email: | Yes | |
| Project Exemption Certificate needed: | Yes | |

ATTACHMENT 1

cochraneng.com

St. Louis | Kansas City | Union | Wentzville | Ozark | Osage Beach | Farmington

December 22, 2025

Dennis Dovel
Assistant City Administrator
Blue Springs, Missouri

RE: Recommendation of Award
Adams Dairy Parkway and Duncan Road -Right Turn Lane Addition
Project No. LS25-1023

Dear Mr. Dovel,

This letter serves to advise that Cochran Engineering has completed a comprehensive review of the bids received by the City for the above-referenced project. A total of five (5) bids were submitted for consideration. After careful evaluation of the bid tabulation, we recommend awarding the project to VF Anderson, which submitted the lowest bid and appears well-qualified to perform the work associated with this project.

Our review of the submitted paperwork and bonds indicates that all documents are in compliance with the requirements outlined in the Bid Proposal.

VF Anderson's bid totaled $211,588.00, approximately 31% below the engineer's estimate for the project with the high bidder being approximately 43% above the engineer's estimate. An analysis of their unit prices shows that the cost savings are primarily related to their mobilization and earthwork costs.

As part of our standard bid review process, we assess a company's ability to perform the work associated with the project. We requested references that have contracted with VF Anderson for similar projects, and they all had positive things to say and would hire for future work. Based on these references, VF Anderson is well positioned to perform the work required for this project.

The Bid Tabulation is attached for your reference. Please do not hesitate to reach out if you have any questions or need additional information.

Sincerely,

Toby Williams, PE, PMP
KC Regional Manager
Cochran Engineering
twillians@cochraneng.com
816-207-5771

attachments: Bid Tabulation

Resolution No. 007-2026

**A RESOLUTION APPROVING A CONTRACT WITH V F ANDERSON BUILDERS LLC FOR CONSTRUCTION OF A RIGHT TURN LANE ON ADAMS DAIRY PARKWAY AT DUNCAN ROAD ON THE NORTHBOUND LANE**

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

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

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

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

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

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

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

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

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

WHEREAS, the Public Works Department and Cochran Engineering prepared specifications and secured quotations for the installation of a right turn lane on the northbound lane of Adams Dairy Parkway at the intersection of Duncan Road; and

WHEREAS, the Department received five bids and now recommends that the City award a contract to V F Anderson Builders LLC, for work based on scope of services in the amount of $211,588.00.

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 V F Anderson Builders LLC, 2901 N State Route 291, Harrisonville, MO 64701 for the construction of a right turn lane on Adams Dairy Parkway at the intersection of Duncan Road in the amount of $211,588.00. A copy of the proposed Contract is attached hereto as Exhibit “A” and is incorporated herein.

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 2nd day of February 2026.

CITY OF BLUE SPRINGS

ATTEST: Chris Lievsay, Mayor

Erin Ford, City Clerk

EXHIBIT A

| EFFECTIVE DATE: March 2, 2026 | TERMINATION DATE: December 31, 2026 | CONTRACT NUMBER: 2026-018 |
|---|---|---|
| **CITY** | **CONTRACTOR** | |
| **City of Blue Springs**<br>**903 West Main Street**<br>**Blue Springs, MO 64015** | **V F Anderson Builders LLC**<br>**2901 N. State Route 291**<br>**Harrisonville, MO 64701** | |
| Department:Public Works | Attention: Vince Freemyer | |
| Phone: 816-228-0265 | Phone: 816-935-9852 | |

**PUBLIC WORKS CONTRACT**

**THIS CONTRACT**, made and entered into this _____ day of _____ 2026, 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 **$211,588.00** 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. 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 Cass )

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 Vince Freemyer, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Vince Freemyer and I am currently the President of VF Anderson Builders (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.

_____ Vincefreemyer
Affiant / Contractor Printed Name

Subscribed and sworn to before me this 7 day of January, 2026.

VERNA KAY STANBARGER
Notary Public - Notary Seal
Cass County - State of Missouri
Commission Number 14578755
My Commission Expires Feb 10, 2026

SEAL

Verna Kay Stanbarger
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.

**V F ANDERSON BUILDERS LLC**

By: _____
Name: Vince Fremyer
Title: President

**CITY OF BLUE SPRINGS, MISSOURI**

_____
Christine Cates, City Administrator

**APPROVED AS TO FORM**

_____
Jennifer Baird, City Attorney

| Exhibit 1 to Contract<br><br>Scope of Work | | |
|---|---|---|
| **Name of Contractor** | V F Anderson Builders LLC | |
| **Scope of Work (Job Description)** | Demolition of existing sidewalks, medians and road surface. Construciton of a right turn lane, signal modifications, new pavement, curbs, medians and sidewalk as specified in the construction documents.<br><br>All work shall be performed in accordance with Contractor's Bid Proposal Form dated December 11, 2025 attached hereto and incorporated herein as Attachment A. | |
| **Start Date** | March 2, 2026 | |
| **Interim Deadlines (if applicable)** | **Date** | **Phase of Project To Be Completed** |
| | | |
| **Final Completion Deadline** | December 31, 2026 | |
| **Reimbursable Expenses** | ☒ None ☐ Travel, Lodging, Meals, Phone Calls, Copying, Postage | |
| **Maximum Payment** | $ 211,588.00 | Maximum payment for services rendered |
| | $0.00 | Maximum amount of expenses to be reimbursed |
| | $211,588.00 | Total maximum amount to be paid to Contractor |
| **Method of Payment** | ☐ Lump sum of entire amount upon satisfactory completion of project<br><br>☐ Monthly payments based on rate of $ per hour<br><br>☒ Incremental payments as follows: Monthly as billed minus retainage.<br><br>☒ **10%** retainage held until completion of project. | |

ATTACHMENT A

COCHRAN

Architecture • Civil Engineering • Land Surveying • Site Development • Geotechnical Engineering • Inspection & Materials Testing

## ADDENDUM NO. 1

**DATE:** November 14, 2025

**OWNER:** City of Blue Springs
903 W Main Street
Blue Springs, MO 64015

**SUBJECT:** Addendum No. 1 – NE Adams Dairy Parkway & NE Duncan Road Improvements
Cochran Project No LS25-1023

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This Addendum forms a part of the Bidding and Contract Documents and modifies the original Bidding Documents. **FAILURE TO ACKNOWLEDGE RECIEPT OF ADDENDUM MAY SUBJECT BIDDER TO DISQUALIFICATION.**

---

**ATTACHMENTS**

*Bid Form Proposal (IB-7 to IB-9) (Bid date changed to December 11, 2025)*

**CLARIFICATION**

*Contract length of 75 days from the Notice to Proceed date. The City of Blue Springs anticipates construction to begin in March 2026.*

**END OF ADDENDUM NO. 1**

ARTICLE 10
BID FORM PROPOSAL

PROJECT NAME NE Adams Dairy Parkway & NE Duncan Road Improvements BID TIME 2:00 PM PROJECT LOCATION
Blue Springs, MO BID DATE December 11, 2025 BIDDER NAME

TO: City of Blue Springs

In response to the Invitation for Bids for Project No LS25-0028, and in accordance with the Instructions to Bidders and other Bidding Documents, the undersigned Bidder declares that he has had an opportunity to examine the site of the Work and has carefully examined the Contract Documents therefore, including the Addenda identified below, and on the basis thereof, and being fully familiar with the local conditions affecting the Work, and upon written notice of award of contract, acknowledges and agrees to provide all labor, material, equipment, tools, management and supervision, safety and technical services, insurance, bonds and incidentals necessary or required for the faithful performance of the Contract Work in accordance with the above-referenced documents in a safe, timely, and workmanlike manner for the following Base Bid Price, of

BASE BID Two hundred eleven thousand five hundred eighty eight Dollars ($ 211,588 ) (Amount in Words)

The Base Bid amount is more fully itemized as follows:

| ITEM | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|
| 1 | Mobilization, Demobilization, Startup, Permits, Insurance and Bonds | LS | 1 | $ 26,000.00 | $ 26,000.00 |
| 2 | Traffic Control | LS | 1 | $ 6,800.00 | $ 6,800.00 |
| 3 | Earthwork | LS | 1 | $ 8,000.00 | $ 8,000.00 |
| 4 | Removal of Existing Improvements (Curb & Gutter, Sidewalk, Storm Structure and Pipe) | LS | 1 | $ 21,000.00 | $ 21,000.00 |
| 5 | Erosion Control | LS | 1 | $ 3,300.00 | $ 3,300.00 |
| 6 | Utility Relocation | EA | 1 | $ 5,400.00 | $ 5,400.00 |
| 7 | Concrete Curb and Gutter (CG-1) | LF | 532 | $ 32.00 | $ 17,024.00 |
| 8 | Concrete Sidewalk | SY | 113 | $ 77.00 | $ 8,701.00 |
| 9 | Concrete Sidewalk with Integral Wall | SY | 34 | $ 261.00 | $ 8,874.00 |
| 10 | Concrete Pavement (9-Inch Concrete Base Course) | SY | 260 | $ 90.00 | $ 23,400.00 |
| 11 | Asphalt Pavement (2-Inch Type V Asphalt Surface Course) | SY | 260 | $ 121.00 | $ 31,460.00 |
| 12 | Setback Curb Inlet | EA | 1 | $ 7,000.00 | $ 7,000.00 |
| 13 | Convert Inlet to Junction Box | EA | 1 | $ 3,100.00 | $ 3,100.00 |
| 14 | 24-Inch RCP Storm Pipe | LF | 3 | $ 1,100.00 | $ 3,300.00 |
| 15 | Pavement Marking - Turn Lane Arrows White (Thermoplastic) | EA | 9 | $ 287.00 | $ 2,583.00 |
| 16 | Pavement Marking 4-Inch Lane Striping Yellow or White (Thermoplastic) | LF | 547 | $ 3.00 | $ 1,641.00 |
| 17 | Pavement Marking 12-Inch Crosswalk White (Thermoplastic) | LF | 192 | $ 11.00 | $ 2,112.00 |
| 18 | Pavement Marking 24-Inch Stop Bar White (Thermoplastic) | LF | 35 | $ 38.00 | $ 1,330.00 |
| 19 | MUTCD R3-8b Sign | EA | 1 | $ 729.00 | $ 729.00 |
| 20 | MUTCD R4-7 Sign | EA | 1 | $ 567.00 | $ 567.00 |
| 21 | MUTCD OM1-3 | EA | 1 | $ 459.00 | $ 459.00 |
| 22 | ADA Ramp | EA | 1 | $ 3,800.00 | $ 3,800.00 |
| 23 | Traffic Signal | EA | 1 | $ 5,000.00 | $ 5,000.00 |
| 24 | Stamped Concrete with Brick Pattern | SY | 73 | $ 96.00 | $ 7,008.00 |
| 25 | Site Restoration | EA | 1 | $ 13,000.00 | $ 13,000.00 |
| **Total Base Bid** | | | | | $ 211,588.00 |

By submitting this Bid, the Bidder agrees to waive any claim it has or may have against the Owner or Engineer, and their respective employees, arising out of or in connection with the administration, evaluation or recommendation of any bid(s)

**Addenda**

The undersigned Bidder acknowledges the following Addenda, if any

Addendum No 1 dated 11/14/2025 pages 5

Addendum No ____ dated ____ pages ____

Addendum No ____ dated ____ pages ____

Addendum No ____ dated ____ pages ____

**Acknowledgements**

Bidder understands that Owner reserves the right to reject any and all bids and to waive any informality in the bidding

The Bidder agrees that this Bid shall be valid and may not be withdrawn for a period of sixty (60) days after the scheduled closing time for receiving bids

Within five (5) working days after receipt of written notice of award of contract, Bidder will execute and deliver to the Owner the formal Owner-Contractor Agreement included in the Bid Package, and deliver to the Owner the surety bond or bonds as required by the Contract Documents

The Bid Security attached hereto, in the sum of _____ Dollars ($ _____) shall become the property of the Owner in the event that the Owner-Contractor Agreement and the Bond(s) are not executed and delivered to the Owner within the time set forth above, as liquidated damages (and not as a penalty) for the delay and additional expense to the Owner caused thereby

(Signature) V. F.

(Print Name) Vince Farmer

(Company Name) VT Anderson Builders

(Address) 290 State Hwy 291 Harrisville RI 02830

(Telephone Number) 516-935-2552

(Seal - if bid by a Corporation)

## ARTICLE 10
## BID FORM PROPOSAL

PROJECT NAME NE Adams Dairy Parkway & NE Duncan Road Improvements BID TIME 2:00 PM

PROJECT LOCATION Blue Springs, MO BID DATE December 11, 2025

BIDDER NAME _____

**TO: City of Blue Springs ("Owner")**

In response to the Invitation for Bids for Project No. LS25-1023, and in accordance with the Instructions to Bidders and other Bidding Documents, the undersigned Bidder declares that he has had an opportunity to examine the site of the Work and has carefully examined the Contract Documents therefore, including the Addenda identified below, and on the basis thereof, and being fully familiar with the local conditions affecting the Work, and upon written notice of award of contract, acknowledges and agrees to provide all labor, material, equipment, tools, management and supervision, safety and technical services, insurance, bonds and incidentals necessary or required for the faithful performance of the Contract Work in accordance with the above-referenced documents in a safe, timely and workmanlike manner for the following Base Bid Price:

BASE BID: _____ Dollars ($_____)
(Amount in Words)

**The Base Bid amount is more fully itemized as follows:**

| ITEM | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|
| 1 | Mobilization, Demobilization, Startup, Permits, Insurance and Bonds | LS | 1 | | |
| 2 | Traffic Control | LS | 1 | | |
| 3 | Earthwork | LS | 1 | | |
| 4 | Removal of Existing Improvements (Curb & Gutter, Sidewalk, Storm Structure and Pipe) | LS | 1 | | |
| 5 | Erosion Control | LS | 1 | | |
| 6 | Utility Relocation | EA | 1 | | |
| 7 | Concrete Curb and Gutter (CG-1) | LF | 532 | | |
| 8 | Concrete Sidewalk | SY | 113 | | |
| 9 | Concrete Sidewalk with Integral Wall | SY | 34 | | |
| 10 | Concrete Pavement (9-Inch Concrete Base Course) | SY | 260 | | |
| 11 | Asphalt Pavement (2-Inch Type V Asphalt Surface Course) | SY | 260 | | |
| 12 | Setback Curb Inlet | EA | 1 | | |
| 13 | Convert Inlet to Junction Box | EA | 1 | | |
| 14 | 24-Inch RCP Storm Pipe | LF | 3 | | |
| 15 | Pavement Marking - Turn Lane Arrows White (Thermoplastic) | EA | 9 | | |
| 16 | Pavement Marking 4-Inch Lane Striping Yellow or White (Thermoplastic) | LF | 547 | | |
| 17 | Pavement Marking 12-Inch Crosswalk White (Thermoplastic) | LF | 192 | | |
| 18 | Pavement Marking 24-Inch Stop Bar White (Thermoplastic) | LF | 35 | | |
| 19 | MUTCD R3-8b Sign | EA | 1 | | |
| 20 | MUTCD R4-7 Sign | EA | 1 | | |

| | | | | | |
|---|---|---|---|---|---|
| 21 | MUTCD OM1-3 | EA | 1 | | |
| 22 | ADA Ramp | EA | 1 | | |
| 23 | Traffic Signal | EA | 1 | | |
| 24 | Stamped Concrete with Brick Pattern | SY | 73 | | |
| 25 | Site Restoration | EA | 1 | | |
| **Total Base Bid** | | | | | |
| | | | | | |

By submitting this Bid, the Bidder agrees to waive any claim it has or may have against the Owner or Engineer, and their respective employees, arising out of or in connection with the administration, evaluation or recommendation of any bid(s).

**Addenda**

The undersigned Bidder acknowledges the following Addenda, if any

Addendum No.. 1 dated 11/14/25 pages 5

Addendum No.. _____ dated _____ pages _____

Addendum No.: _____ dated _____ pages _____

Addendum No.. _____ dated _____ pages _____

**Acknowledgements**

Bidder understands that Owner reserves the right to reject any and all bids and to waive any informality in the bidding.

The Bidder agrees that this Bid shall be valid and may not be withdrawn for a period of sixty (60) days after the scheduled closing time for receiving bids.

Within five (5) working days after receipt of written notice of award of contract, Bidder will execute and deliver to the Owner the formal Owner-Contractor Agreement included in the Bid Package, and deliver to the Owner the surety bond or bonds as required by the Contract Documents.

The Bid Security attached hereto, in the sum of 5% ($ 15,000 ) shall become the property of the Owner in the event that the Owner-Contractor Agreement and the Bond(s) are not executed and delivered to the Owner within the time set forth above, as liquidated damages (and not as a penalty) for the delay and additional expense to the Owner caused thereby.

(Signature)

Vince Freeman
(Print Name)

VF Anderson Builders
(Company Name)

2901 State Highway 291 Harrisonville Mo 64701
(Address)

816 935-5552
(Telephone Number)

(Seal – If bid by a Corporation)

# BID BOND

CONTRACTOR (Name and Address):

VF Anderson Builders, LLC
2901 State 291 Hwy
Harrisonville, MO 64701

SURETY (Name and Address of Principal Place of Business):

Employers Mutual Casualty Company
717 Mulberry St
Des Moines, IA 50309

CITY (Name and Address):

City of Blue Springs, 903 W. Main Street, Blue Springs, Missouri 64015

BID

BID DUE DATE: 12/11/2025 at 3:00 p.m.
Project: NE Adams Dairy Parkway & NE Duncan Road Improvements

BOND

BOND NUMBER:
DATE: (Not Later than Bid Due Date) 12/11/2025
PENAL SUM: 5%

IN WITNESS WHEREOF, Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized agent, officer or representative.

CONTRACTOR

VF Anderson Builders, LLC
Contractor's Name and Corporate Seal

By: President
Signature and Title

Attest: Project Manager
Signature and Title

SURETY

Employers Mutual Casualty Company
Surety's Name and Corporate Seal

By: Attorney-in-Fact
Signature and Title
(Attach Power of Attorney)

Attest: Agent
Signature and Title

Note:
1. Above addresses are to be used for giving required notice.
2. Any singular reference to Contractor, Surety, City, or other party shall be considered plural where applicable.
3. Surety companies executing BONDS shall be named in current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department and be authorized to transact business in the State of Missouri.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assign to pay to City upon default of Contractor the penal sum set forth on the face of this Bond.

2. Default of Contractor shall occur upon the failure of Contractor to deliver within the time required by the Bidding Documents the executed Contract required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

3. This obligation shall be null and void if:

   a. City accepts Contractor's bid and Contractor delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by City) the executed Contract required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

   b. All bids are rejected by City, or

   c. City fails to issue a notice of award to Contractor within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Contractor and, if applicable, consented to by surety when required by Paragraph 5 hereof).

4. Payment under this Bond shall be due and payable upon default of Contractor and within thirty calendar days after receipt by Contractor and surety of written notice of default from City which notice will be given with reasonable promptness, identifying this Bond and the Project, and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by City and Contractor, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from bid due date without surety's written consent.

6. No suit or action shall be commenced under this Bond prior to thirty calendar days after the notice of default required in Paragraph 4 above is received by Contractor and surety, and in no case later than one year after bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notice required hereunder shall be in writing and sent to Contractor and surety at their

respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective power of attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of surety to execute, seal and deliver such Bond and bind the surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "bid" as used herein includes a bid, offer, or proposal as applicable.

emc INSURANCE

P.O. Box 712 • Des Moines, Iowa 50306-0712

# POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

## KNOW ALL MEN BY THESE PRESENTS, that:

1. **Employers Mutual Casualty Company, an Iowa Corporation**
2. **EMCASCO Insurance Company, an Iowa Corporation**
3. **Union Insurance Company of Providence, an Iowa Corporation**
4. **Illinois EMCASCO Insurance Company, an Iowa Corporation**
5. **Dakota Fire Insurance Company, a North Dakota Corporation**
6. **EMC Property & Casualty Company, an Iowa Corporation**

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Bobbie Jones

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

**Any and All Bonds**

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

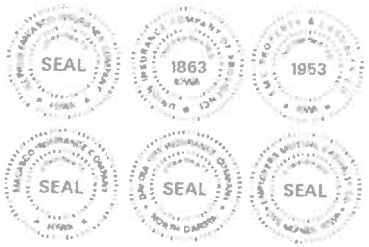
## AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

**IN WITNESS THEREOF**, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 17th day of September, 2025

Seals




AMY DANIEL
Commission Number 866839
My Commission Expires
August 13, 2028

Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 17th day of September, 2025 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors, and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires August 13, 2028.

Notary Public in and for the State of Iowa

## CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 17th day of September, 2025, are true and correct and are still in full force and effect.
In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 11th day of December, 2025

Vice President

E-Verify

## THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

### ARTICLE I

### PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **V. F. Anderson Builders** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

### ARTICLE II

### FUNCTIONS TO BE PERFORMED

#### A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

**B. RESPONSIBILITIES OF DHS**

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

**C. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

• If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

• If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with

respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the

verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)),

and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

**D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE**

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

## ARTICLE III

## REFERRAL OF INDIVIDUALS TO SSA AND DHS

### A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

### B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

## ARTICLE IV

## SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## ARTICLE V

## PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or

DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

**To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.**

| | |
|---|---|
| **Employer V F Anderson Builders LLC** | |
| **June Guevel** (Name (Please Type or Print)) | **Accountant** (Title) |
| *June Guevel* (Signature) | **01/01/2025** (Date) |
| June Guevel | 1/1/2025 |

**Department of Homeland Security – Verification Division**

| | |
|---|---|
| Name (Please Type or Print) | Title |
| Signature | Date |

Information Required for the E-Verify Program

**Information relating to your Company:**

| | |
|---|---|
| Company Name: | **V. F. Anderson Builders LLC** |
| Company Facility Address: | **19209 E. 231st** |
| | Harrisonville, MO 64701 |
| | |
| Company Alternate Address: | **16550 E. 227th** |
| | **Harrisonville, MO 64701** |
| | |
| County or Parish: | **Cass** |
| Employer Identification Number: | **20-1218715** |
| North American Industry Classification Systems Code: | 238910 |

E-Verify

| | |
|---|---|
| Administrator: | V F Anderson Builders |
| Number of Employees: | 35-75 |
| Number of Sites Verified for: | |

**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

## SUBCONTRACTOR CERTIFICATION REGARDING AFFIRMATIVE ACTION

Project: NE Adams Dairy Parkway & NE Duncan Road Improvements
Job No LS25-1023
Route: NE Adams Dairy Parkway
County Jackson

Certification Regarding Affirmative Action and Equal Opportunity The bidder (prospective prime contractor) or proposed subcontractor certifies

1 Affirmative Action Program That it has developed and has on file at each of its establishments affirmative action programs pursuant to 41 CFR Part 60-2

2 Equal Opportunity Clause That it has participated in a previous contract or subcontract subject to the equal opportunity clause set forth in 41 CFR part 69-1 4 and executive order no 11246

3 Compliance Reports That it has filed with the Joint Reporting Committee the Director of the Office of Federal Contract Compliance Programs and his designate, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements contained in 41 CFR Part 60-1

If the test of the certification above is incorrect, the bidder or subcontractor making the certification shall correct it below:

NOTE This certification applies to and must be executed by each bidder (prospective prime contractor) or proposed subcontractor if its proposed contract or subcontract on this project will equal or exceed $10,000 or that contractor or subcontractor has contracts or subcontracts on federally assisted project in any 12-month period which have or can reasonably be expected to have, an aggregate total value exceeding $10,000 41 CFR Part 60-1 5(a)(1) It is a duty and contract obligation of the prime contractor to insure that each of its subcontractors, which meet this criterion, executes and submits to the commission this certification also

ASPHALTIC SURFACES LLC
Company

By

Title SEAN K. MCMANUS - PM

Date 12/11/25

## SUBCONTRACTOR APPROVAL FORM

This report must accompany and be part of the sealed Bid Proposal

1 Name of Bidder: VF Anderson Builders

2 Address Bidder: 2921 State Route 291

Harrisonville (City) Mo (State) 64701 (Zip) 816-935-9852 (Phone)

3. The above-named Bidder intends to subcontract for materials, services supplies, specialty contractors, etc., in the following fashion:

| Names and Addresses of Subcontractor Which the Contractor Anticipates Utilizing | Nature of Participation | $ Value of Subcontractor |
|---|---|---|
| Freeman Concrete Shawnee, KS | Concrete work | $15,348.00 |
| Black & McDonnell Belton, MO | Electrical | $4,[illegible].00 |
| Ripple Surfacing Oak Grove, MO | Asphalt | $29,[illegible].00 |
| Welch Peculiar, MO | Erosion Control | $2,500.00 |
| Street Wise Grandview, Mo | Traffic control signing & striping | $14,500 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

A. Total of Above $65,553.00

B. Total Bid Amount $211,858.00

Subcontractor Utilization as a % of Total Bid Amount (A/B x 100) 31%

Vince Freeman - President
Name-Authorized Officer of Bidder

Signature-Office Bidder

12/11/2025
Date

## NON-COLLUSION AFFIDAVIT

State of Missouri )
S S
County of Cass )

Vince Freeman being first duly sworn, deposes and says that

1. They are the (owner, partner, officer, representative, or agent) of VF Asphalt and Building the Bidder that has submitted the attached Bid.

2. They are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.

3. Such bid is genuine and is not a collusive or sham bid, and that all statements made, and fact set out in the Proposal are true and correct;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest including this affidavit, has in any way colluded, considered, connived, or agreed, directly or indirectly with any other bidder, firm, or person, to submit a sham bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm, or person to fix the price or prices in the attached Bid or of any other bidder, or to fix the overhead, profit, or cost element of the Bid price of the other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Blue Springs or any person interested in the Proposed Contact

5 The price or prices quoted in the attached Bid are fair and proper, and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit, and

6. They further certify that Bidder is not financially interested in or financially affiliated with any other bidder on this project

7. No Councilmember, City Administrator, Director of Finance, or any City employee, either direct or indirect, is financially interested in the Bid submitted to the City pursuant to this invitation, nor is the Bidder a City employee or Councilmember whose bid creates a conflict of interest, and further Bidder certifies that no member or officer of its firm or corporation is an officer or employee of the City A conflict of interest would arise if any person named in this section is in a position to affect either the decision to solicit bids or the selection of the successful Bidder All applicable federal regulations and provisions of RSMo Section 105 450 et seq shall not be violated.

Signed: _____

Title: President

Subscribed and sworn to before me this 11 day of December, 2025

Verna Kay Stanbarger
Notary Public

My Commission expires Feb 10, 2026

VERNA KAY STANBARGER
Notary Public - Notary Seal
Cass County - State of Missouri
Commission Number 14578755
My Commission Expires Feb 10, 2026

**AFFIDAVIT OF COMPLIANCE**
**ANTI-DISCRIMINATION AGAINST ISRAEL ACT**

Affidavit of Compliance with Section 34.600 RSMo for Contracts over $100,000 or for Contractors with Ten (10) or more employees:

I, Vince Freemyer [Contractor Agent], being duly sworn, attest and state, under penalty of perjury, as follows:

1 I am employed by VF Anderson Builders [Contractor] and serve as the President [Position with Contractor]

2 I hereby affirm that VF Anderson Builders [Contractor]:

a) 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; or

b) is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or

c) is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from persons or entities doing business in the State of Israel.

Further Affiant Sayeth Not

[Contractor Agent]

STATE OF MISSOURI )
) ss
Cass COUNTY )

Subscribed and sworn to me, a notary public, this 11 day of December, 2025

VERNA KAY STANBARGER
Notary Public - Notary Seal
Cass County - State of Missouri
Commission Number 14578755
My Commission Expires Feb 10, 2026

Verna Kay Stanbarger
Notary Public

My commission expires Feb 10, 2026

**SUBCONTRACTOR CERTIFICATION REGARDING AFFIRMATIVE ACTION**

Project: Northeast Adam's Dairy Pkwy
Job No. LS25-1023
Route NE Adam Dairy Parkway
County Jackson

Certification Regarding Affirmative Action and Equal Opportunity. The bidder (prospective prime contractor) or proposed subcontractor certifies:

1. Affirmative Action Program. That it has developed and has on file at each of its establishments affirmative action programs pursuant to 41 CFR Part 60-2.

2. Equal Opportunity Clause. That it has participated in a previous contract or subcontract subject to the equal opportunity clause set forth in 41 CFR part 69-1.4 and executive order no. 11246.

3. Compliance Reports. That it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs and his designate, or the Equal Employment Opportunity Commission, all reports due under the applicable filing requirements contained in 41 CFR Part 60-1.

If the test of the certification above is incorrect, the bidder or subcontractor making the certification shall correct it below.

NOTE: This certification applies to and must be executed by each bidder (prospective prime contractor) or proposed subcontractor if its proposed contract or subcontract on this project will equal or exceed $10,000 or that contractor or subcontractor has contracts or subcontracts on federally assisted project in any 12-month period which have or can reasonably be expected to have, an aggregate total value exceeding $10,000 41 CFR Part 60-1 5(a)(1). It is a duty and contract obligation of the prime contractor to insure that each of its subcontractors, which meet this criterion, executes and submits to the commission this certification also.

VF Anderson Builders
Company

By: _____

Title: President

Date _____

## NOTICE TO BIDDERS REGARDING STATE IMMIGRATION LAW

Effective January 1, 2009 and pursuant to RSMo 285 530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri

http://oa.mo.gov/purch/vendorinfo/employ.pdf
http://www.moga.mo.gov/statutes/C200-299/2850000530.HTM

Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- submitting a completed, notarized copy of WORKER ELIGIBILITY VERIFICATION AFFIDAVIT (attached),
- submitting a completed, notarized copy of the SIGNATURE AND IDENTITY OF BIDDER (attached) and,
- providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of completed copy of the E-Verify Memorandum of Understanding (MOU). For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

**The contractor understands and agrees that by signing the RFB document or contract they certify that:**

- The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A
- If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state
- The contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies
- The contractor shall maintain enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services included herein

**SIGNATURE AND IDENTITY OF BIDDER**

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under a fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below, that (if not signing with the intention of binding himself to become the responsible and sole contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders, and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a

( ) sole individual ( ) partnership ( ) joint venture

(✓) corporation, incorporated under laws of state of Missouri

Dated Dec 11th, 2025

| Name of individual, all partners, or joint ventures | Address of each |
|---|---|
| VFAndersonBuilders LLC | 2901 State 291 Hwy Harrisonville, MO 64701 |
| | |
| | |
| | |
| | |

| doing business under the name of | Address of principal place of business in Missoun |
|---|---|
| | |

(If using a fictitious name, show this name above in addition to legal names)

VFAndersonBuilders LLC 2901 State 291 Hwy Harrisonville, MO 64701
(If a corporation, show its name above)

ATTEST (SEAL)

Secretary Title

NOTE If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint ventures, or corporation, with the legal address shown, and REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Sections 417 200 to 417 230, RS Mo. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351 570 and following, RS Mo

## SECTION VII

## PERFORMANCE, PAYMENT AND TWO-YEAR MAINTENANCE BOND

Bond#S057985

**KNOW ALL MEN BY THESE PRESENTS,** that we, VF Anderson Builders, LLC of Harrisonville, Missouri, hereinafter referred to as "Contractor", and Employers Mutual Casualty Company a corporation organized under the laws of the State of Iowa and authorized to transact business in the State of Missouri, as "Surety", are held and firmly bound unto the City of Blue Springs, Missouri, hereinafter referred to as "Owner", in the penal sum of Two hundred eleven thousand five hundred eighty-eight and 00/100 for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrator, successors, and assigns, joint and severally, by these presents:

**WHEREAS**, on the _____, the Contractor entered into a written contract with the Owner for furnishing materials, supplies, and equipment not furnished by the owner, construction tools, equipment, and plat, and the performance of all necessary labor, for and in connection with the construction of certain improvements described in the attached contract documents; and

**WHEREAS**, the contract requires payment of all wages in conformance with the **Division of Labor Standards of the State of Missouri.**

**WHEREAS**, it was a condition of the contract award by the Owner that these presents be executed by the Contractor and Surety; and

**WHEREAS**, the Contract requires this instrument to remain in effect for a period of two calendar years after final acceptance by the Owner of all work performed by CONTRACTOR; and

**WHEREAS**, the Contract requires, for a period of two calendar years after the date of final acceptance, a guarantee from the Contractor against defective materials and workmanship in connection with the maintenance of items constructed by Contractor; and

**NOW, THEREFORE**, if the contractor shall, in all particulars, well, duly, and faithfully observe, perform, and abide by each and every covenant, condition, and part of the said contract, and the conditions, specifications, drawings, and other contract documents thereto attached or, by reference made a part thereof, according to the true intent and meaning in each case, then this obligation shall be null and void; otherwise it shall remain in full force and effect during the Contract Time as stipulated in the Contract Agreement.

**PROVIDED FURTHER**, that if the contractor shall fail to pay all just claims and demands by, or in behalf of, any employee or other person, or any firm, association, or corporation, for labor performed or materials, supplies, or equipment furnished, used, or consumed by the contractor or his subcontractors in the performance of the work, then the Surety will pay the full value of all such claims or demands in any total amount not exceeding the amount of this obligation, together with interest as provided by law.

**PROVIDED FURTHER**, the Contractor agrees to make all repairs or replacements necessary during a period of two calendar years after the date of final acceptance, by reason of defective materials or workmanship in connection with the Contract. If those defective materials or

workmanship occur within that period, the Owner shall give the Contractor and Surety written notice of that defect within (45) days after discovery. When each repair or replacement is made to the satisfaction of the Owner, either by Contractor or by City or its agents at Contractor and/or Surety's expense, the obligation of the Contractor and Surety shall be discharged as to that repair or replacement. Any repairs or replacements made under this bond shall in like manner be subject to the terms and conditions of it.

**THE UNDERSIGNED SURETY**, for value received, hereby agrees that no extension of time, change in, addition to, or other modification of the terms of the contract or work to be performed thereunder, or of the specifications or other contract documents, shall in any way affect its obligation on this bond and the Surety does hereby waive notice of any such extension of time, change, addition, or modification.

**IN TESTIMONY WHEREOF**, the Contractor has hereunto set his hand, and the Surety has caused these presents to be executed in its name and its corporate seal to be affixed by its attorney-in-fact at _____ on this _____ day of _____, 20__.

Contractor VF Anderson Builders, LLC (Seal)

By _____

Surety Co. Employers Mutual Casualty Company

Address 717 Mulberry St

Des Moines, IA 50309

By _____
(Attorney-In-Fact) Sean Dunham

By _____
(Missouri Agent) Baylor Dunham

(Accompany this bond with attorney-in-fact authority from the Surety Company certified to include the date of the bond.)

emc INSURANCE

P.O. Box 712 • Des Moines, Iowa 50306-0712

# POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

## KNOW ALL MEN BY THESE PRESENTS, that:

**1. Employers Mutual Casualty Company, an Iowa Corporation**
**2. EMCASCO Insurance Company, an Iowa Corporation**
**3. Union Insurance Company of Providence, an Iowa Corporation**
**4. Illinois EMCASCO Insurance Company, an Iowa Corporation**
**5. Dakota Fire Insurance Company, a North Dakota Corporation**
**6. EMC Property & Casualty Company, an Iowa Corporation**

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Sean Dunham

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

| Surety Bond Number | Principal: | Obligee: |
|---|---|---|
| S057985 | VF Anderson Builders, LLC | City of Blue Springs<br>903 West Main Street<br>Blue Springs, MO 64015 |

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

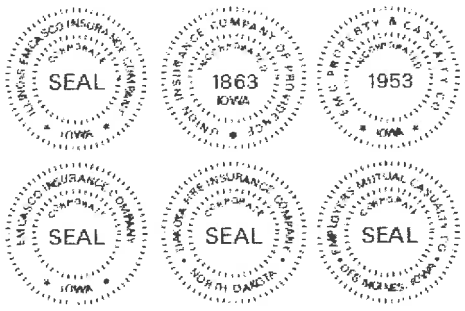
# AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

**IN WITNESS THEREOF**, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 17th day of September, 2025.

Seals




AMY DANIEL
Commission Number 866839
My Commission Expires
August 13, 2028

Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 17th day of September, 2025 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires August 13, 2028.

Notary Public in and for the State of Iowa

# CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 17th day of September, 2025 are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of _____, _____.

Vice President



**"For verification of the authenticity of the Power of Attorney you may call (515) 345-7548."**

INSURANCE - RISK MANAGEMENT - EMPLOYEE BENEFITS

# AUTHORIZATION TO INSERT DATE OF CONTRACT IN BOND

Obligee: City of Blue Springs, Missouri.

.

Re: Performance/Payment & Maintenance Bonds

Bond No. S057985

Dear Sir or Madam:

The undersigned is an authorized representative of Employers Mutual Casualty Company for VF Anderson Builders, LLC, PRINCPAL for and during the entire period of construction on the Project. NE Adams Dairy Parkway & NE Duncan Road Improvements and other work indicated in the contract documents. Authorization is hereby given by the Surety to the City of Blue Springs, Missouri, OBLIGEE to insert the date of the execution of the contract on both the Bonds and the Powers of Attorney. Please send us a copy of the completed agreements and the Performance Payment & Maintenance Bonds.

Employers Mutual Casualty Company

Attorney-In-Fact-Sean Dunham

THE REILLY COMPANY
www.ReillyInsurance.com

LEAVENWORTH, KANSAS
6th & Delaware | PO Box 9 | Leavenworth, KS 66048
Ph: (913) 682-1234 | Fax: (913) 682-8136 | Toll Free: (800) 313-5754

OVERLAND PARK, KANSAS
11225 College Blvd. Suite 210 | Overland Park, Kansas 66210
Ph: (913) 708-8700 | Fax: (913) 708-8880 | Toll Free: (800) 313-5754

BLUE SPRINGS
MISSOURI

# CITY COUNCIL INFORMATION FORM

**DATE SUBMITTED:** December 30, 2025

**ITEM TYPE:** Resolution

**SUBMITTED BY:** Nathan Lea

**CONTRACT NUMBER:** N/A

**DEPARTMENT:** Public Works

**STRATEGIC PLAN PRIORITY:** Infrastructure

## ITEM DESCRIPTION

Adopt a Resolution approving a purchase in the amount of $178,292 from Shawnee Mission Ford for four 2026 Ford F-150s for Public Works maintenance.

## BACKGROUND

A Ford F-250 pickup truck in the amount of $56,039 was approved as part of the FY25/26 Capital Improvement Program (CIP) budget, CIP ST-68. Upon further review, the Public Works Department determined that a ¾-ton pickup truck was not the best fit for the operational needs of the supervisor position. As a result, the Department pursued quotes for a lighter-duty pickup truck to better align with operational needs while optimizing efficiency and departmental spending. Additionally, three Ford F-150 pickup trucks were approved as part of the FY25/26 budget.

Quotes for a total of four Ford F-150 pickup trucks were secured from Shawnee Mission Ford through utilization of the Mid-America Regional Council (MARC) Kansas City Cooperative Purchasing Program (MKCPP), Resolution No. 95-2006.

The first vehicle will be a Ford F-150 Crew Cab 4x4 with a 6.5-foot bed and tow package. This vehicle will be assigned to the Superintendent of Streets and will replace Unit 1088. Unit 1088 will then replace Unit 1048, and Unit 1048 will be reassigned to the Water Department for use as a call-out vehicle. The purchase of this truck will be made in the amount of $45,613.

The second vehicle will be a Ford F-150 Crew Cab 4x4 with a 6.5-foot bed and tow package. This vehicle will be assigned to the Superintendent of Utilities and will replace Unit 1086. Unit 1086 will replace Unit 836, and Unit 836 will be removed from service. The purchase of this truck will be made in the amount of $45,613.

The third vehicle will be a Ford F-150 Extended Cab 4x4 with a 6.5-foot bed and tow package. This vehicle will be utilized by the Department's Water Service Technicians and will replace Unit 839. Unit 839 will be removed from service. The purchase of this truck will be made in the amount of $43,533.

The fourth vehicle will also be a Ford F-150 Extended Cab 4x4 with a 6.5-foot bed and tow package. This vehicle will be utilized by the Department's Water Service Technicians and will replace Unit 842. Unit 842 will be removed from service. The purchase of this truck will be made in the amount of $43,533.

Completion of this purchase will provide the Public Works Department with reliable vehicles necessary to efficiently support continued operations.

## FINANCIAL IMPACT

| | |
|---|---|
| Contractor: | Shawnee Mission Ford |
| Amount of Request/ Contract: | $178,292 |
| Amount Budgeted: | 310-32000-540450 ST-68 - $56,039<br>430-33010-540300 - $72,000<br>460-36010-540300 - $72,000 |
| Budget Year: | FY 2025-26 |
| Funding Source/Account #: | 310-32000-540450 ST-68 - $45,613<br>430-33010-540300 - $66,339.50<br>460-36010-540300 - $66,339.50 |
| Account Balance: | 310-32000-540450 ST-68 - $56,039<br>430-33010-540300 - $72,000<br>460-36010-540300 - $72,000<br>Date: 1/9/2026 |

## PROJECT TIMELINE

| | |
|---|---|
| Estimated Start Date | February 2, 2026 |
| Estimated End Date | September 30, 2026 |
| Years and Months Contract in effect | 8 Months |
| Number of times renewable | N/A |

## STAFF RECOMMENDATION

Staff recommends approval.

## OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: N/A

## LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with Bids attached as Exhibit A.

## REVIEWED BY

**Requesting Director: Nathan Lea**

**Legal: N/A**

**Administration: George Schmitz**

**City Administrator: Christine Cates**

**Budget: Lori Turner**

## SUPPORTING DOCUMENTS

| **Document** | **Required** | **If not required, explain** |
|---|---|---|
| Certificate of Insurance: | N/A | |
| E-Verify: | N/A | |
| Bond: | N/A | |
| IRS Form W-9 | Yes | Finance Review: January 12, 2026 |
| Bid/RFP/RFQ and Tabulation | No | |
| Bid Waiver: (less than three bids) | Yes | |
| Contractor address and email: | Yes | 11501 Shawnee Mission Pkwy<br>Shawnee, KS 66203<br>Jay.cooper@shawneemissionford.com |
| Project Exemption Certificate needed: | No | |

Resolution No. 008-2026

**A RESOLUTION APPROVING THE PURCHASE OF FOUR 2026 FORD F-150S FROM SHAWNEE MISSION FORD**

WHEREAS, the City of Blue Springs will be replacing existing Units 1088, 1086, 839 and 842 with four 2026 Ford F-150s, with Units 836, 839, and 842 being removed from service; and

WHEREAS, the Public Works Department prepared specifications and secured quotations for two Ford F-150 Crew Cab 4x4 with a 6.5-foot bed and tow package and two Ford F-150 Extended Cab 4x4 with a 6.5-foot bed and tow package; and

WHEREAS, the Department secured quotations through utilization of the Mid-American Regional Council (MARC) Cooperative Purchasing Program (MKCPP), approved by Resolution No. 96-2006, and now recommends that the City purchase four 2026 Ford F-150s from Shawnee Mission Ford for work within Public Works Operations for the amount of $178,292.

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 Shawnee Mission Ford, 11501 Shawnee Mission Parkway, Shawnee, KS 66203, four 2026 Ford F-150s for the amount of $178,292.

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 2nd day of February 2026.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

EXHIBIT A


# SHAWNEE MISSION FORD

11501 SMPKY P.O. Box 3179

Shawnee, Kansas 66203-0179 * 913-248-2287 * jay.cooper@shawneemissionford.com


December 29, 2025

Dalton France
City of Blue Springs

MKCPP Pricing

2026 Ford F150 Crew Cab 4x4 6.5 Bed (**W1L 157**)

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

| | | | |
|---|---|---|---|
| Base Price: | $44,694 | | |
| Options: | | | |
| • Tow Haul Package (**53T**)<br>Trailer Brake Controller<br>3.73 E-Lock | $919 | | |
| • 5.0L V8 (**995**) | $included in base price | | |
| • Privacy Glass Rear Defroster (**924**) | $included in base price | | |
| • Floor mats | $included in base price | | |
| • Vinyl Floor | $standard | | |
| • Reverse Sensors | $standard | | |
| • Receiver Hitch and wiring harness | $standard | | |
| • Cruise Control | $standard | | |
| • Power Windows Locks Mirrors RKE | $standard | | |
| Total | $45,613 | @ 2 | $91,226 |

Additional Options to consider:

| | |
|---|---|
| • Spray in bed liner | $625 |
| • Remote Start | $499 |
| • Cab Steps (**18B**) | $228 |
| • LT265/70R17C AT Tires (**T7C**) | $451 |
| • Skid Plate (**413**) | $145 |
| • Backup Alarm (**85H**) | $210 |

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



# SHAWNEE MISSION FORD

11501 SMPKY P.O. Box 3179

Shawnee, Kansas 66203-0179 * 913-248-2287 * jay.cooper@shawneemissionford.com


December 12, 2025

Dalton France
City of Blue Springs

MKCPP Pricing
Pricing good until 1-15-26

2026 Ford F150 Extended Cab 4x4 6.5 Bed **(X1L 145)**

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

| | | | |
|---|---|---|---|
| Base Price: | $40,484 | | |
| Options | | | |
| • Tow Haul Package (**53T**) | $919 | | |
| • Trailer Brake Controller 3.73 E-Lock | | | |
| • 5.0L V8 (**995**) | $2,130 | | |
| • Privacy Glass Rear Defroster (**924**) | $included in base price | | |
| • Floor mats | $included in base price | | |
| • Vinyl Floor | $standard | | |
| • Reverse Sensors | $standard | | |
| • Receiver Hitch and wiring harness | $standard | | |
| • Cruise Control | $standard | | |
| • Power Windows Locks Mirrors RKE | $standard | | |
| Total | $43,533 | @ 2 | $87,066 |

Additional Options to consider:

| | |
|---|---|
| • Spray in bed liner | $625 |
| • Remote Start | $499 |
| • Cab Steps (**18B**) | $228 |
| • LT265/70R17C AT Tires (**T7C**) | $451 |
| • Skid Plate (**413**) | $145 |
| • Backup Alarm (**85H**) | $210 |

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



BLUE SPRINGS
MISSOURI

# CITY COUNCIL INFORMATION FORM

**DATE SUBMITTED:** January 13, 2026

**ITEM TYPE:** Resolution

**SUBMITTED BY:** John Schwenk

**CONTRACT NUMBER:** N/A

**DEPARTMENT:** Information Technology

**STRATEGIC PLAN PRIORITY:** Organizational Health

## ITEM DESCRIPTION

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

## BACKGROUND

The City of Blue Springs must invest in Microsoft licenses every year as a subscription which cover user accounts for logging into desktops and laptops across the City. This ensures comprehensive endpoint security, email protection, and regulatory compliance. As municipalities are increasingly targeted by cyber threats like ransomware and phishing, these licenses, which include Microsoft Defender for Endpoint and Advanced Threat Protection (ATP), safeguard against malware and breaches. They also ensure compliance with regulations like NIST and CJIS, while providing centralized management for all devices. By bundling security, user account management, and email protection into one platform, the City enhances cost-effectiveness, reduces risks, and protects sensitive data, ensuring seamless service delivery and public trust.

## FINANCIAL IMPACT

| | |
|---|---|
| Contractor: | Logicalis, Inc. |
| Amount of Request/ Contract: | $ 95,000 |
| Amount Budgeted: | $ 95,000 |
| Budget Year: | FY 2025-26 |
| Funding Source/Account #: | 100-14000-530850 |
| Account Balance: | $167,472.90 Date: 1/16/2026 |

## PROJECT TIMELINE

| | |
|---|---|
| Estimated Start Date | January 30, 2026 |
| Estimated End Date | December 31, 2026 |
| Years and Months Contract in effect | 1 year |
| Number of times renewable | N/A |

## STAFF RECOMMENDATION

Staff recommends approval.

## OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: N/A

## LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with quote attached as Exhibit A.

## REVIEWED BY

**Requesting Director: John Schwenk** **Budget: Lori Turner**

**Administration: George Schmitz** **Legal: N/A**

**City Administrator: Christine Cates**

## SUPPORTING DOCUMENTS

| Document | Required | If not required, explain |
|---|---|---|
| Certificate of Insurance: | Yes | |
| E-Verify: | Yes | |
| Bond: | N/A | |
| IRS Form W-9 | Yes | Finance Review: January 16, 2026 |
| Bid/RFP/RFQ and Tabulation | No | |
| Bid Waiver: (less than three bids) | Yes | |
| Contractor address and email: | Yes | Mark Smalley Account Executive<br>CCIE 14638 Emeritus, CCNP,<br>CCDP m: +1.913.208.3307<br>1321 W. 13th St., Level 4/E,<br>Kansas City, MO 64102<br>Mark.Smalley@us.logicalis.com |
| Project Exemption Certificate needed: | No | |

Resolution No. 009-2026

**A RESOLUTION APPROVING THE PURCHASE OF ANNUAL MICROSOFT LICENSING FROM LOGICALIS, INC.**

WHEREAS, the City of Blue Springs utilizes Microsoft software and cloud services, including but not limited to Microsoft 365, security, collaboration, and productivity tools, to support day-to-day municipal operations; and;

WHEREAS, the City must renew and purchase annual Microsoft licensing to maintain continued access, security, compliance, and operational functionality across City departments; and

WHEREAS, the Information Technology Department has reviewed the City's licensing requirements and prepared specifications for the renewal and purchase of annual Microsoft licensing.

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 Logicalis, Inc., 1321 W. 13th Street, Level 4/E, Kansas City, MO 64102, Microsoft Licensing at an amount not to exceed $95,000.

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 2nd day of February 2026.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

EXHIBIT A

LOGICALIS
Architects of Change

| | | | |
|---|---|---|---|
| | | Quote Date: | 11/17/2025 |
| | | Quote Expires: | 11/30/2025 |
| Customer: | City of Blue Springs | | |
| Account Number: | A-13152 | Current Anniversary Date: | 11/30/2025 |
| Contract: | 1GPA Technology & Audio Visual Solutions - 22-02PV-12 | Renewal Anniversary Date: | 12/1/2026 |
| Account Executive: | Mark Smalley \| (913) 208-3307 \| Mark.Smalley@us.logicalis.com | Renewal Quotes will be refreshed in the renewal month to confirm pricing | |
| Microsoft Licensing Team: | Rebecca Darnell - CloudCentralis@us.logicalis.com | | |

**CSP - Cloud Solution Provider**

| Resource/Product Id | | | Item Name | Client Type | MSRP | Logicalis Pricing | Quantity | Total | Licenses Assigned |
|---|---|---|---|---|---|---|---|---|---|
| | | | ***NCE - Microsoft 365 / Online Service Products (12 Month Option)*** | | | | | | |
| | | | **Annual Billing (Base Products)** | | | | | | |
| CFQ7TTC0HL91 | 000C | P1Y | Microsoft 365 G5 GCC | Government | $ 684.00 | $ 626.00 | 3 | $ 1,878.00 | 1 |
| CFQ7TTC0J1Z9 | 7 | P1Y | Office 365 G1 GCC | Government | $ 120.00 | $ 109.82 | 40 | $ 4,392.80 | 32 |
| CFQ7TTC0J1Z4 | 3 | P1Y | Office 365 G3 GCC | Government | $ 276.00 | $ 252.60 | 205 | $ 51,783.00 | 193 |
| CFQ7TTC0LH0L | 000G | P1Y | Exchange Online Kiosk GCC | Government | $ 24.00 | $ 21.96 | 160 | $ 3,513.60 | 151 |
| CFQ7TTC0LGV0 | 11 | P1Y | Microsoft Defender for Endpoint GCC | Government | $ 62.40 | $ 57.11 | 300 | $ 17,133.00 | 1 |
| CFQ7TTC0LFK5 | 001K | P1Y | Microsoft Entra ID P2 for government | Government | $ 108.00 | $ 98.84 | 2 | $ 197.68 | 1 |
| CFQ7TTC0LSGZ | 000T | P1Y | Power Automate per user with attended RPA plan GCC | Government | $ 180.00 | $ 154.44 | 2 | $ 308.88 | 2 |
| CFQ7TTC0HL8W | 000M | P1Y | Power BI Premium Per User GCC | Government | $ 264.00 | $ 241.61 | 1 | $ 241.61 | 1 |
| | | | **Annual Billing (Add On Products)** | | | | | | |
| CFQ7TTC0LH04 | 000T | P1Y | Microsoft Defender for Office 365 (Plan 1) GCC | Government | $ 24.00 | $ 21.96 | 359 | $ 7,883.64 | - |
| | | | ***NCE - Audio Conferencing/Calling Plans/Meeting Rooms (12 Month Option)*** | | | | | | |
| | | | **Annual Billing** | | | | | | |
| CFQ7TTC0JXCZ | 000F | P1Y | Microsoft Teams Audio Conferencing with dial-out to USA/CAN GCC | Government | $ - | $ - | 10 | $ - | 6 |
| | | | ***NCE - CoPilot Products (12 Month Option)*** | | | | | | |
| | | | **Annual Billing** | | | | | | |
| CFQ7TTC0MM8R | 000R | P1Y | Microsoft 365 Copilot GCC for GCC | Government | $ 360.00 | $ 349.92 | 5 | $ 1,749.60 | 5 |
| | | | ***Support Products*** | | | | | | |
| | | | CSP Basic Support Services | | | | | Included in Product Pricing | |

**365 Product(s) 1 Year w/Annual Billing Total* $ 89,081.81**

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

BLUE SPRINGS
MISSOURI

# CITY COUNCIL INFORMATION FORM

**DATE SUBMITTED:** January 23, 2026

**ITEM TYPE:** Other

**SUBMITTED BY:** Erin Ford

**CONTRACT NUMBER:** N/A

**DEPARTMENT:** Administration

**STRATEGIC PLAN PRIORITY:** Community Identity

## ITEM DESCRIPTION

Pursuant to Blue Springs Home Rule Charter Section 4.4.C - Powers and Duties; Appointments: The Mayor, with the advice and consent of the majority of the Council, shall appoint all members of committees, boards, and commissions.

## BACKGROUND

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

Land Bank: Antoine Jennings, Term Expires May 2028, New Appointment

Park Commission: Kyle Legg, Term Expires May 2026, New Appointment

## FINANCIAL IMPACT

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

## PROJECT TIMELINE

| | |
|---|---|
| Estimated Start Date | February 2, 2026 |
| Estimated End Date | Varies based on appointment term |

## STAFF RECOMMENDATION

Staff recommends approval.

## OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: N/A

## LIST OF REFERENCE DOCUMENTS ATTACHED

1. N/A

## REVIEWED BY

**Requesting Director: Erin Ford**

**Legal: N/A**

**Administration: George Schmitz**

**City Administrator: Christine Cates**

**Budget: N/A**

BLUE SPRINGS
MISSOURI

# CITY COUNCIL INFORMATION FORM

**DATE SUBMITTED:** January 9, 2026

**ITEM TYPE:** Resolution

**SUBMITTED BY:** Nic Hutchison

**CONTRACT NUMBER:** 2026-020

**DEPARTMENT:** City Development

**STRATEGIC PLAN PRIORITY:** Balanced Growth

## ITEM DESCRIPTION

Approval of a professional services agreement with Olsson, Inc. for the preparation of the City of Blue Springs Comprehensive Plan Update, including public engagement, data analysis, policy development, implementation strategies, and final plan production.

## BACKGROUND

The City of Blue Springs is undertaking a Comprehensive Plan update to its long-range planning document to guide growth, development, infrastructure investment, and land use policy. The City's Strategic Plan 2025 – 2030 identified the update of the City's existing Comprehensive Plan as an objective under the Balanced Growth Strategic Priority area. The attached Scope of Services outlines a multi-phase planning process led by Olsson, Inc., including branding for the planning process, public engagement, existing conditions analysis, demographic and market analysis, fiscal and revenue modeling, visioning and charettes, policy framework, redevelopment concepts, plan development, implementation strategies, and adoption support.

The City Issued a Request For Proposals (RFP) for professional planning services seeking a qualified consultant team. City staff conducted a structured evaluation of the seven (7) proposals received, reviewing each submission based on the criteria outlined in the RFP, including project approach, relevant experience, team qualifications, public engagement strategies, implementation capabilities, and overall value to the City. Following the initial scoring, a shortlist of the top two (2) most qualified teams was invited to participate in interviews with a panel of City staff and elected officials.

Based on the evaluation of written proposals, interview performance, and overall alignment with the City's goals and expectations for the Comprehensive Plan Update, Olsson, Inc. Was selected as the top-ranking submission. The selection also reflects Olsson's demonstrated understanding of Blue Springs' planning context, emphasis on meaningful public engagement, data-driven analysis, and strong focus on actional implementation strategies.

The project will include extensive community engagement, City Leadership workshops, data-driven fiscal analysis, and the creation of a web-based implementation dashboard. This update will provide a modern planning framework aligned with community values, economic development goals, and fiscally responsible growth.

**FINANCIAL IMPACT**

| | |
|---|---|
| Contractor: | Olsson, Inc. |
| Amount of Request/ Contract: | $250,000 |
| Amount Budgeted: | $250,000 |
| Budget Year: | FY 2025-26 |
| Funding Source/Account #: | 310-12500-541100 CD-01<br>Reserve PO# 24-1010 |

| | |
|---|---|
| Account Balance: | $250,000 Date: 1/9/2026 |

## PROJECT TIMELINE

| | |
|---|---|
| Estimated Start Date | February 3, 2026 |
| Estimated End Date | February 28, 2027 |
| Years and Months Contract in effect | 1 Year and 1 month |
| Number of times renewable | 0 |

## STAFF RECOMMENDATION

Staff recommends approval.

## OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:

## LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with Contract attached as Exhibit 1.

## REVIEWED BY

**Requesting Director: Nic Hutchison**

**Legal: James Newell**

**Administration: George Schmitz**

**City Administrator: Christine Cates**

**Budget: Lori Turner**

## SUPPORTING DOCUMENTS

| Document | Required | If not required, explain |
|---|---|---|
| Certificate of Insurance: | Yes | |
| E-Verify: | Yes | |

| | | |
|---|---|---|
| Bond: | No | |
| IRS Form W-9 | No | Finance Review: January 15, 2026 |
| Bid/RFP/RFQ and Tabulation | Yes | |
| Bid Waiver: (less than three bids) | No | |
| Contractor address and email: | Yes | |
| Project Exemption Certificate needed: | No | |

Resolution No. 010-2026

**A RESOLUTION APPROVING A PROFESSIONAL SERVICES CONTRACT WITH OLSSON, INC. FOR THE CITY OF BLUE SPRINGS COMPREHENSIVE PLAN UPDATE**

WHEREAS, the City of Blue Springs desires to update its Comprehensive Plan to guide future growth, development, infrastructure investment, and land use policy; and

WHEREAS, the Blue Springs Strategic Plan 2025 – 2030 identified the update of the City's existing Comprehensive Plan as an objective under the Balanced Growth Strategic Priority area; and

WHEREAS, the City issued a Request For Proposals (RFP) and evaluated professional planning firms to provide comprehensive planning services; and

WHEREAS, the City has selected Olsson, Inc. as the most qualified firm to provide professional planning services for the Comprehensive Plan Update, including public engagement, demographic and market analysis, fiscal and revenue modeling, policy development, implementation strategies, and final plan preparation; and

WHEREAS, the proposed Scope of Services is attached with the contract as "Exhibit 1" and provides for a multi-phase planning process consistent with the City's long-range planning goals.

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 Olsson, Inc. for the Comprehensive Plan Update in the amount of $250,000. A copy of the proposed Contract is attached hereto as Exhibit "1" and is incorporated herein.

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 2nd day of February 2026.

CITY OF BLUE SPRINGS

ATTEST:

_____
Chris Lievsay, Mayor

_____
Erin Ford, City Clerk

EXHIBIT A

| EFFECTIVE DATE: February 3, 2026 | TERMINATION DATE: February 26, 2027 | CONTRACT NUMBER: **2026-020** |
|---|---|---|

| CITY | CONTRACTOR |
|---|---|
| **City of Blue Springs**<br>**903 West Main Street**<br>**Blue Springs, MO 64015** | **Olsson, Inc.**<br>**1814 Main Street**<br>**Kansas City, MO 64108** |
| Department: City Development | Attention: Abby Newsham |
| Phone: 816-622-4006 | Phone: 816-842-8844 |

## GOODS AND SERVICES CONTRACT

**THIS CONTRACT**, made and entered into this _____ day of _____, 2026, 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 $250,000.00 unless agreed to by City and Contractor in writing.

9. **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 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.

b. **Termination for Convenience.** The City shall have the right at any time by written notice to Contractor to terminate and cancel this Contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Further, all finished or unfinished deconstruction, reconstruction, new construction, repairs, materials, drawings, plans, specifications, and other documents as required of the Contractor under this Contract shall at the option of the City become its property. If City terminates this Contract, Contractor will 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. **Professional Liability.** Contractor agrees to maintain professional liability insurance in the amount of $1,000,000 per claim and in the aggregate during the term of this Contract.

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

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

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

d. 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.

e. Notwithstanding any provision to the contrary, in no event shall Contractor's aggregate liability for all damages connected with its services under the Contract be less than the actual damages incurred by City.

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 _____)

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

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. **No Waiver of Rights**: This Agreement does not waive any party's right to pursue litigation or other remedies available under applicable law. Any provision that purports to limit the right to initiate litigation in the State of Missouri shall be void and unenforceable, consistent with applicable statutory and case law.

28. **Arbitration Option**: The Parties may mutually agree, in writing, to submit specific disputes to arbitration. Any arbitration conducted under this Agreement must take place within the State of Missouri. Arbitration shall not be mandatory unless both Parties consent in writing after the dispute arises.

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

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

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

**OLSSON, INC.**

By: _____
Name: _____
Title: _____

**CITY OF BLUE SPRINGS, MISSOURI**

_____
Christine Cates, City Administrator

**APPROVED AS TO FORM**



_____
James Newell, City Attorney

| Exhibit 1 to Contract<br><br>Scope of Work | | |
|---|---|---|
| **Name of Contractor** | Olsson, Inc. | |
| **Scope of Work (Job Description)** | Approval of a profession services agreement with Olsson, Inc. for the preparation of the City of Blue Springs Comprehensive Plan Update, including public engagement, data analysis, policy development, implementation strategies, and final plan production.<br><br>All work shall be performed in accordance with Contractor's Letter Agreement, Scope of Services, and General Provisions dated January 10, 2026 attached hereto and incorporated herein as Attachment A. | |
| **Start Date** | February 3, 2026 | |
| **Interim Deadlines (if applicable)** | **Date** | **Phase of Project to Be Completed** |
| | | |
| **Final Completion Deadline** | February 26, 2027 | |
| **Reimbursable Expenses** | ☒ None ☐ Travel, Lodging, Meals, Phone Calls, Copying, Postage | |
| **Maximum Payment** | $250,000.00 | Maximum payment for services rendered |
| | $ | Maximum amount of expenses to be reimbursed |
| | $250,000.00 | Total maximum amount to be paid to Contractor |
| **Method of Payment** | ☒ Lump Sum of Entire Amount Upon Satisfactory Completion of Project<br><br>☐ Monthly Payments Based on Rate of $ Per Hour<br><br>☐ Incremental Payments as Follows:<br><br>☐ % retainage held until completion of project. | |

ATTACHMENT A

# LETTER AGREEMENT
# FOR PROFESSIONAL SERVICES

February 2nd, 2026

City of Blue Springs, Missouri
Attn: Nic Hutchison, AICP
903 W. Main Street
Blue Springs, MO 64015

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Blue Springs, Missouri Comprehensive Plan (the "Project")
Blue Springs, Missouri

Dear Mr. Hutchison:

It is our understanding that the City of Blue Springs, Missouri ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, any exhibits attached hereto and Olsson's General Provisions (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed any exhibits attached hereto and the General Provisions, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the Client services for the Project as more specifically described in the Scope of Services attached hereto. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval outlining the additional changes.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

**SCHEDULE FOR OLSSON'S SERVICES**

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: February 2, 2026
Anticipated Completion Date: February 28, 2027

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

If Anticipated Start Date and Completion Dates are not provided, Olsson shall work to follow a mutually agreed upon schedule at project commencement. Olsson's schedule shall not begin until Olsson has received a signed Proposal from Client and enough information to begin work.

**COMPENSATION**
The Client shall pay to Olsson for the performance of the Scope of Services a lump sum of two hundred fifty thousand dollars and zero cents ($250,000.00). Olsson's reimbursable expenses for this project are included in the lump sum. Olsson shall submit invoices on a monthly basis for work completed within the invoice period and payment is due within 30 calendar days of invoice date.

**TERMS AND CONDITIONS OF SERVICE**

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Nic Hutchison, Interim Director of City Development.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

**OLSSON, INC.**

By  By 

Taylor Plummer, AICP Shelby Ferguson

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

**CITY OF BLUE SPRINGS, MISSOURI**

By _____
Signature

Print Name: Nic Hutchison, AICP

Title: Interim Director of City Development Dated _____

Attachments
Scope of Services
E-Verify Memorandum of Understanding
MOU Signature Page
General Provisions

## EXHIBIT A – SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Consultant Agreement dated February 2, 2026, between the City of Blue Springs, Missouri ("City") and Olsson, Inc. ("Olsson") for professional services. Olsson's Scope of Services for the Agreement is indicated below.

### PROJECT DESCRIPTION AND LOCATION

Project is located at: Blue Springs, Missouri

Project Description: Comprehensive Plan Update

### Phase 1 – Initiate

**Engagement 1A. Core Team Kickoff Meeting.** To initiate the Project, the Olsson Team shall coordinate and attend one (1) in-person Project kickoff meeting with the Blue Springs Core Team (CT) to define expectations and clarify Project goals. Prior to the kickoff Meeting, Olsson shall invite the Core Team to the Project's Smartsheet online dashboard, where the Work Plan will be hosted and updated throughout the process, including a detailed scope and schedule. During the kickoff meeting, the Olsson Team will discuss branding materials, including potential themes, color schemes, and overall brand direction. Following the Kickoff Meeting, the City shall define the following: Makeup of the Technical Committee (TC), any desired Stakeholder Committee (SC) members in addition to those who sign up voluntarily, proposed interviews and focus groups, and GIS data.

**Engagement 1B. Ongoing Project Management Meetings.** The Olsson Team will conduct up to twelve (12) virtual progress meetings (monthly) for the duration of the Project with the Olsson Team, Blue Springs Core Team, and additional representatives as needed. Meetings will review Project progress, coordinate important milestones, and provide insight and discussion on Project development.

**Deliverable 1A. Branding Plan**. Following the kickoff meeting, the Olsson Team shall coordinate with city staff to deliver a draft Branding Plan to the City, consisting of up to two (2) logo options, two (2) color schemes, two (2) font packages, and two (2) project taglines within 10 business days after the kickoff meeting. The Olsson Team will make one (1) set of revisions to finalize the Project's Branding Plan within 10 business days after receiving comments from the City.

**Deliverable 1B. Public Participation Plan (PPP).** The Olsson Team shall deliver a PPP consisting of outreach tools, communication strategies, and timing of activities recommended with the purpose of engaging the public for the duration of the Project. Options will be discussed during the kickoff meeting and the PPP will be delivered to the City following the kickoff meeting. Specifically, the PPP will include:

- The platform to be utilized for the Project Website
- The platform to utilize for the Community Questionnaire
- The targeted timing of public engagement events and activities, including pop-up events

- The targeted timing of public communications, including press releases
- The targeted timing of the Visioning Workshop and Planning and Design Charrette
- Any strategies to be utilized to incentivize engagement, such as gift cards from local businesses; he City shall provide feedback on the manner in which the City would like to incentivize public engagement.

**Deliverable 1C. Project Website.** The Olsson Team will prepare a dedicated Project Website for Project information, integrating the Project name, color scheme, fonts, logos, and tagline as defined by the Branding Plan. The website will serve as an online hub for interested participants to view, provide feedback on, and learn how to get involved in the planning process. The Olsson Team will maintain website operations, updates, monitoring, and maintenance throughout the planning process.

- *Optional Launch Video.* If desired by the City, a video (one minute or less) featuring a city official may be posted on the project website or webpage and shared via social media. This video would integrate the project brand, portray liveliness and excitement, and encourage Blue Springs residents to get involved in the planning process and make their opinions known.

**Engagement 1C. City Leadership Visioning Session.** Once the Project brand and PPP are finalized, Olsson shall facilitate a kickoff session with elected and appointed representatives of Blue Springs, specifically including the Mayor, City Council, and Planning Commission. Olsson will provide a brief presentation informing attendees about the planning process and conduct a series of interactive activities to establish an initial understanding of the group's main priorities, concerns, and ultimate goals for the Project. This session is recommended to be 2-4 hours, depending on availability of participants.

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OVERVIEW OF DELIVERABLES & ENGAGEMENT

**Deliverables**

- Deliverable 1A. Branding Plan
- Deliverable 1B. Public Participation Plan
- Deliverable 1C. Project Website

**Meetings and Engagement**

- Engagement 1A. Core Team Kickoff Meeting
- Engagement 1B. Ongoing Project Management Meetings
- Engagement 1C. City Leadership Visioning Session

**City Responsibilities**

City shall be responsible for facilitating and finalizing the formation, recruitment, and management of all TEAMS including the Blue Springs Core Team, Stakeholder Committee ("SC") and Technical Committee ("TC"). The City shall communicate Project information to the broader public, as needed. SC shall include key property owners, business owners, youth, and residents that represent a broad spectrum of community interests. The ideal size for SC is a minimum of 30 to 50 people but can be as many as 100 depending on meeting space capacity. Special effort will be made by the City to ensure varied representation (in age, interests, community geographic area, background,

race, etc.) on the SC. TC shall include City staff members and representatives from various agencies and departments.

Following Project kickoff, the City shall provide the Olsson Team with existing conditions data, including:

- Geographic information system (GIS) data, as available, including: parcels, City boundary, aerial Imagery, urban growth boundaries and/or management areas, existing and future land uses, zoning, special use districts, overlay zones, public facilities, utility infrastructure, street centerlines, transit routes/stops, bicycle lanes, sidewalks, trails, roadways, street classifications/typology, parks, edge of pavement, public right-of-way, parking lots, building footprints, et cetera
- Additional GIS data from alternative sources (floodplain, waterbodies, wetlands, tree masses, critical habitat areas, open space, etc.)
- Available economic development and demographic data
- The Olsson Team shall supplement available GIS data from City with local, regional, and national data sources. Physical data will be mapped to analyze City in its existing state. Demographic and economic data will be analyzed and charted.

## Phase 2 – Discover

**Engagement 2A. Site Visit.** The Olsson Team shall conduct a joint site visit with members of City staff to tour the City and gather a photographic inventory of the City to document the quality and conditions of the built environment, development patterns, traffic and parking patterns, housing, open spaces, aesthetics, and overall character. These photographs will be utilized throughout the planning process, including the final Comprehensive Plan (Plan) document.

**Engagement 2B. Elected Officials Interviews (Virtual).** The Olsson Team shall conduct a series of one-on-one 45-minute virtual interviews with the Mayor and each City Council member, for a total of ten (10) interviews, to identify specific concerns and ideas. The feedback from these interviews will be provided as an anonymized executive summary.

**Engagement 2C. Stakeholder Interviews and Focus Groups.** The Olsson Team shall conduct up to ten (10) virtual 45-minute interviews and/or one-hour focus groups with key stakeholders determined by the City to have critical insight and feedback for the Project. These stakeholders should be those who may not be as likely to participate in a public setting, including attending a workshop or charrette, but are critical to being involved and delving deeper into topics that are important to the Plan. The feedback from these interviews will be provided as an anonymized executive summary.

**Engagement 2D. City of Blue Springs Departmental Interviews.** The Olsson Team will conduct up to five (5) one-hour interviews and/or focus groups with municipal department leadership and staff members to understand the current responsibilities and capacity levels of the City about elements related to the Plan. These interviews will inform the team about existing city programs and initiatives and provide context for what may be needed to support critical implementation steps following the Plan's adoption.

**Deliverable 2A. Existing Conditions Assessment.** The Olsson Team will assess existing conditions for the City, including a review of strategic priorities and additional

relevant plan documents. This analysis will be organized into the final Plan as an appendix.

- *Land Use and Place Types.* This task shall utilize geospatial data to identify the community's "character areas" or "place types," defined by land use, development form and orientation, housing types, and street network patterns. This assessment will also identify underutilized properties such as vacant lots and buildings, underutilized parking lots, and other known potential sites of reinvestment within City limits. Available GIS data will be supplemented with relevant national and regional information about land use trends informed by the findings of the Market Analysis and Foundational Revenue Analysis.
- *Transportation Network and Facilities.* The Olsson Team shall document the community's existing multimodal transportation network, including streets and roadways, sidewalks, trails, bikeways, and transit. This assessment will also incorporate any planned facilities related to transportation networks. The team will share findings through illustrative mapping, data infographics, and supplemental research to establish a clear snapshot of how Blue Springs residents, employees, and visitors move around the City.
- *Sustainability and Resilience.* This assessment will begin with a comprehensive review of the City's environmental assets, vulnerabilities, and current policies. The Olsson Team shall assess the role of land use patterns, green infrastructure, impervious surface coverage, and native vegetation on the City's ecological footprint. Where data is available, environmental hazards such as flooding, heat islands, and stormwater runoff will be documented.
- *Infrastructure.* This analysis will evaluate available information regarding the current condition and capacity of Blue Springs' core systems, including water, sanitary sewer, stormwater, and transportation networks. The team will review existing plans and capital improvement programs to understand recent investments and planned upgrades. The Olsson Team will coordinate as needed with City staff and utility providers to supplement available data.

**Deliverable 2B. Demographic, Economic, and Market Analysis.** To accurately assess Blue Springs' development potential, the Olsson Team will prepare a demographic, economic, and market analysis. This analysis will evaluate the city's capacity to support future development and redevelopment across various land use types and identify prospective greenfield and/or infill development sites. The analysis will consider Blue Springs' role within the region and examine how regional dynamics influence local planning. Demographic and economic indicators, such as population growth, household composition, age distribution, income levels, educational attainment, and employment trends, will be evaluated and compared with those of surrounding communities.

**Deliverable 2C. Housing Portfolio Analysis.** The housing market has undergone significant changes nationwide in recent years. The Olsson Team will analyze the housing market to reflect current conditions and identify opportunities for housing development and reinvestment. This analysis will provide a snapshot of the current for-sale and rental housing markets, offer best practices for addressing affordability and supporting age-in-place housing types, and identify prospective residential greenfield and/or infill development sites.

**Deliverable 2D. Foundational Revenue Analysis.** This task will analyze the fiscal performance of land uses in Blue Springs using parcel-level property and sales tax data. The analysis will normalize tax values on a per-acre basis and produce visualizations that illustrate the economic productivity of different development patterns.

- **Data Collection and Preparation.** The team will obtain property assessment and parcel data from city departments and the Jackson County Assessor, along with geospatially related sales tax data from relevant departments. All data will be organized, cleaned, and standardized to ensure comparability across revenue streams. During this process, anomalies in parcel records, such as acreage discrepancies or misallocated tax values, will be identified and corrected to maintain accuracy.
- **Data Processing and Modeling.** Parcel data will be cataloged and processed to include ownership details, tax values, exemptions, and building information. County tax millage rates will be applied to calculate actual tax contributions for each parcel. Tax values will then be normalized on a per-acre basis to enable meaningful comparative analysis across different land uses.
- **Visualization and Analysis.** Using ESRI ArcPro, the team will create 2D and 3D visualizations that illustrate land value, tax value, and value-per-acre trends. These visualizations will display the economic productivity of land uses based on property value and sales tax revenue, while highlighting market variability, inequitable tax valuations, and fiscal efficiency across development types.
- **Comparative Evaluation.** The analysis will include an assessment of taxable versus non-taxable land within Blue Springs and a comparison of economic productivity across various built typologies, such as residential, commercial, and mixed-use developments. Additionally, the study will evaluate the economic performance of the downtown area relative to other parts of the City.
- **Reporting and Storyboarding.** Findings will be summarized in a comprehensive report featuring graphics and visualizations. The report will provide an overview of statewide and local tax systems, as well as the City's primary operating fund budget. A narrative will be developed to illustrate the long-term fiscal impacts of different development patterns, offering insights to guide future policy and planning decisions.
- **Tutorials and Presentations.** The results of the Foundational Revenue Analysis will be delivered in a format determined by the City. The team will provide up to four (4) virtual tutorial or presentation sessions, or one (1) in-person visit to Blue Springs to conduct up to four (4) presentations or workshops. Audience selection will be guided by the City and may include the chamber of commerce, neighborhood leaders, City leadership, City staff, or the general public. The team is also available to facilitate workshops with staff and/or Planning Commissioners to support deeper understanding and application of the analysis.

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OVERVIEW OF DELIVERABLES & ENGAGEMENT

**Deliverables**

- Deliverable 2A. Existing Conditions Assessment (includes plan reviews)
- Deliverable 2B. Demographic, Economic, and Market Analysis
- Deliverable 2C. Housing Portfolio Analysis
- Deliverable 2D. Foundational Revenue Analysis

**Meetings and Engagement**

- Engagement 2A. Site Visit
- Engagement 2B. Elected Officials Interviews
- Engagement 2C. Stakeholder Interviews and Focus Groups
- Engagement 2D. City of Blue Springs Departmental Interviews

**City Responsibilities**

The City shall provide data for the preparation of associated base maps and GIS files to be referenced throughout the planning process. The Olsson Team will create preliminary base maps prior to initiating TEAMs, including TC, SG, and public meetings, and commencement of needs assessment. Maps will be City-reviewed to confirm preferred study area boundaries. Adjustments to study area boundaries will require agreement between the City and the Olsson Team. Base maps will encompass a combination of aerial and figure/ground elements, accompanied by relevant roadway and geographic references, as required.

## Phase 3 – Envision

**Deliverable 3A. Marketing and Outreach Materials.**

- **Physical Outreach Materials.** The Olsson Team will design and print physical outreach materials for use at pop-ups and for the City to distribute. These will come in the form of postcard-sized handouts and table tents and are intended to direct people to the project website and inform community members about the project. Olsson shall coordinate printing and delivery of materials to City Hall.

- **Digital Marketing Campaign.** The Olsson Team will coordinate with City for content and timing of up to eight (8) digital marketing pushes throughout the Project planning process and will draft language for multiple platforms, including social media, newsletters, utility bill statements, and other platforms determined within the PPP.
    - *Olsson Responsibilities.* The Olsson Team will coordinate with City for content and timing of website and social media posts, and will provide the City with recommended strategies for improving reach of digital marketing, including use of social media advertisements, Facebook events, and direct distribution methods. Olsson shall be responsible for sending informational emails regarding upcoming events and timely announcements to subscribers of the project website, the SC/TC, and City Leadership, unless otherwise directed by the City.
    - *City Responsibilities.* The City shall utilize their existing social media platforms and website to encourage engagement in planning process, and is responsible for distributing press releases to local media outlets. The City is responsible for posting Project-related content at City's website and posting on official social media accounts. The City is responsible for printing mailers and purchasing postage, if deemed necessary.

**Deliverable 3B. Online Community Questionnaire.** The Olsson Team shall prepare an online Community Questionnaire to generate feedback from the community via SurveyMonkey, Social Pinpoint, or the City's preferred online surveying tool determined

within the PPP. The intent of the Community Questionnaire is to provide an anonymous way for the public and stakeholders to provide honest feedback on a range of topics. The Olsson Team will coordinate with the City to ensure the Community Questionnaire is marketed using the City's social media platforms in addition to providing access through the Project Website.

**Deliverable 3C. Community Discussions Starters (Web-Based Issue Papers).** The Blue Springs Core Team will utilize the existing conditions data and initial insights to identify key topics of interest that will be relevant to engage and educate the TC, SC, and broader public. These topic areas will be formatted into up to four (4) Community Discussion Starters that will be concise, informative, and framed to promote curiosity about emerging trends and topics relevant to Blue Springs's future. These reports will also draw upon relevant case studies to illustrate examples from peer communities as necessary. These reports will be integrated into the Project Website.

**Deliverable 3D. Summary of Engagement Findings.** The Olsson Team shall document all engagement activities for the City and prepare a summary of findings to incorporate into the final Plan.

**Engagement 3A. Pop-up Events.** The Olsson Team will attend up to three (3) pop-up events for the Project prior to the Planning and Design Charrette. Events will be determined by the City and documented within the Public Participation Plan during the Initiate phase of the Project. Pop-up events will focus on bringing awareness to the planning process, encouraging participants to participate in the Community Questionnaire, and upcoming Project schedule and events. The Olsson Team will distribute marketing materials at the event, and will provide materials for engagement activities as necessary. A representative of the Olsson Team will attend the event, and the City is responsible for staffing additional City representatives.

**Engagement 3B. Visioning Workshop.** The Olsson Team will facilitate a Visioning Workshop as the formal kickoff event for members of the SC and TC. This workshop will feature interactive exercises designed to capture participants' needs, priorities, and aspirations for Blue Springs. Attendees will also receive an overview of the planning process, including initial findings from prior research and engagement with City leadership. Discussion topics will include: What is currently working well and what is not; Community needs, wants, and long-term goals; and perceived barriers, obstacles, and concerns.

**Engagement 3C. Public Open House #1 (In-Person and Virtual).** Following the SC and TC Visioning Workshop, a Public Open House will be held to additional invite community feedback. Community members will have the opportunity to review the work completed by the SC and TC, provide additional input, and engage directly with the Blue Springs Core Team members and ask questions about the planning process. The Public Open House will be held in the same facility as the Visioning Workshop, subject to size and availability. The Olsson Team will coordinate with the City regarding space requirements; however, facility reservations and associated costs are the City's responsibility. To broaden engagement, the Olsson Team will also develop a Virtual Public Open House #1, launched via the Project Website after the in-person event. This online platform will include all workshop and open house materials, as well as opportunities for public comment. Following the Visioning Workshop, the Olsson Team will prepare an initial framework for the community's vision and guiding principles, which will be refined during the Planning and Design Charrette.

**Engagement 3D. Planning and Design Charrette.** The Olsson Team will conduct a two (2) day, in-person Planning and Design Charrette. The Olsson Team will use prepared imagery, graphics, analysis mapping, and preliminary planning concepts to spark discussions and gather feedback. The exhibits and conversations are topical, including land use, mobility, economic development, development/redevelopment, parks and recreation, sustainable growth, aesthetics, and character, and more, to ensure feedback is valuable and applicable.

*Day 1* will begin with Session #1, an interactive three-hour work session with City Leadership, the SC, and the TC. The second part of Day 1 will include a follow-up meeting with the Blue Springs Core Team, and "closed studio" working time for the Olsson Team to develop draft materials for Day 2 review. This event will be structured to validate the drafted Vision and Guiding Principles and determine major goals for the community moving forward. This charrette will explore key topics for the community, including land use, mobility, economic development, development/redevelopment, parks and recreation, sustainable growth, aesthetics, and character. The charrette will be structured to generate creative ideas for the future of the city. The following materials will be created in real time during the two-day charrette and made available for review by the public on Day 2:

- The Olsson Team will prepare hand-drawn draft Place Type maps using feedback from Day 1 that will reviewed by the public.
- The Olsson Team will prepare up to three (3) conceptual site plans for key areas of interest to be determined prior to the charrette, if desired by the City. These site plans would illustrate options for future development in alignment with ideas generated by initial sessions with the TC and SC, and in alignment with the insights generated from the existing conditions report and analysis outlined in Phase 2.

*Day 2* will consist of "closed studio" working time for the Olsson Team and City in preparation for a follow up work session with the SC and TC in the early afternoon. Session #1 will take place in the afternoon, inviting back participants of Session #1 to review and provide feedback on initial recommendations, illustrations, and ideas drafted by the Olsson team.

**Engagement 3E. Public Open House #2 (In-Person and Virtual).** On the evening of Day #2 of the Planning and Design Charrette, a Public Open House will be held to invite community members to view progress from the charrette and share feedback. The Olsson Team will also develop a virtual Public Open House #1 that will launch via the Project Website after the charrette, including all materials and feedback developed at the in-person open house, and opportunities for members of the public to comment on all materials. The Olsson Team shall evaluate preferred concepts generated in the charrette, align with goals and objectives identified in the visioning workshop, and further develop concepts.

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OVERVIEW OF DELIVERABLES & ENGAGEMENT

**Deliverables**

- Deliverable 3A. Marketing and Outreach Materials
- Deliverable 3B. Online Community Questionnaire

- Deliverable 3C. Community Discussions Starters (Web-Based Issue Papers)
- Deliverable 3D. Summary of Engagement Findings

**Meetings and Engagement**

- Engagement 3A. Pop-up Events (3)
- Engagement 3B. Visioning Workshop
- Engagement 3C. Public Open House #1 (In-Person and Virtual)
- Engagement 3D. Planning and Design Charrette
- Engagement 3E. Public Open House #2 (In-Person and Virtual)

**City Responsibilities.** City shall provide meeting space and pay required reservation fees for the Visioning Workshop, Planning and Design Charrette, and associated Public Open Houses. Public open houses should be conducted in the same facility as the associated workshop/charrette, depending on size, availability, and accommodation. Space requirements include:

- Room shall accommodate at least 60 people
- Ample blank wall space (no windows preferred)
- Walls without art and other attached materials
- Walls that painters' tape may be affixed to
- Layout tables that can be moved into various arrangements
- Chairs for tables
- Electrical outlets
- Wi-Fi
- Secured at night so all materials can be left out on walls and tables
- Allow the Olsson Team access from, at a minimum, 7:00 AM to 8:00 PM
- No other events scheduled to use space during the workshop at any time, day or night

## Phase 4 – Draft and Refine

**Deliverable 4A. Vision Statement and Guiding Principles.** Based on feedback derived from the Planning and Design Charrette, the overarching Vision and Guiding Principles for Blue Springs will be refined and finalized. This will become the basis of recommendations via the frameworks, goals, and strategies outlined in the Draft Plan.

**Deliverable 4B. Citywide Policy Frameworks.** The Olsson Team shall draft and deliver a set of findings and recommendations, incorporating concepts, designs, ideas, and insights developed during engagement events. Policy Frameworks will be developed and delivered in the form of policy maps, high-level goals, and specific objectives and strategies.

- Growth Management: an approach to how the City will encourage and support growth throughout the City, identifying levels of anticipated change, including greenfield development, annexation, infill and redevelopment, revitalization, maintenance, and preservation. These insights will inform a citywide approach to infill and redevelopment, paired with a pragmatic annexation strategy that aligns with community values rather than external growth pressures. A comprehensive Growth Management Strategy will evaluate annexation potential, infrastructure needs, and service delivery impacts.

- Future Land Use: a strategic, integrated approach to future development, emphasizing placemaking, fiscally responsible growth, and context-sensitive design. Community feedback will be translated into a system of Place Types, both existing and envisioned, which will guide policy recommendations across several areas. This section will include the Future Land Use Map, visualizing anticipated land use patterns and contexts, as well as provide guidance around key issues like housing attainability, adaptive reuse, urban design, and zoning.
- Transportation and Infrastructure: a cohesive strategy for multimodal transportation and public space improvements, including short-term, high-impact enhancements and long-term needs. The Street Typology Framework will guide future investment in mobility infrastructure, integrating conventional roadway classifications with place-based street designs. These typologies will emphasize pedestrian safety, placemaking, environmental integration, and fiscal sustainability. Infrastructure planning will identify expansion needs and prioritize strategic investments, including technological upgrades, to accommodate population growth. The framework will also consider future trends in mobility and evolving transportation behaviors, ensuring that infrastructure supports both functional movement and community identity.

**Deliverable 4C. Development and Redevelopment Concepts.** Conceptual plans developed during the Planning and Design Charrette will be translated into fiscal impact models, comparing current and projected tax value per acre and identifying necessary infrastructure improvements. The plan will incorporate smart growth principles and leverage the Foundational Revenue Analysis to assess redevelopment feasibility and fiscal outcomes.

**Deliverable 4D. Plan Development.** Following the validation of the Deliverable 4A, 4B, and 4C by the City, the Olsson Team will consolidate materials into a drafted Plan and executive summary in Microsoft Word format.

**Engagement 4A. Draft Plan Work Session.** The Olsson Team will host one in-person meeting with the TC to discuss and refine Plan recommendations. City will provide a single set of comments in PDF or Microsoft Word format from TC. Olsson will review comments and coordinate with the City to address any requested changes to the draft Plan.

**Engagement 4B. City Leadership Work Session.** The Olsson Team will conduct one in-person work session and/or presentations with City Leadership to further explore key issues or concerns that must be addressed during the Plan Development and Plan Refinement processes.

**Deliverable 4E. Plan Refinement.** Following edits made following the work sessions with the TC and Leadership, the City shall distribute the draft plan for review and comment by the Blue Springs Core Team, TC, SC, and City Leadership.

**Deliverable 4F. Final Draft Plan (Public Review).** The Olsson Team will work with the City to address comments and create a Final Draft Plan for review by the general public. This document will be illustrative, including annotated plan graphics and photographic imagery. The Olsson Team shall host an online public review period using Konveio, for a period not to exceed three (3) weeks. The Olsson Team will coordinate with the City to

ensure that all comments or concerns provided during this period are noted and reported in the final Plan.

**Engagement 4C. Public Open House #3 (In-Person and Virtual).** The third Public Open House will enable the community to review and provide feedback on the drafted recommendations. To support virtual review and comment, the draft plan document will be uploaded to Konveio.

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OVERVIEW OF DELIVERABLES & ENGAGEMENT

**Deliverables**

- Deliverable 4A. Vision Statement and Guiding Principles
- Deliverable 4B. Citywide Policy Frameworks
- Deliverable 4C. Development and Redevelopment Concepts
- Deliverable 4D. Plan Development
- Deliverable 4D. Plan Refinement
- Deliverable 4E. Final Draft Plan (Public Review)

**Meetings and Engagement**

- Engagement 4A. Draft Plan Work Session
- Engagement 4B. City Leadership Work Session
- Engagement 4C. Public Open House #3 (In-Person and Virtual)

**City Responsibilities**

- Review of deliverables and submission of requested edits to the Olsson Team.

## Phase 5 – Implement and Sustain

**Deliverable 5A. Implementation Action Plan.** Olsson will prepare an Implementation Action Plan in the form of a structured matrix. The matrix will list implementation strategies and actions aligned with the policies, goals, frameworks, and objectives established during the planning process. Each action item will be categorized by responsible city department, partner organization, funding source, implementation timeline (short-term, mid-term, long-term), and other relevant categories identified during the process.

**Deliverable 5B. Final Comprehensive Plan.** Olsson will compile the final Comprehensive Plan, incorporating the approved Implementation Action Plan and all interim deliverables. The consolidated report will include an executive summary, supporting visuals, and appendices. Olsson will submit the draft final plan to the City for review and approval prior to public release. Following approval, the Plan will be posted online for a two-week public review period to collect any comments and feedback.

**Deliverable 5C. Web-Based Plan and Implementation Dashboard.** Olsson will collaborate with the City to select a platform for hosting the web-based Comprehensive Plan and implementation dashboard. The platform will be ADA-compliant and designed for ease of use. Potential platforms include Issuu, StoryMaps, or Konveio's Plan Hub. The dashboard may include:

- Interactive maps, embedded media, and searchable content
- Mobile-friendly design and integration with engagement tools

- A sortable database of adopted actions, filterable by topic, responsible party, timeline, and status

The dashboard will link directly to the Implementation Matrix and provide real-time updates on action steps. Tiered access options will be available for internal and public users to support transparency and accountability.

**Deliverable 5D. Digital Comprehensive Plan Maps – GIS format.** Olsson will provide the City with a completed set of files of all Comprehensive Plan Maps in GIS format used during the development process and to be used for future continuous implementation.

**Engagement 5A. Adoption Process.** The Olsson Team will support City's efforts to obtain endorsement of final Comprehensive Plan by attending required adoption hearings and meetings and providing and delivering a presentation for the final Comprehensive Plan to the Planning Commission and City Council. The Olsson Team may participate virtually or in-person, as determined by the City.

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OVERVIEW OF DELIVERABLES & ENGAGEMENT

**Deliverables**

- Deliverable 5A. Implementation Action Plan
- Deliverable 5B. Final Comprehensive Plan
- Deliverable 5C. Web-Based Plan and Implementation Dashboard
- Deliverable 5D. Digital Comprehensive Plan Maps – GIS format

**Meetings and Engagement**

- Engagement 5A. Adoption Process

**City Responsibilities**

- Review of deliverables and submission of requested edits to the Olsson Team
- Ongoing subscription costs associated with the online Plan and implementation dashboard

**Project Closeout**

The Olsson Team will provide electronic versions of original files related to the Plan, including maps and data. Final Plan document will be provided in a digital format suitable for print and electronic distribution.

**Company ID Number:** 1365251

# THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR WEB SERVICES EMPLOYERS

## ARTICLE I PURPOSE AND AUTHORITY

The parties to this Agreement are the Department of Homeland Security (DHS) and Olsson (Web Services Employer). The purpose of this agreement is to set forth terms and conditions which the Web Services Employer will follow while participating in E-Verify.

A Web Services Employer is an Employer who verifies employment authorization for its newly hired employees using a Web Services interface.

E-Verify is a program that electronically confirms a newly hired employee's authorization to work in the United States after completion of the Form I-9, Employment Eligibility Verification (Form I-9). This MOU explains certain features of the E-Verify program and describes specific responsibilities of the Web Services Employer, DHS, and the Social Security Administration (SSA).

For purposes of this MOU, the "E-Verify browser" refers to the website that provides direct access to the E-Verify system: https://E-Verify.uscis.gov/emp/. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

Before accessing E-Verify using Web Services access, the Web Services Employer must meet certain technical requirements. This will require the investment of significant amounts of resources and time. If the Web Services Employer is required to use E-Verify prior to completion and acceptance of its Web Services interface, then it must use the E-Verify browser until it is able to use its Web Services interface. The Web Services Employer must also maintain ongoing technical compatibility with E-Verify.

DHS accepts no liability relating to the Web Services Employer's development or maintenance of any Web Services access system.

**Company ID Number:** 1365251

## ARTICLE II
## RESPONSIBILITIES

### A. RESPONSIBILITIES OF THE WEB SERVICES EMPLOYER

1. By enrolling in E-Verify and signing the applicable MOU, the Web Services Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations, and DHS policies and procedures relating to the use of E-Verify.

2. The Web Services Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

3. The Web Services Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Web Services Employer representatives to be contacted about E-Verify. The Web Services Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

4. The Web Services Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Web Services Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

5. The Web Services Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Web Services Employer will ensure that outdated manuals are promptly replaced with the new version of the E-Verify User Manual when it becomes available.

6. The Web Services Employer agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.

7. The Web Services Employer agrees that any of its representatives who will create E-Verify cases will complete the E-Verify Tutorial before creating any cases.

   a. The Web Services Employer agrees that all of its representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E- Verify as required by the E-Verify rules and regulations as modified from time to time.

9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.

10. The Web Services Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Web Services Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Web Services Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Web Services Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Web Services Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

**Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

11. The Web Services Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

12. The Web Services Employer agrees that, although it participates in E-Verify, the Web Services Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to a Web Services Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When a Web Services Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, it establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Web Services Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Web Services Employer must notify DHS and the Web Services Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Web Services Employer continues to employ an employee after receiving a final nonconfirmation, then the Web Services Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

13. The Web Services Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three day time period is not extended. In such a case, the Web Services Employer must use the E-Verify browser during the outage.

14. The Web Services Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

15. The Web Services Employer must use E-Verify for all new employees. The Web Services Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

16. The Web Services Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Web Services Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Web Services Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Web Services Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Web Services Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

17. The Web Services Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Web Services Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending

work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Web Services Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

18. The Web Services Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Web Services Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Web Services Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Web Services Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Web Services Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Web Services Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

19. The Web Services Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Web Services Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Web Services Employer who are authorized to perform the Web Services Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

20. The Web Services Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

21. The Web Services Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

22. The Web Services Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

a. The Web Services Employer agrees to cooperate with DHS if DHS requests information about the Web Services Employer's interface, including requests by DHS to view the actual interface operated by the Web Services Employer as well as related business documents. The Web Services Employer agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.

23. The Web Services Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

24. The Web Services Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

25. The Web Services Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

26. The Web Services Employer agrees to complete its Web Services interface no later than six months after the date the Web Services Employer signs this MOU. E-Verify considers the interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.

27. The Web Services Employer agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services Employers should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.

28. The Web Services Employer agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation

to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services Employer understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services Employer's agreement and access.

29. The Web Services Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## B. EMPLOYERS THAT ARE FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

NOTE: If you do not have any Federal contracts at this time, this section does not apply to your company. In the future, if you are awarded a Federal contract that contains the FAR E-Verify clause, then you must comply with each provision in this Section. See 48 C.F.R. 52.222.54 for the text of the FAR E-Verify clause and the E-Verify Supplemental Guide for Federal Contractors for complete information.

1. If the Web Services Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Web Services Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Web Services Employer, the Employer may not create a second case for the employee through E-Verify.

   a. A Web Services Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Web Services Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Web Services Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Web Services Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

   b. Web Services Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Web Services Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Web Services Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires

of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. A Web Services Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Web Services Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Web Services Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Web Services Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Web Services Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Web Services Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Web Services Employer shall complete a new Form I-9 consistent with Article II.A.10 or update the previous Form I-9 to provide the necessary information if:

i. The Web Services Employer cannot determine that Form I-9 complies with Article II.A.10,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.A.10, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Web Services Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Web Services Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Web Services Employer that is not a Federal contractor based on this Article.

3. The Web Services Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Web Services Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

## C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Web Services Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Web Services Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Web Services Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If a Web Services Employer experiences technical problems, or has a policy question, the Web Services Employer should contact E-Verify at 1-888-464-4218.

## D. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Web Services Employer access to selected data from DHS databases to enable the Web Services Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Web Services Employer appropriate assistance with operational problems that may arise during the Web Services Employer's participation in the E-Verify program. DHS agrees to provide the Web Services Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Web Services Employer at the E-Verify Web site www.E-Verify.gov and on the E-Verify Web browser (https://e-verify.uscis.gov/emp/), instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Web Services Employer a notice that indicates the Web Services Employer's participation in the E-Verify program. DHS also agrees to provide to the Web Services Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Web Services Employer a user identification number and password that permits the Employer to verify information provided by its employees with DHS.

6. DHS agrees to safeguard the information provided to DHS by the Web Services Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal or anti-discrimination laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

9. DHS agrees to provide the Web Services Employer with an Interface Control Agreement (ICA). This document will provide technical requirements that the Web Services Employer must meet to create and maintain a Web Services interface to the Verification Information System (VIS). VIS is a composite information system that provides immigration status verification for government agencies and verification of employment authorization for employers participating in E-Verify.

10. DHS agrees to provide periodic system enhancements to improve the ease and accuracy of E-Verify, as needed. DHS will also provide E-Verify enhancements to comply with applicable laws and regulations. As enhancements occur, Web Services Employers must update their Web Services interface to reflect

system changes within the timelines specified in Article V.A.1. DHS will provide the Web Services Employer with an ICA to support the E-Verify release whenever system enhancements are required.

11. DHS agrees to provide to the Web Services Employer guidance on breach notification and a means by which the Web Services Employer can report any and all suspected or confirmed breaches of owned or used systems or data spills related to E-Verify cases. At this time, if the Employer encounters a suspected or confirmed breach or data spill, it should contact E-Verify at 1-888-464-4218.

12. In the event the Web Services Employer is subject to penalties, DHS will issue a Notice of Adverse Action that describes the specific violations if it intends to suspend or terminate the employer's Web Services interface access. The Web Services Employer agrees that DHS shall not be liable for any financial losses to the Web Services Employer, its employees, or any other party as a result of your account suspension or termination and agrees to hold DHS harmless from any such claims.

## ARTICLE III
## REFERRAL OF INDIVIDUALS TO SSA AND DHS

### A. REFERRAL TO SSA

1. If the Web Services Employer receives a tentative nonconfirmation issued by SSA, the Web Services Employer must print the notice and promptly provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Web Services Employer must review the tentative nonconfirmation with the employee in private. After the notice has been signed, the Web Services Employer must give a copy of the signed notice to the employee and attach a copy to the employee's Form I-9.

2. The Web Services Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Web Services Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Web Services Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Web Services Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Web Services Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Web Services Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Web Services Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

## B. REFERRAL TO DHS

1. If the Web Services Employer receives a tentative nonconfirmation issued by DHS, the Web Services Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Web Services Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Web Services Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Web Services Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Web Services Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Web Services Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Web Services Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Web Services Employer finds a photo mismatch, the Web Services Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Web Services Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Web Services Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Web Services Employer understands that if it cannot determine whether there is a photo match/ mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Web Services Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Web Services Employer agrees to check the E-Verify system regularly for case updates.

10. DHS agrees to provide the Web Services Employer with an Interface Control Agreement (ICA).

This document will provide technical requirements that the Web Services Employer must meet to create and maintain a Web Services interface to the Verification Information System (VIS). VIS is a composite information system that provides immigration status verification for government agencies and verification of employment authorization for employers participating in E-Verify.

11. DHS agrees to provide periodic system enhancements to improve the ease and accuracy of E-Verify, as needed. DHS will also provide E-Verify enhancements to comply with applicable laws and regulations. As enhancements occur, Web Services Employers must update their Web Services interface to reflect system changes within the timelines specified in Article V.A.1. DHS will provide the Web Services Employer with an ICA to support the E-Verify release whenever system enhancements are required.

## ARTICLE IV
## SERVICE PROVISIONS

### A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## ARTICLE V
## SYSTEM SECURITY AND MAINTENANCE

### A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services Employers must comply with federally-mandated information security policies and industry security standards to include but not limited to:

a. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.

b. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.

c. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).

d. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.

2. The Web Services Employer agrees to update its Web Services interface to the satisfaction of DHS or its assignees to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form

of an Interface Control Agreement (ICA). The Web Services Employer agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.

3. The Web Services Employer agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

4. The Web Services Employer acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services Employer of the system update, then the Web Services Employer's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services Employer. The Web Services Employer also acknowledges that DHS may suspend its account after the six-month period has elapsed.

5. The Web Services Employer agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.

6. The Web Services Employer agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services Employer and DHS.

7. DHS will not reimburse any Web Services Employer or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.

8. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.

9. Tf the Web Services Employer includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

## B. INFORMATION SECURITY REQUIREMENTS

Web Services Employers performing verification services under this MOU must ensure that information that is shared between the Web Services Employer and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services Employer agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services Employer;

2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;

3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;

4. Conduct security awareness training to inform the Web Services Employer's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;

5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;

6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;

7. Implement procedures for detecting, reporting, and responding to security incidents;

8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;

9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].

10. DHS reserves the right to restrict Web Services calls from certain IP addresses.

11. DHS reserves the right to audit the Web Services Employer's application.

12. Web Services Employers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the software.

## C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services Employers must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.

2. In accordance with DHS standards, the Web Services Employer agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU

against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.

3. Any data transmission requiring encryption shall comply with the following standards:

   - Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
   - NSA Type 2 or Type 1 encryption.

4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services Employer representatives identified above.

5. The Web Services Employer agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services Employers whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 agree to use the E-Verify browser until the system upgrade is completed.

6. The Web Services Employer agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services Employer of the system update. The Web Services Employer can resume use of its interface once it is up-to-date, unless the Web Services Employer has been suspended or terminated from continued use of the system.

## D. COMMUNICATIONS

1. The Web Services Employer agrees to develop an electronic system that is not subject to any agreement or other requirement that would restrict access and use by an agency of the United States.

2. The Web Services Employer agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.

3. The Web Services Employer agrees to develop an inspection and quality assurance program that regularly (at least once per year) evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services Employer agrees to share the results of its regular inspection and quality assurance program with DHS upon request.

4. The Web Services Employer agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, and other written, photographic and graphic materials.

5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.

6. Suspected and confirmed information security breaches must be reported to DHS according to Article V.C.1. Reporting such breaches does not relieve the Web Services Employer from further

requirements as directed by state and local law. The Web Services Employer is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

### E. SOFTWARE DEVELOPMENT RESTRICTIONS

1. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.

2. Employers are prohibited from Web Services Software development unless they also create cases in E-Verify to verify their new hires' work authorization. Those pursuing software development without intending to use E-Verify are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services Employer or Web Services E-Verify Employer Agent.

### F. PENALTIES

1. The Web Services Employer agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.

2. DHS is not liable for any financial losses to Web Services Employer, its clients, or any other party as a result of account suspension or termination.

## ARTICLE VI
## MODIFICATION AND TERMINATION

### A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

### B. TERMINATION

1. The Web Services Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Web Services Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect

the performance of its contractual responsibilities. Similarly, the Web Services Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Web Services Employer's business.

3. A Web Services Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services Employer must provide written notice to DHS. If the Web Services Employer fails to provide such notice, then that Web Services Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Web Services Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services Employer or the Employer is terminated from E-Verify.

## ARTICLE VII
## PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services Employer, its agents, officers, or employees.

C. The Web Services Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services Employer.

E. The Web Services Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Web Services Employer and DHS respectively. The Web Services Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services Employer,

its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Web Services Employer.

**Approved by:**

| **Web Services Employer**<br>Olsson | |
|---|---|
| Name (Please Type or Print)<br>Stephanie L Rodriguez | Title |
| Signature<br>Electronically Signed | Date<br>12/06/2018 |
| **Department of Homeland Security – Verification Division** | |
| Name (Please Type or Print)<br>USCIS Verification Division | Title |
| Signature<br>Electronically Signed | Date<br>12/10/2018 |

**Company ID Number:** 1365251

| Information Required for the E-Verify Program<br>**Information relating to your Company:** | |
|---|---|
| Company Name | Olsson |
| Company Facility Address | 601 P Street<br>Suite 200<br>Lincoln, NE 68508 |
| Company Alternate Address | |
| County or Parish | LANCASTER |
| Employer Identification Number | 470781766 |
| North American Industry Classification Systems Code | 541 |
| Parent Company | |
| Number of Employees | 1,000 to 2,499 |
| Number of Sites Verified for | 36 site(s) |

**Company ID Number:** 1365251

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

| | |
|---|---|
| AR | 3 |
| AZ | 3 |
| CA | 1 |
| CO | 4 |
| IA | 1 |
| KS | 3 |
| LA | 1 |
| MO | 6 |
| NE | 9 |
| OK | 3 |
| TX | 2 |

**Company ID Number:** 1365251

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

| | |
|---|---|
| Name | Stephanie L Rodriguez |
| Phone Number | 4024585634 |
| Fax | 4024745063 |
| Email | srodriguez@olsson.com |

**Company ID Number:** 1365251

This list represents the first 20 Program Administrators listed for this company.

its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Web Services Employer.

**Approved by:**

| **Web Services Employer**<br>Olsson | |
|---|---|
| Name (Please Type or Print)<br>Stephanie L Rodriguez | Title |
| Signature<br>Electronically Signed | Date<br>12/06/2018 |
| **Department of Homeland Security – Verification Division** | |
| Name (Please Type or Print)<br>USCIS Verification Division | Title |
| Signature<br>Electronically Signed | Date<br>12/10/2018 |

**Company ID Number:** 1365251

| Information Required for the E-Verify Program<br>**Information relating to your Company:** | |
|---|---|
| Company Name | Olsson |
| Company Facility Address | 601 P Street<br>Suite 200<br>Lincoln, NE 68508 |
| Company Alternate Address | |
| County or Parish | LANCASTER |
| Employer Identification Number | 470781766 |
| North American Industry Classification Systems Code | 541 |
| Parent Company | |
| Number of Employees | 1,000 to 2,499 |
| Number of Sites Verified for | 36 site(s) |

**Company ID Number:** 1365251

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

| | |
|---|---|
| AR | 3 |
| AZ | 3 |
| CA | 1 |
| CO | 4 |
| IA | 1 |
| KS | 3 |
| LA | 1 |
| MO | 6 |
| NE | 9 |
| OK | 3 |
| TX | 2 |

**Company ID Number:** 1365251

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

| | |
|---|---|
| Name | Stephanie L Rodriguez |
| Phone Number | 4024585634 |
| Fax | 4024745063 |
| Email | srodriguez@olsson.com |

# GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated February 2, 2026 between City of Blue Springs (“Client”) and Olsson, Inc. (“Olsson”) for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the “Project(s)”).

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

## SECTION 1—OLSSON’S SCOPE OF SERVICES

Olsson’s scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement (“Scope of Services”).

## SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 (“Optional Additional Services”), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client’s award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client’s contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) (“Necessary Additional Services”), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

**SECTION 3—CLIENT'S RESPONSIBILITIES**

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project, shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs, or procedures. Client, itself or through its separate contractor(s), shall be responsible for jobsite safety. Notwithstanding the foregoing, Olsson shall be responsible for the safety of Olsson's own employees.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

**SECTION 4—MEANING OF TERMS**

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the

quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

## SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

## SECTION 6—DISPUTE RESOLUTION

### 6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

### 6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion

and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 Except to the extent prohibited by law, the prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute. In the event of a Dispute involving a Claim (as hereinafter defined) against Olsson, Olsson shall be considered the "prevailing party" if Client is awarded materially less than the full amount of damages claimed by the Client in connection with the Dispute. In all other Disputes, "prevailing party" shall mean the party (if any) who obtains all, or substantially all, of the relief requested by that party in connection with the Dispute.

### 6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years ; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice. In any such instance, Olsson shall be entitled to an award of attorney's fees, costs, and expenses.

## SECTION 7—MISCELLANEOUS

### 7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

### 7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability

or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

**7.3 Opinion of Probable Cost**

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

**7.4 Prevailing Wages**

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

**7.5 Samples**

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

**7.6 Standard of Care**

Olsson will strive to perform its services in a manner consistent with and limited to that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

**7.7 Force Majeure**

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

**7.8 Equal Employment Opportunity**

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin or any other protected characteristic under applicable law. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status or any other protected characteristic under applicable law. Olsson and any sub-consultant or subcontractor certify that they do not operate any programs that promote DEI in a way that violates applicable federal anti-discrimination laws.

**7.9 Confidentiality**

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

**7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination**

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

**7.11 Controlling Law and Venue**

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

**7.12 Subconsultants**

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

**7.13 Assignment**

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

**7.14 Indemnity**

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

**7.15 Limitation on Damages**

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by

law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, attorneys' fees or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

**7.16 Entire Agreement/Severability**

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson. If any part of this Agreement is found to conflict with applicable law, such part alone shall be null and void and considered stricken, but the remainder of this Agreement shall be given full force and effect.

BLUE SPRINGS
MISSOURI

# CITY COUNCIL INFORMATION FORM

**DATE SUBMITTED:** January 23, 2026

**ITEM TYPE:** Resolution

**SUBMITTED BY:** Mayor Lievsay

**CONTRACT NUMBER:** N/A

**DEPARTMENT:** Mayor and Council

**STRATEGIC PLAN PRIORITY:** Community Safety

## ITEM DESCRIPTION

Adopt a Resolution establishing the Neighbors in Need Task Force and approve appointments to the Task Force.

## BACKGROUND

One of the objectives for the Community Safety and Wellbeing Strategic Priority outlined in the City of Blue Springs' Strategic Plan 2025-2030 is the creation of an action plan to support vulnerable populations. The purpose of the Neighbors in Need Task Force is to identify and evaluate physical and mental health needs of the community and explore ways to address them in a meaningful way. The Task Force will inventory current resources, find ways to coordinate resources, identify gaps, suggest improvements and strategies for the future.

Pursuant to Section 4.4.C of the Blue Springs Home Rule Charter, the Mayor appoints all members of committees, boards, and commissions, with the advice and consent of the

majority of the Council. The list of the Mayor's appointments to the Neighbors in Need Task Force are appointed for a one-year term to expire in May 2027:

| Member | Entity |
|---|---|
| Chris Lievsay | Mayor, Chair |
| Jerry Kaylor | Councilmember District 1 |
| Katie Tholen | Councilmember District 2 |
| Jeremy Rowan | Councilmember District 3 |
| Bridgette Shaffer | Jackson County Health Department |
| Lori Byl | Centerstone |
| Kristy Whitney | St. Mary's Medical Center |
| Mickey Hill | Central Jackson County Fire Protection District, |
| Danica Fuimaono | Blue Springs School District |
| Tom Worstell | Blue Springs Ministerial Alliance |
| Bobby Hines | You Matter Movement |
| Alex Duvall | Many Parts One Body |
| Staff Liaison | Police Department |
| Staff Liaison | Administration |

The Mayor will serve as Chair of the Task Force.

## FINANCIAL IMPACT

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

## PROJECT TIMELINE

| | |
|---|---|
| Estimated Start Date | February 2, 2026 |
| Estimated End Date | May 1, 2027 |

## STAFF RECOMMENDATION

Staff recommends approval.

## OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: N/A

## LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution establishing Task Force and appointing members

## REVIEWED BY

**Requesting Director: Mayor Lievsay**

**Legal: N/A**

**Administration: George Schmitz**

**City Administrator: Christine Cates**

**Budget: N/A**

Resolution No. 011-2025

**A RESOLUTION ESTABLISHING THE NEIGHBORS IN NEED TASK FORCE**

WHEREAS, one of the objectives for the Community Safety and Wellbeing Strategic Priority outlined in the City of Blue Springs' Strategic Plan 2025-2030 is the creation of an action plan to support vulnerable populations; and

WHEREAS, the purpose of the Neighbors in Need Task Force is to identify and evaluate physical and mental health needs of the community and explore ways to address them in a meaningful way; and

WHEREAS, the Task Force will inventory current resources, find ways to coordinate resources, identify gaps, suggest improvements and strategies for the future; and

WHEREAS, the members of the Task Force shall be appointed for a one-year term to expire in May of 2027.

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

Section 1. The Neighbors in Need Task Force is hereby established.

Section 2. The members of the Task Force are:

| **Member** | **Entity** |
|---|---|
| Chris Lievsay | Mayor, Chair |
| Jerry Kaylor | Councilmember District 1 |
| Katie Tholen | Councilmember District 2 |
| Jeremy Rowan | Councilmember District 3 |
| Bridgette Shaffer | Jackson County Health Department |
| Lori Byl | Centerstone |
| Kristy Whitney | St. Mary's Medical Center |
| Mickey Hill | Central Jackson County Fire Protection District, |
| Danica Fuimaono | Blue Springs School District |
| Tom Worstell | Blue Springs Ministerial Alliance |
| Bobby Hines | You Matter Movement |
| Alex Duvall | Many Parts One Body |
| | |
| Staff Liaison | Police Department |
| Staff Liaison | Administration |

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 2nd day of February 2026.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

BLUE SPRINGS
MISSOURI

**CITY COUNCIL INFORMATION FORM**

**DATE SUBMITTED:** December 22, 2025
**ITEM TYPE:** Resolution
**SUBMITTED BY:** Justin Stuart
**CONTRACT NUMBER:** 2026-021
**DEPARTMENT:** Parks and Recreation
**STRATEGIC PLAN PRIORITY:** Downtown Revitalization

## ITEM DESCRIPTION

Adopt a Resolution approving a contract with Tandem Paving Co., Inc in the amount of $149,500 for the brush, tree clearing and base rock prep for the Central Park loop trail.

## BACKGROUND

The Downtown Master Plan presented in March 2024 identified Central Park as a strategic area for potential improvement as a Downtown gathering space incorporating nature into an urban area. At the September 30, 2024 City Council Work Session, staff presented some conceptual images developed by Stantec Consulting that showed how Central Park could become more of a gathering space location. The plans included amenities such as a trail around the small pond, playground, restroom, and green space for gathering and passive recreation.

The City of Blue Springs completed and adopted a new Strategic Plan in August 2025. One of the Strategic Priorities is Downtown Revitalization. Within the Downtown

Revitalization Strategic Priority is an objective to develop Central Park to offer recreational gathering areas Downtown.

The first phase of completing this objective is to develop the loop trail around the pond at Central Park. In order to accomplish this, funds have been identified through the Parks Sales Tax Capital Improvement Project as well as Community Development Block Grant (CDBG) Funds. There is $150,000 identified from the Parks Sales Tax to fund the clearing of brush and trees as well as the removal of any unsuitable soils and base rock infill where needed. Once that is complete, $204,000 in CDBG funds will be utilized for the installation of 4 inches of base rock and 4 inches of asphalt to complete the trail. The portion of the work utilizing CDBG funds will be put out to bid according to CDBG requirements. A separate contract will be presented once that part of the project has been bid.

Staff received pricing from Tandem Paving Co., Inc of Blue Springs to provide brush & tree clearing as well as the removal of any unsuitable soils to properly prepare the ground for the base and asphalt for trail installation. This pricing was taken from a cooperative purchasing agreement with the City of Lee's Summit. This cooperative agreement has been used in the past by the City of Blue Springs to do similar trail projects. The total estimated cost for the clearing portion of this project is $149,500. This is an estimated cost due to the condition of the ground and soil being unknown until the brush can be cleared out.

Staff recommends approval of the contract with Tandem Paving Co., Inc for the clearing of brush and trees along with the removal of any unsuitable soils to prepare the ground for the installation of a loop trail in Central Park.

## FINANCIAL IMPACT

| | |
|---|---|
| Contractor: | Tandem Paving Co., Inc |
| Amount of Request/ Contract: | $149,500 |
| Amount Budgeted: | $150,000 |
| Budget Year: | FY 2025-26 |
| Funding Source/Account #: | 158-73000-544100 PR-23 |
| Account Balance: | $150,000 Date: 1/16/2026 |

## PROJECT TIMELINE

| | |
|---|---|
| Estimated Start Date | February 3, 2026 |
| Estimated End Date | September 30, 2026 |
| Years and Months Contract in effect | 8 months |
| Number of times renewable | N/A |

## STAFF RECOMMENDATION

Staff recommends approval.

## OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: N/A

## LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with Contract attached as Exhibit A.

## REVIEWED BY

**Requesting Director: Justin Stuart** **Budget: Lori Turner**

**Administration: George Schmitz** **Legal: James Newell**

**City Administrator: Christine Cates**

## SUPPORTING DOCUMENTS

| Document | Required | If not required, explain |
|---|---|---|
| Certificate of Insurance: | Yes | |
| E-Verify: | Yes | |
| Bond: | Yes | |
| IRS Form W-9 | Yes | Finance Review: January 15, 2026 |
| Bid/RFP/RFQ and Tabulation | N/A | |
| Bid Waiver: (less than three bids) | Yes | |
| Contractor address and email: | Yes | 61 SE Industrial Drive<br>Blue Springs, MO 64014<br>dave@tandempaving.com |
| Project Exemption Certificate needed: | N/A | |

Resolution No. 012-2026

**A RESOLUTION APPROVING A CONTRACT WITH TANDEM PAVING CO., INC FOR THE BRUSH, TREE CLEARING AND BASE ROCK PREP FOR THE CENTRAL PARK TRAIL LOOP**

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 secured a quotation for the brush, tree clearing and base rock prep for the Central Park Trail; and

WHEREAS, the Department used a cooperative purchasing agreement with the City of Lee's Summit paving contract and now recommends that the City award a contract to Tandem Paving Co., Inc, for work based on scope of services in the amount of $149,500.

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 Tandem Paving Co., for the brush, tree clearing and base rock prep for the Central Park Trail in the amount of $149,500. A copy of the proposed Contract is attached hereto as Exhibit "A" and is incorporated herein.

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 2nd day of February 2026.

CITY OF BLUE SPRINGS

ATTEST: Chris Lievsay, Mayor

Erin Ford, City Clerk

EXHIBIT A

| EFFECTIVE DATE: February 3, 2026 | TERMINATION DATE: September 30, 2026 | CONTRACT NUMBER: **2026-021** |
|---|---|---|
| **CITY** | **CONTRACTOR** | |
| **City of Blue Springs**<br>**903 West Main Street**<br>**Blue Springs, MO 64015** | **Tandem Paving Co., Inc**<br>**617 SE Industrial Drive**<br>**Blue Springs, MO 64014** | |
| Department: Parks and Recreation | Attention: David Smith | |
| Phone: 816-228-0137 | Phone: 816-229-3929 | |

**PUBLIC WORKS CONTRACT**

**THIS CONTRACT**, made and entered into this _____ day of _____ 2026, 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 **$149,500** 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.

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. Current Wage Order Number , Jackson County, and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri, shall be paid to all workers performing work under this contract. The penalties forfeited to the City for violations of the Prevailing Wage Act for each workman employed, for each calendar day, or portion thereof, such workman is paid less than their said stipulated rates for any work done under said Contract shall be one hundred dollars ($100) per worker, per day.

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

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

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

c. The contractor to whom the Contract is awarded and any subcontractor under such contractor shall require all on-site employees to complete the above referenced ten-hour training

program or such employees must hold documentation of prior completion of the program. Said contractor and subcontractor(s) shall comply with Section 292.675, RSMo., in all respects as required in relation to work done pursuant to this contract.

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

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

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

26. **Enrollment in Work Authorization Program and Affidavit Concerning Employment of Unauthorized Aliens.** If this contract, awarded to a business entity, exceeds five thousand dollars, the business entity, and any subcontractors of the business entity, shall, by affidavit and provision of documentation, affirm its or their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity, and any subcontractors of the business entity, shall also affirm by the affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A subcontractor shall provide similar affidavit and documentation to the Contractor at the time the subcontractor is hired pursuant to Section 15 CSR 60-15.020. 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 C.K. SMITH, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is C.K. SMITH and I am currently the VICE PRESIDENT of TANDEM PAVING CO., INC (hereinafter "Company"), whose business address is 617 SE INDUSTRIAL DR, BLUE SPRINGS, MO 64014, and I am authorized to make this Affidavit.

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

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

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

Affiant / Contractor

C.K. SMITH
Printed Name

Subscribed and sworn to before me this 29TH day of JANUARY, 2026.

SEAL

NICHOLAS MATTHEW CALDRONE
Notary Public - Notary Seal
State of Missouri
Commissioned for Jackson County
My Commission Expires: January 27, 2029
Commission Number: 17469660

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.

**TANDEM PAVING CO., INC**

By: _____
Name: C.K. SMITH
Title: VICE PRESIDENT

**CITY OF BLUE SPRINGS, MISSOURI**

_____
Christine Cates, City Administrator

**APPROVED AS TO FORM**

_____
James Newell, City Attorney

| Exhibit 1 to Contract<br><br>Scope of Work | | |
|---|---|---|
| **Name of Contractor** | Tandem Paving Co., Inc | |
| **Scope of Work (Job Description)** | Clearing & Trail prep for Central Park Trail which includes estimated 1,600 cubic yards of tree clearing & grubbing; removal of 500 cubic yards of unsuitable material; infill of 1,000 ton of base rock infill for unsuitable materials<br><br>All work shall be performed in accordance with Contractor's quote dated December 22, 2025 attached hereto and incorporated herein as Attachment A. | |
| **Start Date** | February 3, 2026 | |
| **Interim Deadlines (if applicable)** | **Date** | **Phase of Project To Be Completed** |
| | | |
| **Final Completion Deadline** | September 30, 2026 | |
| **Reimbursable Expenses** | ☒ None ☐ Travel, Lodging, Meals, Phone Calls, Copying, Postage | |
| **Maximum Payment** | $149,500 | Maximum payment for services rendered |
| | $ | Maximum amount of expenses to be reimbursed |
| | $149,500 | 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. | |

ATTACHMENT A

BLUE SPRINGS PARKS DEPT
CENTRAL PARK TRAIL

| **Work** | **Units** | **Unit Price** | **Total** |
|---|---|---|---|
| | | | |
| | | | |
| **PROPOSAL 21736** | | | |
| **Clearing & TRAIL PREP:** | | | |
| REMOVAL (Tree clearing/grubbing) | 1,600 CY | $50.OO CY | $ 83,000.00 |
| REMOVAL (Unsuitable Material) | 500 CY | $50.OO CY | $ 25,000.00 |
| Base Rock (Infill for unsuitable material) | 1000 ton | $41.50 TON | $41,500.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | **TOTAL** | **$ 149,500.00** |
| | | | |
| **ADA Trail:** | | | |
| Import for ADA compliant slope (Max 8%) | | | $ 75,475.00 |
| BASE ROCK (4"THICK) | 360 TONS | $41.50 TON | $ 14,940.00 |
| ASPHALT (4" THICK) | 320 TONS | $93.00 TON | $ 29,760.00 |
| TRACK LOADER (3) | 40 HRS | $90.00 HR | $ 10,800.00 |
| | | | |
| | | | |
| | | **TOTAL** | **$ 130,975.00** |
| | | | |
| | | | |
| | | | |
| **LARGE TREES REMOVED:** | | | |
| 8"-12" DIAMETER | $3,250 EACH | | |
| 12"-24" DIAMETER | $4,500 EACH | | |
| 24"-36" DIAMETER | $6,000 EACH | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| **ADDITIONAL REMOVAL** | | | |
| **BIOSWALE** | | | |
| REMOVAL | 570 CY | $50.00 CY | $ 28,500.00 |

BLUE SPRINGS
MISSOURI

# CITY COUNCIL INFORMATION FORM

**DATE SUBMITTED:** January 7, 2026

**ITEM TYPE:** Ordinance

**SUBMITTED BY:** Bob Muenz

**CONTRACT NUMBER:** 2026-019

**DEPARTMENT:** Police

**STRATEGIC PLAN PRIORITY:** Community Safety

## ITEM DESCRIPTION

Passage of a Bill approving the Kansas City Resource Sharing Agreement.

## BACKGROUND

Staff is requesting approval of the Kansas City Resource Sharing Agreement (RSA) shared by the Mid-America Regional Council and the Regional Homeland Security Coordinating Committee (RHSCC). Developed and approved by the RHSCC through extensive work by a multi-disciplinary group of emergency services professionals from across the region, the RSA serves as a "safety net" helping communities to access a wide range of potentially needed resources and achieve economic and logistical efficiencies to support gaps in resources and capability. The agreement will also help ensure that many disciplines, such as public information officers, medical examiners, public health, public works volunteers and others, can be quickly mobilized and deployed. The RSA assists to clarify the liability issues related to resource sharing and is intended to provide a basic understanding between participating jurisdictions regarding the sharing of

resources not covered by other agreements.

The RSA became available for consideration in January of 2023. Jackson County, as well as Independence, Lee's Summit, KC Board of Police Commissioners, Grandview, John Knox Village, Central Jackson County Fire Protection District, Oak Grove and the Lee's Summit School District have adopted the RSA.

## FINANCIAL IMPACT

| | |
|---|---|
| Contractor: | Mid-America Regional Council |
| Amount of Request/ Contract: | N/A |
| Amount Budgeted: | N/A |
| Budget Year: | FY 2025-26 - Indefinite |
| Funding Source/Account #: | N/A |
| Account Balance: | N/A Date: 1/14/2026 |

## PROJECT TIMELINE

| | |
|---|---|
| Estimated Start Date | February 3, 2026 |
| Estimated End Date | Ongoing |

## STAFF RECOMMENDATION

Staff recommends approval.

## OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: N/A

## LIST OF REFERENCE DOCUMENTS ATTACHED

1. Ordinance with Resource Sharing Agreement attached as Exhibit A.

**REVIEWED BY**

**Requesting Director: Bob Muenz**

**Legal: Jennifer Baird**

**Administration: George Schmitz**

**City Administrator: Christine Cates**

**Budget: Lori Turner**

**SUPPORTING DOCUMENTS**

| **Document** | **Required** | **If not required, explain** |
|---|---|---|
| Certificate of Insurance: | N/A | |
| E-Verify: | N/A | |
| Bond: | N/A | |
| IRS Form W-9 | N/A | Finance Review: N/A |
| Bid/RFP/RFQ and Tabulation | N/A | |
| Bid Waiver: (less than three bids) | N/A | |
| Contractor address and email: | Yes | Mid-America Regional Council<br>600 Broadway, Suite 200<br>Kansas City, Missouri<br>816-474-4240<br>JWhite@MARC.org |
| Project Exemption Certificate needed: | N/A | |

Introduced by Councilmember _____ BILL NO. 5380

ORDINANCE NO. ____

**AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF BLUE SPRINGS AND THE MID AMERICA REGIONAL COUNCIL FOR THE KANSAS CITY RESOURCE SHARING AGREEMENT**

WHEREAS, The City of Blue Springs has recognized the value of sharing resources that can be quickly mobilized and deployed in times of need; and

WHEREAS, The Kansas City Resource Sharing Agreement (RSA) shared by the Mid-America Regional Council and the Regional Homeland Security Coordinating Committee (RHSCC) developed and approved by the RHSCC accomplishes this objective.

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

Section 1. The City Administrator is hereby authorized to enter into an agreement between the City of Blue Springs and the Mid-America Regional Council for a Resource Sharing Agreement. A copy of the agreement is attached hereto as Exhibit "A" and is incorporated herein.

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

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 2nd day of February 2026.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

November 18, 2025

Dear Christine Cates, City Administrator,

The Mid-America Regional Council and the Regional Homeland Security Coordinating Committee (RHSCC) are pleased to provide the **Kansas City Regional Resource Sharing Agreement (RSA)** for your jurisdiction's use. Designed to strengthen resource sharing across the bistate area, the agreement will help identify cities and counties willing to share resources (including across state lines) prior to an incident, promote unity of effort and expedite mutual aid efforts.

Mutual aid agreements currently exist that cover some separate and discrete response disciplines. However, the region has identified the need for a more in-depth, comprehensive understanding of how certain resources could be shared and assistance offered.

Developed and approved by the RHSCC though extensive work by a multi-disciplinary group of emergency services professionals from across the region, the RSA serves as a "safety net" helping communities to access a wide range of potentially needed resources and achieve economic and logistical efficiencies to support gaps in resources and capability. The agreement will also help ensure that many disciplines, such as public information officers, medical examiners, public health, public works volunteers and others, can be quickly mobilized and deployed.

The RSA became available for consideration in January of 2023. Jackson County, as well as Independence, Lee's Summit, KC Board of Police Commissioners, Grandview, John Knox Village, Central Jackson County Fire Protection District, Oak Grove and the Lee's Summit School District have adopted the RSA.

The RSA is not intended to supersede or replace any existing agreements, but to provide a basic understanding between participating jurisdictions regarding the sharing of resources not covered by other agreements The RSA assists to clarify the liability issues related to resource sharing. There are some circumstances where resource sharing may not be explicitly or implicitly permitted, such as jurisdictions required to adopt resolutions or ordinances to participate in resource sharing or making formal declarations which may delay response. The implementation of this agreement provides a means to address this issue.

Participation in the RSA is voluntary and is intended to strengthen the current working relationships between jurisdictions within the region. We are currently striving to increase the number of participating jurisdictions prior to the FIFA World Cup in order to provide the most complete legal framework possible for the provision of assistance between jurisdictions.

Jurisdictions in the region are encouraged to participate and become signatories to the agreement. Participants will be asked to sign/execute the document and submit an email with the signature page/ordinance of authorization to JWhite@MARC.org for formal recording of an entities decision to participate.

If you have questions regarding the RSA, please contact me at JWhite@MARC.org on behalf of the RHSCC.

Thank you for your continued cooperative efforts to strengthen preparedness in the region.

Sincerely,

Jason White

Emergency Services

MARC

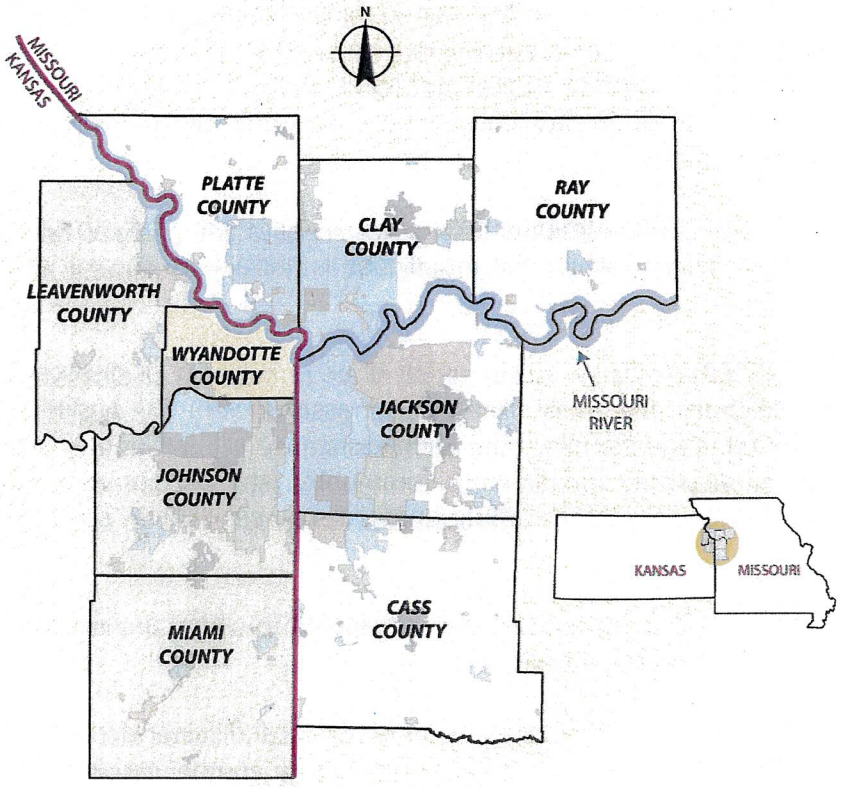
MID-AMERICA REGIONAL COUNCIL

HOMELAND SECURITY

Greater Kansas City

# Regional Resource Sharing Agreement

## for Emergency Response and Recovery



MARC
MID-AMERICA REGIONAL COUNCIL

# Greater Kansas City Regional Resource Sharing Agreement

## Preamble

This agreement is designed to strengthen the local jurisdiction's ability to provide and request assistance quickly and legally, clarify liability, supplement existing agreements, and provide for any gaps related to the specialty Agreements already in place.

## Article I: Purpose and Scope

1. AGREEMENT OF LAST RESORT – This Agreement is to be used as the agreement of last resort when the sharing of a resource is not covered by any other local written mutual aid agreement. There are already mutual aid agreements and laws in place serving as the foundation for mutual aid for law enforcement, fire, emergency medical services and most regional specialty teams.

2. NON-OBLIGATORY – This Agreement does not obligate any party to take an affirmative action or to incur costs to which the jurisdiction is not able to commit at the time of the emergency.

3. NO PENALTY RESERVATION – In the event of an emergency or disaster, one or more Assisting Jurisdictions may assist. The offer of assistance by the Assisting Jurisdiction is made with the full understanding that such assistance will not unduly jeopardize the protection of the Assisting Jurisdiction's community. Any decision regarding whether an Assisting Jurisdiction can spare staffing and/or resources shall lie solely with the Assisting Jurisdiction.

4. COMPREHENSIVE – This Agreement may be applied to share any resource or asset under the Assisting Jurisdiction's control.

5. NON-DECLARATIVE – A federal, state, county, or local disaster declaration is not required for a participating jurisdiction to render assistance to another jurisdiction covered by this Agreement.

6. INTERJURISDICTIONAL RELATIONSHIPS — The Regional Resource Sharing Agreement should build on existing interjurisdictional relationships and not supersede existing mutual aid agreements or disrupt normal lines of responsibilities between jurisdictions. Jurisdictions should seek to obtain resources based on normal interjurisdictional

relationships between special districts, townships, cities and counties.

7. NON-EXPIRING – This Agreement shall remain in effect for an indefinite term, subject to a participating jurisdiction's request to withdraw. Withdrawal from this agreement may occur at any time by written notification to MARC at least 60 days prior to the withdrawal. Upon withdrawal from this Agreement, any equipment provided to the Parties shall be returned to the supplying agency. A Party's written withdrawal from this Agreement will be deemed a modification by amendment to his Agreement but does not terminate this Agreement as to the remaining Parties. MARC shall maintain a list of which jurisdictions signatories, date and status.

## Article II: Benefits

There are important reasons for a regional Resource Sharing Agreement. These advantages include:

- Improves the quality of emergency planning and response through coordinated protocols for notification, response, assistance, and documentation of support,
- Allows for optimal use of the region's resources, reducing the need to duplicate expensive specialized assets,
- Increases the likelihood that resources will be available and able to be deployed in response to need,
- It provides a mechanism for the use of the Incident Support Team and Emergency Support Functions within local emergency operations centers,
- It provides a mechanism for the use of resources supporting multi-jurisdiction training and exercises,
- A regional resource sharing agreement has the benefits of allowing requesting agencies to seek support from multiple organizations, depending upon the scale and type of incident and the resources needed at a particular time.

## Article III: Authorities

A variety of federal and state laws allow for the creation of relationships between governmental entities for jurisdictions to share human and material assets, and services. Some key statutes specifically with regard to emergency situations exist in Kansas statutes 12-16,117 and in Missouri RSMo. § 44.090-.098 and § 70.837.

The jurisdictions represent that the individual executing this Agreement on behalf of the jurisdiction or entity has the authority to bind and agree to the terms contained herein.

This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties hereto.

In general, the basis for this Regional Resource Sharing Agreement is the legal ability for governments, such as Counties, Cities, Villages, Townships and Special Districts, to agree in principle to the possibility of sharing resources when requested by another governmental entity which is also a signatory of this Agreement. Both Kansas and Missouri statutes recognize the

ability of local governments to participate in interlocal agreements such as this Regional Resource Sharing Agreement.

We recommend that Kansas jurisdictions review KSA 12-16,117 and consider adoption of an ordinance regarding the possibility of sharing resources within the region and across state lines. Sample ordinance language is found in Attachment B.

## Article IV: Definitions

**Assisting Jurisdiction:** A political jurisdiction, multi-jurisdictional agency, or other entity providing critical community services agreeing to assist another signatory that is a participating member of the Kansas City Regional Resource Sharing Agreement.

**Authorized Representative:** The chief executive of a political jurisdiction, to include the Board of Police Commissioners established under Missouri statute RSMo. § 84.350, or multi-jurisdictional agency, or their designee, who is empowered to request resources, obligate resources, and expend funds on behalf of the political jurisdiction or multi-jurisdictional agency under the terms of this Agreement. The designee is often the Emergency Management Director / Coordinator.

**Emergency Management Agency:** The agency responsible for coordinating emergency management activities through all-phases – mitigation, preparedness, response, and recovery – within a jurisdiction.

**Emergency or Disaster:** Any situation needing an immediate response for which the community cannot alleviate without outside assistance regardless of formal declarations.

**Mutual Aid:** A prearranged written agreement and plan whereby assistance is requested and provided between two or more political jurisdiction, to include the Board of Police Commissioners established under Missouri statute RSMo. § 84.350, or multi-jurisdictional agencies during a large-scale emergency or disaster under terms of this agreement. It includes the sharing of people, equipment, consumable items.

**Period of Assistance:** The period of time beginning with the departure of any personnel and/or equipment of the Assisting Jurisdiction from any point for the purpose of traveling to provide assistance exclusively to the Requesting Jurisdiction, and ending on the return of all of the Assisting Jurisdiction's personnel and equipment to their regular place of work or assignment, or otherwise terminated through written or verbal notice to the authorized representative of the Requesting Jurisdiction by the authorized representative of the Assisting Jurisdiction.

**Personnel Licensure Compact:** A legal document passed as state legislation in the individual states that wish to become part of that particular interstate agreement. In general, these types of Compacts allow personnel to move over state lines easier during normal day to day operations.

**Requesting Jurisdiction:** A political jurisdiction, to include the Board of Police Commissioners established under Missouri statute RSMo. § 84.350, or multi-jurisdictional agency that is

responding to a natural, man-made, or technological hazard that has requested assistance from another signatory that is a participating member of the Kansas City Regional Resource Sharing Agreement.

**Special District:** A local government with a board of directors and taxing authority recognized by the state as a stand-alone entity. Commonly fire districts, ambulance districts, 911 districts, road districts, sewer districts, school districts etc. These local government entities may be signatories of the Regional Resource Sharing Agreement.

## Article V: Governance

The signatory to this Agreement is the Authorized Representative or delegate authorized by the County, City, Township, Village or Special District, to facilitate the development of interagency policies and procedures to ensure timely and efficient resource availability in response to and recovery from emergencies or disasters.

This Agreement may be executed in one or more counterparts, each of which will be deemed an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same Agreement. This Agreement shall be effective upon the execution of counterparts by more than one party. The parties may sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Agreement and shall be acceptable in a court of law.

The Regional Resource Sharing Agreement may be amended upon the endorsement of at least two-thirds (2/3) of the member jurisdictions.

The Regional Homeland Security Coordinating Council (RHSCC) and the Policy Committee of the RHSCC shall serve as the lead body regarding the Resource Sharing Agreement. The RHSCC shall be responsible for implementation.

The Mid-America Regional Council (MARC) agrees to serve as the Administrator for this Regional Resource Sharing Agreement, to catalog participants and the use of the Agreement.

## Article VI: Recognition of Licensure and Certification

The recognition of licenses and certifications of personnel who are requested to serve in a jurisdiction which is different than where they have a license or certification has been issued, will be able to serve predicated upon a variety of state laws, compacts or other legal agreements. The adoption of laws, interstate licensure compacts and other legal agreements for reciprocity occurs frequently and jurisdictions should evaluate this aspect as needed.

## Article VII: Liability Protection and Immunity

1. All activities performed under this Agreement are deemed to be governmental functions including health, welfare, and safety of the general population.

2. For the purposes of liability, all members of any political subdivision or public safety agency responding under operational control of the requesting political subdivision or public safety

agency are deemed employees of such responding political subdivision or public safety agency and are subject to the liability and workers compensation provisions provided to them as employees of their respective political subdivision or public safety agency. Qualified immunity, statutory immunity, sovereign immunity, official immunity, and the public duty rule shall apply to the provisions of this section as interpreted by the federal and state courts of the Assisting Jurisdiction. The parties to this Agreement acknowledge and agree that the Responding Jurisdictions located in Missouri are prohibited by Missouri law from indemnifying other entities, and that notwithstanding any other language in this Agreement, the indemnification provisions in this Section and the reimbursement provisions below shall not require Responding Jurisdictions located in Missouri to indemnify or reimburse the other parties to this Agreement.

3. Any person holding a license, certificate, or other permit issued by a political jurisdiction or multi-jurisdictional agency or the state meeting qualification in a professional, mechanical, or other skill licensed to operate in the Assisting Jurisdiction will be duly recognized by the Requesting Jurisdiction for the duration of their assignment (including long term recovery under an approved recovery plan).

4. No party to this Agreement shall be liable for its failure or refusal to render aid pursuant to this Agreement.

## Article VIII: Employment Benefits

All pension, relief, disability, death benefits, workers compensation and other benefits enjoyed by the employees of parties rendering assistance shall extend to the services they perform under this Agreement outside their respective jurisdictions as if those services had been rendered in their own jurisdiction.

## Article IX: Deployment

1. Requests for assistance including the provision of people, equipment, consumable items, services, and information may either be verbal or in writing and will be administered through authorized representatives (or their designees) of the political jurisdiction or multi-jurisdictional agencies.
    a. Verbal requests will be followed up with a written request for assistance within thirty (30) days per the accompanying administrative protocols to this Agreement.

**2.** The Requesting Jurisdiction and the Assisting Jurisdiction both agree to notify their jurisdiction's local Emergency Manager if requests are made, and if support is offered, as outlined in this Agreement.

3. Each political jurisdiction, to include the Board of Police Commissioners established under Missouri statue RSMo. 84.350, or multi-jurisdictional agency has the latitude to develop their own travel policies for their jurisdiction. As such, travel policies and required documents to process reimbursement under the agreement will vary from political jurisdiction or multi-jurisdictional agency to political jurisdiction or multi-jurisdictional agency. Regardless of the differences in travel policies amongst political jurisdiction or multi-jurisdictional agencies, the accurate collection, preparation, and submission of documentation is important.

## Article X: Reimbursement

Reimbursement is outside the scope of this regional intergovernmental agreement. This issue is left between the assisting and impacted jurisdictions to be discussed should the need arise at the time of the incident between the two parties.

## Article XI: Termination

1. This Agreement shall be construed to effectuate the purposes stated in Article I herein. If any provision of this Agreement or its application to any person or circumstance is held invalid, the invalidity shall not affect any other provision or application of the Agreement which can be given effect without the invalid provision or application.

2. Nothing herein shall preclude any political jurisdiction, to include the Board of Police Commissioners established under Missouri statute RSMo. § 84.350, or multi-jurisdictional agency from entering into supplementary agreements or affect any other agreements already in force.

3. The Assisting Jurisdiction shall retain the right to withdraw some or all of its resources at any time from the Requesting Jurisdiction. Notice to withdraw shall be communicated to the Requesting Jurisdiction's Authorized Representative or their designee, as soon as practicable.

## Article XII: Dispute Resolution

Once resources are deployed, the relationship is established between the entity providing the resource and the entity requesting the resource and it is incumbent upon them to define the relationship and seek to establish clear understanding of the relationship and its obligations and responsibilities.

Should disagreement arise on the interpretation of the provisions of this Agreement, or amendments or revisions thereto, that cannot be resolved at the operating level, the areas(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration.

## Article XIII: Operational Plan

This Agreement is written to provide a known process on how to request and receive assistance and the expectations associated with a request.

The Federal Emergency Management Agency's National Response Framework and state laws enable states and their political jurisdiction or multi-jurisdictional agencies to enter into agreements that allow for the timely, efficient, and effective sharing of resources during catastrophic events, even if a formal federal or state disaster declaration have not been declared. The federal government has in recent years encouraged a "Whole Community" approach to emergency management, which seeks to ensure community recovery begins at the earliest possible opportunity without the need to render federal aid.

The National Incident Management System (NIMS) also provides well-established and uniform guidelines for incident management and response.

Where possible commonly accepted forms of written communications should be utilized such as the accepted ICS forms and processes.

## Requests for Assistance

Political jurisdiction or multi-jurisdictional agencies party to this agreement agrees to honor any form of written request, as agreed upon through such written agreement and containing the following data elements. No specific request form is prescribed.

1. The intent to implement this agreement, as distinguished from any other existing mutual aid agreement;

2. A general description of the emergency situation, damage or injury sustained or threatened;

3. Identification of the emergency service function or functions for which assistance is needed (e.g. fire, law enforcement, emergency medical, search and rescue, transportation, communications, public works and engineering, building, inspection, planning and information assistance, mass care, fatality management, public information and communication, resource support, health and other medical services, etc.), and the particular type of assistance needed;

4. The amount and type of personnel, equipment, materials, supplies, and/or facilities needed and a reasonable estimate of the period of assistance that each will be needed; and

5. The location or staging area where the resources are to be dispatched and the specific time that the resources are needed; and

6. The name and contact information of a representative of the Requesting Jurisdiction to meet the personnel and equipment of any Assisting Jurisdiction; and

7. The name and contact information of the authorized representative for follow-up questions if needed to fulfill the resource request.

8. Jurisdictions might consider the use of FEMA ICS 213 RR Modified for requesting resources, as well as the process and procedures that commonly accompany the use of the ICS 213 RR.

**Download: ICS 213 RR Modified Resource Request Form**

The authorized representative in the Assisting Jurisdiction will be responsible for forwarding and coordinating the request for assistance with the appropriate emergency support functions and/or organizations within their jurisdiction or agency based on availability of the resources requested.

An authorized representative who determines that their Assisting Jurisdiction has the available personnel, equipment, or other resources, shall so notify the authorized representative of the Requesting Jurisdiction and provide the following information, to the extent known:

1. A complete description of the personnel and their expertise and capabilities, equipment, and other resources to be furnished to the Requesting Jurisdiction;

2. The estimated period of assistance that the personnel, equipment, and other resources will be available;

3. The name of the person or persons to be designated as supervisory personnel for the Assisting Jurisdiction; and

4. The estimated time of arrival for the assistance to be provided at the designated location.

5. Any additional information or support needed from the Requesting Jurisdiction.

**Signatory:**

_____
Name, Title

_____
Date

Organization
Address
City, State, Zip

Approved as to form:

*/s/ Jennifer Baird*
City Attorney

**Official Notices:**

For: [Organization}

[Name]
[Title]
Email: [ ]

For Legal Notices – Email as above with paper copy mailed to:

[Organization]
ATTN: [Legal Point of Contact]
[Address]
[City, State, Zip]

For: Mid-America Regional Council

Erin Lynch, Emergency Services and Homeland Security Program Director
Email: elynch@marc.org

For Legal Notices – Email as above with paper copy mailed to:

Mid-America Regional Council
ATTN: Erin Lynch
600 Broadway Blvd #200
Kansas City, MO 64105

# Appendix A: Authorities and References

| Level of Gov. | Document | Citation/Statute | Authority/ Responsibility |
|---|---|---|---|
| Federal | Stafford Act | 44 CFR Section 206 | DHS/FEMA – emergency response |
| Federal | Executive Order 12148 | 44 Fed. Reg. 43239 | DHS/FEMA - preparedness/response |
| Federal | Presidential Policy Directive 8 (FEMA Implementation) | Presidential Policy Directive PPD 8 | DHS/FEMA – national preparedness |
| Federal | Presidential Policy Directive 21 (FEMA Implementation) | Presidential Policy Directive PPD 21 | DHS public health and medical |
| Federal | Emergency Management Assistance Compact | Public Law 104-321 | FEMA/State mutual aid |
| Federal | National Emergencies Act | Public Las 94–412, 90 Stat. 1255 | Executive Branch – Presidential Declaration |
| Federal | Pandemic and All Hazards Preparedness Act | Public Law No. 109-417 | HHS/CDC – public health preparedness and response |
| Federal | Public Health Service Act | Public Law 78-410 | HHS – public health emergency declaration |
| Federal | Public Readiness and Emergency Preparedness Act | | HHS – declaration of immunity from liability for claims related to medical countermeasures |
| Federal | NIMS | | DHS/FEMA – incident command system |
| Federal | National Response Framework, Third Edition | | DHS/FEMA – national all-hazards approach to coordinate emergency response through ESF's |
| State | Kansas Mutual Aid System | Statutes 48-950-958 | KS Political jurisdiction or multi-jurisdictional agencies |
| Municipalities | Municipal Mutual Aid | KS 12 -16,117, | KS Municipalities (Counties/Cities) |
| Public Agencies | Public Agencies | KS 12-2904 | Public agencies |
| State | Kansas Mutual Aid | KS 80-1517 | Fire (ESF 4) |
| State | Kansas Mutual Aid | KS 65-6158 | Public Health and Medical (ESF 6) |
| State | Kansas Mutual Aid | KS 48-3602 | Law Enforcement |
| State | Missouri Mutual Aid | MO 44.415 | State Emergency Management |
| State | Missouri Mutual Aid - Missouri Law | MO 44.098 | Law Enforcement mutual aid with KS and OK |

| | Enforcement | | |
|---|---|---|---|
| State | Missouri EMS | MO 190.107<br>MO 190.900 - 939 | EMS/ambulance |
| State | Kansas EMS | KS 65-6158 | EMS/ambulance |
| State | Kansas Wildfire | KS 31-801 | Forest Fire preservation |
| State | Missouri Mutual Aid | MO 320.090 | Fire |
| State | Kansas EM Compact | KS 48-9a01 | KSW Interstate EM Compact/ State EM |
| State | Missouri Mutual Aid | MO 44.095 | Mutual aid with Kansas/State EM |
| State | Missouri Mutual Aid | MO 44-090<br>MO 44-105<br>MO 44-045<br>MO 70.815-837 | Interstate and Intrastate. No declaration required. License reciprocity recognized. |
| State (Ntl Agreement) | Kansas / Missouri | EMS Compact | EMS reciprocal recognition of license |
| State (Ntl Agreement) | Kansas / Missouri | Nurse Licensure Compact | Nurse reciprocal recognition of license |

# Appendix B: Sample Kansas Ordinance

NOTE: This agreement is not determinate upon adoption of an ordinance per KS Statute 12-16,177.

KS Statute 12-16,117 permits a local ordinance to be adopted by the jurisdiction to share resources across state lines. Missouri does not require such a statute.

Here is the ordinance from Johnson County, Kansas:

Sec. 26-1. - Mutual aid policy.

(a) This section is intended to provide assistance in any form of service including, but not limited to, police, fire, emergency medical service, emergency management, public works, as well as administrative and clerical support during times of disaster as defined in K.S.A. 12-16,117.

(b) In the event of a disaster, when there is a request for assistance from another municipality within or without the state, if the county can provide assistance without unduly jeopardizing the protection of its own community, the county manager, or his or her designee, in coordination with the emergency management division coordinator, is hereby authorized to provide such assistance as may be requested under authority granted by K.S.A. 12-16,117, with all the privileges and immunities provided therein.

(c) Any assistance offered or provided pursuant hereto shall not be in conflict with:

(1) The county emergency operations plan;

(2) Other county resolutions or any existing interlocal agreement;

(3) Automatic aid;

(4) Intergovernmental or mutual aid agreement or the authority to enter into any such future agreements.

(d) The Requesting Jurisdiction must be operating under a state or local declaration of disaster emergency as provided for in applicable state statutes.

BLUE SPRINGS
MISSOURI

# CITY COUNCIL INFORMATION FORM

**DATE SUBMITTED:** January 26, 2026

**ITEM TYPE:** Presentation

**SUBMITTED BY:** George Schmitz

**CONTRACT NUMBER:** N/A

**DEPARTMENT:** Administration

**STRATEGIC PLAN PRIORITY:** Community Identity

## ITEM DESCRIPTION

Blue Springs Chamber of Commerce President Lara Vermillion and Chamber staff will introduce the 2025-2026 Chamber LEADership Class and present the Buy Blue Springs and Discover Blue Springs updates.

## BACKGROUND

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

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

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

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

The City appropriates $5,000 annually to the Chamber of Commerce for these initiatives. The most recent contract renewal occurred on September 24, 2024, for a two-year term, expiring on September 30, 2026. This presentation will provide an overview of how the allocated funds were managed during 2025. By consistently supporting these programs, the city ensures continued progress in promoting local commerce and attracting visitors to Blue Springs.

## FINANCIAL IMPACT

| | |
|---|---|
| Contractor: | Blue Springs Chamber of Commerce |

## PROJECT TIMELINE

| | |
|---|---|
| Estimated Start Date | N/A |
| Estimated End Date | N/A |

## STAFF RECOMMENDATION

Staff recommends approval.

## OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: N/A

## LIST OF REFERENCE DOCUMENTS ATTACHED

1. Chamber of Commerce Presentation

**REVIEWED BY**

**Requesting Director: George Schmitz**

**Legal: N/A**

**Administration: George Schmitz**

**City Administrator: Christine Cates**

**Budget: N/A**



# LEADERSHIP

## BLUE SPRINGS

# BUY BLUE SPRINGS &
# DISCOVER BLUE SPRINGS

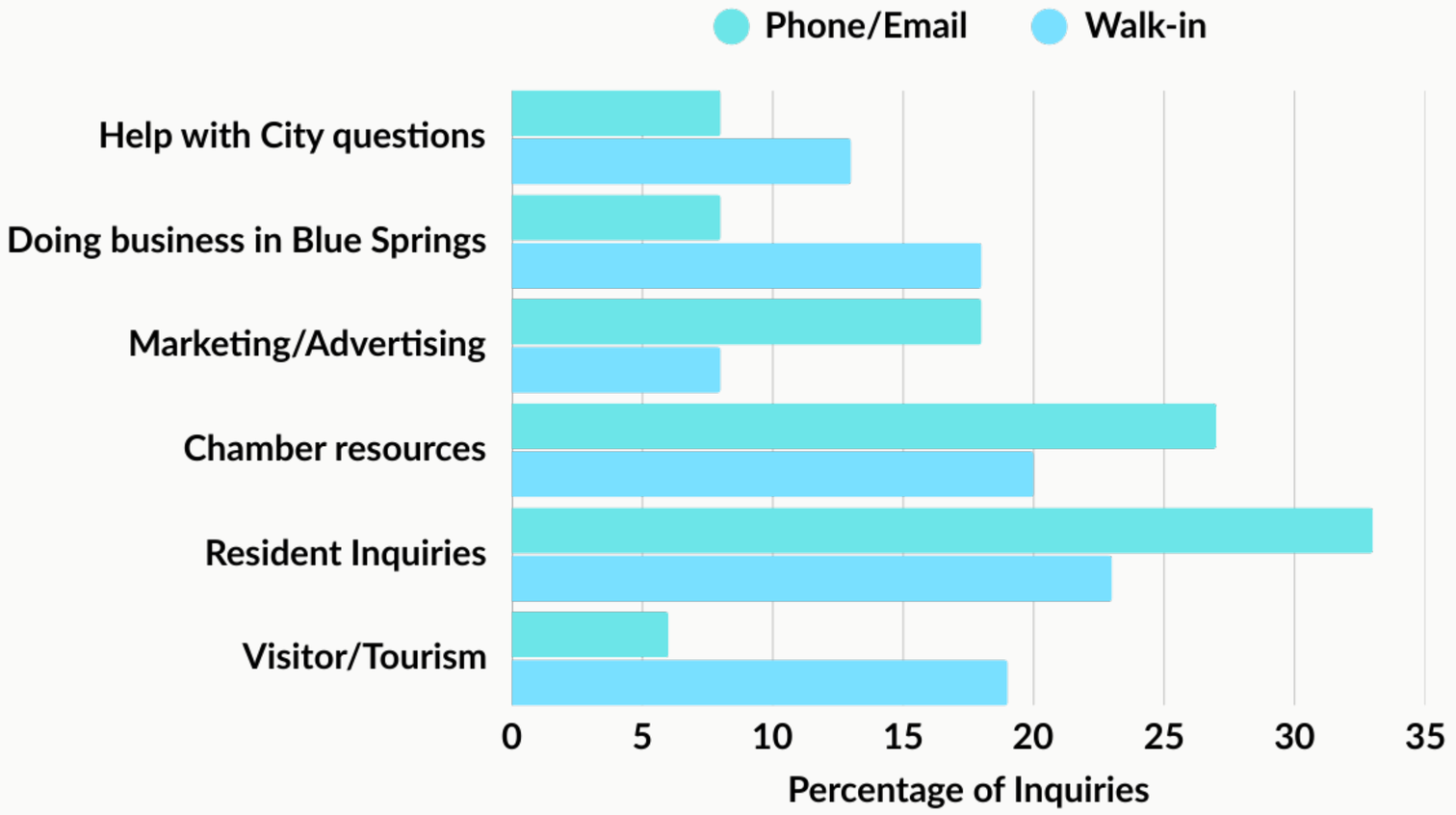
BLUE SPRINGS
Chamber of Commerce
Building Business. Growing Community.

## Program Update

2025

# WHO WE SERVE

## TYPES OF CALLS, EMAILS & IN-OFFICE VISITS WE RECEIVED IN 2025




MEMBER INQUIRIES:

60%

RESIDENT/VISITOR INQUIRIES:

40%







# SHOP SMALL & BUY LOCAL

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

2025

# PASSPORT CHALLENGE




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




## Challenge Fun Facts:

- 175 participants registered and explored our local shops and stops.
- There were 671 total check-ins at businesses around town.
- Together, participants earned an incredible 430 entries into the Grand Prize Drawing!



# IN THE PRESS




## VISIT KC EVENTS CALENDAR

FALL FUN FESTIVAL




## JAGTV

FALL FUN FESTIVAL




## KSHB 41 NEWS

FESTIVAL IMPACT ON MAIN STREET BUSINESSES

2025

Tree Farms & Lots | Holiday Lights | Grand Holiday Displays | Santa Sightings

Advanced Filters | Kid Friendly | Outdoor Activity | Indoor Activity | Dog Friendly | Free | Dona



Holiday Lights

## Comcast/Xfinity North Pole Trail of Lights

Rotary Park, 600 NW Vesper St, Blue Springs, MO 64014, USA
Dec 02, 2025 - Dec 30, 2025

Experience the magic of the holidays at Rotary Park during the North Pole Trail of Lights, a walk-through winter wonderland featuring more than 250,000 lights, glowing walk-through ornaments, and the dazzling 40-foot Mayor's Christmas Tree.

**Tell us about your activity/event :** Free

Kid Friendly | Outdoor Activity | Free

Mark as Visited | Get Directions | Get Route | More Info

View More | Select More




Near Me

# KC OPEN

- 160 participants in the open division
- Over 900 in person spectators and supporters
- Broadcast on live TV
- Promoted our hotels, shops & restaurants




## INTERNATIONAL POOL TOUNAMENT

## JULY 18-20, 2025

2025

# CURLING CLUB

## 800 VISITORS

There were an estimated 800 visitors to Blue Springs during the Curling Club's peak season from October to April.

## WEEKLY IMPACT

An estimated 200 area league play & practices occur each week during curling season.




## 350 MILE RADIUS

The Kansas City Curling Club is the only dedicated facility within 350 miles. It attracts curlers from Kansas, Illinois, Nebraska, Arkansas, Colorado,  Oklahoma, Minnesota, California, Wisconsin, Texas, Arizona, New York, Alabama, South Dakota, Canada & Scotland.

2025

# CENTERLINE VOLLEYBALL COMPLEX

## WINTER

Attracts 2000 visitors for indoor volleyball attracting players from the KC Metro, Jefferson City, Sedalia & Columbia.

## SPRING

League play attracts 500 visitors per session. 75% of league players are from outside of Blue Springs.

Centerline is the only facility of it's kind until you get to Kansas.



2025

# HAMPTON INN

## KANSAS CITY / BLUE SPRINGS

When the Chiefs game is in town, Hampton Inn is filled with 50% Chiefs fans and 50% visiting team fans.






2025

# SUPPORTING OUR YOUTH

## WOOD BAT TOURNAMENT

Attracts hundreds of tournament visitors from 5 different states.




## RWL TOURISM PROJECT

Students collaborated on tourism events to retain young residents after High School.



# MEET ME FOR LUNCH




2025




JOHNNY'S TAVERN

# BEFORE & AFTER HOURS NETWORKING



BLUE SURF BAY



TRAIN DEPOT




KC CURLING CLUB

# LOOKING FORWARD TO 2026

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




VISIT KC

2025

# THANK YOU!




2025