CITY COUNCIL MEETING
June 3, 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 Blue Springs Police Department Chaplain Glen Nash 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 20, 2024 City Council meeting
   b. Resolution No. 40-2024 approving Disposition of Records
   c. Liquor License for Galaxy I Missouri located at 1017 NW Woods Chapel Road
   d. Approve Board and Commission Appointments

4. Public Hearing – Tommy's Express Car Wash – Rezoning and Planned Development Concept Plan (RZ-03-24-9093) and (PDC-03-24-9095)– **Continued from the May 20, 2024 City Council meeting and to be continued indefinitely.**

5. Public Hearing – Unified Development Code Amendment to expand the hours of operation for a Marijuana Dispensary (UDCT-05-24-9152)

6. Introduction and readings of Bill No. 5217 approving amendments to the Unified Development Code to expand the hours of operation for a Marijuana Dispensary (UDCT-05-24-9152).

7. Introduction and readings of Bill No. 5218 approving Annexation Agreements for 29607 R.D. Mize Road.

8. Second reading only of Bill No. 5213 approving an Annexation of 29607 R.D. Mize Road (ANNX-03-24-9089).

9. Introduction and readings of Bill No. 5219 authorizing a cooperative purchasing agreement with OMNIA Partners.

10. Introduction and readings of Bill No. 5220 authorizing a cooperative purchasing agreement with Sourcewell.

11. Visitors

12. Councilmember Comments

13. Mayoral Announcements

14. Adjourn

Miscellaneous Items

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
Juneteenth – **City Offices Closed** - Wednesday, June 19
Planning Commission Meeting – Monday, June 24, 6:30 PM
Public Safety Citizen Advisory Board Meeting – Tuesday, June 25, 6:00 PM
City Council Meeting – Monday, July 1, 6:00 PM

This Agenda was posted at City Hall and on the City's website on Thursday, May 30, 2024.

Erin Ford, City Clerk

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

FROM: Christine Cates
City Administrator

DATE: May 30, 2024

SUBJECT: Agenda Explanations

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

Item 3c – Liquor License Galaxy I MO
Approve a new liquor license for Galaxy I MO LLC dba Galaxy Liquor & Tobacco located at 1017 NW Woods Chapel Road, Blue Springs, MO 64015 to sell intoxicating liquors in the original package, for consumption off premises (weekdays only) and Sunday Sales. This space is currently occupied by House of Hooch Inc dba The Little General Store. Refer to Council Information Form from City Development Senior Director Mike Mallon for additional information.

Item 3d – 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 4 – Tommy's Express Car Wash Rezoning & Planned Development Concept Plan
The Applicant, Kevin Uhl, Frontier Investments, is requesting the Public Hearing for consideration to rezone (RZ-03-24-9093) from "GB" (General Business) to "PD – C" (Planned Development – Commercial) and for a Planned Development Concept Plan (PDC-03-24-9095) for Tommy's Express Car for property located at 509 NW 7 Highway be continued indefinity. The initial public hearing was continued from the May 20, 2024, City Council meeting without testimony. A motion to continue is in order.

Items 5 & 6 – Code Amendment relating to Marijuana Dispensary Hours
A public hearing is being held at the request of the City of Blue Springs for consideration of amendments to the Unified Development Code (UDC). Upon conclusion of the public hearing, a Bill approving the amendments to Section 405.050.A.34, Special Use Standards – Marijuana Dispensary, of the City of Blue Springs Unified Development Code to expand the hours of

operation for a Marijuana Dispensary will be ready for introduction and readings. (UDCT-05-24-9152) Refer to Council Information Form from City Development Senior Director Mike Mallon for additional information.

Items 7 & 8 – 29607 R.D. Mize Road Annexation Agreements and Annexation

Passage of a Bill approving Annexation Agreements with the fee simple owners, Judy D. Smith, Bruce M. Bellington Trust, and Bellington Larry D. Estate, of property located at 29607 R.D. Mize Road, and second reading of Bill No. 5213 approving the annexation of the real property described above (approximately 18.47 +/- acres) into the City limits (ANNX-03-24-9089). The public hearing and first reading of Bill No. 5213 annexing the property were on May 20, 2024. Refer to Council Information Form from City Development Senior Director Mike Mallon for additional information.

Items 9 & 10 – Purchasing Cooperative Agreements with OMNIA and Sourcewell

Passage of Bills authorizing the City of Blue Springs to enter into agreements with OMNIA Partners and Sourcewell for participation in their purchasing cooperative programs. Refer to Council Information Form from Finance Senior Director Karen Van Winkle for additional information.

CITY OF BLUE SPRINGS, MISSOURI
MINUTES OF COUNCIL MEETING
May 20, 2024

A meeting of the City Council of the City of Blue Springs, Missouri, was held on Monday, May 20, 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 - ABSENT
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.

INVOCATION AND PLEDGE

Invocation by Chris Abel, Senior Pastor at First United Methodist Church Blue Springs and Councilmember Culpepper led in the pledge of allegiance.

CALL MEETING TO ORDER AND CONFIRMATION OF QUORUM

Mayor Lievsay called the meeting to order at 6:01 p.m. The City Clerk confirmed a quorum of the Council was present.

CONSENT AGENDA

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

- Minutes of the May 6, 2024 City Council meeting and May 14, 2024 Special City Council meeting
- **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
- **Liquor License for 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
- **Resolution No. 34-2024** approving a contract in the amount of $692,233.14 with Quality Plumbing, Inc. for the Lake Village Boulevard Storm Project. Storm infrastructure improvement project is approved as a CIP COVID-19 ARPA for Storm Water Project Lake Village Boulevard
- **Resolution No. 35-2024** 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
- **Resolution No. 36-2024** 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
- **Resolution No. 37-2024** authorizing the Director of Public Works

DRAFT

to sign an application for State Revolving Funds for improvements to the Sni-A-Bar Wastewater Treatment Plant.

- **Resolution No. 38-2024** approving a purchase in the amount of $268,726 from Molle Chevrolet Inc. for five Chevrolet Tahoe patrol vehicles and rescinding Resolution 12-2022.
- **Resolution No. 39-2024** 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.
- Board and Commission Appointments
- Council Liaison Appointments

The Consent Agenda was approved with the following vote:

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

PUBLIC HEARING – ADAMS RIDGE REZONING (RZ-12-23-8998) AND PLANNED DEVELOPMENT CONCEPT PLAN (PDC-12-23-8999) – WITHDRAWN

Mayor Lievsay advised the Council the applicant, for the consideration to rezone property from Agriculture – County to 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.

PUBLIC HEARING – TOMMY'S EXPRESS CAR WASH – REZONING (RZ-03-24-9093) AND PLANNED DEVELOPMENT CONCEPT PLAN (PDC-03-24-9095) – MOTION TO CONTINUE

Mayor Lievsay advised the Council the applicant, Kevin Uhl, Frontier Investments, on behalf of the property owner, Philip Zou has requested a continuance of the public hearing to the June 3, 2024 Council Meeting. Councilmember Ericson moved to continue 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 to the June 3, 2024 Council meeting. Motion seconded by Councilmember Edmondson and carried unanimously.

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

Mayor Lievsay opened the Public Hearing to consider an Annexation (ANNX-03-24-9089) of property (approximately 18.47 acres) located at 29607 R.D. Mize Road into the City limits at 6:02 p.m. The minutes of the public hearing were recorded by a certified court reporter. City Clerk Erin Ford entered one exhibit into the record.

STAFF REPORT

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

The Mayor hearing no further comments for or against, closed the public hearing at 6:05 p.m.

INTRODUCTION AND 1ST

Councilmember Culpepper introduced Bill No. 5213 approving an

READING – BILL NO. 5213 – 29607 R.D. MIZE ROAD – ANNEXATION (ANNX-03-24-9089)

Annexation (ANNX-03-24-9089) of property (approximately 18.47 acres) located at 29607 R.D. Mize Road into the City limits. City Clerk Erin Ford made the first reading of Bill No. 5213 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5213 upon its first reading and proceed with the second reading at the June 3, 2024 City Council meeting. Motion seconded by Councilmember Edmondson and carried unanimously.

PUBLIC HEARING – FIKE FRDC GENERAL DEVELOPMENT PLAN (GDP-04-24-9098)

Mayor Lievsay opened the Public Hearing to consider 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) at 6:06 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

Senior Planner Adair Bright reviewed the details of the proposed General Development Plan and addressed questions from the Council.

APPLICANT

The Applicant Jermey Hull was present and addressed questions from Council.

IN SUPPORT OF

Citizen John Sheehy spoke in support of the General Development Plan.

The Mayor hearing no further comments for or against, closed the public hearing at 6:13 p.m.

INTRODUCTION AND 1ST READING – BILL NO. 5214 – FIKE FRDC GENERAL DEVELOPMENT PLAN (GDP-04-24-9098)

Councilmember Culpepper introduced Bill No. 5214 approving 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). City Clerk Erin Ford made the first reading of Bill No. 5214 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5214 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Edmondson and carried unanimously.

2ND READING – BILL NO. 5214

Ms. Ford made the second reading of Bill No. 5214 by title. Councilmember Edmondson moved to adopt Bill No. 5214 upon its second reading and give it **ORDINANCE NO. 5327,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Ericson and carried with the following vote:

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

INTRODUCTION AND 1ST READING – BILL NO. 5215 – FIKE FRDC FINAL PLAT (PF-04-24-9099)

Councilmember Culpepper introduced Bill No. 5215 approving a Final Plat for Fike FRDC (PF-04-24-9099). City Clerk Erin Ford made the first reading of Bill No. 5215 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5215 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Edmondson and carried unanimously.

2ND READING – BILL NO. 5215

Ms. Ford made the second reading of Bill No. 5215 by title. Councilmember Edmondson moved to adopt Bill No. 5215 upon its second reading and give it **ORDINANCE NO. 5328,** 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	Ericson – Aye
Culpepper – Aye	Kaylor – ABSENT
Fowler – Aye	Mayor Lievsay – Aye

2ND READING – BILL NO 5208 - ADAM'S DAIRY PARKWAY RIGHT-OF-WAY ANNEXATION (ANNX-03-24-9076)

Ms. Ford made the second reading of Bill No. 5208 approving the Annexation for Adam's Dairy Parkway Right-of-Way by title. The Public Hearing was held and the first reading of Bill No. 5169 was approved at the May 6, 2024 City Council meeting. Councilmember Edmondson moved to adopt Bill No. 5208 upon its second reading and give it **ORDINANCE NO. 5329,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Culpepper and carried with the following vote:

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

INTRODUCTION AND 1ST READING – BILL NO. 5216 – CALLING FOR SPECIAL ELECTION

Councilmember Culpepper introduced Bill No. 5216 calling a Special Election for the issuance of $40,000,000 in general obligation bonds by the City of Blue Springs. City Clerk Erin Ford made the first reading of Bill No. 5216 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5216 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Edmondson and carried unanimously.

2ND READING – BILL NO. 5216

Ms. Ford made the second reading of Bill No. 5216 by title. Councilmember Edmondson moved to adopt Bill No. 5216 upon its second reading and give it **ORDINANCE NO. 5330,** 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	Culpepper – Aye
Ericson – Aye	Kaylor – ABSENT
Edmondson – Aye	Mayor Lievsay – Aye

VISITORS

Resident Preston Smith suggested moving visitors to the beginning of the City Council meetings and spoke in opposition to the bond election item on the Agenda.

COUNCIL COMMENTS

Councilmember Edmondson: Blue Surf Bay had a successful soft opening.
Councilmember Fowler: voters should be educated about the bond election item and noted that previous bond projects were successfully completed.

Councilmember Culpepper: the Ordinance approved by Council for the bond election adds the item to the ballot allowing residents to decide by voting.

MAYORAL ANNOUNCEMENTS

- All three High School commencement ceremonies were held this week.
- Carson Ross Community Recreation Complex dedication is May 23, 2024 and opens to the public on May 24, 2024.
- A Proclamation was prepared in honor of National Public Works Week.
- Memorial Day will be celebrated on May 27, 2024 and a parade will be held in celebration of the holiday.
- Assistant to the City Administrator Sheryl Morgan was presented with a 15-year pin.

CLOSED SESSION

At 6:29 p.m., Councilmember Ericson moved for the Council go into closed session pursuant to Section 610.021(2) Revised Statutes of Missouri, for the purpose of privileged communications between a governmental body or its representative and legal counsel relating to Real Estate 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 Edmondson and carried with the following votes:

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

CITY OF BLUE SPRINGS

ATTEST

_____
Chris Lievsay, Mayor

_____
Erin Ford, City Clerk

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: May 15, 2024

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

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

ISSUE/REQUEST

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

BACKGROUND/JUSTIFICATION

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

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
Immediately	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 disposition list attached as Exhibit A

REVIEWED BY:

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

Resolution No. 40-2024

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

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

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

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

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

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

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

Section 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 3rd day of June 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

Exhibit A

The City of Blue Springs Missouri

DISPOSITION LIST

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

BOX NO. / Item	Date of Record(s)	Contents	Destruction Date
N/A		All data, media, and content captured through third-party	Ongoing per policy
		cameras, excluding records that have been retained	
		for official investigative or other legal purpose.	

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

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: May 28, 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 Galaxy I MO LLC dba Galaxy Liquor & Tobacco located at 1017 NW Woods Chapel Road, Blue Springs, MO 64015 to sell intoxicating liquors in the original package, for consumption off premises (weekdays only) and Sunday Sales. This space is currently occupied by House of Hooch Inc dba The Little General Store.

BACKGROUND/JUSTIFICATION

The Managing Agent for The Galaxy I MO LLC dba Galaxy Liquor & Tobacco is Divya Patel located at 657 S Lake Drive, Marshall, MO 65340.

FINANCIAL IMPACT

Contractor:	Galaxy I MO LLC dba Galaxy Liquor & Tobacco
Amount of Request/ Contract:	N/A
Amount Budgeted:	N/A
Budget Year:	FY 2024-2025
Funding Source/Account #:	N/A
Account Balance:	N/A
Additional Funds Needed:	N/A
Funding Source/Account #:	N/A
Revenue to be Received:	$450.00
Revenue Account No.	100-00000-410200

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
June 4, 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: ***N/A***
Legal: ***N/A***	City Administrator: ***Christine Cates***

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: May 30, 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:

Board of Adjustment:
New Appointment: Doug Stacer

Development Advisory Commission:
New Appointment: Travis Hagewood, Vice Chair
Travis Hagewood (term expiring 2025)

Downtown Review Board:
New Appointment: Jason Ellis, Vice Chair

Historic Preservation Commission:
New Appointment: Pam Albarelli, Chair
Jennifer Rischel Smith, Planning Comm Liaison
Reappoint: Chris Birkenmaier

Land Bank:
Reappointment: Tracy White-Baldridge

Public Art Commission:
New Appointment: Tony Begulia

Public Safety Citizens' Advisory Board:
New Appointment: Carmen Booker, Chair
Michael Kruger
Reappointment: Matt Calhoun

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
June 3, 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:

CITY OF BLUE SPRINGS, MISSOURI

CITY COUNCIL
June 3, 2024

EXHIBITS FOR PUBLIC HEARING

UNIFIED DEVELOPMENT CODE AMENDMENT FOR HOURS OF OPERATION FOR A MARIJUANA DISPENSARY (UDCT-05-24-9152)

EXHIBIT #1 City Council Information Form dated May 17, 2024 with the following attachments: Notice of June 3, 2024 Public Hearing and Bill amending Unified Development Code

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: May 17, 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 City of Blue Springs for consideration of amendments to the Unified Development Code (UDC). Upon conclusion of the public hearing, a Bill approving the amendments to Section 405.050.A.34, Special Use Standards – Marijuana Dispensary, of the City of Blue Springs Unified Development Code to expand the hours of operation for a Marijuana Dispensary will be ready for introduction and readings. (UDCT-05-24-9152)

BACKGROUND/JUSTIFICATION

The current UDC restricts the hours of operation of marijuana dispensaries in the City as open to customers only between the hours of 8:00 a.m. and 8:00 p.m. At the City Council meeting on May 6, 2024, a Public Hearing for a Conditional Use Permit application was heard by the City Council. The Applicant requested to expand the hours of operation for one of two marijuana dispensaries in the City from 8:00 p.m. to 10:00 p.m.

The Conditional Use Permit requested by the Applicant was denied, with two residents speaking in support of and no residents in opposition. In order to be fair and equitable to both marijuana dispensaries, staff is proposing a UDC Text Amendment to amend the hours as open to the public between the hours of 8:00 a.m. and 10:00 p.m., which would apply to all marijuana dispensaries in the City.

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
June 5, 2024	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	City Council
Date:	5/6/2024
Action:	CUP Request: Motion to amend hours of operation for KC Cannabis to allow the lobby to be open until 10:00 p.m. **Failed: 1-Aye, 5 – No**
Name of Board or Commission:	Planning Commission
Date:	4/22/24

Action:	Recommended Approval by a vote 4-3

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Notice of June 3, 2024 Public Hearing
2. Bill amending Unified Development Code

REVIEWED BY:

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

PUBLIC NOTICE

Unified Development Code Text Amendment
UDCT-05-24-9152

An Ordinance amending Section 405.050.A.34, Special Use Standards – Marijuana Dispensary, of the Unified Development Code, of the Code of Ordinances of the City of Blue Springs to amend the hours of operation for marijuana dispensaries.

Notice is hereby given that a public hearing will be held by the City Council of the City of Blue Springs on **Monday, June 3, 2024, at 6:00 p.m.** in the Council Chambers of the Howard L. Brown Public Safety Facility at 1100 SW Smith Street for the purpose of hearing interested parties and citizens on the request by the City of Blue Springs to amend the Section of the Unified Development Code noted above. 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.

CITY OF BLUE SPRINGS
City Council

PUBLISH: Saturday, May 18, 2024
E-MAIL TO THE EXAMINER: legals@examiner.net
05/15/24

Introduced by Councilmember _____ BILL NO. 5217

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 405.050.A.34.e, SPECIAL USE STANDARDS – MARIJUANA DISPENSARY, OF THE CODE OF ORDINANCES, CITY OF BLUE SPRINGS, MISSOURI, TO AMEND THE HOURS OF OPERATION FOR A MARIJUANA DISPENSARY TO BE OPEN TO THE PUBLIC FROM 8:00 AM TO 10:00 PM

WHEREAS, the City of Blue Springs adopted a Unified Development Code (UDC) in 1996 by passage of Ordinance No. 2738 on November 18, 1996, and readopted an amended Unified Development Code on August 3, 2015, by passage of Ordinance No. 4558; which has been further amended for maintenance purposes, as well as to respond to changing development patterns and keep up to date with current trends; and

WHEREAS, the Council passed UDC amendments through Ordinance No. 4826 on May 20, 2019; Ordinance No. 4829 on June 3, 2019; and Ordinance No. 4839 on July 1, 2019 to adopt the initial regulation for the zoning, land use, and development standards related to medical marijuana uses and facilities; and

WHEREAS, the Council passed UDC amendments through Ordinance No. 5192 on March 6, 2023, to adopt regulations for recreational marijuana; and

WHEREAS, the proposed UDC amendments are intended to create a fair and equitable business environment for all marijuana dispensaries in the City; and

WHEREAS, after due notice, a Public Hearing was held before City Council at the June 3, 2024 meeting.

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

NOTE: LANGUAGE TO BE ADDED IS <u>UNDERLINED</u>. LANGUAGE TO BE DELETED IS SHOWN AS ~~STRICKEN~~. Sections and Subsections not set out herein are not amended or changed.

Section 1. That Section 405.050.A.34.e, Special Use Standards – Marijuana Dispensary, of the Code of Ordinances, City of Blue Springs, Missouri, is hereby amended to read as follows:

e. Hours Of Operation. All marijuana businesses shall be closed to the public, no persons not employed by the business shall be on the premises, and no sales or distribution of marijuana shall occur upon the premises or by delivery from the premises between the hours of ~~8~~<u>10</u>:00 P.M. and 8:00 A.M.

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 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 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
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

Passage of a Bill approving Annexation Agreements with the fee simple owners, Judy D. Smith, Bruce M. Bellington Trust, and Bellington Larry D. Estate, of property located at 29607 R.D. Mize Road, and second reading of Bill No. 5213 approving the annexation of the real property described above (approximately 18.47 +/- acres) into the City limits (ANNX-03-24-9089). The public hearing and first reading of Bill No. 5213 annexing the property were on May 20, 2024.

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. The public hearing and first reading of the Bill annexing the property was on the May 20, 2024 City Council meeting.

The City and owners of the land, Judy D. Smith, Bruce M. Bellington Trust, and Bellington Larry D. Estate, desire to enter into an Annexation Agreement for the property located at 29607 R.D. Mize Road.

The property owner of the unincorporated land is desiring to annex the subject property into the City limits. The property contains approximately 18.47 +/- acres and is undeveloped.

This is also the second reading of Bill No. 5213 for the proposed annexation. The City Council unanimously approved the first reading on May 20, 2024.

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) and Annexation Agreement.

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 20, 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 with attachments, Affidavit of Publication in The Examiner on April 27, 2024.

2. Bill with Annexation Agreement attached as Exhibit A and legal description as Exhibit B.

3. Bill 5213 approving Annexation.

REVIEWED BY:

Requesting Director: ***Mike Mallon***	Budget: ***N/A***
Legal: ***John Mullane***	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.

EE
Exhibit 1
CITY COUNCIL
29607 R.D. MIZE ROAD ANNEXATION
(ANNX-03-24-9089)
05/20/2024

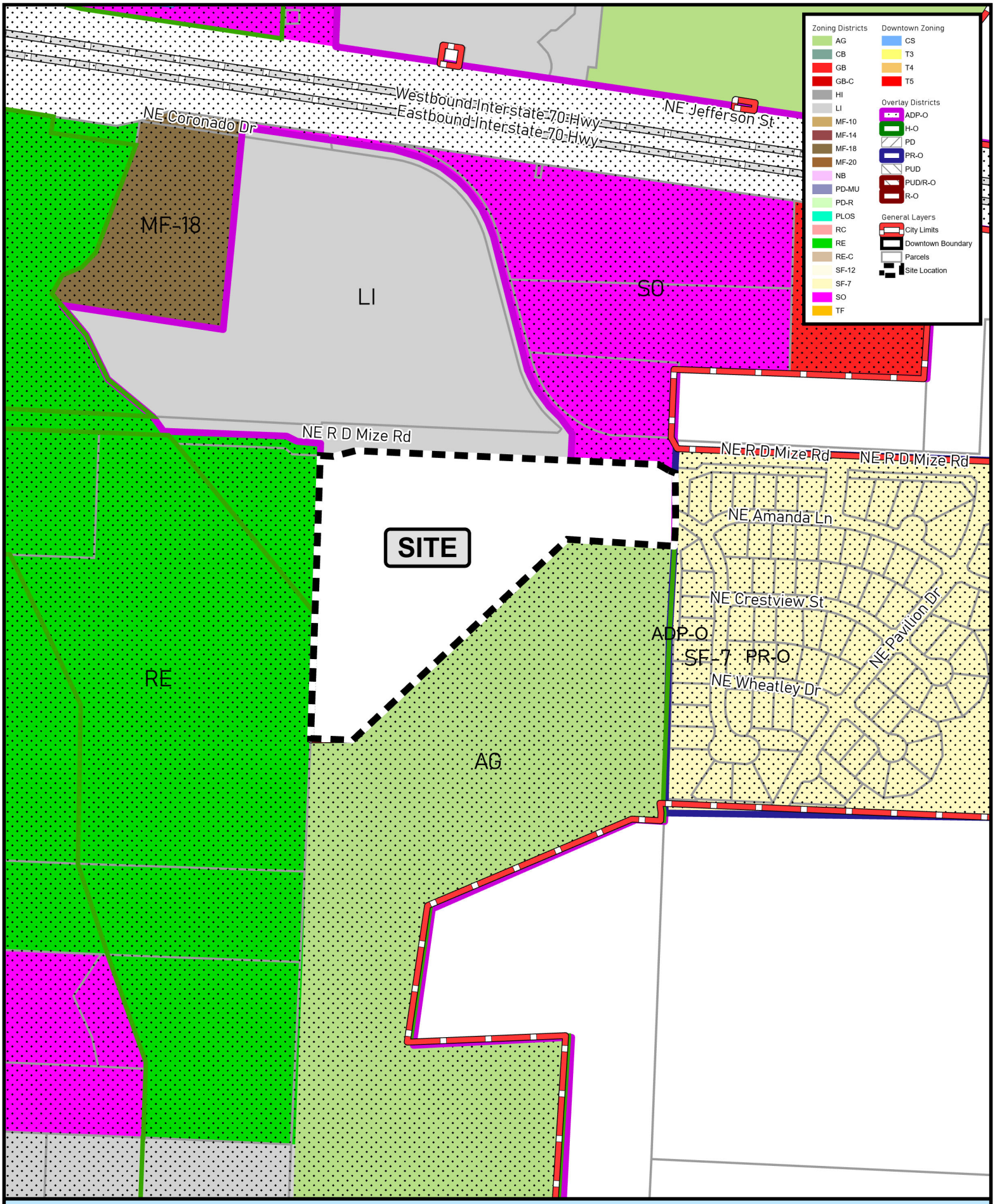


The City of Blue Springs Missouri

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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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

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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*	
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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

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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
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   - ☐ 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 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
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

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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.

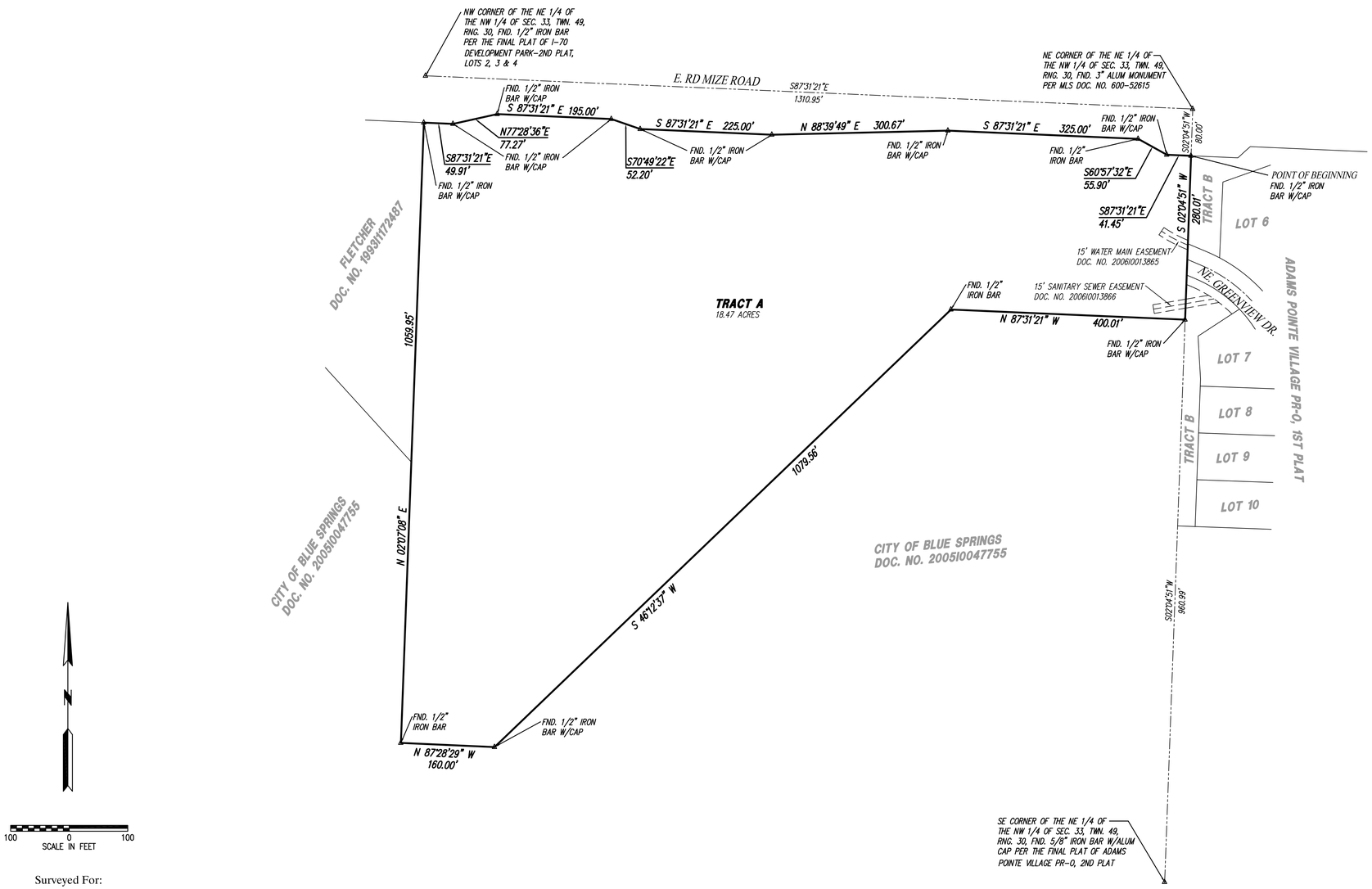
/s/ _____
Notary Public
My Official Term Expires:

(Seal)

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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.

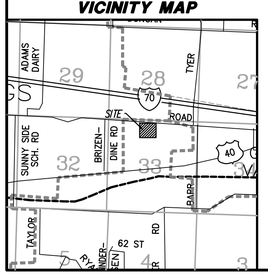
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100 0 100
SCALE IN FEET

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:

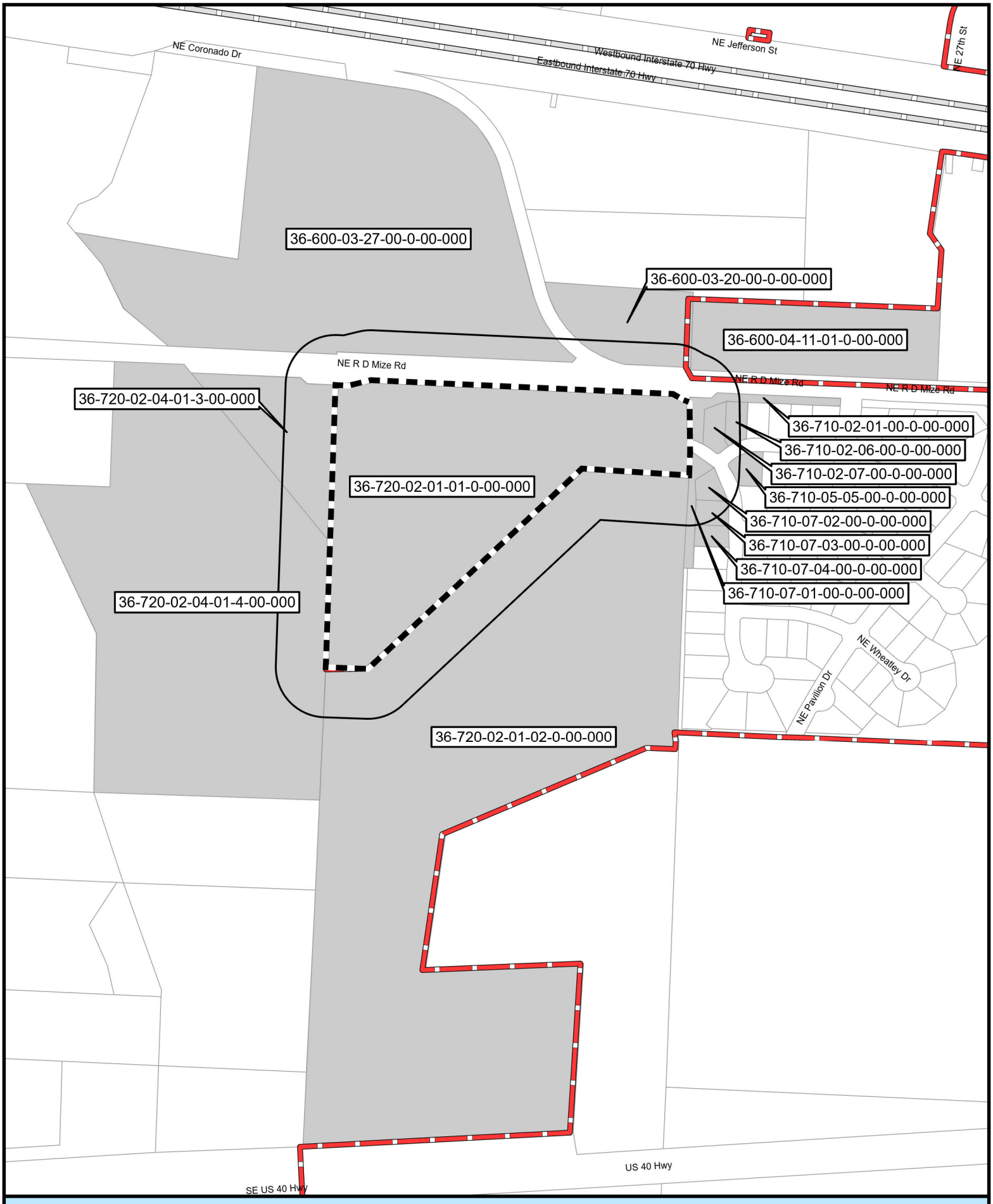
All that part of the Northeast One-Quarter of the Northwest One-Quarter of Section 33, Township 49 North, Range 30 West, Jackson County, Missouri, being more particularly described as follows:

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. 5218
(ANNX-03-24-9089)

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING EXECUTION OF THREE ANNEXATION AGREEMENTS BETWEEN THE CITY OF BLUE SPRINGS, MISSOURI AND JUDY D. SMITH, BRUCE M. BELLINGTON TRUST, AND BELLINGTON LARRY D. ESTATE, OWNERS, OF PROPERTY LOCATED AT 29607 R.D. MIZE ROAD, BLUE SPRINGS, MISSOURI

WHEREAS, the owners in fee simple, Judy D. Smith, Bruce M. Bellington Trust, and Bellington Larry D. Estate, of property located at 29607 R.D. Mize Road wish to annex approximately 18.47 +/- acres of land into the City limits (ANNX-03-24-9089); and

WHEREAS, the City and the Owners desire to enter into an Annexation Agreement for the property; and

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

Section 1. The City Administrator is authorized to enter into three Annexation Agreements with the fee simple owners Judy D. Smith, Bruce M. Bellington Trust, and Bellington Larry D. Estate of the property described below, said Agreements attached hereto as Exhibits A, B, and C, respectively and incorporated herein:

Legal Description:

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. City Staff is directed to perform all tasks necessary to implement said Annexation Agreements.

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.

Section 4. 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: _____

Exhibit A

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT, entered into this 14 day of March, 2024 by and between the City of Blue Springs, Missouri, a constitutional charter city and Municipal Corporation (the "City") and JUDY D SMITH REVOCABLE LIVING TRUST, a Resident [1] of the State of Tennessee [2] (the "Owner").

WHEREAS, the Owner owns in fee simple approximately 18.35 acres of real property generally located 29607 E R D MIZE RD, in unincorporated Jackson County; and

WHEREAS, the Owner has filed a petition for voluntary annexation of said property; and

WHEREAS, prior to annexing said property, the City and Owner desire to define their duties and responsibilities to ensure that in the event the City chooses, in its discretion, to annex said property, that the development of the property and the provision of city water and/or sewer services to said property is coordinated; and

WHEREAS, said property is currently zoned Vacant [3], AG Land [4], by Jackson County; and

WHEREAS, if said property is annexed, the property will retain its current county zoning classification in accordance with Section 89.191 of the Revised Missouri Statutes (2000) until such zoning is affirmatively changed by the City through its regular rezoning procedures; and

WHEREAS, the Owner desires for the City to extend its water and/or services and corporate boundaries and to annex said property; and

WHEREAS, the City, in the exercise of its police powers, desires to provide for the extension of water and/or sewer services and for the orderly development of said property in accordance with the City's ordinances, policies, practices and procedures if, in its discretion, it annexes said property,

WHEREAS, the City and the Owner acknowledge that City has the ability to furnish normal municipal services to the Property within a reasonable time after annexation, in accordance with the City's ordinances, policies and procedures; and

WHEREAS, the City is authorized to enter into such agreements as an exercise of its police powers and pursuant to the Missouri Constitution; the Blue Springs Charter; and Chapters 70, 91, and 250 of the Revised Statutes of Missouri (2000).

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

JUDY D SMITH REVOCABLE LIVING TRUST

[1] Type of business organization, or "Individual"

[2] State of organization.

[3] Abbreviation of county zoning district.

[4] Name of county zoning district.

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1. The terms of this Agreement apply to the property legally described in Exhibit A, attached hereto and incorporated herein (the "Property").

2. The Owner has filed a petition for voluntary annexation of the Property into the corporate limits of the City.

3. The parties agree that that the City has the ability to furnish normal municipal services to the Property within a reasonable time after annexation, in accordance with the City's ordinances, policies and procedures.

4. The parties agree that upon annexation of the Property into the corporate limits of the City, no municipal service for water and/or sewer will be provided to the Property until the Owner has filed, and the City has approved, an application to rezone the Property from its County zoning classification to a City zoning classification, in accordance with the City's regular rezoning procedures.

5. The parties agree that the Owner will file an application to rezone the Property from its County zoning classification to a City zoning classification, in accordance with the City's regular rezoning procedures, prior to requesting the extension of municipal water and/or sewer services.

6. Any rezoning of property and any provision of city services shall be in accordance with the Blue Springs Code of Ordinances and any other applicable city ordinance requirements.

7. The parties agree that execution of this Agreement does not in any way constitute a waiver of any requirements of applicable City ordinances with which the Owner must comply in the event the City annexes the Property.

8. Owner agrees to record this Agreement with Jackson County, Missouri, and to pay the costs of said recording and provide a copy of the recorded Agreement to the City. The covenants herein shall run with the land described in Exhibit A attached hereto and shall be binding and inure to the benefit of the parties hereto and their successors and assigns and on any future and subsequent purchasers.

9. The parties agree that this Agreement does not, in any respect, constitute the commitment of the City, the City Council or any of the City's elected officials to exercise legislative discretion to approve the petition for annexation or to rezone the Property to any particular city zoning classification, nor does it constitute the commitment that any appointed City official will exercise his or her

administrative responsibilities, respecting the petition for annexation or an application for rezoning, in any particular manner, except that these responsibilities will be exercised in accordance with City ordinances, policies and procedures.

10. The parties agree, and the Owner specifically acknowledges, that in connection with any application for rezoning the Property to a residential district for the purposes of development, the "PR-O, Planned Residential Overlay District" regulations may also be applied to the Property, upon application by the Owner, the City, the Planning Commission or the City Council for the PR-O District designation and upon approval by the City Council, in its legislative discretion, of the PR-O District designation.

11. This Agreement shall constitute the complete agreement between the parties and any modification shall be in writing and signed by both parties.

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12. Any provision of this Agreement which is not enforceable according to law will be severed here from, and the remaining provisions shall be enforced to the fullest extent permitted by law.

13. The parties agree, and the Owner specifically acknowledges, that in connection with any application for rezoning the Property for the purposes of development, if it is located in the Adams Dairy Parkway comprehensive planning district, the "Adams Dairy Parkway Overlay (ADP-O)" zoning district regulations may also be applied to the Property, upon application by the Owner, the City, the Planning Commission or the City Council for the Adams Dairy Parkway Overlay (ADP-O) District designation and upon approval by the City Council, in its legislative discretion, of the Adams Dairy Parkway Overlay (ADP-O) District designation.

14. The undersigned represent that they each have the authority and capacity from the respective parties to execute this Agreement. This Agreement shall not be valid until executed by the parties and approved by ordinance duly enacted by the City Council of the City of Blue Springs, Missouri.

15 This Agreement may be terminated in writing by either party, at its option if the City has not annexed the Property within 180 days from the date of execution of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

OWNER/DEVELOPER

JUDY D SMITH REVOCABLE LIVING TRUST

Printed Name

Judy D. Smith

ATTEST: RLJ

(Seal)

CITY OF BLUE SPRINGS

Christine Cates
City Adminsitrator

Erin Ford, City Clerk

APPROVED AS TO FORM

John Mullane, Interim City Attorney

Received

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT, entered into this 15th day of March, 2024 by and between the City of Blue Springs, Missouri, a constitutional charter city and Municipal Corporation (the "City") and Bruce M Bellington Trust, a Resident [1] of the State of _____ [2] (the "Owner").

WHEREAS, the Owner owns in fee simple approximately 18.35 acres of real property generally located 29607 E R D MIZE RD, in unincorporated Jackson County; and

WHEREAS, the Owner has filed a petition for voluntary annexation of said property; and

WHEREAS, prior to annexing said property, the City and Owner desire to define their duties and responsibilities to ensure that in the event the City chooses, in its discretion, to annex said property, that the development of the property and the provision of city water and/or sewer services to said property is coordinated; and

WHEREAS, said property is currently zoned AG [3], Vacant Land [4], by Jackson County; and

WHEREAS, if said property is annexed, the property will retain its current county zoning classification in accordance with Section 89.191 of the Revised Missouri Statutes (2000) until such zoning is affirmatively changed by the City through its regular rezoning procedures; and

WHEREAS, the Owner desires for the City to extend its water and/or services and corporate boundaries and to annex said property; and

WHEREAS, the City, in the exercise of its police powers, desires to provide for the extension of water and/or sewer services and for the orderly development of said property in accordance with the City's ordinances, policies, practices and procedures if, in its discretion, it annexes said property,

WHEREAS, the City and the Owner acknowledge that City has the ability to furnish normal municipal services to the Property within a reasonable time after annexation, in accordance with the City's ordinances, policies and procedures; and

WHEREAS, the City is authorized to enter into such agreements as an exercise of its police powers and pursuant to the Missouri Constitution; the Blue Springs Charter; and Chapters 70, 91, and 250 of the Revised Statutes of Missouri (2000).

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

Bruce M Bellington Trust

[1] Type of business organization, or "Individual"

[2] State of organization.

[3] Abbreviation of county zoning district.

[4] Name of county zoning district.

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

1. The terms of this Agreement apply to the property legally described in Exhibit A, attached hereto and incorporated herein (the "Property").

2. The Owner has filed a petition for voluntary annexation of the Property into the corporate limits of the City.

3. The parties agree that that the City has the ability to furnish normal municipal services to the Property within a reasonable time after annexation, in accordance with the City's ordinances, policies and procedures.

4. The parties agree that upon annexation of the Property into the corporate limits of the City, no municipal service for water and/or sewer will be provided to the Property until the Owner has filed, and the City has approved, an application to rezone the Property from its County zoning classification to a City zoning classification, in accordance with the City's regular rezoning procedures.

5. The parties agree that the Owner will file an application to rezone the Property from its County zoning classification to a City zoning classification, in accordance with the City's regular rezoning procedures, prior to requesting the extension of municipal water and/or sewer services.

6. Any rezoning of property and any provision of city services shall be in accordance with the Blue Springs Code of Ordinances and any other applicable city ordinance requirements.

7. The parties agree that execution of this Agreement does not in any way constitute a waiver of any requirements of applicable City ordinances with which the Owner must comply in the event the City annexes the Property.

8. Owner agrees to record this Agreement with Jackson County, Missouri, and to pay the costs of said recording and provide a copy of the recorded Agreement to the City. The covenants herein shall run with the land described in Exhibit A attached hereto and shall be binding and inure to the benefit of the parties hereto and their successors and assigns and on any future and subsequent purchasers.

9. The parties agree that this Agreement does not, in any respect, constitute the commitment of the City, the City Council or any of the City's elected officials to exercise legislative discretion to approve the petition for annexation or to rezone the Property to any particular city zoning classification, nor does it constitute the commitment that any appointed City official will exercise his or her

administrative responsibilities, respecting the petition for annexation or an application for rezoning, in any particular manner, except that these responsibilities will be exercised in accordance with City ordinances, policies and procedures.

10. The parties agree, and the Owner specifically acknowledges, that in connection with any application for rezoning the Property to a residential district for the purposes of development, the "PR-O, Planned Residential Overlay District" regulations may also be applied to the Property, upon application by the Owner, the City, the Planning Commission or the City Council for the PR-O District designation and upon approval by the City Council, in its legislative discretion, of the PR-O District designation.

11. This Agreement shall constitute the complete agreement between the parties and any modification shall be in writing and signed by both parties.

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12. Any provision of this Agreement which is not enforceable according to law will be severed here from, and the remaining provisions shall be enforced to the fullest extent permitted by law.

13. The parties agree, and the Owner specifically acknowledges, that in connection with any application for rezoning the Property for the purposes of development, if it is located in the Adams Dairy Parkway comprehensive planning district, the "Adams Dairy Parkway Overlay (ADP-O)" zoning district regulations may also be applied to the Property, upon application by the Owner, the City, the Planning Commission or the City Council for the Adams Dairy Parkway Overlay (ADP-O) District designation and upon approval by the City Council, in its legislative discretion, of the Adams Dairy Parkway Overlay (ADP-O) District designation.

14. The undersigned represent that they each have the authority and capacity from the respective parties to execute this Agreement. This Agreement shall not be valid until executed by the parties and approved by ordinance duly enacted by the City Council of the City of Blue Springs, Missouri.

15 This Agreement may be terminated in writing by either party, at its option if the City has not annexed the Property within 180 days from the date of execution of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

OWNER/DEVELOPER

Bruce M Bellington Trust

Printed Name

ATTEST:

(Seal)

CITY OF BLUE SPRINGS

Christine Cates
City Administrator

Erin Ford, City Clerk

APPROVED AS TO FORM

John Mullane, Interim City Attorney

Received

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT, entered into this 14 day of March, 2024 by and between the City of Blue Springs, Missouri, a constitutional charter city and Municipal Corporation (the "City") and BELLINGTON LARRY D ESTATE, a Resident [1] of the State of Missouri [2] (the "Owner").

WHEREAS, the Owner owns in fee simple approximately 18.35 acres of real property generally located 29607 E R D MIZE RD, in unincorporated Jackson County; and

WHEREAS, the Owner has filed a petition for voluntary annexation of said property; and

WHEREAS, prior to annexing said property, the City and Owner desire to define their duties and responsibilities to ensure that in the event the City chooses, in its discretion, to annex said property, that the development of the property and the provision of city water and/or sewer services to said property is coordinated; and

WHEREAS, said property is currently zoned Vacant [3], AG Land [4], by Jackson County; and

WHEREAS, if said property is annexed, the property will retain its current county zoning classification in accordance with Section 89.191 of the Revised Missouri Statutes (2000) until such zoning is affirmatively changed by the City through its regular rezoning procedures; and

WHEREAS, the Owner desires for the City to extend its water and/or services and corporate boundaries and to annex said property; and

WHEREAS, the City, in the exercise of its police powers, desires to provide for the extension of water and/or sewer services and for the orderly development of said property in accordance with the City's ordinances, policies, practices and procedures if, in its discretion, it annexes said property,

WHEREAS, the City and the Owner acknowledge that City has the ability to furnish normal municipal services to the Property within a reasonable time after annexation, in accordance with the City's ordinances, policies and procedures; and

WHEREAS, the City is authorized to enter into such agreements as an exercise of its police powers and pursuant to the Missouri Constitution; the Blue Springs Charter; and Chapters 70, 91, and 250 of the Revised Statutes of Missouri (2000).

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

BELLINGTON LARRY D ESTATE

[1] Type of business organization, or "Individual"

[2] State of organization.

[3] Abbreviation of county zoning district.

[4] Name of county zoning district.

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

1. The terms of this Agreement apply to the property legally described in Exhibit A, attached hereto and incorporated herein (the "Property").

2. The Owner has filed a petition for voluntary annexation of the Property into the corporate limits of the City.

3. The parties agree that that the City has the ability to furnish normal municipal services to the Property within a reasonable time after annexation, in accordance with the City's ordinances, policies and procedures.

4. The parties agree that upon annexation of the Property into the corporate limits of the City, no municipal service for water and/or sewer will be provided to the Property until the Owner has filed, and the City has approved, an application to rezone the Property from its County zoning classification to a City zoning classification, in accordance with the City's regular rezoning procedures.

5. The parties agree that the Owner will file an application to rezone the Property from its County zoning classification to a City zoning classification, in accordance with the City's regular rezoning procedures, prior to requesting the extension of municipal water and/or sewer services.

6. Any rezoning of property and any provision of city services shall be in accordance with the Blue Springs Code of Ordinances and any other applicable city ordinance requirements.

7. The parties agree that execution of this Agreement does not in any way constitute a waiver of any requirements of applicable City ordinances with which the Owner must comply in the event the City annexes the Property.

8. Owner agrees to record this Agreement with Jackson County, Missouri, and to pay the costs of said recording and provide a copy of the recorded Agreement to the City. The covenants herein shall run with the land described in Exhibit A attached hereto and shall be binding and inure to the benefit of the parties hereto and their successors and assigns and on any future and subsequent purchasers.

9. The parties agree that this Agreement does not, in any respect, constitute the commitment of the City, the City Council or any of the City's elected officials to exercise legislative discretion to approve the petition for annexation or to rezone the Property to any particular city zoning classification, nor does it constitute the commitment that any appointed City official will exercise his or her administrative responsibilities, respecting the petition for annexation or an application for rezoning, in any particular manner, except that these responsibilities will be exercised in accordance with City ordinances, policies and procedures.

10. The parties agree, and the Owner specifically acknowledges, that in connection with any application for rezoning the Property to a residential district for the purposes of development, the "PR-O, Planned Residential Overlay District" regulations may also be applied to the Property, upon application by the Owner, the City, the Planning Commission or the City Council for the PR-O District designation and upon approval by the City Council, in its legislative discretion, of the PR-O District designation.

11. This Agreement shall constitute the complete agreement between the parties and any modification shall be in writing and signed by both parties.

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12. Any provision of this Agreement which is not enforceable according to law will be severed here from, and the remaining provisions shall be enforced to the fullest extent permitted by law.

13. The parties agree, and the Owner specifically acknowledges, that in connection with any application for rezoning the Property for the purposes of development, if it is located in the Adams Dairy Parkway comprehensive planning district, the "Adams Dairy Parkway Overlay (ADP-O)" zoning district regulations may also be applied to the Property, upon application by the Owner, the City, the Planning Commission or the City Council for the Adams Dairy Parkway Overlay (ADP-O) District designation and upon approval by the City Council, in its legislative discretion, of the Adams Dairy Parkway Overlay (ADP-O) District designation.

14. The undersigned represent that they each have the authority and capacity from the respective parties to execute this Agreement. This Agreement shall not be valid until executed by the parties and approved by ordinance duly enacted by the City Council of the City of Blue Springs, Missouri.

15 This Agreement may be terminated in writing by either party, at its option if the City has not annexed the Property within 180 days from the date of execution of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

OWNER/DEVELOPER

BELLINGTON LARRY D ESTATE

Printed Name

ATTEST:

(Seal)

CITY OF BLUE SPRINGS

Christine Cates
City Administrator

Erin Ford, City Clerk

APPROVED AS TO FORM

John Mullane, Interim City Attorney

Received

Introduced by Councilmember Culpepper 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: May 20, 2024
2nd Reading: _____

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: May 21, 2024 **CONTRACT NO.**

SUBMITTED BY: Karen Van Winkle **DEPARTMENT: Finance/Accounting**

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

ISSUE/REQUEST

Passage of Bills authorizing the City of Blue Springs to enter into agreements with OMNIA Partners and Sourcewell for participation in their purchasing cooperative programs.

BACKGROUND/JUSTIFICATION

The City's Purchasing Policy allows for participation in purchasing cooperatives with the approval of City Council. These cooperatives offer cost savings opportunities, extensive portfolios of category solutions, high-quality products and services, and saves staff time in the preparation of RFP and Bidding documents.

The City is currently a participating member of the following purchase co-operatives:

- Mid America Regional Council (MARC) – Resolution 95-2006
- National Joint Powers Alliance (NJPA) – Resolution 36-2014 (*Now Sourcewell*)
- Clayton Paper – Offers MARC prices through a contract with MARC.
- US Communities – Resolution 99-2008 (*Now OMNIA Partners*)
- The Interlocal Purchasing System (TIPS) – Resolution 02-2016.
- State of Missouri – Resolution 1-80

In 2018, OMNIA Partners acquired US Communities. Similarly, Sourcewell acquired the National Joint Powers Alliance (NJPA) in the same year, prompting the need for updated approval from the City Council reflecting the updated company names.

FINANCIAL IMPACT

Contractor:	OMNIA Partners 800 Crescent Centre Drive, Suite 600 Franklin, TN 37067 Sourcewell 202 12th Street NE P.O.Box 219 Staples, MN 56479
Amount of Request/ Contract:	$0
Amount Budgeted:	$0
Budget Year:	N/A
Funding Source/Account #:	There is no budget to review because it is simply for us to use their cooperatives to select services or products. The

	contracts and $$ would come into play with each individual selection in the future
Account Balance:	N/A Date: 5/24/2024

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
June 3, 2024	N/A
Years and Months Contract in effect	**Number of times renewable**
Perpetual	

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill for OMNIA Partners with Cooperative Purchasing Agreement attached as Exhibit A.
2. Bill for Sourcewell with Participation Agreement attached as Exhibit A.

REVIEWED BY:

Requesting Director: ***Karen Van Winkle***	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:	☐	N/A
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)	☐	N/A

Wage Order, by reference	☐	Wage Order Number:
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:	☐	N/A
Project Exemption Certificate needed:	☐	N/A
Other:	☐	N/A

Introduced by Councilmember _____ BILL NO. 5219

ORDINANCE NO. ____

AN ORDINANCE APPROVING A MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT BETWEEN THE CITY OF BLUE SPRINGS AND OMNIA PARTNERS FOR PARTICIPATION IN THEIR PURCHASING COOPERATIVE PROGRAM

WHEREAS, the City currently participates in the Mid-America Regional Council, National Joint Powers Alliance, The Interlocal Purchasing System, and the State of Missouri purchasing cooperatives and,

WHEREAS, the City Council approved Resolution 99-2008 authorizing the City to participate in the U.S. Communities Purchasing Cooperative Program; and,

WHEREAS, in May 2018, OMNIA Partners purchased U.S. Communities; and,

WHEREAS, the City acknowledges cost savings from involvement with U.S. Communities and recommends approval for participation under the new ownership of OMNIA Partners.

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

Section 1. The City Administrator is hereby authorized to enter into a Master Intergovernmental Cooperative Purchasing Agreement between the City of Blue Springs and OMNIA Partners for participation in the purchasing cooperative. A copy of the Agreement is attached hereto as Exhibit “A” and is incorporated herein.

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

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 3rd day of June 2024.

CITY OF BLUE SPRINGS

ATTEST:

_____
Chris Lievsay, Mayor

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

Rev. 01/01/2024

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MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with OMNIA Partners, Public Sector, Inc., a Delaware corporation f/k/a National Intergovernmental Purchasing Alliance Company; Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities, and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, "**OMNIA Partners**"), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other agencies ("**Participating Public Agencies**"), as defined in each Master Agreement (as defined below), who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby

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acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this

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Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:	**OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:** **OMNIA PARTNERS, PUBLIC SECTOR, INC.**
	DocuSigned by: Sarah E. Vavra 1477449FA80746A...
Authorized Signature	Signature Sarah E. Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title
Date	Date

By jmullane on May 29, 2024

Introduced by Councilmember _____ BILL NO. 5220

ORDINANCE NO. ____

AN ORDINANCE APPROVING A COOPERATIVE PURCHASING PROGRAM PARTICIPATION AGREEMENT BETWEEN THE CITY OF BLUE SPRINGS AND SOURCEWELL FOR PARTICIPATION IN THEIR PURCHASING COOPERATIVE PROGRAM

WHEREAS, the City currently participates in the Mid-America Regional Council, National Joint Powers Alliance, the Interlocal Purchasing System, and the State of Missouri purchasing cooperatives and,

WHEREAS, the City Council approved Resolution 36-2014 authorizing the City to participate in the National Joint Powers Alliance purchasing cooperative program; and,

WHEREAS, in June 2018, Sourcewell purchased the National Joint Powers Alliance; and,

WHEREAS, the City acknowledges cost savings from involvement with National Joint Powers Alliance and recommends approval for participation under the new ownership of Sourcewell.

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

Section 1. The City Administrator is hereby authorized to enter into a Cooperative Purchasing Program Participation Agreement between the City of Blue Springs and Sourcewell for participation in the purchasing cooperative. A copy of the Contract is attached hereto as Exhibit “A” and is incorporated herein.

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

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 3rd day of June 2024.

CITY OF BLUE SPRINGS

ATTEST:

_____
Chris Lievsay, Mayor

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

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Sourcewell Cooperative Purchasing Program
Participation Agreement

This Participation Agreement is between Sourcewell and Participating Entity to provide access to Sourcewell's Cooperative Purchasing Program. Sourcewell's Board of Directors has approved these terms and conditions through operation of this intergovernmental Participation Agreement. Participating Entity approves this Agreement upon registration with Sourcewell.

Section 1: Authority

1.1 Sourcewell is a service cooperative established by Minn. Stat. § 123A.21 as a local unit of government pursuant to the Minn. Const. art. XII, sec. 3.

1.2 Sourcewell is authorized to provide a Cooperative Purchasing Program by Minn. Stat. § 123A.21, subd. 7(23) to Participating Entities.

1.3 Sourcewell's cooperative purchasing contracts and master agreements are offered through Minn. Stat. § 471.59 and this Participation Agreement. The Sourcewell Board of Directors has approved these participation terms, and Sourcewell is authorized to enter this interlocal or joint powers agreement with an eligible Participating Entity through this Participation Agreement.

1.4 Participation in Sourcewell's Cooperative Purchasing Program is open to eligible Participating Entities. A Participating Entity is any eligible entity registering with Sourcewell, including: any government unit, including a state, city, county, town, village, school district, political subdivision of any state, federally recognized Indian tribe, any agency of the United States, any instrumentality of a governmental unit, any other entity as defined in Minn. Stat. § 471.59 Subd. 1(b), and any entity as defined in Art. VI of the Sourcewell Bylaws.

1.5 Participating Entity and Sourcewell agree this Participation Agreement is for the purpose of allowing access to available Sourcewell Cooperative Purchasing Program contracts and master agreements with awarded suppliers.

1.6 Participating Entity represents, through an authorized signatory, it is eligible for participation as defined in this Agreement.

Section 2: General Terms

2.1 Sourcewell will make its Cooperative Purchasing Program available to Participating Entity. Sourcewell programs and master agreements are provided to Participating Entity "as is." Sourcewell makes no representation as to warranties of quality, merchantability, or fitness for a particular purpose. Participation in the Program is voluntary and non-exclusive.

2.2 To purchase from Sourcewell contracts and master agreements, Participating Entity must enter into a purchase order or other subsequent agreement in accordance with the terms and conditions of master agreements directly with a supplier. Participating Entity will be responsible

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for all aspects of its purchase, including ordering its goods and services, inspecting, accepting the goods and services, and prompt payment to supplier who will have directly billed the Participating Entity.

2.3 The Parties to this Agreement will adhere to all applicable laws concerning the procurement of goods and services in its respective jurisdiction.

2.4 Access to the Cooperative Purchasing Program is effective upon the date of Participating Entity's completed registration. The Agreement will remain in effect until canceled by either party upon thirty (30) days written notice to the other party.

2.5 Each party agrees that it is responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof.

2.8 There will be no financial remunerations by or obligations upon Participating Entity for participation in Sourcewell Cooperative Purchasing Program.

2.9 Sourcewell's Cooperative Purchasing Program master agreements will be procured in compliance with Minnesota law and the Sourcewell Cooperative Purchasing Program.

2.10 The records and documents related to this this Agreement are subject to the Minnesota Data Practices Act, Minnesota Statutes Chapter 13.

Section 3: Approval

The Sourcewell Board of Director has approved this Policy effective July 1, 2022.

Sourcewell:

DocuSigned by:
By _____
6BD483Z69B484F1...
Authorized Signature – Signed

By Greg Zylka
Name – Printed
Title Sourcewell Board of Directors Chair
Date 8/19/2022 | 9:40 AM CDT

DocuSigned by:
By _____
9BEF5D6F88D140B...
Authorized Signature – Signed

By Sara Nagel
Name – Printed
Title Sourcewell Board of Directors Clerk
Date 8/19/2022 | 10:35 AM CDT

Participating Entity:

By _____
Authorized Signature – Signed

By _____
Name – Printed
Title _____
Date _____

By jmullane on May 29, 2024

Sourcewell

Organization Information

Indicate an address to which correspondence may be delivered.

Email completed agreement to:
service@sourcewell-mn.gov

You may also mail the completed agreement to:

Sourcewell
202 12th Street NE
P.O. Box 219
Staples, MN 56479

Organization Name* City of Blue Springs

Address* 903 W. Main Street

City* Blue Springs

State Code* MO 64015 Zip Code* 64015

Country* USA

Employer Identification Number

Website www.bluespringsgov.com

Contact person* (First, Last) Mancini, Nicol

Job Title* Expense Administration Accountant

Job Role

- [ ] Administrator
- [ ] Department Head
- [ ] Department Purchaser
- [ ] Human Resources
- [ ] Procurement Officer
- [ ] Teacher
- [X] Other

Department

- [ ] Administration
- [ ] Dining/Food Service
- [ ] Facilities/Operations
- [ ] Fleet/Transportation
- [ ] Human Resources
- [ ] Information Technology
- [ ] Parks, Recreation & Athletics
- [ ] Public Safety/Security
- [ ] Public Works/Utilities
- [X] Purchasing & Finance

Email* nmancini@bluespringsgov.com

Phone* 816-228-0186

Organization Type:

Government

- [ ] County
- [ ] Federal
- [X] Municipality
- [ ] Province/Territory
- [ ] Special District
- [ ] State
- [ ] Township
- [ ] Tribal

Education

- [ ] Local Education Agency (Public K-12 and Pre-K)
- [ ] Private Local Education Agency (Private K-12)
- [ ] Private Higher Education
- [ ] Public Higher Education

Nonprofit

Documentation demonstrating nonprofit status is required when submitting application.

- [ ] Church
- [ ] Medical Facility
- [ ] Other

Referred by

- [ ] Advertisement
- [ ] Colleague/Friend
- [ ] Conference/Trade Show _____
- [ ] Supplier
- [ ] Search Engine/Web Search
- [ ] Sourcewell Employee

**Denotes required information*