CITY COUNCIL MEETING  
December 2, 2019 6:00 p.m.  
Council Chambers  
Howard L. Brown Public Safety Building  
1100 SW Smith  
Blue Springs, Missouri

PLEASE NOTE:  
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 located at the entrance of the Multipurpose Room. After completion, the form is to be given to the City Clerk.

1. Call meeting to order

2. Pledge of Allegiance

3. Consent Agenda

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

   a. Minutes of the November 18, 2019 City Council Meeting
   b. Resolution No. 73-2019 approving disposition of records
   c. Resolution No. 74-2019 approving contract for processing and printing of utility bills

4. Introduction and readings of Bill No. 4715 Amending Ordinance No. 4633 approving Final Plat for Colonial Gardens 1st Plat

5. Introduction and readings of Bill No. 4716 approving the appointment and compensation for Presiding Municipal Judge

6. Presentation – Eastern Jackson County Shared Services Initiative

7. Mayoral Announcements  
   Thoughts to Ponder

8. Visitors

9. Executive Session – Discussion relating to litigation pursuant to Section 610.021(1), RSMo.

Miscellaneous Items
Mayor’s Christmas Tree Lighting Ceremony – Tuesday, December 3, 5:30 PM – City Hall, 903 W Main
Planning Commission Meeting – Monday, December 10, 6:30 PM – Council Chambers – Public Safety Building, 1100 SW Smith
Park Commission Meeting – Tuesday, December 10, 6:00 PM – Administration
Conference Room – Blue Springs Fieldhouse, 425 NE Mock
Public Art Commission Meeting – Wednesday, December 11, 3:30 PM – Administration Conference Room – Blue Springs Fieldhouse, 425 NE Mock
Board of Adjustment Meeting – Wednesday, December 11, 6:30 PM – Council Chambers – Public Safety Building, 1100 SW Smith
Land Bank of Blue Springs Meeting – Monday, December 16, 3:00 PM – Administration Conference Room – City Hall, 903 W Main
City Council Meeting – Monday, December 16, 6:00 PM – Council Chambers – Public Safety Building, 1100 SW Smith
Economic Development Council Meeting – Wednesday, December 18, 8:00 AM – Training Room – City Hall, 903 W Main
City Offices Closed – Christmas Day – December 25
Planning Commission Meeting – Monday, December 30, 6:30 PM – Council Chambers – Public Safety Building, 1100 SW Smith
City Offices Closed – New Year’s Day – January 1
City Council Meeting – Monday, January 6, 6:00 PM – Council Chambers – Public Safety Building, 1100 SW Smith

Agenda was posted at City Hall and on the City’s website on Tuesday, November 26, 2019.

Sheryl Morgan, City Clerk
TO: Mayor, City Council, Department Directors, and Press

FROM: Eric Johnson City Administrator

DATE: November 26, 2019

SUBJECT: Agenda Explanations

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

Item 3c – Processing and Printing of Utility Bills
Adopt a Resolution approving a contract in the amount of $121,250 with TouchPoint Customer Communications, Inc., for processing and printing of water & sewer utility bills. Refer to Council Information Form from Karen Van Winkle, Director of Finance for additional information.

Item 4 – Amend Ordinance No. 4633 approving Final Plat for Colonial Gardens 1st Plat
Approval of a Bill amending Ordinance 4633 approving the Final Plat for Colonial Gardens 1st Plat on November 21, 2016, to extend the required Letter of Credit for an additional three years through November 21, 2022. The amendment also requires the owner to Petition to annex 9 acres of property (Parcel 41-800-03-02-0-00-000) into the City of Blue Springs. The updated Letter of Credit has been secured and is included in this request. Refer to Council Information Form from Tom Cole, Director of Community and Economic Development for additional information.

Item 5 – Appointment of Presiding Municipal Judge
Passage of a Bill approving the appointment and compensation for Presiding Municipal Judge pursuant to Section 125.095 of the Blue Springs Code of Ordinances. Refer to Council Information Form from City Administrator Eric Johnson for additional information.

Item 6 – Eastern Jackson County Shared Services Initiative
Christine Cates, Assistant City Administrator, and team members will present the Eastern Jackson County Shared Services Initiative Year One Report. Refer to Council Information Form from Assistant City Administrator, Christine Cates, for additional information.
A meeting of the City Council of the City of Blue Springs, Missouri, was held on Monday, November 18, 2019, 6:00 p.m. in the Council Chambers of the Howard L. Brown Public Safety Building, 1100 Smith Street with Mayor Carson Ross presiding.

COUNCILMEMBERS IN ATTENDANCE

Jerry Kaylor
Chris Lievsay
Ron Fowler
Galen Ericson
Kent Edmondson
Susan Culpepper

Also present were City Administrator Eric Johnson, Assistant City Administrator, City Attorney Jacqueline Sommer, and Deputy City Clerk Julia Porter.

CALL MEETING TO ORDER

Mayor Ross called the meeting to order at 6:00 p.m. and led in the Pledge of Allegiance.

CONSENT AGENDA

Councilmember Edmondson moved to approve the following Consent Agenda items and the motion was seconded by Councilmember Ericson.

- Minutes of the November 4, 2019 City Council Meeting and the November 12, 2019 City Council Special Meeting
- Resolution No. 72-2019 adopting a Policy that establishes guidelines for roadside memorials erected in the rights-of-way

The Consent Agenda was approved with the following vote:

Kaylor – Aye
Lievsay – Aye
Fowler – Aye
Ericson – Aye
Edmondson – Aye
Culpepper – Aye
Mayor Ross – Aye

INTRODUCTION AND 1ST READING – BILL NO. 4713 – FINAL PLAT FOR THE GARDENS AT CHAPMAN FARMS (PF-09-19-7082)

Councilmember Culpepper introduced Bill No. 4713 approving the Final Plat for The Gardens at Chapman Farms 2nd Plat, Lots 55-73 and Tracts F-I (PF-09-19-7082). Deputy City Clerk Julia Porter made the first reading of Bill No. 4713 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 4713 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Culpepper and carried unanimously.

2ND READING – BILL NO. 4713

Ms. Porter made the second reading of Bill No. 4713 by title. Councilmember Fowler moved to adopt Bill No. 4713 upon its second reading and give it ORDINANCE NO. 4871, with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Ericson and carried with the following vote:
Councilmember Culpepper introduced Bill No. 4714 approving Chapter 625 Cigarettes of the Code of Ordinances, City of Blue Springs, Missouri, Sections 625.010 Definitions, 625.020 Sales to Minors Prohibited, and 625.025 Possession By Minors Prohibited, to define electronic cigarettes and to raise the minimum age to twenty-one for the purchase and possession of electronic cigarettes. Deputy City Clerk Julia Porter made the first reading of Bill No. 4714 by title; copies of the proposed Bill having previously been made available to the public.

City Attorney Jackie Sommer recommended a motion be made to amend Bill No. 4714 to reflect that the Public Safety Citizens Advisory Board does not recommend the approval of amendments to Chapter 625 related to electronic cigarettes.

Councilmember Culpepper moved to amend Bill No. 4714 to add that the Public Safety Citizens Advisory Board does not recommend the approval of amendments to Chapter 625 related to electronic cigarettes. Motion seconded by Councilmember Ericson and, after Council discussion, carried unanimously.

Councilmember Fowler moved to approve Bill No. 4714, as amended, upon its first reading and proceed with the second reading. Motion seconded by Councilmember Culpepper.

Councilmember Ericson read a statement from Dr. Paul Kinder, Superintendent of Blue Springs School District, which is attached to these Minutes and incorporated herein. After Council discussion, the motion carried with the following vote:

<table>
<thead>
<tr>
<th>Aye</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fowler</td>
<td>Ericson</td>
</tr>
<tr>
<td>Fowler</td>
<td>Aye</td>
</tr>
</tbody>
</table>

Ms. Porter made the second reading of Bill No. 4714, as amended, by title. Councilmember Fowler moved to adopt Bill No. 4714 upon its second reading and give it ORDINANCE NO. 4872, with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Culpepper and carried with the following vote:

<table>
<thead>
<tr>
<th>Aye</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fowler</td>
<td>Ericson</td>
</tr>
<tr>
<td>Fowler</td>
<td>Aye</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Aye</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fowler</td>
<td>Ericson</td>
</tr>
<tr>
<td>Fowler</td>
<td>Aye</td>
</tr>
</tbody>
</table>
PRESENTATION – LAND BANK ANNUAL REPORT

Julia Porter, Board Secretary for the Land Bank of Blue Springs, presented the Land Bank Annual Report for FY 2018-19. A copy of the Annual Report is attached to these Minutes and incorporated herein.

MAYORAL ANNOUNCEMENTS

Thoughts to ponder:

“Be who you are and say what you feel, because those who mind don’t matter and those who matter don’t mind.”

( Dr. Seuss )

CLOSED SESSION

At 6:27 p.m., Councilmember Kaylor moved for the Council go into closed session pursuant to Section 610.021(3), Revised Statutes of Missouri, for the purpose of privileged communications between a governmental body or its representative and legal counsel relating to personnel matters, and that any minutes, documents and other records discussed or taken during the closed session remain closed, and that the special meeting of this body stand adjourned at the completion of such session. Motion seconded by Councilmember Culpepper and carried with the following votes:

Ericson – Aye
Edmondson – Aye
Culpepper – Aye
Kaylor – Aye
Lievsay – Aye
Fowler – Aye
Mayor Ross – Aye

CITY OF BLUE SPRINGS

ATTEST:

___________________________________
Carson Ross, Mayor

Julia Porter, Deputy City Clerk
CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: November 18, 2019

SUBMITTED BY: Sheryl Morgan

DEPARTMENT: Administration

☐ Ordinance ☒ Resolution ☐ Presentation ☐ Public Hearing

☐ Contract ☐ Discussion ☐ Economic Dev. ☐ Other

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

BACKGROUND/JUSTIFICATION
Exhibit A to the Resolution lists the records from the Information Technology department 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

<table>
<thead>
<tr>
<th>Estimated Start Date</th>
<th>Estimated End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Immediately</td>
<td>N/A</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Requesting Director:</th>
<th>Budget:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sheryl Morgan</td>
<td>N/A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Legal:</th>
<th>City Administrator:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jacqueline A. Sommer</td>
<td>Eric Johnson</td>
</tr>
</tbody>
</table>
Resdution No. 73-2019

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 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 of Blue Springs hereby authorizes the Records Manager or his or her designee to properly dispose of the records listed in the disposition list attached as Exhibit “A” and incorporated herein.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, Missouri, this 2nd day of December 2019.

CITY OF BLUE SPRINGS

_________________________
Carson Ross, Mayor

ATTEST:

_________________________
Sheryl Morgan, City Clerk
The Records Manager respectfully requests authority to destroy the inactive records listed below:

<table>
<thead>
<tr>
<th>BOX NO./ Item</th>
<th>Date of Record(s)</th>
<th>Contents</th>
<th>Destruction Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>10/31/2018-11/30/2018</td>
<td>All employee emails in the Sent Items, Deleted Items, Junk, and Clutter Folders</td>
<td>12/03/2019</td>
</tr>
</tbody>
</table>

To be completed by Records Manager:

STATE OF MISSOURI
COUNTY OF JACKSON
CITY OF BLUE SPRINGS

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

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

______________________________
CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: November 18, 2019

SUBMITTED BY: Karen Van Winkle   DEPARTMENT: Finance/Utility Billing

<table>
<thead>
<tr>
<th>Ordinance</th>
<th>Resolution</th>
<th>Presentation</th>
<th>Public Hearing</th>
<th>Contract</th>
<th>Discussion</th>
<th>Economic Dev.</th>
<th>Other</th>
</tr>
</thead>
</table>

ISSUE/REQUEST
Adopt a Resolution approving a contract in the amount of $121,250 with TouchPoint Customer Communications, Inc., for processing and printing of water & sewer utility bills.

BACKGROUND/JUSTIFICATION
Since October 2008, the City has contracted with The Mailing Company dba Strahm Automation and Mailing Company for processing, printing and mailing its water and sewer bills. At that time, the City ‘piggy-backed’ on a contract through the City of Lee’s Summit, Missouri.

A Request for Bids for Processing and Printing of Water & Sewer Utility Bills was posted on October 1, 2019, with bids being publicly opened and read aloud on October 14, 2019. Eleven bids were received and reviewed by staff. TouchPoint Customer Communications, Inc. met all the specifications within the bid and was determined to have submitted the best and most advantageous bid to the City.

The Finance Department now recommends the City enter into a contract with TouchPoint Customer Communications, Inc. 3932 Miller Road, Newton Square, PA 19073, for processing and printing of water and sewer utility bills.

The term of the contract will begin upon approval by City Council, full execution by both parties, and will expire September 30, 2022, with the option of two additional one-year renewals. Set up of the City of Blue Springs portal, training on the portal, and ordering of stock will begin upon full execution of contract with a “go live” date of February 1, 2020. The first bills scheduled to produce through TouchPoint will be transferred via secure upload for printing on February 11, 2020. The existing contract will expire with Strahm Automation and Mailing on January 31, 2020; giving Utility Billing the time needed for set up, training and testing with TouchPoint.

FINANCIAL IMPACT

<table>
<thead>
<tr>
<th>Contractor:</th>
<th>TouchPoint Customer Communications, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount of Request/ Contract:</td>
<td>$121,250.00</td>
</tr>
<tr>
<td>Amount Budgeted:</td>
<td>$ 29,389.00</td>
</tr>
<tr>
<td></td>
<td>$ 111,268.00</td>
</tr>
<tr>
<td>Budget Year:</td>
<td>FY 2020</td>
</tr>
<tr>
<td>Funding Source/Account #:</td>
<td>430.13590.530100.000</td>
</tr>
<tr>
<td></td>
<td>430.13590.520300.000</td>
</tr>
</tbody>
</table>
PROJECT TIMELINE

<table>
<thead>
<tr>
<th>Estimated Start Date</th>
<th>Estimated End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 2, 2019</td>
<td>September 30, 2022</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Years and Months Contract in effect</th>
<th>Number of times renewable</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 years, 9 Months</td>
<td>2 optional, 1-year extensions</td>
</tr>
</tbody>
</table>

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

| Name of Board or Commission | N/A |

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bid tabulation
2. Resolution with contract attached as Exhibit A

REVIEWED BY

| Requesting Director: | Karen Van Winkle |
| Budget:              | Christine Cates |
| Legal:               | Jacqueline A. Sommer |
| City Administrator:  | Eric Johnson |

SUPPORTING DOCUMENTS:

<table>
<thead>
<tr>
<th>Document</th>
<th>Attached</th>
<th>If not attached, explain</th>
</tr>
</thead>
<tbody>
<tr>
<td>Secretary of State:</td>
<td>☐</td>
<td>N/A work done out of state, not required</td>
</tr>
<tr>
<td>Certificate of Insurance:</td>
<td>☑</td>
<td>Attached</td>
</tr>
<tr>
<td>E-Verify Affidavits:</td>
<td>☑</td>
<td>Attached</td>
</tr>
<tr>
<td>E-Verify proof of enrollment:</td>
<td>☑</td>
<td>Attached</td>
</tr>
<tr>
<td>Bond:</td>
<td>☐</td>
<td>Not Required</td>
</tr>
<tr>
<td>Wage Order, by reference</td>
<td>☐</td>
<td>Wage Order Number: N/A</td>
</tr>
<tr>
<td>IRS Form W-9:</td>
<td>☑</td>
<td>Attached</td>
</tr>
<tr>
<td>Bid/RFP/RFQ:</td>
<td>☑</td>
<td>Attached</td>
</tr>
<tr>
<td>Bid/RFP/RFQ Tabulation:</td>
<td>☐</td>
<td>See Exhibit B – Bid Tab Sheet</td>
</tr>
<tr>
<td>Bid Waiver: (less than three bids)</td>
<td>☐</td>
<td>N/A</td>
</tr>
<tr>
<td>Contractor address and email:</td>
<td>☑</td>
<td>3932 Miller Road Newton Square, PA 19073 <a href="mailto:cmcgee@touchpoint-cc.com">cmcgee@touchpoint-cc.com</a> <a href="mailto:dgill@touchpoint-cc.com">dgill@touchpoint-cc.com</a> <a href="mailto:jgill@touchpoint-cc.com">jgill@touchpoint-cc.com</a></td>
</tr>
<tr>
<td>Project Exemption Certificate needed:</td>
<td>☐</td>
<td>N/A</td>
</tr>
<tr>
<td>Other:</td>
<td>☐</td>
<td></td>
</tr>
<tr>
<td>Exhibits</td>
<td>☐</td>
<td></td>
</tr>
<tr>
<td>ITEM DESCRIPTION</td>
<td>UNIT PRICE</td>
<td>TOTAL PRICE</td>
</tr>
<tr>
<td>------------------</td>
<td>------------</td>
<td>-------------</td>
</tr>
<tr>
<td>Set up Cost</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Additional Costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Folding, Inserting, Sorting and Mailing</td>
<td>$250,000</td>
<td></td>
</tr>
<tr>
<td>Cost to add extra inserts (price per piece inserted)</td>
<td>$0.01847</td>
<td></td>
</tr>
<tr>
<td>#9 return envelopes, printing 1 color (black only)</td>
<td>$250,000</td>
<td></td>
</tr>
<tr>
<td>#10 window 24 WV, printing 2 color (black only)</td>
<td>$129,042.50</td>
<td></td>
</tr>
<tr>
<td>Cost to print per Utility Bill that includes Processing,</td>
<td>$0.015000</td>
<td></td>
</tr>
<tr>
<td>250# white stock perforated at bottom portion</td>
<td>$0.00300</td>
<td></td>
</tr>
<tr>
<td>60# white stock perforated at bottom portion</td>
<td>$0.001500</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual Utility Billing Supervisor</td>
<td>$139,500.03</td>
<td></td>
</tr>
<tr>
<td>Total Costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grand Total</td>
<td>$116,015.00</td>
<td>$139,500.03</td>
</tr>
</tbody>
</table>
A RESOLUTION APPROVING A CONTRACT WITH TOUCHPOINT CUSTOMER COMMUNICATIONS, INC. FOR PRINTING AND MAILING OF THE CITY’S UTILITY BILLS

WHEREAS, the City has contracted with The Mailing Company dba Strahm Automation and Mailing Services ("Strahm") since October 8, 2008, (Res.95-2008) for printing and mailing the City’s water and sewer bills; and

WHEREAS, the current contract with Strahm expires January 31, 2020; and

WHEREAS, on October 1, 2019 a Request for Bids for Processing and Printing of Water & Sewer Bills was issued with a closing date of October 14, 2019; and

WHEREAS, eleven bids were received and opened publicly; and

WHEREAS, bids were evaluated and TouchPoint Customer Communications, Inc. was selected to have the best and most advantageous bid for the City; and

WHEREAS, The Finance/Utility Billing Department now recommends that the City award the contract to TouchPoint Customer Communications, Inc. for work based on the scope of service defined in the bid documents.

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

Section 1: The City Administrator has the authority and is hereby authorized to enter into a contract for the printing and mailing of the City’s utility bills with TouchPoint Customer Communications, Inc., 3932 Miller Road, Newton Square, PA 19073 in the amount of $121,250.00 for printing and mailing of the City’s water and sewer bills attached hereto and incorporated herein as Exhibit A.

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 2nd day of December 2019.

CITY OF BLUE SPRINGS

Carson Ross, Mayor

ATTEST:

Sheryl Morgan, City Clerk
CONTRACTOR CONTRACT

THIS CONTRACT made and entered into this _______ day of December 2019, by the parties identified above.

WITNESSETH:

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

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

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

1. **Services.** The City agrees to engage the services of the Contractor and the Contractor agrees to perform the services hereinafter set forth in connection with projects described in Exhibit 1 in accordance with the standard of care, skill, expertise, materials, and requirements set forth in the drawings and specifications.

2. **Addition to Services.** The City may add to the Contractor services or delete therefrom activities based on unit cost as set forth in Exhibit 1 or the bid document(s) associated with this Contract, or by written Change Orders that may be agreed to by both the City and Contractor, provided that the total cost of such work will be added to, or deleted from, the total cost as specified in Paragraph 6 hereof. The Contractor shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the Department Head for the City as related to this contract, or his designee, with approval of the City Council if required, and shall be accepted and countersigned by the Contractor.
3. **Exchange of Data.** All information, data, plans, and reports in the City’s possession and necessary for the carrying out of the work, shall be furnished to the Contractor without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

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

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

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

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

    b. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this contract exceed, the sum of **$121,250.00** unless agreed to by City and Contractor in writing.

8. **Termination of Contract.**
   
a. **Termination for breach.** Failure of the Contractor to fulfill Contractor’s obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in **Exhibit 1** shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written
notice of termination to the Contractor by one of three different means: Facsimile Transmission ("FAX") if Contractor has a FAX number; 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 the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Contractor or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished deconstruction, reconstruction, new construction, repairs, and materials as required of the Contractor under this contract shall at the option of the City become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such project; provided, that the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Contractor.

b. **Termination for Convenience.** The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

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

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

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

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

13. **Compliance with Laws.** Contractor agrees to comply with all applicable federal, state and local laws, including but not limited to “prevailing wage” and “Davis-Bacon”, or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by contractor is current.

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

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

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

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

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

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

18. **Insurance.** Contractor agrees to maintain insurance as set forth below and provide to City certificates of coverage evidencing said coverage at the time of signing 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 $2,000,000 combined single limit for bodily injury and property damage per occurrence with City named as an additional insured on the policy.

b. Workers’ Compensation: Statutory requirements.

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

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

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. 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. 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 with regard to sovereign or any other immunity or defense under Federal Law, Missouri Law or Municipal Law or Regulation.

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

The following two Affidavits shall be used by the contractor and any subcontractors that are required to sign affidavits:
AFFIDAVIT AND PROVISION OF DOCUMENTATION

STATE OF MISSOURI )
) ss.
COUNTY OF JACKSON )

Affiant, _____________________, the _________________(title) of ______________________________ (contractor’s full name) having been duly sworn, states upon his/her oath:

1. My name is__________________. I am a representative of the business entity, or a subcontractor of the business entity, entering into this contract with the City of Blue Springs who is authorized to sign this affidavit on behalf of that business entity.

2. I hereby swear or affirm the above named business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

3. I also swear and affirm to the accuracy of the attached documentation evidencing the above named business entity’s enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

FURTHER AFFIANT SAYETH NOT.

____________________________
(Print Name & Title)

Subscribed, acknowledged, and sworn to before me by ____________this _____ day of ____________, 20__.  

____________________________
Notary Public

My Commission Expires:
AFFIDAVIT CONCERNING EMPLOYMENT OF UNAUTHORIZED ALIENS

STATE OF MISSOURI ) ss.
COUNTY OF JACKSON )

Affiant, _______________________, the _____________(title) of ___________________________ (contractor’s full name) having been duly sworn, states upon his/her oath:

1. My name is___________________. I am a representative of the business entity, or a subcontractor of the business entity, entering into this contract with the City of Blue Springs who is authorized to sign this affidavit on behalf of that business entity.

2. I hereby swear or affirm the above named business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

FURTHER AFFIANT SAYETH NOT.

__________________________________________
(Print Name & Title)

Subscribed, acknowledged, and sworn to before me by __________this _____ day of __________, 20____.

__________________________________________
Notary Public

My Commission Expires:
21. **Notices.** All notices required or permitted hereunder and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. 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. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

22. **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.

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

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

**CONTRACTOR:** TouchPoint Customer Communications, Inc.

By:______________________________
Name: Diane R Gill
Title: President & CTO

**CITY OF BLUE SPRINGS, MISSOURI**

_____________________________
Eric Johnson, City Administrator

APPROVED AS TO FORM

_____________________________
City Attorney
Exhibit 1 to Contract

Scope of Work

<table>
<thead>
<tr>
<th>Name of Contractor</th>
<th>TouchPoint Customer Communications, Inc.</th>
</tr>
</thead>
</table>

**Scope of Work (Job Description)**

TouchPoint will provide a personalized portal for the City of Blue Springs to securely upload weekly data files for processing and printing, intelligent inserting, mailing and fulfillment of the utility statements.

The City of Blue Springs Utility Billing will have the ability to view the PDF image of the finished documents prior to production, having the ability to exclude specific records from the bill processing prior to the final print and mailing.

TouchPoint will extract the mailing address for verification with the USPS’s National Change of Address processing, providing the City with any “move in, move out” address information changes to ensure that it has the most current customer mailing addresses within its system.

Upon contract approval, TouchPoint will order all products for the first year of the contract and will warehouse, and will order in bulk yearly to provide the City with better reduced pricing.

TouchPoint will require one months’ postage to be held in escrow and will then provide a monthly invoice for processing and mailing performed monthly to reimburse escrow. Postage rates are to be based on the lowest trayed USPS rate available and are subject to change with any USPS rate increase. TouchPoint will provide at least a 30-day notice of any rate increase for postage.

The City will produce the billing file, upload the file to the portal and apply the final approval. Touchpoint will then complete the printing process, inserting, and delivery to a USPS approved mail entry unit within a 24 hour turn around time of the file approval.

The term of the contract will begin upon approval by City Council, full execution by both parties, and will expire September 30, 2022, with the option of two additional one-year renewals. Set up of the City of Blue Springs portal, portal training and ordering of stock will begin upon full execution of contract with a “go live” date of February 1, 2020. The first bills scheduled to produce through TouchPoint will be transferred via secure upload for printing on February 11, 2020.

The Scope of Work incorporates terms of the Invitation for Bid, attached hereto as “Exhibit 2”.

Approved by the City Attorney: 11/19/2019
### Start Date

December 2, 2019

<table>
<thead>
<tr>
<th>Interim Deadlines</th>
<th>Date</th>
<th>Phase of Project To Be Completed</th>
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<tbody>
<tr>
<td>(if applicable)</td>
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</table>

| Final Completion Deadline | September 30, 2022, with two optional one-year renewal extensions. |
| Reimbursable Expenses    | ☑️ None ☐ Travel, Lodging, Meals, Phone Calls, Copying, Postage |

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<tr>
<th>Maximum Payment</th>
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<tbody>
<tr>
<td>$121,250.00</td>
<td>☑️</td>
<td>Maximum Payment for Services Rendered</td>
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<td>$00.00</td>
<td>☐</td>
<td>Maximum Amount Of Expenses To Be Reimbursed</td>
</tr>
<tr>
<td>$121,250.00</td>
<td>☑️</td>
<td>Total Maximum Amount To Be Paid To Contractor</td>
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<table>
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<tr>
<th>Method of Payment</th>
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<tr>
<td>☐ Lump Sum Of Entire Amount Upon Satisfactory Completion of Project</td>
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<tr>
<td>☐ Monthly Payments Based On Rate of $____________ Per Hour</td>
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<tr>
<td>☑️ Incremental payments to be invoiced monthly.</td>
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<tr>
<td>☐ ____% retainage held until completion of project.</td>
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</table>
CITY OF BLUE SPRINGS
WATER AND SEWER BILLING DEPARTMENT/FINANCE
903 W. MAIN STREET
BLUE SPRINGS, MO 64015

816-816-4449 Phone  boverstreet@bluespringsgov.com
816-816-0106 Phone  kvanwinkle@bluespringsgov.com
Fax 816-220-4513

The City of Blue Springs will accept Paper Bids, mailed or delivered in a sealed envelope to the City of Blue Springs Utility Billing/Finance Division address listed above, from qualified persons or firms interested in providing the following:

PROCESSING AND PRINTING OF WATER & SEWER UTILITY BILLS
IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS

SUBMISSIONS NEED TO BE RECEIVED NO LATER THAN 1:00 PM, MONDAY, OCTOBER 14, 2019, AT THE ABOVE ADDRESS.
WITH BIDS BEING OPENED AT 3:00 PM, LOCAL TIME, ON MONDAY, OCTOBER 14, 2019 IN MEETING ROOM 203.

The deadline for questions regarding the Bid is Friday, October 4, 2019 at 12:00 noon. All questions must be emailed to boverstreet@bluespringsgov.com, questions and responses will be posted to the City’s website by 5:00 pm on Monday, October 7, 2019.

The City reserves the right to reject any and all submittals, to waive technical defects, and to select the submittal(s) deemed most advantageous to the City.

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below.

Respondent is REQUIRED to complete, sign and return this form with their submittal.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Authorized Person (Print)</th>
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<tr>
<th>Address</th>
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<th>Date</th>
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<tr>
<td>Form provided (This form must be signed, notarized and submitted prior to the issuance of a contract-if applicable (over $5,000).)</td>
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<td>E-VERIFY PROGRAM’S MEMORANDUM of UNDERSTANDING ELECTRONIC SIGNATURE PAGE (Must be submitted prior to the issuance of a contract-if applicable, over $5,000)</td>
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INVITATION FOR BID:
The City of Blue Springs will accept sealed bids from qualified persons or firms for Processing, Postage, and Mailing of Utility Bills, as a yearly contract (see SCOPE below describing the term of the contract). Bids must be received in a sealed envelope, to Beth Overstreet, Utility by 1:00 pm, local time, Monday, October 14, 2019 at the Utility Billing counter, 903 W. Main Street, Blue Springs, MO 64015. Bids will be opened at 3:00pm, Monday, October 14, 2019 in the City Hall, Admin Conf Rm #203, 903 W. Main, Blue Springs, MO 64015. No decisions related to the award of a contract will be made at the opening.

For any agreement greater than $5,000, the successful proposer shall comply with § 285.530, RSMo, as amended, and by sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien and provision of documentation affirming its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this contract. The required documentation must be from the federal work authorization program provider. Letter from contractors reciting compliance is not enough. All proposals should include the signed and notarized Work Authorization Affidavit and the electronic signature page from the E-Verify program.

SCOPE:
To provide Processing and Mailing of the Water and Sewer Utility Bills on an, as needed basis. The term of the contract will begin upon approval by City Council, full execution by both parties, and will expire September 30, 2022, with the option of two additional one-year renewals. Set up will begin upon full execution of contract with a “go live” date of February 1, 2020.
1.0 INSTRUCTIONS TO BIDDERS:

1.1 The City reserves the right to reject any and all bids, to waive technical defects in bids, and to select the bid(s) deemed most advantageous to the City.

1.2 The bidder MUST complete EVERY SPACE in the section marked “OFFEROR’S BID” through the use of either a “YES” to indicate that the item being bid is exactly as specified, OR “NO” and the item number, manufacturer and a description shall be provided to indicate any deviation of item being bid from the specifications or proposed alternate.

1.3 Bids submitted made on separate forms are NOT acceptable unless specified in the bid document. Failure to complete bid forms to the satisfaction of the Utility Billing Supervisor or Finance Director may result in rejection of your bid.

1.4 It is the responsibility of each bidder before submitting a bid to examine the bidding documents thoroughly and request written interpretation or clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. Requests for clarification must be received, via email to boverstreet@bluespringsgov.com, no later than Friday, October 4, 2019 at 12:00 noon, local time.

1.5 Changes to the specifications, provisions, or terms and conditions will not be allowed except by written addendum issued by the Utility Billing Supervisor or Director of Finance. Verbal explanations or instructions given prior to award will not be binding.

1.6 Quantities stated herein represent an estimate for the period stated. Orders shall be placed for actual requirements, as needed or as actual bills are submitted for printing.

1.7 Bidder shall quote net costs of all goods and services requested and all quotes shall include postage and all transportation to destination for mailing with inside delivery to a USPS postal station or office.

1.8 Bids will be publicly opened at the time indicated on the Invitation for Bid. The bidders and the public are invited, but not required to attend the formal opening of bids. No decisions relating to the award of a contract will be made at the opening.

1.9 The City reserves the right to award this contract in its entirety or to split the contract among bidders, whichever is in the best interest of the City. The City may accept any item or group of items of the bid unless qualified by specific limitation of the bidder.

1.10 Whenever a material, article, or piece of equipment is identified on the plans or specifications by reference to a manufacturer's or vendor's name, trade name, catalog number, etc., it is intended merely to establish a standard. Any material or article or piece of equipment of other manufacturers and vendors, which will perform adequately the duties imposed by the general design, will be considered equally acceptable, provided the proposed material, article, or equipment is, in the opinion of the City, of equal substance and function. When the manufacturer is referenced and the words “or approved alternate” do not follow, it shall be deemed that the words “or approved alternate” shall follow such designations unless the material, article, or piece of equipment is identified as “no substitutes.” The City in its sole discretion may reject proposed substitute items. PLEASE SUBMIT DESCRIPTIVE LITERATURE WITH ALTERNATE BIDS.

1.11 Evaluation Criteria:
   Any award shall be based upon the lowest and best bid that meets specifications, taking into consideration the Provider's ability to meet specifications, equipment, evidence of financial stability, experience in the Industry, availability of the Provider to the City for efficient production and delivery, personnel qualifications, and references.

1.12 Items required for this contract qualify for exemption from taxes in accordance with RSMo Section 144.062, the Missouri Department of Revenue has exempted all or those certain items of the contract from State and local sales and use taxes.
2.0 SPECIFIC REQUIREMENTS OF BID:

2.1 Renewal Option:
   2.1.1 The term of the contract will begin upon approval by City Council, full execution by both parties, and will expire September 30, 2022, with the option of two additional one-year renewals. Set up will begin upon full execution of contract with a “go live” date of February 1, 2020.
   2.1.2 Adjustments in cost at the beginning of each renewal period will be limited to the current Federal Consumer Price Index “CPI-U, All Items” (Urban Consumers) rate.
   2.1.3 If the Contractor requests an increase in compensation for any renewal period, the Contractor shall notify the City, (Utility Billing Supervisor, and/or the Finance Director) no less than sixty (60) days prior to the end of the contract period and shall provide evidence supporting the increased costs incurred by the Contractor for any element of the bid for which an increase is requested.
   2.1.4 The City shall notify the Contractor in writing of the intent to exercise the renewal option. However, failure to notify the Contractor does not waive the City’s right to exercise the renewal option.

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

2.3 Insurance: The successful bidder must provide Certificate of Insurance in accordance with all requirements shown in the insurance requirements section of this document prior to award of contract.

2.4 For prompt payment, all invoices need to be emailed boverstreet@bluespringsgov.com and Accounts Payable at apinvoices@bluespringsgov.com

2.5 A Purchase Order shall be given to the Contractor upon notice to proceed based upon estimated yearly quantities and subsequent Purchase Orders will be issued upon renewal of this contract, running through September 30th each year.

2.6 The Department contact, for this awarded contract shall be Utility Billing Department, located at 903 W. Main St., Blue Springs, MO 64015. The contact person is Beth Overstreet, Utility Billing Supervisor, at 816-622-4449, or appointed staff.

2.7 Contractor’s responsibility—All work must be performed by skilled, experienced personnel, directly employed, supervised and trained to work with materials and equipment of the printing trade. The contractor shall be available to City representatives “on call as needed” during production. The City reserves the right to inspect the bidder’s production facility as part of the evaluation for award.

2.8 The Utility Billing Department generates utility bills in four (4) cycles with due dates each month of the 7th, 14th, 21st, and 28th. Bills are produced 28-30 days prior to these due dates, with adjustments made for weekends and major holidays. The City will notify the vendor weekly as to when to expect the next file. The PDF billing file will be submitted via secure site. Upon receipt of the file, the Contractor must be able to print and mail within 24 hours (excluding weekends and holidays). The Utility Billing Department projects it will mail approximately 250,000 utility bills annually.

2.9 Contractor must be able to warehouse 1 year of stock at one time, for all statements, #10 envelopes and #9 envelopes in the estimated quantity of 250,000 (per year). Contractor must be able to provide inventory status of stock within 24 hours of request, if needed. Contractor shall notify City of inventory status quarterly and/or provide access for inventory counts. Contractor shall provide adequate storage for bill stock, mailing envelopes, and remittance envelopes.

2.10 The Contractor must be able to provide laser print for #10 and #9 envelopes, as seen in Exhibit C.

2.11 Samples of the utility bill PDF transfer file are available upon request.

2.12 The Water Utilities Department will permit miss feeds/printing equipment errors not to exceed 3%.
2.13 The Utility Billing department requires US Postal Service’s Business Mail Entry Units as the only acceptable facilities for mail delivery.

3.0 SPECIFICATIONS:

The Bidder must respond to all sections marked “OFFERORS BID” through the use of either a “YES,” to indicate that the item being bid is exactly as specified, OR a description to indicate any deviation of item being bid from the specifications.

<table>
<thead>
<tr>
<th>Item</th>
<th>Component</th>
<th>Specification</th>
<th>Offeror’s Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>File Transfer</td>
<td>• The City of Blue Springs Water and Sewer Utility Billing department processes bills using the Harris, Innoprise CIS, version R3.32.0 software version.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• The Utility Billing Department generates utility bills in four (4) cycles with due dates each month of the 7th, 14th, 21st, and 28th. Bills are produced 28-30 days prior to these due dates, with adjustments made for weekends and major holidays. The City will notify the vendor weekly as to when to expect the next file. The PDF billing file will be submitted via secure site. Upon receipt of the file, the Contractor must be able to print and mail within 24 hours (excluding weekends and holidays). The Utility Billing Department projects it will mail approximately 250,000 utility bills annually.</td>
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<td></td>
<td>• The billing file will be provided in a pdf file format, with front and back bill print required.</td>
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<td></td>
<td>• The contractor shall be able to process the Water and Sewer Utility Billing department bill from a pdf file.</td>
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<td></td>
<td></td>
<td>• The contractor shall provide and maintain a secure FTP site for file transfer.</td>
<td></td>
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<td></td>
<td></td>
<td>• The contractor shall maintain on-site verification of file transfer.</td>
<td></td>
</tr>
<tr>
<td>3.2</td>
<td>Processing Services</td>
<td>• Contractor shall process the utility bill file, laser print, apply postage and deliver to approved post office entry within 24 hours of receiving the file (excluding weekends and holidays).</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>• Contractor shall laser print 2-sided bills on #60 perforated white stock 8 1/2 X 11, and Z-fold forms.</td>
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<td>• Contractor shall meet all UMB LockBox processing standards for the 1/3 remittance portion, and envelope. (Refer to Lockbox standards Exhibit A)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Contractor will laser print #10 and #9 envelopes (black only), to include City logo, to contain “Presented First Class, US Postage PAID, XXXX (City), Permit No. XXXX” box in upper right area (contractors permit number), a returned address area, postal scan markings, and “place stamp here” area. (see Exhibit C for both envelopes)</td>
<td></td>
</tr>
<tr>
<td>3.3</td>
<td>Finishing Services</td>
<td>• Contractor shall fold utility bills such that the fold is in alignment with the perforated remittance. (Refer to Exhibit B billing examples). With the utility customer’s name and address viewable within the #10 window envelope. (Refer to Exhibit C, envelope example)</td>
<td></td>
</tr>
<tr>
<td></td>
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<td>• Contractor shall insert the utility bill and a #9 laser printed remittance envelope into the #10 laser printed mailing envelope. (Refer to Exhibit C, envelope example)</td>
<td></td>
</tr>
<tr>
<td>Item</td>
<td>Component</td>
<td>Specification</td>
<td>Offeror’s Bid</td>
</tr>
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<td></td>
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<td>• Contractor shall include flyers or other inserts (promotional material such as pamphlets, flyers, magnets, etc.) with the utility bill.</td>
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<td></td>
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<td>• Contractor shall bill for any production of flyers or the insertion of flyers, pamphlets, etc. separately from the regular monthly billing statements processing and postage invoice. (This is required due to other City departments or Divisions using the bill as a vessel/mail to distribute announcements, and payment for insertion/flyers will come from the requesting party).</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>• Contractor shall work with Utility Billing, when a “tag line” is needed on the mailing envelope. Pricing will be negotiated at the time these needs arise.</td>
<td></td>
</tr>
<tr>
<td>3.4</td>
<td>Mailing Services</td>
<td>• Prior to submitting the billing file for print, the City will submit to Contractor an Excel file which contains all customer address information.</td>
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<tr>
<td></td>
<td></td>
<td>• Contractor will process the file through a USPS approved address verification software in order to identify and provide updates to the City.</td>
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<tr>
<td></td>
<td></td>
<td>• Contractor shall apply the lowest First-Class Bulk postage rate available.</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>• All bills shall be mailed under the Contractors permit number.</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>• Contractor shall provide proof of quantities mailed using USPS Form 3600-R.</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>• Contractor shall deliver utility bills to an approved USPS office mail entry facility for delivery.</td>
<td></td>
</tr>
<tr>
<td>3.5</td>
<td>Inventory</td>
<td>• Contractor must be able to warehouse 1 year of stock at one time for all statements #60 white stock perforated at bottom, #10 laser printed envelopes, with logo and return address for mailing and #9 laser printer envelopes with returned lines, which is estimated at 250,000 each.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Contractor shall provide inventory status of stock within 24 hours of request.</td>
<td></td>
</tr>
</tbody>
</table>
| 3.6  | Reliability & Quality Control | • Maintains a minimum of two separate high-speed data lines for reliability or acceptable alternative  
• Provides disaster recovery measures that include off-site back up and printing. Contractor shall provide location and contact information.  
• Maintains Quality Control measures and provides procedures for reporting.  
• The quality control method must ensure integrity and security of the data. The electronic file must be imaged on the forms described above.  
• The contractor shall assist with testing with the Utility's lockbox processor to ensure quality of documents and readability of the scan line.  
• Current file format is sent in PDF form. Should the file format through the Innoprise production system change to TXT or XML the contractor must work with the City to accept these changes.  
• Contractor shall meet time frame for performance of services as outlined in Section 3.2.                                                                                                                                  |               |
<table>
<thead>
<tr>
<th>Item</th>
<th>Component</th>
<th>Specification</th>
<th>Offeror’s Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>• Samples of all bills are attached (exhibit B, regular bill, past due wording, delinquent wording, bills with Automatic Bank Draft).</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Contractor shall produce a high-quality printed document, including colors as show on billing statements.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Should contractor become unable to send mailings out within 24 hours, Contractor shall notify the City immediately and any additional costs associated with this delay will be the responsibility of the contractor.</td>
<td></td>
</tr>
<tr>
<td>3.7</td>
<td>Postage</td>
<td>• The Contractor must provide a ZIP code analysis and the best (presort or otherwise) mail rate available. The Contractor shall mail utility bills within 24 hours of receipt of file (excluding weekends and holidays)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• The Contractor shall utilize their US Postal Permit for submitting bills to the approved post office mail entry facility.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• A certificate of mailing (USPS Form 3600-R) shall be provided to Utility Billing, if requested.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Contractor shall keep the City informed of any potential USPS postal or stock increases, should they receive the information or news of pending increases.</td>
<td></td>
</tr>
<tr>
<td>3.8</td>
<td>Invoicing</td>
<td>• The Contractor will include postage/mailing, data processing, laser, lettershop, presort, weekly “change of address verification” listing, and any identified miscellaneous fees on the itemized monthly invoice submitted. The Contractor will need to clearly identify each item, the quantity, the unit price, etc., these processing items will need to be listed separately from the any monthly postage charges. Also, any charges for producing an insert or the insertion of an insert will be separately invoiced.</td>
<td></td>
</tr>
</tbody>
</table>
4.0 PRICING: Pricing shall include F.O.B. destination and inside delivery to the approved USPS office mail entry facility used.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>EST. QTY. ANNUAL</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Set up cost. (please itemize if applicable)</td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4.2</td>
<td>Unit Price per Utility Bill that includes Processing, Folding, Inserting, Sorting &amp; Mailing</td>
<td>250,000</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4.3</td>
<td>Cost to add extra inserts (price per piece inserted)</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4.4</td>
<td>#10 windows 24 WV, printing 1 color (black only)</td>
<td>250,000</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4.5</td>
<td>#9 return envelopes, printing 1 color (black only)</td>
<td>250,000</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4.6</td>
<td>60# white stock perforated at bottom portion</td>
<td>250,000</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>SUB TOTAL</td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>4.7</td>
<td>USPS First-Class bulk postage.</td>
<td>250.000</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4.8</td>
<td>Any additional cost not itemized in 4.1 through 4.7 (please include description)</td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>GRAND TOTAL (Carry total to bid page)</td>
<td></td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

5.0 Programming fees will be billed separately by Contractor, included on the monthly invoice.

Optional: During the contract year, Water and Sewer Utility Billing department may need items or services not specifically listed above. Please state below, any discounts for such purposes, from your listed prices:

_____% off list price

Does your company have any stop or close operation time periods throughout the year?

_________ Yes  __________ No

If yes, please state All time periods: __________________________________________________

________________________

---

8
6.0 **E-VERIFY**: Missouri State Statute 285.530.2, RSMo 2009, requires that we require from you annually two affidavits: (1) a signed sworn affidavit and provision of documentation, affirming your enrollment and participation in a federal work authorization program, such as E-Verify, with respect to the employees working in connection with the contracted services and (2) a signed sworn affidavit affirming that you do not knowingly employ any person who is an unauthorized alien in connection with the contracted services. I have included below those affidavits for your signature. We will also need you to provide us a copy of the document confirming that you have enrolled with E-Verify or another federal work authorization program.

If this contract is awarded to a business entity is in excess of 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 sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. 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 two Affidavits shall be used by the contractor and any subcontractors that are required to sign affidavits:

**AFFIDAVIT AND PROVISION OF DOCUMENTATION**

STATE OF MISSOURI

) ss.

COUNTY OF JACKSON

) ss.

Affiant, _______________________, the ___________________(title) of ______________________________(contractor’s full name) having been duly sworn, states upon his/her oath:

1. My name is __________________________. I am a representative of the business entity, or a subcontractor of the business entity, entering into this contract with the City of Blue Springs who is authorized to sign this affidavit on behalf of that business entity.

2. I hereby swear or affirm the above-named business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

3. I also swear and affirm to the accuracy of the attached documentation evidencing the above-named business entity’s enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

FURTHER AFFIANT SAYETH NOT.

________________________________________

(Print Name & Title) ______________

Subscribed, acknowledged, and sworn to before me by __________ this _____ day of __________, 20__. ____________________________

Notary Public
My Commission Expires:

AFFIDAVIT CONCERNING EMPLOYMENT OF UNAUTHORIZED ALIENS

STATE OF MISSOURI )
 ) ss.
COUNTY OF JACKSON )

Affiant, ______________________________________, the ______________________(title) of ______________________(contractor’s full name) having been duly sworn, states upon his/her oath:

1. My name is ______________________. I am a representative of the business entity, or a subcontractor of the business entity, entering into this contract with the City of Blue Springs who is authorized to sign this affidavit on behalf of that business entity.

2. I hereby swear or affirm the above-named business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

FURTHER AFFIANT SAYETH NOT.

________________________________________________________________________

________________________________________________________________________

(Print Name & Title)

Subscribed, acknowledged, and sworn to before me by ___________ this ____ day of __________, 20__.

________________________________________________________________________

Notary Public

My Commission Expires:
REFERENCES AND EXPERIENCE

A MINIMUM of three (3) years’ experience is required of the successful bidder, in similar services, as described in the scope. Experience and references provided by bidders shall be verified and will be a significant factor in the evaluation. Bidders are REQUIRED to provide the information below in FULL DETAIL.

<table>
<thead>
<tr>
<th>How many years has your firm been in business?</th>
<th>YEARS:</th>
</tr>
</thead>
<tbody>
<tr>
<td>List references showing contracts, held by your company, providing the same services for other municipalities or private companies. Attach a separate sheet of paper, if needed.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COMPANY NAME &amp; ADDRESS</th>
<th>CONTACT NAME &amp; PHONE NUMBER</th>
<th>DATE OF JOB:</th>
<th>DESCRIBE IN DETAIL THE SERVICES YOUR COMPANY PROVIDED:</th>
</tr>
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<tbody>
<tr>
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</table>
INSURANCE REQUIREMENTS:

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 $2,000,000 combined single limit for bodily injury and property damage per occurrence with City named as an additional insured on the policy.

b. Comprehensive Automobile Liability: $2,000,000 combined single limit with City named as an additional insured on the policy.

c. Workers’ Compensation: Statutory requirements.

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

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, except those caused by the City’s gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. 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, subcontractors 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. 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 with regard to sovereign or any other immunity or defense under Federal Law, Missouri Law or Municipal Law or Regulation.
GENERAL INSTRUCTIONS CONCERNING BID

AWARD/CONTRACT

The award of contract will be made to the lowest or best Bidder. No award will be made until all necessary investigations have been made to determine the qualifications of the Bidder under consideration.

As soon as practicable and not later than fifteen (15) calendar days after opening the Bids, the City will provide written notification to the apparent successful Bidder and provide properly prepared Contract Documents for the Contractor to use in the execution of the Contract. Refer to Exhibit D, Sample Contract.

In the event the properly executed Contract Documents are not confirmed by the City within forty-five (45) calendar days after their return, the Contractor may request that he be released from the contract obligation. This action by the City or the Contractor shall in no way provide any cause for claim against the City by the Contractor.
Remittance Document Standards
User Guide
Introduction

Remittance documents must conform to basic standards. Outlined in the pages that follow are UMB document standards. A well designed form will benefit your customer and enhance remittance processing of your payments. For clarification, refer to ANSI Standards.

Form Dimensions

It is critical that remittance documents conform to the following dimensions:

<table>
<thead>
<tr>
<th>Characteristics</th>
<th>Preferred Range</th>
<th>Acceptable Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Weight</td>
<td>(24 to 28 pounds)</td>
<td>(22 to 30 pounds)</td>
</tr>
<tr>
<td>Length</td>
<td>152 to 203mm (6 to 8 in)</td>
<td>121 to 225mm (4.75 to 8.88 in)</td>
</tr>
<tr>
<td>Height</td>
<td>70 to 90mm (2.75 to 3.5 in)</td>
<td>63 to 115mm (2.5 to 4.5 in)</td>
</tr>
<tr>
<td>Grain</td>
<td>Long</td>
<td>Long or short3</td>
</tr>
<tr>
<td>Thickness</td>
<td>0.102 to 0.165mm (0.004 to 0.0064 in)</td>
<td>0.076 to 0.191mm (0.003 to 0.0075 in)</td>
</tr>
</tbody>
</table>

(1) All documents under 127mm (5 in.) or over 178mm (7 in.) must be of long grain paper and have a minimum weight of 22 pounds.
(2) The length to height ratio of documents must be between 1.5:1 and 3:1
(3) Documents 22 pounds or under must be long-grained

Form Design

The form should be designed so that a natural flow of data is represented for the customer and the system. The customer name and account number is required on the remittance advice. Printed payment amount due information, due date, etc. should be on the right side of the form. An "amount enclosed" box is required and should be printed in dropout ink constraint boxes. If change of address detection is to be performed by UMB Bank, a dropout ink box is required. UMB will work in conjunction with you and your print vendor to provide a well designed document.

Below are some additional considerations regarding the design of remittance documents:

- All fields contained in the scan line should be duplicated elsewhere on the document to facilitate correction of the fields by the operator.
- A check-digit routine performed on the entire scan line eliminates the possibility of capturing erroneous data due to miskeys and misreads. A check digit on the entire line is required. In addition, a separate check digit on the account number is often used to further enhance accuracy. If payments received without a remittance advice are to be processed with a valid account number, a check digit on the account number is required.
- A space is required between each field on the scan line.
- If a department or company code is used, it must be included in the account number field on the scan line.
- Remittance stubs should be perforated on the top and/or on the left edge(s) of the form.

Paper Requirements

Optical scanners distinguish the shape of the OCR characters by sensing the varying degrees of light reflected from the characters and their surrounding background. To insure optimum readability of the documents, the following paper requirements must be observed.
The most important characteristics are:

<table>
<thead>
<tr>
<th>REFLECTANCE:</th>
<th>At a light wavelength of 6200 Angstroms, the measured reflectance from a 0.1 square inch area of the paper must be 70% greater compared with a barium sulfate standard. (This test is outlined in TAPPI standard T452-OS-58.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>OPACITY:</td>
<td>At a light wavelength of 6200 Angstroms, an opacity reading of at least 85% must be obtained (TAPPI test T425-M-60).</td>
</tr>
<tr>
<td>RAG OR COTTON CONTENT:</td>
<td>0% preferred, maximum 25%.</td>
</tr>
<tr>
<td>DIRT</td>
<td>10 parts per million maximum; particles must be no longer or wider than 0.1 mm (0.004 in.).</td>
</tr>
<tr>
<td>GLOSS</td>
<td>Use low-gloss paper. Avoid super calendared, coated, and oil- and grease-resistant papers.</td>
</tr>
<tr>
<td>FLUORESCENCE</td>
<td>Trace fluorescence is permitted, but none is preferred.</td>
</tr>
<tr>
<td>COLOR</td>
<td>White is preferred, but pale shades of red and orange are acceptable. Colored documents have lower print contrast ratios than white documents and so tend to have higher reject rates.</td>
</tr>
<tr>
<td>BACKGROUND OR SECURITY DESIGNS:</td>
<td>Designs must never extend into the OCR clear (printing) band.</td>
</tr>
</tbody>
</table>

**OCR Scan Line**

**OCR CHARACTER SIZE AND SHAPE**
UMB Bank, n.a. prefers OCR-A font. Only numeric characters are allowed. No symbols or non-numeric characters are permitted. OCR-B font is acceptable, but not recommended.

**PRINTED CHARACTER DIMENSIONS**
The standard dimensions for OCR (Size 1) are .094-.096 in. high, .055 in. wide, and .100 in. pitch (horizontal spacing—10 characters per inch).

**POSITIONING OF THE OCR CHARACTERS (SCAN LINE)**
The remittance document is divided into two main areas. One portion contains general information such as the due date, amount due, account number, and customer name and address. The second portion is reserved for the OCR data to be scanned (scan line), and must be printed with a laser printer for optimum readability. The portion of the form reserved for the scan line is referred to as the "clear band area".

The clear band area is reserved for only OCR-scannable data and must extend across the entire length of the form. It is typically located near the upper or lower edge of the form. The clear band should be on both the front and the back of the remittance document. It must be at least 3/4 inch wide and should be no closer than 0.33 inch from the upper or lower edge of the form.

**SCAN LINE POSITIONING**
The positioning of the scan line within the clear band area is critical. To insure the most accurate reading, the following guidelines should be observed:
- The scan line should be as close as practicable to the right-hand (leading) edge of the form, but no closer than 0.6 in. from this edge. The positioning of the scan line on the leading edge insures the most efficient read.

06/2012
Management Services
Page 3 of 4
UMB Treasury
• The scan line should be centered vertically within the clear band area (3/4 inch minimum height).
  
  **NOTE:** Clear band means there are no extraneous marks, printing, logo or scenic matter in this band.

• The clear band area should be no closer than 1/3 inch from either the top or the bottom of the remittance advice.

**SCAN LINE DEFINITION**

The remittance advice scan line contains the various data fields to be captured such as due dates, amounts payable, customer account number, etc. Up to 26 data fields may be defined in the remittance application programs. There are four types of fields typically used:

• **DATE FIELDS:** Two date fields can be defined. Examples are: Payment Due Date, and Late Charge Date.

• **AMOUNT FIELDS:** Up to four amount fields may be defined. Some examples are: Minimum Amount, Balance Due, Balance Due Less Discount, and Minimum Amount Plus Late Charge.

• **ACCOUNT NUMBER FIELDS:** Two account number fields may be defined.

• **MISCELLANEOUS FIELDS:** Up to six miscellaneous scan line fields may be defined. Some examples are: Customer Group Code, Region Code, and Scan Line Check Digit.

The length of the scan line cannot exceed 80 characters, including delimiter symbols. The scan line must be printed in OCR font within the clear band area.
JOHN Q PUBLIC
1234 SW ANYWHERE ST
BLUE SPRINGS MO 64014

<table>
<thead>
<tr>
<th>Service</th>
<th>Prior Reading</th>
<th>Current Reading</th>
<th>Consumption</th>
<th>Service Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>WATER RES</td>
<td>54670</td>
<td>59839</td>
<td>5169</td>
<td>$337.90</td>
</tr>
<tr>
<td>SEWER - RESIDENTIAL RES</td>
<td></td>
<td></td>
<td></td>
<td>$33.93</td>
</tr>
<tr>
<td>TAX RES</td>
<td></td>
<td></td>
<td></td>
<td>$3.38</td>
</tr>
<tr>
<td>TOTAL AMOUNT DUE BY</td>
<td></td>
<td></td>
<td></td>
<td>$375.21</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>IF PAID AFTER</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$412.73</td>
</tr>
</tbody>
</table>

13 Month Consumption History

CITY BULLETIN BOARD:

**CURRENT CHARGES ARE DUE ON OR BEFORE THE DUE DATE - SHOULD ANY "BALANCE FORWARD" BE PRESENT IT IS DUE IMMEDIATELY AND COULD BE SUBJECT TO ADDITIONAL PENALIZATION OR DISCONNECTION**

RETURN THIS PORTION WITH YOUR PAYMENT. DO NOT SEND CASH. Make Check Payable To: Blue Springs Water Dept.

BALANCE FORWARD $0.00
CURRENT AMOUNT DUE 09/21/2019 $375.21
TOTAL AMOUNT DUE $375.21
IF RECEIVED AFTER 09/21/2019 $412.73

If your address has changed, check here and complete other side

AMOUNT PAID

000194290200000375218
City of Blue Springs, Missouri

Address: 903 W Main Street, Blue Springs, MO 64015
Office Hours: 8:00 a.m. to 5:00 p.m. Weekdays, Closed most major Holidays.
Billing Inquiries: (816) 622-4444

Understanding Your Bill:

Your bill includes charges for water and sanitary sewer services as applicable. The water portion of your bill has three separate charges: administrative fee, volume charge and sales tax. The sanitary sewer portion of the bill is comprised of an administrative fee and volume charge. For more detailed information about the rates, please go to www.bluespringsgov.com.

Your meter is read approximately every 30 days. Sometimes your meter cannot be read due to inclement weather, lack of access to the meter, a threatening pet, locked gates, etc. which may result in an estimated billing.

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Residential meters in 5/8", 3/4", and 1" sizes, consist of a single positive displacement measuring element that translates rotations of the element into a visually readable odometer, much like the odometer in an automobile.

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Example: 5/8" residential meter registering in US GALLONS
Contains six indexing wheels and one "fixed" zero, where each complete sweep hand revolution = 10 Gallons.
Example reading:

<table>
<thead>
<tr>
<th>Odometer:</th>
<th>wheels</th>
<th>fixed zeros</th>
<th>defined volume</th>
</tr>
</thead>
<tbody>
<tr>
<td>164225</td>
<td>0</td>
<td></td>
<td>1,642,250 gallons</td>
</tr>
</tbody>
</table>

**Larger Commercial meters with more than 6 measuring elements will register in 100's

Payment options:
- Mail your payment in the return envelope along with the bottom (remittance) portion of the invoice.
- Utilize our 24 Hour Pay-by-Phone Line at (816) 226-0220, accepting E-Check, MasterCard, VISA, and Discover.
- Register for PAPERLESS, AUTOPAY, E-BILLING, or TEXT by visiting www.bluespringsgov.com.
- To pay in person our office is located at 903 W. Main Street, MasterCard, VISA, and Discover, checks, cash and money orders accepted until 5:00 p.m.
- Our DROP BOX is also available 24/7 at the CITY HALL location, to the right of the main entrance.

Payment Due:

Delinquent charges of 10% will be assessed on the total balance as of the due date. Failure to receive a bill or notice does not relieve the customer of the responsibility to pay on time.

If your service is terminated due to nonpayment, the outstanding balance and applicable Administrative Reconnection fee and deposits must be paid in full prior to re-establishing service. (Ordinance Chapter 705)

<table>
<thead>
<tr>
<th>CHANGE OF ADDRESS:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME</td>
<td></td>
</tr>
<tr>
<td>STREET</td>
<td>APT#</td>
</tr>
<tr>
<td>CITY</td>
<td>STATE</td>
</tr>
</tbody>
</table>
The City of Blue Springs
City of Blue Springs Utility Billing
903 W. Main St.
Blue Springs, MO 64015
816-622-4444 Customer Service
816-228-0220 24 hour, Pay-by-Phone Line
www.bluespringsgov.com

JOHN Q PUBLIC
1234 SW ANYWHERE ST
BLUE SPRINGS MO 64014

<table>
<thead>
<tr>
<th>Service</th>
<th>Prior Reading</th>
<th>Current Reading</th>
<th>Consumption</th>
<th>Service Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>WATER RES</td>
<td>71313</td>
<td>77220</td>
<td>5907</td>
<td>$386.61</td>
</tr>
<tr>
<td>SEWER-RESIDENTIAL RES</td>
<td></td>
<td></td>
<td></td>
<td>$35.90</td>
</tr>
<tr>
<td>TAX RES</td>
<td></td>
<td></td>
<td></td>
<td>$3.87</td>
</tr>
</tbody>
</table>

FOR BILLING INQUIRIES PLEASE CALL 816-622-4444
BETWEEN 8:00 A.M. AND 5:00 P.M M - F, OR
EMAIL US AT water@bluespringsgov.com

TOTAL AMOUNT DUE BY 09/21/2019 $426.38
IF PAID AFTER 09/21/2019 $469.02

13 Month Consumption History

CITY BULLETIN BOARD:

AUTOPAY BANK DRAFT SCHEDULED - DO NOT PAY -

**CURRENT CHARGES ARE DUE ON OR BEFORE THE DUE DATE - SHOULD ANY "BALANCE FORWARD" BE PRESENT IT IS DUE IMMEDIATELY AND COULD BE SUBJECT TO ADDITIONAL PENALIZATION OR DISCONNECTION**

RETURN THIS PORTION WITH YOUR PAYMENT. DO NOT SEND CASH. Make Check Payable To: Blue Springs Water Dept.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BALANCE FORWARD</strong></td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>CURRENT AMOUNT DUE</strong></td>
<td>09/21/2019 $426.38</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT DUE</strong></td>
<td>BANK DRAFT</td>
</tr>
</tbody>
</table>

If your address has changed, check here and complete other side

CITY OF BLUE SPRINGS UTILITY BILLING
PO BOX 219253
KANSAS CITY, MO 64121-9253

000215730300000426362
City of Blue Springs, Missouri

Address: 903 W Main Street, Blue Springs, MO 64015
Office Hours: 8:00 a.m. to 5:00 p.m. Weekdays. Closed most major Holidays.
Billing Inquiries: (816) 622-4444

Understanding Your Bill:

Your bill includes charges for water and sanitary sewer services as applicable. The water portion of your bill has three separate charges: administrative fee, volume charge and sales tax. The sanitary sewer portion of the bill is comprised of an administrative fee and volume charge. For more detailed information about the rates, please go to www.bluespringsgov.com.

Your meter is read approximately every 30 days. Sometimes your meter cannot be read due to inclement weather, lack of access to the meter, a threatening pet, locked gates, etc. which may result in an estimated billing.

Occasionally, unusual bills represent a plumbing problem such as a leaking flapper in a toilet or other potential leaks within the customers system. Dye packets are available at the Utility counter for proper toilet testing. A Customer Service Representative may have the account re-read or a meter check performed to assist you with these situations.

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Contains six indexing wheels and one "fixed" zero, where each complete sweep hand revolution = 10 Gallons.

Example reading:

<table>
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<tr>
<th>wheels</th>
<th>fixed zeros</th>
<th>defined volume</th>
</tr>
</thead>
<tbody>
<tr>
<td>164225</td>
<td>0</td>
<td>1,642.250 gallons</td>
</tr>
</tbody>
</table>

**Larger Commercial meters with more than 6 measuring elements will register in 100's

Payment options:

- Mail your payment in the return envelope along with the bottom (remittance) portion of the invoice.
- Utilize our 24 Hour Pay-by-Phone Line at (816) 229-0220, accepting E-Check, MasterCard, VISA, and Discover.
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(Ordinance Chapter 705)

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</thead>
<tbody>
<tr>
<td>NAME</td>
</tr>
<tr>
<td>STREET</td>
</tr>
<tr>
<td>CITY</td>
</tr>
</tbody>
</table>
The City of Blue Springs
Missouri

City of Blue Springs Utility Billing
903 W. Main St.
Blue Springs, MO 64015
816-622-4444 Customer Service
816-228-0220 24 hour, Pay-by-Phone Line
www.bluespringsgov.com

JOHN Q PUBLIC
1234 SW ANYWHERE ST
BLUE SPRINGS MO 64015

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Bill Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>123456789</td>
<td>08/27/2019</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Billing Service Period</th>
<th>Service Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/12/2019 TO 08/12/2019</td>
<td>31</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Service</th>
<th>Prior Reading</th>
<th>Current Reading</th>
<th>Consumption</th>
<th>Service Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Balance Forward - PLEASE PAY IMMEDIATELY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WATER RES</td>
<td>201417</td>
<td>206324</td>
<td>4907</td>
<td>$296.55</td>
</tr>
<tr>
<td>SEWER-RESIDENTIAL RES</td>
<td></td>
<td></td>
<td></td>
<td>$320.61</td>
</tr>
<tr>
<td>TAX RES</td>
<td></td>
<td></td>
<td></td>
<td>$39.71</td>
</tr>
<tr>
<td>FOR BILLING INQUIRIES PLEASE CALL 816-622-4444</td>
<td></td>
<td></td>
<td></td>
<td>$3.21</td>
</tr>
</tbody>
</table>

TOTAL AMOUNT DUE BY 09/21/2019 $660.08
IF PAID AFTER 09/21/2019 $726.09

13 Month Consumption History

CITY BULLETIN BOARD:
**CURRENT CHARGES ARE DUE ON OR BEFORE THE DUE DATE - SHOULD ANY "BALANCE FORWARD" BE PRESENT IT IS DUE IMMEDIATELY AND COULD BE SUBJECT TO ADDITIONAL PENALIZATION OR DISCONNECTION**

Previous Balance Due Immediately

RETURN THIS PORTION WITH YOUR PAYMENT. DO NOT SEND CASH. Make Check Payable To: Blue Springs Water Dept.

<table>
<thead>
<tr>
<th>Account Number</th>
<th>123456789</th>
</tr>
</thead>
</table>

BALANCE FORWARD $296.55
CURRENT AMOUNT DUE 09/21/2019 $363.53
TOTAL AMOUNT DUE $660.08
IF RECEIVED AFTER 09/21/2019 $726.09

If your address has changed, check here __ and complete other side

AMOUNT PAID

00016501040000660085
City of Blue Springs, Missouri

Address: 903 W Main Street, Blue Springs, MO 64015
Office Hours: 8:00 a.m. to 5:00 p.m. Weekdays. Closed most major holidays.
Billing Inquiries: (816) 622-4444

Understanding Your Bill:

Your bill includes charges for water and sanitary sewer services as applicable. The water portion of your bill has three separate charges: administrative fee, volume charge and sales tax. The sanitary sewer portion of the bill is comprised of an administrative fee and volume charge. For more detailed information about the rates, please go to www.bluespringsgov.com.

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Contains six indexing wheels and one "fixed" zero, where each complete sweep hand revolution = 10 Gallons.

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<table>
<thead>
<tr>
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<th>fixed zeros</th>
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<td>1,842,250 gallons</td>
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</tbody>
</table>

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City of Blue Springs Utility Billing
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www.bluespringsgov.com

JOHN Q PUBLIC
1234 SW ANYWHERE BLUE SPRINGS MO 64015

Account Number | Bill Date
--- | ---
123456789 | 08/27/2019

Billing Service Period | Service Duration
--- | ---
07/15/2019 TO 08/12/2019 | 28

Service Address
1234 SW ANYWHERE ST

Service | Prior Reading | Current Reading | Consumption | Service Amount
--- | --- | --- | --- | ---
Balance Forward - PLEASE PAY IMMEDIATELY WATER RES SEWER-RESIDENTIAL RES TAX RES | 13675 | 19077 | 5402 | $828.51 $353.28 $34.77 $3.53

FOR BILLING INQUIRIES PLEASE CALL 816-622-4444 BETWEEN 8:00 A.M. AND 5:00 P.M. M - F, OR EMAIL US AT water@bluespringsgov.com

TOTAL AMOUNT DUE BY 09/21/2019 $1,220.09

IF PAID AFTER 09/21/2019 $1,342.10

13 Month Consumption History

CITY BULLETIN BOARD:
**CURRENT CHARGES ARE DUE ON OR BEFORE THE DUE DATE - SHOULD ANY "BALANCE FORWARD" BE PRESENT IT IS DUE IMMEDIATELY AND COULD BE SUBJECT TO ADDITIONAL PENALIZATION OR DISCONNECTION**

DISCONNECT PENDING
Please call the Pay-by-Phone Line at 816-228-0220 to make payment immediately.

Pay your bill online at www.bluespringsgov.com
24 Hour Pay-by-Phone Line (816) 228-0220
In person at Blue Springs City Hall, 903 W. Main Street
After Hours Drop Box, located to the right of the main entrance.

Payment must be RECEIVED, NOT POSTMARKED, by the due date to avoid a late payment charge.

Account Number
123456789

CITY OF BLUE SPRINGS UTILITY BILLING
PO BOX 219253
KANSAS CITY, MO 64121-9253

BALANCE FORWARD $828.51
CURRENT AMOUNT DUE 09/21/2019 $391.58
TOTAL AMOUNT DUE $1,220.09
IF RECEIVED AFTER 09/21/2019 $1,342.10

If your address has changed, check here and complete other side

AMOUNT PAID

002250707600001220096
City of Blue Springs, Missouri

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

Office Hours: 8:00 a.m. to 5:00 p.m. Weekdays. Closed most major Holidays.

Billing Inquiries: (913) 622-4444

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<th>fixed zeros</th>
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<tbody>
<tr>
<td>164225</td>
<td>0</td>
<td>1,642,250 gallons</td>
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</tbody>
</table>

**Larger Commercial meters with more than 6 measuring elements will register in 100's**

Payment options:

- Mail your payment in the return envelope along with the bottom (remittance) portion of the invoice.
- Utilize our 24 Hour Pay-by-Phone Line at (913) 229-0220, accepting E-Check, MasterCard, VISA, and Discover.
- Register for PAPERLESS, AUTOPAY, E-BILLING, or TEXT by visiting www.bluespringsgov.com.
- To pay in person our office is located at 903 W. Main Street, MasterCard, VISA, and Discover, checks, cash and money orders accepted until 5:00 p.m.
- Our DROP BOX is also available 24/7 at the CITY HALL location, to the right of the main entrance.

Payment Due:

Delinquent charges of 10% will be assessed on the total balance as of the due date.
Failure to receive a bill or notice does not relieve the customer of the responsibility to pay on time.
If your service is terminated due to nonpayment, the outstanding balance and applicable Administrative Reconnection fee and deposits must be paid in full prior to re-establishing service.
(Ordinance Chapter 705)

CHANGE OF ADDRESS:

<table>
<thead>
<tr>
<th>NAME</th>
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<tbody>
<tr>
<td>STREET</td>
</tr>
<tr>
<td>CITY</td>
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</tbody>
</table>
CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: November 14, 2019

SUBMITTED BY: Tom Cole
DEPARTMENT: Community & Econ. Dev.

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

ISSUE/REQUEST
Approval of a Bill amending Ordinance 4633 approving the Final Plat for Colonial Gardens 1st Plat on November 21, 2016, to extend the required Letter of Credit for an additional three years through November 21, 2022. The amendment also requires the owner to Petition to annex 9 acres of property (Parcel 41-800-03-02-00-00-000) into the City of Blue Springs. The updated Letter of Credit has been secured and is included in this request.

BACKGROUND/JUSTIFICATION
On November 21, 2016, the City Council approved Ordinance 4633 approving the Final Plat of Colonial Gardens 1st Plat with eight conditions. Among the conditions was a requirement that Colonial Gardens would either make improvements to Wyatt Road or the City would make such improvements with a $512,180 Letter of Credit/Financial Guarantee.

As Colonial Gardens’ business model and master plan have continued to evolve, the business has not completed the improvements to Wyatt Road; however, it does fully intend to complete the improvements as its master plan is revised to establish a definitive plan for the continued growth and operation of the business.

As such, Colonial Gardens has requested a three-year extension and has provided the included Letter of Credit for a term of three years. In addition, City staff has requested that as a condition of the extension, the owner/applicant shall Petition the City to annex 9 acres of its property into the City of Blue Springs.

FINANCIAL IMPACT
Contractor: N/A

PROJECT TIMELINE

<table>
<thead>
<tr>
<th>Estimated Start Date</th>
<th>Estimated End Date</th>
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<tbody>
<tr>
<td>November 21, 2019</td>
<td>November 21, 2022</td>
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</table>

STAFF RECOMMENDATION
Staff recommends approval.
## OTHER BOARDS & COMMISSIONS ASSIGNED

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<tr>
<th>Name of Board or Commission</th>
<th>N/A</th>
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## ECONOMIC DEVELOPMENT PROJECT

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<th>N/A</th>
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## LIST OF REFERENCE DOCUMENTS ATTACHED

1. Letter of Credit  
2. Bill  

## REVIEWED BY

<table>
<thead>
<tr>
<th>Requesting Director:</th>
<th>Budget:</th>
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<tbody>
<tr>
<td>Tom Cole</td>
<td>N/A</td>
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<tr>
<th>Legal:</th>
<th>City Administrator:</th>
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</thead>
<tbody>
<tr>
<td>Jacqueline A. Sommer</td>
<td>Eric Johnson</td>
</tr>
</tbody>
</table>

Rev. 08/14/2018
November 19, 2019

City of Blue Springs
903 West Main Street
Blue Springs, MO 64015

Re: Standby Irrevocable Letter of Credit for Account No. 400046

Dear Mr. Thomas A. Cole:

1. At the request of, and for the account of Colonial Gardens, LLC, a Missouri limited liability company and Tory Levi Schwope, an individual of 5609 N. Blue Valley Road, Independence, MO 64058, (borrower), Farm Credit Services of America, PCA (Lender) hereby establishes in your favor a Standby Irrevocable Letter of Credit. Lender hereby authorizes you to draw on account of us a sum not exceeding U.S. $512,180.00 available in 1 draw hereunder made between the hours of 8:00 A.M. and 5:00 P.M. Monday through Friday, from November 21, 2019 and including close of business on November 21, 2022. If not presented during this time, this Letter of Credit becomes void and unenforceable.

This Standby Letter of Credit will only be used in connection with the improvements at the Colonial Gardens, LLC site as follows: SE Wyatt Road street improvements for Colonial Gardens, Lot 1. Street improvements shall be made within three years of approval of the Final Plat by the City Council (November 21, 2022) or prior to a Final Plat being approved by the City Council for phase two of Colonial Gardens, LLC whichever comes first.

2. Any draft drawn under and in compliance with the terms of this Standby Letter of Credit will be made only if accompanied by this Letter and a statement signed by you declaring:

   a) That there has been a default in the payment balance due under the terms of the Financial Guarantee Deposit Agreement/Contract dated November 15, 2019 between the City of Blue Springs and Tory Levi Schwope and

   b) That the amount of the draft requested is for the amount payable by Borrower under the terms of said Financial Guarantee Deposit Agreement/Contract dated November 15, 2019 between the City of Blue Springs and Tory Levi Schwope. It may not be drawn upon for any other purpose.

3. If demand for payment made does not, in any instance, conform to the terms and conditions of this Letter of Credit, Lender will give notice that the requested draw under this Letter of Credit was not according to the terms and conditions of this Letter of Credit, stating the reason and that Lender is holding any documents at the disposal of the parties or is returning the same.
4. This Letter of Credit sets forth in full the terms of our undertaking. This Letter of Credit is Irrevocable.

5. If at any time prior to presentment of a request for a draw under the terms of the Letter of Credit, Lender, receives a certificate signed by one who states therein that this Letter of Credit has been lost, stolen, mutilated or destroyed, Lender will, upon receipt of:

a) In the case of mutilation of the Letter of Credit, the mutilated Letter of Credit, or
b) In the case of loss or destruction, such proof of loss as we shall specify,

Issue to you a replacement Letter of Credit dated the same date, indicating it is a replacement Letter of Credit in the same amount as this Letter of Credit.

6. All communications with respect to this Letter of Credit shall be addressed to Lender at the office indicated above specifically referring to this Letter of Credit.

7. Lender agrees to honor and pay the amount of the draft if drawn and presented with the documents and otherwise in compliance with all of the terms of this Letter of Credit.

8. This Letter of Credit is governed by the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce, Publication No. 600, and the Uniform Commercial Code.

Sincerely,

[Signature]

Justin J. Morris
Vice President - Agribusiness
Frontier Farm Credit, PCA
5015 S 118th Street
Omaha, NE 68137
Direct Line: 402-894-4371
AN ORDINANCE AMENDING ORDINANCE NUMBER 4633 FINAL PLAT FOR COLONIAL GARDENS 1ST PLAT

WHEREAS, on November 21, 2016, the City Council approved Ordinance No. 4633 approving the Final Plat of Colonial Gardens 1st Plat with eight conditions; and

WHEREAS, among the conditions is a requirement that Colonial Gardens would either make improvements to Wyatt Road or the City would make such improvements with a $512,180 Letter of Credit/Financial Guarantee; and

WHEREAS, as Colonial Gardens’ business model and master plan has continued to evolve, it has not completed the improvements to Wyatt Road; however, it does fully intend to complete the improvements as its master plan is revised to establish a definitive plan for the continued growth and operation of the business; and

WHEREAS, the City of Blue Springs desires to assist Colonial Gardens in fostering a quality development and sustainable business, and encourage business growth within and geographical growth of the City, by extending the completion date requirement for Wyatt Road by three years; and

WHEREAS, the City is committed to being business friendly and cooperative with the businesses that choose to locate in Blue Springs.

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

Section 1. To amend Condition No. 2 of Ordinance 4633 to read:

Wyatt Road improvements shall be designed and constructed with the first phase of the development or a financial guarantee in a form approved by the City in the amount of $512,180 shall be provided to the City if the construction is delayed. In the event a financial guarantee is provided, the street improvements will be completed by November 21, 2022.

Section 2. To amend the conditions of Ordinance 4633 to add No. 9:

The owner/applicant shall commence the process to annex into the City of Blue Springs approximately nine acres identified as Parcel No. 41-800-03-02-02-0-00-000 by January 31, 2020 with the annexation being complete no later than May 31, 2020.
PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 2nd day of December 2019.

CITY OF BLUE SPRINGS

____________________________
Carson Ross, Mayor

ATTEST:

____________________________
Sheryl Morgan, City Clerk

1st Reading: _______________
2nd Reading: _______________
Passage of a Bill approving the appointment and compensation for Presiding Municipal Judge pursuant to Section 125.095 of the Blue Springs Code of Ordinances.

BACKGROUND/JUSTIFICATION

Pursuant to Section 125.095 Appointment of Presiding Judge of the Blue Springs Code of Ordinances, the Mayor, with the advice and consent of a majority of the City Council, shall appoint one Municipal Judge as the Presiding Municipal Judge.

On April 2, 2018, Mayor Ross appointed, and Council approved, the appointments of Donald Lograsso as Presiding Municipal Judge, and Stephanie Graham-Taormina as Municipal Judge.

On November 19, 2019, Presiding Municipal Judge Lograsso announced his retirement from his position effective Saturday, November 30, 2019.

Mayor Ross recommends the appointment of Stephanie Graham-Taormina as Presiding Municipal Judge effective December 1, 2019 through June 30, 2022. The position of Municipal Judge will be appointed after a review of qualified candidates has been completed.

The compensation for the Presiding Municipal Judge shall remain at $28,000 annually, and $25,000 annually for the Municipal Judge. The Presiding Municipal Judge will preside over all Municipal Court dockets and receive an additional $951 biweekly until such time as the Municipal Judge has been appointed.

These positions are eligible for the employee benefits of health, dental and vision insurance, and deferred compensation as these programs are available to non-represented full-time employees.

FINANCIAL IMPACT

Contractor: N/A

PROJECT TIMELINE

<table>
<thead>
<tr>
<th>Estimated Start Date</th>
<th>Estimated End Date</th>
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<tbody>
<tr>
<td>December 2, 2019</td>
<td>June 30, 2022</td>
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STAFF RECOMMENDATION

Staff recommends approval.
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<tr>
<th><strong>OTHER BOARDS &amp; COMMISSIONS ASSIGNED</strong></th>
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<tr>
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<tr>
<th><strong>LIST OF REFERENCE DOCUMENTS ATTACHED</strong></th>
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<tbody>
<tr>
<td><strong>1. Bill approving appointment and compensation for Presiding Court Judge.</strong></td>
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<tr>
<th><strong>IF CONTRACT REQUIRED:</strong></th>
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<tr>
<td><strong>E-Verify Affidavits Required?</strong></td>
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<td><strong>Parent Company:</strong></td>
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<tr>
<td><strong>Eric Johnson</strong></td>
</tr>
<tr>
<td><strong>Legal:</strong></td>
</tr>
<tr>
<td><strong>Jacqueline A. Sommer</strong></td>
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</table>
AN ORDINANCE APPOINTING PRESIDING MUNICIPAL JUDGE AND ESTABLISHING COMPENSATION THEREFORE

WHEREAS, on April 2, 2018, Mayor Ross appointed, and Council approved, the appointments of Donald Lograsso as Presiding Municipal Judge, and Stephanie Graham-Taormina as Municipal Judge; and

WHEREAS, on November 19, 2019, Presiding Municipal Judge Lograsso announced his retirement from his position effective Saturday, November 30, 2019; and

WHEREAS, pursuant to Section 125.095 Appointment of Presiding Judge of the Blue Springs Code of Ordinances, Mayor Ross hereby appoints Stephanie Graham-Taormina as Presiding Municipal Judge effective December 1, 2019 with a term expiring on June 30, 2022, to be compensated $28,000 annually; and

WHEREAS, the position of Municipal Judge previously held by Judge Graham-Taormina will be appointed after a review of qualified candidates has been completed; and

WHEREAS, Presiding Judge Graham-Taormina shall preside over all Municipal Court dockets, and shall be compensated an additional $951 biweekly, until the time that a Municipal Judge has been appointed and approved by Council, and

WHEREAS, the Presiding Municipal Judge is eligible for the employee benefits of health, dental and vision insurance, and deferred compensation as these programs are available to non-represented full-time employees of the City.

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

Section 1. The Mayor hereby appoints, and the Council approves the appointment of, Stephanie Graham-Taormina as Presiding Municipal Judge, effective December 1, 2019 with a term expiring on June 30, 2022, to be compensated $28,000 annually. Presiding Municipal Judge Graham-Taormina shall be compensated an additional $951 biweekly, until the time that a Municipal Judge has been appointed and approved by Council.

Section 2. This ordinance shall be in full force and effect from and after its passage by the City Council and its approval by the Mayor of the City of Blue Springs.
PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 2nd day of December, 2019.

CITY OF BLUE SPRINGS

_________________________________
Carson Ross, Mayor

ATTEST:

______________________________
Sheryl Morgan, City Clerk

1st reading: ____________________
2nd reading: ____________________
Christine Cates, Assistant City Administrator, and team members will present the Eastern Jackson County Shared Services Initiative Year One Report.

BACKGROUND/JUSTIFICATION
On November 15, 2018, the City Council approved Resolution 99-2018 adopting a statement of common purposed emphasizing government innovation and collaborative problem-solving with the cities of Independence and Lee’s Summit and the Mid America Regional Council (MARC), also known as the Eastern Jackson County Shared Services Initiative.

Since adoption of the resolution, staff has met monthly with this team to explore opportunities to enhance the efficiency and effectiveness of service delivery. This presentation summarizes the work completed within the past year and projects contemplated for the future.

FINANCIAL IMPACT
Contractor: N/A

PROJECT TIMELINE

<table>
<thead>
<tr>
<th>Estimated Start Date</th>
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<tbody>
<tr>
<td>N/A</td>
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</tbody>
</table>

STAFF RECOMMENDATION
N/A

OTHER BOARDS & COMMISSIONS ASSIGNED
Name of Board or Commission: N/A

ECONOMIC DEVELOPMENT PROJECT
N/A

LIST OF REFERENCE DOCUMENTS ATTACHED
1. Presentation
<table>
<thead>
<tr>
<th>Requesting Director:</th>
<th>Budget:</th>
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<tbody>
<tr>
<td><em>Christine Cates</em></td>
<td><em>N/A</em></td>
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<tbody>
<tr>
<td><em>Jacqueline A. Sommer</em></td>
<td><em>Eric Johnson</em></td>
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Eastern Jackson County Shared Services Initiative

Year One Report
December 2, 2019
City managers in Blue Springs, Independence and Lee’s Summit expressed interest in advancing shared services.

In fall 2018, the three City Council adopted by resolution a Statement of Common Purpose emphasizing government innovation and collaborative problem solving.

Statement references:

- Common borders
- Established, ongoing cooperative relationships
- Professional relationships among professional staff and governing bodies
- Potential to scale to other communities
- Assistance from MARC
Examples of Current Shared Services

Public Safety 9-1-1
Government Training Institute (GTI)
Kansas City Regional Purchasing Cooperative (KCRPC)
Operation Green Light (OGL)
Salary Survey
Aerial Photography
Building Department Services (through IBTS)
MARCIT → MPR
Why Shared Services?

**Motivators**
1. Fiscal stress
2. Staff transitions
3. Community expectations
4. Willing partners
5. Past experience with sharing

**Outcomes**
1. Cost savings
2. Improved service quality
3. Improved regional coordination
Services Evaluated

Deferred
- Employee Health Clinics
- Mental Health Co-Responders

In Play
- Leadership Exchanges
- Supervisory Training
- Governance Training
- Exit Interviews
- Whistleblower Reporting
- Cybersecurity
- IT Services
- Compensation Studies
Exit Interviews

1. 3-year agreement for MARC to act as a third-party to administer employee exit interviews.
2. Agreement requires reporting data analytics back to the cities.
3. Lee’s Summit opted not to participate, but survey and reports are designed to accommodate data sharing for tri-city benchmarking.
4. Potential to scale to other communities after proof of concept.
1. Supervisory Training - 3-year agreement to deliver courses on a rotational basis in the three cities.


3. Governance Trainings - working with city clerks to develop content for three courses:
   1. Elected officials
   2. Volunteer boards and commissions
   3. Board and commission staff liaisons
Whistleblower Reporting

- Conducting a cooperative purchase for a regional ethics, safety and fraud hotline and case management vendor.
- Early research indicates cost savings from joint purchasing and reducing overhead costs.
- Verbal commitments from all three cities to participate to launch the service; can be scalable to other regional clients.
Future Topics

- Joint compensation studies or salary surveys
- Contracted legal services
- Video storage
- Employee recruitment
- Public safety radios and tower maintenance
Early Lessons

What Works
1. Leadership at the top
2. Delegation to a team of key leaders with capacity and authority
3. Focus on easy wins
4. Taking time to build trust and learn commonalities

Challenges
1. Competing priorities
2. Hard to equally share risk
3. Focus on easy wins
4. Balancing objectives of enhancing services and reducing costs
Questions?