CITY COUNCIL MEETING
August 19, 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 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 August 5, 2024 City Council Meeting and Minutes of the August 15, 2024 City Council Budget Work Session
   b. Resolution No. 59-2024 approving a purchase from Fonroche Lighting America for solar lights at Burrus Old Mill Park
   c. Resolution No. 60-2024 ratifying a settlement participation form with Kroger in national opioid litigation settlements.
   d. Resolution No. 61-2024 approving a contract with Terry Snelling Construction for Ward Park restroom
   e. Resolution No. 62-2024 approving a five-year contract with InfoSend, Inc. for the processing and printing of water and sewer utility bills.
   f. Resolution No. 63- 2024 approving a contract with Janssen Glass & Door for Window Replacement at Adams Pointe Golf Club

4. Public Hearing – Smalls Sliders Drive-Thru Restaurant – Rezoning (RZ-06-24-9206) and General Development Plan (GDP-06-24-9207)

5. Introduction and readings of Bill No. 5241 approving a Rezoning for Smalls Sliders Drive-Thru Restaurant (RZ-06-24-9206)

6. Introduction and readings of Bill No. 5242 approving a General Development Plan

for Smalls Sliders Drive-Thru Restaurant (GDP-06-24-9207)

7. Public Hearing – Tommy's Express Car Wash – Rezoning (RZ-03-24-9093) and Planned Development Concept Plan (PDC-03-24-9095)

8. Introduction and readings of Bill No. 5243 approving the Rezoning and Planned Development Concept Plan for Tommy's Express Car Wash (RZ-03-24-9093 and PDC-03-24-9095)

9. Public Hearing – Google Fiber MCI Hut 156 – Conditional Use Permit (CUP-06-24-9202)

10. Introduction and readings of Bill No. 5244 approving a Conditional Use Permit for Google Fiber MCI Hut 156 (CUP-06-24-9202)

11. Introduction and readings of Bill No. 5245 approving a Final Plat for Google Fiber MCI Hut 156 (PF-06-24-9203)

12. Public Hearing – Unified Development Code Text Amendments (UDCT-07-24-9230) related to fencing

13. Introduction and readings of Bill No. 5246 approving Unified Development Code Text Amendments related to fencing (UDCT-07-24-9230)

14. Introduction and readings of Bill No. 5247 approving a Final Plat for 802 SW Walnut Street (PF-06-24-9195)

15. Introduction and readings of Bill No. 5248 approving the Final Plat for Dutch Bros Coffee (PF-06-24-9178)

16. Introduction and readings of Bill No. 5249 terminating the Copperleaf Village Shopping Center Tax Increment Financing Plan

17. Introduction and readings of Bill No. 5250 declaring and accepting the August 6, 2024 election results for the issuance of General Obligation bonds.

18. Presentation – Downtown Master Plan Implementation Task Force

19. Motion for direction to staff regarding Downtown Master Plan Implementation Task Force.

20. Visitors

21. Councilmember Comments

22. Mayoral Announcements

23. Adjourn

Miscellaneous Items

Economic Development Council Meeting – Wednesday, August 21, 8:15 AM
Planning Commission Meeting – Monday, August 26, 6:30 PM
Appearance Review Committee Meeting – Tuesday, August 27, 3:00 PM
Public Safety Citizens Advisory Board Meeting – Tuesday, August 27, 6:00 PM
Labor Day – **City Offices Closed** – Monday September 2

City Council Meeting – Tuesday, September 3, 6:00 PM
Parks Commission Meeting – Tuesday, September 3, 6:00 PM
Planning Commission Meeting – Monday, September 9, 6:30 PM
Public Arts Commission Meeting – Wednesday, September 11, 4:00 PM
Land Bank Meeting – Monday, September 16, 3:00 PM
City Council Meeting – Wednesday, September 18, 6:00 PM

This Agenda was posted at City Hall and on the City's website on Friday, August 16, 2024.

Erin Ford, City Clerk

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

FROM: Christine Cates
City Administrator

DATE: August 16, 2024

SUBJECT: Agenda Explanations

Item 3b – Purchase of Solar Lights at Burrus Old Mill Park from Fonroche Lighting America
Adopt a Resolution approving a purchase in the amount of $101,483.00 from Fonroche Lighting America for Solar Lights at Burrus Old Mill Park. Refer to Council Information Form from Parks and Recreation Director Justin Stuart for additional information.

Item 3c – Participation Form with Kroger in National Opioid Litigation Settlements
Adopt a Resolution ratifying a settlement participation form with Kroger in national opioid litigation settlements. Refer to Council Information Form from City Administrator Christine Cates for additional information.

Item 3d – Contract for Ward Park Restroom with Terry Snelling
Adopt a Resolution approving a contract in the amount of $118,860 with Terry Snelling Construction, Inc. for installation of footings and site work for the installation of a prefabricated restroom building at Ward Park. Refer to Council Information Form from Parks and Recreation Director Justin Stuart for additional information.

Item 3e - Contract with InfoSend for Print and Mail Services
Adopt a resolution approving a five-year contract with InfoSend, Inc. for the processing and printing of water and sewer utility bills, with an annual cost of $22,606 for supplies, plus an estimated $96,120 for postage as a pass-through expense. Refer to Council Information Form from Finance Senior Director Karen VanWinkle for additional information.

Item 3f – Contract with Janssen Glass & Door for Window Replacement at Adams Pointe Golf Club
Adopt a Resolution approving a contract in the amount of $138,157 with Janssen Glass & Door LLC for Window Replacement at Adams Pointe Golf Club. Refer to Council Information Form from Parks and Recreation Director Justin Stuart for additional information.

Items 4, 5 & 6 – Smalls Sliders Rezoning and General Development Plan
A public hearing is being held at the request of the Applicant, Mark Parretta, for Sliders KC/Genlumis on behalf of the property owners, Swope Trust, for consideration to rezone from “GB/PUD”(General Business/Planned Unit Development Overlay) to “GB” (General Business) (RZ-06-24-9206) for the 0.6+/- acre for Smalls Sliders Drive-Thru Restaurant General

Development Plan (GDP-06-24-9207) for property located at 704 NW Mock Avenue and 809 NW MO-7 Hwy. Upon conclusion of the public hearing, a Bill rezoning the property to General Business, and a Bill approving the General Development Plan, will be ready for introduction and readings. Refer to Council Information Form from City Development Senior Director Mike Mallon for additional information.

Items 7 & 8 – Tommy's Express Car Wash Rezoning and Planned Development Concept Plan

A public hearing is being held at the request of the applicant, Kevin Uhl, Frontier Investments, on behalf of the property owner, Philip Zou, for consideration to rezone from "GB" (General Business) to "PD – C" (Planned Development – Commercial) for property located at 509 NW 7 Highway (RZ-03-24-9093). The applicant is also requesting approval of a Planned Development (PD) Concept Plan for Tommy's Express Car Wash to allow for the demolition of the current site and development of an express car wash (PDC-03-24-9095). Upon conclusion of the public hearing, a Bill rezoning the property to "PD – C" (Planned Development – Commercial) and approving the Planned Development Concept Plan will be ready for introduction and readings. The public hearing was continued from the May 20, 2024, City Council meeting without testimony to the June 3, 2024 City Council meeting without testimony and was then continued indefinitely without testimony. Refer to Council Information Form from City Development Senior Director Mike Mallon for additional information.

Items 9, 10 & 11 – Google Fiber MCI Hut 156 Conditional Use Permit and Final Plat

A Public Hearing is being held on behalf of the property owner, CCR Investments LLC for a Conditional Use Permit (CUP-06-24-9202), with an Alternative Development Standard, for the Google Fiber MCI Hut 156, a Utility, Major land use, in a "GB" (General Business) zoning district at 2201 NW South Outer Road. Upon conclusion of the public hearing, a Bill approving the Conditional Use Permit for Google Fiber MCI Hut 156 and a Bill approving the Final Plat for the CCRI Outer Road Lot (PF-06-24-9203) will be ready for introduction and readings. Refer to Council Information Form from City Development Senior Director Mike Mallon for additional information.

Items 12 & 13 – Unified Development Code Text Amendment Related to Fencing

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) related to the location standards for fences on residential property (UDCT-07-24-9230). Upon conclusion of the public hearing, a Bill approving the amendments to Section 407.040.D.3 – Buffers, Screens and Fencing - Other Fence Design Standards of the City of Blue Springs Unified Development Code will be ready for introduction and readings. Refer to Council Information Form from City Development Senior Director Mike Mallon for additional information.

Item 14 – 802 SW Walnut Final Plat

Passage of a Bill approving the Final Plat for Scire Estates (PF-06-24-9195), a one-lot and one-tract subdivision located at 802 SW Walnut Street. Refer to Council Information Form from City Development Senior Director Mike Mallon for additional information.

Item 15 – Dutch Bros Coffee Final Plat

Passage of a Bill approving the Final Plat for Dutch Bros Coffee (PF-06-24-9178), consisting of one lot located at 701 NW MO-7 Hwy. Refer to Council Information Form from City Development Senior Director Mike Mallon for additional information.

Item 16 – Copperleaf Village Tax Increment Financing Plan Termination

Passage of a Bill terminating the Copperleaf Village Shopping Center Tax Increment Financing Plan. Refer to Council Information Form from Finance Senior Director Karen VanWinkle for additional information.

Item 17 – Declare and Accept Election Results

Passage of a Bill declaring and accepting the election results from the August 6, 2024 election for the issuance of $40,000,000 in General Obligation bonds by the City of Blue Springs. Refer to Council Information Form from City Clerk Erin Ford for additional information.

Items 18 & 19 – Presentation - Downtown Master Plan Implementation Task Force

Presentation by the Downtown Master Plan Implementation Task Force Chair/Executive Director of Downtown Alive!, Jon Burke, on recommendations for implementation, including the projects selected with the most significant impact in Downtown and highlighting key opportunities for immediate implementation. At the conclusion of the presentation, a motion is in order to direct staff on next steps. Refer to Council Information Form from City Development Senior Director Mike Mallon for additional information.

CITY OF BLUE SPRINGS, MISSOURI
MINUTES OF COUNCIL MEETING
August 5, 2024

A meeting of the City Council of the City of Blue Springs, Missouri, was held on Monday, August 5, 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
Katie Tholen
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

Blue Springs Police Department Chaplain Rob Lee gave the invocation and Mayor Lievsay led in the pledge of allegiance.

CALL MEETING TO ORDER AND CONFIRMATION OF QUORUM

Mayor Lievsay called the meeting to order at 6:01 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 April 16, 2024 Special City Council meeting, July 15, 2024 City Council meeting and July 29, 2024 City Council Work Session.
- **Resolution No. 51-2024** approving a five-year contract with UMB Financial Corporation for banking services in an amount not to exceed $200,000.
- **Resolution No. 52-2024** approving Amendment #2 to Contract 2024-048 in the amount of $65,452.00 with Tandem Paving Co, Inc. for the 2024 Street Program, Project 24-01-03.
- **Resolution No. 53-2024** designating Friday, September 20, through Sunday, September 22, as the dates for the 2024 Blue Springs Fall Fun Festival.
- **Resolution No. 54-2024** approving a Memorandum of Understanding for license of Blue Springs Downtown Public Area for Fall Fun Festival.
- **Liquor License for El Tucan dba El Tucan Fine Mexican Cuisine** located at 625 Mock Avenue Units B, C & D, Blue Springs, MO 64014 to sell intoxicating liquors in the original package for consumption on premises and Sunday Sales.
- **Liquor License for Edge on 7** located at 1200-1206 NW 7 Highway, Blue Springs, MO 64014 to sell intoxicating liquors in the original package for consumption on premises and Sunday Sales.
- **Resolution 55-2024** approving the disposition of Information Technology and Finance department records which have met the required retention period as prescribed by the Blue Springs Records Retention, Management, and Destruction Policy dated

DRAFT

November 28, 2016 and in accordance with the Missouri Secretary of State's records retention guidelines.

- **Resolution 56-2024** approving a purchase in the amount of $88,693 from Shawnee Mission Ford for a 2024 Ford F150 Crew Cab Lightning and a 2024 Ford Mach E RWD. The City will be reimbursed for these purchases through the Energy Efficiency and Conservation Block grant.
- **Resolution 57-2024** approving a purchase in the purchase amount of $343,169 (less trade-in value, plus interest for a financed total of $308,421.20) from Red Equipment, LLC for a 2024 Ravo R5 Series Street Sweeper and related warranties.

The Consent Agenda was approved with the following vote:

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

PRESENTATION – PROCLAMATION FOR PAIGE STUART

Mayor Lievsay presented a Proclamation to Paige Stuart, Jackson County Examiner's Athlete of the Year.

PUBLIC HEARING – DUTCH BROS COFFEE GENERAL DEVELOPMENT PLAN (GDP-06-24-9177)

Mayor Lievsay opened the Public Hearing to consider a General Development Plan (GDP-06-24-9177) for a multi-tenant pad site including a Dutch Bros Coffee Drive-Thru business and two general commercial retail spaces for the property located at 701 NW 7 Hwy at 6:05 p.m. The minutes of the public hearing were recorded by a certified court reporter. City Clerk Erin Ford entered two exhibits into the record.

STAFF REPORT

Associate Planner Shantele Frie reviewed the details of the proposed General Development Plan and addressed questions from the Council.

APPLICANT

Applicant Jay O'Dell of Aubry Enterprises was present and available to address questions from Council.

The Mayor hearing no further comments for or against, closed the public hearing at 6:15 p.m.

INTRODUCTION AND 1ST READING – BILL NO. 5239 – DUTCH BROS COFFEE GENERAL DEVELOPMENT PLAN (GDP-06-24-9177)

Councilmember Culpepper introduced Bill No. 5239 approving a General Development Plan (GDP-06-24-9177) for a multi-tenant pad site including a Dutch Bros Coffee Drive-Thru business and two general commercial retail spaces for the property located at 701 NW 7 Hwy. City Clerk Erin Ford made the first reading of Bill No. 5239 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5239 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Kaylor and carried unanimously.

2ND READING – BILL NO. 5239

Ms. Ford made the second reading of Bill No. 5239 by title. Councilmember Edmondson moved to adopt Bill No. 5239 upon its second reading and give it **ORDINANCE NO. 5347** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Culpepper and carried with the following vote:

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

PUBLIC HEARING – 2024-2025 COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL ACTION PLAN

Mayor Lievsay opened the Public Hearing to consider the 2024-2025 Community Development Block Grant Annual Action Plan at 6:16 p.m. The minutes of the public hearing were recorded by a certified court reporter. City Clerk Erin Ford entered one exhibit into the record.

STAFF REPORT

Assistant Director of Community Development Cara Elbert reviewed the details of the proposed 2024-2025 Community Development Block Grant Annual Action Plan and addressed questions from the Council.

The Mayor hearing no further comments for or against, closed the public hearing at 6:20 p.m.

RESOLUTION 58-2024

Councilmember Edmondson moved to adopt Resolution 58-2024 approving the 2024-2025 Community Development Block Grant Annual Action Plan. Motion seconded by Councilmember Culpepper and carried unanimously.

PUBLIC HEARING – UNIFIED DEVELOPMENT CODE TEXT AMENDMENT RELATED TO INOPERABLE VEHICLES (UDCT-06-24-9188) - WITHDRAWN

At the July 15, 2024 City Council meeting Mayor Lievsay opened the Public Hearing and testimony was given to consider amendments to the Unified Development Code related to the definition of inoperable vehicles (UDCT-06-24-9188). The Public Hearing was then continued to the August 5, 2024 City Council meeting at which time Mayor Lievsay declared that the Public Hearing and corresponding Bills would be withdrawn.

BILL NO. 5232 UNIFIED DEVELOPMENT CODE TEXT AMENDMENT RELATED TO INOPERABLE VEHICLES (UDCT-06-24-9188) - WITHDRAWN

Bill No. 5232 amending the Unified Development Code related to the definition of inoperable vehicles (UDCT-06-24-9188) was continued from the July 15, 2024 City Council meeting to the August 5, 2024 City Council meeting at which time Mayor Lievsay declared that the corresponding Public Hearing and Bill No. 5232 would be withdrawn.

INTRODUCTION AND 1ST READING – BILL NO. 5233 – CODE AMENDMENT REGARDING INOPERABLE VEHICLES - WITHDRAWN

Bill No. 5233 amending Section 245.160.12 – Enumeration of Nuisances of the Code of Ordinances, City of Blue Springs, Missouri, to add “unlicensed” to the definition of inoperable vehicle as a nuisance violation of City Code was continued from the July 15, 2024 City Council meeting to the August 5, 2024 City Council meeting at which time Mayor Lievsay declared that Bill No. 5233 would be withdrawn.

INTRODUCTION AND 1ST READING – BILL NO. 5240 – CODE AMENDMENT REGARDING GOLF CARTS

Councilmember Culpepper introduced Bill No. 5240 amending Sections 300.020 Definitions and 340.120 All-Terrain Vehicles Prohibited of the Code of Ordinances, City of Blue Springs, Missouri, to update definitions and permit Golf Carts, Utility Terrain Vehicles or Low Speed Vehicles for use on City Streets. City Clerk Erin Ford made the first reading of Bill No. 5240 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5240 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Kaylor and failed on first reading with a vote of 0-7.

COUNCIL COMMENTS

Councilmember Edmondson acknowledged the passing of Russ Clark, former Alderman and previous Truman Heartland Citizen of the Year.

CLOSED SESSION

At 6:28 p.m., Councilmember Kaylor 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 Ericson and carried with the following votes:

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

CITY OF BLUE SPRINGS

ATTEST

_____
Chris Lievsay, Mayor

_____
Erin Ford, City Clerk

CITY OF BLUE SPRINGS, MISSOURI
MINUTES OF COUNCIL BUDGET WORK SESSION
AUGUST 15, 2024

A Work Session of the City Council of the City of Blue Springs, Missouri, was held on Thursday, August 15, 2024, 6:00 p.m. in the Administrative Training Room of the Blue Springs City Hall, 903 W. Main Street with Mayor Chris Lievsay presiding.

COUNCILMEMBERS IN ATTENDANCE

Jerry Kaylor
Katie Tholen
Ron Fowler - ABSENT
Galen Ericson
Kent Edmondson
Susan Culpepper

Also present were City Administrator Christine Cates, Assistant City Administrator Dennis Dovel, Senior Director of City Development Mike Mallon, Director of Public Works Tom Degenhardt, Police Chief Bob Muenz, Director of Parks and Recreation Justin Stuart and City Clerk Erin Ford.

CALL MEETING TO ORDER AND CONFIRMATION OF QUORUM

Mayor Lievsay called the meeting to order at 6:00 p.m. The City Clerk confirmed a quorum of the Council was present.

FISCAL YEAR 2024-25 BUDGET

City Administrator Christine Cates presented highlights of the Fiscal Year 2024-25 Budget for Council consideration. Assistant City Administrator Dennis Dovel presented information regarding the Administrative Services budget which includes City Administration, Communications, Human Resources, Information Technology, Law, Finance Utility Billing and Municipal Court. Senior Director of City Development Mike Mallon, Director of Public Works Tom Degenhardt, Police Chief Bob Muenz and Director of Parks and Recreation Justin Stuart presented information regarding their respective Department budgets. Staff addressed questions from Council regarding the proposed budget allocations.

Council discussed options for changing merit and anniversary pay increases. Additional funding for the street overlay program was also discussed.

A copy of the PowerPoint presentation, Budget Message and Budget in Brief distributed during the meeting are attached to these Minutes and incorporated herein.

ADJOURN

At 7:41 p.m., there was no further business to come before the Council, Mayor Lievsay declared the meeting adjourned.

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CITY OF BLUE SPRINGS

ATTEST:

Chris Lievsay, Mayor

Erin Ford, City Clerk

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: July 25, 2024

SUBMITTED BY: Justin Stuart **DEPARTMENT: Parks and Recreation**

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

ISSUE/REQUEST

Adopt a Resolution approving a purchase in the amount of $101,483.00 from Fonroche Lighting America for solar lights at Burrus Old Mill Park.

BACKGROUND/JUSTIFICATION

On April 4, 2017, the residents of Blue Springs overwhelmingly supported the passage of the Parks Sales Tax to fund deferred maintenance items throughout the City. Additionally, the residents on April 6, 2021, approved an extension of the Park Sales Tax with no expiration date. The Park Sales tax program identifies specific Park Maintenance projects to be completed. One of the projects outlined was the lighting of Burrus Old Mill Park with solar lighting. There are currently no lights at Burrus Old Mill Park. Installing solar lights throughout the park will enhance the safety and security of the park.

Staff has worked with Fonroche Lighting America to develop specifications of solar lighting to light the walking paths and parking lot at Burrus Old Mill Park. Fonroche is part of the The Interlocal Purchasing System (TIPS) government cooperative purchasing agreement that allows the City to receive the best pricing on solar lights to install at Burrus Old Mill Park.

Staff will purchase 19 solar lights for Burrus Old Mill Park and the parks maintenance team will instal the lights once they arrive. Staff worked with a structural engineer to design specifications for light bases that can safely hold the lights upright to ensure the lights are installed securely.

Staff recommends approval of the purchase of 19 solar lights from Fonroche Lighting America in the amount of $101,483.00.

FINANCIAL IMPACT

Contractor:	Fonroche Lighting America
Amount of Request/ Contract:	$101,483
Amount Budgeted:	$140,000
Budget Year:	FY 23-24
Funding Source/Account #:	158-73000-544100 PR-01
Account Balance:	$150,000 Date: 7/26/2024

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
August 20, 2024	February 28, 2025
Years and Months Contract in effect	**Number of times renewable**
6 months	0

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with Fonroche Lighting America Quote attached as Exhibit A.

REVIEWED BY:

Requesting Director: ***Justin Stuart***	Budget: ***Lori Turner***
Legal: ***N/A***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:	☐	
Certificate of Insurance:	☐	
E-Verify Affidavits:	☐	
E-Verify proof of enrollment:	☐	
Bond:	☐	
Anti-Discrimination Against Israel Act Certification (contract over $100,000)	☐	
Wage Order, by reference	☐	Wage Order Number:
IRS Form W-9:	☒	
Bid/RFP/RFQ: (submit all)	☐	
Bid/RFP/RFQ Tabulation:	☐	
Bid Waiver: (less than three bids)	☒	
Contractor address and email:	☒	Fonroche Lighting America 4900 David Strickland Rd. Forest Hill, TX 76119 817-516-2056 a.mobanzo@fonroche.us
Project Exemption Certificate needed:	☐	
Other:	☐	

Resolution No. 59-2024

A RESOLUTION APPROVING THE PURCHASE OF 19 SOLAR LIGHTS FOR BURRUS OLD MILL PARK FROM FONROCHE LIGHTING AMERICA

WHEREAS, the City of Blue Springs renovated Burrus Old Mill Park in 2019 including the addition of a splashpad and new playground; and

WHEREAS, the park is now utilized and enjoyed by many more citizens throughout the day and evening hours; and

WHEREAS, the Parks and Recreation Department solicited bids using The Interlocal Purchasing System government cooperative purchasing agreement; and

WHEREAS, the Department negotiated a purchase of 19 solar lights from Fonroche Lighting America using The Interlocal Purchasing System government cooperative purchasing agreement for the amount of $101,483.00.

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

Section 1. The City Administrator is hereby authorized to purchase from Fonroche Lighting America, 4900 Davod Strickland Rd, Forest Hill, TX 76119, 19 solar lights for the amount of $101,483.00 pursuant to the Quote attached hereto as Exhibit A.

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 19th day of August, 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

EXHIBIT A

Fonroche Lighting America
4900 David Strickland Rd.
Forest Hill, TX 76119
(817) 516-2056

		Contract ID	TIPS:Contract number: 24020101
Opportunity Owner	ANICET MABONZO	Quote Number	00082916
Payment Terms	50% deposit, 50% Net 30 from Ship Date-contingent on credit approval	Quote Name	G5563-BlueSpringsMO-BurrusOldMillPark-RevB
		Quote Date	3/25/2024
Shipping Terms	Prices are FOB Origin	Quote Expiration Date	6/25/2024
		Est. Lead Time	12-14 Weeks

Notes to the customer

TIPS MEMBER NUMBER CITY OF BLUE SPRING: MO999467

TIPS FONROCHE CONTRACT NUMBER: 24020101 Renewable Energy and Solar Solutions

Line items 1 - 2 are for the Interior (Playground & Splash, blue and yellow symbols on the layout). Fixtures run at 28W for 5 hours post-dusk, 1 hour pre-dawn, and 80% during the in between hours. Photometrics assume poles are mounted at grade.

Line items 3 - 4 are for the Exterior (Parking & Driveway, red and green symbols on the layout). Fixtures run at 41W for 5 hours post-dusk, 1 hour pre-dawn, and 30% during the in between hours. Photometrics assume poles are mounted to a 3' above grade base.

Panels require clear, unshaded solar access to the South.

Ship To Name	City of Blue Springs
Ship To	United States

Beware of Fraud: Any advance payment request will only be made on the basis of a proforma invoice sent by Fonroche Lighting America.
Shipping estimated; final cost determined on day of shipping and added to invoice.

Fonroche Model Number	Fonroche Product Description	Price System	Quantity	Amount
[Opera-4K-T4] [P270F-3P]HW-MC-Fixture Color: TBD POLE: 20Ft. Round Tapered Pole-Anchor Base-1-3.2FT Arm -Arm Color: Black -Pole Color: TBD	SmartLight Assembly with 936Wh-24V NiMH Battery , special extreme temperature (from -40 °F to +158 °F), 1 x 270W solar module with Top of Pole assembly and Intelligent management/control system. Provisioned for Single Fixture configuration. Single Opera Fixture 4K Color Temp.-Type 4-Fixture Color: TBD - . Power Assembly color is black. Mount: High wind and enhanced marine coating. 20Ft. Round Tapered Pole-Anchor Base-1-3.2FT Arm -Arm Color: Black -Pole Color is TBD 5 Year Warranty All Night Lighting 365 Days a Year - Full Battery Replacement Assumes No Shading | Tilt optimized for snow conditions 45 Degrees Tilt 100% =28 Watts worst case conditions.T-PM: 5 hrs. @100% | T-N (Balance of night) @80% | T-AM: 1 hrs. @100%	USD 4,229	4.00	USD 16,916

Fonroche Lighting America
4900 David Strickland Rd.
Forest Hill, TX 76119
(817) 516-2056

[Opera-4K-T3] [P270F-3P]HW-MC-Fixture Color: TBD POLE: 20Ft. Round Tapered Pole-Anchor Base-1-3.2FT Arm -Arm Color: Black -Pole Color: TBD	SmartLight Assembly with 936Wh-24V NiMH Battery , special extreme temperature (from -40 °F to +158 °F), 1 x 270W solar module with Top of Pole assembly and Intelligent management/control system. Provisioned for Single Fixture configuration. Single Opera Fixture 4K Color Temp.-Type 3-Fixture Color: TBD - . Power Assembly color is black. Mount: High wind and enhanced marine coating. 20Ft. Round Tapered Pole-Anchor Base-1-3.2FT Arm -Arm Color: Black -Pole Color is TBD 5 Year Warranty All Night Lighting 365 Days a Year - Full Battery Replacement Assumes No Shading | Tilt optimized for snow conditions 45 Degrees Tilt 100% =28 Watts worst case conditions.T-PM: 5 hrs. @100% | T-N (Balance of night) @80% | T-AM: 1 hrs. @100%	USD 4,229	2.00	USD 8,458
[Opera-4K-T3] [P270F-3P]HW-MC-Fixture Color: TBD POLE: 20Ft. Round Tapered Pole-Anchor Base-1-3.2FT Arm -Arm Color: Black -Pole Color: TBD	SmartLight Assembly with 936Wh-24V NiMH Battery , special extreme temperature (from -40 °F to +158 °F), 1 x 270W solar module with Top of Pole assembly and Intelligent management/control system. Provisioned for Single Fixture configuration. Single Opera Fixture 4K Color Temp.-Type 3-Fixture Color: TBD - . Power Assembly color is black. Mount: High wind and enhanced marine coating. 20Ft. Round Tapered Pole-Anchor Base-1-3.2FT Arm -Arm Color: Black -Pole Color is TBD 5 Year Warranty All Night Lighting 365 Days a Year - Full Battery Replacement Assumes No Shading | Tilt optimized for snow conditions 45 Degrees Tilt 100% =41 Watts worst case conditions.T-PM: 5 hrs. @100% | T-N (Balance of night) @30% | T-AM: 1 hrs. @100%	USD 4,229	9.00	USD 38,061
[Opera-4K-T4] [P270F-3P]HW-MC-Fixture Color: TBD POLE: 20Ft. Round Tapered Pole-Anchor Base-1-3.2FT Arm -Arm Color: Black -Pole Color: TBD	SmartLight Assembly with 936Wh-24V NiMH Battery , special extreme temperature (from -40 °F to +158 °F), 1 x 270W solar module with Top of Pole assembly and Intelligent management/control system. Provisioned for Single Fixture configuration. Single Opera Fixture 4K Color Temp.-Type 4-Fixture Color: TBD - . Power Assembly color is black. Mount: High wind and enhanced marine coating. 20Ft. Round Tapered Pole-Anchor Base-1-3.2FT Arm -Arm Color: Black -Pole Color is TBD 5 Year Warranty All Night Lighting 365 Days a Year - Full Battery Replacement Assumes No Shading | Tilt optimized for snow conditions 45 Degrees Tilt 100% =41 Watts worst case conditions.T-PM: 5 hrs. @100% | T-N (Balance of night) @30% | T-AM: 1 hrs. @100%	USD 4,229	4.00	USD 16,916
GATEWAY	Fonroche Connect Gateway - Requires 3G/4G	USD 5,320	1.00	USD 5,320

Total Line Items	USD 85,671
Shipping and Handling	USD 15,812
Quote Total	USD 101,483

This quotation is subject to the following terms and conditions

Fonroche Lighting America
4900 David Strickland Rd.
Forest Hill, TX 76119
(817) 516-2056

Seller's Terms and Conditions of Sale in effect on the date of this order shall apply to this quote and are hereby incorporated by reference. Seller's Terms and Conditions of Sale may be viewed at https://www.fonrochesolarlighting.com/about-us/terms/.

Pricing is based on Fonroche Lighting America's Standard Terms & Conditions and any additional terms stipulated herein. It is the Representative's responsibility to convey these terms to the customer. Without prior written approval from Fonroche Lighting America's Sales Director, any deviation from these terms may constitute a change in this pricing at the time of order. In the event that Fonroche Lighting America is unable recuperate difference in pricing from end customer, it may deduct the difference from representative's commission.

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: August 7, 2024

SUBMITTED BY: Christine Cates **DEPARTMENT: Administration**

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

ISSUE/REQUEST

Adopt a Resolution ratifying a settlement participation form with Kroger in national opioid litigation settlements.

BACKGROUND/JUSTIFICATION

The City was notified by the Missouri Attorney General's Office that the State had joined in national opioid litigation. In 2021, the City authorized settlement participation forms in the litigation against Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceutica, Inc., McKesson Corporation, Cardinal Health, Inc., and Amerisource Bergen Corporation, and in 2023 against Teva, Allergan, Walmart, Walgreens, and CVS.

The City was notified by the Missouri Attorney General's Office on July 31, 2024 that a settlement was reached with Kroger ("New National Opioid Settlement") and the City needed to execute a Settlement Participation Form no later than August 12, 2024. The original communication about the settlement went to the former City Attorney email, which is no longer active. The New National Opioid Settlement is an "opt-in" settlement that is open only to states, as well as state subdivisions and certain special districts.

With a greater the level of participation throughout the state, more funds will ultimately be paid out for abatement. Assuming maximum participation, the New National Opioid Settlement requires Kroger to pay Missouri benefits up to $24.7 million over 11 years. Blue Springs will receive 0.1988003228% of Missouri's total benefits over a period of years. Participating states and subdivisions would receive abatement proceeds through annual payments. The abatement proceeds must be used to fund opioid-remediation efforts.

The National Settlements effectively define "Opioid Remediation" as including care, treatment, and other programs and expenditures designed to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of, including on those injured as a result of, the opioid epidemic.

To directly receive settlement funds from the named Defendant, the City must execute a Settlement Participation Form. The Settlement Participation Form included a release and waiver of all claims against the Defendant (the City has no claims). The deadline to opt-in to the New National Opioid Settlement was August 12, 2024. To ensure the City's participation, the City Administrator executed the Participation Form and is now being submitted for Council's review and ratification.

FINANCIAL IMPACT

Contractor:	N/A
Amount of Request/ Contract:	Unknown

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
August 12, 2024	Unknown

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 ratifying settlement participation form attached as Exhibit A

REVIEWED BY:

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

Resolution No. 60-2024

A RESOLUTION RATIFYING A SETTLEMENT PARTICIPATION FORM WITH KROGER IN THE NATIONAL OPIOID LITIGATION SETTLEMENT

WHEREAS, the State of Missouri has joined in a proposed nationwide settlement agreement in the opioid litigation against Kroger; and

WHEREAS, settlement of the litigation will allow state and local governments to begin meaningful changes to curb opioid addition, overdose, and death; and

WHEREAS, the settlement funds received by the State and its political subdivisions must be used for opioid remediation; and

WHEREAS, the Missouri Attorney General has asked Missouri political subdivisions to participate in the settlement, which will increase the amount the state and subdivisions will receive in opioid remediation funds; and

WHEREAS, the deadline to submit the executed Settlement Participation Form was August 12, 2024. To ensure the City's participation, the City Administrator executed the Participation Form and is now recommends ratification of the Settlement Participation Form.

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

Section 1. The City Council hereby ratifies the Settlement Participation Form with Kroger.

Section 2. City staff is directed to perform all tasks necessary to implement the settlement with Kroger.

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 19th day of August 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

Docusign Envelope ID: 3F314A53-8F4D-44E9-96A0-A724FE45143C

New National Opioids Settlement: Kroger
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Blue Springs city, MO
Reference Number: CL-793797

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: August 12, 2024

A new proposed national opioids settlement ("*New National Opioids Settlement*") has been reached with Kroger ("Settling Defendant"). This *Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Participation Package* because Missouri is participating in the Kroger settlement.

If a state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

This electronic envelope contains:

- The *Participation Form* for the Kroger settlement, including a release of any claims.

The *Participation Form* must be executed, without alteration, and submitted on or before August 12, 2024, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

Based upon subdivision participation forms received on or before August 12, 2024, the subdivision participation rate will be used to determine whether participation is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

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You are encouraged to discuss the terms and benefits of the *New National Opioids Settlement* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for this new settlement the same as they did for the prior opioids settlements with McKesson, Cardinal, Cencora (formerly AmerisourceBergen), J&J/Janssen, Teva, Allergan, CVS, Walgreens, and Walmart but states may choose to treat this settlement differently.

Information and documents regarding the *New National Opioids Settlement* and how it is being implemented in your state and how funds will be allocated within your state can be found on the national settlement website at https://nationalopioidsettlement.com/. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

(1) *Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.

(2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at https://nationalopioidsettlement.com/. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on August 12, 2024.

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com,

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or the Missouri Attorney General's Office at Rebecca.Pinto@ago.mo.gov (or 314-340-7945).

Thank you,

New National Opioids Settlement Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the New National Opioids Settlement and to manage the collection of the Participation Form.

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Subdivision Participation and Release Form

Governmental Entity: Blue Springs city	State: MO
Authorized Signatory: Christine Cates, City Administrator	
Address 1: 903 W. Main Street	
Address 2:	
City, State, Zip: Blue Springs, MO 64015	
Phone: (816) 228-0111	
Email: ccates@bluespringsgov.com	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 ("*Kroger Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at *https://nationalopioidsettlement.com/*.

3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Kroger Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National

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Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Kroger Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Kroger Settlement.

10. In connection with the releases provided for in the Kroger Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Settlement.

Docusign Envelope ID: 3F314A53-8F4D-44E9-96A0-A724FE45143C

11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Settlement in any respect, the Kroger Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: Christine Cates

Name: Christine Cates

Title: City Administrator

Date: August 9, 2024

APPROVED AS TO FORM:

By: _____
John Mullane, City Attorney

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: July 30, 2024 **CONTRACT NO.**

SUBMITTED BY: Justin Stuart **DEPARTMENT: Parks and Recreation**

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

ISSUE/REQUEST

Adopt a Resolution approving a contract in the amount of $118,860 with Terry Snelling Construction, Inc. for installation of footings and site work for the installation of a prefabricated restroom building at Ward Park.

BACKGROUND/JUSTIFICATION

On April 4, 2017, the residents of Blue Springs overwhelmingly supported the passage of the Parks Sales Tax to fund deferred maintenance items throughout the City. Maintenance projects were scheduled in years 2018 – 2022. Additionally, the residents on April 6, 2021, approved an extension of the Park Sales Tax with no expiration date. One of the Maintenance projects identified was the replacement of the Ward Park Restroom facility. On October 16, 2023 the City Council approved Resolution 99-2023 with The Public Restroom Company to construct and deliver the prefabricated restroom facility. The footings, foundation, utilities, and site preparation are the responsibility of the City to provide.

Staff developed bid specification for the project in accordance with the design provided by The Public Restroom Company and advertised the project for potential firms to bid on. Two bids were received as follows:

Tandem Paving Co., Inc	$228,491
Terry Snelling Construction, Inc	$118,860

Pricing from Terry Snelling Construction, Inc. of Independence was the lowest and best bid to provide the services outlined. Staff recommends a contract with Terry Snelling Construction, Inc. in the amount of $118,860 and is to be paid through the Park Sales Tax Funds. City staff is directed to perform all tasks necessary to implement said contract.

FINANCIAL IMPACT

Contractor:	Terry Snelling Construction, Inc.
Amount of Request/ Contract:	$118,860
Amount Budgeted:	$400,000
Budget Year:	FY 2023/2024
Funding Source/Account #:	158-73000-544100 PR-20
Account Balance:	$90,011 Date: 8/9/2024
Additional Funds Needed:	$28,849
Funding Source/Account #:	$8,849 – 158-73000-544100 PR-40 $20,000 – 158-73000-544100 PR-01 Budget Transfer received and completed

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
August 20, 2024	July 1, 2025
Years and Months Contract in effect	**Number of times renewable**
11 months	NA

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	NA

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with Contract attached as Exhibit A

REVIEWED BY:

Requesting Director: ***Justin Stuart***	Budget: ***Lori Turner***
Legal: ***John Mullane***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:	☒	
Certificate of Insurance:	☒	
E-Verify Affidavits:	☒	
E-Verify proof of enrollment:	☒	
Bond:	☒	
Anti-Discrimination Against Israel Act Certification (contract over $100,000)	☒	
Wage Order, by reference	☒	Wage Order Number: #31 – Jackson, County, MO
IRS Form W-9:	☒	
Bid/RFP/RFQ: (submit all)	☒	
Bid/RFP/RFQ Tabulation:	☒	
Bid Waiver: (less than three bids)	☐	
Contractor address and email:	☒	20004 E Yocum Rd Independence, MO 64058 terry@terrysnellingconstruction.com
Project Exemption Certificate needed:	☒	
Other:	☐	

A RESOLUTION APPROVING A CONTRACT WITH TERRY SNELLING CONSTRUCTION, INC FOR INSTALLATION OF FOOTINGS, FOUNDATION, AND SITE WORK FOR WARD PARK PREFABRICATED RESTROOM BUILDING

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

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

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

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

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

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

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

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

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

WHEREAS, the Parks and Recreation Department prepared specifications and secured quotations for footings and foundation work for the prefabricated restroom building at Ward Park; and

WHEREAS, the Department received two bids and now recommends that the City award a contract to Terry Snelling Construction, Inc. for work based on scope of services in the amount of $118,860.

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

Section 1. The City Administrator is hereby authorized to enter into a contract between with Terry Snelling Construction, Inc. for footing and foundation work for the prefabricated restroom building at Ward Park in the amount of $118,860. A copy of the proposed Contract is attached hereto as Exhibit “A” and is incorporated herein.

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 19th day of August, 2024.

CITY OF BLUE SPRINGS

ATTEST: Chris Lievsay, Mayor

Erin Ford, City Clerk

EFFECTIVE DATE: August 20, 2024	TERMINATION DATE: July 1, 2025	CONTRACT NUMBER:

CITY	CONTRACTOR
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**	**Terry Snelling Construction, Inc** **20004 E Yocum Rd** **Independence, MO 64058**
Department: Parks and Recreation	Attention: Terry Snelling
Phone: 816-228-0105	Phone: 816-985-4507

CONTRACTOR CONTRACT

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

WITNESSETH:

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

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

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

1. **Services**. The City agrees to engage the services of the Contractor and the Contractor agrees to perform the services hereinafter set forth in connection with projects described in ***Exhibit 1*** in accordance with the standard of care, skill, expertise, materials, and requirements set forth in the drawings and specifications. The terms of the City's Request for Proposals dated Monday, July 15, 2024 are incorporated by reference as if fully set forth herein.

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

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

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

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

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

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

7. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this contract exceed, the sum of **$118,860.00** unless agreed to by City and Contractor in writing.

8. **Termination of Contract.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

c. Workers' Compensation: statutory requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

c. The contractor to whom the contract is awarded and any subcontractor under such contractor shall require all on-site employees to complete the above referenced ten-hour training program or such employees must hold documentation of prior completion of the program. Said

contractor and subcontractor(s) shall comply with Section 292.675, RSMo., in all respects as required in relation to work done pursuant to this contract.

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

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

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

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

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

Rev. 01/01/2024

Work Authorization Affidavit

STATE OF MISSOURI)
) ss.
COUNTY OF Jackson)

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

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

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

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

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

BEFORE ME, the undersigned authority, personally appeared Terry S. Snelling, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is TERRY S. SNELLING and I am currently the President of TERRY SNELLING CONST INC (hereinafter "Company"), whose business address is 20004 E Yocum Independence, Mo. 64058, and I am authorized to make this Affidavit.

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

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

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

Affiant / Contractor

TERRY S. SNELLING
Printed Name

Subscribed and sworn before me this 13 day of August, 2024.

SEAL

TRISTAN BLACKSHER
NOTARY SEAL
MY COMMISSION EXPIRES 9-14-2027
#23048811
JACKSON COUNTY
NOTARY PUBLIC, STATE OF MISSOURI

Notary Public

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

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

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

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

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

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

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

32. Maintenance Bond. Prior to acceptance of the Work, Contractor shall provide a

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

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

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

CONTRACTOR: TERRY SNELLING CONSTRUCTION, INC

By: _____

Name: TERRY S. SNELLING

Title: President

CITY OF BLUE SPRINGS, MISSOURI

_____

Christine Cates, City Administrator

APPROVED AS TO FORM

_____

John Mullane, City Attorney

<table>
<tr><td colspan="3">Exhibit 1 to Contract

Scope of Work</td></tr>
<tr><td>Name of Contractor</td><td colspan="2">Terry Snelling Construction, Inc</td></tr>
<tr><td>Scope of Work (Job Description)</td><td colspan="2">Demolish existing restroom building, and provide construction of foundation and footings, including all utility work on City owned property located at Ward Park,1000 SW 22nd St, Blue Springs, MO 64015.

All work shall be performed in accordance with the Request for Proposal specifications and Contractor Proposal dated July 29, 2024 attached hereto and incorporated herein as Attachments 1 and 2, which include the following Exhibits:

CONSTRUCTION of one Park Restroom Facility and utilities:

• Site Prep
• Adherence to soil conditions site prep
• Demo of existing Restroom Building
• Removal and disposal of excesses materials
• Form and pour all footings as outlined
• Bring all utilities inside the building as outlined – Civil Drawings to include water, sewer, electric and gas and connections
• Apply for all building permits (fees will be waived by the City)
• Create concrete sidewalk meeting all ADA requirements up to the new building entry doors, if necessary
• Install any drives or sidewalks to the building as specified
• Backfill and seed surrounding disturbed area
• Restoration of any improvements damaged during construction

Attachments:
1) Prevailing Wage Order #31, by reference</td></tr>
<tr><td>Start Date</td><td colspan="2">August 20, 2024</td></tr>
<tr><td rowspan="3">Interim Deadlines (if applicable)</td><td>Date</td><td>Phase of Project To Be Completed</td></tr>
<tr><td></td><td></td></tr>
<tr><td></td><td></td></tr>
<tr><td>Final Completion Deadline</td><td colspan="2">July 1, 2025</td></tr>
<tr><td>Reimbursable Expenses</td><td colspan="2">☒ None ☐ Travel, Lodging, Meals, Phone Calls, Copying, Postage</td></tr>
</table>

Maximum Payment	$ 118,860	Maximum payment for services rendered
	$	Maximum amount of expenses to be reimbursed
	$ 118,860	Total maximum amount to be paid to Contractor
Method of Payment	☐ Lump sum of entire amount upon satisfactory completion of project ☐ Monthly payments based on rate of $_____ per hour ☒ Incremental payments as follows: Monthly as billed based on percentage of work completed ☐ ____% retainage held until completion of project.	

ATTACHMENT 1

REQUEST FOR PROPOSALS

Construction of Footings and Utilities for Prefabricated Restroom Building at Ward Park

CITY OF BLUE SPRINGS, MO PARKS AND RECREATION DEPARTMENT

Proposal Due Date: Sealed proposals will be received at the Blue Springs Parks and Recreation Department, 425 NE Mock Ave., Blue Springs, MO 64014 until 1:00 p.m. on Monday, July 29, 2024.

Project Description: The Blue Springs Parks and Recreation Department is requesting proposals for the construction of site prep, footing for prefabricated restroom buildings, utilities to site and site restoration at Ward Park. The attached drawings will provide the basis of the bid for each facility.

Project Funding: Funding for this project is included the 2023-24 Capital Improvement Program through the Park Sales Tax.

Completion of the Work: All work covered by the contract documents shall be completed on an agreed upon date with the awarded contractor with a target date of prior to November 1, 2024. The completion date is negotiable.

Contractor Selection: The selected contractor will construct footings, bring utilities to site as specified, concrete apron and site restoration for the restroom facility as outlined in the specifications within this document. The selection of a contractor is the purpose of this solicitation.

Obtaining RFP Documents and Plans: All documents and plans associated with this Request for Proposals are included within this document. Any additional revisions will be made through addendums issued on the City of Blue Springs website at www.bluespringsgov.com/bids.aspx

Project Administration: All questions relative to this project prior to the opening of proposals, shall be directed to the Director of Parks and Recreation. It shall be understood, however, that no specification interpretations will be made by telephone, nor will any "or equal" products be considered for approval prior to award of contract.

Owner's Rights Reserved: The Owner reserves the right to reject any or all proposals and to make award in the interest of the Owner.

SUMMARY SHEET

Construction of Footings and Utilities for Prefabricated Restroom Building at Ward Park

BLUE SPRINGS PARKS AND RECREATION

1. Project Sponsor: Blue Springs Parks and Recreation

2. Project Location: Ward Park, 1000 SW 22nd St, Blue Springs, MO 64015

3. Requested Services: A qualified and licensed Contractor for the site prep, layout as included in Civil Documents, utilities to building, concrete slab, site restoration and associated items as outlined in this RFP for the installation of prefabricated Restroom buildings supplied by The Public Restroom Company.

4. Proposal Due Date: 1:00 pm, Monday, July 29, 2024

5. Proposal Format: Two (2) hard copy sets of the proposal are required (8 ½ x 11). Responses to this request will be made in accordance with the guidelines and information provided herein. The City will evaluate each proposal received based upon the evaluation criteria shown in Section VI of this RFP. The City also reserves the right to interview respondents or to request product demonstrations as part of the proposal evaluation process and to reject any or all proposals.

6. Submit proposals to: Justin Stuart, Director of Parks and Recreation
   City of Blue Springs
   425 NE Mock Ave.
   Phone: (816) 228-0265
   Email: jstuart@bluespringsgov.com

   Clearly marked: "RFP Submittal for Construction of Footings and Utilities for Prefabricated Restroom Building- Ward Park"

REQUEST FOR PROPOSALS

Construction of Footings and Utilities for Prefabricated Restroom Building at Ward Park

BLUE SPRINGS PARKS AND RECREATION

I. INTRODUCTION

This Request for Proposal is intended to provide footings and utilities for the construction of a prefabricated restroom facility in Ward Park. The city hired The Public Restroom Company to construct the facility and install the prefabricated units at each site. The city is seeking a contractor to Construct the footings, slabs/apron, utilities, site prep and site restoration. The location of the buildings will be at Ward Park, 1000 SW 22nd St, Blue Springs, MO 64015. The work to be performed as part of this proposal is contained in the Scope of Work and must provide ADA compliant access and features.

II. SCOPE OF WORK

The Facility will be built on City owned property located at Ward Park, 1000 SW 22nd St, Blue Springs, MO 64015. Facility layout should follow the Olsson Footing Design included as Exhibit A and any soil requirements outlined in the Geotechnical Report Exhibit B (**use the Geotechnical report for soil conditions only, the building specs do not apply in section 6 which has been omitted**). It is understood that the actual building area could be adjusted, based upon the recommendations of the contractor and with staff approval following the opening of proposals. In addition to the construction of the footings and utilities for the restroom facility, the proposal shall include all other items listed within the document. Access to the site shall be allowed from the existing parking lot that surround the site. Temporary construction fencing will be required to protect the project and others who may use the park during the construction process. The contractor shall provide the work and materials necessary to construct the Restroom facility completely, including all construction materials, footings, sidewalks, apron, utilities and site preparation and site restoration. All work and materials necessary to meet the project requirements as outlined in Exhibit A and B shall be included in the submitted proposals. All damage to existing pavement and grounds is to be repaired at contractor's expense, if any. Please see the following general summary of work:

CONSTRUCTION of Park Restroom Facility and utilities:

- Site Prep as required in the Exhibit A – Olsson Footing Design
- Site Prep as required in Exhibit B – Geotechnical Report (**use the Geotechnical report for soil conditions only, the building specs do not apply in section 6 which has been omitted).**
- Demo of existing Restroom Building at Ward Park.
- Removal and disposal of excess materials
- Construction of footings, utilities, and all other associated work at the Park Restroom Building location including all materials.
- Form and pour all footings as outlined in Exhibit A – Olsson Footing Design.
- Bring all utilities inside the building as outlined in Exhibit C – The Public Restroom Company Installation Requirements to include water, sewer, electric and gas and connections as required.

- Apply for all building permits (fees will be waived by the City)
- Create concrete sidewalk meeting all ADA requirements up to the new building entry doors, as outlined.
- Install any drives or sidewalks to the building as specified.
- Backfill and seed surrounding disturbed area.
- Restoration of any improvements damaged during construction.

III. OBJECTIVES AND TASKS:

1. Site layout - The successful contractor will need to visit the site prior to submitting a proposal and make observations and judgements related to construction. Any concerns or need for clarification should be brought up with the City prior to the proposal closing date.

2. Design - The design will be in accordance with the attached specification in Exhibit A, Exhibit B and Exhibit C by the successful contractor after the project has been awarded but may be adjusted based upon any additional final parameters defined by the City and the awarded contractor. The successful contractor will meet with City staff to finalize any deviations to the design and layout, that may or may not be accepted by the City. A preconstruction meeting will be needed prior to commencing work. At this meeting all coordination items between the Contractor and the City will need to be discussed.

3. Construction - The project will follow a detailed construction schedule. The Contractor will **submit a recommended timeline for review by the City with the proposal.** Compliance to the schedule is of the utmost importance to the City.

4. Final Acceptance - It is anticipated that the Contractor will have their work complete so that the area is ready for installation of the prefabricated building on or before November 1, 2024 **however the date is negotiable and should be noted in your submittal**. Additional construction time may be given in consideration for bad weather days. Due to supply and shipping issues around the world, additional construction time may be given, but it should be assumed by all bidders, that November 1, 2024, is the acceptance date unless noted otherwise on the submission. Any deviation to the schedule will only be considered once the project is awarded and is not to be assumed that it will be granted.

IV. QUALIFICATIONS OF RESPONDENTS

Respondents to this request shall be able to demonstrate ability to comply with the following minimum requirements:

A. The contractor must be able to show performance of work and provide references on (3) three projects of similar size and scope during the past (5) five years (complete References Sheet).

B. The contractor shall meet the requirements of a Licenses and Certified Contractor to do such work.

C. The contractor must be able to demonstrate the capabilities and background of qualified personnel and firm profile.

D. The contractor must be registered with the Missouri Secretary of State and provide proof of such registration.

E. All RFP responses submitted will be good for 90 days from the submittal date of July 29, 2024.

V. REQUIREMENTS FOR PROPOSAL SUBMITTAL

A. A Letter of Introduction
B. The main body of the proposal must be limited to 5 printed pages, single or double spaced, one side of the printed sheet only, in addition to appropriate brochures and equipment submittals if providing
C. The proposal must include the names, addresses, telephone numbers, and current licenses and Certifications of the Contractor
D. All key personnel that will be assigned to the project, and their anticipated involvement in the project – Site Superintendent
E. Past projects that relate to similar city or government construction of a similar size, scope, etc., and the name & telephone number of a contact person from that entity, who will be familiar enough with the past project to give a reference (complete References Sheet).
F. A statement of the Contractor's abilities or attributes that will give an indication of the expertise to complete the project on-time and on-budget
G. An itemized cost schedule with any cost breakdown information for the construction of the footings, slab/apron, outlined utilities, site prep and site restoration
H. A detailed time-line schedule for the completion of the project
I. The contractor shall provide at the contractor's expense insurance as outlined in the Authorized Work section of this document for said contractor and employees in connection with their work under this contract **
J. The contractor may be required to indemnify and hold harmless the City and others as listed against and from all liability, claims, damages, demands and cost, including attorney fees of every kind and nature and attributable to bodily injury, sickness, disease or death or to damage or destruction of property resulting from or in any manner arising out of or in connection with the project and the performance of the work under this contract **
K. The contractor must be registered with the Missouri Secretary of State and provide proof of such registration.
L. All pricing should include all rates as applicable with regard to Missouri Prevailing Wage Order #31 for Jackson County, MO – Attachment D if quote is higher than $75,000
M. Payment and Performance Bonds are required if the bid total is higher than $50,000 as per State of Missouri Statue and should accompany the RFP submission.

** Items I & J regarding insurance only apply to the winning contractor. Insurance is not needed with the submission of the proposal.

VI. EVALUATION PROCEDURE / CRITERIA FOR SELECTING CONTRACTOR

Since the Proposal's reliability is essential to the City's planning and budgeting, selection of the proposal will not be based solely on cost. The selection of the best proposal will be based mainly but not entirely on the following criteria.

CRITERIA:

1. Qualifications & Direct Experience – Includes performance and references (including the specific personnel listed) for similar size and scope of projects (see References Sheet attached).
2. Compliance with the requirements of this Request for Proposal.
3. Proposed construction schedule and timeline.
4. Cost

NOTE: The Proposal should be clear, concise, and refrain from extensive narrative. It shall provide an understanding of the Contractor's ability to supply a satisfactory product in the timeframe and costs required. Additional communication with the contractors may be initiated by the City prior to final selection.

VII. AUTHORIZATION TO BEGIN WORK

The selected provider of these services will be given a notice of intent to contract within one week of proposals being received. Once the notice of intent is given, an agreement such as Attachment E – Example Contract will be provided to the contractor for review and signatures. The selected contractor will then be required to sign the agreement and submit the following documents with the agreement:

1. Proof of Insurance with the City of Blue Springs potentially named as additional insured with liability limits of $2,000,000 per occurrence and $2,000,000 in aggregate, $1,000,000 automobile liability and worker compensation at the statutory limits for the State of Missouri
2. Signed and notarized affidavits
3. E-verification with the Department of Homeland Security MOU
4. W9
5. Payment Bond if bid is greater than $50,000

Once documents have been received, the agreement will be sent to City Council for approval. Once approved, staff and contractor will set a start date for construction and follow the submitted detailed construction schedule.

It is anticipated from time of proposal submissions to contract approval, the contract should be approved within 60 days. All proposals shall be honored for 90 days.

Construction of Footings and Utilities for Prefabricated Restroom Building at Ward Park

Vendor Information & Signature Page

Vendor Name: _____

Vendor Owner: _____

Years in Business: _____

Vendor Address: _____

_____

Vendor Phone Number: _____

Vendor Email: _____

Number of Employees: _____

Management person is responsible for direct contact with the City of Blue Springs and the services required for this Request for Proposal (RFP)

Name: _____

Title: _____

Phone Number: _____

Email Address: _____

_____ _____

Signature of Authorized Representative Date

Print Officer's Name: _____

Construction of Footings and Utilities for Prefabricated Restroom Building at Ward Park

Proposal

Company Name: _____

	Item Cost	Item Total
	Demo of Existing restroom facility	
	Site Prep	
	Bring Utilities to site	
	Footings and foundation	
	Concrete ADA accessible sidewalk/Apron	
	Backfill and seed all disturbed areas	
	Other – Describe:	
	Payment Bond, if not included in pricing above	
	Permit Application is required by the awarded contractor, but Permit Fees are waived.	
TOTAL PRICE		

Print Name: _____ Signature: _____

Date: _____

Comments: _____

_____

_____

_____

_____

_____

Construction of Footings and Utilities for Prefabricated Restroom Building
References

REFERENCES

Please list a minimum of two prefer three corporate or municipal customers for whom you have performed this type of work in the past for.

Reference #1

Name of Company: _____

Contact Name: _____

Phone Number: _____

Reference #2

Name of Company: _____

Contact Name: _____

Phone Number: _____

Reference #3

Name of Company: _____

Contact Name: _____

Phone Number: _____

Exhibit A

Olsson Footing Design

CONSTRUCTION DOCUMENTS

FOR

RESTROOM REPLACEMENT
ROTARY PARK AND WARD PARK

IN

BLUE SPRINGS, JACKSON COUNTY, MISSOURI

Sheet List Table	
Sheet Number	Sheet Title
C100	COVER SHEET
C101	GENERAL NOTES
C102	ELIMINATION PLAN
C200	SITE PLAN
C300	GRADING PLAN – ROTARY PARK
C301	GRADING PLAN – WARD PARK
C400	UTILITY PLAN
C500	STANDARD DETAILS

UTILITY AND GOVERNING AGENCY CONTACT INFORMATION

CITY OF BLUE SPRINGS
903 WEST MAIN STREET
BLUE SPRINGS, MO 64015
PHONE: 816.225.0110

CITY OF BLUE SPRINGS: ENGINEERING SERVICE MANAGER
JEFF SELL, P.E.
903 W MAIN STREET
BLUE SPRINGS, MO 64015
PHONE: 816.225.0121
EMAIL: JSELL@BLUESPRINGSGOV.COM

CITY OF BLUE SPRINGS: WASTEWATER
JEFF MOOK
500 SE SUNNYSIDE SCHOOL ROAD
BLUE SPRINGS, MO 64014
PHONE: 816.228.0121
EMAIL: JMOOK@BLUESPRINGSGOV.COM

CITY OF BLUE SPRINGS: POLICE CHIEF
BOB MUENZ
1100 SW SMITH STREET
BLUE SPRINGS, MO 64015
PHONE: 816.228.0164
EMAIL: BMUENZ@BLUESPRINGSGOV.COM

SPIRE: GAS
JOHN HARREL
7500 E 35TH TERRACE
KANSAS CITY, MO 64129
PHONE: 816.756.5061
EMAIL: JOHN.HARREL@SPIREENERGY.COM

EVERGY SERVICE CENTER
GARY JONES
1100 SE US-40 HIGHWAY
BLUE SPRINGS, MO 64014
PHONE: 816.220.5213
EMAIL: gary.jones@evergy.com

AT&T
SCOTT KELLOUGH
500 E 8TH STREET
KANSAS CITY, MO 64106
PHONE: 816.275.1221
EMAIL: SK1158@ATT.COM



LOCATION MAP
ROTARY PARK



LOCATION MAP
WARD PARK

ROTARY PARK:

Horizontal Control is based upon GPS observations, referenced to the Missouri State Plane Coordinate System, West Zone, NAD83, Holding MoDNR Station Blue 2. Distances are Ground Distances in US Survey Feet, Holding Grid = Ground Scaled from GP and utilizing a Combined Adjustment Factor of 0.9999043.

Elevations Datum: NAVD 1988

Olsson Bench Mark #1: Chiseled Square Cut w/Punch Mark @ P.I. at the Back of Curb in the Parking Lot Southeast of Office Depot and the Southeast corner of the Parking Lot on the North Side of Jasper Road.
N 1079443.1550
E 2804345.0750
ELEV.: 942.83

Olsson Bench Mark #2: Chiseled Square Cut at the Northeast Corner of a Headwall at the Southeast Quadrant of 7 Highway and Jasper Road
ELEV.: 929.97

Olsson Control Point #102
Drilled Hole in Concrete Curb
Project Coordinates
N 1079443.1552
E 2804345.0760
1.) 8.56' West P.I. on Concrete Curb
2.) 5.40' North to the Edge of a Storm Drain
3.) 117.00' East to a Power Pole near the Vesper St entrance to Zarda's Bar-B-Q

WARD PARK:

Horizontal Control is based upon GPS observations, referenced to the Missouri State Plane Coordinate System, West Zone, NAD83, Holding MoDNR Station Blue 2. Distances are Ground Distances in US Survey Feet, Holding Grid = Ground Scaled from GP and utilizing a Combined Adjustment Factor of 0.9999043.

Elevations Datum: NAVD 1988

Olsson Bench Mark #1: Chiseled Square Cut w/Punch Mark @ the North corner of parking lot at the top of curb P.I.
N 1074435.2350
E 2846339.7610
ELEV.: 863.76'

Olsson Control Point #102
1/2" Rebar w/Yellow Olsson Control Cap
Project Coordinates
N 1074478.6140
E 2845305.8850
1.) 45.00' NE P.I. at the Edge of Concrete
2.) 33.20' SE to the Edge of Concrete
3.) 24.80' East to the Back of Curb

Olsson Control Point #101
1/2" Rebar w/Yellow Olsson Control Cap
Project Coordinates
N 1074523.4410
E 2845536.7910
1.) 8.29' NE to the Edge of Asphalt
2.) 12.5' East to the west Edge of Tennis Court
3.) 8.25' NW to the Edge of Asphalt

PREPARED BY
OLSSON
7301 W 133RD STREET SUITE 200
OVERLAND PARK, KS 66213
PH. (913) 381-1170
FAX (913)381-1174

DEVELOPER
CITY OF BLUE SPRINGS
903 W MAIN STREET
BLUE SPRINGS, MO 64015
PH. (816) 228-0110

GENERAL LEGEND

- PROPERTY LINE
- PROPERTY SET BACK
- EASEMENT LINE
- EXISTING WATER PIPE
- EXISTING UNDERGROUND POWER CONDUIT
- EXISTING NATURAL GAS PIPE
- EXISTING SANITARY SEWER
- EXISTING STORM SEWER
- W — WATER SERVICE
- UGE — POWER SERVICE
- G — GAS SERVICE
- SS — SANITARY SERVICE
- SD — STORM SEWER

MISSOURI ONE CALL SYSTEM INC 1-800-DIG-RITE STOP! CALL BEFORE YOU DIG!

THE EXISTING UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND MAY NOT INCLUDE ALL LINES PRESENT. THE CONTRACTOR SHALL BE RESPONSIBLE TO CALL "1-800-DIG-RITE", AND COORDINATE FIELD LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO BEGINNING GRADING ACTIVITIES. (1(STOP)1 CALL BEFORE YOU DIG!)

olsson
7301 West 133rd Street, Suite 200
Overland Park, KS 66213-4750
TEL 913.381.1170 www.olsson.com

STATE OF MISSOURI — TERRA M. FARSHOR — NUMBER PE-2010022805 — 5/31/2024 — PROFESSIONAL ENGINEER

REV. NO.	DATE	DESCRIPTION	BY
		REVISIONS	

COVER SHEET
CONSTRUCTION DOCUMENTS

RESTROOM REPLACEMENT
ROTARY PARK & WARD PARK

BLUE SPRINGS, MO

2024

DRAWN BY	TMA
CHECKED BY	TMF
SUBMITTED	TMF
DESIGNED	TMF
PROJECT NO.	016013043
DATE	05/31/2024

SHEET
C100

PLNG_ F:\2024\016013043-000001\024-GENERAL\15-Project Admin\CAD\Civil Plans\Sheets\GEN\C_110_COVER.dwg USER: dsimmons
DATE: May 17, 2024 - 4:14pm XREFS: C_PTBLK_000001.dwg

GENERAL NOTES:

1. THE EXISTING UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND MAY NOT INCLUDE ALL LINES PRESENT. THE CONTRACTOR SHALL BE RESPONSIBLE TO CALL "1-800-DIG-RITE", 1(800)344-7483 OR 811 AND COORDINATE FIELD LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO BEGINNING GRADING ACTIVITIES. (STOP!!! CALL BEFORE YOU DIG!)

2. THE CONTRACTOR SHALL NOT CHANGE OR DEVIATE FROM THE PLANS WITHOUT FIRST OBTAINING WRITTEN APPROVAL FROM THE OWNER AND ENGINEER.

3. ALL WORK AND MATERIALS SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE OWNER OR THE OWNER'S REPRESENTATIVE.

4. ALL ESTIMATES OF QUANTITIES ARE FOR INFORMATION PURPOSES ONLY. CONTRACTOR AND SUBCONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING ALL QUANTITIES AND FOR BRINGING THE PROJECT TO THE LINES AND GRADES SHOWN HEREIN. CONTRACTOR SHALL PROVIDE ALL WORK AND MATERIALS REQUIRED TO FULFILL THE PLANS IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE EARTHWORK QUANTITIES AND TO ACCOUNT FOR HAUL IN OR HAUL OFF OF MATERIAL AS NECESSARY TO MEET THE LINES AND GRADES OF THE PLANS EVEN IF QUANTITY ESTIMATES ARE SHOWN WITHIN THESE DOCUMENTS. NO ADDITIONAL PAYMENTS WILL BE MADE FOR IMPORT OR EXPORT OF MATERIAL OR FOR ADJUSTMENTS TO QUANTITY ESTIMATES.

5. ALL CONSTRUCTION SHALL CONFORM TO THE LATEST STANDARDS AND SPECIFICATIONS OF THE CITY OF BLUE SPRINGS, MO, EXCEPT WHERE SHOWN OTHERWISE. NOTIFY ENGINEER OF DISCREPANCIES.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS, PAYING ALL FEES AND FOR OTHERWISE COMPLYING WITH ALL APPLICABLE REGULATIONS GOVERNING THE WORK.

7. THE CONTRACTOR SHALL ADHERE TO THE PROVISIONS OF MISSOURI STATE LAW WHICH REQUIRES THAT ANY PERSON OR FIRM DOING EXCAVATION ON PUBLIC RIGHT-OF-WAY DO SO ONLY AFTER GIVING NOTICE TO, AND OBTAINING INFORMATION FROM, UTILITY COMPANIES.

8. PRIOR TO COMMENCEMENT OF WORK, THE CONTRACTOR SHALL NOTIFY ALL THOSE COMPANIES WHICH HAVE FACILITIES IN THE NEAR VICINITY OF THE CONSTRUCTION TO BE PERFORMED.

9. THE CONTRACTOR SHALL LIMIT THE REMOVAL OF TREES TO THE LIMITS OF DEMOLITION SHOWN ON THE DEMOLITION PLAN.

10. CLEARING AND GRUBBING OPERATIONS AND DISPOSAL OF ALL DEBRIS THEREFROM SHALL BE PERFORMED BY THE CONTRACTOR IN STRICT ACCORDANCE WITH ALL LOCAL CODES AND ORDINANCES.

11. ALL WASTE MATERIAL RESULTING FROM THE PROJECT SHALL BE DISPOSED OF OFF-SITE BY THE CONTRACTOR.

12. ALL MANHOLES, CATCH BASINS, UTILITY VALVES AND METER PITS ARE TO BE ADJUSTED OR REBUILT TO GRADE AS REQUIRED.

13. ALL DISTURBED AREAS SHALL BE STABILIZED AS SHOWN ON THE GENERAL LAYOUT PLAN.

14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTROL OF SURFACE EROSION DURING CONSTRUCTION AND UNTIL THE OWNER ACCEPTS THE WORK AS COMPLETE. EROSION CONTROL MEASURES INCLUDING, BUT NOT LIMITED TO, THE SILT FENCES AND GRAVEL FILTER BAGS SHOWN ON THE EROSION CONTROL PLAN SHALL BE IN PLACE FOR THE DURATION OF THE SITE IMPROVEMENTS.

15. ALL HDPE PIPE SHALL BE ADS (N-12) OR APPROVED EQUAL, AND CONFORM TO AASHTO M294 SPECIFICATIONS. ALL PIPE LENGTHS ARE MEASURED FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE.

16. IF PRECAST CONCRETE STORM SEWER STRUCTURES ARE TO BE USED ON THIS PROJECT, THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS AND HAVE THEM APPROVED BY THE ENGINEER PRIOR TO FABRICATION OF THE STRUCTURES. FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION.

17. EXISTING TOPSOIL SHALL BE STRIPPED TO A POINT WHERE ALL VEGETATION IS REMOVED. SITE PREPARATION, GRADING AND EXCAVATION PROCEDURES SHALL CONFORM TO THE RECOMMENDATIONS AS OUTLINED IN THE GEOTECHNICAL REPORT PROVIDED BY OLSSON, DATED NOVEMBER 8, 2021 AND ALL ADDENDUMS.

18. THE CONTRACTOR SHALL, BY HIS OWN INVESTIGATION, AND PRIOR TO COMMENCING WORK, SATISFY HIMSELF AS TO THE SURFACE AND SUBSURFACE CONDITIONS TO BE ENCOUNTERED.

19. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL BOUNDARY CORNERS AND SECTION CORNERS. ANY BOUNDARY CORNER AND/OR SECTION CORNER DISTURBED OR DAMAGED BY CONSTRUCTION ACTIVITIES SHALL BE RESET BY A LAND SURVEYOR LICENSED IN THE STATE OF MISSOURI, AT THE CONTRACTOR'S EXPENSE.

20. IF FEDERALLY OWNED MAILBOX MAY BE DISTURBED, THE CONTRACTOR SHALL GIVE AT LEAST TWENTY-FOUR (24) HOURS ADVANCE NOTICE TO THE MANAGER OF DELIVERY AND COLLECTIONS. TAMPERING WITH FEDERAL MAIL FACILITIES MAY SUBJECT THE CONTRACTOR TO PROSECUTION BY THE FEDERAL GOVERNMENT.

21. THE CONTOUR LINES SHOWN ARE FOR MASS GRADING PURPOSES.

22. EXISTING CONTOURS REPRESENT MASS GRADING ELEVATIONS.

23. THE CONTRACTOR SHALL FINISH GRADE SLOPES AS SHOWN NO STEEPER THAN 1 FOOT VERTICAL IN 3 FEET HORIZONTAL UNLESS OTHERWISE SHOWN BY CONTOURS OR SPOT ELEVATIONS.

24. THE CONTRACTOR SHALL GRADE LANDSCAPED AREAS TO PROVIDE POSITIVE DRAINAGE IN THE BORROW AREA.

25. THE CONTRACTOR SHALL MAKE HIS OWN ASSUMPTIONS ON THE LOCATION AND CONSISTENCY OF ANY EXISTING ROCK LAYERS UNDERLYING THE PROJECT SITE. ALL ROCK EXCAVATION AND REMOVAL SHALL BE INCLUDED IN THE CONTRACTORS' BID.

26. CONTRACTOR TO FIELD VERIFY ELEVATIONS AND LOCATIONS OF EXISTING UTILITIES AND INFRASTRUCTURE PRIOR TO CONSTRUCTION. NOTIFY ENGINEER OF ANY DISCREPANCIES BETWEEN PLANS AND FIELD CONDITIONS.

27. BY ACCEPTING AND UTILIZING ANY ELECTRONIC FILE OF ANY DRAWING, REPORT OR DATA TRANSMITTED BY OLSSON ASSOCIATES (OA), THE RECIPIENT AGREES FOR ITSELF, ITS SUCCESSORS, ASSIGNS, INSURERS AND ALL THOSE CLAIMING UNDER OR THROUGH IT, THAT BY USING ANY OF THE INFORMATION CONTAINED IN THE ELECTRONIC FILE, ALL USERS AGREE TO BE BOUND BY THE FOLLOWING TERMS. ALL OF THE INFORMATION CONTAINED IN THIS ELECTRONIC FILE IS THE WORK PRODUCT AND INSTRUMENT OF SERVICE OF OA, WHO SHALL BE DEEMED THE AUTHOR, AND SHALL RETAIN ALL COMMON LAW, STATUTORY LAW AND OTHER RIGHTS, INCLUDING COPYRIGHTS, UNLESS THE SAME HAVE PREVIOUSLY BEEN TRANSFERRED IN WRITING TO THE RECIPIENT. THE INFORMATION CONTAINED IN THE ELECTRONIC FILE IS PROVIDED FOR THE CONVENIENCE OF THE RECIPIENT AND IS PROVIDED IN "AS IS" CONDITION. THE RECIPIENT IS AWARE THAT DIFFERENCES MAY EXIST BETWEEN THE ELECTRONIC FILES AND THE PRINTED HARD-COPY ORIGINAL SIGNED AND SEALED DRAWINGS OR REPORTS. IN THE EVENT OF A CONFLICT BETWEEN THE SIGNED AND SEALED ORIGINAL DOCUMENTS PREPARED BY OA AND THE ELECTRONIC FILES TRANSFERRED HEREWITH, THE SIGNED AND SEALED ORIGINAL DOCUMENTS SHALL GOVERN. OA SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ELECTRONIC FILES. IT SHALL BE THE RECIPIENT'S RESPONSIBILITY TO CONFIRM THE ACCURACY OF THE INFORMATION CONTAINED IN THE ELECTRONIC FILE AND THAT IT ACCURATELY REFLECTS THE INFORMATION NEEDED BY THE RECIPIENT. THE RECIPIENT SHALL NOT RETRANSMIT THE ELECTRONIC FILE, OR ANY PORTION THEREOF, WITHOUT INCLUDING THIS DISCLAIMER AS PART OF ANY SUCH TRANSMISSION. IN ADDITION, THE RECIPIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS OA, ITS OFFICERS, DIRECTORS, EMPLOYEES AND SUBCONSULTANTS AGAINST ANY AND ALL DAMAGES, LIABILITIES, CLAIMS OR COSTS, INCLUDING REASONABLE ATTORNEY'S AND EXPERT WITNESS FEES AND DEFENSE COSTS, ARISING FROM ANY CHANGES MADE BY ANYONE OTHER THAN OA OR FROM ANY REUSE OF THE ELECTRONIC FILES WITHOUT THE PRIOR WRITTEN CONSENT OF OA.

28. DESIGN PROFESSIONAL SHALL REVIEW SHOP DRAWINGS OR SAMPLES FOR GENERAL CONFORMANCE WITH THE DESIGN CONCEPTS ON THE PROJECT AND FOR COMPLIANCE WITH THE INFORMATION GIVEN IN THE CONTRACT DOCUMENTS, AND SHALL NOT EXTEND TO MEANS OR METHODS OF CONSTRUCTION. THE DESIGN PROFESSIONAL'S REVIEW SHALL NOT RELIEVE CONTRACTOR FROM RESPONSIBILITY FOR ANY VARIATION FROM THE REQUIREMENTS OF THE CONTRACT DOCUMENTS UNLESS CONTRACTOR HAS IN WRITING CALLED DESIGN PROFESSIONAL'S ATTENTION TO EACH SUCH VARIATION AT THE TIME OF SUBMISSION, AND DESIGN PROFESSIONAL HAS GIVEN WRITTEN APPROVAL OF EACH SUCH VARIATION BY SPECIFIC WRITTEN NOTATION THEREOF INCORPORATED INTO OR ACCOMPANYING THE SHOP DRAWINGS OR SAMPLES. NOR SHALL ANY APPROVAL BY THE DESIGN PROFESSIONAL RELIEVE CONTRACTOR FROM RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SHOP DRAWINGS WITH CONFORMANCE TO CONTRACT DOCUMENTS.

29. GENERAL CONSTRUCTION NOTE REGARDING SEQUENCING OF EROSION CONTROL – ALL PERIMETER SILT FENCE, EARTH DIKES, SEDIMENT BASINS, AND ROCK CONSTRUCTION ENTRANCES WILL BE INSTALLED BEFORE GRADING OPERATIONS BEGIN, EXCEPT THAT SILT FENCE WHICH IS TO BE PLACED ALONG THE BACK OF CURB FOR PROTECTION OF THE STREET. SILT FENCE AND EARTH DIKES THAT ARE PLACED BEFORE GRADING BEGINS WILL BE MAINTAINED BY THE GRADING CONTRACTOR UNTIL ALL UTILITIES ARE IN PLACE. THE SILT FENCE THAT IS PLACED ALONG THE BACK OF THE CURB OR RIGHT-OF-WAY WILL BE INSTALLED IMMEDIATELY AFTER THE CURB IS CONSTRUCTED. EROSION AND SEDIMENTATION CONTROLS ARE TEMPORARY AND MUST BE REMOVED BY THE CONTRACTOR AFTER CONSTRUCTION IS COMPLETE AND THE DISTURBED AREA IS AT LEAST 70% PERMANENTLY VEGETATED.

30. THIS PROJECT SHALL BE CONSTRUCTED IN STRICT ACCORDANCE WITH CITY/ADA STANDARDS AND SHALL NOT EXCEED 2.00 PERCENT IN ANY DIRECTION. ACCESSIBLE SIDEWALKS HAVE A MAXIMUM CROSS SLOPE OF 2 PERCENT AND A MAXIMUM LONGITUDINAL SLOPE OF 5 PERCENT.

31. ALL WATER LINES SHALL BE INSTALLED PER CITY STANDARDS. ALL WATER LINES SHALL BE A MINIMUM OF 48 INCHES BELOW THE FINISHED GRADE ELEVATIONS SHOWN HEREIN.

32. ALL EXTERIOR CONCRETE SHALL HAVE A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 4000 PSI, SHALL MEET KCMMB STANDARDS AND SPECIFICATIONS, AND SHALL BE AIR ENTRAINED. FLYASH IS NOT A SUITABLE REPLACEMENT FOR PORTLAND CEMENT.

33. ALL ON-SITE WIRING AND CABLES SHALL BE PLACED UNDERGROUND.

34. CONCRETE PAVEMENT JOINTS SHALL BE CONSTRUCTED AS FOLLOWS (REFER TO HARDSCAPE PLANS FOR SPECIFIC TREATMENT OF THESE AREAS):
    A. CONTROL JOINTS SPACED AT INTERVALS NOT GREATER THAN 12 FEET AND TOOLED TO 1/3 THE SLAB THICKNESS.
    B. CONSTRUCTION JOINTS AT THE END OF EACH POUR AND WHEN PAVING OPERATIONS ARE SUSPENDED FOR 20 MINUTES OR MORE.
    C. ISOLATION JOINTS PLACED WHERE THE PAVEMENT ABUTS THE BUILDING, DRAINAGE STRUCTURES AND OTHER FIXED STRUCTURES. CONSTRUCTED WITH A 1/2" NONEXTRUDING FILLER, CLOSED-CELL FOAM RUBBER OR A BITUMEN-TREATED FIBER-BOARD, AND WITH A THICKENED EDGE, INCREASED BY 20 PERCENT, TAPERED TO THE REGULAR THICKNESS IN 5 FEET.
    D. ALL EXPANSION JOINTS SHALL BE FILLED AND SEALED WITH A PLASTIC JOINT SEALANT MATERIAL.

35. TELEPHONE AND COMMUNICATION SERVICE ROUTING AND CONDUITS NOT SHOWN ON PLANS. CONTRACTOR SHALL INSTALL NECESSARY CONDUIT PRIOR TO PAVEMENT INSTALLATION. CONTRACTOR SHALL COORDINATE ROUTING AND INSTALLATION SCOPE WITH SERVICE PROVIDER.

36. ANY CONTRACTOR BIDDING ANY PORTION OF THIS WORK SHALL HAVE IN HIS OR HER POSSESSION A COMPLETE SET OF CONSTRUCTION DOCUMENTS AND BE FAMILIAR WITH ALL SCOPES OF WORK AND TRADES TO UNDERSTAND THEIR INTERACTIONS.

GENERAL UTILITY NOTES

1. THE SIZE AND LOCATION OF SERVICES SHALL BE VERIFIED WITH THE ARCHITECTURAL AND MEP PLANS PRIOR TO CONSTRUCTION. IF DISCREPANCIES EXIST, THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY.
2. IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING SLEEVING UNDER PAVING AREAS WHERE NECESSARY.
3. INSTALL ALL PIPE LENGTHS, BENDS AND FITTINGS NECESSARY FOR UTILITY CONNECTIONS.
4. CONTRACTOR SHALL VERIFY ALL CROSSING ELEVATIONS AND LOCATIONS, SIZES, AND ELEVATIONS OF EXISTING UTILITIES PRIOR TO CONSTRUCTION OF STORM LINES AND ALL UTILITY SERVICE CONNECTIONS. ANY CONFLICTS SHALL BE MADE KNOWN TO THE ENGINEER AND RESOLVED PRIOR TO CONSTRUCTION.
5. CONTRACTOR TO VERIFY FIRE SERVICE SIZE WITH SPRINKLER DESIGNER/CONTRACTOR PRIOR TO CONSTRUCTION AND INSTALLATION OF METER/BACKFLOW PREVENTER AND SERVICES. NOTIFY ENGINEER OF ALTERATIONS.
6. CONTRACTOR RESPONSIBLE FOR PAYING ALL TAP AND CONNECTION FEES AND SHALL CONTRACT AND PAY FOR ANY REQUIRED SUB CONTRACTORS BY UTILITY COMPANIES.
7. REFERENCE MEP PLANS FOR BUILDING CONNECTIONS.
8. CONTRACTOR TO REPAIR ALL AREA DAMAGED BY CONSTRUCTION TO EXISTING CONDITIONS OR BETTER.
9. BACK FLOW PREVENTION TO BE PROVIDED INSIDE BUILDING. SEE MEP AND ARCHITECTURAL PLANS FOR DETAILS.
10. LOCATION FOR POWER SHOWN IS APPROXIMATE AND SUBJECT TO CHANGE. CONTRACTOR TO VERIFY FINAL LOCATION AND DESIGN WITH UTILITY COMPANY PRIOR TO CONSTRUCTION.
11. CONTRACTOR TO COORDINATE LIGHT POLE LOCATIONS WITH OWNER, STORM SEWER INSTALLATION AND UTILITY COMPANIES PRIOR TO INSTALLATION TO AVOID CONFLICTS. NOTIFY ENGINEER AND ARCHITECT OF ANY CONFLICTS PRIOR TO INSTALLATION.
12. WATER METER CANNOT BE INSTALLED IN THE BUILDING.
13. CONTRACTOR SHALL COORDINATE CABLE/FIBER OPTIC CONDUIT AND SERVICE INSTALLATION WITH UTILITY COMPANY.
14. ALL TAPS AND CONNECTIONS FOR FIRE AND DOMESTIC WATER SERVICES ARE TO BE IN ACCORDANCE WITH THE CITY OF BLUE SPRINGS STANDARDS AND SPECIFICATIONS.
15. CONTRACTOR TO COORDINATE POWER ROUTING TO MONUMENT SIGNS NOT SHOWN ON PLANS.
16. ALL ROOF DRAIN AND DOWNSPOUT HEADER PIPES SHALL BE 12" HDPE PIPE AND INSTALLED AT 1.00% MINIMUM SLOPE UNLESS OTHERWISE NOTED WITHIN THIS PLAN. ALL BENDS AND FITTINGS NEEDED TO BUILD ROUTING AS SHOWN SHALL BE INCLUDED IN BID.
17. CONTRACTOR SHALL PROVIDE AND INSTALL ALL NECESSARY FITTINGS TO COMPLETE ROOF DRAIN AND DOWNSPOUT CONNECTIONS TO BUILDINGS. ALL ROOF DRAIN AND DOWNSPOUT CONNECTIONS / FITTINGS, INCLUDING BUT NOT LIMITED TO BENDS AND TEES, SHALL BE MADE OF HDPE PIPE UNLESS OTHERWISE NOTED WITHIN THIS PLAN.

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TEL 913.381.1170
www.olsson.com

JENNIFER PANTONI
NUMBER PE-2010021004
PROFESSIONAL ENGINEER
STATE OF MISSOURI

REV. NO.	DATE	BY	REVISIONS

GENERAL NOTES
CONSTRUCTION DOCUMENTS

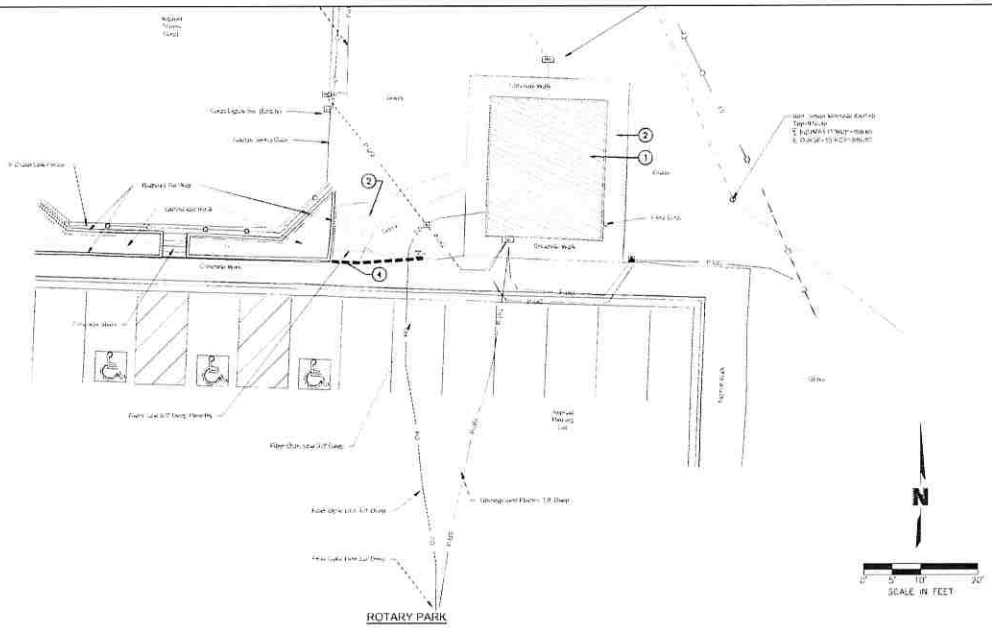
RESTROOM REPLACEMENT
ROTARY PARK & WARD PARK

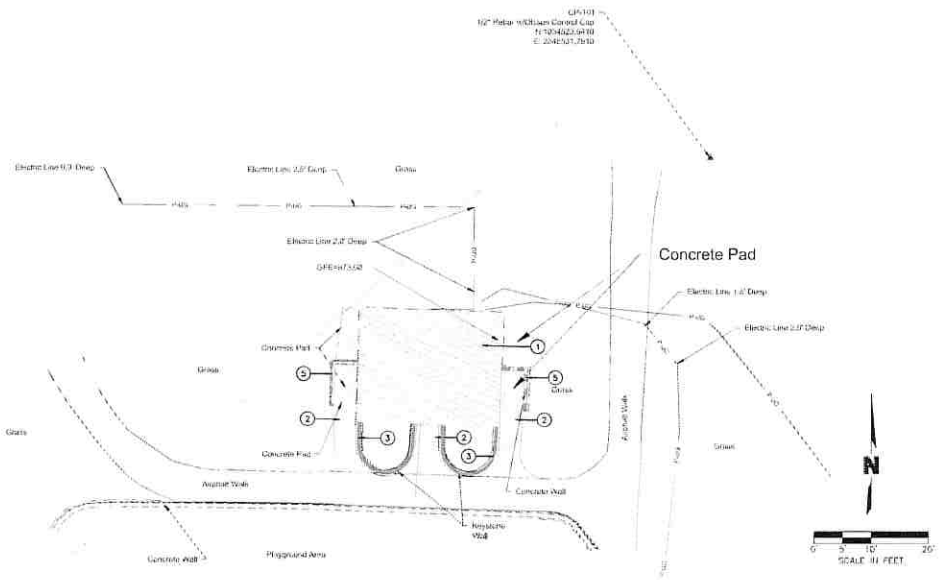
BLUE SPRINGS, MO

2024

SHEET
C101

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DATE: Apr 12, 2024 - 4:14pm XREFS: C:\APPS\...\401746.ctb





DEMOLITION NOTES

1. CONTRACTOR TO PRESERVE ALL SURVEY CONTROL.
2. CONTRACTOR TO COMPLETE DEMOLITION PER THE INTENT OF THESE PLANS.
3. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE ENGINEER MAKES NO GUARANTEES THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE ENGINEER HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. THIS INCLUDES PRIVATE AND PUBLIC UTILITIES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT KANSAS ONE CALL AT 1-800-344-7233 IN ADVANCE OF ANY EXCAVATION TO COORDINATE UTILITY LOCATIONS.
4. CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER EXISTING LINES NOT OF RECORD OR SHOWN ON THESE PLANS.
5. REMOVAL AND DISPOSAL OF BUSHES AND TREES SMALLER THAN 12" IN DIAMETER SHALL BE CONSIDERED SUBSIDIARY TO THE PRICE BID FOR CLEARING AND GRUBBING.
6. ALL ITEMS REMOVED SHALL BE LEGALLY DISPOSED OFF SITE BY THE CONTRACTOR.
7. DO NOT DISRUPT UTILITY SERVICE TO ADJACENT BUSINESSES OR RESIDENCES WITHOUT PRIOR WRITTEN APPROVAL BY THE ENGINEER.
8. DO NOT DISRUPT TRAFFIC ON ADJACENT PUBLIC STREETS WITHOUT PRIOR WRITTEN APPROVAL BY THE CITY.
9. ALL SIDEWALK AND PAVEMENT TO REMAIN SHALL BE PROTECTED IN PLACE INCLUDING PROTECTION FROM DAMAGE CAUSED BY REMOVAL OF ABUTTING PAVEMENT. CONTRACTOR SHALL SAW CUT WHERE NECESSARY.
10. CONTRACTOR SHALL GIVE NOTICE TO ALL UTILITY COMPANIES REGARDING DISCONNECTION, DEMOLITION, AND REMOVAL OF SERVICE LINES. CAP ALL LINES BEFORE PROCEEDING WITH WORK ON THIS CONTRACT.
11. CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANY CONCERNING PORTIONS OF WORK WHICH MAY BE PERFORMED BY THE UTILITY COMPANIES WORK FORCE AND ANY FEES WHICH ARE TO BE PAID TO THE UTILITY COMPANY FOR THEIR SERVICES.
12. CONTRACTOR SHALL PROTECT THE PUBLIC AT ALL TIME WITH FENCING, BARRICADES, ENCLOSURES, ETC. TO THE BEST PRACTICES AND AS APPROVED BY THE ENGINEER AND THE CITY.
13. DAMAGE TO ALL EXISTING CONDITIONS TO REMAIN SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
14. DEMOLITION OF BUILDINGS SHALL INCLUDE THE BUILDING STRUCTURE, PAD, FOOTINGS, FOUNDATIONS, BASEMENT WALLS, BASEMENT FLOORS, TRUCK DOCKS, STEPS, DECKS, ALL ITEMS REMAINING IN BUILDING, ALL BUILDING UTILITY SERVICES, SIDEWALKS, AND BACKFILLING AND RESTORING REMAINING EXCAVATIONS, BASEMENTS, AND TRENCHES PER SPECIFICATIONS.
15. REMOVE AND SALVAGE ALL EXISTING SIGNAGE IN THE DEMOLITION AREA. ALL SALVAGED LIGHT POLES, YARD LIGHTS, SIGNAGE & FLAG POLES, SHALL BE RETURNED TO CITY OF BLUE SPRINGS PUBLIC WORKS, INCLUDING FIXTURES, BASES AND WIRING.
16. ALL UTILITY DEMOLITION SHALL INCLUDE METERS, MANHOLES AND OTHER STRUCTURES ASSOCIATED WITH THE UTILITY SERVICE LINE.

KEY NOTE LEGEND	
(1)	REMOVE EXISTING BUILDING
(2)	REMOVE EXISTING PAVEMENT
(3)	REMOVE EXISTING KEYSTONE WALL
(4)	SAWCUT EXISTING PAVEMENT
(5)	REMOVE EXISTING CONCRETE WALL

LEGEND

—G—	GAS LINE	X_{GV}	GAS VALVE	Ⓣ	TELEPHONE MANHOLE
—OH—	OVERHEAD POWER LINE	GM	GAS METER	TP	TELEPHONE PEDESTAL
—S—	SANITARY SEWER LINE	⊞	SPRINKLER BOX	TB	TELEPHONE CABINET
—SD—	STORM LINE	Ⓢ	SANITARY SEWER MANHOLE	TS	TRAFFIC SIGNAL BOX
—UP—	UNDERGROUND POWER LINE	Ⓢ	STORM SEWER MANHOLE	TSP	TRAFFIC SIGNAL POLE
—UT—	UNDERGROUND TELEPHONE LINE	◑	SANITARY SEWER CLEANOUT	CB	CABLE BOX
—W—	WATER LINE	⊟	ELECTRIC BOX	FO	FIBER OPTIC BOX
△	SECTION CORNER	⊠	BREAKER BOX	TV	TELEVISION PEDESTAL
Ⓐ	ALUMINUM MONUMENT	EM	ELECTRIC METER	TB	TELEPHONE BOOTH
●	SET 1/2" REMAP W/LIC 114 CAP IN CONCRETE	▲	TRANSFORMER	AC	AIR CONDITIONING UNIT
○	FOUND 1/2" REBAR	⊕	POWER POLE	GB	GRATE INLET
○	FIRE HYDRANT	$\oplus_{LT}$	POWER POLE/W LIGHT	⊠	WOOD POST
X_{WV}	WATER VALVE	⟵	GUY WIRE	◉	BOLLARD
WM	WATER METER	○	LIGHT POLE	◉	STEEL POST
⊠	WATER METER PIT	○	YARD LIGHT	□	COLUMN
		◆	BOREHOLE LOCATION	$\square_{FP}$	FLAG POLE
				$\square_{BU}$	BUSH
				⊸	SIGN
					TREE

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STATE OF ALLEN
TERRY M. FRIESEN
NUMBER PE-2010010535
REGISTERED PROFESSIONAL ENGINEER

NO.	DATE	REVISION DESCRIPTION	BY

REVISIONS

DEMOLITION PLAN
CONSTRUCTION DOCUMENTS

RESTROOM REPLACEMENT
ROTARY PARK & WARD PARK

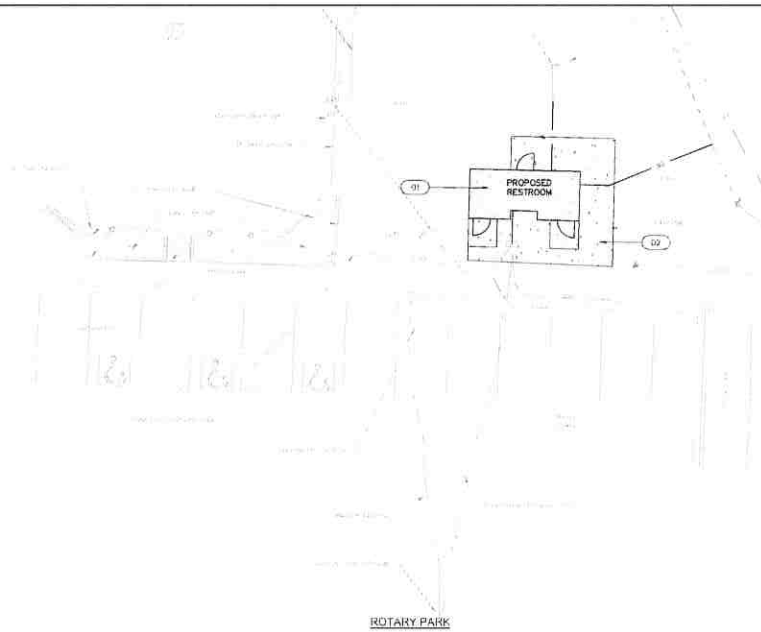
BLUE SPRINGS, MO

2024

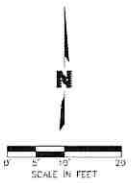
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APPROVED BY	
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PROJECT NO.	023-0745
DATE	04.01.2024

SHEET
C102

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ROTARY PARK



KEYNOTES: (04)

ROTARY PARK:

01 RESTROOM PLANS

02 CONCRETE SIDEWALK

LEGEND

PROPERTY LINE

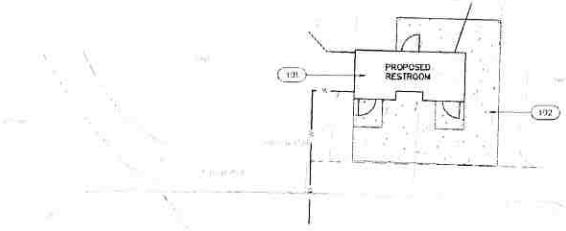
ASPHALT TRAIL/PAVEMENT

PCC PAVEMENT

SILT FENCE

CONSTRUCTION FENCE

CP-101
1/2" Rebar w/Black Control Cap
N 1089621.3010
E 2948531.7410



WARD PARK



KEYNOTES: (04)

WARD PARK:

101 RESTROOM PLANS

102 CONCRETE SIDEWALK



olsson

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STATE OF MISSOURI
DENNIS M. PARSONS
NUMBER PE-2010037005
PROFESSIONAL ENGINEER

REV. NO.	DATE	DESCRIPTION	BY

REVISIONS

SITE PLAN
CONSTRUCTION DOCUMENTS

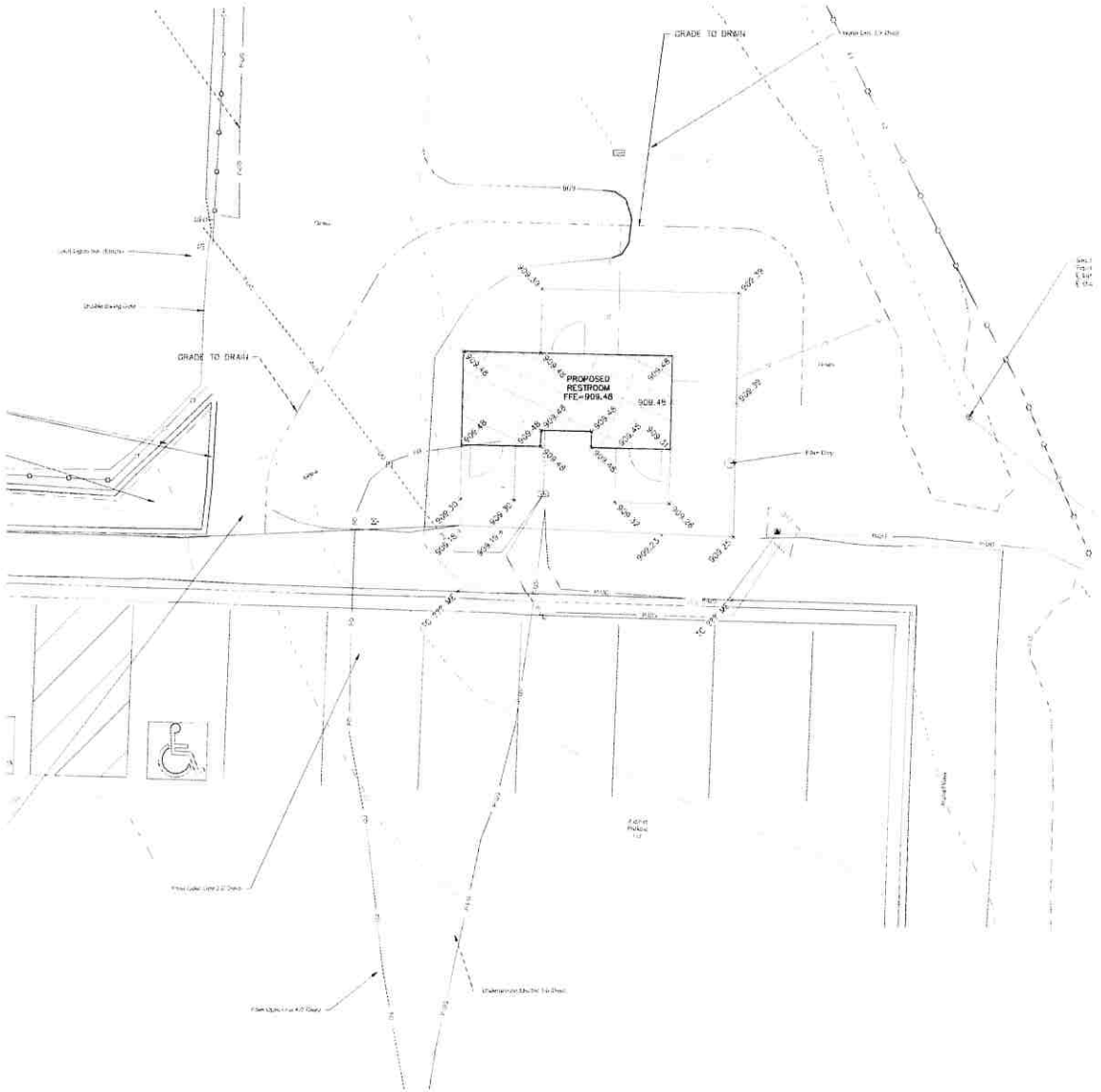
RESTROOM REPLACEMENT
ROTARY PARK & WARD PARK

BLUE SPRINGS, MO

2024

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NOTES:

1. CONTRACTOR TO REMOVE AND REPLACE ALL SIDEWALK NECESSARY FOR CONNECTION TO EXISTING.
2. ALL ADA ACCESSIBLE SIDEWALK CROSS SLOPES SHALL HAVE A MAXIMUM CROSS SLOPE OF 2.00% AND MAXIMUM LONGITUDINAL SLOPE OF 5.00%.
3. ALL ADA ACCESSIBLE PARKING AREAS SHALL NOT EXCEED 2.00% IN ANY DIRECTION.

SPOT ELEVATION LEGEND

ALL SPOT ELEVATIONS ARE TOP OF PAVEMENT ELEVATION UNLESS NOTED OTHERWISE. REFER PLAN VIEW, LEGEND AND DETAILS FOR CURB TYPE AND TO CALCULATE TOP OF CURB ELEVATION.

TC=	TOP OF CURB
FG=	FINISHED GRADE WITHIN GREENSPACE
TS=	TOP OF STRUCTURE
TP=TC=	CURB DEPRESSED TO BE FLUSH WITH ADJACENT PAVEMENT
HP,T,=	HIGH POINT
LP=	LOW POINT
ME=	MATCH EXISTING
FF,E=	FINISH FLOOR ELEVATION AT TOP OF SLAB

LEGEND

- PROPERTY LINE
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- 958 PROPOSED MAJOR CONTOUR
- 958 PROPOSED MINOR CONTOUR

N

0' 2.5' 5' 10'
SCALE IN FEET

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STATE OF MISSOURI
TERRY M. PASONS
NUMBER PE-2010018588
PROFESSIONAL ENGINEER

REV. NO.	DATE	REVISIONS DESCRIPTION	BY

REVISIONS

GRADING PLAN - ROTARY PARK
CONSTRUCTION DOCUMENTS

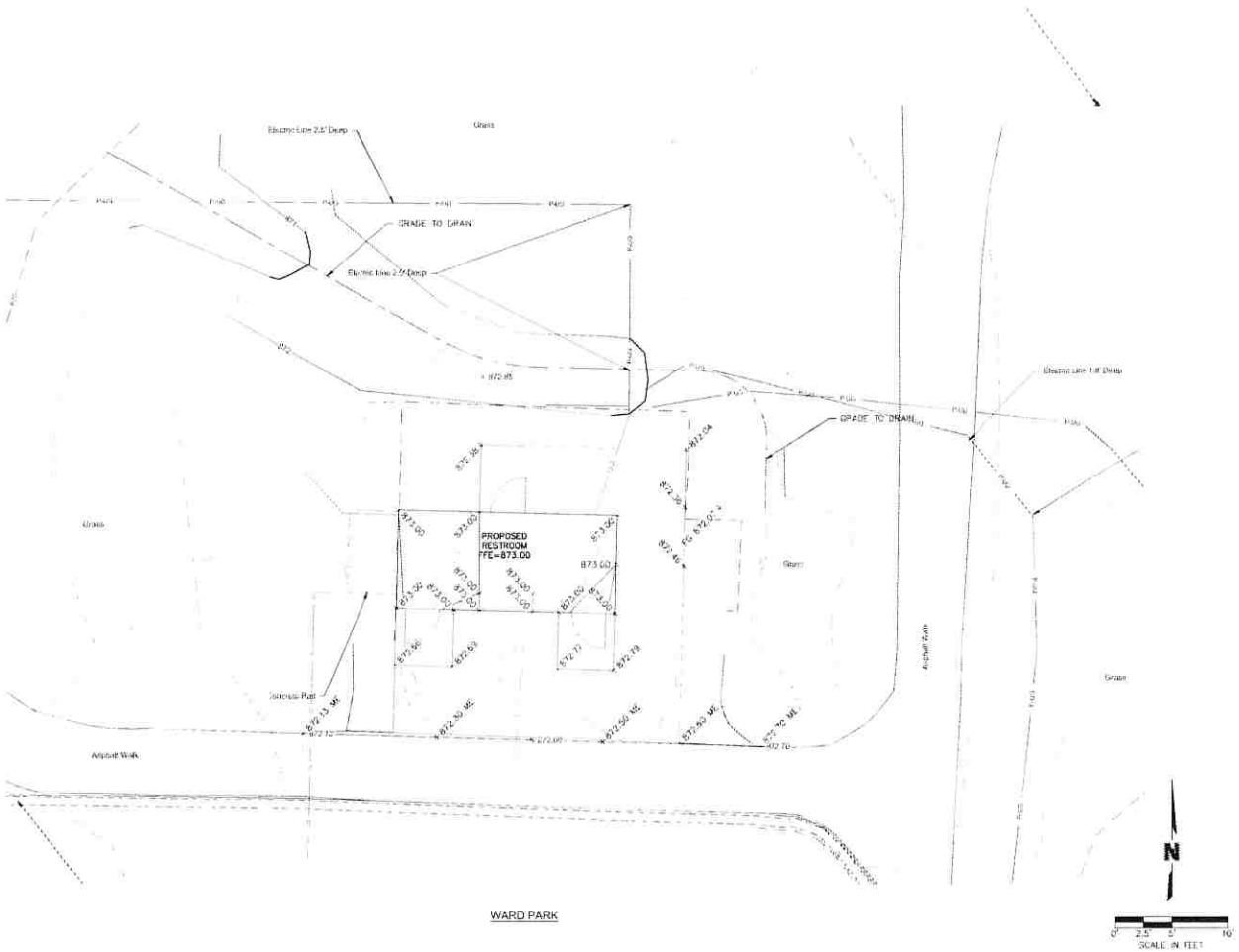
RESTROOM REPLACEMENT
ROTARY PARK & WARD PARK

BLUE SPRINGS, MO

2024

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WARD PARK

NOTES:

1. CONTRACTOR TO REMOVE AND REPLACE ALL SIDEWALK NECESSARY FOR CONNECTION TO EXISTING.
2. ALL ADA ACCESSIBLE SIDEWALK CROSS SLOPES SHALL HAVE A MAXIMUM CROSS SLOPE OF 2.00% AND MAXIMUM LONGITUDINAL SLOPE OF 5.00%.
3. ALL ADA ACCESSIBLE PARKING AREAS SHALL NOT EXCEED 2.00% IN ANY DIRECTION.

SPOT ELEVATION LEGEND

ALL SPOT ELEVATIONS ARE TOP OF PAVEMENT ELEVATION UNLESS NOTED OTHERWISE. REF. PLAN VIEW, LEGEND AND DETAILS FOR CURB TYPE AND TO CALCULATE TOP OF CURB ELEVATION.

TC=	TOP OF CURB
FG=	FINISHED GRADE WITHIN GREENSPACE
TS=	TOP OF STRUCTURE
TP=/TC=	CURB DEPRESSED TO BE FLUSH WITH ADJACENT PAVEMENT
HP/TP=	HIGH POINT
LP=	LOW POINT
ME=	MATCH EXISTING
FFE=	FINISH FLOOR ELEVATION AT TOP OF SLAB

LEGEND

- PROPERTY LINE
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- 938 PROPOSED MAJOR CONTOUR
- 939 PROPOSED MINOR CONTOUR

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STATE OF MISSOURI
TERRY M. PARSONS
NUMBER PE-2009020226
PROFESSIONAL ENGINEER

REV. NO.	DATE	REVISIONS DESCRIPTION	BY

GRADING PLAN - WARD PARK
CONSTRUCTION DOCUMENTS

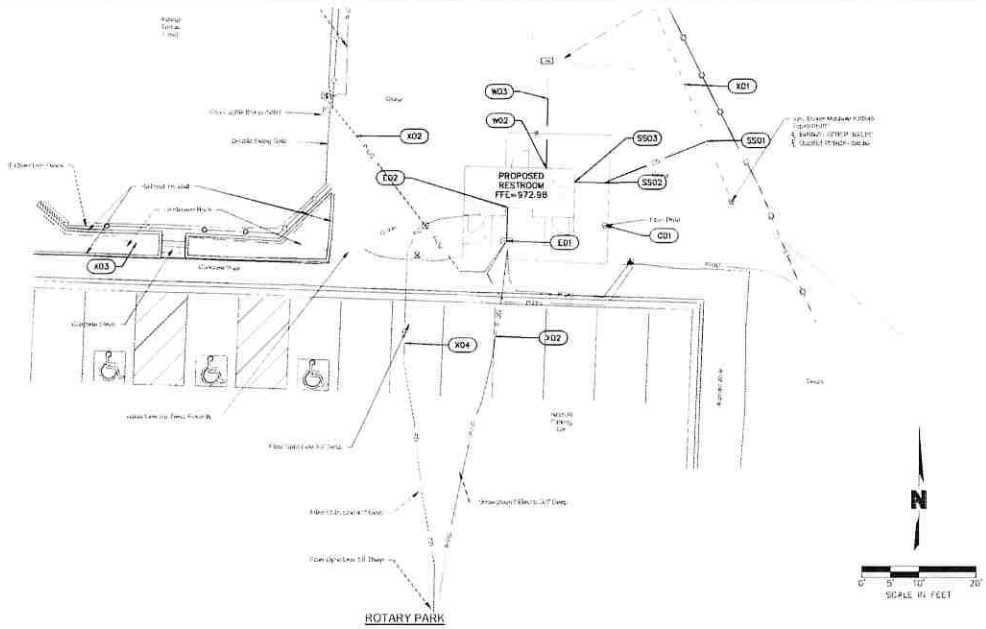
RESTROOM REPLACEMENT
ROTARY PARK & WARD PARK

BLUE SPRINGS, MO

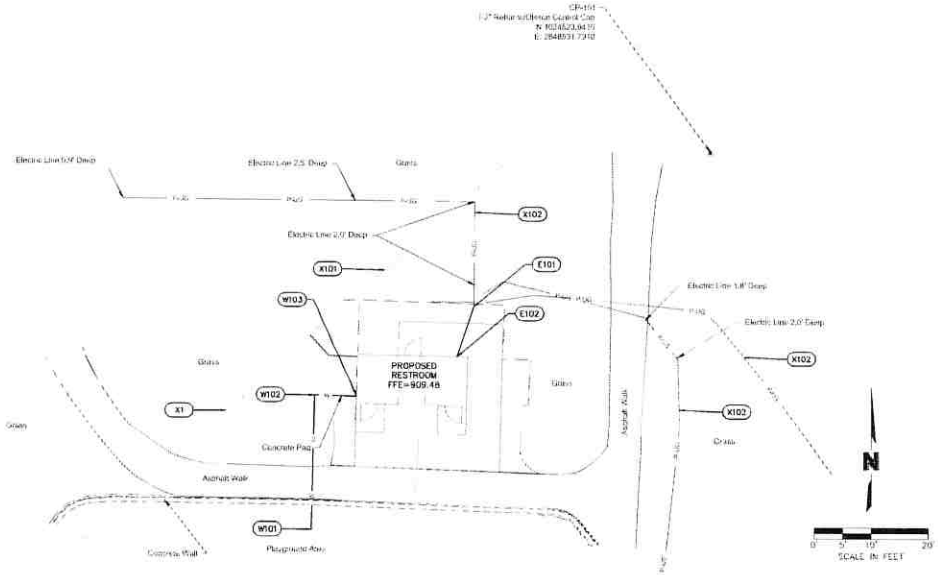
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ROTARY PARK



WARD PARK

LEGEND

- PROPERTY LINE
- W — W — INSTALL WATER LINE
- UGE — UGE — INSTALL ELECTRICAL LINE
- SS — SS — INSTALL SANITARY SEWER SERVICE

UTILITY KEYNOTES: (1 OF 2)

ROTARY PARK

EXISTING:

X01 EXISTING 4"PVC SANITARY SERVICE LINE TO REMAIN

X02 EXISTING UNDERGROUND POWER TO REMAIN

X03 EXISTING 1½" WATER METER IN PIT TO REMAIN

X04 EXISTING UNDERGROUND FIBER TO REMAIN

ELECTRICAL:

E01 RELOCATE EXISTING METER TO WALL OF PROPOSED BUILDING. PRESERVE LIGHTING CONTROL FOR TENNIS COURTS. CONTRACTOR TO RELOCATE EXISTING 3" PVC CONDUIT FOR UNDERGROUND SERVICE. INSTALL CONDUIT AND SERVICE PER UTILITY PROVIDER STANDARDS AND SPECIFICATIONS. LOCATION AND FINAL CONDUIT NUMBER AND SIZE PER COORDINATION WITH UTILITY PROVIDER.

E02 CONNECT TO BUILDING SERVICE RE:MEP

SANITARY SEWER SERVICE:

SS01 CONNECT TO EXISTING 4" SANITARY SERVICE WITH STANDARD CLEANOUT (FL=921.72)
INSTALL 40 LF OF 4" PVC (SDR-26) WITH FITTINGS AS SHOWN
PRIOR TO BEGINNING CONSTRUCTION, - CONTRACTOR SHALL LOCATE EXISTING SANITARY SEWER SERVICE, VERIFYING LOCATION AND DEPTH AND REPORT ANY DISCREPANCIES TO ENGINEER.

SS02 INSTALL 45° ELBOW (FL=922.04)

SS03 CONNECT SERVICE LINE TO BLDG. RE: MEP
INV. EL. = 922.30

DOMESTIC WATER:

CONTRACTOR SHALL VERIFY EXISTING METER AND SERVICE LINE AND REPORT ANY DISCREPANCIES TO ENGINEER.

W01 INSTALL 12 LF OF 1½" TYPE K COPPER WITH FITTINGS FOR DOMESTIC WATER SERVICE (MIN COVER=42"). CONNECT TO EXISTING SERVICE LINE AND ROUTE TO PROPOSED BUILDING CONNECTION (RE:MEP)

W02 CONNECT SERVICE LINE TO BLDG. RE:MEP.

COMMUNICATION:

C01 RELOCATE FIBER DROP TO BUILDING. COORDINATE WITH PROVIDER.

UTILITY KEYNOTES: (2 OF 2)

WARD PARK

EXISTING:

X101 EXISTING SANITARY MAIN TO REMAIN

X102 EXISTING UNDERGROUND POWER TO REMAIN

ELECTRICAL:

E101 CONTRACTOR TO INSTALL EXISTING 3" PVC CONDUIT FOR KCP&L UNDERGROUND SERVICE. INSTALL CONDUIT AND SERVICE PER KCP&L STANDARDS AND SPECIFICATIONS. LOCATION AND FINAL CONDUIT NUMBER AND SIZE PER COORDINATION WITH KCP&L.

E102 CONNECT TO BUILDING SERVICE RE:MEP

E103 INSTALL TRANSFORMER PAD PER KCP&L STANDARDS.

SANITARY SEWER SERVICE:

SS101 INSTALL 8x8x4 PVC TEE ON EXISTING 8" SANITARY MAIN (FL=918.03)
INSTALL 60 LF OF 4" PVC (SDR-26) WITH FITTINGS AS SHOWN
PRIOR TO BEGINNING CONSTRUCTION, - CONTRACTOR SHALL LOCATE EXISTING SANITARY SEWER SERVICE, VERIFYING LOCATION AND DEPTH AND REPORT ANY DISCREPANCIES TO ENGINEER.

SS102 INSTALL STANDARD CLEANOUT (FL=918.57)

SS103 INSTALL 45° ELBOW (FL=918.99)

SS104 CONNECT SERVICE LINE TO BLDG. (FL=919.14 RE:MEP)

DOMESTIC WATER:

CONTRACTOR SHALL VERIFY EXISTING METER AND SERVICE LINE AND REPORT ANY DISCREPANCIES TO ENGINEER.

W101 TAP EXISTING 12" DIP MAIN. INSTALL 73 LF OF 1½" TYPE K COPPER WITH FITTINGS FOR DOMESTIC WATER. CONNECT TO EXISTING METER AND ROUTE TO PROPOSED BUILDING CONNECTION PER CITY STANDARDS (RE:MEP)

W102 INSTALL METER PIT PER CITY STANDARDS AND INSTALL 1½" CITY PROVIDED METER.

W103 CONNECT SERVICE LINE TO BLDG. RE:MEP.

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TEL 913.381.1170
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TERRY PARSONS
NUMBER PE-2010018565
07/02/24

REV NO	DATE	REMARKS DESCRIPTION	BY

REVISIONS

UTILITY PLAN
CONSTRUCTION DOCUMENTS

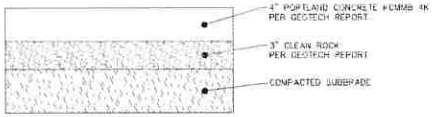
RESTROOM REPLACEMENT
ROTARY PARK & WARD PARK

BLUE SPRINGS, MO

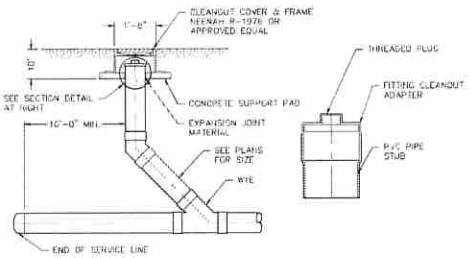
2024

SHEET
C400

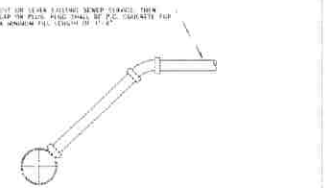
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PCC PAVEMENT SECTION
NOT TO SCALE



ONE-WAY WYE CLEANOUT DETAIL
NOT TO SCALE



SANITARY SEWER SERVICE DEMOLITION

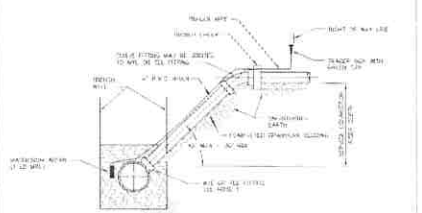
NOTE: CONTACT BLUE SPRINGS PUBLIC WORKS AT (816)228-0185 BEFORE PERFORMING DISCONNECTION.

Blue Springs Missouri

STANDARD DETAILS
SEWER SERVICE DEMOLITION

NO.	DATE	BY	REVISIONS
1	10/24	DM	GENERAL UPDATE

DRAWN BY: SPC | DATE: 10-19-23
DETAIL NO.: SAN-01 | SCALE: NO SCALE
APPROVED BY:



SEWER SERVICE CONNECTION DETAIL

NOTES:
1. WHERE PIPES OF MORE THAN SEWER CONSTRUCTION ARE REQUIRED WITHIN 5' FROM THE SEWER MAIN, AN EXTRA 90 DEGREE CONNECTION OR APPROVED EQUAL, MUST BE USED WITH 2' SPACERS MINIMUM TO CORRECTIONS ALLOWED WITHIN 1' OF THE PIPE JOINT.
2. SEWER MAIN TEE, SHALL BE CONSTRUCTED OF SDR 26 PVC PIPE AND HAVE A 45 DEGREE TEE OR EQUAL.
3. SEWER SERVICE LINE SHALL EXTEND TO 1' BEYOND THE RIGHT OF WAY OR EASEMENT LINE FOR NEW CONSTRUCTION.
4. ALL NON-CONFORMITIES IN SEWER CURB LINE SHALL BE REPAIRED / REPLACED WITH A MANHOLE, DETAIL, AT MAINE SEALS, AND PLUGGED WATER.
5. UNDISTURBED TRENCH DETAIL SHALL BE PLACED ON QUALITY SEWER STUBS (AT LEAST 5' AWAY FROM THE SANITARY MAIN). TRENCH DETAIL SHALL EXTEND AT BELOW THE BOTTOM OF THE PIPE LENGTH SHALL BE A MINIMUM OF 12". THE HEIGHT OF THE TRENCH CHECK SHALL EXTEND 12" ABOVE THE TOP OF THE PIPE THE WIDTH OF THE TRENCH CHECK SHALL BE THE WIDTH OF THE TRENCH.
6. IN-LINE TEE IS REQUIRED ON ALL SANITARY SEWERS. USE TEE IN THE MAIN WHEN IT IS THE FIRST TEE AND USE WHERE TEES SHALL BE CONSTRUCTED FROM PRIOR TRENCH AREA, BUT WAS NOT YET CONSTRUCTED. INSTALLATION OF THE APPROVED TEE(S) TRENCH AREA SHALL BE STRAIGHT SLEEVE CONNECTION, SHALL USED THE CONNECTION TRENCH AREA SHALL BE TAPED TO THE TEE OF THE SEWER SERVICE LINE WITH PLASTIC TAPE (LIKELY).
7. CONTRACTOR SHALL INSTALL MARKER BOARD SHALL BE USED OR APPROVED EQUAL. MARKER BOARD SHALL BE LOCATED WHERE TRENCH HAS TERMINATED, FLUSH WITH FINISH GRADE, DIRECTLY OVER THE SANITARY SEWER LINE AT THE RIGHT OF WAY LINE.

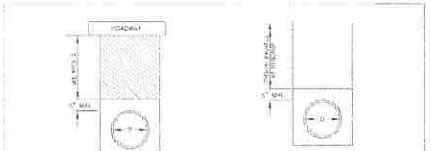
SEE MAIN SEWER CONNECTIONS (ALL):
1. ARE ONLY ALLOWED WITH PRIOR APPROVAL FROM THE CITY OF BLUE SPRINGS PUBLIC WORKS DEPARTMENT (CITY/CUB-SITES).
2. MUST USE MASTER TEE (SEWER SADDLE) THE EXISTING MAIN, NEEDED IN ORDER TO CONNECT TO MANHOLE (SAN).
3. SHALL BE INSPECTED BY CITY ALL WORKS PRIOR TO BACKFILLING.

Blue Springs Missouri

STANDARD DETAILS
SANITARY SEWER SERVICE

NO.	DATE	BY	REVISIONS
1	10/24	DM	GENERAL UPDATE
2	04/25	MG	GENERAL UPDATE

DRAWN BY: SPC | DATE: 10-19-23
DETAIL NO.: SAN-02 | SCALE: NO SCALE
APPROVED BY:



LEGEND	
D	NOMINAL PIPE DIAMETER
	TRENCH WIDTH
	TAMPED GRANULAR BACKFILL (PROCTOR 95%)
	GRANULAR BEDDING

MINIMUM PIPE CLEARANCES (IN)		
D	SIDE (CLEARANCE EACH SIDE)	BOTTOM (CLEARANCE EACH SIDE)
0"-10"	6"	6"
12"-30"	9"	9"

SANITARY SEWER BEDDING GRADATION LIMITS (% PASSING)	
SIEVE SIZE	
1"	100
1/2"	90 - 100
3/8"	40 - 75
NO. 4	0 - 5
NO. 8	0 - 2

NOTES:
1. GRANULAR BEDDING SHALL MEET THE GRADATION REQUIREMENTS OF THE TABLE ABOVE. MATERIAL TO BE PLACED IN LIFT NOT THAN 8" LOOSE AND COMPACTED BY SLICING WITH A SHOVEL OR BY VIBRATING.
2. TAMPED GRANULAR BACKFILL (ASTM AB 3) THIS MATERIAL SHALL BE USED FOR ALL EXISTING AND PROPOSED STREET CROSSINGS FOR MAIN AND SERVICE LATERAL (ORIGINAL CUT).
3. TRENCH BACKFILL SHALL BE FINELY DIVIDED MATERIAL FREE FROM DEBRIS AND STONES, COMPACTED TO 90% MAXIMUM DENSITY.

SANITARY SEWER EMBEDMENT DETAILS

Blue Springs Missouri

STANDARD DETAILS
SANITARY SEWER EMBEDMENT

NO.	DATE	BY	REVISIONS
1	10/24	DM	GENERAL UPDATE
2	04/25	MG	GENERAL UPDATE

DRAWN BY: SPC | DATE: 10-19-23
DETAIL NO.: SAN-03 | SCALE: NO SCALE
APPROVED BY:

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STATE OF MISSOURI
TERRY S. PARSONS
NUMBER PE-2010018305
CIVIL
NATIONAL ENGINEER

REV. NO.	DATE	REVISIONS DESCRIPTION	BY

REVISIONS

STANDARD DETAILS
CONSTRUCTION DOCUMENTS

RESTROOM REPLACEMENT
ROTARY PARK & WARD PARK

BLUE SPRINGS, MO

2024

DRAWN BY:	SPC
CHECKED BY:	DMH
SUBMITTED:	
CHECKED:	DMH
DRAWING #:	013613.0043
JOB #:	013613.0043

SHEET
C501

DWG: F:\2024\013613-0043\01-Design\Autocad\Final Plans\Sheets\SDN\C_DTL01_02401746.dwg USER: bkimmich
DATE: Apr 11, 2024 - 4:20pm XREFS: C_TTL01_02401746

BUILDING CODE AND STANDARDS

2018 INTERNATIONAL BUILDING CODE (IBC 2018) WITH STANDARDS AS REFERENCED IN IBC CHAPTER 35.

STRUCTURAL DESIGN LOADS

	UNIFORM (PSF)	CONCENTRATED (LB)
DEAD LOAD - ACTUAL WEIGHT OF MATERIALS USED ADDING THE FOLLOWING		
ROOFING + MISC	10 PSF	
FLOOR LIVE & MISC LOADS		
BATHROOMS	60 PSF	
ROOF LIVE LOAD	20 PSF	
SNOW DESIGN DATA		
GROUND SNOW LOAD, P_g	20 PSF	
FLAT ROOF SNOW LOAD, P_f	20 PSF	
SNOW EXPOSURE FACTOR, C_e	1.0	
SNOW LOAD IMPORTANCE FACTOR, I_s	1.0	
THERMAL FACTOR, C_t	1.0	
WIND DESIGN DATA		
BASIC WIND SPEED, V_{ult} / V_{asd}	115 MPH/90 MPH	
RISK CATEGORY	II	
WIND EXPOSURE	C	
INTERNAL PRESSURE COEFFICIENT, GC_{pi}	±0.18	
EARTHQUAKE DESIGN DATA		
RISK CATEGORY	II	
SEISMIC IMPORTANCE FACTOR	1.0	
SITE CLASS	D	
SPECTRAL RESPONSE COEFFICIENTS	S_s = 0.045 g, S_1 = 0.156 g	
DESIGN SPECTRAL RESPONSE COEFF'S	S_{DS} = 0.074 g, S_{D1} = 0.074 g	
SEISMIC DESIGN CATEGORY	B	
GEOTECHNICAL DESIGN DATA		
NET ALLOWABLE SOIL BEARING PRESSURE	1,500 PSF	

MATERIAL DATA:

CONCRETE & REINFORCING	
CONCRETE WEIGHT	ALL CONCRETE SHALL BE NORMAL-WEIGHT
C.I.P. CONCRETE STRENGTH (MIN'Y. at 28 days)	4,500 PSI (AE) - EXTERIOR FLATWORK 4,500 PSI (AE) - FOOTINGS AND FOUNDATION WALLS
MAX WATER/CEMENT RATIO	0.45 UNLESS OTHERWISE NOTED
CEMENT TYPE	PORTLAND TYPE III - ASTM C150
AGGREGATES	REGULAR WEIGHT HARDROCK TYPE - ASTM C33
ADMIXTURES	ASTM C494
AIR-ENTRAINMENT	ASTM C260
REINFORCING STEEL	ASTM A615, GRADE 60, DEFORMED
WELDABLE REINFORCING STEEL	ASTM A706, GRADE 60, DEFORMED
PREFORMED EXPANSION JOINT (1/2", UON)	ASTM D1751

GENERAL NOTES

1. THE STRUCTURAL DRAWINGS ARE TO BE COORDINATED AND USED IN CONJUNCTION WITH THE CIVIL, MECHANICAL, ELECTRICAL AND PLUMBING DRAWINGS. VERIFY ALL DIMENSIONS AND ELEVATIONS WITH GENERAL ARRANGEMENT DRAWINGS AND IMMEDIATELY NOTIFY THE STRUCTURAL ENGINEER OF ANY DISCREPANCIES.
2. OLSSON SHALL NOT BE RESPONSIBLE FOR, NOR HAVE CHARGE OF, CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES FOR THE SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THIS PROJECT AND SHALL NOT BE RESPONSIBLE FOR CONTRACTOR'S FAILURE TO CARRY OUT WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
3. OLSSON SHALL NOT BE RESPONSIBLE FOR, NOR HAVE CONTROL OVER, THE ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS, ANY OF THEIR AGENTS OR EMPLOYEES, OR ANY OTHER PERSONS PERFORMING ANY OF THE WORK, OR FOR THE FAILURE OF ANY OF THEM TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
4. THE CONTRACTOR SHALL PROVIDE AND BE RESPONSIBLE FOR ALL TEMPORARY SHORING AND BRACING REQUIRED FOR THE CONSTRUCTION OF THIS PROJECT. ALL SHORING AND BRACING MEMBERS AND CONNECTIONS SHALL BE OF SUFFICIENT STRENGTH TO SUPPORT THE IMPOSED LOADS. TEMPORARY MEMBERS AND CONNECTIONS SHALL NOT BE REMOVED UNTIL PERMANENT MEMBERS ARE IN PLACE AND FINAL CONNECTIONS ARE MADE.
5. THE CONTRACTOR SHALL VERIFY IN FIELD ALL DIMENSIONS, ELEVATIONS, AND MEMBER SIZES AS SHOWN ON THE CONTRACT DRAWINGS FOR THE EXISTING CONSTRUCTION PRIOR TO THE DETAILING OR FABRICATION OF ANY NEW STRUCTURAL ELEMENT. THE CONTRACTOR SHALL DOCUMENT ANY CONSTRUCTION-RELATED DISCREPANCIES. PRIOR TO THE SCHEDULED START OF ANY DETAILING OR FABRICATION, THE CONTRACTOR SHALL FURNISH THE ABOVE INFORMATION IN THE FORM OF DETAILED SKETCHES TO THE STRUCTURAL ENGINEER FOR REVIEW.
6. THE CONTRACTOR SHALL PROVIDE ALL MEASURES AND PRECAUTIONS NECESSARY TO PREVENT DAMAGE AND/OR SETTLEMENT OF EXISTING OR NEW CONSTRUCTION INSIDE OR OUTSIDE THE PROJECT LIMITS DURING CONSTRUCTION. ANY DAMAGE TO NEW OR EXISTING CONSTRUCTION INSIDE OR OUTSIDE OF THE PROJECT LIMITS CAUSED BY CONSTRUCTION TECHNIQUES IS THE RESPONSIBILITY OF THE CONTRACTOR.
7. NO FIELD MODIFICATIONS TO ANY STRUCTURAL COMPONENTS SHALL BE MADE WITHOUT PRIOR APPROVAL BY THE STRUCTURAL ENGINEER. THIS INCLUDES, BUT IS NOT LIMITED TO, REVISIONS DUE TO MISLOCATION, MISFIT, OR ANY OTHER CONSTRUCTION ERRORS.
8. NO OPENING SHALL BE PLACED IN ANY STRUCTURAL MEMBER (OTHER THAN AS INDICATED ON APPROVED SHOP DRAWINGS) UNTIL THE LOCATION HAS BEEN APPROVED BY THE STRUCTURAL ENGINEER.
9. PROVIDE SLEEVE LAYOUTS FOR ALL PENETRATIONS THROUGH STRUCTURAL MEMBERS FOR ALL TRADES. LAYOUTS ARE TO BE SUBMITTED TO THE STRUCTURAL ENGINEER FOR REVIEW PRIOR TO CONSTRUCTION.
10. ALL DETAILS, SECTIONS, AND NOTES ON THE DRAWINGS ARE INTENDED TO BE TYPICAL FOR SIMILAR SITUATIONS ELSEWHERE UNLESS OTHERWISE NOTED. SEE GENERAL ARRANGEMENT DRAWINGS FOR DETAILS AND DIMENSIONS NOT INDICATED ON THE STRUCTURAL DRAWINGS.
11. MATERIALS AND EQUIPMENT SHALL BE STORED AND TRANSPORTED IN A MANNER SO AS NOT TO EXCEED THE ALLOWABLE CAPACITY OF THE CONSTRUCTION.
12. FOR LOCATIONS AND DIMENSIONS OF SLEEVES, CURBS, OPENINGS, AND DEPRESSIONS NOT SHOWN ON THE STRUCTURAL DRAWINGS, SEE CIVIL, MECHANICAL, ELECTRICAL AND PLUMBING DRAWINGS. CONTRACTOR SHALL VERIFY AND COORDINATE LOCATION OF ABOVE ITEMS WHETHER SHOWN ON THE STRUCTURAL DRAWINGS OR NOT.
13. EMBEDDED ITEMS, SUCH AS PIPE SLEEVES, CONDUITS, AND INSERTS, SHALL BE IN PLACE BEFORE CONCRETE PLACEMENT.
14. THE CONTRACTOR SHALL FOLLOW WRITTEN DIMENSIONS ONLY; DO NOT SCALE DRAWINGS.
15. THE CONTRACTOR SHALL TAKE EXTRAORDINARY PRECAUTIONS CONCERNING PRESERVATION OF THE BUILDING DURING DEMOLITION AND NEW CONSTRUCTION WORK. FURTHERMORE, THEY SHALL AGREE TO ASSUME ALL RESPONSIBILITY FOR THE PRESERVATION OF THIS PROPERTY.

SHOP DRAWINGS

1. ALL SHOP DRAWING SUBMITTALS SHALL BE AS DESCRIBED IN THE PROJECT SPECIFICATIONS OR IN THESE NOTES.
2. SHOP DRAWINGS AND RELATED MATERIALS PREPARED BY SUPPLIERS AND SUBCONTRACTORS SHALL BE REVIEWED BY THE GENERAL CONTRACTOR PRIOR TO SUBMITTING TO THE STRUCTURAL ENGINEER.
3. THE GENERAL CONTRACTOR SHALL REVIEW ALL SUBMISSIONS FOR CONFORMANCE WITH THE CONTRACT DOCUMENTS, MEANS, METHODS, TECHNIQUES, SEQUENCES, AND OPERATION OF CONSTRUCTION, TECHNICAL CONTENT, COORDINATION OF TRADES, DIMENSIONAL ACCURACY, SAFETY PRECAUTIONS AND PROGRAMS INCIDENTAL THERETO, ALL OF WHICH ARE THE SOLE RESPONSIBILITY OF THE GENERAL CONTRACTOR.
4. THE GENERAL CONTRACTOR SHALL APPROVE AND SO STAMP EACH SUBMISSION.
5. SHOP SUBMITTALS SHALL BE SUBMITTED IN A DIGITAL FORMAT. MULTIPLE COPIES OF DRAWINGS WILL NOT BE MARKED-UP WITH REVIEW COMMENTS.
6. THE STRUCTURAL DRAWINGS SHALL NOT BE USED AS BACKGROUNDS FOR THE PRODUCTION OF ANY SHOP DRAWINGS THAT ARE SUBMITTED FOR REVIEW.
7. ANY DEVIATIONS FROM THE ORIGINAL DESIGN OR DESIGN CRITERIA AS SPECIFIED ON THE "FOR CONSTRUCTION" DESIGN DOCUMENTS OF THE PROJECT SHALL BE BOLDLY NOTED AND BUBBLED ON THE SHOP DRAWINGS THAT ARE SUBMITTED FOR APPROVAL TO BRING TO THE EOR'S ATTENTION.
8. ALL CHANGES TO RESUBMITTED SHOP DRAWINGS SHALL BE BUBBLED.

EARTHWORK

1. "STOP!" CALL BEFORE YOU DIG! THE CONTRACTOR SHALL BE RESPONSIBLE TO CALL "811" AND COORDINATE FIELD LOCATIONS OF EXISTING UNDERGROUND UTILITIES PRIOR TO BEGINNING GRADING ACTIVITIES. NOTIFY THE STRUCTURAL ENGINEER WHENEVER CONFLICTS ARE ENCOUNTERED.
2. REFERENCE THE GEOTECHNICAL INVESTIGATION REPORT PREPARED BY OLSSON, DATED 4-16-2024. CONTRACTOR SHALL OBTAIN A COPY OF SAID REPORT AND ANY AVAILABLE ADDENDA OR SUPPLEMENTS AND FOLLOW ALL REQUIREMENTS SPECIFIED THEREIN.
3. SHALLOW FOUNDATIONS: CONTINUOUS WALL FOOTINGS HAVE BEEN DESIGNED TO BEAR ON FIRM NATIVE SOILS OR COMPACTED ENGINEERED FILL. REFER TO THE SOILS REPORT FOR SPECIFIC SOIL PREPARATION REQUIREMENTS.
4. GENERAL CONTRACTOR SHALL COMPACT EXPOSED FOOTING BOTTOMS AND EXPOSED AGGREGATE PIER SURFACES WITH HAND-OPERATED, MECHANICAL COMPACTION EQUIPMENT AFTER EACH FOOTING EXCAVATIONS IS COMPLETED AND PRIOR TO PLACING STEEL OR CONCRETE.
5. ALL UNSUITABLE SOILS SHALL BE REMOVED WITHIN THE EXCAVATION AREA OF THE FOUNDATIONS. ALL FOOTINGS SHALL BEAR ON VIRGIN SOIL OR PROPERLY PLACED AND COMPACTED ENGINEERED FILL.
6. FOUNDATIONS EXPOSED TO FROST SHALL BE PLACED SUCH THAT THE BOTTOM OF FOUNDATION IS AT LEAST 36" BELOW THE ADJACENT FINISHED GRADE.
7. SHOULD UNSUITABLE BEARING CONDITIONS BE ENCOUNTERED DURING EXCAVATION, NOTIFY THE OWNER, ARCHITECT, AND STRUCTURAL ENGINEER BEFORE CONTINUING WITH CONSTRUCTION.
8. THE CONTRACTOR MUST PROVIDE SURFACE DRAINAGE AND PUMPS TO PROTECT ALL EXCAVATION FROM FLOODING. FLOODING OF ANY EXCAVATION AFTER APPROVAL OF THE SUBGRADE WILL BE CAUSE FOR RE-PREPARATION AND RE-APPROVAL OF THE SUBGRADE.
9. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY MEASURES TO PREVENT ANY WATER, FROST, OR ICE FROM PENETRATING ANY FOOTING OR SLAB SUBGRADE BEFORE AND AFTER PLACING OF CONCRETE AND UNTIL SUCH SUBGRADES ARE FULLY PROTECTED BY THE PERMANENT BUILDING STRUCTURE.
10. RECORDS OF ANY EXISTING SUBGRADE INTERFERENCES, OTHER THAN THOSE INTERFERENCES SHOWN OR INDICATED ON THE CIVIL CONSTRUCTION DOCUMENTS, ARE NOT CURRENTLY AVAILABLE. DURING EXCAVATION WORK, INTERFERENCES MAY BE DISCOVERED. CONTRACTOR SHALL DOCUMENT CONSTRUCTION-RELATED DIMENSIONS OF ALL INTERFERENCES. CONTRACTOR SHALL FURNISH THE ABOVE INFORMATION IN THE FORM OF DETAILED SKETCHES TO THE STRUCTURAL ENGINEER FOR REVIEW.
11. THE CONTRACTOR SHALL REVIEW ALL EXISTING SITE CONDITIONS AND THE SUBSURFACE SOILS EXPLORATION REPORT AND ESTABLISH SPECIFIC "CONSTRUCTION PROCEDURES AND SEQUENCES" FOR THE EXCAVATION, COMPACTION, FILL, AND INSTALLATION OF THE NEW BUILDING FOUNDATION. SUBMIT THESE FOR REVIEW TO THE OWNER'S SOIL TESTING LABORATORY, OWNER'S REPRESENTATIVE, AND STRUCTURAL ENGINEER.
12. DO NOT BACKFILL AGAINST FOUNDATION WALLS UNTIL THE PERMANENT BELOW-GRADE LATERAL BRACING SYSTEM IS IN PLACE AND THE CONCRETE HAS ATTAINED FULL DESIGN STRENGTH.
13. SLABS-ON-GRADE SHALL BE PLACED OVER A 4" FREE DRAINING GRAVEL CAPILLARY BREAK LAYER OVER 15" LOW VOLUME CHANGE MATERIAL AS SPECIFIED BY THE GEOTECHNICAL ENGINEER. SEE GEOTECH REPORT FOR FURTHER INFORMATION.
14. REFER TO THE TESTING AND INSPECTION SECTION OF THESE NOTES FOR THE FOUNDATION TESTING AND INSPECTION REQUIREMENTS.

POST-INSTALLED ANCHORS

1. EXPANSION ANCHORS
   A. ALL EXPANSION ANCHORS INSTALLED INTO CONCRETE SHALL BE HILTI KWIK BOLT TZ OR APPROVED EQUIVALENT.
      a. MINIMUM EMBEDMENT, UNLESS OTHERWISE NOTED, SHALL BE
         - 4" FOR 1/2" DIAMETER.
         - 5" FOR 5/8" DIAMETER.
         - 6" FOR 3/4" DIAMETER.
   B. ALL EXPANSION ANCHORS INSTALLED INTO GROUT FILLED CONCRETE MASONRY SHALL BE HILTI KWIK BOLT 3 OR APPROVED EQUIVALENT.
      a. MINIMUM EMBEDMENT, UNLESS OTHERWISE NOTED, SHALL BE
         - 4" FOR 1/2" DIAMETER.
         - 5" FOR 5/8" DIAMETER.
         - 5" FOR 3/4" DIAMETER.
   C. ALL EXPANSION ANCHORS SHALL BE INSTALLED IN STRICT ACCORDANCE WITH MANUFACTURER'S GUIDELINES FOR INSTALLATION.
   D. SUBSTITUTE EXPANSION ANCHORS QUALIFIED PER ACI 355.2 AND ICC-ES AC193, SPEC. FS A-A-1923A, TYPE 4 MAY BE USED ONLY AFTER SUBMISSION OF TEST DATA OR DESIGN CHARTS AND APPROVAL BY ENGINEER.
2. ADHESIVE ANCHORS
   A. EPOXY: HILTI HIT-HY 200 WITH SAFESET APPLICATION OR AUTHORIZED EQUAL, UNLESS OTHERWISE SPECIFIED.
   B. MINIMUM EMBEDMENT SHALL BE 9 TIMES ANCHOR DIAMETER UNLESS OTHERWISE SPECIFIED OR LIMITED BY THICKNESS OF CONCRETE.
3. ALL POST-INSTALLED ANCHORS SHALL BE INSTALLED BY QUALIFIED INDIVIDUALS IN STRICT CONFORMANCE TO THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
4. ALL POST-INSTALLED AHCHORS SHALL CONFORM TO THE REQUIREMENTS OF THE MOST RECENT VERSIONS OF ACI 355.2 OR ACI 355.4.

STRUCTURAL CONCRETE

1. CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF
   A. ACI 301 - "SPECIFICATIONS FOR STRUCTURAL CONCRETE"
   B. ACI 302 - "GUIDE TO CONCRETE FLOOR AND SLAB CONSTRUCTION"
   C. ACI 311 - "ACI MANUAL OF CONCRETE INSPECTION"
   D. ACI 304 - "GUIDE FOR FOR MEASURING, MIXING, TRANSPORTING, AND PLACING CONCRETE"
   E. ACI 315 - "GUIDE TO PRESENTING REINFORCING STEEL DETAILS"
   F. ACI 318 - "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE"
   G. ACI 347 - "GUIDE TO FORM WORK FOR CONCRETE"
2. CONCRETE MIX FOR INTERIOR CONCRETE SLABS-ON-GRADE SHALL ADHERE TO THE FOLLOWING CRITERIA
   A. FLY ASH MAY REPLACE 15% OF PORTLAND CEMENT MAXIMUM.
      a. DO NOT USE POZZOLANS IN MIXES FOR FINISHED FLOOR SLABS.
   B. AGGREGATE SHALL BE WELL GRADED WITH 1-1/2" MAXIMUM DIAMETER.
   C. THE MIX SHALL CONTAIN NO ADMIXTURES THAT EXACERBATE SHRINKAGE.
3. CURE SPECIFIC CONCRETE ELEMENTS AS INDICATED BELOW:
   A. SLAB-ON-GRADE: MOISTURE-RETAINING COVER CURING.
4. LABORATORY TEST REPORTS OR MATERIAL CERTIFICATES FOR CONCRETE MATERIALS AND MIX DESIGN TEST DATA, IN CONFORMANCE WITH ACI STANDARDS, SHALL BE SUBMITTED FOR REVIEW FOR EACH TYPE OF CONCRETE TO BE USED. EACH SUBMITTED MIX DESIGN SHALL IDENTIFY THE APPLICATION FOR WHICH THE MIX WILL BE USED.
5. THE CONTRACTOR SHALL SUBMIT CHECKED, DETAILED REINFORCEMENT SHOP DRAWINGS SHOWING THE LOCATIONS AND DETAILING OF ALL FOOTINGS, WALLS, PIERS, BEAMS, COLUMNS, SLABS, CONSTRUCTION JOINTS, CONTROL JOINTS, ETC. PRIOR TO FABRICATION. DETAILS SHALL INCLUDE BAR SIZES, LAPS, SPACING, AND PLACEMENT.
6. THE MINIMUM CONCRETE COVER FOR CAST-IN-PLACE (NON-PRESTRESSED) CONCRETE SHALL BE IN ACCORDANCE WITH THE FOLLOWING.

A. CONCRETE CAST AGAINST/PERMANENTLY EXPOSED TO EARTH	3"
B. CONCRETE EXPOSED TO EARTH OR WEATHER	
a. NO. 6 THROUGH NO 18 BARS	2"
b. NO 5 BAR, W31 OR D31 WIRE, AND SMALLER	1 1/2"
C. CONCRETE NOT EXPOSED TO WEATHER OR IN CONTACT WITH GROUND	
a. SLABS, WALLS, JOISTS	
- NO 14 AND NO 18 BARS	1 1/2"
- NO. 11 BAR AND SMALLER	3/4"
b. BEAMS, COLUMNS	
- PRIMARY REINFORCEMENT	1 1/2"
c. TIES, STIRRUPS, SPIRALS	1 1/2"

7. PROVIDE LAP SPLICES AS INDICATED BELOW UNLESS OTHERWISE NOTED IN THE DRAWINGS.

BAR SIZE	SPLICE LENGTH TOP BARS*	SPLICE LENGTH OTHER BARS
#3	24"	19"
#4	32"	25"
#5	40"	31"
#6	48"	37"
#7	70"	54"
#8	80"	62"
#9	90"	69"
#10	76"	77"

*TOP BAR CONDITION OCCURS WHERE HORIZONTAL REINFORCEMENT IS PLACED SUCH THAT MORE THAN 12 INCHES OF FRESH CONCRETE IS CAST BELOW THE SPLICE.

8. ALL HOOKS SHALL BE "STANDARD" PER ACI SPECIFICATIONS.
9. MECHANICAL COUPLERS CAPABLE OF SUSTAINING 125% OF THE BAR ULTIMATE TENSILE CAPACITY MAY BE USED IN LIEU OF LAP SPLICES.
10. CORNER BARS MATCHING HORIZONTAL BARS SHALL BE PROVIDED AT ALL WALL CORNERS AND INTERSECTIONS.

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STATE OF MISSOURI
NICHOLAS A. ALBRECHT
E-2012037712
4/17/2024
PROFESSIONAL ENGINEER

REV NO.	DATE	REVISION DESCRIPTION
		REVISIONS

GENERAL NOTES

WARD PARK & ROTARY PARK RESTROOM BUILDINGS

BLUE SPRINGS, MO

2024

drawn by	NAA
checked by	CJC
approved by	CJC
QA/QC by	
project no.	024-01748
drawing no.	
date	04-17-2024

SHEET
S000

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IBC SCHEDULE OF SPECIAL INSPECTION SERVICES

INSPECTION ITEM REQUIRED	FREQUENCY		CODE REFERENCE	REMARKS
	CONTINUOUS	PERIODIC		
GENERAL				
CONDUCT WEEKLY VISUAL OBSERVATIONS OF THE STRUCTURAL SYSTEMS FOR GENERAL CONFORMANCE TO THE CONSTRUCTION DOCUMENTS AND PREPARE WEEKLY REPORTS OF OBSERVATIONS DESCRIBING WORK PROGRESS AND NON-CONFORMING ITEMS		X		
EARTHWORK				
VERIFY MATERIAL BELOW SHALLOW FOUNDATIONS ARE ADEQUATE TO ACHIEVE THE DESIGN BEARING CAPACITY.		X		
VERIFY EXCAVATIONS ARE EXTENDED TO PROPER DEPTH AND HAVE REACHED PROPER MATERIAL		X		ALL FOOTING AND PILE CAP EXCAVATIONS SHALL BE OBSERVED AND APPROVED PRIOR TO CONCRETE PLACEMENT
PERFORM CLASSIFICATION AND TESTING OF COMPACTED FILL MATERIALS		X		TEST EACH SOURCE
DURING FILL PLACEMENT, VERIFY USE OF PROPER MATERIALS AND PROCEDURES IN ACCORDANCE WITH THE PROVISIONS OF THE APPROVED GEOTECHNICAL REPORT. VERIFY DENSITIES AND LIFT THICKNESSES DURING PLACEMENT AND COMPACTION OF COMPACTED FILL	X			
DURING PLACEMENT OF COMPACTED FILL, INSPECT SUBGRADE AND VERIFY THAT SITE HAS BEEN PREPARED PROPERLY		X		
OBSERVE PROOF ROLLING OF SUBGRADE PRIOR TO FILL PLACEMENT				COORDINATE FREQUENCY WITH GEOTECHNICAL REQUIREMENTS
TESTING AND EVALUATION OF IN-PLACE DENSITY OF COMPACTED FILL AS WORK PROGRESSES		X		ONE DENSITY TEST FOR EACH LIFT, DAYS OPERATION, OR 5000 SQ. FT. OF FILL AREA
INSPECT VAPOR RETARDER FOR CONFORMANCE WITH MANUFACTURERS WRITTEN INSTALLATION INSTRUCTIONS		X		

IBC SCHEDULE OF SPECIAL INSPECTION SERVICES

INSPECTION ITEM REQUIRED	FREQUENCY		CODE REFERENCE	REMARKS
	CONTINUOUS	PERIODIC		
CONCRETE & REINFORCING STEEL				
INSPECT REINFORCEMENT AND VERIFY PLACEMENT PRIOR TO CLOSING OF FORMS AND ARRIVAL OF CONCRETE TO THE JOB-SITE		X	IBC: 1908.4 ACI 318, CH. 20, 25.2, 25.3, 26.6.1-26.6.3	
REINFORCING BAR WELDING:				
a. VERIFY WELDABILITY OF REINFORCING BARS OTHER THAN ASTM A706		X	AWS D1.4 ACI 318: 26.6.4	
b. INSPECT SINGLE-PASS FILLET WELDS, MAXIMUM 5/16"		X		
c. INSPECT ALL OTHER WELDS	X			
OBSERVE & VERIFY PLACEMENT OF EMBEDDED BOLTS & RODS PRIOR TO CONCRETE PLACEMENT	X			
INSPECT ANCHORS CAST IN CONCRETE		X	ACI 318: 17.8.2	
INSPECT ANCHORS POST-INSTALLED IN HARDENED CONCRETE MEMBERS				SPECIFIC REQUIREMENTS FOR SPECIAL INSPECTION SHALL BE INCLUDED IN THE RESEARCH REPORT FOR THE ANCHOR ISSUED BY AN APPROVED SOURCE IN ACCORDANCE WITH 17.8.2 IN ACI 318, OR OTHER QUALIFICATION PROCEDURES. WHERE SPECIFIC REQUIREMENTS ARE NOT PROVIDED, SPECIAL INSPECTION REQUIREMENTS SHALL BE SPECIFIED BY THE REGISTERED DESIGN PROFESSIONAL AND SHALL BE APPROVED BY THE BUILDING OFFICIAL PRIOR TO COMMENCEMENT OF THE WORK
a. ADHESIVE ANCHORS INSTALLED IN HORIZONTALLY OR UPWARDLY INCLINED ORIENTATIONS TO RESIST SUSTAINED TENSION LOADS	X		ACI 318: 17.8.2.4	
b. MECHANICAL ANCHORS AND ADHESIVE ANCHORS NOT DEFINED ABOVE		X	ACI 318: 17.8.2	
VERIFY USE OF REQUIRED MIX DESIGN		X	IBC: 1904.1, 1904.2, 1908.2, 1908.3 ACI 318: CH. 19, 26.4.3, 26.4.4	
PRIOR TO CONCRETE PLACEMENT, FABRICATE SPECIMENS FOR STRENGTH TESTS, PERFORM SLUMP AND AIR CONTENT TESTS, AND DETERMINE THE TEMPERATURE OF THE CONCRETE	X		IBC: 1908.10 ASTM: C172, C31 ACI 318: 26.5, 26.12	ADDITIONAL CYLINDERS SHALL BE MADE AS NEEDED FOR EARLY FORM REMOVAL NOTE: TWO 6X12 OR 4X8 CYLINDERS ARE REQUIRED FOR AN ACCEPTABLE TEST.
SAMPLE CONCRETE SPECIMENS FOR STRENGTH TESTS TO BE PERFORMED IN LAB. A MINIMUM OF FIVE (5) CYLINDERS SHALL BE MADE. TEST TWO AT 7 DAYS AND TWO AT 28 DAYS. THE 5TH CYLINDER SHALL BE HELD IN RESERVE	X			OBTAIN ONE COMPOSITE SAMPLE FOR EACH 100 CUBIC YARDS OR FRACTION THEREOF OF EACH CONCRETE MIX PLACED EACH DAY. WHEN FREQUENCY OF TESTING WILL PROVIDE FEWER THAN FIVE COMPRESSIVE STRENGTH TESTS FOR EACH CONCRETE MIX, TESTING SHALL BE CONDUCTED FROM AT LEAST FIVE RANDOMLY SELECTED BATCHES OR FROM EACH BATCH IF FEWER THAN FIVE ARE USED.
PERFORM CONCRETE STRENGTH TESTING		X		
MAINTAIN A SPREADSHEET SHOWING DATE, SEQUENTIAL ORDER OF STRENGTH TEST RESULTS, AND INDICATE RUNNING AVERAGE	X		ACI 318 PAR. 5.2	
INSPECT CONCRETE PLACEMENT FOR PROPER APPLICATION TECHNIQUES	X		IBC: 1908.6, 1908.7, 1908.9 ACI 318: 26.5	
VERIFY MAINTENANCE OF SPECIFIED CURING TEMPERATURE AND TECHNIQUES		X	IBC: 1908.9 ACI 318: 26.5.3-26.5.5	
VERIFY THAT THE NECESSARY DESIGN STRENGTH HAS BEEN REACHED PRIOR TO THE REMOVAL OF FORMS		X		

STRUCTURAL ABBREVIATIONS

AE	AIR ENTRAINING	KLF	KIPS PER LINEAR FOOT
AFF	ABOVE FINISHED FLOOR	LB, #	POUNDS
AHU	AIR HANDLING UNIT	LH	LEFT HAND
ALT	ALTERNATE	LL	LIVE LOAD
APPROX	APPROXIMATELY	LLH	LONG LEG HORIZONTAL
ARCH	ARCHITECT(URAL)	LLV	LONG LEG VERTICAL
BF	BOTTOM OF	LVL	LAMINATED VENEER LUMBER
BLDG	BUILDING	MAX	MAXIMUM
BM	BEAM	MECH	MECHANICAL
BOT	BOTTOM	MEP	MECHANICAL, ELECTRICAL, PLUMBING
BRG	BEARING	MFR	MANUFACTURER
C	COMPRESSION	MIN	MINIMUM
CA	CAISSON	MISC	MICELLANEOUS
CIP	CAST-IN-PLACE	NA	NOT APPLICABLE
CJ	CONTROL JOINT	NO, #	NUMBER
CL	CENTERLINE	NTS	NOT TO SCALE
CLR	CLEAR	OC	ON CENTER
CMU	CONCRETE MASONRY UNIT	OCEW	ON CENTER EACH WAY
COL	COLUMN	OD	OUTSIDE DIAMETER
CONC	CONCRETE	OH	OPPOSITE HAND
CONN	CONNECTION	PEMB	PRE-ENGINEERED METAL BUILDING
CONST	CONSTRUCTION	PJF	PREMOLDED JOINT FILLER
CONT	CONTINUE(D)(OUS)	PL	PLATE
DBA	DEFORMED BAR ANCHOR	PLF	POUNDS PER LINEAR FOOT
DBL	DOUBLE	PSF	POUND PER SQUARE FOOT
DET	DETAIL	PSI	POUND PER SQUARE INCH
DIA	DIAMETER	PT	POST TENSION(ED)
DIM	DIMENSION(S)	QTY	QUANTITY
DL	DEAD LOAD	R	RADIUS
DP	DRILLED PIER	REINF	REINFORCE(D)
DWG	DRAWING	REV	REVISED/REVISION
EA	EACH	RH	RIGHT HAND
ECC	ECCENTRICITY	RO	ROUGH OPENING
EF	EACH FACE	RTU	ROOF TOP UNIT
EJ	EXPANSION JOINT	SF	SQUARE FOOT
ELEV	ELEVATION	SIM	SIMILAR
EOR	ENGINEER OF RECORD	SPEC	SPECIFICATION
EQ	EQUAL	SS	STAINLESS STEEL
EQUIP	EQUIPMENT	STD	STANDARD
ES	EACH SIDE	T	TENSION
EW	EACH WAY	T&B	TOP AND BOTTOM
EWEF	EACH WAY EACH FACE	T&G	TONGUE AND GROVE
FF	FINISHED FLOOR	TF	TOP OF
FND	FOUNDATION	TBD	TO BE DETERMINED
FT	FEET (FOOT)	TYP	TYPICAL
FTG	FOOTING	UON	UNLESS OTHERWISE NOTED
GA	GAUGE	V	SHEAR
GALV	GALVANIZED	VERT	VERTICAL
GB	GRADE BEAM	VIF	VERIFY IN FIELD
GL	GLUE LAMINATE TIMBER	W/	WITH
HORZ	HORIZONTAL	W/O	WITHOUT
HS	HEADED STUD	WG	WORKABLE GAGE
ID	INSIDE DIAMETER	WP	WORKING POINT
K	KIP (1000 POUNDS)	WWR	WELDED WIRE REINFORCEMENT

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STATE OF MISSOURI
PROFESSIONAL ENGINEER
4/17/2024

REV NO.	DATE	REVISION DESCRIPTION

REVISIONS

SPECIAL INSPECTIONS

WARD PARK & ROTARY PARK RESTROOM BUILDINGS

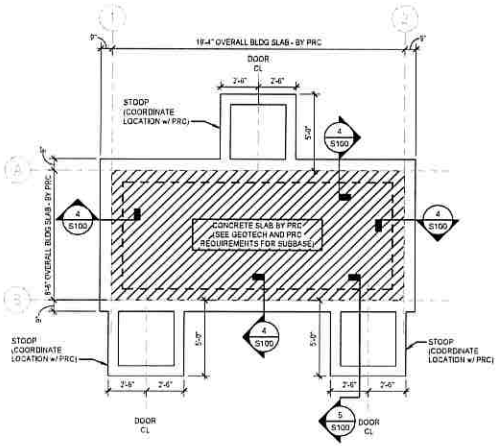
BLUE SPRINGS, MO

2024

drawn by	NAA
checked by	CJC
approved by	CJC
QA/QC by	
project no.	024-01746
drawing no.	
date	04-17-2024

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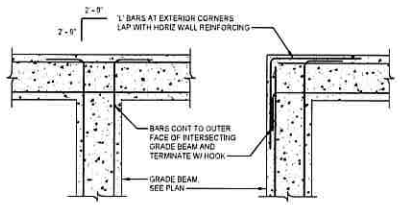


1 WARD & ROTARY PARK RESTROOM FOUNDATION PLAN

SCALE = 1/4" = 1'-0"

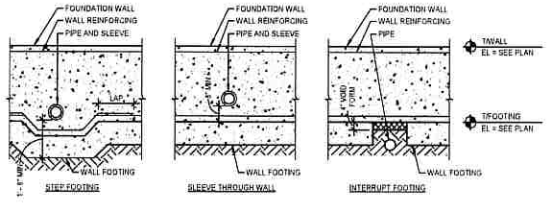
PLAN NOTES:

1. TOP OF SLAB ON GRADE AND FINISHED FLOOR ELEVATION = 100'-0" WARD PARK (CIVIL ELEVATION = 873.00') UNO. ROTARY PARK (CIVIL ELEVATION = 909.48') UNO.
2. TOP OF FOOTING / GRADE BEAM ELEVATION = 99'-4" UNO. SEE PRC REQUIREMENTS FOR GRADE BEAM LEVEL.
3. SEE CIVIL DRAWINGS FOR SITE PLAN / GENERAL ARRANGEMENT.



2 TYPICAL FOOTING CORNER REINFORCING

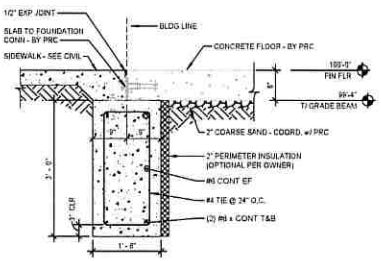
SCALE = 3/4" = 1'-0"



NOTES
1. DIAMETER OF NEW SLEEVE FOR EXISTING PIPE SHALL BE 3" LARGER THAN EXISTING PIPE DIAMETER.

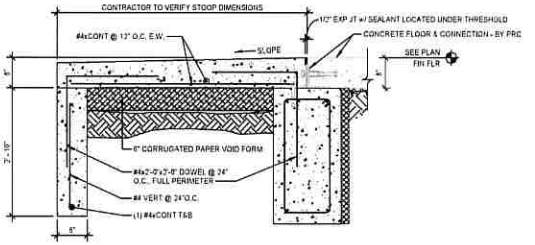
3 TYPICAL FOUNDATION WALL PENETRATION

SCALE = 3/4" = 1'-0"



4 TYPICAL GRADE BEAM SECTION

SCALE = 3/4" = 1'-0"



5 TYPICAL STRUCTURAL STOOP

SCALE = 3/4" = 1'-0"

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STATE OF MISSOURI
JOSEPH A. LINDEMAN
NUMBER PE-2009018852
PROFESSIONAL ENGINEER
4/17/2024

REV NO.	DATE	REVISION DESCRIPTION
		REVISIONS

FOUNDATION PLAN AND DETAILS

WARD PARK & ROTARY PARK RESTROOM BUILDINGS

BLUE SPRINGS, MO

2024

drawn by	MAA
checked by	CJD
approved by	CJD
QA/QC by	
project no.	024-01746
drawing no.	
date	04-17-2024

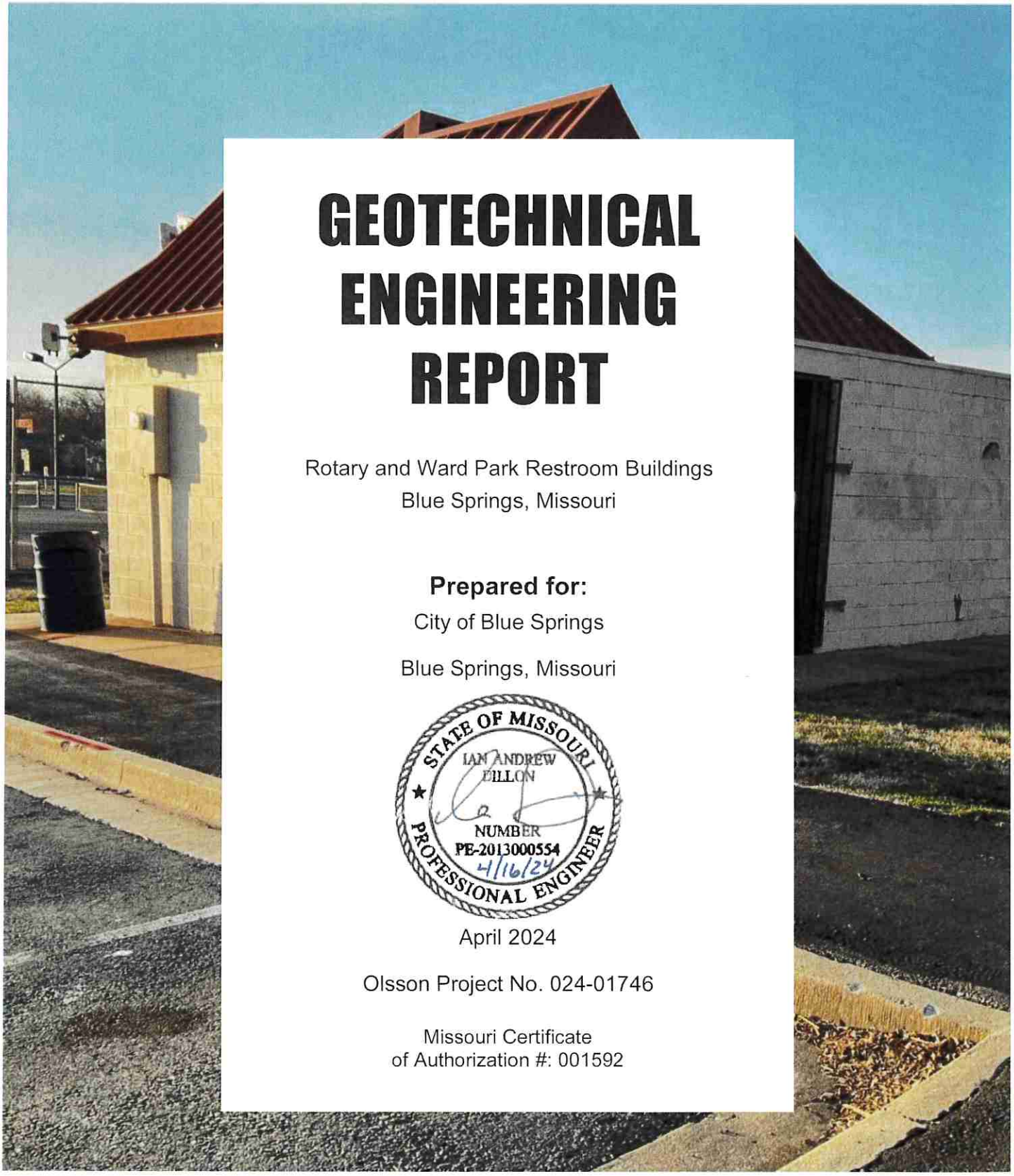
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Exhibit B

GEOTECHNICAL ENGINEERING REPORT



GEOTECHNICAL ENGINEERING REPORT

Rotary and Ward Park Restroom Buildings
Blue Springs, Missouri

Prepared for:
City of Blue Springs

Blue Springs, Missouri

STATE OF MISSOURI
IAN ANDREW DILLON
NUMBER PE-2013000554
4/16/24
PROFESSIONAL ENGINEER

April 2024

Olsson Project No. 024-01746

Missouri Certificate
of Authorization #: 001592

olsson®

April 16, 2024

City of Blue Springs
Attn: Dennis Dovel
903 W Main Street
Blue Springs, Missouri

RE: Geotechnical Engineering Report
Ward and Rotary Park Restroom Replacement Buildings
Blue Springs, Missouri
Olsson Project No. 024-01746

Dear Mr. Dovel:

In general accordance with our "Master Agreement Work Order #40" dated December 14, 2023, Olsson, Inc. has completed the authorized geotechnical exploration for the above referenced project. The enclosed report summarizes our project understanding, presents the findings of the exploration and laboratory testing, discusses the observed subsurface conditions, and based on those conditions, provides our geotechnical engineering recommendations for the planned new Rotary Park and Ward Park Restroom Structures.

A boring location map, boring logs, and a description of our exploration program, is provided in **Appendix A**. Laboratory test results are presented in **Appendix B**.

We appreciate the opportunity to provide our geotechnical engineering services for this project. and are prepared to provide construction phase services as well. If you have any questions or need further assistance, please contact us at your convenience.

Respectfully submitted,
Olsson, Inc.
Missouri Certificate of Authority No. 001592

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APPENDICES

Appendix A: Exploration Map, Logs, and Information
Appendix B: Laboratory Test Results

EXECUTIVE SUMMARY

This Executive Summary provides a limited overview of the report and is subject to any and all clarifications, conditions, contingencies, limitations and/or qualifications that may exist in the body of this report.

The Ward Park and Rotary Park Restroom upgrades are planned to consist of replacing two existing restroom structures (one at each park) with two new at-grade single-story, concrete masonry unit (CMU) block structures with grade supported slabs.

Existing fill was encountered within the borings for the proposed new Ward Park and Rotary Park restrooms. Following site stripping, this fill should be further evaluated during construction by proofrolling and, if necessary, test pits. Any unsuitable fill observed during this time should be removed from beneath the proposed new restroom building(s). While we anticipate some of the existing fill could remain in place beneath the new buildings, the project should include a contingency budget in the event that a greater amount of unsuitable fill is encountered at the site.

The clay soils encountered at the sites have a moderate to high potential to shrink and swell as soil moisture contents fluctuate. While these materials are generally considered suitable for support of foundations, we recommend placing a layer of low volume change material below the building floor slabs to help reduce the amount of future subgrade volume change that could result in movement of the slabs.

1. PROJECT UNDERSTANDING

The proposed new restroom structures will be located at Ward Park and Rotary Park. Ward Park is located at 1000 SW 22nd Street in Blue Springs, Missouri. Rotary Park is located at 600 NW Vesper Street in Blue Springs, Missouri. Based on information provided by the Client, our understanding of the proposed restroom upgrades is summarized in **Table 1**.

Table 1. Project Information.

Structure	Boring	Approximate Footprint Size	Maximum Anticipated Loads
Restroom at Ward Park[1]	B-1	20' X 9'	4 kips per linear foot for walls
Restroom at Rotary Park[1]	B-2		

1. The existing restroom building will be removed and replaced with a new building. The new restroom building will be a single-story, lightly loaded, concrete masonry unit (CMU) block structure with a steel roof and grade supported slab. We anticipate that the finished floor will be located within 3 feet of the existing ground surface.

Our review of readily available aerial photographs indicate that each site has been in its current layout since at least 1990. We have not been given any documentation regarding development of the existing sites (including fill placement). At the time of our exploration, the Ward Park site contained an asphaltic concrete path that wrapped around a single-story, cinder block restroom structure (Figure 1a). The Rotary Park site contained an at-grade sidewalk wrapping around a single-story cinder block restroom structure (Figure 1b). Both sites are relatively flat, generally grading downward from east to west. Elevations across the Rotary Park site range from 906 to 910 feet. Elevations across the Ward Park site ranged from 869 to 876 feet. We have not reviewed any information regarding existing foundation support for the existing structures, nor have we been informed of any floor slab or foundation related distress in the existing buildings.

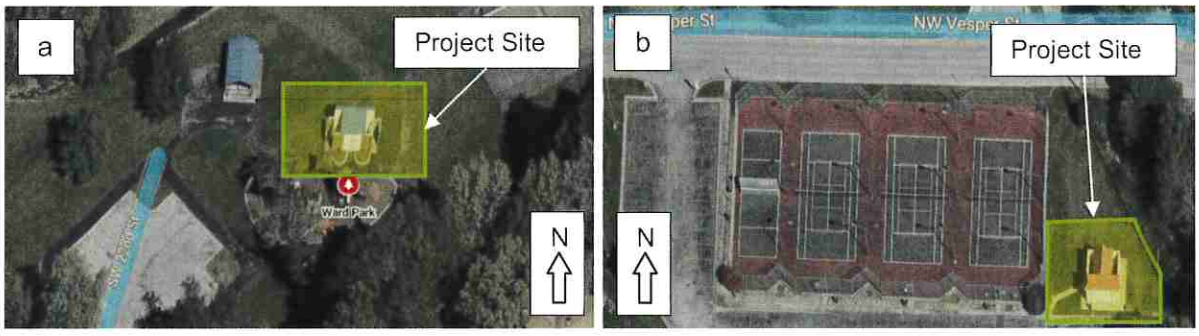


Figure 1. Aerial Photographs/Project Location: (a) Ward Park and (b) Rotary Park.

The recommendations presented in this report are applicable to each of the two project sites. If grading plans and/or loads differ significantly than expected, Olsson should be retained to review the information and provide additional recommendations, as necessary.

2. SUBSURFACE CONDITIONS

2.1 Subsurface Profile

Olsson performed one boring near the existing restroom structure at each site. The appended borehole reports represent subsurface conditions at the specific boring locations at the time of our field exploration; variations may occur beyond the borings. The stratification lines shown on the logs represent the approximate boundary between material types. However, the transition between layers may be gradual.

The subsurface soils encountered at the boring location at the Ward Park site consisted of 11.5 feet of previously placed fill material over highly weathered limestone and shale bedrock. Samples of the fill from the boring were generally very stiff to stiff, grading to firm with increasing depth and consisted of a mixture of low to high plasticity (lean to fat) clay, gravel, and broken limestone.

The subsurface soils encountered at the boring location at the Rotary Park site consisted of 3 feet of previously placed fill material over firm to stiff, native low plasticity (lean) clay over highly weathered limestone and shale bedrock. Samples of the fill from the boring were very stiff and consisted of a mixture of low to high plasticity (lean to fat) clay and gravel.

As documentation related to the placement of the existing fill encountered at each site was not available for our review at the time of this report, the extent, composition, and consistency of the fill could differ from what is shown on the borehole reports.

2.2 Water Level Observations

The drill crew measured water levels at the borings during drilling and immediately upon completion of drilling. Water was observed in the boreholes during these times at respective depths of 10 feet and 10.5 feet at Ward Park and 12 feet and 8 feet at Rotary Park.

The above observations provide an indication of the on-site water levels at the time the borings were drilled but should not be construed to represent a permanent or absolute condition. Variations and uncertainties exist with relatively short-term water level observations in boreholes. Subsurface water levels will fluctuate over time with variations in precipitation, site grading, water level in the nearby drainage creeks, and adjacent land use. Perched water conditions can also develop in seams of loose or granular soil, within existing fill, and near the soil/bedrock interface. Long-term monitoring with piezometers generally provides a more representative indication of the potential range of subsurface water conditions. Such monitoring was not completed as part of this exploration. Olsson can provide additional monitoring upon written request of the Owner and/or Olsson's client. The possibility of groundwater fluctuations should be considered when developing the design and construction plans for this project.

3. GEOTECHNICAL CONSIDERATIONS

Prior to construction of the proposed new restroom structures, the existing concrete structures within proposed construction areas will be demolished. We recommend that demolition include complete removal of all foundation elements, slabs, sidewalks, and any other below grade elements such as abandoned utility lines and any loose, low-density fills associated with prior construction. A representative of Olsson should observe the exposed grades in these areas following overexcavation and prior to placement of new fill. Excavations created by demolition and removal of existing structures should be backfilled with structural fill, placed, and compacted as recommended in this report.

Existing fill and possible fill soils extending to depths of up to 11.5 feet and 3 feet were encountered in our borings at Ward Park and Rotary Park, respectively. The existing fill generally consisted of a mixture of clay and gravel. Based on results of laboratory tests performed on samples recovered from the fill, these materials generally appear to have been placed with some compactive effort, although the moisture contents and densities of the recovered samples varied. We should be provided with field compaction test results, topographic plans, and records of past development, if they become available. Since we do not have records regarding placement of the fill, we recommend further observation and testing of the existing fill (as described in the **Section 5** of this report) to help evaluate if the fill will provide suitable support for shallow foundations and grade-supported floor slabs. If unsuitable materials are encountered, the existing fill should be removed and replaced with structural fill as recommended in this report. The recommendations presented herein are intended to allow support of the structure on shallow foundations bearing within stiff, native clay soils, new structural fill or suitable existing fill.

The clay soils encountered at these sites have a moderate to high potential to shrink and swell as soil moisture contents fluctuate. We recommend placing a layer of low volume change material below the building floor slabs to help reduce the amount of future subgrade volume change that could result in movement of the slabs. However, the risk of future subgrade volume change (either shrink or swell) cannot be completely eliminated. Some movements of footings and floor slabs supported on, or above clay soils will normally occur and should be expected. The recommendations in this report are intended to reduce the potential for extreme movements and the resulting damage caused by volume changes in clay soils. Because weather related conditions (extended wet or dry periods, sub-freezing temperatures, etc.) cannot be controlled, some cosmetic distress (e.g. cracking in floor slabs) should still be expected if clay soils become very wet or very dry.

4. STRUCTURES DESIGN

4.1 Shallow Foundations

Based on the results of our exploration and engineering evaluation, the proposed structures may be supported on a conventional shallow foundation system. Based on conversations with the project structural engineer, we understand that the restroom building foundations will be designed for a net allowable bearing pressure of 1,500 pounds per square foot (psf). Assuming the recommendations in **Section 5** are implemented (including further observation, testing, and possible reworking of existing fill within the footprint of proposed new structures) and that the finished floor elevation (FFE) of the proposed structure is within 3 feet of existing grades at each site, the interior and exterior foundations will be supported on suitable existing fill, new structural fill, and/or stiff native clay. In our opinion, these bearing materials can support the anticipated structural loads.

Design parameters for shallow foundations supported in suitable materials are tabulated below.

Table 2. Shallow Foundation Design Parameters.

Design Parameter		Recommended Value
Net Allowable Bearing Pressure[1]	Suitable existing fill, new structural fill, and/or stiff native clay	1,500 psf
Estimated Total Settlement[2]		Order of 1 inch or less
Estimated Differential Settlement[2]		1/2 inch
Minimum Exterior Foundation Depth (Frost Protection)		3 feet
Minimum Interior Foundation Depth		2 foot
Minimum Foundation Size(s)		12 inches for earth formed trench footings 18 inches for continuous footings 30 inches for isolated column footings

1. The net allowable bearing pressure is the bearing pressure in excess of the minimum surrounding overburden pressure at the foundation level. The net allowable soil bearing pressure may be increased by 1/3 for transient loads such as wind or seismic loads.

2. Foundation settlement estimates are based on the anticipated structural loads as described in the Project Understanding section of this report and our experience. If higher loads are anticipated, Olsson should be contacted to update the recommendations of this report.

Lightly loaded interior partition walls (applying less than 750 pounds per linear foot (plf)) may be supported directly on the slab-on-grade floor. Depending on the floor slab design and the specific wall loads, it may be necessary to increase the floor slab reinforcement or provide a

thickened slab cross-section below the interior walls. For interior walls with loads greater than 750 plf, we recommend a footing be installed, independent of the floor slab, to properly distribute the wall loads to the underlying soils and reduce the potential for floor slab damage.

An ultimate soil-concrete friction coefficient of 0.35 may be used to evaluate sliding resistance of shallow foundations supported on undisturbed native soils or properly compacted structural fill.

Olsson should observe foundation bearing materials at the footing locations. Softer and unsuitable soils should be carefully over-excavated and replaced with structural fill. Alternatively, the foundations may need to be extended through these soils to bear on suitable material. After foundation subgrades have been observed and evaluated by an Olsson representative, concrete should be placed as soon as possible to avoid subjecting the exposed soils to drying, wetting, or freezing conditions. If foundation subgrade soils are subject to such conditions, Olsson should be contacted to reevaluate the foundation bearing materials.

4.2 Floor Slabs

A free draining compacted granular leveling course (e.g., ASTM C-33 Size No. 57 aggregate or similar) should be placed below the floor slabs to provide uniform slab support. The leveling course should be at least four inches thick.

We recommend the upper 18 inches of soil subgrade below the 4-inch-thick capillary break consist of compacted low volume change (LVC) materials. The LVC should consist of densely graded granular materials with at least 15 percent of the materials fines passing the No. 200 sieve (e.g., MoDOT Type-5 aggregate) or lean clay soil exhibiting a liquid limit less than 45, and a plasticity index less than 25. The LVC material should be placed and compacted in accordance with the recommendations provided in **Section 5** of this report.

Care should be taken to maintain the recommended subgrade moisture content and density between site grading operations and placement of the floor slab. Periodic applications of water may be necessary to maintain the proper moisture content of the subgrade.

In many construction projects, floor slab areas are disturbed by construction equipment traffic and are exposed to the elements between completion of grading operations and placement of the floor slab. Therefore, we recommend that the final floor slab subgrade be proofrolled and evaluated for moisture content and density immediately prior to placement of the granular leveling course or floor slab concrete. Unsuitable soils should be moisture conditioned and recompacted in accordance with **Table 3**.

Provided the recommendations presented in this report are implemented, a subgrade modulus of 150 pounds per square inch per inch (psi/in or pci) may be used to design the floor slab.

If moisture vapor transmission through the concrete slab is a concern (e.g., if moisture-sensitive floor coverings will be used), a vapor barrier should be used. The vapor barrier should be installed per ACI guidelines. If used, care should be taken to minimize any damage to the barrier during construction, and any visual damage should be repaired prior to aggregate placement (e.g., granular drainage material or concrete).

The procedures recommended above will reduce future subgrade volume change and resultant floor slab movement. Common construction practice is to tie the slab-on-grade into the foundation elements to limit the impact of differential movement at doorways. However, depending on many factors—including the size and shape of the floor area, the location of construction joints in the slab, the rigidity of the slab and foundation connection, and the magnitude of movement that occurs—cracks within the floor slab should be anticipated. Leaking utility lines or water allowed to accumulate beneath the slab could lead to significant slab movement.

4.3 Seismic Site Classification

For this project site, the soil conditions encountered at the boring are consistent with Site Class "C" as defined by ASCE 7.

4.4 Utilities and Landscaping

Bedding material below and above for site utilities should be in accordance with local building codes. The remaining utility trench should consist of cohesive structural fill placed in accordance with **Table 3**. We also recommend clay plugs or water stops be installed where utility lines enter the building. Clay plugs should extend a minimum of 5 feet from the building exterior.

To reduce the effects of moisture fluctuations in and around the structures caused by landscaping and maintenance, we recommend the following:

- Downspout drainage should discharge onto splash blocks extending at least 5 feet away from the building.
- Incorporate splash blocks for external hose connections to prevent localized flooding of foundation or backfill soils. Cutoff valves should be installed inside the building to prevent unauthorized use of external hose connections.
- Restrict the type and location of landscaping vegetation around the proposed structure. Maintain a minimum distance between the structure and trees or shrubs equal to the mature radius of the tree or shrub plus 3 feet. Plant native and decorative grasses at least 5 feet from buildings. Poorly placed vegetation can result in settlement induced by desiccation or uplift caused by root growth. These recommendations may be modified in

consultation with a landscape architect.

- Ensure that irrigation near the building is carefully controlled and minimized. Avoid installing sprinklers adjacent to foundation or retaining walls and inform building maintenance personnel of the importance of avoiding excessive watering.

5. EARTHWORK AND CONSTRUCTION CONSIDERATIONS

5.1 Demolition of Existing Facilities

All existing structures and any associated foundations, slabs-on-grade, or pavements within the proposed structure should be removed. We recommend existing utilities within the proposed structure be removed or relocated. Abandoned utilities that cannot be removed should be plugged with grout or concrete to reduce the potential for future collapse or transmission of water into the subgrade soils. All demolition debris should be removed from the site and disposed of in accordance with applicable regulations.

The base of demolition excavations should be observed by an Olsson representative prior to placement of structural fill. Excavations resulting from demolition activities should be backfilled with structural fill in accordance with the recommendations provided in **Section 5.3** of this report.

5.2 Site Preparation

5.2.1 General

Following demolition and removal of the existing restroom structures, vegetation and any loose, soft, wet, frozen, or otherwise unsuitable materials should be stripped from construction areas. These materials should be carefully separated to avoid incorporation of organic materials into structural fills on site. We recommend site stripping be performed during dry weather conditions. Operation of heavy equipment on the site during wet conditions could result in excessive rutting and mixing of organic debris with the underlying soils.

Following site stripping, the building area should be undercut below planned final subgrade elevation to allow placement of a minimum 4-inch-thick granular leveling course in addition to an 18-inch-thick layer of low volume change fill below the floor slabs. The undercut area should extend a minimum of 5 feet laterally outside all building wall lines. Where grades (following stripping of organic soils) are more than 18 inches below design slab subgrade level, further undercutting of stable, native clay soils would probably not be required.

Existing fill remaining within the building areas following stripping of topsoil and initial undercutting should be thoroughly evaluated. A representative of Olsson should observe the excavation of test pits into the existing fill to further evaluate the composition, lateral extent, and consistency of this material. If soft or desiccated soils, rubble, large rock fragments or otherwise unsuitable materials are encountered during excavation of the test pits, these materials should be removed and replaced with structural fill.

Prior to placement of fill in areas below grade and after completion of stripping and undercutting operations, the exposed ground surface should be proof rolled with a loaded tandem-axle dump truck having a minimum gross weight of 20 tons (or similar equipment providing an equivalent soil load) to help delineate soft or disturbed areas. An Olsson representative should observe the proofrolling test. Unstable and unsuitable areas identified by proofrolling should be removed to expose stable material and backfilled with structural fill.

Upon completion of proofrolling, and prior to any fill placement, the moisture content of the exposed grade should be evaluated in all construction areas. Where moisture contents are outside the recommended range for structural fill, the exposed grade should be scarified, moisture conditioned and recompacted in accordance with **Section 5.3** of this report. The required depth of scarification, moisture conditioning and recompaction will depend on soil conditions at the time of construction. Once the subgrade has been conditioned and compacted, structural fill should be placed in the below grade areas in accordance with the recommendations herein.

Soils which cannot be adequately densified in-place should be removed and replaced with approved structural fill or stabilized under the direction of an Olsson representative. The extent of areas requiring removal or stabilization will depend on the conditions observed at the time of construction. Undercut areas should be backfilled with stable fill material similar in composition to the surrounding soils.

If necessary, one or more layers of crushed stone may be considered to stabilize areas where wet soil or water are present. Chemical stabilization methods such as fly ash, cement kiln dust (CKD), or Portland cement could also be considered with direction from the geotechnical engineer.

5.3 Structural Fill

All structural fill and backfill should consist of approved materials, free of organic matter (organic content less than five percent), debris, and particle sizes larger than three inches. Imported fill materials may be required at these sites. Imported cohesive fill materials, if used, should generally exhibit a liquid limit (LL) less than 50 and a plasticity index (PI) less than 25. Prior to use on this site, samples of all proposed fill materials should be submitted to Olsson for standard Proctor compaction testing and classification. In our opinion, the native clay soils encountered at the Rotary Park site appear suitable for use as structural fill; however, they should not be use as LVC fill directly below building floor slabs. The existing fill soils encountered at each site appear suitable for reuse as structural fill provided any unsuitable materials, if encountered, are separated from the clay soil.

We recommend that structural fill and backfill be compacted in accordance with the criteria provided in **Table 3**. An Olsson representative should observe fill placement operations and perform field density tests, as required.

Table 3. Structural Fill Placement Guidelines.

Area of Fill Placement	Material	Compaction (ASTM D698 - Standard Proctor)	Moisture Content (Percent of Optimum)
Granular Structural Fill – 4" below floor slabs	ASTM C-33 No. 57 Aggregate	95%*	As necessary to obtain density
Low Volume Change (LVC) – 18" below base of granular layer	MoDOT Type-5 Baserock	95%	As necessary to obtain density
Cohesive Structural Fill	On-site Cohesive Soils	95%	Optimum to +4 percent
Structural fill – Imported	LL < 50 PI < 25	95%	Optimum to +4 percent
** Or 70 percent Relative Density as described below*			

Suitable fill materials should be placed in loose lifts of 8 inches or less. To facilitate compaction within small excavations (i.e., in utility trenches) vibrating plate compactors, jumping jack compactors, or walk behind sheepsfoot compactors may be used. Loose lift thicknesses of 4 inches or less are recommended where small compaction equipment are used.

The moisture content of suitable borrow soils at the time of compaction should generally be maintained between the ranges specified in **Table 3**. Depending on the soils encountered on site, more stringent moisture limits and/or adjustments to moisture contents may be necessary to achieve compaction levels that meet project specifications.

5.4 Drainage Considerations

Water should not be allowed to collect at the ground surfaces near foundation, or floor slab areas, either during or after construction. Provisions should be made to quickly remove accumulating seepage water or storm water runoff from excavations. Undercut or excavated areas should be sloped toward one corner to allow rainwater or surface runoff to be quickly collected and gravity drained or pumped from construction areas. Subgrade soils that are exposed to precipitation or runoff should be evaluated by ***Olsson*** prior to the placement of any new fill, reinforcing steel, or concrete, to determine if corrective action is required.

To minimize concerns related to improper or inadequate drainage, we recommend the following:

- Site grading should provide for efficient drainage of seepage, rainfall, and surface runoff away from new structures.
- Roof runoff should be collected and transferred directly to the storm sewer system or directed to a location with positive and rapid drainage away from new structures and pavements.
- External hose connections in unpaved areas should incorporate splash blocks to prevent accidental flooding of foundation bearing or backfill soils. External hose connections should have cut-off valves inside the building to prevent accidental or unauthorized use.
- Maintenance personnel should be informed of the potential problems associated with watering near the building.

6. CONCLUSIONS AND REPORT LIMITATIONS

6.1 Construction Testing and Observations

We recommend that all earthwork during construction be monitored by a representative of Olsson, including site preparation (e.g., proofrolling and excavation of test pits), placement of all structural fill and trench backfill, and preparation slab subgrades. The purpose of these services would be to provide Olsson the opportunity to observe the soil conditions encountered during construction, evaluate the applicability of the recommendations presented in this report to the soil conditions encountered, and recommend appropriate changes in design or construction procedures if conditions differ from those described herein.

6.2 Limitations

The conclusions and recommendations presented in this report are based on the information available regarding the proposed construction, geotechnical information obtained from our field exploration and laboratory testing, as well as our experience with similar projects. Our borings and testing represent a limited statistical sampling of the subsurface. Conditions may be encountered during construction that are substantially different from those encountered in this exploration and adjustments to design and construction may be necessary.

In the event of any changes in the nature of the proposed project as outlined in this report, the opinions in this report cannot be considered valid unless Olsson reviews the changes, and the opinions of this report are modified or affirmed by Olsson.

The scope of this exploration did not include any environmental assessment for the presence of wetlands and/or hazardous or toxic materials in the soil or groundwater on or near the site. Any statements in this report regarding odors, discoloration, or suspicious conditions are strictly for the information of our client.

This report is based on generally accepted professional geotechnical engineering practice at the time of this report, within this geographic area. No warranty, express or implied, is intended or made. This report has been prepared for the exclusive use of City of Blue Springs and their authorized representatives for specific application to the discussed project.

APPENDIX A

Exploration Maps, Logs, and Information



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Scale:	Not to Scale
Project No.	024-01746
Approved by:	RRS
Date:	4/16/2024

Bornig Exploration Map

Rotary Park Restroom Replacement

Blue Springs, Missouri



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Bornig Exploration Map

Scale:	Not to Scale
Project No.	024-01746
Approved by:	RRS
Date:	4/16/2024

Ward Park Restroom Replacement

Blue Springs, Missouri

SYMBOLS AND NOMENCLATURE

DRILLING NOTES

DRILLING AND SAMPLING SYMBOLS

SS:	Split-Spoon Sample (1.375" ID, 2.0" OD)	HSA:	Hollow Stem Auger	NE:	Not Encountered
U:	Thin-Walled Tube Sample (3.0" OD)	CFA:	Continuous Flight Auger	NP:	Not Performed
CS:	Continuous Sample	HA:	Hand Auger	NA:	Not Applicable
BS:	Bulk Sample	CPT:	Cone Penetration Test	% Rec:	Percent of Recovery
MC:	Modified California Sampler	WB:	Wash Bore	WD:	While Drilling
GB:	Grab Sample	FT:	Fish Tail Bit	IAD:	Immediately After Drilling
SPT:	Standard Penetration Test Blows per 6.0"	RB:	Rock Bit	AD:	After Drilling
		PP:	Pocket Penetrometer	CI:	Cave In

DRILLING PROCEDURES

Soil samples designated as "U" samples on the boring logs were obtained in using Thin-Walled Tube Sampling techniques. Soil samples designated as "SS" samples were obtained during Penetration Test using a Split-Spoon Barrel sampler. The standard penetration resistance 'N' value is the number of blows of a 140 pound hammer falling 30 inches to drive the Split-Spoon sampler one foot. Soil samples designated as "MC" were obtained in using Thick-Walled, Ring-Lined, Split-Barrel Drive sampling techniques. Recovered samples were sealed in containers, labeled, and protected for transportation to the laboratory for testing.

WATER LEVEL MEASUREMENTS

Water levels indicated on the boring logs are levels measured in the borings at the times indicated. In relatively high permeable materials, the indicated levels may reflect the location of groundwater. In low permeability soils, the accurate determination of groundwater levels is not possible with only short-term observations.

SOIL PROPERTIES & DESCRIPTIONS

Descriptions of the soils encountered in the soil test borings were prepared using Visual-Manual Procedures for Descriptions and Identification of Soils.

PARTICLE SIZE

Boulders	12 in. +	Coarse Sand	4.75mm-2.0mm	Silt	0.075mm-0.005mm
Cobbles	12 in.-3 in.	Medium Sand	2.0mm-0.425mm	Clay	<0.005mm
Gravel	3 in.-4.75mm	Fine Sand	0.425mm-0.075mm		

COHESIVE SOILS

Consistency	Unconfined Compressive Strength (Qu) (tsf)
Very Soft	<0.25
Soft	0.25 – 0.5
Firm	0.5 – 1.0
Stiff	1.0 – 2.0
Very Stiff	2.0 – 4.0
Hard	> 4.0

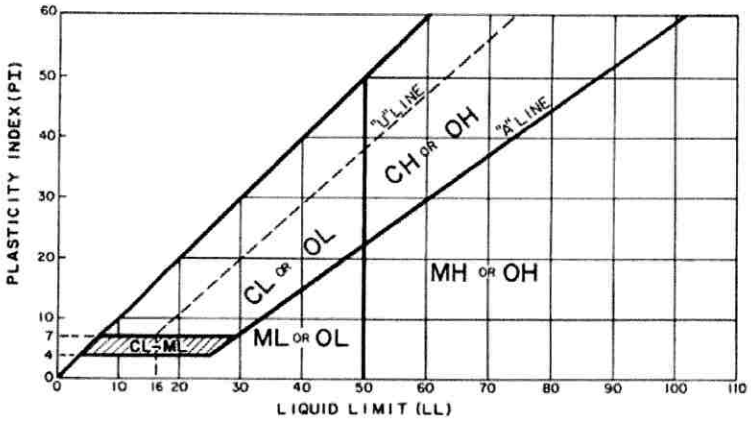
COHESIONLESS SOILS

Relative Density	'N' Value
Very Loose	0 – 3
Loose	4 – 9
Medium Dense	10 – 29
Dense	30 – 49
Very Dense	≥ 50

COMPONENT %

Description	Percent (%)
Trace	<5
Few	5 - 10
Little	15 - 25
Some	30 - 45
Mostly	50 - 100

PLASTICITY CHART



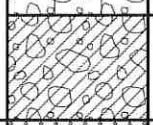
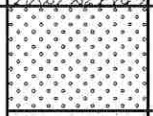
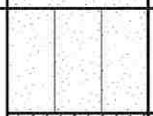
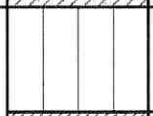
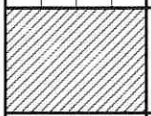
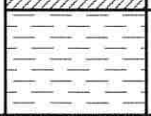
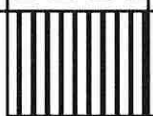
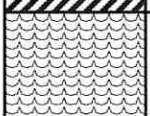
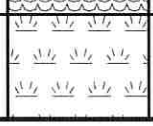
ROCK QUALITY DESIGNATION (RQD)

Description	RQD (%)
Very Poor	0 – 25
Poor	25 – 50
Fair	50 – 75
Good	75 – 90
Excellent	90 – 100

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SOIL CLASSIFICATION CHART

MAJOR DIVISIONS			SYMBOLS		TYPICAL DESCRIPTIONS
			GRAPH	LETTER	
COARSE GRAINED SOILS MORE THAN 50% OF MATERIAL IS LARGER THAN NO. 200 SIEVE SIZE	GRAVEL AND GRAVELLY SOILS MORE THAN 50% OF COARSE FRACTION RETAINED ON NO. 4 SIEVE	CLEAN GRAVELS (LITTLE OR NO FINES)		GW	WELL-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
				GP	POORLY-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
		GRAVELS WITH FINES (APPRECIABLE AMOUNT OF FINES)		GM	SILTY GRAVELS, GRAVEL - SAND - SILT MIXTURES
				GC	CLAYEY GRAVELS, GRAVEL - SAND - CLAY MIXTURES
	SAND AND SANDY SOILS MORE THAN 50% OF COARSE FRACTION PASSING ON NO. 4 SIEVE	CLEAN SANDS (LITTLE OR NO FINES)		SW	WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES
				SP	POORLY-GRADED SANDS, GRAVELLY SAND, LITTLE OR NO FINES
		SANDS WITH FINES (APPRECIABLE AMOUNT OF FINES)		SM	SILTY SANDS, SAND - SILT MIXTURES
				SC	CLAYEY SANDS, SAND - CLAY MIXTURES
FINE GRAINED SOILS MORE THAN 50% OF MATERIAL IS SMALLER THAN NO. 200 SIEVE SIZE	SILTS AND CLAYS LIQUID LIMIT LESS THAN 50			ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY
				CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS
				OL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY
	SILTS AND CLAYS LIQUID LIMIT GREATER THAN 50			MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOILS
				CH	INORGANIC CLAYS OF HIGH PLASTICITY
				OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS
HIGHLY ORGANIC SOILS				PT	PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS

NOTE: DUAL SYMBOLS ARE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS

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BOREHOLE REPORT NO. B-1

Sheet 1 of 1

PROJECT NAME: Ward Park	CLIENT: City of Blue Springs Missouri
PROJECT NUMBER: 024-01746	LOCATION: Blue Springs Missouri

Shelby Tube ▮ Split Spoon ⊠

ELEVATION (ft)	MATERIAL DESCRIPTION	GRAPHIC LOG	DEPTH (ft)	SAMPLE TYPE NUMBER	CLASSIFICATION (USCS)	BLOWS/6" N-VALUE	UNC. STR. (tsf)	MOISTURE (%)	DRY DENSITY (pcf)	LL/PI (%)	ADDITIONAL DATA/ REMARKS
	APPROX. SURFACE ELEV. (ft): 873		0								
	ROOT ZONE 0.5'										
	FILL										
	dark brown lean to fat clay (CL/CH), moist, gravel			U 1				23.7	101.7		PP = 4.5+ tsf
870											
	grades to lean clay, moist, gravel		5	U 2	CL			22.6		49/27	PP = 2.25 tsf
	grades to dark brown, moist, trace broken limestone										
865											
				U 3				31.5			PP = 0.5 tsf
	▽ ▼		10								
	11.5'										
	HIGHLY WEATHERED LIMESTONE										
860	13.5'										
	HIGHLY WEATHERED SHALE										
	gray			SS 4		9-18-24 N=42		18.9			
	15.0'		15								

BASE OF BORING AT 15.0 FEET

WATER LEVEL OBSERVATIONS	
WD	▽ 10.0 ft
IAD	▼ 10.5 ft
AD	▼ Not Performed

OLSSON, INC.
1700 E. 123RD STREET
OLATHE, KANSAS 66061

STARTED:	3/20/24	FINISHED:	3/20/24
DRILL CO.:	CFS	DRILL RIG:	SIMEO
DRILLER:	KADEN	LOGGED BY:	BLAKE
METHOD: CONTINUOUS FLIGHT AUGER			

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BOREHOLE REPORT NO. B-2

Sheet 1 of 1

PROJECT NAME: Rotary Park	CLIENT: City of Blue Springs Missouri
PROJECT NUMBER: 024-01746	LOCATION: Blue Springs Missouri

Shelby Tube ▪ Split Spoon

ELEVATION (ft)	MATERIAL DESCRIPTION	GRAPHIC LOG	DEPTH (ft)	SAMPLE TYPE NUMBER	CLASSIFICATION (USCS)	BLOWS/6" N-VALUE	UNC. STR. (tsf)	MOISTURE (%)	DRY DENSITY (pcf)	LL/PI (%)	ADDITIONAL DATA/ REMARKS
	APPROX. SURFACE ELEV. (ft): 909		0								
	ROOT ZONE 0.5'										
	FILL *Dark brown fat clay, moist, gravel* 3.0'			U 1				24.9	94.9		PP = 3.0 tsf
905	*LEAN CLAY* *Stiff, tan with gray, moist* 5.0'		5	U 2	CL		1.4	25.0	96.8	49/28	
	grades to firm										
900	▼		10	U 3			0.9	25.3	98.8		
	11.5'										
	▽ *HIGHLY WEATHERED LIMESTONE* 13.0'										
	HIGHLY WEATHERED SHALE										
895	*tan and gray with interbeded limestone*			SS 4		30-50/2"		19.8			
	15.0'		15								

BASE OF BORING AT 15.0 FEET

WATER LEVEL OBSERVATIONS	
WD	▽ 12.0 ft
IAD	▼ 8.5 ft
AD	▼ Not Performed

OLSSON, INC.
1700 E. 123RD STREET
OLATHE, KANSAS 66061

STARTED:	3/20/24	FINISHED:	3/20/24
DRILL CO.:	CFS	DRILL RIG:	SIMEO
DRILLER:	KADEN	LOGGED BY:	BLAKE
METHOD: CONTINUOUS FLIGHT AUGER			

Field Exploration

Our drill crew advanced the borings for this exploration with a truck-mounted drill rig using continuous-flight augers. Borings were located in the field by the drill crew using a hand-held GPS unit. The approximate locations of the borings are shown on the Boring Location Map.

Samples were obtained using the methods and at the depths shown on the logs. Recovered samples were sealed in containers, labeled, and protected for transportation to the laboratory for testing.

We interpolated the ground surface elevation at the boring locations using a topographic map provided by Olsson. The surface elevations at the boring locations, rounded to the nearest foot, are presented on the boring logs.

The drill crew prepared field boring logs during drilling operations. The field logs include drilling and sampling methods, sampling intervals, groundwater measurements, and general descriptions of the observed soil conditions. The final boring logs represent our engineering interpretation of the field logs based on visual classification and laboratory testing of the collected samples.

APPENDIX B

Laboratory Test Results

OLSSON, INC.
1700 E. 123RD STREET
OLATHE, KANSAS 66061

SUMMARY OF LABORATORY RESULTS

PROJECT NAME: Ward Park and Rotary Park
PROJECT NUMBER: 024-01746
CLIENT: City of Blue Springs Missouri
PROJECT LOCATION: Blue Springs Missouri

BORING NUMBER	SAMPLE I.D.	SAMPLE DEPTH (ft)	MOISTURE CONTENT (%)	DRY DENSITY (pcf)	VOID RATIO	SATURATION (%)	UNCONFINED STRENGTH (tsf)	STRAIN (%)	ATTERBERG LIMITS			P-200	USCS CLASS.
									LIQUID LIMIT	PLASTIC LIMIT	PLASTIC INDEX		
B-1	U-1	1.0 - 3.0'	23.7	101.7	0.657	97.5							
B-1	U-2	3.0 - 5.0'	22.6						49	22	27		CL
B-1	U-3	8.0 - 10.0'	31.5										
B-1	SS-4	13.5 - 15.0'	18.9										
B-2	U-1	1.0 - 3.0'	24.9	94.9	0.775	86.6							
B-2	U-2	3.0 - 5.0'	25.0	96.8	0.742	91.0	1.4	2.2	49	21	28		CL
B-2	U-3	8.0 - 10.0'	25.3	98.8	0.706	96.9	0.9	2.6					
B-2	SS-4	13.5 - 14.2'	19.8										

WARD PARK AND ROTARY PARK RESTROOM REPLACEMENT BUILDINGS

Blue Springs, Missouri

April 2024

Olsson Project No. 024-01746

Exhibit C

The Public Restroom Company
Installation Guidelines

OWNER / GENERAL CONTRACTOR AND PUBLIC RESTROOM COMPANY RESPONSIBILITIES

PUBLIC RESTROOM COMPANY RESPONSIBILITIES:

1. PROVIDE FULL ARCHITECTURAL PLANS AND ENGINEERING CALCULATIONS, STAMPED BY STATE GOVERNING AGENCY SUITABLE FOR GENERAL CONTRACTOR TO FILE FOR REQUIRED BUILDING PERMIT.
2. FURNISH AND INSTALL UNDERGROUND UTILITIES UNDER SLAB (INCLUDING TRENCHING) EXTENDING 6 FEET MAX. BEYOND THE BUILDING LINE, MIN. OF 24" - MAX OF 36" BELOW GRADE.
3. FURNISH AND INSTALL SLAB TO FOUNDATION ANCHORS PER DETAILS INCLUDED HEREIN. APPLICABLE ONLY TO BUILDINGS WITH FOUNDATIONS.

GENERAL NOTES:

1. THE DIFFERENCE IN THE ELEVATION BETWEEN THE FINISH FLOOR OF THE BUILDING AT EXTERIOR DOORS AND THE SIDEWALK OUTSIDE IS 1/4" MAX. PRC RECOMMENDS SIDEWALK TO BE FLUSH WITH FINISH FLOOR AT ALL DOORS.
2. THE PLAN & DETAILS HEREIN ARE SPECIFIC TO THE BUILDING SIZE AND MODULE CONFIGURATION OF THIS BUILDING MODEL.

OWNER / GENERAL CONTRACTOR RESPONSIBILITIES:

1. PREPARE BUILDING PAD AND OR FOUNDATION.
2. PROVIDE SITE PLAN & ENGINEERED FOUNDATION PLAN (IF APPLICABLE) AND ATTACH IT TO THE PUBLIC RESTROOM COMPANY'S DEPARTMENT OF HOUSING APPROVED DOCUMENTS AND OBTAIN NECESSARY PERMITS FROM LOCAL JURISDICTION.
3. VERIFY AND SCHEDULE NECESSARY INSPECTIONS WITH LOCAL JURISDICTION FOR SITE PERFORMED WORK BY OTHERS, AND FOR UNDER BUILDING SLAB PLUMBING CONNECTIONS MADE BY PRC.
4. COORDINATE SEWER INVERT ELEVATION WITH THE PUBLIC RESTROOM COMPANY PRIOR TO BUILDING INSTALLATION, VERIFY & COORDINATE LOCATION OF EXISTING UTILITIES INCLUDING WATER METER SIZE, TYPE, AND LOCATION OF EXISTING UTILITIES COMING INTO THE BUILDING SUPPLIED BY PRC
5. MAKE FINAL UTILITY CONNECTIONS (INCLUDING NECESSARY UTILITY BOXES).
6. PREPARE SITE FOR MINIMUM ALLOWABLE SOIL BEARING PRESSURE OF 1,500 psf, WITH SUB-GRADE COMPACTED TO 90% M.D.D.
7. SUPPLY AND STOCK PILE REQUIRED QUANTITY OF COARSE MASON SAND WITHIN BUILDING PROXIMITY FOR USE BY PRC FOR UTILITY TRENCH BACKFILL.
8. PROJECTS WITH FOOTINGS: PROVIDE SLEEVES IN FOOTINGS ACCORDING TO UTILITY LOCATION PLAN AND PAD / FOUNDATION PLAN DIRECTION.

GENERAL SITE CONDITION LIABILITY NOTE:

PUBLIC RESTROOM COMPANY (PRC) PROVIDES BUILDING PAD / FOUNDATION PLAN DRAWINGS FOR PLACEMENT OF OUR BUILDING ON SITE FOUNDATIONS / PADS FOR **REFERENCE ONLY**. PRC DRAWINGS DO NOT INCORPORATE SITE DESIGN FOR LOCAL CODES, SOILS CONDITIONS, FOOTING REQUIREMENTS, AND / OR ANY OTHER CONTRIBUTING SITE FACTORS UP TO AN INCLUDING HIGH WATER TABLES. IT IS THE RESPONSIBILITY OF THE OWNER / GENERAL CONTRACTOR TO PROVIDE A PROPER SITE DESIGN TO ACCOMMODATE THE BUILDING AS WELL AS PROVIDE PROPER SITE CRITERIA SO PRC MAY MODEL SEWER, WATER, AND ELECTRICAL DESIGNS WITHIN THE BUILDING. OUR BUILDING DESIGN INCLUDES AN 8" THICK REINFORCED CONCRETE SLAB AND ASSUMES FULL SLAB BEARING ON SOILS WITH A MINIMUM OF 1500 PSF BEARING CAPACITY. OUR BUILDING DESIGNS SURCHARGE THE SOIL BENEATH THE MAT SLAB AT APPROXIMATE 208 PSF. ANY BUILDING FOUNDATION IN ADDITION TO THE INTEGRAL MAT SLAB ARE SHOWN FOR **REFERENCE ONLY** AND SHOULD BE VERIFIED BY A LICENSED SOILS ENGINEER TO CONFORM WITH REQUIRED CODES. **PRC ASSUMES NO LIABILITY FOR THE OWNER OR GENERAL CONTRACTOR ACCEPTANCE OF THESE TYPICAL DRAWINGS WITHOUT VERIFICATION BY A LICENSED SOILS / FOUNDATION ENGINEER.**

PUBLIC RESTROOM COMPANY
Building Better Places To Go.
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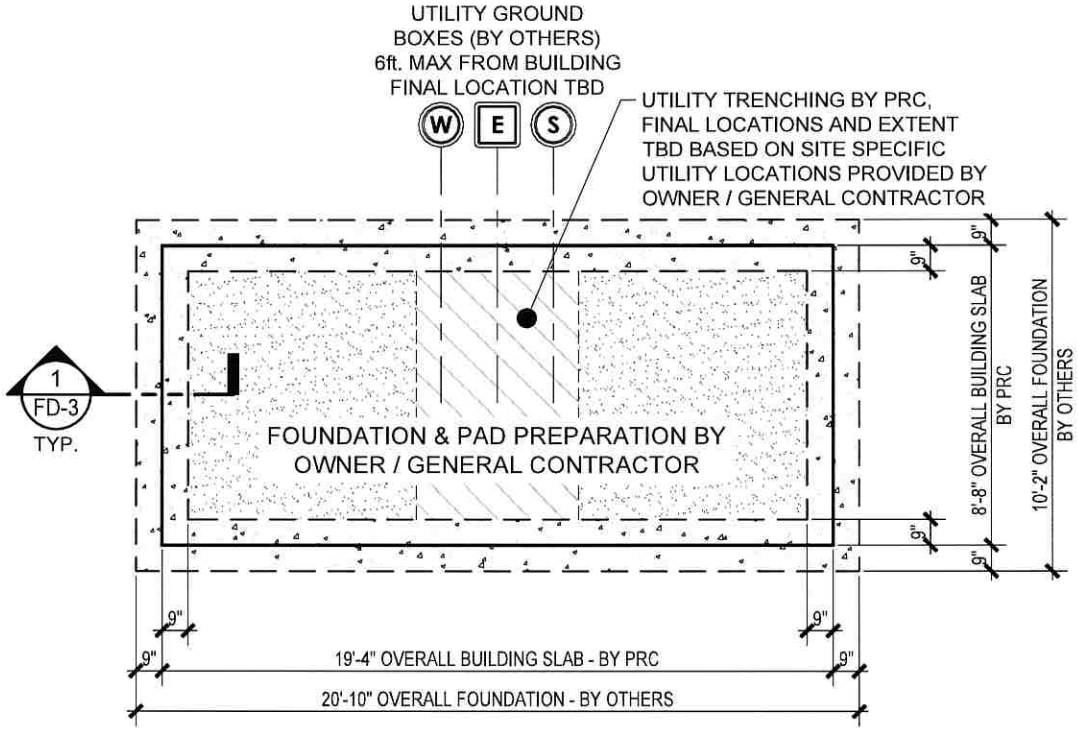
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BUILDING TYPE:	**RESTROOM BUILDING**	DATE: 06/10/2024	DRAWN BY: JAG
		PROJECT #: 11724	
PROJECT:	**WARD PARK** **BLUE SPRINGS, MO**	SHEET: 1 OF 4	**FD-1**

~NOT FOR CONSTRUCTION ~ PRELIMINARY DESIGN DRAWING ONLY ~ DO NOT SCALE, DIMENSIONS PRESIDE

NOTES:

1. **BOTTOM OF PRE-FAB BLDG. MANUFACTURERS SLAB IS DEAD FLAT. TOP OF FOOTINGS & COMPACTED BACK FILL MUST BE DEAD LEVEL. POUR FOOTING WITH LASER TRANSIT TO VERIFY TOP OF FOOTING. IF SHIM PLATES ARE REQUIRED A CHANGE ORDER IS REQUIRED.**
2. **REQUIRED ALLOWABLE SOIL BEARING PRESSURE = 1500 PSF; FIELD VERIFIED BY OTHERS**



1 / FD-2 FOUNDATION / PAD PREPARATION PLAN

SCALE: NOT TO SCALE

PRELIMINARY FOR REFERENCE ONLY

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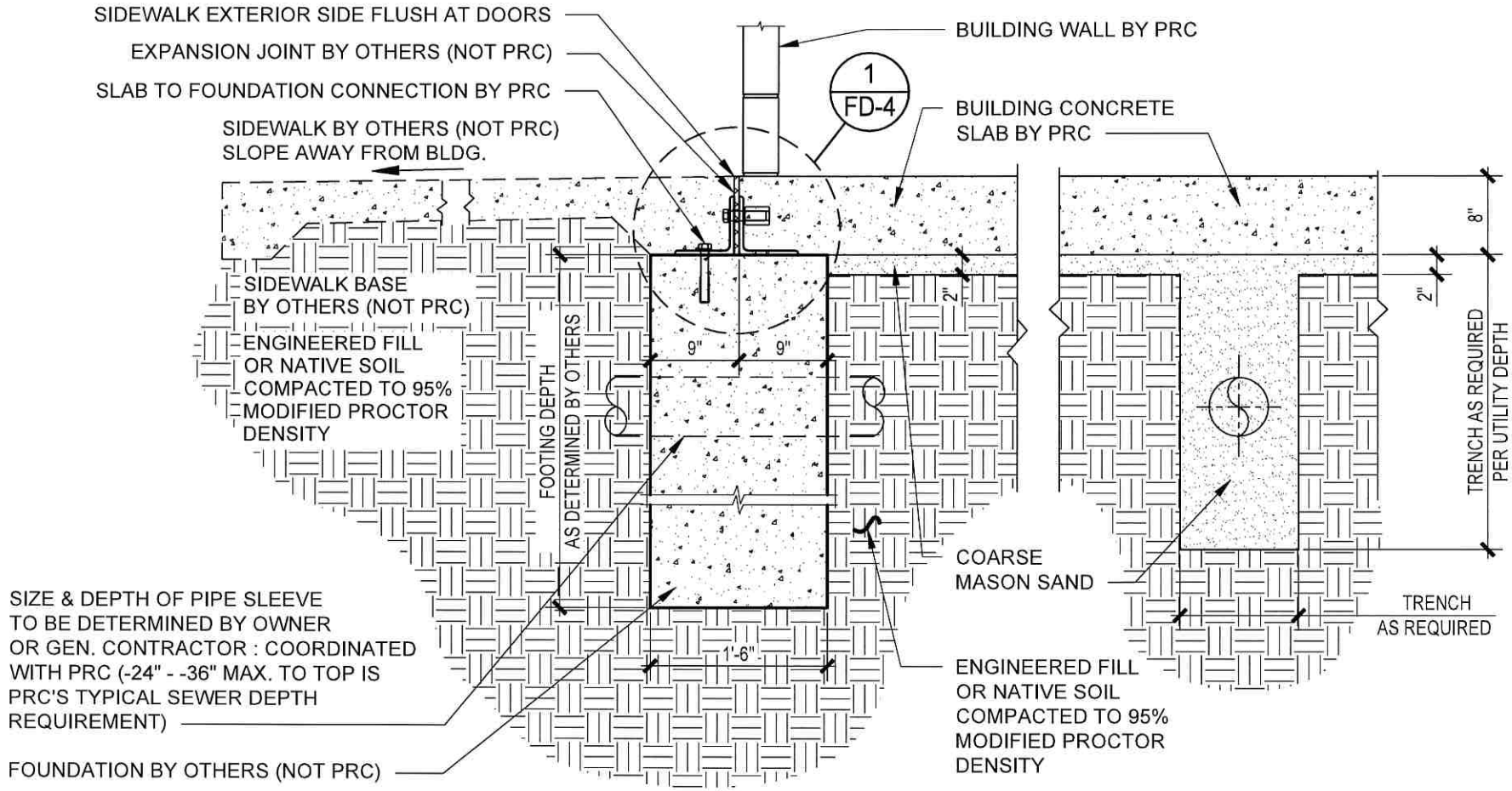
BUILDING TYPE:	**RESTROOM BUILDING**	DATE: 06/10/2024	DRAWN BY: JAG
		PROJECT #: 11724	
PROJECT:	**WARD PARK** **BLUE SPRINGS, MO**	SHEET: **FD-2**	
		2 OF 4	

~NOT FOR CONSTRUCTION ~ PRELIMINARY DESIGN DRAWING ONLY ~ DO NOT SCALE, DIMENSIONS PRESIDE

NOTES:

1. **BOTTOM OF PRE-FAB BLDG. MANUFACTURERS SLAB IS DEAD FLAT. TOP OF FOOTINGS & COMPACTED BACK FILL MUST BE DEAD LEVEL. POUR FOOTING WITH LASER TRANSIT TO VERIFY TOP OF FOOTING. IF SHIM PLATES ARE REQUIRED A CHANGE ORDER IS REQUIRED.**

2. **REQUIRED ALLOWABLE SOIL BEARING PRESSURE = 1500 PSF; FIELD VERIFIED BY OTHERS**



1 / FD-3 **TYPICAL FOUNDATION SECTION DETAIL**

SCALE: NOT TO SCALE

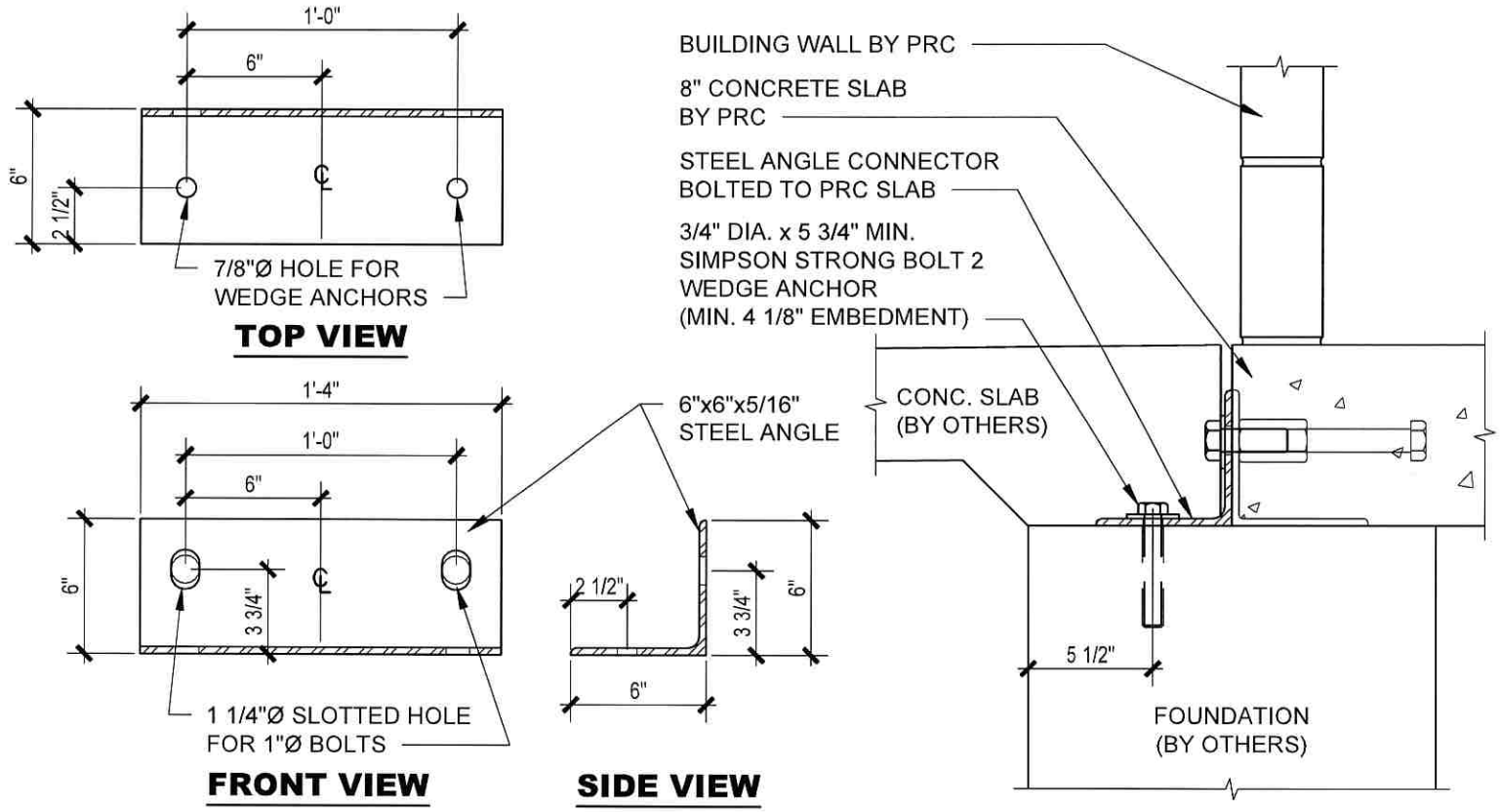
PUBLIC RESTROOM COMPANY
Building Better Places To Go.
Ph: 888-888-2060 | Fax: 888-888-1448

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BUILDING TYPE: **RESTROOM BUILDING**		DATE: 06/10/2024	DRAWN BY: JAG
		PROJECT #: 11724	
PROJECT: **WARD PARK BLUE SPRINGS, MO**		SHEET: 3 OF 4	**FD-3**

~NOT FOR CONSTRUCTION ~ PRELIMINARY DESIGN DRAWING ONLY ~ DO NOT SCALE, DIMENSIONS PRESIDE

NOTE:
QUANTITY AND LOCATIONS OF ANCHORS TO BE DETERMINED BY PRC ENGINEER



1
FD-4

SLAB TO FOUNDATION ANCHOR DETAIL (BY PRC)

SCALE: NOT TO SCALE

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BUILDING TYPE:	**RESTROOM BUILDING**	DATE: 06/10/2024	DRAWN BY: JAG
PROJECT:	**WARD PARK** **BLUE SPRINGS, MO**	PROJECT #: 11724	
		SHEET: 4 OF 4	**FD-4**

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Exhibit D

Prevailing Wage Order #31
State of Missouri – Jackson County

Missouri
Division of Labor Standards
WAGE AND HOUR SECTION

MICHAEL L. PARSON, Governor

Annual Wage Order No. 31

Section 048
JACKSON COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by
Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: **March 8, 2024**

Last Date Objections May Be Filed: **April 8, 2024**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	$69.50
Boilermaker	$39.44*
Bricklayer-Stone Mason	$62.06
Carpenter	$64.94
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	$58.02
Plasterer	
Communication Technician	$62.38
Electrician (Inside Wireman)	$70.32
Electrician Outside Lineman	$61.40
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	$93.11
Glazier	$59.07
Ironworker	$70.66
Laborer	$52.42
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	$50.24
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	$66.05
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	$54.25
Plumber	$78.88
Pipe Fitter	
Roofer	$60.69
Sheet Metal Worker	$76.38
Sprinkler Fitter	$69.92
Truck Driver	$54.27
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.
**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for
JACKSON County

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	$65.11
Millwright	
Pile Driver	
Electrician (Outside Lineman)	$90.71
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	$51.85
General Laborer	
Skilled Laborer	
Operating Engineer	$60.48
Group I	
Group II	
Group III	
Group IV	
Truck Driver	$53.04
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME
and
HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, **"overtime work"** shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

Exhibit E

Example Contract

EFFECTIVE DATE:	TERMINATION DATE:	CONTRACT NUMBER:

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

CONTRACTOR CONTRACT

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

WITNESSETH:

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

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

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

1. **Services**. The City agrees to engage the services of the Contractor and the Contractor agrees to perform the services hereinafter set forth in connection with projects described in ***Exhibit 1*** in accordance with the standard of care, skill, expertise, materials, and requirements set forth in the drawings and specifications. The terms of the City's Request for Proposals dated _____ are incorporated by reference as if fully set forth herein.

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

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

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

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

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

7. **Payment**.

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

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

8. **Termination of Contract.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

c. Workers' Compensation: statutory requirements.

d. Professional Liability Insurance: Contractor agrees to maintain professional liability insurance in the amount of $1,000,000 per claim and in the aggregate during the term of this contract. (If not applicable, delete this subparagraph)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term business entity shall include but not be limited to self-employed individuals (except it shall not include a self-employed individual with no employees), partnerships, corporations, contractors, and subcontractors.

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

DRAFT

Rev. 01/01/2024

Work Authorization Affidavit

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

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

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

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

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

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

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

1. My name is _____ and I am currently the _____ of _____ (hereinafter "Company"), whose business address is _____, and I am authorized to make this Affidavit.

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

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

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

_____ _____
Affiant / Contractor Printed Name

Subscribed and sworn to before me this _____ day of _____, 20___.

_____
SEAL Notary Public

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

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

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

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

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

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

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

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~~27.~~32. Maintenance Bond. Prior to acceptance of the Work, Contractor shall provide a maintenance bond in a form acceptable to the City Attorney and in an amount equal to 50% of the cost of the Work as approved by the City, which shall be in effect for a term of two (2) years from the date that the City issues a certificate of substantial completion for such work covered by the bond, conditioned upon the faithful performance of the provisions, terms and conditions of this contract. The maintenance bond shall name the City as an obligee and copies of the certificates such bond shall be delivered to the City.

~~28.~~33. **Entire Contract**. This contract contains the entire contract of the parties. No modification, amendment, or waiver of any of the provisions of this contract shall be effective unless in writing specifically referring hereto and signed by both parties.

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

CONTRACTOR: _____

By:_____
Name:_____
Title: _____

CITY OF BLUE SPRINGS, MISSOURI

_____
Christine Cates, City Administrator

APPROVED AS TO FORM

_____
John Mullane, Interim City Attorney

Exhibit 1 to Contract Scope of Work	
Name of Contractor	

Scope of Work (Job Description)	The contractor will demolish existing restroom building, and provide construction of foundation and footings, including all utility work, The facility will be built on City owned property located at Ward Park,1000 SW 22nd St , Blue Springs, MO 64015. All work shall be performed in accordance with the Request for Proposal specifications and Contractor Proposal dated June 7, 2024 attached hereto and incorporated herein as Attachments A and B, which include the following Exhibits: CONSTRUCTION of one Park Restroom Facility and utilities: Site Prep as required in Exhibit A. Adherence to soil conditions site prep as required in Exhibit B Demo of existing Restroom Building. Removal and disposal of excesses materials Form and pour all footings as outlined in Exhibit A. Bring all utilities inside the building as outlined in Exhibit C – Civil Drawings to include water, sewer, electric and gas and connections. Apply for all building permits (fees will be waived by the City) Create concrete sidewalk meeting all ADA requirements up to the new building entry doors, if necessary. Install any drives or sidewalks to the building as specified. Backfill and seed surrounding disturbed area. Restoration of any improvements damaged during construction. Attachments: 1) Prevailing Wage Order #___, by reference
Start Date	

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Interim Deadlines (if applicable)	**Date**	**Phase of Project To Be Completed**
Final Completion Deadline		
Reimbursable Expenses	☐ None ☐ Travel, Lodging, Meals, Phone Calls, Copying, Postage	
Maximum Payment	$	Maximum payment for services rendered
	$	Maximum amount of expenses to be reimbursed
	$	Total maximum amount to be paid to Contractor
Method of Payment	☐ Lump sum of entire amount upon satisfactory completion of project ☐ Monthly payments based on rate of $_____ per hour ☐ Incremental payments as follows: ☐ ____% retainage held until completion of project.	

ATTACHMENT 2

Construction of Footings and Utilities for Prefabricated Restroom Building at Ward Park

Vendor Information & Signature Page

Vendor Name: TERRY SNELLING CONSTRUCTION INC

Vendor Owner: TERRY S. SNELLING

Years in Business: 23

Vendor Address: 20004 E YOCUM RD

Independence, Mo. 64058

Vendor Phone Number: 816-985-4507

Vendor Email: terry@terrysnellingconstruction.com

Number of Employees: 22

Management person is responsible for direct contact with the City of Blue Springs and the services required for this Request for Proposal (RFP)

Name: Michael Hallahan

Title: Project Manager

Phone Number: 913-605-3408

Email Address: mhallahan1954@gmail.com

Signature of Authorized Representative

7-29-2024
Date

Print Officer's Name: TERRY S. SNELLING

Construction of Footings and Utilities for Prefabricated Restroom Building at Ward Park

Proposal

Company Name: Terry Snelling Construction Inc.

	Item Cost	Item Total
	Demo of Existing restroom facility	17,349.00
	Site Prep	6,984.00
	Bring Utilities to site	35,455.00
	Footings and foundation	15,338.00
	Concrete ADA accessible sidewalk/Apron	15,126.00
	Backfill and seed all disturbed areas	6,948.00
	PROJECT MANAGEMENT + Site Safety	4,000.00
	Other – Describe:	
	Payment Bond, if not included in pricing above	2,000.00
	Sand backfill material for PRC	800.00
	Permit Application is required by the awarded contractor, but Permit Fees are waived.	0.00
TOTAL PRICE		104,000.00

Water Line extension 14,860

Print Name: Terry S. Snelling

Signature: [signature]

Date: 7-29-24

Revised # 118,860

Comments: Temporary perimeter fence to be 6'-0" chain link panels

TERRY SNELLING CONSTRUCTION, Inc.
20004 E. Yocum Road
Independence, Missouri 64058
Phone (816) 985-4507/ Fax (816) 796-9888

July 29, 2024

City of Blue Springs, Missouri
Parks and Recreation Department
425 NE Mock Avenue
Blue Springs, MO. 64014

RE: Request for Proposal
Construction of Footings & Utilities Prefabricated Restroom Building
Ward Park

To: Parks & Recreation Review Committee

Terry Snelling Construction, Inc. (TSC) is pleased to respond to the above referenced RFP for the construction of footings and utilities for the new prefabricated restroom building at Ward Park. TSC has reviewed all requirements of the RFP and desires to perform the required work that it is necessary to complete the scope of services requested per the RFP.

As part of the requirements to be evaluated for consideration to complete the construction of the project TSC has provided a site-specific Work Plan and proposed pricing to perform the work as indicated within our Work Plan. The specific work required can be completed prior to November 1, 2024, but is subject to adjustments based on the actual date that the Prefabricated Restroom Building is to be delivered to the park which TSC has no control over.

TSC has provided a fair amount of information to assist in the City's representatives review of our proposal. TSC has the necessary equipment and manpower available to successfully complete the project within the target completion date with the biggest variables that could impact the timely completion of the project being unfavorable and impactful weather conditions and/or building delivery and installation.

As noted on the Work Plan, all work will be constructed in accordance with the terms and conditions indicated in the RFP, in good quality material and workmanship by TSC and in accordance with the prefabricated building manufactures product data and specifications. Should an unforeseeable condition arise that substantially effects the overall sequence or constructability of the project, TSC will timely notify the City's representative and advise and consult on the work necessary to remediate the condition.

Resumes of key personal have been provided with our proposal package submittal. Our proposed project superintendent will be John Phillips. He will be required to manage and perform the day-to-day scheduling of manpower and material deliveries necessary for on-site construction of the project. Michael Hallahan will be required to perform the job oversite in terms of coordinating all project activities and the quality control necessary to ensure that all work performed, and materials provided are of the quality specified and required to properly construct the project. Terry Snelling will be the Contractors representative and will be responsible to provide funding, accounting and payroll reporting as construction on the project proceeds. Basically, the channel of communication starts with Mr. Phillips, is noted and addressed by Mr. Hallahan and ultimately reviewed and approved/questioned by Mr. Snelling.

Please review the TSC proposal package in response to the RFP and advise if any additional information is required as part of the City's review of our proposal. TSC appreciates the opportunity to provide a proposal for this project and looks forward to partnering with the City's Park & Recreation Department in the construction of the project.

Respectfully submitted:

Terry Snelling Construction, Inc.

Terry Snelling, President

PROJECT: RFP Construction of Footings and Utilities for Prefabricated Restroom Building
LOCATION: Ward Park 1000 SW 22nd Street Blue Springs, MO. 64015
OWNER: Blue Springs, MO. Park & Recreation Department
CONTRACTOR: Terry Snelling Construction, Inc (TSC)

Proposed Work Plan:

TSC proposes to construct the footings and utilities for the new Prefabricated Restroom Building in accordance with the City's RFP and the prefabricated building manufacturer requirements and specifications, including the following work items:

- Procure the necessary City permits as required for the new construction.
- Prepare the work site for the new construction by noting and preparing site access for the new construction and installing a protective fence barrier around the work area.
- Disconnect the utilities to the existing restroom structure in accordance to work requirements and local utility requirements.
- Properly demolish the existing restroom facility and legally dispose of demolition debris off-site.
- Excavate footings from the existing restroom facility in preparation of constructing the footings and foundation for the new prefabricated restroom building structure. Legally dispose of concrete debris and excess excavated material off-site.
- Excavate and construct the new concrete footings and foundation for the new prefabricated restroom building in accordance with the details provided by the prefabricated restroom building manufacturer and Olson Associates.
- Properly backfill the new footings and foundations with suitable excavated soil material and crushed rock backfill as required. The backfill material requires a suitable effort to properly compact the backfill material placed.
- Observe the installation of the new prefabricated restroom structure on the newly constructed footings to insure proper fit and verify the of utility service termination locations.
- Construct the new utility connections of the sanitary sewer service piping, the water service piping and the electrical service conduit and wiring. Connections will be made at the connection points on the new prefabricated restroom building provided by the building manufacturer. The new electrical service meter and service request needs to be requested by the city to the electrical service provider, including payment of any connection fees. TSC has assumed that the power requirements to the new building is identical with the power provided for the existing restroom facility. TSC has also assumed that the piping to be connected to provide the sanitary sewer piping and water service piping is compatible to underground piping existing near the existing restroom building.
- Test all utility service line connections to ensure operational capabilities and proper function within the new prefabricated restroom building.
- Properly grade and prepare final grades adjacent to the new structure to conform to existing site conditions and ADA compliance.
- Construct new reinforced concrete sidewalk and apron to conform to RFP alignment and requirements, including conformance to ADA accessible guidelines and existing site requirements.
- Final grade all disturbed lawn areas to properly drain away from the new restroom building.

- Remove all materials provided for jobsite access and repair any pavement or walks damaged during construction by TSC actions.
- Remove all protective fence barriers provided at the beginning of construction.
- Seed and mulch all disturbed lawn areas affected by the new construction. Provide initial watering of the seeded areas and make arrangement with City's representatives to maintain the seeded lawn areas with their forces until grass areas are established.
- Meet with City representatives for final acceptance and to establish any deficiencies noted for correction prior to final acceptance.

General Construction Notes

- TSC will maintain protective measures at the work location to ensure site safety utilizing temporary fencing and barricades.
- All work will be performed in accordance with the conditions and requirements of the RFP and in accordance with the City of Blue Springs Standards and Specifications.
- The City of Blue Springs is to provide a project exemption certificate for sales tax payment for materials purchased for utilization in construction of the project.
- Any necessary City permits will be acquired for the project for work performed by TSC. All inspection and permit fees are to be waived by the city.
- Any damage done at the site by others will be repaired by the damaging party.
- TSC will provide a certificate of insurance prior to construction in accordance with the limits provided in the RFP.
- A Performance and Payment Bond will be provided to the city, if necessary.

PROJECT: RFP Construction of Footings and Utilities for Prefabricated Restroom Building
LOCATION: Ward Park 1000 SW 22nd Street Blue Springs, MO. 64105
OWNER: Blue Springs, MO. Park & Recreation Department
CONTRACTOR; Terry Snelling Construction, Inc.
DATE: July 29, 2024

PROJECT TIMELINE SCHEDULE

Estimated Restroom Delivery Date- November 1, 2024

Construction Start Date- 25 Days Before Building Delivery

Construction Sequence-

1. Site Preparation- 2 Working Days
2. Demolition of Existing Restroom Facility- 3 Working Days
3. Construction of Concrete Footings & Foundations- 5 Working Days
4. Utility Service Lines (1 ½" Copper Water Service, Waterline Bore, 4" PVC Sanitary Sewer Service, 3" PVC Electrical Service Line)- 7 Working Days following Building Installation
5. Concrete Sidewalk, Stoops and Apron- 3 Working Days
6. Finish Grading & Seeding- 2 Working Days
7. Site Cleanup & Demobilization- 1 Working Day

Please note that the utility service lines need to be installed after the Public Restroom Company (PRC) completes the utility lines under the new structure to 6' outside the building structure. If PRC can attach at the connection points that TSC has constructed prior to the building delivery and installation, then the timeline can be condensed. This is only possible if PRC can provide the utility service design information detailing utility sleeve locations and, if necessary, has provided a cost to the city for the utility service line connections 6' outside the building. Also, a timeline for Evergy to install an electric meter and energize the electrical power is an unknown. TSC will do everything in their power to coordinate work and complete construction in a timely manner.

PROJECT: RFP Construction of Footings and Utilities for Prefabricated Restroom Building
LOCATION: Ward Park 1000 SW 22nd Street Blue Springs, MO. 64105
OWNER: Blue Springs, MO. Park & Recreation Department
CONTRACTOR; Terry Snelling Construction, Inc.
DATE: July 29, 2024

PROJECT QUALITY CONTROL

Throughout the performance of the onsite activities, TSC will provide a qualified site technical representative on a daily basis to observe and coordinate the onsite work with the TSC Project Superintendent, and to confirm and inspect quality control and quality assurance for all onsite construction activities. Quality control measures to be provided by the TSC site manager will include:

- Confirm that all work on the project is in accordance with the Project Work Plan.
- Visually confirm that the construction of the footings and foundations are in accordance with the details and specifications of the prefabricated restroom building manufacturer and engineered structural drawings.
- Visually confirm the layout of the footings and foundations.
- Maintain contact with City representatives for any required site inspections necessary.
- Maintain assurance that the site utilities are properly installed and connected to the new restroom building service extensions (6' outside new building).
- Confirm that the project site has been cleaned up and that all disturbed areas have been properly graded and stabilized.
- Schedule and attend a final site review with City representatives and note any deficiencies or corrections in construction required.
- Document any unusual or differing condition at the work sites that need to be reviewed and addressed as work progresses. Come up with detailed measures necessary to address any condition that may impact either the quality of construction or the length of time that project completion maybe delayed.

TERRY SNELLING CONSTRUCTION, Inc.
20004 E. Yocum Road
Independence, Missouri 64058
Phone (816) 985-4507/ Fax (816) 796-9888

July 30, 2024

Mr. Justin Stuart, CPRP, Director
City of Blue Springs, Missouri
Department of Parks & Recreation
425 NE Mock Ave
Blue Springs, Missouri 64014

Re: Construction of Utilities for Prefabricated Restroom Building
Ward Park
Water Service Line Extension

Dear Mr. Stuart:

Terry Snelling Construction (TSC) has been requested to provide a cost proposal to construct approximately 225 LF of 1 ½" copper water service piping requiring to be constructed as part of the utility service extensions and modifications for the new prefabricated restroom building to be installed at Ward Park. The proposal is only for the additional footage of copper piping required to extend the water service piping to a location near the existing 1" water meter pit. The original design provided by Ollson Associates indicated that the water service pipe length necessary for the project was 73 LF and 1 ½" in size.

TSC has provided a breakdown of costs to construct the additional 152 LF of 1 ½" water service piping. Included in the breakdown of cost for the additional water service piping are the additional material, labor, equipment, supervision, bond premium, overhead and profit costs. TSC has estimated that the work will require three days to complete barring any conflicts or hindrances that possibly may be encountered during the construction.

Please review the scope of work to be performed and the cost of the work and advise if you have any questions or concerns. TSC will complete the additional work during construction of the project following acceptance of our cost proposal.

Respectfully submitted:

Terry Snelling Construction, Inc.

Mike Hallahan, Project Manager

PROJECT: Construction of Footings and Utilities for Prefabricated Restroom Building
LOCATION: Ward Park 1000 SW 22nd Street Blue Springs, MO 64015
OWNER: Blue Springs, MO Park & Recreation Department
CONTRACTOR: Terry Snelling Construction, Inc. (TSC)

Subject: Breakdown of cost to extend the length of the 1 ½" Copper water service piping required to connect the water service piping at a revised location on the project site.

COST BREAKDOWN:

WORK ITEM 1-Trench & Backfill Water Service Pipe

Materials-	
1 ½" Copper Piping- 3 Rolls (180 LF) @ $ 1,305 per Roll	$ 3,915.00
1 ½" Compression Couplings- 4 Each @ $ 141.00 per Each	$ 564.00
Miscellaneous Materials- Lump Sum @ $ 175.00	$ 175.00
Total Material Cost	$ 4,654.00
Labor-	
Crew- 1 Operator Foreman, 1 Operator & 2 Laborers- $ 290.00 per HR	
Trench & Backfill- 16 Hours @ $ 290.00 per HR	$ 4,640.00
Material Delivery- Lump Sum @ $ 125.00	$ 125.00
Total Labor Cost	$ 4,765.00
Equipment-	
Mini Excavator- 2 Days @ $ 475.00 per Day	$ 950.00
Skid Steer Loader- 2 Days @ $ 400.00 per Day	$ 800.00
Fuel- 120 Gallion @ $ 4.00 per Gallion	$ 480.00
Total Equipment Cost	$ 2,230.00

WORK ITEM 2-Cleanup & Seed

Materials-	
Seed Material- ½ Bag @ $ 90.00 per Bag	$ 45.00
Fertilizer- 2 Bags @ $ 22.00 per Bag	$ 44.00
Straw Mulch- 5 Bales @ $ 5.00 per Bale	$ 25.00
Total Material Cost	$ 114.00
Labor-	
Cleanup/Seed- 4 Hours @ $ 225.00 per HR	$ 900.00
Total Labor Cost	$ 900.00

Cost Breakdown Summary:

Trench & Backfill Water Service Pipe-

Total Material Cost-	$ 4,654.00
Total Labor Cost-	$ 4,765.00
Total Equipment Cost-	$ 2,230.00
Subtotal Cost-	$ 11,649.00

Cleanup & Seed-

Total Material Cost-	$ 114.00
Total Labor Cost-	$ 900.00
Subtotal Cost-	$ 1,014.00

Trench & Backfill Water Service Pipe-	$ 11,649.00
Cleanup & Seed-	$ 1,014.00
Total Combined Costs-	$ 12,663.00
+ 15% Overhead & Profit	$ 1,899.00
Subtotal Cost	$ 14,562.00
+ Bond Premium	$ 298.00
TOTAL AMOUNT REQUESTED	**$ 14,860.00**

Construction of Footings and Utilities for Prefabricated Restroom Building
References

REFERENCES
Please list a minimum of two prefer three corporate or municipal customers for whom you have performed this type of work in the past for.

Reference #1

Name of Company: City of Lone Jack Mo

Contact Name: Shannon Carmack - James Jackson Park

Phone Number: 816-697-2503

Reference #2

Name of Company: Diamond Contractors

Contact Name: SHAWN NOLAND

Phone Number: 816-985-6882

Reference #3

Name of Company: City of Raymore Parx Dept

Contact Name: Steve Rulo

Phone Number: 816-810-6744

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: July 29, 2024 **CONTRACT NO.**

SUBMITTED BY: Karen VanWinkle **DEPARTMENT: Finance/Utility Billing**

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

ISSUE/REQUEST

Adopt a resolution approving a five-year contract with InfoSend, Inc. for the processing and printing of water and sewer utility bills, with an annual cost of $22,606 for supplies, plus an estimated $96,120 for postage as a pass-through expense.

BACKGROUND/JUSTIFICATION

The City has contract with an outside agency since October 2008 for processing, printing, and mailing water and sewer bills. The most recent contract with BerkOne, Inc. expires on September 30, 2024.

A Request for Proposals for processing, printing and mailing water and sewer bills was posted on June 2, 2024, and nine bids were opened on June 28, 2024. Staff reviewed the bids, clarified information with the respective bidders as needed, and reached out to the references. InfoSend, Inc. was determined to have submitted the best and most advantageous bid.

The compensation and reimbursement paid to the contractor under the terms of this contract shall be $0.127 for supplies plus current postage of $0.54 for each bill mailed. The total payment is contingent on the number of bills mailed. This cost will remain in effect for two years, and beginning in the third year of the five-year contract, the supplies costs may increase by the amount of the CPI, not to exceed 3% annually. Postage throughout the term of the contract will be based on the rate in effect at the time the bills are mailed and is a pass-through cost.

The mailing costs included in the bids are pass-through costs and are contingent on the United States Postal Service rates in place at the time of mailing less any discounts for which the vendor may qualify based upon their method of handling the mailings.

Supplies are currently estimated to be $22, 606 and postage is currently estimated to be $96,120.

The Finance Department recommends entering into a five-year contract with InfoSend, Inc. for processing and printing water and sewer bills expiring on September 30, 2029.

FINANCIAL IMPACT

Contractor:	InfoSend, Inc.
Amount of Request/ Contract:	$118,726 estimated annually
Amount Budgeted:	$127,365
Budget Year:	FY 2024-2025
Funding Source/Account #:	430-13590-520300 - $96,120

	430-13590-530100 - $22,606
Account Balance:	430-13590-520300 - $93,765 430-13590-530100 - $33,600 On approval of the FY 2024-25 Budget Date: 8/8/2024

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
October 1, 2024	September 30, 2029
Years and Months Contract in effect	**Number of times renewable**
5 years	0

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with contract attached as Exhibit A

REVIEWED BY:

Requesting Director: ***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:	☒	
Certificate of Insurance:	☒	
E-Verify Affidavits:	☒	
E-Verify proof of enrollment:	☒	
Bond:	☐	N/A
Anti-Discrimination Against Israel Act Certification (contract over $100,000)	☒	Within contract document

Wage Order, by reference	☐	Wage Order Number: N/A
IRS Form W-9:	☒	
Bid/RFP/RFQ: (submit all)	☒	
Bid/RFP/RFQ Tabulation:	☒	
Bid Waiver: (less than three bids)	☐	N/A
Contractor address and email:	☒	InfoSend, Inc. 4240 E. La Palma Ave. Anaheim, CA 92807
Project Exemption Certificate needed:	☐	N/A
Other:	☒	

Resolution No. 62-2024

A RESOLUTION APPROVING A FIVE-YEAR CONTRACT WITH INFOSEND, INC. FOR PRINTING AND MAILING OF THE CITY'S UTILITY BILLS

WHEREAS, the City has contract with an outside agency since October 2008 for processing, printing, and mailing water and sewer bills. The most recent contract with BerkOne, Inc. expires on September 30, 2024.;

WHEREAS, on June 2, 2024, a Request for Proposals for Printing and Mailing of Water & Sewer Bills was issued with a closing date of June 28, 2024, at 3:00 pm CST;

WHEREAS, nine bids were received and evaluated, and InfoSend, Inc. was selected as having the best and most advantageous bid for the City;

WHEREAS, the Finance Department now recommends the City award the contract to InfoSend, Inc. for work based on the scope of services defined in the bid document;

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

Section 1. The City Administrator is hereby authorized to enter into a five-year contract with InfoSend, Inc. for the printing and mailing of the City's utility bills in the estimated amount of $22,606 for supplies, plus an estimated $96,120 for postage as a pass-through expense annually. A copy of the proposed Contract is attached hereto as Exhibit "A" and is incorporated herein.

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 19th day of August, 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

EFFECTIVE DATE: August 20, 2024	TERMINATION DATE: September 30, 2029	CONTRACT NUMBER:

CITY	CONTRACTOR
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**	**InfoSend, Inc.** **4240 East La Palma Ave.** **Anaheim, CA 92807**
Department: Finance Utility Billing Karen VanWinkle & Beth Overstreet	Attention: Russ Rezai - President Robert Crawford – Regional Sales Manager
Phone: 816-228-0106 816-622-4449	Phone: 714-993-2690 or 714-795-7974

CONTRACTOR CONTRACT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

7. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that the compensation and reimbursement paid to the contractor under the terms of this contract shall be $0.127 for supplies plus current postage of $0.54 for each bill mailed. The total payment is contingent on the number of bills mailed. This cost will remain in effect for two years, and beginning in the third year of the five-year contract, the supplies costs may increase by the amount of the CPI, not to exceed 3% annually. Postage throughout the term of the contract will be based on the rate in effect at the time the bills are mailed and is a pass-through cost. When needed, the contractor will also supply mailing services for utility bill inserts at the rate of $0.01 for each bill mailed.

8. **Termination of Contract.**

a. **Termination for breach.** Failure of the Contractor to fulfill Contractor's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and

description of services set forth in ***Exhibit 1*** shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Contractor by U.S. Postal Service Mail or by hand delivering a copy of the same to the Contractor; or may give notice by any combination of these methods. The date of termination shall be the date upon which notice of termination is hand delivered to Contractor or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished deconstruction, reconstruction, new construction, repairs, and materials as required of the Contractor under this contract shall at the option of the City become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such project; provided, that the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Contractor.

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

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

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

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

12. **Occupational License**. The Contractor shall obtain and maintain an occupational license with the City of Blue Springs, Missouri, if required by City Code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. Contractor shall

not purchase materials or begin work on this contract until this occupational license has been obtained.

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

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

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

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

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

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

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

18. **Insurance.** Contractor agrees to maintain insurance as set forth below and provide to City certificates of coverage evidencing said coverage at the time of signing this contract and on each anniversary of such insurance coverage during the term of this contract and any renewals, which

certificates shall contain a provision that the policy will not be cancelled unless and until thirty (30) days' notice of said cancellation has been given to the City, but, in any event, the Contractor, any time after the contract has been signed, shall notify the City of any impending cancellation, actual cancellation, termination or nonrenewal of the policy by faxing or delivering to the City a copy of the insurer's cancellation, termination or nonrenewal notice to Contractor within two (2) business days of Contractor's receipt of said notice. Contractor shall also advise the City in writing within two (2) business days of any oral or other advisement by the insurer of any impending cancellation, actual cancellation, termination or nonrenewal of the policy. (If the City gives written permission for some of the work under this contract to be subcontracted or it is subcontracted, Contractor shall assure that the subcontractor has the insurance set forth below and that the City and Contractor are listed as an additional insured on all of subcontractor's policies):

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

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

c. Workers' Compensation: Statutory requirements.

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

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

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

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

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

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

20. Enrollment in Work Authorization Program and Affidavit Concerning Employment of Unauthorized Aliens. If this contract, awarded to a business entity, is in excess of five thousand dollars, the business entity, and any subcontractors of the business entity, shall, by

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

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

Work Authorization Affidavit

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

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

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

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

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

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

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

1. My name is _____ and I am currently the _____ of _____ (hereinafter "Company"), whose business address is _____, and I am authorized to make this Affidavit.

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

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

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

_____ _____
Affiant / Contractor Printed Name

Subscribed and sworn to before me this _____ day of _____, 20___.

_____
SEAL Notary Public

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

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

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

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

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

CONTRACTOR: INFOSEND, INC.

By:_____
Name: Rysteen Rezai
Title: President

CITY OF BLUE SPRINGS, MISSOURI

_____
Christine Cates, City Administrator

APPROVED AS TO FORM

_____
John Mullane, Interim City Attorney

<table>
<tr><td colspan="3">Exhibit 1 to Contract

Scope of Work</td></tr>
<tr><td>Name of Contractor</td><td colspan="2">InfoSend, Inc</td></tr>
<tr><td>Scope of Work (Job Description)</td><td colspan="2">Provide printing and mailing services as requested in the City's RFP dated June 6, 2024 via a secure FTP portal for weekly data file uploads to facilitate the processing, printing, and mailing of utility statements with a 24–48-hour turnaround from file approval to mailing. The City can review PDF proofs, exclude specific records, and approve the final documents before production. InfoSend will verify mailing addresses using USPS's National Change of Address service and handle all necessary paper products and postage, invoicing based on usage. The contract, starting August 20, 2024, and ending September 30, 2029, with training and portal setup commencing after contract execution.

All work shall be performed in accordance with Contractor's response to RFP for Printing and Mailing Services for Water and Sewer Bills dated June 6, 2024, attached hereto, and incorporated herein as Attachment 1.</td></tr>
<tr><td>Start Date</td><td colspan="2">August 20, 2024</td></tr>
<tr><td rowspan="2">Interim Deadlines (if applicable)</td><td>Date</td><td>Phase of Project To Be Completed</td></tr>
<tr><td>August 20, 2024</td><td>Set up, testing, inventory and preparation of bill printing completed</td></tr>
<tr><td>Final Completion Deadline</td><td colspan="2">September 30, 2029, with no renewal options.</td></tr>
<tr><td>Reimbursable Expenses</td><td colspan="2">☒ None ☐ Travel, Lodging, Meals, Phone Calls, Copying, Postage</td></tr>
<tr><td rowspan="3">Maximum Payment</td><td>As set forth in paragraph 7.b</td><td>Maximum payment for services rendered</td></tr>
<tr><td>$</td><td>Maximum amount of expenses to be reimbursed</td></tr>
<tr><td></td><td>Total maximum amount to be paid to Contractor</td></tr>
<tr><td>Method of Payment</td><td colspan="2">☐ Lump Sum Of Entire Amount Upon Satisfactory Completion of Project
☐ Monthly Payments Based On Rate of $_____ Per Hour
☒ Incremental Payments As Follows: Weekly
☐ ____% retainage held until completion of project.</td></tr>
</table>

ATTACHMENT A

An *Innovative* Outsourcing Partner

InfoSend, Inc. Response to:

City of Blue Springs, MO
Request for Proposal for Printing and Mailing Services of Water and Sewer Bills

Due: June 28, 2024

Time: 3:00pm CST

Prepared for: Finance/Utility
Billing Department

Provided by: Robert Crawford
Territory Sales Manager
robert.c@infosend.com
Office: 714.993.2690
Mobile: 714.795.7974

infosend

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W9 Form 30
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Work Authorization Affidavit 32

• Cover Letter

June 25, 2024

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

Atttn: Beth Overstreet & Jennifer Kennedy

To the Finance/Utility Billing Department:

InfoSend, Inc. is pleased to present this response to the City Blue Springs, MO for its Request for Proposals for Water and Sewer Bill Printing and Mailing Services, due June 28, 2024 at 3:00pm Central Time. InfoSend, Inc., founded in 1996, is a privately held California corporation with a mission to provide the best possible Customer Communications Management (CCM) platform while still maintaining a client-focused company culture. Now delivering more than 250 million print and electronic documents annually across multiple channels, InfoSend proudly maintains an industry best client retention and satisfaction rate.

InfoSend has never been purchased by or taken funding from a Private Equity or Venture Capital firm. InfoSend's initial startup capital was provided by its CEO and all growth since that point has been funded by using bank loans and the company's own profits. This continuity of ownership has provided our clients with a stable partner because the company's priorities never change. Our primary mission is to provide high quality service and support that leads to long term relationships with our clients. Many firms in our industry purchase market share by offering services at or slightly above cost only to later sell the company to an investment firm. InfoSend has taken the opposite approach by bidding attractive yet sustainable fees in exchange for high quality services with a low risk of ownership changes and the service degradations that often result from those changes when new owners slash costs to create a return on their investment.

InfoSend provides a comprehensive outsourced bill printing, mailing, and eBilling/payments setup to over 800 clients nationwide. InfoSend's team is confident that our offering and benefits presented herein will provide "Entity" and its customers with the greatest value in the market today. InfoSend meets or exceeds the requirements specified in the scope of work, and additional to quoting services pertaining to the requirements we have also included supplemental information about our processing setup, data security, and bill print/mail solution. We propose to provide the City of Blue Springs' print and mail services from our InfoSend Illinois facility without the use of subcontractors for any portion of the production, including disaster recovery. InfoSend has five production facilities strategically positioned across the country and has provided detail on each location in this response document.

Key Advantages of InfoSend

- Company culture prioritizes client satisfaction, leading to industry best client retention and satisfaction rate.
- Over 230 employees across multiple states, with high employee retention ensuring clients are handled with consistent knowledge and care.
- Wholly owned and operated out of 5 regional production facilities. We never use subcontractors to sub excess printing volume out to other vendors.
- Modern Electronic Billing, Payment and Presentment platform, with PCI-Level 1 certification, IVR and SMS.
- Specializes in supporting 650+ utility clients nationwide, out of our 800+ clients.
- InfoSend is CIS agnostic and has interfaced with more than 50 different CIS platforms, including Harris Innoprise
- 26+ years of expertise working with the USPS, guaranteeing the lowest cost presort and most efficient setup, never marking up postage from USPS rates.
- Excellent account management tools and personnel with continued attention to cost savings.
- No need to order preprinted stock, due to our full color duplex variable printing capabilities and customer targeted messaging.

- We manufacture our own #10 outgoing and #9 return envelopes
- Capacity to handle both high-volume and low-volume, specialized print and mailing requests with fast turn-around times.
- PCI DSS Level 1 Compliant and SOC 2 Type I & II Audited as well as other regulatory compliance.

RFP Contact
InfoSend's Territory Sales Manager Robert Crawford is the designated contact for any questions regarding the content and pricing of this RFP response.

Robert Crawford
Territory Sales Manager
robert.c@infosend.com
800.955.9330 x 364

Russ Rezai is InfoSend's contract administrator and the person who is authorized to enter into an Agreement with the City.

Russ Rezai
President
russ.r@infosend.com
800.955.9330

Summary
The InfoSend solution is a complete, proven technology practice that includes print/finish/mail services, and an enhanced print and delivery process. InfoSend provides unequalled technical support, based on our proven experience and significant investment in staff and R&D roadmap. We believe that efficiencies can be improved by introducing new thoughts and ideas. We are proud to say that in 26 years we have never had a public agency client discontinue services with InfoSend due to programming, production, quality, customer service, or operational issues. We think that makes us pretty unique in our industry.

InfoSend's Customer Communications Management (CCM) platform distributes critical documents across multiple channels, including InfoSend's own manufacturing environments in Texas, California, Illinois, Florida and Massachusetts for Data Processing, Printing and Mailing (DPPM). InfoSend's hosted Electronic Billing, Presentment and Payment (EBPP) applications drive the customer remittance process with web, IVR, SMS and Bank BillPay payments. The cloud-based, Software as a Service (SaaS) approach allows InfoSend to refine offerings without client-side installed software or maintenance, as well as providing for flexible integrations to existing systems or vendors.

InfoSend is capable and eager to meet the requirements as laid out in this proposal, leveraging our experience and focus on client satisfaction. Further, the commitment to evolving the services ensures that a partnership with InfoSend will help your organization evolve with the continually changing landscape of consumer communication, interaction, and payments.

Thank you for the opportunity.

Russ Rezai
President
Email: russ.r@infosend.com
Office: 714.993.2690 x233

Robert Crawford
Territory Sales Manager
Email: robert.c@infosend.com
Office: 800.955.9330 x 364

• Personnel and Supervision:

All tasks must be performed by skilled, experienced personnel directly employed, supervised, and trained in printing trade practices.

InfoSend acknowledges and accepts this requirement. InfoSend has been delivering services for over 28 years to our municipal and utility clients and is well positioned to perform The City's work on a recurring basis.

• Availability:

The contractor must be available "on call as needed" during production to respond to City representatives.

InfoSend Client Services Support

InfoSend's mission to provide the industry-best support requires excellence and attention to detail within the Client Services (CS) department. InfoSend has designed support around extensive procedural controls to ensure client output is handled accurately and issues are addressed expeditiously. The following describes InfoSend's standard support coverage, the services that are included as part of annual software support, a listing of call priorities and an outline of escalation procedures.

InfoSend offers emergency an after-hours support line. An after-hours answering service is available 24/7/365. The answering service contacts InfoSend employees sequentially until one receives and acknowledges the call. Requests can be answered within 4 hours. InfoSend provides escalation phone number and contacts during the implementation. After-hours support may be billable. Please note, with the extensive support hours and support channels available, the after-hours answering service being used is extremely rare. Please see typical support channels overview below:

Support Channels and Availability
InfoSend provides the following methods to be reached to initiate a support request:

- 800 Toll-Free Telephone support: (800) 955-9330
- Email via support@infosend.com
- Free electronic access 24 x 7 at www.infosend.com with the following online benefits:
    - Log, track & close support requests
    - View & update support requests
    - Access published documentation
    - Access available downloads
    - Download reports
    - View Job Tracking statistics
    - Download sample files in PDF format

Standard hours of support are from 6:00 AM Pacific to 6:00 PM Pacific, Monday through Friday, excluding designated statutory holidays. Weekend assistance is available and must be scheduled in advance and in most cases is billable.

In response to this RFP indicate any stop or close operation time periods throughout the year.

InfoSend recognizes the below holidays and will be closed should they fall on a weekday.

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

• Utility Billing Schedule:

The Utility Billing Department issues bills in four cycles with due dates on the 7th, 14th, 21st, and 28th of each month.

InfoSend acknowledges this statement. Weekly cycles are standard for some of our clients.

Bills are prepared 28-30 days before these due dates, adjusted for weekends and major holidays.

InfoSend acknowledges this statement.

Weekly notifications regarding the next file will be provided to the contractor by the City.

InfoSend acknowledges this statement. Once the implementation has been completed and your programs are live, the system is automated to accept jobs at the City's discretion.

The contractor must provide a secure User Portal for weekly PDF file transmission, updating file status through printing and confirming job completion and USPS delivery.

InfoSend acknowledges and meets this requirement. Below are some of the features of our secure client portal. We would be happy to setup a demo during your decision-making process to help illustrate the day to day.

Data Processing, Print and Mail Reporting Highlights

InfoSend's Customer Communications Management (CCM) platform provides clients with the necessary reports to reconcile and receive updates throughout the Data Processing, Print, and Mail (DPPM) process. InfoSend standard reporting workflow is provided by default, and is able to provide certain reports in a variety of methods including text files, comma delimited files, HTML formatted reports, and in some cases PDFs.

All reports are available either through the InfoSend website and can also be emailed or transmitted via secure FTP. In addition, clients have the capability of assigning internal contacts that have permissions to access/receive reports.

File Transfer Acknowledgement Report
Upon client upload of a data file for processing, InfoSend will send the File Transfer Acknowledgement Report as certification of receipt of the file. The File Transfer Acknowledgement Report provides information about the file name, byte size, page/record count, and file receipt date. This report is posted to InfoSend's secure web portal for viewing and is also commonly emailed to designated client staff members.

Process Summary Report
The Process Summary Report is a detailed PDF document that summarizes key data points contained within a document run batch. If a client chooses to review sample files prior to printing, the Process Summary Report will be included as a cover page within each set of samples. It is also posted to InfoSend's "Reports" tab of the web portal in PDF form. The Process Summary Report details important information such as data files that were included within the job, document details such as page count and batch amount if documents are bills, print output information, suppressions, inserts included, and USPS presort counts and estimated postage.

Process Summary Report

Job Code: INF0929A

Report Generated 10:04am September 29, 2013

Data Files

Filename	File Received
INFOSEND_BILLINGDATA_20130929A.TXT	2013-09-29 09:25am
INFOSEND_CYCLEDATA_20130929A.TXT	2013-09-29 09:25am

Document Input

Accounts	First Pages	Total Pages	Batch Amount
12,000	12,000	18,000	$900,000.00

Print Output

Accounts	First Pages	Total Pages	Amount	Mailpieces	Non-Barcoded Mailpieces	Householded Mailpieces	NCOA Updates
11,000	10,000	14,000	$800,000.00	10,005	77	95	38

Suppressions

Accounts	First Pages	Total Pages	Amount	Name
250	250	250	$25,000	Undeliverable Address
250	250	250	$25,000	Client Suppression Rule(s)
250	250	250	$25,000	eBilling Paperless Suppression
250	250	250	$25,000	InfoSend Exception Processing

Inserts

Name	Count
N3896 - Online Payment Options	5,460
N3904 - Fall Water Conservation	10,000

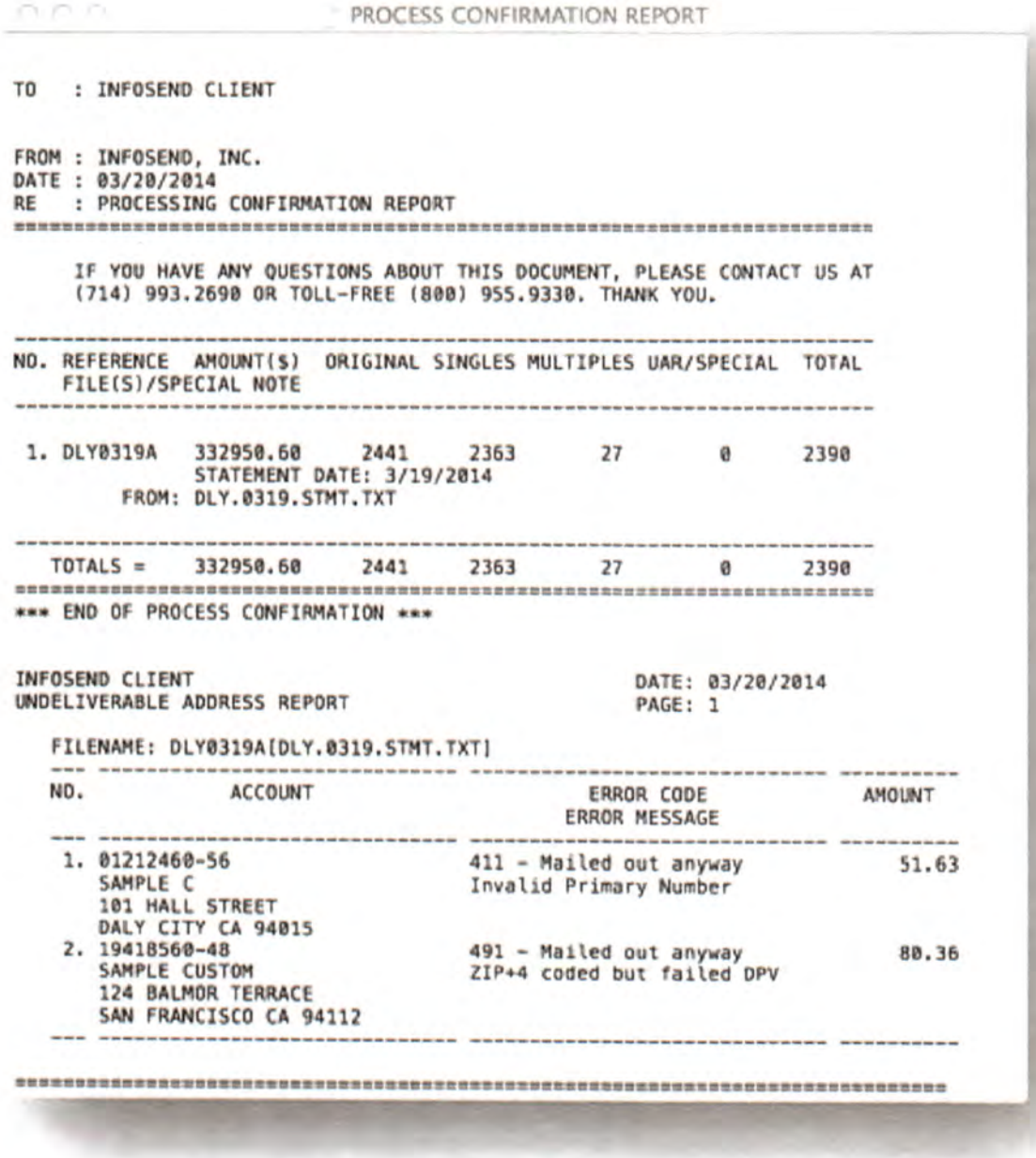
Postage Summary

Name	Count	Amount
Presorted Mailpieces	9,000	$3690.00
Non-Presorted Mailpieces	500	$220.00
Non-Barcoded Mailpieces	350	$154.00
Extra Postage (Non-Standard Mailpiece)	150	$112.50

Process Confirmation Report

The Process Confirmation Report is emailed to designated client staff members as well as posted to the reports section of the web portal after documents have been completed for mailing and released to the USPS. This report provides confirmation that InfoSend has released a job's mail pieces to the USPS for mailing. The Process Confirmation Report can be created in one of three different formats: plain text, XML, or HTML.

This report provides the name of the file(s) mailed along with a detailed mail count. For statements, invoices, and other financial documents, the total dollar amount is also provided. Additional information can be provided after the "totals" section of the report. For example – addresses that could not be verified for delivery point validation can be listed at the end of this report.



PROCESS CONFIRMATION REPORT

```
TO   : INFOSEND CLIENT

FROM : INFOSEND, INC.
DATE : 03/20/2014
RE   : PROCESSING CONFIRMATION REPORT
================================================================================

     IF YOU HAVE ANY QUESTIONS ABOUT THIS DOCUMENT, PLEASE CONTACT US AT
     (714) 993.2690 OR TOLL-FREE (800) 955.9330. THANK YOU.

--------------------------------------------------------------------------------
NO. REFERENCE  AMOUNT($)  ORIGINAL SINGLES MULTIPLES UAR/SPECIAL  TOTAL
    FILE(S)/SPECIAL NOTE
--------------------------------------------------------------------------------

 1. DLY0319A   332950.60     2441     2363       27        0      2390
               STATEMENT DATE: 3/19/2014
         FROM: DLY.0319.STMT.TXT

--------------------------------------------------------------------------------
   TOTALS =    332950.60     2441     2363       27        0      2390
================================================================================
*** END OF PROCESS CONFIRMATION ***

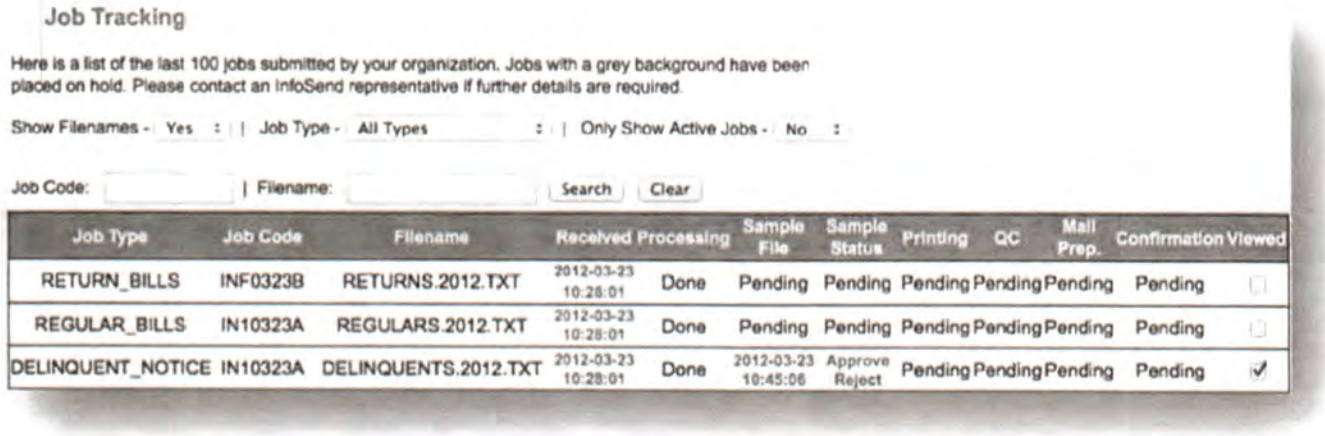

INFOSEND CLIENT                                    DATE: 03/20/2014
UNDELIVERABLE ADDRESS REPORT                       PAGE: 1

   FILENAME: DLY0319A[DLY.0319.STMT.TXT]
   --- ---------------------------- ---------------------------- ----------
   NO.            ACCOUNT                      ERROR CODE            AMOUNT
                                               ERROR MESSAGE
   --- ---------------------------- ---------------------------- ----------
    1. 01212460-56                  411 - Mailed out anyway          51.63
       SAMPLE C                     Invalid Primary Number
       101 HALL STREET
       DALY CITY CA 94015
    2. 19418560-48                  491 - Mailed out anyway          80.36
       SAMPLE CUSTOM                ZIP+4 coded but failed DPV
       124 BALMOR TERRACE
       SAN FRANCISCO CA 94112
   --- ---------------------------- ---------------------------- ----------

================================================================================
```

Job Tracking Tool

The Job Tracker provides the current status of jobs as it progresses through InfoSend's data processing and print production departments. The Job Tracking tool contains details such as job type, number of component files that are contained within the job, file receipt timestamps, sample files that may be downloaded, and the status of printing/quality control/mail preparation. Once a file has been completed for mailing and mail pieces have been released to the USPS a timestamp of file completion confirmation will be provided. InfoSend provides a history of the past 100 jobs that were processed through the system.



Job Tracking

Here is a list of the last 100 jobs submitted by your organization. Jobs with a grey background have been placed on hold. Please contact an InfoSend representative if further details are required.

Show Filenames - Yes | Job Type - All Types | Only Show Active Jobs - No

Job Code: | Filename: Search Clear

Job Type	Job Code	Filename	Received	Processing	Sample File	Sample Status	Printing	QC	Mail Prep.	Confirmation	Viewed
RETURN_BILLS	INF0323B	RETURNS.2012.TXT	2012-03-23 10:28:01	Done	Pending	Pending	Pending	Pending	Pending	Pending	☐
REGULAR_BILLS	IN10323A	REGULARS.2012.TXT	2012-03-23 10:28:01	Done	Pending	Pending	Pending	Pending	Pending	Pending	☐
DELINQUENT_NOTICE	IN10323A	DELINQUENTS.2012.TXT	2012-03-23 10:28:01	Done	2012-03-23 10:45:06	Approve Reject	Pending	Pending	Pending	Pending	☑

• Paper Stock:

The contractor must supply and maintain sufficient stock to produce weekly mailings using specified materials: perforated billing documents, #10 All Purpose Window envelopes, and #9 Return Mailers, estimated at 178,000 annually. Refer to Exhibit C.

InfoSend acknowledges and understands this requirement. Please note that InfoSend is proposing our standard materials. Please see envelope samples in the coming pages.

InfoSend Reliable Production and Materials

- **Standardized Environment:** InfoSend's standardization in production and materials provides reliability and cost effectiveness for clients with a diverse array of needs across countless industries.
- **Effective Paper Stock**: Standard 24 lb. blank paper utilized to strike the right balance between cost and reliability.
- **Customized Perforation:** Multiple perforation locations are supported to ensure lockbox compatibility.
- **High Speed Digital Printing:** Printing using laser or inkjet technology: black, grayscale, black plus one or more spot colors and full color printing are all supported.
- **Effective Envelope Stock**: Standard and reliable outgoing #10 and return #9 envelopes predominantly manufactured and stocked by InfoSend and have strategically placed windows which allow client logos to be visible for the customer prior to opening, as well as tinting to ensure data privacy.
- **Computerized Mailpiece Inserting**: Documents at InfoSend are tagged and tracked through the production environment, including mailpiece integrity software which ensures accurate insertion of the printed page into the envelope prior to delivery to the USPS.
- **USPS Compliance and Automation:** All documents are presorted prior to induction into the mail stream to ensure the lowest possible postage rate. InfoSend's Anaheim and Downers Grove facilities are each designated as a USPS Detached Mail Unit (DMU), meaning USPS personnel are onsite authorizing mail to head straight to regional sort centers and bypass the local office.

InfoSend Standard #10 and #9 Envelopes

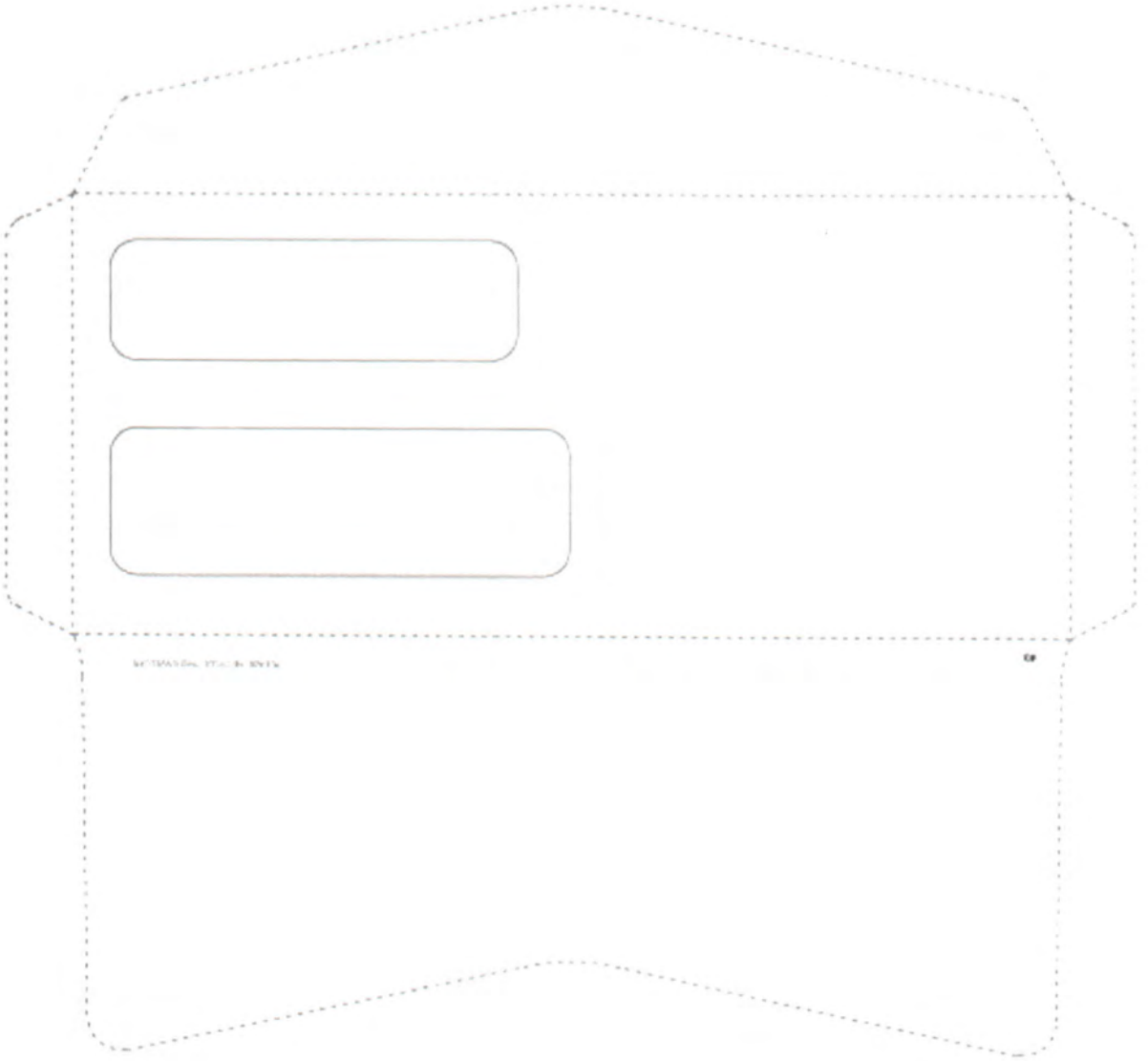
InfoSend is only proposing our standard envelopes. See envelop images below. All pricing within is strictly for these standard envelopes.

Our standard and reliable outgoing #10 and return #9 envelopes are predominantly manufactured and stocked by InfoSend and have strategically placed windows which allow client logos to be visible for the customer prior to opening, as well as tinting to ensure data privacy.

For all clients that use standard envelopes, InfoSend's standard double window #10 and single window #9 envelopes are sustainably produced and are provided at no additional cost to clients. The Sustainable Forestry Initiative ensures materials are sourced from sustainably managed forests. Please visit www.sfiprogram.org for more information.*

Standard #10 Envelope

Outside:

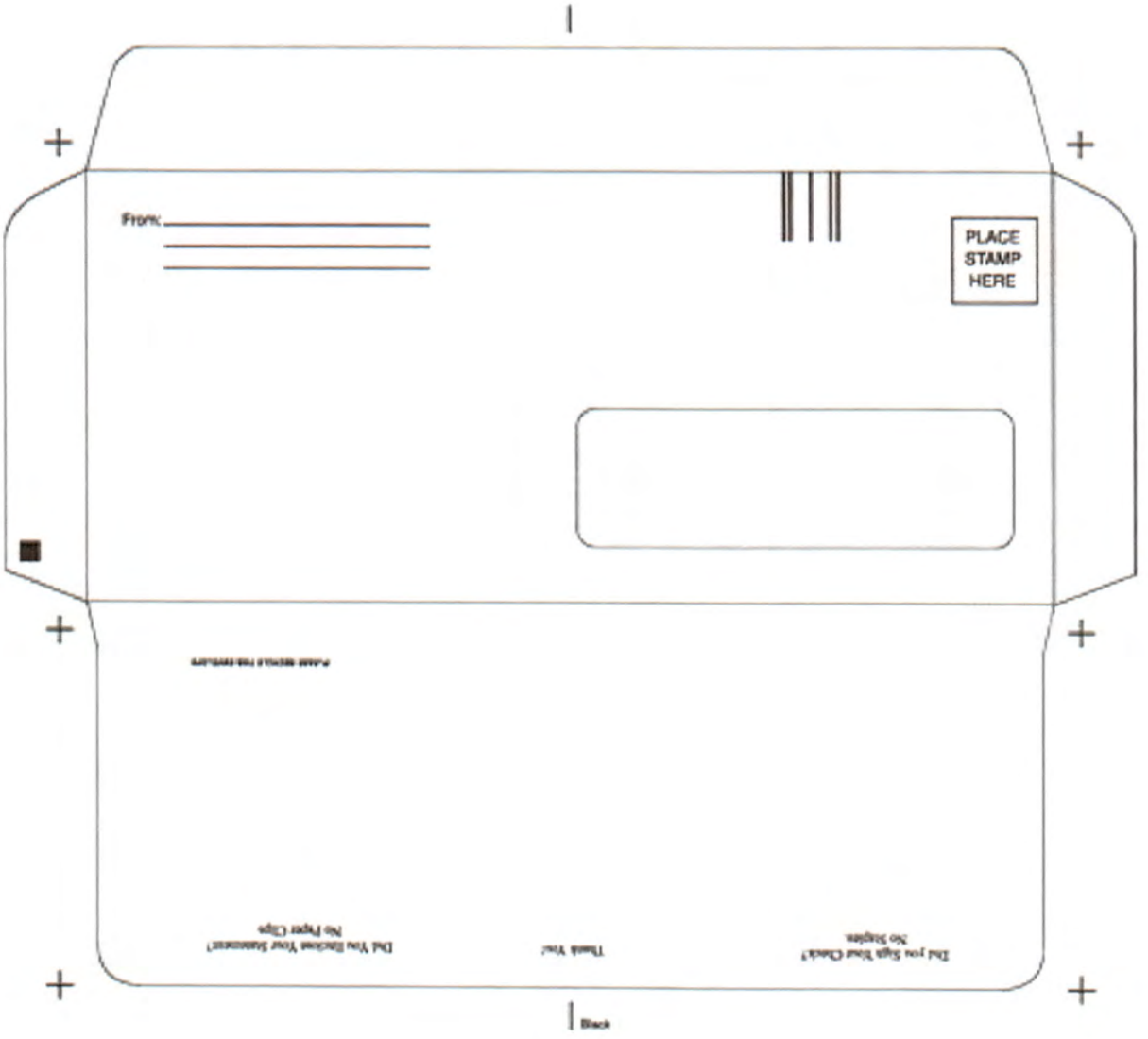


Inside:

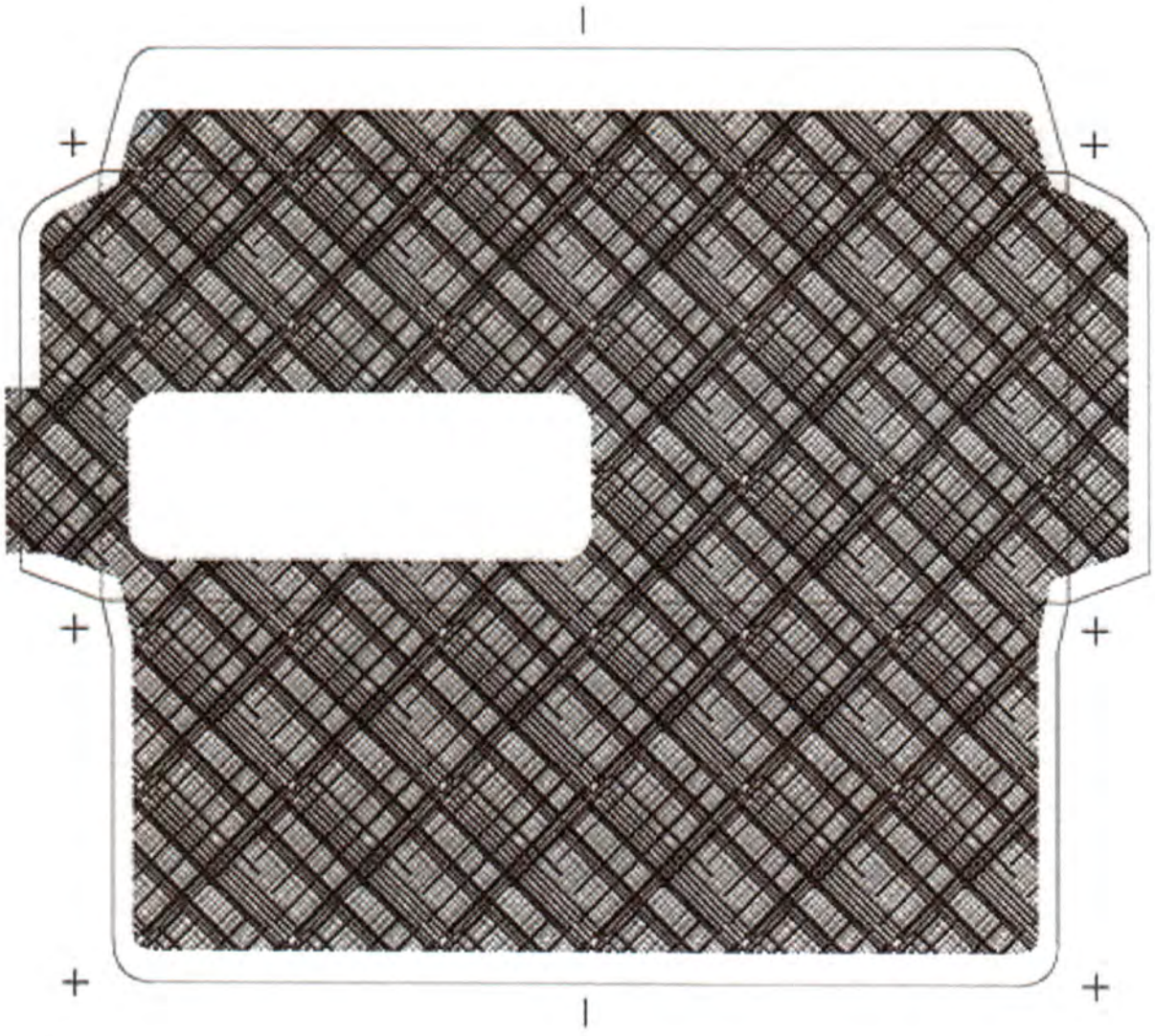


Standard #9 Envelope

Outside:



Inside:



• File Transfer:

The billing file, provided in PDF format, requires front and back bill printing, including colored areas. Refer to Exhibit B.

InfoSend is adept at processing PDF data, and do so for hundreds of our clients. However, just to note that in order to utilize our standard envelopes we will need to adjust/modify address locations similar to what your current vendor does.

The contractor must maintain a secure FTP site for file transfer and verify the status of file transfer, printing, and mailing on-site.

Secure File Upload Options: On a 24/7 basis, data files can be sent to InfoSend via FTP or SFTP or clients can also log in to InfoSend's secure website and upload files using the HTTPS file upload method. Optionally, and depending on client security requirements, password protected or PGP/GPG encryption can be utilized on the files. When a file is received, it is automatically time-stamped and logged in InfoSend's Job Tracking database.

Utility bills must be printed and mailed within 24 hours of receiving the file, utilizing the contractor's US Postal Permit, except for weekends and holidays. If the 24-hour period includes a weekend or holiday, mailing should take place on the next business day following the weekend or holiday.

InfoSend acknowledges and accepts this requirement. Next business day is standard turnaround. InfoSend meters the mail using its postal permit, and invoices clients on a monthly basis.

Approximately 178,000 utility bills will be mailed annually.

InfoSend acknowledges this statement.

Bills must be laser printed on both sides on #60 perforated white stock (8½ x 11 inches), Z- folded, and processed according to UMB Bank Lockbox standards.

InfoSend acknowledges this statement. InfoSend utilizes Roll-fed Inkjet printing technology, which is industry standard. Please see below for more information.

InfoSend Print and Mail Equipment Highlights

Printing:

- Roll-fed full color (CMYK) inkjet printing is the primary production method.
- Full-color capacity is over 130 Million images per month via full color.
- InfoSend prints images well under capacity for business continuity, new installs, and spikes in volume.

Inserting Equipment:

- 4 to 6 station insert feeders and can be expanded if necessary.
- Supports various folds including "C", "V", "Z" and Double "V", etc.
- Capacity to finish over 86 Million pieces per month.
- Mail Piece Integrity and Document Verification systems read OMR and industry standard barcodes such as 3 of 9, 2 of 5 Interleaved, 2D.
- InfoSend finishes mail pieces well under capacity for business continuity, new installs, and spikes in volume.

Lockbox:

- For documents with OCR, barcode or remittance requirements, full compliance with any specification, including lockbox testing with the delivery of production samples prior to Go-Live.

• Mailing Standards:

Bills must be folded to align with the perforated remittance.

InfoSend meets this requirement and will perform quality control checks with every inserter set-up to ensure that documents are folded on the perforation for each run.

The City logo and customer's name and address must be visible in the #10 All Purpose Window envelope. No other customer account information should be visible.

InfoSend meets this requirement utilizing our standard and reliable outgoing #10 envelopes predominantly manufactured and stocked by InfoSend and have strategically placed windows which allow client logos to be visible for the customer prior to opening, as well as tinting to ensure data privacy.

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

InfoSend acknowledges this statement.

USPS First-Class Bulk postage rates to a USPS Business Mail Entry Unit are required.

InfoSend acknowledges and accepts this requirement.

USPS Compliance and Efficiency Highlights

- InfoSend maintains ongoing USPS regulatory compliance and cost savings on behalf of clients, standard.
- Full Service with Intelligent Mail Barcode (IMb) certified, ensuring clients with qualified mailings receive lowest automated postage rate.
- Address validation applied via Coding Accuracy Support System (CASS) and Delivery Point Validation (DPV), improving the accuracy of addresses and lowering postage.
- Customer Move Updates optionally applied and reported via the NCOALink database or Address Change Service (ACS).

Flyers or inserts may be included with bills as needed, with separate billing for production and insertion.

InfoSend acknowledges and accepts this requirement.

Insert Management

The Insert Management tool is designed for clients to control what additional materials will be included with the standard output. Clients may request InfoSend Produced Inserts as well as schedule drop-shipped inserts from within the tool. The tool also provides the history of all Insert requests for client reference.

Here is a list of the last 50 insert requests made by your organization.

Show All Inserts

Insert Name	Run Date	Request Submitted On	Insert Status	Programs	Insert Type	Details
*** June 2012 EU Today Newsletter	2012-05-25 to 2012-06-25	2012-05-18 16:04:21	Insert is Approved and Active	INF	Drop Shipped	View
*** May 2012 Electric Dispatch	2012-04-25 to 2012-05-24	2012-04-30 07:27:32	Insert is Approved and Active	INF	Drop Shipped	View
*** May 2012 EU insert	2012-05-03 to 2012-06-01	2012-04-04 12:05:06	Insert is Approved and Active	INF	InfoSend Produced	View

• Postage and Delivery:

The contractor must apply the lowest First-Class Bulk postage rate available and mail under their permit number.

InfoSend acknowledges and accepts this requirement. InfoSend meters the mail using its postal permit, and invoices clients on a monthly basis.

USPS Compliance and Efficiency

InfoSend's Customer Communications Management (CCM) platform allows InfoSend to distribute client output to multiple channels, including mail via USPS. InfoSend, as a mailing service provider, maintains technology and USPS compliance to ensure clients are getting the best postage rates and features from mailings.

Postage is the *most expensive component* of mailed document production, a very important cost consideration when selecting a document production partner and not all vendors provide the most cost-saving discounts available. InfoSend utilizes the following methods to ensure clients are mailing with optimal efficiency.

Full Service with Intelligent Mail Barcode (IMb)

In 2009 the USPS introduced the cost-saving Full-Service mailing option using the Full-Service Intelligent Mail barcode. The Full-Service option provides a number of benefits for qualifying mail pieces. One of the most significant is a postage discount of $0.003 on each qualifying mail piece below the normal lowest pre-sort 5-digit postage rate. InfoSend, by default, will implement the Full-Service Intelligent Mail barcode within client documents produced, saving clients many thousands of dollars in postage costs.

Coding Accuracy Support System (CASS)

InfoSend processes each client file through United States Postal Service (USPS) certified and approved software to ensure the Coding Accuracy Support System (CASS) routine is run. The CASS system improves the accuracy of carrier route, 5-digit ZIP, ZIP + 4, performing Delivery Point Validation (DPV) on mail pieces, and digitally presorts the order of mail for USPS efficiency. Utilizing CASS certification allows InfoSend to obtain the maximum presort postage discounts for client mailings.

USPS Move Updates

InfoSend ensures that clients comply with the USPS Move Update requirements. Mailers must use a USPS approved method to keep client customer address database up to date to qualify for presort discounts. Per USPS requirements clients must update the addresses in the database using the information that is reported back by the USPS. Failure to update addresses within the USPS's deadline will result in the loss of presort postage discounts.

InfoSend offers two move update services that are compliant with the USPS:

1. **Address Change Service (ACS):** when this option is selected the USPS forwards client mail to the new address and records the action in their database. InfoSend retrieves this information weekly and sends clients an electronic report of the forwards.
2. **NCOALink Service**: with this option InfoSend uses the NCOALink database to find the new addresses during data processing. The new addresses can be printed on documents before they are mailed, or printed as-is and forwarded to the new address by the USPS.

In either scenario, clients receive electronic reports of the new addresses after each batch is mailed. If a client elects to have the USPS forward the mail, the addresses must be updated within 90 days.

Ongoing USPS Enhancements

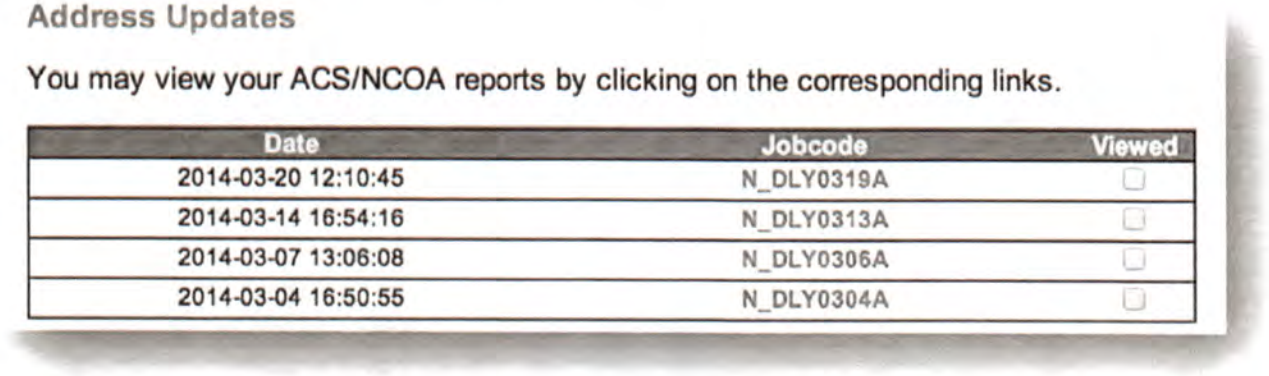
As USPS requirements, customer behaviors and client needs evolve, InfoSend will enhance the service offering. InfoSend's dedicated research and development staff stay ahead of the USPS changes and mandates, maintaining close contact with USPS representatives to ensure compliance. In addition, InfoSend's development staff meets routinely to discuss upcoming USPS enhancements, scheduling development far in advance to ensure a seamless transition for clients. Should any USPS changes, such as rate increases, require client awareness, InfoSend's Client Services department sends email notifications to clients and closely coordinates changes to output to minimize impact.

Proof of quantities mailed weekly through USPS is required.

InfoSend acknowledges and accepts this requirement.

NCOA updates and address verification changes must be provided to the City for each weekly billing file transmission.

Address Update Report
Address Updates including NCOALink hits or ACS updates are provided in InfoSend's reporting section. The ACS/NCOALink report is available in three formats: plain text comma delimited, XML or HTML. Most address update reports are either comma delimited or XML formatted so that InfoSend's clients can automate the process of loading updates into their customer information system.



Address Updates

You may view your ACS/NCOA reports by clicking on the corresponding links.

Date	Jobcode	Viewed
2014-03-20 12:10:45	N_DLY0319A	☐
2014-03-14 16:54:16	N_DLY0313A	☐
2014-03-07 13:06:08	N_DLY0306A	☐
2014-03-04 16:50:55	N_DLY0304A	☐

• Reliability & Quality Control:

The contractor must maintain a minimum of two high-speed data lines or an acceptable alternative for reliability.

InfoSend acknowledges and accepts this requirement. We currently have 5 production facilities in the country. Please see below for more information on our DR capabilities.

InfoSend Business Continuity: Risk Mitigation and Disaster Recovery Highlights

InfoSend approaches the risk of technology failure or operational interruption via the following methodologies:

- Operations run under capacity for Data Center, Equipment and Labor Force potential
- Specific pandemic protocols to prevent labor shortages and protect employees
- Operational and Procedural Documentation
- Redundant Communication Lines
- Server Virtualization Used
- Multiple Forms of Data Redundancy: RAID, SAN, VPN Data Sync and Off-Site Hard Drive Backup
- Automated Alerts and 24/7 Employee Coverage
- Disaster Recovery Plan and Preparedness

Disaster recovery measures, including off-site backup and printing, must be in place with provided location and contact information.

Disaster Recovery

Should one of InfoSend's facilities operations become partially or fully disabled, then the InfoSend Disaster Recovery (DR) Plan is enacted. The DR Plan requires the following steps be followed:

1. Detection: the InfoSend Emergency Management Team (EMT) is notified and assembled to evaluate the degraded operations.

2. Assessment: an Assessment Checklist is completed to assess and assign a DR Response Level.

3. Response/ Facility Failover Checklist: upon completion of the assessment, InfoSend immediately begins the DR Response Checklist according to the Disaster Level.

4. Notification: notifications are provided both internally to staff and externally to clients according to the Response Level, including details on service impacts and timelines for resolution.

5. Recovery: InfoSend ensures the completion of the DR Checklist and measures to ensure normal operations have resumed.

6. Facility Restoration: repairs begin immediately upon resumption of normal operations, and eventual service restoration to the regional facility is planned.

DR Response Levels

InfoSend maintains 3 levels of disaster response.

Level 1: no critical damage to the facility to prevent operations, same day recovery expected.

Level 2: some damage to the facility, full failover not required. Some operations re-routed, full operations expected within 5 days.

Level 3: facility is inoperable, full failover enacted.

If the primary facility should become disabled, then data processing and system hosting will be moved to the disaster recovery facility. If facility fail-over is enacted, available labor resources will travel to the other facilities to help with the disaster recovery efforts. Should there ever be a case where one of InfoSend's facilities is impacted by a major disaster, the company has a travel and lodging contingency plan for necessary employees to travel to a facility providing disaster recovery support.

If facility fail-over is enacted, then restoration of the affected facility will begin as soon as possible.

Testing and Documentation

InfoSend's disaster recovery procedures are continuously improved. Documentation is regularly updated as necessitated by new requirements or changes to internal procedure or systems engineering.

InfoSend tests the DR Plan annually with executive management review and approval.

Quality control measures must ensure data integrity and security, with the electronic file imaged on specified forms.

InfoSend acknowledges and accepts this requirement.

InfoSend Quality Control

InfoSend has been in business since 1996, with the founders starting the business with the assertion that comprehensive process controls, quality and customer service can make a difference to organizations sending critical documents. Anyone can process and output a document using standard technology, but to do it well and defect-free requires well-designed technology and controls. InfoSend's strength is in its well-designed tools, procedure, people and culture that demand high volume output with over **99.99966% accuracy**.

InfoSend's document output platform and manufacturing operations have been designed using Six Sigma guidelines for engineering the solution and service. InfoSend strives to achieve stable and predictable results while continually sustaining quality improvements across the entire organization. InfoSend seeks continuous improvement of the business process using the **DMAIC** methodology:

D - Define a problem or improvement opportunity.
M - Measure process performance.
A - Analyze the process to determine the root causes of poor performance; determine whether the process can be improved or should be redesigned.
I - Improve the process by attacking root causes.
C - Control the improved process to hold the gains.

Whenever defects which are not detected and remedied as part of standard procedure, the issue is logged and escalated to a **Quality Assurance Team** which will perform **Root Cause Analysis (RCA)**, perform remediation and present a report to Executive Management.

Quality Control for Data Processing, Print, and Mail

InfoSend's Quality Control for Data Processing, Print and Mail are designed according to the following workflow, ensuring checks and balances throughout the process to eliminate the cause of defects in client output:

1. **Client Data Transfer, Format Integrity and Job Code Assignment**
2. **Document Composition, Address Integrity and Sequencing**
3. **Print Operator Checks**
4. **Data/Print Quality Control & Staging**
5. **Manual Fulfillment**
6. **Bulk Mail Insertion and Checks**
7. **Daily SLA Checks**

Automated 2D Barcode Accuracy System

InfoSend leverages an automated 2D barcode system, which ensures manufacturing accuracy of client output. Key Components include:

2D Barcode Scanner



2D Barcode System Monitor



Printing
Each document is printed with a unique 2D barcode on the address block, and this barcode is stored in the InfoSend database.

Scanning
A scanner checks every document as they are inserted on InfoSend inserting equipment. The envelope window is scanned and the documents are reconciled in real time with the original document print stream database, ensuring each mail pieces is accounted for.

Reconciling
The 2D barcode monitor provides real-time alerts for any out-of-sequence, missing, duplicate, misread or invalid document discrepancies during production. If a document is missing or jammed, it will be reproduced. The machine operator must signal a supervisor every single time there is an out of sequence error and receive sign-off on the resolution. InfoSend will not mail any batches which have unresolved errors (e.g. missing mail pieces).

The contractor must assist with testing through the City's lockbox processor to ensure document quality and readability. Refer to Exhibit A.

InfoSend acknowledges and accepts this requirement. The majority of InfoSend's 800 utility billing clients utilize a lockbox of some sort. We will adhere to lockbox specifications and testing requirements.

If the file format changes, the contractor must work with the City to accommodate these changes.

The Data Processing platform is capable of accepting data extracts from clients in a "flat-file" format (text, csv, XML, etc), as well as in a print-ready PDF format.

High-quality printed documents, including accurate colors, and bar coding are required.

InfoSend acknowledges and accepts this requirement.

Immediate notification to the City is required if mailings cannot be sent within 24 hours, with any additional costs for delays borne by the contractor.

InfoSend Service Level Agreement

InfoSend's Customer Communications Management (CCM) platform, eBusiness applications and document manufacturing environments are designed with business continuity and reliability in mind. All client contracts are backed by Service Level Agreements (SLAs) to give clients the assurance that data processing, document production and distribution, and eBusiness applications will perform accurately and on time. During its entire history in business, InfoSend has never lost a client due to failure to deliver on an SLA.

A sample SLA is provided below, however, InfoSend routinely collaborates with clients on an SLA that suits the dynamics of their particular data, documents or eBusiness applications.

Sample SLA:

InfoSend agrees to the following Service Level Agreement ("SLA") with penalties for non-compliance during delivery of InfoSend services detailed in this agreement. The SLA applies even in the case of a routine natural disaster (such as an earthquake or fire) or other issues that necessitate the transfer of the Service to a disaster recovery facility. SLA penalties do not apply if errors or delays are caused by Client or if there is a serious issue such as an act of war or region-wide calamity that no company could prevent against using commercially available disaster preparedness techniques. InfoSend and Client agree on the following SLA:

- InfoSend hosted web applications will maintain a 99.99% uptime.
- Documents will be produced and distributed exactly as displayed in the Client-approved sample file.
- Documents will be printed on the correct forms and inserted into the correct envelopes.
- The documents will be printed and mailed the next business day.
- Completed job batch reports will be provided within 24 hours.
- Planned system maintenance will be communicated by InfoSend in advance.

If the above SLA is not met, a 10% Service Fee penalty will be provided for each business day that a batch of documents is delayed. The penalty would apply to InfoSend's Service Fees only and not to postage or materials (printed stock, envelope stock, etc.). If the data is not output as displayed in the Client-approved sample file, a 50% Service Fee credit will be provided if the issue did not impact all documents in the batch or did not impact the ability for customers to understand the documents and remit payments. If the issue affected all documents in the batch or impacted the ability for the customer to understand the document, a 100% Service Fee credit will be applied (e.g. inaccurate data was printed due to an InfoSend data processing error).

• Postage Analysis:

The contractor must provide ZIP code analysis and the best bulk mail pricing rates.

InfoSend acknowledges and accepts this requirement.

Coding Accuracy Support System (CASS)
InfoSend processes each client file through United States Postal Service (USPS) certified and approved software to ensure the Coding Accuracy Support System (CASS) routine is run. The CASS system improves the accuracy of carrier route, 5-digit ZIP, ZIP + 4, performing Delivery Point Validation (DPV) on mail pieces, and digitally presorts the order of mail for USPS efficiency. Utilizing CASS certification allows InfoSend to obtain the maximum presort postage discounts for client mailings.

Utility bills must be mailed within 24 hours of receiving the file, utilizing the contractor's US Postal Permit, with the exception of weekends and holidays. If the 24-hour period includes a weekend or holiday, mailing should take place on the next business day following the weekend or holiday.

InfoSend acknowledges and accepts this requirement. Next business day is standard turnaround for InfoSend.

A USPS certificate of mailing must be provided upon request.

InfoSend acknowledges and accepts this requirement.

The contractor must inform the City immediately of potential USPS postal increases.

InfoSend acknowledges and accepts this requirement.

Pricing must include F.O.B. destination and inside delivery to the approved USPS office mail entry facility

InfoSend acknowledges and accepts this requirement.

Quotes must include USPS First-Class Bulk rate postage and all transportation costs to the destination with inside delivery to a USPS postal station or office.

InfoSend acknowledges and accepts this requirement. However, the USPS dictates First-Class Bulk rate postage fees. Any postage rate listed in this response is at the time of the response only.

• Equipment Standards:

Any material, article, or piece of equipment specified by manufacturer's name, trade name, catalog number, etc., is to establish a standard.

InfoSend acknowledges and accepts this requirement.

Alternatives are acceptable if, in the City's opinion, they are of equal substance and function.

InfoSend acknowledges and understands this requirement. Please note that InfoSend is proposing our standard materials.

The City reserves the right to reject proposed substitute items.

InfoSend acknowledges this statement.

Descriptive literature must be submitted with alternate bids.

InfoSend acknowledges this statement.

• Supplemental Information:

Supplemental Information

(use additional sheets as necessary):

1. Name of primary contact, address, and phone number.

Robert Crawford (Primary Sales Contact)
(714) 993 - 2690 x 364
4240 East La Palma Ave
Anaheim, CA 92807

2. What day(s) and time(s) is the primary contact available?

Monday - Friday 6:00am - 6:00pm PST is our standard support window. If there are sales questions involving this RFP, Robert is available from 8:30am – 5pm PST.

3. Describe any name or ownership changes in the past five (5) years.

No changes in ownership. Original owner since 1996.

4. Provide at least four (4) references, current or past clients for which comparable services were provided. Include the following information for each reference:

- Agency/firm name
- Address, city, state, zip
- Contact information
- Contract Dates

Please see references on following page

6. Cost Proposal:

- Provide a comprehensive cost proposal for all items proposed on the attached submittal sheet.
- The City reserves the right to choose all, or a portion of the items proposed.

• References:

Village of Itasca, IL	630.228.5608
550 W. Irving Park Road	Jody Conidi, Utility Billing Specialist
Itasca, IL 60143	jconidi@itasca.com

- **Contracted Since**: 2019
- **Billing System**: MSI (Harris)
- **Volume**: Approximately 3,300 Mail Pieces Monthly
- **InfoSend Products Used**: Data Processing Print and Mail, Electronic Billing, Payment and Presentment (EBPP)

City of Longview, TX	903.237.1034
P.O. Box 1952	Willie Marshall, Customer Service Manager
Longview, TX 75606	wmarshall@longviewtexas.gov

- **Contracted Since**: 2013
- **Billing System**: Harris-NorthStar
- **Volume**: Approximately 35,000 Mail Pieces Monthly
- **InfoSend Products Used**: Data Processing Print and Mail, Print Image Archiving

Village of Orland Park, IL	708.403.6195
14700 S. Ravinia Avenue	Brandi Watson, Management Analyst
Orland Park, IL 60462	bwatson@orlandpark.org

- **Contracted Since**: 2009
- **Billing System**: Innoprise
- **Volume**: 12,000 monthly
- **InfoSend Products Used**: Data Processing Print and Mail, Email eBilling

St. Peters, MO	(636) 477 – 6600 x 1222
One St. Peters Centre Blvd.	MaryPat Harms – Administrative Services Manager
St. Peters, MO 63376	mpharms@stpetersmo.net

- **Contracted Since**: 2018
- **Billing System**: Harris - Inhance
- **Volume**: 12,000 Mail Pieces Monthly
- **InfoSend Products Used**: Data Processing Print and Mail, Print Image Archive, Electronic Billing

• Pricing Proposal:

PRICING PROPOSAL

ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	TOTAL PRICE
1	Set up cost (please attach additional page and itemize if applicable)	Waived	0	0
2	Unit Price per Utility Bill, including Processing, Folding, Inserting, Sorting & Mailing (not including postage)	178,000	$0.063	$11,214.00
3*	Cost to add extra inserts (price per piece inserted)	1	$0.01	
4	#10 All Purpose Window Envelope, (4 1/8 X 9 ½) with security (Proposing InfoSend standards only)	178,000	$0.026	$4,628.00
5	#9 return envelopes, printing 1 color (black only) (Proposing InfoSend standards only)	178,000	$0.022	$3,916.00
6	60# white stock perforated at bottom portion	178,000	$0.016	$2,848.00
7	USPS First-Class bulk postage. (best current rate) (this is the lowest available rate for qualified pieces starting in July, since you would not be live on the current lowest rate which is $0.504)	178,000	$0.542	$96,476.00
8	Any additional cost not itemized in 1 through 7 (please include description) (not on a per piece basis, please see next page for itemized and optional fees)			
	GRAND TOTAL (did not include penny for inserting fee for inserts. Please add if necessary).		$0.669	$119,082.00

*Costs related to extra inserts must be billed separately by the Contractor.

The Water and Sewer Utility Billing department may require items or services not explicitly listed above. Please specify any discounts for these additional needs from your listed prices: NA % off list price.

Notes:

1. Please see following sheet for detailed and optional fee's. The above is a part of those listed on the following page.
2. Per your item on CPI increases after the 2nd year being capped at 3%, InfoSend respectfully would request a review at the time of the increase.

InfoSend Data Processing, Print and Mail Pricing

Document Production Summary	
All Document Types: One 8.5" x 11" page, up to two color duplex (2/2), including InfoSend standard envelopes. Pricing reflects an estimated volume of 14,833 documents a month, with an approximate 4 billing runs per month.	**$0.127 per single page mail piece**

Finished mail pieces are delivered to the USPS **within one (1) business day.** If samples (proofs) are requested then the mailing will be completed within one day of sample approval. File upload deadline for next-day mailing is 3:00PM local time at the production facility designated for your account. If samples are required then they must be approved by 5:30PM local time for the file to be mailed by the next business day.

The below provides the components of the summary price given above (shaded green) as well as additional and optional pricing. Pricing is based on "Client Volume Assumptions" listed above and excludes applicable sales tax.

Data Processing	
Setup Fee - Express PDF Input Files	WAIVED
Setup Fee – Data Only Input Files	WAIVED
Document Re-Design Fee	$0.00
Data Processing Fee (per document)	**$0.015**

Printing and Mailing Service	
All Document Types Printing and Mailing Fee per Page with up to 2/2 Ink	**$0.048**
USPS Postage – A postage deposit will be required prior to starting service	**Pass-through**
Print Color Options (colors per side)*	$0.058 for 3/1 to 4/1 printing $0.063 for 4/4 printing
Inline Insert Print Fee* (Paper stock pricing below in Materials section)	$0.048 Black printing $0.063 Color printing
Batch Fee (per mailing batch under (100 mail pieces)	$5.00
Excess Pages Handwork Surcharge (per mail piece)	$0.30
Address Updates – per "hit" (address that get updated)	$0.30 NCOA or $0.30 ACS

*Prices assume normal ink/toner coverage for business documents. Flood coating the entire page in color or other types of extremely high coverage designs may cost more or not be technically feasible. Extremely high coverage designs can cause content to bleed through to the other side of the page or to cause the page to curl too much to work properly with high-speed mail inserting equipment.

Materials	
Standard 8.5" x 11" Paper Stock (per sheet)	**$0.016**
Standard Double Window Outgoing #10 Envelope	**$0.026**
Standard Single Window Return #9 Envelope	**$0.022**
Outgoing Flat Envelope – used for mail pieces with excess pages	$0.17

Insert Services	
InfoSend Produced	Quoted based on specification
Envelope Messaging (Snipes)	Quoted based on specification
Electronic Inserts	$0.01
Inserting Fee - Fee to insert an InfoSend produced or Client provided marketing or informational insert. Client provided (drop-shipped) inserts must be professionally packaged and ready for usage. If folding is required then additional fees apply based on folding requirements. Minimum fee is $0.01 per insert for folding. If inserts are not professionally packaged and damaged in shipment or require additional labor to prepare for inserting then additional fees can apply. Per item fee assumes the insert will be included in all mail pieces. Selective inserting is available but requirements must be reviewed on a case-by-case basis to determine if additional fees will apply for setup and handling.	$0.01 per insert

Optional Document Services	
Print Image Archiving (Per Document Image), with included USPS mail tracking	$0.01 - For 12 Months of Retention $0.017 - For 24 Months of Retention $0.024 - For 36 Months of Retention
Print Image Archive API Monthly Support Fee	$100.00
Professional Services Rate (per hour)	$150
Returned Mail Handling	$0.30 per reported returned mail piece
Remit Tracking	$100 monthly support fee

- **Proposal Form:**

PROPOSAL FORM

Signature of proposer indicates that the proposer understands and will comply with all terms and conditions and all other specifications made a part of this Request for Proposals and any subsequent award or contract. All terms, conditions and representations made in this invitation will become an integral part of the contract.

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to provide Printing and Mailing Services for City of Blue Springs Water and Sewer bills in accordance with the scope of services and intent of the request for proposals contained herein.

Proposal Form shall be attached to respondent's proposal.

Indicate whether: ( ) Individual; ( ) Partnership; (x) Corporation.

Incorporated in the state of Missouri: ( ) Yes (x) No

COMPANY: InfoSend, Inc.

SIGNATURE/DATE  6-25-24

PRINTED NAME/TITLE: Russ Rezai/President

ADDRESS: 4240 East La Palma Ave

CITY: Anaheim

STATE/ZIP: CA, 92807

PHONE NO.: (800) 955 - 9330

TAX ID NO.: DATE: 33-0748516 6/25/2024

(Include W9 with proposal and ensure the name on the W9 is consistent with the proposal)

EMAIL ADDRESS: robert.c@infosend.com

• Business Tax Certificate:

BUSINESS TAX CERTIFICATE

POST CERTIFICATE IN A CONSPICUOUS PLACE

This certificate is not transferable or assignable. This certificate evidences that the person(s), firm or entity named herein paid the applicable tax required by Title 3 of the Anaheim Municipal Code for the period indicated and is not a regulatory permit or entitlement to do business. There may be additional requirements before the business may be legally conducted. This certificate does not authorize the conduct or continuance of any illegal or unlawful operation in violation of any law or ordinance.

Business: INFOSEND INC
Address: 4240 E LA PALMA AVE
Owner/Officer: MAHMOOD REZAI, OFFICER
Corporation/Partnership: INFOSEND INC

CITY OF ANAHEIM

Classification: 3122

This certificate is issued without verification that the holder is subject to or exempted from licensing by the state, county, federal government, or any other governmental agency.

Expiration Date 10/01/2023

Business Tax Number BUS2011-00180

Type of Business BILL PRINTING, MAILING AND E-BILLING COMPANY SERVICES

To: INFOSEND INC
4240 E LA PALMA AVE
ANAHEIM, CA 92807 0000

"Under federal and state law, compliance with disability access laws is serious and significant responsibility that applies to all California building owners and tenants with buildings open to the public. You may obtain information about your legal obligations and how to comply with disability access laws at the following agencies:
The Division of the State Architect at www.dgs.ca.gov/dsa/Home.aspx
The Department of Rehabilitation at www.Rehab.cahwnet.gov
The California Commission on Disability Access at www.ccda.ca.gov"

• Work Authorization Affidavit:

Work Authorization Affidavit

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

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

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

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

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

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

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

1. My name is Russ Rezai and I am currently the President of InfoSend, Inc. (hereinafter "Company"), whose business address is 4240 E. La Palma Avenue, Anaheim, CA 92807, and I am authorized to make this Affidavit.

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

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

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

_____ Russ Rezai
Affiant / Contractor — Printed Name

Subscribed and sworn to before me this _____ day of _____, 20___.

SEAL

_____
Notary Public

See attached

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on this 25th day of June, 2024, by Rusteen Rezai,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

DEVIN ALMA ROMANO
Notary Public - California
Orange County
Commission # 2395088
My Comm. Expires Mar 26, 2026

(Seal)

Signature

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: July 26, 2024 **CONTRACT NO.**

SUBMITTED BY: Justin Stuart **DEPARTMENT: Parks and Recreation**

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

ISSUE/REQUEST

Adopt a Resolution approving a contract in the amount of $138,157 with Janssen Glass & Door LLC for Window Replacement at Adams Pointe Golf Club.

BACKGROUND/JUSTIFICATION

The City of Blue Springs owns the Adams Pointe Golf Club, and operates the facility through a professional management firm, Orion Management Solutions. The golf course clubhouse is a very popular and heavily utilized facility. The windows throughout the clubhouse are the original windows to the nearly 25-year-old facility. The windows and framing have outlived their expected life and need to be replaced. The window seals are failing in spots, allowing water damage to occur. New windows need to be installed throughout the clubhouse to help extend the life of the facility.

An RFP was developed and posted publicly for the replacement of the existing windows and installation of aluminum framing. There were three responses received, and the lowest bid was Janssen Glass & Door LLC, with a price of $138,157. Once the contract has been approved, Janssen Glass & Door LLC will begin procuring the supplies needed to complete the work. The contractor will work with Adams Pointe Golf Club staff to limit interruptions to operations, but it's possible the clubhouse banquet room may be unusable for a time for the work to be completed. The contractor estimates a three to four week timeframe for the windows to be replaced. This project was budgeted for $100,000 through the CIP program utilizing Parks Sales Tax funds. The remaining $38,157 will be paid utilizing Park Sales Tax fund reserves.

Staff recommends the approval of a contract with Janssen Glass & Door LLC Window Replacement at Adams Pointe Golf Club.

FINANCIAL IMPACT

Contractor:	Janssen Glass & Door LLC
Amount of Request/ Contract:	$138,157
Amount Budgeted:	$100,000
Budget Year:	FY 2023-24
Funding Source/Account #:	420-73000-544100 CIP-Misc
Account Balance:	$100,000 Date: 8/14/2024
Additional Funds Needed:	$100,000
Funding Source/Account #:	158-73000-544100 PR-40

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
August 20, 2024	May 1, 2025
Years and Months Contract in effect	**Number of times renewable**
7 months	NA

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	NA
Date:	NA
Action:	NA

ECONOMIC DEVELOPMENT PROJECT

NA

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with Contract attached as Exhibit A.

REVIEWED BY:

Requesting Director: ***Justin Stuart***	Budget: ***Lori Turner***
Legal: ***/s/ John Mullane***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

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

Wage Order, by reference	☐	Wage Order Number:
IRS Form W-9:	☒	
Bid/RFP/RFQ: (submit all)	☒	
Bid/RFP/RFQ Tabulation:	☒	
Bid Waiver: (less than three bids)	☐	
Contractor address and email:	☐	4949 Hadley Overland Park, Kansas 66203 whagan@janssenglass.com; matt@janssenglass.com
Project Exemption Certificate needed:	☐	
Other:	☐	

A RESOLUTION APPROVING A CONTRACT WITH JANSSEN GLASS & DOOR LLC FOR WINDOW REPLACEMENT AT ADAMS POINTE GOLF COURSE CLUBHOUSE

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

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

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

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

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

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

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

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

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

WHEREAS, the Parks and Recreation Department prepared specifications and secured quotations for window replacement at Adams Pointe Golf Club; and

WHEREAS, the Department received three bids and now recommends that the City award a contract to Janssen Glass & Door LLC, for work based on scope of services in the amount of $138,157.00.

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

Section 1. The City Administrator is hereby authorized to enter into a contract with Janssen Glass & Door LLCfor Window Replacement at Adams Pointe Golf Club in the amount of $138,157.00. A copy of the proposed Contract is attached hereto as Exhibit “A” and is incorporated herein.

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 19th day of August, 2024.

CITY OF BLUE SPRINGS

ATTEST: Chris Lievsay, Mayor

Erin Ford, City Clerk

EFFECTIVE DATE: August 19, 2024	TERMINATION DATE: May 1, 2025	CONTRACT NUMBER:

CITY	CONTRACTOR
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**	**Janssen Glass & Door, LLC** **4949 Hadley** **Overland Park, Kansas 66203**
Department: Parks and Recreation	Attention:
Phone: 816-228-0137	Phone: 913-677-5727

CONTRACTOR CONTRACT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

7. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this contract exceed, the sum of **$138,157** unless agreed to by City and Contractor in writing.

8. **Termination of Contract.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

c. Workers' Compensation: statutory requirements.

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

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

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

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

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

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

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

f. This contract, and any part of it, is not intended to act as a waiver or limitation of City, or any of its officer's, agent's or employee's rights and/or defenses with regard to sovereign or any other immunity or defense under Federal Law, Missouri Law or Municipal Regulation.
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20. **Excessive Unemployment Requirements**. Whenever there is a period of excessive unemployment in this State (Missouri), as defined by Section 290.550 RSMo., any contractor constructing or building any public works project or improvement as defined in Section 290.210 RSMo. shall employ only Missouri laborers and laborers from nonrestrictive states on such project or improvement in compliance with Sections 290.550 thru 290.580 RSMo.

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

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

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

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

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

c. The contractor to whom the contract is awarded and any subcontractor under such contractor shall require all on-site employees to complete the above referenced ten-hour training program or such employees must hold documentation of prior completion of the program. Said

contractor and subcontractor(s) shall comply with Section 292.675, RSMo., in all respects as required in relation to work done pursuant to this contract.

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

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

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

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

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

Work Authorization Affidavit

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

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

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

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

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

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

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

1. My name is Timothy Janssen and I am currently the Member of Janssen Glass & Door, LLC (hereinafter "Company"), whose business address is 4949 Hadley Ave, Overland Park, KS 66203, and I am authorized to make this Affidavit.

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

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

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

Affiant / Contractor (member)

Timothy Janssen
Printed Name

Subscribed and sworn to before me this 13th day of August, 2024.

SEAL

NEELE N. LICHNER
Notary Public - State of Kansas
My Appt. Exp. 9/30/24

Notary Public

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

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

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

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

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

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

CONTRACTOR: JANSSEN GLASS & DOOR LLC

By: Timothy Janssen
Name: Timothy Janssen
Title: member

CITY OF BLUE SPRINGS, MISSOURI

Christine Cates, City Administrator

APPROVED AS TO FORM

John Mullane, Interim City Attorney

<table>
<tr><th colspan="3">Exhibit 1 to Contract

Scope of Work</th></tr>
<tr><td>Name of Contractor</td><td colspan="2">Janssen Glass & Door LLC</td></tr>
<tr><td>Scope of Work (Job Description)</td><td colspan="2">Replacement of windows and aluminum trim at Adams Pointe Golf Clubhouse located at 1601 NE RD Mize Road, Blue Springs, MO 64014. The contractor will provide all labor, materials, and equipment to remove existing windows and replace with aluminum thermally broken 4 ½” fixed storefront white frames and 1” insulated glass units filled with argon.

All work shall be performed in accordance with the Request for Proposal specifications dated April 18, 2024 and Janssen Glass & Door LLC Proposal dated May 1, 2024 attached hereto and incorporated herein as Attachments A and B, respectively.

Replacement of Windows and aluminum trim-
• Supply and install new windows- must use 1” IGU with argon filled spacer and low-E coating #2 surface
• Supply and install thermally broken 4 ½” white aluminum storefront framing
• Any wood rot or carpentry work needs should be brought to the attention of the owner as soon as possible after existing framing has been removed.
• Supply and install new patio doors
• Re-Seal framing components as required and caulking as needed
• Complete cleanup of the area and leave site in a presentable condition with removal of old windows, trim, doors, and other items upon completion
• Board up openings to keep the facility secure if needed during the course of the work

Attachments:
1) Prevailing Wage Order #31, by reference
2) RFP
3) RFP Response</td></tr>
<tr><td>Start Date</td><td colspan="2">August 20, 2024</td></tr>
<tr><td rowspan="2">Interim Deadlines (if applicable)</td><td>Date</td><td>Phase of Project To Be Completed</td></tr>
<tr><td></td><td></td></tr>
<tr><td>Final Completion Deadline</td><td colspan="2">May 1, 2025</td></tr>
</table>

Reimbursable Expenses	☒ None ☐ Travel, Lodging, Meals, Phone Calls, Copying, Postage	
Maximum Payment	$	Maximum payment for services rendered
	$	Maximum amount of expenses to be reimbursed
	$	Total maximum amount to be paid to Contractor
Method of Payment	☐ Lump sum of entire amount upon satisfactory completion of project ☐ Monthly payments based on rate of $_____ per hour ☒ Incremental payments as follows: Monthly as billed based on percentage of work completed ☐ ____% retainage held until completion of project.	

ATTACHMENT A

PLAYNATURALLY
BLUE SPRINGS
PARKS & RECREATION

City of Blue Springs, Missouri

Parks and Recreation

Request for Proposals

Replacement of Windows at Adams Pointe Golf Clubhouse

April 18, 2024

City of Blue Springs, Missouri
Proposal Instructions

PURPOSE

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from qualified companies capable of the Replacement of windows at Adams Pointe Golf Clubhouse. The RFP states the overall scope of services desired and specific functionality as well as required vendor qualifications.

This RFP provides prospective companies with sufficient information to enable them to prepare and submit proposals for consideration by the City of Blue Springs, Missouri (hereafter referred to as "the City") to satisfy the needs as outlined in the scope of services.

The selected vendor will furnish, deliver, and install replacement windows and aluminum trim for all windows at the Adams Pointe Clubhouse. The term of the agreement will be for the job to be started and finished as soon as possible once the bid is awarded and contracts signed. The selected vendor will work with Golf Course staff to determine appropriate times to complete the work with minimal disruptions to the golf course operations.

SCHEDULE OF ACTIVITIES

Release and advertisement of RFP: April 18, 2024
Deadline for submission of questions: April 25, 2024
Proposal submission deadline: May 2, 2024 at 1:00pm
Anticipated approval by City: May 2024

PROPOSAL SUBMISSION

Sealed proposals must be received by the City of Blue Springs, Missouri; Parks and Recreation, 425 NE Mock Ave., Blue Springs, Missouri 64014 prior to May 2, 2024, at 1:00 P.M. (prevailing central time). Each proposal shall consist of two original of the complete proposal. The submittal must include all attachments and signatures, where applicable.

It is the responsibility of the proposer to ensure that their proposal is received in the Parks and Recreation Office, prior to the deadline. Companies mailing proposals should allow ample mail delivery time to ensure timely receipt of their proposals. Proposals received after the deadline for receipt of proposals will not be opened or considered.

Proposals must be clearly identified as a proposal for the City of Blue Springs, Missouri "RFP for Window Replacement Project" and must show such information on the outside of the proposal packet. Proposals will not be accepted by facsimile or email transmittal. Do not staple or submit bid in any type of binder; binder clips are acceptable.

To make deliveries the delivery vendor or bidder may hand deliver the RFP during office hours of Monday – Friday 8:00 am – 6:00 pm utilizing the Fieldhouse entrance(425 NE Mock Ave) located on the east side of the building. Mailed proposals are accepted with regular mail service each day.

The delivery is to be left with the front desk attendant. Do not leave deliveries or bids at the Blue Springs Fieldhouse without confirmation from City staff. All proposals will be opened and evaluated in private by City staff.

QUESTIONS

All questions must be submitted in writing to Justin Stuart, Director of Parks and Recreation, no later than 1:00 P.M. (CST) on April 25, 2024 via email jstuart@bluespringsgov.com. The City will respond to all questions by the end of day on April 26, 2024 from Respondents online as an addendum. Answers to questions will only be distributed via addendum and posted on our website. www.bluespringsgov.com/bids.aspx

AMENDMENTS TO RFP

In the event it should be necessary to revise any portion of this RFP, addenda will be provided to all proposers who received the original RFP from the City of Blue Springs as well as posted on the City's website under bid postings. This does not relieve the submitting company the responsibility of regularly checking the City website listed below for updates regarding any addenda associated with this proposal request. Addenda are available on our website at: www.bluesringsgov.com/bids.aspx . All companies shall be licensed, insured, and bonded and shall furnish satisfactory evidence to the City that they have previously performed/provided the types of services as specified below.

TERMS AND CONDITIONS

QUALIFICATIONS:
All companies shall be licensed, insured, and bonded and shall furnish satisfactory evidence to the City that they have previously performed/provided the types of services as specified below.

LAWS AND ORDINANCES, REGULATIONS, LICENSING FEES:
Firm shall conform to all rules, regulations, ordinances, laws, or directives set forth by the City of Blue Springs and/or the State of Missouri and Jackson County, Missouri.

LAW GOVERNING:
All State of Missouri and/or Federal Laws shall be hereby specifically made a part of this contract as set forth herein. The Vendor shall comply with all federal, state and local laws, ordinances, rules, and regulations relative to the performance of the Agreement and shall procure and maintain all necessary licenses and permits. The City agrees to cooperate as may be reasonably necessary in order to enable Vendor to comply with this provision.

NON-DISCRIMINATING:
The Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

Firm shall comply with Section 285.525 – 285.550 RSMo regarding enrollment in a federal work authorization program. **A signed, notarized affidavit (attached) and supporting documentation affirming enrollment in a federal work authorization program must be submitted with proposal. Failure to comply with this provision may result in rejection of proposal.**

E-VERIFY:
Company shall be E-verify compliant and shall provide documentation to support this requirement within the proposal including the memorandum of understanding (MOU) and the electronic signature page completed in its entirety.

Prevailing Wage and Performance Bonds
Any proposal response that is over $50,000 is subject to providing payment bonds at the expense of the Contractor and should be included in the price submitted. Any proposal that is over $75,000 must adhere to prevailing wage guidelines. Should prevailing wage be required the prevailing wage rate for this proposal shall be Wage Order 31 for Jackson County, Missouri.

METHOD OF AWARD / SELECTION:
The proposals will be evaluated in private by the City. A response summary of proposals will be available by contacting Justin Stuart, Director of Parks and Recreation. The response summary will only include the names of the companies that submitted proposals that were delivered by the required RFP submittal date and time. Until award of the contract, the Responses shall be held in confidence and shall not be available for public review.

TERMS/CANCELLATION AND DAMAGES:
This is a one-time contract and is not renewable for any future work with the City of Blue Springs. This contract is for this specific job and this specific job only. Any changes to the scope of work must go through the project manager before the task is completed for approval.

If the City, because of the Vendor's breach, terminates this Contract, the City shall have the right to purchase service elsewhere and to charge the Vendor with any additional cost incurred. Notwithstanding the above, the Vendor shall not be relieved of any liability to the City for damages sustained by the City by virtue of any breach of this contract by the Vendor and the City may withhold any payments to the Vendor until such time as the amount of such damages due the City from the Vendor shall be determined.

TERMINATION - FAILURE TO PERFORM:
In the event that the Vendor shall fail to carry out or comply with any of the covenants, conditions, and agreements as stated herein, the City may notify the Vendor of such failure or default and demand that the same be remedied within ten days; and, in the event of the failure of the Vendor to so remedy the same within said period, the City will thereupon have the right to cancel and terminate the Agreement without further notice to the Vendor, and will be entitled to pursue legal remedies to seek redress.

PRICING:
Vendor agrees to hold submitted pricing for up to six months.

RENEWAL & EXTENSION:
This is a one-time contract and is not renewable for any future work with the City of Blue Springs. This contract is for this specific job and this specific job only. Any changes to the scope of work must go through the project manager before the task is completed for approval.

AWARD REQUIREMENTS:
Once the City is prepared to award the contract to the selected company, the company will need to provide the following documents to the City.

- Signed contract agreement
- Current certificate of insurance
- Affidavirt of Compliance provided in document
- E-Verify MOU

- Letter of Bonding Capacity if required by State Statute as outlined.
- W9

Once all of these items are received and fully executed, then the City will issue the Notice to Proceed.

It is the desire of the City to award a single contract for the entire scope of services outlined in this request for proposals. All proposals are subject to staff analysis. The City of Blue Springs reserves the right to accept or reject any and all proposals received.

CONTACT WITH CITY OF BLUE SPRINGS PERSONNEL:
As specified above, all contact with the City should be channeled through the Director of Parks and Recreation. No contact with other City employees, officials, or City Council members is to be made by responding proposers throughout the entire process.

RESPONSE MATERIAL OWNERSHIP:
All proposals become the property of the City of Blue Springs, Missouri upon receipt and will only be returned to the proposer at the City's option. Selection or rejection of the proposal will not affect this right. The City shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP. Disqualification of a proposal does not eliminate this right.

PROPRIETARY INFORMATION:
All material submitted in response to this RFP will become public record and will be subject to inspection after an Intent to Award notice is issued. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from the rest of the proposal. Such request must include justification for the request and approval by City staff. Neither cost or pricing information nor a total proposal will be considered proprietary.

CONFIDENTIALITY:
The Vendor agrees that it will not permit the disclosure or duplication of any information received from the City or stored on City systems unless such disclosure or duplication is specifically authorized in writing by the City, or as required by law.

The City agrees that it will not disclose or duplicate any information designated in advance by the Vendor as “Confidential/Proprietary” information to any person (other than City personnel who must have access to such information) unless such duplication, use or disclosure is specifically authorized in writing by the Vendor or is required by law. The term “Confidential/Proprietary” does not include ideas, techniques, or concepts that are in the public domain.

EVALUATION RIGHTS:
The City reserves the right to: a) reject any or all proposals, or to make no award, b) require modifications to initial proposals, c) make partial or multiple awards, or d) further negotiate costs submitted in proposals. The City reserves the right to award the contract in any manner deemed in the best interest of its citizens.

REJECTION OF PROPOSALS:
The City of Blue Springs, Missouri reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP if it is in the best interest of the City to do so. Failure to furnish all information or to follow the proposal format requested in this RFP may disqualify the proposal. Any exception to the Scope of Work must be identified in the proposal.

INCURRING COSTS:
The City of Blue Springs, Missouri shall not be obligated or be liable for any cost incurred by proposers prior to issuance of a contract. All costs to prepare and submit a response to this solicitation shall be borne by the proposer.

SUBMISSION OF PROPOSALS AND SUPPLEMENTAL MATERIALS:
Proposals shall be submitted to the Director of Parks and Recreation. If supplemental materials are required or requested, then they must be submitted to the Director of Parks and Recreation as part of the proposal. Supplemental materials will not be accepted after the proposals have been opened, unless requested by the Director of Parks and Recreation. Submission or distribution by the company of unsolicited supplemental materials to City employees or Officials may result in rejection of the proposal.

DISCRIMINATION POLICY:
The City of Blue Springs advises the public that it does not discriminate against any person on account of race, color, religion, creed, sex, age, ancestry, or national origin, and that such nondiscrimination is extended to procurement of materials and/or the provision of municipal services.

WAIVER:
The City reserves the right to waive any variances from the original RFP in cases where the variances are considered to be in the best interest of the City.

INSURANCE:
The firm or company that is awarded a contract shall maintain during the life of the agreement and furnish to the City the appropriate Professional Liability, Commercial General Liability, and Workers Compensation insurance certificates listing the City of Blue Springs as an "Additional Insured" during the Term of the Agreement, and a copy of such "Additional Insured" endorsement must accompany the certificate. The minimum requirements are as follows:

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

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

Workers Compensation – statutory requirement

INDEMNITY:
The Vendor shall, at all times, fully indemnify, hold harmless, and defend the City and its officers, members, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Vendor and its employees, or because of any act or omission, neglect or misconduct of the Vendor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise.

Such indemnity shall not be limited by reason of the enumeration of any insurance coverage herein provided.

Nothing contained herein shall be construed as prohibiting the City, its directors, officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them.

The Vendor shall likewise be liable for the cost, fees and expenses incurred in the City's or the Vendor's defense of any such claims, actions, or suits.

PAYMENT TERMS AND CONDITIONS:
The City's payment terms are Net 30 days. The City is exempt from Missouri sales and use taxes and will not pay taxes for any product or service. A copy of the City's tax-exempt certificate shall be presented to the firm or company that is awarded a contract.

FINALITY:

The Agreement with appendices constitutes the entire agreement between the parties and supersedes all prior oral representations or agreements, if any. The Agreement may not be altered or amended except by a subsequent writing signed by both parties.

Inquiries concerning this Request for Proposals must be directed to:

Justin Stuart
Director, Parks and Recreation
City of Blue Springs, Missouri
425 NE Mock Ave.
Blue Springs, Missouri 64014
Phone: (816) 228-0105
jstuart@bluespringsgov.com

END OF TERMS AND CONDITIONS

SCOPE OF SERVICES

Replacement of Windows and aluminum trim at Adams Pointe Golf Clubhouse – Provide all labor, material and equipment necessary to remove existing windows and replace with aluminum thermally broken 4 ½" fixed storefront frames (white) and 1" insulated glass units filled with argon. Proposal should also include removal and replacement of sliding doors in the banquet room.

Specifications:

A. Must use 1" IGU with argon filled spacer and low-E coating #2 surface; Acceptable brands include Insulite, ITI or American; if using alternative brand please indicate on submittal sheet and provide specifications.
B. Thermally broken 4 ½" white aluminum storefront framing; Acceptable brands include Boyd Aluminum, Efco, Manko, Kawneer; if using alternative brand please indicate on submittal sheet and provide specifications
C. Supply and install new patio doors; please indicate brand to be used
D. Re-Seal framing components as required; caulking to be performed as needed
E. Comple cleanup of the area and leave the site in a presentable condition with removal of old windows, trim, doors, and other items upon completion
F. Board up any openings to keep the facility secure if needed during the course of the work.
G. Any replacement of wood rot or carpentry work needed should be brought to the attention of the owner as soon as possible after existing framing is removed.

-All equipment and shipping costs must be included
- Any damaged caused to the facility, grounds, asphalt, concrete or surrounding landscape should be repaired and is the responsibility of the contractor.
- Work must be performed in an expected amount of time once the winning bid is assigned, and a timeframe is agreed upon between the contractor and the City of Blue Springs.
-Owner representative shall inspect all completed work and formally approve final completion of project.
-On site visits can be arranged to view the job by contacting Andy Brown at abrown@orion-mgmt.com or by phone at 816-220-3673

END OF SCOPE OF SERVICES

SUBMITTAL SHEET

Window Replacement

Bidder must complete the information on this page. Please move this page to the front of the packet in your sealed bid to make it easier for reading the bids.

1. Total Price for removal of existing windows and installation of new windows and aluminum storefront frames(must include prevailing wage rates)

   $_____

   Please provide brand names and specs of products being used

2. Removal and Replacement of patio doors $_____

3. Payment Bond(if not included in price above) $_____

3. Total Price(includes prevailing wage rate and payment bonds) $_____

Company Information

_____	_____
Company Name	Please Print Name
_____	_____
Address	Signature
_____	_____
City/State/Zip Code	Title
_____	_____
Phone	Email
_____	_____
Tax ID NO	Date

Provide at least four (4) references of current or past clients for which comparable services were provided. Include the following information for each reference:
• Agency/firm name • Address, city, state, zip • Contact information

Signature of proposer indicates that the proposer understands and will comply with all terms and conditions and all other specifications made a part of this Request for Proposals and any subsequent award or contract. All terms, conditions and representations made in this invitation will become an integral part of the contract.
In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to provide Replacement of Windows at Adams Pointe Golf Clubhouse for the City of Blue Springs in accordance with the scope of services and intent of the request for proposals contained herein.

ATTACHMENT B

SUBMITTAL SHEET

Window Replacement

Bidder must complete the information on this page. Please move this page to the front of the packet in your sealed bid to make it easier for reading the bids.

1. Total Price for removal of existing windows and installation of new windows and aluminum storefront frames(must include prevailing wage rates) $ 120,992

Please provide brand names and specs of products being used Tubelite T14000 CW 400

2. Removal and Replacement of patio doors $ 12,915

3. Payment Bond(if not included in price above) $ 4,250

3. Total Price(includes prevailing wage rate and payment bonds) $ ~~138,157~~ 138,157

Company Information

Janssen Glass & Door
Company Name

Wesley Hagen
Please Print Name

4999 HADLEY
Address

Signature

Overland Park, KS 66203
City/State/Zip Code

Estimator
Title

913 677 5727
Phone

WHAGAN@JanssenGlass.com
Email

26-1639575
Tax ID NO

1 MAY 24
Date

Provide at least four (4) references of current or past clients for which comparable services were provided. Include the following information for each reference:
• Agency/firm name • Address, city, state, zip • Contact information

Signature of proposer indicates that the proposer understands and will comply with all terms and conditions and all other specifications made a part of this Request for Proposals and any subsequent award or contract. All terms, conditions and representations made in this invitation will become an integral part of the contract.
In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to provide Replacement of Windows at Adams Pointe Golf Clubhouse for the City of Blue Springs in accordance with the scope of services and intent of the request for proposals contained herein.

JANSSEN GLASS & DOOR, LLC
4949 Hadley
Overland Park, Kansas 66203
913-677-5727 fax: 913-677-7071
bids@janssenglass.com

5/1/2024

Proposal

To: Director of Parks and Recreation

Project: Adams Point Golf Clubhouse
Location: 1601 NE R D Mize Rd
Blue Springs, MO 64014

Description: Furnish and Install Clubhouse Windows

Bid includes 32 openings total, 26 openings Tubelite T14000, thermally broken storefront, front set, bone white, 6 openings Tubelite 400 series curtainwall four windows slope glazed in observation area of pro shop, and two windows over 12' tall in foyer.

Sliders Manko bone white, series 2100 AW40/HC50 1" glaze. 8' x 8' two total.

Glass gray over select 73 lowe tempered where required, pro shop solorcool grey over select 73 (reflective) 1,491 square ft, argon filled 1" units

Caulking 861 linier ft exterior, break metal where needed.

Demolition and removal of existing.

Amount $138,157.00 (before tax)

Bid excludes clearstory, interior finish, final clean, shop drawings.

Quote valid for 20 days

Accepted_____

Date:_____

//////////s//////////
Wes Hagan

Family Owned & Operated
Commercial · Residential · Storefronts
Aluminum Doors · Repairs · Parts
Table Tops · Mirrors

JANSSEN GLASS & DOOR, LLC
4949 Hadley
Overland Park, Kansas 66203
913-677-5727 Fax: 913-677-7071
info@janssenglass.com

Contractor References:

J Reynolds & Co, Inc.
369 Sansom Blvd.
Saginaw, TX. 76179
(817) 944-5911
egoins@jreynolds.com

Pearce Construction
417 E. 135th St
Kansas City, MO 64145
(816) 215-0701
mdimon@pearceconstruction.com

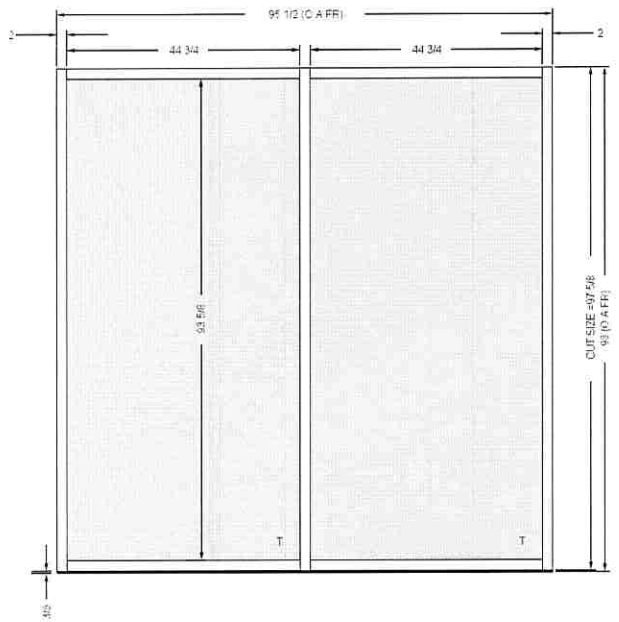
Merit Construction Company
1000 29th Ave. SW
Cedar Rapids, IA 52404
(319) 364-1974
merit@iabuilder.com

Tom Martin Construction
PO Box 4528
Olathe, KS. 66063
(816) 714-6222
charlie@tommartinconstruction.com

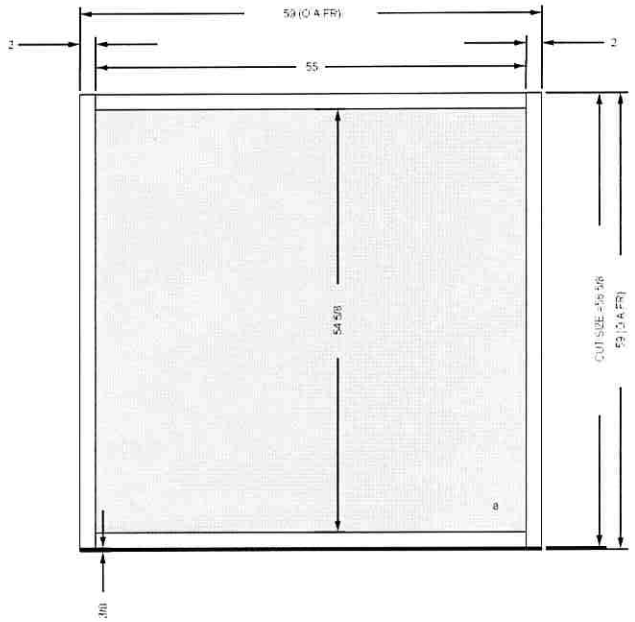
Contact Information:
Member: Timothy Janssen tim@janssenglass.com
Office Manager: Neele Lichner ap@janssenglass.com
Service Manager: Shane Colin service@janssenglass.com

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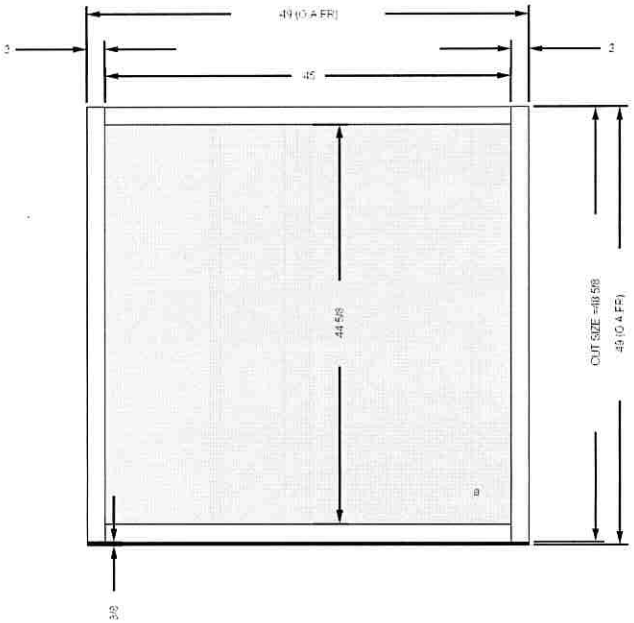
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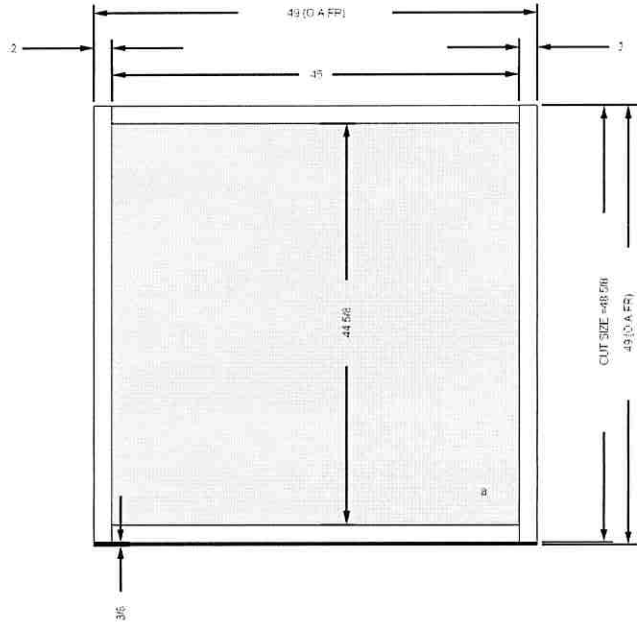
Frame Set 1 / Frame out sdide pro shop Qty: 2



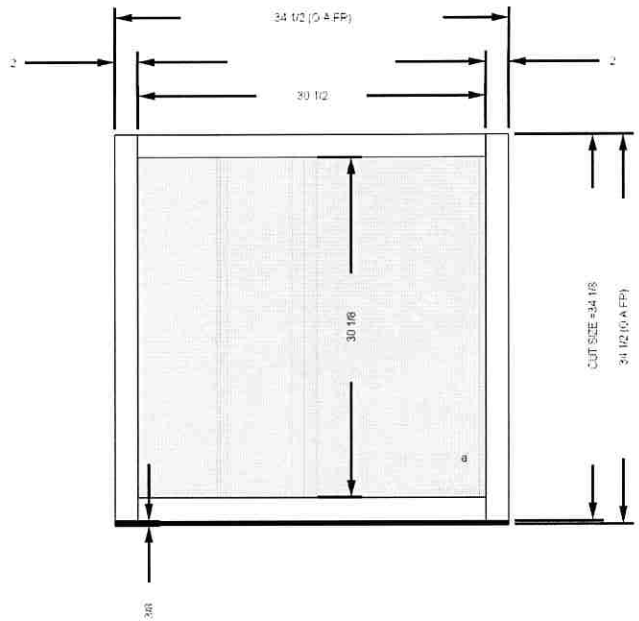
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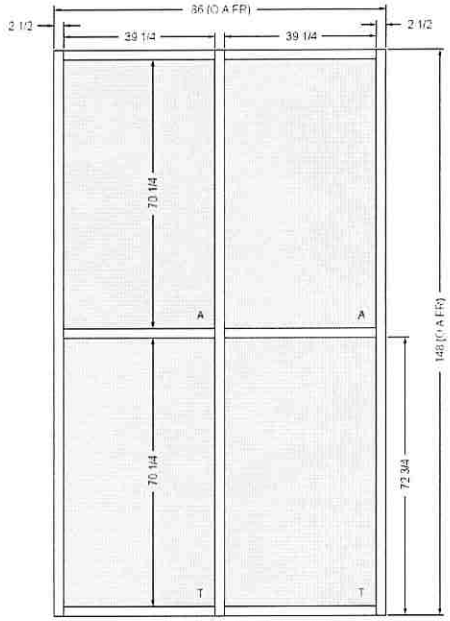
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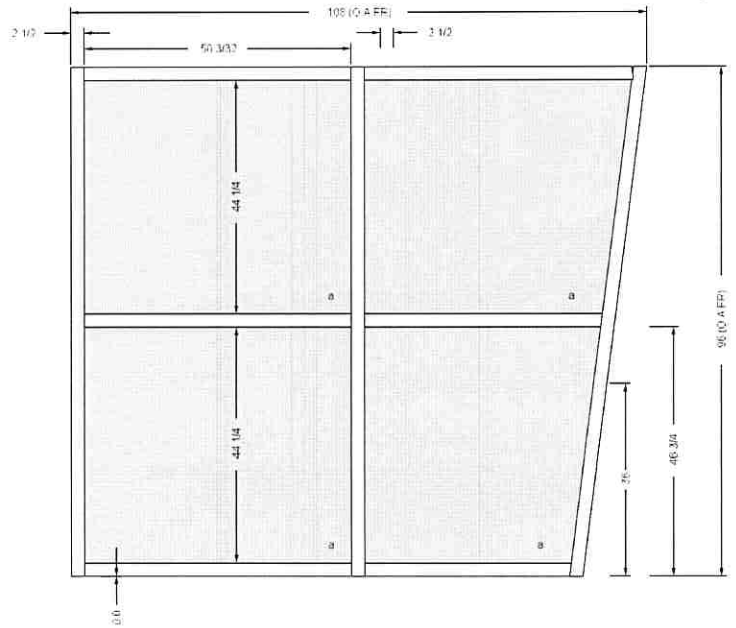
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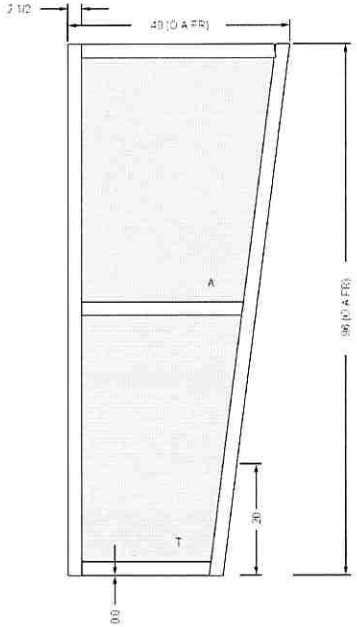
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Frame Set 1 / Frame pro shop lean 1 Qty: 2



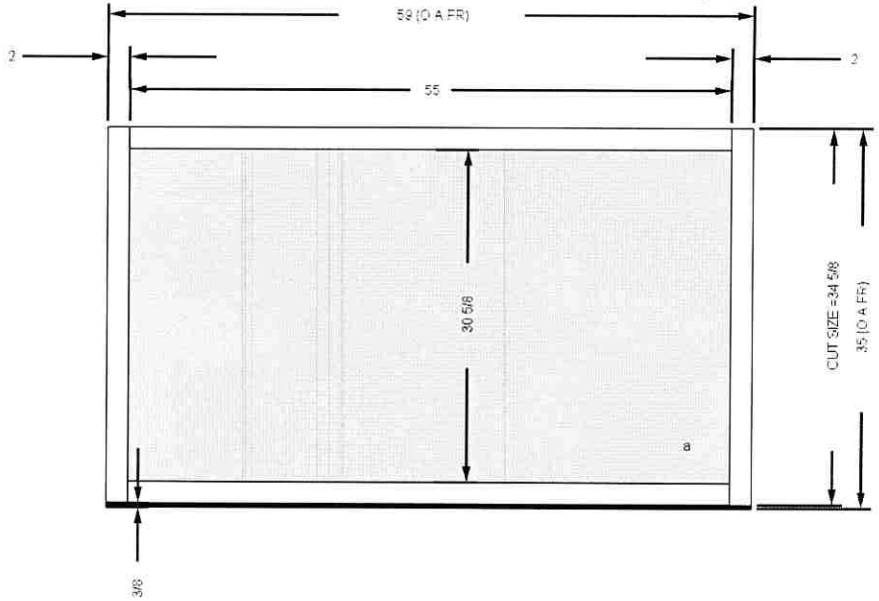
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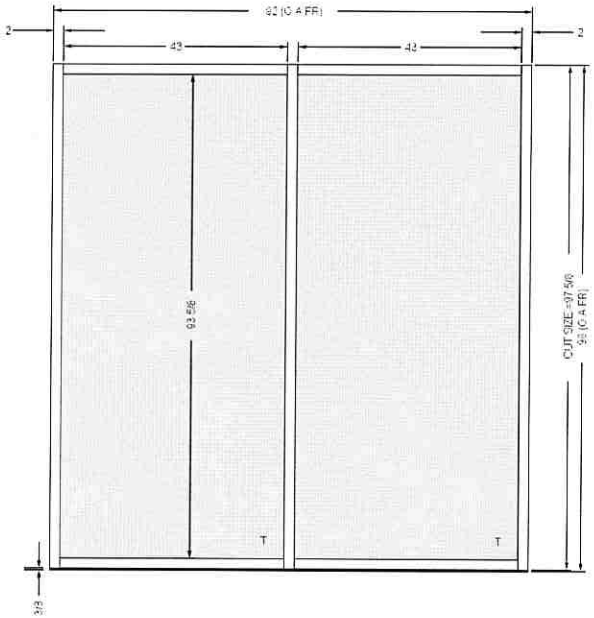
Project Name - Adams Point

Date: 5/1/2024 11:55:42 AM

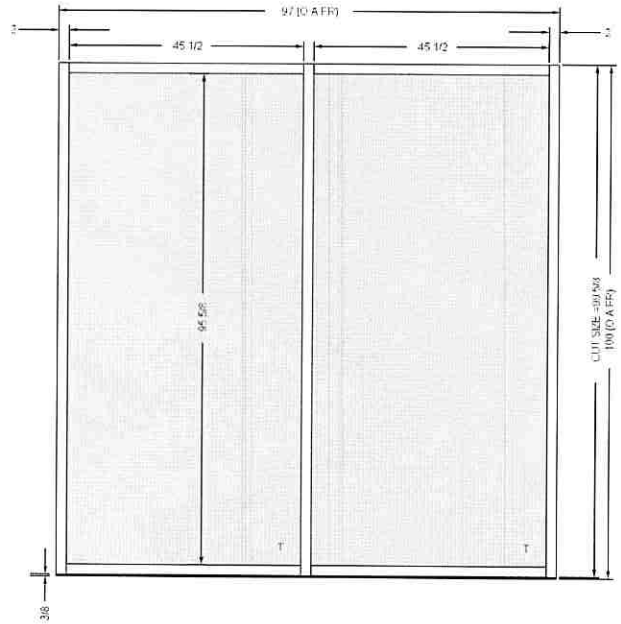
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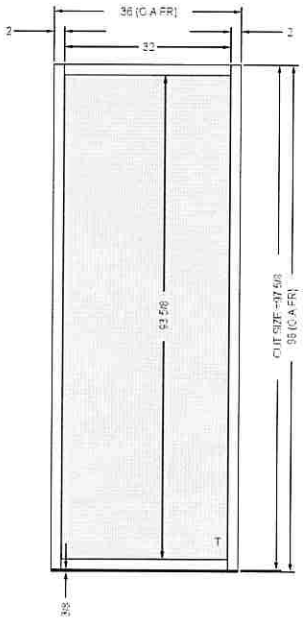
Frame Set 1 / Frame Snack 2 Qty: 4



Frame Set 1 / Frame Hall Qty: 1



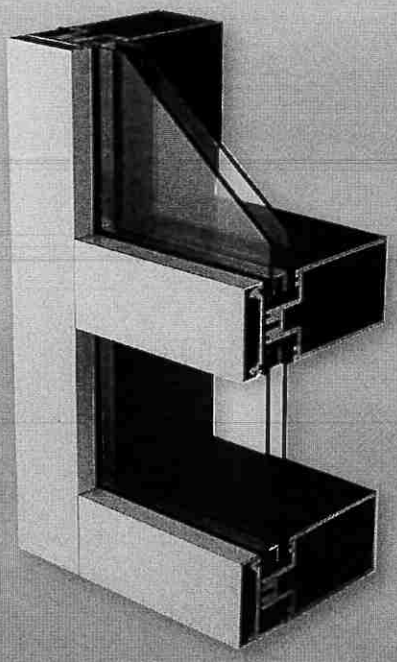
Frame Set 1 / Frame DR Qty: 2



400
Series Curtainwall

Designed for low- and mid-rise applications, the durable framework of the 400 Series Curtainwall provides exceptional structural performance reducing the need for steel reinforcing. This system has a sightline of 2-1/2" and the strength of variable-depth backmembers from 3-3/8" to 8". An exterior screw-applied pressure bar secures the glass.

Snap-on covers, available in a wide range of colors, allow for different finishes on interior and exterior exposed surfaces. Silicone-glazed verticals are available for a seamless appearance.





Standard Medium Stile Entrances

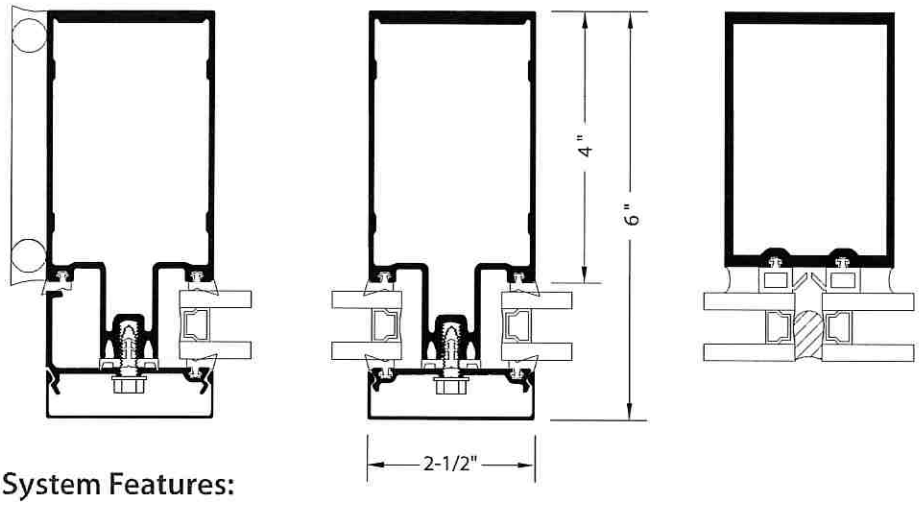
Utah State University – Wayne Estes Sports, Logan, UT

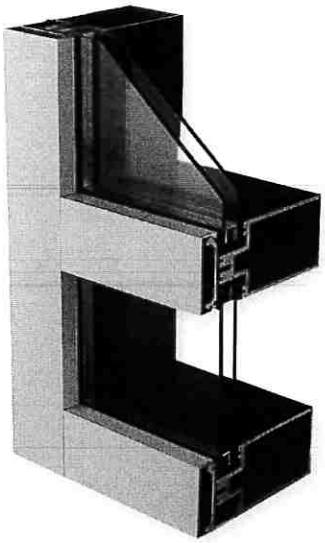
ALSO USED WITH

14000 I/O Series Multiplane Storefront Framing

TUBELITE®
DEPENDABLE
LEADERS IN ECO-EFFICIENT STOREFRONT, CURTAINWALL AND ENTRANCE SYSTEMS

400
Series Curtainwall





System Features:

- Standard 6" (152.4mm) 7-1/2" and 10" depth systems have a 2-1/2" (63.5mm) sight line
- Outside glazed pressure-plate system available in captured and structural glazed configurations
- Standard infill option 1" (25.4mm), other infills available
- Thermally Improved using a continuous 1/8" (3.2mm) EPDM Isolator
- Can be shop-fabricated for labor savings
- Silicone compatible glazing materials for long-lasting seals
- Captured & SSG inside and outside corners available

Optional Features:

- Steel reinforcing available
- Optional deep profile and bull nose covers available
- Silicone glazed intermediate verticals & horizontals available
- Polyamide pressure plates available
- Easily integrates with Tubelite's, Entrances, 3700 and Phantom 5000 Insert Vents and Maxblock Sunshades
- Deep and heavy-weight mullions available

400 Series Curtainwall Product Specifications

Application: Low and mid-rise Commercial buildings including retail, office, healthcare, schools, etc.
Description: 2-1/2" x (5-5/8" to 10") field glazed, shear block construction curtainwall

Face Width:	System Depth:	Glass:	Air Infiltration:	Water Infiltration:	Structural:	CRF:	U-Factor**:	Acoustic:
2-1/2"	6" to 10"	1" std (1/4" – 1-1/8")	0.06 CFM/Ft.2 @ 6.24 PSF	15 PSF – Static 15 PSF – Dynamic	60 PSF – Design 90 PSF – Overload	66_r 66_c – Aluminum PP 79_r 76_c – Thermal PP 72_r 69_c – 4 Sided SSG	0.39 – Aluminum PP 0.34 – Thermal PP 0.31 – SSG	STC 32 OITC 26

** U-Factor per NFRC 100: COG = 0.24 with warm edge spacer, 1-3/4" x 4-1/2" non-thermal frame. Refer to the U-Factor table at:www.tubeliteinc.com/products/curtainwall/400-series-curtainwall/ for other glass makeups and configurations.

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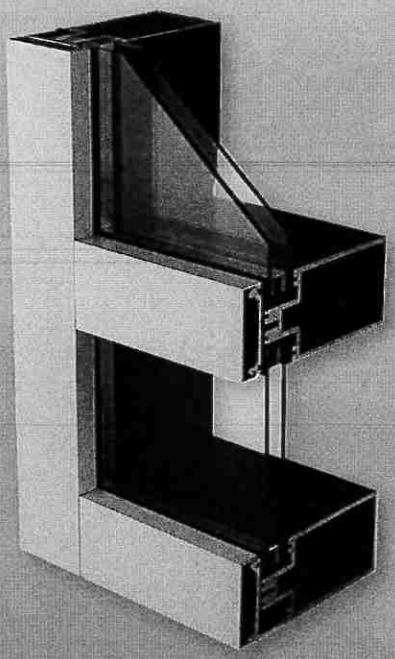
3056 Walker Ridge Drive NW, Suite G, Walker, MI 49544

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400
Series Curtainwall

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Standard Medium Stile Entrances

Utah State University – Wayne Estes Sports, Logan, UT

ALSO USED WITH

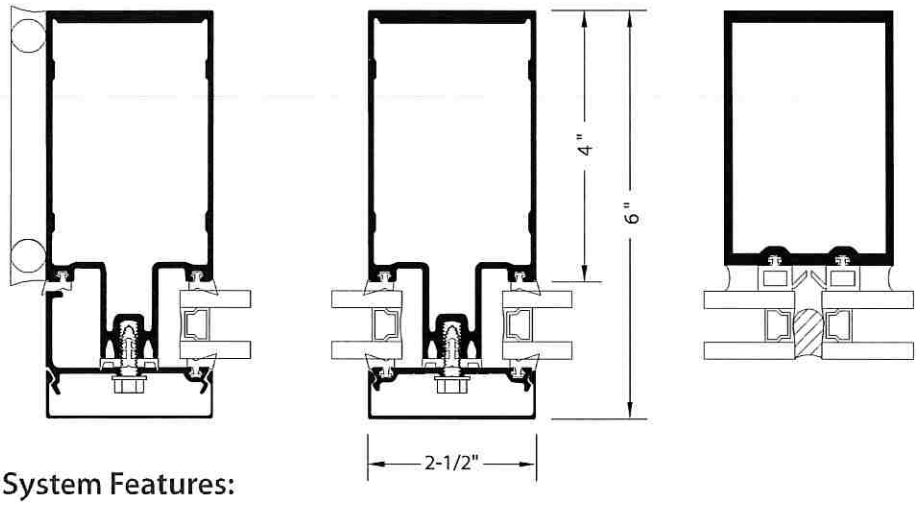
14000 I/O Series Multiplane Storefront Framing

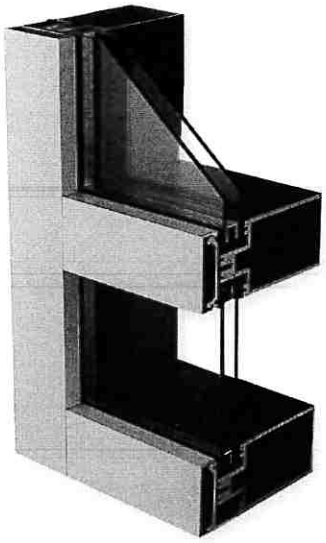
TUBELITE®

DEPENDABLE

LEADERS IN ECO-EFFICIENT STOREFRONT, CURTAINWALL AND ENTRANCE SYSTEMS

400
Series Curtainwall





System Features:

- Standard 6" (152.4mm) 7-1/2" and 10" depth systems have a 2-1/2" (63.5mm) sight line
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- Standard infill option 1" (25.4mm), other infills available
- Thermally Improved using a continuous 1/8" (3.2mm) EPDM Isolator
- Can be shop-fabricated for labor savings
- Silicone compatible glazing materials for long-lasting seals
- Captured & SSG inside and outside corners available

Optional Features:

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- Optional deep profile and bull nose covers available
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- Polyamide pressure plates available
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Description: 2-1/2" x (5-5/8" to 10") field glazed, shear block construction curtainwall

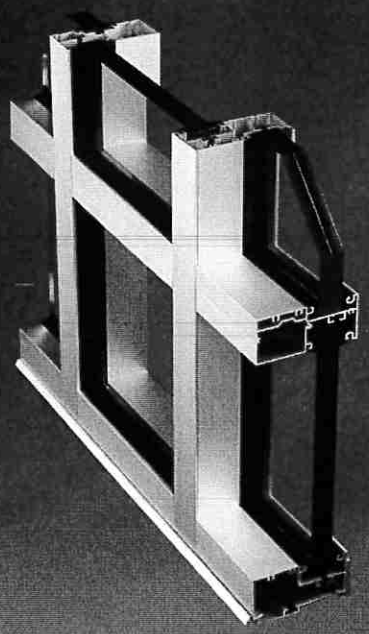
Face Width:	System Depth:	Glass:	Air Infiltration:	Water Infiltration:	Structural:	CRF:	U-Factor**:	Acoustic:
2-1/2"	6" to 10"	1" std (1/4" – 1-1/8")	0.06 CFM/Ft.2 @ 6.24 PSF	15 PSF – Static 15 PSF – Dynamic	60 PSF – Design 90 PSF – Overload	66_F 66_G – Aluminum PP 79, 76_G – Thermal PP 72_F 69_G – 4 Sided SSG	0.39 – Aluminum PP 0.34 – Thermal PP 0.31 – SSG	STC 32 OITC 26

** U-Factor per NFRC 100: COG = 0.24 with warm edge spacer, 1-3/4" x 4-1/2" non-thermal frame. Refer to the U-Factor table at:www.tubeliteinc.com/products/curtainwall/400-series-curtainwall/ for other glass makeups and configurations.

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14000 I/O Series Storefront

Single cavity pour and debridge thermal barrier



Glass or panels can be positioned to the inboard (I) or outboard (O) side of the 4-1/2" depth frame to achieve the look you imagine. Typical glass thickness is 1", and can be installed from the outside or inside of the building. Special glazing pocket reducers allow the use of 1/4" infill thicknesses, too.

14000 I/O Series Multiplane Storefront Framing single cavity pour and debridge thermal barrier insulates exterior surfaces from the interior to minimize temperature transfer. This provides industry accepted performance for condensation resistance and energy performance.

Using the same design, assembly, and accessories as the 14000 center glazed system allows combining inboard, outboard and center planes of glass in the same elevation with the same great performance.



789 Eisenhower, Ann Arbor, MI

Standard Medium Stile Entrances

ALSO USED WITH

200 Series Curtainwall

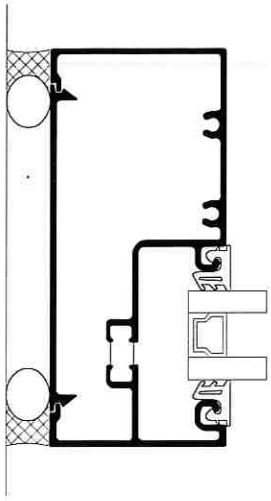
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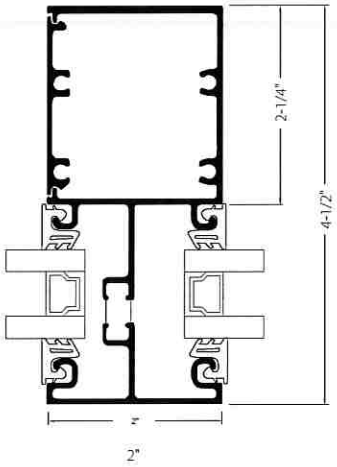
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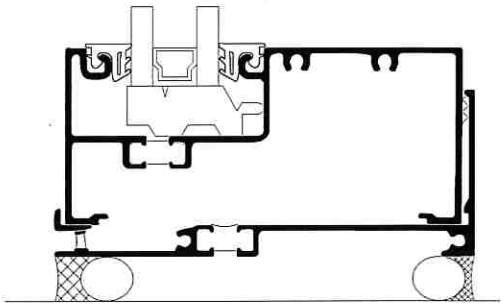
LEADERS IN ECO-EFFICIENT STOREFRONT, CURTAINWALL AND ENTRANCE SYSTEMS

14000 I/O Series Storefront

Single cavity pour and debridge thermal barrier

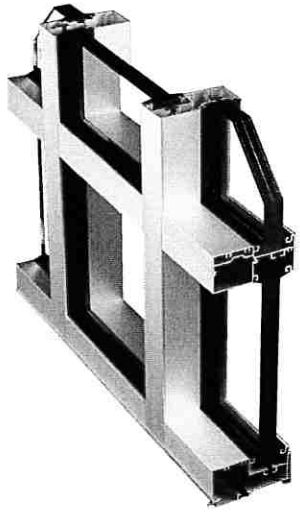






System Features:

- Standard 2" (50.8mm) sight-line on verticals and horizontals
- 4-1/2" (114.3mm) system depth
- Single cavity pour and debridge thermal barrier with Azon's Lancer® mechanical lock
- EPDM wedge type gaskets for 1" glass or panel thickness



Optional Features:

- Screw-spline or shear block connections
- Steel reinforcing if required
- Easily integrates with standard or thermal doors , operable vent windows & sun shades
- 7 anodized and 19 painted standard finishes
- Curved Headers
- Non-thermal Framing
- In-board, Centered, or Out-board glass plane
- Silicone Glazed Vertical

14000 I/O Series Product Specifications

Application: Low-rise commercial buildings: retail, office, healthcare, schools, etc
Description: 2" x 4-1/2" multiplane outside or inside flush glazed storefront

Face Width:	System Depth:	Glass:	Air Infiltration:	Water Infiltration:	Structural:	CRF:	U-Factor**:	Acoustic:
2"	4-1/2"	1" std (1/8" – 1-1/8")	0.06 CFM/Ft.2 @ 6.24 PSF	10 PSF - Inside Plane 12 PSF - Outside Plane	30 PSF - Design 45 PSF - Overload	52: 61_O - Inside Plane 67_I 69_O - Outside Plane 64_I 63_O - Outside Plane SSG	0.33 - Inside Plane 0.35 - Outside Plane 0.32 - SSG Outside Plane	STC 32 OITC 26

** U-Factor per NFRC 100. Refer to the U-Value table at: www.tubeliteinc.com/products/storefront/14000-io-series-multiplane-storefront-framing/

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CITY OF BLUE SPRINGS, MISSOURI

CITY COUNCIL
August 19, 2024

EXHIBITS FOR PUBLIC HEARING

SMALLS SLIDERS DRIVE-THRU RESTAURANT
REZONING AND GENERAL DEVELOPMENT PLAN
(RZ-06-24-9206) and (GDP-06-24-9207)

EXHIBIT #1 City Council Information Form dated August 13, 2024 with the following attachments: Staff Report with attachments; Application with attachments; Affidavit of Publication in The Examiner on June 22, 2024; 185 ft. Notification Map; Names/addresses of property owners within 185 ft. of site; Copy of letter sent to said property owners; Building Elevations; Title IV, Land Use Section – Blue Springs Code of Ordinances (by reference); 2014 Comprehensive Plan (by reference); Bill approving the Rezoning and Bill approving the General Development Plan

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: August 13, 2024

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

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

ISSUE/REQUEST

A public hearing is being held at the request of the Applicant, Mark Parretta, for Sliders KC/Genlumis on behalf of the property owners, Swope Trust, for consideration to rezone from "GB/PUD"(General Business/Planned Unit Development Overlay) to "GB" (General Business) (RZ-06-24-9206) for the 0.6+/- acre for Smalls Sliders Drive-Thru Restaurant General Development Plan (GDP-06-24-9207) for property located at 704 NW Mock Avenue and 809 NW MO-7 Hwy. Upon conclusion of the public hearing, a Bill rezoning the property to General Business, and a Bill approving the General Development Plan, will be ready for introduction and readings.

BACKGROUND/JUSTIFICATION

The applicant is requesting approval of a rezoning from "GB/PUD Overlay" (General Business/Planned Unit Development Overlay) to "GB" (General Business) and a General Development Plan for the development of the property as a Smalls Sliders Drive-Thru Restaurant at the southwest corner of MO-7 Hwy. and NW Mock Avenue. The proposed development includes a 930 sq ft building including a drive-thru, outdoor seating area, and associated parking.

Per the "GB" (General Business) zoning district standards, the designated open space is twelve percent. The development will have significant landscaping and the placement of a 6-foot wood privacy fence on parts of both south and west property lines. There will be significant landscaping, such as low shrubs along the west and southwest property lines to help screen headlights and soften the visibility of the fence.

The applicant is requesting one alternate development standard to the site location:

1. The applicant is requesting a reduction in the landscape buffer along MO-7 Hwy. and the southwest property line. This request is due to the total required buffer area exceeding 10% of the lot area and the utilization of the existing buffer along MO-7 Hwy.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
August 20, 2024	N/A

STAFF RECOMMENDATION

Staff recommends approval of the Rezoning application.

Staff recommends approval of the General Development Plan with Alternative Development Standards application with the following conditions:

1. Approval by the City Council based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC, unless otherwise specified by Alternative Development Standard.
   a. The applicant is requesting a reduction in the landscape buffers along MO-7 Hwy. and southwest property lines. The request is due to the total required buffer area exceeding 10% of the lot area and the utilization of the existing buffer along MO-7 Hwy.
2. A Site Plan Design Review is required to review final building and site design, including landscaping.
3. Final building and site design must meet Non-Residential Design Standards per UDC 407.090 and any other applicable sections of the Unified Development Code.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Planning Commission
Date:	August 12, 2024
Action:	Recommend Rezoning: 7 Aye, 0 No Recommend General Development Plan: 7 Aye, 0 No

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Staff Report with attachments; Application with attachments; Affidavit of Publication in The Examiner on June 22, 2024; 185 ft. Notification Map; Names/addresses of property owners within 185 ft. of site; Copy of letter sent to said property owners; Building Elevations; Title IV, Land Use Section – Blue Springs Code of Ordinances (by reference); 2014 Comprehensive Plan (by reference);
2. Bill approving the Rezoning;
3. Bill approving the General Development Plan

REVIEWED BY:

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

PLANNING APPLICATION REVIEW STAFF REPORT

Meeting Dates:	Planning Commission: August 12, 2024 Council: August 19, 2024
Project Name:	***Smalls Sliders***
Site Location:	704 NW Mock Avenue and 809 NW 7 HWY
Project Request:	**RZ-06-24-9206**; Rezoning from "GB/PUD Overlay" to "GB" (General Business) for a development of a Smalls Sliders Drive-Thru Restaurant. **GDP-06-24-9207**; General Development plan for the development of Smalls Sliders Restaurant Drive-Thru and outdoor seating.

Applicant: Mark Parretta | Sliders KC/Genlumis
Property Owner: Clay M. Swope & Donna J Swope | Swope Trust
Staff Planner: Shantele Frie | Associate Planner

Project Description: The applicant is requesting a Rezoning with a General Development Plan for a 0.6 +/- acre property located at the southwest corner of MO-7 HWY and south of NW Mock Avenue.

The applicant proposes developing the property as a Smalls Sliders drive-thru restaurant at the southwest corner of MO-7 HWY and Mock Avenue. The applicant is requesting to rezone to "GB" (General Business) base zoning district and to remove the "PUD" (Planned Unit Development) overlay. Since a Rezoning is required, a General Development Plan is being reviewed concurrently with the request.

Staff Recommendation: Staff recommends approval of the Rezoning and the General Development Plan with conditions noted at the end of the staff report.

Previous Actions:

Date	Review Body	Action
1983	City Council	Approval of Final PUD/Final Plat Swope-Hostetter.
May 28, 2008	Planning Commission	Recommendation of approval of rezoning from "SO" to "GB/PUD" of Swope-Hostetter.
May 28, 2008	Planning Commission	Approval of PUD Concept Plan for Swope-Hostetter Plat.
May 28, 2008	Planning Commission	Approval of PUD Final Plan
June 2, 2008	City Council	Approved rezoning, PUD Concept/Final Plan

Future Applications: The Rezoning and General Development Plan applications will be reviewed concurrently. An administrative Final Plat and Site Plan Design Review are

required to be approved before the issuance of building permits for each of the buildings and site improvements.

Adjacent Properties:

Direction	Current Zoning	Current Land Use(s)
North:	"GB" (General Business)	Whataburger Restaurant/Drive-Thru
South:	"GB" (General Business)	T-Mobile Retail Store (Retail)
East:	"GB" (General Business)	Jack-in-Box Restaurant
West:	"GB" (General Business)	Two-Family Residential

REZONING APPLICATION

Zoning & Land Use:

	Zoning	Land Use
Existing	"GB/PUD" (General Business/Planned Unit Development)	Vacant
Proposed	"GB" (General Business)	Smalls Sliders Restaurant/Drive-Thru

The proposed development will include one single parcel, which will accommodate a Smalls Sliders Restaurant/Drive-thru, a land use permitted by right in the "GB" zoning district. The "GB**"-(**General Business District) is particularly appropriate adjoining a major highway. These zoned districts often draw highway uses such as restaurants, service stations, and motels.

Comprehensive Plan:

The 2014 Comprehensive Plan's Future Land Use Policy Map classified the subject property as "Corridor Reinvestment Area" which are currently developed areas along significant transportation corridors, where specific site and building design must be balanced with transportation functions. General lands use to be mapped as future land use would have some specific plans for the following: Mixed Use-Employment Dominant, Mixed-Use-Service/Entrainment Dominant, High Density Residential, and Open Space.

Rezoning:

Section 404.140 provides a list of building types and performance and design standards for the "GB" zoning district. The "GB" zoning district is intended primarily to accommodate general trades and commercial services at specific points on arterials outside central or neighborhood business districts.

Review Criteria:

In reviewing any application for an amendment to the Official Zoning Map (zoning change), the Planning Commission and City Council shall review the proposed amendment considering the Comprehensive Plan, the general requirements of the Unified Development Code, and the following considerations:

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

STAFF RESPONSE: Staff believes that the proposed "GB" zoning district is in accordance with the Comprehensive Plan as it allows the subject property to be efficiently utilized for a restaurant with drive-thru access.

The site is located along the MO-7 HWY corridor with multiple restaurants with drive-thru access in the region. Due to the location and land uses of adjacent sites minimal buffering is needed and the proposed land uses is not out of character for the area.

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

   STAFF RESPONSE: The request supports the intent of "GB" zoning district which is intended to accommodate restaurants and fast-food. "GB" zoning districts are also dependent on access to existing transportation corridors, particularly I-70, for which the subject property has both visibility and convenient access via the MO-7 HWY interchange. Adjacent sites are developed with comparable land uses that require minimal buffering.

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

   STAFF RESPONSE: The subject property is one of the remaining vacant parcels adjacent I-70 in Blue Springs, making it an ideal location for a restaurant with drive-thru access development. Approval of the application would be the first step in the approval process for a development that has the potential to attract economic growth with employment opportunities. Furthermore, approval would likely attract additional service developments to a corridor that can accommodate similar uses and associated traffic.

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

   STAFF RESPONSE: The proposed development will be able to comply with the requirements of the UDC based on a review of the General Development Plan and the applicant's proposed site plan, apart from the minor modifications requested as part of the General Development Plan.

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

   STAFF RESPONSE: The site is in an area with adequate facilities to accommodate the proposed land use.

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

   STAFF RESPONSE: Development of a vacant site generally leads to an increase in property value in the City and surrounding properties. The site's development would not inhibit any adjacent properties from being developed following the Comprehensive Plan.

7. The requested zoning change is justified by a change in conditions since the existing zoning was designated or by an error in the current designation.

STAFF RESPONSE: The property is currently zoned as "GB" (General Business District) with a Planned Unit Development (PUD) overlay. The PUD overlay was originally established to ensure the property was used for service offices. However, the purpose of this rezoning is to remove the PUD overlay, as it is no longer necessary for the current development.

8. The recommendations of professional staff.

   STAFF RESPONSE: Staff recommends approval of this rezoning request based on the review criteria.

STAFF RECOMMENDATION:

Staff finds that the rezoning request is consistent with the review criteria noted above and as such staff recommends approval of the rezoning application.

GENERAL DEVELOPMENT PLAN

The purpose of the general development plan process is to ensure compliance with zoning and other development regulations and the achievement of quality development through the review of a general development plan that will represent the general development on the site. The general development plan will be approved by City Council to establish the framework for development on a property. A general development plan is a generalized development plan for the entire area proposed to be included within a proposed development. The purpose of a general development plan is to allow preliminary review of a proposed development before substantial technical work has been undertaken.

Community Character: *A plan outlining the general location, design characteristics, and functions of all proposed streets, stormwater management, open spaces, civic spaces, and circulation networks- whether public, common, or private- that will create the public realm for the plan.*

Transportation & Access: Access to the development will be provided on NW Mock Avenue along the northern boundary of the property. Additional access to the property is proposed from an existing access point on MO-7 HWY near the site's southern corner. This access point located on the site's southern corner will allow vehicles to access only by right in turn and right out turn onto MO-7 HWY. MoDOT reviewed a site plan and surrounding area; stating it did not appear to require a full Traffic Impact Study. The final approval memo from MoDOT will be submitted during the Site Plan Review.

Stormwater: The proposed development includes of a 930-sf building including a drive-thru, outdoor seating area, and associated parking. The proposed improvements will not disturb any new land and will use the existing 0.75 acres. Storm water detention and storm water quality requirements will be required with this development project if the impervious surface area is increased from existing conditions. The site's existing impervious area is 30, 731 +/- SF; proposed post-development impervious area is 30,118 +/- SF. Based on BMP manual, the improvements do not require water quality measures because the project does not consist of more than 1 acre.

Sanitary Sewer: There is an existing sanitary sewer service line located on the property. If this line is not use as part of this development, gravity sanitary sewer is located on the north property line of the proposed project and to the east within MO-7 HWY right-of-way. An

engineer or surveyor will need to determine if the sewer invert elevations are such for this development to utilize this sanitary sewer.

Open Space: Per the "GB"-General Business zoning district standards, designated open space is twelve (12) percent. The development will have significant landscaping and the placement of a 6-foot wood privacy fence on parts of both south and west property lines.

Land Use: The proposed land use, a drive-thru restaurant, is allowed by right in "GB" (General Business).

Phasing: The site is proposed to be developed as a single-phase.

Building Typology: The proposed development is classified as a "General Commercial Building" type which is defined as a "basic building type designed to accommodate retail, commercial, service or office functions in a variety of formats and scales. Variations of this type are based on the scale and intensity of the use and subject to lot and setback standards of the zoning district or any specific use limitations for the intended use.

General Commercial Building

Standard	Requirement	Proposed
Frontage Width	75-ft. min.	187.46-ft- NW Mock Avenue 120.09-ft- MO-7 HWY Frontage
Lot Area	n/a	n/a
Front Setback	25-ft.	25-ft
Side Setback	20-ft.	25-ft
Rear Setback	25-ft	25-ft
Building Coverage	65% of lot area max.	2.84%
Building Height	60-ft. max.	20-ft-5 ¼ inch
Frontage Type (Adj. to public streets)	Buffer Edge	Buffer Edge

Parking & Pedestrian Access: Vehicular parking is required and proposed as follows:

Land Use	Required	Provided
Restaurant, fast-food	(1 space per 75 square feet of customer service or dining area; plus stacking) Minimum 7 parking spaces Minimum of 8 stacking spaces	14 regular parking spaces, 1 ADA (total of 15 parking spaces) and 25 stacking spaces will be provided

Bike parking is required and proposed as follows:

Land Use	Required	Provided
Retail or Office uses	1 space required	**3-5 spaces**

The applicant is proposing 15 parking spaces for the site and all parking stalls meet the minimum size requirements. The site only required 7 parking spaces due to the small square footage of the customer service area. There are 25 stacking spaces available for the drive-thru for Smalls Sliders. The drive-thru is the primary service area for customers.

The applicant is proposing a six (6) foot tall wooden fence on the south and west property boundary. Given the proximity to lower density residential units, a double-sided wood fence will help attenuate noise and headlights. There will be significant landscaping, such as low shrubs along the west and southwest property lines to help screen headlights and soften the visibility of the fence.

Pedestrian Access: The applicant is proposing an internal sidewalk; the internal sidewalks are around the exterior of the building footprint. The internal sidewalks proposed are 8 feet; and there will be parking bollards placed along the North side of the building to protect the outdoor seating area. Based on the conceptual site plan provided this site can meet all pedestrian access requirements.

Platting: Prior to building permit issuance, an administrative Final Plat must be approved and recorded at Jackson County.

Architectural Character: The site will have a distinctive and modern exterior design that utilizes shipping containers. The metal surfaces of the containers are left exposed and painted in vibrant colors. The modular nature of this structure allows for a compact and efficient layout. Each container can serve a specific purpose, such as dining areas, storage, and kitchens. The building proposed is to have metal panels. **The buildings and site design are required to meet the Non-Residential Design Standards in UDC Section requirements for a minimum of 26-gauge thickness and minimum 1" depth offset within the panels.**

Frontage & Landscaping: The applicant has provided a conceptual landscaping plan for the site. The developer is preserving several existing trees while proposing various trees and shrubs to be planted throughout the available green space. Additional details and plant units may be needed to meet landscaping requirements. **Landscaping requirements will be reviewed in greater detail with the Site Plan Development Review process.**

Signage: Signs shown in the rendering are not finalized. All signs that meet the Sign Code will be reviewed administratively and must follow the appropriate permitting process. Signage will be reviewed in more detail with the Sign Permit process and by staff prior to the issuance of sign permits for the site.

Modifications Requested: The applicant is requesting one alternate developments standard to the site location:

1. The applicant is requesting a reduction in the landscape buffers along the MO-7 HWY and southwest property lines. This request is due to the total required buffer area exceeding 10% of the lot area and the utilization of the existing buffer along MO-7 HWY.

Review Criteria: *A General Development Plan shall be reviewed according to the following criteria:*

1. The proposed general development plan is consistent with the Comprehensive Plan and all requirements of the UDC, unless modifications are requested and approved through the approval of the general development plan. Said modifications shall generally be minor and shall be clearly noted in the staff report.

   STAFF RESPONSE: The proposed general development plan is consistent with the Comprehensive Plan and all requirements of the UDC. The applicant has requested one deviation or modifications to the UDC.

2. The proposed general development plan is consistent with the current zoning on the property or conditioned on the approval of an existing application for a Zoning Map amendment.

   STAFF RESPONSE: The proposed general development plan is consistent with the current zoning on the property and the proposed use is allowed by right in the General Business zoning district.

3. The general development plan is in compliance with all applicable use, development and design standards set forth in this Code, unless alternative design standards have been approved for the development.

   STAFF RESPONSE: The general development plan complies with all applicable use, development, and design standards set forth in this Code. One alternative development standard has been proposed.

4. Adequate facilities and services exist or are planned by the project to serve the development at the time of construction.

   STAFF RESPONSE: The existing facilities and services are in place to serve the development.

5. The general development plan is sensitive to the existing land uses and is compatible with the existing adjacent land use designations. Compatibility with the surrounding area is demonstrated by proposed improvements, including screening and buffering that has been provided to minimize impacts to adjacent uses.

   STAFF RESPONSE: The general development plan is sensitive to the existing land uses and is compatible with the existing adjacent land use designations.

6. The general development plan will provide for orderly physical growth of the City, and foster safe, convenient and walkable neighborhoods and shopping districts.

   STAFF RESPONSE: The general development plan will provide for orderly physical growth of the City.

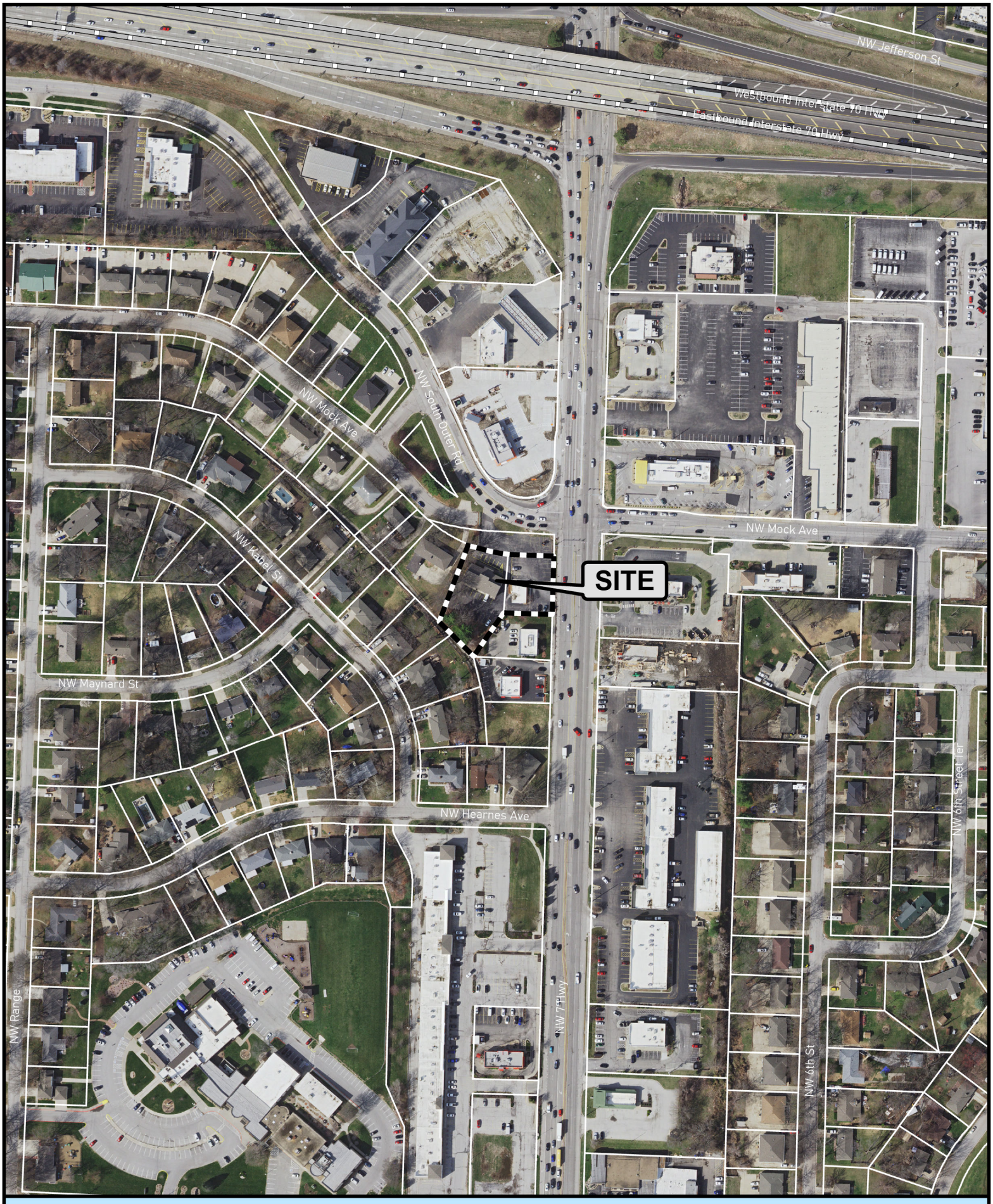
7. Staff Recommendation:

Staff recommends approval of the General Development Plan application with the following conditions:

1) Approval by the City Council based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC, unless otherwise specified by Alternative Development Standard.

a. The applicant is requesting a reduction in the landscape buffers along the MO-7 HWY and southwest property lines. This request is due to the total required buffer area exceeding 10% of the lot area and the utilization of the existing buffer along MO-7 HWY.

2) A Site Plan Design Review is required to review final building and site design, including landscaping.
3) Final building and site design must meet Non-Residential Design Standards per UDC 407.090 and any other applicable sections of the Unified Development Code.

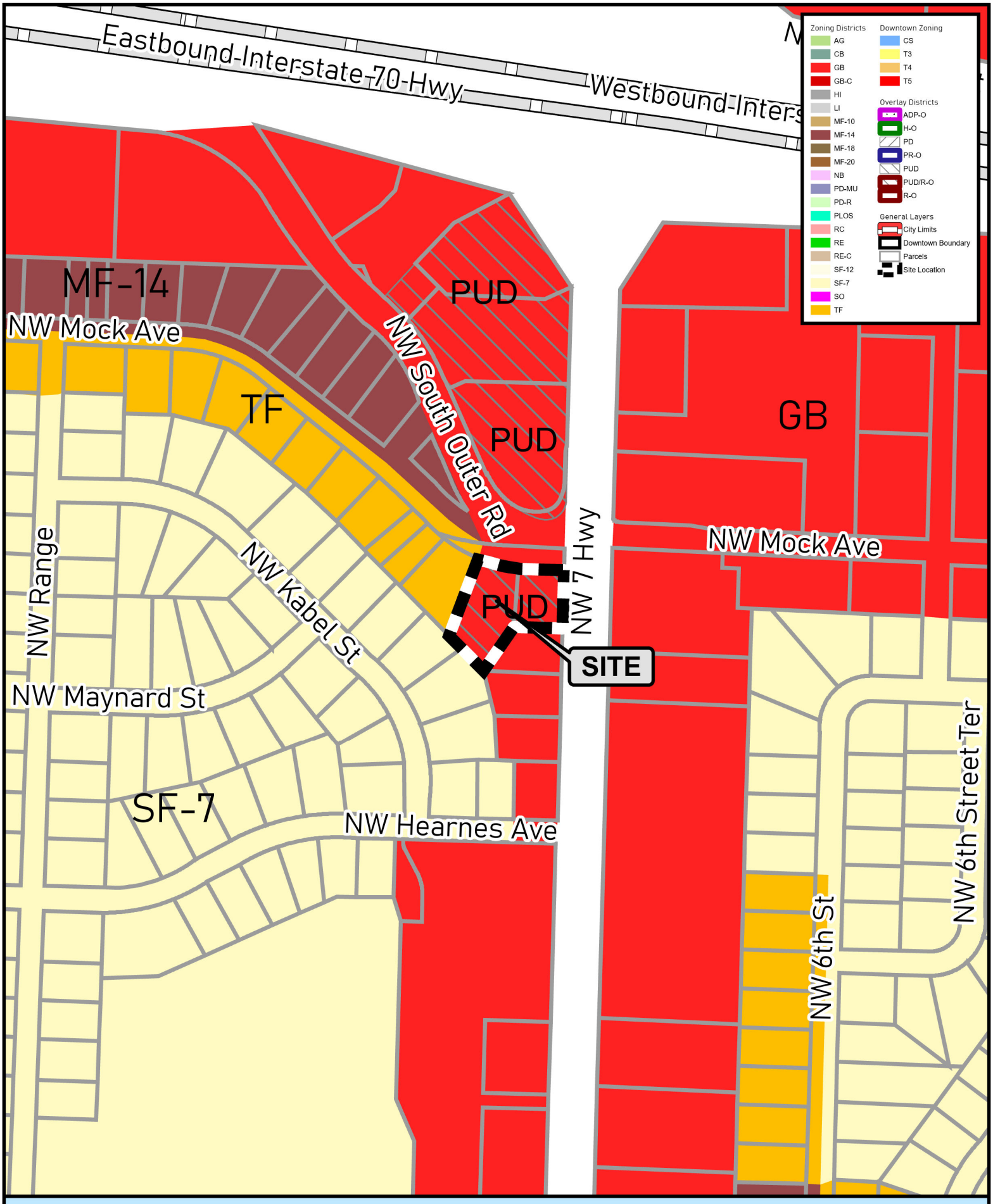


The City of Blue Springs Missouri

RZ-06-24-9206| GDP 06-24-9207 | PP-06-24-9208
PARCEL # 36-430-06-39-00-0-00-000
36-430-06-40-00-0-00-000
AERIAL LOCATION MAP

N

1 inch = 250 feet
Date: 7/24/2024



The City of Blue Springs Missouri

RZ-06-24-9206| GDP 06-24-9207 | PP-06-24-9208
PARCEL # 36-430-06-39-00-0-00-000
36-430-06-40-00-0-00-000
SITE LOCATION MAP

N

1 inch = 250 feet

Date: 7/24/2024

GENERAL DEVELOPMENT PLAN
FOR
SMALLS SLIDERS
BLUE SPRINGS, MISSOURI

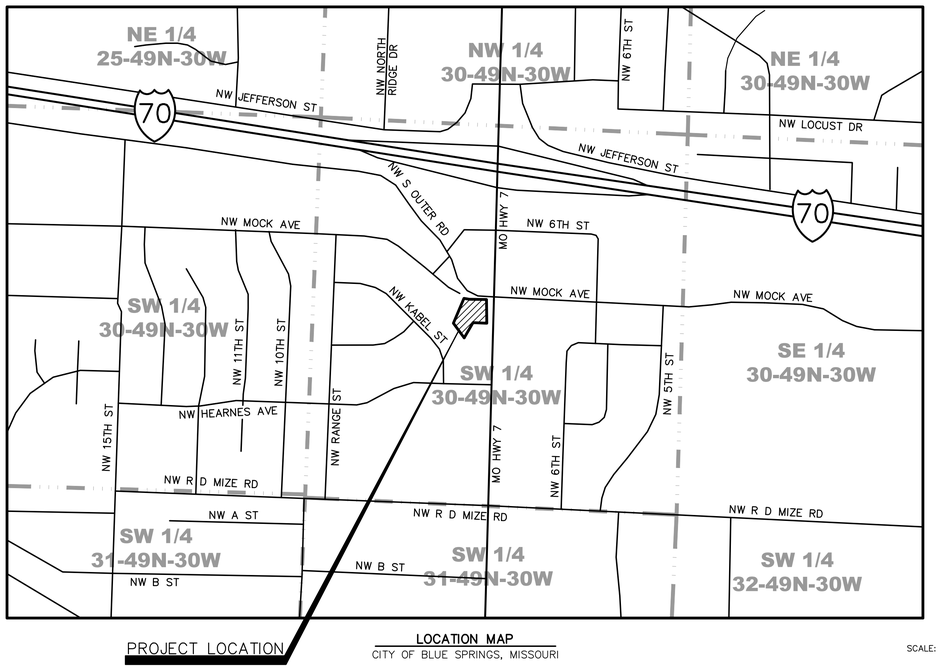
JUNE 2024

DEVELOPER:
GENLUMIS
7280 NW 87TH TERRACE, SUITE C-210
KANSAS CITY, MISSOURI 64153
MARK PARRETTA
(816) 689-0123
mparretta@genlumis.com

OWNER:
CITY OF BLUE SPRINGS
903 W. MAIN STREET
BLUE SPRINGS, MISSOURI 64015

CLAY M. SWOPE & DONNA J. SWOPE TRUST
P.O. BOX 506,
BLUE SPRINGS, MISSOURI 64015

ENGINEER/SURVEYOR:
KAW VALLEY ENGINEERING, INC.
2319 N. JACKSON
JUNCTION CITY, KANSAS 66441
RANDY PURDUE, PE
(785) 762-5040
purdue@kveng.com



LOCATION MAP
CITY OF BLUE SPRINGS, MISSOURI

SCALE: 1" = 500'

DESCRIPTION:
LOT 1 AND LOT 2 OF SWOPE/HOSTETTER PLANNED UNIT DEVELOPMENT NO. 1, RECORDED IN THE RECORDER OF DEEDS OFFICE AS DOCUMENT NO. 1983I0543304 IN PLAT BOOK 40 AT PAGE 42, IN THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 48 NORTH, RANGE 31 WEST OF THE 5TH PRINCIPAL MERIDIAN, LOCATED IN CITY OF BLUE SPRINGS, COUNTY OF JACKSON, STATE OF MISSOURI.

LESS AND EXCEPT THE EAST 10 FEET OF LOT 2 OF SWOPE/HOSTETTER PLANNED UNIT DEVELOPMENT NO. 1 TAKEN FOR HIGHWAY RIGHT-OF-WAY.

UNDERGROUND UTILITY STATEMENT:
THE UNDERGROUND UTILITIES SHOWN HEREON ARE DEPICTED FROM FIELD SURVEY INFORMATION OF ONE-CALL LOCATED UTILITIES AND/OR THE SCALING AND PLOTTING OF EXISTING UTILITY MAPS AND DRAWINGS MADE AVAILABLE TO THE SURVEYOR AT THE TIME OF SURVEY. THE SURVEYOR DOES NOT CERTIFY THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL UNDERGROUND UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. FURTHERMORE, THE SURVEYOR DOES NOT CERTIFY THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION DEPICTED ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE DEPICTED AS ACCURATELY AS POSSIBLE FROM INFORMATION MADE AVAILABLE TO THE SURVEYOR AT THE TIME OF SURVEY. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES SHOWN HEREON BY EXCAVATION UNLESS OTHERWISE NOTED ON THIS SURVEY.

BASIS OF BEARINGS:
ALL BEARINGS HEREIN ARE GRID BEARINGS BASED ON THE MISSOURI STATE PLANE COORDINATE SYSTEM, NAD1983(2011), WEST ZONE.

DATUM BENCHMARK:
VERTICAL DATUM IS NAVD88 DERIVED FROM THE MISSOURI DEPARTMENT OF TRANSPORTATION'S GNSS NTRIP NETWORK. ORTHOMETRIC HEIGHT WAS CALCULATED USING THE GEOID18 MODEL. UNITS ARE U.S. SURVEY FEET.

BENCHMARKS:
BM #61: CHISELED "SQUARE" ON CURB EAST OF CURB INLET NORTHWEST OF ENTRANCE TO NW S OUTER ROAD.
ELEV=940.04

BM #62: CHISELED "SQUARE" AT END RADIUS OF SOUTH CURB RETURN OF DRIVE ENTRANCE TO HIGHWAY 7.
ELEV=933.69

REV	DATE	DESCRIPTION	DSN	DWN	CHK
3	7-31-24	REVISED PER CITY COMMENTS	RCP	JP	RCP
2	7-25-24	REVISED PER CITY COMMENTS	RCP	JP	RCP
1	7-22-24	REVISED PER CITY COMMENTS	RCP	JP	RCP
0	6-27-24	INITIAL ISSUE	RCP	JP	RCP

STATE OF MISSOURI
RANDALL C PURDUE
NUMBER PE-2022026740
PROFESSIONAL ENGINEER
07/31/24

RANDALL C PURDUE
ENGINEER
MO # PE-2022026740

KAW VALLEY ENGINEERING
2319 N. JACKSON | P.O. BOX 1304
JUNCTION CITY, KANSAS 66441
PH. (785) 762-5040
jp@kveng.com | www.kveng.com

KAW VALLEY ENGINEERING, INC. IS AUTHORIZED TO OFFER ENGINEERING SERVICES IN MISSOURI. STATE CERTIFICATE OF AUTHORITY # 2008542. EXPIRES 12/31/25

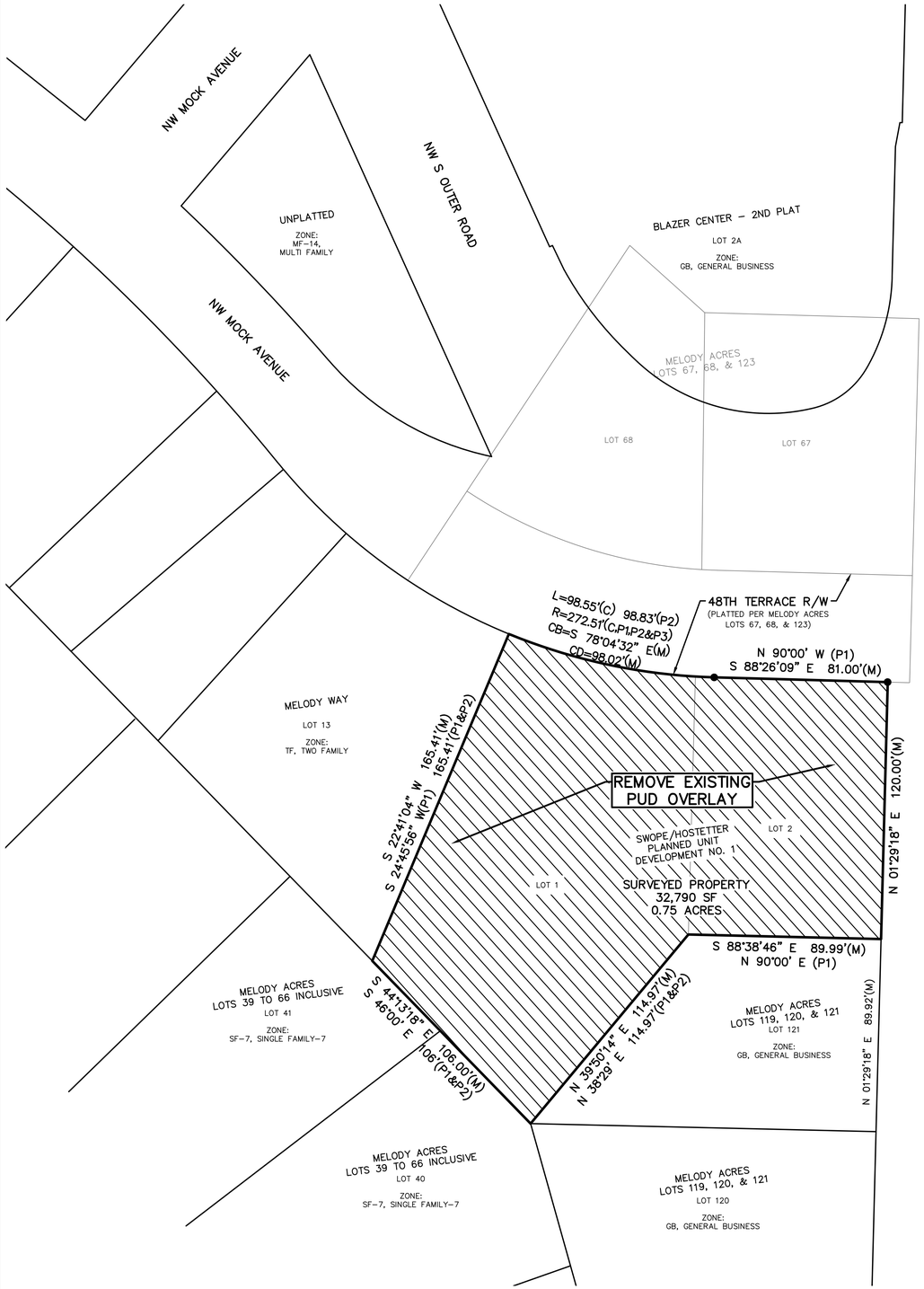
SMALLS SLIDERS
704 MOCK AVENUE
BLUE SPRINGS, MISSOURI

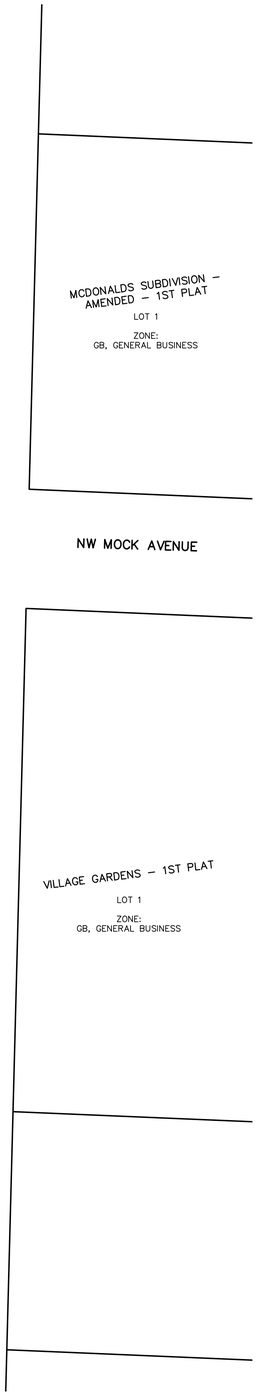
GENERAL DEVELOPMENT PLAN
TITLE SHEET

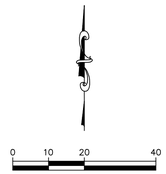
PROJ. NO. A24D1902
DESIGNER RCP | DRAWN BY JP
CFN 1902TS_GDP
SHEET 1 | REV 3

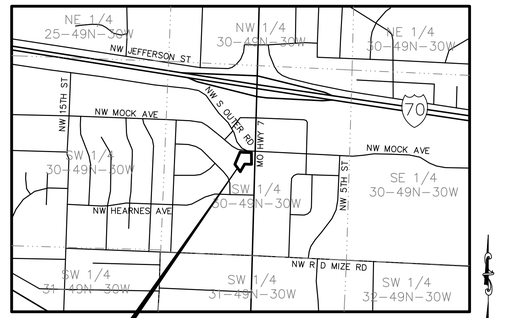
THIS DRAWING SHALL NOT BE UTILIZED BY ANY PERSON, FIRM, OR CORPORATION IN WHOLE OR IN PART WITHOUT THE SPECIFIC PERMISSION OF KAW VALLEY ENGINEERING, INC.

Received
08/01/2024 8:34:45 AM









LOCATION MAP
CITY OF BLUE SPRINGS, MISSOURI

LEGEND

- ○ MONUMENT FOUND
- ● 1/2" X 24" REBAR W/ KVE LS-214F CAP SET
- (P1) SWOPE/HOSTETTER PLANNED UNIT DEVELOPMENT NO. 1 RECORDED AS DOCUMENT NO. 1983I0543304 IN PLAT BOOK 40 AT PAGE 42.
- (P2) MELODY WAY RECORDED AS DOCUMENT NO. 1965I0871232 IN PLAT BOOK 28 PAGE 97.
- (P3) MELODY ACRES LOTS 67, 68, 23 RECORDED AS DOCUMENT NO. 196II0763181 IN PLAT BOOK 25 PAGE 2.
- (M) MEASURED
- (C) CALCULATED
- EXISTING PUD OVERLAY

REZONING DESCRIPTION:

LOT 1 AND LOT 2 OF SWOPE/HOSTETTER PLANNED UNIT DEVELOPMENT NO. 1, RECORDED IN THE RECORDER OF DEEDS OFFICE AS DOCUMENT NO. 1983I0543304 IN PLAT BOOK 40 AT PAGE 42, IN THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 48 NORTH, RANGE 31 WEST OF THE 5TH PRINCIPAL MERIDIAN, LOCATED IN CITY OF BLUE SPRINGS, COUNTY OF JACKSON, STATE OF MISSOURI.

LESS AND EXCEPT THE EAST 10 FEET OF LOT 2 OF SWOPE/HOSTETTER PLANNED UNIT DEVELOPMENT NO. 1 TAKEN FOR HIGHWAY RIGHT-OF-WAY.

BASIS OF BEARINGS:

ALL BEARINGS HEREIN ARE GRID BEARINGS BASED ON THE MISSOURI STATE PLANE COORDINATE SYSTEM, NAD1983(2011), WEST ZONE.

ZONING:

CURRENT ZONE: GB, GENERAL BUSINESS DISTRICT W/ PUD OVERLAY DISTRICT
PROPOSED ZONE: GB, GENERAL BUSINESS DISTRICT (PUD REMOVED)
PROPOSED USE: COMMERCIAL, DRIVE-THRU RESTAURANT

DEVELOPER:

GENLUMIS
7280 NW 87TH TERRACE, SUITE C-210
KANSAS CITY, MISSOURI 64153
MARK PARRETTA
(816) 689-0123
mparretta@genlumis.com

OWNER:

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903 W. MAIN STREET
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PROFESSIONAL ENGINEER

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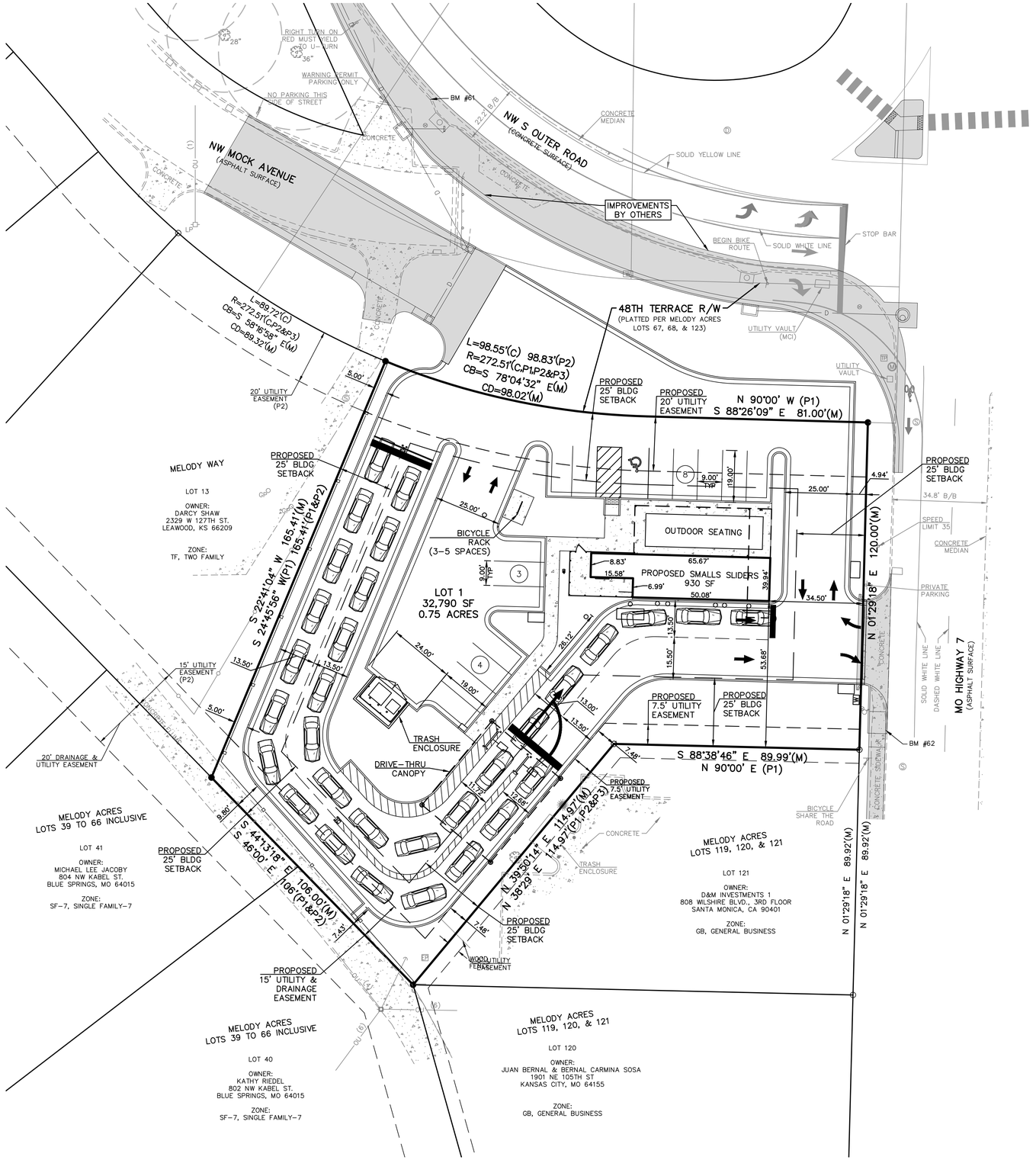
KAW VALLEY ENGINEERING, INC., IS AUTHORIZED TO OFFER ENGINEERING SERVICES IN KANSAS. KANSAS STATE CERTIFICATE OF AUTHORITY # 000542. EXPIRES 12/31/25

SMALLS SLIDERS
704 MOCK AVENUE
BLUE SPRINGS, MISSOURI

REZONING APPLICATION
REZONING SITE PLAN

PROJ. NO.	A24D1902
DESIGNER	RCP
DRAWN BY	JP
CFN	1902SP_RZ
SHEET	1 OF 1
REV	2

THIS DRAWING SHALL NOT BE UTILIZED BY ANY PERSON, FIRM, OR CORPORATION IN WHOLE OR IN PART WITHOUT THE SPECIFIC PERMISSION OF KAW VALLEY ENGINEERING, INC.



LAND USE SUMMARY:

1. LAND USE
   EXISTING: COMMERCIAL, 0.75 ACRES
   PROPOSED: COMMERCIAL, 0.75 ACRES

2. BUILDING TYPE: GENERAL COMMERCIAL BUILDING
   MIN. LOT WIDTH: 25'
   MAX. LOT WIDTH: 200'
   PROPOSED LOT WIDTH: 187.46' – OUTER ROAD FRONTAGE
   120.09' – HWY 7 FRONTAGE
   (MEASURED AT FRONT SETBACK LINE)

3. PARKING REQUIREMENTS
   VEHICLE PARKING
   REQUIRED: 7 SPACES (6 REGULAR, 1 ADA)
   (1 SPACE PER 75 SF OF CUSTOMER SERVICE AREA)
   PROPOSED: 15 SPACES (14 REGULAR, 1 ADA)

   DRIVE-THROUGH STACKING
   REQUIRED: 8 VEHICLES (MEASURED FROM ORDER BOX, W/ MIN. 4 VEHICLE QUE FROM PICK-UP WINDOW TO ORDER BOX)
   PROPOSED: 25 VEHICLES

   BICYCLE PARKING
   REQUIRED: 1 SPACE
   PROPOSED: 3-5 SPACES

4. BUILDING SETBACKS
   MIN. FRONT SETBACK: 25'
   MIN. CORNER SIDE SETBACK: 25'
   MIN. SIDE SETBACK: 20'
   MIN. REAR SETBACK: 25'

   PROPOSED FRONT SETBACK: 25'
   PROPOSED SIDE SETBACK: 25'
   PROPOSED REAR SETBACK: 25'

5. BUILDING COVERAGE
   MAX. ALLOWED: 65%
   PROPOSED: 2.84%

6. BUILDING HEIGHT
   MAX. ALLOWED: 60'
   PROPOSED: 20'-5 1/4"

FLOOD STATEMENT:

THE ACCURACY OF ANY FLOOD HAZARD DATA SHOWN HEREON IS SUBJECT TO MAP SCALE UNCERTAINTY AND TO ANY OTHER UNCERTAINTY IN LOCATION OR ELEVATION ON THE REFERENCED FLOOD INSURANCE RATE MAP. THE SURVEYED PROPERTY LIES WITHIN FLOOD HAZARD ZONE "OTHER AREAS ZONE X" AS SAID PROPERTY PLOTS BY SCALE ON THE FLOOD INSURANCE RATE MAP NO. 29095C0319G, REVISED DATE JANUARY 20, 2017.

ZONING:

CURRENT ZONE:	GB, GENERAL BUSINESS DISTRICT W/ PUD OVERLAY DISTRICT
PROPOSED ZONE:	GB, GENERAL BUSINESS DISTRICT (PUD REMOVED)
PROPOSED USE:	COMMERCIAL, DRIVE-THRU RESTAURANT

PROPOSED LEGEND

MODOT HIGHWAY 7 IMPROVEMENTS BY OTHERS

REV	DATE	DESCRIPTION	DSN	DWN	CHK
3	7-31-24	REVISED PER CITY COMMENTS	RCP	JP	RCP
2	7-25-24	REVISED PER CITY COMMENTS	RCP	JP	RCP
1	7-22-24	REVISED PER CITY COMMENTS	RCP	JP	RCP
0	6-27-24	INITIAL ISSUE	RCP	JP	RCP

STATE OF MISSOURI
RANDALL C PURDUE
NUMBER PE-2022026740
PROFESSIONAL ENGINEER
07/31/24

RANDALL C PURDUE
ENGINEER
MO # PE-2022026740

KAW VALLEY ENGINEERING
2319 N. JACKSON | P.O. BOX 1304
JUNCTION CITY, KANSAS 66441
PH. (785) 762-5040
jc@kveng.com | www.kveng.com

KAW VALLEY ENGINEERING, INC., IS AUTHORIZED TO OFFER ENGINEERING SERVICES BY THE KANSAS STATE CERTIFICATE OF AUTHORITY # 000542. EXPIRES 12/31/25

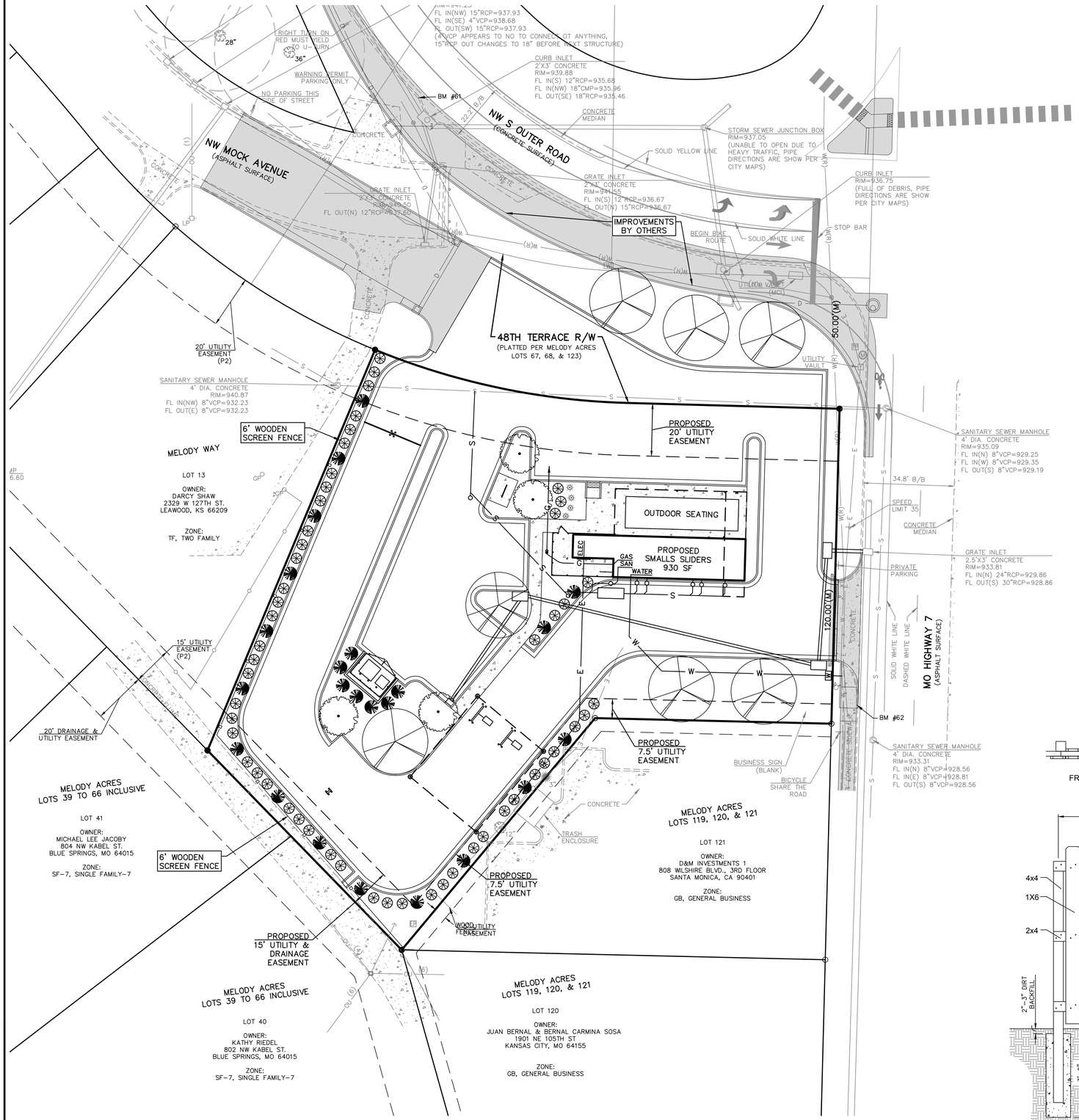
SMALLS SLIDERS
704 MOCK AVENUE
BLUE SPRINGS, MISSOURI

GENERAL DEVELOPMENT PLAN
SITE PLAN

PROJ. NO. A24D1902
DESIGNER RCP | DRAWN BY JP
CFN 1902SP_GDP
SHEET 3 | REV 3

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SCALE: 1" = 20'

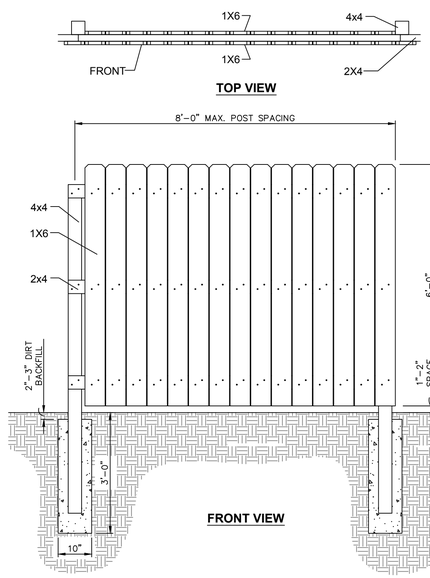
PROPOSED LEGEND

- SHADE TREE
- ORNAMENTAL TREE
- LARGE SHRUB
- MEDIUM SHRUB
- GRASS
- MODOT HIGHWAY 7 IMPROVEMENTS BY OTHERS

ALTERNATE DEVELOPMENT STANDARDS:

1. REQUEST REDUCTION IN LANDSCAPE BUFFERS ALONG HIGHWAY 7, WEST PROPERTY AND SOUTHWEST PROPERTY LINES DUE TO THE TOTAL REQUIRED BUFFER AREA EXCEEDING 10% OF LOT AREA.

LANDSCAPING SHOWN IS CONCEPTUAL AND SUBJECT TO CITY OF BLUE SPRINGS REVIEW AND LANDSCAPE ARCHITECT DESIGN.



SCREEN FENCE

REV	DATE	DESCRIPTION	DSN	DWN	CHK
3	7-31-24	REVISED PER CITY COMMENTS	RCP	JP	RCP
2	7-25-24	REVISED PER CITY COMMENTS	RCP	JP	RCP
1	7-22-24	REVISED PER CITY COMMENTS	RCP	JP	RCP
0	6-27-24	INITIAL ISSUE	RCP	JP	RCP

2319 N. JACKSON | P.O. BOX 1304
JUNCTION CITY, KANSAS 66441
PH. (785) 762-5040
jp@kveng.com | www.kveng.com
KAW VALLEY ENGINEERING

SMALLS SLIDERS
704 MOCK AVENUE
BLUE SPRINGS, MISSOURI

GENERAL DEVELOPMENT PLAN
LANDSCAPE PLAN

PROJ. NO.	A24D1902
DESIGNER	RCP
DRAWN BY	JP
CFN	1902LP_GDP
SHEET	6
REV	3

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The City of Blue Springs

Planning Application

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

OFFICE USE ONLY – Updated 10-13-2020	
CASE #:	RZ-06-24-9206, GDP-06-24-9207, PP-06-24-9208
PC MEETING:	8/12/2024
CC MEETING:	8/19/2024
BOA MEETING:	n/a
NEWSPAPER:	7/27/2024
NOTICE LETTERS:	7/27/2024
PLANNER:	Mike Mallon

PROJECT LOCATION INFORMATION (*separate applications required if project boundaries differ*)

SMALLS SLIDERS

Project Name

36-430-06-39-00-0-00-000, 36-430-06-40-00-0-00-000, 36-430-06-38-00-0-00-000 See attached.

Project Address (Parcel ID if No Address Assigned or Multiple Addresses) | **Legal Description (attach as a separate page if too large)**

Existing Zoning	Existing Land Use	Proposed Zoning	Proposed Land Use	Total Acreage	# of Proposed Lots
GB, PUD	COMMERCIAL	GB	COMMERCIAL	0.95	1

APPLICATION (*check all that apply*)

LAND USE
- ☐ Conditional Use
- ☒ Rezoning
- ☒ General Development Plan

LAND SUBDIVISION
- ☒ Preliminary Plat
- ☒ Final Plat
- ☐ Administrative Plat

MASTER PLANS
- ☐ PD Concept Plan
- ☐ PD Final Plan
- ☐ PUD Concept Plan-Amended
- ☐ PUD Final Plan
- ☐ PRO Concept Plan-Amended
- ☐ PRO Final Plan
- ☐ Redevelopment Modification Plan

SITE DEVELOPMENT
- ☐ Appearance Review
- ☒ Site Plan/Design Review (SPDR)
- ☐ PD Final Plan / SPDR
- ☐ PUD Final Plan / SPDR
- ☐ Administrative SPDR

SIGNAGE
- ☐ Master Sign Plan
- ☐ Administrative Sign Plan
- ☐ Appeal for Minor Sign Adjustment

OTHERS
- ☒ Vacation
- ☐ Variance
- ☐ Alternative Dev. Standards

APPLICANT & PROPERTY OWNER INFORMATION

Name of Applicant	Company	Phone	Email Address
Mark Parietta	Sliders KC	(816) 679-0123	mparietta@gentunis.com

Address	City	State	Zip Code
7280 NW 87th Ter Ste C210	Kansas City	MO	64153

I agree to allow the City of Blue Springs to copy and distribute all submitted project plans, materials, and information and post on the official City of Blue Springs web site as necessary for the project approval process, including public hearings. Furthermore, all submitted plans, materials, and information meet all UDC requirements unless specifically stated otherwise in an attached letter. Additionally, I agree that the Applicant and the Property Owner are jointly and severally liable to pay the City of Blue Springs all applicable fees and costs required for the project approval process.

X _____ 6/25/24
Applicant Signature — Date

Name of Property Owner	Phone	Email Address
DONNA J. SWOPE	(816)582-9036	ToddSTILEWORKS@gmail.com

Address	City	State	Zip Code
704 NW MOCK AVE & 809 NW 7 HWY	BLUE SPRINGS	Missouri	64014

I declare, under penalty of perjury, that in applying for this application, I am the owner of this property and that the statements herein and all information herewith submitted are, to the best of my knowledge and belief, true and correct. In the event of corporate ownership, all Directors, Officers, Stockholders of each Corporation owning more than five percent (5%) of any class of stock is listed in an attached letter. With the signing and submittal of this application, I authorize the City of Blue Springs to enter onto the subject property to collect data and other information in order to accurately prepare reports or other documentation for review by City Council, Boards & Commissions, and City Staff. Additionally, I agree that the Applicant and the Property Owner are jointly and severally liable to pay the City of Blue Springs all applicable fees and costs required for the project approval process.

X Donna J Swope 6/25/24
Property Owner Signature — Date

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REQUIRED DOCUMENTS CHECKLIST FOR ALL APPLICATIONS			
	REQUIREMENT	**DESCRIPTION**	**NUMBER**
☐	**Project Location Information**	Complete 1st page of this Application	
☐	**Legal Description** *(digital copy required for public hearings only)*	One 8.5" x 11" copy & a digital copy in Microsoft Word format emailed to comdevlegal@bluespringsgov.com	
☐	**Plans Set Sealed by the Proper Entity Registered in the State of Missouri**	Full plans set folded & collated; See Guidebook for plans set requirements	Varies
		Reduced set of full plans set on 8.5" x 11"	1 set
☐	**Other Required Documents**	Other Required Documents such as Stormwater Study; Traffic Study; etc. on 8.5"x11"	2 sets
☐	**Application Specific Requirements Checklist**	Attach applicable pages from the Guidebook.	
☐	**Other Required Information**	See UDC Chapter 403 (Development Review Procedures) for any other required information. For Signage requirements, see Chapter 501 (Sign Code).	

PROJECT DESCRIPTION:

The development of a Smalls Sliders drive-through restaurant at the southwest corner of Highway 7 and Mock Avenue.

Received
06/27/2024 4:03:43 PM

CONTACT INFORMATION SHEET

PROJECT LEAD

Name	Company Name		
RANDY PURDUE	KAW VALLEY ENGINEERING, INC.		
Address	**City**	**State**	**Zip**
2319 N. JACKSON STREET	JUNCTION CITY	KS	66441
Email	**Phone**	**Fax**	
purdue@kveng.com	785-762-5040		

DEVELOPER

Name	Company Name		
Mark Parretta	SLIDERS KC/GENLUMIS		
Address	**City**	**State**	**Zip**
7280 NW 87TH TERRACE, SUITE C-210	KANSAS CITY	MO	64153
Email	**Phone**	**Fax**	
mparretta@genlumis.com	816-689-0123		

ENGINEER

Name	Company Name		
RANDY PURDUE	KAW VALLEY ENGINEERING, INC.		
Address	**City**	**State**	**Zip**
2319 N. JACKSON STREET	JUNCTION CITY	KS	66441
Email	**Phone**	**Fax**	
purdue@kveng.com	785-762-5040		

ARCHITECT

Name	Company Name		
WILL ROBERTS	ABRAMS ARCHITECTURE & DESIGN		
Address	**City**	**State**	**Zip**
3809 YOUREE DRIVE, SUITE 100	SHREVEPORT	LA	71105
Email	**Phone**	**Fax**	
will@abramsarchitecture.com	318-407-1297		

SURVEYOR

Name	Company Name		
JASON R. LOADER	KAW VALLEY ENGINEERING, INC.		
Address	**City**	**State**	**Zip**
2319 N. JACKSON STREET	JUNCTION CITY	KS	66441
Email	**Phone**	**Fax**	
	785-762-5040		

LANDSCAPE ARCHITECT

Name	Company Name		
Address	**City**	**State**	**Zip**
Email	**Phone**	**Fax**	

ATTORNEY

Name	Company Name		
Address	**City**	**State**	**Zip**
Email	**Phone**	**Fax**	

OTHER CONTACT

Name	Company Name		
Address	**City**	**State**	**Zip**
Email	**Phone**	**Fax**	

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PUBLIC NOTICE

Rezoning | RZ-06-24-9206
General Development Plan | GDP-06-24-9207
"Smalls Sliders"
Parcel # 36-430-06-39-00-0-00-000; 36-430-06-40-00-0-00-000

Notice is hereby given that a public hearing will be held by the Planning Commission of the City of Blue Springs on **Monday, August 12, 2024 at 6:30 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 a request by the applicant, Mark Parretta, Sliders KC/Genlums, on behalf of the property owner Donna J. Swope, for approval of a Rezoning to rezone the property from the current "GB/PUD " (General Business/Planned Unit Development) to the underlying "GB" (General Business) and on a request by the applicant, Mark Parretta, Sliders KC/Genlums, on behalf of the property owner Donna J. Swope, for approval of a General Development Plan to allow for development of a Small Sliders drive-thru restaurant. Interested parties may view the application materials on file by contacting the Community Development Department via email at ComDevLegal@bluespringsgov.com or at City Hall at 903 W Main Street, Blue Springs, MO.

The site is legally described as follows:

LOT 1 AND LOT 2 OF SWOPE/HOSTETTER PLANNED UNIT DEVELOPMENT NO. 1, RECORDED IN THE RECORDER OF DEEDS OFFICE AS A DOCUMENT NO 198310543304IN PLAT BOOK 40 AT PAGE 42, IN THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 48 NORTH, RANGE 31 WEST OF THE 5TH PRINCIPAL MERIDIAN, LOCATED IN CITY OF BLUE SPRINGS, COUNTY OF JACKSON, STATE OF MISSOURI.

LESS AND EXCEPT THE EAST 10 FEET OF LOT 2 OF SWOPE/HOSTETTER PLANNED UNIT DEVELOPMENT NO. 1 TAKEN FOR HIGHWAY RIGHT-OF-WAY.

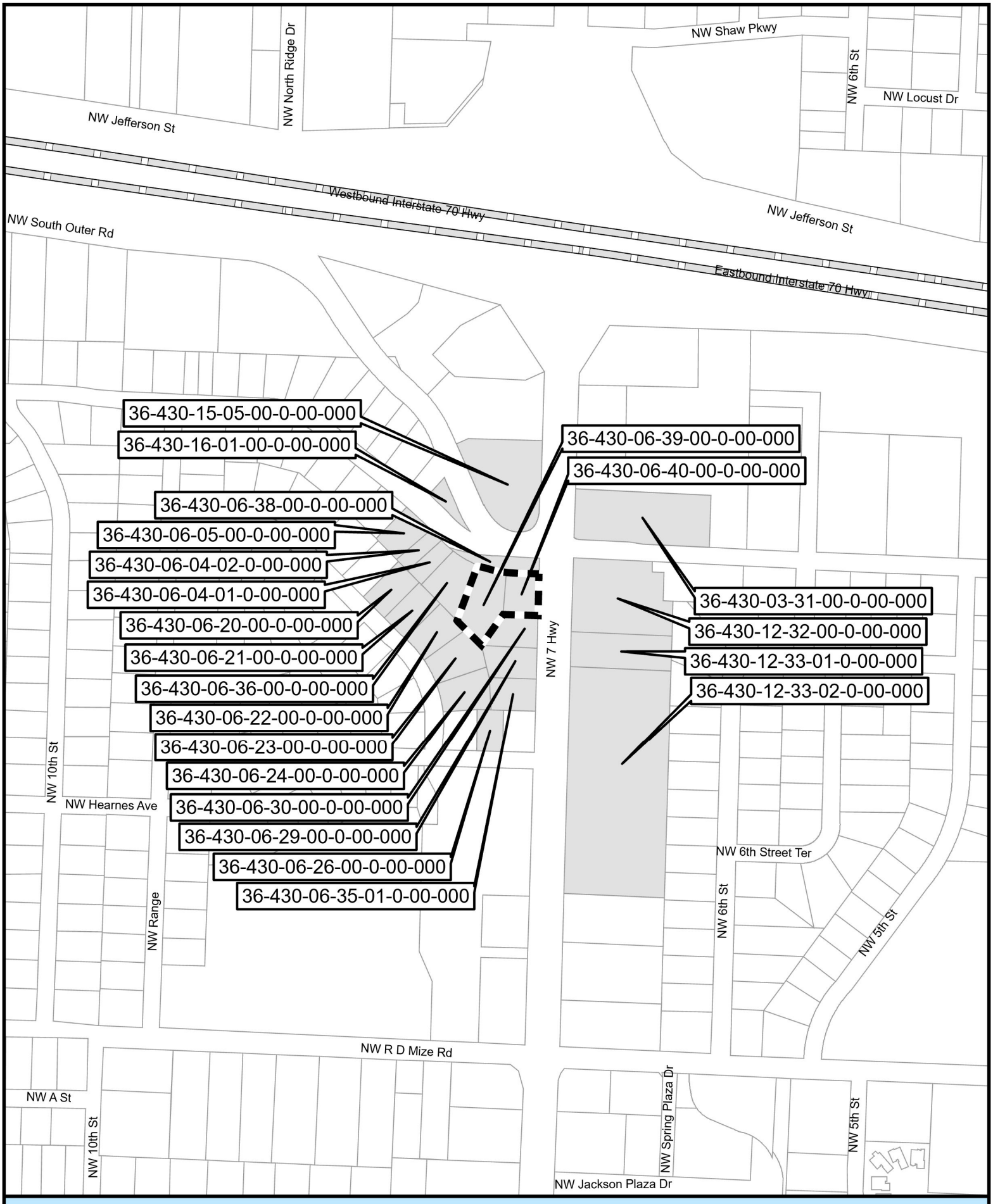
CITY OF BLUE SPRINGS
Planning Commission
By: Mike Mallon, Senior Director

The City Council of the City of Blue Springs will also hold a public hearing on the above noted Rezoning / RZ-06-24-9206 and General Development Plan / GDP-06-24-9207 on **Monday, August 19, at 6:00 p.m.** in the Council Chambers of the Howard L. Brown Public Safety Facility to consider the application and the recommendation of the Planning Commission.

CITY OF BLUE SPRINGS

City Council

PUBLISH: Saturday, July 27, 2024
E-MAIL TO THE EXAMINER: legals@examiner.net
07/24/2024



The City of Blue Springs Missouri

RZ-06-24-9206| GDP 06-24-9207 | PP-06-24-9208
PARCEL # 36-430-06-39-00-0-00-000
36-430-06-40-00-0-00-000
185' NOTIFICATION MAP

N

1 inch = 350 feet
Date: 7/24/2024

Parcel ID	Situs Address	Situs City	Situs State	Situs ZipCode	Owner
36-430-06-35-01-0-00-000	NO ADDRESS ASSIGNED BY CITY	BLUE SPRINGS	MO	64015	CLARK JAMES N & CHRISTINE M
36-430-06-38-00-0-00-000	PUBLIC OWNED	BLUE SPRINGS	MO	64015	CITY OF BLUE SPRINGS
36-430-06-39-00-0-00-000	704 NW MOCK AVE	BLUE SPRINGS	MO	64015	SWOPE CLAY M & DONNA J-TRUSTEES
36-430-06-20-00-0-00-000	808 NW KABEL ST	BLUE SPRINGS	MO	64015	MYERS ROBERT & PATRICIA
36-430-06-36-00-0-00-000	708 NW MOCK AVE	BLUE SPRINGS	MO	64015	SHAW DARCY
36-430-06-04-02-0-00-000	716 NW MOCK AVE	BLUE SPRINGS	MO	64015	ALEXANDRA KURTH PROPERTIES LLC
36-430-06-24-00-0-00-000	800 NW KABEL ST	BLUE SPRINGS	MO	64015	SIMS CHRISTIE L
36-430-06-04-01-0-00-000	714 NW MOCK AVE	BLUE SPRINGS	MO	64015	ALEXANDRA KURTH PROPERTIES LLC
36-430-06-26-00-0-00-000	703 NW HEARNES AVE	BLUE SPRINGS	MO	64015	HOLMAN LOIS R
36-430-06-30-00-0-00-000	805 NW 7 HWY UNIT A	BLUE SPRINGS	MO	64015	D&M INVESTMENTS 1 LLC
36-430-06-05-00-0-00-000	718 NW MOCK AVE	BLUE SPRINGS	MO	64015	BATES ROBERT J & GERALDINE M-TRUSTEES
36-430-06-29-00-0-00-000	803 NW 7 HWY UNIT A	BLUE SPRINGS	MO	64015	SOSA JUAN BERNAL & BERNAL CARMINA
36-430-03-31-00-0-00-000	814 NW 7 HWY	BLUE SPRINGS	MO	64014	MCDONALDS REAL ESTATE CO OF COLUMBIA MD
36-430-06-40-00-0-00-000	809 NW 7 HWY	BLUE SPRINGS	MO	64015	SWOPE CLAY M & DONNA J-TRUSTEES
36-430-06-21-00-0-00-000	806 NW KABEL ST	BLUE SPRINGS	MO	64015	LAUNIUS REBECCA A
36-430-06-23-00-0-00-000	802 NW KABEL ST	BLUE SPRINGS	MO	64015	RIEDEL KATHY

36-430-16-01-00-0-00-000	NO ADDRESS ASSIGNED BY CITY	BLUE SPRINGS	MO	64015	SWOPE CLAY M & DONNA J-TRUSTEES
36-430-06-22-00-0-00-000	804 NW KABEL ST	BLUE SPRINGS	MO	64015	JACOBY MICHAEL LEE
36-430-12-32-00-0-00-000	808 NW 7 HWY	BLUE SPRINGS	MO	64014	MOJACK LLC
36-430-12-33-02-0-00-000	710 NW 7 HWY UNIT A	BLUE SPRINGS	MO	64014	PRB HOLDINGS LLC | PARK PLAZA ONE LLC | RUETH REAL ESTATE SERV
36-430-12-33-01-0-00-000	710 NW 7 HWY UNIT A	BLUE SPRINGS	MO	64014	LAKSHMI-KAMETARO LLC
36-430-15-05-00-0-00-000	905 NW 7 HWY	BLUE SPRINGS	MO	64014	METCALF 91 BLB LLC

Blue Springs, Missouri
Community Development

July 26, 2024

Ref: Public Hearing: Rezoning | RZ-06-24-9206
General Development Plan | GDP-06-24-9207
"Smalls Sliders"
Parcel # 36-430-06-39-00-0-00-000; 36-430-06-40-00-0-00-000

Dear Property Owner:

A Public Hearing will be held by the Planning Commission and the City Council of the City of Blue Springs to receive comments from interested parties and citizens relative to a request by the applicant, Mark Parretta, Sliders KC/Genlums, on behalf of the property owner Donna J. Swope, for approval of a Rezoning to rezone the property from the current "PUD " (Planned Unit Development) to the underlying "GB" (General Business) zoning district and for approval of a General Development Plan to allow for the development of a Small Sliders drive-thru restaurant. The subject property is located at the southwest corner of NW South Outer Road and NW 7 Highway and includes two (2) parcels covering 0.73 +/- acres.

You are receiving this notice because County records indicate you own property within 185 feet of the boundary of the site in question.

Interested parties may view the application materials on file by contacting the Community Development Department via email at ComDevLegal@bluespringsgov.com or at City Hall at 903 W Main Street, Blue Springs, MO.

The hearing will be held in the Council Chambers in the Howard L. Brown Public Safety Building located at 1100 SW Smith Street, Blue Springs on the following dates:

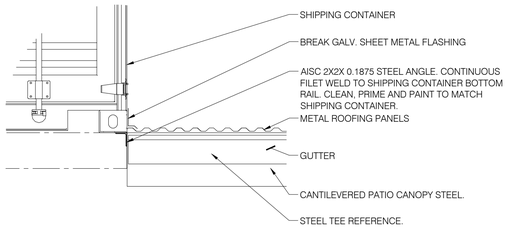
Planning Commission - Monday, August 12, 2024 @ 6:30 p.m.
&
City Council – Monday, August 19, 2024 @ 6:00 p.m.

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,

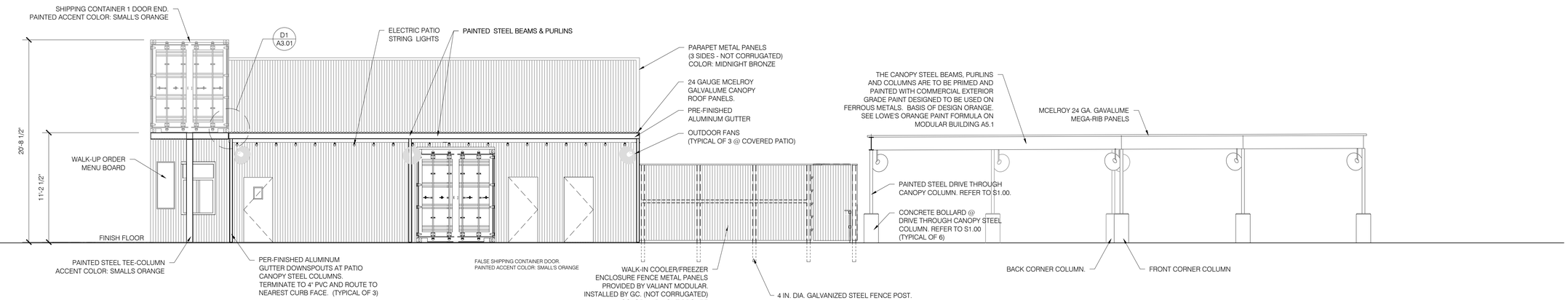
CITY OF BLUE SPRINGS
COMMUNITY DEVELOPMENT

Traci Breshears
Administrative Assistant



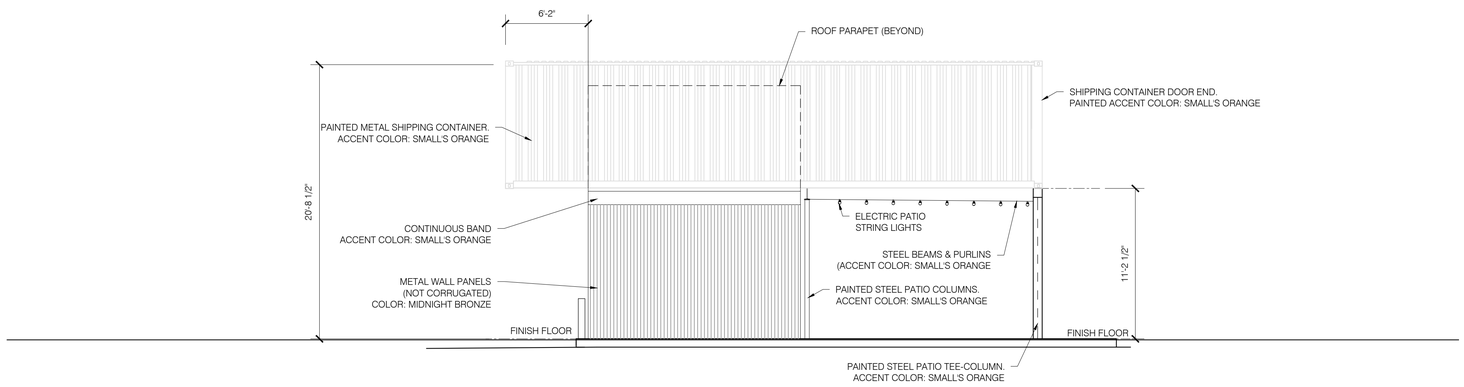
D1 FLASHING DETAIL

SCALE: 3/4" = 1'-0"



C1 BUILDING ELEVATION (NORTH)

SCALE: 3/16" = 1'-0"



A1 BUILDING ELEVATION (EAST)

SCALE: 1/4" = 1'-0"

PROVIDE SHOP DRAWING SUBMITTALS FOR ALL FABRICATED METAL ASSEMBLIES FOR ARCHITECT'S APPROVAL PRIOR TO FABRICATION.

smalls SLIDERS

SMALLS SLIDERS
704 NW MOCK AVE
BLUE SPRINGS, MO 64015

STATE OF MISSOURI
DAVID MATTHEW ABRAMS
A-2024015416
ARCHITECT

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CANOPY ELEVATIONS

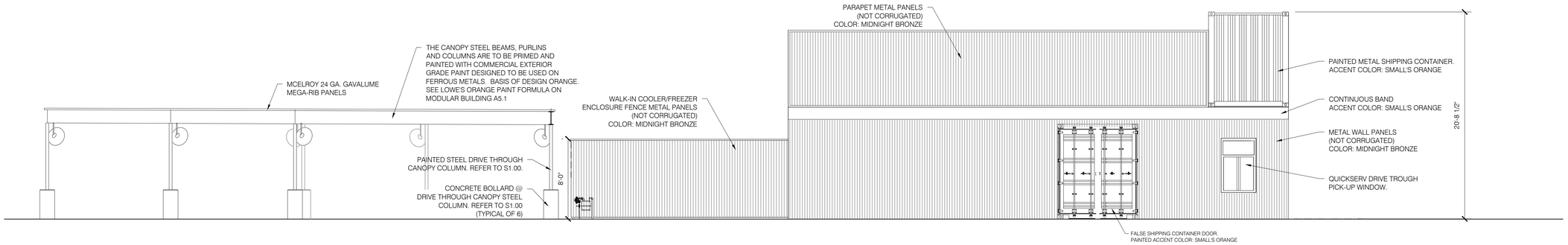
REVISIONS	
NO.	DATE
*	**.**.**

PROJECT NO: AA 24120

SHEET A3.01

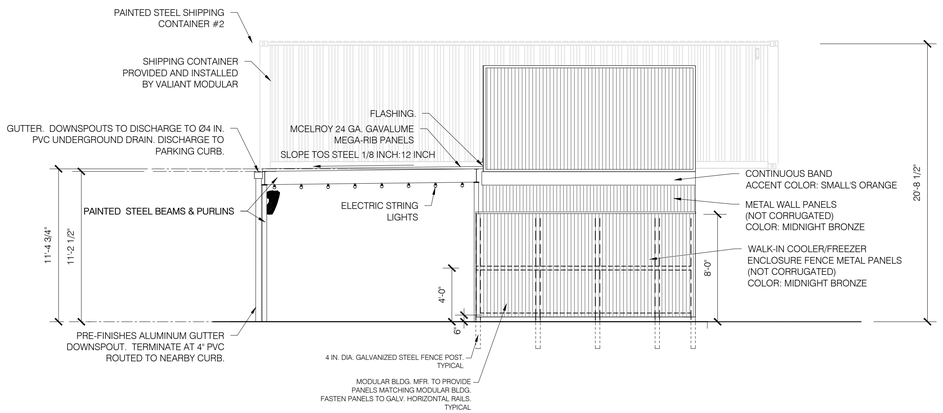
DATE 7.22.24

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C1 BUILDING ELEVATION (SOUTH)

SCALE: 3/16" = 1'-0"



A1 BUILDING ELEVATION (WEST)

SCALE: 3/16" = 1'-0"

PROVIDE SHOP DRAWING SUBMITTALS FOR ALL FABRICATED METAL ASSEMBLIES FOR ARCHITECT'S APPROVAL PRIOR TO FABRICATION.

smalls SLIDERS®

SMALLS SLIDERS
704 NW MOCK AVE
BLUE SPRINGS, MO 64015

STATE OF MISSOURI
DAVID MATTHEW ABRAMS
A-2024015416
ARCHITECT

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CANOPY ELEVATIONS

REVISIONS	
NO.	DATE
*	** ** **

PROJECT NO: AA 24120

SHEET A3.02

DATE 7.22.24

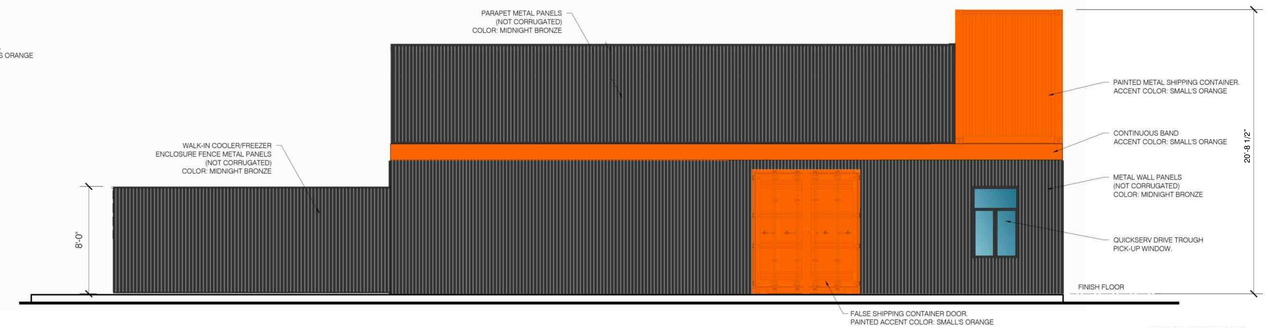
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07/22/2024 5:13:43 PM



ORANGE ACCENT 72%
METAL PANELS 28%

C1 FRONT BUILDING ELEVATION

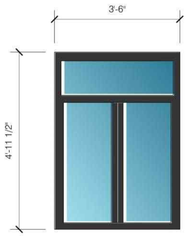
SCALE: 3/16" = 1'-0"



ORANGE ACCENT 14%
METAL PANELS 77%
OPENINGS 9%

C4 LEFT BUILDING ELEVATION

SCALE: 3/16" = 1'-0"



DRIVE THRU WINDOW
QUICK SERV
MODEL: SC
ANODIZED DARK BRONZE



PATIO STRING LIGHT
PLT SOLUTIONS
MODEL: PLT M-24IN-330FT-165E26-14AWG

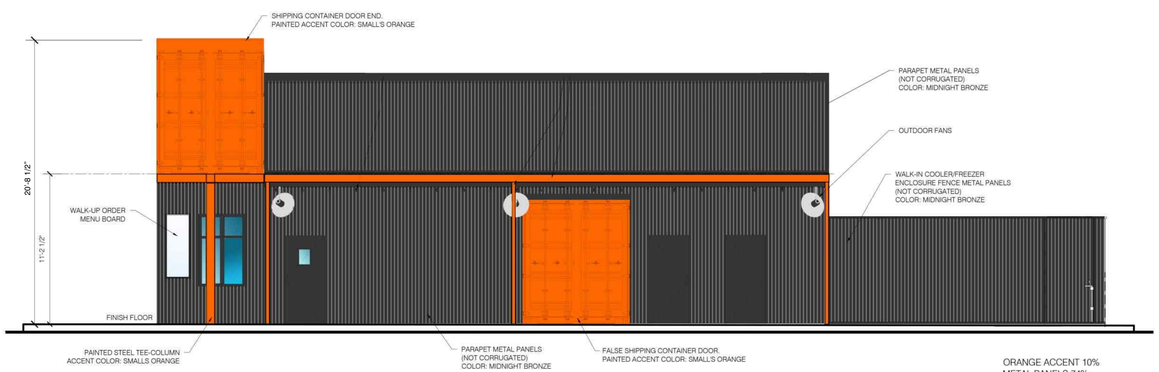


OUTDOOR FANS
4 AT DRIVE THROUGH CANOPY
3 AT PATIO CANOPY
GLOBAL INDUSTRIAL 24" OUTDOOR RATED
OSCILLATING WALL MOUNT FAN

ACCENT COLOR
COLOR: ORANGE
LOWE'S ITEM #77957
EXTERIOR DURAMAX SEMI-GLOSS BASE 4
8913-8Y25 8964-5y10 8920-.25



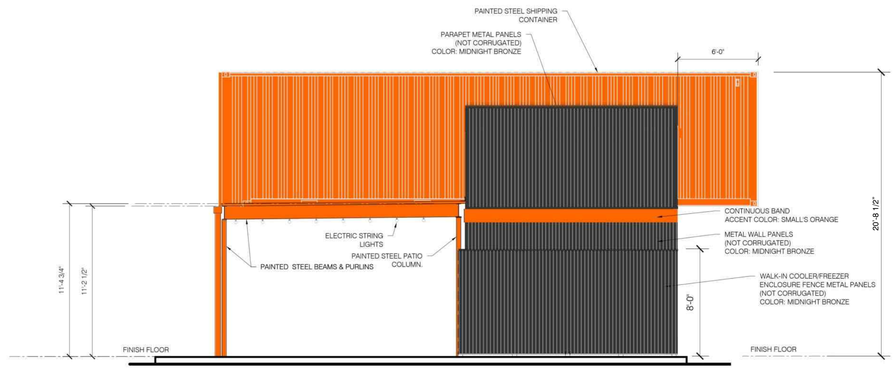
CONCEALED FASTENER METAL PANELS
COLOR: MIDNIGHT BRONZE
RIGHT ELEVATION
REAR ELEVATION
LEFT ELEVATION



ORANGE ACCENT 10%
METAL PANELS 74%
OPENINGS & SIGN 16 %

A1 RIGHT BUILDING ELEVATION

SCALE: 3/16" = 1'-0"



ORANGE ACCENT 58%
METAL PANELS 42%

A4 BUILDING ELEVATION

SCALE: 3/16" = 1'-0"

SMALLS SLIDERS
BLUE SPRINGS, MO

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BUILDING
ELEVATIONS

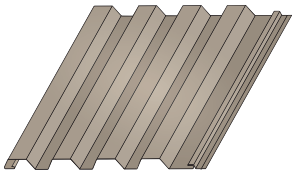
REVISIONS	
NO.	DATE
*	*****

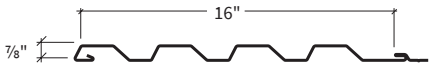
PROJECT NO:
AA 24120

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MASTERLINE 16



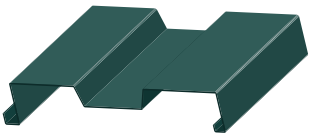


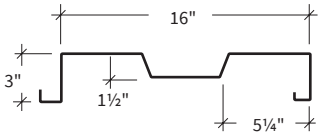
MasterLine 16 is a concealed-fastener metal wall panel that provides an interesting shadow line, enhancing the aesthetics of the panel. While primarily designed for horizontal applications, it can also be installed vertically to give a distinguished architectural design. The panels provide 16-inch coverage and are available with factory-applied mastic in the side laps. Panels may be attached to metal studs, with or without sheathing, as well as to subgirts.

Product Specifications

- **Application:** Wall
- **Coverage Width:** 16"
- **Panel Attachment:** Concealed Fastening System
- **Gauges:** 24 (standard); 22 (optional)
- **Finishes:** Smooth (standard); Embossed (optional; 24 and 22 gauge only)
- **Coatings:** Galvalume Plus®, Signature® 200, Signature® 300, Signature® 300 Metallic

SHADOWRIB™



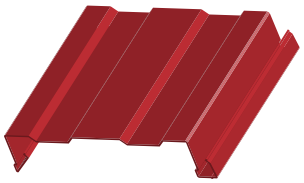


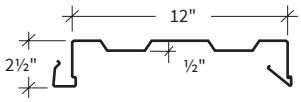
ShadowRib™ is a three-inch deep panel that combines aesthetics, economy and function to bring definition to metal structures. ShadowRib™ is a proven performer and a versatile tool to the designer. Structural strength in the ShadowRib™ panel is accomplished without sacrificing appearance or design flexibility. The fluted face creates distinctive shadow lines.

Product Specifications

- **Application:** Wall
- **Coverage Width:** 16"
- **Panel Attachment:** Concealed Fastening System (inside); ShadowRib™ Panel Clip (outside)
- **Gauges:** 24 (standard); 22 (optional)
- **Finishes:** Smooth (standard); Embossed (optional)
- **Coatings:** Galvalume Plus®, Signature® 200, Signature® 300, Signature® 300 Metallic

NUWALL®



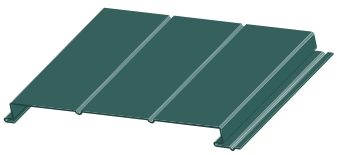


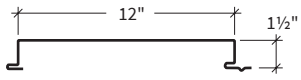
The NuWall® wall panel can be used for either new or retrofit construction. This concealed-fastened system creates a clean, uninterrupted wall on a building.

Product Specifications

- **Application:** Wall
- **Coverage Width:** 12"
- **Panel Attachment:** Concealed Fastening System
- **Gauges:** 24 (standard); 22 (optional)
- **Finishes:** Smooth (standard); Embossed (optional)
- **Coatings:** Galvalume Plus®, Signature® 200, Signature® 300, Signature® 300 Metallic

FW-120





The FW-120 panel is a concealed-fastened wall and liner panel that provides a flat appearance. FW-120 is commonly used for architectural, commercial and industrial markets. The heavy gauge offering provides for large spanning capabilities, particularly in composite wall applications.

Product Specifications

- **Application:** Wall, Fascia
- **Coverage Width:** 12"
- **Panel Attachment:** Concealed Fastening System by use of FW-120 Clip
- **Gauges:** 24 (standard); 22, 20 (optional) FW-120 Clip not available for 20-gauge panels
- **Finishes:** Smooth (standard); Embossed (optional)
- **Coating:** Signature® 300

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SIGNATURE® 300

STANDARD COLORS

Polyvinylidene Fluoride (PVDF);
Low Gloss

**Minimum quantities and/or extended lead times required. Please inquire.


HARBOR BLUE


COLONIAL RED


MEDIUM BRONZE


PACIFIC BLUE


NATURAL PATINA**

SNOW WHITE


SLATE GRAY

ALMOND


MIDNIGHT BRONZE


CLASSIC GREEN


EVERGLADE**


BROWNSTONE


TUNDRA


SPRUCE**


HUNTER GREEN


BRITE RED**

BONE WHITE

SIGNATURE® 300 METALLIC

Metallic coatings are directional. Panels and trim must be installed oriented in the same direction to prevent perceived shade variances.


COPPER METALLIC**


SILVER METALLIC

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Introduced by Councilmember _____ BILL NO. 5241
(RZ-06-24-9206)

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REZONING FOR PROPERTY LOCATED AT THE SOUTHWEST CORNER OF MO-7 HWY AND SOUTH OF NW MOCK AVENUE, WHICH CONTAINS 0.6 +/- ACRES, FROM "GB/PUD OVERLAY" (GENERAL BUSINESS/PLANNED UNIT DEVELOPMENT OVERLAY) TO "GB" (GENERAL BUSINESS) FOR SMALLS SLIDERS DRIVE-THRU RESTAURANT

WHEREAS, proper application having been made for Rezoning of property hereinafter described; and

WHEREAS, in accordance with Title IV, Unified Development Code of the Municipal Code of the City of Blue Springs, Missouri, said application was referred to the Planning Commission for report and recommendation, and a public hearing was held August 12, 2024, which Commission, after said hearing, recommended that the application for rezoning be approved; and

WHEREAS, thereafter a public hearing was held by City Council on August 19, 2024; and

WHEREAS, in accordance with Title IV, Unified Development Code of the Municipal Code of the City of Blue Springs, Missouri, it was determined that the change of zoning was appropriate at the location herein described.

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

Section 1. That following described tract of real estate is hereby rezoned from "GB/PUD" (General Business/Planned Unit Development Overlay) to "GB" (General Business). The site is legally described as:

LOT 1 AND LOT 2 OF SWOPE/HOSTETTER PLANNED UNIT DEVELOPMENT NO. 1, RECORDED IN THE RECORDER OF DEEDS OFFICE AS DOCUMENT NO. 1983I0543304 IN PLAT BOOK 40 AT PAGE 42, IN THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 48 NORTH, RANGE 31 WEST OF THE 5TH PRINCIPAL MERIDIAN, LOCATED IN CITY OF BLUE SPRINGS, COUNTY OF JACKSON, STATE OF MISSOURI.

LESS AND EXCEPT THE EAST 10 FEET OF LOT 2 OF SWOPE/HOSTETTER PLANNED UNIT DEVELOPMENT NO. 1 TAKEN FOR HIGHWAY RIGHT-OF-WAY.

Section 2. Approval by the City Council based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC unless modified under the General Development Plan.

Section 3. That 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 19th day of August 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

Introduced by Councilmember _____ BILL NO. 5242
(GDP-06-24-9207)

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE GENERAL DEVELOPMENT PLAN FOR SMALLS SLIDERS DRIVE-THRU RESTAURANT LOCATED AT 704 NW MOCK AVENUE AND 809 NW MO-7 HWY, IN BLUE SPRINGS, JACKSON COUNTY, MISSOURI

WHEREAS, proper application having been made to approve a General Development Plan (GDP) for property hereinafter described; and

WHEREAS, after review of the General Development Plan with respect to such issues as zoning, land use, impact to surrounding areas, adequacy of facilities and services, and compliance with development regulations to achievement quality development, in which it has been determined that the application has met; and

WHEREAS, in accordance with Title IV, Unified Development Code of the Municipal Code of the City of Blue Springs, Missouri, said application was referred to the Planning Commission for report and recommendation, and a public hearing was held on August 12, 2024, which the Commission, after said hearing, recommended that the application for the General Development Plan be approved; and

WHEREAS, thereafter a public hearing was held by City Council on August 19, 2024; and

WHEREAS, in accordance with Title IV, Unified Development Code of the Municipal Code of the City of Blue Springs, Missouri, it was determined that the application was appropriate at the location herein described; and

WHEREAS, the City of Blue Springs, Missouri has determined that the General Development Plan is appropriate at this location.

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

Section 1. The following described tract of real estate is hereby declared subject to the General Development Plan for Smalls Sliders Drive-Thru Restaurant. The site is legally described as:

ALL OF LOT 1 AND A PORTION OF LOT 2 OF SWOPE/HOSTETTER PLANNED UNIT DEVELOPMENT NO. 1, RECORDED IN THE RECORDER OF DEEDS OFFICE AS DOCUMENT NO. 1983I0543304 IN PLAT BOOK 40 AT PAGE 42, AND THAT PORTION OF PLATTED 48TH TERRACE RIGHT-OF-WAY OF MELODY ACRES, A SUBDIVISION RECORDED IN THE RECORDER OF DEEDS OFFICE AS DOCUMENT NO. 1961I0763181 IN PLAT BOOK 25 PAGE 2, IN THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 48 NORTH, RANGE 31 WEST OF THE 5TH PRINCIPAL MERIDIAN, LOCATED IN CITY OF BLUE SPRINGS, COUNTY OF JACKSON, STATE OF MISSOURI, BEING DESCRIBED BY JASON R. LOADER, PS 2010018904 ON JUNE 25, 2024 AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID MELODY ACRES; THENCE ON THE SOUTH LINE OF SAID MELODY ACRES, N 88°26'09" W 10.00 FEET TO A POINT 10 FEET NORMALLY DISTANT FROM THE EAST LINE OF SAID MELODY ACRES; THENCE PARALLEL WITH SAID EAST LINE, N 01°29'18" E 50.00 FEET TO A POINT ON THE SOUTH LINE OF LOT 67 OF SAID MELODY ACRES; THENCE ON SAID SOUTH LINE, N 88°26'09" W 80.93 FEET TO A POINT OF CURVATURE; THENCE ON THE SOUTH LINE OF LOT 67 AND LOT 68 OF SAID MELODY ACRES, NORTHWESTERLY ON THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 222.51 FEET, AN ARC LENGTH OF 80.12 FEET, AND BEING SUBTENDED BY A CHORD WHICH BEARS N 78°07'13" W 79.69 FEET; THENCE S 22°41'04" W 50.00 FEET TO THE SOUTH LINE OF SAID MELODY ACRES AND THE NORTHWEST CORNER OF SAID LOT 1; THENCE ON THE WEST LINE OF SAID LOT 1, S 22°41'04" W 165.41 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE ON THE SOUTHWESTERLY LINE OF SAID LOT 1, S 44°13'18" E 106.00 FEET TO THE SOUTHERNMOST CORNER OF SAID LOT 1; THENCE ON THE SOUTHEASTERLY LINE OF SAID LOT 1, N 39°50'14" E 114.97 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1 AND THE SOUTHWEST CORNER OF SAID LOT 2; THENCE ON THE SOUTH LINE OF SAID LOT 2, S 88°38'46" E 89.99 FEET TO A POINT 10 FEET NORMALLY DISTANT FROM THE EAST LINE OF SAID LOT 2; THENCE PARALLEL WITH SAID EAST LINE, N 01°29'17" E 120.00 FEET TO THE POINT OF BEGINNING. CONTAINS 41,305 SQUARE FEET, MORE OR LESS. ALL BEARINGS HEREIN ARE GRID BEARINGS BASED ON THE MISSOURI STATE PLANE COORDINATE SYSTEM, NAD1983(2011), WEST ZONE.

Section 2. No land covered within this General Development Plan, or contained within the area described by Section 1 of this Ordinance, may be developed except in compliance with the General Development Plan approved herein by the City of Blue Springs or hereinafter revised, and the requirements of said General Development Plan shall include any staff recommendations contained in the staff report and presented to the Planning Commission at its August 12, 2024 meeting and to the City Council at its August 19, 2024 meeting, and approved by the City Council as conditions of development passage by this Ordinance and of this General Development Plan, and shall be deemed to include those conditions in addition to those contained in the UDC and in documents and drawings submitted to the Planning Commission and City Council and approved hereby, including the following conditions:

1. Approval by the City Council based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC.
    a. The applicant is requesting a reduction in the landscape buffers along the MO-7 HWY and southwest property lines. This request is due to the total buffer area exceeding 10 % of the lot area and the utilization of the existing buffer align MO-7 HWY.
2. Site Plan Design Review is required to review final building and site design, including landscaping.
3. Final building and site design must meet Non-Residential Design Standards per UDC 407.090 and any other applicable sections of the Unified Development Code.

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

Section 4. The base zoning district standards and other applicable regulations of the Unified Development Code shall control development within the General Development Plan except those regulations that are modified and allowed under either the General Development Plan and/or the applicable Alternative Development Standards process.

Section 5. A Site Plan Design Review shall be submitted and approved prior to the issuance of any building permits within the General Development Plan area. Approval of the Site Plan Design Review shall only be granted if it is in substantial compliance with the approved General Development Plan.

Section 6. 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 19th day of August 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

CITY OF BLUE SPRINGS, MISSOURI

CITY COUNCIL
August 19, 2024

EXHIBITS FOR PUBLIC HEARING

TOMMY'S EXPRESS CAR WASH
REZONING AND PLANNED DEVELOPMENT CONCEPT PLAN
(RZ-03-24-9093 AND PDC-03-24-9095)

EXHIBIT #1 City Council Information Form dated July 29, 2024 with the following attachments: Staff Report with attachments from the May 20, 2024 City Council meeting; Application with attachments; Affidavit of Publication in The Examiner on April 27, 2024; 185 ft. Notification Map; Names/addresses of property owners within 185 ft. of site; Copy of letter sent to said property owners; Title IV, Land Use Section – Blue Springs Code of Ordinances (by reference); and 2014 Comprehensive Plan (by reference); Affidavit of Publication of the August 19, 2024 Public Hearing in the Examiner on August 3, 2024, 185 ft. Notification Map; Names/addresses of property owners within 185 ft. of site; Copy of letter sent to said property owners for the August 19, 2024 Public Hearing and Bill approving Rezoning and PD Concept Plan with The Planned Development Standards attached as Exhibit A and The PD Concept Plan attached as Exhibit B

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: July 29, 2024

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

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

ISSUE/REQUEST

A public hearing is being held at the request of the applicant, Kevin Uhl, Frontier Investments, on behalf of the property owner, Philip Zou, for consideration to rezone from "GB" (General Business) to "PD – C" (Planned Development – Commercial) for property located at 509 NW 7 Highway (RZ-03-24-9093). The applicant is also requesting approval of a Planned Development (PD) Concept Plan for Tommy's Express Car Wash to allow for the demolition of the current site and development of an express car wash (PDC-03-24-9095). Upon conclusion of the public hearing, a Bill rezoning the property to "PD – C" (Planned Development – Commercial) and approving the Planned Development Concept Plan will be ready for introduction and readings. The public hearing was continued from the May 20, 2024, City Council meeting without testimony to the June 3, 2024 City Council meeting without testimony and was then continued indefinitely without testimony.

BACKGROUND/JUSTIFICATION

The applicant is requesting approval to rezone the subject property from "GB" (General Business) to "PD – C" (Planned Development – Commercial) for the property located at 509 NW 7 Highway. The applicant is also requesting approval of a Planned Development (PD) Concept Plan to allow for the development of an express tunnel carwash. The "PD – C" zoning would allow all uses allowed in the "GB" zoning district at the time of development with the addition of the "Car Wash" land use. The final request is for approval of a Preliminary Plat for one lot on 0.74 +/- acres.

The Planning Commission held a Public Hearing on Monday, May 13, 2024, where zero spoke in favor and zero spoke in opposition to the Rezoning and the PD Concept Plan. Planning Commission voted to recommend approval of the Rezoning and the PD Concept Plan. Planning Commission also approved the Preliminary Plat for Tommy's Express Car Wash on May 13, 2024.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
August 19, 2024	N/A

STAFF RECOMMENDATION

Staff recommends approval of the Rezoning.

Staff recommends approval of the PD Concept Plan with the following conditions:

1. Approval based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC, unless modified by the Planned Development.
    a. Reduce the side setback on the north from the required 10-ft. to 3-ft.
    b. Waive the transparency requirement for a Pad Site building.
    c. Waive the requirement for a primary entrance for a Pad Site building.
    d. Decrease the required buffers on the West, Southwest, and East sides of the site.
    e. Eliminate the requirement for a 6-ft. tall solid privacy fence adjacent to the "SF-7" zoning along the southwest portion of the site.
2. The PD Standards shall permit all land uses allowed in the "GB" (General Business) zoning district at the time of development with the addition of the Car Wash land use.
3. Any proposed improvements and impacts on MO 7 identified in the Traffic Impact Study must be reviewed and approved by MoDOT.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Planning Commission
Date:	May 13, 2024
Action:	Recommended approval of the Rezoning: 4 aye, 2 no Recommended approval of the PD Concept Plan with four conditions: 4 aye, 2 no

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Staff Report with attachments from the May 20, 2024 City Council meeting; Application with attachments; Affidavit of Publication in The Examiner on April 27, 2024; 185 ft. Notification Map; Names/addresses of property owners within 185 ft. of site; Copy of letter sent to said property owners; Title IV, Land Use Section – Blue Springs Code of Ordinances (by reference); and 2014 Comprehensive Plan (by reference).
2. Affidavit of Publication of the August 19, 2024 Public Hearing in the Examiner on August 3, 2024, 185 ft. Notification Map; Names/addresses of property owners within 185 ft. of site; Copy of letter sent to said property owners for the August 19, 2024 Public Hearing.
3. Bill approving Rezoning and PD Concept Plan with The Planned Development Standards attached as Exhibit A and The PD Concept Plan attached as Exhibit B

REVIEWED BY:

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

PLANNING APPLICATION REVIEW STAFF REPORT

Meeting Dates:	Planning Commission: May 13, 2024 City Council: May 20, 2024
Project Name:	***Tommy's Express Car Wash***
Site Location:	509 NW 7 Hwy.
Project Request:	RZ-03-24-9093; Rezoning from "GB" (General Business) to "PD – C" (Planned Development – Commercial) PDC-03-24-9095; PD Concept Plan to allow for development of an express tunnel-style car wash PP-03-24-9094; Preliminary Plat for one (1) lot on 0.74 +/- acres

Applicant: Kevin Uhl | Frontier Investments
Property Owner: Philip Zou
Staff Planner: Adair Bright, Senior Planner

Project Description: The applicant is requesting approval to rezone the subject property from "GB" (General Business) to "PD – C" (Planned Development – Commercial) for the property located at 509 NW 7 Highway. The applicant is also requesting approval of a Planned Development (PD) Concept Plan to allow for the development of an express tunnel carwash. The "PD – C" zoning would allow all uses allowed in the "GB" zoning district at the time of development with the addition of the "Car Wash" land use. The final request is for approval of a Preliminary Plat for one (1) lot on 0.74 +/- acres.

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

Previous Actions:

Date	Review Body	Action
N/A		

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

Adjacent Properties:

Direction	Current Zoning	Current Land Use(s)
North:	"GB" (General Business)	Bank or Financial Institution
South:	"GB" (General Business) & "SF-7" (Single-Family)	Bank or Financial Institution
East:	"GB" (General Business Development)	Mid-Size Retail
West:	"SO" (Service Office)	Office, Small

REZONING ANALYSIS

Existing Zoning: "GB" (General Business)
Existing Land Use: Vacant
Proposed Zoning: "PD – C" (Planned Development – Commercial)

Proposed Land Use: Car Wash

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

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

> *Areas for residential living arranged in a connected pattern of streets and blocks to provide access to civic and neighborhood amenities. Neighborhoods are primarily detached houses, but can include integration of different housing types, institutional/civic uses and spaces, or micro-commercial uses that support the neighborhood pattern and scale. Connection to Gathering Places or Neighborhood Centers is important to access daily services and meet daily needs.*

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

> *There exist in the City parcels where the zoning regulations contained in the categorical districts listed in the UDC may not provide for the development of innovative projects desired by property owners and providing general benefit to the City as a whole. To allow for innovative development projects in a way that can assist in the implementation of the City's Comprehensive Plan and other development goals and objectives, a Planned Development (PD District) District is provided as a special zoning district that may be used in these instances. The intent of the PD District is to encourage unique and high-quality neighborhood, commercial or mixed-use development through an integrated development plan that provides flexibility to the standard zoning district regulations. The use of the PD District can enhance the quality of development and amenities, improve the design of the public realm, increase compatibility between adjacent uses and developments, and reduce negative impacts by using techniques such as: large-scale developments; efficient use of land; innovative and imaginative architectural approaches; design and site planning standards; conservation and preservation of natural resources; urban amenities; and greater open space.*
>
> Through the PD, the development will allow all land uses allowed within the "GB" (General Business) zoning district at the time of development with the addition of the "Car Wash" land use. Any development Standards not specified by the PD will be required to comply with the Blue Springs Unified Development Code at the time of development.
>
> The Planned Development process is a way to facilitate the coordinate master planned development that meets or exceeds the intent of the UDC and the goals of the Comprehensive Plan through an integrated plan, process, and flexible standards. A planned development application is a specific type of Zoning Map amendment (rezoning) and must meet all the procedures and requirements of that process, but it also accommodates specific master development plans.

Review Criteria: *In reviewing any application for an amendment to the Official Zoning Map (zoning change / rezoning), the Planning Commission and City Council shall review the proposed amendment considering the Comprehensive Plan, the general requirements of the Unified Development Code, and the following considerations:*

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

   STAFF RESPONSE: The proposed rezoning is in accordance with the 2014 Comprehensive Plan which classifies the subject property as providing Neighborhoods with Distinct Destinations and a service to the nearby residents. The proposed development should fit well with the existing land uses as they are mostly auto-dominant uses.

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

   STAFF RESPONSE: The intent of the PD zoning district is to encourage innovative, unique, and high-quality developments. The proposed development provides an innovative way to achieve the goal of providing a land use without rezoning to a higher intensity zoning district. Since the property is proposed to follow the "GB" (General Business) zoning district regulations with the addition of the car wash, the development would support the abutting "GB" (General Business) zoning districts as well.

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

   STAFF RESPONSE: Approval of the rezoning application would set a precedent that could encourage redevelopment of vacant property along 7 Highway. Denial of the rezoning application would result in the property remaining vacant and entirely out of compliance with the Unified Development Code. Furthermore, the denial could discourage unique and innovative development of vacant sites that require modifications due to being previously developed.

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

   STAFF RESPONSE: The subject property can be developed under the requirements of the UDC; however, the applicant is requesting modifications through a PD Concept Plan. Staff believes that all requested modifications are warranted due to the existing conditions of the site and the adjacent developments.

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

   STAFF RESPONSE: City utilities and services will be able to serve the proposed development. A 16" water main runs along the east side of MO 7 and

there is sanitary sewer to the east of the proposed development. Staff believes other utilities and services will be able to serve the proposed development as well (Central Jackson County Fire Protection District).

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

   STAFF RESPONSE: Staff believes approval of this rezoning will not negatively impact the condition or value of the property of surrounding areas or the ability to be developed in accordance with the Comprehensive Plan. The investment in the site and in the city is likely to have a positive impact on the surrounding area by eliminating a vacant property.

7. The requested zoning change is justified by a change in conditions since the existing zoning was designated or by an error in the current designation.

   STAFF RESPONSE: The requested zoning change is justified by a change in conditions since the existing zoning was designated. The uses allowed in the "GB" (General Business) zoning district have changed over time and many of the uses are auto-dominant uses. A car wash land uses requires a Conditional Use Permit approval even in higher intensity zoning districts in order to ensure the use is appropriate in the proposed location. Due to 7 Highway containing auto-dominant uses and this site in particular being between two (2) sites that both contain drive-thrus, the car wash land use seems appropriate within the proposed PD which will follow the "GB" (General Business) zoning regulations.

8. The consistency of the application with other adopted policies of the City.

   STAFF RESPONSE: Staff believes this proposal is consistent with other adopted City policies.

9. The recommendations of professional staff.

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

PD CONCEPT PLAN & PLAT ANALYSIS

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

Planned Development Standards: As part of the PD Standards, the applicant is proposing the following:

- The site will allow all land uses allowed in the "GB" (General Business) zoning district at the time of development with the addition of the "Car Wash" land use.
- The site will conform to the "GB" (General Business) zoning district regulations and the "Pad Site" building type regulations unless otherwise stated.

- Any standards not specified will revert to the Blue Springs Unified Development Code in effect at the time of development.

Preliminary Plat Requirements: The proposed Preliminary Plat meets the minimum standards described in the Unified Development Code (UDC) Section 403.050 and submittal requirements provided in the Preliminary Plat application.

Preservation: The 0.74 +/- acre property is currently developed and is almost entirely impervious. Through the redevelopment of the site, the applicant is proposed additional areas for landscaping and greenspace which will result in a slight decrease of the existing hardscape.

Phasing: The property is proposed to be developed in one (1) phase. **A PD Final Plan/Site Plan Design Review and a Final Plat will be required prior to the issuance of building permits.**

Modifications Requested: The applicant is proposing the following modifications through the Planned Development related to either the building type ("Pad Site") or zoning district ("GB" – General Business) regulations and development standards:

- **Per UDC Section 405.030, Non-Residential Building Type Standards, request to reduce the side setback on the north from the required 10-ft. minimum to 3-ft.**
- **Per UDC Section 405.030, Non-Residential Building Type Standards, request to waive the transparency requirement due to the proposed building design and the nature of the business.**
- **Per UDC Section 405.030, Non-Residential Building Type Standards, request to waive the requirement for a primary entrance due to the proposed building design and the nature of the business.**
- **Per UDC Section 407.040, Site and Landscape Design, request to decrease the required buffers on the west, southwest, and east sides.**
- **Per UDC Section 407.040, Site and Landscape Design, request to eliminate the requirement for a 6-ft. tall fence adjacent to "SF-7" (Single-Family) zoning.**

Streets & Sidewalks: The total site includes two (2) access points off NW 7 Highway. The northern access with be an entrance only, right-in, and the southern access will be right-in right-out onto NW 7 Highway to eliminate any conflicts that could be presented with cross-traffic turns.

The plans currently show a 5-ft. wide ADA compliant sidewalk along NW 7 Highway which meets the requirement.

Traffic: A Traffic Impact Study will need to be completed and submitted to the city and MoDOT for review of the impacts to local traffic and the approval of any needed improvements to MO 7.

Stormwater: There will not be any increase to the impervious surface area with this development. Therefore, a stormwater and water quality study will not be required per APWA 5600.

Sanitary

Sewer: Gravity sanitary sewer is available along the east property line under MO 7. The sewer has capacity to convey flows generated from this development, but the developer is responsible for extending sewer within the property in order to serve this site. An engineer or surveyor will need to determine if the sewer invert elevations are such for this development to utilize this sanitary sewer.

Land Use: The proposed land use is a "Car Wash" which is only allowed in "RC" (Regional Commercial) and "LI" (Light Industrial) with a Conditional Use Permit. The use is defined as "a use primarily engaged in cleaning or detailing motor vehicles, whether self-service, automatic, or by hand."

Special Use Standards: Per UDC Section 405.050(A)(24), the following regulations shall apply to car washes:

a. Service bays and other vehicular use areas shall be designed so that they do not face any residential uses. The Director of Community Development may recommend, and the Planning Commission may approve an increase of the landscape buffer to protect neighboring residential property.

Staff Response: Neither the car wash entrance bay or the exit bay faces any residential uses.

Building Typology: As part of the PD Concept Plan, the Planned Development Standards will utilize the Pad Site building type. Below are the requirements and the proposed modifications highlighted in yellow.

Pad Site Building Standards

Standard	Requirement	Proposed
Frontage Width	75-ft min. to 200-ft. max.	150-ft.
Lot Area	7,500-sf. min.	32,234.4-sf.
Front Setback	0-ft. to 10-ft. on activity streets or when fronting on any part of the Civic Open Space System; 10-ft. to 45-ft. in all other cases	40.5-ft.
Side Setback	10-ft. min.	3-ft. min.
Rear Setback	20-ft. min., except 0-ft. min. for alley-loaded lots	51.3-ft.
Building Height	15-ft. to 30-ft.; up to 2 stories	29-ft.
Frontage Type	Terrace; frontage plaza; or enhanced streetscape frontage buffer edge limited to standard streets	Buffer Edge
Design & Performance Standards	Transparency = 50% to 80% at street level if located on an activity street, 30% or more if located on any other type of street; 30% to 50% on upper story regardless of street type. Primary entrance feature = 1 per building frontage on activity streets; side entrances may be permitted on other street types,	Transparency = not met Primary Entrance = not met

	provided there is a direct pedestrian connection to the entrance from the street frontage. Building coverage = 65% of lot area max. Parking shall generally be located behind the front building line with an exception of up to 10% of the parking may be placed forward of the front building line. Non-residential design standards in Section **407.090** shall apply to all applications of this building type.	Building coverage = 14% One parking stall is located in front of the front building line which is 5% of the provided parking.

The applicant is proposed modifications to the Pad Site building type standards through the PD. Staff is supportive of the request to decrease the side setback since it will just be for the canopy which is attached to the building making it part of the primary structure. However, since it is a canopy, the structure should not feel as though it is too close to the property line. Staff is also supportive of the requests to not meet the transparency requirements and the primary entrance requirements since the nature of the business, an automatic tunnel car wash, determines the design of the building. The primary entrance is not necessary, and the transparency is not feasible.

Parking: The plans provided show that all parking stalls and drive aisles will meet the requirements of the UDC. All parking stalls are proposed to be at least 9.5-ft. wide and 18.5-ft. long with 25-ft. wide drive aisles. The tables below provide the required parking for both identified land uses.

Land Use	Required	Provided
"Car Wash"	6 stacking spaces from the entrance	>6 stacking spaces from the entrance

In total, the entire site will have fourteen (14) parking stalls to be utilized with the vacuums, five (5) parking stalls for employees, and one (1) ADA stall. Car Washes are not required to provide parking stalls, just enough stacking from the entrance which is being met.

All bicycle parking will be reviewed with the PD Final Plan/Site Plan Design Review.

Pedestrian Access: The plans provided show all internal pedestrian access and all shown sidewalks meet the required widths per the UDC. All sidewalks adjacent to parking stalls are 8-ft. wide to accommodate vehicle overhang. There is not a pedestrian-oriented public entrance to the building, so a sidewalk connecting the entrance to the public realm is not required.

Open Space: There are no open space requirements for properties less than five (5) acres; however, open space landscaping is still required based on the square footage of the site.

Frontage & Landscaping: The applicant has provided a conceptual landscape plan. All final landscaping will be reviewed with the PD Final Plan/Site Plan Design Review. Below is a table outlining the requirements for the site.

Landscape Area	Required Units / PUs (plant units)
South buffer: Adj. to "GB" zoning & Adj. to "SF-7" zoning / No buffer required adj. to "GB" & Buffer C (25-ft. min) adj. to "SF-7"	60 PUs/100-ft. (27.71' x 0.60) = **17 PUs & 6-ft. Tall solid privacy fence or an undulating 4-ft. to 6-ft. earth berm with landscaping on top adj. to SF-7**
East buffer: Adj. to NW 7 Hwy. (arterial) / Buffer B (15-ft. min.)	45 PUs/100-ft. (153.64' x 0.45) = **69 PUs**
North buffer: Adj. to "GB" zoning / Not applicable	No buffer is required
West buffer: Adj. to "SO" zoning / Buffer A (7-ft. min.)	45 PUs/100-ft. (153.64' x 0.45) = **69 PUs**
Parking lot landscaping:	2 PUs per uncovered space x 21 spaces = **42 PUs**
Open Space:	1 PU/500-sf. of lot area (32,544-sf.) = **65 PUs**
Total:	**262 PUs**

Section 407.040, Site & Landscape Design, requires that developments utilizing "GB" (General Business) zoning install a 6-ft. tall solid privacy fence or an undulating 4-ft. to 6-ft. earth berm with landscaping on top when adjacent to "SF-7" (Single-Family) zoning. The applicant is requesting to waive that requirement since the "SF-7" zoned land is on the bank property and the zoning does not accurately reflect the current use since the bank property has two (2) different zoning designations.

The applicant is also requesting a reduction in the required buffers due to the size of the site and the proposed layout. The buffer on the west side of the site is required to be a minimum of 7-ft. in width and the applicant is proposing 5-ft. The buffer on the east is required to be at least 15-ft. wide and the applicant is proposing 4.5-ft. wide. The last reduction is in the southwest buffer adjacent to the "SF-7" zoning and the applicant is proposing 2.5-ft. wide which is standard when adjacent to "GB" zoning to help screen headlights. Staff is supportive of the requests because the site does not currently have any buffering and if the applicant were to meet all minimum buffering widths, the buildable area would drastically decrease.

Architectural Character: The proposed building is approximately 4,500-sf. and features a mix of metal panels and CMU blocks. The color palette consists of grays, red, and white and the design includes regulating lines along with curved lines to provide a retro-futuristic element. **All materials are required to comply with the Non-Residential Design Standards.**

Outdoor Lighting: Outdoor lighting will be reviewed with the PD Final Plan/Site Plan Design Review. All outdoor lighting must comply with the UDC requirements.

Signage: If the applicant wishes to install signs, an administrative sign permit must be obtained. If the proposed signs do not comply with the Sign Code, the applicant may request a Master / Alternative Sign Plan.

Review Criteria: *A Planned Development Concept Plan shall be reviewed according to the following criteria:*

1. The proposed PD District is compatible with present development in the area, and will not have a significant, adverse effect on the surrounding area.

   STAFF RESPONSE: The plan is compatible with present development in the area and is not expected to have a significant, adverse effect on the surrounding area. This

portion of 7 Highway consists of auto-dominant uses such as drive-thru restaurants and a drive-thru ATM just to the north.

2. The proposed PD District is consistent with the public health, safety and welfare, as well as efficiency and economy in the use of land and its resources.

   STAFF RESPONSE: The plan is consistent with the public health, safety, and welfare of the surrounding area. Staff believes the PD district is also consistent with the efficiency and economy in the use of the land. The land is currently vacant and was previously utilized as a used car dealership. Redevelopment of the site could promote investment in vacant property along 7 Highway.

3. The proposed PD District is consistent with the overall direction, intent and policies of the City's Comprehensive Plan.

   STAFF RESPONSE: The proposed PD district is consistent with the overall direction, intent and policies of the Comprehensive Plan.

4. The proposed PD District provides for a creative and innovative design which could not otherwise be achieved under the zoning regulations for the districts listed in Chapter 404.

   STAFF RESPONSE: The plan reflects a creative and innovative design that is not well accommodated by any base zoning districts which is why a PD is the most appropriate approval process for the development. The rezoning to PD allows the "Car Wash" land use without allowing all other uses that would be involved in the "RC" (Regional Commercial) or "LI" (Light Industrial) zoning districts.

5. The exceptions from the zoning regulations requested in the proposed PD are warranted by virtue of innovative design and amenities incorporated in the PD District.

   STAFF RESPONSE: Through the PD, modifications are requested to allow for the redevelopment of the existing site. Two of the modifications are related to the landscaping requirements of the site. If the landscaping requirements were to be met, the site would lose buildable area and become less desirable for a business to locate on. The other modifications are in relation to the building type standards. The design of the car wash does not allow for transparency and the canopy requested will not comply with the side setback due to the proposed design of the site.

   Staff believes the requested modifications have been offset by enhancements including landscaping that is not currently on the site and a use/business type that is not heavily seen in the City. The City has three (3) automatic tunnel car washes which is not substantial considering the size of the City.

6. The PD District reflects generally accepted and sound planning and urban design principles with respect to applying the Comprehensive Plan and any specific plans to the area.

   STAFF RESPONSE: The plan reflects generally accepted and sound planning and urban design principles, specifically those outlined in the Comprehensive Plan as noted under previous review criteria.

7. The request for a PD District meets all of the review criteria for a Zoning Map amendment.

STAFF RESPONSE: The PD Concept Plan meets the minimum review criteria for a rezoning as noted in the staff report.

Review Criteria: *A Preliminary Plat shall be reviewed based on the following criteria:*

1. The application is in accordance with the Comprehensive Plan and any official plan or program developed under the guidance of the Comprehensive Plan. In particular, the physical patterns, arrangement of streets, blocks, lots and open spaces, and public realm investments reflect the principles and concepts of the plan.

   STAFF RESPONSE: The preliminary plat application is in accordance with the Comprehensive Plan in terms of physical patterns, open spaces, and public realm investments.

2. Compliance with the requirements of this Development Code. In particular, the blocks and lots proposed are capable of meeting all development and site design standards under the existing or proposed zoning.

   STAFF RESPONSE: The proposed preliminary plat is in compliance with the requirements of this Development Code.

3. Any phasing proposed in the application is clearly indicated and demonstrates a logical and coordinated approach to development, including coordination with existing and potential development on adjacent property.

   STAFF RESPONSE: The site is propose to develop in one (1) phase. All adjacent properties are developed; therefore, the coordination with potential development is not applicable.

4. Any impacts identified by specific studies or technical reports, including a preliminary review of storm water, are mitigated with generally accepted and sound planning, engineering, and urban design solutions, that reflect long-term solutions and sound fiscal investments.

   STAFF RESPONSE: A traffic impact study is pending and will need to be completed to determine the impact to the surrounding traffic network. The stormwater and water quality will be mitigated with the existing drainage system. The overall site layout appears to incorporate sound planning, engineering, and urban design solutions.

5. The application does not deter any existing or future development on adjacent property from meeting the goals and policies of the Comprehensive Plan.

   STAFF RESPONSE: The application does not deter any existing or future development or goals and policies of the Comprehensive Plan. The application has the potential to do the opposite and increase the interest in redevelopment of vacant properties along 7 Highway.

6. The design does not impede the construction of future public infrastructure within the area.

   STAFF RESPONSE: The design will not impede the construction of future public infrastructure within the area.

7. The recommendations of professional staff.

   STAFF RESPONSE: Staff recommends approval of the Preliminary Plat with conditions.

Approval of the preliminary plat shall constitute acceptance of the overall planning concepts for the subdivision and is a prerequisite for the filing of a final plat. After approval of the preliminary plat the applicant may proceed with the construction plans and submit the proposed final plat for review and approval.

Approval of a Concept Plan shall constitute acceptance of the overall planning concepts and development parameters. An approved Concept Plan shall lapse and be of no further force and effect if a Final Plan (or a Final Plan for a designated phase of the Concept Plan) has not been approved within two (2) years of the date of approval of the Concept Plan.

Staff Recommendation:

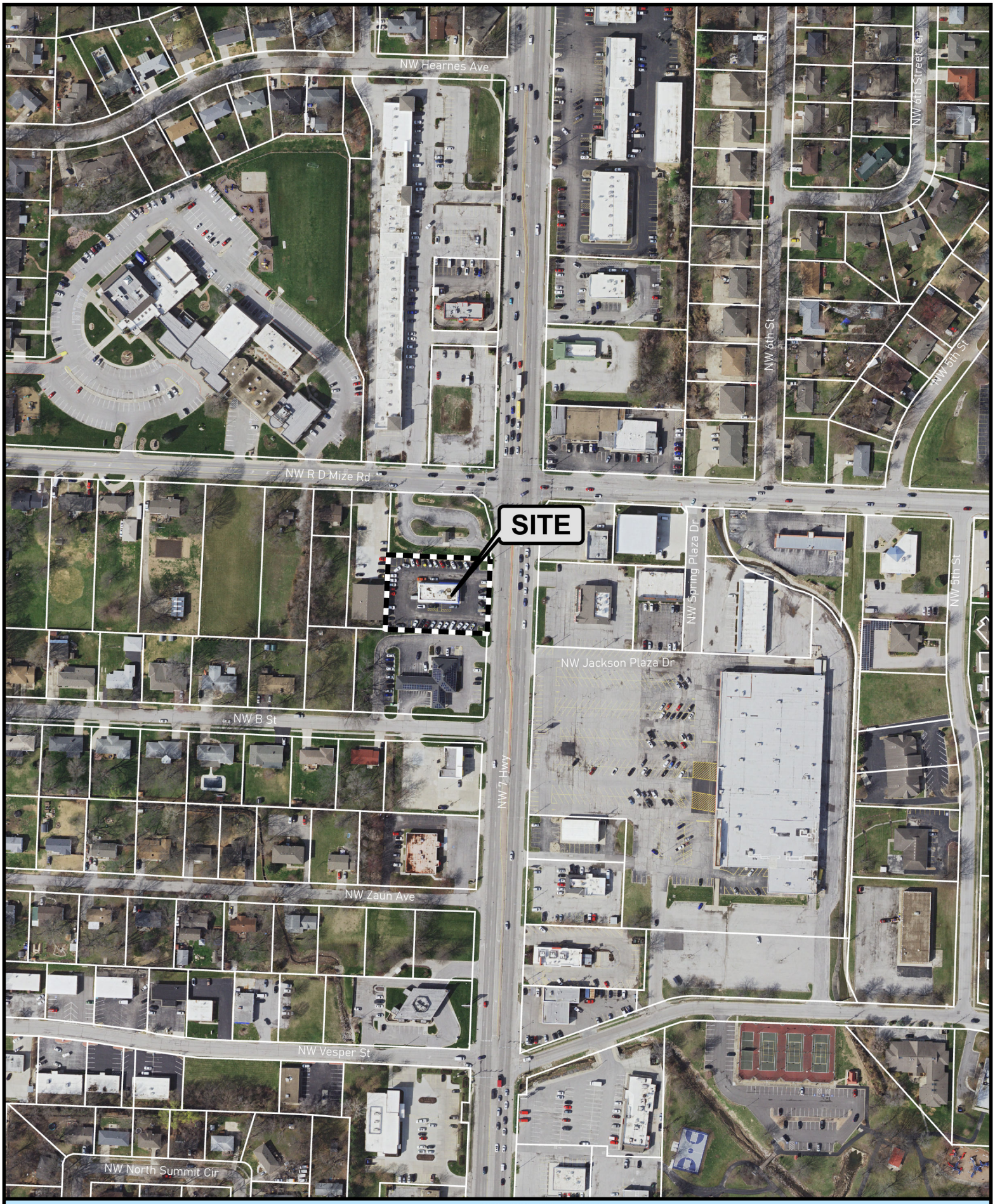
Staff recommends approval of the Rezoning application.

Staff recommends approval of the Planned Development Concept Plan application with the following conditions:

1. Approval based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC, unless modified by the Planned Development.
   a. Reduce the side setback on the north from the required 10-ft. to 3-ft.
   b. Waive the transparency requirement for a Pad Site building.
   c. Waive the requirement for a primary entrance for a Pad Site building.
   d. Decrease the required buffers on the West, Southwest, and East sides of the site.
   e. Eliminate the requirement for a 6-ft. tall solid privacy fence adjacent to the "SF-7" zoning along the southwest portion of the site.
2. The PD Standards shall permit all land uses allowed in the "GB" (General Business) zoning district at the time of development with the addition of the Car Wash land use.
3. Any proposed improvements and impacts on MO 7 identified in the Traffic Impact Study must be reviewed and approved by MoDOT.

Staff recommends approval of the Preliminary Plat application with the following conditions:

1. Approval by the Planning Commission based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC.
2. Approval of the Preliminary Plat is rescinded if the Rezoning (RZ-03-24-9093) and PD Concept Plan (PDC-03-24-9095) are denied by the City Council.
3. Prior to Final Plat approval, the following must occur:
   a. A PD Final Plan/Site Plan Design Review must be approved.
   b. All right-of-way and easements must be shown as required by Public Works.
4. Prior to Building Permit Issuance, the Final Plat must be recorded at Jackson County.
5. Prior to occupancy, the following must occur:
   a. All required landscaping and buffers shall be installed or financially guaranteed.
   b. All public improvements, unless stated otherwise, shall be completed.

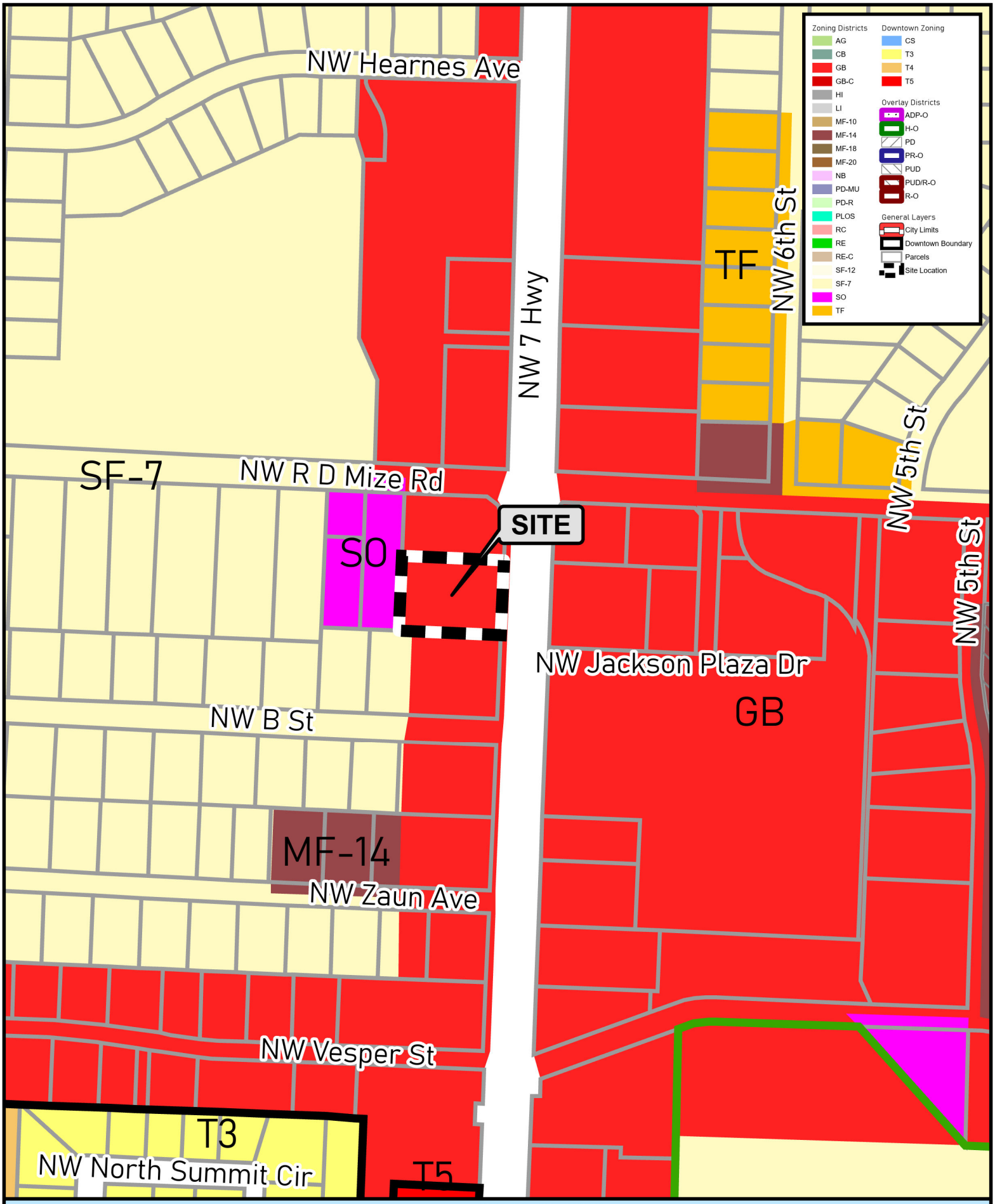


The City of Blue Springs Missouri

RZ-03-24-9093
PP-03-24-9094
PDC-03-24-9095
PARCEL # 36-920-02-23-00-0-00-000
AERIAL LOCATION MAP

N

1 inch = 250 feet
Date: 4/1/2024



The City of Blue Springs Missouri

RZ-03-24-9093
PP-03-24-9094
PDC-03-24-9095
PARCEL # 36-920-02-23-00-0-00-000
SITE LOCATION MAP

N

1 inch = 250 feet

Date: 4/1/2024

Blue Spring Tommy's Car Wash

Planning Application for

Frontier Investments

Revised per staff comments date April 26, 2024



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Written Narrative for

4 Rezoning and 8 PD
Development Plan

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Written 04 Rezoning and 08 PD Concept Plan Narrative

We are applying to redevelop 509 Highway 7, Blue Springs, MO to accommodate a state-of-the-art tunnel car wash. After a few meetings with staff, it was mutually agreed upon the best plan of action would be to apply for a Planned District which creates a long-term win-win scenario. This protects the City from any future uses, by right, on the site by narrowing the uses the site can become without the City having an opportunity to weigh in on that future use.

The Tommy Car Wash is an innovatively designed wash that flips the traditional image of a dark and dingy car wash into an efficient, safe, fast, and exciting entertainment experience that will cycle a vehicle through the wash in approximately two minutes. Many progressive cities across the metro and the nation are realizing great benefits of having this style of wash in their communities. Our car wash meets the community/markets demand for a quality, quick and green wash option for our single family, apartment, and business neighbors.

Our site design uniquely fits the shape of the lot and meets the need for full-access wash models that are demanded by consumers. The internal circulation is logical and safe for customers. We have two automated pay lanes with camera recognition that will allow our customer members to proceed through the gates without rolling down their window. This system will quickly handle the payment process and coupled with patented belt conveyor system ("self-loading") and no manual prepping of the vehicles; our customers will quickly transition from payment through the wash and back out on the street. The current vehicle stacking number is 18 cars before the gate, 6 after the gate, and 5 to 6 in the wash at a time. This a total of 30 vehicles at any one time before a car is on the street.

Consistent with Neighboring Uses:

This cutting edge, tunnel wash integrates with the neighboring uses that are automotive related, without cannibalizing other sales, as well as served by two major arterial streets that is heavily traveled 7 days per week:

- Commerce Bank
- Convenience Stores (Hy-Vee, Price Chopper, Quicktrip)
- Central Bank
- Subway
- Big Biscuit
- Hobby Lobby
- Office Depot

Tommy's culture is one of deep community involvement. We look at each location as its own entity belonging to its specific community it becomes a part of. We quickly establish an outreach and community engagement program with local stakeholders to become integrated to the local neighborhood. Our plan typically targets.

- Local school system (BSSD in this instance)
- Chamber of Commerce
- Nonprofits
- Youth Athletics

Building and Site Design

We are continuously innovating components of the operations and have a long years of operational experience in Kansas City as well as over forty years of operational experience from the franchise. This experience also consists of the review of approximately 250 projects and two years of supplier selection meetings generated the architectural and site design. Tommy Equipment's corporate office worked with three architectural firms and various public surveys to develop the design of our building including its four-sided architecture. The East tower of the building is tall because it houses the

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management office, computer equipment and equipment/supply storage. This design feature is very important to the long term success of the business. The building is also very energy efficient utilizing an energy saving acrylic roof system and a water bio-reclamation system that is able to clean and reuse water. Any water that is discharged into the sanitary sewer system will also be thoroughly cleaned before it is discharged.

The vacuum area is a critical customer driven feature that is designed as an open space with natural light, and the feeling of security that an uncovered area provides. Our key demographic are parents with their kids that want to be out in the open with hoses on both sides of the vehicle.

We can meet any city planned development timeline outlined on the meeting and deadline schedule with a construction schedule of 7 months. The process is efficient and has minimal impact on surrounding entities.

Planned Development Standards and Deviation Requests

The Planned Development (PD) site shall conform to the General Business (GB) zoning district and Pad Site Building regulations unless otherwise stated herein.

Any standards not specified herein will revert to the General Business Zoning regulations set forth by the Blue Springs Unified Development Code in place at the time of development.

Section 404.140.B – General Business District Uses
Deviation: All land uses allowed in the General Business zoning district at the time of development will be allowed on the site with the addition of the Car
Wash land use.

Section 405.030 – Pad Site Building Side Setback
Deviation: Side setback of 3’ shall be allowed along north property line.

Section 407.040.C – Landscape Requirements
Deviation: There shall be no minimum percentage of plant units from shade and ornamental trees. Shrubs and evergreen/ornamental groundcovers shall be allowed to count for all plant unit requirements in all buffers.

Deviation: North landscape buffer shall be minimum of 2.5 feet wide and shall require 30 plant units per 100 feet.

Deviation: East landscape buffer shall be minimum of 4.5 feet wide and shall require 30 plant units per 100 feet.

Deviation: South landscape buffer shall be minimum of 2.5 feet wide and shall require 30 plant units per 100 feet.

Deviation: West landscape buffer shall be minimum of 5 feet wide and shall require 30 plant units per 100 feet.

Section 407.040.D.e – Berms and Fencing
Deviation: No fence or berm shall be required along south property line abutting SF-7 zoning because the SF-7 zoning is on a developed commercial lot.

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Drawings and Concept Plans

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05/01/2024 3:53:02 PM

PD CONCEPT PLAN, PRELIMINARY PLAT, & REZONING PLAN

FOR

TOMMY'S EXPRESS CAR WASH

509 NW MISSOURI HIGHWAY NO. 7
BLUE SPRINGS, JACKSON COUNTY, MISSOURI 64015
NW $\frac{1}{4}$, SECTION S31, TOWNSHIP 49N, RANGE 30W

LEGAL DESCRIPTION

LOTS 1 AND 2 AND THE SOUTH 9.25 FEET OF LOT 3, MCCOY'S BLUE SPRINGS ADDITION, A SUBDIVISION IN BLUE SPRINGS, JACKSON COUNTY, MISSOURI; ACCORDING TO THE RECORDED PLAT THEREOF.

GENERAL NOTES

1. CONTRACTOR IS RESPONSIBLE FOR ALL PERMITS, BONDS, AND INSURANCE REQUIRED BY THE CITY.
2. THE IMPROVEMENTS SHOWN ON THIS PLAN ARE PRIVATE IMPROVEMENTS. COORDINATE WITH CITY FOR REQUIRED PERMITS, BONDS AND INSURANCE.
3. THE UTILITY LOCATIONS SHOWN ON THESE PLANS ARE TAKEN FROM UTILITY COMPANY RECORDS AND ARE APPROXIMATE ONLY. THEY DO NOT CONSTITUTE ACTUAL FIELD LOCATIONS. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
4. THE DEVELOPER/OWNER SHALL CONTROL EROSION AND SILTATION DURING ALL PHASES OF CONSTRUCTION, AND SHALL KEEP THE STREETS CLEAN OF MUD AND DEBRIS.
5. ALL EXCESS MATERIAL SHALL BE REMOVED LEGALLY FROM SITE AND DISPOSED OF OFF SITE.
6. TRAFFIC CONTROL AND MAINTENANCE OF TRAFFIC DURING CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE PUBLIC WORKS DEPARTMENT AND MUTCD.

PROJECT TEAM

DEVELOPER
FRONTIER REAL ESTATE INVESTMENTS
800 E 101ST TERRACE, SUITE 103
KANSAS CITY, MO 64131
CONTACT: KASEY GRAHAM
TEL: (816) 251-4600
EMAIL: KASEYG@MEYER-COMPANIES.COM

OWNER
NORTH WEST 7 LLC
109 HALE LAKE RD
WARRENSBURG, MO 64093

CIVIL ENGINEER & LANDSCAPE ARCHITECT
KIMLEY-HORN & ASSOCIATES, INC.
805 PENNSYLVANIA AVENUE, SUITE 150
KANSAS CITY, MO 64105
PRIMARY CONTACT: ZACHARY MYERS, P.E.
TEL: (913) 269-4633
EMAIL: ZACH.MYERS@KIMLEY-HORN.COM
SECONDARY CONTACT: DALTON SIGNER, P.E.
TEL: (816) 782-8391
EMAIL: DALTON.SIGNER@KIMLEY-HORN.COM

ARCHITECT
FINKLE WILLIAMS ARCHITECTURE
8787 RENNER BLVD, SUITE 100
LENEXA, KS 66219
PRIMARY CONTACT: HOLLY BERGMAN, RA, NCARB
TEL: (913) 498-1550
EMAIL: HBERGMAN@FINKLEWILLIAMS.COM

UTILITY & GOVERNING AGENCY CONTACTS

SANITARY & WATER
CITY OF BLUE SPRINGS
PUBLIC WORKS OPERATIONS DIVISION
500 SE SUNNYSIDE SCHOOL ROAD
BLUE SPRINGS, MO 64014
TEL: (816) 228-0195

STORMWATER
CITY OF BLUE SPRINGS
PUBLIC WORKS OPERATIONS DIVISION
500 SE SUNNYSIDE SCHOOL ROAD
BLUE SPRINGS, MO 64014
TEL: (816) 228-0195

ELECTRIC SERVICE
EVERGY
1105 SE US-40
BLUE SPRINGS, MO 64014
TEL: (888) 471-5275

INTERNET SERVICE
AT&T
715 NE CORONADO DR
BLUE SPRINGS, MO 64014
TEL: (816) 224-1032

PLANNING DEPARTMENT
CITY OF BLUE SPRINGS
PLANNING DIVISION
903 W MAIN ST
BLUE SPRINGS, MO 64015
TEL: (816) 228-0207

NATURAL GAS SERVICE
SPIRE
1117 S PLEASANT ST
INDEPENDENCE, MO 64050
TEL: (800) 582-1234

811 Know what's **below.** **Call** before you dig.

WATERSHED: SNI-A-BAR CREEK

TOTAL AREA: 0.72 AC

LOCATION MAP

(NOT TO SCALE)



SHEET INDEX	
SHEET NUMBER	SHEET TITLE
C1	COVER SHEET
C2	EXISTING CONDITIONS PLAN
C3	PD CONCEPT PLAN
C4	PRELIMINARY PLAT
C5	REZONING PLAN
C6	GRADING-DRAINAGE PLAN & IMPERVIOUS AREA PLAN
C7	LANDSCAPE PLAN

VICINITY MAP

SECTIONS 30 & 31, T49N, R30W
SCALE: 1" = 2000'

No.	REVISIONS	DATE	BY
1	REVISIONS PER CITY COMMENTS	2024-04-19	DS
2	REVISIONS PER CITY COMMENTS	2024-05-01	DS

Kimley»Horn
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805 PENNSYLVANIA AVE, SUITE 150
KANSAS CITY, MO 64105
PHONE: 816-561-5553
WWW.KIMLEY-HORN.COM

SCALE: AS NOTED
DESIGNED BY: JDB
DRAWN BY: JDB
CHECKED BY: DRS

PRELIMINARY NOT FOR CONSTRUCTION

FRONTIER INVESTMENTS
800 E 101ST TERRACE
SUITE 120, KANSAS CITY
MO 64131

COVER SHEET

TOMMY'S EXPRESS CAR WASH
509 MO-7 HIGHWAY
BLUE SPRINGS, MISSOURI 64015

ORIGINAL ISSUE: 03/28/2024

KHA PROJECT NO. 268560001

SHEET NUMBER

C1

Received
05/01/2024 3:53:02 PM

Drawing name: K:\KNC_LDEV\268560001 Tommy's Highway 7 (Blue Springs)\2 Design\CAD\PlanSheets\C1 COVER SHEET.dwg C1 COVER SHEET May 01, 2024 2:18pm by Dalton Signer
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PARCEL NO.: 36-430-10-28-01-0-00-000
ADDRESS: 801 NW R D MIZE RD
AREA: ±8.84 AC
ZONING: SF-7
LAND USE: CHURCH
OWNER: CATHOLIC DIOCESE OF KC & ST

PARCEL NO.: 36-430-10-37-00-0-00-000
ADDRESS: 701 NW 7 HWY
AREA: ±4.16 AC
ZONING: GB
LAND USE: NOT LISTED
OWNER: BERZERKER LLC

PARCEL NO.: 36-430-10-26-00-0-00-000
ADDRESS: 701 NW 7 HWY
AREA: ±0.76 AC
ZONING: GB
LAND USE: UNIMP. COMM LAND
OWNER: COPPERLEAF VILLAGE LLC

PARCEL NO.: 36-430-12-34-00-0-00-000
ADDRESS: 604 NW 7 HWY
AREA: ±0.90 AC
ZONING: GB
LAND USE: NOT LISTED
OWNER: LEGACY MIDWEST INVESTMENTS LLC

200-FT PROPERTY OFFSET

NW R D MIZE ROAD

PARCEL NO.: 36-920-02-03-01-0-00-000
ADDRESS: 712 NW R D MIZE RD
AREA: ±0.17 AC
ZONING: SO
LAND USE: OFF BLDG. <15000 SF
OWNER: JOHN S. HAUSER

PARCEL NO.: 36-920-02-25-00-0-00-000
ADDRESS: 607 NW 7 HWY
AREA: ±0.60 AC
ZONING: GB
LAND USE: MISC. SERVICE
OWNER: BANK JACOMO

PARCEL NO.: 36-920-01-29-01-0-00-000
ADDRESS: 600 NW 7 HWY
AREA: ±0.43 AC
ZONING: GB
LAND USE: RETAIL STORE
OWNER: ROTTINGHAUS REAL ESTATE LLC

PARCEL NO.: 36-920-02-04-00-0-00-000
ADDRESS: 716 NW R D MIZE RD
AREA: ±0.71 AC
ZONING: SF-7
LAND USE: SF RESIDENCE
OWNER: HUFF ENTERPRISES LLC

PARCEL NO.: 36-920-02-02-00-0-00-000
ADDRESS: 708 NW R D MIZE RD
AREA: ±0.52 AC
ZONING: SO
LAND USE: OFF BLDG. <15000 SF
OWNER: MIZE PROPERTIES LLC

PROPERTY LINE

PARCEL NO.: 36-920-02-23-00-0-00-000
ADDRESS: 509 NW 7 HWY
AREA: ±0.72 AC
ZONING: GB
LAND USE: USED CAR LOT
OWNER: NORTH WEST 7 LLC

LOT 1
LOT 2
LOT 3
LOT 5
EXISTING BUILDING
ASPHALT PAVEMENT
CONC.
CONC. WALL
CANOPY
LANDSCAPE AREA
930
931
932
926
927
928
929

PROPERTY LINE

PROPERTY LINE

MISSOURI HIGHWAY NO. 7
PUBLIC RIGHT-OF-WAY
DOC. #2008E0001

MO HWY 7

200-FT PROPERTY OFFSET

PARCEL NO.: 36-920-01-29-02-7-00-000
ADDRESS: 530 NW 7 HWY
AREA: ±0.80 AC
ZONING: GB
LAND USE: RESTAURANT
OWNER: 27B PROPERTIES LLC

200-FT PROPERTY OFFSET

PARCEL NO.: 36-920-02-18-00-0-00-000
ADDRESS: 805 NW B ST
AREA: ±0.38 AC
ZONING: SF-7
LAND USE: SF RESIDENCE
OWNER: CHERCHEE YANG & KAYING LOR

PARCEL NO.: 36-920-02-19-00-0-00-000
ADDRESS: 705 NW B ST
AREA: ±0.39 AC
ZONING: SF-7
LAND USE: OUTBUILDING
OWNER: CONNER MCAHAN & JENNA BORRON

PARCEL NO.: 36-920-02-20-00-0-00-000
ADDRESS: 503 NW 7 HWY
AREA: ±1.10 AC
ZONING: GB
LAND USE: BANK
OWNER: COMMERCE BANK OF KANSAS CITY

PARCEL NO.: 36-920-02-32-00-0-00-000
ADDRESS: 450 AND 500 NW 7 HWY
AREA: ±7.79 AC
ZONING: GB
LAND USE: MISC. SERVICE
OWNER: BLUE SPRINGS FIRST LLC

NW B STREET

200-FT PROPERTY OFFSET

*NOTE: PARCEL LINES ARE FROM JACKSON COUNTY, MISSOURI GIS DATABASE AND ARE NOT SURVEYED. SOME SPACIAL DISCREPANCY MAY BE PRESENT.

NORTH

GRAPHIC SCALE IN FEET
0 15' 30' 60'

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SCALE: AS NOTED
DESIGNED BY: JDB
DRAWN BY: JDB
CHECKED BY: DRS

PRELIMINARY NOT FOR CONSTRUCTION

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800 E 101ST TERRACE
SUITE 120, KANSAS CITY
MO 64131

EXISTING CONDITIONS PLAN

TOMMY'S EXPRESS CAR WASH
509 MO-7 HIGHWAY
BLUE SPRINGS, MISSOURI 64015

ORIGINAL ISSUE: 03/28/2024
KHA PROJECT NO. 268560001
SHEET NUMBER C2

Received
05/01/2024 3:53:02 PM

Drawing name: K:\KNC_LDEV\268560001 Tommy's Highway 7 (Blue Springs)\2 Design\CAD\PlanSheets\C2 EXISTING CONDITIONS PLAN.dwg EXISTING CONDITIONS PLAN May 01, 2024 3:18pm by Dalton Signer
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LEGEND

- PROPOSED CONCRETE PAVEMENT
- PROPOSED SIDEWALK
- PROPOSED BUILDING OUTLINE
- PROPOSED BUILDING OVERHANG
- PROPERTY LINE
- BUILDING LINE
- 2FT CURB & GUTTER

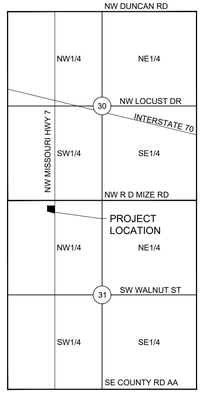
PD CONCEPT PLAN SUMMARY TABLE			
	ZONING		
A	EXISTING	GB (GENERAL BUSINESS)	
	PROPOSED	PD-C (PLANNED DEVELOPMENT - COMMERCIAL)	
B	**LAND AREA SUMMARY**		
	EXISTING & PROPOSED	0.72	ACRES
	LAND USE		
C	EXISTING	VACANT	
	PROPOSED	TUNNEL CAR WASH	
	IMPERVIOUS AREA		
D	EXISTING	0.67	93.1%
	PROPOSED	0.58	81.3%
	BUILDING INFORMATION		
E	GROSS FLOOR AREA (SF)		+/- 4,575
	BUILDING COVERAGE		15%
	PARKING COUNT		
	STALLS REQUIRED		N/A FOR CAR WASH USE
F	VACUUM STALLS PROVIDED		14
	STANDARD STALLS PROVIDED		6
	ADA STALLS REQUIRED		1
	ADA STALLS PROVIDED		1
	BUILDING STANDARDS SUMMARY		
	FRONT SETBACK		10 FT
	SIDE SETBACK (SOUTH)		10 FT
G	SIDE SETBACK (NORTH)		3 FT
	REAR SETBACK		20 FT
	MAX BUILDING COVERAGE		65% MAX
	MAX BUILDING HEIGHT		60' MAX

PD CONCEPT PLAN KEY NOTES

01 PROPOSED TUNNEL CAR WASH BUILDING
02 PROPOSED DUMPSTER ENCLOSURE
03 PROPOSED CONCRETE PAVEMENT (TYP.)
04 PROPOSED RAISED CONCRETE ISLAND (TYP.)
05 PROPOSED CONCRETE BAILOUT LANE
06 PROPOSED CONCRETE CURB & GUTTER (TYP.)
07 PROPOSED CONCRETE SIDEWALK
08 PROPOSED VACUUM (TYP.)
09 PROPOSED EQUIPMENT PAD
10 PROPOSED ATTACHED CANOPY

S1 PROPOSED SANITARY SERVICE LINE TO CONNECT TO EXISTING SERVICE LINE
S2 PROPOSED SAND/OIL INTERCEPTOR

W1 PROPOSED WATER SERVICE LINE
W2 PROPOSED WATER RECLAMATION TANKS
W3 PROPOSED WATER METER



VICINITY MAP
SECTIONS 30 & 31, T49N, R30W
SCALE: 1" = 2000'

PD CONCEPT PLAN GENERAL NOTES

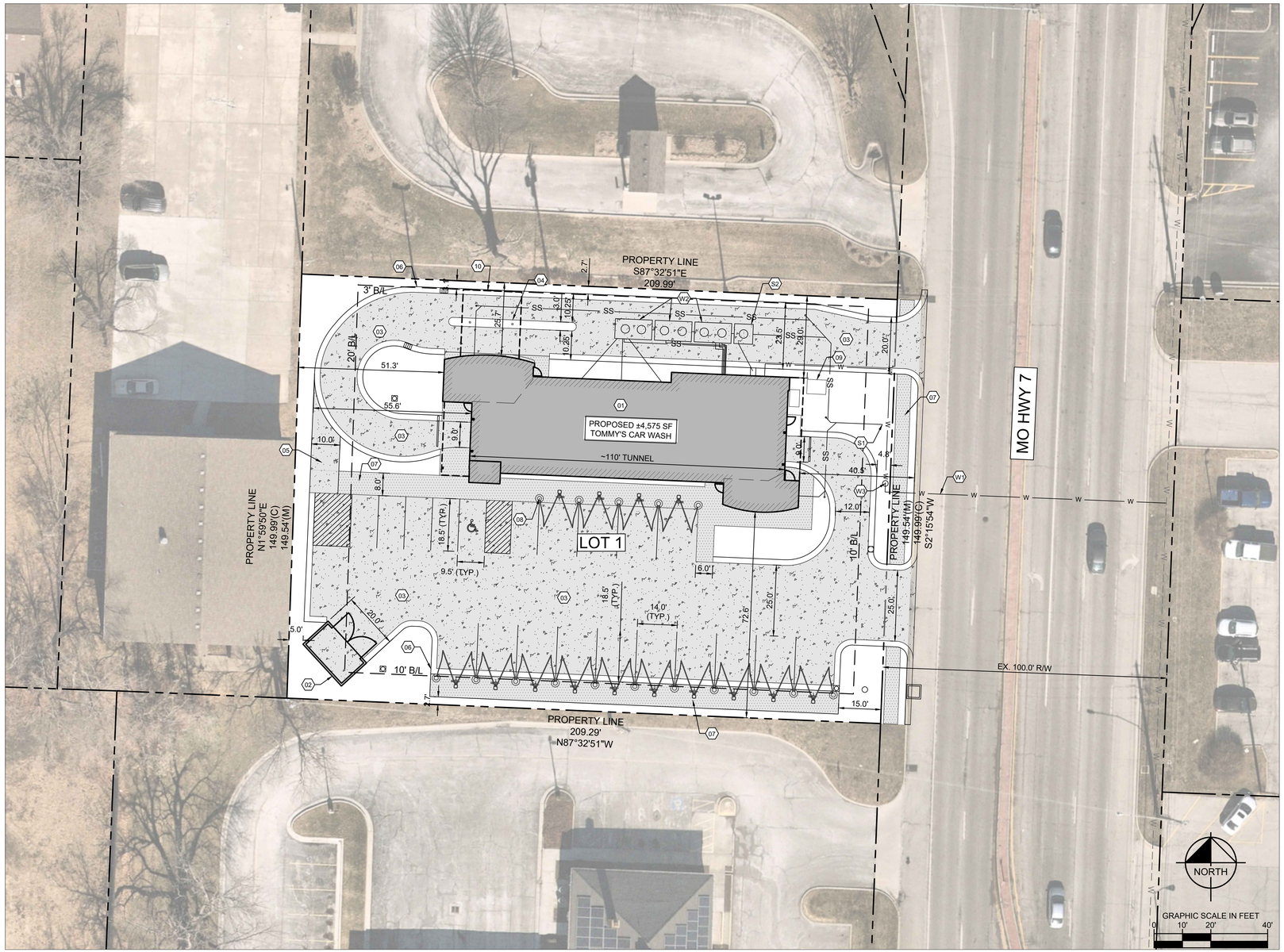
1. BUILDING DIMENSIONS ARE TO THE OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
2. B/L REFERS TO THE BUILDING SETBACK LINE.
3. ALL PROPOSED ON-SITE STRIPING SHALL BE PAINTED UNLESS OTHERWISE NOTED.
4. TRASH ENCLOSURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF BLUE SPRINGS UNIFIED DEVELOPMENT ORDINANCE PLANNED DEVELOPMENT CODE.

SURVEY NOTE

1. THE BEARING SHOWN HEREON ARE BASED ON STATE PLAN COORDINATE SYSTEM, MISSOURI WEST ZONE NAD83.

LEGAL DESCRIPTION

LOTS 1 AND 2 AND THE SOUTH 9.25 FEET OF LOT 3, MCCOY'S BLUE SPRINGS ADDITION, A SUBDIVISION IN BLUE SPRINGS, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.



No.	REVISIONS	DATE	BY
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WWW.KIMLEY-HORN.COM

SCALE: AS NOTED
DESIGNED BY: JDB
DRAWN BY: JDB
CHECKED BY: DRS

PRELIMINARY NOT FOR CONSTRUCTION

FRONTIER INVESTMENTS
800 E 101ST TERRACE
SUITE 120, KANSAS CITY
MO 64131

PD CONCEPT PLAN

TOMMY'S EXPRESS CAR WASH
509 MO-7 HIGHWAY
BLUE SPRINGS, MISSOURI 64015

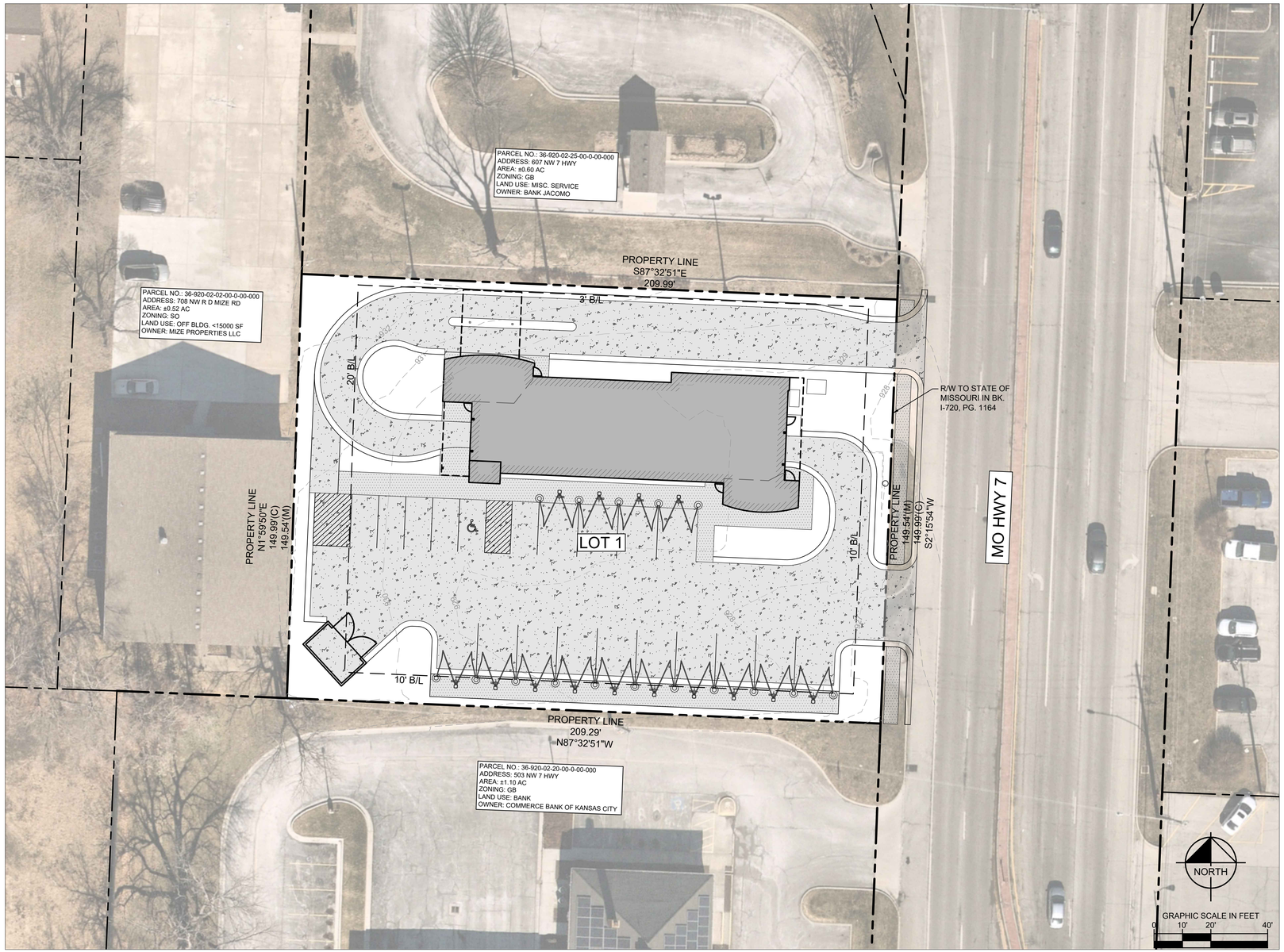
ORIGINAL ISSUE: 03/28/2024
KHA PROJECT NO. 268560001
SHEET NUMBER
C3

Received
05/01/2024 3:53:02 PM

Drawing name: K:\KNC_LUEV\268560001 Tommy's Highway 7 (Blue Springs)\3 Design\CAD\PlanSheets\C3 PD CONCEPT PLAN.dwg PD CONCEPT PLAN May 01, 2024 2:18pm by Dalton.Signer
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PRELIMINARY PLAT
FOR
TOMMY'S BLUE SPRINGS

NW $\frac{1}{4}$, SECTION S31, TOWNSHIP 49N, RANGE 30W
BLUE SPRINGS, JACKSON COUNTY, MISSOURI 64015



LEGEND

- PROPOSED CONCRETE PAVEMENT
- PROPOSED SIDEWALK
- PROPOSED BUILDING OUTLINE
- PROPOSED BUILDING OVERHANG
- PROPERTY LINE
- BUILDING LINE
- 2FT CURB & GUTTER

PRELIMINARY PLAT SUMMARY TABLE			
A	**ZONING**		
	EXISTING	GB (GENERAL BUSINESS)	
	PROPOSED	PD-C (PLANNED DEVELOPMENT - COMMERCIAL)	
B	**LAND AREA SUMMARY**		
	EXISTING & PROPOSED	0.72	ACRES
C	**LAND USE**		
	EXISTING	VACANT	
	PROPOSED	TUNNEL CAR WASH	
D	**IMPERVIOUS AREA**		
	EXISTING	0.67	93.1%
	PROPOSED	0.58	81.3%
E	**BUILDING INFORMATION**		
	GROSS FLOOR AREA (SF)		+/- 4,575
	BUILDING COVERAGE		15%
F	**PARKING COUNT**		
	STALLS REQUIRED		N/A FOR CAR WASH USE
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	STANDARD STALLS PROVIDED		6
	ADA STALLS REQUIRED		1
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	MAX BUILDING COVERAGE		65% MAX
	MAX BUILDING HEIGHT		60' MAX

SURVEY NOTE

1. THE BEARING SHOWN HEREON ARE BASED ON STATE PLAN COORDINATE SYSTEM, MISSOURI WEST ZONE NAD83.

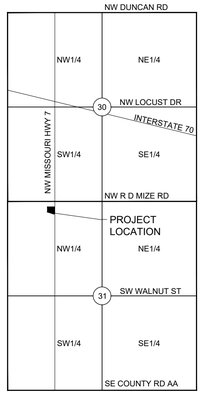
LEGAL DESCRIPTION

LOTS 1 AND 2 AND THE SOUTH 9.25 FEET OF LOT 3, MCCOY'S BLUE SPRINGS ADDITION, A SUBDIVISION IN BLUE SPRINGS, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

TITLE NOTES (SCHEDULE B EXCEPTIONS)

8. EASEMENT GRANTED TO MO PUBLIC SERVICE CO., SET FORTH IN THE INSTRUMENT RECORDED AS DOCUMENT NO. 372763 IN BOOK 617 AT PAGE 441. [BLANKET EASEMENT ALONG THE PROPERTY WEST OF HWY 7].

10. EASEMENT GRANTED TO STATE OF MISSOURI, ACTING BY AND THROUGH THE STATE HIGHWAY COMMISSION OF MISSOURI, SET FORTH IN THE INSTRUMENT RECORDED AS DOCUMENT NO. I-267153 IN BOOK I-720 AT PAGE 1164. [IS NOT AN EASEMENT. IT IS A FEE SIMPLE DEED FOR R/W FOR MISSOURI HWY 7, AS SHOWN].



VICINITY MAP
SECTIONS 30 & 31, T49N, R30W
SCALE: 1" = 2000'

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SCALE: AS NOTED
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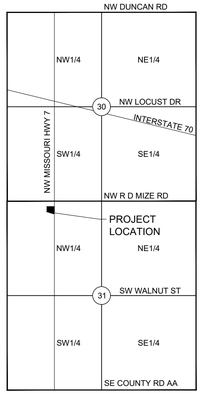
PRELIMINARY PLAT

TOMMY'S EXPRESS CAR WASH
509 MO-7 HIGHWAY
BLUE SPRINGS, MISSOURI 64015

ORIGINAL ISSUE: 03/28/2024
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SHEET NUMBER
C4

Received
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Drawing name: K:\KNC_LDEV\268560001 Tommy's Highway 7 (Blue Springs)\2 Design\CAD\PlanSheets\C4 PRELIMINARY PLAT.dwg PRELIMINARY PLAT May 01, 2024 2:18pm by Dalton Signer
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SCALE: 1" = 2000'

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ZONING

EXISTING: GB (GENERAL BUSINESS)

PROPOSED: PD-C (PLANNED DEVELOPMENT - COMMERCIAL)

LEGEND

- GB (GENERAL BUSINESS)
- SF-7 (SINGLE FAMILY
- SO (SERVICE/ OFFICE)

*NOTE: PARCEL LINES ARE FROM JACKSON COUNTY, MISSOURI GIS DATABASE AND ARE NOT SURVEYED. SOME SPACIAL DISCREPANCY MAY BE PRESENT.

PARCEL NO.: 36-430-10-28-01-0-00-000
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AREA: ±4.16 AC
ZONING: GB
LAND USE: NOT LISTED
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ADDRESS: 701 NW 7 HWY
AREA: ±0.76 AC
ZONING: GB
LAND USE: UNIMP. COMM LAND
OWNER: COPPERLEAF VILLAGE LLC

PARCEL NO.: 36-430-12-34-00-0-00-000
ADDRESS: 604 NW 7 HWY
AREA: ±0.90 AC
ZONING: GB
LAND USE: NOT LISTED
OWNER: LEGACY MIDWEST INVESTMENTS LLC

200-FT PROPERTY OFFSET

NW R D MIZE ROAD

PARCEL NO.: 36-920-02-03-01-0-00-000
ADDRESS: 712 NW R D MIZE RD
AREA: ±0.17 AC
ZONING: SO
LAND USE: OFF BLDG. <15000 SF
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LAND USE: MISC. SERVICE
OWNER: BANK JACOMO

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LAND USE: SF RESIDENCE
OWNER: HUFF ENTERPRISES LLC

PARCEL NO.: 36-920-02-02-00-0-00-000
ADDRESS: 708 NW R D MIZE RD
AREA: ±0.52 AC
ZONING: SO
LAND USE: OFF BLDG. <15000 SF
OWNER: MIZE PROPERTIES LLC

PARCEL NO.: 36-920-02-03-02-0-00-000
ADDRESS: NO ADDRESS
AREA: ±0.34 AC
ZONING: SO
LAND USE: UNIMP. COMM. LAND
OWNER: SETH W. BENNETT

PROPERTY TO BE REZONED
PARCEL NO.: 36-920-02-23-00-0-00-000
ADDRESS: 509 NW 7 HWY
AREA: ±0.72 AC
LAND USE: VACANT
OWNER: NORTH WEST 7 LLC

ZONING
EXISTING: GB (GENERAL BUSINESS)
PROPOSED: PD-C (PLANNED DEVELOPMENT - COMMERCIAL)

EXISTING BUILDING

LOT 3
LOT 5
LOT 1
ASPHALT PAVEMENT

MO HWY 7
MISSOURI HIGHWAY NO. 7
PUBLIC RIGHT-OF-WAY
CONC PAVED

PARCEL NO.: 36-920-01-29-01-0-00-000
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ADDRESS: 503 NW 7 HWY
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LAND USE: BANK
OWNER: COMMERCE BANK OF KANSAS CITY

NW B STREET

200-FT PROPERTY OFFSET

NORTH

GRAPHIC SCALE IN FEET
0 15' 30' 60'

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SUITE 120, KANSAS CITY
MO 64131

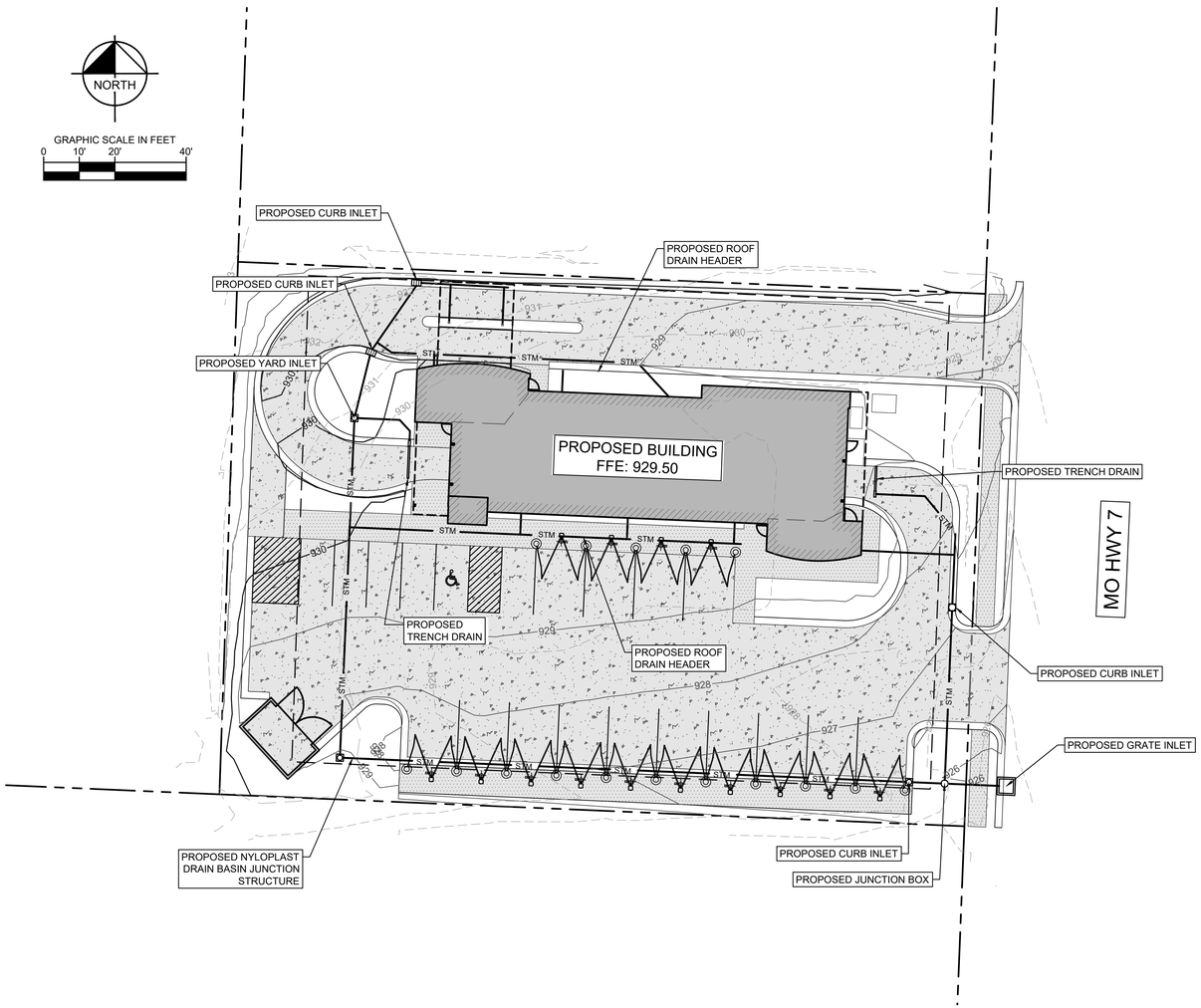
REZONING PLAN

TOMMY'S EXPRESS CAR WASH
509 MO-7 HIGHWAY
BLUE SPRINGS, MISSOURI 64015

ORIGINAL ISSUE: 03/28/2024
KHA PROJECT NO. 268560001
SHEET NUMBER
C5

Received
05/01/2024 3:53:03 PM

Drawing name: K:\KNC_LDEV\268560001 Tommy's Highway 7 (Blue Springs)\2 Design\CAD\PlanSheets\C5 REZONING PLAN.dwg REZONING PLAN May 01, 2024 2:18pm by Dalton.Signer
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



GRADING GENERAL NOTES

1. ALL ELEVATIONS SHOWN ARE TO FINISHED GRADE.
2. ALL ACCESSIBLE PARKING STALLS, AISLES, AND SIDEWALK LANDING AREAS SHALL HAVE A CROSS SLOPE OF 1.5%, WITH CONSTRUCTION TOLERANCE FOR 1.0% MINIMUM, AND 2.0% MAXIMUM.
3. MATCH EXISTING ELEVATIONS AT THE PROPERTY LIMITS UNLESS OTHERWISE INDICATED.
4. ALL DISTURBED AREAS THAT ARE NOT TO BE PAVED (GREEN SPACES) SHALL BE FINISH GRADED WITH A MINIMUM OF SIX INCHES OF TOPSOIL.
5. ALL TOPSOIL, VEGETATION, ROOT STRUCTURES, AND DELETERIOUS MATERIALS SHALL BE STRIPPED FROM THE GROUND SURFACE PRIOR TO THE PLACEMENT OF EMBANKMENTS. CONTRACTOR SHALL OBTAIN THE ON-SITE GEOTECHNICAL REPRESENTATIVES ACCEPTANCE OF THE EXISTING GROUND SURFACE MATERIALS AND THE PROPOSED FILL MATERIAL PRIOR TOP THE PLACEMENT OF FILL.
6. ALL PEDESTRIAN SIDEWALKS AND PATHS SHALL MAINTAIN A 2.0% MAXIMUM CROSS SLOPE.

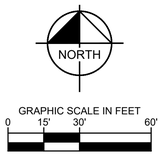
FEMA NOTE

BASED UPON GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES WITHIN FLOOD ZONE X, DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AND ZONE X (FUTURE BASE FLOOD), DEFINED AS AREA OF 1% ANNUAL CHANCE FLOOD BASED ON FUTURE CONSIDERATIONS HYDROLOGY. NO BASE FLOOD ELEVATIONS DETERMINED, AS SHOWN ON THE FLOOD INSURANCE RATE MAP, PREPARED BY THE FEDERAL EMERGENCY AGENCY'S NATIONAL FLOOD INSURANCE PROGRAM FOR BLUE SPRINGS, JACKSON COUNTY, MISSOURI, MAP NUMBER 29095C0319G AND DATED JANUARY 20, 2017.

GRADING - DRAINAGE PLAN

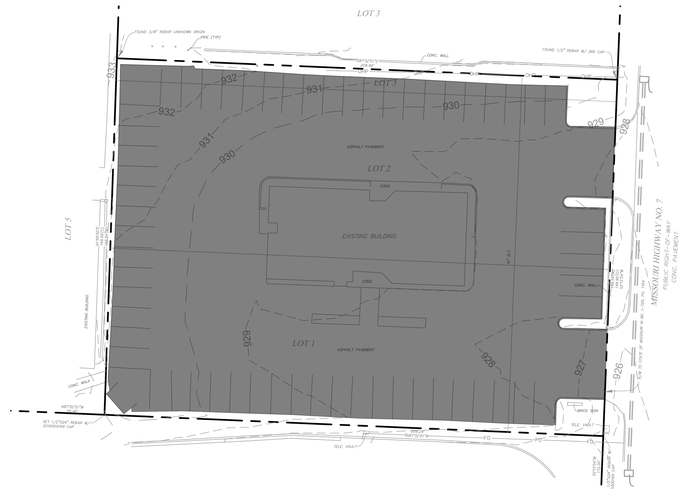
STORMWATER NOTE

THE PROPOSED REDEVELOPMENT OF THE SUBJECT PROPERTY RESULTS IN A NET DECREASE IN IMPERVIOUS AREA. PER APWA SECTION 5601.3, THE SITE DOES NOT MEET THE DEFINITION OF A DEVELOPMENT, THEREFORE THE SITE SHALL NOT REQUIRE ON-SITE STORMWATER DETENTION. PER FIGURE 4.1 IN THE 2012 MARC BMP MANUAL, STORMWATER QUALITY REQUIREMENTS DO NOT APPLY TO THE PROJECT SITE.



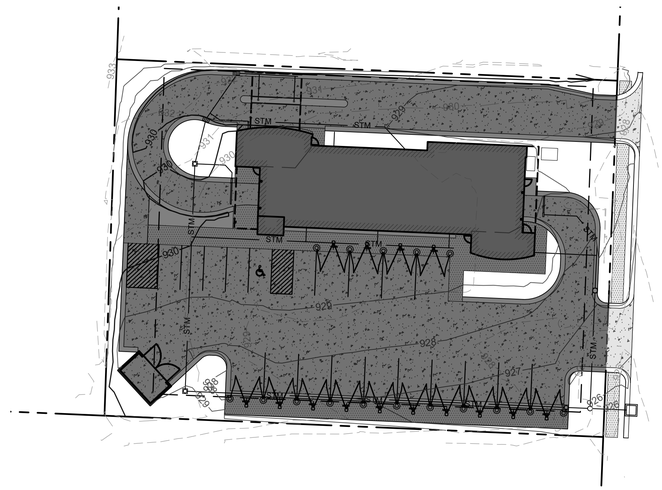
EXISTING CONDITIONS

IMPERVIOUS AREA: 0.67 AC (93.1%)
PERVIOUS AREA: 0.05 AC (6.9%)



PROPOSED CONDITIONS

IMPERVIOUS AREA: 0.58 AC (81.3%)
PERVIOUS AREA: 0.14 AC (18.7%)



IMPERVIOUS AREA PLAN

No.	REVISIONS	DATE	BY
1	REVISIONS PER CITY COMMENTS	2024-04-19	DS
2	REVISIONS PER CITY COMMENTS	2024-05-01	DS

Kimley»Horn
© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
8551 PENNSYLVANIA AVE, SUITE 150
KANSAS CITY, MO 64105
PHONE: 816-561-5553
WWW.KIMLEY-HORN.COM

SCALE: AS NOTED
DESIGNED BY: JDB
DRAWN BY: JDB
CHECKED BY: DRS

PRELIMINARY NOT FOR CONSTRUCTION

FRONTIER INVESTMENTS
800 E 101ST TERRACE
SUITE 120, KANSAS CITY
MO 64131

GRADING-DRAINAGE PLAN & IMPERVIOUS AREA PLAN

TOMMY'S EXPRESS CAR WASH
509 MO-7 HIGHWAY
BLUE SPRINGS, MISSOURI 64015

ORIGINAL ISSUE: 03/28/2024
KHA PROJECT NO. 268560001
SHEET NUMBER
C6

Received
05/01/2024 3:53:03 PM

Drawing name: K:\KNC_LDEV\268560001 Tommy's Highway 7 (Blue Springs)\2 Design\CAD\PlanSheets\C6 GRADING-DRAINAGE PLAN & IMPERVIOUS AREA PLAN.dwg GRADING-DRAINAGE PLAN & IMPERVIOUS AREA PLAN May 01, 2024 2:19pm by Dalton.Signor
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Blue Springs, Missouri - Landscape Data Table		
Site Area: 0.72 acres (31,348 sqft) - Planned Development		
	REQUIRED	PROVIDED
Section 407.040 Site and Landscape Design		
407.040.S Screening		
All of the following shall be screened from streets or adjacent property with dense evergreen plants, a fence or wall, or the combination of both. (electrical/mechanical equipment, outdoor storage, trash enclosures, utility stations, vehicle service bays, etc.)	Yes	Yes
407.040.1 Table - Landscape and buffer requirements		
South buffer: adj. to "GB" zoning - No buffer required	None	None
South buffer: adj. to "SF-7" zoning - Buffer C	Buffer C - 25' min. , 17 PU's & 6' tall solid privacy fence	2.5' Buffer , 68 PUs (Shrubs) & No Fence
60 PU's/100' (27.71' x 0.60) = 17 PU's & 6' tall solid privacy fence or 4'-6' undulating berm		
East buffer: adj. to NW 7 hwy (arterial) - Buffer B	Buffer B - 15' min. , 69 PUs	4.5' Buffer , 50 PUs
45 PU's/100' (153.64' x 0.45) = 69 PUs		
North buffer: adj. to GB zoning - No buffer required	None	2.5' Buffer , 72 PUs (shrubs)
West buffer: adj. to SO zoning - Buffer A	Buffer A - 7' min. , 69 PU's	5' Buffer, 56 PUs (shrubs)
45 PU's/100' (153.64' x 0.45) = 69 PUs		
Parking Lot Landscape		
2 PUs per uncovered space x 21 spaces = 42 PUs	42 PU's	42 PUs (trees & open space shrubs)
Open Space		
1 PU / 500 sf of lot area	63 PUs	272 PUs (Shrubs)
31,348 sf / 500 = 63 PUs		
Street Trees		
Street trees are required adjacent to all street rights-of-way at a spacing of 1 large/medium shade tree per 75 feet of frontage	2 Large/medium shade trees	2 Large/medium shade trees
104 LF / 75 = 2 trees		

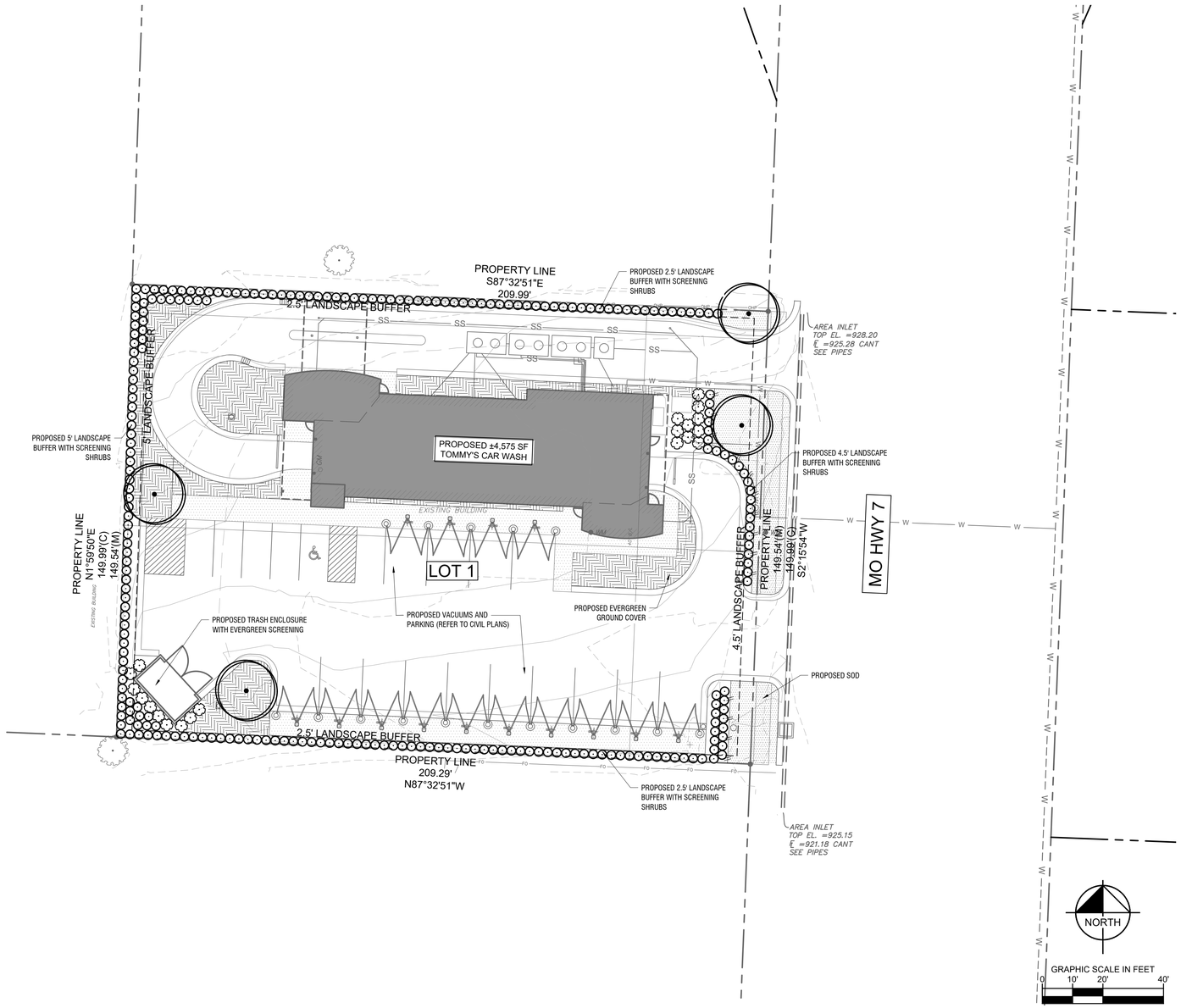
**PU's are calculated assuming a deviation of allowing shrubs to count for all PU's is accepted.*

PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT.	CALIPER	HEIGHT
TREES							
	QA	4	LARGE SHADE TREE		B & B	2 " CAL. (MIN)	10' - 12' HT.

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	SPACING	SPACING
SHRUBS								
	BE	240	EVERGREEN SCREENING SHRUB		CONT.	18" HT. MIN.	36" O.C.	36" o.c.
	ES	20	LARGE EVERGREEN SCREENING SHRUB		CONT.	36" HT. MIN.	48" O.C.	48" o.c.

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	ROOT	SIZE	SPACING	SPACING
GROUND COVERS								
	GC	760	EVERGREEN GROUND COVER		1 GAL	6" - 8" HT.	24" O.C.	24" o.c.
	SOD	1,548 SF	SOD		SOD			



No.	REVISIONS	DATE	BY
1	REVISIONS PER CITY COMMENTS	2024-04-19	DS

Kimley»Horn

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855 PENNSYLVANIA AVE, SUITE 150
KANSAS CITY, MO 64105
PHONE: 816-561-5555
WWW.KIMLEY-HORN.COM

SCALE: AS NOTED
DESIGNED BY: AMS
DRAWN BY: AMS
CHECKED BY: JDK

PRELIMINARY NOT FOR CONSTRUCTION

FRONTIER INVESTMENTS
800 E 101ST TERRACE
SUITE 120, KANSAS CITY
MO 64131

LANDSCAPE PLAN

TOMMY'S EXPRESS CAR WASH
509 MO-7 HIGHWAY
BLUE SPRINGS, MISSOURI 64015

ORIGINAL ISSUE: 03/28/2024

KHA PROJECT NO. 268560001

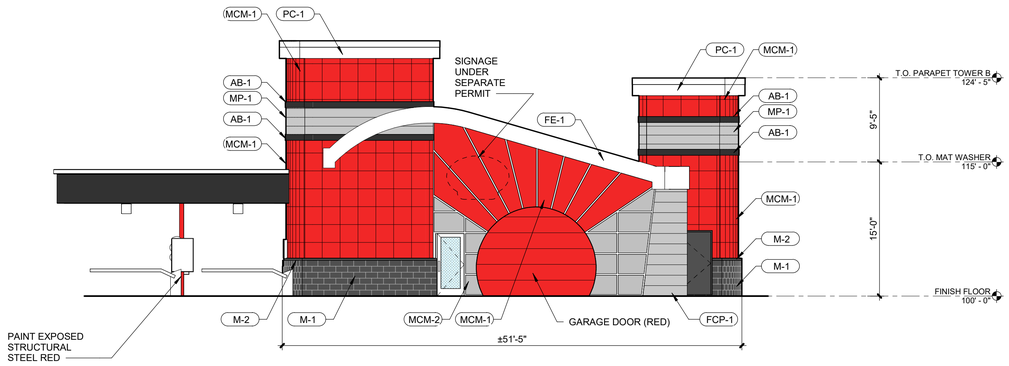
SHEET NUMBER
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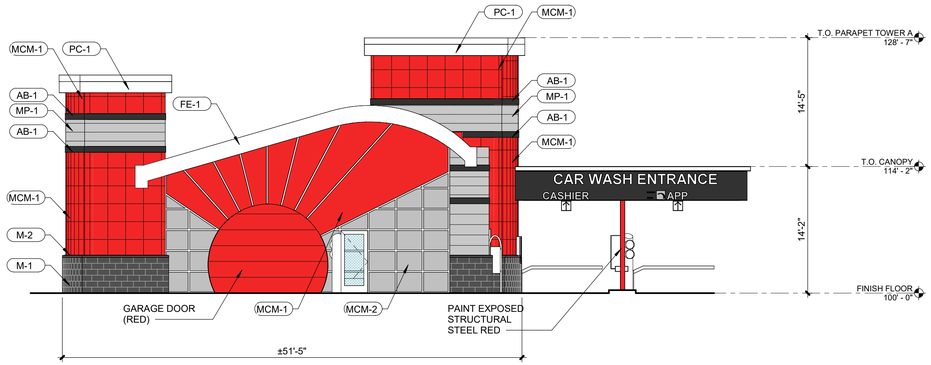
Drawing name: K:\KNC_LDEV\268560001 Tommy's Highway 7 (Blue Springs)\2 Design\CAD\PlanSheets\C7 LANDSCAPE PLAN.dwg LANDSCAPE PLAN May 01, 2024 2:19pm by Dalton.Signer
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EXTERIOR MATERIAL LEGEND

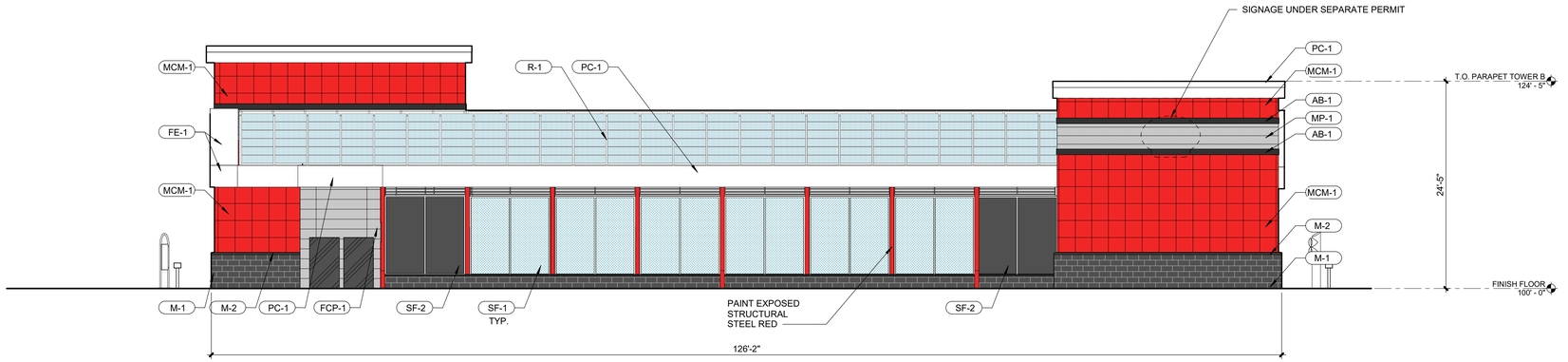
M-1	SPLIT-FACE CMU 4" VENEER COLOR: (Ash)
M-2	PRECAST STONE MASONRY CAP COLOR: (Ash to match M-1)
FCP-1	FIBER CEMENT PANELS COLOR: (Gray)
AB-1	PREFINISHED ALUMINUM ACCENT BANDING COLOR: (Black)
R-1	ACRYLIC ROOF SYSTEM COLOR: (Cool Blue)
FE-1	FASCIA EAVE COLOR: (Metallic silver)
MP-1	PROFILED ALUMINUM METAL PANEL
PC-1	PREFINISHED ALUMINUM CORNICE COLOR: (BRIGHT SILVER METALLIC)
MCM-1	PREFINISHED ALUMINUM COMPOSITE PANELS COLOR: (Red)
MCM-2	PREFINISHED ALUMINUM COMPOSITE PANELS COLOR: (Black)
SF-1	PREFINISHED ALUMINUM STOREFRONT WITH CLEAR GLASS
SF-2	PREFINISHED ALUMINUM STOREFRONT WITH METAL PANEL INFILL



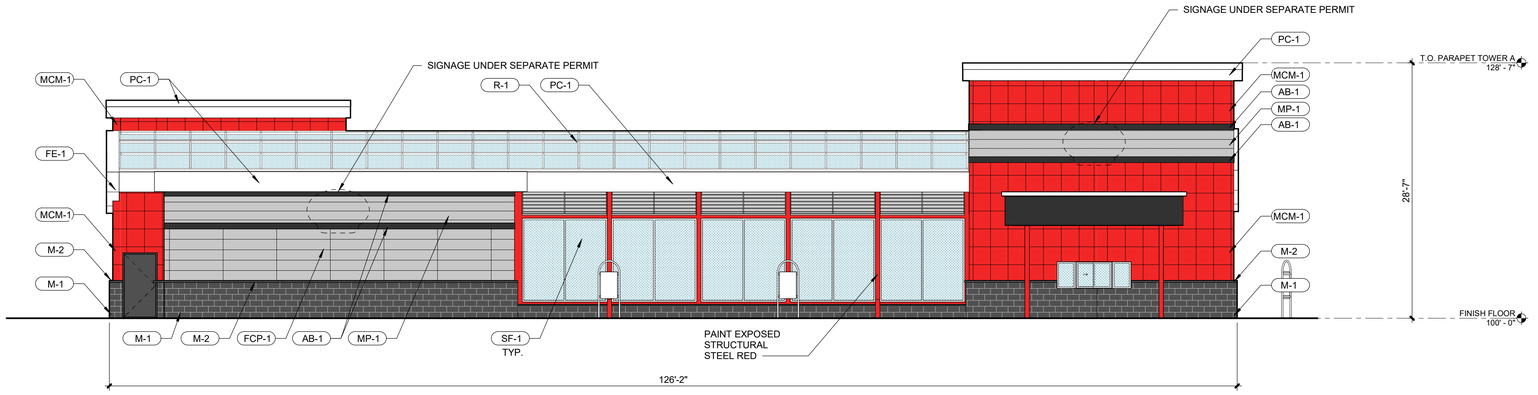
1 | ENTRANCE ELEVATION
1/8" = 1'-0"



2 | EXIT ELEVATION
1/8" = 1'-0"



30 | BACK ELEVATION
1/8" = 1'-0"



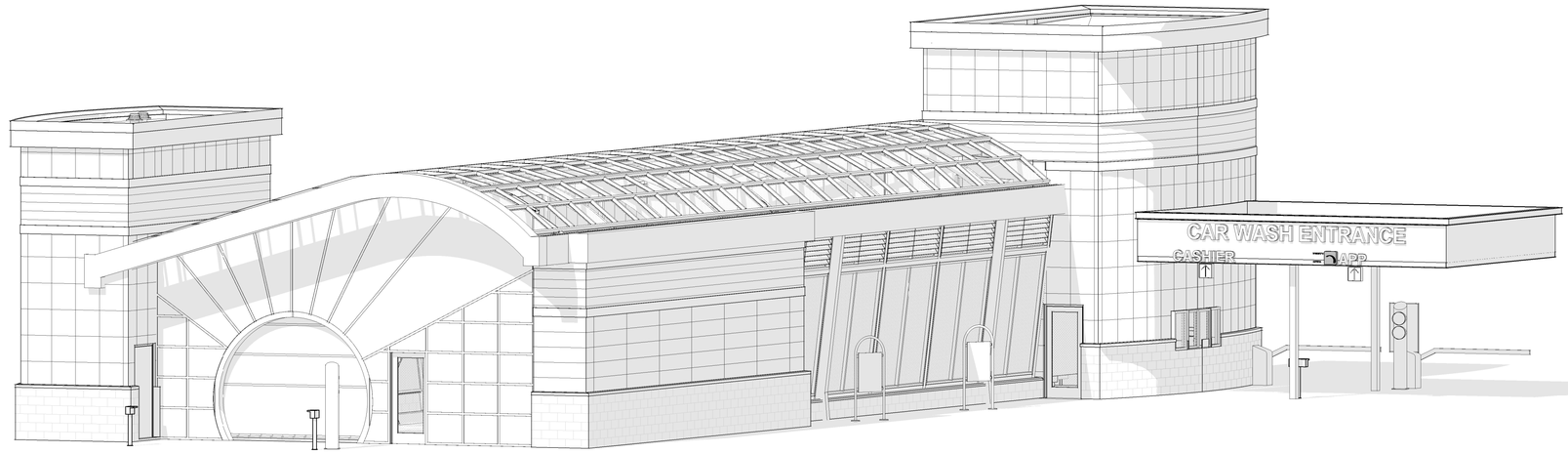
4 | FRONT ELEVATION
1/8" = 1'-0"

FINKLE + WILLIAMS
ARCHITECTURE

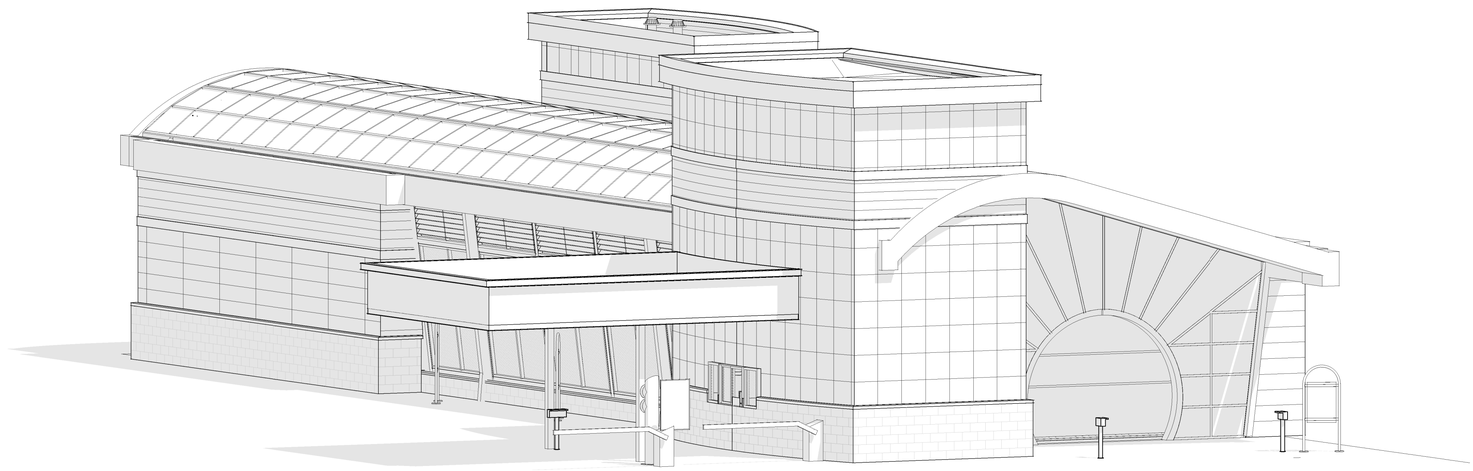
TCW-BLUE SPRINGS, MO | 04.19.2024

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1 | 3D EXHIBIT 1



2 | 3D EXHIBIT 2

3D IMAGES

FINKLE + WILLIAMS © 2024

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The City of Blue Springs

Planning Application

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

OFFICE USE ONLY – *Updated 10-13-2020*

CASE #:	
PC MEETING:	
CC MEETING:	
BOA MEETING:	
NEWSPAPER:	
NOTICE LETTERS:	
PLANNER:	

PROJECT LOCATION INFORMATION (*separate applications required if project boundaries differ*)

Tommy's Express Car Wash
Project Name

509 NW Missouri HWY 7 — MC COY'S BLUE SPRINGS ADD; LOTS 1 AND 2 AND THE S 9.25' OF LOT 3
Project Address (Parcel ID If No Address Assigned or Multiple Addresses) — **Legal Description (attach as a separate page if too large)**

Existing Zoning	Existing Land Use	Proposed Zoning	Proposed Land Use	Total Acreage	# of Proposed Lots
USE CAR LOT		Commerical		.74	1

APPLICATION (*check all that apply*)

LAND USE
- ☐ Conditional Use
- ☒ Rezoning
- ☐ General Development Plan

LAND SUBDIVISION
- ☒ Preliminary Plat
- ☐ Final Plat
- ☐ Administrative Plat

MASTER PLANS
- ☒ PD Concept Plan
- ☐ PD Final Plan
- ☐ PUD Concept Plan-Amended
- ☐ PUD Final Plan
- ☐ PRO Concept Plan-Amended
- ☐ PRO Final Plan
- ☐ Redevelopment Modification Plan

SITE DEVELOPMENT
- ☐ Appearance Review
- ☒ Site Plan/Design Review (SPDR)
- ☐ PD Final Plan / SPDR
- ☐ PUD Final Plan / SPDR
- ☐ Administrative SPDR

SIGNAGE
- ☐ Master Sign Plan
- ☐ Administrative Sign Plan
- ☐ Appeal for Minor Sign Adjustment

OTHERS
- ☐ Vacation
- ☐ Variance
- ☐ Alternative Dev. Standards

APPLICANT & PROPERTY OWNER INFORMATION

Name of Applicant	Company	Phone	Email Address
Kevin Uhl	Frontier Investments	816-977-6322	kevinu@meyerbro.com

Address	City	State	Zip Code
800 E 101st Terrace	Kansas City	MO	64131

I agree to allow the City of Blue Springs to copy and distribute all submitted project plans, materials, and information and post on the official City of Blue Springs web site as necessary for the project approval process, including public hearings. Furthermore, all submitted plans, materials, and information meet all UDC requirements unless specifically stated otherwise in an attached letter. Additionally, I agree that the Applicant and the Property Owner are jointly and severally liable to pay the City of Blue Springs all applicable fees and costs required for the project approval process.

X _____ 3/26/24
Applicant Signature — **Date**

Name of Property Owner	Phone	Email Address
Philip Zou	6609093116	zou88@yahoo.com

Address	City	State	Zip Code
PO Box 62317	Irvine	CA	92602

I declare, under penalty of perjury, that in applying for this application, I am the owner of this property and that the statements herein and all information herewith submitted are, to the best of my knowledge and belief, true and correct. In the event of corporate ownership, all Directors, Officers, Stockholders of each Corporation owning more than five percent (5%) of any class of stock is listed in an attached letter. With the signing and submittal of this application, I authorize the City of Blue Springs to enter onto the subject property to collect data and other information in order to accurately prepare reports or other documentation for review by City Council, Boards & Commissions, and City Staff. Additionally, I agree that the Applicant and the Property Owner are jointly and severally liable to pay the City of Blue Springs all applicable fees and costs required for the project approval process.

X _____ 12/21/2023
Property Owner Signature — **Date**

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REQUIRED DOCUMENTS CHECKLIST FOR ALL APPLICATIONS			
	REQUIREMENT	**DESCRIPTION**	**NUMBER**
☐	**Project Location Information**	Complete 1st page of this Application	
☐	**Legal Description** *(digital copy required for public hearings only)*	One 8.5" x 11" copy & a digital copy in Microsoft Word format emailed to comdevlegal@bluespringsgov.com	
☐	**Plans Set Sealed by the Proper Entity Registered in the State of Missouri**	Full plans set folded & collated; See Guidebook for plans set requirements	Varies
		Reduced set of full plans set on 8.5" x 11"	1 set
☐	**Other Required Documents**	Other Required Documents such as Stormwater Study; Traffic Study; etc. on 8.5"x11"	2 sets
☐	**Application Specific Requirements Checklist**	Attach applicable pages from the Guidebook.	
☐	**Other Required Information**	See UDC Chapter 403 (Development Review Procedures) for any other required information. For Signage requirements, see Chapter 501 (Sign Code).	

PROJECT DESCRIPTION:

Project would include the demolition of the existing site features, existing building, and construction of 110' in length tunnel express car wash with associated 14 exterior vacuum stalls and 2-Lane Pay system.

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05/01/2024 3:53:02 PM

CONTACT INFORMATION SHEET

PROJECT LEAD

Name	Company Name		
Kevin Uhl	Frontier Investments		
Address	**City**	**State**	**Zip**
800 E 101st Terrace Suite 120	Kansas City	MO	64131
Email	**Phone**	**Fax**	
kevinu@meyerbro.com	816-977-6322		

DEVELOPER

Name	Company Name		
Kasey Graham, Rob Heise	Frontier Investments		
Address	**City**	**State**	**Zip**
800 E 101st Terrace Suite 120	Kansas City	MO	64131
Email	**Phone**	**Fax**	
Kaseyg@meyer-companies.com	913-687-5767		

ENGINEER

Name	Company Name		
Zach Myers	Kimley-Horn		
Address	**City**	**State**	**Zip**
805 Pennsylvania Ave	Kansas City	MO	64105
Email	**Phone**	**Fax**	
zach.myer@kimley-horn.com	816-683-9321		

ARCHITECT

Name	Company Name		
Holly Bergman	Finkle Williams Architects		
Address	**City**	**State**	**Zip**
8787 Renner Blvd suite 100	Lenexa	KS	66219
Email	**Phone**	**Fax**	
Hberman@finklewilliams.com	913-498-1550		

SURVEYOR

Name	Company Name		
Address	**City**	**State**	**Zip**
Email	**Phone**	**Fax**	

LANDSCAPE ARCHITECT

Name	Company Name		
Address	**City**	**State**	**Zip**
Email	**Phone**	**Fax**	

ATTORNEY

Name	Company Name		
Address	**City**	**State**	**Zip**
Email	**Phone**	**Fax**	

OTHER CONTACT

Name	Company Name		
Address	**City**	**State**	**Zip**
Email	**Phone**	**Fax**	

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THE EXAMINER

Notice ID: I7Q1J8wYvcEI7GvwNxQ6
Tommy's Carwash

AFFIDAVIT OF PUBLICATION: #2218770

STATE OF MISSOURI, COUNTY OF JACKSON, SS:

Shalon Hartle

I, Shalon Hartle, of lawful age, being duly sworn upon oath, deposes and says that I am the Authorized Agent of Examiner, a publication that is a "legal newspaper" as that phrase is defined for the city of Indepenence, for the County of Jackson, in the state of Missouri, that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

Apr. 27, 2024

Shalon Hartle
Authorized Agent

Leanne Kaufenberg
Notary, State of MN, County of Redwood
Commission expires January 31, 2025

Printer's Fee: $124.51

LEANNE JOY KAUFENBERG
Notary Public
State of Minnesota
My Commission Expires
January 31, 2025

PUBLIC NOTICE

Rezoning | RZ-03-24-9093
Planned Development
Concept Plan
PDC-03-24-9095
"Tommy's Express Car Wash"
509 NW 7 Hwy.
Parcel #
36-920-02-23-00-0-00-000

Notice is hereby given that a public hearing will be held by the Planning Commission of the City of Blue Springs on **Monday, May 13, 2024, at 6:30 p.m.** in the Council Chamber of the Howard L. Brown Public Safety Facility at 1100 SW Smith Street for the purpose of hearing interested parties and citizens on a request by the applicant, Kevin Uhl, Frontier Investments, on behalf of the property owner, Philip Zou, to rezone property from "GB" (General Business) to "PD – C" (Planned Development – Commercial). The applicant is also requesting approval of a Planned Development (PD) Concept Plan to allow for the demolition of the current site and construction of an express car wash. The subject property is located south of NW R D Mize Road and west of NW 7 Highway. Interested parties may view the application materials on file by contacting the Community Development Department via email at ComDevLegal@bluespringsgov.com or at City Hall at 903 W. Main Street, Blue Springs, MO.

The site is legally described as follows:

Lots 1 and 2 and the South 9.25 feet of Lot 3, McCoy's Blue Springs Addition, a subdivision in Blue Springs, Jackson County, Missouri; According to the recorded Plat thereof.

CITY OF BLUE SPRINGS
Planning Commission
By: Adair Bright, Senior Planner

The City Council of the City of Blue Springs will also hold a public hearing on the above noted Rezoning / RZ-03-24-9093 and PD Concept Plan / PDC-03-24-9095 on **Monday, May 20, 2024, at 6:00 p.m.** in the Council Chamber of the Howard L. Brown Public Safety Facility to consider the application and the recommendation of the Planning Commission.

CITY OF BLUE SPRINGS
City Council

Published in the Examiner, Apr 27, 2024

2218770

PUBLIC NOTICE

Rezoning | RZ-03-24-9093
Planned Development Concept Plan | PDC-03-24-9095
"Tommy's Express Car Wash"
509 NW 7 Hwy.
Parcel # 36-920-02-23-00-0-00-000

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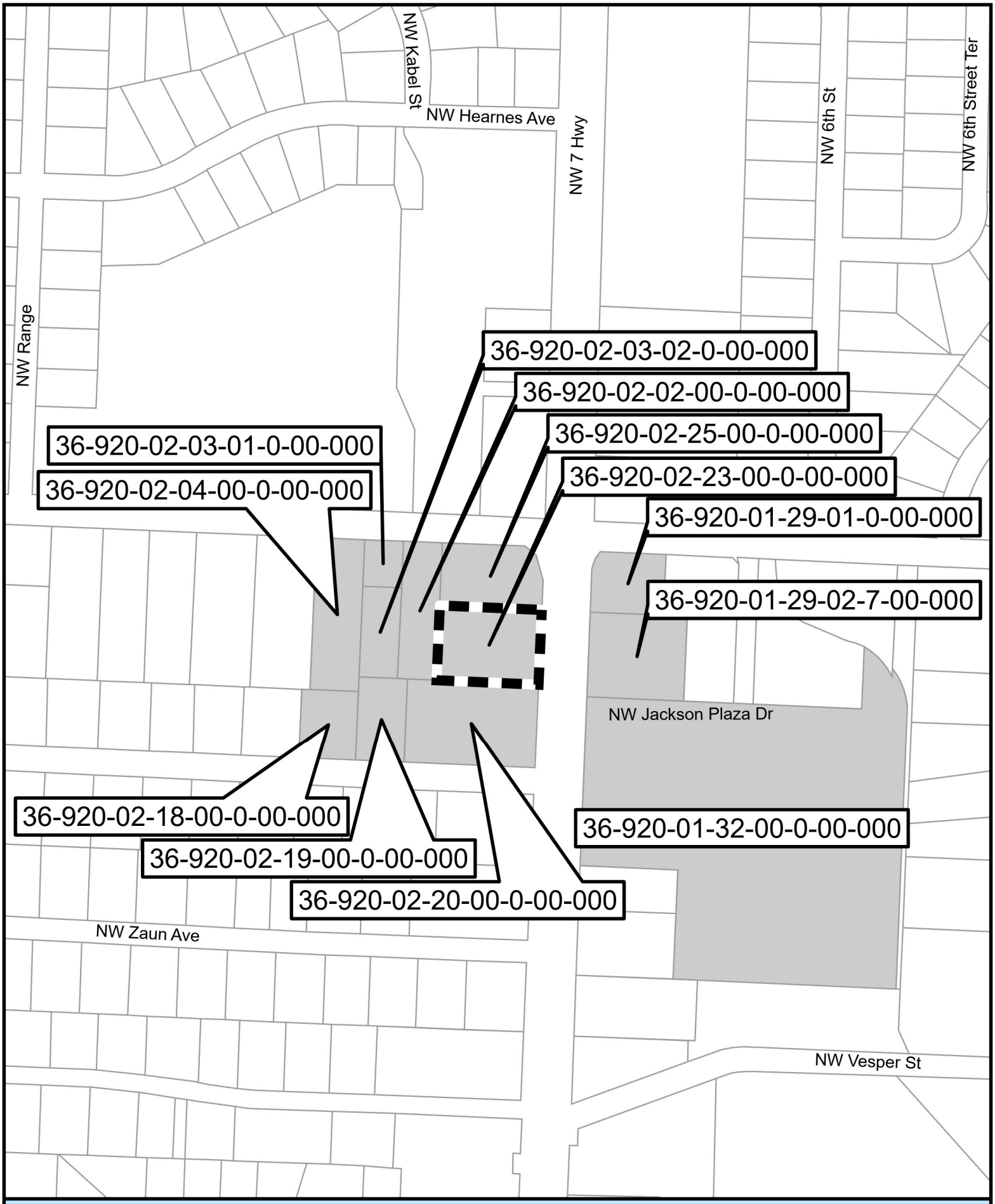
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Planning Commission
By: Adair Bright, Senior Planner

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CITY OF BLUE SPRINGS
City Council

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



The City of Blue Springs Missouri

RZ-03-24-9093
PDC-03-24-9095
PARCEL # 36-920-02-23-00-0-00-000
185' NOTIFICATION MAP

N

1 inch = 250 feet
Date: 4/1/2024

Parcel ID	Situs Address	Situs City	Situs State	Situs ZipCode	Owner	Owner Address
36-920-01-29-02-7-00-000	530 NW 7 HWY	BLUE SPRINGS	MO	64014	27B PROPERTIES LLC	5215 W 94TH TERR PRAIRIE VILLAGE, KS 66207
36-920-02-19-00-0-00-000	705 NW B ST	BLUE SPRINGS	MO	64015	MCAHAN CONNOR & BORRON JENNA	705 NW B ST BLUE SPRINGS, MO 64015
36-920-02-23-00-0-00-000	509 NW 7 HWY	BLUE SPRINGS	MO	64015	NORTH WEST 7 LLC	109 HALE LAKE RD WARRENSBURG, MO 64093
36-920-02-25-00-0-00-000	607 NW 7 HWY	BLUE SPRINGS	MO	64015	BANK JACOMO	909 S 7 HWY BLUE SPRINGS, MO 64014
36-920-02-04-00-0-00-000	716 NW R D MIZE RD	BLUE SPRINGS	MO	64015	HUFF ENTERPRISES LLC	36103 E GARDNER OAK GROVE, MO 64075
36-920-02-20-00-0-00-000	503 NW 7 HWY	BLUE SPRINGS	MO	64015	COMMERCE BANK OF KANSAS CITY	8000 FORSYTH BLVD STE 1300 ST LOUIS, MO 63105
36-920-02-02-00-0-00-000	708 NW R D MIZE RD	BLUE SPRINGS	MO	64015	MIZE PROPERTIES LLC	708 NW R D MIZE RD BLUE SPRINGS, MO 64015
36-920-02-18-00-0-00-000	805 NW B ST	BLUE SPRINGS	MO	64015	YANG CHERCHEE & LOR KAYING | YANG KASIA	805 NW B ST BLUE SPRINGS, MO 64015 | 805 NW B ST BLUE SPRINGS, MO 64015
36-920-02-03-02-0-00-000	NO ADDRESS ASSIGNED BY CITY	BLUE SPRINGS	MO	64015	BENNETT SETH W | BENNETT WESTON & STACI	27904 E PINK HILL RD INDEPENDENCE, MO 64057 | 27904 E PINK HILL RD INDEPENDENCE, MO 64057
36-920-02-03-01-0-00-000	712 NW R D MIZE RD	BLUE SPRINGS	MO	64015	HAUSER JOHN S	1605 SW CROSS CREEK PL BLUE SPRINGS, MO 64015
36-920-01-29-01-0-00-000	600 NW 7 HWY	BLUE SPRINGS	MO	64014	ROTTINGHAUS REAL ESTATE LLC	PO BOX 356 ONALASKA, WI 54650
36-920-01-32-00-0-00-000	450 NW 7 HWY	BLUE SPRINGS	MO	64014	BLUE SPRINGS FIRST LLC	2250 CALLE TIARA LA JOLLA, CA 92307

Blue Springs, Missouri
Community Development

April 29, 2024

Ref: Public Hearing: Rezoning | RZ-03-24-9093
Planned Development Concept Plan | PDC-03-24-9095
"Tommy's Express Car Wash"
509 NW 7 Hwy.
Parcel # 36-920-02-23-00-0-00-000

Dear Property Owner:

A Public Hearing will be held by the Planning Commission and the City Council of the City of Blue Springs to receive comments from interested parties and citizens relative to a request by the applicant, Kevin Uhl, Frontier Investments, on behalf of the property owner, Philip Zou, to rezone property from "GB" (General Business) to "PD – C" (Planned Development – Commercial). The applicant is also requesting approval of a Planned Development (PD) Concept Plan to allow for the demolition of the current site and construction of an express car wash. The subject property is located south of NW R D Mize Road and west of NW 7 Highway.

You are receiving this notice because County records indicate you own property within 185 feet of the boundary of the site in question. Interested parties may view the application materials on file by contacting the Community Development Department via email at ComDevLegal@bluespringsgov.com or at City Hall at 903 W. Main Street, Blue Springs, MO.

The hearing will be held in the Council Chamber at the Howard L. Brown Public Safety Building located at 1100 SW Smith Street, Blue Springs on the following dates:

Planning Commission - Monday, May 13, 2024 @ 6:30 p.m.
&
City Council – Monday, May 20, 2024 @ 6:00 p.m.

Your attendance and comments are welcome at these meetings. Questions concerning this matter may be directed to the Community Development Department at 816-228-0207.

Sincerely,

CITY OF BLUE SPRINGS / COMMUNITY DEVELOPMENT
Adair Bright, AICP
Senior Planner

Tommy’s Express

Blue Springs, MO

Company Profile

- Heartland Tommy's – The local owner/operator and franchise partner of Tommy's Express for Kansas City/Manhattan, KS and Northwest Arkansas.
- We currently have six operating locations with two under development.
- We are a vertically integrated real estate developer and contractor (Meyer Brothers Building Company)
- A single source solution from conception to completion.

As an investor and service provider, we've been active in Blue Springs for many years. Locally completed projects:

- Harmon Industries
- Lunar Bowl
- Blue Springs Convention Center
- Benton House
- Durvet
- Many tenant improvement remodels

Community Involvement and Commitment

- As a hands-on local owner/operator, everyone involved in this development will be involved in the future daily operations.
- Community involvement is instrumental to our business model
  - Youth sports and activity fundraisers
  - Active in the Chamber of Commerce
- College Scholarship opportunities for employees
- Purchase advertising with Blue Springs School District.
- Full time local jobs as well as good summertime hours for students.

Local Sites

Olathe

1875 N Ridgeview Rd, Olathe, KS 66061

Efficiency in service delivery

- Focus on our people and 1st class service
- Membership model



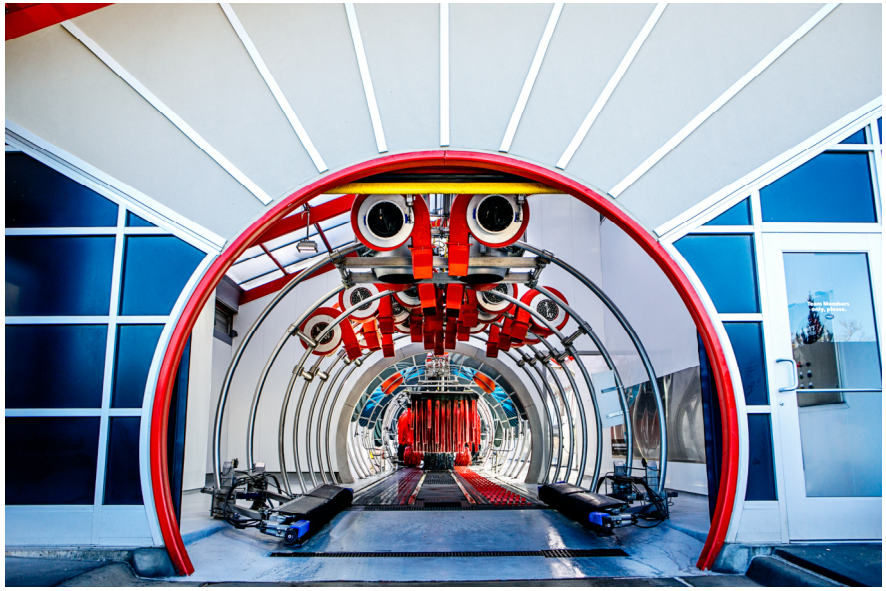


- Camera recognition
- Conveyor belt
- Totally automated

Overland Park

10600 Roe Ave, Overland Park, KS 66207





- Conveyor belt system provides for 1st in class processing of vehicles
- Landscaping is a critical part of our operations

Olathe

225 S Parker St, Olathe KS 66061





Helpful Links

- Tommy's Overview
- Tunnel of Terror

THE EXAMINER

AFFIDAVIT OF PUBLICATION

Notice ID: K7HVwLxpPx9P9ftOYtkA
Toomy's 2nd

AFFIDAVIT OF PUBLICATION: #2541300

STATE OF MISSOURI, COUNTY OF JACKSON, SS:

Sherry Groves

I, Sherry Groves, of lawful age, being duly sworn upon oath, deposes and says that I am the Authorized Agent of Examiner, a publication that is a "legal newspaper" as that phrase is defined for the city of Indepenence, for the County of Jackson, in the state of Missouri, that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

Aug. 3, 2024

Sherry Groves
Authorized Agent

Leanne Kaufenberg
Notary, State of MN, County of Redwood
Commission expires January 31, 2025

Printer's Fee: $103.49

LEANNE JOY KAUFENBERG
Notary Public
State of Minnesota
My Commission Expires
January 31, 2025

PUBLIC NOTICE

Rezoning | RZ-03-24-9093
Planned Development
Concept Plan
PDC-03-24-9095
"Tommy's Express Car Wash"
509 NW 7 Hwy.
Parcel #
36-920-02-23-00-0-00-000

Notice is hereby given that a public hearing will be held by the City Council of the City of Blue Springs on **Monday, August 19, 2024, at 6:00 p.m.** in the Council Chamber of the Howard L. Brown Public Safety Facility at 1100 SW Smith Street for the purpose of hearing interested parties and citizens on a request by the applicant, Kevin Uhl, Frontier Investments, on behalf of the property owner, Philip Zou, to rezone property from "GB" (General Business) to "PD – C" (Planned Development – Commercial). The applicant is also requesting approval of a Planned Development (PD) Concept Plan to allow for the demolition of the current site and construction of an express car wash. The subject property is generally located south of NW R D Mize Road and west of NW 7 Highway. The original public hearing for the above applications was continued from the May 20, 2024, City Council meeting indefinitely. Interested parties may view the application materials on file by contacting the Community Development Department via email at ComDevLegal@bluespringsgov.com or at City Hall at 903 W. Main Street, Blue Springs, MO.

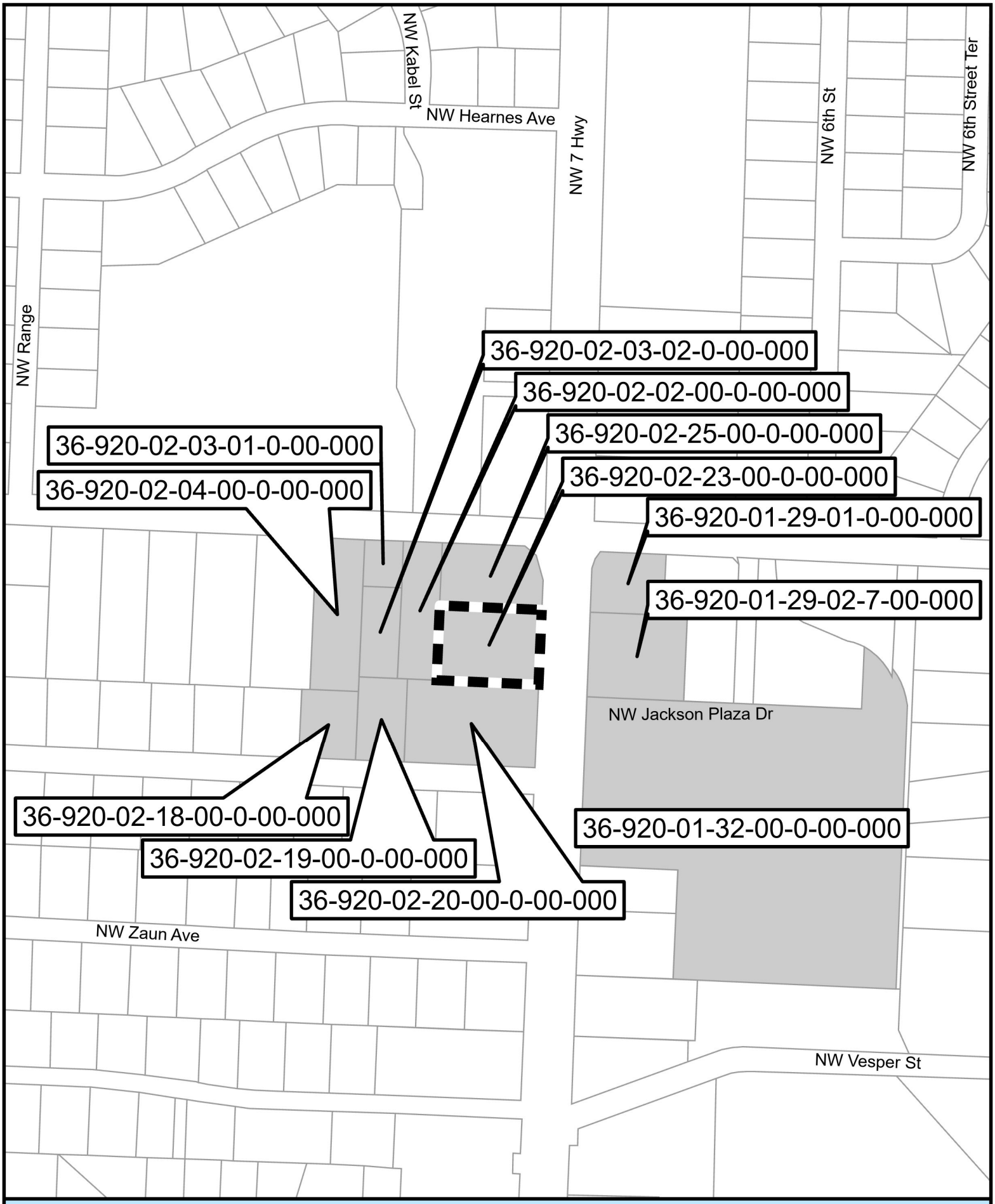
The site is legally described as follows:

Lots 1 and 2 and the South 9.25 feet of Lot 3, McCoy's Blue Springs Addition, a subdivision in Blue Springs, Jackson County, Missouri; According to the recorded Plat thereof.

CITY OF BLUE SPRINGS
City Council

Published in the Examiner, Aug 3, 2024

2541300



The City of Blue Springs Missouri

RZ-03-24-9093
PDC-03-24-9095
PARCEL # 36-920-02-23-00-0-00-000
185' NOTIFICATION MAP

N

1 inch = 250 feet
Date: 4/1/2024

Parcel ID	Situs Address	Situs City	Situs State	Situs ZipCode	Owner	Owner Address
36-920-01-29-02-7-00-000	530 NW 7 HWY	BLUE SPRINGS	MO	64014	27B PROPERTIES LLC	5215 W 94TH TERR PRAIRIE VILLAGE, KS 66207
36-920-02-19-00-0-00-000	705 NW B ST	BLUE SPRINGS	MO	64015	MCAHAN CONNOR & BORRON JENNA	705 NW B ST BLUE SPRINGS, MO 64015
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36-920-01-32-00-0-00-000	450 NW 7 HWY	BLUE SPRINGS	MO	64014	BLUE SPRINGS FIRST LLC	2250 CALLE TIARA LA JOLLA, CA 92307

Blue Springs, Missouri
Community Development

August 2, 2024

Ref: Public Hearing: Rezoning | RZ-03-24-9093
Planned Development Concept Plan | PDC-03-24-9095
"Tommy's Express Car Wash"
509 NW 7 Hwy.
Parcel # 36-920-02-23-00-0-00-000

Dear Property Owner:

A Public Hearing will be held by the City Council of the City of Blue Springs to receive comments from interested parties and citizens relative to a request by the applicant, Kevin Uhl, Frontier Investments, on behalf of the property owner, Philip Zou, to rezone property from "GB" (General Business) to "PD – C" (Planned Development – Commercial). The applicant is also requesting approval of a Planned Development (PD) Concept Plan to allow for the demolition of the current site and construction of an express car wash. The subject property is generally located south of NW R D Mize Road and west of NW 7 Highway.

You are receiving this notice because County records indicate you own property within 185 feet of the boundary of the site in question. Interested parties may view the application materials on file by contacting the Community Development Department via email at ComDevLegal@bluespringsgov.com or at City Hall at 903 W. Main Street, Blue Springs, MO.

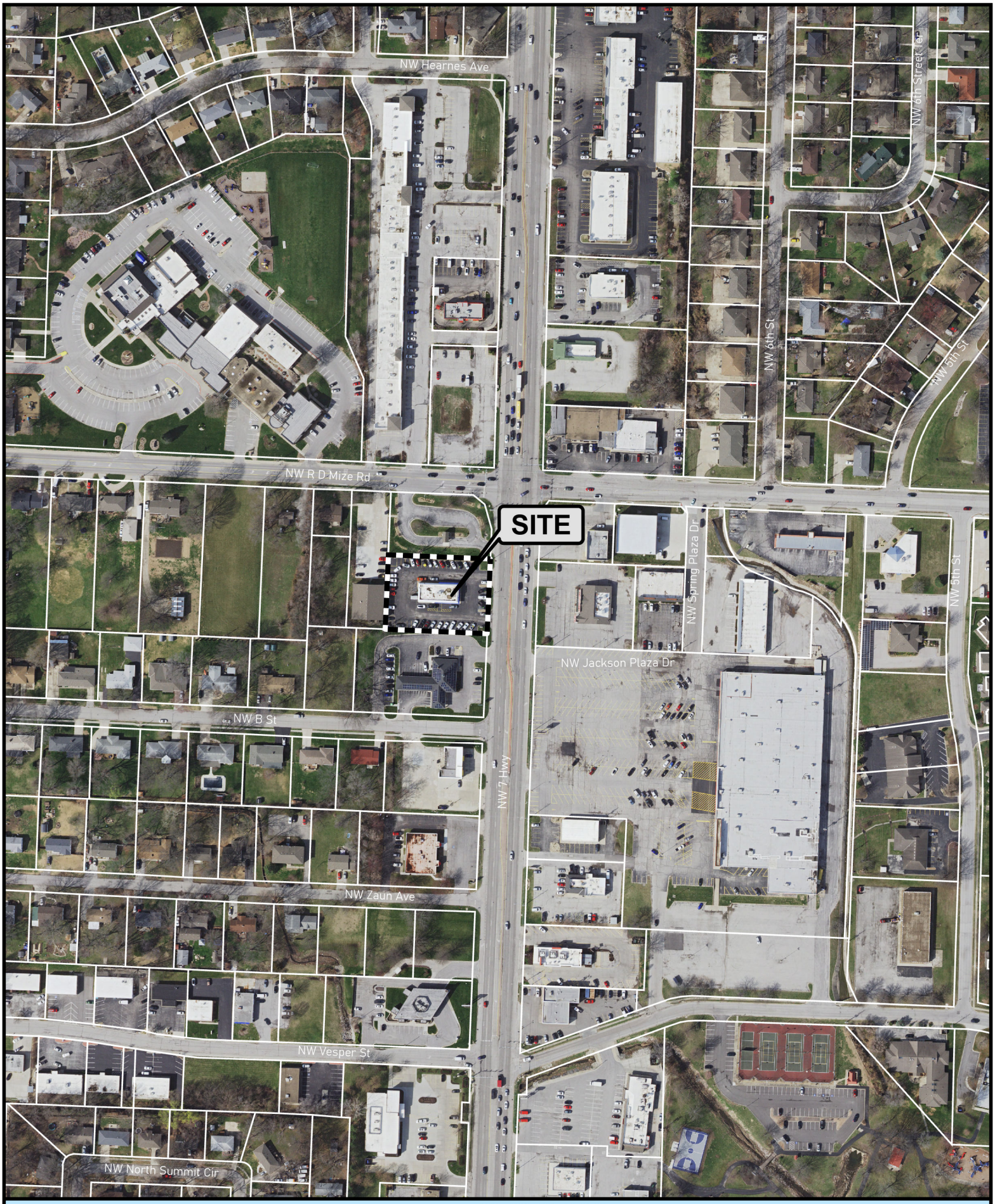
The hearing will be held in the Council Chamber at the Howard L. Brown Public Safety Building located at 1100 SW Smith Street, Blue Springs on the following dates:

City Council – Monday, August 19, 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
Traci Breshears
Administrative Assistant



The City of Blue Springs Missouri

RZ-03-24-9093
PP-03-24-9094
PDC-03-24-9095
PARCEL # 36-920-02-23-00-0-00-000
AERIAL LOCATION MAP

N

1 inch = 250 feet
Date: 4/1/2024

Introduced by Councilmember _____ BILL NO. 5243
(RZ-03-24-9093 & PDC-03-24-9095)

ORDINANCE NO. _____

AN ORDINANCE REZONING PROPERTY FROM "GB" (GENERAL BUSINESS) TO "PD – C" (PLANNED DEVELOPMENT – COMMERCIAL) AND APPROVING A PLANNED DEVELOPMENT CONCEPT PLAN FOR TOMMY'S EXPRESS CAR WASH

WHEREAS, proper application having been made for Rezoning and a Planned Development (PD) Concept Plan of property hereinafter described; and

WHEREAS, after review of the PD Concept Plan with respect to such issues as density, impacting surrounding areas, and the adequacy of facilities and services, basic parameters are established for the development of the PD project; and

WHEREAS, in accordance with Title IV, Unified Development Code of the Municipal Code of the City of Blue Springs, Missouri, said application was referred to the Planning Commission for report and recommendation, and a public hearing was held May 13, 2024, which Commission, after said hearing, recommended that the application for Rezoning and PD Concept Plan be approved unanimously; and

WHEREAS, thereafter a public hearing was continued from the May 20, 2024 City Council meeting to the June 3, 2024, City Council meeting, and at the June 3, 2024 City Council meeting was continued indefinitely without testimony; and

WHEREAS, thereafter a public hearing was held by City Council on August 19, 2024; and

WHEREAS, in accordance with Title IV, Unified Development Code of the Municipal Code of the City of Blue Springs, Missouri, it was determined that the change of zoning was appropriate at the location herein described; and

WHEREAS, the City of Blue Springs, Missouri has regulated the development at this location by requiring that it be developed as a PD Concept Plan; and

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

Section 1. That following described tract of real estate is hereby rezoned from "GB" (General Business) to "PD – C" (Planned Development – Commercial). The site is legally described as:

Lots 1 and 2 and the South 9.25 feet of Lot 3, McCoy's Blue Springs Addition, a subdivision in Blue Springs, Jackson County, Missouri; According to the recorded Plat thereof.

Section 2. That the above-described tract of real estate is hereby declared subject to Tommy's Express Car Wash PD Concept Plan.

Section 3. No land covered within this PD designation, or contained within the area described by Section 1 of this Ordinance, may be developed except in compliance with The

Crossings at Adams Dairy Planned Development Concept Plan approved herein by the City of Blue Springs or hereinafter revised, and the requirements of said PD Concept Plan shall include any staff recommendations contained in the staff report and presented to the Planning Commission at its May 13, 2024, meeting and to the City Council at its August 19, 2024, meeting, and approved by the City Council as conditions of development passage by this Ordinance and of this PD, and shall be deemed to include those conditions in addition to those contained in the UDC and in documents and drawings submitted to the Planning Commission and City Council and approved hereby, including the following conditions:

1. Approval based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC, unless modified by the Planned Development.
    a. Reduce the side setback on the north from the required 10-ft. to 3-ft.
    b. Waive the transparency requirement for a Pad Site building.
    c. Waive the requirement for a primary entrance for a Pad Site building.
    d. Decrease the required buffers on the West, Southwest, and East sides of the site.
    e. Eliminate the requirement for a 6-ft. tall solid privacy fence adjacent to the “SF-7” zoning along the southwest portion of the site.
2. The PD Standards shall permit all land uses allowed in the “GB” (General Business) zoning district at the time of development with the addition of the Car Wash land use.
3. Any proposed improvements and impacts on MO 7 identified in the Traffic Impact Study must be reviewed and approved by MoDOT.

Section 4. The Planned Development (PD) Standards, attached and entered as Exhibit A to the Ordinance, that outline the development regulations shall govern the development within the PD. The PD Standards shall remain in place as long as the PD zoning remains on the property, unless the PD Concept Plan is amended.

Section 5. A Planned Development Final Plan/Site Plan Design Review shall be submitted and approved prior to the issuance of any building permits for the PD Final Plan/Site Plan Design Review area. Approval of the PD Final Plan/Site Plan Design Review shall only be granted if it is in substantial compliance with the approved Tommy’s Express Car Wash PD Concept Plan. The PD Concept Plan, attached and entered as Exhibit B to the Ordinance, shall regulate the development pattern of the property.

Section 6. That this Ordinance shall be in full force and effect from and after its passage and approval.

Section 7. Scrivener’s Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk, 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 19th day of August 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

EXHIBIT A

PD Standards

Written 04 Rezoning and 08 PD Concept Plan Narrative

We are applying to redevelop 509 Highway 7, Blue Springs, MO to accommodate a state-of-the-art tunnel car wash. After a few meetings with staff, it was mutually agreed upon the best plan of action would be to apply for a Planned District which creates a long-term win-win scenario. This protects the City from any future uses, by right, on the site by narrowing the uses the site can become without the City having an opportunity to weigh in on that future use.

The Tommy Car Wash is an innovatively designed wash that flips the traditional image of a dark and dingy car wash into an efficient, safe, fast, and exciting entertainment experience that will cycle a vehicle through the wash in approximately two minutes. Many progressive cities across the metro and the nation are realizing great benefits of having this style of wash in their communities. Our car wash meets the community/markets demand for a quality, quick and green wash option for our single family, apartment, and business neighbors.

Our site design uniquely fits the shape of the lot and meets the need for full-access wash models that are demanded by consumers. The internal circulation is logical and safe for customers. We have two automated pay lanes with camera recognition that will allow our customer members to proceed through the gates without rolling down their window. This system will quickly handle the payment process and coupled with patented belt conveyor system ("self-loading") and no manual prepping of the vehicles; our customers will quickly transition from payment through the wash and back out on the street. The current vehicle stacking number is 18 cars before the gate, 6 after the gate, and 5 to 6 in the wash at a time. This a total of 30 vehicles at any one time before a car is on the street.

Consistent with Neighboring Uses:

This cutting edge, tunnel wash integrates with the neighboring uses that are automotive related, without cannibalizing other sales, as well as served by two major arterial streets that is heavily traveled 7 days per week:

- Commerce Bank
- Convenience Stores (Hy-Vee, Price Chopper, Quicktrip)
- Central Bank
- Subway
- Big Biscuit
- Hobby Lobby
- Office Depot

Tommy's culture is one of deep community involvement. We look at each location as its own entity belonging to its specific community it becomes a part of. We quickly establish an outreach and community engagement program with local stakeholders to become integrated to the local neighborhood. Our plan typically targets.

- Local school system (BSSD in this instance)
- Chamber of Commerce
- Nonprofits
- Youth Athletics

Building and Site Design

We are continuously innovating components of the operations and have a long years of operational experience in Kansas City as well as over forty years of operational experience from the franchise. This experience also consists of the review of approximately 250 projects and two years of supplier selection meetings generated the architectural and site design. Tommy Equipment's corporate office worked with three architectural firms and various public surveys to develop the design of our building including its four-sided architecture. The East tower of the building is tall because it houses the

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management office, computer equipment and equipment/supply storage. This design feature is very important to the long term success of the business. The building is also very energy efficient utilizing an energy saving acrylic roof system and a water bio-reclamation system that is able to clean and reuse water. Any water that is discharged into the sanitary sewer system will also be thoroughly cleaned before it is discharged.

The vacuum area is a critical customer driven feature that is designed as an open space with natural light, and the feeling of security that an uncovered area provides. Our key demographic are parents with their kids that want to be out in the open with hoses on both sides of the vehicle.

We can meet any city planned development timeline outlined on the meeting and deadline schedule with a construction schedule of 7 months. The process is efficient and has minimal impact on surrounding entities.

Planned Development Standards and Deviation Requests

The Planned Development (PD) site shall conform to the General Business (GB) zoning district and Pad Site Building regulations unless otherwise stated herein.

Any standards not specified herein will revert to the General Business Zoning regulations set forth by the Blue Springs Unified Development Code in place at the time of development.

Section 404.140.B – General Business District Uses
Deviation: All land uses allowed in the General Business zoning district at the time of development will be allowed on the site with the addition of the Car
Wash land use.

Section 405.030 – Pad Site Building Side Setback
Deviation: Side setback of 3’ shall be allowed along north property line.

Section 407.040.C – Landscape Requirements
Deviation: There shall be no minimum percentage of plant units from shade and ornamental trees. Shrubs and evergreen/ornamental groundcovers shall be allowed to count for all plant unit requirements in all buffers.

Deviation: North landscape buffer shall be minimum of 2.5 feet wide and shall require 30 plant units per 100 feet.

Deviation: East landscape buffer shall be minimum of 4.5 feet wide and shall require 30 plant units per 100 feet.

Deviation: South landscape buffer shall be minimum of 2.5 feet wide and shall require 30 plant units per 100 feet.

Deviation: West landscape buffer shall be minimum of 5 feet wide and shall require 30 plant units per 100 feet.

Section 407.040.D.e – Berms and Fencing
Deviation: No fence or berm shall be required along south property line abutting SF-7 zoning because the SF-7 zoning is on a developed commercial lot.

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05/01/2024 3:53:03 PM

EXHIBIT B

LEGEND

- PROPOSED CONCRETE PAVEMENT
- PROPOSED SIDEWALK
- PROPOSED BUILDING OUTLINE
- PROPOSED BUILDING OVERHANG
- PROPERTY LINE
- BUILDING LINE
- 2FT CURB & GUTTER

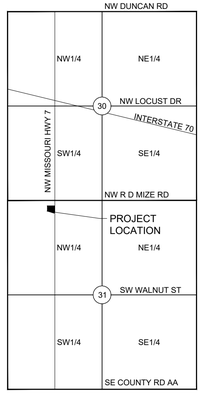
PD CONCEPT PLAN SUMMARY TABLE			
	ZONING		
A	EXISTING	GB (GENERAL BUSINESS)	
	PROPOSED	PD-C (PLANNED DEVELOPMENT - COMMERCIAL)	
B	**LAND AREA SUMMARY**		
	EXISTING & PROPOSED	0.72	ACRES
	LAND USE		
C	EXISTING	VACANT	
	PROPOSED	TUNNEL CAR WASH	
	IMPERVIOUS AREA		
D	EXISTING	0.67	93.1%
	PROPOSED	0.58	81.3%
	BUILDING INFORMATION		
E	GROSS FLOOR AREA (SF)		+/- 4,575
	BUILDING COVERAGE		15%
	PARKING COUNT		
F	STALLS REQUIRED		N/A FOR CAR WASH USE
	VACUUM STALLS PROVIDED		14
	STANDARD STALLS PROVIDED		6
	ADA STALLS REQUIRED		1
	ADA STALLS PROVIDED		1
	BUILDING STANDARDS SUMMARY		
G	FRONT SETBACK		10 FT
	SIDE SETBACK (SOUTH)		10 FT
	SIDE SETBACK (NORTH)		3 FT
	REAR SETBACK		20 FT
	MAX BUILDING COVERAGE		65% MAX
	MAX BUILDING HEIGHT		60' MAX

PD CONCEPT PLAN KEY NOTES

01 PROPOSED TUNNEL CAR WASH BUILDING
02 PROPOSED DUMPSTER ENCLOSURE
03 PROPOSED CONCRETE PAVEMENT (TYP.)
04 PROPOSED RAISED CONCRETE ISLAND (TYP.)
05 PROPOSED CONCRETE BAILOUT LANE
06 PROPOSED CONCRETE CURB & GUTTER (TYP.)
07 PROPOSED CONCRETE SIDEWALK
08 PROPOSED VACUUM (TYP.)
09 PROPOSED EQUIPMENT PAD
10 PROPOSED ATTACHED CANOPY

S1 PROPOSED SANITARY SERVICE LINE TO CONNECT TO EXISTING SERVICE LINE
S2 PROPOSED SAND/OIL INTERCEPTOR

W1 PROPOSED WATER SERVICE LINE
W2 PROPOSED WATER RECLAMATION TANKS
W3 PROPOSED WATER METER



VICINITY MAP
SECTIONS 30 & 31, T49N, R30W
SCALE: 1" = 2000'

PD CONCEPT PLAN GENERAL NOTES

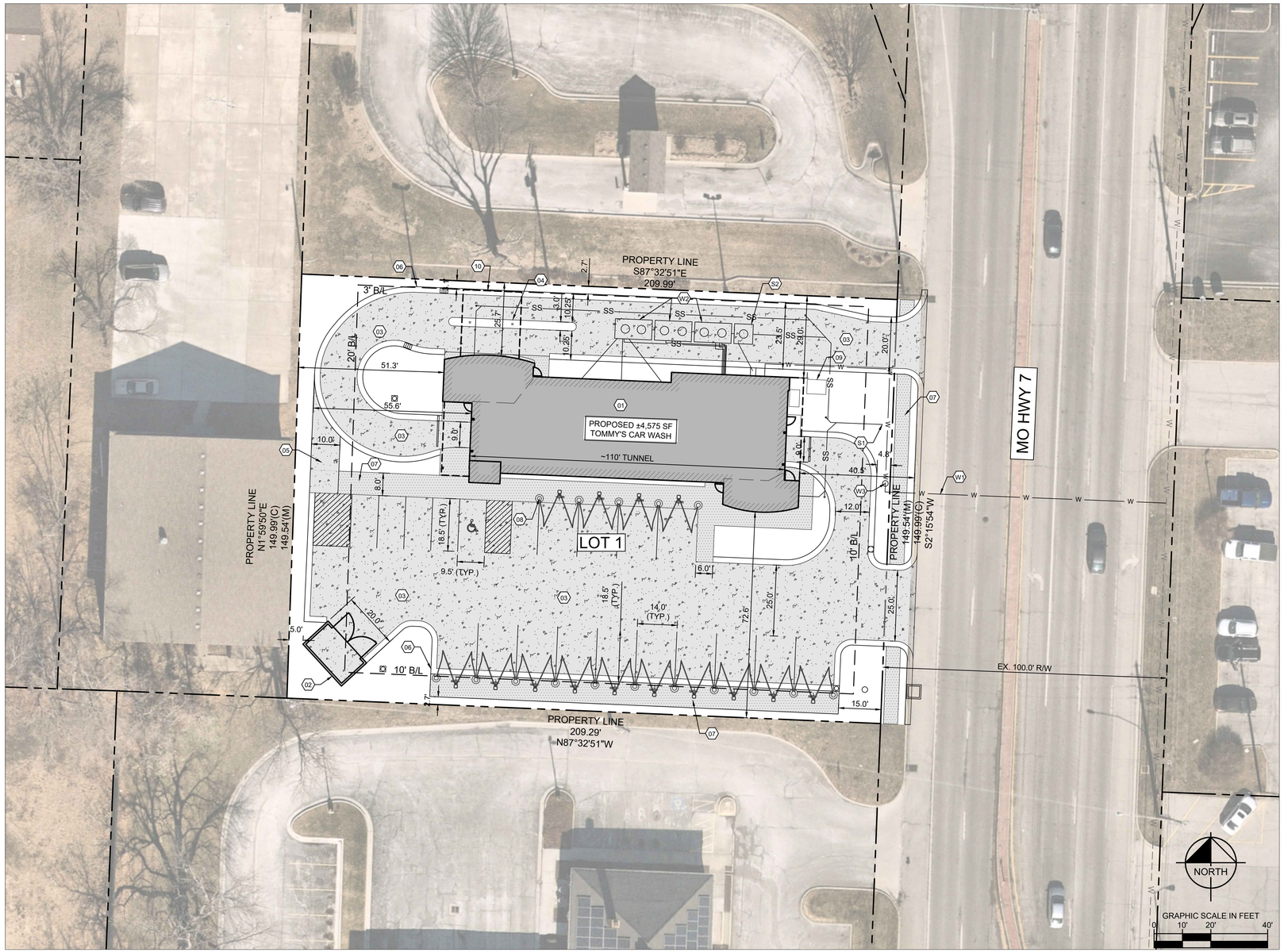
1. BUILDING DIMENSIONS ARE TO THE OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
2. B/L REFERS TO THE BUILDING SETBACK LINE.
3. ALL PROPOSED ON-SITE STRIPING SHALL BE PAINTED UNLESS OTHERWISE NOTED.
4. TRASH ENCLOSURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF BLUE SPRINGS UNIFIED DEVELOPMENT ORDINANCE PLANNED DEVELOPMENT CODE.

SURVEY NOTE

1. THE BEARING SHOWN HEREON ARE BASED ON STATE PLAN COORDINATE SYSTEM, MISSOURI WEST ZONE NAD83.

LEGAL DESCRIPTION

LOTS 1 AND 2 AND THE SOUTH 9.25 FEET OF LOT 3, MCCOY'S BLUE SPRINGS ADDITION, A SUBDIVISION IN BLUE SPRINGS, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.



No.	REVISIONS	DATE	BY
1	REVISIONS PER CITY COMMENTS	2024-04-19	DS
2	REVISIONS PER CITY COMMENTS	2024-05-01	DS

Kimley»Horn
© 2024 KIMLEY-HORN AND ASSOCIATES, INC.

855 PENNSYLVANIA AVE, SUITE 150
KANSAS CITY, MO 64105
PHONE: 816-945-7500
WWW.KIMLEY-HORN.COM

SCALE: AS NOTED
DESIGNED BY: JDB
DRAWN BY: JDB
CHECKED BY: DRS

PRELIMINARY NOT FOR CONSTRUCTION

FRONTIER INVESTMENTS
800 E 101ST TERRACE
SUITE 120, KANSAS CITY
MO 64131

PD CONCEPT PLAN

TOMMY'S EXPRESS CAR WASH
509 MO-7 HIGHWAY
BLUE SPRINGS, MISSOURI 64015

ORIGINAL ISSUE: 03/28/2024
KHA PROJECT NO. 268560001
SHEET NUMBER
C3

Received
05/01/2024 3:53:02 PM

Drawing name: K:\KNC_LUEV\268560001 Tommy's Highway 7 (Blue Springs)\3 Design\CAD\PlanSheets\C3 PD CONCEPT PLAN.dwg PD CONCEPT PLAN May 01, 2024 2:18pm by Dalton.Signer
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CITY OF BLUE SPRINGS, MISSOURI

CITY COUNCIL
August 19, 2024

EXHIBITS FOR PUBLIC HEARING

GOOGLE FIBER MCI HUT 156
CONDITIONAL USE PERMIT
(CUP-06-24-9202)

EXHIBIT #1 City Council Information Form dated August 13, 2024 with the following attachments: Staff Report with attachments; Application with attachments; Title IV, Land Use Section – Blue Springs Code of Ordinances (by reference); 2014 Comprehensive Plan (by reference); Bill approving the Conditional Use Permit and Bill approving the Final Plat

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: August 13, 2024

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

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

ISSUE/REQUEST

A Public Hearing is being held on behalf of the property owner, CCR Investments LLC for a Conditional Use Permit (CUP-06-24-9202), with an Alternative Development Standard, for the Google Fiber MCI Hut 156, a Utility, Major land use, in a "GB" (General Business) zoning district at 2201 NW South Outer Road. Upon conclusion of the public hearing, a Bill approving the Conditional Use Permit for Google Fiber MCI Hut 156 and a Bill approving the Final Plat for the CCRI Outer Road Lot (PF-06-24-9203) will be ready for introduction and readings.

BACKGROUND/JUSTIFICATION

The Conditional Use Permit (CUP) is being requested by the applicant, Robert Vaccaro of BHC, on behalf of the owner, CCR Investments LLC, who intends to develop the unmanned utility building for Google on the property located at 2201 NW South Outer Road. Google is purposing a 360 sq ft utility building, which will be screened by an 8-ft tall vinyl privacy/security fence that encloses 1,792 sq ft around the building.

The applicant has indicated that the building and site will be unmanned and visited once per week for normal operations. The development will serve as a shelter for equipment and is intended to serve Blue Springs and the surrounding area.

According to the Unified Development Code (UDC), the proposed land use is categorized as "Utility, Major, which is a Conditionally Permitted Use in the "GB" (General Business) zoning district. The applicant is requesting an Alternative Development Standard to the UDC's requirement of one off-street parking space. The applicant would like this requirement waived as Google has leased only enough space on the property to include the fenced area of the site.

Additionally, due to the nature of this land use, specifically regarding the frequency the site will be visited (which equates to approximately once a week) parking in the drive of the development should suffice as a parking stall. The property is being platted into a lot to accommodate the proposed utility building. Staff recommends that the CUP be approved for the Google Fiber Hut only as shown in the attached plans, any other "Utility, Major" land uses shall require a new and separate Conditional Use Permit.

The property where the Google Hut is being proposed for is currently not platted. Thus, a Final Plat of the CCRI Outer Road Lot to plat the property into a lot is required to issue building permits for the project. The Final Plat has met all the requirements of the UDC.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
August 20, 2024	N/A

STAFF RECOMMENDATION

Staff recommends approval of the Conditional Use Permit with three conditions:

1. Approval based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC, unless modified by the Alternative Development Standards.
    a. Waive the requirement of one (1) off-street parking space as required by the UDC.
2. The Conditional Use Permit allows the "*Utility, Major"* land use in the "GB" (General Business) zoning district at 2201 NW South Outer Road.
3. If further site development is proposed in the future, compliance with the UDC will be required.

Staff recommends approval of the Final Plat application with two conditions:

1. Approval based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC.
2. The Final Plat must be recorded with Jackson County.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Planning Commission
Date:	08/12/24
Action:	Recommend Conditional Use Permit: 7 Aye, 0 No Recommend Final Plat: 7 Aye, 0 No Recommend Preliminary Plat: 7 Aye, 0 No

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Staff Report with attachments; Application with attachments; Title IV, Land Use Section – Blue Springs Code of Ordinances (by reference); 2014 Comprehensive Plan (by reference)
2. Bill approving the Conditional Use Permit;
3. Bill approving the Final Plat

REVIEWED BY:

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

PLANNING APPLICATION REVIEW STAFF REPORT

Meeting Dates:	Planning Commission: August 12, 2024	City Council: August 19, 2024 (Conditional Use Permit & Final Plat Only)
Project Name:	***Google Fiber MCI Hut 156***	
Site Location:	2201 NW South Outer Road	
Project Request:	CUP-06-24-9202; Conditional Use Permit with Alternative Development Standards to allow for a deviation from the Parking and Loading section of the Unified Development Code. PP-06-24-9204; Preliminary Plat to show the general layout of the site PF-06-24-9203; Final Plat for 1.96 +/- acres on one (1) lot for the CCRI Outer Road Lot	

Applicant: Robert Vaccaro P.E. | BHC
Property Owner: CCR Investments LLC
Staff Planner: Dave McCumber | Development Review Manager

Project Description: The applicant is requesting approval for a Conditional Use Permit with Alternative Development Standards, Preliminary Plat, and Final Plat for the Google Fiber MCI Hut 156 located at 2201 NW South Outer Road. The Conditional Use Permit is to allow the "Utility, Major" land use in the "GB" (General Business) zoning district. The site and associated building will be utilized to house fiberoptic equipment, which will be used to serve Blue Springs and the surrounding area. The building area is approximately 360 sq ft and is surrounded by a vinyl security fence, which encloses 1,792 sq ft. The proposed development will be unmanned and only be visited by Google technicians on a weekly basis. The Final Plat is for one (1) lot on 1.96 +/- acres of land. The property already includes an electronic billboard.

Staff Recommendation: Staff recommends approval with conditions of the Conditional Use Permit, Preliminary Plat, and Final Plat. Conditions are identified at the end of the staff report.

Previous Actions:

Date	Review Body	Action
N/A		

Future Applications: The Conditional Use Permit, Preliminary Plat, and Final Plat will be reviewed concurrently. The Final Plat must be recorded at Jackson County.

Adjacent Properties:

Direction	Current Zoning	Current Land Use(s)
North:	"LI" (Light Industrial)	Industry, General
South:	"SO" (Service/Office)/"RC" (Regional Commercial	Office, General/Building or Construction Contractor
East:	N/A	I-70
West:	"GB" (General Business)	Office, Small

Conditional Use Permit, Preliminary Plat, Final Plat
CUP-06-24-9202; PP-06-24-9204; PF-06-24-9203
Google Fiber MCI Hut 156
Exhibit #1

CONDITIONAL USE PERMIT, PRELIMINARY PLAT, & FINAL PLAT ANALYSIS

A conditional use permit provides flexibility for different uses within a zoning district and allows the potential for additional uses that due to their varying design and operational characteristics of the use or due to conditions in the area are not generally appropriate in that district but require a case-specific review to determine the compatibility in a specific context and location.

Preliminary Plat Requirements: The proposed Preliminary Plat meets the minimum standards described in the Unified Development Code (UDC) Section 403.050 and submittal requirements provided in the Preliminary Plat application.

Final Plat Requirements: The proposed Final Plat meets the minimum standards described in UDC Section 403.050 and submittal requirements provided in the Final Plat application.

Land Use: The proposed use of the property is "Utility, Major" which is allowed in the "GB" (General Business) zoning district with a Conditional Use Permit.

Preservation: The site currently houses an electronic billboard, which will remain east of this proposed development. There is a dense tree buffer along the west and east property lines, which will be undisturbed.

Phasing: This development will be completed in one phase.

Modifications Requested: The applicant is proposing the following modifications through Alternative Development Standards related to either the building type ("General Commercial") or zoning district ("GB" – General Business) regulations and development standards:

- **Per UDC Section 407.010 (C), Parking and Loading – Required Parking, request to eliminate the required one (1) parking space for the Utility, Major land use.**

Traffic: A Traffic Impact Study is not required for this project given the nature of this development

Stormwater: Stormwater is not expected to be impacted given the nature of this development.

Sanitary Sewer: There are no expected impacts on the sanitary sewer system given the nature of this development.

Streets & Sidewalks: There is one (1) existing access point off NW South Outer Road. This access point is proposed to remain but will be paved to meet the City's standards for commercial drives.

Building Typology: UDC Chapter 405 does not provide a building type that can be appropriately applied to the proposed land use, nor are there any special use standards for the "Utility – Major" land use. Therefore, staff has evaluated the use and any lot size, setback, height, building coverage, etc. requirements based on the site and surrounding properties.

Height and Area: Per UDC Section 411.020.F.3.f, utility poles, water towers and support structures are exempt from height requirements. The proposed height of the utility building is 10.58-ft. and is approximately 360 sq ft.

Setbacks: As previously noted, there is not an appropriate building type that applies to the "Utility – Major" land use. Therefore, staff has evaluated setbacks based on the site and surrounding properties. The location of the existing driveway and lease agreements on the land limit the east to west location of the utility building on the site. Staff believes that the proposed 319.3-ft east and 457.65-ft west side yard setbacks are appropriate for this development. The front yard setback of 45-ft allows the driveway to be long enough for a service vehicle to pull on to the site and park at a safe distance from NW South Outer Road while visiting the facility. The 35-ft setback from the rear property line, which abuts the I-70 corridor, appears to be appropriate and positions the utility building in line with the existing electronic billboard that exists on the property. Surrounding properties in the immediate area share similar setback characteristics.

Architectural Character: The site includes one (1) building that uses a tan colored aggregate for its exterior facades. The building will be screened by an opaque fence, making the view from NW South Outer Road minimal.

Parking: The existing driveway will be improved from gravel to a code compliant paving material as indicated on the site plan. The driveway is 12-ft in width and extends from NW South Outer Road to the facility's gates more than 36-ft from the roadway. **The applicant has requested an Alternative Development Standard from the UDC's parking requirements. Google has leased 1,792 sq ft from the property owner, which will be completely occupied by the Fiber Hut facility with no additional space for off-street parking. The applicant has stated that because of this reason and the fact that the facility will be visited so irregularly, they desire to not build a parking space and use the driveway to park on when needed. The driveway's length will be able to accommodate a parked vehicle with no overhang into the public right-of-way. The parking requirements for the Utility, Major land use is based on a Schedule B Parking Requirement, which equates to one (1) parking space per 1,000 sq ft of building area.** Vehicular parking is required and proposed as follows:

Land Use	Required	Provided
"Utility, Major"	Schedule B Parking 1 Space	0

Bicycle Parking is not required for the Utility, Major land use.

Pedestrian Access: The City will not require the installation of curbs and sidewalks along this property's frontage given the size of the proposed development and that there are existing sidewalks in the area, however, located on the south side of the road. When the properties to the south of this site develop, sidewalks will be constructed in the right-of-way adjacent to those sites.

Frontage & Landscaping: Given that this development is purposing a utility building, which is not recognized in the Building Type Section of Chapter 407, the applicant will not be required to install

landscaping on the property, however, the building will be screened with an opaque fence. The site does contain existing vegetation with a dense screening of undergrowth and mature trees along the west and east property lines.

Outdoor Lighting: Building-mounted wall packs are proposed for the building, which are meant to light the interior of the site for technicians visiting the facility. Light should be constrained to within the interior of the screened lot.

Review Criteria: *A Conditional Use Permit shall be reviewed according to the following criteria:*

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

   STAFF RESPONSE: The request supports the intent of the "GB" zoning district which is *intended to accommodate general trades and commercial services at specific points on arterials outside central or neighborhood business districts and is particularly appropriate adjoining a major highway*. The Utility, Major land use is proposed to support the existing and future expansion of the fiber network in Blue Springs and the immediate area.

2. Compliance of any proposed development with the requirements of this Development Code.

   STAFF RESPONSE: The project meets the requirements of the Unified Development Code, except that of Section 407.010 Parking and Loading. The applicant has requested an Alternative Development Standard from that section of the code.

3. Whether any additional site-specific conditions are necessary to meet the purposes and intent of this Development Code and the intent or design objectives of any applicable Subsections of this Development Code.

   STAFF RESPONSE: Since the building type is not listed in the UDC, there are no specific standards provided for a project of this nature. Whereas landscape buffering would have been required for the development, the applicant has elected to, and staff supports utilize existing vegetation on two sides and provide an 8-ft tall vinyl privacy/security fence. Based on previous Utility, Major land use developments in the city, staff believes the project meets the intent of the UDC.

4. The impact on the public realm, including the design and functions of streetscapes and relationships of building and site elements to the streetscape.

   STAFF RESPONSE: Staff does anticipate the project will have a substantial impact on the public realm since the development area and building are setback and screened from NW South Outer Road and take up a relatively small area on the property.

5. The adequacy of drainage, utilities, and other public facilities.

   STAFF RESPONSE: Largely, because the size and nature of the utility building, staff has no concerns with drainage, utilities and other public facilities.

6. Compatibility with the character of the area in terms of building scale, building form, landscape and site design.

   STAFF RESPONSE: This development consists of the 10.58-ft high, 360 +/- sq ft building, which is completely screened with an opaque fence. Given the development location along I-70, the existing electronic billboard directly adjacent to the project on the same property and the scale and elevation of buildings in the

   immediate area, the scale, form, and design are compatible with the surrounding area.

7. Compatibility with the area in terms of operating characteristics such as hours of operation, visible and audible impacts, traffic patterns, intensity of use as proposed or foreseeable, and other potential impacts on adjacent property.

   STAFF RESPONSE: The proposed project is compatible with the area in terms of operating characteristics such as hours of operation, visible and audible impacts, traffic patterns, intensity of use as proposed or foreseeable, and other potential impacts on adjacent property. The site will be visited by fiber technicians on a weekly basis and during emergency events. The proposed Utility Major land use will not be incompatible with surrounding land uses.

8. The application will not prevent development and use of the neighboring property in accordance with the applicable development regulations.

   STAFF RESPONSE: The proposal will not prevent development and use of the neighboring property in accordance with the applicable development regulations.

9. The long-range plans applicable to the site and surrounding area are not negatively impacted considering the permanence of the proposed use, the permanence of existing uses in the area, and any changes in character occurring in the area.

   STAFF RESPONSE: The proposed land use is compatible with long-range plans and does not negatively impact adjacent properties based on existing zoning districts and land uses.

10. The recommendations of professional staff.

    STAFF RESPONSE: Staff recommends approval of the Conditional Use Permit with conditions listed below.

Findings of fact identifying and evaluating all factors relevant to the application shall be made part of the public record. Approval shall be subject to those specific facts and any additional conditions made as part of the review and approval. Any amendment to a conditional use permit shall require the same process as the original approval.

Review Criteria: *Alternative Development Standards shall be reviewed according to the following criteria:*

1. That the proposed alternative development standard(s) will better serve the public interest by the establishment of the proposed alternative development standard(s).

STAFF RESPONSE: The proposed Alternative Development Standard has no impact on the level or quality of service provided to the public. The applicant has requested not to meet the parking space requirements of the UDC through an Alternative Development Standard. The applicant would like to instead accommodate the one (1) parking space by allowing the end of the driveway, nearest the proposed facility and furthest from NW South Outer Road, to serve as the required parking space as the facility is not visited by the public and so infrequently.

2. That the proposed alternative development standard(s) will be consistent with the objectives, policies and general land uses and programs specified in the City's Comprehensive Plan.

   STAFF RESPONSE: The proposed Alternative Development Standard has minimal impact on the overall objectives, policies and general land uses of the Comprehensive Plan.

3. That the proposed alternative development standard(s) is consistent with other provisions of this Chapter.

   STAFF RESPONSE: The proposed Alternative Development Standard is consistent with other provisions of this Chapter since the request for meeting the parking requirement of one (1) parking space can be achieved, if approved, on the proposed driveway nearest the facility and away from NW South Outer Road.

4. That the location, size, design, and operating characteristics of the proposed alternative development standard(s) will not create unusual noise, traffic or other conditions or situations that may be objectionable, detrimental, or incompatible with other permitted uses in the vicinity.

   STAFF RESPONSE: The proposed Alternative Development Standard will not create unusual noise, traffic or other conditions or situations that may be objectionable, detrimental, or incompatible with other permitted uses in the vicinity. Since the request is to deviate from the design of a parking space, according to the UDC, staff supports this request largely due to the operating characteristics of this facility once completed.

5. That the proposed alternative development standard(s) will not result in conditions or circumstances contrary to the public health and safety and the general welfare.

   STAFF RESPONSE: Staff does not believe the proposed Alternative Development Standard will result in conditions or circumstances contrary to the public health, safety, and general welfare.

Review Criteria: *A Preliminary Plat shall be reviewed based on the following criteria:*

1. The application is in accordance with the Comprehensive Plan and any official plan or program developed under the guidance of the Comprehensive Plan. In particular, the physical patterns, arrangement of streets, blocks, lots and open spaces, and public realm investments reflect the principles and concepts of the plan.

STAFF RESPONSE: The application is in accordance with the Comprehensive Plan.

2. Compliance with the requirements of this Development Code. In particular, the blocks and lots proposed are capable of meeting all development and site design standards under the existing or proposed zoning.

   STAFF RESPONSE: The proposed plan is in compliance with the requirements of this Development Code, if the request for an Alternative Development Standard is approved.

3. Any phasing proposed in the application is clearly indicated and demonstrates a logical and coordinated approach to development, including coordination with existing and potential development on adjacent property.

   STAFF RESPONSE: The development is proposing one (1) phase.

4. Any impacts identified by specific studies or technical reports, including a preliminary review of storm water, are mitigated with generally accepted and sound planning, engineering, and urban design solutions, that reflect long-term solutions and sound fiscal investments.

   STAFF RESPONSE: Specific studies or technical reports were not required of this development given the scale of the project and its operational characteristics.

5. The application does not deter any existing or future development on adjacent property from meeting the goals and policies of the Comprehensive Plan.

   STAFF RESPONSE: The application does not deter any existing or future development or goals and policies of the Comprehensive Plan.

6. The design does not impede the construction of future public infrastructure within the area.

   STAFF RESPONSE: The existing site will not impede the construction of future public infrastructure within the area.

7. The recommendations of professional staff.

   STAFF RESPONSE: Staff recommends approval of the Preliminary Plat with conditions.

Approval of the preliminary plat shall constitute acceptance of the overall planning concepts for the subdivision and is a prerequisite for the filing of a final plat. After approval of the preliminary plat the applicant may proceed with the construction plans and submit the proposed final plat for review and approval.

Review Criteria: *A Final Plat shall be reviewed based on the following criteria:*

1. The layout and design of the final plat is in substantial compliance with the approved preliminary plat considering the number of lots or parcels; the block layout, street designs and access; the open space systems and civic design elements; the infrastructure systems; or other elements of coordinated developments.

STAFF RESPONSE: The final plat is in substantial compliance with the proposed preliminary plat considering the number of lots, layout, and access.

2. The construction plans meet all technical specifications.

   STAFF RESPONSE: A Right-Of-Way Permit to construct the improved driveway approach will be required of this project but is not necessary ahead of the approval of this Final Plat.

3. The phasing and timing of public improvements ensures construction and performance guarantees.

   STAFF RESPONSE: This project is limited to a single Right-Of-Way Permit to construct the driveway approach from NW South Outer Road.

4. Any deviations in the final plat brings the application in further compliance with the Comprehensive Plan and the purposes and intent of this Code.

   STAFF RESPONSE: There are no deviations from the Preliminary Plat proposed in the Final Plat.

5. Covenants meeting the City's approval and containing all requirements of the UDC are approved by the City Attorney's office.

   STAFF RESPONSE: Although staff does not believe any covenants or restrictions are being proposed, the City does not approve nor enforce private covenants and restrictions.

6. The recommendations of professional staff.

   STAFF RESPONSE: Staff recommends approval with conditions of the Final Plat.

Staff finds that the application for Final Plat meets all of the above review criteria. Approval of a final plat shall not constitute acceptance of public improvements. Such acceptance will require separate, formal action of the City Council.

Staff Recommendation:

Staff recommends approval of the Conditional Use Permit application with the following conditions:

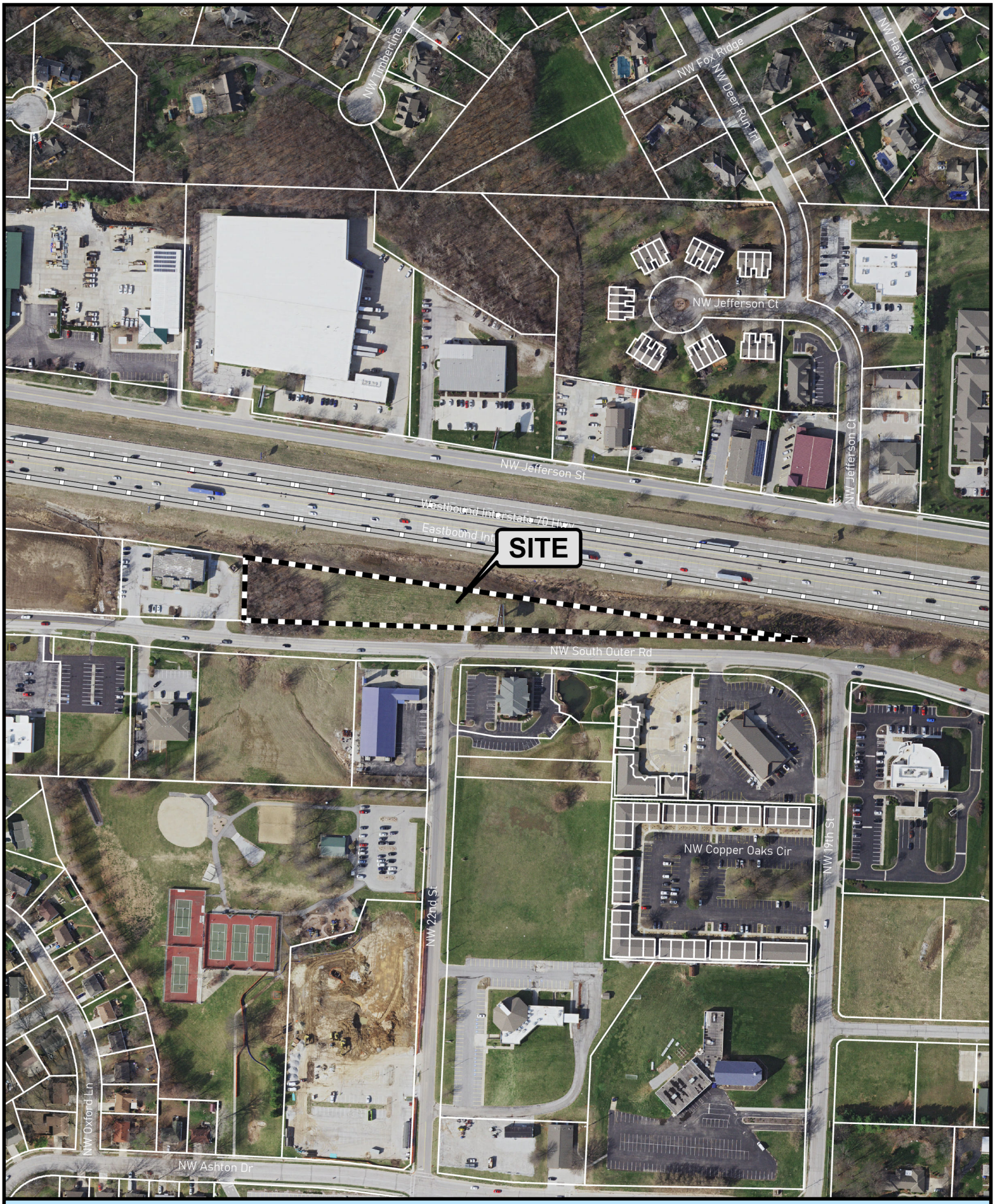
1. Approval based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC, unless modified by the Alternative Development Standards.
   a. Waive the requirement of one (1) off-street parking space as required by the UDC.
2. The Conditional Use Permit allows the "*Utility, Major"* land use in the "GB" (General Business) zoning district at 2201 NW South Outer Road.
3. If further site development is proposed in the future, compliance with the UDC will be required.

Staff recommends approval of the Preliminary Plat application with the following conditions:

1. Approval by the Planning Commission based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC.

Staff recommends approval of the Final Plat application with the following conditions:

1. Approval based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC.
2. The Final Plat must be recorded with Jackson County.

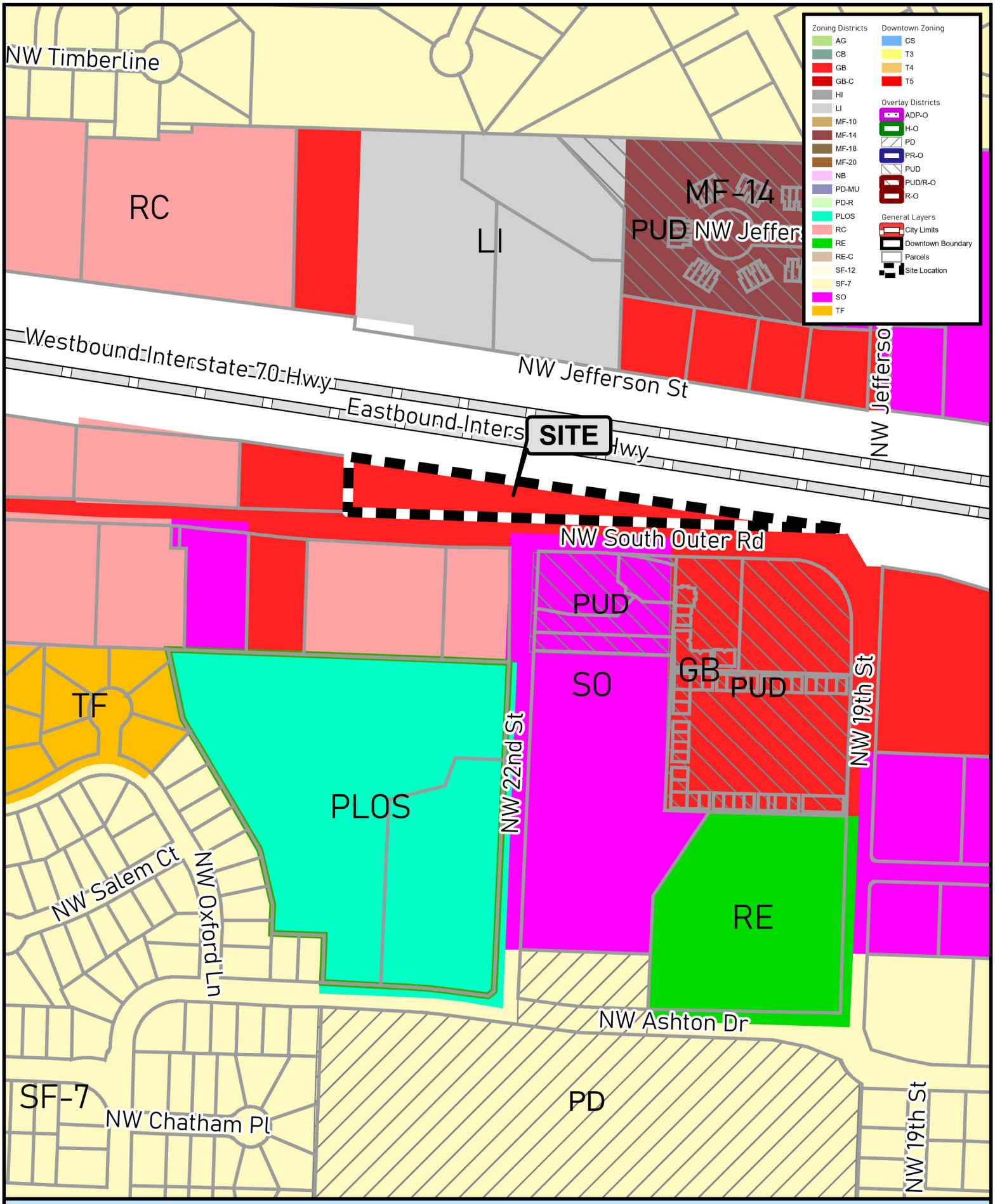


The City of Blue Springs Missouri

CUP-06-24-9202 | PF-06-24-9203 | PP-06-24-9204
2201 NW SOUTH OUTER ROAD
PARCEL # 35-620-06-01-00-0-00-000
AERIAL LOCATION MAP

N

1 inch = 264 feet
Date: 7/23/2024



The City of Blue Springs Missouri

CUP-06-24-9202 | PF-06-24-9203 | PP-06-24-9204
2201 NW SOUTH OUTER ROAD
PARCEL # 35-620-06-01-00-0-00-000
SITE LOCATION MAP

N

1 inch = 300 feet

Date: 7/23/2024

GOOGLE FIBER
MCI HUT 156
SITE PLANS

2201 NW SOUTH OUTER RD
BLUE SPRINGS, MO 64015

PROJECT INFORMATION

HOURS:
Monday–Saturday 7:30 AM – 6:00 PM
Sunday: 9:00 AM – 6:00 PM

DEVELOPER

NAME: GOOGLE FIBER
ADDRESS: 908 BROADWAY BLVD, FLOOR 5
KANSAS CITY, MO 64105
CONTACT: THOMAS LOGSDON
E. TLOGSDON@GOOGLE.COM

ENGINEER/APPLICANT

NAME: BHC

ADDRESS: 7101 COLLEGE BLVD, STE 400
OVERLAND PARK, KS 66210
CONTACT: ROBERT VACCARO, P.E.
(913) 663–1900
ROBERT.VACCARO@IBHC.COM

PROPERTY INFORMATION

OWNER: CCR Investments LLC
ADDRESS: 2201 NW South Outer Rd,
Blue Springs, MO 64015

CURRENT ZONING: GB – GENERAL BUSINESS
EXISTING USE: BILLBOARD/VACANT
PROPOSED USE: UTILITY MAJOR, SMALL
INDUSTRIAL/WORKSHOP BUILDING

BUILDING AND SITE DATA

COMPOUND AREA: 1792 SF
PROPOSED BUILDING
AREA: 360 SF
HEIGHT: 11 FT

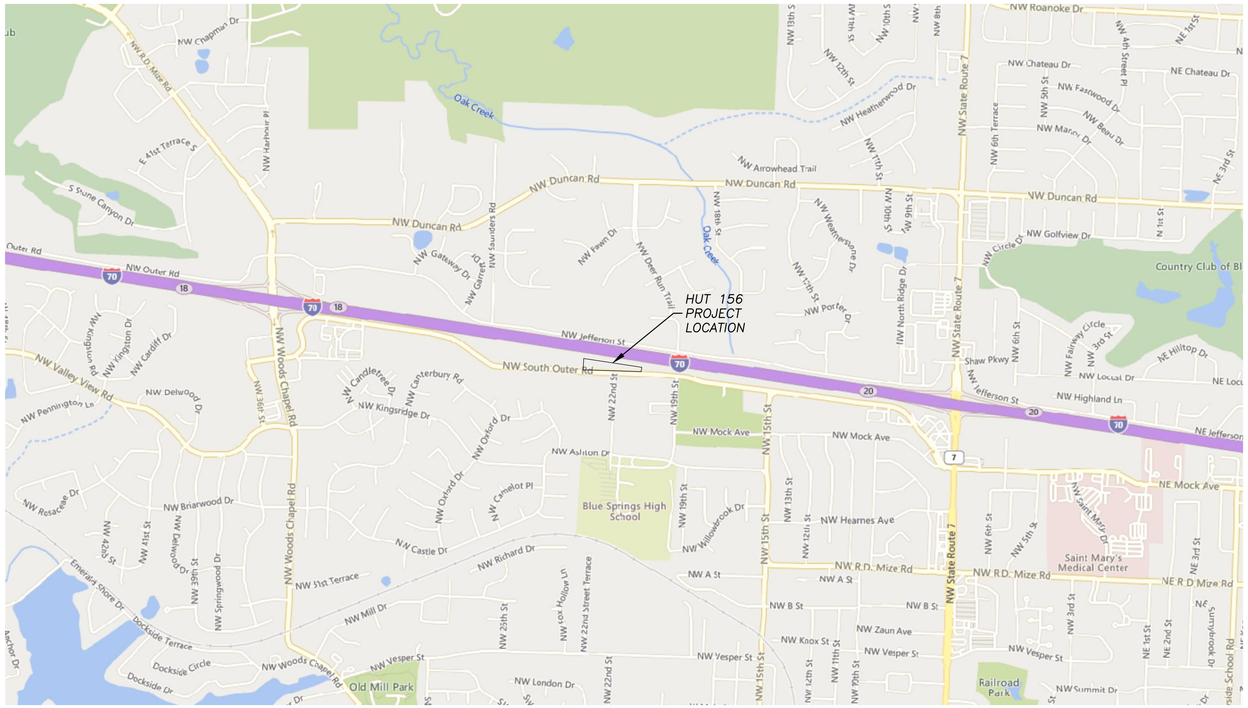
ALTERNATIVE DEVELOPMENT STANDARDS

OFF–STREET PARKING REQUIREMENT
– PARKING ON PROPOSED DRIVE
LANDSCAPE BUFFER REQUIREMENT
– SOLID FENCE SCREENING

UTILITY CONTACTS

POWER: EVERGY
CONTACT: TBD
PHONE: NUMBER
EMAIL: NAME@EMAIL.COM

GAS: SPIRE
CONTACT: Cody Baze
PHONE: 816–510–9713
EMAIL: cody.baze@spireenergy.com



VICINITY MAP

SHEET INDEX

GENERAL

COV	COVER SHEET
2.0	PROPERTY PLAT
3.0	SITE PLAN
4.0	BUILDING DETAILS

PREPARED & SUBMITTED BY:

BHC
Overland Park, Kansas

Robert Vaccaro, P.E.
Missouri P.E. No. 2019000225

APPROVED BY:

CITY OF BLUE SPRINGS

Conditional Use Permit, Preliminary Plat, Final Plat
CUP-06-24-9202; PP-06-24-9204; PF-06-24-9203
Google Fiber MCI Hut 156
Exhibit #2

Rev.	Date	Description	By	App.
REV1	7/18/24	REVISED PER CUP COMMENTS	BAM	RSV
REV2	7/30/24	REVISED PER CUP COMMENTS	BAM	RSV

STATE OF MISSOURI
ROBERT S. VACCARO
NUMBER PE-2019000225
PROFESSIONAL ENGINEER

BHC
CIVIL ENGINEERING / SURVEYING / UTILITIES
7101 College Blvd., Suite 400
Overland Park, Kansas 66210
P: (913) 663-1900
BHC is a trade name of Benchmark Engineering Corporation, P.A.

Prepared For: GOOGLE FIBER INC.

GOOGLE FIBER MCI HUT 156
2201 NW SOUTH OUTER RD
BLUE SPRINGS, MO 64015

CONDITIONAL USE PERMIT
SITE PLANS
COVER SHEET

Design: BAM	Drawn: BAM
Checked:	RSV
Issue Date:	6/27/2024
Project No.:	032030.92.01

1 of 4

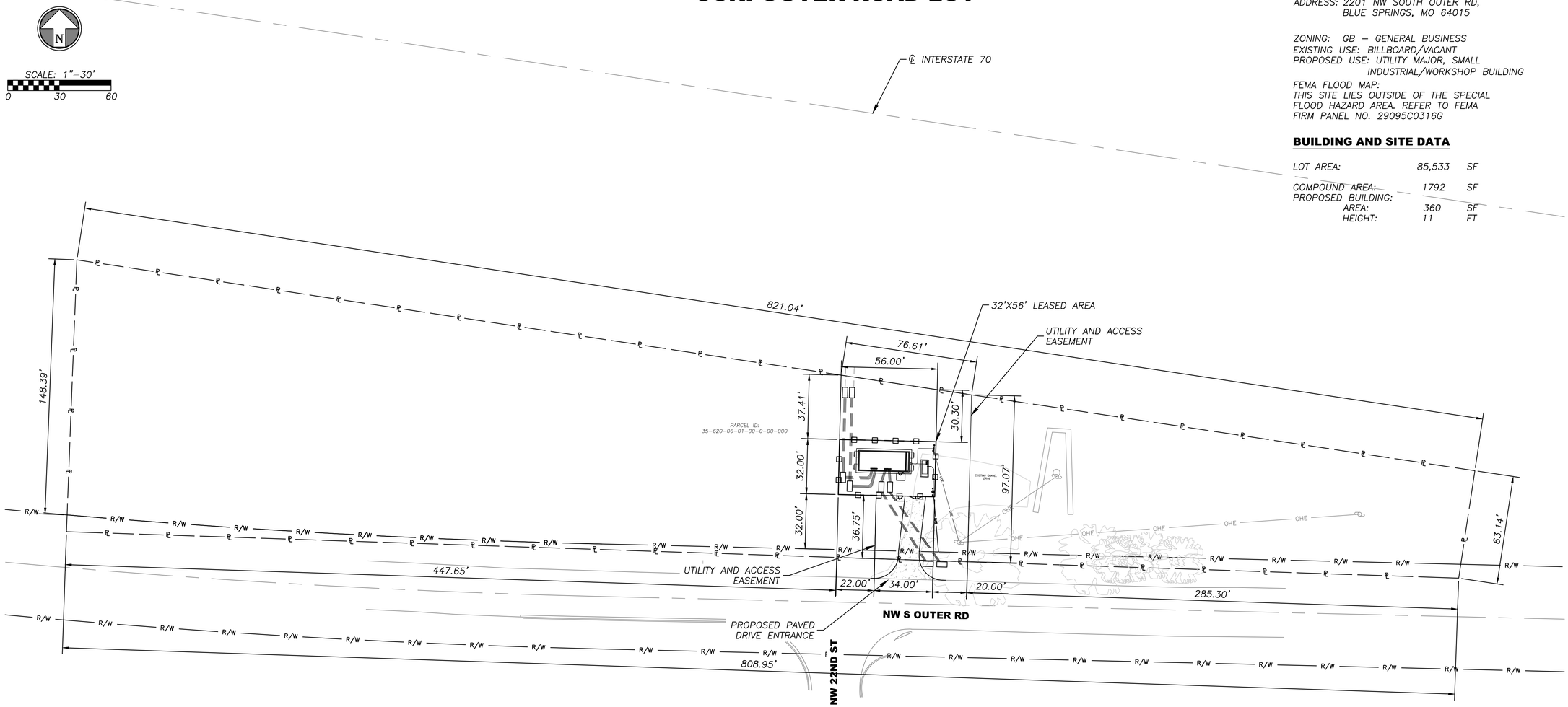
COV

Jul 30, 2024 – 4:14pm Plotted By: ben.mullinnix T:\032030.92.01 GF MCI HUT 156\DWG\Eng\Sheet\MCI 156–SHTS–SITE–COVR.dwg Layout: COVER SHEET – PRELIM

Received
07/31/2024 9:47:08 AM

PRELIMINARY PLAY OF:

CCRI OUTER ROAD LOT



PROPERTY INFORMATION

PROPERTY OWNER: CCR INVESTMENTS LLC
ADDRESS: 2201 NW SOUTH OUTER RD,
BLUE SPRINGS, MO 64015

ZONING: GB – GENERAL BUSINESS
EXISTING USE: BILLBOARD/VACANT
PROPOSED USE: UTILITY MAJOR, SMALL INDUSTRIAL/WORKSHOP BUILDING
FEMA FLOOD MAP:
THIS SITE LIES OUTSIDE OF THE SPECIAL FLOOD HAZARD AREA. REFER TO FEMA FIRM PANEL NO. 29095C0316G

BUILDING AND SITE DATA

LOT AREA:	*85,533*	*SF*
COMPOUND AREA:	*1792*	*SF*
PROPOSED BUILDING:		
AREA:	*360*	*SF*
HEIGHT:	*11*	*FT*

PLAT DESCRIPTION

A Tract of land lying and situated in part of the Northwest Quarter of Section 25, Township 49 North, Range 31 West of the Sixth Principal Meridian, in the City of Blue Springs, Jackson County, Missouri, said Tract as surveyed by Joseph H. McLaughlin, PLS - 2012018392, with BHC, MO CLS 2006009875-F, being more particularly described by metes and bounds as follows:

(Note: For course orientation the bearings in this description are based on the South line of the Northwest Quarter of Section 25, Township 49 North, Range 31 West, having a bearing of North 88° 05' 16" West, referenced to the Missouri State Plane Coordinate System, South Zone, NAD83.)

COMMENCING at the Center section corner of Section 25, Township 49 North, Range 31 West, monumented by a found 1/2-inch reinforcing rod with cap stamped S2455;

Thence North 88° 05' 16" West, 522.45 feet, on the South line on said Northwest Quarter of said Section 25, Township 49 North, Range 31 West;

Thence North 08° 35' 11" East, 8.15 feet, on the Southerly prolongation of the East line of the subject property, established by a warranty deed, recorded as Instrument Number 2018E0098594, to a point on the North Right-of-Way line of NW South Outer Road, and the POINT OF BEGINNING of the Tract of land herein described;

Thence, continuing on said North Right-of-Way line, North 88° 38' 42" West, 498.86 feet;

Thence Northwesterly on a tangent curve, having a radius of 5078.98 feet, to the right, an arc length of 311.13 feet, on said North Right-of-Way, to a point on the West line of the Southeast Quarter of the said Northwest Quarter, Section 25, Township 49 North, Range 31 West, said curve having a chord bearing of North 86° 53' 24" West and a chord distance of 311.08 feet;

Thence North 02° 12' 30" East 148.39 feet, on said West line, to its intersection with the South Right-of-Way line of Interstate 70;

Thence South 81° 24' 49" East, 821.04 feet, on said South Right-of-Way line, to a found Right-of-Way marker;

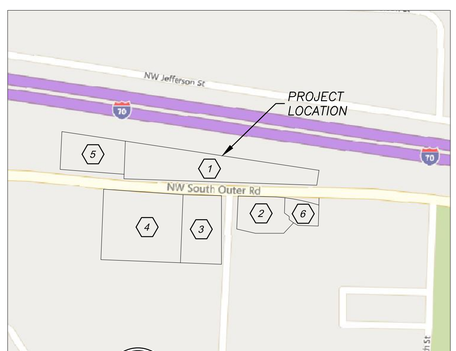
Thence South 08° 35' 11" West, 54.99 feet, to the POINT OF BEGINNING, said Tract containing 85,533 square feet or 1.9636 acres.

LEGEND

- *OHE* — *EXISTING OVERHEAD ELECTRIC LINE*
- *EXISTING UTILITY POLE*
- *PROPERTY LINE*
- *R/W* — *RIGHT–OF–WAY*
- *FIBER OPTIC CABLE (INSTALLED BY OTHERS)*
- *U/E* — *UTILITY AND ACCESS EASEMENT*
- *FIBER VAULT*
- *PROPOSED SECURITY FENCE*
- *PROPOSED CONDUIT FIBER*
- *GAS* — *PROPOSED GAS SERVICE LINE*
- *PROPOSED GROUNDING GRID*
- *UGE* — *PROPOSED UNDERGROUND ELECTRIC LINE*
- *PROPOSED GRAVEL SURFACE*
- *PROPOSED CONCRETE SURFACE*
- *PROPOSED PAVED SURFACE*

SURROUNDING PROPERTIES

1. *PROPERTY OWNER: CCR INVESTMENTS LLC*
   ADDRESS: 2201 NW SOUTH OUTER RD, BLUE SPRINGS, MO 64015
2. *PROPERTY OWNER: MCDANIEL REAL ESTATE HOLDINGS LCC*
   ADDRESS: 2150 NW SOUTH OUTER RD, BLUE SPRINGS, MO 64015
3. *PROPERTY OWNER: CCR INVESTMENTS LLC*
   ADDRESS: 2200 NW SOUTH OUTER RD, BLUE SPRINGS, MO 64015
4. *PROPERTY OWNER: CCR INVESTMENTS LLC*
   ADDRESS: 2300 NW SOUTH OUTER RD, BLUE SPRINGS, MO 64015
5. *PROPERTY OWNER: 2307 NW SOUTH OUTER RD LLC*
   ADDRESS: 2307 NW SOUTH OUTER RD, BLUE SPRINGS, MO 64015
6. *PROPERTY OWNER: WASHAM PROPERTIES LLC*
   ADDRESS: 2100 NW SOUTH OUTER RD, BLUE SPRINGS, MO 64015



VICINITY MAP

Rev.	Date	Description	By	App.
REV1	7/18/24	REVISED PER CUP COMMENTS	BAM	RSV

STATE OF MISSOURI
ROBERT S. VACCARO
NUMBER PE-2019000225
PROFESSIONAL ENGINEER

BHC
CIVIL ENGINEERING / SURVEYING / UTILITIES
7101 College Blvd., Suite 400
Overland Park, Kansas 66210
P: (913) 663-1900
BHC is a Missouri & Kansas Limited Liability Company, P.A.

Prepared For:
GOOGLE FIBER INC.

GOOGLE FIBER MCI HUT 156
2201 NW SOUTH OUTER RD
BLUE SPRINGS, MO 64015

PRELIMINARY PLAT OF:
CCRI OUTER ROAD LOT

Design: BAM	Drawn: BAM
Checked:	RSV
Issue Date:	7/18/2024
Project No.:	032030.92.01

1 of 1

1.0

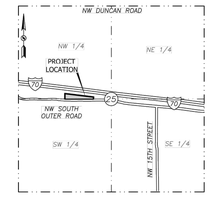
Jul 18, 2024 - 1:43pm Plotted By: ben.mullinnix T:\032030.92.01 GF MCI HUT 156\DWG\Eng\Sheet\CUP Plan\MCI 156-SHTS-SITE-PLAN.dwg Layout: PRELIMINARY PLAT

Received
07/18/2024 3:24:52 PM

Final Plat of:

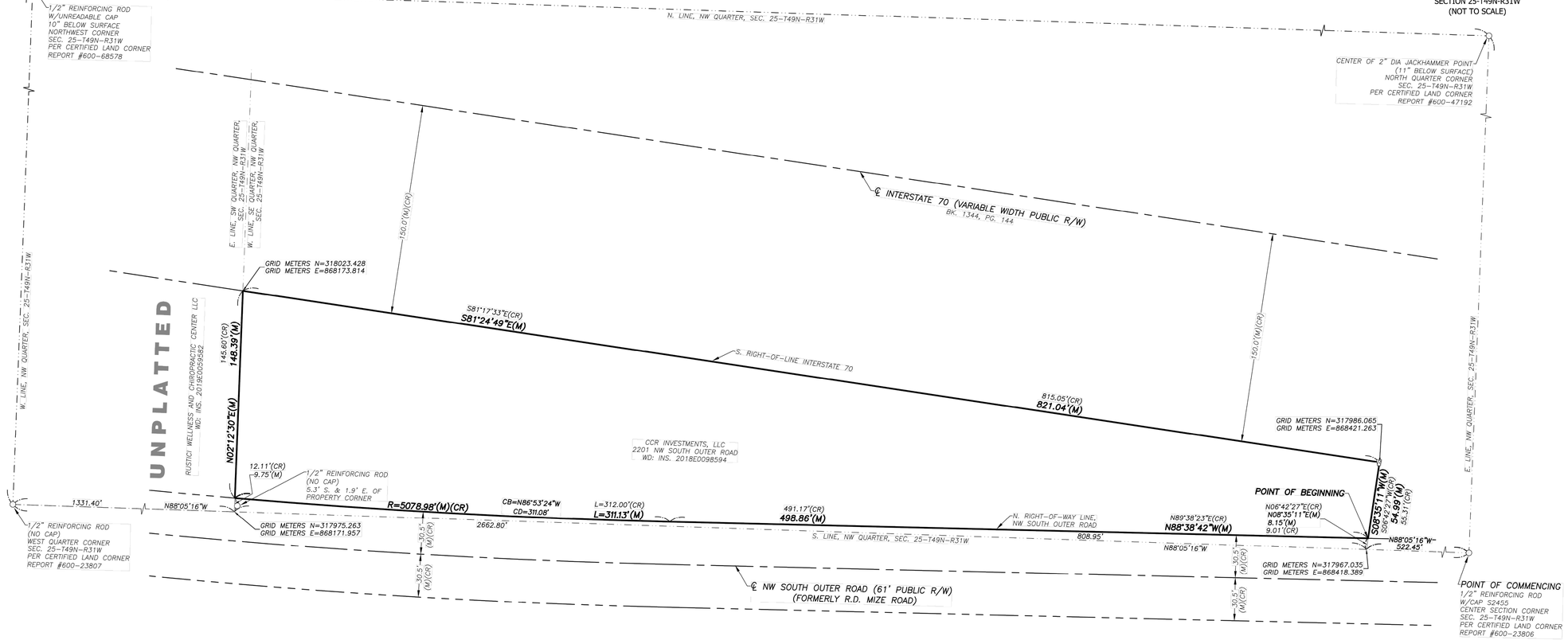
PART OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 49 NORTH, RANGE 31 WEST, BLUE SPRINGS, JACKSON COUNTY, MISSOURI

DRAFT



SECTION MAP
SECTION 25-T49N-R31W
(NOT TO SCALE)

GRAPHIC SCALE
40 0 40
1 inch = 40 feet



LEGEND

○	Found Survey Monument
⊠	Found Right-of-Way Marker
℄	Center Line
R=	Radius
L=	Arc Length
CB	Chord Bearing
CD	Chord Distance
R/W	Right-of-Way
(M)	Monumented
(CR)	Calculated from Record Dimensions
INS.	Instrument Number
⏚	Not To Scale

SURVEYOR
BHC
712 State Avenue
Kansas City, KS 66101
Ph.: (913) 371-5300
Fax: (913) 371-2677

OWNER
CCR Investments, LLC
3170 NE Carnegie Drive
Suite 400
Lee's Summit, MO 64064

OWNERSHIP AND ENCUMBRANCE REPORT

Issuing Office File Number: SKC0079182C
Effective Date: March 29, 2024 at 8:00 AM

Secured Title of Kansas City
1465 NE Douglas Street
Lee's Summit, MO 64086
(816)-471-1560

OWNERSHIP AND ENCUMBRANCE REPORT DESCRIPTION

The East 1/2 of the Northwest 1/4 of Section 25, Township 49, Range 31, lying Southerly of Interstate Highway Route 70, in Blue Springs, Jackson County, Missouri.

PLAT DESCRIPTION

A Tract of land lying and situated in part of the Northwest Quarter of Section 25, Township 49 North, Range 31 West of the Sixth Principal Meridian, in the City of Blue Springs, Jackson County, Missouri, said Tract as surveyed by Joseph H. McLaughlin, PLS - 2012018392, with BHC, MO CLS 2006009875-F, being more particularly described by metes and bounds as follows:

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Thence, continuing on said North Right-of-Way line, North 88° 38' 42" West, 498.86 feet;

Thence Northwesterly on a tangent curve, having a radius of 5078.98 feet, to the right, an arc length of 311.13 feet, on said North Right-of-Way, to a point on the West line of the Southeast Quarter of the said Northwest Quarter, Section 25, Township 49 North, Range 31 West, said curve having a chord bearing of North 86° 53' 24" West and a chord distance of 311.08 feet;

Thence North 02° 12' 30" East 148.39 feet, on said West line, to its intersection with the South Right-of-Way line of Interstate 70;

Thence South 81° 24' 49" East, 821.04 feet, on said South Right-of-Way line, to a found Right-of-Way marker;

Thence South 08° 35' 11" West, 54.99 feet, to the POINT OF BEGINNING, said Tract containing 85,533 square feet or 1.9636 acres.

GENERAL NOTES

1. Basis of Bearings: North 88° 05' 16" West along the South line of the Northwest Quarter, Section 25, Township 49 North, Range 31 West, referenced to the Missouri State Plane Coordinate System, West Zone (NAD83).
2. This survey is based on field work completed on or before the date shown in the title block or the following surveys:
   - A certificate of survey, performed by Harvey A. Jones on September 24, 1971, revised on October 14, 1971 and referenced as project number 22016.
   - A certificate of survey, performed by Harvey A. Jones on May 31, 1972 and referenced as project number 22246.
3. This Tract contains 85,533 square feet or 1.9636 acres.
4. Accuracy standard of this survey: Urban
5. This property appears to lie within Flood Zone "X" (Areas determined to be outside the 0.2% annual chance floodplain) OR Flood Zone "D" (Areas in which flood hazards are undetermined, but possible), as shown on the JACKSON COUNTY, MISSOURI AND INCORPORATED AREAS Flood Insurance Rate Map (F.I.R.M.).

   Map Number: 29095C0316G
   Panel No: 316 of 625
   Map Revised Date: January 20, 2017
6. Closure Summary:
   Precision: 1 part in 488,011.96'
   Error Distance: 0.004
   Error Direction: South 59° 00' 21" East
   Perimeter: 1,834.41'

SURVEYOR'S NOTES

1. This surveyor has made no search at the county Register of Deeds office or searched court documents for easements, vacations, Right-of-Way acquisitions, condemnations, court decrees or encumbrances that may affect this property. The aforementioned items shown hereon are based entirely upon the ownership and encumbrance report cited above. If any other easements, vacations, Right-of-Way acquisitions, condemnations, court decrees or encumbrances affect this property their existence is unknown to this surveyor and are therefore not shown.

PURPOSE STATEMENT

The subject property is being platted to satisfy commercial development requirements by the City of Blue Springs.

DEDICATION

The undersigned representatives for the owner of the above described land have caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision and plat shall hereafter be known as "CCRI OUTER ROAD LOT".

EXECUTION

IN TESTIMONY WHEREOF: CCR Investments, LLC, a Missouri Limited Liability Company, has caused this instrument to be executed this ____ day of _____, 2024.

CCR Investments, LLC

_____ _____
President Secretary

ACKNOWLEDGEMENT

STATE OF }
COUNTY OF }

On this ____ day of _____, 2024, before me, a Notary Public, personally appeared _____, President of CCR Investments, LLC, to me personally known to be the same person who executed the forgoing instrument of writing, and duly acknowledged the execution of same.

IN WITNESS THEREOF: I have hereunto set my hand and affixed my Notorial Seal on the date last above written.

My Commission Expires:_____

Notary Public:_____

APPROVALS

This hereby certifies that the accompanying plat of "CCRI OUTER ROAD LOT" was submitted to and approved by the Mayor and City Council of Blue Springs, Jackson County, Missouri on this _____ day of_____, 2024, by Ord. No. _____.

_____
Chris Lievsay, Mayor

_____
Erin Ford, City Clerk

_____
Christopher Henning, Planning Commission Chair

_____
James Burgess, P.E., City Engineer

_____
Mike Mallon, Senior Director of Community Development

APPROVED by the Jackson County Assessment Department:

By:_____

Date:_____

Name:_____

SURVEYOR'S STATEMENT

This survey was executed in accordance with the Missouri STANDARDS FOR PROPERTY BOUNDARY SURVEYS as set forth in Chapter 16 of the Rules of Department of Insurance, Financial Institutions and Professional Registration, Division 2030 - Missouri Board for Professional Land Surveyors.
(See Title Block for date, seal and signature.)

BHC, MO CLS 2006009875-F
Joseph H. McLaughlin, PLS - 2012018392

Rev.	Date	Description	By	App.
REV1	7/18/24	REVISED PER CUP COMMENTS	BAM	RSV
REV2	7/30/24	REVISED PER CUP COMMENTS	BAM	RSV

CLS 2006009875-F
STATE OF MISSOURI
JOSEPH H. MCLAUGHLIN
NUMBER PLS-2012018392
PROFESSIONAL LAND SURVEYOR

BHC
CIVIL ENGINEERING / SURVEYING / UTILITIES
7101 College Blvd., Suite 400
Overland Park, Kansas 66210
P: (913) 663-1900
BHC is a Missouri & Kansas Limited Liability Company, P.A.

Prepared For: GOOGLE FIBER INC.

GOOGLE FIBER MCI HUT 156
2201 NW SOUTH OUTER RD
BLUE SPRINGS, MO 64015

CONDITIONAL USE PERMIT
SITE PLANS
PROPERTY PLAT

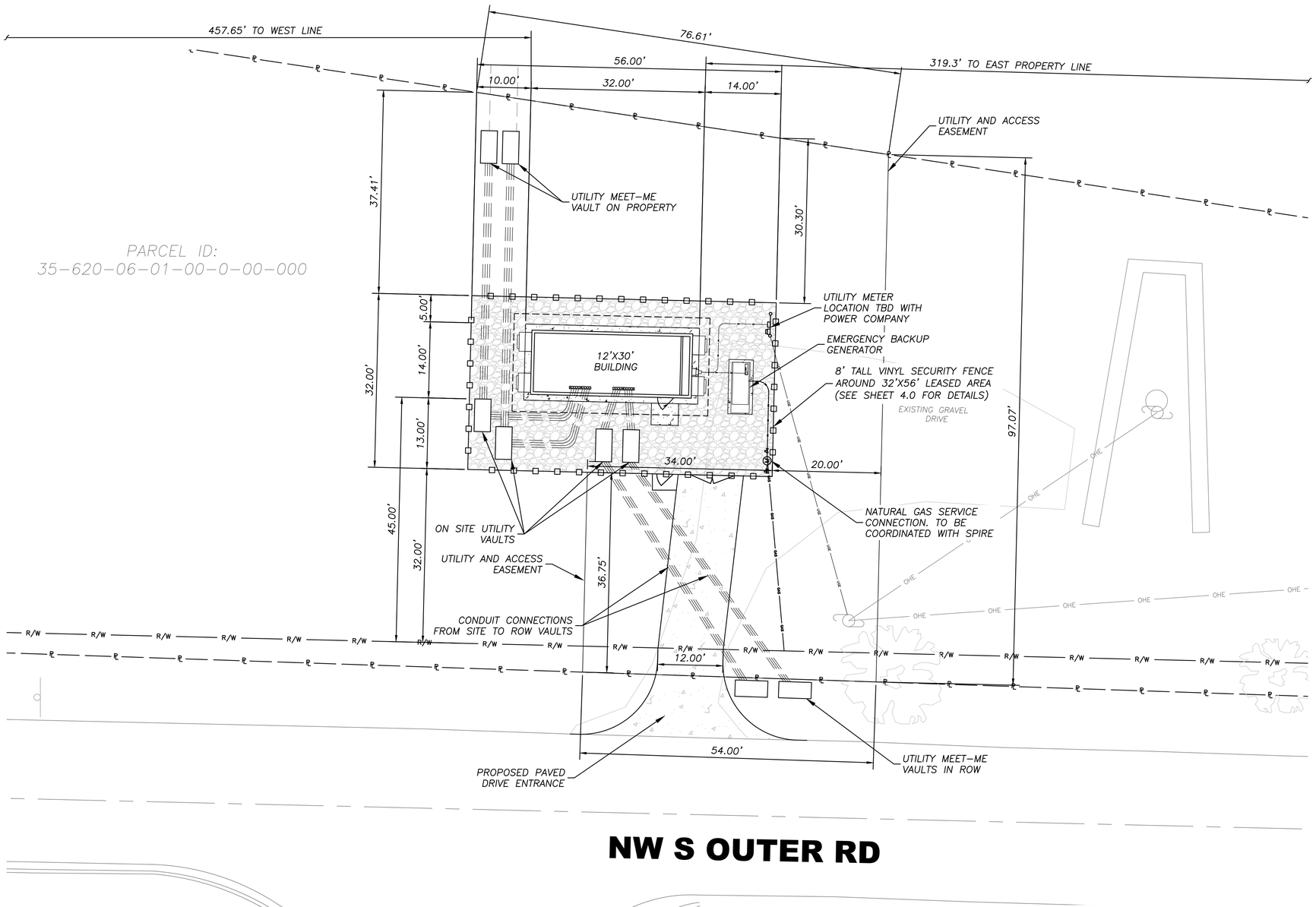
Design: BAM	Drawn: BAM
Checked:	RSV
Issue Date:	6/27/2024
Project No.:	032030.92.01

2 of 4

2.0

Received
07/31/2024 9:47:10 AM

Jul 30, 2024 – 4:14pm Plotted By: ben.mullinnix T:\032030.92.01 GF MCI HUT 156\DWG\Eng\Sheet\CUP Plan\MCI 156--PROPERTY PLAT.dwg Layout: SURVEY



PROPERTY INFORMATION

PROPERTY OWNER: CCR INVESTMENTS LLC
ADDRESS: 2201 NW SOUTH OUTER RD,
BLUE SPRINGS, MO 64015

ZONING: GB – GENERAL BUSINESS
EXISTING USE: BILLBOARD/VACANT
PROPOSED USE: UTILITY MAJOR, SMALL INDUSTRIAL/WORKSHOP BUILDING
FEMA FLOOD MAP:
THIS SITE LIES OUTSIDE OF THE SPECIAL FLOOD HAZARD AREA. REFER TO FEMA FIRM PANEL NO. 29095C0316G

BUILDING AND SITE DATA

COMPOUND AREA:	1792	SF
PROPOSED BUILDING:		
AREA:	360	SF
HEIGHT:	11	FT

SETBACKS:

	REQUIRED	PROPOSED
FRONT	0–45'	45'
BACK	10' min	35'

SITE ACCESS AND PARKING ALTERNATIVE:
THE EXISTING GRAVEL ACCESS TO BE IMPROVED TO A PAVED SURFACE CONFORMING TO THE CITY OF BLUE SPRINGS STANDARDS. AN ALTERNATIVE TO OFF-STREET PARKING REQUIREMENTS IS REQUESTED AS THIS SITE IS UNOCCUPIED AND WILL GENERATE LESS THAN A SINGLE TRIP PER DAY. TECHNICIANS WILL USE THE PAVED DRIVE AND OPEN AREA WITHIN FENCED COMPOUND TO PARK AND WORK

BUILDING VERSION NOTE

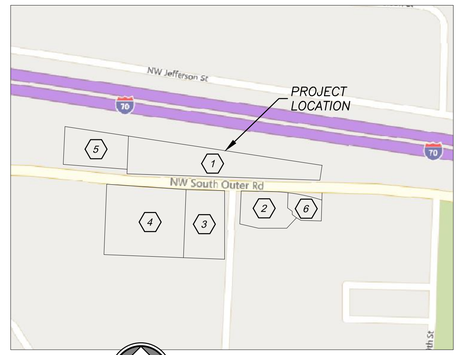
1) BUILDING AND FOUNDATION DIMENSIONS BASED ON FIBERBOND DWG. NO: D11555
DATED: 3/27/2023

LEGEND

- OHE — EXISTING OVERHEAD ELECTRIC LINE
- EXISTING UTILITY POLE
- ℄ — PROPERTY LINE
- R/W — RIGHT-OF-WAY
- FIBER OPTIC CABLE (INSTALLED BY OTHERS)
- U/E — UTILITY AND ACCESS EASEMENT
- FIBER VAULT
- PROPOSED SECURITY FENCE
- PROPOSED CONDUIT FIBER
- GAS — PROPOSED GAS SERVICE LINE
- PROPOSED GROUNDING GRID
- UGE — PROPOSED UNDERGROUND ELECTRIC LINE
- PROPOSED GRAVEL SURFACE
- PROPOSED CONCRETE SURFACE
- PROPOSED PAVED SURFACE

SURROUNDING PROPERTIES

1. PROPERTY OWNER: CCR INVESTMENTS LLC
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2. PROPERTY OWNER: MCDANIEL REAL ESTATE HOLDINGS LCC
ADDRESS: 2150 NW SOUTH OUTER RD, BLUE SPRINGS, MO 64015
3. PROPERTY OWNER: CCR INVESTMENTS LLC
ADDRESS: 2200 NW SOUTH OUTER RD, BLUE SPRINGS, MO 64015
4. PROPERTY OWNER: CCR INVESTMENTS LLC
ADDRESS: 2300 NW SOUTH OUTER RD, BLUE SPRINGS, MO 64015
5. PROPERTY OWNER: 2307 NW SOUTH OUTER RD LLC
ADDRESS: 2307 NW SOUTH OUTER RD, BLUE SPRINGS, MO 64015
6. PROPERTY OWNER: WASHAM PROPERTIES LLC
ADDRESS: 2100 NW SOUTH OUTER RD, BLUE SPRINGS, MO 64015



VICINITY MAP

Rev.	Date	Description	By	App.
REV1	7/18/24	REVISED PER CUP COMMENTS	BAM	RSV
REV2	7/30/24	REVISED PER CUP COMMENTS	BAM	RSV

STATE OF MISSOURI
ROBERT S. VACCARO
NUMBER PE-2019000225
PROFESSIONAL ENGINEER

BHC
CIVIL ENGINEERING / SURVEYING / UTILITIES
7101 College Blvd., Suite 400
Overland Park, Kansas 66210
p: (913) 663-1900
BHC is a business of Burns & McDonnell Engineering Company, P.A.

Prepared For: GOOGLE FIBER INC.

GOOGLE FIBER MCI HUT 156
2201 NW SOUTH OUTER RD
BLUE SPRINGS, MO 64015

CONDITIONAL USE PERMIT
SITE PLANS
SITE PLAN

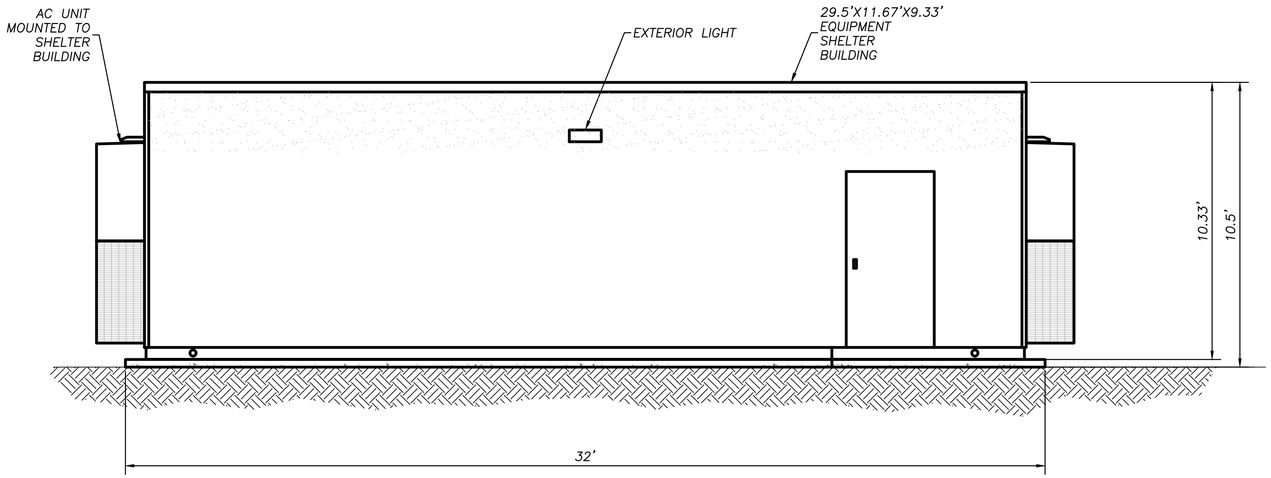
Design: BAM	Drawn: BAM
Checked:	RSV
Issue Date:	6/27/2024
Project No.:	032030.92.01

3 of 4

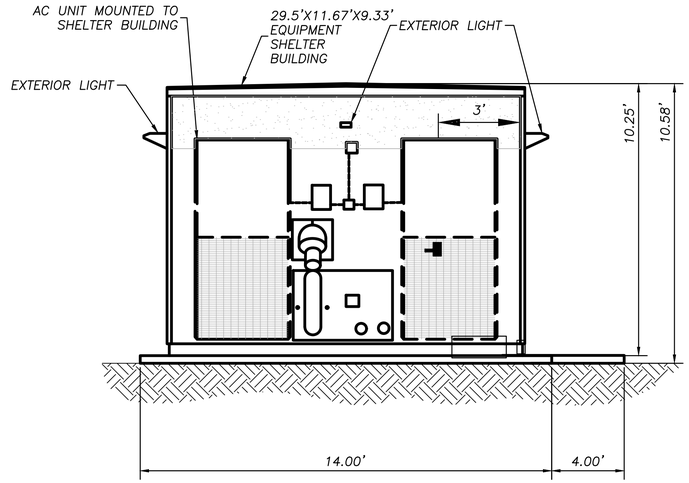
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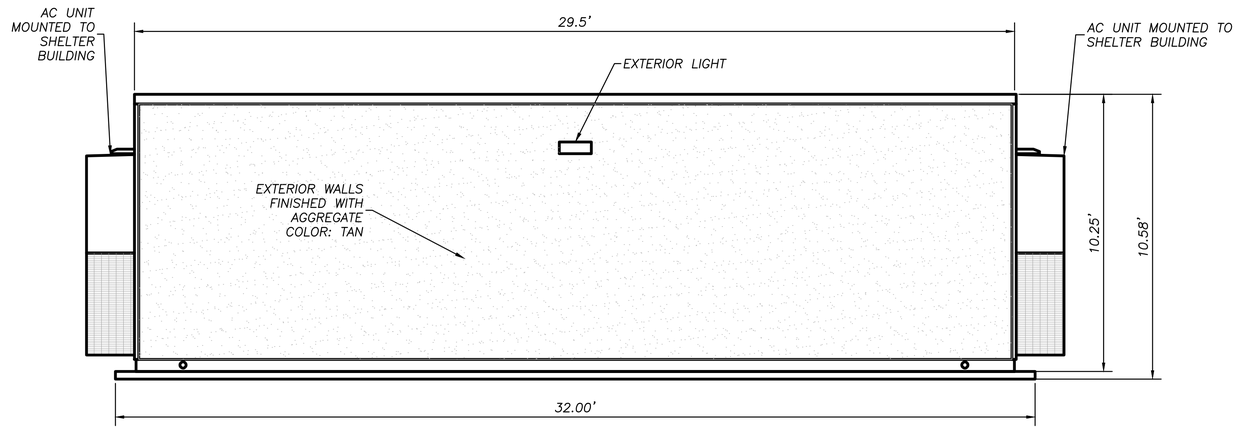
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07/31/2024 9:47:10 AM



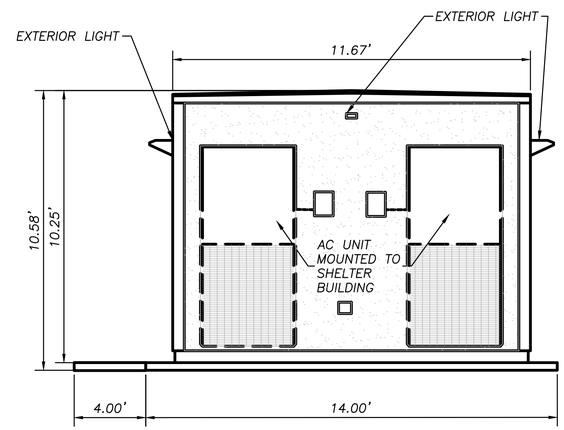
SOUTH ELEVATION



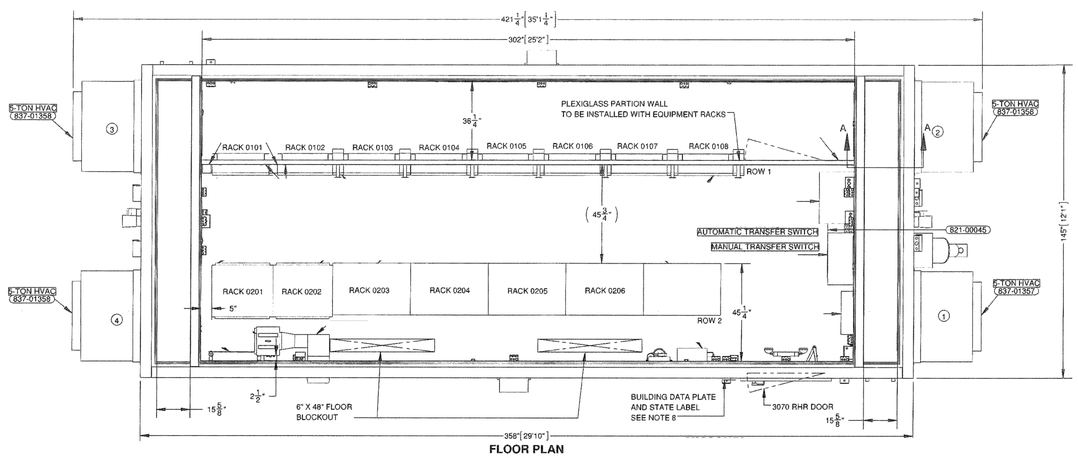
WEST ELEVATION



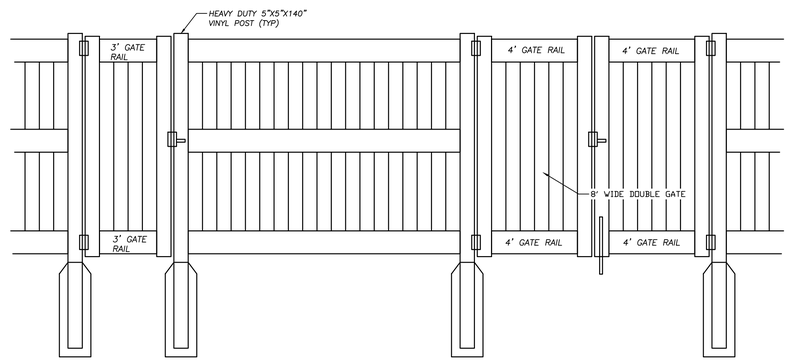
NORTH ELEVATION



EAST ELEVATION



FLOOR PLAN
(360.48 Sq.ft)



VINYL FENCE AND GATE DETAIL

Rev.	Date	Description	By	App.
REV1	7/18/24	REVISED PER CUP COMMENTS	BAM	RSV
REV2	7/30/24	REVISED PER CUP COMMENTS	BAM	RSV

STATE OF MISSOURI
ROBERT S. VACCARO
NUMBER PE-2019000225
PROFESSIONAL ENGINEER

BHC
CIVIL ENGINEERING / SURVEYING / UTILITIES
7101 College Blvd., Suite 400
Overland Park, Kansas 66210
ph. (913) 663-1900
BHC is a trademark of BHC Rhodes & Lowney, P.A.

Prepared For: GOOGLE FIBER INC.

GOOGLE FIBER MCI HUT 156
2201 NW SOUTH OUTER RD
BLUE SPRINGS, MO 64015

CONDITIONAL USE PERMIT
SITE PLANS
BUILDING DETAILS

Design: BAM	Drawn: BAM
Checked:	RSV
Issue Date:	6/27/2024
Project No.:	032030.92.01

4 of 4

4.0

Jul 30, 2024 - 4:14pm Plotted By: ben.mullinnix T:\032030.92.01 GF MCI HUT 156\DWG\Eng\Sheet\MCI 156-SHTS-SITE-DTLS.dwg Layout: FLOOR PLAN

Received
07/31/2024 9:47:10 AM

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 #: CUP-06-24-9202; PF-06-24-9203; PP-06-24-9204
PC MEETING: 8/12/24
CC MEETING: 8/19/2024
BOA MEETING: n/a
NEWSPAPER: 6/27/2024
NOTICE LETTERS: 6/27/2024
PLANNER: Dave McCumber

PROJECT LOCATION INFORMATION (*separate applications required if project boundaries differ*)

Google Fiber MCI Hut 156
Project Name

2201 NW South Outer Rd, Blue Springs, MO 64015
Project Address (Parcel ID if No Address Assigned or Multiple Addresses)

Legal Description (attach as a separate page if too large)

Existing Zoning	Existing Land Use	Proposed Zoning	Proposed Land Use	Total Acreage	# of Proposed Lots
GB	Billboard	GB	Utility major, fiber hut	.008	1

APPLICATION (*check all that apply*)

LAND USE
- [x] Conditional Use
- [ ] Rezoning
- [ ] General Development Plan

LAND SUBDIVISION
- [x] Preliminary Plat
- [x] Final Plat
- [ ] Administrative Plat

MASTER PLANS
- [ ] PD Concept Plan
- [ ] PD Final Plan
- [ ] PUD Concept Plan-Amended
- [ ] PUD Final Plan
- [ ] PRO Concept Plan-Amended
- [ ] PRO Final Plan
- [ ] Redevelopment Modification Plan

SITE DEVELOPMENT
- [ ] Appearance Review
- [ ] Site Plan/Design Review (SPDR)
- [ ] PD Final Plan / SPDR
- [ ] PUD Final Plan / SPDR
- [ ] Administrative SPDR

SIGNAGE
- [ ] Master Sign Plan
- [ ] Administrative Sign Plan
- [ ] Appeal for Minor Sign Adjustment

OTHERS
- [ ] Vacation
- [ ] Variance
- [ ] Alternative Dev. Standards

APPLICANT & PROPERTY OWNER INFORMATION

Name of Applicant	Company	Phone	Email Address
Robert Vaccaro	BHC	(913) 663-1900	Robert.vaccaro@ibhc.com

Address	City	State	Zip Code
7101 College Blvd, Ste. 400	Overland Park	KS	66210

I agree to allow the City of Blue Springs to copy and distribute all submitted project plans, materials, and information and post on the official City of Blue Springs web site as necessary for the project approval process, including public hearings. Furthermore, all submitted plans, materials, and information meet all UDC requirements unless specifically stated otherwise in an attached letter. Additionally, I agree that the Applicant and the Property Owner are jointly and severally liable to pay the City of Blue Springs all applicable fees and costs required for the project approval process.

X _____
Applicant Signature **Date**

Name of Property Owner	Phone	Email Address
Mike Atcheson	(816) 365-5418	matcheson@ceahrealtors.com

Address	City	State	Zip Code
2201 NW South Outer Rd	Blue Springs	MO	64015

I declare, under penalty of perjury, that in applying for this application, I am the owner of this property and that the statements herein and all information herewith submitted are, to the best of my knowledge and belief, true and correct. In the event of corporate ownership, all Directors, Officers, Stockholders of each Corporation owning more than five percent (5%) of any class of stock is listed in an attached letter. With the signing and submittal of this application, I authorize the City of Blue Springs to enter onto the subject property to collect data and other information in order to accurately prepare reports or other documentation for review by City Council, Boards & Commissions, and City Staff. Additionally, I agree that the Applicant and the Property Owner are jointly and severally liable to pay the City of Blue Springs all applicable fees and costs required for the project approval process.

X _____ 6/26/24
Property Owner Signature **Date**

Received
06/27/2024 4:01:18 PM

REQUIRED DOCUMENTS CHECKLIST FOR ALL APPLICATIONS			
	REQUIREMENT	**DESCRIPTION**	**NUMBER**
▣	**Project Location Information**	Complete 1st page of this Application	
▣	**Legal Description** *(digital copy required for public hearings only)*	One 8.5" x 11" copy & a digital copy in Microsoft Word format emailed to comdevlegal@bluespringsgov.com	
▣	**Plans Set Sealed by the Proper Entity Registered in the State of Missouri**	Full plans set folded & collated; See Guidebook for plans set requirements	Varies
		Reduced set of full plans set on 8.5" x 11"	1 set
▣	**Other Required Documents**	Other Required Documents such as Stormwater Study; Traffic Study; etc. on 8.5"x11"	2 sets
▣	**Application Specific Requirements Checklist**	Attach applicable pages from the Guidebook.	
▣	**Other Required Information**	See UDC Chapter 403 (Development Review Procedures) for any other required information. For Signage requirements, see Chapter 501 (Sign Code).	

PROJECT DESCRIPTION:

This project is for the construction of a utility equipment shelter compound site to house an unmanned fiber network equipment building. This building, typically referred to as a "hut", supports Google Fiber's construction of a fiber network to offer high speed internet service to the city of Blue Spring's community. Multiple utility conduits that will house fiber optic cable will be extended between an on-site utility vault to new utility vaults that will be placed in the right-of-way of NW South Outer Rd. The compound will also contain a backup power generator that will run on a natural gas service. As a point of clarity this sire will not house any source of antenna, tower, or wireless communication transmission deceives.

Received
06/27/2024 4:01:19 PM

CONTACT INFORMATION SHEET

PROJECT LEAD

Name	Company Name		
Robert Vaccaro	BHC		
Address	**City**	**State**	**Zip**
7101 College Blvd, Ste. 400	Overland Park	KS	66210
Email	**Phone**	**Fax**	
Robert.vaccaro@ibhc.com	(913) 663-1900		

DEVELOPER

Name	Company Name		
Thomas Logsdon	Google Fiber		
Address	**City**	**State**	**Zip**
908 Broadway Blvd, Floor 5	Kansas City	MO	64105
Email	**Phone**	**Fax**	
Tlogsdon@google.com			

ENGINEER

Name	Company Name		
Robert Vaccaro	BHC		
Address	**City**	**State**	**Zip**
7101 College Blvd, Ste. 400	Overland Park	KS	66210
Email	**Phone**	**Fax**	
Robert.vaccaro@ibhc.com	(913) 663-1900		

ARCHITECT

Name	Company Name		
Address	**City**	**State**	**Zip**
Email	**Phone**	**Fax**	

SURVEYOR

Name	Company Name		
Joe McLaughlin	BHC		
Address	**City**	**State**	**Zip**
712 State Avenue	Kansas City	KS	66101
Email	**Phone**	**Fax**	
joe.mclaughlin@ibhc.com	(913) 663-1900		

LANDSCAPE ARCHITECT

Name	Company Name		
Address	**City**	**State**	**Zip**
Email	**Phone**	**Fax**	

ATTORNEY

Name	Company Name		
Address	**City**	**State**	**Zip**
Email	**Phone**	**Fax**	

OTHER CONTACT

Name	Company Name		
Address	**City**	**State**	**Zip**
Email	**Phone**	**Fax**	

Received
06/27/2024 4:01:19 PM

THE EXAMINER

AFFIDAVIT OF PUBLICATION

Notice ID: Nlhq9Su4tLYuOaZzC8V
Google Fiber MCI 165

AFFIDAVIT OF PUBLICATION: #2515240

STATE OF MISSOURI, COUNTY OF JACKSON, SS:

Sherry Groves

I, Sherry Groves, of lawful age, being duly sworn upon oath, deposes and says that I am the Authorized Agent of Examiner, a publication that is a "legal newspaper" as that phrase is defined for the city of Indepenence, for the County of Jackson, in the state of Missouri, that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

Jul. 27, 2024

Sherry Groves
Authorized Agent

Notary, State of MN, County of Redwood
Commission expires January 31, 2025

Printer's Fee: $185.96

LEANNE JOY KAUFENBERG
Notary Public
State of Minnesota
My Commission Expires
January 31, 2025

PUBLIC NOTICE

Conditional Use Permit
CUP-06-24-9202
Google Fiber MCI Hut 156
2201 NW South Outer Road
Parcel #
35-620-06-01-00-0-00-000

Notice is hereby given that a public hearing will be held by the Planning Commission of the City of Blue Springs on **Monday, August 12, 2024 at 6:30 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 a request by the applicant, Robert Vaccaro, BHC, on behalf of the property owner, for approval of a Conditional Use Permit for a Utility, Major land use consisting of a 360 sq. ft. Small Industrial/ Workshop building on a lot containing 1.96 +/- acres located a 2201 NW South Outer Road. Interested parties may view the application materials on file by contacting the Community Development Department via email at ComDevLegal@bluespringsgov.com or at City Hall at 903 W Main Street, Blue Springs, MO. The site is legally described as follows:

A Tract of land lying and situated in the Northwest Quarter of Section 25, Township 49 North, Range 31 West of the Sixth Principal Meridian, in the City of Blue Springs, Jackson County, Missouri, said Tract as surveyed by Joseph H. McLaughlin, PLS – 2012018392, with BHC, MO CLS 2006009875-F, being more particularly described by metes and mounds as follows:
COMMENCING at the Center section corner of, Section 25, Township 49 North, Range 31 West, monumented by a found ½-inch reinforcing rod with cap stamped S2455;

Thence Noth 88° 05' 16" West, 522.45 feet, on the South line on said Northwest Quarter of said Section 25, Township 49 North, Range 31 West;

Thence North 08° 35' 11" East, 8.15 feet, on the Southerly prolongation of the East line of the subject property, established by a warranty deed, recorded as Instrument Number 2018E0098594, to a point on

Conditional Use Permit, Preliminary Plat, Final Plat
CUP-06-24-9202; PP-06-24-9204; PF-06-24-9203
Google Fiber MCI Hut 156
Exhibit #3

the North Right-of-Way line of NW South Outer Road, and the POINT OF BEGINNING of the Tract of land herein described;

Thence North 02° 12' 30" East 148.39 feet, on said West line, to its intersection with the South Right-of-Way line of Interstate 70;

Thence South 81° 24' 49" East, 821.04 feet, on said South Right-of-Way line, to a found Right-of-Way marker;

Thence South 08° 35' 11" West, 54.99 feet, to the POINT OF BEGGING, said Trace containing 85,533 square feet or 1.9636 acres.

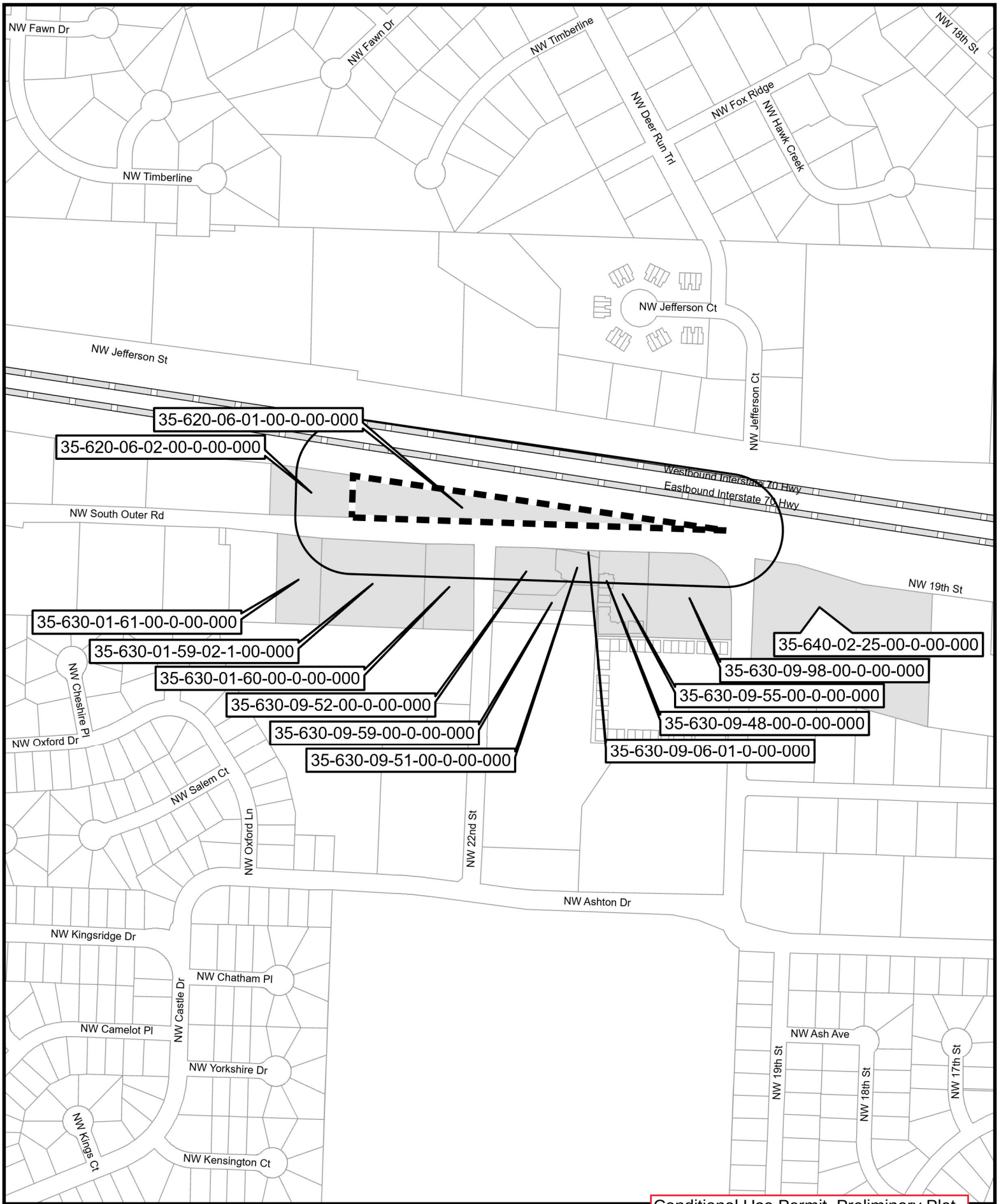
CITY OF BLUE SPRINGS
Planning Commission
By: Dave McCumber
Development Review Manager

The City Council of the City of Blue Springs will also hold a public hearing on the above noted Conditional Use Permit I CUP-06-24-9202 on **Tuesday, August 19, 2024, at 6:00 p.m.** in the Council Chambers of the Howard L. Brown Public Safety Facility to consider the application and the recommendation of the Planning Commission.

CITY OF BLUE SPRINGS
City Council

Published in the Examiner, Jul 27, 2024

2515240



The City of Blue Springs Missouri

CUP-06-24-9202 | PF-06-24-9203
2201 NW SOUTH OUTER
PARCEL # 35-620-06-01-00
185' NOTIFICATION M

Conditional Use Permit, Preliminary Plat, Final Plat
CUP-06-24-9202; PP-06-24-9204;
PF-06-24-9203
Google Fiber MCI Hut 156
Exhibit #4

feet
024

Parcel ID	Situs Address	Situs City	Situs State	Situs ZipCode	Owner	Owner Address
35-640-02-25-00-0-00-000	1700 NW SOUTH OUTER RD	BLUE SPRINGS	MO	64015	COMMUNITY AMERICA CREDIT UNION	9777 RIDGE DR LENEXA, KS 66219
35-630-09-48-00-0-00-000	2058 NW SOUTH OUTER RD	BLUE SPRINGS	MO	64015	WASHAM PROPERTIES LLC	2058 NW SOUTH OUTER RD BLUE SPRINGS, MO 64015
35-630-09-52-00-0-00-000	2150 NW SOUTH OUTER RD	BLUE SPRINGS	MO	64015	MCDANIEL REAL ESTATE HOLDINGS LLC	1722 MADISON AVE KANSAS CITY, MO 64145
35-630-01-59-02-1-00-000	2300 NW SOUTH OUTER RD	BLUE SPRINGS	MO	64015	CCR INVESTMENTS LLC	3170 NE CARNEGIE DR STE 400 LEES SUMMIT, MO 64064
35-630-09-51-00-0-00-000	2100 NW SOUTH OUTER RD	BLUE SPRINGS	MO	64015	WASHAM PROPERTIES LLC	2058 NW SOUTH OUTER RD BLUE SPRINGS, MO 64015
35-630-09-98-00-0-00-000	1900 NW SOUTH OUTER RD	BLUE SPRINGS	MO	64015	1900 CORPORATE CENTER LLC	PO BOX 342 BATES CITY, MO 64011
35-630-01-60-00-0-00-000	2200 NW SOUTH OUTER RD	BLUE SPRINGS	MO	64015	CCR INVESTMENTS LLC	3170 NE CARNEGIE DR STE 400 LEES SUMMIT, MO 64064
35-620-06-01-00-0-00-000	2201 NW SOUTH OUTER RD	BLUE SPRINGS	MO	64015	CCR INVESTMENTS LLC	3170 NE CARNEGIE DR STE 400 LEES SUMMIT, MO 64064
35-630-01-61-00-0-00-000	2400 NW SOUTH OUTER RD	BLUE SPRINGS	MO	64015	FIP MASTER FUNDING XIX LLC	2425 CAMBRIDGE FLORISSANT, MO 63033
35-630-09-06-01-0-00-000	NO ADDRESS ASSIGNED BY CITY	BLUE SPRINGS	MO	64015	CITY OF BLUE SPRINGS	903 W MAIN ST BLUE SPRINGS, MO 64015
35-630-09-55-00-0-00-000	CA RESIDENTIAL	BLUE SPRINGS	MO	64015	WASHAM ROBERT A & RHENEA E	2058 NW SOUTH OUTERBELT RD BLUE SPRINGS, MO 64015
35-620-06-02-00-0-00-000	2307 NW SOUTH OUTER RD	BLUE SPRINGS	MO	64015	2307 NW SOUTH OUTER RD LLC	2307 NW SOUTH OUTER RD BLUE SPRINGS, MO 64015
35-630-09-59-00-0-00-000	NO ADDRESS ASSIGNED BY CITY	BLUE SPRINGS	MO	64015	MCDANIEL REAL ESTATE HOLDINGS LLC	2150 NW SOUTH OUTER BELT RD BLUE SPRINGS, MO 64015

Conditional Use Permit, Preliminary Plat, Final Plat
CUP-06-24-9202; PP-06-24-9204; PF-06-24-9203
Google Fiber MCI Hut 156
Exhibit #5

Blue Springs, Missouri
Community Development

July 26, 2024

Ref: Public Hearing: Conditional Use Permit | CUP-06-24-9202
Google Fiber MCI Hut 156
2201 NW South Outer Road
Parcel # 35-620-06-01-00-0-00-000

Dear Property Owner:

A Public Hearing will be held by the Planning Commission and the City Council of the City of Blue Springs to receive comments from interested parties and citizens relative to a request by the applicant, Robert Vaccaro, of BHC, on behalf of the property owner, CCR Investments LLC, for approval of a Conditional Use Permit for a Utility, Major land use consisting of a 360 sq. ft. utility building on a lot containing 1.96 +/- acres located a 2201 NW South Outer Road.

You are receiving this notice because County records indicate you own property within 185 feet of the boundary of the site in question.

Interested parties may view the application materials on file by contacting the Community Development Department via email at ComDevLegal@bluespringsgov.com or at City Hall at 903 W Main Street, Blue Springs, MO.

The hearing will be held in the Council Chambers in the Howard L. Brown Public Safety Building located at 1100 SW Smith Street, Blue Springs on the following dates:

Planning Commission - Monday, August 12, 2024 @ 6:30 p.m.
&
City Council – Tuesday, August 19, 2024 @ 6:00 p.m.

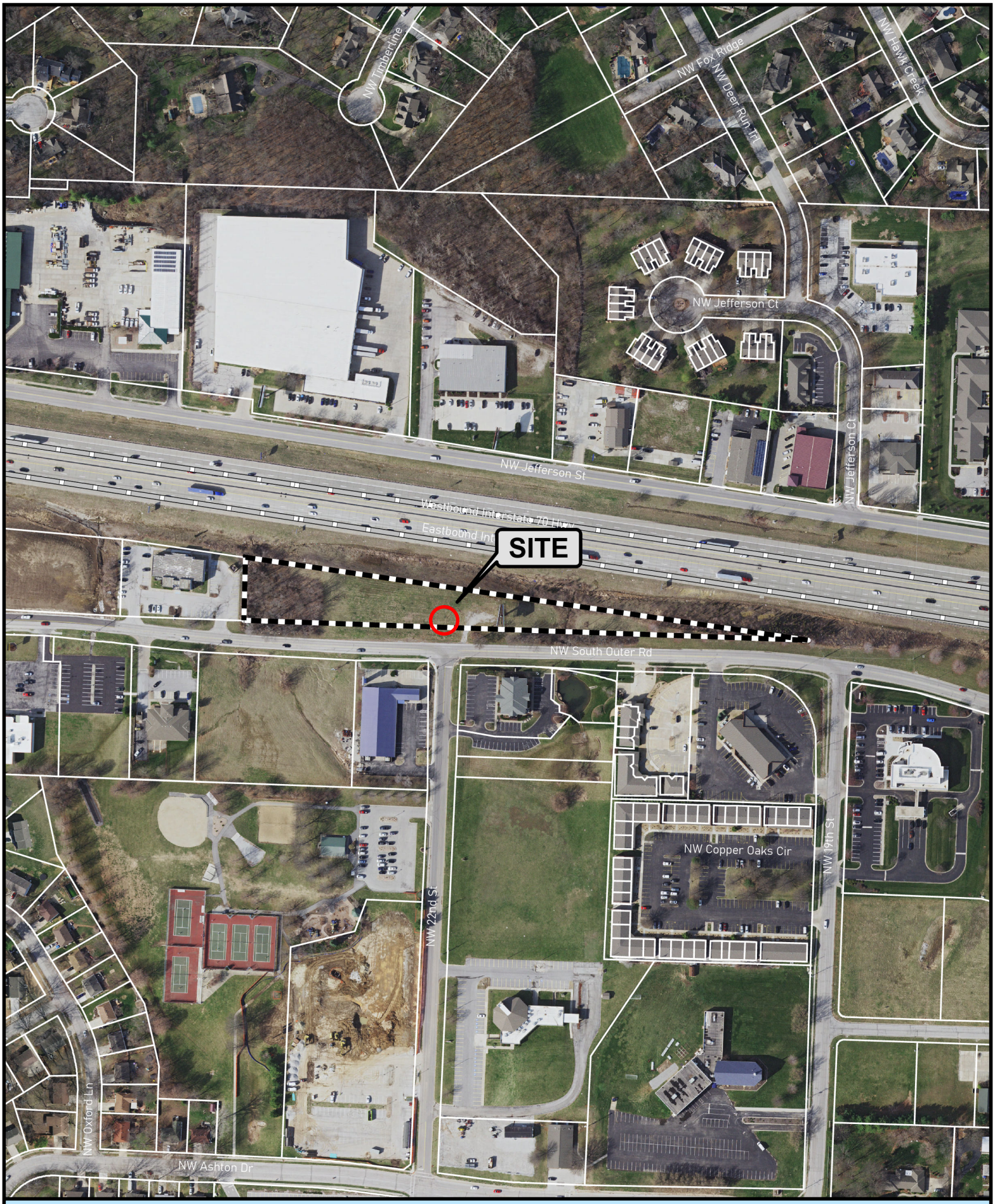
Your attendance and comments are welcome at these meetings. Questions concerning this matter may be directed to the Community Development Department at 816-228-0207.

Sincerely,

CITY OF BLUE SPRINGS
COMMUNITY DEVELOPMENT

Traci Breshears
Administrative Assistant

Conditional Use Permit, Preliminary Plat, Final Plat
CUP-06-24-9202; PP-06-24-9204; PF-06-24-9203
Google Fiber MCI Hut 156
Exhibit #6



The City of Blue Springs Missouri

CUP-06-24-9202 | PF-06-24-9203 | PP-06-24-9204
2201 NW SOUTH OUTER ROAD
PARCEL # 35-620-06-01-00-0-00-000
AERIAL LOCATION MAP

N

1 inch = 264 feet
Date: 7/23/2024

Introduced by Councilmember _____ BILL NO. 5244
(CUP-06-24-9202)

ORDINANCE NO. _____

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT WITH AN ALTERNATIVE DEVELOPMENT STANDARD ALLOWING THE "UTILITY, MAJOR" LAND USE IN A "GB" (GENERAL BUSINESS) ZONING DISTRICT FOR THE GOOGLE FIBER MCI HUT 156 LOCATED AT 2201 NW SOUTH OUTER ROAD

WHEREAS, proper application having been made to approve a Conditional Use Permit (CUP) for property hereinafter described; and

WHEREAS, after review of the Conditional Use Permit with respect to such issues as zoning, land use, impact to surrounding areas, adequacy of facilities and services, and compliance with development regulations to achievement quality development, in which it has been determined that the application has met; and

WHEREAS, in accordance with Title IV, Unified Development Code of the Municipal Code of the City of Blue Springs, Missouri, said application was referred to the Planning Commission for report and recommendation, and a public hearing was held on August 12, 2024, which Commission, after said hearing, recommended that the application for the Conditional Use Permit with an Alternative Development Standard and associated CCRI Outer Road Lot Final Plat (PF-06-24-9203) be approved; and

WHEREAS, thereafter a public hearing was held by City Council on August 19, 2024; and

WHEREAS, in accordance with Title IV, Unified Development Code of the Municipal Code of the City of Blue Springs, Missouri, it was determined that the application was appropriate at the location herein described; and

WHEREAS, the City of Blue Springs, Missouri has determined that the Conditional Use Permit with an Alternative Development Standard is appropriate at this location and be approved; and

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

Section 1. The following described tract of real estate is hereby declared subject to the Conditional Use Permit approved by this Ordinance. The site is legally described as:

A Tract of land lying and situated in the Northwest Quarter of Section 25, Township 49 North, Range 31 West of the Sixth Principal Meridian, in the City of Blue Springs, Jackson County, Missouri, said Tract as surveyed by Joseph H. McLaughlin, PLS – 2012018392, with BHC, MO CLS 2006009875-F, being more particularly described by metes and mounds as follows:

Note: For course orientation the bearings in this description are based on the South line of the Northwest Quarter of Section 25, Township 49 North, Range 31 West, having a bearing of North 88° 05' 16" West, referenced to the Missouri State Plane Coordinate System, South Zone, NAD83.)

COMMENCING at the Center section corner of, Section 25, Township 49 North, Range 31 West, monumented by a found ½-inch reinforcing rod with cap stamped S2455;

Thence Noth 88° 05’ 16” West, 522.45 feet, on the South line on said Northwest Quarter of said Section 25, Township 49 North, Range 31 West;

Thence North 08° 35’ 11” East, 8.15 feet, on the Southerly prolongation of the East line of the subject property, established by a warranty deed, recorded as Instrument Number 2018E0098594, to a point on the North Right-of-Way line of NW South Outer Road, and the POINT OF BEGINNING of the Tract of land herein described;

Thence North 02° 12’ 30” East 148.39 feet, on said West line, to its intersection with the South Right-of-Way line of Interstate 70;

Thence South 81° 24’ 49” East, 821.04 feet, on said South Right-of-Way line, to a found Right-of-Way marker;

Thence South 08° 35’ 11” West, 54.99 feet, to the POINT OF BEGGING, said Trace containing 85,533 square feet or 1.9636 acres.

Section 2. The land covered within this Conditional Use Permit with an Alternative Development Standard and contained within the area described by Section 1 of this Ordinance may be used in compliance with the Conditional Use Permit approved herein by the City of Blue Springs or hereinafter revised, and the requirements of said Conditional Use Permit shall include any staff recommendations contained in the staff report and presented to the Planning Commission at its August 12, 2024, meeting and to the City Council at its August 19, 2024, meeting, and approved by the City Council as conditions of passage by this Ordinance and of this Conditional Use Permit, and shall be deemed to include those conditions in addition to those contained in the UDC and in documents and drawings submitted to the Planning Commission and City Council and approved hereby, including the following conditions:

1. Approval based on the representations of any drawings presented as part of this application does not waive any requirements or development standard contained in the UDC unless otherwise specified by the Alternative Development Standards.
    a. Waive the requirement of one (1) off-street parking space as required by the UDC.
2. The Conditional Use Permit allows the “*Utility, Major”* land use to be allowed in the “GB” (General Business) zoning district at the property addressed 2201 NW South Outer Road for the Google Fiber Hut only as shown in the attached plans. Any other “Utility, Major” land uses proposed for the property other than the Google Fiber Hut shall require a new and separate Conditional Use Permit.
3. If further site development is proposed in the future, compliance with the UDC will be required.

Section 3. That 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 19th day of August 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

Introduced by Councilmember _____ BILL NO. 5245
(PF-06-24-9203)

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE FINAL PLAT OF THE CCRI OUTER ROAD LOT, LOCATED AT 2201 NW SOUTH OUTER ROAD, BLUE SPRINGS, JACKSON COUNTY, MISSOURI

WHEREAS, on June 27, 2024, the Applicant, Robert Vaccaro of BHC, submitted a Planning Application on behalf of the property owner, CCR Investments LLC, for the CCRI Outer Road Lot Final Plat; and

WHEREAS, on August 12, 2024, the City Planning Commission voted unanimously in favor of the Final Plat and sent their recommendation of approval to the City Council; and

WHEREAS, on August 19, 2024, the City Council approved the CCRI Outer Road Lot Final Plat.

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

Section 1. The Final Plat of CCRI Outer Road Lot, BLUE SPRINGS, JACKSON COUNTY, MISSOURI, hereinbefore presented to the City Council and having been found to be in compliance with the Unified Development Code (UDC), its amendments, and other ordinances of the City of Blue Springs, is hereby approved subject to the following conditions and those set out in the Planning Commission Staff Report for Case File Number PF-06-24-9203 submitted to the Planning Commission at its August 12, 2024, meeting including the following conditions:

1. Approval based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC.
2. Prior to issuance of a building permit, the Final Plat must be recorded with Jackson County.

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 19th day of August 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

CITY OF BLUE SPRINGS, MISSOURI

CITY COUNCIL
August 19, 2024

EXHIBITS FOR PUBLIC HEARING

UNIFIED DEVELOPMENT CODE TEXT AMENDMENTS RELATED TO FENCING (UDCT-07-24-9230)

EXHIBIT #1 City Council Information Form dated August 12, 2024 with the following attachments: Staff Report with attachments; Application with attachments; Affidavit of Publication in The Examiner on July 26, 2024; Title IV, Land Use Section – Blue Springs City Code of Ordinances (by reference); and 2014 Comprehensive Plan (by reference) and Bill amending the UDC related to fencing

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: August 12, 2024

SUBMITTED BY: Mike Mallon **DEPARTMENT: City 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) related to the location standards for fences on residential property (UDCT-07-24-9230). Upon conclusion of the public hearing, a Bill approving the amendments to Section 407.040.D.3 – Buffers, Screens and Fencing - Other Fence Design Standards of the City of Blue Springs Unified Development Code will be ready for introduction and readings.

BACKGROUND/JUSTIFICATION

The proposed UDC Text Amendment is being proposed at the direction of the City Council who requested staff to bring forward amendments to solve issues related to fencing setbacks to the property line.

The current UDC states that fences shall be placed at or near the property line or shall be setback three feet from the property line. The three-foot setback currently required under the UDC has the intent of leaving sufficient room to allow for access and maintenance to mow and/or trim grass and weeds that grow in the space between fences.

There have been a few instances over the years where the interpretations of “at or near the property line” and the three-foot setback have not been consistent by staff and have caused confusion for property owners and fence contractors.

The intent of the proposed UDC Amendment is to provide more clarification to the current “at or near the property line” by defining it as within 6-inches of the property line; as well as to provide further clarity that adjacent fences shall either be directly abutting each other or shall be a minimum of three feet of separation between the two fences.

For fence permits, the City does not require a full survey of the property to identify the exact location of the property line and staff believes it would be overly burdensome to residents and property owners in the City to require a full survey, which can sometimes range from $500-$1,000.

The Development Advisory Commission recommended approval (3 aye, 0 no) of the UDC Text Amendment on August 6, 2024.

The Planning Commission recommended approval of the UDC Text Amendment unanimously at the August 12, 2024 meeting.

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
August 20, 2024	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Development Advisory Commission
Date:	August 6, 2024
Action:	Recommended Amendment: 3 Aye, 0 No
Name of Board or Commission:	Planning Commission
Date:	August 12, 2024
Action:	Recommend Amendment: 7 Aye, 0 No

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Staff Report with attachments; Application with attachments; Affidavit of Publication in The Examiner on July 26, 2024; Title IV, Land Use Section – Blue Springs City Code of Ordinances (by reference); and 2014 Comprehensive Plan (by reference)
2. Bill amending the UDC related to fencing.

REVIEWED BY:

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

PLANNING COMMISSION
STAFF REPORT

Meeting Date:	**August 12, 2024**
Case File Number:	**UDCT-07-24-9230**

Project Name:	**UDC Text Amendments – Fence Setbacks**
Type of Application:	**UDC Text Amendment**
Request:	**UDC Text Amendment to Section 407.040.D.3 – Buffers, Screens and Fencing - Other Fence Design Standards, of the Unified Development Code, of the Code of Ordinances of the City of Blue Springs to amend location standards for fencing**

Applicant/Developer:	**City of Blue Springs/ City Staff**
Development Advisory Commission:	**August 6, 2024**
Planning Commission:	**August 12, 2024**
City Council:	**August 19, 2024**
Planner:	**Mike Mallon, Sr. Director Community Development**

BACKGROUND INFORMATION/SUMMARY:

The proposed UDC Text Amendments is being proposed at the direction of the City Council who requested staff to bring forward amendments to solve issues related to fencing setbacks to the property line.

PREVIOUS ACTIONS/APPROVALS:

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

UDC Text Amendment
UDCT-07-24-9230
Fence Setbacks
Exhibit #1

The Development Advisory Commission recommended approval (3 aye, 0 no) of the UDC Text Amendment on August 6, 2024

STAFF ANALYSIS

Text amendments ensure that the generally applicable laws in this Development Code reflect the broad public interest and long-range planning goals of the community, as reflected in the Comprehensive Plan. The City may determine that it is necessary from time to time to revise and update this Development Code to implement the Comprehensive Plan.

Section 403.020 of the UDC states a Text Amendment shall be reviewed according to the following criteria:

Review Criteria. All review bodies shall use the following criteria for review, recommendations and decisions on text amendments:

1. Whether the change is in accordance with the Comprehensive Plan, Design and Construction Manual, or any official plans or programs developed under the guidance of the Comprehensive Plan;

2. Whether such change is consistent with the purposes of this Development Code, and the intent or objectives of any Chapter or Subsection containing the change;

3. The areas that are most likely to be directly affected by the amendment and in what way they will be affected;

4. Whether the proposed amendment is made necessary because of changed or changing social values, new planning concepts or other social or economic conditions in the areas and zoning districts affected; and

5. The recommendations of professional staff.

Staff finds that the proposed UDC amendments meet the above criteria and therefore recommends approval of the UDC Text Amendments.

PROPOSED UDC TEXT AMENDMENTS

Language to be added to the UDC is UNDERLINED.

Language to be deleted from the UDC is shown as ~~STRICKEN~~.

II. Section 407.040. Site And Landscape Design.

D. Buffers, Screens And Fencing

3. Fences. All fences for screening, security, or privacy shall meet the following standards.

c. Other Fence Design Standards.

(1) Any fences that could potentially create a sight obstruction for vehicles crossing pedestrian areas or entering the street may require greater transparency or additional location restrictions to allow for safe sight distances.

(2) All fences shall be constructed so that the finished side faces outward from the property installing the fence and the support posts are inside the fence and screened from view.

(3) Fences may be located so that the fence face is at or ~~near the property line,~~ within 6 (inches) from the property line; otherwise the fence shall be setback at least three (3) feet from the property line absent more specific standards in these regulations. A fence shall not be constructed or maintained parallel to or generally following an existing fence unless the fences are at least three (3) feet apart or directly abutting the existing fence. Any areas set back three (3) feet or more from the property line, which could become enclosed by other similarly located fences, may be required to have at least one (1) gate for access and maintenance equipment.

RETURN TO
Director of Community Development
City Hall Annex - 903 Main
Blue Springs, Missouri 64015
816-228-0207
FAX 816-228-0225
Return no later than
Friday – Noon – Cutoff
comdevlegal@bluespringsgov.com
www.bluespringsgov.com

OFFICE USE ONLY – *Updated Feb. 13, 2020*
FILING FEE: $500.00 (Non-Refundable)
CASE NO. **UDCT-** 07-24-9230
CK # _____
P.C. HEARING 8/12/2024
DATE ADVERTISED 7/24/2024
COUNCIL MTG. 8/19/2024
Revenue Account: 100.00000.430 100.000
Planner: Mike Mallon

The City of Blue Springs Missouri

UNIFIED DEVELOPMENT CODE TEXT AMENDMENT APPLICATION FORM

Application is hereby made to the Planning Commission and the City Council of the City of Blue Springs Missouri for a text amendment to the city's Unified Development Code.

APPLICANT: City of Blue Springs DATE: 7/22/24
(Please Print)
ADDRESS: 903 W. Main St PHONE: _____
CITY/STATE/ZIP: BSMO, 64145 FAX: _____

TEXT AMENDMENT REQUESTED

Chapter _____ Section 403.040.D.3.C Title 403.040.D.3.C

PROPOSED CHANGE IN TEXT:
Clarifty fence setback to property line and to other fences

PURPOSE FOR WHICH AMENDMENT IS SOUGHT:
Clarifty setbacks for fences from property lines or adjacent to other fences

_____
Signature

UDC Text Amendment
UDCT-07-24-9230
Fence Setbacks
Exhibit #2

THE EXAMINER

AFFIDAVIT OF PUBLICATION

Notice ID: RLsD2v63gsabiwapdJvu
UDC Fences

AFFIDAVIT OF PUBLICATION: #2514840

STATE OF MISSOURI, COUNTY OF JACKSON, SS:

Sherry Groves

I, Sherry Groves, of lawful age, being duly sworn upon oath, deposes and says that I am the Authorized Agent of Examiner, a publication that is a "legal newspaper" as that phrase is defined for the city of Indepenence, for the County of Jackson, in the state of Missouri, that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

Jul. 27, 2024

Sherry Groves
Authorized Agent

Leanne Kaufenberg
Notary, State of MN, County of Redwood
Commission expires January 31, 2025

Printer's Fee: $95.40

LEANNE JOY KAUFENBERG
Notary Public
State of Minnesota
My Commission Expires
January 31, 2025

PUBLIC NOTICE

Unified Development Code Text Amendment - Fences UDCT-07-24-9230

An Ordinance amending Section 407.040.D.3 – Buffers, Screens and Fencing - Other Fence Design Standards, of the Unified Development Code, of the Code of Ordinances of the City of Blue Springs to modify location standards for fencing.

Notice is hereby given that a public hearing will be held by the Planning Commission of the City of Blue Springs on **Monday, August 12, at 6:30 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 requests 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
Planning Commission

The City Council of the City of Blue Springs will also hold a public hearing on the above noted Sections of the Unified Development Code UDCT-07-24-9230, on **Monday, Monday, August 19, 2024, at 6:00 p.m.** in the Council Chambers of the Howard L. Brown Public Safety Facility to consider the application and the recommendation of the Planning Commission.

CITY OF BLUE SPRINGS
City Council

Published in the Examiner, Jul 27, 2024

2514840

UDC Text Amendment
UDCT-07-24-9230
Fence Setbacks
Exhibit #3

Introduced by Councilmember _____ BILL NO. 5246
(UDCT-07-24-9230)

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 407.040.D.3 BUFFERS, SCREENS, AND FENCING – OTHER FENCE DESIGN STANDARDS OF THE UNIFIED DEVELOPMENT CODE, OF THE CODE OF ORDINANCES OF THE CITY OF BLUE SPRINGS TO ADOPT REGULATIONS FOR FENCE SETBACKS

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 proposed UDC Text Amendment is being proposed at the direction of the City Council who requested staff to bring forward amendments to solve issues related to fencing setbacks to the property line; and

WHEREAS, City staff is committed to bringing forward amendments to the UDC as needed; and

WHEREAS, the issue of fence location relative to property lines and separation between adjacent fences has raised some issues in recent years; and

WHEREAS, the City recognizes the need to have clearly written, understandable and enforceable fence regulations; and

WHEREAS, staff believes the proposed amendment will provide the City, property owners, residents, and contractors clear direction and understanding of the regulations regarding fence location and separation on private residential property.

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 407.040.D.3 Site and Landscape Design – Buffers, Screens and Fencing – Fences of the Code of Ordinances, City of Blue Springs, Missouri, is hereby amended to read as follows:

c. Other Fence Design Standards.

(1) Any fences that could potentially create a sight obstruction for vehicles crossing pedestrian areas or entering the street may require greater transparency or additional location restrictions to allow for safe sight distances.

(2) All fences shall be constructed so that the finished side faces outward from the property installing the fence and the support posts are inside the fence and screened from view.

(3) Fences may be located so that the fence face is at or ~~near the property line,~~ within 6 (inches) from the property line; otherwise the fence shall be setback at least three (3) feet from the property line absent more specific standards in these regulations. A fence shall not be constructed or maintained parallel to or generally following an existing fence unless the fences are at least three (3) feet apart or directly abutting the existing fence. Any areas set back three (3) feet or more from the property line, which could become enclosed by other similarly located fences, may be required to have at least one (1) gate for access and maintenance equipment.

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 19th day of August 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: August 13, 2024

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

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

ISSUE/REQUEST

Passage of a Bill approving the Final Plat for Scire Estates (PF-06-24-9195), a one-lot and one-tract subdivision located at 802 SW Walnut Street.

BACKGROUND/JUSTIFICATION

This Final Plat is being requested by the applicant, Bridget Junkin c/o John Scire, who desires to split the 4.64 +/- acre property into one lot, which will contain an existing single-family dwelling and detached garage, and one tract of land being designated as open space/future development.

A second accessory building exists on the area of the property being platted as a tract. The applicant has agreed to remove the building since the UDC does not allow an accessory use to exist without a principal use, otherwise a non-conforming structure and use would be created. There is no development being proposed for the property at this time.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
August 20, 2024	N/A

STAFF RECOMMENDATION

Staff recommends approval of the Final Plat with three conditions:

1. Approval based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC.
2. Prior to the recording of the Final Plat, a building demolition permit for the existing accessory structure on the proposed Tract A shall be submitted to the City.
3. The Final Plat must be recorded with Jackson County.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Planning Commission
Date:	08/12/24
Action:	Recommend Preliminary Plat: 7 Aye, 0 No

	Recommend Final Plat: 7 Aye, 0 No

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Staff Report with attachments; Application with attachments; Title IV, Land Use Section – Blue Springs Code of Ordinances (by reference); 2014 Comprehensive Plan (by reference)
2. Bill approving the Final Plat of Scire Estates.

REVIEWED BY:

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

PLANNING APPLICATION REVIEW STAFF REPORT

Meeting Dates:	Planning Commission: August 12, 2024 City Council: August 19, 2024
Project Name:	***Scire Estates***
Site Location:	802 SW Walnut Street
Project Request:	PP-06-24-9194; Preliminary Plat to show the general layout of one (1) lot with a single-family dwelling and one (1) tract of land for future development. PF-06-24-9195; Final Plat for 4.64 +/- acres of land consisting of one (1) lot and one (1) tract of land.

Applicant: Bridget Junkin c/o John Scire
Property Owner: John Scire Revocable Living Trust Dated 09/18/2015
Staff Planner: Dave McCumber | Development Review Manager

Project Description: The applicant is requesting approval of a Preliminary and Final Plat for Scire Estates, a one (1) lot and one (1) tract subdivision at 802 SW Walnut Street. A single-family home, detached garage and accessory building exists on the 4.64 +/- acre property today, however, the ownership desires to sell the dwelling by splitting it to create a single residential lot. The detached garage, which sits on the east property line, does not meet the minimum 2.5-ft. side yard setback. This accessory building will become a legal non-conforming feature of the property. The remainder of the property will be platted into a tract of land for future development. The accessory building would be located on the newly created tract, which creates a legal non-conforming feature of the property. To alleviate this concern, the accessory building will be removed. The subject property is zoned "T3" (Sub-Urban). The Final Plat is for one (1) lot and one (1) tract of land on 4.64 +/- acres.

Staff Recommendation: Staff recommends approval with conditions of the Preliminary Plat and Final Plat. Conditions are identified at the end of the staff report.

Previous Actions:

Date	Review Body	Action
N/A		

Future Applications: The Preliminary Plat and Final Plat will be reviewed concurrently. The Final Plat must be recorded at Jackson County.

Adjacent Properties:

Direction	Current Zoning	Current Land Use(s)
North:	"T3" (Sub-Urban)	Detached Housing
South:	"T3" (Sub-Urban)	Detached Housing
East:	"T3" (Sub-Urban)	Detached Housing
West:	"T3" (Sub-Urban)	Detached Housing

PRELIMINARY PLAT & FINAL PLAT ANALYSIS

Platting is a process where a proposed division, or partition of land and property interests therein, is reviewed to ensure: development patterns in compliance with long-range comprehensive plans; coordinating infrastructure with existing, future and potential capital improvements; and that all lots are

buildable, served with adequate public facilities, and capable of meeting the zoning and development standards.

Preliminary Plat

Requirements: The proposed Preliminary Plat meets the minimum standards described in the Unified Development Code (UDC) Section 403.050 and submittal requirements provided in the Preliminary Plat application.

Final Plat

Requirements: The proposed Final Plat meets the minimum standards described in UDC Section 403.050 and submittal requirements provided in the Final Plat application.

Land Use: The current use of the property is "Detached Housing" which is allowed in the "T3" (Sub-Urban) zoning district. If the plat is approved, Lot One (1) would retain the Detached Housing land use while Tract A would be designated as Open Space/Future Development.

Building Type Standards:

Detached House "T3" (Sub-Urban) Zoning

Standard	Requirement	Proposed
Frontage Width	25-ft. min.	58.52-ft.
Lot Area	N/A	6,269 +/- sq ft.
Front & Corner Side Setback	10-ft. - 25-ft.	25-ft.
Side & Rear Setback	5-ft. Min.	> 20-ft.
Building Coverage	N/A	N/A
Building Height	2.5 Stories	1 Story
Frontage Type (Adj. to public streets)	Door Yard	Door Yard

Preservation: The site is mostly undeveloped and wooded, besides the northernmost end of the property along SW Walnut Street, where the existing single-family dwelling is located. The south end of the property features an open drainage ditch that serves as part of the City's storm sewer system. The area of land within Tract A is not being proposed for development at this time.

Phasing: No development is proposed at this time.

Review Criteria: *A Preliminary Plat shall be reviewed based on the following criteria:*

1. The application is in accordance with the Comprehensive Plan and any official plan or program developed under the guidance of the Comprehensive Plan. In particular, the physical patterns, arrangement of streets, blocks, lots and open spaces, and public realm investments reflect the principles and concepts of the plan.

   STAFF RESPONSE: The application is in accordance with the Comprehensive Plan. No new development is being proposed at this time.

2. Compliance with the requirements of this Development Code. In particular, the blocks and lots proposed are capable of meeting all development and site design standards under the existing or proposed zoning.

   STAFF RESPONSE: The proposed plan is in compliance with the requirements of this Development Code.

3. Any phasing proposed in the application is clearly indicated and demonstrates a logical and coordinated approach to development, including coordination with existing and potential development on adjacent property.

   STAFF RESPONSE: There is no development proposed at this time.

4. Any impacts identified by specific studies or technical reports, including a preliminary review of storm water, are mitigated with generally accepted and sound planning, engineering, and urban design solutions, that reflect long-term solutions and sound fiscal investments.

   STAFF RESPONSE: If development is proposed for the property in the future, necessary studies or technical reports will be required and reviewed.

5. The application does not deter any existing or future development on adjacent property from meeting the goals and policies of the Comprehensive Plan.

   STAFF RESPONSE: The application does not deter any existing or future development or goals and policies of the Comprehensive Plan.

6. The design does not impede the construction of future public infrastructure within the area.

   STAFF RESPONSE: The existing site will not impede the construction of future public infrastructure within the area.

7. The recommendations of professional staff.

   STAFF RESPONSE: Staff recommends approval of the Preliminary Plat with conditions.

Approval of the preliminary plat shall constitute acceptance of the overall planning concepts for the subdivision and is a prerequisite for the filing of a final plat. After approval of the preliminary plat the applicant may proceed with the construction plans and submit the proposed final plat for review and approval.

Review Criteria: *A Final Plat shall be reviewed based on the following criteria:*

1. The layout and design of the final plat is in substantial compliance with the approved preliminary plat considering the number of lots or parcels; the block layout, street designs and access; the open space systems and civic design elements; the infrastructure systems; or other elements of coordinated developments.

STAFF RESPONSE: The final plat is in substantial compliance with the proposed preliminary plat considering the number of lots, layout, and access.

2. The construction plans meet all technical specifications.

   STAFF RESPONSE: No construction plans will be submitted for this Final Plat as development is not being proposed.

3. The phasing and timing of public improvements ensures construction and performance guarantees.

   STAFF RESPONSE: No construction plans will be submitted for this Final Plat.

4. Any deviations in the final plat brings the application in further compliance with the Comprehensive Plan and the purposes and intent of this Code.

   STAFF RESPONSE: There are no deviations from the Preliminary Plat proposed in the Final Plat.

5. Covenants meeting the City's approval and containing all requirements of the UDC are approved by the City Attorney's office.

   STAFF RESPONSE: Although staff does not believe any covenants or restrictions are being proposed, the City does not approve nor enforce private covenants and restrictions.

6. The recommendations of professional staff.

   STAFF RESPONSE: Staff recommends approval with conditions of the Final Plat.

Staff finds that the application for Final Plat meets all of the above review criteria. Approval of a final plat shall not constitute acceptance of public improvements. Such acceptance will require separate, formal action of the City Council.

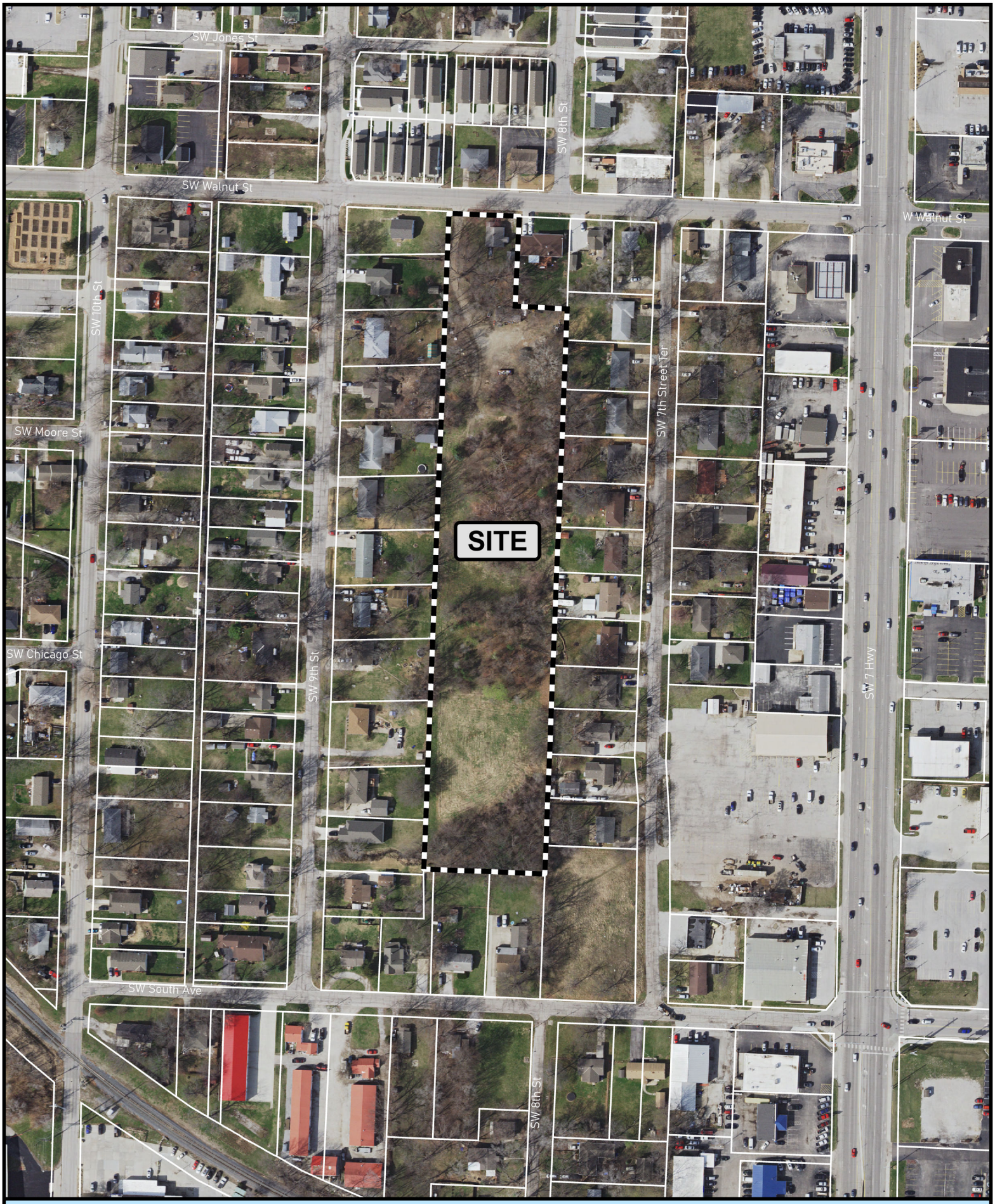
Staff Recommendation:

Staff recommends approval of the Preliminary Plat application with the following conditions:

1. Approval by the Planning Commission based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC.

Staff recommends approval of the Final Plat application with the following conditions:

1. Approval based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC.
2. Prior to the recording of the Final Plat, a building demolition permit for the existing accessory structure on the proposed Tract A shall be submitted to the City.
3. The Final Plat must be recorded with Jackson County.

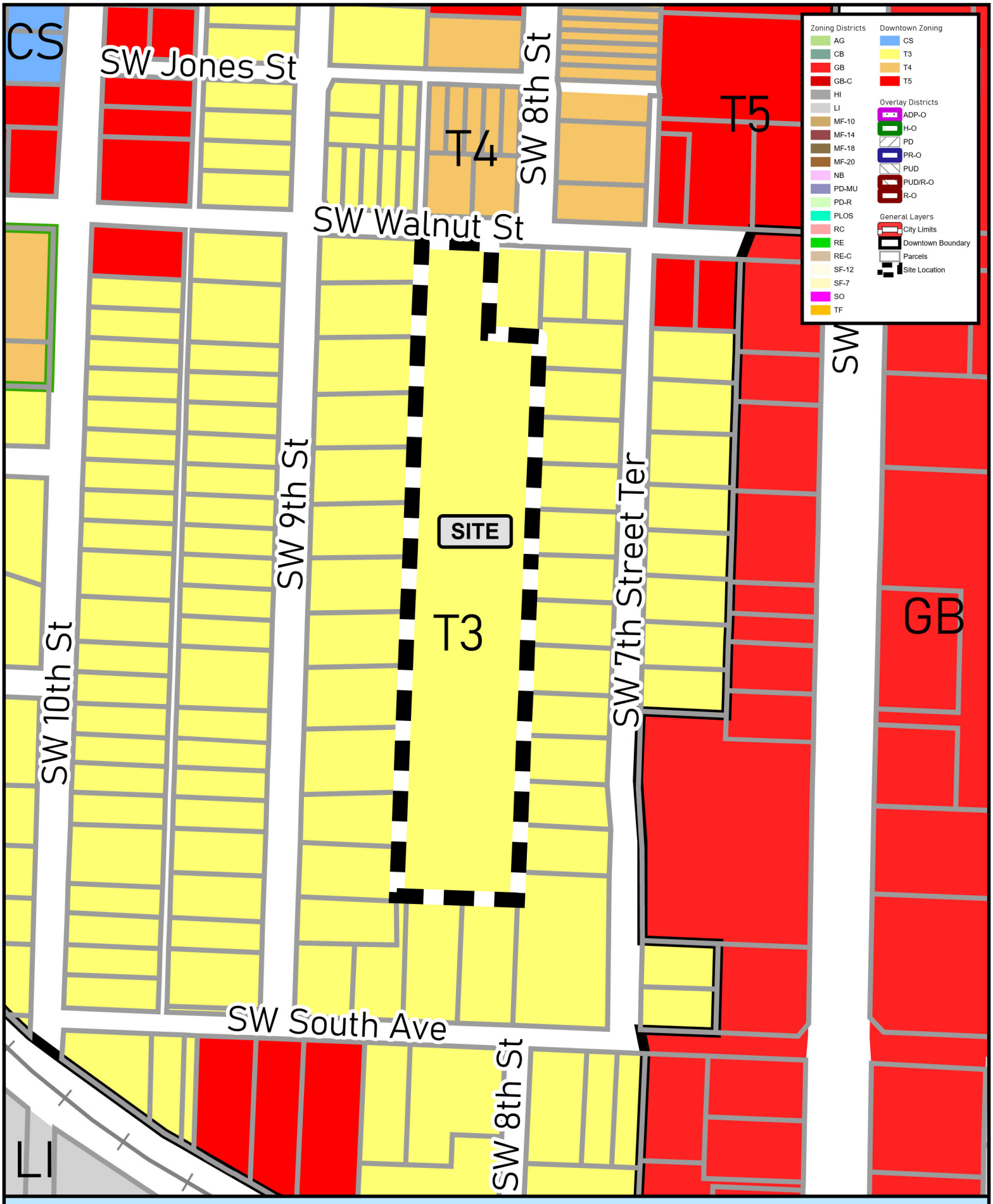


The City of Blue Springs Missouri

PP-06-24-9194 | PF-06-24-9195
802 SW WALNUT STREET
PARCEL # 36-710-01-03-00-0-00-000
AERIAL LOCATION MAP

N

1 inch = 200 feet
Date: 8/7/2024



The City of Blue Springs Missouri

PP-06-24-9194 | PF-06-24-9195
802 SW WALNUT STREET
PARCEL # 36-710-01-03-00-0-00-000
SITE LOCATION MAP

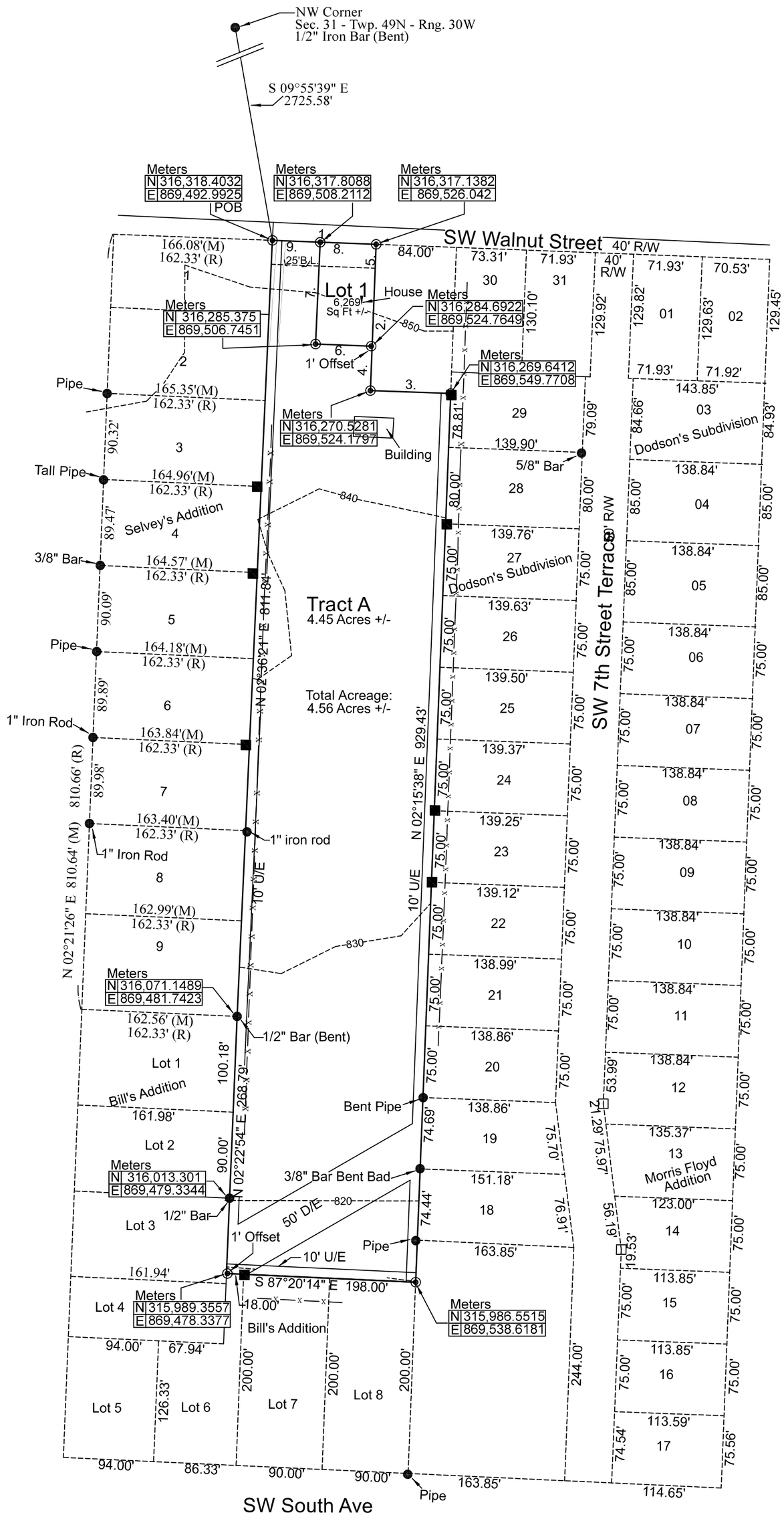
N

1 inch = 200 feet

Date: 8/6/2024

Preliminary Plat
Scire Estates

Northwest Quarter of the Southwest Quarter
Sec 31, Twp 49, Rng 30
Blue Springs, Jackson County, Missouri



Preliminary Plat Description:

A tract of land located in the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) for Section Thirty-one (31), Township Forty-nine (49) North, Range Thirty (30) West, Blue Springs, Jackson County, Missouri.
More particularly described as follows:
Commencing at the Northwest (NW) Corner for Section Thirty-one (31), Township Forty-nine (49) North, Range Thirty (30) West, Blue Springs, Jackson County, Missouri; thence S 09°55'39" E, a distance of 2725.58 feet to the Point of Beginning; thence along the South (S) Right of Way line for Southwest Walnut Street, S 87°48'34" E, a distance of 108.52 feet; thence departing said South (S) Right of Way line for Southwest Walnut Street, S 02°15'38" W, a distance of 153.00 feet; thence S 87°56'25" E, a distance of 84.00 feet to a point on the West (W) line of Dodson's Subdivision; thence along the West (W) line of said Dodson's Subdivision, S 02°15'38" W, a distance of 929.43 feet to the Northeast (NE) Corner of Bill's Addition; thence along the North (N) line of said Bill's Addition, N 87°20'14" W, a distance of 198.00 feet to the Northwest (NW) Corner of Lot 6 of said Bill' Addition; thence along the East (E) line of said Bill's Addition, N 02°22'54" E, a distance of 268.79 feet to the Northeast (NE) Corner of Lot 1 of said Bill's Addition; thence along the East (E) line of Selvey's Addition, N 02°36'21" E, a distance of 811.84 feet to the point of beginning, containing 4.56 acres more or less.
The above-described property is subject to easements, restrictions and right of ways of record.

General Notes:

1. Property title information taken from Owners and Encumbrance Report File No. 2412017 issued by Alliance Nationwide Title Agency LLC, dated March 13, 2024

2. Bearings shown hereon are based on the Missouri State Plain Coordinate System, West Zone, Nad 1983 (2011 Adjustment)

3. Land Area: Lot 1: 6,269 sq.ft.
Tract A: 193,842 sq.ft.
Plat Total: 200,111 sq.ft.

4. The subject property is being platted to seperate the home from the existing property.

5. FEMA Flood Map: 29095C0319G, Date: 01/20/2017

6. Lot 1 are single-family use. Tract A is being platted as Open Space/Furture Development.

7. Subject property and adjacent properties fall in the T-3 zoning district.

8. An application to demolish the accessory building shall be filed prior to the recording of the Final Plat.

Property Line Data:
1. S 87°48'34" E 108.52'
2. N 02°15'38" E 153.00'
3. S 87°56'25" E 84.00'
4. N 02°15'38" E 46.47'
5. N 02°15'38" E 106.53'
6. S 87°48'34" E 59.16'
7. N 02°36'21" E 106.54'
8. S 87°48'34" E 58.52'
9. S 87°48'34" E 50.00'

Scale: 1"=100'

Vivinity Map

Surveyor's Notes:

Basis of Bearings were established from surveys of record, and existing monumentation.Survey was established from existing monumentation, existing structures, record deed, and surveys of record. The Missouri Board of Architects, Professional Engineers, Professional Surveyors Classify the surveyed property as Suburban.
1A) Wallace Instrument #2004I0093599

Legend:

- Monument Found
- Calculated Corner
- R/W Right of Way
- Fence Corner
- —x—x— Fence
- Set 1/2" Iron Bar & Cap PLS-2003013174

Survey Prepared for: Bridget Junkins
20521 S. State Route 7 Hwy
Pleasant Hill, Missouri 64081

Survey Prepared by: Northland Surveying Inc.
38995 West 92nd Street
Richmond, Missouri 64085
(816) 776-3606

I hereby certify that a subdivision plat was made by me, or under my direct supervision, on the ground of the premises herein described, and the results of said survey are represented hereon. This plat was executed in accordance with the current standards for property boundary surveys (type urban) in the State of Missouri. I further certify that I have complied with all statutes, ordinances and regulations governing the practice of surveying and platting of subdivisions to the best of my professional knowledge and belief. I further certify that this Preliminary Plat is a correct representation of the proposed lot layout.

DATE: _____

_____
MARK HAWKINS P.L.S.
PLS-2003013174

Scire Estates

Northwest Quarter of the Southwest Quarter
Sec 31, Twp 49, Rng 30
Blue Springs, Jackson County, Missouri

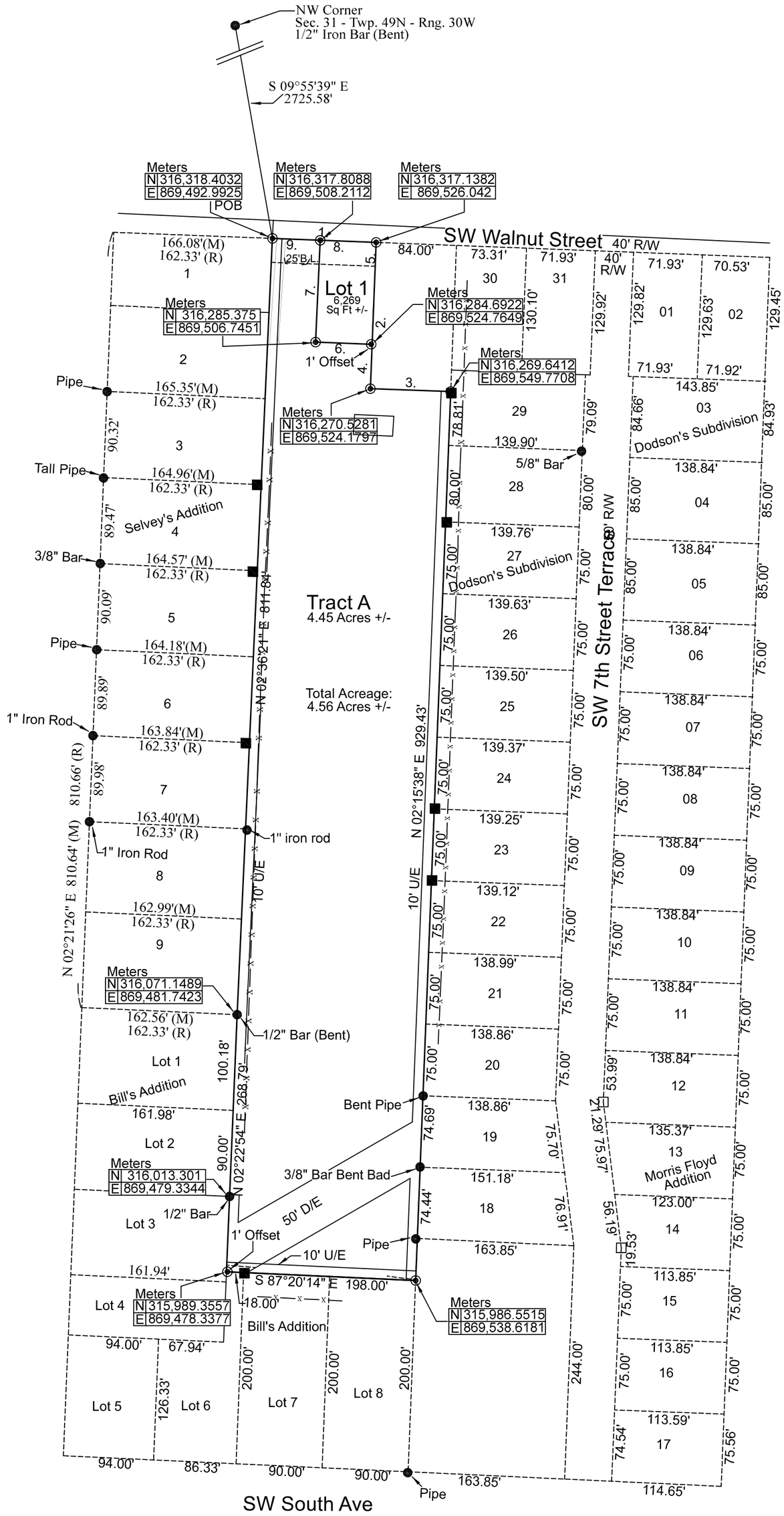
Job No: 23-0374	Drawn By: KLH
Scale: 1"=100'	Date: 01-24-24

Northland Surveying

Received
08/05/2024 8:30:23 AM

Final Plat
Scire Estates

Northwest Quarter of the Southwest Quarter
Sec 31, Twp 49, Rng 30
Blue Springs, Jackson County, Missouri



Plat Description:

A tract of land located in the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) for Section Thirty-one (31), Township Forty-nine (49) North, Range Thirty (30) West, Blue Springs, Jackson County, Missouri.
More particularly described as follows:
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The above-described property is subject to easements, restrictions and right of ways of record.

General Notes:

1. Property title information taken from Owners and Encumbrance Report File No. 2412017 issued by Alliance Nationwide Title Agency LLC, dated March 13, 2024 and surveys of record.
2. Bearings shown hereon are based on the Missouri State Plain Coordinate System, West Zone, Nad 1983 (2011 Adjustment)
Scale Factor: 0.9999411765

3. Land Area: Lot 1: 6,269 sq.ft.
Tract A: 193,842 sq.ft.
Plat Total: 200,111 sq.ft.

4. Surveyed property is in Flood Zone X per FEMA Flood Map: 29095C0319G, Date: 01/20/2017

Purpose Statement
The purpose of this Final Plat is to create one (1) lot, containing a single-family dwelling and detached garage, and one (1) tract of land for future development.

Dedication
The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manor shown on the accompanying plat, which plat and subdivision shall hereafter be known as Scire Estates

Easements
An easement or license is hereby granted to the City of Blue Springs, Missouri to locate, construct and maintain or to authorize the location, construction and maintenance of conduits, poles, wires and accessories thereto for any and all public utility or service including but not limited to water, gas, sanitary sewer, storm drainage, and cabletelevision upon, along and over those areas outlines and designated on this plat as "utility easement" or U/E the use of any easement designated for a specific purpose such as "drainage easement" or D/E shall be limited to the stated purpose.
No Building, wall, pool or permanent structure shall be built or placed upon or within any easement, except "landscape easements", as shown on this plat.

OWNERS CERTIFICATION

In testimony whereof, Bridget Junkins has subscribed Scire Estates name,
this _____ day of _____, 20____.

_____
Bridget Junkins

NOTARY CERTIFICATION:

State of _____)
)SS
County of _____)

On this _____day of_____, 20_____, before me a Notary Public in and for the State personally appeared the above persons, who executed the within instrument and acknowledged to me that they executed the same for the purposes therein stated.

My Commission Expires:_____

_____
Notary Public

CITY'S CERTIFICATE
This hereby certifies that the accompanying plat of "Scire Estates" was submitted to and approved by the Mayor and City Council ofthe City of Blue SPrings, Jackson County, Missouri on this _____ day of _____, 20____, by Ord. No. _____.

_____
Chris Lievsay, Mayor

_____
Erin Ford, City Clerk

_____
Chris Henning,
Planning Commission Chair

_____
Mike Mallon,
Senior Director of City Development

_____
James Burgess,
City Engineer

_____
Approved by the Jackson County
Assessment Department

Property Line Data:
1. S 87°48'34" E 108.52'
2. N 02°15'38" E 153.00'
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9. S 87°48'34" E 50.00'

Vivinity Map

Surveyor's Notes:

Basis of Bearings were established from surveys of record, and existing monumentation.Survey was established from existing monumentation, existing structures, record deed, and surveys of record. The Missouri Board of Architects, Professional Engineers, Professional Surveyors Classify the surveyed property as Suburban.
1A) Wallace Instrument #2004I0093599

Legend:

- Monument Found
- Calculated Corner
- R/W Right of Way
- Fence Corner
- —x—x— Fence
- Set 1/2" Iron Bar & Cap PLS-2003013174

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Richmond, Missouri 64085
(816) 776-3606

I hereby certify that a subdivision plat was made by me, or under my direct supervision, on the ground of the premises herein described, and the results of said survey are represented hereon. This plat was executed in accordance with the current standards for property boundary surveys (type urban) in the State of Missouri. I further certify that I have complied with all statutes, ordinances and regulations governing the practice of surveying and platting of subdivisions to the best of my professional knowledge and belief. I further certify that this Preliminary Plat is a correct representation of the proposed lot layout.

DATE: _____

_____
MARK HAWKINS P.L.S.
PLS-2003013174

Scire Estates

Northwest Quarter of the Southwest Quarter
Sec 31, Twp 49, Rng 30
Blue Springs, Jackson County, Missouri

Job No: 23-0374	Drawn By: KLH
Scale: 1"=100'	Date: 01-24-24

Northland Surveying

Received
08/05/2024 8:30:28 AM

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 #:	PP-06-24-9194; PF-06-24-9195
PC MEETING:	8/12/2024
CC MEETING:	8/19/2024
BOA MEETING:	n/a
NEWSPAPER:	n/a
NOTICE LETTERS:	n/a
PLANNER:	Dave McCumber

PROJECT LOCATION INFORMATION (*separate applications required if project boundaries differ*)

J + J Acres
Project Name

802 Walnut
Project Address (Parcel ID if No Address Assigned or Multiple Addresses) | Legal Description (attach as a separate page if too large)

Existing Zoning	Existing Land Use	Proposed Zoning	Proposed Land Use	Total Acreage	# of Proposed Lots

APPLICATION (*check all that apply*)

LAND USE
- ☐ Conditional Use
- ☐ Rezoning
- ☐ General Development Plan

LAND SUBDIVISION
- ☐ Preliminary Plat
- ☐ Final Plat
- ☐ Administrative Plat

MASTER PLANS
- ☐ PD Concept Plan
- ☐ PD Final Plan
- ☐ PUD Concept Plan-Amended
- ☐ PUD Final Plan
- ☐ PRO Concept Plan-Amended
- ☐ PRO Final Plan
- ☐ Redevelopment Modification Plan

SITE DEVELOPMENT
- ☐ Appearance Review
- ☐ Site Plan/Design Review (SPDR)
- ☐ PD Final Plan / SPDR
- ☐ PUD Final Plan / SPDR
- ☐ Administrative SPDR

SIGNAGE
- ☐ Master Sign Plan
- ☐ Administrative Sign Plan
- ☐ Appeal for Minor Sign Adjustment

OTHERS
- ☐ Vacation
- ☐ Variance
- ☐ Alternative Dev. Standards

APPLICANT & PROPERTY OWNER INFORMATION

Bridget Junkin c/o John Saire (816) 699-2851
Name of Applicant | Company | Phone | Email Address

20521 South State Route 7 | Pleasant Hill | MO | 64080
Address | City | State | Zip Code

I agree to allow the City of Blue Springs to copy and distribute all submitted project plans, materials, and information and post on the official City of Blue Springs web site as necessary for the project approval process, including public hearings. Furthermore, all submitted plans, materials, and information meet all UDC requirements unless specifically stated otherwise in an attached letter. Additionally, I agree that the Applicant and the Property Owner are jointly and severally liable to pay the City of Blue Springs all applicable fees and costs required for the project approval process.

x Bridget Junkin
Applicant Signature | Date

Bridget Junkin
Name of Property Owner | Phone | Email Address

Address | City | State | Zip Code

I declare, under penalty of perjury, that in applying for this application, I am the owner of this property and that the statements herein and all information herewith submitted are, to the best of my knowledge and belief, true and correct. In the event of corporate ownership, all Directors, Officers, Stockholders of each Corporation owning more than five percent (5%) of any class of stock is listed in an attached letter. With the signing and submittal of this application, I authorize the City of Blue Springs to enter onto the subject property to collect data and other information in order to accurately prepare reports or other documentation for review by City Council, Boards & Commissions, and City Staff. Additionally, I agree that the Applicant and the Property Owner are jointly and severally liable to pay the City of Blue Springs all applicable fees and costs required for the project approval process.

x Bridget Junkin — 4/23/24
Property Owner Signature | Date

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REQUIRED DOCUMENTS CHECKLIST FOR ALL APPLICATIONS			
	REQUIREMENT	**DESCRIPTION**	**NUMBER**
☐	**Project Location Information**	Complete 1st page of this Application	
☐	**Legal Description** *(digital copy required for public hearings only)*	One 8.5" x 11" copy & a digital copy in Microsoft Word format emailed to comdevlegal@bluespringsgov.com	
☐	**Plans Set Sealed by the Proper Entity Registered in the State of Missouri**	Full plans set folded & collated; See Guidebook for plans set requirements	Varies
		Reduced set of full plans set on 8.5" x 11"	1 set
☐	**Other Required Documents**	Other Required Documents such as Stormwater Study; Traffic Study; etc. on 8.5"x11"	2 sets
☐	**Application Specific Requirements Checklist**	Attach applicable pages from the Guidebook.	
☐	**Other Required Information**	See UDC Chapter 403 (Development Review Procedures) for any other required information. For Signage requirements, see Chapter 501 (Sign Code).	

PROJECT DESCRIPTION:

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06/24/2024 1:57:44 PM

CONTACT INFORMATION SHEET

PROJECT LEAD

Name | Company Name

Address | City | State | Zip

Email | Phone | Fax

DEVELOPER

Name | Company Name

Address | City | State | Zip

Email | Phone | Fax

ENGINEER

Name | Company Name

Address | City | State | Zip

Email | Phone | Fax

ARCHITECT

Name | Company Name

Address | City | State | Zip

Email | Phone | Fax

SURVEYOR

Justin c/o Northland SurveyCo
Name | Company Name

38995 West 92nd | Richmond, MO | 64085
Address | City | State | Zip

northlandsurveyor@yahoo.com | 816 776-3606
Email | Phone | Fax

LANDSCAPE ARCHITECT

Name | Company Name

Address | City | State | Zip

Email | Phone | Fax

ATTORNEY

Name | Company Name

Address | City | State | Zip

Email | Phone | Fax

OTHER CONTACT

Name | Company Name

Address | City | State | Zip

Email | Phone | Fax

Received
06/24/2024 1:57:44 PM

Introduced by Councilmember _____ BILL NO. 5247
(PF-06-24-9195)

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE FINAL PLAT OF SCIRE ESTATES, LOCATED AT 802 SW WALNUT STREET, BLUE SPRINGS, JACKSON COUNTY, MISSOURI

WHEREAS, on June 24, 2024, the Applicant, Bridget Junkin c/o John Scire, submitted a Planning Application for the Scire Estates Final Plat; and

WHEREAS, on August 12, 2024, the Planning Commission voted unanimously in favor of the Final Plat and sent their recommendation of approval to the City Council; and

WHEREAS, on August 19, 2024, the City Council approved the Scire Estates Final Plat.

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

Section 1. The Final Plat of Scire Estates, BLUE SPRINGS, JACKSON COUNTY, MISSOURI, hereinbefore presented to the City Council and having been found to be in compliance with the Unified Development Code (UDC), its amendments, and other ordinances of the City of Blue Springs, is hereby approved subject to the following conditions and those set out in the Planning Commission Staff Report for Case File Number PF-06-24-9195 submitted to the Planning Commission at its August 12, 2024, meeting including the following conditions:

1. Approval based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC.
2. Prior to the recording of the Final Plat, a building demolition permit for the existing accessory structure on the proposed Tract A shall be submitted to the City.
3. The Final Plat must be recorded with Jackson County.

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 19th day of August 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: August 13, 2024

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

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

ISSUE/REQUEST

Passage of a Bill approving the Final Plat for Dutch Bros Coffee (PF-06-24-9178), consisting of one lot located at 701 NW MO-7 Hwy.

BACKGROUND/JUSTIFICATION

The applicant, Jay O'Dell of Aubry Enterprises, on behalf of the property owner, is requesting approval of a Final Plat for Dutch Bros Coffee. This property is approximately 0.506 +/- acres and is zoned "GB" (General Business). The Final Plat consists of one lot.

The project will include construction of a three-tenant (4,721 sq ft) commercial pad site to be built on a vacant parcel located at the Copperleaf Village Shopping Center. The Final Plat will consist of 0.50 +/- acres. The development is proposed to be redeveloped in a single-phase. The gravity sanitary sewer is located on MO-7 Hwy. on the east side of the development. The development is required to install open-space landscaping and will include a three-foot tall masonry wall with materials to match the commercial retail building. This masonry wall will help shield MO-7 Hwy. from the headlights stacking in the drive-thru.

The Final Plat for Dutch Bros Coffee is in substantial conformance with the Dutch Bros Coffee Preliminary Plat considering the lot, layout, and access. The Planning Commission recommended approval for the Final Plat for Dutch Bros Coffee.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
August 20, 2024	N/A

STAFF RECOMMENDATION

Staff recommends approval of the Final Plat application with two conditions:

1. Approval based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC.
2. Prior to Building Permit issuance, the Final Plat must be recorded with Jackson County.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Planning Commission
Date:	August 12, 2024
Action:	Recommend Final Plat: 7 Aye, 0 No

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Staff Report with attachments; Site Location Map; Site Location Zoning Map; Final Plat Map; Application
2. Bill approving the Final Plat

REVIEWED BY:

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

PLANNING APPLICATION REVIEW
STAFF REPORT

Meeting Dates:	Planning Commission: August 12, 2024 City Council: August 19, 2024
Project Name:	***Dutch Bros Coffee***
Site Location:	701 NW 7 HWY Unit A
Project Request:	**SPDR-06-24-9180**; Site Plan Design Review for approval of a multi-tenant pad site, including a drive-thru coffee business and general commercial retail spaces. **PF-06-24-9178**; Final Plat of Lot 1A, Copperleaf Shopping Center Replat and Lot 122, Melody Acres.

Applicant: Jay O'Dell │ Aubry Enterprises
Property Owner: Vadim Agarmirzoyan │Kavaso Investments
Staff Planner: Shantele Frie │ Associate Planner

Project Description: The applicant is requesting the approval of a Site Plan Design Review and a Final Plat for the property located at 701 NW 7 HWY Unit A. The project includes the construction of a three-tenant (4,721 sq ft) pad site building to be built on a vacant tract located at the Copperleaf Village Shopping Center. The Final Plat consists of one (1) lot containing 0.506 +/- acres.

Staff Recommendation: Staff recommends approval with conditions of the Site Plan Design Review and Final Plat. Conditions are identified at the end of the staff report.

Previous Actions:

Date	Review Body	Action
08/22/2005	Planning Commission	Approved a Site Plan/Design Review/Redevelopment Modification Plan
08/22/2005	Planning Commission	Approved a Redevelopment Modification Plan
05/22/2005	Planning Commission	Approved a Site Plan/Design Review
06/19/2006	City Council	Approved Final Plat
07/10/2006	Planning Commission	Approval of a Master/Alternative Sign Plan
05/05/2012	Planning Commission	Approval of a Redevelopment Modification Plan.
01/10/2022	Planning Commission	Approval of Preliminary and Final Plats for a replat of Copperleaf Village Shopping Center
01/18/2022	City Council	Approval of Final Plat for a replat of Copperleaf Village Shopping Center.

11/2022	Administrative	Approval of Administrative Coffee Conveyance Plat to sell property

Future Applications: The Final Plat must be recorded at Jackson County before the issuance of building permits.

Adjacent Properties:

Direction	Current Zoning	Current Land Use(s)
North:	"GB" (General Business)	Copperleaf Village Shopping Center
South:	"GB" (General Business)	Bank/ATM
East:	"GB" (General Business)	Con Carpet Business
West:	"GB" (General Business)	Copperleaf Village Shopping Center

SITE PLAN DESIGN REVIEW & FINAL PLAT ANALYSIS

The site plan design review process coordinates development projects within the public realm and with adjacent sites and specifically demonstrates how new projects meet the development and design standards of this Development Code.

Preservation: The site was previously developed with a single commercial building but was removed leaving the parcel vacant in Copperleaf Village Shopping Center for some time. Once developed, the lot will have more green space than what existed before when the site was vacant.

Phasing: The development is proposed to be redeveloped in a single-phase.

Streets & Sidewalks: The development plans include closing the existing drive points at MO-7 HWY and NW R Mize Road and utilizing the existing access drives that currently serve the Copperleaf Shopping Center. Sidewalks will be installed along the frontage of MO-7 HWY in accordance with MoDOT's street plan. A 5-ft wide sidewalk meeting Americans with Disabilities Act regulation will be required along NW R D Mize and MO-7 HWY.

Traffic: A Traffic Impact Study has been completed to determine how this development will influence traffic along MO-7 HWY and R D Mize Road. The study indicated that the development would have some impact on the northbound MO-7 HWY due to right-turning traffic during AM and PM peak hours. MoDOT determined that the access point located on R D Mize would be required as a right-in and right-out.

Stormwater: The site improvement consists of constructing a 4,721-SF pad-site building to include a 1,159-SF Dutch Bros Coffee with a drive-thru, two retail spaces totaling 3,562-SF, and the necessary site improvements for proper operations. These improvements will disturb 0.96 acres and decrease the impervious area from 29,363-SF (existing) to 26,135-SF (proposed). Based on APWA Section 5600, the improvements meet exemption A3, and detention is not required with the decrease in impervious areas. Based on the BMP manual, the improvements do not require water quality measures because the overall project is less than 1 acre.

Sanitary Sewer: The gravity sanitary sewer is located on MO-7 HWY on the east side of the development. An engineer or surveyor will need to determine whether the sewer invert elevations are such that this development will utilize this sanitary sewer.

Open Space: Per the "GB"-General Business zoning district standards, twelve (12) percent of the parking areas must be designated open space. The development is required to install open-space landscaping.

Land Use: The proposed land use of the property is for fast food restaurants/small commercial retail, which is allowed by right in the General Business District. The applicant is proposing the southmost space to be used by Dutch Bros. Coffee and additional smaller commercial retail spaces.

Building Typology: The proposed development is classified as a "Pad Site Building" type, which is defined as "a free-standing building similar to a small commercial building, but on a larger lot that includes more space for frontage designs, landscape, and buffers, and access and circulations." The "GB" zoning district permits this type of building. The applicable development standards are provided in the table below.

Pad Site Building

Standard	Requirement	Proposed
Frontage Width	75-ft. min.	132 ft.
Lot Area	7,500 sq ft	22,064 sq ft
Front Setback	10-ft. min.	50-ft.
Side Setback	10-ft. min.	71.63-ft.
Rear Setback	20-ft. min	34.31-ft.
Building Height	30-ft. max.	24-ft
Building Coverage	65% of lot area max.	46%
Frontage Type	Terrace	Terrace

Parking: Vehicular parking is required and proposed as follows:

Land Use	Required	Provided
Restaurant, fast-food	1 space per 75 square feet of customer service or dining area; 1 per 200 square feet in no customer service or dining area, plus stacking Minimum 6 parking spaces Minimum of 8 stacking spaces	18 regular parking spaces, 1 ADA and 16 stacking spaces will be provided

Bike parking is required and proposed as follows:

Zoning/Land Use	Required	Provided
Retail or Office uses	10% of the required vehicle spaces up to 200 vehicle parking spaces	2 Bike parking spaces

The development will include a three-foot tall masonry wall with materials to match the commercial retail building. This masonry wall will help shield MO-7 HWY from the headlights stacking in the drive-thru.

Pedestrian Access: The plans include 8-foot sidewalks around the exterior of the building. For pedestrian safety, parking bollards will be installed along the north side of the building. There will be a curb installed on the east side of the building for the same purpose. Additionally, the developer will install a minimum 5-foot-wide sidewalk along R D Mize Road. These sidewalks will meet the Americans with Disabilities Act regulations, including maximum cross slop requirements along drives.

Architectural Character: The site includes a single-story pad-site building with 3 retail spaces. The building proposed is to have fiber cement siding with brick veneer siding accents. The buildings and site design are required to meet the Non-Residential Design Standards in UDC Section 407.090.

Frontage & Landscaping: The applicant has provided a landscape plan for the site that meets all landscaping, buffering, and frontage requirements. The developer is preserving several existing trees and proposing to plant various trees and shrubs throughout the available green space.

Outdoor Lighting: The applicant has provided a photometric plan; however, the outdoor lighting will be reviewed in further detail with the building permit. All outdoor lighting must comply with Section 407.060. **It must meet the minimum average light output across the site and the maximum light output at the property line allowed by the Code.**

Screening: In accordance with Section 407.090.H, all roof-mounted and ground level equipment shall be completely screened from view. Roof screens, ground level screens, and enclosures, when used, shall be coordinated with the building to maintain a unified appearance. **Any proposed screening shall be shown on the building permit plans and is subject to administrative review by staff prior to issuance of a building permit. All screening must be completed prior to the issuance of a Certificate of Occupancy for the addition.**

Signage: Building-mounted signage is proposed on the building and shown for illustrative purposes only. Signs that comply with the Sign Code may be approved through the standard administrative sign permitting process. If proposed signage does not meet the current requirements, the applicant may request a Master/ Alternative Sign Plan, which the Planning Commission would review.

Review Criteria: *A Site Plan Design Review shall be reviewed according to the following criteria:*

1. Compliance with the requirements of this Development Code.

   STAFF RESPONSE: The plan meets the requirements of the Development Code.

2. The application is consistent with any approved specific plans, overlay districts, concept plans, or other specific design and development policies or standards applicable to the site.

STAFF RESPONSE: There are no specific design and development policies or standards applicable to the site.

3. Whether any additional site-specific conditions are necessary to meet the intent and design objectives of any of the applicable development standards.

   STAFF RESPONSE: The applicant's site plan design includes utilizing two existing access points and connecting to the existing access easements provided from adjacent parcels to the north and west.

4. The application meets the criteria for all other reviews needed to build the project as proposed.

   STAFF RESPONSE: The application meets the criteria for all other reviews needed to build the project as proposed.

5. The recommendations of professional staff.

   STAFF RESPONSE: Staff recommends approval of the Site Plan Design Review with the conditions as listed at the end of the staff report.

Approval of a site plan and design review shall authorize the applicant to apply for a building permit.

Review Criteria: *A Final Plat shall be reviewed based on the following criteria:*

1. The layout and design of the final plat is in substantial compliance with the approved preliminary plat considering the number of lots or parcels; the block layout, street designs and access; the open space systems and civic design elements; the infrastructure systems; or other elements of coordinated developments.

   STAFF RESPONSE: The final plat is in substantial compliance with the proposed preliminary plat considering the lot, layout, and access.

2. The construction plans meet all technical specifications.

   STAFF RESPONSE: Construction plans were reviewed for adequacy and conformance with adopted technical specifications and were approved by Staff.

3. The phasing and timing of public improvements ensures construction and performance guarantees.

   STAFF RESPONSE: After final plat is approved construction plans will be submitted and reviewed for accuracy.

4. Any deviations in the final plat brings the application in further compliance with the Comprehensive Plan and the purposes and intent of this Code.

   STAFF RESPONSE: There are no deviations from the Preliminary Plat proposed in the Final Plat.

5. Covenants meeting the City's approval and containing all requirements of the UDC are approved by the City Attorney's office.

   STAFF RESPONSE: Although staff does not believe any covenants or restrictions are being proposed, the City does not approve nor enforce private covenants and restrictions.

6. The recommendations of professional staff.

   STAFF RESPONSE: Staff recommends approval of the Final Plat with the conditions as listed below.

Approval of a final plat shall not constitute acceptance of public improvements. Such acceptance will require separate, formal action of the City Council.

STAFF RECOMMENDATION:

Staff recommends approval of the Site Plan Design Review application with the following conditions:

1. Approval based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC.
2. A building permit is required to be approved prior to construction of the new building addition.
3. All required site improvements, including landscaping, screening and 5-ft. sidewalks along SW MO- 7 Hwy, are required to be installed prior to the issuance of a Certificate of Occupancy.

Staff recommends approval of the Final Plat application with the following conditions:

1. Approval is based on the representations of any drawings presented as part of this application and does not waive any requirements or development standard contained in the UDC.
2. Prior to building permit issuance, the Final Plat must be approved and recorded with Jackson County.

Blue Springs, MO





Legend

- City Limits
- City Parcels
- County Parcels

Notes

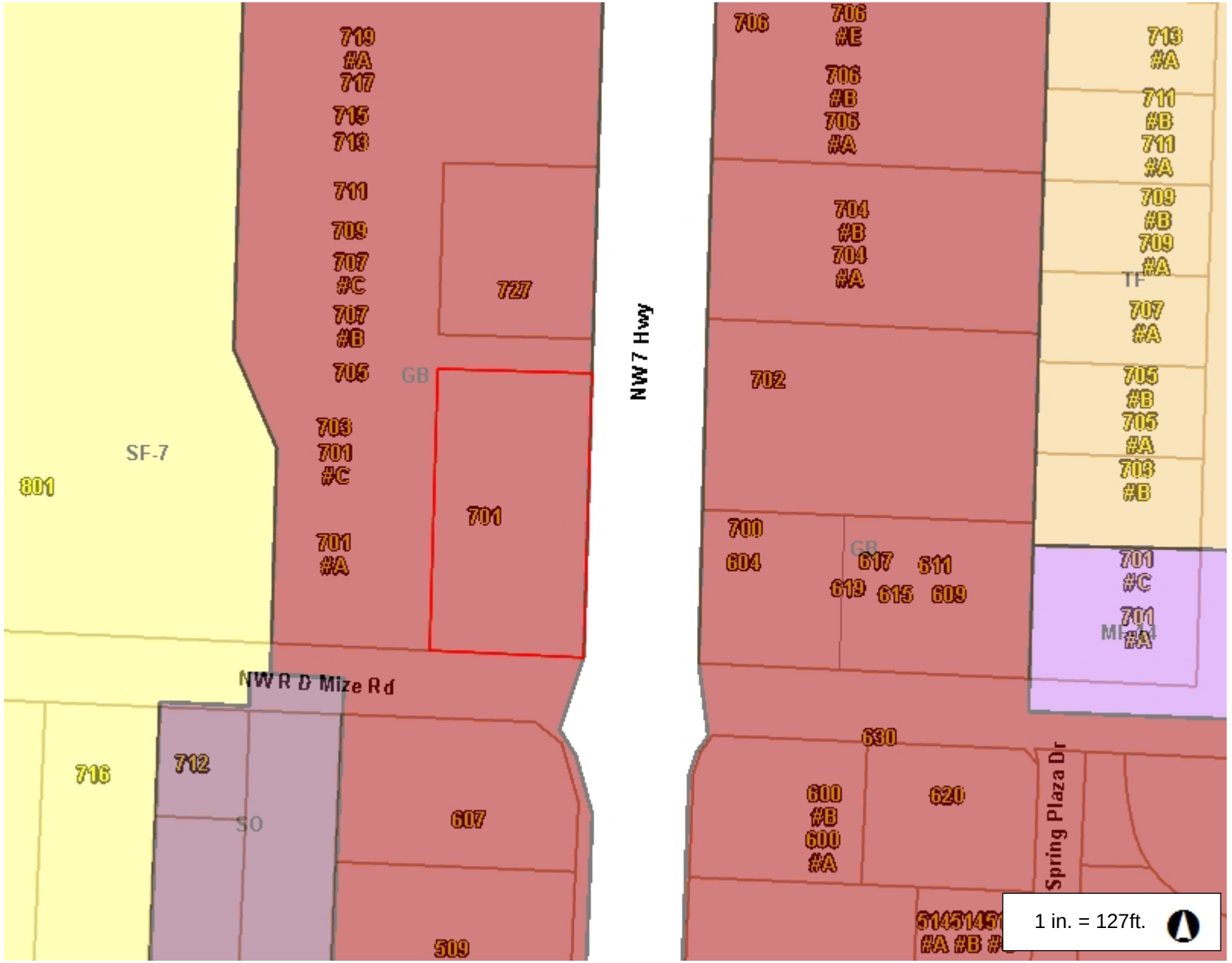
Dutch Bros Coffee
GDP-06-24-9177; PF-06-24-9178;
PP-06-24-9179; SPDR-06-24-9180

254.8 0 127.40 254.8 Feet

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Blue Springs, MO





Legend

Zoning Overlays

- ADP-O
- H-O
- PD
- PR-O
- PUD
- PUD/R-O
- R-O

Zoning Districts

- Agricultural
- Central Business
- Civic Service
- County - General Business
- County - Local Business
- County - Multi-Family
- County - Residential Estate
- County - Single Family
- Downtown Zoning - T3
- Downtown Zoning - T4
- Downtown Zoning - T5
- General Business
- Heavy Industrial
- Light Industrial
- Multi Family - 10
- Multi Family - 14
- Multi Family - 18

254.8 0 127.40 254.8 Feet

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

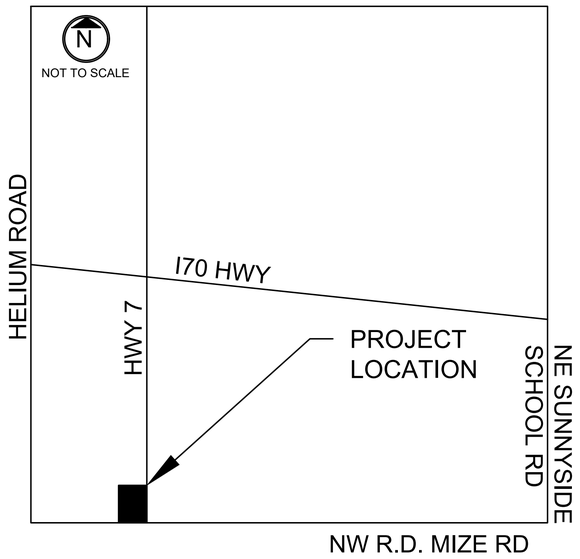
Dutch Bros Coffee
GDP-06-24-9177; PF-06-24-9178;
PP-06-24-9179; SPDR-06-24-9180

DUTCH BROS COFFEE & RETAIL BLUE SPRINGS

PRELIMINARY & FINAL PLAT
FINAL DEVELOPMENT PLANS

701 NW 7 HWY UNIT A
BLUE SPRINGS, MO 64015

7/9/2024



SITE VICINITY MAP

SECTION 30,TOWNSHIP 49N, RANGE 30 W

SHEET LIST

	TITLE
	PRELIMINARY PLAT
	FINAL PLAT
A1.00	FLOOR PLAN
A1.01	TRASH ENCLOSURE PLAN AND DETAILS
A2.00	COLORED ELEVATIONS
C1.0	COLOR SITE PLAN
C2.0	SITE PLAN
C3.0	GRADING PLAN
C4.0	UTILITY PLAN
L1	LANDSCAPE PLAN
E0.01	PHOTOMETRIC PLAN

PROJECT CONTACTS

DEVELOPER
KAVASO INVESTMENTS
6977 NAVAJO RD #221
SAN DIEGO, CA 92119
VADIM AGARMIRZOYAN

ENGINEER OF RECORD
AUBRY ENTERPRISES
JAY D. O'DELL, P.E.
5912 MAPLE ST.
MISSION, KS 66202
JAY.ODELL@AUBRYENTERPRISES.COM

ARCHITECT
CORALIC ARCHITECTURE
EDIN CORALIC
9700 MACKENZIE RD, STE. 222
ST. LOUIS, MO 63123
EDIN@CORALICARCHITECTURE.COM

SURVEYOR OF RECORD
STRICT & COMPANY, INC.
806 S. CREEKSIDE DR.
GARDNER, KS 66030
(913) 856-0164

APPROVED BY

NAME DATE

Know what's **below.** **Call** before you dig.

STATE OF MISSOURI
JAY D. O'DELL
NUMBER PE-2017019021
PROFESSIONAL ENGINEER

JAY D. O'DELL
PE-2017019021 7/10/2024

CLIENT
KAVASO INVESTMENTS
6977 NAVJO RD #221
SAN DIEGO, CA 92119

ENGINEERING FIRM OF RECORD
aubry enterprises.
KANSAS OFFICE
5912 MAPLE ST
MISSION, KS 66202
COLORADO OFFICE
48700 COUNTY RD FF
AKRON, COLORADO 80720

REV	DESCRIPTION	DATE

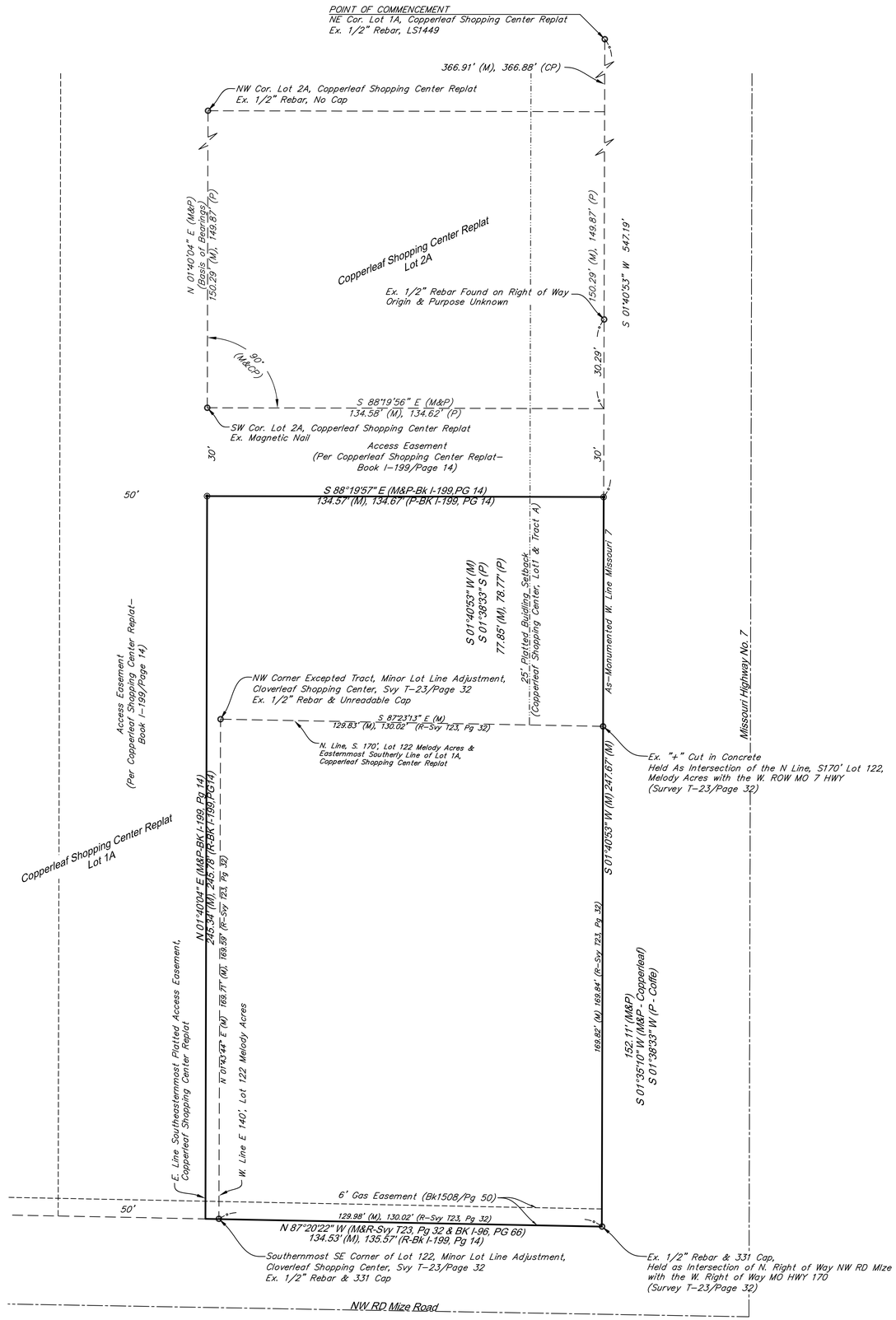
DUTCH BROS COFFEE & RETAIL BLUE SPRINGS
7/9/2024

CIVIL IMPROVEMENTS

701 NW 7 HWY UNIT A
BLUE SPRINGS, MO 64015

TITLE

Received
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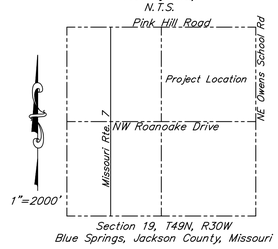
SCI Project No.: 24006

Final Plat of:

DUTCH BROS COFFEE

Part of Lot 1A, Copperleaf Shopping Center Replat and Part of Lot 122 Melody Acres, Both Being Subdivisions in the City of Blue Springs, Jackson County, Missouri

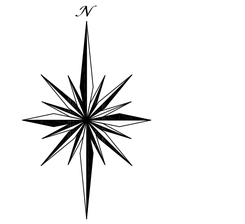
Vicinity Map
N.T.S.



Section 19, T49N, R30W
Blue Springs, Jackson County, Missouri

Symbol Legend

- Ex. Section Corner (Monument Noted)
- Found Iron Bar (Origin Noted if Known)
- Set 5/8" x 24" Rebar & MO 2001015274 Cap
- (R) Record Dimension
- (M) Measured Dimension



Basis of Bearings:
Missouri Coordinate System of 1983 (2003)
based upon Missouri Geographic Refererence System
Monument JA–140, KC Metro Aluminum GRS Disk stamped
JA–140A, 1994

DESCRIPTION:
All that part of Lot 1A, COPPERLEAF SHOPPING CENTER REPLAT and Lot 122, MELODY ACRES, both being recorded subdivisions lying within the City of Blue Springs, Jackson County, Missouri, being further described by Joseph B. Strick, Missouri PLS 2001015274 of Strick & Co., Inc. as follows:

COMMENCING at the Northeast corner of Lot 1A, COPPERLEAF SHOPPING CENTER REPLAT, thence South 01°40'53" West, along the East line of said Lot 1 and along the Westerly right of way of Missouri Highway 7 as now exists, a distance of 547.19 feet to the intersection of said East line with the Southerly line of an existing thirty foot wide platted Access Easement as dedicated on the final plat of Copperleaf Shopping Center Replat and POINT OF BEGINNING; thence South 01°40'53" West, continuing along the East line of said Lot 1 and said Westerly right of way, a distance of 247.67 feet to the intersection of said Westerly right of Way with the Northerly right of way of NW RD Mize road, as now exists; thence North 87°20'22" West, along said Northerly right of way, a distance of 134.53' to the intersection of said Northerly righ of way with the Easterly line of an existing fifty foot wide platted Access Easement as dedicated on the final plat of Copperleaf Shopping Center Replat; thence North 01°40'04" West, along the Easterly line of said platted Access Easement, a distance of 254.34 feet (measured, 254.78' platted) to the intersection of said Easterly line with the Southerly line of the aforementioned existing thirty foot wide platted Access Easement; thence South 88°19'56" East, along said Southerly line, a distance of 134.57 feet (measured, 134.67' platted), to the POINT OF BEGINNING and containing 33,165.43 square feet, more or less.

LAND USE STATEMENT:
Parcel is being platted for pad site development.

DEDICATION:
The undersigned representatives for the Owner of the above described land have caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision and plat shall hereafter be known as "DUTCH BROS COFFEE".

PUBLIC STREET/ROAD RIGHT OF WAY DEDICATION:
That portion reserved for public use for street and/or road Right of Way and designated hereon as "R/W Dedicated by This Plat", the extent and direction of which is shown on the accompanying plat, is hereby dedicated for public use.

EXECUTION:
IN TESTIMONY WHEREOF: , has caused this instrument to be executed this _____ day of _____, 20_____.

_____
Signed

ACKNOWLEDGMENT:
STATE OF _____
COUNTY OF _____ } SS

On this _____day of _____, 20_____, before me, a Notary Public, personally appeared _____, to me personally known to be the same person who executed the forgoing instrument of writing, and duly acknowledged the execution of same.

IN WITNESS THEREOF: I have hereunto set my hand and affixed my Notarial Seal on the Date last above written.

My Commission Expires: _____

Notary Public: _____

APPROVALS:
This hereby certifies that the accompanying plat of "DUTCH BROS COFFEE" was submitted to and approved by the Mayor and City Council of Blue Springs, Jackson County, Missouri, on this _____ day of _____, 20_____, by Ordinance No. _____.

_____ _____
Chris Lievsay, Mayor Erin Ford, City Clerk

_____ _____
Chris Henning, Planning Commission Chair Mike Mallon, Senior Director of City Development

_____
James Burgess, City Engineer

APPROVED by the Jackson County Assessment Department:

By: _____ Date: _____

Printed Name: _____

PURPOSE STATEMENT:
The subject property is being platted to allow for development and construction of a retail pad site.

SURVEYORS NOTES:
1) Title information shown hereon is limited to that information contained in Title Commitment No. NCS-1219351-KCTY

SURVEYORS CERTIFICATE:

This survey was executed in accordance with the Missouri Standards for Property Boundary Surveys as set forth in Chapter 16 of the Rules of Department of Insurance Financial Institutions and Professional Registration, Division 2030 – Missouri Board for Professional Land Surveyors.

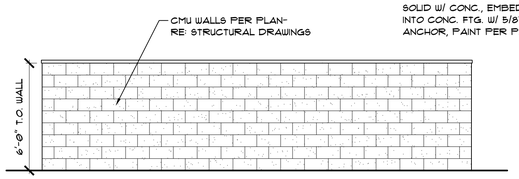
_____
Joseph B. Strick, MO LS–2001015274

STRICK & COMPANY, INC.
PROFESSIONAL LAND SURVEYORS
806 S. Creekside Drive, Gardner KS 66030 • 913.856.0164 (fax) 913.856.0165
Missouri Certificate of Authority: 2007022756-F Kansas Certificate of Authority: LS189

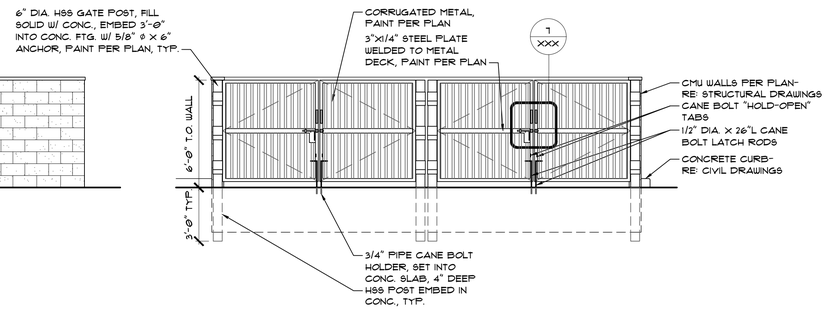
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5 ENCLOSURE ELEVATION
1/4"= 1'-0"

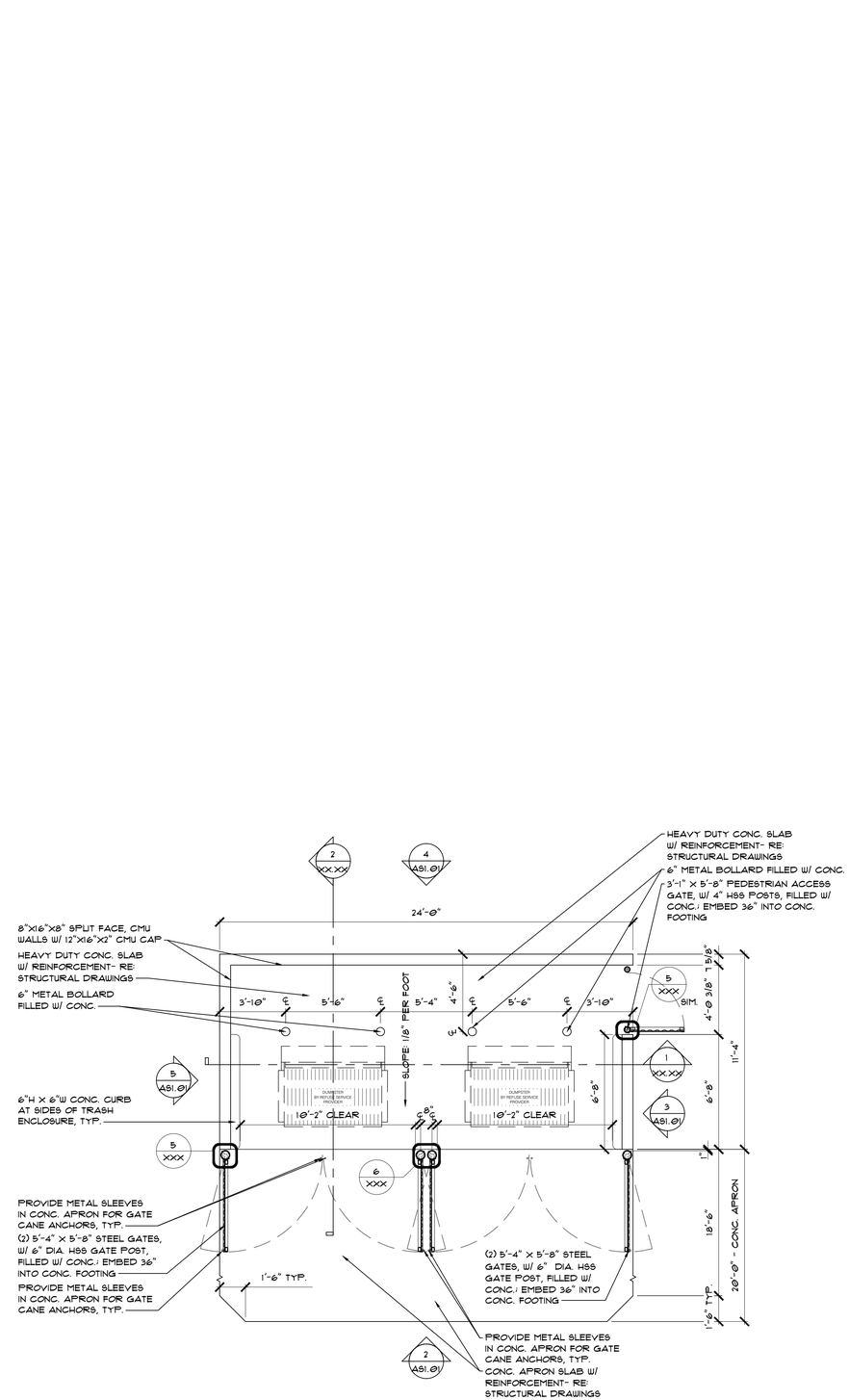
3 ENCLOSURE ELEVATION
1/4"= 1'-0"



4 ENCLOSURE ELEVATION
1/4"= 1'-0"



2 ENCLOSURE ELEVATION
1/4"= 1'-0"



1 FLOOR PLAN
1/4"= 1'-0"

NORTH

CORALIC ARCHITECTURE

ARCHITECT:
CORALIC, LLC
9700 MACKENZIE ROAD, SUITE 222
ST. LOUIS, MO 63123

PHONE: 314.578.4953
CONTACT: EDIN CORALIC
EMAIL: edin@coralicarchitecture.com

STRUCTURAL ENGINEER:
KREHER ENGINEERING, INC.
208 N. MAIN STREET
COLUMBIA, IL 62236

PHONE: 618.281.8505
CONTACT: JIM KREHER
EMAIL: jkreher@kreherengineering.com

MEP ENGINEER:
CASE ENGINEERING
796 MERUS COURT
FENTON, MO 63026

PHONE: 636.349.1600
CONTACT: DARRELL R. CASE
EMAIL: dcase@caseengineeringinc.com

CIVIL ENGINEER:
AUBREY ENTERPRISES, LLC.
5912 MAPLE STREET
MISSION, KS 66202

PHONE: 913.488.5584
CONTACT: JAY O'DELL
EMAIL: jay.odell@aubreyenterprises.com

CLIENT:
KAVASO INVESTMENTS, LLC.
17801 JOYAS COURT
POWAY, CA 92064

PHONE: 619.962.1747
CONTACT: VADIM AGAMIRZOYAN
EMAIL: e.lamesare@gmail.com

SEAL:
EDIN CORALIC
ARCHITECT
A-2013031004

STATE OF MISSOURI
EDIN CORALIC
NUMBER A-2013031004
ARCHITECT

6.5.24
EXPIRATION 12-31-2025

THE INDIVIDUALS NAME AFFIXED TO THIS SHEET INDICATES THAT THE NAMED PROFESSIONAL HAS PREPARED OR DIRECTED THE PREPARATION OF THE MATERIAL SHOWN ONLY ON THIS SHEET. ALL MATERIAL SHOWN ADHERES TO THE RULES, REGULATIONS, AND ORDINANCES SET FORTH BY THE JURISDICTION HAVING AUTHORITY. OTHER DRAWINGS AND DOCUMENTS NOT EXHIBITING THIS NAME SHALL NOT BE CONSIDERED PREPARED BY THE UNDERSIGNED.

PROJECT:
BLUE SPRINGS, MO

703 NW MISSOURI HIGHWAY 7
BLUE SPRINGS, MO 64015

NO: ISSUANCE/DATE:
△ PLANNING SUBMITTAL 06/05/2024

DRAWING TITLE:
TRASH ENCLOSURE PLAN & DETAILS

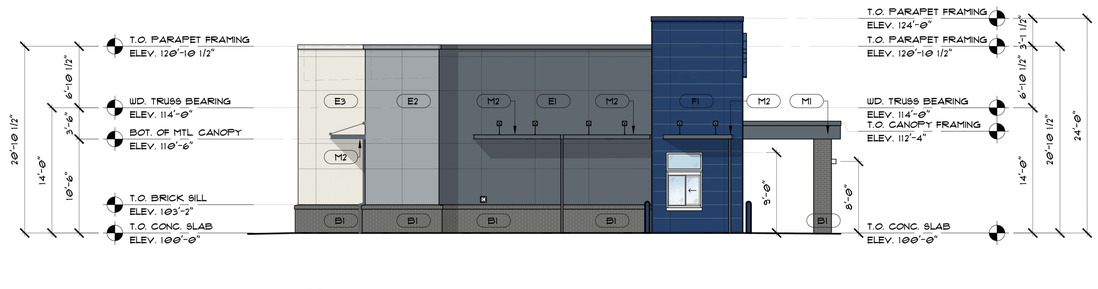
DOB INFORMATION:
MISSOURI CERTIFICATE OF AUTHORITY
NO. 2013041393
EXP. 12/31/2025

Date:	06-05-2024
Project No:	23060.00
Drawn by:	DRP
Checked by:	EC
Dwg. No.	AS1.01
Drawing:	5 of 6

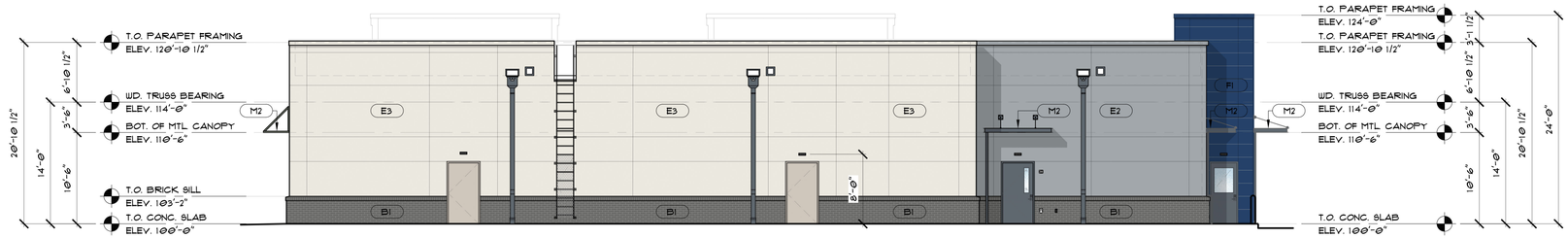
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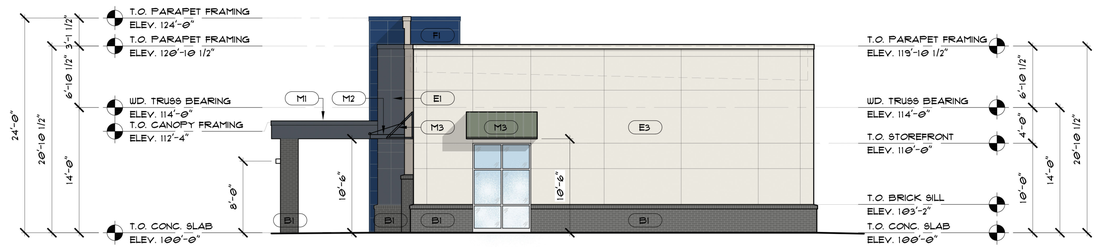
1 EAST ELEVATION
1/8" = 1'-0"



2 SOUTH ELEVATION
1/8" = 1'-0"



3 WEST ELEVATION
1/8" = 1'-0"



4 NORTH ELEVATION
1/8" = 1'-0"

LEGEND

E1	DUTCHBROS DARK BLUE - SHERWIN WILLIAMS EXTEIROR PAINT
E2	DUTCHBROS LIGHT GRAY - SHERWIN WILLIAMS EXTEIROR PAINT
E3	SW 6078 REALIST BEIGE - SHERWIN WILLIAMS EXTEIROR PAINT
E4	SW 7008 ALABASTER - SHERWIN WILLIAMS EXTEIROR PAINT
F1	DUTCHBROS BLUE - SHERWIN WILLIAMS EXTEIROR PAINT
B1	BRICK VENEER - MIDNIGHT BLACK
M1 & M2	DUTCHBROS DARK BLUE - SHERWIN WILLIAMS EXTEIROR PAINT
M3	SW 6193 PRIVILEGE GREEN - CANOPY COLOR TO MATCH EXTERIOR PAINT

EXTERIOR FINISH SCHEDULE (XX)

ID TAG	MATERIAL	MANUFACTURER	MODEL	REMARKS
E1	EIFS	DRYVIT	OUTSULATION EIF SYSTEM	COLOR: BLDG DB DARK GRAY
E2	EIFS	DRYVIT	OUTSULATION EIF SYSTEM	COLOR: BLDG DB LIGHT GRAY
E3	EIFS	DRYVIT	OUTSULATION EIF SYSTEM	COLOR: SW 7008 ALABASTER
E4	EIFS	DRYVIT	OUTSULATION EIF SYSTEM	COLOR: 6078 REALIST BEIGE
F1	FIBER CEMENT SIDEING	NICHIHA	ILLUMINATION. AWP 1818 W/ MATCHING PANEL CORNERS	COLOR: BLDG DB BLUE
B1	BRICK VENEER AND SILL	INTERSTATE BRICK	MODULAR 3 5/8"-2 1/4"-7 5/8"	COLOR: MIDNIGHT BLACK - TO MATCH DEVELOPMENT STANDARDS
M1	PREFINISHED SHEET METAL FASCIA	WESTERM STATES METAL ROOFING	T-GROOVE, 16"	3 SIDES: COLOR: BLDG DB DARK GRAY
M2	PREFINISHED ALUMINUM AWNING	PRINCIPLE GLOBAL	FLAT AWNING	COLOR: BY MANUFACTURER DARK GRAY
M3	PREFINISHED ALUMINUM AWNING	PRINCIPLE GLOBAL	SLOPED AWNING	COLOR: SW 6193 PRIVILEGE GREEN

NOTE: GC TO PROVIDE 3"X 2" SMOOTH DOWNSPOUTS, AND ALL NECESSARY ADAPTORS, AT AWNING AND CANOPY WHERE SHOWN ON THE ELEVATIONS: COLOR: BLDG DB DARK GRAY

CORALIC ARCHITECTURE

CIVIL ENGINEER
AUBREY ENTERPRISES, LLC

ARCHITECT
CORALIC, LLC

STRUCTURAL ENGINEER
KREHER ENGINEERING, INC.

MEP ENGINEER
CASE ENGINEERING, INC.

OWNER
KAVASO INVESTMENTS, LLC.

ARCHITECT
EDIN CORALIC

A-2013031004
EXP. 12-31-2025

STATE OF MISSOURI
EDIN CORALIC
NUMBER A-2013031004
ARCHITECT

the individuals name affixed to this sheet indicates that the named professional has prepared or directed the preparation of the material shown only on this sheet. other drawings and documents not exhibiting this name shall not be considered prepared by the undersigned.

CORPORATE CERTIFICATE OF AUTHORITY - NO. 2013041393

NEW CONSTRUCTION FOR:
KAVASO INVESTMENTS, LLC
MULTI-TENANT RETAIL BUILDING/ SHELL
AND DUTCH BROS TENANT FINISH
PROJECT 703 NW MISSOURI HIGHWAY 7
BLUE SPRINGS, MISSOURI 64015

PROJECT NUMBER:
23060.00

PERMIT SET:
DATE: TBD

REVISIONS
PLANNING SUBMITTAL: 6.28.2024

COLORED ELEVATIONS

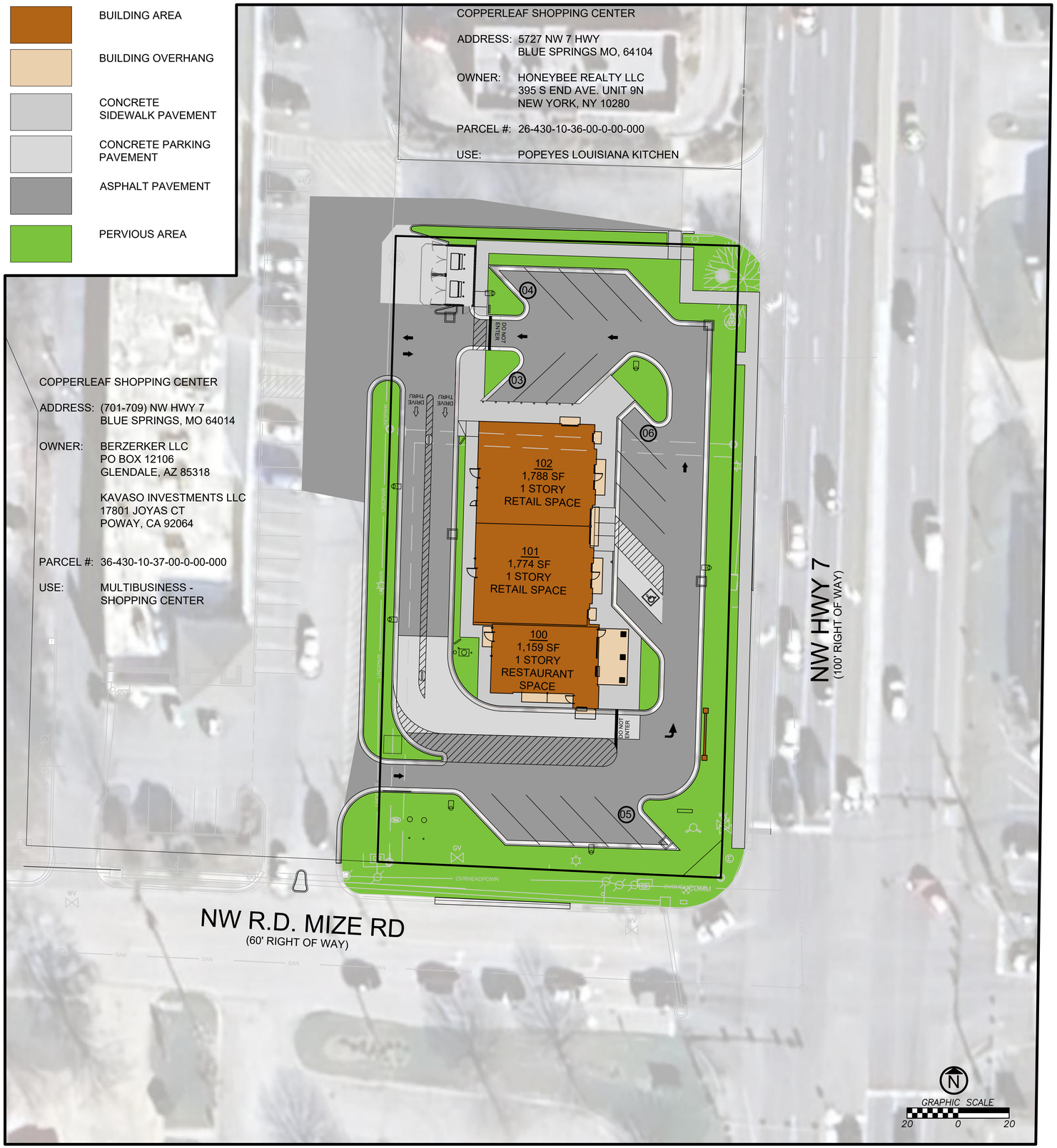
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HATCH LEGEND

- BUILDING AREA
- BUILDING OVERHANG
- CONCRETE SIDEWALK PAVEMENT
- CONCRETE PARKING PAVEMENT
- ASPHALT PAVEMENT
- PERVIOUS AREA

SITE PLAN



SITE DATA TABLE

LOT SIZE		22,064 SF	0.76 ACRES
BUILDING FLOOR AREA		4,721	
BUILDING CONSTRUCTION TYPE		V-B	
		EXISTING	PROPOSED
ZONING DISTRICT		GB	GB
LAND USE		PAD SITE	PAD SITE
		ALLOWED	PROPOSED
BUILDING HEIGHT		60'	24'
FLOOR AREA RATIO		.65	0.21
		REQUIRED	PROPOSED
SETBACKS	NORTH	20	71.63'
	EAST	25	50.00'
	SOUTH	20	63.85'
	WEST	25	34.31'
OFF-STREET PARKING			
	STANDARD SPACES	16	18
	LOADING SPACES	0	0
	ADA SPACES	1	1
	GUESS SPACES	N/A	N/A

LEGAL DESCRIPTION

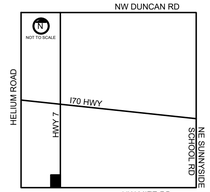
ALL OF LOT 1A COFFEE CONVEYANCE PLAT, A SUBDIVISION IN, BLUE SPRINGS, JACKSON COUNTY MISSOURI.

PARCEL NUMBER

36-430-10-26-00-0-00-000

OWNER INFORMATION

KAVASO INVESTMENTS LLC



SITE VICINITY MAP
S-T-R

STATE OF MISSOURI
JAY D. O'DELL
NUMBER PE-2017019021
PROFESSIONAL ENGINEER

JAY D. O'DELL
PE-2017019021 7/10/2024

CLIENT
KAVASO INVESTMENTS
6977 NAVJO RD #221
SAN DIEGO, CA 92119

ENGINEERING FIRM OF RECORD
aubry enterprises.
COLORADO OFFICE
48700 COUNTY RD FF
AKRON, COLORADO 80720
KANSAS OFFICE
5912 MAPLE ST
MISSION, KS 66202

REV	DESCRIPTION	DATE

DUTCH BROS COFFEE & RETAIL BLUE SPRINGS
7/9/2024

CIVIL IMPROVEMENTS

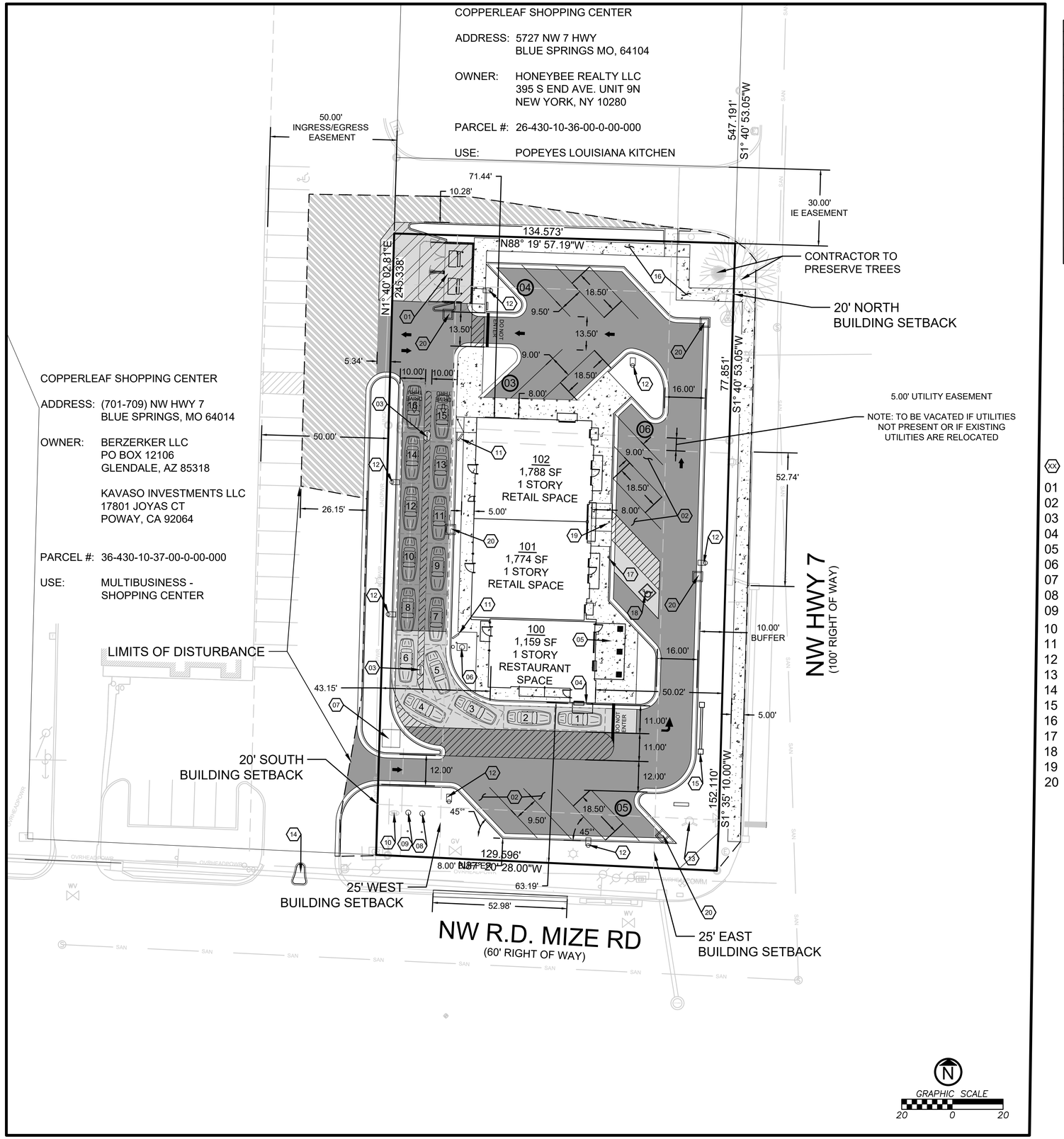
701 NW 7 HWY UNIT A
BLUE SPRINGS, MO
64015

COLOR SITE PLAN

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SITE PLAN



SITE DATA TABLE

LOT SIZE		22,064 SF	0.76 ACRES
BUILDING FLOOR AREA		4,721	
BUILDING CONSTRUCTION TYPE		V-B	
		EXISTING	PROPOSED
ZONING DISTRICT		GB	GB
LAND USE		PAD SITE	PAD SITE
		ALLOWED	PROPOSED
BUILDING HEIGHT		60'	24'
FLOOR AREA RATIO		.65	0.21
		REQUIRED	PROPOSED
SETBACKS	NORTH	20	71.63'
	EAST	25	50.00'
	SOUTH	20	63.85'
	WEST	25	34.31'
OFF-STREET PARKING			
	STANDARD SPACES	16	18
	LOADING SPACES	0	0
	ADA SPACES	1	1
	GUESS SPACES	N/A	N/A

LEGAL DESCRIPTION

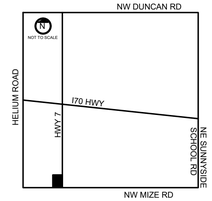
ALL OF LOT 1A COFFEE CONVEYANCE PLAT, A SUBDIVISION IN, BLUE SPRINGS, JACKSON COUNTY MISSOURI.

PARCEL NUMBER

36-430-10-26-00-0-00-000

OWNER INFORMATION

KAVASO INVESTMENTS LLC



SITE VICINITY MAP
S-T-R

CONSTRUCTION NOTES

01	TRASH ENCLOSURE
02	STANDARD PARKING MARKINGS
03	6" EXPOSED CONCRETE ISLAND WITH MENU BOARD.
04	DRIVE THRU WINDOW.
05	CANOPY.
06	50 GALLON GREASE INTERCEPTOR (GB-50).
07	TRANSFORMER PAD.
08	PROPOSED 1" DOMESTIC WATER SERVICE, TAP, METER AND CURB STOP
09	PROPOSED 1" DOMESTIC WATER SERVICE TAP, METER, AND CURB STOP
10	CONTRACTOR TO REUSE EXISTING $\frac{3}{4}$" SERVICE FOR IRRIGATION.
11	MENU BOARD
12	LIGHT POLE ASSEMBLY
13	EXISTING FIRE HYDRANT TO REMAIN
14	PORK CHOP ISLAND WITH ROLLED CURB
15	3' MASONRY WALL FOR SCREENING. MATERIALS TO MATCH BUILDING
16	SIDEWALK SECTION
17	ADA SIGN
18	ADA PAVEMENT MARKINGS
19	ADA RAMP
20	STORM INLET

LANDSCAPE TABLE BUFFER

SIDE	REQUIRED	PROVIDED	TOTAL AREA
HWY 7	15'	10'	1521.1 SF
R.D MIZE	15'	8	1036.8 SF

TOTAL SITE AREA	22,064 SF
10% EXCEPTION AREA	2,206.4 SF
TOTAL AREA PROVIDED	2,557.9 SF - MEETS EXCEPTION

STATE OF MISSOURI
JAY D. O'DELL
NUMBER PE-2017019021
PROFESSIONAL ENGINEER

JAY D. O'DELL
PE-2017019021 7/10/2024

CLIENT
KAVASO INVESTMENTS
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REV	DESCRIPTION	DATE

DUTCH BROS COFFEE & RETAIL BLUE SPRINGS
7/9/2024

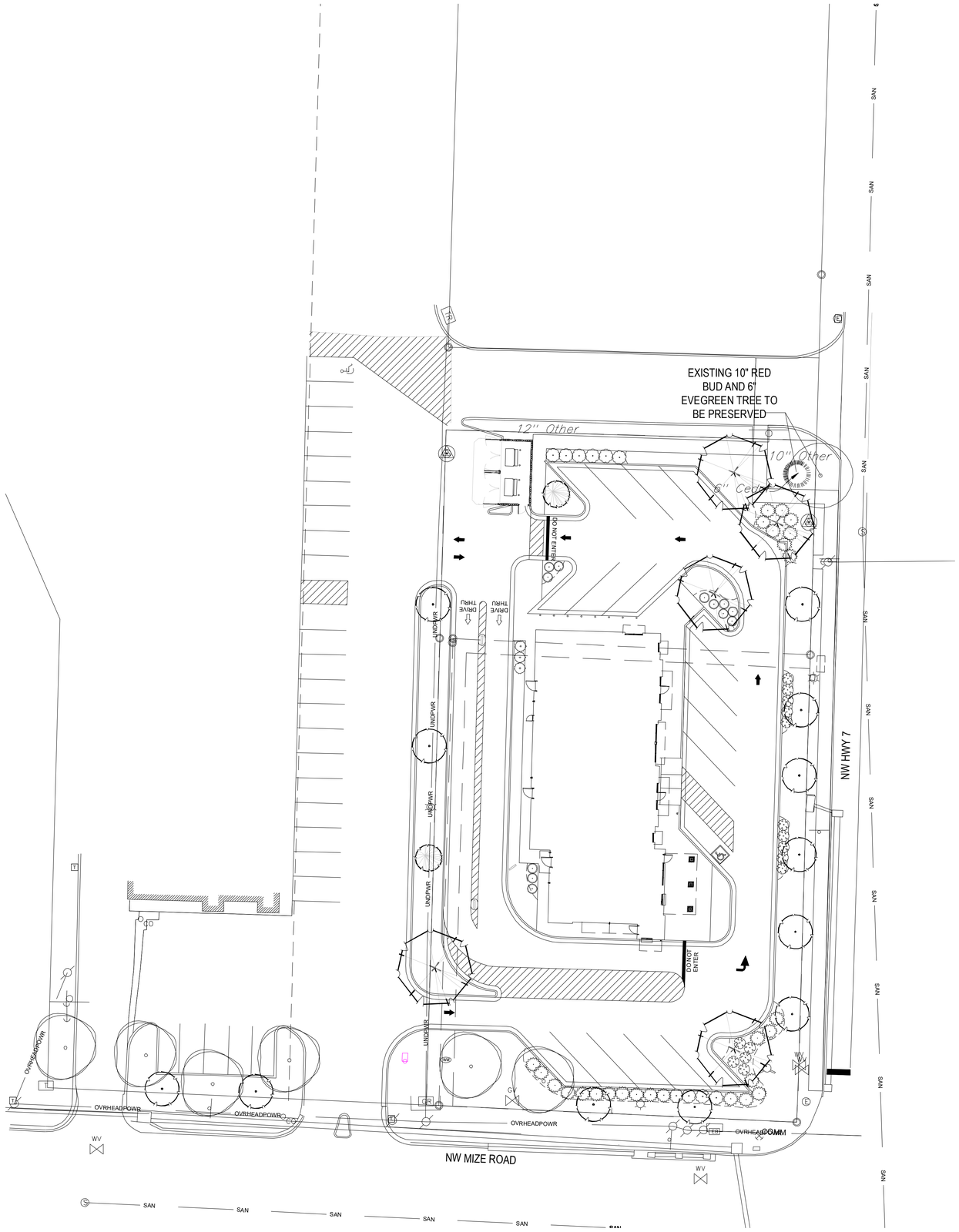
CIVIL IMPROVEMENTS

701 NW 7 HWY UNIT A
BLUE SPRINGS, MO
64015

SITE PLAN

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1 LANDSCAPE PLAN

SCALE: 1"=20'-0"

Planting Notes

1. Location of all existing utilities needs to done before commencing work.
2. The planting plan graphically illustrates overall plant massings. Each plant species massing shall be placed in the field to utilize the greatest coverage of ground plane. The following applies for individual plantings:
a. Creeping groundcover shall be a minimum of 6" from paving edge.
b. All trees shall be a minimum of 3' from paving edge.
c. All plants of the same species shall be equally spaced apart and placed for best aesthetic viewing.
d. All shrubs shall be a minimum of 2' from paved edge.
3. Mulch all planting bed areas to a minimum depth of 3". Mulch individual trees to a minimum depth of 4".
4. Note: If plants are not labeled - they are existing and shall remain.
5. In the event of work in or on a JCW sanitary main, any trees or plantings placed within the sewer easement may be removed without replacement or compensation there-of and shall be replaced by the property owner as required by the City
6. All landscaped areas in ROW shall be sodded and irrigated unless otherwise specified.

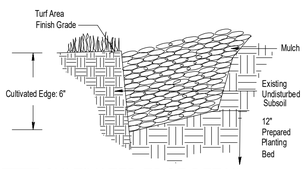
Materials:
1. Plant material shall be healthy, vigorous, and free of disease and insects as per AAN standards.
2. Shredded bark mulch installed at trees shall be finely chipped and shredded hardwood chips, consisting of pure wood products and free of all other foreign substances. Pine bark compost mulch installed at planting bed areas shall be free of all other foreign substances.

Installation:
1. All planting beds shall be amended with 1 cubic yard of peat moss per 1,000 square feet. Till peat moss into soil to a 6" depth. A 10-10-10 fertilizer shall be spread over all planting areas prior to planting, at a rate of 50 pounds per 2,000 square feet.
2. After plants have been installed, all planting beds shall be treated with Dacthal pre-emergent herbicide prior to mulch application.
3. Plant pit backfill for trees and shrubs shall be 50% peat or well composted manure and 50% topsoil.
4. Plant material shall be maintained and guaranteed for a period of one year after Owner's acceptance of finished job. All dead or damaged plant material shall be replaced at Landscape Contractor's expense.
6. Landscape contractor shall maintain all plant material until final acceptance, at which point the one year guarantee begins.

Parcel Zoning: Commercial	Landscape Calculations Chart											
	Buffer Detail			Calcs.	Ext. Plant Units	Proposed Plant Units					Subtotals	
Location/ Tract	Length (minus intersecting ROW's)	Buffer Type	Buffer Width Provided	pu Required		Shade Trees 8 pu)	Ornamental Trees (5 pu)	Evergreen Trees (5 pu)	Upright Evergreens (3 pu)	Shrub/ Perennials (1 pu)	Minimum Provided	Requirements Met
Adj. to Mo HWY 7 (East)	247	'A' / 7' Min.	10'	112	30	24	30	0	30	0	114	YES
Adj. Mize Road (South)	247	'A' / 7' Min.	8'	112	0	48	20	0	51	0	113	YES
	Site SF			Open Space Landscaping - 1 unit per 500 Sf (7860/500 = 16)								
Open Space Landscaping	7,860			16	0	8	0	10	0	0	18	YES
	Total Stalls	Units Req.		Parking Lot Landscaping - 2 unit per uncovered stall								YES
Park Lot	25	2		50	0	0	10	0	0	40	50	YES
TOTALS				**290**	**30**	**80**	**60**	**10**	**81**	**40**	**295**	**YES**

Landscape Schedule

Symbol	Qty.	Botanical Name	Common Name	Min.Root	Min.Size Caliper	Remarks
OVERSTORY TREES = 8 Plant Units each						
	5	Gleditsia triacanthos 'Skyline'	Shademaster Honeylocust		2.5"	6' min. clear., ground to canopy
	6	Acer x truncatum 'Warrenred'	Pacific Sunset Maple		2.5"	6' min. clear., ground to canopy
EVERGREEN TREES = 5 Plant Units each						
	2	Juniper chinensis	Eastern Red Cedar		6' ht.	symmetrical pyramidal form
ORNAMENTAL TREES = 5 Plant Units each						
	12	Cercis canadensis	Eastern Redbud		6' Ht.	
DECIDUOUS SHRUBS/GRASSES = 1 Plant Units each						
	0	Festuca ovina glauca	Dwarf Blue Fescue	1 gal.		Plant @ 18" O.C.
	12	Euonymus fortunei 'Emerald Gaity'	Emerald Gaity Euonymus	3 gal.		Plant @ 3' O.C.
	15	Berberis thunbergi atropurpurea	Red Leaf Barberry	3 gal.		Plant @ 4' O.C.
	10	Euonymus alatus 'Compactus'	Dwarf Burning Bush	5 gal.		Plant @ 5' O.C.
	0	Pennisetum alopecuroides 'Hameln'	Dwarf Fountain Grass	1 gal.		Plant @ 18" O.C.
EVERGREEN SHRUBS = 1 Plant Units each						
	3	Juniperus chinensis 'Gold Coast'	Gold Coast Juniper	3 gal.		Plant @ 4' O.C.
	0	Juniperus horizontalis 'Wiltonii'	Blue Rug Juniper	1 gal.		Plant @ 24" O.C.
TALL EVERGREEN SHRUBS = 3 Plant Units each						
	26	Juniperus chinensis 'Sea Green'	Sea Green Juniper	3 gal.		Plant @ 4' O.C.



2 CULTIVATED EDGE DETAIL

SCALE: NTS

TREE PLANTING NOTES:
1) DO NOT HEAVILY PRUNE THE TREE, PRUNE ONLY CROSSOVER LIMBS, CO-DOMINANT LEADERS, & BROKEN OR DEAD BRANCHES. SOME INTERIOR TWIGS & LATERAL BRANCHES MAY BE PRUNED. DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO THE EDGE OF THE CROWN

2) MARK THE NORTH SIDE OF THE TREE IN THE NURSERY, AND ROTATE TREE TO FACE NORTH AT THE SITE WHENEVER POSSIBLE

3) SET TOP OF ROOT BALL 1-2 INCHES HIGHER THAN SURROUNDING GRADE

4) APPLY 4"THK WOOD MULCH. DO NOT PLACE MULCH IN DIRECT CONTACT w/ TREE TRUNK

5) EACH TREE MUST BE PLANTED SUCH THE TRUNK FLARE IS VISIBLE AT THE TOP OF THE ROOT BALL. TREES WHERE THE FLARE IS NOT VISIBLE SHALL BE REJECTED. DO NOT COVER THE TOP OF THE ROOT BALL w/ SOIL

6) REMOVE ALL TWINE, ROPE, WIRE AND BURLAP FROM THE UPPER 1/3 OF ROOT BALL (REMOVE WIRE BASKETS)

7) PLACE ALL ROOT BALLS ON UN-EXCAVATED OR TAMPED SOIL, TYP

STAKING REQUIREMENTS:
1) WIRE / CABLE SHALL BE GALV, 12-GAUGE

2) TIGHTEN WIRE / CABLE ONLY ENOUGH TO KEEP FROM SLIPPING, ALLOW FOR SOME TRUNK MOVEMENT PLASTIC HOSE SHALL BE LONG ENOUGH TO ACCOM-MODATE 1½" OF GROWTH

3) STAKES SHALL BE 2'x 2" HARDWOOD OR EQUAL

PERENNIAL PLANTING NOTES:
1) APPLY 2"THK BED OF MULCH ON PERENNIAL PLANT BED, DO NOT COVER PLANTS

2) THOROUGHLY MIX PEAT IN TOP 3-4" OF SOIL

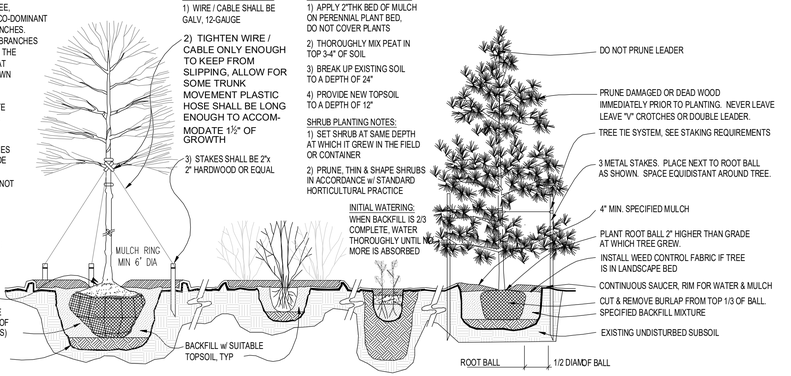
3) BREAK UP EXISTING SOIL TO A DEPTH OF 24"

4) PROVIDE NEW TOPSOIL TO A DEPTH OF 12"

SHRUB PLANTING NOTES:
1) SET SHRUB AT SAME DEPTH AT WHICH IT GREW IN THE FIELD OR CONTAINER

2) PRUNE, THIN & SHAPE SHRUBS IN ACCORDANCE w/ STANDARD HORTICULTURAL PRACTICE

INITIAL WATERING:
WHEN BACKFILL IS 2/3 COMPLETE, WATER THOROUGHLY UNTIL NO MORE IS ABSORBED



3 PLANTING INSTALLATION DETAILS

SCALE: NTS

MEIER
LANDSCAPE ARCHITECTURE
15245 Metcalf Ave.
Overland Park, KS 66223
913.787.2817

STATE OF MISSOURI
JASON D. MEIER
NUMBER LA-2009014761
LANDSCAPE ARCHITECT

CLIENT

Dutch Bros.

PROJECT

Dutch Bros.
701 NW 7 HWY Unit A,
Blue Springs, MO 64015

SCALE: 1"=20'

NORTH

0 20 40 60

Date: 4.19.2024
Project #: 1134
Landscape Plan

L1

Received
07/11/2024 8:06:59 AM

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 #:	gdp-06-24-9177; pf-06-24-9178; PP-06-24-9179; SPDR-06-24-9180
PC MEETING:	7/22/2024
CC MEETING:	8/5/2024
BOA MEETING:	N/A
NEWSPAPER:	6/22/2024
NOTICE LETTERS:	6/21/2024
PLANNER:	SHANTELE FRIE

PROJECT LOCATION INFORMATION (*separate applications required if project boundaries differ*)

Dutch Bros Coffee Blue Springs

Project Name

701 NW 7 Hwy, Unit A, Blue Springs, MO, 64015 — ALL OF LOT 1A COFFEEE CONVEYANCE PLAT, A SUBDIVISION IN, BLUE SPRINGS, JACKSON COUNTY MISSOURI

Project Address (Parcel ID if No Address Assigned or Multiple Addresses) — **Legal Description (attach as a separate page if too large)**

Existing Zoning	Existing Land Use	Proposed Zoning	Proposed Land Use	Total Acreage	# of Proposed Lots
GB	Unimproved Commercial	GB	General Commercial	.76	1

APPLICATION (*check all that apply*)

LAND USE
- ☐ Conditional Use
- ☐ Rezoning
- ☒ General Development Plan

LAND SUBDIVISION
- ☒ Preliminary Plat
- ☒ Final Plat
- ☐ Administrative Plat

MASTER PLANS
- ☐ PD Concept Plan
- ☐ PD Final Plan
- ☐ PUD Concept Plan-Amended
- ☐ PUD Final Plan
- ☐ PRO Concept Plan-Amended
- ☐ PRO Final Plan
- ☐ Redevelopment Modification Plan

SITE DEVELOPMENT
- ☐ Appearance Review
- ☒ Site Plan/Design Review (SPDR)
- ☐ PD Final Plan / SPDR
- ☐ PUD Final Plan / SPDR
- ☐ Administrative SPDR

SIGNAGE
- ☐ Master Sign Plan
- ☐ Administrative Sign Plan
- ☐ Appeal for Minor Sign Adjustment

OTHERS
- ☐ Vacation
- ☐ Variance
- ☐ Alternative Dev. Standards

APPLICANT & PROPERTY OWNER INFORMATION

Name of Applicant	Company	Phone	Email Address
Jay O'Dell	Aubry Enterprises	913-349-8349	jayodell@aubryenterprises.com

Address	City	State	Zip Code
5912 Maple St.	Mission	KS	66202

I agree to allow the City of Blue Springs to copy and distribute all submitted project plans, materials, and information and post on the official City of Blue Springs web site as necessary for the project approval process, including public hearings. Furthermore, all submitted plans, materials, and information meet all UDC requirements unless specifically stated otherwise in an attached letter. Additionally, I agree that the Applicant and the Property Owner are jointly and severally liable to pay the City of Blue Springs all applicable fees and costs required for the project approval process.

X Vadim Agamirzoyan — **Applicant Signature** — 6/4/24 — **Date**

Kavaso Investments (Vadim Agarmirzoyan)

Name of Property Owner	Phone	Email Address

Address	City	State	Zip Code
17801 Joyas Ct.	Poway	CA	92064

I declare, under penalty of perjury, that in applying for this application, I am the owner of this property and that the statements herein and all information herewith submitted are, to the best of my knowledge and belief, true and correct. In the event of corporate ownership, all Directors, Officers, Stockholders of each Corporation owning more than five percent (5%) of any class of stock is listed in an attached letter. With the signing and submittal of this application, I authorize the City of Blue Springs to enter onto the subject property to collect data and other information in order to accurately prepare reports or other documentation for review by City Council, Boards & Commissions, and City Staff. Additionally, I agree that the Applicant and the Property Owner are jointly and severally liable to pay the City of Blue Springs all applicable fees and costs required for the project approval process.

X Vadim Agamirzoyan — **Property Owner Signature** — 6/4/24 — **Date**

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06/06/2024 9:33:07 AM

REQUIRED DOCUMENTS CHECKLIST FOR ALL APPLICATIONS			
	REQUIREMENT	**DESCRIPTION**	**NUMBER**
☒	**Project Location Information**	Complete 1st page of this Application	
☒	**Legal Description** *(digital copy required for public hearings only)*	One 8.5" x 11" copy & a digital copy in Microsoft Word format emailed to comdevlegal@bluespringsgov.com	
☒	**Plans Set Sealed by the Proper Entity Registered in the State of Missouri**	Full plans set folded & collated; See Guidebook for plans set requirements	Varies
		Reduced set of full plans set on 8.5" x 11"	1 set
☒	**Other Required Documents**	Other Required Documents such as Stormwater Study; Traffic Study; etc. on 8.5"x11"	2 sets
☒	**Application Specific Requirements Checklist**	Attach applicable pages from the Guidebook.	
☒	**Other Required Information**	See UDC Chapter 403 (Development Review Procedures) for any other required information. For Signage requirements, see Chapter 501 (Sign Code).	

PROJECT DESCRIPTION:

The development of a Smalls Sliders drive-through restaurant at the southwest corner of Highway 7 and Mock Avenue.

Received
06/06/2024 9:33:10 AM

CONTACT INFORMATION SHEET

PROJECT LEAD

Name	Company Name		
RANDY PURDUE	KAW VALLEY ENGINEERING, INC.		
Address	**City**	**State**	**Zip**
2319 N. JACKSON STREET	JUNCTION CITY	KS	66441
Email	**Phone**	**Fax**	
purdue@kveng.com	785-762-5040		

DEVELOPER

Name	Company Name		
Mark Parretta	SLIDERS KC/GENLUMIS		
Address	**City**	**State**	**Zip**
7280 NW 87TH TERRACE, SUITE C-210	KANSAS CITY	MO	64153
Email	**Phone**	**Fax**	
mparretta@genlumis.com	816-689-0123		

ENGINEER

Name	Company Name		
RANDY PURDUE	KAW VALLEY ENGINEERING, INC.		
Address	**City**	**State**	**Zip**
2319 N. JACKSON STREET	JUNCTION CITY	KS	66441
Email	**Phone**	**Fax**	
purdue@kveng.com	785-762-5040		

ARCHITECT

Name	Company Name		
WILL ROBERTS	ABRAMS ARCHITECTURE & DESIGN		
Address	**City**	**State**	**Zip**
3809 YOUREE DRIVE, SUITE 100	SHREVEPORT	LA	71105
Email	**Phone**	**Fax**	
will@abramsarchitecture.com	318-407-1297		

SURVEYOR

Name	Company Name		
JASON R. LOADER	KAW VALLEY ENGINEERING, INC.		
Address	**City**	**State**	**Zip**
2319 N. JACKSON STREET	JUNCTION CITY	KS	66441
Email	**Phone**	**Fax**	
	785-762-5040		

LANDSCAPE ARCHITECT

Name	Company Name		
Address	**City**	**State**	**Zip**
Email	**Phone**	**Fax**	

ATTORNEY

Name	Company Name		
Address	**City**	**State**	**Zip**
Email	**Phone**	**Fax**	

OTHER CONTACT

Name	Company Name		
Address	**City**	**State**	**Zip**
Email	**Phone**	**Fax**	

Received
06/06/2024 9:33:10 AM

Introduced by Councilmember _____ BILL NO. 5248
(PF-06-24-9178)

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE FINAL PLAT FOR DUTCH BROS COFFEE, BLUE SPRINGS, JACKSON COUNTY, MISSOURI

WHEREAS, on June 6, 2024, the Applicant, Jay O'Dell of Aubry Enterprises, submitted a Planning Application on behalf of the property owner, Kavaso Investments, for the Dutch Bros Coffee Final Plat; and

WHEREAS, on August 12, 2024, the City Planning Commission held a public hearing for the Dutch Bros Coffee Final Plat where the Commission voted unanimously in favor of the Final Plat and sent their recommendation of approval to the City Council; and

WHEREAS, on August 19, 2024, the City Council approved the Dutch Bros Coffee Final Plat.

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

Section 1. The final plat of DUTCH BROS COFFEE, BLUE SPRINGS, JACKSON COUNTY, MISSOURI, hereinbefore presented to the City Council and having been found to be in compliance with the Unified Development Code (UDC), its amendments, and other ordinances of the City of Blue Springs, is hereby approved subject to the following conditions and those set out in the Planning Commission Staff Report for Case File Number PF-06-24-9178 submitted to the Planning Commission at its August 12, 2024 meeting including the following conditions:

1. Approval based on the representations of any drawings presented as part of this application does not waive any requirements or development standards contained in the UDC.
2. Prior to Building Permit issuance, the Final Plat must be recorded with Jackson County.

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 19th day of August 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: August 5, 2024

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

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

ISSUE/REQUEST

Passage of a Bill terminating the Copperleaf Village Shopping Center Tax Increment Financing Plan.

BACKGROUND/JUSTIFICATION

On August 29, 2005, the City adopted Ordinance No. 3892 approving the Copperleaf Village Shopping Center Tax Increment Financing Plan (the "Redevelopment Plan"), and on December 19, 2005, the City adopted Ordinance No. 3937 approving a redevelopment project (the "Redevelopment Project") to be implemented pursuant to the Redevelopment Plan. The Redevelopment Project was approved for a term of eighteen (18) years. The term of the Redevelopment Project expired on December 19, 2023.

The Bill terminates the Redevelopment Plan, dissolves the special allocation fund established by Ordinance No. 3937, and authorizes staff to take such other actions as may be necessary to finalize the termination of the Copperleaf Village Shopping Center TIF.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
August 20, 2024	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. Bill terminating the Copperleaf Village Shopping Center Tax Increment Financing Plan

REVIEWED BY:

Requesting Director: ***Karen Van Winkle***	Budget: ***N/A***
Legal: Sarah Granath	City Administrator: ***Christine Cates***

Introduced by Councilmember _____ BILL NO. 5249

ORDINANCE NO. _____

AN ORDINANCE TERMINATING TAX INCREMENT FINANCING WITHIN THE COPPERLEAF VILLAGE SHOPPING CENTER REDEVELOPMENT AREA; DISSOLVING THE SPECIAL ALLOCATION FUND RELATED THERETO; AND AUTHORIZING CERTAIN ACTIONS RELATING THERETO

WHEREAS, the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the "Act"), authorizes municipalities to undertake redevelopment projects in blighted or conservation areas, as defined in the Act; and

WHEREAS, on August 29, 2005, the City Council of the City Blue Springs, Missouri (the "City Council") adopted Ordinance No. 3892 (the "Authorizing Ordinance") approving the Copperleaf Village Shopping Center Tax Increment Financing Plan (the "Redevelopment Plan"), found the Redevelopment Area to be a blighted area, approved the Redevelopment Project and adopted tax increment financing therein; and

WHEREAS, on December 19, 2005, the City Council adopted Ordinance No. 3937 (the "Redevelopment Project Ordinance") approving a redevelopment project (the "Redevelopment Project") to be implemented pursuant to the Redevelopment Plan; and

WHEREAS, the Redevelopment Project Ordinance approved the Redevelopment Project for a term of 18 years, and such term expired on December 19, 2023; and

WHEREAS, the City Council hereby finds that the Redevelopment Project has expired and, therefore, it is in the best interest of the City and the other affected taxing districts to terminate tax increment financing within the Redevelopment Area.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLUE SPRINGS, MISSOURI, AS FOLLOWS:

Section 1. The City Council hereby declares as surplus all economic activity taxes (as defined in the Act) on deposit in the Special Allocation Fund created by Ordinance No. 3937 (the "Special Allocation Fund"). Such surplus economic activity taxes shall be paid to the taxing districts from which they originate, as provided in Section 99.820 of the Act.

Section 2. The City Council hereby terminates tax increment financing within the Redevelopment Area.

Section 3. The Finance Director or other appropriate official is hereby directed to dissolve the Special Allocation Fund. All administrative expenses, including legal fees, related to the dissolution of the Special Allocation Fund and the termination of tax increment financing within the Redevelopment Area shall be paid from the moneys in the Special Allocation Fund. All remaining moneys in the Special Allocation Fund, after the payment of the administrative expenses and the distribution of surplus economic activity taxes as described above, shall be paid to the County Collector or other appropriate office for distribution to the appropriate taxing districts in the manner

provided in the Act.

Section 4. The officers, agents and employees of the City are hereby authorized and directed to execute all documents and take such necessary steps as they deem necessary and advisable to carry out and perform the purpose of this Ordinance.

Section 5. The sections of this Ordinance shall be severable. If any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless the court finds that the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the City Council has or would have enacted the valid sections without the void ones, unless the court finds that the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 6. This Ordinance shall be in full force and effect from and after its passage and approval.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs this 19th day of August, 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: August 8, 2024

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

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

ISSUE/REQUEST

Passage of a Bill declaring and accepting the election results from the August 6, 2024 election for the issuance of $40,000,000 in General Obligation bonds by the City of Blue Springs.

BACKGROUND/JUSTIFICATION

The property tax levy for debt service is $.15 per $100 of assessed valuation. The debt service levy is used for debt service payments on the City's General Obligation bonds. Annually, the debt service levy generates approximately $ 1.7 million. The debt service property tax levy will start to decrease within the next two years if another bond issue is not approved by the voters.

At the April 29, 2024, City Council Work Session, the Council directed staff to prepare documents and ballot language for the August 6, 2024, election and to bring back a final list of projects for discussion and inclusion in the ballot language.

At the May 14, 2024 Special Meeting the Council discussed which projects will be included in an Ordinance calling for a Special Election. Council selected the following projects from the Unfunded List in the Capital Improvements Program (CIP) as well as three new projects:

(a) Neighborhood Street Preservation Program
(b) Improvements to Mock from 7 Highway to Sunnyside
(c) Improve Adams Dairy Parkway at Duncan Road
(d) Downtown Master Plan Capital Improvements
(e) Widen and improve Walnut Street from Woods Chapel Road to 15th Street
(f) Adams Dairy Parkway street light improvements
(g) Construct SW 12th Street from SW Southcrest Drive to Wyatt Road
(h) Improve the intersection of Woods Chapel Road and US 40 Highway

On May 20, 2024, the City Council passed Ordinance No. 5330 calling for a special election for the issuance of General Obligation bonds for the purpose of acquiring rights of way, designing, constructing, extending and improving the streets and roads within the City.

The Special Election was held on August 6, 2024 and the Question passed with a vote of (74.63%) 6,829 in favor, and (25.37%) 2,322 opposed.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
August 19, 2024	August 1, 2039

STAFF RECOMMENDATION

N/A

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill accepting the Election results with Official Ballot attached as Exhibit A, Official Certification of Election Results attached as Exhibit B, and Notice of Election attached as Exhibit C.

REVIEWED BY:

Requesting Director: ***Erin Ford***	Budget: ***N/A***
Legal: ***/s/ Gilmore and Bell***	City Administrator: ***Christine Cates***

Introduced by Councilmember _____ BILL NO. 5250

ORDINANCE NO. _____

AN ORDINANCE DECLARING THE RESULTS OF THE ELECTION HELD IN THE CITY OF BLUE SPRINGS, MISSOURI, ON AUGUST 6, 2024

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

Section 1. That it is hereby found and declared that the vote at the election held in the City of Blue Springs, Missouri on Tuesday, August 6, 2024 on the following question:

QUESTION

Shall the City of Blue Springs, Missouri issue general obligation bonds in the amount of $40,000,000 for the purpose of acquiring rights of way, designing, constructing, extending and improving the streets and roads within the City, including but not limited to (a) implementing the City's Neighborhood Street Preservation Program, (b) improvements to Mock from 7 Highway to Sunnyside, (c) improvements to Adams Dairy Parkway at Duncan Road, (d) implementing the Downtown Master Plan Capital Improvements, (e) widening and improving Walnut Street from Woods Chapel Road to 15th Street, (f) making Adams Dairy Parkway street light improvements, (g) constructing SW 12th Street from SW Southcrest Drive to Wyatt Road, and (h) improving the intersection of Woods Chapel Road and US 40 Highway?

Resulted as follows:	Yes	No
	6,829	2,322

Section 2. That it is hereby found and declared that on the Question more than a four-sevenths majority of the qualified voters of the City voting on the Question at said election voted in favor of said question and it thereby passed.

Section 3. That attached hereto as **Exhibit A** is a full, true and correct copy of the ballot used at said election.

Section 4. That attached hereto as **Exhibit B** is a full, true and correct copy of the certification of votes cast at said election received from the Jackson County Board of Election Commissioners, that said certification of votes is the final and last certification of votes for said election, and that said certification of votes constitutes the official returns of the election pursuant to Section 115.507(2), RSMo.

Section 5. That it is further found and declared that notice of said election was duly given by publication in the manner provided by law as evidenced by the affidavits of publication attached hereto as **Exhibit C**, and that said election was held and conducted in all respects in conformity with the Constitution and laws of the State of Missouri.

Section 6. That this Ordinance shall be in full force and effect from and after its passage and approval.

Section 7. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk, 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 19th day of August 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

OFFICIAL BALLOT
JACKSON COUNTY, MISSOURI
PRIMARY ELECTION
AUGUST 6, 2024

82-NP-S

JUDGES INITIALS

()

INSTRUCTIONS TO VOTERS

Using blue or black ink, completely fill in the box next to the candidate or question response of your choice like this: ⬭
Fill in the box completely. **DO NOT MARK OUTSIDE OF THE BOX. VOTE BOTH SIDES OF BALLOT, IF APPLICABLE.**

To cast a vote for a write-in, use blue or black ink to fill in the box corresponding to that office. Write in the candidate's name on the write-in line provided.

CONSTITUTIONAL AMENDMENT NO. 1

Proposed by 102nd General Assembly
(First Regular Session)
SJR No. 26

Shall the Missouri Constitution be amended to allow places where individuals, corporations, organizations, and associations provide childcare outside of the child's home to be exempt from property tax? This is intended to make childcare more available, which would support the well-being of children, families, the workforce, and society as a whole.

State governmental entities estimate the state's Blind Pension Fund could have annual lost revenue of up to $400,000. Local governments expect an unknown fiscal impact.

⬭ YES
⬭ NO

CONSTITUTIONAL AMENDMENT NO. 4

Proposed by 101st General Assembly
(Second Regular Session)
SS 2 SJR No. 38

Shall the Missouri Constitution be amended to authorize laws, passed before December 31st, 2026, that increase minimum funding for a police force established by a state board of police commissioners to ensure such police force has additional resources to serve its communities?

This would authorize a law passed in 2022 increasing required funding by the City of Kansas City for police department requests from 20% of general revenue to 25%, an increase of $38,743,646, though the City previously provided that level of funding voluntarily. No other state or local governmental entities estimate costs or savings.

⬭ YES
⬭ NO

SPECIAL ELECTION CITY OF BLUE SPRINGS, MISSOURI

QUESTION

Shall the City of Blue Springs, Missouri issue general obligation bonds in the amount of $40,000,000 for the purpose of acquiring rights of way, designing, constructing, extending and improving the streets and roads within the City, including but not limited to (a) implementing the City's Neighborhood Street Preservation Program, (b) improvements to Mock from 7 Highway to Sunnyside, (c) improvements to Adams Dairy Parkway at Duncan Road, (d) implementing the Downtown Master Plan Capital Improvements, (e) widening and improving Walnut Street from Woods Chapel Road to 15th Street, (f) making Adams Dairy Parkway street light improvements, (g) constructing SW 12th Street from SW Southcrest Drive to Wyatt Road, and (h) improving the intersection of Woods Chapel Road and US 40 Highway?

⬭ YES
⬭ NO

SAMPLE

OFFICIAL CERTIFICATION

SPECIAL ELECTION
CITY OF BLUE SPRINGS
STATE OF MISSOURI
County of Jackson

Tuesday, August 6, 2024

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

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

Tammy L. Brown	Sara A. Zorich
Director	Director

Voter Turnout
JACKSON COUNTY, MISSOURI
PRIMARY ELECTION
AUGUST 6, 2024
ELECTION DAY
OFFICIAL

Precincts	Ballots Cast	Registered Voters	% Turnout
B101,02,03	633	4033	15.70%
B1 04	213	1058	20.13%
B105,06,13	396	1693	23.39%
B1 07,08	15	58	25.86%
B1 09	19	179	10.61%
B1 10,11	3	7	42.86%
B2 01	390	1894	20.59%
B2 02,03,04	626	3125	20.03%
B2 05	13	58	22.41%
B2 06,07	445	2232	19.94%
B3 01	538	2748	19.58%
B3 02	583	2625	22.21%
B3 03,04	333	1728	19.27%
B3 05,06	464	1721	26.96%
B4 01	32	168	19.05%
B4 02,03,04	653	2866	22.78%
B4 05,08,10	442	2185	20.23%
B4 06,07,09	437	1742	25.09%
B4 11	0	11	0.00%
B5 01,02	698	3279	21.29%
B5 03	275	1016	27.07%
B5 04	493	1890	26.08%
B5 05	833	2852	29.21%
B6 01	499	2456	20.32%
B6 02	651	2347	27.74%
B6 03,04,05	1222	4154	29.42%
B7 01	465	1647	28.23%
B7 02	604	2319	26.05%
B7 03	612	2287	26.76%
B7 04,05	798	3064	26.04%
B8 01,02	1355	5134	26.39%
B8 04	572	1827	31.31%
B8 05,06	802	2312	34.69%
BR 01,02	725	3227	22.47%
BR 03	862	3368	25.59%
BR 04	801	3314	24.17%
BR 05,06	427	1698	25.15%
BR 07,08	360	1220	29.51%
BR 09,10,11	998	4002	24.94%
FO 02	185	489	37.83%
FO 03,04,05,09	464	1893	24.51%
FO 06,10	166	423	39.24%
FO 07,08	480	1610	29.81%
PR 01	11	38	28.95%
PR 02	612	2576	23.76%
PR 03	459	2213	20.74%
PR 05,06,43	692	2702	25.61%

Precincts	Ballots Cast	Registered Voters	% Turnout
PR 07,08	645	2626	24.56%
PR 09	453	2078	21.80%
PR 10	247	1010	24.46%
PR 11	738	2853	25.87%
PR 13,14	734	2389	30.72%
PR 15,16,17,62	1168	3764	31.03%
PR 18	379	1460	25.96%
PR 19	665	2457	27.07%
PR 20	379	1353	28.01%
PR 21,22	661	2307	28.65%
PR 23	752	3517	21.38%
PR 24	750	3180	23.58%
PR 26,27	916	3387	27.04%
PR 28	912	2719	33.54%
PR 29,32	904	3327	27.17%
PR 30,31	747	2824	26.45%
PR 33,34	735	3391	21.68%
PR 37,38	567	2356	24.07%
PR 39	554	2101	26.37%
PR 40	300	1153	26.02%
PR 41,42	642	2407	26.67%
PR 44	446	1987	22.45%
PR 45,46	721	3121	23.10%
PR 47,48	464	1894	24.50%
PR 49	455	2014	22.59%
PR 50	343	1707	20.09%
PR 51	245	892	27.47%
PR 52	209	1021	20.47%
PR53,54,55,57,59,60,63	746	2811	26.54%
PR56,64	240	1031	23.28%
SN 01	1	64	1.56%
SN 02	225	1011	22.26%
SN 03	87	282	30.85%
SN 04	417	1240	33.63%
SN 05	378	1232	30.68%
SN 06	44	211	20.85%
SN 07	125	429	29.14%
SN08	869	3186	27.28%
SN 09	585	2453	23.85%
SN 10	732	2891	25.32%
SN11	469	1705	27.51%
SN12,14,29	974	4798	20.30%
SN 13	3	5	60.00%
SN 15	60	165	36.36%
SN 16	2	17	11.76%
SN17	566	2511	22.54%
SN 19	39	189	20.63%

Precincts	Ballots Cast	Registered Voters	% Turnout
SN 20	277	1415	19.58%
SN21	452	2040	22.16%
SN22	572	2222	25.74%
SN 23	22	84	26.19%
SN24	597	2382	25.06%
SN25	759	2878	26.37%
SN 26	3	3	100.00%
SN27	132	428	30.84%
SN 30	547	2531	21.61%
SN31	556	2391	23.25%
SN 32,37	316	1227	25.75%
SN 34,35,36	213	628	33.92%
SN 38	730	3433	21.26%
SN 39	647	3039	21.29%
SN 40,51	494	1640	30.12%
SN 41	652	3325	19.61%
SN43,44,46,53	641	2992	21.42%
SN 47,49	427	2392	17.85%
SN 52	96	318	30.19%
VB01	2	4	50.00%
VB02,03,04,07,09,13	642	2103	30.53%
VB08,14	148	668	22.16%
VB 10,11,19	751	2632	28.53%
VB 12,15	179	640	27.97%
VB 16,17,18	251	816	30.76%
WA 01,02	681	2616	26.03%
WA 03	360	1717	20.97%
WA 04,05	459	2120	21.65%
WA 06	277	1587	17.45%
WA 07,08	696	2911	23.91%
WA 09	265	1631	16.25%
ABSENTEE	4401	241827	1.82%
Total	63894	241827	26.42%

	Turnout			CITY OF BLUE SPRINGS - QUESTION					
	Reg. Voters	Ballots Cast	% Turnout	Reg. Voters	Total Votes	YES		NO	
Jurisdiction Wide									
PR 51									
Normal	892	245	27.47%	892	241	159	65.98%	82	34.02%
Absentee	892	-	-	892	0	0	-	0	-
Provisional	892	-	-	892	0	0	-	0	-
PR 52									
Normal	1021	209	20.47%	1021	200	134	67.00%	66	33.00%
Absentee	1021	-	-	1021	0	0	-	0	-
Provisional	1021	-	-	1021	0	0	-	0	-
PR53,54,55,57,59,60,63									
Normal	2811	746	26.54%	509	96	73	76.04%	23	23.96%
Absentee	2811	-	-	509	0	0	-	0	-
Provisional	2811	-	-	509	0	0	-	0	-
PR56,64									
Normal	1031	240	23.28%	1008	228	172	75.44%	56	24.56%
Absentee	1031	-	-	1008	0	0	-	0	-
Provisional	1031	-	-	1008	0	0	-	0	-
SN08									
Normal	3186	869	27.28%	3160	843	631	74.85%	212	25.15%
Absentee	3186	-	-	3160	0	0	-	0	-
Provisional	3186	-	-	3160	0	0	-	0	-
SN 09									
Normal	2453	585	23.85%	2453	575	407	70.78%	168	29.22%
Absentee	2453	-	-	2453	0	0	-	0	-
Provisional	2453	-	-	2453	0	0	-	0	-
SN 10									
Normal	2891	732	25.32%	2891	720	537	74.58%	183	25.42%
Absentee	2891	-	-	2891	0	0	-	0	-
Provisional	2891	-	-	2891	0	0	-	0	-
SN11									
Normal	1705	469	27.51%	1703	463	378	81.64%	85	18.36%
Absentee	1705	-	-	1703	0	0	-	0	-
Provisional	1705	-	-	1703	0	0	-	0	-
SN12,14,29									
Normal	4798	974	20.30%	4781	944	696	73.73%	248	26.27%
Absentee	4798	-	-	4781	0	0	-	0	-
Provisional	4798	-	-	4781	0	0	-	0	-

	Turnout			CITY OF BLUE SPRINGS - QUESTION					
	Reg. Voters	Ballots Cast	% Turnout	Reg. Voters	Total Votes	YES		NO	
SN17									
Normal	2511	566	22.54%	2499	556	410	73.74%	146	26.26%
Absentee	2511	-	-	2499	0	0	-	0	-
Provisional	2511	-	-	2499	0	0	-	0	-
SN 20									
Normal	1415	277	19.58%	1415	268	188	70.15%	80	29.85%
Absentee	1415	-	-	1415	0	0	-	0	-
Provisional	1415	-	-	1415	0	0	-	0	-
SN21									
Normal	2040	452	22.16%	1976	418	317	75.84%	101	24.16%
Absentee	2040	-	-	1976	0	0	-	0	-
Provisional	2040	-	-	1976	0	0	-	0	-
SN22									
Normal	2222	572	25.74%	2210	549	429	78.14%	120	21.86%
Absentee	2222	-	-	2210	0	0	-	0	-
Provisional	2222	-	-	2210	0	0	-	0	-
SN24									
Normal	2382	597	25.06%	2376	583	439	75.30%	144	24.70%
Absentee	2382	-	-	2376	0	0	-	0	-
Provisional	2382	-	-	2376	0	0	-	0	-
SN25									
Normal	2878	759	26.37%	2877	736	582	79.08%	154	20.92%
Absentee	2878	-	-	2877	0	0	-	0	-
Provisional	2878	-	-	2877	0	0	-	0	-
SN27									
Normal	428	132	30.84%	425	126	91	72.22%	35	27.78%
Absentee	428	-	-	425	0	0	-	0	-
Provisional	428	-	-	425	0	0	-	0	-
SN 30									
Normal	2531	547	21.61%	2531	535	371	69.35%	164	30.65%
Absentee	2531	-	-	2531	0	0	-	0	-
Provisional	2531	-	-	2531	0	0	-	0	-
SN31									
Normal	2391	556	23.25%	2389	529	392	74.10%	137	25.90%
Absentee	2391	-	-	2389	0	0	-	0	-
Provisional	2391	-	-	2389	0	0	-	0	-
VB01									
Normal	4	2	50.00%	2	1	1	100.00%	0	-
Absentee	4	-	-	2	0	0	-	0	-
Provisional	4	-	-	2	0	0	-	0	-

	Turnout			CITY OF BLUE SPRINGS - QUESTION					
	Reg. Voters	Ballots Cast	% Turnout	Reg. Voters	Total Votes	YES		NO	
ABSENTEE									
Normal	-	-	-	0	0	0	-	0	-
Absentee	-	4401	-	0	540	422	78.15%	118	21.85%
Provisional	-	-	-	0	0	0	-	0	-
Total									
Normal	241827	59474	24.59%	37118	8611	6407	74.40%	2204	25.60%
Absentee	241827	4401	1.82%	37118	540	422	78.15%	118	21.85%
Provisional	241827	19	0.01%	37118	0	0	-	0	-
Total	241827	63894	26.42%	37118	9151	6829	74.63%	2322	25.37%

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

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

Jackson County Election Board

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

https://jcebmo.org

OFFICIAL CERTIFICATION FOR AUGUST 6, 2024
PRIMARY ELECTION

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

OFFICIAL ELECTION CERTIFICATION

We, the Jackson County Board of Election Commissioners, hereby certify that the foregoing is a true, correct and complete return of all votes counted in the Primary Election held Tuesday, August 6, 2024. IN TESTIMONY THEREOF, we hereunto set our hand and affixed the seal of said Board at its office in Independence, Missouri, this 13th day of August 2024.

Michael K. Whitehead
Chairman

Henry R. Carner
Secretary

Colleen M. Scott
Member

Lyle K. Querry
Member

AFFIDAVIT OF PUBLICATION

THE EXAMINER
PO BOX 1283
HUTCHINSON, KS 67504-1283

STATE OF MISSOURI } SS
COUNTY OF JACKSON }

Account Number: 657
Order Number: 2477870
Description: PG-1 8.6.24 Prim Elec Samp Bal
Ad Cost: $960.00

Sherry Groves, being first duly sworn, says:

That she is the Agent of the The Examiner, a daily newspaper of general circulation, printed and published in Independence, Jackson County, Missouri; that the publication, a copy of which is attached hereto, was published in said newspaper on the following dates:

July 27, 2024
August 3, 2024

That said newspaper was regularly issued and circulated on those dates.
SIGNED:

Sherry Groves

Agent

Subscribed to and sworn to me this 3rd day of August 2024.

Leanne Kaufenberg

Leanne Kaufenberg, Notary Public, Redwood County Minnesota

JACKSON COUNTY BOARD ELECTIONS
215 N LIBERTY
INDEPENDENCE, MO 64051

LEANNE JOY KAUFENBERG
Notary Public
State of Minnesota
My Commission Expires
January 31, 2025

NOTICE OF PRIMARY ELECTION
SAMPLE BALLOT

STATE OF MISSOURI
JACKSON COUNTY
TUESDAY,
AUGUST 6, 2024
PRIMARY ELECTION

Notice is hereby given to the registered qualified voters of Jackson County, Missouri, outside the corporate limits of Kansas City, Missouri, that the Missouri Primary Election will be held on Tuesday, August 6, 2024, as certified by the Honorable John Ashcroft, Secretary of State, State of Missouri, and Mary Jo Spino, Clerk of the Legislature, Jackson County, Missouri. The polls will be open from 6:00 a.m. until 7:00 p.m.

The purpose of the Primary Election is to nominate candidates in the Republican, Democratic, and Libertarian parties of Missouri and Jackson County for the federal, state and county offices to be voted upon at the General Election scheduled for Tuesday, November 5, 2024; and for the election of the county committeemen and county committeewomen in the various Townships and Sub-Districts in Jackson County.

REPUBLICAN CANDIDATES FOR NOMINATION

U.S. SENATOR
JOSH HAWLEY

GOVERNOR
DARRELL LEON MCCLANAHAN, III
JEREMY GUNDEL
BILL EIGEL
ROBERT JAMES OLSON
JOHN R. (JAY) ASHCROFT
MIKE KEHOE
CHRIS WRIGHT
DARREN L GRANT
AMBER THOMSEN

LIEUTENANT GOVERNOR
HOLLY REHDER
DAVE WASINGER
LINCOLN HOUGH
PAUL BERRY, III
TIM BAKER
MATTHEW E. PORTER

SECRETARY OF STATE
VALENTINA GOMEZ
SHANE SCHOELLER
DENNY HOSKINS
ADAM J. SCHWADRON
JAMIE CORLEY
DEAN PLOCHER
MARY ELIZABETH COLEMAN
MIKE CARTER

STATE TREASURER
CODY SMITH
ANDREW KOENIG
LORI ROOK
VIVEK MALEK
TINA GOODRICK
KARAN PUJJI

ATTORNEY GENERAL
WILL SCHARF
ANDREW BAILEY

U.S. REPRESENTATIVE
DISTRICT 4
MARK ALFORD

DISTRICT 5
SEAN E. SMITH

DISTRICT 6
FREDDIE GRIFFIN, JR
BRANDON KLEINMEYER
SAM GRAVES
WELDON WRAY WOODWARD

STATE SENATOR
DISTRICT 7
JOEY LASALLE

DISTRICT 9
DERRON BLACK

DISTRICT 11
AARON MCMULLEN
JOE NICOLA
DAVID MARTIN

STATE REPRESENTATIVE
DISTRICT 19
KAREN I SPALDING

DISTRICT 20
MIKE STEINMEYER

DISTRICT 21
MARJAIN BREITENBACH

DISTRICT 22
MIREYA BARRAGAN

DISTRICT 28
STEVEN W. HINTON

DISTRICT 29
ROBERT A. BRUETTE

DISTRICT 30
JON PATTERSON

DISTRICT 31
RON FOWLER

DISTRICT 32
JEFF COLEMAN

DISTRICT 33
CHRIS SANDER
CAROLYN S. CATON

DISTRICT 34
JC CROSSLEY

DISTRICT 35
MICHAEL C. GREEN

DISTRICT 36
DAVE THOMAS

REPUBLICAN CANDIDATES FOR JACKSON COUNTY

PROSECUTING ATTORNEY
TRACEY CHAPPELL

REPUBLICAN CANDIDATES FOR ELECTION TO THE COUNTY COMMITTEE

COUNTY COMMITTEEMAN
BLUE SUB-DISTRICT 1
MICHAEL YOUNG
JOSEPH M. SALVA

COUNTY COMMITTEEWOMAN
BLUE SUB-DISTRICT 1
LEIGH PHILLIPS
NANCY P. GRIEGO

COUNTY COMMITTEEMAN
BLUE SUB-DISTRICT 2
DAKOTA WORRELL

COUNTY COMMITTEEWOMAN
BLUE SUB-DISTRICT 2
NO CANDIDATE FILED

COUNTY COMMITTEEMAN
BLUE SUB-DISTRICT 3
DAVID TITUS

COUNTY COMMITTEEWOMAN
BLUE SUB-DISTRICT 3
BRIDGET TITUS

COUNTY COMMITTEEMAN
BLUE SUB-DISTRICT 4
NO CANDIDATE FILED

COUNTY COMMITTEEWOMAN
BLUE SUB-DISTRICT 4
NO CANDIDATE FILED

COUNTY COMMITTEEMAN
BLUE SUB-DISTRICT 5
SCOTT QUALLS

COUNTY COMMITTEEWOMAN
BLUE SUB-DISTRICT 5
NO CANDIDATE FILED

COUNTY COMMITTEEMAN
BLUE SUB-DISTRICT 6
NO CANDIDATE FILED

COUNTY COMMITTEEWOMAN
BLUE SUB-DISTRICT 6
MARY JO FREEMAN

COUNTY COMMITTEEMAN
BLUE SUB-DISTRICT 7
MIKE MORRIS

COUNTY COMMITTEEWOMAN
BLUE SUB-DISTRICT 7
JANA MORRIS

COUNTY COMMITTEEMAN
BLUE SUB-DISTRICT 8
MARCUS V. BOWEN

COUNTY COMMITTEEWOMAN
BLUE SUB-DISTRICT 8
DENA TUTTLE

COUNTY COMMITTEEMAN
BROOKING TOWNSHIP
STEVEN W. HINTON

COUNTY COMMITTEEWOMAN
BROOKING TOWNSHIP
NO CANDIDATE FILED

COUNTY COMMITTEEMAN
FORT OSAGE TOWNSHIP
ZANE K. WINPIGLER
RON BUCKALLEW

COUNTY COMMITTEEWOMAN
FORT OSAGE TOWNSHIP
WENDY WINPIGLER
JULIE BUCKALLEW

COUNTY COMMITTEEMAN
PRAIRIE TOWNSHIP
DAN STACY
WILLIAM PETERSON
SCOTT O'BRIEN
RICK HALLMAN

COUNTY COMMITTEEWOMAN
PRAIRIE TOWNSHIP
STORM DILLENSCHNEIDER
KIM EDWARDS

COUNTY COMMITTEEMAN
SNI-A-BAR TOWNSHIP
PRESTON V. SMITH
JEFF PORTER
GARY DUSENBERG
RON FOWLER
JOE NICOLA

COUNTY COMMITTEEWOMAN
SNI-A-BAR TOWNSHIP
RUTH HERTZOG PIRCH
JENNIFER KEELING

COUNTY COMMITTEEMAN
VAN BUREN TOWNSHIP
STEVE MCBRIDE
CHRIS SANDER

COUNTY COMMITTEEWOMAN
VAN BUREN TOWNSHIP
TERESA MCBRIDE
DAWN EMBREY

COUNTY COMMITTEEMAN
WASHINGTON TOWNSHIP
MICHAEL R. SMITH
DAVE THOMAS

COUNTY COMMITTEEWOMAN
WASHINGTON TOWNSHIP
NO CANDIDATE FILED

DEMOCRATIC CANDIDATES FOR NOMINATION

U.S. SENATOR
KARLA MAY
DECEMBER L. HARMON
LUCAS KUNCE
MITA BISWAS

GOVERNOR
ERIC MORRISON
CRYSTAL QUADE
SHERYL GLADNEY
HOLLIS L LASTER
MIKE HAMRA

LIEUTENANT GOVERNOR
RICHARD BROWN
ANASTASIA SYES

SECRETARY OF STATE
MONIQUE WILLIAMS
BARBARA PHIFER
HALEY JACOBSON

STATE TREASURER
MARK OSMACK

ATTORNEY GENERAL
ELAD JONATHAN GROSS

U.S. REPRESENTATIVE
DISTRICT 4
JEANETTE CASS
MIKE MCCAFFREE

DISTRICT 5
EMANUEL CLEAVER, II

DISTRICT 6
RICH GOLD
PAM MAY

STATE SENATOR
DISTRICT 7
PAT CONTRERAS
PATTY LEWIS

DISTRICT 9
BARBARA ANNE WASHINGTON
BRANDON ELLINGTON

DISTRICT 11
ROBERT SAULS

STATE REPRESENTATIVE
DISTRICT 19
PATRICIA ANN GERONIMA HERNANDEZ
WICK THOMAS

DISTRICT 20
CLARENCE FRANKLIN, JR.

DISTRICT 21
WILL JOBE

DISTRICT 22
YOLANDA YOUNG

DISTRICT 28
MIKE SAGER
DONNA BARNES

DISTRICT 29
AARON CROSSLEY

DISTRICT 30
KEVIN GROVER

DISTRICT 31
JEREMY ROWAN

DISTRICT 32
JENNIFER CASSIDY

DISTRICT 34
KEMP STRICKLER

DISTRICT 35
KERI INGLE

DISTRICT 36
ANTHONY EALY

Published in the Examiner July 27, 2024 & August 3, 2024

AFFIDAVIT OF PUBLICATION

THE EXAMINER
PO BOX 1283
HUTCHINSON, KS 67504-1283

STATE OF MISSOURI } SS
COUNTY OF JACKSON }

Account Number: 557
Order Number: 2477890
Description: PG-2 8.6.24 Prim Elec Samp Bal
Ad Cost: $960.00

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July 27, 2024
August 3, 2024

That said newspaper was regularly issued and circulated on those dates.
SIGNED:

Sherry Groves

Agent

Subscribed to and sworn to me this 3rd day of August 2024.

Leanne Kaufenberg

Leanne Kaufenberg, Notary Public, Redwood County Minnesota

JACKSON COUNTY BOARD ELECTIONS
215 N LIBERTY
INDEPENDENCE, MO 64051

LEANNE JOY KAUFENBERG
Notary Public
State of Minnesota
My Commission Expires
January 31, 2026

NOTICE OF PRIMARY ELECTION
SAMPLE BALLOT

DEMOCRATIC CANDIDATES FOR JACKSON COUNTY

PROSECUTING ATTORNEY
JOHN GROMOWSKY
STEPHANIE M. BURTON
MELESA JOHNSON

SHERIFF
DARRYL FORTÉ

DEMOCRATIC CANDIDATES FOR ELECTION TO THE COUNTY COMMITTEE

COUNTY COMMITTEEMAN BLUE SUB-DISTRICT 1
PAUL BUDD

COUNTY COMMITTEEWOMAN BLUE SUB-DISTRICT 1
AIMEE J. WORLEY

COUNTY COMMITTEEMAN BLUE SUB-DISTRICT 2
NO CANDIDATE FILED

COUNTY COMMITTEEWOMAN BLUE SUB-DISTRICT 2
SUSAN DOUGHERTY

COUNTY COMMITTEEMAN BLUE SUB-DISTRICT 3
NO CANDIDATE FILED

COUNTY COMMITTEEWOMAN BLUE SUB-DISTRICT 3
DIANE EGGER

COUNTY COMMITTEEMAN BLUE SUB-DISTRICT 4
STEVEN MCLUCKIE

COUNTY COMMITTEEWOMAN BLUE SUB-DISTRICT 4
NO CANDIDATE FILED

COUNTY COMMITTEEMAN BLUE SUB-DISTRICT 5
AARON CROSSLEY

COUNTY COMMITTEEWOMAN BLUE SUB-DISTRICT 5
KATHERINE AMEKU

COUNTY COMMITTEEMAN BLUE SUB-DISTRICT 6
JOSEPH F. FOLEY

COUNTY COMMITTEEWOMAN BLUE SUB-DISTRICT 6
GRACE F. THOMAS

COUNTY COMMITTEEMAN BLUE SUB-DISTRICT 7
STEVE LEVOTA

COUNTY COMMITTEEWOMAN BLUE SUB-DISTRICT 7
SHERI TINDLE

COUNTY COMMITTEEMAN BLUE SUB-DISTRICT 8
RUDY CHAVEZ

COUNTY COMMITTEEWOMAN BLUE SUB-DISTRICT 8
NICKI CARDWELL

COUNTY COMMITTEEMAN BROOKING TOWNSHIP
MICHAEL DOWNING
JEROME BARNES

COUNTY COMMITTEEWOMAN BROOKING TOWNSHIP
DONNA BARNES
LATRICE THOMAS

COUNTY COMMITTEEMAN FORT OSAGE TOWNSHIP
MYRON W. BURROWS

COUNTY COMMITTEEWOMAN FORT OSAGE TOWNSHIP
LYNDA BURROWS

COUNTY COMMITTEEMAN PRAIRIE TOWNSHIP
NATHAN COCKRELL
PATRICK D. ROWLAND
KEMP STRICKLER

COUNTY COMMITTEEWOMAN PRAIRIE TOWNSHIP
SHELLIE MONTEMURRO
ELIZABETH FREELAND
HILLARY SHIELDS

COUNTY COMMITTEEMAN SNI-A-BAR TOWNSHIP
TOM GERKEN
SCOTT CASEY
JALEN ANDERSON

COUNTY COMMITTEEWOMAN SNI-A-BAR TOWNSHIP
LANNA ULTICAN
TAYLOR BELLER

COUNTY COMMITTEEMAN VAN BUREN TOWNSHIP
RUSSELL WITTIG

COUNTY COMMITTEEWOMAN VAN BUREN TOWNSHIP
MICHELE PYCIOR
TIMBERLYN PYCIOR-DAVILA

COUNTY COMMITTEEMAN WASHINGTON TOWNSHIP
CHRISTIAN PARCHMAN
RON PEARSON

COUNTY COMMITTEEWOMAN WASHINGTON TOWNSHIP
IRENE C. KENDRICK
ELAINE BREWER

LIBERTARIAN CANDIDATES FOR NOMINATION

U.S. SENATOR
W.C. YOUNG

GOVERNOR
BILL SLANTZ

LIEUTENANT GOVERNOR
KEN IVERSON

SECRETARY OF STATE
CARL HERMAN FREESE

STATE TREASURER
JOHN A. HARTWIG, JR.

ATTORNEY GENERAL
RYAN L. MUNRO

U.S. REPRESENTATIVE DISTRICT 4
THOMAS HOLBROOK

DISTRICT 5
WILLIAM TRUMAN (BILL) WAYNE

DISTRICT 6
ANDY MAJDMENT

LIBERTARIAN PARTY FOR ELECTION TO THE COUNTY COMMITTEE

COUNTY COMMITTEEMAN BLUE SUB-DISTRICT 1
NO CANDIDATE FILED

COUNTY COMMITTEEWOMAN BLUE SUB-DISTRICT 1
NO CANDIDATE FILED

COUNTY COMMITTEEMAN BLUE SUB-DISTRICT 2
NO CANDIDATE FILED

COUNTY COMMITTEEWOMAN BLUE SUB-DISTRICT 2
NO CANDIDATE FILED

COUNTY COMMITTEEMAN BLUE SUB-DISTRICT 3
NO CANDIDATE FILED

COUNTY COMMITTEEWOMAN BLUE SUB-DISTRICT 3
NO CANDIDATE FILED

COUNTY COMMITTEEMAN BLUE SUB-DISTRICT 4
NO CANDIDATE FILED

COUNTY COMMITTEEWOMAN BLUE SUB-DISTRICT 4
NO CANDIDATE FILED

COUNTY COMMITTEEMAN BLUE SUB-DISTRICT 5
NO CANDIDATE FILED

COUNTY COMMITTEEWOMAN BLUE SUB-DISTRICT 5
NO CANDIDATE FILED

COUNTY COMMITTEEMAN BLUE SUB-DISTRICT 6
NO CANDIDATE FILED

COUNTY COMMITTEEWOMAN BLUE SUB-DISTRICT 6
NO CANDIDATE FILED

COUNTY COMMITTEEMAN BLUE SUB-DISTRICT 7
NO CANDIDATE FILED

COUNTY COMMITTEEWOMAN BLUE SUB-DISTRICT 7
NO CANDIDATE FILED

COUNTY COMMITTEEMAN BLUE SUB-DISTRICT 8
NO CANDIDATE FILED

COUNTY COMMITTEEWOMAN BLUE SUB-DISTRICT 8
NO CANDIDATE FILED

COUNTY COMMITTEEMAN BROOKING TOWNSHIP
NO CANDIDATE FILED

COUNTY COMMITTEEWOMAN BROOKING TOWNSHIP
NO CANDIDATE FILED

COUNTY COMMITTEEMAN FORT OSAGE TOWNSHIP
NO CANDIDATE FILED

COUNTY COMMITTEEWOMAN FORT OSAGE TOWNSHIP
NO CANDIDATE FILED

COUNTY COMMITTEEMAN PRAIRIE TOWNSHIP
RONALD BREAM

COUNTY COMMITTEEWOMAN PRAIRIE TOWNSHIP
NO CANDIDATE FILED

COUNTY COMMITTEEMAN SNI-A-BAR TOWNSHIP
NO CANDIDATE FILED

COUNTY COMMITTEEWOMAN SNI-A-BAR TOWNSHIP
NO CANDIDATE FILED

COUNTY COMMITTEEMAN VAN BUREN TOWNSHIP
NO CANDIDATE FILED

COUNTY COMMITTEEWOMAN VAN BUREN TOWNSHIP
NO CANDIDATE FILED

COUNTY COMMITTEEMAN WASHINGTON TOWNSHIP
NO CANDIDATE FILED

COUNTY COMMITTEEWOMAN WASHINGTON TOWNSHIP
NO CANDIDATE FILED

CONSTITUTIONAL AMENDMENTS

CONSTITUTIONAL AMENDMENT NO. 1

Proposed by 102nd General Assembly (First Regular Session) SJR No. 26

Shall the Missouri Constitution be amended to allow places where individuals, corporations, organizations, and associations provide childcare outside of the child's home to be exempt from property tax? This is intended to make childcare more available, which would support the well-being of children, families, the workforce, and society as a whole.

State governmental entities estimate the state's Blind Pension Fund could have annual lost revenue of up to $400,000. Local governments expect an unknown fiscal impact.

YES
NO

CONSTITUTIONAL AMENDMENT NO. 4

Proposed by 101st General Assembly (Second Regular Session) SS 2 SJR No. 38

Shall the Missouri Constitution be amended to authorize laws, passed before December 31st, 2026, that increase minimum funding for a police force established by a state board of police commissioners to ensure such police force has additional resources to serve its communities?

This would authorize a law passed in 2022 increasing required funding by the City of Kansas City for police department requests from 20% of general revenue to 25%, an increase of $38,743,646, though the City previously provided that level of funding voluntarily. No other state or local governmental entities estimate costs or savings.

YES
NO

AFFIDAVIT OF PUBLICATION

THE EXAMINER
PO BOX 1283
HUTCHINSON, KS 67504-1283

STATE OF MISSOURI } SS
COUNTY OF JACKSON }

Account Number: 557
Order Number: 2477910
Description: PG-3 8.6.24 Prim Elec Samp Bal
Ad Cost: $871.68

Sherry Groves, being first duly sworn, says:

That she is the Agent of the The Examiner, a daily newspaper of general circulation, printed and published in Independence, Jackson County, Missouri; that the publication, a copy of which is attached hereto, was published in said newspaper on the following dates:

July 27, 2024
August 3, 2024

That said newspaper was regularly issued and circulated on those dates.
SIGNED:

Sherry Groves
Agent

Subscribed to and sworn to me this 3rd day of August 2024,

Leanne Kaufenberg
Leanne Kaufenberg, Notary Public, Redwood County Minnesota

JACKSON COUNTY BOARD ELECTIONS
215 N LIBERTY
INDEPENDENCE, MO 64051

LEANNE JOY KAUFENBERG
Notary Public
State of Minnesota
My Commission Expires
January 31, 2025

NOTICE OF PRIMARY ELECTION
SAMPLE BALLOT

NOTICE IS HEREBY GIVEN to the registered voters of the following Districts that a Special Election has been called for said Districts to be held Tuesday, August 6, 2024, as certified by said District.

FOR CITY OF BLUE SPRINGS SPECIAL ELECTION

QUESTION

Shall the City of Blue Springs, Missouri issue general obligation bonds in the amount of $40,000,000 for the purpose of acquiring rights of way, designing, constructing, extending and improving the streets and roads within the City, including but not limited to (a) implementing the City's Neighborhood Street Preservation Program, (b) improvements to Mock from 7 Highway to Sunnyside, (c) improvements to Adams Dairy Parkway at Duncan Road, (d) implementing the Downtown Master Plan Capital Improvements, (e) widening and improving Walnut Street from Woods Chapel Road to 15th Street, (f) making Adams Dairy Parkway street light improvements, (g) constructing SW 12th Street from SW Southcrest Drive to Wyatt Road, and (h) improving the intersection of Woods Chapel Road and US 40 Highway?

YES
NO

FOR CITY OF INDEPENDENCE SPECIAL ELECTION

PROPOSITION PD

Shall the City of Independence impose a city sales tax of one-fourth (1/4) of one percent for the exclusive benefit of the Police Department, which tax shall remain in effect until repealed by voters?

YES
NO

FOR CITY OF INDEPENDENCE SPECIAL ELECTION

QUESTION 1

Shall the Charter of the City of Independence be amended throughout and Article 15 of the Charter of the City of Independence be amended to allow the City to publish legal notices online when not required to publish by State law in a local newspaper; to remove City boundary descriptions and references thereto; to include references to the Missouri Revised Statutes; to make grammatical, numbering, and language corrections as needed for clarity and accuracy; and to make changes related to the Charter Review Commission and previous Charter revision elections?

YES
NO

QUESTION 2

Shall Articles 1, 2, 4, and 5 the Charter of the City of Independence be amended to remove provisions explaining the powers of the City and to include the role of public engagement in City government; to clarify provisions relating to the City Council; to clarify the Internal Auditor's position; to amend provisions related to the City Code, ordinances, and resolutions; to clarify that the City may adopt technical codes; to amend provisions relating to municipal court, municipal judges, the City Prosecutor, and the Court Clerk; and to make changes regarding the Board of Ethics and ethics provisions for the City Council?

YES
NO

QUESTION 3

Shall Articles 2, 3, 8, 9, and 10 of the Charter of the City of Independence be amended to provide that prior to the sale of a public utility, the City Council shall, by ordinance, call for an election of the registered voters of the City to determine whether the City shall sell such public utility; to make changes regarding City departments, offices, and agencies, and the coordination of emergency preparedness, but to leave the fire and police departments in the Charter; to provide requirements for the City budget, budget transfers, and financial policies; to remove penalties for City officers and employees who enter into contracts on behalf of the City without authority to do so; to provide processes for incurring debt and the issuance of bonds and notes; to clarify that the City may license, tax, and regulate all businesses, occupations, professions, vocations, and activities as allowed by State law; to remove Sections 9.1 through 9.5; and to remove Article 10?

YES
NO

QUESTION 4

Shall Articles 6, 7, and 13 of the Charter of the City of Independence be amended to remove example election forms; to provide that council districts are established by ordinance; to clarify election processes; to remove a provision regarding political designations in campaigns; to provide that candidates shall be disqualified if they are in arrears to the City for fees or taxes, are delinquent in paying State income taxes, or have unresolved municipal warrants; to clarify the referendum process; to remove required ballot language; and to clarify that franchises and utilities are subject to State laws?

YES
NO

QUESTION 5

Shall Articles 11, 12, and 14 of the Charter of the City of Independence be amended to make changes relating to public improvements, special tax bills, and special assessments; to amend provisions related to the Planning Commission, the planning director, the Board of Adjustment, and the Comprehensive Development Plan; and to provide that the City Planning Commission shall have all powers proscribed in Chapter 89, RSMo.; to make changes to provisions relating to lawsuits against the City; and to provide that meetings, records, accounts, and votes of the Council and the City shall be open as required by State law?

YES
NO

FOR CITY OF LAKE LOTAWANA SPECIAL ELECTION

QUESTION

Shall the municipality Lake Lotawana impose a sales tax of one-half of one percent for the purpose of providing funding for storm water control and local parks for the municipality?

YES
NO

IN WITNESS WHEREOF, the Jackson County Board of Election Commissioners has caused its name to be hereunto signed and the official seal affixed this 28th day of May, 2024.

INSTRUCTIONS TO VOTERS

Using blue or black ink, completely fill in the oval next to the candidate or question response of your choice like this: ⬬

Fill in the oval completely. Do not mark outside of the oval. Vote on both sides of ballot, if applicable.

JACKSON COUNTY BOARD OF ELECTION COMMISSIONERS

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

Tammy L. Brown, Director
Sara A. Zorich, Director

Attest:
Henry R. Camer, Secretary

NOTICE OF ACCESSIBILITY

FURTHER NOTICE IS GIVEN that, where a regular polling place has limited accessibility, a disabled or elderly voter may be provided an alternative means of casting his or her ballot. Such means may include reassignment to an accessible polling place, curbside voting, assisted voting or voting by absentee ballot. A voter may apply for an absentee ballot in person or by mail or may have a relative or guardian apply in person on his or her behalf. If an absentee voter is disabled or incapacitated, the notary requirement is waived. In addition, voters requiring assistance may be assisted by a person of the voter's choice.

For a complete poll list go to our website: WWW.JCEBMO.ORG

Look for your Poll Notification card in the mail

Affidavit of Publication

DATE: Aug 1, 2024

STATE OF MISSOURI SS
COUNTY OF JACKSON

Joseph D. Spaar, being duly sworn according to law, states that he is the co-publisher of Focus on Oak Grove, a weekly newspaper located in the city of Oak Grove in Jackson County, Missouri; and that newspaper has been, and now is a newspaper of general circulation in said County; that said newspaper has been and now is admitted to the post office as second class matter in said city of Oak Grove, Missouri; said newspaper has had, and now has, a list of bona fide subscribers voluntarily engaged as such who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that the said notice hereto attached was published in said newspaper once a week for two week(s) as follows:

First Insertion: July 25, 2024
Second Insertion: August 1, 2024
Third Insertion:
Fourth Insertion:
Fifth Insertion:
Sixth Insertion:

Joseph D. Spaar

Joseph D. Spaar, co-publisher

Subscribed and sworn to before me this date of August 1, 2024.

Witness my hand and official seal.

Donna L. Ehlert

Donna L. Ehlert, Notary Public

My Commission expires March 7, 2028

NOTARY PUBLIC SEAL STATE OF MISSOURI

DONNA L. EHLERT
My Commission Expires
March 7,2028
Lafayette County
Commission # 12488640

DONNA L. EHLERT
My Commission Expires
March 7, 2029
Lafayette County
Commission #: 1248640

Bates City aldermen discuss problems with recent storms

by Melody Cook telephone services. Mayor well reported trees on the received complaints about said he doesn't think the rod work

NOTICE OF PRIMARY ELECTION

NOTICE OF PRIMARY ELECTION
SAMPLE BALLOT

STATE OF MISSOURI
JACKSON COUNTY
TUESDAY,
AUGUST 6, 2024
PRIMARY ELECTION

Notice is hereby given to the registered qualified voters of Jackson County, Missouri, outside the corporate limits of Kansas City, Missouri, that the Missouri Primary Election will be held on Tuesday, August 6, 2024, as certified by the Honorable John Ashcroft, Secretary of State, State of Missouri, and Mary Jo Spino, Clerk of the Legislature, Jackson County, Missouri. The polls will

STATE SENATOR
DISTRICT 7
JOEY LASALLE

DISTRICT 9
DERRON BLACK

DISTRICT 11
AARON MCMULLEN
JOE NICOLA
DAVID MARTIN

STATE REPRESENTATIVE
DISTRICT 19
KAREN I SPALDING

DISTRICT 20
MIKE STEINMEYER

DISTRICT 21

COUNTY COMMITTEEMAN
BLUE SUB-DISTRICT 5
SCOTT QUALLS

COUNTY COMMITTEEWOMAN
BLUE SUB-DISTRICT 5
NO CANDIDATE FILED

COUNTY COMMITTEEMAN
BLUE SUB-DISTRICT 6
NO CANDIDATE FILED

COUNTY COMMITTEEWOMAN
BLUE SUB-DISTRICT 6
MARY JO FREEMAN

COUNTY COMMITTEEMAN
BLUE SUB-DISTRICT 7
MIKE MORRIS

COUNTY COMMITTEEWOMAN

DEMOCRATIC CANDIDATES FOR NOMINATION

U.S. SENATOR
KARLA MAY
DECEMBER L. HARMON
LUCAS KUNCE
MITA BISWAS

GOVERNOR
ERIC MORRISON
CRYSTAL QUADE
SHERYL GLADNEY
HOLLIS L LASTER
MIKE HAMRA

LIEUTENANT GOVERNOR
RICHARD BROWN
ANASTASIA SYES

LEE'S SUMMIT TRIBUNE PUBLISHING LLC
AFFIDAVIT OF PUBLICATION

STATE OF MISSOURI
County of Jackson

I, Linda Ahem being duly sworn, according to law, state that I am the Owner and Publisher of Lee's Summit Tribune Publishing, LLC, a weekly newspaper of general circulation in the County of Jackson, State of Missouri, which newspaper has been admitted to the Post Office as periodical class matter in the City of Lee's Summit, Missouri; which newspaper has been published regularly and consecutively for a period of three years and has a list of bona tide subscribers, voluntarily engaged as such who have paid or agreed to pay a stated price for a subscription for a definite period of time, that this newspaper has complied with the provisions of Section 493.050. R.S. Mo., 2002 as amended, and Section 59.310, R.S. Mo., 2002 as amended.

The affixed notice appeared in said newspaper in the following issue(s): JCEB - Sample Ballots

Date	Volume	No.
7-27-24	21	35
8-3-24	21	36

Signed: Linda Ahem

NOTARY PUBLIC

Subscribed and sworn before me the 10th day of April, 2024

Daneen A. Thurman

DANEEN A. THURMAN
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 12471428
My Commission Expires Apr 11, 2024

MARY ELECTION BALLOT

NOTICE OF P SAMP

DEMOCRATIC CANDIDATES

MARY ELECTION BALLOT

QUESTION 4

ll Articles 6, 7, and 13 of the

IN WITNESS WHEREOF, the Jackson County Board of

MARY ELECTION E BALLOT

COUNTY COMMITTEEMAN
BLUE SUB-DISTRICT 5
SCOTT QUALLS

DEMOCRATIC CANDIDATES FOR NOMINATION

IARY ELECTION BALLOT

COUNTY COMMITTEEMAN
BLUE SUB-DISTRICT 5
SCOTT QUALLS

COUNTY COMMITTEEWOMAN
BLUE SUB-DISTRICT 5
NO CANDIDATE FILED
COUNTY COMMITTEEMAN
BLUE SUB-DISTRICT 6
NO CANDIDATE FILED

COUNTY COMMITTEEWOMAN

DEMOCRATIC CANDIDATES FOR NOMINATION

U.S. SENATOR
KARLA MAY
DECEMBER L. HARMON
LUCAS KUNCE
MITA BISWAS

GOVERNOR
ERIC MORRISON
CRYSTAL QUADE

NOTICE OF PRI SAMPLI

DEMOCRATIC CANDIDATES FOR JACKSON COUNTY

PROSECUTING ATTORNEY

COUNTY COMMITTEEMAN
PRAIRIE TOWNSHIP
NATHAN COCKRELL
PATRICK D. ROWLAND
KEMP STRICKLER

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: July 29, 2024

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

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

ISSUE/REQUEST

Presentation by the Downtown Master Plan Implementation Task Force Chair/Executive Director of Downtown Alive!, Jon Burke, on recommendations for implementation, including the projects selected with the most significant impact in Downtown and highlighting key opportunities for immediate implementation. At the conclusion of the presentation, a motion is in order to direct staff on next steps.

BACKGROUND/JUSTIFICATION

The City engaged a planning consultant to update the City's Downtown Master Plan (the Plan). The Plan was adopted on March 18, 2024 by the Blue Springs City Council. Next Steps as outlined in the Plan provide implementation strategies, including a schedule, priorities and key organizations that need to be involved in the implementation of the Plan. At the April 29, 2024 City Council Work Session, the City Council directed staff to bring forward a Resolution establishing a Downtown Master Plan Implementation Task Force (Task Force) to facilitate the implementation of the Downtown Master Plan. The City Council appointed a Task Force on May 6, 2024. The Task Force addressed two questions:

1. What project(s) will have the biggest impact in improving downtown?
2. What are some easy wins that will provide immediate opportunity for success in the short term?

The Task Force met on June 11, June 18, July 9 and July 23, 2024 to discuss recommendations for implementation. The Task Force reviewed and prioritized the projects with the most significant impact and immediate opportunities that could be realized from the Downtown Master Plan. The recommendations from the Task Force are attached to this Council Information Form.

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
May 7, 2024	April 30, 2025

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. Recommendations of the Downtown Master Plan Implementation Task Force
2. Final Recommendations and Priorities Sheet
3. Downtown Master Plan Maps

REVIEWED BY:

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

Recommendations of the Downtown Blue Springs Implementation Task Force
July 2024

At the May 7, 2024, meeting of the Blue Springs City Council, the Downtown Blue Springs Implementation Task Force was established (see attached). Mayor Chris Lievsay subsequently provided a charge to the Task Force to guide the work to be done (see attached). The Task Force was asked to consider two questions and provide recommendations on the next steps in implementing the recently adopted Downtown Master Plan. The Task Force met on June 11, June 18, July 9 and July 23. This report provides the results of the work of the Task Force. The accompanying spreadsheet offers a visual representation of our work.

Question 1: What project(s) will have the biggest impact in improving downtown?

After review of the Downtown Master Plan, robust discussion and debate, we identified the following projects as the most impactful in our downtown. These are the projects, without regard to cost or timeline, which will have the most significant positive impact on the future or our downtown.

- Reuse of Church, Church Annex, Church Sanctuary (Railside)
- New Main Street Mixed Use (Yard)
- Gathering Concept (Central Park)
- New Main Street Streetscape (Core)
- District Parking and Signage (Mobility)
- 800 Block Redevelopment (East Main)
- New Multifamily Housing (Yard)
- New Townhomes or Multifamily (Railside)
- Gateway Improvements (East Main)
- Linkage to Central Park (Mobility)

Question 2: What are some easy wins that provide immediate opportunity for success in the short term (i.e. the proverbial “low hanging fruit”)?

After review of the Downtown Master Plan, robust discussion and debate, and consideration of the work done to address question 1, we identified the following projects as “quick wins” in our downtown. These are the projects that appear to be the easiest to address quickly and continue the momentum of the Master Plan project. We recommend implementation of these projects within 3 years, with a few projects implemented within a year.

- New Main Street Mixed Use (Yard)
- Gathering Concept (Central Park)
- New Main Street Streetscape (Core)
- District Parking and Signage (Mobility)
- Gateway Improvements (East Main)
- Main Street Reuse - Main & 11th (Core)

You will note that 5 of the 6 projects identified in question #2 fall into both categories: “most impactful” and “quick wins”. These are the projects upon which we recommend the city focus now to advance and improve our downtown.

Funding

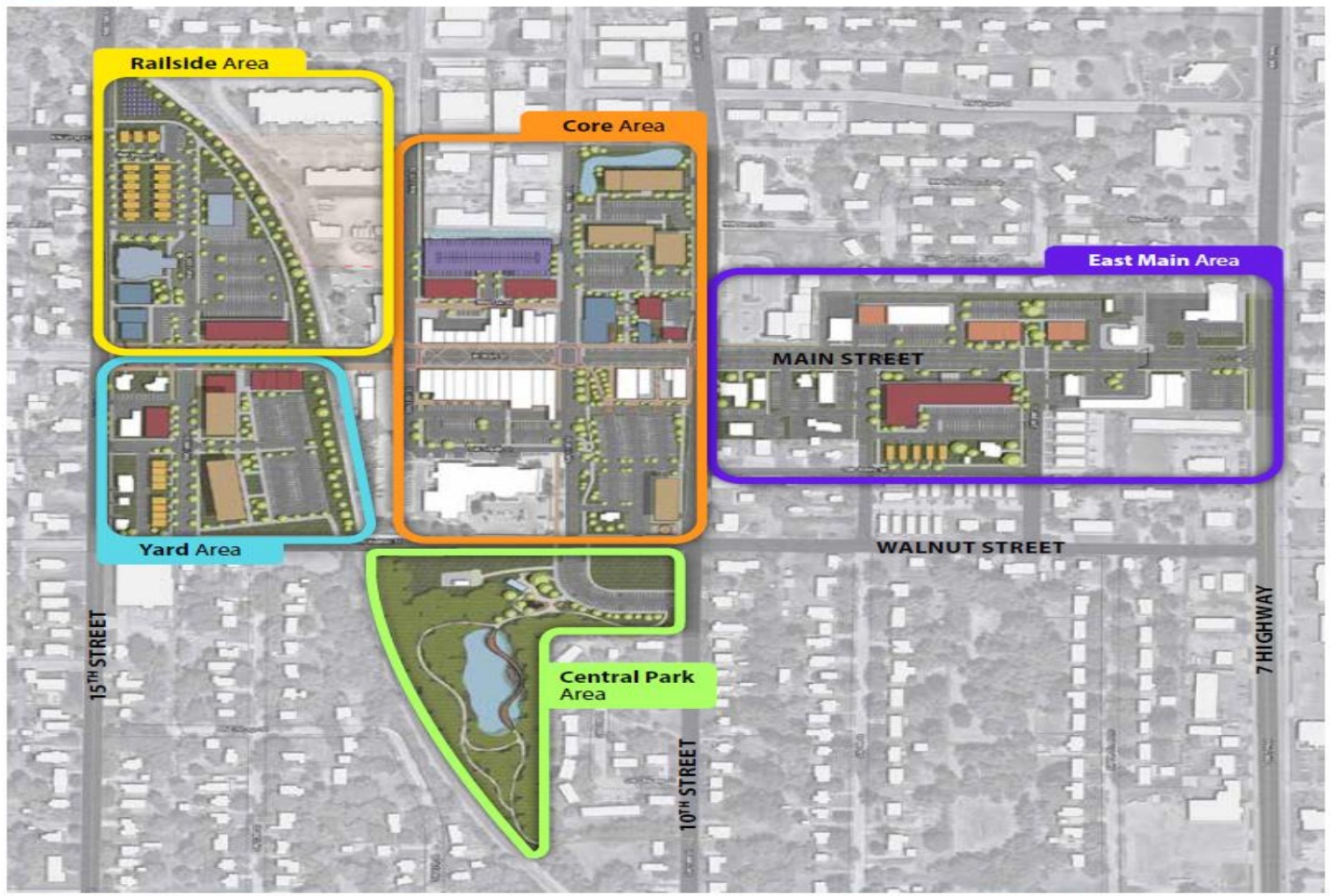
While the Task Force did not identify specific sources of funding for specific projects, we did discuss some potential funding sources that should be considered where appropriate. These include:

- Bond funding for streets
- CDBG
- CID
- Grants (including Tree City USA, Urban and Community Forestry Program, Historical Preservation)
- MARC
- City funds
- Public/Private partnerships
- Charitable support

Area	Description	Priority/ High Impact	Schedule				Funding Options	Notes
			<1 year	1-3 years	3-5 years	5-10 years		
Railside	Reuse of Church, Church Annex, Church Sanctuary	1			x		Private/Public/ Non-Profit	City to initiate reuse study for church, annex, sanctuary. Assume $125k for study.
Yard	New Main Street Mixed Use	2	x				Private/Public	City to release RFP
Central Park	Gathering Concept	3		x			City	Assume $75K for design, $4M for construction
Core	New Main Street Streetscape	4		x			Public	Potential bond issue. Assume $100k for schematic design. Assume $1.35M per block for construction
Mobility	District Parking and Signage	5	x				Public	Assume $35K for citywide design of signage and ~$1K per sign installation
East Main	800 Block Redevelopment	6		x			Private	Market-driven project. Project will likely need development incentives
Yard	New Multi Family Housing	7		x			Private/Public	City to release RFP
Railside	New Townhomes or Multifamily	7				x	Private	Market-driven project that is master planned. Flexible scenarios to allow multi-family. Project will likely need development incentives.
Mobility	Linkage to Central Park	7			x		Public	Assume $40 linear foot for wide walkway
East Main	Gateway Improvements	7	x				Public	Schematic design during streetscape redesign. Assume $300K
Core	Main Street Reuse (Main & 11th)			x			Private	Possible TIF
Key								
1-7 = High Impact Priorities								
x = timeline recommendations								
Task Force immediate focus recommendations								

DOWNTOWN BLUE SPRINGS MASTER PLAN

Map 1: Areas



DOWNTOWN BLUE SPRINGS MASTER PLAN

Area Concepts-5 main areas were investigated and assessed for challenges, possible solutions and next steps for implementation. Those included:

- **Railside Area**
- **Yard Area**
- **Core Area**
- **East Main Area**
- **Central Park Area**

DOWNTOWN BLUE SPRINGS MASTER PLAN

Railside Area

Map 2: Railside Area



DOWNTOWN BLUE SPRINGS MASTER PLAN

Yard Area

Map 3: Yard Area



New commercial on existing city maintenance site

Neighborhood street upgrade, including trees, sidewalks and thematic lighting

Townhomes

Mixed Use: 2 to 3 levels of mixed use over retail along Main Street

Smaller commercial building with 1 or 2 residential levels along Main Street

Multi-family housing (3-5 stories)

Parking adjacent to railroad tracks

Existing
Proposed Reuse
Proposed Mixed-Use
Proposed Multi-family
Proposed Townhomes

DOWNTOWN BLUE SPRINGS MASTER PLAN

Core Area

Map 4: Core Area



New parking deck with at-grade entrances from Oak and side streets

New Oak Street Development

Oak Street Improvements, converting into an intimate commercial environment

Facade improvements and walkway

Redesign rear parking lot to improve efficiency and circulation

New Multi-family Development

New Multi-family Development Plan on former post office site

Possible development project and parking.

Main Street Development

Re-purpose and activate adjacent open space.

Connecting pathway Upgrade gap between buildings

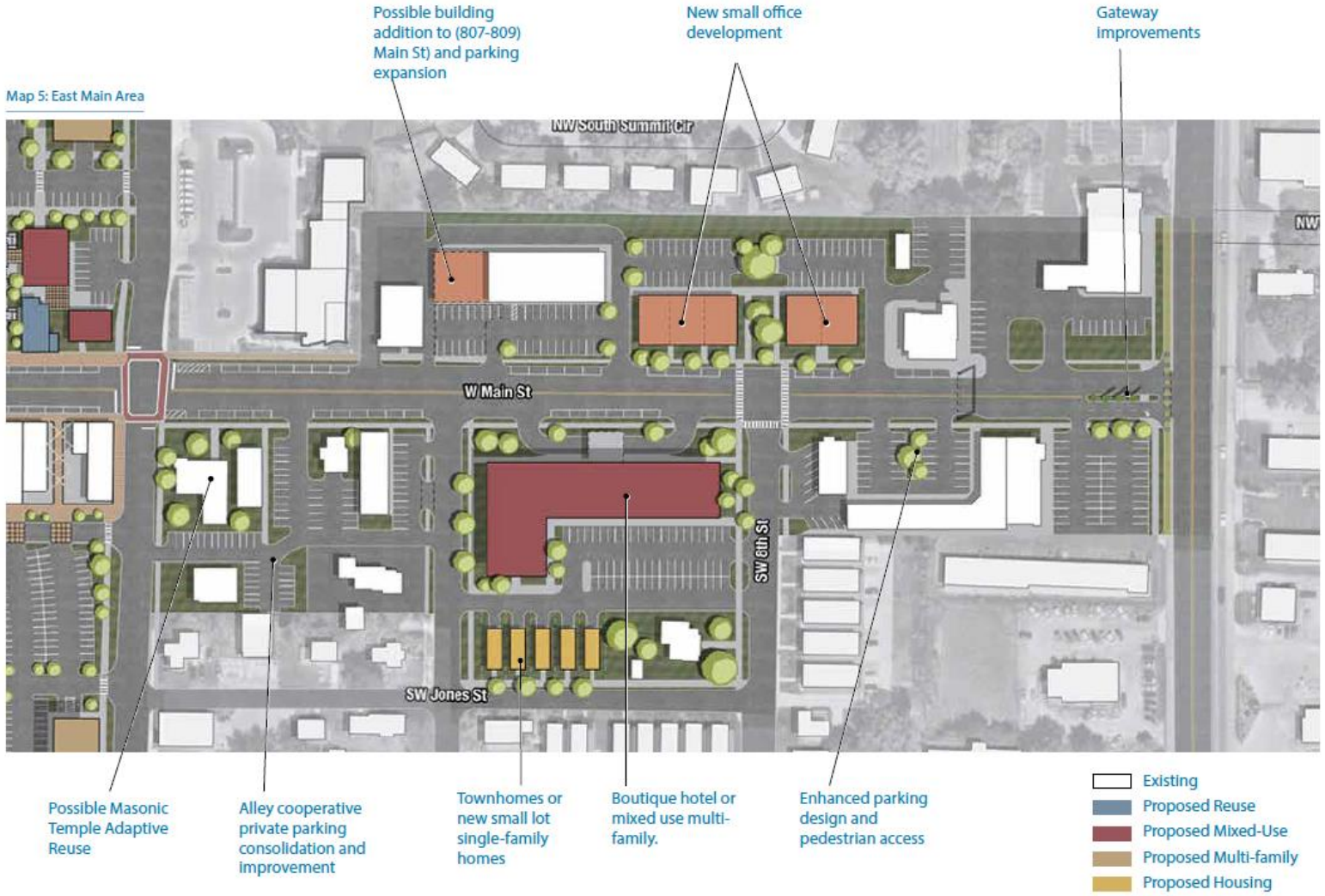
Connecting pathway Landscaped walkway

Redesign parking lot to orient users to Main and 11th Street.

- Existing
- Proposed Reuse
- Proposed Mixed-Use
- Proposed Multi-family

DOWNTOWN BLUE SPRINGS MASTER PLAN

East Main Area



DOWNTOWN BLUE SPRINGS MASTER PLAN

Central Park Area

Figure 9: Central Park Conceptual Scenario, Civic-oriented



Figure 10: Central Park Conceptual Scenario, Gathering-oriented



Figure 11: Central Park Conceptual Scenario, Gathering-oriented

