CITY COUNCIL MEETING – AGENDA #1
April 15, 2024 6:00 p.m.
Council Chambers
Howard L. Brown Public Safety Building
1100 SW Smith
Blue Springs, Missouri

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

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

1. Call meeting to order and Pledge of Allegiance

2. Confirmation of a Quorum

3. Consent Agenda

   All matters under Item 3, Consent Agenda, are considered to be 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 April 1, 2024 City Council Meeting
   b. Approve 2024 Fireworks Permits
   c. Declare Election Results
   d. Resolution No. 26-2024 approving a contract with Genesis Environmental Solutions, Inc. for the Concrete Channel Replacement NW R.D. Mize Road to NW Vesper Street
   e. Resolution No. 27-2024 approving contracts for on-call engineering services

4. Public Hearing – Colonial Gardens – Rezoning and Planned Development Concept Plan (RZ-10-23-8942 and PDC-10-23-8943)

5. Introduction and readings of Bill No. 5204 approving the Colonial Gardens Rezoning and Planned Development Concept Plan (RZ-10-23-8942 and PDC-10-23-8943)

6. Public Hearing – Establish Colonial Gardens Community Improvement District

7. Introduction and readings of Bill No. 5205 approving the establishment of the Colonial Gardens Community Improvement District

8. Visitors

9. Mayoral Announcements

Thoughts to Ponder

10. Adjourn

Miscellaneous Items

Miscellaneous Items
Planning Commission Meeting – Monday, April 22, 6:30 PM
Public Safety Citizen Advisory Board Meeting – Tuesday, April 23, 6:00 PM
City Council Meeting – Monday, May 6, 6:00 PM
Parks Commission Meeting – Tuesday, May 7, 6:00 PM
Public Arts Commission Meeting – Wednesday, May 8, 3:30 PM
Planning Commission Meeting – Monday, May 13, 6:30 PM
City Council Meeting – Monday, May 20, 6:00 PM
Memorial Day Holiday – **City Offices Closed** – Monday, May 27

This Agenda was posted at City Hall and on the City's website on April 12, 2024.

Erin Ford, City Clerk

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

FROM: Christine Cates
City Administrator

DATE: April 12, 2024

SUBJECT: Agenda Explanations – Meeting #1

Item 3b – 2024 Fireworks Permits
Approval of the issuance of 19 firework permits for the 2024 year. Refer to Council Information Form from City Development Senior Director Mike Mallon for additional information.

Item 3c – Declare Election Results
Declare and accept the results of the April 2, 2024 General Municipal Election for Mayor. Refer to Council Information Form from City Clerk Erin Ford for additional information.

Item 3d – Contract with Genesis Environmental Solutions for Concrete Channel Replacement
Adopt a Resolution approving a contract in the amount of $528,402.88 with Genesis Environmental Solutions, Inc. for the Concrete Channel Replacement NW R.D. Mize Road to NW Vesper Street, Project 24-01-01. This is CIP STM-05 and will be completed utilizing American Rescue Plan Act (ARPA) funding. Refer to Council Information Form from Public Works Director Tom Degenhardt for additional information.

Item 3e – Contract for On-Call Engineering Services
Adopt a Resolution approving four contracts for on-call professional engineering and surveying services with (1) Affinis, (2) Geotechnology, (3) Olsson, and (4) TranSystems. The contracts are for three years, with an optional fourth and fifth year. Refer to Council Information Form from Public Works Director Tom Degenhardt for additional information.

Items 4 & 5 – Colonial Gardens Rezoning and Planned Development Concept Plan
A public hearing is being held at the request of the Applicant, Tory Schwope, on behalf of the property owner, Colonial Gardens Development, LLC, for consideration to rezone from “GB/PD” (General Business/Planned Development), “RE/PD” (Residential Estate/Planned Development), and “AG” (Agriculture – County) to “PD – Mixed-Use” (Planned Development – Mixed-Use) for property located at 27610 SE Wyatt Road (RZ-10-23-8942). The applicant is also requesting approval of a Planned Development Concept Plan for 39.39 +/- acres (PDC-10-23-8943). Upon conclusion of the public hearing, a Bill rezoning the property to “PD – Mixed-Use” (Planned Development – Mixed-Use) and approving the Planned Development Concept Plan will be ready for introduction and readings. The public hearing was continued from the December 18, 2023, City Council meeting without testimony. Refer to Council Information Form from City Development Senior Director Mike Mallon for additional information.

Items 6 & 7 – Colonial Gardens Community Improvement District
A public hearing is being held to receive public comment on the creation of the Colonial Gardens Community Improvement District. Upon conclusion of the public hearing, a Bill approving the Petition to Establish the Colonial Gardens Community Improvement District and approving a Cooperative Agreement among the City, the Colonial Gardens Community Improvement District and Colonial Gardens Development LLC will be ready for introduction and readings. Refer to Council Information Form from City Administrator Christine Cates for additional information.

CITY OF BLUE SPRINGS, MISSOURI
MINUTES OF COUNCIL MEETING
APRIL 1, 2024

A meeting of the City Council of the City of Blue Springs, Missouri, was held on Monday, April 1, 2024, 6:00 p.m. in the Council Chambers of the Howard L. Brown Public Safety Building, 1100 SW Smith Street, Blue Springs, Missouri with Mayor Carson Ross presiding.

COUNCILMEMBERS IN ATTENDANCE

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

Also present were City Administrator Christine Cates, Interim City Attorney John Mullane, and City Clerk Erin Ford.

CALL MEETING TO ORDER AND CONFIRMATION OF QUORUM

Mayor Ross called the meeting to order at 6:00 p.m. and led in the pledge of allegiance. The City Clerk confirmed a quorum of the Council was present.

CONSENT AGENDA

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

- **Minutes of the March 18, 2024** City Council Meeting
- **Resolution 23-2024** approving a contract in the amount of $1,891,014.64 with Tandem Paving Co, Inc. for the 2024 Street Program, Project 24-01-03. This project is approved as CIP ST-06 Pavement Management Program.
- **Resolution 24-2024** approving a contract in the amount of $582,575.00 with Shedigs It, L.L.C. for the Drainage Improvements, NW Highway 7 & NW Vesper Street, Project 24-01-02. This is CIP STM-05 and will be completed utilizing American Rescue Plan Act funding.
- **Resolution 25-2024** approving the disposition of Information Technology 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.
- **Liquor License SAK Convenience LLC dba Everyday** located at 301 SW 7 Highway, Blue Springs, MO 64014 to sell intoxicating liquors in the original package, for consumption off premises and Sunday Sales. Mirza Khan LLC dba Everyday 301 currently occupies this space, this is just an ownership change.
- **Liquor License MUZU Convenience LLC dba Everyday** located at 3120 SW 7 Highway, Blue Springs, MO 64014 to sell intoxicating liquors in the original package, for consumption off premises and Sunday Sales. Mirza Khan LLC dba Phillips 66 currently occupies this space, as this is just an ownership change.

The above Consent Agenda items were approved with the following vote:

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

PUBLIC HEARING – 105 SW 9TH STREET 4-PLEX REZONING AND GENERAL DEVELOPMENT PLAN (RZ-02-24-9044) AND (GDP-02-24-9045)

Mayor Ross opened the Public Hearing to consider a rezoning from T3 Sub-Urban to T5 Urban Center (RZ-02-24-9044) for the .39 +/- acre property with a General Development Plan (GDP-02-24-9045) located at 105 SW 9th Street. at 6:02 p.m. The minutes of the public hearing were recorded by a certified court reporter. City Clerk Erin Ford entered one exhibit into the record.

STAFF REPORT

Development Review Manager Dave McCumber reviewed the details of the proposed Rezoning and General Development Plan and addressed questions from the Council.

The Mayor hearing no further comments for or against, closed the public hearing at 6:07 p.m.

INTRODUCTION AND 1ST READING – BILL NO. 5199 – 105 SW 9TH STREET 4-PLEX REZONING (RZ-02-24-9044)

Councilmember Culpepper introduced Bill No. 5199 approving a rezoning from T3 Sub-Urban to T5 Urban Center for the .39 +/- acre property located at 105 SW 9th Street (RZ-02-24-9044). City Clerk Erin Ford made the first reading of Bill No. 5199 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5199 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Kaylor and carried unanimously.

2ND READING – BILL NO. 5199

Ms. Ford made the second reading of Bill No. 5199 by title. Councilmember Edmondson moved to adopt Bill No. 5199 upon its second reading and give it **ORDINANCE NO. 5315,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Ericson and carried with the following vote:

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

INTRODUCTION AND 1ST READING – BILL NO. 5200 – 105 SW 9TH STREET 4-PLEX GENERAL DEVELOPMENT PLAN (GDP-02-24-9045)

Councilmember Culpepper introduced Bill No. 5200 approving a General Development Plan for the .39 +/- acre property located at 105 SW 9th Street (GDP-02-24-9045). City Clerk Erin Ford made the first reading of Bill No. 5200 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5200 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Lievsay and carried unanimously.

2ND READING – BILL NO. 5200

Ms. Ford made the second reading of Bill No. 5200 by title. Councilmember Edmondson moved to adopt Bill No. 5200 upon its second reading and give it **ORDINANCE NO. 5316,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Lievsay and carried with the following vote:

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

PUBLIC HEARING – HUDSON ESTATES GENERAL DEVELOPMENT PLAN (GDP-02-24-9040)

Mayor Ross opened the Public Hearing to consider a General Development Plan for the 15.27 +/- acre Hudson Estates development) located east of 7 Highway, south of Cordill-Mason Elementary, and north of the Eagles Ridge subdivision (GDP-02-24-9040) at 6:09 p.m. The minutes of the public hearing were recorded by a certified court reporter. City Clerk Erin Ford entered one exhibit into the record.

STAFF REPORT

Development Review Manager Dave McCumber reviewed the details of the proposed General Development Plan and addressed questions from the Council.

APPLICANT

Kyle Miller spoke on behalf of the Applicant regarding the proposed project and addressed questions from the Council.

The Mayor hearing no further comments for or against, closed the public hearing at 6:32 p.m.

INTRODUCTION AND 1ST READING – BILL NO. 5201 – HUDSON ESTATES GENERAL DEVELOPMENT PLAN (GDP-02-24-9040)

Councilmember Culpepper introduced Bill No. 5201 approving a General Development Plan for the 15.27 +/- acre Hudson Estates development) located east of 7 Highway, south of Cordill-Mason Elementary, and north of the Eagles Ridge subdivision (GDP-02-24-9040) City Clerk Erin Ford made the first reading of Bill No. 5201 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5201 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Kaylor and carried with a vote of 5-2 (Councilmembers Fowler and Ericson voting no).

2ND READING – BILL NO. 5201

Ms. Ford made the second reading of Bill No. 5201 by title. Councilmember Edmondson moved to adopt Bill No. 5201 upon its second reading and give it **ORDINANCE NO. 5317,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Lievsay and carried with the following vote:

Ericson – No
Edmondson – Aye
Culpepper – Aye
Kaylor – Aye
Lievsay – No
Fowler – No
Mayor Ross – Aye

PUBLIC HEARING AND BILL NO. 5202 – ADAM'S RIDGE MOTION TO CONTINUE

Councilmember Culpepper moved to continue the public hearing AND Bill No. 5202 approving the Adam's Ridge Rezoning and Planned Development Concept Plan (RZ-12-23-8998 & PDC-12-23-8999) to the May 20, 2024 Council meeting. Motion seconded by Councilmember Kaylor and carried unanimously.

HOOT OWL MEADOWS – REZONING (RZ-10-23-8939) AND GENERAL DEVELOPMENT PLAN (GDP-10-23-8940)

On March 4, 2024 a public hearing with testimony was held for the Hoot Owl Meadows Rezoning (RZ-10-23-8939) and General Development Plan (GDP-10-23-8940).

Bill No. 5194 approving the Rezoning was introduced and, after discussion, was continued along with Bill No. 5195 approving the General Development Plan to the March 18, 2024 City Council Meeting at which time they were continued to the April 1, 2024 City Council meeting.

VOTE ON FIRST READING – BILL NO. 5194 – HOOT OWL MEADOWS REZONING (RZ-10-23-8939)

On March 4, 2024, after conclusion of the public hearing with testimony, Bill No. 5194 rezoning the property to "SF-12" (Single-Family Large Lot) was introduced by Councilmember Culpepper. Councilmember Fowler moved to approve the first reading of Bill No. 5194 and the motion was seconded by Councilmember Kaylor. After discussion, Bill No. 5194 was continued to the March 18, 2024 City Council meeting. At the March 18, 2024 City Council meeting, the Bills approving the Rezoning and General Development Plan were continued to the April 1, 2024 City Council meeting without discussion.

Senior Planner Adair Bright outlined revisions made by the Applicant to the previous General Development Plan (Bill No. 5195) which are now incorporated into Bill No. 5203 and addressed questions from Council. Councilmember Fowler presented an amendment to the Bill approving the General Development Plan.

The Council voted on the motion to approve the first reading of Bill No. 5194 rezoning the property to "SF-12" (Single-Family Large Lot). The motion carried with a vote of 6-1 (Councilmember Lievsay voting no).

2ND READING – BILL NO. 5194 – HOOT OWL MEADOWS REZONING (RZ-10-23-8939)

Ms. Ford made the second reading of Bill No. 5194 by title. Councilmember Edmondson moved to adopt Bill No. 5194 upon its second reading and give it **ORDINANCE NO. 5318,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Lievsay and carried with the following vote:

Edmondson – Aye
Culpepper – Aye
Kaylor – Aye
Lievsay – No
Fowler – Aye
Ericson – Aye
Mayor Ross – Aye

INTRODUCTION AND 1ST READING – BILL NO. 5203 – HOOT OWL MEADOWS GENERAL DEVELOPMENT PLAN (GDP-10-23-8940)

Councilmember Edmondson introduced Bill No. 5203 approving a General Development Plan with Alternative Development Standards for 133.43 +/- acres to allow for 231 single-family lots and thirteen open space tracts for Hoot Owl Meadows (GDP-10-23-8940).

On March 4, 2024, after conclusion of the public hearing with testimony, the Bill approving the General Development Plan was continued to the March 18, 2024, City Council meeting. At the March 18, 2024, City Council meeting, the items were continued to the April 1, 2024, City Council meeting without discussion.

City Clerk Erin Ford made the first reading of Bill No. 5203 by title; copies of the proposed Bill having previously been made available to the public.

MOTION TO AMEND BILL NO. 5203

Councilmember Fowler moved to amend Bill No. 5203 to add an additional condition that, "Prior to the issuance of the 147th single-family home building permit, all of East Wyatt Road shall be improved to full-width residential collector street classification standards and specifications, from Adams Dairy Parkway to South Litchford Road." Motion seconded by Councilmember Ericson and carried unanimously.

VOTE ON BILL NO 5203, AS AMENDED

Councilmember Fowler moved to approve Bill No. 5203, as amended upon its first reading and proceed with the second reading. Motion seconded by Councilmember Ericson and carried unanimously.

2ND READING – BILL NO. 5203, AS AMENDED

Ms. Ford made the second reading of Bill No. 5203, as amended, by title. Councilmember Edmondson moved to adopt Bill No. 5203, as amended, upon its second reading and give it **ORDINANCE NO. 5319,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Lievsay and carried with the following vote:

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

VISITORS

James Mullins and Martin Underwood spoke in opposition to approval of Hoot Owl Meadows.

MAYORAL ANNOUNCEMENTS

Mayor Ross reminded citizens about the upcoming election on April 2, 2024.

Thoughts to Ponder:

"Talk is cheap, voting is free; take it to the polls."

(Nanette Avery)

ADJOURNMENT At 6:57 p.m., there was no further business to come before the Council, Councilmember Kaylor moved the meeting be adjourned. Motion seconded by Councilmember Ericson and carried unanimously.

CITY OF BLUE SPRINGS

ATTEST

Carson Ross, Mayor

Erin Ford, City Clerk

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: March 29, 2024

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

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

ISSUE/REQUEST

Approval of the issuance of 19 firework permits for the 2024 year.

BACKGROUND/JUSTIFICATION

City Municipal Code Section 235.020 authorizes the City to issue one firework permit per 3,000 population each year. The population adopted by Resolution 38-2023 was 59,518 which will allow for the issuance of 19 fireworks permits for 2024.

All the applicants have received fireworks permits in the past.

All applicants are required to submit for review an application and documentation supporting the intended use of the funds generated. These documents are attached for all 19 applicants. Prior to the issuance of each permit, insurance is verified and retained on file as stated in City Code Section 235.020. At the September 5, 2023, Council Meeting, Council approved a Code Amendment removing the requirement for applicants to appear in person at the first scheduled meeting in April .

This year, the City will continue its annual fireworks education campaign, “Be a Good Neighbor” to help build citizen awareness for fireworks safety and educate the public about City rules and regulations regarding fireworks.

Fireworks may be legally discharged within the City limits on the following dates and times:

July 1, 2, 3 10:00 am until 11:00 pm
July 4 10:00 am until midnight

Fireworks may be sold July 1 – July 4.

FINANCIAL IMPACT

Contractor:	n/a
Amount of Request/ Contract:	n/a
Amount Budgeted:	$5225.00
Budget Year:	FY2024-2025
Funding Source/Account #:	100-00000-419500
Account Balance:	n/a
Additional Funds Needed:	n/a
Funding Source/Account #:	n/a
Revenue to be Received:	$5225.00

Revenue Account No.	100.00000.419500

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
July 1, 2024	July 4, 2024

STAFF RECOMMENDATION

Staff recommends approval.

LIST OF REFERENCE DOCUMENTS ATTACHED

1. List of current permit holders and Tent Locations.
2. Copy of each permit holder's application and financial report.

REVIEWED BY:

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

2024 Fireworks Permit Holders

License	Name of Organization	Tent Location	Contact Name	Phone Number	Alt. Number
5473	Blue Springs Assembly	1100 S 7 Hwy	Joey Francis	816-656-1803	
5475	Blue Springs Parents Club	3005 SW 7 Hwy	Scott Fullerton	816-820-0004	
5477	Dragons Booster Club	1300 NW 7 Hwy	Jennifer Wyse	816-529-9238	816-866-3787
5478	Vaughn-Hudnall VFW Post #6603	2115 S 7 Hwy	Jan Duncan	816-516-4933	816-225-3727
5483	Guardians	1200 NW Woods Chapel Rd	Michael Brown	816-517-8503	
5485	Kenneth L Yeagle Memorial VFW Post 30	1712 SW Eastbound 40 Highway	Jimmy Cook	816-525-3756	816-728-4948
5488	Sunset Optimist Club of Blue Springs	1305 N 7 Hwy (Price Chopper North)	Richard Lee	816-598-0172	
6440	Plaza Heights Christian Academy	1901 N 7 Highway (Blue Springs 8 Theatre)	Rodney Burks	816-228-0670	501-909-9191
7304	Blue Springs South Wrestling Team	310 SW 7 Hwy	Meghan Stevens	816-263-1992	
7754	Lighthouse Church Inc	603 SW 40 Hwy	Timothy Quintrell	816-229-9933	816-916-0020
12723	Committee For Youth Development	1515 NW Woods Chapel Rd	David Gordon	816-419-2039	816-472-6362
13194	Pointe of Hope Lutheran Church	1215 A N 7 Hwy	Brian Hetzel	816-220-2609	816-591-1202
16768	Cornerstone Church of Blue Springs	301 SE AA Hwy	Mitch Odwyer	816-228-1979	816-929-1670
19832	Christian Business Mens Connection LLC	310 SW 7 Hwy	Dale Walkup	816-589-3975	
18763	Blue Springs South Band Boosters	1101 SW 7 Highway	Mike Foster	816-718-5945	
18762	Friends of Golden Regiment	625 SW Westbound US 40 Highway	Mike Parker	816-868-2429	
19314	Blue Springs Citizens Police Academy Alumni Assoc	1110 NW 7 Hwy	Tom Echerd	816-223-8900	816-229-5867
936	Stanley Pack Post 499 of the American Legion	499 S 7 Highway	Steven Thurmon	816-229-6043	816-974-4779
21003	My Brothers Keeper Network	7 Hwy & Lincoln Ave (Timothy Lutheran)	Antoine D Jennings	615-589-3599	

The City of Blue Springs Missouri

CITY OF BLUE SPRINGS
2024 FIREWORKS APPLICATION

(Please type or print)

The Blue Springs Assembly, a non-profit, Blue Springs, Missouri Corporation, hereby respectfully requests the City Council of the City of Blue Springs, Missouri, to grant them a permit to sell fireworks within the City limits of Blue Springs, Missouri, for a period beginning July 1, 2024 through midnight, July 4, 2024.

This application is made under provisions contained in Chapter 235, Sections 235.010 through 235.040, of the Code of Ordinances of the City of Blue Springs, Missouri.

Attached is a check in the amount of **$275.00** made payable to the City of Blue Springs.

Applicant herein states their fireworks stand shall be located at 1100 S HWY 7, Blue Springs, MO. The fireworks stand shall be a pole tent which is 40 feet by 80 feet. 64014

The herein stated organization and its members shall comply with all City ordinances and codes regarding the operation and sale of fireworks and requirements of Central Jackson County Fire Protection District and Office of the Missouri Fire Marshal to provide fire protection.

The proposed site is located upon property owned by:
Buchheit of Blue Springs.

As a result of the above and foregoing, the above named local, non-profit, community service organization hereby requests that such a permit be issued for the sale of fireworks.

Respectfully submitted,

Name & address of person to receive permit:
Joey Francis

2501 Duncan Rd Blue Springs, MO 64029

816 656 1903
Phone (provide work & home)

e-mail: Pastorjoey@bluespringsassembly.org

The City of Blue Springs Missouri

FIREWORKS PERMIT FINANCIAL REPORT 2024

Name & Address of Non-Profit Organization:

Blue Springs Assembly
2501 Duncan Rd.
Blue Springs, MO 64015

Revenues:	2023	2024 Projected
Sales:	69,200	165,000
Total Revenue:	69,200	165,000
Expenses:		
Operating Expenses	10,000	10,000
Cost of Fireworks	59,300	85,000
Total Expenses:	69,300	95,000
Total Profit	(100)	70,000
Profit %	0%	42%

Profits for Charitable purposes will be used for the following:

BACK PACKS & SCHOOL SUPPLIES FOR STUDENTS IN BLUE SPRINGS; GROCERIES FOR NEEDY FAMILIES; GAS CARDS & OTHER ASSISTANCE FOR NEEDY FAMILIES

The City of Blue Springs Missouri

CITY OF BLUE SPRINGS
2024 FIREWORKS APPLICATION

(Please type or print)

The Blue Springs Parents Club, Inc, a non-profit, Blue Springs, Missouri Corporation, hereby respectfully requests the City Council of the City of Blue Springs, Missouri, to grant them a permit to sell fireworks within the City limits of Blue Springs, Missouri, for a period beginning July 1, 2024 through midnight, July 4, 2024.

This application is made under provisions contained in Chapter 235, Sections 235.010 through 235.040, of the Code of Ordinances of the City of Blue Springs, Missouri.

Attached is a check in the amount of **$275.00** made payable to the City of Blue Springs.

Applicant herein states their fireworks stand shall be located at 3005 SW 7 Hwy. The fireworks stand shall be a TENT which is 40 feet by 80 feet.

The herein stated organization and its members shall comply with all City ordinances and codes regarding the operation and sale of fireworks and requirements of Central Jackson County Fire Protection District and Office of the Missouri Fire Marshal to provide fire protection.

The proposed site is located upon property owned by:
Doug Stroot.

As a result of the above and foregoing, the above named local, non-profit, community service organization hereby requests that such a permit be issued for the sale of fireworks.

Respectfully submitted,

Name & address of person to receive permit:
Scott Fullerton
1008 SW Hickory Ct
BS MO 64015
816-525-9699(w) 816-820-0004(c)
Phone (provide work & home)

e-mail: Scott.FullCPA@Gmail.com

Lighthouse will provide Cert. of Insurance.
2

The City of Blue Springs Missouri

FIREWORKS PERMIT FINANCIAL REPORT 2024

Name & Address of Non-Profit Organization:

Blue Springs Parents Club, Inc
1008 SW Hickory Ct
Blue Springs, MO 64015

Revenues:	2023	2024 Projected
Sales:	77,294	75,000
Total Revenue:	77,294	75,000
Expenses:		
Operating Expenses	4,615	7,000
Cost of Fireworks	34,817	34,000
Total Expenses:	39,432	41,000
Total Profit	37,861	34,000
Profit %	49%	45%

Profits for Charitable purposes will be used for the following:

To assist youth in Blue Springs area participate in youth activities.

CITY OF BLUE SPRINGS
2024 FIREWORKS APPLICATION

(Please type or print)

The Dragons Booster Club, a non-profit, Blue Springs, Missouri Corporation, hereby respectfully requests the City Council of the City of Blue Springs, Missouri, to grant them a permit to sell fireworks within the City limits of Blue Springs, Missouri, for a period beginning July 1, 2024 through midnight, July 4, 2024.

This application is made under provisions contained in Chapter 235, Sections 235.010 through 235.040, of the Code of Ordinances of the City of Blue Springs, Missouri.

Attached is a check in the amount of **$275.00** made payable to the City of Blue Springs.

Applicant herein states their fireworks stand shall be located at 1300 NW Hwy 7 Suite A, Blue Springs, MO 64014 The fireworks stand shall be a white tent which is 30 feet by 60 feet.

The herein stated organization and its members shall comply with all City ordinances and codes regarding the operation and sale of fireworks and requirements of Central Jackson County Fire Protection District and Office of the Missouri Fire Marshal to provide fire protection.

The proposed site is located upon property owned by:
Blue Springs Fitness Center.

As a result of the above and foregoing, the above named local, non-profit, community service organization hereby requests that such a permit be issued for the sale of fireworks.

Respectfully submitted,

Name & address of person to receive permit:
PO Box 38
Blue Springs, MO
64015

Phone (provide work & home)

e-mail: dragonsbooster@gmail.com

The City of Blue Springs Missouri

FIREWORKS PERMIT FINANCIAL REPORT 2024

Name & Address of Non-Profit Organization:

Dragons Booster Club

PO BOX 38

Blue Springs, MO 64014

Revenues:	**2023**	**2024 Projected**
Sales:	50,000	55,000
Total Revenue:		
Expenses:		
Operating Expenses	5,000	5,000
Cost of Fireworks	25,000	25,000
Total Expenses:	30,000	30,000
Total Profit	20,000	25,000
Profit %		

Profits for Charitable purposes will be used for the following:

Gymnastics expenses for the 2024-25 season

The City of Blue Springs Missouri

CITY OF BLUE SPRINGS
2024 FIREWORKS APPLICATION

(Please type or print)

The VAUGHN - HADNALL V.F.W. Post # 6603 a non-profit, Blue Springs, Missouri Corporation, hereby respectfully requests the City Council of the City of Blue Springs, Missouri, to grant them a permit to sell fireworks within the City limits of Blue Springs, Missouri, for a period beginning July 1, 2024 through midnight, July 4, 2024.

This application is made under provisions contained in Chapter 235, Sections 235.010 through 235.040, of the Code of Ordinances of the City of Blue Springs, Missouri.

Attached is a check in the amount of **$275.00** made payable to the City of Blue Springs.

Applicant herein states their fireworks stand shall be located at 2115 S. 7 HIWAY. The fireworks stand shall be a TENT which is 30 feet by 60 feet.

The herein stated organization and its members shall comply with all City ordinances and codes regarding the operation and sale of fireworks and requirements of Central Jackson County Fire Protection District and Office of the Missouri Fire Marshal to provide fire protection.

The proposed site is located upon property owned by:
DENNIS SHROUT.

As a result of the above and foregoing, the above named local, non-profit, community service organization hereby requests that such a permit be issued for the sale of fireworks.

Respectfully submitted,

Name & address of person to receive permit:
IAN DUNCAN
29506 E 62ND STREET
BLUE SPRINGS, MISSOURI 64014
IAN - 816-516-4933 CARL TATE 816-225-3727
Phone (provide work & home)

e-mail: bass1902@gmail.com

The City of Blue Springs Missouri

FIREWORKS PERMIT FINANCIAL REPORT 2024

Name & Address of Non-Profit Organization:

VAUGHN HUDNALL V.F.W. POST #6603

BLUE SPRINGS, MISSOURI 64015

Revenues:	**2023**	**2024 Projected**
Sales:	23464.00	25000.00
Total Revenue:	23464.00	25000.00
Expenses:		
Operating Expenses	3623.20	4000.00
Cost of Fireworks	869837	9500.00
Total Expenses:	1223157	13500.00
Total Profit	1123263	11800.00
Profit %	47%	47%

Profits for Charitable purposes will be used for the following: INCLUDING BUT NOT LIMITED TO: VA HOSPITAL, MISSOURI VETERANS HOMES, CHILDREN, YOUTH, SCHOLARSHIPS, COMMUNITY SERVICE, AID & ASSIST VETERANS & FAMILIES AS NEEDED & REQUESTED.

The City of Blue Springs Missouri

CITY OF BLUE SPRINGS
2024 FIREWORKS APPLICATION

(Please type or print)

The Guardians of Troop 603, a non-profit, Blue Springs, Missouri Corporation, hereby respectfully requests the City Council of the City of Blue Springs, Missouri, to grant them a permit to sell fireworks within the City limits of Blue Springs, Missouri, for a period beginning July 1, 2024 through midnight, July 4, 2024.

This application is made under provisions contained in Chapter 235, Sections 235.010 through 235.040, of the Code of Ordinances of the City of Blue Springs, Missouri.

Attached is a check in the amount of **$275.00** made payable to the City of Blue Springs.

Applicant herein states their fireworks stand shall be located at 1200 SW Woods Chapel Rd. The fireworks stand shall be a Tent which is 40 feet by 80 feet.

The herein stated organization and its members shall comply with all City ordinances and codes regarding the operation and sale of fireworks and requirements of Central Jackson County Fire Protection District and Office of the Missouri Fire Marshal to provide fire protection.

The proposed site is located upon property owned by:
Kingsridge Shopping Center.

As a result of the above and foregoing, the above named local, non-profit, community service organization hereby requests that such a permit be issued for the sale of fireworks.

Respectfully submitted,

Name & address of person to receive permit:
Michael Brown
3060 SW Kimstin Ct
Blue Springs, MO 64015

Phone (provide work & home)

e-mail: Mdbkc7@gmail.com

The City of Blue Springs Missouri

FIREWORKS PERMIT FINANCIAL REPORT 2024

Name & Address of Non-Profit Organization:

Guardians
701 NW 15th
Bs MO 64015

Revenues:	**2023**	**2024 Projected**
Sales:	71,000	60,000
Total Revenue:	71,000	60,000
Expenses:		
Operating Expenses		
Cost of Fireworks		
Total Expenses:	60,350	51,000
Total Profit	10,650	9,000
Profit %	15%	15%

Profits for Charitable purposes will be used for the following:

Boy Scout Troop expenses for Camping
Monthly and 10 day Camping

The City of Blue Springs

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FEB 16 2024
Blue Springs
Business Services

CITY OF BLUE SPRINGS
2024 FIREWORKS APPLICATION

(Please type or print)

The KENNETH L YEAGLE MEMORIAL POST 30, a non-profit, Blue Springs, Missouri Corporation, hereby respectfully requests the City Council of the City of Blue Springs, Missouri, to grant them a permit to sell fireworks within the City limits of Blue Springs, Missouri, for a period beginning July 1, 2024 through midnight, July 4, 2024.

This application is made under provisions contained in Chapter 235, Sections 235.010 through 235.040, of the Code of Ordinances of the City of Blue Springs, Missouri.

Attached is a check in the amount of **$275.00** made payable to the City of Blue Springs.

Applicant herein states their fireworks stand shall be located at 1712 SW EAST BOUND HIGHWAY 40 B.S. MO. The fireworks stand shall be a TENT which is 70 feet by 30 feet.

The herein stated organization and its members shall comply with all City ordinances and codes regarding the operation and sale of fireworks and requirements of Central Jackson County Fire Protection District and Office of the Missouri Fire Marshal to provide fire protection.

The proposed site is located upon property owned by:
GEORGE WARD.

As a result of the above and foregoing, the above named local, non-profit, community service organization hereby requests that such a permit be issued for the sale of fireworks.

Respectfully submitted,

Name & address of person to receive permit:
JIMMY M. COOK
1300 SW 7TH STREET
OAKGROVE, MO 64075
816-728-4948
Phone (provide work & home)

e-mail: cookieboyjoy@sbcglobal.net

The City of Blue Springs

FIREWORKS PERMIT FINANCIAL REPORT 2024

Name & Address of Non-Profit Organization:

KENNETH L. YEAGLE MEMORIA POST 30
1300 SW 7TH STREET
OAK GROVE, MO. 64075

Revenues:	2023	2024 Projected
Sales:	$23,898.69	$30,000.00
Total Revenue:	$23,898.69	$30,000.00
Expenses:		
Operating Expenses	7,043.58	$7,200.00
Cost of Fireworks	$14,903.10	$10,000.00
Total Expenses:	21,946.68	$17,200.00
Total Profit	1,952.01	$12,800
Profit %	8%	40%

Profits for Charitable purposes will be used for the following:

DIRECT AID TO VETERNS, DONATE TO VFW SERVICER FUND, DONATE TO BSJROTC, PROVIDE YOUTH SCHOLARSHIPS - VOICE OF DEMOCRACY & PATRIOTS PEN, DONATE DONATE TO NATIONAL VFW PROGRAMS

RECEIVED

FEB 01 2024

Blue Springs
Business Services

CITY OF BLUE SPRINGS
FIREWORKS APPLICATION

(Please type or print)

The Sunset Optimist Club of Blue Springs MO, a non-profit, Blue Springs, Missouri Corporation, hereby respectfully requests the City Council of the City of Blue Springs, Missouri, to grant them a permit to sell fireworks within the City limits of Blue Springs, Missouri, for a period beginning July 1 through midnight, July 4.

This application is made under provisions contained in Chapter 235, Sections 235.010 through 235.040, of the Code of Ordinances of the City of Blue Springs, Missouri.

Attached is a check in the amount of **$275.00** made payable to the City of Blue Springs.

Applicant herein states their fireworks stand shall be located at 1305 N 7 Hwy Blue Springs MO. The fireworks stand shall be a tent which is 30 feet by 70 feet.

The herein stated organization and its members shall comply with all City ordinances and codes regarding the operation and sale of fireworks and requirements of Central Jackson County Fire Protection District and Office of the Missouri Fire Marshal to provide fire protection.

The proposed site is located upon property owned by:
Price Chopper.

As a result of the above and foregoing, the above named local, non-profit, community service organization hereby requests that such a permit be issued for the sale of fireworks.

Respectfully submitted,

Name & address of person to receive permit:
Richard Lee
923 SE Sunnyside School Rd
Blue Springs, MO 64014
816-598-0172
Phone (provide work & home)

blue.springs.rk@gmail.com

The City of Blue Springs Missouri

FIREWORKS PERMIT FINANCIAL REPORT 2024

Name & Address of Non-Profit Organization:

Sunset Optimist Club of Blue Springs MO
923 SE Sunnyside School Rd
Blue Springs, MO 64014

Revenues:	**2023**	**2024 Projected**
Sales:	80,000	80,000
Cleftover inventory	10,000	1,000
Total Revenue:	90,000	81,000
Expenses:		
Operating Expenses	12,000	12,000
Cost of Fireworks	50,000	40,000
Total Expenses:	62,000	52,000
Total Profit	28,000	29,000
Profit %	31%	36%

Profits for Charitable purposes will be used for the following:

Local youth essay contests prizes, scholarships to local youth groups, local baseball youth groups, fishing derby @ RR Park and other youth groups such as the ROTC in Blue Springs.

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MAR 04 2024
Blue Springs
Business Services

The City of Blue Springs Missouri

CITY OF BLUE SPRINGS
2024 FIREWORKS APPLICATION

(Please type or print)

The Plaza Heights Christian Academy, a non-profit, Blue Springs, Missouri Corporation, hereby respectfully requests the City Council of the City of Blue Springs, Missouri, to grant them a permit to sell fireworks within the City limits of Blue Springs, Missouri, for a period beginning July 1, 2024 through midnight, July 4, 2024.

This application is made under provisions contained in Chapter 235, Sections 235.010 through 235.040, of the Code of Ordinances of the City of Blue Springs, Missouri.

Attached is a check in the amount of **$275.00** made payable to the City of Blue Springs.

Applicant herein states their fireworks stand shall be located at Miller 8 Theatres 1901 N. Hwy 7 Suite C. Blue Springs. The fireworks stand shall be a Tent which is 70 feet by 30 feet.

The herein stated organization and its members shall comply with all City ordinances and codes regarding the operation and sale of fireworks and requirements of Central Jackson County Fire Protection District and Office of the Missouri Fire Marshal to provide fire protection.

The proposed site is located upon property owned by:
Miller Theatres.

As a result of the above and foregoing, the above named local, non-profit, community service organization hereby requests that such a permit be issued for the sale of fireworks.

Respectfully submitted,

Name & address of person to receive permit:
Rodney Burks
1500 SW Clark Rd
Blue Springs, MO 64015
816 228-0670 w / 501 909-9191
Phone (provide work & home)

e-mail: rburks@plazaheightsacademy.com

The City of Blue Springs Missouri

FIREWORKS PERMIT FINANCIAL REPORT 2024

Name & Address of Non-Profit Organization:

Plaza Heights Christian Academy
1500 SW Clark Road
Blue Springs, MO 64015

	2023	2024 Projected
Revenues:		
Sales:	$ 42,978.54	$40,000
Total Revenue:	$42,978.54	$40,000
Expenses:		
Operating Expenses	-20,965.55	-4500
Cost of Fireworks	-18,911.65	-20,000
Total Expenses:		
Total Profit	$ 21,012.34	$15,500
Profit %	49%	39%

Profits for Charitable purposes will be used for the following:

Building improvements and educational technology products

CITY OF BLUE SPRINGS
2024 FIREWORKS APPLICATION

(Please type or print)

The **Blue Springs South Wrestling group**, a non profit, Blue Springs, Missouri Corporation, hereby respectfully requests the City Council of the City of Blue Springs, Missouri, to grant them a permit to sell fireworks within the City limits of Blue Springs, Missouri, for a period beginning July 1, 2024 through midnight, July 4, 2024.

This application is made under provisions contained in Chapter 235, Sections 235.010 through 235.040, of the Code of Ordinances of the City of Blue Springs, Missouri.

Attached is a check in the amount of **$275.00** made payable to the City of Blue Springs.

Applicant herein states their fireworks stand shall be located at **310 S 7 Hwy, Blue Springs, MO**. The fireworks stand shall be a **tent** which is **40** feet by **80** feet.

The herein stated organization and its members shall comply with all City ordinances and codes regarding the operation and sale of fireworks and requirements of Central Jackson County Fire Protection District and Office of the Missouri Fire Marshal to provide fire protection.

The proposed site is located upon property owned by:
Dan Feldman of Feldman's Farm and Home

As a result of the above and foregoing, the above named local, non-profit, community service organization hereby requests that such a permit be issued for the sale of fireworks.

Respectfully submitted,

Name & address of person to receive permit:
Meghan Stevens
200 E. Adriatic St.
Kingsville, MO 64061

_____
Phone (provide work & home): **816-263-1992 (c)**

E-mail: **allstarfireworks97@gmail.com**

The City of Blue Springs Missouri

FIREWORKS PERMIT FINANCIAL REPORT 2024

Name & Address of Non-Profit Organization:

Blue Springs South Wrestling Club
1505 SW Crystal Creek Pl.
Blue Springs, MO 64015

Revenues:	**2023**	**2024 Projected**
Sales:	$31,000	40-45,000
Total Revenue:	$31,000	$40-45,000
Expenses:		
Operating Expenses	$2,000	$2,000
Cost of Fireworks	$22,000	$20-25,000
Total Expenses:	$24,000	$22-27,000
Total Profit	$7,000	$18,000
Profit %	20% payout from net profits	

Profits for Charitable purposes will be used for the following:

Any and all profits obtained from the fireworks fundraiser is used at the full discretion of the nonprofit above. In previous years, it has been used to apply towards athletes camp fees, tournaments, uniforms and gear, and any other acquired needs.

The City of Blue Springs Missouri

CITY OF BLUE SPRINGS
2024 FIREWORKS APPLICATION

(Please type or print)

The Lighthouse Church Blue Springs, a non-profit, Blue Springs, Missouri Corporation, hereby respectfully requests the City Council of the City of Blue Springs, Missouri, to grant them a permit to sell fireworks within the City limits of Blue Springs, Missouri, for a period beginning July 1, 2024 through midnight, July 4, 2024.

This application is made under provisions contained in Chapter 235, Sections 235.010 through 235.040, of the Code of Ordinances of the City of Blue Springs, Missouri.

Attached is a check in the amount of **$275.00** made payable to the City of Blue Springs.

Applicant herein states their fireworks stand shall be located at 603 US 40 HWy Blue Springs, MO. The fireworks stand shall be a Tent which is 70 feet by 30 feet.

The herein stated organization and its members shall comply with all City ordinances and codes regarding the operation and sale of fireworks and requirements of Central Jackson County Fire Protection District and Office of the Missouri Fire Marshal to provide fire protection.

The proposed site is located upon property owned by:
Rh Johnson.

As a result of the above and foregoing, the above named local, non-profit, community service organization hereby requests that such a permit be issued for the sale of fireworks.

Respectfully submitted,

Name & address of person to receive permit:
Timothy Quintrell
Lighthouse Church Blue Springs
1412 NW Amesbury RD
Blue Springs, MO, 64015
Phone (provide work & home)

e-mail: ptq@lhcbluesprings.com

The City of Blue Springs Missouri

FIREWORKS PERMIT FINANCIAL REPORT 2024

Name & Address of Non-Profit Organization:

Lighthouse Church Blue Springs Inc

1412 NW Amesbury RD

Blue Springs, MO, 64015

Revenues:	**2023**	**2024 Projected**
Sales:	64,876	same
Total Revenue:		
Expenses:		
Operating Expenses	7,293	same
Cost of Fireworks	27,342	same
Total Expenses:	34,635	same
Total Profit	30,241	
Profit %		

Profits for Charitable purposes will be used for the following:

Community Outreach

Missions

Ongoing church development

The City of Blue Springs Missouri

CITY OF BLUE SPRINGS
2024 FIREWORKS APPLICATION

(Please type or print)

The Commerce for Youth Development, a non-profit, Blue Springs, Missouri Corporation, hereby respectfully requests the City Council of the City of Blue Springs, Missouri, to grant them a permit to sell fireworks within the City limits of Blue Springs, Missouri, for a period beginning July 1, 2024 through midnight, July 4, 2024.

This application is made under provisions contained in Chapter 235, Sections 235.010 through 235.040, of the Code of Ordinances of the City of Blue Springs, Missouri.

Attached is a check in the amount of **$275.00** made payable to the City of Blue Springs.

Applicant herein states their fireworks stand shall be located at McDonalds north parking lot 1515 NE Woodlawn Chapel. The fireworks stand shall be a tent which is 30 feet by 90 feet.

The herein stated organization and its members shall comply with all City ordinances and codes regarding the operation and sale of fireworks and requirements of Central Jackson County Fire Protection District and Office of the Missouri Fire Marshal to provide fire protection.

The proposed site is located upon property owned by:
Jim Hill, McDonalds Franchisee.

As a result of the above and foregoing, the above named local, non-profit, community service organization hereby requests that such a permit be issued for the sale of fireworks.

Respectfully submitted,

Name & address of person to receive permit:
David Gordon
605 NW 39th St
Blue Springs MO 64015

work 816-472-6362
cell 816-419-2039

Phone (provide work & home)

e-mail: davidgrandma@sbcglobal.net

The City of Blue Springs Missouri

FIREWORKS PERMIT FINANCIAL REPORT 2024

Name & Address of Non-Profit Organization:

Revenues:	**2023**	**2024 Projected**
Sales:	63,663	65,000
Total Revenue:		
Expenses:		
Operating Expenses	7,380	7500
Cost of Fireworks	40,266	42,000
	~~47,646~~	
Total Expenses:	47,646	49,500
Total Profit	16,016	15,500
Profit %	25%	24%

Profits for Charitable purposes will be used for the following:

Boy Scout Troop 362, Pack 362 and American Heritage Girls of St. John LaLande Catholic Church.

The City of Blue Springs Missouri

CITY OF BLUE SPRINGS
2024 FIREWORKS APPLICATION

(Please type or print)

The Pointe of Hope Church, a non-profit, Blue Springs, Missouri Corporation, hereby respectfully requests the City Council of the City of Blue Springs, Missouri, to grant them a permit to sell fireworks within the City limits of Blue Springs, Missouri, for a period beginning July 1, 2024 through midnight, July 4, 2024.

This application is made under provisions contained in Chapter 235, Sections 235.010 through 235.040, of the Code of Ordinances of the City of Blue Springs, Missouri.

Attached is a check in the amount of **$275.00** made payable to the City of Blue Springs.

Applicant herein states their fireworks stand shall be located at 1215 A North 7 Hwy, Blue Springs, MO 64014 The fireworks stand shall be a Tent which is 40 feet by 80 feet.

The herein stated organization and its members shall comply with all City ordinances and codes regarding the operation and sale of fireworks and requirements of Central Jackson County Fire Protection District and Office of the Missouri Fire Marshal to provide fire protection.

The proposed site is located upon property owned by:
Pointe of Hope Church.

As a result of the above and foregoing, the above named local, non-profit, community service organization hereby requests that such a permit be issued for the sale of fireworks.

Respectfully submitted,

Name & address of person to receive permit:
Brian Hetzel
℅ Pointe of Hope Church
1215 A N. 7 Hwy
Blue Springs, MO 64014

brianhetzel@pointeofhope.org
Phone: 816-220-2609

Phone (provide work & home)

e-mail: carolynwhitsitt@pointeofhope.org

The City of Blue Springs Missouri

FIREWORKS PERMIT FINANCIAL REPORT 2024

Name & Address of Non-Profit Organization:

Pointe of Hope Church
1215A North 7 Hwy
Blue Springs, MO 64014

Revenues:	2023	2024 Projected
Sales:	123211.00	100000.00
Total Revenue:	123211.00	100,000.00
Expenses:		
Operating Expenses	12673.00	15000.00
Cost of Fireworks	33811.00	35000.00
Total Expenses:	46484.00	50000.00
Total Profit	77762.00	50000.00
Profit %	63%	50%

Profits for Charitable purposes will be used for the following:

Supplement the contributions for the church and it's effort in "Pointing People to Jesus." Also, supports Community outreach and donations to those in need.

The City of Blue Springs Missouri

CITY OF BLUE SPRINGS
2024 FIREWORKS APPLICATION

(Please type or print)

The Cornerstone Church of Blue Springs, a non-profit, Blue Springs, Missouri Corporation, hereby respectfully requests the City Council of the City of Blue Springs, Missouri, to grant them a permit to sell fireworks within the City limits of Blue Springs, Missouri, for a period beginning July 1, 2024 through midnight, July 4, 2024.

This application is made under provisions contained in Chapter 235, Sections 235.010 through 235.040, of the Code of Ordinances of the City of Blue Springs, Missouri.

Attached is a check in the amount of **$275.00** made payable to the City of Blue Springs.

Applicant herein states their fireworks stand shall be located at 301 SE AA HWY Blue Springs, MO 64014 The fireworks stand shall be a tent which is 110 feet by 30 feet.

The herein stated organization and its members shall comply with all City ordinances and codes regarding the operation and sale of fireworks and requirements of Central Jackson County Fire Protection District and Office of the Missouri Fire Marshal to provide fire protection.

The proposed site is located upon property owned by:
Cornestone Church of Blue Springs.

As a result of the above and foregoing, the above named local, non-profit, community service organization hereby requests that such a permit be issued for the sale of fireworks.

Respectfully submitted,

Name & address of person to receive permit:
Mitch ODwyer
301 SE AA HWY
Blue Springs, MO 64014
816-929-1670 - Cell 816-228-1979 - church
Phone (provide work & home)

e-mail: Mitch.odwyer@gmail.com

The City of Blue Springs Missouri

FIREWORKS PERMIT FINANCIAL REPORT 2024

Name & Address of Non-Profit Organization:

Cornerstone Church of Blue Springs
301 SE AA HWY
Blue Spring, MO 64014

Revenues:	2023	2024 Projected
Sales:	140,000	150,000
Total Revenue:	140,000	150,000
Expenses:		
Operating Expenses	$1,000	$750
Cost of Fireworks	$95,000	$95,000
Total Expenses:	$96,000	$95,750
Total Profit	$44,000	$54,250
Profit %	30-35%	30-35%

Profits for Charitable purposes will be used for the following:

We use all profits to help fund our various local, national, & international mission projects.

The City of Blue Springs Missouri

CITY OF BLUE SPRINGS
2024 FIREWORKS APPLICATION

(Please type or print)

The Christian Business Mens Connection LLC, a non-profit, Blue Springs, Missouri Corporation, hereby respectfully requests the City Council of the City of Blue Springs, Missouri, to grant them a permit to sell fireworks within the City limits of Blue Springs, Missouri, for a period beginning July 1, 2024 through midnight, July 4, 2024.

This application is made under provisions contained in Chapter 235, Sections 235.010 through 235.040, of the Code of Ordinances of the City of Blue Springs, Missouri.

Attached is a check in the amount of **$275.00** made payable to the City of Blue Springs.

Applicant herein states their fireworks stand shall be located at Feldmans 310 South 7 Hwy. The fireworks stand shall be a Tent which is 30 feet by 60 feet.

The herein stated organization and its members shall comply with all City ordinances and codes regarding the operation and sale of fireworks and requirements of Central Jackson County Fire Protection District and Office of the Missouri Fire Marshal to provide fire protection.

The proposed site is located upon property owned by:
DAN FELDMAN.

As a result of the above and foregoing, the above named local, non-profit, community service organization hereby requests that such a permit be issued for the sale of fireworks.

Respectfully submitted,

Name & address of person to receive permit:
DALE WALKUP
3115 S.W. HIGGINS Rd
BLUE SPRINGS MO
64015
Phone (provide work & home)

e-mail: luckytimedogcarwash@yahoo.com.

The City of Blue Springs Missouri

FIREWORKS PERMIT FINANCIAL REPORT 2024

Name & Address of Non-Profit Organization:

Christian Business Mens Connection LLC
3115 S.W. Liggett Rd.
Blue Springs, Mo 64015

Revenues:	2023	2024 Projected
Sales:	23,521	29,000
Total Revenue:	23,521	29,000
Expenses:		
Operating Expenses		6500
Cost of Fireworks		12,500
Lighthouse Settlement	16,178	
Total Expenses:		19,000
Total Profit	7343	10,000
Profit %		

Profits for Charitable purposes will be used for the following:

Assisting to Blue Springs South. Band, Fundraising.

The City of Blue Springs

CITY OF BLUE SPRINGS
2024 FIREWORKS APPLICATION

(Please type or print)

The BLUE SPRINGS SOUTH BAND BOOSTERS, a non-profit, Blue Springs, Missouri Corporation, hereby respectfully requests the City Council of the City of Blue Springs, Missouri, to grant them a permit to sell fireworks within the City limits of Blue Springs, Missouri, for a period beginning July 1, 2024 through midnight, July 4, 2024.

This application is made under provisions contained in Chapter 235, Sections 235.010 through 235.040, of the Code of Ordinances of the City of Blue Springs, Missouri.

Attached is a check in the amount of **$275.00** made payable to the City of Blue Springs.

Applicant herein states their fireworks stand shall be located at PRICE CHOPPER 1101 MO 7 64015. The fireworks stand shall be a TENT which is 40 feet by 80 feet.

The herein stated organization and its members shall comply with all City ordinances and codes regarding the operation and sale of fireworks and requirements of Central Jackson County Fire Protection District and Office of the Missouri Fire Marshal to provide fire protection.

The proposed site is located upon property owned by:
COSENTINO'S FOOD'S - VICTOR COSENTINO.

As a result of the above and foregoing, the above named local, non-profit, community service organization hereby requests that such a permit be issued for the sale of fireworks.

Respectfully submitted,

Name & address of person to receive permit:
BLUE SPRINGS SOUTH BAND BOOSTERS
MIKE FOSTER
1605 SW 40 HWY #208
BLUE SPRINGS, MO 64064

Phone (provide work & home) Mike- 678-458-2208

e-mail: michaelrfosterjr@outlook.com

The City of Blue Springs

FIREWORKS PERMIT FINANCIAL REPORT 2024

Name & Address of Non-Profit Organization:

BLUE SPRINGS SOUTH BAND BOOSTERS
605 SW 40 HIGHWAY #708
BLUE SPRINGS, MO 64014

Revenues:	2023	2024 Projected
Sales:	40,000	60,000
Total Revenue:		
Expenses:		
Operating Expenses	15,360	20000
Cost of Fireworks	18,560	28,000
	32,000	
Total Expenses:		48,000
Total Profit	$ 8,000	12,000
Profit %	20%	20%

Profits for Charitable purposes will be used for the following:

To assist band students at BSSHS with costs associated with performing at multiple venues across the region.

CITY OF BLUE SPRINGS
FIREWORKS APPLICATION

(Please type or print)

The Friends of Golden Regiment,
a non-profit, Blue Springs, Missouri Corporation, hereby respectfully requests the City Council of the City of Blue Springs, Missouri, to grant them a permit to sell fireworks within the City limits of Blue Springs, Missouri, for a period beginning July 1 through midnight, July 4.

This application is made under provisions contained in Chapter 235, Sections 235.010 through 235.040, of the Code of Ordinances of the City of Blue Springs, Missouri.

Attached is a check in the amount of **$275.00** made payable to the City of Blue Springs.

Applicant herein states their fireworks stand shall be located at 625 US-40 Blue Springs, MO 64015. The fireworks stand shall be a tent which is 40 feet by 40 feet.

The herein stated organization and its members shall comply with all City ordinances and codes regarding the operation and sale of fireworks and requirements of Central Jackson County Fire Protection District and Office of the Missouri Fire Marshal to provide fire protection.

The proposed site is located upon property owned by:
Hy-Vee.

As a result of the above and foregoing, the above named local, non-profit, community service organization hereby requests that such a permit be issued for the sale of fireworks.

Respectfully submitted,

Name & address of person to receive permit:
Mike Parker
3400 NW Chapman Ct
Blue Springs MO 64015
816-868-2429
Phone (provide work & home)

MJ.Parker3400@yahoo.com

The City of Blue Springs

CITY OF BLUE SPRINGS
2024 FIREWORKS APPLICATION

(Please type or print)

The Blue Springs Citizens Police Academy Alumni Association, a non-profit, Blue Springs, Missouri Corporation, hereby respectfully requests the City Council of the City of Blue Springs, Missouri, to grant them a permit to sell fireworks within the City limits of Blue Springs, Missouri, for a period beginning July 1, 2024 through midnight, July 4, 2024.

This application is made under provisions contained in Chapter 235, Sections 235.010 through 235.040, of the Code of Ordinances of the City of Blue Springs, Missouri.

Attached is a check in the amount of **$275.00** made payable to the City of Blue Springs.

Applicant herein states their fireworks stand shall be located at 1110 NW 7 Hwy, Blue Springs, MO 64014. The fireworks stand shall be a tent which is 40 feet by 80 feet.

The herein stated organization and its members shall comply with all City ordinances and codes regarding the operation and sale of fireworks and requirements of Central Jackson County Fire Protection District and Office of the Missouri Fire Marshal to provide fire protection.

The proposed site is located upon property owned by:
Blue Beacon International.

As a result of the above and foregoing, the above named local, non-profit, community service organization hereby requests that such a permit be issued for the sale of fireworks.

Respectfully submitted,

Name & address of person to receive permit:
Tom Echerd
BSCPA Alumni Association
605 SW US Hwy 40 #113
Blue Springs, MO 64014
Phone (provide work & home) 816.223.8900

e-mail: techerd@swbell.net

The City of Blue Springs

FIREWORKS PERMIT FINANCIAL REPORT 2024

Name & Address of Non-Profit Organization:

Blue Springs Citizens Police Academy Alumni Association

605 SW US Hwy 40 #113

Blue Springs, MO 64014

Revenues:	2023	2024 Projected
Sales:	83,064.36	90,124.83
Total Revenue:	83,064.36	90,124.83
Expenses:		
Operating Expenses	14,218.43	15,427.00
Cost of Fireworks	34,531.97	37,467.19
Total Expenses:	48,750.40	52,894.19
Total Profit	34,313.96	37,230.64
Profit %	58.69	58.69

Profits for Charitable purposes will be used for the following:

To support programs associated with the Blue Springs Police Department like Shop With A Blue Springs Cop, Life Sports, Girls on Fire, Live911, Officer Mental Health Check Ins and the Citizen's Police Academy,

The City of Blue Springs Missouri

CITY OF BLUE SPRINGS
2024 FIREWORKS APPLICATION

(Please type or print)

The STANLEY PACK AMERICAN LEGION POST 499, a non-profit, Blue Springs, Missouri Corporation, hereby respectfully requests the City Council of the City of Blue Springs, Missouri, to grant them a permit to sell fireworks within the City limits of Blue Springs, Missouri, for a period beginning July 1, 2024 through midnight, July 4, 2024.

This application is made under provisions contained in Chapter 235, Sections 235.010 through 235.040, of the Code of Ordinances of the City of Blue Springs, Missouri.

Attached is a check in the amount of **$275.00** made payable to the City of Blue Springs.

Applicant herein states their fireworks stand shall be located at 499 S. 7 Hwy. The fireworks stand shall be a TENT which is 30 feet by 60 feet.

The herein stated organization and its members shall comply with all City ordinances and codes regarding the operation and sale of fireworks and requirements of Central Jackson County Fire Protection District and Office of the Missouri Fire Marshal to provide fire protection.

The proposed site is located upon property owned by:
STANLEY PACK AMERICAN LEGION POST 499.

As a result of the above and foregoing, the above named local, non-profit, community service organization hereby requests that such a permit be issued for the sale of fireworks.

Respectfully submitted,

Name & address of person to receive permit:
STEVEN R THURMON, CPA
922 NW VESPER STREET
BLUE SPRINGS, MO
64015-3736 W: 816-874-4779 H: 816-229-6043
Phone (provide work & home)

e-mail: STHURMON@SPT-CPA.COM

The City of Blue Springs Missouri

FIREWORKS PERMIT FINANCIAL REPORT 2024

Name & Address of Non-Profit Organization:

STANLEY PACK AMERICAN LEGION POST 499

Revenues:	**2023**	**2024 Projected**
Sales:	48,236.10	50,000
Total Revenue:	48,236.10	50,000
Expenses:		
Operating Expenses	3,341.81	3,500.00
Cost of Fireworks	26,817.84	~~38~~000 28,000
Total Expenses:	30,159.65	~~42,500~~ 31,500
Total Profit	21,418.26	18,500
Profit %	44%	37%

Profits for Charitable purposes will be used for the following:

Veteran Affairs; American Legion Baseball Team

The City of Blue Springs

CITY OF BLUE SPRINGS
2024 FIREWORKS APPLICATION

(Please type or print)

The My Brother's Keeper Network, a non-profit, Blue Springs, Missouri Corporation, hereby respectfully requests the City Council of the City of Blue Springs, Missouri, to grant them a permit to sell fireworks within the City limits of Blue Springs, Missouri, for a period beginning July 1, 2024 through midnight, July 4, 2024.

This application is made under provisions contained in Chapter 235, Sections 235.010 through 235.040, of the Code of Ordinances of the City of Blue Springs, Missouri.

Attached is a check in the amount of **$275.00** made payable to the City of Blue Springs.

Applicant herein states their fireworks stand shall be located at The SW Corner of Lincoln Ave & Hwy 7. The fireworks stand shall be a tent which is 30 feet by 70 feet.

The herein stated organization and its members shall comply with all City ordinances and codes regarding the operation and sale of fireworks and requirements of Central Jackson County Fire Protection District and Office of the Missouri Fire Marshal to provide fire protection.

The proposed site is located upon property owned by:
Timothy Lutheran Church.

As a result of the above and foregoing, the above named local, non-profit, community service organization hereby requests that such a permit be issued for the sale of fireworks.

Respectfully submitted,

Name & address of person to receive permit:
ANTOINE JENNINGS
1101 SW 44th St
Blue Springs, MO. 64015

Phone (provide work & home)

e-mail: wolvij@yahoo.com
also include Steve Steiner
steves7@microdsl.net

The City of Blue Springs Missouri

FIREWORKS PERMIT FINANCIAL REPORT 2024

Name & Address of Non-Profit Organization:

My Brother's Keeper
% Antoine Jennings
1101 SW 44th St. Blue Springs, MO. 64015

Revenues:	2023	2024 Projected
Sales:	27,113.00	29,000.00
Total Revenue:	27,113	29,000
Expenses:		
Operating Expenses	6,200	
Cost of Fireworks	14,000	
Total Expenses:	$20,200	
Total Profit	$5,800	
Profit %	20%	20%

Profits for Charitable purposes will be used for the following:

Providing Rent & Housing for Low Rent Families.

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: March 8, 2024

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

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

ISSUE/REQUEST

Declare and accept the results of the April 2, 2024 General Municipal Election for Mayor.

BACKGROUND/JUSTIFICATION

A General Municipal Election was held on April 2, 2024, for the office of Mayor. Section 8.4.B of the Blue Springs Home Rule Charter requires the Council to declare the results of any municipal election at the first meeting following the election. A copy of the Official Ballot, as well as the Official Certification of the election results from Jackson County Board of Election Commissioners are attached.

Mayor:

Chris Lievsay	6, 493
Galen Ericson	4, 394
Jerry Kaylor	1, 283

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
April 15, 2024	April 17, 2028

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. Notice of Election and Official Sample Ballot
2. Official Certification of Election Results

REVIEWED BY:

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

Blue Springs
Missouri

CERTIFICATION OF ELECTION
JANUARY 22, 2024

Notice is hereby given to the Jackson County Board of Election Commissioners that the City Council of the City of Blue Springs, Jackson County, Missouri, has called an Election to be held on Tuesday, April 2, 2024. This certification is in accordance with the rules, regulations and/or ordinances of the City of Blue Springs, Jackson County, Missouri, and the applicable state laws. Below is the official ballot and notice of election.

NOTICE OF ELECTION
CITY OF BLUE SPRINGS
TUESDAY, APRIL 2, 2024

Notice is hereby given to the registered qualified voters of the City of Blue Springs, Jackson County, Missouri, that the City Council has called an Election to be held on Tuesday, April 2, 2024. The polls will be open between the hours of 6:00 a.m. and 7:00 p.m. The official ballot will be substantially in the following form:

OFFICIAL BALLOT
CITY OF BLUE SPRINGS, MISSOURI
GENERAL ELECTION
TUESDAY, APRIL 2, 2024

MAYOR (4-year term)
Chris Lievsay
Galen Ericson
Jerry Kaylor

The instructions to the voters and the poll locations will be supplied by the election board.

IN WITNESS WHEREOF the City Council has caused its name to be hereunto signed and the official seal affixed this 22nd day of January, 2024.

Erin M. Ford 1/22/24
Erin Ford
City Clerk

Jackson County Board of Election
Commissioners

RECEIVED
24 JAN 22 PM 3:51

OFFICIAL CERTIFICATION

GENERAL MUNICIPAL ELECTION

CITY OF BLUE SPRINGS

STATE OF MISSOURI

County of Jackson

Tuesday, April 2, 2024

Jackson County Board of Election Commissioners
215 N. Liberty, P.O. Box 296
Independence, Missouri 64051

Michael K. Whitehead	Henry R. Carner	Colleen M. Scott	Lyle K. Querry
Chairman	Secretary	Member	Member

Tammy L. Brown	Sara A. Zorich
Director	Director

Voter Turnout
JACKSON COUNTY, MISSOURI
GENERAL MUNICIPAL ELECTION
APRIL 2, 2024
ELECTION DAY
OFFICIAL

Precincts	Ballots Cast	Registered Voters	% Turnout
B101, 02, 03, 09	657	4159	15.80%
B1 04	224	1058	21.17%
B105, 06, 07, 08, 13, B4 01	531	1888	28.12%
B110, 11, B4 02, 03, 04	774	2814	27.51%
B2 01	445	1884	23.62%
B202, 03, 04	676	3050	22.16%
B205, B6 03, 04, 05	1568	4193	37.40%
B206, 07	479	2204	21.73%
B301	644	2678	24.05%
B3 02	712	2582	27.58%
B303, 04, 05, 06	966	3396	28.45%
B405, 08, 10	470	2174	21.62%
B406, 07, 09	441	1731	25.48%
B411, B5 05	942	2828	33.31%
B5 01, 02	798	3232	24.69%
B5 03	343	1009	33.99%
B5 04	552	1880	29.36%
B6 01	543	2398	22.64%
B6 02	767	2313	33.16%
B701	558	1641	34.00%
B702	715	2279	31.37%
B7 03	750	2218	33.81%
B704, 05	885	2979	29.71%
B801, 02	1687	5081	33.20%
B804	632	1800	35.11%
B805, 06	983	2288	42.96%
BR 01, 02	782	3178	24.61%
BR 03	1006	3342	30.10%
BR 04	854	3326	25.68%
BR 05, 06	496	1708	29.04%
BR 07, 08	398	1242	32.05%
BR09, 10, 11	1094	4009	27.29%
FO02, SN 03, 06	393	953	41.24%
FO03, 04, 05, 09	521	1869	27.88%
FO 06, 10	176	426	41.31%
FO07, 08	628	1585	39.62%
PR 01, SN 01, 02	291	1063	27.38%
PR 02	787	2577	30.54%
PR 03	597	2213	26.98%
PR 05, 06, 43	912	2673	34.12%
PR 07, 08	828	2612	31.70%
PR 09	661	2062	32.06%
PR 10	315	1010	31.19%
PR 11	1065	2846	37.42%
PR13, 14	930	2347	39.63%
PR15, 16, 17, 62	1419	3702	38.33%
PR 18	499	1432	34.85%

Precincts	Ballots Cast	Registered Voters	% Turnout
PR 19	887	2425	36.58%
PR 20	533	1362	39.13%
PR 21, 22	922	2287	40.31%
PR23	1179	3444	34.23%
PR 24	1067	3096	34.46%
PR26, 27	1324	3351	39.51%
PR 28	1183	2677	44.19%
PR 29, 32	1316	3274	40.20%
PR30, 31	991	2819	35.15%
PR 33, 34	941	3349	28.10%
PR37, 38	860	2362	36.41%
PR 39	776	2076	37.38%
PR 40, 41, 42	1256	3568	35.20%
PR44	654	1972	33.16%
PR 45, 46	1134	3143	36.08%
PR47, 48	670	1856	36.10%
PR49	680	2013	33.78%
PR 50	528	1708	30.91%
PR51, SN 25	1412	3735	37.80%
PR52, SN 27	437	1390	31.44%
PR53, 54, 55, 57, 59, 60, 63	1019	2756	36.97%
PR56, 64, VB 01, 12	503	1499	33.56%
SN 04	490	1224	40.03%
SN05, 09	1303	3622	35.97%
SN07	193	418	46.17%
SN08	1252	3152	39.72%
SN 10	1027	2854	35.98%
SN11, 15	801	1865	42.95%
SN12, 13, 14, 16, 26	552	2006	27.52%
SN17	854	2487	34.34%
SN19, 23	88	272	32.35%
SN 20	374	1411	26.51%
SN21	615	2033	30.25%
SN22	748	2208	33.88%
SN24	882	2355	37.45%
SN29	790	2749	28.74%
SN 30	678	2471	27.44%
SN31	834	2367	35.23%
SN32, 37	490	1219	40.20%
SN34, 35, 36	316	636	49.69%
SN38	1230	3363	36.57%
SN39	894	2982	29.98%
SN40, 51	665	1621	41.02%
SN41	1173	3238	36.23%
SN43, 44, 46, 53	920	2923	31.47%
SN47, 49, 52	711	2666	26.67%
VB02, 03, 04, 07, 09, 13	829	2088	39.70%

Precincts	Ballots Cast	Registered Voters	% Turnout
VB08, 14	230	652	35.28%
VB10, 11, 19	1119	2600	43.04%
VB15, 16, 17, 18	358	949	37.72%
WA01, 02	662	2603	25.43%
WA 03	358	1719	20.83%
WA04, 05	484	2124	22.79%
WA 06	322	1570	20.51%
WA 07, 08	727	2914	24.95%
WA 09	286	1640	17.44%
ABSENTEE	5251	239095	2.20%
Total	82172	239095	34.37%

	Turnout			CITY OF BLUE SPRINGS - MAYOR							
	Reg. Voters	Ballots Cast	% Turnout	Reg. Voters	Total Votes	CHRIS LIEVSAY		GALEN ERICSON		JERRY KAYLOR	
Jurisdiction Wide											
PR51, SN 25											
Normal	3735	1412	37.80%	3734	1320	757	57.35%	428	32.42%	135	10.23%
Absentee	3735	-	-	3734	0	0	-	0	-	0	-
Provisional	3735	-	-	3734	0	0	-	0	-	0	-
PR52, SN 27											
Normal	1390	437	31.44%	1387	408	235	57.60%	133	32.60%	40	9.80%
Absentee	1390	-	-	1387	0	0	-	0	-	0	-
Provisional	1390	-	-	1387	0	0	-	0	-	0	-
PR53, 54, 55, 57, 59, 60, 63											
Normal	2756	1019	36.97%	484	119	66	55.46%	45	37.82%	8	6.72%
Absentee	2756	-	-	484	0	0	-	0	-	0	-
Provisional	2756	-	-	484	0	0	-	0	-	0	-
PR56, 64, VB 01, 12											
Normal	1499	503	33.56%	987	286	143	50.00%	111	38.81%	32	11.19%
Absentee	1499	-	-	987	0	0	-	0	-	0	-
Provisional	1499	-	-	987	0	0	-	0	-	0	-
SN05, 09											
Normal	3622	1303	35.97%	2419	810	441	54.44%	282	34.81%	87	10.74%
Absentee	3622	-	-	2419	0	0	-	0	-	0	-
Provisional	3622	-	-	2419	0	0	-	0	-	0	-
SN08											
Normal	3152	1251	39.69%	3125	1169	537	45.94%	545	46.62%	87	7.44%
Absentee	3152	-	-	3125	0	0	-	0	-	0	-
Provisional	3152	1	0.03%	3125	1	0	-	1	100.00%	0	-
SN 10											
Normal	2854	1027	35.98%	2854	966	450	46.58%	394	40.79%	122	12.63%
Absentee	2854	-	-	2854	0	0	-	0	-	0	-
Provisional	2854	-	-	2854	0	0	-	0	-	0	-
SN11, 15											
Normal	1865	801	42.95%	1700	663	367	55.35%	226	34.09%	70	10.56%
Absentee	1865	-	-	1700	0	0	-	0	-	0	-
Provisional	1865	-	-	1700	0	0	-	0	-	0	-
SN12, 13, 14, 16, 26											
Normal	2006	551	27.47%	1975	503	245	48.71%	190	37.77%	68	13.52%
Absentee	2006	-	-	1975	0	0	-	0	-	0	-
Provisional	2006	1	0.05%	1975	0	0	-	0	-	0	-

	Turnout			CITY OF BLUE SPRINGS - MAYOR							
	Reg. Voters	Ballots Cast	% Turnout	Reg. Voters	Total Votes	CHRIS LIEVSAY		GALEN ERICSON		JERRY KAYLOR	
SN17											
Normal	2487	854	34.34%	2475	781	434	55.57%	252	32.27%	95	12.16%
Absentee	2487	-	-	2475	0	0	-	0	-	0	-
Provisional	2487	-	-	2475	0	0	-	0	-	0	-
SN 20											
Normal	1411	374	26.51%	1411	356	199	55.90%	110	30.90%	47	13.20%
Absentee	1411	-	-	1411	0	0	-	0	-	0	-
Provisional	1411	-	-	1411	0	0	-	0	-	0	-
SN21											
Normal	2033	615	30.25%	1969	565	320	56.64%	194	34.34%	51	9.03%
Absentee	2033	-	-	1969	0	0	-	0	-	0	-
Provisional	2033	-	-	1969	0	0	-	0	-	0	-
SN22											
Normal	2208	748	33.88%	2199	707	372	52.62%	269	38.05%	66	9.34%
Absentee	2208	-	-	2199	0	0	-	0	-	0	-
Provisional	2208	-	-	2199	0	0	-	0	-	0	-
SN24											
Normal	2355	882	37.45%	2349	820	493	60.12%	252	30.73%	75	9.15%
Absentee	2355	-	-	2349	0	0	-	0	-	0	-
Provisional	2355	-	-	2349	0	0	-	0	-	0	-
SN29											
Normal	2749	790	28.74%	2736	749	395	52.74%	282	37.65%	72	9.61%
Absentee	2749	-	-	2736	0	0	-	0	-	0	-
Provisional	2749	-	-	2736	0	0	-	0	-	0	-
SN 30											
Normal	2471	678	27.44%	2471	639	366	57.28%	195	30.52%	78	12.21%
Absentee	2471	-	-	2471	0	0	-	0	-	0	-
Provisional	2471	-	-	2471	0	0	-	0	-	0	-
SN31											
Normal	2367	834	35.23%	2365	769	413	53.71%	269	34.98%	87	11.31%
Absentee	2367	-	-	2365	0	0	-	0	-	0	-
Provisional	2367	-	-	2365	0	0	-	0	-	0	-
ABSENTEE											
Normal	-	2	-	0	0	0	-	0	-	0	-
Absentee	-	5249	-	0	539	260	48.24%	216	40.07%	63	11.69%
Provisional	-	-	-	0	0	0	-	0	-	0	-
Total											
Normal	239095	76890	32.16%	36640	11630	6233	53.59%	4177	35.92%	1220	10.49%
Absentee	239095	5249	2.20%	36640	539	260	48.24%	216	40.07%	63	11.69%
Provisional	239095	33	0.01%	36640	1	0	-	1	100.00%	0	-
Total	239095	82172	34.37%	36640	12170	6493	53.35%	4394	36.11%	1283	10.54%

MICHAEL K. WHITEHEAD, CHAIRMAN
HENRY R. CARNER, SECRETARY
COLLEEN M. SCOTT, MEMBER
LYLE K. QUERRY, MEMBER

TAMMY L. BROWN, DIRECTOR
SARA A. ZORICH, DIRECTOR

Jackson County Election Board

215 NORTH LIBERTY
POST OFFICE BOX 296
INDEPENDENCE, MISSOURI 64051
(816) 325-4600
FAX (816) 325-4609

https://jcebmo.org

OFFICIAL CERTIFICATION FOR APRIL 2, 2024
GENERAL MUNICIPAL ELECTION

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

OFFICIAL ELECTION CERTIFICATION

We, the Jackson County Board of Election Commissioners, hereby certify that the foregoing is a true, correct, and complete return of all votes counted in the General Municipal Election for April 2, 2024. IN TESTIMONY THEREOF, we hereunto set our hand and affixed the seal of said Board at its office in Independence, Missouri, this 12th day of April, 2024.

Michael K. Whitehead
Chairman

Henry R. Carner
Secretary

Colleen M. Scott
Member

Lyle K. Querry
Member

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: March 6, 2024

SUBMITTED BY: Tom Degenhardt **DEPARTMENT: Engineering**

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

ISSUE/REQUEST

Adopt a Resolution approving a contract in the amount of $528,402.88 with Genesis Environmental Solutions, Inc. for the Concrete Channel Replacement NW R.D. Mize Road to NW Vesper Street, Project 24-01-01. This is CIP STM-05 and will be completed utilizing American Rescue Plan Act (ARPA) funding.

BACKGROUND/JUSTIFICATION

This project includes demolition of the existing concrete drainage channel between NW R.D. Mize Road and NW Vesper Street. The north end of this channel will be realigned, and the entire channel will be replaced with a new channel section. Restoration of the adjoining parking lot, curb, pavement, fence, and sod that are impacted by the project are also included. The City received funding through the American Rescue Plan Act and is utilizing these funds for this project.

Staff advertised for the concrete Channel Replacement, NW R.D. Mize Road to NW Vesper Street, Project 24-01-01 on the City's website, as well as the plan rooms of ePlan and Construction Connect. Three bids were received from the advertisement of the project.

Genesis Environmental Solutions, Inc.	**$528,402.88**
Mega KC	$709,186.00
Earthworks Excavation	$671.679.00
Engineer's Estimate	$667.851.00

The Public Works Department recommends the contract for the Concrete Channel Replacement, NW R.D. Mize Road to NW Vesper Street, Project 24-01-01 be awarded to the lowest bidder, Genesis Environmental Solutions, Inc. This company has successfully completed several contracts in and for the City of Blue Springs. All references for this contractor are favorable.

FINANCIAL IMPACT

Contractor:	Genesis Environmental Solutions, Inc.
Amount of Request/ Contract:	$ 528,402.88
Amount Budgeted:	$ 1,239,372.52
Budget Year:	FY 2023-24
Funding Source/Account #:	115-00000-545110 Covid19-ARPA Reserve PO 23-0819

Account Balance:	$1,239,372.52	Date: 4/9/2024

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
May 15, 2024	September 18, 2024
Years and Months Contract in effect	**Number of times renewable**
4.5 months	N/A

STAFF RECOMMENDATION

Staff recommends approval.

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with contract attached as Exhibit "A."

REVIEWED BY:

Requesting Director: ***Tom Degenhardt***	Budget: ***Lori Turner***
Legal: ***John Mullane***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:	☒	
Certificate of Insurance:	☒	
E-Verify Affidavits:	☒	
E-Verify proof of enrollment:	☒	
Bond:	☒	
Anti-Discrimination Against Israel Act Certification (contract over $100,000)	☒	
Wage Order, by reference	☒	Wage Order Number: 30
IRS Form W-9:	☒	
Bid/RFP/RFQ: (submit all)	☒	
Bid/RFP/RFQ Tabulation:	☒	
Bid Waiver: (less than three bids)	☐	
Contractor address and email:	☒	Genesis Environmental Solutions 8422 SW 7 Highway Blue Springs, MO 64014 MRinehart@genesisenviro.com
Project Exemption Certificate needed:	☐	
Other:	☐	

A RESOLUTION APPROVING A CONTRACT WITH GENESIS ENVIRONMENTAL SOLUTIONS, INC. FOR CONCRETE CHANNEL REPLACEMENT, NW R. D. MIZE ROAD TO NW VESPER STREET, PROJECT 24-01-01

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

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

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

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

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

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

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

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

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

WHEREAS, the Engineering Department prepared specifications and secured quotations for the Concrete Channel Replacement, NW R. D. Mize Road to NW Vesper Street, Project 24-01-01; and

WHEREAS, the Department received three bids and now recommends that the City award a contract to Genesis Environmental Solutions, Inc. for work based on the scope of services in the amount of $528,402.88.

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

Section 1. The City Administrator is hereby authorized to enter into a contract with Genesis Environmental Solutions, Inc., 8422 SW 7 Highway, Blue Springs, MO 64014 for the Concrete Channel Replacement, NW R. D. Mize Road to NW Vesper Street, Project 24-01-01 in the amount of $528,402.88. A copy of the Contract (Without Bid documents, General Conditions, Supplementary Conditions, Specifications, & Drawings, which are incorporated by reference and are available in the City Clerk's Office for review) is attached as Exhibit "A" and incorporated herein.

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 15th day of April 2024.

CITY OF BLUE SPRINGS

ATTEST: Carson Ross, Mayor

Erin Ford, City Clerk

SECTION VI
CONTRACT AGREEMENT
FOR
Concrete Channel Replacement NW RD Mize Road to NW Vesper Street,
Project No. 24-01-01

THIS AGREEMENT, made and entered into this _____day of _____, 20__, by and between the City of Blue Springs, Missouri acting through its City Administrator thereunto duly authorized, Party of the First Part and hereinafter called the OWNER, and Genesis Environmental Solutions, Inc., a Missouri corporation, Party of the Second Part and hereinafter called the CONTRACTOR.

WITNESSETH:

THAT WHEREAS, in accordance with law, the Owner has caused contract documents to be prepared and an Advertisement calling for bids to be published, for and in connection with the **Concrete Channel Replacement NW RD Mize Road to NW Vesper Street, Project No. 24-01-01.**

WHEREAS, the Owner, in the manner prescribed by law, has publicly opened, examined, and canvassed the bids submitted, and has determined the aforesaid contractor to be the lowest or best bidder for the work and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the contractor's bid, a copy of the Bid Form being attached to and made a part of this contract:

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties to these presents have agreed and hereby agree, the Owner for itself, and its successors, and the Contractor for itself, himself, or themselves, its, his or their successors, assigns, executors and administrators, as follows:

ARTICLE I That the Contractor shall furnish all tools, equipment, supplies, superintendent, transportation, and other construction accessories, services, and facilities; furnish all supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; provide and perform all necessary labor in a good, substantial, and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the Contract Documents as defined in the attached General Conditions and Supplemental Conditions, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein.

ARTICLE II That the Contractor shall comply in all respects with provisions of the Contract Documents regarding Equal Employment Opportunity, handicapped facilities, non-segregated facilities, and **prevailing wage rates as determined by the Division of Labor Standards of the State of Missouri.**

A. **Not less** than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, **must** be paid to all workers performing work under the contract. (See Section 290.250, RSMo, enclosed in the laws section.)

B. The contractor will forfeit a penalty to the contracting public body of $100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor. (See Section 290.250, RSMo, enclosed in the laws section.) For detailed information on rules and occupational titles, see 8CSR 30-3.010 through 3.060 (enclosed in the laws section, Code of State Regulations-Prevailing Wage rules.)

C. The contractor and all subcontractors to the contract must require all on-site employees to complete the ten-hour safety training program required under Section 292.675, RSMo, (enclosed in the laws section), if they have not previously completed the program and have documentation of having done so.

D. The contractor will forfeit a penalty to the contracting public body of $2,500 plus an additional $100 for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. (See Section 292.675, RSMo, enclosed in the laws section.)

E. During periods of excessive unemployment (any month immediately following two consecutive calendar months during which the level of unemployment in the state has exceeded five percent as measured by the United States Bureau of Labor Statistics) only Missouri laborers (persons who have resided in Missouri for at least thirty days and intend to become or remain Missouri residents) and laborers from non-restrictive states (persons who are residents of a state which has not enacted state laws restricting Missouri laborers from working on public works projects in that state, as determined by the Labor and Industrial Relations Commission) (see Excessive Unemployment section), may be employed under the contract, except that other laborers may be used when Missouri laborers or laborers from non-restrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the contracting officer. (See Sections 290.550 through 290.580, RSMo, enclosed in the laws section.)

F. Every transient employer, as defined in Section 285.230, RSMo, Enclosed in the laws section, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) The notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) Proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the Department of Revenue through the records of the Division of Workers' Compensation; and (3) The notice of registration for unemployment insurance issued to such transient employer by the Division of Employment Security. Any transient employer failing to comply with these requirements shall, under Section 285.234, RSMo, enclosed in the laws section, be liable for a penalty of $500 per day until the notices required by this section are posted as required by that statute. (See list of transient employers, and Missouri Department of Revenue form 3032, enclosed in the forms section.)

ARTICLE III That the Owner will pay the Contractor for the performance of the Agreement, in current funds, subject to additions and deductions as provided for in the Contract Documents, Five Hundred Twenty-Eight Thousand Four Hundred Two and 88/100 Dollars ($ 528,402.88) for all work covered by and designated in the bid. Payment shall be made in the manner and as specified in the GENERAL CONDITIONS and SUPPLEMENTARY

CONDITIONS. Ten percent (10%) of partial payments shall be retained until all work is accepted.

ARTICLE IV That the contractor will commence work within ten (10) days after receiving written Notice to Proceed from the Owner and will complete all work covered by this Contract within **(140)** consecutive calendar days from and after said date of execution.

ARTICLE V In conformity with the GENERAL CONDITIONS and SUPPLEMENTAL CONDITIONS of the specifications, the amount of liquidated damages for this contract shall be **$1,750.00** per calendar day.

ARTICLE VI Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE VII That the Contractor will provide a Performance, Payment and two-year Maintenance Bond in an amount equivalent to one-hundred percent (100%) of the Contract Price for a period of one calendar year after the date of final acceptance for one hundred percent (100%) of all work.

ARTICLE VIII 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. 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 groups 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.

IN WITNESS WHEREOF, The OWNER has caused this Agreement to be executed, and the CONTRACTOR has executed six (6) counterparts of this contract in the prescribed form and manner, the day and year first above written.

City of Blue Springs	Genesis Environmental Solutions, Inc.
Party of the First Part (Owner)	Party of the Second Part (Contractor)
By: _____	By: M. Shane Thomas
Title: Christine Cates City Administrator	Title: President
ATTEST: _____	ATTEST: Brooke Bain
Title: Erin Ford, City Clerk	Title: Contract Admin

Approved as to legal form and legal adequacy according to the Law.

John Mullane, Interim City Attorney

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: April 1, 2024

SUBMITTED BY: Tom Degenhardt **DEPARTMENT: Public Works**

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

ISSUE/REQUEST

Adopt a Resolution approving four contracts for on-call professional engineering and surveying services with (1) Affinis, (2) Geotechnology, (3) Olsson, and (4) TranSystems. The contracts are for three years, with an optional fourth and fifth year.

BACKGROUND/JUSTIFICATION

The Public Works Department has contracted with engineering, surveying, and geotechnical service companies to provide these services on an on-call basis to respond promptly to design needs, construction testing and observation, and technical expertise. A request for qualifications was advertised on the City's website on November 2, 2023. Eleven proposals were submitted.

After review of the proposals, the Public Works Department recommends award of on-call contracts to Affinis, Geotechnology, Olsson, and TranSystems. The proposed agreements are for three years, with the option of extending it for two additional one-year terms. These companies were selected based upon the Qualifications Based Selection criteria as set forth by Missouri state law, which requires selection based on qualifications rather than cost of services. Rating sheets completed by a committee of staff members are used to select the company and then the costs of services are negotiated.

FINANCIAL IMPACT

Contractor:	Affinis, Geotechnology, Olsson, and TranSystems
Amount of Request/ Contract:	$50,000 per task as department budgets allow.
Amount Budgeted:	$25,000
Budget Year:	FY 2024-27
Funding Source/Account #:	100-30000-530100 (Unless required for a special project.)
Account Balance:	$56,584.40 Date: 4/9/2024

PROJECT TIMELINE

Estimated Start Date	**Estimated End Date**
April 16, 2024	April 1, 2027
Years and Months Contract in effect	**Number of times renewable**
3 years	Two optional one-year renewals

STAFF RECOMMENDATION

Staff recommends approval.

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with proposed Agreements attached as Exhibits A (Affinis), B (Geotechnology), C (Olsson), and D (TranSystems).

REVIEWED BY:

Requesting Director: ***Tom Degenhardt***	Budget: ***Lori Turner***
Legal: ***John Mullane***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

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

CONTRACTOR CONTACT INFORMATION:

Affinis
8900 Indian Creek Parkway, Suite 450
Corporate Woods, Building 6
Overland Park, KS 66210
Linda Rottinghaus
lrottinghaus@affinis.us
(913) 239-1484

Geotechnology
5055 Antioch Road

Overland Park, KS 66203
Steve Damron
SDamron@teamues.com
(913) 438-1900

Olsson
7301 W. 133rd Street, Suite 200
Overland Park, KS 66213
Brad Schleeter
bschleeter@olsson.com
(913) 381.1170

TranSystems
2400 Pershing Road, Suite 400
Kansas City, MO 64108
Aaron Moore
admoore@atransystems.com
(816) 329-8821

Resolution No. 27-2024

A RESOLUTION APPROVING CONTRACTS WITH AFFINIS CORP., GEOTECHNOLOGY, LLC, OLSSON INC., AND TRANSYSTEMS CORPORATION FOR ON-CALL PROFESSIONAL ENGINEERING AND SURVEYING SERVICES

WHEREAS, the City of Blue Springs awards a contract for on-call professional engineering and surveying services; and

WHEREAS, the Public Works Department advertised a request for qualifications on the City of Blue Springs website on November 2, 2023, for professional engineering and surveying services. Affinis Corp., Geotechnology, LLC, Olsson Inc., and TranSystems Corporation were selected based upon the Qualifications Based Selection criteria as set forth by Missouri state law, which requires selection based on qualifications rather than cost of services; and

WHEREAS, the Department received 11 proposals and now recommends that we adopt a resolution to enter into a contract with Affinis Corp., Geotechnology, LLC, Olsson Inc., and TranSystems Corporation for work based on the scope of services.

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

1. The City Administrator is hereby authorized to enter into a contract with Affinis Corp., Geotechnology, LLC, Olsson Inc., and TranSystems Corporation for professional engineering and surveying services in the amount not to exceed $50,000 per task. A copy of each proposed Contract is attached hereto as Exhibits A, B, C and D, respectively, and are incorporated herein.

2. City Staff is directed to perform all tasks necessary to implement said agreement.

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 15th day of April 2024.

CITY OF BLUE SPRINGS

_____
Carson Ross, Mayor

ATTEST:

_____
Erin Ford, City Clerk

EFFECTIVE DATE: April 16, 2024	TERMINATION DATE: April 1, 2027	CONTRACT NUMBER:

CITY	CONTRACTOR
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**	**Affinis Corp.** **8900 Indian Creek Parkway** **Suite 450** **Overland Park, KS 66210**
Attention: Thomas Degenhardt	Attention: Linda Rottinghaus
Department: Public Works	Phone: 913.239.1484
Phone: 816.228.121	Tax ID Number: 43-1907208

AGREEMENT FOR CONSULTING ENGINEERING SERVICES

THIS AGREEMENT is between Affinis Corp. (the "Consultant") and the City of Blue Springs, Missouri (the "City"), effective as of the date last signed by the parties.

WHEREAS, the City desires to engage the Consultant to provide services to the City regarding consulting engineering services.

NOW, THEREFORE, in consideration of the promises and mutual covenants between the parties and for other good and valuable consideration the receipt of which is acknowledged by the parties, they agree as follows.

1. **Term of Agreement**. This Agreement shall begin as of the Effective Date and shall continue for three years with two optional one-year renewals. This Agreement may be terminated at will by any party upon providing thirty days' written notice to the other party, in which case the City shall pay Consultant for all services rendered and costs previously incurred.

2. **Scope of Services**.

   a. *General*. The Consultant shall provide the Project Services described in Exhibit A. The Consultant is solely responsible for payment of wages, salaries, fringe benefits and other compensation of, or claimed by, the Consultant's personnel in the performance of the Project Services, including, without limitation, contributions to any employee benefit plans and all payroll taxes.

   b. *Project Specific*. In addition to the Project Services to be provided pursuant to this Agreement, the City may task the Consultant to provide additional professional engineering services on a project-specific basis. In the event the Consultant is tasked to provide such services, the City and the Consultant shall acknowledge a separate Task Order in the form attached hereto as Exhibit C in its substantial form, which describes the scope of services to be provided by the Consultant and the City, providing for compensation for services to be provided by the Consultant, and providing completion times for said services, and any other necessary matters.

The compensation to be paid the Consultant pursuant to any Task Order shall be at the rates set forth in Exhibit B attached hereto and incorporated herein by reference unless otherwise agreed in the Task Order. In no event is any work in excess of that described in Exhibit A authorized by this Agreement without the City and the Consultant first entering into a Task Order.

c. *Time of Performance of Services*. The services under this Agreement any Task Order have been agreed to in anticipation of the orderly progress through completion. Unless a specific time of performance for services is specified, Consultant's obligation to render services will be for a period which may reasonably be required for the completion of said services. If a specific time of performance is provided, and if the City has requested changes in the scope or character of the project, the time of performance shall be adjusted equitably.

d. *Third Party Information*. The Consultant is not responsible, and liability is waived by Client as against the Consultant, for use by Client or any other person of any data, reports, plans or drawings not prepared by the Consultant.

e. *Opinion of Costs*. If any opinion is prepared by the Consultant as to anticipated construction costs, such opinion represents a judgment as a professional and is supplied for the general guidance of the City. Since the Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, the Consultant does not guarantee the accuracy of such opinion as compared to contractor bids or actual cost to the City.

f. *Delay*. All agreements on the Consultant's part are contingent upon, and Consultant shall not be responsible for damages or be in default, or be deemed to be in default, by reason of delays in performance of others by reason of strikes, lock-outs, accidents, acts of God and other delays unavoidable or beyond Consultant's reasonable control, or due to shortages or unavailability of labor at established area wage rate or delays caused by failure of City or City's agents to furnish information or to approve or disapprove Consultant's work promptly, or due to late or slow, or faulty performance by City, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of Consultant's work. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.

3. **Compensation and Invoices**. The City agrees to compensate the Consultant in accordance with the Compensation Schedule contained in Exhibit B. The City will pay all proper invoices within thirty (30) days of receipt. All invoices should contain a narrative entry sufficient to describe the work or task performed and an indication of the person and job classification who performed the work.

4. **The City's Responsibilities**. The City shall give prompt notice to the Consultant of any matters of which the City becomes aware that may affect the Project Services of the Consultant. The City shall cooperate with the Consultant in performing the Project Services by making available at reasonable times and places relevant City documents and pertinent City officers and employees to advise, assist, consult and direct the Consultant.

5. **Insurance**. Consultant shall file (by the Effective Date) with the City evidence of liability insurance that is consistent with the amounts set forth below.

    a. A policy of insurance for Commercial General Liability Coverage and Automobile Liability Coverage shall be provided in the aggregate amount of not less than $2,000,000 for all claims arising out of a single accident or occurrence and $1,000,000 for any one person in a single accident of occurrence. The City shall be listed as an additional insured. The policy shall not be cancelled, or materially modified so as to be out of compliance with the requirements of this section, or not renewed without thirty (30) days advance written notice of such event being given to the City.

    b. The Consultant shall obtain and maintain Workers' Compensation Insurance for a limit of $500,000 for all of their respective employees, and in case any work is sublet, the Consultant shall require any subcontractors to provide Workers' Compensation insurance for all subcontractor's employees, in compliance with Missouri law. The Consultant hereby indemnifies the City for any damage resulting to it from failure of either the Consultant or any contractor or subcontractor to obtain and maintain such insurance. The Consultant shall provide the City with a certificate of insurance indicating Workers' Compensation coverage by the Effective Date.

    c. Professional Liability Insurance covering claims resulting from engineering and surveying errors and omissions with a limit of $2,000,000 per occurrence.

6. **Consultant Employees**. Pursuant to RSMo 285.530(1), by its sworn affidavit in substantially the form attached hereto, Contractor hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Furthermore, Contractor affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

7. **Relationship of Parties**. It is the intent of the parties that the Consultant shall be an independent contractor in its capacity hereunder. Nothing herein shall be construed to create an employer-employee relationship. All services performed pursuant to this Agreement shall be performed by the Consultant as an independent contractor. The Consultant shall not have the power to bind or obligate the City except as set forth in this Agreement or as otherwise approved by the City in writing.

8. **Notices**. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid). Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section):

City of Blue Springs, Missouri Attn: Public Works Director 903 W Main St. Blue Springs, Missouri 64015 tdegenhardt@Bluespringsgov.com	Affinis Corp. Attn: Linda Rottinghaus 8900 Indian Creek Parkway Suite 450 Overland Park, KS 66210 LRottinghaus@affinis.us

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the City and the Consultant.

9. **Disputes**. In the event of a dispute between the City and the Consultant arising out of or related to this Agreement, the aggrieved party shall notify the other parties of the dispute within a reasonable time after such dispute arises in an effort to resolve the dispute by direct negotiation or mediation. During the pending of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

10. **Waiver**. A waiver by any party of any breach of this Agreement by any other party shall only be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach or the same kind of breach on another occasion.

11. **Severability**. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any invalid, illegal or unenforceable provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be invalid, illegal or unenforceable. The parties further agree to amend this Agreement to replace any stricken provision with a valid, legal and enforceable provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Agreement from being invalidated should a provision which is of the essence of this Agreement be determined to be invalid, illegal or unenforceable.

12. **Entire Agreement; Governing Law**. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and negotiations with respect thereto. This Agreement may be amended only by a written instrument signed by all parties. This Agreement shall be governed by the laws of the State of Missouri. In the event this Agreement is litigated,

venue shall be proper only in the Circuit Court of Jackson County, Missouri at Independence.

13. **Assignment**. Neither the City nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent may be granted or withheld in such other party's absolute discretion. Nothing contained in this Section shall prevent the Consultant from engaging independent consultants, associates, and subcontractors to assist in performance of the Project Services subject to prior approval by the City.

14. **No Third-Party Rights**. The provisions of this Agreement shall not be deemed to create any third-party benefit hereunder for any member of the public or to authorize any one, not a party hereto, to maintain suit pursuant to the terms of this Agreement.

15. **Counterparts**. This Agreement may be executed in separate counterparts.

16. **Good Faith Efforts and Cooperation**. The parties agree to use good faith efforts in a professional manner in the performance of their services and covenants in this Agreement and to cooperate at all times and coordinate their activities as necessary during the Term of this Agreement to assist in performance of the Project Services and to ensure performance of the Project Services in an efficient and timely manner.

17. **Authority**. Each party represents to the other parties that it has the power and authority to enter into this Agreement and that the person(s) executing it on its behalf has the power to do so and to bind it to the terms of this Agreement. The City represents that it has taken all action necessary or appropriate to authorize the City to execute, deliver and perform this Agreement and to cause it to be binding upon the City. The Consultant represents that it has taken all action necessary or appropriate to authorize it to execute, deliver and perform this Agreement and to cause it to be binding upon the Consultant.

18. **Covenant Against Contingent Fees**. The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

19. **Ownership of Documents**. Payment by City to Consultant as provided herein shall vest in City title to all drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by Consultant exclusively for the Project Services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation, provided that any use for another purpose shall be without liability to the Consultant. Consultant will provide City will drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by Consultant exclusively for the Project Services within five (5) business days of receiving a request by City for the same, subject to reasonable reproduction costs but not search time costs.

20. **Compliance with Laws**. Consultant shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the Project Services. Consultant shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.

21. **Consultant's Endorsement**. Consultant shall endorse as necessary all plans, specifications, estimates, and engineering data furnished by it.

22. **Inspection of Documents**. Consultant shall maintain all records pertaining to the Project Services for inspection, upon reasonable advance notice and during normal business hours at Consultant's place of business, by a City representative during the contract period and for five (5) years from the date of final payment for each individual project performed pursuant to this Agreement.

23. **Indemnification and Hold Harmless**. Consultant shall indemnify and hold harmless City and its officers, agents, employees, elected or appointed officials, and attorneys, each in their official and individual capacities, from and against judgments, damages, losses, expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Consultant in the performance of Consultant's duties under this Agreement, or any supplements or amendments thereto.

24. **Professional Responsibility**. Consultant will exercise reasonable skill, care, and diligence in the performance of its services in accordance with customarily accepted professional engineering practices. If Consultant fails to meet the foregoing standard, Consultant will perform at its own cost, and without reimbursement from City, the professional engineering services necessary to correct errors and omissions that are caused by Consultant's failure to comply with above standard.

25. **Tax Exempt**. City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.

26. **Safety**. In the performance of the Project Services, Consultant shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent federal, state and/or local safety or environmental codes.

27. **Anti-Discrimination Clause**. Consultant and its agents, employees, or subcontractors shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

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

29. **Review Afforded**. The parties acknowledge that each has had an opportunity to retain an attorney to review the terms and conditions of this Agreement. No provision hereof shall be interpreted against the interests of one party solely because such provision was drafted by such party or by the attorney for such party.

IN WITNESS WHEREOF, the Consultant and the City have executed this Agreement as of the Effective Date.

AFFINIS CORP.:

By: Kristen Leathers-Gratton

Title: President

CITY OF BLUE SPRINGS, MISSOURI

Christine Cates, City Administrator

APPROVED AS TO FORM

John Mullane, Interim City Attorney

Exhibit A

Project Services

Professional Engineering Services -

1. Provide preliminary or final engineering design for projects determined by the City of Blue Springs. The engineering design shall include, but not be limited to, structural design, storm water, roadway design and traffic studies.

2. All drawings shall be provided electronically in PDF form, and they shall be AutoCAD 2020 compatible. A hard copy of the drawings shall be provided.

3. All drawings, notes, etc. shall be certified by a Registered Professional Engineer, licensed in the State of Missouri.

4. Review and provide comments on storm water detention and water quality in accordance to APWA guidelines.

5. Review and provide comments on traffic impact studies.

Land Surveying Services -

1. Provide preliminary or final design engineering surveys for projects that the City of Blue Springs will design or have a consultant design. The surveys shall include, but not be limited to, horizontal and vertical control, (Missouri State Plane) topography, cross sections, profiles, property corners, field locates, and any other field information deemed necessary. Horizontal control shall be tied to the closest sectionalized land corner as is practicable.

2. Provide boundary surveys.

3. Provide all research needed to obtain plats, section corner report forms, ownership, easements and rights of way.

4. Provide construction staking on projects when deemed necessary.

5. Contact all utility companies for field locates at project locations.

6. All field data shall be provided electronically in AutoCAD format as a drawing with all data collection points included in an ASCII format. A hard copy drawing of the field data shall be provided along with a hard copy of the point file.

7. All field data, drawings, notes, etc. shall be certified by a Registered Land Surveyor, licensed in the State of Missouri.

Exhibit B

Compensation Schedule

2024 Billing Rate Schedule

Professional Services	Billing Rate
Principal	$315.00
Senior Project Manager	$305.00
Senior Engineer II/Project Manager II	$250.00
Senior Engineer I/Project Manager I	$230.00
Engineer III	$210.00
Engineer II	$190.00
Engineer I	$170.00
Intern Engineer (IE) II	$145.00
Intern Engineer (IE) I	$135.00
Cost Estimator	$170.00
Senior Cost Estimator	$200.00
Construction Services Manager/Project Rep IV	$170.00
Project Representative III	$160.00
Project Representative II	$135.00
Project Representative I	$120.00
Project Representative	$100.00
Design Technician II	$200.00
Design Technician I	$160.00
CADD Technician II/ GIS Specialist II	$130.00
CADD Technician I/ GIS Specialist I	$110.00
Land Surveyor III	$250.00
Land Surveyor II	$165.00
Land Surveyor I	$140.00
Survey Crew Member II	$130.00
Survey Crew Member I	$110.00
Utility Coordinator	$130.00
One-Person Survey Crew	$185.00
Project Related Support Services II	$120.00
Project Related Support Services I	$100.00
Equipment Charges	
IRS Mileage	$0.67/mile
KDOT Mileage	$0.655/mile
MODOT Mileage	$0.67/mile
Survey Vehicle Mileage	$0.80/mile
Boat Rental	$20.00/hour
GPS Equipment	$40.00/hour

S:\Affinis\Forms\Corporate Forms\Bill & Job Cost Rates\2024 Affinis Billing Rates_FINAL_2024-01-15.docx

Exhibit C

EFFECTIVE DATE:	**TERMINATION DATE:**	**CONTRACT NUMBER:**	**TASK ORDER NO.**
CITY		**CONTRACTOR**	
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**			
Attention:		Attention:	
Department:		Phone:	
Phone:			

FORM OF TASK ORDER

This Task Order is entered into as the date last signed by the parties and is between _____, (the "Consultant") and the City of Blue Springs, Missouri (the "City").

WHEREAS, the City has engaged Consultant to provide engineering services pursuant to an Agreement for Engineering Services, pursuant to which the City may task the Consultant to provide additional professional engineering services on a project-specific basis by acknowledging a separate Task Order.

NOW, THEREFORE, in consideration of the promises and mutual covenants between the parties and for other good and valuable consideration the receipt of which is acknowledged by the parties, they agree as follows:

1. **Incorporation of Base Agreement**. This Task Order is subject to all terms and conditions contained in the Agreement for Engineering Services, that are not inconsistent with the specific terms contained herein, and the Agreement for Engineering Services between the parties is incorporated herein as if set forth in full by this reference.

2. **Scope of Services**. The Scope of Services pursuant to this Task Order are as contained in Exhibit A.

3. **Term**. Consultant shall begin work pursuant to this Task Order upon its Effective Date and shall [continue until otherwise completed or this Task Order is terminated] [be completed by _____].

4. **Compensation**. Unless compensation is set forth in this Task Order, compensation shall be as provided in the Agreement for Engineering Services between the parties.

5. **Project Schedule**.

6. **Additional Terms and Conditions**. If any, attach to this Task Order as Exhibit B.

IN WITNESS WHEREOF, the Consultant and the City have executed this Agreement as of the Effective Date.

_____:	**CITY OF BLUE SPRINGS, MISSOURI**
_____	_____
By: _____	Christine Cates, City Administrator
Name: _____	
Title:_____	

Exhibit A to Task Order

Scope of Services

Exhibit B to Task Order

Additional Terms and Conditions, if any

Rev. 01/01/2024

WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530, RSMo

STATE OF Kansas)
) ss.
COUNTY OF Johnson)

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

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

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

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

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

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

1. My name is Kristen Leathers-Gratton and I am currently the President of Affinis Corp (hereinafter "Company"), whose business address is 8900 Indian Creek Parkway, Suite 450, Building 6, Overland Park, Kansas 66210, and I am authorized to make this Affidavit.

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

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

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

Kristen Leathers-Gratton
Affiant / Contractor

Kristen Leathers-Gratton
Printed Name

Subscribed and sworn to before me this 12 day of April, 2024.

Makenzie Keel
Notary Public

SEAL
MAKENZIE KEEL
Notary Public, State of Kansas
My Appointment Expires
3/6/2027

EFFECTIVE DATE: April 16, 2024	TERMINATION DATE: April 1, 2027	CONTRACT NUMBER:

CITY	CONTRACTOR
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**	**Geotechnology, LLC** **11816 Lackland Road** **Suite 150** **St. Louis, MO 63146**
Attention: Thomas Degenhardt	Attention: Steve Damron
Department: Public Works	Phone: 913.438.1900
Phone: 816.228.121	Tax ID Number: 43-1341879

AGREEMENT FOR CONSULTING ENGINEERING SERVICES

THIS AGREEMENT is between Geotechnology, LLC (the "Consultant") and the City of Blue Springs, Missouri (the "City"), effective as of the date last signed by the parties.

WHEREAS, the City desires to engage the Consultant to provide services to the City regarding consulting engineering services.

NOW, THEREFORE, in consideration of the promises and mutual covenants between the parties and for other good and valuable consideration the receipt of which is acknowledged by the parties, they agree as follows.

1. **Term of Agreement**. This Agreement shall begin as of the Effective Date and shall continue for three years with two optional one-year renewals. This Agreement may be terminated at will by any party upon providing thirty days' written notice to the other party, in which case the City shall pay Consultant for all services rendered and costs previously incurred.

2. **Scope of Services**.

   a. *General*. The Consultant shall provide the Project Services described in Exhibit A. The Consultant is solely responsible for payment of wages, salaries, fringe benefits and other compensation of, or claimed by, the Consultant's personnel in the performance of the Project Services, including, without limitation, contributions to any employee benefit plans and all payroll taxes.

   b. *Project Specific*. In addition to the Project Services to be provided pursuant to this Agreement, the City may task the Consultant to provide additional professional engineering services on a project-specific basis. In the event the Consultant is tasked to provide such services, the City and the Consultant shall acknowledge a separate Task Order in the form attached hereto as Exhibit C in its substantial form, which describes the scope of services to be provided by the Consultant and the City, providing for compensation for services to be provided by the Consultant, and providing completion times for said services, and any other necessary matters.

The compensation to be paid the Consultant pursuant to any Task Order shall be at the rates set forth in Exhibit B attached hereto and incorporated herein by reference unless otherwise agreed in the Task Order. In no event is any work in excess of that described in Exhibit A authorized by this Agreement without the City and the Consultant first entering into a Task Order.

c. *Time of Performance of Services*. The services under this Agreement any Task Order have been agreed to in anticipation of the orderly progress through completion. Unless a specific time of performance for services is specified, Consultant's obligation to render services will be for a period which may reasonably be required for the completion of said services. If a specific time of performance is provided, and if the City has requested changes in the scope or character of the project, the time of performance shall be adjusted equitably.

d. *Third Party Information*. The Consultant is not responsible, and liability is waived by Client as against the Consultant, for use by Client or any other person of any data, reports, plans or drawings not prepared by the Consultant.

e. *Opinion of Costs*. If any opinion is prepared by the Consultant as to anticipated construction costs, such opinion represents a judgment as a professional and is supplied for the general guidance of the City. Since the Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, the Consultant does not guarantee the accuracy of such opinion as compared to contractor bids or actual cost to the City.

f. *Delay*. All agreements on the Consultant's part are contingent upon, and Consultant shall not be responsible for damages or be in default, or be deemed to be in default, by reason of delays in performance of others by reason of strikes, lock-outs, accidents, acts of God and other delays unavoidable or beyond Consultant's reasonable control, or due to shortages or unavailability of labor at established area wage rate or delays caused by failure of City or City's agents to furnish information or to approve or disapprove Consultant's work promptly, or due to late or slow, or faulty performance by City, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of Consultant's work. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.

3. **Compensation and Invoices**. The City agrees to compensate the Consultant in accordance with the Compensation Schedule contained in Exhibit B. The City will pay all proper invoices within thirty (30) days of receipt. All invoices should contain a narrative entry sufficient to describe the work or task performed and an indication of the person and job classification who performed the work.

4. **The City's Responsibilities**. The City shall give prompt notice to the Consultant of any matters of which the City becomes aware that may affect the Project Services of the Consultant. The City shall cooperate with the Consultant in performing the Project Services by making available at reasonable times and places relevant City documents and pertinent City officers and employees to advise, assist, consult and direct the Consultant.

5. **Insurance**. Consultant shall file (by the Effective Date) with the City evidence of liability insurance that is consistent with the amounts set forth below.

    a. A policy of insurance for Commercial General Liability Coverage and Automobile Liability Coverage shall be provided in the aggregate amount of not less than $2,000,000 for all claims arising out of a single accident or occurrence and $1,000,000 for any one person in a single accident of occurrence. The City shall be listed as an additional insured. The policy shall not be cancelled, or materially modified so as to be out of compliance with the requirements of this section, or not renewed without thirty (30) days advance written notice of such event being given to the City.

    b. The Consultant shall obtain and maintain Workers' Compensation Insurance for a limit of $500,000 for all of their respective employees, and in case any work is sublet, the Consultant shall require any subcontractors to provide Workers' Compensation insurance for all subcontractor's employees, in compliance with Missouri law. The Consultant hereby indemnifies the City for any damage resulting to it from failure of either the Consultant or any contractor or subcontractor to obtain and maintain such insurance. The Consultant shall provide the City with a certificate of insurance indicating Workers' Compensation coverage by the Effective Date.

    c. Professional Liability Insurance covering claims resulting from engineering and surveying errors and omissions with a limit of $2,000,000 per occurrence.

6. **Consultant Employees**. Pursuant to RSMo 285.530(1), by its sworn affidavit in substantially the form attached hereto, Contractor hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Furthermore, Contractor affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

7. **Relationship of Parties**. It is the intent of the parties that the Consultant shall be an independent contractor in its capacity hereunder. Nothing herein shall be construed to create an employer-employee relationship. All services performed pursuant to this Agreement shall be performed by the Consultant as an independent contractor. The Consultant shall not have the power to bind or obligate the City except as set forth in this Agreement or as otherwise approved by the City in writing.

8. **Notices**. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid). Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section):

City of Blue Springs, Missouri Attn: Public Works Director 903 W Main St. Blue Springs, Missouri 64015 tdegenhardt@Bluespringsgov.com	Geotechnology, LLC Steve Damron 5055 Antioch Road Overland Park, KS 66203 S_Damron@geotechnology.com

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the City and the Consultant.

9. **Disputes**. In the event of a dispute between the City and the Consultant arising out of or related to this Agreement, the aggrieved party shall notify the other parties of the dispute within a reasonable time after such dispute arises in an effort to resolve the dispute by direct negotiation or mediation. During the pending of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

10. **Waiver**. A waiver by any party of any breach of this Agreement by any other party shall only be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach or the same kind of breach on another occasion.

11. **Severability**. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any invalid, illegal or unenforceable provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be invalid, illegal or unenforceable. The parties further agree to amend this Agreement to replace any stricken provision with a valid, legal and enforceable provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Agreement from being invalidated should a provision which is of the essence of this Agreement be determined to be invalid, illegal or unenforceable.

12. **Entire Agreement; Governing Law**. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and negotiations with respect thereto. This Agreement may be amended only by a written instrument signed by all parties. This Agreement shall be governed by the laws of the State of Missouri. In the event this Agreement is litigated, venue shall be proper only in the Circuit Court of Jackson County, Missouri at Independence.

13. **Assignment**. Neither the City nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent may be granted or withheld in such other party's absolute discretion. Nothing contained in this Section shall prevent the Consultant from engaging independent consultants, associates, and subcontractors to assist in performance of the Project Services subject to prior approval by the City.

14. **No Third-Party Rights**. The provisions of this Agreement shall not be deemed to create any third-party benefit hereunder for any member of the public or to authorize any one, not a party hereto, to maintain suit pursuant to the terms of this Agreement.

15. **Counterparts**. This Agreement may be executed in separate counterparts.

16. **Good Faith Efforts and Cooperation**. The parties agree to use good faith efforts in a professional manner in the performance of their services and covenants in this Agreement and to cooperate at all times and coordinate their activities as necessary during the Term of this Agreement to assist in performance of the Project Services and to ensure performance of the Project Services in an efficient and timely manner.

17. **Authority**. Each party represents to the other parties that it has the power and authority to enter into this Agreement and that the person(s) executing it on its behalf has the power to do so and to bind it to the terms of this Agreement. The City represents that it has taken all action necessary or appropriate to authorize the City to execute, deliver and perform this Agreement and to cause it to be binding upon the City. The Consultant represents that it has taken all action necessary or appropriate to authorize it to execute, deliver and perform this Agreement and to cause it to be binding upon the Consultant.

18. **Covenant Against Contingent Fees**. The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

19. **Ownership of Documents**. Payment by City to Consultant as provided herein shall vest in City title to all drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by Consultant exclusively for the Project Services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation, provided that any use for another purpose shall be without liability to the Consultant. Consultant will provide City will drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by Consultant exclusively for the Project Services within five (5) business days of receiving a request by City for the same, subject to reasonable reproduction costs but not search time costs.

20. **Compliance with Laws**. Consultant shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the Project Services. Consultant shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.

21. **Consultant's Endorsement**. Consultant shall endorse as necessary all plans, specifications, estimates, and engineering data furnished by it.

22. **Inspection of Documents**. Consultant shall maintain all records pertaining to the Project Services for inspection, upon reasonable advance notice and during normal business hours at Consultant's place of business, by a City representative during the contract period and for five (5) years from the date of final payment for each individual project performed pursuant to this Agreement.

23. **Indemnification and Hold Harmless**. Consultant shall indemnify and hold harmless City and its officers, agents, employees, elected or appointed officials, and attorneys, each in their official and individual capacities, from and against judgments, damages, losses, expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Consultant in the performance of Consultant's duties under this Agreement, or any supplements or amendments thereto.

24. **Professional Responsibility**. Consultant will exercise reasonable skill, care, and diligence in the performance of its services in accordance with customarily accepted professional engineering practices. If Consultant fails to meet the foregoing standard, Consultant will perform at its own cost, and without reimbursement from City, the professional engineering services necessary to correct errors and omissions that are caused by Consultant's failure to comply with above standard.

25. **Tax Exempt**. City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.

26. **Safety**. In the performance of the Project Services, Consultant shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent federal, state and/or local safety or environmental codes.

27. **Anti-Discrimination Clause**. Consultant and its agents, employees, or subcontractors shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

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

29. **Review Afforded**. The parties acknowledge that each has had an opportunity to retain an attorney to review the terms and conditions of this Agreement. No provision hereof shall be interpreted against the interests of one party solely because such provision was drafted by such party or by the attorney for such party.

IN WITNESS WHEREOF, the Consultant and the City have executed this Agreement as of the Effective Date.

GEOTECHNOLOGY, LLC:

By: _____

Name: Jim Howe

Title: Vice President

CITY OF BLUE SPRINGS, MISSOURI

_____

Christine Cates, City Administrator

APPROVED AS TO FORM

_____

John Mullane, Interim City Attorney

Exhibit A

Project Services

Professional Engineering Services -

1. Provide preliminary or final engineering design for projects determined by the City of Blue Springs. The engineering design shall include, but not be limited to, structural design, storm water, roadway design and traffic studies.

2. All drawings shall be provided electronically in PDF form, and they shall be AutoCAD 2020 compatible. A hard copy of the drawings shall be provided.

3. All drawings, notes, etc. shall be certified by a Registered Professional Engineer, licensed in the State of Missouri.

4. Review and provide comments on storm water detention and water quality in accordance to APWA guidelines.

5. Review and provide comments on traffic impact studies.

Land Surveying Services -

1. Provide preliminary or final design engineering surveys for projects that the City of Blue Springs will design or have a consultant design. The surveys shall include, but not be limited to, horizontal and vertical control, (Missouri State Plane) topography, cross sections, profiles, property corners, field locates, and any other field information deemed necessary. Horizontal control shall be tied to the closest sectionalized land corner as is practicable.

2. Provide boundary surveys.

3. Provide all research needed to obtain plats, section corner report forms, ownership, easements and rights of way.

4. Provide construction staking on projects when deemed necessary.

5. Contact all utility companies for field locates at project locations.

6. All field data shall be provided electronically in AutoCAD format as a drawing with all data collection points included in an ASCII format. A hard copy drawing of the field data shall be provided along with a hard copy of the point file.

7. All field data, drawings, notes, etc. shall be certified by a Registered Land Surveyor, licensed in the State of Missouri.

Exhibit B

Compensation Schedule

GEOTECHNOLOGY
A Universal Engineering Sciences Company

2024 SCHEDULE OF FIELD & LABORATORY SERVICES AND FEES
CONSTRUCTION MATERIALS TESTING
KANSAS CITY

TERMS: Services are provided in accordance with Geotechnology's Terms. A signed copy of the Terms must be on file with Geotechnology prior to performance of services and will apply to all services on all projects until such time as the Terms are reissued or withdrawn. Rates given on this Fee Schedule are for work performed through the 2024 calendar year. For work performed beyond calendar year 2024, rates in effect at that time will apply. **Time and mileage charges are portal to portal. Overtime rates for each category will be invoiced at 1.5 times the hourly rates listed. Overtime will be charged for each hour in excess of 8 hours per day on weekdays and each hour worked on weekends and holidays. A shift differential of 20% will be applied to all second and third shift work. Second and third shift work is defined when an employee logs at least 4 hours after 6 pm or at least 4 hours before 7 am. A minimum of 8 hours per shift will be charged per employee for all second and third shift work. The minimum project charge will be $500. Either Visa or Mastercard credit card (plus 2% processing fee) or company check may be used to purchase services offered by Geotechnology for project charges up to a maximum of $2,000, and is required when purchasing less than $1,000 in services.**

FIELD SERVICES & SPECIAL INSPECTIONS

	Hourly Rates*
Soils, Concrete, Asphalt	$69.00
DOT Certified Rep - Soils, Concrete, Asphalt	$76.00
Shallow Foundation Subgrade Observation, Waterproofing, Post-installed Anchors/Reinforcing Steel	$81.00
PT Stressing, EFIS, Masonry	$87.00
Structural Steel Inspection, Floor Flatness, Wood Framing, Roofing, Fireproofing	$110.00
Load Testing, Field Safety Specialist	$0.00
Welding Procedure Qualification and Performance	Request Quote

OFFICE / PROFESSIONAL SERVICES

Engineer/Geologist/Scientist	$110.00
Project Engineer/Geologist/Scientist	$126.00
Senior Engineer/Geologist/Scientist	$142.00
Project Manager	$158.00
Principal Engineer	$215.00
Associate, Senior Project Manager	$205.00
Principal, Group Manager, Office Manager	$168.00
Senior Consultant	$236.00
CADD Operator	$111.00
Project Administrator/Word Processor	$87.00

*Fees for services are based on the number of hours expended on project, including travel; by professional, technical, and clerical personnel. For emergency services, expert witness, and litigation, rates will be 50 percent greater. All rates include cost of general health and safety training and monitoring for technical personnel.

Reimbursable Expenses. Expenses other than salary costs that are directly attributable to our professional services are invoiced at our cost plus 10 percent. Mileage for travel to and from projects will be invoiced at either $1.00/mile, the applicable vehicle trip charge, or daily rates used where appropriate.

Equipment Charges. Charges for equipment used on a project will be based on our standard unit rates. A copy of our standard unit rates for equipment is available upon request.

Laboratory Services. Laboratory testing will be invoiced based on our standard unit prices. A copy of our standard unit prices for laboratory testing services is available upon request. Environmental analytical testing will be subcontracted and invoiced as a reimbursable expense.

GEOTECHNOLOGY
A Universal Engineering Sciences Company

2024 SCHEDULE OF FIELD & LABORATORY SERVICES AND FEES
CONSTRUCTION MATERIALS TESTING
KANSAS CITY

Vehicle Trip Charges	
Zone 6 – 26 to 30 miles	$67.00 per trip
Equipment Charges	
Coring Equipment	$203.00 per day
Equipment, per unit (Nuclear Gauge)	$41.00 per day
NDT Equipment, per unit	$116.00 per day

LABORATORY SERVICES

FEES: Laboratory testing services are conducted in general accordance with the referenced standard unless requested otherwise. Laboratory testing prices include electronic delivery, and may include data reduction and plotting. Unless indicated in our proposal, additional charges are applicable for sample storage, materials that required unusual sample handling, or non-standard reporting.

Aggregate Quality Tests (Concrete and Asphalt)	
Soundness Test (5 Cycle) – ASTM C 88	$347.00 each
Washed Gradation – ASTM C 136 & ASTM C 117	$64.00 each
Specific Gravity & Absorption (CA) – ASTM C 127 or C 128	$87.00 each
Specific Gravity & Absorption (FA) – ASTM C 127 or C 128	$156.00 each
Bulk Density ("Unit Weight") and Voids in Aggregate ASTM C29	$116.00 each
Clay Lumps and Friable Particles - ASTM C142	$0.00 each
Deleterious Substances – MoDOT TM71	$92.00 each
Los Angeles Abrasion – ASTM C 131	$219.00 each
Minus No. 200 Sieve – ASTM C 117	$64.00 each
Organic Impurities – ASTM C 40	$69.00 each
Freeze/Thaw	$520.00 each
Large Stone Surcharge (1-1/2-inch aggregate or greater)	$260.00 each
Asphaltic Concrete Laboratory Tests	
Asphaltic Core Density, and Thickness	$23.00 per sample
Lab Sample/Asphalt Concrete Density, Stability, and Flow Tests – ASTM D 2726 and D 1559	$416.00 per set of three
Asphalt Content and Gradation	$254.00 each
Maximum Theoretical Specific Gravity	$104.00 each
Concrete Strength Tests	
Concrete Cylinders 4x8 (cast by Geotechnology) includes mold – ASTM C 39	$21.00 each
Concrete Cylinders 6x12 (cast by Geotechnology) includes mold – ASTM C 39	$21.00 each
Concrete Cylinders (cast by others and delivered to Geotechnology)* – ASTM C 39	$45.00 each
*Cylinders cast by others that must be cut or capped to meet ASTM C-39	$18.00 each
Concrete Cores – ASTM C 42	$60.00 each
Concrete Beams – ASTM C 78	$46.00 each

Note : Unit prices for strength tests are based on test results being electronically delivered through our GeoField system. Paper copies of reports will not be provided. Spares are automatically discarded if the 28-day tests are acceptable, unless we are instructed otherwise in writing.

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Masonry/Mortar/Grout Tests	
Mortar or Grout Cubes/Cylinders – ASTM C 780	$41.00 each
2-Course Masonry Unit Prism Test (prepared by contractor) – ASTM C 1314	
Full Size	$139.00 each
Grout Prism – ASTM C 1019	$41.00 each
Unit prices for face brick and concrete masonry unit tests	Request quote
Soils Laboratory Tests	
Atterberg Limits – ASTM D 4318	
One-point method	$76.00 each
Specific Gravity – ASTM D 854	$156.00 each
Moisture Content – ASTM D 2216	$8.00 each
Organic Content – ASTM D 2974	$64.00 each
pH Value – ASTM D 4927	$58.00 each
Chloride Ion (powder)	$0.00 each
Chloride Ion (core)	$0.00 each
Shrinkage Limit – ASTM D 427	$196.00 each
Crumb Dispersion – ASTM D 6572	$41.00 each
pH Lime Series	$376.00 each
Particle Size Distribution – ASTM D 422	
Sieve analysis through #200 sieve – ASTM D 6913	$90.00 each
Hydrometer test – ASTM D 422	$196.00 each
Hydrometer and sieve anaylsis - ASTM D 422	$300.00 each
Hydrometer test – ASTM D 7928	$122.00 each
Hydrometer and sieve anaylsis - ASTM D 7928	$208.00 each
Percent passing No. 200 sieve only – ASTM D 1140	$64.00 each
Natural Density or Unit Weight	
Dry unit weight from Shelby or drive tube.	$35.00 each
Dry unit weight of irregular shaped specimen (waxed method)	$0.00 each
Extrusion of Shelby tube to recycle tube	$23.00 each
Samples waxed for extended storage	$46.00 each
Laboratory Compaction Tests	
Standard Proctor	
Soil – ASTM D 698	$280.00 each
Rock – ASTM D 698	$330.00 each
Modified Proctor	
Soil – ASTM D 1557	$310.00 each
Rock – ASTM D 1557	$360.00 each
Admixture Surcharge	$53.00 each
Oversize Correction Factor	$58.00 each

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Triaxial Compression Tests (*All Triaxial tests include moisture content & density determination)

Unconfined Compression (Uc) with stress vs. strain plot - ASTM D2166	$92.00 each
Unconsolidated-Undrained (UU) - ASTM D 2850	$115.00 each
Consolidated-Undrained (CU) per specimen - ASTM D 4767	$347.00 each
Consolidated-Drained (CD) per specimen - EM 1110-2-1906	$347.00 each
Multiple stage tests: per additional stage	$219.00 each

Note: Includes Mohr circles and stress vs. strain or P-Q plots. CU and CD tests are back pressure saturated to 0.95.

Hydraulic Conductivity (Permeability) Test

Hydraulic Conductivity up to 3 days in a cell – ASTM D 5084	$330.00 each
Remolded sample, additional	$76.00 each

Consolidation Test

Incremental – ASTM D 2435 with 8 load & 3 unload increments and e-log P plot	$411.00 each
Incremental – ASTM D 2435 with Burmeister loop and e-log plot	$520.00 each
Computer Plot of deformation vs. log of time or vs. square root of time	$29.00 each
Computer Plot of deformation vs. log of time or vs. square root of time	$196.00 each
Additional load or unload increment	$24.00 each

Note: Maximum pressure is 20 tsf.

Swell and Swell Pressure Tests – ASTM D 4546

Free Swell-Method B – single specimen	$231.00 each
Swell pressure-Method C – Free swell with swell pressures	$185.00 each
Free Swell-Methods A – 4 specimens at different stresses	$508.00 each

California Bearing Ratio - ASTM D 1883

One point at specified density and moisture	$214.00 each

Rock Testing

Unconfined Compression (Uc) – ASTM D 7012 Method C (peak only)	$92.00 each
Unconfined Compression (Uc) – ASTM D 7012 Method C with plot	$110.00 each
Preparation of NX rock core – ASTM D 4543 includes cutting & grinding	$69.00 each
Point load – ASTM D 5731	$58.00 each
Rock core density	$29.00 each

Exhibit C

EFFECTIVE DATE:	**TERMINATION DATE:**	**CONTRACT NUMBER:**	**TASK ORDER NO.**
CITY		**CONTRACTOR**	
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**			
Attention:		Attention:	
Department:		Phone:	
Phone:			

FORM OF TASK ORDER

This Task Order is entered into as the date last signed by the parties and is between _____, (the "Consultant") and the City of Blue Springs, Missouri (the "City").

WHEREAS, the City has engaged Consultant to provide engineering services pursuant to an Agreement for Engineering Services, pursuant to which the City may task the Consultant to provide additional professional engineering services on a project-specific basis by acknowledging a separate Task Order.

NOW, THEREFORE, in consideration of the promises and mutual covenants between the parties and for other good and valuable consideration the receipt of which is acknowledged by the parties, they agree as follows:

1. **Incorporation of Base Agreement**. This Task Order is subject to all terms and conditions contained in the Agreement for Engineering Services, that are not inconsistent with the specific terms contained herein, and the Agreement for Engineering Services between the parties is incorporated herein as if set forth in full by this reference.

2. **Scope of Services**. The Scope of Services pursuant to this Task Order are as contained in Exhibit A.

3. **Term**. Consultant shall begin work pursuant to this Task Order upon its Effective Date and shall [continue until otherwise completed or this Task Order is terminated] [be completed by _____].

4. **Compensation**. Unless compensation is set forth in this Task Order, compensation shall be as provided in the Agreement for Engineering Services between the parties.

5. **Project Schedule**.

6. **Additional Terms and Conditions**. If any, attach to this Task Order as Exhibit B.

IN WITNESS WHEREOF, the Consultant and the City have executed this Agreement as of the Effective Date.

_____:	**CITY OF BLUE SPRINGS, MISSOURI**
_____	_____
By: _____	Christine Cates, City Administrator
Name: _____	
Title:_____	

Exhibit A to Task Order

Scope of Services

Exhibit B to Task Order

Additional Terms and Conditions, if any

WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530, RSMo

STATE OF MISSOURI)
) ss.
COUNTY OF ST. LOUIS)

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

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

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

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

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

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

1. My name is ROBIN WOOD and I am currently the HR DIRECTOR of GEOTECHNOLOGY, LLC (hereinafter "Company"), whose business address is 11816 LACKLAND RD. SUITE 150 ST LOUIS MO 63146, and I am authorized to make this Affidavit.

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

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

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

Robin Wood
Affiant / Contractor

ROBIN WOOD
Printed Name

Subscribed and sworn to before me this 11 day of April, 2024.

Jill S. James
Notary Public

SEAL

JILL S. JAMES
Notary Public - Notary Seal
St Louis County - State of Missouri
Commission Number 13756436
My Commission Expires Feb 26, 2025

EFFECTIVE DATE: April 16, 2024	TERMINATION DATE: April 1, 2027	CONTRACT NUMBER:

CITY	CONTRACTOR
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**	**Olsson, Inc.** **601 P Street, Suite 200** **Lincoln, NE 68508**
Attention: Thomas Degenhardt	Attention: Brad Schleeter
Department: Public Works	Phone: 913.433.8181
Phone: 816.228.0121	Tax ID Number: 47-0781766

AGREEMENT FOR CONSULTING ENGINEERING SERVICES

THIS AGREEMENT is between Olsson, Inc. (the "Consultant") and the City of Blue Springs, Missouri (the "City"), effective as of the date last signed by the parties.

WHEREAS, the City desires to engage the Consultant to provide services to the City regarding consulting engineering services.

NOW, THEREFORE, in consideration of the promises and mutual covenants between the parties and for other good and valuable consideration the receipt of which is acknowledged by the parties, they agree as follows.

1. **Term of Agreement**. This Agreement shall begin as of the Effective Date and shall continue for three years with two optional one-year renewals. This Agreement may be terminated at will by any party upon providing thirty days' written notice to the other party, in which case the City shall pay Consultant for all services rendered and costs previously incurred.

2. **Scope of Services**.

   a. *General*. The Consultant shall provide the Project Services described in Exhibit A. The Consultant is solely responsible for payment of wages, salaries, fringe benefits and other compensation of, or claimed by, the Consultant's personnel in the performance of the Project Services, including, without limitation, contributions to any employee benefit plans and all payroll taxes.

   b. *Project Specific*. In addition to the Project Services to be provided pursuant to this Agreement, the City may task the Consultant to provide additional professional engineering services on a project-specific basis. In the event the Consultant is tasked to provide such services, the City and the Consultant shall acknowledge a separate Task Order in the form attached hereto as Exhibit C in its substantial form, which describes the scope of services to be provided by the Consultant and the City, providing for compensation for services to be provided by the Consultant, and providing completion times for said services, and any other necessary matters. The compensation to be paid the Consultant pursuant to any Task Order shall be

at the rates set forth in Exhibit B attached hereto and incorporated herein by reference unless otherwise agreed in the Task Order. In no event is any work in excess of that described in Exhibit A authorized by this Agreement without the City and the Consultant first entering into a Task Order.

c. *Time of Performance of Services*. The services under this Agreement any Task Order have been agreed to in anticipation of the orderly progress through completion. Unless a specific time of performance for services is specified, Consultant's obligation to render services will be for a period which may reasonably be required for the completion of said services. If a specific time of performance is provided, and if the City has requested changes in the scope or character of the project, the time of performance shall be adjusted equitably.

d. *Third Party Information*. The Consultant is not responsible, and liability is waived by Client as against the Consultant, for use by Client or any other person of any data, reports, plans or drawings not prepared by the Consultant.

e. *Opinion of Costs*. If any opinion is prepared by the Consultant as to anticipated construction costs, such opinion represents a judgment as a professional and is supplied for the general guidance of the City. Since the Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, the Consultant does not guarantee the accuracy of such opinion as compared to contractor bids or actual cost to the City.

f. *Delay*. All agreements on the Consultant's part are contingent upon, and Consultant shall not be responsible for damages or be in default, or be deemed to be in default, by reason of delays in performance of others by reason of strikes, lock-outs, accidents, acts of God and other delays unavoidable or beyond Consultant's reasonable control, or due to shortages or unavailability of labor at established area wage rate or delays caused by failure of City or City's agents to furnish information or to approve or disapprove Consultant's work promptly, or due to late or slow, or faulty performance by City, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of Consultant's work. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.

3. **Compensation and Invoices**. The City agrees to compensate the Consultant in accordance with the Compensation Schedule contained in Exhibit B. The City will pay all proper invoices within thirty (30) days of receipt. All invoices should contain a narrative entry sufficient to describe the work or task performed and an indication of the person and job classification who performed the work.

4. **The City's Responsibilities**. The City shall give prompt notice to the Consultant of any matters of which the City becomes aware that may affect the Project Services of the Consultant. The City shall cooperate with the Consultant in performing the Project Services by making available at reasonable times and places relevant City documents and pertinent City officers and employees to advise, assist, consult and direct the Consultant.

5. **Insurance**. Consultant shall file (by the Effective Date) with the City evidence of liability insurance that is consistent with the amounts set forth below.

a. A policy of insurance for Commercial General Liability Coverage and Automobile Liability Coverage shall be provided in the aggregate amount of not less than $2,000,000 for all claims arising out of a single accident or occurrence and $1,000,000 for any one person in a single accident of occurrence. The City shall be listed as an additional insured. The policy shall not be cancelled, or materially modified so as to be out of compliance with the requirements of this section, or not renewed without thirty (30) days advance written notice of such event being given to the City.

b. The Consultant shall obtain and maintain Workers' Compensation Insurance for a limit of $500,000 for all of their respective employees, and in case any work is sublet, the Consultant shall require any subcontractors to provide Workers' Compensation insurance for all subcontractor's employees, in compliance with Missouri law. The Consultant hereby indemnifies the City for any damage resulting to it from failure of either the Consultant or any contractor or subcontractor to obtain and maintain such insurance. The Consultant shall provide the City with a certificate of insurance indicating Workers' Compensation coverage by the Effective Date.

c. Professional Liability Insurance covering claims resulting from engineering and surveying errors and omissions with a limit of $2,000,000 per occurrence.

6. **Consultant Employees**. Pursuant to RSMo 285.530(1), by its sworn affidavit in substantially the form attached hereto, Contractor hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Furthermore, Contractor affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

7. **Relationship of Parties**. It is the intent of the parties that the Consultant shall be an independent contractor in its capacity hereunder. Nothing herein shall be construed to create an employer-employee relationship. All services performed pursuant to this Agreement shall be performed by the Consultant as an independent contractor. The Consultant shall not have the power to bind or obligate the City except as set forth in this Agreement or as otherwise approved by the City in writing.

8. **Notices**. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid). Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section):

City of Blue Springs, Missouri Attn: Public Works Director 903 W Main St. Blue Springs, Missouri 64015 tdegenhardt@Bluespringsgov.com	Olsson, Inc. Brad Schleeter 7301 W. 133rd Street, Suite 200 Overland Park, KS 66213 bschleeter@olsson.com

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the City and the Consultant.

9. **Disputes**. In the event of a dispute between the City and the Consultant arising out of or related to this Agreement, the aggrieved party shall notify the other parties of the dispute within a reasonable time after such dispute arises in an effort to resolve the dispute by direct negotiation or mediation. During the pending of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

10. **Waiver**. A waiver by any party of any breach of this Agreement by any other party shall only be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach or the same kind of breach on another occasion.

11. **Severability**. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any invalid, illegal or unenforceable provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be invalid, illegal or unenforceable. The parties further agree to amend this Agreement to replace any stricken provision with a valid, legal and enforceable provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Agreement from being invalidated should a provision which is of the essence of this Agreement be determined to be invalid, illegal or unenforceable.

12. **Entire Agreement; Governing Law**. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and negotiations with respect thereto. This Agreement may be amended only by a written instrument signed by all parties. This Agreement shall be governed by the laws of the State of Missouri. In the event this Agreement is litigated, venue shall be proper only in the Circuit Court of Jackson County, Missouri at Independence.

13. **Assignment**. Neither the City nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent may be granted or withheld in such other party's absolute discretion. Nothing contained in this Section shall prevent the Consultant from engaging independent consultants, associates, and subcontractors to assist in performance of the Project Services subject to prior approval by the City.

14. **No Third-Party Rights**. The provisions of this Agreement shall not be deemed to create any third-party benefit hereunder for any member of the public or to authorize any one, not a party hereto, to maintain suit pursuant to the terms of this Agreement.

15. **Counterparts**. This Agreement may be executed in separate counterparts.

16. **Good Faith Efforts and Cooperation**. The parties agree to use good faith efforts in a professional manner in the performance of their services and covenants in this Agreement and to cooperate at all times and coordinate their activities as necessary during the Term of this Agreement to assist in performance of the Project Services and to ensure performance of the Project Services in an efficient and timely manner.

17. **Authority**. Each party represents to the other parties that it has the power and authority to enter into this Agreement and that the person(s) executing it on its behalf has the power to do so and to bind it to the terms of this Agreement. The City represents that it has taken all action necessary or appropriate to authorize the City to execute, deliver and perform this Agreement and to cause it to be binding upon the City. The Consultant represents that it has taken all action necessary or appropriate to authorize it to execute, deliver and perform this Agreement and to cause it to be binding upon the Consultant.

18. **Covenant Against Contingent Fees**. The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

19. **Ownership of Documents**. Payment by City to Consultant as provided herein shall vest in City title to all drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by Consultant exclusively for the Project Services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation, provided that any use for another purpose shall be without liability to the Consultant. Consultant will provide City will drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by Consultant exclusively for the Project Services within five (5) business days of receiving a request by City for the same, subject to reasonable reproduction costs but not search time costs.

20. **Compliance with Laws**. Consultant shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the Project Services. Consultant shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.

21. **Consultant's Endorsement**. Consultant shall endorse as necessary all plans, specifications, estimates, and engineering data furnished by it.

22. **Inspection of Documents**. Consultant shall maintain all records pertaining to the Project Services for inspection, upon reasonable advance notice and during normal business hours at Consultant's place of business, by a City representative during the contract period and for five (5) years from the date of final payment for each individual project performed pursuant to this Agreement.

23. **Indemnification and Hold Harmless**. Consultant shall indemnify and hold harmless City and its officers, agents, employees, elected or appointed officials, and attorneys, each in their official and individual capacities, from and against judgments, damages, losses, expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Consultant in the performance of Consultant's duties under this Agreement, or any supplements or amendments thereto.

24. **Professional Responsibility**. Consultant will exercise reasonable skill, care, and diligence in the performance of its services in accordance with customarily accepted professional engineering practices. If Consultant fails to meet the foregoing standard, Consultant will perform at its own cost, and without reimbursement from City, the professional engineering services necessary to correct errors and omissions that are caused by Consultant's failure to comply with above standard.

25. **Tax Exempt**. City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.

26. **Safety**. In the performance of the Project Services, Consultant shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent federal, state and/or local safety or environmental codes.

27. **Anti-Discrimination Clause**. Consultant and its agents, employees, or subcontractors shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

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

29. **Review Afforded**. The parties acknowledge that each has had an opportunity to retain an attorney to review the terms and conditions of this Agreement. No provision hereof shall be interpreted against the interests of one party solely because such provision was drafted by such party or by the attorney for such party.

IN WITNESS WHEREOF, the Consultant and the City have executed this Agreement as of the Effective Date.

OLSSON, INC:

By: _____

Name: Tony Stanton

Title: Sector Leader

CITY OF BLUE SPRINGS, MISSOURI

_____

Christine Cates, City Administrator

APPROVED AS TO FORM

_____

John Mullane, Interim City Attorney

Exhibit A

Professional Engineering Services -

1. Provide preliminary or final engineering design for projects determined by the City of Blue Springs. The engineering design shall include, but not be limited to, structural design, storm water, roadway design and traffic studies.

2. All drawings shall be provided electronically in PDF form, and they shall be AutoCAD 2020 compatible. A hard copy of the drawings shall be provided.

3. All drawings, notes, etc. shall be certified by a Registered Professional Engineer, licensed in the State of Missouri.

4. Review and provide comments on storm water detention and water quality in accordance to APWA guidelines.

5. Review and provide comments on traffic impact studies.

Land Surveying Services -

1. Provide preliminary or final design engineering surveys for projects that the City of Blue Springs will design or have a consultant design. The surveys shall include, but not be limited to, horizontal and vertical control, (Missouri State Plane) topography, cross sections, profiles, property corners, field locates, and any other field information deemed necessary. Horizontal control shall be tied to the closest sectionalized land corner as is practicable.

2. Provide boundary surveys.

3. Provide all research needed to obtain plats, section corner report forms, ownership, easements and rights of way.

4. Provide construction staking on projects when deemed necessary.

5. Contact all utility companies for field locates at project locations.

6. All field data shall be provided electronically in AutoCAD format as a drawing with all data collection points included in an ASCII format. A hard copy drawing of the field data shall be provided along with a hard copy of the point file.

7. All field data, drawings, notes, etc. shall be certified by a Registered Land Surveyor, licensed in the State of Missouri.

Exhibit B

Compensation Schedule

Olsson 2024 Billing Rate Schedule

Description	Range
Principal	$140.00 - $463.00
Project Manager	$129.00 - $274.00
Project Professional	$95.00 - $242.00
Assistant Professional	$71.00 - $178.00
Designer	$90.00 - $216.00
CAD Operator	$59.00 - $137.00
Administrative/Clerical	$47.00 - $206.00
Survey	$56.00 - $210.00 *
Construction Services	$49.00 - $279.00 *

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

Exhibit C

EFFECTIVE DATE:	**TERMINATION DATE:**	**CONTRACT NUMBER:**	**TASK ORDER NO.**
CITY		**CONTRACTOR**	
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**			
Attention:		Attention:	
Department:		Phone:	
Phone:			

FORM OF TASK ORDER

This Task Order is entered into as the date last signed by the parties and is between _____, (the "Consultant") and the City of Blue Springs, Missouri (the "City").

WHEREAS, the City has engaged Consultant to provide engineering services pursuant to an Agreement for Engineering Services, pursuant to which the City may task the Consultant to provide additional professional engineering services on a project-specific basis by acknowledging a separate Task Order.

NOW, THEREFORE, in consideration of the promises and mutual covenants between the parties and for other good and valuable consideration the receipt of which is acknowledged by the parties, they agree as follows:

1. **Incorporation of Base Agreement**. This Task Order is subject to all terms and conditions contained in the Agreement for Engineering Services, that are not inconsistent with the specific terms contained herein, and the Agreement for Engineering Services between the parties is incorporated herein as if set forth in full by this reference.

2. **Scope of Services**. The Scope of Services pursuant to this Task Order are as contained in Exhibit A.

3. **Term**. Consultant shall begin work pursuant to this Task Order upon its Effective Date and shall [continue until otherwise completed or this Task Order is terminated] [be completed by _____].

4. **Compensation**. Unless compensation is set forth in this Task Order, compensation shall be as provided in the Agreement for Engineering Services between the parties.

5. **Project Schedule**.

6. **Additional Terms and Conditions**. If any, attach to this Task Order as Exhibit B.

IN WITNESS WHEREOF, the Consultant and the City have executed this Agreement as of the Effective Date.

_____:	**CITY OF BLUE SPRINGS, MISSOURI**
_____	_____
By: _____	Christine Cates, City Administrator
Name: _____	
Title:_____	

Exhibit A to Task Order

Scope of Services

Exhibit B to Task Order

Additional Terms and Conditions, if any

Rev. 01/01/2024

WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530, RSMo

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

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

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

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

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

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

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

1. My name is Tony Stanton and I am currently the Sector Leader of Olsson, Inc. (hereinafter "Company"), whose business address is 601 P Street, Suite 200, Lincoln, NE 68508, and I am authorized to make this Affidavit.

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

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

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

_____ Tony Stanton
Affiant / Contractor Printed Name

Subscribed and sworn to before me this 10th day of April, 2024.

SEAL _____
Notary Public

NOTARY PUBLIC - State of Kansas
Leticia DeCaigny
My Appt. Expires 8-22-27

EFFECTIVE DATE: April 16, 2024	TERMINATION DATE: April 1, 2027	CONTRACT NUMBER:

CITY	CONTRACTOR
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**	**TranSystems Corporation** **2400 Pershing Road, Suite 400** **Kansas City, MO 64108**
Attention: Thomas Degenhardt	Attention: Aaron Moore
Department: Public Works	Phone: 816.329.8821
Phone: 816.228.0121	Tax ID Number: 43-0839725

AGREEMENT FOR CONSULTING ENGINEERING SERVICES

THIS AGREEMENT is between TranSystems Corporation (the "Consultant") and the City of Blue Springs, Missouri (the "City"), effective as of the date last signed by the parties.

WHEREAS, the City desires to engage the Consultant to provide services to the City regarding consulting engineering services.

NOW, THEREFORE, in consideration of the promises and mutual covenants between the parties and for other good and valuable consideration the receipt of which is acknowledged by the parties, they agree as follows.

1. **Term of Agreement**. This Agreement shall begin as of the Effective Date and shall continue for three years with two optional one-year renewals. This Agreement may be terminated at will by any party upon providing thirty days' written notice to the other party, in which case the City shall pay Consultant for all services rendered and costs previously incurred.

2. **Scope of Services**.

   a. *General*. The Consultant shall provide the Project Services described in Exhibit A. The Consultant is solely responsible for payment of wages, salaries, fringe benefits and other compensation of, or claimed by, the Consultant's personnel in the performance of the Project Services, including, without limitation, contributions to any employee benefit plans and all payroll taxes.

   b. *Project Specific*. In addition to the Project Services to be provided pursuant to this Agreement, the City may task the Consultant to provide additional professional engineering services on a project-specific basis. In the event the Consultant is tasked to provide such services, the City and the Consultant shall acknowledge a separate Task Order in the form attached hereto as Exhibit C in its substantial form, which describes the scope of services to be provided by the Consultant and the City, providing for compensation for services to be provided by the Consultant, and providing completion times for said services, and any other necessary matters. The compensation to be paid the Consultant pursuant to any Task Order shall be

at the rates set forth in Exhibit B attached hereto and incorporated herein by reference unless otherwise agreed in the Task Order. In no event is any work in excess of that described in Exhibit A authorized by this Agreement without the City and the Consultant first entering into a Task Order.

c. *Time of Performance of Services*. The services under this Agreement any Task Order have been agreed to in anticipation of the orderly progress through completion. Unless a specific time of performance for services is specified, Consultant's obligation to render services will be for a period which may reasonably be required for the completion of said services. If a specific time of performance is provided, and if the City has requested changes in the scope or character of the project, the time of performance shall be adjusted equitably.

d. *Third Party Information*. The Consultant is not responsible, and liability is waived by Client as against the Consultant, for use by Client or any other person of any data, reports, plans or drawings not prepared by the Consultant.

e. *Opinion of Costs*. If any opinion is prepared by the Consultant as to anticipated construction costs, such opinion represents a judgment as a professional and is supplied for the general guidance of the City. Since the Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, the Consultant does not guarantee the accuracy of such opinion as compared to contractor bids or actual cost to the City.

f. *Delay*. All agreements on the Consultant's part are contingent upon, and Consultant shall not be responsible for damages or be in default, or be deemed to be in default, by reason of delays in performance of others by reason of strikes, lock-outs, accidents, acts of God and other delays unavoidable or beyond Consultant's reasonable control, or due to shortages or unavailability of labor at established area wage rate or delays caused by failure of City or City's agents to furnish information or to approve or disapprove Consultant's work promptly, or due to late or slow, or faulty performance by City, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of Consultant's work. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.

3. **Compensation and Invoices**. The City agrees to compensate the Consultant in accordance with the Compensation Schedule contained in Exhibit B. The City will pay all proper invoices within thirty (30) days of receipt. All invoices should contain a narrative entry sufficient to describe the work or task performed and an indication of the person and job classification who performed the work.

4. **The City's Responsibilities**. The City shall give prompt notice to the Consultant of any matters of which the City becomes aware that may affect the Project Services of the Consultant. The City shall cooperate with the Consultant in performing the Project Services by making available at reasonable times and places relevant City documents and pertinent City officers and employees to advise, assist, consult and direct the Consultant.

5. **Insurance**. Consultant shall file (by the Effective Date) with the City evidence of liability insurance that is consistent with the amounts set forth below.

a. A policy of insurance for Commercial General Liability Coverage and Automobile Liability Coverage shall be provided in the aggregate amount of not less than $2,000,000 for all claims arising out of a single accident or occurrence and $1,000,000 for any one person in a single accident of occurrence. The City shall be listed as an additional insured. The policy shall not be cancelled, or materially modified so as to be out of compliance with the requirements of this section, or not renewed without thirty (30) days advance written notice of such event being given to the City.

b. The Consultant shall obtain and maintain Workers' Compensation Insurance for a limit of $500,000 for all of their respective employees, and in case any work is sublet, the Consultant shall require any subcontractors to provide Workers' Compensation insurance for all subcontractor's employees, in compliance with Missouri law. The Consultant hereby indemnifies the City for any damage resulting to it from failure of either the Consultant or any contractor or subcontractor to obtain and maintain such insurance. The Consultant shall provide the City with a certificate of insurance indicating Workers' Compensation coverage by the Effective Date.

c. Professional Liability Insurance covering claims resulting from engineering and surveying errors and omissions with a limit of $2,000,000 per occurrence.

6. **Consultant Employees**. Pursuant to RSMo 285.530(1), by its sworn affidavit in substantially the form attached hereto, Contractor hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Furthermore, Contractor affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

7. **Relationship of Parties**. It is the intent of the parties that the Consultant shall be an independent contractor in its capacity hereunder. Nothing herein shall be construed to create an employer-employee relationship. All services performed pursuant to this Agreement shall be performed by the Consultant as an independent contractor. The Consultant shall not have the power to bind or obligate the City except as set forth in this Agreement or as otherwise approved by the City in writing.

8. **Notices**. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid). Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section):

City of Blue Springs, Missouri Attn: Public Works Director 903 W Main St. Blue Springs, Missouri 64015 tdegenhardt@Bluespringsgov.com	TranSystems Corporation Aaron Moore 2400 Pershing Road, Suite 400 Kansas City, MO 64108 admoore@transystems.com

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the City and the Consultant.

9. **Disputes**. In the event of a dispute between the City and the Consultant arising out of or related to this Agreement, the aggrieved party shall notify the other parties of the dispute within a reasonable time after such dispute arises in an effort to resolve the dispute by direct negotiation or mediation. During the pending of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

10. **Waiver**. A waiver by any party of any breach of this Agreement by any other party shall only be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach or the same kind of breach on another occasion.

11. **Severability**. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any invalid, illegal or unenforceable provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be invalid, illegal or unenforceable. The parties further agree to amend this Agreement to replace any stricken provision with a valid, legal and enforceable provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Agreement from being invalidated should a provision which is of the essence of this Agreement be determined to be invalid, illegal or unenforceable.

12. **Entire Agreement; Governing Law**. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and negotiations with respect thereto. This Agreement may be amended only by a written instrument signed by all parties. This Agreement shall be governed by the laws of the State of Missouri. In the event this Agreement is litigated, venue shall be proper only in the Circuit Court of Jackson County, Missouri at Independence.

13. **Assignment**. Neither the City nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent may be granted or withheld in such other party's absolute discretion. Nothing contained in this Section shall prevent the Consultant from engaging independent consultants, associates, and subcontractors to assist in performance of the Project Services subject to prior approval by the City.

14. **No Third-Party Rights**. The provisions of this Agreement shall not be deemed to create any third-party benefit hereunder for any member of the public or to authorize any one, not a party hereto, to maintain suit pursuant to the terms of this Agreement.

15. **Counterparts**. This Agreement may be executed in separate counterparts.

16. **Good Faith Efforts and Cooperation**. The parties agree to use good faith efforts in a professional manner in the performance of their services and covenants in this Agreement and to cooperate at all times and coordinate their activities as necessary during the Term of this Agreement to assist in performance of the Project Services and to ensure performance of the Project Services in an efficient and timely manner.

17. **Authority**. Each party represents to the other parties that it has the power and authority to enter into this Agreement and that the person(s) executing it on its behalf has the power to do so and to bind it to the terms of this Agreement. The City represents that it has taken all action necessary or appropriate to authorize the City to execute, deliver and perform this Agreement and to cause it to be binding upon the City. The Consultant represents that it has taken all action necessary or appropriate to authorize it to execute, deliver and perform this Agreement and to cause it to be binding upon the Consultant.

18. **Covenant Against Contingent Fees**. The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

19. **Ownership of Documents**. Payment by City to Consultant as provided herein shall vest in City title to all drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by Consultant exclusively for the Project Services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation, provided that any use for another purpose shall be without liability to the Consultant. Consultant will provide City will drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by Consultant exclusively for the Project Services within five (5) business days of receiving a request by City for the same, subject to reasonable reproduction costs but not search time costs.

20. **Compliance with Laws**. Consultant shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the Project Services. Consultant shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.

21. **Consultant's Endorsement**. Consultant shall endorse as necessary all plans, specifications, estimates, and engineering data furnished by it.

22. **Inspection of Documents**. Consultant shall maintain all records pertaining to the Project Services for inspection, upon reasonable advance notice and during normal business hours at Consultant's place of business, by a City representative during the contract period and for five (5) years from the date of final payment for each individual project performed pursuant to this Agreement.

23. **Indemnification and Hold Harmless**. Consultant shall indemnify and hold harmless City and its officers, agents, employees, elected or appointed officials, and attorneys, each in their official and individual capacities, from and against judgments, damages, losses, expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Consultant in the performance of Consultant's duties under this Agreement, or any supplements or amendments thereto.

24. **Professional Responsibility**. Consultant will exercise reasonable skill, care, and diligence in the performance of its services in accordance with customarily accepted professional engineering practices. If Consultant fails to meet the foregoing standard, Consultant will perform at its own cost, and without reimbursement from City, the professional engineering services necessary to correct errors and omissions that are caused by Consultant's failure to comply with above standard.

25. **Tax Exempt**. City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.

26. **Safety**. In the performance of the Project Services, Consultant shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent federal, state and/or local safety or environmental codes.

27. **Anti-Discrimination Clause**. Consultant and its agents, employees, or subcontractors shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

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

29. **Review Afforded**. The parties acknowledge that each has had an opportunity to retain an attorney to review the terms and conditions of this Agreement. No provision hereof shall be interpreted against the interests of one party solely because such provision was drafted by such party or by the attorney for such party.

IN WITNESS WHEREOF, the Consultant and the City have executed this Agreement as of the Effective Date.

TRANSYSTEMS CORP.:

Frank Weatherford

By: Frank Weatherford

Name: _____

Title: Principal

CITY OF BLUE SPRINGS, MISSOURI

_____

Christine Cates, City Administrator

APPROVED AS TO FORM

_____

John Mullane, Interim City Attorney

Exhibit A

Professional Engineering Services -

1. Provide preliminary or final engineering design for projects determined by the City of Blue Springs. The engineering design shall include, but not be limited to, structural design, storm water, roadway design and traffic studies.

2. All drawings shall be provided electronically in PDF form, and they shall be AutoCAD 2020 compatible. A hard copy of the drawings shall be provided.

3. All drawings, notes, etc. shall be certified by a Registered Professional Engineer, licensed in the State of Missouri.

4. Review and provide comments on storm water detention and water quality in accordance to APWA guidelines.

5. Review and provide comments on traffic impact studies.

Land Surveying Services -

1. Provide preliminary or final design engineering surveys for projects that the City of Blue Springs will design or have a consultant design. The surveys shall include, but not be limited to, horizontal and vertical control, (Missouri State Plane) topography, cross sections, profiles, property corners, field locates, and any other field information deemed necessary. Horizontal control shall be tied to the closest sectionalized land corner as is practicable.

2. Provide boundary surveys.

3. Provide all research needed to obtain plats, section corner report forms, ownership, easements and rights of way.

4. Provide construction staking on projects when deemed necessary.

5. Contact all utility companies for field locates at project locations.

6. All field data shall be provided electronically in AutoCAD format as a drawing with all data collection points included in an ASCII format. A hard copy drawing of the field data shall be provided along with a hard copy of the point file.

7. All field data, drawings, notes, etc. shall be certified by a Registered Land Surveyor, licensed in the State of Missouri.

Rev. 01/01/2024

Exhibit B

Compensation Schedule

TranSystems Corporation
Schedule of Hourly Rates for 2024
Kansas City Office

CLASSIFICATION	2024 Rate	CLASSIFICATION	2024 Rate
Technician V	$210	Principal/Structural Engineer V	$367
Technician IV	$147	Structural Engineer IV	$264
Technician III	$120	Structural Engineer III	$214
Technician II	$98	Structural Engineer II	$163
Technician I	$77	Structural Engineer I	$129
Scientist III	$177	Electrical Engineer IV	$229
Scientist II	$121	Principal/Civil Engineer V	$388
Scientist I	$89	Civil Engineer IV	$269
Surveyor V	$184	Civil Engineer III	$220
Surveyor IV	$141	Civil Engineer II	$160
Surveyor III	$146	Civil Engineer I	$124
Surveyor II	$117	Construction Services IV	$181
Surveyor I	$68	Construction Services III	$146
Planner IV	$270	Construction Services II	$120
Planner III	$234	Construction Services I	$85
Planner II	$139	Business Consultant III	$159
Planner I	$103	Business Consultant II	$113
Industry Specialist V	$423	Architect II	$108
Industry Specialist IV	$318	Marketing Administrator IV	$215
Industry Specialist III	$248	Marketing Administrator II	$123
Industry Specialist II	$155	Marketing Administrator I	$61
Inspector V	$255	Administrative Manager III	$219
Inspector IV	$146	Administrator II	$114
Inspector III	$106	Administrator I	$75
Inspector II	$84		

Sub-contracted labor, material testing equipment, printing and technical photography, and all other direct job costs to be paid at cost. Vehicle mileage to be paid at the current IRS rate per mile. The rates set forth on this initial Schedule of Rates shall be the rates provisions in effect from the date of this Agreement until December 31, 2024. TranSystems will revise the Schedule of Rates annually and will submit the revised Schedule of Rates which shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of the next calendar year.

Exhibit C

EFFECTIVE DATE:	TERMINATION DATE:	CONTRACT NUMBER:	TASK ORDER NO.

CITY	CONTRACTOR
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**	
Attention:	Attention:
Department:	Phone:
Phone:	

FORM OF TASK ORDER

This Task Order is entered into as the date last signed by the parties and is between _____, (the "Consultant") and the City of Blue Springs, Missouri (the "City").

WHEREAS, the City has engaged Consultant to provide engineering services pursuant to an Agreement for Engineering Services, pursuant to which the City may task the Consultant to provide additional professional engineering services on a project-specific basis by acknowledging a separate Task Order.

NOW, THEREFORE, in consideration of the promises and mutual covenants between the parties and for other good and valuable consideration the receipt of which is acknowledged by the parties, they agree as follows:

1. **Incorporation of Base Agreement**. This Task Order is subject to all terms and conditions contained in the Agreement for Engineering Services, that are not inconsistent with the specific terms contained herein, and the Agreement for Engineering Services between the parties is incorporated herein as if set forth in full by this reference.

2. **Scope of Services**. The Scope of Services pursuant to this Task Order are as contained in Exhibit A.

3. **Term**. Consultant shall begin work pursuant to this Task Order upon its Effective Date and shall [continue until otherwise completed or this Task Order is terminated] [be completed by _____].

4. **Compensation**. Unless compensation is set forth in this Task Order, compensation shall be as provided in the Agreement for Engineering Services between the parties.

5. **Project Schedule**.

6. **Additional Terms and Conditions**. If any, attach to this Task Order as Exhibit B.

IN WITNESS WHEREOF, the Consultant and the City have executed this Agreement as of the Effective Date.

_____:

By: _____

Name: _____

Title: _____

CITY OF BLUE SPRINGS, MISSOURI

_____

Christine Cates, City Administrator

Exhibit A to Task Order

Scope of Services

Exhibit B to Task Order

Additional Terms and Conditions, if any

Rev. 01/01/2024

WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530, RSMo

STATE OF MISSOURI)
) ss.
COUNTY OF Jackson)

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

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

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

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

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

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

1. My name is Frank Weatherford and I am currently the Principal of TranSystems Corporation (hereinafter "Company"), whose business address is 2400 Pershing Road, Suite 400 Kansas City, Mo. 64108, and I am authorized to make this Affidavit.

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

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

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

Affiant / Contractor

Frank Weatherford
Printed Name

Subscribed and sworn to before me this 12th day of April, 2024.

SEAL

Angela Libal
Notary Public

ANGELA LIBAL
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 24000182
My Commission Expires Feb 28, 2028

CITY OF BLUE SPRINGS, MISSOURI

CITY COUNCIL
April 15, 2024

EXHIBITS FOR PUBLIC HEARING

COLONIAL GARDENS REZONING AND PLANNED DEVELOPMENT CONCEPT PLAN
(RZ-10-23-8942 and PDC-10-23-8943)

EXHIBIT #1 City Council Information Form dated March 25, 2024 with the following attachments: Staff Report with attachments; Application with attachments; Affidavit of Publication in The Examiner on November 25, 2023; 185 ft. Notification Map; Names/addresses of property owners within 185 ft. of site; Copy of letter sent to said property owners; Title IV, Land Use Section – Blue Springs Code of Ordinances (by reference); and 2014 Comprehensive Plan (by reference); Bill approving Rezoning and PD Concept Plan with Planned Development Standards attached as Exhibit "A" and Planned Development Concept Plan attached as Exhibit "B".

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: March 25, 2024

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

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

ISSUE/REQUEST

A public hearing is being held at the request of the Applicant, Tory Schwope, on behalf of the property owner, Colonial Gardens Development, LLC, for consideration to rezone from "GB/PD" (General Business/Planned Development), "RE/PD" (Residential Estate/Planned Development), and "AG" (Agriculture – County) to "PD – Mixed-Use" (Planned Development – Mixed-Use) for property located at 27610 SE Wyatt Road (RZ-10-23-8942). The applicant is also requesting approval of a Planned Development Concept Plan for 39.39 +/- acres (PDC-10-23-8943). Upon conclusion of the public hearing, a Bill rezoning the property to "PD – Mixed-Use" (Planned Development – Mixed-Use) and approving the Planned Development Concept Plan will be ready for introduction and readings. The public hearing was continued from the December 18, 2023, City Council meeting without testimony.

BACKGROUND/JUSTIFICATION

The applicant is requesting approval to rezone the subject property from "GB/PD" (General Business/Planned Development), "RE/PD" (Residential Estate/Planned Development), and "AG – County" (Agriculture – County) to "PD – MU" (Planned Development – Mixed-Use). The applicant is also requesting approval of a Planned Development (PD) Concept Plan for four planning areas including uses related to retail, wholesale nursery, office and specialty retail, and outdoor entertainment. The property is located north of SE Wyatt Road and west of SE Adams Dairy Parkway and encompasses 39.39 +/- acres. The Rezoning will bring the property into compliance with the Unified Development Code (UDC) and the PD Concept Plan will allow for the unique development of Colonial Gardens.

The Planning Commission held a Public Hearing on Monday, December 11, 2023, where no one spoke in favor and one spoke in opposition to the Rezoning and PD Concept Plan. Planning Commission voted to recommend approval of the Rezoning and approval of the PD Concept Plan with five conditions. One of the five conditions included items to be submitted prior to City Council approval which are a Traffic Impact Study, Preliminary Stormwater Report, and a Sanitary Sewer Memo. Those items have been submitted and reviewed; therefore, staff is recommending approval of the Rezoning and approval of the PD Concept Plan with four conditions.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
April 15, 2024	N/A

STAFF RECOMMENDATION

Staff recommends approval of the Rezoning.

Staff recommends approval of the Planned Development Concept Plan with four conditions:
1. Approval based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC, unless specifically stated in the Planned Development.
2. A PD Final Plan/Site Plan Design Review is required for all four planning areas and must include the following:
   a. All parking dimensions and drive aisle widths must be provided along with a parking count.
   b. All internal pedestrian accesses must be dimensioned and comply with the UDC.
   c. A final landscaping plan must be provided, and all buffers must meet and/or exceed the requirements of the UDC.
   d. A photometric plan along with details for the light fixtures must be provided and comply with the UDC.
3. The PD Final Plan/Site Plan Design Review, Preliminary Plat, and Final Plat are required to be approved prior to any future development.
4. The Final Plat must be recorded at Jackson County prior to issuance of any building permits.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Planning Commission
Date:	December 11, 2023
Action:	Recommended approval of the Rezoning: 7 aye, 0 no Recommended approval of the Planned Development Concept Plan with five conditions: 7 aye, 0 no
Name of Board or Commission:	City Council
Date:	December 18, 2023
Action:	Continued to April 15, 2024, without public testimony

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Staff Report with attachments; Application with attachments; Affidavit of Publication in The Examiner on November 25, 2023; 185 ft. Notification Map; Names/addresses of property owners within 185 ft. of site; Copy of letter sent to said property owners; Title IV, Land Use

Section – Blue Springs Code of Ordinances (by reference); and 2014 Comprehensive Plan (by reference).

2. Bill approving Rezoning and PD Concept Plan with Planned Development Standards attached as Exhibit "A" and Planned Development Concept Plan attached as Exhibit "B".

REVIEWED BY:

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

PLANNING APPLICATION REVIEW STAFF REPORT

Meeting Dates:	Planning Commission: December 11, 2023 City Council: December 18, 2023
Project Name:	***Colonial Gardens***
Site Location:	27610 SE Wyatt Road
Project Request:	RZ-10-23-8942; Rezoning from "GB/PD" (General Business/Planned Development), "RE/PD" (Residential Estate/Planned Development), and "AG-County" (Agriculture – County) to "PD – MU" (Planned Development – Mixed-Use) PDC-10-23-8943; PD Concept Plan to allow for four (4) planning areas including uses related to retail, wholesale nursery, office and specialty retail, and outdoor entertainment.

Applicant: Tory Schwope | Colonial Gardens Development, LLC
Property Owner: Colonial Gardens Development, LLC
Staff Planner: Adair Bright, Senior Planner

Project Description: The applicant is requesting approval to rezone the subject property from "GB/PD" (General Business/Planned Development), "RE/PD" (Residential Estate/Planned Development), and "AG – County" (Agriculture – County) to "PD – MU" (Planned Development – Mixed-Use). The applicant is also requesting approval of a Planned Development (PD) Concept Plan for four (4) planning areas including uses related to retail, wholesale nursery, office and specialty retail, and outdoor entertainment. The property is located north of SE Wyatt Road and west of SE Adams Dairy Parkway and encompasses 39.39 +/- acres. The Rezoning will bring the property into compliance with the Unified Development Code and the PD Concept Plan will allow for the unique development of Colonial Gardens.

Staff Recommendation: Staff recommends approval of the Rezoning and approval of the PD Concept Plan with conditions identified at the end of the staff report.

Previous Actions:

Date	Review Body	Action
03/17/2003	City Council	Approved the Annexation (A-6-2002) of Parcel 54-200-02-08-00-0-00-000 into the Blue Springs city limits by Ord. No. 3554.
09/26/2016	Planning Commission	Approved the Preliminary Plat (PP-09-16-5471) for Colonial Gardens consisting of three (3) lots.
10/03/2016	City Council	Approved the Rezoning (RZ-06-16-5469) from "GB" (General Business) and "AG" (County Agriculture) to "GB" (General Business) and "RE" (Residential Estate) by Ord. No. 4618. Approved the PD Concept Plan (PDC-09-16-5470) to allow agritourism retail and wholesale nursery on 30.16 +/- acres by Ord. No. 4619.
11/14/2016	Planning Commission	Approved the Conditional Use Permit (CUP-10-16-5551) to allow "Outdoor Sales and Service" in the "GB" (General Business) zoning district. Approved the PD Final Plan/Site Plan Design Review (PDFS-10-16-5552) for the first phase consisting of 16.49 +/- acres.

11/21/2016	City Council	Approved the Final Plat (PF-10-16-5553) for Colonial Gardens 1st Plat consisting of one (1) lot on 16.69 +/- acres by Ord. No. 4633.
04/23/2018	Planning Commission	Approved the PD Final Plan/Site Plan Design Review (PDFS-04-18-6339) to amend the previously approved PD Final Plan/Site Plan Design Review.
05/07/2018	City Council	Approved the Vacation (VAC-04-18-6338) to vacate all dedicated landscape easements on Lot 1 of Colonial Gardens 1st Plat by Ord. No. 4736.
06/20/2023	City Council	Approved the Annexation (ANNX-05-23-8672) to annex 8.94 +/- acres by Ord. No. 5230.

Future Applications: The Rezoning and PD Concept Plan will be reviewed concurrently. The PD Final Plan / Site Plan Design Review, Preliminary Plat, and Final Plat are required to be approved prior to any future development. The Final Plat must be recorded at Jackson County prior to issuance of any building permits.

Adjacent Properties:

Direction	Current Zoning	Current Land Use(s)
North:	"SF-7/PD" (Single-Family/Planned Development)	Single-Family (Colonial Highlands 3rd Plat)
South:	Unincorporated Jackson County & "AG" (Agriculture) & "PD-MU" (Planned Development – Mixed Use)	Single-Family Residences & Colonial Farms
East:	"AG" (Agriculture)	Single-Family Residence
West:	"TF/PD" (Two-Family/Planned Development)	Duplexes (Colonial Highlands 1st Plat & Colonial Highlands 2nd Plat)

REZONING ANALYSIS

Existing Zoning: "GB/PD" (General Business/Planned Development), "RE/PD" (Residential Estate/Planned Development), & "AG – County" (Agriculture – County)
Existing Land Use: Retail & Outdoor Sales & Service
Proposed Zoning: "PD – MU" (Planned Development – Mixed-Use)
Proposed Land Use: Retail, Wholesale Nursery, Office and Specialty Retail, & Outdoor Entertainment

Comprehensive Plan: According to the 2014 Comprehensive Plan, "the *Future Land Use Policy Map* reflects planned future land uses at the most generalized and city-wide scale. The intent of the *Future Land Use Policy Map* is not to predetermine land uses or zoning on a specific parcel or at specific locations. Together with other elements of the Comprehensive Plan, the *Future Land Use Policy Map* should be used to guide the relationships and physical improvements needed to create the types of places that are part of Blue Springs' long-range vision."

The Comprehensive Plan designates the subject property as *Neighborhood*, which is defined as:

> *Areas for residential living arranged in a connected pattern of streets and blocks to provide access to civic and neighborhood amenities. Neighborhoods are primarily detached houses, but can include integration of different housing types, institutional/civic uses and spaces, or micro-commercial uses that support the*

neighborhood pattern and scale. Connection to Gathering Places or Neighborhood Centers is important to access daily services and meet daily needs.

Additionally, the 2014 Comprehensive Plan provided a list of Frameworks, Goals, & Targets centered around the four (4) themes of *Places, Connection, City Image, and Investment*. The Goal and Targets most closely aligned with this development proposal are found under the "PLACES" and the "IMAGE" Frameworks:

- *PLACES - GOAL 1: Strengthen Individual Neighborhood Identities.*
  - *Enhance or build **Gathering Spaces** so that most homes are within a 5-10 minute walk of at least one gathering place.*
- *IMAGE – GOAL 4: Promote development that reinforces the importance of the public realm*
  - *Improve design quality and orient projects to the public realm at **Distinct Destinations, Business Hubs, Neighborhood Center,** and **Gathering Places.***

Rezoning: The intent of the "PD" zoning district is defined in Section 404.260, as follows:

There exist in the City parcels where the zoning regulations contained in the categorical districts listed in the UDC may not provide for the development of innovative projects desired by property owners and providing general benefit to the City as a whole. To allow for innovative development projects in a way that can assist in the implementation of the City's Comprehensive Plan and other development goals and objectives, a Planned Development (PD District) District is provided as a special zoning district that may be used in these instances. The intent of the PD District is to encourage unique and high-quality neighborhood, commercial or mixed-use development through an integrated development plan that provides flexibility to the standard zoning district regulations. The use of the PD District can enhance the quality of development and amenities, improve the design of the public realm, increase compatibility between adjacent uses and developments, and reduce negative impacts by using techniques such as: large-scale developments; efficient use of land; innovative and imaginative architectural approaches; design and site planning standards; conservation and preservation of natural resources; urban amenities; and greater open space.

Through the PD, the development will utilize the "Mixed-Use" and the "General Commercial" building types. The land uses allowed in Planning Area 3, the northeast quadrant, will include those allowed in the "GB" (General Business) and "SO" (Service Office) zoning districts permitted at the time of the development.

The Planned Development process is a way to facilitate coordinated master planned development that meets or exceeds the intent of the UDC and the goals of the Comprehensive Plan through an integrated plan, process and flexible standards. A Planned Development application is a specific type of Zoning Map amendment (rezoning) and must meet all the procedures and requirements of that process, but it also accommodates specific master development plans.

Review Criteria: *In reviewing any application for an amendment to the Official Zoning Map (zoning change / rezoning), the Planning Commission and City Council shall review the proposed amendment*

considering the Comprehensive Plan, the general requirements of the Unified Development Code, and the following considerations:

1. The application is in accordance with the Comprehensive Plan and any official plan or program developed under the guidance of the Comprehensive Plan, and in particular the relationship of land uses within the proposed district and the relationship with uses existing or anticipated in surrounding districts.

   STAFF RESPONSE: The proposed rezoning is in accordance with the 2014 Comprehensive Plan which classifies the subject property as providing Neighborhoods with Distinct Destinations and Gathering Places. The existing adjacent uses are residential to the north and mixed-use to the south.

2. The application furthers the intent of the proposed zoning district and supports that of any abutting zoning districts.

   STAFF RESPONSE: The intent of the "PD" zoning district is to encourage innovative and unique developments. The site will contain four (4) planning areas which will allow a primary use and accessory uses to support the intent of each area. The "PD-MU" (Planned Development – Mixed Use) zoning district will support the adjacent uses by providing a distinct destination and gathering place for the adjacent residents which could evolve into a small commercial activity node.

3. The precedents that might result from approval or denial of the application, and the possible effects of such precedents on the character of the area, and in particular the building form, site design, and other development patterns and urban design aspects that accompany precedents for the proposed district.

   STAFF RESPONSE: Approval of the rezoning application would bring the site into compliance by having an appropriate city zoning district. Seeing as the proposal is unique, staff does not believe the approval of the rezoning will negatively impact adjacent sites. The PD Concept Plan and Standards have stated that the site will meet all landscaping and buffering requirements which staff believes will help mitigate concerns of residents to the north and west.

4. Compliance of any proposed development with the requirements of the UDC.

   STAFF RESPONSE: The subject property can be developed under the requirements of the UDC. The PD Standards specify building types as allowed by the Code and state that other general development standards will meet and/or exceed the UDC requirements.

5. The ability of the City or other government agencies to provide any services, facilities or programs that might be required if the application were approved.

   STAFF RESPONSE: City utilities and services will be able to serve the proposed development. Staff believes other utilities and services will be able to serve the proposed development as well (Public Water Sewer District #13 and Southern Jackson County Fire District).

6. The effect of approval on the condition or value of property in the City or in the vicinity, including the likelihood of surrounding areas to be developed in accordance with the Comprehensive Plan.

   STAFF RESPONSE: Staff believes approval of this rezoning will not negatively impact the condition or value of the property of surrounding areas or the ability to be developed in accordance with the Comprehensive Plan. Most of the site

and land uses are existing. The plan also includes additional retail and office space.

7. The requested zoning change is justified by a change in conditions since the existing zoning was designated or by an error in the current designation.
   STAFF RESPONSE: After annexation, a portion of the property was never rezoned from its County "AG" Zoning designation. Also, there are two existing zoning districts on the property with a PD Overlay. Rezoning is necessary to develop the property and bring it into compliance with the UDC.

8. The consistency of the application with other adopted policies of the City.
   STAFF RESPONSE: Staff believes this proposal is consistent with other adopted City policies.

9. The recommendations of professional staff.
   STAFF RESPONSE: Based on the review criteria above, staff recommends approval of this rezoning request.

PD CONCEPT PLAN ANALYSIS

A concept plan or general development plan is a conceptual or generalized development plan for the entire area included either under the rezoning area or a previously approved concept plan area that requires an amendment. The purpose of a concept plan or general development plan is to allow preliminary review of a proposed development plan before substantial technical work has been undertaken.

Planned Development Standards: All regulations not specified in the provided Planned Development Standards for the development shall conform to the requirements for each use or most compatible zoning district as outlined in the City of Blue Springs Unified Development Code in effect at the time of development.

This Planned Development shall create an area that integrates two or more land uses, such as commercial, office and retail, wholesale, and an outdoor entertainment area, with emphasis on strong pedestrian orientation and shared parking opportunities. The mixed-use district is intended to be made up of existing and new businesses including wholesale landscape, retail garden center, nursery, and restaurant with the addition of an office space, to be determined, and a park/amphitheater. The development is divided into four main planning areas as listed below.

Planning Area 1: Southwest Quadrant – Retail/General Business
Planning Area 2: Northwest Quadrant – Wholesale with Nursery/Plant & Material Storage Area
Planning Area 3: Northeast Quadrant – Office and Specialty Retail
Planning Area 4: Southeast Quadrant – Outdoor Entertainment and Park

Preservation: The 39.39 +/- acre property is approximately halfway developed. There are eight (8) existing buildings which are proposed to remain. The buffer along SE Wyatt Road may have to be removed due to the requirement of the 5-ft. wide ADA compliant sidewalk. The existing pond is proposed to remain and be incorporated into a greater stormwater management plan for the site.

Phasing: The development is comprised of four (4) planning areas. Planning Area 1 is almost complete along with Planning Area 2. The applicant is unsure if Planning Area 3 or Planning Area 4 will develop first. **The PD Final Plan / Site Plan Design Review will be required to be applied for and approved prior to completion and development of each Planning Area. The property will also need to be platted to allow for the issuance of building permits and building occupancy.**

Streets & Sidewalks: The site currently has two (2) existing access points onto SE Wyatt Road which are proposed to remain. The PD Concept Plan also shows a proposed access onto SE Adams Dairy Parkway. The applicant has not yet determined whether the proposed road from SE Adams Dairy Parkway will be public or private. **The PD Final Plan / Site Plan Design Review for Planning Area 3 will need to specify if the road is public or private and that will need to be reflected in the corresponding Plat.**

There is an existing 10-ft. wide multi-use path along SE Adams Dairy Parkway which is proposed to remain. There will be a 5-ft. wide ADA compliant sidewalk required along SE Wyatt Road.

Traffic: Any specific improvements shall be identified in the final plan submittal. **A Preliminary Traffic Impact Study is required to be submitted and reviewed by staff prior to approval by City Council.**

Stormwater: Any specific improvements shall be identified in the final plan submittal. **A Preliminary Stormwater Study is required to be submitted and reviewed by staff prior to approval by City Council.**

Sanitary Sewer: Any specific improvements shall be identified in the final plan submittal. **A Preliminary Sanitary Sewer Report is required to be submitted and reviewed by staff prior to approval by City Council.**

Land Use: The applicant's PD Standards have specified primary uses and accessory uses for each of the four (4) planning areas.

Planning Area 1, located at the southwest quadrant, is intended for retail/general business. The PD Standards specify a few land uses as permitted including but not limited to small commercial, indoor and outdoor sales, gardens, restaurants, events, and open air markets.

Planning Area 2, located at the northwest quadrant, is to be used for wholesale/commercial and general businesses. The permitted uses include storage and display of live plant materials, outdoor storage of non-living merchandise (i.e., pavers, stones, gravel, etc.), outdoor storage of machinery and equipment, etc.

Planning Area 3, located at the northeast quadrant, is designated for office and specialty retail. The applicant has stated that all uses allowed in the "GB" (General Business) and "SO" (Service Office) zoning districts in effect at the time of development will be permitted.

Planning Area 4, located at the southeast quadrant, is intended to be outdoor entertainment and recreation. The permitted uses include concerts, outdoor theatre, gardens and walking trails, sale of products, etc.

Staff believes the four (4) planning areas create a unique development that is still cohesive by incorporating a common theme to support a local business.

Building Typology: As part of the PD Concept Plan, the applicant has identified allowable building types in the requested planning areas.

Below are the Mixed-Use Building Type Standards for Planning Area 1.

Standard	Requirement
Frontage Width	N/A
Lot Area	N/A
Front Setback	0-ft. or more
Side Setback	5-ft. min.; 0-ft. where party wall used
Corner Side Setback	5-ft. min.
Rear Setback	10-ft. min.
Building Height	15-ft. to 45-ft.; 1 to 3 stories
Frontage Type	Enhanced street frontage; plaza frontage; courtyard; terrace
Design & Performance Standards	Transparency = 50% to 80% at street level; 30% to 50% on upper story. Primary entrance feature = 2 entrances from street. No more than 20 linear feet of blank facades along street frontage without transparency, entrances, or architectural ornamentation. Parking shall be designed so as to minimize the visual appearance of the parking area to the public right-of-way and shall meet the minimum standards of Section 407.010 except that shared parking for a mixed use development can occur for complementary uses such as parking for a use that has a peak parking demand during the daytime hours may share their spaces with a use that has a peak parking demand in evening hours, and these spaces can be counted towards the total parking requirement for each use separately. Building coverage = 90% maximum Non-residential design standards in Section **407.090** shall apply to all applications of this building type.

Below are the General Commercial Building Type Standards for Planning Area 2.

Standard	Requirement
Frontage Width	75-ft min.
Lot Area	N/A
Front Setback	0 feet to 10 feet when fronting on a designated activity street; in all other cases: 20 feet in NB district; 25 feet in SO and GB Districts
Side Setback	0 feet if party wall is used; in all other cases: 10 feet in NB and SO District; 20 feet minimum in GB and RC Districts

Rear Setback	25 feet minimum, except 0 feet minimum for alley-loaded lots
Building Height	45 feet maximum in NB district; 60 feet maximum in SO, GB, and SO Districts
Frontage Type	Buffer edge; on activity streets, 1 of the other eligible frontage types is required
Design & Performance Standards	Building coverage = 65% maximum Non-residential design standards in Section **407.090** shall apply to all applications of this building type.

For Planning Area 3, the applicant specified that all building types permitted in the "GB" (General Business) and "SO" (Service Office) zoning districts in effect at the time of development will be allowed. Currently, those building types include Small Commercial, General Commercial, Pad Site, and Small Industrial/Workshop.

Planning Area 4 is only proposed to have accessory buildings such as playhouses, gazebos, and incidental storage buildings. The applicant does not intend to have set building type standards for these structures. **Anything that requires a building permit will need to comply with the UDC regarding placement, height, etc.**

Parking: All parking will meet UDC requirements in terms of drive aisle widths and parking stall dimensions. The plan states that parking will be shared amongst all planning areas and there will be approximately 600 parking spaces throughout the development. The applicant has also stated they intend for the parking at Colonial Farms, to the south, to be shared with Colonial Gardens. **All parking dimensions and quantities will be denoted in the PD Final Plan/Site Plan Design Review for each planning area.**

Pedestrian Access: All internal pedestrian access will need to meet the UDC regarding the dimensions and the placement, including pedestrian access from the public sidewalk to the building entrances and sidewalk/striping connecting on-site parking to the building entrances. **The internal pedestrian access will be specified in the PD Final Plan/Site Plan Design Review for each planning area.**

Frontage & Landscaping: The applicant has stated that all landscaping will meet and/or exceed the requirements of the UDC. The table below outlines the landscaping requirements for the site.

Landscape Area	Required Units / PUs (plant units)
South buffer: Adj. to SE Wyatt Rd. (major collector) / Buffer B (15-ft. min.)	15-ft. min. required / 45 PUs/100-ft. (1,429' x 0.45) = **643 PUs**
East buffer: Adj. to SE Adams Dairy Parkway (arterial) / Buffer B (15-ft. min.)	15-ft. min. required / 45 PUs/100-ft. (1,204' x 0.45) = **541 PUs**
North buffer: Adj. to "SF-7" zoning / Buffer C (25-ft. min.) & 6-ft. tall privacy fence	25-ft. min. required / 60 PUs/100-ft. (1,423' x 0.60) = **854 PUs & 6-ft. tall privacy fence**
West buffer: Adj. to "TF" zoning / Buffer C (25-ft. min.) & 6-ft. tall privacy fence	25-ft. min. required / 60 PUs/100-ft. (1,213' x 0.60) = **728 PUs & 6-ft. tall privacy fence**
Parking lot landscaping:	2 PUs per uncovered space x 600 spaces = **1,200 PUs**
Open Space:	1 PU/500-sf. of lot area (1,715,828-sf.) = **3,431 PUs**
Total Plant Units:	**7,397 PUs**

A final landscaping plan will be required at the time of the PD Final Plan/Site Plan Design Review for each planning area. Staff is most concerned with ensuring an adequate buffer to the adjacent residential is provided. The PD Final Plan/Site Plan Design Review must provide a final landscaping plan that meets and/or exceeds the UDC requirements.

Outdoor Lighting: All outdoor lighting will be required to comply with the UDC as stated in the Planned Development Standards. **Lighting will be reviewed at the time of the PD Final Plan/Site Plan Design Review.**

Signage: Any proposed signage shall be permitted by an Administrative Sign Permit.

Review Criteria: *A Planned Development Concept Plan shall be reviewed according to the following criteria:*

1. The proposed PD District is compatible with present development in the area, and will not have a significant, adverse effect on the surrounding area.

   STAFF RESPONSE: The proposed PD District is currently surrounded by residentially developed land and many of the more intensive land uses are existing. The district is not expected to have a significant, adverse effect on the surrounding area.

2. The proposed PD District is consistent with the public health, safety and welfare, as well as efficiency and economy in the use of land and its resources.

   STAFF RESPONSE: The plan is consistent with the public health, safety, and welfare of the surrounding area.

3. The proposed PD District is consistent with the overall direction, intent and policies of the City's Comprehensive Plan.

   STAFF RESPONSE: The plan meets the goals of the Comprehensive Plan by creating distinct destinations within neighborhoods. The district is proposed to have multiple uses that interact with each other regarding goods and services provided.

4. The proposed PD District provides for a creative and innovative design which could not otherwise be achieved under the zoning regulations for the districts listed in Chapter 404.

   STAFF RESPONSE: The plan reflects a creative and innovative design and expected outcome that could not be achieved under the zoning regulations for the districts listed in the UDC.

5. The exceptions from the zoning regulations requested in the proposed PD are warranted by virtue of innovative design and amenities incorporated in the PD District.

   STAFF RESPONSE: The applicant is not requesting exceptions from the zoning regulations. The development will conform to the UDC for general development standards. The PD is to allow for a variety of uses on the property which could not be achieved with a single zoning district.

6. The PD District reflects generally accepted and sound planning and urban design principles with respect to applying the Comprehensive Plan and any specific plans to the area.

   STAFF RESPONSE: The plan reflects generally accepted and sound planning and urban design principles, specifically those outlined in the Comprehensive Plan as noted under previous review criteria.

7. The request for a PD District meets all the review criteria for a Zoning Map amendment.

   STAFF RESPONSE: The PD Concept Plan meets the minimum review criteria for a rezoning as noted in the staff report.

Approval of a Concept Plan shall constitute acceptance of the overall planning concepts and development parameters. An approved concept plan, including Planned Development Standards, shall be attached and included with the Ordinance establishing the PD District Zoning Map amendment and shall remain in place as long as the PD zoning remains on the property.

Staff Recommendation:

Staff recommends approval of the Planned Development Concept Plan application with the following conditions:

1. Approval based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC, unless specifically stated in the Planned Development.
2. A PD Final Plan/Site Plan Design Review is required for all four (4) planning areas and must include the following:
   a. All parking dimensions and drive aisle widths must be provided along with a parking count.
   b. All internal pedestrian accesses must be dimensioned and comply with the UDC.
   c. A final landscaping plan must be provided, and all buffers must meet and/or exceed the requirements of the UDC.
   d. A photometric plan along with details for the light fixtures must be provided and comply with the UDC.
3. Prior to City Council approved the following must be submitted and reviewed by staff:
   a. A Preliminary Traffic Impact Study.
   b. A Preliminary Stormwater Management Study.
   c. A Preliminary Sanitary Sewer Report.
4. The PD Final Plan/Site Plan Design Review, Preliminary Plat, and Final Plat are required to be approved prior to any future development.
5. The Final Plat must be recorded at Jackson County prior to issuance of any building permits.



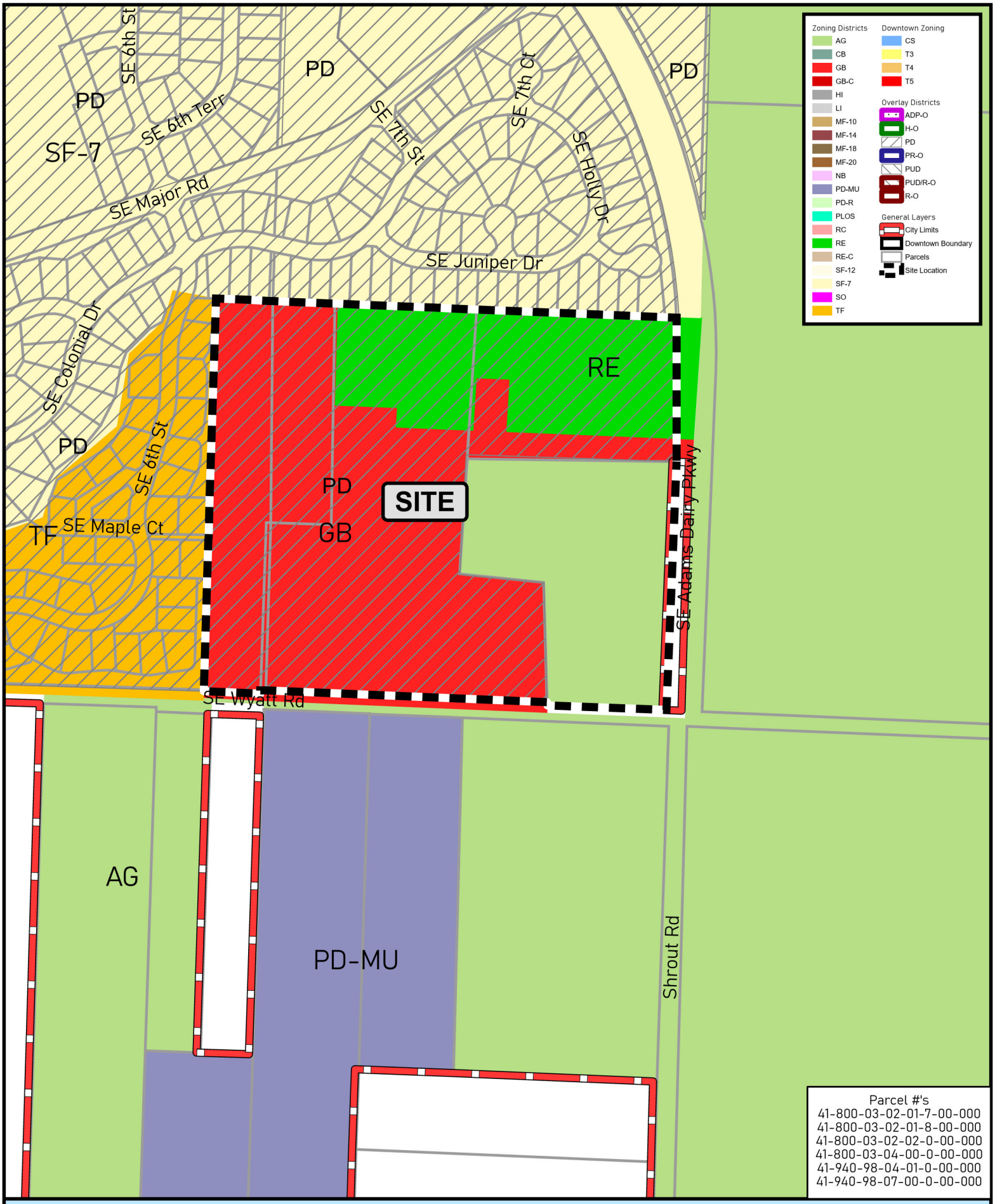
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41-800-03-04-00-0-00-000
41-940-98-04-01-0-00-000
41-940-98-07-00-0-00-000

The City of Blue Springs Missouri

RZ-10-23-8942
PDC-10-23-8943
COLONIAL GARDENS
AERIAL LOCATION MAP

N

1 inch = 500 feet
Date: 11/7/2023



Parcel #'s
41-800-03-02-01-7-00-000
41-800-03-02-01-8-00-000
41-800-03-02-02-0-00-000
41-800-03-04-00-0-00-000
41-940-98-04-01-0-00-000
41-940-98-07-00-0-00-000

The City of Blue Springs Missouri

RZ-10-23-8942
PDC-10-23-8943
COLONIAL GARDENS
SITE LOCATION MAP

N

1 inch = 375 feet

Date: 11/7/2023

Narrative for Rezoning North Property.

Colonial Gardens at 27610 E Wyatt Road, and the entire 38 acres that is owned by Colonial Development on the North side of Wyatt Road is asking to be rezoned to commercial mix use. Currently only about 8 acres of the property are zoned and used as commercial real estate for both the retail and wholesale nursery business.

Growth plans over the next years include adding in retail rental space along the south east side of the property, adding a wellness plaza to the northeast corner of the property, moving wholesale to the northwest corner of the property, adding an outdoor amphitheater to the east side of the property, and a walkable cut flower field on the south east side.

To accommodate this growth and expansion, an entrance is being requested to enter the east side of the property form Adam's Dairy Pkwy and a pedestrian underpass on the east end of Wyatt Road.

Along with this rezoning request, we are asking for a Community Improvement District to be added to this property.

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COLONIAL GARDENS PLANNED DEVELOPMENT

LAND USE STANDARDS

All regulations not specified in these Planned Development Standards for the development shall conform to the requirements for each use or most compatible zoning district as outlined in the City of Blue Springs Development Code in effect at the time of development.

Statement of Intent. This Planned Development shall create an area that integrates two or more land uses, such as commercial office and retail, wholesale, and outdoor concert venue, with an emphasis on strong pedestrian orientation and shared parking opportunities. This mixed-use district is intended to be a multi-use district made up of existing and new businesses including wholesale landscape, retail garden center, nursery and restaurant with the addition of an office space to be determined and park/amphitheater. This development is divided into four main zones. Designated in more detail on the attached visual.

Planning Area 1 – SW quadrant: Retail or general business

Planning Area 2 – NW quadrant: Wholesale with nursery/plant & material storage area

Planning Area 3 – NE quadrant: Office and Specialty Retail

Planning Area 4 – SE quadrant: Outdoor entertainment and park

Planning Area 1 – Retail and General Business

1. Permitted Uses – Retail / General Business
    a. Small Commercial
    b. Retail – to include both indoor and outdoor sales, displays and signage
    c. Agriculture-as relates to the growing of fruit and vegetable crops and production of greenhouse and nursery materials for on site sale.
    d. Gardens
    e. Restaurant – shall include bakeries, butchers, farmers market and other food related retail business.
    f. Outdoor dining and seating areas
    g. Events – allowing for congregation of public for events including but not limited to small concerts, dinners, classes, workshops, meetings, civic uses, summer camps.
    h. Outside storage and display
        i. Shall follow setback requirements as outlined in this PD.
    i. Playhouses, patios, cabanas, porches, gazebos, stage and incidental storage buildings, provided that such buildings shall not cover more than ten percent of the total lot area. Storage buildings that have been converted from a wheeled trailer, a portable storage container or a roll-off trash container.
    j. Greenhouse, high tunnels, low tunnels and similar structures
    k. Open air market

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l. Mixed Use

2. Mixed Use Building Standards

Mixed-Use Building		
Lot Size	Frontage width	N/A
	Area	N/A
Setbacks	Front	0 feet or more
	Side	5 feet minimum; 0 feet where party wall used
	Corner side	5 feet minimum
	Rear	10 feet minimum
Height		15 feet to 45 feet; 1 to 3 stories
Frontage Type		Enhanced street front; plaza frontage; courtyard; terrace
Design and Performance Standards		Transparency = 50% to 80% at street level; 30% to 50% on upper story Primary entrance feature = 2 entrances from street No more than 20 linear feet of blank facades along street frontage without transparency, entrances, or architectural ornamentation. Building coverage = 90% maximum Parking shall be designed so as to minimize the visual appearance of the parking area to the public right-of-way and shall meet the minimum standards of Section **407.010** except that shared parking for a mixed use development can occur for complementary uses such as parking for a use that has a peak parking demand during the daytime hours may share their spaces with a use that has a peak parking demand in evening hours, and these spaces can be counted towards the total parking requirement for each use separately. Non-residential design standards in Section **407.090** shall apply to all applications of this building type.

Planning Area 2 -Wholesale/Commercial and General Business

1. Permitted Uses
    a. Storage and display of live plant materials including trees
    b. Covered storage and display of live plant materials including trees in greenhouse or hoop house style structures
    c. Outdoor storage and display of non-living merchandise including but not limited to stones, pavers, etc.
    d. Outdoor storage and display of items including but not limited to gravel, soil, mulch
        i. Not to exceed 15 feet in height unless contained by retaining walls/bins.
        ii. Bins and walls not to exceed 20 ft in height
    e. Outdoor storage of machinery and equipment
    f. Patios, cabanas, porches, gazebos, loading docks and incidental storage buildings, provided that such buildings shall not cover more than ten percent of the total lot area. Storage buildings that have been converted from a wheeled trailer, a portable storage container or a roll-off trash container.
    g. Greenhouses, high tunnels, low tunnels and similar structures
    h. Sale of products
    i. Equipment Rental
2. Accessory Uses
    a. Green Matter Storage – to accommodate the landowner and business use
        i. Will follow Section 405.050 Special Use Standards of Blue Springs UDC.
3. Commercial Building Standards

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Planning Area 3 – Office and Specialty Retail

General Commercial Building		
Lot Size	Frontage width	N/A
	Area	N/A
Setbacks	Front	10 feet minimum
	Side	10 feet minimum
	Corner side	10 feet minimum
	Rear	10 feet minimum
Height		60 feet maximum
Frontage Type		Buffer Edge: Live screening on neighboring residential
Design and Performance Standards		Building coverage = 65% maximum Non-residential design standards in Section **407.090** shall apply to all applications of this building type.

1. Permitted Uses: General Business & Service/Office – To serve as a Wellness Campus
    a. All Building types permitted in the General Business and Service/Office will be permitted in effect at the time of development.

Planning Area 4 – Outdoor Entertainment and Recreation

1. Permitted Uses
    a. Recreation and Entertainment, Outdoor – to include, but not limited to concerts, outdoor theatre, weddings, workshops, classes
    b. Gardens and walking trails
    c. Playhouses, patios, cabanas, porches, gazebos, stage and incidental storage buildings, provided that such buildings shall not cover more than ten percent of the total lot area. Storage buildings that have been converted from a wheeled trailer, a portable storage container or a roll-off trash container.
    d. Recreational and play facilities
    e. Events – including but not limited to circus or carnival
    f. Sale of Products

Parking

1. Parking for each planning area will follow city code
    a. Parking for the entire site is shared between planning areas

Landscape Standards

1. Landscaping of property will exceed the standards set by the city code.

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12/05/2023 1:11:00 PM

Wellness Campus
Overlooking Gardens
62,000 SF (1 & 2 Story)
235 Parking
3.75 Pkg / 1,000 SF

Wellness Buildings
Oriented around Green
Space and Outdoor
Plaza

Drainage / Re-circulating
Water Feature

Extend Gardens Across
Street to Connect
Wellness Campus to
Colonial Gardens

Crosswalks

Gardens

Amphitheater /
Central Lawn Events

Stage/ Weddings

Dock w/ Shade Structure

Cottonwood with
Seating

Paved Pathways

Flower Gardens

Re-circulating
Water Feature

Path Connection
Under Wyatt

100 Employee Parking

North Garden
Center Parking Lot
(75 Spaces)

West Retail Buildings
45,000 SF (Existing)
45,000 SF (New)
225 Parking
2.5/ 1,000 SF

Center Garden
Center Parking Lot
(155 Spaces)

Information Kiosk Display
Pull off / Diagonal Parking

Colonial Exit/
Check Out

Colonial Gardens
Main Entry

South Parking Lot
(+- 100 Spaces)

Wyatt Realigned with
gentle curves to slow
traffic along Colonial Gar-
dens frontage and expand
setback to existing
facilities on north side

Shrubs &
Perennials

Trees

+- 100 pkg

Dock

KAT Check In/Out

Mulch Sand
Gravel

+- 75 pkg

New
15,000

Stone
Yard

150 pkg

Existing

New
30,000

Existing
Garden
Center

Pergola /
Patio

Trees &
Shrubs

Garden

Bird
Habitat

Lath
House

Statuary/
Lath House

85 pkg

40,000
(2 ST)

150 pkg

8,500
(1 ST)

13,500
(1 ST)

44 pkg

Adams Dairy Parkway

SE Wyatt Rd

Planning Areas (North Side of Wyatt)

1 Planning Area 1 = +- 10.6 Acres:
Retail and General Business
Colonial Garden Center

2 Planning Area 2 = +- 11.5 Acres:
Wholesale with Nursery/Plant and Material Storage Area
KAT Nursery

3 Planning Area 3 = +- 7.4 Acres:
Office and Specialty Retail
Wellness Campus

4 Planning Area 4 = +- 10.6 Acres
Outdoor Entertainment and Park

N

0 100 200 300 400 500

Colonial Gardens / KAT Nursery

Conceptual Master Plan

10.26.23

Received
11/27/2023 10:38:58 AM

The City of Blue Springs Missouri

RZ-10-23-8942
PDC-10-23-8943

OFFICE USE ONLY – *Updated 10-13-2020*
CASE #:
PC MEETING: 12/11/2023
CC MEETING: 12/18/2023
BOA MEETING:
NEWSPAPER: 11/25/2023
NOTICE LETTERS: 11/22/2023
PLANNER: Adair Bright

Planning Application

903 W Main Street, Blue Springs, MO | 816-228-0207
developmentsubmittals@bluespringsgov.com

PROJECT LOCATION INFORMATION (*separate applications required if project boundaries differ*)

Colonial Gardens PD
Project Name

27610 E Wyatt Road Blue Springs MO 64014
Project Address (Parcel ID if No Address Assigned or Multiple Addresses)

Legal Description (attach as a separate page if too large)

Existing Zoning	Existing Land Use	Proposed Zoning	Proposed Land Use	Total Acreage	# of Proposed Lots
GB, AG, RE	Retail & Wholesale Nursery	Mixed Use PD	Mixed Use-See attached	40	3

APPLICATION (*check all that apply*)

LAND USE
- ☐ Conditional Use
- ☒ Rezoning
- ☐ General Development Plan

LAND SUBDIVISION
- ☐ Preliminary Plat
- ☐ Final Plat
- ☐ Administrative Plat

MASTER PLANS
- ☐ PD Concept Plan
- ☐ PD Final Plan
- ☐ PUD Concept Plan-Amended
- ☐ PUD Final Plan
- ☐ PRO Concept Plan-Amended
- ☐ PRO Final Plan
- ☐ Redevelopment Modification Plan

SITE DEVELOPMENT
- ☐ Appearance Review
- ☐ Site Plan/Design Review (SPDR)
- ☒ PD Final Plan / SPDR
- ☐ PUD Final Plan / SPDR
- ☐ Administrative SPDR

SIGNAGE
- ☐ Master Sign Plan
- ☐ Administrative Sign Plan
- ☐ Appeal for Minor Sign Adjustment

OTHERS
- ☐ Vacation
- ☐ Variance
- ☐ Alternative Dev. Standards

APPLICANT & PROPERTY OWNER INFORMATION

Name of Applicant	Company	Phone	Email Address
Tory Schwope	Colonial Gardens	913-208-5386	tory@dcaoutdoor.com

Address	City	State	Zip Code
12517 S Harris RD	Lee's Summit	MO	64086

I agree to allow the City of Blue Springs to copy and distribute all submitted project plans, materials, and information and post on the official City of Blue Springs web site as necessary for the project approval process, including public hearings. Furthermore, all submitted plans, materials, and information meet all UDC requirements unless specifically stated otherwise in an attached letter. Additionally, I agree that the Applicant and the Property Owner are jointly and severally liable to pay the City of Blue Springs all applicable fees and costs required for the project approval process.

X Tory Schwope — Applicant Signature — Date: 10/26/2023

Name of Property Owner	Phone	Email Address
Tory Schwope	913-208-5386	tory@dcaoutdoor.com

Address	City	State	Zip Code
12517 S Harris RD	Lee's Summit	MO	64086

I declare, under penalty of perjury, that in applying for this application, I am the owner of this property and that the statements herein and all information herewith submitted are, to the best of my knowledge and belief, true and correct. In the event of corporate ownership, all Directors, Officers, Stockholders of each Corporation owning more than five percent (5%) of any class of stock is listed in an attached letter. With the signing and submittal of this application, I authorize the City of Blue Springs to enter onto the subject property to collect data and other information in order to accurately prepare reports or other documentation for review by City Council, Boards & Commissions, and City Staff. Additionally, I agree that the Applicant and the Property Owner are jointly and severally liable to pay the City of Blue Springs all applicable fees and costs required for the project approval process.

X
Property Owner Signature — Date

Received
10/31/2023 2:15:06 PM

CONTACT INFORMATION SHEET

PROJECT LEAD

Name	Company Name		
Paul Abugattas	Colonial Gardens		
Address	**City**	**State**	**Zip**
27610 E Wyatt Rd	Blue Springs	MO	
Email	**Phone**	**Fax**	
Paul.a@colonialgardenskc.com	5712165242		

DEVELOPER

Name	Company Name		
Address	**City**	**State**	**Zip**
Email	**Phone**	**Fax**	

ENGINEER

Name	Company Name		
Address	**City**	**State**	**Zip**
Email	**Phone**	**Fax**	

ARCHITECT

Name	Company Name		
Address	**City**	**State**	**Zip**
Email	**Phone**	**Fax**	

SURVEYOR

Name	Company Name		
Address	**City**	**State**	**Zip**
Email	**Phone**	**Fax**	

LANDSCAPE ARCHITECT

Name	Company Name		
Address	**City**	**State**	**Zip**
Email	**Phone**	**Fax**	

ATTORNEY

Name	Company Name		
Michael Talboy, Bill Moore	Rouse Frets White Goss Gentile RHodes, P.C.		
Address	**City**	**State**	**Zip**
4510 Belleview Avenue, Suite 300	Kansas City	MO	64111
Email	**Phone**	**Fax**	
mtalboy@rousepc.com, bmoore@rousepc.com	913-387-1600	913-928-6739	

OTHER CONTACT

Name	Company Name		
Grace Ames	Colonial Gardens		
Address	**City**	**State**	**Zip**
27610 E Wyatt Rd	Blue Springs	MO	64014
Email	**Phone**	**Fax**	
grace.a@colonialgardenskc.com	417.655.4159		

Received
10/31/2023 2:15:07 PM

THE EXAMINER

AFFIDAVIT OF PUBLICATION

Notice ID: FcaoriNw5fXArFXvlfCW
Colonial Gardens

See Proof on Next Page

AFFIDAVIT OF PUBLICATION: #1692640

STATE OF MISSOURI, COUNTY OF JACKSON, SS:

Faythe King

I, Faythe King, of lawful age, being duly sworn upon oath, deposes and says that I am the Authorized Agent of Examiner, a publication that is a "legal newspaper" as that phrase is defined for the city of Indepenence, for the County of Jackson, in the state of Missouri, that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

Nov. 25, 2023

Faythe King
Authorized Agent

Leanne Kaufenberg
Notary, State of MN, County of Redwood
Commission expires January 31, 2025

Printer's Fee: $224.40

LEANNE JOY KAUFENBERG
Notary Public
State of Minnesota
My Commission Expires
January 31, 2025

PUBLIC NOTICE

Rezoning | RZ-10-23-8942

Planned Development Concept Plan | PDC-10-23-8943

"Colonial Gardens"

27610 SE Wyatt Road

Parcel # 41-800-03-02-01-7-00-000; 41-800-03-02-01-8-00-000; 41-800-03-02-02-0-00-000; 41-800-03-04-00-0-00-000; 41-940-98-04-01-0-00-000; 41-940-98-07-00-0-00-000

Notice is hereby given that a public hearing will be held by the Planning Commission of the City of Blue Springs on **Monday, December 11, 2023 at 6:30 p.m.** in the Council Chamber of the Howard L. Brown Public Safety Facility at 1100 SW Smith Street for the purpose of hearing interested parties and citizens on a request by the applicant, Tory Schwope, on behalf of the property owner, Colonial Gardens Development, LLC, to rezone property from "GB/PD" (General Business/ Planned Development), "RE/PD" (Residential Estate/Planned Development), and "AG - County" (Agriculture - County) to "PD – Mixed-Use" (Planned Development – Mixed-Use). The applicant is also requesting approval of a Planned Development (PD) Concept Plan to allow for four (4) planning areas including uses related to retail, wholesale nursery, office and specialty retail, and outdoor entertainment. The subject property is located north of Wyatt Road and West of SE Adams Dairy Parkway and includes six (6) parcels covering 39.39 +/- acres. Interested parties may view the application materials on file by contacting the Community Development Department via email at ComDevLegal@bluespringsgov.com or at City Hall at 903 W. Main Street, Blue Springs, MO.

The site is legally described as follows:

TRACT 1: All that part of the East One-Half (1/2) of Section 18, Township 48 North, Range 30 West, Sixth Principal Meridian and the West One- Half (1/2) of Section 17, Township 48 North, Range 30 West, all in Blue Springs, Jackson County, Missouri, described as follows: Commencing at the South East corner of Said Section 18; thence North 01 degree 42 minutes 21 seconds East along the East line of the Southeast quarter of said Section 18, a distance of 20.00 feet to a point on the North right-of-way line of Wyatt Road as now established said point being the Point of Beginning; thence North 88 degrees 09 minutes 53 seconds West along said North right-of- way line and parallel with the south line of said Southeast quarter, a distance of 176.53 feet to the East line of a tract of land to Sallee Homes Inc. as described as "Tract 1" in Warranty Deed Doc. No. 2013E0129296; thence North 01 degree 45 minutes 27 seconds East along the West line of said Tract 1 a distance of 1208.61 feet; thence South 87 degrees 38 minutes 54 seconds East along the South line of tract of land to Sallee Homes Inc. as described in Warranty Deed Doc. No. 2013E0128769 a distance of 1419.16 to a point on West right-of-way line of Adams Dairy Parkway as now established; thence along said West right-of-way line along a curve to the right having an initial tangent bearing of South 02 degrees 29 minutes 08 seconds East a radius of 1924.48 feet, a distance of 163.98 feet; thence South 02 degrees 29 minutes 17 seconds West A distance of 271.87 feet to the north line of a tract of land to Alan L. Dugan and Linda L. Dugan as described in Warranty Deed Doc. No. 200I10051429 (Dugan Tract); the following 4 courses are along the boundary lines of the (Dugan tract); thence North 87 degrees 39 minutes 43 seconds West a distance of 634.49 feet; thence South 03 degrees 46 minutes 59 seconds West a distance of 371.76 feet (deed reads 371.71 feet); thence South 85 degrees 10 minutes 24 seconds East a distance of 261.12 feet (deed reads 261.36 feet); thence South 00 degrees 24 minutes 22 seconds East a distance of 388.52 feet to a point on the North right-of-way line of Wyatt Road; thence North 87 degrees 39 minutes 28 seconds West along said North right- of-way line a distance of 872.40 feet (deed reads 873.16 feet) to the Point of Beginning TRACT 2: The West 330 feet of the Northwest Quarter of Section 20, Township 48, Range 30, in Jackson County, Missouri, except that part in Wyatt Road.

AND

A tract of land situated in the Southwest Quarter of Section 17, Township 48 North, Range 30 West, Blue Springs, Jackson County, Missouri, being more particularly described as follows:

COMMENCING at Southwest Corner of said Southwest Quarter; thence along the South line of said Southwest Quarter, South 87 ° 39'24" East, a distance of 872.51 feet; thence North 02 ° 20'36" East a distance of 20.00 feet to the North right-of-way line of East Wyatt Road as now established and the POINT OF BEGINNING; thence North 00 ° 24'45" West along the Southernmost East line and its Southernly prolongation, of Lot 1, COLONIAL GARDENS 1 ST PLAT, a subdivision in said City, County and State a distance of 388.53 feet to an angle point in said East line; thence North 85 ° 10'20" West along said East line a distance of 261.42 feet to an angle point in said East line; thence North 03 ° 47'03" East along said East line a distance of 371.76 feet; thence departing said East line, South 87 ° 40'16" East a distance of 635.48 feet to the West right-of-way line of Southeast Adams Dairy Parkway as now established; thence along said West right-of-way line, South 02 ° 17'18" West, a distance of 771.21 feet to the North right-of-way line of said East Wyatt Road; thence along said North right-of-way line, North 87 ° 39'24" West a distance of 365.75 feet to the POINT OF BEGINNING.

CITY OF BLUE SPRINGS

Planning Commission

By: Adair Bright, Senior Planner

The City Council of the City of Blue Springs will also hold a public hearing on the above noted Rezoning / RZ-10-23-8942 and PD Concept Plan / PDC-10-23-8943 on **Monday, December 18, 2023, at 6:00 p.m.** in the Council Chamber of the Howard L. Brown Public Safety Facility to consider the application and the recommendation of the Planning Commission.

CITY OF BLUE SPRINGS

City Council

Published in the Examiner, Nov 25, 2023

1692640

PUBLIC NOTICE

Rezoning | RZ-10-23-8942
Planned Development Concept Plan | PDC-10-23-8943
"Colonial Gardens"
27610 SE Wyatt Road
Parcel # 41-800-03-02-01-7-00-000; 41-800-03-02-01-8-00-000; 41-800-03-02-02-0-00-000; 41-800-03-04-00-0-00-000; 41-940-98-04-01-0-00-000; 41-940-98-07-00-0-00-000

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distance of 271.87 feet to the north line of a tract of land to Alan L. Dugan and Linda L. Dugan as described in Warranty Deed Doc. No. 2001I0051429 (Dugan Tract); the following 4 courses are along the boundary lines of the (Dugan tract); thence North 87 degrees 39 minutes 43 seconds West a distance of 634.49 feet; thence South 03 degrees 46 minutes 59 seconds West a distance of 371.76 feet (deed reads 371.71 feet); thence South 85 degrees 10 minutes 24 seconds East a distance of 261.12 feet (deed reads 261.36 feet); thence South 00 degrees 24 minutes 22 seconds East a distance of 388.52 feet to a point on the North right-of-way line of Wyatt Road; thence North 87 degrees 39 minutes 28 seconds West along said North right- of-way line a distance of 872.40 feet (deed reads 873.16 feet) to the Point of Beginning TRACT 2: The West 330 feet of the Northwest Quarter of Section 20, Township 48, Range 30, in Jackson County, Missouri, except that part in Wyatt Road.

AND

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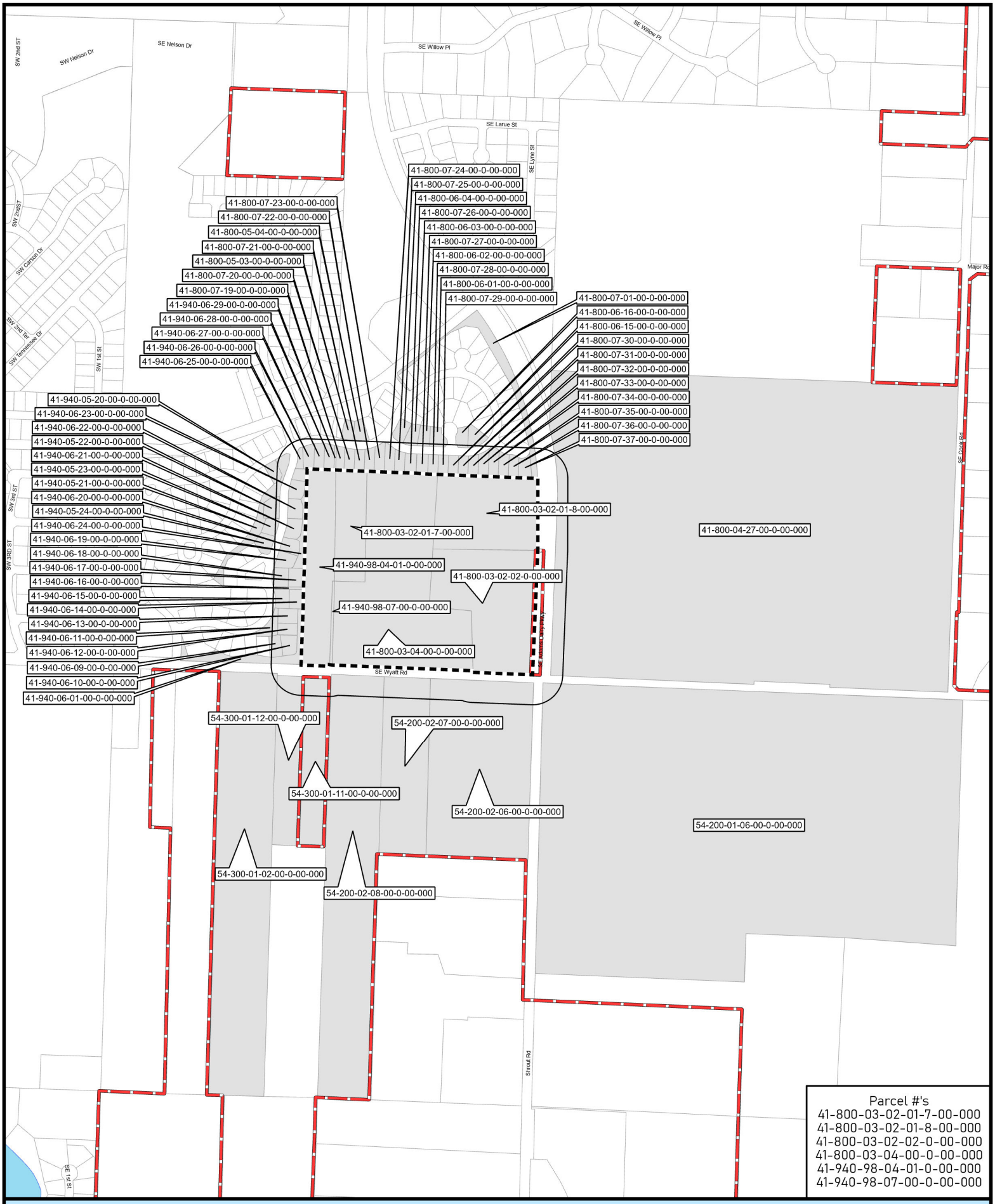
COMMENCING at Southwest Corner of said Southwest Quarter; thence along the South line of said Southwest Quarter, South 87°39'24" East, a distance of 872.51 feet; thence North 02°20'36" East a distance of 20.00 feet to the North right-of-way line of East Wyatt Road as now established and the POINT OF BEGINNING; thence North 00°24'45" West along the Southernmost East line and its Southernly prolongation, of Lot 1, COLONIAL GARDENS 1ST PLAT, a subdivision in said City, County and State a distance of 388.53 feet to an angle point in said East line; thence North 85°10'20" West along said East line a distance of 261.42 feet to an angle point in said East line; thence North 03°47'03" East along said East line a distance of 371.76 feet; thence departing said East line, South 87°40'16" East a distance of 635.48 feet to the West right-of-way line of Southeast Adams Dairy Parkway as now established; thence along said West right-of-way line, South 02°17'18" West, a distance of 771.21 feet to the North right-of-way line of said East Wyatt Road; thence along said North right-of-way line, North 87°39'24" West a distance of 365.75 feet to the POINT OF BEGINNING.

CITY OF BLUE SPRINGS
Planning Commission
By: Adair Bright, Senior Planner

The City Council of the City of Blue Springs will also hold a public hearing on the above noted Rezoning / RZ-10-23-8942 and PD Concept Plan / PDC-10-23-8943 on **Monday, December 18, 2023, at 6:00 p.m.** in the Council Chamber of the Howard L. Brown Public Safety Facility to consider the application and the recommendation of the Planning Commission.

CITY OF BLUE SPRINGS
City Council

PUBLISH: Saturday, November 25, 2023
E-MAIL TO THE EXAMINER: legals@examiner.net
11/17/2023



Parcel #'s
41-800-03-02-01-7-00-000
41-800-03-02-01-8-00-000
41-800-03-02-02-0-00-000
41-800-03-04-00-0-00-000
41-940-98-04-01-0-00-000
41-940-98-07-00-0-00-000

The City of Blue Springs Missouri

RZ-10-23-8942
PDC-10-23-8943
COLONIAL GARDENS
185' NOTIFICATION MAP

N

1 inch = 750 feet
Date: 11/7/2023

Parcel ID	Situs Address	Situs City	Situs State	Situs ZipCode	Owner	Owner Address
41-800-04-27-00-0-00-000	28000 SE WYATT RD	BLUE SPRINGS	MO	64014	CHAPMAN LLOYD A & PATRICIA J-TRUSTEES	28000 SE WYATT RD BLUE SPRINGS, MO 64014
41-800-06-01-00-0-00-000	713 SE JUNIPER DR	BLUE SPRINGS	MO	64014	JONES MARTIN J III & CHELSI MOCK	713 SE JUNIPER DR BLUE SPRINGS, MO 64014
41-940-05-22-00-0-00-000	8107 SE 6TH ST	BLUE SPRINGS	MO	64014	COLONIAL HIGHLANDS LLC | COLONIAL HIGHLANDS 2 LLC	405 E ESPLANADA DR FL 3 OXNARD, CA 93036 | 405 E ESPLANADA DR FL 3 OXNARD, CA 93036
54-200-02-06-00-0-00-000	27711 E WYATT RD	BLUE SPRINGS	MO	64029	HAWES JAMES T	27711 E WYATT RD BLUE SPRINGS, MO 64014
41-800-06-03-00-0-00-000	705 SE JUNIPER DR	BLUE SPRINGS	MO	64014	MORRISON CARRIE LYNN & KYLE	705 SE JUNIPER DR BLUE SPRINGS, MO 64014
41-800-07-21-00-0-00-000	622 SE COLONIAL DR	BLUE SPRINGS	MO	64014	PALMER JESSICA | CARTER VINCENT	622 SE COLONIAL DR BLUE SPRINGS, MO 64014 | 622 SE COLONIAL DR BLUE SPRINGS, MO 64014
41-800-03-04-00-0-00-000	27610 SE WYATT RD	BLUE SPRINGS	MO	64014	COLONIAL GARDENS DEVELOPMENT LLC	5609 N BLUE VALLEY RD INDEPENDENCE, MO 64014
41-940-06-14-00-0-00-000	8220 SE 6TH ST	BLUE SPRINGS	MO	64014	COLONIAL HIGHLANDS LLC | COLONIAL HIGHLANDS 2 LLC	405 E ESPLANADA DR FL 3 OXNARD, CA 93036 | 405 E ESPLANADA DR FL 3 OXNARD, CA 93036
54-200-02-08-00-0-00-000	27649 SE WYATT RD	BLUE SPRINGS	MO	64014	COLONIAL GARDENS DEVELOPMENT LLC	5609 N BLUE VALLEY RD INDEPENDENCE, MO 64014
41-800-07-01-00-0-00-000	700 SE MAJOR RD	BLUE SPRINGS	MO	64014	COLONIAL HIGHLANDS HOMES ASSOCIATION INC	3730 NE TROON DR LEES SUMMIT, MO 64064
41-800-07-31-00-0-00-000	728 SE JUNIPER DR	BLUE SPRINGS	MO	64014	OCONNOR AUSTIN & CAITLYN	728 SE JUNIPER DR BLUE SPRINGS, MO 64014
41-800-07-34-00-0-00-000	800 SE HOLLY CT	BLUE SPRINGS	MO	64014	SCHOTTE BRIAN W & KELLEY R	800 SE HOLLY CT BLUE SPRINGS, MO 64014
41-800-03-02-01-8-00-000	NO ADDRESS ASSIGNED BY CITY	BLUE SPRINGS	MO	64014	COLONIAL GARDENS DEVELOPMENT LLC	5609 N BLUE VALLEY RD INDEPENDENCE, MO 64014
41-800-07-24-00-0-00-000	700 SE JUNIPER DR	BLUE SPRINGS	MO	64014	GARZA LEADNRO H JR & DEBORAH S	700 SE JUNIPER DR BLUE SPRINGS, MO 64014
41-800-07-30-00-0-00-000	724 SE JUNIPER DR	BLUE SPRINGS	MO	64014	GALLOWAY ZACHARY C & LARSON HANNAH E	724 SE JUNIPER DR BLUE SPRINGS, MO 64015
54-200-01-06-00-0-00-000	27801 SE WYATT RD	BLUE SPRINGS	MO	64029	CHAPMAN LLOYD A & PATRICIA J - TRUSTEES	28000 SE WYATT RD BLUE SPRINGS, MO 64014
41-940-06-23-00-0-00-000	8102 SE 6TH ST	BLUE SPRINGS	MO	64014	COLONIAL HIGHLANDS LLC | COLONIAL HIGHLANDS 2 LLC	405 E ESPLANADA DR FL 3 OXNARD, CA 93036 | 405 E ESPLANADA DR FL 3 OXNARD, CA 93036
54-300-01-11-00-0-00-000	27511 E WYATT RD	UNINCORPORATED	MO	64014	FOXX JOSHUA & AMBER	27511 E WYATT RD BLUE SPRINGS, MO 64014
41-800-07-22-00-0-00-000	626 SE COLONIAL DR	BLUE SPRINGS	MO	64014	WALTERS IAN CHRISTIAN | THOMPSON SAMANTHA ANN	626 SE COLONIAL DR BLUE SPRINGS, MO 64014 | 626 SE COLONIAL DR BLUE SPRINGS, MO 64014
41-940-06-01-00-0-00-000	8230 SE 5TH ST	BLUE SPRINGS	MO	64014	COLONIAL HIGHLANDS HOMES ASSOCIATION INC	3730 NE TROON DR LEES SUMMIT, MO 64064
41-800-07-33-00-0-00-000	736 SE JUNIPER DR	BLUE SPRINGS	MO	64014	HUEBNER PHILLIP & AIMEE	736 SE JUNIPER DR BLUE SPRINGS, MO 64014
41-800-07-36-00-0-00-000	808 SE HOLLY CT	BLUE SPRINGS	MO	64014	NUNEZ REBECCA L	808 SE HOLLY CT BLUE SPRINGS, MO 64014
41-800-07-35-00-0-00-000	804 SE HOLLY CT	BLUE SPRINGS	MO	64014	ELEVATE DESIGN + BUILD LLC	350 SW LONGVIEW BLVD LEES SUMMIT, MO 64081
41-800-07-28-00-0-00-000	716 SE JUNIPER DR	BLUE SPRINGS	MO	64014	MADSEN JOHN E & KAREN L	716 SE JUNIPER DR BLUE SPRINGS, MO 64014
41-940-06-16-00-0-00-000	8210 SE 6TH ST	BLUE SPRINGS	MO	64014	COLONIAL HIGHLANDS HOMES ASSOCIATION INC	3730 NE TROON DR LEES SUMMIT, MO 64064
41-800-07-37-00-0-00-000	812 SE HOLLY CT	BLUE SPRINGS	MO	64014	ALLEN TAYLOR & KARLA	812 SE HOLLY CT BLUE SPRINGS, MO 64014
54-200-02-07-00-0-00-000	27707 E WYATT RD	BLUE SPRINGS	MO	64029	SCHWOPE BETH	27707 E WYATT RD BLUE SPRINGS, MO 64014
41-940-06-18-00-0-00-000	8200 SE 6TH ST	BLUE SPRINGS	MO	64014	COLONIAL HIGHLANDS LLC | COLONIAL HIGHLANDS 2 LLC	405 E ESPLANADA DR FL 3 OXNARD, CA 93036 | 405 E ESPLANADA DR FL 3 OXNARD, CA 93036
41-800-07-20-00-0-00-000	618 SE COLONIAL DR	BLUE SPRINGS	MO	64014	HERDER DEBRA	618 SE COLONIAL DR BLUE SPRINGS, MO 64014
41-940-05-20-00-0-00-000	552 SE COLONIAL DR	BLUE SPRINGS	MO	64014	BUNGART DAVID W & LINDA K	552 SE COLONIAL DR BLUE SPRINGS, MO 64014
41-940-06-29-00-0-00-000	NO ADDRESS ASSIGNED BY CITY	BLUE SPRINGS	MO	64014	SHORT MATTHEW T	614 SE COLONIAL DR BLUE SPRINGS, MO 64014
41-800-05-03-00-0-00-000	617 SE COLONIAL DR	BLUE SPRINGS	MO	64014	KOOSER JAYSON NEIL	617 SE COLONIAL DR BLUE SPRINGS, MO 64014
41-800-03-02-02-0-00-000	27800 E WYATT RD	UNINCORPORATED	MO	64014	COLONIAL GARDENS DEVELOPMENT LLC	5609 N BLUE VALLEY RD INDEPENDENCE, MO 64014
41-800-07-27-00-0-00-000	712 SE JUNIPER DR	BLUE SPRINGS	MO	64014	LOWRY LARRY & JESSICA D	712 SE JUNIPER DR BLUE SPRINGS, MO 64014
41-940-06-25-00-0-00-000	600 SE COLONIAL DR	BLUE SPRINGS	MO	64014	COLONIAL HIGHLANDS HOMES ASSOCIATION INC	3730 NE TROON DR LEES SUMMIT, MO 64064
41-940-06-26-00-0-00-000	602 SE COLONIAL DR	BLUE SPRINGS	MO	64014	BESSMER CHRISTOPHER T & LINDSAY E	602 SE COLONIAL DR BLUE SPRINGS, MO 64014
41-800-06-02-00-0-00-000	709 SE JUNIPER DR	BLUE SPRINGS	MO	64014	HOFFMAN CLAYTON C & BRITTNEY K M	709 SE JUNIPER DR BLUE SPRINGS, MO 64014
41-800-06-16-00-0-00-000	729 SE JUNIPER DR	BLUE SPRINGS	MO	64014	HATCH KALANTHA	729 SE JUNIPER DR BLUE SPRINGS, MO 64014
54-300-01-02-00-0-00-000	27409 E WYATT RD	BLUE SPRINGS	MO	64014	JOLLY PENNY SUE	27409 E WYATT RD BLUE SPRINGS, MO 64014
41-800-07-19-00-0-00-000	614 SE COLONIAL DR	BLUE SPRINGS	MO	64014	SHORT MATTHEW T	614 SE COLONIAL DR BLUE SPRINGS, MO 64014
41-940-06-13-00-0-00-000	8226 SE 6TH ST	BLUE SPRINGS	MO	64014	COLONIAL HIGHLANDS LLC | COLONIAL HIGHLANDS 2 LLC	405 E ESPLANADA DR FL 3 OXNARD, CA 93036 | 405 E ESPLANADA DR FL 3 OXNARD, CA 93036
41-800-06-04-00-0-00-000	701 SE JUNIPER DR	BLUE SPRINGS	MO	64014	CAHOW ALEXANDER JOSEPH & STOKES BRITTANY NICOLE	701 SE JUNIPER DR BLUE SPRINGS, MO 64014
41-940-06-19-00-0-00-000	8126 SE 6TH ST	BLUE SPRINGS	MO	64014	COLONIAL HIGHLANDS LLC | COLONIAL HIGHLANDS 2 LLC	405 E ESPLANADA DR FL 3 OXNARD, CA 93036 | 405 E ESPLANADA DR FL 3 OXNARD, CA 93036
41-800-07-32-00-0-00-000	732 SE JUNIPER DR	BLUE SPRINGS	MO	64014	MARTIN COREY & DANIELLE	732 SE JUNIPER DR BLUE SPRINGS, MO 64014
41-940-06-10-00-0-00-000	550 SE MAPLE DR	BLUE SPRINGS	MO	64014	COLONIAL HIGHLANDS LLC | COLONIAL HIGHLANDS 2 LLC	405 E ESPLANADA DR FL 3 OXNARD, CA 93036 | 405 E ESPLANADA DR FL 3 OXNARD, CA 93036
41-940-06-28-00-0-00-000	610 SE COLONIAL DR	BLUE SPRINGS	MO	64014	BEAULIEU SEAN M & KRISTINA M	610 SE COLONIAL DR BLUE SPRINGS, MO 64014
41-800-07-25-00-0-00-000	704 SE JUNIPER DR	BLUE SPRINGS	MO	64014	SEUBERT JOHN & LONNICE	704 SE JUNIPER DR BLUE SPRINGS, MO 64014
41-800-05-04-00-0-00-000	621 SE COLONIAL DR	BLUE SPRINGS	MO	64014	LINDSEY CHADWICK S | JONES KASSEY R	621 SE COLONIAL DR BLUE SPRINGS, MO 64014 | 621 SE COLONIAL DR BLUE SPRINGS, MO 64014
41-800-07-29-00-0-00-000	720 SE JUNIPER DR	BLUE SPRINGS	MO	64014	HUTCHINSON DUDLEY & GLENN TRUST 08/21/1989	720 SE JUNIPER DR BLUE SPRINGS, MO 64014
41-940-06-11-00-0-00-000	560 SE MAPLE DR	BLUE SPRINGS	MO	64014	CONWAY COLLEEN | COLONIAL HIGHLANDS HOMES ASSOCIATION INC	405 E ESPLANADA DR FL 3 OXNARD, CA 93036 | 3730 NE TROON DR LEES SUMMIT, MO 64064
41-940-06-27-00-0-00-000	606 SE COLONIAL DR	BLUE SPRINGS	MO	64014	KASIK NICHOLAS & NICOLE	606 SE COLONIAL DR BLUE SPRINGS, MO 64014
54-300-01-12-00-0-00-000	27505 E WYATT RD	BLUE SPRINGS	MO	64014	PLATZ WAYNE A & MARY J	27505 W WYATT RD BLUE SPRINGS, MO 64014
41-940-06-20-00-0-00-000	8120 SE 6TH ST	BLUE SPRINGS	MO	64014	COLONIAL HIGHLANDS LLC | COLONIAL HIGHLANDS 2 LLC	405 E ESPLANADA DR FL 3 OXNARD, CA 93036 | 405 E ESPLANADA DR FL 3 OXNARD, CA 93036
41-940-05-24-00-0-00-000	8119 SE 6TH ST	BLUE SPRINGS	MO	64014	COLONIAL HIGHLANDS LLC | COLONIAL HIGHLANDS 2 LLC	405 E ESPLANADA DR FL 3 OXNARD, CA 93036 | 405 E ESPLANADA DR FL 3 OXNARD, CA 93036
41-800-03-02-01-7-00-000	NO ADDRESS ASSIGNED BY CITY	BLUE SPRINGS	MO	64014	COLONIAL GARDENS DEVELOPMENT LLC	5609 N BLUE VALLEY RD INDEPENDENCE, MO 64014
41-940-98-04-01-0-00-000	NO ADDRESS ASSIGNED BY CITY	BLUE SPRINGS	MO	64014	COLONIAL GARDENS DEVELOPMENT LLC	5609 N BLUE VALLEY RD INDEPENDENCE, MO 64014
41-940-06-22-00-0-00-000	8108 SE 6TH ST	BLUE SPRINGS	MO	64014	COLONIAL HIGHLANDS LLC | COLONIAL HIGHLANDS 2 LLC	405 E ESPLANADA DR FL 3 OXNARD, CA 93036 | 405 E ESPLANADA DR FL 3 OXNARD, CA 93036
41-800-06-15-00-0-00-000	733 SE JUNIPER DR	BLUE SPRINGS	MO	64014	BATEMAN BO	733 SE JUNIPER DR BLUE SPRINGS, MO 64014
41-800-07-26-00-0-00-000	708 SE JUNIPER DR	BLUE SPRINGS	MO	64014	TOBIN MARK JR | LESAN LUDMILA	708 SE JUNIPER DR BLUE SPRINGS, MO 64014 | 708 SE JUNIPER DR BLUE SPRINGS, MO 64014
41-800-07-23-00-0-00-000	630 SE COLONIAL DR	BLUE SPRINGS	MO	64014	RAWASHDEH MOHAMMAD Y & ALSHNAIQAT SARAH	630 SE COLONIAL DR BLUE SPRINGS, MO 64014
41-940-98-07-00-0-00-000	NO ADDRESS ASSIGNED BY CITY	BLUE SPRINGS	MO	64014	COLONIAL GARDENS DEVELOPMENT LLC	5609 N BLUE VALLEY RD INDEPENDENCE, MO 64014
41-940-05-21-00-0-00-000	8101 SE 6TH ST	BLUE SPRINGS	MO	64014	COLONIAL HIGHLANDS HOMES ASSOCIATION INC	3730 NE TROON DR LEES SUMMIT, MO 64064
41-940-05-23-00-0-00-000	8113 SE 6TH ST	BLUE SPRINGS	MO	64014	COLONIAL HIGHLANDS LLC | COLONIAL HIGHLANDS 2 LLC	405 E ESPLANADA DR FL 3 OXNARD, CA 93036 | 405 E ESPLANADA DR FL 3 OXNARD, CA 93036
41-940-06-12-00-0-00-000	8230 SE 6TH ST	BLUE SPRINGS	MO	64014	COLONIAL HIGHLANDS LLC | COLONIAL HIGHLANDS 2 LLC	405 E ESPLANADA DR FL 3 OXNARD, CA 93036 | 405 E ESPLANADA DR FL 3 OXNARD, CA 93036
41-940-06-09-00-0-00-000	542 SE MAPLE DR	BLUE SPRINGS	MO	64014	COLONIAL HIGHLANDS LLC | COLONIAL HIGHLANDS 2 LLC	405 E ESPLANADA DR FL 3 OXNARD, CA 93036 | 405 E ESPLANADA DR FL 3 OXNARD, CA 93036
41-940-06-17-00-0-00-000	8208 SE 6TH ST	BLUE SPRINGS	MO	64014	COLONIAL HIGHLANDS LLC | COLONIAL HIGHLANDS 2 LLC	405 E ESPLANADA DR FL 3 OXNARD, CA 93036 | 405 E ESPLANADA DR FL 3 OXNARD, CA 93036
41-940-06-24-00-0-00-000	8100 SE 6TH ST	BLUE SPRINGS	MO	64014	COLONIAL HIGHLANDS HOMES ASSOCIATION INC	3730 NE TROON DR LEES SUMMIT, MO 64064

41-940-06-15-00-0-00-000	8212 SE 6TH ST	BLUE SPRINGS	MO	64014	COLONIAL HIGHLANDS LLC | COLONIAL HIGHLANDS 2 LLC	405 E ESPLANADA DR FL 3 OXNARD, CA 93036 | 405 E ESPLANADA DR FL 3 OXNARD, CA 93036
41-940-06-21-00-0-00-000	8114 SE 6TH ST	BLUE SPRINGS	MO	64014	COLONIAL HIGHLANDS LLC | COLONIAL HIGHLANDS 2 LLC	405 E ESPLANADA DR FL 3 OXNARD, CA 93036 | 405 E ESPLANADA DR FL 3 OXNARD, CA 93036

Blue Springs, Missouri
Community Development

November 27, 2023

Ref: Public Hearing: Rezoning | RZ-10-23-8942
Planned Development Concept Plan | PDC-10-23-8943
"Colonial Gardens"
27610 SE Wyatt Road
Parcel # 41-800-03-02-01-7-00-000; 41-800-03-02-01-8-00-000; 41-800-03-02-02-0-00-000; 41-800-03-04-00-0-00-000; 41-940-98-04-01-0-00-000; 41-940-98-07-00-0-00-000

Dear Property Owner:

A Public Hearing will be held by the Planning Commission and the City Council of the City of Blue Springs to receive comments from interested parties and citizens relative to a request by the applicant, Tory Schwope, on behalf of the property owner, Colonial Gardens Development, LLC, to rezone property from "GB/PD" (General Business/Planned Development), "RE/PD" (Residential Estate/Planned Development), and "AG - County" (Agriculture - County) to "PD – Mixed-Use" (Planned Development – Mixed-Use). The applicant is also requesting approval of a Planned Development (PD) Concept Plan to allow for four (4) planning areas including uses related to retail, wholesale nursery, office and specialty retail, and outdoor entertainment. The subject property is located north of Wyatt Road and West of SE Adams Dairy Parkway and includes six (6) parcels covering 39.39 +/- acres.

You are receiving this notice because County records indicate you own property within 185 feet of the boundary of the site in question. Interested parties may view the application materials on file by contacting the Community Development Department via email at ComDevLegal@bluespringsgov.com or at City Hall at 903 W. Main Street, Blue Springs, MO.

The hearing will be held in the Council Chamber at the Howard L. Brown Public Safety Building located at 1100 SW Smith Street, Blue Springs on the following dates:

Planning Commission - Monday, December 11, 2023 @ 6:30 p.m.
&
City Council – Monday, December 18, 2023 @ 6:00 p.m.

Your attendance and comments are welcome at these meetings. Questions concerning this matter may be directed to the Community Development Department at 816-228-0207.

Sincerely,

CITY OF BLUE SPRINGS / COMMUNITY DEVELOPMENT

Adair Bright
Senior Planner

Introduced by Councilmember _____ BILL NO. 5204
(RZ-10-23-8942 & PDC-10-23-8943)

ORDINANCE NO. _____

AN ORDINANCE REZONING PROPERTY FROM "GB/PD" (GENERAL BUSINESS/PLANNED DEVELOPMENT), "RE/PD" (RESIDENTIAL ESTATE/PLANNED DEVELOPMENT), AND "AG" (AGRICULTURE – COUNTY) TO "PD – MIXED-USE" (PLANNED DEVELOPMENT – MIXED-USE) AND APPROVING A PLANNED DEVELOPMENT CONCEPT PLAN FOR COLONIAL GARDENS PLANNED DEVELOPMENT

WHEREAS, proper application having been made for Rezoning and a Planned Development (PD) Concept Plan of property hereinafter described; and

WHEREAS, after review of the PD Concept Plan with respect to such issues as density, impacting surrounding areas, and the adequacy of facilities and services, basic parameters are established for the development of the PD project; and

WHEREAS, in accordance with Title IV, Unified Development Code of the Municipal Code of the City of Blue Springs, Missouri, said application was referred to the Planning Commission for report and recommendation, and a public hearing was held December 11, 2023, which Commission, after said hearing, recommended that the application for rezoning and PD Concept Plan be approved; and

WHEREAS, thereafter a public hearing was held by City Council on December 18, 2023, without testimony and the hearing was continued to April 15, 2024; and

WHEREAS, thereafter a public hearing was held by City Council on April 15, 2024; and

WHEREAS, in accordance with Title IV, Unified Development Code of the Municipal Code of the City of Blue Springs, Missouri, it was determined that the change of zoning was appropriate at the location herein described; and

WHEREAS, the City of Blue Springs, Missouri has regulated the development at this location by requiring that it be developed as a PD Concept Plan; and

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

Section 1. That following described tract of real estate is hereby rezoned from "GB/PD" (General Business/Planned Development), "RE/PD" (Residential Estate/Planned Development), and "AG" (Agriculture – County) to "PD – Mixed-Use" (Planned Development – Mixed-Use). The site is legally described as:

TRACT 1: All that part of the East One-Half (1/2) of Section 18, Township 48 North, Range 30 West, Sixth Principal Meridian and the West One- Half (1/2) of Section 17, Township 48 North, Range 30 West, all in Blue Springs, Jackson County, Missouri, described as follows: Commencing at the South East corner of Said Section 18; thence North 01 degree 42 minutes 21 seconds East along the East

line of the Southeast quarter of said Section 18, a distance of 20.00 feet to a point on the North right-of-way line of Wyatt Road as now established said point being the Point of Beginning; thence North 88 degrees 09 minutes 53 seconds West along said North right-of- way line and parallel with the south line of said Southeast quarter, a distance of 176.53 feet to the East line of a tract of land to Sallee Homes Inc. as described as “Tract 1” in Warranty Deed Doc. No. 2013E0129296; thence North 01 degree 45 minutes 27 seconds East along the West line of said Tract 1 a distance of 1208.61 feet; thence South 87 degrees 38 minutes 54 seconds East along the South line of tract of land to Sallee Homes Inc. as described in Warranty Deed Doc. No. 2013E0128769 a distance of 1419.16 to a point on West right-of-way line of Adams Dairy Parkway as now established; thence along said West right-of-way line along a curve to the right having an initial tangent bearing of South 02 degrees 29 minutes 08 seconds East a radius of 1924.48 feet, a distance of 163.98 feet; thence South 02 degrees 29 minutes 17 seconds West A distance of 271.87 feet to the north line of a tract of land to Alan L. Dugan and Linda L. Dugan as described in Warranty Deed Doc. No. 2001I0051429 (Dugan Tract); the following 4 courses are along the boundary lines of the (Dugan tract); thence North 87 degrees 39 minutes 43 seconds West a distance of 634.49 feet; thence South 03 degrees 46 minutes 59 seconds West a distance of 371.76 feet (deed reads 371.71 feet); thence South 85 degrees 10 minutes 24 seconds East a distance of 261.12 feet (deed reads 261.36 feet); thence South 00 degrees 24 minutes 22 seconds East a distance of 388.52 feet to a point on the North right-of-way line of Wyatt Road; thence North 87 degrees 39 minutes 28 seconds West along said North right- of-way line a distance of 872.40 feet (deed reads 873.16 feet) to the Point of Beginning TRACT 2: The West 330 feet of the Northwest Quarter of Section 20, Township 48, Range 30, in Jackson County, Missouri, except that part in Wyatt Road.

AND

A tract of land situated in the Southwest Quarter of Section 17, Township 48 North, Range 30 West, Blue Springs, Jackson County, Missouri, being more particularly described as follows:

COMMENCING at Southwest Corner of said Southwest Quarter; thence along the South line of said Southwest Quarter, South 87°39’24” East, a distance of 872.51 feet; thence North 02°20’36” East a distance of 20.00 feet to the North right-of-way line of East Wyatt Road as now established and the POINT OF BEGINNING; thence North 00°24’45” West along the Southernmost East line and its Southernly prolongation, of Lot 1, COLONIAL GARDENS 1ST PLAT, a subdivision in said City, County and State a distance of 388.53 feet to an angle point in said East line; thence North 85°10’20” West along said East line a distance of 261.42 feet to an angle point in said East line; thence North 03°47’03” East along said East line a distance of 371.76 feet; thence departing said East line, South 87°40’16” East a distance of 635.48 feet to the West right-of-way line of Southeast Adams Dairy Parkway as now established; thence along said West right-of-way line, South 02°17’18” West, a distance of 771.21 feet to the North right-of-way line of said East Wyatt Road; thence along said North right-of-way line, North 87°39’24” West a distance of 365.75 feet to the POINT OF BEGINNING.

Section 2. That the above-described tract of real estate is hereby declared subject to the Colonial Gardens PD Concept Plan.

Section 3. No land covered within this PD designation, or contained within the area described by Section 1 of this Ordinance, may be developed except in compliance with the Colonial Gardens Planned Development Concept Plan approved herein by the City of Blue Springs or hereinafter revised, and the requirements of said PD Concept Plan shall include any staff recommendations contained in the staff report and presented to the Planning Commission at its December 11, 2023, meeting and to the City Council at its April 15, 2024, meeting, and approved by the City Council as conditions of development passage by this Ordinance and of this PD, and shall be deemed to include those conditions in addition to those contained in the UDC and in documents and drawings submitted to the Planning Commission and City Council and approved hereby, including the following conditions:

1. Approval based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC, unless specifically stated in the Planned Development.
2. A PD Final Plan/Site Plan Design Review is required for all four (4) planning areas and must include the following:
    a. All parking dimensions and drive aisle widths must be provided along with a parking count.
    b. All internal pedestrian accesses must be dimensioned and comply with the UDC.
    c. A final landscaping plan must be provided, and all buffers must meet and/or exceed the requirements of the UDC.
    d. A photometric plan along with details for the light fixtures must be provided and comply with the UDC.
3. The PD Final Plan/Site Plan Design Review, Preliminary Plat, and Final Plat are required to be approved prior to any future development.
4. The Final Plat must be recorded at Jackson County prior to issuance of any building permits.

Section 4. The Planned Development Standards, attached and entered as Exhibit A to this Ordinance, that outline the development regulations shall govern the development within the PD. The PD Standards shall remain in place as long as the PD zoning remains on the property, unless the PD Concept Plan is amended.

Section 5. The PD Concept Plan, attached and entered as Exhibit B to this Ordinance, shall regulate the development pattern of the property.

Section 6. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor of Blue Springs.

Section 7. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 15th day of April 2024.

CITY OF BLUE SPRINGS

_____
Carson Ross, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

COLONIAL GARDENS PLANNED DEVELOPMENT

LAND USE STANDARDS

All regulations not specified in these Planned Development Standards for the development shall conform to the requirements for each use or most compatible zoning district as outlined in the City of Blue Springs Development Code in effect at the time of development.

Statement of Intent. This Planned Development shall create an area that integrates two or more land uses, such as commercial office and retail, wholesale, and outdoor concert venue, with an emphasis on strong pedestrian orientation and shared parking opportunities. This mixed-use district is intended to be a multi-use district made up of existing and new businesses including wholesale landscape, retail garden center, nursery and restaurant with the addition of an office space to be determined and park/amphitheater. This development is divided into four main zones. Designated in more detail on the attached visual.

Planning Area 1 – SW quadrant: Retail or general business

Planning Area 2 – NW quadrant: Wholesale with nursery/plant & material storage area

Planning Area 3 – NE quadrant: Office and Specialty Retail

Planning Area 4 – SE quadrant: Outdoor entertainment and park

Planning Area 1 – Retail and General Business

1. Permitted Uses – Retail / General Business
    a. Small Commercial
    b. Retail – to include both indoor and outdoor sales, displays and signage
    c. Agriculture-as relates to the growing of fruit and vegetable crops and production of greenhouse and nursery materials for on site sale.
    d. Gardens
    e. Restaurant – shall include bakeries, butchers, farmers market and other food related retail business.
    f. Outdoor dining and seating areas
    g. Events – allowing for congregation of public for events including but not limited to small concerts, dinners, classes, workshops, meetings, civic uses, summer camps.
    h. Outside storage and display
        i. Shall follow setback requirements as outlined in this PD.
    i. Playhouses, patios, cabanas, porches, gazebos, stage and incidental storage buildings, provided that such buildings shall not cover more than ten percent of the total lot area. Storage buildings that have been converted from a wheeled trailer, a portable storage container or a roll-off trash container.
    j. Greenhouse, high tunnels, low tunnels and similar structures
    k. Open air market

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l. Mixed Use

2. Mixed Use Building Standards

Mixed-Use Building		
Lot Size	Frontage width	N/A
	Area	N/A
Setbacks	Front	0 feet or more
	Side	5 feet minimum; 0 feet where party wall used
	Corner side	5 feet minimum
	Rear	10 feet minimum
Height		15 feet to 45 feet; 1 to 3 stories
Frontage Type		Enhanced street front; plaza frontage; courtyard; terrace
Design and Performance Standards		Transparency = 50% to 80% at street level; 30% to 50% on upper story Primary entrance feature = 2 entrances from street No more than 20 linear feet of blank facades along street frontage without transparency, entrances, or architectural ornamentation. Building coverage = 90% maximum Parking shall be designed so as to minimize the visual appearance of the parking area to the public right-of-way and shall meet the minimum standards of Section **407.010** except that shared parking for a mixed use development can occur for complementary uses such as parking for a use that has a peak parking demand during the daytime hours may share their spaces with a use that has a peak parking demand in evening hours, and these spaces can be counted towards the total parking requirement for each use separately. Non-residential design standards in Section **407.090** shall apply to all applications of this building type.

Planning Area 2 -Wholesale/Commercial and General Business

1. Permitted Uses
    a. Storage and display of live plant materials including trees
    b. Covered storage and display of live plant materials including trees in greenhouse or hoop house style structures
    c. Outdoor storage and display of non-living merchandise including but not limited to stones, pavers, etc.
    d. Outdoor storage and display of items including but not limited to gravel, soil, mulch
        i. Not to exceed 15 feet in height unless contained by retaining walls/bins.
        ii. Bins and walls not to exceed 20 ft in height
    e. Outdoor storage of machinery and equipment
    f. Patios, cabanas, porches, gazebos, loading docks and incidental storage buildings, provided that such buildings shall not cover more than ten percent of the total lot area. Storage buildings that have been converted from a wheeled trailer, a portable storage container or a roll-off trash container.
    g. Greenhouses, high tunnels, low tunnels and similar structures
    h. Sale of products
    i. Equipment Rental
2. Accessory Uses
    a. Green Matter Storage – to accommodate the landowner and business use
        i. Will follow Section 405.050 Special Use Standards of Blue Springs UDC.
3. Commercial Building Standards

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Planning Area 3 – Office and Specialty Retail

General Commercial Building		
Lot Size	Frontage width	N/A
	Area	N/A
Setbacks	Front	10 feet minimum
	Side	10 feet minimum
	Corner side	10 feet minimum
	Rear	10 feet minimum
Height		60 feet maximum
Frontage Type		Buffer Edge: Live screening on neighboring residential
Design and Performance Standards		Building coverage = 65% maximum Non-residential design standards in Section **407.090** shall apply to all applications of this building type.

1. Permitted Uses: General Business & Service/Office – To serve as a Wellness Campus
    a. All Building types permitted in the General Business and Service/Office will be permitted in effect at the time of development.

Planning Area 4 – Outdoor Entertainment and Recreation

1. Permitted Uses
    a. Recreation and Entertainment, Outdoor – to include, but not limited to concerts, outdoor theatre, weddings, workshops, classes
    b. Gardens and walking trails
    c. Playhouses, patios, cabanas, porches, gazebos, stage and incidental storage buildings, provided that such buildings shall not cover more than ten percent of the total lot area. Storage buildings that have been converted from a wheeled trailer, a portable storage container or a roll-off trash container.
    d. Recreational and play facilities
    e. Events – including but not limited to circus or carnival
    f. Sale of Products

Parking

1. Parking for each planning area will follow city code
    a. Parking for the entire site is shared between planning areas

Landscape Standards

1. Landscaping of property will exceed the standards set by the city code.

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EXHIBIT B

100 Employee Parking

+- 100 pkg

North Garden Center Parking Lot (75 Spaces)

+- 75 pkg

West Retail Buildings
45,000 SF (Existing)
45,000 SF (New)
225 Parking
2.5/ 1,000 SF

Center Garden Center Parking Lot (155 Spaces)

150 pkg

Information Kiosk Display Pull off / Diagonal Parking

Colonial Exit/ Check Out

Colonial Gardens Main Entry

South Parking Lot (+- 100 Spaces)

Wyatt Realigned with gentle curves to slow traffic along Colonial Gardens frontage and expand setback to existing facilities on north side

SE Wyatt Rd

Shrubs & Perennials

Trees

Dock

KAT Check In/Out

Mulch Sand Gravel

Stone Yard

New 15,000

New 30,000

Existing

Existing Garden Center

Garden

Bird Habitat

Lath House

Pergola / Patio

Trees & Shrubs

Statuary/ Lath House

85 pkg

40,000 (2 ST)

150 pkg

8,500 (1 ST)

13,500 (1 ST)

44 pkg

Adams Dairy Parkway

Wellness Campus Overlooking Gardens
62,000 SF (1 & 2 Story)
235 Parking
3.75 Pkg / 1,000 SF

Wellness Buildings Oriented around Green Space and Outdoor Plaza

Drainage / Re-circulating Water Feature

Extend Gardens Across Street to Connect Wellness Campus to Colonial Gardens

Crosswalks

Gardens

Amphitheater / Central Lawn Events

Stage/ Weddings

Dock w/ Shade Structure

Cottonwood with Seating

Paved Pathways

Flower Gardens

Re-circulating Water Feature

Path Connection Under Wyatt

Planning Areas (North Side of Wyatt)

1 Planning Area 1 = +- 10.6 Acres:
Retail and General Business
Colonial Garden Center

2 Planning Area 2 = +- 11.5 Acres:
Wholesale with Nursery/Plant and Material Storage Area
KAT Nursery

3 Planning Area 3 = +- 7.4 Acres:
Office and Specialty Retail
Wellness Campus

4 Planning Area 4 = +- 10.6 Acres
Outdoor Entertainment and Park

N

0 100 200 300 400 500

Colonial Gardens / KAT Nursery

Conceptual Master Plan

10.26.23

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11/27/2023 10:38:58 AM

CITY OF BLUE SPRINGS, MISSOURI

CITY COUNCIL
April 15, 2024

EXHIBITS FOR PUBLIC HEARING

COLONIAL GARDENS COMMUNITY IMPROVEMENT DISTRICT

EXHIBIT #1 City Council Information Form dated April 4, 2024 with the following attachments: Verification of Petition to establish the District; Notice of Meeting as published in The Examiner on April 2 and April 9, 2024 and at Blue Springs City Hall and website on March 29, 2024 and Bill approving Petition to establish the District with Petition attached as Exhibit A and approval of a Cooperative Agreement attached as Exhibit B

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: April 4, 2024

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

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

ISSUE/REQUEST

A public hearing is being held to receive public comment on the creation of the Colonial Gardens Community Improvement District. Upon conclusion of the public hearing, a Bill approving the Petition to Establish the Colonial Gardens Community Improvement District and approving a Cooperative Agreement among the City, the Colonial Gardens Community Improvement District and Colonial Gardens Development LLC will be ready for introduction and readings.

BACKGROUND/JUSTIFICATION

In March of 2024, the City Clerk received the Petition (the "Petition") for the Establishment of the Colonial Gardens Community Improvement District (the "District"). The City Clerk, in cooperation with special legal counsel for the City, reviewed the Petition and on March 18, 2024 determined that it was legally sufficient and can be considered by the City Council.

The purpose of the proposed District is to provide a source of revenue to reimburse the City for costs related to previously completed improvements to Wyatt Road benefitting Colonial Gardens Development LLC (the "Developer") and to fund the costs to construct additional public improvements approved by the City, and to the extent those capital costs have been paid, funds may be used to pay for certain district services. The letter of credit for $750,000 will be released upon approval of the Community Improvement District (CID).

The proposed District is authorized under the CID Act to impose a district-wide sales and use tax of 1.0% and to enter into a Cooperative Agreement for the administration of the sales tax revenues. The Cooperative Agreement authorizes the City to administer the District Sales Tax, and the City will receive an administration fee of 1.0% of the total District Sales Tax Revenue collected.

The Cooperative Agreement provides that the City will receive reimbursement for the costs of construction of the Wyatt Road improvements prior to payment by the District of any other public improvements or District services. The Cooperative Agreement further provides that the City will approve all requests for the reimbursement of Reimbursable Project Costs from available District Sales Tax Revenues. The Cooperative Agreement has been negotiated by the parties.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
April 15, 2024	April 15, 2051
Years and Months Contract in effect	**Number of times renewable**
27 years	Optional extension

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

Colonial Gardens Community Improvement District

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Verification of Petition to establish the District
2. Notice of Meeting as published in *The Examiner* on April 2 and April 9, 2024 and at Blue Springs City Hall and website on March 29, 2024
3. Bill approving Petition to establish the District with Petition attached as Exhibit A and approval of a Cooperative Agreement attached as Exhibit B

REVIEWED BY:

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

City Clerk Verification of Petition to Establish
Colonial Gardens Community Improvement District

Pursuant to Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the "CID Act"), I Erin Ford, City Clerk of the City of Blue Springs, Missouri, state the following:

1. The Petition to Establish the Colonial Gardens Community Improvement District was filed with the City Clerk on March 15, 2024.

2. I have reviewed the Petition in conjunction with Special Economic Development Counsel to the City and have determined on March 15, 2024, which does not exceed ninety days after receipt of the Petition, that the Petition substantially complies with the requirements of Section 67.1421.2 of the CID Act.

(SEAL)

Date: March 18, 2024

Erin M. Ford

Erin Ford
City Clerk
City of Blue Springs, Missouri

NOTICE OF MEETING

Public notice is hereby given that a meeting of the City Council of the City of Blue Springs, Missouri, will be held at the Council Chambers at the Howard L. Brown Public Safety Building, 1100 SW Smith Street, Blue Springs, Missouri, on April 15, 2024, at 6:00 P.M., to consider and act upon the matters on the following tentative agenda and such other matters as may be presented at the meeting and determined to be appropriate for discussion at that time.

1. A public hearing regarding the establishment of the Colonial Gardens Community Improvement District.

2. An Ordinance approving the Petition for Establishment of the Colonial Gardens Community Improvement District, establishing the District, and making findings and authorizing actions related to the establishment of the District.

3. Other matters.

The meeting will be open to the public.

DATED: March 29, 2024.

ERIN FORD,
City Clerk

COOPERATIVE AGREEMENT

among the

CITY OF BLUE SPRINGS, MISSOURI,

the

COLONIAL GARDENS COMMUNITY IMPROVEMENT DISTRICT,

and

COLONIAL GARDENS DEVELOPMENT LLC

dated as of

April __, 2024

COOPERATIVE AGREEMENT

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Exhibit C Form of Application for Reimbursement
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COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (the "**Agreement**"), entered into as of this _____ day of April, 2024, among the **CITY OF BLUE SPRINGS, MISSOURI**, a constitutional charter city and political subdivision of the State of Missouri (the "**City**"), the **COLONIAL GARDENS COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district and political subdivision of the State of Missouri (the "**District**" or the "**CID**"), and **COLONIAL GARDENS DEVELOPMENT LLC**, a Missouri limited liability company (the "**Developer,**" with the City, the District and the Developer being collectively referred to herein as the "**Parties**", and individually as a "**Party**", as the context so requires).

WITNESSETH:

WHEREAS, the City Council of the City of Blue Springs, Missouri (the "**City Council**"), did on April 15, 2024, pass Ordinance No. ____, which approved the formation of the District and the Petition to Establish the Colonial Gardens Community Improvement District (the "**Petition**"); and

WHEREAS, Ordinance No. ____, also approved the execution of this Agreement; and

WHEREAS, the District is authorized under the CID Act to impose a district-wide sales and use tax (the "District Sales Tax") and to enter into this Agreement for, among other things, the administration of the District Sales Tax Revenues; and

WHEREAS, the Parties desire to set forth through this Agreement their respective duties and obligations with respect to the administration, enforcement, and operation of the District Sales Tax and the use of the revenues collected by such tax.

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants herein contained, the Parties agree as follows:

ARTICLE 1: DEFINITIONS, RECITALS AND EXHIBITS

Section 1.1. Recitals and Exhibits. The representations, covenants and recitations set forth in the foregoing recitals and the exhibits attached to this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section, and the appropriate exhibits are incorporated into each Section of this Agreement that makes reference to an exhibit.

Section 1.2. Definitions. Words and terms defined elsewhere in this Agreement shall have the meanings assigned therein. Whenever used in this Agreement, the following words and phrases, unless the context otherwise requires, shall have the following meanings:

"**Additional Public Improvements**" means, subject to City approval as provided herein, capital public improvements within the District including, but not limited to: streetscape, lighting, public benches or other seating furniture, trash receptacles, marquees, awnings, canopies, walls, barriers, public parking lots and facilities, public art, and any other useful, necessary or desired improvement authorized under the Act, including, without limitation, gateway markers at key intersections within the District.

"**Additional Public Improvement Costs**" means all actual and reasonable costs and expenses which are incurred by or at the direction of the District with respect to construction of the Additional Public

Improvements, including the actual and reasonable cost of labor and materials payable to contractors, builders, suppliers, vendors and materialmen in connection with the construction contracts awarded in connection with the Additional Public Improvements that are constructed or undertaken, plus all actual and reasonable costs to plan, finance, develop, design and acquire the Additional Public Improvements, including but not limited to the following:

A. actual and reasonable fees and expenses of architects, appraisers, attorneys, surveyors and engineers for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary to the commencement of construction, financing, preparation of plans, drawings and specifications and supervision of construction, as well as for the performance of all other duties of architects, appraisers, attorneys, surveyors and engineers in relation to the construction of the Additional Public Improvements and all actual and reasonable costs for the oversight of the completion of the Additional Public Improvements including overhead expenses for administration, supervision and inspection incurred in connection with the Additional Public Improvements; and

B. all other items of expense not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition, construction, improvement and financing of the Additional Public Improvements and which may lawfully be paid or incurred by the District under the CID Act.

"**Administrative Fee**" means that amount of the District Sales Tax Revenues that the City shall receive as compensation for work by City staff for performing the administrative duties of the District and administering and accounting for the District Sales Tax, in the amount of one percent (1.0%) of the total District Sales Tax Revenue transferred to the City on behalf of the District by the Missouri Department of Revenue, as set forth in this Agreement.

"**Applicable Laws and Requirements**" means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by any unit of government.

"**Board**" or "**Board of Directors**" means the governing body of the District.

"**Budget**" shall have the meaning set forth in **Section 5.4**.

"**CID**" or "**District**" means the Colonial Gardens Community Improvement District, a community improvement district and political subdivision of the State of Missouri.

"**CID Act**" means the Missouri Community Improvement District Act, Sections 67.1401, *et seq*., RSMo, as amended.

"**City**" means the City of Blue Springs, Missouri, a constitutional charter city and political subdivision under applicable Missouri laws.

"City Capital Costs" shall mean the costs associated with the City Capital Improvements, including all actual and reasonable costs and expenses which are or have been incurred with respect to construction of the capital public improvements to Wyatt Road, including the actual and reasonable cost of labor and materials payable to contractors, builders, suppliers, vendors and materialmen in connection with the construction contracts awarded in connection with the capital public improvements to Wyatt Road that

are constructed or undertaken, plus all actual and reasonable costs to plan, finance, develop, design and acquire the capital public improvements to Wyatt Road, including but not limited to the following:

C. actual and reasonable fees and expenses of architects, appraisers, attorneys, surveyors and engineers for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary to the commencement of construction, financing, preparation of plans, drawings and specifications and supervision of construction, as well as for the performance of all other duties of architects, appraisers, attorneys, surveyors and engineers in relation to the construction of the capital public improvements to Wyatt Road and all actual and reasonable costs for the oversight of the completion of the capital public improvements to Wyatt Road including overhead expenses for administration, supervision and inspection incurred in connection with the capital public improvements to Wyatt Road; and

D. all other items of expense not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition, construction, improvement and financing of the capital public improvements to Wyatt Road and which may lawfully be paid or incurred by the District under the CID Act.

"City Capital Improvements" shall mean the capital public improvements to Wyatt Road, as described in **Exhibit A**.

"**City Representative**" means the City Administrator, Assistant City Administrator or Finance Director of the City, or his/her designee.

"**City Council**" means the governing body of the City of Blue Springs, Missouri.

"**City Directors**" shall have the meaning set forth in **Section 6.1**.

"**Developer**" means Colonial Gardens Development LLC, a Missouri Limited Liability Company.

"**Developer Directors**" shall have the meaning set forth in **Section 6.1**.

"**Director**" means a director of the District.

"**Disinterested Director**" shall have the meaning set forth in **Section 6.1**.

"**District Sales Tax**" means the sales and use tax levied by the District on the receipts from the sale at retail of all tangible personal property or taxable services at retail within its boundaries pursuant to the CID Act in the maximum amount of one percent (1.0%), as established by resolution of the District and approved by the qualified voters of the District, in accordance with this Agreement.

"**District Sales Tax Revenues**" means the monies actually collected, pursuant to this Agreement and the CID Act, from the imposition of the District Sales Tax.

"**District Services**" means those services which are set forth in **Exhibit D** which is attached hereto and incorporated herein by reference. District Services does not include services related to Operating Costs of the District.

"District Services Cap" means the cumulative amount of $250,000. For clarification purposes, the District Services Cap exists across the life of the District and is not an annual amount.

"**Event of Default**" means any event specified in **Section 8.1** of this Agreement.

"**Excusable Delays**" means delays due to acts of terrorism, acts of war or civil insurrection, strikes, riots, floods, earthquakes, pandemics, fires, tornadoes, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, national or regional material shortages, failure to obtain regulatory approval from any Federal or State regulatory body, unforeseen site conditions, material litigation by parties other than the Parties not caused by the Parties' failure to perform, or any other condition or circumstances beyond the reasonable or foreseeable control of the applicable party using reasonable diligence to overcome which prevents such party from performing its specific duties or obligation hereunder in a timely manner.

"**Fiscal Year**" means October 1 through September 30 of the following year, which Fiscal Year coincides with the City's fiscal year.

"Letter of Credit" means the Developer's Letter of Credit in favor of the City in the amount of $750,000 and dated as of December 4, 2023.

"**Operating Costs**" means the actual, reasonable, and routine expenses which are necessary for the operation of the District which shall include, but are not limited to, costs associated with notices, publications, meetings, supplies, equipment, photocopying, insurance, the engagement of special legal counsel, financial auditing services, and other consultants or services including companies engaged by the District, or the City on behalf of the District, to review applications for reimbursement or payment of City Capital Costs or Additional Public Improvement Costs, and shall also include reasonable attorneys' fees for the formation and termination of the District and reimbursement to the Developer of any Operating Costs paid by the Developer and certified as Reimbursable Project Costs.

"Operating Costs Cap" means the annual cap on Operating Costs that may be reimbursed by District Sales Tax Revenues.

"**Parties**" or "**Party**" means the City, the District and the Developer, as the context so requires.

"**Petition**" means the Petition to Establish the Colonial Gardens Community Improvement District, filed with the City Clerk of Blue Springs, Missouri, approved by Ordinance No. ____ on April 15, 2024.

"**Reimbursable Project Costs**" means those City Capital Costs, Additional Public Improvement Costs, and Operating Costs incurred by the City or Developer which have been certified for reimbursement by the District and the City.

"**Reimbursement Interest Rate**" shall mean the prime rate as reported in the Money Rates section by the Wall Street Journal, plus 1.5% per annum, and such interest rate shall adjust automatically as of the opening of business on the effective date of any change in the prime rate. If for any reason the prime rate shall be suspended or shall not be identifiable, the prime rate shall be deemed to be **200** basis points above the **6** month United States Treasury Bill rate of interest at the most recent auction. In no event shall the Reimbursement Interest Rate exceed 10% per annum.

"**Report**" shall have the meaning set forth in **Section 5.4**.

ARTICLE 2: REPRESENTATIONS

Section 2.1. Representations by the District. The District represents that:

A. The District is a community improvement district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the CID Act.

B. The District has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Directors, the District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

C. The City Capital Improvements and the Additional Public Improvements are authorized in the Petition.

D. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the District will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the District is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the District or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the District under the terms of any instrument or agreements to which the District is a party.

E. The District acknowledges that construction of the City Capital Improvements and the Additional Public Improvements are of significant value to the District, the property within the District and the general public. The District finds and determines that the City Capital Improvements and the Additional Public Improvements will promote the economic welfare and the development of the City and the State of Missouri through: (i) the creation of temporary and permanent jobs; (ii) stimulating additional development in the area near the City Capital Improvements and the Additional Public Improvements; and (iii) increasing local and state tax revenues. Further, the District finds that the City Capital Improvement and the Additional Public Improvements conform to the purposes of the CID Act.

F. There is no litigation or proceeding pending or threatened against the District affecting the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

G. The District acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri. District therefore covenants that it will not knowingly violate subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work related to this Agreement, and that its employees are lawfully eligible to work in the United States.

Section 2.2. Representations by the City. The City represents that:

A. The City is duly organized and existing under the Constitution and laws of the State of Missouri as a constitutional charter city.

B. The City has authority to enter into this Agreement and to carry out its obligations under this Agreement, and the Mayor of the City is duly authorized to execute and deliver this Agreement.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the City will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the City or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City under the terms of any instrument or agreement to which the City is a party.

D. There is no litigation or proceeding pending or threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

Section 2.3. Representations by the Developer. Developer represents that:

A. The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms.

B. The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

C. No litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer or any member of the Developer or the Additional Public Improvements, which litigation, proceedings or investigations would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer, of the terms and provisions of this Agreement.

D. The Developer acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri. Developer therefore covenants that it will not knowingly violate subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work related to this Agreement, and that its employees are lawfully eligible to work in the United States.

ARTICLE 3: DISTRICT SALES TAX

Section 3.1. Imposition of the District Sales Tax. The Board of Directors shall adopt a resolution, which, subject to qualified voter approval, imposes the District Sales Tax. The District Sales Tax shall be imposed at a rate of 1.00% while any Reimbursable Project Costs are unreimbursed. After the Reimbursable Project Costs are fully reimbursed, the District Sales Tax may stay in effect for the purpose

of funding District Services as desired by the Developer and District and approved by the City. The District shall notify the Missouri Department of Revenue of the District Sales Tax when approved by the qualified voters. The District shall annually appropriate all District Sales Tax Revenues by resolution in accordance with this Agreement.

Section 3.2. Collection and Administration of the District Sales Tax.

A. The District shall enact a resolution that (i) imposes the District Sales Tax (subject to qualified voter approval), (ii) authorizes the City to perform all functions incident to the administration, enforcement and operation of the District Sales Tax, to the extent not performed by the state, and (iii) prescribes any required forms and administrative rules and regulations for reporting and collecting the District Sales Tax. The District shall also notify the Missouri Department of Revenue, in substantial compliance with the form set forth in **Exhibit B**, that the District authorizes the City, on behalf of the District, to receive from the Missouri Department of Revenue all of the District Sales Tax Revenues.

B. The District Sales Tax shall be collected by the Missouri Department of Revenue as provided in the CID Act. The City shall receive the District Sales Tax Revenue from the Missouri Department of Revenue, which shall be disbursed in accordance with this Agreement.

C. The City agrees to perform for the District all functions incident to the administration and enforcement of the District Sales Tax, to the extent not performed by the state, pursuant to the CID Act and this Agreement. The City shall receive the Administrative Fee for administering the District Sales Tax. The Administrative Fee authorized in this Section shall be calculated using the total District Sales Tax Revenues generated within the District.

D. In the event that the City incurs extraordinary administrative costs related to the collection or enforcement of the District Sales Tax or for other reasons, then the City shall be entitled to additional payments to fully reimburse the City for such extraordinary costs to be collected from the District Sales Tax Revenue, upon approval by the Board, which shall not be unreasonably withheld.

Section 3.3. Operating Costs.

A. The City, on behalf of the District, shall pay for the Operating Costs of the District from District Sales Tax Revenues. The Operating Costs shall be included in the District's annual budget, as provided in **Section 4.9**. Developer shall fund the Operating Costs and be reimbursed for such advances until sufficient revenues are available to fund Operating Costs from District Sales Tax Revenues on an annual basis.

B. For the year 2024, the Operating Costs Cap is $10,000. The Operating Costs Cap shall be increased annually based upon the Consumer Price Index for All Urban Consumers (CPI-U).

C. All Operating Costs in excess of the Operating Costs Cap shall be paid by the Developer and not from District Sales Tax Revenues.

Section 3.4. Enforcement of the District Sales Tax. The District authorizes the City, to the extent required or authorized by the Missouri Department of Revenue, to take all actions necessary for enforcement of the District Sales Tax. The City may, in its own name or in the name of the District, prosecute or defend an action, lawsuit or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to obtain or receive the payment of the District Sales Tax. The District hereby agrees to cooperate fully with the City and to take all action necessary to effect the substitution of the City for the District in any such action, lawsuit or proceeding if the City shall so request.

All actions taken by the City for enforcement and any legal proceeding filed by the City for enforcement and collection of the District Sales Tax shall be treated as Operating Costs of the District.

Section 3.5. Distribution of the District Sales Tax Revenue. Beginning in the first month following the effective date of the District Sales Tax and continuing each month thereafter until the expiration or repeal of the District Sales Tax, the City on behalf of the District shall, not later than the fifteenth (15th) day of each month, distribute the District Sales Tax Revenues received in the preceding month in the following order of priority:

A. The City, on behalf of the District, shall pay the Administrative Fee.

B. The City, on behalf of the District, (i) shall pay the Operating Costs of the District and (ii) reimburse Developer for funds advanced by Developer for payment of Operating Costs in an amount not to exceed the Operating Costs Cap.

C. The City, on behalf of the District, shall make reimbursement payments to the City for the City Capital Costs that have been deemed Reimbursable Project Costs pursuant to **Section 4.1**.

D. The City, on behalf of the District, shall make reimbursement payments to the City and then the Developer for any Additional Public Improvement Costs that have been certified as Reimbursable Project Costs and set forth in an approved Application for Reimbursement pursuant to **Section 4.5**.

E. The City, on behalf of the District, shall pay the District Services. This priority of payment for District Services shall occur only after all Reimbursable Project Costs associated with the City Capital Improvements and the Additional Public Improvements have been fully repaid.

Section 3.6. Records of the District Sales Tax. The City, on behalf of the District, shall keep accurate records of the District Sales Tax due and collected and copies of such records shall be made available to the District on a monthly basis. Any City records pertaining to the District Sales Tax shall be provided to the District upon written request of the District, as permitted by law.

Section 3.7. Repeal of the District Sales Tax. Unless extended by mutual agreement of the Parties and in accordance with the CID Act, the District shall implement the procedures in the CID Act for repeal of the District Sales Tax and termination of the District upon the earlier of the following events: (1) after all Reimbursable Project Costs have been reimbursed, the CID Board of Directors adopts a resolution stating that all of the District Services have been paid for and no further District Services will be provided, and Developer sends written notice to the District and the City of the intention to terminate the District Sales Tax; or (2) the District Sales Tax has expired in accordance with the District Sales Tax ballot measures as approved by the qualified electors of the District. The District Sales Tax shall not be repealed while any Reimbursable Project Costs for City Capital Costs or Additional Public Improvements are unreimbursed or while the District is funding any District Services. Unless otherwise required by the District Sales Tax ballot measures approved by the qualified electors of the District, the District shall not implement the procedures for repeal or modification of the District Sales Tax and termination of the District while Reimbursable Project Costs are unreimbursed. Upon repeal of the District Sales Tax, the City, on behalf of the District, shall:

A. Pay all outstanding Reimbursable Project Costs, Administrative Fees and Operating Costs.

B. Retain any remaining District Sales Tax until such time as the District is terminated and the District has provided for the transfer of any funds remaining in a manner permitted by the CID Act.

ARTICLE 4: FINANCING DISTRICT PROJECTS

Section 4.1. Design, Construction and Financing of City Capital Improvements.

A. The City Capital Improvements consist of necessary improvements required to be constructed in connection with Developer's property and business. The City Capital Improvements have been designed and constructed by, or on behalf of, the City pursuant to a request by the Developer.

B. Construction of the City Capital Improvements shall comply with all Applicable Laws and Requirements including laws related to the construction of public improvements, including the payment of prevailing wages to contractors or subcontractors of the City for construction of the City Capital Improvements, public bidding requirements, and payment and performance bonds; provided that this Agreement shall not be deemed to impose the payment of prevailing wage to contractors or subcontractors if not otherwise required by Applicable Laws and Requirements.

C. The City Capital Improvements, in the amount of $750,000, are hereby deemed Reimbursable Project Costs. From the date the District Sales Tax is implemented, interest shall accrue at the Reimbursement Interest Rate on the City Capital Improvements deemed Reimbursable Project Costs herein.

D. In consideration of the City Capital Improvements being deemed Reimbursable Project Costs, the City agrees to release the Letter of Credit.

E. The City shall be fully reimbursed for all City Capital Costs associated with the City Capital Improvements from available District Sales Tax Revenues in the order of priority set forth in **Section 3.5**.

Section 4.2. Design, Construction and Financing of Additional Public Improvements.

A. The Additional Public Improvements shall be designed and constructed by or at the direction of the Developer. The Additional Public Improvements shall be designed and constructed in accordance with applicable City-approved zoning and subdivision ordinances and associated plans and specifications. The Developer shall comply with all Applicable Laws and Requirements including laws related to the construction of public improvements, including the payment of prevailing wages to contractors or subcontractors of Developer for construction of the Additional Public Improvements public bidding requirements, and payment and performance bonds; provided that this Agreement shall not be deemed to impose the payment of prevailing wage to contractors or subcontractors if not otherwise required by Applicable Laws and Requirements.

B. Developer shall indemnify and hold harmless the City and the District for any damage resulting to them from failure of either Developer or its contractor or subcontractors to pay prevailing wages pursuant to, or as required by, Applicable Laws and Requirements.

C. All Additional Public Improvements must be approved by the City prior to the start of construction or expenditure of District Sales Tax Revenues. Such approval shall be requested in writing no later than 30 business days prior to the start of construction or expenditure of District Sales Tax Revenues. Provided, however, that any construction that would otherwise be required to go through the City's planning and zoning and/or building permit process must go through such process prior to City approval under this **Section 4.2(C)**.

D. The Developer may submit Additional Public Improvement Costs for certification as Reimbursable Project Costs, and such costs are subject to reimbursement from available District Sales Tax Revenues in the order of priority set forth in **Section 3.5**.

Section 4.3. Requirements of and Limitations on Reimbursement to Developer.

A. The City, on behalf of the District, shall reimburse the Developer for Reimbursable Project Costs approved by the City pursuant to **Section 4.5**, and subject to the limitations set forth in this Section. Reimbursable Project Costs shall be reimbursed from available District Sales Tax Revenues and from no other source of funds.

B. In order to receive reimbursements hereunder, the Developer shall design and construct the Additional Public Improvements in accordance with the CID Petition, this Agreement and Applicable Laws and Requirements. Neither the District nor the City will have any obligation to design and construct the Additional Public Improvements.

D. The City shall review and certify Reimbursable Project Costs in accordance with the procedures for review of reimbursement requests as set forth in **Section 4.5**.

Section 4.4. District's Obligation to Reimburse Developer. The Parties agree that reimbursement of Reimbursable Project Costs will occur on a "pay as you go" basis as District Sales Tax Revenues are collected by the District and remitted to the City by the Missouri Department of Revenue in accordance with this Agreement. The City, on behalf of the District, will only reimburse the Developer for Reimbursable Project Costs which may lawfully be paid or incurred by the District under the CID Act, which become reimbursable under the conditions and restrictions in **Sections 4.2 and 4.3**, and which are approved pursuant to **Section 4.5**.

Section 4.5. Reimbursement Application Process.

A. The District appoints the City as its agent to administer the reimbursement application process. All requests for reimbursement of Reimbursable Project Costs shall be made by the Developer to the City in an Application for Reimbursement in substantial compliance with the form set forth in **Exhibit C**. Each Application for Reimbursement shall include itemized invoices, receipts or other information, if any, reasonably requested by the City to confirm that each cost identified in the Application for Reimbursement has been incurred and qualifies for reimbursement pursuant to the CID Act and this Agreement.

B. The City and the District will not reimburse the Developer for any cost that is not eligible for reimbursement under the CID Act.

C. The Developer may submit an Application for Reimbursement to the City Representative not more often than once each calendar month. The City shall either accept or reject each Application for Reimbursement within thirty (30) days after the submission thereof. If the City determines that any cost identified as a Reimbursable Project Cost is not eligible for reimbursement under the CID Act or this Agreement, the City shall so notify the Developer in writing within said 30-day period, identifying the ineligible cost and the basis for determining the cost to be ineligible, whereupon the Developer shall have the right to identify and substitute other costs for reimbursement with a supplemental application for payment, subject to the limitations of this Agreement. The City may also request such additional information from the Developer as may be required to process the requested reimbursement, and the time limits set forth in this paragraph shall be extended by the duration of time necessary for the Developer to respond to such request by the City. The City's identification of any ineligible costs shall not delay the

City's approval of the remaining costs on the Application for Reimbursement that the City determines to be eligible.

D. After the City approves an Application for Reimbursement, interest shall accrue at the Reimbursement Interest Rate for all costs approved in an Application for Reimbursement from the day that the City approves such application until such costs are actually reimbursed with District Sales Tax Revenues. In no event shall the Reimbursement Interest Rate exceed 10% per annum.

Section 4.6. Financing the City Capital Improvements and Additional Public Improvements. The District shall impose the District Sales Tax within the boundaries of the District to fund the City Capital Improvements, Additional Public Improvements, the Operating Costs and other costs authorized by this Agreement. The District shall not use or impose any taxes other than a District Sales Tax or impose any other funding mechanisms unless the City Council, by Ordinance, modifies the limitations on the District's authority as set forth in the Petition. Reimbursable Project Costs shall be paid to the extent that funds are available from District Sales Tax Revenues in the order of priority set forth in **Section 3.5**.

Section 4.7. Ownership and Maintenance of City Capital Improvements and Additional Public Improvements.

A. The City shall own and maintain the City Capital Improvements.

B. The City shall have no ownership of the Additional Public Improvements which are funded by the District. The Developer and District shall at all times be responsible for maintenance of the Additional Public Improvements, except as such improvements may be dedicated to and accepted by the City, in accordance with Applicable Laws and Requirements. With respect to the District only, the District's obligation for maintenance terminates upon the termination of the District, as provided in the CID Act. The Developer's obligation for maintenance is not relieved upon the termination of the District.

C. The Developer shall be responsible for obtaining and maintaining insurance for the design, construction, operation and maintenance of the Additional Public Improvements which are not maintained by the City in amounts determined by the Developer in their sole discretion and such insurance costs shall be Reimbursable Project Costs.

Section 4.8. Donation of Right-of-Way (R/W), Permanent Drainage Easement (PDR), and Temporary Construct Easements (TCE) for City Capital Improvements and Additional Public Improvements.

A. The Developer understands that completion of the City Capital Improvements and Additional Public Improvements may necessitate right-of-way acquisition of land currently owned by the Developer. The Developer agrees to cooperate with the City and facilitate donation of such right-of-way to the City.

B. The Developer agrees to grant and convey at no cost to the City all of the necessary rights-of-way and easements (including without limitation permanent drainage easements and temporary construction easements) for the City Capital Improvements along the approximately 1,400 feet of property adjacent to Wyatt Road and approximately 150 feet of property adjacent to Adams Dairy Parkway at the southeast corner of the property contained in the District containing approximately 16,500 square feet of R/W and 16,000 square feet of TCE.

Section 4.9. Annual Budget. The District shall annually prepare or cause to be prepared a budget (the "**Budget**") and an annual report (the "**Report**") describing the major activities of the District during the preceding year and upcoming year. The Budget and Report shall be submitted to the City Representative for review and comment not less than ninety (90) days prior to the intended date of approval of the Budget. The Budget shall not be approved without the prior written consent of the City. Not later than the first day of each Fiscal Year of the District, the Board of Directors shall adopt a Budget for the District for the ensuing budget year, for every fund of the District of any kind, in such a manner as may be provided by law. If the Board of Directors fails to adopt a Budget by the first day of a Fiscal Year, the District shall be deemed to have adopted for such Fiscal Year a Budget, which provides for application of the District's sales tax revenues collected in such Fiscal Year in accordance with the budget for the prior Fiscal Year.

ARTICLE 5: DISTRICT SERVICES

Section 5.1. District Services.

A. District Services shall include: Marketing and Public Relations, Maintenance, Security Services and Additional Improvements and Services, all as further defined in in **Exhibit D**.

B. District Services are subject to the District Services Cap, and such District Services Cap is separate and distinct from the Administrative Fee, City Capital Costs, Additional Public Improvement Costs and Operating Costs.

C. No District Services will be funded until City and Developer have been fully reimbursed for all certified Reimbursable Project Costs associated with the Operating Costs, City Capital Improvements and Additional Public Improvements.

ARTICLE 6: DISTRICT OPERATIONS AND MANAGEMENT

Section 6.1. Composition of the Board of Directors and Officers.

A. In accordance with the Petition, the Board of Directors shall be composed of six (6) directors. Two (2) of the directors shall at all times be a representative of the City (the "**City Directors**") who are designated by the City, three (3) of the directors shall initially be representatives of the Developer (the "**Developer Directors**") who are designated by the Developer, and one (1) of the directors shall be designated as a disinterested director (the "**Disinterested Director**") who meets the requirements of Section 67.1451.2(3), RSMo.

B. The City Director positions shall be filled by the Economic Development Director and the City Administrator, provided, however, that if the person filling the named role does not meet the requirements of Section 67.1451, RSMo., or the named role is vacant, the City may appoint an employee or official to fill the Board position.

C. The Disinterested Director position shall be filled by an employee or member of the Blue Springs Chamber of Commerce or other entity designated by the City.

D. All Directors shall meet all qualifications of the CID Act and the Missouri Constitution, and Developer agrees to designate in writing that the City Directors are a representative of Developer as a

property owner within the District, in order to satisfy the requirements of Section 67.1451.2(2)(a), RSMo, with respect to the City Directors.

E. For all positions not required to be filled by City Directors, the Board of Directors may submit a non-binding slate of nominated individuals as follows: (1) Individuals meeting the qualifications of the CID Act and the CID Petition for Successor Directors must be nominated by at least three sitting Directors; and (2) the Board of Directors shall then vote for a slate of nominees who shall consist of a number sufficient to fill all of the expiring terms and/or additional terms, as applicable, and the Board of Directors shall submit the approved slate to the City Clerk. The slate of nominees shall clearly designate which nominee will serve as the Disinterested Director. City Directors are not subject to this **Section 6.1(E)**.

F. Successor Directors shall be appointed by the Mayor with the consent of the City Council as provided in the Petition and in compliance with Section 67.1451.5, RSMo.

Section 6.2. District Meetings. The Parties agree that the Board of Directors shall not meet and conduct District business unless all Directors receive notice of the meeting and are provided with the opportunity to participate in all District meetings, either in person, videoconference or by phone as required by law. The Parties agree that the District bylaws shall contain the requirements of this Section, and shall include other safeguards as mutually agreed by the Parties to provide for participation of Developer Directors, City Directors and the Disinterested Director in all matters coming before the Board of Directors.

ARTICLE 7: SPECIAL COVENANTS

Section 7.1. Records of the District. The District shall designate an appropriate official to be the official record keeper of the District, who shall keep proper books of record and account on behalf of the District in which full, true, and correct entries will be made of all dealings or transactions of or in relation to its business affairs in accordance with generally accepted accounting principles consistently applied. The District shall furnish unaudited annual financial statements for each Fiscal Year no later than one hundred eighty (180) days following the end of such Fiscal Year. All pertinent books, documents, and vouchers relating to District business, affairs, and properties shall at all times during regular business hours be open to the inspection of an accountant or other agent of the City (who may make copies of all or any part thereof provided that the confidentiality of all records shall be maintained pursuant to such confidentiality agreements as reasonably required) as shall from time to time be designated and compensated by the inspecting party.

Section 7.2. Consent by Developer, Tenants and Transferees.

A. Developer will use commercially reasonable efforts to cause all leases of property in the District entered into after the date of this Agreement to contain a provision that is in substantial compliance with the following:

> **Community Improvement District**: Tenant acknowledges and consents that the Leased Premises are a part of the Colonial Gardens Community Improvement District (the "District") created by ordinance of the City of Blue Springs, Missouri (the "City"), that the District imposes a sales and use tax on Tenant's eligible retail sales that will be applied toward the costs of City Capital Improvements, Additional Public Improvements and District Services that will provide a generalized benefit to the development. Tenant shall forward to the District and City copies of Tenant's State of Missouri sales tax returns for its property located in the District when and as they are filed with the Missouri Department of Revenue. Tenant hereby acknowledges and agrees that the City and the District are third

party beneficiaries of the obligations in this paragraph and shall have a separate and independent right to enforce these reporting requirements and may thereafter use information provided to prepare operating budgets and annual reports for the District.

B. Developer, or any third party, may transfer real property within the CID area. Developer shall use commercially reasonable efforts to insert in any document transferring any interest in real property within the CID area, and shall cause any transferee to insert language reasonably similar to the following, and shall have such document signed by the transferee indicating acknowledgment and agreement to the following provision:

> **Community Improvement District**: Grantee acknowledges and consents that the Property is a part of the Colonial Gardens Community Improvement District (the "District") created by ordinance of the City of Blue Springs, Missouri (the "City"), and that the District imposes a sales and use tax on eligible retail sales conducted within the District that will be applied toward the costs of City Capital Improvements, Additional Public Improvements and District Services that provide a generalized benefit to all property within the District. Grantee shall, or shall cause any applicable tenant of Grantee, to forward to the District and the City copies of its State of Missouri sales tax returns for the property when and as they are filed with the Missouri Department of Revenue. Grantee hereby acknowledges and agrees that the City and the District are third party beneficiaries of the obligations in this paragraph and shall have a separate and independent right to enforce these reporting requirements.

C. The Developer shall enforce the lease/sales contract obligation set forth in this Section and shall require any purchaser, lessee or other transferee or possessor of the property within the District, to provide to the District and the City a copy of their Missouri sales tax returns. The Developer shall use commercially reasonable efforts to ensure that any documents transferring its interest in property located within the District shall make the obligations set forth in this Section a covenant running with the land that shall be enforceable against the Developer and against any purchaser, lessee or other transferee or possessor as if such purchaser, lessee or possessor were originally a party to and bound by this Agreement, which obligations shall only terminate upon the end of the term of the District.

D. Failure of the Developer to require that such restrictions be placed in any such lease/sales contract shall in no way modify, lessen or diminish the obligations and restrictions set forth herein relating to the District's and the City's rights of enforcement and remedies under this Agreement, or otherwise form the basis of a default on the part of the Developer hereunder; provided that failure to include such restrictions in any such lease or sales contract shall in no way invalidate such lease or sales contract.

E. Developer acknowledges that the District is implemented for the purpose of funding City Capital Improvements, Additional Public Improvements and District Services that benefit the development. Developer and its successors and assigns agree not to contest or protest the creation and operation of the District or the levy, collection or enforcement of the District Sales Tax.

Section 7.3. Reserved.

Section 7.4. District Termination. The District shall terminate at the earlier of: (a) twenty-seven (27) years after the date of Ordinance No. ____ approving formation of the District or (b) prior to the end of such term in accordance with the provisions of the CID Act and Petition, unless such termination date is extended by action of the City Council.

ARTICLE 8: DEFAULTS AND REMEDIES

Section 8.1. Default and Remedies. An Event of Default shall occur upon the failure by any Party in the performance of any covenant, agreement or obligation imposed or created by this Agreement and the continuance of such failure for thirty (30) days after the other Party has given written notice to such Party specifying such failure.

If any Event of Default has occurred and is continuing, then any non-defaulting party may, upon its election or at any time after its election while such default continues, by mandamus or other suit, action or proceedings at law or in equity, enforce its rights against the defaulting party and its officers, agents and employees, and require and compel duties and obligations required by the provisions of this Agreement.

Section 8.2. Rights and Remedies Cumulative. The rights and remedies maintained by any Party under this Agreement and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. Any Party shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and any Party hereby waives the right to raise such defense in any proceeding in equity.

Section 8.3. Waiver of Breach. No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting Party may nevertheless accept from the defaulting party, any payment or payments without in any way waiving the non-defaulting party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting party.

Section 8.4. Excusable Delays. No Party shall be deemed to be in default of this Agreement because of Excusable Delays. Excusable Delays shall extend the time of performance for the period of such Excusable Delay.

ARTICLE 9: MISCELLANEOUS

Section 9.1. Effective Date and Term. This Agreement shall become effective on the date this Agreement has been fully executed by the Parties. This Agreement shall remain in effect for as long as the District is legally in existence.

Section 9.2. Immunities. No recourse shall be had for any claim based upon any representation, obligation, covenant or agreement in this Agreement contained against any past, present or future officer, member, employee, director or agent of the City or the District, or of any successor thereto, as such, either directly or through the City or the District, or any successor thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

The Developer shall indemnify, release, defend, be responsible for and forever hold harmless the City and the District, their officers, directors, agents, employees, elected officials, and attorneys, each in their official and individual capacities, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities of any character and from any cause whatsoever, brought because of loss or damage received or

sustained, by any person, persons, property owners or property arising out of or resulting from any act, error, omission, or intentional act of the Developer or its agents, employees, or subcontractors, to the extent conducted pursuant to this Agreement and/or in connection with the ownership, design, development, redevelopment, use or occupancy of the property within the District or a portion thereof and the Additional Public Improvements.

Section 9.3. Modification. The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement among the City, the District and the Developer. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

Section 9.4. Jointly Drafted. The Parties agree that this Agreement has been jointly drafted and shall not be construed more strongly against another Party.

Section 9.5. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

Section 9.6. Validity and Severability. It is the intention of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of State of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

Section 9.7. Execution of Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 9.8. City Approvals. Unless specifically provided to the contrary herein, all approvals of the City hereunder may be given by the Mayor or his or her designee without the necessity of any action by the City Council. The Mayor may seek the input from the City Council before granting any approval.

Section 9.9. District Approvals. Unless specifically provided to the contrary herein, all approvals of the District hereunder may be given by the Chair of the District or his or her designee without the necessity of any action by the Board of Directors.

Section 9.10. Notices. Any notice, demand, or other communication required by this Agreement to be given by either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States First Class Mail, postage prepaid, or delivered personally or by a reputable overnight delivery service to all parties listed below. Mailed notices shall be deemed effective on the third day after mailing and all other notices shall be effective when delivered.

To the City:

City of Blue Springs, Missouri
903 West Main Street
Blue Springs, Missouri 64015
Attn: City Administrator

With a copy to:	Gilmore & Bell, P.C. 2405 Grand Blvd., Suite 1100 Kansas City, Missouri 64108 Attn: Sarah Granath sgranath@gilmorebell.com
To the District:	Colonial Gardens Community Improvement District c/o Rouse Frets White Goss Gentile Rhodes, P.C. 4510 Belleview Ave., Suite 300 Kansas City, Missouri 64111 Attn: William B. Moore wmoore@rousepc.com
To the Developer:	Colonial Gardens Development LLC 27610 E. Wyatt Rd. Kansas City, Missouri 64014 Attn: Paul Abugattas Executive Director

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this paragraph.

Section 9.11. Recordation of Memorandum of Agreement. The Parties agree to execute and deliver a Memorandum of this Agreement in proper form for recording and/or indexing in the appropriate land or governmental records within 30 days of execution. Such Memorandum shall be recorded by the Developer, and proof of recording shall be provided to the City.

[*Remainder of this page intentionally left blank*]

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

CITY OF BLUE SPRINGS, MISSOURI

By: _____
Chris Lievsay
Mayor

ATTEST:

_____
Erin Ford, City Clerk

APPROVED AS TO FORM:

_____
Special Counsel

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this ____ day of _____, 2024 before me appeared, Chris Lievsay, who being, by me duly sworn, did say that he is the Mayor of the **CITY OF BLUE SPRINGS, MISSOURI**, a constitutional charter city and political subdivision of the State of Missouri, and did say that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of said City, by authority of its City Council, and said Mayor acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Notary Public

(SEAL)

My commission expires: _____

COLONIAL GARDENS COMMUNITY IMPROVEMENT DISTRICT

By: _____
Chair

ATTEST:

_____
Secretary

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this _____ day of _____, 2024, before me appeared _____, who being by me duly sworn, did say that (s)he is the Chair of the **COLONIAL GARDENS COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district organized and existing under the laws of the State of Missouri, and that said instrument was signed on behalf of said District by authority of its Board of Directors and said individual acknowledged said instrument to be the free act and deed of said District.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Notary Public

(SEAL)

My commission expires: _____

COLONIAL GARDENS DEVELOPMENT LLC

By: _____

Name:
Title:

STATE OF MISSOURI)
) **SS.**
COUNTY OF JACKSON)

On this 17th day of April, 2024, before me appeared Tony Shupe who being by me duly sworn, did say that (s)he is an Authorized Person of **COLONIAL GARDENS DEVELOPMENT LLC**, a limited liability company organized and existing under the laws of the State of Missouri, and that said instrument was signed on behalf of said limited liability company by authority of its governing body and said individual acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

(SEAL)

SUSAN R CELMER
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 13538574
My Commission Expires 10-17-2025

_____
Notary Public

My commission expires: 10/17/2025

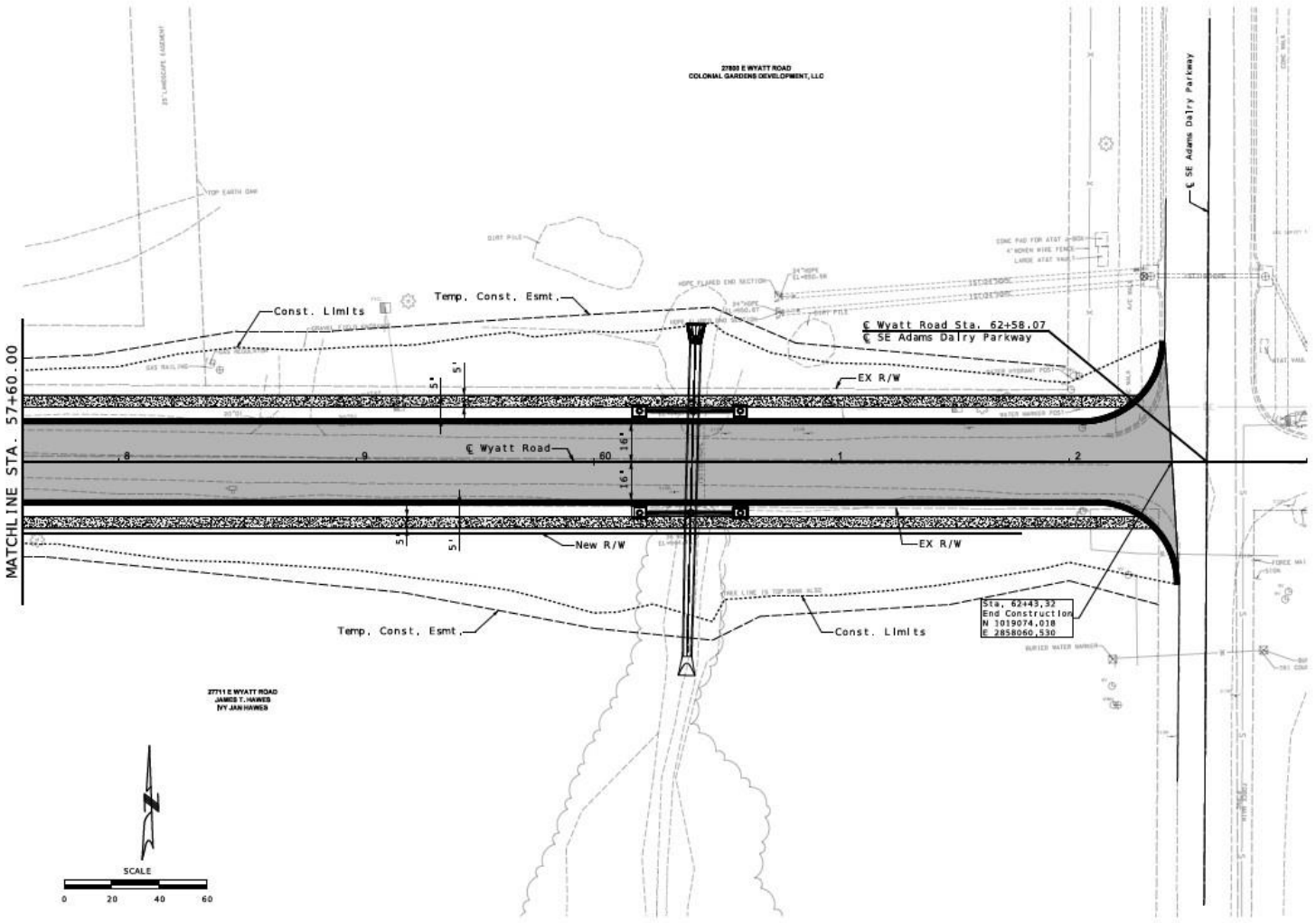
EXHIBIT A

CITY CAPITAL IMPROVEMENTS

The "**City Capital Improvements**" are those capital public improvements to Wyatt Road, including:

Wyatt Road is a major west-east collector that when constructed will provide traffic management and access to more available land for development within the community. Wyatt Road is being designed for safe and convenient travel by all users – pedestrian, bicyclists, and motorists. The roadway will include 2-12' lanes, curb and gutter, sidewalk on both sides of the roadway, and 2-4' bike lanes. Throughout the project new storm sewer improvements will be constructed to collect storm water runoff as well as maintaining much of the existing vegetated channels. New street lighting will be installed at all street intersections.

Wyatt Road improvements are depicted on the following page.



CITY OF BLUE SPRINGS, MO
WYATT ROAD RECONSTRUCTION
(MO-7 TO ADAMS DAIRY PKWY)

WYATT ROAD
PLAN SHEET

Affinis Corp
8500 Indian Creek Parkway, Suite 400
Overland Park, Kansas 66210
Phone: 913-381-1169
Toll Free: 877-527-5466
Fax: 913-381-1111
www.affinis.us

ENGINEERS • SURVEYORS
AFFINIS CORP is a Missouri and Kansas corporation

Issued | Misc. | Descr. | Checked | Approved

Project # | Drawn | Checked

28
28 OF 85

REVISIONS

T:\23\2313-01\PROJECT\DGN\SHEETS\Plan Sheets\23-2313-01_Plan_Sheets.dgn 12:16:58 PM 8/11/2023

EXHIBIT B

FORM OF LETTER TO THE MISSOURI DEPARTMENT OF REVENUE

COLONIAL GARDENS
COMMUNITY IMPROVEMENT DISTRICT
Blue Springs, Missouri

_____ ___, 2024

Missouri Department of Revenue
Customer Services Division
Sales/Use Tax
P.O. Box 3380
Jefferson Village, MO 65105-3380

Re: Remittance of Sales Tax Revenue for the Colonial Gardens Community Improvement District to the City of Blue Springs, Missouri

Dear Sir or Madam:

The Colonial Gardens Community Improvement District (the "**District**") hereby authorizes the Missouri Department of Revenue (the "**Department**") to remit directly to the City of Blue Springs, Missouri (the "**City**") all of the District sales tax revenue collected by the Department. In accordance with a Cooperative Agreement (the "**Cooperative Agreement**") entered into among the District, Colonial Gardens Development LLC and the City dated _____ __, 2024, the City shall deposit all sales tax and use tax revenue into a bank account separate from other bank accounts of the City and disburse such funds in accordance with the Cooperative Agreement. Identifying information for the special account is included on the attached ACH agreement.

Pursuant to the Cooperative Agreement, the City will perform all functions incident to the administration of the District sales tax revenue.

Sincerely,

_____
Chair of the Colonial Gardens Community Improvement District

EXHIBIT C

FORM OF APPLICATION FOR REIMBURSEMENT

APPLICATION FOR REIMBURSEMENT

TO: City of Blue Springs, Missouri
Attention: City Administrator

Re: Colonial Gardens Community Improvement District

*Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Cooperative Agreement dated as of _____ ____, 2024 (the "**Agreement**") among the City of Blue Springs, Missouri (the "**City**"), the Colonial Gardens Community Improvement District (the "**District**") and Colonial Gardens Development LLC (the "**Developer**"). In connection with said Agreement, the undersigned hereby states and certifies that:*

1. Each item listed on *Schedule 1* hereto is a Reimbursable Project Cost and was incurred in connection with the payment of Operating Costs or the construction of the Additional Public Improvements.

2. Each item listed on *Schedule 1* hereto has been previously approved by the City as an Operating Cost or Additional Public Improvement, as required by Section 4.2(c) of the Agreement.

3. These Reimbursable Project Costs have been paid by the Developer and are reimbursable under the Agreement.

4. Each item listed on *Schedule 1* has not previously been paid or reimbursed from money derived from the District Revenues and no part thereof has been included in any other Application previously filed with the City.

5. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

6. All necessary permits and approvals required for the work for which this application relates have been issued and are in full force and effect.

7 All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.

8. If any cost item to be reimbursed under this application is deemed not to constitute a Reimbursable Project Cost within the meaning of the Agreement, the Developer shall have the right to substitute other eligible costs for payment hereunder.

9. The Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes an Event of Default under the Agreement.

10. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this _____ day of _____, 20____.

COLONIAL GARDENS DEVELOPMENT LLC

By:_____

Name:_____

Title:_____

Approved for Payment this ____ day of _____, 20___:

CITY OF BLUE SPRINGS, MISSOURI

By:_____

Name: _____

Title: _____

EXHIBIT D

DISTRICT SERVICES

The District may fund the provision of services within its boundaries for the benefit of the owner and tenants of the District, which may include operating, maintaining, installing, equipping, repairing and protecting the publicly-owned common areas within the District, including, without limitation:

Marketing and Public Relations: The District may prepare and implement one or more programs designed to attract patrons, visitors, tourists, employees, businesses, investors, residents, and other invitees to the District by promoting the image and marketability of the District including, but not necessarily limited to, the following:

a. promotion of the history of the District area;
b. production and promotion of any tourism, recreational activity or cultural activity or special event in the District by, but not limited to, advertising, decoration of any public place in the District, promotion of such activity and special events, and furnishing music in any public place;
c. preparation and distribution of newsletters;
d. preparation and distribution of District maps and directories;
e. provision and maintenance of seasonal decorations;
f. provision and maintenance of banners and signage; and
g. promotion, organization and funding of special events.

Maintenance: The District may provide cleaning and maintenance services to public areas within the District to improve the appearance and image of the District. Such services may include, but are not necessarily limited to:

a. providing litter removal and cleaning of public common areas, trash containers, alley ways, public streets, and sidewalks within the District;
b. providing landscaping care, maintenance, weed abatement, and providing and/or replacing landscaping;
c. providing cleaning, maintenance, and other services to public property;
d. providing graffiti removal; and
e. providing other beautification efforts designed to improve the District's appeal, and encourage private investment within the District.

Security Services: The District may employ and/or contract for the provision of security personnel, equipment, or facilities for the protection of public property and persons within the District, including, but not limited to, the provision of:

a. armed patrol areas, building checks, alarm calls, security escorts, and a central dispatch system for the District;
b. security training for the District's personnel, agents and independent contractors;
c. two-way radios, vehicles, security uniforms and traffic bollards; and
d. programs to educate property owners, tenants, and residents within the District.

Additional Improvements and Services: The District shall be authorized to provide for any and all desired services and improvements, and shall have all rights needed to provide those desired services and improvements, up to and including any desired service and improvement right not specifically limited, or prohibited, by the CID Petition, this Agreement or the Act.

Introduced by Councilmember _____ BILL NO. 5205

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE PETITION FOR ESTABLISHMENT OF THE COLONIAL GARDENS COMMUNITY IMPROVEMENT DISTRICT, ESTABLISHING THE DISTRICT, AND APPROVING A COOPERATIVE AGREEMENT AMONG THE CITY OF BLUE SPRINGS, MISSOURI, THE COLONIAL GARDENS COMMUNITY IMPROVEMENT DISTRICT AND COLONIAL GARDENS DEVELOPMENT LLC

WHEREAS, Sections 67.1401 to 67.1571 RSMo, as amended (the "CID Act"), authorizes the governing body of any city, upon presentation of a proper petition requesting the formation and after a public hearing, to adopt an ordinance establishing a Community Improvement District (CID); and

WHEREAS, the City of Blue Springs, Missouri (the "City") is a constitutional charter city and a political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, the property owners within the proposed CID have filed with the Blue Springs City Clerk (the "City Clerk") a petition for the establishment of a community improvement district pursuant to the CID Act, entitled "Petition for Establishment of the Colonial Gardens Community Improvement District" (the "Petition") which is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, within ninety days of receipt, the City Clerk verified that the Petition substantially complies with the CID Act, submitted the verified Petition to the City Council and set a public hearing with all proper notice being given in accordance with the CID Act or other applicable law; and

WHEREAS, none of the signatures of the signers of the Petition were withdrawn within seven days after the Petition was filed with the City Clerk; and

WHEREAS, all the real property included in the Colonial Gardens Community Improvement District (the "District") is entirely located within the City; and

WHEREAS, on April 15, 2024, the City Council held a public hearing at which all persons interested in the formation of the District were allowed an opportunity to speak; and

WHEREAS, the Petition to establish the District being fully heard before the City Council, the City Council now desires to approve the Petition, establish the District and take other actions related to establishment of the District; and

WHEREAS, the District is authorized under the CID Act to impose a district-wide sales tax (the "District Sales Tax") and to enter into a Cooperative Agreement for the administration of revenues of the District Sales Tax (the "District Sales Tax Revenues"); and

WHEREAS, the City, the District and Colonial Gardens Development LLC (the "Developer") desire to set forth through a Cooperative Agreement (the "Cooperative Agreement") substantially in the form attached hereto as Exhibit B their respective duties and obligations with respect to the administration, enforcement and operation of the District Sales Tax and the use of the District Sales Tax Revenues; and

WHEREAS, the City Council hereby determines that it is in the best interests of the City to establish the District and enter into a Cooperative Agreement with the District and the Developer.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF CITY OF BLUE SPRINGS, MISSOURI, AS FOLLOWS:

Section 1. All terms used in this Ordinance shall be construed as defined in the CID Act and the Petition.

Section 2. In accordance with the CID Act, within not to exceed 90 days of receipt of the Petition, the City Clerk has verified that the Petition substantially complies with all submission requirements of the CID Act.

Section 3. The Petition, a copy of which is attached hereto as Exhibit A, is hereby approved and the District is hereby established within the City as a political subdivision of the State of Missouri. The District includes the contiguous tracts of real estate as described in the Petition and shown on the map set forth in the Petition.

Section 4. As set forth in the Petition, the District shall be governed by a board of directors consisting of six (6) members. The initial directors shall be the persons named in the chart below, and successor directors shall be appointed by the Mayor with the consent of the City Council.

Initial Directors
1. Tory Schwope (Non-City Director) – 4-year term
2. Paul Abugattas (Non-City Director) – 2-year term
3. Grace Ames (Non-City Director) – 2-year term
4. Mike Mallon (City Director) – 4-year term
5. Christine Cates (City Director) – 2-year term
6. Lara Vermillion (Disinterested Director fulfilling requirements of Section 67.1451.2(3), RSMo.) – 2- year term

Section 5. The District's Board of Directors shall have authority to establish a sales tax within the District as set forth in the Petition and in conformance with the CID Act.

Section 6. The District shall have and possess without limitation such powers authorized under the CID Act and as set forth or otherwise limited in the Petition.

Section 7. The District shall terminate twenty-seven (27) years after the effective date of this Ordinance, unless extended as provided in the CID Act and approved by the City Council.

Section 8. The City Clerk is hereby directed to prepare and file with the Missouri Department of Economic Development (the "Department") and the Missouri State Auditor the report specified in Section 67.1421.6 of the CID Act, substantially in the form provided by the Department.

Section 9. The Cooperative Agreement is hereby approved in substantially the form attached hereto as Exhibit B and the Mayor is authorized to execute the Cooperative Agreement on behalf of the City. No payment or reimbursement of District costs and expenses shall occur and no disbursement of District revenues shall occur until the Cooperative Agreement is approved and executed by the City, the Developer and the District. Failure of the District to enter into the Cooperative Agreement within six (6) months following the effective date of this Ordinance shall nullify and render void the approvals granted in this Ordinance upon such declaration by the City Council.

Section 10. City staff, the City's economic development counsel, and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments, and agreements or other documents as may be necessary, desirable, convenient, or proper to perform all matters authorized herein.

Section 11. It is hereby declared to be the intention of the City Council that each and every part of this Ordinance shall be separate and severable from each and every other part. In the event that any part of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts shall be in full force and effect.

Section 12. This Ordinance shall take effect and be in full force from and after its passage by the City Council and approval by the Mayor.

Section 13. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 15th day of April, 2024.

CITY OF BLUE SPRINGS, MISSOURI

_____
Carson Ross, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st reading: _____
2nd reading: _____

EXHIBIT A

PETITION TO ESTABLISH DISTRICT

[*Attached*]

EXHIBIT B

COOPERATIVE AGREEMENT

[*Attached*]