CITY COUNCIL MEETING - AMENDED AGENDA
May 19, 2025
5:00 p.m. – Executive Session
6:00 p.m. – City Council Meeting

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 during the meeting must fill out a Speaker's Appearance Form and give to the City Clerk prior to the start of the Council meeting. Forms are available online or located at the entrance of the Council Chambers. Speakers are subject to Council Rules of Procedure.

Invocation and Pledge of Allegiance

5:00 p.m. **Executive Session** – Discussion related to Personnel pursuant to Sections 610.021 (3) & (13)

Invocation and Pledge of Allegiance

6:00 p.m. **City Council Meeting**

1. Call meeting to order

2. Confirmation of a Quorum

3. Consent Agenda

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

   a. Minutes of the May 5, 2025 City Council Meeting and May 7, 2025 City Council Strategic Planning Session
   b. Resolution No. 33-2025 approving a contract with Progressive Electronics Inc for Fieldhouse fire alarms
   c. Resolution No. 34-2025 approving Task Order #14 to Contract No. 2024-166 with Cochran for Contract Management Services for Sni-a-Bar Wastewater Treatment Facility
   d. Resolution No. 35-2025 approving a contract with Stantec Consulting, Inc for design services for Southwest Park
   e. Board and Commission Appointments

4. Presentation – Proclamations for Blue Springs School District High School Speech Teams with Special Recognition for State Champions

5. Public Hearing – Unified Development Code Text amendment related to body art services (UDCT-04-25-9553)

6. Introduction and readings of Bill No. 5315 approving Unified Development Code Text amendment related to body art services (UDCT-04-25-9553)

7. Public Hearing – B Lashed Ink Conditional Use Permit (CUP-04-25-9533)

8. Introduction and readings of Bill No. 5316 approving the B Lashed Ink Conditional Use Permit (CUP-04-25-9533)

9. Public Comment **– This section is reserved for public comment on Ordinances being considered at this meeting that do not require a public hearing.**

10. Introduction and readings of Bill No. 5317 approving a contract with the Blue Springs R-IV School District for police officers at the High Schools and dispatching services for the 2025-2026 school year

11. Introduction and readings of Bill No. 5318 amending the Code of Ordinances related to Backyard Hens

12. Introduction and readings of Bill No. 5319 amending the Code of Ordinances related to Commercial Vehicles

13. Visitors **– This section is reserved for public comments on topics not on the Agenda. While no immediate action will be taken, comments will be noted.**

14. Councilmember Comments

15. Mayoral Comments

16. Adjourn

Miscellaneous Items

Memorial Day – **City Offices Closed** – Monday, May 26
Public Safety Citizen Advisory Board Meeting – Tuesday, May 27, 6:00 PM
Planning Commission Meeting – Tuesday, May 27, 6:30 PM
City Council Meeting – Monday, June 2, 6:00 PM
Park Commission Meeting – Tuesday, June 3, 6:00 PM
Planning Commission Meeting – Monday, June 9, 6:30 PM
Public Art Commission Meeting – Wednesday, June 11, 4:00 PM
Land Bank Meeting – Monday, June 16, 3:00 PM
City Council Meeting – Monday, June 16, 6:00 PM

This Agenda was posted at City Hall and on the City's website on Friday, May 16, 2025.

Megan Rodgers
Deputy City Clerk

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

FROM: Christine Cates
City Administrator

DATE: May 16, 2025

SUBJECT: Agenda Explanations

Item 3b – Fieldhouse Fire Alarms
Adopt a Resolution approving a contract in the amount of $107,479 with Progressive Electronics, Inc. for the replacement of the existing Fieldhouse fire alarm system to connect with the Blue Surf Bay fire alarm system. Refer to Council Information Form from Parks and Recreation Director Justin Stuart for additional information.

Item 3c – Task Order #14 with Cochran for Sni-a-Bar Wastewater Treatment
Adopt a Resolution approving Task Order #14 to Contract No. 2024-166 with SC Engineering, LLC, dba Cochran for Contract Management Services for the Sni-A-Bar Wastewater Treatment Facility in the amount of $515,105 for five years. Refer to Council Information Form from Assistant City Administrator Dennis Dovel for additional information.

Item 3d – Southwest Park Design Services
Adopt a Resolution approving a contract in the amount of $294,100.00 with Stantec Consulting Services Inc. for schematic design architectural services for the construction of Southwest Park. This project is approved as CIP PR-71. Refer to Council Information Form from Assistant City Administrator Dennis Dovel for additional information.

Item 3e – Board and Commission Appointments
Pursuant to Blue Springs Home Rule Charter Section 4.4.C – Powers and Duties; Appointments: The Mayor, with the advice and consent of the majority of the Council, shall appoint all members of committees, boards, and commissions. A slate of 2025 appointments and reappointments will be submitted to Council for approval. Refer to Council Information Form from City Clerk Erin Ford for additional information.

Item 5 & 6 – Unified Development Code Relating to Body Art Services
A public hearing is being held at the request of the City of Blue Springs for consideration of amendments to the Unified Development Code (UDC) related to the definition of body art services. Upon conclusion of the public hearing, a Bill approving the amendments to the Unified Development Code, Section 404.240.E.2. DDC, Downtown Development Code, Uses Allowed By Conditional Use and amending Section 405.050.A.33. Body Art Services (UDCT-04-25-9553). Refer to Council Information Form from Senior Director of City Development Mike Mallon for additional information.

Item 7 & 8 – B-Lash Conditional Use Permit
The applicant, Brittany Manney, owner of B Lashed Ink, is requesting approval of a Conditional Use Permit (CUP) with Alternative Development Standards allowing body art/microblading services in Downtown Zoning District "T-5" within 500 feet of residential use and a church. Upon conclusion of public hearing, a Bill approving the Conditional Use Permit (CUP-04-25-9533) will be ready for introduction and readings. Refer to Council Information Form from Senior Director of City Development Mike Mallon for additional information.

Item 10 – Contract with Blue Springs School District for Police and Dispatching Services
Passage of a Bill approving a contract in the amount of $189,413.00 with the Blue Springs R-IV School District (BSSD) for police officers at BSSD schools and dispatching services for the 2025-2026 school year. Refer to Council Information Form from Police Chief Bob Muenz for additional information.

Item 11 – Code Amendment Relating to Backyard Hens
Passage of a Bill Amending Chapter 215: Dogs, Cats, and Dangerous Animals, of the Code of Ordinances, City of Blue Springs, Missouri, adding Section 215.127: Regulation of Backyard Hens. Refer to Council Information Form from Senior Director of City Development Mike Mallon for additional information.

Item 12 – Code Amendment Relating to Commercial Vehicles
Passage of a Bill Amending Section 365.080 Parking In Residential Zones, of the Code of Ordinances, City of Blue Springs, Missouri. Refer to Council Information Form from Senior Director of City Development Mike Mallon for additional information.

CITY OF BLUE SPRINGS, MISSOURI
MINUTES OF COUNCIL MEETING
May 5, 2025

A meeting of the City Council of the City of Blue Springs, Missouri, was held on Monday, May 5, 2025, 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	Galen Ericson
Katie Tholen	Kent Edmondson
Nick Brummel	Jeremy Rowan

Also present were City Administrator Christine Cates, City Attorney Jennifer Baird, and Deputy City Clerk Megan Rodgers.

INVOCATION AND 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 Deputy City Clerk confirmed a quorum of the Council was present.

CONSENT AGENDA

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

- Minutes of the April 21, 2025 City Council Meeting #1 and #2.
- **Resolution No. 27-2025** approving 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.
- **Resolution No. 28-2025** approving a Change Order in the amount of $100,000 to Contract No. 2023-203 with R.M. Thomas II Trucking LLC dba Rob's Trucking for Miscellaneous Concrete Repair.
- **Resolution No. 29-2025** approving an Amendment No. 1 in the amount of $154,116 to Contract No. 2024-166 Task Order #4 with SC Engineering LLC dba Cochran for Main Street Streetscape Improvements and Water Main Replacement to add 11th Street from Main to Walnut Streets to the scope of work.
- **Resolution No. 30-2025** approving Task Order #12 to Contract No. 2024-166 with SC Engineering, LLC dba Cochran in the amount of $247,291 for the design and bidding phase services ($141,309), and construction phase services ($105,982) for the E. Wyatt Road Phase 1 Improvements; CIP ST-18.
- **Resolution No. 31-2025** approving Task Order #13 to Contract No. 2024-166 with SC Engineering, LLC, dba Cochran for Water System Study in the amount of $95,000.

The Consent Agenda was approved with the following vote:

Kaylor – Aye	Ericson– Aye

DRAFT

Tholen – Aye
Brummel – Aye
Edmondson – Aye
Rowan – Aye
Mayor Lievsay – Aye

MOTION TO TABLE RESOLUTION 32-2025 – TIM HORTON MASTER/ALTERNATIVE SIGN PLAN

Councilmember Edmondson moved to table Resolution 32-2025 approving an appeal of a Master/Alternative Sign Plan (ASP-04-25-9554) for Tim Hortons Coffee Shop located at 1900 NW 7 HWY. Motion seconded by Councilmember Tholen and carried with the following vote:

Tholen – Aye
Brummel – Aye
Ericson – No
Edmondson – Aye
Rowan – Aye
Kaylor – No
Mayor Lievsay – Aye

BILL NO. 5302 AND BILL NO. 5303 – ANIMAL CONTROL AGREEMENTS – MOTION TO CONTINUE

Mayor Lievsay advised the Council that Staff requested Bill No. 5302 with Lake Lotawana and Bill No. 5303 with Lake Tapawingo for animal control agreements be continued to the June 2, 2025 Council meeting. Councilmember Kaylor moved to continue Bill No. 5302 and Bill No. 5303 for animal control agreements to the June 2, 2025 Council meeting. Motion seconded by Councilmember Brummel and carried unanimously.

INTRODUCTION AND 1ST READING – BILL NO. 5313 – MCATEE LANE FINAL PLAT (PF-03-25-9516)

Councilmember Kaylor introduced Bill No. 5313 approving a Final Plat for McAtee Lane of three separate single-family lots with Alternate Design Standard to allow front loaded attached garages, located near NW 15th Street and NW B Street (PF-03-25-9516). Deputy City Clerk Megan Rodgers made the first reading of Bill No. 5313 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Ericson moved to approve Bill No. 5313 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Tholen and carried unanimously.

2ND READING – BILL NO. 5313

Ms. Rodgers made the second reading of Bill No. 5313 by title. Councilmember Edmondson moved to adopt Bill No. 5313 upon its second reading and give it **ORDINANCE NO. 5416,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Tholen and carried with the following vote:

Brummel – Aye
Ericson – No
Edmondson – Aye
Rowan – Aye
Kaylor – Aye
Tholen – Aye
Mayor Lievsay – Aye

INTRODUCTION AND 1ST READING – BILL NO. 5314 – FISCAL YEAR 2024-25 BUDGET AMENDMENT

Councilmember Rowan introduced Bill No. 5314 amending the 2024-25 annual budget increasing the previously adopted and amended budget of $95,995,532 by $38,236,144 to $134,339,156. Deputy City Clerk Megan Rodgers made the first reading of Bill No. 5314 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Ericson moved to approve Bill No. 5314 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Tholen and carried unanimously.

2ND READING – BILL NO. 5314

Ms. Rodgers made the second reading of Bill No. 5314 by title. Councilmember Edmondson moved to adopt Bill No. 5314 upon its second reading and give it **ORDINANCE NO. 5417,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Brummel and carried with the following vote:

Ericson – Aye	Kaylor – Aye
Edmondson – Aye	Tholen – Aye
Rowan – Aye	Brummel – Aye
	Mayor Lievsay – Aye

MOTION TO TAKE FROM THE TABLE RESOLUTION 32-2025

Councilmember Ericson moved to take from the table Resolution 32-2025. Motion seconded by Councilmember Rowan.

Councilmember Ericson withdrew the motion.

PRESENTATION – PUBLIC OFFICIAL LIABILITY TRAINING

City Attorney Jennifer Baird presented Public Official Liability Training to the Mayor and Council.

MOTION TO TAKE FROM THE TABLE RESOLUTION 32-2025

Councilmember Kaylor moved to take from the table Resolution 32-2025. Motion seconded by Councilmember Ericson and carried unanimously.

STAFF REPORT

Associate Planner Shantele Frie reviewed the details of the request to appeal the Planning Commission decision regarding Tim Horton Master/Alternative Sign Plan.

APPLICANT

Applicant Roy Brown presented information regarding the request to appeal the Planning Commission decision regarding Tim Horton Master/Alternative Sign Plan.

RESOLUTION 32-2025 – TIM HORTON MASTER/ALTERNATIVE SIGN PLAN

Councilmember Edmondson moved to approve Resolution 32-2025. Motion seconded by Councilmember Brummel and failed with the following vote:

Edmondson – Aye	Tholen – No
Rowan – No	Brummel – No
Kaylor – No	Ericson – No
	Mayor Lievsay – Aye

COUNCIL COMMENTS

Councilmember Kaylor: New turf was installed at Hidden Valley baseball and softball fields.

Councilmember Edmondson: Provided information regarding the Exceptionals softball league that plays at Hidden Valley Sports Complex.

Councilmember Ericson: Mother's Day is on May 11, 2025.

MAYORAL ANNOUNCEMENTS

- Fishing Derby will be hosted by Parks and Recreation on May 10, 2025, at Rotary Park.

ADJOURNMENT

At 7:26 p.m., there was no further business to come before the Council, Councilmember Kaylor moved the meeting be adjourned. Motion seconded by Councilmember Ericson and carried unanimously.

CITY OF BLUE SPRINGS

ATTEST

_____
Chris Lievsay, Mayor

_____
Megan Rodgers, Deputy City Clerk

CITY OF BLUE SPRINGS, MISSOURI
MINUTES OF COUNCIL STRATEGIC PLANNING
MAY 7, 2025

A Strategic Planning meeting of the City Council of the City of Blue Springs, Missouri, was held on Wednesday, May 7, 2025, 9:00 a.m. in the Administrative Training Room of the Blue Springs City Hall, 903 W. Main Street with Mayor Chris Lievsay presiding.

COUNCILMEMBERS IN ATTENDANCE

Jerry Kaylor
Katie Tholen
Nick Brummel
Galen Ericson
Kent Edmondson
Jeremy Rowan

Also present were City Administrator Christine Cates, Assistant City Administrator Dennis Dovel and Assistant to the City Administrator George Schmitz.

CALL MEETING TO ORDER

Mayor Lievsay called the Strategic Planning Session to order at 9:00 a.m.

STRATEGIC PLANNING

Maddi Powers Spencer, Michelle Kennedy, and Caitlin Phillips with BerryDunn facilitated the Strategic Planning Session and gave a presentation outlining responses to questions relating to the City's goals and vision. A copy of the presentation is attached to these Minutes and incorporated herein for reference. Council discussed a Mission Statement, Vision Statements, Core Values, and Strategic Priorities for the City.

NEXT STEPS

The next steps in the Strategic Planning process were discussed and include:

- BerryDunn present a draft Strategic Plan at a June City Council Work Session.
- The Strategic Plan will be presented to the City Council for adoption in July.

ADJOURN

Mayor Lievsay adjourned the meeting at 2:30 p.m.

CITY OF BLUE SPRINGS

ATTEST:

_____
Chris Lievsay, Mayor

_____
George Schmitz, Assistant to the City Administrator



City of Blue Springs
Plan Development: City Council Day 1

May 7, 2025

BerryDunn

The City of Blue Springs Missouri

Agenda



- Review Environmental Scan and SWOC Analysis
- Develop the City's Mission Statement
- Develop the City's Vision Statement
- Develop Guiding Principles
- Develop Strategic Priorities
- Develop Strategic Goal Statements

Introducing Our Team



Maddison Powers Spencer

Project Manager and Facilitator



Michelle Kennedy

Facilitator

Guidelines for Effective Participation



Speak from your own perspective using “I” statements.

Respect others’ viewpoints while listening respectfully and intently.

Stay focused on the discussion at hand.

Ask questions.

Speak in “we” statements when reporting out from breakout discussions.

Strategic Plan: What and Why?

Why does the City need a Strategic Plan?



The City Strategic Plan will:

- Help set a clear direction for its future by outlining goals and objectives
- Help prioritize use of resources and help ensure resources are allocated to best meet new goals and objectives
- Focus City efforts on the areas identified as most critical to achieving its desired outcomes and adapt its plans as circumstances change

What is a Strategic Plan?

STRATEGIC PLAN



WHAT the City will prioritize and focus on



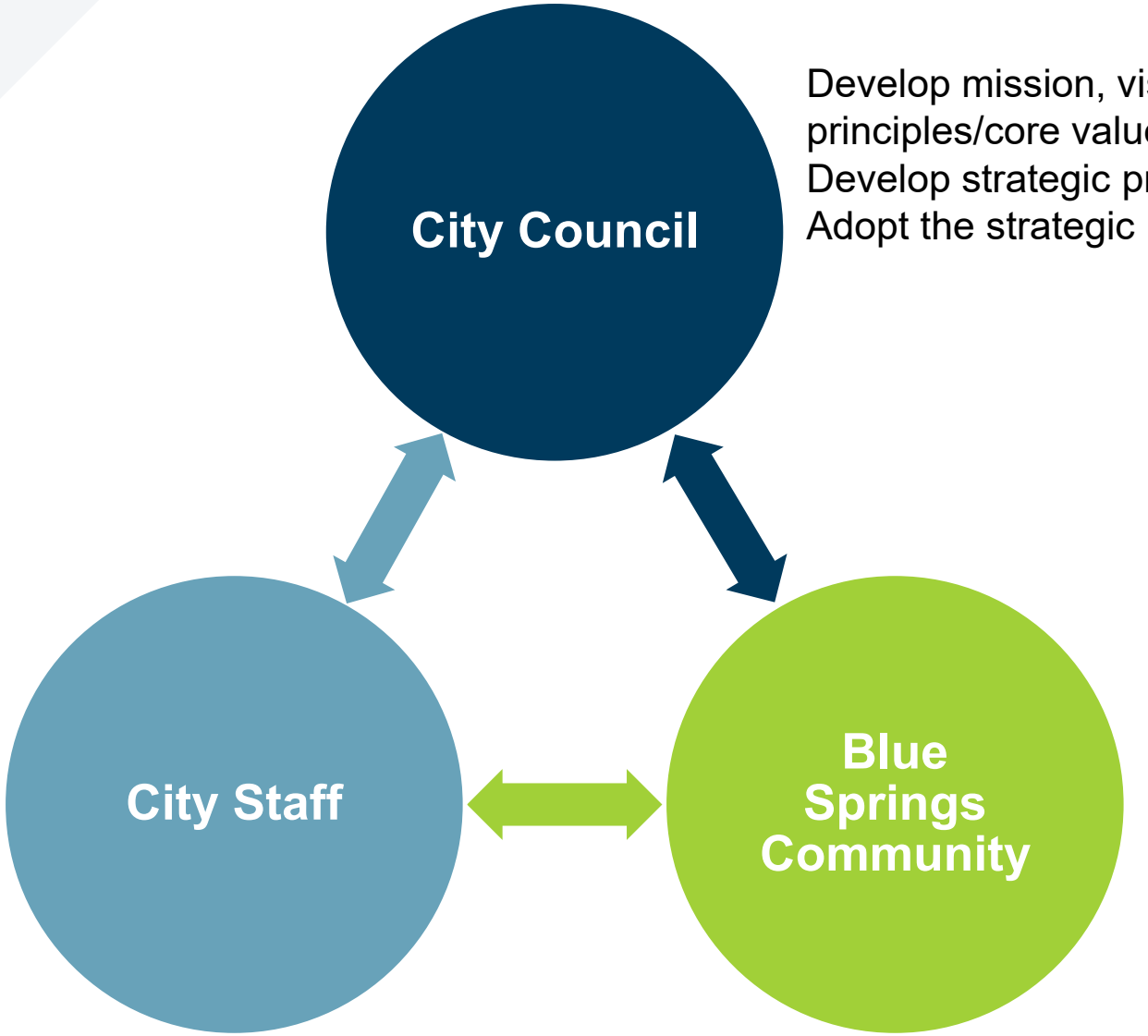
A **LIVING DOCUMENT** that guides decision making



A **TOOL** for government transparency and accountability

HOW the City carries out its strategy to reach the vision, priorities, and goals is defined in the **Implementation Plan**

Plan Development



Develop mission, vision, and guiding principles/core values
Develop strategic priority areas and goals
Adopt the strategic plan

Refine goal statements, create objectives, outcomes, and performance measures
Develop an implementation plan

Assist in developing the City's mission and vision statement

Strategic Plan Elements

Mission

What you do now
For whom
How you do it



Strategic Priorities

What are the focus areas to move toward the vision?

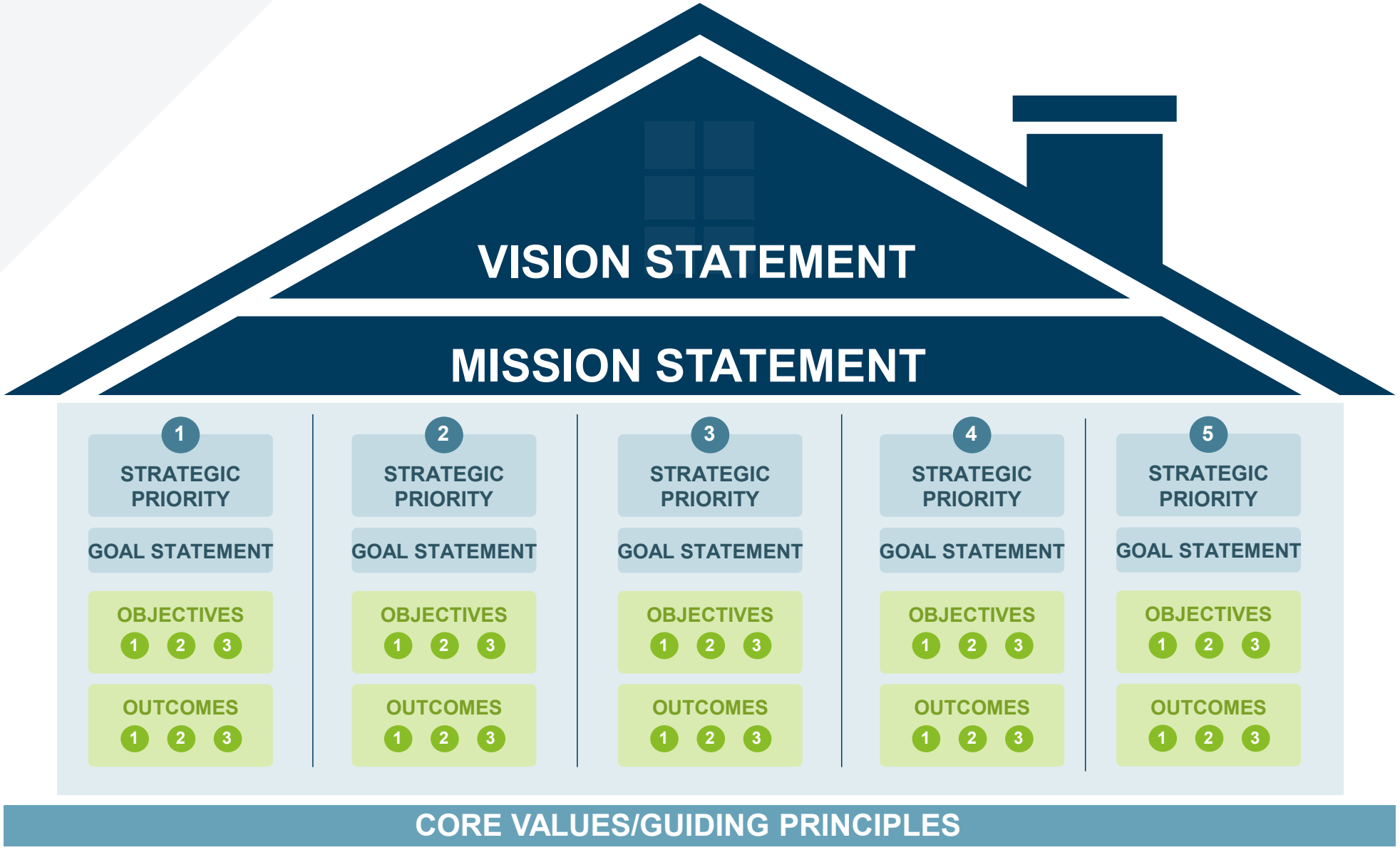
Vision

Where you're going?
What you want to achieve for the community?

Guiding Principles/ Core Values

How the organization carries out its mission
How the City interacts with the community

How do Strategic Plan elements fit together?



Environmental Scan



An **environmental scan** presents current and anticipated events and their relationships within an organization's internal and external environments.

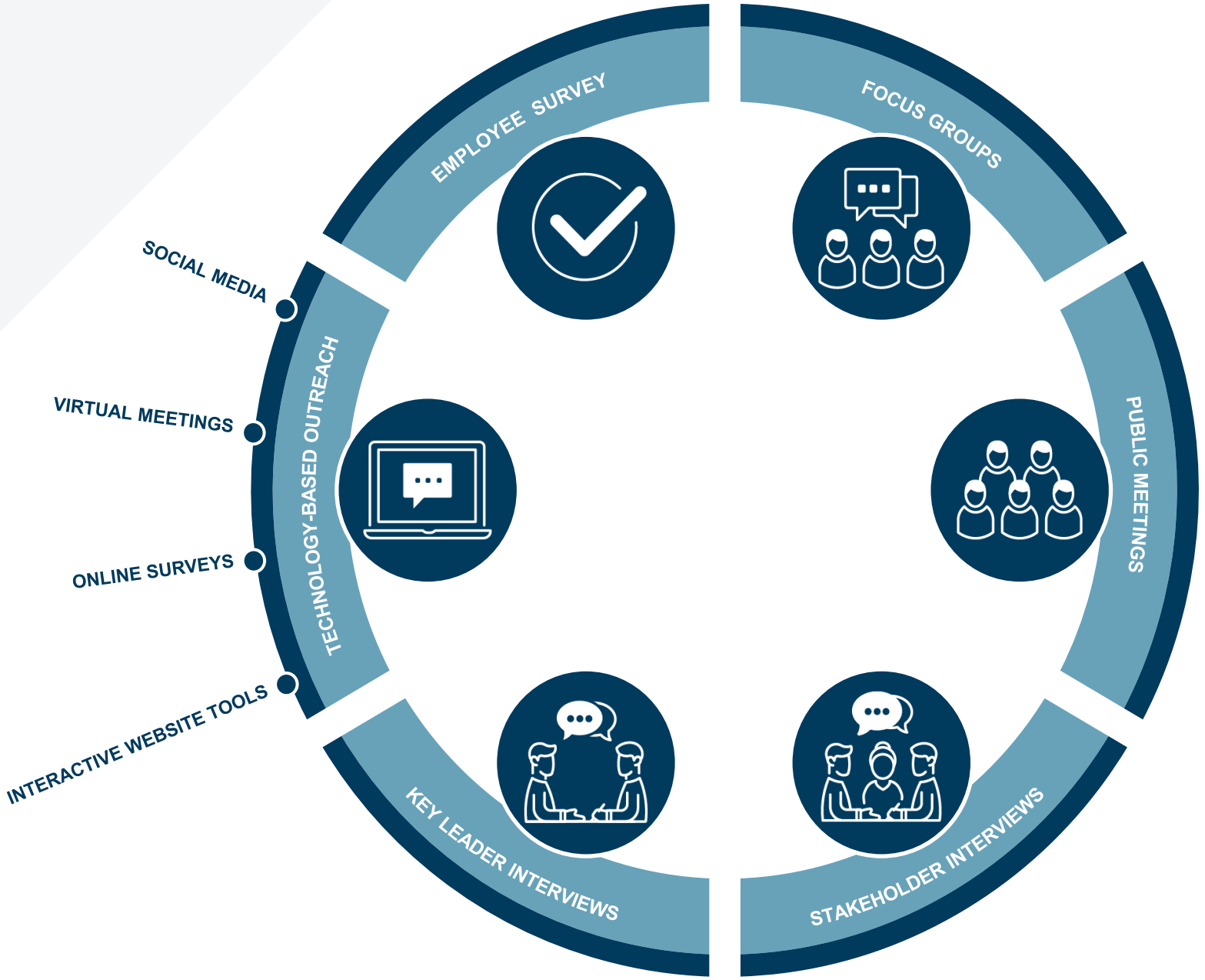
The scan serves as a basis of determining the future direction of the organization.

Existing City Data



- 2024 – 2025 City of Blue Springs Budget
- City of Blue Springs Community Profile
- 2021 Citizen ETC Survey
- 2015 Strategic Plan
- 2014 Comprehensive Plan
- Blue Springs Resident Guide

Engagement


EMPLOYEE SURVEY
FOCUS GROUPS
PUBLIC MEETINGS
STAKEHOLDER INTERVIEWS
KEY LEADER INTERVIEWS
TECHNOLOGY-BASED OUTREACH
SOCIAL MEDIA
VIRTUAL MEETINGS
ONLINE SURVEYS
INTERACTIVE WEBSITE TOOLS

What Sources Inform the Strategic Planning Process?



Community and employee input including individual interviews, group interviews, written responses, and three community forums



Social Pinpoint Strategic Planning website including a survey and discussion board



City, County, and regional demographic and economic data



Previously mentioned existing data

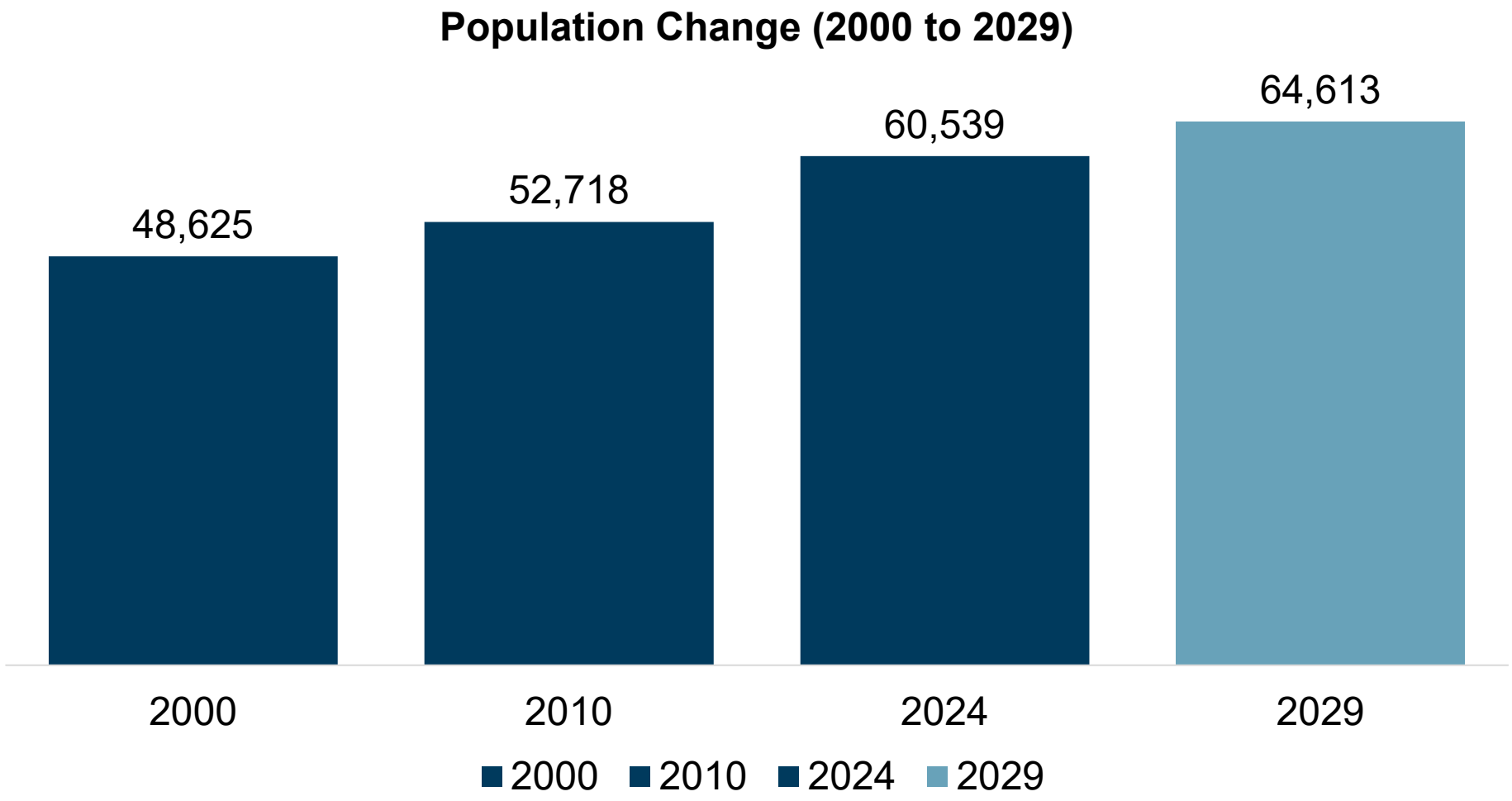


City Council and staff development sessions

City of Blue Springs
Community Profile



Demographics: Population

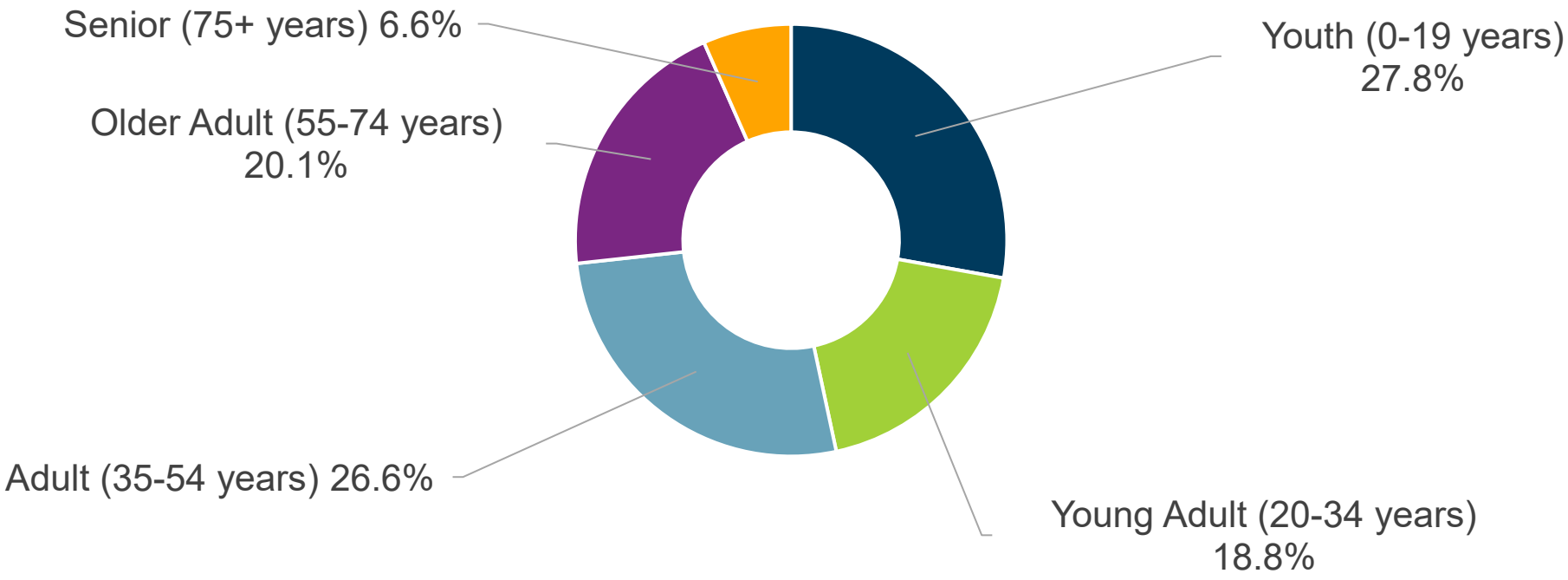


Source: Blue Springs Community Development Department Data 2025

Demographics: Age

37.3
Age median age

Age Change Over Time (2024 – 2029)

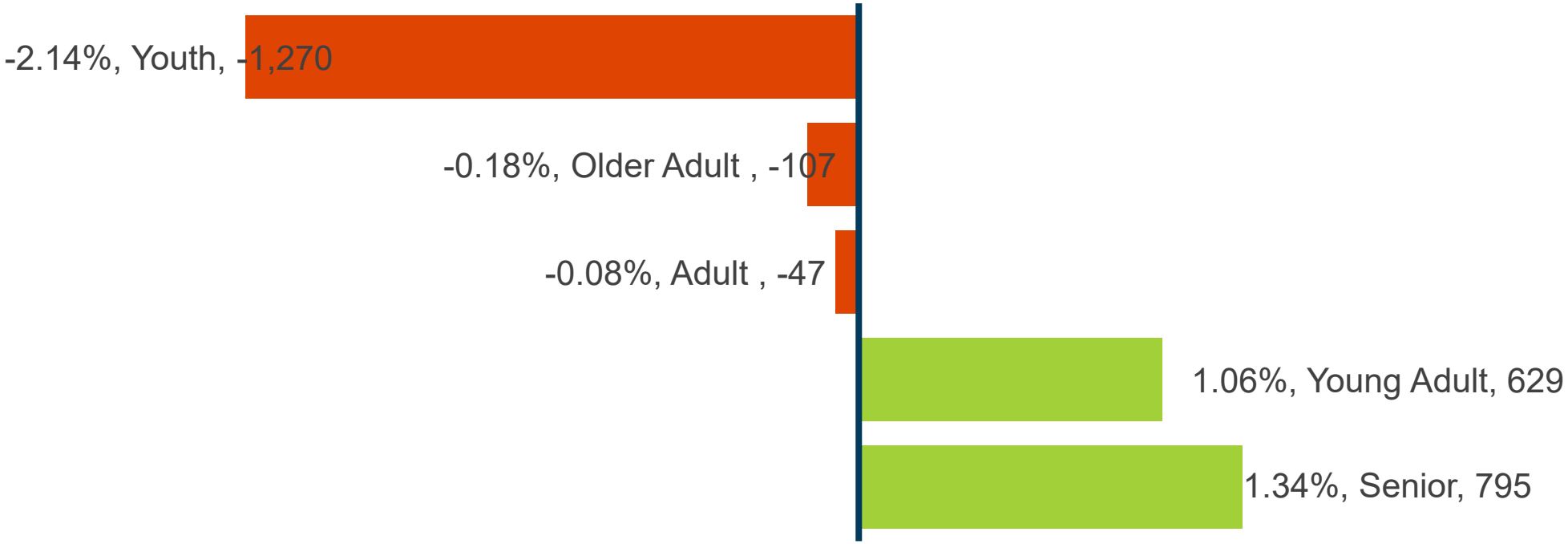


Source: Blue Springs Community Development Department Data 2025

Demographics: Age

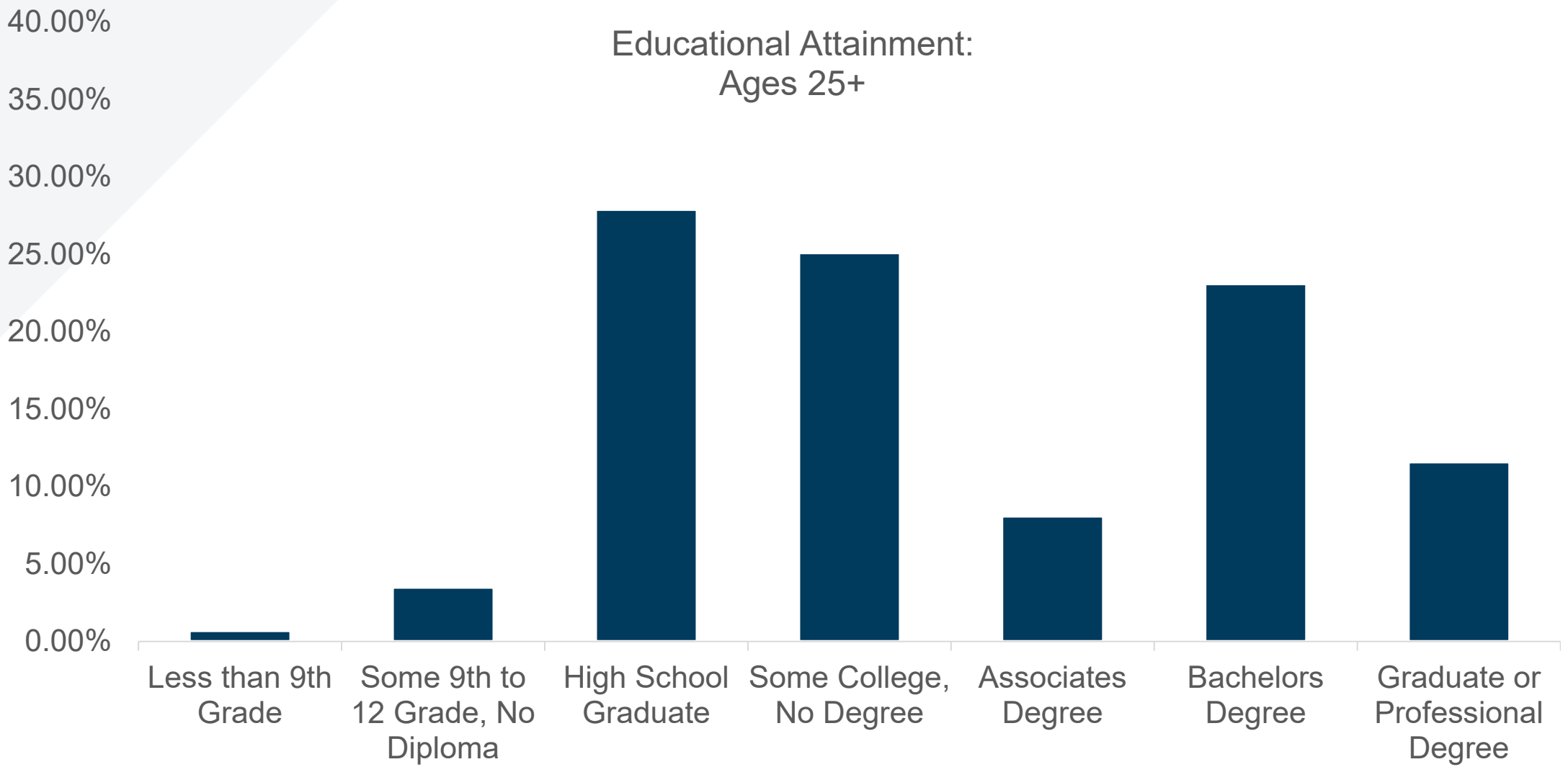
37.3
Age median age

Age Change Over Time (2024 – 2029)



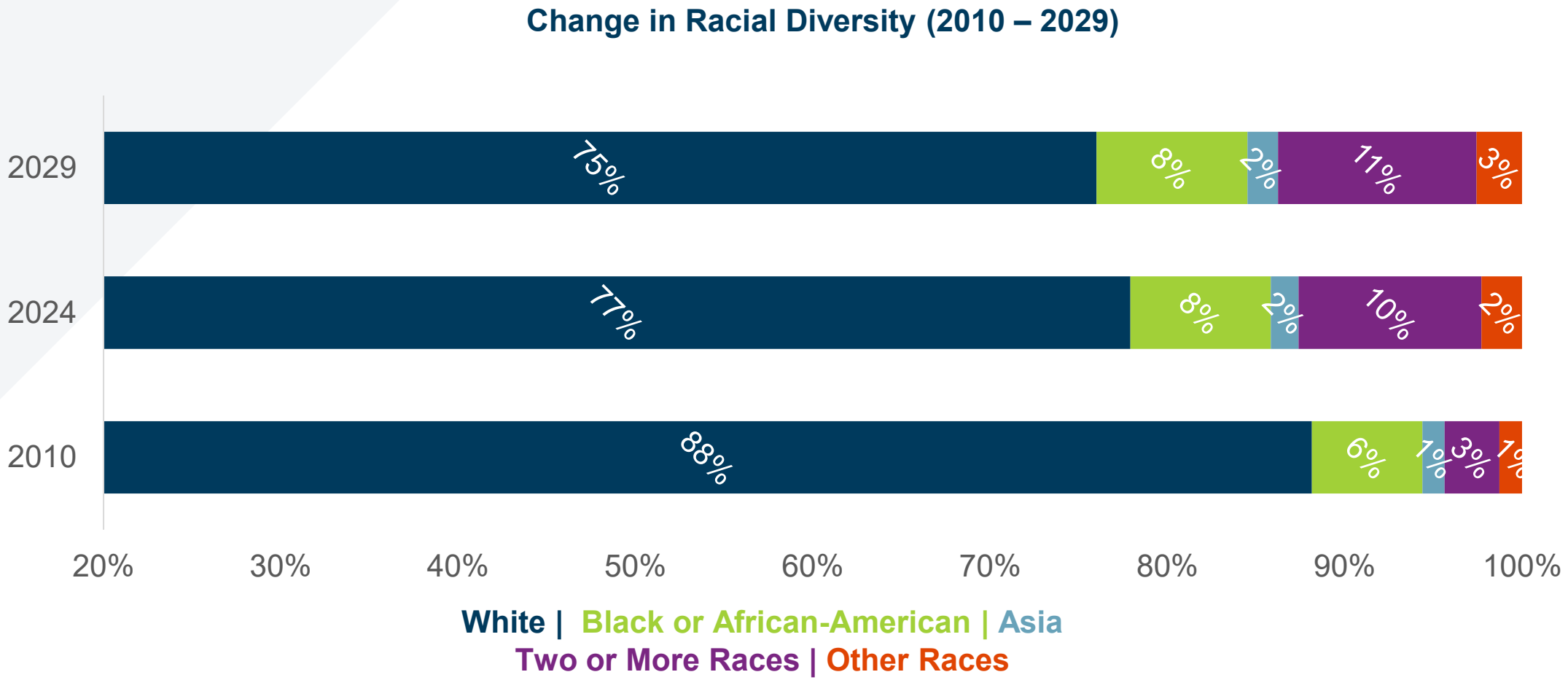
Source: Blue Springs Community Development Department Data 2025

Demographics: Education



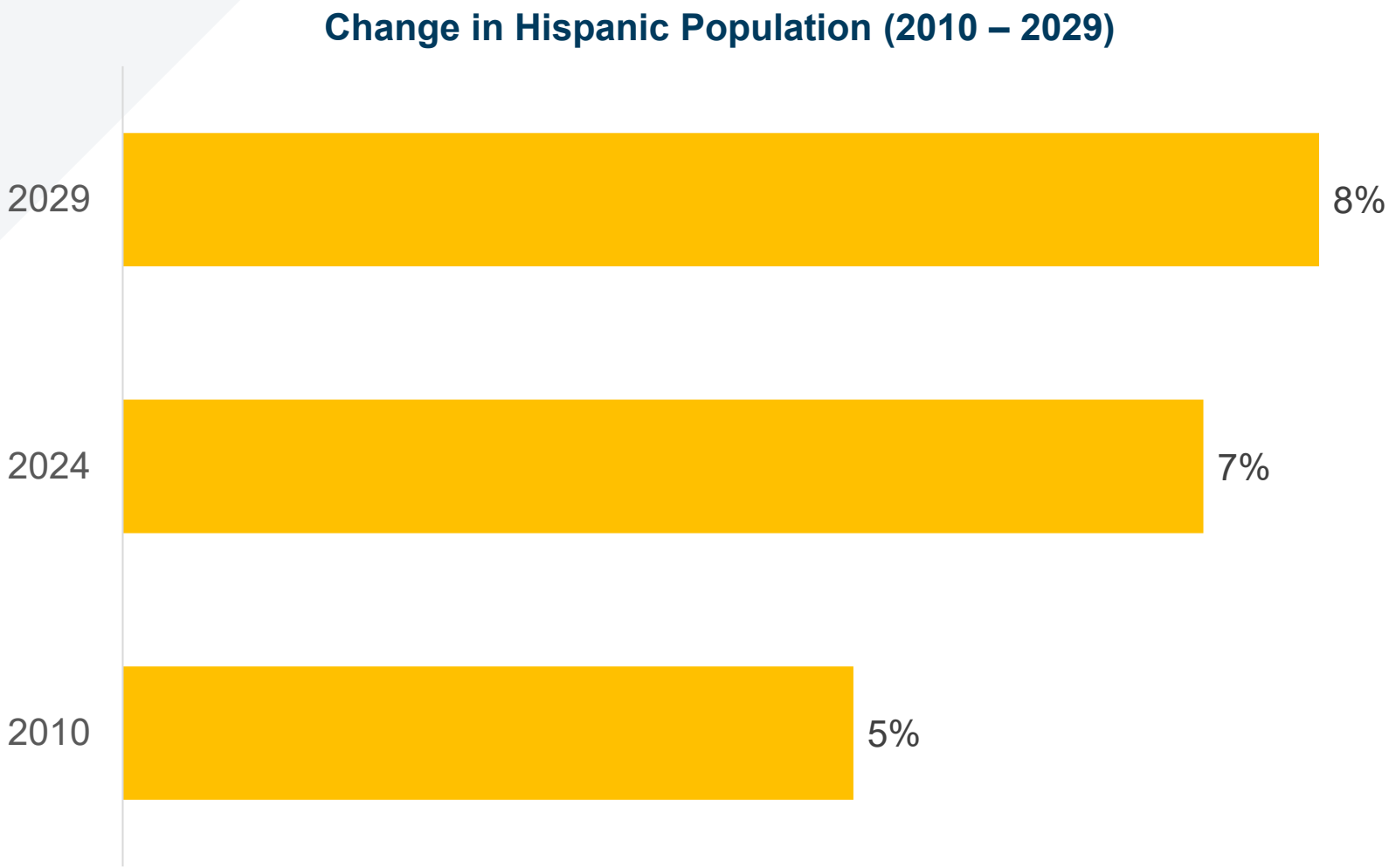
Source: American Community Survey 2023

Demographics: Race and Ethnicity



Source: Blue Springs Community Development Department Data 2025

Demographics: Race and Ethnicity



Source: Blue Springs Community Development Department Data 2025

Cost of Living Indicators

- Blue Springs $84,075
- Jackson County $66,055

Median Household Income

- Blue Springs 7%
- Jackson County 11.7%

Residents in Poverty

- Blue Springs 95.7%
- Jackson County 91.7%

High School Graduate or Higher

- Blue Springs 2.4%
- Jackson County 3.6%

Unemployment Rates

- Blue Springs $241,500
- Jackson County $213,300

Median Home Value

- Blue Springs $1,636
- Jackson County $1,581

Median Gross Mortgage

- Blue Springs $1,213
- Jackson County $1,151

Median Gross Rent

- Blue Springs 68.7%
- Jackson County 58.8%

Owner-occupied Housing Units

- Blue Springs 19.3%
- Jackson County 17.1%

Gross Rent as a % of Household Income

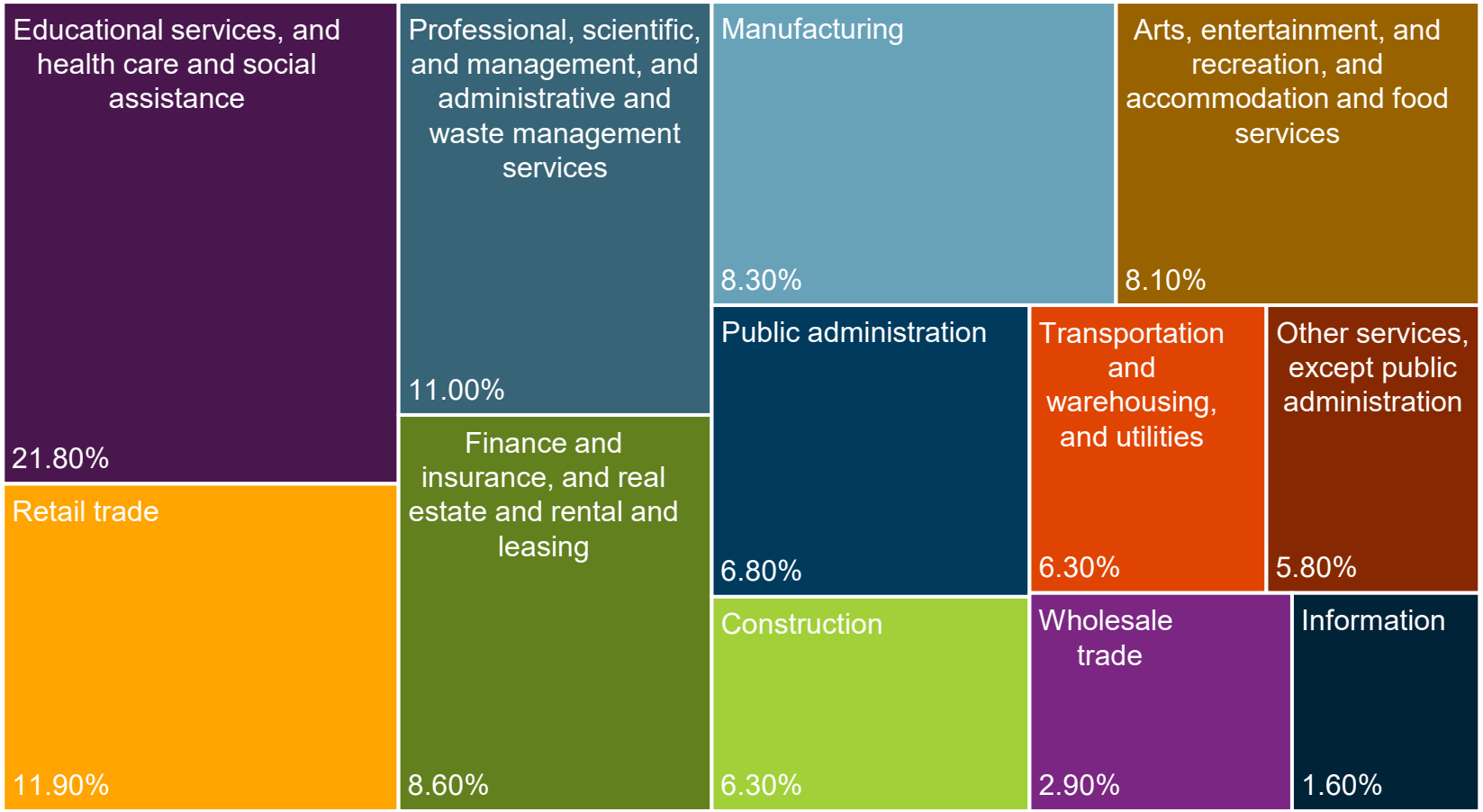
Source: U.S. Census Bureau, 2010 and 2020, American Community Survey 2023

Employment by Industries

The most common employment sectors for those who live in the City are:

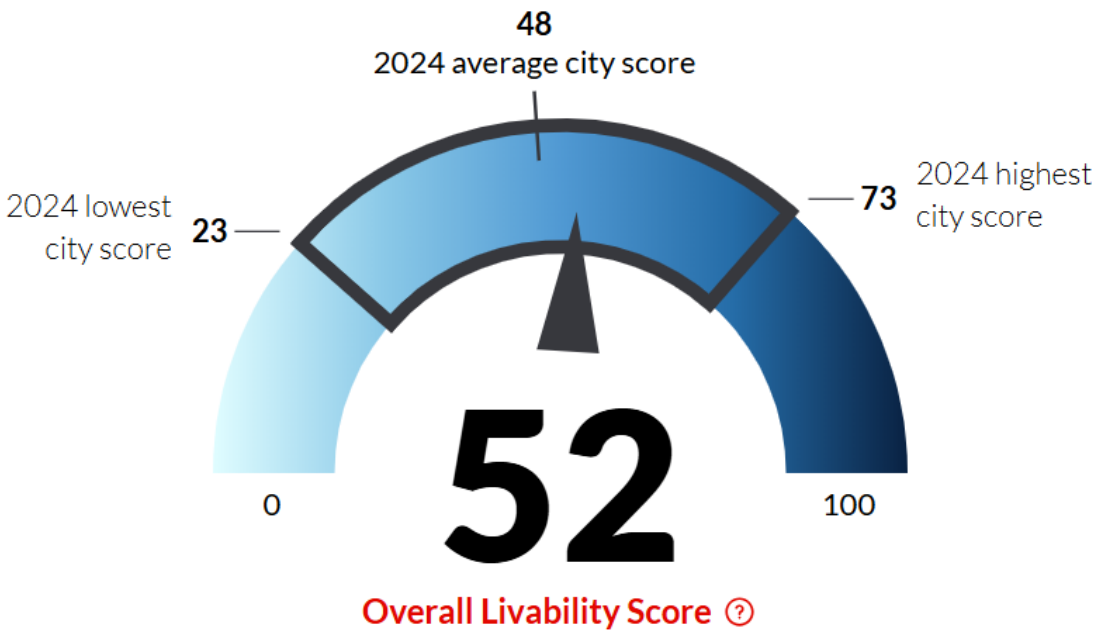
- Educational services, and health care and social assistance
- Retail Trade
- Professional, scientific, and management, and administrative and waste management services

This chart illustrates share breakdown of primary industries for residents of Blue Springs though some of these residents may live in the City and work somewhere else.



Source: US Census Bureau, American Community Survey 2023

Livability Index



This is in the **top half** of **communities** in the U.S.

The factors that determine this score include

- Housing – affordability and access **(48)**
- Neighborhood – proximity and security **(48)**
- Transportation – safety and convenience **(46)**
- Environment – clean air and water **(60)**
- Health – prevention, access and quality **(45)**
- Engagement – civic and social involvement **(48)**
- Opportunity – inclusion and possibilities **(65)**

Source: AARP.org 2025 Livability Index



Community and Stakeholder Perspectives on the City's Future



Analysis of Community Input

- Multiple data gathering points
  - Similar sentiments throughout the community
- Community forums and Social Pinpoint are new data sources.
  - Responses in these areas were compiled, analyzed, and coded by theme.
  - A response, idea, or comment had to be mentioned multiple times to be listed as a theme.
- Themes are identified as possible strategic priorities for Council consideration.

How People Engaged with the Planning Process

300+ contributors and 1,300+ information reached or engaged

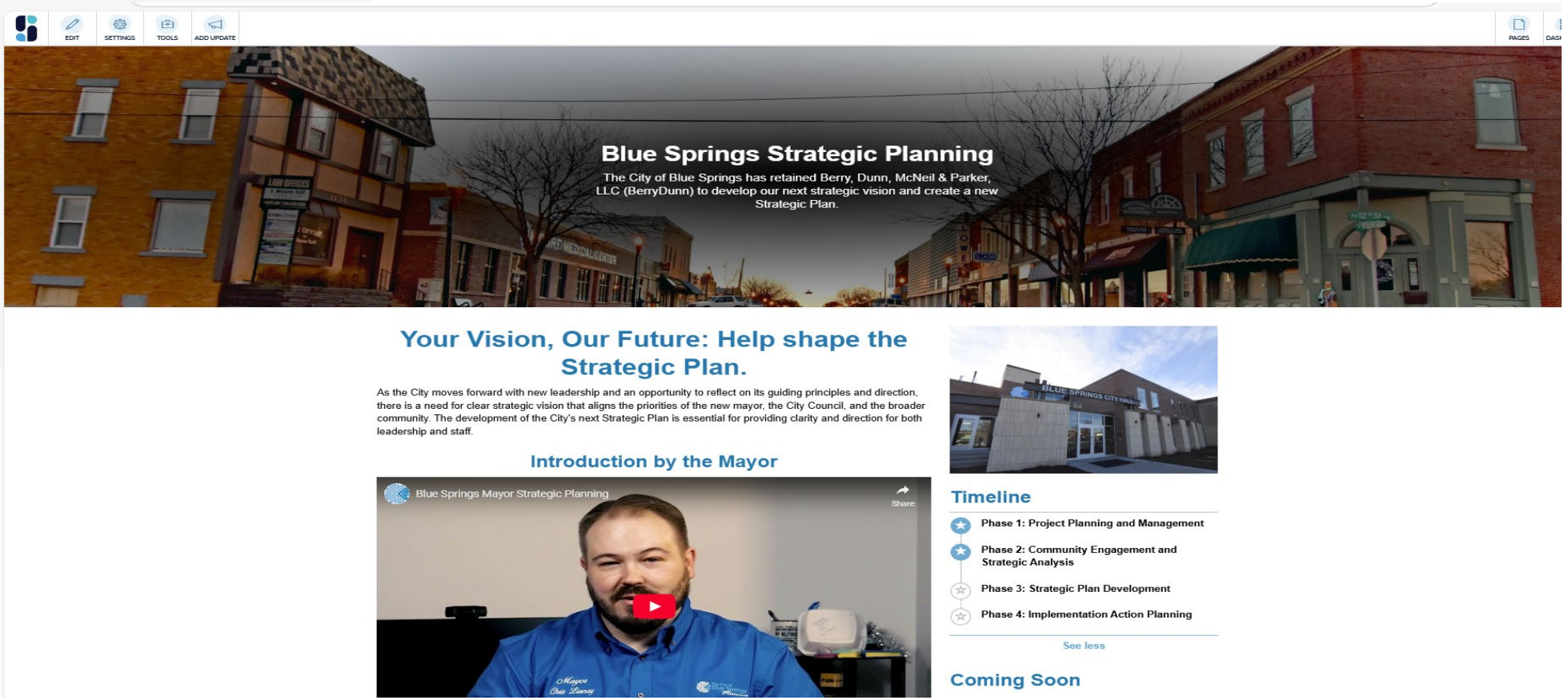
In-Person

- Community forums in-person
- Pop-ups at recreation center
- Group and individual interviews

Virtual

- Social Pinpoint site
- Employee survey

Social Pinpoint Site

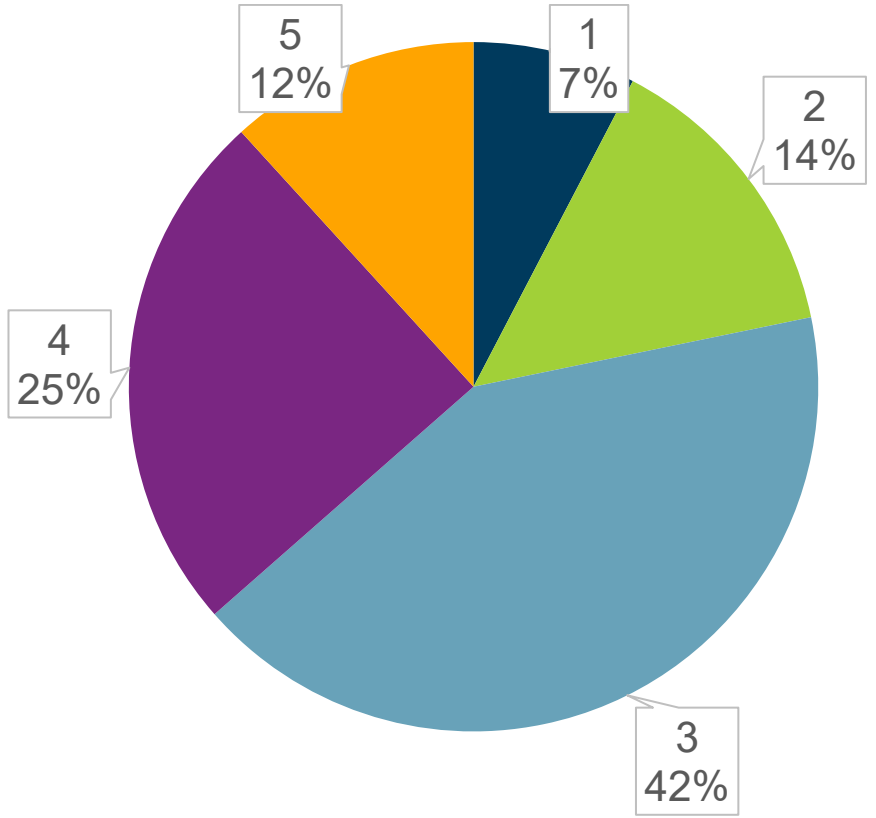


Performance Summary

1,888	1,601	1,271	348	230
Views	Visits	Visitors	Contributions	Contributors

Social Pinpoint:
Confidence in the City in Five Years

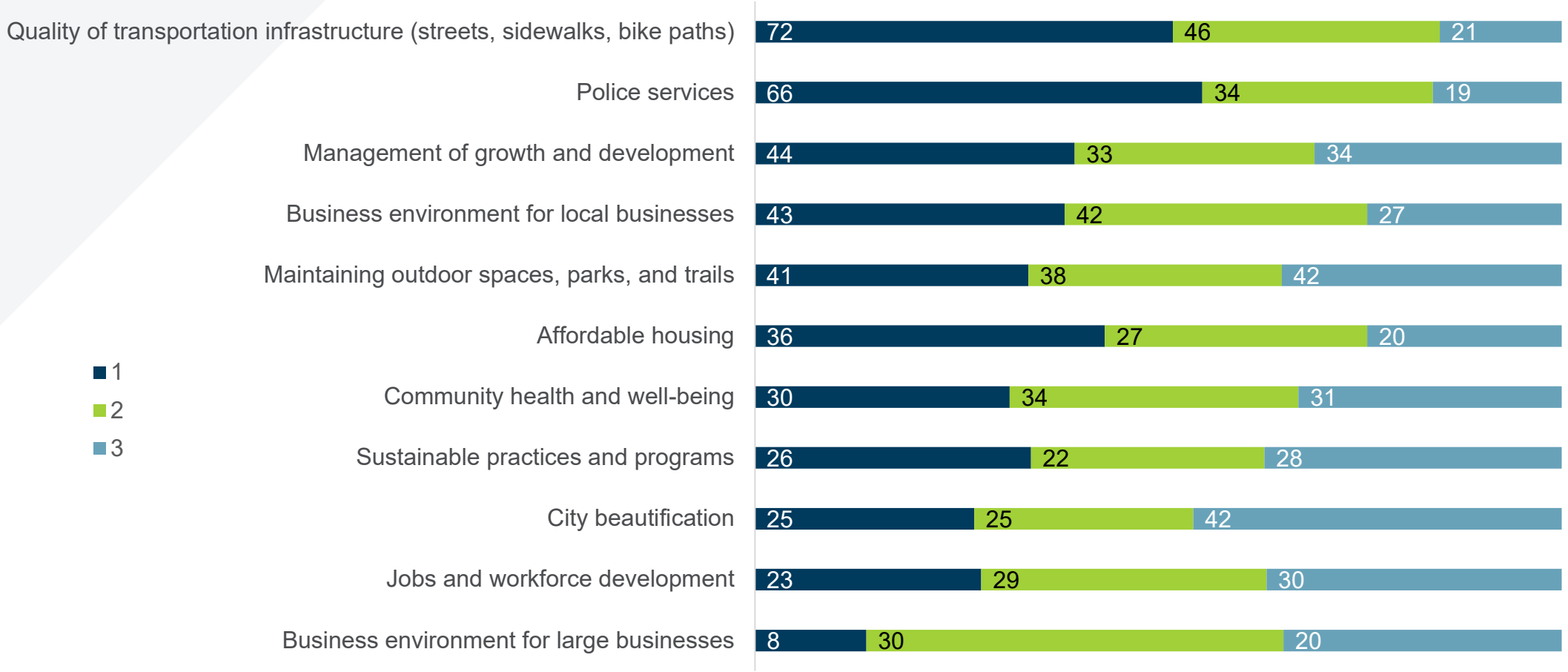
On a scale of 1 to 5, with 5 being most confident and 1 being least confident, how confident are you that the City will be an even better place to live five years from now?



387 responses

Source: 2025 BerryDunn Social Pinpoint Community Survey

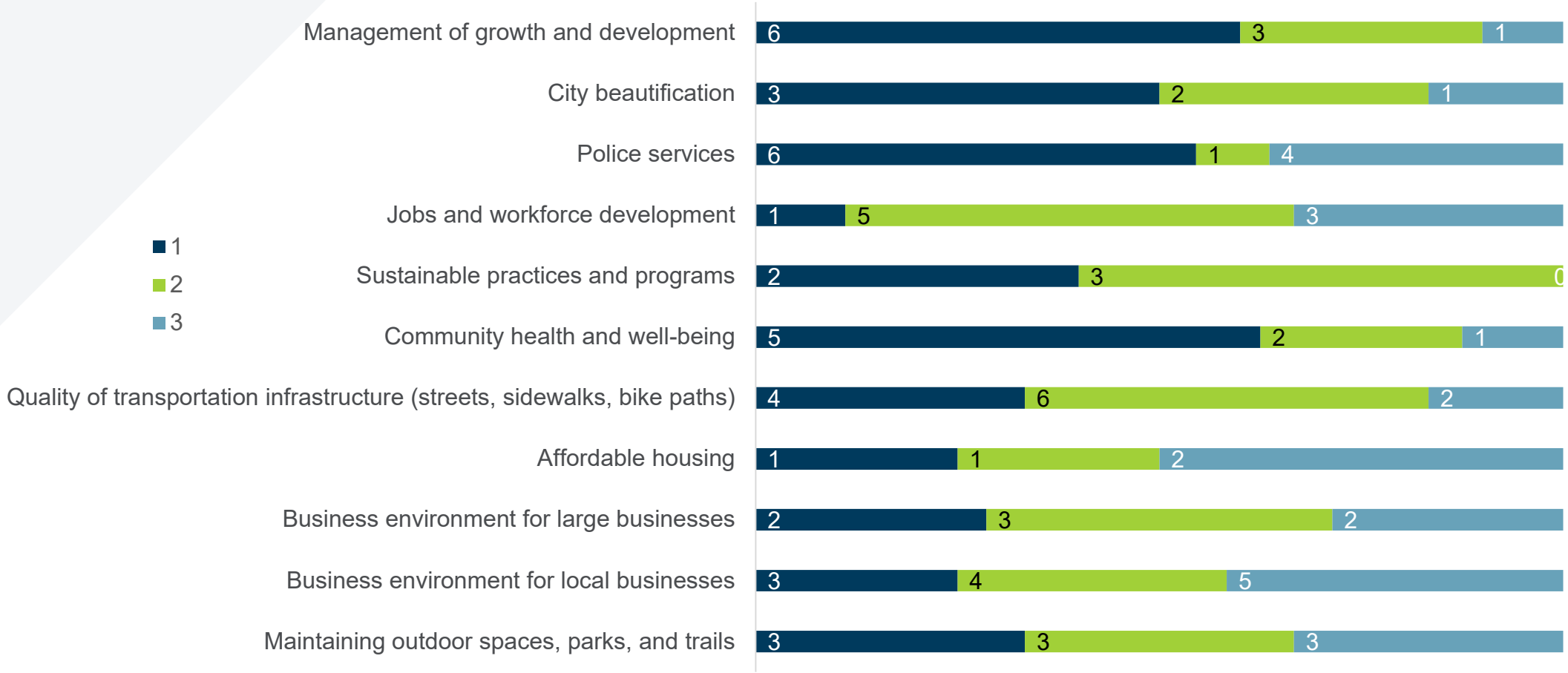
Most important areas City of Blue Springs should prioritize in its next strategic plan:



**Choose five answers.*
387 responses

Source: 2025 BerryDunn Social Pinpoint Community Survey

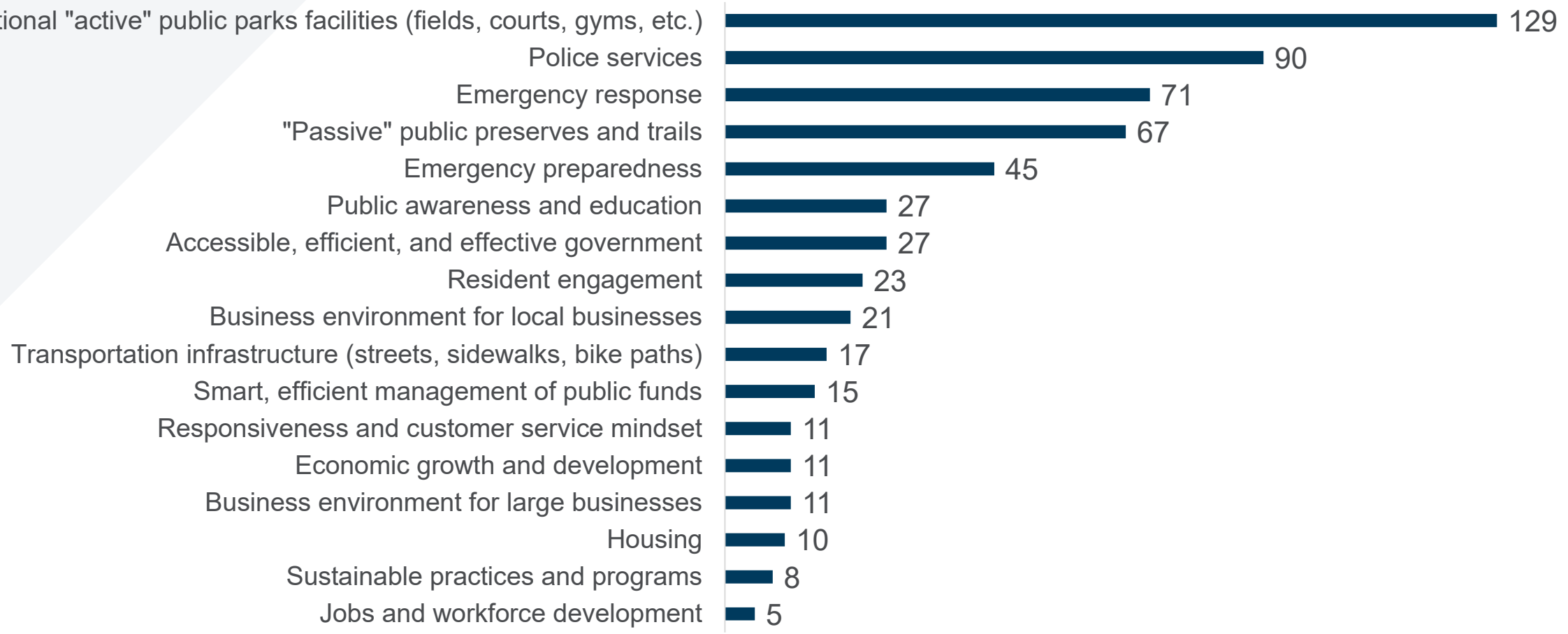
City Leadership: Most important areas City of Blue Springs should prioritize in its next strategic plan:



*Choose five answers. (top 3 displayed)
15 responses

Source: 2025 BerryDunn City Leadership Survey

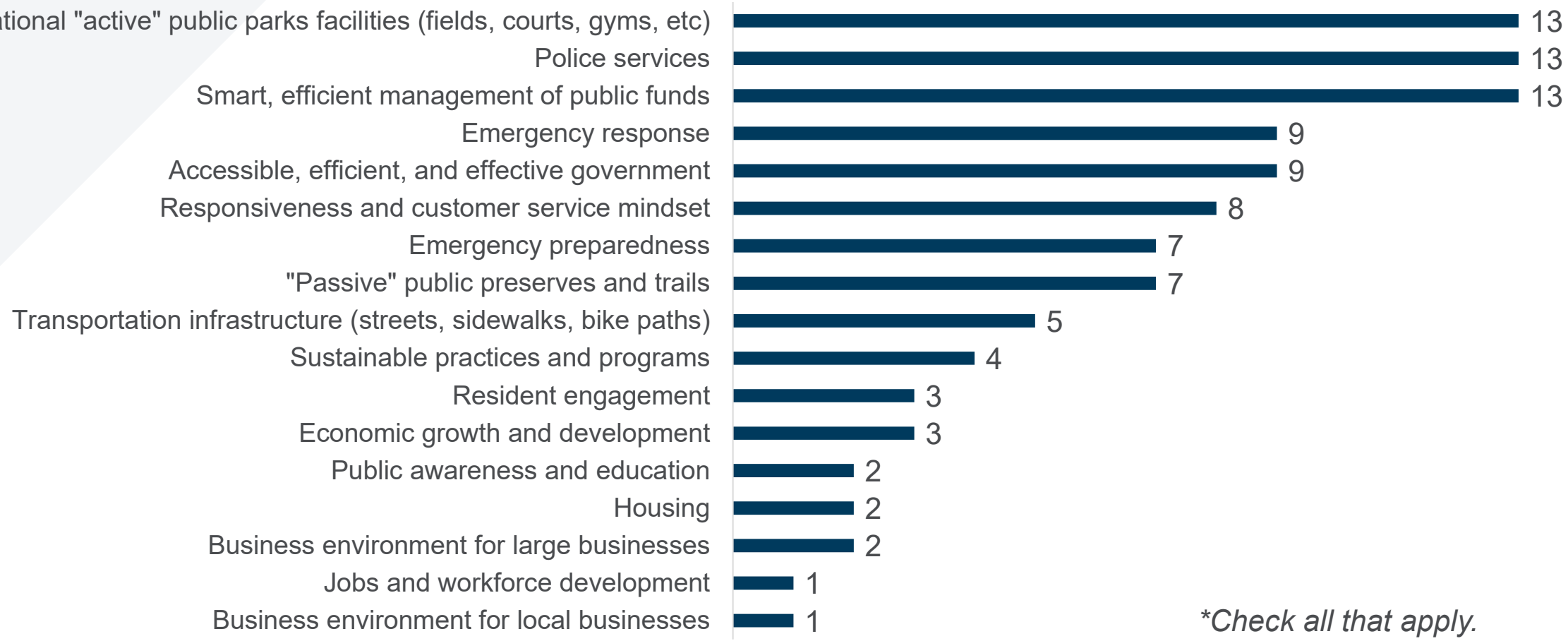
What are some things that the City of Blue Springs government does well?



**Check all that apply.*
387 responses

Source: 2025 BerryDunn Social Pinpoint Community Survey

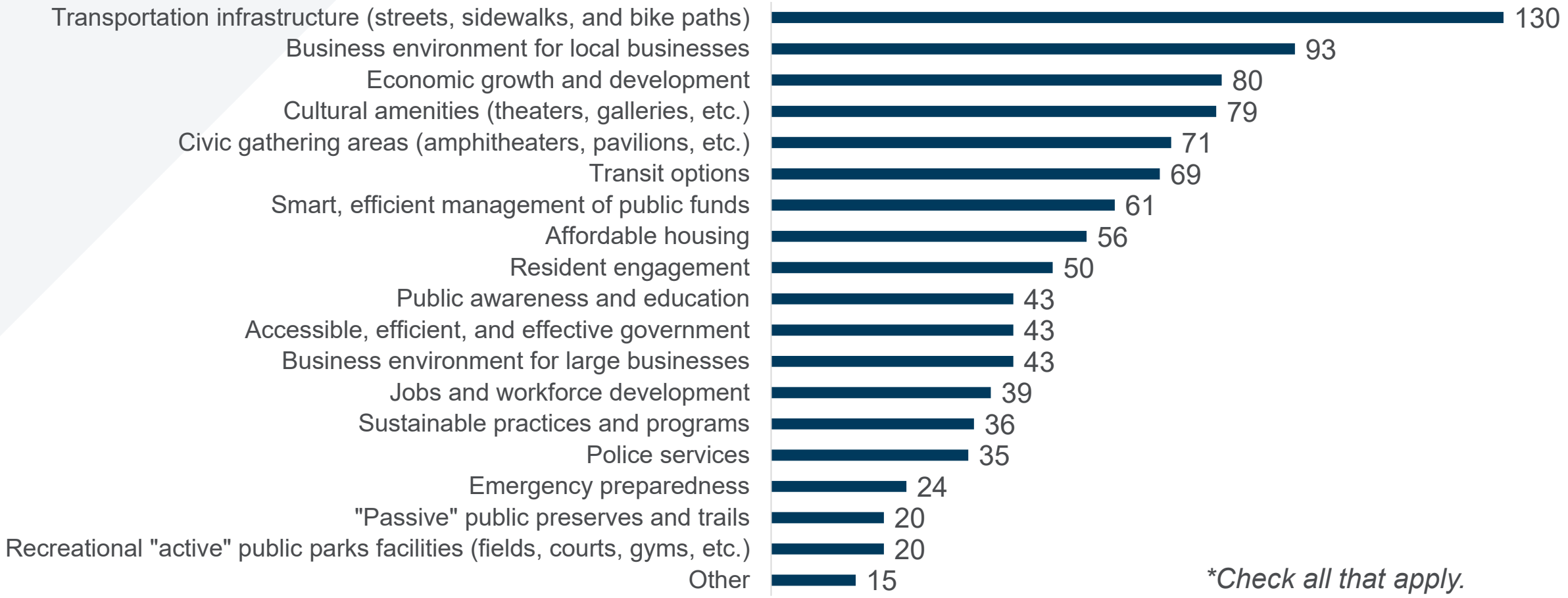
What are some things that the City of Blue Springs government does well?



**Check all that apply.*
15 responses

Source: 2025 BerryDunn City Leadership Survey

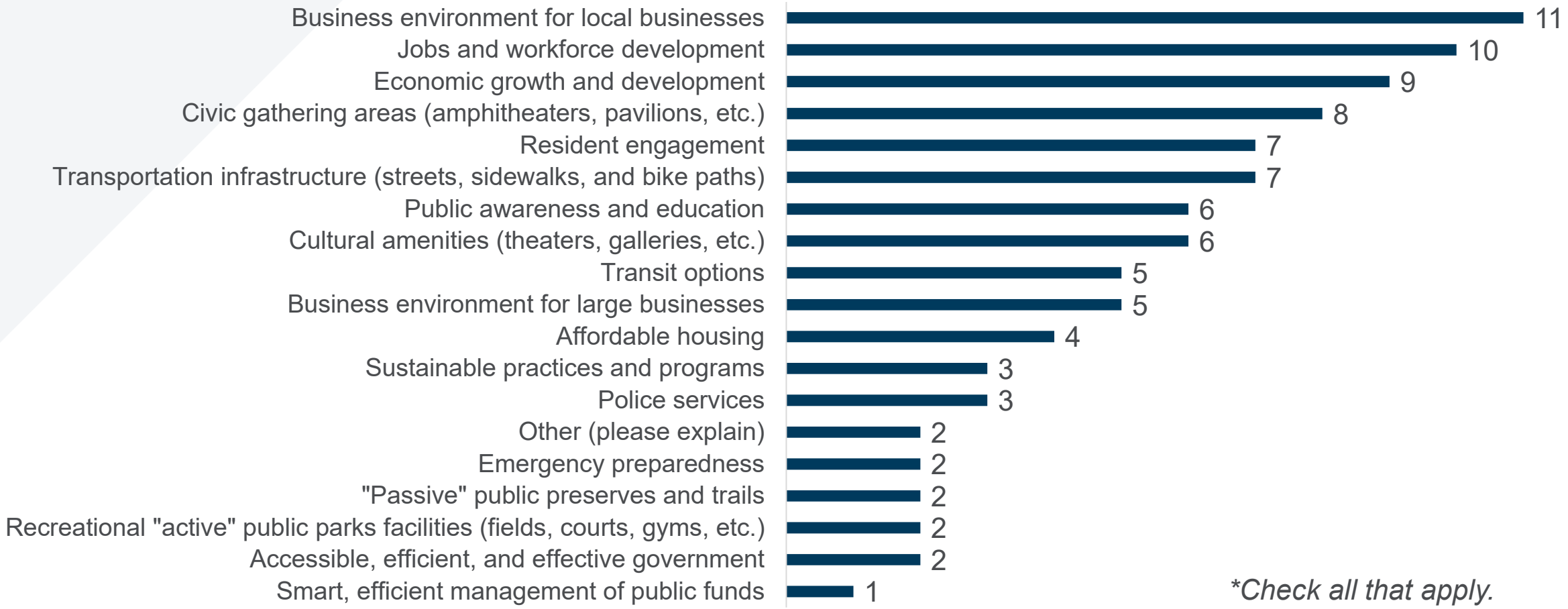
What are some things that the City of Blue Springs government could do better?



**Check all that apply.*
387 responses

Source: 2025 BerryDunn Social Pinpoint Community Survey

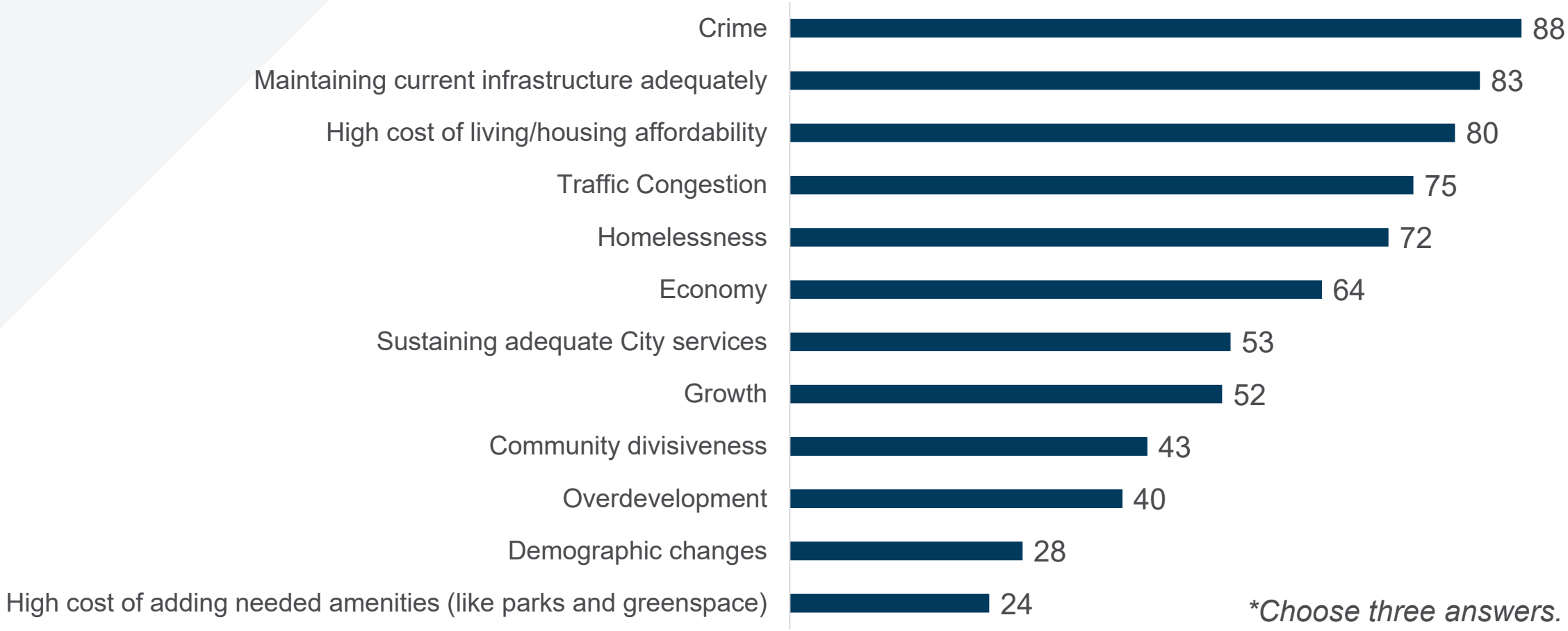
What are some things that the City of Blue Springs government could do better?



**Check all that apply.*
15 responses

Source: 2025 BerryDunn City Leadership Survey

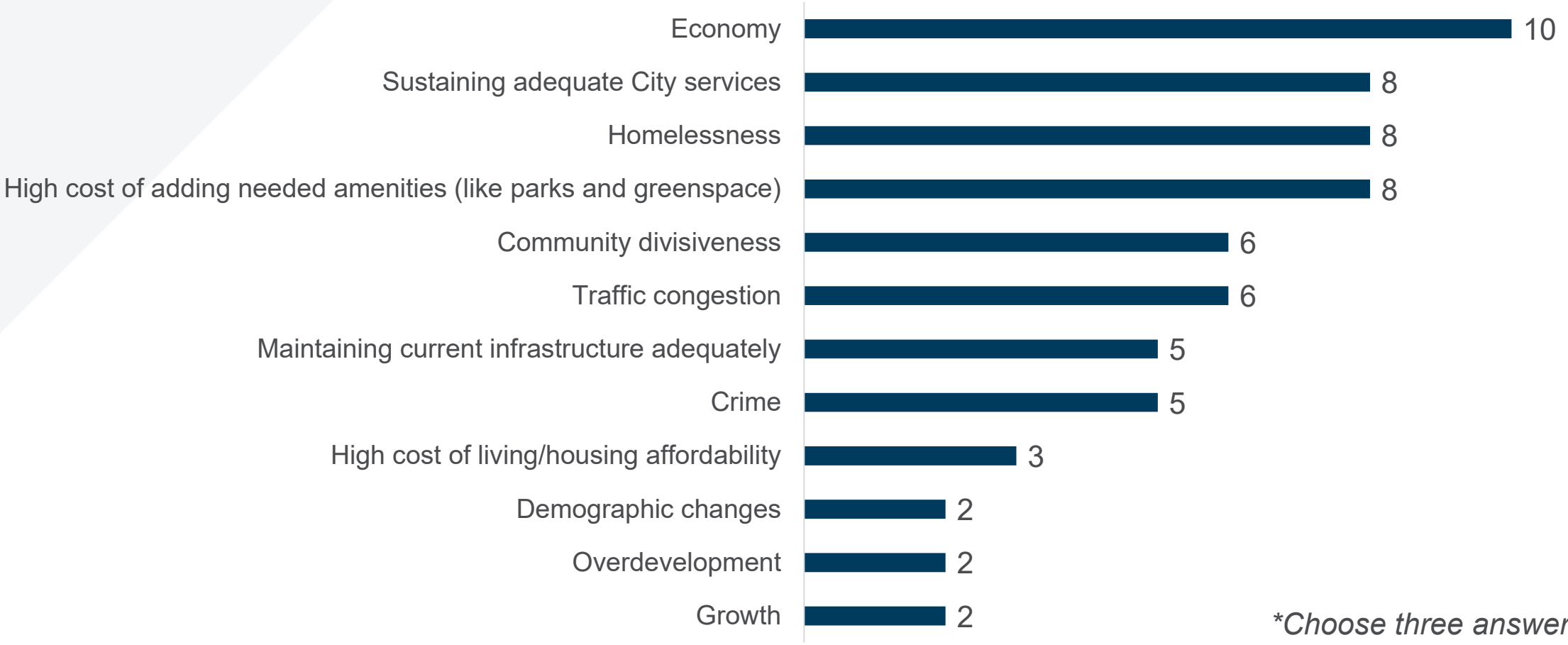
What do you foresee as the biggest challenges over the next 5 years?



**Choose three answers. 387 responses.*

Source: 2025 BerryDunn Social Pinpoint Community Survey

What do you foresee as the biggest challenges over the next 5 years?



*Choose three answers.
15 responses.*

Source: 2025 BerryDunn Social Pinpoint City Leadership Survey

Community Forum Common Themes



Economic and Business Opportunity



Neighborhood Cleanliness



Art and Cultural Expression



Transportation



Education



Public Safety



Housing Opportunities



Infrastructure & Roads

**A total of 60 community members attended three sessions.*

Source: 2025 BerryDunn Community Forums with City of Blue Springs

External Stakeholder Common Themes



Youth, Senior, and Family Services



Access to Support Services



Downtown Revitalization



Transportation & Mobility



Education and Civic Engagement



Public Safety



Housing Instability



Lack of Coordination

Source: 2025 BerryDunn Stakeholder Interviews

Internal Stakeholder Common Themes



Infrastructure



Staffing Changes



Sustainable Development



Transportation & Mobility



Council Leadership



Communications Opportunities



Technology Improvement



Community Branding

Source: 2025 BerryDunn Stakeholder Interviews



Overall Top Themes on Vision for the Future

Summary of Findings



Community Well-Being & Social Services



Economic Development, Jobs, and Downtown Revitalization



Infrastructure and Mobility



Leadership and Strategic Alignment



Communication and Engagement



Partnerships and Collaboration

SWOC



Strengths

Weaknesses

Opportunities

Challenges

SWOC Analysis

A SWOC analysis assesses the organization’s current position before deciding on any strategies.

Using a SWOC analysis allows the City to make the most of its strengths and reduces the chances of failure by understanding what is lacking and eliminating obstacles that get in the way of effective strategy.

The SWOC outcome is that Council members gain insight from the community to inform the development of the strategic plan. Council members have a common understanding of the current environment of the City to inform decisions.

SWOC Analysis

What are the strengths of the community and city government? What weaknesses need to be considered? What are opportunities that can be capitalized on? What challenges may the community face now or in the future?

Strengths	Weaknesses
• Desire for Economic Growth • Community Engagement & Faith Based Support • Public Safety • Community Health Resources • Public Amenities and Parks	• Leadership and Internal Capacity • Infrastructure and Maintenance Issues • Communication Gaps • Siloed Operations
Opportunities	**Challenges**
• Housing Instability and Homelessness • Economic Development Barriers • Regional Coordination • Transportation and Mobility Challenges	• Branding and Community Identity • Downtown Revitalization • Technology and Infrastructure Improvements • Expand Social Services and Coordination • Regional Partnerships and Economic Growth

Environmental Scan Discussion



What did the environmental scan and SWOC information reveal to you?



Did you learn anything new?



Which themes are the most important in shaping your thinking about the future direction of the City?

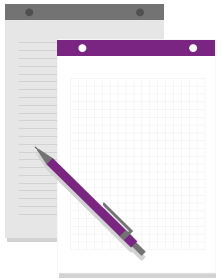


Strategic Planning Session: Day 1 with Council

Guidelines for Consensus Building and Brainstorming

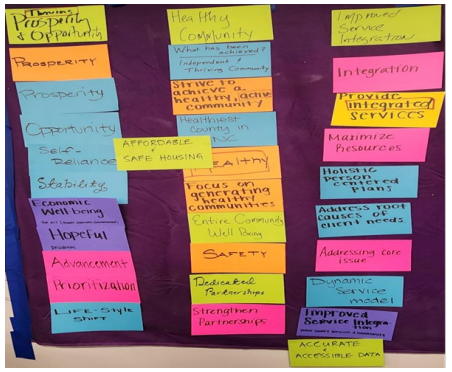
Individually

- Reflect individually on the focused question for a few moments.
- Write down your initial thoughts.
- Decide on the ideas you want to share with the small group.



Large Group

- Affirm the group's understanding of the meaning and focus of each idea.
- Organize the ideas into thematic categories.
- Name the categories.



Mission



A **mission statement** describes an organization's purpose or reason for existing.

It is the public statement of the contribution it promises to make to help accomplish the community vision.

It answers the questions:

Why do we exist?

What do we do?

Mission Statement
Examples



- The City of Creswell exists to provide quality, reliable, and affordable city services to city residents and businesses, creating a safe, livable, attractive community with a unique small-town atmosphere.
- Provide exceptional services and support for Lake County's people, communities, and environments.
- We responsibly manage available resources to deliver vital, community-centered services with passion, drive and focus.

Develop the Mission Statement



Individual Reflection:

- What is the purpose of the City?
- Why do you do it, and how do you do it?
- Is the mission statement reflective of the City? If not, what needs to be changed?
- Write one idea on each note card.

Activity

Mission Statement Conversation

- Capture the insights, perspectives, and ideas.
- Synthesize and check for understanding and agreement.
- Collect necessary ideas and content to produce a short, concise statement that clearly defines the scope of the organization.

Vision



A **vision statement** defines your desired future state and provides directions for where you are going as an organization.

Vision Statement
Examples



- Waukesha is an accessible, vibrant, and desirable community where diversity is celebrated, and sustainably sound and innovative practices are prioritized.
- An engaged community with a sense of place and belonging where everyone is welcome.
- The City of New Braunfels is a vibrant and inviting place where people enjoy meaningful community connections, unique cultural opportunities, and an exceptional quality of life surrounded by world class natural resources.

Develop the Vision Statement



Individual Reflection:

- Where do you want to see the City in five years?
- What do you want the City to look and feel like?
- Write one idea on each note card.

Activity

Vision Statement Conversation

- Capture the insights, perspectives, and ideas.
- Synthesize and check for understanding and agreement.
- Collect necessary ideas and content to produce a short, concise statement that clearly defines the vision of the organization.

Guiding Principles/
Core Values



Core values are the precepts that guide an organization throughout its life in all circumstances, irrespective of changes in its goals, strategies, type of work, or the top management.

They are expectations for how the City will conduct its business, make decisions, and deliver programs and services to the community.

Core Value Examples



- **Integrity:** We operate with integrity, holding ourselves to the highest standards of performance, transparency, accountability, and ethical conduct.
- **Service:** We are responsive and respectful to those we serve with an attitude that everything is worth our best effort.
- **Visionary Leadership:** We anticipate needs, look to our community's future, and execute to achieve our goals.
- **Stewardship of Resources:** We use our resources responsibly. We treasure our unique heritage and natural environment and wish to preserve them for future generations.
- **Fiscal Responsibility:** Our decisions reflect sound fiscal management and prudence.

Develop the Core Values



Individual Reflection:

- What values accurately capture how you would like the City to carry out its mission and vision?
- Regardless of what we're working on, how do we work?
- Write one idea on each note card.

Activity

Core Values Conversation

- Collect all idea note cards and display on wall.
- Organize into groups of similar ideas.
- Capture the insights, perspectives, and ideas.
- Synthesize and check for understanding and agreement.
- Collect necessary ideas and content to produce a values list that clearly defines how the organization will carry out its work.

Strategic Priorities



Strategic Areas of Focus are the most important areas your organization needs to focus on.

They are the small number of focal points, typically **four to six,** that are critical in achieving your mission and realizing your vision.

Strategic Priorities
Examples



- Building Trust
- Safe and Healthy Community
- Vibrant Lifestyle
- Thriving Economy
- Exceptional Public Services

Develop Strategic Priorities



Individual Reflection:

- Based on what we learned from the Environmental Scan and what is known about the City, what are the four to six strategic priorities that should guide us over the next five years, so we can make progress toward our shared vision?
- Will life be better in the City as a result?
- How would we define the current and future state of each of these priorities?
- Write one idea on each note card.

Activity

Strategic Priorities Conversation

- Collect all idea note cards and display on wall.
- Organize into groups of similar ideas.
- Capture the insights, perspectives, and ideas.
- Using just two or three words, how would you name each category?
- Are the identified areas the right priorities of focus to make progress toward the vision? If not, what would you add or refine?
- Identify four to six strategic areas that focus the City's energy and resources toward achieving the long-term vision.

Strategic Goal Statements



Strategic goal statements are long-term, broad, continuous statements that define the strategic priority and how you will make progress toward your vision.

Strategic Goal Examples



- **Economic Development:** Foster and promote a resilient economy that encourages growth to attract and retain diverse businesses, creating opportunities for prosperity and enhanced quality of life.
- **Community Identity:** Establish a distinct and recognizable identity for the City that fosters community pride and increases commercial marketability.

Develop Strategic Goals



Individual Reflection:

- What words and phrases will define the desired outcome for each strategic goal?
- What is the result we want to achieve in each priority?
- Write one idea on each note card.

Activity

Strategic Goals Conversation

- Collect all idea note cards and display on wall.
- Organize into groups of similar ideas.
- Capture the insights, perspectives, and ideas.
- Do these goal statements accurately describe what you hope to achieve for each strategic priority? If not, what would you add or refine?
- Identify a long-term goal that defines each strategic goal and provide the framework for the City's plan.



Process for Updating, Evaluating, and Reporting Progress

- What criteria should the City use to determine whether to add something to the plan?
- How frequently should the City update the plan? What are the process steps?
- How often should the City report progress on the plan? Internally? Externally?

Capture group's insights/perspectives/ideas, synthesize, and check for understanding and agreement.

Outcome: Determine how to maintain the City's Strategic Plan as a living and actionable document.

Reflection and Closure



What worked well today? Is there anything we could have done differently to make the experience better?



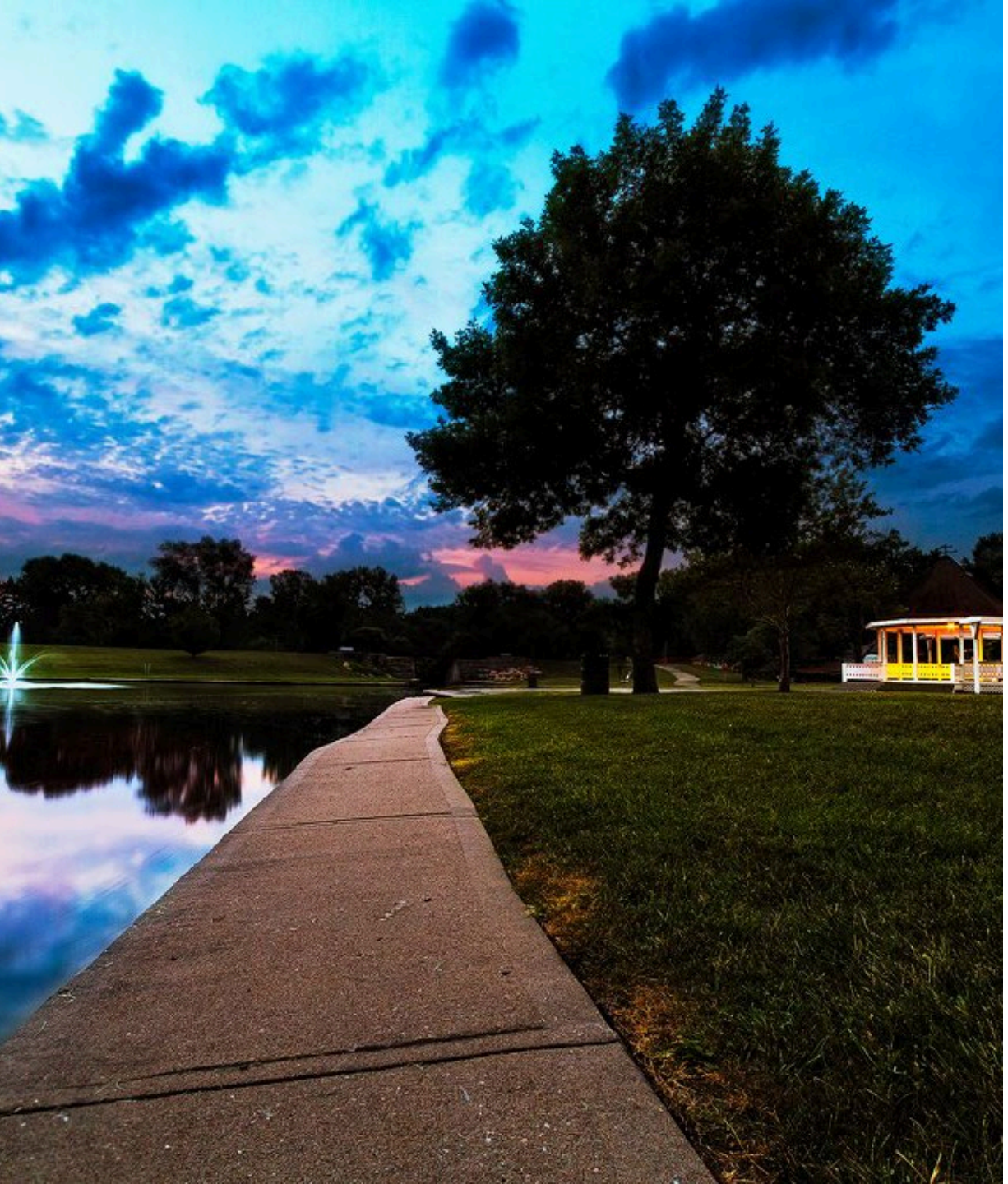
Is there any additional guidance you would give the consulting team and the City leadership team in preparation for developing objectives, outcomes, and performance measures?



How did this retreat contribute to your ability to work together collaboratively as a Council to serve the needs of the community?



What are your expectations for monitoring and reporting progress on the plan?



Next Steps

- Hold Planning Session 2 with City departments.
- BerryDunn will prepare a first draft of the Strategic Plan document.
- As needed, BerryDunn will facilitate follow-up sessions with City department leadership and key staff to refine action items and performance measures.
- BerryDunn will facilitate a review of the Draft Strategic Plan with the City Council in a work session in June.
- City Council will adopt final Strategic Plan in July.

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: April 11, 2025 **CONTRACT NO.**

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

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

ISSUE/REQUEST

Adopt a Resolution approving a contract in the amount of $107,479 with Progressive Electronics, Inc. for the replacement of the existing Fieldhouse fire alarm system to connect with the Blue Surf Bay fire alarm system.

BACKGROUND/JUSTIFICATION

The renewal of the Park Sales Tax on April 6, 2021, provided funding for the construction of Blue Surf Bay Waterpark. On October 4, 2021, the City Council approved a contract with SFS Architecture and McCown Gordon Construction L.L.C. to provide construction services, design, construction documents and bid the project for completion. Blue Surf Bay was built adjacent to the existing Blue Springs Fieldhouse. The new complex was opened as the Carson Ross Community Recreation Complex in May 2024.

In addition to the Blue Surf Bay Waterpark, the design of the new facility included new lobby space, meeting rooms, locker rooms, and conference room. The new construction areas were equipped with a new fire alarm system from Progressive Electronics, Inc. The existing Fieldhouse fire alarm system is currently a Siemens Industry, Inc system.

In order for the Progressive Electronics, Inc. system to work with the Siemens system, the two separate systems must communicate when there is an alarm issue. Currently, the Progressive system on the Blue Surf Bay side sends a signal to the Siemens system on the Fieldhouse side, where the Siemens system then calls out to alert staff and/or first responders. In the year since the facility opened, there have been several issues with the two systems not communicating. This has caused false alarms and there have been instances where the systems did not communicate to alert first responders during an alarm situation.

To address this life safety issue, staff believes it is appropriate to convert the existing Fieldhouse alarm system over to Progressive Electronics, Inc. so that it matches the new Blue Surf Bay system. This will avoid issues with two separate systems trying to communicate with each other and the entire system will be under the oversight of one company. This will also streamline the troubleshooting process, eliminating the need for staff to call both Progressive Electronics, Inc. and Siemens Industry, Inc to address issues with the separate systems.

The project includes the expansion of the current Blue Surf Bay fire alarm system into the Fieldhouse as well as testing required for the bi-directional amplifier to be submitted to Central Jackson County Fire Protection District. This project cost of $107,479 will be funded with a budget amendment, approved by City Council at the May 5, 2025 meeting to move the needed funds from the Fieldhouse reserves to cover the project cost.

Staff recommends approval of a contract in the amount of $107,479 with Progressive Electronics, Inc. for the replacement of the existing Fieldhouse fire alarm system to connect with the Blue Surf Bay fire alarm system and improve the safety of the Carson Ross Community Recreation Complex.

FINANCIAL IMPACT

Contractor:	Progressive Electronics, Inc.
Amount of Request/ Contract:	$ 107,479
Amount Budgeted:	$0 - Budget Amendment
Budget Year:	FY 2024/25
Funding Source/Account #:	410-77000-542200 CIP-Misc
Account Balance:	$0 Date: 4/11/2025
Additional Funds Needed:	$107,479 – Budget Amendment

PROJECT TIMELINE

Estimated Start Date	**Estimated End Date**
May 20, 2025	May 20, 2026
Years and Months Contract in effect	**Number of times renewable**
1 year	NA

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	NA

ECONOMIC DEVELOPMENT PROJECT

NA

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with contract attached as Exhibit A.

REVIEWED BY:

Requesting Director: ***Justin Stuart***	Budget: ***Lori Turner***
Legal: ***James Newell***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:	☒	
Certificate of Insurance:	☒	
E-Verify Affidavits:	☒	
E-Verify proof of enrollment:	☒	
Bond:	☒	
Anti-Discrimination Against Israel Act Certification (contract over $100,000)	☒	
Wage Order, by reference	☒	Wage Order Number: #31- Jackson County, MO
IRS Form W-9:	☒	
Bid/RFP/RFQ: (submit all)	☐	
Bid/RFP/RFQ Tabulation:	☐	
Bid Waiver: (less than three bids)	☒	
Contractor address and email:	☒	6102 Arlington Ave Raytown, MO 64133 zancell@peikc.com
Project Exemption Certificate needed:	☒	
Other:	☐	

A RESOLUTION APPROVING A CONTRACT WITH PROGRESSIVE ELECTRONICS, INC. FOR REPLACEMENT OF THE EXISTING FIELDHOUSE FIRE ALARM SYSTEM TO CONNECT WITH THE BLUE SURF BAY FIRE ALARM SYSTEM

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

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

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

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

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

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

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

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

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

WHEREAS, the Parks and Recreation Department identified the need to replace the existing Fieldhouse fire alarm system and connect it to the Blue Surf Bay fire alarm system to resolve communication and technical issues and improve the safety of the Carson Ross Community Recreation Complex; and

WHEREAS, the Parks and Recreation Department secured a proposal for the replacement of the existing Fieldhouse fire alarm system and connection of said system to the Blue Surf Bay fire alarm system; and

WHEREAS, the Department now recommends that the City award a contract to Progressive Electronics, Inc. for work based on scope of services in the amount of $107,479.

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

Section 1. The City Administrator is hereby authorized to enter into a contract with Progressive Electronics, Inc. for the replacement of the existing Fieldhouse fire alarm system in the amount of $107,479. A copy of the proposed Contract is attached hereto as Exhibit “A” and is incorporated herein.

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 19th day of May 2025.

CITY OF BLUE SPRINGS

ATTEST:

Chris Lievsay, Mayor

Megan Rodgers, Deputy City Clerk

EXHIBIT A

EFFECTIVE DATE: May 20, 2025	TERMINATION DATE: May 20, 2026	CONTRACT NUMBER:

CITY	CONTRACTOR
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**	**Progressive Electronics, Inc.** **6102 Arlington Ave** **Raytown, MO 64133**
Department:Parks and Recreation	Attention: Zack Ancell
Phone: 816-228-0105	Phone: 816-765-5750

PUBLIC WORKS CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____ 2025, by the parties identified above.

WITNESSETH:

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

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

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

1. **Services**. The City agrees to engage the services of the Contractor, and the Contractor agrees to perform the services hereinafter set forth in connection with projects described in ***Exhibit 1*** in accordance with the standard of care, skill, expertise, materials, and requirements set forth in the drawings and specifications. The terms of the City's Request for Proposals are incorporated by reference as if fully set forth herein. To the extent any conflict exists between the terms of this Contract and any Contractor terms attached hereto or otherwise incorporated, the terms of this Contract control and supersede.

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

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

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

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

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

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

7. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this Contract exceed the sum of **$107,479.00** unless agreed to by City and Contractor in writing.

8. **Termination of Contract.**

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

the event of termination for breach, all finished or unfinished deconstruction, reconstruction, new construction, repairs, materials, drawings, plans, specifications, and other documents as required of the Contractor under this Contract shall at the option of the City become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such project; provided, that the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of this Contract by the Contractor. If this Contract is terminated, Contractor shall assist City in the orderly termination of services, including timely transfer of services to another designated contractor. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

b. **Termination for Convenience.** The City shall have the right at any time by written notice to Contractor to terminate and cancel this Contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of this Contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Further, all finished or unfinished deconstruction, reconstruction, new construction, repairs, materials, drawings, plans, specifications, and other documents as required of the Contractor under this Contract shall at the option of the City become its property. If this Contract is terminated, Contractor shall assist City in the orderly termination of services, including timely transfer of services to another designated contractor. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

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

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

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

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

license. The cost for this occupational license shall be borne by the Contractor. Contractor shall not purchase materials or begin work on this Contract until this occupational license has been obtained.

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

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

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

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

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

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

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

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

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

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

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

c. **Workers' Compensation**. Statutory requirements.

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

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

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

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

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

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

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

f. All the provisions in this Agreement are subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes. Further, this Contract is not intended to act as a waiver or limitation of City, or any of its officer's, agent's or employee's rights and/or defenses regarding sovereign or any other immunity or defense under Federal Law, Missouri Law or Municipal Regulation.

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

21. **Bonds.** Pursuant to Section 107.170 RSMo**.**

a. **Labor and Material Payment Bond.** If this Contract is estimated to exceed $50,000.00, the Contractor shall furnish a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City. The bond shall be in the total amount of the Contract conditioned upon the major terms and conditions of this Contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract and the surety bond(s) hereto attached for its faithful payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this Contract until such new or additional security for the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

b. **Performance Bond.** If the City deems a Performance Bond is necessary, the Contractor shall furnish a Performance Bond with surety approved by the City and on the forms approved by the City. The bond shall be in the total amount of the Contract conditioned upon the full and faithful performance of all major terms and conditions of this Contract. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract and the surety bond(s) hereto attached for its faithful performance, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this Contract

until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

24. **Prevailing Wage**. If this Contract is estimated to exceed $75,000 for the total project cost, not less than the prevailing hourly rate of wages for work of a similar character in this locality, as established by Prevailing Wage Order No. 31 , Jackson County, and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri, shall be paid to all workers performing work under this contract. The penalties forfeited to the City for violations of the Prevailing Wage Act for each workman employed, for each calendar day, or portion thereof, such workman is paid less than their said stipulated rates for any work done under said Contract shall be one hundred dollars ($100) per worker, per day.

25. **OSHA Requirements** pursuant to Section 292.675 RSMo.

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

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

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

d. The contractor shall forfeit as a penalty to the public body on whose behalf the contract is made or awarded, two thousand five hundred dollars ($2,500.00) plus one hundred dollars ($100.00) for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time period referenced in subparagraphs (a) and (b) above have elapsed.

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

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

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

individuals (except it shall not include a self-employed individual with no employees), partnerships, corporations, contractors, and subcontractors.

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

Work Authorization Affidavit

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

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

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

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

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

Christopher Metzler

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

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

1. My name is Christopher Metzler and I am currently the president of Progressive Electronics Inc (hereinafter "Company"), whose business address is 6102 Arlington Ave, Raytown, MO 64133, 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.

_____ Christopher Metzler
Affiant / Contractor Printed Name

Subscribed and sworn to before me this 25 day of April, 2025.

SEAL

TERESA ANN KING
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 20021851
My Commission Expires Sep 22, 2028

_____
Notary Public

27. **Anti-Discrimination Against Israel Act.** If this agreement has a total potential value of $100,000 or more and Contractor has ten or more employees, the following applies: Pursuant to Section 34.600, RSMo, Contractor agrees to comply with Missouri law regarding the Anti-Discrimination Against Israel Act, and execution of this Contract constitutes Contractor's certification of compliance with the Anti-Discrimination Against Israel Act, including that it is not currently engaged in, and shall not, for the duration of the 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.

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

29. **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 or the Federal District Court for the Western District of Missouri, as appropriate. Contractor submits to the personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to those courts.

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

31. **Severability**. The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void.

32. **Conflicting Terms.** If any document or agreement, including Attachment A, conflict with any terms of this Contract, the terms of this Contract shall prevail.

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

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

PROGRESSIVE ELECTRONICS, INC.

By: _____
Name: Christopher Metzler
Title: President

CITY OF BLUE SPRINGS, MISSOURI

_____
Christine Cates, City Administrator

APPROVED AS TO FORM

_____
James Newell, Assistant City Attorney

Exhibit 1 to Contract Scope of Work		
Name of Contractor	Progressive Electronics, Inc.	
Scope of Work (Job Description)	Expansion of the Blue Surf Bay Waterpark fire alarm system to the Fieldhouse. This will include expanding the NFW-100X panel located in the Blue Surf Bay Waterpark. Work will also include installation and testing of new duct/smoke detection, shutdown of AHU or RTU's over 2,000 CFM via relay, monitoring the Fieldhouse sprinkler riser via module and installation of speakers, strobes, and pull stations. The work will also include removal and replacement of existing devices to be replaced with new. The project also includes one initial survey for an emergency responder radio amplification (BDA) system for the Fieldhouse. Radio frequencies will be tested, recorded and submitted to the fire department to determine if a BDA system is required. Drawings will be produced from the dwg files provided by engineer/architect. The scope for this project does not include a BDA system, if testing determines that one is required. All work shall be performed in accordance with Contractor's two proposals dated April 21, 2025 attached hereto and incorporated herein as Attachment 1 and Attachment 2.	
Start Date	May 20, 2025	
Interim Deadlines (if applicable)	**Date**	**Phase of Project To Be Completed**
Final Completion Deadline	May 20, 2026	
Reimbursable Expenses	☒ None ☐ Travel, Lodging, Meals, Phone Calls, Copying, Postage	
Maximum Payment	$107,479	Maximum payment for services rendered
	$	Maximum amount of expenses to be reimbursed
	$107,479	Total maximum amount to be paid to Contractor

Method of Payment	☐ Lump sum of entire amount upon satisfactory completion of project ☐ Monthly payments based on rate of $ per hour ☒ Incremental payments as follows: monthly as billed based on percentage of work completed ☐ % retainage held until completion of project.

ATTACHMENT 1

Quote: 6369 / Date: 4/21/2025

Progressive Electronics, Inc.
6102 Arlington Ave
Raytown, MO
64133, US
(816) 765-5750

Prepared By:
Zack Ancell

zancell@peikc.com

Customer

City of Blue Springs
425 NE Mock Avenue
Blue Springs, MO
64014, US

Justin Stuart

jstuart@bluespringsgov.com

Project: **Blue Springs Field House**

Scope of Work

Attached please find your proposal for the Blue Springs Field House for ERCES/ BDA Bi-Directional Amplifier. The proposal is based on the fire protection design by Henderson Engineers. The drawings include the original bid set dated January 30th, 2015 and no spec or addendums.

This proposal provides one initial survey for an emergency responder radio amplification (BDA) system for the Blue Spring Fieldhouse. Radio frequencies will be tested, recorded and submitted to the fire department to determine if a BDA system is required. Drawings will be produced from dwg files provided by engineer/architect. This proposal excludes an actual BDA system.

Excludes: material and installation of devices, cabling, electrical boxes, 120V power, cable supports, conduit, electrical pathways, fire caulking, overtime/shift work

The scope of work includes turn-key installation for the aforementioned specification section and drawings. Progressive Electronics Inc will provide equipment and programming for the requirement operation of the system according to the engineer of records code determinations and bid documents. Progressive Electronics Inc will also provide submittals, shop drawings and operation/maintenance manuals per above mentioned specification sections. Shop drawings will be produced from dwg files provided by engineer/architect in a timely manner. Equipment procurement will commence upon approval of product data and shop drawing submittals. This proposal includes pre-testing with the lead installer and one AHJ final test. Any AHJ testing required due to improper installation or default by another trade, may result in additional charges.

Close out documentation will follow guidelines set forth in the specifications but at a minimum will include an electronic copy of the operation and maintenance manual, NFPA 72 Record of Completion, and as build drawings.

Quote: 6369 / Date: 4/21/2025

Notes

Bid is valid for 30 days.

Summary

Subtotal	$5,164.02
Taxes	$0.00

$5,164

Accepted By .....

Date .....

TERMS AND CONDITIONS

1. PROPOSAL: Progressive Electronics Inc has made this Proposal to Customer based, and conditioned, strictly on these Terms and Conditions. These Terms and Conditions shall govern the transaction between Progressive Electronics Inc and Customer and shall not be altered in any manner unless agreed to in writing by Progressive Electronics Inc. The price quoted is only for the work designated done as delineated in the Proposal or to comply with applicable plans and specifications in this Proposal and is based upon compliance by Customer with all obligations delineated in these Terms and Conditions.
2. ACCEPTANCE: Customer shall accept the Proposal of Progressive in writing by signing were indicated and returning the Proposal thus signed to Progressive Electronics Inc. Progressive Electronics Inc SHALL NOT BE BOUND TO THIS PROPOSAL UNTIL PROGRESSIVE ELECTRONICS INC, THROUGH AN AUTHORIZED OFFICER, SIGNS AS INDICATED. After signing, Progressive Electronics Inc shall return a fully signed copy of the Proposal to Customer.
3. COORDINATION: In the event of any arrival to the site that Progressive Electronics Inc is not able to execute work and definable progress, the Customer will be charged $450.00 Mobilization Fee to offset lost time due to the lack of readiness. The Mobilization fee will be presented as a Contract Change order and will/may halt work until acceptance by customer. Progressive Electronics Inc will make all efforts to reschedule and mobilize but unacceptable site conditions may result in a 10-day scheduling delay.
4. SCHEDULE: Proposal is based upon bid documentation schedule. Customer shall submit changes to bid schedules in writing to Progressive Electronics Inc. Progressive Electronics Inc reserves the right to present a Contract Change Order in the event schedule modifications result in labor or equipment changes.
5. CUSTOMER EQUIPMENT: If Customer furnished equipment and existing cabling is be used, Progressive Electronics Inc assumes these items are in good working condition and will integrate into the agreed upon proposal. Any repair, replacement, alterations, configuration, and/or additional hardware required for functionality according to proposal may require an additional cost through a Contract Change Order.
6. COMMUNICATION: Customer shall assign a person with the authority to communicate and approve field directed change orders, contract changes, schedules, and coordination.
7. PAYMENT: Pay applications for 100% of the work done and equipment and materials, furnished, installed or stored with all related items including, but not limited to, overhead, profit and equipment use, shall be made monthly and payment in full shall be made within thirty (30) calendar days of the date of the pay application. The sum equal to ten percent (10%) of the Proposal price is for engineering, drafting and other mobilization costs incurred prior to the commencement of work and shall be included on the first payment application. If the payment is not timely made, Progressive Electronics Inc, at its election, may terminate this contract in which event Customer shall owe to Progressive Electronics Inc all payments due plus any unpaid overhead and profit. If Customer has not established satisfactory credit with Progressive Electronics Inc, then it will be necessary for Customer to pay Progressive's estimate of work to be billed for the next month.
8. PAYMENT DEFAULT: If Customer fails to make a payment timely AND Progressive Electronics Inc elects not to terminate this contract, Progressive Electronics Inc may elect to stop work until it receives the payment plus an additional sum equal to twenty-five percent (25%) of the payment due and not timely made as the damages Progressive Electronics Inc may suffer from such late payment and stop work. At any time before the late payment with damages is made, Progressive Electronics Inc may, at its sole election, elect to terminate this contract even though it originally elected only to stop work or even if it elected to continue its work after the payment default date.
9. CODE COMPLIANCE: Progressive Electronics Inc does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the work included in the Proposal. Customer acknowledges that the Authority having jurisdiction (e.g. Fire Marshall) may establish additional requirements for compliance with local laws. Any additional services or equipment required will be provided but only at an additional cost to the Customer.
10. NO DELAY DAMAGES: Progressive Electronics Inc will be excused and will not be liable for any damages, direct, incidental or consequential, for any delay or failure in performance including, but not limited to, delays or failures due to strikes, acts of God, delays in performance by Progressive Electronics Inc's subcontractors, suppliers and carriers, war, riot, embargos, acts of civil or military authorities, fires, floods, accidents, quarantine restrictions, supply conditions, differences with workmen, delays in transportation, shortage of cars, fuel, labor or materials, or any other cause not caused solely by or not solely within the direct control of Progressive.
11. THE SYSTEM: The system offered by Progressive Electronics Inc will comply with the requirements specified and described on the face hereof. Progressive Electronics Inc makes no agreement or representation that it will install the System in compliance with specifications or criteria differing from those stated or incorporated into the Proposal. If the Customer believes the System as it is described and specified by Progressive Electronics Inc in the Proposal differs from the Customer's specifications or criteria, the Customer must give Progressive Electronics Inc notice in writing within ten (10) days of receiving the Proposal. Upon such notice, Progressive shall have the right to withdraw or revise Proposal at Progressive Electronics Inc's discretion. Progressive Electronics Inc assumes no responsibility for Customer's acceptance of this Proposal in violation of any specifications or criteria communicated to Customer by third parties, unless the specifications are specifically adopted or referenced in the Proposal by Progressive.
12. CHANGES, ALTERATIONS, ADDITIONS: Changes, alterations, and additions to the Scope of Work delineated in the face hereof, plans, specifications, or construction schedule shall be invalid unless approved in writing by Progressive Electronics Inc. Should changes be approved by Progressive Electronics Inc that increase or decrease the cost of work to Progressive Electronics Inc, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Progressive Electronics Inc elects to perform said work as to avoid delays, the Progressive Electronics Inc estimate as to the value of said work shall be deemed accepted by the Customer. In addition, the Customer shall pay for all extra work requested by the Customer or made necessary because of incompleteness or inaccuracy of plans of other information submitted by the Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of the Customer's facilities has been altered or is altered by Customer prior to the completion of work, the Customer shall advise Progressive, and prices, delivery and completion dates shall be changed by Progressive as may be required.
13. COMMODITIES AVAILABILITY: All agreements of Progressive Electronics Inc are subject to delay in performance beyond Progressive's control. The parties agree that Progressive Electronics Inc shall not be liable for (and Customer may not refuse delivery or installation as a result of) any delay in delivery or shipment of the System or the installation thereof, or for any damages (of any kind of nature) suffered by reason thereof, in the event that such delay or failure is, or damages are, directly or indirectly due to any cause beyond Progressive's control, including but not limited to, acts of nature, fire, embargo, lockouts, strikes, shut downs, epidemics, inadequate transportation facilities, shortage or unavailability of materials, supplies, or sources of energy, delay or default in delivery on the part of Progressive's suppliers, regulation by any government authority, or acts or omissions of the customer.
14. INTELLECTUAL PROPERTY RIGHTS: The Customer acknowledge and agrees the Progressive Electronics Inc is the owner of, or holds

licenses to, all right, title, and interest, including copyright and other intellectual property rights. In and to any and all written materials, documents, flow charts, logic diagrams, source code, test materials, or other information relating to any intellectual property generating in providing services (collective “work product”). No transfer or ownership of any work product is intended in this Agreement, and the Customer agrees the it may not, and may not encourage any third party to, attempt to derive source code or reverse engineer the work product.

15. BACKCHARGES: No deduct changes shall be levied against Progressive Electronics Inc unless seventy-two (72) hours prior written notice is given to Progressive Electronics Inc to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Progressive Electronics Inc.
16. DEFECTS: Progressive Electronics Inc assumes no responsibility for the accuracy, correct detailing, structural adequacy, or for any defect or inadequacy caused by, or the result of, designs submitted by others to be used in the preparation of any materials or performance of any work under this Proposal.
17. PRICE CONDITIONS: The price quotes in this Proposal are based on an eight-hour day and a five-day week. Progressive Electronics Inc is obligated to perform the work only during its regular working hours and has no responsibility to work beyond such regular hours. All time beyond regular working hours which is required by Customer shall be paid for by Customer (in full, not just the premium wage portion) in addition to the contract price. Any work performed on a time and material basis shall be at the then prevailing rates charged by Progressive for material, labor and related items.
18. NON-SOLICATION: Non-Solicitation. Client acknowledges that Progressive Electronics Inc has invested in the training and development of Progressive Electronics Inc's employees and that Progressive Electronics Inc's employees are one of its most valuable assets. Accordingly, during the term of providing Services and for one (1) year thereafter, Customer shall not solicit for employment any employees of Progressive Electronics Inc or its affiliates who: (a) directly performed under the Agreement, (b) had substantial contact with Customer in relation to the Agreement, or (c) Customer became aware of due to, or derived from information learned through the performance of, the Agreement. For this purpose, "solicitation" does not include contact resulting from indirect means such as public advertisement, placement firm searches, or similar means not directed specifically at the employee to which the employee responds on his or her own initiative.
19. LIMITED WARRANTY: For a period of one year from the date of substantial completion of Progressive Electronics Inc’s work covered hereby or from the date of shipment, of any alleged faulty materials or from the date of acceptance, whichever occurs first, Progressive Electronics Inc agrees to replace any faulty equipment furnished by Progressive Electronics Inc and to repair any improper workmanship performed by Progressive Electronics Inc. This warranty is expressly conditioned on Progressive Electronics Inc promptly receiving written notice from Customer of any such defects or any improper workmanship and an opportunity to inspect the same prior to their being disturbed or otherwise moved. Instead of replacing such materials or repairing such workmanship, all of Progressive’s obligations under this paragraph can be satisfied at Progressive’s option by Progressive Electronics Inc refunding the cost of such defective materials or improper workmanship, if Progressive has been previously paid, or by issuing a credit memo for such amount if Progressive Electronics Inc has not been previously paid. The Customer’s exclusive and sole remedy on account or in respect of the furnishing of material or the work performed by Progressive or both, whether due to Progressive Electronics Inc’s negligent acts or omissions, or otherwise, to conform to the Proposal, or to any warranty, during said period shall not exceed one (1) year and Progressive Electronics Inc’s liability and responsibility thereon, are limited to such repair, replacement or refund, but under no circumstances shall Progressive Electronics Inc’s responsibility or liability exceed the amount Progressive Electronics Inc was entitled to receive for performing this work. Progressive Electronics Inc is not and shall not be liable or responsible for any costs incurred or for any loss or damage occasioned by or resulting from any faulty materials or improper workmanship including any special, direct, indirect, incidental or consequential damages to anyone as a result thereof. This warranty is not applicable until and unless Progressive has been paid for all work performed. The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the Equipment other than by The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the Equipment other than by Progressive Electronics Inc; (ii) Buyer handling, using, storing, installing, operating and maintaining the Equipment in compliance with any parameters or instructions in any specifications attached to, or incorporated into this Agreement; (iii) compliance with all generally accepted or its authorized representatives; (ii) Buyer handling, using, storing, installing, operating and maintaining the Equipment in compliance with any parameters or instructions in any specifications attached to, or incorporated into this Agreement; (iii) compliance with all generally accepted industry standards;
20. CLAIM PROCEDURE: Any Claims by Customer against Progressive Electronics Inc must be presented in writing to Progressive within ten (10) days after they arise, otherwise Progressive Electronics Inc shall have no responsibilities or liability in respect thereof. In case of any default by Customer, Progressive Electronics Inc may; (a) declare the full contract price to be immediately due and payable, or full contract price less a sum equal to Progressive Electronics Inc’s cost of labor and material not furnished, if the installation is not complete, (b) enter the premises and remove the material and equipment, or any part thereof, whether or not attached to the realty, and, at Progressive’s option, sell the same at public or private sale and apply the proceeds toward the balance due, and (c) invoke and pursue such other or additional remedies as may be provided by law. There shall be added to the sum due Progressive an amount equal to all expenses, including attorneys’ fees, incurred in pursuing any of the foregoing remedies and Customer shall pay the same.
21. DEFAULT: Default by Customer shall consist of (a) failure by Customer to make any payment when due, no demand being necessary, (b) any act or omission on the part of Customer whereby Progressive is prevented from completing its work in a timely and uninterrupted manner, (c) Customer being adjudicated insolvent, (d) the appointment of a receiver or trustee in bankruptcy or liquidation of Customer’s property, (e) an assignment by Customer for the benefit of creditors, (f) a judgment against Customer’s property which shall remain unsatisfied for a period of ten (10) consecutive days, (h) the issuance of execution upon judgment against Customer or Customer’s property, (i) the institution of proceedings for foreclosure against Customer’s property, or (j) failure by Customer to comply with any term, condition or provision hereof.
22. SEVERABILITY: The Customer and Progressive hereby agree that if a tribunal of final jurisdiction finds that any provision or any part of a provision is unenforceable, illegal or invalid for any reason, that this agreement shall be constructed and enforced as against the Customer and Progressive as if such a provision or part of a provision were omitted from these terms and conditions and never formed a part of them.
23. FORUM SELECTION: This transaction is deemed by the Customer and Progressive to be a Missouri transaction and is governed by the laws of the State of Missouri. Any litigation brought by Customer or Progressive as a result of, in connection with, or arising out of this transaction including, but not limited to, any seeking to declare this transaction to be null and void or never existing for any reason or brought in equity or based upon any legal theory, contract or otherwise, shall be filed by Customer or Progressive either in the Circuit Court of Jackson County, Missouri, or in the United States District Court for the Western District of Missouri, Western Division, in order for such litigation to be brought in the appropriate and agreed to venue. Progressive and Customer hereby agree that the two courts referenced hereinabove shall have, in the event of litigation, personal jurisdiction over Progressive and Customer and hereby consent to service of process in accordance with the laws and rules applicable to and governing such courts.

ATTACHMENT 2

Quote: 6289 / Date: 4/21/2025

Progressive Electronics, Inc.
6102 Arlington Ave
Raytown, MO
64133, US
(816) 765-5750

Prepared By:
Zack Ancell

zancell@peikc.com

Customer

City of Blue Springs
425 NE Mock Avenue
Blue Springs, MO
64014, US

Justin Stuart

jstuart@bluespringsgov.com

Project: **Blue Springs Field House**

Scope of Work

Attached please find your proposal for the Blue Springs Field House for fire alarm system. The proposal is based on the fire protection design by Henderson Engineers. The drawings include the original bid set dated January 30th, 2015 and no spec or addendums.

This proposal includes expansion of the current NFW-100X panel located in the Blue Springs Aquatic Center that is connected to the Field House, this includes new duct/ smoke detection, shutdown of AHU or RTU's over 2,000 CFM via relay, monitoring of the Field House sprinkler riser via module, speaker/ strobe and pull station.

Additionally, included in this quote is demo of existing devices to be replaced with new.

Further, this quote includes new wire as it was noted that the existing NAC wire is not functional in some areas.

The scope of work includes turn-key installation for the aforementioned specification section and drawings. Progressive Electronics Inc will provide equipment and programming for the requirement operation of the system according to the engineer of records code determinations and bid documents. Progressive Electronics Inc will also provide submittals, shop drawings and operation/maintenance manuals per above mentioned specification sections. Shop drawings will be produced from dwg files provided by engineer/architect in a timely manner. Equipment procurement will commence upon approval of product data and shop drawing submittals. This proposal includes pre-testing with the lead installer and one AHJ final test. Any AHJ testing required due to improper installation or default by another trade, may result in additional charges.

Close out documentation will follow guidelines set forth in the specifications but at a minimum will include an electronic copy of the operation and maintenance manual, NFPA 72 Record of Completion, and as build drawings.

Included (+)

1. Engineer Sealed Shop Drawings
2. Materials and Installation of Devices, Plenum Cabling, and Cable Supports
3. Terminations, Troubleshooting, Programming, Testing, and Training
4. AHJ Inspection
5. New Device Guards for Devices near Courts/ Fields
6. Permit
7. Demo of existing devices
8. Lift Rental

Excluded (-)

1. Electrical Boxes
2. Conduit
3. 120V (ac) at Control and NAC Panels
4. Mounting of Fire Alarm Cabinets
5. Electrical Pathways
6. Fire Caulking
7. Trasient Surge Protection
8. After-Hours/ Overtime Work
9. Alarm Monitoring Account

Notes

Bid is valid for 30 days.

Quote: 6289 / Date: 4/21/2025

Summary

Subtotal	$100,830.03
Taxes	$0.00
Bonding	$1,485.00

$102,315

Accepted By .....

Date .....

TERMS AND CONDITIONS

1. PROPOSAL: Progressive Electronics Inc has made this Proposal to Customer based, and conditioned, strictly on these Terms and Conditions. These Terms and Conditions shall govern the transaction between Progressive Electronics Inc and Customer and shall not be altered in any manner unless agreed to in writing by Progressive Electronics Inc. The price quoted is only for the work designated done as delineated in the Proposal or to comply with applicable plans and specifications in this Proposal and is based upon compliance by Customer with all obligations delineated in these Terms and Conditions.
2. ACCEPTANCE: Customer shall accept the Proposal of Progressive in writing by signing were indicated and returning the Proposal thus signed to Progressive Electronics Inc. Progressive Electronics Inc SHALL NOT BE BOUND TO THIS PROPOSAL UNTIL PROGRESSIVE ELECTRONICS INC, THROUGH AN AUTHORIZED OFFICER, SIGNS AS INDICATED. After signing, Progressive Electronics Inc shall return a fully signed copy of the Proposal to Customer.
3. COORDINATION: In the event of any arrival to the site that Progressive Electronics Inc is not able to execute work and definable progress, the Customer will be charged $450.00 Mobilization Fee to offset lost time due to the lack of readiness. The Mobilization fee will be presented as a Contract Change order and will/may halt work until acceptance by customer. Progressive Electronics Inc will make all efforts to reschedule and mobilize but unacceptable site conditions may result in a 10-day scheduling delay.
4. SCHEDULE: Proposal is based upon bid documentation schedule. Customer shall submit changes to bid schedules in writing to Progressive Electronics Inc. Progressive Electronics Inc reserves the right to present a Contract Change Order in the event schedule modifications result in labor or equipment changes.
5. CUSTOMER EQUIPMENT: If Customer furnished equipment and existing cabling is be used, Progressive Electronics Inc assumes these items are in good working condition and will integrate into the agreed upon proposal. Any repair, replacement, alterations, configuration, and/or additional hardware required for functionality according to proposal may require an additional cost through a Contract Change Order.
6. COMMUNICATION: Customer shall assign a person with the authority to communicate and approve field directed change orders, contract changes, schedules, and coordination.
7. PAYMENT: Pay applications for 100% of the work done and equipment and materials, furnished, installed or stored with all related items including, but not limited to, overhead, profit and equipment use, shall be made monthly and payment in full shall be made within thirty (30) calendar days of the date of the pay application. The sum equal to ten percent (10%) of the Proposal price is for engineering, drafting and other mobilization costs incurred prior to the commencement of work and shall be included on the first payment application. If the payment is not timely made, Progressive Electronics Inc, at its election, may terminate this contract in which event Customer shall owe to Progressive Electronics Inc all payments due plus any unpaid overhead and profit. If Customer has not established satisfactory credit with Progressive Electronics Inc, then it will be necessary for Customer to pay Progressive's estimate of work to be billed for the next month.
8. PAYMENT DEFAULT: If Customer fails to make a payment timely AND Progressive Electronics Inc elects not to terminate this contract, Progressive Electronics Inc may elect to stop work until it receives the payment plus an additional sum equal to twenty-five percent (25%) of the payment due and not timely made as the damages Progressive Electronics Inc may suffer from such late payment and stop work. At any time before the late payment with damages is made, Progressive Electronics Inc may, at its sole election, elect to terminate this contract even though it originally elected only to stop work or even if it elected to continue its work after the payment default date.
9. CODE COMPLIANCE: Progressive Electronics Inc does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the work included in the Proposal. Customer acknowledges that the Authority having jurisdiction (e.g. Fire Marshall) may establish additional requirements for compliance with local laws. Any additional services or equipment required will be provided but only at an additional cost to the Customer.
10. NO DELAY DAMAGES: Progressive Electronics Inc will be excused and will not be liable for any damages, direct, incidental or consequential, for any delay or failure in performance including, but not limited to, delays or failures due to strikes, acts of God, delays in performance by Progressive Electronics Inc's subcontractors, suppliers and carriers, war, riot, embargos, acts of civil or military authorities, fires, floods, accidents, quarantine restrictions, supply conditions, differences with workmen, delays in transportation, shortage of cars, fuel, labor or materials, or any other cause not caused solely by or not solely within the direct control of Progressive.
11. THE SYSTEM: The system offered by Progressive Electronics Inc will comply with the requirements specified and described on the face hereof. Progressive Electronics Inc makes no agreement or representation that it will install the System in compliance with specifications or criteria differing from those stated or incorporated into the Proposal. If the Customer believes the System as it is described and specified by Progressive Electronics Inc in the Proposal differs from the Customer's specifications or criteria, the Customer must give Progressive Electronics Inc notice in writing within ten (10) days of receiving the Proposal. Upon such notice, Progressive shall have the right to withdraw or revise Proposal at Progressive Electronics Inc's discretion. Progressive Electronics Inc assumes no responsibility for Customer's acceptance of this Proposal in violation of any specifications or criteria communicated to Customer by third parties, unless the specifications are specifically adopted or referenced in the Proposal by Progressive.
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14. INTELLECTUAL PROPERTY RIGHTS: The Customer acknowledge and agrees the Progressive Electronics Inc is the owner of, or holds

licenses to, all right, title, and interest, including copyright and other intellectual property rights. In and to any and all written materials, documents, flow charts, logic diagrams, source code, test materials, or other information relating to any intellectual property generating in providing services (collective “work product”). No transfer or ownership of any work product is intended in this Agreement, and the Customer agrees the it may not, and may not encourage any third party to, attempt to derive source code or reverse engineer the work product.

15. BACKCHARGES: No deduct changes shall be levied against Progressive Electronics Inc unless seventy-two (72) hours prior written notice is given to Progressive Electronics Inc to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Progressive Electronics Inc.
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17. PRICE CONDITIONS: The price quotes in this Proposal are based on an eight-hour day and a five-day week. Progressive Electronics Inc is obligated to perform the work only during its regular working hours and has no responsibility to work beyond such regular hours. All time beyond regular working hours which is required by Customer shall be paid for by Customer (in full, not just the premium wage portion) in addition to the contract price. Any work performed on a time and material basis shall be at the then prevailing rates charged by Progressive for material, labor and related items.
18. NON-SOLICATION: Non-Solicitation. Client acknowledges that Progressive Electronics Inc has invested in the training and development of Progressive Electronics Inc's employees and that Progressive Electronics Inc's employees are one of its most valuable assets. Accordingly, during the term of providing Services and for one (1) year thereafter, Customer shall not solicit for employment any employees of Progressive Electronics Inc or its affiliates who: (a) directly performed under the Agreement, (b) had substantial contact with Customer in relation to the Agreement, or (c) Customer became aware of due to, or derived from information learned through the performance of, the Agreement. For this purpose, "solicitation" does not include contact resulting from indirect means such as public advertisement, placement firm searches, or similar means not directed specifically at the employee to which the employee responds on his or her own initiative.
19. LIMITED WARRANTY: For a period of one year from the date of substantial completion of Progressive Electronics Inc’s work covered hereby or from the date of shipment, of any alleged faulty materials or from the date of acceptance, whichever occurs first, Progressive Electronics Inc agrees to replace any faulty equipment furnished by Progressive Electronics Inc and to repair any improper workmanship performed by Progressive Electronics Inc. This warranty is expressly conditioned on Progressive Electronics Inc promptly receiving written notice from Customer of any such defects or any improper workmanship and an opportunity to inspect the same prior to their being disturbed or otherwise moved. Instead of replacing such materials or repairing such workmanship, all of Progressive’s obligations under this paragraph can be satisfied at Progressive’s option by Progressive Electronics Inc refunding the cost of such defective materials or improper workmanship, if Progressive has been previously paid, or by issuing a credit memo for such amount if Progressive Electronics Inc has not been previously paid. The Customer’s exclusive and sole remedy on account or in respect of the furnishing of material or the work performed by Progressive or both, whether due to Progressive Electronics Inc’s negligent acts or omissions, or otherwise, to conform to the Proposal, or to any warranty, during said period shall not exceed one (1) year and Progressive Electronics Inc’s liability and responsibility thereon, are limited to such repair, replacement or refund, but under no circumstances shall Progressive Electronics Inc’s responsibility or liability exceed the amount Progressive Electronics Inc was entitled to receive for performing this work. Progressive Electronics Inc is not and shall not be liable or responsible for any costs incurred or for any loss or damage occasioned by or resulting from any faulty materials or improper workmanship including any special, direct, indirect, incidental or consequential damages to anyone as a result thereof. This warranty is not applicable until and unless Progressive has been paid for all work performed. The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the Equipment other than by The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the Equipment other than by Progressive Electronics Inc; (ii) Buyer handling, using, storing, installing, operating and maintaining the Equipment in compliance with any parameters or instructions in any specifications attached to, or incorporated into this Agreement; (iii) compliance with all generally accepted or its authorized representatives; (ii) Buyer handling, using, storing, installing, operating and maintaining the Equipment in compliance with any parameters or instructions in any specifications attached to, or incorporated into this Agreement; (iii) compliance with all generally accepted industry standards;
20. CLAIM PROCEDURE: Any Claims by Customer against Progressive Electronics Inc must be presented in writing to Progressive within ten (10) days after they arise, otherwise Progressive Electronics Inc shall have no responsibilities or liability in respect thereof. In case of any default by Customer, Progressive Electronics Inc may; (a) declare the full contract price to be immediately due and payable, or full contract price less a sum equal to Progressive Electronics Inc’s cost of labor and material not furnished, if the installation is not complete, (b) enter the premises and remove the material and equipment, or any part thereof, whether or not attached to the realty, and, at Progressive’s option, sell the same at public or private sale and apply the proceeds toward the balance due, and (c) invoke and pursue such other or additional remedies as may be provided by law. There shall be added to the sum due Progressive an amount equal to all expenses, including attorneys’ fees, incurred in pursuing any of the foregoing remedies and Customer shall pay the same.
21. DEFAULT: Default by Customer shall consist of (a) failure by Customer to make any payment when due, no demand being necessary, (b) any act or omission on the part of Customer whereby Progressive is prevented from completing its work in a timely and uninterrupted manner, (c) Customer being adjudicated insolvent, (d) the appointment of a receiver or trustee in bankruptcy or liquidation of Customer’s property, (e) an assignment by Customer for the benefit of creditors, (f) a judgment against Customer’s property which shall remain unsatisfied for a period of ten (10) consecutive days, (h) the issuance of execution upon judgment against Customer or Customer’s property, (i) the institution of proceedings for foreclosure against Customer’s property, or (j) failure by Customer to comply with any term, condition or provision hereof.
22. SEVERABILITY: The Customer and Progressive hereby agree that if a tribunal of final jurisdiction finds that any provision or any part of a provision is unenforceable, illegal or invalid for any reason, that this agreement shall be constructed and enforced as against the Customer and Progressive as if such a provision or part of a provision were omitted from these terms and conditions and never formed a part of them.
23. FORUM SELECTION: This transaction is deemed by the Customer and Progressive to be a Missouri transaction and is governed by the laws of the State of Missouri. Any litigation brought by Customer or Progressive as a result of, in connection with, or arising out of this transaction including, but not limited to, any seeking to declare this transaction to be null and void or never existing for any reason or brought in equity or based upon any legal theory, contract or otherwise, shall be filed by Customer or Progressive either in the Circuit Court of Jackson County, Missouri, or in the United States District Court for the Western District of Missouri, Western Division, in order for such litigation to be brought in the appropriate and agreed to venue. Progressive and Customer hereby agree that the two courts referenced hereinabove shall have, in the event of litigation, personal jurisdiction over Progressive and Customer and hereby consent to service of process in accordance with the laws and rules applicable to and governing such courts.

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: April 30, 2025 **CONTRACT NO. 2024-166, Task Order 14**

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

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

ISSUE/REQUEST

Adopt a Resolution approving Task Order #14 to Contract No. 2024-166 with SC Engineering, LLC, dba Cochran for Contract Management Services for the Sni-A-Bar Wastewater Treatment Facility in the amount of $515,105 for five years.

BACKGROUND/JUSTIFICATION

On October 21, 2024, City Council approved an On-Call Consulting Services Contract with SC Engineering, LLC dba Cochran (Cochran) for engineering consulting services. Staff met with Cochran to discuss the scope and review current documents related to implementing improvements at the Sni-A-Bar Wastewater Treatment Facility. The project includes upgrades to existing treatment infrastructure to enhance performance, increase usable capacity, and maintain regulatory compliance.

The project will follow a Design-Bid-Build (DBB) delivery method, with a Design Engineer selected through a Request for Qualifications (RFQ) process. Due to Federal mandates, the Sni-A-Bar Wastewater Treatment Facility is required to make upgrades prior to 2030 to meet the federal guidelines. To meet the impending deadline, an RFQ needs to be issued for design services. Cochran Engineering is the current City Engineer and will be used to provide technical oversight of the pre-design, design and construction of the project.

Contract management services will begin with Pre-Design and RFQ Phase services and extend through Post-Construction/Close-Out. The total duration is anticipated to be 60 months. All design and construction contracts will be held by the City of Blue Springs. Cochran's role will be to monitor the progress of the project and provide technical oversight.

The total amount of fee to be paid for the Scope of Services as outlined by Task Order #14 are as follows:

Project / Phase	Amount
Pre-Design & RFQ Phase (2025)	$ 23,705.00
Design Phase Oversight (2025/2026)	$ 79,800.00
Bidding Phase (2027)	$ 33,132.00
Construction Phase Oversight (2028-2030)	$282,036.00
Post-Construction/Close-Out (2030)	$ 28,444.00
Funding Coordination (2025-2030)	$ 67,988.00
TOTAL	**$515,105.00**

The attached Task Order for this project details the scope for Contract Management Services

for implementing improvements at the Sni-A-Bar Wastewater Treatment Facility.

FINANCIAL IMPACT

Contractor:	SC Engineering, LLC dba Cochran
Amount of Request/ Contract:	$ 515,105
Amount Budgeted:	$0
Budget Year:	FY2024-25
Funding Source/Account #:	460-75000-543300 SNI-06
Account Balance:	$1,013,103.80 Date: 5/6/2025

PROJECT TIMELINE

Estimated Start Date	**Estimated End Date**
May 26, 2025	December 31, 2030
Years and Months Contract in effect	**Number of times renewable**
Five years, Seven months	None

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 Task Order #14 attached as Exhibit A

REVIEWED BY:

Requesting Director: ***Dennis Dovel***	Budget: ***Melissa Braun***
Legal: ***Jennifer Baird***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:	☐	On File
Certificate of Insurance:	☐	On File
E-Verify Affidavits:	☐	On File
E-Verify proof of enrollment:	☐	On File
Bond:	☐	N/A
Anti-Discrimination Against Israel Act Certification (contract over $100,000)	☐	On File
Wage Order, by reference	☐	Wage Order Number:
IRS Form W-9:	☐	On file
Bid/RFP/RFQ: (submit all)	☐	N/A – Task Order
Bid/RFP/RFQ Tabulation:	☐	N/A – Task Order
Bid Waiver: (less than three bids)	☐	N/A – Task Order
Contractor address and email:	☐	SC Engineering, LLC, dba Cochran ATTN: David Christensen 618 SW 3rd Street Lee's Summit, MO 64063 david@cochraneng.com
Project Exemption Certificate needed:	☐	N/A
Other:	☐	

Resolution No. 34-2025

A RESOLUTION APPROVING TASK ORDER #14 TO CONTRACT NO. 2024-166 WITH SC ENGINEERING, LLC DBA COCHRAN FOR CONTRACT MANAGEMENTS SERVICES FOR THE SNI-A-BAR WASTEWATER TREATMENT FACILITY

WHEREAS, The City is required to make federally mandated improvements to the Sni-A-Bar Wastewater Treatment Facility by the year 2030; and

WHEREAS, on October 21, 2024, City Council approved an On-Call Consulting Services Contract with SC Engineering, LLC dba Cochran (Cochran) for engineering consulting services; and

WHEREAS, Cochran has outlined the need for implementing improvements at the Sni-A-Bar Wastewater Treatment Facility, including upgrades to existing treatment infrastructure to enhance performance, increase usable capacity, and maintain regulatory compliance; and

WHEREAS, staff recommends entering into a Task Order with Cochran for Contract Management Services for the Sni-A-Bar Wastewater Treatment Facility in the amount of $515,105 with a project end date of December 31, 2030.

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 Task Order #14 to Contract No. 2024-166 in the amount of $515,105 with SC Engineering, LLC dba Cochran for Contract Management Services for the Sni-A-Bar Waste Water Treatment Facility. A copy of proposed Task Order #14 is attached hereto as Exhibit “A” and is incorporated herein.

Section 2. City staff is directed to perform all tasks necessary to implement said Task Order, including submitting a FY 2024-25 budget amendment to Council for approval.

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 19th day of May 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Megan Rodgers, Deputy City Clerk

EXHIBIT A

CONTRACT NO. 2024-166	TASK ORDER NO. 14	TASK ORDER EFFECTIVE DATE: APRIL 18, 2025	TASK ORDER TERMINATION DATE: DECEMBER 31, 2030
CITY		**CONSULTANT**	
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**		**SC Engineering, LLC, dba Cochran** **618 SW 3rd Street** **Lee's Summit, MO 64063**	
Attention: Dennis Dovel		Attention: David Van Leer, P.E. Engineering Manager|Partner	
Department: Administration		Phone: (636) 584-0540	
Phone: (816) 228-0111			

TASK ORDER NO. 14

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

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

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

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

2. **Scope of Services**. The Scope of Services pursuant to this Task Order are as contained in **Exhibit 1**.

3. **Term**. Consultant shall begin work pursuant to this Task Order upon its Effective Date and all work shall be completed by December 31, 2030.

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

5. **Additional Terms and Conditions**. If any, attached to this Task Order as **Exhibit 2**.

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

SC ENGINEERING, LLC, DBA COCHRAN

David Van Leer, P.E.,
Engineering Manager|Partner

CITY OF BLUE SPRINGS, MISSOURI

Christine Cates, City Administrator

APPROVED AS TO FORM:

Jennifer Baird, City Attorney

EXHIBIT 1
Task Order #14 - Scope of Services

Contract Management Services - Sni-A-Bar WWTF Improvements – Lump Sum Proposal:

The purpose for this Lump Sum Proposal is to provide contract management services to support the City of Blue Springs, Missouri in implementing improvements at the Sni-A-Bar Wastewater Treatment Facility.

SCOPE OF SERVICES:

This Scope of Work outlines the contract management services to support the **City of Blue Springs, Missouri** in implementing improvements at the **Sni-A-Bar Wastewater Treatment Facility**. The project includes upgrades to existing treatment infrastructure to enhance performance, increase usable capacity, and maintain regulatory compliance. The project scope is anticipated to follow the Facility Plan prepared by HDR dated September 11, 2024. The project will follow a **Design-Bid-Build (DBB)** delivery method, with a **Design Engineer selected through a Request for Qualifications (RFQ)** process. This Task Order assumes this project will be executed as a single Design-Bid-Build construction contract. Project funding will be provided through the **Missouri Department of Natural Resources (MoDNR) State Revolving Fund (SRF)**. Contract management services will begin with Pre-Design and RFQ Phase services and extend through Post-Construction/Close-Out. The total duration is anticipated to be **60 months**. All design and construction contracts will be held by the City of Blue Springs. Cochran's role will be to monitor the progress of the project and provide oversight.

Objectives

a) Represent the City's interests throughout design, bidding, construction, and close-out phases.
b) Verify that all MoDNR SRF program requirements are met.
c) Provide oversight to manage budget, monitor progress and schedules, and maintain project documentation.
d) Provide coordination between the City, design team, contractors, and regulatory agencies.

Contract Management Responsibilities

1. Pre-Design and RFQ Phase

a) Assist the City in preparing and publishing an RFQ for Design Engineering services.
b) Manage the qualifications-based selection process in accordance with City, SRF, and state procurement guidelines.
c) Support contract negotiations with the selected Design Engineer.
d) Facilitate the project kickoff meeting and establish the communication framework for all parties.
e) Coordinate completion, submittal, and approval of the Facility Plan.

2. Design Phase Oversight

a) **Coordinate and review design deliverables at each milestone** (e.g., conceptual, 30%, 60%, 90%, and final plans).
b) Review and confirm that proposed improvements align with project goals, SRF eligibility, regulatory requirements, budget, and schedule.
c) Assist the City and Design Engineer in obtaining permits and coordinating required regulatory reviews.
d) Facilitate and document design meetings, and manage review comment tracking and resolution.

3. Bidding Phase

a) Coordinate bid documents in collaboration with the Design Engineer, incorporating SRF-required language.
b) Administer the bidding process including:
    - Public advertisements
    - Pre-bid meetings and site visits
    - Contractor inquiries and addenda
    - Bid Opening
c) Assist in bid evaluation, determination of responsiveness, and recommendation of award.
d) Provide necessary support to the City in executing the construction contract with the successful bidder.

4. Construction Phase Oversight

a) Monitor adherence to the construction contract, budget, schedule, and quality standards.
b) Coordinate with the Design Engineer and contractor for daily activities, testing, and inspections.
c) Review submittals, RFIs, pay applications, wage rates and change order requests for technical compliance. Oversee submittals that will be reviewed by the Design Engineer.
d) Lead construction progress meetings and maintain action item tracking and schedule.
e) Ensure full compliance with SRF program elements including:
    - Davis-Bacon Act requirements
    - American Iron and Steel (AIS) provisions
    - Disadvantaged Business Enterprise (DBE) participation tracking

5. Post-Construction / Close-Out

a) Coordinate punch list completion and final inspection of improvements at Sni-A-Bar WWTF.
b) Coordinate system startup, commissioning, and training for operations staff.
c) Verify receipt and acceptance of final deliverables, including:
    - As-built drawings
    - O&M manuals
    - Warranty documentation
d) Assemble the final project close-out package for MoDNR and support audit processes.

6. Funding Coordination

a) Serve as the City's primary liaison to MoDNR throughout the project lifecycle.
b) Provide necessary information to City and assist in preparation for bond election.
c) Monitor SRF compliance requirements and maintain documentation for:
    - Environmental review clearance

- DBE outreach and procurement processes
- Certified payrolls (Davis-Bacon)
- AIS product sourcing and certification
- Disbursement requests and reimbursements

d) Track project expenditures against the approved funding plan budget and notify the City of any risks for changes in project cost.
e) Assist with final audit and project acceptance.

Deliverables

a) RFQ documents and Design Engineer selection documents and supporting data
b) Monthly project updates including financial summaries and milestone tracking
c) Meeting agendas, action logs, and contract documentation
d) 30%, 60%, 90%, and final plan review documentation of comments, revisions, and questions.
e) Change order logs and funding compliance records
f) Final close-out documentation

Timeline

Contract management services will begin with Pre-Design and RFQ Phase services and extend through Post-Construction/Close-Out. The total duration is anticipated to be **60 months**.

SERVICES NOT INCLUDED:
(All of which can be provided under a separate contract)

1. Design Services
2. Studies or Reports
3. Permit Fees or Review Fees
4. Preparation of Bid Documents and Specifications
5. Topographic, Utility, and Boundary Survey
6. Construction Testing/Inspection
7. Bid Advertisement Fees

FEE:

1. The total amount of fee to be paid for the Scope of Services for Items 1 – 6 as outlined in this Task Order shall be as follows:

1.	Pre-Design & RFQ Phase (2025)	$ 23,705.00
2.	Design Phase Oversight (2025/2026)	$ 79,800.00
3.	Bidding Phase (2027)	$ 33,132.00
4.	Construction Phase Oversight (2028-2030)	$282,036.00
5.	Post-Construction/Close-Out (2030)	$ 28,444.00
6.	Funding Coordination (2025-2030)	$ 67,988.00
	TOTAL	**$515,105.00**

Any services not included above will be provided on a time and expense basis.

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: March 31, 2025 **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 $294,100.00 with Stantec Consulting Services Inc. for schematic design architectural services for the construction of Southwest Park. This project is approved as CIP PR-71.

BACKGROUND/JUSTIFICATION

On April 4, 2017, the residents of Blue Springs overwhelmingly supported the passage of the Parks Sales Tax to fund deferred maintenance items throughout the City. Maintenance projects were scheduled for the years 2018 - 2022. Additionally, the residents on April 6, 2021, approved a renewal of the Park Sales Tax with no expiration date. The renewal was presented to voters with a plan outlining specific park maintenance projects through 2027 as well as the construction of a new Aquatic Center and the development and construction of Southwest Park. Construction of Southwest Park is anticipated to begin in late 2026 or early 2027.

In 2019-20 the City hired Stantec Consulting Services Inc. through an RFQ process to conduct a Park Master Plan needs study and to develop a conceptual design for Southwest Park and Roscoe Righter Park. To streamline design work and cost, the Parks and Recreation Department has worked with Stantec Consulting Services Inc. to develop contract terms to continue the schematic design and construction document development for Southwest Park as was outlined in the Parks Sales Tax renewal plan that was presented to voters. Given that the Park Sales Tax renewal passed with an 80% “yes” vote and the growth in the southern boundaries, it is important to begin working towards providing the community with a public park south of Moreland School Road.

The schematic design development will take approximately 7 months to complete. Once Schematic Design is complete an amendment to the contract will be brought back for construction document development and construction administration for the project. The total design will take approximately thirteen months to complete. The current timeline for completion of the project including construction would be to open in late 2027 or early 2028.

Staff recommends approval of the contract with Stantec Consulting Services Inc. in the amount of $294,100.00 for architectural schematic design services with subsequent amendments to follow at a later date.

FINANCIAL IMPACT

Contractor:	Stantec Consulting Services Inc.
Amount of Request/ Contract:	$294,100.00
Amount Budgeted:	$295,000 (included in 05/05/25) budget amendment)

Budget Year:	FY2024/25
Funding Source/Account #:	158-73000-544100 PR-71
Account Balance:	$295,000 Date: 3/27/2025

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
May 1, 2025	December 31, 2028
Years and Months Contract in effect	**Number of times renewable**
3 years, 7 months	0

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A
Date:	N/A
Action:	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: ***Melissa Braun***
Legal: ***Jennifer Baird***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

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

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:	☒	Stantec Consulting Services Inc. 7208 W. 80th Street Overland Park, KS 66204 Kelly VanElders Kelly.VanElders@stantec.com 913-905-3415
Project Exemption Certificate needed:	☐	
Other:	☐	

Resolution No. 35-2025

A RESOLUTION APPROVING STANTEC CONSULTING SERVICES INC. FOR ARCHITECTURAL SERVICES FOR SOUTHWEST PARK

WHEREAS, the City of Blue Springs passed a Park Sales Tax on April 4, 2017, and renewed the Park Sales Tax on April 6, 2021; and

WHEREAS, Stantec Consulting Services Inc. was selected in 2019 to lead a parks master plan study for Southwest Park and Roscoe Righter Park and provide a conceptual design through an RFQ process; and

WHEREAS, the Park Sales Tax renewal plan included the development and construction of Southwest Park as a result of the needs study and conceptual design; and

WHEREAS, the Parks and Recreation Department has worked with Stantec Consulting Services Inc. to develop the contract terms to continue the schematic design and construction document development of Southwest Park to be constructed in the near future; and

WHEREAS, the Department recommends awarding a contract with Stantec Consulting Services Inc. to complete all design work related to the construction of Southwest Park for an amount of $294,100.00.

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

Section 1. The City Administrator is hereby authorized to enter into a contract with Stantec Consulting Services Inc., 7208 W. 80th Street, Overland Park, KS 66204 for schematic design for Southwest Park in the amount of $294,100.00. A copy of the proposed Contract is attached hereto as Exhibit “A” and is incorporated herein.

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 19th day of May 2025.

CITY OF BLUE SPRINGS

ATTEST:

_____
Chris Lievsay, Mayor

_____
Megan Rodgers, Deputy City Clerk

EXHIBIT A

EFFECTIVE DATE: May 1, 2025	TERMINATION DATE: December 31, 2028	CONTRACT NUMBER:

CITY	CONSULTANT
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**	**Stantec Consulting Services, Inc.** **7208 W. 80th Street** **Overland Park, KS 66204**
Department: Parks and Recreation	Attention: Kelly VanElders
Phone: 816-228-0265	Phone: 913-905-3415

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT, made and entered into this _____day of _____ 2025, 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. Any terms in this Agreement that conflict with Consultant's proposal or professional services contract, such conflict shall be resolved in favor of the terms set forth in this Agreement.

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 7 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. To the extent any conflict exists between the terms of this Contract and any Consultant terms attached hereto or otherwise incorporated, the terms of this Contract control and supersede.

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 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 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 $294,100.00 unless agreed to by the City and Consultant in writing.

10. **Termination of Contract.**

a. **Termination for breach.** Failure of the Contractor to fulfill Contractor's obligations under this Contract in accordance with the schedule and description of services set forth in ***Exhibit 1*** shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Contractor by U.S. Postal Service Mail or by hand delivering a copy of the same to the Contractor; or may give notice by any combination of these methods. The date of termination shall be the date upon which notice of termination is hand delivered to 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, materials, drawings, plans, specifications, and other documents as required of the Contractor under this Contract shall at the option of the City become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such project; provided, that the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the Contract by the Contractor. The Contractor may terminate this Agreement upon seven (7) days' notice in writing in the event the City has committed material breach of this Agreement. Non-payment of the Contractor's invoices will be considered a material breach of this Agreement.

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 the event of termination, all finished or unfinished deconstruction, reconstruction, new construction, repairs, materials, drawings, plans, specifications, and other documents as required of the Consultant under this Contract shall at the option of the City become its property. 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. The use and disclosure of the confidential information shall not apply to information which (a) was known to the Consultant before receipt of same from the City; or (b) becomes publicly known other than through the Consultant; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

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

Work Authorization Affidavit

STATE OF ~~MISSOURI~~ KANSAS)
) ss.
COUNTY OF Johnson)

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

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

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

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

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

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

1. My name is Kelly VanElders and I am currently the Principal of Stantec (hereinafter "Company"), whose business address is 7208 W. 80th St. Overland Park, KS, and I am authorized to make this Affidavit.

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

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

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

Affiant / Contractor

Kelly VanElders
Printed Name

Subscribed and sworn to before me this 7th day of May, 2025.

SEAL

Danny Bishop II
Notary Public - State of Kansas
My Commission Expires 2/3/2026

Notary Public

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 Contractors**. 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. **Work Authorization Program.** If this Contract awarded to a business entity is in excess of five thousand dollars ($5,000), the business entity, and any subcontractors of the business entity, shall, by sworn affidavit and provision of documentation, affirm it's or their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity, and any subcontractors of the business entity, shall also affirm by the affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A subcontractor shall provide similar affidavit and documentation to the Consultant at the time the subcontractor is hired pursuant to Section 15 CSR 60-15.020. A federal work authorization program is any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L.99-603. A business entity is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term business entity shall include but not be limited to self-employed individuals (except it shall not include a self-employed individual with no employees), partnerships, corporations, contractors, and subcontractors.

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

20. **General Independent Contractor 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 contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, 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 subcontractor has the insurance set forth below and that the City and Consultant are listed as an additional insured on all of subcontractor's policies):

a. Comprehensive General Liability: Minimum limit of $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**.

a. Neither the City nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

b. The Consultant shall indemnify, and hold the City and its elected or appointed officials, officers and employees harmless (but not defend) from and against all damages, including but not limited to losses, liabilities, costs, expenses and reasonable 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-contractors or by others for whom Consultant is liable to the extent caused by the negligent acts, errors or omissions of the Consultant in the performance of 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. The indemnification obligations of Consultant hereunder shall not be limited by any limitations as to the amount or type of damages, compensation, or benefits payable by or for the Consultant, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, officers, agents and employees, for which indemnification is sought.

e. 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.

f. The total amount of all claims the City may have against the Consultant under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to an amount equal to the Consultant's insurance coverage for the claim, up to the minimum limits required by this Agreement. As the City's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against the Consultant and not against any of the Consultant's employees, officers or directors.

24. **Anti-Discrimination Against Israel Act.** If this Contract is over $100,000.00, 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 contractors 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, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid). Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section):

To City:	To Consultant:
City of Blue Springs	Stantec Consulting Services, Inc
Attn: Justin Stuart	Kelly VanElders
903 W. Main Street	7208 W. 80th Street
Blue Springs, MO 64015	Overland Park, KS 66204
816-228-0265	913-905-3415

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

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 anyone, 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 or the Federal District Court for the Western District of Missouri, as appropriate. The Parties submit to the personal jurisdiction of and waive any personal jurisdiction or inconvenient forum objection to those courts.

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

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

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

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

STANTEC CONSULTING SERVICES, INC

By: VanElders, Kelly Digitally signed by VanElders, Kelly DN: CN="VanElders, Kelly", OU=Internal, OU=users, OU=stantec, DC=corp, DC=ads Date: 2025.05.07 12:03:08-05'00'
Name: _____
Title: _____

CITY OF BLUE SPRINGS, MISSOURI

_____
Christine Cates, City Administrator

APPROVED AS TO FORM

Jennifer M. Baird

_____
Jennifer Baird, City Attorney

Exhibit 1 to Contract Scope of Work		
Name of Contractor	Stantec Consulting Services, Inc.	
Scope of Work (Job Description)	Schematic Design for the Southwest Park as outlined in the Master Plan For Two Parks - Southwest Park and Roscoe Righter Park dated September 15, 2020. The park elements for Southwest Park to be designed by the Architect include: 1. Crescent Hill open flex play area, picnic zones, shelters, and prefab restrooms 2. Park Drive Pedestrian Connections and park pathways 3. Blue and Green water way and forest amenity zone 4. Venue Setting outdoor forested event spaces, entry gardens and foundation plantings 5. North Woods play structures, tree walk, ground paths, trails, and splash pad All work shall be performed in accordance with Contractor's SW Park_ Site Schematic Design Phase - LA, Architecture, Structural, MEP, & Civil Services dated March 24, 2025 attached hereto and incorporated herein as Attachment A. Attachment B - SW Prime Agreement Blue Springs Attachment C - Master Plan For Two Parks- Southwest Park and Roscoe Righter Park	
Start Date	May 1, 2025	
Interim Deadlines (if applicable)	**Date**	**Phase of Project to Be Completed**
Final Completion Deadline	December 31, 2025	
Reimbursable Expenses	☐ None ☒ Travel, Lodging, Meals, Phone Calls, Copying, Postage	
Maximum Payment	$290,000.00	Maximum payment for services rendered
	$4,100.00	Maximum amount of expenses to be reimbursed
	$294,100.00	Total maximum amount to be paid to Contractor

Method of Payment	☐ Lump Sum of Entire Amount Upon Satisfactory Completion of Project ☐ Monthly Payments Based on Rate of $ Per Hour ☒ Incremental Payments as Follows: Monthly as billed. ☐ % retainage held until completion of project.

ATTACHMENT A

Stantec Consulting Services Inc.
7208 W. 80th Street, Suite 201, Overland Park, KS 66204

March 24, 2025
File: BD-1903 SW Park-Schematic Phase

Attention: Dennis Dovel
Assistant City Administrator
City of Blue Springs
903 W. Main
Blue Springs, MO 64015
816.228.0265
ddovel@bluespringsgov.com

Dear Dennis,

Reference: SW Park _ Site Schematic Design Phase- LA, Architecture, Structural, MEP, & Civil Services

Thank you for the opportunity to be the consultants to develop the Schematic Design Phase for the Southwest Park project! The fee in this proposal is for Schematic Design of the landscape architecture, architecture, structural, MEP, and civil engineering scope of work. For this proposal, we have procured fees for these services and are basing the fees on the components of the master plan, it's associated cost estimate, and cross referencing that with the percentage of current project budget cost of $22,000,000.

The master plan included an approach for the architectural components of the project to consider using various building systems from prefabricated structures, hybrid structures, and custom designed structures. We have completed the selection process for an architect to generate the programing, visioning, and analysis of prefabrication vs. custom structures. We are excited to have **SixTwentyOne** join our team to provide these services.

Additional consultants that we have on our team include the following:

- **Wilson & Company** – will provide Survey and Civil Engineering. They were on the original SW Park master plan and are the current engineers of the 12th Street project. They will provide remaining survey work and design of the park's utility infrastructure, drainage, roads, parking and pedestrian bridges.
- **Stand SEI** - Structural for the building and review of the tree-walk vendors design.
- **Lankford-Fendler + associates** will be providing MEP for the structure.

Stantec will be responsible for leading and coordinating all the schematic design tasks that include overseeing the architect and all site design components. Site improvements such as lighting, and playground coordination will be led by Stantec staff. With the introduction of a splash pad feature, we have not included an aquatic designer under the assumption that we will be utilizing LSI equipment and designers. We are recommending that Terracon be considered for the Geotechnical boring and report as they are involved with the 12th street project. They are not included in this proposal because we have yet to determine the number and location of borings needed but should be added at the 50% SD level.

Reference: **SW Park _ Site Schematic Design Phase- LA, Architecture, Structural, MEP, & Civil Services**

We are available and ready to help implement this unique and impactful project! If you have any questions, please let me know.

STANTEC scope of services as the Project Prime Consultant (see attached Exhibits for Civil Engineering Services by Wilson & Company, Architecture Services by SixTwentyOne, Structural by Stand SEI, and MEP by Lankford-Fendler, all will be sub-consultants to Stantec).

PARK PROGRAM ELEMENTS TO BE DESIGNED BY LANDSCAPE ARCHITECT (see park vision program scope visual attachment)

1. **Crescent Hill open flex play area, picknick zones, shelters, and prefab restrooms**
2. **Park Drive Pedestrian Connections and park pathways**
3. **Blue and Green water way and forest amenity zone**
4. **Venue Setting outdoor forested event spaces, entry gardens and foundation plantings**
5. **North Woods play structures, tree walk, ground paths, trails, and splash pad**

TASK 1 – Anticipated start May, 2025 (pending legal review process)
Transform Master Plan into Concept Design and Confirm Park Programming

- Scope & Deliverables
  - Confirm program items for all park amenities and infrastructure to support such amenities. Add new park items such as spray park.
  - Attend tour of local venues
  - Attend tour of LSI facility
  - Develop (1) one plan view interpretation of master plan and new elements. Include design sections and concept details for key components.
  - Provide scaled plan view concept of entire park.
  - Provide 3D sketches and models as needed to convey design.
  - Coordination of 12th Street alignment and access points.
- Program Elements – (use master plan program in its entirety)
- Meetings - Visits
  - Attend (1) one kick off / Programming meeting in person and site visit.
  - Attend (1) one programing concept interpretation design review meeting – in person. (at City of Blue Springs or Stantec office)
  - Attend all virtual meetings as needed.
  - Attend LSI facility tour
  - Attend venue local tours

TASK 2
Schematic Design 50% - July 18, 2025

- Scope & Deliverables
  - Convert approved concept plan into scaled plan view CAD drawings of all programed site elements approved in the concept design phase.
  - Design sections and details to convey design intent, identify materials, colors, proportions, and shapes.

- Concept grading plan.
- 3D modeling wireframe
- Site preservation area establishment.
- Coordination and connections to Bridger Urban Conservation Area
- Neighborhood pedestrian connection plan.
- Coordination with architects for building design and placement, adjacency of indoor to outdoor spaces, walks, drop-offs, and support landscaping. Review architectural analysis of prefabricated structure vs. custom structures.
- Coordination with architects for restroom and shelter design.
- Coordination with engineers for infrastructure improvements, utility corridors, stormwater drainage, BMPs, and utility demands.
- Develop initial Opinion of probable costs #1.

- Meetings
  - Attend (1) design team design meeting in person. (Stantec Studio Host)
  - Attend (1) one design review meeting- in person. (at Stantec, 621, or City)
  - Attend all virtual meetings as needed.

TASK 3
Schematic Design 100% November 15, 2025

- Scope & Deliverables
  - Revise 50% schematic design into final scaled plan view CAD drawings of all programed site elements.
  - Design sections and details to confirm design intent, identify materials, colors, proportions, scale, and shapes.
  - Wire frame 3D modeling & plan view renderings if needed.
  - Site preservation area designation.
  - Final Connections to Bridger Urban Conservation Area
  - Final Neighborhood pedestrian connections.
  - Coordination with architects for building design and location, design of indoor to outdoor spaces, walks, drop-offs, and support landscaping. Final recommendation between of prefabricated structures vs. custom structures.
  - Coordination with architects for final restroom and shelter design.
  - Coordination with engineers for grading, infrastructure improvements, utility corridors, stormwater drainage, BMPs, and utility demands.
  - Coordination with LSI for incorporation of play structure and splash pad.
  - Develop final SC Opinion of probable costs #2.
- Meetings
  - Attend (1) design team design meeting in person. (Stantec Studio Host)
  - Attend (1) one design review meeting- in person. (at Stantec, 621, or City)
  - Attend all virtual meetings as needed.

Reference: **SW Park _ Site Schematic Design Phase- LA, Architecture, Structural, MEP, & Civil Services**

END SCOPE OF LANDSCAPE ARCHITECTURE SERVICES

Scope Notes and Assumptions for items NIC and Potential Additional Services:

- 3D fly-through video NIC, negotiate per needed scope.
- No public meetings, neighborhood meetings, or input surveys.
- Meetings / site visits beyond quantities stated above shall be negotiated per hours needed.
- Splash pad system and playground assumed design by LSI. Any deviation requiring custom design or engineering to be additional services per level of effort needed.
- All irrigation design NIC, designed by installer.
- Scope of work includes one round of revisions during each schematic task. Additional revisions shall be negotiated per level of effort.
- Land disturbance and erosion control in future phases.
- Geotechnical services at the request of the architect and/ or civil shall be additional to the contract.
- Tree walk alignment design is by Stantec, however, the engineering shall be performed by the boardwalk manufacture. Structural will review the tree walk company's design. If project moves to a full custom system, add services will be negotiated per level of effort.
- Architect shall have minor role subconsultants who are not part of this agreement but are supporting building design under their subconsultant agreement.

Schematic Design for Landscape Architecture, Architecture, Structural, MEP, Civil and Survey:

If Change Orders require additional design or revisions, additional services will be assessed reflective of the effort required to design and detail new or revised elements added to the project.

TASK NO.	DESCRIPTION	ESTIMATED FEE
1	Concept Plan	$80,568
2	Schematic Design (50%)	$91,600
3	Schematic Design (100%)	$117,832
	(Geotech NIC)	
	TOTAL Stantec + SixTwentOne + Wilson FEE + Stand + LFA:	$290,000
	Reimbursable Expenses NTE:	$4,100

Reference: **SW Park _ Site Schematic Design Phase- LA, Architecture, Structural, MEP, & Civil Services**

Regards, Kelly VanElders

Stantec Consulting Services Inc.

VanElders, Kelly

Digitally signed by VanElders, Kelly
DN: CN="VanElders, Kelly", OU=Internal, OU=users, OU=stantec, DC=corp, DC=ads
Date: 2025.05.07 12:03:34-05'00'

Kelly VanElders PLA, ASLA, LEED AP
Principal
Phone: 913.905.3415
kelly.vanelders@stantec.com

By signing this proposal, The City of Blue Springs authorizes Stantec to proceed with the services herein described and the Client acknowledges that it has read and agrees to be bound by the attached Professional Services Terms and Conditions. (Stantec Prime Consultant Agreement).

This proposal is accepted and agreed on the 24 day of March, 2025.

Per: City of Blue Springs

Dennis Dovel

Assistant City Manager

Signature

Attachments: Stantec SW Park Professional Services Prime Consultant Agreement,
Exhibit A for Civil Engineering Services by Wilson & Company, sub-consultant to Stantec
Exhibit B for Architecture Services by SixTwentyOne, sub-consultant to Stantec
Exhibit C for Structural Engineering by Stand SEI, Sub-consultant to Stantec
Exhibit D for MEP engineering by Lankford-Feldler Associates, sub-consultant to Stantec

ATTACHMENT B

Stantec

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into effective March 14, 2025 (the "Agreement Date") by and between:

"Client"			
Name:	City of Blue Springs, MO		
Address:	903 W Main St, Blue Springs, MO 64015		
Phone:	816.228.0110		
Representative:	Dennis Dovel, Asst. City Manager	Email:	ddovel@bluespringsgov.com
"Stantec"			
Name:	Stantec Consulting Services Inc.		
Address:	7208 W. 80th Street, Overland Park, KS 66204		
Phone:	913.905.3415		
Representative:	Kelly VanElders, Principal	Email:	kelly.vanelders@stantec.com

Soutwest Park (the "Project"):

Blue Springs, Missouri

DESCRIPTION OF WORK: Stantec shall render the services described in Attachment "A" (hereinafter called the "Services") in accordance with this Agreement. Stantec may, at its discretion and at any stage, engage subconsultants to perform all or any part of the Services. The Client and Stantec by written amendment to this Agreement may from time to time make changes to the Services. All changed work shall be carried out under this Agreement. The time for completion of the Services shall be adjusted accordingly.

COMPENSATION: Charges for the Services rendered will be made in accordance with the Contract Price indicated in Attachment "A", or, if no Contract Price is indicated, in accordance with Stantec's Schedule of Fees and Disbursements in effect from time to time as the Services are rendered.

Invoices shall be paid by the Client in the currency of the jurisdiction in which the Services are provided without deduction or setoff within 28 days of receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle Stantec, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. The Client will make electronic payment of the invoices, the details of which can be obtained or verified by contacting ar@stantec.com.

Unless expressly defined in the scope of work attached to this Agreement, the Services do not include any services related to lawsuits, arbitrations, mediations, government enforcement actions, or freedom of information requests ("FOI"). The Client agrees to compensate Stantec on a time and materials basis at rates two times (2x) those identified in Stantec's current rate table if Stantec is required to respond to a FOI, subpoena, serve as a witness, or prepare for or attend a deposition, examination for discovery, trial, arbitration, or mediation arising out of the Project or related to a legal proceeding to which Stantec is not a named defendant.

REPRESENTATIVES: Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this Agreement. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this Agreement.

NOTICES: All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this Agreement to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail or email, addressed to the regular business address of such party as identified above.

CLIENT'S RESPONSIBILITIES: The Client shall provide to Stantec in writing, the Client's total requirements in connection with the Project, including the Project budget and time constraints. The Client shall make available to Stantec all relevant information or data pertinent to the Project which is required by Stantec to perform the Services. Stantec shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the Client, including information and data originating with other consultants employed by the Client whether such consultants are engaged at the request of Stantec or otherwise. Where such information or data originates either with the Client or its consultants then Stantec shall not be responsible to the Client for the consequences of any error or omission contained therein.

When required by Stantec, the Client shall engage specialist consultants directly to perform items of work necessary to enable Stantec to carry out the Services. Whether arranged by the Client or Stantec, these services shall be deemed to be provided under direct contracts to the Client unless expressly provided otherwise.

The Client shall give prompt consideration to all documentation related to the Project prepared by Stantec and whenever prompt action is necessary shall inform Stantec of Client's decisions in such reasonable time so as not to delay the schedule for providing the Services.

When applicable, the Client shall arrange and make provision for Stantec's entry to the Project site as well as other public and private property as necessary for Stantec to perform the Services. The Client shall obtain any required approvals, licenses and permits from governmental or other authorities having jurisdiction over the Project so as not to delay Stantec in the performance of the Services.

STANTEC'S RESPONSIBILITIES: Stantec shall furnish the necessary qualified personnel to provide the Services. Stantec represents that it has access to the experience and capability necessary to and agrees to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services at the time when and the location in which the Services were performed. This undertaking does not imply or guarantee a perfect Project and in the event of failure or partial failure of the product or the Services, Stantec will be liable only for its failure to exercise diligence, reasonable care, and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure Stantec's performance. There are no other representations or warranties expressed or implied made by Stantec. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the Services provided by Stantec nor shall Stantec warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond Stantec's reasonable control. Stantec does not warrant the Services to any third party and the Client shall indemnify and hold harmless Stantec from any demands, claims, suits, or actions of third parties arising out of Stantec's performance of the Services.

In performing the Services under this Agreement, Stantec shall operate as and have the status of an independent contractor and shall not act as or be an employee of the Client.

TERMINATION: Stantec may terminate this Agreement without cause upon thirty (30) days' notice in writing. If either party breaches this Agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to remedy the breach. On termination of this Agreement, the Client shall forthwith pay Stantec for the Services performed to the date of termination. Non-payment by the Client of Stantec's invoices within 30 days of Stantec rendering same is agreed to constitute a material breach of this Agreement and, upon written notice as prescribed above, the duties, obligations, and responsibilities of Stantec are terminated.

SUSPENSION OF SERVICES: If the project is suspended for more than thirty (30) calendar days in the aggregate, Stantec shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) days, Stantec may, at its option, terminate this agreement upon giving notice in writing to the Client.

ENVIRONMENTAL: Except as specifically described in this Agreement, Stantec's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the Services include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, Client acknowledges that such Services proposed or performed by Stantec are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the Client's contractor or others and that Stantec has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the Services provided by Stantec, Client agrees to indemnify and hold Stantec harmless from and against all claims, costs, liabilities, or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup, or related costs.

In the prosecution of work, Stantec will take reasonable precautions to avoid damage to subterranean structures or utilities. However, it is the responsibility of the Client to provide Stantec with assistance in locating underground structures and utilities in the vicinity of any construction, exploration, or investigation. Stantec shall also rely upon third party sources in order to determine the existence and location of any underground structures and utilities of any kind. The Client acknowledges and agrees that Stantec may rely on such third-party advice, so long as such third party is, in Stantec's opinion, a reasonable source for such information, without any requirement that Stantec shall make an independent evaluation or investigation of such underground structures and utilities. In the event that the information supplied by third parties in incorrect, the Client acknowledges that Stantec shall not be responsible for any damages done to any such underground structures or utilities. If neither party can confirm the location of such structures and utilities, the Client agrees to accept all liabilities, costs, expenses and damages, whether direct, indirect, economic, punitive, incidental, special, exemplary or consequential, associated with the repair, replacement or restoration of any damages to such structures and utilities caused by Stantec or its subcontractor(s) or subconsultant(s) in the performance of the Services and the Client agrees to defend, indemnify and hold Stantec harmless from any such damages.

BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS: Stantec shall, to the best of its ability, interpret building codes, by-laws, and other public regulations as they apply to the Project and as they are published at the time Services commence. Furthermore, Stantec shall observe and comply with all applicable laws, ordinances, codes, and regulations of government agencies, including federal, state, provincial, municipal, and local governing bodies having jurisdiction over the conduct of the Services ("LAWS"). However, it is expressly acknowledged and agreed by the Client that as the Project progresses such building codes, by-laws, other public regulations, and LAWS may change or the interpretation of any public authority may differ from the interpretation of Stantec, through no fault of Stantec, and any extra costs necessary to conform to such changes or interpretations during or after execution of the Services will be paid by the Client.

Stantec shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

COST AND SCHEDULE OF CONSTRUCTION WORK: In providing opinions of probable cost and project schedule, it is recognized that neither the Client nor Stantec has control over the costs of labor, equipment, or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on Stantec's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the Client's budget or schedule or from any opinion of probable cost or project schedule prepared by Stantec. Exact costs and times will be determined only when bids have been received for the Project and when the construction work has been performed and payments finalized.

ADMINISTRATION OF CONSTRUCTION CONTRACTS: When applicable, Stantec shall provide field services during the construction of the Project only to the extent that such Services are included and defined in this Agreement. The performance of the construction contract is not Stantec's responsibility nor are Stantec's field services rendered for the construction contractor's benefit.

It is understood and agreed by the Client and Stantec that only work which has been seen during an examination by Stantec can be said to have been appraised and comments on the balance of any construction work are assumptions only.

When field services are provided by Stantec, the authority for general administration of the Project shall reside with Stantec only to the extent defined in this Agreement. In such case, Stantec shall coordinate the activities of other consultants employed by the Client, only to the extent that Stantec is empowered to do so by such other consultants' contracts with the Client.

Stantec shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents nor for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. When field services are provided, no acceptance by Stantec of the work or services of a construction contractor or other consultants, whether express or implied, shall relieve such construction contractor or other consultants from their responsibilities to the Client for the proper performance of such work or services and further, Stantec shall not be responsible to the Client or to the construction contractor or to the other consultants for the means, methods, techniques, sequences, procedures and use of equipment of any nature whatsoever, whether reviewed by Stantec or not, which are employed by the construction contractor or the other consultants in executing, designing, or administering any phases of the Project, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto.

When field services are provided, Stantec will not be designated as the party responsible for the compliance by others on the construction work site with the purposes or requirements of applicable environmental, occupational health and safety, or similar legislation. The Client shall designate a responsible party, other than Stantec, for the coordination and performance of environmental, occupational health and safety activities on the construction work site as required by applicable legislation and associated regulations.

JOBSITE SAFETY: Neither the professional activities of Stantec, nor the presence of Stantec or its employees and subconsultants at a construction site, shall relieve the Client and any other entity of their obligations, duties and responsibilities with respect to job site safety. Subject only to applicable legislation, Stantec and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

INDEMNITY: The Client releases Stantec from any liability and agrees to defend, indemnify, and hold Stantec harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the negligence or willful misconduct of Stantec.

LIMITATION OF LIABILITY: It is agreed that, to the fullest extent possible under the applicable law, the total amount of all claims (including any and all costs associated with such claims such as attorney and expert fees and interest) the Client may have against Stantec under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees paid to Stantec for the Services or $500,000. No claim may be brought against Stantec in contract or tort more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Stantec and not against any of Stantec's employees, officers, or directors.

Stantec's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Stantec shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and loss of markets.

In no event shall Stantec's obligation to pay damages of any kind exceed its proportionate share of liability for causing such damages.

DOCUMENTS: All documents prepared by Stantec or on behalf of Stantec in connection with the Project are instruments of service for the execution of the Project. Stantec retains the property and copyright in these documents, whether the Project is executed or not. Payment to Stantec of the compensation prescribed in this Agreement shall be a condition precedent to the Client's right to use documentation prepared by Stantec. These documents may not be used for any other purpose without the prior written agreement of Stantec. The Client shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the Services rendered by Stantec in connection with the Project, for the life of the Project. The Client shall not use, infringe upon, or appropriate such concepts, products or processes without the express written agreement of Stantec. In the event Stantec's documents are subsequently reused or modified in any material respect without the prior consent of Stantec, the Client agrees to indemnify Stantec from any claims advanced on account of said reuse or modification.

Any document produced by Stantec in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Stantec, which may be withheld at Stantec's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract and will only be authorized pursuant to the conditions of Stantec's standard form reliance letter.

Stantec cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify, and hold Stantec, its officers, employees, consultants, and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Stantec, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Stantec's written consent.

PROJECT PROMOTION: Where the Client has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the Client agrees to include Stantec in such Project Promotion.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Stantec for services rendered.

GOVERNING LAW: This Agreement shall be governed, construed, and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed.

DISPUTE RESOLUTION: If requested in writing by either the Client or Stantec, the Client and Stantec shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Stantec from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ATTORNEYS FEES: In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this Agreement and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

ASSIGNMENT AND SUCCESSORS: The Client shall not, without the prior written consent of Stantec, assign the benefit or in any way transfer the obligations of this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

PROTECTION OF PRIVACY LAWS: The parties acknowledge that information relating to an identified or identifiable person ("Personal Information") may be exchanged in the course of this Project pursuant to this Agreement.

The party disclosing Personal Information (the "Disclosing Party") warrants that is has all necessary authorizations and approvals required to process and disclose the Personal Information and to enable the party receiving the Personal Information (the "Receiving Party") to process it in performing the Services. The Disclosing Party will provide the Receiving Party with written notice containing the details of what Personal Information will be provided.

The Receiving Party will comply with any reasonable instruction from the Disclosing Party in respect of such Personal Information and implement appropriate technical and organization measures to protect the Personal Information against unauthorized or unlawful processing and accidental loss, theft, use, disclosure, destruction and/or damage.

The Receiving Party shall be permitted, upon prior written consent of the Disclosing Party, to transfer Personal Information outside the jurisdiction if required for performance of the Services provided that such transfers are in accordance with relevant and applicable requirements under applicable legislation. The Receiving Party shall provide the Disclosing Party with full cooperation and assistance in meeting its obligations under applicable privacy legislation, including in relation to the security of processing, the notification of Personal Information breaches, the notification of requests from individuals and Personal Information protection impact assessments.

On termination of this Agreement, the Receiving Party shall cease processing Personal Information and shall delete and destruct or return to the Disclosing Party (as the Disclosing Party may require) all Personal Information held or processed by the Receiving Party on the Disclosing Party's behalf. It is understood however, that the Receiving Party may need to keep a copy of all Personal Information for legal purposes and therefore it will continue to take reasonable steps to protect the Personal Information as outlined herein and will proceed with the destruction of the Personal Information within a reasonable period of time if there is no longer any legal justification to keep the Personal Information.

Nothing herein relieves either party from their responsibilities for compliance with applicable privacy legislation.

ENTIRE AGREEMENT: This Agreement and Client's Professional Services Agreement including attachments to same, constitutes the sole and entire agreement between the Client and Stantec relating to the Project and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions, or warranties, whether express or implied, shall form a part hereof. This Agreement may be amended only by written instrument signed by both the Client and Stantec. All attachments referred to in this Agreement are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall take precedence.

SEVERABILITY: If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be binding on the Client and Stantec.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

BUSINESS PRACTICES: Each Party shall comply with all applicable laws, contractual requirements and mandatory or best practice guidance regarding improper or illegal payments, gifts or gratuities, and will not pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for the purpose or illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.

THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.

The Parties, intending to be legally bound, have made, accepted, and executed this Agreement as of the Agreement Date noted above.

City of Blue Springs, MO		**Stantec Consulting Services Inc.**	
Christine Cates, City Administrator		Kelly VanElders, Principal	
Print Name and Title		Print Name and Title	
Signature	_____	Signature	VanElders, Kelly Digitally signed by VanElders, Kelly DN: CN="VanElders, Kelly", OU=Internal, OU=users, OU=stantec, DC=corp, DC=ads Date: 2025.05.07 12:04:06-05'00'
_____		_____	
Print Name and Title		Print Name and Title	
Signature	_____	Signature	_____

Stantec

PROFESSIONAL SERVICES AGREEMENT
ATTACHMENT "A"

Attached to and forming part of the Agreement BETWEEN:

City of Blue Springs, MO

(Hereinafter called the "Client")

- and -

Stantec Consulting Services Inc.

(Hereinafter called "Stantec")

EFFECTIVE: March 14, 2025

This Attachment details the Services, Contract Time, Contract Price, Additianal Canditians and Additional Attachments farming part of the above-described Agreement.

SERVICES: Stantec shall perform the following Services:

See attachment: SW Park _ Site Schematic Design Phase- LA, Architecture, Structural, MEP, & Civil Services

CONTRACT TIME:

Commencement Date:	March 24, 2025
Estimated Completion Date:	End of Schematic Design- October 2025
	End of Construction Documents - September 2026
	End of Construction - December 2027

CONTRACT PRICE: Subject to the terms below, Client will compensate Stantec as follows:

Project specific charges, such as subconsultants; travel, accammadations, and meals; project-specific printing of deliverables; consumables; usage charges for specialized field equipment and company-owned, leased, or rented project vehicles; external testing lab charges and other extemal services charges; specialized computer software costs; and other significant project-specific expenses will be invoiced in addition to labor fees and to the FRD.

This agreement can be expanded to accommodate future additional services through CA.

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third-party charges will be charged as invoiced to Stantec with a 0 percent (0%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the Services ar services conditions change, Stantec shall submit to the Client in a timely manner, documentation of the revisions to Attachment "A" adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for Services are based on Stantec's hourly billing rate table ("Rate Table"), attached hereta. The Rate Table is subject to escalation from time to time. At a minimum, effective each January 1 during the term of this Agreement, Stantec's charges far Services shall escalate by the mast current Consumer Price Index for All Urban Consumers (CPI-U) year over year percentage increase, nat seasonally adjusted, for the preceding July, as published by the U.S. Bureau of Labor Statistics plus 1.0% (for all other projects).

ADDITIONAL CONDITIONS: The following additional conditions shall be read in conjunction with and constitute part of this Agreement:

No additional conditions.

ADDITIONAL ATTACHMENTS:

The following additional attachments shall be read in conjunction with and constitute part of this Agreement:

Stantec Rate Table

Exhibit A for Civil Engineering Services by Wilson & Company, sub-consultant to Stantec

Exhibit B for Architecture Services by SixTwentyOne, sub-consultant to Stantec

Exhibit C for Structural Engineering by Stand SEI, Sub-consultant to Stantec

Exhibit D for MEP engineering by Lankford-Feldler Associates, sub-consultant to Stantec

INSURANCE REQUIREMENTS:

Before any services are provided under this agreement, Stantec shall procure, and maintain insurance coverage during the term of this agreement.

EXHIBIT A

Wilson & Company
Scope of Services

SW Park - Schematic Design Phase Services
Blue Springs, MO
January 28th, 2025

General Scope of Services:

The purpose of this contract is to provide professional site-civil design and survey mapping services (as sub-consultant to Stantec) to develop schematic design documents for Blue Springs SW Park Master Plan improvements. The proposed improvements that are included in Wilson & Company's scope of services (schematic design) are understood to be:

- SW Park Site Survey Basemap Processing
- Surface and enclosed storm drainage collection, storage, and conveyance systems associated with Main Event Center entrance circle and associated parking lots, as well as the splash pad and secondary structures parking lots.
- Electrical services and site lighting.
- Other Utility Service Connections & Extensions (Sewer, Water, Gas, and Fiber) for Main Event Center, splash pad, and shelters.

The following deliverables are anticipated:

- Survey Basemap CAD File (Deliverable 1)
- Schematic Design Plans & Estimate (Deliverable 2)

Detailed Scope of Services:

Task 1 – Concept Plan

1.1 Kick-Off Meeting – Attend (1) one SW Park kick-off meeting (in person) and site visit.

1.2 Survey Data Basemap Processing – Process survey data collected as a part of 12th Street project and develop CAD basemap for SW Park limits (including ORTHOS – high resolution aerial imagery) (Deliverable 1).

1.3 Concept Plan Orientation – Assist with orientation of a Concept Design Plan. Coordination of concept layout of park infrastructure ensuring that 12th Street corridor and master plan elements are aligned.

1.4 Design Review Meeting - Attend (1) one concept design review meeting (in person).

Task 2 – Schematic Design (50%)

2.1 Design Team Meeting – Attend (1) one schematic design team meeting (in person).

2.2 Schematic Design Analysis –

2.2.1 Horizontal Layout: Provide schematic design review of parking lots and entrance circle for compliance with standards.

2.2.2 Provide Vehicle Tracking (turning template) assessment of entrance connections, parking lot aisles, and entrance drop-off circle to ensure turning radii comply with design vehicles.

2.2.3 Vertical Design: Provide schematic design review of parking lots and entrance circle for compliance with standards and establishment of preliminary site drainage approach.

2.3 Utility Coordination & Evaluation –

- **2.3.1** Coordination with architect related to utility demands for structures and amenities (water, sewer, gas, electric, fiber, etc.).
- **2.3.2** Coordination with adjacent developer (east of SW Park) for proposed sewer main / stub-out inverts and locations.
- **2.3.3** Develop schematic layout of utility service line connections and extensions.
- **2.3.4** Provide notice of intent and begin coordination with utility companies (Evergy, Spire, PW Dist. 13, etc.) related to schematic utility connections and extensions.

2.4 Design Review Meeting – Attend (1) one schematic design review meeting (in person).

Task 3 – Schematic Design (100%)

3.1 Design Team Meeting – Attend (1) one schematic design team meeting (in person).

3.2 Hydrologic and Hydraulic (Stormwater) Analysis –

- **3.2.1** Perform existing and proposed hydrologic and hydraulic calculations for all schematic surface and enclosed stormwater capture and conveyance systems.
- **3.2.2** Review schematic design for any impacts to FEMA Special Flood Hazard Areas and determine permitting requirements. Preparation of any CLOMR/LOMR/No-Rise documentation would be provided as an additional service.
- **3.2.3** Perform schematic design of any required stormwater BMPs including retention (wet) facilities and/or subsurface dry detention storage systems. Coordinate locations of BMPs with architect to ensure master plan elements interface properly.

3.3 Utility Coordination & Evaluation –

- **3.3.1** Revise schematic layout for utility service line connections and extensions based on initial utility coordination feedback.
- **3.3.2** Preliminary evaluation of booster pump for splash pad.
- **3.3.3** Continue coordination with utility companies (Evergy, Spire, PW Dist. 13, etc.) related to schematic utility connections and extensions. Attend up to (1) one meeting with each utility owner to discuss revised schematic design plans and anticipated clearance requirements.
- **3.3.4** Develop preliminary utility easement locations and incorporate into the schematic design plans (preparation of any easement acquisition docs will be handled as a part of the Design Development Phase).

3.4 Schematic Design Plans (100%) – Develop Schematic Design plans (Deliverable 2) for the assigned project elements:

I. Overall Storm Sewer Network Plan (1)
II. Overall Utility Plan (1)
III. Overall Site Lighting Plan (1) - photometric calcs not included

3.5 Estimation of Probable Construction Costs – Assist in preparing an Estimation of Probable Construction Costs for assigned design elements based on the Schematic Design Plans.

3.6 Design Review Meeting – Attend (1) one schematic design review meeting (in person).

Schedule of Fees

Task 1 – Concept Plan Orientation & Basemap Processing	$10,568.00 (incl. $7,200 survey)
Task 2 – Schematic Design (50%)	$5,600.00
Task 3 – Schematic Design (100%)	$27,700.00
TOTAL	**$43,868.00**

Items Not Included in the Scope of Services

1. Any work requested that is not included in the basic services will be classified as supplemental services. Supplementary services shall include, but are not limited to the following:
    a. Changes in the scope, extent, or character of the project.
    b. Revisions to the plans when inconsistent with previous approvals or instructions.
    c. Updating plans to reflect development that has occurred after the Schematic Design Plans are complete.
2. Environmental investigations or preparation of any environmental clearance documents.
3. Channel modification design is not included.
4. Analysis and/or preparation of any traffic counts or traffic studies.
5. Site grading design not included as a part of schematic design (this will be included as a part of Design Development and Construction Docs phase).
6. Geotechnical Investigations or Analysis
7. Pedestrian bridge substructure design not included as part of schematic design (substructure design to be included as a part of the Design Development and Construction Docs phase).

WILSON & COMPANY

EXHIBIT A
FEE ESTIMATE WORKSHEET

Proj.: Blue Springs SW Park
By: DJMeyer
Date: January 28, 2025
Client: Stantec
Notes: Civil Schematic Design

Fee Reviewed by:
CDP
Date:
Jan 28th, 2025

TASK I.D.	WORK TASK DESCRIPTION	ESTIMATED MANHOURS									TOTAL HOURS	TOTAL FEE
	TASK CODE	P6	P5	P4	P2	PD4	P4	P5	FS6	OD4		
	WCI CLASS											
	TITLE	QA/QC Manager	Project Manager	Project Civil Engineer	Civil Designer	CADD Designer	Water Resources Engineer	Electrical Engineer	Survey Operations Manager	Survey CADD		
	2025 LABOR RATE	$260.00	$210.00	$170.00	$130.00	$135.00	$170.00	$210.00	$200.00	$116.00		
TASK 1 - CONCEPT PLAN ORIENTATION & BASEMAP												
1.1	Kick-Off Meeting	2	2								4.00	$ 940.00
1.2	Survey Data Basemap Processing								8	48	56.00	$ 7,168.00
1.3	Concept Plan Orientation		4	4							8.00	$ 1,520.00
1.4	Design Review Meeting	2	2								4.00	$ 940.00
	Subtotal	4	8	4	0	0	0	0	8	48	72.00	$ 10,568.00
TASK 2 - DRAFT SCHEMATIC DESIGN (50%)												
2.1	Design Team Meeting	2	2								4.00	$ 940.00
2.2	Schematic Design Analysis		4	12								$ -
2.3	Utility Coordination & Evaluation		8	12							20.00	$ 3,720.00
2.4	Desgn Review Meeting	2	2								4.00	$ 940.00
	Subtotal	4	16	24	0	0	0	0	0	0	28.00	$ 5,600.00
TASK 3 - FINAL SCHEMATIC DESIGN (100%)												
3.1	Design Team Meeting	2	2								4.00	$ 940.00
3.2	Hydrologic and Hydraulic Analysis		2	4	24		24				54.00	$ 8,300.00
3.3	Utility Coordination & Evaluation		8	12							20.00	$ 3,720.00
3.4	Schematic Design Plans (100%)											$ -
I	Overall Storm Sewer Network Plan (1)			2	8	16	4				30.00	$ 4,220.00
II	Overall Utility Plan (1)			2	8	16					26.00	$ 3,540.00
III	Overall Site Lighting Plan (1)			2		16		8			74.00	$ 4,180.00
3.5	Estimation of Probable Construction Cost		2	4			2	2			10.00	$ 1,860.00
3.6	Design Review Meeting	2	2								4.00	$ 940.00
	Subtotal	4	16	26	40	48	30	10	0	0	222.00	$ 27,700.00
	TOTALS	**12**	**40**	**54**	**40**	**48**	**30**	**10**	**8**	**48**	**322.00**	**$ 43,868.00**

EXHIBIT B

six
twenty
one

March 12, 2025

Stantec (the Client)
7208 W. 80th St., Suite 201
Overland Park, KS 66204

Kelly and Josh,

Thanks so much for the opportunity to present this Letter of Agreement for the SW Park Event Venue project. We couldn't be more excited to partner with you all on this important project for Blue Springs. Below you will find a simple agreement that includes a description of the scope, the proposed fees, terms and conditions, and supplemental information for your reference.

If you have any questions regarding this proposal or would like to discuss it further, please do not hesitate to call or email. We look forward to getting started!

Sincerely,

Jacob Littrell, AIA
SixTwentyOne

jacob@sixtwentyone.com
C| 816.694.1369

Letter of Agreement

(Exhibit A)

Scope of Services

This proposal is for a new event venue, public restrooms and park shelters for the new SW Park in Blue Springs, Missouri. The event venue will be used to accommodate weddings, civic meetings and community events. Stantec will hold the Prime Contract with the City of Blue Springs and SixTwentyOne will provide architectural design services as a consultant to Stantec.

Concept Design / Programming

SixTwentyOne will work with the Stantec to conduct a discovery session and interviews with various stakeholders including Blue Springs staff and select user groups to determine the various programmatic and functional needs of the building. SixTwentyOne will provide benchmarking information by analyzing similar existing facilities for comparison as well as touring similar facilities and speaking with event coordinators/venue operators. After meeting with the project stakeholders and consultants, SixTwentyOne will compile a final program document that will include key findings, project goals, programmatic needs and specific spatial requirements (sizes and adjacencies). This phase of work includes (1) kick off/discovery meeting with Blue Springs staff, project stakeholders and select user groups and (1) program review meeting with Blue Springs staff. Programming deliverables include:

- Written Space Program – full outline of all required spaces and sizes
- Spatial Organization Diagrams – scaled diagrams representing size and adjacencies of all spaces
- Final Programming Document - compiling all project data

50% Schematic Design

Once the program has been finalized, SixTwentyOne will develop the Schematic Design of the event venue, public restrooms and park shelters. SixTwentyOne will coordinate with Stantec on the placement of the building, adjacency of indoor to outdoor spaces, walks and drop-off areas. This phase of work includes (1) design team meeting and (2) design review meetings with Blue Springs staff. Deliverables include:

- Preliminary Code Analysis
- Schematic Building Plans
- 3d Massing of Exterior and Interior
- Preliminary Exterior Materials Selection
- Interior Look & Feel Concepts
- Preliminary Renderings

100% Schematic Design

Once the preliminary design direction has been approved by Blue Springs staff, SixTwentyOne will finalize the Schematic Design and prepare Schematic Design Documents. SixTwentyOne will also coordinate with the Structural Engineer and MEP Engineer to establish preliminary selections of major building systems and construction materials/methods. This phase of work includes (1) design team meeting, (2) design review meetings with Blue Springs staff, and (1) meeting with the Construction Manager to review the Schematic Design. Deliverables include:

- Site Plan in coordination with Stantec
- Schematic Floor Plan
- Schematic Sections
- Schematic Elevations
- Architectural Narrative describing interior construction assemblies and finishes
- Preliminary Cost Analysis for Pre Engineered Metal Building, post & beam, and traditional construction options, and a recommendation for which method to utilize

Proposed Schedule

The project schedule requires 50% SD to be completed by July 18, 2025 and 100% SD by October 15, 2025. We anticipate the duration for each phase of the project to be as outlined below with full Programming and Schematic Design to be a total of 30 weeks. SixTwentyOne is available to begin work on the project immediately after signing of proposal.

Estimated Construction Budget

Blue Springs' total project budget goal, including hard and soft costs, for the entire park and buildings is approximately **$22,000,000**. The estimated budget for the event venue, restrooms and park shelters is **$6MM.**

Proposed Fee

SixTwentyOne proposes to be compensated based on a Lump Sum Fee of **$74,000**, plus reimbursable expenses as defined below. Any deviation from the Project Scope and Understanding above may increase the Lump Sum Fee. The Fee shall not be exceeded without the written approval of the Client.

Phase	**Duration**	**Fee**
Concept Design / Programming*	7 weeks	$20,000
50% Schematic Design	10 weeks	$27,000
100% Schematic Design	13 weeks	$27,000
Architecture Total		**$74,000**

** Concept Design / Programming fee includes an estimate of $5,000 for code consulting and consultation with a wedding/event planner/operator.*

Additional Services Recommended for DD - CD	**Consultant**	**Fee**
Kitchen Consultant	Trimark	TBD
Acoustic Engineer	Henderson Engineers	TBD
Lighting Designer	Clint Paugh Lighting	TBD
Audio Visual Consultant	TBD	TBD

Please let us know if you have any questions about the scope and fees listed above, or any attached exhibits. If this proposal meets with your approval, please sign below and return physically or digitally. We sincerely appreciate the opportunity to collaborate on this project. We're excited to get going!

Approved:

Kelly VanElders

Date

Fee Details

(Exhibit B)

Additional Services

Services not included in SixTwentyOne's scope above, will be invoiced at the hourly rates in Exhibit 'C' Hourly Rate Schedule, attached hereto, or at the rate charged by the professional involved. Those services might include but are not necessarily limited to: entitlement such as zoning variances, community meetings, and/or city or design commission meetings, photorealistic renderings, signage/wayfinding, graphics/branding, detailed specifications, subsurface investigation, civil engineering, surveying, lighting design, furniture, furnishing, or equipment specification and/or procurement. SixTwentyOne will ask the Client to authorize any additional services in writing prior to the commencement of such additional services.

Reimbursable expenses

Reimbursable Expenses are in addition to compensation for basic and additional services and include expenses incurred by SixTwentyOne and its consultants directly related to the Project as follows: consultant fees, international phone calls, express mail, delivery services, photography, copying, scanning, printing (in-house printing billed at $0.10 per black and white 8-1/2" x 11"; $0.50 per color 8-1/2" x 11"; $0.25 per square foot for large format black and white; $0.80 per square foot for large format color), computer plotting costs, travel expenses (mileage at current standard IRS rates). Reimbursable Expenses are billed at one and one-tenth (1.1) times actual cost for administrative handling.

Hourly rates

Principal	$210	/hr
Senior Architect	$150	/hr
Senior Interior Designer	$150	/hr
Project Architect	$135	/hr
Interior Designer	$90	/hr
Architectural Designer	$90	/hr
Architectural Intern	$75	/hr

Invoice and payment method

Payment for services shall be made monthly in proportion to the services performed. Invoices will be sent via email at the beginning of each month. All payments should be made to SixTwentyOne and sent to the address below. Payments are due and payable within fifteen (15) days of receipt of invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at one and one-half percent (1.5%) per month (18% annual percentage rate) on the balance owed.

Any project with an outstanding balance more than 60 days will result in the project being suspended until the project is brought into current status and may result in a delay in schedule. This would include payment of finance charges incurred in addition to invoiced amounts. Client agrees to pay all expenses incurred in connection with the collection of amounts owed, including, but not limited to, collection fees and expenses.

Checks payable to: SixTwentyOne, LLC

Mail:
SixTwentyOne
1901 Main St., Suite 200
Kansas City, MO 64108

Terms and Conditions

(Exhibit C)

I. Ownership of Documents

SixTwentyOne and its consultants shall be deemed the authors and owners of their respective instruments of service, including but not limited to drawings and specifications ("Instruments of Service"), and shall retain all common law, statutory and other reserved rights, including copyrights. In the event Instruments' of Service are used without retaining the author of the Instruments of Service to complete its services, Client releases SixTwentyOne and its consultants from all claims and causes of action arising from such uses. Client agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless SixTwentyOne 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 use of the Instruments of Service without the direct professional involvement of SixTwentyOne and its consultants.

II. Transfer of Documents

It is understood that from time to time Client may request SixTwentyOne to transfer its Instruments of Service to third parties for use in cost estimating purposes. The transfer or distribution of Instruments of Service to third parties is not to be construed as a publication in derogation of the reserved rights of SixTwentyOne and is consultants consistent with the terms described above. Payment in full for all amounts due and owing SixTwentyOne is an express condition precedent to any transfer of Instruments of Service. The use of SixTwentyOne's Instruments of Service shall be at Client's sole risk and without any liability, risk or legal exposure to SixTwentyOne. Client agrees to indemnify, defend, waive and release all claims or potential claims against SixTwentyOne, its consultants, its sub-consultants, and their respective officers, directors, employees, agents and servants relating to, or arising out of, the use of the Instruments of Service and the information contained in it, by any act or omission of the user of the Instruments of Service, under any legal theories whatsoever, specifically including the negligence of any released party.

III. Limitation of Liability

To the fullest extent permitted by law, Client agrees to limit the total liability, in the aggregate, of SixTwentyOne and its officers, directors, employees, agents and independent professional associates and consultants, and any of them, to Client, anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to SixTwentyOne's services, the Project or this Agreement from any cause or causes whatsoever, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of SixTwentyOne or SixTwentyOne's officers, directors, employees, agents or independent professional associates or consultants, or any of them. Such liability shall not exceed $10,000, or the total compensation actually received by SixTwentyOne under this agreement, whichever is greater.

IV. Design Contingency

SixTwentyOne makes no warranty, express or implied, that its design is or will be free of errors. Client and SixTwentyOne agree that certain increased costs and changes may be required and are anticipated due to omissions, errors or inconsistencies in drawings and specifications prepared by SixTwentyOne and its consultants. Client therefore agrees to set aside a reserve in the amount of two and a half percent (2.5%) of the estimated cost of the work as a contingency to be used, as needed, to pay for any such increased costs and changes. Client agrees to make no claim against SixTwentyOne or its consultants with respect to any increased cost within this contingency amount.

Cost increases as a result of Client requests made after construction documents are issued for permit, changes in governmental agency requirements after previous approval, or unforeseen conditions are not costs due to errors, omissions or inconsistencies. In no event shall SixTwentyOne be responsible for direct costs that Client would have incurred in the construction contract but for SixTwentyOne's error or omission.

V. Miscellaneous Provisions

A. The law of the State of Missouri shall govern this Agreement.

B. SixTwentyOne shall exercise reasonable skill, care and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional architectural practices (as appropriate) in SixTwentyOne's community. No warranty, expressed or implied, is included in this Agreement or in any drawing, specification, report or opinion produced pursuant to this Agreement.

C. In no event will SixTwentyOne be liable for any special, indirect or consequential damages including, without limitation, damages or losses in the nature of increased project costs, loss of revenue or profit, loss in production, extended overhead or equipment costs, claims by purchasers or customers of Client, or governmental fines or penalties.

D. Client may terminate SixTwentyOne's services in writing at any time upon seven (7) day's written notice and pay only for the hours worked and expenses incurred to the date SixTwentyOne receives Client's termination letter. Services may also be terminated by SixTwentyOne upon seven (7) days' written notice in the event of a material breach by Client of the terms hereof including, but not limited to, non-payment of SixTwentyOne's invoice. If so terminated, Client shall pay SixTwentyOne all amounts due for services rendered and expenses incurred to the date of termination, plus reasonable costs incurred by SixTwentyOne in terminating the services and any outstanding invoices and interest.

E. In the event a dispute shall arise between the parties to this contract in excess of $5,000, then as a condition precedent to any legal action by either party, the parties agree to participate in at least one session of mediation in an effort to resolve the dispute. The parties agree to split the mediation fees equally. The mediation shall be administered by a mutually agreeable mediator, jointly selected, and shall be held in Kansas City, Missouri or such other location as is mutually agreeable.

F. Client hereby irrevocably submits to the jurisdiction of any state or federal court sitting in Jackson County, Missouri, in any action or proceeding arising out of or related to this Agreement and Client further agrees that Client shall not bring any such action or proceeding in any other court, or seek to remove such action or proceeding to any other court. Client agrees and consents that service of process by registered or certified mails shall be sufficient to obtain jurisdiction.

G. These Terms and Conditions contain the entire agreement between SixTwentyOne and Client relative to the Scope of Services herein. All previous or contemporaneous agreements, representations, promises and conditions relating to SixTwentyOne's services described herein are superseded.

EXHIBIT C

STAND

PROPOSAL FOR STRUCTURAL ENGINEERING SERVICES

Date: 3/12/2025

Mr. Kelly VanElders
Stantec Consulting Services Inc.
7208 W. 80th St.
Overland Park, KS 66204

Re: SW Park, Blue Springs, MO
Schematic Design Phase

Dear Kelly,

Thank you for selecting us for this project. We are pleased to submit the following proposal to provide structural engineering design services for the schematic design (SD) phase.

We understand that the approach to the project may continue to evolve, and as such, developing an approach for subsequent design and construction phases will not be established until after the completion of the schematic design and cost estimating phase.

We understand that the architectural design of the project will be led by a combination of both Stantec (predominantly park and landscape structures) and Six-Twenty-One (predominantly "building" structures), and that we will need to coordinate with both firms as well as the remainder of the consulting team.

DESCRIPTION OF PROJECT
Per your masterplan drawings emailed to us 1/8/24 and our correspondence, the project consists of the design and construction of this new 50-acre park. It is our understanding the current project budget is on the order of $22 Million.

Building features included in our scope of work include the following:

1. A new events center, and ancillary supporting space.
2. A range of two different structural and architectural approaches will be evaluated during this phase in order to establish direction and understand costs for the remainder of the project. One approach would likely consist of a pre-engineered system, and the other would consist of a custom stick-built system.
3. Several new picnic shelters, each of the same "type" of design, but each of them will be of three different sizes (a small, medium, and large version).
4. We understand the park restroom facilities will also be pre-engineered / pre-fab construction types.
5. An elevated "tree-walk" trail circuit, will be pre-engineered and include turnkey foundations provided by that vendor. As such we don't anticipate providing foundations for this assembly. Both the foundation and superstructure for this feature will be fully delegated to and designed by other parties.
6. Unless noted otherwise for pre-engineered systems the superstructure will be designed by those vendors, and our work will be limited to engineering only for the foundation and interior slab systems.

SCOPE OF SERVICES & DELIVERABLES
Provide deliverables generally described as follows:

- Our work will be limited to the aforementioned "building" facilities and structures. We understand a civil engineering firm will be providing all other paving, flatwork, walkways, site retaining structures,

bridges for the roadways, misc site structures, retaining walls not parts of the buildings-proper, geometric controls, and trails.

- Participation in an initial "structural" charette with the design team.
- Participate in periodic design coordination meetings, approximately once per month: Webinars and conference calls will be used to the greatest extent practical to coordinate the work with your design team.
- Following selection of the two targeted framing systems, will provide an initial system selection narrative and study sketches to convey potential structural options.
- Our deliverables will be limited to a narrative and any associated sketches to be used to communicate and describe the anticipated structural system scoping for use by the cost estimating team, and to communicate the scoping trade-offs between the two selected alternative design approaches to the project.
- Progress submittals will be delivered electronically in .pdf format.
- Formal milestone submittals include the following:
    - 50% SD's mid-summer
    - 100% SD's in October
- We will utilize delegated design provisions consistent with industry standard & Masterspec for products either proprietary and/or typically engineered by the supplier. This includes components such as metal pan stairs, custom heavy-timber/mass-timber, pre-engineered metal buildings, cold-formed load-bearing systems, rainscreen support systems, curtainwall, structural steel connections, pre-engineered canopies (such as Mapes), precast components, pre-fabricated turn-key restroom facilities, temporary earth retention structures, post-tensioning requirements, shoring or similar construction provision requirements, and the like.
- The Pre-Engineered / Pre-fabricated suppliers will be responsible for the engineering design of all elevated structures down to and including anchor bolts, embedded anchorages into the foundations, and everything above and outside of the concrete foundation walls.
- The Cost Estimator will be engaged during the execution of the schematic design development phase for purposes of cost estimating and ensuring budget compliance at each intermediate milestone, as well as providing cost and constructability reviews along the way. We expect any CM that may be hired to proactively provide any desired detailing or construction options, and approach to the project given the variety of constraints. As such, we have included reasonable efforts for value engineering during the execution of the initial 30% phase, but have not included any significant ongoing value engineering after completion of such.

In order for us to complete our services, we will require the following services in a timely manner near the early design phase, upon which we will have the right to rely:

- Geometrical controls and dimensional layouts will be provided by Stantec / 621.
- Geotechnical investigation and foundations recommendations, and environmental investigation. We understand this will be procured as the schematic design phase progresses, after siting of the various facilities.
- All site survey information – including all utilities, grading, geometric controls, and topography.

COMPENSATION

Compensation for our services shall be a lump sum fee of $11,000.00, plus reimbursable expenses for any large-format printing and our travel expenses outside of the KC Metro area. Services will be invoiced and compensated on a monthly progress basis.

REIMBURSABLE EXPENSES

Reimbursable Expenses for travel and printing costs, as described in the Terms and Conditions, shall be billed at a multiple of 1.0 times the cost incurred.

ADDITIONAL SERVICES

Services beyond those outlined in the Scope of Services may be requested from time to time. Such Additional Services, Special Services, or Extra Services as described in the Terms and Conditions shall be charged at our Standard Billing Rates, or billed at a mutually agreed upon fee. A list of some services which we would be happy to provide but are considered additional is below:

- Subsequent design phases and construction administration phase services.
- Design of any other ancillary / site structures outside the building lines, underground utility structures, foundations for lighting, signage, terracing, or the like unless noted above.
- Engineering services in lieu of the delegated designs for the pre-engineered facilities. Meaning, custom built facilities in lieu of pre-engineered / pre-fab facilities.
- Other site or landscaping features requiring structural engineering design services.
- Redesign of any foundation or foundation wall components due to changes in anchors and anchorages from pre-engineered / pre-fabricated components engineered and provided by those parties.
- Redesign after release of milestone packages for multiple or alternate configurations or significant revisions due to value engineering. We have the right to rely upon the Cost Estimator's cost estimates to ensure that the design is on track with the project budget.
- Extension of schedule for purposes of further development or more detail, and the like.
- Flood-plain requirements are the responsibilities of other parties.

Standard Hourly Billing Rates for 2025 shall be as follows, and shall be adjusted in January of each following calendar year.

Principal	$205.00
Sr. Engineer	$180.00
Staff Engineer	$150.00
Jr. Engineer	$125.00
BIM Technician	$100.00
Admin / Intern	$ 75.00

ADDITIONAL PROVISIONS

This proposal assumes execution of a standard AIA Agreement or similar, with the same insurance limitations included in recent previous agreements with Stantec, and the agreement will include incorporation of the general principles outlined in the attached Terms and Conditions. Should final terms or desired scope of services significantly differ from those provisions, we reserve the right to revisit this proposal and fees.

If Services covered by this Agreement have not been completed within a reasonable time frame from the schedule described herein, through no fault of the Structural Engineer of Record (SER), the amounts of compensation set forth in this Agreement shall be equitably adjusted.

If this is generally acceptable, please return a signed copy of this proposal as a notice to proceed to authorize the commencing of the work, invoicing and payment prior to execution of the final form of Agreement.

Thanks again for offering us the opportunity to propose on this project. We look forward to collaborating with you and the rest of the development, design and construction team on this project.

Sincerely,



Brent Bonham, PE, SE

Cc: Jacob Littrell, at Six-Twenty-One

NTP Agreed to and Accepted by:

(Stand Signature)	(Signature of Client)
(Date)	(Date)
(Printed Name/ Title)	(Printed Name/ Title)
Stand Structural Engineering Inc	(Company)

Terms and Conditions

Billings/Payments
Invoices will be submitted monthly for engineering work completed. Invoices shall be considered past due if not paid within 30 days after the invoice date and the SE may, without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Any retainers shall be credited on the final invoice. A service charge will be charged at the rate of 1.5% (18% true annual rate) per month or the maximum allowable by law on the then outstanding balance of past due accounts exceeding 90 days, but not less than $50.00. In the event any portion of an account remains unpaid 90 days after billing, the Client shall additionally pay all costs of collection, including reasonable attorney's fees. Payments on account will be credited first to any service charge and then to any outstanding balances.

Reimbursable Expenses
Expenses incurred directly or indirectly in connection with the project such as, but not limited to, transportation, meals or lodging for travel, long distance telephone calls and facsimile transmissions, overnight deliveries, courier services, professional service sales taxes, the cost of reproductions beyond those normally required for coordination and information purposes, and the cost of outside professional services.

Hidden Conditions and Hazardous Materials
A structural condition is hidden if it is concealed by an existing finish or if it cannot be investigated by reasonable visual observation. If the SE has reason to believe that a structurally deficient condition may exist, the SE shall notify the Client who shall notify their Client (the Owner) of the condition. The Owner shall be responsible for authorizing and paying for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the Owner fails to authorize such investigation or correction after due notification, or (2) the SE has no reason to believe that such a condition exists, the Owner is responsible for all risks associated with this condition, and the SE shall not be responsible for the existing condition nor any resulting damages to persons or property. SE shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

Standard of Care
SE shall perform its services consistent with the professional skill and care ordinarily provided by engineers practicing in the same or similar locality under the same or similar circumstances. SE shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

Foundation design, if provided by the SE, will be based on presumptive allowable values for soil bearing and lateral earth pressures unless recommendations from a geotechnical engineer are provided. The presumptive values come from either the International Building Code or from the local jurisdiction where the project occurs. Using these presumptive values is the common standard of care for residential and wood-framed foundation design. The SE is not a geotechnical engineer and so if the client wishes to mitigate the risk of unknown soil properties, the client will need to employ the services of a geotechnical engineer and follow all of their recommendations. If the client does not obtain geotechnical engineering and recommendations for the project site, the SE shall not be liable for any foundation (or slab) issues such as movement, cracking, or water infiltration that occurs.

Indemnification
The SE shall indemnify and hold the Client and the Client's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the SE, its employees and its consultants in the performance of professional services under this Agreement. The SE's obligation to indemnify and hold the Client and the Client's officers and employees harmless does not include a duty to defend. The SE's duty to indemnify the Client under this Section shall be limited to the available proceeds of the insurance coverage required by this Agreement. The Client shall indemnify and hold harmless the SE and all of its personnel from and against any and all claims, damages, losses and expenses arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the SE) or anyone for whose acts any of them may be liable. This indemnification shall include any claim, damage or loss due to the presence of hazardous materials.

Risk Allocation
To the fullest extent permitted by law, the SE's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement, from any cause or causes, shall be limited to $1,000,000 per occurrence and $2,000,000 in the aggregate for Commercial General and Professional Liability. This limitation of liability shall apply to the SE and its officers, members, directors, partners, agents, employees, and subconsultants.

Worker's Compensation is limited to $500,000 in accordance with Kansas law. Employer's Liability insurance is limited to $500,000. Automobile Liability is limited to $1,000,000.

No Personal Liability
Client and SE agree the representations and undertakings set forth in this Agreements are not made or intended as personal by their respective shareholders, officers, directors, members, managers, employees, and no personal liability is assumed by, nor may at any time be asserted against, any of them personally, all such liability, if any, being expressly waived or released by the Parties. The

Parties agree claims, if any, will be brought against the business entities that are the Parties to this Agreement.

Termination of Services
This Agreement may be terminated upon 10 days written notice by either party should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the SE for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Ownership of Documents
All documents produced by the SE under this Agreement shall remain the property of the SE and may not be used by the Client for any other endeavor without the written consent of the SE.

Dispute Resolution
The Structural Engineer (SE) and Client agree to negotiate any claim(s) or dispute(s) arising out of or related to the agreement between them in good faith prior to exercising any other provision of this Agreement. If a claim or dispute between the SE and Client cannot be settled within 30 days by good faith negotiations the SE and Client agree to submit it to mediation in accordance with the Construction Rules of the American Arbitration Association or such other mediation service or mediator upon which the parties agree in writing. If the claim or dispute cannot be settled by good faith negotiations or mediation, then either party may exercise their rights under law. In no event shall a claim or dispute be made or sustained if it would be barred by the applicable statute of limitations.

Additional Services or Extra Services
Services beyond those outlined in initial Agreement Correspondence may be requested. Additional Services are services outside of the Agreement Correspondence. Extra Services are services which arise as a result of unforeseen circumstances during the design or construction process.

EXHIBIT D

Lankford Fendler + associates

March 13, 2025

Kelly VanElders, PLA, ASLA, LEED AP
Stantec
7208 West 80th Street, Suite 201
Overland Park, KS 66204-3720
(913) 905-3415
Kelly.vanelders@stantect.com

Re: Blue Springs Southwest Park Schematic Design

Kelly,

Thank you for providing to Lankford | Fendler + associates Consulting Engineers, Inc. (Consultant) the opportunity to submit a proposal to Stantec (Client) for Mechanical, Electrical, Plumbing and Fire Protection Engineering Services for the Blue Springs Southwest Park Schematic Design (Project). Based on information provided, we have developed the following proposal.

This proposal is based upon the accuracy of all information received via email correspondence, request for proposal, concerning project deliverables and/or schedule. It is our understanding that the Project consists of a Schematic Design Phase for the recently master-planned Southwest Park per the City of Blue Springs RFP dated January 30, 2025.

General Services

- Preliminary Schematic Design of mechanical systems consisting of heating, ventilating, air conditioning and exhaust systems for proposed Event building(s).
- Preliminary design of plumbing systems to a point 5'-0" outside building consisting of sanitary waste, storm, vent, gas and domestic hot and cold water systems for proposed Event building(s). This proposal does not include site work.
- Preliminary design of fire protection systems consisting of performance-type specifications for proposed Event building(s). This proposal does not include any hydraulic calculations or site work.
- Preliminary design of electrical systems consisting of interior, exterior, emergency and egress lighting, fire alarm, normal power, emergency power, and telecommunications for proposed Event building(s); for park restrooms, shelters and structures; utility power distribution for park site; and park site lighting.

Specific Services

- **Task 1: Transform Master Plan into Concept Design**
  - Scope and Deliverables
    - Project kick-off

        - No deliverables anticipated
    - Meetings
        - Attend one (1) on-site kick-off meeting and site visit
- **Task 2: Schematic Design 50%**
    - Scope and Deliverables
        - Develop preliminary concept design narrative for Mechanical, Electrical, Plumbing and Fire Protection systems to support project
        - Review opinion of probable costs
    - Meetings
        - Attend one (1) design team meeting
        - Attend one (1) design review meeting
        - Attend all virtual meetings as needed
- **Task 3: Schematic Design 100%**
    - Scope and Deliverables
        - Revise and finalize concept design narrative for Mechanical, Electrical, Plumbing and Fire Protection systems to support project
        - Review opinion of probable costs
    - Meetings
        - Attend one (1) design team meeting
        - Attend one (1) design review meeting
        - Attend all virtual meetings as needed

- Because this proposal is and subsequent deliverables are solely based on preliminary design, where no detailed calculations are being performed, system tests, material tests or design services provided, the Client agrees not to use this document for bidding purposes and to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any and all loss, claim or cost including all reasonable attorney's and consultant's fees and costs of defense, arising or resulting from the use of information under this proposal.

LIMITATION OF LIABILITY

- **TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES TO LIMIT THE LIABILITY OF CONSULTANT FOR DAMAGES ARISING FROM SERVICES PROVIDED BY CONSULTANT TO THE AMOUNT LISTED IN THE PRIME AGREEMENT.** Except for willful acts or omissions, neither Client nor Consultant will be liable to the other for any special, incidental, punitive or consequential damages, or commercial loss of any kind, including loss of business or profits. These limitations shall apply regardless of the cause of action or legal theory asserted, and regardless of whether Client or Consultant has been advised of the possibility of such damages. Any claims or disputes arising during design, construction or post-construction between or among Client, Consultant, or the contractor, and subcontractor or supplier or otherwise will be submitted to mediation as the initial method for dispute resolution within a reasonable time after such dispute has arisen. Client and Consultant shall cause other agreements relating to the project to include a similar provision for dispute resolution. In the event the dispute is not resolved through mediation, the prevailing party in any subsequent litigation or arbitration shall be entitled to recover its attorneys' fees and legal expenses and costs from the other party(ies). During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. Upon completion or early termination of this Agreement, the terms of this paragraph will survive.

Fee & Compensation

Consultant proposes to provide basic services based on project information listed for the followings lump sum fee, plus reimbursable expenses.

- Task 1 $1,560.00
- Task 2 $6,245.00
- Task 3 $7,805.00

Total **$15,610.00**

If the scope of work changes, or the Client requests changes to the scope of services outlined by this Agreement which requires development of new documents or changes to the completed documents, the Consultant's fee shall be adjusted proportionately.

Reimbursable expenses will be billed at Consultant's cost times a multiplier of **1.10** and shall include but not be limited to mileage, reproduction, postage and courier services.

Thank you again for giving us the opportunity to propose the above services to you. If you have any questions or concerns in regard to the proposed scope of services or on the fee, please feel free to contact us at your convenience.

Sincerely,

Lankford | Fendler + associates Consulting Engineers, Inc.



Gregory J Fendler, P.E., LEED™ AP
Principal

Enclosure Hourly Rate Sheet

Lankford Fendler + associates

2025 BILLING RATE SCHEDULE

Effective October 1, 2024 through December 31, 2025

CLASSIFICATION	HOURLY RATES
Administrative/Clerical	$ 90.00
Drafter	$ 120.00
Revit / CADD Technician	$ 140.00
Revit / BIM Manager	$ 170.00
Technology Designer	$ 180.00
Sustainable Engineer	$ 190.00
Mechanical / Electrical Designer 2	$ 145.00
Mechanical / Electrical Designer 1	$ 170.00
Mechanical / Electrical Engineer 2	$ 160.00
Mechanical / Electrical Engineer 1	$ 180.00
Project Manager	$ 190.00
Senior Engineer	$ 190.00
Principal	$ 240.00
PEER Review / 3rd Party Investigations	$ 275.00

CONFIDENTIAL

ATTACHMENT C

BLUE SPRINGS
MISSOURI, USA

2020
SEPTEMBER 15

MASTER PLAN FOR TWO PARKS

SOUTHWEST PARK AND ROSCOE RIGHTER PARK

PREPARED FOR: **Blue Springs Missouri**
Parks And Recreation
425 Ne Mock Avenue
Blue Springs Missouri 64014

Contact: Dennis Dovel *816.228.0265*

PREPARED BY: **Stantec**
Landscape Architecture and Park Planning
6800 College Boulevard, Suite 750
Overland Park, Kansas 66211

Contact: Kelly VanElders *913.905.3415*
Josh Cheek *913.905.3425*

In Collaboration with: **SFS Architecture**
Wilson & Company
Ballard*King
ETC

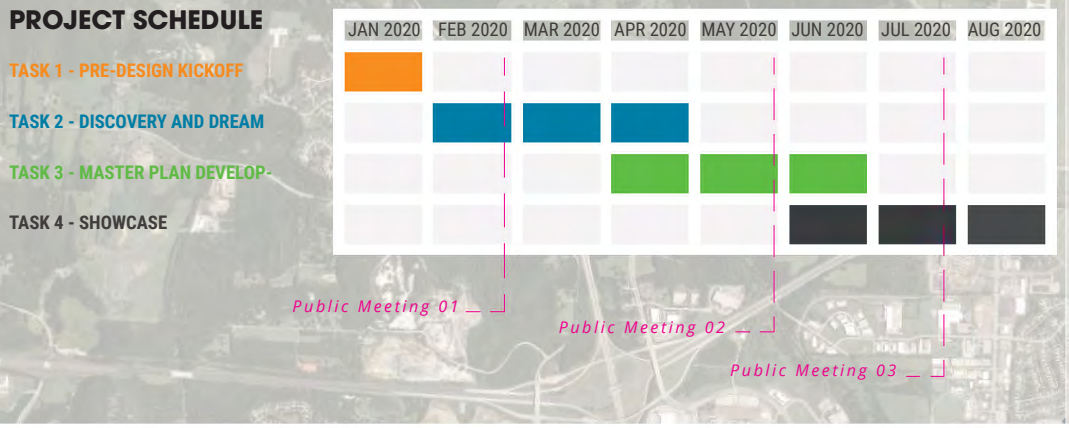
INTRO TO TWO PARKS

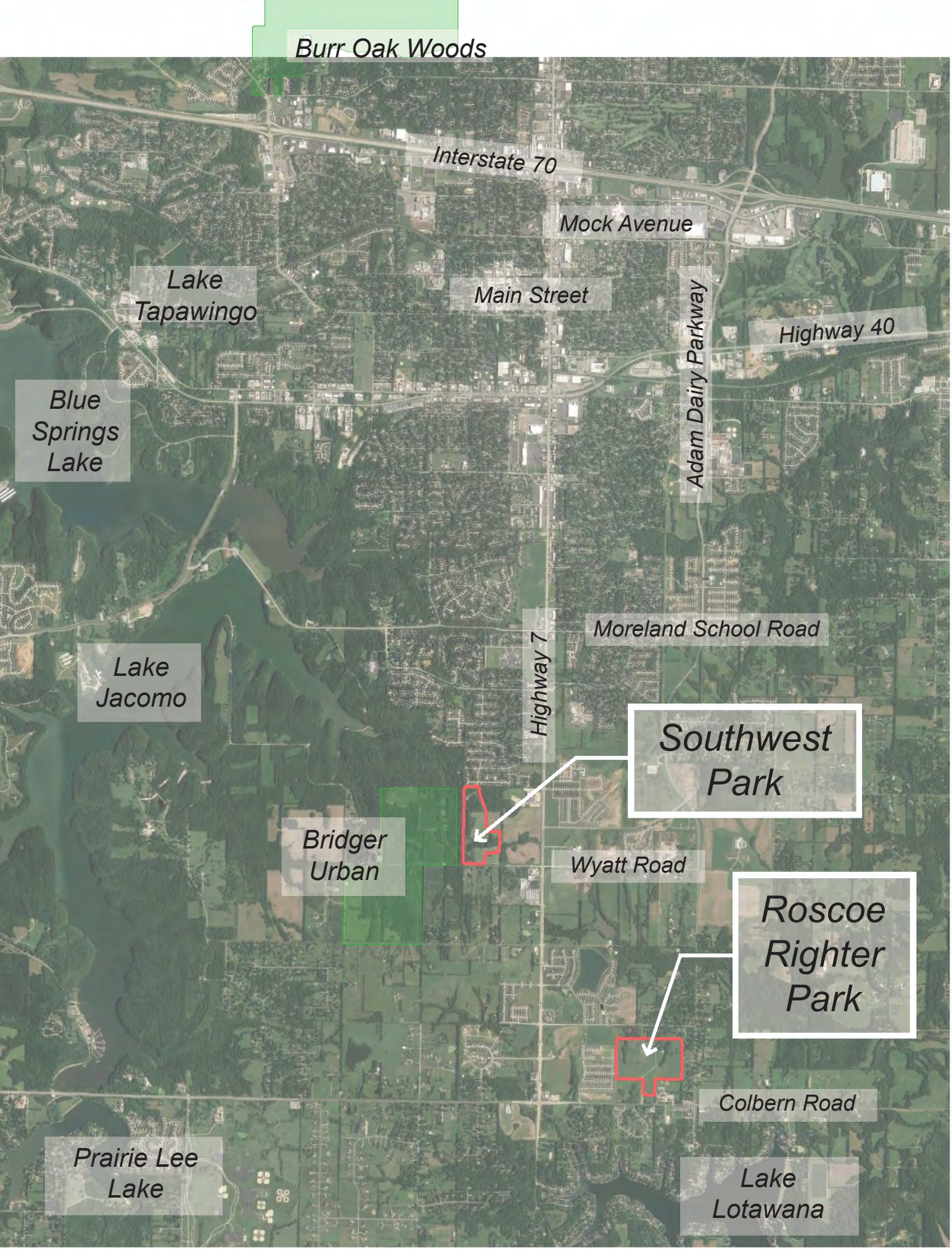
The master plans in this document are related to the two undeveloped parcels of land currently owned by the City of Blue Springs. These two parcels, referred to in this document at Southwest Park and Roscoe Righter Park, are located in the southern portion of Blue Springs adjacent to Highway 7.

The design of each park takes maximizes the unique physical characteristics of th sites, opportunities for public engagement and the relationships of proposed uses to adjacent properties.



PROJECT SCHEDULE




Burr Oak Woods
Interstate 70
Mock Avenue
Lake Tapawingo
Main Street
Adam Dairy Parkway
Highway 40
Blue Springs Lake
Moreland School Road
Highway 7
Lake Jacomo
Southwest Park
Bridger Urban
Wyatt Road
Roscoe Righter Park
Colbern Road
Prairie Lee Lake
Lake Lotawana

COMMUNITY INPUT

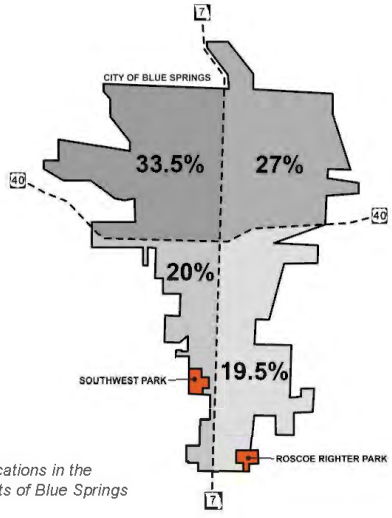
Community input is an important component of every park project. The city and design team conducted multiple public meetings, online surveys, statistically valid survey, created a project website and held virtual presentations in an effort to gain as many comments and ideas as possible. Each engagement point provided valuable input that the design team utilized in generating ideas, refining the concepts and ultimately crafting a final vision for each park.

Survey Monkey: Public Survey

Online open survey open to all community members

- Available February through April 2020
- Used in comparison to statistically valid survey
- 12 questions related to parks and aquatics

191
Number of respondents



Respondent locations in the geographic quadrants of Blue Springs

ETC Institute: Statistically Valid Survey

Statistically Valid Survey

- Data collected online and with mail-in packets during March and April of 2020
- 32 questions related to parks and aquatics


Blue Springs, Missouri
Parks & Recreation

A Few Minutes of Your Time Will Help Make the City of Blue Springs a Better Place to Live, Work and Play!

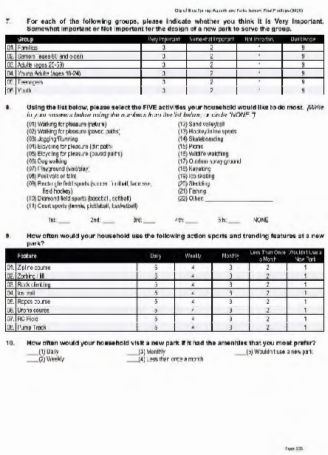
Dear City of Blue Springs Resident:

Your response is of the utmost importance...

Sincerely,

Carson Jons, Mayor
City of Blue Springs
903 W. Main St.
Blue Springs, Mo. 64015

Donna Dowd, Director
Blue Springs Parks and Recreation
903 W. Main St.
Blue Springs, Mo. 64015


7. For each of the following groups, please indicate whether you think it is Very Important, Somewhat important or Not important for the design of a new park to serve the group.

Group	Very Important	Somewhat Important	Not Important	Don't Know
(A) Families	3	2	1	9
(B) Seniors (ages 65 and over)	3	2	1	9
(C) Adults (ages 22-64)	3	2	1	9
(D) Young Adults (ages 18-24)	3	2	1	9
(E) Teenagers	3	2	1	9
(F) Youth	3	2	1	9

8. Using the list below, please select the FIVE activities your household would like to do most. (Write in your responses in the boxes below, i.e. circle "NONE")

(01) Walking for pleasure (nature)
(02) Walking for pleasure (paved paths)
(03) Jogging/Running
(04) Bicycling for pleasure (dirt paths)
(05) Bicycling for pleasure (paved paths)
(06) Dog walking
(07) Playground activities
(08) Pool visit or bike
(09) Participating in field sports (soccer, football, lacrosse, field hockey)
(10) Diamond field sports (baseball, softball)
(11) Court sports (tennis, pickleball, basketball)
(12) Sand volleyball
(13) Hockey/inline sports
(14) Skateboarding
(15) Picnic
(16) Wildlife watching
(17) Outdoor swimming pool
(18) Fishing
(19) Dancing
(20) Other: _____

1st: _____ 2nd: _____ 3rd: _____ 4th: _____ 5th: _____ NONE

9. How often would your household use the following action sports and trending features at a new park?

Feature	Daily	Weekly	Monthly	Less Than Once a Month	Would Not Use
(A) Zipline course	5	4	3	2	1
(B) Zorbitz Ball	5	4	3	2	1
(C) Rock climbing	5	4	3	2	1
(D) Ice rink	5	4	3	2	1
(E) Ropes course	5	4	3	2	1
(F) Skyscreamer	5	4	3	2	1
(G) Ski Hoist	5	4	3	2	1
(H) Pump Track	5	4	3	2	1

10. How often would your household visit a new park if it had the amenities that you most prefer?
(1) Daily
(2) Weekly
(3) Monthly
(4) Less than once a month
(5) Would not use a new park

502

Number of respondents

95% Level of Confidence

Public Survey – Blue Springs Parks

56%

Percent of respondents that use passive parks **outside** the cities

59%

Percent of respondents that use active parks **outside** the city

87%

Percent of respondents that stated **families** are the most important user group for the park design

Why respondents visit parks

- Walking trails (73%)
- Nature areas (55%)
- To relax (53%)
- Playgrounds (52%)
- Shelter/Picnic areas (51%)

53%

Respondents who indicated that city parks **mostly** meet their needs

52%

Respondents who stated they would use a new park **weekly** if it had the preferred amenities

Desired Activity Ranking



1. Paved Walking Paths (62%)
2. Nature Paths (56%)
3. Picnic Facilities (41%)
4. Festivals and fairs (41%)
5. Playgrounds (40%)

SOUTHWEST PARK





EXISTING CONDITIONS

Southwest Park is an incredible piece of property that has a wide variety of natural character that allows for discovery and encourages exploration. The natural character of the site should be maintain and enhanced to allow all visitors to experience the site in a variety of activities.

Existing tree cover, topography and storm water drainage ways create some opportunities to re-imagine the previous vehicular corridor alignment through the site and create a more park like aesthetic and maximum site potential.

The proximity of the site to Bridger Urban Conservation Area and Lake Jacomo should be maximized to create a collaborative system of trails and linkages to connect these park and conservation assets.



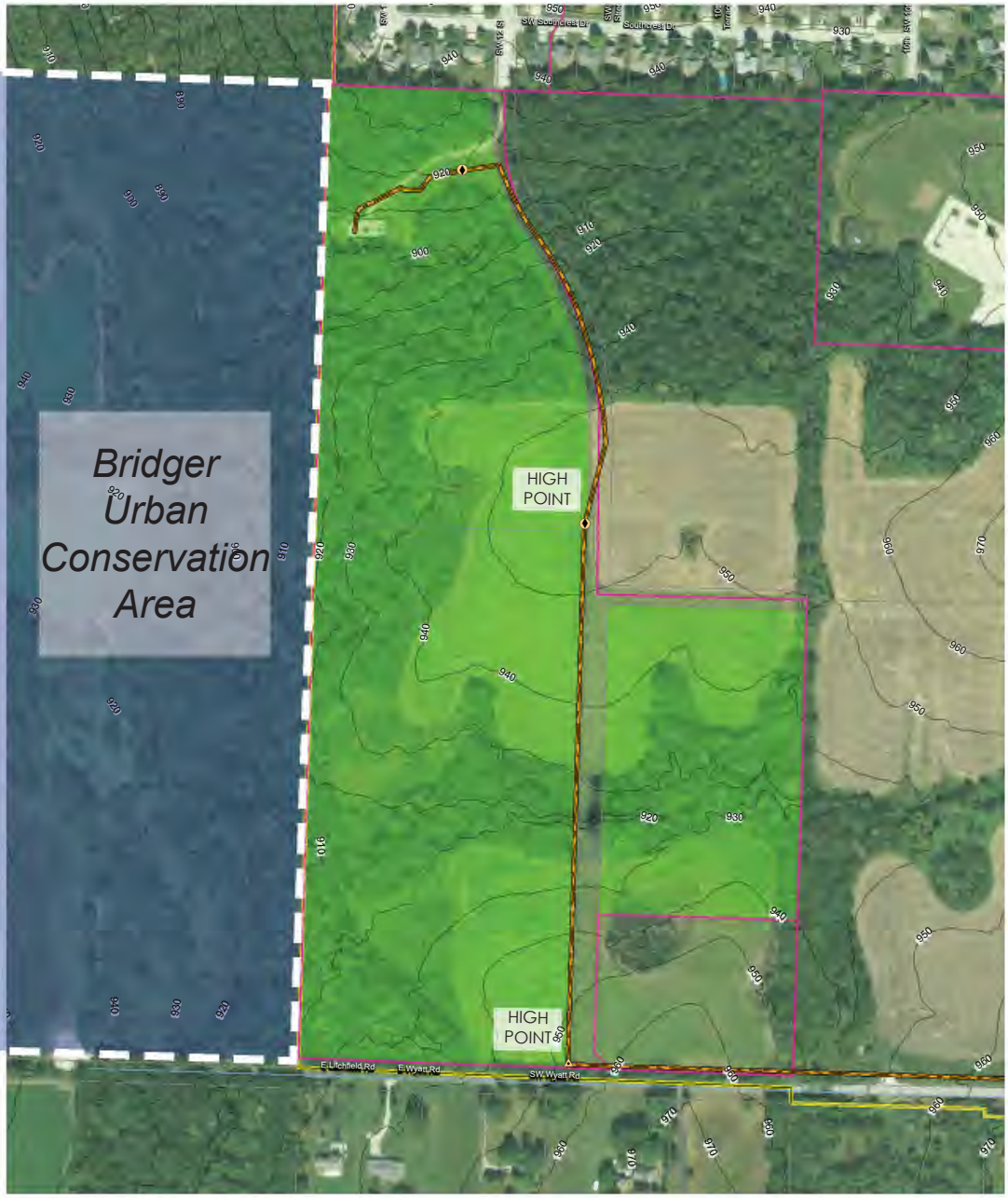








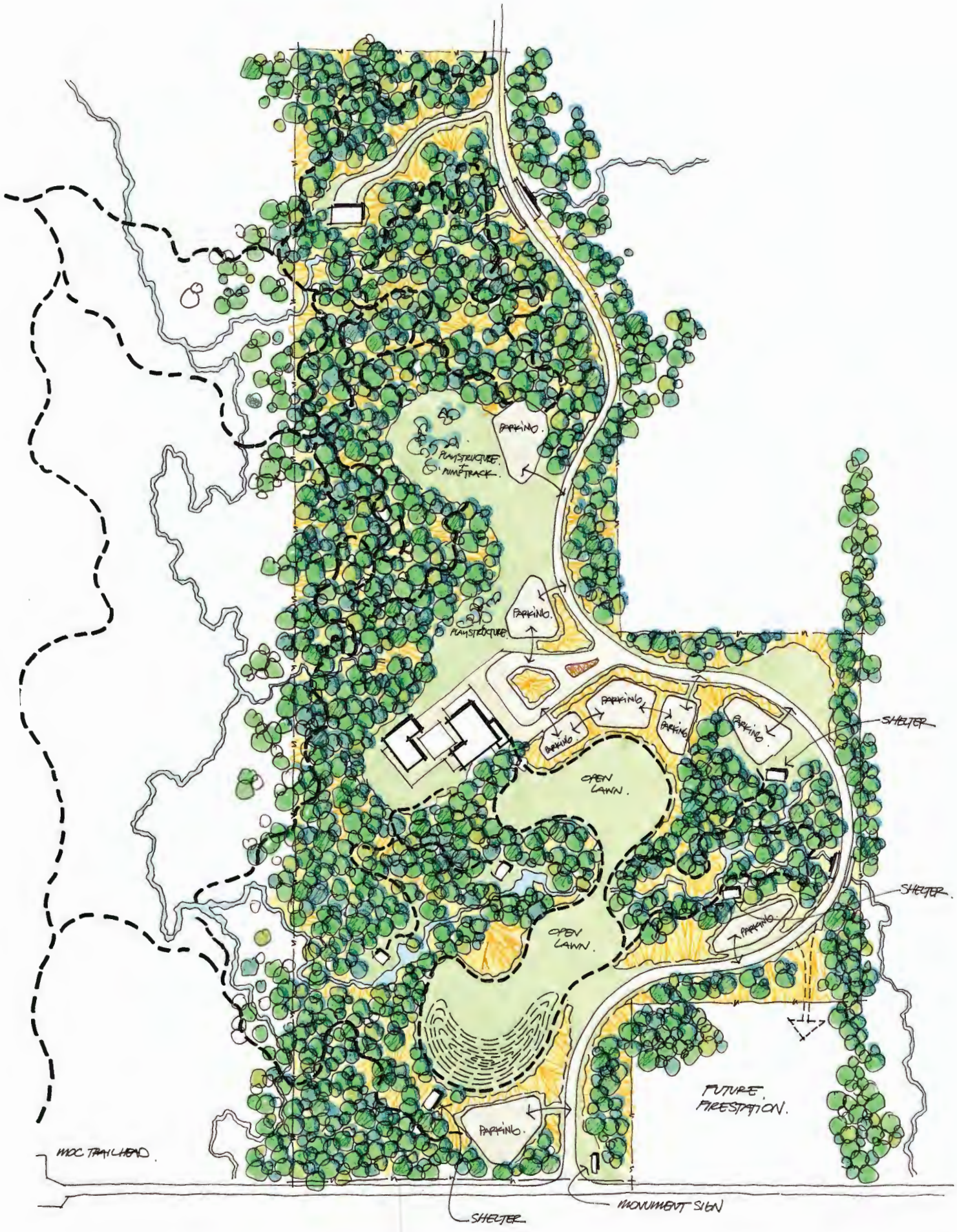



Bridger
Urban
Conservation
Area
HIGH
POINT
HIGH
POINT
SW Southcrest Dr
E Litchfield Rd
E Wyatt Rd
SW Wyatt Rd

EXPLORING CONCEPTS

After gaining public feedback on the type of park and activities desired at each park, the design team created a series of concept alternatives that explored a variety of ways of engaging visitors with the park. The alternatives focused on the creation of dynamic spaces and circulation patterns that allowed the natural character of the park to remain and located park elements and amenities in locations that promoted the interaction of pedestrian walks, bike trails and gathering nodes.




PARKING
PLAYSTRUCTURE
PUMPTRACK
PARKING
PLAYSTRUCTURE
PARKING
PARKING
PARKING
PARKING
SHELTER
OPEN LAWN
SHELTER
OPEN LAWN
PARKING
FUTURE FIRESTATION
PARKING
MOC TRAILHEAD
SHELTER
MONUMENT SIGN

VISION PLAN

The final vision plan was a result of the merging of concepts to create a design that weaves proposed green park amenities and built structures with the natural setting.

The park drive was aligned to maximize the site potential for pedestrian space that was uninterrupted by vehicular drive and reduce the potential conflict between the two.

Large serpentine open lawn spaces were positioned in current agriculture land maintaining as much of the existing tree cover as possible. These spaces were linked across stormwater drainage ways to create iconic Instagram moments in the park and a site narrative that embraces the natural environment.

The event structure was placed tucked into the tree line on a small ridge to maximize views, create a dynamic sense of place and unique setting. This location also minimizes any potential disturbance to surrounding neighborhoods and homes.

The north edge of the property includes the primary play components of the park and is positioned in this location to have the most direct access to the neighborhood north.

The following pages look at the park in more detail and describe the utilization and experience of each zone.





CRESCENT HILL

Visitors at the south arrival to the park are welcomed by a park monument sign that identifies the park as part of the Blue Springs park system.

The park drive swings to the east creating the opportunity for a large open lawn space to the south of the existing creek. The Crescent Hill feature establishes the southern edge of the lawn space and creates a dynamic play opportunity. This sculpted, not scripted landform encourages visitors to use their imagination and develop a variety of ways to engaging the slope. Multi-season use is encouraged to maximize park engagement throughout the year, sled hill in winter, star gazing in summer, amphitheater in spring, etc

A shared use path establishes an accessible route through the park that allows all users the ability to view the park for different vantage points. This path ties into a more natural series of trails through the treeline for hiking and biking.

A shelter and parking to the south of crescent hill provide users with close accessible parking and quick access to the trails and sled hill.


TRAILS IN TREELINE




ENHANCE EXISTING CREEK
SHELTER
SHARED USE PATH
FLEX LAWN / AMPHITHEATER / SLED HILL
SHELTER
PARKING
SW 12TH STREET
PARK MONUMENT SIGN
SW WYATT ROAD







GREEN AND BLUE ZONE

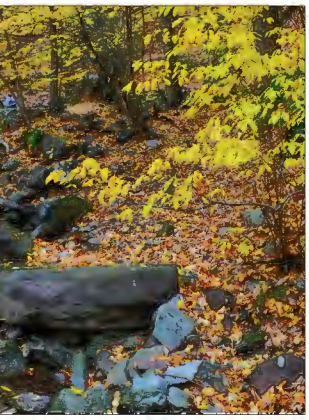
The interconnection and weaving of the open space, trails and creek corridor is most evident in this zone. The open lawn spaces constrict and expand to allow existing trees to remain while maximizing flexible open lawn space. The bridge is a identity element for the park and an opportunity to gain a different perspective of the creek. The existing creek will be enhance to provide a series of ponds and falls increasing the aesthetics and place making of the park. The lawn at the creek edge provides a great opportunity to relax or have a picnic by water edge.

All these spaces are connected by the shared use path and trail system to establish an inclusive, accessible environment for all users.






PARKING
PARKING
SHELTER
PLAYSTRUCTURE
OPEN LAWN
SHARED
USE PATH
SHELTER
BRIDGE
ENHANCE
EXISTING
CREEK
SHELTER
PARKING
OPEN LAWN
SHARED
USE PATH
SW 12TH STREET







CELEBRATION EVENT SPACE

The event space creates a special venue and location that can be utilized for a variety of occasions. The key to this space is flexibility and the opportunity to create a space that has form and place without dictating a specific use or function. The space could be arranged for a business retreat, then converted to a graduation party and followed the next day by a wedding. Simple structures that are well designed and constructed with appropriate HVAC and audio visual infrastructure from the beginning.

The grounds of the event complex are just as important to establish place and appropriate arrival sequence to give guest the sense of arriving at a special space, and not just a building in a park. The vehicular arrival sets up the approach with a landscape statement and drop-off separate from the main vehicular travel. The pedestrian drop-off is connected to the arrival garden that creates the foreground for the Main House and Event Barn. This garden is important in setting a stage for any prefunction area that may be needed. The Main House and Event Barn work in collaboration with the Conservatory and Lawn Panel to establish multiple staging and setup options allowing patrons to personalize their event.

Along with the visitors to the event, it is important to allow park visitors to access the park without disrupting the event. A path allows for visitors to easily move around the event and drop-off without entering the arrival garden or prefunction space.






PARKING
SW 12TH STREET
MAIN HOUSE
DROP-OFF
CONSERVATORY
ARRIVAL GARDEN
LAWN PANEL
PARKING
EVENT BARN
PLAYSTRUCTURE
OPEN LAWN
TRAILS
SHARED
USE PATH
SHELTER
BRIDGE







VENUE SETTING

The landscape and gardens of the venue should be easily maintain, low maintenance, drought tolerant species and utilize native plant material where appropriate. Irrigation should be included in the landscape statement, drop-off, arrival gardens, and lawn panel to ensure vigorous growth and healthy plant material year round.

The strong central axis creates a formal approach and arrival that places prominence on the event barn and arrival gardens. The main house is a support building for meeting rooms, bridal suite, kitchen and offices for administration. The conservatory creates an enclosed link between the Main House and Event Barn, as well as creating a unique dining and cocktail setting overlooking the lawn panel.

In addition to the structure of the complex, additional wedding ceremony spaces should be established in the wooded area adjacent to the structures. These venues in the trees can be illuminated and programmed to be one of a kind backdrops for events.




SHELTER
LANDSCAPE BERM / SLEDDING
TRAIL CONNECTION
EVENT BARN
SHELTER
LAWN PANEL
PLAYGROUND
CONSERVATORY
MAIN HOUSE
ARRIVAL GARDEN
DROP-OFF
LANDSCAPE STATEMENT
FACILITY ARRIVAL

FLEXIBLE STRUCTURE

Providing flexibility in the design of the structure to allow for multiple events, staging and setup is key to the success of the venue. Simple forms with muted neutral colors and wood tones will allow the patrons to individualize the space in their own way.

It is critically important for the structure and complex to embrace the topography and vegetation of the site. The views from the event spaces into the tree line will be a signature feature of the complex and create a unique experience for the users.









NORTH WOODS

The north woods zone of the park provides a variety of ways for visitors to experience the tree line and creates a site narrative that can evolve over the seasons.

The shared use path connects to the neighborhood to the north along the park drive before extending to and connecting to the greater park trail system. This connection is critical to providing a safe, accessible pedestrian connection to the community.

The playstructure should be an extension of the tree line and be primarily ropes and climbing with amenities added for inclusion and diversity of play.

A pump track and bike trail with skill obstacles provide an opportunity for beginner and experience riders to engage in close proximity helping to establish a bike community. A rider can learn on the pump track, practice on the obstacles and eventually grow into a greater single track experience that connects to Lake Jacomo.

The Tree Walk is the crescendo of this zone. A unique experience that elevates the visitor into the tree line. The existing topography allows for the creation of the walk without the need for vertical movement towers or long ramps. The weaving of the elevated walk and bike trails below create a point of view relationship that would be a talking point and identifier for the park. The Tree Walk could be programmed throughout the year for holiday lights, Halloween walk, spring light fest, etc providing consistent revenue stream.






TREE
WALK
BIKE
TRAILS
SHARED
USE PATH
PLAYSTRUCTURE
EXPERIENCE /
PUMP TRACK
PARKING
SW 12TH STREET
SHELTER
TREE
WALK
SHARED
USE PATH
PARKING







A-FRAME SHELTERS



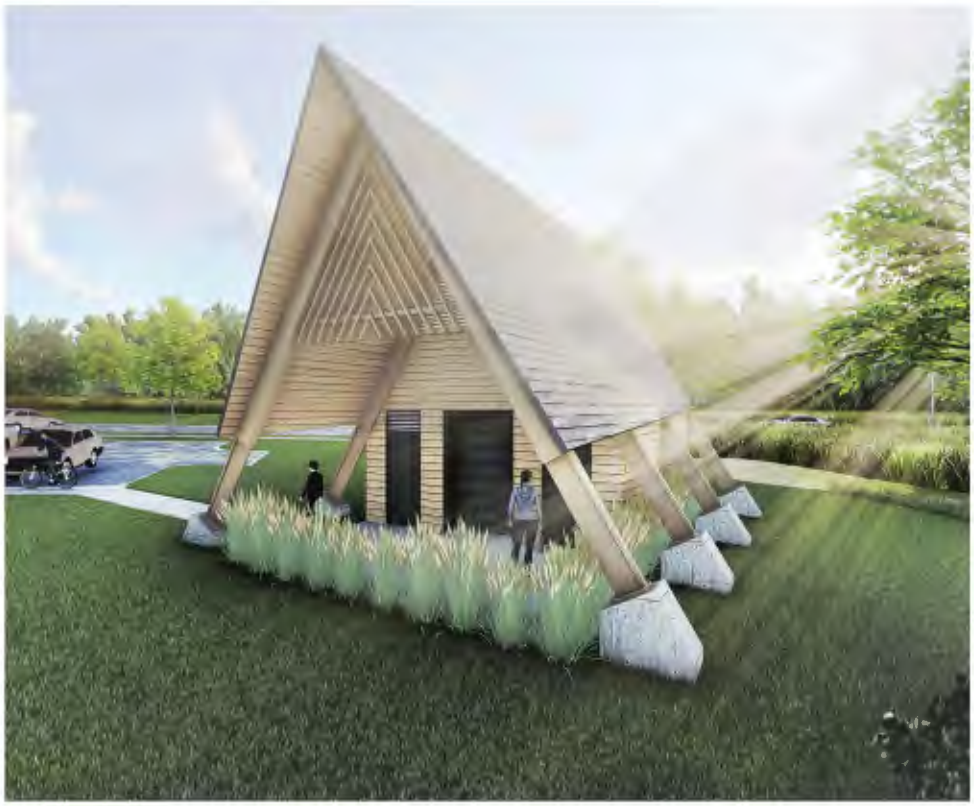


The shelters at Southwest Park draw inspiration from utilizing a simple architectural form and altering the materiality, porosity and roof line to frame views of the site. These framed views to and from the shelters allow for dynamic photos that create memory moments throughout the park.

The position of the shelter and the adjacent natural environment inform how the roof line resolves its form. When adjacent to an open space the roof line can open and allow views or when adjacent to a creek the roof line can create the support for a deck.

The simplicity of the form also allows for the addition of enclosed space for restrooms and storage allowing the structure to be repeated throughout the site in a variety of ways and applications.

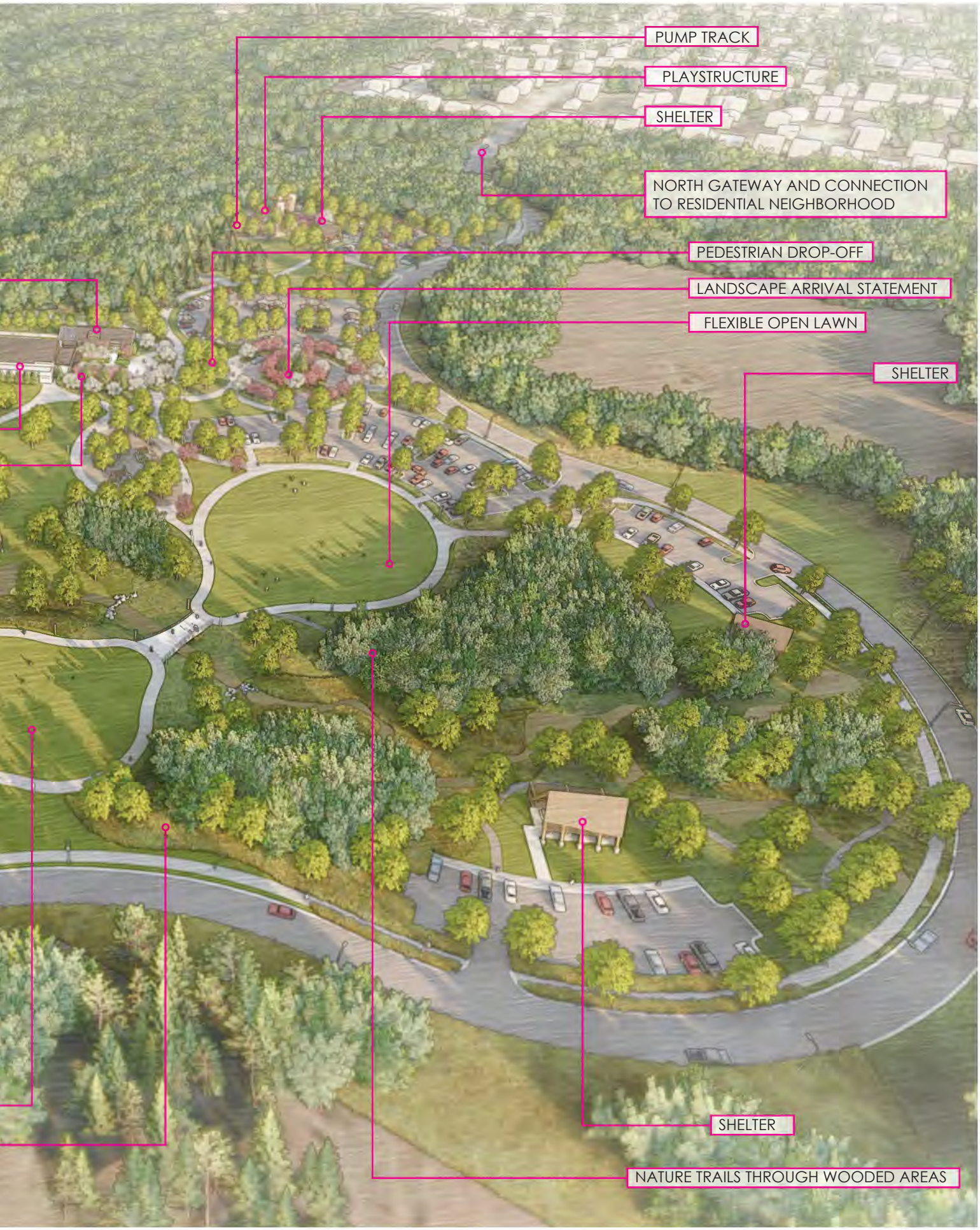






PARK AERIAL


TRAIL NETWORK CONNECTS PARK TO BRIDGER URBAN CONSERVATION AREA AND LAKE JACOMO
MAIN HOUSE
EVENT BARN
EVENT FACILITY ARRIVAL GARDENS
SHELTER
ENHANCE EXISTING WATER WAY TO CREATE A SERIES OF SMALL FALLS AND WATER POOLS ACCESSIBLE BY PEDESTRIANS
LAWN AREAS ADJACENT TO WATER ALLOW FOR SHADED PICNIC AND SPECIAL EVENTS
SHELTER
10 FOOT TRAIL
FLEXIBLE OPEN LAWN
NATIVE GRASS MIX
SCULPTED LAWN FORM / SLED HILL


PUMP TRACK
PLAYSTRUCTURE
SHELTER
NORTH GATEWAY AND CONNECTION TO RESIDENTIAL NEIGHBORHOOD
PEDESTRIAN DROP-OFF
LANDSCAPE ARRIVAL STATEMENT
FLEXIBLE OPEN LAWN
SHELTER
SHELTER
NATURE TRAILS THROUGH WOODED AREAS

ROSCOE RIGHTER PARK





EXISTING CONDITIONS

Roscoe Righter Park is primarily agricultural land with long views across the property from east to west. The site generally drains stormwater from the south to the north with two primary swales gathering the majority of surface rainfall. These swales have the only tree cover on the property and have no standing water.

An existing tower and pump station are located in the northeast quadrant of the property. The tower structure is visible throughout the park and has the potential to become an iconic identity feature of the property.

The surrounding neighborhood to the west, residential properties to the north and east, and the elementary school at the southeast corner should be considered for screening, buffering and the creation of pedestrian linkages to encourage safe pedestrian traffic through the park.

There is potential to create a north connection to Mason School Road by utilizing an existing right-of-way along the north edge of the property.











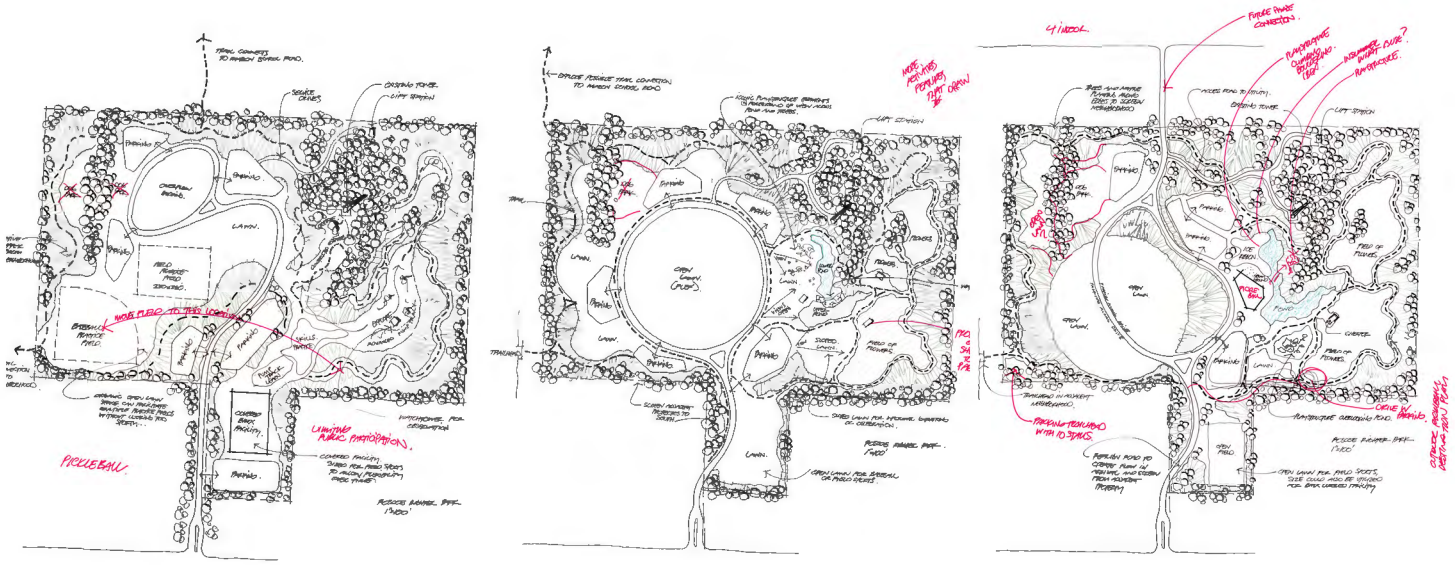



SE Mason School Rd
Mason School Rd
HIGH POINT
HIGH POINT
NE Colbern Rd
Co Hwy 8/SE Colbern Rd

EXPLORING CONCEPTS

After gaining public feedback on the type of park and activities desired at each park, the design team created a series of concept alternatives that explored a variety of ways of engaging visitors with the park. The alternatives focused on the positioning of activity points and exploring the vehicular circulation through the site.

Vehicular movement through the site was an important point of analysis and discussion as it began to inform the location of program elements. The pedestrian circulation network and festival green tied into these movements in an effort to create multiple points of interest along a looped system of pathways.




PARKING
DOG PARK
PARKING
PARKING
ICE LOOP
LOWER POND
FALLS
OVERLOOK
UPPER POND
OPEN LAWN
OPEN LAWN
PARKING
PARKING
PARKING
OPEN LAWN

VISION PLAN

The final vision plan was a result of merging of concepts to create a design that centralized the primary activity zones of the park, distributed parking throughout the site, created buffer zones along the edges of the park and created a vehicular connection from the north to south property lines.

The park drive is aligned to maximize views of the activity center and provide direct access to parking while limiting the amount of primary roadway through the park. Parking is scattered throughout the park to allow accessibility to primary points of interest.

A large festival lawn is created to accommodate larger events, while smaller spaces allow for gatherings throughout the site.

The central activity hub consolidates infrastructure and utilities to one point while allowing for pedestrian and bike connections to other areas of the park.

The following pages look at the park in more detail and describe the utilization and experience of each zone.





SOUTH LAWN PANEL

Entering from the south, the visitor to Roscoe Righter Park is presented with a curvilinear drive that slows down the driver and begins to present a park like aesthetic. A park monument sign is located along the east edge of the drive as the roadway begins to swing into the park. The orientation of the drive is intentional to direct the views toward the activity hub and building. As the visitor breaks the tree line, a large open lawn is visible. This lawn is sized to be able to accommodate a variety of impromptu field sports, but is not envisioned to be programmed or equipped.

A shared use path connects the south lawn panel to the trail system of the park and coordination should occur with Mason Elementary School to ensure that a pathway is provided connection park trails and sidewalks to the school that ensures ease of use and safety of students.






PARKING
SHARED USE PATH
OPEN LAWN
PARK DRIVE
PARK MONUMENT SIGN
MASON ELEMENTARY SCHOOL







FESTIVAL GREEN

A large, flexible lawn centrally located in the park is proposed a the festival green. This open lawn is framed by the shared use path and sweeps on native grass providing an edge for the space. The festival green is positioned on axis with the arrival plaza to the activity building creating a different relationship between these two uses and allowing the activity building to become a backdrop for events staged in the open lawn. A variety of programed activities could occur in the lawn including festivals, concerts, movie nights, BBQ competitions, kit flying festivals, farmers markets and other community celebrations.

The existing tree massing extends into the geometry of the festival green and provides some screening and a western edge to the activities of the space. The trees could be utilized for hammocking and picnicking could occur under the tree canopies.

The vehicular circulation and traffic flow allows for the park drive to be closed during festivals and large events to eliminate the potential conflict between pedestrian and vehicle, and provide a location for food trucks and vendors to set up a food and beverage row.






NATIVE GRASS MIX
SHARED USE PATH
PARK DRIVE
PARKING
DROP-OFF
EXISTING TREE MASSING
OPEN LAWN
ARRIVAL PLAZA
DROP-OFF
PARKING
SHARED USE PATH







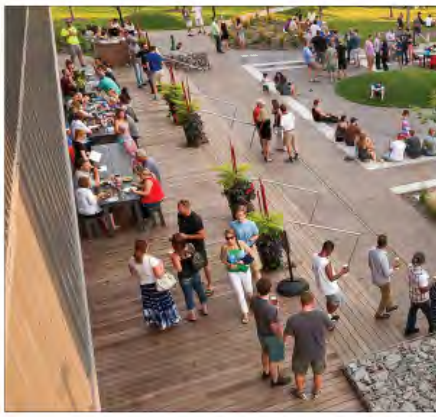
ACTIVITY HUB

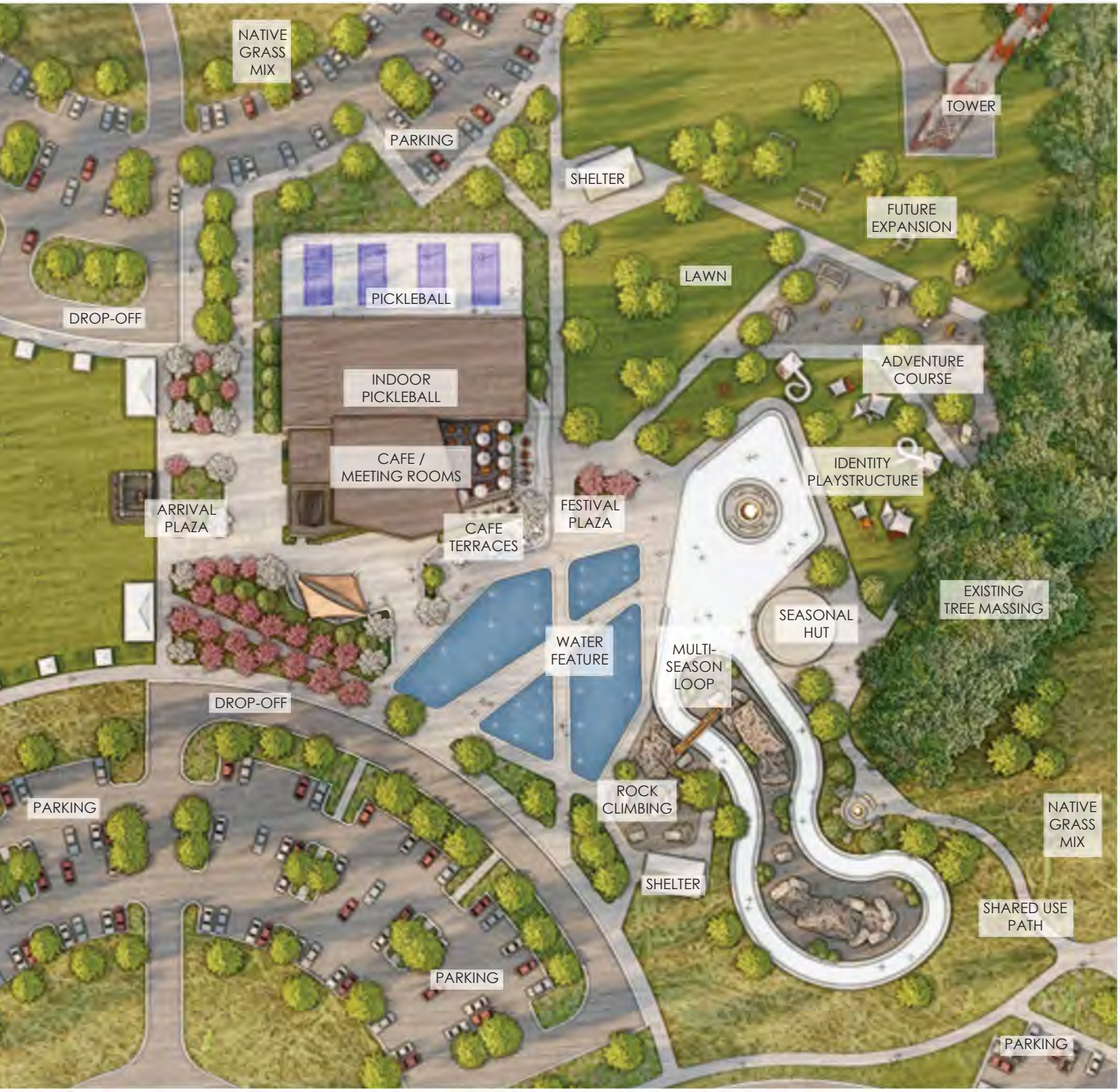
A concentration of activities and programmed facilities in located in the activity hub in the center of the park. This zone has a variety of engagement opportunities for all age levels providing ample plaza space for festivals while being directly connected to and becoming the backdrop for the festival green.

The arrival plaza welcomes visitors from the north and south lots at a center point on axis with the festival green. Ornamental trees and native grasses frame the space and provide a buffer from the adjacent vehicular traffic. The entrance to the activity building is related to a large plaza space that includes a shade stage for small performances. The cafe terraces and festival plaza are bordered by the water feature and multi-season loop locating this zone in the center of pedestrian activity. A variety of additional uses pinwheel from the festival plaza including an identity playstructure, adventure course that engages the existing treeline, open lawn, rock climbing, connection to the shared use path and areas that allow for future expansion.

The building has a proposed area of 25,180 square feet, with a 3,200 square foot upper cafe deck. This number includes indoor pickleball.






NATIVE GRASS MIX
PARKING
TOWER
SHELTER
FUTURE EXPANSION
LAWN
PICKLEBALL
DROP-OFF
INDOOR PICKLEBALL
ADVENTURE COURSE
CAFE / MEETING ROOMS
IDENTITY PLAYSTRUCTURE
ARRIVAL PLAZA
FESTIVAL PLAZA
CAFE TERRACES
EXISTING TREE MASSING
SEASONAL HUT
WATER FEATURE
MULTI-SEASON LOOP
DROP-OFF
PARKING
ROCK CLIMBING
NATIVE GRASS MIX
SHELTER
SHARED USE PATH
PARKING
PARKING





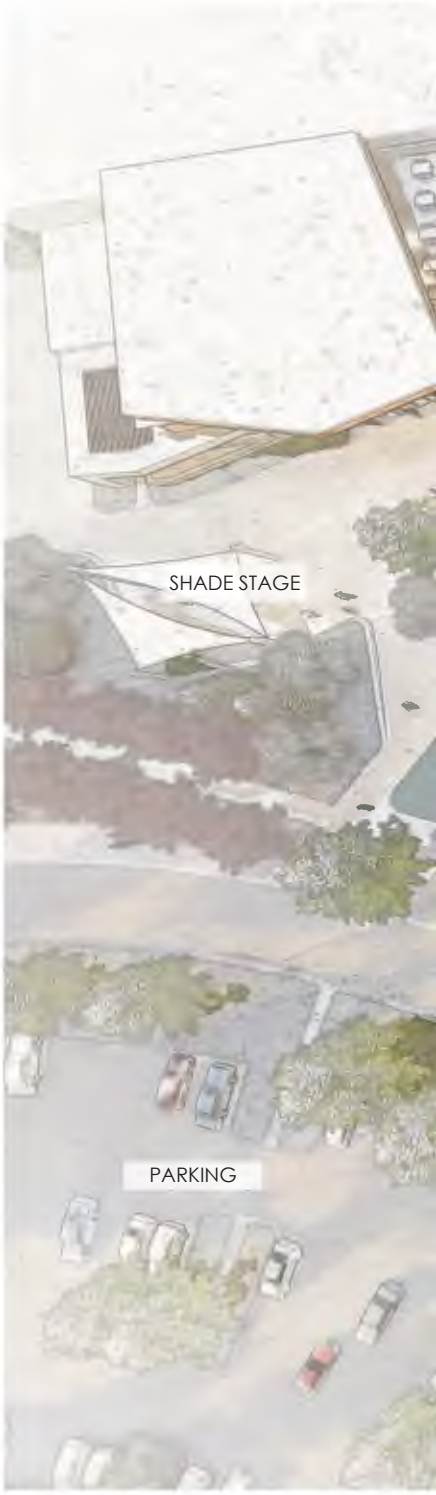


MULTISEASON LOOP

The multiseason experience loop provides an outdoor destination in the park that is unlike anything currently in the Kansas City Metro. This loop could provide a variety of activities through the year including: ice skating in the winter, water play in the summer, roller skating in the spring, bouldering in the fall, light festival during the holidays, fire pits during cooler seasons and fountains in warmer months. The flexibility of this element and the ability to program events that relate and feed off of the users could be a powerful component of the park system.

In addition to ice skating in the winter, the system needed to freeze the ice could also be utilized to create snow, ice sculptures, heat the adjacent paving and a variety of other features that are only limited by the imagination of operations.

A seasonal hut is located on the east edge of the loop and is envisioned to become a cooling station in the summer and a warming hut in the winter. Skate rentals could occur from this structure freeing up square footage in the activity building.






PLAYSTRUCTURE
FIRE PIT
CAFE
TERRACES
SEASONAL
HUT
WATER
FEATURE
BRIDGE
BOULDERING
BOULDERING
FIRE PIT
SHARED USE
PATH
SHELTER





ACTIVITY BUILDING

The activity building is the gathering hub and visual center of the park operations and events. The form of the building is tied to the site with strong horizontal lines and material changes that mimic the prairie geomorphology and express permanence.

The building is divided into three primary use zones: the cafe, flex rooms and pickleball. The most prominent zone is the cafe and is located on the east edge of the building oriented to the festival plaza, multi-season loop and water feature. This orientation allows for maximum integration between the primary pedestrian zones and the cafe. A second floor terrace allows cafe users views across the festival plaza and multiseason loop to the field of flowers, as well as into the indoor pickleball. The second zone is the flex rooms and can be utilized for parties, meetings, kids clubs, parks and recreation activities, social get togethers or a variety of other uses. The key to the success of these rooms is flexibility and the ability for the programming of the space to change with minimal effort and reconfiguration. The third areas of the building is pickleball. Four indoor courts and four outdoor courts allow the facility to be utilized for practice, leagues and national tournaments. The connection of these courts to the building and park amenities will be a natural draw for players.








CELL TOWER
COFFEE

FIELD OF FLOWERS

A dramatic landscape statement is proposed for the east portion of the park. This unique feature could would become an identity element for the park and city, and is envisioned as an Instagram moment for photographers and for special event photos.

Inside the shared use path loop a wildflower field is proposed of a single flowering plant species. This massing would surround and encompass the shelters in this area creating a unique narrative for those structures. Along with the perimeter shared use path, the field of flowers is proposed to be mown with walking paths and picnic nodes. These paths will allow for a different perspective and experience for users, and the paths should change orientation and pattern each year in an effort to provide a varying experience for users from year to year.






PARKING
SHELTER
ADVENTURE COURSE
SHARED USE PATH
IDENTITY PLAYSTRUCTURE
SHELTER
EXISTING TREE MASSING
WILDFLOWER FIELD
NATIVE GRASS MIX
NATIVE GRASS MIX
SHARED USE PATH
SHELTER
PARKING







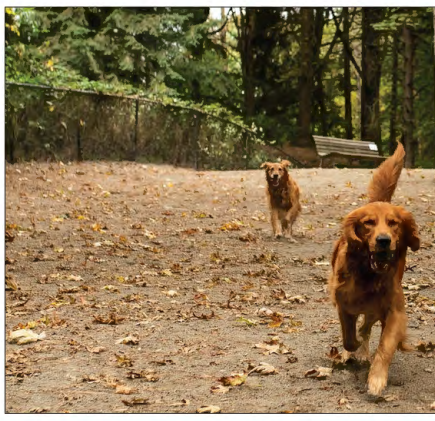
NORTH ARRIVAL

The arrival to the park from the north connects the park to Mason School Road through an existing right of way. This connection is important to provide two entrance points into the park for service, emergency access and vehicular traffic flow on busier days.

A dog park is located along the north arrival drive with ample parking and trail connections. A shelter and restroom are located adjacent to the dog park and parking lot providing shade, water and facilities for users of the dog park and users traveling along the shared use path. The dog park boundaries extend under the existing tree line creating needed shade and cooler temperatures on sunny days.

The open lawn is separated from the dog park by a native grass zone. The native grass mix is bordered by the 10 foot concrete shared use path were possible to ease maintenance and create a defined edge.






SHARED USE PATH
PARKING
SHELTER
DOG PARK
NATIVE GRASS MIX
NATIVE GRASS MIX
PARKING
PARKING
OPEN LAWN







OPEN SHELTERS

The shelters at Roscoe Righter Park draw inspiration from the openness of the site and the long view corridors through the park. Minimal supports and framing of the overhead plane allow for the user to feel connected to the native grasses, trees and turf areas throughout the park. The subtle angle of the roof opens views toward the horizon and sky creating a dramatic perspective from inside the shelter.

The roof on the shelter mimics the grasses and forbs found in the native prairie areas of the park. These could literally be plant material, or more likely a stylized architectural interpretation of the concept expressed horizontally in structural steel, metal panel or similar application.





PARK AERIAL


DOG PARK
FESTIVAL GREEN / FLEXIBLE OPEN SPACE
PARK DRIVE
EXISTING TREE COVER / HAMMOCKING


EXISTING TOWER
THEMED PLAYGROUND / ADVENTURE COURSE
FOUNTAIN / FIRE PIT
MULTI-SEASON EXPERIENCE LOOP
10 FOOT TRAIL
SHELTER
FIELD OF FLOWERS
CLIMBING BOULDERS AND WALLS
COOLING / WARMING HUT
INTERACTIVE WATER FEATURE
CAFE AND MEETING ROOMS
INDOOR PICKLEBALL
OUTDOOR PICKLEBALL
NATIVE GRASS MIX
10 FOOT TRAIL

APPENDIX

Items included in appendix

- Cost Estimate
- Operations and Maintenance Feasibility Study
- Statistically Valid Survey

Preliminary Opinion of Probable Construction Cost - Summary

South West Park Master Plan- Blue Springs, MO

Item No.	Description	Unit	Approx. Quantity	Unit Price	Total	Phase I	Phase II
	PARK						
55	Total Construction Cost	0	0	0	$ 17,239,250	0	0
56	add contingency	0.15	0.15	17000000	$ 2,550,000	0	0
57	add Mobilization	0	0	0	$ 1,120,551	0	0
58	Total Mobilization + Construction	0	0	0	$ 20,909,801	0	0
59	Soft Costs: design, engineering, survey	0.12	0.12	17000000	$ 2,040,000	0	0
60	Total Mobilization + Construction + soft costs	0	0	0	$ 22,949,801	0	0
	INFRASTRUCTURE						
32	Total Construction Cost	0	0	0	$ 5,220,150		
33	add contingency	0.15	0.15	4200000	$ 630,000		
34	add Mobilization	0	0	0	$ 339,310		
35	Total Mobilization + Construction	0	0	0	$ 6,189,460		
36	Soft Costs: design, engineering, survey	0.12	0.12	4200000	$ 504,000		
37	Total Mobilization + Construction + soft costs	0	0	0	$ 6,693,460		
	PARK + INFRASTRUCTURE TOTAL				$ 29,643,261		

Roscoe Righter Park Master Plan- Blue Springs, MO

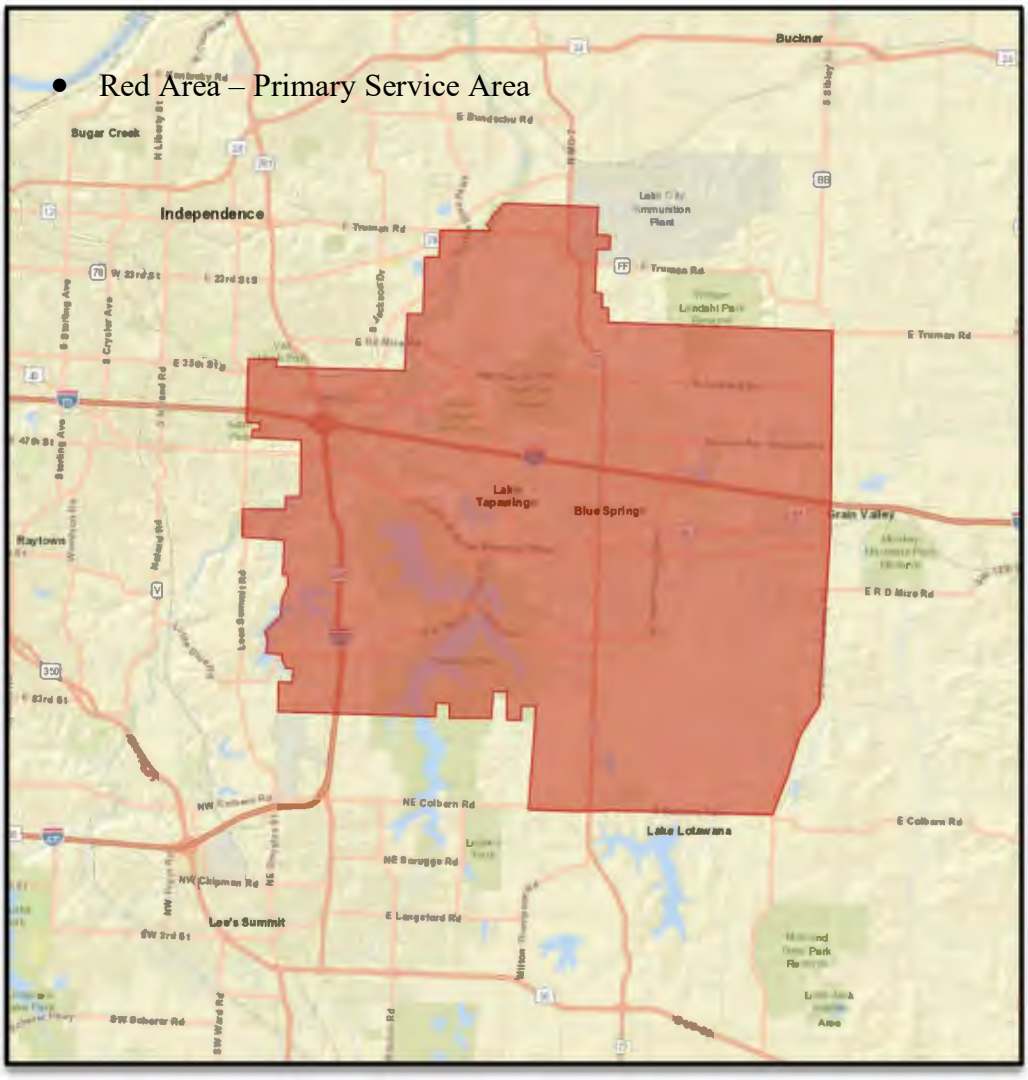
Item No.	Description	Unit	Approx. Quantity	Unit Price	Total	Phase I	Phase II
	PARK						
72	Total Construction Cost	0	0	0	$ 25,365,290		
73	add contingency	0.15	0.15	28000000	$ 4,200,000		
74	add Mobilization	0	0	0	$ 1,648,744		
75	Total Mobilization + Construction	0	0	0	$ 31,214,034		
76	Soft Costs: design, engineering, survey	0.11	0.11	28000000	$ 3,080,000		
77	Total Mobilization + Construction + soft costs	0	0	0	$ 34,294,034		
	INFRASTRUCTURE						
33	Total Construction Cost	0	0	0	$ 6,987,000		
34	add contingency	0.15	0.15	5600000	$ 840,000		
35	add Mobilization	0	0	0	$ 454,155		
36	Total Mobilization + Construction	0	0	0	$ 8,281,155		
37	Soft Costs: design, engineering, survey	0.11	0.11	5600000	$ 616,000		
38	Total Mobilization + Construction + soft costs	0	0	0	$ 8,897,155		
	PARK + INFRASTRUCTURE TOTAL				$ 43,191,189		
	SW & RR PARK TOTAL				$ 72,834,450		

Ballard*King & Associates (B*K) as part of an overall project team led by Stantec is developing a master plan for Southwest Park and Roscoe Righter Park. As part of that overall master plan B*K is providing key demographic indicators of the identified service areas, participation statistics for various activities, and an operational plan for both parks.

B*K uses Environmental Research Systems Institute (ESRI) to access demographic information and the National Sporting Goods Association (NSGA) for participation statistics.

Working with City staff the service area for both parks was identified as a combination of both the City and School District boundaries.

Map A – Service Area Maps



- Red Area – Primary Service Area

Demographic Summary

	Primary Service Area
Population:	
2010 Census	92,578[1]
2020 Estimate	99,585
2025 Estimate	102,498
Households:	
2010 Census	35,000
2020 Estimate	37,779
2025 Estimate	38,771
Families:	
2010 Census	25,687
2020 Estimate	27,609
2025 Estimate	28,414
Average Household Size:	
2010 Census	2.63
2020 Estimate	2.62
2025 Estimate	2.63
Ethnicity (2020 Estimate):	
Hispanic	5.3%
White	86.8%
Black	6.1%
American Indian	0.4%
Asian	1.7%
Pacific Islander	0.2%
Other	1.4%
Multiple	3.4%
Median Age:	
2010 Census	35.8
2020 Estimate	37.8
2025 Estimate	38.3
Median Income:	
2020 Estimate	$79,841
2025 Estimate	$86,059

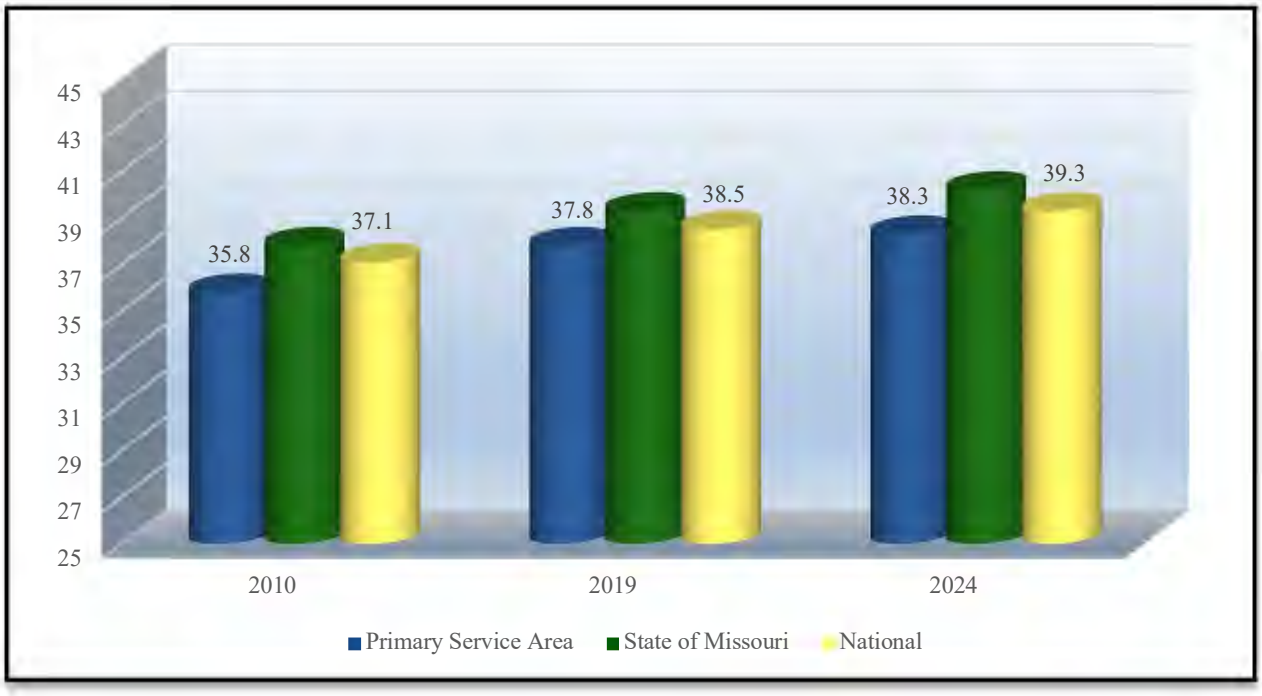
[1] From the 2000-2010 Census, the Primary Service Area experienced a 21.8% increase in population.

Age and Income: The median age and household income levels are compared with the national number as both factors are primary determiners of participation in recreation activities. The lower the median age, the higher the participation rates are for most activities. The level of participation also increases as the median income level goes up.

Table A – Median Age:

	2010 Census	2020 Projection	2025 Projection
Primary Service Area	35.8	37.8	38.3
State of Missouri	37.8	39.3	40.2
Nationally	37.1	38.5	39.3

Chart A – Median Age:



The median age in the Primary Service Area is slightly lower than the State of Missouri and the National number. A lower median age typically points to the presence of families with children. Aquatic Centers draw a large demographic but tend to be most popular with youth and their parents. Grandparents are becoming an increasing part of the household though as they care for and are involved with their grandchildren.

The following chart provides the number of households and percentage of households in the Primary Service Area with children.

Table B – Households w/ Children

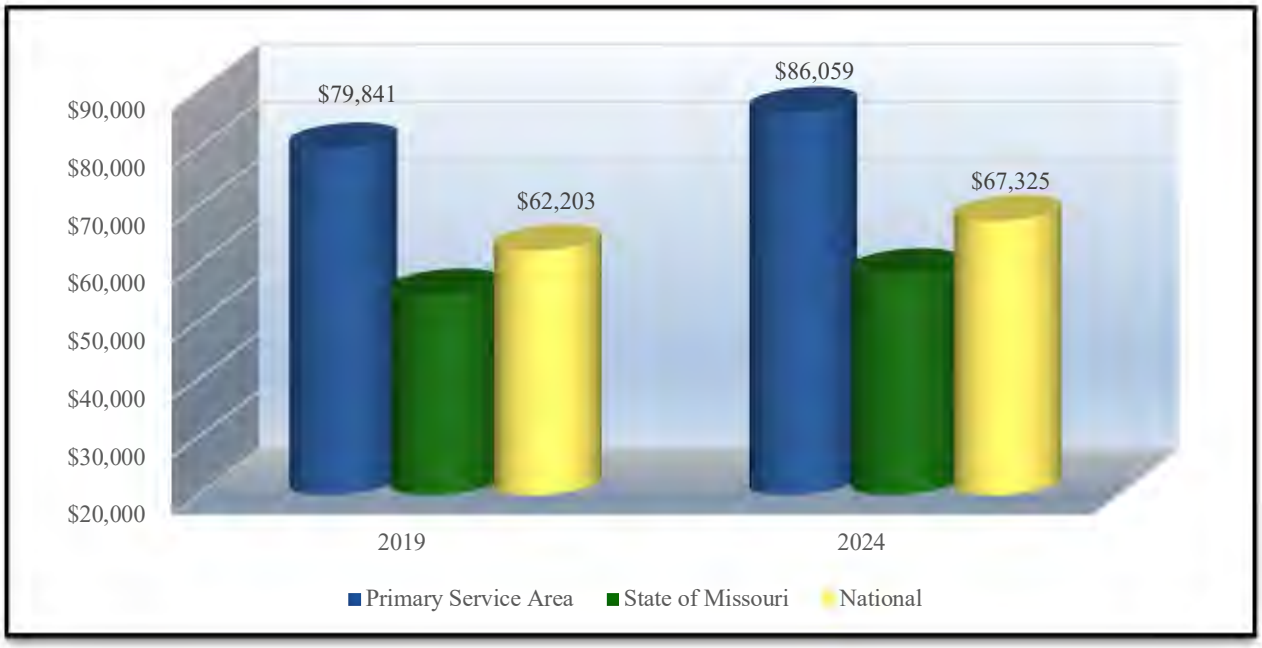
	Number of Households w/ Children	Percentage of Households w/ Children
Primary Service Area	13,586	38.8%
State of Missouri	--	31.8%

The information contained in Table-B helps further outline the presence of families with children. As a point of comparison in the 2010 Census, 33.4% of households nationally had children present.

Table C – Median Household Income:

	2020 Projection	2025 Projection
Primary Service Area	$79,841	$86,059
State of Missouri	$54,596	$58,110
Nationally	$62,203	$67,325

Chart B – Median Household Income:

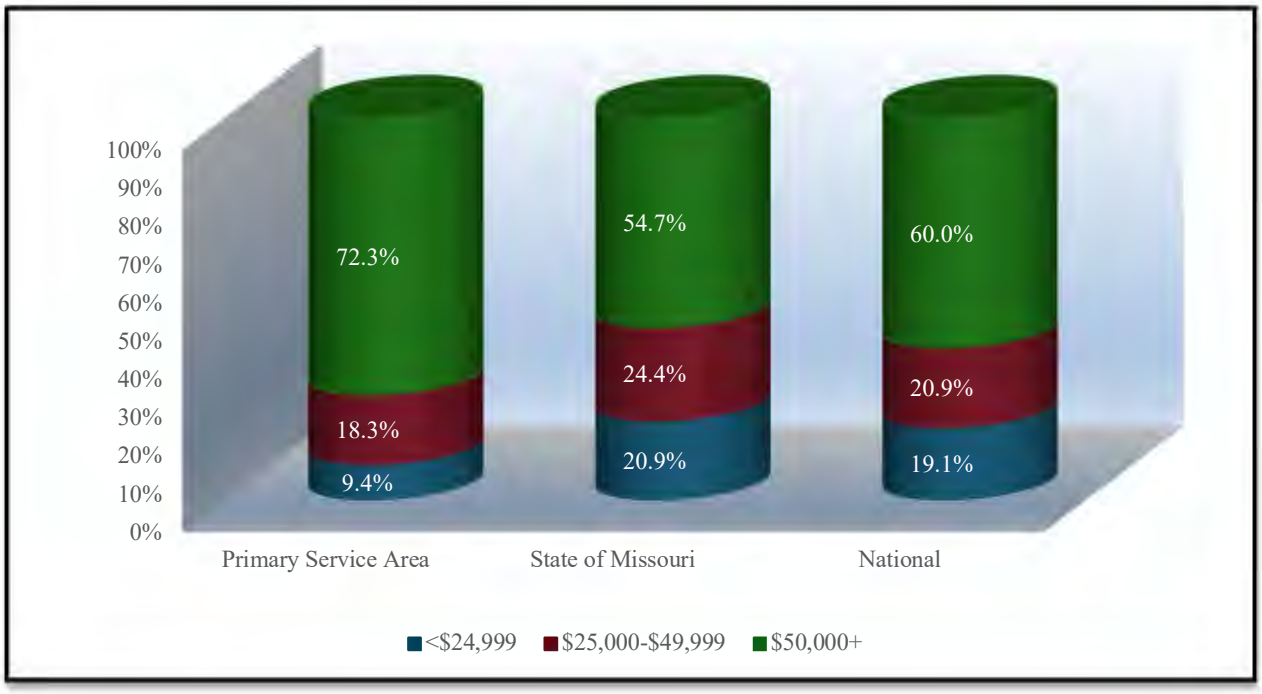


Based on 2020 projections for median household income the following narrative describes the service areas:

In the Primary Service Area, the percentage of households with median income over $50,000 per year is 72.3% compared to 59.0% on a national level. Furthermore, the percentage of the households in the service area with median income less than $25,000 per year is 9.4% compared to a level of 14.3% nationally.

While there is no perfect indicator of use of an aquatic facility, the percentage of households with more than $50,000 median income is a key indicator. Therefore, those numbers are significant and balanced with the overall cost of living.

Chart C – Median Household Income Distribution



Map C – Household Income by Block Group

Median Income, it is important to examine Household Budget Expenditures. Reviewing housing information; shelter, utilities, fuel, and public services along with entertainment & recreation can provide a snapshot into the cost of living and spending patterns in the services areas. The table below looks at that information and compares the service areas.

Table D – Household Budget Expenditures[2]:

Primary Service Area	SPI	Average Amount Spent	Percent
Housing	108	$26,246.58	31.1%
Shelter	*108*	*$20,977.78*	*24.9%*
Utilities, Fuel, Public Service	*108*	*$5,268.80*	*6.2%*
Entertainment & Recreation	109	$3,553.28	4.2%

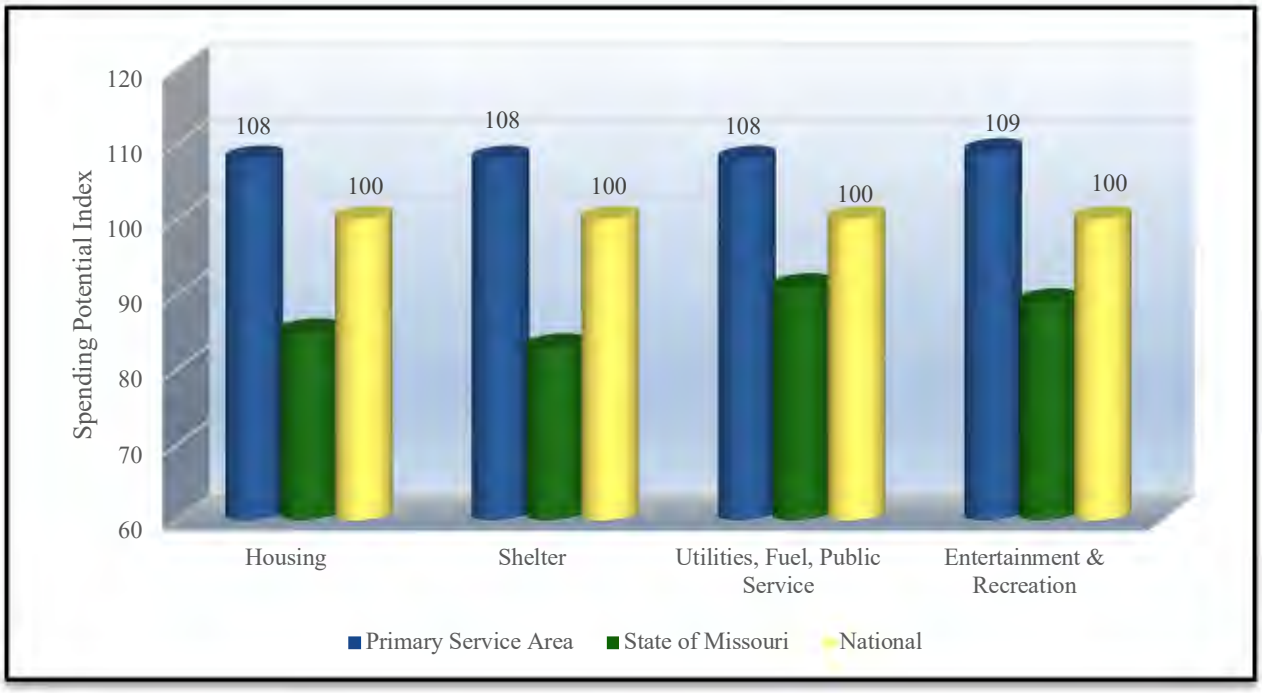
State of Missouri	SPI	Average Amount Spent	Percent
Housing	85	$20,535.73	30.7%
Shelter	*83*	*$16,104.56*	*24.1%*
Utilities, Fuel, Public Service	*91*	*$4,431.17*	*6.6%*
Entertainment & Recreation	89	$2,892.44	4.3%

SPI: Spending Potential Index as compared to the National number of 100.
Average Amount Spent: The average amount spent per household.
Percent: Percent of the total 100% of household expenditures.

Note: *Shelter along with Utilities, Fuel, Public Service are a portion of the Housing percentage.*

[2] Consumer Spending data are derived from the 2016 and 2017 Consumer Expenditure Surveys, Bureau of Labor Statistics. ESRI forecasts for 2020 and 2025.

Chart D – Household Budget Expenditures Spending Potential Index:



The consistency between the median household income and the household budget expenditures is important. It also points to the fact that compared to a National level the dollars available, the money being spent in the Primary Service Area is greater. This could point to the ability to pay for programs and services offered at a recreation facility of any variety.

Recreation Expenditures Spending Potential Index: Finally, through the demographic provider that B*K utilizes for the market analysis portion of the report, we can examine the overall propensity for households to spend dollars on recreation activities. The following comparisons are possible.

Table E – Recreation Expenditures Spending Potential Index[3]:

Primary Service Area	SPI	Average Spent
Fees for Participant Sports	120	$117.86
Fees for Recreational Lessons	115	$166.44
Social, Recreation, Club Membership	113	$269.96
Exercise Equipment/Game Tables	115	$75.37
Other Sports Equipment	126	$8.94

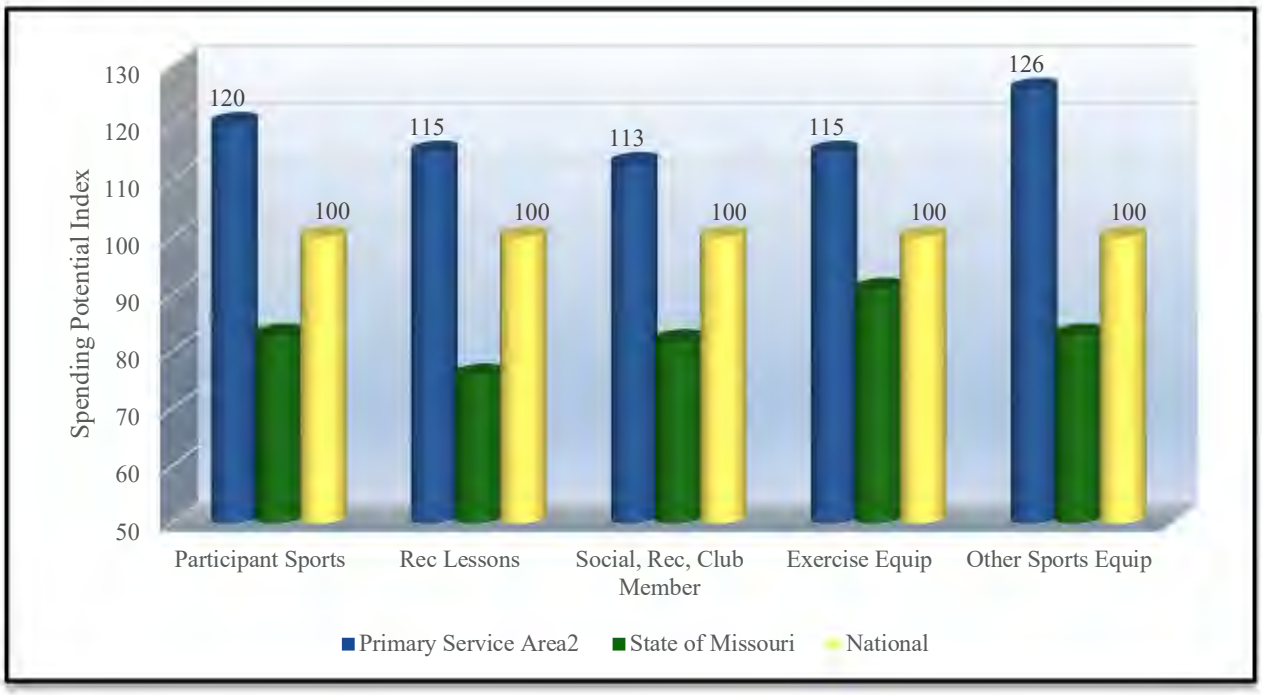
State of Missouri	SPI	Average Spent
Fees for Participant Sports	83	$81.15
Fees for Recreational Lessons	76	$109.98
Social, Recreation, Club Membership	82	$195.31
Exercise Equipment/Game Tables	91	$59.58
Other Sports Equipment	83	$5.92

Average Amount Spent: The average amount spent for the service or item in a year.

SPI: Spending potential index as compared to the national number of 100.

[3] Consumer Spending data are derived from the 2016 and 2017 Consumer Expenditure Surveys, Bureau of Labor Statistics.

Chart E – Recreation Spending Potential Index:



Again, there is a great deal on consistency between median household income, household budget expenditures and now recreation and spending potential.

Market Potential Index for Adult Participation: In addition to examining the participation numbers for various outdoor activities through the National Sporting Goods Association, 2019 Survey and the Spending Potential Index for Entertainment & Recreation, B*K can access information about Sports & Leisure Market Potential. The following information illustrates participation rates for adults in outdoor activities.

Table F – Market Potential Index (MPI) for Participation in Activities in Primary Service Area

Adults participated in:	Expected Number of Adults	Percent of Population	MPI
Baseball	3,256	4.3%	107
Basketball	6,200	8.2%	104
Bicycle Riding	7,706	10.2%	110
Exercise Walking	19,620	25.9%	109
Football	3,817	5.0%	108
Golf	7,342	9.7%	121
Ice/Figure Skating	2,241	3.0%	105
Running/Jogging	10,413	13.7%	112
Soccer	3,071	4.1%	96
Softball	2,146	2.8%	100
Swimming	13,060	17.2%	113
Tennis	2,516	3.3%	92

Expected # of Adults: Number of adults, 18 years of age and older, participating in the activity in the Primary Service Area.

Percent of Population: Percent of the service area that participates in the activity.

MPI: Market potential index as compared to the national number of 100.

This table indicates that the overall propensity for adults to participate in activities is greater than the national number of 100. In many cases when a participation number is lower than the National number, primary factors include a lack of facilities or an inability to pay for services and programs.

In addition to analyzing the demographic realities of the service areas, it is possible to project possible participation in recreation and sport activities.

Participation Numbers: On an annual basis, the National Sporting Goods Association (NSGA) conducts an in-depth study and survey of how Americans spend their leisure time. This information provides the data necessary to overlay rate of participation onto the Primary Service Area to determine market potential. The information contained in this section of the report, utilizes the NSGA's most recent survey. For that data was collected in 2019 and the report was issued in June of 2020.

B*K takes the national average and combines that with participation percentages of the Primary Service Area based upon age distribution, median income, region, and National number. Those four percentages are then averaged together to create a unique participation percentage for the service area. This participation percentage when applied to the population of the Primary Service Area then provides an idea of the market potential for outdoor recreation.

It is important to understand that the hope of the City is that both parks can provide new facilities and services to the community. A portion of those activities are free to the public, while others are offered through a "pay to play" format. The hope is that the activities that that individuals pay for will help offset the bulk of the cost associated with operating these parks.

Table G –Participation Rates in the Primary Service Area

	Age	Income	Region	Nation	Average
Baseball	4.2%	4.5%	4.5%	4.1%	4.3%
Basketball	8.6%	9.9%	9.1%	8.4%	9.0%
Bicycle Riding	12.7%	13.2%	14.1%	12.6%	13.2%
Exercise Walking	35.1%	35.7%	39.0%	35.6%	36.4%
Football (flag)	2.2%	1.9%	2.7%	2.2%	2.3%
Football (tackle)	2.5%	3.5%	2.9%	2.4%	2.8%
Football (touch)	3.1%	2.3%	3.9%	3.0%	3.1%
Golf	6.0%	7.4%	8.0%	6.0%	6.8%
Hockey (ice)	1.1%	1.3%	2.5%	1.1%	1.5%
Ice/Figure Skating	3.7%	3.4%	4.7%	2.9%	3.7%
In-Line Roller Skating	1.5%	1.5%	2.3%	1.5%	1.7%
Lacrosse	0.9%	0.9%	0.6%	0.9%	0.8%
Pickleball	7.7%	1.2%	0.7%	0.7%	2.6%
Running/Jogging	15.4%	15.2%	15.8%	15.4%	15.5%
Skateboarding	1.9%	2.1%	3.1%	1.8%	2.2%
Soccer	4.9%	5.8%	6.1%	4.7%	5.4%
Softball	3.4%	3.9%	4.3%	3.4%	3.8%
Swimming	16.1%	16.7%	16.5%	16.1%	16.4%
Tennis	4.1%	4.2%	3.4%	4.1%	4.0%
Did Not Participate	22.5%	19.7%	20.0%	22.4%	21.2%

Age: Participation based on individuals ages 7 & Up of the Primary Service Area.
Income: Participation based on the 2020 estimated median household income in the Primary Service Area.
Region: Participation based on regional statistics (West North Central).
National: Participation based on national statistics.
Average: Average of the four columns.

Anticipated Participation Number: Utilizing the average percentage from Table-G the 2010 census information and census estimates for 2020 and 2025 (over age 7) the following comparisons are available.

Table H –Participation Growth or Decline for Indoor Activities in Primary Service Area

	Average	2010 Population	2020 Population	2025 Population	Difference
Baseball	4.3%	3,601	3,924	4,041	440
Basketball	9.0%	7,479	8,149	8,393	914
Bicycle Riding	13.2%	10,948	11,930	12,286	1,338
Exercise Walking	36.4%	30,254	32,967	33,952	3,698
Football (flag)	2.3%	1,880	2,049	2,110	230
Football (tackle)	2.8%	2,357	2,569	2,646	288
Football (touch)	3.1%	2,549	2,777	2,860	312
Golf	6.8%	5,690	6,200	6,386	695
Hockey (ice)	1.5%	1,251	1,363	1,404	153
Ice/Figure Skating	3.7%	3,057	3,331	3,431	374
In-Line Roller Skating	1.7%	1,415	1,542	1,588	173
Lacrosse	0.8%	697	759	782	85
Pickleball	2.6%	2,143	2,335	2,405	262
Running/Jogging	15.5%	12,859	14,012	14,431	1,572
Skateboarding	2.2%	1,850	2,016	2,076	226
Soccer	5.4%	4,470	4,870	5,016	546
Softball	3.8%	3,130	3,411	3,513	383
Swimming	16.4%	13,609	14,830	15,273	1,663
Tennis	4.0%	3,290	3,585	3,692	402
Did Not Participate	21.2%	17,601	19,179	19,752	2,151

Note: These figures do not necessarily translate into attendance figures for various activities or programs. The "Did Not Participate" statistics refers to all 57 activities outlined in the NSGA 2019 Survey Instrument.

The proposed master plan of Roscoe Righter Park includes a dedicated pickleball facility and a seasonal ice-skating facility. B*K can utilize information from NSGA to determine the frequency of usage for hockey, ice skating, and pickleball. This helps further define the market for facilities and programs.

Table I – Participation Frequency Ice Hockey

The NSGA classifies Ice Hockey based on how often individuals participate:

	Frequent	Occasional	Infrequent
Ice Hockey Frequency	30+	5-29	2-4
Ice Hockey Percentage of Population	23.5%	43.4%	33.1%

In Table-N one can look at Ice Hockey and how it is defined with respect to visits being Frequent, Occasional, or Infrequent and then the percentage of population that participates.

Table J – Participation Numbers

	Frequent	Occasional	Infrequent	Total
Ice Hockey Frequency	32	17	3	
Population	320.40	591.72	451.29	
Visits	10,253	10,059	1,354	**21,666**

Table-J takes the frequency information one step further and identifies the number of times individuals may participate in the activity, applies the percentage from Table-H to the 2020 Ice Hockey population (1,363) and then gives a total number of Ice Hockey days. This would indicate that a total of 21,666 Ice Hockey days are available within the Primary Service Area market. It is also important to note that those are being absorbed, on some level, by the other service providers in the area.

Table K – Participation Frequency Ice/Figure Skating

The NSGA classifies Ice/Figure Skating based on how often individuals participate:

	Frequent	Occasional	Infrequent
Ice/Figure Skating Frequency	30+	5-29	2-4
Ice/Figure Skating Percentage of Population	5.6%	39.1%	55.3%

In Table-N one can look at Ice Hockey and how it is defined with respect to visits being Frequent, Occasional, or Infrequent and then the percentage of population that participates.

Table L – Participation Numbers

	Frequent	Occasional	Infrequent	Total
Ice/Figure Skating Frequency	32	17	3	
Population	186.5	1,302.5	1,842.2	
Visits	5,960	22,143	5,526	**33,639**

Table-L takes the frequency information one step further and identifies the number of times individuals may participate in the activity, applies the percentage from Table-H to the 2020 Ice/Figure Skating population (3,331) and then gives a total number of Ice/Figure Skating days. This would indicate that a total of 33,639 Ice/Figure Skating days are available within the Primary Service Area market. It is also important to note that those are being absorbed, on some level, by the other service providers in the area.

Table M – Participation Frequency Pickleball

The NSGA classifies Pickleball based on how often individuals participate:

	Frequent	Occasional	Infrequent
Pickleball Frequency	30+	5-29	2-4
Pickleball Percentage of Population	6.5%	49.2%	44.3%

In Table-N one can look at Pickleball and how it is defined with respect to visits being Frequent, Occasional, or Infrequent and then the percentage of population that participates.

Table N – Participation Numbers

	Frequent	Occasional	Infrequent	Total
Pickleball Frequency	32	17	3	
Population	152	1149	1034	
Visits	4,857	19,531	3,103	**27,491**

Table-N takes the frequency information one step further and identifies the number of times individuals may participate in the activity, applies the percentage from Table-H to the 2020 Pickleball population (2,335) and then gives a total number of Pickleball days. This would indicate that a total of 27,491Pickleball days are available within the Primary Service Area market. It is also important to note that those are being absorbed, on some level, by the other service providers in the area.

Cross Participation: The table below identifies sports or activities that participants in Ice Hockey also participate in. For organizations that want to maximize revenue generation this information becomes important as it informs other types of activities they may want to consider offering.

Table O – Cross Participation for Ice Hockey

Activity	% Participating in	Total US Participation	Index
Ice/Figure Skating	39.7%	2.9%	1,376
Basketball	23.4%	8.4%	278
Hiking	22.3%	16.1%	139
Baseball	21.7%	4.1%	530
Golf	21.2%	6.0%	355
Bicycle Riding	21.1%	12.6%	167
Boxing	20.4%	1.2%	1,647
Exercise Walking	18.3%	35.5%	51
Aerobic Exercising	17.4%	2.0%	862
Running/Jogging	13.8%	15.4%	90

Table P – Cross Participation for Ice/Figure Skating

Activity	% Participating in	Total US Participation	Index
Exercise Walking	38.2%	35.5%	107
Hiking	35.4%	16.1%	220
Bicycle Riding	34.9%	12.6%	276
Swimming	30.4%	16.1%	189
Exercising w/ Equipment	28.2%	19.5%	145
Basketball	26.1%	8.4%	309
Running/Jogging	21.3%	15.4%	138
Aerobic Exercising	20.3%	15.8%	128
Golf	18.9%	6.0%	316
Yoga	16.4%	10.6%	154

% Participating in: % of Ice Hockey participants that also participated in this activity.
Total US Participation: % of the US population that participated in this activity.
Index: An index of 100 represents the average as compared to the total US population.

Southwest Park



Roscoe Righter Park



Operational Considerations

Southwest Park

- Primary Components
  - Main House
    - 5,250 square feet
  - Event Barn
    - 7,500 square feet
  - Event Facility Arrival Gardens
  - Shelter (3)
  - Sculpted Lawn Form / Sled Hill
  - Open Lawn
  - Play Structure
  - Pump Track
  - Walking Trails

- Shelter Rentals – administered by City staff.

- Main House / Event Barn Rentals – administered by City staff. Initially this could be accomplished through current full-time staff but based on popularity would necessitate a full-time staff member.

- Mowing – completed by contract.

- Custodial Services – completed by part-time staff.

- Trail Maintenance – completed by Park Staff.

- Snow Removal – completed by staff.

- Southwest Park, in comparison to Roscoe Righter Park, will be more passive in nature. The focus of the park will be drop in use, outside of the rental of the main house and event barn. The rental of the main house and event barn could be a significant revenue generator through use by local businesses, non-profits, weddings, etc. It would not be unrealistic to see that venue rented out 48+ weekends by year 3 of operation. Additionally, this park would lend itself to an organized summer camp for youth.

- Rental Rate Structure

    - Main House – $2,000/day
    - Event Barn - $2,500/day
    - Both Venues - $4,000/day
    - Small Shelter - $150
    - Large Shelter - $175

The focus of the rentals should be on weekends. In the operational plan that B*K has developed for the park it assumes approximately 50% capacity in the first full year of operation.

- Program Rate Structure

    - Summer Camp - $125/participant/week
    - Movies in the Park - $2.00/participant

There are a host of different programs that the park could host, however it is also passive by definition.

Roscoe Righter Park

- Primary Components
  - Activity Center
    - Outdoor Pickleball Facility
    - Indoor Pickleball Facility
    - Café & Meeting Rooms
      - 16,000 square feet
  - Multi-Season Experience Loop
  - Cooling / Warming Hut
  - Water Feature
  - Festival Plaza
  - Climbing Boulders & Walls
  - Shelter (5)
  - Dog Park
  - Walking Trails
  - Flexible Open Lawn / Field Sports

- Shelter Rentals – administered by City staff.

- Activity Center – administered via contract provider.

- Multi-Season Experience Loop & Cooling / Warming Hut – administered via contract provider.

- Mowing – completed by contract.

- Custodial Services – completed by part-time staff.

- Trail Maintenance – completed by Park Staff.

- Snow Removal – completed by staff.

- Roscoe Righter Park is a much more active park by comparison to Southwest Park, but with that comes a better potential for revenue generation. While the initial plan is for the Activity Center and the Experience Loop will initially operate through a contract provider, the City may find after a few years of operation that they move to in-house operation.

- Rental Rate Structure
    - Activity Center - $4,500/day
    - Meeting Room - $100/rental
    - Experience Loop - $1,500/day
    - Shelter - $150
- Program Rate Structure
    - Skating Lessons - $75/session
    - Broom Ball League - $125/team
    - Parent/Tot Skate - $12/pair
    - Drop-In Pond Hockey - $5/person
    - Birthday Party - $150/party
    - Pickleball Leagues - $50/month
- Admissions
    - Pickleball
        - Child (2-17) $3.00
        - Adult (18+) $5.00
    - Pickleball Member
        - Individual $75/year
    - Skating
        - Child (2-17) $5.00
        - Adult (18+) $7.00
        - Skate Rental $2.00

- Hours of Operation
    - Activity Center – School Year 36 Weeks
        - Mon-Fri 7:00A-1:00P
          4:00-10:00P
        - Saturday 7:00A-10:00P
        - Sunday 10:00A-8:00P
    - Activity Center – Summer 14 Weeks
        - Mon-Fri 7:00A-10:00P
        - Saturday 7:00A-10:00P
        - Sunday 10:00A-8:00P
        -
    - Café – School Year 36 Weeks
        - Mon-Fri 4:00-10:00P
        - Saturday 11:00A-10:00P
        - Sunday 11:00A-8:00P
    - Café – Summer 14 Weeks
        - Mon-Fri 11:00A-10:00P
        - Saturday 11:00A-10:00P
        - Sunday 11:00A-8:00P
    - Experience Loop 18 Weeks
        - Mon-Fri 4:00-10:00P
        - Saturday 11:00A-10:00P
        - Sunday 11:00A-8:00P

The following expenses have been developed by B*K based on the market and familiarity with the facility type. The final design can impact the operational expenses associated with the facility.

Personnel	Southwest	Roscoe
Full-Time	62,843	172,900
Part-Time	80,190	231,071
Sub-Total	$143,033	$403,971

Commodities/Service & Supplies	Southwest	Roscoe
Office Supplies	500	2,000
First Aid Supplies	1,000	1,500
Turf Management	125,000	125,000
Concessions[4]	-	40,152
Maintenance/Repair/Materials	2,500	3,500
Janitor Supplies	5,000	10,000
Recreation Supplies	2,000	4,000
Uniforms	500	1,500
Printing/Postage	500	500
Other Misc. Exp.	1,000	1,000
Fuel[5]	-	1,500
Misc.	1,500	500
Sub-Total	$139,500	$191,152

[4] 30% of revenues.
[5] Associated with the ice finishing equipment.

Contractual	Southwest	Roscoe
Electric	20,000	75,000
Gas	10,000	15,000
Water/Sewer	15,000	30,000
Insurance	-	-
Communications (phone)	250	500
Contract Services	18,000	13,500
Rental Equipment	2,000	1,500
Advertising	7,500	15,000
Training	1,000	2,000
Conference	500	1,500
Dues/Subscriptions	250	500
Bank Charges[6]	10,197	19,632
Other	1,000	1,500
Sub-Total	$85,697	$175,632

Additional	Southwest	Roscoe
Capital Replacement Allocation	75,000	150,000
Management Fee	-	125,000
Sub-Total	75,000	275,000

Totals	Southwest	Roscoe
Staffing	143,033	403,971
Commodities	139,500	191,152
Contractual	85,697	175,632
Total w/out Replacement Fund	**368,230**	**770,755**
Capital Replacement Fund	75,000	150,000
Management Fee	-	125,000
Total	**443,230**	**$1,045,755**

[6] Factored at 3% of total revenue generation.

Full Time Staffing – Southwest

Positions	Rate	Number	
Recreation Supervisor	45,000	1	45,000
Benefits	33%		14,850
Total Full-Time Staff			$62,843

Full Time Staffing – Roscoe

Positions	Rate	Number	
Loop Manager	45,000	1	45,000
Activity Center Manager	45,000	1	45,000
Maintenance	40,000	1	40,000
Benefits	33%		42,900
Total Full-Time Staff			$172,900

Part Time Staffing – Southwest

Positions	Hourly Rate	Hours	Weeks	Total
Custodial	$13.00	30	50	19,500
Event Staff	$13.00	4	50 (rentals)	2,600
Camp Coordinator	$15.00	40	11	6,600
Sub-Total				$28,700
Park Programs				44,200
Sub-Total				$72,900
Benefits	10%			7,290
Total				**$80,190**

Part Time Staffing – Roscoe

Positions	Hourly Rate	Hours	Weeks	Total
Front Desk	$13.00	135	36	63,180
	$13.00	158	14	28,665
Cafe	$13.00	75	36	35,100
	$13.00	113	14	20,475
Experience	$13.00	85	36	19,890
Custodial	$13.00	50	50	32,500
Sub-Total				$199,810
Program Staff				10,255
Sub-Total				$210,065
Benefits	10%			$21,006
Total				**$231,071**

The projections are what B*K feels the City could anticipate achieving once the facility is fully operational. B*K believes this is a realistic, but conservative, estimation of potential revenue.

Revenues at Southwest Park:

Category	
Programs	
Park	131,500
Sub-Total	$131,500
Other	
Event Rentals	140,000
Other Rentals	68,500
Sub-Total	$208,400
Total	**$339,900**

Note: Programs and events are not factored at maximum participant capacity.

Revenues at Roscoe Righter Park:

Category	School District
Fees	
Pickleball Daily	22,750
Pickleball Member	18,750
Skating Daily	25,760
Skate Rental	8,960
Sub-Total	$76,220
Programs	
Park	38,128
Activity Center	225,000
Sub-Total	$263,128
Other	
Birthday Parties	33,600
Event Rentals	39,600
Other Rentals	108,000
Concessions[7]	133,840
Sub-Total	$210,600
Total	**$344,485**

Note: Programs and events are not factored at maximum participant capacity.

[7] Factored at $8.00 per person for a total attendance of 16,730. This does not account for program attendance.

5-Year Projection – Southwest Park

	Year 1	Year 2	Year 3	Year 4	Year 5
Expenses	$443,230	$452,094	$465,657	$479,627	$494,015
Revenue	$339,900	$373,890	$400,062	$412,064	$424,426
	($103,330)	($78,204)	($65,595)	($67,562)	($69,589)
Cost Recovery	76.7%	82.7%	85.9%	85.9%	85.9%

- Includes $75,000 annual allocation for capital replacement in the expense line item.

	Year 1	Year 2	Year 3	Year 4	Year 5
Expenses	$368,230	$375,594	$386,862	$398,468	$410,422
Revenue	$339,900	$373,890	$400,062	$412,064	$424,426
	($28,330)	($1,704)	$13,200	$13,596	$14,004
Cost Recovery	92.3%	99.5%	103.4%	103.4%	103.4%

- Does not include $75,000 annual allocation for capital replacement in the expense line item.

5-Year Projection – Roscoe Righter Park

	Year 1	Year 2	Year 3	Year 4	Year 5
Expenses	$1,045,755	$1,066,670	$1,098,670	$1,131,630	$1,165,579
Revenue	$654,388	$719,826	$770,214	$793,321	$817,120
	($391,367)	($346,844)	($328,456)	($338,310)	($348,459)
Cost Recovery	62.6%	67.5%	70.1%	70.1%	70.1%

- Includes $150,000 annual allocation for capital replacement in the expense line item and the $125,000 management fee.

	Year 1	Year 2	Year 3	Year 4	Year 5
Expenses	$770,755	$786,170	$809,755	$834,048	$859,069
Revenue	$654,388	$719,826	$770,214	$793,321	$817,120
	($116,367)	($66,344)	($39,541)	($40,727)	($41,949)
Cost Recovery	84.9%	91.6%	95.1%	95.1%	95.1%

- Does not include $150,000 annual allocation for capital replacement in the expense line item and the $125,000 management fee

City of Blue Springs Aquatic and Parks Survey

Findings Report

…helping organizations make better decisions since 1982

2020

Submitted to the City of Blue Springs (MO)
Parks and Recreation Department

ETC Institute
725 W. Frontier Lane,
Olathe, Kansas
66061

April 2020

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City of Blue Springs
Aquatic and Parks Survey
Executive Summary

Overview

ETC Institute administered a parks and recreation needs assessment in the Winter of 2020 for the City of Blue Springs. The City of Blue Springs conducted a community survey to help establish the citizen's priorities for the potential development of community aquatic amenities, as well as two parkland parcels in the City. Information compiled from this assessment will provide key data to set a clear vision for the future development and investments.

Methodology

ETC Institute mailed a survey packet to a random sample of households in the City of Blue Springs. Each survey packet contained a cover letter, a copy of the survey, and a postage-paid return envelope. Residents who received the survey were given the option of returning the survey by mail or completing it online at www.BlueSpringsParkSurvey.org.

Ten days after the surveys were mailed, ETC Institute sent emails to the households that received the survey to encourage participation. The emails contained a link to the online version of the survey to make it easy for residents to complete the survey. To prevent people who were not residents of the City from participating, everyone who completed the survey online was required to enter their home address prior to submitting the survey. ETC Institute then matched the addresses that were entered online with the addresses that were originally selected for the random sample. If the address from a survey completed online did not match one of the addresses selected for the sample, the online survey was not counted.

The goal was to obtain completed surveys from at least 400 residents. The goal was exceeded with a total of 502 residents completing the survey. The overall results for the sample of 502 households have a precision of at least +/-4.4% at the 95% level of confidence.

This report contains the following:

- Charts showing the overall results of the survey (Section 1)
- Tabular data showing the overall results for all questions on the survey (Section 2)
- A copy of the survey instrument (Section 3)

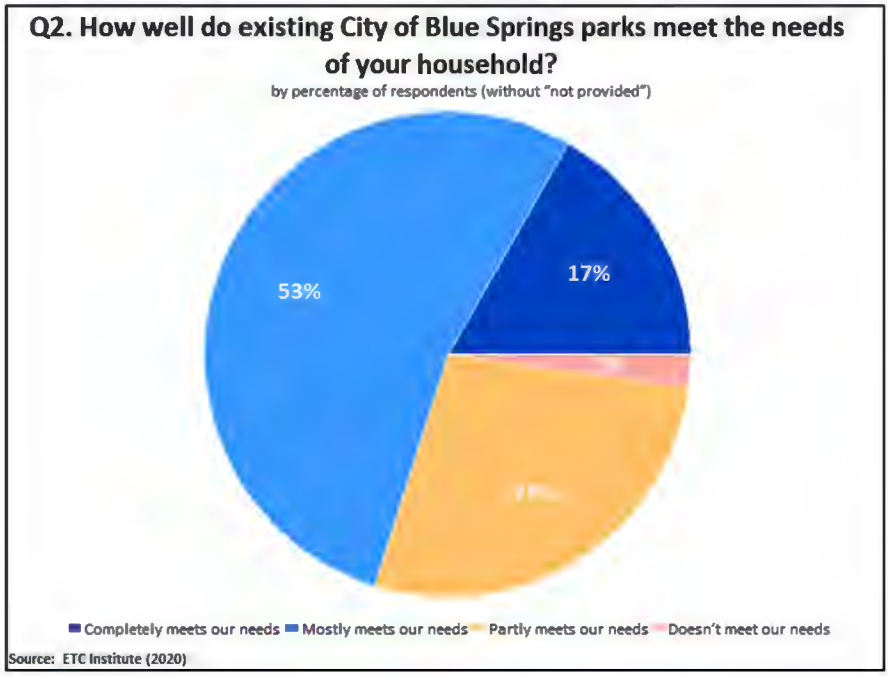
The major findings of the survey are summarized below and on the following pages.

Existing City Parks

Priorities. Households were asked what priorities they had when visiting a park and the top priorities, as indicated by respondent households, were: exercise/paved walking trails (73%), nature areas (55%), relax (53%), playgrounds (52%), and shelter/picnic areas (51%).

Needs. Respondents were asked to indicate how well City parks are meeting the needs of them and their household.

- 17% indicated City parks completely meet their needs
- 53% indicated City parks mostly meet their needs
- 28% indicated City parks partly meet their needs
- 2% indicated City parks does not meet their needs



Use of Parks Outside of the City. When asked what the primary reasons were for why the household uses **active** park amenities outside of the City, the top responses made by respondent households, were: amenities/restrooms/concessions/shade/warm-up areas (21%), quality of existing facilities (17%), and availability (16%). Forty-one percent (41%) of responding households indicated they do not use active park amenities outside of the City.

When asked what the primary reasons were for why the household uses **passive** parks outside of the City, the top responses made by respondent households, were: quality and length of trails elsewhere (27%), better open spaces elsewhere (14%), and better social gathering opportunities and events offered elsewhere (11%). Forty-four percent (44%) of respondent households indicated they do not use passive park parks outside of the City.

New City Park

Design. The highest level of importance for the design of a new park to serve various groups in the community, based on the "very important" responses among residents *who had an opinion*, were: families (87%), youth (76%), and teenagers (55%).

Activities. Activities that respondent households would like to do most, based on the sum of the respondents' top five choices, were: walking for pleasure/paved paths (62%), walking for pleasure/nature paths (56%), picnic (41%), festivals or fairs (41%), and playgrounds (40%).

Features. Top features that households indicated they would use most often, based on the sum of "daily" and "weekly" responses among residents *who had an opinion*, were: zipline course (13%), ropes course (10%), and rock climbing (10%).

Amenities. Households were asked how often they and their household would visit a new park if it had the amenities most preferred.

- 5% of respondents would use a new park daily with the preferred amenities
- 52% of respondents would use a new park weekly with the preferred amenities
- 24% of respondents would use a new park monthly with the preferred amenities
- 12% of respondents would use a new park less than once a month with the preferred amenities

Benefits of Parks, Trails, Facilities, and Services

The highest levels of agreement with potential benefits received from parks, trails, recreation facilities, and services, based on the sum of "strongly agree" and "agree" responses among residents *who had an opinion*, were: improve physical fitness/health/wellness (93%), makes Blue Springs a more desirable place to live (91%), improve mental health and reduce stress (90%), and preserve open space and environment (90%).

Aquatic Facilities

Twenty-eight percent (28%) of respondents indicated that their household is currently using indoor and/or outdoor aquatic facilities. Of the respondents that are using aquatic facilities (28%); 28% of respondent households are using indoor, 28% of respondent households are using outdoor aquatic facilities, and 45% of respondent households are using both indoor and outdoor aquatic facilities.

Respondent households that use aquatic facilities (28%) were asked which aquatic facilities they or members of their household use.

- 43% of respondents use the City of Blue Springs aquatic facilities
- 39% of respondents use neighboring cities aquatic facilities
- 29% of respondents use a private/HOA pool

When respondent households, that use aquatic facilities, were asked how well the existing facilities meet the needs of the household.

- 14% indicated the existing aquatic facilities completely meet their needs
- 34% indicated the existing aquatic facilities mostly meet their needs
- 36% indicated the existing aquatic facilities partly meet their needs
- 16% indicated the existing aquatic facilities does not meet their needs

The top three reasons that best represent the reason respondents use the City's current aquatic facility are: proximity (28%), amenities (25%), and only one available (22%). The most popular reasons, as indicated by responding households, that keep them and their household from using aquatic facilities, were: not interested (28%), too expensive (25%), and too busy (21%).

New City Aquatic Center

Features. Respondents would use a new aquatic center most often with these added features in the new design, based on the sum of "daily" and "weekly" responses among residents *who had an opinion*, were: warm water pool for swim lessons or therapy (46%), area for water fitness (45%), and outdoor season leisure pool (40%). The features that would be used most often, based on respondents' top three choices, were: warm water pool for swim lessons or therapy (37%), area for water fitness (35%), and family-oriented warm water pool (31%).

Households were asked how often they and their household would visit a new **indoor** aquatic center if it had the amenities most preferred.

- 11% of respondents would use a new park daily with the preferred amenities
- 46% of respondents would use a new park weekly with the preferred amenities
- 17% of respondents would use a new park monthly with the preferred amenities
- 11% of respondents would use a new park less than once a month with the preferred amenities

Households were asked how often they and their household would visit a new **seasonal outdoor** aquatic center if it had the amenities most preferred.

- 9% of respondents would use a new park daily with the preferred amenities
- 35% of respondents would use a new park weekly with the preferred amenities
- 23% of respondents would use a new park monthly with the preferred amenities
- 14% of respondents would use a new park less than once a month with the preferred amenities

Travel and Location. Respondents were asked, if a new aquatic center had the features they most preferred, what the **maximum** distance they and their household would travel to use the center.

- 36% would travel 11 to 15 minutes
- 25% would travel 5 to 10 minutes
- 20% would travel 16 to 20 minutes
- 5% would travel 20 or more minutes
- 15% would not use an aquatic center

Sixty-three percent (63%) of respondents indicated the most preferred location for a new aquatic center would be adjacent to other recreation amenities at Blue Springs Fieldhouse, 17% of respondents would prefer the location be at Roscoe Righter Park, and 10% of respondents would prefer the location be at Gregory O. Grounds Park.

Groups. The groups with the highest levels of importance of a new aquatic center serving, based on "very important" responses among residents *who had an opinion*, were: families (81%), youth (73%), and seniors (ages 60+) (63%).

Use. The top two purposes that respondent households indicated would best describe the reason they would use a new aquatic center would be for fitness and exercise (63%) and recreational swimming (46%).

Membership. The most preferred ways of paying to use a new aquatic center, as indicated by respondent households, were family annual pass (38%), multiple visit punch card (18%), and single user day pass (10%).

Family Monthly Pass. Respondents were asked what the **maximum** amount they would be willing to pay for a family monthly pass for aquatics only, that would allow access to both indoor and outdoor facilities and up to six family members.

- 46% would be willing to pay up to $35 per month
- 17% would be willing to pay up to $45 per month
- 9% would be willing to pay up to $55 per month
- 2% would be willing to pay $55 or more per month

Sixty-six percent (66%) of respondents would be interested in a combined family monthly pass that included the use of other recreation amenities at the Blue Springs Fieldhouse.

Singly User Season Pass. Respondents were asked what the **maximum** amount they would be willing to pay for a single user pass that would give access to indoor and outdoor aquatic facilities.

- 38% would be willing to pay up to $70 per year
- 14% would be willing to pay up to $80 per year
- 14% would be willing to pay up to $100 per year
- 5% would be willing to pay up to $90 per year

Sixty-one percent (61%) of respondents would be interested in a combined single user season pass that would include the use of other recreation amenities at the Blue Springs Fieldhouse.

Sixty-nine percent (69%) of respondents would be interested in a single user punch card allowing a discounted daily admission rate for multiple visits to the aquatic center.

Improvements and Investments

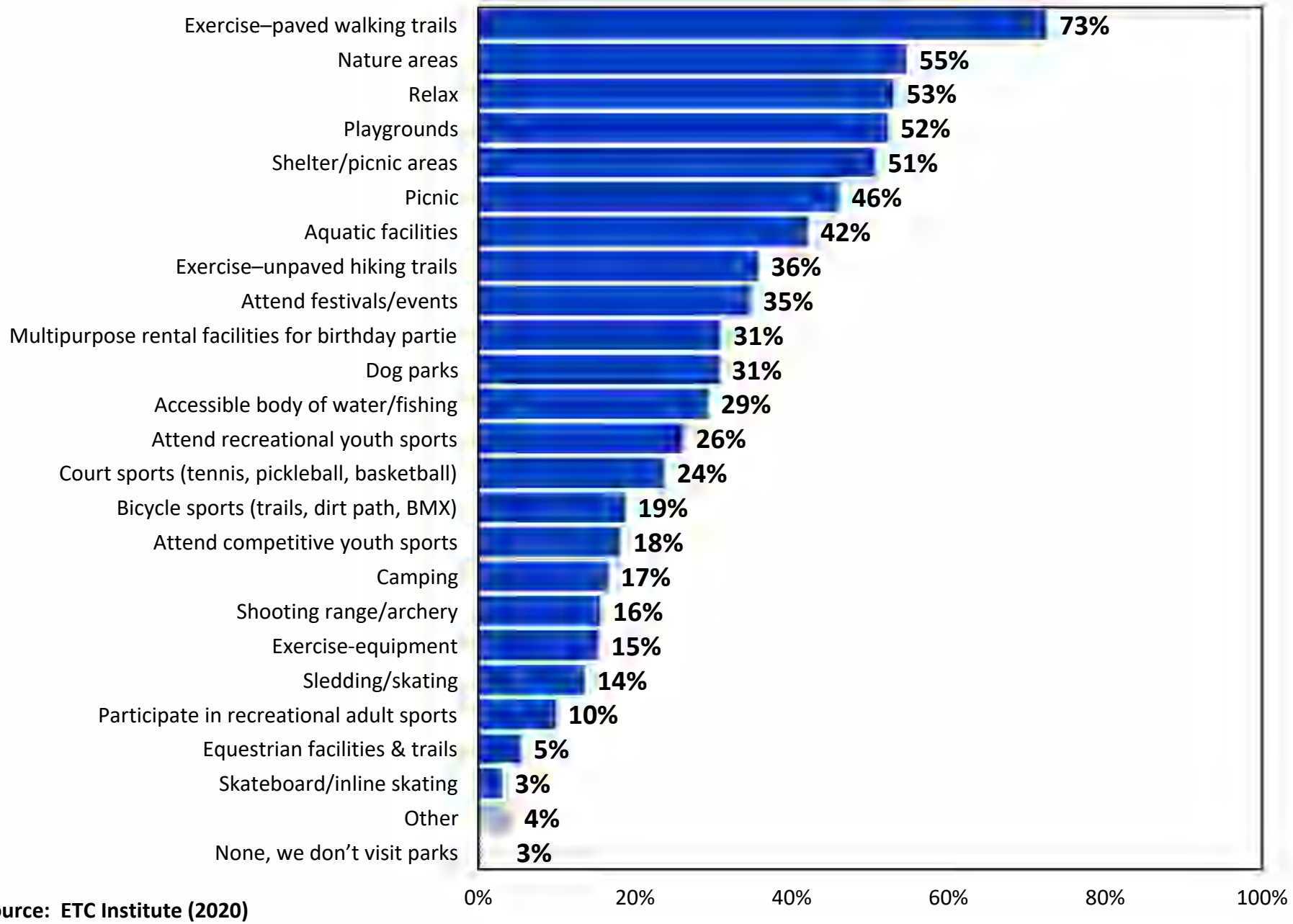
Improvements. Over half of the survey participants (56%) feel the priority of the City providing parks and recreation improvements is either “very high priority” (21%) or a “high priority” (35%). Thirty-two percent (32%) feel the City providing parks and recreation improvements is a “medium priority” and 9% feel it’s a “low priority”.

Investments. The Parks and Recreation Department currently received funding from a ½ cent sales tax. Sixty-one percent (61%) of respondents would be willing to support continuing with no tax increase to the existing Parks Sales Tax to fund a new aquatics facility, parkland development, and deferred parks maintenance. Of those respondents that answered “yes” (61%), over half (58%) would support continuing the Parks and Recreation Sales tax for another 10 years, 17% would support it for another 20 years, and 25% would support it for another 20 or more years.

Section 1
Charts and Graphs

Q1. What are the priorities for your household when visiting a park?

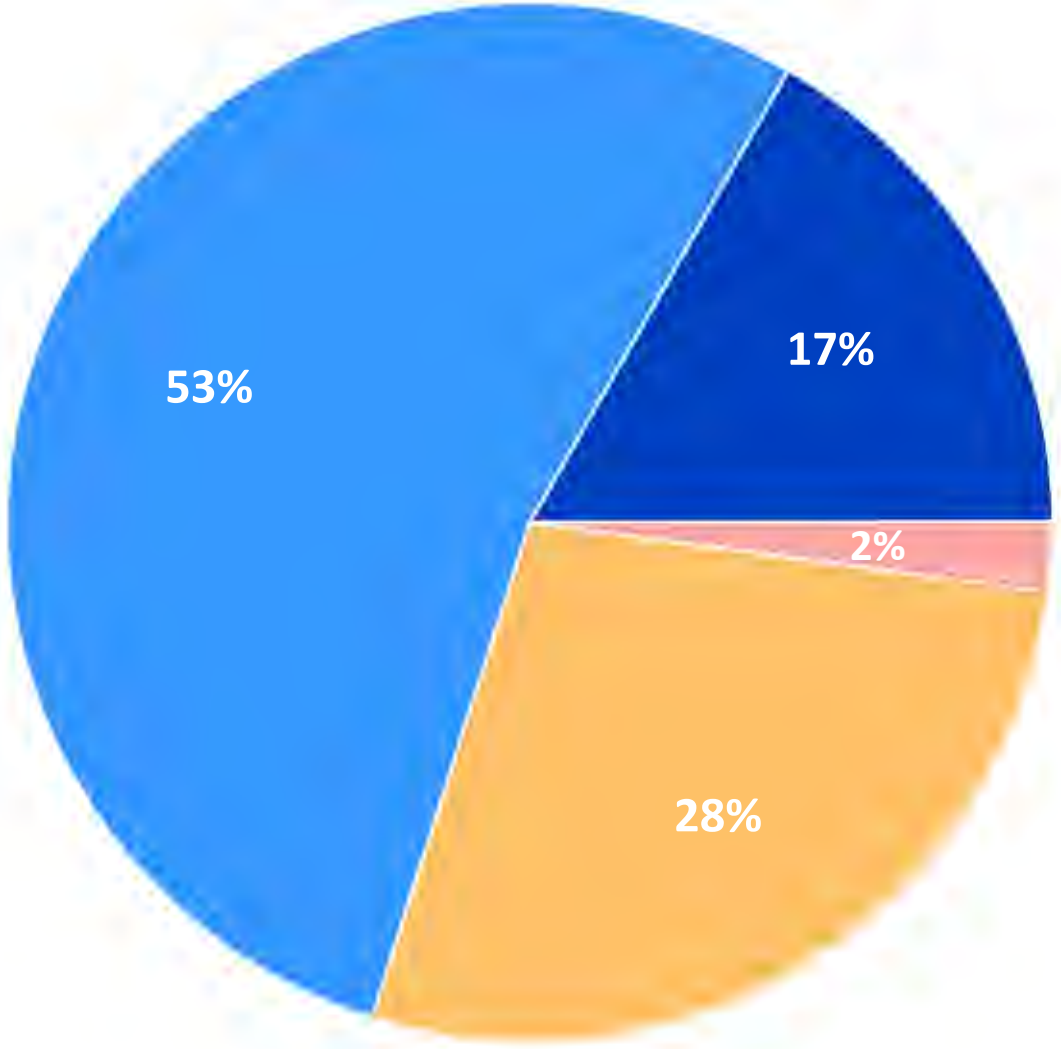
by percentage of respondents (multiple responses could be selected)



Source: ETC Institute (2020)

Q2. How well do existing City of Blue Springs parks meet the needs of your household?

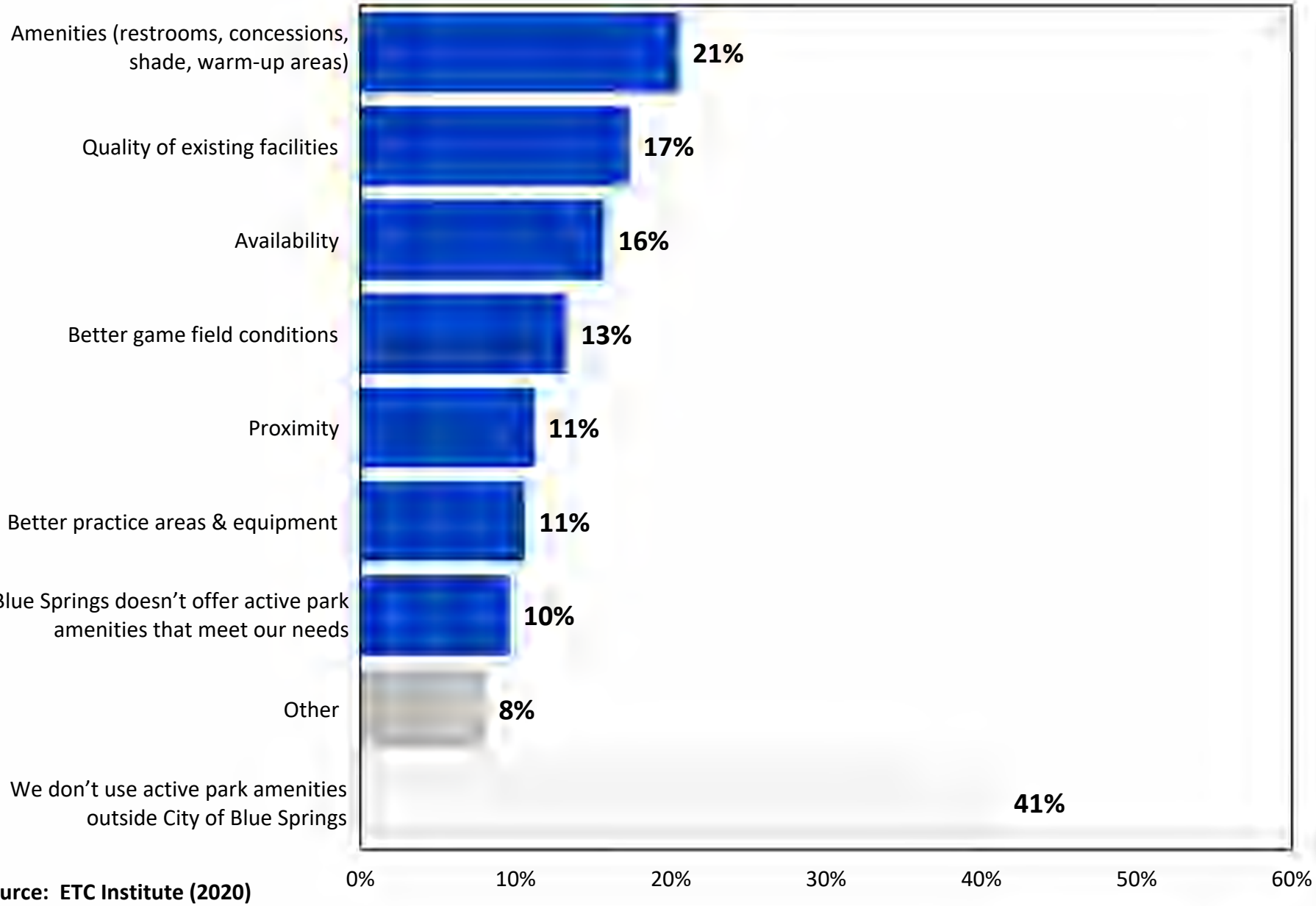
by percentage of respondents (without "not provided")



Source: ETC Institute (2020)

Q3. What are the primary reasons your household uses active park amenities outside of the City of Blue Springs?

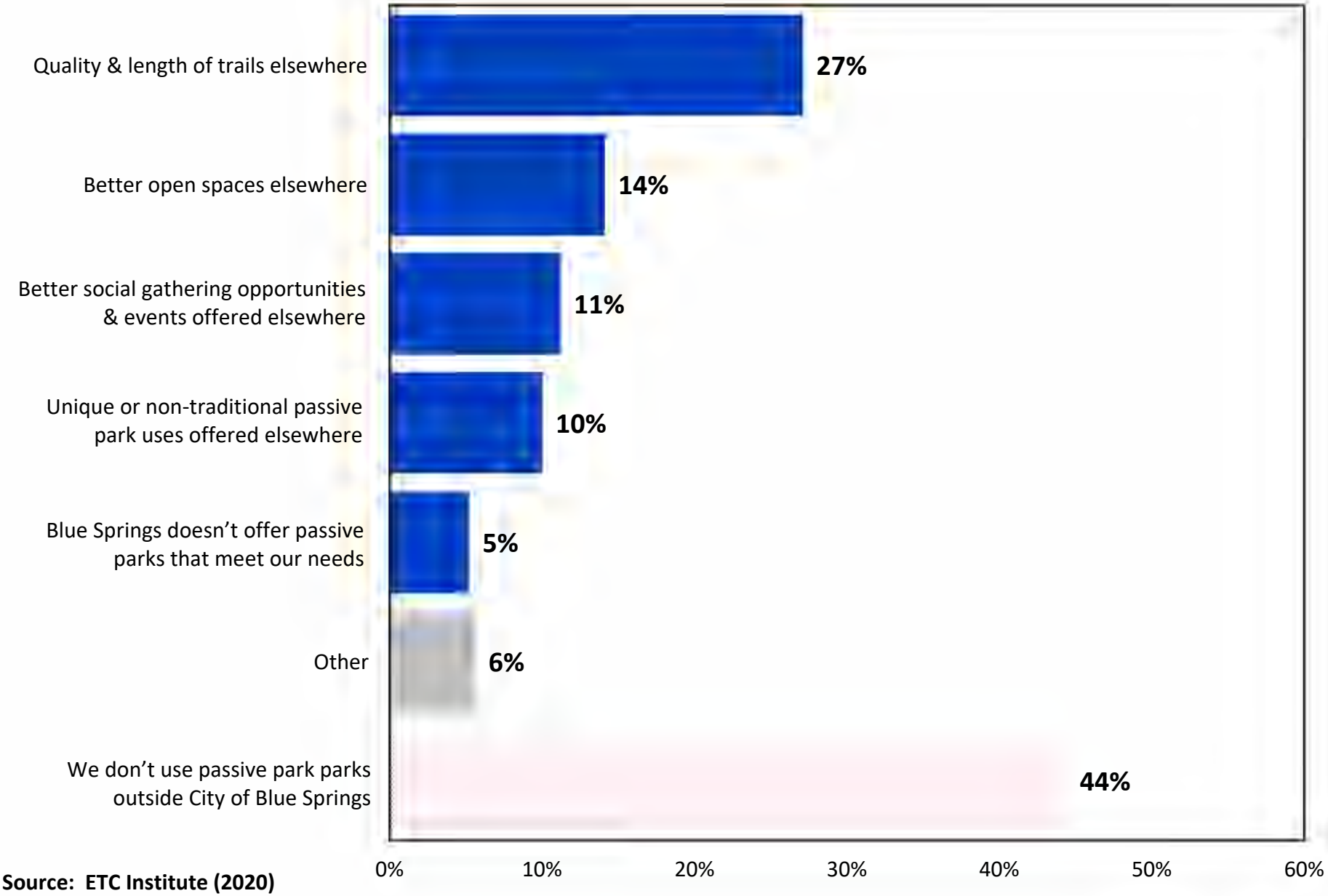
by percentage of respondents (multiple responses could be selected)



Source: ETC Institute (2020)

Q5. What are the primary reasons your household uses passive parks outside of the City of Blue Springs?

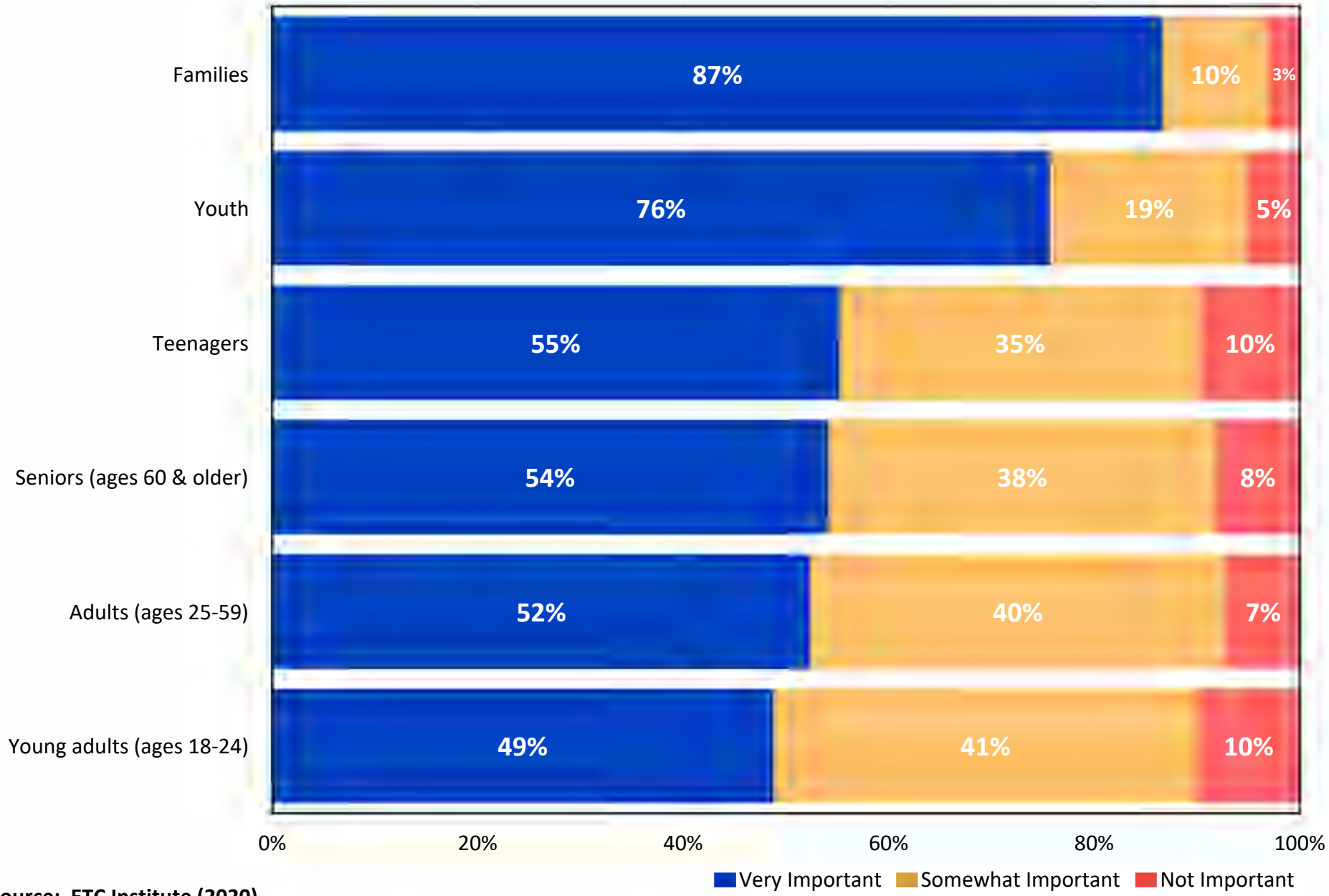
by percentage of respondents (multiple responses could be selected)



Source: ETC Institute (2020)

Q7. Level of Importance for the Design of a New Park to Serve Various Groups

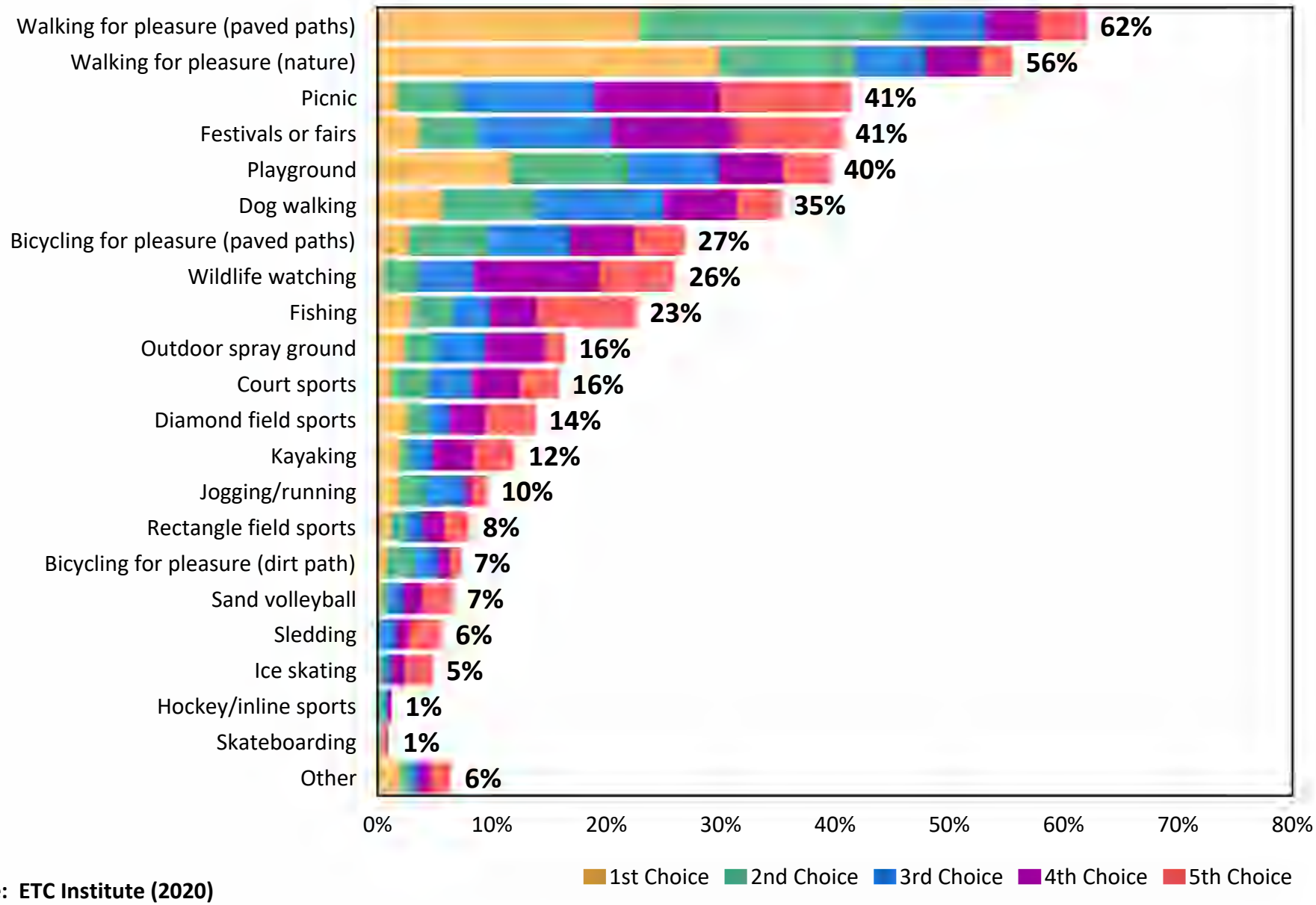
by percentage of respondents using a 3-point scale, where 3 means "Very Important" and 1 means "Not Important" (without "don't know")



Source: ETC Institute (2020)

Q8. Using the list below, please select the FIVE activities your household would like to do most.

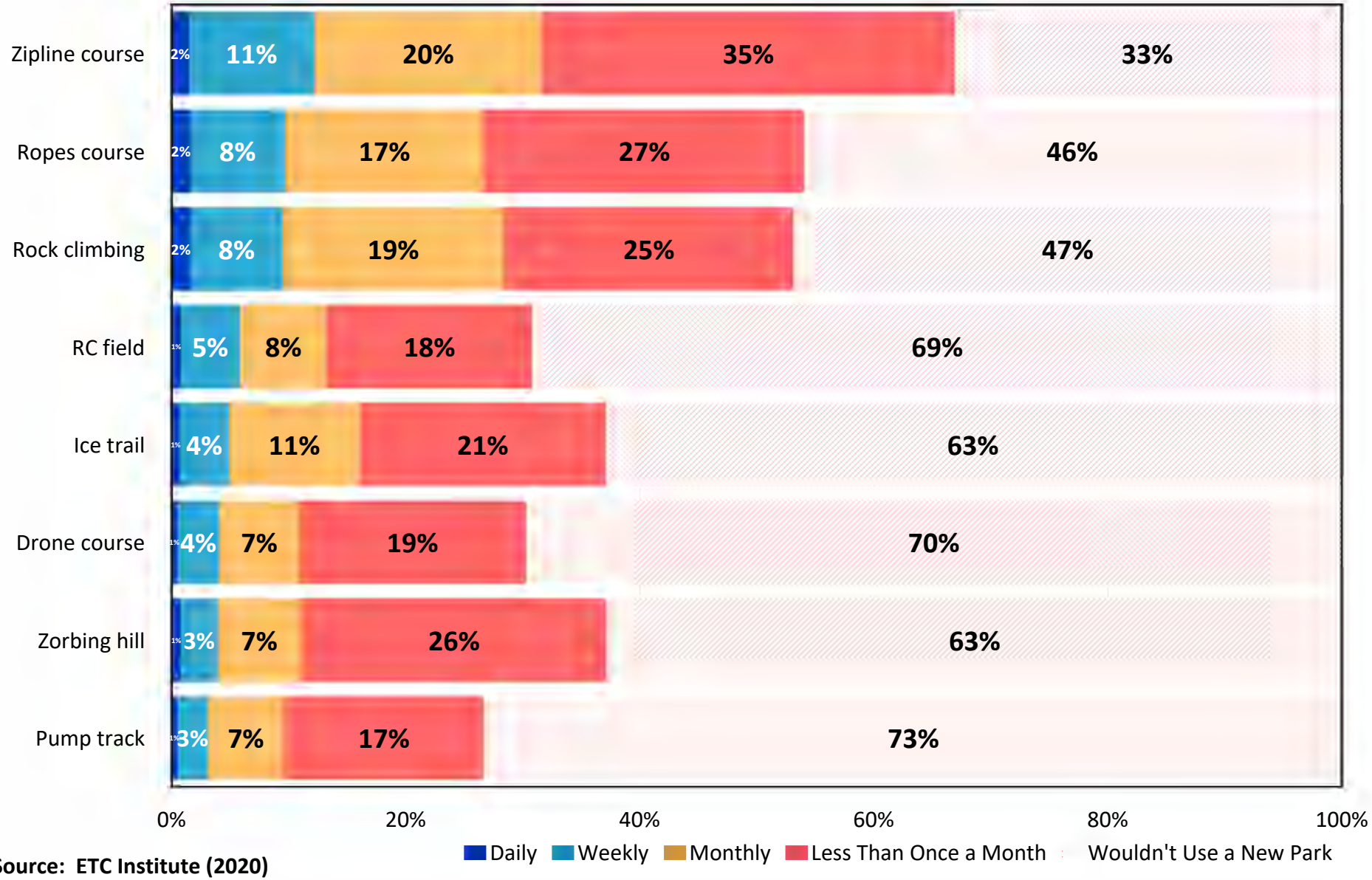
by percentage of respondents who selected the items as one of their top five choices



Source: ETC Institute (2020)

Q9. How often would your household use the following action sports and trending features at a new park?

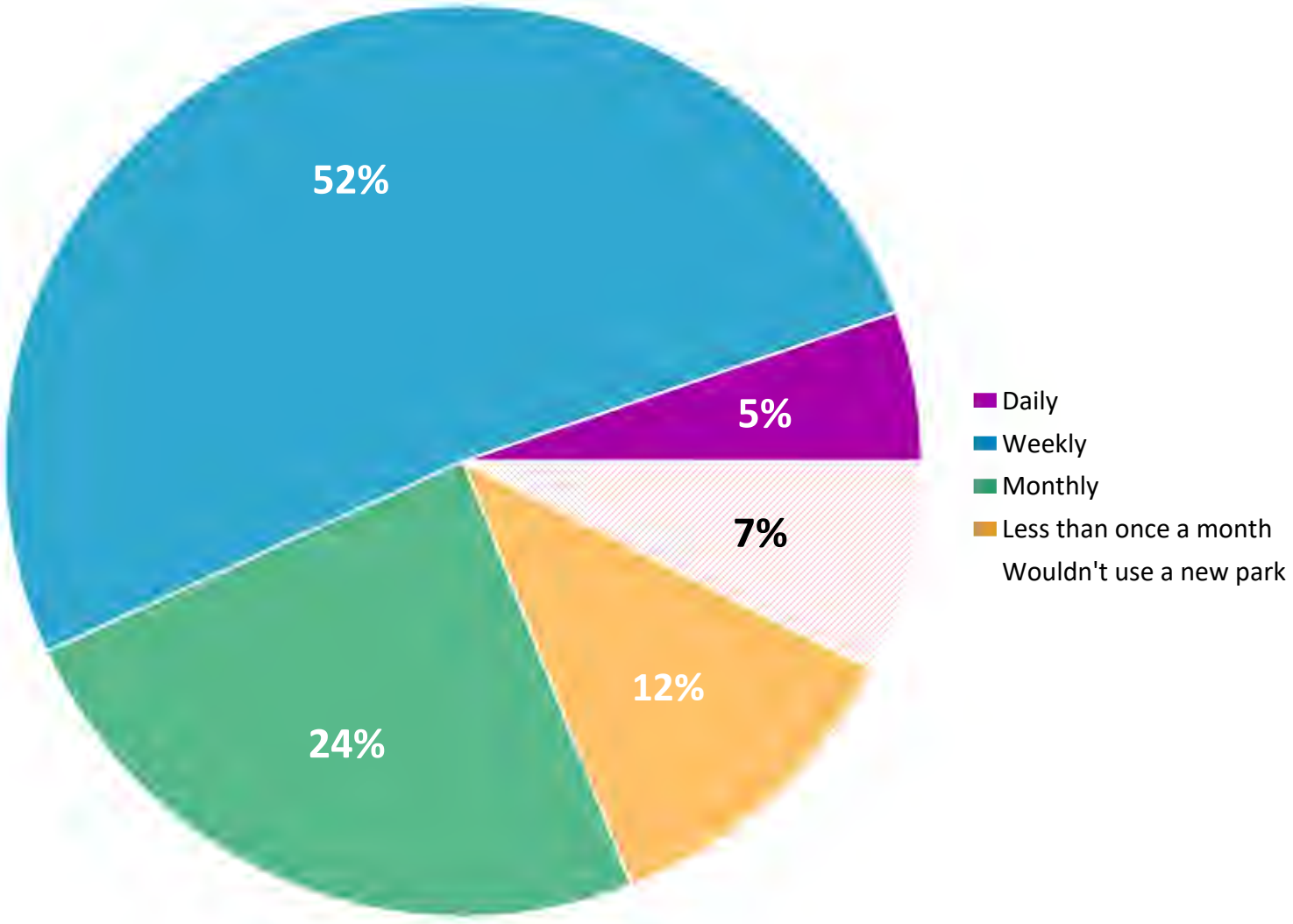
by percentage of respondents using a scale of 1 to 4, where 4 means "Very Supportive" and 1 means "Not Sure" (without "not provided")



Source: ETC Institute (2020)

Q10. How often would your household visit a new park if it had the amenities that you most prefer?

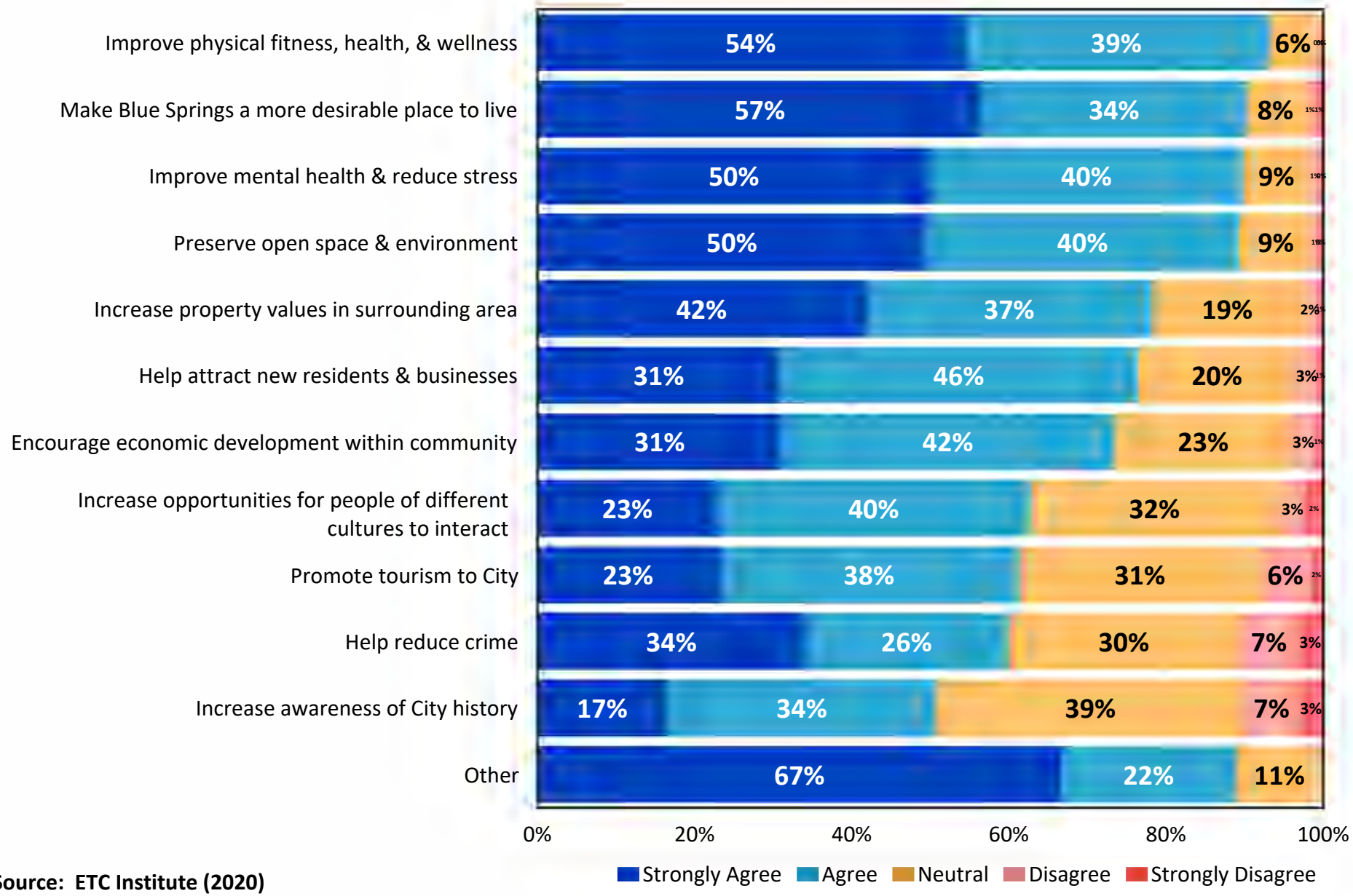
by percentage of respondents (without "not provided")



Source: ETC Institute (2020)

Q11. Level of Agreement for Potential Benefits Received from Parks, Trails, Recreation Facilities, and Services

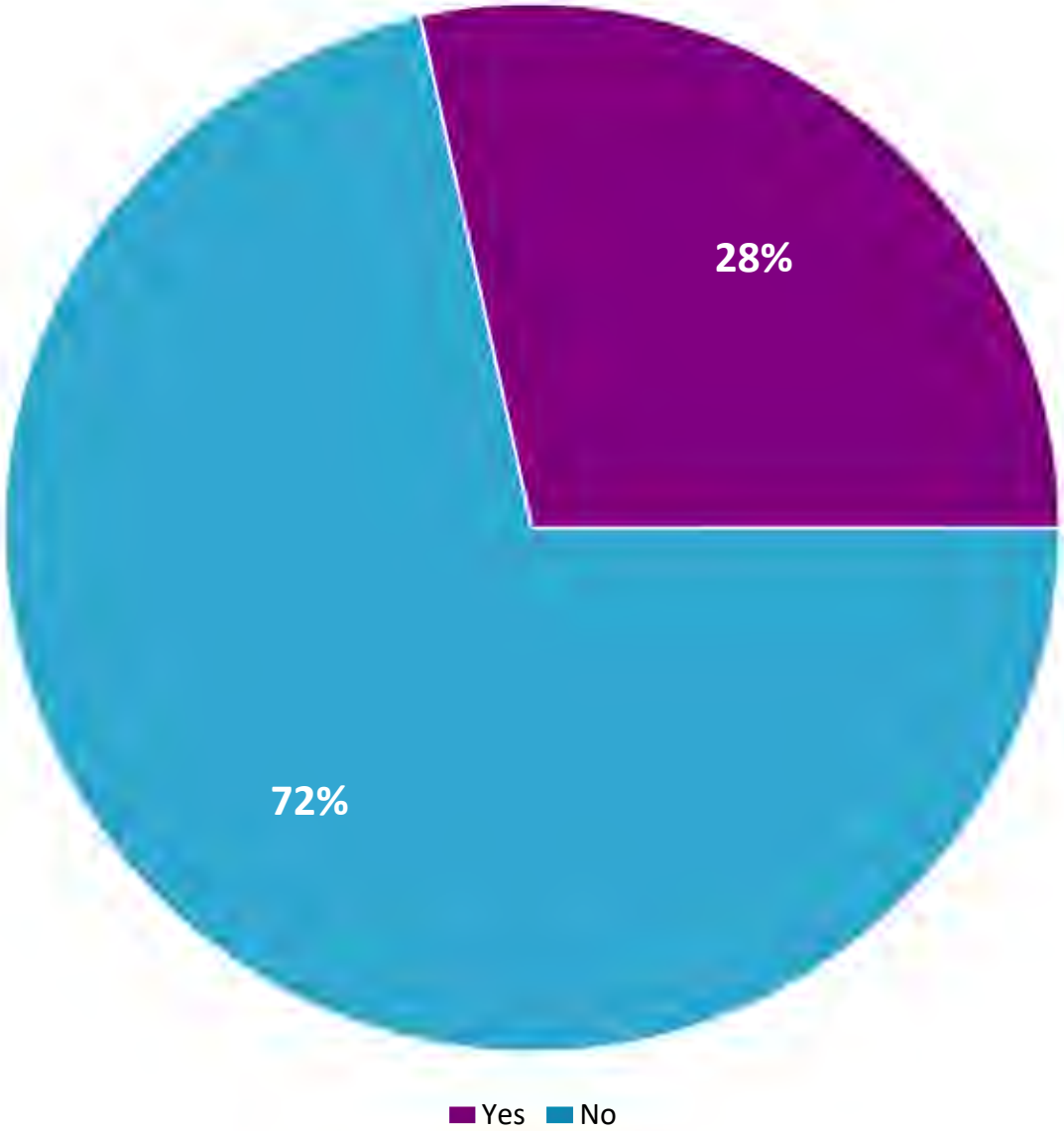
by percentage of respondents using a 5-point scale, where 5 means "Strongly Agree" and 1 means "Strongly Disagree"



Source: ETC Institute (2020)

Q12. Is your household currently using any indoor or outdoor aquatic facilities?

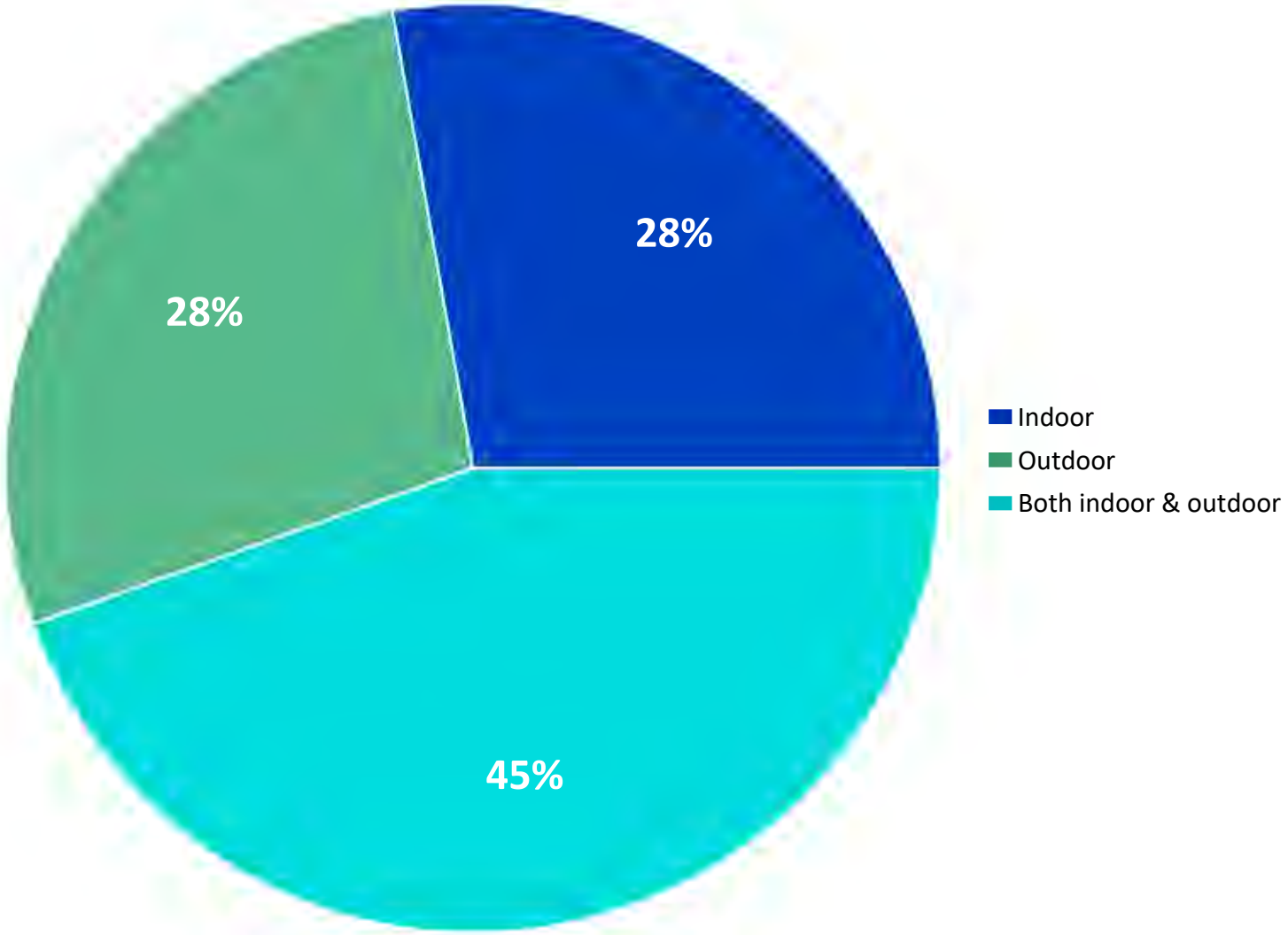
by percentage of respondents



Source: ETC Institute (2020)

Q12a. What type of aquatic facilities are you currently using?

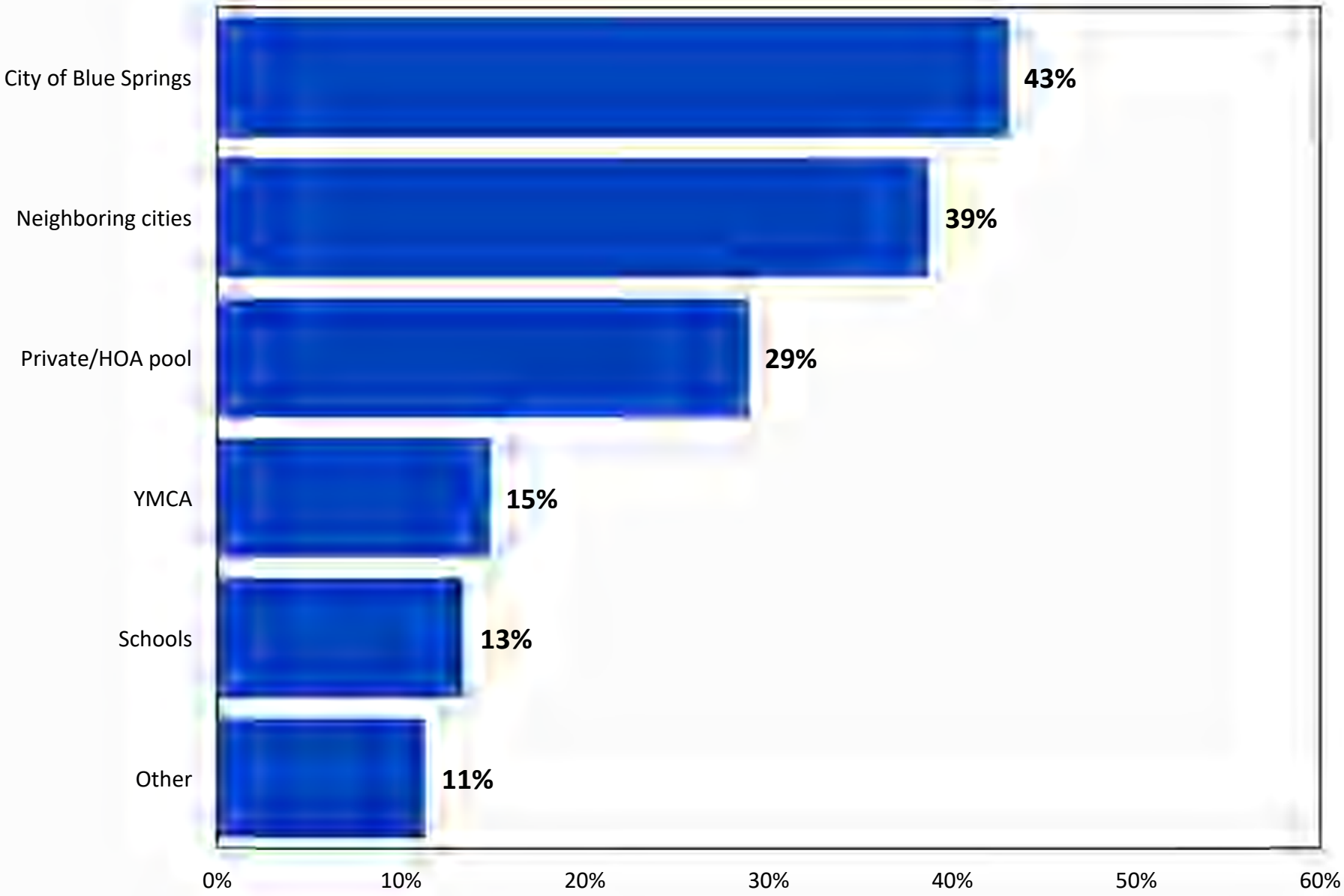
by percentage of households that are using aquatic facilities (without "not provided")



Source: ETC Institute (2020)

Q12b. From the following list, please check ALL of the aquatic facilities that you and members of your household currently use.

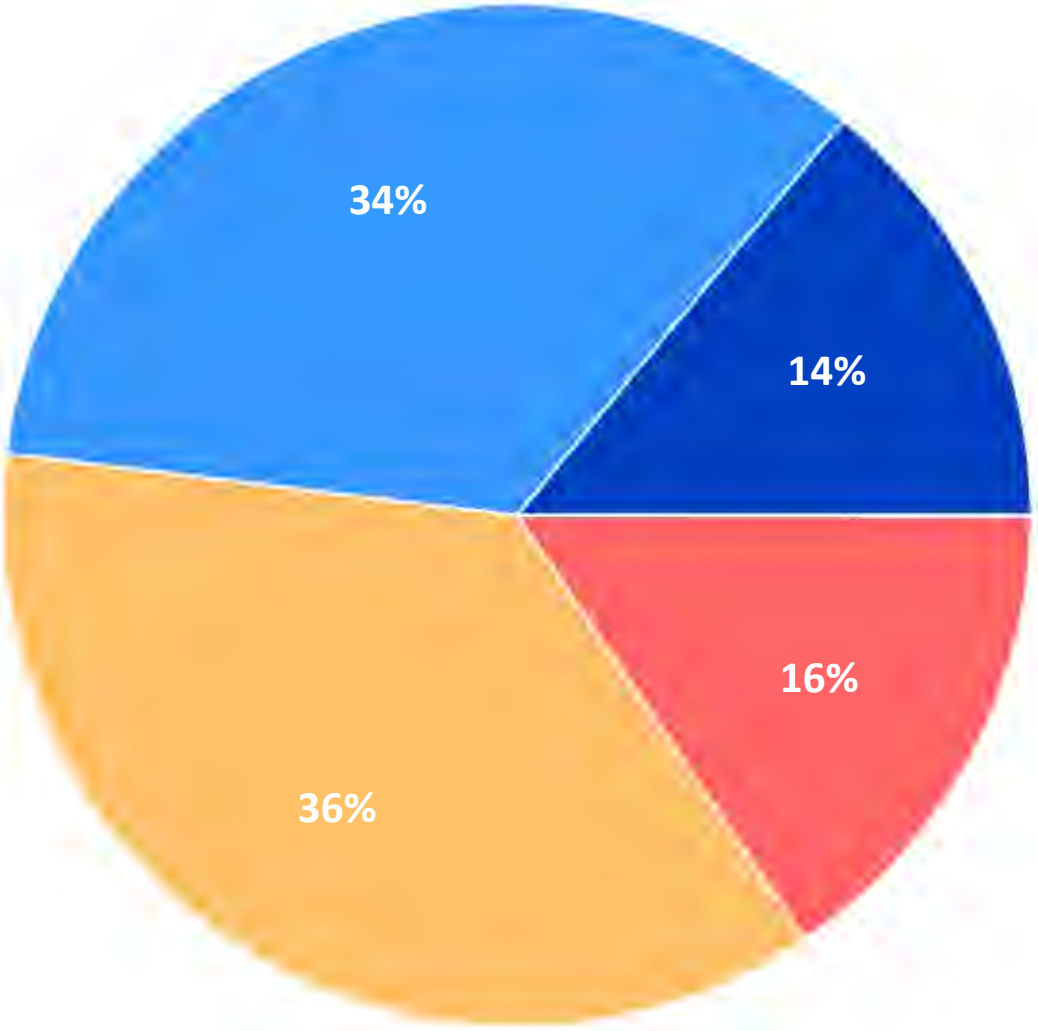
by percentage of households that are using aquatic facilities (multiple responses could be selected)



Source: ETC Institute (2020)

Q12c. How well do existing aquatic facilities meet the needs of your household?

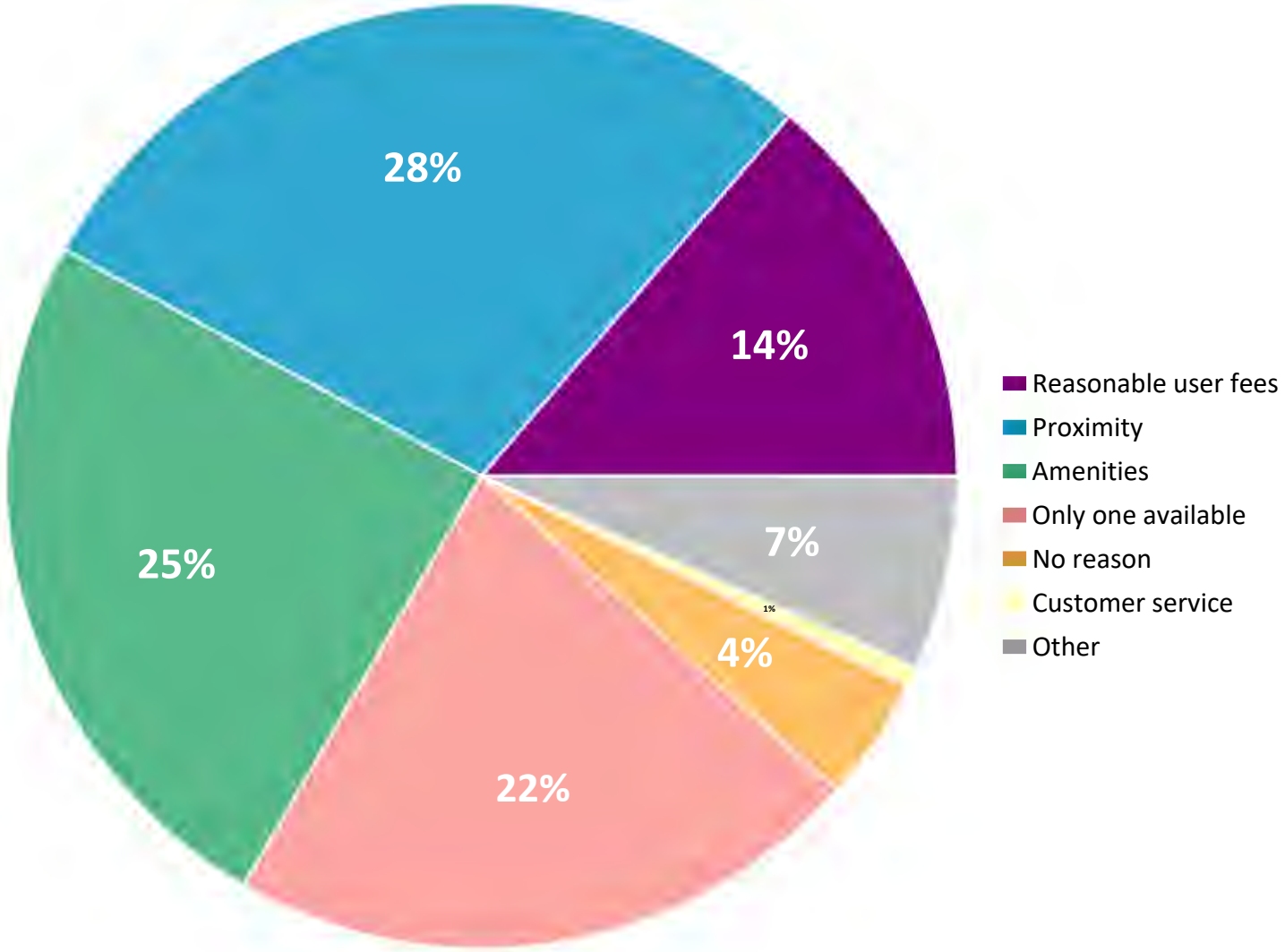
by percentage of households that are using aquatic facilities (without "not provided")



Source: ETC Institute (2020)

Q12d. Which ONE of the following statements best represents the primary reason that you use your current aquatic facility?

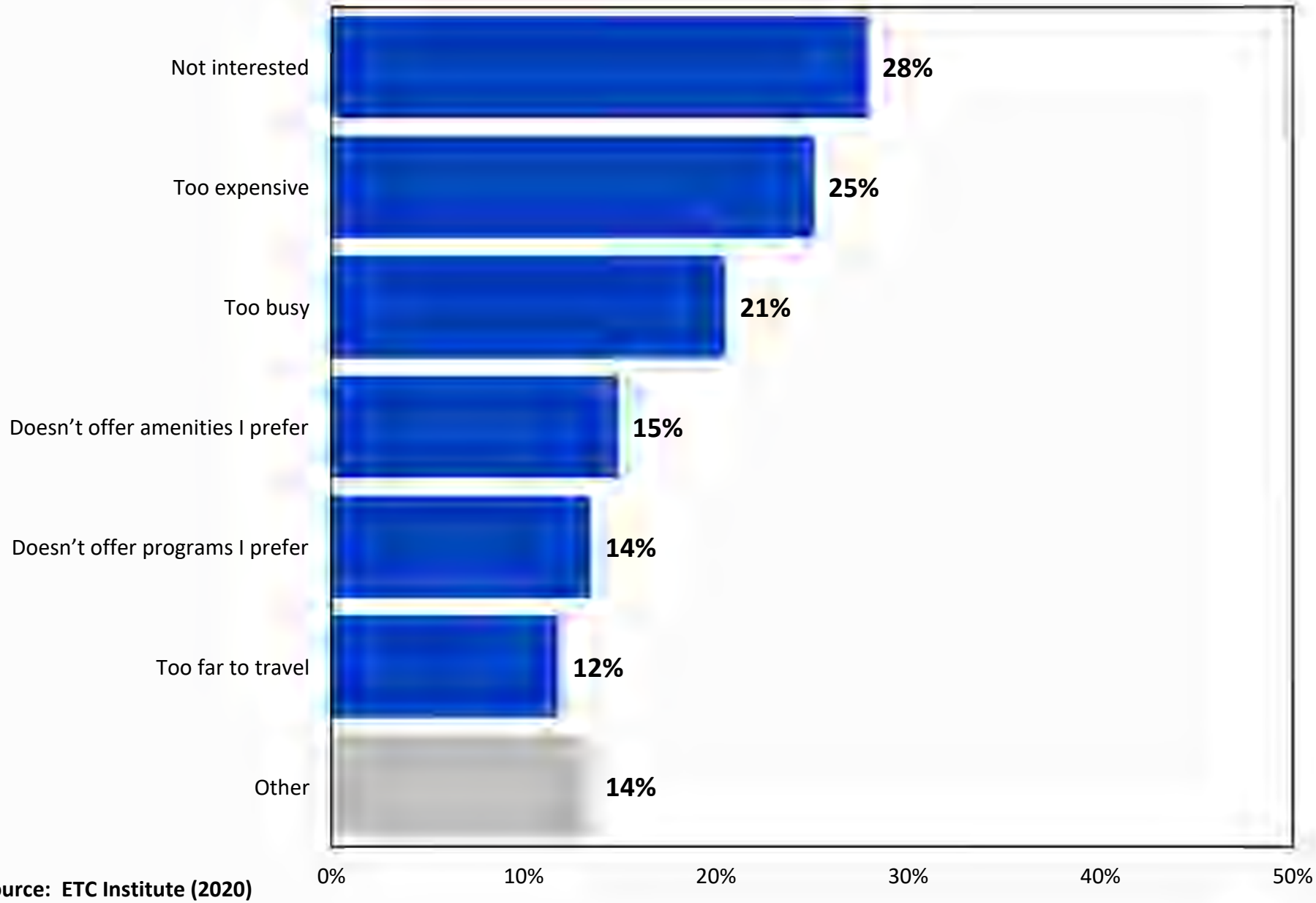
by percentage of households that are using aquatic facilities (without "don't know")



Source: ETC Institute (2020)

Q13. Please check ALL of the following reasons that prevent you or members of your household from using aquatic facilities.

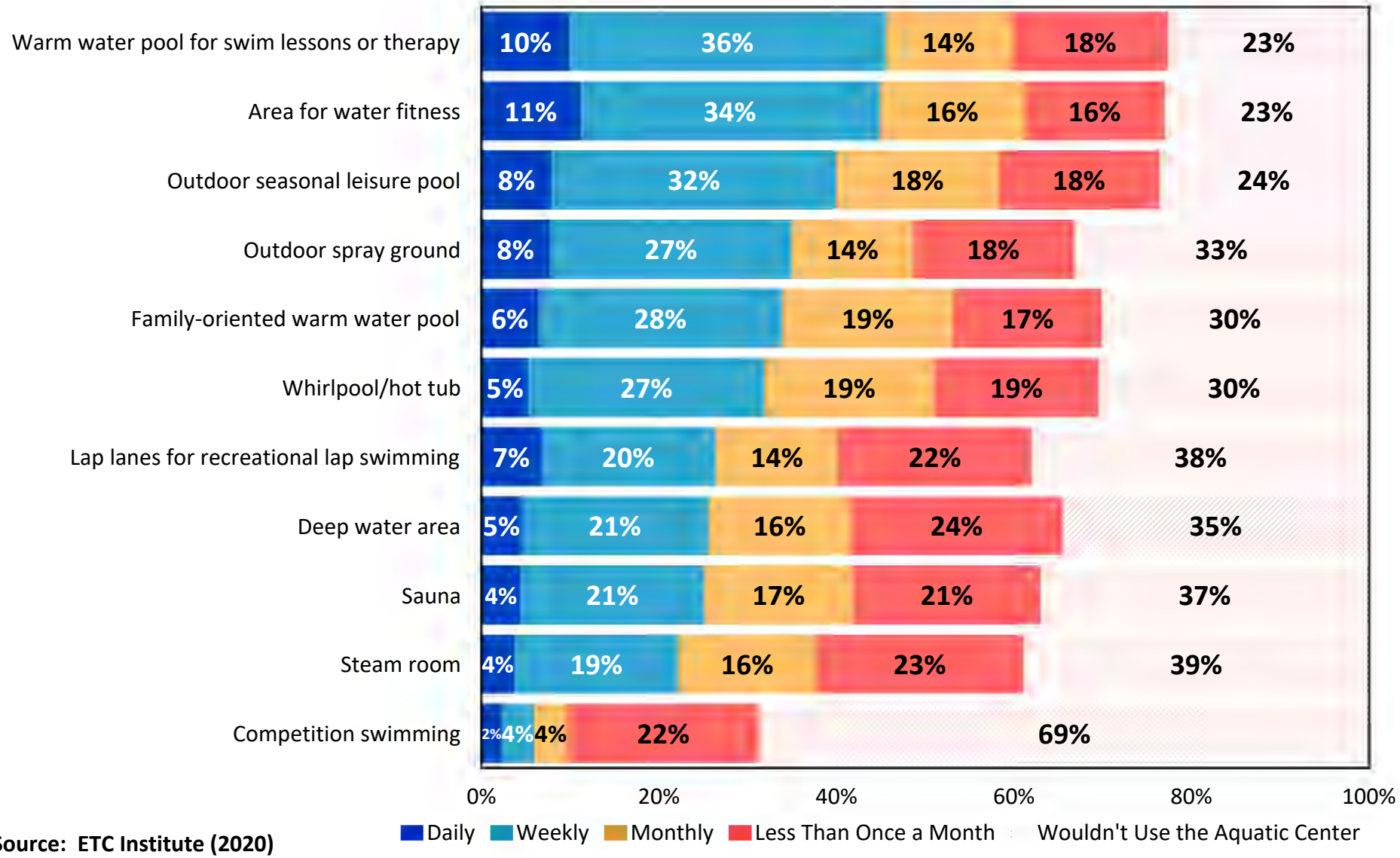
by percentage of respondents (multiple responses could be selected)



Source: ETC Institute (2020)

Q14. Listed below are features that could be incorporated into the design of a new aquatic center. For each one, please indicate approximately how often you and members of your household would use each of these features.

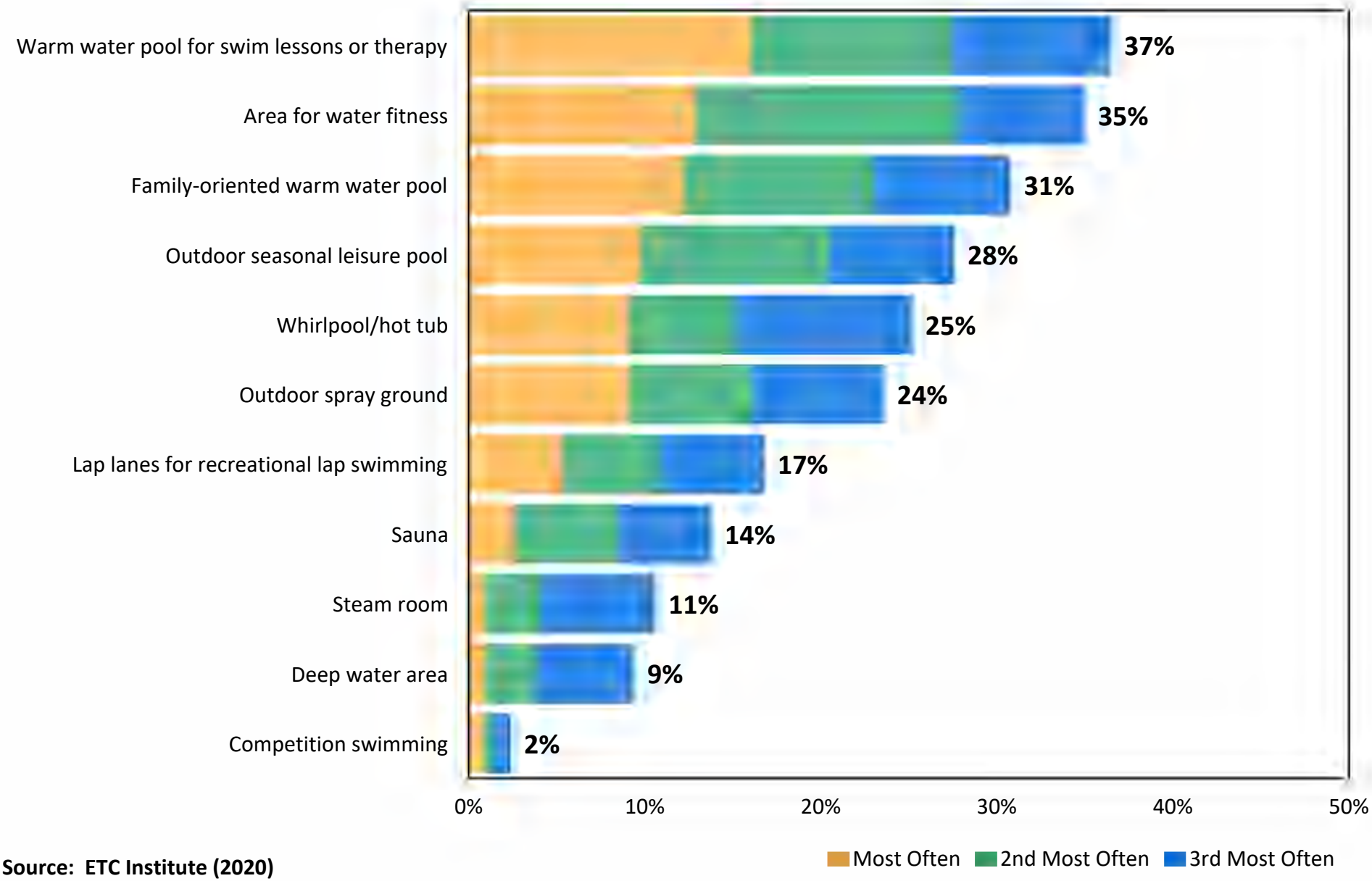
by percentage of respondents using a 5-point scale, where 5 means "Daily" and 1 means "Wouldn't Use the Aquatic Center" (without "don't know")



Source: ETC Institute (2020)

Q15. Which THREE of the features listed in Question 14 would your household USE MOST OFTEN if they were included in a new aquatic center?

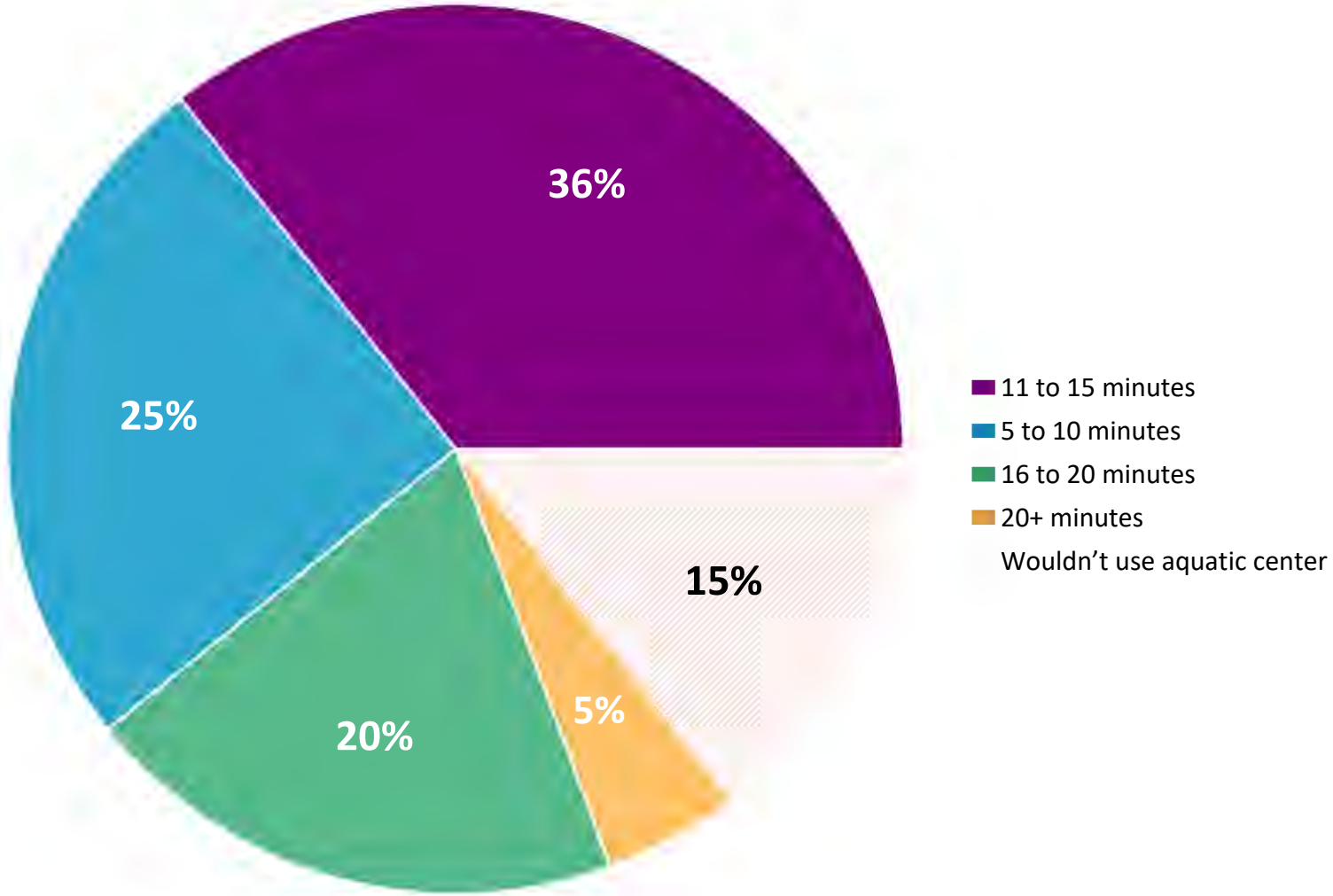
by percentage of respondents who selected the items as one of their top three choices



Source: ETC Institute (2020)

Q16. What is the MAXIMUM distance your household would travel to use a new aquatic center if it had the features you most prefer?

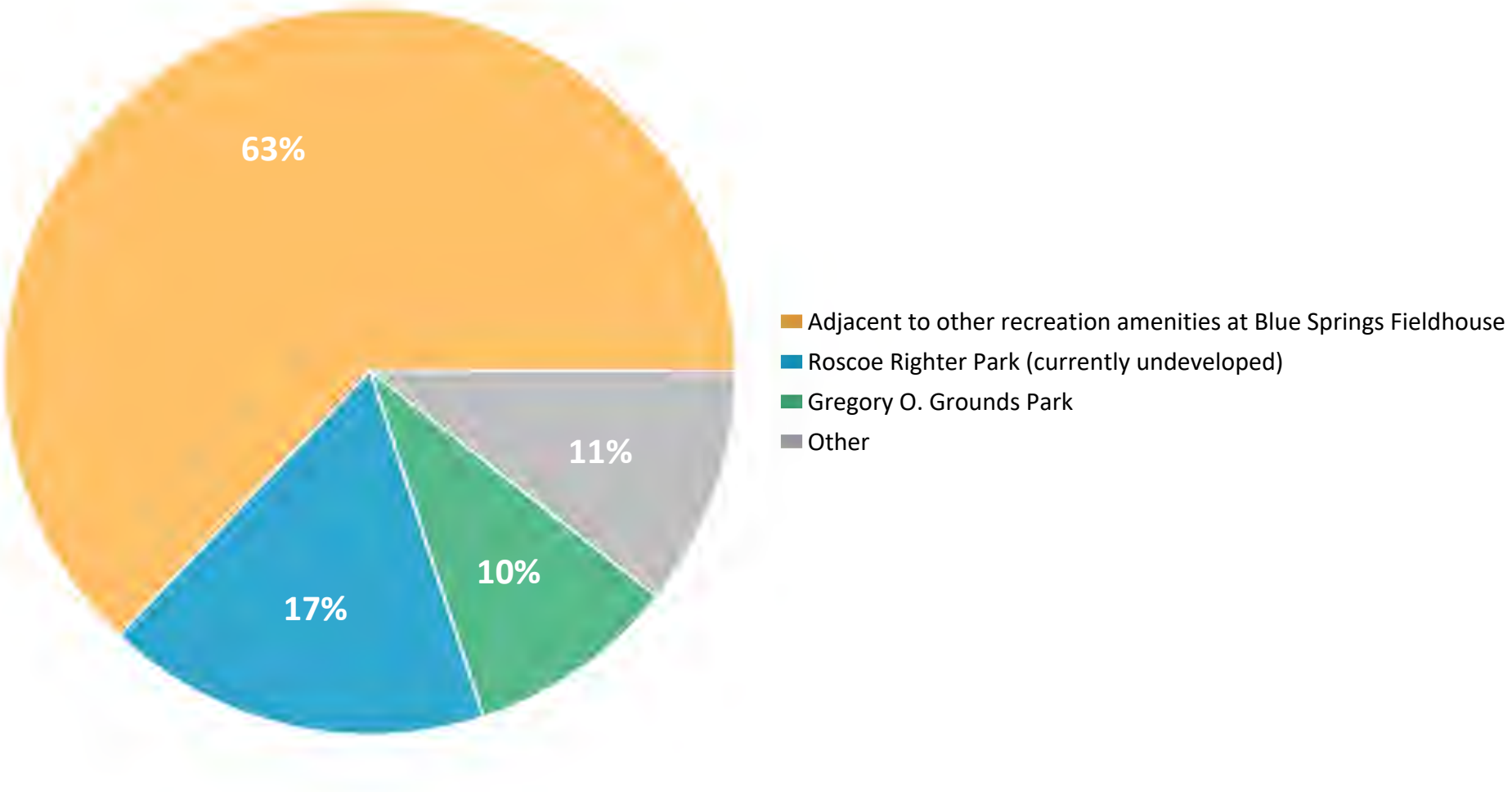
by percentage of respondents (without "not provided")



Source: ETC Institute (2020)

Q17. Which of the following would be your most preferred location for a new aquatic center?

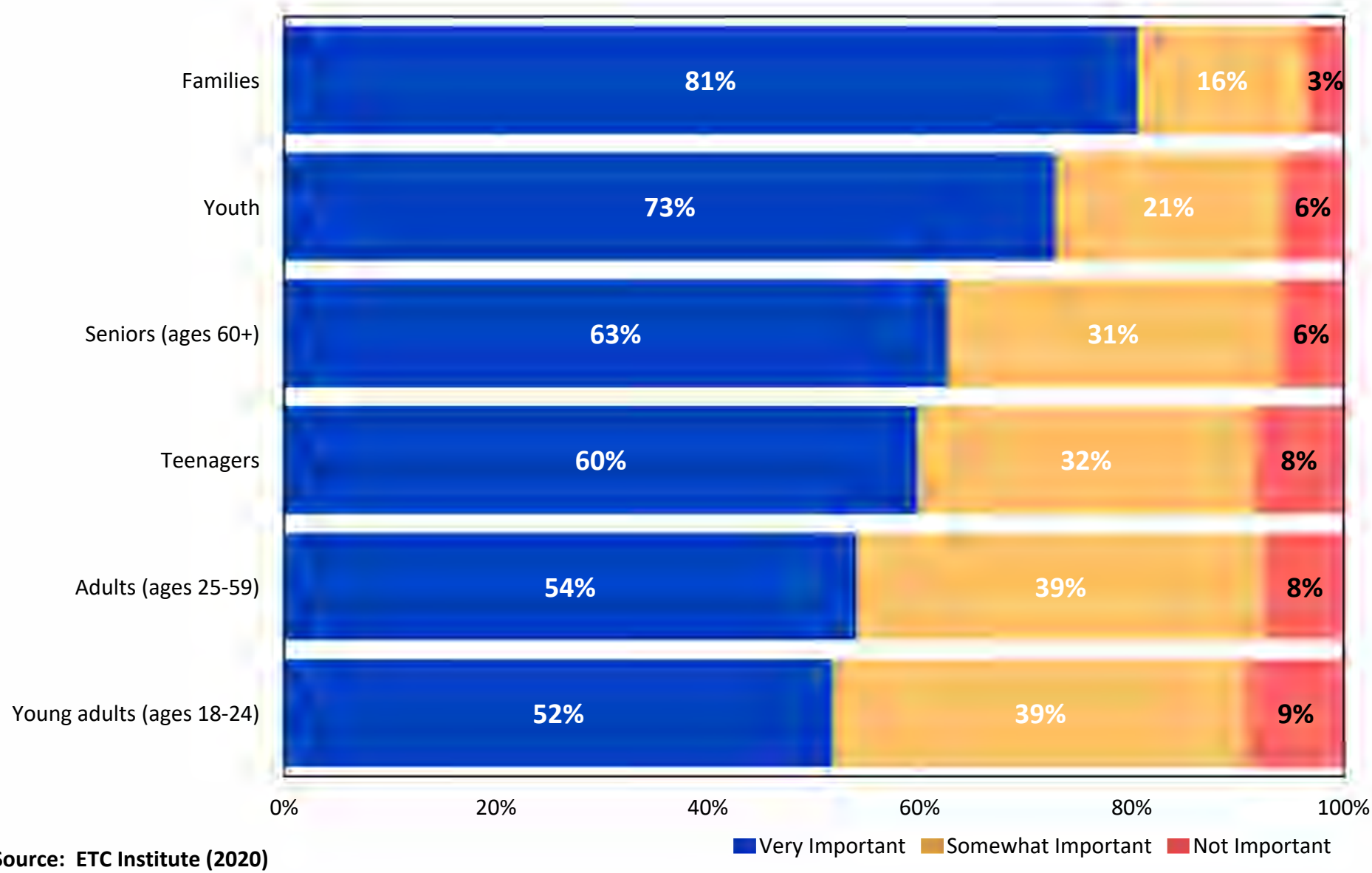
by percentage of respondents (without "not provided")



Source: ETC Institute (2020)

Q18. Level of Importance of a New Aquatic Center to Serve Various Groups

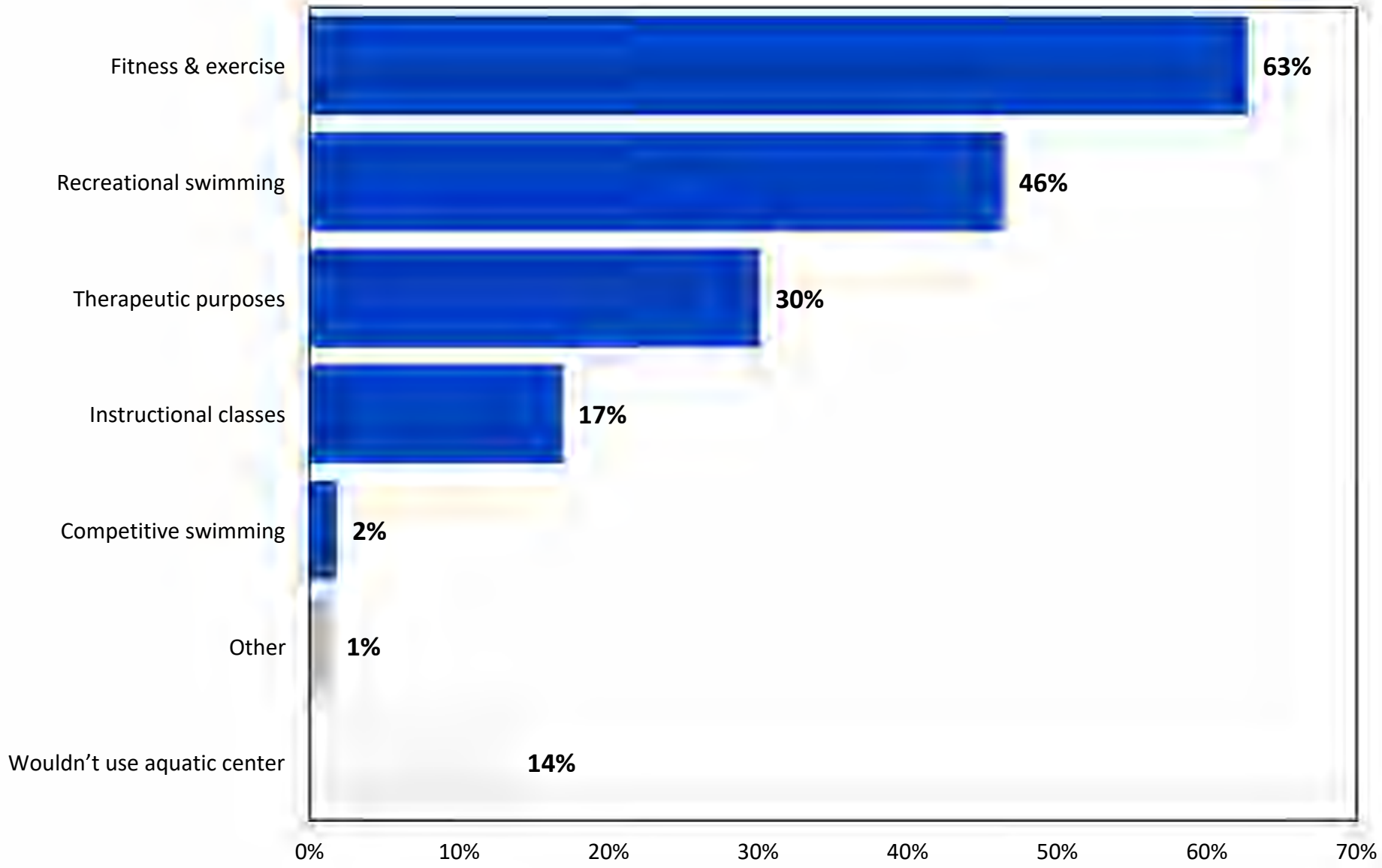
by percentage of respondents using a 3-point scale where 3 means “Very Important" and 1 means “Not Important” (without "don’t know”)



Source: ETC Institute (2020)

Q19. Please indicate the TWO purposes that best describe the reason your household would use a new aquatic center.

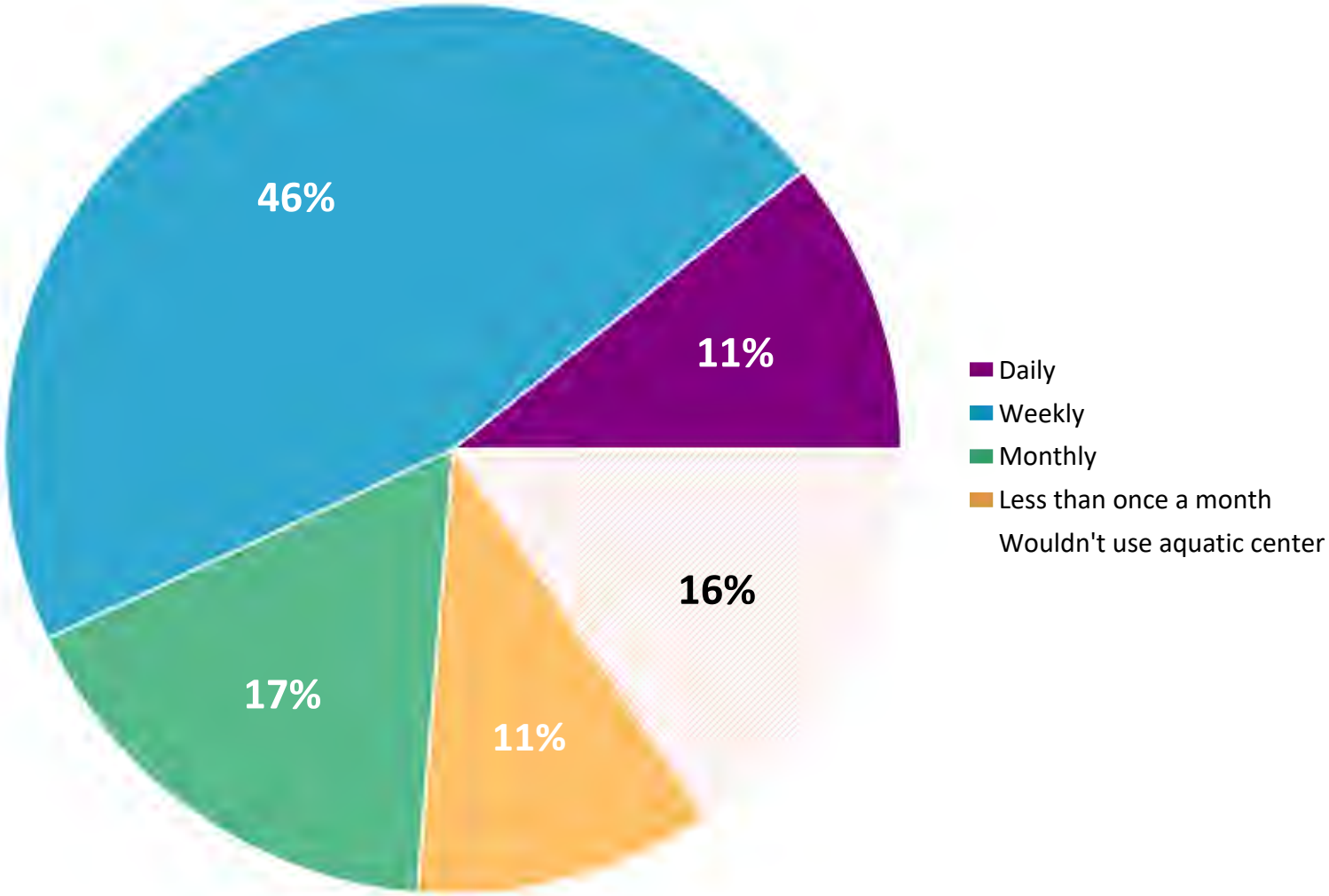
by percentage of respondents (two responses could be selected)



Source: ETC Institute (2020)

Q20. How often would your household visit a new indoor aquatic center if it had the features that you most prefer?

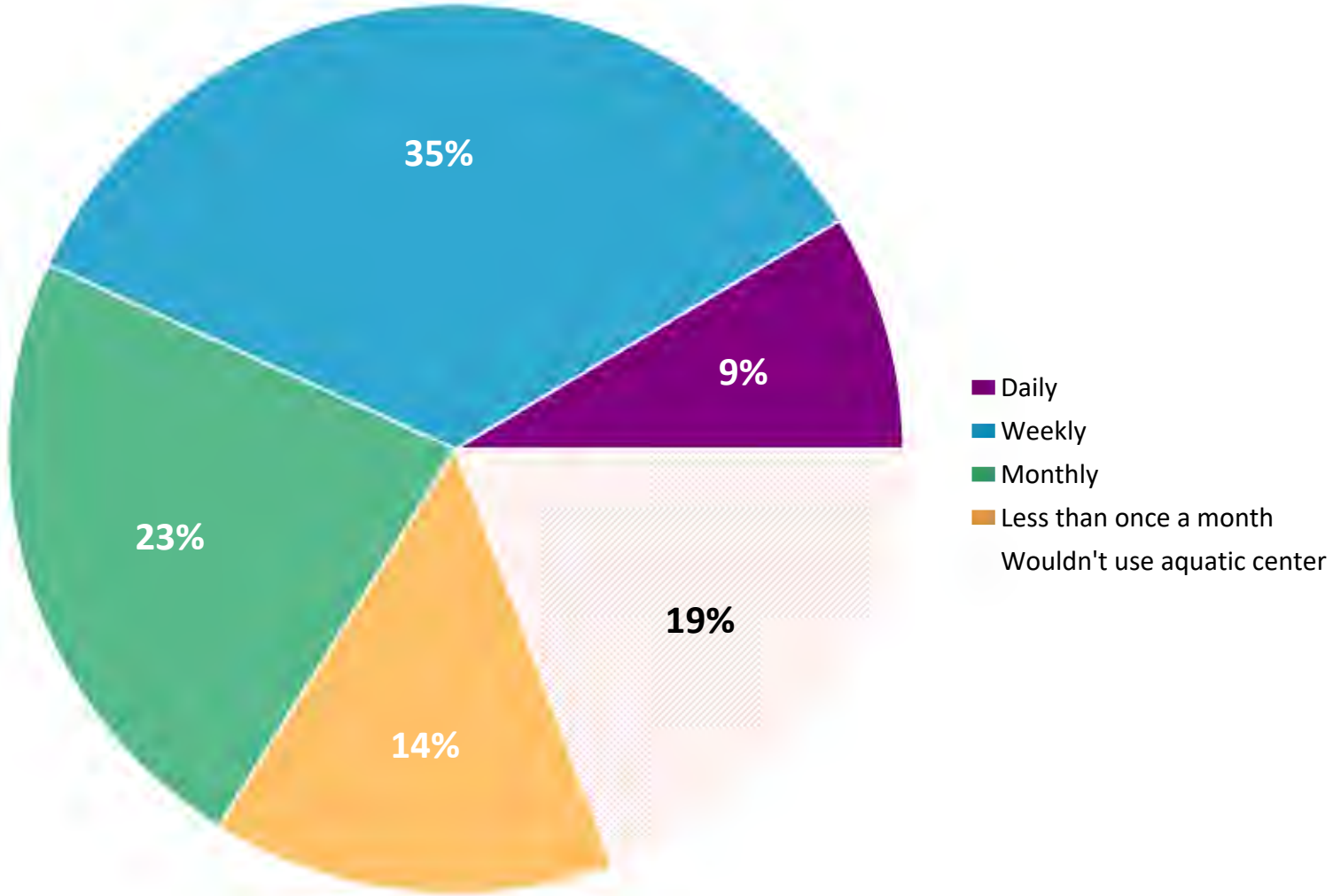
by percentage of respondents (without "not provided")



Source: ETC Institute (2020)

Q21. How often would your household visit a new seasonal outdoor aquatic center if it had the features that you most prefer?

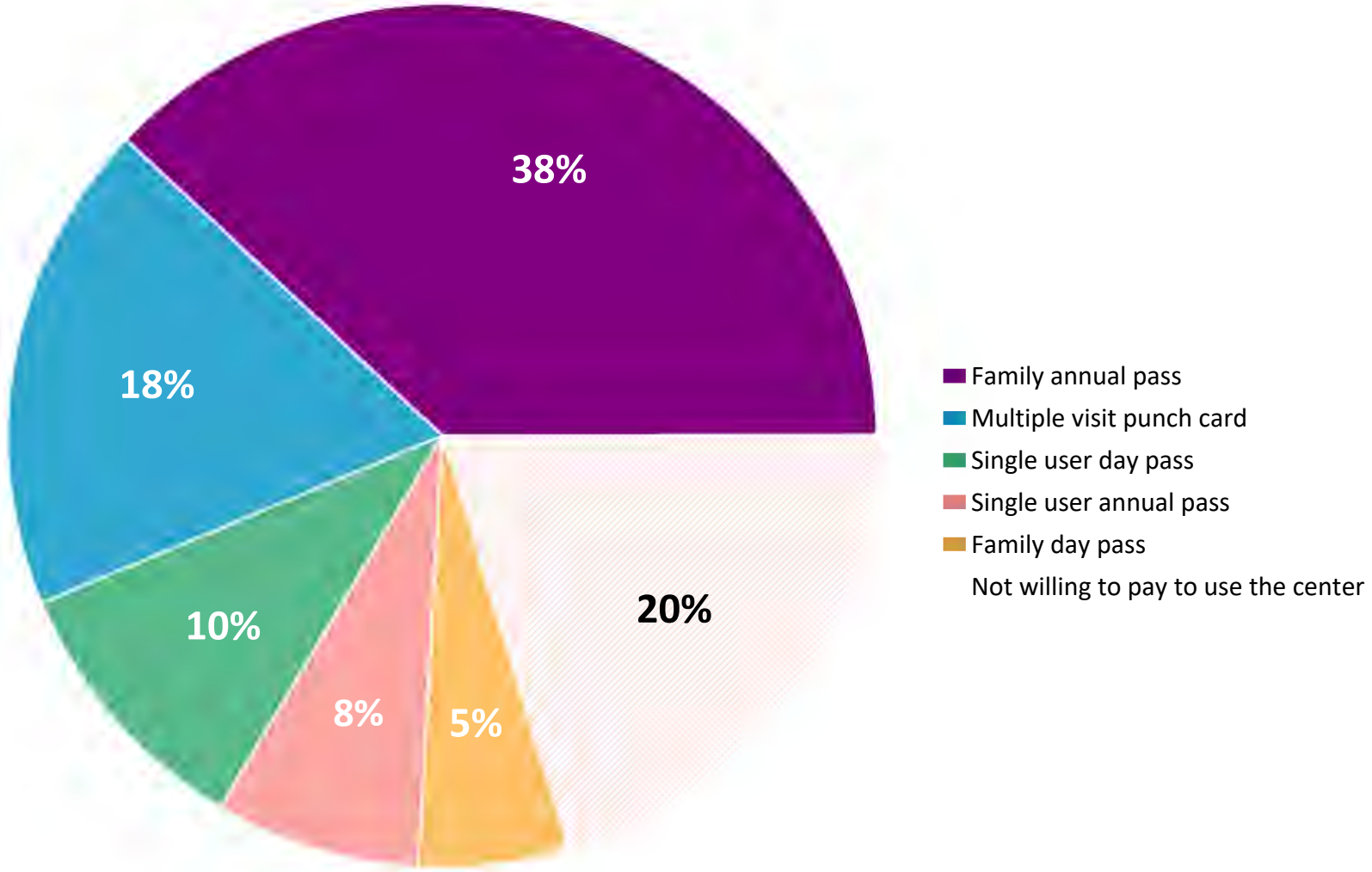
by percentage of respondents (without "not provided")



Source: ETC Institute (2020)

Q22. What is your preferred way of paying to use a new aquatic center?

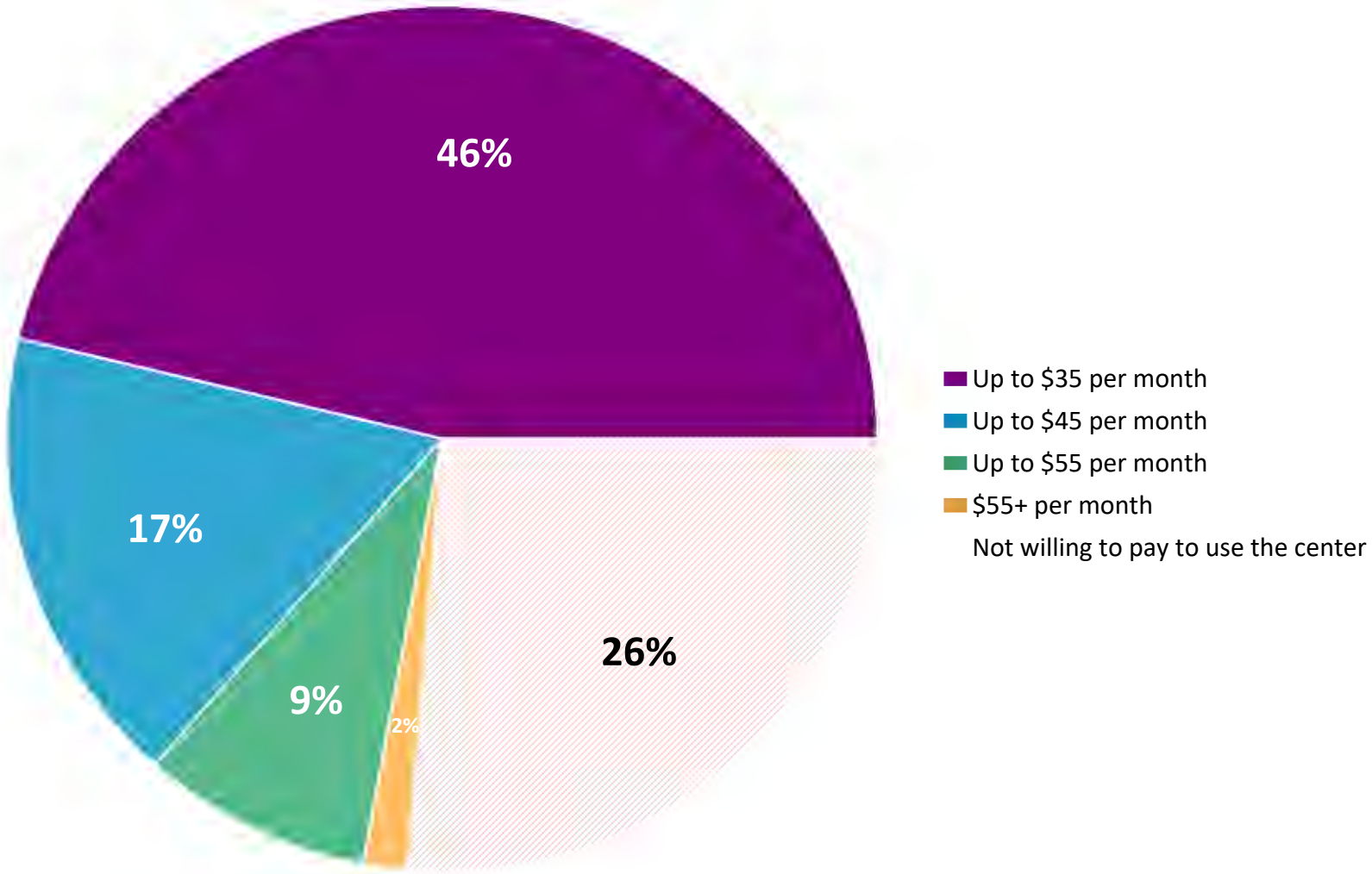
by percentage of respondents (without "don't know")



Source: ETC Institute (2020)

Q23. What is the MAXIMUM amount you would be willing to pay for a family monthly pass for aquatics only, assuming this would allow access to both indoor and outdoor facilities (if both are available), and allows for up to six family members?

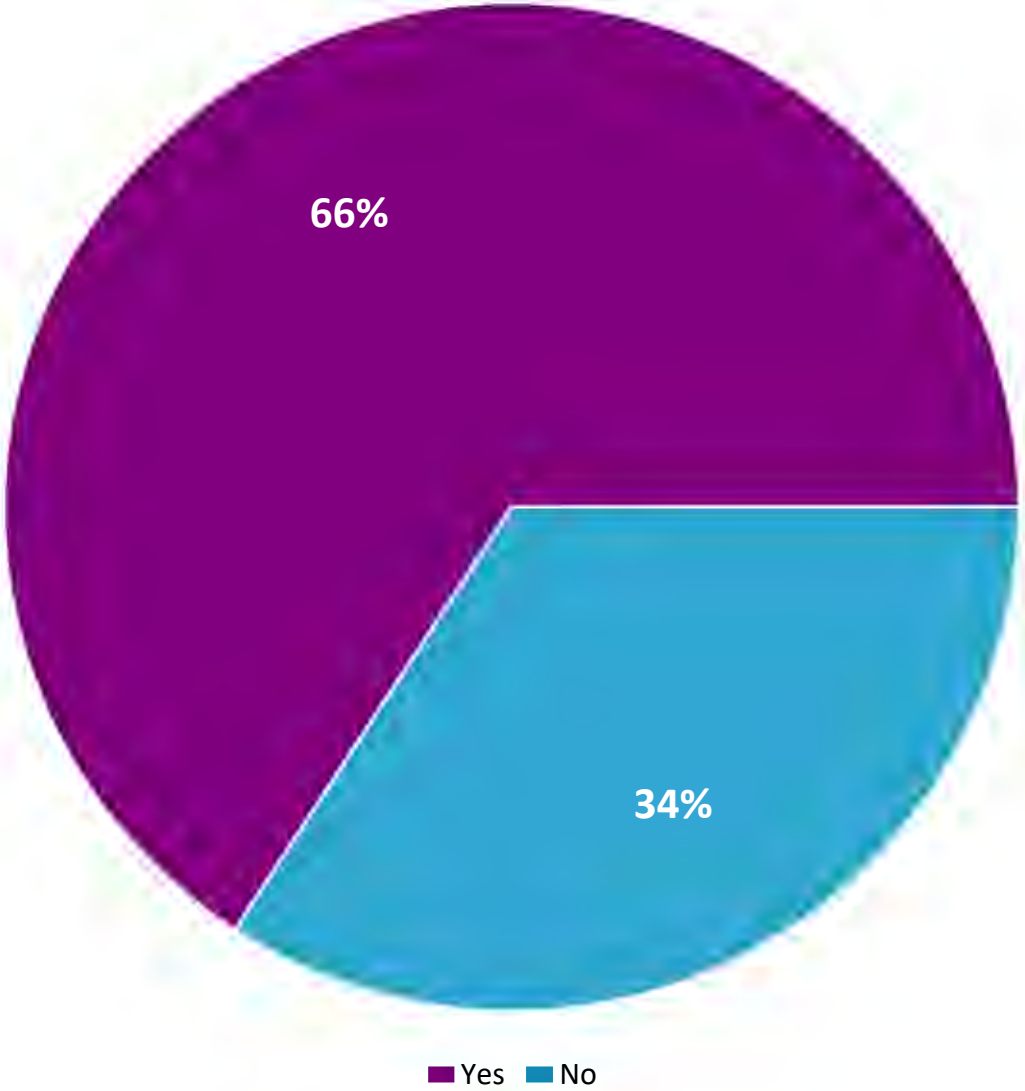
by percentage of respondents (without "not provided")



Source: ETC Institute (2020)

Q23a. Would you be interested in a combined family monthly pass that includes the use of other recreation amenities at the Blue Springs Fieldhouse?

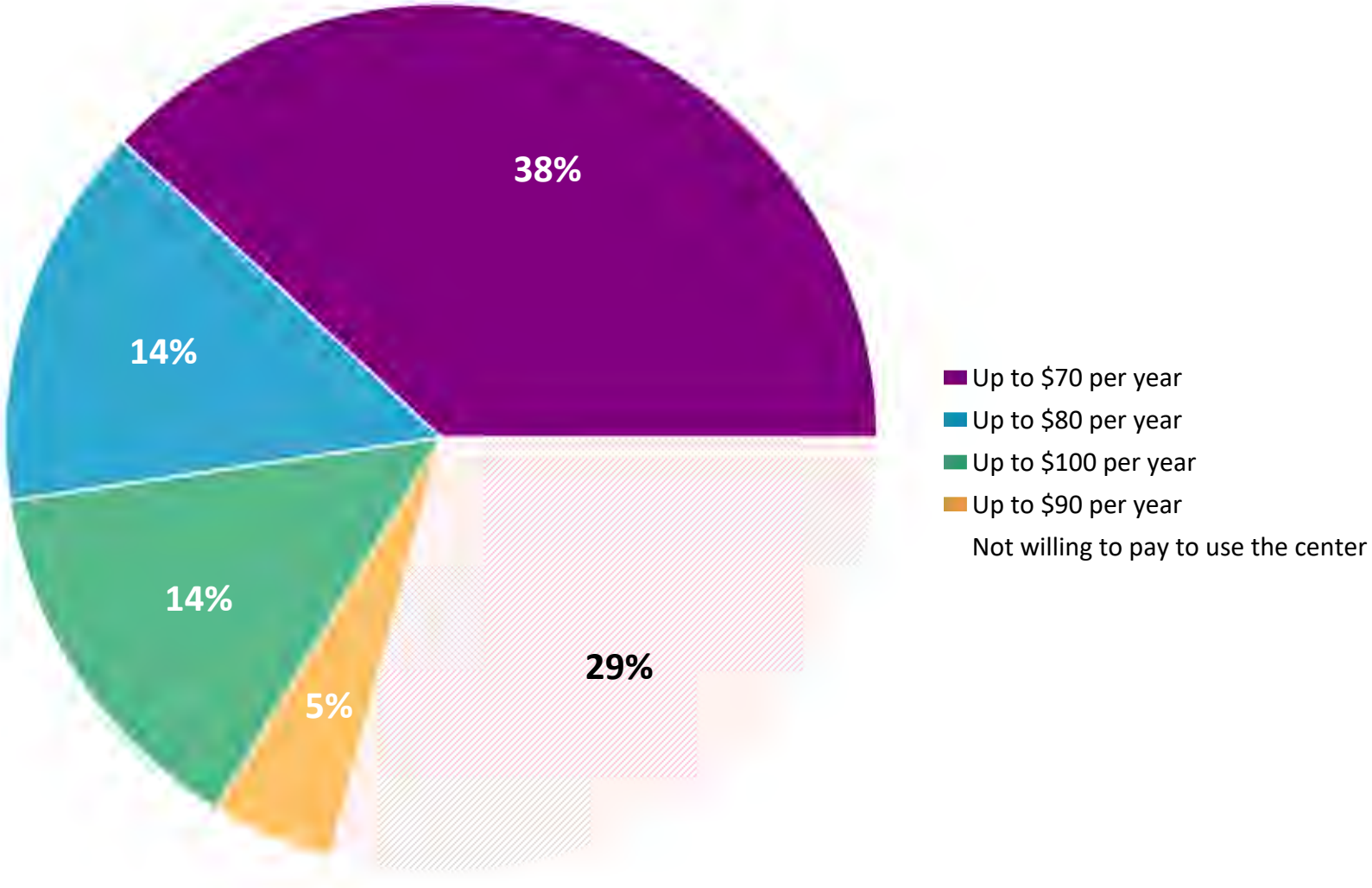
by percentage of respondents (without "don't know")



Source: ETC Institute (2020)

Q24. What is the MAXIMUM amount you would be willing to pay for a single user season pass for aquatics only, assuming this would allow access to both indoor and outdoor facilities (if both are available)?

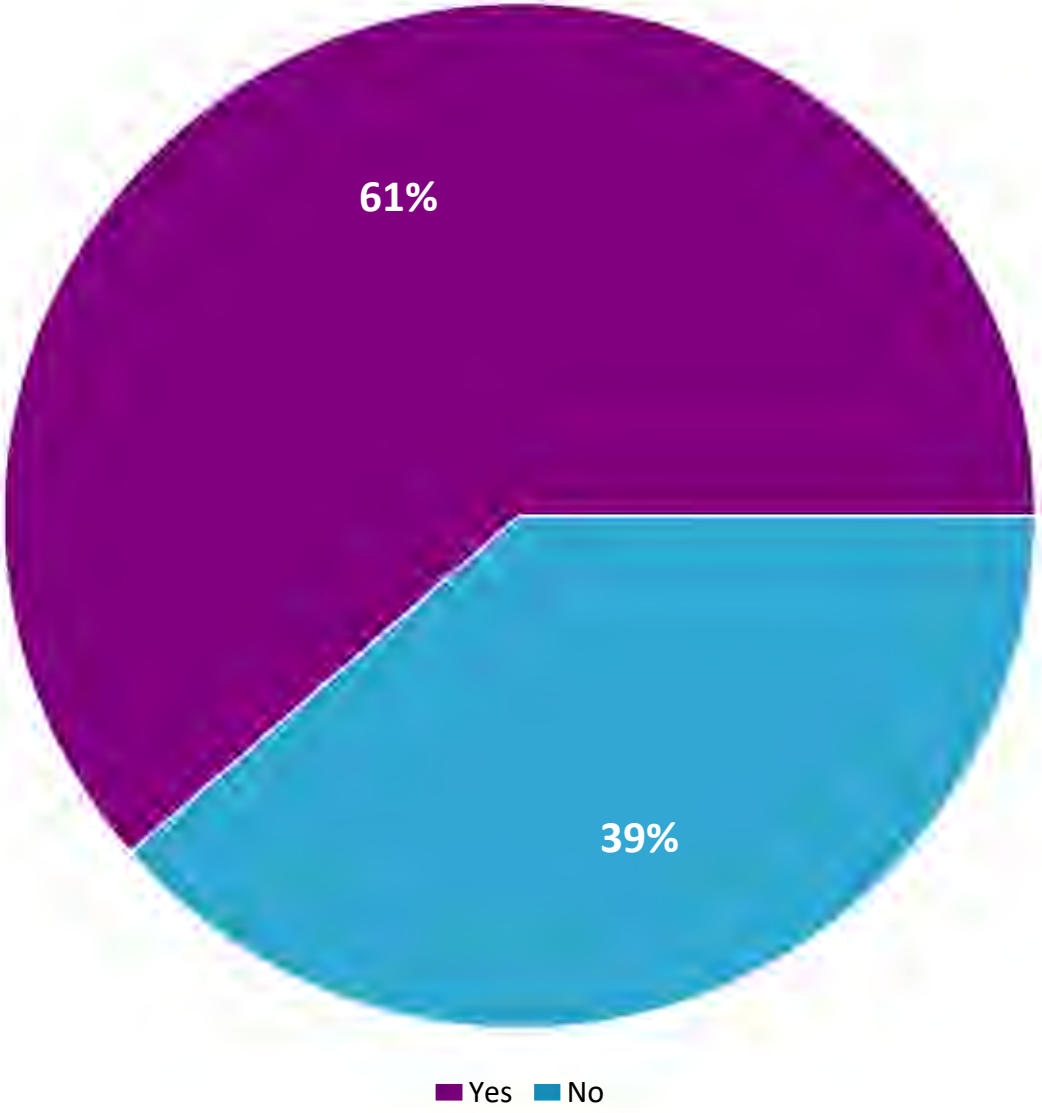
by percentage of respondents (without "not provided")



Source: ETC Institute (2020)

Q24a. Would you be interested in a combined single user season pass that includes the use of other recreation amenities at the Blue Springs Fieldhouse?

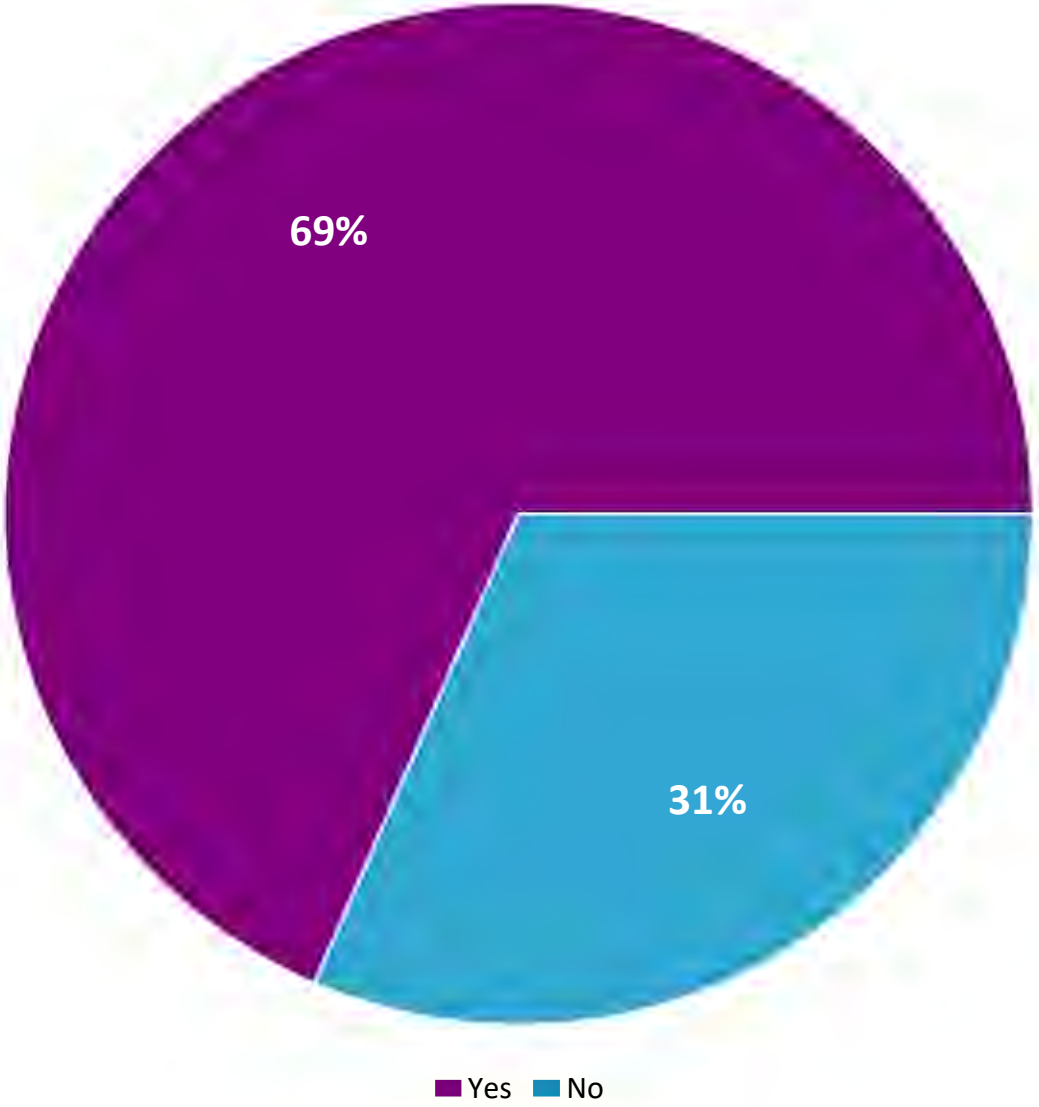
by percentage of respondents (without “don’t know")



Source: ETC Institute (2020)

Q25. Would you be interested in a single user punch card allowing a discounted daily admission rate for multiple visits to the aquatic center?

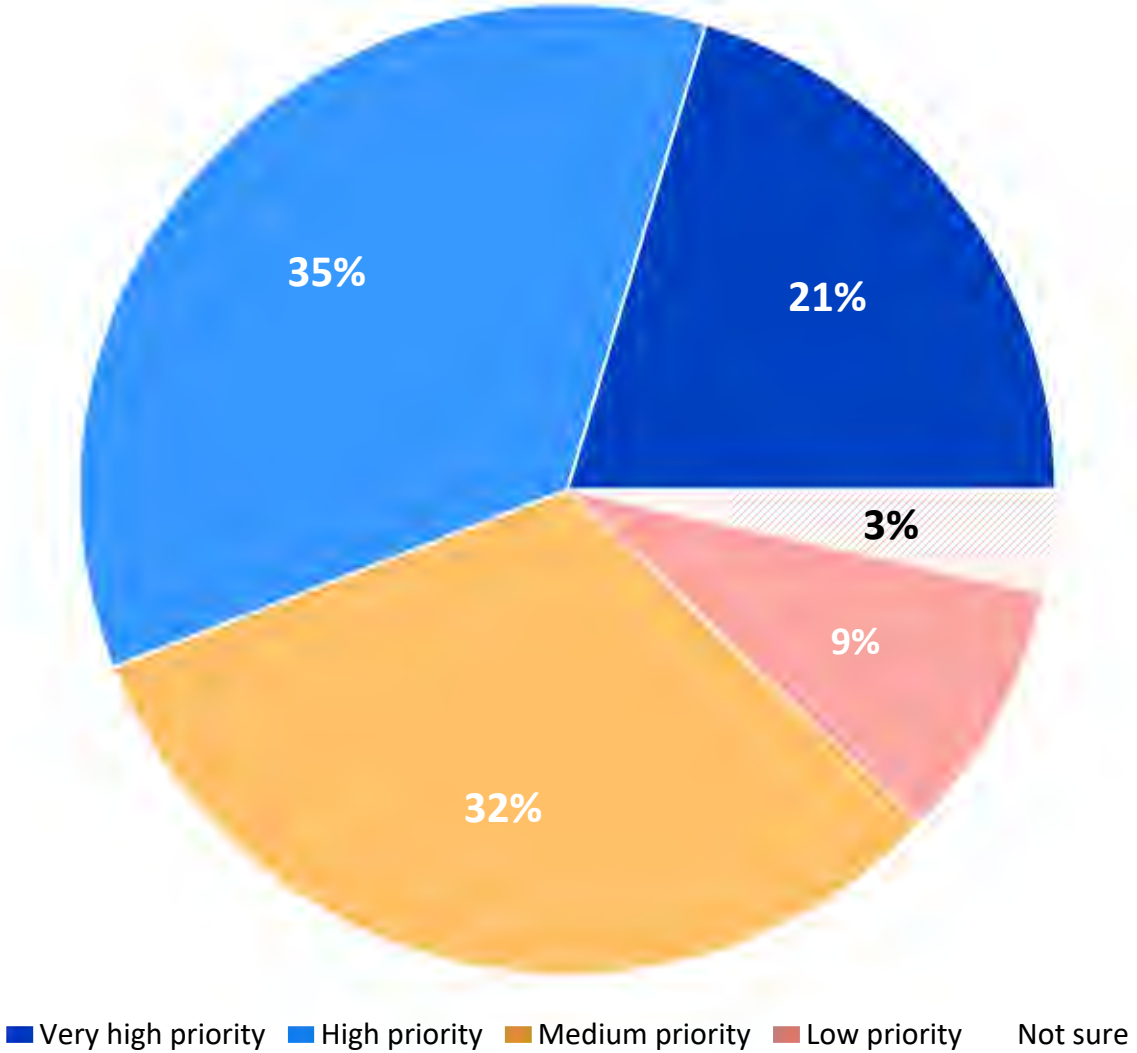
by percentage of respondents (without "don't know")



Source: ETC Institute (2020)

Q26. Compared to other priorities in the City of Blue Springs, how high of a priority is providing parks and recreation improvements in the City?

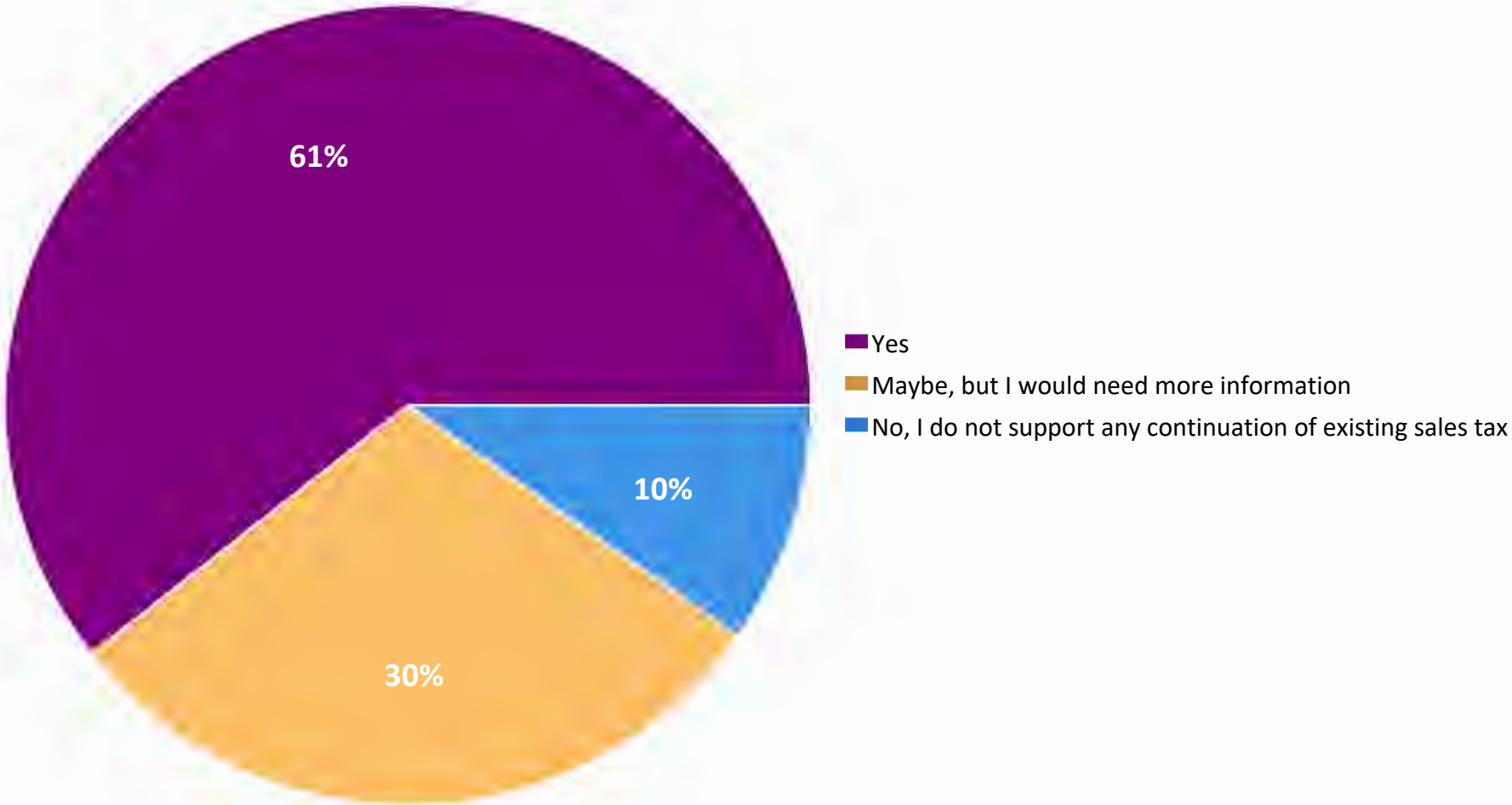
by percentage of respondents (without "not provided")



Source: ETC Institute (2020)

Q27. The Parks and Recreation Department currently receives funding from a 1/2-cent sales tax. Would you support continuing with no tax increase to the existing Parks Sales Tax to fund new aquatics facilities, parkland development and deferred parks maintenance?

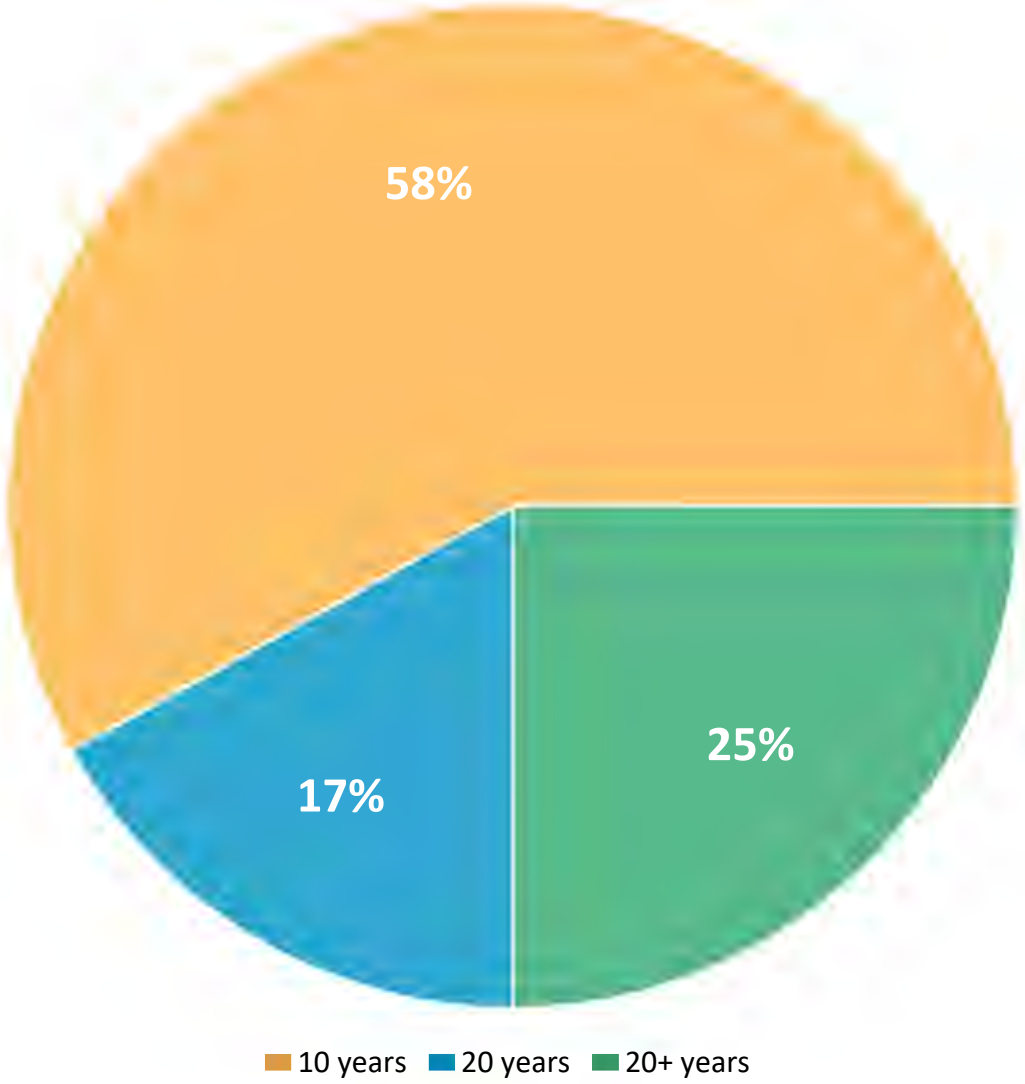
by percentage of respondents (without "not provided")



Source: ETC Institute (2020)

Q27a. If YES to Question 27, how long would you support continuing the Parks and Recreation Sales Tax that is due to sunset in 2022?

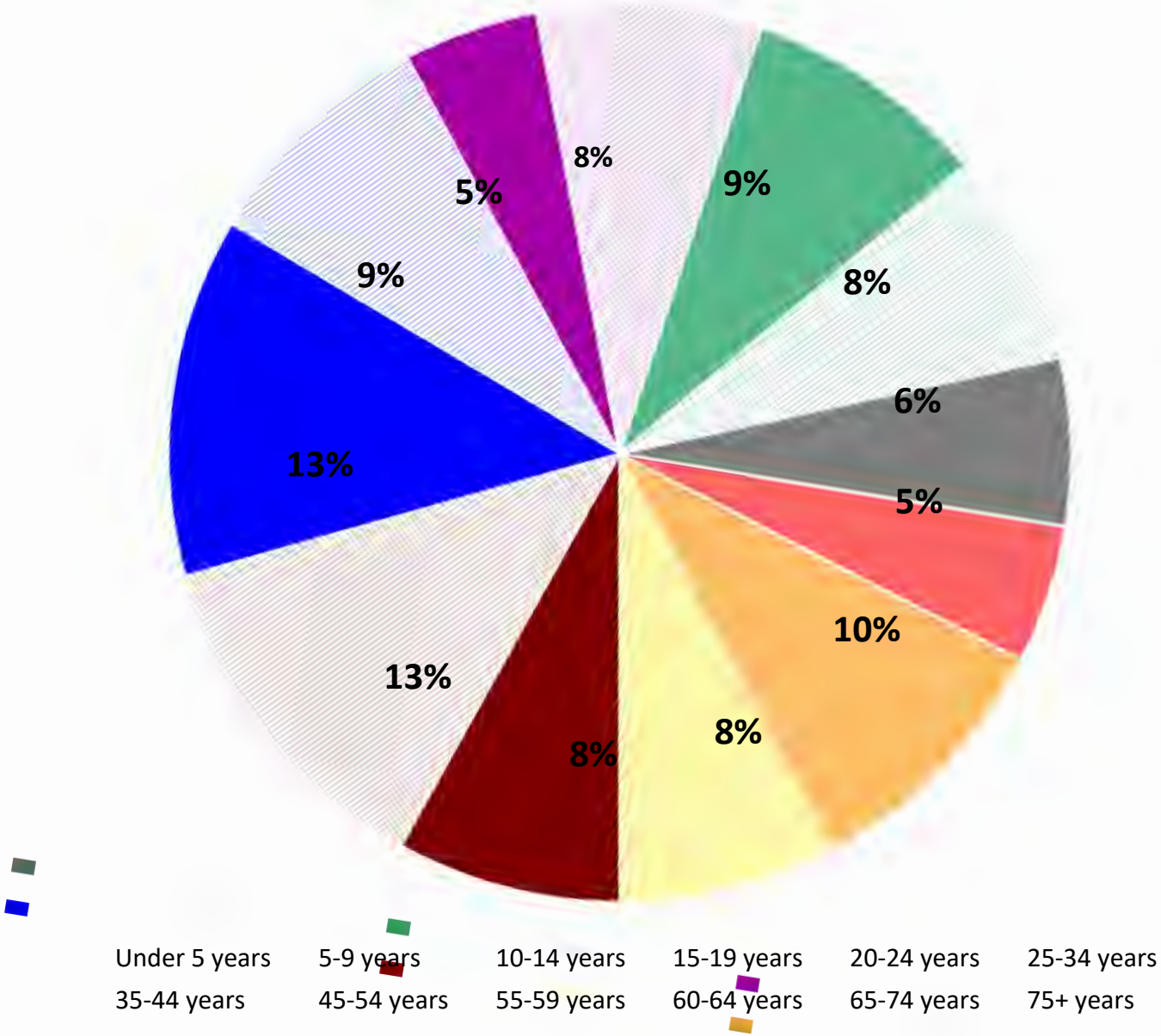
by percentage of respondents (without "not provided")



Source: ETC Institute (2020)

Q28. Counting yourself, how many people in your household are...

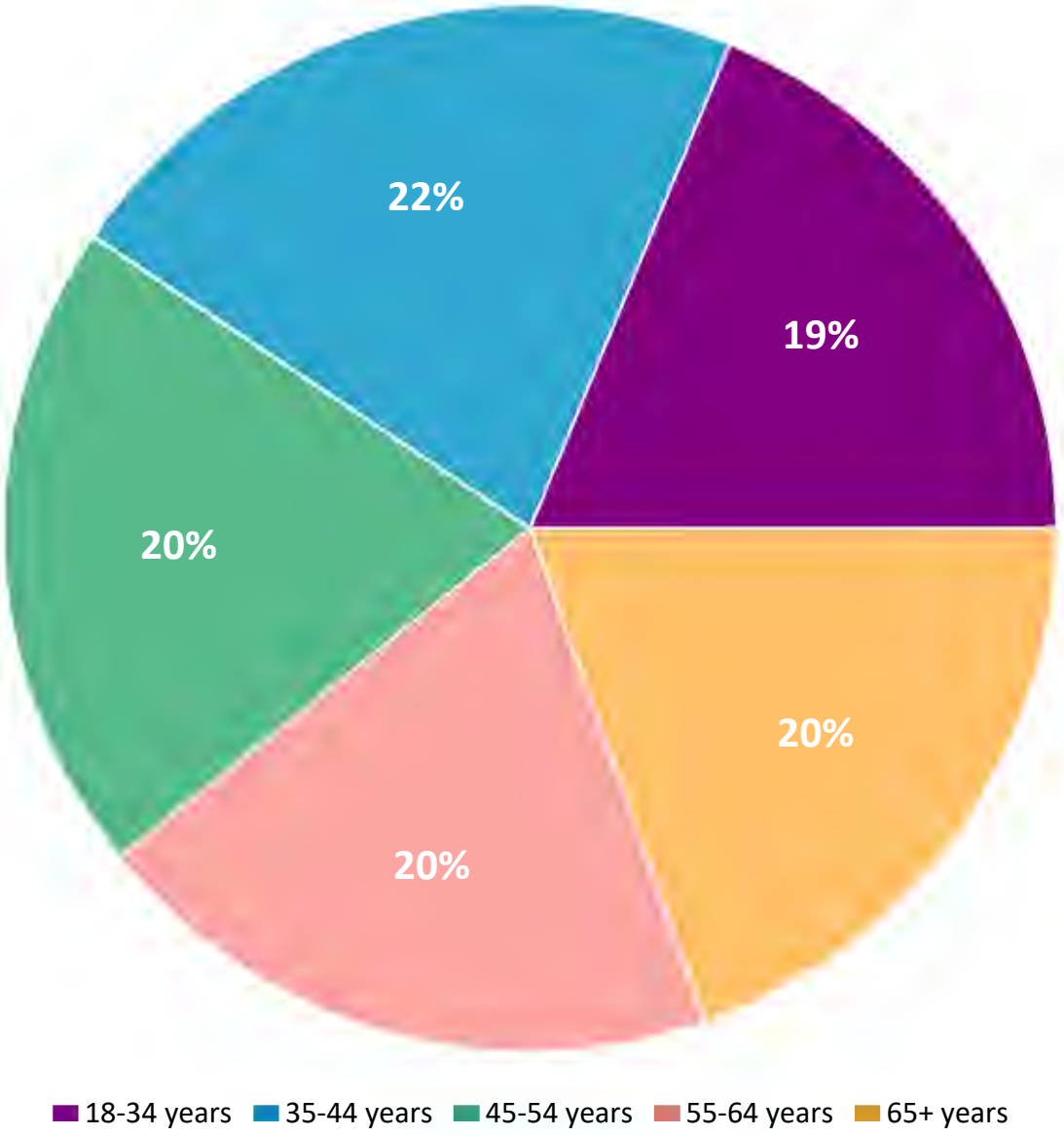
by percentage of respondents



Source: ETC Institute (2020)

Q29. What is your age?

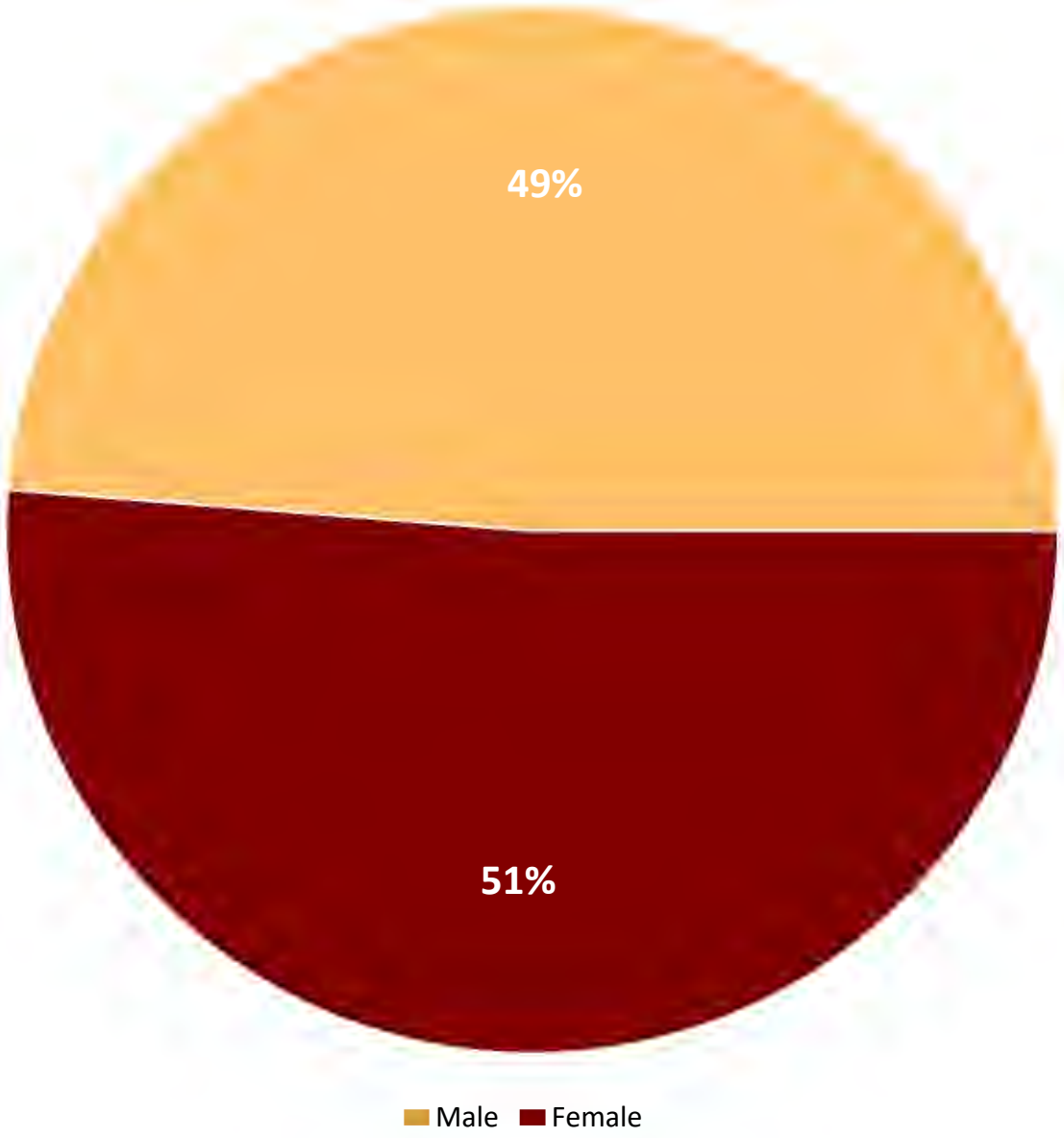
by percentage of respondents (without "not provided")



Source: ETC Institute (2020)

Q30. Your gender:

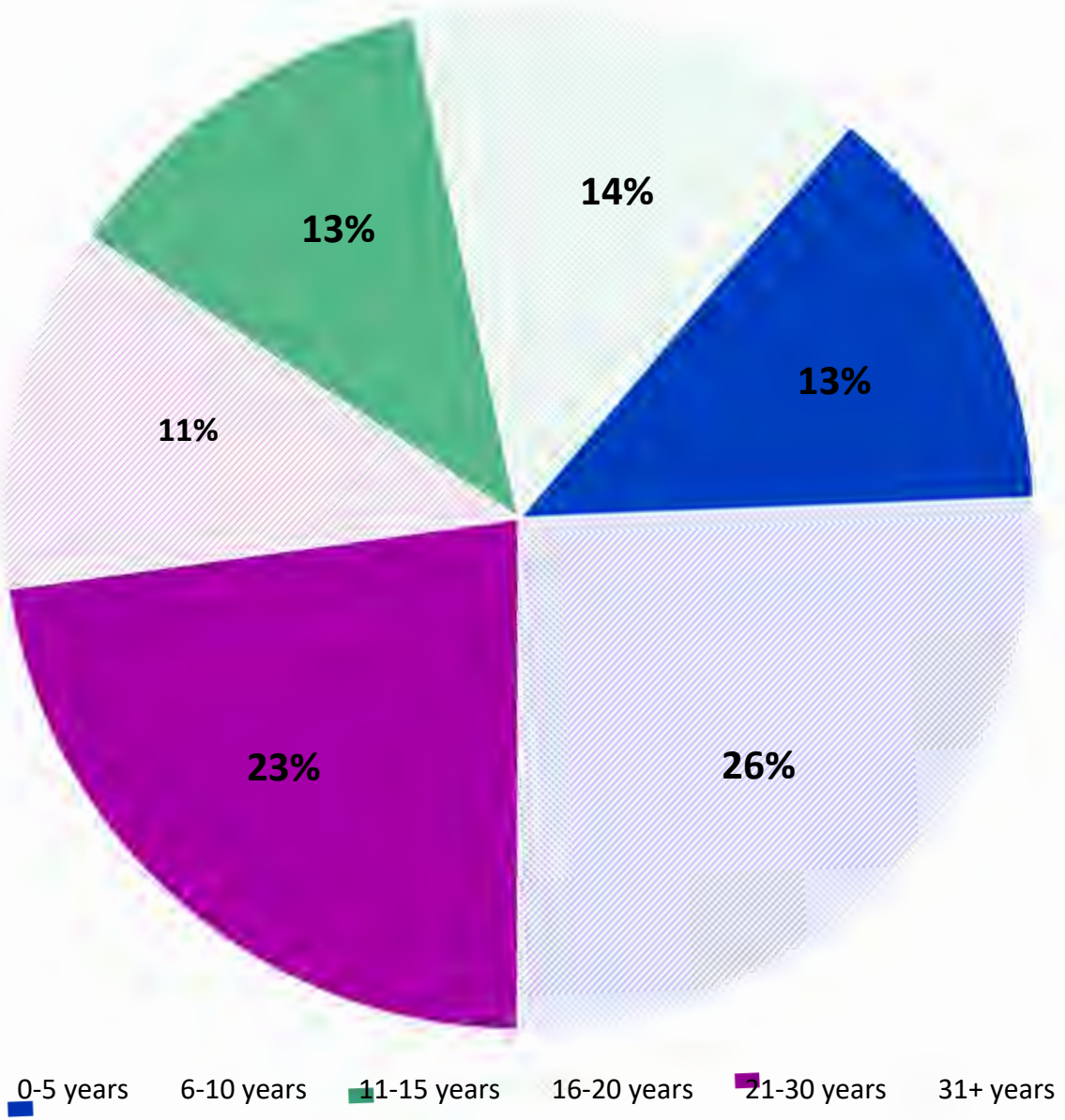
by percentage of respondents (without "not provided")



Source: ETC Institute (2020)

Q31. How many years have you lived in the City of Blue Springs?

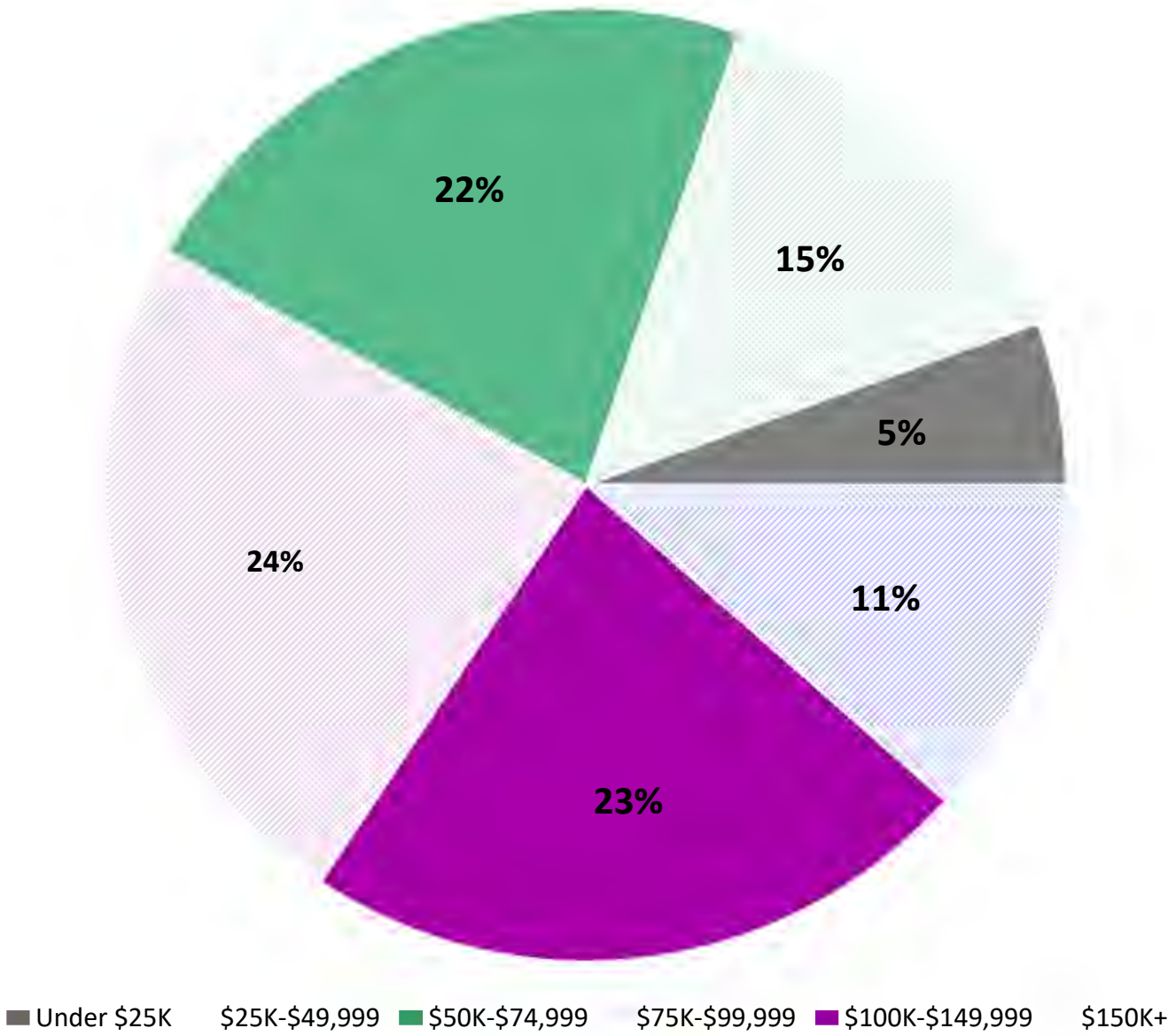
by percentage of respondents (without "not provided")



Source: ETC Institute (2020)

Q32. What is your annual household income?

by percentage of respondents (without "prefer not to answer")



Source: ETC Institute (2020)

Section 2
Tabular Data

Q1. What are the priorities for your household when visiting a park?

Q1. What are priorities for your household when visiting a park	Number	Percent
Multipurpose rental facilities for birthday parties, receptions, meetings, etc.	155	30.9 %
Attend recreational youth sports	131	26.1 %
Attend competitive youth sports	91	18.1 %
Participate in recreational adult sports	49	9.8 %
Picnic	231	46.0 %
Playgrounds	262	52.2 %
Relax	266	53.0 %
Exercise–paved walking trails	364	72.5 %
Exercise–unpaved hiking trails	179	35.7 %
Exercise-equipment	77	15.3 %
Bicycle sports (trails, dirt path, BMX)	94	18.7 %
Court sports (tennis, pickleball, basketball)	119	23.7 %
Aquatic facilities	211	42.0 %
Accessible body of water/fishing	147	29.3 %
Nature areas	274	54.6 %
Shelter/picnic areas	254	50.6 %
Skateboard/inline skating	15	3.0 %
Dog parks	154	30.7 %
Equestrian facilities & trails	27	5.4 %
Attend festivals/events	174	34.7 %
Camping	83	16.5 %
Sledding/skating	68	13.5 %
Shooting range/archery	78	15.5 %
Other	21	4.2 %
None, we don’t visit parks	16	3.2 %
Total	3540	

Q1-24. Other

1. ATV
2. BATHROOMS, BABY SWINGS.
3. CALISTHENICS.
4. CLEAN AND SAFE
5. CLEAN RESTROOMS
6. Disc Golf Course
7. Disc Golf Course
8. Disc Golf Course
9. Fishing
10. FRISBEE GOLF
11. I enjoy the Vesper Hall activities for seniors especially the jam sessions on Tues and Fridays
    Also I enjoy the different trips to theaters, etc.
12. JEEP TRAILS
13. Like to sit and enjoy weather & watch people.
14. MOVIES AND CONCERTS
15. POKEMON GO, WIZARDS UNITE, DISC GOLF
16. RECYCLE PARK
17. RETIRED
18. Retired now
    Other areas important when kids were home like shelters for parties skate park etc.
19. SMOKE FREE AND DRONE FREE
20. SWIMMING/BEACH
21. YOGA, MEDITATION

Q2. How well do existing City of Blue Springs parks meet the needs of your household?

Q2. How well do existing City parks meet needs of your household	Number	Percent
Completely meets our needs	79	16.3 %
Mostly meets our needs	259	53.3 %
Partly meets our needs	132	27.2 %
Doesn't meet our needs	8	1.6 %
Not provided	8	1.6 %
Total	486	100.0 %

WITHOUT NOT PROVIDED

Q2. How well do existing City of Blue Springs parks meet the needs of your household? (without "not provided")

Q2. How well do existing City parks meet needs of your household	Number	Percent
Completely meets our needs	79	16.5 %
Mostly meets our needs	259	54.2 %
Partly meets our needs	132	27.6 %
Doesn't meet our needs	8	1.7 %
Total	478	100.0 %

Q3. What are the primary reasons your household uses *active park* amenities outside of the City of Blue Springs?

Q3. Primary reasons your household uses active park amenities outside City of Blue Springs	Number	Percent
Better practice areas & equipment	53	10.6 %
Better game field conditions	67	13.3 %
Amenities (restrooms, concessions, shade, warm-up areas)	103	20.5 %
Proximity	56	11.2 %
Availability	79	15.7 %
Quality of existing facilities	87	17.3 %
Blue Springs doesn't offer active park amenities that meet our needs	48	9.6 %
Other	40	8.0 %
We don't use active park amenities outside City of Blue Springs	207	41.2 %
Total	740	

Q3-8. Other

1. ABILITY TO BRING OUR DOG.
2. Again, I look forward to the senior activities at Vesper Hall....I do not think it is right to charge $7.00 to cancel out a scheduled trip,
   as we are all on a fixed income and I am in my 80s and my health doesn't always allow me to participate in the scheduled trips.
3. AQUATIC/LAZY RIVER
4. BETTER DOG PARKS.
5. BETTER NATURE TRAILS
6. Better pools.
7. BIKE TRAILS
8. BURR OAKS, LAKE JACOMO
9. Camping, hiking, and climbing
10. CAMPING/FISHING
11. CHEAPER SHELTER RENTAL
12. COMPETITION
13. DID TRY PADDLE BOARD IN LS.
14. DOG SIDEWALKS
15. Event by resident of other locale.
16. FISHING
17. FOR COMPETITIVE SPORTS EVENTS.
18. Just happen to be there in the area.
19. More dog friendly parks would be nice
20. Multiple disc golf course options.
21. NEW PLACES TO EXPLORE
22. OFF ROAD JEEP TRAILS
23. Outdoor and indoor pools/aquatic centers. The BS pool needs updated! The splash park has been a wonderful addition!

24. Paved walking
25. POOL WATER PARK
26. RECENTLY RELOCATED TO AREA
27. SOME PLACE DIFFERENT.
28. SPLASH PARK
29. Sports are scheduled at other locations.
30. There are many great disc golf courses in other cities.
31. VARIETY
32. VARIETY
33. VARIETY
34. VARIETY DISC GOLF COURSE
35. WALKING TRAILS-CAMPING
36. We don't use these types of parks
37. We go to Lee's Summit all the time in the summer to use their waterpark off 40 hwy by the price chopper. We don't have anything like that one here in blue Springs. The one we have is boring and very outdated.
38. We meet with other families.
39. We need a community center like other communities around us have!!
40. when I attend grandchildren's sporting events

Q4. What active park amenities would you use if located in Blue Springs?

1. 4X4 OFF ROAD
2. A better pool would be great.
3. A MINI BRANSON
4. A nice family waterpark for all ages. I rather give my money to blue Springs instead of giving it to Lee's summit for a family waterpark.
5. A pool complex worthy of the Blue Springs community. Older adult water activities.
6. A pool would be the #1 priority, with the full range of water park activities ...and a trained staff for swimming lessons. Beyond that, the new playgrounds have been a huge improvement. Continue those improvements....but do need to find ways to create shade. In the summer, many to hot to use.
7. a quality water park similar to those in Lees Summit or the newer YMCA's. large facility that has both inside for winter use and outside facilities for summer with a few waterslides, lazy river, small kids area, a warm pool and a cool pool and a warm pool
8. ADULT REC BASKETBALL THAT INVOLVES INDIDVIDUALS WITHOUT A TEAM
9. An actual pool that has more hours that it is open. I feel like I pay quite a bit of money for a summer pass that I cant use a lot because of swim lessons, team events, etc.
10. An outdoor ice skating ring.
11. ANOTHER WATER PARK
12. Aquatic center
13. Aquatic center
14. Aquatic center
15. AQUATIC CENTER WITH WAVE POOL AND LAZY RIVER
16. AQUATIC FACILITIES
17. Aquatic therapy
18. AQUATIC, COMPETITIVE YOUTH SPORTS, WALKING TRAILS.
19. Aquatic, pool.
20. AQUATIC, RELAXATION, FITNESS
21. AQUATIC, SHOOTING, ARCHERY.
22. Aquatics
23. Aquatics parks, dog parks and celebration facilities.
24. BASEBALL AND FOOTBALL FIELDS
25. BASKETBALL
26. Batting cages
27. BETTER AQUATIC FACILITIES
28. BETTER AQUATIC FACILITIES, CAMPGROUNDS
29. BETTER DOG PARK
30. Better pool access for exercise.
31. BETTER POOL LIKE SUMMIT WAVES IN LEES SUMMIT
32. Better pool!
33. Better public pool. The pool owned by the school district is run down and out dated compared to neighboring communities. Lee's Summit, Grain Valley and Oak Grove all have better outdoor pools. Even our local church rents out the LS pool for community events because it is so much nicer.
34. Better security at night

35. Better swimming options. The "public" pool has gone downhill since the school district took it over - - it no longer serves the public, but the needs of the high school!
36. BICYCLE SPORTS, WALKING TRAILS
37. BIKE TRAILS
38. BIKE TRAILS, SOCCER FIELDS
39. Blue Springs needs a community center pool and aquatics area for kids.
    We go to Grain Valley, Oak Grove, Lees Summit and Liberty to use the aquatics facilities.
    Centennial pool is a joke for kids aquatics. When the YMCA was in the area it was incredibly expensive and memberships were not for the community but rather for the Y. We have no options while Lees Summit has an amazing outdoor water park and indoor water park.
    We would like access to a lazy river, swim and dive pool, and kiddie area. It would be nice if we could have an outdoor option for summer months and indoor option for kids winter months.
40. BUILD A WATER PARK WITH A POOL.
41. BUURIS OLD MILL PARK
42. CALISTHENICS PARK.
43. Camping
44. Camping
45. Camping and hiking
46. CLEANRER AND BETTER MAINTAINED PARKS IN LESS SUMMIT MO
47. Close see bathrooms
48. Community Center with pool/ water park and variety of classes and special needs adult population benefits!
49. Competitive baseball facilities that were up to par of neighboring cities
50. Concession, miniature golf, paddle boats, waterpark with pools and slides and lazy river
51. COURT SPORTS
52. Courts, playgrounds, fishing
53. COVERED BASKETBALL COURTS, BETTER AQUATICS.
54. Definitely a pool
55. Disc golf
56. exercise and aquatic facilities
57. Exercise and family time like picnics
58. EXERCISE EQUIPMENT
59. EXERCISE EQUIPMENT AND WALKING TRAILS
60. Exercise therapy pools
61. FISHING, BOATING AND TOWERS TO WATCH SUNSETS.
62. FLAG FOOTBALL-ADULT
63. For myself: volleyball, tennis, pickle ball, Frisbee golf: I have been to a park that had half court tennis with a vertical wall. Most of the time I don't have someone to play with but I just want to go hit a ball around. For our youth I would like to see another skate park. I live close to the one on Woods Chapel and it is always crowded.
64. HEATED POOL SEPARATE ADULTS/KIDS AREA.
65. HIKING TRAILS
66. HIKING TRAILS THAT ARE DOG FRIENDLY, POOL, PLAYGROUND.
67. I can't think of any

68. I play adult softball on Sundays. The lights at Young park look great. I'm also excited about the playground equipment being installed. I do wish the toilet at the park near the sand volleyball courts wasn't a port-a-potty. The shelters are great as I take my daughter to the park regularly and have lunch. I also regularly walk to Keystone park, along with the park located in the neighborhood in the southwest of Wood's Chapel and Valley View. I would love to see these parks upgraded.
69. Indoor aquatic park
70. indoor lap pool, trails for biking, running, walking.
71. indoor pool and outdoor water park
72. Kayaking
    Rifle range
    Camping in woods
    Archery
73. Lighted walking/running trails
74. longer trails
75. MCKEIGHAN, LEGACY, LOWENSTEIN
76. more access to fishing ,hiking trails
77. More disc golf courses.
78. MORE DOG PARKS
79. MORE DOG PARKS, ONE IS NOT ENUGH
80. MORE DOG TRAILS FOR WALKING MY DOG.
81. MORE FULLY FUNCTIONING COMMUNITY CENTERS LIKE LEE'S SUMMIT.
82. More paved walking paths.
83. More paved/unpaved trails for running.
84. MORE PICKELBALL COURTS
85. More quality soccer fields
86. MORE SHELTER/PICNIC TABLES WITH BATHROOMS
87. MORE SPLASH PARKS
88. MORE TRAILS, PLAYGROUNDS
89. More walking trails
90. More walking trails and aquatics
91. MORE WALKING/HIKING NATURE TRAILS.
92. Mountain bike trails
93. My family and I would appreciate if youth sports had more dates and times available for divorced parents who share custody. Also, if the indoor pool was heated my kids would jump for joy.
94. Need a better community pool/aquatic center
95. New pool that is like Adventure Oasis or Summit Waves in addition to another indoor pool other than the Blue that can be used year round.
96. NICE SOCCER FIELDS
97. OUTDOOR AMPHITHEATER, SHOOTING RANGE.
98. Outdoor Shooting range
99. Outdoor shooting ranges for adults, high wire ropes to walk on/ziplines/etc. for kids
100. Outdoor workout equipment

101. Over the years my needs of the park systems have changed. My children are grown, so its just my husband and myself. We would love a Walking path that not on a busy street like Adams Dairy Parkway. An event center would be nice for activities for families or older adults.
102. Parking and seats, a Outdoor pavilion
103. Paved trails, clean bathrooms, fishing
104. Paved walking, swimming/water aerobics
105. PLAYGROUND EQUIPMENT, WALKING TRAILS, WATER PARK.
106. playgrounds
107. Playgrounds and dog parks
108. Pool
109. Pool
110. Pool , camping
111. POOL AND EXERCISE CENTER LIKE LEGACY PARK IN LEES SUMMIT
112. Pool. Workout area, indoor track for winter months
113. PRACTICE AREAS, EQUIPMENT, GAME FIELDS, AMENITIES.
114. PRACTICE FIELDS, AMENITIES, SHADE
115. Probably none
116. PROXIMITY AVAILABILITY
117. PULL UP BAR OR SOMETHING GYM WISE ADULTS CAN DO.
118. Really nice soccer complex
119. Restrooms
120. Restrooms at youth sports
121. Restrooms, concessions and shade.
122. ROTARY PARK
123. Safe, lighted, well maintained walking paths for wife and I. Nice, regulation sized well maintained all weather, natural surface soccer fields for my "kids."
124. Services linked to competitive sports. Not only for players and teams, but for spectators.
125. SHADED PLAYGROUNDS, ADULT RELAXATION SPOTS LIKE OFF THE GRID IN SIF.
126. Shooting range
127. Shooting range
128. SKATING, EQUESTRIAN.
129. Soccer and sports fields
    Concessions options
    More availability
130. SOCCER FIELDS
131. Soccer fields for team practices with lights and turf.
    Fitness course
132. SOCCER FIELDS, BASKETBALL COURTS, POOLS.
133. SOCER FIELDS, RENTAL FACILITIES
134. SPECIAL NEEDS BASEBALL
135. Splash pad
136. SPLASH PARK
137. SPLASH PARK
138. Spray grounds, ice skating, ropes courses, high adventure courses

139. STOCKED FISHING LAKE
140. SWIM LESSONS
141. Swimming classes, exercising, picnicking, hiking and cycling
142. SWIMMING OLD MILL PARK
143. SWIMMING POOL
144. SWIMMING POOL
145. SWIMMING POOL
146. Swimming pool indoors.
147. SWIMMING POOL OR SPLASH PARK, MORE WALKING TRAILS IN THE CITY.
148. SWIMMING POOL, HOT SPAS.
149. SWIMNASTICS- FAMILY GATHERINGS, SAFE DOG WALKING, LOVE CONCERT IN THE PARK.
150. Tennis
151. TENNIS COURTS, SWIMMING
152. THE LITTLE LEAGUE FIELDS ARE NOT MAINTAINED HERE AS WELL AS SOME OF THE NEIGHBORING COMMUNITIES. THEY LOOK LIKE OUR STREETS, AWFUL.
153. The things I checked above
154. THERE IS A SERIOUS LACK OF POOLOPTIONS FOR LAP OPEN SWIM
155. Toddler playground
    Outdoor exercise equipment
    Trails/paved or unpaved
156. Touch less water
157. Trails
158. Trails hiking trails
159. TRAILS, PLAYGROUNDS, AQUATIC FACILITIES.
160. UPDATED BOYS BASEBALL FIELDS.
161. VERY SAFE PAVED WALKING TRAILS THAT DON'T GO INTO WOODED AREAS, TRACK TYPE WALKING PATHS.
162. Vetter Baseball facilities like those in Kansas at 3&2.
163. WALKING TRAILS
164. WALKING TRAILS
165. WALKING TRAILS, PAVED AND LIGHTED, CAMPING, TENNIS, FISHING.
166. Walking/hiking groups
167. WARM UP AREAS FOR TEAMS BEFORE THEIR GAME STARTS.
168. Warm water exercise pool
169. WARMER SWIMMING POOLS
170. Water park like Summit waves. More bike trails and walking trails.
171. WATER PARK, POOL
172. WATER PARK/LAZY RIVER/SWIMMING/FISHING.
173. water play area North.
174. WATERPARK, BASKETBALL, BASEBALL,SOFTBALL FIELDS
175. We are currently using Lees Summit parks and rec amenities for soccer, swimming, tennis, ice skating, bike paths and walking trails. They are cleaner, better maintained, and organized. If Blue Springs would offer clean and organized sporting amenities we would gladly spend our money in the city we live.
176. We use the softball fields

177. We would not
178. Workout Equipment
179. Would like more
    Walking trails perhaps around soccer or other ball fields
180. Would love it if there was a place to rock climb, but I don't know where that could even happen.
181. WOULD LOVE TO SEE OFF ROAD PARK CLOSER TO BS.
182. YOGA
183. Youth baseball fields are a must. Along w an aquatics outdoor pool
184. ZIPLINE COURSE
185. Zipline, playground equipment with giant climbing, batting cages, mini golf, volleyball courts, water park, kayaking and canoeing

Q5. What are the primary reasons your household uses *passive parks* outside of the City of Blue Springs?

Q5. Primary reasons your household uses passive parks outside City of Blue Springs	Number	Percent
Better open spaces elsewhere	71	14.1 %
Quality & length of trails elsewhere	136	27.1 %
Better social gathering opportunities & events offered elsewhere	56	11.2 %
Unique or non-traditional passive park uses offered elsewhere	50	10.0 %
Blue Springs doesn't offer passive parks that meet our needs	26	5.2 %
Other	28	5.6 %
We don't use passive park parks outside City of Blue Springs	223	44.4 %
Total	590	

Q5-6. Other

1. A change in scenery.
2. BETTER PARKING
3. BIKE TRAILS OFF ROAD, PAVED GRAVEL
4. CAMPING
5. CHANGE OF SCENERY
6. DOG PARKS
7. DOG PARKS
8. EVENTS
9. EXPLORATION OF OTHER AREAS.
10. Fishing
11. FISHING, BOATING
12. FISHING/NATURE WALKS
13. FOR VARIETY AND CHANGE
14. FRIEND/FMAILY IN OTHER CITIES
15. JUST DIFFERENT SOMETIMES.
16. MORE TRAILS FOR HIKING AND BIKING
17. NEW PLACES TO EXPLORE
18. Restrooms
19. SIDEWALKS
20. Stocked lakes and parks with water
21. To go someplace different
22. Use other parks if we are out of town.
23. Walking trails with dog park
24. We have used parks in Lee's summit and Kansas City because they are in close proximity to where we are at that time.
25. We own land now that is our primary focus
26. We use horse back trails offered in other parks
27. WE VISIT VARIOUS DISC GOLF COURSES WHICH I THINK ARE LOCATIONS IN PARKS.
28. We wanted to use a park in Odessa for our son's birthday, because we could get the pavilion for a whole day for extremely cheap (my in-laws live there). However, availability didn't work out and we used a park in Blue Springs, instead. The fact that it was more expensive was a deterrent for the Blue Springs facility, but in the end it was fine.

Q6. What passive parks would you use if located in Blue Springs?

1. A better dog park. We always drive to Lees Summit to use their dog parks.
2. AMPHITHEATER WITH COMMUNITY PROVIDED SHOWS
3. AN OPEN PLACE TO DO OUR ROCKET LAUNCHING HOBBY, AND PLANES.
4. ANYTHING WE CAN BRING OUR DOG TOO, WELL TRAINED. WE GO TO JAMES A REED IN LEE SUMMIT SO WE CAN TAKE HIM.
5. Bass Pro park
6. BETTER PLAYGROUNDS
7. Better stocked fishing. Our lake are over fished.
8. BETTER TRAILS
9. BETTER TRAILS
10. BETTER TRAILS
11. BETTER TRAILS
12. BIG SOCIAL PAVILIONS LIKE THEATRE IN THE PARK, SHAWNEE MISSION.
13. BIKE TRAILS OFF ROAD, PAVED OR GRAVEL THAT DON'T DEAD END INTO AN UNSAFE, BUY STREET.
14. Botanical garden for outdoor photography
15. CALISTHENICS
16. CAMPING
17. CLOSE TO HOME.
18. dispersed wilderness camping/back packing
19. do a better job with rememberance, adams dairy has lots of unused space
20. DOG PARK, LOVE THE ADAMS DAIRY LOCATION EXCEPT THE LAKE-FREQUENTLY GIVES OUR DOGS RASHES.
21. Equestrian
22. EXPANDED HIKING TRAILS.
23. FEED THE DUCKS.
24. FISHING, NATURE WALKS NOT TRAILS.
25. GOOD NATURE AND HIKING TRAILS.
26. HIKING TRAILS
27. HIKING TRAILS
28. HIKING TRAILS
29. HIKING TRAILS, OUTDOOR SWIMMING POOLS
30. HIKING, WALKING TRAILS. THIS AREA HAS AN ABUNDANCE IN FLEMING PARK THOUGH.
31. Kayaking waterways, bike trails
32. keystone park needs updated playground lincoln be its a mud pit, clean restaurants for ball games
33. Lake Jacimo.
34. LAKE JACOMO FOR FISHING.
35. LEA MCKEIGHAN PARK
36. Lee's Summit has a fantastic park system.
37. Lees Summit is the best example I can think of. Their splash pad and adjacent parks are terrific....we take our grandkids there often.
38. Legacy Park
39. LENGTHY RUNNING TRAILS.
40. LITTLE BLUE TRACE
41. MCKEIGHAN, LEGACY, LOWENSTEIN

42. MORE BIKE TRAILS
43. MORE DOG FRIENDLY TRAILS; PAVED TRAILS FOR ROLLER BLADING.
44. MORE LIKE BURR OAKS, BLUE SPRINGS, JACOMO LAKES.
45. MORE NATURE WALKING TRAILS; IMPROVED DOG PARK/PLAYGROUNDS.
46. more parks that have pollinator-friendly areas with trails going thru them
47. More paved/unpaved trails for running that are kept nicer.
48. MORE TRAILS/ NATURE AREAS/OPTIONS
49. MORE WALKING TRAILS
50. MORE WALKING TRAILS
51. MORE WATER ORIENTED PAKRS
52. More water parks for the kids and another dog park.
53. MOUNTAIN BIKE TRAILS
54. MOUNTAIN BIKE TRAILS, FOUR WHEELER TRAILS, CAMPER SITES.
55. My family and I are happy with the parks in Blue Springs.
56. My family uses Remembrance Lake frequently. We would LOVE to have the paved path continue all the way around the lake. It would also be wonderful to have mile markers along the trail.
57. NATURE AND HIKING
58. Nature trails
59. Nature trails, hiking, fishing, aquariums
60. NATURE WALK EVENTS, BIRD WATCHING WALKS IN MULTI LOCATIONS.
61. Nice to have variety of location and scenery.
62. OLD MILL PARK
63. OLD SCHOOL PLAYGROUND
64. ONE THAT HAS SIDEWALKS AND TRAILS
65. Open hiking trails, fishing/kayak/paddle board ponds
66. OPEN SPACE TO FLY KITES OR USE DRONES/REMOTE AIRPLANES.
67. OPEN SPACE, QUALITY LENGTH TRAILS
68. Open spaces and hiking trails.
69. OTHER WALKING TRAILS, FISHING AREAS, BIRDING AREAS.
70. OUTDOOR HOCKEY RINK, UPDATED BOYS BASEBALL FIELDS.
71. PAVED OR GRAVEL BIKE TRAILS THAT ARE UNITERRUPTED THE ONE AT LAKE REMEMBERANCE IS NOT A COMPLETE CIRCLE YOU MUST WALK/RIDE ON THE OUTER ROAD FOR A FEW BLOCKS WOULD BE NICE TO HAVE A SIDEWAL COMPLETE IT
72. Paved walking paths and bicycle paths
73. Petting zoo
74. PICNIC AND ABILITY TO PURCHASE ALCOHOL AND QUALITY PRODUCTS LIKE TAVERN ON THE GREEN.
75. PICNIC AT LAKES.
76. Playgrounds and dog parks
77. QUALITY AND LENGTH OF TRAILS
78. RAILROAD PARK.
79. relaxing
80. relaxing
81. SKATING, EQUESTRIAN.
82. SOCIAL GATHERING SITES
83. Splash park is what we mostly use and Rotaty park

84. SPORTS FIELDS LIKE HIDDEN VALLEY.
85. The one in Lees Summit (Legacy I think) is really cool and has that rope thing they can climb.
86. Trails
87. trails for hiking, biking
88. Uncertain about if Blue Springs has any passive parks.
89. Walking & hiking trails
90. WALKING TRAILS
91. WALKING TRAILS
92. walking trails or biking trails.
93. walking trails, playgrounds.
94. Walking trails, wildlife viewing areas
95. Walking, exercise, picnics
96. WALKING, HIKING
97. Walking, picnic, relax
98. Walking/jogging/bike trails
99. Water park
100. We desperately need an aquatic park such as those that other cities have built It would be nice to have it be nicer than those though to attract visitors
101. We use the Blue Springs Park and others now.
102. Wooded hiking trails
103. Young Park near the volleyball courts, Keystone park, and the park in the neighborhood southwest of Wood's Chapel and Valley View
104. Youth fishing pond would be nice

Q7. For each of the following groups, please indicate whether you think it is "Very Important," "Somewhat Important," or "Not Important" for the design of a new park to serve the group.

(N=502)

	Very important	Somewhat important	Not important	Don't know
Q7-1. Families	80.3%	9.6%	2.8%	7.4%
Q7-2. Seniors (ages 60 & older)	49.0%	34.3%	7.4%	9.4%
Q7-3. Adults (ages 25-59)	46.0%	35.5%	6.4%	12.2%
Q7-4. Young adults (ages 18-24)	41.2%	34.9%	8.4%	15.5%
Q7-5. Teenagers	47.2%	30.1%	8.2%	14.5%
Q7-6. Youth	66.3%	16.9%	4.4%	12.4%

WITHOUT DON'T KNOW

Q7. For each of the following groups, please indicate whether you think it is "Very Important," "Somewhat Important," or "Not Important" for the design of a new park to serve the group. (without "don't know")

(N=502)

	Very important	Somewhat important	Not important
Q7-1. Families	86.7%	10.3%	3.0%
Q7-2. Seniors (ages 60 & older)	54.1%	37.8%	8.1%
Q7-3. Adults (ages 25-59)	52.4%	40.4%	7.3%
Q7-4. Young adults (ages 18-24)	48.8%	41.3%	9.9%
Q7-5. Teenagers	55.2%	35.2%	9.6%
Q7-6. Youth	75.7%	19.3%	5.0%

Q8. Using the list below, please select the FIVE activities your household would like to do most.

Q8. Top choice	Number	Percent
Walking for pleasure (nature)	150	29.9 %
Walking for pleasure (paved paths)	115	22.9 %
Jogging/running	10	2.0 %
Bicycling for pleasure (dirt path)	4	0.8 %
Bicycling for pleasure (paved paths)	14	2.8 %
Dog walking	28	5.6 %
Playground (visit/play)	58	11.6 %
Festivals or fairs	18	3.6 %
Rectangle field sports (soccer, football, lacrosse, field hockey)	6	1.2 %
Diamond field sports (baseball, softball)	13	2.6 %
Court sports (tennis, pickleball, basketball)	6	1.2 %
Sand volleyball	2	0.4 %
Skateboarding	1	0.2 %
Picnic	9	1.8 %
Wildlife watching	3	0.6 %
Outdoor spray ground	12	2.4 %
Kayaking	10	2.0 %
Ice skating	1	0.2 %
Fishing	15	3.0 %
Other	10	2.0 %
None chosen	17	3.4 %
Total	502	100.0 %

Q8. Using the list below, please select the FIVE activities your household would like to do most.

Q8. 2nd choice	Number	Percent
Walking for pleasure (nature)	60	12.0 %
Walking for pleasure (paved paths)	117	23.3 %
Jogging/running	11	2.2 %
Bicycling for pleasure (dirt path)	12	2.4 %
Bicycling for pleasure (paved paths)	34	6.8 %
Dog walking	42	8.4 %
Playground (visit/play)	52	10.4 %
Festivals or fairs	26	5.2 %
Rectangle field sports (soccer, football, lacrosse, field hockey)	7	1.4 %
Diamond field sports (baseball, softball)	9	1.8 %
Court sports (tennis, pickleball, basketball)	16	3.2 %
Sand volleyball	3	0.6 %
Hockey/inline sports	3	0.6 %
Skateboarding	1	0.2 %
Picnic	27	5.4 %
Wildlife watching	15	3.0 %
Outdoor spray ground	13	2.6 %
Kayaking	5	1.0 %
Ice skating	2	0.4 %
Sledding	1	0.2 %
Fishing	18	3.6 %
Other	5	1.0 %
None chosen	23	4.6 %
Total	502	100.0 %

Q8. Using the list below, please select the FIVE activities your household would like to do most.

Q8. 3rd choice	Number	Percent
Walking for pleasure (nature)	30	6.0 %
Walking for pleasure (paved paths)	35	7.0 %
Jogging/running	17	3.4 %
Bicycling for pleasure (dirt path)	10	2.0 %
Bicycling for pleasure (paved paths)	36	7.2 %
Dog walking	55	11.0 %
Playground (visit/play)	39	7.8 %
Festivals or fairs	58	11.6 %
Rectangle field sports (soccer, football, lacrosse, field hockey)	7	1.4 %
Diamond field sports (baseball, softball)	9	1.8 %
Court sports (tennis, pickleball, basketball)	19	3.8 %
Sand volleyball	6	1.2 %
Hockey/inline sports	1	0.2 %
Picnic	59	11.8 %
Wildlife watching	24	4.8 %
Outdoor spray ground	22	4.4 %
Kayaking	9	1.8 %
Ice skating	3	0.6 %
Sledding	7	1.4 %
Fishing	16	3.2 %
Other	3	0.6 %
None chosen	37	7.4 %
Total	502	100.0 %

Q8. Using the list below, please select the FIVE activities your household would like to do most.

Q8. 4th choice	Number	Percent
Walking for pleasure (nature)	24	4.8 %
Walking for pleasure (paved paths)	23	4.6 %
Jogging/running	3	0.6 %
Bicycling for pleasure (dirt path)	5	1.0 %
Bicycling for pleasure (paved paths)	28	5.6 %
Dog walking	32	6.4 %
Playground (visit/play)	28	5.6 %
Festivals or fairs	54	10.8 %
Rectangle field sports (soccer, football, lacrosse, field hockey)	9	1.8 %
Diamond field sports (baseball, softball)	16	3.2 %
Court sports (tennis, pickleball, basketball)	21	4.2 %
Sand volleyball	9	1.8 %
Hockey/inline sports	2	0.4 %
Picnic	55	11.0 %
Wildlife watching	55	11.0 %
Outdoor spray ground	26	5.2 %
Kayaking	18	3.6 %
Ice skating	6	1.2 %
Sledding	6	1.2 %
Fishing	21	4.2 %
Other	5	1.0 %
None chosen	56	11.2 %
Total	502	100.0 %

Q8. Using the list below, please select the FIVE activities your household would like to do most.

Q8. 5th choice	Number	Percent
Walking for pleasure (nature)	14	2.8 %
Walking for pleasure (paved paths)	21	4.2 %
Jogging/running	7	1.4 %
Bicycling for pleasure (dirt path)	5	1.0 %
Bicycling for pleasure (paved paths)	22	4.4 %
Dog walking	19	3.8 %
Playground (visit/play)	21	4.2 %
Festivals or fairs	47	9.4 %
Rectangle field sports (soccer, football, lacrosse, field hockey)	11	2.2 %
Diamond field sports (baseball, softball)	22	4.4 %
Court sports (tennis, pickleball, basketball)	17	3.4 %
Sand volleyball	13	2.6 %
Skateboarding	3	0.6 %
Picnic	57	11.4 %
Wildlife watching	33	6.6 %
Outdoor spray ground	9	1.8 %
Kayaking	18	3.6 %
Ice skating	12	2.4 %
Sledding	14	2.8 %
Fishing	43	8.6 %
Other	9	1.8 %
None chosen	85	16.9 %
Total	502	100.0 %

SUM OF TOP 5 CHOICES

Q8. Using the list below, please select the FIVE activities your household would like to do most. (top 5)

Q8. Sum of Top 5 Choices	Number	Percent
Walking for pleasure (nature)	278	55.4 %
Walking for pleasure (paved paths)	311	62.0 %
Jogging/running	48	9.6 %
Bicycling for pleasure (dirt path)	36	7.2 %
Bicycling for pleasure (paved paths)	134	26.7 %
Dog walking	176	35.1 %
Playground (visit/play)	198	39.4 %
Festivals or fairs	203	40.4 %
Rectangle field sports (soccer, football, lacrosse, field hockey)	40	8.0 %
Diamond field sports (baseball, softball)	69	13.7 %
Court sports (tennis, pickleball, basketball)	79	15.7 %
Sand volleyball	33	6.6 %
Hockey/inline sports	6	1.2 %
Skateboarding	5	1.0 %
Picnic	207	41.2 %
Wildlife watching	130	25.9 %
Outdoor spray ground	82	16.3 %
Kayaking	60	12.0 %
Ice skating	24	4.8 %
Sledding	28	5.6 %
Fishing	113	22.5 %
Other	32	6.4 %
None chosen	17	3.4 %
Total	2309	

Q8-22. Other

1. A water park that has both inside pools and outside pools so they can be used for year-round use. waterslides inside and out, lazy rivers, kids zone/wading pool, Pools for laps and exercise
2. ATV
3. BBQ COMPETITION
4. DISC GOLF
5. DISC GOLF
6. Disc Golf Field
7. Exercising other than walking.
8. FRISBEE GOLF
9. FRISBEE GOLF
10. More encouragement of community support for participation in beautifying by growing flowered, pick up trash, additional community gardens w adjacent walking trails with rest areas
11. POOL
12. Pool for swimming
13. PUBLIC SWIMMING POOL.
14. Relaxing
15. ROLLER BLADING
16. Shooting Range
17. Shooting Range
18. SWIM
19. SWIM PARK
20. Swimming indoors year round.
21. Swimming pool
22. Swimming pool
23. Swimming pool
24. Swimming. Laps for exercise
25. Water park like Summit Waves
26. waterpark

Q9. How often would your household use the following action sports and trending features at a new park?

(N=502)

	Daily	Weekly	Monthly	Less than once a month	Wouldn't use a new park	Not provided
Q9-1. Zipline course	1.4%	9.8%	17.7%	32.1%	30.1%	9.0%
Q9-2. Zorbing hill	0.6%	2.4%	5.6%	20.3%	49.0%	22.1%
Q9-3. Rock climbing	1.4%	7.0%	16.7%	21.9%	41.4%	11.6%
Q9-4. Ice trail	0.6%	3.4%	9.2%	17.1%	51.2%	18.5%
Q9-5. Ropes course	1.4%	7.0%	14.5%	23.5%	39.2%	14.3%
Q9-6. Drone course	0.4%	3.0%	5.6%	15.9%	57.4%	17.7%
Q9-7. RC field	0.6%	4.0%	6.0%	13.9%	55.2%	20.3%
Q9-8. Pump track	0.4%	2.0%	5.0%	13.1%	56.6%	22.9%

WITHOUT NOT PROVIDED

Q9. How often would your household use the following action sports and trending features at a new park? (without "not provided")

(N=502)

	Daily	Weekly	Monthly	Less than once a month	Wouldn't use a new park
Q9-1. Zipline course	1.5%	10.7%	19.5%	35.2%	33.0%
Q9-2. Zorbing hill	0.8%	3.1%	7.2%	26.1%	62.9%
Q9-3. Rock climbing	1.6%	7.9%	18.9%	24.8%	46.8%
Q9-4. Ice trail	0.7%	4.2%	11.2%	21.0%	62.8%
Q9-5. Ropes course	1.6%	8.1%	17.0%	27.4%	45.8%
Q9-6. Drone course	0.5%	3.6%	6.8%	19.4%	69.7%
Q9-7. RC field	0.8%	5.0%	7.5%	17.5%	69.3%
Q9-8. Pump track	0.5%	2.6%	6.5%	17.1%	73.4%

Q10. How often would your household visit a new park if it had the amenities that you most prefer?

Q10. How often would your household visit a new park if it had amenities you most prefer	Number	Percent
Daily	26	5.2 %
Weekly	256	51.0 %
Monthly	120	23.9 %
Less than once a month	58	11.6 %
Wouldn't use a new park	37	7.4 %
Not provided	5	1.0 %
Total	502	100.0 %

WITHOUT NOT PROVIDED

Q10. How often would your household visit a new park if it had the amenities that you most prefer? (without "not provided")

Q10. How often would your household visit a new park if it had amenities you most prefer	Number	Percent
Daily	26	5.2 %
Weekly	256	51.5 %
Monthly	120	24.1 %
Less than once a month	58	11.7 %
Wouldn't use a new park	37	7.4 %
Total	497	100.0 %

Q11. The following are some of the benefits that you and your household may receive from parks, trails, recreation facilities and services. For each potential benefit, please indicate your level of agreement with the benefits being provided by parks, trails, and recreation facilities.

(N=502)

	Strongly agree	Agree	Neutral	Disagree	Strongly disagree	Don't know
Q11-1. Increase awareness of City history	14.7%	30.7%	35.1%	6.2%	2.8%	10.6%
Q11-2. Improve physical fitness, health, & wellness	51.6%	36.9%	5.8%	0.4%	0.4%	5.0%
Q11-3. Make Blue Springs a more desirable place to live	54.0%	32.1%	7.2%	1.2%	1.0%	4.6%
Q11-4. Preserve open space & environment	47.0%	37.8%	9.0%	0.8%	0.4%	5.0%
Q11-5. Increase property values in surrounding area	39.0%	34.1%	17.7%	2.0%	0.6%	6.6%
Q11-6. Improve mental health & reduce stress	47.8%	38.0%	8.2%	1.2%	0.4%	4.4%
Q11-7. Increase opportunities for people of different cultures to interact	21.3%	37.1%	29.5%	3.2%	2.0%	7.0%
Q11-8. Help attract new residents & businesses	28.9%	42.6%	18.9%	2.4%	0.8%	6.4%
Q11-9. Help reduce crime	31.1%	23.5%	26.9%	6.8%	2.8%	9.0%
Q11-10. Promote tourism to City	21.5%	35.7%	28.7%	5.8%	1.6%	6.8%
Q11-11. Encourage economic development within community	28.7%	39.0%	20.9%	2.6%	1.0%	7.8%
Q11-12. Other	60.0%	20.0%	10.0%	0.0%	0.0%	10.0%

WITHOUT DON'T KNOW

Q11. The following are some of the benefits that you and your household may receive from parks, trails, recreation facilities and services. For each potential benefit, please indicate your level of agreement with the benefits being provided by parks, trails, and recreation facilities. (without "don't know")

(N=502)

	Strongly agree	Agree	Neutral	Disagree	Strongly disagree
Q11-1. Increase awareness of City history	16.5%	34.3%	39.2%	6.9%	3.1%
Q11-2. Improve physical fitness, health, & wellness	54.3%	38.8%	6.1%	0.4%	0.4%
Q11-3. Make Blue Springs a more desirable place to live	56.6%	33.6%	7.5%	1.3%	1.0%
Q11-4. Preserve open space & environment	49.5%	39.8%	9.4%	0.8%	0.4%
Q11-5. Increase property values in surrounding area	41.8%	36.5%	19.0%	2.1%	0.6%
Q11-6. Improve mental health & reduce stress	50.0%	39.8%	8.5%	1.3%	0.4%
Q11-7. Increase opportunities for people of different cultures to interact	22.9%	39.8%	31.7%	3.4%	2.1%
Q11-8. Help attract new residents & businesses	30.9%	45.5%	20.2%	2.6%	0.9%
Q11-9. Help reduce crime	34.1%	25.8%	29.5%	7.4%	3.1%
Q11-10. Promote tourism to City	23.1%	38.2%	30.8%	6.2%	1.7%
Q11-11. Encourage economic development within community	31.1%	42.3%	22.7%	2.8%	1.1%
Q11-12. Other	66.7%	22.2%	11.1%	0.0%	0.0%

Q11-12. Other

Q11-12. Other	Number	Percent
BATTLE CLIMATE CHANGE	1	11.1 %
BRING YMCA BACK TO THE CITY	1	11.1 %
CLEAN UP OUR CITY	1	11.1 %
Clean up trashy hotels, business and parks	1	11.1 %
Get new hotels on Outer Rd, bring in more revenue from Kansas City	1	11.1 %
Opening up avenues for more creative thinking	1	11.1 %
Pride in community, ownership & responsibility toward our community	1	11.1 %
REDUCE VACANT BUILDINGS	1	11.1 %
STUFF AND THINGS	1	11.1 %
Total	9	100.0 %

Q12. Is your household currently using any indoor or outdoor aquatic facilities?

Q12. Is your household currently using any indoor or outdoor aquatic facilities	Number	Percent
Yes	142	28.3 %
No	360	71.7 %
Total	502	100.0 %

Q12a. What type of aquatic facilities are you currently using?

Q12a. What type of aquatic facilities are you currently using	Number	Percent
Indoor	39	27.5 %
Outdoor	39	27.5 %
Both indoor & outdoor	63	44.4 %
Not provided	1	0.7 %
Total	142	100.0 %

WITHOUT NOT PROVIDED

Q12a. What type of aquatic facilities are you currently using? (without "not provided")

Q12a. What type of aquatic facilities are you currently using	Number	Percent
Indoor	39	27.7 %
Outdoor	39	27.7 %
Both indoor & outdoor	63	44.7 %
Total	141	100.0 %

Q12b. From the following list, please check ALL of the aquatic facilities that you and members of your household currently use.

Q12b. All aquatic facilities your household currently use	Number	Percent
City of Blue Springs	61	43.0 %
Private/HOA pool	41	28.9 %
YMCA	21	14.8 %
Schools	19	13.4 %
Neighboring cities	55	38.7 %
Other	16	11.3 %
Total	213	

Q12b-6. Other

Q12b-6. Other	Number	Percent
CENTENNIA-THE BLUE	1	6.3 %
Gym membership	1	6.3 %
Home pool	2	12.5 %
In Summer we go to pools in Grain Valley and Oak Grove	1	6.3 %
Lake of the Ozarks	1	6.3 %
Lee's Summit	1	6.3 %
New park off of Woods Chapel (Burr Oak Mills)	1	6.3 %
OCEANS OF FUN, WORLDS OF FUN	1	6.3 %
Oceans of Fun	2	12.5 %
SCHOOL DISTRICT POOL	1	6.3 %
Summit Waves	1	6.3 %
Synergy warm water pool	1	6.3 %
WORK GYM POOL	1	6.3 %
We visit Summit Waves	1	6.3 %
Total	16	100.0 %

Q12c. How well do existing aquatic facilities meet the needs of your household?

Q12c. How well do existing aquatic facilities meet needs of your household	Number	Percent
Completely meets our needs	19	13.4 %
Mostly meets our needs	46	32.4 %
Partly meets our needs	49	34.5 %
Doesn't meet our needs	21	14.8 %
Not provided	7	4.9 %
Total	142	100.0 %

WITHOUT NOT PROVIDED

Q12c. How well do existing aquatic facilities meet the needs of your household? (without "not provided")

Q12c. How well do existing aquatic facilities meet needs of your household	Number	Percent
Completely meets our needs	19	14.1 %
Mostly meets our needs	46	34.1 %
Partly meets our needs	49	36.3 %
Doesn't meet our needs	21	15.6 %
Total	135	100.0 %

Q12d. Which ONE of the following statements best represents the primary reason that you use your current aquatic facility?

Q12d. What statement best represents primary reason you use your current aquatic facility	Number	Percent
Reasonable user fees	19	13.4 %
Amenities	34	23.9 %
Proximity	39	27.5 %
Only one available	30	21.1 %
Customer service	1	0.7 %
No reason	6	4.2 %
Other	9	6.3 %
Not provided	4	2.8 %
Total	142	100.0 %

WITHOUT NOT PROVIDED

Q12d. Which ONE of the following statements best represents the primary reason that you use your current aquatic facility? (without "not provided")

Q12d. What statement best represents primary reason you use your current aquatic facility	Number	Percent
Reasonable user fees	19	13.8 %
Amenities	34	24.6 %
Proximity	39	28.3 %
Only one available	30	21.7 %
Customer service	1	0.7 %
No reason	6	4.3 %
Other	9	6.5 %
Total	138	100.0 %

Q12d-7. Other

Q12d-7. Other	Number	Percent
AT OUR TOWNHOUSE	1	11.1 %
COMPANY, CHILDREN VISIT	1	11.1 %
Current public facilities are poor and have limited access	1	11.1 %
DOCTOR'S ORDERS	1	11.1 %
Gym membership	1	11.1 %
SWIMMING LESSONS	1	11.1 %
Temperature of water is 91-93 degrees and suitable for physical therapy	1	11.1 %
WARM WATER	1	11.1 %
We go to Lee's Summit as they have better indoor and outdoor aquatic facilities	1	11.1 %
Total	9	100.0 %

Q13. Please check ALL of the following reasons that prevent you or members of your household from using aquatic facilities.

Q13. All reasons that prevent you from using aquatic facilities	Number	Percent
Too far to travel	59	11.8 %
Too expensive	126	25.1 %
Doesn't offer programs I prefer	68	13.5 %
Doesn't offer amenities I prefer	75	14.9 %
Too busy	103	20.5 %
Not interested	140	27.9 %
Other	68	13.5 %
Total	639	

Q13-7. Other

1. AGE OF CHILDREN
2. Aqua exercise at more diverse times
3. AVAILABLE TIME IS NOT CONVENIENT.
4. Blue Springs does not offer swim opportunities that support my daughters Special Olympics swim needs, Lees Summit does provide the needed support for this unique program.
5. CHILDREN ARE TOO YOUNG
6. DON'T HAVE KIDS SEEMS ODD TO USE AN ADULT ALONE
7. DON'T KNOW WHAT IS AVAILABLE.
8. DON'T SWIM
9. Facilities are run down. Pools are in bad shape.
10. Family and friends pools are closer.
11. HAVE A POOL ACCESS IN SUMMER
12. have own pool at home
13. HEALTH
14. HEALTH REASON
15. HOURS OPEN FOR LAP SWIM DO NOT MATCH WITH OUR SCHEDULE.
16. HOURS THEY ARE OPEN.
17. I really had not thought of the Aquatics as an alternative way to exercise at this time in life.
18. IT'S GOOD.
19. IT'S KIND OF GROSS.
20. JUST HAVE NOT GONE.
21. JUST HAVEN'T GONE.
22. LIMITED TIMES AT LAP POOL, TOO EARLY, NOT OFFERED FOR PEOPLE WHO WORK 8-5. I DO NOT LIKE TO GO EARLY OR HAVE TO WAIT UNTIL AFTER 7PM.
23. My daughter was enrolled in swim classes, but otherwise we go to Lake Jacomo for swimming
24. MY HUSBAND AND I DON'T HAVE AN INTEREST, BUT I WOULD LIKE TO GET OUR TWO YEAR OLD IN SWIM LESSONS.
25. MY HUSBAND IS DISABLED.

26. My kids do not like how cold the indoor pool is. I do not want them to hate swimming because of cold water so we are waiting until summer for lessons.
27. MY KIDS USED THE BLUE FOR YEARS GROWING UP AND ON SWIM TEAM THEY ARE TOO OLD NOW BUT I THINK YOUTH SWIM TEAMS ARE GREAT AND SHOULD BE SUPPORTED
28. NO BEACH
29. NO INTEREST AT THIS TIME.
30. no zero entry for young kids
31. Not avail
32. NOT AWARE OF PROGRAMS OR PRICE
33. Not enough kid friendly pools.
34. NOT OPEN WHEN I WANT TO GO, WORKING, ETC.
35. Not physically able to.
36. NOT PROMOTED ENOUGH TO RESIDENTS
37. On quarantine
38. ONLY ONE WARM WATER POOL AT YMCA.
39. POOL IS NOT FUN, GREAT LAP POOL BUT NOT FUN FOR KIDS
40. POOLS ARE AVAILABLE AT NEIGHBORS AND OTHER SUBDIVISIONS.
41. PREFER CLASS FOR WOMEN WITH NO OBSERVERS.
42. PRICES KEEP INCREASING
43. PROGRAM TIMES ARE NOT CONVENIENT.
44. RECENTLY MOVED HERE.
45. RESTRICTED TIMES AND DAYS DUE TO BLUE SPRINGS HIGH USING THE FACILITY.
46. Shabby shape
47. SWIM WITH FAMILY
48. TH 2 POOLS HAVE TERRIBLE HOURS FORLAP/OPENS WIM I WISH THE COMMUNITY CENTER FIELDHOUSE HAD A POOL
49. the amenities in Blue Springs are SMALL and RUN DOWN. Now that the YMCA closed My family have to drive to north Kansas city to take advantage of AFFORDABLE exercise equipment and water/pool facilities my family can use
50. THE YMCA CLOSED.
51. THOUGH Y WAS NOW SOUTH HIGH SCHOOL AND OTHER WAS BLUE SPRINGS HIGH.
52. TIMES AVAILABLE
53. TOO MANY KIDS, NOT ENOUGH ADULTS.
54. TOO OLD.
55. UNFAMILIAR WITH AND USUALLY USE DURING SUMMER MONTHS
56. UNSANITARY
57. WATER IS COLD.
58. WATER PARK NEEDED. THE ONE ON WOODS CHAPEL IS FOR SMALL CHILDREN.
59. We are not currently interested; however, that may change if the right opportunity is there.
60. WE HAVE A POOL
61. We have an inground pool
62. We love the new splash pad but it isn't currently open; so we don't currently use anything because its not open and the YMCA is too expensive.
63. We use our neighborhood pool.

64. We were at the YMCA since it closed down we haven't found one that is able to meet our schedule and is close to us
65. WISH IT STAYED OPEN LONGER IN THE EVENING SO I COULD SWIM AFTER WORK IN SUMMER TIME IN OUTDOOR POOL.
66. Y CLOSED
67. YMCA no longer available.

Q14. Listed below are features that could be incorporated into the design of a new aquatic center. For each one, please indicate approximately how often you and members of your household would use each of these features.

(N=502)

	Daily	Weekly	Monthly	Less than once a month	Wouldn't use the aquatic center	Not provided
Q14-1. Whirlpool/hot tub	4.8%	23.9%	17.1%	16.7%	27.3%	10.2%
Q14-2. Warm water pool for swim lessons or therapy	9.0%	32.3%	12.9%	15.9%	20.5%	9.4%
Q14-3. Area for water fitness	10.2%	31.1%	14.9%	14.5%	21.1%	8.2%
Q14-4. Family-oriented warm water pool	5.6%	23.9%	16.7%	14.5%	26.1%	13.1%
Q14-5. Outdoor seasonal leisure pool	7.0%	28.3%	16.1%	15.9%	20.7%	12.0%
Q14-6. Sauna	3.8%	17.9%	14.5%	18.3%	32.1%	13.3%
Q14-7. Steam room	3.2%	15.7%	13.1%	19.9%	33.1%	14.9%
Q14-8. Lap lanes for recreational lap swimming	5.8%	17.1%	12.0%	18.9%	33.1%	13.1%
Q14-9. Deep water area	3.8%	17.9%	13.5%	20.3%	29.3%	15.1%
Q14-10. Outdoor spray ground	6.6%	23.3%	11.6%	15.5%	28.3%	14.7%
Q14-11. Competition swimming	1.8%	2.8%	3.0%	16.9%	54.0%	21.5%
Q14-12. Other	12.5%	68.8%	12.5%	6.3%	0.0%	0.0%

WITHOUT NOT PROVIDED

Q14. Listed below are features that could be incorporated into the design of a new aquatic center. For each one, please indicate approximately how often you and members of your household would use each of these features. (without "not provided")

(N=502)

	Daily	Weekly	Monthly	Less than once a month	Wouldn't use the aquatic center
Q14-1. Whirlpool/hot tub	5.3%	26.6%	19.1%	18.6%	30.4%
Q14-2. Warm water pool for swim lessons or therapy	9.9%	35.6%	14.3%	17.6%	22.6%
Q14-3. Area for water fitness	11.1%	33.8%	16.3%	15.8%	23.0%
Q14-4. Family-oriented warm water pool	6.4%	27.5%	19.3%	16.7%	30.0%
Q14-5. Outdoor seasonal leisure pool	7.9%	32.1%	18.3%	18.1%	23.5%
Q14-6. Sauna	4.4%	20.7%	16.8%	21.1%	37.0%
Q14-7. Steam room	3.7%	18.5%	15.5%	23.4%	38.9%
Q14-8. Lap lanes for recreational lap swimming	6.7%	19.7%	13.8%	21.8%	38.1%
Q14-9. Deep water area	4.5%	21.1%	16.0%	23.9%	34.5%
Q14-10. Outdoor spray ground	7.7%	27.3%	13.6%	18.2%	33.2%
Q14-11. Competition swimming	2.3%	3.6%	3.8%	21.6%	68.8%
Q14-12. Other	12.5%	68.8%	12.5%	6.3%	0.0%

Q14-12. Other

Q14-12. Other	Number	Percent
ADULT ONLY AREAS	1	6.3 %
DEEP WATER AEROBICS	1	6.3 %
DOG DAY EVERY WEEK OR MONTH	1	6.3 %
EARTH POOL/SWIMMING HOLE	1	6.3 %
Lazy River	3	18.8 %
More divers adult low impact exercise	1	6.3 %
SLIDES, WATER PLAY FOR KIDS	1	6.3 %
Slides and interactive play features not typically found in public pool settings	1	6.3 %
WATER AEROBICS	1	6.3 %
WATER GAMES	1	6.3 %
Water slides	3	18.8 %
Water slides, lazy river, kid water playground	1	6.3 %
Total	16	100.0 %

Q15. Which THREE of the features listed in Question 14 would your household USE MOST OFTEN if they were included in a new aquatic center?

Q15. Top choice	Number	Percent
Whirlpool/hot tub	46	9.2 %
Warm water pool for swim lessons or therapy	81	16.1 %
Area for water fitness	65	12.9 %
Family-oriented warm water pool	61	12.2 %
Outdoor seasonal leisure pool	49	9.8 %
Sauna	13	2.6 %
Steam room	5	1.0 %
Lap lanes for recreational lap swimming	27	5.4 %
Deep water area	5	1.0 %
Outdoor spray ground	46	9.2 %
Competition swimming	4	0.8 %
Other	6	1.2 %
None chosen	94	18.7 %
Total	502	100.0 %

Q15. Which THREE of the features listed in Question 14 would your household USE MOST OFTEN if they were included in a new aquatic center?

Q15. 2nd choice	Number	Percent
Whirlpool/hot tub	30	6.0 %
Warm water pool for swim lessons or therapy	57	11.4 %
Area for water fitness	75	14.9 %
Family-oriented warm water pool	54	10.8 %
Outdoor seasonal leisure pool	54	10.8 %
Sauna	30	6.0 %
Steam room	16	3.2 %
Lap lanes for recreational lap swimming	27	5.4 %
Deep water area	14	2.8 %
Outdoor spray ground	35	7.0 %
Competition swimming	3	0.6 %
Other	2	0.4 %
None chosen	105	20.9 %
Total	502	100.0 %

Q15. Which THREE of the features listed in Question 14 would your household USE MOST OFTEN if they were included in a new aquatic center?

Q15. 3rd choice	Number	Percent
Whirlpool/hot tub	50	10.0 %
Warm water pool for swim lessons or therapy	45	9.0 %
Area for water fitness	36	7.2 %
Family-oriented warm water pool	39	7.8 %
Outdoor seasonal leisure pool	35	7.0 %
Sauna	26	5.2 %
Steam room	32	6.4 %
Lap lanes for recreational lap swimming	30	6.0 %
Deep water area	28	5.6 %
Outdoor spray ground	37	7.4 %
Competition swimming	5	1.0 %
Other	5	1.0 %
None chosen	134	26.7 %
Total	502	100.0 %

SUM OF TOP 3 CHOICES

Q15. Which THREE of the features listed in Question 14 would your household USE MOST OFTEN if they were included in a new aquatic center? (top 3)

Q15. Sum of Top 3 Choices	Number	Percent
Whirlpool/hot tub	126	25.1 %
Warm water pool for swim lessons or therapy	183	36.5 %
Area for water fitness	176	35.1 %
Family-oriented warm water pool	154	30.7 %
Outdoor seasonal leisure pool	138	27.5 %
Sauna	69	13.7 %
Steam room	53	10.6 %
Lap lanes for recreational lap swimming	84	16.7 %
Deep water area	47	9.4 %
Outdoor spray ground	118	23.5 %
Competition swimming	12	2.4 %
Other	13	2.6 %
None chosen	94	18.7 %
Total	1267	

Q16. What is the MAXIMUM distance your household would travel to use a new aquatic center if it had the features you most prefer?

Q16. Maximum distance your household would travel to use a new aquatic center	Number	Percent
20+ minutes	24	4.8 %
16 to 20 minutes	95	18.9 %
11 to 15 minutes	171	34.1 %
5 to 10 minutes	122	24.3 %
Wouldn't use aquatic center	70	13.9 %
Not provided	20	4.0 %
Total	502	100.0 %

WITHOUT NOT PROVIDED

Q16. What is the MAXIMUM distance your household would travel to use a new aquatic center if it had the features you most prefer? (without "not provided")

Q16. Maximum distance your household would travel to use a new aquatic center	Number	Percent
20+ minutes	24	5.0 %
16 to 20 minutes	95	19.7 %
11 to 15 minutes	171	35.5 %
5 to 10 minutes	122	25.3 %
Wouldn't use aquatic center	70	14.5 %
Total	482	100.0 %

Q17. Which of the following would be your most preferred location for a new aquatic center?

Q17. Your most preferred location for a new aquatic center	Number	Percent
Adjacent to other recreation amenities at Blue Springs Fieldhouse	231	46.0 %
Gregory O. Grounds Park	35	7.0 %
Roscoe Righter Park (currently undeveloped)	62	12.4 %
Other	39	7.8 %
Not provided	135	26.9 %
Total	502	100.0 %

WITHOUT NOT PROVIDED

Q17. Which of the following would be your most preferred location for a new aquatic center? (without "not provided")

Q17. Your most preferred location for a new aquatic center	Number	Percent
Adjacent to other recreation amenities at Blue Springs Fieldhouse	231	62.9 %
Gregory O. Grounds Park	35	9.5 %
Roscoe Righter Park (currently undeveloped)	62	16.9 %
Other	39	10.6 %
Total	367	100.0 %

Q17-4. Other

Q17-4. Other	Number	Percent
ANY	1	3.1 %
ANYWHERE IN BS	1	3.1 %
Adams Dairy	1	3.1 %
BSHS	1	3.1 %
BURRIS OLD MILL	1	3.1 %
DOES NOT MATTER	2	6.3 %
DON'T KNOW THESE PARKS	1	3.1 %
Don't care	2	6.3 %
I don't care as long as it's in Blue Springs	1	3.1 %
NE AREA	1	3.1 %
NEXT TO CURRENT CENTENNIAL POOL	1	3.1 %
NOT SURE OR NO PREFERENCE	1	3.1 %
NOWHERE	1	3.1 %
NW SIDE OF CITY	1	3.1 %
Near Hidden Valley Sport Complex	1	3.1 %
Next to field house is close to me & that's great as a retired disabled person	1	3.1 %
Northwest	1	3.1 %
OAK GROVE	1	3.1 %
OLD MILL PARK	1	3.1 %
OPEN TO LOCATION	1	3.1 %
PINK HILL	1	3.1 %
Park next to James Lewis needs a water park	1	3.1 %
SOUTH 7 HWY	1	3.1 %
SOUTH OF 40 HWY AND WEST OF 7 HWY	1	3.1 %
SOUTH OF MORELAND SCHOOL ROAD	1	3.1 %
SOUTHSIDE OF TOWN	2	6.3 %
WE USED TO HAVE ONE	1	3.1 %
Would not use	2	6.3 %
Total	32	100.0 %

Q18. For each of the following groups, please indicate whether you think it is "Very Important," "Somewhat Important" or "Not Important" for a new aquatic center to serve the group.

(N=502)

	Very important	Somewhat important	Not important	Don't know
Q18-1. Families	71.7%	14.3%	3.0%	11.0%
Q18-2. Seniors (ages 60+)	55.4%	27.7%	5.4%	11.6%
Q18-3. Adults (ages 25-59)	46.0%	32.9%	6.4%	14.7%
Q18-4. Young adults (ages 18-24)	43.4%	32.9%	7.6%	16.1%
Q18-5. Teenagers	51.0%	27.1%	7.2%	14.7%
Q18-6. Youth	62.9%	18.5%	5.0%	13.5%

WITHOUT DON'T KNOW

Q18. For each of the following groups, please indicate whether you think it is "Very Important," "Somewhat Important" or "Not Important" for a new aquatic center to serve the group. (without "don't know")

(N=502)

	Very important	Somewhat important	Not important
Q18-1. Families	80.5%	16.1%	3.4%
Q18-2. Seniors (ages 60+)	62.6%	31.3%	6.1%
Q18-3. Adults (ages 25-59)	54.0%	38.6%	7.5%
Q18-4. Young adults (ages 18-24)	51.8%	39.2%	9.0%
Q18-5. Teenagers	59.8%	31.8%	8.4%
Q18-6. Youth	72.8%	21.4%	5.8%

Q19. Please indicate the TWO purposes that best describe the reason your household would use a new aquatic center.

Q19. Purposes that best describe reason your household would use a new aquatic center	Number	Percent
Fitness & exercise	315	62.7 %
Recreational swimming	233	46.4 %
Therapeutic purposes	151	30.1 %
Instructional classes	85	16.9 %
Competitive swimming	9	1.8 %
Other	7	1.4 %
Wouldn't use aquatic center	68	13.5 %
Total	868	

Q19-6. Other

Q19-6. Other	Number	Percent
ENTERTAINING GRAND CHILDREN	1	14.3 %
FUN	1	14.3 %
Fun BBC with Grandkids	1	14.3 %
Hot tub and sauna for relaxation	1	14.3 %
Lap pool for exercise	1	14.3 %
WOULD NOT USE	1	14.3 %
When family with kids visiting	1	14.3 %
Total	7	100.0 %

Q20. How often would your household visit a new indoor aquatic center if it had the features that you most prefer?

Q20. How often would your household visit a new indoor aquatic center	Number	Percent
Daily	52	10.4 %
Weekly	224	44.6 %
Monthly	82	16.3 %
Less than once a month	52	10.4 %
Wouldn't use aquatic center	75	14.9 %
Not provided	17	3.4 %
Total	502	100.0 %

WITHOUT NOT PROVIDED

Q20. How often would your household visit a new indoor aquatic center if it had the features that you most prefer? (without "not provided")

Q20. How often would your household visit a new indoor aquatic center	Number	Percent
Daily	52	10.7 %
Weekly	224	46.2 %
Monthly	82	16.9 %
Less than once a month	52	10.7 %
Wouldn't use aquatic center	75	15.5 %
Total	485	100.0 %

Q21. How often would your household visit a new seasonal outdoor aquatic center if it had the features that you most prefer?

Q21. How often would your household visit a new seasonal outdoor aquatic center	Number	Percent
Daily	41	8.2 %
Weekly	169	33.7 %
Monthly	111	22.1 %
Less than once a month	70	13.9 %
Wouldn't use aquatic center	94	18.7 %
Not provided	17	3.4 %
Total	502	100.0 %

WITHOUT NOT PROVIDED

Q21. How often would your household visit a new seasonal outdoor aquatic center if it had the features that you most prefer? (without "not provided")

Q21. How often would your household visit a new seasonal outdoor aquatic center	Number	Percent
Daily	41	8.5 %
Weekly	169	34.8 %
Monthly	111	22.9 %
Less than once a month	70	14.4 %
Wouldn't use aquatic center	94	19.4 %
Total	485	100.0 %

Q22. What is your preferred way of paying to use a new aquatic center?

Q22. What is your preferred way of paying to use a new aquatic center	Number	Percent
Single user day pass	42	8.4 %
Single user annual pass	31	6.2 %
Family day pass	22	4.4 %
Family annual pass	154	30.7 %
Multiple visit punch card	74	14.7 %
Don't know	96	19.1 %
Not willing to pay to use the center	83	16.5 %
Total	502	100.0 %

WITHOUT DON'T KNOW

Q22. What is your preferred way of paying to use a new aquatic center? (without "don't know")

Q22. What is your preferred way of paying to use a new aquatic center	Number	Percent
Single user day pass	42	10.3 %
Single user annual pass	31	7.6 %
Family day pass	22	5.4 %
Family annual pass	154	37.9 %
Multiple visit punch card	74	18.2 %
Not willing to pay to use the center	83	20.4 %
Total	406	100.0 %

Q23. What is the MAXIMUM amount you would be willing to pay for a family monthly pass for aquatics only, assuming this would allow access to both indoor and outdoor facilities (if both are available), and allows for up to six family members?

Q23. Maximum amount you would be willing to pay for a family monthly pass for aquatics only	Number	Percent
$55+ per month	7	1.4 %
Up to $55 per month	38	7.6 %
Up to $45 per month	76	15.1 %
Up to $35 per month	205	40.8 %
Not willing to pay to use the center	116	23.1 %
Not provided	60	12.0 %
Total	502	100.0 %

WITHOUT NOT PROVIDED

Q23. What is the MAXIMUM amount you would be willing to pay for a family monthly pass for aquatics only, assuming this would allow access to both indoor and outdoor facilities (if both are available), and allows for up to six family members? (without "not provided")

Q23. Maximum amount you would be willing to pay for a family monthly pass for aquatics only	Number	Percent
$55+ per month	7	1.6 %
Up to $55 per month	38	8.6 %
Up to $45 per month	76	17.2 %
Up to $35 per month	205	46.4 %
Not willing to pay to use the center	116	26.2 %
Total	442	100.0 %

Q23a. Would you be interested in a combined family monthly pass that includes the use of other recreation amenities at the Blue Springs Fieldhouse?

Q23a. Would you be interested in a combined family monthly pass	Number	Percent
Yes	236	47.0 %
No	122	24.3 %
Don't know	144	28.7 %
Total	502	100.0 %

WITHOUT DON'T KNOW

Q23a. Would you be interested in a combined family monthly pass that includes the use of other recreation amenities at the Blue Springs Fieldhouse? (without "don't know")

Q23a. Would you be interested in a combined family monthly pass	Number	Percent
Yes	236	65.9 %
No	122	34.1 %
Total	358	100.0 %

Q24. What is the MAXIMUM amount you would be willing to pay for a single user season pass for aquatics only, assuming this would allow access to both indoor and outdoor facilities (if both are available)?

Q24. Maximum amount you would be willing to pay for a single user season pass for aquatics only	Number	Percent
Up to $100 per year	61	12.2 %
Up to $90 per year	20	4.0 %
Up to $80 per year	61	12.2 %
Up to $70 per year	164	32.7 %
Not willing to pay to use the center	125	24.9 %
Not provided	71	14.1 %
Total	502	100.0 %

WITHOUT NOT PROVIDED

Q24. What is the MAXIMUM amount you would be willing to pay for a single user season pass for aquatics only, assuming this would allow access to both indoor and outdoor facilities (if both are available)? (without "not provided")

Q24. Maximum amount you would be willing to pay for a single user season pass for aquatics only	Number	Percent
Up to $100 per year	61	14.2 %
Up to $90 per year	20	4.6 %
Up to $80 per year	61	14.2 %
Up to $70 per year	164	38.1 %
Not willing to pay to use the center	125	29.0 %
Total	431	100.0 %

Q24a. Would you be interested in a combined single user season pass that includes the use of other recreation amenities at the Blue Springs Fieldhouse?

Q24a. Would you be interested in a combined single user season pass	Number	Percent
Yes	210	41.8 %
No	132	26.3 %
Don't know	160	31.9 %
Total	502	100.0 %

WITHOUT DON'T KNOW

Q24a. Would you be interested in a combined single user season pass that includes the use of other recreation amenities at the Blue Springs Fieldhouse? (without "don't know")

Q24a. Would you be interested in a combined single user season pass	Number	Percent
Yes	210	61.4 %
No	132	38.6 %
Total	342	100.0 %

Q25. Would you be interested in a single user punch card allowing a discounted daily admission rate for multiple visits to the aquatic center?

Q25. Would you be interested in a single user punch card	Number	Percent
Yes	240	47.8 %
No	110	21.9 %
Don't know	152	30.3 %
Total	502	100.0 %

WITHOUT DON'T KNOW

Q25. Would you be interested in a single user punch card allowing a discounted daily admission rate for multiple visits to the aquatic center? (without "don't know")

Q25. Would you be interested in a single user punch card	Number	Percent
Yes	240	68.6 %
No	110	31.4 %
Total	350	100.0 %

Q26. Compared to other priorities in the City of Blue Springs, how high of a priority is providing parks and recreation improvements in the City?

Q26. How high of a priority is providing parks & recreation improvements in City	Number	Percent
Very high priority	100	19.9 %
High priority	172	34.3 %
Medium priority	156	31.1 %
Low priority	43	8.6 %
Not sure	16	3.2 %
Not provided	15	3.0 %
Total	502	100.0 %

WITHOUT NOT PROVIDED

Q26. Compared to other priorities in the City of Blue Springs, how high of a priority is providing parks and recreation improvements in the City? (without "not provided")

Q26. How high of a priority is providing parks & recreation improvements in City	Number	Percent
Very high priority	100	20.5 %
High priority	172	35.3 %
Medium priority	156	32.0 %
Low priority	43	8.8 %
Not sure	16	3.3 %
Total	487	100.0 %

Q27. The Parks and Recreation Department currently receives funding from a 1/2-cent sales tax. Would you support continuing with no tax increase to the existing Parks Sales Tax to fund new aquatics facilities, parkland development and deferred parks maintenance?

Q27. Would you support continuing with no tax increase to existing Parks Sales Tax	Number	Percent
Yes	294	58.6 %
Maybe, but I would need more information	144	28.7 %
No, I do not support any continuation of existing sales tax	47	9.4 %
Not provided	17	3.4 %
Total	502	100.0 %

WITHOUT NOT PROVIDED

Q27. The Parks and Recreation Department currently receives funding from a 1/2-cent sales tax. Would you support continuing with no tax increase to the existing Parks Sales Tax to fund new aquatics facilities, parkland development and deferred parks maintenance? (without "not provided")

Q27. Would you support continuing with no tax increase to existing Parks Sales Tax	Number	Percent
Yes	294	60.6 %
Maybe, but I would need more information	144	29.7 %
No, I do not support any continuation of existing sales tax	47	9.7 %
Total	485	100.0 %

Q27a. If YES to Question 27, how long would you support continuing the Parks and Recreation Sales Tax that is due to sunset in 2022?

Q27a. How long would you support continuing Parks & Recreation Sales Tax	Number	Percent
10 years	162	55.1 %
20 years	48	16.3 %
20+ years	68	23.1 %
Not provided	16	5.4 %
Total	294	100.0 %

WITHOUT NOT PROVIDED

Q27a. If YES to Question 27, how long would you support continuing the Parks and Recreation Sales Tax that is due to sunset in 2022? (without "not provided")

Q27a. How long would you support continuing Parks & Recreation Sales Tax	Number	Percent
10 years	162	58.3 %
20 years	48	17.3 %
20+ years	68	24.5 %
Total	278	100.0 %

Q28. Counting yourself, how many people in your household are...

	Mean	Sum
number	2.90	1425
Under 5 years	0.17	84
5-9 years	0.22	109
10-14 years	0.25	124
15-19 years	0.22	107
20-24 years	0.13	66
25-34 years	0.25	124
35-44 years	0.38	185
45-54 years	0.39	192
55-59 years	0.23	114
60-64 years	0.24	117
65-74 years	0.28	136
75+ years	0.14	67

Q29. What is your age?

Q29. Your age	Number	Percent
18-34	93	18.5 %
35-44	107	21.3 %
45-54	99	19.7 %
55-64	96	19.1 %
65+	97	19.3 %
Not provided	10	2.0 %
Total	502	100.0 %

WITHOUT NOT PROVIDED

Q29. What is your age? (without "not provided")

Q29. Your age	Number	Percent
18-34	93	18.9 %
35-44	107	21.7 %
45-54	99	20.1 %
55-64	96	19.5 %
65+	97	19.7 %
Total	492	100.0 %

Q30. Your gender:

Q30. Your gender	Number	Percent
Male	243	48.4 %
Female	255	50.8 %
Not provided	4	0.8 %
Total	502	100.0 %

WITHOUT NOT PROVIDED

Q30. Your gender: (without "not provided")

Q30. Your gender	Number	Percent
Male	243	48.8 %
Female	255	51.2 %
Total	498	100.0 %

Q31. How many years have you lived in the City of Blue Springs?

Q31. How many years have you lived in City of Blue Springs	Number	Percent
0-5	64	12.7 %
6-10	69	13.7 %
11-15	60	12.0 %
16-20	55	11.0 %
21-30	110	21.9 %
31+	123	24.5 %
Not provided	21	4.2 %
Total	502	100.0 %

WITHOUT NOT PROVIDED

Q31. How many years have you lived in the City of Blue Springs? (without "not provided")

Q31. How many years have you lived in City of Blue Springs	Number	Percent
0-5	64	13.3 %
6-10	69	14.3 %
11-15	60	12.5 %
16-20	55	11.4 %
21-30	110	22.9 %
31+	123	25.6 %
Total	481	100.0 %

Q32. What is your annual household income?

Q32. Your annual household income	Number	Percent
Under $25K	21	4.2 %
$25K-$49,999	57	11.4 %
$50K-$74,999	86	17.1 %
$75K-$99,999	93	18.5 %
$100K-$149,999	89	17.7 %
$150K+	45	9.0 %
Prefer not to answer	111	22.1 %
Total	502	100.0 %

WITHOUT NOT PROVIDED

Q32. What is your annual household income? (without "prefer not to answer")

Q32. Your annual household income	Number	Percent
Under $25K	21	5.4 %
$25K-$49,999	57	14.6 %
$50K-$74,999	86	22.0 %
$75K-$99,999	93	23.8 %
$100K-$149,999	89	22.8 %
$150K+	45	11.5 %
Total	391	100.0 %

Section 3
Survey Instrument

Blue Springs, Missouri
Parks & Recreation

A Few Minutes of Your Time Will Help Make the City of Blue Springs a Better Place to Live, Work and Play!

Dear City of Blue Springs Resident:

Your response to the enclosed survey is extremely important…
The City of Blue Springs is conducting a Community Survey to help establish the citizen's priorities for the potential development of community aquatic amenities, as well as two parkland parcels in Blue Springs. Your household was one of a limited number selected at random to receive this survey, therefore, it is very important that you participate.

We appreciate your time…
We realize that this survey will take approximately 10 minutes to complete, but each question is important. The time you invest in completing this survey will help us take a resident-driven approach to making decisions that will enrich the future of our community and positively affect the lives of our residents.

Please complete and return your survey within the next two weeks…
We have selected ETC Institute, an independent consulting company, as our partner to administer this survey. They will compile the data received and present the results to the City Council. **Your responses will remain confidential.** Please return your completed survey in the enclosed postage-paid envelope addressed to ETC Institute, 725 W. Frontier Circle, Olathe, KS 66061. If you prefer, you can complete the survey online at www.bluespringsparksurvey.org.

If you have any questions, please feel free to contact me at 816-228-0137. The Community Survey is a tool that will benefit all Blue Springs residents. Please take this opportunity to let your voice be heard!

Sincerely,

Carson Ross, Mayor
City of Blue Springs
903 W. Main St.
Blue Springs, Mo 64015

Dennis Dovel, Director
Blue Springs Parks and Recreation
903 W. Main St.
Blue Springs, Mo 64015

City of Blue Springs Aquatic and Parks Survey

The City of Blue Springs would like your input to help determine recreation and parks priorities for our community. When you are finished, please return your survey in the enclosed postage-paid, return-reply envelope. If you prefer, you can complete the survey online at www.bluespringsparksurvey.org. We greatly appreciate your time!

---

1. What are the priorities for your household when visiting a park? *(Check all that apply)*

____(01) Multipurpose rental facilities for birthday parties, receptions, meetings, etc.
____(02) Attend recreational youth sports
____(03) Attend competitive youth sports
____(04) Participate in recreational adult sports
____(05) Picnic
____(06) Playgrounds
____(07) Relax
____(08) Exercise – paved walking trails
____(09) Exercise – unpaved hiking trails
____(10) Exercise - equipment
____(11) Bicycle sports (trails, dirt path, BMX)
____(12) Court sports (tennis, pickleball, basketball)
____(13) Aquatic facilities
____(14) Accessible body of water/fishing
____(15) Nature areas
____(16) Shelter/picnic areas
____(17) Skateboard/inline skating
____(18) Dog parks
____(19) Equestrian facilities and trails
____(20) Attend festivals/events
____(21) Camping
____(22) Sledding/skating
____(23) Shooting range/archery
____(24) Other: _____
____(25) None; we don't visit parks

2. How well do existing City of Blue Springs parks meet the needs of your household?

____(1) Completely meets our needs
____(2) Mostly meets our needs
____(3) Partly meets our needs
____(4) Doesn't meet our needs

3. What are the primary reasons your household uses <u>active</u> park amenities outside of the City of Blue Springs? *[Active recreation refers to a structured individual or team activity that requires the use of special facilities, courses, fields, or equipment.]*

____(01) Better practice areas and equipment
____(02) Better game field conditions
____(03) Amenities (restrooms, concessions, shade, warm-up areas)
____(04) Proximity
____(05) Availability
____(06) Quality of existing facilities
____(07) Blue Springs doesn't offer active park amenities that meet our needs
____(08) Other: _____
____(09) We don't use active park amenities outside of the City of Blue Springs

4. What <u>active</u> park amenities would you use if located in Blue Springs?

_____

5. What are the primary reasons your household uses <u>passive</u> parks outside of the City of Blue Springs? *[Passive recreation refers to recreational activities that do not require prepared facilities like sports fields or pavilions. Passive recreational activities place minimal stress on a site's resources; as a result, they can provide ecosystem service benefits and are highly compatible with natural resource protection.]*

____(01) Better open spaces elsewhere
____(02) Quality and length of trails elsewhere
____(03) Better social gathering opportunities and events offered elsewhere
____(04) Unique or non-traditional passive park uses offered elsewhere
____(05) Blue Springs doesn't offer passive parks that meet our needs
____(06) Other: _____
____(07) We don't use passive park parks outside of the City of Blue Springs

6. What <u>passive</u> parks would you use if located in Blue Springs?

_____

7. For each of the following groups, please indicate whether you think it is Very Important, Somewhat Important or Not Important for the design of a new park to serve the group.

	Group	Very Important	Somewhat Important	Not Important	Don't Know
01.	Families	3	2	1	9
02.	Seniors (ages 60 and older)	3	2	1	9
03.	Adults (ages 25-59)	3	2	1	9
04.	Young Adults (ages 18-24)	3	2	1	9
05.	Teenagers	3	2	1	9
06.	Youth	3	2	1	9

8. Using the list below, please select the FIVE activities your household would like to do most. *[Write in your answers below using the numbers from the list below, or circle "NONE."]*

(01) Walking for pleasure (nature)
(02) Walking for pleasure (paved paths)
(03) Jogging/Running
(04) Bicycling for pleasure (dirt path)
(05) Bicycling for pleasure (paved paths)
(06) Dog walking
(07) Playground (visit/play)
(08) Festivals or fairs
(09) Rectangle field sports (soccer, football, lacrosse, field hockey)
(10) Diamond field sports (baseball, softball)
(11) Court sports (tennis, pickleball, basketball)
(12) Sand volleyball
(13) Hockey/inline sports
(14) Skateboarding
(15) Picnic
(16) Wildlife watching
(17) Outdoor spray ground
(18) Kayaking
(19) Ice skating
(20) Sledding
(21) Fishing
(22) Other: _____

1st: ____ 2nd: ____ 3rd: ____ 4th: ____ 5th: ____ NONE

9. How often would your household use the following action sports and trending features at a new park?

	Feature	Daily	Weekly	Monthly	Less Than Once a Month	Wouldn't Use a New Park
01.	Zipline course	5	4	3	2	1
02.	Zorbing Hill	5	4	3	2	1
03.	Rock climbing	5	4	3	2	1
04.	Ice trail	5	4	3	2	1
05.	Ropes course	5	4	3	2	1
06.	Drone course	5	4	3	2	1
07.	RC Field	5	4	3	2	1
08.	Pump Track	5	4	3	2	1

10. How often would your household visit a new park if it had the amenities that you most prefer?

____(1) Daily
____(2) Weekly
____(3) Monthly
____(4) Less than once a month
____(5) Wouldn't use a new park

11. The following are some of the benefits that you and your household may receive from parks, trails, recreation facilities and services. For each potential benefit, please indicate your level of agreement with the benefits being provided by parks, trails, and recreation facilities by circling the corresponding number.

	Benefits	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	Don't Know
01.	Increase awareness of City history	5	4	3	2	1	9
02.	Improve physical fitness, health, and wellness	5	4	3	2	1	9
03.	Make Blue Springs a more desirable place to live	5	4	3	2	1	9
04.	Preserve open space and the environment	5	4	3	2	1	9
05.	Increase property values in surrounding area	5	4	3	2	1	9
06.	Improve mental health and reduce stress	5	4	3	2	1	9
07.	Increase opportunities for people of different cultures to interact	5	4	3	2	1	9
08.	Help attract new residents and businesses	5	4	3	2	1	9
09.	Help reduce crime	5	4	3	2	1	9
10.	Promote tourism to the City	5	4	3	2	1	9
11.	Encourage economic development within the community	5	4	3	2	1	9
12.	Other: _____	5	4	3	2	1	9

12. Is your household currently using any indoor or outdoor aquatic facilities?

____(1) Yes *[Answer Q12a-d.]* ____(2) No *[Skip to Q13.]*

12a. What type of aquatic facilities are you currently using?

____(1) Indoor ____(2) Outdoor ____(3) Both Indoor and Outdoor

12b. From the following list, please check ALL of the aquatic facilities that you and members of your household currently use.

____(1) City of Blue Springs
____(2) Private/HOA pool
____(3) YMCA
____(4) Schools
____(5) Neighboring cities
____(6) Other: _____

12c. How well do existing aquatic facilities meet the needs of your household?

____(1) Completely meets our needs
____(2) Mostly meets our needs
____(3) Partly meets our needs
____(4) Doesn't meet our needs

12d. Which ONE of the following statements best represents the primary reason that you use your current aquatic facility?

____(1) Reasonable user fees
____(2) Amenities
____(3) Proximity
____(4) Only one available
____(5) Customer service
____(6) No reason
____(7) Other: _____

13. Please check ALL of the following reasons that prevent you or members of your household from using aquatic facilities.

____(1) Too far to travel
____(2) Too expensive
____(3) Doesn't offer the programs I prefer
____(4) Doesn't offer the amenities I prefer
____(5) Too busy
____(6) Not interested
____(7) Other: _____

14. Listed below are features that could be incorporated into the design of a new aquatic center. For each one, please indicate approximately <u>how often</u> you and members of your household would use each of these features.

	Feature	Daily	Weekly	Monthly	Less Than Once a Month	Wouldn't Use the Aquatic Center
01.	Whirlpool/Hot Tub	5	4	3	2	1
02.	Warm water pool for swim lessons or therapy	5	4	3	2	1
03.	Area for water fitness	5	4	3	2	1
04.	Family-oriented warm water pool	5	4	3	2	1
05.	Outdoor seasonal leisure pool	5	4	3	2	1
06.	Sauna	5	4	3	2	1
07.	Steam room	5	4	3	2	1
08.	Lap lanes for recreational lap swimming	5	4	3	2	1
09.	Deep water area	5	4	3	2	1
10.	Outdoor Spray ground	5	4	3	2	1
11.	Competition swimming	5	4	3	2	1
12.	Other: _____	5	4	3	2	1

15. Which THREE of the features listed in Question 14 would your household USE MOST OFTEN if they were included in a new aquatic center? *[Write in your answers below using the numbers from the list in Question 14, or circle "NONE".]*

1st: ____ 2nd: ____ 3rd: ____ NONE

16. What is the MAXIMUM distance your household would travel to use a new aquatic center if it had the features you most prefer?

____(1) More than 20 minutes
____(2) 16 to 20 minutes
____(3) 11 to 20 minutes
____(4) 5 to 10 minutes
____(5) Wouldn't use the aquatic center

17. Which of the following would be your most preferred location for a new aquatic center?

____(1) Adjacent to other recreation amenities at the Blue Springs Fieldhouse
____(2) Gregory O. Grounds Park
____(3) Roscoe Righter Park (currently undeveloped)
____(4) Other: _____

18. For each of the following groups, please indicate whether you think it is Very Important, Somewhat Important or Not Important for a new aquatic center to serve the group.

	Group	Very Important	Somewhat Important	Not Important	Don't Know
01.	Families	3	2	1	9
02.	Seniors (ages 60 and older)	3	2	1	9
03.	Adults (ages 25-59)	3	2	1	9
04.	Young Adults (ages 18-24)	3	2	1	9
05.	Teenagers	3	2	1	9
06.	Youth	3	2	1	9

19. Please indicate the TWO purposes that best describe the reason your household would use a new aquatic center.

____(1) Fitness and exercise
____(2) Recreational swimming
____(3) Therapeutic purposes
____(4) Instructional classes
____(5) Competitive swimming
____(6) Other: _____
____(7) Wouldn't use the aquatic center

20. How often would your household visit a new <u>indoor aquatic center</u> if it had the features that you most prefer?

____(1) Daily
____(2) Weekly
____(3) Monthly
____(4) Less than once a month
____(5) Wouldn't use the aquatic center

21. How often would your household visit a new seasonal <u>outdoor aquatic center</u> if it had the features that you most prefer?

____(1) Daily
____(2) Weekly
____(3) Monthly
____(4) Less than once a month
____(5) Wouldn't use the aquatic center

22. What is your preferred way of paying to use a new aquatic center?

____(1) Single user day pass
____(2) Single user annual pass
____(3) Family day pass
____(4) Family annual pass
____(5) Multiple visit punch card
____(6) Don't know
____(7) Not willing to pay to use the center

23. What is the MAXIMUM amount you would be willing to pay for a <u>family monthly pass</u> for aquatics only, assuming this would allow access to both indoor and outdoor facilities (if both are available), and allows for up to six family members?

____(1) More than $55 per month
____(2) Up to $55 per month
____(3) Up to $45 per month
____(4) Up to $35 per month
____(5) Not willing to pay to use the center

23a. Would you be interested in a combined <u>family monthly pass</u> that includes the use of other recreation amenities at the Blue Springs Fieldhouse?

____(1) Yes ____(2) No ____(9) Don't Know

24. What is the MAXIMUM amount you would be willing to pay for a <u>single user season pass</u> for aquatics only, assuming this would allow access to both indoor and outdoor facilities (if both are available)?

____(1) Up to $100 per year
____(2) Up to $90 per year
____(3) Up to $80 per year
____(4) Up to $70 per year
____(5) Not willing to pay to use the center

24a. Would you be interested in a combined <u>single user season pass</u> that includes the use of other recreation amenities at the Blue Springs Fieldhouse?

____(1) Yes ____(2) No ____(9) Don't Know

25. Would you be interested in a <u>single user punch card</u> allowing a discounted daily admission rate for multiple visits to the aquatic center?

____(1) Yes ____(2) No ____(9) Don't Know

26. Compared to other priorities in the City of Blue Springs, how high of a priority is providing parks and recreation improvements in the City?

____(1) Very high priority
____(2) High priority
____(3) Medium priority
____(4) Low priority
____(5) Not sure

27. The Parks and Recreation Department currently receives funding from a 1/2-cent sales tax. Would you support continuing *with no tax increase* to the existing Parks Sales Tax to fund new aquatics facilities, parkland development and deferred parks maintenance?

____(1) Yes *[answer Q27a]*
____(2) Maybe, but I would need more information *[skip to Q28]*
____(3) No; I do not support any continuation of the existing sales tax *[skip to Q28]*

27a. If yes to Q27, how long would you support continuing the Parks and Recreation Sales Tax that is due to sunset in 2022?

____(1) 10 years ____(2) 20 years ____(3) More than 20 years

28. Counting yourself, how many people in your household are...

Under 5 years: ____	15 - 19 years: ____	35 - 44 years: ____	60 - 64 years: ____
5 - 9 years: ____	20 - 24 years: ____	45 - 54 years: ____	65 - 74 years: ____
10 - 14 years: ____	25 - 34 years: ____	55 - 59 years: ____	75+ years: ____

29. What is your age? _____ years

30. Your gender: ____(1) Male ____(2) Female

31. How many years have you lived in the City of Blue Springs? _____ years

32. What is your annual household income?

____(1) Under $25,000
____(2) $25,000 - $49,999
____(3) $50,000 - $74,999
____(4) $75,000 - $99,999
____(5) $100,000 - $149,999
____(6) $150,000 or more
____(7) Prefer not to answer

This concludes the survey – Thank you for your time!

Please return your completed survey in the enclosed return-reply envelope addressed to:
ETC Institute, 725 W. Frontier Circle, Olathe, KS 66061

Your responses will remain completely confidential. The address information printed to the right will ONLY be used to help identify areas with specific needs. Thank you.

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: May 6, 2025

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

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

ISSUE/REQUEST

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

BACKGROUND/JUSTIFICATION

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

Community Development Block Grant Advisory Committee:

Reappoint:	Susan Stokenbury, Planning Commission Rep.
	Ken Horrell, Park Commission Rep
	Jaime Russell, Downtown Review Board Rep
	Lyle Shaver, Downtown Alive! Rep
	Jaime Russell, Vice Chair
	Ken Horrell, Chair

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
May 19, 2025	April 30, 2026

STAFF RECOMMENDATION

N/A

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

N/A

REVIEWED BY:

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

CITY OF BLUE SPRINGS, MISSOURI

CITY COUNCIL
May 19, 2025

EXHIBITS FOR PUBLIC HEARING

UNIFIED DEVELOPMENT CODE TEXT AMENDMENTS RELATING TO BODY ART SERVICES (UDCT-04-25-9553)

EXHIBIT #1 City Council Information Form dated May 13, 2025 with the following attachments: Staff Report with attachments; Application with attachments; Affidavit of Publication in the Examiner on April 26, 2025; and Bill amending the Unified Development Code

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: May 13, 2025

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

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

ISSUE/REQUEST

A public hearing is being held at the request of the City of Blue Springs for consideration of amendments to the Unified Development Code (UDC) related to the definition of body art services. Upon conclusion of the public hearing, a Bill approving the amendments to the Unified Development Code, Section 404.240.E.2. DDC, Downtown Development Code, Uses Allowed By Conditional Use and amending Section 405.050.A.33. Body Art Services (UDCT-04-25-9553).

BACKGROUND/JUSTIFICATION

The current City Code does not allow Body Art Services as a land use in the Downtown Zoning District. Body Art Services have numerous Special Use Standards in the Unified Development Code related to the number of businesses allowed to operate in the City based upon the City's population, as well as setbacks to residential land uses, parks, schools and churches.

At the March 31, 2025 City Council work session, staff presented information related to the City's requirements for Body Art Services. At the conclusion of the discussion, Council directed staff to bring forward a City Code amendment to amend regulations to allow for more body art service providers, require annual proof of state licensing as part of the City's business licensing process and potentially to allow for Body Art Services in the Downtown Zoning District.

The proposed amendment to Section 404.240.E.2 DDC Downtown Development Code would allow Body Art Services in mixed-use and commercial building types in Downtown with approval of a Conditional Use Permit.

The proposed amendment to Section 405.050.A.33. Body Art Services would increase the number of available body art service businesses in the City by reducing the ratio of business to residents in the City from 1 per 15,000 residents to 1 per 6,000 residents; as well as, adding a requirement that evidence of State of Missouri licenses be included with the annual business license issuance by the City.

The City of Blue Springs adopted a Unified Development Code (UDC) in 1996 by passage of Ordinance No. 2738 on November 18, 1996. The Unified Development Code has been further amended since 2015 for maintenance purposes, as well as to respond to changing development patterns and keep up to date with current trends. Body Art Services regulations in the UDC were adopted by City Council on March 29, 2018 by Ordinance No. 4723.

The Development Advisory Commission met on April 22, 2025 and recommended approval of the proposed amendments and further recommended removing the limit of number of

establishments altogether.

The Planning Commission met on May 12, 2025 and recommended the proposed amendments and further recommended lowering ratio to 1 establishment per 5,000 residents.

One additional item that staff brought up at the Planning Commission meeting was to amend the population used to calculate the ratio from the decennial census to the official population adopted annually by the City.

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
May 20, 2025	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Development Advisory Commission
Date:	April 22, 2025
Action:	Recommended approval: 4-Aye, 0-No, with a further recommendation to remove any per capita ratio limits on Body Art Services
Name of Board or Commission:	Planning Commission
Date:	May 12, 2025
Action:	Recommended allowing Body Art Services as a Conditional Use in Downtown Development Code: 8-Aye, 0-No
	Recommended reducing the ratio from 1 establishment per 15,000 residents to 1 establishment per 5,000 residents: 6-Aye, 2-No
	Recommended requiring proof of a valid State license as part of the annual business license process: 8-Aye, 0-No

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Staff Report with Attachments, Affidavit of Publication in the Examiner on April 26, 2025,
2. Bill amending the Unified Development Code.

REVIEWED BY:

Requesting Director: ***Mike Mallon***	Budget: ***N/A***
Legal: ***James Newell***	City Administrator: ***Christine Cates***

PLANNING COMMISSION
STAFF REPORT

Meeting Date:	**May 12, 2025**
Case File Number:	**UDCT-04-25-9553**

Project Name:	**UDC Text Amendment – Body Art Services**
Type of Application:	**UDC Text Amendment**
Request:	UDC Amendment to Section 404.240. E. DDC, Downtown Development Code. Permitted Uses And Uses Allowed By Conditional Use and amending Section 405.050.35. Body Art Service

Applicant/Developer:	**City of Blue Springs/ City Staff**
Attachments:	**N/A**
Development Advisory Commission:	**April 22, 2025**
Planning Commission:	**May 12, 2025**
City Council:	**May 19, 2025**
Planner:	**Mike Mallon, Senior Director City Development**

BACKGROUND INFORMATION/SUMMARY:

The current City Code does not allow Body Art Services as a land use in the Downtown Zoning District. Body Art Services have numerous Special Use Standards in the Unified Development Code related to the number of businesses allowed to operate in the City based upon the City's population, as well as setbacks to residential land uses, parks, schools and churches.

At the March 31, 2025 City Council work session, staff presented information related to the City's requirements for Body Art Services. At the conclusion of the discussion, Council directed staff to bring forward a City Code amendment to amend regulations to allow for more body art service providers, require annual proof of state licensing as part of the City's business licensing process and potentially to allow for Body Art Services in the Downtown Zoning District. The proposed amendment to the Section 404.240.E. DDC Downtown Development Code would allow Body Art Services in mixed-use and commercial building types in Downtown with approval of a Conditional Use Permit. The proposed amendment to Section 405.050.35. Body Art Services would increase the number of available body art service businesses in the City by reducing the ratio of business to residents in the City from 1 per 15,000 residents to 1 per 6,000 residents; as well as, adding a requirement that evidence of State of Missouri licenses be included with the annual buisiness license issuance by the City.

PREVIOUS ACTIONS/APPROVALS:

- The City of Blue Springs adopted a Unified Development Code (UDC) in 1996 by passage of Ordinance No. 2738 on November 18, 1996.
- An amended Unified Development Code was adopted on August 3, 2015, by passage of Ordinance No. 4558.
- The Unified Development Code has been further amended since 2015 for maintenance purposes, as well as to respond to changing development patterns and keep up to date with current trends.
- Body Art Services regulations in the UDC were adopted by City Council on March 29, 2018 by Ordinance No. 4723.

The Development Advisory Commission recommended approval (4 aye, 0 no) of the UDC Text Amendments on April 22, 2025, with the additional recommendation that ratio of businesses to residents of the City be completely eliminated and therefore, there would be no cap or limit on the number of body art services providers in the City.

STAFF ANALYSIS

Text amendments ensure that the generally applicable laws in this Development Code reflect the broad public interest and long-range planning goals of the community, as reflected in the Comprehensive Plan. The City may determine that it is necessary from time to time to revise and update this Development Code to implement the Comprehensive Plan.

Section 403.020 of the UDC states a Text Amendment shall be reviewed according to the following criteria:

Review Criteria. All review bodies shall use the following criteria for review, recommendations and decisions on text amendments:

1. Whether the change is in accordance with the Comprehensive Plan, Design and Construction Manual, or any official plans or programs developed under the guidance of the Comprehensive Plan;

2. Whether such change is consistent with the purposes of this Development Code, and the intent or objectives of any Chapter or Subsection containing the change;

3. The areas that are most likely to be directly affected by the amendment and in what way they will be affected;

4. Whether the proposed amendment is made necessary because of changed or changing social values, new planning concepts or other social or economic conditions in the areas and zoning districts affected; and

5. The recommendations of professional staff.

Staff finds that the proposed UDC amendments meet the above criteria and therefore recommends approval of the UDC Text Amendments.

Staff recommends the proposed UDC Text Amendment.

PROPOSED UDC TEXT AMENDMENTS

Language to be added to the UDC is UNDERLINED; Language to be deleted from the UDC is shown as ~~STRICKEN~~.

Section 404.240. DDC, Downtown Development Code

E. Permitted Uses And Uses Allowed By Conditional Use. Within the area covered by the DDC, a wide variety of uses and structures, from residential to commercial, are allowed or allowed by conditional use. All conditional uses and structures must be approved by the Downtown Review Board. Structures shall be regulated by T-Zone.

2. Uses permitted by conditional use permit in mixed-use and commercial building types:
   (a) Group home — transitional living center.
   (b) Outdoor sales and services.
   (c) Haunted house.
   (d) Recreation and entertainment — outdoor.
   (e) Vehicle repair, limited.
   (f) Storage — residential warehouse.
   (g) Military service.
   (h) Transit facility.
   (i) Utility — major.
   (j) Parking lot — commercial.
   (k) Building/construction contractor.
   (l) Body Art Services

Section 405.050. Special Use Standards

33. Body Art Service. Body art services shall be subject to the following standards and requirements:

a. As a conditional use, body art services may not locate or expand any existing operation within five hundred (500) feet of any residential use or district, church, school or public park. The distance between these uses shall be measured in a straight line from the boundary of any property containing the body art service and the boundary of any property zoned residential or in use for a residential purpose, church, school, or public park.

b. No permit or license may be issued for a body art service establishment where it is determined that the total number of such facilities will exceed a population density factor of one (1) such establishment per ~~fifteen~~ six thousand (~~15~~ 6,000) residents based on the last decennial census. This shall not restrict multiple artists from co-locating in an establishment.

c. No permit or license shall be issued for a body art service establishment or body art service provider without providing evidence of licensing from the State of Missouri.

THE EXAMINER

AFFIDAVIT OF PUBLICATION

State of Florida, County of Broward, ss:

I, Edmar Corachia, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher 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:

Publication Dates:

- Apr 26, 2025

Printer's Fee: $98.05

Edmar Corachia

_____

Agent

SHERI SMITH
Notary Public - State of Florida
Commission # HH269383
Expires on May 31, 2026

VERIFICATION

State of Florida
County of Broward

Signed or attested before me on this: 04/28/2025

S Smith

_____

Notary Public

Notarized remotely online using communication technology via Proof.

PUBLIC NOTICE

Unified Development Code
Text Amendments
Body Art Services
UDCT-04-25-9533

An Ordinance amending Section 404.240. E. DDC, Downtown Development Code. Permitted Uses And Uses Allowed By Conditional Use and amending Section 405.050.35. Special Use Standards - Body Art Service

Notice is hereby given that a public hearing will be held by the Planning Commission of the City of Blue Springs on **Monday, May 12, 2025** in the Council Chambers of the Howard L. Brown Public Safety Facility at 1100 SW Smith Street for the purpose of hearing interested parties and citizens on the requests by the City of Blue Springs to amend the Sections of the Unified Development Code noted above. Interested parties may view the application materials on file by contacting the Community Development Department via email at ComDevLegal@bluespringsgov.com or at City Hall at 903 W Main Street, Blue Springs, MO.

CITY OF BLUE SPRINGS
Planning Commission

The City Council of the City of Blue Springs will also hold a public hearing on the above noted Sections of the Unified Development Code UDCT-04-25-9553, on **Monday, May 19, 2025, at 6:00 p.m.** in the Council Chambers of the Howard L. Brown Public Safety Facility to consider the application and the recommendation of the Planning Commission.

CITY OF BLUE SPRINGS
City Council

Published in the Examiner, Apr 26, 2025

3409030

RETURN TO
Director of Community Development
City Hall Annex - 903 Main
Blue Springs, Missouri 64015
816-228-0207
FAX 816-228-0225
Return no later than
Friday – Noon – Cutoff
comdevlegal@bluespringsgov.com
www.bluespringsgov.com

OFFICE USE ONLY – *Updated Feb. 13, 2020*

FILING FEE: $500.00 (Non-Refundable)

CASE NO. **UDCT-**_____

CK # _____

P.C. HEARING _____

DATE ADVERTISED _____

COUNCIL MTG. _____

Revenue Account: 100.00000.430 100.000

Planner: _____

UNIFIED DEVELOPMENT CODE TEXT AMENDMENT APPLICATION FORM

Application is hereby made to the Planning Commission and the City Council of the City of Blue Springs Missouri for a text amendment to the city's Unified Development Code.

APPLICANT: City of Blue Springs DATE: 4/19/25

(Please Print)
ADDRESS: 903 W. Main Street PHONE: _____

CITY/STATE/ZIP: Blue Springs, MO 64015 FAX: _____

TEXT AMENDMENT REQUESTED

Chapter _____ Section _____ Title _____

PROPOSED CHANGE IN TEXT:

Change to 404.240, Downtown Development Code. E. 2. Uses allowed by Conditional Use Permit

Change to 405.050 Special Use Standards: 33. Body Art Service

PURPOSE FOR WHICH AMENDMENT IS SOUGHT:

To increase the number of allowed Body Art Service establishments allowed in the City from 1/15,000 residents to 1/6,000 residents

To allowd Body Art Service establishments in the Downtown Development Code with a Conditional Use Permit

_____

Signature

APPLICANT NOTICE:

Effective January 1, 2008, all applications requiring public notices will be charged for the cost of required notice(s) published in the newspaper of record.

Applications Affected:

Annexation

De-Annexation

Rezoning

PUD Concept Plan

PRO Concept Plan

UDC Text Amendment

Conditional Use Permit

Variance

Vacation

Appeal of Administrative Decision

Redevelopment Modification Plan

Introduced by Councilmember _____ BILL NO. 5315

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 404.240.E.2, DDC, DOWNTOWN DEVELOPMENT CODE, USES ALLOWED BY CONDITIONAL USE AND AMENDING SECTION 405.050.A.33, SPECIAL USE STANDARDS - BODY ART SERVICE OF THE UNIFIED DEVELOPMENT CODE

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

WHEREAS, City Staff is committed to bringing forward amendments to the Code of Ordinances, City of Blue Springs, Missouri as needed; and

WHEREAS, the issue of Body Art Service regulations, and in particular, the growing popularity of microblading services and the restriction on the number of body art services allowed in the City have increased in recent years; and

WHEREAS, the City recognizes that the existing Body Art Service regulations that were adopted in 2018 may not be adequately responding to the retail and service needs of residents and businesses in the City; and

WHEREAS, staff believes the proposed amendments are necessary because of changed or changing social values and other social or economic conditions in the areas and zoning districts affected.

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

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

Section 1. That Section 404.240.E.2, DDC, Downtown Development Code of the Code of Ordinances, City of Blue Springs, Missouri, is hereby amended to read as follows:

E. Permitted Uses And Uses Allowed By Conditional Use. Within the area covered by the DDC, a wide variety of uses and structures, from residential to commercial, are allowed or allowed by conditional use. All conditional uses and structures must be approved by the Downtown Review Board. Structures shall be regulated by T-Zone.

2. Uses permitted by conditional use permit in mixed-use and commercial building types:
   (a) Group home — transitional living center.
   (b) Outdoor sales and services.
   (c) Haunted house.
   (d) Recreation and entertainment — outdoor.

(e) Vehicle repair, limited.
(f) Storage — residential warehouse.
(g) Military service.
(h) Transit facility.
(i) Utility — major.
(j) Parking lot — commercial.
(k) Building/construction contractor.
(l) Body Art Services

Section 2. That Section 405.050.A.33 Special Use Standards, Body Art Services, of the Code of Ordinances, City of Blue Springs, Missouri, is hereby amended to read as follows:

33. Body Art Service. Body art services shall be subject to the following standards and requirements:

a. As a conditional use, body art services may not locate or expand any existing operation within five hundred (500) feet of any residential use or district, church, school or public park. The distance between these uses shall be measured in a straight line from the boundary of any property containing the body art service and the boundary of any property zoned residential or in use for a residential purpose, church, school, or public park.

b. No permit or license may be issued for a body art service establishment where it is determined that the total number of such facilities will exceed a population density factor of one (1) such establishment per ~~fifteen~~ six thousand (~~15~~ 6,000) residents based on the ~~last decennial census~~ official population adopted annually by the City Council. This shall not restrict multiple artists from co-locating in an establishment.

c. No permit or license shall be issued for a body art service establishment or body art service provider without providing evidence of licensing from the State of Missouri.

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 19th day of May 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Megan Rodgers, Deputy City Clerk

1st Reading: _____
2nd Reading: _____

CITY OF BLUE SPRINGS, MISSOURI

CITY COUNCIL
May 19, 2025

EXHIBITS FOR PUBLIC HEARING

B LASHED INK
CONDITIONAL USE PERMIT
(CUP-04-25-9553)

EXHIBIT #1 City Council Information Form dated May 13, 2025 with the following attachments: Staff Report with attachments; Site Location Map; Site Location Zoning Map; Applicant Narrative; Planning Application; Affidavit of Publication in the Examiner on April 26, 2025; 185-foot Notification Map; Name/addresses of property owners within 185 ft of the site; Copy of letter sent to said property owners; and Bill approving the Conditional Use Permit with Alternative Development Standards

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: May 13, 2025

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, Brittany Manney, B Lashed Ink, to approve a Conditional Use Permit with Alternative Development Standards (CUP-04-25-9533) allowing body art/microblading services in Downtown Zoning District "T-5" within 500 feet of residential use and a church.

BACKGROUND/JUSTIFICATION

The applicant is requesting approval of a Conditional Use Permit (CUP-04-25-9553) to operate a beauty studio B Lashed Ink at 103 SW 7 HWY, Unit E. Services offered include microblading, which is a type of body art service. The Conditional Use permit is required to allow body art services within the Downtown Development Code.

The applicant is also seeking approval of Alternative Development Standards with the Conditional Use Permit to waive the minimum 500-foot separation requirement from residential uses and a church. The property is zoned, "T5" Urban Center which is defined as a higher-density, mixed-use area typically located near the center of a pedestrian shed or along corridors.

In the state of Missouri, microblading is defined as a form of body art that involves the use of a handheld tool to implant pigments into the skin, creating semi-permanent eyebrow enhancements. Under Missouri Revised Statutes Chapter 324, microblading falls under the regulation of tattooing and body art services, and practitioners must be licensed by the Missouri Division of Professional Registration-Office of Tattooing, Body Piercing, and Branding. Individuals performing microblading are required to meet specific training, hygiene, and facility standards to ensure public health and safety.

A Unified Development Code Text Amendment (UDCT-04-25-9553) Body Art Code Amendment is currently being proposed. This amendment seeks to increase the number of permitted Body Art Services establishments in the City of Blue Springs. In addition, the amendment proposes to allow Body Art Service establishments within the Downtown Development Code in Commercial and mixed-use buildings with a Conditional Use Permit.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
May 19, 2025	N/A

STAFF RECOMMENDATION

Staff recommends approval of the Conditional Use Permit with Alternative Development Standards subject to the following conditions:

1. Approval based on the representations of any drawings presented as part of this application does not waive any requirements or development standards contained in the UDC unless otherwise specified by the following Alternative Development Standards:
   a. The Conditional Use Permit allows the "Body Art Service" land use to be allowed in accordance with the Special Use Standards Section 405.050.A.33 at the property addressed 103 SW MO-7 HWY, with waiver of 500-feet separation to residential uses and church use.
2. Approval of this Conditional Use Permit with Alternative Development Standards is contingent upon the adoption of Unified Development Code Text Amendment (UDCT-04-25-9553), which must be approved to permit Body Art Services as a conditional use within Downtown Commercial and Mixed-Use building types under the Downtown Development Code.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Planning Commission
Date:	Public Hearing May 12, 2025
Action:	Recommended approval of the Conditional Use Permit with Alternative Development Standards with conditions: 8 Aye, 0 No

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Staff Report with attachments, Site Location Map; Site Location Zoning Map; Applicant Narrative; Planning Application; Affidavit of Publication in the Examiner on April 26, 2025; 185-foot Notification Map; Name/addresses of property owners within 185 ft of the site; Copy of letter sent to said property owners
2. Bill approving the Conditional Use Permit with Alternative Development Standards.

REVIEWED BY:

Requesting Director: ***Mike Mallon***	Budget: ***N/A***
Legal: ***James Newell***	City Administrator: ***Christine Cates***

PLANNING APPLICATION REVIEW STAFF REPORT

Meeting Dates:	Planning Commission: May 12, 2025 City Council: May 19, 2025
Project Name:	***B Lashed Ink***
Site Location:	103 SW 7 HWY Unit E
Project Request:	CUP-04-25-9533; Conditional Use Permit with Alternative Development Standards allowing body art/microblading services use in Downtown Zoning District T-5 within 500 feet of residential use and a church.

Applicant: Brittany Manney | B Lashed Ink
Property Owner: Kim Compton | 2Twenty2 LLC Property Owner
Staff Planner: Shantele Frie | Associate Planner

Project Description: The applicant is requesting approval of a Conditional Use Permit (CUP) to operate their beauty studio, B Lashed Ink, offering microblading services at 103 SW 7 HWY, Unit E. The Conditional Use Permit is required to allow body art services within the Downtown Commercial District. In conjunction with this request, the applicant is seeking approval of Alternative Development Standards to waive the minimum 500-foot separation requirement from residential uses and a church. The "T5" Urban Center is defined as a higher-density, mixed-use area typically located near the center of a pedestrian shed or along corridors.

A proposed Unified Development Code Text Amendment, UDCT-04-25-9554-Body Art Code Amendment, is currently being proposed. This amendment seeks to increase the number of permitted Body Art Service Establishments in the City from one per 15,000 residents to one per 6,000 residents. In addition, the amendment proposes to allow Body Art Service establishments within the Downtown Development Code in commercial and mixed use buildings.

In the state of Missouri, microblading is defined as a form of body art that involves the use of a handheld tool to implant pigment into the skin, creating semi-permanent eyebrow enhancements. Under Missouri Revised Statutes Chapter 324, microblading falls under the regulation of tattooing and body art services, and practitioners must be licensed by the Missouri Division of Professional Registration-Office of Tattooing, Body Piercing, and Branding. Individuals performing microblading are required to meet specific training, hygiene, and facility standards to ensure public health and safety.

Staff Recommendation: Staff recommends approval of the Conditional Use Permit with conditions. Conditions are identified at the end of this report.

Previous Actions:

Date	Review Body	Action
04/02/2007	City Council	Rezoning property from Central Business District (CB), Single-Family Residential District (SF-7), Service/Office District (SO), and General Business District (GB) to Sub-Urban District (T3), General Urban District (T4), Urban Center District (T5) and Civic Space Zone District (CS)

03/26/2007	Planning Commission	Recommended approval of the Downtown Rezoning: Central Business District (CB), Single-Family Residential District (SF-7), Service/Office District (SO), and General Business District (GB) to Sub-Urban District (T3), General Urban District (T4), Urban Center District (T5) and Civic Space Zone District (CS)

Adjacent Properties:

Direction	Current Zoning	Current Land Use(s)
North:	Right-of-Way "T5"-Urban Center District	W Main Street US Bank
South:	"T5" Urban Center District	Vacant Lot
East:	Right-Of-Way "GB''-General Business	MO-7 HWY Midwest Auto Services
West:	"T4" General Urban District	Single-Family Residential

CONDITIONAL USE PERMIT ANALYSIS

A Conditional Use Permit (CUP) provides flexibility for different uses within a zoning district and allows the potential for additional uses that due to their varying design and operational characteristics of the use or due to conditions in the area are not generally appropriate in that district but require a case-specific review to determine the compatibility in a specific context and location.

Preservation: The site is currently developed and the applicant is not requesting to modify it further.

Phasing: There is no further development proposed at this time

Streets & Sidewalks: The site is not being developed; therefore, street and sidewalk requirements are not applicable.

Traffic: A Traffic Impact Study is not required for this project.

Stormwater: There is no development with the CUP; therefore, it does not impact existing stormwater runoff.

Sanitary Sewer: There are no expected impacts on the sanitary sewer system since no additional development is proposed.

Land Use: The existing land use of this property is commercial business within a shopping center.

Special Use Standards: Per UDC Section 405.050(33) the following regulations shall apply to all Body Art Service. Body art services shall be subject to the following standards and requirements:

a. As a conditional use, body art services may not be located or expand any existing operation within five hundred (500) feet of any residential use or district, church, school or public park. The distance between these uses shall be measured in a straight line from the boundary of any property containing the body art service and the boundary of any property zoned residential or in use for a residential purpose, church, school, or public park.

Staff Response: The shops located at the shopping center at 7 Highway and Main Street share a common western property line with an adjacent parcel which land use is residential.

b. No permit or license may be issued for a body art service establishment where it is determined that the total number of such facilities will exceed a population density factor of one (1) such establishment per fifteen thousand (15,000) residents based on the last decennial census. This shall not restrict multiple artists from co-locating in an establishment.

Staff Response: Staff is currently addressing a proposed Unified Development Code amendment related to the population density requirement for body art services within the City of Blue Springs.

Building Typology: Since development is not proposed, building typology is not applicable.

Parking: The parking is established with the existing shopping center.

Pedestrian Access: The applicant is not proposing to modify the site; therefore, they are asking to waive the requirement.

Architectural Character: Architectural character is not applicable since there is no proposed development.

Frontage & Landscaping: The property is not being developed, there is existing vegetation on W Main Street and 7 Hwy.

Signage: Any signs will be reviewed through an Administrative Sign Permit so long as they meet the Sign Code.

Review Criteria: *A Conditional Use Permit shall be reviewed according to the following criteria:*

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

   STAFF RESPONSE: The application brings the existing use into conformance with code. The conditional use permit is necessary to allow for body art services in Downtown Zoning Districts.

2. Compliance of any proposed development with the requirements of this Development Code.

   STAFF RESPONSE: No additional development is being proposed; therefore, compliance with the development code is not required.

3. Whether any additional site-specific conditions are necessary to meet the purposes and intent of this Development Code and the intent or design objectives of any applicable Subsections of this Development Code.

STAFF RESPONSE: There are no site-specific conditions necessary to meet the purposes and intent of this development Code.

4. The impact on the public realm, including the design and functions of streetscapes and relationships of building and site elements to the streetscape.

   STAFF RESPONSE: Staff does not believe there will be an impact on the public realm since development is not proposed. There are no proposed changes to the functions of streetscapes and relationships of building and site elements.

5. The adequacy of drainage, utilities, and other public facilities.

   STAFF RESPONSE: Utilities and drainage structures exist at and near this site. There are no proposed changes or additions, and the existing facilities will be able to handle the proposed demand.

6. Compatibility with the character of the area in terms of building scale, building form, landscape and site design.

   STAFF RESPONSE: This is an existing developed site with no substantial modifications being proposed.

7. Compatibility with the area in terms of operating characteristics such as hours of operation, visible and audible impacts, traffic patterns, intensity of use as proposed or foreseeable, and other potential impacts on adjacent property.

   STAFF RESPONSE: The proposed use is compatible in nature with the existing uses of neighboring properties. Staff does not foresee negative impacts on adjacent properties.

8. The application will not prevent development and use of the neighboring property in accordance with the applicable development regulations.

   STAFF RESPONSE: The application does not pose a risk to preventing development as required by the Unified Development Code.

9. The long-range plans applicable to the site and surrounding area are not negatively impacted considering the permanence of the proposed use, the permanence of existing uses in the area, and any changes in character occurring in the area.

   STAFF RESPONSE: The long-range plans for this site and area are not negatively impacted.

10. The recommendations of professional staff.

    STAFF RESPONSE: Staff recommends approval of the Conditional Use Permit with Alternative Development Standards with conditions listed below.

Findings of fact identifying and evaluating all factors relevant to the application shall be made part of the public record. Approval shall be subject to those specific facts and any additional conditions made as part of the review and approval. Any amendment to a conditional use permit shall require the same process as the original approval.

STAFF RECOMMENDATION:

Staff recommends approval of the Conditional Use Permit application subject to the following conditions:

1. Approval based on the representations of any drawings presented as part of this application does not waive any requirements or development standard contained in the UDC unless otherwise specified by the following Alternative Development Standards:
    a. The Conditional Use Permit allows the "Body Art Service" land use to be allowed in accordance with the Special Use Standards Section 405.050 (33) at the property addressed 103 SW MO-7 HWY.
2. Approval of this Conditional Use Permit is contingent upon the adoption of Unified Development Code Text Amendment UDCT-04-25-9554, which must be approved to permit Body Art Services as a conditional use within Downtown Commercial Building types under the Downtown Development Code.



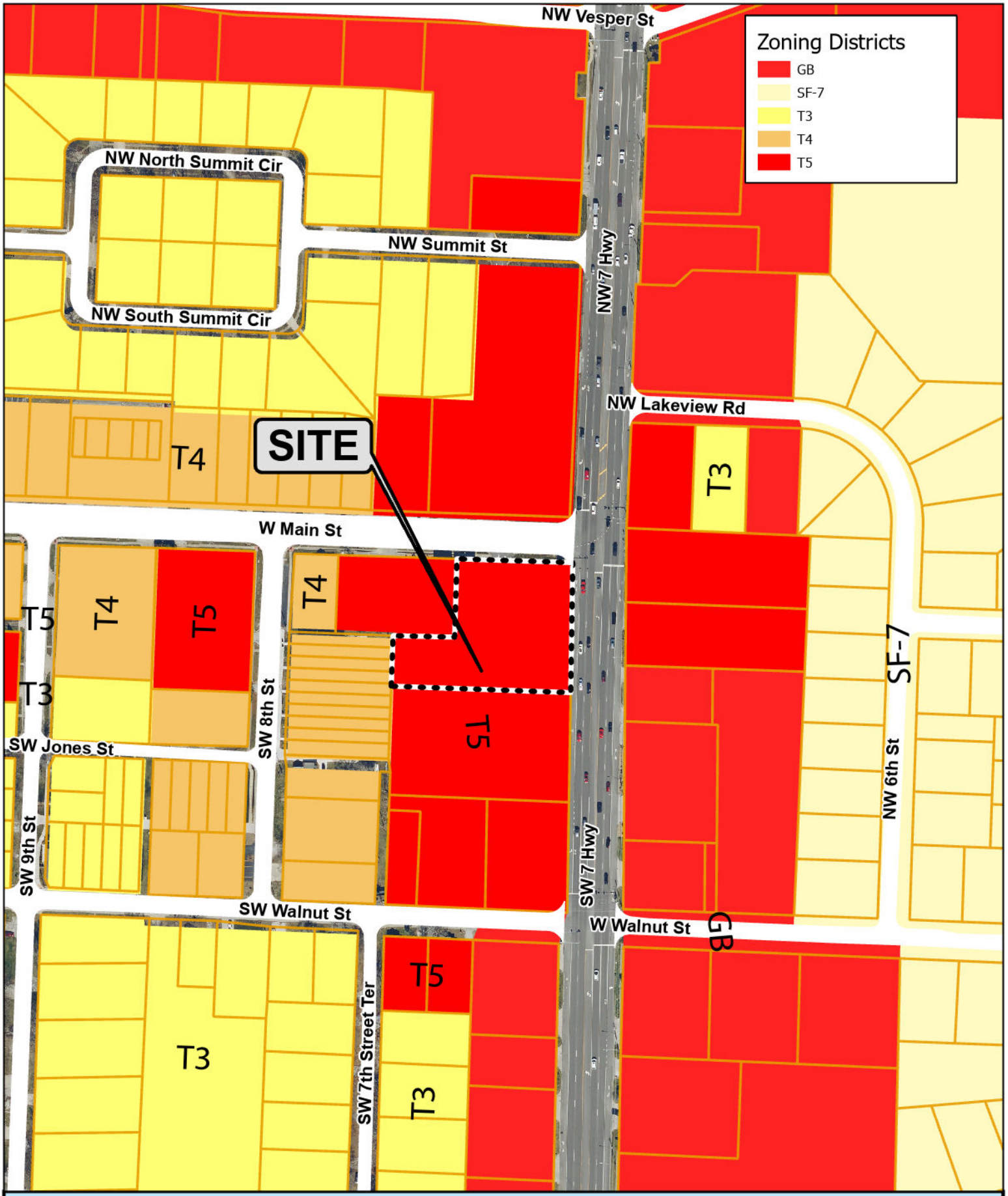
The City of Blue Springs Missouri

CUP-04-25-9533
103 SW 7 HWY Unit E
Parcel # 36-920-11-24-00-0-00-000
AERIAL LOCATION MAP

N

1 inch = 200 feet

Date: 04/22/25



The City of Blue Springs Missouri

CUP-04-25-9533
103 SW 7 HWY Unit E
Parcel # 36-920-11-24-00-0-00-000
SITE LOCATION & ZONING MAP

N
1" = 200 ft

Date: 04/22/25

Conditional Use Permit Speech for B Lashed Ink

Hello, members of the Planning Commission and community. My name is Brittany Manney, and I am the proud owner of B Lashed Ink, a beauty studio dedicated to helping people look and feel their best through permanent makeup services like microblading, ombré powder brows, lip blushing, and lash enhancements.

I appreciate the opportunity to speak with you today about my business and how it fits seamlessly into the Blue Springs community. While permanent makeup does involve tattooing techniques, it is fundamentally different from traditional body art—and I want to clarify those differences.

More importantly, I want to show you how B Lashed Ink is not just a business but a service that enhances confidence, simplifies routines, and helps people who struggle with makeup application—especially mature clients and those with physical limitations.

The Difference Between Permanent Makeup & Traditional Tattoos

I know when people hear the word “tattoo,” they may picture something very different from what I do at B Lashed Ink. Permanent makeup is not body art—it’s a specialized cosmetic service designed for natural-looking enhancements.

1. Different Tools & Techniques

- A traditional tattoo is applied with a coil or rotary machine, embedding ink deep into the skin for a bold, lifelong design.
- Permanent makeup is gentler and more refined, using micropigmentation machines or manual microblading tools that deposit pigment at a much shallower depth. This results in a soft, natural effect rather than a heavy, dramatic tattoo.

2. Different Pigments

- Traditional tattoo ink is designed to last forever, often fading into blue or green tones over time.
- Permanent makeup pigments are formulated for a more subtle fade, lasting 1-3 years before naturally breaking down. This allows for adjustments as facial features change over time.

3. Different Purpose & Clientele

- Traditional tattoos are about self-expression and art, often covering large areas of the body.

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- Permanent makeup is for enhancing natural beauty—it helps define brows, restore lip color, and create the illusion of fuller lashes. Many of my clients are working professionals, parents, or individuals with limited mobility who struggle with daily makeup application.

4. A Professional, Spa-Like Setting

- Unlike a tattoo parlor, my studio is quiet, private, and appointment-only—it's more like a medspa or esthetician office than a walk-in tattoo shop.

- We follow strict health and sanitation guidelines, ensuring a sterile, controlled environment.

This is why B Lashed Ink does not contribute to the common concerns associated with traditional tattoo shops, such as high foot traffic, walk-ins, loitering, or noise. Instead, we provide a boutique, professional experience tailored to each client.

How Permanent Makeup Helps Mature Clients & Those with Limited Mobility

One of the most rewarding aspects of my work is helping people who physically struggle with applying makeup—especially mature clients and individuals with medical conditions like arthritis, Parkinson's, or vision loss.

For many women, brows thin with age, hands become less steady, and eyesight makes eyeliner nearly impossible to apply. Permanent makeup is not just a beauty service—it's a life-changing solution that restores confidence and simplifies daily routines.

Real Stories from My Clients:

- One of my clients, a 73-year-old woman with arthritis, told me, "Brittany, I haven't been able to do my brows for years. Now, I wake up and feel like myself again."

- Another client, a busy grandmother, shared that permanent eyeliner saved her 30 minutes every morning—time she now spends with her grandkids instead of struggling in front of a mirror.

- A breast cancer survivor who lost her brows and lashes due to chemotherapy said her new brows gave her back the confidence cancer took away.

These are the real-life transformations that happen at B Lashed Ink.

The Proposed Use & Intensity of Development

B Lashed Ink is a low-traffic, appointment-only business. We serve one client at a time, ensuring a calm and private experience. This means:

- No crowds or lines

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- No walk-ins
- No excessive noise or disruption to neighboring businesses

Our services do not require any structural modifications or new infrastructure—we fit seamlessly within our existing commercial space.

Alignment with the Zoning District & Compliance with the UDC

B Lashed Ink operates in a way that is fully compliant with the Unified Development Code (UDC).

- We meet all sanitation, licensing, and health regulations.
- We do not cause excessive foot traffic or congestion.
- We fit naturally among other personal care services like salons, estheticians, and medspas.

Our business enhances the commercial district by offering a professional, high-quality service that keeps residents spending locally rather than traveling out of town for specialized beauty treatments.

What Clients Say About B Lashed Ink

B Lashed Ink is known for its exceptional service, professionalism, and client experience. We have a 5-star rating on Google with hundreds of reviews from happy clients.

Client Testimonials:

- “Brittany is an absolute artist! My brows have never looked better, and I feel confident even without makeup.”
- “I was so nervous at first, but Brittany explained everything and made me feel at ease. My lip blushing results are beyond what I imagined!”
- “I drive over an hour just to see Brittany. Her expertise and attention to detail are unmatched.”

My business is built on trust, quality, and care—and my clients love that they can receive safe, customized treatments in a professional environment right here in Blue Springs.

Traffic, Parking, & Public Impact

Because B Lashed Ink is appointment-only, we do not cause congestion or parking issues. Clients arrive at designated times, ensuring a steady, predictable flow of traffic.

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- We have adequate parking on-site.
- We do not require additional city infrastructure.
- We do not create noise, loitering, or excessive public activity.

Long-Term Compatibility with the Community

As permanent makeup continues to grow in popularity, B Lashed Ink will remain a trusted, high-quality service provider in Blue Springs.

Approving this Conditional Use Permit would:

- Keep residents spending locally instead of seeking services elsewhere.
- Attract clients from surrounding areas, boosting local businesses.
- Support an industry that helps people—especially mature clients—regain their confidence.

We do not disrupt the community—we enhance it by offering a discreet, high-end service that aligns with the commercial and professional district.

B Lashed Ink is not a traditional tattoo shop—it is a specialized, appointment-based beauty studio that provides a valuable and confidence-boosting service to the people of Blue Springs.

- We are a low-traffic, quiet business that fits within the personal care industry.
- We are fully compliant with city regulations and do not burden public resources.
- We maintain a 5-star reputation, with clients who appreciate our expertise and professionalism.

By granting this Conditional Use Permit, the City of Blue Springs will be supporting a responsible, community-focused business that is committed to serving clients in a safe, sterile, and professional setting.

Thank you for your time and consideration—I am happy to answer any questions.

Brittany Manney

B Lashed Ink

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03/10/2025 11:21:11 AM

The City of Blue Springs Missouri

Planning Application

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

OFFICE USE ONLY – *Updated 10-13-2020*	
CASE #:	CUP-04-25-9533
PC MEETING:	5.12.2025
CC MEETING:	5.19.2025
BOA MEETING:	
NEWSPAPER:	4.26.2025
NOTICE LETTERS:	4.25.2025
PLANNER:	

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

B Lashed Ink

Project Name

103 MO-7 Suite E Blue Springs MO 64014

Project Address (Parcel ID if No Address Assigned or Multiple Addresses) | **Legal Description (attach as a separate page if too large)**

Existing Zoning	Existing Land Use	Proposed Zoning	Proposed Land Use	Total Acreage	# of Proposed Lots

APPLICATION (*check all that apply*)

LAND USE
- ☐ Conditional Use
- ☐ Rezoning
- ☐ General Development Plan

LAND SUBDIVISION
- ☐ Preliminary Plat
- ☐ Final Plat
- ☐ Administrative Plat

MASTER PLANS
- ☐ PD Concept Plan
- ☐ PD Final Plan
- ☐ PUD Concept Plan-Amended
- ☐ PUD Final Plan
- ☐ PRO Concept Plan-Amended
- ☐ PRO Final Plan
- ☐ Redevelopment Modification Plan

SITE DEVELOPMENT
- ☐ Appearance Review
- ☐ Site Plan/Design Review (SPDR)
- ☐ PD Final Plan / SPDR
- ☐ PUD Final Plan / SPDR
- ☐ Administrative SPDR

SIGNAGE
- ☐ Master Sign Plan
- ☐ Administrative Sign Plan
- ☐ Appeal for Minor Sign Adjustment

OTHERS
- ☐ Vacation
- ☐ Variance
- ☐ Alternative Dev. Standards

APPLICANT & PROPERTY OWNER INFORMATION

Name of Applicant	Company	Phone	Email Address
Brittany Manney	B Lashed Ink	8167662005	Blashedink@gmail.com

Address	City	State	Zip Code
903 W. Main Street	Blue Springs	MO	64014

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 _____ 4/1/2025

Applicant Signature | **Date**

Name of Property Owner	Phone	Email Address
Brittany Manney	8167662005	
Kim Compton		

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 _____

Property Owner Signature | **Date**

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THE EXAMINER

AFFIDAVIT OF PUBLICATION

State of Florida, County of Broward, ss:

I, Edmar Corachia, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher 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:

Publication Dates:

- Apr 26, 2025

Printer's Fee: $114.95

Edmar Corachia

_____

Agent

SHERI SMITH
Notary Public - State of Florida
Commission # HH269383
Expires on May 31, 2026

VERIFICATION

State of Florida
County of Broward

Signed or attested before me on this: 04/28/2025

S Smith

_____

Notary Public

Notarized remotely online using communication technology via Proof.

PUBLIC NOTICE

Conditional Use Permit
CUP-04-25-9533
"B Lashed Ink"
103 SW 7 HWY Unit E
Parcel #
36-920-11-24-00-0-00-000

Notice is hereby given that a public hearing will be held by the Planning Commission of the City of Blue Springs on **Monday, May 12, 2025 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, Brittany Manney, B Lashed Ink, on behalf of the property owner, Kim Compton, for approval of a Conditional Use Permit allowing body art/microblading uses on 1.07 +/- acres at 103 SW 7 HWY Unit E. 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:

SEC-31 TWP-49 RNG-30---PT SW 1/4 NW 1/4 DAF: BEG SE COR SW 1/4 NW 1/4 TH N 580' MOL TH W 34' MOL TO TRU POB TH S 208' MOL TH W 283' MOL TH N 82' MOL TH E 94.64' TH N 125' TH E 185' MOL TO TRU POB

CITY OF BLUE SPRINGS
Planning Commission
By: Shantele Frie,
Associate Planner

The City Council of the City of Blue Springs will also hold a public hearing on the above noted Conditional Use Permit/ CUP-04-25-9533 on **Monday, May 19, 2025 at 6:00 p.m.** in the Council Chambers of the Howard L. Brown Public Safety Facility to consider the application and the recommendation of the Planning Commission.

CITY OF BLUE SPRINGS
City Council

Published in the Examiner, Apr 26, 2025

3408630



The City of Blue Springs Missouri

CUP-04-25-9533
103 SW 7 HWY Unit E
Parcel # 36-920-11-24-00-0-00-000
185' NOTIFICATION MAP

N

1 inch = 200 feet

Date: 04/22/25

OBJECTID	Name	Situs Address	Situs City	Situs Zip	Situs State	Owner Info	Owner Address
1	36-920-11-14-00-0-00-000	705 SW WALNUT ST	BLUE SPRINGS	64015	MO	DROST ROBERT B & JOANNE J	308 NE DUNCAN RD BLUE SPRINGS, MO 64014
2	36-920-11-21-00-0-00-000	710 W MAIN ST UNIT A	BLUE SPRINGS	64015	MO	B&W INVESTMENT PROPERTIES LLC	23410 E STRODE RD BLUE SPRINGS, MO 64015
3	36-920-11-22-00-0-00-000	211 SW 7 HWY	BLUE SPRINGS	64015	MO	RAMIREZ FAMILY PARTNERSHIP LTD	8900 INDIAN CREEK PKWAY SPC 100 OVERLAND PARK, KS 66210
4	36-920-12-05-00-0-00-000	630 NW LAKEVIEW RD	BLUE SPRINGS	64014	MO	HUBER JUDY YVONNE	630 NW LAKEVIEW DR BLUE SPRINGS, MO 64014
5	36-920-06-33-00-0-00-000	711 W MAIN ST	BLUE SPRINGS	64015	MO	CITY OF BLUE SPRINGS	903 MAIN ST BLUE SPRINGS, MO 64015
6	36-920-11-18-00-0-00-000	201 SW 7 HWY	BLUE SPRINGS	64015	MO	Q3 PROPERTIES LLC	1605 NW WOODBURY DR GRAIN VALLEY, MO 64029
7	36-920-12-10-00-0-00-000	106 SW 7 HWY	BLUE SPRINGS	64014	MO	SAMRANY VICKY DIANE TRUST	2112 NE WATERFIELD DR BLUE SPRINGS, MO 64015
8	36-920-06-34-00-0-00-000	709 W MAIN ST	BLUE SPRINGS	64015	MO	TAHAP LLC	709 W MAIN ST BLUE SPRINGS, MO 64015
9	36-920-06-40-00-0-00-000	701 W MAIN ST	BLUE SPRINGS	64015	MO	MERCANTILE BANK OF KC	PO BOX 460169 HOUSTON, TX 77056
10	36-920-12-11-00-0-00-000	110 SW 7 HWY	BLUE SPRINGS	64014	MO	MONDELLO ANGELO & ENZO | MONDELLO GAETANO	4001 NE 57TH TER GLADSTONE, MO 64119
11	36-920-11-24-00-0-00-000	704 W MAIN ST	BLUE SPRINGS	64015	MO	2TWENTY2 LLC	7800 S COOK RD BLUE SPRINGS, MO 64029
12	36-920-12-26-00-0-00-000	100 SW 7 HWY	BLUE SPRINGS	64014	MO	RHC ASSOCIATES	200 2ND AVE S UNIT 402 SAINT PETERSBURG, FL 33701
13	36-920-11-09-00-0-00-000	200 SW 8TH ST	BLUE SPRINGS	64015	MO	ALLENSWORTH TAMMY JO	200 SW 8TH ST BLUE SPRINGS, MO 64015
						BAXTER JOHN DOUGLAS	605 SW 13TH ST BLUE SPRINGS, MO 64015
						WATTERSON JANA LEA	200 SW 8TH ST BLUE SPRINGS, MO 64015
						BAXTER SHANDA K	200 SW 8TH ST BLUE SPRINGS, MO 64015
14	36-920-11-06-00-0-00-000	712 W MAIN ST	BLUE SPRINGS	64015	MO	WATSON ROBERT M & META-TRUSTEES	1628 NE WOODLAND SHORES DR LEES SUMMIT, MO 64086
15	36-920-11-10-00-0-00-000	202 SW 8TH ST	BLUE SPRINGS	64015	MO	CAPERNAUM MISS BAPT CH OF JESUS CHRIST	202 SW 8TH ST BLUE SPRINGS, MO 64015
16	36-920-12-08-00-0-00-000	104 SW 7 HWY	BLUE SPRINGS	64014	MO	104 SW STATE ROUTE 7 LLC	104 SW STATE ROUTE 7 BLUE SPRINGS, MO 64014
17	36-920-11-33-00-0-00-000	152 SW 8TH ST	BLUE SPRINGS	64015	MO	CAGGIANO MISSOURI PROPERTIES LLC	185 BOULEVARD MOUNTAIN LAKES, NJ 07046
18	36-920-11-31-00-0-00-000	144 SW 8TH ST	BLUE SPRINGS	64015	MO	WILLARDSON BENNINGTON J	925 E 1040 S SPRINGVILLE, UT 84663
19	36-920-11-30-00-0-00-000	140 SW 8TH ST	BLUE SPRINGS	64015	MO	FIVE ONE HOLDINGS LLC	5868 TREE SWALLOW CIR ROCKLIN, CA 95677
20	36-920-11-34-00-0-00-000	156 SW 8TH ST	BLUE SPRINGS	64015	MO	CAGGIANO MISSOURI PROPERTIES LLC	185 BOULEVARD MOUNTAIN LAKES, NJ 07046
21	36-920-11-28-00-0-00-000	132 SW 8TH ST	BLUE SPRINGS	64015	MO	KENTUCKY AVENUE RP - MISSOURI LLC	PO BOX 170006 BOISE, ID 83717
22	36-920-11-27-00-0-00-000	128 SW 8TH ST	BLUE SPRINGS	64015	MO	KENTUCKY AVENUE RP - MISSOURI LLC	PO BOX 170006 BOISE, ID 83717
23	36-920-11-32-00-0-00-000	148 SW 8TH ST	BLUE SPRINGS	64015	MO	WILLARDSON BENNINGTON J	925 E 1040 S SPRINGVILLE, UT 84663
24	36-920-11-29-00-0-00-000	136 SW 8TH ST	BLUE SPRINGS	64015	MO	FIVE ONE HOLDINGS LLC	5868 TREE SWALLOW CIR ROCKLIN, CA 95677
25	36-920-11-26-00-0-00-000	124 SW 8TH ST	BLUE SPRINGS	64015	MO	MAGGESSY KEYLA & GEORGE	4211 ARROW WOOD RD CEDAR PARK, TX 78613
26	36-920-11-25-00-0-00-000	120 SW 8TH ST	BLUE SPRINGS	64015	MO	MAGGESSY KEYLA & GEORGE	4211 ARROW WOOD RD CEDAR PARK, TX 78613

Blue Springs, Missouri
Community Development

April 25, 2025

Ref: Public Hearing: Conditional Use Permit | CUP-04-25-9533
"B Lashed Ink"
103 SW 7 Hwy Unit E
Parcel # 36-920-11-24-00-0-00-000

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, Brittany Manney, on behalf of the property owner, Kim Compton, for approval of a Conditional Use Permit allowing the body art/microblading uses on 1.07 +/- acres at 103 SW 7 Hwy Unit E.

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, May 12, 2025 @ 6:30 p.m.
&
City Council – Monday, May 19, 2025 @ 6:00 p.m.

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

Sincerely,

CITY OF BLUE SPRINGS
COMMUNITY DEVELOPMENT

Traci Breshears
Administrative Assistant

Introduced by Councilmember _____ BILL NO. 5316
(CUP-04-25-9533)

ORDINANCE NO. _____

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT WITH ALTERNATIVE DEVELOPMENT STANDARDS ALLOWING BODY ART/MICROBLADING SERVICES IN DOWNTOWN ZONING DISTRICT "T5" WITHIN 500 FEET OF RESIDENTIAL USE AND A CHURCH AT 103 SW 7 HWY, UNIT E, BLUE SPRINGS, JACKSON COUNTY, MISSOURI FOR B LASHED INK

WHEREAS, proper application having been made to approve a Conditional Use Permit (CUP) with Alternative Development Standards for property hereinafter described; and

WHEREAS, after review of the Conditional Use Permit with Alternative Development Standards with respect to such issues as zoning, land use, impact to surrounding areas, adequacy of facilities and services, and compliance with development regulations to achieve 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 May 12, 2025, which Commission, after said hearing, recommended that the application for the Conditional Use Permit with Alternative Development Standards be approved; and

WHEREAS, thereafter a public hearing was held by City Council on May 19, 2025; and

WHEREAS, the City of Blue Springs, Missouri has determined that the Conditional Use Permit with Alternative Development Standards is appropriate at this location and be approved; and

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

Section 1. The following described tract of real estate is hereby declared subject to the Conditional Use Permit with Alternative Development Standards approved by this Ordinance. The site is located at:

103 SW 7 HWY, Unit E

Section 2. The land covered within this Conditional Use Permit with Alternative Development Standards and contained within the area described by Section 1 of this Ordinance, may be used in compliance with the Conditional Use Permit with Alternative Development Standards approved herein by the City of Blue Springs or hereinafter revised, and the requirements of said Conditional Use Permit with Alternative Development Standards shall include any staff recommendations contained in the staff report and presented to the Planning Commission at its May 12, 2025, meeting and to the City Council at its May 19, 2025, meeting, and approved by the City Council as conditions of passage by this Ordinance and of this Conditional Use Permit with Alternative Development Standards, and shall be deemed to include those conditions in addition to those contained in the UDC and in documents and drawings submitted to the Planning Commission and City Council and approved hereby, including the

following conditions:

1. Approval based on the representations of any drawings presented as part of this application does not waive any requirements or development standards contained in the UDC unless otherwise specified by the following Alternative Development Standards:
   a. The Conditional Use Permit allows the “Body Art Service” land use to be allowed in accordance with the Special Use Standards Section 405.050.A.33 at the property addressed 103 SW MO-7 HWY.
2. Approval of this Conditional Use Permit with Alternative Development Standards is contingent upon the adoption of Unified Development Code Text Amendment (UDCT-04-25-9553), which must be approved to permit Body Art Services as a conditional use within Downtown Commercial and Mixed-Use building types under the Downtown Development Code.

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 19th day of May 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Megan Rodgers, Deputy City Clerk

1st Reading: _____
2nd Reading: _____

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: April 2, 2025 **CONTRACT NO.**

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

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

ISSUE/REQUEST

Passage of a Bill approving a contract in the amount of $189,413.00 with the Blue Springs R-IV School District (BSSD) for police officers at BSSD schools and dispatching services for the 2025-2026 school year.

BACKGROUND/JUSTIFICATION

Staff is recommending approval of a contract with the Blue Springs R-IV School District to place School Resource Officers (SROs) at each of the two High Schools within the Blue Springs City limits. This contract funds the salary for the High School Officers during the nine-month school year as well as the partial salaries of two IMPACT Officers. This agreement also includes dispatching services for the BSSD police department.

This is an agreement that has been in place for several years and continues the partnership between the Blue Springs Police Department and Blue Springs School District.

FINANCIAL IMPACT

Contractor:	Blue Springs R-IV School District
Amount of Request/ Contract:	$189, 413.00
Amount Budgeted:	$183,914.00
Budget Year:	FY 25-26
Revenue to be Received:	$189,413.00
Revenue Account No.	100-00000-429100 R-IV School

PROJECT TIMELINE

Estimated Start Date	**Estimated End Date**
July 1, 2025	May 26, 2025
Years and Months Contract in effect	**Number of times renewable**
9 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/Bill with an Agreement attached as Exhibit A.

REVIEWED BY:

Requesting Director: ***Bob Muenz***	Budget: ***Melissa Braun***
Legal: ***Jennifer Baird***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:	☐	N/A
Certificate of Insurance:	☐	N/A
E-Verify Affidavits:	☐	N/A
E-Verify proof of enrollment:	☐	N/A
Bond:	☐	N/A
Anti-Discrimination Against Israel Act Certification (contract over $100,000)	☐	N/A
Wage Order, by reference	☐	Wage Order Number: N/A
IRS Form W-9:	☐	N/A
Bid/RFP/RFQ: (submit all)	☐	N/A
Bid/RFP/RFQ Tabulation:	☐	N/A
Bid Waiver: (less than three bids)	☐	N/A
Contractor address and email:	☐	Chief Mike Russell Department of Public Safety Paul J. Consiglio Education Center / Blue Springs School District 1501 NW Jefferson St. / Blue Springs, MO 64015 MRussell@BSSD.NET
Project Exemption Certificate needed:	☐	N/A
Other:	☐	

Introduced by Councilmember _____ BILL NO. 5317

ORDINANCE NO. ____

AN ORDINANCE APPROVING A CONTRACT BETWEEN THE CITY OF BLUE SPRINGS AND THE BLUE SPRINGS R-IV SCHOOL DISTRICT (BSSD) FOR POLICE OFFICERS AT THE BSSD SCHOOLS AND DISPATCHING SERVICES FOR THE 2025-2026 SCHOOL YEAR

WHEREAS, the City of Blue Springs has a Community Services Bureau within the Police Department dedicated to all youth under the age of eighteen years old or students enrolled in the Blue Springs R-IV School District; and,

WHEREAS, the Community Services Bureau outreach programs are designed to help youth to understand healthy lifestyle choices with issues including tobacco, alcohol and other dangerous drugs as well as crime, violence and safety issues; and,

WHEREAS, Officers will work with school administrators in providing alcohol and drug education, maintain a peaceful school environment, and gathering information directly related to potential problems resulting in criminal activity potentially endangering lives of students and staff; and,

WHEREAS, the Police Department has a communications center that can provide dispatching services to the BSSD Police Department.

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 the Blue Springs School District for police officers in the Blue Springs Schools in the amount of $189,413.00. A copy of the Contract is attached hereto as Exhibit “A” and is incorporated herein.

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

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 19th day of May 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Megan Rodgers, Deputy City Clerk

1st Reading: _____
2nd Reading: _____

AN AGREEMENT BETWEEN
THE CITY OF BLUE SPRINGS, MISSOURI AND
REORGANIZED SCHOOL DISTRICT NO. IV OF JACKSON COUNTY, MISSOURI, d/b/a THE BLUE SPRINGS R-IV SCHOOL DISTRICT
FOR THE 2025-2026 SCHOOL YEAR

Purpose

This Agreement will establish the procedures and operating conditions between the Blue Springs Police Department (BSPD) and the Reorganized School District No. IV of Jackson County d/b/a Blue Springs R-IV School District (BSSD) for the provision of BSPD officers to work in BSSD schools.

General

This Agreement by and between the City of Blue Springs, Missouri, a Municipal Corporation (City), and the Reorganized School District No. IV of Jackson County d/b/a Blue Springs R-IV School District, a political subdivision of the State of Missouri (BSSD), is entered into this _____ day of ____, 2025.

1) This Agreement will be in effect for the 2025-2026 school year.
2) Either party, upon sixty (60) days' prior written notice, may terminate this Agreement without cause.
3) Both parties will review this Agreement during the summer months each year to ensure it is up-to-date and remains in the best interest of both. Both parties may offer ideas for changes and updates to this Agreement. Any changes proposed by either party shall not be effective unless agreed upon in writing by the parties.
4) The City shall have the status of an Independent Contractor for the purposes of this Agreement. The police officers assigned to Blue Springs schools remain the employees of the City and shall be subject to its control and supervision while working in the school system and during after-school events. However, BSPD officers shall cooperate and communicate with school officials, administrators, staff members, students, and parents to provide a safe school environment.
5) This Agreement applies to only the schools lying within the jurisdictional boundaries of the City of Blue Springs, apart from the two BSSD elementary schools located within Independence for the purpose of providing IMPACT Education and dispatching services.
6) Each entity is responsible for the supervision and actions of their own officers.
7) The City agrees, to the extent allowed by law, to indemnify and hold BSSD harmless from and against any and all claims, causes of actions, suits, proceedings, liabilities, damages, losses, costs and expenses (including attorneys' and experts' fees) asserted by any person or persons related to or resulting from injuries or damages suffered based on any negligent act or omission by the City while performing services pursuant to this Agreement, but only to the extent of the injuries or damages caused by said act or omission.
8) BSSD agrees, to the extent allowed by law, to indemnify and hold the City harmless from and against any and all claims, causes of actions, suits, proceedings, liabilities, damages, losses, costs and expenses (including attorneys' and experts' fees) asserted by any person or persons related to or resulting from injuries or damages suffered

based on any negligent act or omission by BSSD while the City is performing services pursuant to this Agreement, but only to the extent of the injuries or damages caused by said act or omission.

9) BSPD officers assigned to BSSD schools under this agreement will abide by school board policy, if there is a conflict between BSPD policy and School Board Policy, BSPD policy will prevail for the BSPD officer.

Responsibilities

Blue Springs R-IV School District:

1) The lead principal of the school where a BSPD officer is assigned will ensure that the officer receives the necessary instruction to perform police duties at that school. At a minimum, this instruction will include introductions to key personnel, layout of the premises, security systems and procedures, problem areas related to the officer's duties, reporting and record-keeping requirements, other requested duties specific to that school, and issuance of necessary school-purchased equipment, keys, passwords, or documents.
2) The lead principal of the school where a BSPD officer is assigned will ensure the officer has a suitable space for conducting interviews, writing reports, or securing equipment. At a minimum, the space will be equipped with an adequate desk, chairs, filing cabinets, a telephone, electrical outlets, and lighting. The space must have a door that can be closed and locked to allow the officer to conduct interviews, telephone calls, or meetings in private, or to secure equipment. Additionally, the office should be equipped with a BSSD computer with Internet access for the officer's use.

Blue Springs Police Department:

1) The BSPD will respond to both emergency and non-emergency calls for service at the assigned school locations within the jurisdictional boundaries of the City of Blue Springs. The BSPD will also write all police reports associated with these types of calls.
2) The BSPD will provide standard officer uniforms and police department equipment to BSPD officers assigned to work in BSSD schools.
3) The School District Police Officers are permitted to transmit on BSPD police frequencies so they can communicate with the BSPD, whenever necessary. School District Police Officers will use radio numbers assigned to them by BSPD when transmitting on a BSPD frequency. The BSPD retains the right to revoke this authorization from individuals who abuse this privilege.
4) Two officers from the BSPD Community Services Bureau (CSB) will be assigned to work as High School Resource Officers. These officers will work in high schools within the city limits of Blue Springs (BSHS and BSSHS) and will provide services including, but not limited to, dealing with criminal matters and writing police reports. They will also provide classroom instruction and mentoring services and can be used as a resource for BSSD students, faculty, and parents, as availability permits. These officers will work with school officials to help provide a safe school environment and perform other lawful services as requested.

   It is the intent of the BSPD that these officers will work in these schools five days a week for a total of 174 days. However, coverage may be less dependent on personnel

resources available at the time, grant considerations, and any other unforeseen circumstances. A maximum of 10 school days may be missed between the two officers at the Blue Springs high school locations without consequence under this Agreement. On the 11th day of absence without coverage from an assigned BSPD officer at one of the high schools, the sum of $513.09 will be deducted from the BSSD payment obligation. This deduction will occur for every subsequent officer absence at a high school for the remainder of the contract year.

5) One or more officers from the BSPD CSB may be assigned, at the discretion of the Chief of Police, to work as IMPACT Education Officer(s) for the BSSD in elementary schools within the city limits of Blue Springs and those located in Independence. This service is partially funded by COMBAT and the City of Blue Springs. The availability of this service will depend on the personnel resources available at the time, grant considerations, and other unforeseen circumstances.
6) A Sergeant of the BSPD CSB will be assigned to supervise the BSPD School Resource Officers and IMPACT Officers.
7) BSPD will provide dispatching services to the BSSD Department of Public Safety (DPS) to include monitoring and answering radio traffic, making, or taking phone calls, and logging activity of the officers within the computer aided dispatch (CAD) system. The BSPD will provide one dedicated dispatcher Monday through Friday for this service. The BSPD will provide employment fringe benefits above base salary, training, uniforms, supervision, and other ancillary items as needed for the position.
8) BSPD Officers assigned to BSSD schools remain employees of the City and will operate under the current Standard Operating Procedures of the BSPD.
9) DPS Officers will remain employees of the BSSD and will operate under School Board Policy and departmental handbook/General Orders of the BSSD.
10) Unusual public safety emergencies and/or situations may create the need for temporary assignment changes. The BSPD reserves the right to change staffing assignments. If time allows, such decisions will be made with input from BSSD personnel, and every effort will be made to minimize interruptions to the School District.

Financial Agreement

1) In consideration of the costs of the assignment of police officers to work in BSSD schools, provide dispatching services, and provide IMPACT education to two elementaries in Independence, the BSSD will pay the City $189,413.00 for the 2025-2026 school year.
2) In January 2026, the City's Finance Department will send the BSSD's Finance Department an invoice for $94,706.50 and another invoice of $94,706.50 for the balance in June 2026. The BSSD will remit this amount to the City's Finance Department within 30 days of the date on the invoice.

Absences

1) BSPD officers are required by the State of Missouri and the BSPD to receive minimum amounts of training throughout the year to remain certified as

commissioned officers. Additionally, other training is necessary to ensure these officers' skills remain effective.

2) BSPD officers assigned as BSSD School Resource Officers will be responsible for notifying both their BSPD supervisor and BSSD principal(s) as far in advance as possible when they must leave or be absent from the school grounds.
3) Planned absences by a BSPD officer assigned to a BSSD school may be covered by the temporary assignment of another BSPD officer, at the discretion of the Chief of Police, and will not count as an officer absence day under this Agreement. In some instances, temporary assignment of a BSPD officer may not be possible due to all available BSPD officers either working Road Patrol, attending required training, or other in the case of other unforeseen circumstances. In these instances, the BSPD officer assigned to a BSSD school shall attempt to arrange temporary coverage at their school by the School District Police. These instances will count toward the absence days mentioned above in paragraph 4 of this Agreement.
4) Absences of less than 4 hours need not be covered and will not count towards absence days.
5) Unplanned absences, including but not limited to illness, death, family problems, or injury are beyond the control of the BSPD. Unexpected absences may not be filled and will be counted toward absence days.

Miscellaneous Provisions

1) **Force Majeure**. If either party is prevented from performing any of its obligations due to any cause which is beyond the non-performing party's reasonable control, including fire, explosion, flood, epidemic/pandemic or other acts of God; acts, regulations, or laws of any government; strike, lock-out or labor disturbances; or failure of public utilities or common carriers (a "Force Majeure Event"), such non-performing party shall not be liable for breach of this Agreement with respect to such non-performance to the extent any such non-performance is due to a Force Majeure Event. Such non-performance will be excused for three months or as long as such event shall be continuing (whichever occurs sooner), provided that the non-performing party gives immediate written notice to the other party of the Force Majeure Event.
2) **Disputes**. Any controversy or claim arising out of or relating to this Agreement or any breach thereof, shall be settled by informal mediation with the parties subject to this Agreement. If any controversy cannot be resolved through informal mediation, any legal action in connection with this Agreement shall be filed in the Circuit Court of Jackson County, Missouri, or the United States District Court for the Western District of Missouri, as appropriate, to which jurisdiction and venue both parties expressly agree. The prevailing party in any such action shall be entitled to recover attorney's fees and court costs from the non-prevailing party.
3) **Drugs and Alcohol.** BSPD shall enforce the BSSD's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by BSPD's officers.
4) **Federal Work Authorization Program.** Prior to commencement of any work contemplated under this Agreement, BSPD shall provide to the BSSD a sworn affidavit and other sufficient documentation to affirm its enrollment and participation in the Federal Work Authorization Program. Federal Work Authorization Program means the eVerify program maintained and operated by the United States Department of Homeland Security and the Social Security

Administration, or any successor program. BSPD shall also provide BSSD a sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. BSSD shall provide this same documentation to BSPD if requested to do so.

5) **No Boycott of Israel.** By signing this Agreement, both parties certify that they are 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.
6) **Entire Agreement**. This Agreement is the entire Agreement between BSPD and BSSD and supersedes any prior oral understandings, written agreements, proposals, or other communications between the parties.
7) **Modification**. Any change or modification to this Agreement will not be effective unless made in writing. This written instrument must specifically indicate that it is an amendment, change, or modification to this Agreement.
8) **Binding Effect**. The obligations, covenants, terms, conditions, provisions, and undertakings in this Agreement, or in any amendment, will be binding upon the parties' heirs, successors, and permitted assigns.
9) **Severability**. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining provisions and parts of this Agreement will remain binding and enforceable; the parties will reconvene negotiations to arrive, in good faith, at an agreement as to matters remaining undetermined as a result of any finding by a court of competent jurisdiction that any provision or part of this Agreement is invalid, illegal, or unenforceable.

IN WITNESS WHEREOF, we have hereunto set our hands and seal the day and year first above written.

CITY OF BLUE SPRINGS, MISSOURI,

_____
Christine Cates, City Administrator

APPROVED AS TO FORM:

Jennifer M. Baird
_____
Jennifer Baird, City Attorney

ATTEST:

_____
Erin Ford, City Clerk

REORGANIZED SCHOOL DISTRICT NO. IV OF JACKSON COUNTY, MISSOURI, d/b/a THE BLUE SPRINGS R-IV SCHOOL DISTRICT

_____
Assistant Superintendent Administration

_____
Assistant Superintendent Business Services

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: April 28, 2025

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

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

ISSUE/REQUEST

Passage of a Bill Amending Chapter 215: Dogs, Cats, and Dangerous Animals, of the Code of Ordinances, City of Blue Springs, Missouri, adding Section 215.127: Regulation of Backyard Hens.

BACKGROUND/JUSTIFICATION

At the March 17, 2024 City Council meeting, City Council asked staff to develop the proposed Code amendment for regulations of backyard hens in the City that blended the City of Lee's Summit's regulations, with the addition of ducks, and the requirements for permitting and annual inspections that other cities require such as Pleasant Hill. The specific changes requested a maximum height of 8 feet for a hen coop, require annual permitting and inspections, and adding an effective date of 120 days after passage of an Ordinance for the regulations to go into effect.

Backyard chickens have been discussed and reviewed numerous times since 1999. A timeline of events is included below:

Date	Action Taken	Explanation
11/01/1999	Ord 3179	Amended Chapter 215 of the Code to add sections to define animal, preclude the raising of livestock in residential areas without a conditional use, and to require owners of animals to immediately remove defecated fecal matter from property other than their own.
05/08/2012	None	Discussion at Public Safety Citizen Advisory Board meeting. Unanimously recommended no change to existing Ordinance.
03/26/2013	None	Memo and research regarding Urban Chicken Ordinances for surrounding cities prepared by Staff.
03/20/2017	None	Citizens spoke in favor of allowing chickens at a Council Meeting.
10/01/2018	Ord 4769	Amended Section 215.125 of the Code to include poultry as farm animals and livestock that are not allowed in any residentially zoned district unless approved as a conditional use.
01/27/2020	CUP Denied	The City received one application for a conditional use permit to allow chickens, which was denied by the Planning Commission.
07/17/2023	None	Citizens spoke in favor of allowing backyard hens at a Council Meeting.

09/05/2023		City Council discussion regarding backyard chickens and City Council directed staff to bring back an Ordinance amending the City Code to allow backyard chickens
10/02/2023		Pursuant to Section 9.2 of the Blue Springs Home Rule Charter, an Affidavit of Petitioner's Committee for Citizens for Blue Springs for Backyard Hens was filed with the City which included a proposed Bill amending the Code of Ordinances
11/06/2023		City Council discussion regarding backyard chickens and Motion approved to direct Staff to discontinue the research and drafting of Bill related to backyard chickens as directed at the September 5, 2023 meeting until further direction from the Council.
01/03/2024		After a review and re-review of the initial Citizens for Blue Springs for Backyard Hens Petition and Amended Petition, the Jackson County Election Board verified 2,462 signatures, leaving 416 signatures required to constitute a valid Petition.
01/16/2024	Failed	Bill 5177, calling for an election – Backyard Hens failed. City Council directed staff to bring forward City Code amendments to allow backyard chickens in the City for the March 4, 2024 City Council meeting.
3/4/2024	Failed	Bill 5196, Code Amendment relating to regulations for Backyard Chickens
11/18/24	Failed	Bill 5277, Code Amendment relating to regulations for Backyard Hens
3/17/25		City Council discussion regarding backyard hens and a motion to direct staff to bring forward regulations that blended the City of Lee's Summit's regulations, with the addition of ducks, and the requirements for permitting and annual inspections that other cities require such as Overland Park and Pleasant Hill. The specific changes requested a maximum height of eight feet for a hen coop, require annual permitting and inspections, and adding an effective date of 120 days after passage of an Ordinance for the regulations to go into effect. After the meeting, 13 letters in opposition and 0 in support were received, with one letter requesting only that the matter be added to an upcoming election.

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
September 5, 2025	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill amending the Code of Ordinances related to Backyard Hens

REVIEWED BY:

Requesting Director: ***Mike Mallon***	Budget: ***N/A***
Legal: ***James Newell***	City Administrator: ***Christine Cates***

Introduced by Councilmember _____ BILL NO. 5318

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 215: DOGS, CATS, ANIMALS AND DANGEROUS ANIMALS OF THE CODE OF ORDINANCES, CITY OF BLUE SPRINGS, MISSOURI, ADDING SECTION 215.127: REGULATION OF BACKYARD HENS

WHEREAS, the City Council is elected to promote the community's health, safety, and welfare, which duty includes proper planning and ordinances designed to provide for a coordinated development of the City and the reduction of conflicting use to promote the general welfare; and

WHEREAS, the Council recognizes that there are impacts to the community from the keeping of backyard hens in the City; and

WHEREAS, City Council directed staff to draft an Ordinance amending the City Code to allow for Backyard Hens in the City at the September 5, 2023 City Council meeting; and

WHEREAS, the initiative petition process by residents of the City of Blue Springs undertaken in the fall of 2023 failed to meet City Charter requirements; and

WHEREAS, at the January 16, 2024 City Council meeting, Bill No. 5177 calling for an election on April 4, 2023 to place an ordinance adopting the same language as the citizen petition process failed by a vote of 2-5; and

WHEREAS, at the same January 16, 2024 meeting, City Council directed staff to bring forward an Ordinance amending the City Code to regulate Backyard Hens in the City; and

WHEREAS, at the March 4, 2024 City Council meeting, Bill No. 5196 amending the City Code to outline a set of regulations failed by a vote of 2-5 and City Council voted to not adopt the regulations; and

WHEREAS, at the November 18, 2024 City Council meeting, Bill No. 5277 amending the City Code to outline a set of regulations that proposed amendments similar to those in other cities, as well as allowing for female ducks failed by a vote of 3-4 and City Council voted to not adopt the regulations; and,

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

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

Section 1. That Chapter 215 Dogs, Cats, Animals and Dangerous Animals of the Code of Ordinances, City of Blue Springs, Missouri, is hereby amended by adding a Section, to be numbered 215.127: Regulation of Backyard Hens which said Section reads as follows:

Section 215.127. Regulation Of Backyard Hens

A. Purpose

The purpose of these regulations is to provide for the allowance of backyard hens upon single residential properties in the City, or upon an agricultural property of less than 3 acres being used for residential purposes, there is a need to regulate and set minimum standards for the keeping of such backyard hens in order to mitigate any detrimental impact to neighboring properties and to protect the public health, safety, and welfare of the residents of the City.

B. Applicability

The regulations contained in this Section shall apply to the keeping of backyard hens in the City, as outlined herein. The keeping of Backyard Hens shall not be considered or be interpreted to fall under the Agriculture – General land use as defined by Section 411.030.A.9 of the City Code and therefore, shall be exempt from the provisions of the Unified Development Code, unless otherwise stated in this Section. Backyard hens shall be utilized for residential purposes only and no commercial agricultural production shall be permitted, including but not limited to breeding or fertilizer production shall be permitted. The keeping of Backyard Hens shall be permitted on any property containing a single-family home in any residential zoning district, provided the property and all structures comply with the provisions of this Section.

C. Definitions

For the purposes of this Section, these words and phrases shall have the following meaning:

Backyard Hen

Shall mean Gallus gallus domesticus of the female sex and female ducks. This definition does not include male chickens or roosters, or other fowl, such as, but not limited to, peacocks, turkeys, guinea fowls, or other waterfowl, all of which are not permitted under this Section. This Section only allows hens as defined herein and does not allow any other fowl, such as, but not limited to, peacocks, turkeys, guinea fowls, or waterfowl, are not permitted under this Chapter.

Backyard hen Coop or Coop

Shall mean an enclosed and roofed structure for housing backyard hens that provides shelter from the elements.

Backyard hen Run or Run

Shall mean an enclosed outside yard or area for keeping backyard hens.

Backyard hen Tractor or Tractor

Shall mean a movable backyard hen coop lacking a floor.

Humane standards of care

Shall be defined to include, but not be limited to, accessibility of the backyard hens to food and water, proper medical attention, proper shelter from the elements, and cleanliness in animal waste areas with regular waste removal.

Nuisance

Shall mean any act which is unreasonably annoying or vexatious to another or substantially interferes with the rights of others and shall include, but not be limited to, obnoxious odors, excessive noise, and creation of an environment attractive to other animals or insects or more broadly defined under Section 245.060.

D. Number and type of backyard hens allowed.

1. The maximum number of backyard hens allowed is six (6) per tract of land regardless of how many dwelling units are on the track.
2. Only female backyard hens are allowed. There is no restriction on the backyard hen species, as defined in Section 245.160, Nuisances Enumerated.
3. Subparts 1. and 2. of this subsection shall not apply when the backyard hen(s) kept are four hundred (400) feet or more from the residence of any other inhabitant.

E. Non-commercial use only.

It shall be unlawful to engage in backyard hen breeding or fertilizer production for commercial purposes.

F. Enclosures.

1. Backyard hens must be kept in an enclosure or fenced area at all times. During daylight hours, backyard hens may be allowed outside of their backyard hen pens in a securely fenced yard if under supervision as defined in herein. Backyard hens shall be secured within a coop or backyard hen tractor during non-daylight hours.
2. Enclosures must be kept in a clean, dry, odor-free, neat and sanitary condition at all times.
3. Coops, backyard hen tractors and backyard hen pens must provide adequate ventilation and adequate sun and shade and must be impermeable to rodents, wild birds and predators, including dogs and cats.
4. Coops and backyard hen tractors shall be designed to provide safe and healthy living conditions for the backyard hens while minimizing adverse impacts to other residents in the neighborhood.
5. A Coop or backyard hen tractor shall be enclosed on all sides and shall have a roof and doors. Access doors must be able to be shut and locked at night. Opening windows and vents must be covered with predator and bird proof wire of less than one inch openings.

G. Materials.

1. The materials used in making a coop or backyard hen tractor shall be uniform for each element of the structure such that the walls are made of the same material, the roof has the same shingles or other covering, and any windows

or openings are constructed using the same materials. The use of scrap, waste board, sheet metal or similar materials is prohibited.

2. Materials used shall be impervious to moisture so that the surface does not permit the absorption of fluids. This may be accomplished by sealing with paint, or using a material that is impervious to moisture by nature, i.e., plastic, metal, concrete, glazed faced tile, etc. The surface shall be routinely maintained. If paint is peeling, it must be repainted to seal the surface.

3. Coop and backyard hen tractors shall be well maintained.

H. Location.

1. No coop, backyard hen tractor or backyard hen pen shall be placed in any area of property that is considered frontage, as defined by Title IV, Unified Development Code, .

2. Coops, backyard hen tractors and backyard hen pens must be located at least ten (10) feet from the property line and at least forty (40) feet from any adjacent residential dwelling, church, school, or place of business.

I. Coop and backyard hen tractor size.

1. The minimum size of any coop or backyard hen tractor shall be two (2) square feet per backyard hen.

2. The maximum size of any structure coop or backyard hen tractor shall be four (4) square feet per backyard hen.

3. The interior roosting area of any coop or backyard hen tractor shall be not less than two (2) feet in height.

4. The exterior height of any coop or backyard hen tractor, including any risers or pedestals, shall not to exceed eight (8) feet.

5. A backyard hen pen shall consist of sturdy wire fencing. The pen must be covered with wire, aviary netting, or solid roofing.

6. Subparts 1 through 6. of this section shall not apply when backyard hen(s) are kept four hundred (400) feet or more from the residence of any other inhabitant.

J. Backyard Hens at large.

1. Backyard hens shall not be allowed to run at large. It shall further be unlawful to picket or tie any such animal in any of the streets of the City for the purpose of grazing or feeding.

2. No dog, cat or other domesticated animal, which kills a backyard hen running at large will, for that reason alone, be considered a dangerous or prohibited animal.

K. Odor and noise impacts.

1. Odors from backyard hens, backyard hen manure or other backyard hen related substances shall not be perceptible at the property boundaries.

2. Perceptible noise from the backyard hens shall not be loud enough at the property boundaries to disturb persons of reasonable sensitivity.

3. It shall be unlawful for any person to park over one (1) hour within the City limits any truck loaded with backyard hens that would cause an offensive smell or noise, or which would unnecessarily annoy the rest of others.

L. Predators, rodents, insects, and parasites.

The backyard hen owner shall take necessary action to reduce the attraction of predators and rodents and the potential infestation of insects and parasites. Backyard hens found to be infested with insects and parasites that may result in unhealthy conditions to human habitation may be removed by an animal control officer.

M. Feed and water.

Backyard hens shall be provided with access to feed and clean water at all times. The feed and water shall be unavailable to rodents, wild birds and predators.

N. Waste storage and removal.

The backyard hen owner must provide for the storage and removal of backyard hen manure. All stored manure shall be covered in a fully enclosed structure with a roof or lid over the entire structure. No more than three (3) cubic feet of manure shall be stored. All other manure not used for composting or fertilizing shall be removed. The coop, backyard hen tractor and surrounding area must be kept free from trash and accumulated droppings. Uneaten feed shall be removed in a timely manner.

O . Unlawful acts.

1. It shall be unlawful for any person to keep backyard hens in violation of any provision of this article.
2. It shall be unlawful for any owner, renter or leaseholder of property to allow backyard hens to be kept on the property in violation of the provisions of this article.

P. Permit Required

1. General Requirements. In order for a person to keep or otherwise maintain backyard hens upon any single-family residential property within the City, or upon any agricultural property of less than 3 acres being used for residential purposes, an annual “Backyard hen Permit” shall be obtained from the Community Development/Animal Control Department. The Backyard hen Permit shall be obtained prior to the keeping backyard hens on the property. The Community Development/Animal Control Department shall establish an application process to be followed by all individuals seeking a Backyard hen Permit. The Backyard hen Permit shall be issued for a one year period of time from the date of approval. Backyard Hens permits shall not be transferrable to a future owner of a property or to another property under the same applicant.

2. Applications. Applications for a Backyard hen Permit shall be filed on forms prescribed by the City and include a non-refundable fee and the following information:

    a. Applicant’s name and contact information.

b. If the applicant is not the property owner, then written permission of the property owner shall be submitted with the application along with the property owner's name and contact information.

c. Street address or legal description of the property where backyard hens will be kept.

d. The requested number of backyard hens.

e. Sufficient information to show compliance with the Conditions for Approval set forth in this Section, which shall be confirmed by city staff prior to the issuance of the Backyard hen Permit.

3. Conditions for Approval. The Applicant must adequately show, by clear and convincing evidence, that the keeping of backyard hens will not create a nuisance in the surrounding neighborhood, that humane care will be provided, and that the premises where the backyard hens are kept are suitable for the keeping of backyard hens and is in conformity with all City zoning requirements. The criteria to be evaluated include, without being limited to, the following:

a. The backyard hens will be kept or maintained at all times in a safe and sanitary manner.

b. The backyard hen coop in which the backyard hens are kept or confined will be adequately lighted and ventilated and is so constructed and maintained that they can be kept in a clean and sanitary condition.

c. The health and well-being of the backyard hens will not in any way be endangered by the manner of keeping or confinement.

d. The keeping of the backyard hens will not harm the surrounding neighborhood or disturb the peace and quiet of the surrounding neighborhood.

e. The keeping of the backyard hens will not cause fouling of the air by offensive odors and thereby create or cause unreasonable annoyance or discomfort to neighbors or others in close proximity to the premises where the backyard hens are kept.

f. The backyard hens will not unreasonably annoy humans, endanger the life, health or safety of other animals or persons or substantially interfere with the rights of citizens to the enjoyment of life or property.

g. The backyard hens will not repeatedly run or be found at large, will not damage or deposit excretory matter upon the property of anyone other than their owner, and will not molest or intimidate pedestrians or passersby.

h. The backyard hens will not make disturbing noises, including but not limited to, continued and repeated or untimely crowing, whining, growling, cry or other utterances causing unreasonable annoyance, disturbance or discomfort to neighbors and others in close proximity to the premises where the backyard hens are kept, or otherwise be offensive or dangerous to the public health, safety or welfare, by virtue of their behavior, number, type or manner of keeping.

i. The applicant, or any person who will share in the care, custody and control of the backyard hens, is not currently in violation of, or has not previously violated any applicable City, state or federal laws, codes, rules or regulations, including, but not limited to, those pertaining to the care and control of animals and the maintenance of their property, which would reflect adversely on their ability to fully comply with the conditions of the Backyard hen Permit.

j. The keeping of the backyard hens will adhere to the regulations set forth in this Section.

k. As part of the application process, the Animal Control Division shall inspect the property and submit a written report of its investigation of the property stating the factual basis for its recommendation to grant or deny the application. As part of its evaluation of the above Conditions for Approval, the Animal Control Division may consider the comments of neighbors, past violations by the applicant, the size, condition and location of the area where the backyard hens will be kept, past complaints concerning the applicant, or any other factors relative to the issue of keeping backyard hens. Upon completion of the investigation and review process the Animal Control Division shall recommend approval or denial of the Backyard Hen Permit application. If denial is recommended, the basis for the denial shall be included in the report.

l. The City shall deny any application where the applicant fails to show proof of the aforementioned requirements or an examination of the documentation submitted or any investigation by the Animal Control Division, or both, reveals that in the opinion of the Animal Control Division that the applicant has failed to meet the requirements of this Chapter.

4. Permit Fee. The City is hereby authorized to set fees and fee related policies for the Backyard hen Permit. All fees shall be nonrefundable and nontransferable. Failure to pay the fee shall constitute a violation of this Chapter.

Q. Violation.

1. It shall be unlawful for any person to keep backyard hens in violation of any provision of this article.
2. It shall be unlawful for any owner, renter or leaseholder of property to allow backyard hens to be kept on the property in violation of the provisions of this article.
3. Any person who shall violate a provision of Chapter 215.127 or fail to comply therewith, or with any of the requirements thereof, in addition to any other remedy or action available to the City or Codes Administrator, shall be punished, upon conviction, pursuant to Section 100.080(C) of the Blue Springs Code of Ordinances. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 2. That Section 215.030 Number Of Animals — Residential Restriction of the Code of Ordinances, City of Blue Springs, Missouri shall be amended to read as follows:

It shall be unlawful for any person to own, keep or harbor more than four (4) adult animals over the age of six (6) months in a zoned residential neighborhood. Five (5) or more animals will constitute a commercial kennel and require proper zoning and an occupational license issued by the City License Collector. Backyard Hens as permitted by Section 215.127 do not count towards the Number of Animals contained within this Section.

Section 3. That Section 215.125 Livestock And Farm Animals of the Code of Ordinances, City of Blue Springs, Missouri shall be amended to read as follows:

No livestock or farm animals, including poultry, except as otherwise permitted under Section 215.127 Backyard Hens, even if considered pets by the owner, shall be kept in any residentially zoned district within the City of Blue Springs unless they are allowed and approved as a conditional use pursuant to Title IV of the Code of Ordinances, City of Blue Springs, Missouri.

Section 4. That this Ordinance shall be in full force and effect 120 days after its passage and approval.

Section 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 19th day of May 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Megan Rodgers, Deputy City Clerk

1st Reading: _____
2nd Reading: _____

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: April 29, 2025

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

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

ISSUE/REQUEST

Passage of a Bill Amending Section 365.080 Parking In Residential Zones, of the Code of Ordinances, City of Blue Springs, Missouri.

BACKGROUND/JUSTIFICATION

The current City Code Section 365.080 Parking in Residential Zones prohibits the parking or storage of any commercial vehicle which is licensed for over six tons on any street, highway, public or private property in any residentially zoned district within the City of Blue Springs, Missouri. Such commercial vehicles include flatbed trucks, dump trucks, utility wreckers, boomtrucks, bucket trucks, tandem axle trucks, cab and chassis trucks.

At the March 17, 2025 City Council meeting, Councilmembers Tholen and Edmondson led a discussion for Council to consider a Code amendment to allow for the parking of commercial vehicles in residentially zoned private property for property owners who use such vehicles as part of their business. At the conclusion of the discussion, staff was directed to bring back an amendment to the City Code to allow for limited parking of commercial vehicles in residentially zoned areas.

Staff researched multiple other cities' codes related to the parking of commercial vehicles in residential zones. The proposed amendments include modifying the definition of commercial vehicles to be based on the height and length of vehicle rather than weight alone and also provide regulations as to where and how many commercial vehicles can be parked on a private property in a residentially zoned area.

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
May 20, 2025	N/A

STAFF RECOMMENDATION

Staff recommends approval.

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill amending the Code of Ordinances related to parking of commercial vehicles in residentially zoned areas.

REVIEWED BY:

Requesting Director: ***Mike Mallon***	Budget: ***N/A***
Legal: ***James Newell***	City Administrator: ***Christine Cates***

Introduced by Councilmember _____ BILL NO. 5319

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 365.808 PARKING IN RESIDENTIAL ZONES OF THE CODE OF ORDINANCES, CITY OF BLUE SPRINGS, MISSOURI, TO MODIFY THE DEFINITION OF A COMMERCIAL VEHICLE FOR PARKING IN A RESIDENTIAL ZONE

WHEREAS, the current City Code prohibits the parking of commercial vehicles in the street, and on public or private property, with commercial vehicles being any vehicle licensed or registered over 6 tons (12,000 lbs); and

WHEREAS, the City would like to allow some types of commercial vehicles to be parked on private property for residents that may utilize the vehicle for their business or place of employment; and

WHEREAS, the City desires to maintain the residential characteristics of neighborhoods, while at the same time limiting the impact of commercial vehicles in residential zoning districts.

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

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

Section 1. That Section 365.080 of the Code of Ordinances, City of Blue Springs, Missouri, is hereby amended to read as follows:

Section 365.080. Parking In Residential Zones.

A. Parking And/Or Storage Restrictions.

1. It shall be unlawful to:

a. Park or store any travel trailer, camping or pop-up camper that is longer than twenty (20) feet designed or intended to be pulled behind a motorized vehicle on any street or highway;

b. Park or store any recreational vehicle, whether or not motorized and operational, flatbed trailer, enclosed trailer, boat trailer, or boat, on any street or highway for more than twenty-four (24) hours or on any street or highway within one thousand (1,000) feet, measured radially, at any parking space on any other street or highway the recreational vehicle, trailer, or boat was previously parked at or on within the past forty-eight (48) hours;

c. Park or store any commercial vehicle which is licensed for over six (6) tons on any street or highway or public or private property in any residentially zoned district within the City of Blue Springs, Missouri, except as provided below:

1. Commercial vehicles are allowed to be parked on a private residentially

zoned property provided they shall not be longer than 22 feet, exceed a height of 8 feet, or exceed a width of 8 feet, except recreational vehicles and boats.

2. Commercial vehicles that mount apparatus including aerial buckets or platforms (e.g., "cherry pickers"), towing booms, welding equipment, and mechanical lifts or arms designed to assist in loading and unloading freight shall not be permitted.

3. Tow trucks, tractor trailers, or tractor trailer cabs are prohibited in residential districts.

4. Vehicles shall not project beyond the property line, shall not extend over a sidewalk, and are required to be parked in a driveway only, not in a side or rear yard or on grass and only on pavement.

5. No more than one (1) commercial vehicle meeting the established size limit may be parked or stored on a residential property.

d. Park on any street or highway or public or private property in any residentially zoned district any of the following: flatbed trucks, dump trucks, utility wreckers, boom trucks, bucket trucks, tandem axle trucks, cab, and chassis trucks. This does not preclude the parking of standard pickups.

2. Exception: Limited parking is permissible during loading and unloading or during the time necessary to carry out a service upon property in the block any of the vehicles enumerated herein are is parked, and the parking of construction vehicles on an active construction site is also permitted.

B. For purposes of this Section:

1. A recreational vehicle is a motor vehicle primarily designed, or modified to serve, as a temporary living quarters for recreational camping or travel use regardless of its actual use at the time of parking or storage on a street or highway.

2. A travel trailer, camping or pop-up camper means a vehicular, portable structure built, designed, or modified to be carried or pulled by any type of vehicle (whether located on or off such vehicle), and to be used as a temporary dwelling for travel, recreational or vacation purposes.

3. A camping or pop-up camper is primarily designed, modified or utilized for temporary living quarters as in the case of travel, recreation or vacation, and which does not have motive power of its own, but is designed to be drawn by another vehicle.

4. A commercial vehicle is any motor vehicle used in or by a business in furtherance of the business or any vehicle licensed as a commercial vehicle.

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

Section 3. Scrivener's Errors. Typographical errors and other matters of a similar nature that do

not affect the intent of this Ordinance, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 19th day of May 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Megan Rodgers, Deputy City Clerk

1st Reading: _____
2nd Reading: _____