CITY COUNCIL MEETING
May 20, 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.

Invocation by Chris Abel, Senior Pastor at First United Methodist Church Blue Springs and Pledge of Allegiance

1. Call meeting to order

2. Confirmation of a Quorum

3. Consent Agenda

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

   a. Minutes of the May 6, 2024 City Council meeting and May 14, 2024 Special Meeting
   b. Liquor License for the Keg Blue Springs located at 1122 W Main Street
   c. Liquor License for Tuscany's Fine Italian Dining located at 705 NW 7 Highway
   d. Resolution No. 34-2024 approving a contract with Quality Plumbing, Inc. for the Lake Village Blvd. Storm Project
   e. Resolution No. 35-2024 approving a contract with Quality Plumbing, Inc. for the Speas Drive Storm Project
   f. Resolution No. 36-2024 approving a purchase from Doosan Bobcat North American, Inc. for a T76 T4 Bobcat Track Loader
   g. Resolution No. 37-2024 authorizing the Director of Public Works to sign an application for State Revolving Funds
   h. Resolution No. 38-2024 approving purchase from Molle Chevrolet for five patrol vehicles and rescinding Resolution 12-2022
   i. Resolution No. 39-2024 approving Amendment #3 to contract with JCI Industries for pump and motor repair services
   j. Approve Board and Commission Appointments
   k. Approve Council Liaison Appointments

4. Public Hearing - Adams Ridge – Rezoning (RZ-12-23-8998) and Planned Development Concept Plan (PDC-12-23-8999) – **Withdrawn by Applicant**

5. Public Hearing – Tommy's Express Car Wash – Rezoning (RZ-03-24-9093) and Planned Development Concept Plan (PDC-03-24-9095) – **To be continued to the June 3, 2024 City Council Meeting**

6. Public Hearing – 29607 R.D. Mize Road – Annexation (ANNX-03-24-9089)

7. Introduction and first reading only of Bill No. 5213 approving an Annexation of 29607 R.D. Mize Road. (ANNX-03-24-9089)

8. Public Hearing - Fike FRDC - General Development Plan (GDP-04-24-9098)

9. Introduction and readings of Bill No. 5214 approving a General Development Plan for Fike FRDC (GDP-04-24-9098)

10. Introduction and readings of Bill No. 5215 approving a Final Plat for Fike FRDC (PF-04-24-9099)

11. Second reading of Bill No. 5208 approving Adam's Dairy Parkway Right-of-Way Annexation. (ANNX-03-24-9076)

12. Introduction and readings of Bill No. 5216 calling a Special Election for the issuance of general obligation bonds

13. Visitors

14. Councilmember Comments

15. Mayoral Announcements

16. **Executive Session** – Discussion related to Real Estate pursuant to Section 610.021 (2)

Miscellaneous Items

Memorial Day Holiday – **City Offices Closed** - Monday, May 27
Public Safety Citizen Advisory Board Meeting – Tuesday, May 28, 6:00 PM
Planning Commission Meeting – Tuesday, May 28, 6:30 PM
City Council Meeting – Monday, June 3, 6:00 PM
Parks Commission Meeting – Tuesday, June 4, 6:00 PM
Planning Commission Meeting – Monday, June 10, 6:30 PM
Public Arts Commission Meeting – Wednesday, June 12, 3:30 PM
City Council Meeting – Monday, June 17, 6:00 PM

This Agenda was posted at City Hall and on the City's website on Friday, May 17, 2024.

Erin Ford, City Clerk

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

FROM: Christine Cates
City Administrator

DATE: May 17, 2024

SUBJECT: Agenda Explanations

Item 3b – Liquor License for The Keg Blue Springs
Approve a new liquor license for The Keg Blue Springs LLC located at 1122 W Main Street, Blue Springs, MO 64015 to sell intoxicating liquors by the drink for consumption on premises and Sunday Sales. The Keg LLC currently occupies this space, this is just an ownership change. Refer to Council Information Form from City Development Senior Director Mike Mallon for additional information.

Item 3c – Liquor License for Tuscany's Fine Italian Dining
Approve a new liquor license for Tuscany's Fine Italian Dining Corporation dba Tuscany's Fine Italian Dining located at 705 NW 7 Highway, Blue Springs, MO 6415 to sell intoxicating liquors by the drink for consumption on premises and Sunday Sales. Tuscany's Fine Italian Dining is changing locations. Refer to Council Information Form from City Development Senior Director Mike Mallon for additional information.

Item 3d – Contract with Quality Plumbing for Lake Village Blvd. Storm Project
Adopt a Resolution approving a contract in the amount of $692,233.14 with Quality Plumbing, Inc. for the Lake Village Blvd. Storm Project. Storm infrastructure improvement project is approved as a CIP COVID-19 ARPA for Storm Water Project Lake Village Blvd. Refer to Council Information Form from Public Works Director Tom Degenhardt for additional information.

Item 3e – Contract with Quality Plumbing for Speas Drive Storm Project
Adopt a Resolution approving a contract in the amount of $544,547.46 with Quality Plumbing, Inc. for the Speas Drive Storm Project. This storm infrastructure improvement project is approved as a CIP COVID-19 ARPA for Storm Water Project Speas Drive. Refer to Council Information Form from Public Works Director Tom Degenhardt for additional information.

Item 3f – Purchase from Doosan Bobcat North American for T76 T4 Bobcat Track Loader
Adopt a Resolution approving a purchase in the amount of $80,623.71 ($37,623.71 after trade-in of Unit 1001) from Doosan Bobcat North American, Inc. for a T76 T4 Bobcat Track Loader, CIP project SAN-20. Refer to Council Information Form from Public Works Director Tom Degenhardt for additional information.

Item 3g – Authorize Signer for State Revolving Funds Application
Adopt a Resolution authorizing the Director of Public Works to sign an application for State Revolving Funds for improvements to the Sni-A-Bar Wastewater Treatment Plant. Refer to Council Information Form from Public Works Director Tom Degenhardt for additional information.

Item 3h – Purchase of five Patrol Vehicles
Adopt a Resolution approving a purchase in the amount of $268,726 from Molle Chevrolet Inc. for five Chevrolet Tahoe patrol vehicles and rescinding Resolution 12-2022. Refer to Council Information Form from Police Chief Bob Muenz for additional information.

Item 3i – Amendment #3 to contract with JCI Industries for Pump and Motor Repair Services
Adopt a Resolution approving an Amendment in the amount of $100,000 with JCI Industries LLC dba JCI Industries, Inc. for Pump & Motor Repair services contract #2015-152. This Change Order exceeds the administrative authority to approve contracts in Section 115.160 of the Blue Springs Code of Ordinances. Refer to Council Information Form from Public Works Director Tom Degenhardt for additional information.

Item 3j – Board and Commission Appointments
Pursuant to Blue Springs Home Rule Charter Section 4.4.C – Powers and Duties; Appointments: the Mayor, with the advice and consent of the majority of the Council, shall appoint all members of committees, boards, and commissions. A slate of 2024 appointments and reappointments will be submitted to Council for approval. Refer to Council Information Form from Assistant to the City Administrator Sheryl Morgan for additional information.

Item 3k – Council Liaison Appointments
Pursuant to Blue Springs Home Rule Charter Section 4.4.C – Powers and Duties; Appointments, the Mayor appoints all members of committees, boards, and commissions, with the advice and consent of the majority of the Council. The slate of 2024 Council representative and liaison appointments and reappointments are submitted to Council for approval. Refer to Council Information Form from Assistant to the City Administrator Sheryl Morgan for additional information.

Item 4 – Adams Ridge Rezoning and Planned Development Concept Plan – **Withdrawn**
The public hearing for the consideration to rezone property from “AG – County” (Agriculture – County) to “PD – R” (Planned Development – Residential) and approval of a Planned Development Concept Plan for Adam’s Ridge to allow for 138 single-family lots and eight tracts on 51.06 +/- acres generally located south of SE Sunnyside School Road and west of SE Adams Dairy Parkway (RZ-12-23-8998) and (PDC-12-23-8999) has been withdrawn by the Applicant.

Item 5 – Tommy’s Express Car Wash Rezoning & Planned Development Concept Plan
The Applicant, Kevin Uhl, Frontier Investments, on behalf of the property owner, Philip Zou, is requesting the public hearing for consideration of a Rezoning (RZ-03-24-9093) and Planned Development Concept Plan (PDC-03-24-9095) for Tommy’s Express Car Wash be continued to the June 3, 2024, City Council meeting. A motion to continue is in order.

Item 6 & 7 – 29607 R.D. Mize Road Annexation
A public hearing is being held at the request of the Applicants, Judy D. Smith, Bruce M. Bellington Trust, and Bellington Larry D. Estate, for consideration to approve an annexation of property (approximately 18.47 acres) located at 29607 R.D. Mize Road into the City limits. (ANNX-03-24-9089) Upon conclusion of the public hearing, a Bill approving the Annexation will be ready for

introduction and the first reading. Refer to Council Information Form from City Development Senior Director Mike Mallon for additional information.

Items 8, 9 & 10 – Fike FRDC General Development Plan and Final Plat

A public hearing is being held at the request of the applicant, Jeremy Hull, Hullmark Construction, on behalf of the property owner, Prestige Worldwide Development, for consideration to approve a General Development Plan to construct an approximately 42,000-sf. building to allow for an "Industry, General" use at 2951 NW 7 Highway (GDP-04-24-9098). The applicant is also requesting approval of a Final Plat for Fike FRDC (PF-04-24-9099). Upon conclusion of the public hearing, a Bill approving the General Development Plan and a Bill approving the Final Plat will be ready for introduction and readings. Refer to Council Information Form from City Development Senior Director Mike Mallon for additional information.

Item 11 – Adam's Dairy Parkway Annexation – 2nd reading

Second reading of Bill No. 5208 approving the annexation of the real property that consists entirely of Adams Dairy Parkway Right-of-Way (ROW) north of Wyatt Road (approximately 1.13 +/- acres) into the City limits. (ANNX-03-24-9076). The public hearing and first reading of this Bill was held on May 6, 2024, and the Bill is ready for second reading. (Adams Dairy Parkway ROW north of Wyatt Road Annexation) Refer to Council Information Form from Mike Mallon, Senior Director of City Development for additional information.

Item 12 – Election

Passage of a Bill calling a Special Election for the issuance of $40,000,000 in general obligation bonds by the City of Blue Springs. Refer to Council Information Form from City Administrator Christine Cates for additional information.

CITY OF BLUE SPRINGS, MISSOURI
MINUTES OF COUNCIL MEETING
May 6, 2024

A meeting of the City Council of the City of Blue Springs, Missouri, was held on Monday, May 6, 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 Chris Lievsay presiding.

COUNCILMEMBERS IN ATTENDANCE

Jerry Kaylor
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 Lievsay called the meeting to order at 6:00 p.m. Pastor Dave Hill, CARE Pastor at Harvest Baptist Church of Blue Springs gave the invocation.

Mayor Lievsay led in the pledge of allegiance and the City Clerk confirmed a quorum of the Council was present.

CONSENT AGENDA

Councilmember Ericson moved to approve the following Consent Agenda items and the motion was seconded by Councilmember Kaylor. Councilmember Kaylor requested to remove items 3a and 3g from the Consent Agenda before Council approval of the following items:

- **Resolution 29-2024** 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.
- **Resolution 30-2024** approving Amendment No. 1 to Contract No. 2023-110 with Walter P. Moore and Associates, Inc. in the amount of $12,470 for additional ownership information and easement descriptions necessary to complete the plans for the 2023 Community Development Block Grant Sidewalk Program.
- **Resolution 31-2024** approving Amendment No. 2 to Contract No. 2020-117 with Superior Electrical Construction, Inc. in the amount of $10,000 for On Call Electrical Services.
- **Liquor License for Lookout Bar by East Forty Brewing** located at 425 NE Mock Ave, Blue Springs, MO 64014 to sell intoxicating liquors in the original package for consumption on premises and Sunday Sales.
- **Resolution 32-2024** approving an Amendment to Contract No. 2024-048 in the amount of $1,400,000 with Tandem Paving Co, Inc. for 2024 Street Program, Project 24-01-03.
- **Resolution 33-2024** establishing the 2024 Downtown Master Plan Implementation Task Force and approval of Mayoral appointments to the Task Force.

DRAFT

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

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

ITEM 3a – APPROVAL OF MINUTES

Councilmember Kaylor requested item 3a - Minutes of the April 15, 2024 Meeting #1 and Meeting #2 City Council Meetings and Minutes of the April 29, 2024 City Council Work Session be pulled from the Consent Agenda for separate vote to discuss use of the word “contract” with regard to the Economic Development direction to staff in the Minutes of the April 29, 2024 City Council Work Session.

After Council discussion, Councilmember Culpepper moved to change the word “contract” to “proposal” with regard to the Economic Development direction to staff in the April 29, 2024 City Council Work Session Minutes and approve Item 3a - Minutes of the April 15, 2024 Meeting #1 and Meeting #2 City Council Meetings and Minutes of the April 29, 2024 City Council Work Session. Motion seconded by Councilmember Ericson and carried unanimously.

ITEM 3g – BOARD AND COMMISSION APPOINTMENTS

Councilmember Kaylor requested item 3g – Board and Commission Appointments be pulled from the Consent Agenda for separate vote to discuss applications submitted by candidates.

After Council discussion, Councilmember Edmondson moved to approve item 3g – Board and Commission Appointments. Motion seconded by Councilmember Fowler and carried unanimously.

PUBLIC HEARING – KC CANNABIS CONDITIONAL USE PERMIT (CUP-02-24-9059)

Mayor Lievsay opened the Public Hearing to consider a Conditional Use Permit allowing extended hours of operation for the marijuana dispensary land use on a 1.28 +/- acres property generally located at NW Jefferson and NW Shaw Parkway and requesting to operate the lobby an additional two hours to 10:00 pm and to operate the drive thru 24-hours a day on property addressed 1117 N 7 Highway (CUP-02-24-9059) at 6:16 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 Conditional Use Permit and addressed questions from the Council.

APPLICANT

Applicant Dan Nelson was present and addressed questions from Council.

IN SUPPORT OF

Chamber of Commerce President Lara Vermillion spoke in support of the business and the Conditional Use Permit.

Property Owner Brandon Haverty spoke in support of the business and Conditional Use Permit.

The Mayor hearing no further comments for or against, closed the public hearing at 6:40 p.m.

INTRODUCTION AND 1ST READING – BILL NO. 5206 – KC CANNABIS CONDITIONAL USE PERMIT (CUP-02-24-9059)

Councilmember Culpepper introduced Bill No. 5206 approving a Conditional Use Permit allowing extended hours of operation for the marijuana dispensary land use on a 1.28 +/- acres property generally located at NW Jefferson and NW Shaw Parkway and requesting to operate the lobby an additional two hours to 10:00 pm and to operate the drive thru 24-hours a day on property addressed 1117 N 7 Highway (CUP-02-24-9059). City Clerk Erin Ford made the first reading of Bill No. 5206 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5206 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Ericson and carried unanimously.

MOTION TO AMEND BILL NO. 5206

Councilmember Ericson moved to amend Bill No. 5206 to separate the Conditional Use Permit into two different items for approval with the first being, “The operating hours for the Kansas City Cannabis Company’s lobby be limited to 8:00 AM to 10:00 PM on any day of the week” and the second to be, “The operating hours for the Kansas City Cannabis Company’s drive-thru be up to 24-hours daily.” Motion seconded by Councilmember Culpepper and carried with a vote of 5-1 with Councilmember Fowler voting no.

MOTION TO APPROVE BILL NO. 5206, AS AMENDED

Councilmember Culpepper moved to approve Bill No. 5206, as amended to approve the staff recommendation of, “The operating hours for the Kansas City Cannabis Company’s lobby be limited to 8:00 AM to 10:00 PM on any day of the week” for approval. Motion seconded by Councilmember Edmondson and **failed** with the following vote:

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

MOTION TO APPROVE BILL NO. 5206, AS AMENDED

Councilmember Ericson moved to approve Bill No. 5206, as amended to approve the staff recommendation of, “The operating hours for the Kansas City Cannabis Company’s drive-thru be up to 24-hours daily” for approval. Motion seconded by Councilmember Edmondson and **failed** with the following vote:

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

PUBLIC HEARING – 945 NW VESPER STREET

Mayor Lievsay opened the Public Hearing to consider a Conditional Use Permit allowing the Building and Construction Contractor land

CONDITIONAL USE PERMIT (CUP-02-24-9058)

use on a .25 +/- acre property generally located at NW 10th and Vesper Streets to operate their commercial carpet cleaning business on the property addressed 945 NW Vesper Street (CUP-02-24-9058) at 6:43 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 Conditional Use Permit and addressed questions from the Council.

APPLICANT

Applicant Jose Perez was present and addressed questions from Council.

The Mayor hearing no further comments for or against, closed the public hearing at 6:54 p.m.

INTRODUCTION AND 1ST READING – BILL NO. 5207 - 945 NW VESPER STREET CONDITIONAL USE PERMIT (CUP-02-24-9058)

Councilmember Culpepper introduced Bill No. 5207 approving a Conditional Use Permit allowing the Building and Construction Contractor land use on a .25 +/- acre property generally located at NW 10th and Vesper Streets to operate their commercial carpet cleaning business on the property addressed 945 NW Vesper Street (CUP-02-24-9058). City Clerk Erin Ford made the first reading of Bill No. 5207 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5207 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Kaylor and carried unanimously.

2ND READING – BILL NO. 5208

Ms. Ford made the second reading of Bill No. 5208 by title. Councilmember Edmondson moved to adopt Bill No. 5208 upon its second reading and give it **ORDINANCE NO. 5322,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Ericson and carried with the following vote:

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

PUBLIC HEARING – ADAMS DAIRY PARKWAY RIGHT-OF-WAY ANNEXATION (ANNX-03-24-9076)

Mayor Lievsay opened the Public Hearing to consider an annexation of property that consists entirely of Adams Dairy Parkway Right-of-Way north of Wyatt Road of approximately 1.13 +/- acres into the City limit (ANNX-03-24-9076) at 6:55 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

Director of City Development Mike Mallon reviewed the details of the proposed Annexation and addressed questions from the Council.

The Mayor hearing no further comments for or against, closed the public hearing at 6:59 p.m.

INTRODUCTION AND 1ST READING – BILL NO. 5208 – ADAMS DAIRY PARKWAY RIGHT-OF-WAY ANNEXATION (ANNX-03-24-9076)

Councilmember Culpepper introduced Bill No. 5208 approving an annexation of property that consists entirely of Adams Dairy Parkway Right-of-Way north of Wyatt Road of approximately 1.13 +/- acres into the City limit (ANNX-03-24-9076). City Clerk Erin Ford made the first reading of Bill No. 5208 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5208 upon its first reading and proceed with the second reading at the May 20, 2024 City Council Meeting. Motion seconded by Councilmember Ericson and carried unanimously.

INTRODUCTION AND 1ST READING – BILL NO. 5209 – CODE AMENDMENT – NO PARKING NE SUNNYSIDE SCHOOL ROAD

Councilmember Culpepper introduced Bill No. 5209 amending Schedule III. Prohibited Parking – Certain Sections of Designated Streets, Table III-E. Parking Restrictions Concerning School Locations, in Title III, Section 355.010 of the of the Code of Ordinances, City of Blue Springs, Missouri, to include portions of NE Sunnyside School Road. City Clerk Erin Ford made the first reading of Bill No. 5209 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5209 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Kaylor and carried unanimously.

2ND READING – BILL NO. 5209

Ms. Ford made the second reading of Bill No. 5209 by title. Councilmember Edmondson moved to adopt Bill No. 5209 upon its second reading and give it **ORDINANCE NO. 5323,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Ericson and carried with the following vote:

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

INTRODUCTION AND 1ST READING – BILL NO. 5210 – JACKSON COUNTY COMMUNITY BACKED ANTI-DRUG TAX SCHOOL BASED INITIATIVE

Councilmember Culpepper introduced Bill No. 5210 approving a one-year contract in the amount of $225,000.00 with Jackson County Community Backed Anti-Drug Tax, for a Law Enforcement School Based Initiative. City Clerk Erin Ford made the first reading of Bill No. 5210 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5210 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Kaylor and carried unanimously.

2ND READING – BILL NO. 5210

Ms. Ford made the second reading of Bill No. 5210 by title. Councilmember Edmondson moved to adopt Bill No. 5210 upon its second reading and give it **ORDINANCE NO. 5324,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Culpepper and carried with the following vote:

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

INTRODUCTION AND 1ST READING – BILL NO. 5211– FACILITY USE AGREEMENT WITH THE JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MISSOURI

Councilmember Culpepper introduced Bill No. 5211 approving a Facility Use Agreement between the City of Blue Springs and the Junior College District of Metropolitan Kansas City, Missouri. City Clerk Erin Ford made the first reading of Bill No. 5211 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5211 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Kaylor and carried unanimously.

2ND READING – BILL NO. 5211

Ms. Ford made the second reading of Bill No. 5211 by title. Councilmember Edmondson moved to adopt Bill No. 5211 upon its second reading and give it **ORDINANCE NO. 5325,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Culpepper and carried with the following vote:

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

INTRODUCTION AND 1ST READING – BILL NO. 5212 – FISCAL YEAR 2023-24 BUDGET AMENDMENT

Councilmember Culpepper introduced Bill No. 5212 amending the 2023-24 annual budget increasing the previously adopted and amended budget of $85,746, 282 by $3,351,129 to $89,097,411. City Clerk Erin Ford made the first reading of Bill No. 5212 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5212 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Kaylor and carried unanimously.

2ND READING – BILL NO. 5212

Ms. Ford made the second reading of Bill No. 5212 by title. Councilmember Edmondson moved to adopt Bill No. 5212 upon its second reading and give it **ORDINANCE NO. 5326,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Kaylor and carried with the following vote:

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

PRESENTATION – SNI-A-BAR WASTEWATER TREATMENT FACILITY

Assistant Director of Public Works Adam Hilgedick introduced Matt Say and Brandon Coleman with HDR Engineering to present an update on the Sni-a-Bar Wastewater Facility Plan.

MOTION TO DIRECT STAFF REGARDING SNI-A-BAR WASTEWATER TREATMENT FACILITY

Councilmember Kaylor moved to direct staff to pursue the application for State Revolving Funding. Motion seconded by Councilmember Ericson and carried unanimously.

DISCUSSION – INOPERABLE VEHICLE CODE

Council discussed alternatives and potential City Code Amendments to add unlicensed and unregistered motor vehicles to the definition of inoperable for vehicles on private property.

MOTION TO DIRECT STAFF REGARDING INOPERABLE VEHICLE CODE

Councilmember Kaylor moved to direct staff to review the Inoperable Vehicle Code of surrounding communities and present options to Council. Motion seconded by Councilmember Ericson and carried unanimously.

VISITORS

Citizen Doug Stacer spoke in support of additional restrictions for inoperable vehicles.

COUNCIL COMMENTS

Councilmember Edmondson stated that the Market on Main opened Saturday, May 4 on the City lot and was well attended.

MAYORAL ANNOUNCEMENTS

Mayor Lievsay presented Councilmember Galen Ericson with a pin recognizing five years of service to the City.

Mayor Lievsay recognized Local Government and Professional Municipal Clerks week with a Proclamation.

Mayor Lievsay also recognized that next week is National Police Week. The Fallen Officer Memorial will be held next Thursday, May 16, 2024 in front of the Public Safety Building.

Mayor Lievsay mentioned the Downtown Master Plan Implementation Task Force that was approved as part of the Consent Agenda.

CLOSED SESSION

At 7:52 p.m., Councilmember Kaylor moved for the Council go into closed session pursuant to Section 610.021(1) Revised Statutes of Missouri, for the purpose of privileged communications between a governmental body or its representative and legal counsel relating to Litigation and that any minutes, documents and other records discussed or taken during the closed session remain closed, and that the special meeting of this body stand adjourned at the completion of such session. Motion seconded by Councilmember Ericson and carried with the following votes:

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

CITY OF BLUE SPRINGS

ATTEST

Chris Lievsay, Mayor

Erin Ford, City Clerk

CITY OF BLUE SPRINGS, MISSOURI
MINUTES OF SPECIAL CITY COUNCIL MEETING
May 14, 2024

A Special Meeting of the City Council of the City of Blue Springs, Missouri, was held on Tuesday, May 14, 2024, at 5:00 p.m. at the Administration Training Room of Blue Springs City Hall, 903 W. Main Street, Blue Springs, Missouri with Mayor Chris Lievsay presiding.

COUNCILMEMBERS IN ATTENDANCE IN PERSON

Jerry Kaylor
Ron Fowler
Galen Ericson
Kent Edmondson
Susan Culpepper

Also present were City Administrator Christine Cates, Interim City Attorney John Mullane, Assistant City Administrator Dennis Dovel, Assistant to the City Administrator Sheryl Morgan, Director of Public Works Tom Degenhardt, Assistant Director of Public Works Adam Hilgedick and City Clerk Erin Ford.

CALL MEETING TO ORDER AND CONFIRMATION OF QUORUM

Mayor Lievsay called the meeting to order at 5:00 p.m. and the City Clerk confirmed a quorum of the Council was present.

DISCUSSION

City Administrator Christine Cates, Director of Public Works Tom Degenhardt and Assistant Director of Public Works Adam Hilgedick presented information and led a discussion of which projects to include in the no tax increase bond issue for the August 6, 2024 election.

Council reviewed the details of each proposed project individually:

A. widening and improving Vesper Street from Woods Chapel Road to 15th Street
B. improving Woods Chapel Road from Walnut Street to US 40 Highway
C. improving Adams Dairy Parkway at Duncan Road
D. constructing SW 12th Street from SW Southcrest Drive to Wyatt Road
E. Adams Dairy Parkway street light improvements
F. widening and improving Walnut Street from Woods Chapel Road to 15th Street
G. Neighborhood Street Preservation Program
H. Downtown Master Plan Capital Improvements

After Council discussion, Mayor Lievsay asked Council to provide direction to Staff regarding the proposed projects.

MOTION TO DIRECT STAFF

Councilmember Kaylor moved to approve 40 million dollars in bonds and remove widening and improving Vesper Street from Woods Chapel Road to 15th Street and replacing with improvements to Mock from 7 Highway to Sunnyside, also changing the language from improving Woods Chapel Road from Walnut Street to US 40 Highway to improving the intersection at Woods Chapel and 40 Highway. Motion seconded by Councilmember Culpepper and carried with the following vote:

Kaylor – Aye
Fowler – Aye
Edmondson – Aye
Culpepper – Aye

Ericson– Aye Mayor Lievsay – Aye

ADJOURNMENT At 6:22 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:

_____
Chris Lievsay, Mayor

_____
Erin Ford, City Clerk

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: May 15, 2024

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

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

ISSUE/REQUEST

Approve a new liquor license for The Keg Blue Springs LLC located at 1122 W Main Street, Blue Springs, MO 64015 to sell intoxicating liquors by the drink for consumption on premises and Sunday Sales. The Keg LLC currently occupies this space, this is just an ownership change.

BACKGROUND/JUSTIFICATION

The Managing Agent for The Keg Blue Springs LLC is Brent Kragness located at 2815 NW 4th Street Terrace, Blue Springs, MO 64014.

FINANCIAL IMPACT

Contractor:	The Keg Blue Springs LLC	
Budget Year:	FY 2023-24 & 2024-2025	
Revenue to be Received:	$750	
Revenue Account No.	100-00000-410200	Date: 5/14/2024

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
June 1, 2024	June 30, 2025

STAFF RECOMMENDATION

Staff recommends approval.

LIST OF REFERENCE DOCUMENTS ON FILE WITH THE BUSINESS SERVICES DIVISION

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

REVIEWED BY:

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

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: May 15, 2024

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

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

ISSUE/REQUEST

Approve a new liquor license for Tuscany's Fine Italian Dining Corporation dba Tuscany's Fine Italian Dining located at 705 NW 7 Highway, Blue Springs, MO 6415 to sell intoxicating liquors by the drink for consumption on premises and Sunday Sales. Tuscany's Fine Italian Dining is changing locations.

BACKGROUND/JUSTIFICATION

The Managing Agent for Tuscany's Fine Italian Dining Corporation dba Tuscany's Fine Italian Dining is Kristin Murseli located at 3538 Baltimore Avenue, Kansas City, MO 64111.

FINANCIAL IMPACT

Contractor:	Tuscany's Fine Italian Dining Corporation
Budget Year:	FY 2023-24 & 2024-2025
Revenue to be Received:	$812.50
Revenue Account No.	100-00000-410200 Date: 5/14/2024

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
June 1, 2024	June 30, 2025

STAFF RECOMMENDATION

Staff recommends approval.

LIST OF REFERENCE DOCUMENTS ON FILE WITH THE BUSINESS SERVICES DIVISION

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

REVIEWED BY:

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

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: April 5, 2024 **CONTRACT NO.**

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

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

ISSUE/REQUEST

Adopt a Resolution approving a contract in the amount of $692,233.14 with Quality Plumbing, Inc. for the Lake Village Blvd. Storm Project. Storm infrastructure improvement project is approved as a CIP COVID-19 ARPA for Storm Water Project Lake Village Blvd.

BACKGROUND/JUSTIFICATION

There are three City-owned storm water pipes at Lake Village Blvd. that are failing due to wear and tear over time. The Public Works Department televised the storm water pipes to determine the extent of the damage. Some of the damages include, but are not limited to, multiple separated joints, washouts, and rusted out bottoms. To bring this area of storm water infrastructure back to an appropriate condition, all three pipes will need to be replaced.

On March 7, 2023 the City of Blue Springs Public Works Department entered into contracts with Genesis Environmental Solutions, Inc., J & N Utilities, Inc., Quality Plumbing, Inc., and SHEDIGS IT, L.L.C. for On Call Infrastructure Repair and Replacement. The Public Works Department requested all interested contractors attend a construction meeting on Monday, March 18, 2024 to get details about the Lake Village Blvd. Storm Project for bidding purposes. Two of the four contractors attended the construction meeting. All four contractors were provided with necessary information and documentation in order to bid the project.

The following four quote options were requested from the contractors:

- Quote Option One: Removal and replacement of 60” x 295.8’ storm line, with contractor providing 100% of the labor and materials.
- Quote Option Two: Removal and replacement of 60” x 295.8’ storm line, with contractor providing all labor and traffic control, and City providing pipe and spoil removal.
- Quote Option Three: Removal and replacement of the 60” x 295.8’ storm pipe, 18” x 29.5’ storm pipe, and 24” x 226.9’ storm pipe, with the contractor providing 100% of the labor and materials.
- Quote Option Four: Removal and replacement of the 60” x 295.8’ storm pipe, 18” x 29.5’ storm pipe, and 24” x 226.9’ storm pipe, with contractor providing all labor and traffic control, and City providing pipe and spoil removal.

Quality Plumbing, Inc. was the only contractor out of the four contractors to provide quotes of four different quote options requested. Quality Plumbing, Inc. was selected as the winning bidder to complete the project. Quote Option Three of the four was selected, as it was determined to be the most cost-efficient option and would allow for maximum efficiency, for both parties, throughout the duration of the project. Completion of this project will ensure that storm water can effectively flow through the storm water infrastructure in this area.

FINANCIAL IMPACT

Contractor:	Quality Plumbing, Inc.
Amount of Request/ Contract:	$692,233.14
Amount Budgeted:	$650,000
Budget Year:	FY23/24
Funding Source/Account #:	115-00000-545125 Covid19-ARPA
Account Balance:	$650,000 Date: 4/24/2024
Additional Funds Needed:	$42,233.14 - Budget Transfer Received
Funding Source/Account #:	115-00000-545115 Covid19-ARPA

PROJECT TIMELINE

Estimated Start Date	**Estimated End Date**
May 6, 2024	December 31, 2024
Years and Months Contract in effect	**Number of times renewable**
7 Months	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. 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: 25
IRS Form W-9:	☒	
Bid/RFP/RFQ: (submit all)	☒	
Bid/RFP/RFQ Tabulation:	☐	N/A
Bid Waiver: (less than three bids)	☒	
Contractor address and email:	☐	1731 Howell St. North Kansas City, MO 64116 plumbing@qualityplumbing.com
Project Exemption Certificate needed:	☒	
Other:	☐	N/A

A RESOLUTION APPROVING A CONTRACT WITH QUALITY PLUMBING, INC. FOR LAKE VILLAGE BLVD STORM INFRASTRUCTURE IMPROVEMENT PROJECT

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

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

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

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

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

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

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

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

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

WHEREAS, the Public Works Department is seeking to complete a storm infrastructure improvement project at Lake Village Blvd; and

WHEREAS, the Public Works Department entered into a contract on March 7, 2023 with Genesis Environmental Solutions, Inc., J & N Utilities, Inc., Quality Plumbing, Inc. and SHEDIGS IT, L.L.C. for On Call Infrastructure Repair and Replacement. ; and

WHEREAS, the Public Works Department requested all interested contractors to attend a construction meeting for information to bid the Department's 2024 Strom Projects; and

WHEREAS, two of the four contractors attended the construction meeting; and

WHEREAS, the Department received one bid and now recommends that the City award a contract to Quality Plumbing, Inc., for work based on scope of services in the amount of $692,233.14.

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 between with Quality Plumbing, Inc. for the Lake Village Blvd Storm Infrastructure Improvement Project in the amount of $692,233.14. A copy of the proposed Contract is attached hereto as Exhibit "A" and is incorporated herein.

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 20th day of May, 2024.

CITY OF BLUE SPRINGS

ATTEST:

_____
Chris Lievsay, Mayor

_____
Erin Ford, City Clerk

EXHIBIT A

EFFECTIVE DATE: May 6, 2024	TERMINATION DATE: December 31, 2024	CONTRACT NUMBER:

CITY	CONTRACTOR
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**	**Quality Plumbing, Inc.** **1731 Howell St.** **North Kansas City, MO 64116**
Attention: Tom Degenhardt	Attention: Austin Richardson
Department: Public Works	Phone: (816)-472-4994
Phone: (816)-228-0195	

CONTRACTOR CONTRACT

THIS CONTRACT, made and entered into this 6 day of May 2024, by the parties identified above.

WITNESSETH:

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

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

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

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

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

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

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

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

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

7. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this contract exceed, the sum of **($692,233.14)** unless agreed to by City and Contractor in writing.

8. **Termination of Contract.**

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

of termination shall be the date upon which notice of termination is hand delivered to Contractor or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished deconstruction, reconstruction, new construction, repairs, and materials as required of the Contractor under this contract shall at the option of the City become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such project; provided, that the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Contractor.

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

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

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

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

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

13. **Compliance with Laws**. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products

hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

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

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

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

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

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

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

18. **Insurance.** Contractor agrees to maintain insurance as set forth below and provide to City certificates of coverage evidencing said coverage at the time of signing of this contract and on each anniversary of such insurance coverage during the term of this contract and any renewals, which certificates, if available and possible, contains a provision that the policy will not be cancelled unless and until thirty (30) days' notice of said cancellation has been given to the City, but, in any event, the Contractor, any time after the Contract has been signed, shall notify the City of any impending cancellation, actual cancellation, termination or nonrenewal of the policy by faxing or delivering to the City a copy of the insurer's cancellation, termination or nonrenewal notice to Contractor within two (2) business days of Contractor's receipt of said notice. Contractor

shall also advise the City in writing within two (2) business days of any oral or other advisement by the insurer of any impending cancellation, actual cancellation, termination or nonrenewal of the policy. (If the City gives written permission for some of the work under this contract to be subcontracted or it is subcontracted, Contractor shall assure that the subcontractor has the insurance set forth below and that the City and Contractor are listed as an additional insured on all of subcontractor's policies):

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

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

c. Workers' Compensation: statutory requirements.

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

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

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

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

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

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

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

f. This contract, and any part of it, is not intended to act as a waiver or limitation of City, or any of its officer's, agent's or employee's rights and/or defenses with regard to sovereign or any other immunity or defense under Federal Law, Missouri Law or Municipal Regulation.

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

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

22. **Prevailing Wage**. If this contract is estimated to exceed $75,000 for the total project cost, not less than the prevailing hourly rate of wages for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri, shall be paid to all workers performing work under this contract. The penalties forfeited to the City for violations of the Prevailing Wage Act for each workman employed, for each calendar day, or portion thereof, such workman is paid less than their said stipulated rates for any work done under said contract shall be one hundred dollars ($100) per worker, per day. An Affidavit of Compliance with the Prevailing Wage Law as set forth in Exhibit 2 shall be completed by Contractor and every Subcontractor on the project prior to final payment.

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

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

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

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

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

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

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

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

self-employed individual with no employees), partnerships, corporations, contractors, and subcontractors.

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

Work Authorization Affidavit

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

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 Adam Gray, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Adam Gray and I am currently the President of Quality Plumbing (hereinafter "Company"), whose business address is 1731 Howell St Nixa MO, 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.

Quality Plumbing
Affiant / Contractor

Adam Gray
Printed Name

Subscribed and sworn to before me this 6th day of MAY, 2024.

SEAL

Notary Public

PHILIP C GRAY
Notary Public, Notary Seal
State of Missouri
Clay County
Commission # 14628675
My Commission Expires 08-25-2026

25. **Anti-Discrimination Against Israel Act.** Pursuant to Section 34.600, RSMo, Advisor agrees to comply with Missouri law regarding the Anti- Discrimination Against Israel Act, and execution of this Superseding Addendum constitutes Advisor'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.

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

27. **Jurisdiction**. This contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this contract be litigated, venue shall be proper only in the Circuit Court of Jackson County, Missouri at Independence.

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

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

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

31. **Performance Bond.** Prior to commencement of work and ending upon acceptance of the work by the City, Contractor shall maintain a performance bond in a form acceptable to the City Attorney, in an amount equal to 100% of the total cost of completing the work, as determined by the City, conditioned upon the faithful performance of the provisions, terms and conditions of the contract. The performance bond shall name the City as an oblige and copies of certifications of such bond shall be delivered to the City prior to the commencement of construction.

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

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

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

CONTRACTOR: Quality Plumbing, Inc.

By: Josh Barber
Name: Josh Barber
Title: Underground Project manager

CITY OF BLUE SPRINGS, MISSOURI

Christine Cates, City Administrator

APPROVED AS TO FORM

John Mullane, Interim City Attorney

Exhibit 1 to Contract Scope of Work		
Name of Contractor	Quality Plumbing, Inc.	
Scope of Work (Job Description)	The Lake Village Blvd Strom Project, for storm infrastructure improvement, will include removal and replacement of the existing storm infrastructure. All work shall be performed in accordance with the Scope of Work set out in Contractor's April 5th, 2024 Quote, attached hereto, and incorporated herein as Attachment A. Attachments: 1) Prevailing Wage Order #30, by reference	
Start Date	May 6, 2024	
Interim Deadlines (if applicable)	**Date** **N/A**	**Phase of Project To Be Completed**
Final Completion Deadline	December 31, 2024	
Reimbursable Expenses	☒ None ☐ Travel, Lodging, Meals, Phone Calls, Copying, Postage	
Maximum Payment	$692,233.14	Maximum payment for services rendered
	N/A	Maximum amount of expenses to be reimbursed
	$692,233.14	Total maximum amount to be paid to Contractor
Method of Payment	☒ Lump sum of entire amount upon satisfactory completion of project ☐ Monthly payments based on rate of $_____ per hour ☐ Incremental payments as follows: ☐ ____% retainage held until completion of project.	

Quality Plumbing, INC.
1731 Howell
North Kansas City, MO 64116
(816) 472-4994

BILL TO
City of Blue Springs
903 West Main Street
Blue Springs, MO 64015 USA

ESTIMATE	ESTIMATE DATE
50230719	Dec 28, 2023

JOB ADDRESS
City of Blue Springs
3613 Southwest Lake Shore Drive
Blue Springs, MO 64014 USA

Job: 49970813

ESTIMATE DETAILS

Project 1-60in. With City Help.:
Thank you for the opportunity to provide a proposal. The following scope of work has been developed through conversations, on-site visits, and our understanding of the project. We propose to furnish the necessary equipment, materials, tools, and labor to accomplish the scope listed below.

❖Overview:
•Quality plumbing will be replacing the storm line between houses 3712 Christiansen drive and 3613 SW Lake Village Blvd. This Line is 60in. diameter and runs 300ft long, it crosses multiple yards and diagonal across SW Lake Village Blvd. Quality Plumbing will supply all the material and uncharge of the haul off of the spoils from under road way. We will restore the road to the City Of Blue Springs specifications, that will consist of backfilling with clean gravel up 8in. of the top or road grade, this will then be followed by a 6in. concrete cap, followed by 2" of asphalt. This will only be required for the with of the ditch. At the end of the line there will be a concrete head wall to be replaced once new pipe is installed, it will be complete with handrail. Quality plumbing will also be responsible for removing the fences as needed in the yards and installing temporary fence, and repairing the fence once work is completed. and and all trees that need to be removed will also be handled by Quality Plumbing, Road closure or sidewalk closures will be supplied by Quality plumbing. The new pipe will be push joint pipe and we will install that according to manufactured specifications, we will be using reducing junction boxes to make the transitions to the lines that tie in.

❖Clarifications:
•Material For Installation: Double wall HDPE corrugated pipe.
•Size Of Line: 60in.
•Length Of Installation: 300ft.
•Tie-ins: 3

❖Proposal Includes the Following:
•Procure order and take delivery of all materials needed for the scope of work.
•Coordinate with personnel and provide a job plan with all safety concerns accounted for.
•Mobilize for assigned work.
•Call for utility Locates
•Pothole to verify the depth and actual location of the many utility crossings.

•Notify home owners of when work is to be started.
•Coordinate with the home owners the fencing removal and temporary fences installed.
•Coordinate the necessary tree removal.
•Have the street and sidewalk closers put into place.
•Have the street and sidewalk saw cut for removal.
•Pothole Utilities to verify depth and have for viewing.
•Start excavating old storm line and removing while continuing excavation.
•Haul off old storm piping and setting new piping while moving down the line.
•Install new HDPE piping.
•Make repairs to fence once pipe in stalled.
•Pour roadway back to Blue springs Spec.
•Repair driveway.
•Rip-rap the pipe where it dumps into ditch.
•Clean up work area and all related construction debris.
•Coordinate a post construction meeting with personnel to accept work as proposed.

❖Our Proposal Excludes the Following:
•Any additional costs for Permit/License required other then the ones listed will be added to final job costs.
•Any Private utilities that need to be located.
•Any bedrock impeding the excavation process will be removed at a hourly rate.
•Repairing and lines that tie into storm that are damaged from previous events.
•Any work needed to the concrete drainage ditch past the headwall.
•Any work needed to fix drainage ditches.
•Any problems or issues outside of the scope of work and described above. Any findings will be brought to your immediate attention.

❖Clarifications:
•It is the responsibility of the customer to remove of cover any belongings in the work are prior to Quality Plumbing mobilization.
•If there are repairs needed outside of this scope of work, additional work will be communicated, and if approved, we will document and bill as time and material in addition to the quoted job.
•The City Of Blue Springs will be responsible for all the haul off/ Dump Trucks/ and Pipe Materials.

❖Thank you for the opportunity to provide this proposal. Due to material price increases, the above is good from 14 days. Work must be done in a continuous manner Monday to Friday in normal business hours (8:00 am to 4:30 pm).

TASK	DESCRIPTION	QTY	PRICE	TOTAL
1	Operator	1.00	$103,600.00	$103,600.00
2	Excavation Laborer Per Day	1.00	$109,200.00	$109,200.00
3	Materials: Rock Concrete Collars Misc Materials	1.00	$31,384.65	$31,384.65
4	Hydro Excavating	1.00	$11,400.00	$11,400.00
5	Concrete Pour Back	1.00	$51,840.00	$51,840.00
6	Road plates	1.00	$13,518.35	$13,518.35
7	Saw cuts	1.00	$16,158.38	$16,158.38

8	Yard Restoration	1.00	$16,818.35	$16,818.35
9	Fencing repair and temporary	1.00	$10,752.00	$10,752.00
10	Flagging for roadway	1.00	$15,840.00	$15,840.00
11	Tree Removal	1.00	$4,800.00	$4,800.00

SUB-TOTAL	$385,311.73
TAX 0%	$0.00
TOTAL	$385,311.73

CUSTOMER AUTHORIZATION

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary above is furnished by Quality Plumbing Inc. as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed.

Sign here Date

Quality Plumbing, INC.
1731 Howell
North Kansas City, MO 64116
(816) 472-4994

BILL TO
City of Blue Springs
903 West Main Street
Blue Springs, MO 64015 USA

ESTIMATE	ESTIMATE DATE
49961950	Dec 14, 2023

JOB ADDRESS
City of Blue Springs
3613 Southwest Lake Shore Drive
Blue Springs, MO 64014 USA

Job: 49970813

ESTIMATE DETAILS

Project 1-60in. Contractor Supply. (Plumbing Estimate):
Thank you for the opportunity to provide a proposal. The following scope of work has been developed through conversations, on-site visits, and our understanding of the project. We propose to furnish the necessary equipment, materials, tools, and labor to accomplish the scope listed below.

❖Overview:
•Quality plumbing will be replacing the storm line between houses 3712 Christiansen drive and 3613 SW Lake Village Blvd. This Line is 60in. diameter and runs 300ft long, it crosses multiple yards and diagonal across SW Lake Village Blvd. Quality Plumbing will supply all the material and in charge of the haul off of the spoils from under road way. We will restore the road to the City Of Blue Springs specifications, that will consist of backfilling with clean gravel up 8in. of the top or road grade, this will then be followed by a 6in. concrete cap, followed by 2" of asphalt. This will only be required for the with of the ditch. At the end of the line there will be a concrete head wall to be replaced once new pipe is installed, it will be complete with handrail, this will not impact the side walling in the trench and will not need replacing. Quality plumbing will also be responsible for removing the fences as needed in the yards and installing temporary fence, and repairing the fence once work is completed, This will include being responsible for the landscaping IE. seeding and straw mat. Trees removal that is needed will also be handled by Quality Plumbing, lane closure or sidewalk closures will be supplied by Quality plumbing to include the use of flagging to accommodate traffic. The new pipe will be push joint pipe and we will install that according to manufactured specifications, we will be using reducing transition boxes at the intersecting points to make necessary tie-ins to make the transitions to the lines that tie in.

❖Clarifications:
•Material For Installation: Double wall HDPE corrugated pipe.
•Size Of Line: 60in.
•Length Of Installation: 300ft.
•Tie-ins: 3

❖Proposal Includes the Following:
•Procure order and take delivery of all materials needed for the scope of work.
•Coordinate with personnel and provide a job plan with all safety concerns accounted for.
•Mobilize for assigned work.

•Call for utility Locates
•Pothole to verify the depth and actual location of the many utility crossings.
•Notify home owners of when work is to be started.
•Coordinate with the home owners the fencing removal and temporary fences installed.
•Coordinate the necessary tree removal.
•Have the street and sidewalk closers put into place.
•Have the street and sidewalk saw cut for removal.
•Pothole Utilities to verify depth and have for viewing.
•Start excavating old storm line and removing while continuing excavation.
•Haul off old storm piping and setting new piping while moving down the line.
•Install new HDPE piping.
•Make repairs to fence once pipe in stalled.
•Pour roadway back to Blue springs Spec.
•Repair driveway.
•Rip-rap the pipe where it dumps into ditch.
•Clean up work area and all related construction debris.
•Coordinate a post construction meeting with personnel to accept work as proposed.

❖Our Proposal Excludes the Following:
•Any additional costs for Permit/License required other then the ones listed will be added to final job costs.
•Any Private utilities that need to be located.
•Any bedrock impeding the excavation process will be removed at a hourly rate.
•Repairing and lines that tie into storm that are damaged from previous events.
•Any work needed to the concrete drainage ditch past the headwall.
•Any work needed to fix drainage ditches.
•Any problems or issues outside of the scope of work and described above. Any findings will be brought to your immediate attention.

❖Clarifications:
•It is the responsibility of the customer to remove of cover any belongings in the work are prior to Quality Plumbing mobilization.
•If there are repairs needed outside of this scope of work, additional work will be communicated, and if approved, we will document and bill as time and material in addition to the quoted job.

❖Thank you for the opportunity to provide this proposal. Due to material price increases, the above is good from 30 days. Work must be done in a continuous manner Monday to Friday in normal business hours (8:00 am to 4:30 pm).

TASK	DESCRIPTION	QTY	PRICE	TOTAL
1	Operator	1.00	$103,600.00	$103,600.00
2	Excavation Labor	1.00	$109,200.00	$109,200.00
3	Pipe Rock Concrete Collars T's	1.00	$108,889.18	$108,889.18
4	Hydro Excavating	1.00	$11,400.00	$11,400.00
5	Concrete Pour Back	1.00	$51,840.00	$51,840.00
6	Tandem Axel Dump Truck	1.00	$16,818.35	$16,818.35

7	Road plates	1.00	$13,518.35	$13,518.35
8	Saw cuts	1.00	$16,158.35	$16,158.35
9	Yard restoration.	1.00	$16,818.35	$16,818.35
10	Flagger for roadway	1.00	$15,840.00	$15,840.00
11	Fence repair and temporary fence	1.00	$10,752.00	$10,752.00
12	Tree Removal	1.00	$4,800.00	$4,800.00

SUB-TOTAL	$479,634.58
TAX 0%	$0.00
TOTAL	$479,634.58

CUSTOMER AUTHORIZATION

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary above is furnished by Quality Plumbing Inc. as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed.

Sign here Date

Quality Plumbing, INC.
1731 Howell
North Kansas City, MO 64116
(816) 472-4994

BILL TO
City of Blue Springs
903 West Main Street
Blue Springs, MO 64015 USA

ESTIMATE	ESTIMATE DATE
50108446	Dec 21, 2023

JOB ADDRESS
City of Blue Springs
3613 Southwest Lake Shore Drive
Blue Springs, MO 64014 USA

Job: 49970813

ESTIMATE DETAILS

Project 1-Quote 2 Contractor Provide. (Plumbing Estimate):
Thank you for the opportunity to provide a proposal. The following scope of work has been developed through conversations, on-site visits, and our understanding of the project. We propose to furnish the necessary equipment, materials, tools, and labor to accomplish the scope listed below.

❖Overview:
•Quality plumbing will excavate the 24in. storm line that runs parallel to SW Lake Village Blvd. This line starts at the storm box located next to SW Lake Shore Blvd. and SW Brandywine Cir. we will remove pipe out of the box with out damaging it, it will then run parallel to the road way to the west going under several driveways and runs underneath the sidewalk. It will make its tie into the main storm line on the north side of the house at 3712 Christiansen Dr. in front of the driveway. there is a 18in line access the street that will need to be repaired as well. These lines will be tied in using the reducing T's that are on the 60" line. This quote also includes removing all of the 60in line and concrete head wall, to include road repair.

❖Clarifications:
•Material For Installation: Double wall HDPE corrugated pipe.
•Size Of Line: 18in, 24in, 60in.
•Length Of Installation: 300ft 24 in, 30 ft 18in, 300ft 60in.
•Tie-ins: 3

❖Proposal Includes the Following:
•Procure order and take delivery of all materials needed for the scope of work.
•Coordinate with personnel and provide a job plan with all safety concerns accounted for.
•Mobilize for assigned work.
•Call for utility Locates
•Pothole to verify the depth and actual location of the many utility crossings.
•Notify home owners of when work is to be started.
•Have the street and sidewalk closers put into place.
•Have the street and sidewalk saw cut for removal.
•Pothole Utilities to verify depth and have for viewing.

•Start excavating old storm line and removing while continuing excavation.
•Haul off old storm piping and setting new piping while moving down the line.
•Install new HDPE piping.
•Driveways will be backfilled with gravel to keep home owners access.
•Pour roadway back to Blue springs Spec.
•Pour back all the sidewalk that was removed to install new storm line.
•Repair driveway all affected driveways.
•Install street plates to keep road way open.
•Clean up work area and all related construction debris.
•Coordinate a post construction meeting with personnel to accept work as proposed.

❖Our Proposal Excludes the Following:
•Any additional costs for Permit/License required other then the ones listed will be added to final job costs.
•Any Private utilities that need to be located.
•Any bedrock impeding the excavation process will be removed at a hourly rate.
•Any problems or issues outside of the scope of work and described above. Any findings will be brought to your immediate attention.

❖Clarifications:
•It is the responsibility of the customer to remove of cover any belongings in the work are prior to Quality Plumbing mobilization.
•If there are repairs needed outside of this scope of work, additional work will be communicated, and if approved, we will document and bill as time and material in addition to the quoted job.
•Quality will provide all materials.

❖Thank you for the opportunity to provide this proposal. Due to material price increases, the above is good from 30 days. Work must be done in a continuous manner Monday to Friday in normal business hours (8:00 am to 4:30 pm).

TASK	DESCRIPTION	QTY	PRICE	TOTAL
1	Operator	1.00	$162,800.00	$162,800.00
2	Excavation Laborer	1.00	$171,600.00	$171,600.00
3	Pipe 60in/24in Rock Concrete Collars T's	1.00	$129,376.62	$129,376.62
4	Hydro Excavating	1.00	$19,000.00	$19,000.00
5	Tandem Axel Dump Truck	1.00	$13,800.00	$13,800.00
6	Road plates/ Barricades	1.00	$18,256.77	$18,256.77
7	Saw cuts	1.00	$25,012.98	$25,012.98
8	Pouring back driveways and sidewalk, road asphalt.	1.00	$100,198.00	$100,198.00
9	Yard Restoration	1.00	$25,596.77	$25,596.77
10	Flaggers	1.00	$15,840.00	$15,840.00

11	Temporary fence and repairs	1.00	$10,752.00	$10,752.00

SUB-TOTAL	$692,233.14
TAX 0%	$0.00
TOTAL	$692,233.14

CUSTOMER AUTHORIZATION

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary above is furnished by Quality Plumbing Inc. as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed.

Sign here Date

Quality Plumbing, INC.
1731 Howell
North Kansas City, MO 64116
(816) 472-4994

BILL TO
City of Blue Springs
903 West Main Street
Blue Springs, MO 64015 USA

ESTIMATE	ESTIMATE DATE
50225638	Dec 28, 2023

JOB ADDRESS
City of Blue Springs
3613 Southwest Lake Shore Drive
Blue Springs, MO 64014 USA

Job: 49970813

ESTIMATE DETAILS

Project 1 Quote 2-With City.: Thank you for the opportunity to provide a proposal. The following scope of work has been developed through conversations, on-site visits, and our understanding of the project. We propose to furnish the necessary equipment, materials, tools, and labor to accomplish the scope listed below.

❖Overview:
•Quality plumbing will excavate the 24in. storm line that runs parallel to SW Lake Village Blvd. This line starts at the storm box located next to SW Lake Shore Blvd. and SW Brandywine Cir. we will remove pipe out of the box with out damaging it, it will then run parallel to the road way to the west going under several driveways and runs underneath the sidewalk. It will make its tie into the main storm line on the north side of the house at 3712 Christiansen Dr. in front of the driveway. there is a 18in line access the street that will need to be repaired as well. These lines will be tied in using the reducing T's that are on the 60" line. This quote also includes removing all of the 60in line and concrete head wall, to include road repair.

❖Clarifications:
•Material For Installation: Double wall HDPE corrugated pipe.
•Size Of Line: 18in, 24in, 60in.
•Length Of Installation: 300ft 24 in, 30 ft 18in, 300ft 60in.
•Tie-ins: 3

❖Proposal Includes the Following:
•Procure order and take delivery of all materials needed for the scope of work.
•Coordinate with personnel and provide a job plan with all safety concerns accounted for.
•Mobilize for assigned work.
•Call for utility Locates
•Pothole to verify the depth and actual location of the many utility crossings.
•Notify home owners of when work is to be started.
•Have the street and sidewalk closers put into place.
•Have the street and sidewalk saw cut for removal.
•Pothole Utilities to verify depth and have for viewing.
•Start excavating old storm line and removing while continuing excavation.

•Haul off old storm piping and setting new piping while moving down the line.
•Install new HDPE piping.
•Driveways will be backfilled with gravel to keep home owners access.
•Pour roadway back to Blue springs Spec.
•Pour back all the sidewalk that was removed to install new storm line.
•Repair driveway all affected driveways.
•Install street plates to keep road way open.
•Clean up work area and all related construction debris.
•Coordinate a post construction meeting with personnel to accept work as proposed.

❖Our Proposal Excludes the Following:
•Any additional costs for Permit/License required other then the ones listed will be added to final job costs.
•Any Private utilities that need to be located.
•Any bedrock impeding the excavation process will be removed at a hourly rate.
•Any problems or issues outside of the scope of work and described above. Any findings will be brought to your immediate attention.

❖Clarifications:
•It is the responsibility of the customer to remove of cover any belongings in the work are prior to Quality Plumbing mobilization.
•If there are repairs needed outside of this scope of work, additional work will be communicated, and if approved, we will document and bill as time and material in addition to the quoted job.
•Quality will provide all materials.

❖Thank you for the opportunity to provide this proposal. Due to material price increases, the above is good from 30 days. Work must be done in a continuous manner Monday to Friday in normal business hours (8:00 am to 4:30 pm).

TASK	DESCRIPTION	QTY	PRICE	TOTAL
1	Operator	1.00	$162,800.00	$162,800.00
2	Excavation Laborer	1.00	$171,600.00	$171,600.00
3	Rock Gravel Concrete Collars	1.00	$33,083.85	$33,083.85
4	Hydro Excavating	1.00	$19,000.00	$19,000.00
5	Road plates/ Barricades	1.00	$18,215.67	$18,215.67
6	Saw cuts	1.00	$15,452.21	$15,452.21
7	Pouring back driveway and sidewalk.	1.00	$100,198.00	$100,198.00
8	Yard Restoration	1.00	$25,597.77	$25,597.77
9	Flaggers	1.00	$15,840.00	$15,840.00
10	Temporary Fence and Repair	1.00	$10,752.00	$10,752.00

SUB-TOTAL	$572,539.50
TAX 0%	$0.00
TOTAL	$572,539.50

CUSTOMER AUTHORIZATION

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary above is furnished by Quality Plumbing Inc. as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed.

Sign here Date

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: April 5, 2024 **CONTRACT NO.**

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

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

ISSUE/REQUEST

Adopt a Resolution approving a contract in the amount of $544,547.46 with Quality Plumbing, Inc. for the Speas Drive Storm Project. This storm infrastructure improvement project is approved as a CIP COVID-19 ARPA for Storm Water Project Speas Drive.

BACKGROUND/JUSTIFICATION

There is one large City owned storm water pipes on Speas Drive that is failing due to wear and tear over time. The Public Works Department televised the storm water pipes to determine the extent of the damage. Some of the damages include, but are not limited to, multiple separated joints, washouts, and rusted out bottoms. To bring this area of storm water infrastructure back to an appropriate condition the pipe will need to be replaced.

On March 7, 2023 the City of Blue Springs Public Works Department entered into contracts with Genesis Environmental Solutions, Inc., J & N Utilities, Inc., Quality Plumbing, Inc., and SHEDIGS IT, L.L.C. for On Call Infrastructure Repair and Replacement. The Public Works Department requested all interested contractors attend a construction meeting on Monday, March 18, 2024 at 1pm to get details about the Lake Village BLVD Storm Project, for bidding purposes. Two of the four contractors attended the construction meeting. All four contractors were provided with necessary information and documentation in order to bid the project.

The following two quote options were requested from the contractors:

- Quote Option One: Removal and replacement of existing storm infrastructure with contractor providing 100% of the labor and materials.
- Quote Option Two: Removal and replacement of existing storm infrastructure with contractor providing all labor and traffic control, and City providing pipe and spoil removal.

Quality Plumbing, Inc. was the only contractor out of the four contractors to provide quotes of two different options requested. Quality Plumbing, Inc. was selected as the winning bidder to complete the project. Quote Option One was selected, as it was determined to be the most cost-efficient option and would allow for maximum efficiency for both parties, throughout the duration of the project. Completion of this project will ensure that storm water can effectively flow through the storm water infrastructure in this area.

FINANCIAL IMPACT

Contractor:	Quality Plumbing, Inc.
Amount of Request/ Contract:	$544,547.46
Amount Budgeted:	$0

Budget Year:	FY 2023-24
Funding Source/Account #:	115-00000-545135 Covid19-ARPA
Account Balance:	$0 Date: 4/26/2024
Additional Funds Needed:	$544,547.46 Budget Transfer Received
Funding Source/Account #:	115-00000-545110 Covid19-ARPA

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
May 6, 2024	December 13, 2024
Years and Months Contract in effect	**Number of times renewable**
7 Months	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. 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: 25
IRS Form W-9:	☒	
Bid/RFP/RFQ: (submit all)	☒	
Bid/RFP/RFQ Tabulation:	☐	N/A
Bid Waiver: (less than three bids)	☒	
Contractor address and email:	☐	1731 Howell St. North Kansas City, MO 64116 plumbing@qualityplumbing.com
Project Exemption Certificate needed:	☒	
Other:	☐	N/A

A RESOLUTION APPROVING A CONTRACT WITH QUALITY PLUMBING, INC. FOR SPEAS DRIVE STORM INFRASTRUCTURE IMPROVEMENT PROJECT

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

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

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

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

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

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

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

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

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

WHEREAS, the Public Works Department entered into a contract on Mach 7, 2023 with Genesis Environmental Solutions, Inc., J & N Utilities, Inc., Quality Plumbing, Inc. and SHEDIGS IT, L.L.C. for On Call Infrastructure Repair and Replacement.; and

WHEREAS, the Public Works Department requested all interested contractors to attend a construction meeting for information to bid the Departments 2024 Strom Projects; and

WHEREAS, two of the four contractors attended the construction meeting; and

WHEREAS, the Department received one bid and now recommends that the City award a contract to Quality Plumbing, Inc., for work based on scope of services in the amount of $544,547.46.

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 between with Quality Plumbing, Inc. for the Speas Drive Storm Infrastructure Improvement Project in the amount of $544,547.46. A copy of the proposed Contract is attached hereto as Exhibit “A” and is incorporated herein.

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

Section 3. Scrivener’s Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk 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 20th day of May, 2024.

CITY OF BLUE SPRINGS

ATTEST:

Chris Lievsay, Mayor

Erin Ford, City Clerk

EXHIBIT A

EFFECTIVE DATE: May 6, 2024	TERMINATION DATE: December 31, 2024	CONTRACT NUMBER:

CITY	CONTRACTOR
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**	**Quality Plumbing, Inc.** **1731 Howell St.** **North Kansas City, MO 64116**
Attention: Tom Degenhardt	Attention: Austin Richardson
Department: Public Works	Phone: (816)-472-4994
Phone: (816)-228-0195	

CONTRACTOR CONTRACT

THIS CONTRACT, made and entered into this 6 day of May 2024, by the parties identified above.

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

7. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this contract exceed, the sum of **$544,547.46** unless agreed to by City and Contractor in writing.

8. **Termination of Contract.**

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

of termination for breach, all finished or unfinished deconstruction, reconstruction, new construction, repairs, and materials as required of the Contractor under this contract shall at the option of the City become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such project; provided, that the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

18. **Insurance.** Contractor agrees to maintain insurance as set forth below and provide to City certificates of coverage evidencing said coverage at the time of signing of this contract and on each anniversary of such insurance coverage during the term of this contract and any renewals, which certificates, if available and possible, contains a provision that the policy will not be cancelled unless and until thirty (30) days' notice of said cancellation has been given to the City, but, in any event, the Contractor, any time after the Contract has been signed, shall notify the City of any impending cancellation, actual cancellation, termination or nonrenewal of the policy by faxing or delivering to the City a copy of the insurer's cancellation, termination or nonrenewal notice to Contractor within two (2) business days of Contractor's receipt of said notice. Contractor shall also advise the City in writing within two (2) business days of any oral or other advisement by the insurer of any impending cancellation, actual cancellation, termination or nonrenewal of

the policy. (If the City gives written permission for some of the work under this contract to be subcontracted or it is subcontracted, Contractor shall assure that the subcontractor has the insurance set forth below and that the City and Contractor are listed as an additional insured on all of subcontractor's policies):

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

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

c. Workers' Compensation: statutory requirements.

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

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

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

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

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

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

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

f. This contract, and any part of it, is not intended to act as a waiver or limitation of City, or any of its officer's, agent's or employee's rights and/or defenses with regard to sovereign or any other immunity or defense under Federal Law, Missouri Law or Municipal Regulation.

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

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

22. **Prevailing Wage**. If this contract is estimated to exceed $75,000 for the total project cost, not less than the prevailing hourly rate of wages for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri, shall be paid to all workers performing work under this contract. The penalties forfeited to the City for violations of the Prevailing Wage Act for each workman employed, for each calendar day, or portion thereof, such workman is paid less than their said stipulated rates for any work done under said contract shall be one hundred dollars ($100) per worker, per day. An Affidavit of Compliance with the Prevailing Wage Law as set forth in Exhibit 2 shall be completed by Contractor and every Subcontractor on the project prior to final payment.

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

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

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

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

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

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

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

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

self-employed individual with no employees), partnerships, corporations, contractors, and subcontractors.

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

Work Authorization Affidavit

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

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 Adam Gray, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Adam Gray and I am currently the President of Quality Plumbing (hereinafter "Company"), whose business address is 1731 Howell St NKC MO, 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.

Quality Plumbing
Affiant / Contractor

Adam Gray
Printed Name

Subscribed and sworn to before me this 6th day of MAY, 2024.

SEAL

Notary Public

PHILIP C GRAY
Notary Public, Notary Seal
State of Missouri
Clay County
Commission # 14628675
My Commission Expires 08-25-2026

25. **Anti-Discrimination Against Israel Act.** Pursuant to Section 34.600, RSMo, Advisor agrees to comply with Missouri law regarding the Anti- Discrimination Against Israel Act, and execution of this Superseding Addendum constitutes Advisor'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.

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

27. **Jurisdiction**. This contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this contract be litigated, venue shall be proper only in the Circuit Court of Jackson County, Missouri at Independence.

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

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

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

31. **Performance Bond.** Prior to commencement of work and ending upon acceptance of the work by the City, Contractor shall maintain a performance bond in a form acceptable to the City Attorney, in an amount equal to 100% of the total cost of completing the work, as determined by the City, conditioned upon the faithful performance of the provisions, terms and conditions of the contract. The performance bond shall name the City as an oblige and copies of certifications of such bond shall be delivered to the City prior to the commencement of construction.

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

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

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

CONTRACTOR: Quality Plumbing, Inc.

By: Josh Barber
Name: Josh Barber
Title: Underground Project Manager

CITY OF BLUE SPRINGS, MISSOURI

Christine Cates, City Administrator

APPROVED AS TO FORM

John Mullane, Interim City Attorney

Exhibit 1 to Contract Scope of Work		
Name of Contractor	Quality Plumbing, Inc.	
Scope of Work (Job Description)	The Speas Drive Strom Project, for storm infrastructure improvement, will include removal and replacement of the existing storm infrastructure. All work shall be performed in accordance with the Scope of Work set out in Contractor's April 5, 2024 Quote, attached hereto, and incorporated herein as Attachment A. Attachments: 1) Prevailing Wage Order #30, by reference	
Start Date	May 6, 2024	
Interim Deadlines (if applicable)	**Date** **N/A**	**Phase of Project To Be Completed**
Final Completion Deadline	December 31, 2024	
Reimbursable Expenses	☒ None ☐ Travel, Lodging, Meals, Phone Calls, Copying, Postage	
Maximum Payment	$544,547.46	Maximum payment for services rendered
	N/A	Maximum amount of expenses to be reimbursed
	$544,547.46	Total maximum amount to be paid to Contractor
Method of Payment	☒ Lump sum of entire amount upon satisfactory completion of project ☐ Monthly payments based on rate of $_____ per hour ☐ Incremental payments as follows: ☐ ____% retainage held until completion of project.	

Quality Plumbing, INC.
1731 Howell
North Kansas City, MO 64116
(816) 472-4994

BILL TO
City of Blue Springs
903 West Main Street
Blue Springs, MO 64015 USA

ESTIMATE	ESTIMATE DATE
54467334	Mar 29, 2024

JOB ADDRESS
City of Blue Springs
3613 Southwest Lake Shore Drive
Blue Springs, MO 64014 USA

Job: 49970813

ESTIMATE DETAILS

Project 2-Contractor Provide. (Plumbing Estimate): 36in Storm Line Replacement.

Thank you for the opportunity to provide a proposal. The following scope of work has been developed through conversations, on-site visits, and our understanding of the project. We propose to furnish the necessary equipment, materials, tools, and labor to accomplish the scope listed below.

❖Overview:
•Quality plumbing will being excavation at 1804 Speas Dr and will expose and remove the 36in storm line and relay it in double wall 36in HDPE. The line runs through the neighborhood back yards and comes out at 122 SE 2nd St into a storm box. Quality plumbing will be responsible for removing the affected trees, and sheds that are in the excavation zone. fencing will be removed and temporary fence will be installed in its place, once excavation is completed fencing will be restored. We will install 2 new boxes at each end and will coordinate with home owners on time lines. Quality plumbing will restore the landscaping to its original state and will seed and straw yards.

❖Clarifications:
•Material For Installation: Corrugated HDPE.
•Size Of Line:36in.
•Length Of Installation: 575ft.
•Depth:2-3ft.

❖Proposal Includes the Following:
•Procure order and take delivery of all materials needed for the scope of work.
•Coordinate with personnel and provide a job plan with all safety concerns accounted for.
•Mobilize for assigned work.
•Call 811.
•Coordinate fence removal and temporary fence installation.
•Remove trees in digging area.
•Excavate down to storm and remove storm piping as we are laying new piping in its place.
•Set 2 new boxes on each end.
•Bed piping in gravel and backfill using soil from excavation.

•Seed and straw yards.
•Replace fencing back to original state.
•Clean up work area and all related construction debris.
•Coordinate a post construction meeting with personnel to accept work as proposed.

❖Our Proposal Excludes the Following:
•Any bedrock impeding the excavation process will be removed at a hourly rate.
•Any street cuts.
•Any problems or issues outside of the scope of work and described above. Any findings will be brought to your immediate attention.

❖Clarifications:
•It is the responsibility of the customer to remove of cover any belongings in the work are prior to Quality Plumbing mobilization.
•If there are repairs needed outside of this scope of work, additional work will be communicated, and if approved, we will document and bill as time and material in addition to the quoted job.

❖Thank you for the opportunity to provide this proposal. Due to material price increases, the above is good from 30 days. Work must be done in a continuous manner Monday to Friday in normal business hours (8:00 am to 4:30 pm).

TASK	DESCRIPTION	QTY	PRICE	TOTAL
1	Operator	1.00	$148,000.00	$148,000.00
2	Excavation Laborer	1.00	$156,000.00	$156,000.00
3	Pipe Rock Boxes Concrete collars	1.00	$75,257.30	$75,257.30
4	Tree Removal.	1.00	$60,500.00	$60,500.00
5	Fencing Removal and Replacement.	1.00	$36,596.71	$36,596.71
6	Concrete Pour Back Throats and Lids.	1.00	$13,213.45	$13,213.45
7	Dump Truck	1.00	$16,240.00	$16,240.00
8	Yard Restoration. Restoring Sheds	1.00	$38,740.00	$38,740.00

SUB-TOTAL	$544,547.46
TAX 0%	$0.00
TOTAL	$544,547.46

CUSTOMER AUTHORIZATION

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary above is furnished by Quality Plumbing Inc. as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on these

estimated terms, and I agree to pay the full amount for all work performed.

Sign here Date

Quality Plumbing, INC.
1731 Howell
North Kansas City, MO 64116
(816) 472-4994

BILL TO
City of Blue Springs
903 West Main Street
Blue Springs, MO 64015 USA

ESTIMATE	ESTIMATE DATE
54506636	Apr 01, 2024

JOB ADDRESS
City of Blue Springs
3613 Southwest Lake Shore Drive
Blue Springs, MO 64014 USA

Job: 49970813

ESTIMATE DETAILS

Project 2-With City Help.: 36in Storm Line Replacement.

Thank you for the opportunity to provide a proposal. The following scope of work has been developed through conversations, on-site visits, and our understanding of the project. We propose to furnish the necessary equipment, materials, tools, and labor to accomplish the scope listed below.

❖Overview:
•Quality plumbing will being excavation at 1804 Speas Dr and will expose and remove the 36in storm line and relay it in double wall 36in HDPE. The line runs through the neighborhood back yards and comes out at 122 SE 2nd St into a storm box. Quality plumbing will be responsible for removing the affected trees, and sheds that are in the excavation zone. fencing will be removed and temporary fence will be installed in its place, once excavation is completed fencing will be restored. We will install 2 new boxes at each end and will coordinate with home owners on time lines. Quality plumbing will restore the landscaping to its original state and will seed and straw yards.

❖Clarifications:
•Material For Installation: Corrugated HDPE.
•Size Of Line:36in.
•Length Of Installation: 575ft.
•Depth:2-3ft.

❖Proposal Includes the Following:
•Procure order and take delivery of all materials needed for the scope of work.
•Coordinate with personnel and provide a job plan with all safety concerns accounted for.
•Mobilize for assigned work.
•Call 811.
•Coordinate fence removal and temporary fence installation.
•Remove trees in digging area.
•Excavate down to storm and remove storm piping as we are laying new piping in its place.
•Set 2 new boxes on each end.
•Bed piping in gravel and backfill using soil from excavation.

•Seed and straw yards.
•Replace fencing back to original state.
•Clean up work area and all related construction debris.
•Coordinate a post construction meeting with personnel to accept work as proposed.

❖Our Proposal Excludes the Following:
•Any bedrock impeding the excavation process will be removed at a hourly rate.
•Any street cuts.
•Any problems or issues outside of the scope of work and described above. Any findings will be brought to your immediate attention.

❖Clarifications:
•It is the responsibility of the customer to remove of cover any belongings in the work are prior to Quality Plumbing mobilization.
•If there are repairs needed outside of this scope of work, additional work will be communicated, and if approved, we will document and bill as time and material in addition to the quoted job.

❖Thank you for the opportunity to provide this proposal. Due to material price increases, the above is good from 30 days. Work must be done in a continuous manner Monday to Friday in normal business hours (8:00 am to 4:30 pm).

TASK	DESCRIPTION	QTY	PRICE	TOTAL
1	Operator	1.00	$148,000.00	$148,000.00
2	Excavation Laborer	1.00	$156,000.00	$156,000.00
3	Rock Concrete collars Boxes. Shed removal and restoration equipment.	1.00	$38,875.22	$38,875.22
4	Fencing Removal and Replacement.	1.00	$29,883.26	$29,883.26
5	Tree Removal.	1.00	$60,500.00	$60,500.00
6	Concrete Pour Back throats and lids.	1.00	$13,213.45	$13,213.45
7	Yard Restoration. Resting Sheds	1.00	$38,740.00	$38,740.00

SUB-TOTAL	$485,211.93
TAX 0%	$0.00
TOTAL	$485,211.93

CUSTOMER AUTHORIZATION

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary above is furnished by Quality Plumbing Inc. as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed.

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: March 13, 2024

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

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

ISSUE/REQUEST

Adopt a Resolution approving a purchase in the amount of $80,623.71 ($37,623.71 after trade-in of Unit 1001) from Doosan Bobcat North American, Inc. for a T76 T4 Bobcat Track Loader, CIP project SAN-20.

BACKGROUND/JUSTIFICATION

The T76 T4 Bobcat Track Loader was approved in the CIP project SAN-20 for the 2023-2024 fiscal year. The cost of the machine is $80,623.71. The trade-in allowance on the Department's existing 2021 Bobcat S76 is $43,000, bringing the total requested amount to $37,623.71. The pricing was obtained from Doosan Bobcat North America, Inc. utilizing the National Joint Power Alliance (NJPA) New name Sourcewell – Resolution 36-2014.

FINANCIAL IMPACT

Contractor:	Doosan Bobcat North America, Inc.
Amount of Request/ Contract:	$37,623.71
Amount Budgeted:	$59,000
Budget Year:	FY2023/2024
Funding Source/Account #:	460-75000-543500 SAN-20
Account Balance:	$59,000 Date: 5/15/2024

PROJECT TIMELINE

Estimated Start Date	**Estimated End Date**
May 6, 2024	September 30, 2024
Years and Months Contract in effect	**Number of times renewable**
5 Months	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with Product Quotation attached as Exhibit A

REVIEWED BY:

Requesting Director: ***Tom Degenhardt***	Budget: ***Lori Turner***
Legal: ***N/A***	City Administrator: ***Christine Cates***

Resolution No. 36-2024

A RESOLUTION APPROVING THE PURCHASE OF A T76 T4 BOBCAT TRACK LOADER FROM DOOSAN BOBCAT NORTH AMERICA, INC.

WHEREAS, the City of Blue Springs approved a T76 T4 Bobcat Track Loader in the CIP project SAN-20 for the 2023-2024 fiscal year; and

WHEREAS, the Public Works Department prepared specifications and secured quotations for a T76 T4 Bobcat Track Loader; and

WHEREAS, the Public Works Department received pricing information through the National Joint Power Alliance (NJPA) New name Sourcewell – Resolution 36-2014, in the amount of $80,623.72 with a trade in value of $43,000 for the existing Unit 1001 2021 Bobcat S76 to be utilized in the transaction for a purchase price of $37,623.71 after trade-in; and

WHEREAS, the Public Works Department recommends that the City trade in Unit 1001 2021 Bobcat S76 and purchase a T76 T4 Bobcat Track Loader from Doosan Bobcat North America, Inc. for utility maintenance and repair work for the amount of $37,623.71 after trade-in.

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 trade in Unit 1001 2021 Bobcat S76 and purchase from Doosan Bobcat North America, Inc., 250 E Beaton Dr., West Fargo, ND 58078, a T76 T4 Bobcat Track Loader for the amount of $37,623.71 after trade-in as outlined in the Product Quotation attached hereto as Exhibit A.

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 20th day of May 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

EXHIBITA

Bobcat

Product Quotation
Quotation Number: **MB362732**
Quote Sent Date: **Feb 23, 2024**
Expiration Date: **Mar 24, 2024**

Your Bobcat Contact
Mason Brekke
Phone:
E-mail: mason.brekke@doosan.com

Your Customer Contact

Deliver to
CITY OF BLUE SPRINGS 291006 - BLUE SPRINGS - MO
903 W MAIN ST
BLUE SPRINGS, MO, 64015-3779

Doosan Bobcat North America
250 E Beaton Drive
West Fargo, ND 58078

Bill to
NEW GOVERNMENT CUSTOMER 2391333
250 E Beaton Dr
West Fargo, ND, 58078-2656

Item Name	Item Number	Quantity	Price Each	Total
T76 T4 Bobcat Compact Track Loader	M0371	1	62,107.92	62,107.92
Standard Equipment: 74.0 HP Tier 4 V2 Bobcat Engine Auxiliary Hydraulics: Variable Flow Backup Alarm Bob-Tach Bobcat Interlock Control System (BICS) Controls: Selectable Joystick Controls Cylinder Cushioning - Lift, Tilt Engine/Hydraulic Performance De-rate Protection Glow Plugs (Automatically Activated) Horn		Instrumentation: Standard 5" Display (Rear Camera Ready) with Keyless Start, Engine Temperature and Fuel Gauges, Hour meter, RPM and Warning Indicators. Includes maintenance interval notification, fault display, job codes, quick start, auto idle, and security lockouts. Lift Arm Support Lift Path: Vertical Lights, Front and Rear LED Operator Cab Includes: Vinyl Adjustable Vinyl Suspension Seat, Top and Rear Windows, Parking Brake, Seat Bar and Seat Belt Roll Over Protective Structure (ROPS) meets SAE-J1040 and ISO 3471 Falling Object Protective Structure (FOPS) meets SAE-J1043 and ISO 3449, Level I; (Level II is available through Bobcat Parts) Parking Brake: Spring Applied, Pressure Released (SAPR) Solid Mounted Carriage with 4 Rollers Tracks: Rubber, 12.6" Wide Telematics - Machine IQ Warranty: 2 years, or 2000 hours whichever occurs first			
Deluxe Package *Included:* Deluxe Package:, Clear Side Auto HVAC Cab, Integrated Bluetooth Radio, Adjustable Heated Cloth Air Ride Seat, Power Bob-Tach, Solid Undercarriage, 7" Touch Display, Premium and Side Lights, Keyless Start, Two-Speed Travel, 7-Pin Attachment Control, Dual Direction Bucket Positioning, Rear Camera, Sound Reduction, 3yr Machine IQ Health & Security Subscription	M0371-P11-C12	1	10,822.32	10,822.32

5-Link Torsion Suspension Undercarriage	M0371-R21-C13	1	1,805.04	1,805.04
High-Flow Hydraulics	M0371-R03-C03	1	1,998.72	1,998.72
74" Heavy Duty Bucket	7272680	1	1,414.36	1,414.36
Bolt-On Cutting Edge, 74"	6718007	1	302.85	302.85
	Total for T76 T4 Bobcat Compact Track Loader			**78,451.21**

Quote Total - USD	78,451.21
Dealer P.D.I. / Destination & Assembly	497.50
Freight Charges	1,675.00
Quote Total	80,623.71
Bobcat S76 Trade	43,000.00
Quote Total - USD	**37,623.71**

Comment:
*Plus applicable taxes. IF Tax Exempt, please include Tax Exempt Certificate with the order.

*Prices per the Sourcewell Contract #_040319-CEC.

*Sourcewell Member Number (if applicable): _____

*All orders should include 1) Accounts Payable Contact and email address, 2) W9 with correct legal entity name, and 3) Bill to Address.

*Orders may be placed with the contract holder or authorized dealer as allowed by the terms and conditions of the contract. *A Copy of all orders must be provided to Heather.Messmer@Doosan.com.

*Contact Holder Information: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078. TID# 38-0425350.

*Payment Terms: Net 60 Days. Credit cards accepted.

*Remittance address: Clark Equipment Company d/b/a Bobcat Company, P. O. Box 74007382, Chicago, IL 60674-7382

*Questions can be submitted via email to randy.fuss@doosan.com or by phone at: 1-800-965-4232v

Customer Acceptance:
Quotation Number: **MB362732** Purchase Order:_____

Authorized Signature:

Print:_____ Sign:_____

Date:_____ Email:_____

Addresses:

Delivery Address:_____

Billing Address (if different from ship to):_____

Tax Exempt: Y ☐ / N ☐

Exempt in the State of:_____

Tax Exempt ID:

Federal:_____

State:_____

Expiration Date:_____

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: May 15, 2024

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

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

ISSUE/REQUEST

Adopt a Resolution authorizing the Director of Public Works to sign an application for State Revolving Funds (SRF) for improvements to the Sni-A-Bar Wastewater Treatment Plant.

BACKGROUND/JUSTIFICATION

At the City Council meeting on May 6, 2024, HDR presented an update on the Sni-a-Bar Wastewater Treatment Facility. New regulatory requirements for nutrient removal and future growth projections of Blue Springs and Grain Valley necessitate improvements to the existing facility equipment and processes to improve treatment and expand plant capacity.

HDR developed a facility plan which described upgrades and enhancements to the existing plant. Funding is available from SRF sources at a favorable interest rate. Council directed staff to designate the Director of Public Works to complete the application for SRF funding.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
May 20, 2024	June 28, 2024

STAFF RECOMMENDATION

Staff recommends approval.

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution

REVIEWED BY:

Requesting Director: ***Tom Degenhardt***	Budget: ***N/A***
Legal: ***N/A***	City Administrator: ***Christine Cates***

Resolution No. 37-2024

A RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC WORKS AS SIGNING AUTHORITY ON STATE REVOLVING FUNDS APPLICATION

WHEREAS, the Cities of Blue Springs and Grain Valley contribute sewage flows to the Sni-A-Bar Wastewater Treatment Facility; and

WHEREAS, both cities are projecting population growth which will result in increased wastewater flows; and

WHEREAS, new discharge permits limits for the Wastewater Treatment Facility include additional nutrient removal requirements; and

WHEREAS, the projected growth and requirement to treat for new nutrient removals necessitates improvements to the treatment capacity and process; and

WHEREAS, after a presentation by HDR at the City Council meeting on May 6, 2024 Council directed staff to apply for State Revolving Funds (SRF) for planned improvements to the Sni-A-Bar Wastewater Treatment Facility; and

WHEREAS, the City needs to authorize an individual to submit an SRF application and the Director of Public Works has been selected.

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

Section 1. Authorize Thomas Degenhardt, Director of Public Works, to sign an application for State Revolving Funds to finance the necessary improvements to the Wastewater Treatment Facility.

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval.

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 20th day of May 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: April 23, 2024

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

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

ISSUE/REQUEST

Adopt a Resolution approving a purchase in the amount of $268,726 from Molle Chevrolet Inc. for five Chevrolet Tahoe patrol vehicles and rescinding Resolution 12-2022.

BACKGROUND/JUSTIFICATION

To keep the patrol fleet in serviceable rotation five patrol vehicles need to be replaced with five Chevrolet Tahoe patrol vehicles. Due to issues in the automotive industry over the last several years, it has been difficult to obtain vehicles. Molle Chevrolet has four vehicles available for purchase that are the same model and price as the vehicles recently approved on February 5, 2024, that were not available at that time. They also have a vehicle originally ordered by the Veteran's Administration which is available, as it is no longer needed by that agency. That vehicle has a slightly lesser cost due to missing two features included on the other models (rear door lock feature and a spotlight).

To make this purchase the department is requesting to use funds remaining from Resolution No. 102-2022 which set aside funding in the amount of $366,839 for the purchase of vehicles from Blue Springs Ford. Only two vehicles were delivered and purchased under Resolution 102-2022, leaving a balance of $234,605. Due to the inability of Blue Springs Ford to deliver the ordered vehicles approved under Resolution 102-2022, the order was cancelled. The Purchase Order (PO #23-0688) created from the Resolution was encumbered into the current fiscal year in the hopes that vehicles could be ordered. It has a balance of $234,605 under account #100-20030-540325.

The department is also requesting to rescind Resolution No. 12-2022 which also provided funding for the purchase of vehicles from Blue Springs Ford that could not be delivered. The Purchase Order (PO#22-0550) created from the Resolution was encumbered into the current fiscal year and has a balance of $48,836 under the same account.

The purchase of five Chevrolet Tahoe vehicles from Molle will total $268,726.00. The combination of remaining funds from these two Resolutions would allow for the purchase of all five Chevrolet Tahoe patrol vehicles. The remaining balance of $14,715 after the purchase will be used for equipment to outfit the new vehicles.

FINANCIAL IMPACT

Contractor:	Molle Chevrolet Inc.
Amount of Request/ Contract:	$268,726
Amount Budgeted:	$0
Budget Year:	FY 2023-24

Funding Source/Account #:	100-20030-540325
Account Balance:	$7,379.31 Date: 5/15/2024
Additional Funds Needed:	Release the following PO's. $234,605 from PO#23-0688 $48,836 from PO#22-0550 $22,094.31 Budget Transfer received
Funding Source/Account #:	100-20030-520182

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
May 21, 2024	Upon Purchase and Delivery

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with Molle Chevrolet Quote Worksheets attached as Exhibits A and B.

REVIEWED BY:

Requesting Director: ***Bob Muenz***	Budget: ***Lori Turner***
Legal: ***N/A***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

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

Wage Order, by reference	☐	Wage Order Number: N/A
IRS Form W-9:	☒	
Bid/RFP/RFQ: (submit all)	☐	N/A
Bid/RFP/RFQ Tabulation:	☐	N/A
Bid Waiver: (less than three bids)	☒	
Contractor address and email:	☐	Molle Chevrolet Inc. 411 NW Mock Ave. Blue springs Mo 64014 danderson@mollechevrolet.com
Project Exemption Certificate needed:	☐	N/A
Other:	☐	

Resolution No. 38-2024

A RESOLUTION APPROVING THE PURCHASE OF FIVE CHEVROLET TAHOE POLICE UTILITY VEHICLES FROM MOLLE CHEVROLET INC., AND RESCINDING RESOLUTION 12-2022

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

WHEREAS, the Department recommends using the remaining funds from Resolution 102-2022 approved on December 5, 2022 and rescinding Resolution 12-2022 approved on March 15, 2022 which authorized the purchase of vehicles form Blue Springs Ford; and

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

WHEREAS, the Department received two bids from the same vendor and now recommends that the City purchase from Molle Chevrolet Inc., five Chevrolet Police Vehicles in the amount of $268,726.00.

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

Section 1. The City Administrator is hereby authorized to purchase from Molle Chevrolet Inc.,411 NW Mock Ave. Blue Springs MO., 64014, five Chevrolet Police Vehicles for the amount of $268,726.00 as outlined in the Quote Worksheets attached hereto as Exhibit A and Exhibit B.

Section 2. Resolution 12-2022 is hereby rescinded.

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 20th day of May, 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

EXHIBIT A

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

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

Quote Worksheet

		MSRP
Base Price		$53,450.00
Dest Charge		$1,995.00
Total Options		$1,814.00
	Subtotal	**$57,259.00**
DEALER DISCOUNT		($4,500.00)
GM BID ASSISTANCE		($1,650.00)
ADMIN FEE		$300.00
5/YEAR/100,000 MILE WARRANTY $0 DEDUCTIBLE		$2,500.00
	Subtotal Pre-Tax Adjustments	**($3,350.00)**
Less Customer Discount		$0.00
	Subtotal Discount	**$0.00**
Trade-In		$0.00
	Subtotal Trade-In	**$0.00**
	Taxable Price	**$53,909.00**
Sales Tax		$0.00
	Subtotal Taxes	**$0.00**
	Subtotal Post-Tax Adjustments	**$0.00**
	Total Sales Price	**$53,909.00**

12/28/2023
Dealer Signature / Date

#985
CAPT. J.M.
12/27/23
Customer Signature / Date

APPROVED
By jmullane at 5:31 pm, Jan 18, 2024

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Data Version: 21206. Data Updated: Dec 13, 2023 6:41:00 PM PST.

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

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial — MSRP:$53,450.00

Interior:Jet Black, Cloth seat trim

Exterior 1:Black

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8

Transmission, 10-speed automatic

OPTIONS

CODE	MODEL		MSRP
CK10706	[Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial		$53,450.00
	OPTIONS		
1FL	Commercial Preferred Equipment Group		$0.00
5J1	Calibration, keyless remote panic button and exterior lights/horn disable		$0.00
5J3	Calibration, Surveillance Mode interior lighting	Inc.	
5J9	Calibration, taillamp flasher, Red/White	Inc.	
5LO	Calibration, taillamp flasher, Red/Red	Inc.	
5Y1	Front center seat (20% seat) delete		$0.00
6C7	Lighting, red and white front auxiliary dome		$170.00
6E2	Fleet Calibration		$25.00
6J3	Wiring, grille lamps and siren speakers		$92.00
6J4	Wiring, horn and siren circuit		$55.00
6J7	Flasher system, headlamp and taillamp, DRL compatible with control wire	Inc.	
6N5	Switches, rear window inoperative		$57.00
7X3	Spotlamp, left-hand		$800.00
9C1	Identifier for Police Package Vehicle		$0.00
9G8	Headlamps, Daytime Running Lamps and automatic headlamp control delete		$50.00
AMF	Remote Keyless Entry Package		$75.00
ATD	Seat delete, third row passenger	Inc.	

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

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

AX2	Key, unique	Inc.	
AZ3	Seats, front 40/20/40 split-bench		$0.00
BCV	Lock control, driver side auto door lock disable	Inc.	
C6G	GVWR, 7600 lbs. (3447 kg)	Inc.	
FE9	Emissions, Federal requirements		$0.00
GBA	Black		$0.00
GU5	Rear axle, 3.23 ratio		$0.00
H1T	Jet Black, Cloth seat trim		$0.00
IOR	Audio system, Chevrolet Infotainment 3 system, 8" diagonal HD color touchscreen		$0.00
J55	Brake system, heavy duty	Inc.	
K3W	Battery, 850 cold-cranking amps with 95 amp hour rating	Inc.	
K6K	Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating	Inc.	
KX4	Alternator, 250 amps	Inc.	
L84	Engine, 5.3L EcoTec3 V8		$0.00
MHU	Transmission, 10-speed automatic	Inc.	
PQA	1FL Safety Package		$395.00
PXT	Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel	Inc.	
RAV	Tire, spare 275/55R20 all-season, blackwall, Firestone Firehawk Pursuit	Inc.	
RC1	Skid plate, front	Inc.	
RNQ	Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap	Inc.	
T66	Wiring provision, for outside mirrors and cargo side mirrors	Inc.	
UE4	Following Distance Indicator	Inc.	
UEU	Forward Collision Alert	Inc.	
UHX	Lane Keep Assist	Inc.	
UHY	Automatic Emergency Braking	Inc.	
UKJ	Front Pedestrian Braking	Inc.	
UN9	Radio Suppression Package, with ground straps		$95.00
UT7	Ground wires, blunt cut cargo area and blunt cut console area	Inc.	
V03	Cooling system, extra capacity	Inc.	
V53	Luggage rack side rails, delete	Inc.	

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

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

VPV	Ship Thru, Produced in Arlington Assembly and shipped to Kerr Industries and onto Arlington Assembly		$0.00
VXT	Incomplete vehicle	Inc.	
VZ2	Speedometer calibration	Inc.	
WUA	Fascia, front high-approach angle	Inc.	
XCS	Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit	Inc.	
Z56	Suspension Package, heavy-duty, police-rated.	Inc.	
___	Capless Fuel Fill	Inc.	
___	Exterior ornamentation delete	Inc.	
___	Instrumentation, analog	Inc.	
___	Theft-deterrent system, vehicle, PASS-Key III	Inc.	
___	Power supply, 50-amp, power supply, auxiliary battery	Inc.	
___	Power supply, 100-amp, auxiliary battery, rear electrical center	Inc.	
___	Power supply, 120-amp, (4) 30-amp circuit, Primary battery	Inc.	
___	Seat belts, 3-point, all seating positions	Inc.	
___	Protected idle	Inc.	
	SUBTOTAL		**$55,264.00**
	Adjustments Total		$0.00
	Destination Charge		$1,995.00
	TOTAL PRICE		**$57,259.00**

FUEL ECONOMY

Est City:14 (2023) MPG

Est Highway:20 (2023) MPG

Est Highway Cruising Range:480.00 mi

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

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
CK10706	2024 Chevrolet Tahoe 4WD 4dr Commercial	$53,450.00

COLORS

CODE	DESCRIPTION
GBA	Black

SUSPENSION PKG

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
Z56	Suspension Package, heavy-duty, police-rated.	0.00 lbs	0.00 lbs	Inc.

EMISSIONS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
FE9	Emissions, Federal requirements	0.00 lbs	0.00 lbs	$0.00

ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
L84	Engine, 5.3L EcoTec3 V8	0.00 lbs	0.00 lbs	$0.00

TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
MHU	Transmission, 10-speed automatic	0.00 lbs	0.00 lbs	Inc.

GVWR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
C6G	GVWR, 7600 lbs. (3447 kg)	0.00 lbs	0.00 lbs	Inc.

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

AXLE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
GU5	Rear axle, 3.23 ratio	0.00 lbs	0.00 lbs	$0.00

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
1FL	Commercial Preferred Equipment Group	0.00 lbs	0.00 lbs	$0.00

WHEEL TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
PXT	Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel	0.00 lbs	0.00 lbs	Inc.

TIRES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
XCS	Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit	0.00 lbs	0.00 lbs	Inc.

PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
GBA	Black	0.00 lbs	0.00 lbs	$0.00

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
AZ3	Seats, front 40/20/40 split-bench	0.00 lbs	0.00 lbs	$0.00

SEAT TRIM

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
H1T	Jet Black, Cloth seat trim	0.00 lbs	0.00 lbs	$0.00

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Molle Chevrolet
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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

RADIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system, 8" diagonal HD color touchscreen	0.00 lbs	0.00 lbs	$0.00

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
9C1	Identifier for Police Package Vehicle	0.00 lbs	0.00 lbs	$0.00
AMF	Remote Keyless Entry Package	0.00 lbs	0.00 lbs	$75.00
PQA	1FL Safety Package	0.00 lbs	0.00 lbs	$395.00

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
5J9	Calibration, taillamp flasher, Red/White	0.00 lbs	0.00 lbs	Inc.
5LO	Calibration, taillamp flasher, Red/Red	0.00 lbs	0.00 lbs	Inc.
6J3	Wiring, grille lamps and siren speakers	0.00 lbs	0.00 lbs	$92.00
6J4	Wiring, horn and siren circuit	0.00 lbs	0.00 lbs	$55.00
6J7	Flasher system, headlamp and taillamp, DRL compatible with control wire	0.00 lbs	0.00 lbs	Inc.
___	Capless Fuel Fill	0.00 lbs	0.00 lbs	Inc.
J55	Brake system, heavy duty	0.00 lbs	0.00 lbs	Inc.
K3W	Battery, 850 cold-cranking amps with 95 amp hour rating	0.00 lbs	0.00 lbs	Inc.
K6K	Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating	0.00 lbs	0.00 lbs	Inc.
KX4	Alternator, 250 amps	0.00 lbs	0.00 lbs	Inc.
RC1	Skid plate, front	0.00 lbs	0.00 lbs	Inc.
T66	Wiring provision, for outside mirrors and cargo side mirrors	0.00 lbs	0.00 lbs	Inc.
UT7	Ground wires, blunt cut cargo area and blunt cut console area	0.00 lbs	0.00 lbs	Inc.
V03	Cooling system, extra capacity	0.00 lbs	0.00 lbs	Inc.

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
6C7	Lighting, red and white front auxiliary dome	0.00 lbs	0.00 lbs	$170.00
7X3	Spotlamp, left-hand	0.00 lbs	0.00 lbs	$800.00
___	Exterior ornamentation delete	0.00 lbs	0.00 lbs	Inc.
RAV	Tire, spare 275/55R20 all-season, blackwall, Firestone Firehawk Pursuit	0.00 lbs	0.00 lbs	Inc.
RNQ	Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap	0.00 lbs	0.00 lbs	Inc.
V53	Luggage rack side rails, delete	0.00 lbs	0.00 lbs	Inc.
WUA	Fascia, front high-approach angle	0.00 lbs	0.00 lbs	Inc.

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
5J1	Calibration, keyless remote panic button and exterior lights/horn disable	0.00 lbs	0.00 lbs	$0.00
5J3	Calibration, Surveillance Mode interior lighting	0.00 lbs	0.00 lbs	Inc.
5Y1	Front center seat (20% seat) delete	0.00 lbs	0.00 lbs	$0.00
6E2	Fleet Calibration	0.00 lbs	0.00 lbs	$25.00
6N5	Switches, rear window inoperative	0.00 lbs	0.00 lbs	$57.00
___	Instrumentation, analog	0.00 lbs	0.00 lbs	Inc.
___	Power supply, 100-amp, auxiliary battery, rear electrical center	0.00 lbs	0.00 lbs	Inc.
___	Power supply, 120-amp, (4) 30-amp circuit, Primary battery	0.00 lbs	0.00 lbs	Inc.
___	Power supply, 50-amp, power supply, auxiliary battery	0.00 lbs	0.00 lbs	Inc.
___	Theft-deterrent system, vehicle, PASS-Key III	0.00 lbs	0.00 lbs	Inc.
ATD	Seat delete, third row passenger	0.00 lbs	0.00 lbs	Inc.
AX2	Key, unique	0.00 lbs	0.00 lbs	Inc.
BCV	Lock control, driver side auto door lock disable	0.00 lbs	0.00 lbs	Inc.
UN9	Radio Suppression Package, with ground straps	0.00 lbs	0.00 lbs	$95.00
VZ2	Speedometer calibration	0.00 lbs	0.00 lbs	Inc.

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

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

ADDITIONAL EQUIPMENT - SAFETY-MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
UHY	Automatic Emergency Braking	0.00 lbs	0.00 lbs	Inc.

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
___	Seat belts, 3-point, all seating positions	0.00 lbs	0.00 lbs	Inc.
UE4	Following Distance Indicator	0.00 lbs	0.00 lbs	Inc.
UEU	Forward Collision Alert	0.00 lbs	0.00 lbs	Inc.
UHX	Lane Keep Assist	0.00 lbs	0.00 lbs	Inc.
UKJ	Front Pedestrian Braking	0.00 lbs	0.00 lbs	Inc.

ADDITIONAL EQUIPMENT - SAFETY-EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
9G8	Headlamps, Daytime Running Lamps and automatic headlamp control delete	0.00 lbs	0.00 lbs	$50.00

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
___	Protected idle	0.00 lbs	0.00 lbs	Inc.
VXT	Incomplete vehicle	0.00 lbs	0.00 lbs	Inc.

SHIP THRU CODES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
VPV	Ship Thru, Produced in Arlington Assembly and shipped to Kerr Industries and onto Arlington Assembly	0.00 lbs	0.00 lbs	$0.00
	Options Total	**0.00 lbs**	**0.00 lbs**	**$1,814.00**

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

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

Standard Equipment

Mechanical	
	Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)
	Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (STD)
	Rear axle, 3.23 ratio
	Suspension Package, Premium Smooth Ride (STD)
	GVWR, 7500 lbs. (3402 kg) (4WD models only.) (STD)
	Keyless start, push button
	Automatic Stop/Start
	Engine control, stop/start system disable button, non-latching
	Engine air filtration monitor
	Fuel, gasoline, E15
	Transfer case, active, single-speed, electronic Autotrac does not include neutral. Cannot be dinghy towed (4WD models only. Deleted when (NHT) Max Trailering Package is ordered.)
	Differential, mechanical limited-slip
	4-wheel drive
	Air filter, heavy-duty
	Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator
	Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil
	Battery, 730 cold-cranking amps with 80 amp hour rating
	Alternator, 220 amps
	Trailering equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way connector and 2" trailering receiver
	Trailer sway control
	Hitch Guidance
	Suspension, front coil-over-shock with stabilizer bar
	Suspension, rear multi-link with coil springs
	Steering, power
	Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
	Exhaust, single system, single-outlet
	Mechanical Jack with tools

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

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

Exterior	
	Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum (STD)
	Tires, 265/65R18SL all-season, blackwall (Standard with (PZX) 18" Bright Silver painted aluminum wheels only.) (STD)
	Wheel, full-size spare, 17" (43.2 cm)
	Tire, spare P265/70R17 all-season, blackwall
	Tire carrier, lockable outside spare, winch-type mounted under frame at rear
	Active aero shutters, upper
	Fascia, front
	Luggage rack side rails, roof-mounted, Black, standard (Available with (5W4) Special Services Vehicle.)
	Assist steps, Black with chrome accent strip
	Headlamps, LED
	Lamps, stop and tail, LED
	Mirrors, outside heated power-adjustable, manual-folding, body-color
	Mirror caps, body-color
	Glass, deep-tinted (all windows, except light-tinted glass on windshield and driver- and front passenger-side glass)
	Glass, acoustic, laminated
	Glass, windshield shade band
	Windshield, solar absorbing
	Wipers, front intermittent, Rainsense
	Wiper, rear intermittent with washer
	Door handles, body-color
	Liftgate, rear manual
Entertainment	
	Audio system, Chevrolet Infotainment 3 system, 8" diagonal HD color touchscreen AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)
	Audio system feature, 6-speaker system
	SiriusXM, delete
	Infotainment display, 8" diagonal touchscreen
	Bluetooth for phone personal cell phone connectivity to vehicle audio system
	Wireless Apple CarPlay/Wireless Android Auto

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Data Version: 21206. Data Updated: Dec 13, 2023 6:41:00 PM PST.

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

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

Entertainment	
	Wi-Fi Hotspot capable (Standard with (UE1) OnStar only. Terms and limitations apply. See onstar.com or dealer for details.)
Interior	
	Seats, front 40/20/40 split-bench (Not available with (D07) center floor console and (USR) USB data ports.) (STD)
	Seat trim, cloth
	Seat adjusters, 8-way power includes 6-way power front passenger seat with 2-way power lumbar
	Seat adjusters, 10-way power includes 8-way power driver seat with 2-way power lumbar
	Seats, second row 60/40 split-folding bench, manual
	Seats, third row 60/40 split-folding bench, manual (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
	Floor covering, Black rubberized vinyl (Deleted when (B30) floor covering is ordered.)
	Electronic Precision Shift
	Steering column lock, electrical
	Steering column, manual tilt and telescopic
	Steering wheel, urethane
	Steering wheel controls, mounted audio, Driver Information Center, cruise control and Forward Collision Alert following gap button (if equipped) (left backside Seek/Scan steering wheel radio buttons are inoperable; these 2 buttons can be repurposed for aftermarket emergency equipment)
	Driver Information Center, 4.2" diagonal color display includes driver personalization
	Rear Seat Reminder
	Door locks, power programmable with lockout protection and delayed locking (When ordered with (9C1) Police Vehicle or (5W4) Special Service Vehicle, Auto Lockout is disabled on driver door.)
	Keyless Open includes extended range Remote Keyless Entry
	Cruise control, electronic with set and resume speed
	Theft-deterrent system, content, electrical, unauthorized entry
	USB data ports, 4 total; 2, one-type-A and one type-C located within center console and 2, one type-A and one type-C located on instrument panel
	USB charging-only ports, 4 type-C, (2) located on rear of center console and (2) in 3rd row (1 left and 1 right side below quarter glass side window) (When ordered with (9C1) Police Vehicle or (5W4) Special Service Vehicle, (2) type-C ports are moved to the rear of center seat base and (2) type-C are moved to the cargo area. Deleted when (A50) front bucket seats are ordered.)
	Window, power with driver Express-Up/Down
	Window, power with front passenger Express-Up/Down
	Windows, power with rear Express-Down

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

Interior	
	Air conditioning, tri-zone automatic climate control with individual climate settings for driver, right front passenger and rear seat occupants
	Air conditioning, rear
	Defogger, rear-window electric
	Power outlets, 2, 120-volt, located on the rear of the center seat and rear cargo area
	Power outlet, front auxiliary, 12-volt, located in the center stack of instrument panel
	Mirror, inside rearview manual day/night
	Visors, driver and front passenger illuminated vanity mirrors, sliding
	Assist handles, overhead, driver and front passenger, located in headliner
	Assist handles, front passenger A-pillar and second row outboard B-pillar (Deleted when SEO (7X2) left- and right-hand spotlamps or SEO (7X3) left-hand spotlamp are ordered.)
	Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions. On Police/Special Service vehicles, the control switch is located in the roof console in lieu of the driver - and passenger-side door switch with delayed entry feature.
	Cargo management system
	Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)
Safety-Mechanical	
	Automatic Emergency Braking
	Hill Start Assist
	StabiliTrak, stability control system with brake assist, includes traction control
Safety-Exterior	
	Daytime Running Lamps, reduced intensity low beam
Safety-Interior	
	Airbags, Frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for all rows in outboard seating positions (Deleted when (A50) front bucket seats are ordered. Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
	Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
	OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)
	Front and Rear Park Assist
	Following Distance Indicator (Deleted when (9C1) Police Vehicle or (5W4) Special Service Vehicle is ordered.)

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

Safety-Interior

HD Rear Vision Camera

Front Pedestrian Braking (Deleted when (9C1) Police Vehicle or (5W4) Special Service Vehicle is ordered.)

Lane Keep Assist with Lane Departure Warning (Deleted when (9C1) Police Vehicle or (5W4) Special Service Vehicle is ordered.)

Forward Collision Alert (Deleted when (9C1) Police Vehicle or (5W4) Special Service Vehicle is ordered.)

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings or Teen Driver menu (When ordered with (9C1) Police Vehicle or (5W4) Special Service Vehicle, defaulted off. Feature can be turned on in the Infotainment menu.)

Door locks, rear child security, manual

LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats lower anchors and top tethers located in all second-row seating positions (Deleted when (ATZ) second row seat delete is ordered.)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System auto learn, includes Tire Fill Alert (does not apply to spare tire)

Warning tones headlamp on, driver and right-front passenger seat belt unfasten and turn signal on

3 Years of OnStar Remote Access. The OnStar Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (Deleted when (UDA) vehicle deactivated communication system is ordered. OnStar Remote Access Plan does not include emergency or security services. Fleet customers will get Fleet Remote Access through OnStar Vehicle Insights. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Maintenance Note: First Visit: 12 Months/12,000 Miles

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EXHIBIT B

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

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✓ Complete)

Quote Worksheet

		MSRP
Base Price		$53,450.00
Dest Charge		$1,995.00
Total Options		$995.00
	Subtotal	**$56,440.00**
DEALER DISCOUNT		($4,500.00)
GM BID ASSISTANCE		($1,650.00)
ADMIN FEE		$300.00
5 YEAR/100,000 MILE WARRANTY $0 DEDUCTIBLE		$2,500.00
	Subtotal Pre-Tax Adjustments	**($3,350.00)**
Less Customer Discount		$0.00
	Subtotal Discount	**$0.00**
Trade-In		$0.00
	Subtotal Trade-In	**$0.00**
	Taxable Price	**$53,090.00**
Sales Tax		$0.00
	Subtotal Taxes	**$0.00**
	Subtotal Post-Tax Adjustments	**$0.00**
	Total Sales Price	**$53,090.00**

5-1-2024
Dealer Signature / Date

#985
CAPT.
Customer Signature / Date

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Data Version: 22295. Data Updated: Apr 24, 2024 6:44:00 PM PDT.

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

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✓ Complete)

Quote Worksheet

		MSRP
Base Price		$53,450.00
Dest Charge		$1,995.00
Total Options		$995.00
	Subtotal	**$56,440.00**
DEALER DISCOUNT		($4,500.00)
GM BID ASSISTANCE		($1,650.00)
ADMIN FEE		$300.00
5 YEAR/100,000 MILE WARRANTY $0 DEDUCTIBLE		$2,500.00
	Subtotal Pre-Tax Adjustments	**($3,350.00)**
Less Customer Discount		$0.00
	Subtotal Discount	**$0.00**
Trade-In		$0.00
	Subtotal Trade-In	**$0.00**
	Taxable Price	**$53,090.00**
Sales Tax		$0.00
	Subtotal Taxes	**$0.00**
	Subtotal Post-Tax Adjustments	**$0.00**
	Total Sales Price	**$53,090.00**

Dealer Signature / Date

Customer Signature / Date

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Molle Chevrolet

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✓ Complete)

Window Sticker

SUMMARY

[Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial — MSRP:$53,450.00

Interior:Jet Black, Cloth seat trim

Exterior 1:Black

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8

Transmission, 10-speed automatic

OPTIONS

CODE	MODEL		MSRP
CK10706	[Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial		$53,450.00
	OPTIONS		
1FL	Commercial Preferred Equipment Group		$0.00
5J3	Calibration, Surveillance Mode interior lighting	Inc.	
5J9	Calibration, taillamp flasher, Red/White	Inc.	
5LO	Calibration, taillamp flasher, Red/Red	Inc.	
6J7	Flasher system, headlamp and taillamp, DRL compatible with control wire	Inc.	
9C1	Identifier for Police Package Vehicle		$0.00
ATD	Seat delete, third row passenger	Inc.	
AX2	Key, unique	Inc.	
AZ3	Seats, front 40/20/40 split-bench		$0.00
BCV	Lock control, driver side auto door lock disable	Inc.	
BTV	Remote start		$300.00
C6G	GVWR, 7600 lbs. (3447 kg)	Inc.	
FE9	Emissions, Federal requirements		$0.00
GBA	Black		$0.00
GU5	Rear axle, 3.23 ratio		$0.00
H1T	Jet Black, Cloth seat trim		$0.00
IOR	Audio system, Chevrolet Infotainment 3 system, 8" diagonal HD color touchscreen		$0.00

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Molle Chevrolet
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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✓ Complete)

J55	Brake system, heavy duty	Inc.	
K3W	Battery, 850 cold-cranking amps with 95 amp hour rating	Inc.	
K6K	Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating	Inc.	
KX4	Alternator, 250 amps	Inc.	
L84	Engine, 5.3L EcoTec3 V8		$0.00
MHU	Transmission, 10-speed automatic	Inc.	
PQA	1FL Safety Package		$395.00
PXT	Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel	Inc.	
RAV	Tire, spare 275/55R20 all-season, blackwall, Firestone Firehawk Pursuit	Inc.	
RC1	Skid plate, front	Inc.	
RNQ	Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap	Inc.	
T66	Wiring provision, for outside mirrors and cargo side mirrors	Inc.	
UE4	Following Distance Indicator	Inc.	
UEU	Forward Collision Alert	Inc.	
UHX	Lane Keep Assist	Inc.	
UHY	Automatic Emergency Braking	Inc.	
UKJ	Front Pedestrian Braking	Inc.	
UT7	Ground wires, blunt cut cargo area and blunt cut console area	Inc.	
V03	Cooling system, extra capacity	Inc.	
V53	Luggage rack side rails, delete	Inc.	
V76	Recovery hooks, 2 front, frame-mounted, Black		$50.00
VK3	License plate front mounting package		$0.00
VQK	LPO, Molded splash guards		$250.00
VXT	Incomplete vehicle	Inc.	
VZ2	Speedometer calibration	Inc.	
WUA	Fascia, front high-approach angle	Inc.	
XCS	Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit	Inc.	
Z56	Suspension Package, heavy-duty, police-rated.	Inc.	
___	Capless Fuel Fill	Inc.	

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

___	Exterior ornamentation delete	Inc.
___	Instrumentation, analog	Inc.
___	Theft-deterrent system, vehicle, PASS-Key III	Inc.
___	Power supply, 50-amp, power supply, auxiliary battery	Inc.
___	Power supply, 100-amp, auxiliary battery, rear electrical center	Inc.
___	Power supply, 120-amp, (4) 30-amp circuit, Primary battery	Inc.
___	Seat belts, 3-point, all seating positions	Inc.
___	Protected idle	Inc.

SUBTOTAL	**$54,445.00**
Adjustments Total	$0.00
Destination Charge	$1,995.00
TOTAL PRICE	**$56,440.00**

FUEL ECONOMY

Est City:14 (2023) MPG

Est Highway:20 (2023) MPG

Est Highway Cruising Range:480.00 mi

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✓ Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
CK10706	2024 Chevrolet Tahoe 4WD 4dr Commercial	$53,450.00

COLORS

CODE	DESCRIPTION
GBA	Black

SUSPENSION PKG

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
Z56	Suspension Package, heavy-duty, police-rated.	0.00 lbs	0.00 lbs	Inc.

EMISSIONS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
FE9	Emissions, Federal requirements	0.00 lbs	0.00 lbs	$0.00

ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
L84	Engine, 5.3L EcoTec3 V8	0.00 lbs	0.00 lbs	$0.00

TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
MHU	Transmission, 10-speed automatic	0.00 lbs	0.00 lbs	Inc.

GVWR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
C6G	GVWR, 7600 lbs. (3447 kg)	0.00 lbs	0.00 lbs	Inc.

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✓ Complete)

AXLE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
GU5	Rear axle, 3.23 ratio	0.00 lbs	0.00 lbs	$0.00

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
1FL	Commercial Preferred Equipment Group	0.00 lbs	0.00 lbs	$0.00

WHEEL TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
PXT	Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel	37.00 lbs	37.00 lbs	Inc.

TIRES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
XCS	Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit	0.00 lbs	0.00 lbs	Inc.

PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
GBA	Black	0.00 lbs	0.00 lbs	$0.00

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
AZ3	Seats, front 40/20/40 split-bench	4.00 lbs	3.00 lbs	$0.00

SEAT TRIM

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
H1T	Jet Black, Cloth seat trim	0.00 lbs	0.00 lbs	$0.00

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✓ Complete)

RADIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system, 8" diagonal HD color touchscreen	0.00 lbs	0.00 lbs	$0.00

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
9C1	Identifier for Police Package Vehicle	0.00 lbs	0.00 lbs	$0.00
PQA	1FL Safety Package	0.00 lbs	0.00 lbs	$395.00

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
5J9	Calibration, taillamp flasher, Red/White	0.00 lbs	0.00 lbs	Inc.
5LO	Calibration, taillamp flasher, Red/Red	0.00 lbs	0.00 lbs	Inc.
6J7	Flasher system, headlamp and taillamp, DRL compatible with control wire	0.00 lbs	0.00 lbs	Inc.
___	Capless Fuel Fill	0.00 lbs	0.00 lbs	Inc.
J55	Brake system, heavy duty	3.00 lbs	0.00 lbs	Inc.
K3W	Battery, 850 cold-cranking amps with 95 amp hour rating	0.00 lbs	0.00 lbs	Inc.
K6K	Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating	0.00 lbs	0.00 lbs	Inc.
KX4	Alternator, 250 amps	0.00 lbs	0.00 lbs	Inc.
RC1	Skid plate, front	0.00 lbs	0.00 lbs	Inc.
T66	Wiring provision, for outside mirrors and cargo side mirrors	0.00 lbs	0.00 lbs	Inc.
UT7	Ground wires, blunt cut cargo area and blunt cut console area	0.00 lbs	0.00 lbs	Inc.
V03	Cooling system, extra capacity	0.00 lbs	0.00 lbs	Inc.
V76	Recovery hooks, 2 front, frame-mounted, Black	6.00 lbs	-1.00 lbs	$50.00

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✓ Complete)

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
___	Exterior ornamentation delete	0.00 lbs	0.00 lbs	Inc.
RAV	Tire, spare 275/55R20 all-season, blackwall, Firestone Firehawk Pursuit	0.00 lbs	0.00 lbs	Inc.
RNQ	Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap	-3.00 lbs	18.00 lbs	Inc.
V53	Luggage rack side rails, delete	0.00 lbs	0.00 lbs	Inc.
VK3	License plate front mounting package	1.00 lbs	0.00 lbs	$0.00
WUA	Fascia, front high-approach angle	0.00 lbs	0.00 lbs	Inc.

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
5J3	Calibration, Surveillance Mode interior lighting	0.00 lbs	0.00 lbs	Inc.
___	Instrumentation, analog	0.00 lbs	0.00 lbs	Inc.
___	Power supply, 100-amp, auxiliary battery, rear electrical center	0.00 lbs	0.00 lbs	Inc.
___	Power supply, 120-amp, (4) 30-amp circuit, Primary battery	0.00 lbs	0.00 lbs	Inc.
___	Power supply, 50-amp, power supply, auxiliary battery	0.00 lbs	0.00 lbs	Inc.
___	Theft-deterrent system, vehicle, PASS-Key III	0.00 lbs	0.00 lbs	Inc.
ATD	Seat delete, third row passenger	0.00 lbs	0.00 lbs	Inc.
AX2	Key, unique	0.00 lbs	0.00 lbs	Inc.
BCV	Lock control, driver side auto door lock disable	0.00 lbs	0.00 lbs	Inc.
BTV	Remote start	0.00 lbs	0.00 lbs	$300.00
VZ2	Speedometer calibration	0.00 lbs	0.00 lbs	Inc.

ADDITIONAL EQUIPMENT - SAFETY-MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
UHY	Automatic Emergency Braking	0.00 lbs	0.00 lbs	Inc.

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✓ Complete)

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
___	Seat belts, 3-point, all seating positions	0.00 lbs	0.00 lbs	Inc.
UE4	Following Distance Indicator	0.00 lbs	0.00 lbs	Inc.
UEU	Forward Collision Alert	0.00 lbs	0.00 lbs	Inc.
UHX	Lane Keep Assist	0.00 lbs	0.00 lbs	Inc.
UKJ	Front Pedestrian Braking	0.00 lbs	0.00 lbs	Inc.

ADDITIONAL EQUIPMENT - LPO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
VQK	LPO, Molded splash guards	2.00 lbs	2.00 lbs	$250.00

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
___	Protected idle	0.00 lbs	0.00 lbs	Inc.
VXT	Incomplete vehicle	0.00 lbs	0.00 lbs	Inc.
	Options Total	**50.00 lbs**	**59.00 lbs**	**$995.00**

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Data Version: 22295. Data Updated: Apr 24, 2024 6:44:00 PM PDT.

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: February 23, 2024 **CONTRACT NO. 2015-152**

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

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

ISSUE/REQUEST

Adopt a Resolution approving Amendment No. 3 in the amount of $100,000 with JCI Industries LLC dba JCI Industries, Inc. for Pump & Motor Repair services contract #2015-152. This Change Order exceeds the administrative authority to approve contracts in Section 115.160 of the Blue Springs Code of Ordinances.

BACKGROUND/JUSTIFICATION

On November 1, 2015, the City of Blue Springs entered a contract with JCI Industries LLC dba JCI Industries, Inc. for Pump & Motor Repairs. The Public Works Department has multiple pumps and motors throughout the Water Department, Sewer Department, and Wastewater Treatment Plant that require maintenance services, repairs, and replacement.

During the beginning of the 2023-2024 contract term the Department experienced multiple large pump failures that depleted a majority of the existing contract amount. There are also two pumps, a Flygt pump at the Chapman Lake Lift Station and a Flygt pump at the Wastewater Treatment Plant, that are in need of repairs. The Chapman Lake Lift Station repairs were quoted at $26,261 and the Wastewater Treatment Plant repairs have been quoted at $35,661. These pumps and motors are vital to the operations of our Treatment Plant and Lift Stations.

This Amendment will allow for the necessary repairs to take place, as well as provide funds for additional repairs that may be needed throughout the remainder of the contract term.

FINANCIAL IMPACT

Contractor:	JCI Industries LLC dba JCI Industries, Inc.
Amount of Request/ Contract:	$100,000
Amount Budgeted:	$0
Budget Year:	FY23/24
Funding Source/Account #:	460-36020-530508 - $50,000 460-36030-530508 - $50,000
Account Balance:	460-36020-530508 - $50,963.86 460-36030-530508 - $142,006.50 Date: 3/25/2024

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
May 20, 2024	October 31, 2024
Years and Months Contract in effect	**Number of times renewable**
7 Months	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with proposed Amendment No. 3 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:	☐	N/A
Anti-Discrimination Against Israel Act Certification (contract over $100,000)	☒	

Wage Order, by reference	☐	Wage Order Number: N/A
IRS Form W-9:	☐	N/A
Bid/RFP/RFQ: (submit all)	☐	N/A
Bid/RFP/RFQ Tabulation:	☐	N/A
Bid Waiver: (less than three bids)	☐	N/A
Contractor address and email:	☐	JCI Industries LLC dba JCI Industries, Inc. 1161 SE Hamblen Rd. Lee's Summit, MO 64081 mswendrowski@jciind.com
Project Exemption Certificate needed:	☐	N/A
Other:	☐	N/A

Resolution No. 39-2024

A RESOLUTION APPROVING AMENDMENT #3 WITH JCI INDUSTRIES LLC DBA JCI INDUSTRIES, INC. FOR PUMP & MOTOR REPAIR SERVICES

WHEREAS, on November 1, 2015, the City entered into a contract for Pump & Motor Repair services with JCI Industries LLC dba JCI Industries, Inc.; and

WHEREAS, the City experienced multiple large pump failures in the beginning of the current contract term, which depleted a majority of the existing contract amount; and

WHEREAS, the City is now experiencing additional large pump failures, a Flygt pump at the Chapman Lake Lift Station, as well as a Flygt pump at the Wastewater Treatment Plant. These additional large repairs needed will exceed the existing contract amount of $117,500; and

WHEREAS, this third Amendment to contract #2015-152 will increase the amount payable under the contract for the November 1, 2023 through October 31, 2024 term by $100,000, for a contract total of $217,500.

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

Section 1. The City Administrator is hereby authorized to execute Amendment #3 to contract 2015-152 with JCI Industries LLC dba JCI Industries, Inc. for Pump & Motor Repair services to increase the maximum amount payable in the November 1, 2023 through October 31, 2024 term by $100,000, for a total of $217,500. A copy of the proposed Amendment is attached hereto as Exhibit “A” and is incorporated herein.

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

Section 3. Scrivener’s Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk 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 20th day of May 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

Rev. 01/01/2024

EXHIBIT A

AMENDMENT #3 TO CONTRACT NO. 2015-152

THIS AMENDMENT is made and entered into on the 20th of May 2024, between City of Blue Springs, Missouri ("City") and JCI Industries LLC dba JCI Industries, Inc. ("Contractor").

WHEREAS, the City entered into Contract No. 2015-152 with Contractor with an effective date of November 1, 2015, for services generally identified as Pump & Motor Repairs; and

WHEREAS, the City experienced multiple large pump failures in the beginning of the current contract term, which depleted a majority of the existing contract amount; and

WHEREAS, the City is now experiencing additional large pump failures, a Flygt pump at the Chapman Lake Lift Station, as well as a Flygt pump at the Wastewater Treatment Plant. These additional large repairs needed will exceed the existing contract amount of $117,500. Quotes for these repairs are attached hereto as **Attachment 1** and **Attachment 2**; and

WHEREAS, the City is requesting an amendment to paragraph 7b, Total Compensation, to alter the Maximum Payment that may be made in the November 1, 2023 through October 31, 2024 term by $100,000, for a contract total of $217,500.

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby agree to the following:

1. Scope amended as follows: Total Compensation amount to be increased by $100,000, for a contract total of $217,500.

2. Terms of Original Agreement. All other terms and conditions of the original agreement not modified in this Amendment shall remain in full force and effect and be considered incorporated herein as part of the amended agreement.

3. The parties expressly agree, notwithstanding any provision to the contrary, that the terms and provisions of this Amendment and the terms and provisions contained in Contract No. 2015-152, control the agreement between the parties and supersede any and all other documents including any terms and conditions contained in any quote provided.

4. The parties agree that the City is not indemnifying Contractor for any reason whatsoever.

IN WITNESS WHEREOF, this Amendment has been executed and delivered as of the date set forth in the caption above.

CONTRACTOR: JCI INDUSTRIES, INC.

By: Matt Marthinson
Matt Marthinson (May 16, 2024 20:59 EDT)
Name: Matt Marthinson
Title: Chief Operating Officer
May 16, 2024

CITY OF BLUE SPRINGS

City Administrator

APPROVED AS TO FORM

Interim City Attorney

ATTACHMENT 1

JCI Industries, Inc.
1161 SE Hamblen Rd.
Lee's Summit, MO 64081
Tel: 816-525-3320
www.jciind.com

Friday, November 3, 2023

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

Phone: 816-224-2717

Attention: Butch Butner

Subject: Blue Springs, MO - Flygt 3356 Pump Repair

Quotation #: SEQT-46575TWIL
Please refer to this number when ordering

Butch Butner:

JCI Industries, Inc. would like to thank you for the opportunity to provide a proposal on the above referenced service. We appreciate the opportunity to provide our equipment and services. Please contact us if you have any questions regarding this offering. Thank you.

Best regards,

Trever Wilson

Trever Wilson

Service Engineer
JCI Industries, Inc.

Mark Swendrowski

Mark Swendrowski

Sales Engineer
JCI Industries, Inc.
816-803-9607

JCI Industries, Inc.
1161 SE Hamblen Rd.
Lee's Summit, MO 64081
Tel: 816-525-3320
www.jciind.com

Friday, November 3, 2023

Quote #: SEQT-46575TWIL

Item	Description	Qty	Unit Price

1.00	**Scope Of Repair for Flygt 3356 Pump**
	Found Upon Disassembly and Inspection:
	• Power and control cable tested good
	• Product visible in oil due to lower seal failure
	• Volute wear plate worn beyond repair
	• Impeller is worn and will need to be ceramic coated
	• Shaft TIR and fits are good
	• Rotor passed the growl test
	• Stator tested good
	• Bearing housing fits are within tolerance
	
	The Following Will Be Completed:
	Finish cleaning all parts being reused for repair
	Replace the Following Purchased Parts:
	• Basic Repair Kit
	  ○ O-ring Kit
	  ○ Bearings
	  ○ Mechanical seals
	  ○ Washers and retaining rings
	• Drive End O-Ring Kit
	• Temp. Sensor
	• Detector unit
	• Level sensor
	• FLS
	• Volute insert ring
	Machine Work:
	• Ceramic coat the impeller
	• Balance rotor and impeller, to G2.5 for operation speed
	Assemble Unit Complete
	Pressure test mechanical seals
	Fill unit with correct amount of coolant
	Prime and paint with industrial enamel
	Test run and document readings
	Final Inspection
	Prepare For Shipping
		1	$35,661.00

Terms & Conditions	
Lead Time 7 Weeks After Receiving Order	**Payment Terms** Net 30
Shipping Method JCI To Deliver	**Shipping Terms** Prepaid and Added to Invoice
F.O.B. Warehouse	Due to current market conditions, please confirm pricing at point of order.

ATTACHMENT 2

JCI Industries, Inc.
1161 SE Hamblen Rd.
Lee's Summit, MO 64081
Tel: 816-525-3320
www.jciind.com

Tuesday, December 5, 2023

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

Phone: 816-224-2717

Attention: Butch Butner

Subject: Blue Springs, MO - Chapman Lake Flygt 3202, S/N: S0630009

Quotation #: SEQT-70199TWIL
Please refer to this number when ordering

Butch Butner:

JCI Industries, Inc. would like to thank you for the opportunity to provide a proposal on the above referenced service. We appreciate the opportunity to provide our equipment and services. Please contact us if you have any questions regarding this offering. Thank you.

Best regards,

Trever Wilson

Trever Wilson

Service Engineer
JCI Industries, Inc.

Mark Swendrowski

Mark Swendrowski

Sales Engineer
JCI Industries, Inc.
816-803-9607

JCI Industries, Inc.
1161 SE Hamblen Rd.
Lee's Summit, MO 64081
Tel: 816-525-3320
www.jciind.com

Tuesday, December 5, 2023

Quote #: SEQT-70199TWIL

Item	Description	Qty	Unit Price

1.00	**Scope Of Repair for Flygt 3202 S/N: S0630009**
	Found Upon Disassembly and Inspection:
	• Power cable tested bad due to moisture wicking through due to puncture
	• No glycol in housing
	• Shaft wear at upper bearing journal
	• Stator needs rewind due to leads broke coming through lead thru
	• Stationary ring has minimal wear
	• Impeller has minimal wear
	• Bearing housings are in good condition
	• Volute is in good condition
	• Adaptor needs replaced due to damage at the seal fit
	
	The Following Will Be Completed:
	Finish cleaning all parts being reused for repair
	Replace the Following Purchased Parts:
	• Basic Repair Kit
	  ○ O-ring Kit
	  ○ Bearings
	  ○ Mechanical seals
	  ○ Washers and retaining rings
	• 37' Power cable
	• Lead through unit
	• Partition
	• Support, ends
	• Connection, crosses
	• Clamp, terminals
	• Level sensor
	• Protective cap
	• Terminal Rail
	• Adaptor
	• Seal Sleeves
	Machine Work:
	• Stator rewind
	• Undercut and lazer weld upper seal fit on shaft
	• Balance rotor for 1800 RPM
	• Balance rotating assembly with impeller for 1800 RPM
	Assemble Unit Complete
	Pressure test mechanical seals
	Fill unit with correct amount of glycol
	Test run
	Prime and paint with industrial enamel
	Final Inspection
	Prepare For Shipping
		1	$26,261.00

Terms & Conditions	
Lead Time 5 Weeks After Receiving Order	**Payment Terms** NET 30
Shipping Method JCI To Repair	**Shipping Terms** Prepaid and Added to Invoice
Due to current market conditions, please confirm pricing at point of order.	

JCI INDUSTRIES, INC.

Terms:

- Payment terms are net 30 in accordance with the following milestones:
  - 90% on delivery
  - 5% on startup and successful field test
  - 5% on finalized approved O&M Manuals

- Validity: 120 days from proposal date

STANDARD TERMS OF SALE (EQUIPMENT AND SERVICES/

1. Applicable Terms. These terms govern the purchase and sale of the equipment (collectively the "Equipment") and related or other services (collectively the "Services") referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be (the "Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Orders for Equipment or Services will not be binding on Seller until accepted in writing by Seller. An acknowledgment in oral or written form or similar communication issued by Seller pursuant to Buyer's purchase order constitutes an expression of acceptance of such purchase order, but such expression of acceptance is expressly conditioned upon Buyer's assent to these terms, which assent will be deemed to have been given by Buyer receiving the Equipment and any Services provided by Seller.

2. Payment. Buyer shall pay Seller the full purchase price for the Equipment and Services as set forth in Seller's Documentation in U.S. Dollars. Unless Seller's Documentation provides otherwise, freight charges, storage charges, insurance premiums and/or other costs and all taxes, duties or other governmental charges relating to the Equipment and Services, as applicable, shall be paid by Buyer. If Seller pays or is required to pay any such charges, Buyer shall immediately reimburse Seller. Unless otherwise provided in Seller's Documentation, all payments are due within 30 days after receipt of invoice from Seller. Seller reserves the right to charge to Buyer the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and for all of Seller's reasonable costs (including attorneys' fees, court costs and expenses) of collecting amounts due but unpaid. Seller shall have the right, among other remedies, either to terminate the Agreement or to suspend further deliveries under this and/or other agreements with Buyer in the event Buyer fails to make any payment hereunder when due. All orders are subject to credit approval.

3. Security Interest. To secure Buyer's obligations to pay for the Equipment, Services and all other amounts due or to become due under the Agreement (as defined below), Buyer hereby grants Seller a security interest in the Equipment; all parts, accessories, attachments, replacements and additions related to the Equipment; and all proceeds of any of the foregoing, including, but not limited to, money, checks, deposit accounts and all other cash proceeds and non-cash proceeds and any insurance proceeds payable to Buyer by reason of loss or damage to any of the foregoing property. If Buyer fails to timely make any payments owed under the Agreement or commits any other default under the Agreement, all amounts owed under the Agreement will become immediately due and payable and Seller may proceed to foreclose on the security interest granted herein and may exercise any and all remedies available to it under the Agreement, the Uniform Commercial Code or any other applicable law. Buyer hereby authorizes Seller to file such financing statements relating to the security interest granted herein as Seller deems appropriate.

4. Delivery/Inspection. Delivery of the Equipment and Services shall be in material compliance with the schedule in Seller's Documentation and is contingent upon Seller's prompt receipt of all necessary information and assistance from Buyer. Any delivery dates on Seller's Documentation are estimates only and not a guarantee of delivery on or before such dates. Time is not of the essence with respect to delivery dates. Seller is not responsible for delays in shipment or installation. Seller does not guarantee specific performance or accept responsibility for any liquidated damages, back charges or other losses or penalties that result from delayed delivery, regardless of the cause. Unless Seller's Documentation provides otherwise, delivery terms for Equipment are F.O.B. Seller's facility. Legal title to the Equipment and all risk of loss thereto shall transfer to Buyer upon delivery to the freight carrier at the shipping point. Buyer shall be responsible for all freight costs and securing insurance against risk of loss or damage for the Equipment. Buyer shall notify Seller within 48 hours of delivery of any damage to the Equipment or of any other complaint whatsoever Buyer may have concerning delivery. Buyer shall also note any damage to the Equipment on delivery tickets and shipping receipts at the time of delivery. The failure of Buyer to make such timely complaints and notes shall be deemed an acceptance of the Equipment and a waiver of any claims concerning delivery.

5. Ownership of Materials. All devices, designs (including drawings, plans, prototypes and specifications), estimates, prices, notes, electronic data and other documents or information developed, prepared or disclosed by Seller or at the direction of Seller (collectively the "Seller Materials"), and all related copyrights or other intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such Seller Materials solely for Buyer's use of the Equipment or receipt of the Services. Buyer shall not disclose any such Seller Materials to third parties without Seller's prior written consent and shall not use the Seller Materials for any purpose other than as specifically permitted in the Agreement. Seller may photograph and or record video in areas where the Services are being performed and may use same for advertising/promotional purposes.

Seller's Documentation related to the Services, the parties shall negotiate an appropriate change order or addendum to address the details of the change and any resulting price, schedule or other contractual modifications which shall be memorialized in a mutually executed change order or addendum. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms. Seller shall not implement any changes in the scope of Services unless Buyer and Seller agree in writing.

7. Limited Warranty.

a. Subject to the limitations contained in this Section and Section 10 below, during the Equipment Warranty Period (as defined below) Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer ("Buyer Specified Equipment") or is not manufactured by Seller (the "Non-Manufactured Equipment"), and the Buyer Specified Equipment and Non-Manufactured Equipment are sold to Buyer on an "as is" basis. Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller with respect to the Non-Manufactured Equipment and Seller shall have no other liability to Buyer under warranty, tort or any other legal theory with respect to the Non-Manufactured Equipment. If Buyer gives Seller prompt written notice of a breach of this warranty within 12 months from delivery of the Equipment (the "Equipment Warranty Period"),

Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts or refund the purchase price therefor. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Equipment repaired and parts replaced by Seller during the Equipment Warranty Period shall be in warranty for the remainder of the original Equipment Warranty Period or ninety (90) days after repair or replacement, whichever is longer.

b. Subject to the limitations contained in this Section and Section 10 below, during the Services Warranty Period (as defined below) Seller warrants to Buyer that the Services shall materially conform to the description in Seller's Documentation. If Buyer gives Seller prompt written notice of a breach of this warranty within 90 days of Seller's completion of the provided Services at issue (the "Service Warranty Period"), Seller shall, at its sole option and as Buyer's sole remedy, correct or re-perform any errors found by Seller in the provision of the Services or refund the purchase price therefor. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any correction or re-performance made by Seller. Services corrected or re-performed during the Service Warranty Period shall be in warranty for ninety (90) days from the date of correction.

c. Seller's warranty obligations are conditioned on Buyer (a) operating and maintaining the Equipment in accordance with Seller's instructions or any other owner's or operator's manual delivered to Buyer in connection with the delivery of the Equipment, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller). Seller's warranty does not cover repairs necessitated by ordinary wear and tear resulting from operation of the Equipment. Seller shall have no liability for breach of warranty if

(a) Buyer operates the Equipment after the alleged breach of warranty occurs or (b) any person other than Seller performs any repairs on the Equipment. If the Equipment must be returned to Seller's shop for repairs, Buyer shall pay any costs to ship all or any part of the Equipment to or from Seller's shop, as well as any costs of removal or reinstallation. To the extent that Seller has relied upon any specifications, information, representations regarding operating conditions or other data or information supplied by Buyer, or on Buyer's behalf, to Seller in the selection or design of the Equipment and/or provision of the Services and the preparation of the Seller's Documentation, and in the event that actual operating other conditions differ from those represented by Buyer or its agent and relied upon by Seller, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES, ARE SUBJECT TO THE LIMITATIONS IN THIS AGREEMENT, AND ALL WARRANTIES WHICH EXCEED OR DIFFER FROM THE WARRANTIES IN THIS SECTION ARE DISCLAIMED BY SELLER. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. Force Majeure. Neither Seller nor Buyer shall have any liability for any breach, delays in performance or for non-performance (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delays in transportation, failure of normal sources of supply, labor trouble, labor disputes, labor unrest, unavailability of materials or components, unavoidable casualties, explosion, compliance with governmental requests, laws, regulations, orders or actions, delays in receipt of duty-free or tax-free materials at port clearances, acts of government or any other cause beyond such party's reasonable control. In the event of such delay, the time of Seller's performance shall be extended by a period of time reasonably necessary to overcome the effect of the delay.

9. Cancellation. Buyer may cancel or suspend its order for any or all of the Equipment or any related Services covered by the Agreement only upon Seller's written consent or pursuant to Seller's Documentation (if applicable). If Buyer cancels or suspends its order for any reason other than Seller's material breach of the Agreement, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension. If the Equipment is unique or specially manufactured, and as a result thereof, will have no or significantly diminished resale value if not purchased by Buyer, then Seller may seek specific performance of the Agreement or maintain an action for the difference in the full value of the Equipment and the diminished resale value, if any.

10. LIMITATION OF REMEDY AND LIABILITY. THE REMEDIES OF BUYER EXPRESSLY SET FORTH IN THESE TERMS ARE EXCLUSIVE AND NO OTHER REMEDY SHALL BE AVAILABLE TO BUYER OR ANY OTHER PERSONS OR ENTITIES, WHETHER BY DIRECT ACTION, FOR CONTRIBUTION OR INDEMNITY OR OTHERWISE. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE TO BUYER OR ANY OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE OR USE, AND SELLER'S TOTAL AGGREGATE LIABILITY TO BUYER OR ANY OTHER PARTY RELATING TO OR RESULTING FROM THE SALE, PROVISION OR USE OF THE EQUIPMENT OR SERVICES SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE SPECIFIC EQUIPMENT OR SERVICES PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

11. Retained Equipment. In the event that Buyer sends any equipment to JCI to request a quote and the quote is not accepted in writing by Buyer, then Buyer shall make arrangements to pick up their equipment as soon as possible. If any equipment is left on Supplier's premises for more than 6 months such equipment shall automatically become the property of Supplier, and Supplier shall have the right to do anything is decides with respect to such equipment, including, but not limited to, sell such equipment, repair and sell such equipment, scrap the equipment or retain the equipment.

12. Insurance. Seller shall maintain the following insurance coverage: **Worker's Compensation** in accordance with the statutory requirements of the state in which the work is performed. **Employer's Liability** with a limit of liability of $1,000,000 per occurrence for bodily injury by accident or bodily injury by disease. **Commercial General Liability (CGL)** for bodily injury and property damage with a limit of $1,000,000 per occurrence and per location aggregate. **Automobile Liability** insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of $1,000,000. Automobile Liability insurance includes Contractual Liability, but no special endorsements. **Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the limitations of liability, insurance coverage, and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties.**

13. Indemnity. Seller shall indemnify and hold the Buyer harmless from loss, damage, liability or expense resulting from damage to personal property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act or omission of the Seller or that Seller's subcontractors, agents or employees during performance of services hereunder. Such indemnification shall be reduced to the extent damage or injuries are attributable to others and in no event shall the Seller be obligated to indemnify or insure the Buyer for the indemnitee's own fault or negligence. The Seller shall defend the other party in accordance with and to the extent of the above indemnification, provided that the Seller is: i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or injuries; ii) given all reasonable information and assistance by the other party; iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims, or the Seller's obligations herein shall be deemed waived.

14. Miscellaneous. If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with Seller's Documentation, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed, cancelled

or waived except by a written document signed by Seller and Buyer. No waiver by either party of a breach or default hereunder will be deemed a waiver by such party of a subsequent breach or default of a like or similar nature. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement or any of Buyer's rights or obligations hereunder (including transfers by operation of law such as a change in control of the ownership of Buyer or a merger) without Seller's prior written consent.

Any assignment in violation of this Agreement shall be void and of no effect. The Agreement shall be governed by the laws of the State of Missouri without regard to its conflict of laws provisions. Any cause of action or other resolution of any dispute hereunder shall be subject to the exclusive jurisdiction of any state or federal court located in Jackson County, Missouri at Independence. If Seller prevails in any action against Buyer to enforce the terms of the Agreement, Buyer will reimburse Seller for all of Seller's reasonable attorneys' fees and other costs and expenses incurred in connection with such action. If Buyer prevails in any action against Seller to enforce the terms of the Agreement, Seller will reimburse Buyer for all of Buyer's reasonable attorneys' fees and other costs and expenses incurred in connection with such action. The remedies expressly provided for in these conditions shall be in addition to any other remedies that Seller may have under the Uniform Commercial Code or other applicable law. These terms are for the exclusive benefit of Seller and Buyer. These terms are not intended for the benefit of any other person and no other person shall have any rights hereunder.

City Blue Springs JCI Amend 3 final 2024-5-16 egs

Final Audit Report 2024-05-17

Created:	2024-05-16
By:	Edward Seigerst (gary.seigerst@otcindustrial.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAArWbOnb5Dt4HF_-w5oh5J-lePFgv4Zd4l

"City Blue Springs JCI Amend 3 final 2024-5-16 egs" History

Document created by Edward Seigerst (gary.seigerst@otcindustrial.com)
2024-05-16 - 2:07:59 PM GMT

Document emailed to Matt Marthinson (matt.marthinson@otcindustrial.com) for signature
2024-05-16 - 2:08:05 PM GMT

Email viewed by Matt Marthinson (matt.marthinson@otcindustrial.com)
2024-05-17 - 0:59:19 AM GMT

Document e-signed by Matt Marthinson (matt.marthinson@otcindustrial.com)
Signature Date: 2024-05-17 - 0:59:32 AM GMT - Time Source: server

Agreement completed.
2024-05-17 - 0:59:32 AM GMT

Adobe Acrobat Sign

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: May 15, 2024

SUBMITTED BY: Sheryl Morgan **DEPARTMENT: Administration**

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

ISSUE/REQUEST

Pursuant to Blue Springs Home Rule Charter Section 4.4.C – Powers and Duties; Appointments, the Mayor, with the advice and consent of the majority of the Council, shall appoint all members of committees, boards, and commissions. A slate of 2024 appointments and reappointments will be submitted to Council for approval.

BACKGROUND/JUSTIFICATION

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

Appearance Review Committee:
Reappoint: David Smith, Chair
Board of Adjustment:
New Appointment: Justice Horn (Alternate No. 1; term expiring 2026)
Community Development Block Grant Advisory Board:
Reappoint: Susan Stokenbury, Planning Commission Rep.
New Appointment: Ken Horrell, Chair
Jaime Russell, Vice Chair
Lyle Shaver, Downtown Alive Rep.
Development Advisory Commission:
Reappoint: Chase Roscher (term expiring 2026)
Downtown Review Board:
New Appointment: Susan Stokenbury (Planning Commission Rep. 1)
Brian Ingersoll (Planning Commission Rep. 2)
Jaime Russell, Chair
Historic Preservation Commission:
New Appointment: Ryan Crider, Vice Chair
Reappoint: Amy Coale
Nicole Watkins (formerly Gaulden)
Park Commission:
New Appointment: Brittany Boswell
Public Art Commission:
New Appointment: Taylor Beller, Chair
Kathy Cornelius, Vice Chair
Elizabeth Owen

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
May 20, 2024	April 30, 2025

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

N/A

REVIEWED BY:

Requesting Director: ***Sheryl Morgan***	Budget: ***N/A***
Legal: ***N/A***	City Administrator: ***Christine Cates***

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: May 15, 2024

SUBMITTED BY: Sheryl Morgan **DEPARTMENT: Administration**

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

ISSUE/REQUEST

Pursuant to Blue Springs Home Rule Charter Section 4.4.C – Powers and Duties; Appointments, the Mayor appoints all members of committees, boards, and commissions, with the advice and consent of the majority of the Council. The slate of 2024 Council representative and liaison appointments and reappointments are submitted to Council for approval.

BACKGROUND/JUSTIFICATION

The list of the Mayor's 2024 City Council appointments and reappointments to serve as representatives and liaisons for the City's Boards and Commissions effective May 1 are as follows:

Community Development Block Grant Advisory Board (voting members):
Councilmember Ericson
Councilmember Edmondson
Councilmember Culpepper

Development Advisory Commission:
Councilmember Ericson

Downtown Review Board:
Councilmember Kaylor
Councilmember Edmondson

Park Commission:
Councilmember Kaylor

Public Art Commission:
Councilmember Edmondson

Public Safety Citizens' Advisory Board:
Councilmember Ericson

Solid Waste Management Commission:
Councilmember Fowler

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
May 20, 2024	April 30, 2025

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. N/A

REVIEWED BY

Requesting Director: ***Sheryl Morgan***	Budget: ***N/A***
Legal: ***N/A***	City Administrator: ***Christine Cates***

CITY OF BLUE SPRINGS, MISSOURI

CITY COUNCIL
May 20, 2024

EXHIBITS FOR PUBLIC HEARING

29607 R.D. MIZE ROAD ANNEXATION
(ANNX-03-24-9089)

EXHIBIT #1 City Council Information Form dated May 14, 2024 with the following attachments: Site Location Maps; Petition of Voluntary Annexation with attachments; Affidavit of Publication in The Examiner on April 27, 2024; 185 ft. Notification Map; Names/addresses of property owners within 185 ft. of site; Copy of letter sent to said property owners and Bill approving Annexation.

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: May 14, 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 Applicants, Judy D. Smith, Bruce M. Bellington Trust, and Bellington Larry D. Estate, for consideration to approve an annexation of property (approximately 18.47 acres) located at 29607 R.D. Mize Road into the City limits. (ANNX-03-24-9089) Upon conclusion of the public hearing, a Bill approving the Annexation will be ready for introduction and the first reading.

BACKGROUND/JUSTIFICATION

The owners are petitioning to annex the approximately 18.47-acre property into city limits. A Pre-Application Meeting was held on March 14, 2024, to discuss future development possibilities on this unincorporated property. Annexation into the city prior to development is required to utilize the public utilities in the area. Today the site is undeveloped and wooded.

Without annexation into the city, development is possible on the property in accordance with Jackson County requirements. This request is for the public hearing and first reading of the bill for the proposed annexation. The second reading is scheduled for the June 3, 2024, City Council meeting.

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
June 3, 2024	N/A

STAFF RECOMMENDATION

Staff recommends approval of the Annexation (ANNX-03-24-9089)

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Site Location Maps; Petition of Voluntary Annexation with attachments; Affidavit of Publication in The Examiner on April 27, 2024; 185 ft. Notification Map; Names/addresses of property owners within 185 ft. of site; Copy of letter sent to said property owners.

2. Bill approving Annexation.

REVIEWED BY:

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

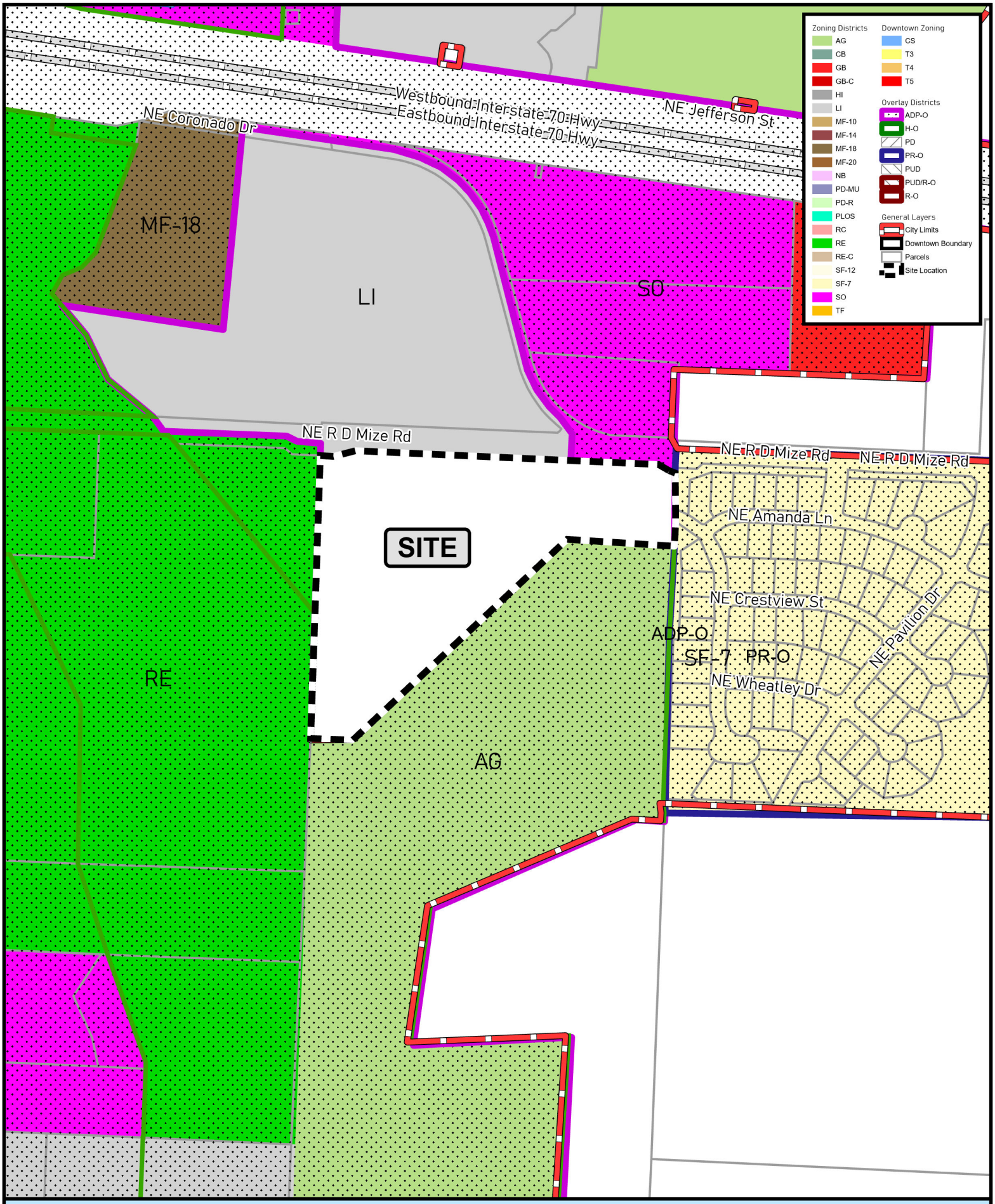


The City of Blue Springs Missouri

ANNX-03-24-9089
29607 R. D. MIZE ROAD ANNEXATION
AERIAL LOCATION MAP

N

1 inch = 450 feet
Date: 4/1/2024



The City of Blue Springs Missouri

ANNX-03-24-9089
29607 R. D. MIZE ROAD ANNEXATION
SITE LOCATION MAP

N

1 inch = 450 feet

Date: 4/1/2024

The City of Blue Springs Missouri

Planning Application

903 W Main Street, Blue Springs, MO | 816-228-0207
developmentsubmittals@bluespringsgov.com

OFFICE USE ONLY – *Updated 10-13-2020*	
CASE #:	ANNX-03-24-9089
PC MEETING:	
CC MEETING:	05/20/2024
BOA MEETING:	
NEWSPAPER:	04/27/2024
NOTICE LETTERS:	04/26/2024
PLANNER:	Dave McCumber

PETITION OF VOLUNTARY ANNEXATION TO THE CITY OF BLUE SPRINGS, MISSOURI

PRINT AND SUBMIT ONCE FILLED OUT – DO NOT E-MAIL TO STAFF

I/We, the undersigned JUDY D SMITH REVOCABLE LIVING TRUST hereinafter referred to as the Petitioner, for our petition to the City Council of the City of Blue Springs, Missouri, state and allege as follows:

1. That I/We are the owners of record of the real estate in Jackson County, Missouri described as follows, to wit: (Please attach the following information)

   - ☐ Legal Survey Annexation Map drawing of the property. No. Acres 18.47
   - ☐ Legal Description to be provided in electronic format, preferably Microsoft Word
   - ☐ ParcelNo. 36-720-02-01-01-0-00-000 Sec.Twp.Rng._____
   - ☐ Proof of Ownership of property described
   - ☐ Clearly and accurately describe any existing land uses and structures (e.g. residences, billboards, etc.)

2. That I/We agree to post one or more Public Hearing signs, provided by the City.

3. That I/We acknowledge the City will send notification to property owners within 185 ft. of my property. The City will also legally publish notice of the hearing. The cost which I/We are responsible for reimbursing.

4. That the said real estate is not now a part of any incorporated municipality.

5. That the said real estate is contiguous to the existing corporate limits of the City of Blue Springs, Missouri.

6. That I/We have attached herewith a list of all contiguous holdings in which I/We have ownership interest.

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04/12/2024 11:42:33 AM

7. That I/We request that the said real estate be annexed to, and be included within the corporate limits of the City of Blue Springs, Missouri, as authorized by the provisions of Section 71.012 RSMo 1986.

Dated this ~~14th~~ 18th day of March, 2024.

/s/ Judy D. Smith
Property Owner (s) (Affiant (s))

JUDY D SMITH REVOCABLE LIVING TRUST
Please print name (s)

1565 CHAMPIONSHIP BLVD
Address

FRANKLIN, TN 37064
City/State/Zip

Phone No.

Fax No. E-Mail

ACKNOWLEDGEMENT AND VERIFICATION BY INDIVIDUALS

STATE OF ~~MISSOURI~~ Tennessee)
) SS
COUNTY OF ~~JACKSON~~ Williamson

On this 18th day of March, 2024, before me personally appeared Judy D. Smith, being of lawful age and after being duly sworn, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he/she/they subscribed, affirmed and executed the same as their free act and deed, and further verified to me under oath that affiant(s) has/have read the foregoing Petition of Voluntary Annexation and that the facts set forth therein are true and correct.

NIKKI BROWN
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY
MY COMMISSION EXPIRES APRIL 11, 2026

IN WITNESS AND TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Franklin, ~~Missouri~~ Tennessee the day and year first above written.

/s/ Nikki Brown
Notary Public
My Official Term Expires: April 11, 2026

(Seal)

ACKNOWLEDGEMENT AND VERIFICATION BY CORPORATION

STATE OF ~~MISSOURI~~ Tennessee)
) SS
COUNTY OF ~~JACKSON~~ Williamson

On this 18th day of March, 2024 before me personally appeared Judy D. Smith revocable living trust, of lawful age, to me known to be the person(s) described in and who being by me duly sworn did state that he/she is the _____ of _____ and that the seal affixed to the foregoing instrument is the Corporate Seal of said Corporation and that he/she has signed this document by authority of its Board of Directors, and said _____ subscribed, affirmed and acknowledged said instrument to be the free act and deed of said Corporation, and further verified to me under oath to me

Received
03/25/2024 4:28:32 PM

that affiant has read the foregoing Petition of Voluntary Annexation and that the facts set forth therein are true and correct, according to affiant's best knowledge and belief..

IN WITNESS AND 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.

/s/ Nikki Braun
Notary Public
My Official Term Expires: April 11, 2026

(Seal)



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03/25/2024 4:28:32 PM

The City of Blue Springs Missouri

Planning Application

903 W Main Street, Blue Springs, MO | 816-228-0207
developmentsubmittals@bluespringsgov.com

OFFICE USE ONLY – *Updated 10-13-2020*	
CASE #:	ANNX-03-24-9089
PC MEETING:	
CC MEETING:	05/20/2024
BOA MEETING:	
NEWSPAPER:	04/27/2024
NOTICE LETTERS:	04/26/2024
PLANNER:	Dave McCumber

PETITION OF VOLUNTARY ANNEXATION TO THE CITY OF BLUE SPRINGS, MISSOURI

PRINT AND SUBMIT ONCE FILLED OUT – DO NOT E-MAIL TO STAFF

I/We, the undersigned Bruce M Bellington Trust hereinafter referred to as the Petitioner, for our petition to the City Council of the City of Blue Springs, Missouri, state and allege as follows:

1. That I/We are the owners of record of the real estate in Jackson County, Missouri described as follows, to wit: (Please attach the following information)

   - ☐ Legal Survey Annexation Map drawing of the property. No. Acres 18.47
   - ☐ Legal Description to be provided in electronic format, preferably Microsoft Word
   - ☐ ParcelNo. 36-720-02-01-01-0-00-000 Sec.Twp.Rng._____
   - ☐ Proof of Ownership of property described
   - ☐ Clearly and accurately describe any existing land uses and structures (e.g. residences, billboards, etc.)

2. That I/We agree to post one or more Public Hearing signs, provided by the City.

3. That I/We acknowledge the City will send notification to property owners within 185 ft. of my property. The City will also legally publish notice of the hearing. The cost which I/We are responsible for reimbursing.

4. That the said real estate is not now a part of any incorporated municipality.

5. That the said real estate is contiguous to the existing corporate limits of the City of Blue Springs, Missouri.

6. That I/We have attached herewith a list of all contiguous holdings in which I/We have ownership interest.

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7. That I/We request that the said real estate be annexed to, and be included within the corporate limits of the City of Blue Springs, Missouri, as authorized by the provisions of Section 71.012 RSMo 1986.

Dated this 15th day of March, 2024.

/s/ B Bellington
Property Owner (s) (Affiant (s)

Bruce M Bellington Trust
Please print name (s)

26329 State Hiway Y
Address

Novinger, Mo 63559
City/State/Zip

816-956-1507
Phone No.

Fax No.

E-Mail

ACKNOWLEDGEMENT AND VERIFICATION BY INDIVIDUALS

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON

On this 15 day of March, 2024, before me personally appeared Bruce M Bellington, being of lawful age and after being duly sworn, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he/she/they subscribed, affirmed and executed the same as their free act and deed, and further verified to me under oath that affiant(s) has/have read the foregoing Petition of Voluntary Annexation and that the facts set forth therein are true and correct.

IN WITNESS AND TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Blue Springs, Missouri the day and year first above written.

AMY C CARTER
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 13658140
My Commission Expires 03-13-2025

/s/
Notary Public
My Official Term Expires:

(Seal)

ACKNOWLEDGEMENT AND VERIFICATION BY CORPORATION

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON

On this _____ day of _____, 20__, before me personally appeared _____, of lawful age, to me known to be the person(s) described in and who being by me duly sworn did state that he/she is the _____ of _____ and that the seal affixed to the foregoing instrument is the Corporate Seal of said Corporation and that he/she has signed this document by authority of its Board of Directors, and said _____ subscribed, affirmed and acknowledged said instrument to be the free act and deed of said Corporation, and further verified to me under oath to me

Received
03/25/2024 4:28:33 PM

that affiant has read the foregoing Petition of Voluntary Annexation and that the facts set forth therein are true and correct, according to affiant's best knowledge and belief..

IN WITNESS AND 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.

/s/ _____
Notary Public
My Official Term Expires:

(Seal)

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03/25/2024 4:28:33 PM

The City of Blue Springs Missouri

Planning Application

903 W Main Street, Blue Springs, MO | 816-228-0207
developmentsubmittals@bluespringsgov.com

OFFICE USE ONLY – *Updated 10-13-2020*	
CASE #:	ANNX-03-24-9089
PC MEETING:	
CC MEETING:	05/20/2024
BOA MEETING:	
NEWSPAPER:	04/27/2024
NOTICE LETTERS:	04/26/2024
PLANNER:	Dave McCumber

PETITION OF VOLUNTARY ANNEXATION TO THE CITY OF BLUE SPRINGS, MISSOURI

PRINT AND SUBMIT ONCE FILLED OUT – DO NOT E-MAIL TO STAFF

I/We, the undersigned BELLINGTON LARRY D ESTATE hereinafter referred to as the Petitioner, for our petition to the City Council of the City of Blue Springs, Missouri, state and allege as follows:

1. That I/We are the owners of record of the real estate in Jackson County, Missouri described as follows, to wit: (Please attach the following information)

   - ☐ Legal Survey Annexation Map drawing of the property. No. Acres 18.47
   - ☐ Legal Description to be provided in electronic format, preferably Microsoft Word
   - ☐ ParcelNo. 36-720-02-01-01-0-00-000 Sec.Twp.Rng._____
   - ☐ Proof of Ownership of property described
   - ☐ Clearly and accurately describe any existing land uses and structures (e.g. residences, billboards, etc.)

2. That I/We agree to post one or more Public Hearing signs, provided by the City.

3. That I/We acknowledge the City will send notification to property owners within 185 ft. of my property. The City will also legally publish notice of the hearing. The cost which I/We are responsible for reimbursing.

4. That the said real estate is not now a part of any incorporated municipality.

5. That the said real estate is contiguous to the existing corporate limits of the City of Blue Springs, Missouri.

6. That I/We have attached herewith a list of all contiguous holdings in which I/We have ownership interest.

Received
04/12/2024 11:42:33 AM

7. That I/We request that the said real estate be annexed to, and be included within the corporate limits of the City of Blue Springs, Missouri, as authorized by the provisions of Section 71.012 RSMo 1986.

Dated this 14th day of March, 2024.

/s/ Jay L. Bellington
Property Owner (s) (Affiant (s))

BELLINGTON LARRY D ESTATE
Please print name (s)

1101 W MAIN
Address

ODESSA, MO 64076
City/State/Zip

816 230-3322
Phone No.

Fax No. - E-Mail

ACKNOWLEDGEMENT AND VERIFICATION BY INDIVIDUALS

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON

On this 21 day of March, 2024, before me personally appeared Jay L. Bellington, being of lawful age and after being duly sworn, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he/she/they subscribed, affirmed and executed the same as their free act and deed, and further verified to me under oath that affiant(s) has/have read the foregoing Petition of Voluntary Annexation and that the facts set forth therein are true and correct.

IN WITNESS AND TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Blue Springs, Missouri the day and year first above written.

AMY C CARTER
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 13658140
My Commission Expires 03-13-2025

/s/
Notary Public

(Seal)

My Official Term Expires:

ACKNOWLEDGEMENT AND VERIFICATION BY CORPORATION

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON

On this _____ day of _____, 20__, before me personally appeared _____, of lawful age, to me known to be the person(s) described in and who being by me duly sworn did state that he/she is the _____ of _____ and that the seal affixed to the foregoing instrument is the Corporate Seal of said Corporation and that he/she has signed this document by authority of its Board of Directors, and said _____ subscribed, affirmed and acknowledged said instrument to be the free act and deed of said Corporation, and further verified to me under oath to me

Received
03/25/2024 4:28:33 PM

that affiant has read the foregoing Petition of Voluntary Annexation and that the facts set forth therein are true and correct, according to affiant's best knowledge and belief..

IN WITNESS AND 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.

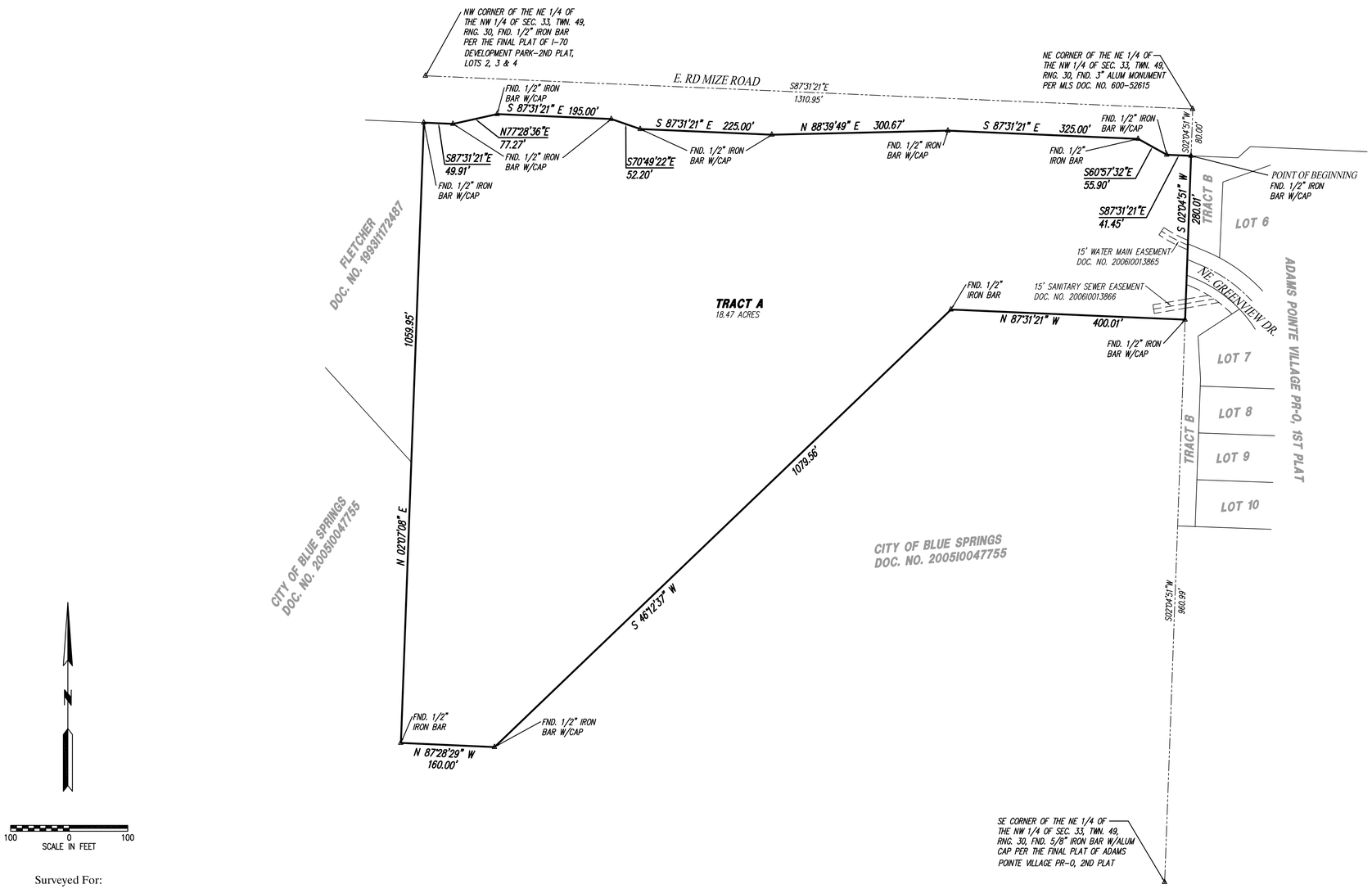
/s/ _____
Notary Public
My Official Term Expires:

(Seal)

Received
03/25/2024 4:28:33 PM

All that part of the Northeast One-Quarter of the Northwest One-Quarter of Section 33, Township 49 North, Range 30 West, Jackson County, Missouri, being more particularly described as follows: COMMENCING at the Northeast corner of the Northwest One-Quarter of said Section 33; thence South 02 degrees 04 minutes 51 seconds West along the East line of the Northwest One-Quarter of said Section 33 a distance of 80.00 feet to a point, said point being the Northwest corner of Adams Point Village PR-O First Plat, a subdivision of land in Blue Springs, Jackson County, Missouri, said point also being THE POINT OF BEGINNING; thence South 02 degrees 04 minutes 51 seconds West continuing along said East line and the West line of said Plat, Adams Point Village PR-O, a distance of 280.01 feet to a point; thence North 87 degrees 31 minutes 21 seconds West a distance of 400.01 feet to a point; thence South 46 degrees 12 minutes 37 seconds West a distance of 1079.56 feet to a point; thence North 87 degrees 28 minutes 29 seconds West a distance of 160.00 feet to a point on the West line of the Northeast One-Quarter of the Northwest One-Quarter of said Section 33; thence North 02 degrees 07 minutes 08 seconds East along the said West line of Northeast One-Quarter of the Northwest One-Quarter a distance of 1059.95 feet to a point 80 feet South of the North line of the Northwest One-Quarter of said Section 33 and being on the South right-of-way line of R D Mize Road as now established; thence continuing along said South right-of-way South 87 degrees 31 minutes 21 seconds East a distance of 49.91 feet to a point; thence continuing along said South right-of-way North 77 degrees 28 minutes 36 seconds East a distance of 77.27 feet to a point 60 feet South of the North line of said Northwest One-Quarter; thence continuing along said South right-of-way South 87 degrees 31 minutes 21 seconds East a distance of 195.00 feet to a point; thence continuing along said South right-of-way South 70 degrees 49 minutes 22 seconds East a distance of 52.20 feet to a point 75 feet South of the North line of said Northwest One-Quarter; thence continuing along said South right-of-way South 87 degrees 31 minutes 21 seconds East a distance of 225.00 feet to a point; thence continuing along said South right-of-way North 88 degrees 39 minutes 49 seconds East a distance of 300.67 feet to a point 55 feet South of the North line of said Northwest One-Quarter; thence continuing along said South right-of-way South 87 degrees 31 minutes 21 seconds East a distance of 325.00 feet to a point; thence continuing along said South right-of-way South 60 degrees 57 minutes 32 seconds East a distance of 55.90 feet to a point 80 feet South of the North line of said Northwest One-Quarter; thence continuing along said South right-of-way South 87 degrees 31 minutes 21 seconds East a distance of 41.45 feet to the point of beginning. Containing 804,536 square feet or 18.47 acres more or less.

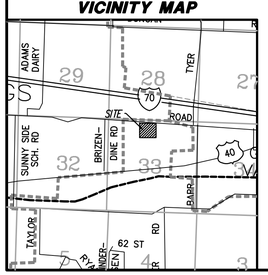
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100 0 100
SCALE IN FEET

Surveyed For:
Chad Risinger
680 NW. M Highway
Centerview, MO. 64019

VICINITY MAP



SURVEY NOTES:

1. ⚠ Denotes found monumentation as noted.
   ▲ Denotes 1/2" Iron Bar with Plastic Cap LS-2006016633 set this survey.
2. Bearings shown are based on Missouri State Plane Grid.
3. This survey meets or exceeds the accuracy standards of an "Urban Class" survey as defined by the Missouri Standards for Property Boundary Surveys.
4. Parent tract of this survey as recorded in Document No. 2022E0111085 as recorded in the Jackson County Recorder of Deeds Office.
5. No research for existing easements of record was done by this office this date.

SURVEYORS DESCRIPTION (TRACT A):

All that part of the Northeast One-Quarter of the Northwest One-Quarter of Section 33, Township 49 North, Range 30 West, Jackson County, Missouri, being more particularly described as follows: COMMENCING at the Northeast corner of the Northwest One-Quarter of said Section 33; thence South 02 degrees 04 minutes 51 seconds West along the East line of the Northwest One-Quarter of said Section 33 a distance of 80.00 feet to a point, said point being the Northwest corner of Adams Point Village PR-O First Plat, a subdivision of land in Blue Springs, Jackson County, Missouri, said point also being THE POINT OF BEGINNING; thence South 02 degrees 04 minutes 51 seconds West continuing along said East line and the West line of said Plat, Adams Point Village PR-O, a distance of 280.01 feet to a point; thence North 87 degrees 31 minutes 21 seconds West a distance of 400.01 feet to a point; thence South 46 degrees 12 minutes 37 seconds West a distance of 1079.56 feet to a point; thence North 87 degrees 28 minutes 29 seconds West a distance of 160.00 feet to a point on the West line of the Northeast One-Quarter of the Northwest One-Quarter of said Section 33; thence North 02 degrees 07 minutes 08 seconds East along the said West line of Northeast One-Quarter of the Northwest One-Quarter a distance of 1059.95 feet to a point 80 feet South of the North line of the Northwest One-Quarter of said Section 33 and being on the South right-of-way line of R D Mize Road as now established; thence continuing along said South right-of-way South 87 degrees 31 minutes 21 seconds East a distance of 49.91 feet to a point; thence continuing along said South right-of-way North 77 degrees 28 minutes 36 seconds East a distance of 77.27 feet to a point 60 feet South of the North line of said Northwest One-Quarter; thence continuing along said South right-of-way South 87 degrees 31 minutes 21 seconds East a distance of 195.00 feet to a point; thence continuing along said South right-of-way South 70 degrees 49 minutes 22 seconds East a distance of 52.20 feet to a point 75 feet South of the North line of said Northwest One-Quarter; thence continuing along said South right-of-way South 87 degrees 31 minutes 21 seconds East a distance of 225.00 feet to a point; thence continuing along said South right-of-way North 88 degrees 39 minutes 49 seconds East a distance of 300.67 feet to a point 55 feet South of the North line of said Northwest One-Quarter; thence continuing along said South right-of-way South 87 degrees 31 minutes 21 seconds East a distance of 325.00 feet to a point; thence continuing along said South right-of-way South 60 degrees 57 minutes 32 seconds East a distance of 55.90 feet to a point 80 feet South of the North line of said Northwest One-Quarter; thence continuing along said South right-of-way South 87 degrees 31 minutes 21 seconds East a distance of 41.45 feet to the point of beginning. Containing 804,536 square feet or 18.47 acres more or less.

I hereby certify that the within Certificate of Survey is based on an actual survey made by me or under my direct supervision and that said survey meets or exceeds the requirements for the MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS as adopted by the Missouri Board for Architects, Professional Engineers and Land Surveyors.

STATE OF MISSOURI BRANTON LADWIG NUMBER 2006016633 PROFESSIONAL LAND SURVEYOR

Branton E. Ladwig, MO LS-2006016633
MARCH 21, 2024

IF THIS IS NOT A BLUE INK SEAL AND THE SIGNATURE IN BLUE INK, THE PLAN IS A COPY AND MAY CONTAIN UNAUTHORIZED ALTERATIONS. THE CERTIFICATION CONTAINED ON THIS DOCUMENT SHALL NOT APPLY TO ANY COPIES.

NO.	DATE	REVISION

IF THIS IS NOT A BLUE INK SEAL AND THE SIGNATURE IN BLUE INK, THE PLAN IS A COPY AND MAY CONTAIN UNAUTHORIZED ALTERATIONS, THE CERTIFICATION CONTAINED ON THIS DOCUMENT SHALL NOT APPLY TO ANY COPIES

LADWIG & ASSOCIATES, LLC.
LAND SURVEYORS
33604 E. 235th Street
Pleasant Hill, Missouri 64080
816-309-6621

Missouri Certificate of Authority
Land Surveying - LS-2012028511

CERTIFICATE OF SURVEY

PART OF THE NE. 1/4 OF THE NW. 1/4 OF SECTION 33, TOWNSHIP 49, RANGE 30
JACKSON COUNTY - MISSOURI

X-REF NO.

DRAWING NO. 24-107B

DATE MARCH 21, 2024

JOB NO. 24-107

SHEET 1 OF 1

Received
03/25/2024 4:28:12 PM

PUBLIC NOTICE

ANNEXATION | ANNX-3-24-9089
"29607 R.D. Mize Road Annexation"
Parcel #: 36-720-02-01-01-0-00-000

Notice is hereby given that a public hearing will be held by the City Council of the City of Blue Springs on **Monday, May 20, 2024,** at 6:00 p.m. in the Howard L. Brown Public Safety Building located at 1100 SW Smith Street, Blue Springs, MO.

The purpose of this meeting is to hear interested parties and citizens on a request by the applicants, Judy D. Smith, Bruce M. Bellington Trust, and Bellington Larry D. Estate, to annex approximately 18.47 +/-acres of property that consists of undeveloped land into the corporate boundary of the City of Blue Springs. The property is owned by the applicants. Interested parties may view the application materials on file by submitting a request via email to ComDevLegal@bluespringsgov.com or calling (816) 228-0207 for more information. The site is legally described as follows:

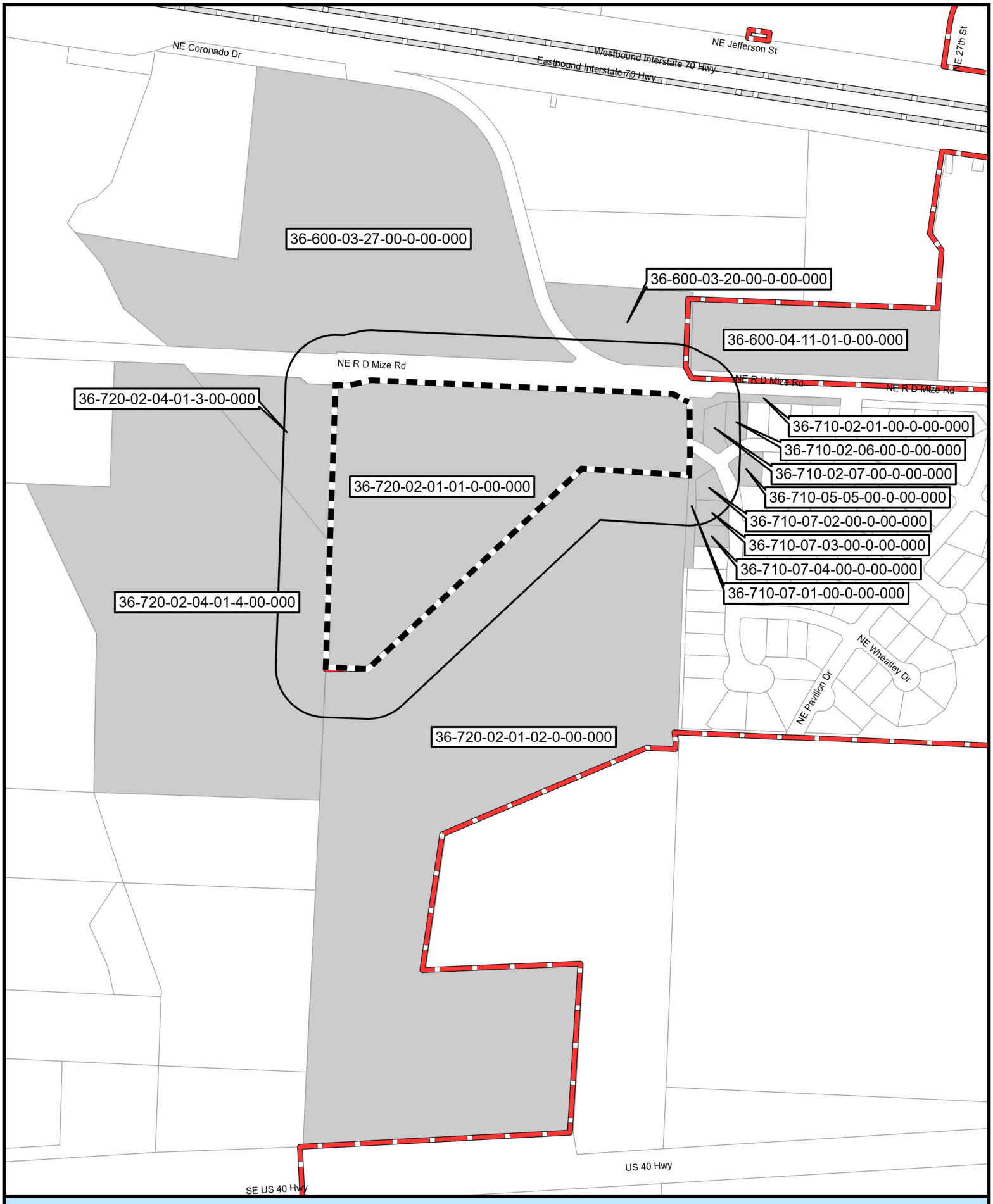
All that part of the Northeast One-Quarter of the Northwest One-Quarter of Section 33, Township 49 North, Range 30 West, Jackson County, Missouri, being more particularly described as follows:

COMMENCING at the Northeast corner of the Northwest One-Quarter of said Section 33; thence South 02 degrees 04 minutes 51 seconds West along the East line of the Northwest One-Quarter of said Section 33 a distance of 80.00 feet to a point, said point being the Northwest corner of Adams Point Village PR-O First Plat, a subdivision of land in Blue Springs, Jackson County, Missouri, said point also being THE POINT OF BEGINNING; thence South 02 degrees 04 minutes 51 seconds West continuing along said East line and the West line of said Plat, Adams Point Village PR-O, a distance of 280.01 feet to a point; thence North 87 degrees 31 minutes 21 seconds West a distance of 400.01 feet to a point; thence South 46 degrees 12 minutes 37 seconds West a distance of 1079.56 feet to a point; thence North 87 degrees 28 minutes 29 seconds West a distance of 160.00 feet to a point on the West line of the Northeast One-Quarter of the Northwest One-Quarter of said Section 33; thence North 02 degrees 07 minutes 08 seconds East along the said West line of Northeast One-Quarter of the Northwest One-Quarter a distance of 1059.95 feet to a point 80 feet South of the North line of the Northwest One-Quarter of said Section 33 and being on the South right-of-way line of R D Mize Road as now established; thence continuing along said South right-of-way South 87 degrees 31 minutes 21 seconds East a distance of 49.91 feet to a point; thence continuing along said South right-of-way North 77 degrees 28 minutes 36 seconds East a distance of 77.27 feet to a point 60 feet South of the North line of said Northwest One-Quarter; thence continuing along said South right-of-way South 87 degrees 31 minutes 21 seconds East a distance of 195.00 feet to a point; thence continuing along said South right-of-way South 70 degrees 49 minutes 22 seconds East a distance of 52.20 feet to a point 75 feet South of the North line of said Northwest One-Quarter; thence continuing along said South right-of-way South 87 degrees 31 minutes 21 seconds East a distance of 225.00 feet to a point; thence continuing along said South right-of-way North 88 degrees 39 minutes 49 seconds East a distance of 300.67 feet to a point 55 feet South of the North line of said Northwest One-Quarter; thence continuing

along said South right-of-way South 87 degrees 31 minutes 21 seconds East a distance of 325.00 feet to a point; thence continuing along said South right-of-way South 60 degrees 57 minutes 32 seconds East a distance of 55.90 feet to a point 80 feet South of the North line of said Northwest One-Quarter; thence continuing along said South right-of-way South 87 degrees 31 minutes 21 seconds East a distance of 41.45 feet to the point of beginning. Containing 804,536 square feet or 18.47 acres more or less.

CITY OF BLUE SPRINGS
City Council

PUBLISH: Saturday, April 27, 2024
E-MAIL TO THE EXAMINER: legals@examiner.net
04/23/24



The City of Blue Springs Missouri

ANNX-03-24-9089
29607 R. D. MIZE ROAD ANNEXATION
185' NOTIFICATION MAP

N

1 inch = 450 feet

Date: 4/1/2024

Parcel ID	Situs Address	Situs City	Situs State	Situs ZipCode	Owner	Owner Address
36-710-02-06-00-0-00-000	2505 NE AMANDA LN	BLUE SPRINGS	MO	64029	TURNER LORI KAY	2505 NE AMANDA LN BLUE SPRINGS, MO 64029
36-720-02-01-02-0-00-000	PUBLIC OWNED	BLUE SPRINGS	MO	64029	CITY OF BLUE SPRINGS	903 W MAIN ST BLUE SPRINGS, MO 64015
36-710-07-03-00-0-00-000	601 NE GREENVIEW DR	BLUE SPRINGS	MO	64029	MOYER LAUREN JEAN	601 NE GREENVIEW DR BLUE SPRINGS, MO 64029
36-710-07-02-00-0-00-000	605 NE GREENVIEW DR	BLUE SPRINGS	MO	64029	GREEN GARY & CHERYL A	605 NE GREENVIEW GRAIN VALLEY, MO 64029
36-710-05-05-00-0-00-000	2500 NE AMANDA LN	BLUE SPRINGS	MO	64029	KRSKA WESTON & MENDOLYN D	2500 NE AMANDA LN BLUE SPRINGS, MO 64029
36-710-07-01-00-0-00-000	701 NE GREENVIEW DR	BLUE SPRINGS	MO	64029	ADAM'S POINTE VILLAGE HOME OWNERS ASSOCIATION INC	1951 NE RICE RD LEES SUMMIT, MO 64064
36-720-02-04-01-4-00-000	PUBLIC OWNED	BLUE SPRINGS	MO	64014	CITY OF BLUE SPRINGS	903 W MAIN ST BLUE SPRINGS, MO 64015
36-710-07-04-00-0-00-000	515 NE GREENVIEW DR	BLUE SPRINGS	MO	64029	NICAS NICHOLAS A & ANGELA R	515 NE GREENVIEW BLUE SPRINGS, MO 64029
36-720-02-04-01-3-00-000	NO ADDRESS ASSIGNED BY CITY	BLUE SPRINGS	MO	64029	FLETCHER WILLIAM KEITH-TR	PO BOX 268 BLUE SPRINGS, MO 64013-0268
36-710-02-07-00-0-00-000	2501 NE AMANDA LN	BLUE SPRINGS	MO	64029	WIEGERS SHAWN & KIMBERLY	2501 NE AMANDA LN BLUE SPRINGS, MO 64029
36-720-02-01-01-0-00-000	29607 E R D MIZE RD	UNINCORPORATED	MO	64029	JUDY D SMITH REVOCABLE LIVING TRUST 12-23-1996 | BELLINGTON LARRY D ESTATE	1565 CHAMPIONSHIP BLVD FRANKLIN, TN 37064 | 1101 W MAIN ODESSA, MO 64076
36-600-03-20-00-0-00-000	NO ADDRESS ASSIGNED BY CITY	BLUE SPRINGS	MO	64029	SMITH DAVID D III & JOY A	2315 SW APOSSUM HOLLOW RD BLUE SPRINGS, MO 64015
36-600-04-11-01-0-00-000	1550 E R D MIZE RD	UNINCORPORATED	MO	64029	SMITH-MARTENS INVESTMENTS LLC	1545 NE NEAWANNA DR LEES SUMMIT, MO 64086
36-710-02-01-00-0-00-000	CA RESIDENTIAL	BLUE SPRINGS	MO	64029	ADAM'S POINTE VILLAGE HOME OWNERS ASSOCIATION INC	1951 NE RICE RD LEES SUMMIT, MO 64064
36-600-03-27-00-0-00-000	2298 NE CORONADO DR	BLUE SPRINGS	MO	64029	APOLLO PROPCO LLC	3701 WILSHIRE BLVD STE 820 LOS ANGELES, CA 90010

Blue Springs, Missouri
Community Development

April 26, 2024

Ref: Public Hearing: ANNEXATION | ANNX-3-24-9089
"29607 R.D. Mize Road Annexation"
Parcel #: 36-720-02-01-01-0-00-000

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 applicants, Judy D. Smith, Bruce M. Bellington Trust, and Bellington Larry D. Estate to annex approximately 18.47 +/-acres of property that consists of undeveloped land into the corporate boundary of the City of Blue Springs

You are receiving this notice because County records indicate you own property within 185 feet of the boundary of the site in question. A general site location map is enclosed for your information.

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 Chambers in the Howard L. Brown Public Safety Building located at 1100 SW Smith Street, Blue Springs on the following dates:

City Council – Monday, May 20, 2024 @ 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

Dave McCumber
Development Review Manager

Introduced by Councilmember _____ BILL NO. 5213
(ANNX-03-24-9089)

ORDINANCE NO. _____

AN ORDINANCE ANNEXING 18.47 +/- ACRES OF PROPERTY LOCATED AT 29607 R.D. MIZE ROAD TO THE CITY OF BLUE SPRINGS, MISSOURI

WHEREAS, pursuant to the Revised Statutes of Missouri and Ordinances of the City of Blue Springs, Missouri, a Voluntary Annexation Petition requesting annexation for the property located at 29607 R.D. Mize Road was filed with the City of Blue Springs by Judy D. Smith, Bruce M. Bellington Trust, and Bellington Larry D. Estate, the owners of all fee interests of record, in the lot of real estate described hereafter; and

WHEREAS, said real estate described herein is adjacent and contiguous to the present corporate limits of the City of Blue Springs, Missouri; and

WHEREAS, on May 20, 2024, a public hearing concerning the matter was held before the City Council of the City of Blue Springs, timely and proper notice of said hearing having been duly published; and

WHEREAS, the City Council of the City of Blue Springs has determined that the general criterion for annexation exist as mentioned in the Revised Statutes of Missouri and finds that said annexation is reasonable and necessary to the proper development of the City and that the City is able to furnish normal municipal services to said area within a reasonable time after annexation.

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

Section 1. That, pursuant to Section 71.012, RSMo, the described lot of land of real estate, described below, is hereby annexed into the City of Blue Springs, Missouri, to wit.

All that part of the Northeast One-Quarter of the Northwest One-Quarter of Section 33, Township 49 North, Range 30 West, Jackson County, Missouri, being more particularly described as follows:

COMMENCING at the Northeast corner of the Northwest One-Quarter of said Section 33; thence South 02 degrees 04 minutes 51 seconds West along the East line of the Northwest One-Quarter of said Section 33 a distance of 80.00 feet to a point, said point being the Northwest corner of Adams Point Village PR-O First Plat, a subdivision of land in Blue Springs, Jackson County, Missouri, said point also being THE POINT OF BEGINNING; thence South 02 degrees 04 minutes 51 seconds West continuing along said East line and the West line of said Plat, Adams Point Village PR-O, a distance of 280.01 feet to a point; thence North 87 degrees 31 minutes 21 seconds West a distance of 400.01 feet to a point; thence South 46 degrees 12 minutes 37 seconds West a distance of 1079.56 feet to a point; thence North 87 degrees 28 minutes 29 seconds West a distance of 160.00 feet to a point on the West line of the Northeast One-Quarter of the Northwest One-Quarter of said Section 33; thence North 02 degrees 07 minutes 08 seconds East along the said West line of Northeast One-Quarter of the Northwest One-Quarter a distance of 1059.95 feet to a point 80 feet South of the North line of the Northwest One-Quarter of said Section 33 and being on

the South right-of-way line of R D Mize Road as now established; thence continuing along said South right-of-way South 87 degrees 31 minutes 21 seconds East a distance of 49.91 feet to a point; thence continuing along said South right-of-way North 77 degrees 28 minutes 36 seconds East a distance of 77.27 feet to a point 60 feet South of the North line of said Northwest One-Quarter; thence continuing along said South right-of-way South 87 degrees 31 minutes 21 seconds East a distance of 195.00 feet to a point; thence continuing along said South right-of-way South 70 degrees 49 minutes 22 seconds East a distance of 52.20 feet to a point 75 feet South of the North line of said Northwest One-Quarter; thence continuing along said South right-of-way South 87 degrees 31 minutes 21 seconds East a distance of 225.00 feet to a point; thence continuing along said South right-of-way North 88 degrees 39 minutes 49 seconds East a distance of 300.67 feet to a point 55 feet South of the North line of said Northwest One-Quarter; thence continuing along said South right-of-way South 87 degrees 31 minutes 21 seconds East a distance of 325.00 feet to a point; thence continuing along said South right-of-way South 60 degrees 57 minutes 32 seconds East a distance of 55.90 feet to a point 80 feet South of the North line of said Northwest One-Quarter; thence continuing along said South right-of-way South 87 degrees 31 minutes 21 seconds East a distance of 41.45 feet to the point of beginning. Containing 804,536 square feet or 18.47 acres more or less.

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

Section 3. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor of Blue Springs.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 3rd day of June, 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

CITY OF BLUE SPRINGS, MISSOURI

CITY COUNCIL
May 20, 2024

EXHIBITS FOR PUBLIC HEARING

FIKE FRDC GENERAL DEVELOPMENT PLAN
(GDP-04-24-9098)

EXHIBIT #1 City Council Information Form dated May 14, 2024 with the following attachments: Staff Report with attachments; Application with attachments; Affidavit of Publication in The Examiner on April 27, 2024; 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 General Development Plan and Bill approving Final Plat

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: May 14, 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, Jeremy Hull, Hullmark Construction, on behalf of the property owner, Prestige Worldwide Development, for consideration to approve a General Development Plan to construct an approximately 42,000-sf. building to allow for an "Industry, General" use at 2951 NW 7 Highway (GDP-04-24-9098). The applicant is also requesting approval of a Final Plat for Fike FRDC (PF-04-24-9099). Upon conclusion of the public hearing, a Bill approving the General Development Plan and a Bill approving the Final Plat will be ready for introduction and readings.

BACKGROUND/JUSTIFICATION

The applicant is requesting approval of a General Development Plan and Final Plat to develop an approximately 42,000-sf. building for a testing facility for Fike. The property is 7.94 +/- acres and is located at 2951 NW 7 Highway. The property is currently zoned "HI" (Heavy Industrial).

The Planning Commission held a Public Hearing on Monday, May 13, 2024, where zero spoke in favor and two spoke in opposition to the General Development Plan. Planning Commission voted to recommend approval of the General Development Plan and the Final Plat. The Planning Commission also approved the Site Plan Design Review for Fike FRDC on May 13, 2024.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
May 21, 2024	N/A

STAFF RECOMMENDATION

Staff recommends approval of the General Development Plan with one condition:

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.

Staff recommends approval of the Final Plat 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.

2. Prior to Building Permit issuance, the Final Plat must be recorded with Jackson County.
3. Prior to Building Occupancy, the following must occur:
   a. The 5-ft. ADA compliant sidewalk along NW 7 Highway must be installed along the entire NW 7 Highway frontage.
   b. On-site sewer system permit will have to be issued by Jackson County.
4. The Yard Hydrant Service Line Use Agreement and Encumbrance must be released prior to issuance of building permits. Proof of recorded documents are required prior to issuance of building permits.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Planning Commission
Date:	May 13, 2024
Action:	Recommended approval of the General Development Plan with one condition: 6 aye, 0 no Recommended approval of the Final Plat with four conditions: 6 aye, 0 no

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 April 27, 2024; 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 General Development Plan
3. Bill approving Final Plat

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: May 13, 2024 City Council: May 20, 2024
Project Name:	***Fike FRDC***
Site Location:	2951 NW 7 Hwy.
Project Request:	GDP-04-24-9098; General Development Plan for the development of a an approximately 42,000-sf. building PF-04-24-9099; Final Plat to replat Lot 1 of Falco Industrial Park, vacate easements, and rededicate easements SPDR-04-24-9100; Site Plan Design Review for Fike FRDC final site design

Applicant: Jeremy Hull | Hullmark Construction
Property Owner: Prestige Worldwide Development
Staff Planner: Adair Bright, Senior Planner

Project Description: The applicant is requesting approval of a General Development Plan, Site Plan Design Review, and Final Plat to develop an approximately 42,000-sf. building for a testing facility for Fike. The property is 7.94 +/- acres and is located at 2951 NW 7 Highway. The property is currently zoned "HI" (Heavy Industrial).

Staff Recommendation: Staff recommends approval with conditions of the General Development Plan, Final Plat, and Site Plan Design Review. Conditions are identified at the end of the staff report.

Previous Actions:

Date	Review Body	Action
08/03/2020	City Council	The subject property was annexed into the City of Blue Springs (ANNX-06-21-7381) by Ord. No. 4920.
10/04/2021	City Council	Approved Rezoning (RZ-09-21-7940) from City of Independence zoning to "HI" (Heavy Industrial) by Ord. No. 5049.
04/11/2022	Planning Commission	Approved Preliminary Plat (PP-03-22-8192) for All About the Outdoors for 16.7 +/- acres.
04/18/2022	City Council	Approved General Development Plan (GDP-03-22-8191) for All About the Outdoors conceptual site layout by Ord. No. 5102.
08/01/2022	City Council	Approved General Development Plan Amendment (GDP-07-22-8366) for All About the Outdoors conceptual site layout by Ord. No. 5138.
10/10/2022	Planning Commission	Approved the Site Plan Design Review (SPDR-08-22-8431) for Phase 1 of All About the Outdoors.
10/17/2022	City Council	Approved the Final Plat (PF-08-22-8430) for Falco Industrial Park 1st Plat by Ord. No. 5161.

Future Applications: The General Development Plan, Final Plat, and Site Plan Design Review will be reviewed concurrently. The Final Plat must be recorded at Jackson County prior to the issuance of building permits.

Adjacent Properties:

Direction	Current Zoning	Current Land Use(s)

North:	City of Independence	Detached Housing
South:	"HI" (Heavy Industrial)	Pink Hill Acres Landfill
East:	"HI" (Heavy Industrial)	Fike Corporation
West:	Right-of-Way	NW 7 Highway (arterial)

GENERAL DEVELOPMENT PLAN, FINAL PLAT, & SITE PLAN DESIGN REVIEW ANALYSIS

The site plan design review process is a way to coordinate development projects within the public realm and with adjacent sites, and specifically demonstrate how new projects meet the development and design standards of this Development Code.

Final Plat Requirements: The proposed Final Plat meets the minimum standards described in UDC Section 403.050. The applicant will be dedicating new easements and vacating an existing utility easement through the plat. The Yard Hydrant Service Line Use Agreement and Encumbrance must be released prior to issuance of building permits. Proof of recorded documents are required prior to issuance of building permits.

Preservation: The site is currently undeveloped, and the previously existing trees have been removed.

Phasing: The site work is proposed to be completed in a single phase.

Streets & Sidewalks: The development is proposing one (1) point of access on NW 7 Hwy at the southern end of the proposed development. A 5-ft. sidewalk is required along NW 7 Hwy and has been shown in the provided plans.

Traffic: A Traffic Impact Study will need to be completed and submitted to the city and MoDOT for review of the impacts to local traffic and the approval of any needed improvements to MO 7.

Stormwater: A stormwater management plan has been prepared by a professional engineer registered in the State of Missouri and submitted to Public Works for review. Stormwater detention and stormwater quality requirements shall be met with this development project. The City requires adherence to the current edition of APWA 5600 for Detention and Water Quality. Overland flow and detention areas shall be contained within a drainage easement.

Sanitary Sewer: The nearest city sanitary sewer main is approximately 1 mile from this development. The developer will utilize a septic system for the development.

Land Use: The proposed land use of the property is "*Industry, General"* which is defined as, "*a use engaged in the basic processing and manufacturing of materials or products predominantly from extracted or raw materials. Typical uses include asphalt or concrete plant, construction landfill or recycling, distilleries, pulp processing and paper products manufacturing, glass, brick, or steel manufacturing, steel works, tanneries, and fertilizer or chemical manufacturing."* This land use is allowed by right in "HI" (Heavy Industrial) Zoning District.

Building

Typology: The proposed development is classified as a "General Industrial" building which is defined as "a building designed to accommodate light industrial functions at a variety of scales." The General Industrial building type is allowed in the "HI" (Heavy Industrial) zoning district. General Industrial building type standards are as follows:

General Industrial Building

Standard	Requirement	Proposed
Frontage Width	75-ft. min.	+/- 498.5-ft.
Lot Area	N/A	+/- 7.94 acres
Front Setback	40-ft. min.	>150-ft.
Side Setback	20-ft. min.	>110-ft.
Rear Setback	20-ft. min	>76-ft.
Building Height	60-ft. max. in "HI"	+/- 40-ft.
Building Coverage	85% of lot area max.	+/- 12%
Frontage Type	Buffer Edge	Buffer Edge

Parking: All vehicular parking requirements have been met. The proposed drive aisles are at least 26-ft. wide, and the parking spaces are 9-ft. by 18.5-ft. They are allowed a maximum of 125% of the required parking stalls which they are in compliance with. Vehicular parking is required and proposed as follows:

Land Use	Required	Provided
"Indoor storage, warehousing, equipment servicing, or manufacturing area"	Not to exceed 1 space per 1,000-sf. = 41.7 spaces	46 spaces

Bike parking is required and proposed as follows:

Land Use	Required	Provided
"Industrial"	3% of employees based on largest shift	2 spaces

Pedestrian Access: Pedestrian access requirements include a minimum 5-ft. sidewalk connection from the public sidewalk to the building entrance which is being provided. All sidewalk adjacent to parking with vehicle overhang must be at least 8-ft. wide.

Frontage & Landscaping: A final landscaping plan has been provided and meets all requirements per the UDC. The trash enclosure is appropriately screened, and all buffer requirements have been met. The required and proposed plant units are shown below in the table for reference. The table below outlines the landscaping requirements for the site based on the proposed site plan.

Landscape Area	Required Units / PUs (plant units)	Proposed Units / PUs (plant units)
South buffer: Adj. to "HI" Zoning / no buffer required	N/A	N/A
East buffer: Adj. to "HI" Zoning / no buffer required	N/A	N/A
North buffer: Adj. to "HI" Zoning / no buffer required	N/A	N/A
West buffer: Adj to NW 7 Hwy. (arterial) / Buffer B (15-ft.min)	25-ft. min. provided / 40 PUs/100-ft. (474.5' x 0.40) = **190 PUs**	**192 PUs**
Parking lot landscaping:	2 PUs per uncovered space x 48 spaces = **96 PUs**	**96 PUs**

Open Space:	1 PU/500-sf. of lot area (346,017-sf.) = **692 PUs**	**696 PUs (+4 PUs)**
Total:	**978 PUs**	**984 PUs (+4 PUs)**

Architectural Character: The proposed building meets all requirements and complies with the Non-Residential Guidelines. The site includes two (2) buildings equaling about 42,000-sf. The main building includes height variations and color variations to break up the building. There will be overhead doors on the north, south, and east sides of the building. The building appears to include pre-cast concrete and metal panels. The accessory building will be located at the very rear, east side, of the property and will not be visible from public right-of-way but should include materials that complement the main building.

Outdoor Lighting: Outdoor lighting will be reviewed with the building permit. All outdoor lighting must comply with the UDC requirements.

Screening: In accordance with Section 407.090.H, all roof-mounted and ground level equipment shall be completely screened from view. Roof screens, ground level screens, and enclosures, when used, shall be coordinated with the building to maintain a unified appearance. **Any proposed screening shall be shown on the building permit plans and is subject to administrative review by staff prior to issuance of a building permit. All screening must be completed prior to the issuance of a Certificate of Occupancy.**

Signage: If the applicant wishes to install signs, an administrative sign permit must be obtained. If the proposed signs do not comply with the Sign Code, the applicant may request a Master / Alternative Sign Plan.

Review Criteria: *A General Development Plan shall be reviewed according to the following criteria:*

1. The proposed general development plan is consistent with the Comprehensive Plan and all requirements of the UDC, unless modifications are requested and approved through the approval of the general development plan. Said modifications shall generally be minor and shall be clearly noted in the staff report.

   STAFF RESPONSE: The plan is consistent with the Comprehensive Plan and all requirements of the UDC. No modifications are being requested.

2. The proposed general development plan is consistent with the current zoning on the property or conditioned on the approval of an existing application for a Zoning Map amendment.

   STAFF RESPONSE: The proposed general development plan is consistent with the current “HI” (Heavy Industrial) zoning classification.

3. The general development plan is in compliance with all applicable use, development and design standards set forth in this Code, unless alternative design standards have been approved for the development.

   STAFF RESPONSE: The general development plan is in compliance with all applicable development and design standards set forth in the code.

4. Adequate facilities and services exist or are planned by the project to serve the development at the time of construction.

STAFF RESPONSE: The existing facilities and services planned by the project serve the development at the time of construction.

5. The general development plan is sensitive to the existing land uses and is compatible with the existing adjacent land use designations. Compatibility with the surrounding area is demonstrated by proposed improvements, including screening and buffering that has been provided to minimize impacts to adjacent uses.

   STAFF RESPONSE: The general development plan is compatible with the surrounding industrial land uses. Many of the adjacent land uses within the City limits are industrial in nature. Staff believes the separation of 7 Highway, an arterial, provides an adequate buffer to the residential to the west located within Independence.

6. The general development plan will provide for orderly physical growth of the City, and foster safe, convenient and walkable neighborhoods and shopping districts.

   STAFF RESPONSE: Staff does not believe the general development plan will foster a convenient and walkable neighborhood and shopping district. Staff also realizes industrial uses need a place in a city and industrial districts are not intended to be walkable shopping districts.

Review Criteria: *A Site Plan Design Review shall be reviewed according to the following criteria:*

1. Compliance with the requirements of this Development Code.

   STAFF RESPONSE: The plan complies with the requirements of the Unified Development Code as no modifications are being requested.

2. The application is consistent with any approved specific plans, overlay districts, concept plans, or other specific design and development policies or standards applicable to the site.

   STAFF RESPONSE: The plan is compatible with the Comprehensive Plan which designates the area as industrial. There are no other approved specific plans or overlay districts. There was a previously approved General Development Plan which was also for an industrial land use.

3. Whether any additional site-specific conditions are necessary to meet the intent and design objectives of any of the applicable development standards.

   STAFF RESPONSE: There are no additional site-specific conditions necessary to meet the intent and design objectives of any of the applicable development standards.

4. The application meets the criteria for all other reviews needed to build the project as proposed.

   STAFF RESPONSE: The application meets the criteria for all other reviews needed to build the project as proposed.

5. The recommendations of professional staff.

   STAFF RESPONSE: Staff recommends approval of the Site Plan Design Review with the conditions as below.

Approval of a site plan and design review shall authorize the applicant to apply for a building permit.

Review Criteria: *A Final Plat shall be reviewed based on the following criteria:*

1. The layout and design of the final plat is in substantial compliance with the approved preliminary plat considering the number of lots or parcels; the block layout, street designs and access; the open space systems and civic design elements; the infrastructure systems; or other elements of coordinated developments.

   STAFF RESPONSE: The plan is compatible with preliminary plat. The preliminary plat proposed one (1) lot with one (1) access point. There are no blocks or public streets included.

2. The construction plans meet all technical specifications.

   STAFF RESPONSE: Construction plans were reviewed for adequacy and conformance with adopted technical specifications and were approved by Staff.

3. The phasing and timing of public improvements ensures construction and performance guarantees.

   STAFF RESPONSE: After final plat is approved, final construction plans will be submitted and reviewed for accuracy.

4. Any deviations in the final plat brings the application in further compliance with the Comprehensive Plan and the purposes and intent of this Code.

   STAFF RESPONSE: There are no deviations in the Final Plat.

5. Covenants meeting the City's approval and containing all requirements of the UDC are approved by the City Attorney's office.

   STAFF RESPONSE: Although staff does not believe any covenants or restrictions are being proposed, the City does not approve nor enforce private covenants and restrictions.

6. The recommendations of professional staff.

   STAFF RESPONSE: Staff recommends approval with conditions of the Final Plat.

Staff finds that the application for Final Plat meets all of the above review criteria. Approval of a final plat shall not constitute acceptance of public improvements. Such acceptance will require separate, formal action of the City Council.

Staff Recommendation:

Staff recommends approval of the General Development 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.

Staff recommends approval of the Site Plan Design Review 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.
2. Prior to Building Permit issuance, the following must occur:
    a. A photometric plan must be provided and meet the requirements of the UDC.
    b. Building materials must be identified and the accessory building must complement the main building.
    c. A detail of the bicycle rack must be provided.
    d. A Traffic Impact Study must be submitted, reviewed, and approved by MoDOT.
3. Per the Non-Residential Design standards, Section 407.090, “Metal panels with a depth of less than one (1) inch or a thickness less than United States Standard 26 gauge shall be prohibited.”
4. All required landscaping shall be installed prior to the issuance of a Certificate of Occupancy for the building.
5. All screening requirements for ground-mounted and roof-mounted equipment must be met and installed prior to the issuance of a Certificate of Occupancy for the building.
6. Any proposed improvements and impacts on MO 7 identified in the Traffic Impact Study must be reviewed and approved by MoDOT.

Staff recommends approval of the Final Plat 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.
2. Prior to Building Permit issuance, the Final Plat must be recorded with Jackson County.
3. Prior to Building Occupancy, the following must occur:
    a. The 5-ft. ADA compliant sidewalk along NW 7 Highway must be installed along the entire NW 7 Highway frontage.
    b. On-site sewer system permit will have to be issued by Jackson County.
4. The Yard Hydrant Service Line Use Agreement and Encumbrance must be released prior to issuance of building permits. Proof of recorded documents are required prior to issuance of building permits.

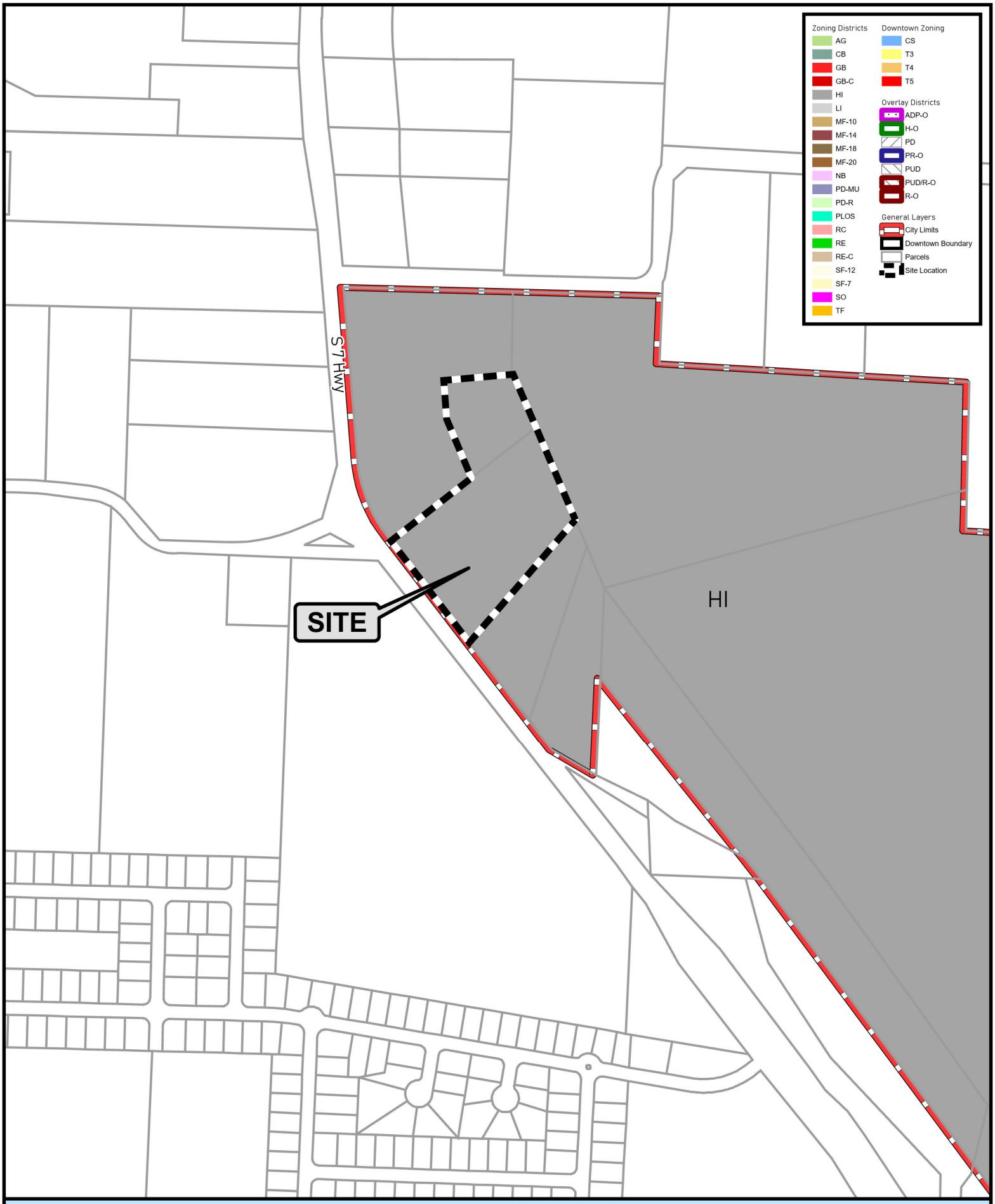


The City of Blue Springs Missouri

GDP-04-24-9098
PF-04-24-9099
SPDR-04-24-9100
PARCEL # 24-700-01-29-00-0-00-000
AERIAL LOCATION MAP

N

1 inch = 450 feet
Date: 4/4/2024



The City of Blue Springs Missouri

GDP-04-24-9098
PF-04-24-9099
SPDR-04-24-9100
PARCEL # 24-700-01-29-00-0-00-000
SITE LOCATION MAP

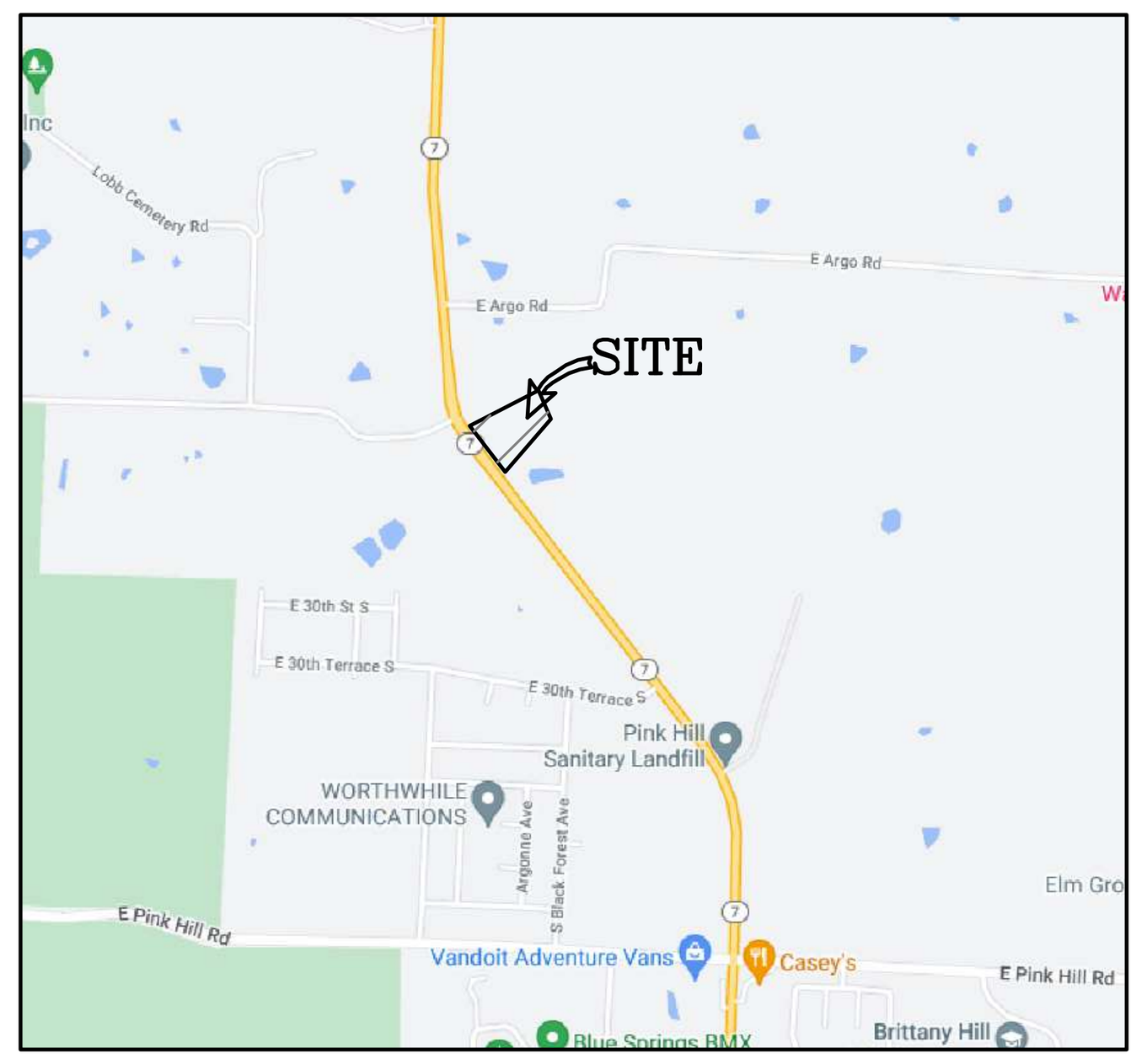
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1 inch = 450 feet

Date: 4/4/2024

GENERAL DEVELOPMENT PLAN & FINAL PLAN FOR
"LOT 1 OF FIKE FRDC FINAL PLAT"
"A REPLAT OF LOT 1 & TRACT A FALCO INDUSTRIAL PARK 1ST PLAT"
"FIKE 2024 REMOTE SITE TESTING FACILITY"
BLUE SPRINGS, JACKSON COUNTY MISSOURI

DEVELOPER:
FIKE CORPORATION



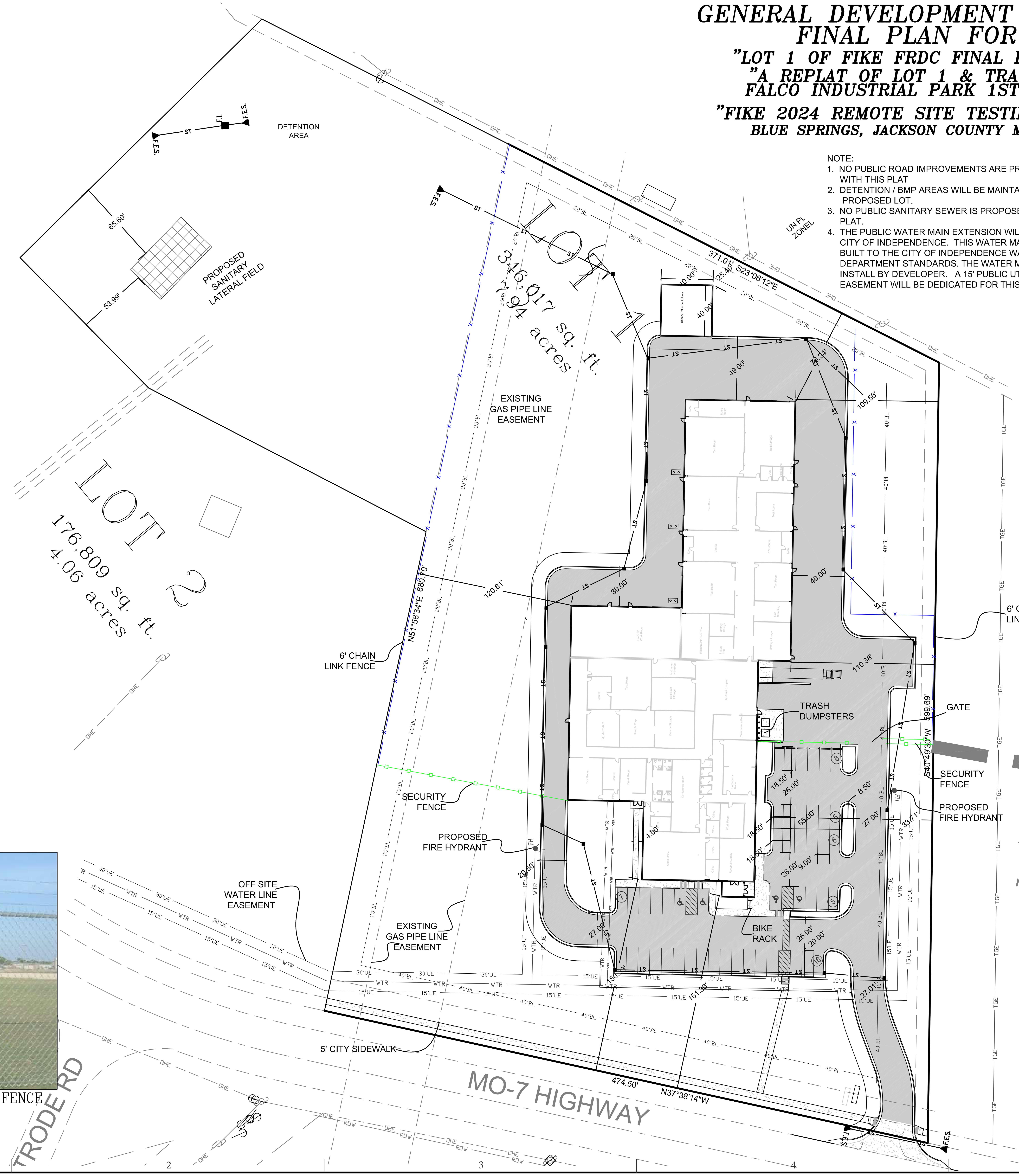
LOCATION MAP



N.T.S.

PLAN NOTES:

1. HEAVY CONCRETE PAVEMENT
2. HEAVY CONCRETE PAVEMENT
3. STRIAGHT BACK CURB & GUTTER
4. ACCESSIBILITY RAMP
5. PAINT ACCESSIBLE PARKING SYMBOLS ACCORDING TO APWA PAVEMENT MARKING STANDARDS.
6. INSTALL ACCESSIBLE PARKING SIGN "TYPE B"
7. STRIPE PAVING WITH 4" WIDE STRIPE & PAINT ACCORDING TO APWA PAVEMENT MARKING STANDARDS.
8. 6' SOLID VINAL FENCE
9. 6' CHAIN LINK FENCE W/ VISUAL SLATS
10. 6' CHAIN LINK FENCE
11. 5' CITY SIDEWALK RE: SEE CITY DETAIL
12. SITE MONUMENT SIGN





PROPOSED 6' CHAIN LINK SECURITY FENCE

NOTE:
1. NO PUBLIC ROAD IMPROVEMENTS ARE PROPOSED WITH THIS PLAT
2. DETENTION / BMP AREAS WILL BE MAINTAINED ON THE PROPOSED LOT.
3. NO PUBLIC SANITARY SEWER IS PROPOSED WITH THIS PLAT.
4. THE PUBLIC WATER MAIN EXTENSION WILL BE THRU THE CITY OF INDEPENDENCE. THIS WATER MAIN WILL BE BUILT TO THE CITY OF INDEPENDENCE WATER DEPARTMENT STANDARDS. THE WATER MAINS WILL BE INSTALL BY DEVELOPER. A 15' PUBLIC UTILITY EASEMENT WILL BE DEDICATED FOR THIS WATER MAIN.

LEGAL DESCRIPTION
LOT 1 OF FIKE FRDC FINAL PLAT,
A SUBDIVISION LOCATED IN BLUE SPRINGS,
JACKSON COUNTY, MISSOURI

PLANNING NOTES:
1. TOTAL LAND AREA =6ac
2. CURRENT ZONING = HI
3. EXISTING USE NONE
4. PROPOSED USE = INDUSTRIAL GENERAL
5. TOTAL DEDICATED ROW = 0ac
6. TOTAL BUILDING SF = 41,759 SF
7. BUILDING TYPE = GENERAL INDUSTRIAL BUILDING
8. BUILDING
   OFFICE SPACE = 10,039 SF
   STORAGE / TEST LAB = 31,720 SF
9. TOTAL STALLS
   ADA STALLS = 4
   REGULAR STALLS = 43
   TOTAL STALLS = 47
10 TOTAL ROAD FRONTAGE = 475 LF

PERVIOUS VS IMPERVIOUS CALCULATIONS

LOT SIZE	346,017 SF
IMPERVIOUS SURFACES	
BUILDINGS	41,759 SF
DRIVES/PARKING	
ASPHALT	56,331 SF
CURB	3,884 SF
HEAVY CONCRETE	2,110 SF
WALKS/MISC.	3,757 SF
TOTAL	107,841SF
CALCULATIONS	
TOATAL OPEN SPACE = 238,176 SF	
-/- = 32% IMPERVIOUS	
69% PERVIOUS (GREEN)	

NOTE:
1. FENCE TO BE APPROVED BY THE CITY STAFF PRIOR TO CONSTRUCTION,

40 20 0 40
Scale In Feet
1"= 40'

LOT 1 OF FIKE FRDC
BLUE SPRINGS, JACKSON COUNTY, MISSOURI

Quist Engineering, Inc
Civil Engineering for Residential & Commercial Site Development
821 NE Columbus St.
Lee's Summit, Missouri 64063
Phone: (816) 550-5675
email: rwalquist@quistengineering.com

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1ST ISSUE
3-28-24

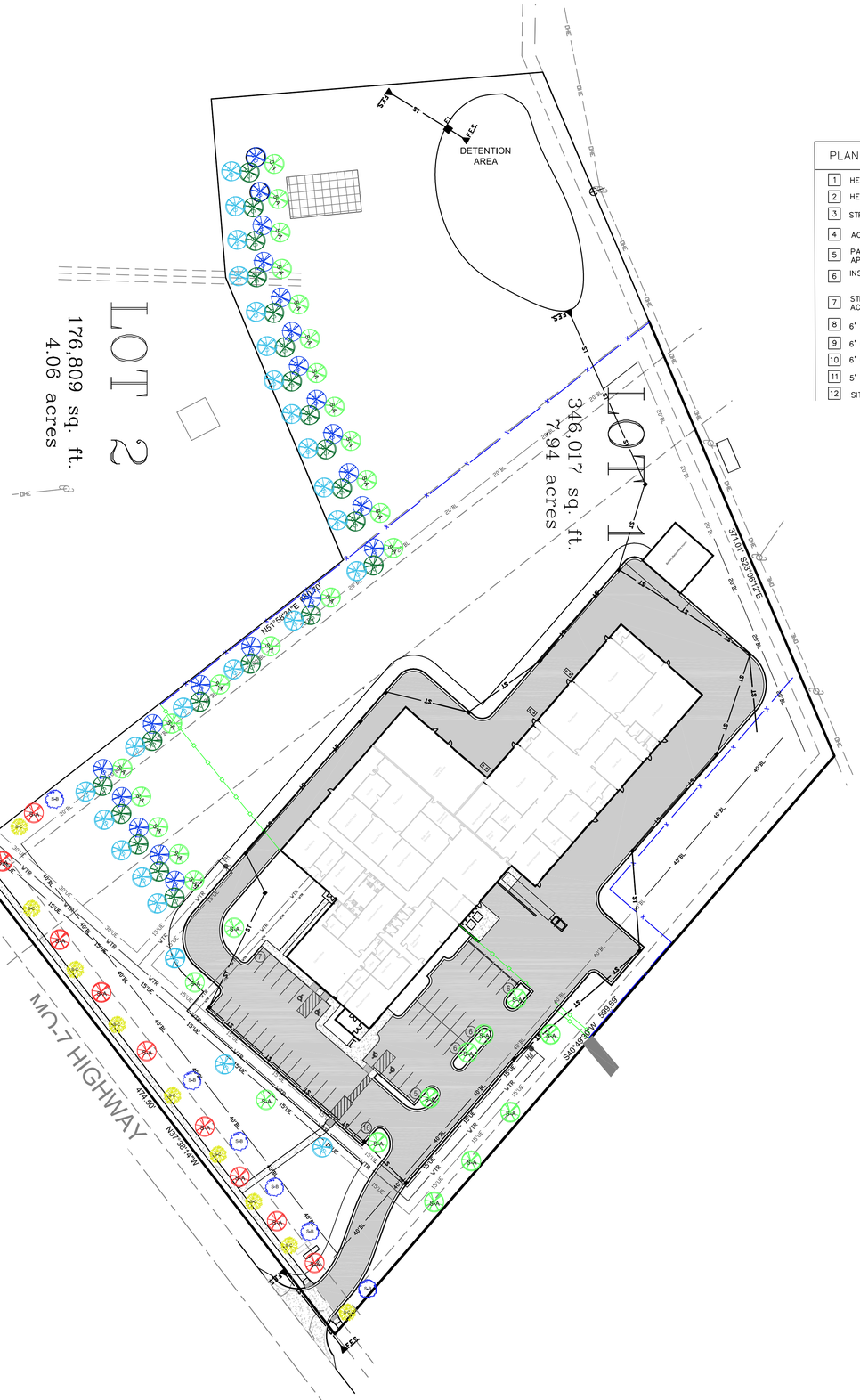
REVISIONS
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LANDSCAPING PLAN FOR LOT 1
"LOT 1 OF FIKE FRDC FINAL PLAT"
"A REPLAT OF LOT 1 & TRACT A FALCO INDUSTRIAL PARK 1ST PLAT"
"FIKE 2024 REMOTE SITE TESTING FACILITY"
BLUE SPRINGS, JACKSON COUNTY MISSOURI



PLAN NOTES:

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9. 6' CHAIN LINK FENCE W/ VISUAL SLATS
10. 6' CHAIN LINK FENCE
11. 5' CITY SIDEWALK RE: SEE CITY DETAIL
12. SITE MONUMENT SIGN



LOCATION MAP N.T.S.

PARKING STALL PLANTING SCHEDULE

		COMMON NAME	SCIENTIFIC NAME	CALIPER	PLANT UNITS PER	TOTAL PROPOSE UNITS
TREES						
S-A	12	STATE STREET MAPLE	ACER MIYABEI	2" CAL.	8	96
S-B	0	PACIFIC SUNSET MAPLE	ACER TRUNCATUM 'PACIFICSUNSET'	2" CAL.	8	0
S-C	0	AUTUMN BLAZE MAPLE	ACER X 'AUTUMN BLAZE'	2" CAL.	8	0
SHRUBS - PERENNIAL/ ORNAMANTAL						
SH-C	0	ADAGIO MAIDEN GRASS	MISCANTHUS SINENSIS	1GAL	1	0
					TOTAL PROPOSED =96	

TOTAL PARKING STALL PLANTING REQUIREMENT =2 PU PER STALL=TOTAL # OF STALLS = 48= 48 X 2 =96 PU'S TOTAL REQUIRED = 96

7 HWY TYPE "B" BUFFER PLANTING SCHEDULE

		COMMON NAME	SCIENTIFIC NAME	CALIPER	PLANT UNITS PER	TOTAL PROPOSE UNITS
TREES						
S-A	9	STATE STREET MAPLE	ACER MIYABEI	2" CAL.	8	72
S-B	6	PACIFIC SUNSET MAPLE	ACER TRUNCATUM 'PACIFICSUNSET'	2" CAL.	8	48
S-C	9	AUTUMN BLAZE MAPLE	ACER X 'AUTUMN BLAZE'	2" CAL.	8	72
SHRUBS - PERENNIAL/ ORNAMANTAL						
SH-C	0	ADAGIO MAIDEN GRASS	MISCANTHUS SINENSIS	1GAL	1	0
EVERGREEN TREES						
E-C	0	GREEN GIANT ARBORVIATAE	THUJA PLICATA 'GREEN GIANT'	6' HT.	5	0
					TOTAL PROPOSED =192	

TOTAL TYPE "B" BUFFER 25' REQUIREMENTS = 40 PU PER 100 L.F. => 475 / 100 = 5 X 40 = 190 PLANT UNITS TOTAL REQUIRED = 190

OPEN SPACE PLANTING SCHEDULE

		COMMON NAME	SCIENTIFIC NAME	CALIPER	PLANT UNITS PER	TOTAL PROPOSE UNITS
TREES						
S-A	21	STATE STREET MAPLE	ACER MIYABEI	2" CAL.	8	168
S-B	21	PACIFIC SUNSET MAPLE	ACER TRUNCATUM 'PACIFICSUNSET'	2" CAL.	8	168
S-C	21	AUTUMN BLAZE MAPLE	ACER X 'AUTUMN BLAZE'	2" CAL.	8	168
S-D	24	HEDGE MAPLE	ACER CAMRESTRE	2" CAL.	8	192
S-E	0	ARMSTRONG COL. MAPLE	ACER X FREEMANII 'ARMSTRONG'	2" CAL.	8	0
S-F	0	NORWEGION SUNSET MAPLE	ACER X ' TRUNCATUM'	2" CAL.	8	0
SHRUBS - PERENNIAL/ ORNAMANTAL						
SH-C	0	ADAGIO MAIDEN GRASS	MISCANTHUS SINENSIS	1GAL	1	0
					TOTAL PROPOSED = 696	

TOTAL OPEN SPACE (lot area) REQUIRED 1 PLANT UNIT PER 500 SF of (open space/ lot area) => TOTAL REQUIRED = 692
TOTAL OPEN SPACE REQUIRED =15% = 51,902 SF
TOTAL OPEN SPACE PROPOSED = 69% = 238,176SF
TOAL LOT AREA=346,017sf/ 500 = 692 PLANT UNITS

Landscape Area	Required Units / PUs (plant units)	Proposed Units / PUs (plant units)
South buffer: Adj. to "HI" Zoning / no buffer required	N/A	N/A
East buffer: Adj. to "HI" Zoning / no buffer required	N/A	N/A
North buffer: Adj. to "HI" Zoning / no buffer required	N/A	N/A
West buffer: Adj to NW 7 Hwy. (arterial) / Buffer B (15-ft.min)	25-ft. min. provided / 40 PUs/100-ft. (474.5' x 0.40) = **190 PUs**	**192 PUs**
Parking lot landscaping:	2 PUs per uncovered space x 48 spaces = **96 PUs**	**96 PUs**
Open Space:	1 PU/500-sf. of lot area (346,017-sf.) = **692 PUs**	**96 PUs (-596 PUs)**
Total:	**978 PUs**	**382 PUs (-596 PUs)**

50 25 0 50
Scale In Feet
1"= 50'

DEVELOPER:
FIKE CORPORATION

LEGAL DESCRIPTION
LOT 1 OF FIKE FRDC FINAL PLAT,
A SUBDIVISION LOCATED IN BLUE SPRINGS,
JACKSON COUNTY, MISSOURI

PLANNING NOTES:
1. TOTAL LAND AREA =6ac
2. CURRENT ZONING = HI
3. EXISTING USE NONE
4. PROPOSED USE = INDUSTRIAL GENERAL
5. TOTAL DEDICATED ROW = 0ac
6. TOTAL BUILDING SF = 41,759 SF
7. BUILDING TYPE = GENERAL INDUSTRIAL BUILDING
8. BUILDING
   OFFICE SPACE = 10,039 SF
   STORAGE / TEST LAB = 31,720 SF
9. TOTAL STALLS
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   TOTAL STALLS = 48
10 TOTAL ROAD FRONTAGE = 475 LF

PERVIOUS VS IMPERVIOUS CALCULATIONS

LOT SIZE	346,017 SF
IMPERVIOUS SURFACES	
BUILDINGS	41,759 SF
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ASPHALT	56,331 SF
CURB	3,884 SF
HEAVY CONCRETE	2,110 SF
WALKS/MISC.	3,757 SF
TOTAL	107,841SF
CALCULATIONS	
TOATAL OPEN SPACE = 238,176 SF	
-/- = 32% IMPERVIOUS	
69% PERVIOUS (GREEN)	

LOT 1 OF FIKE FRDC
BLUE SPRINGS, JACKSON COUNTY, MISSOURI

Quist Engineering, Inc
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821 NE Columbus St.
Lee's Summit, Missouri 64063
Phone: (816) 550-5675
email: rwalquist@quistengineering.com

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3-28-24

REVISIONS
~~4-18-24~~

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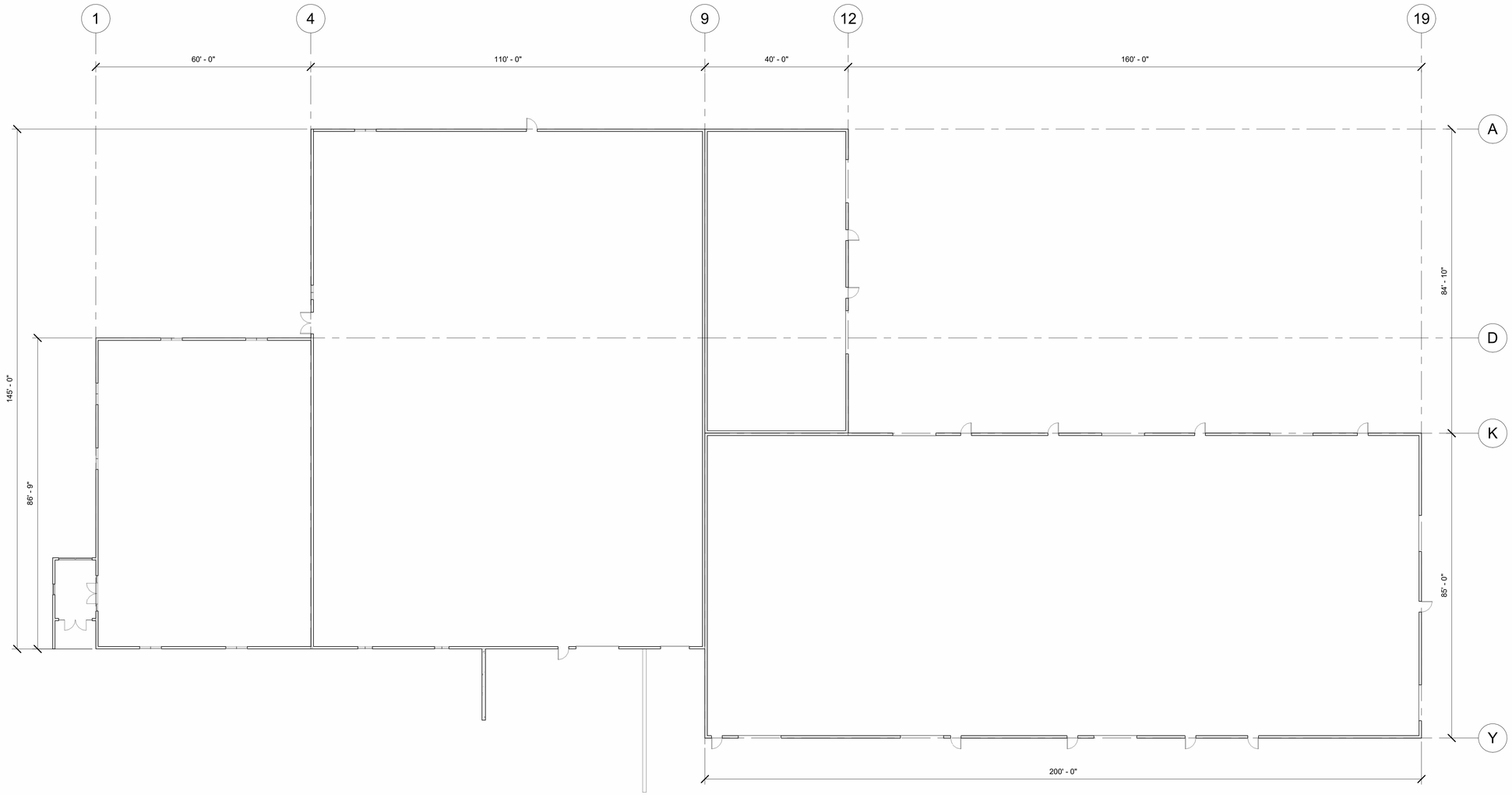
FIKE TEST FACILITY

INDEPENDENCE, MO

03.14.2024

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1 Floor Plan
1/16" = 1'-0"

scharhag
HERMAN A. SCHARHAG COMPANY, ARCHITECTS
5836 Central Kansas City, Mo 64113
Phone: 816-914-5165 Scharhagarch@gmail.com

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NEW BUILDING FOR

FIKE TEST FACILITY

INDEPENDENCE, MO

J.Jeffry Schroeder Mo. Licence A-4226
Herman Scharhag Co., Arch. Cert. of Authority A-22

No.	Description	Date
Revision Schedule		

Floor Plan

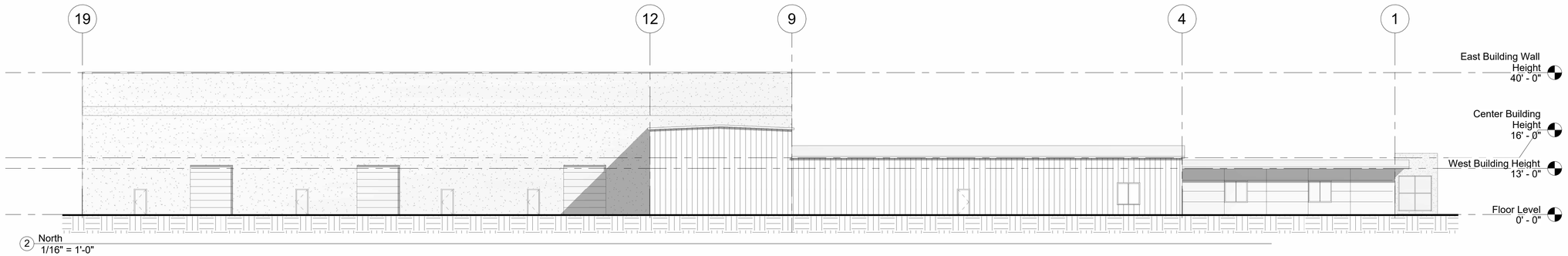
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Date	03.14.2024

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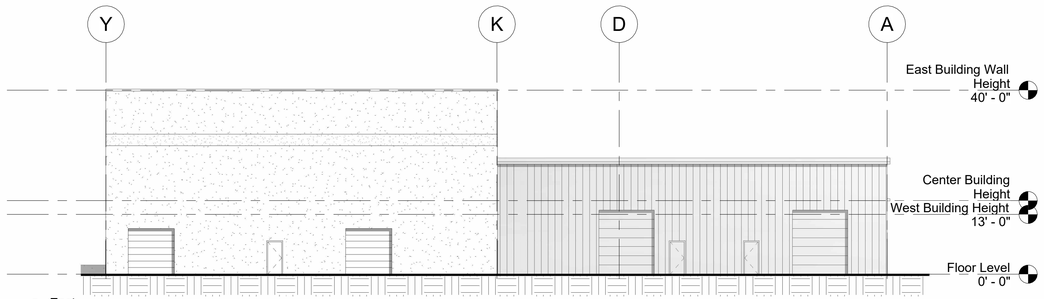
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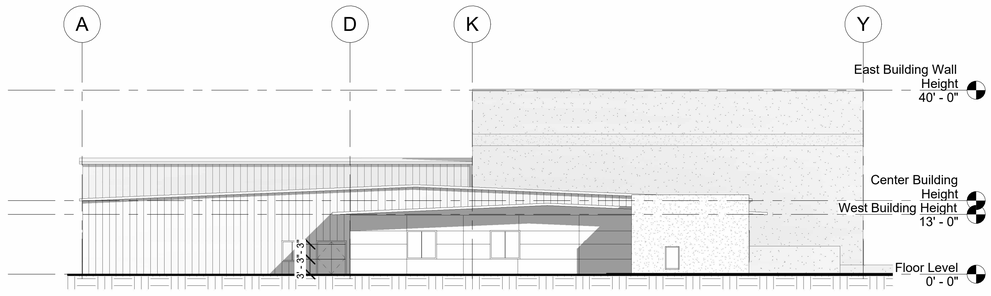
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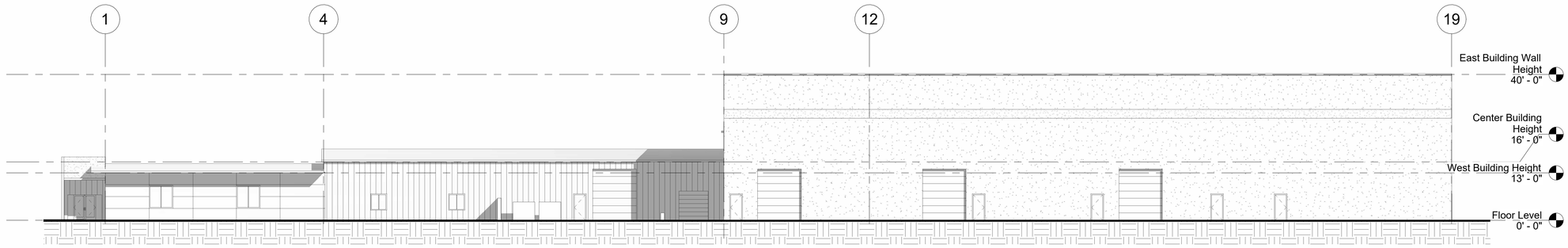
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1 East
1/16" = 1'-0"



4 West
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3 South
1/16" = 1'-0"

scharhag
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Phone: 816-914-5165 Scharhagarch@gmail.com

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NEW BUILDING FOR
FIKE TEST FACILITY
INDEPENDENCE, MO

J. Jeffry Schroeder Mo. Licence A-4226
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No.	Description	Date
	Revision Schedule	

Elevations

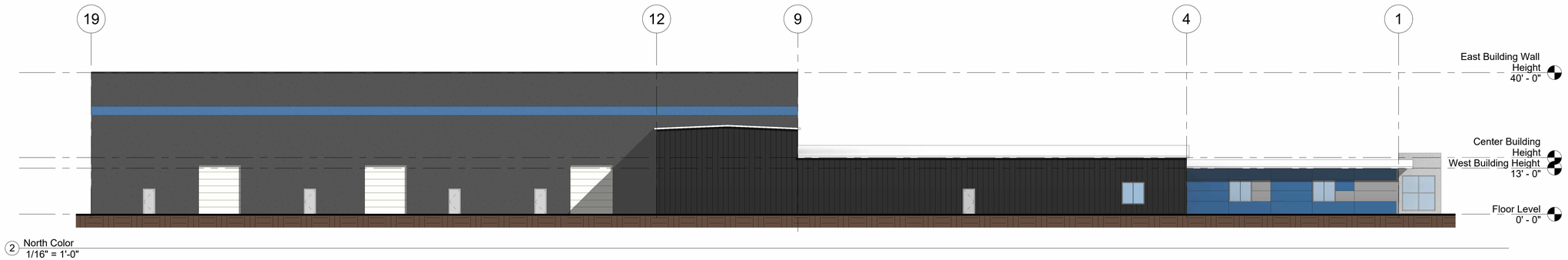
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Date	03.14.2024

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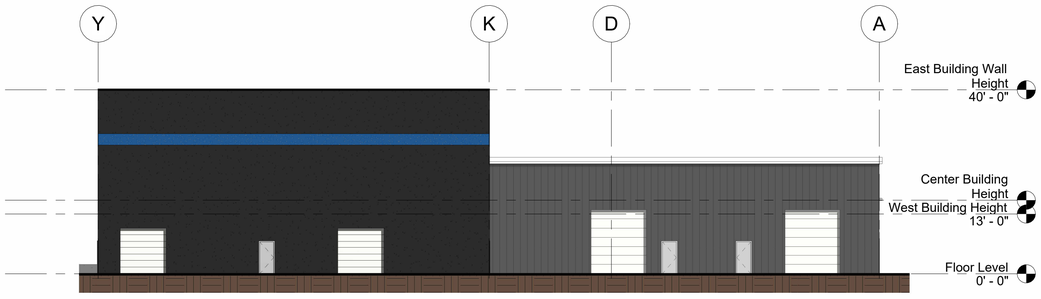
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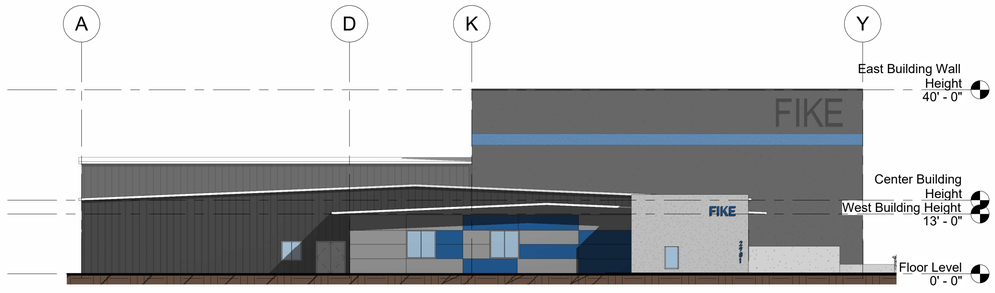
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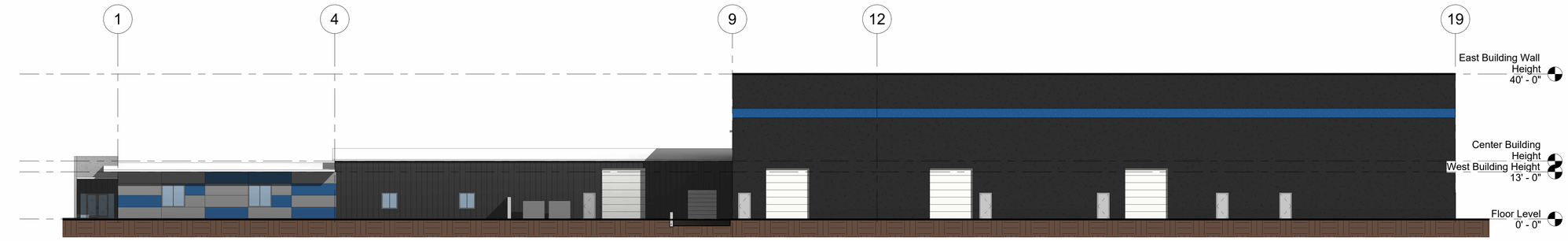
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1 East Color
1/16" = 1'-0"



4 West Color
1/16" = 1'-0"



3 South Color
1/16" = 1'-0"

scharhag
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5836 Central Kansas City, Mo 64113
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NEW BUILDING FOR

FIKE TEST FACILITY

INDEPENDENCE, MO

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Herman Scharhag Co., Arch. Cert. of Authority A-22

No.	Description	Date
	Revision Schedule	

Colored Elevations

Project number	2579
Date	03.14.2024

A202

Scale 1/16" = 1'-0"

3/14/2024 10:18:38 AM

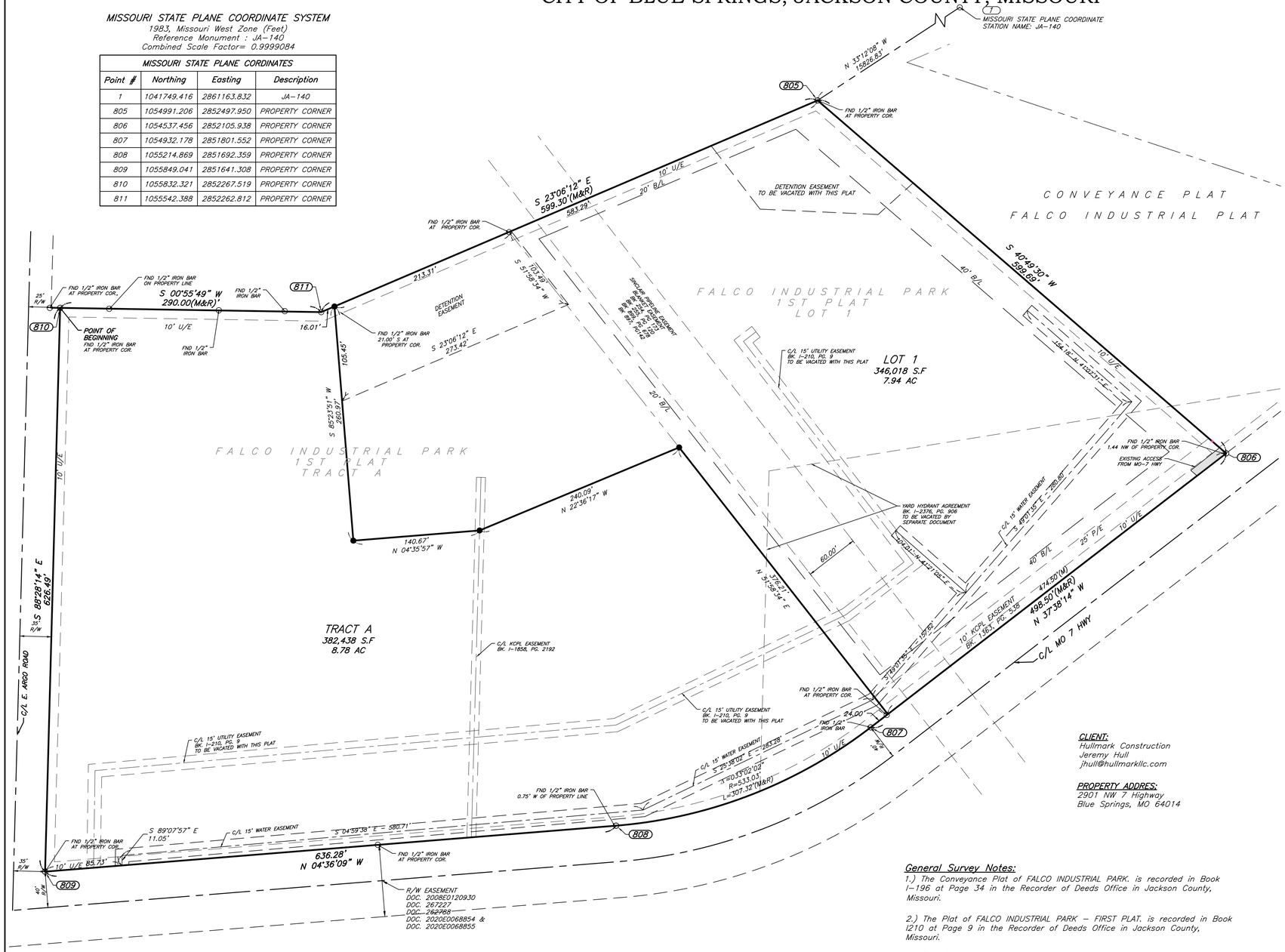
Received
03/29/2024 10:39:06 AM

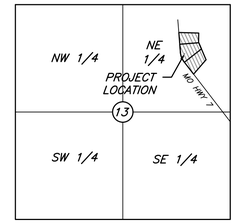
FIKE FRDC FINAL PLAT

A REPLAT OF LOT 1 & TRACT A OF FALCO INDUSTRIAL PARK FIRST PLAT
NE 1/4, SECTION 13, TOWNSHIP 49 NORTH, RANGE 31 WEST
CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI

MISSOURI STATE PLANE COORDINATE SYSTEM
1983, Missouri West Zone (Feet)
Reference Monument : JA–140
Combined Scale Factor= 0.9999084

MISSOURI STATE PLANE CORDINATES			
Point #	Northing	Easting	Description
1	1041749.416	2861163.832	JA–140
805	1054991.206	2852497.950	PROPERTY CORNER
806	1054537.456	2852105.938	PROPERTY CORNER
807	1054932.178	2851801.552	PROPERTY CORNER
808	1055214.869	2851692.359	PROPERTY CORNER
809	1055849.041	2851641.308	PROPERTY CORNER
810	1055832.321	2852267.519	PROPERTY CORNER
811	1055542.388	2852262.812	PROPERTY CORNER





VICINITY MAP
SEC. 13–49–31

SCALE
0' 60' 120'

LEGEND

- △ – SECTION CORNER AS NOTE
- ⬟ – SET MONUMENT AS NOTED
- ⬠ – FOUND MONUMENT AS NOTED
- ● – SET 1/2" IRON BAR AT CORNER W/ J & J CAP
- ○ – FOUND 1/2" IRON BAR AT CORNER UNLESS OTHERWISE NOTED
- (M) – MEASURED DISTANCE
- (R) – RECORD DISTANCE
- R/W – RIGHT OF WAY
- C/L – CENTERLINE
- U/E – UTILITY EASEMENT
- B/L – BUILDING SETBACK LINE
- P/E – PEDESTRIAN EASEMENT

PROPERTY DESCRIPTION:
All of Lot 1 and Tract A, FALCO INDUSTRIAL PARK FIRST PLAT, in the City of Blue Springs, Jackson County, Missouri, being more particularly described as follows, prepared on April 12, 2024, by John B. Young, PLS–2006016647:

Beginning at the Northeast corner of Tract A; Thence South 00°55'49" West, along the East line of said Tract A, 290.00 feet; Thence South 23°06'12" East along the East line of said Lot 1, 599.30 feet; Thence South 40°49'30" West, along the South line of said Lot 1, 599.69 feet to the Southwest corner of said Lot 1; Thence North 37°38'14" West along the West line of said Lot 1, 498.50 feet; Thence on a curve to the right, along the West line of said Tract A, tangent to the last described course, having a radius of 533.03 feet and an arc length of 307.32 feet; Thence North 04°36'09" West, 636.28 feet to the Northwest corner of said Tract A; Thence South 88°28'14" East along the North line of said Tract A, 626.49 feet to the Point of Beginning. Containing 728,490 square feet or 16.72 acres more or less.

IN WITNESS WHEREOF:

PRESTIGE WORLDWIDE DEVELOPMENT, HAS CAUSED THESE PRESENT TO BE EXECUTED THIS _____ DAY OF _____, 2024.

_____ _____ _____
_____ *OWNER*

STATE OF MISSOURI)
COUNTY OF JACKSON)

BE IT REMEMBERED THAT ON THIS _____ DAY OF _____, 2024, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, CAME _____, TO ME PERSONALLY KNOWN, WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE OWNER, AND THAT SAID INSTRUMENT WAS SIGNED IN BEHALF OF ALL ABOUT THE OUTDOORS CORPORATION.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL ON THE DAY AND YEAR LAST WRITTEN ABOVE.

_____ _____
NOTARY PUBLIC *MY COMMISSION EXPIRES*

CITY OF BLUE SPRINGS APPROVAL:

The following Administrative Plat is approved as authorized by section 403.050, Blue Springs code of ordinances and section 89.440 RsMo. Approved by Plan case No. MSP–09–21–7941.

_____ _____
BYRON CRADDOLPH *JAMES C. BURGESS*
PLANNING COMMISSION CHAIR *CITY ENGINEER*

_____ _____ _____
CHRIS LIEVSAY *MIKE MALLON*
MAYOR *SENIOR DIRECTOR OF CITY DEVELOPMENT*

_____
ERIN FORD
CITY CLERK

APPROVED BY JACKSON COUNTY ASSESSMENT DEPARTMENT

_____
VINCENT E. BRICE

CLIENT:
Hullmark Construction
Jeremy Hull
jhull@hullmarkllc.com

PROPERTY ADDRES:
2901 NW 7 Highway
Blue Springs, MO 64014

General Survey Notes:

1.) The Conveyance Plat of FALCO INDUSTRIAL PARK. is recorded in Book I–196 at Page 34 in the Recorder of Deeds Office in Jackson County, Missouri.

2.) The Plat of FALCO INDUSTRIAL PARK – FIRST PLAT. is recorded in Book I210 at Page 9 in the Recorder of Deeds Office in Jackson County, Missouri.

3.) Title Report # 2304582, dated October 11, 2021 at 2:17 PM provided by Advantage Title LLC was provided by client.

4.) Basis of Bearing is established by the Missouri State Plane Coordinate System from GPS Observation.

5.) The subject property is located in Zone X, areas determined to be outside the 0.2% annual chance floodplain, as shown on Flood Insurance Rate Map (FIRM) 29095C0317G, effective January 20, 2017.

6.) The property is being replatted and easements are being vacated and rededicated to allow for the development of building for a testing facility.

CERTIFICATION:
I hereby certify that this drawing is based on an actual field survey made by me or under my direct supervision on the 28th day of December, 2023 and that said survey meets or exceeds the current Missouri Standards for Property Boundary Surveys, as established by the Missouri Board for Architects, Professional Engineers and Land Surveyors, and the Missouri Department of Natural Resources, Division of Geology and Land Survey.

STATE OF MISSOURI JOHN B. YOUNG NUMBER LS-2006016647 PROFESSIONAL LAND SURVEYOR

5–6–24
Date

John B. Young PLS–2006016647

J & J SURVEY LLC
8680A N. GREEN HILLS ROAD • KANSAS CITY, MO 64154
PHONE (816)741-1017 • FAX (816)741-1018

1	INITIAL SUBMITTAL	04–16–24
2	REVISED PER COMMENTS	05–03–24
3	ADDED EASEMENTS	05–06–24

SHEET 1 OF 1

Location: S:\23.496B – Falco Industries\DRAWINGS\2024.05.06 – revised REPLAT\23.496–REPLAT revosed 5–6–24.dwg–May 06, 2024–11:01am

Received
05/06/2024 1:43:47 PM

The City of Blue Springs Missouri

Planning Application

903 W Main Street, Blue Springs, MO | 816-228-0207
developmentsubmittals@bluespringsgov.com

OFFICE USE ONLY – *Updated 10-13-2020*
CASE #:
PC MEETING:
CC MEETING:
BOA MEETING:
NEWSPAPER:
NOTICE LETTERS:
PLANNER:

PROJECT LOCATION INFORMATION (*separate applications required if project boundaries differ*)

Fike FRDC

Project Name

2951 NW 7 HWY — **Project Address (Parcel ID if No Address Assigned or Multiple Addresses)**

See the attached — **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
HI	undeveloped	HI	Industry, general	6 +/-	1

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
Jeremy Hull	Hullmark Construction	816-847-7270	jhull@hullmarkllc.com

Address	City	State	Zip Code
2940 South Jackson Drive	Independence	MO	64057

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 Bill Schwagerman — **Applicant Signature** — 3/28/2024 — **Date**

Name of Property Owner	Phone	Email Address
Prestige Worldwide Development	800-937-3453	bill.schwagerman@fike.com

Address	City	State	Zip Code
704 SW 10th Street	Blue Springs	MO	64015

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 Bill Schwagerman — **Property Owner Signature** — 3/28/2024 — **Date**

Received
03/29/2024 10:38:47 AM

REQUIRED DOCUMENTS CHECKLIST FOR ALL APPLICATIONS			
	REQUIREMENT	**DESCRIPTION**	**NUMBER**
☐	**Project Location Information**	Complete 1st page of this Application	
☐	**Legal Description** *(digital copy required for public hearings only)*	One 8.5" x 11" copy & a digital copy in Microsoft Word format emailed to comdevlegal@bluespringsgov.com	
☐	**Plans Set Sealed by the Proper Entity Registered in the State of Missouri**	Full plans set folded & collated; See Guidebook for plans set requirements	Varies
		Reduced set of full plans set on 8.5" x 11"	1 set
☐	**Other Required Documents**	Other Required Documents such as Stormwater Study; Traffic Study; etc. on 8.5"x11"	2 sets
☐	**Application Specific Requirements Checklist**	Attach applicable pages from the Guidebook.	
☐	**Other Required Information**	See UDC Chapter 403 (Development Review Procedures) for any other required information. For Signage requirements, see Chapter 501 (Sign Code).	

PROJECT DESCRIPTION:

A new world class research and development facility for FIKE, a Blue Springs founded company. This will be a hub station for a majority of the R & D for their global network of companies focused on customer solutions for life safety & critical asset protection. This construction plan has been well planned to enhance this property to meet and exceed all city, county, and state regulations.

Construction will consist of approximately half pre-engineered metal building with upgraded exterior cladding and added features. The remaining will be tilt-up construction with structural steel.

Aesthetic appeal will be a focus as this is the northern entrance to this growing and evolving city!

Received
03/29/2024 10:38:49 AM

CONTACT INFORMATION SHEET

PROJECT LEAD

Name	Company Name		
Jeremy Hull	Hullmark Construction		
Address	**City**	**State**	**Zip**
2940 South Jackson Drive	Independence	MO	64057
Email	**Phone**	**Fax**	
jhull@hullmarkllc.com	816-847-7270	NA	

DEVELOPER

Name	Company Name		
Prestige Worldwide Development	FIKE Corp		
Address	**City**	**State**	**Zip**
704 SW 10th Street	Blue Springs	MO	64015
Email	**Phone**	**Fax**	
bill.schwagerman@fike.com	8165501170	NA	

ENGINEER

Name	Company Name		
Robert Walquist PE	Quist Engineering		
Address	**City**	**State**	**Zip**
6 SW 6th street	Lee's Summit	MO	64063
Email	**Phone**	**Fax**	
rwalquist@quistengineering.com	816-550-5675	NA	

ARCHITECT

Name	Company Name		
Jeff Schroeder RA	Heman Scharhag Architects		
Address	**City**	**State**	**Zip**
5836 Central Street	Kansas City	MO	64113
Email	**Phone**	**Fax**	
scharhagarch@gmail.com	816-914-5165	NA	

SURVEYOR

Name	Company Name		
TBD			
Address	**City**	**State**	**Zip**
Email	**Phone**	**Fax**	

LANDSCAPE ARCHITECT

Name	Company Name		
Robert above			
Address	**City**	**State**	**Zip**
Email	**Phone**	**Fax**	

ATTORNEY

Name	Company Name		
NA			
Address	**City**	**State**	**Zip**
Email	**Phone**	**Fax**	

OTHER CONTACT

Name	Company Name		
NA			
Address	**City**	**State**	**Zip**
Email	**Phone**	**Fax**	

Received
03/29/2024 10:38:49 AM

THE EXAMINER

Notice ID: FRILqNVvZ1vWCVGYs00p
Fike FRDC

AFFIDAVIT OF PUBLICATION: #2218710

STATE OF MISSOURI, COUNTY OF JACKSON, SS:

Shalon Hartle

I, Shalon Hartle, 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:

Apr. 27, 2024

Shalon Hartle
Authorized Agent

Notary, State of MN, County of Redwood
Commission expires January 31, 2025

Printer's Fee: $116.42

LEANNE JOY KAUFENBERG
Notary Public
State of Minnesota
My Commission Expires
January 31, 2025

PUBLIC NOTICE

General Development Plan
GDP-04-24-9098
"Fike FRDC"
2951 NW 7 Hwy.
Parcel #
24-700-01-29-00-0-00-000
& 24-700-01-34-00-0-00-000

Notice is hereby given that a public hearing will be held by the Planning Commission of the City of Blue Springs on **Monday, May 13, 2024, 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, Jeremy Hull, Hallmark Construction, on behalf of the property owner, Prestige Worldwide Development, for approval of a General Development Plan to allow for the development of a research and development facility. The subject property is located south of NW Argo Road and east of NW 7 Highway and includes approximately 7.94 +/- 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:

Lots 1 and 2 and the South 9.25 feet of Lot 3, McCoy's Blue Springs Addition, a subdivision in Blue Springs, Jackson County, Missouri; According to the recorded Plat thereof.

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 General Development Plan / GDP-04-24-9098 on **Monday, May 20, 2024, 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, Apr

PUBLIC NOTICE

General Development Plan | GDP-04-24-9098
"Fike FRDC"
2951 NW 7 Hwy.
Parcel # 24-700-01-29-00-0-00-000 & 24-700-01-34-00-0-00-000

Notice is hereby given that a public hearing will be held by the Planning Commission of the City of Blue Springs on **Monday, May 13, 2024 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, Jeremy Hull, Hullmark Construction, on behalf of the property owner, Prestige Worldwide Development, for approval of a General Development Plan to allow for the development of a research and development facility. The subject property is located south of NW Argo Road and east of NW 7 Highway and includes approximately 7.94 +/- 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:

All of Lot 1 and part of Tract A, FALCO INDUSTRIAL PARK FIRST PLAT, in the City of Blue Springs, Jackson County, Missouri, being more particularly described as follows, prepared on April 12, 2024, by John B. Young, PLS-2006016647:
Commencing at the Northeast corner of said Tract A;
Thence South 00°55'49" West, along the East line of said Tract A, 290.00 feet;
Thence South 23°06'12" East along said East line, 16.01 feet to the Point of Beginning;
Thence South 23°06'12" East along said East line of Tract A and Lot 1, 583.29 feet to the Southeast corner of said Lot 1;
Thence South 40°49'30" West, along the South line of said Lot 1, 599.69 feet to the Southwest corner of said Lot 1;
Thence North 37°38'14" West along the West line of said Lot 1, 474.50 feet to the Northwest corner of said Lot 1;
Thence North 51°58'34" East along the North line of said Lot 1, 376.21 feet;
Thence North 22°36'17" West, 240.09 feet;
Thence North 04°35'57" West, 140.67 feet;
Thence North 85°23'51" East, 260.97 feet to the Point of Beginning.

Containing 346,018 square feet or 7.94 acres more or less.

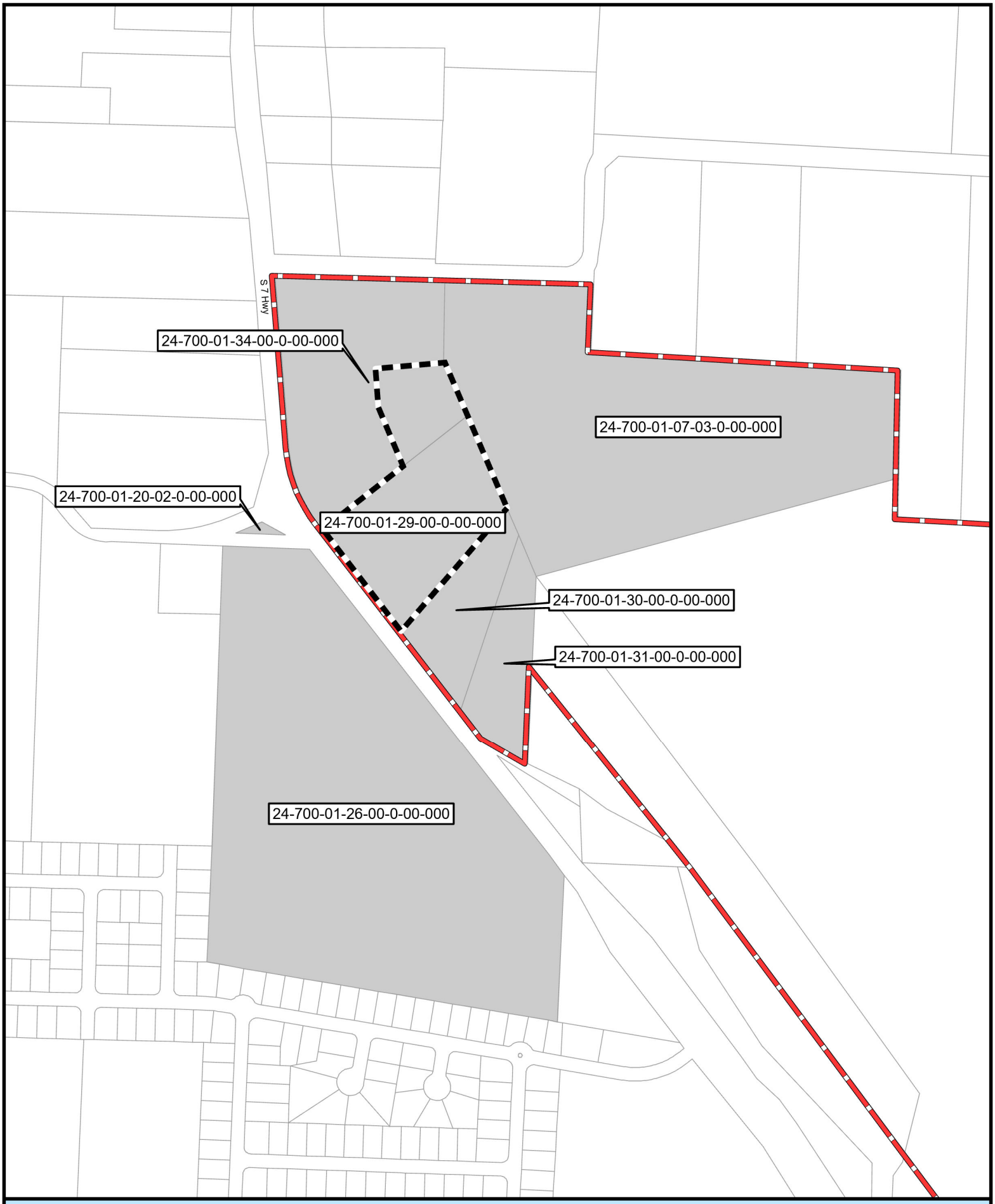
CITY OF BLUE SPRINGS
Planning Commission

By: Adair Bright, Senior Planner

The City Council of the City of Blue Springs will also hold a public hearing on the above noted General Development Plan / GDP-04-24-9098 on **Monday, May 20, 2024, 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, April 27, 2024
E-MAIL TO THE EXAMINER: legals@examiner.net
04/24/2024



The City of Blue Springs Missouri

GDP-04-24-9098
PARCEL # 24-700-01-29-00-0-00-000
185' NOTIFICATION MAP

N

1 inch = 450 feet

Date: 4/4/2024

Parcel ID	Situs Address	Situs City	Situs State	Situs ZipCode	Owner	Owner Address
24-700-01-26-00-0-00-000	25601 E STRODE RD	INDEPENDENCE	MO	64015	GRAHAM JAMES D & TONI P	1701 W 40 HWY STE BLUE SPRINGS, MO 64015
24-700-01-07-03-0-00-000	3001 S 7 HWY	BLUE SPRINGS	MO	64057	FIKE CORPORATION	PO BOX 610 BLUE SPRINGS, MO 64013
24-700-01-20-02-0-00-000	NO ADDRESS ASSIGNED BY CITY	INDEPENDENCE	MO	64057	KACKLEY CRAIG & LAURA	25410 E STRODE RD BLUE SPRINGS, MO 64015
24-700-01-31-00-0-00-000	NO ADDRESS ASSIGNED BY CITY	BLUE SPRINGS	MO	64057	FIKE CORPORATION	704 SW 10TH ST BLUE SPRINGS, MO 64015
24-700-01-30-00-0-00-000	3001 S M 7 HWY	BLUE SPRINGS	MO	64057	FIKE CORPORATION	704 SW 10TH ST BLUE SPRINGS, MO 64015
24-700-01-29-00-0-00-000	2951 NW 7 HWY	BLUE SPRINGS	MO	64057	PRESTIGE WORLDWIDE DEVELOPMENT	704 SW 10TH ST BLUE SPRINGS, MO 64015
24-700-01-34-00-0-00-000	2901 NW 7 HWY	BLUE SPRINGS	MO	64057	PRESTIGE WORLDWIDE DEVELOPMENT	704 SW 10TH ST BLUE SPRINGS, MO 64015

Blue Springs, Missouri
Community Development

April 29, 2024

Ref: Public Hearing: General Development Plan | GDP-04-24-9098
"Fike FRDC"
2951 NW 7 Hwy.
Parcel # 24-700-01-29-00-0-00-000 & 24-700-01-34-00-0-00-000

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, Jeremy Hull, Hullmark Construction, on behalf of the property owner, Prestige Worldwide Development, for approval of a General Development Plan to allow for the development of a research and development facility. The subject property is located south of NW Argo Road and east of NW 7 Highway and includes approximately 7.94 +/- 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, May 13, 2024 @ 6:30 p.m.
&
City Council – Monday, May 20, 2024 @ 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, AICP
Senior Planner

Introduced by Councilmember _____ BILL NO. 5214
(GDP-04-24-9098)

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE GENERAL DEVELOPMENT PLAN FOR FIKE FRDC AT 2951 NW 7 HIGHWAY

WHEREAS, proper application having been made to approve a General Development Plan (GDP) for property hereinafter described; and

WHEREAS, after review of the General Development Plan with respect to such issues as zoning, land use, impact to surrounding areas, adequacy of facilities and services, and compliance with development regulations to achievement quality development, in which it has been determined that the application has met; 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 on May 13, 2024, which the Commission, after said hearing, recommended that the application for the General Development Plan be approved; and

WHEREAS, thereafter a public hearing was held by City Council on May 20, 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 application was appropriate at the location herein described; and

WHEREAS, the City of Blue Springs, Missouri has determined that the General Development Plan is appropriate at this location; and

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

Section 1. The following described tract of real estate is hereby declared subject to the General Development Plan for Fike FRDC. The site is legally described as:

All of Lot 1 and part of Tract A, FALCO INDUSTRIAL PARK FIRST PLAT, in the City of Blue Springs, Jackson County, Missouri, being more particularly described as follows, prepared on April 12, 2024, by John B. Young, PLS-2006016647:
Commencing at the Northeast corner of said Tract A;
Thence South 00°55'49" West, along the East line of said Tract A, 290.00 feet;
Thence South 23°06'12" East along said East line, 16.01 feet to the Point of Beginning;
Thence South 23°06'12" East along said East line of Tract A and Lot 1, 583.29 feet to the Southeast corner of said Lot 1;
Thence South 40°49'30" West, along the South line of said Lot 1, 599.69 feet to the Southwest corner of said Lot 1;
Thence North 37°38'14" West along the West line of said Lot 1, 474.50 feet to the Northwest corner of said Lot 1;

Thence North 51°58’34” East along the North line of said Lot 1, 376.21 feet;
Thence North 22°36’17” West, 240.09 feet;
Thence North 04°35’57” West, 140.67 feet;
Thence North 85°23’51” East, 260.97 feet to the Point of Beginning.

Containing 346,018 square feet or 7.94 acres more or less.

Section 2. No land covered within this General Development Plan, or contained within the area described by Section 1 of this Ordinance, may be developed except in compliance with the General Development Plan approved herein by the City of Blue Springs or hereinafter revised, and the requirements of said General Development Plan shall include any staff recommendations contained in the staff report and presented to the Planning Commission at its May 13, 2024, meeting and to the City Council at its May 20, 2024, meeting, and approved by the City Council as conditions of development passage by this Ordinance and of this General Development Plan, 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.

Section 3. The base zoning district standards and other applicable regulations of the Unified Development Code shall control development within the General Development Plan except those regulations that are modified and allowed under either the General Development Plan and/or the applicable Alternative Development Standards process.

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

Section 5. Scrivener’s Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 20th day of May 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

Introduced by Councilmember _____ BILL NO. 5215
(PF-04-24-9099)

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE FINAL PLAT FOR FIKE FRDC, BLUE SPRINGS, JACKSON COUNTY, MISSOURI

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

Section 1. The final plat of FIKE FRDC, BLUE SPRINGS, JACKSON COUNTY, MISSOURI, hereinbefore presented to the City Council and having been found to be in compliance with the Unified Development Code (UDC), its amendments, and other ordinances of the City of Blue Springs, is hereby approved subject to the following conditions and those set out in the Planning Commission Staff Report for Case File Number PF-04-24-9099 submitted to the Planning Commission at its May 13, 2024, meeting:

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.
2. Prior to Building Permit issuance, the Final Plat must be recorded with Jackson County.
3. Prior to Building Occupancy, the following must occur:
    a. The 5-ft. ADA compliant sidewalk along NW 7 Highway must be installed along the entire NW 7 Highway frontage.
    b. On-site sewer system permit will have to be issued by Jackson County.
4. The Yard Hydrant Service Line Use Agreement and Encumbrance must be released prior to issuance of building permits. Proof of recorded documents are required prior to issuance of building permits.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor of Blue Springs.

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 20th day of May 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: May 7, 2024

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

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

ISSUE/REQUEST

Second reading of Bill No. 5208 approving the annexation of the real property that consists entirely of Adams Dairy Parkway Right-of-Way (ROW) north of Wyatt Road (approximately 1.13 +/- acres) into the City limits. (ANNX-03-24-9076). The public hearing and first reading of this Bill was held on May 6, 2024, and the Bill is ready for second reading. (Adams Dairy Parkway ROW north of Wyatt Road Annexation)

BACKGROUND/JUSTIFICATION

The City of Blue Springs is the owner of this unincorporated property that consists entirely of Adams Dairy Parkway ROW and is petitioning to annex the approximate 1.13 +/- acre property into City limits. All of Adams Dairy Parkway ROW from Wyatt Road north to 40 Highway is annexed into the City limits, except for this remnant piece that the City believed was still under Jackson County control. However, after further discussions with the County, it was determined the property is City-owned and has never annexed into the City limits. The adjacent property, Colonial Gardens, was annexed into the City in 2023.

This is the second reading of Bill No. 5208 for the proposed annexation. The City Council unanimously approved the 1st reading on May 6, 2024.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
May 21, 2024	N/A

STAFF RECOMMENDATION

Staff recommends approval of the Annexation (ANNX-0903-24-9076)

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Exhibit 1 as entered into the record during the public hearing at the May 6, 2024, City Council meeting which includes City Council Information Form with attachments, Site Location Maps, Form of Petition for Voluntary Annexation and signatures of property owner, Affidavit of Publication in The Examiner on September April 13, 2024.
2. Bill approving Annexation.

REVIEWED BY

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

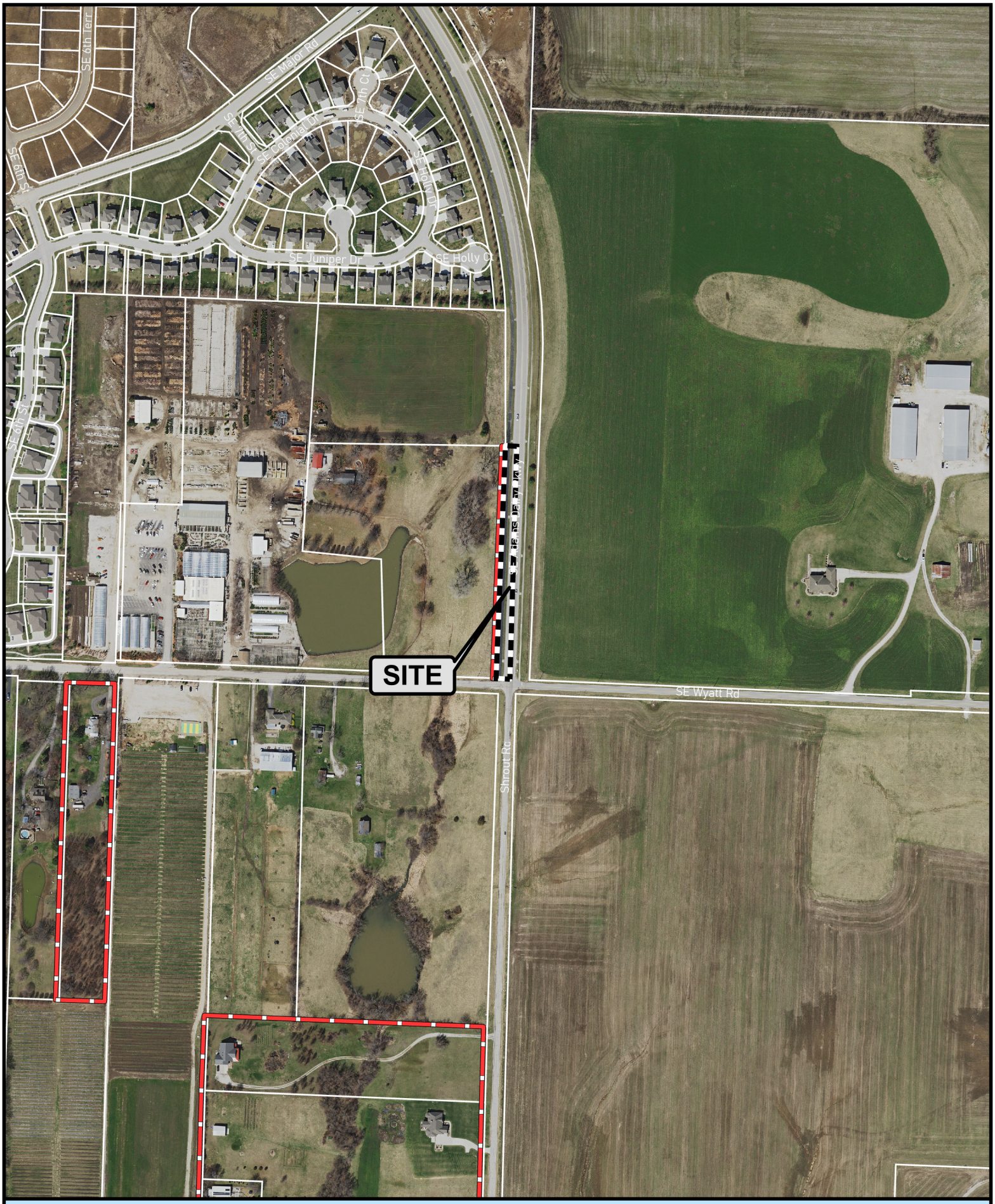
CITY OF BLUE SPRINGS, MISSOURI

CITY COUNCIL
May 6, 2024

EXHIBITS FOR PUBLIC HEARING

ADAMS DAIRY PARKWAY AND WYATT ROAD RIGHT-OF-WAY ANNEXATION (ANNX-03-24-9076)

EXHIBIT #1 City Council Information Form dated April 15, 2024 with the following attachments: Site Location Maps; Petition of Voluntary Annexation with attachments; Affidavit of Publication in The Examiner on April 13, 2024; 185 ft. Notification Map; Names/addresses of property owners within 185 ft. of site; Copy of letter sent to said property owners and Bill approving Annexation

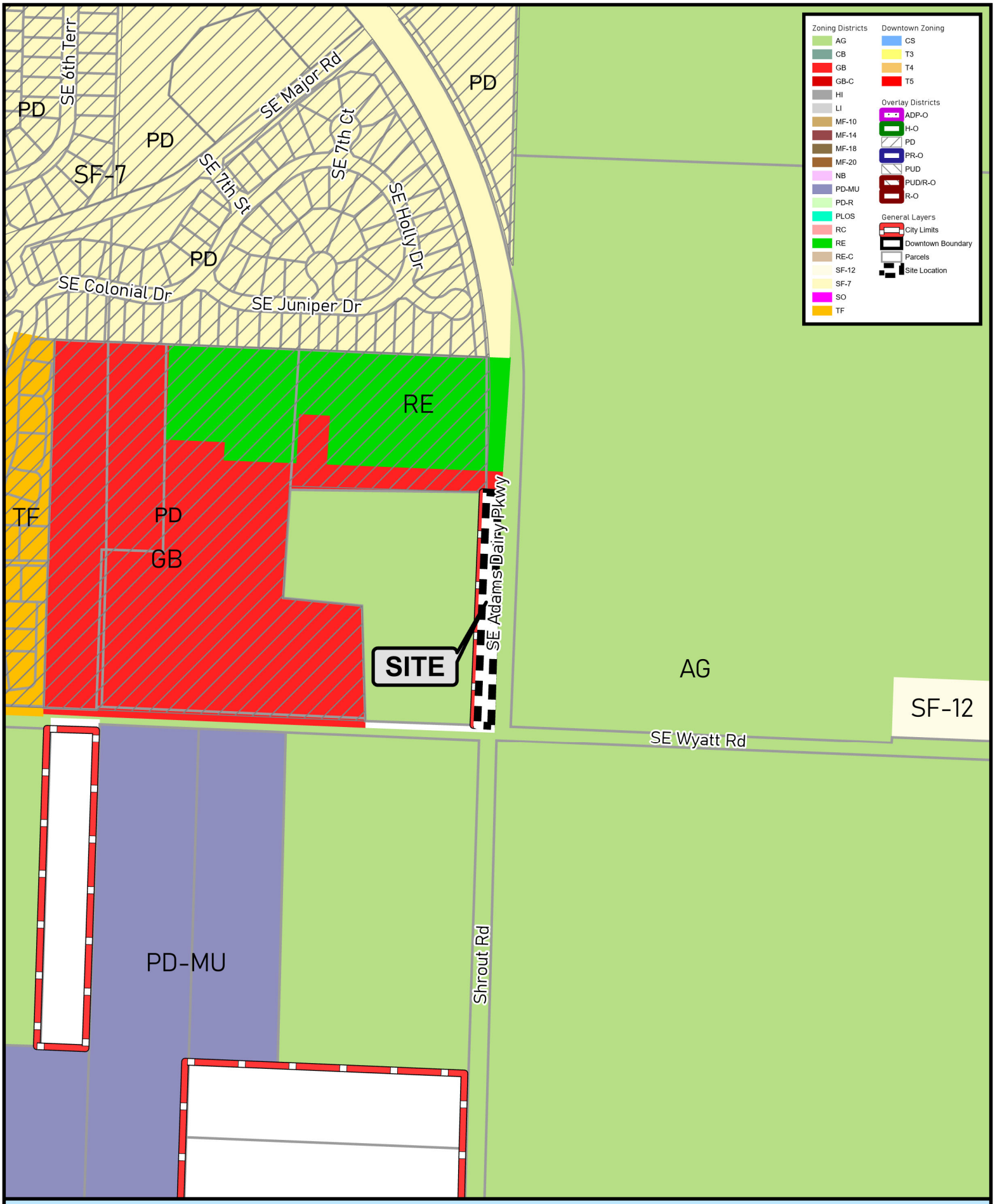


The City of Blue Springs Missouri

ANNX-03-24-9076
ADAMS DAIRY PARKWAY RIGHT-OF-WAY
AERIAL LOCATION MAP

N

1 inch = 400 feet
Date: 3/22/2024



The City of Blue Springs Missouri

ANNX-03-24-9076
ADAMS DAIRY PARKWAY RIGHT-OF-WAY
SITE LOCATION MAP

N

1 inch = 400 feet

Date: 3/22/2024

The City of Blue Springs Missouri

Planning Application

903 W Main Street, Blue Springs, MO | 816-228-0207
developmentsubmittals@bluespringsgov.com

OFFICE USE ONLY – *Updated 10-13-2020*	
CASE #:	ANNX-03-24-9076
PC MEETING:	N/A
CC MEETING:	5-6-2024
BOA MEETING:	N/A
NEWSPAPER:	4-6-2024
NOTICE LETTERS:	4-5-2024
PLANNER:	Mike Mallon

PETITION OF VOLUNTARY ANNEXATION TO THE CITY OF BLUE SPRINGS, MISSOURI

I, on behalf of the undersigned The City of Blue Springs, Missouri, hereinafter referred to as the Petitioner, for our petition to the City Council of the City of Blue Springs, Missouri, state and allege as follows:

1. That the City of Blue Springs, Missouri is the owner of record of the real estate in Jackson County, Missouri, Adams Dairy Parkway Right-of-Way, which legal description is attached hereto and incorporated herein as Exhibit A.

2. That Petitioner agrees that the City may post one or more Public Hearing signs, provided by the City.

3. That Petitioner acknowledges the City will send notification to property owners within 185 ft. of the property. The City will also legally publish notice of the hearing.

4. That the said real estate is not now a part of any incorporated municipality.

5. That the said real estate is contiguous to the existing corporate limits of the City of Blue Springs, Missouri.

6. That there are contiguous holdings in which Petitioner has ownership interest which have already been annexed into the corporate limits of the City of Blue Springs.

7. That Petitioner requests that the said real estate be annexed to, and be included within the corporate limits of the City of Blue Springs, Missouri, as authorized by the provisions of Section 71.012 RSMo 1986.

RECEIVED
MAR 13 2024

Received
03/13/2024 9:29:43 AM

Dated this 12th day of March, 2024.

/s/ Christine Cates — Christine Cates, City Administrator

Authorized Agent of Property Owner — Please print name

903 W. Main Street — Blue Springs, MO 64015

Address — City/State/Zip

816-228-0140 — ccates@bluespringsgove.com

Phone No. — E-Mail

ACKNOWLEDGEMENT AND VERIFICATION

STATE OF Missouri)
) SS
COUNTY OF Jackson)

On this 12 day of March, 2024, before me personally appeared Christine Cates, City Administrator of the City of Blue Springs, being of lawful age and after being duly sworn, to me known to be the person who executed the within Petition of Voluntary Annexation to the City of Blue Springs, Missouri in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS AND TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Blue Springs, the day and year first above written.

/s/ Christine O'Dwyer
Notary Public
My Official Term Expires:
06-20-2027

(Seal)

CHRISTINE O'DWYER
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 23182162
My Commission Expires 06-20-2027

RECEIVED
MAR 13 2024
Blue Springs
Business Services

Received
03/13/2024 9:29:48 AM

EXHIBIT "A"
(Page 1 of 2)

File No. 018-33690
Wyatt & Adams Dairy Parkway
October 31, 2023
V_EXH3_183369

Property Description

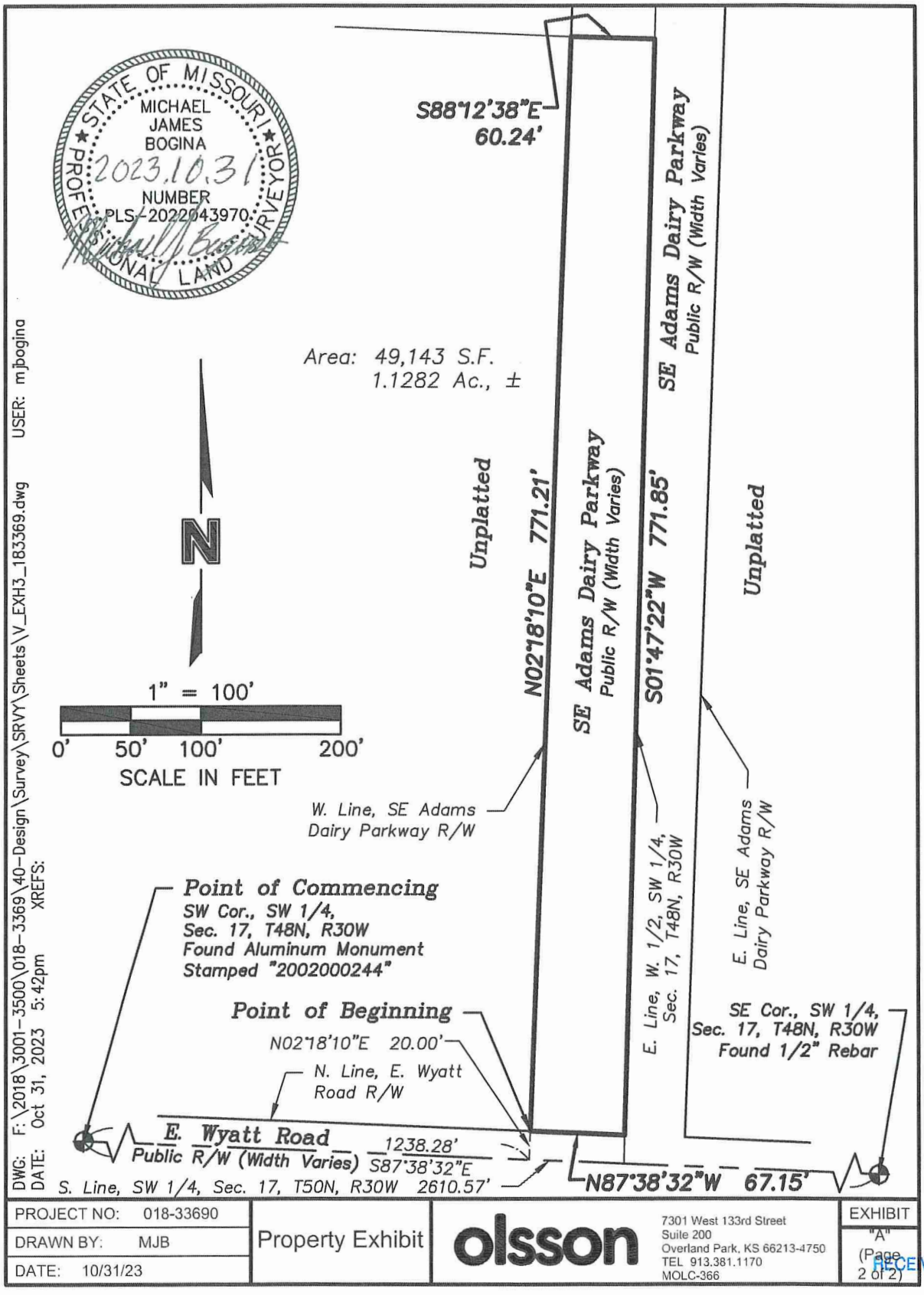
All that part of existing SE Adams Dairy Parkway right of way, as now established, lying in the Southwest Quarter of Section 17, Township 48 North, Range 30 West, in Jackson County, Missouri, described by Michael J. Bogina, Missouri PLS-2022043970, of Olsson, MOLC-366, on October 31, 2023, as follows:

COMMENCING at the Southwest corner of the Southwest Quarter of Section 17, Township 48 North, Range 30 West; thence South 87 degrees 38 minutes 32 seconds East, on the South line of said Southwest Quarter, a distance of 1238.28 feet to a point on the Southerly extension of the west line of SE Adams Parkway right of way, as now established; thence North 02 degrees 18 minutes 10 minutes East, departing said South line, on said Southerly extension, a distance of 20.00 feet to a point on the North line of E. Wyatt Road right of way, as now established, the POINT OF BEGINNING; thence North 02 degrees 18 minutes 10 seconds East, departing said North line, on said West line, a distance of 771.21 feet to a point; thence South 88 degrees 12 minutes 38 seconds East, departing said West line, a distance of 60.24 feet to a point on the East line of the West Half of said Southwest Quarter; thence South 01 degree 47 minutes 22 seconds West, on said East line, a distance of 771.85 feet to a point on the Easterly extension of said North line; thence North 87 degrees 38 minutes 32 seconds West, departing said East line, on said Easterly extension, a distance of 67.15 feet to the POINT OF BEGINNING, containing 49,143 Square Feet or 1.1282 Acres, more or less.



RECEIVED
MAR 13 2024
Blue Springs
Business Services

Received
03/13/2024 9:29:48 AM



PROJECT NO: 018-33690	Property Exhibit	olsson	7301 West 133rd Street Suite 200 Overland Park, KS 66213-4750 TEL 913.381.1170 MOLC-366	EXHIBIT "A" (Page 2 of 2)
DRAWN BY: MJB				
DATE: 10/31/23				

RECEIVED
MAR 13 2024
Blue Springs
Business Services
Received
03/13/2024 9:29:48 AM

THE EXAMINER

Notice ID: fZw9kF4WRhLZQCunbU91
ADP ROW

AFFIDAVIT OF PUBLICATION: #2167290

STATE OF MISSOURI, COUNTY OF JACKSON, SS:

Shalon Hartle

I, Shalon Hartle, 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:

Apr. 13, 2024

Shalon Hartle
Authorized Agent

Leanne Kaufenberg
Notary, State of MN, County of Redwood
Commission expires January 31, 2025

Printer's Fee: $158.47

LEANNE JOY KAUFENBERG
Notary Public
State of Minnesota
My Commission Expires
January 31, 2025

PUBLIC NOTICE

ANNEXATION
ANNX-3-24-9076
"Adams Dairy Parkway Annexation"
Adams Dairy Parkway Right-of-Way north of Wyatt Road

Notice is hereby given that a public hearing will be held by the City Council of the City of Blue Springs on **Monday, May 6, 2024**, at 6:00 p.m. in the Howard L. Brown Public Safety Building located at 1100 SW Smith Street, Blue Springs, MO.

The purpose of this meeting is to hear interested parties and citizens on a request by The City of Blue Springs, Missouri, to annex approximately 1.13 +/-acres of property that consists of the right-of-way for Adams Dairy Parkway north of Wyatt Road into the corporate boundary of the City of Blue Springs. The property is City-owned and developed with Adams Dairy Parkway. Interested parties may view the application materials on file by submitting a request via email to ComDevLegal@bluespringsgov.com or calling (816) 228-0207 for more information. The site is legally described as follows:

All that part of existing SE Adams Dairy Parkway right of way, as now established, lying in the Southwest Quarter of Section 17, Township 48 North, Range 30 West, in Jackson County, Missouri, described by Michael J. Bogina, Missouri PLS-2022043970, of Olsson, MOLC-366, on October 31, 2023, as follows:

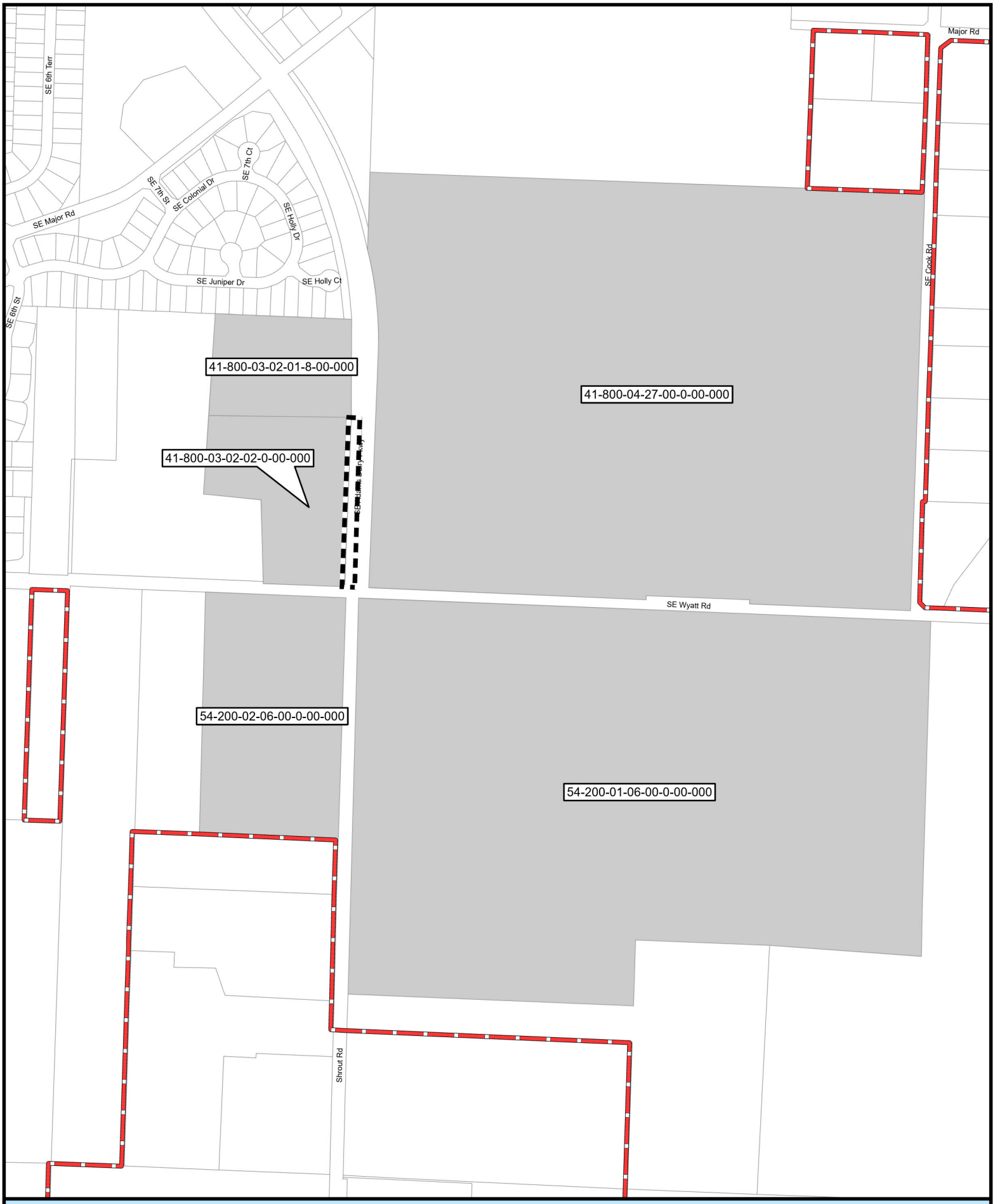
COMMENCING at the Southwest corner of the Southwest Quarter of Section 17, Township 48 North, Range 30 West; thence South 87 degrees 38 minutes 32 seconds East, on the South line of said Southwest Quarter, a distance of 1238.28 feet to a point on the Southerly extension of the west line of SE Adams Parkway right of way, as now established; thence North 02 degrees 18 minutes 10 minutes East, departing said South line, on said Southerly extension, a distance of 20.00 feet to a point on the North line of E. Wyatt Road right of way, as now established, the POINT OF BEGINNING; thence North 02 degrees 18 minutes 10 sec-

onds East, departing said North line, on said West line, a distance of 771.21 feet to a point; thence South 88 degrees 12 minutes 38 seconds East, departing said West line, a distance of 60.24 feet to a point on the East line of the West Half of said Southwest Quarter; thence South 01 degree 47 minutes 22 seconds West, on said East line, a distance of 771.85 feet to a point on the Easterly extension of said North line; thence North 87 degrees 38 minutes 32 seconds West, departing said East line, on said Easterly extension, a distance of 67.15 feet to the POINT OF BEGINNING, containing
49,143 Square Feet or 1.1282 Acres, more or less.

CITY OF BLUE SPRINGS
City Council

Published in the Examiner, Apr 13, 2024

2167290



The City of Blue Springs Missouri

ANNX-03-24-9076
ADAMS DAIRY PARKWAY RIGHT -OF-WAY
185' NOTIFICATION MAP

N

1 inch = 550 feet

Date: 3/25/2024

Parcel ID	Situs Address	Situs City	Situs State	Situs ZipCode	Owner	Owner Address
54-200-01-06-00-0-00-000	27801 SE WYATT RD	BLUE SPRINGS	MO	64014	CHAPMAN LLOYD A & PATRICIA J - TRUSTEES	28000 SE WYATT RD BLUE SPRINGS, MO 64014
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
41-800-03-02-01-8-00-000	NO ADDRESS ASSIGNED BY CITY	BLUE SPRINGS	MO	64014	COLONIAL GARDENS DEVELOPMENT LLC	5609 N BLUE VALLEY RD INDEPENDENCE, MO 64014
54-200-02-06-00-0-00-000	27711 E WYATT RD	BLUE SPRINGS	MO	64014	HAWES JAMES T	27711 E WYATT RD 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

Blue Springs, Missouri
Community Development

April 15, 2024

Ref: Public Hearing: Annexation | ANNX-3-24-9076
"ADP and Wyatt ROW Annexation"
Adams Dairy Parkway Right-of-Way north of Wyatt Road

Dear Property Owner:

A public hearing will be held by the City Council of the City of Blue Springs on **Monday, May 6, 2024** at 6:00 p.m. in the Howard L. Brown Public Safety Building located at 1100 SW Smith Street, Blue Springs, MO to receive comments from interested parties and citizens relative to a request by the property owners, Claudia and Rodney Baker, to annex approximately 1.13 +/-acres of City-owned property that entirely consists of Adams Dairy Parkway Right-of-Way north of Wyatt Road into the corporate boundary of the City of Blue Springs. The property is currently developed with the Adams Dairy Parkway roadway.

You are receiving this notice because County records indicate you own property within 185 feet of the boundary of the site in question. A general site location map is enclosed for your information. Interested parties may view the application materials on file by submitting a request via e-mail to ComDevLegal@bluespringsgov.com or calling (816) 228-0207 for more information.

Questions concerning this matter may be directed to the Community Development Department at 816-228-0207.

Sincerely,

CITY OF BLUE SPRINGS
COMMUNITY DEVELOPMENT

Mike Mallon
Sr. Director City Development
Enc.

Introduced by Councilmember Culpepper BILL NO. 5208
(ANNX-03-24-9076)

ORDINANCE NO. _____

AN ORDINANCE ANNEXING 1.13 +/- ACRES OF PROPERTY CONSISTING ENTIRELY OF ADAMS DAIRY PARKWAY RIGHT-OF-WAY NORTH OF WYATT ROAD TO THE CITY OF BLUE SPRINGS, MISSOURI

WHEREAS, pursuant to the Revised Statutes of Missouri and Ordinances of the City of Blue Springs, Missouri, a Voluntary Annexation Petition requesting annexation for the Adams Dairy Parkway Right-of Way (ROW) north of Wyatt Road Annexation was filed with the City of Blue Springs by the City of Blue Springs, the owners of all fee interests of record, in the lot of real estate described hereafter; and

WHEREAS, said real estate described herein is adjacent and contiguous to the present corporate limits of the City of Blue Springs, Missouri; and

WHEREAS, on May 6, 2024, a public hearing concerning the matter was held before the City Council of the City of Blue Springs, timely and proper notice of said hearing having been duly published; and

WHEREAS, the City Council of the City of Blue Springs has determined that the general criterion for annexation exists as mentioned in the Revised Statutes of Missouri and finds that said annexation is reasonable and necessary to the proper development of the City and that the City is able to furnish normal municipal services to said area within a reasonable time after annexation.

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

Section 1. That, pursuant to Section 71.012, RSMo, the described lot of land of real estate, described below, is hereby annexed into the City of Blue Springs, Missouri, to wit.

All that part of existing SE Adams Dairy Parkway right of way, as now established, lying in the Southwest Quarter of Section 17, Township 48 North, Range 30 West, in Jackson County, Missouri, described by Michael J. Bogina, Missouri PLS-2022043970, of Olsson, MOLC-366, on October 31, 2023, as follows:

COMMENCING at the Southwest corner of the Southwest Quarter of Section 17, Township 48 North, Range 30 West; thence South 87 degrees 38 minutes 32 seconds East, on the South line of said Southwest Quarter, a distance of 1238.28 feet to a point on the Southerly extension of the west line of SE Adams Parkway right of way, as now established; thence North 02 degrees 18 minutes 10 minutes East, departing said South line, on said Southerly extension, a distance of 20.00 feet to a point on the North line of E. Wyatt Road right of way, as now established, the POINT OF BEGINNING; thence North 02 degrees 18 minutes 10 seconds East, departing said North line, on said West line, a distance of 771.21 feet to a point; thence South 88 degrees 12 minutes 38 seconds East, departing said West line, a distance of 60.24 feet to a point on the East line of the West Half of said Southwest Quarter; thence South 01 degree 47 minutes 22 seconds West, on said East line, a distance of 771.85 feet to a point on

the Easterly extension of said North line; thence North 87 degrees 38 minutes 32 seconds West, departing said East line, on said Easterly extension, a distance of 67.15 feet to the POINT OF BEGINNING, containing 49,143 Square Feet or 1.1282 Acres, more or less.

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

Section 3. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor of Blue Springs.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 20th day of May, 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: May 6, 2024
2nd Reading: _____

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: May 15, 2024

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

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

ISSUE/REQUEST

Passage of a Bill calling a Special Election for the issuance of $40,000,000 in general obligation bonds by the City of Blue Springs.

BACKGROUND/JUSTIFICATION

The property tax levy for debt service is $.15 per $100 of assessed valuation. The debt service levy is used for debt service payments on the City's General Obligation bonds. Annually, the debt service levy generates approximately $ 1.7 million. This is an increase of $600,000 or 54% over the amount generated in 2008 of approximately $1.1 million.

In 2008, the voters approved a No Tax Increase Bond issue that authorized the issuance of $28 million in bonds. The bonds were issued in 2009(A&B) and 2012 for a total of $22.69 million. The funds from these bonds were used to complete Woods Chapel Improvements and the diverging diamond interchange, the Moreland School Road extension to Liggett Road, and the Colbern Road and 7 Highway.

The debt service property tax levy will start to decrease within the next two years if another bond issue is not approved by the voters. The City's financial advisor, Baker Tilly has prepared estimates for a new 20-year bond issue and the proceeds are estimated to be:

1. A bond issue using the $.15 property tax levy for debt and the 3% marijuana sales tax would generate an estimated $27.5 - $29 million in proceeds for projects.
2. A bond issue based only on the property tax levy would generate $18.7 - $21.5 million in proceeds for projects.

At the April 29, 2024, City Council Work Session, the Council directed staff to prepare documents and ballot language for the August 6, 2024, election and to bring back a final list of projects for discussion and inclusion in the ballot language.

At the May 14, 2024 Special Meeting the Council discussed which projects will be included in an Ordinance calling for a Special Election. Council selected the following projects from the Unfunded List in the Capital Improvements Program (CIP) as well as three new projects:

(a) Neighborhood Street Preservation Program
(b) Improvements to Mock from 7 Highway to Sunnyside
(c) Improve Adams Dairy Parkway at Duncan Road
(d) Downtown Master Plan Capital Improvements
(e) Widen and improve Walnut Street from Woods Chapel Road to 15th Street
(f) Adams Dairy Parkway street light improvements

(g) Construct SW 12th Street from SW Southcrest Drive to Wyatt Road (h) Improve the intersection of Woods Chapel Road and US 40 Highway

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
October 1, 2024	September 30, 2044

STAFF RECOMMENDATION

N/A

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	City Council
Date:	April 29, 2024
Action:	Motion to Direct Staff to Prepare for an August 6, 2024 Special Election.
Name of Board or Commission:	City Council
Date:	May 14, 2024
Action:	Motion to direct staff to approve 40 million dollars in bonds and projects

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill with Notice of Election as Attachment 1.

REVIEWED BY:

Requesting Director: ***Christine Cates***	Budget: ***N/A***
Legal: ***Gilmore & Bell***	City Administrator: ***Christine Cates***

Introduced by Councilmember _____ BILL NO. 5216

ORDINANCE NO. _____

AN ORDINANCE CALLING A SPECIAL ELECTION FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS IN THE CITY OF BLUE SPRINGS, MISSOURI

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

Section 1. The City Council of the City of Blue Springs, Missouri (the "City"), finds it necessary and hereby declares its intent to borrow $40,000,000 for the purpose of acquiring rights of way, and designing, constructing, extending and improving the streets and roads of the City (the "Project"), and to evidence such borrowing by the issuance of general obligation bonds of the City (the "Bonds") in the amount of $40,000,000.

Section 2. A special election is hereby ordered to be held in the City of Blue Springs, Missouri, on August 6, 2024, on the following question:

QUESTION

Shall the City of Blue Springs, Missouri issue general obligation bonds in the amount of $40,000,000 for the purpose of acquiring rights of way, designing, constructing, extending and improving the streets and roads within the City, including but not limited to (a) implementing the City's Neighborhood Street Preservation Program, (b) improvements to Mock from 7 Highway to Sunnyside, (c) improvements to Adams Dairy Parkway at Duncan Road, (d) implementing the Downtown Master Plan Capital Improvements, (e) widening and improving Walnut Street from Woods Chapel Road to 15th Street, (f) making Adams Dairy Parkway street light improvements, (g) constructing SW 12th Street from SW Southcrest Drive to Wyatt Road, and (h) improving the intersection of Woods Chapel Road and US 40 Highway?

Section 3. The authorization of the Bonds will authorize the levy and collection of an annual tax in addition to the other taxes provided for by law on all taxable tangible property in the City of Blue Springs, Missouri, sufficient to pay the interest and principal of the Bonds as they fall due and to retire the same within twenty years from the date there of.

Section 4. The form of the Notice of Bond Election for said election, a copy of which is attached hereto and made a part hereof, is hereby approved.

Section 5. The City Clerk is hereby authorized and directed to notify the Jackson County Board of Election Commissioners, of the adoption of this Ordinance no later than 4:00 p.m. on May 28, 2024, and to include in said notification all of the terms and provisions required by the Comprehensive Election Act, Chapter 115 of the Revised Statutes of Missouri, as amended.

Section 6. The City expects to make expenditures on and after the date of adoption of this Ordinance in connection with the Project, and the City intends to reimburse itself for such expenditures with the proceeds of the Bonds. The maximum principal amount of the Bonds to be issued for the Project is $40,000,000.

Section 7. This Ordinance shall be in full force and effect from and after its passage and approval.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of the City of Blue Springs, Missouri, this 20th day of May, 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

CERTIFICATION OF SPECIAL ELECTION
MAY 20, 2024

Notice is hereby given to the qualified voters of the City of Blue Springs, Missouri that the City Council has called a special election to be held in the City on Tuesday, August 6, 2024, commencing at 6:00 A.M. and closing at 7:00 P.M., on the question contained in the following sample ballot:

NOTICE OF SPECIAL ELECTION
OFFICIAL BALLOT
CITY OF BLUE SPRINGS, MISSOURI
TUESDAY, AUGUST 6, 2024

QUESTION

Shall the City of Blue Springs, Missouri issue general obligation bonds in the amount of $40,000,000 for the purpose of acquiring rights of way, designing, constructing, extending and improving the streets and roads within the City, including but not limited to (a) implementing the City's Neighborhood Street Preservation Program, (b) improvements to Mock from 7 Highway to Sunnyside, (c) improvements to Adams Dairy Parkway at Duncan Road, (d) implementing the Downtown Master Plan Capital Improvements, (e) widening and improving Walnut Street from Woods Chapel Road to 15th Street, (f) making Adams Dairy Parkway street light improvements, (g) constructing SW 12th Street from SW Southcrest Drive to Wyatt Road, and (h) improving the intersection of Woods Chapel Road and US 40 Highway?

IN WITNESS WHEREOF the City Council has caused its name to be hereunto signed and the official seal affixed this 20th day of May, 2024.

_____
Erin Ford
City Clerk

_____
Jackson County Board of Election
Commissioners