CITY COUNCIL MEETING
September 3, 2024 6:00 p.m.
Council Chambers
Howard L. Brown Public Safety Building
1100 SW Smith
Blue Springs, Missouri

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

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

Invocation 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 19, 2024 City Council Meeting and Minutes of the August 22, 2024 City Council Special Meeting
   b. Resolution No. 64-2024 approving disposition of records
   c. Resolution No. 65-2024 approving a contract with SFS Architecture for architectural services for the renovation and expansion of the Public Works Operations Building

4. Public Hearing – Flex Spaces – Rezoning (RZ-07-24-9217) and General Development Plan (GDP-07-24-9218)

5. Introduction and readings of Bill No. 5251 approving a Rezoning for Flex Spaces (RZ-07-24-9217)

6. Introduction and readings of Bill No. 5252 approving a General Development Plan for Flex Spaces (GDP-07-24-9218)

7. Public Hearing – Ashlar Homes – Annexation (ANNX-07-24-9240)

8. Introduction and first reading only of Bill No. 5253 approving an Annexation for Ashlar Homes (ANNX-07-24-9240)

9. Public Hearing – Fiscal Year 2024-2025 Budget

10. Introduction and first reading only of Bill No. 5254 approving the Fiscal Year 2024-2025 Budget

11. Introduction and readings of Bill No. 5255 accepting easements from property owners for Wyatt Road improvements

12. Introduction and readings of Bill No. 5256 accepting easements from Zarda Development Company

13. Introduction and readings of Bill No. 5257 approving a contract with Mid-America Regional Council for Vesper Hall meals

14. Introduction and readings of Bill No. 5258 approving a Request for Proposals for the former Lumberyard Property

15. Visitors

16. Councilmember Comments

17. Mayoral Announcements

18. **Executive Session** – Discussion related to Real Estate and Employee Groups pursuant to Section 610.021 (2) and (9)

Miscellaneous Items

Planning Commission Meeting – Monday, September 9, 6:30 PM
Parks Commission Meeting – Tuesday, September 10, 6:00 PM
Public Arts Commission Meeting – Wednesday, September 11, 4:00 PM
Land Bank Meeting – Monday, September 16, 3:00 PM
City Council Meeting – Thursday, September 18, 6:00 PM
Planning Commission Meeting – Monday, September 23 6:30 PM
Public Safety Citizens Advisory Board Meeting – Tuesday, September 24, 6:00 PM
Parks Commission Meeting – Tuesday, October 1, 6:00 PM
City Council Meeting – Tuesday, October 7, 6:00 PM

This Agenda was posted at City Hall and on the City's website on Thursday, August 29, 2024.

Erin Ford, City Clerk

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

FROM: Christine Cates
City Administrator

DATE: August 29, 2024

SUBJECT: Agenda Explanations

Item 3b – Disposition of Records

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

Item 3c – Contract with SFS Architecture for Architectural Services for the Public Works Operations Building

Adopt a Resolution approving a contract in the amount of $758,150.00 with SFS Architecture, Inc., for architectural services for the renovation and expansion of the Public Works Operations Building. This is approved as CIP BF-19 for the Public Works Facility remodel and expansion. Refer to Council Information Form from Assistant City Administrator Dennis Dovel for additional information.

Items 4, 5 & 6 – Flex Spaces Rezoning and General Development Plan

The applicant, Patrick Joyce of Kimley-Horn, on behalf of the property owner, Matthew Hendrickson, is requesting approval of a Rezoning from "GB" (General Business) and "LI" (Light Industrial) to "LI" (Light Industrial) and a General Development Plan with an Alternative Development Standard for the development of Flex Spaces, an Office, Retail, Storage – Residential Warehouse development, on 4.19 +/- acres of land located at 3405 NW Jefferson Street. Upon conclusion of the public hearing, Bills rezoning the property and approving a General Development Plan will be ready for introductions and readings. Refer to Council Information Form from City Development Senior Director Mike Mallon for additional information.

Items 7 & 8 – Ashlar Homes Annexation

A public hearing is being held at the request of the Applicant, Ashlar Homes, on behalf of the property owners, Judy D. Smith Revocable Living Trust 12-23-1996, Bellington Larry D Estate, and Bruce M Bellington Trust dated 9/30/2003, for consideration to approve an Annexation of property of approximately 71.62 +/- acres located north and south of 40 Highway and east of the

Adams Pointe Golf Club into the City limits (ANNX-07-24-9240). Upon conclusion of the public hearing, a Bill approving the Annexation will be ready for introduction and the first reading. Refer to Council Information Form from City Development Senior Director Mike Mallon for additional information.

Items 9 & 10 – Fiscal Year 2024-25 Budget

A public hearing is being held to receive public comment on the proposed Fiscal Year (FY) 2024-25 Budget. Upon conclusion of the public hearing, a Bill approving the FY 2024-25 Budget will be ready for introduction and first reading. Refer to Council Information Form from City Administrator Christine Cates for additional information.

Item 11 – Acceptance of Wyatt Road Easement

Passage of a Bill accepting Right-of-Way conveyances, permanent drainage easement, and temporary construction easements from the abutting property owners for the Wyatt Road West improvements, Project No. 19-01-02. Refer to Council Information Form from Public Works Director Tom Degenhardt for additional information.

Item 12 – Acceptance of Zarda Easements

Passage of a Bill accepting permanent drainage easement, temporary construction easement, and water line easement from Zarda Development Company, Inc. for the drainage improvements at NW 7 Highway and NW Vesper Street. Refer to Council Information Form from Public Works Director Tom Degenhardt for additional information.

Item 13 – Contract with Mid-America Regional Council for Vesper Hall Meals

Passage of a Bill approving a contract with Mid-America Regional Council (MARC) for reimbursement to continue meal preparation for congregate meals and homebound meals and meal delivery for homebound recipients as well as continuing to provide site transportation via OATS Inc to and from Vesper Hall. This contract will also include evidence-based programming and the administration of Vesper Hall. Refer to Council Information Form from Parks and Recreation Director Justin Stuart for additional information.

Item 14 – Request for Proposals for the former Lumberyard Property

Passage of a Bill declaring as surplus the city-owned land south of W Main Street and generally east of SW 14th Street, the former lumberyard property, and authorizing the issuance of a Request for Proposals (RFP) for the sale of said land. 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 19, 2024

A meeting of the City Council of the City of Blue Springs, Missouri, was held on Monday, August 19, 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 – late arrival
Susan Culpepper

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

PLEDGE

Mayor Lievsay led in the pledge of allegiance.

CALL MEETING TO ORDER AND CONFIRMATION OF QUORUM

Mayor Lievsay called the meeting to order at 6:00 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 Culpepper.

- Minutes of the August 5, 2024 City Council meeting and August 15, 2024 City Council Budget Work Session.
- **Resolution No. 59-2024** approving a purchase in the amount of $101,483.00 from Fonroche Lighting America for Solar Lights at Burrus Old Mill Park.
- **Resolution No. 60-2024** ratifying a settlement participation form with Kroger in national opioid litigation settlements.
- **Resolution No. 61-2024** 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.
- **Resolution No. 62-2024** 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.
- **Resolution 63-2024** approving a contract in the amount of $138,157 with Janssen Glass & Door LLC for Window Replacement at Adams Pointe Golf Club.

The Consent Agenda was approved with the following vote:

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

DRAFT

PUBLIC HEARING – SMALLS SLIDERS DRIVE-THRU RESTAURANT REZONING (RZ-06-24-9206) AND GENERAL DEVELOPMENT PLAN (GDP-06-24-9207)

Mayor Lievsay opened the Public Hearing to consider a Rezoning from General Business/Planned Unit Development Overlay to General Business for the 0.6+/- acre for Smalls Sliders Drive-Thru Restaurant and General Development Plan for property located at 704 NW Mock Avenue and 809 NW MO-7 Hwy at 6:01 p.m. (RZ-06-24-9206, GDP-06-24-9207). The minutes of the public hearing were recorded by a certified court reporter. City Clerk Erin Ford entered one exhibit into the record.

COUNCILMEMBER EDMONDSON ARRIVED

At 6:02 p.m. Councilmember Edmondson arrived at the meeting.

STAFF REPORT

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

APPLICANT

Applicant Mark Parretta was present and addressed questions from Council.

The Mayor hearing no further comments for or against, closed the public hearing at 6:12 p.m.

INTRODUCTION AND 1ST READING – BILL NO. 5241 – SMALLS SLIDERS DRIVE-THRU RESTAURANT REZONING (RZ-06-24-9206)

Councilmember Culpepper introduced Bill No. 5241 approving a Rezoning from General Business/Planned Unit Development Overlay to General Business for the 0.6+/- acre for Smalls Sliders Drive-Thru Restaurant located at 704 NW Mock Avenue and 809 NW MO-7 Hwy (RZ-06-24-9206). City Clerk Erin Ford made the first reading of Bill No. 5241 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5241 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Kaylor and carried unanimously.

2ND READING – BILL NO. 5241

Ms. Ford made the second reading of Bill No. 5241 by title. Councilmember Edmondson moved to adopt Bill No. 5241 upon its second reading and give it **ORDINANCE NO. 5348,** 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

INTRODUCTION AND 1ST READING – BILL NO. 5242 – SMALLS SLIDERS DRIVE-THRU RESTAURANT GENERAL DEVELOPMENT PLAN (GDP-06-24-9207)

Councilmember Culpepper introduced Bill No. 5242 approving a General Development Plan for Smalls Sliders Drive-Thru Restaurant located at 704 NW Mock Avenue and 809 NW MO-7 Hwy. City Clerk Erin Ford made the first reading of Bill No. 5242 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5242 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Kaylor and carried unanimously.

2ND READING – BILL NO. 5242

Ms. Ford made the second reading of Bill No. 5242 by title. Councilmember Edmondson moved to adopt Bill No. 5242 upon its second reading and give it **ORDINANCE NO. 5349,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Kaylor and carried with the following vote:

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

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

Mayor Lievsay opened the Public Hearing to consider a Rezoning from General Business to Planned Development – Commercial and Planned Development Concept Plan for Tommy's Express Car Wash to allow for the demolition of the current site and development of an express car wash for property located at 509 NW 7 Highway at 6:15 p.m. (RZ-03-24-9093, PDC-03-24-9095). The minutes of the public hearing were recorded by a certified court reporter. City Clerk Erin Ford entered one exhibit into the record.

STAFF REPORT

Senior Director of City Development Mike Mallon reviewed the details of the proposed Rezoning and Planned Development Concept Plan and addressed questions from the Council.

APPLICANT

Developer Rob Heise was present and addressed questions from Council.

The Mayor hearing no further comments for or against, closed the public hearing at 6:52 p.m.

INTRODUCTION AND 1ST READING – BILL NO. 5243 – TOMMY'S EXPRESS CAR WASH REZONING (RZ-03-24-9093) AND PLANNED DEVELOPMENT CONCEPT PLAN (PDC-03-24-9095)

Councilmember Culpepper introduced Bill No. 5243 approving a Rezoning from General Business to Planned Development – Commercial and Planned Development Concept Plan for Tommy's Express Car Wash to allow for the demolition of the current site and development of an express car wash for property located at 509 NW 7 Highway. City Clerk Erin Ford made the first reading of Bill No. 5243 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5243 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Kaylor and failed with the following vote of 3-4:

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

PUBLIC HEARING – GOOGLE FIBER MCI HUT 156 CONDITIONAL USE PERMIT (CUP-06-24-9202)

Mayor Lievsay opened the Public Hearing to consider a Conditional Use Permit with an Alternative Development Standard, for the Google Fiber MCI Hut 156, a Utility, Major land use, in a General Business zoning district located at 2201 NW South Outer Road at 6:54 p.m. (CUP-06-24-9202). The minutes of the public hearing were recorded by a certified court reporter. City Clerk Erin Ford entered one exhibit into the record.

STAFF REPORT

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

APPLICANT

BHC Engineer Robert Vaccaro was present on behalf of the applicant and addressed questions from Council.

The Mayor hearing no further comments for or against, closed the public hearing at 7:06 p.m.

INTRODUCTION AND 1ST READING – BILL NO. 5244 – GOOGLE FIBER MCI HUT 156 CONDITIONAL USE PERMIT (CUP-06-24-9202)

Councilmember Culpepper introduced Bill No. 5244 approving a Conditional Use Permit with an Alternative Development Standard, for the Google Fiber MCI Hut 156, a Utility, Major land use, in a General Business zoning district located at 2201 NW South Outer Road (CUP-06-24-9202). City Clerk Erin Ford made the first reading of Bill No. 5244 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5244 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Kaylor.

MOTION TO AMEND

Councilmember Ericson moved to amend Bill No. 5244 to include a condition of providing space for adequate vehicular movement to prevent backing out onto the outer road. Motion seconded by Councilmember Fowler and carried unanimously.

VOTE ON 1ST READING OF BILL NO. 5244, AS AMENDED

The first reading of Bill No. 5244, as amended, was approved unanimously.

2ND READING – BILL NO. 5244, AS AMENDED

Ms. Ford made the second reading of Bill No. 5244, as amended by title. Councilmember Edmondson moved to adopt Bill No. 5244, as amended upon its second reading and give it **ORDINANCE NO. 5350,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Ericson and carried with the following vote:

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

INTRODUCTION AND 1ST READING – BILL NO. 5245 – GOOGLE FIBER MCI HUT 156 FINAL PLAT (PF-06-24-9203)

Councilmember Culpepper introduced Bill No. 5245 approving a Final Plat for Google Fiber MCI Hut 156, a Utility, Major land use located at 2201 NW South Outer Road (PF-06-24-9203). City Clerk Erin Ford made the first reading of Bill No. 5245 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5245 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Kaylor and carried unanimously.

2ND READING – BILL NO. 5245

Ms. Ford made the second reading of Bill No. 5245 by title. Councilmember Edmondson moved to adopt Bill No. 5245 upon its second reading and give it **ORDINANCE NO. 5351,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Kaylor and carried with the following vote:

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

PUBLIC HEARING – UNIFIED DEVELOPMENT CODE AMENDMENT – RELATED TO FENCING (UDCT-07-24-9230)

Mayor Lievsay opened the Public Hearing to consider amendments to the Unified Development Code Section 407.040.D.3 – Buffers, Screens and Fencing - Other Fence Design Standards, related to the location standards for fences on residential property at 7:10 p.m. (UDCT-07-24-9230). The minutes of the public hearing were recorded by a certified court reporter. City Clerk Erin Ford entered one exhibit into the record.

STAFF REPORT

Senior Director of City Development Mike Mallon reviewed the details of the proposed Unified Development Code amendments and addressed questions from the Council.

The Mayor hearing no further comments for or against, closed the public hearing at 7:21 p.m.

INTRODUCTION AND 1ST READING – BILL NO. 5246 – UNIFIED DEVELOPMENT CODE AMENDMENT – RELATING TO FENCING (UDCT-07-24-9230)

Councilmember Culpepper introduced Bill No. 5246 approving amendments to the Unified Development Code Section 407.040.D.3 – Buffers, Screens and Fencing – Other Fence Design Standards, related to the location standards for fences on residential property (UDCT-07-24-9230). City Clerk Erin Ford made the first reading of Bill No. 5246 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5246 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Kaylor and carried unanimously.

2ND READING – BILL NO. 5246

Ms. Ford made the second reading of Bill No. 5246 by title. Councilmember Edmondson moved to adopt Bill No. 5246 upon its second reading and give it **ORDINANCE NO. 5352,** with a copy

attached hereto and made a part of the minutes. Motion seconded by Councilmember Culpepper and carried with the following vote:

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

INTRODUCTION AND 1ST READING – BILL NO. 5247 – FINAL PLAT FOR 802 SW WALNUT STREET (SCIRE ESTATES) (PF-06-24-9195)

Councilmember Culpepper introduced Bill No. 5247 approving a Final Plat for Scire Estates, a one-lot and one-tract subdivision located at 802 SW Walnut Street (PF-06-24-9195). City Clerk Erin Ford made the first reading of Bill No. 5247 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5247 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Kaylor and carried unanimously.

2ND READING – BILL NO. 5247

Ms. Ford made the second reading of Bill No. 5247 by title. Councilmember Edmondson moved to adopt Bill No. 5247 upon its second reading and give it **ORDINANCE NO. 5353,** 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

INTRODUCTION AND 1ST READING – BILL NO. 5248 – FINAL PLAT FOR DUTCH BROS COFFEE (PF-06-24-9178)

Councilmember Culpepper introduced Bill No. 5248 approving a Final Plat for Dutch Bros Coffee, consisting of one lot located at 701 NW MO-7 Hwy (PF-06-24-9178). City Clerk Erin Ford made the first reading of Bill No. 5248 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5248 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Kaylor and carried unanimously.

2ND READING – BILL NO. 5248

Ms. Ford made the second reading of Bill No. 5248 by title. Councilmember Edmondson moved to adopt Bill No. 5248 upon its second reading and give it **ORDINANCE NO. 5354,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Tholen and carried with the following vote:

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

INTRODUCTION AND 1ST READING – BILL NO. 5249 – COPPERLEAF VILLAGE

Councilmember Culpepper introduced Bill No. 5249 terminating the Copperleaf Village Shopping Center Tax Increment Financing Plan. City Clerk Erin Ford made the first reading of Bill No. 5249 by title;

TAX INCREMENT FINANCING PLAN TERMINATION

copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5249 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Ericson and carried unanimously.

2ND READING – BILL NO. 5249

Ms. Ford made the second reading of Bill No. 5249 by title. Councilmember Edmondson moved to adopt Bill No. 5249 upon its second reading and give it **ORDINANCE NO. 5355,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Tholen and carried with the following vote:

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

INTRODUCTION AND 1ST READING – BILL NO. 5250 – DECLARING AND ACCEPTING ELECTION RESULTS

Councilmember Culpepper introduced Bill No. 5250 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. City Clerk Erin Ford made the first reading of Bill No. 5250 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5250 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Kaylor and carried unanimously.

2ND READING – BILL NO. 5250

Ms. Ford made the second reading of Bill No. 5250 by title. Councilmember Edmondson moved to adopt Bill No. 5250 upon its second reading and give it **ORDINANCE NO. 5356,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Ericson and carried with the following vote:

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

PRESENTATION – DOWNTOWN MASTER PLAN IMPLEMENTATION TASK FORCE

Assistant Director of Community Development Cara Elbert introduced Downtown Master Plan Implementation Task Force Chair Jon Burke. Recommendations for implementation, including the projects selected with the most significant impact in Downtown and highlighting key opportunities for immediate implementation were presented.

MOTION TO DIRECT STAFF TO DECLARE SURPLUS PROPERTY AND PREPARE REQUEST FOR PROPOSAL FOR

Councilmember Ericson moved to direct staff to prepare an Ordinance declaring the Lumberyard property as surplus property and preparing a Request for Proposals for the new Main Street mixed-use and multi-family development of the Lumberyard for consideration at the September 3, 2024, Council meeting with a return date of 90 days from issuance. Motion seconded by

DEVELOPMENT OF THE LUMBERYARD

Councilmember Culpepper and carried unanimously.

MOTION TO DIRECT STAFF TO ISSUE REQUEST FOR PROPOSALS FOR A DESIGN CONSULTANT FOR NEW MAIN STREET STREETSCAPE

Councilmember Ericson moved to direct staff to issue a Request for Proposals for design services, select and engage a consultant to design an infrastructure plan for a new Main Street Streetscape, within 60 days focusing on:

- Streets, sidewalks, landscape, and pedestrian access to Central Park.
- East Main Street gateway improvements.
- Signage and directional signage to parking.
- East Gateway downtown merchant and informational signage.
- Evaluation of public and private parking options.

Motion seconded by Councilmember Culpepper and carried unanimously.

MOTION TO DIRECT STAFF TO DEVELOP PRICING AND PROJECT TIMELINE FOR RENOVATION OF CENTRAL PARK

Councilmember Ericson moved to direct Parks and Recreation staff to provide pricing and project timeline options by September 30, 2024 for the renovation of Central Park as a gathering space, based off the three concept plans included in the Downtown Master Plan. Motion seconded by Councilmember Culpepper and carried unanimously.

MAYORAL ANNOUNCEMENTS

- Thanks to voters for approval of recently approved Bond Issue.
- Blue Surf Bay hours will be reduced soon as summer comes to an end.
- The first day of school starts this week for Blue Springs, Grain Valley and Lee's Summit School Districts.
- The first Parks and Recreation Green Up the Blue Community Clean Up Day volunteer event is August 24, 2024.
- Due to the Labor Day holiday, the next City Council meeting will be held on September 3, 2024.
- Tip-A-Cop, for the Law Enforcement Torch Run benefitting Special Olympics Missouri will be held at Texas Roadhouse on August 20, 2024.

ADJOURNMENT

At 7:43 p.m., there was no further business to come before the Council, Councilmember Culpepper moved the meeting be adjourned. Motion seconded by Councilmember Fowler and carried unanimously.

CITY OF BLUE SPRINGS

ATTEST

_____
Chris Lievsay, Mayor

_____
Erin Ford, City Clerk

CITY OF BLUE SPRINGS, MISSOURI
MINUTES OF SPECIAL CITY COUNCIL MEETING
AUGUST 22, 2024

A Special Meeting of the City Council of the City of Blue Springs, Missouri, was held on Thursday, August 22, 2024, at 3:00 p.m. in the City Hall Training Room 210, 903 W Main St. with Mayor Chris Lievsay presiding.

COUNCILMEMBERS IN ATTENDANCE

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

CLOSED SESSION

At 3:00 p.m., Councilmember Edmondson moved for the Council go into closed session pursuant to Section 610.021 (3), Revised Statutes of Missouri, for the purpose of privileged communications between a governmental body or its representative and legal counsel relating to Personnel Matters and that any minutes, documents and other records discussed or taken during the closed session remain closed, and that the special meeting of this body stand adjourned at the completion of such session. Motion seconded by Councilmember Ericson and carried with the following votes:

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

CITY OF BLUE SPRINGS

ATTEST:

_____
Chris Lievsay, Mayor

_____
Sheryl Morgan, Assistant to the City Administrator

DRAFT

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: August 14, 2024

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

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

ISSUE/REQUEST

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

BACKGROUND/JUSTIFICATION

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

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
Immediately	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with disposition list attached as Exhibit A

REVIEWED BY:

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

Resolution No. 64-2024

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

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

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

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

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

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

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

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

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

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

Exhibit A

The City of Blue Springs Missouri

DISPOSITION LIST

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

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

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

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: August 14, 2024 **CONTRACT NO.**

SUBMITTED BY: Dennis Dovel **DEPARTMENT: Administration**

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

ISSUE/REQUEST

Adopt a Resolution approving a contract in the amount of $758,150.00 with SFS Architecture, Inc., for architectural services for the renovation and expansion of the Public Works Operations Building. This is approved as CIP BF-19 for the Public Works Facility remodel and expansion.

BACKGROUND/JUSTIFICATION

The Public Works Operations Facility houses Street Maintenance, Water and Sewer Maintenance and Fleet Maintenance with approximately 43 full-time staff members working at this location. In 2010, an salt storage facility was added to bolster the amount of de-icing chemicals to 4,000 tons. In 2011, an expansion added Fleet Maintenance to this location adding six maintenance bays, new fuel tanks, pumps and fuel system. An access road was also constructed to 40 Highway and a secure parking lot expansion was completed. Over the years to accommodate the growth, storage areas have been turned into office space for staff and the rock bins were enclosed to provide secure storage of parts and equipment. Additionally, offices have been built on the mezzanine level over the fleets part room.

Due to the increase in employees and equipment, additional space is needed to provide adequate staff facilities, equipment storage, maintenance of equipment and office spaces. The intent is to design the facility to allow for up to 48 full-time employees. It is desired with the renovation and expansion to provide additional square footage to increase the maintenance garage from 19 bays and add 27 new bays for a total of 46 bays for equipment. Along with the additional spaces, an automated truck wash to clean vehicles after snow removal services to remove salt from the undercarriage of each vehicle is desired. A larger meeting room is required for all staff meetings and the room is to act as a storm shelter in case of a tornado. Increasing the size of the locker rooms to accommodate uniform storage, additional climate-controlled storage areas, enhanced camera and security, additional secured parking as well as expansion of the front parking lot for employee cars and visitors is included. Entrance and exit to Sunnyside School Rd. that lines up with Bent Tree Drive and an overall renovation to the existing building areas are to be designed.

Additionally, the Public Safety Department has a need to locate some function to this location. The Public Safety needs are for a warehouse facility of approximately 6,500 square feet to store vehicles, bike patrol, and indoor parking for the command vehicle and the radar trailers. The function would be mostly vehicle and equipment storage; however, the thought is to design a flex space area where vehicles could be removed and the space used for defensive tactics or similar training of officers.

Funding was identified in the Water and Sewer Funds to pay for the renovation and expansion of the facility for the Public Works functions and funding in the Public Safety Sales Tax for their work were approved as part of the City's Capital Improvement Plan.

Staff developed an Request for Qualifications and solicited firms to submit qualifications. The City received nine responses and evaluated each. They were as follows:

Archimages	Collins Webb Architects
Transystems	Buxton Kubik Dodd Design Collective
Wellner Architects	International Architects Atelier
Finkle & Williams	SFS Architecture, Inc.
Falk Architects	

SFS Architecture, Inc. and Archimages were interviewed by a panel with the selection committee unanimously selecting SFS Architecture, Inc. as the firm to recommend for the design work.

The design development and construction documents will take approximately 6 - 8 months to complete. Once design development is completed, Construction documents will be completed with construction administration being part of the architect's scope. From conceptual design development to completion of construction the entire process should take approximately two years and eight months.

The construction delivery method with be a Construction Manager at Risk (CMaR) which was used on the City Hall Renovation project and the Blue Surf Bay Waterpark project. The selection of the CMaR will be through an RFQ process approximately a month after conceptual design development is under way, which should be sometime in October / November 2024 for the selection of the firm. The CMaR will provide budget estimating through the design development through the final construction documents and will use the document to develop the Guaranteed Maximum Price for the construction.

Staff recommends approval of the contract with SFS Architecture in the amount of $758,150 for architectural design services. The fee includes all design services, supplemental services and reimbursables. Once the design is completed, additional supplemental services will be required such as civil design, information technology design and landscape design. These services will be brought back as an amendment to the contract at the appropriate time.

FINANCIAL IMPACT

Contractor:	SFS Architecture, Inc.
Amount of Request/ Contract:	$ 758,150
Amount Budgeted:	$ 2,233,000
Budget Year:	FY 2023-24
Funding Source/Account #:	Reserve PO#23-0817 430-75000-543200 BF-19 - $160,000 460-75000-543200 BF-19 - $240,000 430-75000-543200 BF-19 – $143,260 460-75000-543200 BF-19 - $214,890
Account Balance:	Reserve PO#23-0817

	430-75000-543200 BF-19 - $160,000 460-75000-543200 BF-19 - $240,000 430-75000-543200 BF-19 – $733,200 460-75000-543200 BF-19 - $1,099,800 Date: 8/22/2024

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
September 6, 2024	April 30, 2027
Years and Months Contract in effect	**Number of times renewable**
2 years 8 months	0

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with Contract attached as Exhibit A.

REVIEWED BY:

Requesting Director: ***Dennis Dovel***	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:
IRS Form W-9:	☐	Finance has this already from past projects
Bid/RFP/RFQ: (submit all)	☒	Included in the background detail
Bid/RFP/RFQ Tabulation:	☐	
Bid Waiver: (less than three bids)	☐	
Contractor address and email:	☒	SFS Architecture, Inc. 2100 Central Street Suite #31 Kansas City, MO 64108 Kelly Edinger Stindt kstindt@sfsarch.com 816-541-2270
Project Exemption Certificate needed:	☒	
Other:	☐	

Resolution No. 65-2024

A RESOLUTION APPROVING A CONTRACT WITH SFS ARCHITECTURE, INC. FOR ARCHITECTURAL SERVICES RELATED TO THE EXPANSION AND RENOVATION OF THE PUBLIC WORKS OPERATIONS FACILITY

WHEREAS, the City of Blue Springs Public Works Operations Facility was constructed in 1988 and requires renovations along with additional space to meet the needs of the Department's growth in staff and equipment to provide services to the community; and

WHEREAS, the City developed a Request for Qualifications for Architectural Services for design work of the renovation and expansion of the facility; and

WHEREAS, nine firms submitted qualifications and a panel interviewed two firms; and

WHEREAS, the panel selected SFS Architecture, Inc as the firm to provide design services; and

WHEREAS, the City recommends awarding a contract with SFS Architecture, Inc. to complete all design work related to the construction, supplemental services and reimbursables for the Public Works Operations Facility for an amount of $758,150.00

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 between with SFS Architecture, Inc., 2100 Central Street, Suite #31, Kansas City, MO 64108 for design work for the expansion and renovations of the Public Works Operations Facility in the amount of $758,150.00. 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 3rd day of August 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

Rev. 01/01/2024

EXHIBIT A

EFFECTIVE DATE:	TERMINATION DATE: April 30, 2027	CONTRACT NUMBER:
CITY	**CONSULTANT**	
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**	**SFS Architecture, Inc.** **2100 Central, Suite #31** **Kansas City, MO 64108**	
Department: Public Works	Attention: Kerry Newman	
Phone: 816-228-0265	Phone: 816-474-1397	

AGREEMENT FOR PROFESSIONAL SERVICES

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 Consultant to perform certain professional and technical professional services and which may include materials and equipment associated with the services, as hereafter described in ***Exhibit 1***; and

WHEREAS, the Consultant shall provide said services under the terms, rates, and conditions specified in ***Exhibit* 1** as needed and upon request by the City; and

WHEREAS, the Consultant 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 Consultant as follows:

1. **Services**. The City agrees to engage the services of the Consultant and the Consultant agrees to perform the services at the rates hereinafter set forth as described in ***Exhibit 1,*** and as needed upon request by the City.

2. **Standard of Care**.

   a. Consultant shall exercise the same degree of care, skill, and diligence in performance of all Services to the City that is ordinarily possessed and exercised by reasonable, prudent, and experienced professionals under similar circumstances.
   b. Consultant represents it has all necessary licenses, permits, knowledge, and certifications required to perform the Services described herein.

3. **Addition to Services**. The City may add to the Consultant services or delete therefrom activities of a similar nature to those set forth in ***Exhibit 1***, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 9 hereof. The Consultant 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 office of the City Administrator or 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 Consultant.

4. **Exchange of Data and Ownership of Work Product**.

a. All information, data, and reports in the City's possession and necessary for the carrying out of the work, shall be furnished to the Consultant without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.
b. Consultant agrees that any documents, materials and work products produced in whole or in part through it under this contract, and any intellectual property rights of consultant therein (collectively the "Works") are intended to be owned by the City. Accordingly, Consultant hereby assigns to the City all of its right, title, and interest in and to such Works.
c. Consultant shall endorse as necessary all plans, specifications, estimates, drawings, and data furnished by it.

5. **Personnel**. The Consultant represents that Consultant will secure, at Consultant's own expense, all personnel required to perform the services called for under this contract by Consultant. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Consultant. All of the services required hereunder will be performed by the Consultant or under Consultant'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.

6. **Term**. The services of the Consultant 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 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***.

7. **Costs not to Exceed**. The City of Blue Springs is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract which cannot be exceeded unless this contract is amended. The Consultant providing services hereunder shall be required to keep track of hours billable under this contract at all times; and any work in excess of the fixed sum shall not be eligible for payment. The Consultant shall notify the City if Consultant anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Consultant shall establish a billing system showing the amount of money remaining on the contract which shall be shown in each monthly billing.

8. **Media Announcements**. Consultant shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City.

9. **Payment**.

a. **Conditioned upon acceptable performance**. Provided Consultant performs the services in the manner set forth in Paragraph 1 hereof, the City agrees to pay the Consultant 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 Consultant 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 Consultant **annually** under the terms of this contract exceed the sum of $758,150.00 unless agreed to by the City and Consultant in writing.

10. **Termination of Contract.**

a. **Termination for breach.** Failure of the Consultant to fulfill Consultant'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 Consultant by U.S. Postal Service Mail or by hand delivering a copy of the same to the Consultant; 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 Consultant 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 Consultant under this contract shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such project; provided, that the Consultant 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 Consultant.

b. **Termination for Convenience.** The City shall have the right at any time by written notice to Consultant to terminate and cancel this contract, without cause, for the convenience of the City, and Consultant shall immediately stop work. In such event City shall not be liable to Consultant 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 Consultant 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 Consultant.

c. **Enforcement**. In the event of litigation by the City against the Consultant to enforcement the terms of this contract or to remedy a breach of the terms of this contract (either in law or in equity), the City shall be entitled to recover from the Consultant its reasonable attorney fees, costs, and expenses arising from such litigation if the City is a prevailing party.

11. **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. Consultant 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 Consultant further covenants that in the performance of this contract no person having such interest shall be employed.

12. **Assignment**. The Consultant 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 Consultant 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.

13. **Confidentiality of Documents**. Any reports, data, design or similar information given to or prepared or assembled by the Consultant under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

14. **Discrimination**. The Consultant 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 Consultant or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

15. **Occupational License**. The Consultant 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 Consultant. No contract will be executed by the City until this occupational license has been obtained.

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

17. **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.

18. **Nonresident/Foreign Consultants**. The Consultant shall procure and maintain during the life of this contract:

a. If the Consultant 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.

19. **Contracts in Excess of $5,000.00.** If this contract awarded to a business entity is in excess of five thousand dollars ($5,000), the business entity, and any subConsultants of the business entity, shall, by sworn affidavit and provision of documentation, affirm its or their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity, and any subConsultants 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 subConsultant shall provide similar affidavit and documentation to the Consultant at the time the subConsultant 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, Consultants, and subConsultants.

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

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 Kerry Newman, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Kerry Newman and I am currently the Principal of SFS Architecture, Inc. (hereinafter "Company"), whose business address is 2100 Central Street, Suite 31, Kansas City, MO 64108, and I am authorized to make this Affidavit.

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

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

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

SFS Architecture, Inc.
Affiant / Contractor

Kerry Newman, AIA
Printed Name

Subscribed and sworn to before me this 22nd day of August, 2024.

SEAL

CYNTHIA A TUCKER
Comm. Exp. 08-08-2025
NOTARY PUBLIC NOTARY SEAL #17773906
Jackson County
STATE OF MISSOURI

Cynthia A. Tucker
Notary Public

20. **General Independent Consultant Clause**. This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Consultant will be an independent Consultant 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, 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 Consultant will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Consultant's activities and responsibilities hereunder. The Consultant 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 Consultant and the City, and the City will not be liable for any obligation incurred by the Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

21. **City Benefits**. The Consultant 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.

22. **Insurance**. Consultant 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 of this Contract, 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 Consultant, 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 Consultant within two (2) business days of Consultant's receipt of said notice. Consultant 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, Consultant shall assure that the subConsultant has the insurance set forth below and that the City and Consultant are listed as an additional insured on all of subConsultant's policies):

a. Comprehensive General Liability: Minimum limit $3,000,000 combined single limit for bodily injury and property damage per occurrence with City named as an additional insured on the policy.

b. Comprehensive Automobile Liability: $2,000,000 combined single limit.

c. Workers' Compensation: Statutory requirements.

d. Professional Liability Insurance: Consultant agrees to maintain professional liability insurance in the amount of $2,000,000 per claim and in the aggregate during the term of this Contract.

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.

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

a. In no event shall the City be liable to the Consultant for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Consultant shall indemnify, and hold the City and its elected or appointed officials, officers, and employees 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 Consultant or the Consultant's agents, employees, sub-Consultants or by others for whom Consultant is liable arising out of performance of, or failure to perform, this contract.

c. The Consultant 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. Consultant's obligation to indemnify and hold harmless shall remain in effect and shall be binding on Consultant whether such injury shall accrue, or may be discovered, before or after termination of this contract.

e. This contract is not intended, nor shall it be construed to, act as a waiver or limitation of City's, or any of its officers, agents, or employees, rights and/or defenses with regard to sovereign or any other immunity or defense under Federal Law, Missouri Law or Municipal Regulation or Law.

24. **Anti-Discrimination Against Israel Act.** Pursuant to Section 34.600, RSMo, Consultant agrees to comply with Missouri law regarding the Anti- Discrimination Against Israel Act, and execution of this contract constitutes Consultant'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 contract, 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 Consultants with fewer than ten employees.

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

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

27. **Covenant Against Contingent Fees**. The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this contract, and that Consultant has not paid or agreed to

pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

28. **Notices**. All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to City or Consultant at the addresses shown above or by hand delivering a copy of the same to the City or Consultant, 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.

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

30. **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.

31. **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.

CONSULTANT: SFS ARCHITECTURE, INC.

By: _____

Name: KERRY NEWMAN, AIA

Title: PRINCIPAL

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 Consultant	SFS Architecture, Inc.	
Scope of Work (Job Description and Rates)	SFS Architecture will be responsible for designing and providing all construction documents related to the development of the renovation and expansion of the Public Works Operations Facility. The Architect Firm will provide all civil, structural, design elements, oversee construction and provide professional architecture work associated with the renovation and expansion. The renovation and expansion is to look at including 27 new bays, automated truck wash, larger meeting room and storm shelter, locker room expansion and renovation, office, storage areas, security upgrades improved parking, public safety functions and new entrance and exit along with associated site improvements. Attachments: AIA Document B133 -2019 attached hereto and incorporated herein as Attachment A	
Start Date	September 6, 2024	
Final Completion Deadline	April 30, 2027	
Reimbursable Expenses	☐ None ☒ Travel, Lodging, Meals, Phone Calls, Copying, Postage	
Maximum Payment	$ 738,150.00	Maximum annual amount to be paid to consultant
	$20,000.00	Maximum amount of expenses to be reimbursed
	$758,150.00	Total maximum amount to be paid to consultant

Method of Payment	☐ Lump Sum Of Entire Amount Upon Satisfactory Completion of Project ☒ Monthly Payments Based On Percentage of Completion as Billed. ☐ Incremental Payments As Follows:

ATTACHMENT A

AIA® Document B133® – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the day of August in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

City of Blue Springs, Missouri
903 W. Main Street
Blue Springs, MO 64015
Telephone Number: 816-228-0265

and the Architect:
(Name, legal status, address, and other information)

SFS Architecture, Inc
2100 Central Street, Suite 31
Kansas City, MO 64108

Telephone Number: 816-474-1397

for the following Project:
(Name, location, and detailed description)

Blue Springs Public Works Facility
500 SE Sunnyside School Road
Blue Springs, MO
Condition assessment, space needs programming, concept design alternatives, final design and construction phase services for renovating and/or expanding the existing Public Works facility.

The Construction Manager (if known):
(Name, legal status, address, and other information)

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Unknown at time of execution. Architect will collaborate with Owner to prepare Owner's program for the project.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The project will be located at the existing Blue Springs Public Works site at 500 SE Sunnyside School Road.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Owner's total project budget is $8,299,000. Owner's budget for the Cost of the Work is estimated to be $6,500,000.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

A detailed project schedule will be developed in collaboration with the Owner. Design phase services are anticipated to be complete within 11 months from notice to proceed.

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.2 Construction commencement date:

Unknown at the time of execution. Date to be confirmed with Owner and Construction Manager.

.3 Substantial Completion date or dates:

Unknown at the time of execution. Date to be confirmed with Owner and Construction Manager.

.4 Other milestone dates:

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

[X] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

[ ] AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

Unknown at time of execution.

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

None

(Paragraph Deleted)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.

Dennis Dovel, Assistant City Administrator
903 W. Main Street
Blue Springs, MO 64015
Telephone Number: 816-228-0265

Email Address: ddovel@bluespringsgov.com

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

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§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

Anticipated CMaR contract approval after completion of concept development phase and prior to completion of Design Development.

.2 Land Surveyor:

TBD

.3 Geotechnical Engineer:

TBD

(Paragraph Deleted)

.4 Other consultants and contractors:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Kelly Stindt, AIA LEEP AP BD+C, WELL AP
2100 Central Street, Suite 31
Kansas City, MO 64108
Telephone Number: 816-474-1397

Email Address: kstindt@sfsarch.com

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

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.1 Structural Engineer:

STAND Structural Engineering Inc
8234 Robinson Street
Overland Park, KS 66204
Telephone Number: 913-214-2169

.2 Mechanical Engineer:

Garver
2100 Central Street, Suite 01C
Kansas City, Missouri 64108
Telephone Number: 816-849-2010

.3 Electrical Engineer:

Garver
2100 Central Street, Suite 01C
Kansas City, Missouri 64108
Telephone Number: 816-849-2010

§ 1.1.12.2 Consultants retained under Supplemental Services:

Refer to Exhibit A

§ 1.1.13 Other Initial Information on which the Agreement is based:

Divisions to be accommodated in the project include Street Maintenance, Water and Sewer Maintenance, Fleet Maintenance and Public Safety vehicle functions.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

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§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 Insurance. The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents ($ 1000000.00) for each occurrence and Two Million Dollars and Zero Cents ($ 2000000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents ($ 1000000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars and Zero Cents ($ 500000.00) each accident, Five Hundred Thousand Dollars and Zero Cents ($ 500000.00) each employee, and Five Hundred Thousand Dollars and Zero Cents ($ 500000.00) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars and Zero Cents ($ 2000000.00) per claim and Two Million Dollars and Zero Cents ($ 2000000.00) in the aggregate.

§ 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

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§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

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§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents

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shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means,

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methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

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§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Assistance with Selection of Construction Manager	Architect (Basic Services)
§ 4.1.1.2 Programming	Architect
§ 4.1.1.3 Multiple Preliminary Designs	Architect
§ 4.1.1.4 Measured drawings	Not provided
§ 4.1.1.5 Existing facilities surveys	Architect
§ 4.1.1.6 Site evaluation and planning	Not provided
§ 4.1.1.7 Building Information Model management responsibilities	Not provided
§ 4.1.1.8 Development of Building Information Models for post construction use	Not provided
§ 4.1.1.9 Civil engineering	Architect
§ 4.1.1.10 Landscape design	Architect
§ 4.1.1.11 Architectural interior design	Architect (Basic Services)
§ 4.1.1.12 Value analysis	Not provided
§ 4.1.1.13 Cost estimating	Architect, Owner (CMAR)
§ 4.1.1.14 On-site project representation	Not provided
§ 4.1.1.15 Conformed documents for construction	Architect (Basic Services)
§ 4.1.1.16 As-designed record drawings	Not provided
§ 4.1.1.17 As-constructed record drawings	Architect
§ 4.1.1.18 Post-occupancy evaluation	Not provided
§ 4.1.1.19 Facility support services	Not provided

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§ 4.1.1.20	Tenant-related services	Not provided
§ 4.1.1.21	Architect's coordination of the Owner's consultants	Not provided
§ 4.1.1.22	Telecommunications/data design	Architect
§ 4.1.1.23	Security evaluation and planning	Not provided
§ 4.1.1.24	Commissioning	Owner
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.26	Historic preservation	Not provided
§ 4.1.1.27	Furniture, furnishings, and equipment design	Architect
§ 4.1.1.28	Other services provided by specialty Consultants	Not provided
§ 4.1.1.29	Other Supplemental Services	Architect - Refer to Exhibit A

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Refer to Exhibit A

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

4.1.1.13 - Cost Estimating: Owner's Construction Manager will provide cost estimating as part of their preconstruction services scope of work.
4.1.1.24 - Commissioning: Building systems and any other commissioning services to be provided by the Owner, Architect, Construction Manager, and Design team may assist in the selection and scoping process.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;

.2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except

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where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;

.3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;

.7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;

.8 Preparation for, and attendance at, a public presentation, meeting or hearing;

.9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

.11 Assistance to the Initial Decision Maker, if other than the Architect;

.12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;

.13 Services necessitated by the Owner's delay in engaging the Construction Manager;

.14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and

.15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

.1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or

.5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager

.2 Eighteen (18) visits to the site by the Architect during construction

.3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

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.4 One (1) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-eight (28) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

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§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's

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inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

(Paragraph Deleted)

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 terminate in accordance with Section 9.5;
.3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and
Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 The Owner and Architect agree that disputes relative to the Project should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the Owner and Architect further agree to non-binding mediation as the next alternative for dispute resolution. If non-binding mediation fails to resolve the dispute, the party initiating the claim that is the basis of the dispute shall be free to take such steps as it deems necessary to protect its interest; provided, however, that notwithstanding any such dispute, the Architect shall proceed with its services under this Agreement as though no dispute exists.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

(Paragraph Deleted)

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs Deleted)

§
(Paragraphs Deleted)

The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

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§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1

Licensing Fee if Owner intends to continue using the Architect's Instruments of Service.

Ten percent (10%) of the compensation paid to the Architect for services performed prior to termination.

(Paragraph Deleted)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of

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the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

Stipulated Sum fee for Architect's Basic Services are initially calculated at 9.5% of the Owner's budgeted cost of the work. Should the Owner's budget increase or the scope of work change, Architect is entitled to adjust fees at a mutually agreed upon amount based on the cost or scope adjustment. Stipulated sum fee based on Owner's budgeted cost of the work: Six Hundred Seventeen Thousand Dollars and Zero Cents ($617,500.00)

.2 Percentage Basis
(Insert percentage value)

( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

4.1.1.2 Programming
Stipulated Sum fee of Twenty-One Thousand Four Hundred Dollars and Zero Cents ($21,400.00)

4.1.1.3 Multiple Preliminary Designs
Stipulated Sum fee of Sixty-Eight Thousand Six Hundred Dollars and Zero Cents ($68,600.00)

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4.1.1.5 Existing Facilities Surveys
Stipulated Sum fee of Thirty Thousand Six Hundred Fifty Dollars and Zero Cents ($30,650.00)

4.1.1.9 Civil Engineering
Stipulated Sum fee to be established upon conclusion of the Conceptual Design Phase.

4.1.1.10 Landscape Architecture
Stipulated Sum fee to be established upon conclusion of the Conceptual Design Phase.

4.1.1.13 Cost Estimating
Stipulated Sum fee for Multiple Preliminary Designs is included in 4.1.1.3. Stipulated Sum fee for Schematic Design through Construction Documents to be established upon conclusion of the Conceptual Design Phase.

4.1.1.17 Record Documents
Stipulated Sum fee to be established upon conclusion of the Conceptual Design Phase.

4.1.1.22 Telecom/Data Design
Stipulated Sum fee to be established upon conclusion of the Conceptual Design Phase.

4.1.1.27 FFE Design
Initial review of existing maintenance equipment is included in 4.1.1.5. Fee for selection and procurement of FFE to be established at conclusion of the Conceptual Design Phase or later.

4.1.1.29 Other Supplemental Services
The scope and fee for Other Supplemental Services if needed, such as Audio-Visual Design and Commissioning, Acoustic Design, Security and Surveillance Design, Fuel System Testing, Abatement or Design to be established at the conclusion of the Conceptual Design Phase or later.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

At a mutually agreeable amount.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus Five percent (5.00 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Construction Phase	Twenty-five	percent (	25	%)
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

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§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Exhibit B - Architect Billing Rates Schedule

(Table Deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;

(Paragraph Deleted)

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(Paragraph Deleted)

Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Five percent (5.00 %) of the expenses incurred with a maximum not-to-exceed amount of Twenty Thousand Dollars and Zero Cents ($20,000.00).

(Paragraphs Deleted)

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§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of Zero ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph Deleted)

§ 11.10.2 Progress Payments
§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1.5 % Monthly

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

12.1 Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the Owner or Architect.

ARTICLE 13 SCOPE OF THE AGREEMENT
§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition

(Paragraph Deleted)

.2 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.
(Insert the date of the E234-2019 incorporated into this agreement.)

[X] Other Exhibits incorporated into this Agreement:

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(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A - Architect's Scope and Fee Proposal
Exhibit B - Architect's Hourly Rates Schedule

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
Christine Cates, City Administrator	Kerry K. Newman , AIA, Principal
(Printed name and title)	*(Printed name, title, and license number, if required)*

APROVED AS TO FORM:

By: _____
John Mullane, Interim City Attorney

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July 18, 2024
Revised July 19, 2024

Dennis Dovel
Assistant City Administrator
City of Blue Springs
903 W. Main
Blue Springs, MO 64015

Re: **Blue Springs Public Works Renovation/Expansion**

Dear Dennis,

We appreciate the opportunity to continue our relationship with the City of Blue Spring to work on this important project. On behalf of the SFS Architecture team please find below the proposed scope of work and fees. If you have questions or comments regarding this information, please do not hesitate to call.

PROJECT UNDERSTANDING

The City of Blue Springs has experienced significant growth in recent years and is expected to continue this growth trend over the next 10 years. With this growth, additional space is required to house the Public Works Operation division comprised of Street Maintenance, Water and Sewer Maintenance and Fleet Maintenance departments. Additionally, the Public Safety Department will co-locate some storage functions with Public Works.

The current Public Works facility, located at 500 SE Sunnyside School Rd, Blue Springs, MO, opened in 1988. The facility has undergone some minor modifications over the years to accommodate staff growth and additional storage/shop needs. In 2010, an additional salt storage facility was added and in 2011, a building addition was constructed, adding 6 bays for Fleet Maintenance. New fuel tanks, pumps and fuel system software were also added in 2011.

The intent of this project is to evaluate the department's needs to determine the extent of additional space required to accommodate current needs and future growth. All areas of the facility should be considered, including office space, meeting areas, shops, fleet maintenance, wash bay, locker rooms, and a variety of storage spaces. Site areas shall be considered as well, including exterior material storage, fueling and parking.

The following information outlines a scope and fee proposal that includes building condition assessment, programming, concept planning and complete architecture/engineering design services for the renovation and expansion of the facility. In addition, scope items such as civil engineering, landscape architecture, technology and security design, FFE design and record documents are included as supplemental services. It is understood that the City anticipates engaging in a Construction Manager at Risk (CMaR) construction delivery method for the project.

TEAM

SFS Architecture	Prime Consultant / Architect-of-Record, Interior Design and FFE Design.
HDR	Maintenance Design Specialist
Garver	Mechanical, Electrical, Plumbing and Fire Protection Engineering, Acoustical Design, Low Voltage Design including Security, A/V and Voice/Data
Stand Structural Engineering	Structural Engineering
Strategic Value Solutions	Cost Estimator (for Programming and Concept Planning phase)
Civil Engineering	Olsson
Landscape Architecture	Olsson

sfs architecture inc | 2100 central suite #31 kansas city missouri 64108 | o.816.474.1397 f.816.421.8024
www.sfsarch.com

SCOPE OF WORK

Basic Services for this project will include the discipline of Architecture, Maintenance Design, Structural Engineering and Mechanical/Electrical/Plumbing/Fire Protection Engineering.

Basic Services (Article 3 of AIA B133 agreement)

Schematic Design

- Advancement and refinement of the concept design including preparation of architectural site, floor, FFE, finish and ceiling plans; interior and exterior renderings; Civil, Structural, MEP and technology schematic narratives.
- Preparation of interior and exterior 3-D model views (approximately 5).
- Coordination with CMaR for cost estimating.
- Review meetings (approximately 2).
- Presentation to City Council and Planning Commission as desired.

Design Development

- Advancement and refinement of Schematic Design.
- Prepare finish selections options.
- Refinement of interior model views (approximately 5).
- Compilation of Design Development Package of drawings and outline specifications.
- Compilation of Low Voltage/Data and Security drawings and outline specifications.
- Coordination with CMaR for cost estimating.
- Review meetings (approximately 3).

Construction Documents and Permitting

- Incorporation of City comments following review and acceptance of Design Development documents.
- Development of construction documents and specifications submissions at 50% and 95% completion.
- Submission of 100% construction document package for bidding and executing the Work.
- Coordination with CMaR for cost estimating at 50% and 95% deliverables.
- Compilation of Construction Documents Package for all Supplemental Services.
- Submissions to AHJs for plan reviews and permitting.
- Review meetings (approximately 4).

Bidding and Contract Negotiation

- Assist the Owner and CMaR with bidding the project to qualified subcontractors.
- Pre-bid meeting attendance.
- Review and respond to bidder RFIs and substitution requests.
- Issuance of Addenda as needed.
- Review of bids received.

Construction Administration

- Pre-Construction meeting attendance.
- Review and respond to contractor RFIs.
- Review of contractor submittals, shop drawings, etc.
- Periodic site visits at appropriate times and field observation reports. Quantity of visits for each discipline shall be determined once the anticipated construction duration is known.
- Issuance of Proposal Requests, ASIs, and CCDs.
- Monthly review of contractor pay applications.
- Punch list (1 punch list all disciplines).
- Final Review (1 final review visit all disciplines)
- Review of Closeout Documents including O&M manuals and warrantees.
- 1 year warranty walk through.

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Basic Services Exclusions

The following items are excluded from our Professional Services Fee noted above:

- Scopes identified in Supplemental Services
- Multiple construction document packages.
- Move management
- Surveying, platting, and rezoning Services.
- Geotechnical Engineering investigations and recommendations.
- Site engineering services or public improvements.
- Hazardous materials assessment or abatement design.
- Code-required Special Inspections.
- Plan review fees or other fees charged by third party entities or jurisdictions.
- Community Engagement services.

Supplemental Services (Article 4.1 of AIA B133 agreement)

4.1.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below:

4.1.1.1 Assistance with Selection of Construction Manager
Consultants: SFS Architecture
Scope of work: SFS will assist the City with the selection of a Construction Manager. SFS Architecture has included this scope in the Basic Services.

4.1.1.2 Programming
Consultants: SFS Architecture, HDR
Scope of work: Space needs programming tasks as follows:

- Kick-off meeting
- Distribute space needs programming questionnaire. Collect and review completed responses.
- Conduct on-site program interviews (assume 8 meetings)
- Prepare Space Needs Program draft

4.1.1.3 Multiple Preliminary Designs (Concept Design)
Consultants: SFS Architecture, HDR, Garver, Olsson, SVS
Scope of work: Concept design and planning tasks as follows:

- Prepare concept plan options (2-3 options) and rough order of magnitude pricing
- Conduct Concept design workshop
- Refine preferred option
- Prepare project and construction cost opinion
- Prepare phasing plan
- Review meeting

4.1.1.5 Existing Facilities Surveys (Condition Assessment)
Consultants: SFS Architecture, HDR, Garver, Olsson
Scope of work: Concept design and planning tasks as follows:

- Review/Collect existing information
- Perform existing building condition assessment
- Prepare report of existing conditions and equipment assessment
- Review Meeting

4.1.1.9 Civil Engineering
Consultant: Olsson
Scope of Work: Site scope will be confirmed through the concept design process. It is anticipated that the scope and fee for this service will be established at the conclusion of Concept Design.

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4.1.1.10 Landscape Design
Consultant: Olsson
Scope of Work: Landscape scope will be confirmed through the concept design process. It is anticipated that the scope and fee for this service will be established at the conclusion of Concept Design.

4.1.1.11 Architectural interior design
Consultant: SFS Architecture
Scope of Work: SFS Architecture has included this scope in the Basic Services.

4.1.1.13 Cost estimating
Consultant: SFS Architecture, SVS
Scope of Work: Detailed cost estimates and/or 3rd party review of CMr estimates as needed. It is anticipated that the scope and fee for this service will be established at the conclusion of Concept Design or later.

4.1.1.15 Conformed documents for construction
Consultant: SFS Architecture, Garver, Stand, Olsson
Scope of Work: SFS Architecture has included this scope in the Basic Services.

4.1.1.17 Record Documents
Consultant: SFS Architecture, Garver, Stand, Olsson
Scope of Work: Revise the contract documents/bid set to incorporate RFI's, Change Orders and As-built information in the form of drawing and specification mark-ups/redlines provided by the General Contractor. It is anticipated the scope and fee for this service will be established at the conclusion of Concept Design.

4.1.1.22 Telecommunications/Data Design
Consultants: SFS Architecture and Garver Engineers
Scope of work: Design, cost opinions, construction administration and commissioning of voice/data systems to include the following:

- Interior voice/data cabling
- Wireless access point layout
- Pathways and/or cabling to support other systems requiring network connections

It is anticipated that scope and fee for this service will be established at the conclusion of Concept Design.

4.1.1.27 Furniture, Fixtures, and Equipment (FFE) Design/Recommendations
Consultant: SFS Architecture and HDR
Scope of Work: Assist the City in selecting building furnishings and maintenance equipment. SFS/HDR will also assist the City with coordination related to any reuse of existing furnishings/equipment. Fee for initial assessment of maintenance equipment is included in 4.1.1.5 – Existing Facilities Surveys. Scope and fee for final selections and procurement assistance as needed, will be established at the conclusion of Concept design or later.

4.1.1.29 Other Supplemental Services
Consultants: To be determined
Scope of work: Other supplemental services that do not have a clearly defined scope of work but may be requested include the following:

- Audio-Visual Design and Commissioning
- Acoustic Design
- Security and Surveillance Design
- Fuel System Testing, Abatement or Design

It is anticipated that scope and fee for Other Supplemental Services if needed, will be established at the conclusion of Concept Design or later.

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Schedule
The timeframe for the completion of Supplemental services of Programming, Multiple Preliminary Designs and Existing Facilities Surveys is anticipated to be approximately 12-14 weeks. Following the completion of these services, a schedule for Basic Services will be prepared with input by City staff and CMaR.

Budget
We understand the total project budget to be eight million two hundred ninety-nine thousand dollars ($8,299,000.00). We estimate the construction budget to be approximately six million five hundred thousand dollars ($6,500,000.00).

COMPENSATION

Professional Fees
SFS architecture proposes to provide the described services at the following lump sum fees:

Basic Services: Fees to be established at the end of Concept Design at a lump sum amount equal to 9.5% of the construction budget.

Supplemental Services:

4.1.1.1 Assistance with Selection of Construction Manager	Included in Basic Services
4.1.1.2 Programming	$21,400.00
4.1.1.3 Multiple Preliminary Designs (Concept Design)	$68,600.00
4.1.1.5 Existing Facilities Surveys (Condition Assessment)	$30,650.00
4.1.1.9 Civil Engineering	TBD
4.1.1.10 Landscape Design	TBD
4.1.1.11 Architectural interior design	Included in Basic Services
4.1.1.13 Cost estimating	TBD
4.1.1.15 Conformed documents for construction	Included in Basic Services
4.1.1.17 Record Documents	TBD
4.1.1.22 Telecommunications/Data Design	TBD
4.1.1.27 FFE Design/Recommendations	TBD
4.1.1.29 Other Supplemental Services	TBD

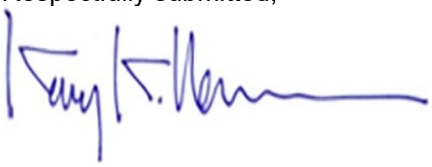
Reimbursable Project Expenses
Project expenses incurred by SFS and its consultants for reproduction, postage, local travel, and deliveries are not included in the above Professional Services Fees and will be billed at 1.05 times the actual cost to the Architect. Reimbursable expenses are estimated to be less than $20,000.00.

Limitation of Liability
In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees to the fullest extent permitted by law, to limit the liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultants officers, directors, partners employees, shareholders, owners and subconsultants shall not exceed the Consultant's total fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Invoicing
Invoicing will occur monthly for services rendered and payments are due upon receipt.

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Respectfully submitted,



Kerry Newman, AIA LEED AP
Principal

Copy: Tom Degenhardt, Director-Public Works; Kelly Stindt, AIA

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Exhibit B

sfsarchitecture

STANDARD HOURLY RATES
01/01/2024 – 12/31/2024

SFS ARCHITECTURE

Senior Principal	$265.00	per hour
Principal	$245.00	per hour
Technical Design Manager	$225.00	per hour
Sr. Project Manager	$195.00	per hour
Project Manager	$170.00	per hour
Senior Project Architect	$180.00	per hour
Project Architect	$160.00	per hour
Senior Designer	$170.00	per hour
Designer	$150.00	per hour
Senior Interior Designer	$160.00	per hour
Interior Designer	$150.00	per hour
Architectural Intern	$120.00	per hour
Interior Design Intern	$105.00	per hour
Clerical	$ 85.00	per hour
Student Intern	$ 65.00	per hour
Graphic Designer	$ 150.00	per hour

CITY OF BLUE SPRINGS, MISSOURI

CITY COUNCIL
September 3, 2024

EXHIBITS FOR PUBLIC HEARING

FLEX SPACES REZONING AND GENERAL DEVELOPMENT PLAN

(RZ-07-24-9217) AND (GDP-07-24-9218)

EXHIBIT #1 City Council Information Form dated August 27, 2024 with the following attachments: Staff Report with attachments; Application with attachments; Applicant Presentation; 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 27, 2024

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

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

ISSUE/REQUEST

The applicant, Patrick Joyce of Kimley-Horn, on behalf of the property owner, Matthew Hendrickson, is requesting approval of a Rezoning from "GB" (General Business) and "LI" (Light Industrial) to "LI" (Light Industrial) and a General Development Plan with an Alternative Development Standard for the development of Flex Spaces, an Office, Retail, Storage – Residential Warehouse development, on 4.19 +/- acres of land located at 3405 NW Jefferson Street. Upon conclusion of the public hearing, Bills rezoning the property and approving a General Development Plan will be ready for introductions and readings.

BACKGROUND/JUSTIFICATION

On September 6, 2022, the Blue Springs City Council approved the General Development Plan for the original Flex Spaces development on NW Duncan Road. According to the Staff Report from that project, there were no future phases of the development planned; however, the property owner has returned to request approval of a new phase of Flex Spaces, largely because of the demand for the type of tenant space the development provides.

The original development was not required to rezone the property as it was already zoned "LI" and the proposed land uses were permitted; however, most of this phase of the Flex Spaces project is on land currently zoned "GB" General Business, which does not allow the "Storage – Residential Warehouse" land use. The request for "LI" Light Industrial zoning will allow for a wider mix of permitted land uses than "GB," giving the development the same standards and regulations as the original phase.

Like the original Flex Spaces development, the building architecture and intended land uses, Storage – Residential Warehouse, Office, Retail, are consistent. According to the General Development Plan, the buildings which front NW Jefferson Street are designed in a manner that lend themselves to personal services and commercial retail uses, while the buildings in the rear of the site cater to more of the office and warehouse uses.

The existing stormwater detention pond, located along NW Jefferson Street, was designed to accommodate the original development and any proposed expansion, which this phase will utilize.

An Alternative Development Standard has been requested to allow for a reduced rear yard setback from the required 20-ft. to the requested 8-ft. The request is specific to Building E of the site plan and is associated with the north property line.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
September 4, 2024	N/A

STAFF RECOMMENDATION

Staff recommends approval of the Rezoning.

Staff recommends approval of the General Development Plan with six 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 modified by the General Development Plan:

    a. The applicant requested an Alternative Development Standard from UDC Section 405.030 Non-Residential Building Type Standards for a reduction in rear yard setback from 20-ft. to 8-ft. for the General Industrial building (Building E on the General Development Plan).

2. The parking spaces shall not be used for outside storage of equipment, recreational vehicles, boats, trailers, household goods, or personal property.

    a. If a trailer is occupying a parking space, it must be associated with a business located on the premises and/or be for the purpose of loading and unloading.

3. A Master Sign Plan shall be submitted for review and approval for Flex Spaces' signage.

4. 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.

5. 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.

6. 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.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Planning Commission

Date:	08/26/2024
Action:	Recommended Rezoning: 8 aye, 0 no Recommended General Development Plan with an Alternative Development Standards and conditions: 8 aye, 0 no

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Staff Report with attachments; Application with attachments; Applicant Presentation; 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 26, 2024 City Council: September 3, 2024
Project Name:	***Blue Springs Flex Spaces***
Site Location:	3405 NW Jefferson Street
Project Request:	RZ-07-24-9217; Rezoning from "GB" (General Business) to "LI" (Light Industrial) GDP-07-24-9218; General Development Plan with an Alternative Development Standard for a flex office/retail/warehouse development on 4.19 +/- acres. PP-07-24-9219; Preliminary Plat for a 2-lot subdivision

Applicant: Patrick Joyce | Kimley-Horn
Property Owner: Matthew Hendrickson
Staff Planner: Dave McCumber | Development Review Manager

Project Description: The applicant is requesting approval of a Rezoning from "GB" (General Business) to "LI" (Light Industrial), a General Development Plan with and Alternative Development Standard, and a Preliminary Plat for the development of flex office, retail, and Storage – Residential Warehouse. The subject property is addressed as 3405 NW Jefferson Street and consists of 4.19 +/- acres. The development proposal includes 27 units in five (5) single-story buildings. The property is currently two tracts. The applicant is proposing to plat those two tracts as lots and establish necessary easements to develop the property. An Alternative Development Standard is being requested with the General Development Plan to all for a reduced rear yard setback for one (1) of the five (5) buildings being proposed.

Staff Recommendation: Staff recommends approval of the Rezoning, General Development Plan with Alternative Development Standards, and Preliminary Plat applications. Conditions are identified at the end of this report.

Previous Actions:

Date	Review Body	Action
January 2014		American Lodging/American Inn (Withdrawn by Applicant)
08/22/2022	PC	Recommended Approval of Flex Spaces General Development Plan Approved Flex Spaces Preliminary Plat
09/06/2022	CC	Approved Flex Spaces General Development Plan
09/26/2022	PC	Recommended Approval of Hal Park Final Plat
10/03/2022	CC	Approved Hal Park Final Plat

Future Applications: The Rezoning, General Development Plan, and Preliminary Plat will be reviewed concurrently. A Site Plan Design Review and Final Plat are required to be approved, and the Final Plat recorded at Jackson County, prior to the issuance of building permits. A Master Sign Plan will be required for the development.

Adjacent Properties:

Direction	Current Zoning	Current Land Use(s)
North:	"LI" (Light Industrial)	Storage – Residential Warehouse
South:	"GB" (General Business)	Hotel or Motel
East:	"LI" (Light Industrial)	Manufacturing/Building or Construction Contractor (with machinery, equipment, or storage
West:	"GB" (General Business)	Vehicle Repair, Limited/Bar or Tavern

REZONING ANALYSIS

Existing Zoning: "GB" General Business
Existing Land Use: Undeveloped
Proposed Zoning: "LI" Light Industrial
Proposed Land Use: Storage – Residential Warehouse, Office, Retail

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 Center*, which is defined as:

> *A mix of neighborhood serving retail that provides for daily or weekly needs of surrounding neighborhoods, and supporting service, office and neighborhood compatible institutional uses. This area may include residential uses in formats that support the principal retail uses in the area or serve as a transition to adjacent neighborhoods. Neighborhood Centers rely on a compact, walkable or "park-once" format, and connections and transitions to adjacent neighborhoods and other supporting land uses is critical.*

The N1 (North 1) Area Plan, adopted as part of the 2014 Comprehensive Plan designates the subject property as, which is defined as:

> ***Office.*** *Areas for businesses primarily engaged in administrative, clerical, or professional operations and support, and where products or services are of the nature that do not require frequent integration with the general public, and where lots or buildings are designed for accommodating employees and limited clients of the business. Secondary residential uses may be incorporated, particularly on upper stories of buildings or at transitions to neighborhoods. Retail or services uses should primarily be small-scale and primarily serve other activities in the immediate areas.*
>
> ***Small-scale Multi-unit Housing.*** *Areas appropriate for small and targeted application of higher-density housing types that integrate with the scale and patterns of neighborhoods. This includes multi-unit houses (2-, 3-, and 4-plexes), townhouses, walk-up apartments (4 to 12 units / 2 to 4 stories). The lot sizes are comparable to lots for detached houses, and all building types retain a similar scale*

and relationship to the neighborhood streetscapes. Appropriate locations are typically the corners of important intersections, along block faces that front civic space, the end caps of blocks on larger streets, or on transition blocks between Neighborhoods and corridors or centers.

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

The LI, Light Industrial District is intended primarily to accommodate industries that produce finished products from semi-finished materials and require little or no outside storage of materials. The district provides locations for limited manufacturing and industrial activities with limited land use impacts, primarily traffic generated by delivery vehicles and employees.

The Applicant has indicated that the proposed development will utilize the existing land use, "Storage – Residential Warehouse", that exists to the north at the original Flex Spaces location on NW Duncan Road. However, the "LI" District does allow additional permitted and conditionally permitted land uses that can range from commercial to light industrial in nature and of different intensities.

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 a Neighborhood Center. The N1 (North 1) area plan designates the area as Office/Small-scale Multi-unit Housing. The proposed rezoning to an "LI" District allows for office and commercial land uses at varying scales and intensities but does not allow residential of any kind. While the proposed rezoning does not completely align with the Comprehensive Plan designation for the property, it does generally align with adjacent zoning districts in the immediate area.

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

   STAFF RESPONSE: The LI, Light Industrial District is intended primarily to accommodate industries that produce finished products from semi-finished materials and require little or no outside storage of materials. The district provides locations for limited manufacturing and industrial activities with limited land use impacts, primarily traffic generated by delivery vehicles and employees.

   The rezoning request would allow for land uses that could support surrounding zoning districts and bolster existing developments by attracting uses that would bring jobs to the immediate area.

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 likely not set a precedent in the area as most parcels are developed and zoned "GB" (General Business), "RC" (Regional Commercial) or "LI" Light Industrial. A rezoning to LI would allow for and generally align with the existing uses in the area. Denial of the rezoning application would result in the property remaining undeveloped and retain the "GB" zoning designation.

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 Alternative Development Standards. Staff believes that all requested modifications are warranted due to the proposed development plan's design along NW Jefferson Street to provide buildings that accommodate personal services and commercial land uses, which helps transition to the existing commercial uses across Jefferson to the south.

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.

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 approval will allow investment on the site and is likely to have a positive impact on the surrounding area by vacant lots becoming developed with land uses that support jobs and provide products and services to those nearby.

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. While the Comprehensive Plan's Area Plan 1 specifies the property should be designated for some Small-scale Multi-unit residential development, the proposed zoning does allow the other identified future land use of Office. Rezoning from "GB" to "LI" allows for similar land uses to exists on the property but will be less retail intensive and more office and light industrial in nature.

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.

GENERAL DEVELOPMENT PLAN & PRELIMINARY PLAT ANALYSIS

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.

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 UDC Section 403.050 and submittal requirements provided in the Preliminary Plat application.

Land Use: The applicant has proposed the Storage – Residential Warehouse, Office, and Retail land uses which are allowed by right in the "LI" Light Industrial Zoning District. While this land use is being proposed at the time of development, all permitted land uses in the "LI" zoning district would be allowed. The applicant is proposing the space be used by small business owners to store their equipment, have an office for retail or personal services, package orders, etc. All units in Building A are not proposed to have bathrooms, so those will likely consist more of storage. Building B will have bathrooms, but parking is limited, and the building is not easily visible from NW Jefferson, which will better suit office tenants. Units in Buildings C, D, and E will have bathrooms which will allow for the flexibility of an office and retail space.

Building Typology: The proposed development utilizes the "General Industrial" building type, which is defined as "*A building designed to accommodate light industrial or general industrial functions at a variety of 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.*" The General Industrial building type is permitted in the "LI" zoning district. The applicable development standards are provided in the table below and the rear setback being proposed for an Alternative Development Standard is highlighted in yellow, which will be for Building E only.

General Industrial

Standard	Requirement	Proposed
Frontage Width	75-ft. min.	510-ft.
Lot Area	N/A	4.19 acres +/-
Front Setback	40-ft. min	58.5-ft. min.
Side Setback	20-ft. min.	44.1-ft. min.
Rear Setback	20-ft. min	8-ft.
Building Height	45-ft. max. in "LI"	17.6-ft.
Building Coverage	85% of lot area max.	38%

Frontage Type	Buffer Edge	Buffer Edge

Architectural Character: The site includes five (5) single-story buildings with 27 total units across 47,560 sq. ft. of floor area. The buildings are proposed to be corrugated metal and have accents of composite wood siding. The facades facing NW Jefferson Street will utilize floor to ceiling windows to help visually break up the wall plane. **The buildings and site design are required to meet the Non-Residential Design Standards in UDC Section 407.090. Final building and site design will be reviewed through the Site Plan Design Review process.**

Parking: Vehicular parking is required and proposed as follows:

Land Use	Required	Provided
Schedule C: Off Street Parking	To Be Determined with a Parking Study During the Site Plan Design Review	62 spaces

Due to the nature of the development, more specifically Buildings B – E, determining a specific land use for buildings designed to create flexibility for possible tenants and are within the permitted land uses of an "LI" zoning district, off-street parking will be reviewed with a parking study to set the minimum number required.

Bicycle Parking is required as follows:

Land Use	Required	Provided
Retail of Office Uses	10% of the required vehicle spaces up to 200 vehicle parking spaces Minimum of 20 bicycle parking spaces for any use having 200 or more vehicle parking spaces	**Will be reviewed in the Site Plan Design Review**

Streets & Sidewalks: The development is proposing one (1) new point of access off NW Jefferson Street. The applicant will be required to construct a 5-ft ADA compliant sidewalk along the north side of NW Jefferson Street, which will extend from the property's eastern boundary and tie into the existing sidewalk located just west of the development's storm detention facility. A second point of access will be created by providing drive aisles that connect this phase of the Flex Spaces development with the first to the north, which has a driveway onto NW Duncan Road.

Pedestrian Access: The applicant is proposing a 5-ft. ADA compliant sidewalk extending from public sidewalk along NW Jefferson, near the drive access, that connects to Buildings C – E. Painted crosswalks will be provided in drive aisles that lead to the required 8-ft. ADA compliant sidewalks positioned between the building façades and head-in parking spaces. Pedestrian connections are not being provided for Buildings A and B as they will be used primarily for the "Storage – Residential Warehouse" land uses.

Traffic: Based on current traffic volumes and anticipated traffic trip generation, a traffic memo analysis will not be required by the City of Blue Springs.

Stormwater: **A stormwater management plan was originally prepared by a professional engineer registered in the State of Missouri and submitted to Public Works for review**. The

previous phase of this development installed an extended dry detention basin sized with additional capacity to capture the proposed Phase II. The Engineer has demonstrated the proposed plan is in accordance with the original stormwater management plan. No additional storm detention is required for this phase. The plans show private stormwater collection and conveyance to existing detention basin.

Sanitary Sewer: Gravity sanitary sewer is available within this development. The sewer has capacity to convey flows generated from this development, but the developer is responsible for connecting to the existing sanitary sewer. An engineer or surveyor will need to determine if the sewer invert elevations are such for this development to utilize this sanitary sewer.

Signage: Signs shown in the rendering are for illustrative purposes only. All signs shall meet the sign code unless a Master Sign Plan is approved. With the development's modern design and number of units that will front NW Jefferson Street, it is important to identify sign types that compliment the architecture and create consistency across the development.

Frontage & Landscaping: The applicant has provided a conceptual landscaping plan for the site. Additional details and plant units may be needed to meet landscaping requirements. **Landscaping requirements will be reviewed in greater detail with the Site Plan Design Review with a final landscape plan.**

Open Space: Per the "LI" zoning district standards, designated open space is not required, however landscape buffers are required along property boundaries and NW Jefferson Street.

Preservation: The site is currently developed, with a vacant single-family home and accessory building but is primarily a flat open grass field and parking lot. The existing buildings and parking lot will be removed to accommodate the proposed development.

Phasing: The project is proposed to be constructed in a single-phase.

Modifications Requested: The applicant is proposing the following modification through Alternative Development Standards related to the General Development Standards:

- **Per Section 405.030, Parking and Loading, allow for a reduced rear yard setback of 8-ft from the required 20-ft. for Building E.**

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 is requesting one (1) deviation from 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 proposed rezoning from "GB" (General Business) to "LI" (Light Industrial) on the property and the proposed uses are allowed by right in the Light Industrial 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. An Alternative Development Standards has been requested for the reduction of a rear yard setback from 20-ft. to 8-ft.

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. The properties adjacent are zoned Light Industrial, Regional Commercial, and General Business. The proposed use is not what staff would consider an intensive use; therefore, if surrounding properties develop or redevelop, the design and land uses on the property should be compatible. The applicant has provided a conceptual landscape plan for screening which will be reviewed in greater detail with the Site Plan Design Review.

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 by providing public sidewalks to NW Jefferson Street that connect to the surrounding area where other land uses, including residential, exist. The buildings fronting NW Jefferson will include office and retail uses, however, this development would not be considered a shopping district.

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 allows the eastern end of the property, which is rather narrow, to be utilized for an additional building and site improvements. The request allows Building E to sit in a position

where the required landscape buffer along NW Jefferson Street, parking lot drive aisles and spaces, and building entrance sidewalk can fit onto the site.

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 will be consistent with the objectives, policies, and general land uses and programs specified in the City's Comprehensive Plan. The setback reduction will allow for the property to be developed more efficiently but reducing underutilized space.

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.

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. The north façade of building E contains no windows or doors, there are no parking lots or drive aisles, trash enclosures, and the use of the building is likely to be office or retail. Furthermore, the properties directly adjacent are also Light Industrial and are currently occupied by more intense land uses.

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: The proposed alternative development standard will not 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. The area was designated as a Neighborhood Center and staff feels the proposed use helps contribute to the needs of the Neighborhood Center. The required 5-ft. ADA compliant sidewalk along NW Jefferson Street will be beneficial for pedestrians. Additionally, the mix of land uses allowed in the Light Industrial zoning district and the types of buildings being proposed allows for uses that can provide products and services for those nearby.

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: The plan is proposed to be developed in one 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: This project has provided a drainage report and 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 on adjacent properties. This development will hopefully spark development on vacant or underutilized properties in the area.

6. The design does not impede the construction of future public infrastructure within the area.

   STAFF RESPONSE: The design of the site does 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.

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 modified by the General Development Plan:

a. The applicant requested an Alternative Development Standard from UDC Section 405.030 Non-Residential Building Type Standards for a reduction in rear yard setback from 20-ft. to 8.8-ft. for the General Industrial building (Building E on the General Development Plan).

2. Outside storage viewable from Public Right-Of-Way shall be prohibited.

3. A Master Sign Plan shall be submitted for review and approval for Flex Spaces' signage.

4. 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.

5. 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.

6. 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.

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, unless otherwise approved through the General Development Plan.

2. Approval of this Preliminary Plat is rescinded if the General Development Plan (GDP-07-24-9219) request is denied by City Council.

3. The required 5-ft. ADA compliant sidewalk along NW Jefferson Street shall be installed prior to the issuance of a Certificate of Occupancy.

4. Easements shall be delineated, labeled, and dedicated for all storm detention and storm water quality best management practices on the Final Plat.

5. A Final Plat must be approved and recorded prior to the issuance of any building permits within the development.

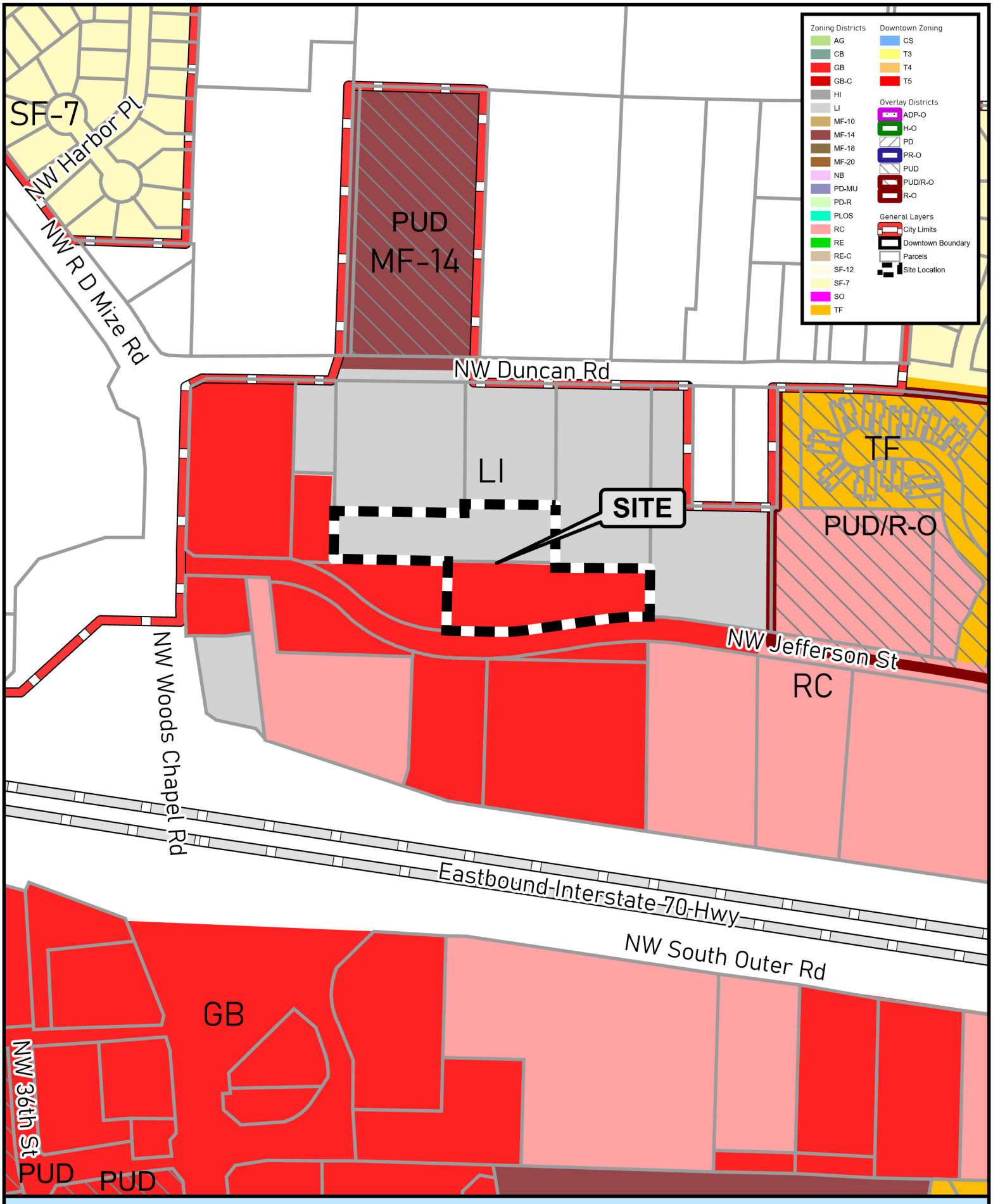


The City of Blue Springs Missouri

RZ-07-24-9217 | GDP 07-24-9218 | PP-07-24-9219
PARCEL # 35-510-03-47-00-0-00-000
35-510-03-46-00-0-00-000
AERIAL LOCATION MAP

N

1 inch = 300 feet
Date: 7/29/2024



The City of Blue Springs Missouri

RZ-07-24-9217 | GDP 07-24-9218 | PP-07-24-9219
PARCEL # 35-510-03-47-00-0-00-000
35-510-03-46-00-0-00-000
SITE LOCATION MAP

N

1 inch = 300 feet

Date: 7/29/2024

BLUE SPRINGS FLEX SPACE - NARRATIVE

August 20th, 2024

RE: Blue Springs Flex Space
General Development Plan
3405 NW Duncan Rd
Blue Springs, MO 64015
NE 1/4, SECTION S26, TOWNSHIP 49N, RANGE 31W

To whom it may concern:

The proposed development at 3405 NW Jefferson St is Phase II of an existing development. Phase II consists of the addition of 5 buildings totaling 47,560 square feet, with 62 parking stalls situated around the site, with an additional 12 garage parking bays available in building A. Rezoning is necessary to make the entire property consistently zoned for the intended use. The property is already partially zoned as LI (light industrial). The remainder of the property is to be utilized similarly to the LI zoning.

The comprehensive plan notes this area as a combination of neighborhood retail and small-scale multi-unit. This fits the neighborhood character since it is surrounded by light industrial uses. The exception being to the south which is General Business. The site features a more storefront look on the buildings along Jefferson to help transition from the General Business to the light industrial. In addition, the current adjacent business are hotels and Inns, which are not incompatible with light industrial uses. This overall development has the general outside appearance of General Business type activities with a nice façade that doesn't appear industrial in nature. Coupled with that, the buildings along Jefferson and building B, are the only buildings to have plumbing, which will serve

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to encourage their use as more offices, personal services and retail users. Traffic generation is very light and should have little impact on the adjacent street network.

A Master Sign Plan for this development will come later to ensure consistency across all signs on the development that complement the building architecture. The property will be platted but lot sizes are not anticipated to be altered.

We would also like to request an alternative development standard. This development is requesting a reduction in the rear setback along Building E from 20 ft. to 8 ft.

Parking

The same ownership group of 3420 NW Duncan Rd., Blue Springs, MO ("Phase I") will be managing this project. Due to their experience from the adjacent development, tenant type and use can be expected to be comparable for buildings A & B of the proposed development. Phase I represents 92% of users utilizing the space for flex industrial or warehousing reasons. Only 8% are micro retail or office type users. Buildings A & B of the proposed development are expected to lease similarly. The data gathered from Phase 1 of this development is shown in Table 1:

TABLE 1: Phase 1 Parking Data

Total Square Footage = 25,000 SF

Use	% of SF	SF Breakdown	Parking Ratio (ITE)	Required Stalls
Warehouse	32%	8000	0.6	5
Warehouse/Flex Ind.	28%	5000	0.6	3
Warehouse/Storage	20%	7000	0.6	4
Flex Industrial	12%	3000	1.2	4
Micro Office	4%	1000	3.7	4
Micro Retail	4%	1000	6	6
TOTALS	100%	25000	N/A	25

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Table 1 shows that the required parking count based on the Institute of Transportation Engineers (ITE) Parking Generation Manual is 25 stalls, with 30 provided for Phase 1.

Since Buildings A and B are expected to lease similar as Phase 1, it is reasonable to apply the same parking generation ratios from ITE. This calculation was performed and the results are shown in Table 2:

TABLE 2: Buildings A and B Parking Extrapolation

Total Square Footage = 26,000 SF

Use	% of SF	SF Breakdown	Parking Ratio (ITE)	Required Stalls
Warehouse	32%	8320	0.6	5
Warehouse/Flex Ind.	28%	7280	0.6	4
Warehouse/Storage	20%	5200	0.6	3
Flex Industrial	12%	3120	1.2	4
Micro Office	4%	1040	3.7	4
Micro Retail	4%	1040	6	6
TOTALS	100%	26000	N/A	26

The analysis showed 26 stalls are required. The proposed plan provides 12 garage parking bays and 19 standard stalls provided for Buildings A and B for a total of 31 stalls.

The buildings along Jefferson Street (C,D, & E) will have a higher parking demand due to the likelihood of increased visibility from Jefferson. We have provided additional parking spaces for this reason. We anticipate end users with moderate to low parking needs. Potential users could be construction material show rooms, training space, flex industrial users, etc. By the very nature of parking provided, our experience has shown that prospective tenants also assist ensuring parking is optimal by “self-filtering” based upon their known parking needs. We intend to market to light industrial/flex users. The

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calculations performed for required parking stalls for Buildings C, D and E were based on a 35% utilization of square footage for office and retail uses, with respectively reduced utilization of warehouse and industrial uses. The results are shown in Table 3:

TABLE 3: Buildings C, D and E Parking Extrapolation				
Total Square Footage = 20,000 SF				
Use	% of SF	SF Breakdown	Parking Ratio (ITE)	Required Stalls
Warehouse	25%	5000	0.6	3
Warehouse/Flex Ind.	20%	4000	0.6	2
Warehouse/Storage	10%	2000	0.6	1
Flex Industrial	10%	2000	1.2	2
Micro Office	17.5%	3500	3.7	13
Micro Retail	17.5%	3500	6	21
TOTALS	100%	20000	N/A	43

A total of 43 stalls are required as a result of this calculation. The proposed plan provides 3 ADA stalls and 40 standard stalls provided for Buildings C, D, and E for a total of 43 stalls.

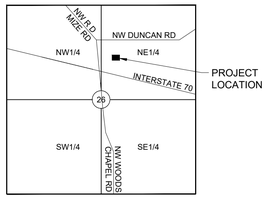
Sincerely,

Patrick J. Joyce, P.E.

Sr. Project Manager, Kimley-Horn & Associates

Kimley»Horn

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LEGEND

- GB (GENERAL BUSINESS)
- LI (LIGHT INDUSTRIAL)
- RC (REGIONAL COMMERCIAL)
- PROPOSED GB TO LI
- PROPERTY LINE

LEGAL DESCRIPTION

ALL THAT PART OF THE NORTHEAST QUARTER AND ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 49 NORTH, RANGE 31 WEST, IN THE CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 26, THENCE SOUTH 02 DEGREES 19 MINUTES 36 SECONDS WEST, WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26, A DISTANCE OF 719.62 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF NW DUNCAN ROAD; THENCE SOUTH 89 DEGREES 10 MINUTES 14 SECONDS EAST (NORTH 88 DEGREES 53 MINUTES EAST DEED), WITH THE SOUTH RIGHT-OF-WAY NW DUNCAN ROAD, A DISTANCE OF 300.10 FEET (302.15 FEET DEED); THENCE SOUTH 00 DEGREES 49 MINUTES 46 SECONDS WEST (SOUTH 01 DEGREE 07 MINUTES EAST DEED), AND NO LONGER WITH THE SOUTH RIGHT-OF-WAY LINE OF NW DUNCAN ROAD, A DISTANCE OF 300.00 FEET, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 10 MINUTES 14 SECONDS EAST, A DISTANCE OF 225.00 FEET; THENCE SOUTH 00 DEGREES 49 MINUTES 46 SECONDS WEST, A DISTANCE OF 157.13 FEET (155.01 FEET DEED); THENCE SOUTH 88 DEGREES 21 MINUTES 49 SECONDS EAST, A DISTANCE OF 236.22 FEET TO A POINT ON THE WEST LINE OF CIRRUS ENTERPRISES - 1ST PLAT LOT 1; THENCE SOUTH 00 DEGREES 43 MINUTES 31 SECONDS WEST, A DISTANCE OF 115.24 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF NW JEFFERSON STREET; THENCE WITH THE NORTH RIGHT-OF-WAY LINE OF NW JEFFERSON STREET ON A CURVE TO THE LEFT HAVING A RADIUS OF 746.20 FEET, A CENTRAL ANGLE OF 09 DEGREES 53 MINUTES 31 SECONDS, WITH AN INITIAL TANGENT BEARING OF NORTH 88 DEGREES 26 MINUTES 41 SECONDS WEST, AN ARC DISTANCE OF 128.83 FEET; THENCE SOUTH 81 DEGREES 39 MINUTES 47 SECONDS WEST, CONTINUING WITH THE NORTH RIGHT-OF-WAY LINE OF NW JEFFERSON STREET, A DISTANCE OF 176.89 FEET TO A POINT OF CURVATURE; THENCE CONTINUING WITH THE NORTH RIGHT-OF-WAY LINE OF NW JEFFERSON STREET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 406.39 FEET, A CENTRAL ANGLE OF 09 DEGREES 58 MINUTES 24 SECONDS, AN ARC DISTANCE OF 70.74 FEET; THENCE NORTH 88 DEGREES 21 MINUTES 49 SECONDS WEST, CONTINUING WITH THE NORTH RIGHT-OF-WAY LINE OF NW JEFFERSON STREET, A DISTANCE OF 119.79 FEET TO A POINT OF CURVATURE; THENCE CONTINUING WITH THE NORTH RIGHT-OF-WAY LINE OF NW JEFFERSON STREET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 327.00 FEET, A CENTRAL ANGLE OF 38 DEGREES 14 MINUTES 59 SECONDS, AN ARC DISTANCE OF 218.30 FEET; THENCE NORTH 50 DEGREES 06 MINUTES 49 SECONDS WEST, CONTINUING WITH THE NORTH RIGHT-OF-WAY LINE OF NW JEFFERSON STREET, A DISTANCE OF 46.50 FEET TO A POINT OF CURVATURE; THENCE CONTINUING WITH THE NORTH RIGHT-OF-WAY LINE OF NW JEFFERSON STREET ON A CURVE TO THE LEFT HAVING A RADIUS OF 339.60 FEET, A CENTRAL ANGLE OF 25 DEGREES 18 MINUTES 51 SECONDS, AN ARC DISTANCE OF 150.04 FEET TO A POINT ON THE SOUTH LINE OF LOT 2, DUNCAN PLAZA 1ST PLAT; THENCE SOUTH 88 DEGREES 21 MINUTES 55 SECONDS EAST (NORTH 89 DEGREES 40 MINUTES 00 SECONDS EAST PLAT) WITH THE SOUTH LINE OF SAID LOT 2, AND NO LONGER WITH THE NORTH RIGHT-OF-WAY LINE OF JEFFERSON STREET, A DISTANCE OF 77.18 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 00 DEGREES 49 MINUTES 46 SECONDS EAST (NORTH 01 DEGREE 07 MINUTES WEST PLAT) WITH THE WEST LINE OF LOT 2 DUNCAN PLAZA 1ST PLAT, A DISTANCE OF 126.79 FEET; THENCE SOUTH 89 DEGREES 10 MINUTES 14 SECONDS EAST, NO LONGER WITH THE WEST LINE OF LOT 2 DUNCAN PLAZA 1ST PLAT, A DISTANCE OF 325.46 FEET; THENCE NORTH 00 DEGREES 49 MINUTES 46 SECONDS EAST, A DISTANCE OF 22.58 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED TRACT CONTAINS 182,678 SQUARE FEET, OR 4.19 ACRES.

ZONING

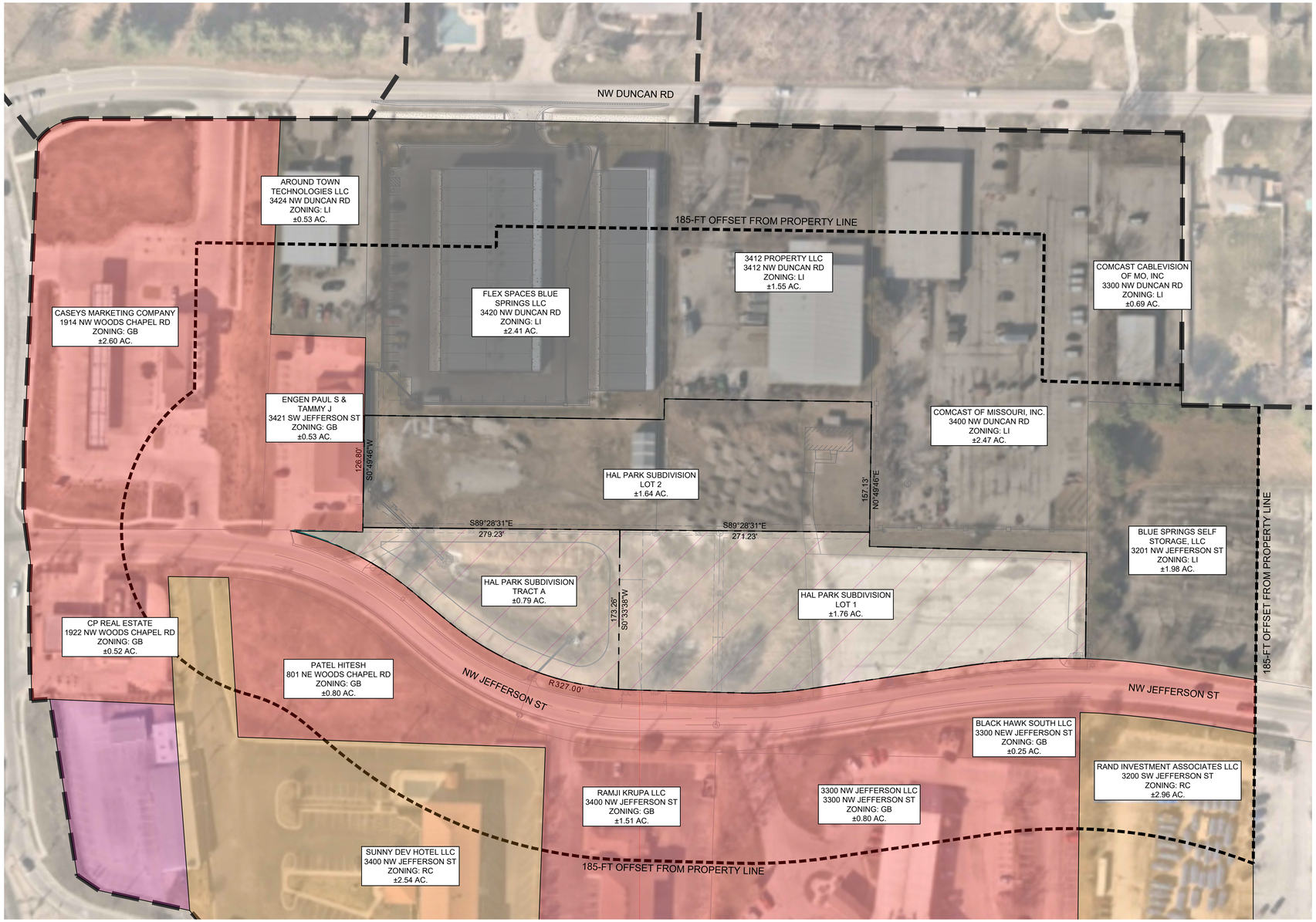
EXISTING: GB (GENERAL BUSINESS)

PROPOSED: LI (LIGHT INDUSTRIAL)

811 Know what's **below.** **Call** before you dig.

NORTH

GRAPHIC SCALE IN FEET
0 30 60 120



NOTE: AERIAL IMAGERY IS FROM NEARMAPS AND IS WAS NOT THE RESULT OF A TOPOGRAPHICAL SURVEY. SOME SPACIAL DISCREPANCY MAY BE PRESENT.

No.	REVISIONS	DATE	BY

Kimley»Horn

© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
805 PENNSYLVANIA AVENUE, SUITE 150
KANSAS CITY, MO 64105
PHONE: 816-561-6565
WWW.KIMLEY-HORN.COM

SCALE: AS NOTED | DESIGNED BY: LLG | DRAWN BY: LLG | CHECKED BY: PJJ

STATE OF MISSOURI
PATRICK J. JOYCE
NUMBER PE-2009018997
PROFESSIONAL ENGINEER
08/02/2024

CAPITAL BUILDERS

REZONING PLAN

BLUE SPRINGS FLEX SPACE
3405 NW JEFFERSON ST, BLUE SPRINGS, MO 64015

ORIGINAL ISSUE: 8/2/2024

KHA PROJECT NO. 268442002

SHEET NUMBER

RZN100

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Drawing name: K:\KNC_LDEV\268442002_Blue Springs Flex Space\2 Design\CAD\PlanSheets\C700 REZONING PLAN.dwg C700 - REZONING PLAN Aug 02, 2024 10:35am by logan.green
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 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.

GENERAL DEVELOPMENT PLAN

FOR

BLUE SPRINGS FLEX SPACE

CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI

NE $\frac{1}{4}$ SECTION 26, TOWNSHIP 49N, RANGE 31W

PROJECT TEAM

OWNER/DEVELOPER:
FLEX SPACES, LLC
1507 NE WALL STREET
LEE'S SUMMIT, MO 64086
CONTACT: MATTHEW HENDRICKSON
TEL: (816) 694-1369
EMAIL: MATT@CAPITALBUILDERSKC.COM

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
805 PENNSYLVANIA AVE. SUITE 150,
KANSAS CITY, MO 64105
CONTACT: PATRICK JOYCE, P.E.
TEL: (785) 550-8994
EMAIL: PATRICK.JOYCE@KIMLEY-HORN.COM
SECONDARY CONTACT: LOGAN GREEN
TEL: (816) 281-7669
EMAIL: LOGAN.GREEN@KIMLEY-HORN.COM

ARCHITECT:
SIXTWENTYONE
1705 SUMMIT STREET
KANSAS CITY, MO 64108
CONTACT: JACOB LITTRELL
TEL: (816) 609-8633
EMAIL: JACOB@SIXTWENTYONE.COM

UTILITY AND GOVERNING AGENCY CONTACTS

SANITARY & WATER:
CITY OF BLUE SPRINGS
ENGINEERING DIVISION
903 WEST MAIN STREET
BLUE SPRINGS, MO 64015
TEL: (816) 228-0121

STORMWATER:
CITY OF BLUE SPRINGS
PUBLIC WORKS
903 WEST MAIN STREET
BLUE SPRINGS, MO 64015
TEL: (816) 228-0121

STREETS:
CITY OF BLUE SPRINGS
NATHAN LEA
500 SE SUNNYSIDE SCHOOL ROAD
BLUE SPRINGS, MO 64014
TEL: (816) 228-0195

TELEPHONE:
AT&T
RONALD GIPFERT
500 E 8TH STREET
KANSAS CITY, MO 64106
TEL: (816) 275-1550

ELECTRIC:
EVERGY
DOUG DAVIN
1300 SE HAMBLEN ROAD
LEE'S SUMMIT, MO 64081
TEL: (816) 347-4320

GAS:
SPIRE, INC.
3025 SW CLOVER DRIVE
LEE'S SUMMIT, MO 64082
TEL: (816) 472-3489

GENERAL NOTES:

1. THE CONSTRUCTION COVERED BY THESE PLANS SHALL CONFORM TO ALL APPLICABLE STANDARDS AND SPECIFICATIONS OF THE PUBLIC WORKS DEPARTMENT OF THE CITY OF BLUE SPRINGS, MISSOURI, IN ALL USAGE AND ALL SUPPLEMENTS THERE TO.
2. CONTRACTOR IS RESPONSIBLE FOR ALL PERMITS, BONDS, AND INSURANCE REQUIRED BY THE CITY.
3. THE IMPROVEMENTS SHOWN ON THIS PLAN ARE PRIVATE IMPROVEMENTS. COORDINATE WITH CITY FOR REQUIRED PERMITS, BONDS AND INSURANCE.
4. 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.
5. THE CONTRACTOR SHALL CONTROL EROSION AND SILTATION DURING ALL PHASES OF CONSTRUCTION, AND SHALL KEEP THE STREETS CLEAN OF MUD AND DEBRIS.
6. ALL EXCESS MATERIAL SHALL BE REMOVED LEGALLY FROM SITE AND DISPOSED OF OFF SITE.
7. 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.
8. EROSION CONTROL MEASURES SHALL BE PROVIDED AT ALL LOCATIONS WHERE DRAINAGE IS LEAVING THE PROJECT SITE. THE EROSION CONTROL PLAN SHOWS MINIMUM EROSION CONTROL MEASURES TO BE PROVIDED. ADDITIONAL SITE SPECIFIC MEASURES MAY BE NECESSARY AND SHALL BE PROVIDED BY THE DEVELOPER/OWNER, AT THE CONTRACTOR'S EXPENSE.
9. ANY EXISTING OR PROPOSED STORM SEWER INLETS IN USE DURING DEMOLITION, GRADING OR CONSTRUCTION SHALL HAVE INLET PROTECTION AS SPECIFIED.

HISTORIC INFORMATION

THIS STRUCTURE IS NOT LISTED IN THE NATIONAL REGISTER OF HISTORIC PLACES.

THIS SITE IS NOT LOCATED IN A LOCAL HISTORIC DISTRICT PER THE MISSOURI DEPARTMENT OF NATURAL RESOURCES HISTORIC DISTRICTS AND SITES DATABASE, ACCESSED AUGUST 8, 2022.

FEMA INFORMATION

THIS SITE IS LOCATED WITHIN ZONE X PER FEMA FIRM MAP 29095CO316G EFFECTIVE DATE OF JANUARY 20, 2017. NO LETTERS OF MAP AMENDMENT OR REVISIONS ARE BEING PROPOSED.

LEGAL DESCRIPTION

SEE SUPPLEMENTAL LEGAL DESCRIPTION.

ADA NOTE

ALL SIDEWALKS, HANDICAP STALLS, AND HANDICAP UNLOADING AREAS SHALL HAVE 2% MAXIMUM CROSS SLOPE, AS CONSTRUCTED. CONTRACTOR TO VERIFY ALL SPOT ELEVATIONS AND NOTIFY ENGINEER IF DISCREPANCY OCCURS.

GENERAL SITE NOTES

CURRENT ZONING: LIGHT INDUSTRIAL (LI) / GENERAL BUSINESS (GB)

PROPOSED ZONING: LIGHT INDUSTRIAL (LI)

CURRENT LAND USE: VACANT

PROPOSED LAND USE: PERMITTED AND CONDITIONALLY PERMITTED USES IN THE "LI" LIGHT INDUSTRIAL ZONING DISTRICT

SUBDIVISION: HAL PARK SUBDIVISION

ALTERNATIVE DEVELOPMENT STANDARD

THIS DEVELOPMENT IS REQUESTING A REAR SETBACK REDUCTION FROM 20FT TO 8FT FOR BUILDING E

PROJECT SPECIFICATIONS

THE SPECIFICATIONS FOR THIS PROJECT SHALL BE THE FOLLOWING:
1. THE CITY OF BLUE SPRINGS, MISSOURI
2. KANSAS CITY METRO APWA

THE STANDARD SPECIFICATIONS THROUGH AND INCLUDING THE LATEST AMENDMENTS SHALL BE PART OF THESE PROJECT DRAWINGS AND SPECIFICATION AND ARE INCORPORATED HEREIN BY REFERENCE. THE MORE STRINGENT OF THESE STANDARD SPECIFICATIONS AND THOSE PREPARED BY THE ENGINEERING PREPARING THESE PLANS SHALL GOVERN.

APPROXIMATE TOTAL ACREAGE: 4.2 AC

WATERSHED: EAST FORK LITTLE BLUE RIVER



LOCATION MAP

1" = 200'

NORTH

TYPICAL LEGEND

- PROPOSED HEAVY DUTY CONCRETE PAVEMENT
- PROPOSED BUILDING
- EXISTING PUBLIC ROADWAY
- PROPERTY LINE
- PROPOSED BUILDING OUTLINE
- EASEMENT LINE
- SETBACK LINE
- STANDARD CURB & GUTTER
- SAN — EXISTING SANITARY SEWER
- W — EXISTING WATER LINE
- FO — EXISTING FIBER OPTIC
- G — EXISTING GAS
- P — EXISTING POWER
- T — EXISTING TELECOMMUNICATIONS
- W — PROPOSED WATER LINE
- UE — PROPOSED UNDERGROUND ELECTRIC
- SS — PROPOSED SANITARY SEWER

SHEET TABLE LIST	
Sheet Number	Sheet Title
C100	COVER SHEET
C200	EXISTING CONDITIONS
C300	SITE PLAN
C400	GRADING PLAN
C500	UTILITY PLAN
L100	LANDSCAPE PLAN
A-A201	BUILDING A ELEVATIONS
A-A202	BUILDING A ELEVATIONS
B-A201	BUILDING B ELEVATIONS
C-A201	BUILDING C ELEVATIONS
D-A201	BUILDING D ELEVATIONS
E-A201	BUILDING E ELEVATIONS

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STATE OF MISSOURI
PATRICK J. JOYCE
NUMBER PE-2009030892
PROFESSIONAL ENGINEER
08/21/2024

CAPITAL BUILDERS

COVER SHEET

BLUE SPRINGS FLEX SPACE
3405 NW JEFFERSON ST, BLUE SPRINGS, MO 64015

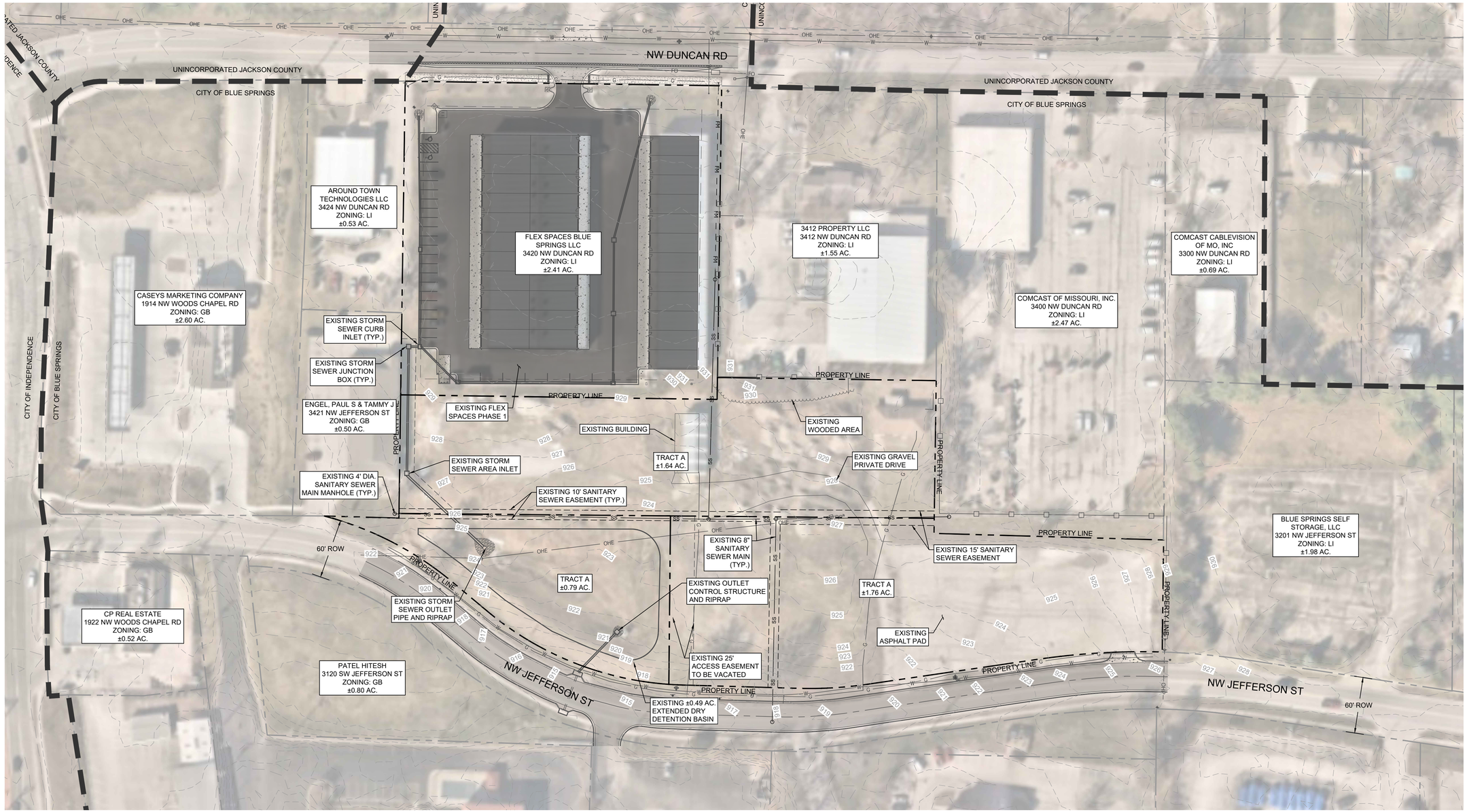
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EXISTING CONDITIONS LEGEND

- 1015 — EXISTING CONTOUR
- SS — EXISTING SANITARY SEWER
- FM — EXISTING FORCE MAIN
- W — EXISTING WATER LINE
- G — EXISTING GAS LINE
- OHE — EXISTING OVERHEAD ELECTRIC LINE
- EXISTING FENCE

PROJECT SITE

WATER DISTRICT: CITY OF BLUE SPRINGS

FIRE DISTRICT: CENTRAL FIRE DISTRICT

NOTE: AERIAL IMAGERY IS FROM NEARMAPS AND IS WAS NOT THE RESULT OF A TOPOGRAPHICAL SURVEY. SOME SPACIAL DISCREPANCY MAY BE PRESENT.

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STATE OF MISSOURI
PATRICK J. JOYCE
NUMBER PE-2009018928
PROFESSIONAL ENGINEER
08/21/2024

CAPITAL BUILDERS

EXISTING CONDITIONS

BLUE SPRINGS FLEX SPACE
3405 NW JEFFERSON ST, BLUE SPRINGS, MO 64015

ORIGINAL ISSUE: 8/19/2024

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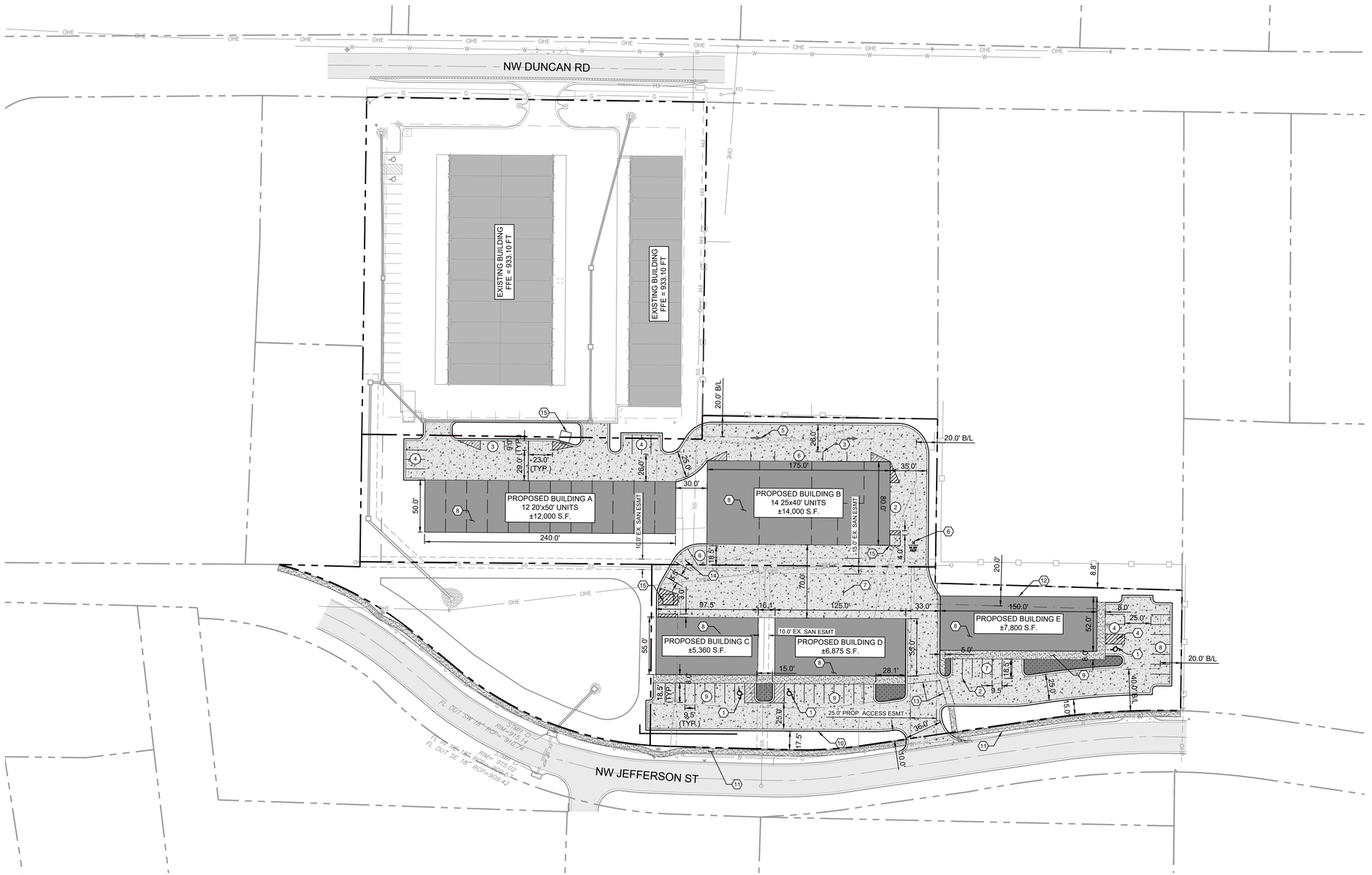
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Drawing name: K:\KNC_LDEV\268442002_Blue Springs Flex Space\2 Design\CAD\PlanSheets\C300 SITE PLAN.dwg C300 SITE PLAN Aug 21, 2024 - 10:02am by logan.green
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SITE DATA

REGIONAL DEVELOPMENT AREA: 287,664 SF (6.60 AC)
SITE AREA: 182,516 SF (4.19 AC)

REGIONAL DEVELOPMENT AREA REFERS TO THE ENTIRE PARCEL OWNED BY CAPITAL BUILDERS, LLC THAT WILL BE DEVELOPED FURTHER IN THE FUTURE. THE REGIONAL DEVELOPMENT AREA IS THE AREA THAT WILL DRAIN TO THE REGIONAL DETENTION BASIN. SITE AREA REFERS TO THE PROPOSED FLEX SPACE DEVELOPMENT WITHIN THE PROPERTY LIMITS.

SITE	
MIN LOT AREA:	N/A
IMPERVIOUS AREA:	121,425 SF (64.4%)
OPEN SPACE:	67,042 SF (35.6%)

BUILDING	
TOTAL BUILDING AREA:	47,560 SF (38.0% COVERAGE)
MAX BUILDING AREA:	85% COVERAGE
BUILDING HEIGHT:	
MAX BUILDING HEIGHT:	45-FT
FRONTAGE WIDTH:	
MIN. FRONTAGE WIDTH:	75-FT

PARKING - BUILDINGS A AND B (±26,000 SF)

REQUIRED STALL COUNT	26
STANDARD STALL COUNT	19
ADA STALL COUNT	0
GARAGE PARKING	12
TOTAL STALL COUNT	31

PARKING - BUILDINGS C, D AND E (±20,000 SF)

REQUIRED STALL COUNT	43
STANDARD STALL COUNT	40
ADA STALL COUNT	3
GARAGE PARKING	0
TOTAL STALL COUNT	43

SITE PLAN NOTES

1. ALL DIMENSIONS AND COORDINATES ARE TO EDGE OF PAVEMENT, UNLESS NOTED OTHERWISE.
2. BUILDING DIMENSIONS ARE TO THE OUTSIDE FACE OF CIVIL ENGINEER'S INTERPRETATION OF THE BUILDING UNLESS OTHERWISE NOTED.
3. REFER TO ARCHITECTURAL AND STRUCTURAL PLANS TO VERIFY ALL BUILDING DIMENSIONS.
4. RADII ADJACENT TO PARKING STALL AND NOT DIMENSIONED ON THIS PLAN SHALL BE 4-FEET, TYPICAL.
5. REFER TO ARCHITECTURAL PLANS FOR MONUMENT SIGN DETAILS.
6. SEE ELECTRICAL PLANS FOR SITE LIGHTING AND SITE ELECTRICAL.
7. ALL PARKING STALL PAVEMENT MARKINGS SHALL BE PAINTED WITH 4" SOLID WHITE STRIPING.
8. ALL ADA PARKING STALL PAVEMENT MARKINGS SHALL BE PAINTED WITH 4" SOLID BLUE STRIPES, AND ADA COMPLIANT ACCESSIBLE PARKING SYMBOLS.
9. ALL DIRECTIONAL PAVEMENT MARKINGS (STOP BARS, TURN ARROWS, ETC.) SHALL BE PAINTED WITH SOLID WHITE PAVEMENT MARKINGS.
10. ALL PROPOSED SIGNAGE (STOP SIGNS, YIELD SIGNS, ETC.) SHALL CONFORM TO MUTCD STANDARDS.
11. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS, BONDS AND INSURANCE AS REQUIRED BY THE CITY AND OWNER.
12. SITE WILL CONFORM TO ENHANCED STREETSCAPE FRONTAGE BUFFER (MIN. 15FT).

SITE PLAN LEGEND

- PROPOSED STANDARD DUTY CONCRETE PAVEMENT
- PROPOSED CONCRETE SIDEWALK
- PROPOSED BUILDING
- PROPOSED BUILDING OUTLINE
- PROPERTY LINE
- EASEMENT LINE
- SETBACK LINE
- STANDARD CURB & GUTTER

PROPOSED USE

OFFICE/WAREHOUSE COMPLEX (GENERAL INDUSTRIAL) APPROVED IN LI ZONING PER CITY OF BLUE SPRINGS UNIFIED DEVELOPMENT CODE § 404.160. PROPOSED USE IS CONSISTENT WITH EXISTING ZONING. PERMITTED AND CONDITIONALLY PERMITTED USES IN THE "LI" LIGHT INDUSTRIAL ZONING DISTRICT.

GENERAL USE

ALL ISSUES PERTAINING TO LIFE SAFETY AND PROPERTY PROTECTING FROM THE HAZARDS OF FIRE, EXPLOSION, OR DANGEROUS CONDITIONS IN NEW AND EXISTING BUILDINGS, STRUCTURES AND PREMISES, AND THE SAFETY OF FIRE FIGHTERS AND EMERGENCY RESPONDERS DURING EMERGENCY OPERATIONS, SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL FIRE CODE.

PAVEMENT NOTES

ALL OFF-STREET PARKING AND LOADING AREAS, EXCEPT THOSE REQUIRED FOR SINGLE-FAMILY OR DUPLEX USES, SHALL BE SURFACED WITH:

1. FIVE (5) INCHES OF CONCRETE;
2. SIX (6) INCHES OF ASPHALT; OR
3. THREE (3) INCHES OF ASPHALT COMBINED WITH EIGHT (8) INCHES OF AGGREGATE BASE AND SUBGRADE BASE.

(#) SITE PLAN KEY NOTES

1. INSTALL 1 VAN ACCESSIBLE ADA PARKING STALL WITH SIGN MOUNTED A MINIMUM OF 6 FEET ABOVE FINISHED GRADE
2. INSTALL 90° PARKING STALLS (TYP.). PAINT 4" PARKING STRIPING, PAINT TO BE LEAD-FREE, WATER-BORNE, EMULSION-BASED TRAFFIC PAINT, WHITE IN COLOR
3. INSTALL PARALLEL PARKING STALLS (TYP.). PAINT 4" PARKING STRIPING, PAINT TO BE LEAD-FREE, WATER-BORNE, EMULSION-BASED TRAFFIC PAINT, WHITE IN COLOR
4. PAINT 4" PARKING STRIPING AT 45°, PAINT TO BE LEAD-FREE, WATER-BORNE, EMULSION-BASED TRAFFIC PAINT, WHITE IN COLOR, AT 2-FT ON-CENTER SPACING (TYP.)
5. PAINT THRU TRAFFIC ARROW, PAINT TO BE LEAD-FREE, WATER-BORNE, EMULSION-BASED TRAFFIC PAINT, WHITE IN COLOR (TYP.)
6. PAINT DO NOT ENTER MARKING, PAINT TO BE LEAD-FREE, WATER-BORNE, EMULSION-BASED TRAFFIC PAINT, WHITE IN COLOR
7. INSTALL STANDARD-DUTY CONCRETE PAVEMENT (TYP.)
8. INSTALL PROPOSED BUILDINGS. REFER TO ARCHITECTURAL PLANS FOR MORE DETAIL
9. INSTALL CONCRETE SIDEWALK (TYP.)
10. INSTALL STRAIGHT BACK CURB AND GUTTER (TYP.)
11. INSTALL 5FT WIDE PUBLIC CONCRETE SIDEWALK WITH BUFFER
12. INSTALL 3FT STEM WALL
13. INSTALL 7FT WIDE CROSSWALK
14. INSTALL NON-LINEAR 8.5FT WIDE, 18.5FT LONG PARKING STALLS
15. INSTALL TRASH ENCLOSURE. REFER TO ARCHITECTURAL PLANS FOR MORE DETAIL

ALTERNATIVE DEVELOPMENT STANDARD

THIS DEVELOPMENT IS REQUESTING A REAR SETBACK REDUCTION FROM 20FT TO 8FT FOR BUILDING E

ZONING

EXISTING: GENERAL BUSINESS (GB)
PROPOSED: LIGHT INDUSTRIAL (LI)

CURRENT USE

VACANT

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0 25 50 100

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CHECKED BY: PJJ

STATE OF MISSOURI
PATRICK J. JOYCE
NUMBER PE-2009030827
PROFESSIONAL ENGINEER
08/21/2024

CAPITAL BUILDERS

SITE PLAN

BLUE SPRINGS FLEX SPACE
3405 NW JEFFERSON ST, BLUE SPRINGS, MO 64015

ORIGINAL ISSUE: 8/19/2024
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C300

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NW DUNCAN RD

NW JEFFERSON ST

BUILDING A
FFE = 929.50'

BUILDING B
FFE = 930.50'

BUILDING C
FFE = 924.50'

BUILDING D
FFE = 924.50'

BUILDING E
FFE = 925.50'

EXPOSED FOUNDATION WALL

APROX. 2.5' WALL

3' STEM WALL ALONG BACK OF BUILDING E

10' SANITARY SEWER ESMT BK 1-41 PG 55

GRADING PLAN LEGEND

- - - - - - - - - -	LIMITS OF DISTURBANCE
1015	EXISTING CONTOUR
1015	PROPOSED CONTOUR
XXX.XX	SPOT ELEVATION
X.XX%	SLOPE ARROW

LIMITS OF DISTURBANCE: 3.77 AC

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STATE OF MISSOURI
PATRICK J. JOYCE
NUMBER PE-2009030826
PROFESSIONAL ENGINEER
08/21/2024

CAPITAL BUILDERS

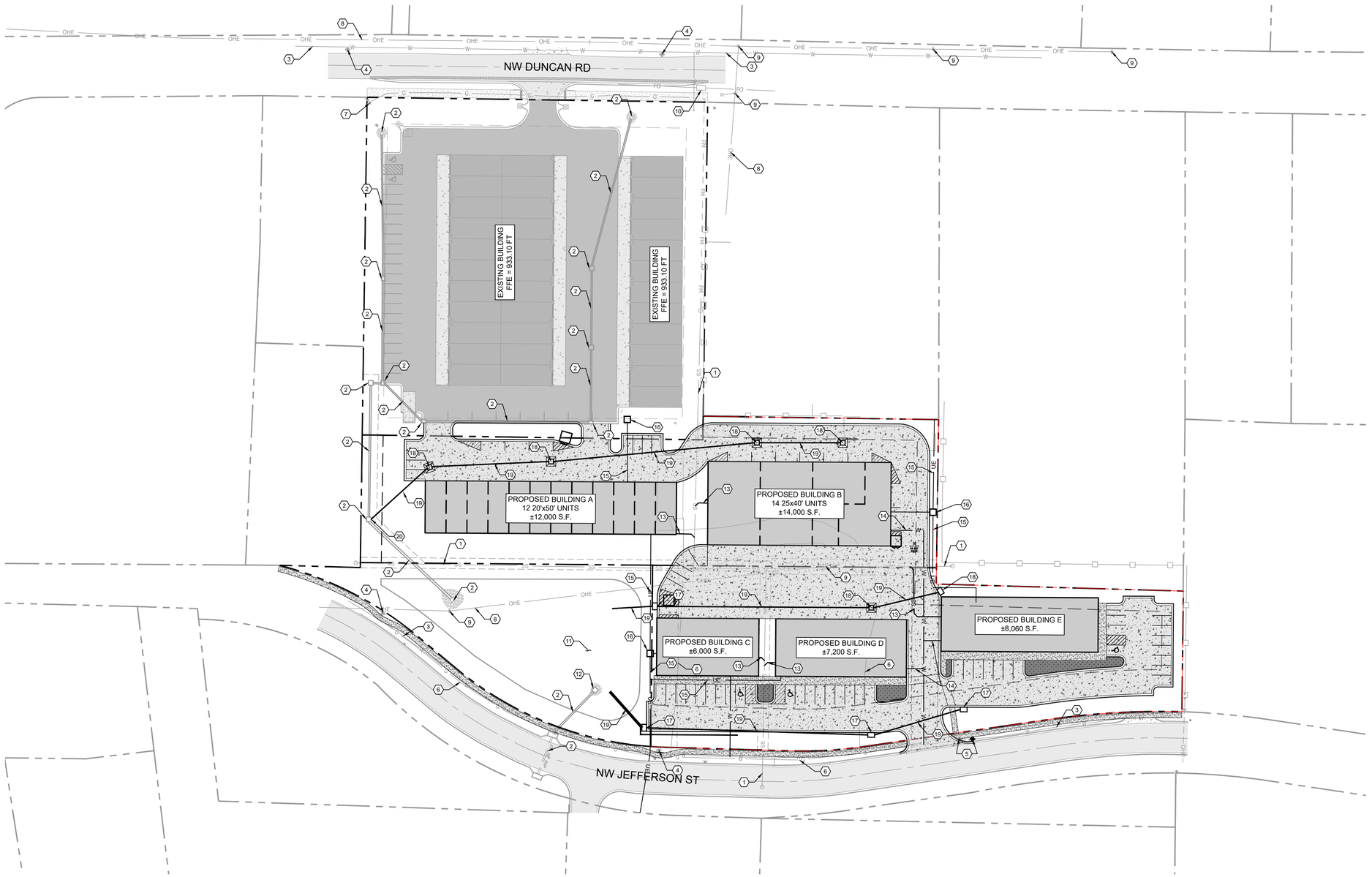
GRADING PLAN

BLUE SPRINGS FLEX SPACE
3405 NW JEFFERSON ST, BLUE SPRINGS, MO 64015

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UTILITY PLAN NOTES

1. UTILITY CONSTRUCTION SHALL COMPLY WITH THE STANDARD SPECIFICATIONS, CODES AND DETAILS OF THE CITY OF BLUE SPRINGS, MISSOURI AND UTILITY PROVIDERS.
2. ROOF DRAINS, GUTTERS, AND DOWNSPOUTS SHALL NOT CONNECT TO THE SANITARY SEWER.
3. ALL MECHANICAL EQUIPMENT SHALL BE SCREENED ACCORDING TO THE CITY OF BLUE SPRINGS, MISSOURI, UDO ONCE EXACT LOCATIONS ARE DETERMINED.

UTILITY PLAN LEGEND

- PROPOSED CURB STORM INLET
- PROPOSED AREA STORM INLET
- PROPOSED STORM SEWER
- SS — PROPOSED SANITARY SEWER
- W — PROPOSED WATER LINE
- UE — PROPOSED UNDERGROUND ELECTRIC LINE
- SS — EXISTING SANITARY SEWER
- W — EXISTING WATER LINE
- G — EXISTING GAS LINE
- OHE — EXISTING OVERHEAD ELECTRIC LINE
- FO — EXISTING FIBER OPTIC LINE

UTILITY PLAN KEY NOTES

1. EXISTING 8" PVC SANITARY SEWER
2. EXISTING STORM SEWER
3. EXISTING WATER MAIN
4. EXISTING FIRE HYDRANT
5. EXISTING FIRE HYDRANT TO BE REMOVED AND RELOCATED
6. EXISTING GAS LINE (TO BE ABANDONED IN PLACE)
7. EXISTING GAS METER
8. EXISTING OVERHEAD UTILITIES
9. EXISTING POWER POLE
10. EXISTING COMMUNICATIONS BOX
11. EXISTING REGIONAL DETENTION BASIN
12. EXISTING DETENTION BASIN OUTFALL STRUCTURE
13. PROPOSED SANITARY SERVICE CONNECTION LINE
14. PROPOSED DOMESTIC WATER CONNECTION LINE
15. PROPOSED UNDERGROUND ELECTRICAL
16. PROPOSED ELECTRICAL TRANSFORMER
17. PROPOSED STORM SEWER CURB INLET
18. PROPOSED STORM SEWER GRATE INLET
19. PROPOSED STORM SEWER PIPE
20. PROPOSED CONNECTION TO EXISTING STORM STRUCTURE

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PROFESSIONAL ENGINEER
08/21/2024

CAPITAL BUILDERS

UTILITY PLAN

BLUE SPRINGS FLEX SPACE
3405 NW JEFFERSON ST, BLUE SPRINGS, MO 64015

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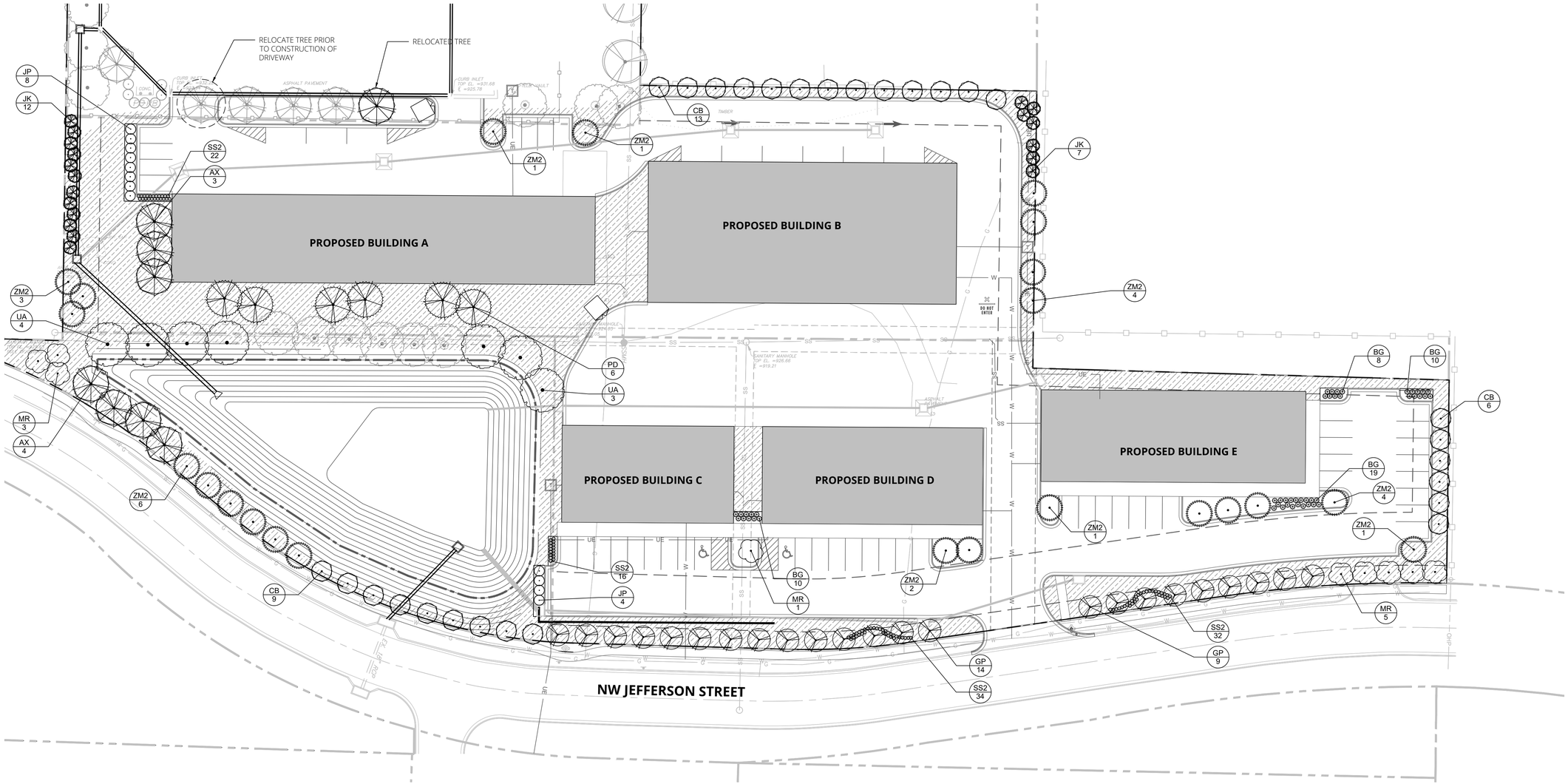
PLANT SCHEDULE

SYMBOL	CODE	QTY	COMMON / BOTANICAL NAME	CONT	CAL	SIZE
DECIDUOUS TREES						
	AX	7	PACIFIC SUNSET MAPLE / ACER TRUNCATUM X PLATANOIDES 'WARRENRED' TM	B & B	2"CAL	
	CB	28	COLUMNAR EUROPEAN HORNBEAM / CARPINUS BETULUS `COLUMNARIS`	B & B	2"CAL	
	GP	23	PRINCETON SENTRY® MAIDENHAIR TREE / GINKGO BILOBA 'PNI 2720'	B & B	2"CAL	
	UA	7	PRINCETON ELM / ULMUS AMERICANA `PRINCETON`	B & B	2"CAL	
	ZM2	23	MUSASHINO SAWLEAF ZELKOVA / ZELKOVA SERRATA `MUSASHINO`	B & B	2"CAL	
EVERGREEN TREES						
	JK	19	KETELEERI CHINESE JUNIPER / JUNIPERUS CHINENSIS 'KETELEERI'	B & B		6` TALL
	PD	6	BLACK HILLS SPRUCE / PICEA GLAUCA 'DENSATA'	B & B		6` TALL

SYMBOL	CODE	QTY	COMMON / BOTANICAL NAME	CONT
ORNAMENTAL TREES				
	MR	9	ROYAL RAINDROPS CRABAPPLE / MALUS X 'ROYAL RAINDROPS'	B & B 1.5
SHRUBS				
	JP	12	SEA GREEN JUNIPER / JUNIPERUS X PFITZERIANA `SEA GREEN`	5 GAL
GRASSES & PERENNIALS				
	BG	47	BLONDE AMBITION BLUE GRAMA / BOUTELOUA GRACILIS	1 GAL
	SS2	104	JAZZ LITTLE BLUESTEM GRASS / SCHIZACHYRIUM SCOPARIUM `JAZZ`	1 GAL
GROUND COVERS				
	TF	64,557 SF	TALL FESCUE / TURF TYPE TALL FESCUE BLEND	SEED

LANDSCAPE REQUIREMENTS SUMMARY

LANDSCAPE AREA	REQUIRED PLANT UNITS (PU)	PROPOSED PLANT UNITS (PU)
FRONTAGE DESIGN BUFFER EDGE ADJACENT TO JEFFERSON STREET	1 SHADE TREE FOR EVERY 75' OF FRONTAGE AND A CONTINUOUS BUFFER = 11 TREES	11 TREES
BUFFERS SOUTH BUFFER: ADJACENT TO JEFFERSON STREET (MINOR COLLECTOR) - BUFFER TYPE B: 15' MINIMUM	15' MINIMUM REQUIRES 45 PUs PER 100 LF = 840' LF / 0.45 = 378 PUs	374 PUs
EAST BUFFER: ADJACENT TO LI ZONING - BUFFER TYPE B: 15' MINIMUM	15' MINIMUM REQUIRES 45 PUs PER 100 LF = 265' LF / 0.45 = 119 PUs	120 PUs
NORTH BUFFER: ADJACENT TO LI ZONING - BUFFER TYPE B: 15' MINIMUM	15' MINIMUM REQUIRES 45 UNITS PER 100 LF = 457' LF / 0.45 = 205 PUs	120 PUs
WEST BUFFER: ADJACENT TO GB ZONING - BUFFER TYPE B: 15' MINIMUM	15' MINIMUM REQUIRES 45 PUs PER 100 LF = 121 LF / 0.45 = 54 PUs	84 PUs
PARKING LOT LANDSCAPING	2 PUs PER UNCOVERED SPACE = 53 SPACES x 2 = 106 PUs	166 PUs
TOTAL PLANT UNITS	864 PUs	864 PUs



1 LANDSCAPE PLAN
SCALE = 1" = 30'

NORTH
0 30' 60'
GRAPHIC SCALE 30'

IF THIS DRAWING IS PRINTED LESS THAN 24" X 36" IN SIZE, IT IS A REDUCED SIZE DRAWING. ADJUST SCALES ACCORDINGLY.

landworks STUDIO
102 S. Cherry Street
Olathe, KS 66061
p. 913.780.6707
www.landworksstudio.com

BLUE SPRINGS FLEX SPACE
Blue Springs, MO 64015

current submittal

LANDSCAPE PLAN

issued: 08/02/2024

revisions

Date	No.

professional seal

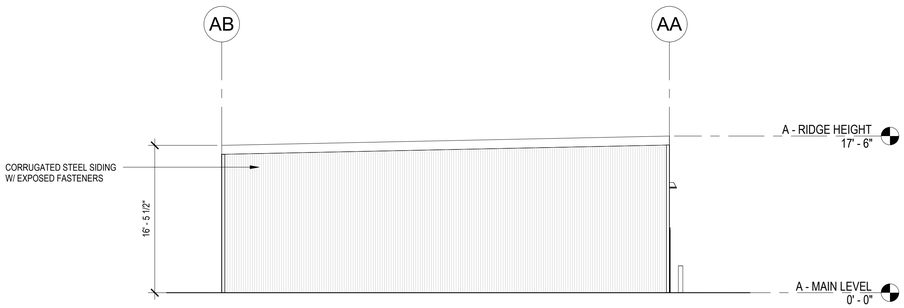
STATE OF MISSOURI
ERICA MAE FLAD
NUMBER LA-2010000196
LANDSCAPE ARCHITECT
9/2/24

LANDSCAPE PLAN

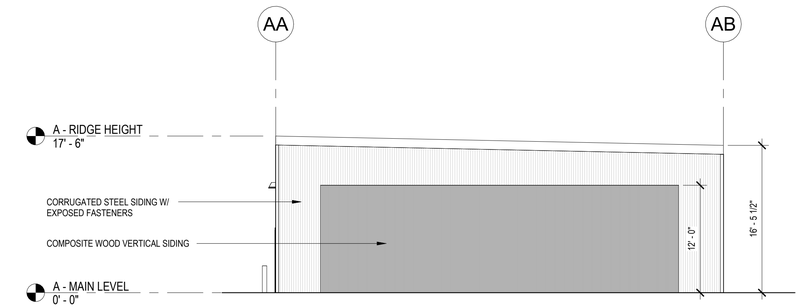
L100

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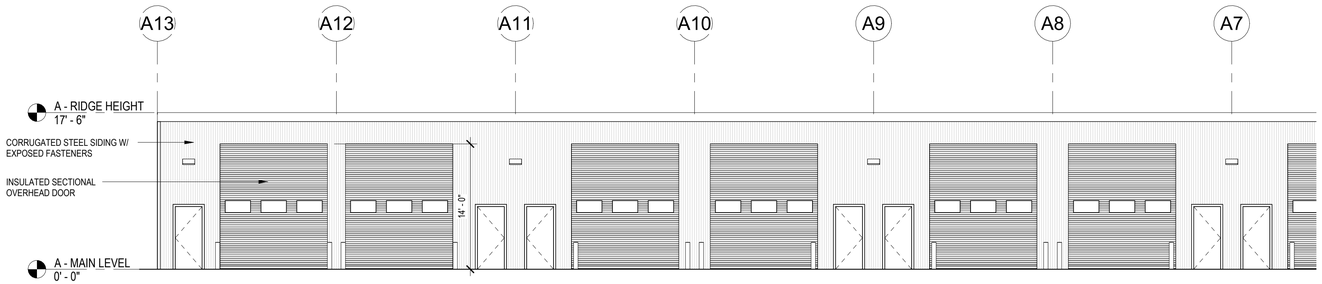
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4 **ELEVATION - BUILDING A (EAST)**
1/8" = 1'-0"



3 **ELEVATION - BUILDING A (WEST)**
1/8" = 1'-0"



2 **ELEVATION - BUILDING A (NORTH) - EAST**
1/8" = 1'-0"



1 **ELEVATION - BUILDING A (NORTH) - WEST**
1/8" = 1'-0"



CORRUGATED STEEL SIDING: MBCI, PBC METAL WALL PANEL, MIDNIGHT BRONZE

COMPOSITE WOOD SIDING: NEWTECH WOOD, EUROPEAN SIDING, NORWEGIAN BOARD, PERUVIAN TEAK

STEEL TRIM

5 **TYPICAL MATERIALS - BUILDING A**
1/4" = 1'-0"

FLEX WAREHOUSE PHASE 2

3420 NW DUNCAN RD.
BLUE SPRINGS, MO 64015

PROJECT NUMBER: 24099

CLIENT:
CAPITAL BUILDERS KC
Address

DEVELOPMENT PLAN

JULY 11, 2024

STATE OF MISSOURI
JACOB AARON LITTRELL
NUMBER A-2011037018
ARCHITECT
7.19.24

Architect: _
License: _

REV.	DATE	ISSUE

ARCHITECT:

six twenty one

SixTwentyOne

1705 SUMMIT ST.
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www.sixtwentyone.com

CIVIL ENGINEER:
KIMLEY HORN
Address

MEP ENGINEER:
GARVER
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STRUCTURAL ENGINEER:
GARVER
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PEMB MNFR:
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Address

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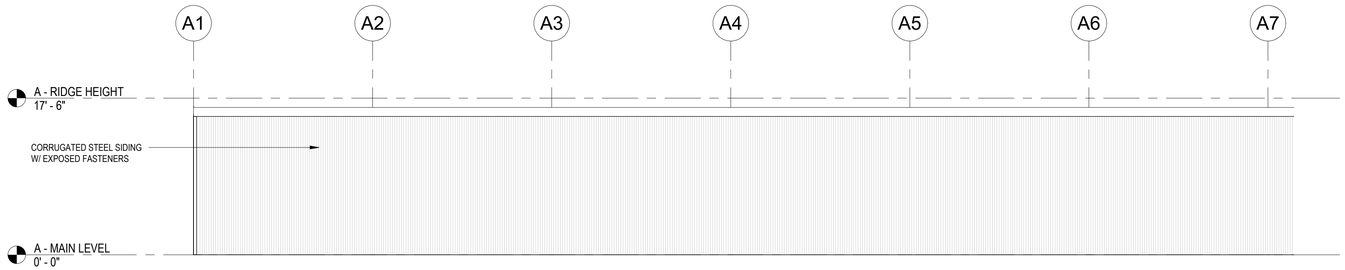
BUILDING A ELEVATIONS

Sheet
A-A201

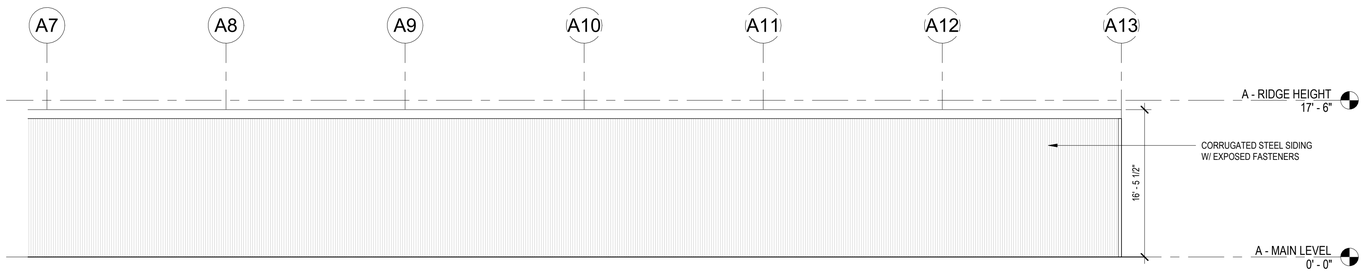
Revision no.

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2 **ELEVATION - BUILDING A (SOUTH) - WEST**
1/8" = 1'-0"



1 **ELEVATION - BUILDING A (SOUTH) - EAST**
1/8" = 1'-0"

Printed: 8/2/2024 3:09:25 PM

FLEX WAREHOUSE PHASE 2

3420 NW DUNCAN RD.
BLUE SPRINGS, MO 64015

PROJECT NUMBER: 24099

CLIENT:
CAPITAL BUILDERS KC
Address

DEVELOPMENT PLAN

JULY 11, 2024

STATE OF MISSOURI
JACOB AARON LITTRELL
NUMBER A-2011037018
ARCHITECT
7.19.24

Architect: _____
License: _____

REV.	DATE	ISSUE

ARCHITECT:

six twenty one

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KANSAS CITY, MO 64108
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KIMLEY HORN
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MEP ENGINEER:
GARVER
Address

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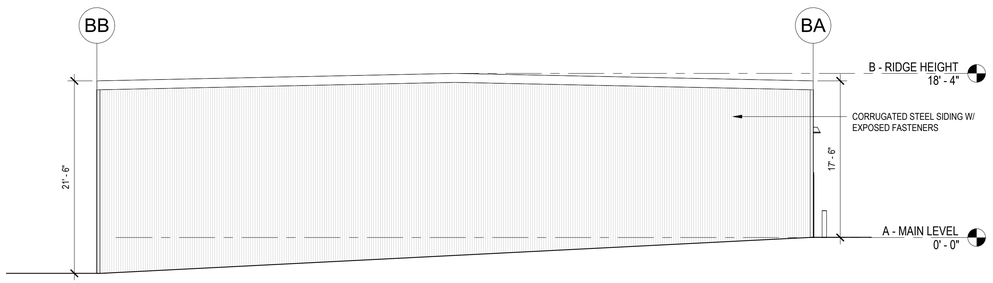
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BUILDING A ELEVATIONS

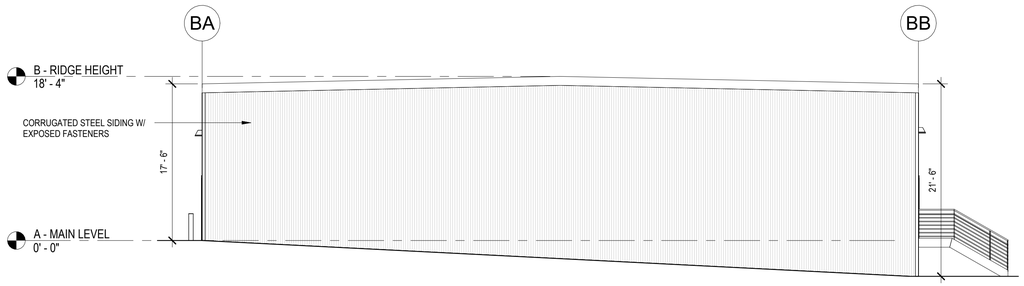
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Revision no.

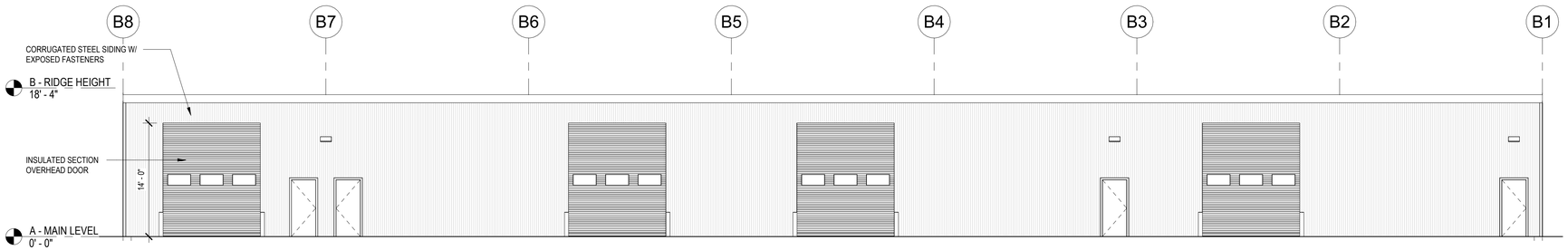
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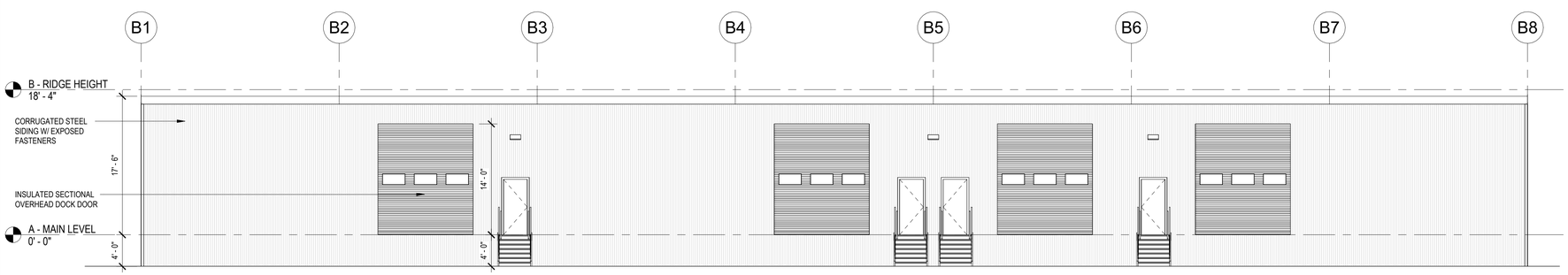
4 **ELEVATION - BUILDING B (EAST)**
1/8" = 1'-0"



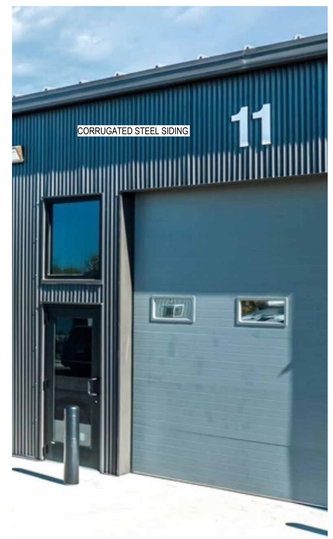
3 **ELEVATION - BUILDING B (WEST)**
1/8" = 1'-0"



2 **ELEVATION - BUILDING B (NORTH)**
1/8" = 1'-0"



1 **ELEVATION - BUILDING B (SOUTH)**
1/8" = 1'-0"



CORRUGATED STEEL SIDING: MBCI, PBC METAL WALL PANEL, MIDNIGHT BRONZE

STEEL TRIM

5 **TYPICAL MATERIALS - BUILDING B**
1/4" = 1'-0"

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DEVELOPMENT PLAN

JULY 11, 2024

STATE OF MISSOURI
JACOB AARON LITTRELL
NUMBER A-2011037018
ARCHITECT
7.19.24

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ARCHITECT:

six twenty one

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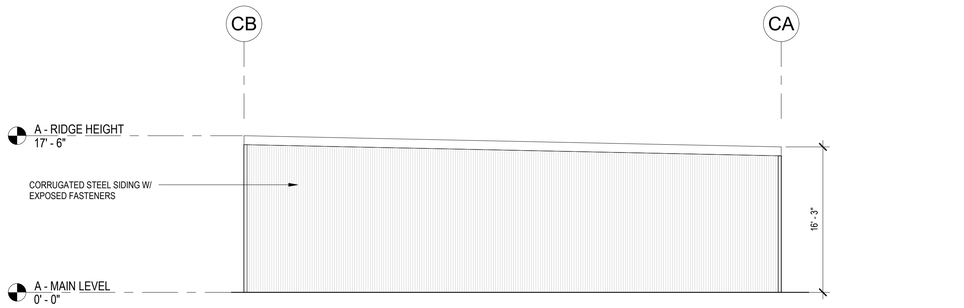
BULIDING B ELEVATIONS

Sheet: B-A201

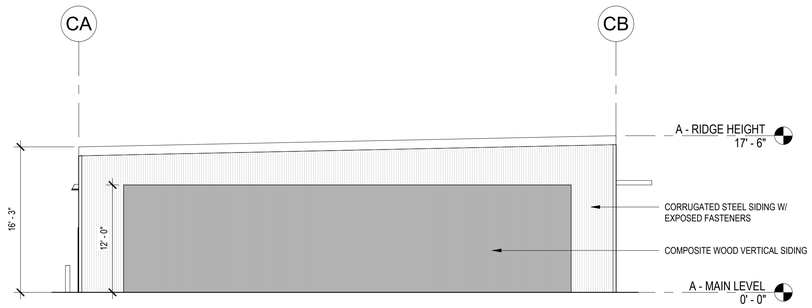
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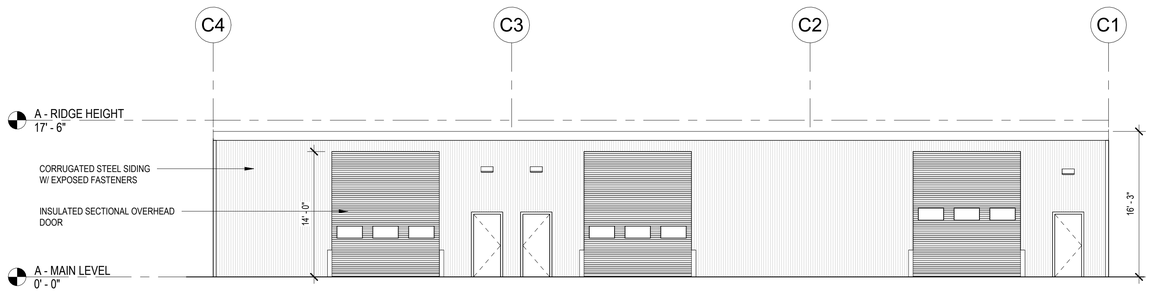
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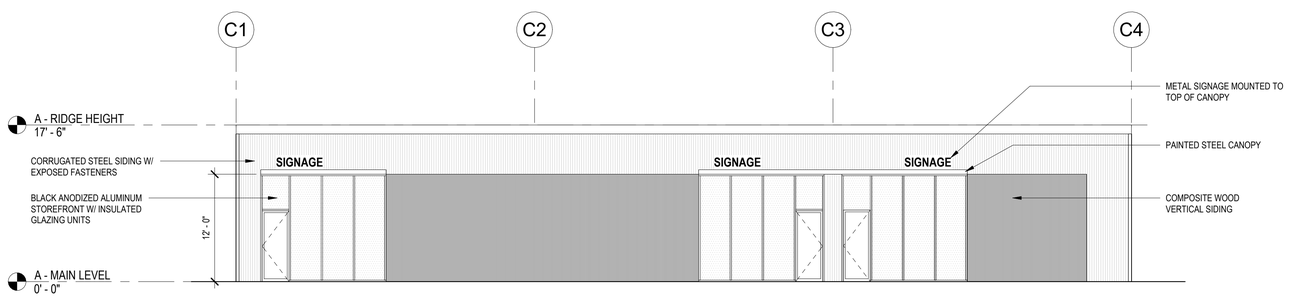
4 **ELEVATION - BUILDING C (EAST)**
1/8" = 1'-0"



3 **ELEVATION - BUILDING C (WEST)**
1/8" = 1'-0"



2 **ELEVATION - BUILDING C (NORTH)**
1/8" = 1'-0"



1 **ELEVATION - BUILDING C (SOUTH)**
1/8" = 1'-0"



CORRUGATED STEEL SIDING: MBCI, PBC METAL WALL PANEL, MIDNIGHT BRONZE

COMPOSITE WOOD SIDING: NEWTECH WOOD, EUROPEAN SIDING, NORWEGIAN BOARD, PERUVIAN TEAK

STEEL TRIM

5 **TYPICAL MATERIALS - BUILDING C**
1/4" = 1'-0"

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JULY 11, 2024

STATE OF MISSOURI
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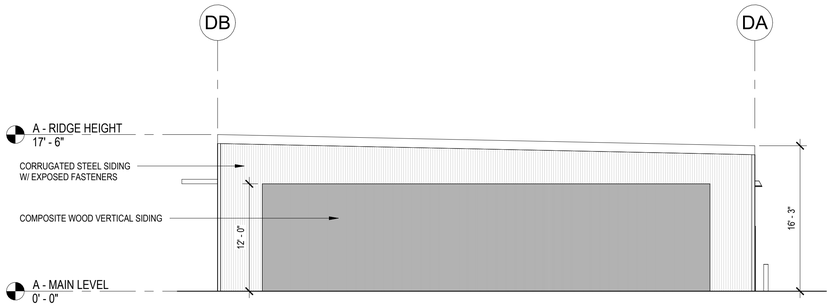
BUILDING C ELEVATIONS

Sheet | Revision no.

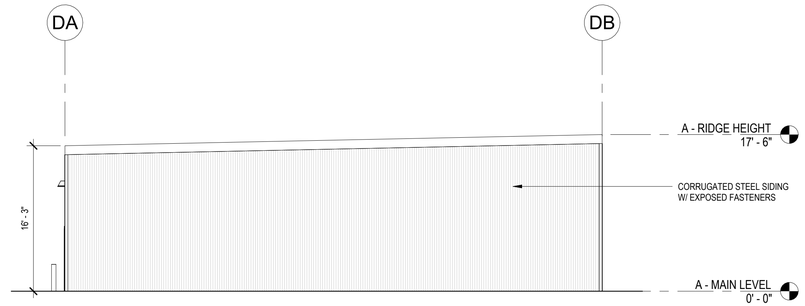
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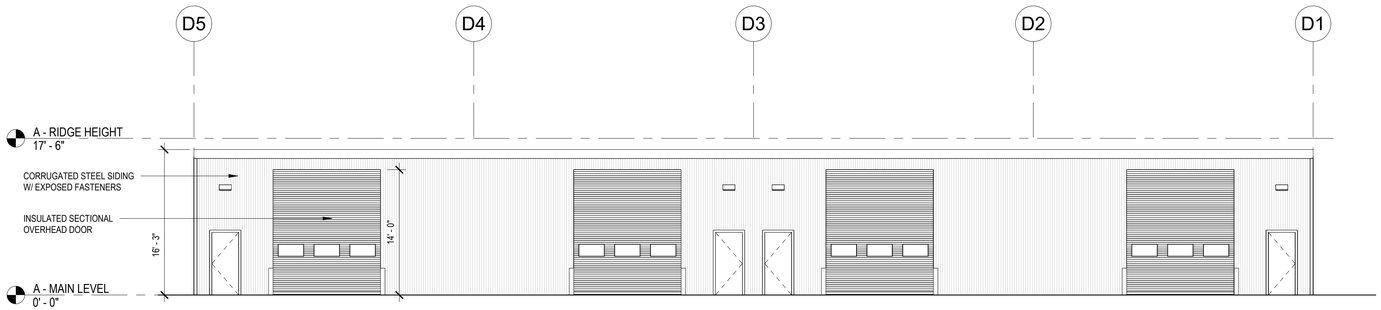
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08/21/2024 1:25:23 PM



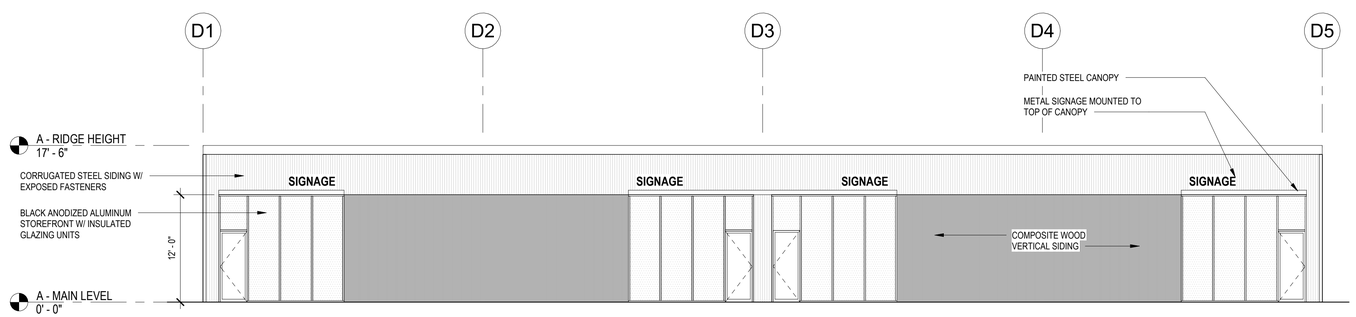
4 **ELEVATION - BUILDING D (EAST)**
1/8" = 1'-0"



3 **ELEVATION - BUILDING D (WEST)**
1/8" = 1'-0"



2 **ELEVATION - BUILDING D (NORTH)**
1/8" = 1'-0"



1 **ELEVATION - BUILDING D (SOUTH)**
1/8" = 1'-0"



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COMPOSITE WOOD SIDING: NEWTECH WOOD, EUROPEAN SIDING, NORWEGIAN BOARD, PERUVIAN TEAK

STEEL TRIM

5 **TYPICAL MATERIALS - BUILDINGS D & E**
1/4" = 1'-0"

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ARCHITECT
7.19.24

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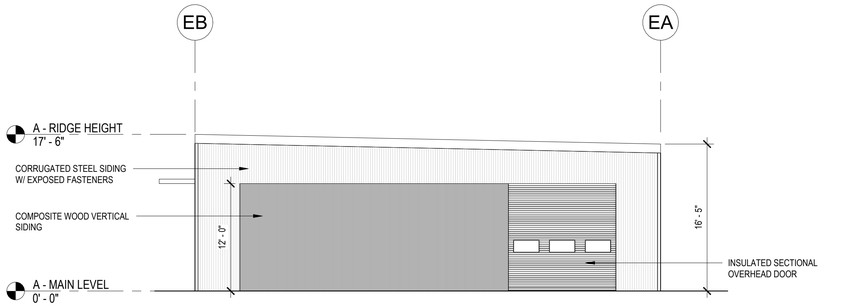
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BUILDING D ELEVATIONS

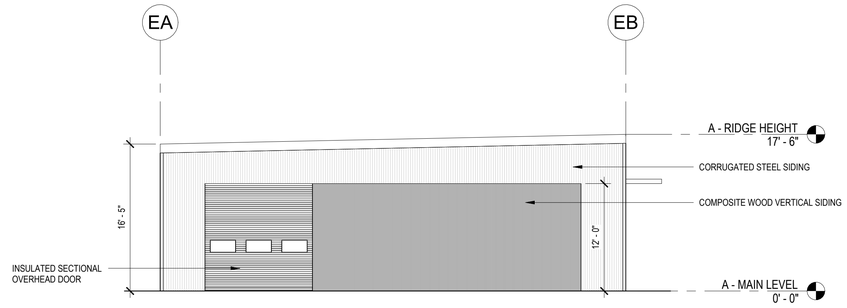
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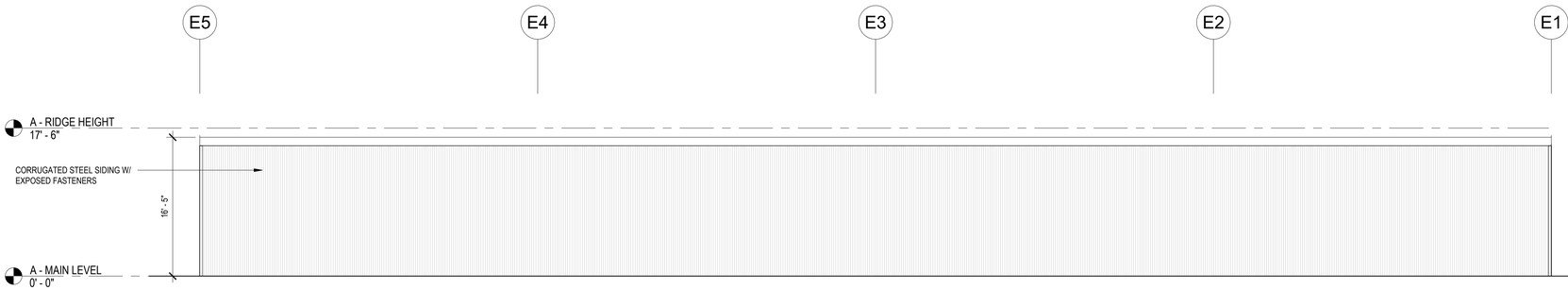
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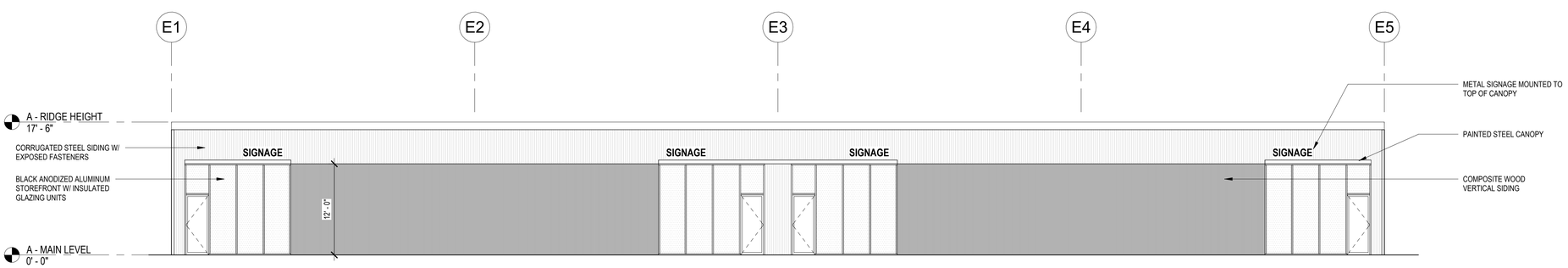
4 **ELEVATION - BUILDING E (EAST)**
1/8" = 1'-0"



3 **ELEVATION - BUILDING E (WEST)**
1/8" = 1'-0"



2 **ELEVATION - BUILDING E (NORTH)**
1/8" = 1'-0"



1 **ELEVATION - BUILDING E (SOUTH)**
1/8" = 1'-0"

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BUILDING E ELEVATIONS

Sheet

E-A201

Revision no.

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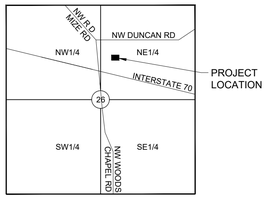
PRELIMINARY PLAT
FOR
BLUE SPRINGS FLEX SPACE
HAL PARK SUBDIVISION SECOND PLAT

NE $\frac{1}{4}$, SECTION S26, TOWNSHIP 49N, RANGE 31W
BLUE SPRINGS, JACKSON COUNTY, MISSOURI 64015

811 Know what's **below.** **Call** before you dig.

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	LI (LIGHT INDUSTRIAL)	
B	**LAND AREA SUMMARY**		
	EXISTING & PROPOSED	±4.19	ACRES
C	**LAND USE**		
	EXISTING	VACANT	
	PROPOSED	WAREHOUSE/OFFICE	
D	**IMPERVIOUS AREA**		
	EXISTING	0.9	21%
	PROPOSED	2.8	65%
E	**BUILDING INFORMATION**		
	GROSS FLOOR AREA (SF)	±47,560	
	BUILDING COVERAGE	38%	
F	**PARKING COUNT**		
	STALLS REQUIRED	48	
	STANDARD STALLS PROVIDED	66	
	ADA STALLS REQUIRED	1	
	ADA STALLS PROVIDED	1	
G	**BUILDING STANDARDS SUMMARY**		
	FRONT SETBACK	40' B/L	
	SIDE SETBACK	20' B/L	
	REAR SETBACK	20' B/L	
	MAX BUILDING COVERAGE	85% OF LOT AREA MAX.	
	MAX BUILDING HEIGHT	45'	

SURVEY NOTE

THE BEARING SHOWN HEREON ARE BASED ON STATE PLAN COORDINATE SYSTEM, MISSOURI WEST ZONE NAD83.

LEGAL DESCRIPTION

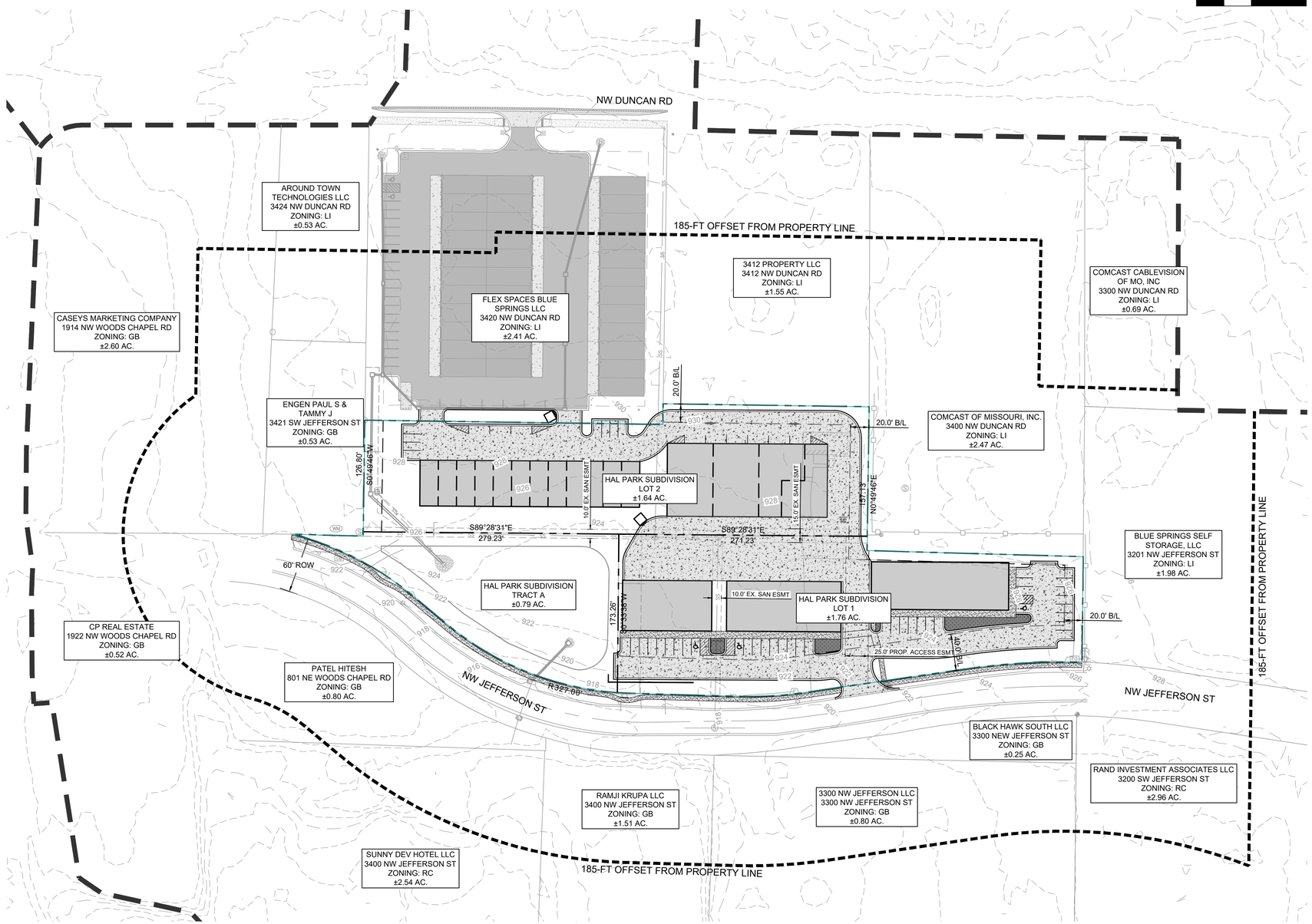
ALL THAT PART OF THE NORTHEAST QUARTER AND ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 49 NORTH, RANGE 31 WEST, IN THE CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 26, THENCE SOUTH 02 DEGREES 19 MINUTES 36 SECONDS WEST, WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26, A DISTANCE OF 719.62 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF NW DUNCAN ROAD; THENCE SOUTH 89 DEGREES 10 MINUTES 14 SECONDS EAST (NORTH 88 DEGREES 53 MINUTES EAST DEED), WITH THE SOUTH RIGHT-OF-WAY NW DUNCAN ROAD, A DISTANCE OF 300.10 FEET (302.15 FEET DEED); THENCE SOUTH 00 DEGREES 49 MINUTES 46 SECONDS WEST (SOUTH 01 DEGREE 07 MINUTES EAST DEED), AND NO LONGER WITH THE SOUTH RIGHT-OF-WAY LINE OF NW DUNCAN ROAD, A DISTANCE OF 300.00 FEET, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 10 MINUTES 14 SECONDS EAST, A DISTANCE OF 225.00 FEET; THENCE SOUTH 00 DEGREES 49 MINUTES 46 SECONDS WEST, A DISTANCE OF 157.13 FEET (155.01 FEET DEED); THENCE SOUTH 88 DEGREES 21 MINUTES 49 SECONDS EAST, A DISTANCE OF 236.22 FEET TO A POINT ON THE WEST LINE OF CIRRUS ENTERPRISES - 1ST PLAT LOT 1; THENCE SOUTH 00 DEGREES 43 MINUTES 31 SECONDS WEST, A DISTANCE OF 115.24 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF NW JEFFERSON STREET; THENCE WITH THE NORTH RIGHT-OF-WAY LINE OF NW JEFFERSON STREET ON A CURVE TO THE LEFT HAVING A RADIUS OF 746.20 FEET, A CENTRAL ANGLE OF 09 DEGREES 53 MINUTES 31 SECONDS, WITH AN INITIAL TANGENT BEARING OF NORTH 88 DEGREES 26 MINUTES 41 SECONDS WEST, AN ARC DISTANCE OF 128.83 FEET; THENCE SOUTH 81 DEGREES 39 MINUTES 47 SECONDS WEST, CONTINUING WITH THE NORTH RIGHT-OF-WAY LINE OF NW JEFFERSON STREET, A DISTANCE OF 176.89 FEET TO A POINT OF CURVATURE; THENCE CONTINUING WITH THE NORTH RIGHT-OF-WAY LINE OF NW JEFFERSON STREET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 406.39 FEET, A CENTRAL ANGLE OF 09 DEGREES 58 MINUTES 24 SECONDS, AN ARC DISTANCE OF 70.74 FEET; THENCE NORTH 88 DEGREES 21 MINUTES 49 SECONDS WEST, CONTINUING WITH THE NORTH RIGHT-OF-WAY LINE OF NW JEFFERSON STREET, A DISTANCE OF 119.79 FEET TO A POINT OF CURVATURE; THENCE CONTINUING WITH THE NORTH RIGHT-OF-WAY LINE OF NW JEFFERSON STREET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 327.00 FEET, A CENTRAL ANGLE OF 38 DEGREES 14 MINUTES 59 SECONDS, AN ARC DISTANCE OF 218.30 FEET; THENCE NORTH 50 DEGREES 06 MINUTES 49 SECONDS WEST, CONTINUING WITH THE NORTH RIGHT-OF-WAY LINE OF NW JEFFERSON STREET, A DISTANCE OF 46.50 FEET TO A POINT OF CURVATURE; THENCE CONTINUING WITH THE NORTH RIGHT-OF-WAY LINE OF NW JEFFERSON STREET ON A CURVE TO THE LEFT HAVING A RADIUS OF 339.60 FEET, A CENTRAL ANGLE OF 25 DEGREES 18 MINUTES 51 SECONDS, AN ARC DISTANCE OF 150.04 FEET TO A POINT ON THE SOUTH LINE OF LOT 2, DUNCAN PLAZA 1ST PLAT; THENCE SOUTH 88 DEGREES 21 MINUTES 55 SECONDS EAST (NORTH 89 DEGREES 40 MINUTES 00 SECONDS EAST PLAT) WITH THE SOUTH LINE OF SAID LOT 2, AND NO LONGER WITH THE NORTH RIGHT-OF-WAY LINE OF JEFFERSON STREET, A DISTANCE OF 77.18 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 00 DEGREES 49 MINUTES 46 SECONDS EAST (NORTH 01 DEGREE 07 MINUTES WEST PLAT) WITH THE WEST LINE OF LOT 2 DUNCAN PLAZA 1ST PLAT, A DISTANCE OF 126.79 FEET; THENCE SOUTH 89 DEGREES 10 MINUTES 14 SECONDS EAST, NO LONGER WITH THE WEST LINE OF LOT 2 DUNCAN PLAZA 1ST PLAT, A DISTANCE OF 325.46 FEET; THENCE NORTH 00 DEGREES 49 MINUTES 46 SECONDS EAST, A DISTANCE OF 22.58 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED TRACT CONTAINS 182,678 SQUARE FEET, OR 4.19 ACRES.

Kimley-Horn hereby certifies that this preliminary plat provides an accurate representation of the proposed property/plan.

PATRICK JOYCE, PE — Date

NORTH

GRAPHIC SCALE IN FEET
0 30 60 120



NOTE: AERIAL IMAGERY IS FROM NEARMAPS AND IS WAS NOT THE RESULT OF A TOPOGRAPHICAL SURVEY. SOME SPACIAL DISCREPANCY MAY BE PRESENT.

No.	REVISIONS	DATE	BY

Kimley»Horn

© 2024 KIMLEY-HORN AND ASSOCIATES, INC.

8140 PENNSYLVANIA AVENUE, SUITE 150
KANSAS CITY, MO 64105
PHONE: 816-560-6500
WWW.KIMLEY-HORN.COM

SCALE: AS NOTED
DESIGNED BY: LLG
DRAWN BY: LLG
CHECKED BY: PJJ

CAPITAL BUILDERS

PRELIMINARY PLAT

BLUE SPRINGS FLEX SPACE
3405 NW JEFFERSON ST, BLUE SPRINGS, MO 64015

ORIGINAL ISSUE: 8/2/2024
KHA PROJECT NO. 268442002
SHEET NUMBER
PLAT

Received
08/21/2024 1:18:03 PM

Drawing name: K:\KNC_LDEV\268442002_Blue Springs Flex Space\2 Design\CAD\PlanSheets\C600 PRELIMINARY PLAT.dwg C600 - PRELIMINARY PLAT Aug 02, 2024 10:34am by logan.green
This document, together with the concepts and designs presented therein, 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.

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 #:	RZ-07-24-9217; GDP-07-24-9218; PP-07-24-9219
PC MEETING:	8/26/2024
CC MEETING:	9/3/2024
BOA MEETING:	
NEWSPAPER:	8/7/2024
NOTICE LETTERS:	8/7/2024
PLANNER:	Dave McCumber

PROJECT LOCATION INFORMATION (*separate applications required if project boundaries differ*)

Blue Springs Flex Space
Project Name

35-510-03-47-00-0-00-000 & 35-510-03-46-00-0-00-000 Attached
Project Address (Parcel ID if No Address Assigned or Multiple Addresses) **Legal Description (attach as a separate page if too large)**

GB	Vacant	LI	Warehouse/Office	4.2 AC	
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

Patrick Joyce, PE	Kimley-Horn	(816) 281-7687	patrick.joyce@kimley-horn.com
Name of Applicant	Company	Phone	Email Address

805 Pennsylvania Ave, Suite 150	Kansas City	MO	64105
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 _____ July 11th, 2024
Applicant Signature **Date**

Matthew Hendrickson		(816) 694-1369	matt@capitalbuilderskc.com
Name of Property Owner		Phone	Email Address

1507 NE Wall St	Lee's Summit	MO	64086
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 _____ July 11th, 2024
Property Owner Signature **Date**

Received
07/12/2024 10:23:18 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 proposed development includes 5 new buildings, associated drives, and parking.

Received
07/12/2024 10:23:20 AM

CONTACT INFORMATION SHEET

PROJECT LEAD

Name	Company Name		
Patrick Joyce, PE	Kimley-Horn		
Address	**City**	**State**	**Zip**
805 Pennsylvania Ave, Suite 150	Kansas City	MO	64105
Email	**Phone**	**Fax**	
patrick.joyce@kimley-horn.com	(816) 281-7687		

DEVELOPER

Name	Company Name		
Matthew Hendrickson	Capital Builders, LLC		
Address	**City**	**State**	**Zip**
1507 NE Wall St	Lee's Summit	MO	64086
Email	**Phone**	**Fax**	
matt@capitalbuilderskc.com	(816) 694-1369		

ENGINEER

Name	Company Name		
Patrick Joyce, PE	Kimley-Horn		
Address	**City**	**State**	**Zip**
805 Pennsylvania Ave, Suite 150	Kansas City	MO	64105
Email	**Phone**	**Fax**	
patrick.joyce@kimley-horn.com	(816) 281-7687		

ARCHITECT

Name	Company Name		
Jacob Littrell, RA, LEED AP BD+C	SixTwentyOne		
Address	**City**	**State**	**Zip**
1705 Summit St	Kansas City	MO	64108
Email	**Phone**	**Fax**	
jacob@sixtwentyone.com	(816) 609-8633		

SURVEYOR

Name	Company Name		
Address	**City**	**State**	**Zip**
			66061
Email	**Phone**	**Fax**	

LANDSCAPE ARCHITECT

Name	Company Name		
Erica Flad, PLA, LEED GA	Landworks Studio		
Address	**City**	**State**	**Zip**
102 S Cherry St.	Olathe	KS	66061
Email	**Phone**	**Fax**	
erica@landworksstudio.com	(913) 780-6707		

ATTORNEY

Name	Company Name		
Address	**City**	**State**	**Zip**
Email	**Phone**	**Fax**	

OTHER CONTACT

Name	Company Name		
Address	**City**	**State**	**Zip**
Email	**Phone**	**Fax**	

Received
07/12/2024 10:23:20 AM

PUBLIC NOTICE

Rezoning | RZ-07-24-9217 & General Development Plan | GDP-07-24-9218
"Blue Springs Flex Space"
3405 NW Jefferson Street
Parcel # 35-510-03-47-00-0-00-000
Parcel # 35-510-03-46-00-0-00-000

Notice is hereby given that a public hearing will be held by the Planning Commission of the City of Blue Springs on **Monday, August 26, 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, Patrick Joyce of Kimley-Horn, on behalf of the property owner, Matthew Hendrickson, for approval of a Rezoning from "GB" (General Business) to "LI" (Light Industrial) and a General Development Plan to offer light industrial/flex garage spaces intended for small business tenants. Interested parties may view the application materials on file by contacting the Community Development Department via email at ComDevLegal@bluespringsgov.com or at City Hall at 903 W Main Street, Blue Springs, MO. The site is legally described as follows:

All that part of the Northeast Quarter and all that part of the Northwest Quarter of Section 26, Township 49 North, Range 31 West, in the City of Blue Springs, Jackson County, Missouri, being more particularly described as follows: commencing at the northwest corner of the Northeast Quarter of said Section 26, thence South 02 degrees 19 minutes 36 seconds West, with the west line of the Northeast Quarter of said Section 26, a distance of 719.62 feet to a point on the south right-of-way line of NW Duncan Road; thence South 89 degrees 10 minutes 14 seconds East (North 88 degrees 53 minutes East deed), with the south right-of-way NW Duncan Road, a distance of 300.10 feet (302.15 feet deed); thence South 00 degrees 49 minutes 46 seconds West (South 01 degree 07 minutes East deed), and no longer with the south right-of-way line of NW Duncan Road, a distance of 300.00 feet, said point being the point of beginning; thence South 89 degrees 10 minutes 14 seconds East, a distance of 225.00 feet; thence South 00 degrees 49 minutes 46 seconds West, a distance of 157.13 feet (155.01 feet deed); thence South 88 degrees 21 minutes 49 seconds East, a distance of 236.22 feet to a point on the west line of Cirrus Enterprises - 1st Plat Lot 1; thence South 00 degrees 43 minutes 31 seconds West, a distance of 115.24 feet to a point on the north right-of-way line of NW Jefferson Street; thence with the north right-of-way line of NW Jefferson Street on a curve to the left having a radius of 746.20 feet, a central angle of 09 degrees 53 minutes 31 seconds, with an initial tangent bearing of North 88 degrees 26 minutes 41 seconds West, an arc distance of 128.83 feet; thence South 81 degrees 39 minutes 47 seconds West, continuing with the north right-of-way line of NW Jefferson Street, a distance of 176.89 feet to a point of curvature; thence continuing with the north right-of-way line of NW Jefferson Street on a curve to the right having a radius of 406.39 feet, a central angle of 09 degrees 58 minutes 24 seconds, an arc distance of 70.74 feet; thence North 88 degrees 21

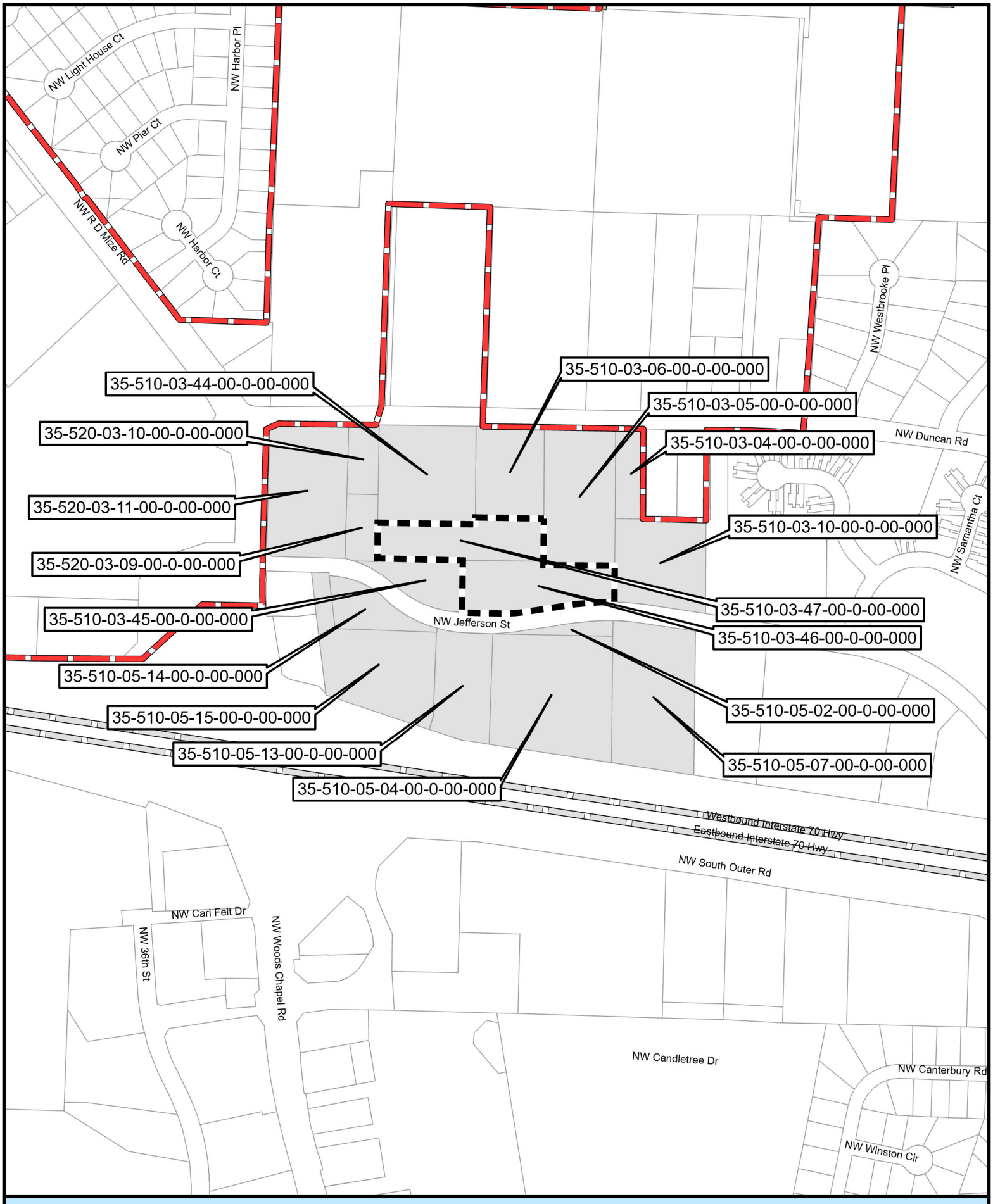
minutes 49 seconds West, continuing with the north right-of-way line of NW Jefferson Street, a distance of 119.79 feet to a point of curvature; thence continuing with the north right-of-way line of NW Jefferson Street on a curve to the right having a radius of 327.00 feet, a central angle of 38 degrees 14 minutes 59 seconds, an arc distance of 218.30 feet; thence North 50 degrees 06 minutes 49 seconds West, continuing with the north right-of-way line of NW Jefferson Street, a distance of 46.50 feet to a point of curvature; thence continuing with the north right-of-way line of NW Jefferson Street on a curve to the left having a radius of 339.60 feet, a central angle of 25 degrees 18 minutes 51 seconds, an arc distance of 150.04 feet to a point on the south line of Lot 2, Duncan Plaza 1st Plat; thence South 88 degrees 21 minutes 55 seconds East (North 89 degrees 40 minutes 00 seconds East plat) with the south line of said Lot 2, and no longer with the north right-of-way line of Jefferson Street, a distance of 77.18 feet to the southeast corner of said Lot 2; thence North 00 degrees 49 minutes 46 seconds East (North 01 degree 07 minutes West plat) with the west line of Lot 2 Duncan Plaza 1st Plat, a distance of 126.79 feet; thence South 89 degrees 10 minutes 14 seconds East, no longer with the west line of Lot 2 Duncan Plaza 1st Plat, a distance of 325.46 feet; thence North 00 degrees 49 minutes 46 seconds East, a distance of 22.58 feet to the point of beginning. The above described tract contains 182,678 square feet, or 4.19 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 Rezoning and General Development Plan on **Tuesday, September 3, 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

PUBLISH: Saturday, August 10, 2024
E-MAIL TO THE EXAMINER: legals@examiner.net
08/07/2024



The City of Blue Springs Missouri

RZ-07-24-9217 | GDP 07-24-9218
PARCEL # 35-510-03-47-00-0-00-000
35-510-03-46-00-0-00-000
185' NOTIFICATION MAP

N

1 inch = 400 feet
Date: 7/29/2024

Parcel ID	Situs Address	Situs City	Situs State	Situs ZipCode	Owner	Owner Address
35-510-05-04-00-0-00-000	3300 NW JEFFERSON ST	BLUE SPRINGS	MO	64015	3300 NW JEFFERSON LLC | BLACK HAWK SOUTH LLC | BLACK HAWK ADRIAN LLC	3700 MONTEREY DR STE A COLUMBIA, MO 65203 | 3700 MONTEREY DR STE A COLUMBIA, MO 65203 | 3700 MONTEREY DR STE A COLUMBIA, MO 65203
35-510-05-13-00-0-00-000	3400 NW JEFFERSON ST UNIT A	BLUE SPRINGS	MO	64015	RAMJI KRUPA LLC | SHIV RAJ LLC & SUNNY HOTELS LLC	10750 BARKLEY ST OVERLAND PARK, KS 66211 | 10750 BARKLEY ST OVERLAND PARK, KS 66211
35-510-03-10-00-0-00-000	3201 NW JEFFERSON ST	BLUE SPRINGS	MO	64015	BLUE SPRINGS SELF STORAGE LLC	8300 NE UNDERGROUND DR KANSAS CITY, MO 64161
35-520-03-09-00-0-00-000	3421 NW JEFFERSON ST UNIT A	BLUE SPRINGS	MO	64015	ENGEN PAUL S & TAMMY J	3421 JEFFERSON BLUE SPRINGS, MO 64015
35-510-03-04-00-0-00-000	3300 NW DUNCAN RD	BLUE SPRINGS	MO	64015	COMCAST CABLEVISION OF MO INC	ONE COMCAST CENTER PHILADELPHIA, PA 19103
35-520-03-10-00-0-00-000	3424 NW DUNCAN RD UNIT A	BLUE SPRINGS	MO	64015	AROUND TOWN TECHNOLOGIES LLC	3424 NW DUNCAN RD BLUE SPRINGS, MO 64015
35-510-05-14-00-0-00-000	NO ADDRESS ASSIGNED BY CITY	BLUE SPRINGS	MO	64015	PATEL HITESH	3120 SW JEFFERSON ST BLUE SPRINGS, MO 64015
35-510-05-07-00-0-00-000	3200 NW JEFFERSON ST	BLUE SPRINGS	MO	64015	RAND INVESTMENT ASSOCIATES LLC	29203 SE RYAN RD BLUE SPRINGS, MO 64014
35-510-05-15-00-0-00-000	3400 NW JEFFERSON ST UNIT B	BLUE SPRINGS	MO	64015	SUNNY DEV HOTEL LLC	3402 NW JEFFERSON ST BLUE SPRINGS, MO 64015
35-510-03-05-00-0-00-000	3400 NW DUNCAN RD	BLUE SPRINGS	MO	64015	COMCAST OF MISSOURI INC	ONE COMCAST CENTER PHILADELPHIA, PA 19103
35-510-03-06-00-0-00-000	3412 NW DUNCAN RD	BLUE SPRINGS	MO	64015	3412 PROPERTY LLC	1008 SE BLUE PARKWAY LEES SUMMIT, MO 64063
35-510-05-02-00-0-00-000	3300 NW JEFFERSON ST	BLUE SPRINGS	MO	64015	BLACK HAWK SOUTH LLC | BLACK HAWK ADRIAN LLC | 3300 NW JEFFERSON LLC	3700 MONTEREY DR STE A COLUMBIA, MO 65203 | 3700 MONTEREY DR STE A COLUMBIA, MO 65203 | 3700 MONTEREY DR STE A COLUMBIA, MO 65203
35-520-03-11-00-0-00-000	1908 NW WOODS CHAPEL RD	BLUE SPRINGS	MO	64015	CASEYS MARKETING COMPANY	PO BOX 54288 LEXINGTON, KY 40555
35-510-03-44-00-0-00-000	3418 NW DUNCAN RD	BLUE SPRINGS	MO	64015	FLEX SPACES BLUE SPRINGS LLC	1507 NE WALL ST LEES SUMMIT, MO 64086
35-510-03-47-00-0-00-000	3401 NW JEFFERSON ST	BLUE SPRINGS	MO	64015	FLEX SPACES BLUE SPRINGS #2 LLC	1507 NE WALL ST LEES SUMMIT, MO 64086
35-510-03-46-00-0-00-000	3405 NW JEFFERSON ST	BLUE SPRINGS	MO	64015	FLEX SPACES BLUE SPRINGS #2 LLC	1507 NE WALL ST LEES SUMMIT, MO 64086
35-510-03-45-00-0-00-000	3409 NW JEFFERSON ST	BLUE SPRINGS	MO	64015	FLEX SPACES BLUE SPRINGS #2 LLC	1507 NE WALL ST LEES SUMMIT, MO 64086

Blue Springs, Missouri
Community Development

August 9, 2024

Ref: Public Hearing: Rezoning | RZ-07-24-9217 & General Development Plan | GDP-07-24-9218
"Blue Springs Flex Space"
3405 NW Jefferson Street
Parcel # 35-510-03-47-00-0-00-000
Parcel # 35-510-03-46-00-0-00-000

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, Patrick Joyce of Kimley-Horn, on behalf of the property owner, Matthew Hendrickson, for approval of a Rezoning from "GB" (General Business) to "LI" (Light Industrial) and a General Development Plan to offer light industrial/flex garage spaces intended for small business tenants.

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 26, 2024 @ 6:30 p.m.
&
City Council – Tuesday, September 3, 2024 @ 6:00 p.m.

Your attendance and comments are welcome at these meetings. Questions concerning this matter may be directed to the Community Development Department at 816-228-0207.

Sincerely,

CITY OF BLUE SPRINGS
COMMUNITY DEVELOPMENT

Dave McCumber
Development Review Manager

Introduced by Councilmember _____ BILL NO. 5251
(RZ-07-27-9217)

ORDINANCE NO. _____

AN ORDINANCE APPROVING REZONING PROPERTY LOCATED AT 3405 NW JEFFERSON STREET, WHICH CONTAINS 4.19 +/- ACRES OF LAND, FROM "GB" (GENERAL BUSINESS) AND "LI" (LIGHT INDUSTRIAL) TO "LI" (LIGHT INDUSTRIAL) FOR FLEX SPACES

WHEREAS, proper application having been made for Rezoning of property hereinafter described; and

WHEREAS, in accordance with Title IV, Unified Development 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 26, 2024, which the Commission, after said hearing, recommended that the application for rezoning be approved; and

WHEREAS, thereafter a public hearing was held by City Council on September 3, 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 the following described tracts of real estate is hereby rezoned from "GB" (General Business) and "LI" (Light Industrial) to "LI" (Light Industrial). The site is legally described as:

All that part of the Northeast Quarter and all that part of the Northwest Quarter of Section 26, Township 49 North, Range 31 West, in the City of Blue Springs, Jackson County, Missouri, being more particularly described as follows: commencing at the northwest corner of the Northeast Quarter of said Section 26, thence South 02 degrees 19 minutes 36 seconds West, with the west line of the Northeast Quarter of said Section 26, a distance of 719.62 feet to a point on the south right-of-way line of NW Duncan Road; thence South 89 degrees 10 minutes 14 seconds East (North 88 degrees 53 minutes East deed), with the south right-of-way NW Duncan Road, a distance of 300.10 feet (302.15 feet deed); thence South 00 degrees 49 minutes 46 seconds West (South 01 degree 07 minutes East deed), and no longer with the south right-of-way line of NW Duncan Road, a distance of 300.00 feet, said point being the point of beginning; thence South 89 degrees 10 minutes 14 seconds East, a distance of 225.00 feet; thence South 00 degrees 49 minutes 46 seconds West, a distance of 157.13 feet (155.01 feet deed); thence South 88 degrees 21 minutes 49 seconds East, a distance of 236.22 feet to a point on the west line of Cirrus Enterprises - 1st Plat Lot 1; thence South 00 degrees 43 minutes 31 seconds West, a distance of 115.24 feet to a point on the north right-of-way line of NW Jefferson Street; thence with the north right-of-way line of NW Jefferson Street on a curve to the left having a radius of 746.20 feet, a central angle of 09 degrees 53 minutes 31 seconds, with an

initial tangent bearing of North 88 degrees 26 minutes 41 seconds West, an arc distance of 128.83 feet; thence South 81 degrees 39 minutes 47 seconds West, continuing with the north right-of-way line of NW Jefferson Street, a distance of 176.89 feet to a point of curvature; thence continuing with the north right-of-way line of NW Jefferson Street on a curve to the right having a radius of 406.39 feet, a central angle of 09 degrees 58 minutes 24 seconds, an arc distance of 70.74 feet; thence North 88 degrees 21 minutes 49 seconds West, continuing with the north right-of-way line of NW Jefferson Street, a distance of 119.79 feet to a point of curvature; thence continuing with the north right-of-way line of NW Jefferson Street on a curve to the right having a radius of 327.00 feet, a central angle of 38 degrees 14 minutes 59 seconds, an arc distance of 218.30 feet; thence North 50 degrees 06 minutes 49 seconds West, continuing with the north right-of-way line of NW Jefferson Street, a distance of 46.50 feet to a point of curvature; thence continuing with the north right-of-way line of NW Jefferson Street on a curve to the left having a radius of 339.60 feet, a central angle of 25 degrees 18 minutes 51 seconds, an arc distance of 150.04 feet to a point on the south line of Lot 2, Duncan Plaza 1st Plat; thence South 88 degrees 21 minutes 55 seconds East (North 89 degrees 40 minutes 00 seconds East plat) with the south line of said Lot 2, and no longer with the north right-of-way line of Jefferson Street, a distance of 77.18 feet to the southeast corner of said Lot 2; thence North 00 degrees 49 minutes 46 seconds East (North 01 degree 07 minutes West plat) with the west line of Lot 2 Duncan Plaza 1st Plat, a distance of 126.79 feet; thence South 89 degrees 10 minutes 14 seconds East, no longer with the west line of Lot 2 Duncan Plaza 1st Plat, a distance of 325.46 feet; thence North 00 degrees 49 minutes 46 seconds East, a distance of 22.58 feet to the point of beginning. The above described tract contains 182,678 square feet, or 4.19 acres.

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 3rd day of September 2024.

CITY OF BLUE SPRINGS

_____

Chris Lievsay, Mayor

ATTEST:

_____

Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

Introduced by Councilmember _____ BILL NO. 5252

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE GENERAL DEVELOPMENT PLAN WITH AN ALTERNATIVE DEVELOPMENT STANDARD AND CONDITIONS FOR FLEX SPACES LOCATED AT 3405 NW JEFFERSON STREET IN BLUE SPRINGS, JACKSON COUNTY, MISSOURI

WHEREAS, proper application having been made to approve a General Development Plan 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 26, 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 September 3, 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 Flex Spaces. The site is legally described as:

All that part of the Northeast Quarter and all that part of the Northwest Quarter of Section 26, Township 49 North, Range 31 West, in the City of Blue Springs, Jackson County, Missouri, being more particularly described as follows: commencing at the northwest corner of the Northeast Quarter of said Section 26, thence South 02 degrees 19 minutes 36 seconds West, with the west line of the Northeast Quarter of said Section 26, a distance of 719.62 feet to a point on the south right-of-way line of NW Duncan Road; thence South 89 degrees 10 minutes 14 seconds East (North 88 degrees 53 minutes East deed), with the south right-of-way NW Duncan Road, a distance of 300.10 feet (302.15 feet deed); thence South 00 degrees 49 minutes 46 seconds West (South 01 degree 07 minutes East deed), and no longer with the south right-of-way line of NW Duncan Road, a distance of 300.00 feet, said point being the

point of beginning; thence South 89 degrees 10 minutes 14 seconds East, a distance of 225.00 feet; thence South 00 degrees 49 minutes 46 seconds West, a distance of 157.13 feet (155.01 feet deed); thence South 88 degrees 21 minutes 49 seconds East, a distance of 236.22 feet to a point on the west line of Cirrus Enterprises - 1st Plat Lot 1; thence South 00 degrees 43 minutes 31 seconds West, a distance of 115.24 feet to a point on the north right-of-way line of NW Jefferson Street; thence with the north right-of-way line of NW Jefferson Street on a curve to the left having a radius of 746.20 feet, a central angle of 09 degrees 53 minutes 31 seconds, with an initial tangent bearing of North 88 degrees 26 minutes 41 seconds West, an arc distance of 128.83 feet; thence South 81 degrees 39 minutes 47 seconds West, continuing with the north right-of-way line of NW Jefferson Street, a distance of 176.89 feet to a point of curvature; thence continuing with the north right-of-way line of NW Jefferson Street on a curve to the right having a radius of 406.39 feet, a central angle of 09 degrees 58 minutes 24 seconds, an arc distance of 70.74 feet; thence North 88 degrees 21 minutes 49 seconds West, continuing with the north right-of-way line of NW Jefferson Street, a distance of 119.79 feet to a point of curvature; thence continuing with the north right-of-way line of NW Jefferson Street on a curve to the right having a radius of 327.00 feet, a central angle of 38 degrees 14 minutes 59 seconds, an arc distance of 218.30 feet; thence North 50 degrees 06 minutes 49 seconds West, continuing with the north right-of-way line of NW Jefferson Street, a distance of 46.50 feet to a point of curvature; thence continuing with the north right-of-way line of NW Jefferson Street on a curve to the left having a radius of 339.60 feet, a central angle of 25 degrees 18 minutes 51 seconds, an arc distance of 150.04 feet to a point on the south line of Lot 2, Duncan Plaza 1st Plat; thence South 88 degrees 21 minutes 55 seconds East (North 89 degrees 40 minutes 00 seconds East plat) with the south line of said Lot 2, and no longer with the north right-of-way line of Jefferson Street, a distance of 77.18 feet to the southeast corner of said Lot 2; thence North 00 degrees 49 minutes 46 seconds East (North 01 degree 07 minutes West plat) with the west line of Lot 2 Duncan Plaza 1st Plat, a distance of 126.79 feet; thence South 89 degrees 10 minutes 14 seconds East, no longer with the west line of Lot 2 Duncan Plaza 1st Plat, a distance of 325.46 feet; thence North 00 degrees 49 minutes 46 seconds East, a distance of 22.58 feet to the point of beginning. The above described tract contains 182,678 square feet, or 4.19 acres.

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 26, 2024 meeting and to the City Council at its September 3, 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, unless modified by the General Development Plan:

a. The applicant requested an Alternative Development Standard from UDC Section 405.030 Non-Residential Building Type Standards for a reduction in rear yard setback from 20-ft. to 8-ft. for the General Industrial building (Building E on the General Development Plan).

2. The parking spaces shall not be used for outside storage of equipment, recreational vehicles, boats, trailers, household goods, or personal property.
    a. If a trailer is occupying a parking space, it must be associated with a business located on the premises and/or be for the purpose of loading and unloading.

3. A Master Sign Plan shall be submitted for review and approval for Flex Spaces' signage.

4. 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.

5. 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.

6. 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 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 3rd day of September 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

CITY OF BLUE SPRINGS, MISSOURI

CITY COUNCIL
September 3, 2024

EXHIBITS FOR PUBLIC HEARING

ASHLAR HOMES ANNEXATION
(ANNX-07-24-9240)

EXHIBIT #1 City Council Information Form dated August 20, 2024 with the following attachments: Site Location Maps; Petition of Voluntary Annexation with attachments; Affidavit of Publication in The Examiner on August 17, 2024; 185 ft. Notification Map; Names/addresses of property owners within 185 ft. of site; Copy of letter sent to said property owners and revised letter sent to said property owners and Bill approving Annexation.

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: August 20, 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, Ashlar Homes, on behalf of the property owners, Judy D. Smith Revocable Living Trust 12-23-1996, Bellington Larry D Estate, and Bruce M Bellington Trust dated 9/30/2003, for consideration to approve an Annexation of property of approximately 71.62 +/- acres located north and south of 40 Highway and east of the Adams Pointe Golf Club into the City limits (ANNX-07-24-9240). Upon conclusion of the public hearing, a Bill approving the Annexation will be ready for introduction and the first reading.

BACKGROUND/JUSTIFICATION

The applicant is petitioning to annex the 71.62 +/- acres of property into Blue Springs city limits. A Pre-Application Meeting was held on May 20, 2024, to discuss annexation and future development possibilities on the unincorporated property. Annexation into the City prior to development is required to utilize public utilities in the area. Today, the site north of 40 Highway is undeveloped and consists of natural open and heavily wooded areas with a creek running across the property from north to south on the site's east side. South of 40 Highway, the property is undeveloped, heavily wooded, and nearly half of which is occupied by a floodway.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
September 18, 2024	N/A

STAFF RECOMMENDATION

Staff recommends approval of Annexation.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Site Location Maps; Petition of Voluntary Annexation with attachments; Affidavit of Publication in The Examiner on August 17, 2024; 185 ft. Notification Map; Names/addresses of property owners within 185 ft. of site; Copy of letter sent to said property owners and revised letter sent to said property owners.
2. Bill approving Annexation.

REVIEWED BY:

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

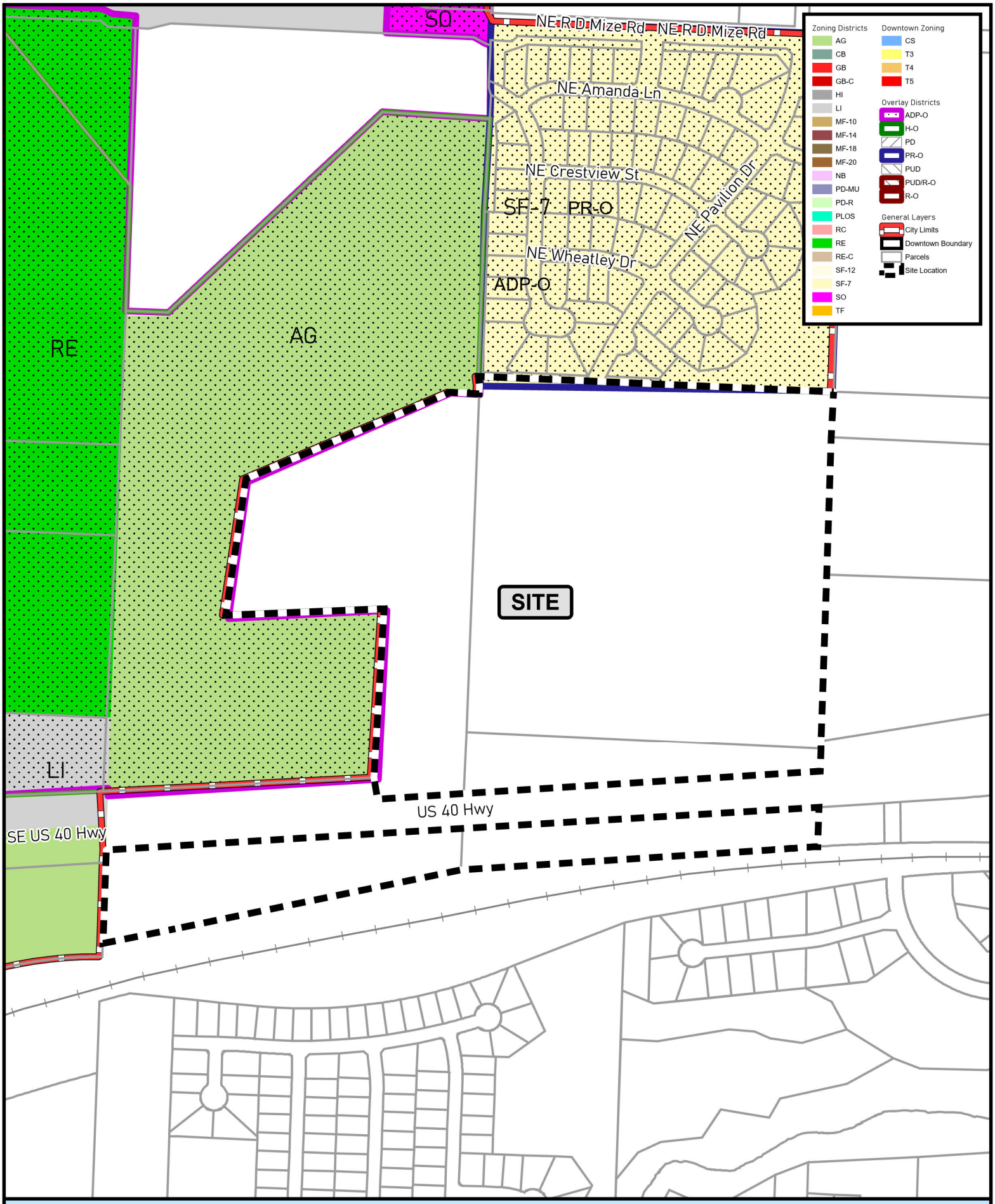


The City of Blue Springs Missouri

ANNX-07-24-9240
PARCEL # 36-710-01-03-00-0-00-000 | 36-720-02-03-01-0-00-000 | 36-740-01-01-00-0-00-000 | 36-730-02-01-00-0-00-000 | 36-740-02-02-00-0-00-000
AERIAL LOCATION MAP

N

1 inch = 618 feet
Date: 8/2/2024



The City of Blue Springs Missouri

ANNX-07-24-9240
PARCEL # 36-710-01-03-00-0-00-000 | 36-720-02-03-01-0-00-000 |
36-740-01-01-00-0-00-000 | 36-730-02-01-00-0-00-000 |
36-740-02-02-00-0-00-000
SITE LOCATION MAP

N

1 inch = 450 feet

Date: 8/2/2024

The City of Blue Springs Missouri

Planning Application

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

OFFICE USE ONLY – *Updated 10-13-2020*
CASE #:
PC MEETING:
CC MEETING:
BOA MEETING:
NEWSPAPER:
NOTICE LETTERS:
PLANNER:

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

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

I/We, the undersigned Judy D. Smith Revocable Living Trust 12-23-1996 & Bellington Larry D Estate and Bruce M. Bellington Trust dated 9/30/2003 hereinafter referred to as the Petitioner, for our petition to the City Council of the City of Blue Springs, Missouri, state and allege as follows:

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

   - ☐ Legal Survey Annexation Map drawing of the property. No. Acres _____
   - ☐ Legal Description to be provided in electronic format, preferably Microsoft Word
   - ☐ ParcelNo. 36-710-01-03-00-0-00-000 and 36-720-02-03-01-0-00-000 are within the Tract 1 Description. 36-740-02-02-00-0-00-000 and 36-730-02-01-00-0-00-000 are within the Tract 2 Description. 36-740-01-01-00-0-00-000 is within the Tract 3 Description. Sec.Twp.Rng. 33-49-30
   - ☐ Proof of Ownership of property described
   - ☐ Clearly and accurately describe any existing land uses and structures (e.g. residences, billboards, etc.)

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

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

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

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

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

Received
07/30/2024

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

Dated this 24TH day of July, 2024

/s/ JoLynne Bellington — JoLynne Bellington as Executor of the Bellington Larry D Estate

Property Owner (s) (Affiant (s)) — Please print name (s)

1101 W Main (Box 402) — Odessa, MO 64076

Address — City/State/Zip

816-230-3322 — Fax No. — E-Mail

ACKNOWLEDGEMENT AND VERIFICATION BY INDIVIDUALS

STATE OF MISSOURI)
) SS
COUNTY OF ~~JACKSON~~ Lafayette

On this 24TH day of July, 2024 before me personally appeared JoLynne Bellington as Executor of the Bellington Larry D Estate, being of lawful age and after being duly sworn, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he/she/they subscribed, affirmed and executed the same as their free act and deed, and further verified to me under oath that affiant(s) has/have read the foregoing Petition of Voluntary Annexation and that the facts set forth therein are true and correct.

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

R. RACHELLE CLEMENS
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES FEBRUARY 27, 2028
LAFAYETTE COUNTY
COMMISSION #12307876

(Seal)

/s/ R. Rachelle Clemens
Notary Public
My Official Term Expires: 2-27-2028

ACKNOWLEDGEMENT AND VERIFICATION BY CORPORATION

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON

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

Received
07/30/2024

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

IN WITNESS AND TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

/s/ _____
Notary Public

(Seal)

My Official Term Expires:

Received
07/30/2024

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

Dated this 24 day of July, 20 24

/s/ Judy D. Smith — as Trustee of the Judy D Smith Revocable Living Trust 12-23-1996

Property Owner(s) (Affiant(s)) — Please print name(s)

1565 Championship Blvd — Franklin, TN 37064

Address — City/State/Zip

Phone No. — Fax No. — E-Mail

ACKNOWLEDGEMENT AND VERIFICATION BY INDIVIDUALS

STATE OF ~~MISSOURI~~ Tennessee)

) SS

COUNTY OF ~~JACKSON~~ Williamson

On this 24th day of July, 2024, before me personally appeared as Trustee of the Judy D Smith Revocable Living Trust 12-23-1996, being of lawful age and after being duly sworn, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he/she/they subscribed, affirmed and executed the same as their free act and deed, and further verified to me under oath that affiant(s) has/have read the foregoing Petition of Voluntary Annexation and that the facts set forth therein are true and correct.

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

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

/s/ Nikki Brown

Notary Public

My Official Term Expires: April 11, 2026

ACKNOWLEDGEMENT AND VERIFICATION BY CORPORATION

STATE OF MISSOURI)

) SS

COUNTY OF JACKSON

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

Received
07/30/2024

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

IN WITNESS AND TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

/s/ _____
Notary Public

(Seal)

My Official Term Expires:

Received
07/30/2024

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

Dated this 24th day of July, 2024

/s/ _____ _____
Property Owner (s) (Affiant (s)) Please print name (s) ~~as Trustee of the Judy D Smith Revocable Living Trust 12-23-1996~~ Bruce Bellington

~~1565 Championship Blvd~~ ~~Franklin, TN 37064~~ 26329 State Hwy Y
Address City/State/Zip Novinger Mo. 63559

816-956-1507
Phone No. Fax No. E-Mail

ACKNOWLEDGEMENT AND VERIFICATION BY INDIVIDUALS

STATE OF MISSOURI)
) SS
COUNTY OF ~~JACKSON~~ Adair

On this 24th day of July, 2024, before me personally appeared Bruce M. Bellington ~~as Trustee of the Judy D Smith Revocable Living Trust 12-23-1996~~, being of lawful age and after being duly sworn, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he/she/they subscribed, affirmed and executed the same as their free act and deed, and further verified to me under oath that affiant(s) has/have read the foregoing Petition of Voluntary Annexation and that the facts set forth therein are true and correct.

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

(Seal)

NANCY MUNDAHL
Notary Public - Notary Seal
STATE OF MISSOURI
Adair County
My Commission Expires: October 15, 2026
Commission #14393676

/s/ Nancy Mundahl
Notary Public
My Official Term Expires:

ACKNOWLEDGEMENT AND VERIFICATION BY CORPORATION

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON

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

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

IN WITNESS AND TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

/s/ _____
Notary Public

(Seal)

My Official Term Expires:

Description as provided in First American Title Insurance Company Commitment No. 1657407.

The Land referred to herein below is situated in the County of Jackson, State of Missouri, and is described as follows:

TRACT 1:

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

COMMENCING at the Northeast corner of the Northwest One-Quarter of said Section 33; thence South 02 degrees 04 minutes 51 seconds West along the East line of the Northwest One-Quarter of said Section 33 a distance of 1321.02 feet to a point being the Northwest corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33 also being THE POINT OF BEGINNING; thence South 87 degrees 31 minutes 40 seconds East along the North line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33 a distance of 1313.38 feet to a point being the Northeast corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33; thence South 01 degrees 58 minutes 33 seconds West along the East line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33 a distance of 1292.30 feet to a point on the North right-of-way line of U.S. Highway Number 40 as now established; thence along the said North right-of-way line on a curve to the right having an initial tangent bearing of South 84 degrees 24 minutes 31 seconds West, a radius of 11315.20 feet a distance of 7.84 feet to a point; thence continuing along said North right-of-way South 84 degrees 25 minutes 23 seconds West a distance of 407.04 feet to a point; thence continuing along said North right-of-way South 86 degrees 30 minutes 31 seconds West a distance of 1230.35 feet to a point; thence North 02 degrees 04 minutes 51 seconds East a distance of 637.75 feet to a point; thence South 87 degrees 45 minutes 39 seconds West a distance of 590.90 feet to a point; thence North 08 degrees 42 minutes 49 seconds East a distance of 512.78 feet to a point; thence North 67 degrees 36 minutes 29 seconds East a distance of 824.00 feet to a point; thence South 87 degrees 28 minutes 34 seconds East a distance of 100.03 feet to a point on the East line of the Southeast One-Quarter of the Northwest One-Quarter of said Section 33; thence North 02 degrees 04 minutes 51 seconds East along said East line a distance of 32.86 feet to the point of beginning.

TRACT 2:

All that part of the Northeast One-Quarter of the Southwest One-Quarter and the Northwest One-Quarter of the Southeast One-Quarter of Section 33, Township 49

Received
07/26/2024

North, Range 30 West lying North of the North Right of Way line of the Kansas City Southern Railway Company Right of Way and South of the U.S. Highway Number 40 Right of Way line, in Jackson County, Missouri, being more particularly described as follows:

Commencing at the Northeast corner of the Southwest One-Quarter of Section 33, Township 49 Range 30 East: thence South 01 degrees 47 minutes 32 seconds West along the East line of said Southwest One- Quarter a distance of 397.88 feet to a point on the South Right of way line of U.S. Highway Number 40 as now established, said point being the Point of Beginning; thence North 86 degrees 30 minutes 31 seconds East along said South Right of Way a distance of 1320.91 feet to a point on the East line of the Northwest One-Quarter of the Southeast One-Quarter of said Section 33; thence South 01 degrees 52 minutes 55 seconds West along said East line a distance of 109.42 feet to a point on the North Right of Way line of the Kansas City Southern Railway Company; thence South 86 degrees 23 minutes 05 seconds West along said North Right of Way line a distance of 1321.01 feet to a point on the East line of said Southwest One-Quarter of Section 33; thence continuing along said North Right of Way line South 79 degrees 23 minutes 04 seconds West a distance of 720.93 feet to a point of curvature; thence continuing along said North Right of Way line along a tangent curve to the left with a radius of 8744.41 feet, a central angle of 04 degrees 08 minutes 13 seconds, and a length of 631.38 feet to a point on the West line of the Northeast One-Quarter of the Southwest One-Quarter of said Section 33; thence North 01 degrees 58 minutes 33 seconds East along said West line a distance of 303.43 feet to a point on the South Right of Way of said U.S. Highway Number 40; thence North 86 degrees 30 minutes 31 seconds East along said South Right of Way a distance of 1319.93 feet to the Point of Beginning, except any part taken or used for Right of Way.

DESCRIPTION TRACT 3: as described in Quit Claim Deed. Document No. 2014E0065067

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

COMMENCING at the Northeast corner of the Northwest One-Quarter of said Section 33; thence South 02 degrees 04 minutes 51 seconds West along the East line of the Northwest One-Quarter of said Section 33, a distance of 1321.02 feet to a point, being the Northwest corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33; thence South 87 degrees 31 minutes 40 seconds East along the North line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33, a distance of 1313.38 feet to a point, being the Northeast corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33; thence South 01 degrees 58

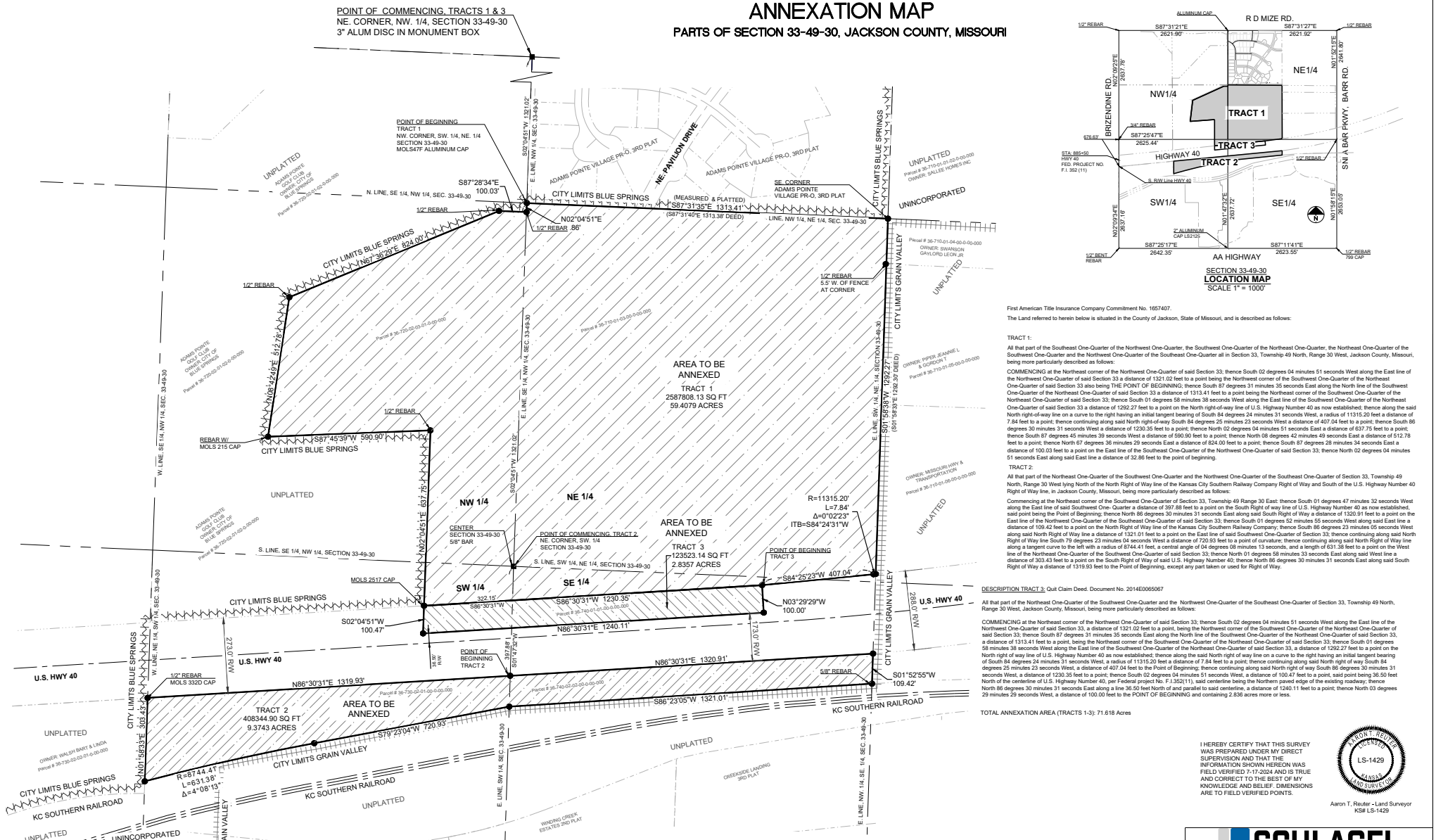
Received
07/26/2024

minutes 33 seconds West along the East line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33, a distance of 1292.30 feet to a point on the North right of way line of U.S. Highway Number 40 as now established; thence along the said North right of way line on a curve to the right having an initial tangent bearing of South 84 degrees 24 minutes 31 seconds West, a radius of 11315.20 feet a distance of 7.84 feet to a point; thence continuing along said North right of way South 84 degrees 25 minutes 23 seconds West, a distance of 407.04 feet to the Point of Beginning; thence continuing along said North right of way South 86 degrees 30 minutes 31 seconds West, a distance of 1230.35 feet to a point; thence South 02 degrees 04 minutes 51 seconds West, a distance of 100.47 feet to a point, said point being 36.50 feet North of the centerline of U.S. Highway Number 40, per Federal project No. F.I.352(11), said centerline being the Northern paved edge of the existing roadway; thence North 86 degrees 30 minutes 31 seconds East along a line 36.50 feet North of and parallel to said centerline, a distance of 1240.11 feet to a point; thence North 03 degrees 29 minutes 29 seconds West, a distance of 100.00 feet to the POINT OF BEGINNING and containing 2.836 acres more or less.

Received
07/26/2024

ANNEXATION MAP

PARTS OF SECTION 33-49-30, JACKSON COUNTY, MISSOURI



SECTION 33-49-30
LOCATION MAP
SCALE 1" = 1000'

First American Title Insurance Company Commitment No. 1657407.

The Land referred to herein below is situated in the County of Jackson, State of Missouri, and is described as follows:

TRACT 1:

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

COMMENCING at the Northeast corner of the Northwest One-Quarter of said Section 33; thence South 02 degrees 04 minutes 51 seconds West along the East line of the Northwest One-Quarter of said Section 33 a distance of 1321.02 feet to a point being the Northwest corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33 also being THE POINT OF BEGINNING; thence South 87 degrees 31 minutes 35 seconds East along the North line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33 a distance of 1313.41 feet to a point being the Northeast corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33; thence South 01 degrees 58 minutes 38 seconds West along the East line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33 a distance of 1292.27 feet to a point on the North right-of-way line of U.S. Highway Number 40 as now established; thence along the said North right-of-way line on a curve to the right having an initial tangent bearing of South 84 degrees 24 minutes 31 seconds West, a radius of 11315.20 feet a distance of 7.84 feet to a point; thence continuing along said North right-of-way South 84 degrees 25 minutes 23 seconds West a distance of 407.04 feet to a point; thence South 86 degrees 30 minutes 31 seconds West a distance of 1230.35 feet to a point; thence North 02 degrees 04 minutes 51 seconds East a distance of 637.75 feet to a point; thence South 87 degrees 45 minutes 39 seconds West a distance of 590.90 feet to a point; thence North 08 degrees 42 minutes 49 seconds East a distance of 512.78 feet to a point; thence North 67 degrees 36 minutes 29 seconds East a distance of 824.00 feet to a point; thence South 87 degrees 28 minutes 34 seconds East a distance of 100.03 feet to a point on the East line of the Southeast One-Quarter of the Northwest One-Quarter of said Section 33; thence North 02 degrees 04 minutes 51 seconds East along said East line a distance of 32.86 feet to the point of beginning.

TRACT 2:

All that part of the Northeast One-Quarter of the Southwest One-Quarter and the Northwest One-Quarter of the Southeast One-Quarter of Section 33, Township 49 North, Range 30 West lying North of the North Right of Way line of the Kansas City Southern Railway Company Right of Way and South of the U.S. Highway Number 40 Right of Way line, in Jackson County, Missouri, being more particularly described as follows:

Commencing at the Northeast corner of the Southwest One-Quarter of Section 33, Township 49 Range 30 East: thence South 01 degrees 47 minutes 32 seconds West along the East line of said Southwest One- Quarter a distance of 397.88 feet to a point on the South Right of way line of U.S. Highway Number 40 as now established, said point being the Point of Beginning; thence North 86 degrees 30 minutes 31 seconds East along said South Right of Way a distance of 1320.91 feet to a point on the East line of the Northwest One-Quarter of the Southeast One-Quarter of said Section 33; thence South 01 degrees 52 minutes 55 seconds West along said East line a distance of 109.42 feet to a point on the North Right of Way line of the Kansas City Southern Railway Company; thence South 86 degrees 23 minutes 05 seconds West along said North Right of Way line a distance of 1321.01 feet to a point on the East line of said Southwest One-Quarter of Section 33; thence continuing along said North Right of Way line South 79 degrees 23 minutes 04 seconds West a distance of 720.93 feet to a point of curvature; thence continuing along said North Right of Way line along a tangent curve to the left with a radius of 8744.41 feet, a central angle of 04 degrees 08 minutes 13 seconds, and a length of 631.38 feet to a point on the West line of the Northeast One-Quarter of the Southwest One-Quarter of said Section 33; thence North 01 degrees 58 minutes 33 seconds East along said West line a distance of 303.43 feet to a point on the South Right of Way of said U.S. Highway Number 40; thence North 86 degrees 30 minutes 31 seconds East along said South Right of Way a distance of 1319.93 feet to the Point of Beginning, except any part taken or used for Right of Way.

DESCRIPTION TRACT 3: Quit Claim Deed. Document No. 2014E0065067

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COMMENCING at the Northeast corner of the Northwest One-Quarter of said Section 33; thence South 02 degrees 04 minutes 51 seconds West along the East line of the Northwest One-Quarter of said Section 33, a distance of 1321.02 feet to a point, being the Northwest corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33; thence South 87 degrees 31 minutes 35 seconds East along the North line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33, a distance of 1313.41 feet to a point, being the Northeast corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33; thence South 01 degrees 58 minutes 38 seconds West along the East line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33, a distance of 1292.27 feet to a point on the North right of way line of U.S. Highway Number 40 as now established; thence along the said North right of way line on a curve to the right having an initial tangent bearing of South 84 degrees 24 minutes 31 seconds West, a radius of 11315.20 feet a distance of 7.84 feet to a point, being the Northeast corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33; thence South 01 degrees 58 minutes 38 seconds West along the East line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33, a distance of 1292.27 feet to a point on the North right of way line of U.S. Highway Number 40 as now established; thence along the said North right of way line on a curve to the right having an initial tangent bearing of South 84 degrees 24 minutes 31 seconds West, a radius of 11315.20 feet a distance of 7.84 feet to a point; thence continuing along said North right of way South 84 degrees 25 minutes 23 seconds West, a distance of 407.04 feet to the Point of Beginning; thence continuing along said North right of way South 86 degrees 30 minutes 31 seconds West a distance of 1230.35 feet to a point; thence South 02 degrees 04 minutes 51 seconds West, a distance of 100.47 feet to a point, said point being 36.50 feet North of the centerline of U.S. Highway Number 40, per Federal project No. F.I.352(11), said centerline being the Northern paved edge of the existing roadway; thence North 86 degrees 30 minutes 31 seconds East along a line 36.50 feet North of and parallel to said centerline, a distance of 1240.11 feet to a point; thence North 03 degrees 29 minutes 29 seconds West, a distance of 100.00 feet to the POINT OF BEGINNING and containing 2.836 acres more or less.

TOTAL ANNEXATION AREA (TRACTS 1-3): 71.618 Acres

I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED UNDER MY DIRECT SUPERVISION AND THAT THE INFORMATION SHOWN HEREON WAS FIELD VERIFIED 7-17-2024 AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. DIMENSIONS ARE TO FIELD VERIFIED POINTS.

AARON T. REUTER — LAND SURVEYOR — LS-1429 — KANSAS AND SURVEYOR

Aaron T. Reuter - Land Surveyor
KS# LS-1429

LEGEND:

- R/W — RIGHT-OF-WAY
- EXISTING LOT AND R/W LINES
- EXISTING PLAT LINES
- FOUND 1/2" REBAR W/MO8859 CAP UNLESS OTHERWISE NOTED
- FOUND MONUMENT AS NOTED
- BLUE SPRINGS CITY LIMITS
- GRAIN VALLEY CITY LIMITS

APPROVALS:

Approved by the City Council of the City of Blue SPRINGS, Jackson County, Missouri, this ___ day of _____, 2024.

_____ Mayor

_____ Attest: City Clerk

Received
08/08/2024

SCHLAGEL
ENGINEERS PLANNERS SURVEYORS LANDSCAPE ARCHITECTS
14920 West 107th Street ● Lenexa, Kansas 66215
Ph: (913) 492-5158 ● Fax: (913) 492-8400 ● WWW.SCHLAGELASSOCIATES.COM
Missouri State Certificates of Authority
#E2002003800-F #LAC2001005237 #LS2002008859-F

DATE 8/8/2024	ANNEXATION MAP
DRAWN BY JWT	
CHECKED BY SCH	
PROJ. NO. 24-131	SHEET NO. 1

THE EXAMINER

AFFIDAVIT OF PUBLICATION

Notice ID: srvux9ze9mPqWB1irEeE
ASHLAR HOMES ANNX

AFFIDAVIT OF PUBLICATION: #2586860

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:

Aug. 17, 2024

Sherry Groves
Authorized Agent

Notary, State of MN, County of Redwood
Commission expires January 31, 2025

Printer's Fee: $473.78

LEANNE JOY KAUFENBERG
Notary Public
State of Minnesota
My Commission Expires
January 31, 2025

PUBLIC NOTICE

ANNEXATION I ANNX-07-24-9240
"Ashlar Homes Annex"
Parcel #: 36-710-01-03-00-0-00-000; 36-720-02-03-01-0-00-000; 36-740-02-02-00-0-00-000; 36-730-02-01-00-0-00-000; and 36-740-01-01-00-0-00-000

Notice is hereby given that a public hearing will be held by the City Council of the City of Blue Springs on **Tuesday, September 3, 2024**, at 6:00 p.m. in the Howard L. Brown Public Safety Building located at 1100 SW Smith Street, Blue Springs, MO.

The purpose of this meeting is to hear interested parties and citizens on a request by the applicant, Ashlar Homes, on behalf of the property owners, Judy D. Smith Revocable Living Trust 12-23-1996, Bellington Larry D Estate, and Bruce M Bellington Trust dated 9/30/2003, to annex approximately 71.62 +/-acres of property that consists of undeveloped land located north and south of 40 Highway and east of the Adams Point Golf Club into the corporate boundary of the City of Blue Springs. Interested parties may view the application materials on file by submitting a request via email to ComDev-Legal@bluespringsgov.com or calling (816) 228-0207 for more information. The site is legally described as follows:

TRACT 1:
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COMMENCING at the Northeast corner of the Northwest One-Quarter of said Section 33; thence South 02 degrees 04 minutes 51 seconds West along the East line of the Northwest One-Quarter of said Section 33 a distance of 1321.02 feet to a point being the Northwest corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33 also being THE

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TRACT 3: as described in Quit Claim Deed. Document No. 2014E0065067

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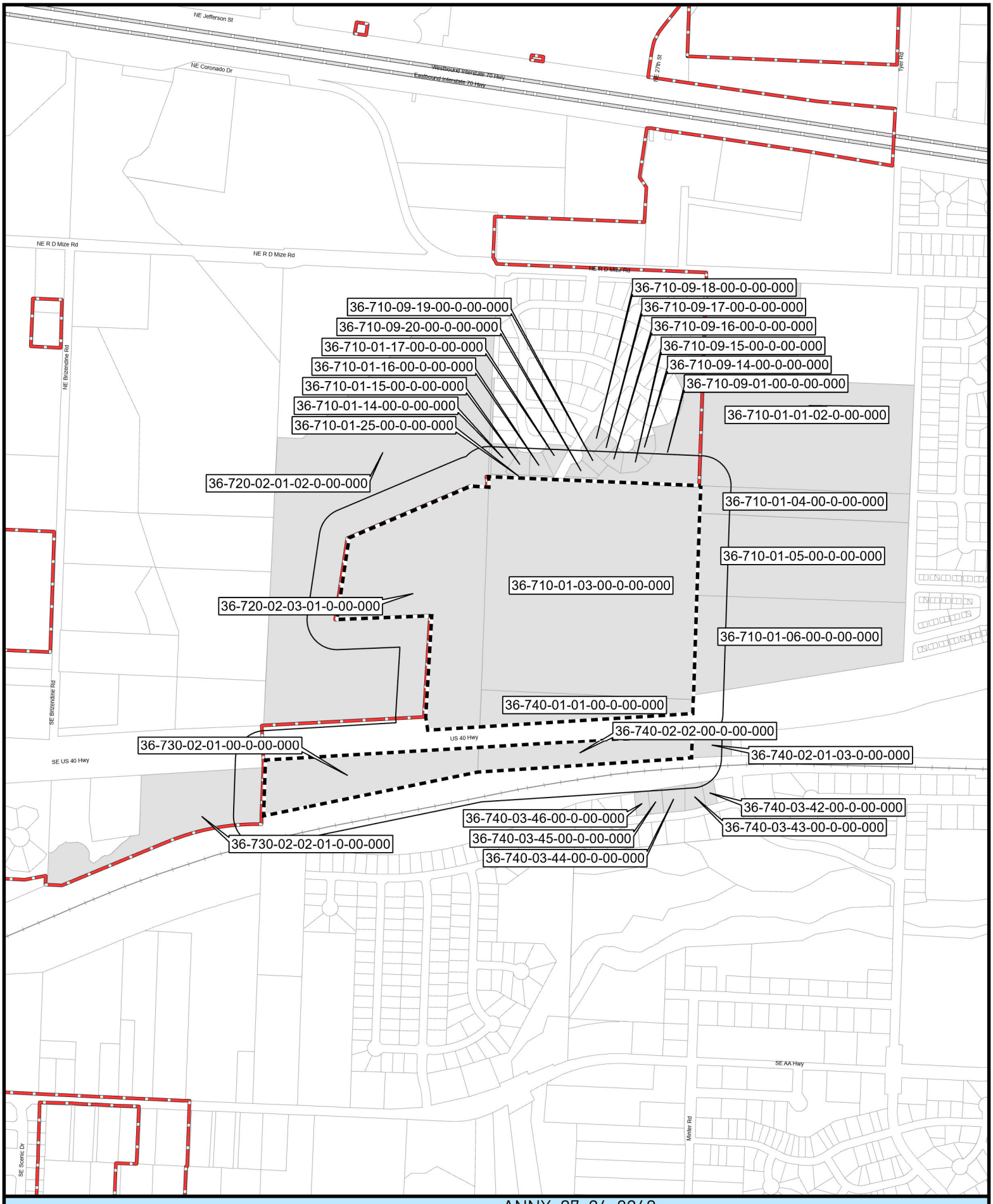
CITY OF BLUE SPRINGS
City Council

PUBLISH: Saturday, August 17, 2024
E-MAIL TO THE EXAMINER :
legals@examiner.net

08/14/24

Published in the Examiner, Aug 17, 2024

2586860



The City of Blue Springs Missouri

ANNX-07-24-9240

PARCEL # 36-710-01-03-00-0-00-000 | 36-720-02-03-01-0-00-000 | 36-740-01-01-00-0-00-000 | 36-730-02-01-00-0-00-000 | 36-740-02-02-00-0-00-000

185' NOTIFICATION MAP

N

1 inch = 750 feet

Date: 8/5/2024

Parcel ID	Situs Address	Situs City	Situs State	Situs ZipCode	Owner	Owner Address
36-710-01-01-02-0-00-000	5214 BARR RD	UNINCORPORATED	MO	64029	SALLEE HOMES INC	PO BOX 6437 LEES SUMMIT, MO 64064
36-720-02-01-02-0-00-000	PUBLIC OWNED	BLUE SPRINGS	MO	64029	CITY OF BLUE SPRINGS	903 W MAIN ST BLUE SPRINGS, MO 64015
36-710-01-04-00-0-00-000	5302 NW BARR RD	GRAIN VALLEY	MO	64029	SWANSON GAYLORD LEON JR	5302 BARR RD GRAIN VALLEY, MO 64029
36-710-01-06-00-0-00-000	5400 NW BARR RD	GRAIN VALLEY	MO	64029	MISSOURI HWY & TRANSPORTATION	600 NE COLBERN RD LEES SUMMIT, MO 64086
36-740-03-44-00-0-00-000	1410 NW WILLOW DR	GRAIN VALLEY	MO	64029	HANDY JEFFREY W & SHERRI L	9500 KEYSTONE DR LEES SUMMIT, MO 64086
36-740-02-01-03-0-00-000	PUBLIC OWNED	GRAIN VALLEY	MO	64029	GRAIN VALLEY AIRPORT CORP	PO BOX 255 GRAIN VALLEY, MO 64029
36-740-02-02-00-0-00-000	NO ADDRESS ASSIGNED BY COUNTY	UNINCORPORATED	MO	64029	JUDY D SMITH REVOCABLE LIVING TRUST 12-23-1996 | BELLINGTON LARRY D ESTATE	1565 CHAMPIONSHIP BLVD FRANKLIN, TN 37064 | 1101 W MAIN ODESSA, MO 64076
36-720-02-03-01-0-00-000	NO ADDRESS ASSIGNED BY COUNTY	UNINCORPORATED	MO	64029	JUDY D SMITH REVOCABLE LIVING TRUST 12-23-1996 | BELLINGTON LARRY D ESTATE	1565 CHAMPIONSHIP BLVD FRANKLIN, TN 37064 | 1101 W MAIN ODESSA, MO 64076
36-740-01-01-00-0-00-000	NO ADDRESS ASSIGNED BY COUNTY	UNINCORPORATED	MO	64029	JUDY D SMITH REVOCABLE LIVING TRUST 12-23-1996 | BELLINGTON LARRY D ESTATE	1565 CHAMPIONSHIP BLVD FRANKLIN, TN 37064 | 1101 W MAIN ODESSA, MO 64076
36-740-03-45-00-0-00-000	1414 NW WILLOW DR	GRAIN VALLEY	MO	64029	HANDY JEFFREY W & SHERRI L	9500 KEYSTONE DR LEES SUMMIT, MO 64086
36-740-03-42-00-0-00-000	1402 NW WILLOW DR	GRAIN VALLEY	MO	64029	JEFFREY W HANDY & SHERRI L HANDY	9500 KEYSTONE DR LEES SUMMIT, MO 64086
36-740-03-43-00-0-00-000	1406 NW WILLOW DR	GRAIN VALLEY	MO	64029	HANDY JEFFREY W & SHERRI L	9500 KEYSTONE DR LEES SUMMIT, MO 64086
36-710-01-15-00-0-00-000	401 NE GREENVIEW DR	BLUE SPRINGS	MO	64029	MCPHERON CLAYTON JR & SMITH COURTNEY & DONALDSON BRENT M	401 GREENVIEW GRAIN VALLEY, MO 64029
36-710-01-16-00-0-00-000	400 NE GREENVIEW DR	BLUE SPRINGS	MO	64029	BISHOP PATRICK G & NATION DIANE S	400 NE GREENVIEW DR BLUE SPRINGS, MO 64029
36-730-02-01-00-0-00-000	NO ADDRESS ASSIGNED BY COUNTY	UNINCORPORATED	MO	64029	BRUCE M BELLINGTON TRUST DATED 09-30-2003	200 NW LINDSEY LN GRAIN VALLEY, MO 64029
36-740-03-46-00-0-00-000	1418 NW WILLOW DR	GRAIN VALLEY	MO	64029	HANDY JEFFREY W & SHERRI L	PO BOX 459 BLUE SPRINGS, MO 64013
36-710-01-17-00-0-00-000	404 NE GREENVIEW DR	BLUE SPRINGS	MO	64029	SINGH JASWANT & KAUR BALVIR	404 NE GREENVIEW DR BLUE SPRINGS, MO 64029
36-710-01-05-00-0-00-000	5350 NW BARR RD	GRAIN VALLEY	MO	64029	PIPER JEANNIE L & GORDON T	5350 NW BARR RD GRAIN VALLEY, MO 64029
36-730-02-02-01-0-00-000	NO ADDRESS ASSIGNED BY CITY	BLUE SPRINGS	MO	64014	WALSH BART & LINDA	3009 S OWENS SCHOOL RD INDEPENDENCE, MO 64057
36-710-01-25-00-0-00-000	403 NE GREENVIEW DR	BLUE SPRINGS	MO	64029	ADAM'S POINTE VILLAGE HOME OWNERS ASSOCIATION INC	1951 NE RICE RD LEES SUMMIT, MO 64064
36-710-01-14-00-0-00-000	405 NE GREENVIEW DR	BLUE SPRINGS	MO	64029	JOHNSON SCOTT T & MELISSA D	405 NE GREENVIEW DR BLUE SPRINGS, MO 64029
36-710-09-20-00-0-00-000	400 NE PAVILION DR	BLUE SPRINGS	MO	64029	SALLEE HOMES INC	PO BOX 6437 LEES SUMMIT, MO 64064
36-710-09-19-00-0-00-000	404 NE PAVILION DR	BLUE SPRINGS	MO	64029	SKOTS SERGEY	404 NE PAVILION DR BLUE SPRINGS, MO 64029
36-710-09-18-00-0-00-000	2700 NE WHEATLEY DR	BLUE SPRINGS	MO	64029	SALLEE HOMES INC	PO BOX 6437 LEES SUMMIT, MO 64064
36-710-09-17-00-0-00-000	2704 NE WHEATLEY DR	BLUE SPRINGS	MO	64029	SALLEE HOMES INC	PO BOX 6437 LEES SUMMIT, MO 64064
36-710-09-16-00-0-00-000	2708 NE WHEATLEY DR	BLUE SPRINGS	MO	64029	MCBEE KRISTI	1924 NE KATALINA AVE LEES SUMMIT, MO 64064
36-710-09-15-00-0-00-000	2712 NE WHEATLEY DR	BLUE SPRINGS	MO	64029	BROWN BRIAN K	2712 NE WHEATLEY DR GRAIN VALLEY, MO 64029
36-710-09-14-00-0-00-000	2713 NE WHEATLEY DR	BLUE SPRINGS	MO	64029	LANCASTER NICOLE	2713 NE WHEATLEY DR BLUE SPRINGS, MO 64029
36-710-09-01-00-0-00-000	2708 NE AMANDA LN	BLUE SPRINGS	MO	64029	ADAMS POINTE VILLAGE HOME OWNERS ASSOCIATION INC	PO BOX 6437 LEES SUMMIT, MO 64064
36-710-01-03-00-0-00-000	NO ADDRESS ASSIGNED BY COUNTY	UNINCORPORATED	MO	64029	JUDY D SMITH REVOCABLE LIVING TRUST 12-23-1996 | BELLINGTON LARRY D ESTATE	1565 CHAMPIONSHIP BLVD FRANKLIN, TN 37064 | 1101 W MAIN ODESSA, MO 64076

Blue Springs, Missouri
Community Development

August 16, 2024

Ref: Public Hearing: ANNEXATION | ANNX-07-24-9240
"Ashlar Homes Annex"
Parcel #: 36-710-01-03-00-0-00-000; 36-720-02-03-01-0-00-000; 36-740-02-02-00-0-00-000; 36-730-02-01-00-0-00-000; and 36-740-01-01-00-0-00-000

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, Ashlar Homes, on behalf of the property owners, Judy D. Smith Revocable Living Trust 12-23-1996, Bellington Larry D Estate, and Bruce M Bellington Trust dated 9/30/2003 to annex approximately 71.62 +/-acres of property that consists of undeveloped land located north and south of 40 Highway and east of the Adams Point Golf Club into the corporate boundary of the City of Blue Springs.

You are receiving this notice because County records indicate you own property within 185 feet of the boundary of the site in question. A general site location map is enclosed for your information.

Interested parties may view the application materials on file by contacting the Community Development Department via email at ComDevLegal@bluespringsgov.com or at City Hall at 903 W Main Street, Blue Springs, MO.

The hearing will be held in the Council Chambers in the Howard L. Brown Public Safety Building located at 1100 SW Smith Street, Blue Springs on the following dates:

1st Reading – City Council – Tuesday, September 3, 2024 @ 6:00 p.m.
2nd Reading – City Council – Monday, September 18, 2024 @ 6:00 p.m.

Your attendance and comments are welcome at these meetings. Questions concerning this matter may be directed to the Community Development Department at 816-228-0207.

Sincerely,

CITY OF BLUE SPRINGS
COMMUNITY DEVELOPMENT

Dave McCumber
Development Review Manager

Blue Springs, Missouri
Community Development

August 23, 2024

Ref: Public Hearing: ANNEXATION | ANNX-07-24-9240
"Ashlar Homes Annex"
Parcel #: 36-710-01-03-00-0-00-000; 36-720-02-03-01-0-00-000; 36-740-02-02-00-0-00-000; 36-730-02-01-00-0-00-000; and 36-740-01-01-00-0-00-000

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Your attendance and comments are welcome at these meetings. Questions concerning this matter may be directed to the Community Development Department at 816-228-0207.

Sincerely,

CITY OF BLUE SPRINGS
COMMUNITY DEVELOPMENT

Dave McCumber
Development Review Manager

Introduced by Councilmember _____ BILL NO. 5253
(ANNX-07-24-9240)

ORDINANCE NO. _____

AN ORDINANCE ANNEXING 71.62 +/- ACRES OF PROPERTY LOCATED NORTH AND SOUTH OF 40 HIGHWAY AND EAST OF THE ADAMS POINTE GOLF CLUB INTO THE CITY OF BLUE SPRINGS, MISSOURI

WHEREAS, pursuant to the Revised Statutes of Missouri and Ordinances of the City of Blue Springs, Missouri, a Voluntary Annexation Petition requesting annexation for the property located north and south of 40 Highway and east of the Adams Pointe Golf Club was filed with the City of Blue Springs by Ashlar Homes on behalf of Judy D. Smith Revocable Living Trust 12-23-1996, Bellington Larry D Estate, and Bruce M Bellington Trust dated 9/30/2003, the owners of all fee interests of record, in the lot of real estate described hereafter; and

WHEREAS, said real estate described herein is adjacent and contiguous to the present corporate limits of the City of Blue Springs, Missouri; and

WHEREAS, on September 3, 2024, a public hearing concerning the matter was held before the City Council of the City of Blue Springs, timely and proper notice of said hearing having been duly published; and

WHEREAS, the City Council of the City of Blue Springs has determined that the general criteria for annexation exists as mentioned in the Revised Statutes of Missouri and finds that said annexation is reasonable and necessary to the proper development of the City and that the City is able to furnish normal municipal services to said area within a reasonable time after annexation.

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

Section 1. That, pursuant to Section 71.012, RSMo, the described lot of land of real estate, described below, is hereby annexed into the City of Blue Springs, Missouri, to wit.

The Land referred to herein below is situated in the County of Jackson, State of Missouri, and is described as follows:

TRACT 1:
All that part of the Southeast One-Quarter of the Northwest One-Quarter, the Southwest One-Quarter of the Northeast One-Quarter, the Northeast One-Quarter of the Southwest One-Quarter and the Northwest One-Quarter of the Southeast One-Quarter all in Section 33, Township 49 North, Range 30 West, Jackson County, Missouri, being more particularly described as follows:

COMMENCING at the Northeast corner of the Northwest One-Quarter of said Section 33; thence South 02 degrees 04 minutes 51 seconds West along the East line of the Northwest One-Quarter of said Section 33 a distance of 1321.02 feet to a point being the Northwest corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33 also being THE POINT OF BEGINNING; thence South 87 degrees 31 minutes 40 seconds East along the North line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33 a distance of 1313.38 feet to a point

being the Northeast corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33; thence South 01 degrees 58 minutes 33 seconds West along the East line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33 a distance of 1292.30 feet to a point on the North right-of-way line of U.S. Highway Number 40 as now established; thence along the said North right-of-way line on a curve to the right having an initial tangent bearing of South 84 degrees 24 minutes 31 seconds West, a radius of 11315.20 feet a distance of 7.84 feet to a point; thence continuing along said North right-of-way South 84 degrees 25 minutes 23 seconds West a distance of 407.04 feet to a point; thence continuing along said North right-of-way South 86 degrees 30 minutes 31 seconds West a distance of 1230.35 feet to a point; thence North 02 degrees 04 minutes 51 seconds East a distance of 637.75 feet to a point; thence South 87 degrees 45 minutes 39 seconds West a distance of 590.90 feet to a point; thence North 08 degrees 42 minutes 49 seconds East a distance of 512.78 feet to a point; thence North 67 degrees 36 minutes 29 seconds East a distance of 824.00 feet to a point; thence South 87 degrees 28 minutes 34 seconds East a distance of 100.03 feet to a point on the East line of the Southeast One-Quarter of the Northwest One-Quarter of said Section 33; thence North 02 degrees 04 minutes 51 seconds East along said East line a distance of 32.86 feet to the point of beginning.

TRACT 2:
All that part of the Northeast One-Quarter of the Southwest One-Quarter and the Northwest One-Quarter of the Southeast One-Quarter of Section 33, Township 49 North, Range 30 West lying North of the North Right of Way line of the Kansas City Southern Railway Company Right of Way and South of the U.S. Highway Number 40 Right of Way line, in Jackson County, Missouri, being more particularly described as follows:

Commencing at the Northeast corner of the Southwest One-Quarter of Section 33, Township 49 Range 30 East: thence South 01 degrees 47 minutes 32 seconds West along the East line of said Southwest One- Quarter a distance of 397.88 feet to a point on the South Right of way line of U.S. Highway Number 40 as now established, said point being the Point of Beginning; thence North 86 degrees 30 minutes 31 seconds East along said South Right of Way a distance of 1320.91 feet to a point on the East line of the Northwest One-Quarter of the Southeast One-Quarter of said Section 33; thence South 01 degrees 52 minutes 55 seconds West along said East line a distance of 109.42 feet to a point on the North Right of Way line of the Kansas City Southern Railway Company; thence South 86 degrees 23 minutes 05 seconds West along said North Right of Way line a distance of 1321.01 feet to a point on the East line of said Southwest One-Quarter of Section 33; thence continuing along said North Right of Way line South 79 degrees 23 minutes 04 seconds West a distance of 720.93 feet to a point of curvature; thence continuing along said North Right of Way line along a tangent curve to the left with a radius of 8744.41 feet, a central angle of 04 degrees 08 minutes 13 seconds, and a length of 631.38 feet to a point on the West line of the Northeast One-Quarter of the Southwest One-Quarter of said Section 33; thence North 01 degrees 58 minutes 33 seconds East along said West line a distance of 303.43 feet to a point on the South Right of Way of said U.S. Highway Number 40; thence North 86 degrees 30 minutes 31 seconds East along said South Right of Way a distance of 1319.93 feet to the Point of Beginning, except any part taken or used for Right of Way.

DESCRIPTION TRACT 3: as described in Quit Claim Deed. Document No. 2014E0065067

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

COMMENCING at the Northeast corner of the Northwest One-Quarter of said Section 33; thence South 02 degrees 04 minutes 51 seconds West along the East line of the Northwest One-Quarter of said Section 33, a distance of 1321.02 feet to a point, being the Northwest corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33; thence South 87 degrees 31 minutes 40 seconds East along the North line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33, a distance of 1313.38 feet to a point, being the Northeast corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33; thence South 01 degrees 58 minutes 33 seconds West along the East line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33, a distance of 1292.30 feet to a point on the North right of way line of U.S. Highway Number 40 as now established; thence along the said North right of way line on a curve to the right having an initial tangent bearing of South 84 degrees 24 minutes 31 seconds West, a radius of 11315.20 feet a distance of 7.84 feet to a point; thence continuing along said North right of way South 84 degrees 25 minutes 23 seconds West, a distance of 407.04 feet to the Point of Beginning; thence continuing along said North right of way South 86 degrees 30 minutes 31 seconds West, a distance of 1230.35 feet to a point; thence South 02 degrees 04 minutes 51 seconds West, a distance of 100.47 feet to a point, said point being 36.50 feet North of the centerline of U.S. Highway Number 40, per Federal project No. F.I.352(11), said centerline being the Northern paved edge of the existing roadway; thence North 86 degrees 30 minutes 31 seconds East along a line 36.50 feet North of and parallel to said centerline, a distance of 1240.11 feet to a point; thence North 03 degrees 29 minutes 29 seconds West, a distance of 100.00 feet to the POINT OF BEGINNING and containing 2.836 acres more or less.

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 3rd day of September, 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

CITY OF BLUE SPRINGS, MISSOURI

CITY COUNCIL
September 3, 2024

EXHIBITS FOR PUBLIC HEARING

FISCAL YEAR 2024-2025 BUDGET

EXHIBIT #1 City Council Information Form dated August 2, 2024 with the following attachments: Budget in Brief; Notice of Public Hearing published in the Examiner on August 13, 2024 and Bill adopting 2024-25 Budget

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: August 2, 2024

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

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

ISSUE/REQUEST

A public hearing is being held to receive public comment on the proposed Fiscal Year (FY) 2024-25 Budget. Upon conclusion of the public hearing, a Bill approving the FY 2024-25 Budget will be ready for introduction and first reading.

BACKGROUND/JUSTIFICATION

The proposed 2024-25 budget of $95,995,532 represents an increase from the adopted 2023-24 budget of $85,746,282 by $10,249,250 or 11.95% primarily due to capital improvements in the Parks Sales Tax Fund and the Sewer Fund. A budget work session was held with the City Council on Thursday, August 15, 2024, to discuss the proposed budget.

The attached Budget in Brief summarizes the proposed 2024-25 budget.

Section 7.5 of the City's Home Rule Charter requires the adoption of the annual budget on or before the last day of the fiscal year currently ending. Adoption of the budget shall constitute appropriations of the amounts specified therein as expenditures from the funds indicated.

Fund	Proposed Budget FY 2024-25
General	$ 33,179,596
Hotel/Motel Tax	$ 380,000
Public Safety Sales Tax	$ 5,444,574
Parks Sales Tax	$ 7,430,194
Debt Service	$ 1,732,648
Capital Projects	$ 5,768,650
TIF Capital Projects	$ 6,905,602
Fieldhouse/Aquatics	$ 2,693,289
Golf Course	$ 2,384,660
Water	$ 13,474,983
Sewer	$ 16,601,337
Total Budget by Fund	$ 95,995,532

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
October 1, 2024	September 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. Budget in Brief
2. Notice of Public Hearing published in the Examiner on August 13, 2024
3. Bill adopting 2024-25 Budget

REVIEWED BY:

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

BUDGET IN BRIEF

City of Blue Springs, Missouri

October 1, 2024 - September 30, 2025

The Fiscal Year 2024-25 budget for the City of Blue Springs is the fiscal plan for this city for the next year. City Departments have set forth the goals and objectives they want to accomplish, including services and capital improvement projects.

Revenues

- The City of Blue Springs receives revenues from several sources, including property taxes, sales taxes, utility franchise fees, licenses fees, fines, charges for services, grants from other governmental agencies, donations, water sales and sewer services.

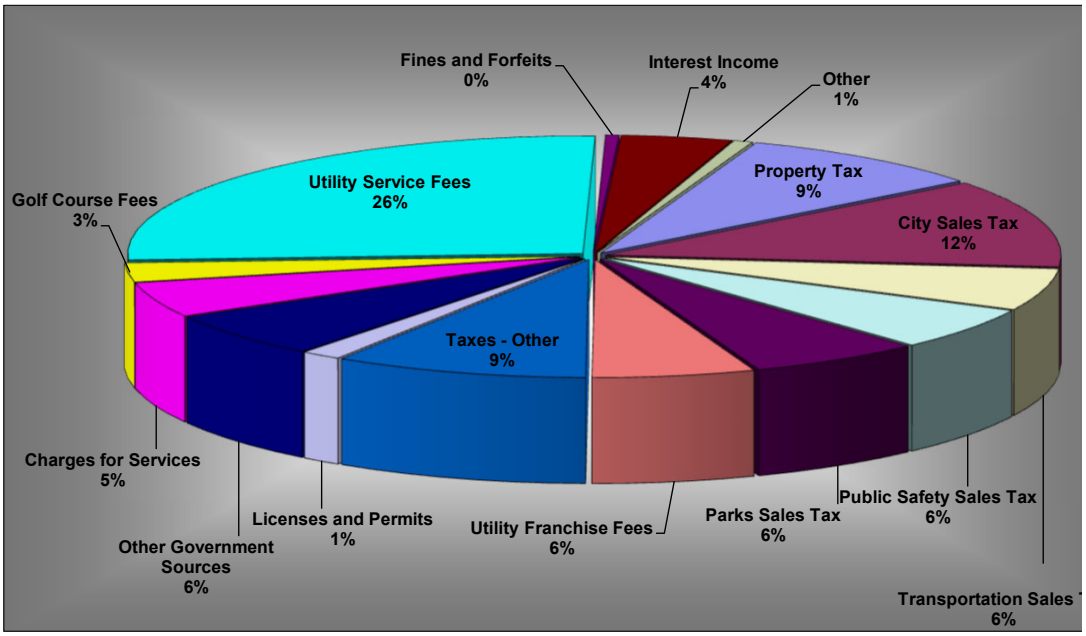
- Some of our largest revenue sources include:
  - $11,453,788 Water Sales
  - $11,370,677 Sewer Service
  - $10,730,435 1% City Sales Tax
  - $7,911,537 Property Taxes
  - $6,936,973 Tax Increment Finance Tax (TIF)
  - $5,446,456 Parks Sales Tax
  - $5,118,411 Utility Franchise Fees
  - $5,456,973 Other Government Sources
  - $5,166,412 Public Safety Sales Tax
  - $5,090,436 Transportation Sales Tax

- Overall revenues are expected to increase in nearly every category next year. General Fund is projected to increase by 5.69% or $1,687,286. Fines and Forfeits are projected to decrease compared to the adopted FY 2023-24 budget due to rising interest rates which negatively impacts building and right of way permits.

- The General Fund balance is required to stay at or above an amount equal to 25 percent of General Fund operating expenditures to provide for a 25 percent Emergency Reserve Fund. In addition, reserves of 25% each year, 50% of the growth in unassigned fund balance will be allocated to the Pavement Management Program each year. The 2024-25 budget projects an Emergency and Budget Stabilization Fund amount of $8,033,149 and anticipates fund balance will exceed this amount.

Where the Money Comes From

Revenue by Source



Fiscal Year 2024-25

Property Tax	$	7,911,537
City Sales Tax	$	10,730,435
Transportation Sales Tax	$	5,090,436
Public Safety Sales Tax	$	5,166,412
Parks Sales Tax	$	5,446,456
Utility Franchise Fees	$	5,118,411
Taxes - Other	$	7,969,793
Licenses and Permits	$	1,262,100
Other Government Sources	$	5,456,973
Charges for Services	$	4,270,546
Golf Course Fees	$	2,317,792
Utility Service Fees	$	23,285,182
Fines and Forfeits	$	429,914
Interest Income	$	3,505,072
Other	$	605,620
Use of Cash Reserves	$	7,428,854
Total	**$**	**95,995,532**

Expenditures

Expenditures for the City of Blue Springs in the Fiscal Year 2024-25 will total $95,995,532.

- The Expenditures include funding for:
  - personal services costs (salaries and benefits)
  - supplies and materials
  - contracted services
  - debt service payments (principal and interest)
  - capital outlay for equipment, vehicles, and computer enhancements, and
  - capital improvement projects

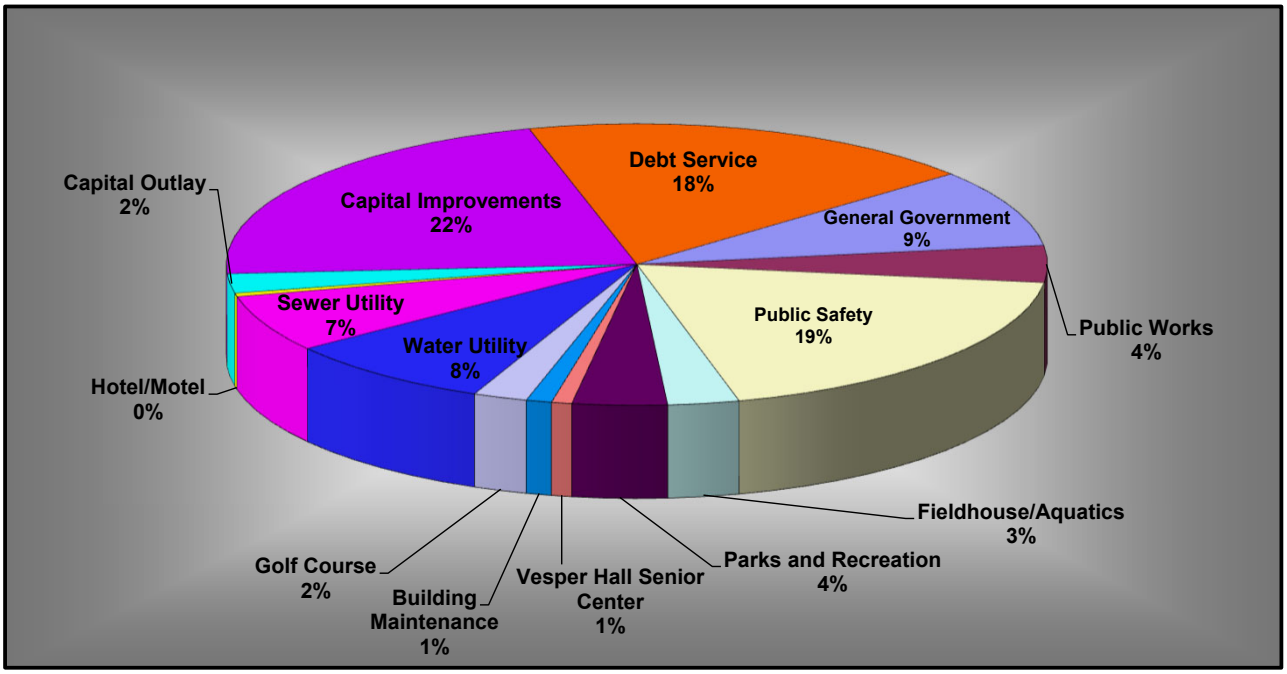
- The City has 339.13 Full-time Positions (including all full-time and part-time employees). The FTEs have increased by 3 positions compared to the 2023-24 adopted budget. The City Attorney position has been reclassified from a full-time position to a professional services agreement and four animal control officers have been added. Throughout the year, several positions were renamed based upon experience, job responsibilities and evolving organizational needs, without increasing the total number of employees. Those job titles include Senior Director, Assistant to the City Administrator, Assistant Director of Finance, Assistant Court Administrator, Senior Deputy Court Clerk, and Senior Administrative Assistant.

- Capital Improvement expenditures focus on the following priority areas:
  - Sanitary Sewer and Water System Maintenance
  - Parks Deferred Maintenance
  - Pavement Maintenance Program

- Other major expenditure line items include Wholesale Water Purchases, Purchased Sewer Services, Facility Utilities, Street Light Utilities, Park Maintenance Supplies, Training, Fuel, Patrol Car Replacement, Street Maintenance Materials and Prisoner Expenses.

Where the Money Goes

Expenditures by Function



Fiscal Year 2024-25

General Government	$	8,591,957
Public Works	$	4,062,398
Public Safety	$	18,167,513
Fieldhouse/Aquatics	$	2,693,289
Parks and Recreation	$	3,582,054
Vesper Hall Senior Center	$	764,914
Building Maintenance	$	963,248
Golf Course	$	2,043,410
Water Utility	$	8,004,126
Sewer Utility	$	6,253,455
Hotel/Motel	$	380,000
Capital Outlay	$	2,138,700
Capital Improvements	$	20,953,380
Debt Service	$	17,397,089
Total	**$**	**95,995,532**

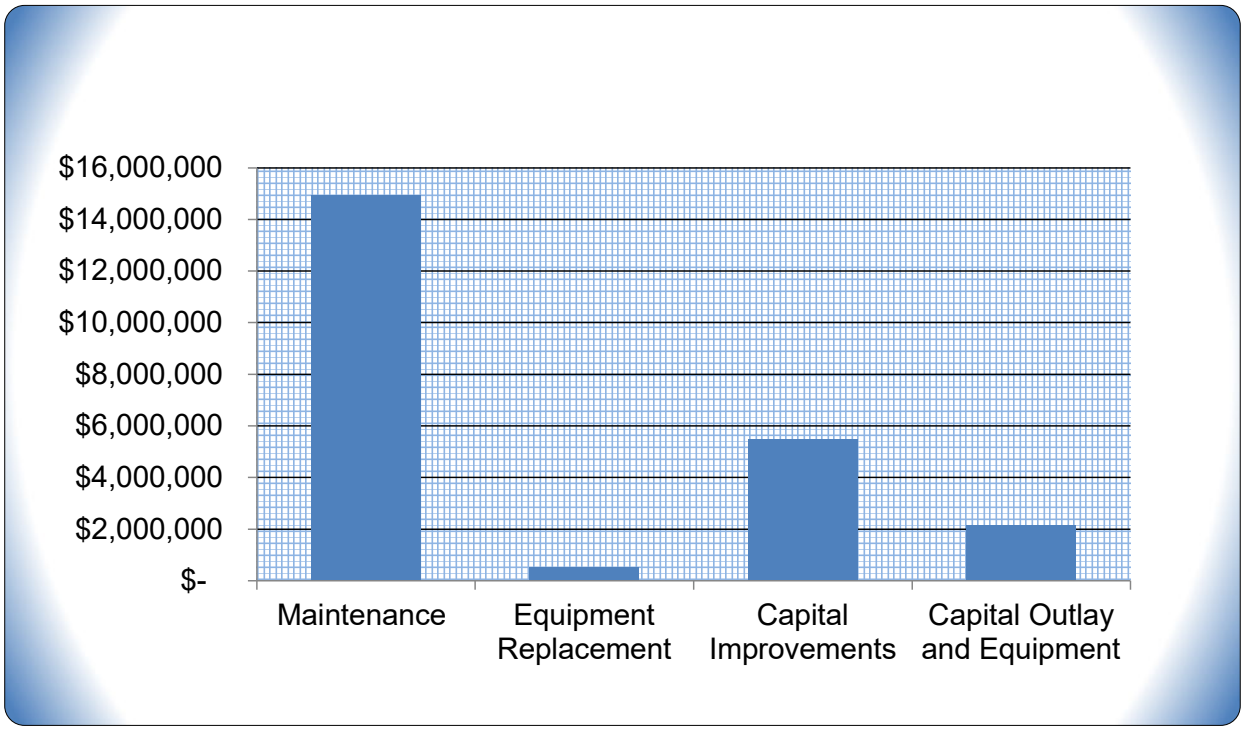
Capital Improvements

Total Expenditures: $23,092,080

Maintenance		**$**	**14,946,007**
PR-15	Burris Old Mill Park Renovation	$	175,000
PR-18	Adams Pointe Golf Club Improvements	$	3,675,000
PR-80	Trail Renovations	$	420,000
PR-81	Pink Hill Park Maintenance Building Improvements	$	750,000
PS-16	Communications Quality Control System	$	85,000
SAN-07	Citywide Maintenance	$	1,050,000
SNI-01	Sludge Removal	$	4,000,000
ST-06	Pavement Maintenance Program	$	2,625,000
ST-43	7 Highway Sidewalk Infill	$	850,000
ST-44	Concrete Repair and Maintenance	$	233,650
STM-06	Stormwater Maintenance	$	105,000
WA-12	Miscellaneous Watermain Maintenance	$	750,000
WA-14	Water Tank Maintenance Contract	$	227,357
Equipment Replacement		**$**	**516,373**
ST-24	Snow Plow / Dump Truck	$	220,000
ST-26	1.5 Ton Dump/Snow Truck	$	110,000
SAN -17	12,000 lb. Hydraulic Excavator	$	78,373
WA-04	18,000 lb. class Hydraulic Excavator	$	108,000
Capital Improvements		**$**	**5,491,000**
BF-19	Public Utilities Building -Phase II	$	3,266,000
PR-49	Parks and Open Space comprehensive Plan-Update	$	200,000
ST-52	AA Highway Improvement	$	1,625,000
SAN-19	Sewer Infrastructure Deployment	$	200,000
WA-17	Water Infrastructure Deployment	$	200,000
Capital Outlay and Equipment		**$**	**2,138,700**
Codes		$	49,999
Information Technology		$	71,000
Parks Maintenance		$	397,942
Parks Vesper Hall Senior Center		$	3,000
Police Community Services Bureau		$	63,000
Police Investigative Services Bureau		$	70,000
Police Operations Bureau		$	324,836
Public Safety Sales Tax Information Technology		$	7,500
Public Safety Sales Tax Administration		$	199,500
Public Safety Sales Tax Investigative Services Bureau		$	52,000
Public Safety Sales Tax Operations Bureau		$	341,000
Sewer Operations		$	212,600
Street Maintenance		$	67,223
Water Operations		$	187,600
Water Maintenance		$	91,500

Capital Improvements

Type of Improvement

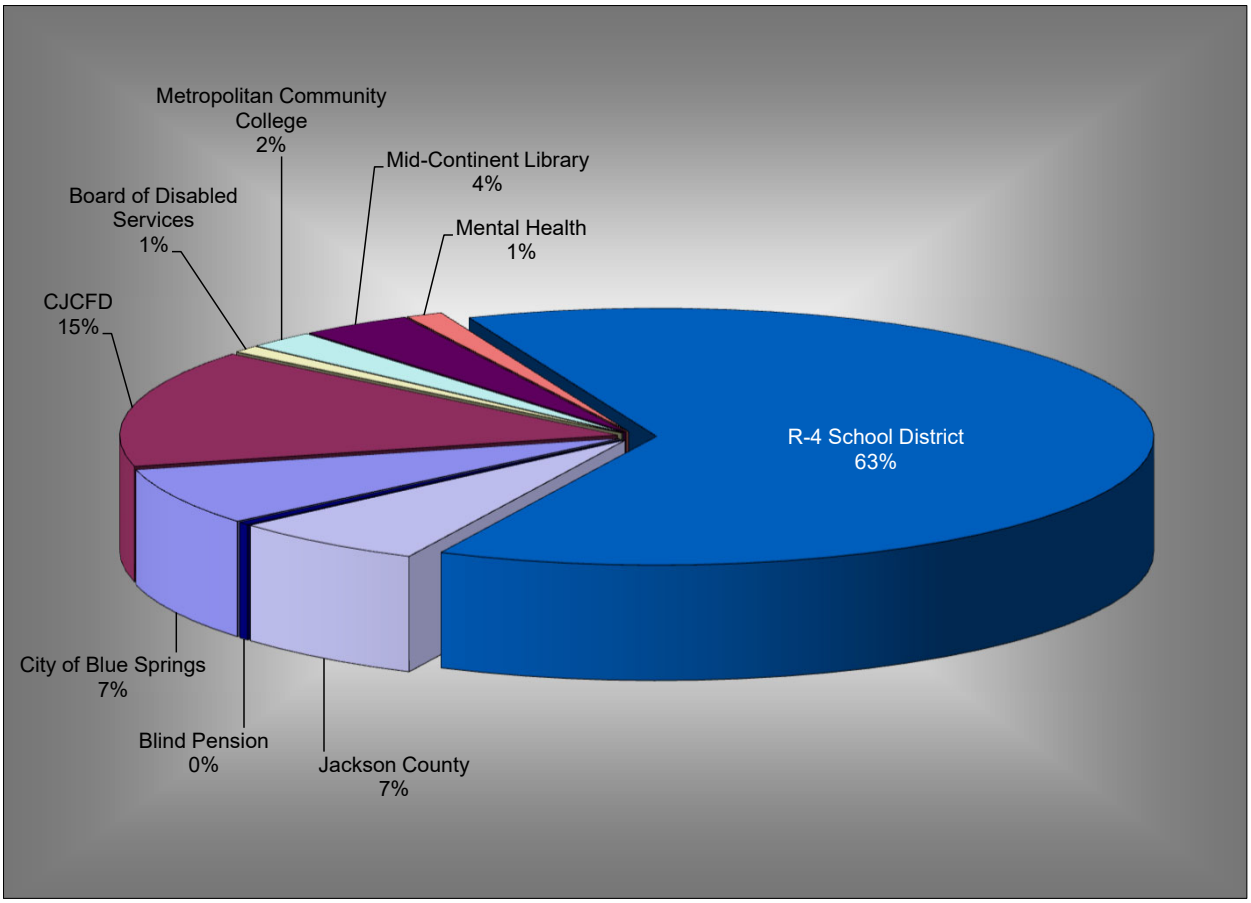


Fiscal Year 2024-25

Maintenance	$	14,946,007
Equipment Replacement	$	516,373
Capital Improvements	$	5,491,000
Capital Outlay and Equipment	$	2,138,700
Total	**$**	**23,092,080**

Where Your Tax Dollars Go

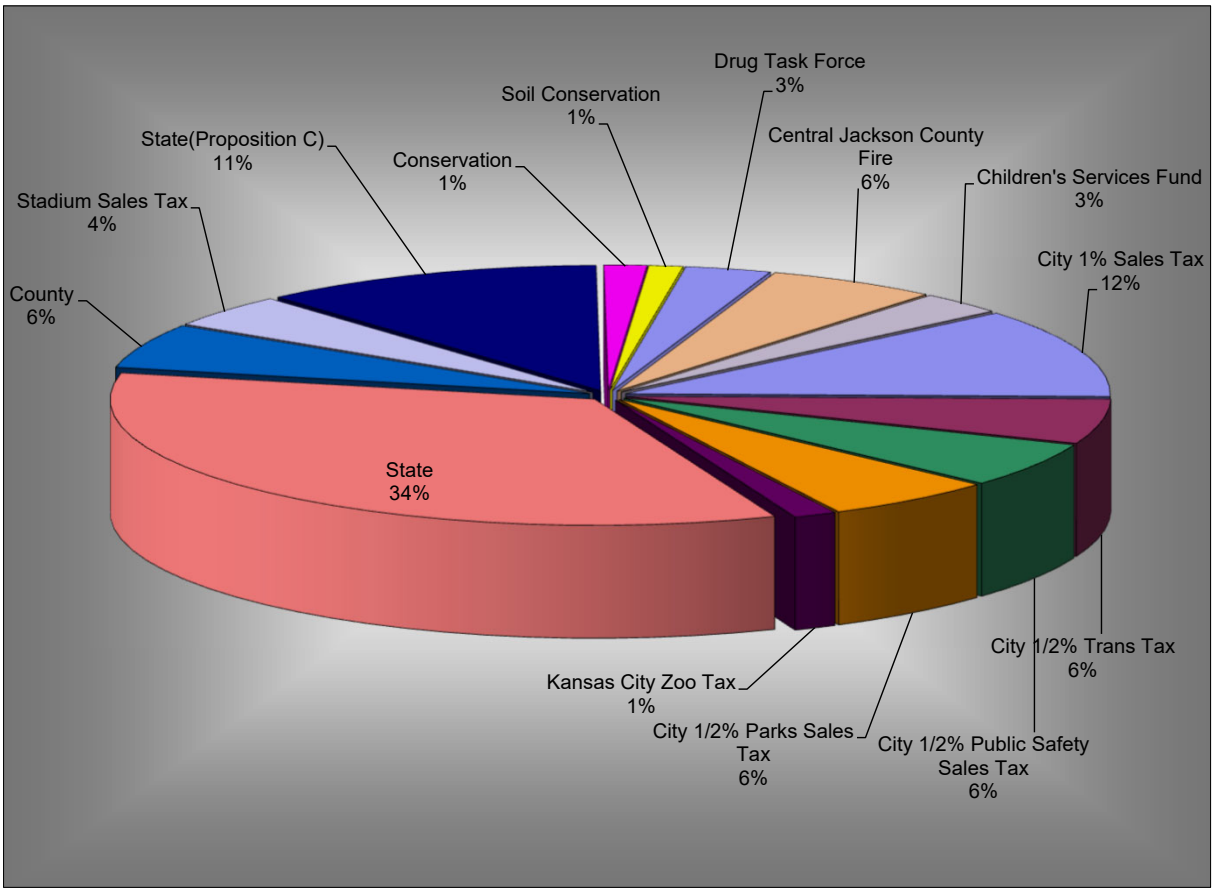
Property Tax Revenue Distribution



The 2024 property tax rate is $8.0017 per $100 assessed valuation. The City's portion of the $8.0017 is $0.5759. Of the $0.5759, $0.4259 goes to the General Fund for general government purposes and $.15 pays debt service on general obligation bonds in the General Obligation Bond Debt Service Fund.

Where Your Tax Dollars Go

Sales Tax Revenue Distribution



The 2024 City sales tax rate is 8.725 % of gross sales. The City's portion of the 8.725 % is 1 percent. This is the largest general government revenue source for the City, and is used to finance general government and capital improvements. In addition, there is a .5 percent Transportation Sales Tax, which is used solely to finance transportation improvements, such as streets, a .5 percent Public Safety Sales Tax, which is used solely to finance Public Safety operations and a .5 percent Park Sales Tax, which is used solely to finance park improvements.

Summary of Available Net Assets

Fund	Total Estimated Available Net Assets 10/01/24	Projected Revenues	Budgeted Expenditures	Operating Transfer In(Out)	Total Estimated Available Net Assets 9/30/25
General Fund	$ 19,282,301	$ 31,324,848	$ 33,179,596	$ 1,854,747	$ 19,282,300
G.O. Bond Debt Service	$ 3,148,801	$ 2,183,605	$ 1,732,648	$ -	$ 3,599,759
Capital Projects	$ 4,750,216	$ 5,203,936	$ 5,768,650	$ 453,354	$ 4,638,856
TIF Capital Projects	$ 7,051,645	$ 6,936,973	$ 6,905,602	$ (30,129)	$ 7,052,889
Fieldhouse/Aquatics	$ (2,700,971)	$ 2,718,221	$ 2,693,289	$ 175,846	$ (2,500,193)
Park Sales Tax	$ 18,756,248	$ 6,012,322	$ 7,430,194	$ -	$ 17,338,376
Golf Course	$ 587,861	$ 2,334,660	$ 2,384,660	$ 50,000	$ 587,860
Water Utility	$ 17,672,675	$ 12,335,571	$ 13,474,983	$ (829,833)	$ 15,703,429
Sewer Utility	$ 20,613,836	$ 13,270,525	$ 16,601,337	$ (1,477,313)	$ 15,805,711
Hotel/Motel Tax	$ 1,688,767	$ 779,051	$ 380,000	$ (196,672)	$ 1,891,147
Public Safety Sales Tax	$ 7,350,461	$ 5,466,967	$ 5,444,574	$ -	$ 7,372,853
Totals	**$ 98,201,839**	**$ 88,566,678**	**$ 95,995,532**	**$ -**	**$ 90,772,988**

City of Blue Springs
Budget Summary Fiscal Year 2024-25

Revenues

By Source:		
Property Tax	$	7,911,537
City Sales Tax	$	10,730,435
Transportation Sales Tax	$	5,090,436
Public Safety Sales Tax	$	5,166,412
Park Sales Tax	$	5,446,456
Utility Franchise Fees	$	5,118,411
Taxes - Other	$	7,969,793
Licenses and Permits	$	1,262,100
Other Government Sources	$	5,456,973
Charges for Services	$	4,270,546
Utility Service Fees	$	23,285,182
Golf Course Fees	$	2,317,792
Fines and Forfeits	$	429,914
Interest Income	$	3,505,072
Other	$	605,620
Use of Cash Reserves	$	7,428,854
Total Projected Revenues	**$**	**95,995,532**

Tax Rates (As of November 1, 2023)		
Property Tax per $100 assessed valuation:		
City of Blue Springs	$	0.5759
Central Jackson County Fire	$	1.1847
Board of Disabled Services	$	0.0716
Metropolitan Community College	$	0.1780
Mid-Continent Library	$	0.2911
Mental Health	$	0.0953
R-4 School District	$	5.0635
Jackson County	$	0.5116
Blind Pension	$	0.0300
Total	**$**	**8.0017**

Sales Taxes per $1.00 in sales:		
City 1% Sales Tax	$	0.01000
City 1/2% Transportation Sales Tax	$	0.00500
City 1/2% Public Safety Sales Tax	$	0.00500
City 1/2% Parks Sale Tax	$	0.00500
Kansas City Zoo Tax	$	0.00125
State	$	0.03000
County	$	0.00500
Central Jackson County Fire	$	0.00500
Stadium Sales Tax	$	0.00375
State (Proposition C)	$	0.01000
Conservation	$	0.00125
Soil Conservation	$	0.00100
Drug Task Force	$	0.00250
Children's Services Fund	$	0.00250
Total	**$**	**0.08725**

Expenditures

Expenditures by Function		
General Government	$	8,591,957
Public Works	$	4,062,398
Public Safety	$	18,167,513
Fieldhouse/Aquatics	$	2,693,289
Parks and Recreation	$	3,582,054
Vesper Hall Senior Center	$	764,914
Building Maintenance	$	963,248
Golf Course	$	2,043,410
Water Utility	$	8,004,126
Sewer Utility	$	6,253,455
Hotel / Motel	$	380,000
Total	**$**	**55,506,364**

Operating Expenditures by Category		
Personal Services	$	29,117,037
Supplies and Materials	$	3,491,670
Contracted Services	$	22,897,657
Total	**$**	**55,506,364**

Capital Improvement Expenditures		
Parks	$	5,220,000
Public Safety	$	85,000
Streets	$	5,768,650
Sanitary Sewer	$	3,287,973
Sni-A-Bar	$	4,000,000
Water System	$	2,591,757
Capital Outlay	$	2,138,700
Total	**$**	**23,092,080**

Debt Service Expenditures		
General Obligation Debt	$	1,732,648
Park Sales Tax Debt	$	2,210,194
Golf Course Debt	$	341,250
Public Safety Sales Tax Debt	$	1,372,313
TIF Capital Projects	$	6,293,376
Grain Valley / Tri-County	$	2,600,000
Sewer	$	2,847,309
Total	**$**	**17,397,089**

Total Budgeted Expenditures	**$**	**95,995,532**


THE CITY OF BLUE SPRINGS
MISSOURI

THE EXAMINER

AFFIDAVIT OF PUBLICATION

Notice ID: Xu9ZTQ0cpgjVAJMAOY8
FY 2024-25 Annual Budget

AFFIDAVIT OF PUBLICATION: #2556090

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. 13, 2024

Sherry Groves

Authorized Agent

Notary, State of MN, County of Redwood
Commission expires January 31, 2025

Printer's Fee: $51.74

NOTICE OF PUBLIC HEARING

The City Council of the City of Blue Springs, Missouri, will hold a public hearing Tuesday, September 3, 2024, at 6:00 p.m. in the Council Chambers of the Howard L. Brown Public Safety Building, 1100 SW Smith Street, to receive citizens' comments relative to the City's proposed 2024-2025 fiscal year budget.

The Budget Message and proposed 2024-2025 fiscal year budget are available for inspection on the City's website at www.bluespringsgov.com . Anyone desiring further information is invited to contact the City Administrator Monday through Friday, 8:00 a.m. to 5:00 p.m. Phone number 228-0111.

CITY COUNCIL
CITY OF BLUE SPRINGS
BY ERIN FORD, CITY CLERK

Published in the Examiner, Aug 13, 2024

2556090

LEANNE JOY KAUFENBERG
Notary Public
State of Minnesota
My Commission Expires
January 31, 2025

Introduced by Councilmember _____ BILL NO. 5254

ORDINANCE NO. _____

AN ORDINANCE APPROVING, ADOPTING AND APPROPRIATING THE ANNUAL OPERATING AND CAPITAL BUDGETS OF THE CITY OF BLUE SPRINGS, MISSOURI, FOR THE FISCAL YEAR OCTOBER 1, 2024 – SEPTEMBER 30, 2025

WHEREAS, in accordance with Section 7.2 of the City Charter, the City Council does hereby adopt the Budget for the 2024-25 Fiscal Year, including proposed income, proposed operating expenditures, and proposed capital expenditures; and

WHEREAS, total proposed expenditures shall not exceed the total of estimated income plus any surplus anticipated to be on hand at the end of the 2023-24 fiscal year; and

WHEREAS, the City Council has held a Public Hearing for public comment and input on September 3, 2024, for the October 1, 2024 - September 30, 2025 Proposed Annual Budget as required by Section 7.5 of the City Charter.

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

Section 1. The Annual Budget of $95,995,532 including organizational salary schedule, operating and expenses accounts for staff, boards and commissions, and the City Council, debt service fund accounts, special revenues funds, enterprise funds, capital projects funds and a Capital Improvements Program (CIP) of the City of Blue Springs, Missouri, for the fiscal year commencing October 1, 2024, and ending September 30, 2025, as submitted by the City Administrator and incorporated herein by reference, as if fully set out in this Ordinance, is hereby approved.

Fund	Appropriation Amount
General	$ 33,179,596
Hotel/Motel Tax	$ 380,000
Public Safety Sales Tax	$ 5,444,574
Parks Sales Tax	$ 7,430,194
Debt Service	$ 1,732,648
Capital Projects	$ 5,768,650
TIF Capital Projects	$ 6,905,602
Fieldhouse/Aquatics	$ 2,693,289
Golf Course	$ 2,384,660
Water	$ 13,474,983
Sewer	$ 16,601,337
Total Budget by Fund	**$ 95,995,532**

Section 2. The City Administrator is hereby authorized to expend the funds as set forth in said Budget.

Section 3. That this Ordinance shall be in full force and effect from and after October 1, 2024.

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 18th day of September 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 12, 2024

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

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

ISSUE/REQUEST

Passage of a Bill accepting Right-of-Way conveyances, permanent drainage easement, and temporary construction easements from the abutting property owners for the Wyatt Road West improvements, Project No. 19-01-02.

BACKGROUND/JUSTIFICATION

The acquisition of Right-of-Way, permanent drainage easement, and temporary construction easements is required to construct the improvements along SW Wyatt Road from MO 7 Highway to a point 2,220 feet west of MO 7 Highway. The area acquired will also allow realignment of utilities adjacent to the corridor. The acquisition was negotiated by Keller, Craig & Associates, Inc., for the City ensuring all laws and protocols were followed during the process.

FINANCIAL IMPACT

Property Owners:

Property Owners	Amount Paid
Lorene Ellen Ann Dickinson, Trustee	$ 6,010
Robert Gregory and Doreen M. Johnson	$ 16,730
Kevin W. and Jill L. Fields	$ 16,280
Bryan K. and Krista D. Caton	$ 119,670
Troy Colbert	$ 100
James H. Keefer	$ 250
Lombardo Homes of Blue Springs, LLC	Donated

Amount of Request/ Contract:	$159,040 - Total paid to all property owners
Amount Budgeted:	$933,003
Budget Year:	FY 2023-24
Funding Source/Account #:	310-72000-543100 ST-54
Account Balance:	Owners have already been paid Date: 8/27/2024

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
September 3, 2024	NA

STAFF RECOMMENDATION

Staff recommends approval.

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill with deeds and easements attached as Exhibit A.

REVIEWED BY:

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

Introduced by Councilmember _____ BILL NO. 5255

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING RIGHT-OF-WAY AND TEMPORARY CONSTRUCTION EASEMENTS FROM THE ABUTTING PROPERTY OWNERS FOR THE WYATT ROAD WEST IMPROVEMENTS

WHEREAS, the City of Blue Springs is committed to ensure the Right-of-Way and temporary construction easements for the Wyatt Road West Improvements is conducted in a professional and legal manor; and

WHEREAS, deeds and easements are required to allow roadway and utilities to be located for as long as it is in the proposed location; and

WHEREAS, the City of Blue Springs has acquired the deed and easements; and

WHEREAS, staff recommends the acceptance of the deeds and easements obtained from the following abutting property owners: Lorene Ellen Ann Dickinson, Trustee, Robert Gregory and Doreen M. Johnson, Kevin W. and Jill L. Fields, Bryan K. and Krista D. Caton, Troy Colbert, James H. Keefer, and Lombardo Homes of Blue Springs, LLC for said Wyatt Road West Improvements.

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

Section 1. The City Administrator has the authority and is hereby authorized to accept the deeds and easements from the above listed property owners abutting the Wyatt Road Improvements. A copy of the deeds and easements is attached as Exhibit “A” and is incorporated therein.

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

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

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

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

EXHIBIT A

Title of Document:	General Warranty Deed
Date of Document:	July 1 ~~June~~ __, 2024
Grantor:	Lorene Ellen Ann Dickinson Trustee of the Ralph Charles Dickinson & Lorene Ellen Ann Dickinson Trust
Grantee:	City of Blue Springs
Mailing Address (Grantee):	903 W. Main Street, Blue Springs, Missouri 64015

Legal description: **PERMANENT RIGHT OF WAY:**

A TRACT OF LAND FOR **PERMANENT RIGHT-OF-WAY** PURPOSES, LYING IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 48 NORTH, RANGE 31 WEST, IN JACKSON COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND BEING MORE PARTICULARLY DESCRIBED BY JOHN HENRY LILAK, MISSOURI PLS #2611, AS AN AGENT FOR BARTLETT & WEST, INC., MISSOURI PLS #2005013257 AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 24, T48N, R31W, BEING A FOUND 1/2 INCH IRON REBAR WITH CAP LS 2143 PER DOCUMENT #600-46480; THENCE N87°58'45"W ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, ALSO BEING THE EXISTING SOUTH RIGHT-OF-WAY LINE OF SOUTHWEST WYATT ROAD, AS NOW ESTABLISHED, A DISTANCE OF 825.17 FEET TO THE NORTHEAST CORNER OF THE PROPERTY LABELED "TRACT II", AS DESCRIBED WITHIN THE QUIT CLAIM DEED DOCUMENT #2007E0112874, AS RECORDED IN THE RECORDER OF DEEDS OFFICE OF THE JACKSON COUNTY, MISSOURI COURTHOUSE, IN JACKSON COUNTY, MISSOURI, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;
THENCE S01°46'54"W ALONG SAID EAST LINE OF THE SAID PROPERTY, A DISTANCE OF 13.66 FEET; THENCE N87°58'45"W, A DISTANCE OF 165.15 FEET TO A

POINT ON THE WEST LINE OF SAID PROPERTY; THENCE N01°46'54"E ALONG SAID WEST LINE OF THE SAID PROPERTY, A DISTANCE OF 13.66 FEET TO A POINT ON THE SAID NORTH LINE OF SAID NORTHEAST QUARTER, ALSO BEING THE SAID SOUTH RIGHT-OF-WAY LINE OF SOUTHWEST WYATT ROAD; THENCE S87°58'45"E ALONG THE SAID NORTH LINE OF SAID NORTHEAST QUARTER, ALSO BEING THE SAID EXISTING SOUTH RIGHT-OF-WAY LINE OF SOUTHWEST WYATT ROAD, A DISTANCE OF 165.15 FEET TO THE **POINT OF BEGINNING**. THE TRACT DESCRIBED ABOVE CONTAINS 2,255.58 SQUARE FEET OR 0.052 ACRES, MORE OR LESS.

GENERAL WARRANTY DEED

THIS AGREEMENT made this 1st day of July, 2024 by and between, Lorene Ellen Ann Dickinson, Trustee of the Ralph Charles Dickinson and Lorene Ellen Ann Dickinson Trust, of Jackson County, Missouri, Grantor and party of the first part, and City of Blue Springs, Grantee and party of the second part.

GRANTEE'S ADDRESS: 903 W. Main Street, Blue Springs, Missouri 64015

Grantor, in consideration of the sum of ONE AND NO/100 DOLLARS AND OTHER VALUABLE CONSIDERATION ($1.00 & O.V.C.), to be paid by the City of Blue Springs, the receipt of which is hereby acknowledged, does by these presents convey, remise, release and quitclaim unto said party of the second part, the following described general warranty deed in real estate in the County of Jackson, State of Missouri, to wit:

A TRACT OF LAND FOR **PERMANENT RIGHT-OF-WAY** PURPOSES, LYING IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 48 NORTH, RANGE 31 WEST, IN JACKSON COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND BEING MORE PARTICULARLY DESCRIBED BY JOHN HENRY LILAK, MISSOURI PLS #2611, AS AN AGENT FOR BARTLETT & WEST, INC., MISSOURI PLS #2005013257 AS FOLLOWS:

GENERAL WARRANTY DEED DESCRIPTION:

See attached Exhibits.

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 24, T48N, R31W, BEING A FOUND 1/2 INCH IRON REBAR WITH CAP LS 2143 PER DOCUMENT #600-46480; THENCE N87°58'45"W ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, ALSO BEING THE EXISTING SOUTH RIGHT-OF-WAY LINE OF SOUTHWEST WYATT ROAD, AS NOW ESTABLISHED, A DISTANCE OF 825.17 FEET TO THE NORTHEAST CORNER OF THE PROPERTY LABELED "TRACT II", AS DESCRIBED WITHIN THE QUIT CLAIM DEED DOCUMENT #2007E0112874, AS RECORDED IN THE RECORDER OF DEEDS OFFICE OF THE JACKSON COUNTY, MISSOURI COURTHOUSE, IN JACKSON COUNTY, MISSOURI, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;
THENCE S01°46'54"W ALONG SAID EAST LINE OF THE SAID PROPERTY, A DISTANCE OF 13.66 FEET; THENCE N87°58'45"W, A DISTANCE OF 165.15 FEET TO A POINT ON THE WEST LINE OF SAID PROPERTY; THENCE N01°46'54"E ALONG SAID WEST LINE OF THE SAID PROPERTY, A DISTANCE OF 13.66 FEET TO A POINT ON THE SAID NORTH LINE OF SAID NORTHEAST QUARTER, ALSO BEING THE SAID SOUTH RIGHT-OF-WAY LINE OF SOUTHWEST WYATT ROAD; THENCE S87°58'45"E

ALONG THE SAID NORTH LINE OF SAID NORTHEAST QUARTER, ALSO BEING THE SAID EXISTING SOUTH RIGHT-OF-WAY LINE OF SOUTHWEST WYATT ROAD, A DISTANCE OF 165.15 FEET TO THE **POINT OF BEGINNING**. THE TRACT DESCRIBED ABOVE CONTAINS 2,255.58 SQUARE FEET OR 0.052 ACRES, MORE OR LESS.

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its successors and assigns; the said parties of the first part hereby covenant that they are lawfully seized of an indefeasible estate in fee in the premises from which right of way easement is herein conveyed and that they have good right to convey the same.

IN WITNESS WHEREOF, the said Grantor executed the above the day and year first above written.

Grantor hereby covenants that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed. Grantor covenants that they have good right to convey the property. Grantor covenants that the said premises are free and clear of any encumbrances done or suffered by them or those under whom they claim; and that they will warrant and defend the title to said premises unto the City of Blue Springs and unto its successors and assigns, forever, against the lawful claims and demands of all persons whomsoever.

Grantee shall obtain all rights, privileges, appurtenances and immunities belonging to Grantor, their successors and assigns forever.

IN WITNESS WHEREOF, the GRANTOR has caused this instrument to be executed the above day and year first above written.

GRANTOR: Lorene Ellen Ann Dickinson, Trustee

Lorene Ellen Ann Dickinson

Lorene Ellen Ann Dickinson, Trustee

GRANTEE: CITY OF BLUE SPRINGS

_____

Christine Cates
City Administrator, City of Blue Springs

VERIFICATION AND ACKNOWLEDGMENT BY INDIVIDUALS

STATE OF MISSOURI)
COUNTY OF JACKSON)

EXHIBIT 'A'

OWNER: RALPH C. & LORENE E. DICKINSON, TRUSTEES
MAILING ADDRESS: 25611 SW WYATT ROAD
BLUE SPRINGS, JACKSON COUNTY, MISSOURI 64015
PARCEL ID NO.: 53-110-01-99-00-0-00-000
LOCATION: NE1/4, SEC.24, T48N, R31W
TRACT NO.: 01

PERMANENT RIGHT-OF-WAY DESCRIPTION

A TRACT OF LAND FOR **PERMANENT RIGHT-OF-WAY** PURPOSES, LYING IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 48 NORTH, RANGE 31 WEST, IN JACKSON COUNTY, MISSOURI. BEARINGS ARE REFERENCED TO THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND BEING MORE PARTICULARLY DESCRIBED BY JOHN HENRY LILAK, MISSOURI PLS #2611, AS AN AGENT FOR BARTLETT & WEST, INC., MISSOURI PLS #2005013257 AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 24, T48N, R31W, BEING A FOUND 1/2 INCH IRON REBAR WITH CAP LS 2143 PER DOCUMENT #600-46480; THENCE N87°58'45"W ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, ALSO BEING THE EXISTING SOUTH RIGHT-OF-WAY LINE OF SOUTHWEST WYATT ROAD, AS NOW ESTABLISHED, A DISTANCE OF 825.17 FEET TO THE NORTHEAST CORNER OF THE PROPERTY LABELED "TRACT II", AS DESCRIBED WITHIN THE QUIT CLAIM DEED DOCUMENT #2007E0112874, AS RECORDED IN THE RECORDER OF DEEDS OFFICE OF THE JACKSON COUNTY, MISSOURI COURTHOUSE, IN JACKSON COUNTY, MISSOURI, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;

THENCE S01°46'54"W ALONG SAID EAST LINE OF THE SAID PROPERTY, A DISTANCE OF 13.66 FEET; THENCE N87°58'45"W, A DISTANCE OF 165.15 FEET TO A POINT ON THE WEST LINE OF SAID PROPERTY; THENCE N01°46'54"E ALONG SAID WEST LINE OF THE SAID PROPERTY, A DISTANCE OF 13.66 FEET TO A POINT ON THE SAID NORTH LINE OF SAID NORTHEAST QUARTER, ALSO BEING THE SAID SOUTH RIGHT-OF-WAY LINE OF SOUTHWEST WYATT ROAD; THENCE S87°58'45"E ALONG THE SAID NORTH LINE OF SAID NORTHEAST QUARTER, ALSO BEING THE SAID EXISTING SOUTH RIGHT-OF-WAY LINE OF SOUTHWEST WYATT ROAD, A DISTANCE OF 165.15 FEET TO THE **POINT OF BEGINNING**. THE TRACT DESCRIBED ABOVE CONTAINS 2,255.58 SQUARE FEET OR 0.052 ACRES, MORE OR LESS.

STATE OF MISSOURI
4-20-23
JOHN HENRY LILAK
LS-2611
REGISTERED LAND SURVEYOR

BY _____
JOHN HENRY LILAK, MO. PLS #2611
BARTLETT & WEST, INC., MO. LC #2005013257

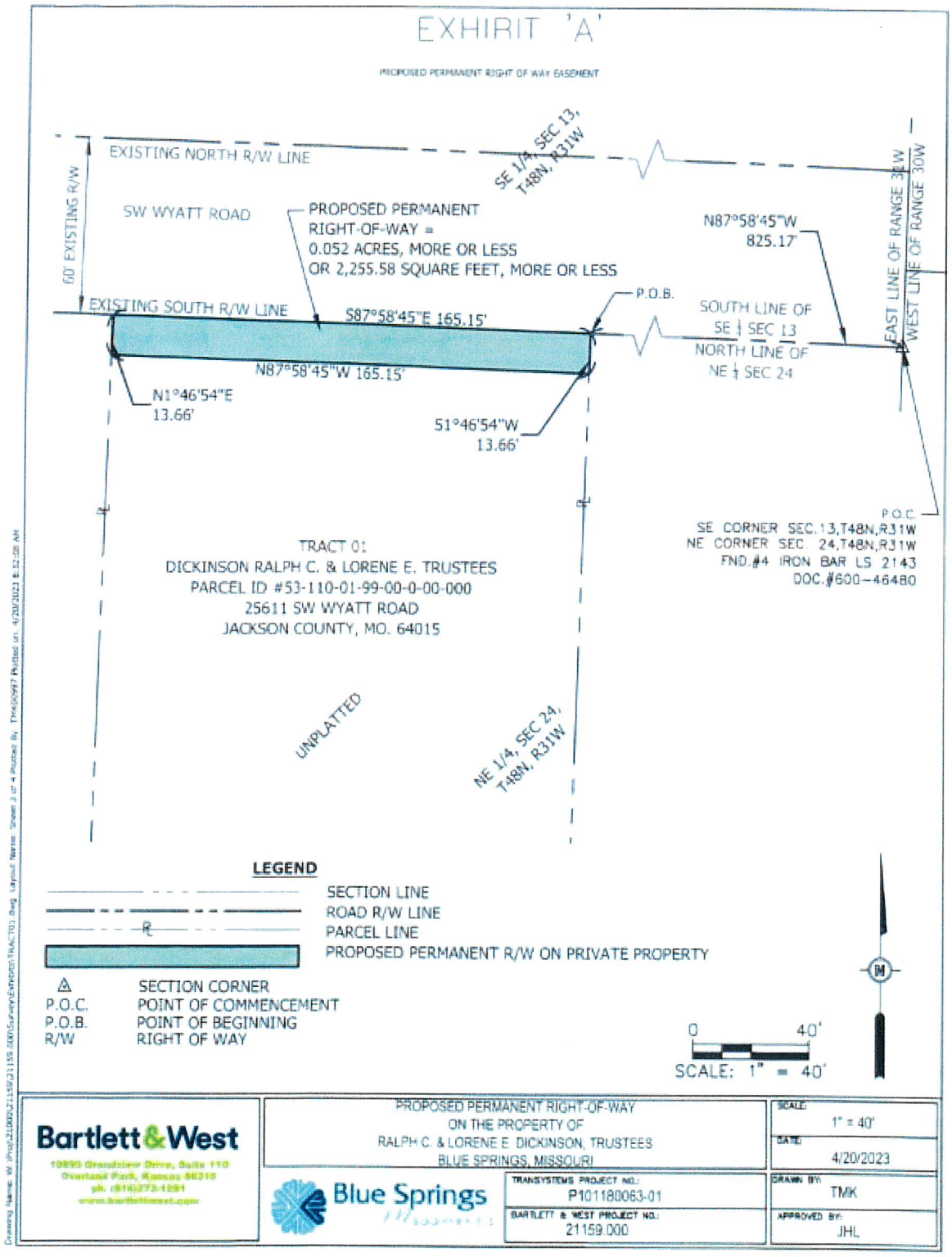
Bartlett & West
10990 Grandview Drive, Suite 110
Overland Park, Kansas 66210
ph. (816)272-1201
www.bartlettwest.com

PROPOSED PERMANENT RIGHT-OF-WAY
ON THE PROPERTY OF
RALPH C. & LORENE E. DICKINSON, TRUSTEES
BLUE SPRINGS, MISSOURI

Blue Springs

TRANSYSTEMS PROJECT NO.:	P101180063-01
BARTLETT & WEST PROJECT NO.:	21159.000
SCALE:	1" = 40'
DATE:	4/20/2023
DRAWN BY:	TMK
APPROVED BY:	JHL

Drawing Name: W:\Proj\21000\21159\21159.000\Survey\Layouts\TRACT01.dwg Layout Name: Sheet 3 of 4 Plotted By: THICKSON Plotted on: 4/20/2023 8:31:54 AM


EXHIBIT 'A'
PROPOSED PERMANENT RIGHT OF WAY EASEMENT
EXISTING NORTH R/W LINE
SE 1/4, SEC 13, T48N, R31W
60' EXISTING R/W
SW WYATT ROAD
PROPOSED PERMANENT RIGHT-OF-WAY = 0.052 ACRES, MORE OR LESS OR 2,255.58 SQUARE FEET, MORE OR LESS
N87°58'45"W 825.17'
EAST LINE OF RANGE 31W
WEST LINE OF RANGE 30W
EXISTING SOUTH R/W LINE
S87°58'45"E 165.15'
P.O.B.
SOUTH LINE OF SE 1/4 SEC 13
NORTH LINE OF NE 1/4 SEC 24
N87°58'45"W 165.15'
N1°46'54"E 13.66'
S1°46'54"W 13.66'
P.O.C.
SE CORNER SEC. 13, T48N, R31W
NE CORNER SEC. 24, T48N, R31W
FND. #4 IRON BAR LS 2143
DOC. #600-46480
TRACT 01
DICKINSON RALPH C. & LORENE E. TRUSTEES
PARCEL ID #53-110-01-99-00-0-00-000
25611 SW WYATT ROAD
JACKSON COUNTY, MO. 64015
UNPLATTED
NE 1/4, SEC 24, T48N, R31W
LEGEND
SECTION LINE
ROAD R/W LINE
PARCEL LINE
PROPOSED PERMANENT R/W ON PRIVATE PROPERTY
SECTION CORNER
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
R/W RIGHT OF WAY
0 40'
SCALE: 1" = 40'
Bartlett & West
Blue Springs
PROPOSED PERMANENT RIGHT-OF-WAY
ON THE PROPERTY OF
RALPH C. & LORENE E. DICKINSON, TRUSTEES
BLUE SPRINGS, MISSOURI
TRANSYSTEMS PROJECT NO.: P101180063-01
BARTLETT & WEST PROJECT NO.: 21159.000
SCALE: 1" = 40'
DATE: 4/20/2023
DRAWN BY: TMK
APPROVED BY: JHL

Title of Document:	Temporary Construction Easement
Date of Document:	July 1st, 2024
Grantor:	Lorene Ellen Ann Dickinson, Trustee of the Ralph Charles Dickinson and Lorene Ellen Ann Dickinson Trust
Grantee:	City of Blue Springs
Mailing Address (Grantee):	903 W. Main Street, Blue Springs, Missouri 64015

Legal description: **TEMPORARY CONSTRUCTION EASEMENT:**

A TRACT OF LAND FOR **TEMPORARY CONSTRUCTION EASEMENT** PURPOSES, LYING IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 48 NORTH, RANGE 31 WEST, IN JACKSON COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND BEING MORE PARTICULARLY DESCRIBED BY JOHN HENRY LILAK, MISSOURI PLS #2611, AS AN AGENT FOR BARTLETT & WEST, INC., MISSOURI PLS #2005013257 AS FOLLOWS:

See attached Exhibits.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 24, T48N, R31W, BEING A FOUND 1/2 INCH IRON REBAR WITH CAP LS 2143 PER DOCUMENT #600-46480; THENCE N87°58'45"W ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, ALSO BEING THE EXISTING SOUTH RIGHT-OF-WAY LINE OF SOUTHWEST WYATT ROAD, AS NOW ESTABLISHED, A DISTANCE OF 825.17 FEET TO THE NORTHEAST CORNER OF THE PROPERTY LABELED "TRACT

II", AS DESCRIBED WITHIN THE QUIT CLAIM DEED DOCUMENT #2007E0112874, AS RECORDED IN THE RECORDER OF DEEDS OFFICE OF THE JACKSON COUNTY, MISSOURI COURTHOUSE, IN JACKSON COUNTY, MISSOURI; THENCE S01°46'54"W ALONG SAID EAST LINE OF THE SAID PROPERTY, A DISTANCE OF 13.66 FEET TO THE **POINT OF BEGINNING**;
THENCE S01°46'54"W CONTINUING ALONG SAID EAST LINE OF THE SAID PROPERTY, A DISTANCE OF 12.63 FEET; THENCE N87°58'45"W, A DISTANCE OF 57.33 FEET; THENCE N01°51'00"E, A DISTANCE OF 12.63 FEET; THENCE S87°58'45"E, A DISTANCE OF 57.31 FEET TO THE **POINT OF BEGINNING**. THE TRACT DESCRIBED ABOVE CONTAINS 723.89 SQUARE FEET OR 0.017 ACRES, MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT made this 1st day of July, 2024 by and between, **Lorene Ellen Ann Dickinson, Trustee of the Ralph Charles Dickinson and Lorene Ellen Ann Dickinson Trust**, of Jackson County, Missouri, Grantor and party of the first part, and City of Blue Springs, Grantee and party of the second part.

GRANTEE'S ADDRESS: 903 W. Main Street, Blue Springs, Missouri 64015

Grantor, in consideration of the sum of ONE AND NO/100 DOLLARS AND OTHER VALUABLE CONSIDERATION ($1.00 & O.V.C.), to be paid by the City of Blue Springs, the receipt of which is hereby acknowledged, does by these presents convey, remise, release and quitclaim unto said party of the second part, the following described temporary construction easement in real estate in the County of Jackson, State of Missouri, to wit:

A TRACT OF LAND FOR **TEMPORARY CONSTRUCTION EASEMENT** PURPOSES, LYING IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 48 NORTH, RANGE 31 WEST, IN JACKSON COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND BEING MORE PARTICULARLY DESCRIBED BY JOHN HENRY LILAK, MISSOURI PLS #2611, AS AN AGENT FOR BARTLETT & WEST, INC., MISSOURI PLS #2005013257 AS FOLLOWS:

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

See attached Exhibits.

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 24, T48N, R31W, BEING A FOUND 1/2 INCH IRON REBAR WITH CAP LS 2143 PER DOCUMENT #600-46480; THENCE N87°58'45"W ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, ALSO BEING THE EXISTING SOUTH RIGHT-OF-WAY LINE OF SOUTHWEST WYATT ROAD, AS NOW ESTABLISHED, A DISTANCE OF 825.17 FEET TO THE NORTHEAST CORNER OF THE PROPERTY LABELED "TRACT II", AS DESCRIBED WITHIN THE QUIT CLAIM DEED DOCUMENT #2007E0112874, AS RECORDED IN THE RECORDER OF DEEDS OFFICE OF THE JACKSON COUNTY, MISSOURI COURTHOUSE, IN JACKSON COUNTY, MISSOURI; THENCE S01°46'54"W ALONG SAID EAST LINE OF THE SAID PROPERTY, A DISTANCE OF 13.66 FEET TO THE **POINT OF BEGINNING**;

THENCE S01°46'54"W CONTINUING ALONG SAID EAST LINE OF THE SAID PROPERTY, A DISTANCE OF 12.63 FEET; THENCE N87°58'45"W, A DISTANCE OF 57.33 FEET; THENCE N01°51'00"E, A DISTANCE OF 12.63 FEET; THENCE S87°58'45"E, A DISTANCE OF 57.31 FEET TO THE **POINT OF BEGINNING**. THE TRACT DESCRIBED ABOVE CONTAINS 723.89 SQUARE FEET OR 0.017 ACRES, MORE OR LESS.

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its successors and assigns; the said parties of the first part hereby covenant that they are lawfully seized of an indefeasible estate in fee in the premises from which temporary construction easement is herein conveyed and that they have good right to convey the same.

Said right of entrance, occupation, construction and use shall continue during construction and for six (6) months after completion and acceptance of the project but in no event shall this grant exceed a period of two (2) years from the start of construction.

IN WITNESS WHEREOF, the said Grantor executed the above the day and year first above written.

GRANTEE shall have the right at all times to go upon the land described herein for the purposes of constructing, maintaining, and repairing its temporary construction easement as may be necessary, and while nothing in this easement shall be construed so as to grant any right to GRANTEE which shall in any way interfere with the safe and unrestricted use of the property of the GRANTOR adjacent to said temporary construction easement, GRANTOR covenants it shall not use its adjacent property in a manner inconsistent with GRANTEE'S rights herein.

IN WITNESS WHEREOF, the GRANTOR has caused this instrument to be executed the above day and year first above written.

GRANTOR: LORENE ELLEN ANN DICKINSON, TRUSTEE

Lorene Ellen Ann Dickinson

Lorene Ellen Ann Dickinson, Trustee

GRANTEE: CITY OF BLUE SPRINGS

_____

Christine Cates
City Administrator, City of Blue Springs

ACKNOWLEDGMENT BY INDIVIDUALS

STATE OF MISSOURI)
COUNTY OF JACKSON)

On this 1st day of July, 2024, appeared Lorene Ellen Ann Dickinson, Trustee of the Ralph Charles Dickinson and Lorene Ellen Ann Dickinson Trust, personally known to me to be the persons who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Ashley Herron
Notary Public

My Commission Expires: 2/7/26

Ashley Herron
NOTARY PUBLIC, NOTARY SEAL
STATE OF MISSOURI
Jackson County
COMMISSION # 18336212
MY COMMISSION EXPIRES: February 7, 2026

TRACT NO.: 1
PARCEL ID NO: 53-110-01-99-00-0-00-000
OWNERS NAME: Lorene Ellen Ann Dickinson Trustee of the Ralph Charles Dickinson and Lorene Ellen Ann Dickinson Trust
SITUS AND MAILING ADDRESS: 25611 SW Wyatt Road
Blue Springs, MO 64015

EXHIBIT 'A'

OWNER: RALPH C. & LORENE E. DICKINSON, TRUSTEES
MAILING ADDRESS: 25611 SW WYATT ROAD
BLUE SPRINGS, JACKSON COUNTY, MISSOURI 64015
PARCEL ID NO.: 53-110-01-99-00-0-00-000
LOCATION: NE1/4, SEC 24, T48N, R31W
TRACT NO.: 01

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

A TRACT OF LAND FOR **TEMPORARY CONSTRUCTION EASEMENT** PURPOSES, LYING IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 48 NORTH, RANGE 31 WEST, IN JACKSON COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND BEING MORE PARTICULARLY DESCRIBED BY JOHN HENRY LILAK, MISSOURI PLS #2611, AS AN AGENT FOR BARTLETT & WEST, INC., MISSOURI PLS #2005013257 AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 24, T48N, R31W, BEING A FOUND 1/2 INCH IRON REBAR WITH CAP LS 2143 PER DOCUMENT #600-46480; THENCE N87°58'45"W ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, ALSO BEING THE EXISTING SOUTH RIGHT-OF-WAY LINE OF SOUTHWEST WYATT ROAD, AS NOW ESTABLISHED, A DISTANCE OF 825.17 FEET TO THE NORTHEAST CORNER OF THE PROPERTY LABELED "TRACT II" AS DESCRIBED WITHIN THE QUIT CLAIM DEED DOCUMENT #2007E0112874, AS RECORDED IN THE RECORDER OF DEEDS OFFICE OF THE JACKSON COUNTY, MISSOURI COURTHOUSE, IN JACKSON COUNTY, MISSOURI; THENCE S01°46'54"W ALONG SAID EAST LINE OF THE SAID PROPERTY, A DISTANCE OF 13.66 FEET TO THE **POINT OF BEGINNING**;

THENCE S01°46'54"W CONTINUING ALONG SAID EAST LINE OF THE SAID PROPERTY, A DISTANCE OF 12.63 FEET; THENCE N87°58'45"W, A DISTANCE OF 57.33 FEET; THENCE N01°51'00"E, A DISTANCE OF 12.63 FEET; THENCE S87°58'45"E, A DISTANCE OF 57.31 FEET TO THE **POINT OF BEGINNING**. THE TRACT DESCRIBED ABOVE CONTAINS 723.89 SQUARE FEET OR 0.017 ACRES, MORE OR LESS.

STATE OF MISSOURI
4-20-23
JOHN HENRY LILAK
LS-2611
REGISTERED LAND SURVEYOR

BY: _____
JOHN HENRY LILAK, MO. PLS #2611
BARTLETT & WEST, INC., MO. LC #2005013257

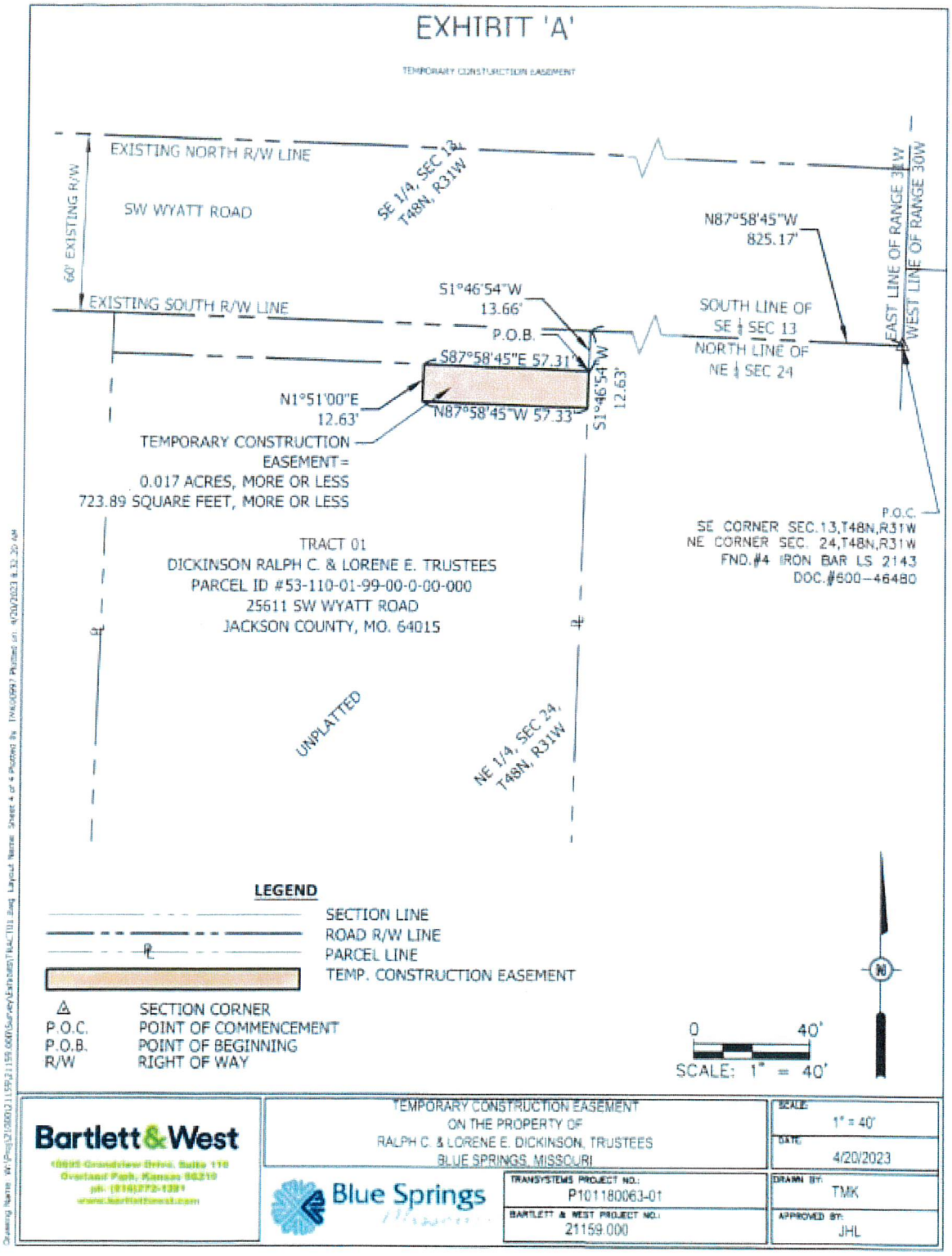
Bartlett & West
10895 Grandview Drive, Suite 110
Overland Park, Kansas 66210
ph. (816)373-1291
www.bartlettwest.com

TEMPORARY CONSTRUCTION EASEMENT
ON THE PROPERTY OF
RALPH C. & LORENE E. DICKINSON, TRUSTEES
BLUE SPRINGS, MISSOURI

Blue Springs

TRANSYSTEMS PROJECT NO.: P101180063-01	SCALE: 1" = 40'
BARTLETT & WEST PROJECT NO.: 21159.000	DATE: 4/20/2023
	DRAWN BY: TMK
	APPROVED BY: JHL

Drawing Name: W:\Proj\21000\21159.000\Survey\Exhibits\TRACT01.dwg Layout: Name: Sheet: 3 of 4 Plotted By: TMK(DWG) Plotted on: 4/20/2023 8:32:54 AM


EXHIBIT 'A'
TEMPORARY CONSTRUCTION EASEMENT
EXISTING NORTH R/W LINE
SW WYATT ROAD
60' EXISTING R/W
EXISTING SOUTH R/W LINE
SE 1/4, SEC 13, T48N, R31W
N87°58'45"W 825.17'
EAST LINE OF RANGE 31W
WEST LINE OF RANGE 30W
S1°46'54"W 13.66'
P.O.B.
S87°58'45"E 57.31'
SOUTH LINE OF SE 1/4 SEC 13
NORTH LINE OF NE 1/4 SEC 24
N1°51'00"E 12.63'
N87°58'45"W 57.33'
S1°46'54"W 12.63'
TEMPORARY CONSTRUCTION EASEMENT = 0.017 ACRES, MORE OR LESS 723.89 SQUARE FEET, MORE OR LESS
P.O.C.
SE CORNER SEC.13,T48N,R31W
NE CORNER SEC. 24,T48N,R31W
FND.#4 IRON BAR LS 2143
DOC.#600-46480
TRACT 01
DICKINSON RALPH C. & LORENE E. TRUSTEES
PARCEL ID #53-110-01-99-00-0-00-000
25611 SW WYATT ROAD
JACKSON COUNTY, MO. 64015
UNPLATTED
NE 1/4, SEC 24, T48N, R31W
LEGEND
SECTION LINE
ROAD R/W LINE
PARCEL LINE
TEMP. CONSTRUCTION EASEMENT
SECTION CORNER
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
R/W RIGHT OF WAY
0 40'
SCALE: 1" = 40'
N
Bartlett & West
Blue Springs
TEMPORARY CONSTRUCTION EASEMENT
ON THE PROPERTY OF
RALPH C. & LORENE E. DICKINSON, TRUSTEES
BLUE SPRINGS, MISSOURI
SCALE: 1" = 40'
DATE: 4/20/2023
TRANSYSTEMS PROJECT NO.: P101180063-01
DRAWN BY: TMK
BARTLETT & WEST PROJECT NO.: 21159.000
APPROVED BY: JHL

Title of Document: General Warranty Deed

Date of Document: June 17, 2024

Grantor: Robert Gregory & Doreen M. Johnson

Grantee: City of Blue Springs

Mailing Address (Grantee): 903 W. Main Street, Blue Springs, Missouri 64015

Legal description: **PERMANENT RIGHT OF WAY:**

A TRACT OF LAND FOR **PERMANENT RIGHT-OF-WAY** PURPOSES, LYING IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 48 NORTH, RANGE 31 WEST, IN JACKSON COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND BEING MORE PARTICULARLY DESCRIBED BY JOHN HENRY LILAK, MISSOURI PLS #2611, AS AN AGENT FOR BARTLETT & WEST, INC., MISSOURI PLS #2005013257 AS FOLLOWS:

See Attached Exhibits.

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 24, T48N, R31W, BEING A FOUND 1/2 INCH IRON REBAR WITH CAP LS 2143 PER DOCUMENT #600-46480; THENCE N87°58'45"W ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, ALSO BEING THE EXISTING SOUTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD, AS NOW ESTABLISHED, A DISTANCE OF 660.00 FEET TO THE NORTHEAST CORNER OF THE PROPERTY AS DESCRIBED WITHIN THE MISSOURI GENERAL WARRANTY DEED DOCUMENT #I-2949, PAGE 2196, AS RECORDED IN THE RECORDER OF DEEDS OFFICE OF THE JACKSON COUNTY, MISSOURI COURTHOUSE, IN JACKSON COUNTY, MISSOURI, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;

THENCE S01°46'54"W ALONG SAID EAST LINE OF THE SAID PROPERTY, A DISTANCE OF 13.66 FEET; THENCE N87°58'45"W, A DISTANCE OF 165.17 FEET TO A POINT ON THE WEST LINE OF SAID PROPERTY; THENCE N01°46'54"E ALONG SAID WEST LINE OF THE SAID PROPERTY, A DISTANCE OF 13.66 FEET TO A POINT ON THE SAID NORTH LINE OF SAID NORTHEAST QUARTER, ALSO BEING THE SAID SOUTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD; THENCE S87°58'45"E ALONG THE SAID NORTH LINE OF SAID NORTHEAST QUARTER, AND ALSO BEING THE SAID EXISTING SOUTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD, A DISTANCE OF 165.17 FEET TO THE **POINT OF BEGINNING**. THE TRACT DESCRIBED ABOVE CONTAINS 2,255.78 SQUARE FEET OR 0.052 ACRES, MORE OR LESS.

GENERAL WARRANTY DEED

THIS AGREEMENT made this 17th day of June, 2024 by and between, Robert Gregory & Doreen M. Johnson, husband and wife, of Jackson County, Missouri, Grantor and party of the first part, and City of Blue Springs, Grantee and party of the second part.

GRANTEE'S ADDRESS: 903 W. Main Street, Blue Springs, Missouri 64015

Grantor, in consideration of the sum of ONE AND NO/100 DOLLARS AND OTHER VALUABLE CONSIDERATION ($1.00 & O.V.C.), to be paid by the City of Blue Springs, the receipt of which is hereby acknowledged, does by these presents convey, remise, release and quitclaim unto said party of the second part, the following described general warranty deed in real estate in the County of Jackson, State of Missouri, to wit:

A TRACT OF LAND FOR **PERMANENT RIGHT-OF-WAY** PURPOSES, LYING IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 48 NORTH, RANGE 31 WEST, IN JACKSON COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND BEING MORE PARTICULARLY DESCRIBED BY JOHN HENRY LILAK, MISSOURI PLS #2611, AS AN AGENT FOR BARTLETT & WEST, INC., MISSOURI PLS #2005013257 AS FOLLOWS:

GENERAL WARRANTY DEED DESCRIPTION:

See attached Exhibits.

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 24, T48N, R31W, BEING A FOUND 1/2 INCH IRON REBAR WITH CAP LS 2143 PER DOCUMENT #600-46480; THENCE N87°58'45"W ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, ALSO BEING THE EXISTING SOUTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD, AS NOW ESTABLISHED, A DISTANCE OF 660.00 FEET TO THE NORTHEAST CORNER OF THE PROPERTY AS DESCRIBED WITHIN THE MISSOURI GENERAL WARRANTY DEED DOCUMENT #I-2949, PAGE 2196, AS RECORDED IN THE RECORDER OF DEEDS OFFICE OF THE JACKSON COUNTY, MISSOURI COURTHOUSE, IN JACKSON COUNTY, MISSOURI, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;
THENCE S01°46'54"W ALONG SAID EAST LINE OF THE SAID PROPERTY, A DISTANCE OF 13.66 FEET; THENCE N87°58'45"W, A DISTANCE OF 165.17 FEET TO A POINT ON THE WEST LINE OF SAID PROPERTY; THENCE N01°46'54"E ALONG SAID WEST LINE OF THE SAID PROPERTY, A DISTANCE OF 13.66 FEET TO A POINT ON THE SAID NORTH LINE OF SAID NORTHEAST QUARTER, ALSO BEING THE SAID SOUTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD; THENCE S87°58'45"E ALONG

THE SAID NORTH LINE OF SAID NORTHEAST QUARTER, AND ALSO BEING THE SAID EXISTING SOUTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD, A DISTANCE OF 165.17 FEET TO THE **POINT OF BEGINNING**. THE TRACT DESCRIBED ABOVE CONTAINS 2,255.78 SQUARE FEET OR 0.052 ACRES, MORE OR LESS.

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its successors and assigns; the said parties of the first part hereby covenant that they are lawfully seized of an indefeasible estate in fee in the premises from which right of way easement is herein conveyed and that they have good right to convey the same.

IN WITNESS WHEREOF, the said Grantor executed the above the day and year first above written.

Grantor hereby covenants that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed. Grantor covenants that they have good right to convey the property. Grantor covenants that the said premises are free and clear of any encumbrances done or suffered by them or those under whom they claim; and that they will warrant and defend the title to said premises unto the City of Blue Springs and unto its successors and assigns, forever, against the lawful claims and demands of all persons whomsoever.

Grantee shall obtain all rights, privileges, appurtenances and immunities belonging to Grantor, their successors and assigns forever.

IN WITNESS WHEREOF, the GRANTOR has caused this instrument to be executed the above day and year first above written.

GRANTOR: ROBERT GREGORY & DOREEN M. JOHNSON

Robert Gregory Johnson

Doreen M. Johnson

GRANTEE: CITY OF BLUE SPRINGS

Christine Cates
City Administrator, City of Blue Springs

VERIFICATION AND ACKNOWLEDGMENT BY INDIVIDUALS

STATE OF MISSOURI)

COUNTY OF JACKSON)

On this 17th day of June, 2024, appeared Robert Johnson and Doreen Johnson, husband and wife, personally known to me to be the persons who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Ashley Herron
Notary Public

My Commission Expires: 2/7/2026

Ashley Herron
NOTARY PUBLIC, NOTARY SEAL
STATE OF MISSOURI
Jackson County
COMMISSION # 18336212
MY COMMISSION EXPIRES: February 7, 2026

TRACT NO.: 2
PARCEL ID NO.: 53-110-01-03-00-0-00-000
OWNERS NAME : Robert Gregory and Doreen M. Johnson
SITUS AND MAILING ADDRESS: 25709 E Wyatt Road, Blue Springs, MO 64015

EXHIBIT 'A'

OWNER: ROBERT GREGORY & DOREEN M. JOHNSON
SITUS & MAILING ADDRESS: 25709 E WYATT ROAD
BLUE SPRINGS, JACKSON COUNTY, MISSOURI 64015
PARCEL ID NO.: 53-110-01-03-00-0-00-000
LOCATION: NE1/4, SEC.24, T48N, R31W
TRACT NO.: 02

PERMANENT RIGHT-OF-WAY DESCRIPTION

A TRACT OF LAND FOR **PERMANENT RIGHT-OF-WAY** PURPOSES, LYING IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 48 NORTH, RANGE 31 WEST, IN JACKSON COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND BEING MORE PARTICULARLY DESCRIBED BY JOHN HENRY LILAK, MISSOURI PLS #2611, AS AN AGENT FOR BARTLETT & WEST, INC., MISSOURI PLS #2005013257 AS FOLLOWS:

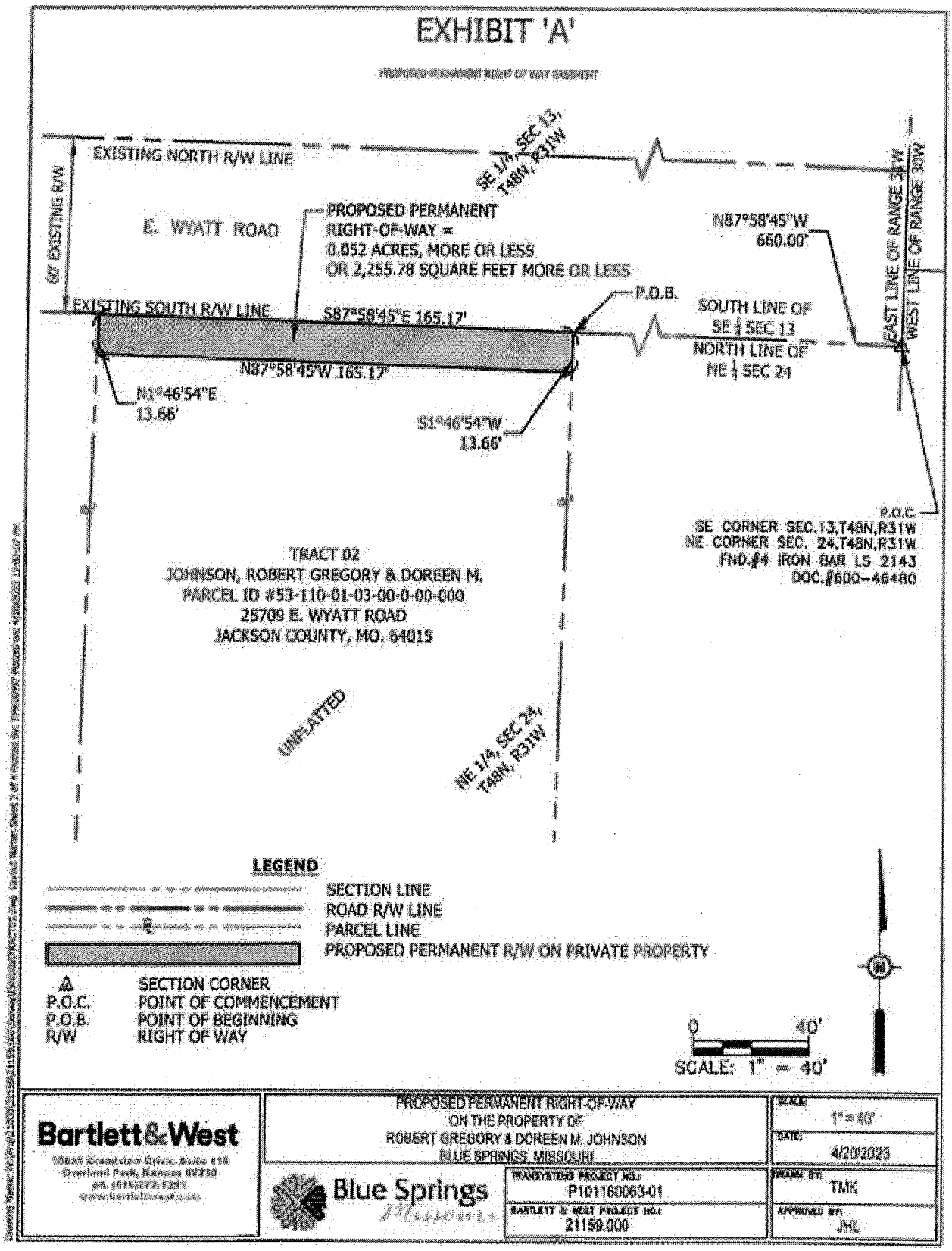
COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 24, T48N, R31W, BEING A FOUND 1/2 INCH IRON REBAR WITH CAP LS 2143 PER DOCUMENT #600-46480; THENCE N87°58'45"W ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, ALSO BEING THE EXISTING SOUTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD, AS NOW ESTABLISHED, A DISTANCE OF 660.00 FEET TO THE NORTHEAST CORNER OF THE PROPERTY AS DESCRIBED WITHIN THE MISSOURI GENERAL WARRANTY DEED DOCUMENT #I-2949, PAGE 2136, AS RECORDED IN THE RECORDER OF DEEDS OFFICE OF THE JACKSON COUNTY, MISSOURI COURTHOUSE, IN JACKSON COUNTY, MISSOURI, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;

THENCE S01°46'54"W ALONG SAID EAST LINE OF THE SAID PROPERTY, A DISTANCE OF 13.66 FEET; THENCE N87°58'45"W, A DISTANCE OF 165.17 FEET TO A POINT ON THE WEST LINE OF SAID PROPERTY; THENCE N01°46'54"E ALONG SAID WEST LINE OF THE SAID PROPERTY, A DISTANCE OF 13.66 FEET TO A POINT ON THE SAID NORTH LINE OF SAID NORTHEAST QUARTER, ALSO BEING THE SAID SOUTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD; THENCE S87°58'45"E ALONG THE SAID NORTH LINE OF SAID NORTHEAST QUARTER, AND ALSO BEING THE SAID EXISTING SOUTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD, A DISTANCE OF 165.17 FEET TO THE **POINT OF BEGINNING**. THE TRACT DESCRIBED ABOVE CONTAINS 2,255.78 SQUARE FEET OR 0.052 ACRES, MORE OR LESS.

STATE OF MISSOURI
4-20-23
JOHN HENRY LILAK
NUMBER LS-2611
REGISTERED LAND SURVEYOR

BY: _____
JOHN HENRY LILAK, MO. PLS #2611
BARTLETT & WEST, INC., MO. LC #2005013257

Bartlett&West 12825 Foreshore Drive, Suite 110 Overland Park, Kansas 66210 ph. (816)372-1281 www.bartlettwest.com	PROPOSED PERMANENT RIGHT-OF-WAY ON THE PROPERTY OF ROBERT GREGORY & DOREEN M. JOHNSON BLUE SPRINGS, MISSOURI	SCALE: 1" = 40' DATE: 4/20/2023
Blue Springs	TRANSYSTEMS PROJECT NO.: P101180083-01 BARTLETT & WEST PROJECT NO.: 21159.000	DRAWN BY: TMK APPROVED BY: JHL


EXHIBIT 'A'
PROPOSED PERMANENT RIGHT OF WAY EASEMENT
EXISTING NORTH R/W LINE
SE 1/4, SEC 13, T48N, R31W
60' EXISTING R/W
E. WYATT ROAD
PROPOSED PERMANENT RIGHT-OF-WAY = 0.052 ACRES, MORE OR LESS OR 2,255.78 SQUARE FEET MORE OR LESS
N87°58'45"W 660.00'
EAST LINE OF RANGE 31W
WEST LINE OF RANGE 30W
EXISTING SOUTH R/W LINE
S87°58'45"E 165.17'
P.O.B.
SOUTH LINE OF SE 1/4 SEC 13
NORTH LINE OF NE 1/4 SEC 24
N87°58'45"W 165.17'
N1°46'54"E 13.66'
S1°46'54"W 13.66'
P.O.C.
SE CORNER SEC.13,T48N,R31W
NE CORNER SEC. 24,T48N,R31W
FND.#4 IRON BAR LS 2143
DOC.#600-46480
TRACT 02
JOHNSON, ROBERT GREGORY & DOREEN M.
PARCEL ID #53-110-01-03-00-0-00-000
25709 E. WYATT ROAD
JACKSON COUNTY, MO. 64015
UNPLATTED
NE 1/4, SEC 24, T48N, R31W
LEGEND
SECTION LINE
ROAD R/W LINE
PARCEL LINE
PROPOSED PERMANENT R/W ON PRIVATE PROPERTY
SECTION CORNER
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
R/W RIGHT OF WAY
N
0 40'
SCALE: 1" = 40'
Bartlett&West
PROPOSED PERMANENT RIGHT-OF-WAY
ON THE PROPERTY OF
ROBERT GREGORY & DOREEN M. JOHNSON
BLUE SPRINGS, MISSOURI
SCALE: 1"=40'
DATE: 4/20/2023
Blue Springs
TRANSYSTEMS PROJECT NO.: P101160063-01
DRAWN BY: TMK
BARTLETT & WEST PROJECT NO.: 21159.000
APPROVED BY: JHL

Title of Document: Temporary Construction Easement

Date of Document: June 17, 2024

Grantor: Robert Gregory & Doreen M. Johnson

Grantee: City of Blue Springs

Mailing Address (Grantee): 903 W. Main Street, Blue Springs, Missouri 64015

Legal description: **TEMPORARY CONSTRUCTION EASEMENT:**

A TRACT OF LAND FOR **TEMPORARY CONSTRUCTION EASEMENT** PURPOSES, LYING IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 48 NORTH, RANGE 31 WEST, IN JACKSON COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND BEING MORE PARTICULARLY DESCRIBED BY JOHN HENRY LILAK, MISSOURI PLS #2611, AS AN AGENT FOR BARTLETT & WEST, INC., MISSOURI PLS #2005013257 AS FOLLOWS:

See attached Exhibits.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 24, T48N, R31W, BEING A FOUND 1/2 INCH IRON REBAR WITH CAP LS 2143 PER DOCUMENT #600-46480; THENCE N87°58'45"W ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, ALSO BEING THE EXISTING SOUTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD, AS NOW ESTABLISHED, A DISTANCE OF 660.00 FEET TO THE NORTHEAST CORNER OF THE PROPERTY AS DESCRIBED WITHIN THE MISSOURI GENERAL WARRANTY DEED DOCUMENT #I-2949, PAGE 2196, AS RECORDED IN THE RECORDER OF DEEDS OFFICE OF THE JACKSON COUNTY,

MISSOURI COURTHOUSE, IN JACKSON COUNTY, MISSOURI; THENCE S01°46'54"W ALONG SAID EAST LINE OF THE SAID PROPERTY, A DISTANCE OF 13.66 FEET TO THE **POINT OF BEGINNING**;
THENCE S01°46'54"W CONTINUING ALONG SAID EAST LINE OF THE SAID PROPERTY, A DISTANCE OF 9.12 FEET; THENCE S76°19'56"W, A DISTANCE OF 12.96 FEET; THENCE N87°58'45"W, A DISTANCE OF 152.67 FEET TO A POINT ON THE WEST LINE OF SAID PROPERTY; THENCE N01°46'54"E ALONG SAID WEST LINE OF THE SAID PROPERTY, A DISTANCE OF 12.63 FEET; THENCE S87°58'45"E, A DISTANCE OF 165.17 FEET TO THE **POINT OF BEGINNING**. THE TRACT DESCRIBED ABOVE CONTAINS 2,063.93 SQUARE FEET OR 0.047 ACRES, MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT made this 17th day of June, 2024 by and between, Robert Gregory & Doreen M. Johnson, husband and wife, of Jackson County, Missouri, Grantor and party of the first part, and City of Blue Springs, Grantee and party of the second part.

GRANTEE'S ADDRESS: 903 W. Main Street, Blue Springs, Missouri 64015

Grantor, in consideration of the sum of ONE AND NO/100 DOLLARS AND OTHER VALUABLE CONSIDERATION ($1.00 & O.V.C.), to be paid by the City of Blue Springs, the receipt of which is hereby acknowledged, does by these presents convey, remise, release and quitclaim unto said party of the second part, the following described temporary construction easement in real estate in the County of Jackson, State of Missouri, to wit:

A TRACT OF LAND FOR **TEMPORARY CONSTRUCTION EASEMENT** PURPOSES, LYING IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 48 NORTH, RANGE 31 WEST, IN JACKSON COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND BEING MORE PARTICULARLY DESCRIBED BY JOHN HENRY LILAK, MISSOURI PLS #2611, AS AN AGENT FOR BARTLETT & WEST, INC., MISSOURI PLS #2005013257 AS FOLLOWS:

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

See attached Exhibits.

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 24, T48N, R31W, BEING A FOUND 1/2 INCH IRON REBAR WITH CAP LS 2143 PER DOCUMENT #600-46480; THENCE N87°58'45"W ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, ALSO BEING THE EXISTING SOUTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD, AS NOW ESTABLISHED, A DISTANCE OF 660.00 FEET TO THE NORTHEAST CORNER OF THE PROPERTY AS DESCRIBED WITHIN THE MISSOURI GENERAL WARRANTY DEED DOCUMENT #I-2949, PAGE 2196, AS RECORDED IN THE RECORDER OF DEEDS OFFICE OF THE JACKSON COUNTY, MISSOURI COURTHOUSE, IN JACKSON COUNTY, MISSOURI; THENCE S01°46'54"W ALONG SAID EAST LINE OF THE SAID PROPERTY, A DISTANCE OF 13.66 FEET TO THE **POINT OF BEGINNING**;
THENCE S01°46'54"W CONTINUING ALONG SAID EAST LINE OF THE SAID PROPERTY, A DISTANCE OF 9.12 FEET; THENCE S76°19'56"W, A DISTANCE OF 12.96 FEET; THENCE N87°58'45"W, A DISTANCE OF 152.67 FEET TO A POINT ON THE WEST LINE OF SAID PROPERTY; THENCE N01°46'54"E ALONG SAID WEST LINE OF THE SAID PROPERTY, A DISTANCE OF 12.63 FEET; THENCE S87°58'45"E, A

DISTANCE OF 165.17 FEET TO THE **POINT OF BEGINNING**. THE TRACT DESCRIBED ABOVE CONTAINS 2,063.93 SQUARE FEET OR 0.047 ACRES, MORE OR LESS.

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its successors and assigns; the said parties of the first part hereby covenant that they are lawfully seized of an indefeasible estate in fee in the premises from which temporary construction easement is herein conveyed and that they have good right to convey the same.

Said right of entrance, occupation, construction and use shall continue during construction and for six (6) months after completion and acceptance of the project but in no event shall this grant exceed a period of two (2) years from the start of construction.

IN WITNESS WHEREOF, the said Grantor executed the above the day and year first above written.

GRANTEE shall have the right at all times to go upon the land described herein for the purposes of constructing, maintaining, and repairing its temporary construction easement as may be necessary, and while nothing in this easement shall be construed so as to grant any right to GRANTEE which shall in any way interfere with the safe and unrestricted use of the property of the GRANTOR adjacent to said temporary construction easement, GRANTOR covenants it shall not use its adjacent property in a manner inconsistent with GRANTEE'S rights herein.

IN WITNESS WHEREOF, the GRANTOR has caused this instrument to be executed the above day and year first above written.

GRANTOR: ROBERT GREGORY & DOREEN M. JOHNSON

Robert Gregory Johnson

Doreen M. Johnson

GRANTEE: CITY OF BLUE SPRINGS

Christine Cates
City Administrator, City of Blue Springs

ACKNOWLEDGMENT BY INDIVIDUALS

STATE OF MISSOURI)
COUNTY OF JACKSON)

On this 17th day of June, 2024, appeared Robert Johnson and Doreen Johnson, husband and wife, personally known to me to be the persons who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Ashley Herron
Notary Public

My Commission Expires: 2/7/2026

Ashley Herron
NOTARY PUBLIC, NOTARY SEAL
STATE OF MISSOURI
Jackson County
COMMISSION # 18336212
MY COMMISSION EXPIRES: February 7, 2026

TRACT NO.:2
PARCEL ID NO.:53-110-01-03-00-0-00-000
OWNERS NAME:Robert Gregory & Doreen M. Johnson
SITUS AND MAILING ADDRESS: 25709 E Wyatt Rd, Blue Springs, MO 64015

EXHIBIT 'A'

OWNER: ROBERT GREGORY & DOREEN M. JOHNSON
SITUS & MAILING ADDRESS: 25709 E WYATT ROAD
BLUE SPRINGS, JACKSON COUNTY, MISSOURI 64015
PARCEL ID NO.: 53-110-01-03-00-0-00-000
LOCATION: NE1/4, SEC.24, T48N, R31W
TRACT NO.: 02

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

A TRACT OF LAND FOR **TEMPORARY CONSTRUCTION EASEMENT** PURPOSES, LYING IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 48 NORTH, RANGE 31 WEST, IN JACKSON COUNTY, MISSOURI. BEARINGS ARE REFERENCED TO THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND BEING MORE PARTICULARLY DESCRIBED BY JOHN HENRY LILAK, MISSOURI PLS #2611, AS AN AGENT FOR BARTLETT & WEST, INC., MISSOURI PLS #2005013257 AS FOLLOWS:

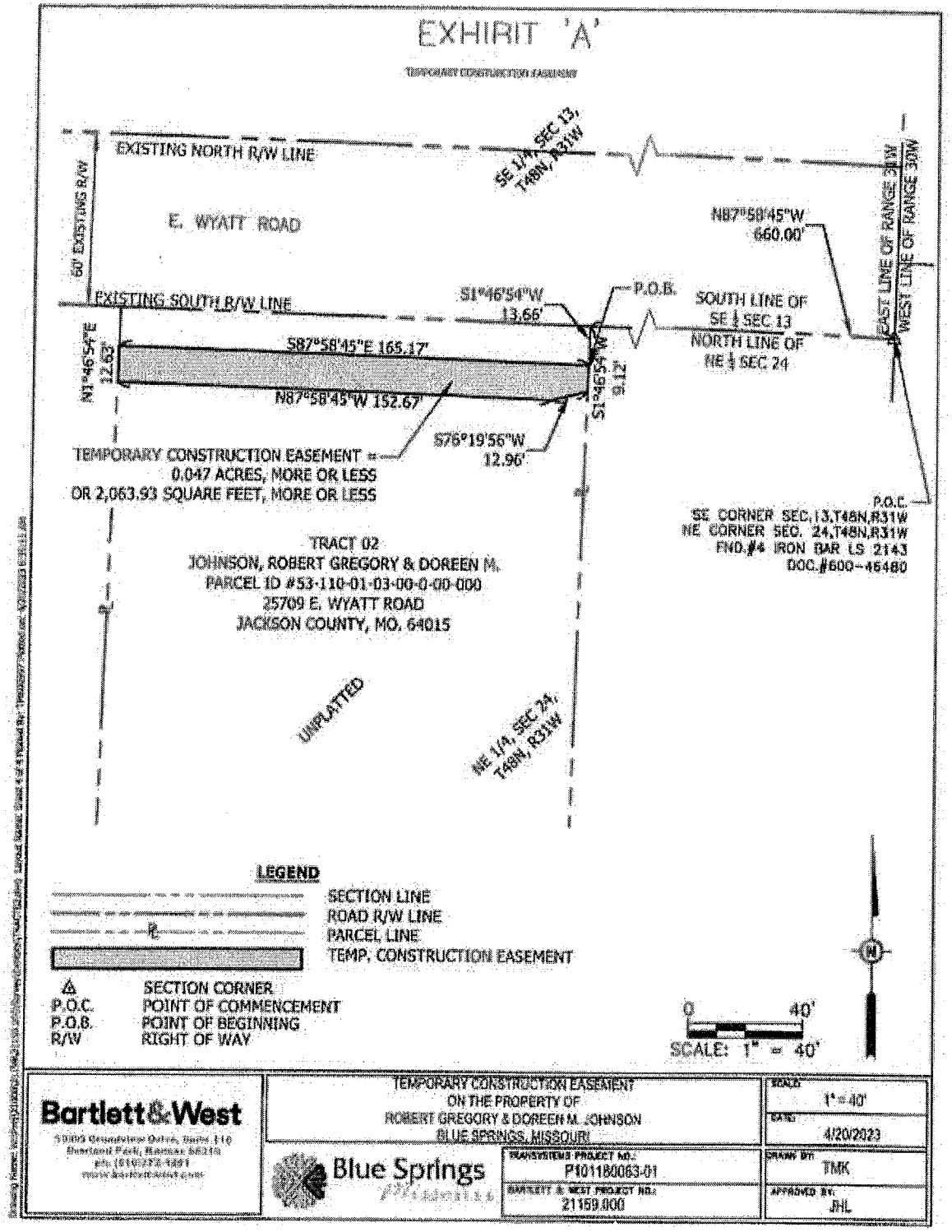
COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 24, T48N, R31W, BEING A FOUND 1/2 INCH IRON REBAR WITH CAP LS 2143 PER DOCUMENT #600-46480; THENCE N87°58'45"W ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, ALSO BEING THE EXISTING SOUTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD, AS NOW ESTABLISHED, A DISTANCE OF 660.00 FEET TO THE NORTHEAST CORNER OF THE PROPERTY AS DESCRIBED WITHIN THE MISSOURI GENERAL WARRANTY DEED DOCUMENT #I-2949, PAGE 2196, AS RECORDED IN THE RECORDER OF DEEDS OFFICE OF THE JACKSON COUNTY, MISSOURI COURTHOUSE, IN JACKSON COUNTY, MISSOURI; THENCE S01°46'54"W ALONG SAID EAST LINE OF THE SAID PROPERTY, A DISTANCE OF 13.66 FEET TO THE **POINT OF BEGINNING**;

THENCE S01°46'54"W CONTINUING ALONG SAID EAST LINE OF THE SAID PROPERTY, A DISTANCE OF 9.12 FEET; THENCE S76°19'56"W, A DISTANCE OF 12.96 FEET; THENCE N87°58'45"W, A DISTANCE OF 152.87 FEET TO A POINT ON THE WEST LINE OF SAID PROPERTY; THENCE N01°46'54"E ALONG SAID WEST LINE OF THE SAID PROPERTY, A DISTANCE OF 12.63 FEET; THENCE S87°58'45"E, A DISTANCE OF 165.17 FEET TO THE **POINT OF BEGINNING**. THE TRACT DESCRIBED ABOVE CONTAINS 2,063.93 SQUARE FEET OR 0.047 ACRES, MORE OR LESS.

STATE OF MISSOURI
4-20-23
JOHN HENRY LILAK
LS-2611
REGISTERED LAND SURVEYOR

BY:_____
JOHN HENRY LILAK, MO. PLS #2611
BARTLETT & WEST, INC., MO. LC #2005013257

Bartlett & West	TEMPORARY CONSTRUCTION EASEMENT ON THE PROPERTY OF ROBERT GREGORY & DOREEN M. JOHNSON BLUE SPRINGS, MISSOURI	SCALE: 1" = 40'
		DATE: 4/20/2023
Blue Springs	TRANSYSTEMS PROJECT NO: P101160063-01	DRAWN BY: TMK
	BARTLETT & WEST PROJECT NO: 21159.000	APPROVED BY: JHL


EXHIBIT 'A'
TEMPORARY CONSTRUCTION EASEMENT
EXISTING NORTH R/W LINE
SE 1/4, SEC 13, T48N, R31W
60' EXISTING R/W
E. WYATT ROAD
N87°58'45"W 660.00'
EAST LINE OF RANGE 31W
WEST LINE OF RANGE 30W
EXISTING SOUTH R/W LINE
S1°46'54"W 13.66'
P.O.B.
SOUTH LINE OF SE 1/4 SEC 13
NORTH LINE OF NE 1/4 SEC 24
S87°58'45"E 165.17'
N1°46'54"E 12.63'
N87°58'45"W 152.67'
S1°46'54"W 21.16'
S76°19'56"W 12.96'
TEMPORARY CONSTRUCTION EASEMENT = 0.047 ACRES, MORE OR LESS OR 2,063.93 SQUARE FEET, MORE OR LESS
P.O.C.
SE CORNER SEC. 13,T48N,R31W
NE CORNER SEC. 24,T48N,R31W
FND.#4 IRON BAR LS 2143
DOC.#600-46480
TRACT 02
JOHNSON, ROBERT GREGORY & DOREEN M.
PARCEL ID #53-110-01-03-00-0-00-000
25709 E. WYATT ROAD
JACKSON COUNTY, MO. 64015
UNPLATTED
NE 1/4, SEC 24, T48N, R31W
LEGEND
SECTION LINE
ROAD R/W LINE
PARCEL LINE
TEMP. CONSTRUCTION EASEMENT
SECTION CORNER
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
R/W RIGHT OF WAY
0 40'
SCALE: 1" = 40'
Bartlett&West
TEMPORARY CONSTRUCTION EASEMENT
ON THE PROPERTY OF
ROBERT GREGORY & DOREEN M. JOHNSON
BLUE SPRINGS, MISSOURI
Blue Springs
SCALE: 1" = 40'
DATE: 4/20/2023
TRANSYSTEMS PROJECT NO.: P101180063-01
DRAWN BY: TMK
BARTLETT & WEST PROJECT NO.: 21159.000
APPROVED BY: JHL

Title of Document: General Warranty Deed

Date of Document: June 14th, 2024

Grantor: Kevin W. Fields and Jill L. Fields

Grantee: City of Blue Springs

Mailing Address (Grantee): 903 W. Main Street, Blue Springs, Missouri 64015

Legal description: **PERMANENT RIGHT OF WAY:**

A TRACT OF LAND FOR **PERMANENT RIGHT-OF-WAY** PURPOSES, LYING IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 48 NORTH, RANGE 31 WEST, IN JACKSON COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND BEING MORE PARTICULARLY DESCRIBED BY JOHN HENRY LILAK, MISSOURI PLS #2611, AS AN AGENT FOR BARTLETT & WEST, INC., MISSOURI PLS #2005013257 AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 24, T48N, R31W, BEING A FOUND 1/2 INCH IRON REBAR WITH CAP LS 2143 PER DOCUMENT #600-46480; THENCE N87°58'45"W ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, ALSO BEING THE EXISTING SOUTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD, AS NOW ESTABLISHED, A DISTANCE OF 330.00 FEET TO THE NORTHEAST CORNER OF THE PROPERTY AS DESCRIBED WITHIN THE MISSOURI GENERAL WARRANTY DEED DOCUMENT #2003I0055997, AS RECORDED IN THE RECORDER OF DEEDS OFFICE OF THE JACKSON COUNTY, MISSOURI COURTHOUSE, IN JACKSON COUNTY, MISSOURI, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;
THENCE S01°46'54"W ALONG SAID EAST LINE OF THE SAID PROPERTY, A DISTANCE OF 13.66 FEET; THENCE N87°58'45"W, A DISTANCE OF 330.00 FEET TO A POINT ON THE WEST LINE OF SAID PROPERTY; THENCE N01°46'54"E ALONG SAID

WEST LINE OF THE SAID PROPERTY, A DISTANCE OF 13.66 FEET TO A POINT ON THE SAID NORTH LINE OF SAID NORTHEAST QUARTER, ALSO BEING THE SAID SOUTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD; THENCE S87°58'45"E ALONG THE SAID NORTH LINE OF SAID NORTHEAST QUARTER, AND ALSO BEING THE SAID EXISTING SOUTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD, A DISTANCE OF 330.00 FEET TO THE **POINT OF BEGINNING**. THE TRACT DESCRIBED ABOVE CONTAINS 4,507.07 SQUARE FEET OR 0.103 ACRES, MORE OR LESS.

GENERAL WARRANTY DEED

THIS AGREEMENT made this ___ day of June, 2024 by and between, Kevin W. Fields and Jill L. Fields, husband and wife, of Jackson County, Missouri, Grantor and party of the first part, and City of Blue Springs, Grantee and party of the second part.

GRANTEE'S ADDRESS: 903 W. Main Street, Blue Springs, Missouri 64015

Grantor, in consideration of the sum of ONE AND NO/100 DOLLARS AND OTHER VALUABLE CONSIDERATION ($1.00 & O.V.C.), to be paid by the City of Blue Springs, the receipt of which is hereby acknowledged, does by these presents convey, remise, release and quitclaim unto said party of the second part, the following described general warranty deed in real estate in the County of Jackson, State of Missouri, to wit:

A TRACT OF LAND FOR **PERMANENT RIGHT-OF-WAY** PURPOSES, LYING IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 48 NORTH, RANGE 31 WEST, IN JACKSON COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND BEING MORE PARTICULARLY DESCRIBED BY JOHN HENRY LILAK, MISSOURI PLS #2611, AS AN AGENT FOR BARTLETT & WEST, INC., MISSOURI PLS #2005013257 AS FOLLOWS:

GENERAL WARRANTY DEED DESCRIPTION:

See attached Exhibits.

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 24, T48N, R31W, BEING A FOUND 1/2 INCH IRON REBAR WITH CAP LS 2143 PER DOCUMENT #600-46480; THENCE N87°58'45"W ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, ALSO BEING THE EXISTING SOUTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD, AS NOW ESTABLISHED, A DISTANCE OF 330.00 FEET TO THE NORTHEAST CORNER OF THE PROPERTY AS DESCRIBED WITHIN THE MISSOURI GENERAL WARRANTY DEED DOCUMENT #2003I0055997, AS RECORDED IN THE RECORDER OF DEEDS OFFICE OF THE JACKSON COUNTY, MISSOURI COURTHOUSE, IN JACKSON COUNTY, MISSOURI, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;
THENCE S01°46'54"W ALONG SAID EAST LINE OF THE SAID PROPERTY, A DISTANCE OF 13.66 FEET; THENCE N87°58'45"W, A DISTANCE OF 330.00 FEET TO A POINT ON THE WEST LINE OF SAID PROPERTY; THENCE N01°46'54"E ALONG SAID WEST LINE OF THE SAID PROPERTY, A DISTANCE OF 13.66 FEET TO A POINT ON THE SAID NORTH LINE OF SAID NORTHEAST QUARTER, ALSO BEING THE SAID SOUTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD; THENCE S87°58'45"E ALONG

THE SAID NORTH LINE OF SAID NORTHEAST QUARTER, AND ALSO BEING THE SAID EXISTING SOUTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD, A DISTANCE OF 330.00 FEET TO THE **POINT OF BEGINNING**. THE TRACT DESCRIBED ABOVE CONTAINS 4,507.07 SQUARE FEET OR 0.103 ACRES, MORE OR LESS.

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its successors and assigns; the said parties of the first part hereby covenant that they are lawfully seized of an indefeasible estate in fee in the premises from which right of way easement is herein conveyed and that they have good right to convey the same.

IN WITNESS WHEREOF, the said Grantor executed the above the day and year first above written.

Grantor hereby covenants that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed. Grantor covenants that they have good right to convey the property. Grantor covenants that the said premises are free and clear of any encumbrances done or suffered by them or those under whom they claim; and that they will warrant and defend the title to said premises unto the City of Blue Springs and unto its successors and assigns, forever, against the lawful claims and demands of all persons whomsoever.

Grantee shall obtain all rights, privileges, appurtenances and immunities belonging to Grantor, their successors and assigns forever.

IN WITNESS WHEREOF, the GRANTOR has caused this instrument to be executed the above day and year first above written.

GRANTOR: KEVIN W. FIELDS AND JILL L. FIELDS

Kevin W. Fields

Jill L. Fields

GRANTEE: CITY OF BLUE SPRINGS

Christine Cates
City Administrator, City of Blue Springs

VERIFICATION AND ACKNOWLEDGMENT BY INDIVIDUALS

STATE OF MISSOURI)
COUNTY OF JACKSON)

On this 14th day of June, 2024, appeared Jill Fields and Kevin Fields husband and wife, personally known to me to be the persons who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Ashley Herron
Notary Public

My Commission Expires: 2/7/2026

Ashley Herron
NOTARY PUBLIC, NOTARY SEAL
STATE OF MISSOURI
Jackson County
COMMISSION # 18336212
MY COMMISSION EXPIRES: February 7, 2026

TRACT NO.: 3
PARCEL ID NO.: 53-110-01-02-00-0-00-000
OWNERS NAME: Kevin W. Fields and Jill L. Fields
SITUS AND MAILING ADDRESS: 25809 E Wyatt Rd
Blue Springs, MO 64015

EXHIBIT 'A'

OWNER: KEVIN W. & JILL L. FIELDS
SITUS & MAILING ADDRESS: 25809 E WYATT ROAD
BLUE SPRINGS, JACKSON COUNTY, MISSOURI 64015
PARCEL ID NO.: 53-110-01-02-00-0-00-000
LOCATION: NE1/4, SEC.24, T48N, R31W
TRACT NO.: 03

PERMANENT RIGHT-OF-WAY DESCRIPTION

A TRACT OF LAND FOR **PERMANENT RIGHT-OF-WAY** PURPOSES, LYING IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 48 NORTH, RANGE 31 WEST, IN JACKSON COUNTY, MISSOURI; BEARINGS ARE REFERENCED TO THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND BEING MORE PARTICULARLY DESCRIBED BY JOHN HENRY LILAK, MISSOURI PLS #2611, AS AN AGENT FOR BARTLETT & WEST, INC., MISSOURI PLS #2005013257 AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 24, T48N, R31W, BEING A FOUND 1/2 INCH IRON REBAR WITH CAP LS 2143 PER DOCUMENT #600-46480; THENCE N87°58'45"W ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, ALSO BEING THE EXISTING SOUTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD, AS NOW ESTABLISHED, A DISTANCE OF 330.00 FEET TO THE NORTHEAST CORNER OF THE PROPERTY AS DESCRIBED WITHIN THE MISSOURI GENERAL WARRANTY DEED DOCUMENT #2003I0055997, AS RECORDED IN THE RECORDER OF DEEDS OFFICE OF THE JACKSON COUNTY, MISSOURI COURTHOUSE, IN JACKSON COUNTY, MISSOURI, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;

THENCE S01°46'54"W ALONG SAID EAST LINE OF THE SAID PROPERTY, A DISTANCE OF 13.66 FEET; THENCE N87°58'45"W, A DISTANCE OF 330.00 FEET TO A POINT ON THE WEST LINE OF SAID PROPERTY; THENCE N01°46'54"E ALONG SAID WEST LINE OF THE SAID PROPERTY, A DISTANCE OF 13.66 FEET TO A POINT ON THE SAID NORTH LINE OF SAID NORTHEAST QUARTER, ALSO BEING THE SAID SOUTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD; THENCE S87°58'45"E ALONG THE SAID NORTH LINE OF SAID NORTHEAST QUARTER, AND ALSO BEING THE SAID EXISTING SOUTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD, A DISTANCE OF 330.00 FEET TO THE **POINT OF BEGINNING**. THE TRACT DESCRIBED ABOVE CONTAINS 4,507.07 SQUARE FEET OR 0.103 ACRES, MORE OR LESS.

STATE OF MISSOURI
4-20-23
JOHN HENRY LILAK
LS-2611
REGISTERED LAND SURVEYOR

BY: _____
JOHN HENRY LILAK, MO. PLS #2611
BARTLETT & WEST, INC., MO. LC #2005013257

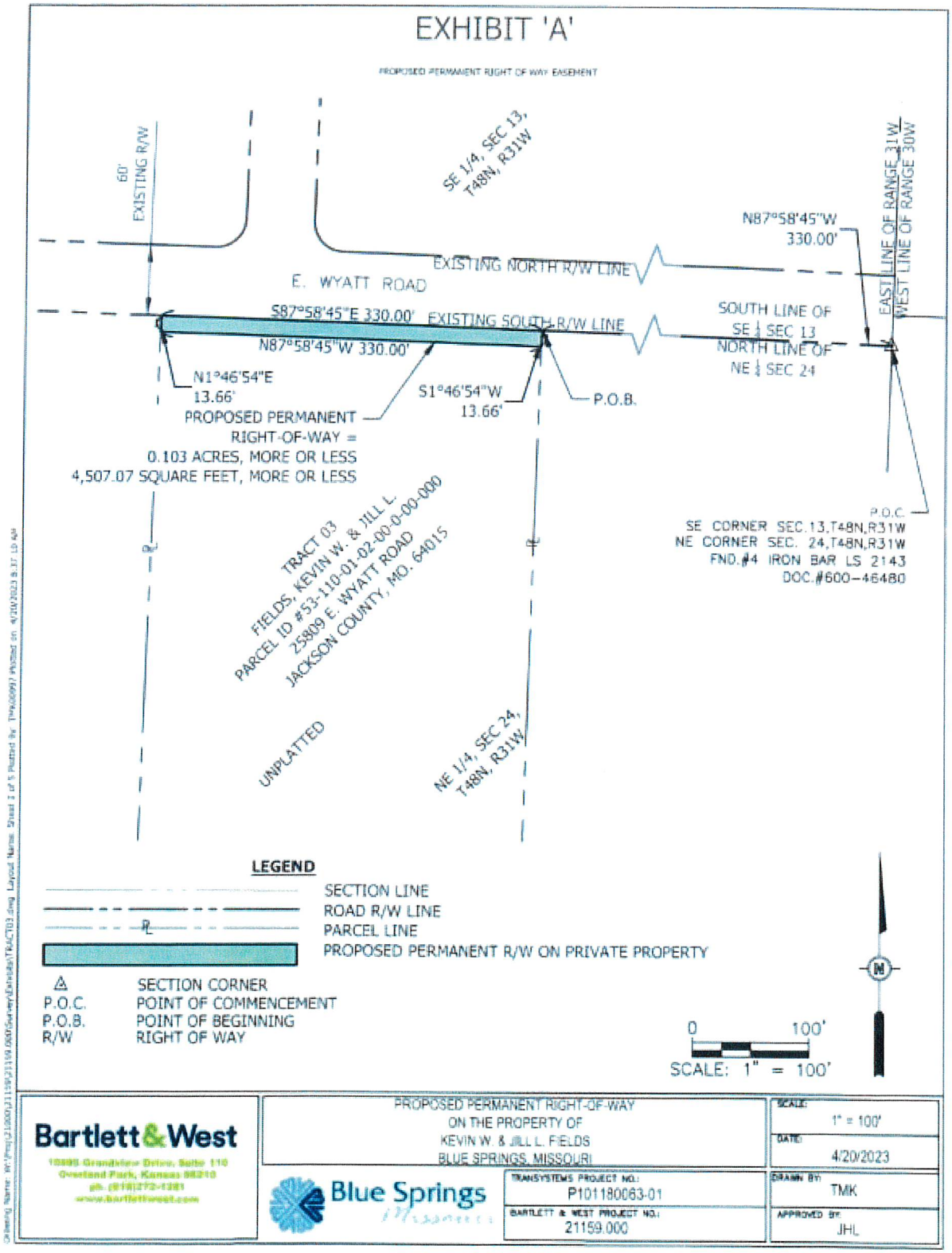
Bartlett & West
10950 Grandview Drive, Suite 110
Overland Park, Kansas 66210
ph. (816)272-1201
www.bartlettwest.com

Blue Springs

PROPOSED PERMANENT RIGHT-OF-WAY
ON THE PROPERTY OF
KEVIN W. & JILL L. FIELDS
BLUE SPRINGS, MISSOURI

TRANSYSTEMS PROJECT NO.: P101180063-01	SCALE: 1" = 100'
BARTLETT & WEST PROJECT NO.: 21159.000	DATE: 4/20/2023
	DRAWN BY: TMK
	APPROVED BY: JHL

Drawing Name: W:\Proj\21000\21159\21159.000\Survey\Exhibits\TRACT03.dwg Layout Name: Sheet 3 of 5 Plotted By: TMK0997 Plotted on: 4/20/2023 9:17:16 AM



Bartlett & West
10985 Grandview Drive, Suite 110
Overland Park, Kansas 66210
ph. (816)272-1331
www.bartlettwest.com

PROPOSED PERMANENT RIGHT-OF-WAY
ON THE PROPERTY OF
KEVIN W. & JILL L. FIELDS
BLUE SPRINGS, MISSOURI

Blue Springs

TRANSYSTEMS PROJECT NO.:	P101180063-01
BARTLETT & WEST PROJECT NO.:	21159.000
SCALE:	1" = 100'
DATE:	4/20/2023
DRAWN BY:	TMK
APPROVED BY:	JHL

Title of Document: Temporary Construction Easement

Date of Document: June 14, 2024

Grantor: Kevin W. Fields and Jill L. Fields

Grantee: City of Blue Springs

Mailing Address (Grantee): 903 W. Main Street, Blue Springs, Missouri 64015

Legal description: **TEMPORARY CONSTRUCTION EASEMENT:**

A TRACT OF LAND FOR **TEMPORARY CONSTRUCTION EASEMENT** PURPOSES, LYING IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 48 NORTH, RANGE 31 WEST, IN JACKSON COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND BEING MORE PARTICULARLY DESCRIBED BY JOHN HENRY LILAK, MISSOURI PLS #2611, AS AN AGENT FOR BARTLETT & WEST, INC., MISSOURI PLS #2005013257 AS FOLLOWS:

See attached Exhibits.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

COMMENCING (1) AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 24, T48N, R31W, BEING A FOUND 1/2 INCH IRON REBAR WITH CAP LS 2143 PER DOCUMENT #600-46480; THENCE N87°58'45"W ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, ALSO BEING THE EXISTING SOUTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD, AS NOW ESTABLISHED, A DISTANCE OF 660.00 FEET TO THE NORTHEAST CORNER OF THE PROPERTY AS DESCRIBED WITHIN THE MISSOURI GENERAL WARRANTY DEED DOCUMENT #I-2949, PAGE 2196, AS RECORDED IN THE RECORDER OF DEEDS OFFICE OF THE JACKSON COUNTY,

MISSOURI COURTHOUSE, IN JACKSON COUNTY, MISSOURI; THENCE S01°46'54"W ALONG SAID EAST LINE OF THE SAID PROPERTY, A DISTANCE OF 13.66 FEET TO THE **POINT OF BEGINNING (1)**;
THENCE S87°58'45"E, A DISTANCE OF 32.52 FEET; THENCE S76°19'56"W, A DISTANCE OF 33.74 FEET TO A POINT ON SAID EAST LINE OF SAID PROPERTY; THENCE N01°46'54"E ALONG SAID EAST LINE OF THE SAID PROPERTY, A DISTANCE OF 9.12 FEET TO THE **POINT OF BEGINNING**. THE TRACT DESCRIBED ABOVE CONTAINS 148.36 SQUARE FEET OR 0.003 ACRES, MORE OR LESS.

TOGETHER WITH A TRACT OF LAND FOR **TEMPORARY CONSTRUCTION EASEMENT** PURPOSES.

COMMENCING (2) AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 24, T48N, R31W, BEING A FOUND 1/2 INCH IRON REBAR WITH CAP LS 2143 PER DOCUMENT #600-46480; THENCE N87°58'45"W ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, ALSO BEING THE EXISTING SOUTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD, AS NOW ESTABLISHED, A DISTANCE OF 330.00 FEET TO THE NORTHEAST CORNER OF THE PROPERTY AS DESCRIBED WITHIN THE MISSOURI GENERAL WARRANTY DEED DOCUMENT #2003I0055997, AS RECORDED IN THE RECORDER OF DEEDS OFFICE OF THE JACKSON COUNTY, MISSOURI COURTHOUSE, IN JACKSON COUNTY, MISSOURI; THENCE S01°46'54"W ALONG SAID EAST LINE OF THE SAID PROPERTY, A DISTANCE OF 13.66 FEET TO THE **POINT OF BEGINNING (2)**;
THENCE S01°46'54"W CONTINUING ALONG SAID EAST LINE OF THE SAID PROPERTY, A DISTANCE OF 75.81 FEET; THENCE N87°58'45"W, A DISTANCE OF 32.57 FEET; THENCE N09°20'09"W, A DISTANCE OF 77.32 FEET; THENCE S87°58'45"E, A DISTANCE OF 47.48 FEET TO THE **POINT OF BEGINNING (2)**. THE TRACT DESCRIBED ABOVE CONTAINS 3,034.32 SQUARE FEET OR 0.070 ACRES, MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT made this ___ day of June, 2024 by and between, Kevin W. Fields and Jill L. Fields, husband and wife, of Jackson County, Missouri, Grantor and party of the first part, and City of Blue Springs, Grantee and party of the second part.

GRANTEE'S ADDRESS: 903 W. Main Street, Blue Springs, Missouri 64015

Grantor, in consideration of the sum of ONE AND NO/100 DOLLARS AND OTHER VALUABLE CONSIDERATION ($1.00 & O.V.C.), to be paid by the City of Blue Springs, the receipt of which is hereby acknowledged, does by these presents convey, remise, release and quitclaim unto said party of the second part, the following described temporary construction easement in real estate in the County of Jackson, State of Missouri, to wit:

A TRACT OF LAND FOR **TEMPORARY CONSTRUCTION EASEMENT** PURPOSES, LYING IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 48 NORTH, RANGE 31 WEST, IN JACKSON COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND BEING MORE PARTICULARLY DESCRIBED BY JOHN HENRY LILAK, MISSOURI PLS #2611, AS AN AGENT FOR BARTLETT & WEST, INC., MISSOURI PLS #2005013257 AS FOLLOWS:

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

See attached Exhibits.

COMMENCING (1) AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 24, T48N, R31W, BEING A FOUND 1/2 INCH IRON REBAR WITH CAP LS 2143 PER DOCUMENT #600-46480; THENCE N87°58'45"W ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, ALSO BEING THE EXISTING SOUTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD, AS NOW ESTABLISHED, A DISTANCE OF 660.00 FEET TO THE NORTHEAST CORNER OF THE PROPERTY AS DESCRIBED WITHIN THE MISSOURI GENERAL WARRANTY DEED DOCUMENT #I-2949, PAGE 2196, AS RECORDED IN THE RECORDER OF DEEDS OFFICE OF THE JACKSON COUNTY, MISSOURI COURTHOUSE, IN JACKSON COUNTY, MISSOURI; THENCE S01°46'54"W ALONG SAID EAST LINE OF THE SAID PROPERTY, A DISTANCE OF 13.66 FEET TO THE **POINT OF BEGINNING (1)**;
THENCE S87°58'45"E, A DISTANCE OF 32.52 FEET; THENCE S76°19'56"W, A DISTANCE OF 33.74 FEET TO A POINT ON SAID EAST LINE OF SAID PROPERTY; THENCE N01°46'54"E ALONG SAID EAST LINE OF THE SAID PROPERTY, A DISTANCE OF 9.12 FEET TO THE **POINT OF BEGINNING**. THE TRACT DESCRIBED ABOVE CONTAINS 148.36 SQUARE FEET OR 0.003 ACRES, MORE OR LESS.

TOGETHER WITH A TRACT OF LAND FOR **TEMPORARY CONSTRUCTION EASEMENT** PURPOSES.

COMMENCING (2) AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 24, T48N, R31W, BEING A FOUND 1/2 INCH IRON REBAR WITH CAP LS 2143 PER DOCUMENT #600-46480; THENCE N87°58'45"W ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, ALSO BEING THE EXISTING SOUTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD, AS NOW ESTABLISHED, A DISTANCE OF 330.00 FEET TO THE NORTHEAST CORNER OF THE PROPERTY AS DESCRIBED WITHIN THE MISSOURI GENERAL WARRANTY DEED DOCUMENT #200310055997, AS RECORDED IN THE RECORDER OF DEEDS OFFICE OF THE JACKSON COUNTY, MISSOURI COURTHOUSE, IN JACKSON COUNTY, MISSOURI; THENCE S01°46'54"W ALONG SAID EAST LINE OF THE SAID PROPERTY, A DISTANCE OF 13.66 FEET TO THE **POINT OF BEGINNING (2)**;
THENCE S01°46'54"W CONTINUING ALONG SAID EAST LINE OF THE SAID PROPERTY, A DISTANCE OF 75.81 FEET; THENCE N87°58'45"W, A DISTANCE OF 32.57 FEET; THENCE N09°20'09"W, A DISTANCE OF 77.32 FEET; THENCE S87°58'45"E, A DISTANCE OF 47.48 FEET TO THE **POINT OF BEGINNING (2)**. THE TRACT DESCRIBED ABOVE CONTAINS 3,034.32 SQUARE FEET OR 0.070 ACRES, MORE OR LESS.

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its successors and assigns; the said parties of the first part hereby covenant that they are lawfully seized of an indefeasible estate in fee in the premises from which temporary construction easement is herein conveyed and that they have good right to convey the same.

Said right of entrance, occupation, construction and use shall continue during construction and for six (6) months after completion and acceptance of the project but in no event shall this grant exceed a period of two (2) years from the start of construction.

IN WITNESS WHEREOF, the said Grantor executed the above the day and year first above written.

GRANTEE shall have the right at all times to go upon the land described herein for the purposes of constructing, maintaining, and repairing its temporary construction easement as may be necessary, and while nothing in this easement shall be construed so as to grant any right to GRANTEE which shall in any way interfere with the safe and unrestricted use of the property of the GRANTOR adjacent to said temporary construction easement, GRANTOR covenants it shall not use its adjacent property in a manner inconsistent with GRANTEE'S rights herein.

IN WITNESS WHEREOF, the GRANTOR has caused this instrument to be executed the above day and year first above written.

GRANTOR: KEVIN W. FIELDS AND JILL L. FIELDS

Kevin W. Fields

Jill L. Fields

GRANTEE: CITY OF BLUE SPRINGS

Christine Cates
City Administrator, City of Blue Springs

ACKNOWLEDGMENT BY INDIVIDUALS

STATE OF MISSOURI)
COUNTY OF JACKSON)

On this 14th day of June, 2024, appeared Kevin W. Fields and Jill L. Fields, husband and wife, personally known to me to be the persons who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Ashley Herron
Notary Public

My Commission Expires: 2/7/2026

Ashley Herron
NOTARY PUBLIC, NOTARY SEAL
STATE OF MISSOURI
Jackson County
COMMISSION # 18336212
MY COMMISSION EXPIRES: February 7, 2026

TRACT NO.: 3
PARCEL ID NO.: 53-110-01-02-00-0-00-000
OWNERS NAME: Kevin W. Fields and Jill L. Fields
SITUS AND MAILING ADDRESS: 25809 E Wyatt Rd
Blue Springs, MO 64015

EXHIBIT 'A'

OWNER KEVIN W. & JILL L. FIELDS
SITUS & MAILING ADDRESS: 25809 E WYATT ROAD
BLUE SPRINGS, JACKSON COUNTY, MISSOURI 64015
PARCEL ID NO.: 53-110-01-02-00-0-00-000
LOCATION: NE1/4, SEC.24, T48N, R31W
TRACT NO.: 03

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

A TRACT OF LAND FOR **TEMPORARY CONSTRUCTION EASEMENT** PURPOSES, LYING IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 48 NORTH, RANGE 31 WEST, IN JACKSON COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND BEING MORE PARTICULARLY DESCRIBED BY JOHN HENRY LILAK, MISSOURI PLS #2611, AS AN AGENT FOR BARTLETT & WEST, INC., MISSOURI PLS #2005013257 AS FOLLOWS.

COMMENCING (1) AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 24, T48N, R31W, BEING A FOUND 1/2 INCH IRON REBAR WITH CAP LS 2143 PER DOCUMENT #600-46480; THENCE N87°58'45"W ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, ALSO BEING THE EXISTING SOUTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD, AS NOW ESTABLISHED, A DISTANCE OF 660.00 FEET TO THE NORTHEAST CORNER OF THE PROPERTY AS DESCRIBED WITHIN THE MISSOURI GENERAL WARRANTY DEED DOCUMENT #I-2949, PAGE 2196, AS RECORDED IN THE RECORDER OF DEEDS OFFICE OF THE JACKSON COUNTY, MISSOURI COURTHOUSE, IN JACKSON COUNTY, MISSOURI; THENCE S01°46'54"W ALONG SAID EAST LINE OF THE SAID PROPERTY, A DISTANCE OF 13.66 FEET TO THE **POINT OF BEGINNING (1)**;

THENCE S87°58'45"E, A DISTANCE OF 32.52 FEET; THENCE S76°19'56"W, A DISTANCE OF 33.74 FEET TO A POINT ON SAID EAST LINE OF SAID PROPERTY; THENCE N01°46'54"E ALONG SAID EAST LINE OF THE SAID PROPERTY, A DISTANCE OF 9.12 FEET TO THE **POINT OF BEGINNING**. THE TRACT DESCRIBED ABOVE CONTAINS 148.36 SQUARE FEET OR 0.003 ACRES, MORE OR LESS.

TOGETHER WITH A TRACT OF LAND FOR **TEMPORARY CONSTRUCTION EASEMENT** PURPOSES.

COMMENCING (2) AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 24, T48N, R31W, BEING A FOUND 1/2 INCH IRON REBAR WITH CAP LS 2143 PER DOCUMENT #600-46480; THENCE N87°58'45"W ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, ALSO BEING THE EXISTING SOUTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD, AS NOW ESTABLISHED, A DISTANCE OF 330.00 FEET TO THE NORTHEAST CORNER OF THE PROPERTY AS DESCRIBED WITHIN THE MISSOURI GENERAL WARRANTY DEED DOCUMENT #2003I0055997, AS RECORDED IN THE RECORDER OF DEEDS OFFICE OF THE JACKSON COUNTY, MISSOURI COURTHOUSE, IN JACKSON COUNTY, MISSOURI; THENCE S01°46'54"W ALONG SAID EAST LINE OF THE SAID PROPERTY, A DISTANCE OF 13.66 FEET TO THE **POINT OF BEGINNING (2)**;

THENCE S01°46'54"W CONTINUING ALONG SAID EAST LINE OF THE SAID PROPERTY, A DISTANCE OF 75.81 FEET; THENCE N87°58'45"W, A DISTANCE OF 32.57 FEET; THENCE N09°20'09"W, A DISTANCE OF 77.32 FEET; THENCE S87°58'45"E, A DISTANCE OF 47.48 FEET TO THE **POINT OF BEGINNING (2)**. THE TRACT DESCRIBED ABOVE CONTAINS 3,034.32 SQUARE FEET OR 0.070 ACRES, MORE OR LESS.

STATE OF MISSOURI
4-28-23
JOHN HENRY LILAK
LS-2611
REGISTERED LAND SURVEYOR

BY: _____
JOHN HENRY LILAK, MO. PLS #2611
BARTLETT & WEST, INC., MO. LC #2005013257

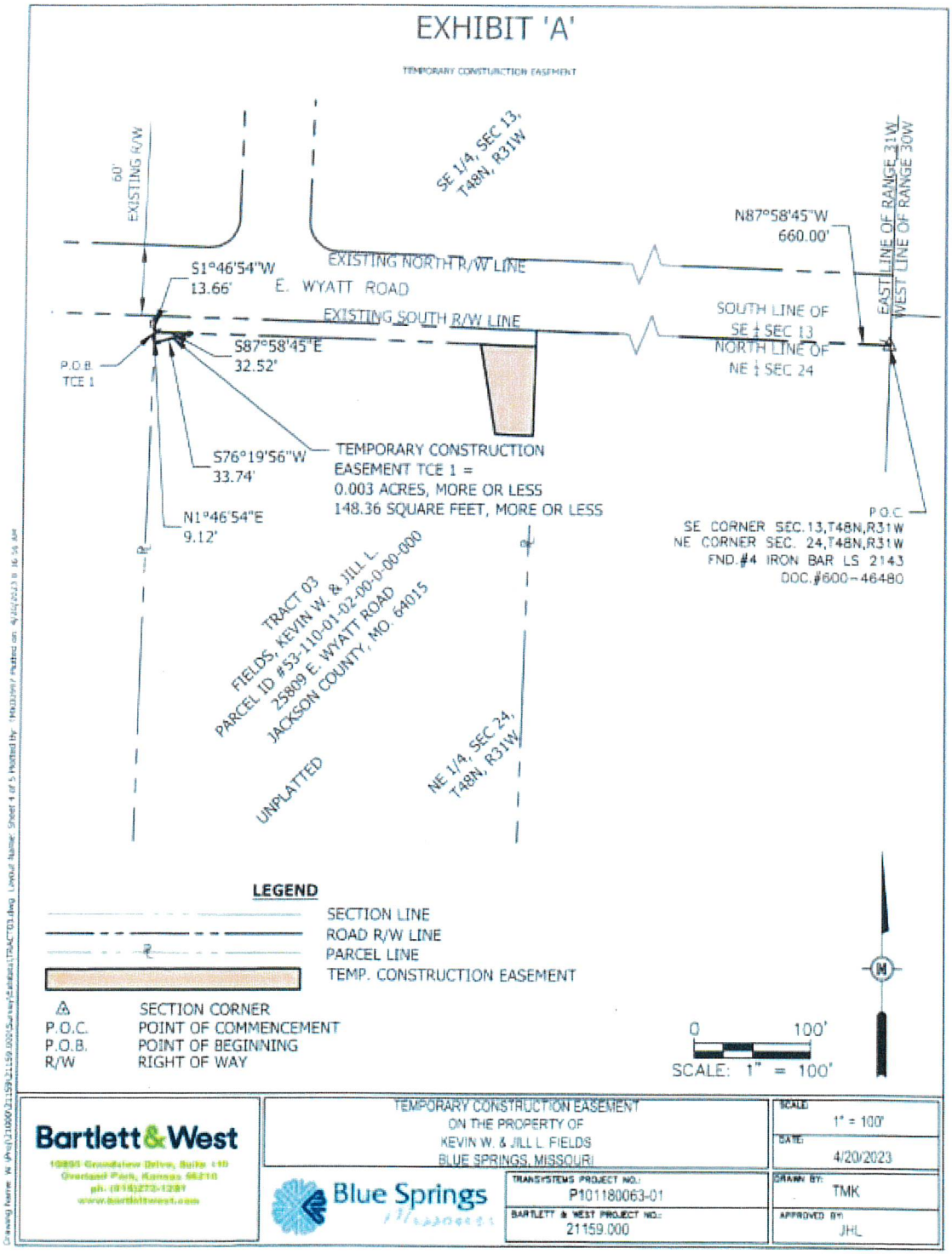
Bartlett & West
(8935 Gravois View, Suite 110
Overland Park, Kansas 66210
ph. (816)272-1201
www.bartlettwest.com

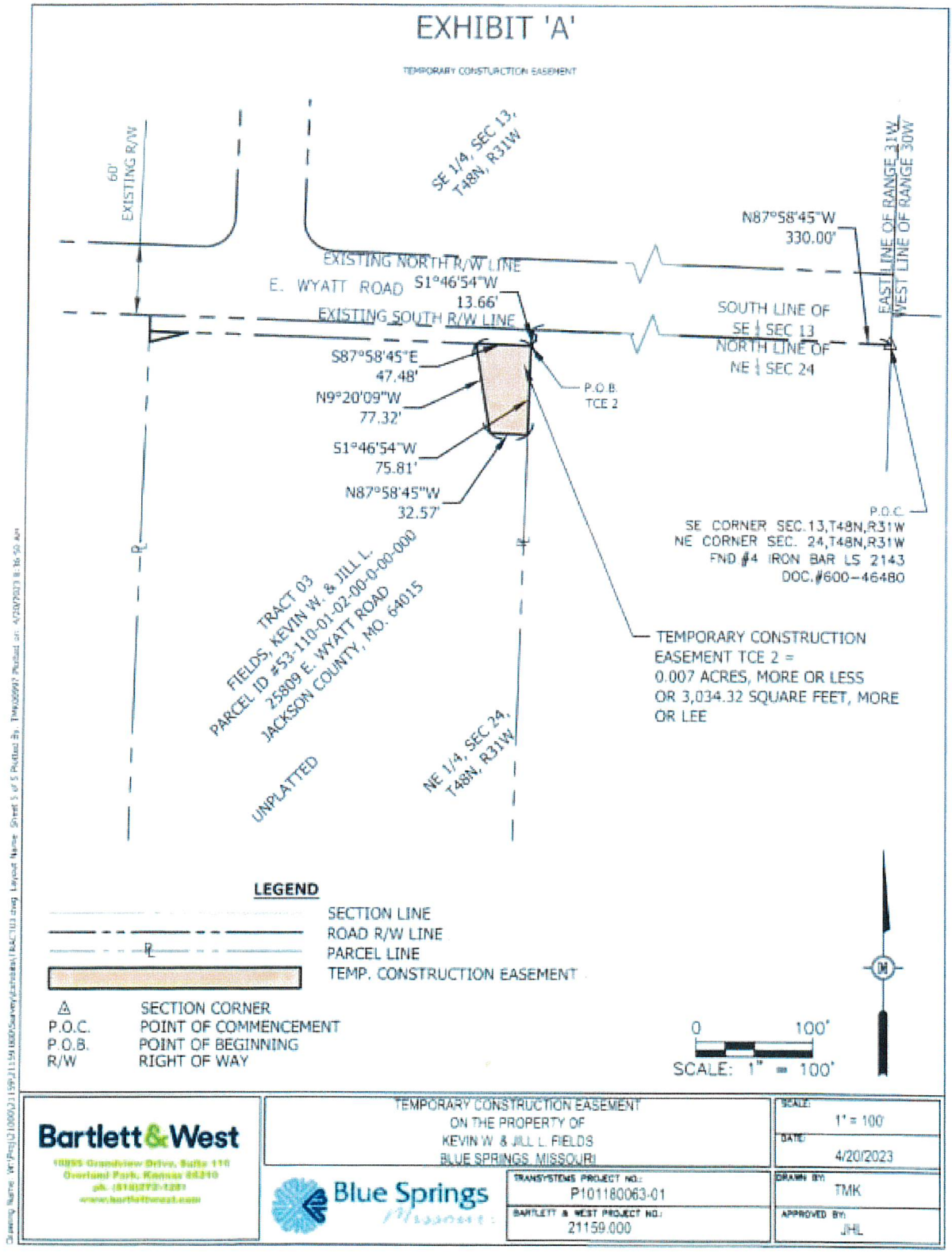
Blue Springs

TEMPORARY CONSTRUCTION EASEMENT
ON THE PROPERTY OF
KEVIN W. & JILL L. FIELDS
BLUE SPRINGS, MISSOURI

TRANSYSTEMS PROJECT NO.:	P101180063-01
BARTLETT & WEST PROJECT NO.:	21159.000
SCALE:	1" = 100'
DATE:	4/20/2023
DRAWN BY:	TMK
APPROVED BY:	JHL

Drawing Name: W:\Proj\215000\21159\21159.000\Survey\Exhibits\TRACT03.dwg Layout Name: Sheet 3 of 5 Plotted by: TMK[GWS] Plotted on: 4/20/2023 8:37:03 AM


EXHIBIT 'A'
TEMPORARY CONSTRUCTION EASEMENT
60' EXISTING R/W
SE 1/4, SEC 13, T48N, R31W
N87°58'45"W 660.00'
EAST LINE OF RANGE 31W
WEST LINE OF RANGE 30W
S1°46'54"W 13.66'
E. WYATT ROAD
EXISTING NORTH R/W LINE
EXISTING SOUTH R/W LINE
SOUTH LINE OF SE ¼ SEC 13
NORTH LINE OF NE ¼ SEC 24
P.O.B. TCE 1
S87°58'45"E 32.52'
S76°19'56"W 33.74'
N1°46'54"E 9.12'
TEMPORARY CONSTRUCTION EASEMENT TCE 1 = 0.003 ACRES, MORE OR LESS 148.36 SQUARE FEET, MORE OR LESS
P.O.C.
SE CORNER SEC.13,T48N,R31W
NE CORNER SEC. 24,T48N,R31W
FND.#4 IRON BAR LS 2143
DOC.#600-46480
TRACT 03
FIELDS, KEVIN W. & JILL L.
PARCEL ID #53-110-01-02-00-0-00-000
25809 E. WYATT ROAD
JACKSON COUNTY, MO. 64015
UNPLATTED
NE 1/4, SEC 24, T48N, R31W
LEGEND
SECTION LINE
ROAD R/W LINE
PARCEL LINE
TEMP. CONSTRUCTION EASEMENT
SECTION CORNER
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
R/W RIGHT OF WAY
0 100'
SCALE: 1" = 100'
Bartlett & West
Blue Springs
TEMPORARY CONSTRUCTION EASEMENT
ON THE PROPERTY OF
KEVIN W. & JILL L. FIELDS
BLUE SPRINGS, MISSOURI
TRANSYSTEMS PROJECT NO.: P101180063-01
BARTLETT & WEST PROJECT NO.: 21159.000
SCALE: 1" = 100'
DATE: 4/20/2023
DRAWN BY: TMK
APPROVED BY: JHL


EXHIBIT 'A'
TEMPORARY CONSTRUCTION EASEMENT
60' EXISTING R/W
SE 1/4, SEC 13, T48N, R31W
N87°58'45"W 330.00'
EAST LINE OF RANGE 31W
WEST LINE OF RANGE 30W
EXISTING NORTH R/W LINE
E. WYATT ROAD
S1°46'54"W 13.66'
EXISTING SOUTH R/W LINE
SOUTH LINE OF SE ¼ SEC 13
NORTH LINE OF NE ¼ SEC 24
S87°58'45"E 47.48'
N9°20'09"W 77.32'
S1°46'54"W 75.81'
N87°58'45"W 32.57'
P.O.B. TCE 2
P.O.C.
SE CORNER SEC.13,T48N,R31W
NE CORNER SEC. 24,T48N,R31W
FND #4 IRON BAR LS 2143
DOC.#600-46480
TRACT 03
FIELDS, KEVIN W. & JILL L.
PARCEL ID #53-110-01-02-00-0-00-000
25809 E. WYATT ROAD
JACKSON COUNTY, MO. 64015
UNPLATTED
NE 1/4, SEC 24, T48N, R31W
TEMPORARY CONSTRUCTION EASEMENT TCE 2 = 0.007 ACRES, MORE OR LESS OR 3,034.32 SQUARE FEET, MORE OR LEE
LEGEND
SECTION LINE
ROAD R/W LINE
PARCEL LINE
TEMP. CONSTRUCTION EASEMENT
SECTION CORNER
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
R/W RIGHT OF WAY
0 100'
SCALE: 1" = 100'
Bartlett & West
10955 Grandview Drive, Suite 110
Overland Park, Kansas 66210
ph. (816)272-1201
www.bartlettwest.com
TEMPORARY CONSTRUCTION EASEMENT
ON THE PROPERTY OF
KEVIN W & JILL L FIELDS
BLUE SPRINGS, MISSOURI
Blue Springs
Missouri
TRANSYSTEMS PROJECT NO.: P101180063-01
BARTLETT & WEST PROJECT NO.: 21159.000
SCALE: 1" = 100'
DATE: 4/20/2023
DRAWN BY: TMK
APPROVED BY: JHL

Title of Document:	General Warranty Deed
Date of Document:	August 9th, 2024
Grantor:	Bryan K. & Krista D. Caton, Co-Trustees of the Bryan and Krista Caton Living Trust dated January 17, 2019
Grantee:	City of Blue Springs
Mailing Address (Grantee):	903 W. Main Street, Blue Springs, Missouri 64015

Legal description: **PERMANENT RIGHT OF WAY:**

A TRACT OF LAND FOR **PERMANENT RIGHT-OF-WAY** PURPOSES, LYING IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 48 NORTH, RANGE 31 WEST, IN JACKSON COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND BEING MORE PARTICULARLY DESCRIBED BY JOHN HENRY LILAK, MISSOURI PLS #2611, AS AN AGENT FOR BARTLETT & WEST, INC., MISSOURI PLS #2005013257 AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 24, T48N, R31W, BEING A FOUND 1/2 INCH IRON REBAR WITH CAP LS 2143 PER DOCUMENT #600-46480, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE PROPERTY AS DESCRIBED WITHIN THE MISSOURI TRUSTEE'S WARRANTY DEED DOCUMENT #2018E0015497, AS RECORDED IN THE RECORDER OF DEEDS OFFICE OF THE JACKSON COUNTY, MISSOURI COURTHOUSE, IN JACKSON COUNTY, MISSOURI, AND SAME SAID POINT ALSO BEING THE **POINT OF BEGINNING;**
THENCE S01°46'54"W ALONG SAID EAST LINE OF SAID NORTHEAST QUARTER , ALSO ALONG SAID EAST LINE OF THE SAID PROPERTY, A DISTANCE OF 13.66 FEET; THENCE N87°58'45"W, A DISTANCE OF 330.00 FEET TO A POINT ON THE

WEST LINE OF SAID PROPERTY; THENCE N01°46'54"E ALONG SAID WEST LINE OF THE SAID PROPERTY, A DISTANCE OF 13.66 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER, ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD; THENCE S87°58'45"E ALONG THE SAID NORTH LINE OF SAID NORTHEAST QUARTER, AND ALSO BEING THE SAID EXISTING SOUTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD, A DISTANCE OF 330.00 FEET TO THE **POINT OF BEGINNING**. THE TRACT DESCRIBED ABOVE CONTAINS 4,507.07 SQUARE FEET OR 0.103 ACRES, MORE OR LESS.

GENERAL WARRANTY DEED

THIS AGREEMENT made this 9th day of August, 2024 by and between, Bryan K. & Krista D. Caton, husband and wife and Co-Trustees of the Bryan and Krista Caton Living Trust dated January 17, 2019, of Jackson County, Missouri, Grantor and party of the first part, and City of Blue Springs, Grantee and party of the second part.

GRANTEE'S ADDRESS: 903 W. Main Street, Blue Springs, Missouri 64015

Grantor, in consideration of the sum of ONE AND NO/100 DOLLARS AND OTHER VALUABLE CONSIDERATION ($1.00 & O.V.C.), to be paid by the City of Blue Springs, the receipt of which is hereby acknowledged, does by these presents convey, remise, release and quitclaim unto said party of the second part, the following described general warranty deed in real estate in the County of Jackson, State of Missouri, to wit:

A TRACT OF LAND FOR **PERMANENT RIGHT-OF-WAY** PURPOSES, LYING IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 48 NORTH, RANGE 31 WEST, IN JACKSON COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND BEING MORE PARTICULARLY DESCRIBED BY JOHN HENRY LILAK, MISSOURI PLS #2611, AS AN AGENT FOR BARTLETT & WEST, INC., MISSOURI PLS #2005013257 AS FOLLOWS:

GENERAL WARRANTY DEED DESCRIPTION:

See attached Exhibits.

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 24, T48N, R31W, BEING A FOUND 1/2 INCH IRON REBAR WITH CAP LS 2143 PER DOCUMENT #600-46480, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE PROPERTY AS DESCRIBED WITHIN THE MISSOURI TRUSTEE'S WARRANTY DEED DOCUMENT #2018E0015497, AS RECORDED IN THE RECORDER OF DEEDS OFFICE OF THE JACKSON COUNTY, MISSOURI COURTHOUSE, IN JACKSON COUNTY, MISSOURI, AND SAME SAID POINT ALSO BEING THE **POINT OF BEGINNING**;
THENCE S01°46'54"W ALONG SAID EAST LINE OF SAID NORTHEAST QUARTER , ALSO ALONG SAID EAST LINE OF THE SAID PROPERTY, A DISTANCE OF 13.66 FEET; THENCE N87°58'45"W, A DISTANCE OF 330.00 FEET TO A POINT ON THE WEST LINE OF SAID PROPERTY; THENCE N01°46'54"E ALONG SAID WEST LINE OF THE SAID PROPERTY, A DISTANCE OF 13.66 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER, ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD; THENCE S87°58'45"E ALONG THE SAID NORTH LINE OF SAID NORTHEAST QUARTER, AND ALSO BEING THE SAID EXISTING SOUTH RIGHT-OF-

WAY LINE OF EAST WYATT ROAD, A DISTANCE OF 330.00 FEET TO THE **POINT OF BEGINNING**. THE TRACT DESCRIBED ABOVE CONTAINS 4,507.07 SQUARE FEET OR 0.103 ACRES, MORE OR LESS.

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its successors and assigns; the said parties of the first part hereby covenant that they are lawfully seized of an indefeasible estate in fee in the premises from which right of way easement is herein conveyed and that they have good right to convey the same.

IN WITNESS WHEREOF, the said Grantor executed the above the day and year first above written.

Grantor hereby covenants that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed. Grantor covenants that they have good right to convey the property. Grantor covenants that the said premises are free and clear of any encumbrances done or suffered by them or those under whom they claim; and that they will warrant and defend the title to said premises unto the City of Blue Springs and unto its successors and assigns, forever, against the lawful claims and demands of all persons whomsoever.

Grantee shall obtain all rights, privileges, appurtenances and immunities belonging to Grantor, their successors and assigns forever.

IN WITNESS WHEREOF, the GRANTOR has caused this instrument to be executed the above day and year first above written.

GRANTOR: Bryan K. and Krista D. Caton, Co-Trustees

Bryan K. Caton Trustee

Krista D. Caton Trustee

GRANTEE: CITY OF BLUE SPRINGS

Christine Cates
City Administrator, City of Blue Springs

VERIFICATION AND ACKNOWLEDGMENT BY INDIVIDUALS

STATE OF MISSOURI)
COUNTY OF JACKSON)

On this 9th day of August, 2024, appeared Bryan Caton and Krista Caton husband and wife, personally known to me to be the persons who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Ashley Herron
Notary Public

My Commission Expires: 2/7/2026

Ashley Herron
NOTARY PUBLIC, NOTARY SEAL
STATE OF MISSOURI
Jackson County
COMMISSION # 18336212
MY COMMISSION EXPIRES: February 7, 2026

TRACT NO.: 4
PARCEL ID NO.: 53-110-01-01-00-0-00-000
OWNERS NAME:Bryan K. and Krista D. Caton Co-Trustees of the Bryan and Krista Caton Living Trust
SITUS AND MAILING ADDRESS: 25907 E Wyatt Road,, Blue Springs , MO 64015

EXHIBIT 'A'

OWNER: BRYAN K. & KRISTA D. CATON, TRUSTEES
SITUS & MAILING ADDRESS: 25907 E WYATT ROAD
BLUE SPRINGS, JACKSON COUNTY, MISSOURI 64015
PARCEL ID NO.: 53-110-01-01-00-0-00-000
LOCATION: NE1/4, SEC.24, T48N, R31W
TRACT NO.: 04

PERMANENT RIGHT-OF-WAY DESCRIPTION

A TRACT OF LAND FOR **PERMANENT RIGHT-OF-WAY** PURPOSES, LYING IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 48 NORTH, RANGE 31 WEST, IN JACKSON COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND BEING MORE PARTICULARLY DESCRIBED BY JOHN HENRY LILAK, MISSOURI PLS #2611, AS AN AGENT FOR BARTLETT & WEST, INC., MISSOURI PLS #2005013267 AS FOLLOWS:

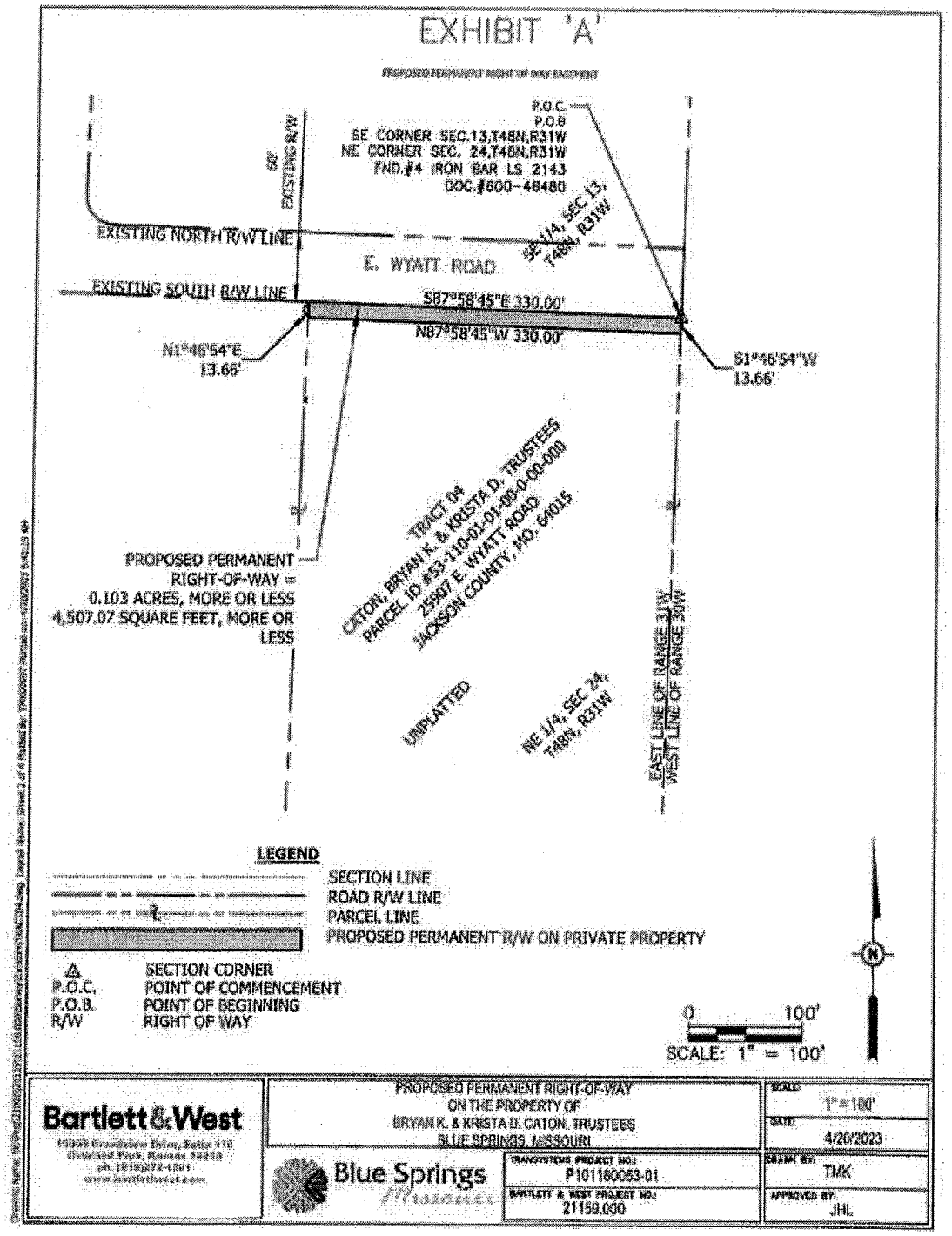
COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 24, T48N, R31W, BEING A FOUND 1/2 INCH IRON REBAR WITH CAP LS 2143 PER DOCUMENT #600-46480, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE PROPERTY AS DESCRIBED WITHIN THE MISSOURI TRUSTEE'S WARRANTY DEED DOCUMENT #2018E0015497, AS RECORDED IN THE RECORDER OF DEEDS OFFICE OF THE JACKSON COUNTY, MISSOURI COURTHOUSE, IN JACKSON COUNTY, MISSOURI, AND SAME SAID POINT ALSO BEING THE **POINT OF BEGINNING;**

THENCE S01°46'54"W ALONG SAID EAST LINE OF SAID NORTHEAST QUARTER , ALSO ALONG SAID EAST LINE OF THE SAID PROPERTY, A DISTANCE OF 13.68 FEET; THENCE N87°58'45"W, A DISTANCE OF 330.00 FEET TO A POINT ON THE WEST LINE OF SAID PROPERTY; THENCE N01°46'54"E ALONG SAID WEST LINE OF THE SAID PROPERTY, A DISTANCE OF 13.68 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER, ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD; THENCE S87°58'45"E ALONG THE SAID NORTH LINE OF SAID NORTHEAST QUARTER, AND ALSO BEING THE SAID EXISTING SOUTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD, A DISTANCE OF 330.00 FEET TO THE **POINT OF BEGINNING**. THE TRACT DESCRIBED ABOVE CONTAINS 4,507.07 SQUARE FEET OR 0.103 ACRES, MORE OR LESS.

STATE OF MISSOURI
JOHN HENRY LILAK
NUMBER
2-28-24
REGISTERED LAND SURVEYOR

BY: _____
JOHN HENRY LILAK, MO. PLS #2611
BARTLETT & WEST, INC., MO. LC #2005013267

Bartlett & West 12265 Strang Line Drive, Suite 110 Overland Park, Kansas 66213 ph. (816)472-1201 www.bartlettwest.com	PROPOSED PERMANENT RIGHT-OF-WAY ON THE PROPERTY OF BRYAN K. & KRISTA D. CATON, TRUSTEES BLUE SPRINGS, MISSOURI	SCALE: 1" = 100' DATE: 4/20/2023
Blue Springs	TRANSYSTEMS PROJECT NO.: P101160063-01 BARTLETT & WEST PROJECT NO.: 21159.000	DRAWN BY: TMK APPROVED BY: JHL


EXHIBIT 'A'
PROPOSED TEMPORARY RIGHT OF WAY EASEMENT
P.O.C.
P.O.B
SE CORNER SEC.13,T48N,R31W
NE CORNER SEC. 24,T48N,R31W
FND.#4 IRON BAR LS 2143
DOC.#600-48480
60'
EXISTING R/W
EXISTING NORTH R/W LINE
E. WYATT ROAD
SE 1/4, SEC 13, T48N, R31W
EXISTING SOUTH R/W LINE
S87°58'45"E 330.00'
N87°58'45"W 330.00'
N1°46'54"E
13.66'
S1°46'54"W
13.66'
PROPOSED PERMANENT
RIGHT-OF-WAY =
0.103 ACRES, MORE OR LESS
4,507.07 SQUARE FEET, MORE OR
LESS
TRACT 0M
CATON, BRYAN K. & KRISTA D. TRUSTEES
PARCEL ID #53-110-01-01-00-0-00-000
25907 E. WYATT ROAD
JACKSON COUNTY, MO. 64015
UNPLATTED
NE 1/4, SEC 24, T48N, R31W
EAST LINE OF RANGE 31W
WEST LINE OF RANGE 30W
LEGEND
SECTION LINE
ROAD R/W LINE
PARCEL LINE
PROPOSED PERMANENT R/W ON PRIVATE PROPERTY
SECTION CORNER
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
R/W RIGHT OF WAY
0 100'
SCALE: 1" = 100'
N
Bartlett&West
PROPOSED PERMANENT RIGHT-OF-WAY
ON THE PROPERTY OF
BRYAN K. & KRISTA D. CATON, TRUSTEES
BLUE SPRINGS, MISSOURI
Blue Springs
SCALE 1" = 100'
DATE 4/20/2023
DRAWN BY TMK
TRANSYSTEMS PROJECT NO.: P101160063-01
BARTLETT & WEST PROJECT NO.: 21159.000
APPROVED BY: JHL

Title of Document:	Temporary Construction Easement
Date of Document:	August 9th, 2024
Grantor:	Bryan K. & Krista D. Caton, Co-Trustees of the Bryan and Krista Caton Living Trust dated January 17, 2019
Grantee:	City of Blue Springs
Mailing Address (Grantee):	903 W. Main Street, Blue Springs, Missouri 64015

Legal description: **TEMPORARY CONSTRUCTION EASEMENT:**

A TRACT OF LAND FOR **TEMPORARY CONSTRUCTION EASEMENT** PURPOSES LYING IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 48 NORTH, RANGE 31 WEST, IN JACKSON COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND BEING MORE PARTICULARLY DESCRIBED BY JOHN HENRY LILAK, MISSOURI PLS #2611, AS AN AGENT FOR BARTLETT & WEST, INC., MISSOURI PLS #2005013257 AS FOLLOWS:

See attached Exhibits.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 24, T48N, R31W, BEING A FOUND 1/2 INCH IRON REBAR WITH CAP LS 2143 PER DOCUMENT #600-46480; THENCE N87°58'45"W ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, ALSO BEING THE EXISTING SOUTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD, AS NOW ESTABLISHED, A DISTANCE OF 330.00 FEET TO THE NORTHWEST CORNER OF THE PROPERTY AS DESCRIBED WITHIN THE TRUSTEE'S WARRANTY DEED DOCUMENT #2018E0015497, AS RECORDED IN THE

RECORDER OF DEEDS OFFICE OF THE JACKSON COUNTY, MISSOURI COURTHOUSE, IN JACKSON COUNTY, MISSOURI; THENCE S01°46'54"W ALONG SAID WEST LINE OF THE SAID PROPERTY, A DISTANCE OF 13.66 FEET TO THE **POINT OF BEGINNING**;
THENCE S87°58'45"E, A DISTANCE OF 82.52 FEET; THENCE S20°07'04"W, A DISTANCE OF 79.76 FEET; THENCE N87°58'45"W, A DISTANCE OF 57.43 FEET TO A POINT ON THE SAID WEST LINE OF THE SAID PROPERTY; THENCE N01°46'54"E ALONG SAID WEST LINE OF THE SAID PROPERTY, A DISTANCE OF 75.81 FEET TO THE **POINT OF BEGINNING**. THE TRACT DESCRIBED ABOVE CONTAINS 5,304.77 SQUARE FEET OR 0.122 ACRES, MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT made this 9th day of August, 2024 by and between, Bryan K. & Krista D. Caton, husband and wife and Co-Trustees of the Bryan and Krista Caton Living Trust dated January 17, 2019, of Jackson County, Missouri, Grantor and party of the first part, and City of Blue Springs, Grantee and party of the second part.

GRANTEE'S ADDRESS: 903 W. Main Street, Blue Springs, Missouri 64015

Grantor, in consideration of the sum of ONE AND NO/100 DOLLARS AND OTHER VALUABLE CONSIDERATION ($1.00 & O.V.C.), to be paid by the City of Blue Springs, the receipt of which is hereby acknowledged, does by these presents convey, remise, release and quitclaim unto said party of the second part, the following described temporary construction easement in real estate in the County of Jackson, State of Missouri, to wit:

A TRACT OF LAND FOR **TEMPORARY CONSTRUCTION EASEMENT** PURPOSES LYING IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 48 NORTH, RANGE 31 WEST, IN JACKSON COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND BEING MORE PARTICULARLY DESCRIBED BY JOHN HENRY LILAK, MISSOURI PLS #2611, AS AN AGENT FOR BARTLETT & WEST, INC., MISSOURI PLS #2005013257 AS FOLLOWS:

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

See attached Exhibits.

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 24, T48N, R31W, BEING A FOUND 1/2 INCH IRON REBAR WITH CAP LS 2143 PER DOCUMENT #600-46480; THENCE N87°58'45"W ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, ALSO BEING THE EXISTING SOUTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD, AS NOW ESTABLISHED, A DISTANCE OF 330.00 FEET TO THE NORTHWEST CORNER OF THE PROPERTY AS DESCRIBED WITHIN THE TRUSTEE'S WARRANTY DEED DOCUMENT #2018E0015497, AS RECORDED IN THE RECORDER OF DEEDS OFFICE OF THE JACKSON COUNTY, MISSOURI COURTHOUSE, IN JACKSON COUNTY, MISSOURI; THENCE S01°46'54"W ALONG SAID WEST LINE OF THE SAID PROPERTY, A DISTANCE OF 13.66 FEET TO THE **POINT OF BEGINNING**;
THENCE S87°58'45"E, A DISTANCE OF 82.52 FEET; THENCE S20°07'04"W, A DISTANCE OF 79.76 FEET; THENCE N87°58'45"W, A DISTANCE OF 57.43 FEET TO A POINT ON THE SAID WEST LINE OF THE SAID PROPERTY; THENCE N01°46'54"E ALONG SAID WEST LINE OF THE SAID PROPERTY, A DISTANCE OF 75.81 FEET TO

THE **POINT OF BEGINNING**. THE TRACT DESCRIBED ABOVE CONTAINS 5,304.77 SQUARE FEET OR 0.122 ACRES, MORE OR LESS.

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its successors and assigns; the said parties of the first part hereby covenant that they are lawfully seized of an indefeasible estate in fee in the premises from which temporary construction easement is herein conveyed and that they have good right to convey the same.

Said right of entrance, occupation, construction and use shall continue during construction and for six (6) months after completion and acceptance of the project but in no event shall this grant exceed a period of two (2) years from the start of construction.

IN WITNESS WHEREOF, the said Grantor executed the above the day and year first above written.

GRANTEE shall have the right at all times to go upon the land described herein for the purposes of constructing, maintaining, and repairing its temporary construction easement as may be necessary, and while nothing in this easement shall be construed so as to grant any right to GRANTEE which shall in any way interfere with the safe and unrestricted use of the property of the GRANTOR adjacent to said temporary construction easement, GRANTOR covenants it shall not use its adjacent property in a manner inconsistent with GRANTEE'S rights herein.

IN WITNESS WHEREOF, the GRANTOR has caused this instrument to be executed the above day and year first above written.

GRANTOR: Bryan K. and Krista D. Caton, Co-Trustees

Bryan K. Caton Trustee

Krista D. Caton, Trustee

GRANTEE: CITY OF BLUE SPRINGS

Christine Cates
City Administrator, City of Blue Springs

ACKNOWLEDGMENT BY INDIVIDUALS

STATE OF MISSOURI)
COUNTY OF JACKSON)

On this 9th day of August, 2024, appeared Bryan Caton and Krista Caton, husband and wife, personally known to me to be the persons who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Ashley Herron
Notary Public

My Commission Expires: 2/7/2026

Ashley Herron
NOTARY PUBLIC, NOTARY SEAL
STATE OF MISSOURI
Jackson County
COMMISSION # 18336212
MY COMMISSION EXPIRES: February 7, 2026

TRACT NO.: 4
PARCEL ID NO.: 53-110-01-01-00-0-00-000
OWNERS NAME: Bryan K. and Krista D. Caton Co-Trustees of the Bryan and Krista Caton Living Trust
SITUS AND MAILING ADDRESS: 25907 E Wyatt Road, Blue Springs, MO 64015

EXHIBIT 'A'

OWNER: BRYAN K. & KRISTA D. CATON, TRUSTEES
SITUS & MAILING ADDRESS: 25907 E WYATT ROAD
BLUE SPRINGS, JACKSON COUNTY, MISSOURI 64015
PARCEL ID NO.: 53-110-01-01-00-0-00-000
LOCATION: NE1/4, SEC.24, T48N, R31W
TRACT NO.: 04

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

A TRACT OF LAND FOR **TEMPORARY CONSTRUCTION EASEMENT** PURPOSES LYING IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 48 NORTH, RANGE 31 WEST, IN JACKSON COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND BEING MORE PARTICULARLY DESCRIBED BY JOHN HENRY LILAK, MISSOURI PLS #2611, AS AN AGENT FOR BARTLETT & WEST, INC., MISSOURI PLS #2005013257 AS FOLLOWS:

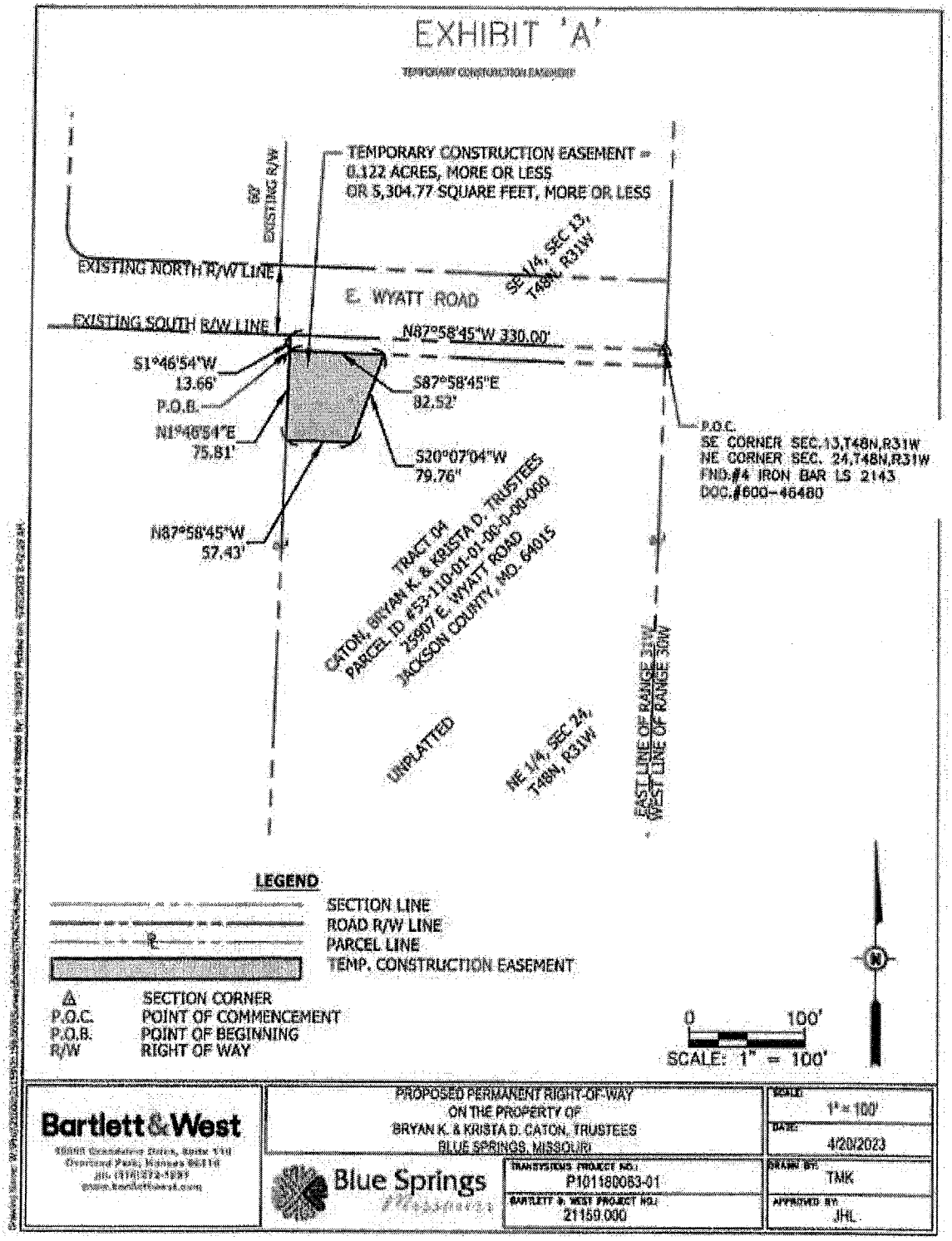
COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 24, T48N, R31W, BEING A FOUND 1/2 INCH IRON REBAR WITH CAP LS 2143 PER DOCUMENT #800-46480; THENCE N87°58'45"W ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, ALSO BEING THE EXISTING SOUTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD, AS NOW ESTABLISHED, A DISTANCE OF 330.00 FEET TO THE NORTHWEST CORNER OF THE PROPERTY AS DESCRIBED WITHIN THE TRUSTEE'S WARRANTY DEED DOCUMENT #2018E0015497, AS RECORDED IN THE RECORDER OF DEEDS OFFICE OF THE JACKSON COUNTY, MISSOURI COURTHOUSE, IN JACKSON COUNTY, MISSOURI; THENCE S01°46'54"W ALONG SAID WEST LINE OF THE SAID PROPERTY, A DISTANCE OF 13.66 FEET TO THE **POINT OF BEGINNING**;

THENCE S87°58'45"E, A DISTANCE OF 82.52 FEET; THENCE S20°07'04"W, A DISTANCE OF 79.76 FEET; THENCE N87°58'45"W, A DISTANCE OF 57.43 FEET TO A POINT ON THE SAID WEST LINE OF THE SAID PROPERTY; THENCE N01°46'54"E ALONG SAID WEST LINE OF THE SAID PROPERTY, A DISTANCE OF 76.81 FEET TO **THE POINT OF BEGINNING**. THE TRACT DESCRIBED ABOVE CONTAINS 5,304.77 SQUARE FEET OR 0.122 ACRES, MORE OR LESS.

STATE OF MISSOURI
JOHN HENRY LILAK
LS-2011
REGISTERED LAND SURVEYOR

BY: _____
JOHN HENRY LILAK, MO. PLS #2611
BARTLETT & WEST, INC., MO. LC #2005013257

Bartlett & West TEXAS Residence Drive, Suite 110 Overland Park, Kansas 66210 ph. (913) 829-1201 www.bartlettwest.com	PROPOSED PERMANENT RIGHT-OF-WAY ON THE PROPERTY OF BRYAN K. & KRISTA D. CATON, TRUSTEES BLUE SPRINGS, MISSOURI	SCALE: 1" = 100' DATE: 4/20/2023
Blue Springs	TRANSYSTEMS PROJECT NO.: P101180063-01 BARTLETT & WEST PROJECT NO.: 21159.000	DRAWN BY: TMK APPROVED BY: JHL


EXHIBIT 'A'
TEMPORARY CONSTRUCTION EASEMENT
TEMPORARY CONSTRUCTION EASEMENT =
0.122 ACRES, MORE OR LESS
OR 5,304.77 SQUARE FEET, MORE OR LESS
60' EXISTING R/W
EXISTING NORTH R/W LINE
E. WYATT ROAD
EXISTING SOUTH R/W LINE
SE 1/4, SEC 13, T48N, R31W
N87°58'45"W 330.00'
S1°46'54"W 13.66'
P.O.B.
N1°46'54"E 75.81'
S87°58'45"E 82.52'
S20°07'04"W 79.76'
N87°58'45"W 57.43'
P.O.C.
SE CORNER SEC.13,T48N,R31W
NE CORNER SEC. 24,T48N,R31W
FND.#4 IRON BAR LS 2143
DOC.#600-46480
TRACT 04
CATON, BRYAN K. & KRISTA D. TRUSTEES
PARCEL ID #53-110-01-01-06-0-00-000
25807 E. WYATT ROAD
JACKSON COUNTY, MO. 64015
UNPLATTED
NE 1/4, SEC 24, T48N, R31W
EAST LINE OF RANGE 31W
WEST LINE OF RANGE 30W
LEGEND
SECTION LINE
ROAD R/W LINE
PARCEL LINE
TEMP. CONSTRUCTION EASEMENT
SECTION CORNER
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
R/W RIGHT OF WAY
N
0 100'
SCALE: 1" = 100'
Bartlett&West
PROPOSED PERMANENT RIGHT-OF-WAY
ON THE PROPERTY OF
BRYAN K. & KRISTA D. CATON, TRUSTEES
BLUE SPRINGS, MISSOURI
Blue Springs
TRANSYSTEMS PROJECT NO.: P101180083-01
BARTLETT & WEST PROJECT NO.: 21150.000
SCALE: 1" = 100'
DATE: 4/20/2023
DRAWN BY: TMK
APPROVED BY: JHL

Title of Document: Temporary Construction Easement

Date of Document: June 14, 2024

Grantor: Troy Colbert

Grantee: City of Blue Springs

Mailing Address (Grantee): 903 W. Main Street, Blue Springs, Missouri 64015

Legal description: **TEMPORARY CONSTRUCTION EASEMENT:**

A TRACT OF LAND FOR **TEMPORARY CONSTRUCTION EASEMENT** PURPOSES, LYING IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 48 NORTH, RANGE 30 WEST, AND BEING PART OF THE "REMAINDER TRACT" OF THE ANNEX SUBDIVISION PLAT, (DOCUMENT #2021E0129843), AS RECORDED IN BOOK I-197, PAGE 67 IN THE RECORDER OF DEEDS OFFICE OF THE JACKSON COUNTY, MISSOURI COURTHOUSE, IN JACKSON COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND BEING MORE PARTICULARLY DESCRIBED BY JOHN HENRY LILAK, MISSOURI PLS #2611, AS AN AGENT FOR BARTLETT & WEST, INC., MISSOURI PLS #2005013257 AS FOLLOWS:

See attached Exhibits.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 19, T48N, R30W, BEING A FOUND 1/2 INCH IRON REBAR WITH NO CAP PER DOCUMENT #600-41794; THENCE S01°46'54"W ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 40.00 FEET TO A POINT ON THE EXISTING SOUTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD AS NOW ESTABLISHED;

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT made this ___ day of June, 2024 by and between, Troy Colbert, a single person, of Jackson County, Missouri, Grantor and party of the first part, and City of Blue Springs, Grantee and party of the second part.

GRANTEE'S ADDRESS: 903 W. Main Street, Blue Springs, Missouri 64015

Grantor, in consideration of the sum of ONE AND NO/100 DOLLARS AND OTHER VALUABLE CONSIDERATION ($1.00 & O.V.C.), to be paid by the City of Blue Springs, the receipt of which is hereby acknowledged, does by these presents convey, remise, release and quitclaim unto said party of the second part, the following described temporary construction easement in real estate in the County of Jackson, State of Missouri, to wit:

A TRACT OF LAND FOR **TEMPORARY CONSTRUCTION EASEMENT** PURPOSES, LYING IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 48 NORTH, RANGE 30 WEST, AND BEING PART OF THE "REMAINDER TRACT" OF THE ANNEX SUBDIVISION PLAT, (DOCUMENT #2021E0129843), AS RECORDED IN BOOK I-197, PAGE 67 IN THE RECORDER OF DEEDS OFFICE OF THE JACKSON COUNTY, MISSOURI COURTHOUSE, IN JACKSON COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND BEING MORE PARTICULARLY DESCRIBED BY JOHN HENRY LILAK, MISSOURI PLS #2611, AS AN AGENT FOR BARTLETT & WEST, INC., MISSOURI PLS #2005013257 AS FOLLOWS:

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

See attached Exhibits.

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 19, T48N, R30W, BEING A FOUND 1/2 INCH IRON REBAR WITH NO CAP PER DOCUMENT #600-41794; THENCE S01°46'54"W ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 40.00 FEET TO A POINT ON THE EXISTING SOUTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD AS NOW ESTABLISHED; THENCE S88°09'00"E ALONG SAID SOUTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD, A DISTANCE OF 107.52 FEET TO THE **POINT OF BEGINNING**; THENCE S88°09'00"E CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD, A DISTANCE OF 65.00 FEET; THENCE S46°51'13"W, A DISTANCE OF 28.28 FEET; THENCE N88°09'00"W, A DISTANCE OF 25.00 FEET; THENCE N43°09'13"W, A DISTANCE OF 28.28 FEET TO THE **POINT OF BEGINNING**. THE TRACT DESCRIBED ABOVE CONTAINS 899.89 SQUARE FEET OR 0.021 ACRES, MORE OR LESS.

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its successors and assigns; the said parties of the first part hereby covenant that they are lawfully seized of an indefeasible estate in fee in the premises from which temporary construction easement is herein conveyed and that they have good right to convey the same.

Said right of entrance, occupation, construction and use shall continue during construction and for six (6) months after completion and acceptance of the project but in no event shall this grant exceed a period of two (2) years from the start of construction.

IN WITNESS WHEREOF, the said Grantor executed the above the day and year first above written.

GRANTEE shall have the right at all times to go upon the land described herein for the purposes of constructing, maintaining, and repairing its temporary construction easement as may be necessary, and while nothing in this easement shall be construed so as to grant any right to GRANTEE which shall in any way interfere with the safe and unrestricted use of the property of the GRANTOR adjacent to said temporary construction easement, GRANTOR covenants it shall not use its adjacent property in a manner inconsistent with GRANTEE'S rights herein.

IN WITNESS WHEREOF, the GRANTOR has caused this instrument to be executed the above day and year first above written.

GRANTOR: TROY COLBERT

Troy Colbert

GRANTEE: CITY OF BLUE SPRINGS

Christine Cates
City Administrator, City of Blue Springs

ACKNOWLEDGMENT BY INDIVIDUALS

STATE OF MISSOURI)
COUNTY OF JACKSON)

On this 14th day of June, 2024, appeared Troy Colbert, a single person, personally known to me to be the persons who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Ashley Herron

Notary Public

My Commission Expires: 2/7/26

Ashley Herron
NOTARY PUBLIC, NOTARY SEAL
STATE OF MISSOURI
Jackson County
COMMISSION # 18336212
MY COMMISSION EXPIRES: February 7, 2026

TRACT NO.: 5
PARCEL ID NO.: 54-300-02-17-01-0-00-000
OWNERS NAME: Troy Colbert
SITUS AND MAILING ADDRESS: 6659 Maywood
Raytown, MO 65133

EXHIBIT 'A'

SHEET 1 OF 2

OWNER: TROY COLBERT
MAILING ADDRESS: 6659 MAYWOOD
RAYTOWN, JACKSON COUNTY, MISSOURI 65133
PARCEL ID NO.: 54-300-02-17-01-0-00-000
LOCATION: NW1/4, NW1/4, SEC.19, T48N, R30W
TRACT NO.: 05

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

A TRACT OF LAND FOR **TEMPORARY CONSTRUCTION EASEMENT** PURPOSES, LYING IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 48 NORTH, RANGE 30 WEST, AND BEING PART OF THE "REMAINDER TRACT" OF THE ANNEX SUBDIVISION PLAT, (DOCUMENT #2021E0129843), AS RECORDED IN BOOK I-197, PAGE 67 IN THE RECORDER OF DEEDS OFFICE OF THE JACKSON COUNTY, MISSOURI COURTHOUSE, IN JACKSON COUNTY, MISSOURI. BEARINGS ARE REFERENCED TO THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND BEING MORE PARTICULARLY DESCRIBED BY JOHN HENRY LILAK, MISSOURI PLS #2611, AS AN AGENT FOR BARTLETT & WEST, INC., MISSOURI PLS #2005013257 AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 19, T48N, R30W, BEING A FOUND 1/2 INCH IRON REBAR WITH NO CAP PER DOCUMENT #600-41794; THENCE S01°46'54"W ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 40.00 FEET TO A POINT ON THE EXISTING SOUTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD AS NOW ESTABLISHED; THENCE S88°09'00"E ALONG SAID SOUTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD, A DISTANCE OF 107.52 FEET TO THE **POINT OF BEGINNING**;

THENCE S88°09'00"E CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD, A DISTANCE OF 65.00 FEET; THENCE S46°51'13"W, A DISTANCE OF 28.28 FEET; THENCE N88°09'00"W, A DISTANCE OF 25.00 FEET; THENCE N43°09'13"W, A DISTANCE OF 28.28 FEET TO THE **POINT OF BEGINNING**. THE TRACT DESCRIBED ABOVE CONTAINS 899.89 SQUARE FEET OR 0.021 ACRES, MORE OR LESS.

STATE OF MISSOURI
JOHN HENRY LILAK
LS-2611
REGISTERED LAND SURVEYOR

BY: _____
JOHN HENRY LILAK, MO. PLS #2611
BARTLETT & WEST, INC., MO. LC #2005013257

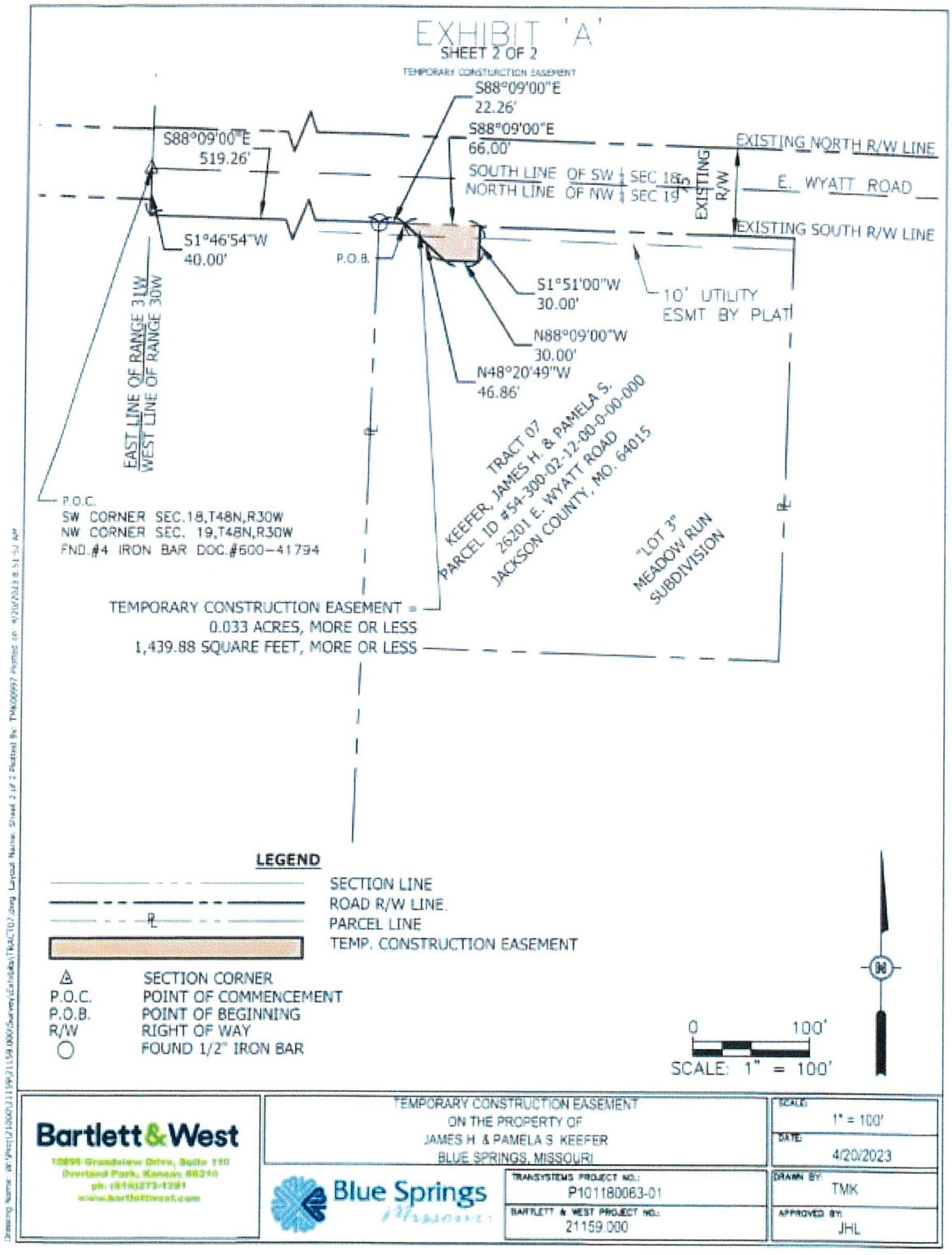
Bartlett & West
10990 Grandview Drive, Suite 110
Overland Park, Kansas 66210
ph. (913)272-1201
www.bartlettwest.com

TEMPORARY CONSTRUCTION EASEMENT
ON THE PROPERTY OF
TROY COLBERT
BLUE SPRINGS, MISSOURI

Blue Springs

TRANSYSTEMS PROJECT NO.: P101180063-01	SCALE: 1" = 100'
BARTLETT & WEST PROJECT NO.: 21159.000	DATE: 4/04/2024
	DRAWN BY: TMK
	APPROVED BY: JHL

Drawing Name: W:\Proj\101800\Proj\101180063-01\21159.000\Survey\Exhibits\TRACTS.dwg - Layout: Annex Sheet 1 of 2 Plotted by: [illegible] Plotted on: 4/4/2024 2:16:10 PM


EXHIBIT 'A'
SHEET 2 OF 2
TEMPORARY CONSTRUCTION EASEMENT
S88°09'00"E
22.26'
S88°09'00"E
66.00'
S88°09'00"E
519.26'
EXISTING NORTH R/W LINE
SOUTH LINE OF SW ¼ SEC 18
NORTH LINE OF NW ¼ SEC 19
EXISTING R/W
E. WYATT ROAD
EXISTING SOUTH R/W LINE
S1°46'54"W
40.00'
P.O.B.
S1°51'00"W
30.00'
10' UTILITY
ESMT BY PLAT
N88°09'00"W
30.00'
N48°20'49"W
46.86'
EAST LINE OF RANGE 31W
WEST LINE OF RANGE 30W
TRACT 07
KEEFER, JAMES H. & PAMELA S.
PARCEL ID #54-300-02-12-00-0-00-000
26201 E. WYATT ROAD
JACKSON COUNTY, MO. 64015
"LOT 3"
MEADOW RUN
SUBDIVISION
P.O.C.
SW CORNER SEC.18,T48N,R30W
NW CORNER SEC. 19,T48N,R30W
FND.#4 IRON BAR DOC.#600-41794
TEMPORARY CONSTRUCTION EASEMENT =
0.033 ACRES, MORE OR LESS
1,439.88 SQUARE FEET, MORE OR LESS
LEGEND
SECTION LINE
ROAD R/W LINE
PARCEL LINE
TEMP. CONSTRUCTION EASEMENT
SECTION CORNER
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
R/W RIGHT OF WAY
FOUND 1/2" IRON BAR
0
100'
SCALE: 1" = 100'
Bartlett & West
Blue Springs
TEMPORARY CONSTRUCTION EASEMENT
ON THE PROPERTY OF
JAMES H. & PAMELA S. KEEFER
BLUE SPRINGS, MISSOURI
SCALE: 1" = 100'
DATE: 4/20/2023
TRANSYSTEMS PROJECT NO.: P101180063-01
DRAWN BY: TMK
BARTLETT & WEST PROJECT NO.: 21159.000
APPROVED BY: JHL

Title of Document: Temporary Construction Easement

Date of Document: June 14, 2024

Grantor: James H. Keefer

Grantee: City of Blue Springs

Mailing Address (Grantee): 903 W. Main Street, Blue Springs, Missouri 64015

Legal description: **TEMPORARY CONSTRUCTION EASEMENT:**

A TRACT OF LAND FOR **TEMPORARY CONSTRUCTION EASEMENT** PURPOSES, LYING IN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 48 NORTH, RANGE 30 WEST AND BEING PART OF LOT 3 OF MEADOW RUN SUBDIVISION PLAT, (DOCUMENT #I855267), AS RECORDED IN BOOK I-45, PAGE 28 IN THE RECORDER OF DEEDS OFFICE OF THE JACKSON COUNTY, MISSOURI COURTHOUSE, IN JACKSON COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND BEING MORE PARTICULARLY DESCRIBED BY JOHN HENRY LILAK, MISSOURI PLS #2611, AS AN AGENT FOR BARTLETT & WEST, INC., MISSOURI PLS #2005013257 AS FOLLOWS:

See attached Exhibits.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 19, T48N, R30W, BEING A FOUND 1/2 INCH IRON REBAR WITH NO CAP PER DOCUMENT #600-41794; THENCE S01°46'54"W ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 40.00 FEET TO A POINT ON THE EXISTING SOUTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD, AS NOW ESTABLISHED;

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT made this ___ day of June, 2024 by and between, James H. Keefer, a single person, of Jackson County, Missouri, Grantor and party of the first part, and City of Blue Springs, Grantee and party of the second part.

GRANTEE'S ADDRESS: 903 W. Main Street, Blue Springs, Missouri 64015

Grantor, in consideration of the sum of ONE AND NO/100 DOLLARS AND OTHER VALUABLE CONSIDERATION ($1.00 & O.V.C.), to be paid by the City of Blue Springs, the receipt of which is hereby acknowledged, does by these presents convey, remise, release and quitclaim unto said party of the second part, the following described temporary construction easement in real estate in the County of Jackson, State of Missouri, to wit:

A TRACT OF LAND FOR **TEMPORARY CONSTRUCTION EASEMENT** PURPOSES, LYING IN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 48 NORTH, RANGE 30 WEST AND BEING PART OF LOT 3 OF MEADOW RUN SUBDIVISION PLAT, (DOCUMENT #I855267), AS RECORDED IN BOOK I-45, PAGE 28 IN THE RECORDER OF DEEDS OFFICE OF THE JACKSON COUNTY, MISSOURI COURTHOUSE, IN JACKSON COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND BEING MORE PARTICULARLY DESCRIBED BY JOHN HENRY LILAK, MISSOURI PLS #2611, AS AN AGENT FOR BARTLETT & WEST, INC., MISSOURI PLS #2005013257 AS FOLLOWS:

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

See attached Exhibits.

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 19, T48N, R30W, BEING A FOUND 1/2 INCH IRON REBAR WITH NO CAP PER DOCUMENT #600-41794; THENCE S01°46'54"W ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 40.00 FEET TO A POINT ON THE EXISTING SOUTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD, AS NOW ESTABLISHED; THENCE S88°09'00"E ALONG SAID SOUTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD, A DISTANCE OF
519.26 FEET TO A FOUND 1/2 INCH IRON REBAR WITH NO CAP, SAME POINT BEING THE NORTHWEST CORNER OF SAID LOT 3 OF SAID MEADOW RUN SUBDIVISION; THENCE S88°09'00"E CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD, A DISTANCE OF 22.26 FEET TO THE **POINT OF BEGINNING**; THENCE S88°09'00"E CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD, A DISTANCE OF 66.00 FEET; THENCE S01°51'00"W, A DISTANCE OF 30.00 FEET; THENCE N88°09'00"W, A DISTANCE OF 30.00 FEET;

THENCE N48°20'49"W, A DISTANCE OF 46.86 FEET TO THE **POINT OF BEGINNING**. THE TRACT DESCRIBED ABOVE CONTAINS 1,439.88 SQUARE FEET OR 0.033 ACRES, MORE OR LESS.

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its successors and assigns; the said parties of the first part hereby covenant that they are lawfully seized of an indefeasible estate in fee in the premises from which temporary construction easement is herein conveyed and that they have good right to convey the same.

Said right of entrance, occupation, construction and use shall continue during construction and for six (6) months after completion and acceptance of the project but in no event shall this grant exceed a period of two (2) years from the start of construction.

IN WITNESS WHEREOF, the said Grantor executed the above the day and year first above written.

GRANTEE shall have the right at all times to go upon the land described herein for the purposes of constructing, maintaining, and repairing its temporary construction easement as may be necessary, and while nothing in this easement shall be construed so as to grant any right to GRANTEE which shall in any way interfere with the safe and unrestricted use of the property of the GRANTOR adjacent to said temporary construction easement, GRANTOR covenants it shall not use its adjacent property in a manner inconsistent with GRANTEE'S rights herein.

IN WITNESS WHEREOF, the GRANTOR has caused this instrument to be executed the above day and year first above written.

GRANTOR: JAMES H. KEEFER

James H. Keefer

GRANTEE: CITY OF BLUE SPRINGS

Christine Cates
City Administrator, City of Blue Springs

ACKNOWLEDGMENT BY INDIVIDUALS

STATE OF MISSOURI)
COUNTY OF JACKSON)

On this 14 day of June, 2024, appeared James H. Keefer, a single person, personally known to me to be the persons who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Ashley Herron
Notary Public

My Commission Expires: 2/7/2026

Ashley Herron
NOTARY PUBLIC, NOTARY SEAL
STATE OF MISSOURI
Jackson County
COMMISSION # 18336212
MY COMMISSION EXPIRES: February 7, 2026

TRACT NO.: 7
PARCEL ID NO.: 54-300-02-12-00-0-00-000
OWNERS NAME: James H. Keefer
SITUS AND MAILING ADDRESS: 26201 E Wyatt Rd
Blue Springs, MO 64015

EXHIBIT 'A'

SHEET 1 OF 2

OWNER: JAMES H. & PAMELA S. KEEFER
SITUS & MAILING ADDRESS: 26201 E WYATT ROAD
BLUE SPRINGS, JACKSON COUNTY, MISSOURI 64015
PARCEL ID NO.: 54-300-02-12-00-0-00-000
LOCATION: NW1/4, NW1/4, SEC.19, T48N, R30W
TRACT NO. 07

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

A TRACT OF LAND FOR **TEMPORARY CONSTRUCTION EASEMENT** PURPOSES, LYING IN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 48 NORTH, RANGE 30 WEST AND BEING PART OF LOT 3 OF MEADOW RUN SUBDIVISION PLAT, (DOCUMENT #I855267), AS RECORDED IN BOOK I-45, PAGE 28 IN THE RECORDER OF DEEDS OFFICE OF THE JACKSON COUNTY, MISSOURI COURTHOUSE, IN JACKSON COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND BEING MORE PARTICULARLY DESCRIBED BY JOHN HENRY LILAK, MISSOURI PLS #2611, AS AN AGENT FOR BARTLETT & WEST, INC., MISSOURI PLS #2005013257 AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 19, T48N, R30W, BEING A FOUND 1/2 INCH IRON REBAR WITH NO CAP PER DOCUMENT #600-41794; THENCE S01°46'54"W ALONG THE WEST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 40.00 FEET TO A POINT ON THE EXISTING SOUTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD, AS NOW ESTABLISHED; THENCE S88°09'00"E ALONG SAID SOUTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD, A DISTANCE OF 519.26 FEET TO A FOUND 1/2 INCH IRON REBAR WITH NO CAP, SAME POINT BEING THE NORTHWEST CORNER OF SAID LOT 3 OF SAID MEADOW RUN SUBDIVISION; THENCE S88°09'00"E CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD, A DISTANCE OF 22.26 FEET TO THE **POINT OF BEGINNING**.

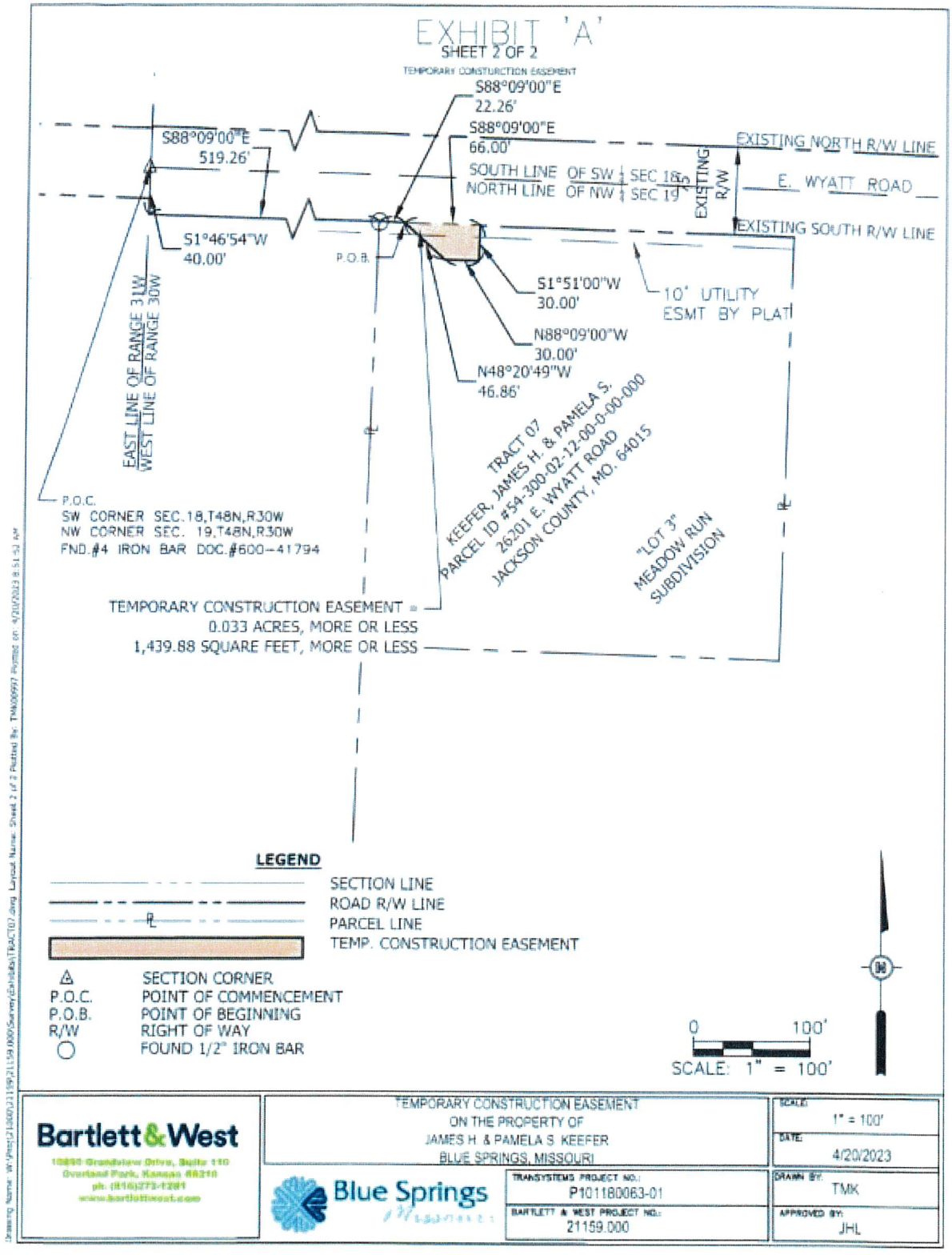
THENCE S88°09'00"E CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD, A DISTANCE OF 66.00 FEET; THENCE S01°51'00"W, A DISTANCE OF 30.00 FEET; THENCE N88°09'00"W, A DISTANCE OF 30.00 FEET; THENCE N48°20'49"W, A DISTANCE OF 46.86 FEET TO THE **POINT OF BEGINNING**. THE TRACT DESCRIBED ABOVE CONTAINS 1,439.88 SQUARE FEET OR 0.033 ACRES, MORE OR LESS.



BY: _____
JOHN HENRY LILAK, MO. PLS #2611
BARTLETT & WEST, INC., MO. LC #2005013257

Bartlett&West 10898 Grandview Drive, Suite 150 Overland Park, Kansas 66210 ph. (816)272-1201 www.bartlettwest.com	TEMPORARY CONSTRUCTION EASEMENT ON THE PROPERTY OF JAMES H. & PAMELA S. KEEFER BLUE SPRINGS, MISSOURI	SCALE: 1" = 100' DATE: 4/20/2023
Blue Springs	TRANSYSTEMS PROJECT NO.: P101180063-01 BARTLETT & WEST PROJECT NO.: 21159.000	DRAWN BY: TMK APPROVED BY: JHL

Drawing Name: W:\Proj\21000\21159\800\Survey\Exhibits\TRACT07.dwg Layout Name: Sheet 1 of 2 Plotted By: TMK6097 Plotted on: 4/20/2023 8:51:18 AM


EXHIBIT 'A'
SHEET 2 OF 2
TEMPORARY CONSTURCTION EASEMENT
S88°09'00"E
22.26'
S88°09'00"E
66.00'
S88°09'00"E
519.26'
EXISTING NORTH R/W LINE
SOUTH LINE OF SW ¼ SEC 18
NORTH LINE OF NW ¼ SEC 19
EXISTING R/W
E. WYATT ROAD
EXISTING SOUTH R/W LINE
S1°46'54"W
40.00'
P.O.B.
S1°51'00"W
30.00'
10' UTILITY ESMT BY PLAT
N88°09'00"W
30.00'
N48°20'49"W
46.86'
EAST LINE OF RANGE 31W
WEST LINE OF RANGE 30W
TRACT 07
KEEFER, JAMES H. & PAMELA S.
PARCEL ID #54-300-02-12-00-0-00-000
26201 E. WYATT ROAD
JACKSON COUNTY, MO. 64015
"LOT 3"
MEADOW RUN
SUBDIVISION
P.O.C.
SW CORNER SEC.18,T48N,R30W
NW CORNER SEC. 19,T48N,R30W
FND.#4 IRON BAR DOC.#600-41794
TEMPORARY CONSTRUCTION EASEMENT =
0.033 ACRES, MORE OR LESS
1,439.88 SQUARE FEET, MORE OR LESS
LEGEND
SECTION LINE
ROAD R/W LINE
PARCEL LINE
TEMP. CONSTRUCTION EASEMENT
SECTION CORNER
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
R/W RIGHT OF WAY
FOUND 1/2" IRON BAR
0
100'
SCALE: 1" = 100'
Bartlett & West
TEMPORARY CONSTRUCTION EASEMENT
ON THE PROPERTY OF
JAMES H. & PAMELA S. KEEFER
BLUE SPRINGS, MISSOURI
Blue Springs
SCALE: 1" = 100'
DATE: 4/20/2023
TRANSYSTEMS PROJECT NO.: P101180063-01
DRAWN BY: TMK
BARTLETT & WEST PROJECT NO.: 21159.000
APPROVED BY: JHL

December 30, 2011

TO WHOM IT MAY CONCERN:
AS STIPULATED IN THE DIVORCE DECREE PAMELA S KEEFER HAS NO LEGAL OR FINANCIAL RESPONSIBILITY FOR THE OUTSTANDING MORTGAGE ON MY RESIDENCE AT 26201 SW WYATT RD. BLUE SPRINGS, MO. 64015
I UNDERSTAND I AM TOTALLY RESPONSIBLE FOR MORTGAGE AND ADEQUATE LIFE INSURANCE TO COVER TOTAL REMAINING COST OF MORTGAGE.

James H. Keefer

CARA ADKISON
Notary Public-Notary Seal
State of Missouri, Jackson County
Commission # 10735434
My Commission Expires May 19, 2014

Title of Document: Permanent Drainage Easement

Date of Document: July 3, 2024

Grantor: Lombardo Homes of Blue Springs, LLC

Grantee: City of Blue Springs

Mailing Address (Grantee): 903 W. Main Street, Blue Springs, Missouri 64015

Legal description: **PERMANENT DRAINAGE EASEMENT:**

A TRACT OF LAND FOR **PERMANENT DRAINAGE EASEMENT** PURPOSES, LYING IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 48 NORTH, RANGE 30 WEST, IN THE CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND BEING MORE PARTICULARLY DESCRIBED BY JOHN HENRY LILAK, MISSOURI PLS #2611, AS AN AGENT FOR BARTLETT & WEST, INC., MISSOURI PLS #2005013257 AS FOLLOWS:

See attached Exhibit.

PERMANENT DRAINAGE EASEMENT DESCRIPTION:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 18, T48N, R30W, BEING A FOUND 1/2 INCH IRON REBAR WITH NO CAP PER DOCUMENT #600-41794; THENCE N01°41'14"E ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 35.00 FEET TO THE EXISTING NORTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD, PER DOCUMENT #2020E0055864, AS RECORDED IN THE RECORDER OF DEEDS OFFICE OF THE JACKSON COUNTY, MISSOURI COURTHOUSE; THENCE S88°09'00"E ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 114.67 FEET TO THE **POINT OF BEGINNING**;

THENCE N01°51'00"E, A DISTANCE OF 33.00 FEET; THENCE S88°09'00"E, A DISTANCE OF 25.00 FEET; THENCE S01°51'00"W, A DISTANCE OF 33.00 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD; THENCE N88°09'00"W ALONG SAID NORTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD, A DISTANCE OF 25.00 FEET TO THE **POINT OF BEGINNING**. THE TRACT DESCRIBED ABOVE CONTAINS 825 SQUARE FEET OR 0.019 ACRES, MORE OR LESS.

PERMANENT DRAINAGE EASEMENT

THIS AGREEMENT made this ___ day of _____, 202_ by and between, Lombardo Homes of Blue Springs, LLC, a Michigan limited liability company, Grantor and party of the first part, and City of Blue Springs, Grantee and party of the second part.

GRANTEE'S ADDRESS: 903 W. Main Street, Blue Springs, Missouri 64015

Grantor, with NO CONSIDERATION to be paid by the City of Blue Springs, agrees to convey, remise, release and quitclaim unto said party of the second part, the following described permanent drainage easement in real estate in the County of Jackson, State of Missouri, to wit:

A TRACT OF LAND FOR **PERMANENT DRAINAGE EASEMENT** PURPOSES, LYING IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 48 NORTH, RANGE 30 WEST, IN THE CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND BEING MORE PARTICULARLY DESCRIBED BY JOHN HENRY LILAK, MISSOURI PLS #2611, AS AN AGENT FOR BARTLETT & WEST, INC., MISSOURI PLS #2005013257 AS FOLLOWS:

PERMANENT DRAINAGE EASEMENT DESCRIPTION:

See attached Exhibit.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 18, T48N, R30W, BEING A FOUND 1/2 INCH IRON REBAR WITH NO CAP PER DOCUMENT #600-41794; THENCE N01°41'14"E ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 35.00 FEET TO THE EXISTING NORTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD, PER DOCUMENT #2020E0055864, AS RECORDED IN THE RECORDER OF DEEDS OFFICE OF THE JACKSON COUNTY, MISSOURI COURTHOUSE; THENCE S88°09'00"E ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 114.67 FEET TO THE **POINT OF BEGINNING**; THENCE N01°51'00"E, A DISTANCE OF 33.00 FEET; THENCE S88°09'00"E, A DISTANCE OF 25.00 FEET; THENCE S01°51'00"W, A DISTANCE OF 33.00 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD; THENCE N88°09'00"W ALONG SAID NORTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD, A DISTANCE OF 25.00 FEET TO THE **POINT OF BEGINNING**. THE TRACT DESCRIBED ABOVE CONTAINS 825 SQUARE FEET OR 0.019 ACRES, MORE OR LESS.

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its

successors and assigns; the said parties of the first part hereby covenant that they are lawfully seized of an indefeasible estate in fee in the premises from which permanent drainage easement is herein conveyed and that they have good right to convey the same.

IN WITNESS WHEREOF, the said Grantor executed the above the day and year first above written.

GRANTEE shall have the right at all times to go upon the land described herein for the purposes of constructing, maintaining, and repairing its permanent drainage easement as may be necessary, and while nothing in this easement shall be construed so as to grant any right to GRANTEE which shall in any way interfere with the safe and unrestricted use of the property of the GRANTOR adjacent to said permanent drainage easement, GRANTOR covenants it shall not use its adjacent property in a manner inconsistent with GRANTEE'S rights herein.

IN WITNESS WHEREOF, the GRANTOR has caused this instrument to be executed the above day and year first above written.

GRANTOR: LOMBARDO HOMES OF BLUE SPRINGS, LLC

Anthony Lombardo

(Print Name)

ACKNOWLEDGMENT BY INDIVIDUALS

STATE OF MICHIGAN)
COUNTY OF MACOMB)

On this 3rd day of July, 2024, appeared Anthony Lombardo, personally known to me to be the persons who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Heidi L Verellen

Notary Public

My Commission Expires: 4-9-27

Heidi L. Verellen
Notary Public of Michigan
Macomb County
Expires 04/09/2027
Acting in the County of Macomb

GRANTEE: CITY OF BLUE SPRINGS

_____
Christine Cates
City Administrator, City of Blue Springs

ACKNOWLEDGMENT BY INDIVIDUALS

STATE OF MISSOURI)
COUNTY OF JACKSON)

On this _____ day of _____, 202_, appeared _____ , personally known to me to be the persons who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

_____
Notary Public

My Commission Expires: _____

TRACT NO.: 8
PARCEL ID NO.: 41-930-03-05-00-0-00-000
LOCATION: Lor 1, Redwood Homes, A Subdivision in Blue Springs, Jackson County, MO
OWNERS NAME: Lombardo Homes of Blue Springs, LLC
SITUS AND MAILING ADDRESS: 800 SW Red Willow Way
Blue Springs, MO 64014

EXHIBIT 'A'

OWNER LOMBARDO HOMES OF BLUE SPRINGS, LLC
SITUS & MAILING ADDRESS: 800 SW RED WILLOW WAY
BLUE SPRINGS, JACKSON COUNTY, MISSOURI 64014
PARCEL ID NO : 41-930-03-05-00-0-00-000
LOCATION: LOT 1, REDWOOD HOMES, A SUBDIVISION IN
BLUE SPRINGS, JACKSON COUNTY, MISSOURI
TRACT NO.: 08

PERMANENT DRAINAGE EASEMENT DESCRIPTION

A TRACT OF LAND FOR **PERMANENT DRAINAGE EASEMENT** PURPOSES, LYING IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 48 NORTH, RANGE 30 WEST, IN THE CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND BEING MORE PARTICULARLY DESCRIBED BY JOHN HENRY LILAK, MISSOURI PLS #2811, AS AN AGENT FOR BARTLETT & WEST, INC., MISSOURI PLS #2005013257 AS FOLLOWS:

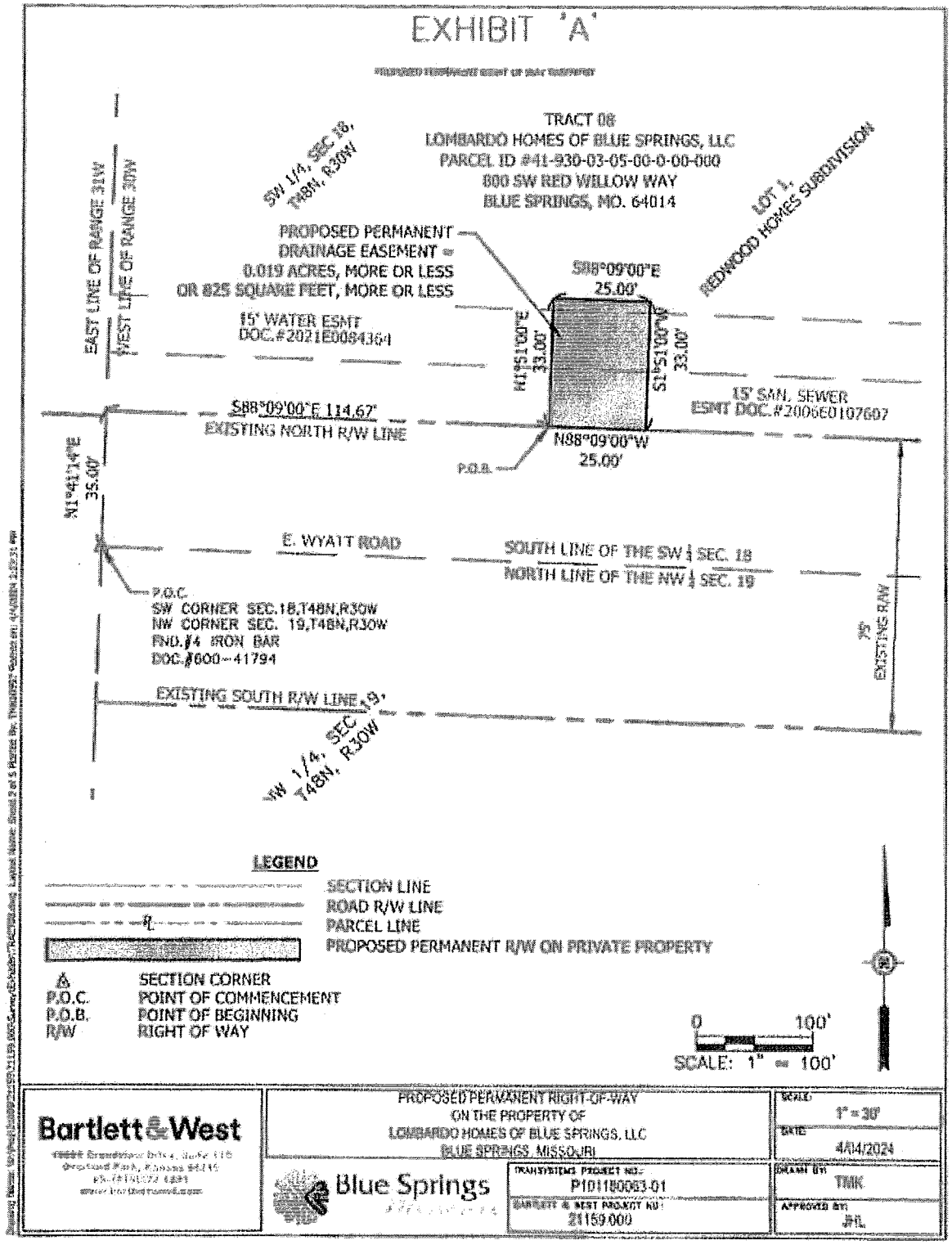
COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 18, T48N, R30W, BEING A FOUND 1/2 INCH IRON REBAR WITH NO CAP PER DOCUMENT #980-41794; THENCE N01°41'14"E ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 35.00 FEET TO THE EXISTING NORTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD, PER DOCUMENT #2020E0055984, AS RECORDED IN THE RECORDER OF DEEDS OFFICE OF THE JACKSON COUNTY, MISSOURI COURTHOUSE; THENCE S88°09'00"E ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 114.67 FEET TO THE **POINT OF BEGINNING**;

THENCE N01°51'00"E, A DISTANCE OF 33.00 FEET; THENCE S88°09'00"E, A DISTANCE OF 25.00 FEET; THENCE S01°51'00"W, A DISTANCE OF 33.00 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD; THENCE N88°09'00"W ALONG SAID NORTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD, A DISTANCE OF 25.00 FEET TO THE **POINT OF BEGINNING**. THE TRACT DESCRIBED ABOVE CONTAINS 825 SQUARE FEET OR 0.019 ACRES, MORE OR LESS.

STATE OF MISSOURI
JOHN HENRY LILAK
LS-2811
REGISTERED LAND SURVEYOR

BY:_____
JOHN HENRY LILAK, MO. PLS #2811
BARTLETT & WEST, INC., MO. LC #2005013257

Bartlett&West	PROPOSED PERMANENT RIGHT-OF-WAY ON THE PROPERTY OF LOMBARDO HOMES OF BLUE SPRINGS, LLC BLUE SPRINGS, MISSOURI	SCALE: 1" = 30'
		DATE: 4/04/2024
Blue Springs	TRANSYSTEMS PROJECT NO.: P101160063-01	DRAWN BY: TMK
	BARTLETT & WEST PROJECT NO.: 21159.000	APPROVED BY: JHL


EXHIBIT 'A'
TRACT 08
LOMBARDO HOMES OF BLUE SPRINGS, LLC
PARCEL ID #41-930-03-05-00-0-00-000
800 SW RED WILLOW WAY
BLUE SPRINGS, MO. 64014
LOT 1, REDWOOD HOMES SUBDIVISION
SW 1/4, SEC. 18, T48N, R30W
EAST LINE OF RANGE 31W
WEST LINE OF RANGE 30W
PROPOSED PERMANENT DRAINAGE EASEMENT = 0.019 ACRES, MORE OR LESS OR 825 SQUARE FEET, MORE OR LESS
15' WATER ESMT DOC.#2021E0084364
S88°09'00"E 25.00'
N1°51'00"E 33.00'
S1°51'00"W 33.00'
15' SAN. SEWER ESMT DOC.#2005E0107607
S88°09'00"E 114.67'
EXISTING NORTH R/W LINE
N1°41'14"E 35.00'
N88°09'00"W 25.00'
P.O.B.
E. WYATT ROAD
SOUTH LINE OF THE SW 1/4 SEC. 18
NORTH LINE OF THE NW 1/4 SEC. 19
P.O.C.
SW CORNER SEC.18,T48N,R30W
NW CORNER SEC. 19,T48N,R30W
FND. 1/4 IRON BAR
DOC.#600-41794
EXISTING SOUTH R/W LINE
NW 1/4, SEC. 19, T48N, R30W
35' EXISTING R/W
LEGEND
SECTION LINE
ROAD R/W LINE
PARCEL LINE
PROPOSED PERMANENT R/W ON PRIVATE PROPERTY
SECTION CORNER
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
R/W RIGHT OF WAY
0 100'
SCALE: 1" = 100'
Bartlett & West
PROPOSED PERMANENT RIGHT-OF-WAY
ON THE PROPERTY OF
LOMBARDO HOMES OF BLUE SPRINGS, LLC
BLUE SPRINGS, MISSOURI
Blue Springs
TRANSYSTEMS PROJECT NO: P101180063-01
BARTLETT & WEST PROJECT NO: 21159.000
SCALE: 1" = 30'
DATE: 4/04/2024
DRAWN BY: TMK
APPROVED BY: RL

Title of Document: Temporary Construction Easement

Date of Document: July 3, 2024

Grantor: Lombardo Homes of Blue Springs, LLC

Grantee: City of Blue Springs

Mailing Address (Grantee): 903 W. Main Street, Blue Springs, Missouri 64015

Legal description: **TEMPORARY CONSTRUCTION EASEMENT:**

A TRACT OF LAND FOR **TEMPORARY CONSTRUCTION EASEMENT** PURPOSES, LYING IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 48 NORTH, RANGE 30 WEST, IN THE CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND BEING MORE PARTICULARLY DESCRIBED BY JOHN HENRY LILAK, MISSOURI PLS #2611, AS AN AGENT FOR BARTLETT & WEST, INC., MISSOURI PLS #2005013257 AS FOLLOWS:

See attached Exhibits.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

COMMENCING (1) AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 18, T48N, R30W, BEING A FOUND 1/2 INCH IRON REBAR WITH NO CAP PER DOCUMENT #600-41794; THENCE N01°41'14"E ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 35.00 FEET TO THE EXISTING NORTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD, PER DOCUMENT #2020E0055864, AS RECORDED IN THE RECORDER OF DEEDS OFFICE OF THE JACKSON COUNTY, MISSOURI COURTHOUSE; THENCE S88°09'00"E ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 62.67 FEET TO THE **POINT OF BEGINNING (1)**;

THENCE N75°41'03"E, A DISTANCE OF 54.14 FEET; THENCE S01°51'00"W, A DISTANCE OF 15.07 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD; THENCE N88°09'00"W ALONG THE SAID NORTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD, A DISTANCE OF 52.00 FEET TO THE **POINT OF BEGINNING**. THE TRACT DESCRIBED ABOVE CONTAINS 391.92 SQUARE FEET OR 0.009 ACRES, MORE OR LESS.

TOGETHER WITH A TRACT OF LAND FOR **TEMPORARY CONSTRUCTION EASEMENT** PURPOSES.

COMMENCING (2) AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 18, T48N, R30W, BEING A FOUND 1/2 INCH IRON REBAR WITH NO CAP PER DOCUMENT #600-41794; THENCE N01°41'14"E ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 35.00 FEET TO THE EXISTING NORTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD, PER DOCUMENT #2020E0055864, AS RECORDED IN THE RECORDER OF DEEDS OFFICE OF THE JACKSON COUNTY, MISSOURI COURTHOUSE; THENCE S88°09'00"E ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 139.67 FEET TO THE **POINT OF BEGINNING (2)**; THENCE N01°51'00"E, A DISTANCE OF 15.07 FEET; THENCE S66°30'47"E, A DISTANCE OF 40.88 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD; THENCE N88°09'00"W ALONG THE SAID NORTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD, A DISTANCE OF 38.00 FEET TO THE **POINT OF BEGINNING**. THE TRACT DESCRIBED ABOVE CONTAINS 286.40 SQUARE FEET OR 0.007 ACRES, MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT made this ___ day of _____, 202_ by and between, Lombardo Homes of Blue Springs, LLC, a Michigan limited liability company, Grantor and party of the first part, and City of Blue Springs, Grantee and party of the second part.

GRANTEE'S ADDRESS: 903 W. Main Street, Blue Springs, Missouri 64015

Grantor, with NO CONSIDERATION to be paid by the City of Blue Springs, the receipt of which is hereby acknowledged, does by these presents convey, remise, release and quitclaim unto said party of the second part, the following described temporary construction easement in real estate in the County of Jackson, State of Missouri, to wit:

A TRACT OF LAND FOR **TEMPORARY CONSTRUCTION EASEMENT** PURPOSES, LYING IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 48 NORTH, RANGE 30 WEST, IN THE CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND BEING MORE PARTICULARLY DESCRIBED BY JOHN HENRY LILAK, MISSOURI PLS #2611, AS AN AGENT FOR BARTLETT & WEST, INC., MISSOURI PLS #2005013257 AS FOLLOWS:

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

See attached Exhibits.

COMMENCING (1) AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 18, T48N, R30W, BEING A FOUND 1/2 INCH IRON REBAR WITH NO CAP PER DOCUMENT #600-41794; THENCE N01°41'14"E ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 35.00 FEET TO THE EXISTING NORTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD, PER DOCUMENT #2020E0055864, AS RECORDED IN THE RECORDER OF DEEDS OFFICE OF THE JACKSON COUNTY, MISSOURI COURTHOUSE; THENCE S88°09'00"E ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 62.67 FEET TO THE **POINT OF BEGINNING (1)**; THENCE N75°41'03"E, A DISTANCE OF 54.14 FEET; THENCE S01°51'00"W, A DISTANCE OF 15.07 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD; THENCE N88°09'00"W ALONG THE SAID NORTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD, A DISTANCE OF 52.00 FEET TO THE **POINT OF BEGINNING**. THE TRACT DESCRIBED ABOVE CONTAINS 391.92 SQUARE FEET OR 0.009 ACRES, MORE OR LESS.

TOGETHER WITH A TRACT OF LAND FOR **TEMPORARY CONSTRUCTION EASEMENT** PURPOSES.

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TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its successors and assigns; the said parties of the first part hereby covenant that they are lawfully seized of an indefeasible estate in fee in the premises from which temporary construction easement is herein conveyed and that they have good right to convey the same.

Said right of entrance, occupation, construction and use shall continue during construction and for six (6) months after completion and acceptance of the project but in no event shall this grant exceed a period of two (2) years from the start of construction.

IN WITNESS WHEREOF, the said Grantor executed the above the day and year first above written.

GRANTEE shall have the right at all times to go upon the land described herein for the purposes of constructing, maintaining, and repairing its temporary construction easement as may be necessary, and while nothing in this easement shall be construed so as to grant any right to GRANTEE which shall in any way interfere with the safe and unrestricted use of the property of the GRANTOR adjacent to said temporary construction easement, GRANTOR covenants it shall not use its adjacent property in a manner inconsistent with GRANTEE'S rights herein.

IN WITNESS WHEREOF, the GRANTOR has caused this instrument to be executed the above day and year first above written.

GRANTOR: LOMBARDO HOMES OF BLUE SPRINGS, LLC

Anthony Lombardo
(Print Name)

ACKNOWLEDGMENT BY INDIVIDUALS

STATE OF MICHIGAN)
COUNTY OF MACOMB)

On this 3rd day of July, 2024, appeared Anthony Lombardo, personally known to me to be the persons who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Heidi L Verellen
Notary Public

Heidi L Verellen
Notary Public of Michigan
Macomb County
Expires 04/09/2027
Acting in the County of MACOMB

My Commission Expires: 4-9-27

GRANTEE: CITY OF BLUE SPRINGS

_____
Christine Cates
City Administrator, City of Blue Springs

ACKNOWLEDGMENT BY INDIVIDUALS

STATE OF MISSOURI)
COUNTY OF JACKSON)

On this _____ day of _____, 202_, appeared _____, personally known to me to be the persons who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

_____
Notary Public

My Commission Expires: _____

TRACT NO.: 8
PARCEL ID NO.: 41-930-03-05-00-0-00-000
LOCATION: Lot 1, Redwood Homes, A Subdivision in Blue Springs, Jackson County, MO
OWNERS NAME: Lombardo Homes of Blue Springs, LLC
SITUS AND MAILING ADDRESS: 800 SW Red Willow Way
Blue Springs, MO 64014

EXHIBIT 'A'

OWNER: LOMBARDO HOMES OF BLUE SPRINGS, LLC
SITUS & MAILING ADDRESS: 800 SW RED WILLOW WAY
BLUE SPRINGS, JACKSON COUNTY, MISSOURI 64014
PARCEL ID NO.: 41-930-03-05-00-0-00-000
LOCATION: LOT 1, REDWOOD HOMES, A SUBDIVISION IN
BLUE SPRINGS, JACKSON COUNTY, MISSOURI
TRACT NO.: 09

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

A TRACT OF LAND FOR **TEMPORARY CONSTRUCTION EASEMENT** PURPOSES, LYING IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 48 NORTH, RANGE 30 WEST, IN THE CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI, BEARINGS ARE REFERENCED TO THE MISSOURI STATE PLANE COORDINATE SYSTEM, 1983, WEST ZONE, AND BEING MORE PARTICULARLY DESCRIBED BY JOHN HENRY LILAK, MISSOURI PLS #2611, AS AN AGENT FOR BARTLETT & WEST, INC., MISSOURI PLS #2005013257 AS FOLLOWS:

COMMENCING (1) AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 18, T48N, R30W, BEING A FOUND 1/2 INCH IRON REBAR WITH NO CAP PER DOCUMENT #600-41794; THENCE N01°41'14"E ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 35.00 FEET TO THE EXISTING NORTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD, PER DOCUMENT #2020E0056064, AS RECORDED IN THE RECORDER OF DEEDS OFFICE OF THE JACKSON COUNTY, MISSOURI COURTHOUSE; THENCE S88°09'00"E ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 82.87 FEET TO THE **POINT OF BEGINNING (1)**;

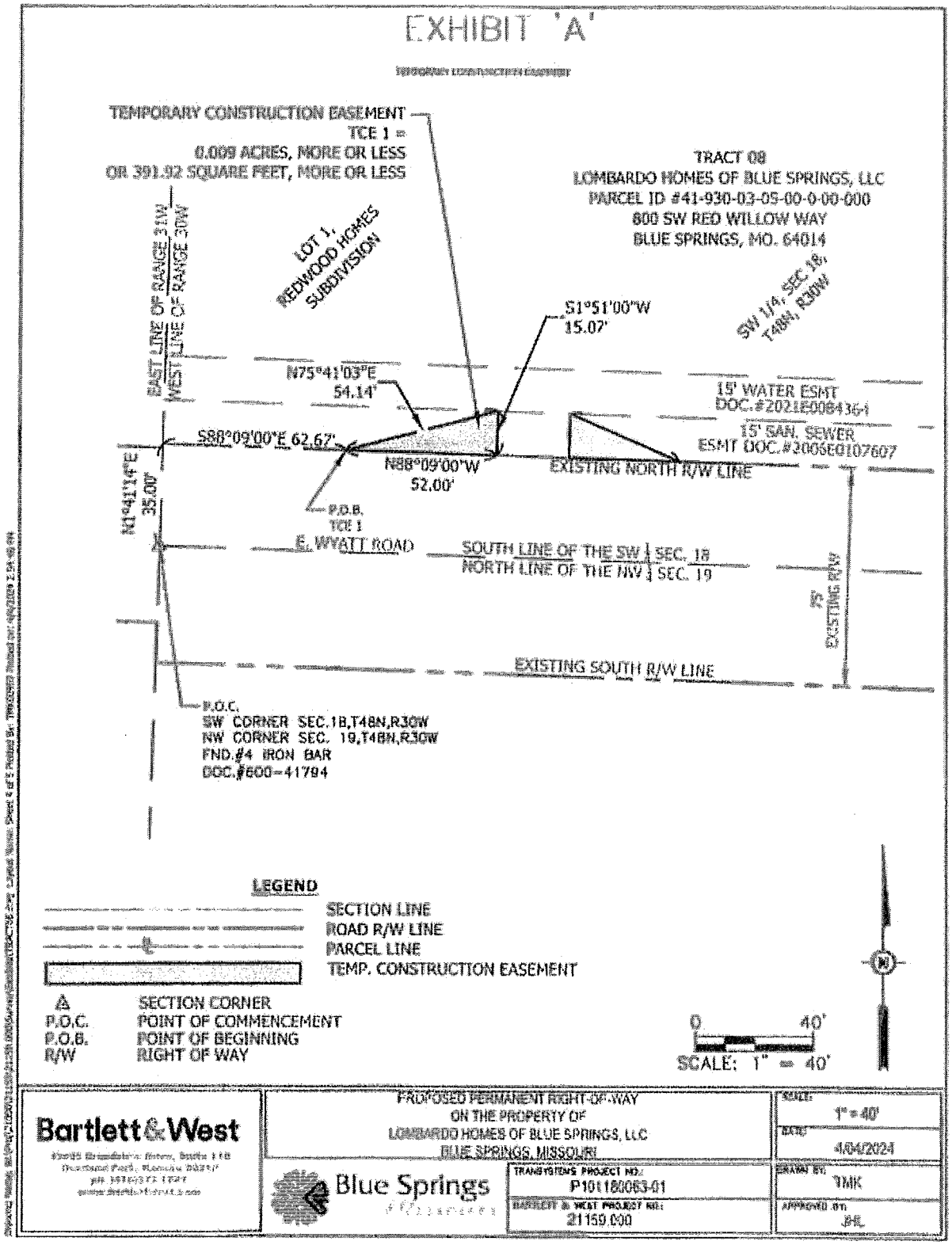
THENCE N75°41'03"E, A DISTANCE OF 54.14 FEET; THENCE S01°51'00"W, A DISTANCE OF 15.07 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD; THENCE N88°09'00"W ALONG THE SAID NORTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD, A DISTANCE OF 52.00 FEET TO THE **POINT OF BEGINNING**. THE TRACT DESCRIBED ABOVE CONTAINS 391.92 SQUARE FEET OR 0.009 ACRES, MORE OR LESS.

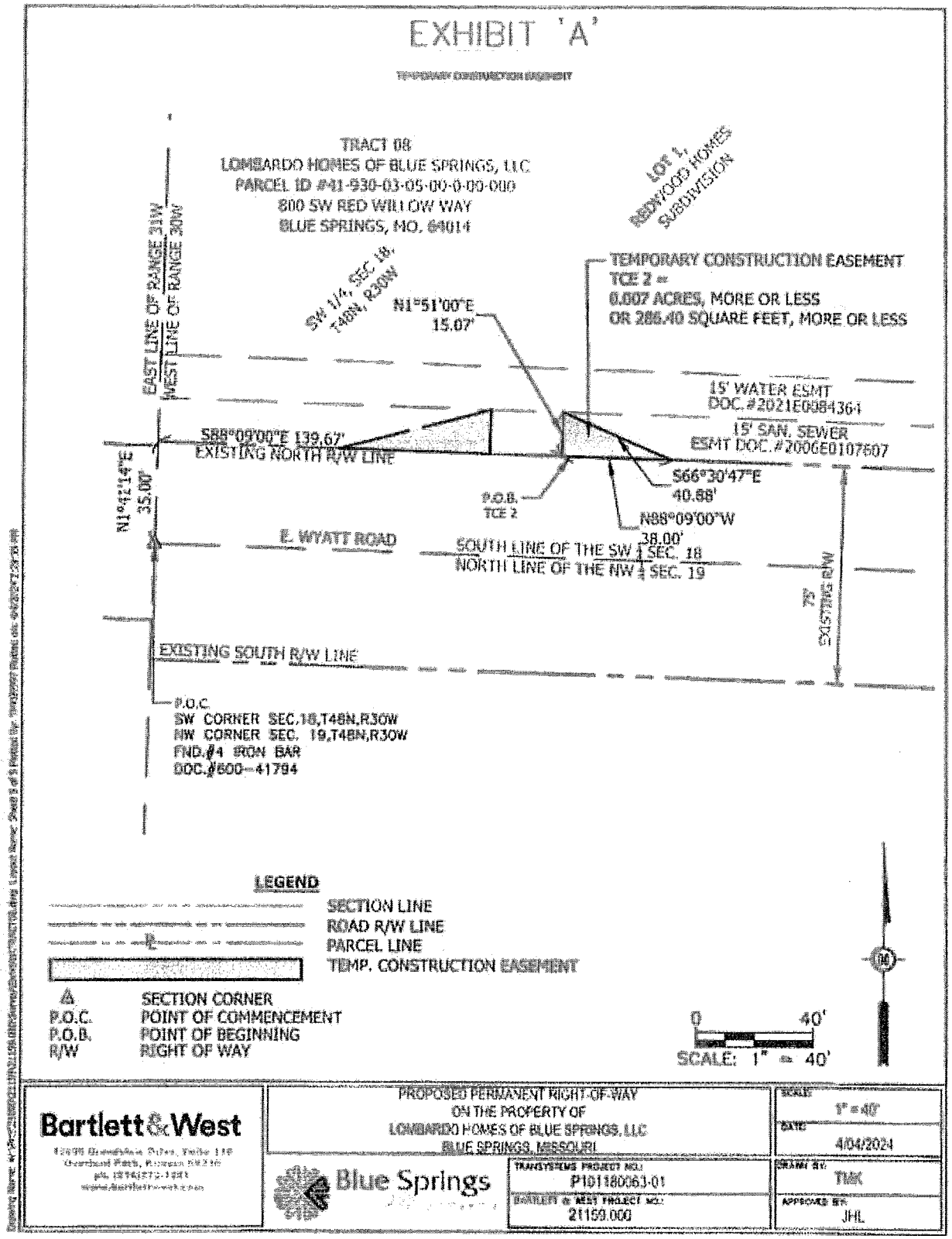
TOGETHER WITH A TRACT OF LAND FOR **TEMPORARY CONSTRUCTION EASEMENT** PURPOSES.

COMMENCING (2) AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 18, T48N, R30W, BEING A FOUND 1/2 INCH IRON REBAR WITH NO CAP PER DOCUMENT #600-41794; THENCE N01°41'14"E ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 35.00 FEET TO THE EXISTING NORTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD, PER DOCUMENT #2020E0056064, AS RECORDED IN THE RECORDER OF DEEDS OFFICE OF THE JACKSON COUNTY, MISSOURI COURTHOUSE; THENCE S88°09'00"E ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 139.67 FEET TO THE **POINT OF BEGINNING (2)**; THENCE N01°51'00"E, A DISTANCE OF 15.07 FEET; THENCE S66°30'47"E, A DISTANCE OF 40.88 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD; THENCE N88°09'00"W ALONG THE SAID NORTH RIGHT-OF-WAY LINE OF EAST WYATT ROAD, A DISTANCE OF 36.00 FEET TO THE **POINT OF BEGINNING**. THE TRACT DESCRIBED ABOVE CONTAINS 269.40 SQUARE FEET OR 0.007 ACRES, MORE OR LESS.

BY: _____
JOHN HENRY LILAK, MO. PLS #2611
BARTLETT & WEST, INC., MO. LC #2005013257

Bartlett & West	PROPOSED PERMANENT RIGHT-OF-WAY ON THE PROPERTY OF LOMBARDO HOMES OF BLUE SPRINGS, LLC BLUE SPRINGS, MISSOURI	SCALE: 1" = 40' DATE: 4/04/2024
	Blue Springs TRANSTEXAS PROJECT NO.: P101180063-01 BARTLETT & WEST PROJECT NO.: 21159.000	DRAWN BY: TMK APPROVED BY: JHL


EXHIBIT 'A'
TEMPORARY CONSTRUCTION EASEMENT
TCE 1 =
0.009 ACRES, MORE OR LESS
OR 391.92 SQUARE FEET, MORE OR LESS
TRACT 08
LOMBARDO HOMES OF BLUE SPRINGS, LLC
PARCEL ID #41-930-03-05-00-0-00-000
800 SW RED WILLOW WAY
BLUE SPRINGS, MO. 64014
LOT 1, REDWOOD HOMES SUBDIVISION
EAST LINE OF RANGE 31W
WEST LINE OF RANGE 30W
SW 1/4, SEC. 18, T48N, R30W
S1°51'00"W
15.07'
N75°41'03"E
54.14'
15' WATER ESMT
DOC.#2021E0084361
15' SAN. SEWER
ESMT DOC.#2005E0107607
S88°09'00"E 62.67'
N88°09'00"W
52.00'
EXISTING NORTH R/W LINE
N1°41'14"E
35.00'
P.O.B.
TCE 1
E. WYATT ROAD
SOUTH LINE OF THE SW 1/4 SEC. 18
NORTH LINE OF THE NW 1/4 SEC. 19
EXISTING R/W
EXISTING SOUTH R/W LINE
P.O.C.
SW CORNER SEC.18,T48N,R30W
NW CORNER SEC. 19,T48N,R30W
FND.#4 IRON BAR
DOC.#600-41794
LEGEND
SECTION LINE
ROAD R/W LINE
PARCEL LINE
TEMP. CONSTRUCTION EASEMENT
SECTION CORNER
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
R/W RIGHT OF WAY
0
40'
SCALE: 1" = 40'
Bartlett&West
PROPOSED PERMANENT RIGHT-OF-WAY
ON THE PROPERTY OF
LOMBARDO HOMES OF BLUE SPRINGS, LLC
BLUE SPRINGS, MISSOURI
Blue Springs
TRANSYSTEMS PROJECT NO.:
P101180063-01
BARTLETT & WEST PROJECT NO.:
21159.000
SCALE:
1" = 40'
DATE:
4/04/2024
DRAWN BY:
TMK
APPROVED BY:
JHL


EXHIBIT 'A'
TEMPORARY CONSTRUCTION EASEMENT
TRACT 08
LOMBARDO HOMES OF BLUE SPRINGS, LLC
PARCEL ID #41-930-03-05-00-0-00-000
800 SW RED WILLOW WAY
BLUE SPRINGS, MO. 64014
LOT 1, REDWOOD HOMES SUBDIVISION
TEMPORARY CONSTRUCTION EASEMENT
TCE 2 =
0.007 ACRES, MORE OR LESS
OR 286.40 SQUARE FEET, MORE OR LESS
EAST LINE OF RANGE 31W
WEST LINE OF RANGE 30W
SW 1/4, SEC. 18, T48N, R30W
N1°51'00"E
15.07'
15' WATER ESMT
DOC.#2021E0084364
15' SAN. SEWER
ESMT DOC.#2006E0107607
S88°09'00"E 139.67'
EXISTING NORTH R/W LINE
N1°42'14"E
35.00'
P.O.B.
TCE 2
S66°30'47"E
40.88'
N88°09'00"W
38.00'
E. WYATT ROAD
SOUTH LINE OF THE SW 1/4 SEC. 18
NORTH LINE OF THE NW 1/4 SEC. 19
75'
EXISTING R/W
EXISTING SOUTH R/W LINE
P.O.C.
SW CORNER SEC.18,T48N,R30W
NW CORNER SEC. 19,T48N,R30W
FND.#4 IRON BAR
DOC.#600-41794
LEGEND
SECTION LINE
ROAD R/W LINE
PARCEL LINE
TEMP. CONSTRUCTION EASEMENT
SECTION CORNER
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
R/W RIGHT OF WAY
0
40'
SCALE: 1" = 40'
Bartlett&West
PROPOSED PERMANENT RIGHT-OF-WAY
ON THE PROPERTY OF
LOMBARDO HOMES OF BLUE SPRINGS, LLC
BLUE SPRINGS, MISSOURI
Blue Springs
TRANSYSTEMS PROJECT NO.:
P101180063-01
BARTLETT & WEST PROJECT NO.:
21159.000
SCALE:
1" = 40'
DATE:
4/04/2024
DRAWN BY:
TMK
APPROVED BY:
JHL

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: July 30, 2024

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

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

ISSUE/REQUEST

Passage of a Bill accepting permanent drainage easement, temporary construction easement, and water line easement from Zarda Development Company, Inc. for the drainage improvements at NW 7 Highway and NW Vesper Street.

BACKGROUND/JUSTIFICATION

The acquisition of permanent drainage easement, temporary construction easement, and water line easement is required to construct the drainage improvements at NW 7 Highway and NW Vesper Street. The area acquired will involve enclosing an open drainage ditch and water line relocation adjacent to the property. The acquisition was negotiated by Keller, Craig & Associates, Inc. for the City, ensuring all laws and protocols were followed during the process. An additional easement will be acquired separately from the property owner for a new Parks and Recreation sign.

FINANCIAL IMPACT

Property Owner:	Zarda Development Company Description: Permanent Drainage Easement — Payment Breakdown: $44,584 Water Line Easement — $2,006 Cost to Cure — $19,988 Rounding — $2
Amount of Request/ Contract:	$66,580 – Total paid to Zarda
Amount Budgeted:	$950,000
Budget Year:	FY 2023-24
Funding Source/Account #:	115-00000-545115 Covid19-ARPA
Account Balance:	Zarda has already been paid Date: 8/28/2024

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
September 3, 2024	NA

STAFF RECOMMENDATION

Staff recommends approval.

LIST OF REFERENCE DOCUMENTS ATTACHED

Bill with easements attached as Exhibit A

REVIEWED BY:

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

Introduced by Councilmember _____ BILL NO. 5256

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING PERMANENT DRAINAGE EASEMENT, TEMPORARY CONSTRUCTION EASEMENT, AND WATER LINE EASEMENT FROM ZARDA DEVELOPMENT COMPANY, INC. FOR DRAINAGE IMPROVEMENTS AT NW 7 HIGHWAY AND NW VESPER STREET

WHEREAS, the City of Blue Springs is committed to ensure the permanent drainage easement, temporary construction easement, and water line easement for the Drainage Improvements at NW 7 Highway and NW Vesper Street is conducted in a professional and legal manor; and

WHEREAS, easements are required to allow access and facilities to be located for as long as it is in the proposed location; and

WHEREAS, the City of Blue Springs has acquired the easements; and

WHEREAS, staff recommends the acceptance of the easements obtained from the Zarda Development Company, Inc. for said drainage improvements at NW 7 Highway and NW Vesper Street.

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

Section 1. The City Administrator has the authority and is hereby authorized to accept the easements from the above listed property owner abutting the drainage improvements at NW 7 Highway and NW Vesper Street. A copy of the easements is attached as Exhibit “A” and is incorporated therein.

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

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

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

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

EXHIBIT A

Title of Document: Permanent Drainage Easement

Date of Document: August 5th, 2024

Grantor: Zarda Development Company, Inc. a Missouri Corporation

Grantee: City of Blue Springs

Mailing Address (Grantee): 903 W. Main Street, Blue Springs, Missouri 64015

Legal description: **PERMANENT DRAINAGE EASEMENT:**

All that part of an unplatted portion of the Northwest Quarter of Section 31, Township 49 North, Range 30 West, in the City of Blue Springs, Jackson County, Missouri, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on December 7, 2022 as follows:

See attached Exhibit.

PERMANENT DRAINAGE EASEMENT DESCRIPTION:

COMMENCING at the Northwest corner of Lot 1, Bagel Plat, a platted subdivision in said City of Blue Springs, said point also being on the East right-of-way line of Missouri State Highway No. 7, as it's now established;
thence North 02 degrees 19 minutes 05 seconds East, on said East right-of-way line, a distance of 100.53 feet to a point;
thence South 87 degrees 40 minutes 55 seconds East, continuing on said East right-of-way line, a distance of 15.00 feet to the POINT OF BEGINNING;
thence North 02 degrees 19 minutes 05 seconds East, continuing on said East right-of-way line, a distance of 37.10 feet to a point of intersection with the Southeasterly right-of-way line of NW Vesper Street as it's now established;

thence North 70 degrees 35 minutes 14 seconds East, on said Southeasterly right-of-way line, a distance of 265.84 feet to a point;
thence South 73 degrees 30 minutes 38 seconds East, departing said Southeasterly right-of-way line, a distance of 36.48 feet to a point to a point on the East line of a tract of land described by Special Warranty Deed, recorded as Instrument No. 1999I0090209;
thence South 02 degrees 08 minutes 57 seconds West, on said East line, a distance of 32.55 feet to a point;
thence North 83 degrees 37 minutes 03 seconds West a distance of 29.82 feet to a point;
thence South 75 degrees 47 minutes 08 seconds West a distance of 66.25 feet to a point;
thence North 85 degrees 28 minutes 53 seconds West a distance of 0.89 feet to a point;
thence North 19 degrees 53 minutes 53 seconds West a distance of 11.86 feet to a point;
thence South 71 degrees 15 minutes 40 seconds West a distance of 39.68 feet to a point;
thence South 65 degrees 32 minutes 21 seconds West a distance of 164.38 feet to the POINT OF BEGINNING, containing 8,742 square feet, or 0.2007 acres, more or less.

PERMANENT DRAINAGE EASEMENT

THIS AGREEMENT made this 5th day of August, 2024 by and between, Zarda Development Company, Inc., a Missouri Corporation, Grantor and party of the first part, and City of Blue Springs, Grantee and party of the second part.

GRANTEE'S ADDRESS: 903 W. Main Street, Blue Springs, Missouri 64015

Grantor, in consideration of the sum of ONE AND NO/100 DOLLARS AND OTHER VALUABLE CONSIDERATION ($1.00 & O.V.C.), to be paid by the City of Blue Springs, the receipt of which is hereby acknowledged, does by these presents convey, remise, release and quitclaim unto said party of the second part, the following described permanent drainage easement in real estate in the County of Jackson, State of Missouri, to wit:

All that part of an unplatted portion of the Northwest Quarter of Section 31, Township 49 North, Range 30 West, in the City of Blue Springs, Jackson County, Missouri, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on December 7, 2022 as follows:

PERMANENT DRAINAGE EASEMENT DESCRIPTION:

See attached Exhibit.

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TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its successors and assigns; the said parties of the first part hereby covenant that they are lawfully seized of an indefeasible estate in fee in the premises from which permanent drainage easement is herein conveyed and that they have good right to convey the same.

IN WITNESS WHEREOF, the said Grantor executed the above the day and year first above written.

GRANTEE shall have the right at all times to go upon the land described herein for the purposes of constructing, maintaining, and repairing its permanent drainage easement as may be necessary, and while nothing in this easement shall be construed so as to grant any right to GRANTEE which shall in any way interfere with the safe and unrestricted use of the property of the GRANTOR adjacent to said permanent drainage easement, GRANTOR covenants it shall not use its adjacent property in a manner inconsistent with GRANTEE'S rights herein.

IN WITNESS WHEREOF, the GRANTOR has caused this instrument to be executed the above day and year first above written.

GRANTOR: ZARDA DEVELOPMENT COMPANY, INC.

Terry L Hyer
(Signature)

Terry L Hyer
(Print Name) (Title)

ACKNOWLEDGMENT BY INDIVIDUALS

STATE OF MISSOURI)
COUNTY OF JACKSON)

On this 5 day of August, 2024, appeared Terry L Hyer, personally known to me to be the persons who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public

My Commission Expires: 3/23/2026

LARRY S. BURROUGHS
Notary Public-Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires 3/23/2026
Commission # 22021752

GRANTEE: CITY OF BLUE SPRINGS

Christine Cates
City Administrator, City of Blue Springs

TRACT NO.: 7
PARCEL ID NO.: 36-920-17-03-00-0-00-000
OWNERS NAME: Zarda Development Company, Inc. a Missouri Corporation
SITUS AND MAILING ADDRESS: 214 NW Hwy 7, Blue Springs, MO 64014

File No.: 018-3369
Project Name: Concrete Channel Replacement – NW R D Mize Road to NW Vesper Street
Parcel ID No.: 36-920-17-03-00-0-00-000
Owner: Zarda Development Company
December 7, 2022

Permanent Drainage Easement Description:

All that part of an unplatted portion of the Northwest Quarter of Section 31, Township 49 North, Range 30 West, in the City of Blue Springs, Jackson County, Missouri, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on December 7, 2022 as follows:

COMMENCING at the Northwest corner of Lot 1, Bagel Plat, a platted subdivision in said City of Blue Springs, said point also being on the East right-of-way line of Missouri State Highway No. 7, as it's now established;

thence North 02 degrees 19 minutes 05 seconds East, on said East right-of-way line, a distance of 100.53 feet to a point;

thence South 87 degrees 40 minutes 55 seconds East, continuing on said East right-of-way line, a distance of 15.00 feet to the POINT OF BEGINNING;

thence North 02 degrees 19 minutes 05 seconds East, continuing on said East right-of-way line, a distance of 37.10 feet to a point of intersection with the Southeasterly right-of-way line of NW Vesper Street as it's now established;

thence North 70 degrees 35 minutes 14 seconds East, on said Southeasterly right-of-way line, a distance of 265.84 feet to a point;

thence South 73 degrees 30 minutes 38 seconds East, departing said Southeasterly right-of-way line, a distance of 36.48 feet to a point to a point on the East line of a tract of land described by Special Warranty Deed, recorded as Instrument No. 199910090209;

thence South 02 degrees 08 minutes 57 seconds West, on said East line, a distance of 32.55 feet to a point;

thence North 83 degrees 37 minutes 03 seconds West a distance of 29.82 feet to a point;

thence South 75 degrees 47 minutes 08 seconds West a distance of 66.25 feet to a point;

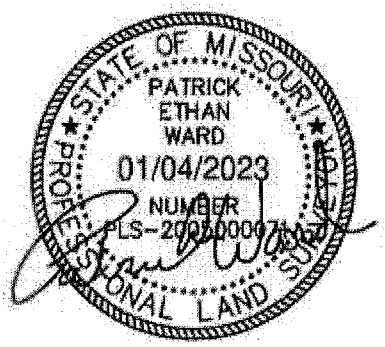
thence North 85 degrees 28 minutes 53 seconds West a distance of 0.89 feet to a point;

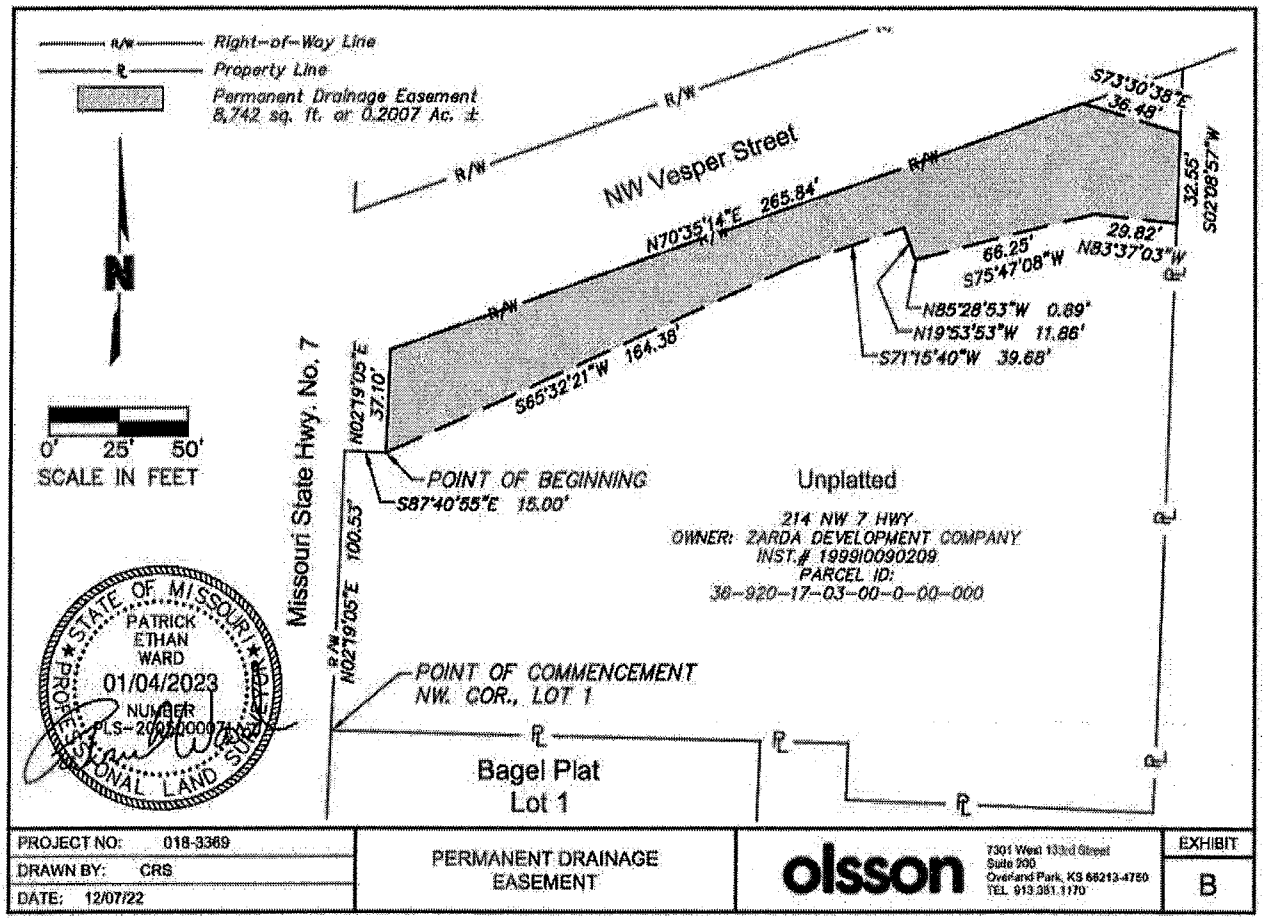
thence North 19 degrees 53 minutes 53 seconds West a distance of 11.86 feet to a point;

thence South 71 degrees 15 minutes 40 seconds West a distance of 39.68 feet to a point;

thence South 65 degrees 32 minutes 21 seconds West a distance of 164.38 feet to the POINT OF BEGINNING, containing 8,742 square feet, or 0.2007 acres, more or less.

(As depicted on Exhibit "B", attached and incorporated herein)




R/W Right-of-Way Line
℄ Property Line
Permanent Drainage Easement
8,742 sq. ft. or 0.2007 Ac. ±
N
0' 25' 50'
SCALE IN FEET
NW Vesper Street
R/W
N70°35'14"E 265.84'
S73°30'38"E
36.48'
S02°08'57"W
32.55'
29.82'
N83°37'03"W
66.25'
S75°47'08"W
N85°28'53"W 0.89'
N19°53'53"W 11.86'
S71°15'40"W 39.68'
S65°32'21"W 164.38'
N02°19'05"E
37.10'
Missouri State Hwy. No. 7
POINT OF BEGINNING
S87°40'55"E 15.00'
Unplatted
214 NW 7 HWY
OWNER: ZARDA DEVELOPMENT COMPANY
INST.# 199910090209
PARCEL ID:
38-920-17-03-00-0-00-000
N02°19'05"E 100.53'
POINT OF COMMENCEMENT
NW. COR., LOT 1
Bagel Plat
Lot 1
STATE OF MISSOURI
PATRICK
ETHAN
WARD
01/04/2023
NUMBER
PLS-2003000071
PROFESSIONAL LAND SURVEYOR
PROJECT NO: 018-3369
DRAWN BY: CRS
DATE: 12/07/22
PERMANENT DRAINAGE EASEMENT
olsson
7301 West 133rd Street
Suite 200
Overland Park, KS 66213-4750
TEL 913.381.1170
EXHIBIT
B

Title of Document:	Temporary Construction Easement
Date of Document:	August 5th, 2024
Grantor:	Zarda Development Company, Inc. a Missouri Corporation
Grantee:	City of Blue Springs
Mailing Address (Grantee):	903 W. Main Street, Blue Springs, Missouri 64015

Legal description: **TEMPORARY CONSTRUCTION EASEMENT:**

All that part of an unplatted portion of the Northwest Quarter of Section 31, Township 49 North, Range 30 West, in the City of Blue Springs, Jackson County, Missouri, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on May 24, 2023 as follows:

See attached Exhibits.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

COMMENCING at the Northwest corner of Lot 1, Bagel Plat, a platted subdivision in said City of Blue Springs, said point also being on the East right-of-way line of Missouri State Highway No. 7, as its now established;
thence North 02 degrees 19 minutes 05 seconds East, on said East right-of-way line, a distance of 38.73 feet to the POINT OF BEGINNING;
thence continuing North 02 degrees 19 minutes 05 seconds East, on said East right-of-way line, a distance of 41.30 feet to a point;
thence South 87 degrees 40 minutes 55 seconds East, departing said East right-of-way line, a distance of 11.50 feet to a point;

thence North 02 degrees 19 minutes 05 seconds East, parallel with said East right-of-way line, a distance of 20.50 feet to a point on said East right-of-way line;
thence South 87 degrees 40 minutes 55 seconds East, on said East right-of-way line, a distance of 3.50 feet to a point;
thence North 65 degrees 32 minutes 21 seconds East, departing said East right-of-way line, a distance of 164.38 feet to a point;
thence North 71 degrees 15 minutes 40 seconds East a distance of 32.94 feet to a point;
thence South 20 degrees 37 minutes 42 seconds East a distance of 39.46 feet to a point;
thence South 70 degrees 31 minutes 52 seconds West a distance of 167.87 feet to a point;
thence South 02 degrees 19 minutes 05 seconds West a distance of 49.28 feet to a point;
thence North 87 degrees 25 minutes 59 seconds West a distance of 52.00 feet to the POINT OF BEGINNING, containing 9,049 square feet, or 0.2077 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT made this 5th day of August, 2024 by and between, Zarda Development Company, Inc., a Missouri Corporation, Grantor and party of the first part, and City of Blue Springs, Grantee and party of the second part.

GRANTEE'S ADDRESS: 903 W. Main Street, Blue Springs, Missouri 64015

Grantor, with NO CONSIDERATION to be paid by the City of Blue Springs, the receipt of which is hereby acknowledged, does by these presents convey, remise, release and quitclaim unto said party of the second part, the following described temporary construction easement in real estate in the County of Jackson, State of Missouri, to wit:

All that part of an unplatted portion of the Northwest Quarter of Section 31, Township 49 North, Range 30 West, in the City of Blue Springs, Jackson County, Missouri, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on May 24, 2023 as follows:

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

See attached Exhibits.

COMMENCING at the Northwest corner of Lot 1, Bagel Plat, a platted subdivision in said City of Blue Springs, said point also being on the East right-of-way line of Missouri State Highway No. 7, as its now established;
thence North 02 degrees 19 minutes 05 seconds East, on said East right-of-way line, a distance of 38.73 feet to the POINT OF BEGINNING;
thence continuing North 02 degrees 19 minutes 05 seconds East, on said East right-of-way line, a distance of 41.30 feet to a point;
thence South 87 degrees 40 minutes 55 seconds East, departing said East right-of-way line, a distance of 11.50 feet to a point;
thence North 02 degrees 19 minutes 05 seconds East, parallel with said East right-of-way line, a distance of 20.50 feet to a point on said East right-of-way line;
thence South 87 degrees 40 minutes 55 seconds East, on said East right-of-way line, a distance of 3.50 feet to a point;
thence North 65 degrees 32 minutes 21 seconds East, departing said East right-of-way line, a distance of 164.38 feet to a point;
thence North 71 degrees 15 minutes 40 seconds East a distance of 32.94 feet to a point;
thence South 20 degrees 37 minutes 42 seconds East a distance of 39.46 feet to a point;
thence South 70 degrees 31 minutes 52 seconds West a distance of 167.87 feet to a point;

thence South 02 degrees 19 minutes 05 seconds West a distance of 49.28 feet to a point; thence North 87 degrees 25 minutes 59 seconds West a distance of 52.00 feet to the POINT OF BEGINNING, containing 9,049 square feet, or 0.2077 acres, more or less.

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its successors and assigns; the said parties of the first part hereby covenant that they are lawfully seized of an indefeasible estate in fee in the premises from which temporary construction easement is herein conveyed and that they have good right to convey the same.

Said right of entrance, occupation, construction and use shall continue during construction and for six (6) months after completion and acceptance of the project but in no event shall this grant exceed a period of two (2) years from the start of construction.

IN WITNESS WHEREOF, the said Grantor executed the above the day and year first above written.

GRANTEE shall have the right at all times to go upon the land described herein for the purposes of constructing, maintaining, and repairing its temporary construction easement as may be necessary, and while nothing in this easement shall be construed so as to grant any right to GRANTEE which shall in any way interfere with the safe and unrestricted use of the property of the GRANTOR adjacent to said temporary construction easement, GRANTOR covenants it shall not use its adjacent property in a manner inconsistent with GRANTEE'S rights herein.

IN WITNESS WHEREOF, the GRANTOR has caused this instrument to be executed the above day and year first above written.

GRANTOR: ZARDA DEVELOPMENT COMPANY, INC.

Terry L Hyer
(Signature)

Terry L Hyer C.O.O.
(Print Name) (Title)

ACKNOWLEDGMENT BY INDIVIDUALS

STATE OF MISSOURI)
COUNTY OF JACKSON)

On this 5 day of August, 2024, appeared Terry L Hyer, personally known to me to be the persons who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public

My Commission Expires: 3/23/2026

LARRY S. BURROUGHS
Notary Public-Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires 3/23/2026
Commission # 22021752

TRACT NO.: 7
PARCEL ID NO.: 36-920-17-03-00-0-00-000
OWNERS NAME: Zarda Development Company, Inc., a Missouri Corporation
SITUS AND MAILING ADDRESS: 214 NW Hwy 7
Blue Springs, MO 64014

GRANTEE: CITY OF BLUE SPRINGS

Christine Cates
City Administrator, City of Blue Springs

File No.: 018-3369
Project Name: Drainage Improvements – NW Highway 7 & NW Vesper Street
Parcel ID No.: 36-920-17-03-00-0-00-000
Owner: Zarda Development Company
December 7, 2022
Revised May 24, 2023

Temporary Construction Easement Description:

All that part of an unplatted portion of the Northwest Quarter of Section 31, Township 49 North, Range 30 West, in the City of Blue Springs, Jackson County, Missouri, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on May 24, 2023 as follows:

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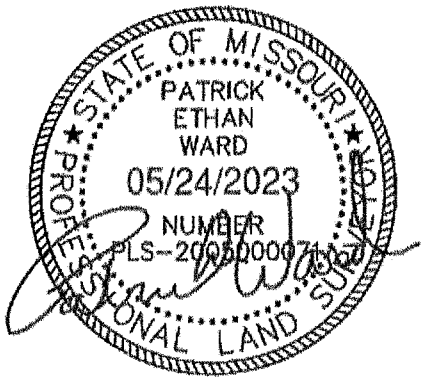
thence South 20 degrees 37 minutes 42 seconds East a distance of 39.46 feet to a point;

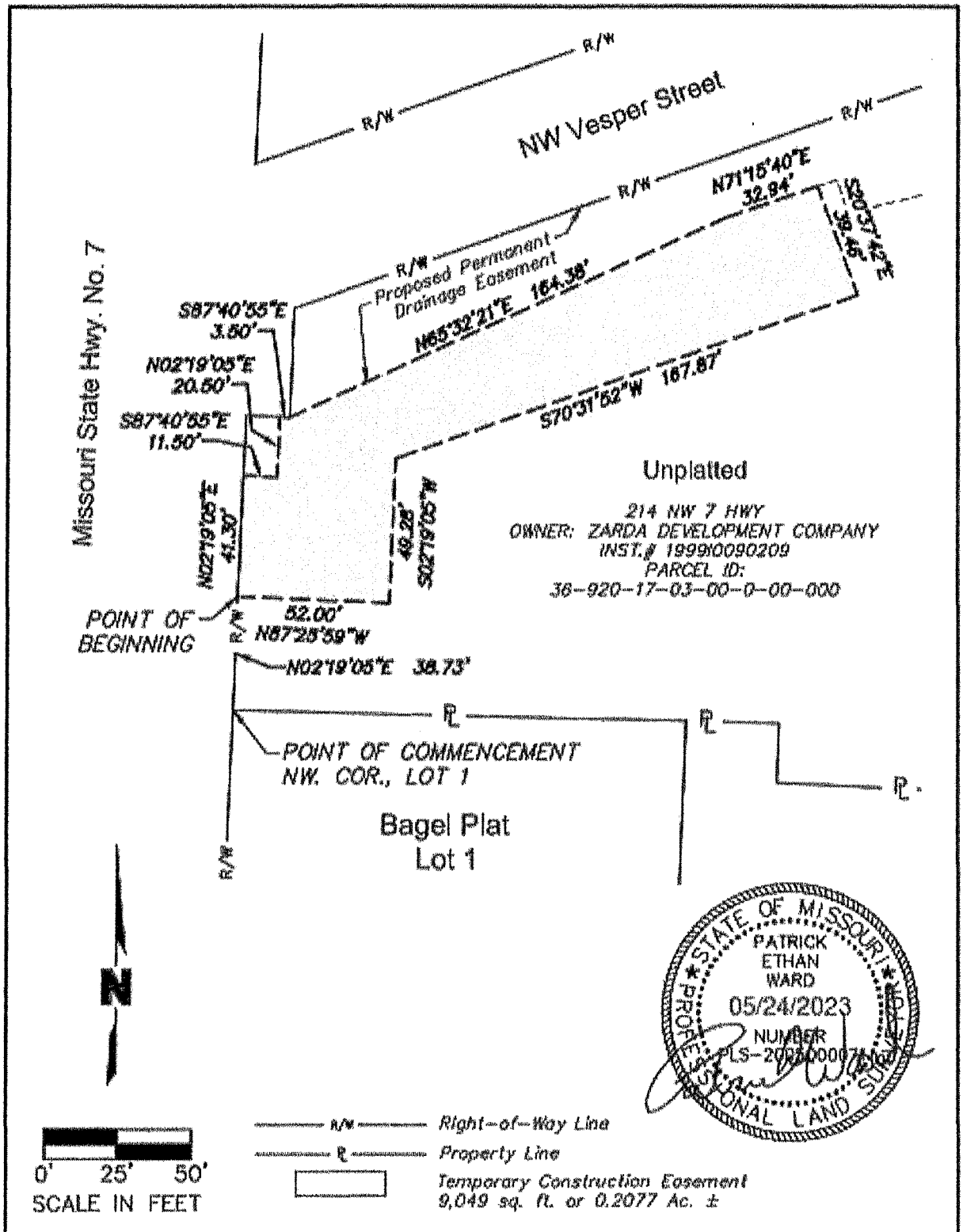
thence South 70 degrees 31 minutes 52 seconds West a distance of 167.87 feet to a point;

thence South 02 degrees 19 minutes 05 seconds West a distance of 49.28 feet to a point;

thence North 87 degrees 25 minutes 59 seconds West a distance of 52.00 feet to the POINT OF BEGINNING, containing 9,049 square feet, or 0.2077 acres, more or less.

(As depicted on Exhibit "B", attached and incorporated herein)





PROJECT NO: 018-3369 DRAWN BY CRS DATE: 12/07/22 REV. 5/24/23	TEMPORARY CONSTRUCTION EASEMENT	olsson	7301 West 133rd Street Suite 300 Overland Park, KS 66213-4750 TEL 913.381.1170	EXHIBIT B

Title of Document: Water Line Easement

Date of Document: August 5th, 2024

Grantor: Zarda Development Company, Inc., a Missouri Corporation

Grantee: City of Blue Springs

Mailing Address (Grantee): 903 W. Main Street, Blue Springs, Missouri 64015

Legal description: **WATER LINE EASEMENT:**

All that part of an unplatted portion of the Northwest Quarter of Section 31, Township 49 North, Range 30 West, in the City of Blue Springs, Jackson County, Missouri, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on May 24, 2023, as follows:

See attached Exhibit.

WATER LINE EASEMENT DESCRIPTION:

COMMENCING at the Northwest corner of Lot 1, Bagel Plat, a platted subdivision in said City of Blue Springs, said point also being on the East right-of-way line of Missouri State Highway No. 7, as its now established;
thence North 02 degrees 19 minutes 05 seconds East, on said East right-of-way line, a distance of 80.03 feet to the POINT OF BEGINNING;
thence continuing North 02 degrees 19 minutes 05 seconds East, on said East right-of-way line, a distance of 20.50 feet to a point;
thence South 87 degrees 40 minutes 55 seconds East, on said East right-of-way line, a distance of 11.50 feet to a point;

thence South 02 degrees 19 minutes 05 seconds West, departing said East right-of-way line, and parallel with said East right-of-way line, a distance of 20.50 feet to a point;
thence North 87 degrees 40 minutes 55 seconds West, parallel with said East right-of-way line, a distance of 11.50 feet to the POINT OF BEGINNING, containing 236 square feet, or 0.0054 acres, more or less.

WATER LINE EASEMENT

THIS AGREEMENT made this 5th day of August, 2024 by and between, Zarda Development Company, Inc., a Missouri Corporation, Grantor and party of the first part, and City of Blue Springs, Grantee and party of the second part.

GRANTEE'S ADDRESS: 903 W. Main Street, Blue Springs, Missouri 64015

Grantor, in consideration of the sum of ONE AND NO/100 DOLLARS AND OTHER VALUABLE CONSIDERATION ($1.00 & O.V.C.), to be paid by the City of Blue Springs, the receipt of which is hereby acknowledged, does by these presents convey, remise, release and quitclaim unto said party of the second part, the following described water easement in real estate in the County of Jackson, State of Missouri, to wit:

All that part of an unplatted portion of the Northwest Quarter of Section 31, Township 49 North, Range 30 West, in the City of Blue Springs, Jackson County, Missouri, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on May 24, 2023, as follows:

WATER LINE EASEMENT DESCRIPTION:

See attached Exhibit.

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thence North 02 degrees 19 minutes 05 seconds East, on said East right-of-way line, a distance of 80.03 feet to the POINT OF BEGINNING;
thence continuing North 02 degrees 19 minutes 05 seconds East, on said East right-of-way line, a distance of 20.50 feet to a point;
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thence North 87 degrees 40 minutes 55 seconds West, parallel with said East right-of-way line, a distance of 11.50 feet to the POINT OF BEGINNING, containing 236 square feet, or 0.0054 acres, more or less.

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its successors and assigns; the said parties of the first part hereby covenant that they are lawfully seized of an indefeasible estate in fee in the premises from which water easement is herein conveyed and that they have good right to convey the same.

IN WITNESS WHEREOF, the said Grantor executed the above the day and year first above written.

GRANTEE shall have the right at all times to go upon the land described herein for the purposes of constructing, maintaining, and repairing its water easement as may be necessary, and while nothing in this easement shall be construed so as to grant any right to GRANTEE which shall in any way interfere with the safe and unrestricted use of the property of the GRANTOR adjacent to said water easement, GRANTOR covenants it shall not use its adjacent property in a manner inconsistent with GRANTEE'S rights herein.

IN WITNESS WHEREOF, the GRANTOR has caused this instrument to be executed the above day and year first above written.

GRANTOR: ZARDA DEVELOPMENT COMPANY, INC.

Terry L Hyer
Signature

Terry L Hyer
(Print Name) (Title)

ACKNOWLEDGMENT BY INDIVIDUALS

STATE OF MISSOURI)
COUNTY OF JACKSON)

On this 5 day of August, 2024, appeared Terry L Hyer, personally known to me to be the persons who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Larry S Burroughs
Notary Public

LARRY S. BURROUGHS
Notary Public-Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires 3/23/2026
Commission # 22021752

My Commission Expires: 3/23/2026

TRACT NO.:7
PARCEL ID NO.: 36-920-17-03-00-0-00-000
OWNERS NAME: Zarda Development Company, Inc., a Missouri Corporation
SITUS AND MAILING ADDRESS: 214 NW Hwy 7, Blue Springs, MO 64014

GRANTEE: CITY OF BLUE SPRINGS

_____

Christine Cates
City Administrator, City of Blue Springs

File No.: 018-3369
Project Name: Drainage Improvements – NW Highway 7 & NW Vesper Street
Parcel ID No.: 36-920-17-03-00-0-00-000
Owner: Zarda Development Company
May 24, 2023

Water Line Easement Description:

All that part of an unplatted portion of the Northwest Quarter of Section 31, Township 49 North, Range 30 West, in the City of Blue Springs, Jackson County, Missouri, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on May 24, 2023, as follows:

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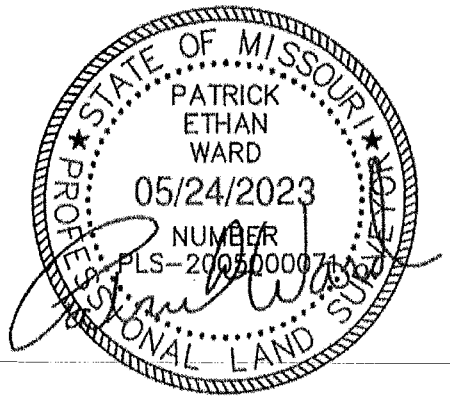
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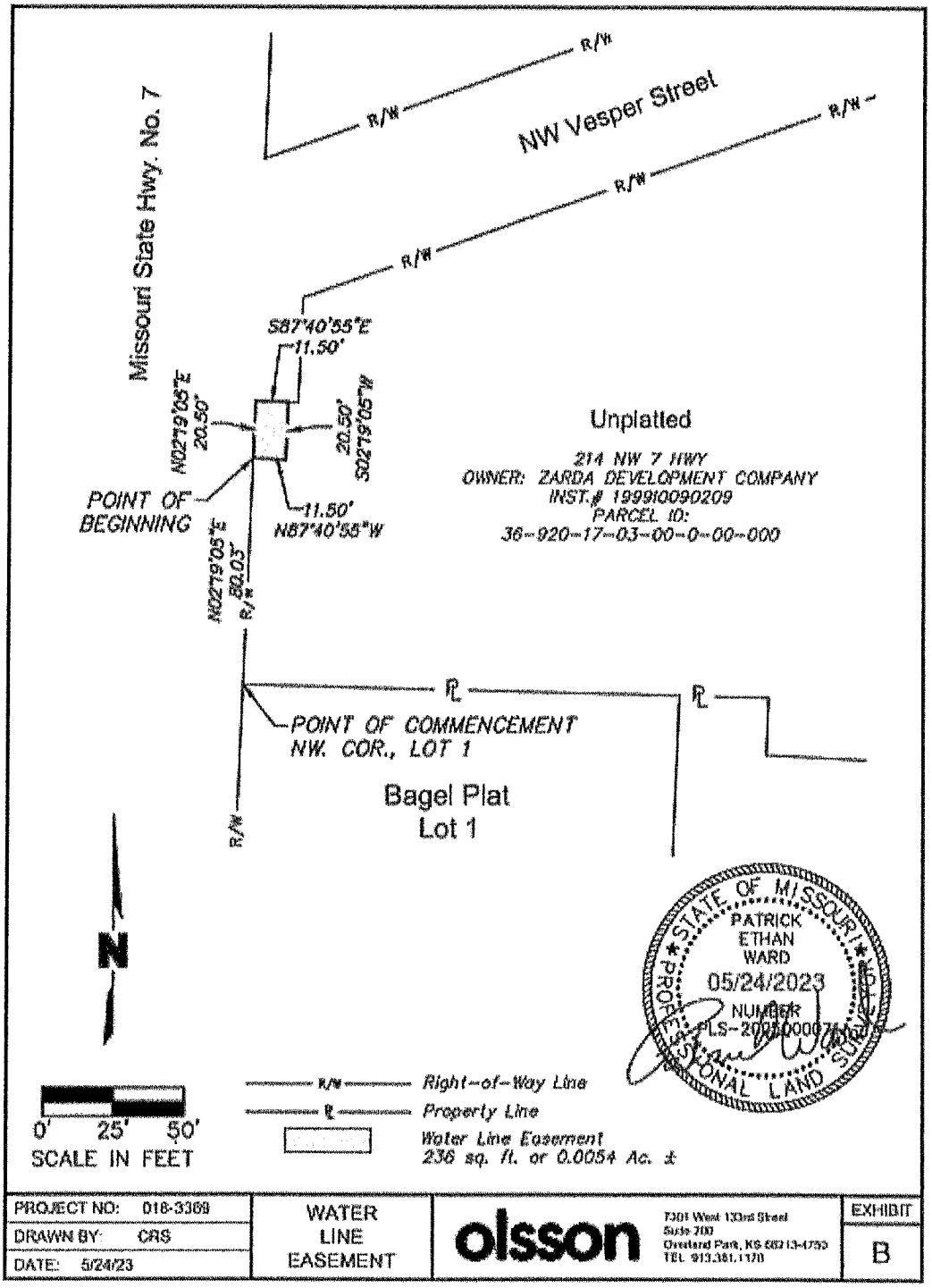
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Missouri State Hwy. No. 7
NW Vesper Street
R/W
S87°40'55"E
11.50'
N02°19'05"E
20.50'
S02°19'05"W
20.50'
POINT OF BEGINNING
11.50'
N87°40'55"W
N02°19'05"E
80.03'
POINT OF COMMENCEMENT
NW. COR., LOT 1
Unplatted
214 NW 7 HWY
OWNER: ZARDA DEVELOPMENT COMPANY
INST.# 199910090209
PARCEL ID:
36-920-17-03-00-0-00-000
Bagel Plat
Lot 1
N
STATE OF MISSOURI
PATRICK ETHAN WARD
05/24/2023
NUMBER LS-2008000741
PROFESSIONAL LAND SURVEYOR
0' 25' 50'
SCALE IN FEET
Right-of-Way Line
Property Line
Water Line Easement
236 sq. ft. or 0.0054 Ac. ±
PROJECT NO: 018-3369
DRAWN BY: CRS
DATE: 5/24/23
WATER LINE EASEMENT
olsson
7301 West 133rd Street
Suite 200
Overland Park, KS 66213-4750
TEL 913.381.1170
EXHIBIT
B

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: June 27, 2024 **CONTRACT NO.**

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

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

ISSUE/REQUEST

Passage of a Bill approving a contract with Mid-America Regional Council (MARC) for reimbursement to continue meal preparation for congregate meals and homebound meals and meal delivery for homebound recipients as well as continuing to provide site transportation via OATS Inc to and from Vesper Hall. This contract will also include evidence-based programming and the administration of Vesper Hall.

BACKGROUND/JUSTIFICATION

Historically, MARC has contracted with the City of Blue Springs to allow hot meals to be served to congregate recipients at Vesper Hall in addition to homebound residents in Blue Springs and Lake Tapawingo. Additionally, this contract includes transportation to and from Vesper Hall Monday – Friday. All food is purchased by the City of Blue Springs and MARC will reimburse the City at a rate of:

$6.56	Home-delivered meal	Not to exceed $49, 200
$6.45	Congregate meal served	Not to exceed $85,463
$6.50	One-way trip per person OATS	Not to exceed $17,940
$4.00	Per meal delivered	Not to exceed $30,000

Vesper Hall regularly offers evidence-based programming as part of its yearly programming. MARC will reimburse Vesper $10,000 for these programs based upon the number of participants who complete the program. MARC will also reimburse the City $33,000 for the administration of Vesper Hall.

FINANCIAL IMPACT

Contractor:	Mid-America Regional Council
Amount of Request/ Contract:	$ 132,984 – Food/Non-Food Purchases $ 85,200 – Transportation Person & Meal Delivery
Amount Budgeted:	$218,184
Budget Year:	FY 2024-25
Funding Source/Account #:	$132,984 – 100-45000-520162 MARC-MEALS $52,200 – 100-45000-530900 MARC-TRN $33,000 – 100-45000-530900 MARC-TRANSPT
Account Balance:	$132,984 – 100-45000-520162 MARC-MEALS $52,200 – 100-45000-530900 MARC-TRN $33,000-100-45000-530900 MARC-TRANSPT Based upon approval of the FY 2024-25 budget Date: 7/11/2024

Revenue to be Received:	$225,603
Revenue Account No.	$33,000 – 100-00000-420120 MARC – CENTER $134,663 – 100-00000-420120 MARC – MEALS $30,000 – 100-00000-420120 MARC – TRNSPT $17,940 – 100-00000-420120 MARC – TRN PER $10,000 -100-00000-420120 MARC - EVIDENC

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
July 1, 2024	June 30, 2025
Years and Months Contract in effect	**Number of times renewable**
12 months	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Ordinance 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:	☐	N/A
Certificate of Insurance:	☐	N/A
E-Verify Affidavits:	☐	N/A
E-Verify proof of enrollment:	☐	N/A
Bond:	☐	N/A
Anti-Discrimination Against Israel Act Certification (contract over $100,000)	☒	

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:	☐	
Project Exemption Certificate needed:	☐	
Other:	☐	

Introduced by Councilmember _____ BILL NO. 5257

ORDINANCE NO. _____

AN ORDINANCE APPROVING A CONTRACT BETWEEN THE CITY OF BLUE SPRINGS AND MID-AMERICA REGIONAL COUNCIL (MARC) FOR CONGREGATE AND HOMEBOUND MEAL PREPARATION, SITE TRANSPORTATION VIA OATS INC, AND THE ADMINISNTRATION OF VESPER HALL

WHEREAS, the City of Blue Springs has contracted with the Mid-America Regional Council (MARC) to allow for hot meals to be served to congregate recipients at Vesper Hall in addition to homebound residents in Blue Springs; and,

WHEREAS, food is purchased by the City of Blue Springs and MARC will reimburse the City at a rate of $6.56 per homebound meal prepared and $6.45 per congregate meal prepared and

WHEREAS, this contract also includes site transportation to and from Vesper Hall Monday through Friday; and

WHEREAS, the City will be reimbursed $6.50 per one-way rider and $4.00 per meal delivered

WHEREAS, this contract also includes a $33,000 grant for the administration of Vesper Hall.

WHEREAS, this contract also includes $10,000 reimbursement for evidence based programming

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

Section 1. The City Administrator is hereby authorized to enter into a contract between the City of Blue Springs and Mid-America Regional Council for congregate and homebound meal preparation, site transportation via OATS Inc, administration of Vesper Hall, and reimbursement for yearly programming in the amount of $225,603. A copy of the Contract is attached hereto as Exhibit “A” and is incorporated herein.

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

Section 3. 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 3rd day of September 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

AGREEMENT
Contract #01770-CoBS-25

This Agreement, entered into as of this First day of July, 2024, is by and between the City of Blue Springs (hereinafter referred to as Contractor), with offices located at 903 West Main, Blue Springs, Missouri, and Mid-America Regional Council (hereinafter referred to as MARC), with offices located at 600 Broadway, Suite 200, Kansas City, Missouri,

WITNESSETH THAT:

WHEREAS, MARC wishes to make available certain services to elderly residents within a service area hereafter described, and

WHEREAS, the Contractor warrants that it is capable of providing the services hereafter described, and

WHEREAS, the Contractor desires to assist MARC in this endeavor.

NOW THEREFORE, the parties hereto do agree as follows:

1. SCOPE OF SERVICES

Contractor shall do, perform, and carry out in a satisfactory and proper manner, as determined by MARC, the services of Community Center Services, which includes the following components:

(a) Community Center Services Administration
(b) Site Transportation-Persons
(c) Home Delivered Meal Delivery
(d) On-Site Meal Preparation, Congregate and Home Delivered Meals
(e) Evidence-Based Disease Prevention/Health Promotion Programs

All components are defined in "Program Requirements" of the MARC Aging and Adult Services Policies & Procedures Manual, (hereinafter referred to as the Manual), including all revisions to the Manual, as it may be revised from time to time following the execution of this Agreement. The above-mentioned Program Requirements of the Manual are incorporated by reference hereto as if fully written out herein. Contractor agrees to abide by all applicable provisions of the Manual. The Manual is located at the following web address:

https://marc.org/aging/aging-and-adult-services

All services shall be carried out at Vesper Hall, 400 NW Vesper, Blue Springs, Missouri.

2. TIME OF PERFORMANCE

A. Term - Contractor shall begin performing the Services as of July 1, 2024, and

shall work diligently to perform the various components of this agreement to the satisfaction of MARC, in accordance with the terms provided herein, by June 30, 2025.

B. Extension of Term - The time frame for the provision of the services under this Agreement may be extended at MARC's sole discretion.

3. COMPENSATION

A. Maximum Obligation - Contractor and MARC expressly understand and agree that in no event will the total compensation paid under this agreement exceed individual amounts for each type of service, as listed below, which shall constitute full and complete compensation for Contractor's services hereunder:

- **Administration of Center** - **Not to exceed $33,000**
  Funded with Title IIIC1 and IIIC2; CFDA #93.045

- **Transportation Service for Participants to and from the Center** - $6.50/one-way trip **Not to exceed $17,940**
  Funded, in part, with Title IIIB; CFDA #93.044 & Social Services Block Grant, CFDA #93.667

- **Preparation of Congregate Meals** - $6.45/meal **Not to exceed $85,463**
  Funded, in part, with Title III C1, CFDA #93.045; Nutrition Services Incentive Program; CFDA #93.053 & Social Services Block Grant, CFDA #93.667

- **Preparation of Hot Home Delivered Meals** - $6.56/hot meal **Not to exceed $49,200**
  Funded, in part, with Title IIIC2; CFDA #93.045; Nutrition Services Incentive Program; CFDA #93.053 & Social Services Block Grant, CFDA #93.667

- **Delivery of Hot Home Delivered Meals** - $4.00/meal **Not to exceed $30,000**
  Funded, in part, with Title IIIC2; CFDA #93.045 & Social Services Block Grant, CFDA #93.667

- **Evidence-based Disease Prevention/Health Promotion (DPHP) programs** – **Not to exceed $10,000****
  Funded with Title IIID, CFDA #93.043, &/or Title IIIE, & 93.052

**These services include the delivery of group-based disease prevention and health promotion courses. The courses are licensed by entities approved by the Administration for Community Living and/or the Missouri Department of Health and Senior Services and are known to improve health and other outcomes among participants. Awards include the following compensation rates, specific to evidence-based programs:
Evidence-based DPHP program facilitation at $25-$200/completer
Evidence-based DPHP program training at $200-$600/Leader Training

Total Contractual Commitment: **Not to exceed $225,603**

For audit purposes, all voluntary contributions collected through the provision of any of these services will be considered federal funds.

Where appropriate, Contractor shall be held fiscally responsible for noncompliance resulting in losses of perishable goods, and/or excessive trip/wait time as determined by MARC.

B. Method and Time of Payment - Payment shall be made in the following manner:

Contractor shall submit monthly invoices, including appropriate documentation, to MARC, no later than the fifth working day following the end of each month. MARC shall reimburse Contractor within thirty (30) calendar days after the receipt of each invoice. Contractor shall maintain complete records of all costs incurred under this agreement. All such records shall be maintained on a generally accepted accounting basis for a minimum period of five (5) years after final payment is made under this Agreement and shall be clearly identifiable and readily accessible to authorized representatives of MARC for inspection and audit.

4. CHANGES AND ADDITIONAL SERVICES

This Agreement constitutes the entire agreement between MARC and Contractor, and it may not be amended or altered in any way except by a written amendment signed by both parties to this Agreement.

5. TERMINATION OF AGREEMENT FOR CAUSE

If the Contractor shall, in the opinion of MARC, fail to perform in a timely and proper manner its obligations under this Agreement or if the Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, MARC shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof. The date of notice shall be at least five (5) days before the effective date of such termination. Although Contractor will ordinarily be entitled to a notice of five days, MARC reserves the right to immediately terminate the Agreement and preclude the Contractor from performing any further services if MARC believes that the Contractor could cause harm to either MARC or to the recipients of Contractor's services by continuing to provide services during the five-day notice.

Notwithstanding the above, the Contractor shall not be relieved of liability to MARC by virtue of any breach of the Agreement by the Contractor, and MARC may withhold any payments to the Contractor for the purpose of setoff. See paragraph 6. If MARC has a reasonable belief that Contractor has been overpaid, or if MARC has a reasonable belief that MARC will incur expenses or suffer damages through the termination of this Agreement, MARC may withhold amounts which it reasonably believes will compensate MARC for known or anticipated expenses or damages. If MARC withholds funds as payment for known or anticipated expenses or damages, any excess amount which MARC withholds will be released to Contractor within thirty (30) days after MARC learns that the amount which it has withheld is in excess of the amount necessary to compensate for expense and/or damages incurred by MARC.

6. LIQUIDATED DAMAGES

The delivery of Senior Center programs will be impaired or halted in the event Contractor fails to perform. MARC may withhold any payments due to the Contractor for the purpose of setoff. If MARC has a reasonable belief that Contractor has been overpaid, or if MARC has a reasonable belief that MARC will incur expenses or suffer damages through the termination of this Agreement, MARC may withhold amounts which it reasonably believes will compensate MARC for known or anticipated expenses or damages. If MARC withholds funds as payment for known or anticipated expenses or damages, any excess amount which MARC withholds will be released to Contractor within thirty (30) days after MARC learns that the amount which it has withheld is in excess of the amount necessary to compensate for expense and/or damages incurred by MARC.

7. TERMINATION FOR CONVENIENCE OF MARC

A. MARC reserves the right to terminate this Agreement at any time with or without cause by giving Contractor advance written notice of such termination. Contractor reserves the right to terminate this Agreement at any time with or without cause by giving MARC advance written notice of such termination.

B. In the event of any such termination, the Contractor shall deliver to MARC, as the property of MARC, all designs, reports, drawings, studies, estimates, computations, memoranda, documents, and other papers or materials either furnished by MARC or prepared by or for the Contractor under this Agreement.

8. PROJECT MANAGER

It is understood and agreed that Contractor shall name a Project Manager who will represent the Contractor in the performance of this Agreement and shall notify MARC of his/her identity within thirty (30) days of the beginning of the contract period. Any subsequent change shall be submitted to MARC within two (2) weeks of the change.

9. COPYRIGHT AND OWNERSHIP OF DOCUMENTS

No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Contractor. Ownership of all designs, reports, drawings, studies, estimates, models, computations, and other related items (work products) prepared under this Agreement shall vest in MARC upon payment to the Contractor for all Services rendered herein through the date of the expiration or termination of this Agreement. Contractor hereby assigns to MARC all rights, titles, and interest in any work products, including any copyrights or other intellectual property therein.

10. ASSIGNMENT

The Contractor's rights, obligations and duties under this Agreement shall not be assigned in whole or in part without the prior written consent of MARC. However, claims for money due to the Contractor from MARC under the terms of this Agreement may be assigned to a bank, trust company or other such financial institution, provided that prompt written notice of such an assignment is given to MARC. None of the Services covered by this Agreement shall be subcontracted without the prior written approval of MARC.

11. INDEPENDENT CONTRACTOR

Contractor will act as an independent contractor in the performance of the Services under this Agreement. Accordingly, Contractor shall be responsible for the payment of all required business license fees and all taxes including Federal, State and local taxes arising from Contractor's activities under the terms of this Agreement.

12. PROHIBITED INTERESTS

No officer, member or employee of MARC, no member of MARC's governing body and no other public official of the locality or localities in which the Project is being carried out who exercises any functions or responsibilities in the review and approval of this Project shall participate in any decision related to this Agreement affecting, either directly or indirectly, his or her own personal interest. No member of or delegate to the Kansas Legislature, the Missouri General Assembly or the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising from it.

13. CONFLICTS OF INTEREST

A. Contractor hereby certifies that the company and any personnel assigned to work for MARC under this Agreement are not involved in other community projects that would pose a conflict to the Contractor's ability to successfully carry out the responsibilities of this Agreement. If potential conflicts arise during the term of this Agreement, the Contractor agrees to notify MARC immediately in writing and discuss the potential issues and work with MARC to address any potential issues arising from the situation.

B. The Contractor covenants that it presently has no known personal or pecuniary interest and shall not knowingly acquire such interest, directly or indirectly, which could conflict in any manner with the performance of Services under this Agreement, including the submission of impartial reports and recommendations.

14. INSURANCE

A. The Contractor shall maintain commercial general liability, automobile liability, worker's compensation and employer's liability insurance in full force and effect to protect the Contractor from claims under Worker's Compensation Acts, claims for

damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Contractor and its employees, agents, and subcontractors in the performance of the Services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies. The Contractor shall, upon request at any time, provide MARC with certificates of insurance.

B. The Contractor shall also maintain professional liability insurance to protect the Contractor against the negligent acts, errors, or omissions of the Contractor and those for whom it is legally responsible, arising out of the performance of the Services under this Agreement.

C. The Contractor's insurance coverages shall be for not less than the following limits of liability:

(i) Commercial General Liability: $500,000.00 per claim up to $2,000,000.00 per occurrence;

(ii) Automobile Liability: $100,000.00 per claim up to $2,000,000.00 per occurrence;

(iii) Worker's Compensation in accordance with the statutory limits; and Employer's Liability: $1,000,000.00; and

(iv) Fidelity Bonding Coverage: At least Fifty Thousand Dollars ($50,000.00) for all employees, volunteers, or governing body members who have fiscal responsibilities to protect against loss of federal and state funds or agency income. A minimum notification of cancellation of thirty (30) days must be sent to MARC.

(v) All appropriate policies shall name MARC as an additional insured.

D. Any insurance policy required hereunder shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

E. As between Contractor and MARC, the parties waive any and all rights against each other, including their rights of subrogation, for damages covered by property insurance during and after the completion of Services under this Agreement.

15. MONITORING, AUDITING AND REPORTING

Each contractor is required to submit to audit by MARC, by the state of Missouri or by the federal government and retain appropriate records and documentation for a five (5) year period following final payment of a contract year. Each contractor shall permit monitoring by MARC, its staff and/or appropriate representatives, and to comply with such reporting procedures as may be established by MARC. Each contractor shall ensure

that all pertinent financial records shall be made available for copying upon request by MARC, the state or federal government, or their agents. If it is determined, through audit procedures, that a contractor has been reimbursed inappropriately, the contractor shall immediately reimburse MARC the amount of ineligible funds.

A. It is understood and agreed that the report procedures established by MARC will include identifying the actual costs incurred per unit of service, including both MARC costs and Contractor contributions.

B. The Contractor agrees to provide MARC in a timely manner with statistical and other information that may be required to meet the planning and coordination requirements of the Older Americans Act, as amended.

16. GRIEVANCE POLICY

At the time a client has been approved and assigned, a written complaint procedure should be provided to the client by the Contractor. The grievance procedures and policy shall, at a minimum, meet the standard content prescribed in the MARC grievances policy contained in the MARC Aging and Adult Services Policies & Procedures Manual, including all revisions to that manual as it may be revised from time-to-time following the execution of this Agreement.

17. CONTRIBUTIONS AND PROJECT INCOME

The Older Americans Act allows and encourages the collection of voluntary contributions from service recipients to offset the cost of the service delivered. No eligible client is to be denied a service because of an inability or unwillingness to contribute. Any project income collected by the contractor must be forwarded to MARC with the monthly report. Refer to MARC Aging and Adult Services Policies & Procedures Manual, including all revisions to that manual as it may be revised from time to time following the execution of this Agreement, for details.

18. FEDERAL AND STATE TERMS AND CONDITIONS

A. This Agreement shall be subject to all applicable Federal Terms and Conditions provided in **Exhibit B** attached hereto and incorporated herein by reference.

B. Contractor shall be responsible for ensuring compliance with the Immigration Reform Act of 1986 and all laws regulating immigration and the verification of eligibility for employment of persons. All Contractors and sub-contractors with contract amounts in excess of $5,000 on public projects in Missouri are required to verify the employment eligibility status of employees through the E-Verify federal program administered by the Department of Homeland Security, U.S. Citizenship and Immigration Services **(Exhibit C)**. Compliance with any such requirements is required under this Agreement and any subcontracts permitted hereunder. Contractor shall indemnify, defend and hold harmless MARC against any expense incurred

including imposition of fines which results from violation of such laws. Contractor affirmatively states that it is not knowingly in violation of R.S. Mo. 285.530.1 and shall not henceforth be in such violation. Contractor further agrees to execute a sworn affidavit, under the penalty of perjury attesting to the fact that the Contractor's employees are lawfully present in the United States. Failure of Contractor to comply with this requirement shall be grounds for termination for default.

C. Section 34.600, RSMo, precludes MARC from entering into a contract with a company to acquire products and/or services "unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or 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."

19. CONFIDENTIALITY

A. Except as is necessary in the performance of this Agreement, or as authorized in writing by the other party, the parties shall not disclose to any person, institution, entity, company, or other third party any information directly or indirectly related to the parties that the other party (or its employees, agents and contractors) receives as a result of performing its obligations under this Agreement, or of which it is otherwise aware.

B. The parties (and their employees, agents and contractors) shall not disclose, except to each other, any proprietary information, professional secrets or other information, records, data and data elements (including, but not limited to, protected health information) collected and maintained in the course of carrying out the responsibilities under this Agreement, unless such party receives prior written authorization to do so from the other party or as required by law.

C. All confidential obligations contained herein (including those pertaining to information transmitted orally) shall survive the termination of this Agreement. The parties shall ensure that their respective employees, agents and contractors are aware of and shall comply with the aforementioned obligations.

D. MARC and Contractor are public governmental bodies subject to the provisions of Missouri's Sunshine Law, Sections 610.010 through 610.030 RSMo. As such, MARC and Contractor are required to allow citizens to inspect and copy documents deemed to be "public records" under the law. Nothing herein shall prohibit MARC or Contractor from satisfying a request to inspect and copy documents if legal counsel for MARC or legal counsel for Contractor is of the opinion that such documents are "public records."

20. DEFAULT

In the event there is a default with respect to any of the provisions of this Agreement or its obligations under it, the non-defaulting party shall give the defaulting party written notice of such default. After receipt of such written notice, the defaulting party shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the defaulting party shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the defaulting party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-defaulting party may not maintain any action or effect any remedies for default against the defaulting party unless and until the defaulting party has failed to cure the same within the time periods provided in this paragraph.

21. GOVERNING LAW

This Agreement shall be interpreted under and governed by the laws of the State of Missouri. Whenever there is no applicable state statute or decisional precedent governing the interpretation of this Agreement, then federal common law shall govern. The parties hereto agree that any action at law, suit in equity, other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Jackson County, Missouri at Independence or in federal court of the Western District of Missouri and waive any objection based upon venue forum or otherwise.

22. NOTICES

Any action by MARC under this Agreement may be taken by David Warm, Executive Director, or such other person as MARC may designate for such purpose by written notice to Contractor. All compensation and written notices to Contractor shall be considered to be properly given if mailed, delivered in person, emailed or transmitted by facsimile machine to:

Mary Herrington
Assistant Director
Blue Springs Parks and Recreation
400 NW Vesper St
Blue Springs, MO 64015

All invoices, written reports and written notices given to MARC shall be considered to be sufficiently given if mailed, delivered in person, e-mailed or transmitted by facsimile machine to:

Tonya Boston
Mid-America Regional Council
600 Broadway, Suite 200

Kansas City, Missouri 64105-1659
E-mail Address: tboston@marc.org
FAX (816) 421-7758

23. ENTIRE AGREEMENT

This Agreement cancels and supersedes all previous discussions, negotiations, understandings, representations, warranties and agreements, written or oral, relating to the subject matter of this Agreement, and contains the entire understanding of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the dates set forth below.

MID-AMERICA REGIONAL COUNCIL

By: _____

David A. Warm
Executive Director

Date: 6/27/2024

CITY OF BLUE SPRINGS, MO

By: _____

Christine Cates
City Administrator

Date: _____

APPROVED AS TO FORM

By: _____
John Mullane, Interim City Attorney

Date: 08/29/2024

EXHIBIT A
DETAIL OF FEDERAL FINANCIAL ASSISTANCE FUNDING
By Program and Code of Federal Domestic Assistance (CFDA) Number
State Fiscal Year 2025 Funding Allocation
As Passed to the Missouri Department of Health and Senior Services, which in Turn is Passed through to MARC

Federal Awarding Agency: Department of Health and Human Services – Administration for Community Living (ACL)

Federal Award Name: Older Americans Act Title III

Part III-B: Supportive Services; CFDA #93.044; $ 2,343
CFDA Title – Special Programs for the Aging Title III, Part B, Grants for Supportive Services and Senior Centers
Federal Awards – TBA

Part III-C1: Congregate Meals; CFDA #93.045 $59,245
CFDA Title – Special Programs for the Aging Title III, Part C, Nutrition Services
Federal Awards – TBA

Part III-C2: Home Delivered Meals; CFDA #93.045 $60,294
CFDA Title – Special Programs for the Aging Title III, Part C, Nutrition Services
Federal Awards – TBA

Part III-D: Preventive Health; CFDA #93.043 $ 9,250
CFDA Title – Special Programs for the Aging Title III, Part D, Disease Prevention and Health Promotion Services
Federal Awards – TBA

Part III-E: National Family Caregiver Support Program; CFDA #93.052 $ 750
CFDA Title: National Family Caregiver Support Title III, Part E
Federal Awards – TBA

Federal Award Name: Older Americans Act Section 311 - Nutrition
Nutrition Services Incentive Program: CFDA #93.053 $12,871
CFDA Title – Nutrition Incentive Program
Federal Awards – TBA

Other HHS-Funded Programs:

Federal Agency Name: Department of Health and Human Services/ Administration for Children and Families (ACF)

Federal Award Name: Social Services Block Grant
Social Services Block Grant: CFDA #93.667 $ 9,196
CFDA Title – Social Services Block Grant

Total Amount of Federal Awards Obligated by this Action: **$153,949**

Total Amount of Federal Awards Obligated to Subrecipient Under this Agreement: $**153,949**

Exhibit B
Federal Terms and Conditions

1) NONDISCRIMINATION (49 CFR Part 21): During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

A. Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Commerce, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are hereby incorporated by reference and made a part of this Agreement.

B. Contractor, with regard to the Services performed by it during the term of this Agreement, shall not discriminate on the grounds of age, race, color, sex or national origin in the selection or retention of Contractors, including procurement of materials and leases of equipment. Contractor shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix "B" of the Regulations.

C. In all solicitations, whether by competitive bidding or negotiation, made by the Contractor for services to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of age, race, color, sex or national origin.

D. The Contractor shall provide all information and reports required under the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by MARC to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information is required, or such information is in the exclusive possession of another that fails or refuses to furnish this information, the Contractor shall so certify to MARC, and shall set forth what efforts it has made to obtain the information.

E. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, MARC shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to: (i) Withholding of payments to the Contractor under the Agreement until the Contractor complies; and/or (ii) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. The Contractor shall include the provisions of Paragraphs A through E above in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as MARC may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MARC to enter into such litigation to protect the interests of MARC.

2) AMERICANS WITH DISABILITIES ACT: Contractor shall comply with applicable provisions of the Americans with Disabilities Act of 1991, as amended. In particular, Contractor shall assist MARC in compliance by including appropriate language in all public documents and reports notifying persons with disabilities of MARC's policy of providing accommodations (i.e. interpreter, large print, reader and hearing assistance) to persons who need such assistance to participate in the Project.

3. AFFIRMATIVE ACTION IN EMPLOYMENT: The Contractor shall comply with the provisions of Section 503 of the Rehabilitation Act of 1973, as amended (the "Act"), and agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other form of compensation, and selection

for training, including apprenticeship.

B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor pursuant to the Act.

C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor pursuant to the Act.

D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting officer. Such notices shall state the Sub-recipient's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.

F. The Contractor will include the provisions of Paragraphs A through E above in every subcontract or purchase order of $2,500.00 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding on each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance (41 CFR 60-741.4.4).

4. <u>EQUAL EMPLOYMENT OPPORTUNITY (41 CFR Part 60-1.4(b))</u>: During the performance of this Agreement, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and by rules, regulations, and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by MARC and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the portion of

the sentence immediately preceding Paragraph A and the provisions of Paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subcontractor will take such action with respect to any subcontract or purchase order as MARC may direct as a means of enforcing such provision, including sanctions for noncompliance, provided, however, that in the event the Subcontractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request MARC to enter into such litigation to protect the interests of MARC.

5. PROHIBITION AGAINST SUBSTANCE ABUSE: The Contractor shall comply with the requirements of the Omnibus Drug Initiative Act of 1988 (Public Law 100-690), as amended, and certify to MARC that it will provide a drug-free workplace.

6. LOBBYING: The Contractor hereby certifies that the federal funds provided under the terms of this Agreement will not be paid, by or on behalf of the Contractor, to any person to influence an officer or employee of any federal agency or federal elected official. The Contractor will provide full disclosure of any non-federal resources expended to lobby any federal official in connection with the Project.

7. COPELAND "ANTI-KICKBACK" ACT: All contracts and subgrants for construction or repair will include provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in DOL regulations (29 CFR Part 3).

8. DAVIS-BACON ACT: All construction endeavors of the AAA in excess of $2,000 will include provision for compliance with the Davis-Bacon Act (40 U.S.C. section 3141 et seq.).

9. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT: All construction endeavors of the AAA in excess of $2,000, and in excess of $2,500 for other contracts involving employment of mechanics or laborers, will include provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL Regulations (29 CFR part 5).

10. CLEAN AIR ACT/CLEAN WATER ACT/EPA REGULATIONS: Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, under section 306 (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (42 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

11. WINDSOR V. UNITED STATES: Contractor will comply with the requirement to provide services to married same-sex couples.

12. EMPLOYEE WHISTLEBLOWER PROTECTIONS: Contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

13. TARGET POPULATION: (OAA Section 306 (a)(4)(A)(i)(I)) Contractor shall target its services to low-income minority individuals, older rural individuals, and older individuals with limited English proficiency. Persons aged 60 or over who are frail, homebound by reason of illness or incapacitation disability, or otherwise isolated, shall be given priority in the delivery of services. (45 CFR 1321.69(a)).

14. BOSTOCK v CLAYTON COUNTY: Contractor shall ensure employees are protected against discrimination because of their sexual orientation or gender identity.

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: August 21, 2024

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

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

ISSUE/REQUEST

Passage of a Bill declaring as surplus the city-owned land south of W Main Street and generally east of SW 14th Street, the former lumberyard property, and authorizing the issuance of a Request for Proposals (RFP) for the sale of said land.

BACKGROUND/JUSTIFICATION

On March 18, 2024, the City Council approved the Downtown Master Plan by Resolution No. 22-2023. At the August 19, 2024 City Council meeting, the Downtown Master Plan Implementation Task Force presented recommendations to the City Council for next steps to implement the new Downtown Master Plan. Subsequently, the City Council directed staff to bring forward a Bill to declare the approximately 4-acre property, commonly known as the lumberyard property, (Yard Area), as surplus and to issue an RFP for development. The RFP is intended to achieve the development goals and concepts as shown in the Downtown Master Plan. The Yard Area envisions a mixed-use development with retail, office and residential land uses. In compliance with the City's policy on the sale of City-owned property, staff has prepared an RFP calling for submissions on the purchase and development of the property.

Previous RFPs were issued for the same property in 2019 and 2022, however, neither effort led to the ultimate development of the property. A new RFP process was put on hold until after the completion of the Downtown Master Plan which started in 2023 and was completed in 2024. The new RFP has been updated to contain the concepts and goals of the adopted Downtown Master Plan, as well as to update the status of the property to reflect the demolition and clearing of the service station and former lumberyard properties. The attached RFP is in draft and will be finalized upon review by the Communications Manager.

The entire property is comprised of four Jackson County parcels: 35-710-31-02-00-0-00-000, 35-710-31-05-00-0-00-000, 35-710-35-11-00-0-00-000, and 35-710-30-01-02-0-00-000.

History:
The property, consisting of four parcels, has been utilized for different functions over the years since the City's acquisition.

- The former lumberyard property was utilized for various City functions including relocation of public safety, courts, community development and utility billing functions while renovations were made to both the Public Safety Building and City Hall. The lumberyard was demolished in 2022.
- The service station property continued to be utilized as an auto repair facility after purchase until 2020, after which the site was vacant for a time. The building was demolished, and the site cleared at the same time as the former lumberyard buildings.

- The warehouse property continues to be used for Police Department storage and training and will need to be demolished prior to development.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
September 4, 2024	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

1. Lumberyard Redevelopment

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill declaring surplus property and authorizing a Request for Proposal

REVIEWED BY:

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

EXHIBIT A

Request for Proposals City-owned Property on Main Street - The Lumberyard



September 3, 2024 - RFP Issued
December 3, 2024 - Deadline for proposals

CITY OF BLUE SPRINGS, MO
City Development Department
903 W. Main St., Blue Springs, MO 64015
816-228-0124 | www.bluespringsgov.com

ABOUT BLUE SPRINGS

Blue Springs was founded by pioneers in 1827 along the cooling spring waters of the Little Blue River. In the last two decades the city has grown to more than 60,000 residents, holding the distinction of being the 10th largest city in Missouri. It offers all the excitement of metropolitan-style shopping and nightlife, with world-class sporting events, international conventions, all within a 25-minute drive, but when the day is through, the people of Blue Springs agree, there's no other place they would rather call home.





BLUE SPRINGS AMENITIES

Located on Interstate 70, less than a half hour from downtown Kansas City, there is an energized, fast-growing place that knows the meaning of community. Blue Springs enjoys the benefits of:

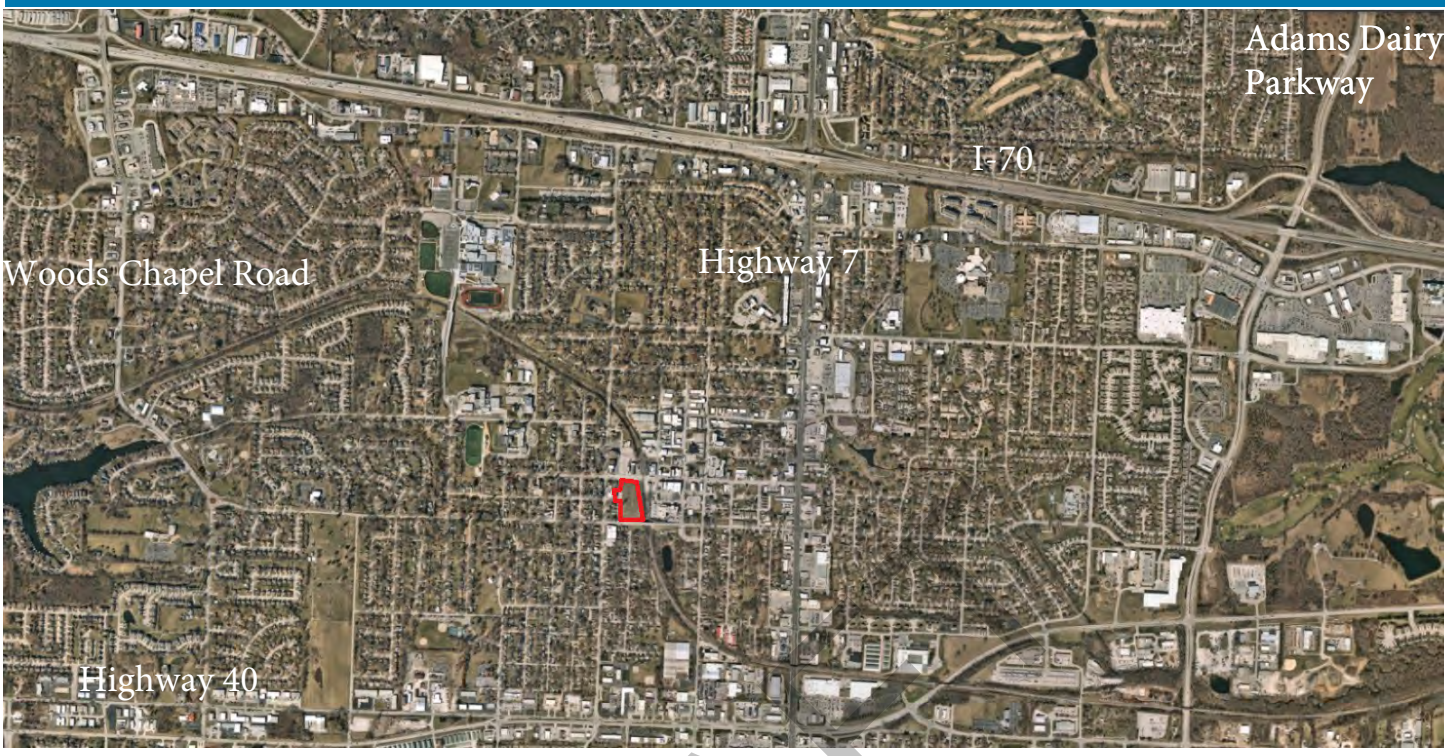
- High-quality housing
- Central location
- Excellent health care
- Hiking trails
- Nationally recognized schools
- Outdoor recreation opportunities
- Parks

All of these are included in the many reasons families choose to live in Blue Springs! These amenities provide the foundation of a quality lifestyle for its residents.

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PROJECT OVERVIEW



The Request for Proposals ("RFP") is being issued by the City of Blue Springs, Missouri ("City").

In compliance with the City's policy on the sale of City-owned property, staff has prepared a Request for Proposals (RFP) calling for submissions on the purchase and development of the property.

The RFP has been amended from previous issued RFPs, to reflect the recently adopted Downtown Master Plan concepts for the property that include a vibrant, unique destination and sense of place that offers a mix of uses, including commercial and residential

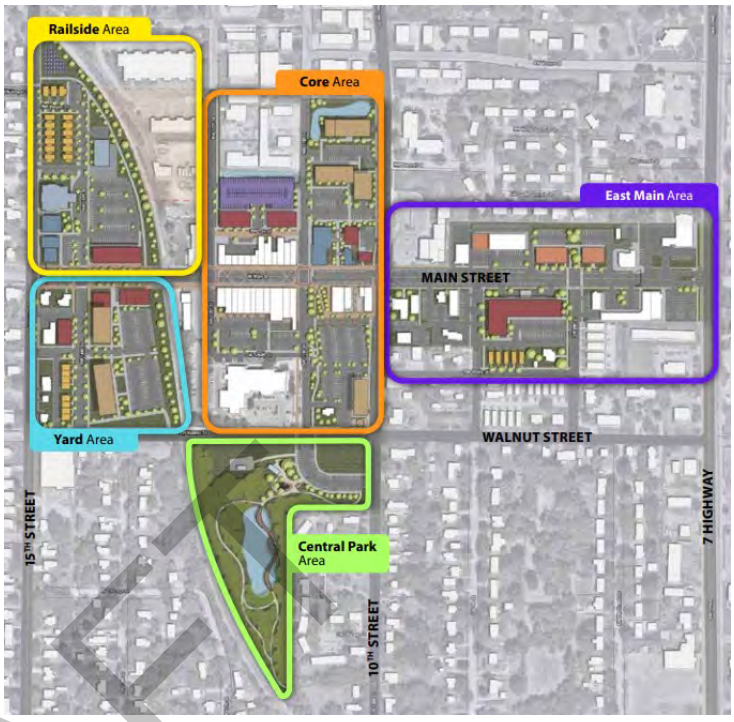
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GENERAL INFORMATION AND CONDITIONS

1. The City of Blue Springs is accepting proposals from interested parties with the intention to purchase and develop city-owned property.
2. The property for consideration consists of four parcels totaling nearly 3.6 acres in size located on the southeast intersection of Main Street and SW 14th Street in Downtown Blue Springs.
3. Bids must be placed for all lots.
4. The City is seeking a qualified party with the interest, resources and experience to purchase and develop the parcel in a manner that would be a desirable addition to the Adams Dairy Corridor.
5. Preference will be given to proposals which outline a use of the parcels in the near future.
6. The City reserves the right to accept or reject any and all proposals for the best interest of the City.

PROJECT AREA BACKGROUND

This property, consisting of the Yard Area, is part of the newly adopted Blue Springs Downtown Master Plan that was approved in March 2024. The site is bounded by railroad tracks on the east, Walnut Street to the south, 14th Street to the west, and Main Street to the north. There is also an ancillary property across 14th Street to the west that is included. In total, the project covers approximately 3.6 acres.





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DESCRIPTION OF PROJECT AND REQUIREMENTS

I. Project Background and Goals

The Blue Springs community has a vision for a vibrant, mixed-use downtown that is the economic and social heart of the community. The concept has been achieved through years of intense community discussion, including Downtown Alive!, several citizens' visioning efforts and the efforts of various community partners, including the Blue Springs Chamber of Commerce. Several successful projects in Downtown Blue Springs have created momentum for redevelopment and this project will be integral to fulfilling the vision for downtown.

The site is located at 1304 West Main Street and was purchased by the City of Blue Springs in 2012. The property was utilized for several municipal purposes and was demolished at the City's expense in 2022, except for one building to be demolished upon selection of a developer. The gas station on the property was purchased with Community Development Block Grant funds and must sold for fair market value.

The zoning on the property is T-4, "General Urban", under the Downtown Development Code (DDC), which is predominantly residential in context, typically the largest zone within a community. It allows for the widest variety of housing choice. The preference is for the site to be developed in a manner that meets the intent and concepts outlined for the Yard Area in the Downtown Master Plan and that creates for a distinct destination and that fosters a vibrant, 24-hour downtown area with a combination of land uses. As a result, rezoning the property will almost certainly be required to allow for the flexibility in the design and development of the property while allowing retail, restaurant, office, government, business services and/or entertainment uses that may be included to add to the mix of uses in the central business district area. The T-5, "Urban Center" zoning designation in the DDC provides for a denser, mixed-use context, typically located near the center of a pedestrian shed or as a corridor along important thoroughfares. Given the prominence of the site, and opportunity to blend multiple uses into a singular development, the T-5 zoning district may be an appropriate zoning designation for the property. Applications for a rezoning either to the T-5 classification or to a Planned Development zoning, shall be initiated and completed by the Developer under the guidance and with the cooperation of City staff to accommodate the finalized development agreement under the direction of the City Council.

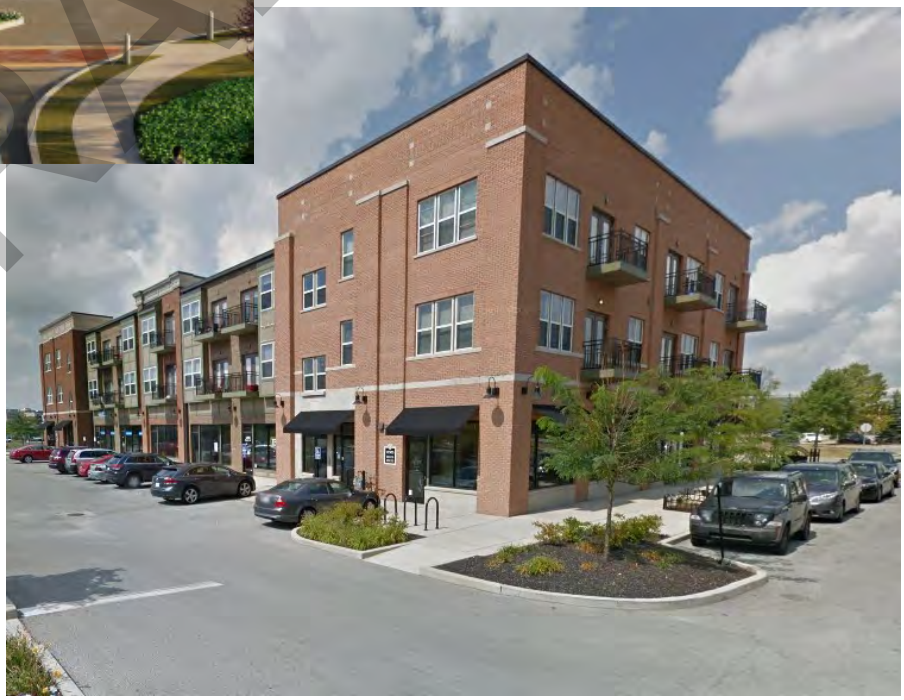
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Figure 3: Yard Concept looking southwest









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II. Site Information:

The property for consideration consists of four parcels on located southeast of the intersection of Main Street and 14th Street in Blue Springs, Missouri. Bids will only be accepted for those wishing to purchase all lots. The subject property is zoned T-4 in the Downtown Zoning overlay district.

The Jackson County parcel numbers and sizes are as follows:

- Parcel Number: 35-710-31-02-00-0-00-000 (0.15 Acres),
- Parcel Number: 35-710-30-01-02-0-00-000(0.21 Acres),
- Parcel Number: 35-710-31-05-00-0-00-000 (1.49 Acres)
- Parcel Number: 35-710-35-11-00-0-00-000(1.75 Acre)

Please see attached aerial map for more information regarding the location of the parcels.

III. Proposal Content:

All proposals must address the following areas:

1. Transmittal Letter: The transmittal letter should include:
   - Name, title, and contact information of the individual or individuals with the authority to bind the Developer.
   - Signature of individual or individuals representing the Developer.
   - Address and legal form of the Developer.
   - A statement that, if selected, the Developer will negotiate in good faith with the City.
   - A statement that the Developer is not in arrears in the payment of any obligation due and owing to the State of Missouri, the City of Blue Springs, of Jackson County, including tax payments and employee benefits, and that it shall not become so during the term of the agreement, if selected.
   - A statement that the proposal is valid for a minimum of 120 days from the submission deadline.
   - A statement that Developer will conform and accept responsibility for compliance with all applicable federal, state, and local laws, ordinances, and regulations.

2. Statement of Qualifications: The City seeks a Developer with extensive experience and a track record of success and delivering the objectives outlined in Section 4. Developers should include in their submissions a summary that demonstrates the Developer understands the requirements of this RFP

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and a description as to how the Developer proposes to integrate the requirements of this RFP into the project.

3. Availability: A statement on the availability and commitment of Developer and assigned professional who will undertake the project.

4. Qualifications and Experience: Provide a summary of the Project Team's experience with projects similar to the proposed project. Descriptions of previous projects should include the following: total land and building area, scope, location, development value, duration of project from inception to completion; role of Project Team members during project execution, and client references, including authorization to contact references.

5. Project Plan: Submit a conceptual description of the proposed project that includes the intended uses for the proposed development for the Project Area and size of the uses. It is important the Developer describes how this project will meet the development goal outlined in Section I. An estimated timeline for project implementation and conceptual layout should be included. The City anticipates negotiating a development agreement with the preferred Developer that will require the Developer to submit additional materials and successfully complete the City's development application process.

6. Sale Price: The proposal will include the nature of ownership the Developer is requesting and include the amount the Developer is willing to pay for the Project Area. Please provide a letter of support showing proof of funds.

7. Public-Private Partnership: The proposal should include a statement indicating whether the proposed development would be contingent upon any local or state government support or action other than review and approval of the development application. Any request for incentives must include a pro forma to outline the financial assumptions and projections of the proposed development, which shall outline the funding gap to be bridged with public incentives and estimated ROI with and without incentives.

8. Disclosure and Non-Collusion Certification: Proposal will disclose any personal or professional interest which could be a possible conflict of interest in contracting with the City. The proposal must include a properly completed and executed Non-Collusion certification.

IV. Evaluation Criteria:

Developers interested in being considered should submit seven (7) hard copies and one electronic copy of the proposal by 5 p.m. December 3, 2024, to following address:
City Development Director
City of Blue Springs
903 West Main Street
Blue Springs, MO 64015

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Proposals will be evaluated on the following criteria:

- Purchase Price
- Developer qualifications, experience, and creative vision.
- The capacity of the development proposal to bring to life the concepts and intent outlined in the Downtown Master Plan for a mixed-use development with commercial and residential land uses
- Quality of conceptual development plan and compatibility with development objectives.
- Developer financial capabilities and the ability to successfully execute a project from concept to completion and ongoing operation.
- Ability of the proposal to support and/or encourage further development in the area and along Adams Dairy Corridor.

V. Proposed Process and Timeline:

- RFP Issued: September 4, 2024
- RFP Due date: December 3, 2024
- Proposal review by City Council: December 2024/January 2025
- Notification to preferred Developer and development agreement negotiations: February/March 2025

VI. Conditions and Limitations:

By submitting a proposal in response to this RFP, the respondent expresses its intent to comply with the established timeline. In addition, the respondent accepts the evaluation process and methodology, as well as acknowledges and accepts that the determination of "the most qualified and capable" Developer will require subjective judgments. The City reserves the right to request clarification of information provided in proposals as a response to this RFP without changing the terms of this RFP. The City has the right, in its sole and absolute discretion, to reject any and all proposals received in response to this RFP and to cancel this RFP at any time, for any or no reason, prior to entering into any binding agreements. Responses to this RFP vest no legal or binding rights in the Developers nor does it or is it intended to impose any legally binding obligations upon the City, officials or employees of the City unless and until final legal binding agreements are negotiated and executed. This RFP does not commit the City to pay for costs incurred in the negotiation or other work in preparation of, or related to, a final agreement between the selected Developer and the City.

Any commitment made by the City will be subject to the appropriation of funds by the City Council to carry out any such commitments and the execution of a contract acceptable to the City. The City will not be responsible for any costs incurred by the Developers or Project Team member related to any response to this RFP and will not reimburse any costs to the Developer or Project Team member.

Before submitting a bid, bidders should carefully examine the site, and fully inform themselves to the existing conditions. To schedule a time, contact Mike Mallon at (816) 228-0124 to make arrangements.

VII. Exhibits and Resources

- Exhibit "A" Non-Collusion Certification
- General Conditions
- Map of Project Area (attachment)
- Blue Springs Downtown Master Plan- **https://www.bluespringsgov.com/2441/Downtown-Master-Plan-2024**

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GENERAL CONDITIONS GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS



1. SCOPE: The following terms and conditions, unless otherwise modified by the City of Blue Springs within this document, shall govern the submission of proposals and subsequent contracts. The City of Blue Springs reserves the right to reject any proposal that takes exception to these conditions.

2. DEFINITIONS AS USED HEREIN:
a. The term "request for proposal" means a solicitation of a formal, sealed proposal.
b. The term "respondent" means the person, firm, bidder or corporation who submits a formal sealed proposal.
c. The term "City" means City of Blue Springs, MO.
d. The term "City Council" means the governing body of the City of Blue Springs, MO.
e. The term "contractor" means the respondent awarded a contract under this proposal.

3. COMPLETING PROPOSAL: All information must be legible. Any and all corrections and/or erasures must be initialed. Each proposal must be signed in ink by an authorized representative of the respondent and required information must be provided. Contents of the proposal submitted by the successful respondent of this RFP will become part of any contract award as a result of this solicitation.

4. REQUEST FOR INFORMATION: Any requests for clarification of additional information deemed necessary by any respondent to present a proper proposal shall be submitted in writing to the City of Blue Springs, 903 W. Main Street Blue Springs, MO 64015, referencing this RFP number, a minimum of five (5) calendar days prior to the proposal submission date. Any request received after the above stated deadline will not be considered. All requests received prior to the above stated deadline will be responded to in writing by the City in the form of an addendum addressed to all prospective respondents.

5. CONFIDENTIALITY OF PROPOSAL INFORMATION: Each proposal must be submitted in or under cover of a sealed envelope to provide confidentiality of the information enclosed. The envelope should be sealed and clearly marked with RFP number and the name of the project. All proposals and supporting documents will remain confidential until a final contract has been executed. Information that discloses proprietary or financial information submitted in response to qualification statements will not become public information. This is in accordance with the Missouri Sunshine Law.

6. SUBMISSION OF PROPOSAL: Proposals are to be sealed and submitted to the City of Blue Springs, 903 W. Main Street, Blue Springs, MO 64015, prior to the date and time indicated on the cover sheet. At such time, all proposals received will be formally opened. The opening will consist of only the name and address recording of respondents.

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7. ADDENDA: All changes, additions and/or clarifications in connection with this proposal will be issued by the Purchasing office in the form of a WRITTEN ADDENDUM. SUBMIT EQUAL NUMBER OF SIGNED ADDENDUM WITH THE NUMBER OF PROPOSALS REQUIRED. Verbal responses and/or representations shall not be binding on the City.
8. LATE PROPOSALS AND MODIFICATION OR WITHDRAWALS: Proposals received after the date and time indicated on the cover sheet shall not be considered. Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Proposals that are resubmitted or modified must be sealed and submitted to the Purchasing Office prior to the proposal submission deadline. Each respondent may submit only one (1) response to this proposal.
9. BONDS: When a Bond is required it shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings.)
10. NEGOTIATION: The City reserves the right to negotiate any and all elements of this proposal.
11. TERMINATION: Subject to the provisions below, any contract derived from this Request For Proposal may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted.

a. TERMINATION FOR CONVENIENCE

In the event that the contract is terminated or canceled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.

b. TERMINATION FOR CAUSE

Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

c. TERMINATION DUE TO UNAVAILABILITY OF FUNDS IN SUCCEEDING FISCAL YEARS.

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled and the contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

12. TAX EXEMPT: The City and its Agencies are exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the State of Missouri.
13. SAFETY: All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
14. RIGHTS RESERVED: The City reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any proposal, and to make award to the response deemed to be most advantageous to the City.
15. RESPONDENT PROHIBITED: Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this proposal or any resultant agreement or its rights, title, or

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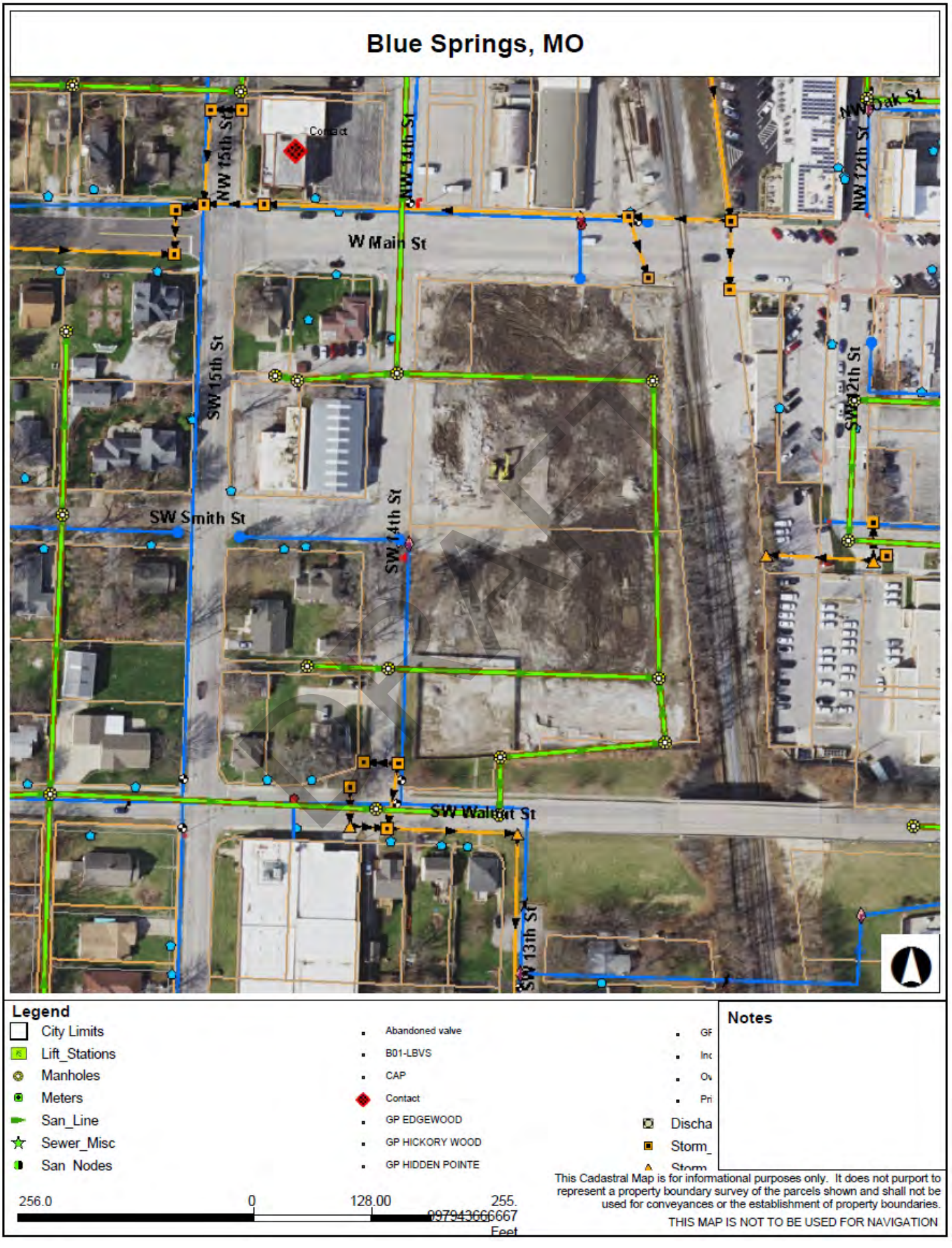


interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the City.

16. DISCLAIMER OF LIABILITY: The City, or any of its agencies, will not hold harmless or indemnify any respondent for any liability whatsoever.
17. HOLD HARMLESS: The contractor shall agree to protect defend, indemnify, and hold the City Council, City of Blue Springs, MO, its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character resulting from the error, omission or negligent act of the contractor, its agents, employees or representatives, in the performance of the contractor's duties under any agreement resulting from award of this proposal.
18. LAW GOVERNING: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri.
19. ANTI-DISCRIMINATION CLAUSE: No respondent on this request shall in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
20. DOMESTIC PRODUCTS: The City of Blue Springs follows Section 34.353, RSMo that requires each contract for the purchase or lease of manufactured goods or commodities by the City, and each contract made by the City for construction, alteration, repair, or maintenance of any public works shall contain a provision that any manufactured goods or commodities used or supplied in the performance of that contract or any subcontract thereto shall be manufactured or produced in the United States.
21. 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. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 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.
22. DEBARMENT: By submission of its response, the Contractor certifies that neither it nor its principals is presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administrations List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to in excess of $100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of $100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an Federal Department , agency or prevision of law. If the Contractor is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.

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Utility Map


Blue Springs, MO
Contact
NW 15th St
NW 14th St
NW 12th St
NW Oak St
W Main St
SW 15th St
SW 14th St
SW 12th St
SW Smith St
SW Walnut St
SW 13th St
DRAFT
Legend
City Limits
Lift_Stations
Manholes
Meters
San_Line
Sewer_Misc
San Nodes
Abandoned valve
B01-LBVS
CAP
Contact
GP EDGEWOOD
GP HICKORY WOOD
GP HIDDEN POINTE
Discha
Storm_
Notes
256.0
0
128.00
255.
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

Introduced by Councilmember _____ BILL NO. 5258

ORDINANCE NO. _____

AN ORDINANCE DECLARING CERTAIN PARCELS OF CITY-OWNED REAL PROPERTY AS SURPLUS AND AUTHORIZING THE SOLICITATION OF OFFERS FOR DISPOSITION THEREOF

WHEREAS, the City of Blue Springs (City) deems it to be in the best interest of the City to designate these four tracts of city-owned real property south of W Main Street and generally east of SW 14th Street as surplus: Jackson County Parcels: 35-710-31-02-00-0-00-000, 35-710-31-05-00-0-00-000, 35-710-35-11-00-0-00-000, and 35-710-30-01-02-0-00-000; and

WHEREAS, the City deems it to be in the best interest of the City to authorize the solicitation of offers for the disposition of the surplus real property via a Request for Proposals.

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

Section 1. Jackson County Parcels: 35-710-31-02-00-0-00-000, 35-710-31-05-00-0-00-000, 35-710-35-11-00-0-00-000, and 35-710-30-01-02-0-00-000 are hereby declared to be surplus real property.

Section 2. The City Administrator is authorized to solicit offers for the sale and development of said parcels via the Request for Proposals attached hereto as Exhibit A.

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 3rd day of September 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

Rev. 01/01/2024