CITY COUNCIL MEETING
June 2, 2025 6:00 p.m.
Council Chambers
Howard L. Brown Public Safety Building
1100 SW Smith
Blue Springs, Missouri

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

Anyone wishing to address the Mayor and Council 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

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 19, 2025 City Council Meeting
   b. Resolution No. 36-2025 approving a Disposition of Records
   c. Resolution No. 37-2025 approving a Site Lease Agreement with T-Mobile for Keystone Water Tower
   d. Resolution No. 38-2025 approving an amendment to Resolution No. 79-2024, with Genesis Environmental Solutions for construction services to replace the cross-road box culvert on Sunnyside School Road
   e. Resolution No. 39-2025 approving a contract with Freeman Concrete Construction for the 2023 Community Development Block Grant Sidewalk Program

4. Bill No. 5302 with Lake Lotawana and Bill No. 5303 with Lake Tapawingo for animal control services - **Continued from April 7, 2025 to June 2, 2025 and to be continued indefinitely**

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

6. Introduction and readings of Bill No. 5320 approving a 7 Brew Final Plat (PF-04-25-9540)

7. Introduction and readings of Bill No. 5321 approving an agreement with Mid-America Regional Council for the Little Blue River Watershed Feasibility Study

8. Introduction and readings of Bill No. 5322 accepting temporary construction and permanent utility easements for the NW South Outer Road Water Main Project

9. 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.**

10. Councilmember Comments

11. Mayoral Comments

12. **Executive Session** – Discussion related to Personnel pursuant to Sections 610.021 (3) & (13)

Miscellaneous Items

Park Commission Meeting – Tuesday, June 3, 6:00 PM
Planning Commission Meeting – Monday, June 9, 6:30 PM
Public Arts 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
Economic Development Council – Wednesday, June 18, 8:15 AM
Juneteenth – **City Offices Closed –** Thursday, June 19
Planning Commission Meeting – Monday, June 23, 6:30 PM
Public Safety Citizen Advisory Board Meeting – Tuesday, June 24, 6:00 PM
Park Commission Meeting – Tuesday, July 1, 6:00 PM
Independence Day – **City Offices Closed –** Friday, July 4
City Council Meeting – Monday, July 7, 6:00 PM

This Agenda was posted at City Hall and on the City's website on Thursday, May 29, 2025.

Erin Ford
City Clerk

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

FROM: Christine Cates
City Administrator

DATE: May 29, 2025

SUBJECT: Agenda Explanations

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

Item 3c – T-Mobile Lease for Keystone Water Tower
Adopt a Resolution approving a Site Lease Agreement with T-Mobile Central LLC for leasing space for communications equipment on the Keystone Water Tower for up to 39 years. Refer to Council Information Form from Assistant City Administrator Dennis Dovel for additional information.

Item 3d – Contract Amendment for Cross-road Box Culvert on Sunnyside School Road
Adopt a Resolution approving a contract amendment to Contract No. 2024-159, Resolution No. 79-2024, in the amount of $62,611.99 with Genesis Environmental Solutions, Inc. for construction services to replace the cross-road box culvert on Sunnyside School Road near SE 2nd and US 40 Highway. The Sunnyside School Road Culvert Improvements, Project 24-07-01 is approved as CIP ST-42 and the original contract was funded utilizing American Rescue Plan Act (ARPA) funding. This change order will be funded by a transfer from the Capital Projects Fund ST-06. Refer to Council Information Form from Assistant City Administrator Dennis Dovel for additional information.

Item 3e – Contract with Freeman Concrete Construction for 2023 CDBG Sidewalk Program
Adopt a Resolution approving a contract with Freeman Concrete Construction, LLC in the amount of $163,374.90 for the 2023 Community Development Block Grant Sidewalk Program 24-09-01. Refer to Council Information Form from Assistant City Administrator Dennis Dovel for additional information.

Item 6 – 7 Brew Final Plat
Passage of a Bill approving the Final Plat for 7 Brew (PF-04-25-9540) located at 400 NW 7 Highway. Refer to Council Information Form from Senior Director of City Development Mike Mallon for additional information.

Item 7 – Mid-America Regional Council for the Little Blue River Watershed Feasibility Study
Passage of a Bill approving an Agreement with Mid-America Regional Council (MARC) in the amount of $28,089 for the Little Blue River Watershed Feasibility Study - Phase Two Amendment. Refer to Council Information Form from Assistant City Administrator Dennis Dovel for additional information.

Item 8 – Easements for NW South Outer Road Water Main Project
Passage of a Bill accepting temporary construction and permanent utility Easements from the abutting property owners for the NW South Outer Road water main project (Project 24-08-03; CIP WA-12). Refer to Council Information Form from Assistant City Administrator Dennis Dovel for additional information.

CITY OF BLUE SPRINGS, MISSOURI
MINUTES OF COUNCIL MEETING
May 19, 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.

CALL MEETING TO ORDER

At 5:00 p.m. Mayor Lievsay called the meeting to order.

CLOSED SESSION

Councilmember Brummel moved for the Council to go into closed session pursuant to Section 610.021 (3) and (13) Revised Statutes of Missouri, for the purpose of privileged communications between a governmental body or its representative and legal counsel relating to personnel, and that any minutes, documents and other records discussed or taken during the closed session remain closed, and that the regular meeting of this body reopen at 6:00 p.m. Motion seconded by Councilmember Tholen and carried with the following votes:

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

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 open session of the City Council meeting to order at 6:01 p.m. The Deputy City Clerk confirmed a quorum of the Council was present.

CONSENT AGENDA

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

- Minutes of the May 5, 2025 City Council Meeting and May 7, 2025 City Council Strategic Planning Session.
- **Resolution No. 33-2025** 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.
- **Resolution No. 34-2025** approving Task Order #14 to Contract No. 2024-166 with SC Engineering, LLC, dba Cochran for Contract

DRAFT

Management Services for the Sni-A-Bar Wastewater Treatment Facility.

- **Resolution No. 35-2025** 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, CIP PR-71.
- Board and Commission Appointments
  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

The Consent Agenda was approved with the following vote:

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

ITEM 3d – RESOLUTION 35-2025 SOUTHWEST PARK DESIGN SERVICES

Councilmember Ericson requested Item 3d – Resolution No. 35-2025 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, CIP PR-71, be pulled from the Consent Agenda for separate discussion and vote.

Councilmember Ericson moved to approve Item 3d – Resolution 35-2025. Motion seconded by Councilmember Kaylor and carried unanimously.

PRESENTATION – PROCLAMATIONS FOR BLUE SPRINGS SCHOOL DISTRICT SPEECH TEAMS

Mayor Lievsay and Council recognized Blue Springs School District Speech and Debate Teams and gave special recognition to the following State Champions: Diedra Pierre for Dramatic Interpretation, Marin Heide for Original Oratory, and Coby Garcia for Storytelling.

PUBLIC HEARING – UNIFIED DEVELOPMENT CODE AMENDMENT RELATED TO BODY ART SERVICES (UDCT-04-25-9553)

Mayor Lievsay opened the Public Hearing to consider amendments to the Unified Development Code related to the definition of body art services at 6:12 p.m. (UDCT-04-25-9553). The minutes of the public hearing were recorded by a certified court reporter. Deputy City Clerk Megan Rodgers entered one exhibit into the record.

STAFF REPORT

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

IN SUPPORT OF

Brittany Manny spoke in support.

The Mayor hearing no further comments for or against, closed the public hearing at 6:24 p.m.

INTRODUCTION AND 1ST READING – BILL NO. 5315 – UNIFIED DEVELOPMENT CODE AMENDMENT REGARDING BODY ART SERVICES (UDCT-04-25-9553)

Councilmember Kaylor introduced Bill No. 5315 approving amendments to the Unified Development Code related to the definition of body art services. Deputy City Clerk Megan Rodgers made the first reading of Bill No. 5315 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Edmondson moved to approve Bill No. 5315 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Tholen and carried with Councilmember Ericson voting no.

2ND READING – BILL NO. 5315

Ms. Rodgers made the second reading of Bill No. 5315 by title. Councilmember Edmondson moved to adopt Bill No. 5315 upon its second reading and give it **ORDINANCE NO. 5418,** with a copy attached hereto and made a part of the minutes. 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

PUBLIC HEARING – B LASHED INK CONDITIONAL USE PERMIT (CUP-04-25-9533)

Mayor Lievsay opened the Public Hearing to consider a Conditional Use Permit with Alternative Development Standards allowing body art/microblading services in Downtown Zoning District “T-5” within 500 feet of residential use and a church at 6:33 p.m. (CUP-04-25-9533). The minutes of the public hearing were recorded by a certified court reporter. Deputy City Clerk Megan Rodgers entered one exhibit into the record.

STAFF REPORT

Associate Planner Shantele Frie reviewed the details of the proposed Conditional Use Permit and addressed questions from the Council.

APPLICANT

Applicant Brittany Manney was present and addressed questions from the Council.

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

INTRODUCTION AND 1ST READING – BILL NO. 5316 – B LASHED INK CONDITIONAL USE PERMIT (CUP-04-25-9533)

Councilmember Ericson introduced Bill No. 5316 approving a Conditional Use Permit with Alternative Development Standards allowing body art/microblading services in Downtown Zoning District “T-5” within 500 feet of residential use and a church. Deputy City Clerk Megan Rodgers made the first reading of Bill No. 5316 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Edmondson moved to approve Bill No. 5316 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Tholen and carried unanimously.

2ND READING – BILL NO. 5316

Ms. Rodgers made the second reading of Bill No. 5316 by title. Councilmember Edmondson moved to adopt Bill No. 5316 upon its second reading and give it **ORDINANCE NO. 5419,** 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 – Aye
Edmondson – Aye
Rowan – Aye
Kaylor – Aye
Tholen – Aye
Mayor Lievsay – Aye

PUBLIC COMMENT

Jen Cline and Erica Knight spoke in support of Bill No. 5318 a Code Amendment related to Backyard Hens.

Ken Horrell and Chuck Zuvers spoke in opposition to Bill No. 5318 a Code Amendment related to Backyard Hens.

Ken Horrell spoke in opposition to Bill No. 5319 a Code Amendment related to Commercial Vehicles.

INTRODUCTION AND 1ST READING – BILL NO. 5317 – CONTRACT WITH BLUE SPRINGS R-IV SCHOOL DISTRICT FOR POLICE OFFICERS AND DISPATCHING SERVICES

Councilmember Edmondson introduced Bill No. 5317 approving a a contract with the Blue Springs R-IV School District for police officers at Blue Springs School District High Schools and dispatching services for the 2025-2026 school year. Deputy City Clerk Megan Rodgers made the first reading of Bill No. 5317 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Ericson moved to approve Bill No. 5317 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Tholen and carried unanimously.

2ND READING – BILL NO. 5317

Ms. Rodgers made the second reading of Bill No. 5317 by title. Councilmember Edmondson moved to adopt Bill No. 5317 upon its second reading and give it **ORDINANCE NO. 5420,** 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
Edmondson – Aye
Rowan – Aye
Kaylor – Aye
Tholen – Aye
Brummel – Aye
Mayor Lievsay – Aye

INTRODUCTION AND 1ST READING – BILL NO. 5318 – CODE AMENDMENT REGARDING BACKYARD HENS

Councilmember Edmondson introduced Bill No. 5318 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. Deputy City Clerk Megan Rodgers made the first reading of Bill No. 5318 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Edmondson moved to approve Bill No. 5318 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Tholen.

MOTION TO ADD BACKYARD HENS TO THE NEXT ELECTION BALLOT

Councilmember Ericson moved that an Ordinance prepared by staff be placed on the next possible upcoming election ballot and that staff make any necessary adjustments to make sure the Ordinance conforms to all ballot language requirements and to allow 60 days for Council discussion or change of ballot language. Motion seconded by Councilmember Kaylor.

Motion **failed** with the following vote:

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

MOTION TO AMEND BILL 5318

Councilmember Brummel moved to amend Bill No. 5318 and Senior Director of City Development Mike Mallon outlined the proposed amendments to Section 215.127 Regulation of Backyard Hens:

- P.1 Permit Required – amended to remove the requirement for an annual permit, remove references to specific City departments and replace with “the City” and add language regarding permits being valid in perpetuity if continued compliance is demonstrated
- P.2 Applications – amended to remove non-refundable fee
- P.3 Conditions for Approval – amended to remove section title, remove requirement for evidence, remove evaluation requirements and remove letters i-l
- P.4 Permit Fee – remove section four (requirement for permit fees)

A copy of the redlined Amended Bill 5318 with all proposed changes is attached to these Minutes and incorporated herein.

Motion to amend seconded by Councilmember Rowan and carried with the following vote:

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

APPROVE 1ST READING – BILL 5318, AS AMENDED

Approval of first reading of Bill No. 5318, as amended, carried with a vote of 5 to 2, with Councilmembers Kaylor and Ericson voting no.

2ND READING – BILL NO. 5318, AS AMENDED

Ms. Rodgers made the second reading of Bill No. 5318 as amended by title. Councilmember Edmondson moved to adopt Bill No. 5318 as amended upon its second reading and give it **ORDINANCE NO. 5421,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Tholen and carried with the following vote:

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

INTRODUCTION AND 1ST READING – BILL NO. 5319 – CODE AMENDMENT REGARDING COMMERCIAL VEHICLES

Councilmember Edmondson introduced Bill No. 5319 Amending Section 365.080 Parking In Residential Zones, of the Code of Ordinances, City of Blue Springs, Missouri. Deputy City Clerk Megan Rodgers made the first reading of Bill No. 5319 by title; copies of the proposed Bill having previously been made available to the public.

MOTION TO CONTINUE

Councilmember Edmondson moved to continue Bill 5319 to the June 16, 2025 City Council meeting. Motion seconded by Councilmember Tholen and carried with Councilmember Ericson voting no.

COUNCIL COMMENTS

Councilmember Ericson recognized his 52nd wedding anniversary to wife Evelyn on May 19, 2025.

MAYORAL ANNOUNCEMENTS

- Recognized Public Works week and extended appreciation to staff for hard work and dedication
- Blue Surf Bay opens May 23, 2025 at noon
- Memorial Day is Monday, May 26, 2025
- Bite of Blue Springs food trucks will be in Downtown Blue Springs on May 24, 2025 and on fourth Saturdays throughout the summer.

ADJOURNMENT

At 7:24 p.m., there was no further business to come before the Council, Councilmember Kaylor moved the meeting be adjourned. Motion seconded by Councilmember Brummel and carried unanimously.

CITY OF BLUE SPRINGS

ATTEST

_____
Chris Lievsay, Mayor

_____
Megan Rodgers, Deputy City Clerk

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: May 9, 2025

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

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

ISSUE/REQUEST

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

BACKGROUND/JUSTIFICATION

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

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
immediately	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with disposition list attached as Exhibit A.

REVIEWED BY:

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

Resolution No. 36-2025

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

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

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

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

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

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

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 2nd day of June 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

Exhibit A

The City of Blue Springs Missouri

DISPOSITION LIST

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

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

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

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: October 2, 2024 **CONTRACT NO.**

SUBMITTED BY: Dennis Dovel **DEPARTMENT: Public Works**

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

ISSUE/REQUEST

Adopt a Resolution approving a Site Lease Agreement with T-Mobile Central LLC for leasing space for communications equipment on the Keystone Water Tower for up to 39 years.

BACKGROUND/JUSTIFICATION

The City originally entered into Contract 2017-134.14A for a Communications Site Lease with VoiceStream Kansas City, Inc. a Delaware corporation DBA T-Mobile on April 9, 2004. The term of the lease has expired, and a new Site Lease Agreement is necessary.

The proposed Site Lease is for antenna equipment on the Keystone Water Tower located at 2218 SW Keystone Drive, Blue Springs, MO 64015. T-Mobile Central LLC is the successor to the lease and equipment.

The Initial Term of the lease is five years. The Initial Term shall automatically renew for five automatic successive renewal terms lasting five years each (Renewal Term). Upon expiration of the final Renewal Term, the tenant shall have the right to continue to occupy the premises, and the term shall automatically extend for up to nine successive one-year periods (Extended Period).

The rent for the Initial Term (five years) is $38,343.63 per year. Rent for each successive Renewal Term shall be increased by 15% of the rent for the immediately preceding term. The rent for each Extended Period shall be increased by 3% of the rent for the immediately preceding year as illustrated in the table below.

Term Year	Annual Rent	Term Period
1-5	$ 38,343.63	Initial term
6-10	$ 44,095.17	1st Renewal Term
11-15	$ 50,709.45	2nd Renewal Term
16-20	$ 58,315.87	3rd Renewal Term
21-25	$ 67,063.25	4th Renewal Term
26-30	$ 77,122.74	5th Renewal Term
31	$ 79,436.42	1st Extended Period
32	$ 81,819.51	2nd Extended Period
33	$ 84,274.10	3rd Extended Period
34	$ 86,802.32	4th Extended Period

35	$ 89,406.39	5th Extended Period
36	$ 92,088.58	6th Extended Period
37	$ 94,851.24	7th Extended Period
38	$ 97,696.77	8th Extended Period
39	$ 100,627.68	9th Extended Period

FINANCIAL IMPACT

Lessee:	T-Mobile Central, LLC
Amount of Request/ Contract:	N/A
Amount Budgeted:	N/A
Budget Year:	FY 2024-25
Revenue to be Received:	$38,343.63 per year for 5 years. The rent for each successive Renewal Term shall be increased by 15% of the rent for the immediately preceding term. The rent for each Extended Period shall be increased by 3% of the rent for the immediately preceding year (see table above).
Revenue Account No.	100-00000-460650

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
December 31, 2024	January 1, 2030
Years and Months Contract in effect	**Number of times renewable**
5 years initial term	Five automatic five-year Renewal Terms and nine automatic one-year Extended Periods

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 Site Lease Agreement attached as Exhibit A.

REVIEWED BY:

Requesting Director: ***Dennis Dovel***	Budget: ***Karen Van Winkle***
Legal: ***Jennifer Baird***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:	☒	
Certificate of Insurance:	☐	N/A
E-Verify Affidavits:	☐	N/A
E-Verify proof of enrollment:	☐	N/A
Bond:	☐	N/A
Anti-Discrimination Against Israel Act Certification (contract over $100,000)	☐	N/A
Wage Order, by reference	☐	N/A
IRS Form W-9:	☒	
Bid/RFP/RFQ: (submit all)	☐	N/A
Bid/RFP/RFQ Tabulation:	☐	N/A
Bid Waiver: (less than three bids)	☐	N/A
Contractor address and email:	☒	T-Mobile USA, Inc. 12920 SE 38th Street Bellevue, WA 98006 Lease Compliance/A50202C
Project Exemption Certificate needed:	☐	N/A
Other:	☐	N/A

Resolution No. 37-2025

A RESOLUTION APPROVING A SITE LEASE AGREEMENT WITH T-MOBILE CENTRAL LLC FOR COMMUNICATIONS EQUIPMENT ON THE KEYSTONE WATER TOWER

WHEREAS, the City of Blue Springs owns the Keystone Water Tower; and

WHEREAS, T-Mobile Central LLC expressed a desire to lease space on the Keystone Water Tower for cellular communication equipment; and

WHEREAS, the City currently has numerous rental agreements with other major cell phone carriers. These rental agreements lease space on the Keystone Water Tower and at the Gregory O. Grounds Park, which generates income for the City and helps support General Fund programs and services; and

WHEREAS, staff recommends approval of a five-year lease with subsequent automatic renewal options that could total up to 39 years with T-Mobile Central LLC for locating cellular communication equipment on the Keystone Water Tower located at 2218 SW Keystone Drive, Blue Springs, MO 64015

WHEREAS, the Initial Term of the lease is five years. The Initial Term shall automatically renew for five (5) automatic successive renewal terms lasting five years each (Renewal Term). Upon expiration of the final Renewal Term, the tenant shall have the right to continue to occupy the premises, and the term shall automatically extend for up to nine successive one-year periods (Extended Period). The rent for the Initial Term is $38,343.63 per year. Rent for each successive Renewal Term shall be increased by 15% of the rent for the immediately preceding term. The rent for each Extended Period shall be increased by 3% of the rent for the immediately preceding year as illustrated in the table below.

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 Site Lease Agreement with T-Mobile Central LLC for leasing space for communications equipment on Keystone Water Tower for up to 39 years, with the lease payment for the Initial Term in the amount of $38,343.63 per year. A copy of the proposed Site Lease Agreement is attached hereto as Exhibit “A” and is incorporated herein.

Section 2. City staff is directed to perform all tasks necessary to implement said Site Lease Agreement.

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 2nd day of June 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

SITE LEASE AGREEMENT

This **SITE LEASE AGREEMENT** (this "**Lease**") is effective the date of the last signature on this Lease (the "**Effective Date**") by and between **The City of Blue Springs** a(n) Missouri Municipal Corporation ("**Landlord**") and **T-Mobile Central LLC** a Delaware limited liability company ("**Tenant**").

Landlord and Tenant agree to the following:

1. **Property Description**. Landlord is the owner of the real property located at 2218 SW Keystone Drive, as further described on **Exhibit A** (the "**Property**"). The Property includes 300 square feet plus any additional portions of the Property which Tenant may require for the use and operation of its facilities, as generally described on **Exhibit B** (the "**Premises**"). In addition to the square footage specified above, the Premises, as defined, shall include, but not be limited to, the following: cable runs and associated cable trays from the base transceiver station(s) (also referred to as the BTS) and the installation of power, telephone and other utility service cables. However, it is expressly agreed that the exact and precise location of the Tenant's Antenna Facilities (as defined below) are subject to review and approval by the planning and/or zoning boards having jurisdiction over the Property. The specific locations, number and type of equipment described in **Exhibit B** is for illustrative purposes only and in no way limits Tenant's ability to alter, replace, add to, expand, enhance, modify, supplement, replace, relocate or upgrade.

2. **Option.** Intentionally omitted

3. **Landlord Cooperation.** After the Effective Date Landlord shall cooperate with Tenant's due diligence activities, which shall include, but not be limited to, access to the Property for inspections, testing, permitting related to the Permitted Uses (as defined below). Tenant is authorized to sign, file, submit and obtain all zoning, land use, and other applications for permits, licenses, and approvals required for the Permitted Uses from all applicable governmental and quasi-governmental entities (collectively, the "**Governmental Approvals**"), and to the fullest extent necessary Landlord grants Tenant and its agents power of attorney to take all such actions on behalf of and in the name of Landlord. Landlord's cooperation shall include the prompt execution and delivery of any documents necessary to obtain and maintain Governmental Approvals or utility services. Landlord shall not take any actions which are in conflict with or interfere with Tenant's Governmental Approvals. All expenses associated with the Tenant's use of the property including, but not limited to, inspections, testing, and permitting, shall be paid for by the Tenant.

4. **Antenna Facilities and Permitted Uses.** Tenant leases the Premises for its equipment, personal property, and improvements associated with Tenant's wireless communications business (the **"Antenna Facilities"**). The Premises may be used for the construction, installation, operation, maintenance, repair, addition, modification, expansion, enhancement, upgrading, removal, relocation, or replacement of any and all Antenna Facilities (the "**Permitted Uses**") for no fee or additional consideration. The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant, at its expense, may use any and all reasonable means as Tenant deems necessary to control, secure or restrict access to the Antenna Facilities. Landlord hereby waives any and all lien rights it may have concerning the Antenna Facilities. If necessary to maintain service, Tenant shall have the right to locate a temporary antenna facility, (e.g. a cell-on-wheels) on the Property, including all utilities associated with the use of the temporary antenna facility. Landlord shall cooperate with the placement of the temporary facility at a mutually acceptable location.

5. **Lease Term.**

a) The Initial Term of the Lease shall be five (5) years commencing on the Effective Date (the "**Commencement Date**") and ending on the day immediately preceding the fifth (5^{th}) anniversary of the Commencement Date (the "**Initial Term**"). The Initial Term, together with any Renewal Terms and Extended Periods are referred to collectively as the "**Term**."

b) The Initial Term shall automatically renew for five (5) automatic successive renewal terms lasting five (5)-years each (each a "**Renewal Term**"), provided, however, that Tenant may elect not to renew by providing notice prior to the expiration of the then current Term.

c) Upon the expiration of the final Renewal Term, Tenant shall have the right to continue to occupy the Premises and the Term shall automatically extend for up to nine (9) successive one (1) year periods (each, an "**Extended Period**"). Landlord may elect not to renew by providing notice to Tenant at least six (6) months prior to the expiration of the then current Extended Period. Tenant may terminate any Extended Period at any time by delivery of notice to Landlord.

6. **Rent/Other Charges.**

a) Upon the Commencement Date, Tenant shall pay Landlord rent in the amount of Thirty-Eight Thousand Three Hundred Forty-Three Dollars and 63/100 ($38,343.63) per year (**Rent**"). Tenant shall deliver Rent to Landlord at the address specified in the Notice section, or by electronic payment. The first Rent payment shall be due within thirty (30) days after the Commencement Date, credited for any Rents already paid since the expiration of Prior Lease. Subsequent Rent shall be payable by the on the anniversary of the Commencement Date herein.

b) The Rent for each successive Renewal Term shall be increased by fifteen (15%) percent of the Rent for the immediately preceding Term. The Rent for each Extended Period shall be increased by three (3%) percent of the Rent for the immediately preceding year.

c) Rent for any partial month shall be prorated on a per day basis, based on the number of days in the month in question. Landlord shall cooperate with Tenant regarding the use of any electronic rent payment systems or the provision of any associated documentation. Tenant may condition payment of Rent and any other sums payable under this Lease upon Tenant's receipt of a duly completed IRS form W-9, or similar governmental form.

d) Any charges payable under this Lease other than Rent shall be billed by Landlord to Tenant within twelve (12) months from the date the charges were incurred or due; otherwise the charges shall be deemed time-barred and forever waived and released by Landlord. Additionally, if it is determined by Tenant that Tenant overpaid Landlord for any charges due under the Lease, Tenant is permitted, upon written notice to Landlord, to deduct any such overpayment from Rent amounts due under this Lease.

7. **Interference.** Tenant shall not interfere with the radio frequency communications of Landlord or any of Landlord's existing tenants as of the Effective Date. After the Effective Date, Landlord shall not install, or permit any third party to install, any equipment or structures that interfere with or restrict the operations of Tenant. Any such interference shall be deemed a material breach of this Lease by Landlord and Landlord shall remove the cause of the interference within forty-eight (48) hours of notice notwithstanding any other cure periods in this Lease. Tenant shall have the right to exercise all legal and equitable rights and remedies to end the interference, including the right to terminate this Lease.

8. **Utility Services.** Tenant shall have the right to connect to, maintain, repair, modify, upgrade, remove, or replace existing utility related equipment and/or construct and install new utility related equipment and lines, including a generator, optical fiber facilities and alternative energy related equipment, to service its Antenna Facilities (collectively, the "**Utility Facilities**"). The Utility Facilities may be brought by Tenant to the Property and the Premises, and the charges for utility usage (the "**Utility Fees**") shall be payable as follows:

a) **Separate Meter**. Tenant shall install a separate meter to record its electricity usage on the Premises, and Tenant shall be solely responsible for paying all utility (electricity and telephone) service charges relating to the operation of its Antenna facility. All service charges are to be paid directly to the service provider.

9. **Access and Easements.**

a) Landlord shall furnish, at no additional charge to Tenant, unimpeded and secure access to the Premises including the Utility Facilities on a 24-hours-a-day, 7-days-a-week basis to Tenant and Tenant's employees, agents, contractors, and other designees. In the event that Landlord does not provide Tenant with access as described, Rent will be abated for the time period where Tenant was denied access to the Antenna Facilities.

b) Upon the Effective Date, Landlord shall provide all applicable access key(s) and a defined and accessible location on the Property for Tenant to install a secure lockbox to store any such access key(s) necessary to allow for 24-hours-a-day, 7-days-a-week physical access to all of Tenant's equipment or conduits. Landlord shall not change the method(s) of access or access key(s), without providing Tenant prior written notice and an updated set of access keys or new access code(s).

c) Landlord grants Tenant, at no additional Rent or charge, easements on, over, under and across the Property for ingress, egress, communications, power, and other utilities, installation, construction, demolition, and access to the Premises and any Utility Facilities (collectively, the "**Easements**"). Landlord shall not modify, interrupt, or interfere with any access, communications, electricity, or other utility equipment and Easements serving the Property, except with the prior written approval of Tenant.

d) Landlord acknowledges that denial of access may adversely impact Tenant's requirement as an FCC licensee to provide 9-1-1 emergency calling services and may adversely impact Tenant's ability to provide wireless services to its customers. Failure to provide Tenant access to the Premises, as required above, within 24 hours after receiving written notice of such failure shall be deemed a material Default. In the event Landlord, its employees, or agents impede or deny access to Tenant, its employees, or agents, Tenant shall, without waiving any other rights that it may have at law or in equity, have the right to deduct from the Rent due under this Lease five hundred and no/100 dollars ($500.00) per day for each day that access is impeded or denied.

10. **Termination.**

a) Tenant may terminate this Lease upon thirty (30) days prior written notice to Landlord, for any of the following reasons: (i) changes in local or state laws or regulations which adversely affect Tenant's ability to operate; (ii) a Federal Communications Commission ("**FCC**") ruling or regulation that is beyond the control of Tenant; (iii) in its sole discretion for technical, or economic reasons; or (iv) if Tenant is unable to obtain or maintain any Governmental Approval required for the construction or operation of Tenant's Antenna Facilities. Upon 365 days prior written notice to Landlord, Tenant may terminate this Lease for any or no reason.

b) Landlord may terminate this lease upon 365 days written notice to the Tenant in the event Landlords use of the Property becomes inconsistent with Tenant's continued use of the Premises including but not limited to sale or transfer or the Property, Redevelopment, or changes in the Landlord's infrastructure plan.

11. **Casualty and Condemnation.** If the Premises or Antenna Facilities are damaged or destroyed by wind, fire, or other casualty, Tenant shall be entitled to negotiate, compromise, receive, and retain all proceeds of Tenant's insurance and other claims and Tenant may terminate the Lease by written notice to Landlord. If the Premises, any Easements or Antenna Facilities are taken or condemned by power of eminent domain or other governmental taking, then: (a) Tenant shall be entitled to negotiate, compromise, receive, and retain all awards attributable to (i) the Antenna Facilities, (ii) Tenant's leasehold interest in the Property, (iii) any moving or relocation benefit available to Tenant and (iv) any other award available to Tenant that is not attributable to Landlord's title to or interest in the Property. If the Antenna Facilities are not operational or accessible, due to condemnation or casualty damages Tenant shall have the right to abate the Rent for that period time. In addition, Tenant may terminate the Lease by written notice to Landlord.

12. **Default and Right to Cure.**

(a) The following will be deemed a default by Tenant and a breach of this Lease (i) non-

payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Lease within thirty (30) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant.

(b) The following will be deemed a default by Landlord and a breach of this Lease. Landlord's failure to perform any term, condition, or breach of any warranty or covenant under this Lease within thirty (30) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord.

13. **Taxes.** Landlord shall pay when due all real estate taxes and assessments for the Property, including the Premises. Notwithstanding the foregoing, Tenant shall reimburse Landlord for any personal property tax paid for by Landlord which is solely and directly attributable to the presence or installation of Tenant's Antenna Facilities during the Term. Landlord shall provide notice of any tax or assessment within fifteen (15) days for which Tenant is liable in whole or in part. Tenant shall have the right to challenge any tax or assessment, and Landlord shall cooperate with Tenant regarding such challenge. In the event that Landlord fails to pay any taxes or other fees and assessments for the Property, including the Premises, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease. Landlord shall provide Tenant with written notice of any taxes due that Landlord fails to pay.

14. **Insurance and Subrogation and Indemnification.**

a) During the Term, Tenant and Landlord each shall maintain Commercial General Liability Insurance in amounts of One Million and no/100 Dollars ($1,000,000.00) per occurrence and Two Million and no/100 Dollars ($2,000,000.00) aggregate. Each party may satisfy this requirement by obtaining the appropriate endorsement to any master insurance policy such party may maintain. Tenant and Landlord shall each maintain "all risk" or "special causes of loss" property insurance on a replacement cost basis for their respectively owned real or personal property.

b) To the extent authorized by law and without waiving sovereign immunity and subject to the property insurance waivers set forth in the preceding subsection (b), Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liabilities, including reasonable attorneys' fees, to the extent caused by or arising out of: (i) any negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants or subtenants of the indemnifying party, (ii) any spill or other release of any Hazardous Substances (as defined below) on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants or subtenants of the indemnifying party, or (iii) any breach of any obligation of the indemnifying party under this Lease. The indemnifying party's obligations under this subsection are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same. In no event shall either party be liable for any consequential, special, indirect or punitive damages or causes of loss, whether arising from breach of strict liability, contract, tort or otherwise, and regardless of whether or not such party was advised of, or should have known, the possibility of such damages.

c) Tenant shall not be responsible or liable to Landlord or any third party for any claims, damages, costs, expenses, including liens, fines, penalties or other enforcement actions, attributable to any pre-existing violations of applicable laws, codes, ordinances or other regulations relating to the Property (collectively, "**Pre-Existing Violations**"). To the extent Tenant is or may be required to cure such Pre-Existing Violations in order to obtain any Governmental Approvals for its Permitted Uses of the Premises, Tenant shall have the right,

but not the obligation, to cure such Pre-Existing Violations and deduct the curative costs from Rent payable under this Lease.

d) All the provisions in this Lease 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 Lease is not intended to act as a waiver or limitation of Landlord, 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.

e) The provisions of subsections (b) and (c) above shall survive the expiration or termination of this Lease.

15. **Notices.** All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/A5C0202C

If to Landlord, to:
City of Blue Springs
Attn: Dennis Dovel
903 W Main Street
Blue Springs, MO 64015

Per the W-9 Form Rent is to be paid to:
City of Blue Springs
903 W Main Street
Blue Springs, MO 64015

16. **Quiet Enjoyment, Title and Authority.** Landlord covenants and warrants that: (a) Landlord has full right, power, and authority to execute and perform this Lease to grant Tenant the leasehold interest and Easements contemplated under this Lease; (b) Landlord has good and unencumbered title to the Property, free and clear of any liens and will not interfere with Tenant's Permitted Uses and any rights under this Lease; (c) the execution and performance of this Lease shall not violate any laws, ordinances, covenants, or the provisions of any Mortgage, lease, or other agreement binding on Landlord; (d) Tenant's use and quiet enjoyment of the Premises will not be disturbed; and (e) Landlord will be responsible, at its sole cost and expense, for maintaining all portions of the Property, except for Tenant's Antenna Facilities and equipment, in good order and condition and in compliance with all applicable laws, including without limitation, the roof and its weatherproof membrane, any support structure owned by Landlord, HVAC, plumbing, elevators, landscaping, and common areas.

17. **Environmental Laws.** Landlord and Tenant shall comply with all federal, state and local laws in connection with any substances brought onto the Property that are identified by any law, ordinance, or regulation as hazardous, toxic, or dangerous (collectively, the "**Hazardous Substances**"). Tenant agrees to be responsible for all losses or damage caused by any Hazardous Substances that it may bring onto the Property and will indemnify Landlord for all such losses or damages. Landlord agrees to be responsible for all losses or damage caused by any Hazardous Substances on or entering the Property, except those brought onto the Property by Tenant, and will, to the extent authorized by law and without waiving sovereign immunity, indemnify Tenant for all such losses or damages including the cost of any investigation or remediation, or other actions required to comply with applicable law. Landlord represents that it has no knowledge of any Hazardous Substances on the Property.

18. **Assignment.**

a) Tenant shall have the right to assign, sublease, or otherwise transfer this Lease, upon written approval by Landlord, which consent may be withheld or conditioned in Landlord's sole discretion.

Notwithstanding the foregoing, Tenant may, without Landlord's written consent assign or transfer this Lease to any parent, subsidiary, or affiliate entities or those of its parent, or to any entity that controls or is under common control with Tenant. Tenant shall also have the right to provide access and easement rights existing under this Lease, for the purposes of bringing in Utility Facilities, including fiber equipment. If Landlord consents to any assignment, sublease, or transfer of this Lease, Tenant and its successors and assigns shall remain jointly and severally responsible for the performance of all duties and obligations of the Tenant under this Lease.

b) Landlord shall have the right to assign and transfer this Lease only to a successor owner of the Property. Only upon Tenant's receipt of written verification of a sale, or transfer of the Property shall Landlord be relieved of all liabilities and obligations and Tenant shall look solely to the new landlord for performance under this Lease. Until Tenant receives required information and documents, Tenant shall not be responsible for any failure to make payments under this Lease and reserves the right to hold payments due under this Lease. Landlord shall not attempt to assign, or otherwise transfer this Lease separate from a transfer of ownership of the Property (the "**Severance Transaction**"), without the prior written consent of Tenant, which consent may be withheld or conditioned in Tenant's sole discretion.

19. **Relocation.**

a) Landlord must provide Tenant at least six (6) months written notice of any repairs, maintenance or other work (the "**Work**") during the Term of the Lease which would require the temporary relocation of the Antenna Facilities. Landlord agrees that the Work will not limit or interfere with Tenant's Permitted Uses of the Premises. Landlord will reimburse Tenant for all expenses incurred by Tenant required to accommodate the Work and impose no additional fees, considerations, or conditions upon Tenant. If necessary, in Tenant's sole determination, Tenant may elect to install a temporary communications facility (e.g. a "cell on wheels," or "COW") in another mutually agreeable location on the Property that provides Tenant coverage and service levels similar to those of the Antenna Facilities at the original location, while the Work is being performed. Tenant shall have the right to reinstall its Antenna Facilities immediately upon the completion of the Work. Tenant or its designee shall have the right to accompany Landlord, its agents or contractors whenever the Work is being performed on the Premises. Notwithstanding anything to the contrary, Landlord shall not have the right to permanently relocate the Antenna Facilities except as set forth herein.

~~b)~~ If Landlord desires to redevelop, modify, remodel, or in any way alter its Property or any improvements thereon ("**Redevelopment**"), Landlord shall in good faith use its best efforts to fully accommodate Tenant's continuing use of the Premises. If both parties to this Lease determine that the Redevelopment necessitates permanent relocation of the Antenna Facilities, Landlord shall have the right, subject to the following provisions of this section, to relocate the Antenna Facilities, or any part thereof, to an alternate location on the Property (the "**Relocation Premises**"), provided, however, that: (i) Landlord may only relocate Tenant once every ten years during the Lease; (ii) Landlord may only relocate Tenant after the Initial Term; (iii) Landlord must give Tenant at least twelve (12) months' written notice prior to such relocation; (iv) all third-party costs and expenses associated with or arising out of such relocation (including, without limitation, approval and permitting costs) shall be paid by Landlord; (v) such relocation shall be performed exclusively by Tenant or its agents; and (vi) such relocation shall not limit or interfere with Tenant's Permitted Uses of the Premises. Landlord shall exercise its relocation rights by delivering written notice to Tenant pursuant to the Lease and shall identify in the notice the proposed Relocation Premises on the Property.

20. **Marking and Lighting Requirements.** If any tower or other support structure for Tenant's Antenna Facilities is owned by Landlord, Landlord acknowledges that Landlord shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration and the FCC. Landlord shall indemnify and hold Tenant harmless from any fines or other liabilities caused by Landlord's failure to comply with these requirements.

21. **Prior Agreement.** Landlord and Tenant (or its predecessor in interest and/or affiliate) entered into that certain Communication Site Lease dated June 1, 2004 for Tenant's use of the Property, as further set forth therein (the "Prior Agreement"). The Prior Agreement expired on or about June 30, 2024, since which time Tenant

has continued to make all required payments and has remained on the Property under the terms of the Prior Agreement and with Landlord's permission. Upon the Effective Date, this Lease shall supersede and replace the Prior Agreement, which is hereby made void and shall have no further effect as of the Effective Date. Any payments made under the Prior Agreement covering a period following the Commencement Date shall be applied as a credit to this Lease.

22. **Miscellaneous.**

a) The prevailing party in any litigation or other legal proceedings arising under this Lease (including any appeals and any insolvency actions) shall be entitled to reimbursement from the non-prevailing party for reasonable attorneys' fees and expenses.

b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations, and other agreements with respect to the subject matter and Property. Any amendments to this Lease must be in writing and executed by both parties.

c) Landlord agrees to cooperate with Tenant in executing any documents which Tenant deems necessary to insure and protect Tenant's rights in, or use of, the Premises. Landlord shall execute and deliver: (i) a Memorandum of Lease in substantially the form attached as **Exhibit C**; and (ii) if the Property is encumbered by a deed, mortgage, or other security interest (each, a "**Mortgage**"), a subordination, non-disturbance and attornment agreement using Tenant's form.

d) This Lease and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Lease 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.

e) If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall be interpreted as to their fair meaning.

f) Each party hereby represents and warrants to the other that this Lease has been duly authorized, executed and delivered by it, and that no consent or approval is required by any lender or other person or entity in connection with the execution or performance of this Lease.

g) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent.

h) This Lease and the interests granted herein shall run with the land and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

i) This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed, scanned and emailed copy and electronic copies of this Lease shall legally bind the parties to the same extent as original documents.

LANDLORD: City of Blue Springs

Christine Cates, City Administrator
Date: _____

TENANT: T-Mobile Central LLC

DocuSigned by:
By: Lucia Renteria
0CED37BCA7214F7...
Printed Name: Lucia Renteria
Title: Sr Director, Eng. Development
Date: 5/7/2025

Initial LF DS

Approved as to form:

Jennifer M. Baird
Jennifer Baird, City Attorney

REAL ESTATE LEGAL T-MOBILE

T-Mobile Legal Approval

Docusign Envelope ID: C7295692-B852-438F-877D-5FBF668931B4

EXHIBIT A
Legal Description

Property address of
Assessor's tax parcel number of

The Property is legally described as follows:
[Enter legal description below or as an attachment(s) A-2, etc.]

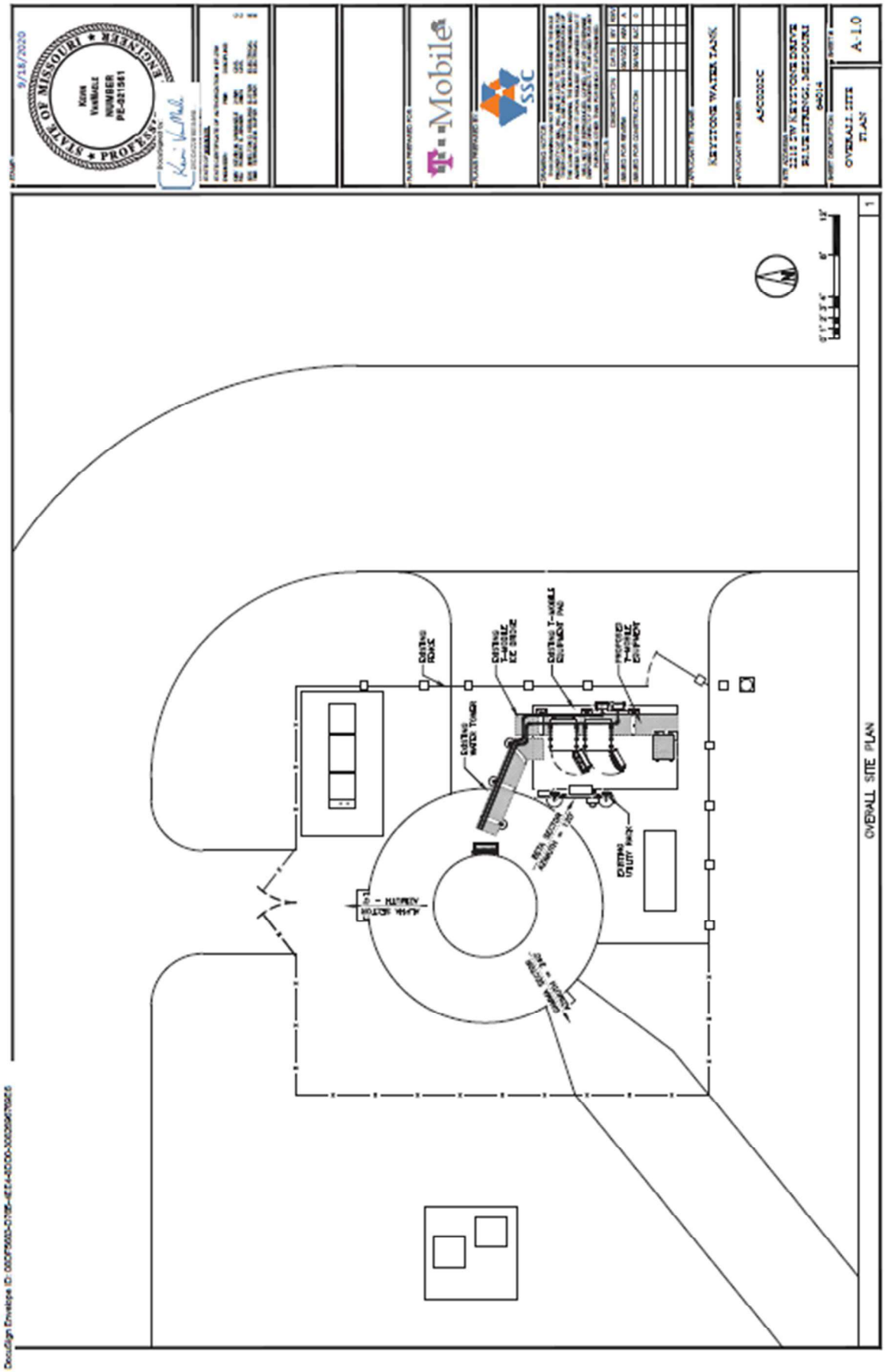
Commencing with the Northest corner of Section 7, Township 48, Range 30, in Jackson County, Blue Springs, Missouri; thence North 89 degrees 02' 52" West, 796 feet; thence south 0 degrees 26' 34" East, 231.00 feet to the true point of beginning; thence South 0 degrees 26' 34" East, 200 feet; thence North 88 degrees 39' 29" West, 200 feet; thence North 0 degrees 26' 34" West, 200 feet: thence south 88 degrees 36' 29" East, 200 feet to the true point of beginning.

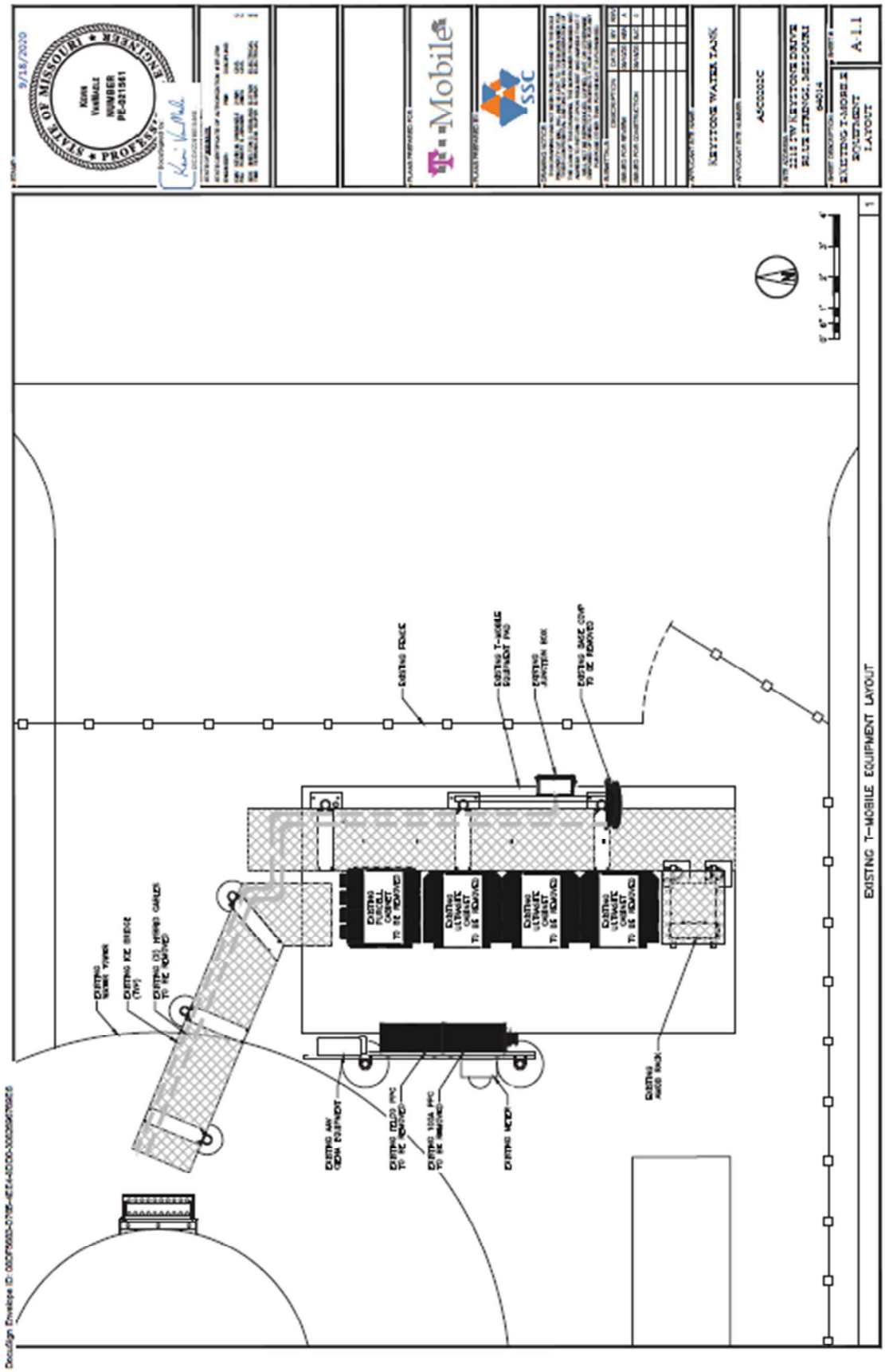
Docusign Envelope ID: C7295692-B852-438F-877D-5FBF668931B4

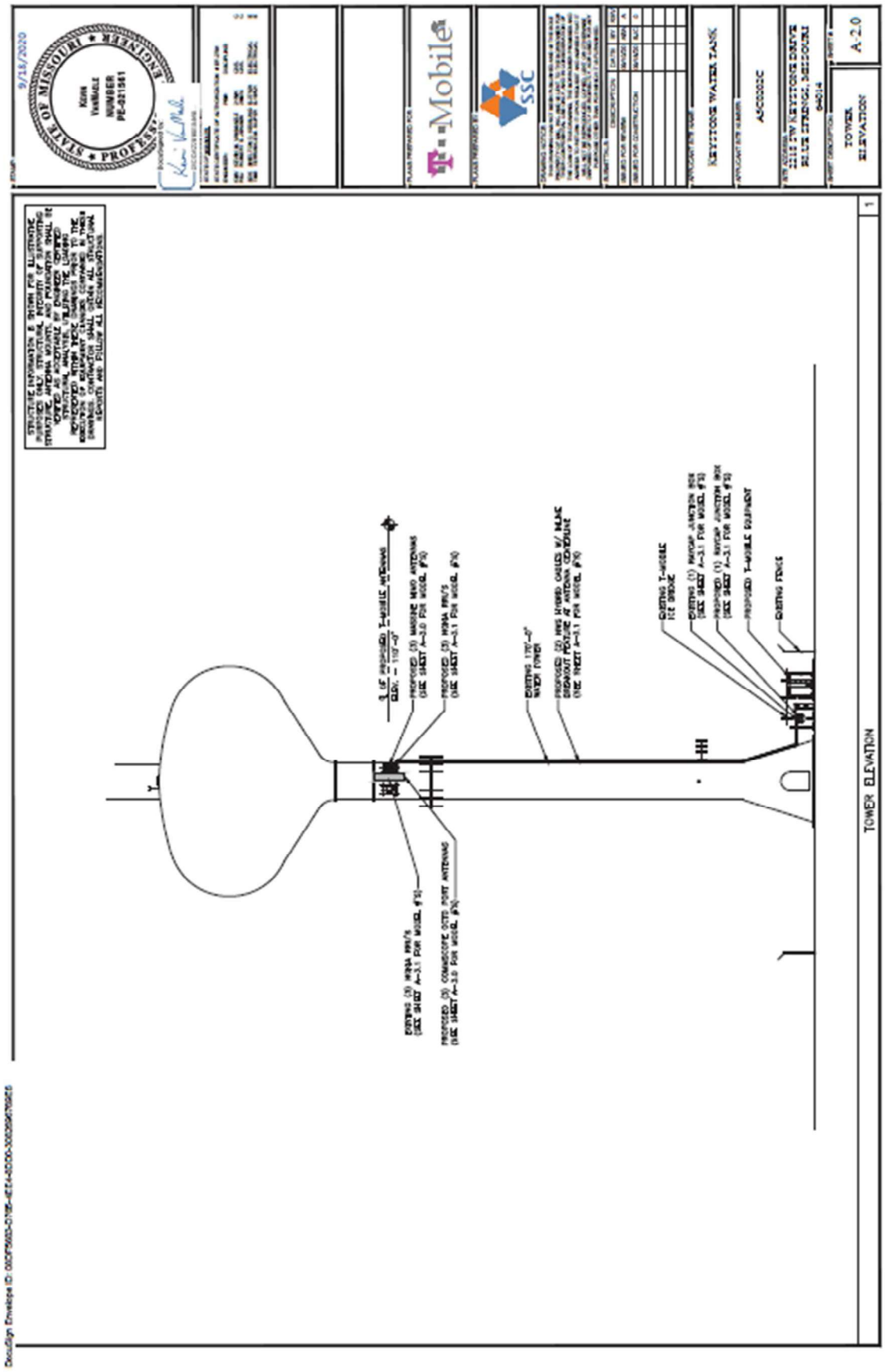
EXHIBIT B

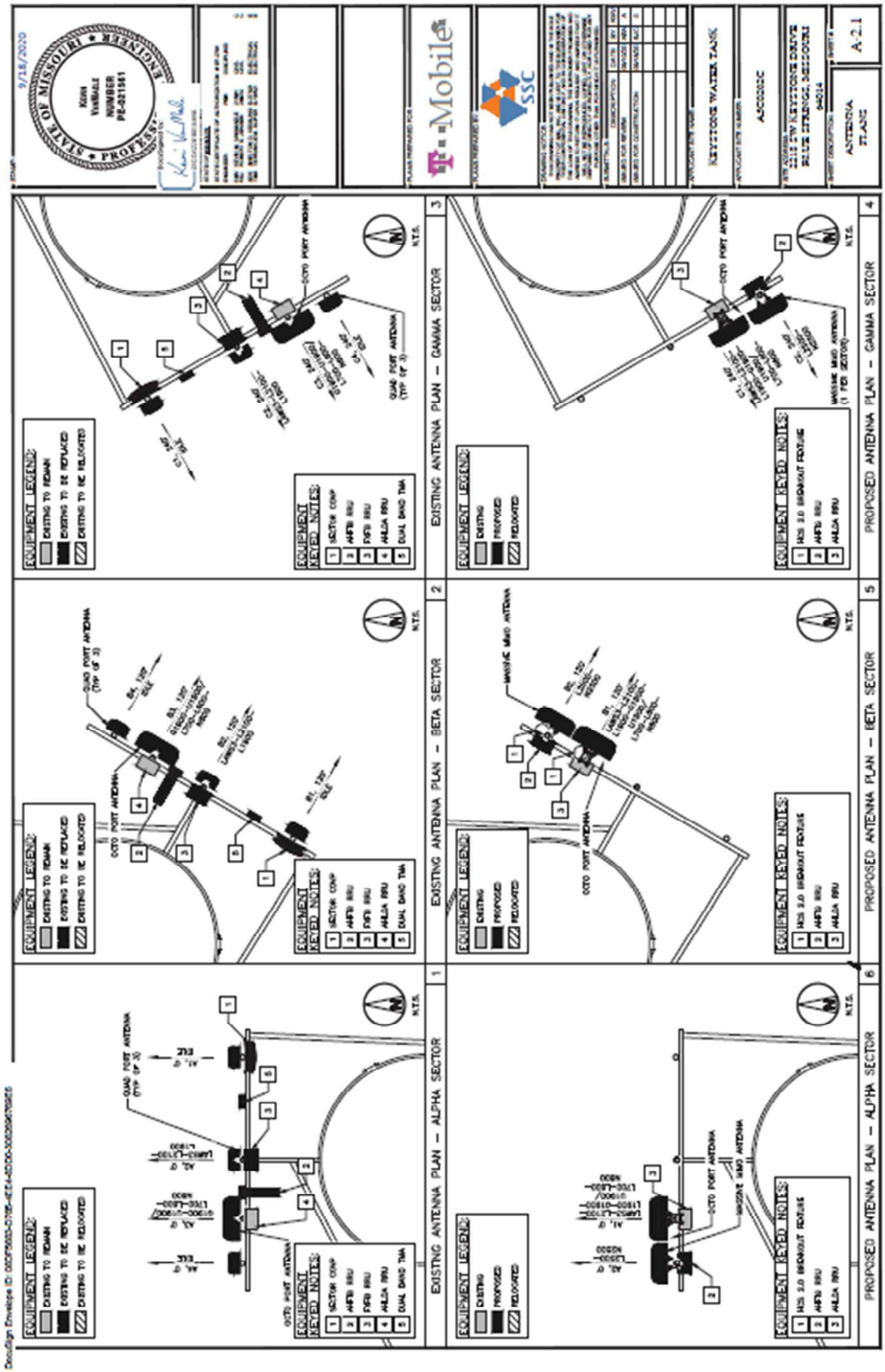
Subject to the terms and conditions of this Lease, the location of the Premises is generally described and depicted as shown below or in the immediately following attachment(s).

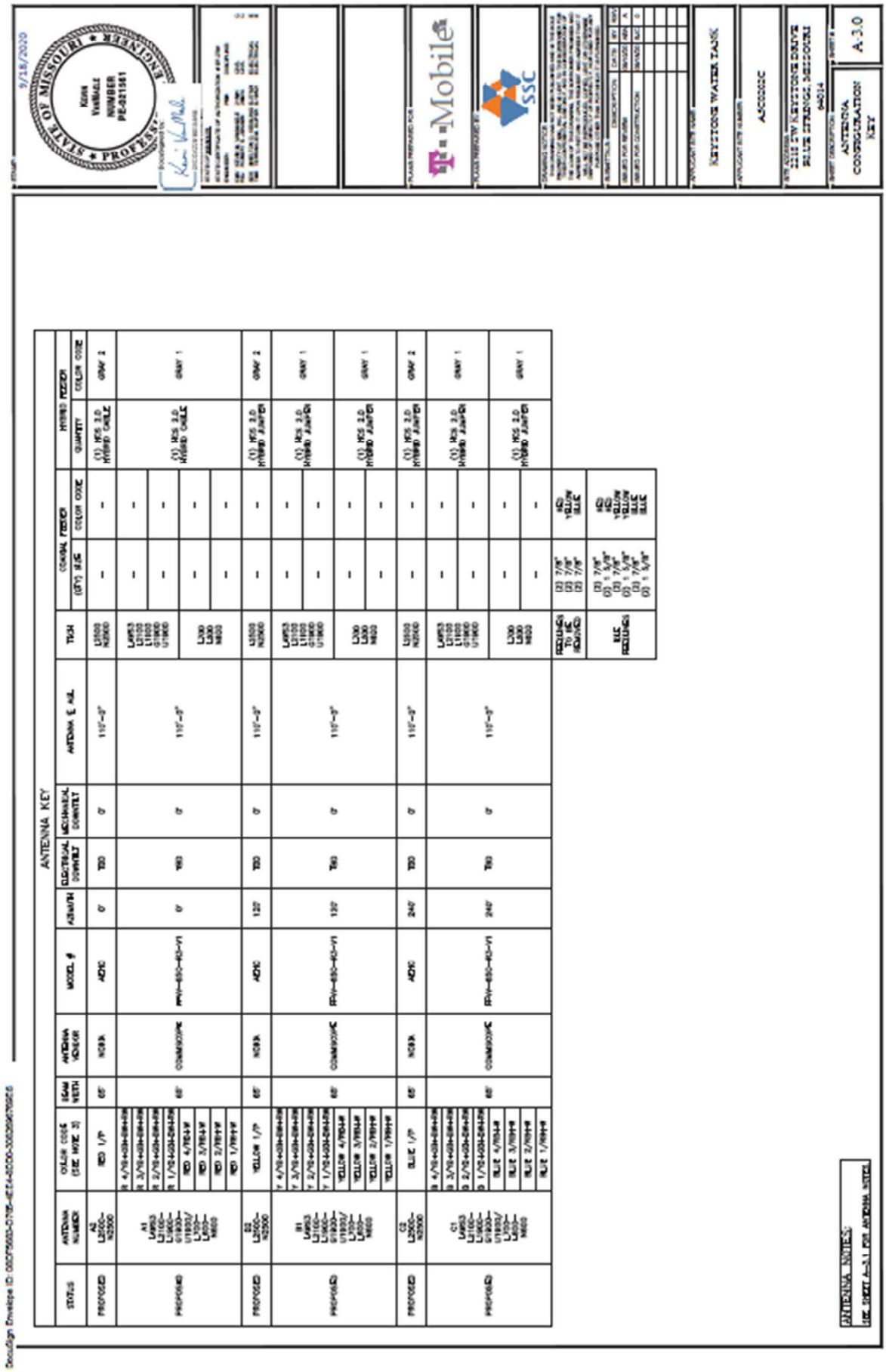
T-Mobile
APPLICANT SITE NAME:
KEYSTONE
WATER TANK
APPLICANT SITE NUMBER:
A5C0202C
T-MOBILE PROJECT TYPE:
ANCHOR
DRAWING DESCRIPTION:
FINAL CD
9/18/2020
STATE OF MISSOURI
PROFESSIONAL ENGINEER
SHELTON KEISLING
NUMBER PE-47329
AERIAL MAP
SITE LOCATION
SITE INFORMATION
SITE ADDRESS:
2318 SW KEYSTONE DRIVE
BLUE SPRINGS, MISSOURI
64014
COUNTY:
JACKSON
PROPERTY OWNER:
CITY OF BLUE SPRINGS
903 MAIN STREET
BLUE SPRINGS, MISSOURI
64013
TOWER INFORMATION:
LATITUDE:
LONGITUDE:
GROUND ELEV.
TOWER HEIGHT:
TOWER TYPE:
ANTENNA CL.
APPLICANT:
T-MOBILE
12920 S. BOOSTER ST., STE 200
OVERLAND PARK, KS 66213
PROJECT INFORMATION
PROJECT:
ANCHOR
ADDL CONFIGURATION
SPRINGER
ADDL DATE:
9/18/20
STRUCTURAL COMPANY:
SSC
STRUCTURAL REPORT #
SSC
STRUCTURAL DATE:
9/2/20
DRAWING INDEX
SHEET NO.
SHEET DESCRIPTION
DESC
T-1.0
TITLE SHEET
A-1.0
OVERALL SITE PLAN
A-1.1
ENLARGED SITE PLAN
A-1.2
EQUIPMENT DETAILS
A-1.3
ANTENNA & EQUIPMENT PLANS
A-2.0
ELEVATIONS
A-2.1
ELEVATIONS
A-3.0
ANTENNA MOUNT DETAILS
A-3.1
ANTENNA MOUNT DETAILS
A-4.0
EQUIPMENT DETAILS
A-4.1
EQUIPMENT DETAILS
G-1.0
GROUNDING PLAN
E-1.0
ELECTRICAL DIAGRAM
E-2.0
ELECTRICAL DETAILS
E-3.0
ELECTRICAL DETAILS
E-4.0
ELECTRICAL DETAILS
CONSULTING TEAM
ENGINEERING:
CLIENT MANAGER:
A&E PROJECT MANAGER:
LEAD ENGINEER:
LEAD ELECTRICAL:
JURISDICTION COMPLIANCE
ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED
IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING
APPLICABLE CODES AS ADOPTED BY THE LOCAL GOVERNING
AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED
TO MEAN WORK NOT CONFORMING TO THESE CODES.
1. INTERNATIONAL BUILDING CODE
2. INTERNATIONAL MECHANICAL CODE
3. ANSI/TIA-222 STRUCTURAL STANDARD
4. NFPA 780 - LIGHTNING PROTECTION CODE
5. UNIFORM PLUMBING CODE
6. NATIONAL ELECTRICAL CODE
THE UTILITIES AS SHOWN ON THIS SET OF DRAWINGS WERE DEVELOPED
FROM THE INFORMATION AVAILABLE. THE INFORMATION PROVIDED IS NOT
APPLIED NOR INTENDED TO BE THE COMPLETE INVENTORY OF UTILITIES
IN THE AREA. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE
LOCATION OF ALL UTILITIES (WHETHER SHOWN OR NOT) AND PROTECT
SAID UTILITIES FROM ANY DAMAGE CAUSED BY CONTRACTOR'S ACTIVITIES.
811
Know what's below.
Call before you dig.
www.811before.com
KEYSTONE WATER TANK
A5C0202C
2318 SW KEYSTONE DRIVE
BLUE SPRINGS, MISSOURI
64014
TITLE SHEET
T-1.0


9/18/2020
STATE OF MISSOURI
ENGINEER
PROFESSIONAL
T-Mobile
SSC
KEYSTONE WATER TANK
A5C0202C
A-1.0
OVERALL SITE PLAN
OVERALL SITE PLAN
EXISTING FENCE
EXISTING WATER TOWER
EXISTING EQUIPMENT PAD
PROPOSED T-MOBILE EQUIPMENT
ACCESS


EXISTING T-MOBILE EQUIPMENT LAYOUT
A-1.1
KEYSTONE WATER TANK
A5C0202C
9/15/2020


9/15/2020
ENGINEER
STATE OF MISSOURI
PROFESSIONAL
KEVIN VanWOLF
NUMBER
PE-021941
T-Mobile
SSC
KEYTESVILLE WATER TANK
ACCESS:
TOWER ELEVATION
A-2.0
TOWER ELEVATION


EXISTING ANTENNA PLAN – ALPHA SECTOR
EXISTING ANTENNA PLAN – BETA SECTOR
EXISTING ANTENNA PLAN – GAMMA SECTOR
PROPOSED ANTENNA PLAN – ALPHA SECTOR
PROPOSED ANTENNA PLAN – BETA SECTOR
PROPOSED ANTENNA PLAN – GAMMA SECTOR
EQUIPMENT LEGEND:
EQUIPMENT KEYED NOTES:
T-Mobile
SSC
KEYSTONE WATER TANK
ANTENNA PLANS
A-2.1


ANTENNA KEY
STATE OF MISSOURI
ENGINEER
PROFESSIONAL
T-Mobile
SSC
KENTUCKY WATER TANK
ASCENSIC
ANTENNA CONFIGURATION KEY
A-3.0
ANTENNA NOTES:

EQUIPMENT KEY – EQUIPMENT PAD

LOCATION	VENDOR	EQUIPMENT	MODEL NO.	TECH	QTY.	STATUS
HPLD CABINET	NOKIA	SYSTEM MODULE	AHBI	L2500 L1900 L700 L600	1	PROPOSED
		COMBINER MODULE	AEIB	L2500	1	PROPOSED
		COMBINER MODULE	AEIB	L2500 L1900 L700 L600	1	PROPOSED
		CAPACITY MODULE	AEIC	L2500	3	PROPOSED
		CAPACITY MODULE	AHBI	L2500 L1900	2	PROPOSED
		CAPACITY MODULE	AHA	L700 L600	1	PROPOSED
HPLD CABINET	NOKIA	SYSTEM MODULE	AHBI	N2500 N850	1	PROPOSED
		COMBINER MODULE	AEIB	N2500 N850	1	PROPOSED
		COMBINER MODULE	AEIB	N850	1	PROPOSED
		CAPACITY MODULE	AEIL	N850	1	PROPOSED
		CAPACITY MODULE	AEIL	N2500	3	PROPOSED
HPLD CABINET	NOKIA	SYSTEM MODULE	FHIF	01900 U1900	1	RELOCATED
MOUNTED TO EC RISER POST	RAYCAP	JUNCTION BOX	RTMDC-3624-PF-48	L2500 N2500	1	PROPOSED
MOUNTED TO EC RISER POST	RAYCAP	JUNCTION BOX	RTMDC-3624-PF-48	L2500 L700 01900 U1900 L700 L600 N850	1	PROPOSED

EQUIPMENT KEY – SECTOR

LOCATION	VENDOR	EQUIPMENT	MODEL NO.	TECH	QTY.	STATUS
1 PER SECTOR	NOKIA	RRU	AHBI	L2500 L1900 01900 U1900	3	PROPOSED
1 PER SECTOR	NOKIA	RRU	AHBA	L700 L600 N850	3	EXISTING

EQUIPMENT KEY – FEEDLINES

LOCATION	VENDOR	EQUIPMENT	MODEL NO.	QTY.	LENGTH	STATUS
MULTI SECTOR	NOKIA	HIS 2.0 HYBRID CABLE	HY-9503-HHH-150	2	150'-0"	PROPOSED
ALPHA SECTOR	COMMSCOPE	HYBRID JUMPER	HFR10-40M0D-25	3	25'-0"	PROPOSED
BETA SECTOR	COMMSCOPE	HYBRID JUMPER	HFR10-40M0D-15	3	15'-0"	PROPOSED
GAMMA SECTOR	COMMSCOPE	HYBRID JUMPER	HFR10-40M0D-25	3	25'-0"	PROPOSED

ANTENNA NOTES:

1. ANTENNA CONTRACTOR SHALL ENSURE THAT ALL ANTENNA MOUNTING TYPES ARE PLUMB.
2. REFLINE LENGTHS INDICATED ARE APPROXIMATE.
3. ANTENNA CHANNEL FEEDERS & ANTENNA JUMPERS SHALL BE COLOR CODED TO T-MOBILE STANDARDS. CONTRACTOR SHALL FOLLOW THE COLOR CODE SCHEME BELOW AS IT RELATES TO EACH ANTENNA PROVIDED & ANTENNA JUMPER.

   L2500/N2500 – PURPLE STRIP
   L1900/U1900 – YELLOW STRIP
   L700 – GREEN-WHITE CHECKER STRIP
   01900 – GREEN-BLACK CHECKER STRIP
   L600 – BLACK-WHITE CHECKER STRIP
   U700 – BROWN-WHITE CHECKER STRIP
   N850 – RED-WHITE CHECKER STRIP
   L2500/N850 – WHITE STRIP

   ALPHA – RED STRIP
   BETA – YELLOW STRIP
   GAMMA – BLUE STRIP
   DELTA – GREEN STRIP
   OMEGA – WHITE STRIP
   ZETA – PURPLE STRIP
   HYBRID – GRAY STRIP

4. IN ADDITION TO THE COLOR CODE THE FOLLOWING ANTENNA IDENTIFICATION LABELS SHALL BE AFFIXED TO EACH ANTENNA SECTOR FEEDLINE & JUMPER.

   LPA-186463/6CF
   LPA-186463/6CF-T0
   LPA-186463/6CF-T1
   LPA-186463/6CF-T2
   LPA-186463/6CF-T3
   LPA-186463/6CF-T4
   LPA-186463/6CF-T5

5. MULTI PORT ANTENNAS TO HAVE UNUSED ANTENNA PORTS WITH CONNECTOR CAP & WATERPROOF THERMOSHRINK JOINTS FROM THE MFR TO BE INSTALLED BY CONTRACTOR PRIOR TO POWERING IN EACH SECTOR.
6. CONTRACTOR SHALL VERIFY AZIMUTH OF ANTENNA AND ADJUST AS NECESSARY TO ACHIEVE DESIGN AZIMUTH AS INDICATED ON THE RF DRAWINGS. ANTENNAS SHALL BE INSTALLED AT THE AZIMUTHS AND PROVIDE THE INFORMATION TO T-MOBILE
7. MINIMUM BEND RADIUS:

   LPA-186463/6CF HYBRID LINE – 8"
   FLA-7300 FIBER FLEX – 1 1/4"
   ANT-465A (1 5/8" HYBRID LINE) – 10"
   ANT-465A (1 5/8" HYBRID LINE) – 1'-3"
   LPA-186463/6CF HYBRID LINE – 1'-3"
   LOW-PIM HYBRID CABLE – 1'-3"
   HIGH-PIM HYBRID CABLE – 1'-3"

8. CONTRACTOR SHALL VERIFY ALL EQUIPMENT AND ANTENNAS ARE COMPATIBLE WITH EACH OTHER AND INSTALLED AS PER MANUFACTURER'S SPECIFICATIONS.
9. CONTRACTOR TO PROVIDE ALL ANTENNA CONNECTORS WITH SELF AMALGAMATING TAPE
10. ANTENNA CONTRACTOR SHALL PERFORM A "TAPE DROP" MEASUREMENT TO CONFIRM/VALIDATE ANTENNA CENTERLINE (RAD) HEIGHT. CONTRACTOR SHALL SUBMIT A COMPLETED HEIGHT VERIFICATION FORM TO THE CONSTRUCTION MANAGER.

9/18/2020

STATE OF MISSOURI * ENGINEER * PROFESSIONAL
KEVIN VANWALE NUMBER PE-021541

T-Mobile

SSC

KEYSTONE WATER TANK

ASCENSC

2215 SW KEYSTONE DRIVE BLUE SPRINGS, MISSOURI 64014

EQUIPMENT CONFIGURATION KEY

A-3.1

EXHIBIT C
Memorandum of Lease

[CONFIRM HEADING/MARGINS/FORMAT CONFORM TO STATE AND LOCAL REQUIREMENTS]

(Separate Document to be Executed)

Memorandum
of
Lease

After Recording, Mail To:
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance
Site Number: A5C0202C

APN: { FILLIN }
Loan No.

MEMORANDUM OF LEASE

A Site Lease Agreement (the "Lease") by and between **The City of Blue Springs**, a(n) Missouri Municipal Corporation ("Landlord") and **T-Mobile Central LLC**, a Delaware limited liability company ("Tenant") was made regarding a portion of the following property (as more particularly described in the Lease, the "Premises"):

See Attached **Exhibit A** incorporated herein for all purposes.

Without limiting the terms and conditions of the Lease, Landlord and Tenant hereby acknowledge the following:

1. Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Lease.
2. Pursuant to the Lease, the initial term of the Lease shall be for five (5) years commencing on the Effective Date.
3. Tenant shall have the right to extend the Lease for five (5) additional and successive five (5)-year terms which may be extended for up to nine (9) additional and successive one-year periods.
4. This memorandum is not a complete summary of the Lease. It is being executed and recorded solely to give public record notice of the existence of the Lease with respect to the Premises. Provisions in this memorandum shall not be used in interpreting the Lease provisions and in the event of conflict between this memorandum and the said unrecorded Lease, the unrecorded Lease shall control.
5. This memorandum may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LANDLORD: City of Blue Springs

By: _____

Printed Name: _____

Title: _____

Date: _____

Example Only
Execute As Separate Document

TENANT: T-Mobile Central LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

Example Only
Execute As Separate Document

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this, the ___ day of _____, 2025, before me, a notary public, personally appeared Christine Cates, who acknowledged herself to be the City Administrator of the City of Blue Springs, Missouri, a municipal corporation, and that she as such, being authorized to do so, executed the foregoing instrument for the purpose contained therein.

In witness whereof, I hereunto set my hand and official seal.

[SEAL]

_____
Notary Public
Print Name _____
My commission expires _____

[Notary block for Tenant]

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that she/he signed this instrument, on oath stated that she/he was authorized to execute the instrument and acknowledged it as the _____ of **T-Mobile Central LLC**, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____
Notary Public
Print Name _____
My commission expires _____

(Use this space for notary stamp/seal)

Docusign Envelope ID: C7295692-B852-438F-877D-5FBF668931B4

Memorandum of Lease - Exhibit A
Legal Description

The Property is legally described as follows:

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: May 6, 2025 **CONTRACT NO. 2024-159**

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

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

ISSUE/REQUEST

Adopt a Resolution approving a contract amendment to Contract No. 2024-159, Resolution No. 79-2024, in the amount of $62,611.99 with Genesis Environmental Solutions, Inc. for construction services to replace the cross-road box culvert on Sunnyside School Road near SE 2nd and US 40 Highway. The Sunnyside School Road Culvert Improvements, Project 24-07-01 is approved as CIP ST-42 and the original contract was funded utilizing American Rescue Plan Act (ARPA) funding. This change order will be funded by a transfer from the Capital Projects Fund ST-06.

BACKGROUND/JUSTIFICATION

City Council entered into a contract with Genesis Environmental Solutions, Inc. on October 7, 2024 by Resolution No. 79-2024 to make improvements to the Sunnyside School Road cross-road box culvert. This is an existing box culvert in the middle of a curve in a narrow section of roadway with sharp drop offs on both sides presenting staff with maintenance challenges. The headwalls of this stormwater infrastructure asset are deteriorating and during periods of high water flows the creek water impounds the roadway, causing a dangerous situation for motorists.

This project was on the unfunded Capital Improvements Project list. Initial funding was made available through an ARPA grant. The project design includes extending the existing culvert on the upstream and downstream sides to facilitate a shoulder, guardrail, and future sidewalk connections. This project includes construction of approximately 91 CY of cast-in-place concrete box culvert extension in an existing drainage channel under SE Sunnyside School Road. Removal of portions of the existing structures, asphalt street restoration, guardrail replacement, and rock ditch liner are included in the scope of work. Once work began on the culvert and as debris was removed from the base, it was discovered the box was poured directly onto the bedrock located in the area. This has compromised the efficiency of the culvert, requiring re-engineering and design modifications to pour a new base floor. Once the design was complete, staff requested Genesis Environmental Solutions to provide a cost for the additional scope of service. The requested scope change cost is $62,611.99. Due to the road being closed and the need to continue with the project to not delay completion, staff has instructed the contractor to proceed with this added scope of work.

FINANCIAL IMPACT

Contractor:	Genesis Environmental Solutions, Inc.
Amount of Request/ Contract:	$62,611.99
Amount Budgeted:	$0
Budget Year:	FY2024-25

Funding Source/Account #:	100-30000-545120 Covid 19 ARPA
Account Balance:	$0.00 Date: 5/6/2025
Additional Funds Needed:	$62,611.99
Funding Source/Account #:	

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
October 8, 2024	August 31, 2025
Years and Months Contract in effect	**Number of times renewable**
10 months	0

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with change order attached as Exhibit A.

REVIEWED BY:

Requesting Director: ***Dennis Dovel***	Budget: ***Karen Van Winkle***
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:	☒	On File
Anti-Discrimination Against Israel Act Certification (contract over $100,000)	☒	On File

Wage Order, by reference	☒	Wage Order Number: 31 On File
IRS Form W-9:	☒	On File
Bid/RFP/RFQ: (submit all)	☒	On File
Bid/RFP/RFQ Tabulation:	☒	On File
Bid Waiver: (less than three bids)	☒	On File
Contractor address and email:	☒	On File
Project Exemption Certificate needed:	☒	On File
Other:	☐	

A RESOLUTION APPROVING CHANGE ORDER #1 IN THE AMOUNT OF $62,611.99 WITH GENESIS ENVIRONMENTAL SOLUTIONS, INC. FOR ADDITIONAL REPAIRS TO THE SUNNYSIDE SCHOOL ROAD CULVERT IMPROVEMENT PROJECT, FOR CONTRACT 2024-159

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 City Council entered into a contract on October 7, 2024, by Resolution 79-2024 with Genesis Environmental Solutions to make improvements to the Sunnyside School Road culvert; and

WHEREAS, it was discovered during debris removal the existing culvert was built directly on bedrock with no concrete floor; and

WHEREAS, staff requested Olsson, Inc. to evaluate and make structural recommendations on how to proceed with the reconstruction, and

WHEREAS, Olsson, Inc. made recommendations to the design, including adding a floor, wall tie-in detail and other structural modifications creating an additional scope of work for the contractor; and

WHEREAS, staff requested a cost for the additional scope of work from Genesis Environmental Solutions, Inc.; and

WHEREAS, this Change Order #1 to Contract 2024-159 will increase the amount payable under the contract by $62,611.99 for a total contract price of $475,831.84, as well as extend the completion date until August 31, 2025.

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 approve Change Order #1 to contract 2024-159 with Genesis Environmental Solutions, Inc., 8422 S. 7 Highway, Blue Springs, MO 64014 for additional work required to the Sunnyside School Road culvert.. 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 2nd day of June 2025.

CITY OF BLUE SPRINGS

ATTEST:

Chris Lievsay, Mayor

Erin Ford, City Clerk

EXHIBIT A

CITY OF BLUE SPRINGS
CHANGE ORDER REQUEST FORM

DATE: May 7, 2025

SUBMITTED BY: Dennis Dovel **DEPARTMENT:** Engineering

☐ Ordinance # _____	☐ Resolution #: 79-2024
☐ Administrative Contract #_____	☐ Product Purchase

ISSUE/REQUEST

Change Order Request.
Purchase Order # 25-1028

BACKGROUND/JUSTIFICATION

The purchase order referenced above is hereby increase **(use drop down)** by **$** 62,611.99. Describe below the reason for the change order.

Once work began on the culvert and as debris was removed from the base, it was discovered the box was poured directly onto the bedrock located in the area. This has compromised the efficiency of the culvert, requiring re-engineering and design modifications to pour a new base floor. Once the design was complete, staff requested Genesis Environmental Solutions to provide a cost for the additional scope of service. The requested scope change cost is $62,611.99. Due to the road being closed and the need to continue with the project to not delay completion, staff has instructed the contractor to proceed with this added scope of work.

FINANCIAL IMPACT (Finance Use Only)

Contractor/Vendor Name:	Genesis Environmental Solutions, INC.
Amount of Change Order Request:	62,611.99
Amount Available in Budget:	**$** 0.00
Budget Year:	FY2024/25
Funding Source/Account #	
Additional Funds Needed: Budget Transfer Request Form.xlsx	**$** 62,611.99
Funding Source/Account #	

LIST OF REFERENCE DOCUMENTS ATTACHED

1.

REVIEWED BY

Requesting Director: Dennis Dovel	City Administrator:
Council: RES 79-2024	Finance: Nicol A Mancini

FOR FINANCE USE ONLY:
Council Contract:

Budget Availability **Yes**_____ **No** X

Original Purchase Order Amount: **$** 413,219.85

10% of Original Purchase Order Amount **$** 41,321.99

Amount of Previous Change Orders #: ____ through ____: - **$** 0.00

Amount of This Change Order Request: - **$** 62,611.99

Total Amount Remaining Before *Council* Approval Is Needed: **$** -21,290.00

FOR FINANCE USE ONLY:
Administrative Contract (Part 1 of 2): Do total change orders equal 1% or greater?

Budget Availability Yes_____ No_____

Original Purchase Order Amount: $ _____

1% of Original Purchase Order Amount **$** _____

Amount of Previous Change Orders #: ____ through ____: - **$** _____

Amount of This Change Order Request: - **$** _____

Total Amount Remaining Before *City Administrator* Approval Is Needed: (not required if less than $100) **$** _____

FOR FINANCE USE ONLY:
Administrative Contract (Part 2 of 2): Do total change orders cause the total contract amount to exceed $75,000?

Maximum Contract Amount prior to Council:	$75,000	
Original Purchase Order Amount		- **$**
Amount of Previous Change Orders #: ____ through ___:		- **$**
Amount of This Change Order Request:		- **$**
Total Amount Remaining Before *Council Approval* Is Needed:		**$**

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: April 23, 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 with Freeman Concrete Construction, LLC in the amount of $163,374.90 for the 2023 Community Development Block Grant (CDBG) Sidewalk Program 24-09-01.

BACKGROUND/JUSTIFICATION

The Scope of Work includes 8,800 square feet of sidewalk construction and reconstruction, 72 linear feet of concrete curbing, five ADA compliant ramps and associated activities.

Staff advertised on the City's website, as well as the plan rooms of ePlan and Construction Connect. Bids were received from three contractors:

Freeman Concrete Construction, LLC	**$163,374.90**
Quality Custom Construction	$166,375.06
Krete Construction	$165,406.52
Engineer's Estimate:	$147,204.00

Contractor must abide by all HUD CDBG regulations as set forth in Attachment B and per the 2023 CDBG Sidewalk Program 24-09-01 attached as Attachment C.

The budget will be amended for this project because it uses funds from two different CDBG plan years.

FINANCIAL IMPACT

Contractor:	Freeman Concrete Construction, LLC
Amount of Request/ Contract:	$163,374.90
Amount Budgeted:	$0 (will be included in future budget amendment)
Budget Year:	FY 2024-25
Funding Source/Account #:	310-73000-543100 CDBG
Account Balance:	$0 Date: 5/25/2025
Revenue to be Received:	$163,374.90
Revenue Account No.	31000000420120 CDBG

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
June 2, 2025	July 31, 2025
Years and Months Contract in effect	**Number of times renewable**
Approx. 2 months	N/A

STAFF RECOMMENDATION

Staff recommends approval.

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with the contract attached as Exhibit A.

REVIEWED BY:

Requesting Director: ***Dennis Dovel***	Budget: ***Karen Van Winkle***
Legal: ***Jennifer Baird***	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
IRS Form W-9:	☒	
Bid/RFP/RFQ: (submit all)	☒	
Bid/RFP/RFQ Tabulation:	☒	
Bid Waiver: (less than three bids)	☐	
Contractor address and email:	☒	Freeman Concrete Construction 8357 Monticello RD Shawnee, KS 66227 monte@freemandb.com
Project Exemption Certificate needed:	☐	
Other:	☐	

A RESOLUTION APPROVING A CONTRACT WITH FREEMAN CONCRETE CONSTRUCTION, LLC FOR THE 2023 CDBG SIDEWALK PROGRAM 24-09-01

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 Davis-Bacon Federal Wage Rates and HUD 4010 Federal Labor Standards, shall be paid to all workers performing work under this Contract; and

WHEREAS, the Public Works Department prepared specifications and secured bids for the 2023 CDBG Sidewalk Program; and

WHEREAS, the Department received three bids and now recommends that the City award a contract to Freeman Concrete Construction, LLC for work based on scope of services in the amount of $163,374.90.

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 Freeman Concrete Construction, LLC for the 2023 CDBG Sidewalk Program 24-09-01 in the amount of $163,374.90. 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, 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 2nd day of June 2025.

CITY OF BLUE SPRINGS

ATTEST: Chris Lievsay, Mayor

Erin Ford, City Clerk

EFFECTIVE DATE: June 3, 2025	TERMINATION DATE: August 1, 2025	CONTRACT NUMBER:
CITY	**CONTRACTOR**	
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**	**Freeman Concrete Construction, LLC** **8357 Monticello Rd.** **Shawnee, KS 66227**	
Department: Public Works	Attention: Dana N. Knop	
Phone: 816-228-0265	Phone: 913-825-0744	

PUBLIC WORKS CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____ 202__, 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 **$163,374.90** 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. Current Wage Order Number , 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~~ KS)
) 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 Monte K. Freeman, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Monte K. Freeman and I am currently the Member of Freeman Concrete Construction, LLC (hereinafter "Company"), whose business address is 8357 Monticello Rd, Shawnee, KS 66227, 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

Monte K. Freeman, Member
Printed Name

Subscribed and sworn to before me this 28th day of May, 2025.

LYNN M. HERRINGTON
NOTARY PUBLIC
STATE OF KANSAS
SEAL
My Appt. Expires 1-22-2028

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. **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.

FREEMAN CONCRETE CONSTRUCTION, LLC

By: _____
Name: Monte K. Freeman
Title: Member

CITY OF BLUE SPRINGS, MISSOURI

_____
Christine Cates, City Administrator

APPROVED AS TO FORM

_____
Jennifer Baird, City Attorney

Exhibit 1 to Contract Scope of Work		
Name of Contractor	Freeman Concrete Construction, LLC	
Scope of Work (Job Description)	The contractor will construct sidewalk improvements and/or replace sidewalks to provide improved pedestrian access as identified in the 2023 CDBG Sidewalk Program Project No. 24-09-01, amended. All work shall be performed in accordance with Contractor's Bid Sheet with Add Alternate Bid with deleted items dated May 19, 2025 attached hereto and incorporated herein as Attachment A. Contractor must abide by all HUD CDBG regulations as set forth in Attachment B and per the 2023 CDBG Sidewalk Program 24-09-01 attached as Attachment C.	
Start Date	June 3, 2025	
Interim Deadlines (if applicable)	**Date**	**Phase of Project To Be Completed**
Final Completion Deadline	July 31, 2025	
Reimbursable Expenses	☒ None ☐ Travel, Lodging, Meals, Phone Calls, Copying, Postage	
Maximum Payment	$163,374.90	Maximum payment for services rendered
	$	Maximum amount of expenses to be reimbursed
	$163,374.90	Total maximum amount to be paid to Contractor
Method of Payment	☒ Lump sum of entire amount upon satisfactory completion of project ☐ Monthly payments based on rate of $ per hour ☐ Incremental payments as follows: ☐ % retainage held until completion of project.	

Bid Tabulation for
2023 CDBG Sidewalk Program 24-09-01

No.	Item	QTY	Unit	ENGINEER'S ESTIMATE Unit Price	ENGINEER'S ESTIMATE Total Price	Quality Custom Construction Unit Price	Quality Custom Construction Total Price	Freeman Concrete Const. Unit Price	Freeman Concrete Const. Total Price	Krete Construction Unit Price	Krete Construction Total Price
	Base Bid										
1	Mobilization	1	LS	$ 17,000.00	$ 17,000.00	$ 4,365.10	$ 4,365.10	$ 6,500.00	$ 6,500.00	$ 2,500.00	$ 2,500.00
2	Clearing, Grubbing and Demolition	1	LS	$ 2,750.00	$ 2,750.00	$ 13,884.00	$ 13,884.00	$ 7,965.00	$ 7,965.00	$ 1,250.00	$ 1,250.00
3	Linear Grading	1657	LF	$ 15.00	$ 24,855.00	$ 5.75	$ 9,527.75	$ 19.50	$ 32,311.50	$ 1.09	$ 1,806.13
4	Full Depth Street Patch	4	SY	$ 175.00	$ 700.00	$ 245.00	$ 980.00	$ 179.00	$ 716.00	$ 625.00	$ 2,500.00
5	Sidewalk ,4" KCMMB 4K Concrete	7038	SF	$ 6.00	$ 42,228.00	$ 11.95	$ 84,104.10	$ 7.90	$ 55,600.20	$ 13.77	$ 96,913.26
6	Sidewalk ,6" KCMMB 4K Concrete	1146	SF	$ 9.00	$ 10,314.00	$ 12.25	$ 14,038.50	$ 9.70	$ 11,116.20	$ 14.27	$ 16,353.42
7	PCC Curb and Gutter (All Types)	32	LF	$ 28.00	$ 896.00	$ 52.50	$ 1,680.00	$ 134.00	$ 4,288.00	$ 50.00	$ 1,600.00
8	ADA Ramp Type A	3	EA	$ 550.00	$ 1,650.00	$ 1,860.00	$ 5,580.00	$ 1,830.00	$ 5,490.00	$ 1,800.00	$ 5,400.00
9	ADA Ramp Type C	1	EA	$ 550.00	$ 550.00	$ 2,520.00	$ 2,520.00	$ 2,253.00	$ 2,253.00	$ 3,000.00	$ 3,000.00
10	Detectable Warning Surface	30	SF	$ 100.00	$ 3,000.00	$ 29.62	$ 888.60	$ 27.00	$ 810.00	$ 31.66	$ 949.80
11	Erosion Control, Inlet Protection	6	EA	$ 85.00	$ 510.00	$ 75.00	$ 450.00	$ 79.00	$ 474.00	$ 150.00	$ 900.00
12	Erosion Control, Biodegrade Logs	1437	LF	$ 3.00	$ 4,311.00	$ 1.79	$ 2,572.23	$ 4.10	$ 5,891.70	$ 4.10	$ 5,891.70
13	Seeding	0.35	AC	$ 3,350.00	$ 1,172.50	$ 4,990.00	$ 1,746.50	$ 10,500.00	$ 3,675.00	$ 10,000.00	$ 3,500.00
14	Temporary Traffic Control	1	LS	$ 5,100.00	$ 5,100.00	$ 1,320.00	$ 1,320.00	$ 4,130.00	$ 4,130.00	$ 2,000.00	$ 2,000.00
15	Construction Staking	1	LS	$ 2,000.00	$ 2,000.00	$ 1,285.00	$ 1,285.00	$ 2,625.00	$ 2,625.00	$ 3,500.00	$ 3,500.00
16	Force Account	1	LS	N/A	$ -	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
	Total Base Bid				**$ 117,036.50**		**$ 149,941.78**		**$ 148,845.60**		**$ 153,064.31**
	Add Alternate Bid										
1	Clearing, Grubbing and Demolition	1	LS	$ 750.00	$ 750.00	$ 4,828.96	$ 4,828.96	$ 2,183.00	$ 2,183.00	$ 1,500.00	$ 1,500.00
2	Linear Grading	496	LF	$ 15.00	$ 7,440.00	$ 4.10	$ 2,033.60	$ 19.50	$ 9,672.00	$ 2.01	$ 996.96
3	Full Depth Street Patch	2	SY	$ 175.00	$ 350.00	$ 245.00	$ 490.00	$ 218.00	$ 436.00	$ 900.00	$ 1,800.00
4	Sidewalk ,4" KCMMB 4K Concrete	2257	SF	$ 6.00	$ 13,542.00	$ 11.95	$ 26,971.15	$ 7.90	$ 17,830.30	$ 13.77	$ 31,078.89
5	PCC Curb and Gutter (All Types)	112	LF	$ 28.00	$ 3,136.00	$ 52.50	$ 5,880.00	$ 89.00	$ 9,968.00	$ 50.00	$ 5,600.00
6	ADA Ramp Type A	1	EA	$ 550.00	$ 550.00	$ 1,860.00	$ 1,860.00	$ 1,830.00	$ 1,830.00	$ 1,800.00	$ 1,800.00
7	Detectable Warning Surface	10	SF	$ 100.00	$ 1,000.00	$ 29.62	$ 296.20	$ 27.00	$ 270.00	$ 31.66	$ 316.60
8	Erosion Control, Inlet Protection	2	EA	$ 85.00	$ 170.00	$ 85.00	$ 170.00	$ 79.00	$ 158.00	$ 150.00	$ 300.00
9	Erosion Control, Biodegrade Logs	409	LF	$ 3.00	$ 1,227.00	$ 1.10	$ 449.90	$ 4.10	$ 1,676.90	$ 4.50	$ 1,840.50
10	Seeding	0.15	AC	$ 3,350.00	$ 502.50	$ 4,990.00	$ 748.50	$ 17,850.00	$ 2,677.50	$ 10,000.00	$ 1,500.00
11	Temporary Traffic Control	1	LS	$ 1,500.00	$ 1,500.00	$ 760.00	$ 760.00	$ 3,245.00	$ 3,245.00	$ 900.00	$ 900.00
	Total Add Alternate Bid				**$ 30,167.50**		**$ 44,488.31**		**$ 49,946.70**		**$ 47,632.95**
	Total Combined Bid				**$ 147,204.00**		**$ 194,430.09**		**$ 198,792.30**		**$ 200,697.26**
	DELETIONS FROM CONTRACT										
	Sidewalk ,4" KCMMB 4K Concrete	1622	SF			$ 11.95	$ 19,382.90	$ 7.90	$ 12,813.80	$ 13.77	$ 22,334.94
	PCC Curb and Gutter (All Types)	70	LF			$ 52.50	$ 3,675.00	$ 89.00	$ 6,230.00	$ 50.00	$ 3,500.00
	Linear Grading	360	LF			$ 4.10	$ 1,476.00	$ 19.50	$ 7,020.00	$ 2.01	$ 723.60
	Erosion Control, Biodegrade Logs	409	LF			$ 1.10	$ 449.90	$ 4.10	$ 1,676.90	$ 4.50	$ 1,840.50
	Erosion Control, Biodegrade Logs	1437	LF			$ 1.79	$ 2,572.23	$ 4.10	$ 5,891.70	$ 4.10	$ 5,891.70
	Seeding	0.1	AC			$ 4,990.00	$ 499.00	$ 17,850.00	$ 1,785.00	$ 10,000.00	$ 1,000.00
							$ 28,055.03		$ 35,417.40		$ 35,290.74
					ADJUSTED PRICE		**$ 166,375.06**		**$ 163,374.90**		**$ 165,406.52**

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. **Frequently recurring classifications**

A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:

1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
2. The classification is used in the area by the construction industry; and
3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. **Conformance**

A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is used in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. **Fringe benefits not expressed as an hourly rate**
Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. **Unfunded plans**
If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

vi. **Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. **Withholding**

   i. **Withholding requirements**

   The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

   ii. **Priority to withheld funds**

   The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

   A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
   B. A contracting agency for its reprocurement costs;
   C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
   D. A contractor's assignee(s);
   E. A contractor's successor(s); or
   F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. **Records and certified payrolls**

   i. **Basic record requirements**

   A. **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

   B. **Information required** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

   C. **Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. **Additional records relating to apprenticeship** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. **Certified payroll requirements**

A. **Frequency and method of submission** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. **Information required** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. **Statement of Compliance** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).

E. **Signature** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iv **Required disclosures and access**

A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. **Apprentices and equal employment opportunity**
   i. **Apprentices**
      A. **Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
      B. **Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
      C. **Apprenticeship ratio** The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
      D. **Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.
   ii **Equal employment opportunity** The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
5 **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6 **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and
Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7 **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8 **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9 **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. **Certification of eligibility**.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 **Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. **Contract Work Hours and Safety Standards Act (CWHSSA)**

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms "laborers and mechanics" include watchpersons and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of $31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).
3. **Withholding for unpaid wages and liquidated damages**

i. **Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii **Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- **A.** A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- **B.** A contracting agency for its reprocurement costs;
- **C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- **D.** A contractor's assignee(s);
- **E.** A contractor's successor(s); or
- **F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. ***Subcontracts.*** The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5 **Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or

iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.

C. **CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

D. **Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

E. **Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

"General Decision Number: MO20240082 04/19/2024

Superseded General Decision Number: MO20230082

State: Missouri

Construction Type: Building

Counties: Bates, Caldwell, Clay, Jackson, Lafayette and Ray Counties in Missouri.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	• Executive Order 14026 generally applies to the contract. • The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	• Executive Order 13658 generally applies to the contract. • The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0	01/05/2024
1	04/19/2024

ASBE0027-006 10/01/2023

	Rates	Fringes
HEAT & FROST INSULATOR (Includes Duct, Pipe and Mechanical Systems)	$ 43.70	34.08

BRMO0015-021 06/01/2023

	Rates	Fringes
BRICKLAYER	$ 40.53	16.69

BRMO0018-003 07/05/2023

	Rates	Fringes
TILE SETTER	$ 34.09	20.36

CARP1011-005 05/01/2023

	Rates	Fringes
CARPENTER	$ 43.28	21.25

ELEC0124-012 08/28/2023

	Rates	Fringes
ELECTRICIAN	$ 47.37	25.89

ELEC0124-013 08/28/2023

	Rates	Fringes
ELECTRICIAN (Communication Technician)	$ 47.37	25.89

ELEV0012-005 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC	$ 55.78	43.52

ENGI0101-052 04/01/2023

	Rates	Fringes
OPERATOR: Forklift	$ 41.19	21.12

ENGI0101-053 04/01/2023

	Rates	Fringes
OPERATOR: Crane	$ 43.34	21.12

ENGI0101-054 04/01/2023

	Rates	Fringes
OPERATOR:		

Backhoe/Excavator/Trackhoe.....$ 42.53 21.12
OPERATOR: Bobcat/Skid
Steer/Skid Loader.....$ 42.53 21.12

ENGI0513-026 05/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Oiler	$ 34.61	29.50

ENGI0513-027 05/07/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Bulldozer	$ 41.01	29.63

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* IRON0010-003 04/01/2024

	Rates	Fringes
IRONWORKER	$ 38.00	33.56

LABO0110-007 03/01/2023

	Rates	Fringes
LABORER: Pipelayer	$ 32.46	14.70

LABO0264-009 04/01/2023

	Rates	Fringes
LABORER: Common or General	$ 31.60	18.25

LABO1104-007 03/01/2023

	Rates	Fringes
LABORER: Mason Tender - Cement/Concrete	$ 29.13	14.20

PLAS0518-015 04/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 36.03	20.50

PLUM0008-021 06/01/2023

	Rates	Fringes
PLUMBER	$ 54.28	23.79

PLUM0533-014 06/01/2023

	Rates	Fringes
PIPEFITTER	$ 53.56	24.70

ROOF0020-023 06/01/2023

	Rates	Fringes

ROOFER.....$ 37.60 21.58

SFMO0314-002 10/01/2023

	Rates	Fringes
SPRINKLER FITTER	$ 43.04	24.35

SHEE0002-036 07/01/2023

	Rates	Fringes
SHEET METAL WORKER	$ 50.43	26.45

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* UAVG-MO-0001 10/10/2023

	Rates	Fringes
LABORER: Mason Tender - Brick	$ 32.10	15.82

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* UAVG-MO-0002 10/10/2023

	Rates	Fringes
OPERATOR: Roller	$ 37.81	29.57

SUMO2020-011 10/10/2023

	Rates	Fringes
OPERATOR: Loader	$ 38.39	17.55
PAINTER	$ 24.14	9.67

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of

each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

Section 3 CLAUSE
24 CFR Part 135.38, Effective July 1, 2021

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

*A. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("**Section 3**"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, including persons who are recipients of HUD assistance for housing, with a preference for both targeted workers living in the service area or neighborhood of the Development and YouthBuild participants, as defined at 24 CFR Part 75 ("**Section 3 Regulations**).*

B. The Parties agree to comply with HUD's regulations in Section 3 Regulations, which implement Section 3. As evidenced by their execution of this Contract, the Parties certify that they are under no contractual or other impediments that would prevent them from complying with Section 3 Regulations.

C. The Award Recipient, Contractor, or Development Owner agrees to send to each labor organization or representative of workers with which the Award Recipient, Contractor, or Development Owner has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference and shall set forth the following: (i) minimum number and job titles subject to hire, (ii) availability of apprenticeship and training positions, (iii) qualifications for each (iv) the name and location of the person(s) taking applications for each of the positions, and (v) the anticipated date the work shall begin.

D. The Award Recipient, Contractor, or Development Owner agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in Section 3 Regulations, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor violates the regulations in Section 3 Regulations. The Award Recipient, Contractor, or Development Owner will not subcontract with any subcontractor where the Award Recipient, Contractor, or Development Owner has notice or knowledge that the subcontractor has been found in violation of the regulations in Section 3 Regulations.

E. The Award Recipient, Contractor, or Development Owner will certify that any vacant employment positions, including training positions, that are filled (i) after a contractor is selected but before the contract is executed, and (ii) with persons other than those to whom the regulations of Section 3 Regulations require employment opportunities to be directed, were not filled to circumvent the Award Recipient, Contractor, or Development Owner's obligations under Section 3 Regulations.

F. Noncompliance with HUD's regulations in Section 3 Regulations may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

By:_____[signature required]

Monte K. Freeman, Member

(Print/type name and title)

Date: 5-28-2025

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: May 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 approving the Final Plat for 7 Brew (PF-04-25-9540) located at 400 NW 7 Highway.

BACKGROUND/JUSTIFICATION

The applicant, Andrew Wilson, on behalf of the property owner, is requesting the approval of a Final Plat for 7 Brew. This property is approximately 0.41 +/- acres and is zoned “GB” (General Business). The Final Plat consist of one (1) lot.

The site will consist of a single-tenant 760-square foot pad site with drive-thru access. The demolition of the existing building on the property will take place before the construction of the pad site building.

The Preliminary Plat (PP-04-25-9540) and Site Plan Design Review (SPDR-04-25-9538) were approved by the Planning Commission at a regular scheduled meeting on May 27, 2025. The Planning Commission recommended approval of the Final Plat for 7 Brew.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
June 2, 2025	N/A

STAFF RECOMMENDATION

Staff recommends approval of the Final Plat with the following four conditions:

1. Approval by the Planning Commission based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC. Prior to Building Permit issuance, the Final Plat must be recorded with Jackson County.
2. The Recorded Plat must be signed and sealed by a Professional Licensed Surveyor.
3. Proof of recorded documents are required prior to issuance of building permits.
4. If the applicant is unable to connect to Highway 7 sanitary sewer main, then a sanitary sewer extension within a public easement will need to be provided.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Planning Commission
Date:	05/27/2025
Action:	Recommended Approval of the Final Plat Aye: 7 No:0

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Staff report with attachments; Application with attachments; Title IV, Land Use Section – Blue Springs Code of Ordinance (by reference); 2014 Comprehensive Plan (by reference)
2. Bill approving the Final Plat

REVIEWED BY:

Requesting Director: ***Mike Mallon***	Budget: ***N/A***
Legal: ***Jennifer Baird***	City Administrator: ***Christine Cates***

PLANNING APPLICATION REVIEW STAFF REPORT

Meeting Dates:	Planning Commission: May 27, 2025 City Council: June 2, 2025
Project Name:	***7 Brew***
Site Location:	400 NW 7 Hwy
Project Request:	SPDR-04-25-9538; Site Plan and Design Review for approval of a single tenant pad site with a two-lane drive thru for a coffee business. PP-04-25-9539; Preliminary Plat to show the general layout of the site. PF-04-25-9540; Final Plat for a 1-lot subdivision on 0.41 acres.

Applicant: Andrew Wilson | Cedar Creek Inc
Property Owner: James Evans
Staff Planner: Christopher Willis | Associate Planner

Project Description: The applicant is requesting approval of a Site Plan and Design Review, Preliminary Plat, and Final Plat for the property located at 400 NW 7 Hwy. The project includes the construction of a single-tenant (760 sq ft) pad site building to be built on an unplatted parcel located in a "GB" General Business zoning district. The demolition of an existing building on the property will take place before the construction of the proposed pad site building. The Final Plat consists of one (1) lot containing 0.41 +/- acres.

Staff Recommendation: Staff recommends approval with conditions of the Site Plan and Design Review, Preliminary Plat, and Final Plat applications. Conditions are identified under each application.

Previous Actions:

Date	Review Body	Action
This property was previously occupied by both Payless ShoeSource and Mantra Yoga.		

Future Applications: The Site Plan and Design Review, Preliminary Plat, and Final Plat will be reviewed concurrently. The Final Plat must be recorded at Jackson County, prior to the issuance of building permits.

Adjacent Properties:

Direction	Current Zoning	Current Land Use(s)
North:	"GB" (General Business)	Large Retail
South:	"GB" (General Business)	Large Retail
East:	"GB" (General Business)	Mid-Size Retail
West:	"GB" (General Business)	Office

SITE PLAN DESIGN REVIEW, PRELIMINARY PLAT, FINAL PLAT ANALYSIS

The site plan and design review process is a way to coordinate development projects within the public realm and with adjacent sites, and specifically demonstrate how new projects meet the development and design standards of this Development Code.

Preliminary Plat

Requirements: The proposed Preliminary Plat meets the minimum standards described in the Unified Development Code (UDC) Section 403.050 and submittal requirements provided in the Preliminary Plat application.

Final Plat

Requirements: The proposed Final Plat meets the minimum standards described in the Unified Development Code (UDC) Section 403.050 and submittal requirements provided in the Final Plat application.

Land Use : The proposed land use of the property is fast food restaurant which is allowed by right in the General Business District.

Building Typology: The proposed development is classified as a "Pad Site Building," which is defined as "A free standing building similar to a small commercial building, but on a larger lot that includes more space for frontage designs, landscape and buffers, and access and circulations. While pad site buildings are free standing, better planning and site design can allow a series of these buildings to create improved relationships with major streetscapes and also become screens or liner buildings for larger general commercial buildings which are set back from the public realm." The Pad Site building type is permitted in the "GB" zoning district. The applicable development standards are provided in the table below.

Pad Site Building

Standard	Requirement	Proposed
Frontage Width	75-ft. min.	90'
Lot Area	7,500 sq ft	18,000 SF
Front Setback	25-ft. min.	55.18'
Side Setback (North)	20-ft. min.	31.93'
Side Setback (South	20-ft. min.	42.80'
Rear Setback	25-ft. min	74.95'
Building Coverage	65% of lot area max.	4.22%
Building Height	30-ft. max.	20-ft.
Frontage Type	Terrace	Terrace

Architectural Character: The site includes a single-story building. The proposed building will have a combination of midnight and shale brown colored fiber cement siding with accents of blue and zinc grey metal siding. The buildings and site design are required to meet the Non-Residential Design Standards in UDC Section 407.090.

Parking: Vehicular parking is required and proposed as follows:

Land Use	Required	Provided
Restaurant, fast food	1 space per 75 feet of customer service or dining area, plus stacking Minimum of 4 parking spaces Minimum of 8 stacking spaces.	5 regular parking spaces, 1 ADA parking space, and 22 stacking spaces will be provided.

Bike parking is required and proposed as follows:

Land Use	Required	Provided
Restaurant, fast food	10% of the required vehicle spaces up to 200 vehicle spaces.	2 spaces

The applicant is proposing 5 parking spaces and 1 ADA space for a total of 6 spaces. The site only requires 5 parking spaces due to the small square footage of the proposed fast-food restaurant. There are 22 stacking spaces available for the Drive-Thru for 7 Brew Coffee. The drive-thru is the primary service area for customers. The applicant intends higher usage and frequency of vehicles at the drive thru rather than parking spaces.

The applicant is proposing a landscape buffer along the western side of the property. The buffer will consist of sod, mulch, and a combination of trees and shrubs for screening purposes. This will help shield Highway 7 from headlights stacking in the Drive-Thru.

Streets & Sidewalks: The development proposes an ingress access point from Highway 7 at the southwest corner of the property. There is an egress just to the north of the property, where customers will exit the site and drive through a brief section of the adjacent shopping center parking lot with an existing customer parking easement that is blanket in nature. The customers will then turn right and exit on to northbound Highway 7. There is also an existing 30' ingress/egress easement to the south. No new sidewalk will be constructed as part of the scope of this project.

Pedestrian Access: The applicant is proposing an internal sidewalk; the 5' internal sidewalk surrounds the pad site building on the west and south. There is a section of sidewalk 10' wide that separates the pad site building from the detached cooler. This will allow the employees to access the cooler safely. The sidewalk continues east from the cooler at a width of 5.84' and ends at the dumpster location. The proposed internal sidewalk is primarily for the store employees to access the cooler and dumpster when necessary. There is an ADA parking space with and an ADA ramp that will allow access to the internal sidewalk.

Traffic: The scope of this project did not require a traffic memo analysis.

Stormwater: The scope of this project does not require a stormwater study or installation of stormwater detention on site.

Sanitary Sewer: The applicant is proposing a new sanitary sewer service line running east from the western property line and connecting to the building. If the applicant is unable to connect to the Highway 7 sanitary sewer main, then a sanitary sewer extension within a public easement will need to be provided. An engineer or surveyor will need to determine if the sewer invert elevations are such for this development to utilize this sanitary sewer.

Signage: Building mounted signage is proposed on the building and shown for illustrative purposes only. Signs that comply with the Sign Code may be approved through the standard administrative sign permitting process. If proposed signage does not meet the current requirements, the applicant may request a Master/Alternative Sign Plan, which the Planning Commission would review.

Frontage & Landscaping: The applicant has provided a landscaping plan that required an alternative design standard through the previously approved General Development Plan (GDP-02-25-9484).

The ADS allowed relief from UDC Table 407.040-1 Landscape Requirements, Buffer Type B, for a reduced buffer width of 14.79-ft from the required 15-ft along the property frontage. The applicant has provided measurement from the back of curb, not the property line. The landscape buffer on the western side of the property has both sod and shredded hardwood mulch, with a combination of both ornamental trees and shrubs for screening purposes. Surrounding the building, cooler, and dumpster will be sod and river rock mulch, with the addition of ornamental trees and shrubs.

Landscape Area	Required Units / PUs (plant units)	Proposed Plant Units (PU)
West buffer: Adj. to Hwy 7 (Arterial) – Buffer type B: 15' min.*	15' minimum requires 45 Pus per 100 LF 75 LF/100 = .75 x 45 = **34 PUs**	**34 PUs**
Parking lot landscaping:	2 PUs per uncovered space = 6 spaces x 2= **12 PUs**	**12 PUs**
Total Plant Units Required:	**46 PUs**	**46 PUs**

*Buffer area reductions and/or accessory building encroachments requested.

Screening: In accordance with Section 407.090.H, all roof-mounted and ground level equipment shall be completely screened from view. Roof screens, ground level screens, and enclosures, when used, shall be coordinated with the building to maintain a unified appearance. **Any proposed screening shall be shown on the building permit plans and is subject to administrative review by staff prior to issuance of a building permit. All screening must be completed prior to the issuance of a Certificate of Occupancy for the addition.**

Outdoor Lighting: The applicant has provided a photometric plan; however, the outdoor lighting will be reviewed in further detail with the building permit. All outdoor lighting must comply with Section 407.060. **It must meet the minimum average light output across the site and the maximum light output at the property line allowed by the Code.**

Open Space: Per the "GB"-General Business zoning district standards, designated open space is twelve (12) percent.

Preservation: The site has been previously developed but is currently vacant. The existing building will be demolished, and a new pad site will be constructed as part of the proposed development. The property has never been platted into a lot of record. The preliminary/final plat are required to turn the existing parcel into a buildable lot, since the property must be platted.

Phasing: The site is proposed to be redeveloped in a single-phase.

Modifications Requested: The applicant's General Development Plan was approved with two alternative development standards to the site:

- The applicant has a reduced buffer width of 14.79-ft. from the required 15-ft along the property frontage. The applicant has provided the measurement from back of curb, not the property line.
- The applicant requested that a photometric plan be waived for the General Development Plan.
    - The applicant has submitted a photometric plan with the Site Plan and Design Review application.

Review Criteria: *A Site Plan Design Review shall be reviewed according to the following criteria:*

1. Compliance with the requirements of this Development Code.

   STAFF RESPONSE: The plan meets the requirements of this Development Code.

2. The application is consistent with any approved specific plans, overlay districts, concept plans, or other specific design and development policies or standards applicable to the site.

   STAFF RESPONSE: There are no specific design and development policies or standards applicable to the site.

3. Whether any additional site-specific conditions are necessary to meet the intent and design objectives of any of the applicable development standards.

   STAFF RESPONSE: The applicant's site plan design includes utilizing one existing access point from Highway 7 and connecting to an existing customer parking easement that is blanket in nature to the north and an existing 30' ingress/egress easement to the south.

4. The application meets the criteria for all other reviews needed to build the project as proposed.

   STAFF RESPONSE: The application meets the criteria for all other reviews needed to build the project as proposed.

5. The recommendations of professional staff.

   STAFF RESPONSE: Staff recommends approval of the Site Plan Design Review with the conditions as listed at the end of the staff report.

Approval of a site plan and design review shall authorize the applicant to apply for a building permit.

Review Criteria: *A Preliminary Plat shall be reviewed based on the following criteria:*

6. The application is in accordance with the Comprehensive Plan and any official plan or program developed under the guidance of the Comprehensive Plan. In particular the physical patterns, arrangement of streets, blocks, lots and open spaces, and public realm investments reflect the principles and concepts of the plan.

   STAFF RESPONSE: The proposed Preliminary Plat is in accordance with the Comprehensive Plan Designation of corridor reinvestment area.

7. Compliance with the requirements of this Development Code. In particular the blocks and lots proposed are capable of meeting all development and site design standards under the existing or proposed zoning.

   STAFF RESPONSE: The proposed plan is in compliance with the requirements of this Development Code.

8. Any phasing proposed in the application is clearly indicated and demonstrates a logical and coordinated approach to development, including coordination with existing and potential development on adjacent property.

   STAFF RESPONSE: The plan is proposed to be developed in one phase.

9. Any impacts identified by specific studies or technical reports, including a preliminary review of storm water, are mitigated with generally accepted and sound planning, engineering, and urban design solutions, that reflect long-term solutions and sound fiscal investments.

   STAFF RESPONSE: The project has not provided preliminary reports, but the overall site layout appears to incorporate sound planning, engineering, and urban design solutions.

10. The application does not deter any existing or future development on adjacent property from meeting the goals and policies of the Comprehensive Plan.

    STAFF RESPONSE: The application does not deter any existing or future development on adjacent vacant properties.

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

    STAFF RESPONSE: The design of the site does not impede the construction of future public infrastructure within the area.

12. The recommendations of professional staff.

    STAFF RESPONSE: Staff recommends approval of the Preliminary Plat with conditions.

Approval of the preliminary plat shall constitute acceptance of the overall planning concepts for the subdivision and is a prerequisite for the filing of a final plat. After approval of the preliminary plat the applicant may proceed with the construction plans. The proposed final plat is being reviewed concurrently with the preliminary plat.

Review Criteria: *A Final Plat shall be reviewed based on the following criteria:*

13. The layout and design of the final plat is in substantial compliance with the approved preliminary plat considering the number of lots or parcels; the block layout, street designs and access; the open space systems and civic design elements; the infrastructure systems; or other elements of coordinated developments.

    STAFF RESPONSE: The final plat is in substantial compliance with the proposed preliminary plat considering the lot, layout, and access. The preliminary and final plat are being reviewed concurrently.

14. The construction plans meet all technical specifications.

    STAFF RESPONSE: Construction plans were reviewed for adequacy and conformance with adopted technical specifications and were approved by Staff.

15. The phasing and timing of public improvements ensures construction and performance guarantees.

    STAFF RESPONSE: After final plat is approved construction plans will be submitted and reviewed for accuracy.

16. Any deviations in the final plat brings the application in further compliance with the Comprehensive Plan and the purposes and intent of this Code.

    STAFF RESPONSE: There are no deviations from the Preliminary Plat proposed in the Final Plat.

17. Covenants meeting the City's approval and containing all requirements of the UDC are approved by the City Attorney's office.

    STAFF RESPONSE: Although staff does not believe any covenants or restrictions are being proposed, the City does not approve nor enforce private covenants and restrictions.

18. The recommendations of professional staff.

    STAFF RESPONSE: Staff recommends approval of the Final Plat with the conditions listed below.

Approval of a final plat shall not constitute acceptance of public improvements. Such acceptance will require separate, formal action of the City Council.

STAFF RECOMMENDATION:

Staff recommends approval of the Site Plan Design Review application with the following three (3) conditions:

1. Approval by the City Council based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC.
2. A building permit is required to be approved prior to construction of the new pad site building.
3. All required site improvements, landscaping, and screening are required to be installed prior to the issuance of a Certificate of Occupancy.

Staff recommends approval of the Final Plat application with the following five (5) conditions:

1. Approval by the Planning Commission based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC.
2. Prior to Building Permit issuance, the Final Plat must be recorded with Jackson County.
3. The Recorded Plat must be signed and sealed by a Professional Licensed Surveyor.
4. Proof of recorded documents are required prior to issuance of building permits
5. If the applicant is unable to connect to Highway 7 sanitary sewer main, then a sanitary sewer extension within a public easement will need to be provided.

Staff recommends approval of the Preliminary Plat application with the following two (2) conditions:

1. Approval by the Planning Commission based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC.
2. A Final Plat must be approved and recorded prior to the issuance of any building permits within the development.



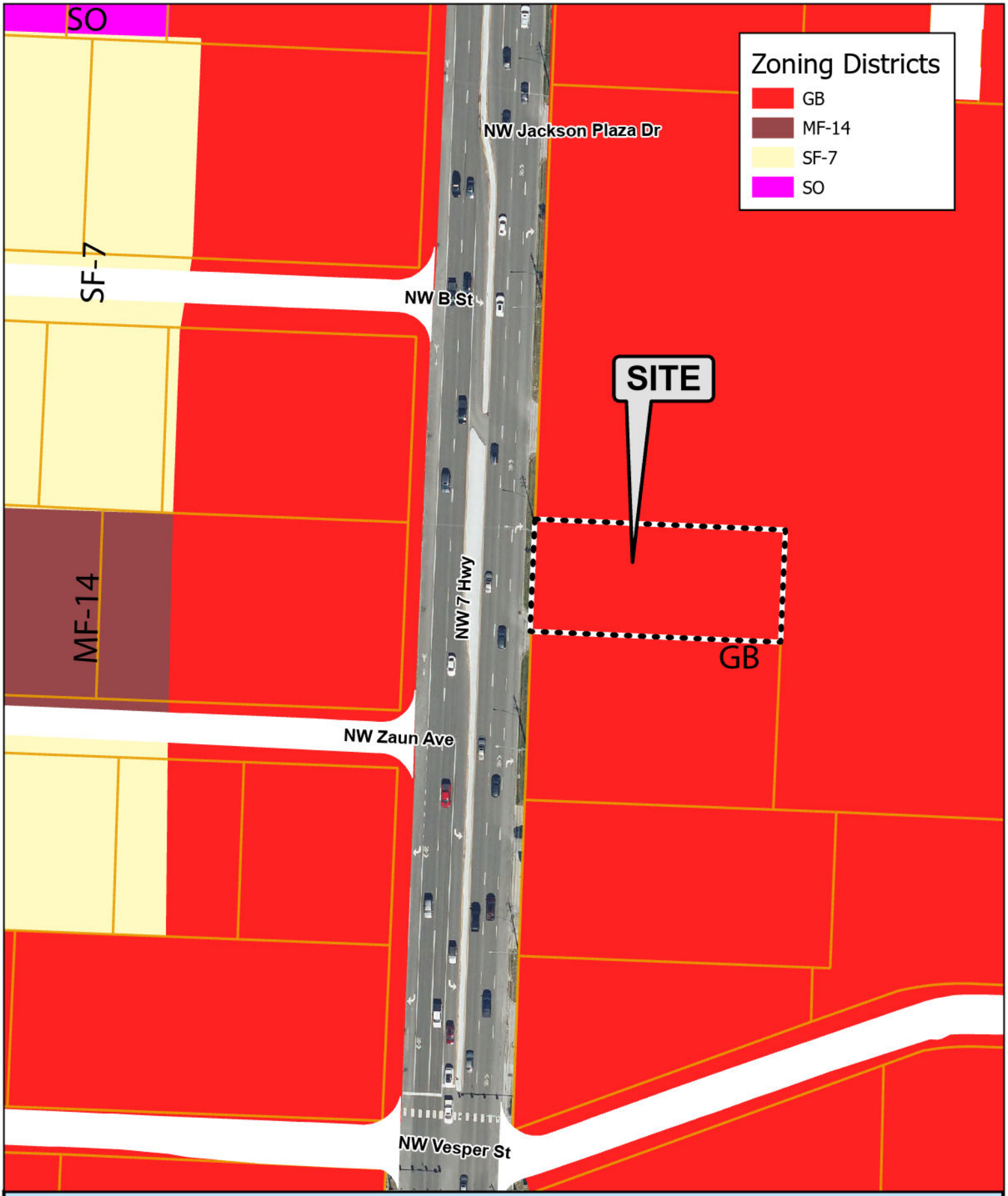
The City of Blue Springs Missouri

SPDR-04-25-9538 / PP-04-25-9539 / PF-04-25-9540
400 N 7 HWY
Parcel # 36-920-01-29-04-0-00-000
AERIAL LOCATION MAP

N

1 inch = 100 feet

Date: 02/28/25



The City of Blue Springs Missouri

SPDR-04-25-9538 / PP-04-25-9539 / PF-04-25-9540
400 N 7 HWY
Parcel # 36-920-01-29-04-0-00-000
SITE LOCATION & ZONING MAP

N

1" = 100'

Date: 02/28/25

FINAL PLAT

of

7 BREW

A Subdivision of the Northwest Quarter (NW/4), Section Thirty-One (31), Township Forty-nine (49) North Range Thirty (30) West, in the City of Blue Springs, Jackson County, Missouri

LEGAL DESCRIPTION

A tract of land located in the Northwest Quarter (NW/4) of Section Thirty-One (31), Township Forty-nine (49) North, Range Thirty (30) West of the Indian Meridian, Jackson County, Missouri, being more particularly described as follows:

A part of Government Lot One (1) of the Northwest Fractional Quarter (NWFRL¼) of section Thirty-one (31), Township Forty-nine (49) North, Range Thirty (30) West, Blue Springs, Jackson County, Missouri, more particularly described as follows:

Commencing at the Northeast corner of said Northwest Fractional Quarter (NWFRL¼); thence N 87°29'18" W (West - Record) along the North line of said Northwest Fractional Quarter (NWFRL¼) a distance of 1268.59 (1268.50 - Record) feet to a point 50.0 feet East of the centerline of Missouri Route 7, as now established; thence S 02°13'06" W (South 00°11'20" East - Record) along the East right-of-way (and the East right-of-way extended) of said Missouri Route 7, said right-of-way line running parallel to and 50.0 feet East of the centerline of Missouri Route 7, a distance of 680.00 (680.0 - Record) feet to the True Point of Beginning;

Thence S 87°46'54" E (North 89°48'40" East - Record) a distance of 200.00 (200.0 - Record) feet;
Thence S 02°13'08" W (South 0°11'20" East - Record) a distance of 90.00 (90.0 - Record) feet;
Thence N 87°46'54" W (South 89°48'40" West) a distance of 200.00 (200.0 - Record) feet to said East right-of-way line;
Thence N 02°13'06" E (North 0°11'20" West - Record) along said East right-of-way line a distance of 90.00 (90.0 - Record) feet to the True Point of Beginning.

Containing 18,000 Square Feet or 0.41 Acres, more or less.

LAND USE

The land is to be used for a Fast Food Restaurant.

DEDICATION

The undersigned representatives for the Owner, SKJD, LLC, of the above described land have caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision and plat shall hereafter be know as "7 Brew".

_____
Owner

EXECUTION

IN TESTIMONY WHEREOF:_____, has caused this instrument to be executed this _____ day of _____, 20____.

_____
Signed

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

On this ____ day of _____, 20____, before me, a Notary Public, personally appeared _____, to me personally known to be the same person who executed the forgoing instrument duly acknowledge the execution of same.

IN WITNESS THEREOF: I have hereunto set my hand and affixed my Notarial Seal on the Data last above written.

My Commisssion Expires: _____

Notary Public: _____

APPROVALS

This hereby certifies that the accompying plat of "7 BREW" was submitted to and approved by the Mayor and City Council of the City of Blue Springs, Jackson County, Missouri on this ___ day of _____, 2025, by Ord. No. _____.

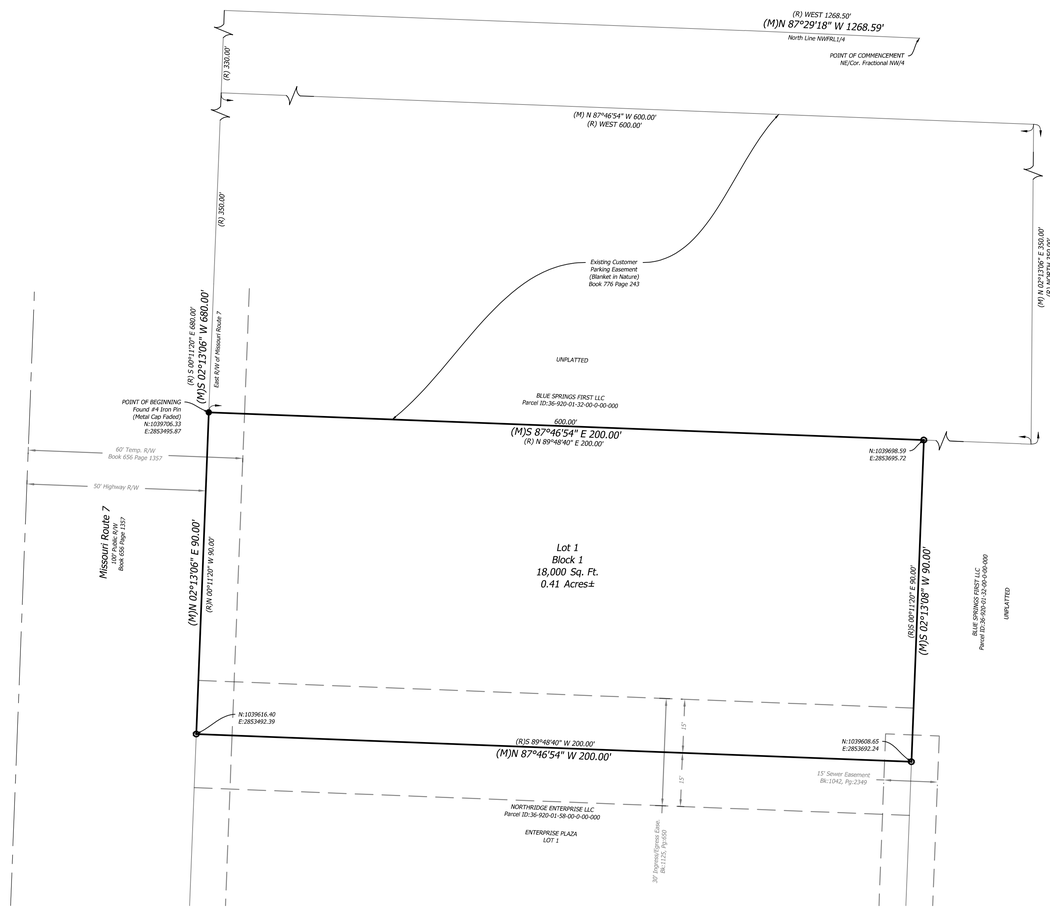
By: _____
Chris Lievsay, Mayor

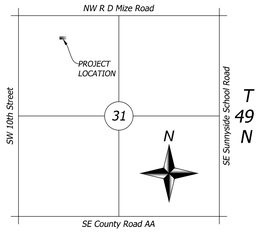
By: _____
Erin Ford, City Clerk

By: _____
Chris Henning, Planning Commission Chair

By: _____
Mike Mallon, Senior Director of Community Development

By: _____
_____, City Engineer





PURPOSE STATEMENT

Creating a Lot out of a previously unplatted Parcel for construction of a restaurant.

SURVEYOR'S CERTIFICATE

I hereby certify that the within Final Plat of "7 Brew" is based on an actual survey made by me or under my direction supervision and that survey meets or exceeds the current "minimum standards for urban property boundary surveys" as established by the Missouri Board for Architects, Professional Engineers and Land Surveyors. I further certify that the bearings shown on this plat are grid bearings, base on the State Plane Coordinate System of Missouri, Western Zone of the North American Datum of 1983; that the section and section subdivision corner monuments and Survey boundary corner monuments were either found or set as indicated on this plat; that I have complied with all State and Jackson County Statutes, ordinances, and regulations governing the practice of Surveying to the best of my professional knowledge and belief.

_____ _____
Troy Dee *Date*
Missouri Professional Land Surveyor No. 2023017107
4131 N.W. 122nd Street Suite #100 Oklahoma City, OK 73120
(405) 849-6010

STATE OF OKLAHOMA)
)SS:
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of May, 2025, personally appeared Troy Dee to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year last above written,

_____
Notary Public

My Commission Number is, 20013172.

My Commission Expires the 23rd day of OCTOBER, 2028.

NOTES

1. *An assumed bearing of North 87° 46' 54" West as the South line of the subject property per Missouri State Plane Grid West was used as the basis of bearing for this survey.*
2. *Subject Property contains 18,000 square feet, or 0.41 acres, more or less.*
3. *Said described property in, by graphical plotting only, located within an area having a Zone Designation 'X' (unshaded) by FEMA, on Flood Insurance Rate Map No. 29095C0319G, dated 1/20/2017.*
4. *Property is zoned General Business (GB).*
5. *Title information shown hereon is limited to that information contained in Title Commitment from Fidelity National Title Insurance Company's No.2501169 dated January 03, 2025.*

Owner/Developer

SKJD, LLC
James Evans
3236 Thornbird Avenue
Blue Springs, MO 64015
(816) 309-5647
jevans@amfam.com

Prepared by:

Golden Land Surveying
4131 NW 122nd Street, Suite 100
Oklahoma City, OK, 73120
(405) 849-6010

Basis of Bearing

Missouri Coordinate System of 1983 (2003)
based upon Missouri Geographic Reference System Monument JA-140, KC Metro Aluminum GRS Disk stamped JA-14A, 1994

Prepared By

GOLDEN LAND SURVEYING

4131 N.W. 122nd St., Suite 100, Oklahoma City, Oklahoma 73120
C.A.# 7263 / Exp. Date =6/30/2026
Telephone: (405) 849-6010 Email: troy@goldenls.com

Job No. 251211 *Sheet 1 Of 1*

LEGEND

- *Section Corner*
- *Quarter Corner*
- *Found Monument*
- *Set Monument*
- *Plat Boundary Line*
- *Lot Line (This Plat)*
- *Easement (This Plat)*
- *Building Limit Line (This Plat)*
- *Existing Lot Line*
- *Existing Easement*
- *Existing Building Limit Line*
- *U/E - Utility Easement*
- *B/L - Building Limit Line*
- *R/W - Right of Way*
- *(R) - Record*
- *(M) - Measured*

NOTE: ALL MONUMENTS SET ARE CAPPED 1/2" IRON PINS OR MAG NAILS WITH WASHERS BOTH BEING STAMPED "GOLDEN CA 7263"

Approved by the Jackson County Assessment Department this ___ day of _____, 2025.

_____

Owner's Notary

City of Blue Springs

Land Surveyor

Surveyor's Notary

0 10' 20' 40'

1" = 20'
U.S. Survey Feet

The City of Blue Springs Missouri

Planning Application

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

OFFICE USE ONLY – *Updated 10-13-2020*
CASE #:
PC MEETING:
CC MEETING:
BOA MEETING:
NEWSPAPER:
NOTICE LETTERS:
PLANNER:

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

7Brew
Project Name

400 NW 7 Highway
Project Address (Parcel ID if No Address Assigned or Multiple Addresses)

Existing Zoning	Existing Land Use	Proposed Zoning	Proposed Land Use	Total Acreage	# of Proposed Lots
GB	Mid-Size-Retail	GB	Restaurant, Fast Food	0.41	1

Legal Description (attach as a separate page if too large)

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
Andrew Wilson	Cedar Creek	405-778-3385	awilson@cedarcreekinc.com

Address	City	State	Zip Code
PO Box 14534	Oklahoma City	OK	73113

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 Andrew Wilson — 4/8/25
Applicant Signature — **Date**

Name of Property Owner	Phone	Email Address
James M Evans	816-309-5647	JEvans@amfam.com

Address	City	State	Zip Code
3236 Thornbird Ave	Blue Springs	Mo	64015

I declare, under penalty of perjury, that in applying for this application, I am the owner of this property and that the statements herein and all information herewith submitted are, to the best of my knowledge and belief, true and correct. In the event of corporate ownership, all Directors, Officers, Stockholders of each Corporation owning more than five percent (5%) of any class of stock is listed in an attached letter. With the signing and submittal of this application, I authorize the City of Blue Springs to enter onto the subject property to collect data and other information in order to accurately prepare reports or other documentation for review by City Council, Boards & Commissions, and City Staff. Additionally, I agree that the Applicant and the Property Owner are jointly and severally liable to pay the City of Blue Springs all applicable fees and costs required for the project approval process.

X — 2/4/2025
Property Owner Signature — **Date**

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REQUIRED DOCUMENTS CHECKLIST FOR ALL APPLICATIONS

	REQUIREMENT	DESCRIPTION	NUMBER
☑	**Project Location Information**	Complete 1st page of this Application	
☒	**Legal Description** *(digital copy required for public hearings only)*	One 8.5" x 11" copy & a digital copy in Microsoft Word format emailed to comdevlegal@bluespringsgov.com	
☒	**Plans Set Sealed by the Proper Entity Registered in the State of Missouri**	Full plans set folded & collated; See Guidebook for plans set requirements	Varies
		Reduced set of full plans set on 8.5" x 11"	1 set
☐	**Other Required Documents**	Other Required Documents such as Stormwater Study; Traffic Study; etc. on 8.5"x11"	2 sets
☒	**Application Specific Requirements Checklist**	Attach applicable pages from the Guidebook.	
☐	**Other Required Information**	See UDC Chapter 403 (Development Review Procedures) for any other required information. For Signage requirements, see Chapter 501 (Sign Code).	

PROJECT DESCRIPTION:

The subject project is the demolition of an existing building and construction of a 7Brew coffee shop, drive-thru facility and associated construction.

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CONTACT INFORMATION SHEET

PROJECT LEAD

Name	Company Name		
Address	City	State	Zip
Email	Phone	Fax	

DEVELOPER

Jason Pullman	P2 Real Estate, LLC		
Name	Company Name		
Address	City	State	Zip
jpcompanies@gmail.com	479.640.8444		
Email	Phone	Fax	

ENGINEER

Andrew Wilson	Cedar Creek		
Name	Company Name		
PO Box 14534	Oklahoma City	OK	73113
Address	City	State	Zip
awilson@cedarcreekinc.com	405-778-3385		
Email	Phone	Fax	

ARCHITECT

Kurtis McMurray	Galloway		
Name	Company Name		
400 S Emporia, Ste 300	Wichita	ks	67202
Address	City	State	Zip
KurtisMcMurray@gallowayus.com	316.368.5444		
Email	Phone	Fax	

SURVEYOR

Troy Dee	Golden Land Surveying		
Name	Company Name		
4131 NW 122nd St, Ste 100	Oklahoma city	ok	73120
Address	City	State	Zip
troy@goldenls.com	405.489.6010		
Email	Phone	Fax	

LANDSCAPE ARCHITECT

Teri Farha			
Name	Company Name		
Address	City	State	Zip
terifarha@cox.net	620-262-7268		
Email	Phone	Fax	

ATTORNEY

Name	Company Name		
Address	City	State	Zip
Email	Phone	Fax	

OTHER CONTACT

Name	Company Name		
Address	City	State	Zip
Email	Phone	Fax	

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Introduced by Councilmember _____ BILL NO. 5320
(PF-04-25-9540)

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE FINAL PLAT FOR 7 BREW, BLUE SPRINGS, JACKSON COUNTY, MISSOURI

WHEREAS, on April 10, 2025, the Applicant, Andrew Wilson of Cedar Creek Inc., submitted a Planning Application on behalf of the property owner for the 7 Brew Final Plat for property hereinafter described; and

WHEREAS, on May 27, 2025, the City Planning Commission held a regular scheduled meeting for the 7 Brew Final Plat where the Commission voted in favor of the Final Plat and sent their recommendation of approval to the City Council; and

WHEREAS, on June 2, 2025, the City Council approved the 7 Brew Final Plat.

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 Final Plat approved by this Ordinance. The site is legally described as:

A PART OF GOVERNMENT LOT ONE (1) OF THE NORTHWEST FRACTIONALQUARTER (NWFRL¼) OF SECTION THIRTY-ONE (31), TOWNSHIP FORTY-NINE (49) NORTH, RANGE THIRTY (30) WEST, BLUE SPRINGS, JACKSON COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST FRACTIONAL QUARTER (NWFRL¼); THENCE WEST ALONG THE NORTH LINE OF SAID NORTHWEST FRACTIONAL QUARTER (NWFRL¼), 1268.50 FEET TO APOINT 50.0 FEET EAST OF THE CENTERLINE OF MISSOURI ROUTE 7, AS NOW ESTABLISHED; THENCE SOUTH 00°11'20" EAST, ALONG THE EAST RIGHT-OF-WAY (AND THE EAST RIGHT-OF-WAY EXTENDED) OF SAID MISSOURI ROUTE 7, SAID RIGHT-OF-WAY LINE RUNNING PARALLEL TO AND 50.0 FEET EAST OF THE CENTERLINE OF MISSOURI ROUTE 7, 680.0 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°48'40" EAST, 200.0 FEET; THENCE SOUTH 0°11'20" EAST, 90.0 FEET; THENCE SOUTH 89°48'40" WEST, 200.0 FEET TO SAID EAST RIGHT-OF-WAY LINE; THENCE NORTH 0°11'20" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, 90.0 FEET TO THE TRUE POINT OF BEGINNING.

Section 2. The Final Plat of 7 BREW, BLUE SPRINGS, JACKSON COUNTY, MISSOURI, is hereinbefore presented to the City Council and having been found to be in compliance with the Unified Development Code (UDC), its amendments, and other ordinances of the City of Blue Springs, is hereby approved subject to the following conditions and those set out in the Planning Commission Staff Report for Case Finale Number (PF-04-25-9540) submitted to the Planning Commission at its May 27, 2025 meeting included the following conditions:

1. Approval by the Planning Commission based on the representations of any drawings presented as part of this application does not waive any

requirement or development standard contained in the UDC.

2. Prior to Building Permit issuance, the Final Plat must be recorded with Jackson County.
3. The Recorded Plat must be signed and sealed by a Professional Licensed Surveyor.
4. Proof of recorded documents are required prior to issuance of building permits
5. If the applicant is unable to connect to Highway 7 sanitary sewer main, then a sanitary sewer extension within a public easement will need to be provided.

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 2nd day of June 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: May 2, 2025 **CONTRACT NO. 2023-174**

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

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

ISSUE/REQUEST

Passage of a Bill approving an Agreement with Mid-America Regional Council (MARC) in the amount of $28,089 for the Little Blue River Watershed Feasibility Study - Phase Two Amendment.

BACKGROUND/JUSTIFICATION

This Agreement is for a feasibility study for the Little Blue River basin being performed by the US Army Corp of Engineers (USACE) to address flooding within the basin. City Council entered into an agreement with Mid America Regional Council (MARC) on November 6, 2023 by Ordinance Number 5274 for phase two of the study. The study is being conducted by the Army Corps of Engineers.

A comprehensive watershed study is being undertaken by USACE, MARC, and local municipalities to identify and leverage resources for the protection of federal investment, infrastructure, habitat conservation, and storm water management allowing for increased economic benefits to the area.

The City has been participating in the study financially through the first two phases. The City previously participated in Phase One at a level of $2,596 and Phase Two at a level of $10,000. The total amount for Phase Two Amendment of the study is $28,069.

FINANCIAL IMPACT

Contractor:	Mid-America Regional Council
Amount of Request/ Contract:	$28,069
Amount Budgeted:	$
Budget Year:	FY2024-25
Funding Source/Account #:	100-30000-530100
Account Balance:	$61,152.50 Date: 2/25/2025
Additional Funds Needed:	$0

PROJECT TIMELINE

Estimated Start Date	**Estimated End Date**
January 1, 2024	December 31, 2026
Years and Months Contract in effect	**Number of times renewable**
3 years	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. Little Blue Watershed Fact Sheet
2. Bill with Agreement with Mid-America Regional Council attached as Attachment A.

REVIEWED BY:

Requesting Director: ***Dennis Dovel***	Budget: ***Karen Van Winkle***
Legal: ***Jennifer Baird***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

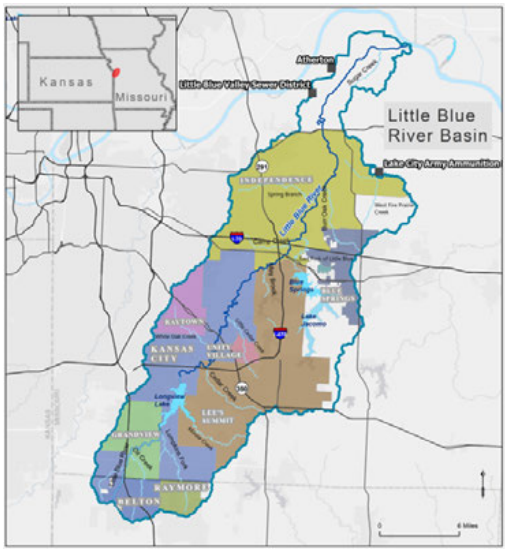
Document	Attached	If not attached, explain
Secretary of State:	☒	On File
Certificate of Insurance:	☒	On File
E-Verify Affidavits:	☒	On File
E-Verify proof of enrollment:	☒	On File
Bond:	☐	N/A
Anti-Discrimination Against Israel Act Certification (contract over $100,000)	☒	On File
Wage Order, by reference	☐	Wage Order Number:
IRS Form W-9:	☒	On File
Bid/RFP/RFQ: (submit all)	☐	N/A
Bid/RFP/RFQ Tabulation:	☐	N/A
Bid Waiver: (less than three bids)	☐	N/A
Contractor address and email:	☒	MARC – Mid America Regional Council c/o Tom Jacobs 600 Broadway Suite 200 Kansas City, MO 64105 tjacobs@marc.org
Project Exemption Certificate needed:	☐	
Other:	☐	N/A

ATTACHMENT 1

Little Blue River Flood Risk Management Study

US Army Corps of Engineers ®
Kansas City District

Authority: Resolution of the Senate Committee on Environment and Public Works for the Little Blue River Basin, Missouri, 108th Congress, 2nd Session, June 23, 2004.



Study Description:
Congress has authorized USACE NWK to conduct the Little Blue River Watershed General Investigation Study to analyze whether changing conditions within the basin are increasing flood risk. It has also authorized an analysis of where environmental restoration is desired and could be implemented. NWK-USACE will lead the participating communities in identifying challenges but also looking for opportunities to apply best management practices that will lower flood risk, restore ecosystem services, and promote sustainable development and other beneficial uses into the future. The result will be a recommended plan that will lead to Congressional authorization for construction under the Corps of Engineers General Investigations Program.

Problem & Need: Dramatic changes in basin conditions related to urbanization and other factors are causing increased frequency of flooding and rapid erosion that threatens the large federal investment and other significant public infrastructure, as well as the protected communities and installations. The flood of record was a ten-inch rainfall on August 12-13, 1982, which caused four fatalities and over $30 million in damages. There have been four flood events in the last 24 years that have exceeded the 2 percent Annual Exceedance Probability (50-year) flood. If continued unchecked, the adverse effects of the transforming watershed will cause significant deterioration to the federal flood-protection projects, increasing damage to critical infrastructure, wildlife habitat, and public recreation investment. A comprehensive watershed study is required to unite the communities and agencies in the leveraging of resources for the protection of federal investments, infrastructure, habitat conservation, and storm water management allowing for increased economic benefits to the area.

Study Partners: Mid-America Regional Council, Jackson County, , the City of Blue Springs, the City of Grandview, the City of Independence, the City of Kansas City, Missouri, the City of Lee's Summit, and the City of Raytown.

Financial Data	
Estimated Study Cost	$3,000,000
Cost Share	50/50

What the Study will do?

- The objective is to select a plan for USACE implementation that addresses flood risk management and ecosystem restoration. USACE criteria require that the national economic output must be greater than the cost to implement.
- Investigation or planning studies conducted by the Corps of Engineers are distinguished by the breadth and depth of technical analyses and modeling that is conducted to document existing conditions and to compare future without project conditions to future with project conditions for proposed implementation alternatives.

- The current study will assess the full scope of current conditions and, through modeling, develop planning assumptions for a 50-year time horizon that can be used to inform future decision making by political jurisdictions throughout the basin. The District will share the models developed through the study with the partners for their on-going use once the study is completed.
- More than fifty years have passed since the last USACE planning study. Following the 1966 study, municipalities and Jackson County discussed the creation of a coordination committee because there was a recognition of the need to collectively manage the watershed's benefits. This study will provide an opportunity for further collaboration among the municipalities and County.

What the Study will not do?

- Completion of the study does not guarantee a construction authorization or funding for design and implementation. As noted above, recommendations must meet a strict economic cost to benefit ratio (BCR), which requires economic outputs (the monetary value of reduced flood risk) to be greater than project costs. Studies that result in a BCR below unity are typically not prioritized for future design and implementation funding.
- While the study will provide valuable insight into broader floodplain and watershed management issues, the study will not prescribe local actions. However, it should also be noted that certain USACE recommendations, if accepted, authorized, and appropriated, to require participating communities to adopt floodplain management plans.

What will happen after the study is completed?

- Based on the final selected plan, recommendations in the plan that meet cost-benefit criteria would move on to design and implementation with additional Congressional authorization and appropriation of funding.
- Using existing authorities, the Corps can provide technical assistance to address issues relating to flood risk management, ecosystem restoration, recreation, streambank stabilization.
- By sharing the 50-year future with project assumptions and associated modeling, local governments will be equipped for making informed community-based decisions. They will also be equipped to work collectively to build a more resilient Little Blue River Watershed basin.
- When this study ends, communities and organizations within the basin will have a roadmap for future action.



Local flooding along the Little Blue River (Grandview, Missouri)

STUDY OBJECTIVES

Study analysis will include formulation and consideration of solutions that will address issues related to flood risk, ecosystem services, and other local and regional issues present within the watershed.

Flood risk management
- Lowering of flood profiles/damages due to flooding

Ecosystem restoration
- Habitat connectivity
- Reintroduction of wetland/aquatic habitat
- Address issue of erosion & sediment deposition

Other ancillary benefits
- Life safety
- Environmental justice
- Recreation
- Water quality
- Quality of life

Introduced by Councilmember _____ BILL NO. 5321

ORDINANCE NO. ____

AN ORDINANCE APPROVING AN AMENDMENT TO AN AGREEMENT BETWEEN THE CITY OF BLUE SPRINGS AND MID-AMERICA REGIONAL COUNCIL (MARC) FOR LITTLE BLUE RIVER FEASIBILITY STUDY – PHASE TWO AMENDMENT

WHEREAS, Mid-America Regional Council and the City of Blue Springs entered in an agreement on November 6, 2023 for Phase Two of the Little Blue River Feasibility Study by Ordinance #5274 and requires and amendment to phase two; and

WHEREAS, the City has previously participated in the first and second phase of the study and has a vested interest in the stormwater quality management within the region; and

WHEREAS, the City has agreed to enter into this partnership with MARC along with neighboring municipalities.

WHEREAS, the City of Blue Springs cost share is $28,069 for the Phase Two amendment

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 an agreement between the City of Blue Springs and Mid-America Regional Council, 600 Broadway Blvd #200, Kansas City MO 64105 for the Little Blue River Watershed Feasibility Study – Phase Two Amendment in the amount of $28,069. A copy of the proposed Contract is attached hereto as Attachment “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 2nd day of June 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

ATTACHMENT A

FIRST AMENDMENT TO AGREEMENT

This First Amendment to the Agreement (the "Amendment"), by and between the Mid-America Regional Council, hereinafter referred to as "MARC", and Blue Springs, Missouri, hereinafter referred to as "Stakeholder" and is effective March 28th, 2025.

WITNESSETH:

WHEREAS, MARC and Stakeholder are parties to an Agreement (the "Agreement") in partnership with jurisdictions in the region ("Stakeholders") to direct the United States Army Corps of Engineers ("Corps") to develop a Project Management Plan for the Little Blue River Watershed ("Project") Phase One; and implement the scope of work developed in Phase Two of the Project; and

With the goal of the Project to prepare a Chief's Report based on the findings of the Little Blue River Feasibility Study, MARC and the Stakeholder desire to amend the Agreement dated November 7th, 2023 to increase Stakeholder's contribution amount in order to complete Phase Two of the Project in accordance with need identified for Phase Two as identified in Exhibit A and contributions as identified in Exhibit B.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements set forth in the Agreement and this Amendment, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Amendment**. Article I, II, and III of the Agreement are hereby amended as follows:

Article I: Blue Springs, Missouri AGREES:

1. To fund the additional portion of Phase 2 of the Project for an additional amount not to exceed $28,069, for their portion of the costs. Total payment of $28,069 is due on or before July 1, 2025.

Article II: MARC AGREES:

2. To amend the contract with the Corps with an increase of $1,000,000 from the original budget to implement the project management plan, for a total project budget of $4,000,000. The Corps will contribute a total of $2,000,000 in federal funds to the project. All costs are understood to be matched 50/50 between federal and local contributions.

3. MARC will collect funds from **the Stakeholder** and other Stakeholders, and disperse an additional ($500,000) in funds to the Corps.

4. MARC will retain $60,000 to provide continued project facilitation services until the completion of the project.

Article III: Both Parties MUTUALLY AGREE:

3. Continuation of the Project is dependent on receipt of funds to MARC from Stakeholders for the purpose of fulfilling the contract with the Corps. MARC is not liable to fulfill the contract with the Corps without available contributions from Stakeholders. In the event that funds are not sufficient, the final deliverable of a Corps Chief's Report will not be completed, and the Project will terminate.

2. **Controlling Agreement**. To the extent that the terms and conditions of this Amendment conflict with the terms and conditions of the original Agreement, this Amendment and the Agreement shall be deemed to conform with the terms and conditions of this Amendment.

3. **Binding Effect**. All of the covenants, terms and conditions set forth in this Amendment shall be binding upon and shall inure to the benefit of all the parties hereto and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment effective as of the date first above written.

MID-AMERICA REGIONAL COUNCIL

By:_____
David A. Warm
Executive Director

Date: 5/19/2025

CITY OF BLUE SPRINGS, MISSOURI

By:_____
Christine Cates
City Administrator

Date:_____

Approved as to Form

Jennifer M. Baird

Jennifer M. Baird
City Attorney

EXHIBIT A: ADDITIONAL CORPS SCOPE OF SERVICES – Phase Three
Finalizing Study to a Chief's Report

- Risk Assessment (RA) = $225,000
    - USACE RAs are a process that identifies potential ways a dam could failure and the potential consequences associated with the failure. The RA will help inform scope to better estimate costs during Feasibility as well as help better inform the non-Federal partners on the life safety benefits and consequences and requirements necessary to own, operate, and maintain a dam.
    - Estimated Budget:
        - Preparation and Elicitation = $100,000
        - H&H Modeling = $50,000
        - LifeSIM (consequence) Modeling = $25,000
        - Report Writing = $25,000
        - Reviews = $25,000
- Subsurface Investigations = $250,000
- Testing of Subsurface Materials = $125,000
- Additional Design of Dams During Feasibility = $200,000 (in additional to what is included in original budget)
- Contingency = $200,000
- **TOTAL OF ESTIMATED BUDGET INCREASE = $1,000,000 (this is split 50/50 between Fed and Non-Fed)**

EXHIBIT B: PHASE 2 ADDITIONAL STAKEHOLDER CONTRIBUTIONS

City	County	Square Miles in Watershed	% LAND AREA	Contribution timeline	Phase 2 Additional Contribution
BELTON	CASS	6.79	3%	-	0
BLUE SPRINGS	JACKSON	10.08	5%	July 2025	$ 28,069
GRANDVIEW	JACKSON	11.31	5%	July 2025	$ 31,494
INDEPENDENCE	JACKSON	51.77	25%	July 2026	$ 144,161
KANSAS CITY TOTAL				July 2025	$ 119,043
KANSAS CITY	*CASS*	*0.87*	*0%*	*-*	*$ 2,423*
KANSAS CITY	*JACKSON*	*41.88*	*20%*	*-*	*$ 116,621*
JACKSON CO	JACKSON	36.77	17%	July 2026	$ 102,391
LEE'S SUMMIT	JACKSON	50.25	24%	July 2025	$ 139,928
RAYTOWN	JACKSON	7.5	4%	July 2025	$ 20,885
Little Blue Watershed		217.22			**$ 585,972**

Notes:

- Total contribution amount includes $60,000 in MARC management fees and $25,972 to make up Belton contribution
- This distribution of funds may change depending on the ability of each funding partner to provide the level of funds indicated above.

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: May 21, 2025

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

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

ISSUE/REQUEST

Passage of a Bill accepting temporary construction and permanent utility Easements from the abutting property owners for the NW South Outer Road water main project (Project 24-08-03; CIP WA-12)

BACKGROUND/JUSTIFICATION

The City had identified a need to replace the water main along NW South Outer Road between NW 22nd Street and State Route Highway 7 due to deterioration. The existing watermain is experiencing rapid deterioration and in need of frequent repairs. A replacement water main is needed to maintain service to the customers and provide water flow throughout the public water system. The area acquired will also allow the realignment of utilities adjacent to the corridor.

The acquisition of temporary construction and permanent utility easements are required to construct the improvements. In 2018, the City approved a Task Order to Contract No. 2018-211 with Bliss Associates LLC for right of way appraisal and acquisition services related to the NW South Outer Road Water Main Project (Project 24-08-03; CIP WA-12). Bliss Associates, LLC negotiated the easement acquisitions to ensure all laws and protocols were followed during the process. Staff is bringing forward current easements obtained and will bring the additional remaining easements required at a later time once they have been obtained.

Prior to recording the Easements with the Jackson County Recorder of Deeds, Council approval is required to authorize payment to the property owners as well as approve acceptance of the Easements. A budget amendment will be needed for this project.

FINANCIAL IMPACT

Property Owners:	Line Item:	Amount to be Paid:
Washam Properties, LLC	Temporary Construction Easement Permanent Utility Easement Lost Landscaping Total	$ 900.00 $5,500.00 $1,000.00 $7,400.00
Frank & Lisa Thompson	Temporary Construction Easement Permanent Utility Easement Tree Total	$2,200.00 $3,000.00 $ 500.00 $5,700.00
2410, LLC	Temporary Construction Easement	$1,200.00

AUM SAI, LLC	Temporary Construction Easement Lost Landscaping Total	$3,800.00 $2,500.00 $6,300.00
Bella Casa Investments, LLC	Temporary Construction Easement	$1,000.00
BFRE, LLC	Temporary Construction Easement Tree Total	$7,700.00 $ 500.00 $8,200.00
IBEX Climbing Gym, LLC	Temporary Construction Easement Lost Landscaping Total	$4,800.00 $1,000.00 $5,800.00
NBH Bank	Temporary Construction Easement	$ 900.00
SHUBH Hospitality, Inc.	Temporary Construction Easement	$1,300.00
Amount of Request:	$36,6000– Total to be paid to the property owners	
Amount Budgeted:	$ (will be included in future budget amendment)	
Budget Year:	FY 2025-26	
Funding Source/Account #	430-75000-543200	
Account Balance	$	

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
March 3, 2024	Two Years from Start of Construction

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill with Easements attached as Exhibits 1-4, 6-7, 9-11, 14 and 18

REVIEWED BY:

Requesting Director: ***Dennis Dovel***	Budget: ***Karen Van Winkle***

Legal: ***James Newell***	City Administrator: ***Christine Cates***

Introduced by Councilmember _____ BILL NO. 5322

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING TEMPORARY CONSTRUCTION AND PERMANENT UTILITY EASEMENTS FROM THE ABUTTING PROPERTY OWNERS FOR THE NW SOUTH OUTER ROAD WATER MAIN PROJECT (PROJECT 24-08-03; CIP WA-12)

WHEREAS, the City of Blue Springs is committed to ensuring the acquisition of the temporary construction and permanent utility easements for the NW South Outer Road Water Main Project is conducted in a professional and legal manner; and

WHEREAS, easements are required to facilitate the replacement of a deteriorating water main along NW South Outer Road between NW 22nd Street and State Route Highway 7; and

WHEREAS, the City of Blue Springs acquired the easements, negotiated through the consultant Bliss Associates LLC; and

WHEREAS, staff recommends the acceptance of the easements obtained from the following abutting property owners: Washam Properties, LLC; Frank and Lisa Thompson; 2410, LLC; AUM SAI, LLC; Bella Casa Investments, LLC; BFRE, LLC; IBEX Climbing Gym, LLC; NBH Bank; and SHUBH Hospitality, Inc .

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 make payment and accept the Easements (attached hereto as **Exhibits 1-4, 6-7, 9-11, 14 and 18**) from property owners abutting the NW South Outer Road Water Main Project 24-08-03 project improvements as follows:

- Washam Properties, LLC – Temporary Construction Easement and Permanent Utility Easement in the amount of $7,400 (Exhibits 1 and 2, respectively);
- Frank and Lisa Thompson – Temporary Construction Easement and Permanent Utility Easement in the amount of $5,700 (Exhibits 3 and 4, respectively);
- 2410, LLC – Temporary Construction Easement in the amount of $1,200 (Exhibit 6);
- AUM SAI, LLC – Temporary Construction Easement in the amount of $6,300 (Exhibit 7);
- Bella Casa Investments, LLC – Temporary Construction Easement in the amount of $1,000 (Exhibit 9);
- BFRE, LLC – Temporary Construction Easement in the amount of $8,200 (Exhibit 10);
- IBEX Climbing Gym, LLC – Temporary Construction Easement in the amount of $5,800 (Exhibit 11);
- NBH Bank – Temporary Construction Easement in the amount of $900 (Exhibit 14);
- SHUBH Hospitality, Inc – Temporary Construction Easement in the amount of $1,300 (Exhibit 18); and

Section 2. The City Administrator is authorized to take any and all actions necessary to accept

the Easements including submitting a FY 2024-25 budget amendment to Council for approval.

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 2nd day of June 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

EXHIBIT 1

Title of Document: Temporary Construction Easement

Date of Document: February 16, 2023

Grantor: Washam Properties, LLC

Grantee: Blue Springs, Missouri

Mailing Address (Grantee): 903 West Main Street, Blue Springs, Missouri 64015

Legal description:

All of the Southerly Thirty feet (30') of the Northerly Sixty feet (60') of the Easterly Forty-five feet (45') of the Westerly One Hundred Twenty-five feet (125') of the following described tract. Containing 1,350 square feet.

All of that part of COPPER OAKS EXTENSION CONDOMINIUMS 1st PLAT, LOT 1, A REPLAT OF LOT 3, CORPORATECENTRE SUBDIVISION, a subdivision located in Blue Springs, Jackson County, Missouri being more particularly described as: Commencing at a 1/2 inch iron bar at the Northwest corner of said Lot 1; thence South 02 degrees 35 minutes 45 seconds West along the West property line of said Lot 1, a distance of 75.63 feet; thence South 87 degrees 24 minutes 15 seconds East departing said West property line, 15.2 feet to the point of beginning; thence from the true point of beginning South 87 degrees 21 minutes 39 seconds East, 14.00 feet; thence North 02 degrees 37 minutes 30 seconds East, 4.00 feet; thence South 87 degrees 21 minutes 39 seconds East, 2.67 feet; thence South 42 degrees 22 minutes 51 seconds East, 1.41 feet; thence South 87 degrees 21 minutes 39 seconds East, 8.67 feet; thence North 47 degrees 39 minutes 49 seconds East, 1.41 feet; thence South 87 degrees 21 minutes 39 seconds East, 2.67 feet; thence South 02 degrees 38 minutes 21 seconds West, 4.00 feet; thence South 87 degrees 21 minutes 39 seconds East, 16.00 feet; thence South 02 degrees 38 minutes 21 seconds West, 12.33 feet; thence South 87 degrees 21 minutes 39 seconds East, 4.00 feet; thence South 02 degrees 37 minutes 43 seconds West, 2.67 feet; thence South 47 degrees 36 minutes 59 seconds West, 1.41 feet; thence South 02 degrees 38 minutes 21 seconds West, 8.67 feet; thence South 42 degrees 20 minutes 47 seconds East, 1.41 feet; thence South 02 degrees 38 minutes 21 seconds West, 2.67 feet; thence North 87 degrees 21 minutes 39 seconds West, 4.00 feet; thence South 02 degrees 38

minutes 21 seconds West, 16.00 feet; thence North 87 degrees 21 minutes 39 seconds West, 40.00 feet; thence North 02 degrees 38 minutes 21 seconds East, 44.33 to the point of beginning. Also known as Unit A of Building 10, shown on the Certificate of Survey filed March 8, 2002 as Document No. 2002I0018248 in Book T14 at page 54 and as shown on the recorded Plat of COPPER OAKS EXTENSION CONDOMINIUMS 1st PLAT, LOT 1, A REPLAT OF LOT 3 CORPORATE CENTRE SUBDIVISION filed for record March 6, 2002 as Document No. 2002I0017731, in Book I70 and Page 97 together with the undivided interest in the common elements appurtenant thereto, as set forth in the Declaration filed October 17, 2000 as Document No. 2000I0068915 and re-recorded March 6, 2002 as Document No. 2002I0017729 and amended January 4, 2002 as Document No. 2002I0000754, and re-recorded March 6, 2002 as Document No. 2002I0017732.

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made this 14th day of February 2023 by and between, Washam Properties, LLC, having an address of 2058 NW South Outer Road, Blue Springs, Missouri, owner of the property herein described, hereinafter known as the Grantor and party of the first part, and Blue Springs, Missouri, a political subdivision of the state of Missouri, hereinafter known as the Grantee and party of the second part.

GRANTEE'S ADDRESS: 903 West Main Street, Blue Springs, Missouri 64015

WITNESSETH: Grantor, in consideration of the sum of ONE AND NO/100 DOLLARS AND OTHER VALUABLE CONSIDERATION ($1.00 & O.V.C.), to be paid by the City of Blue Springs, the receipt of which is hereby acknowledged, do by these presents convey, remise, release and quitclaim unto said party of the second part, the following described temporary construction easement in real estate in the County of Jackson, State of Missouri, to wit:

Temporary Construction Easement:

See attached Exhibits A and B

Grantor agrees not to obstruct or interfere with Grantee's use and enjoyment of the easement area granted hereunder by any means, including, without limitation, obstructing or interfering with the operation, maintenance or access to the street, roadway, thoroughfare, storm sewers, underground pipe, manholes, catch basins, concrete drainage ways, open water ways, and all necessary appurtenances thereto, by erecting, or causing or allowing to be erected, any building or structure on said easement.

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its successors and assigns; the said parties of the first part hereby covenant that it is lawfully seized of an indefeasible estate in fee in the premises from which temporary easement is herein conveyed and that it has good right to convey the same.

Said right of entrance, occupation, construction, improvement and use of this easement area shall continue during construction and for six (6) months after completion and acceptance of the project but in no event shall this grant exceed a period of two (2) years from the start of construction.

IN WITNESS WHEREOF, the said Grantor(s) executed the above the day and year first above written.

By: _____
Robert A. Washam, Member
GRANTEE: City of Blue Springs, Missouri

By: _____
Christine Cates, City Administrator
Acceptance and authorization of this Easement is established and in accordance with Ordinance No. ____

ACKNOWLEDGMENT BY CORPORATION

STATE OF ~~MISSOURI~~ KANSAS)
)SS
COUNTY OF ~~JACKSON~~ Johnson)



On this 16 day of February 2023, appeared Robert A. Washam, Member, personally known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public



My Commission Expires: 1-13-26

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this _____ day of _____, 2023, before me personally appeared Christine Cates, to me personally known, who, being by me duly sworn, did say that she is the City Administrator of the City of Blue Springs, Missouri, and that said instrument was signed by Christine Cates on behalf of said City pursuant to due authority vested in such person; and said individual acknowledged said instrument to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Notary Public in and for said State
Commission Expires:

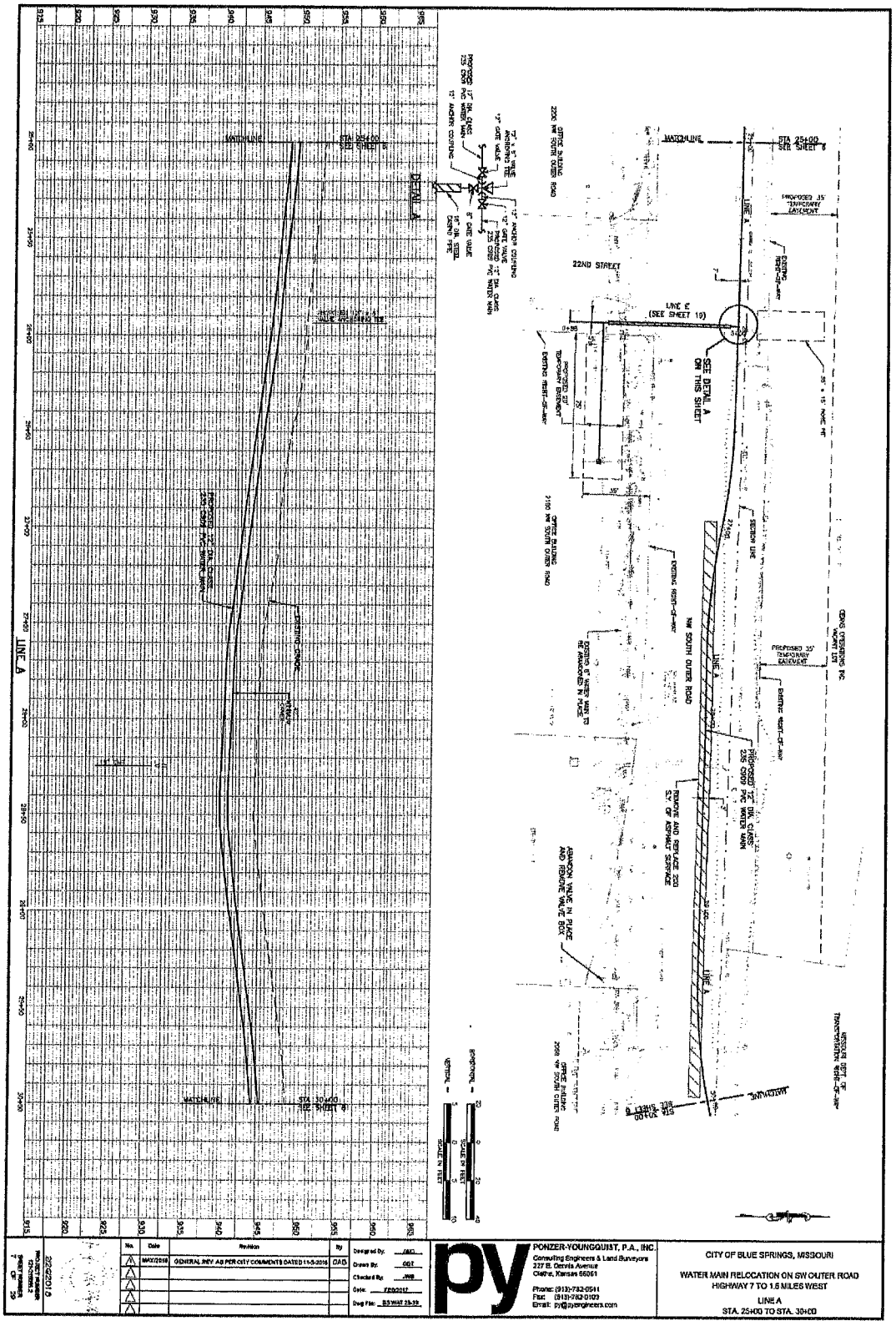
Exhibit A

Legal Description of Temporary Construction Easement

All of the Southerly Thirty feet (30') of the Northerly Sixty feet (60') of the Easterly Forty-five feet (45') of the Westerly One Hundred Twenty-five feet (125') of the following described tract. Containing 1,350 square feet.

All of that part of COPPER OAKS EXTENSION CONDOMINIUMS 1st PLAT, LOT 1, A REPLAT OF LOT 3, CORPORATECENTRE SUBDIVISION, a subdivision located in Blue Springs, Jackson County, Missouri being more particularly described as: Commencing at a 1/2 inch iron bar at the Northwest corner of said Lot 1; thence South 02 degrees 35 minutes 45 seconds West along the West property line of said Lot 1, a distance of 75.63 feet; thence South 87 degrees 24 minutes 15 seconds East departing said West property line, 15.2 feet to the point of beginning; thence from the true point of beginning South 87 degrees 21 minutes 39 seconds East, 14.00 feet; thence North 02 degrees 37 minutes 30 seconds East, 4.00 feet; thence South 87 degrees 21 minutes 39 seconds East, 2.67 feet; thence South 42 degrees 22 minutes 51 seconds East, 1.41 feet; thence South 87 degrees 21 minutes 39 seconds East, 8.67 feet; thence North 47 degrees 39 minutes 49 seconds East, 1.41 feet; thence South 87 degrees 21 minutes 39 seconds East, 2.67 feet; thence South 02 degrees 38 minutes 21 seconds West, 4.00 feet; thence South 87 degrees 21 minutes 39 seconds East, 16.00 feet; thence South 02 degrees 38 minutes 21 seconds West, 12.33 feet; thence South 87 degrees 21 minutes 39 seconds East, 4.00 feet; thence South 02 degrees 37 minutes 43 seconds West, 2.67 feet; thence South 47 degrees 36 minutes 59 seconds West, 1.41 feet; thence South 02 degrees 38 minutes 21 seconds West, 8.67 feet; thence South 42 degrees 20 minutes 47 seconds East, 1.41 feet; thence South 02 degrees 38 minutes 21 seconds West, 2.67 feet; thence North 87 degrees 21 minutes 39 seconds West, 4.00 feet; thence South 02 degrees 38 minutes 21 seconds West, 16.00 feet; thence North 87 degrees 21 minutes 39 seconds West, 40.00 feet; thence North 02 degrees 38 minutes 21 seconds East, 44.33 to the point of beginning. Also known as Unit A of Building 10, shown on the Certificate of Survey filed March 8, 2002 as Document No. 2002I0018248 in Book T14 at page 54 and as shown on the recorded Plat of COPPER OAKS EXTENSION CONDOMINIUMS 1st PLAT, LOT 1, A REPLAT OF LOT 3 CORPORATE CENTRE SUBDIVISION filed for record March 6, 2002 as Document No. 2002I0017731, in Book I70 and Page 97 together with the undivided interest in the common elements appurtenant thereto, as set forth in the Declaration filed October 17, 2000 as Document No. 2000I0068915 and re-recorded March 6, 2002 as Document No. 2002I0017729 and amended January 4, 2002 as Document No. 2002I0000754, and re-recorded March 6, 2002 as Document No. 2002I0017732.

Exhibit B
Map of Temporary Construction Easement



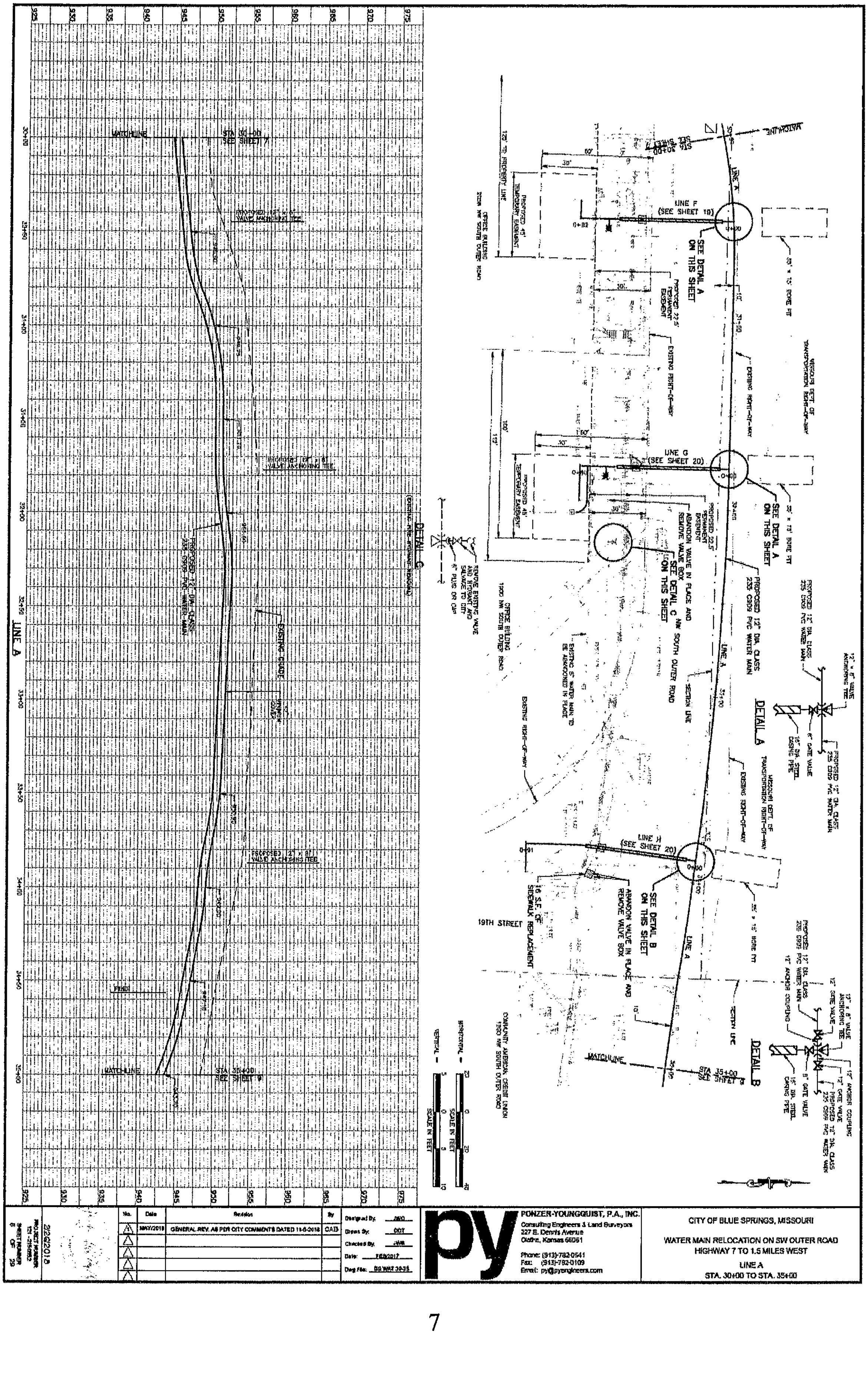

PONZER-YOUNGQUIST, P.A., INC.
Consulting Engineers & Land Surveyors
227 E. Dennis Avenue
Olathe, Kansas 66061
Phone: (913)-782-0541
Fax: (913)-782-0109
Email: py@pyengineers.com
CITY OF BLUE SPRINGS, MISSOURI
WATER MAIN RELOCATION ON SW OUTER ROAD
HIGHWAY 7 TO 1.5 MILES WEST
LINE A
STA. 30+00 TO STA. 35+00
GENERAL REV. AS PER CITY COMMENTS DATED 11-5-2018
LINE A
DETAIL A
DETAIL B
DETAIL C
19TH STREET
SCALE IN FEET

EXHIBIT 2

Title of Document: Permanent Utility Easement

Date of Document: February 16, 2023

Grantor: Washam Properties, LLC

Grantee: Blue Springs, Missouri

Mailing Address (Grantee): 903 West Main Street, Blue Springs, Missouri 64015

Legal description:

All of the Southerly Twenty-two and one-half feet (22.5') of the Northerly Thirty feet (30') of the following described tract. Containing 3,601 square feet.

All of that part of COPPER OAKS EXTENSION CONDOMINIUMS 1st PLAT, LOT 1, A REPLAT OF LOT 3, CORPORATECENTRE SUBDIVISION, a subdivision located in Blue Springs, Jackson County, Missouri being more particularly described as: Commencing at a 1/2 inch iron bar at the Northwest corner of said Lot 1; thence South 02 degrees 35 minutes 45 seconds West along the West property line of said Lot 1, a distance of 75.63 feet; thence South 87 degrees 24 minutes 15 seconds East departing said West property line, 15.2 feet to the point of beginning; thence from the true point of beginning South 87 degrees 21 minutes 39 seconds East, 14.00 feet; thence North 02 degrees 37 minutes 30 seconds East, 4.00 feet; thence South 87 degrees 21 minutes 39 seconds East, 2.67 feet; thence South 42 degrees 22 minutes 51 seconds East, 1.41 feet; thence South 87 degrees 21 minutes 39 seconds East, 8.67 feet; thence North 47 degrees 39 minutes 49 seconds East, 1.41 feet; thence South 87 degrees 21 minutes 39 seconds East, 2.67 feet; thence South 02 degrees 38 minutes 21 seconds West, 4.00 feet; thence South 87 degrees 21 minutes 39 seconds East, 16.00 feet; thence South 02 degrees 38 minutes 21 seconds West, 12.33 feet; thence South 87 degrees 21 minutes 39 seconds East, 4.00 feet; thence South 02 degrees 37 minutes 43 seconds West, 2.67 feet; thence South 47 degrees 36 minutes 59 seconds West, 1.41 feet; thence South 02 degrees 38 minutes 21 seconds West, 8.67 feet; thence South 42 degrees 20 minutes 47 seconds East, 1.41 feet; thence South 02 degrees 38 minutes 21 seconds West, 2.67 feet; thence North 87 degrees 21 minutes 39 seconds West, 4.00 feet; thence South 02 degrees 38

minutes 21 seconds West, 16.00 feet; thence North 87 degrees 21 minutes 39 seconds West, 40.00 feet; thence North 02 degrees 38 minutes 21 seconds East, 44.33 to the point of beginning. Also known as Unit A of Building 10, shown on the Certificate of Survey filed March 8, 2002 as Document No. 2002I0018248 in Book T14 at page 54 and as shown on the recorded Plat of COPPER OAKS EXTENSION CONDOMINIUMS 1st PLAT, LOT 1, A REPLAT OF LOT 3 CORPORATE CENTRE SUBDIVISION filed for record March 6, 2002 as Document No. 2002I0017731, in Book I70 and Page 97 together with the undivided interest in the common elements appurtenant thereto, as set forth in the Declaration filed October 17, 2000 as Document No. 2000I0068915 and re-recorded March 6, 2002 as Document No. 2002I0017729 and amended January 4, 2002 as Document No. 2002I0000754, and re-recorded March 6, 2002 as Document No. 2002I0017732.

PERMANENT UTILITY EASEMENT

THIS AGREEMENT, made this 16th day of February, 2022, by and between Washam Properties, LLC, having an address of 2058 NW South Outer Road, Blue Springs, Missouri, owner of the property herein described, hereinafter known as the Grantor(s) and party of the first part, and Blue Springs, Missouri, a political subdivision of the state of Missouri, hereinafter known as the Grantee and party of the second part.

GRANTEE'S ADDRESS: 903 West Main Street, Blue Springs, Missouri 64015

WITNESSETH: Grantor, in consideration of the sum of ONE AND NO/100 DOLLARS AND OTHER VALUABLE CONSIDERATION ($1.00 & O.V.C.), to be paid by the City of Blue Springs, Missouri, the receipt of which is hereby acknowledged, does by these presents remise, release and quitclaim unto said party of the second part, the following described permanent utility easement in real estate in the County of Jackson, State of Missouri, to wit:

> A perpetual and permanent utility easement for the construction, improvement, reconstruction and maintenance of utilities, including but not limited to, the use of conduits, water, gas, sewer pipes, poles, wires, surface drainage facilities, ducts, cables on, over, along, across, and under the lots, tracts, or parcels of land lying, being and situated in the County of Jackson, and the State of Missouri, as legally described in **Exhibit A** which is attached hereto and incorporated herein; and

Grantor agrees not to obstruct or interfere with **Grantee's** use and enjoyment of the Easement areas granted hereunder by any means, including, without limitation, obstructing or interfering with the operation, maintenance or access to the street, roadway, thoroughfare, storm sewers, underground pipe, manholes, catch basins, concrete drainage ways, open water ways, and all necessary appurtenances thereto, by erecting, or causing or allowing to be erected, any building or structure on said Easement.

It is expressly agreed to by the **Grantor** that the **Grantee** may, in the **Grantee**'s absolute discretion, and without prior notification to the **Grantor**, assign or transfer any and all of its

rights under this Easement. Such assignment or transfer shall not otherwise affect any rights granted by the **Grantor** pursuant to this Easement.

Grantor further states that it is lawfully seized of title to the land through which said Easement is granted and that it has good and lawful right to convey said easements to the **Grantee** herein.

THIS GRANT shall, at all times be deemed to be and shall be, a continuing covenant running with the land and shall be binding upon the successors and assigns of the **Grantor**.

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its successors and assigns; the said party of the first part hereby covenants that it is lawfully seized of an indefeasible estate in fee in the premises from which the permanent utility easement is herein conveyed and that it has good right to convey the same.

IN WITNESS WHEREOF, the said Grantor executed the above on 2/14, 2023

By: _____
Robert A. Washam, Member
GRANTEE: City of Blue Springs, Missouri

By: _____
Christine Cates, City Administrator
Acceptance and authorization of this Easement is established and in accordance with Ordinance No. ____

ACKNOWLEDGMENT BY CORPORATION

STATE OF ~~MISSOURI~~ KANSAS)
)SS
COUNTY OF ~~JACKSON~~ JOHNSON)

On this 11th day of February, 2022, appeared Robert A. Washam, Member, personally known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public

STATE OF NOTARY PUBLIC KANSAS
LINDSAY M CUTLER
My Appointment Expires
January 13, 2026

My Commission Expires: 1/13/2026

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this _____ day of _____, 2022, before me personally appeared Christine Cates to me personally known, who, being by me duly sworn, did say that she is the City Administrator of the City of Blue Springs, Missouri, and that said instrument was signed by Christine Cates on behalf of said City pursuant to due authority vested in such person; and said individual acknowledged said instrument to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Notary Public in and for said State
Commission Expires:

EXHIBIT A

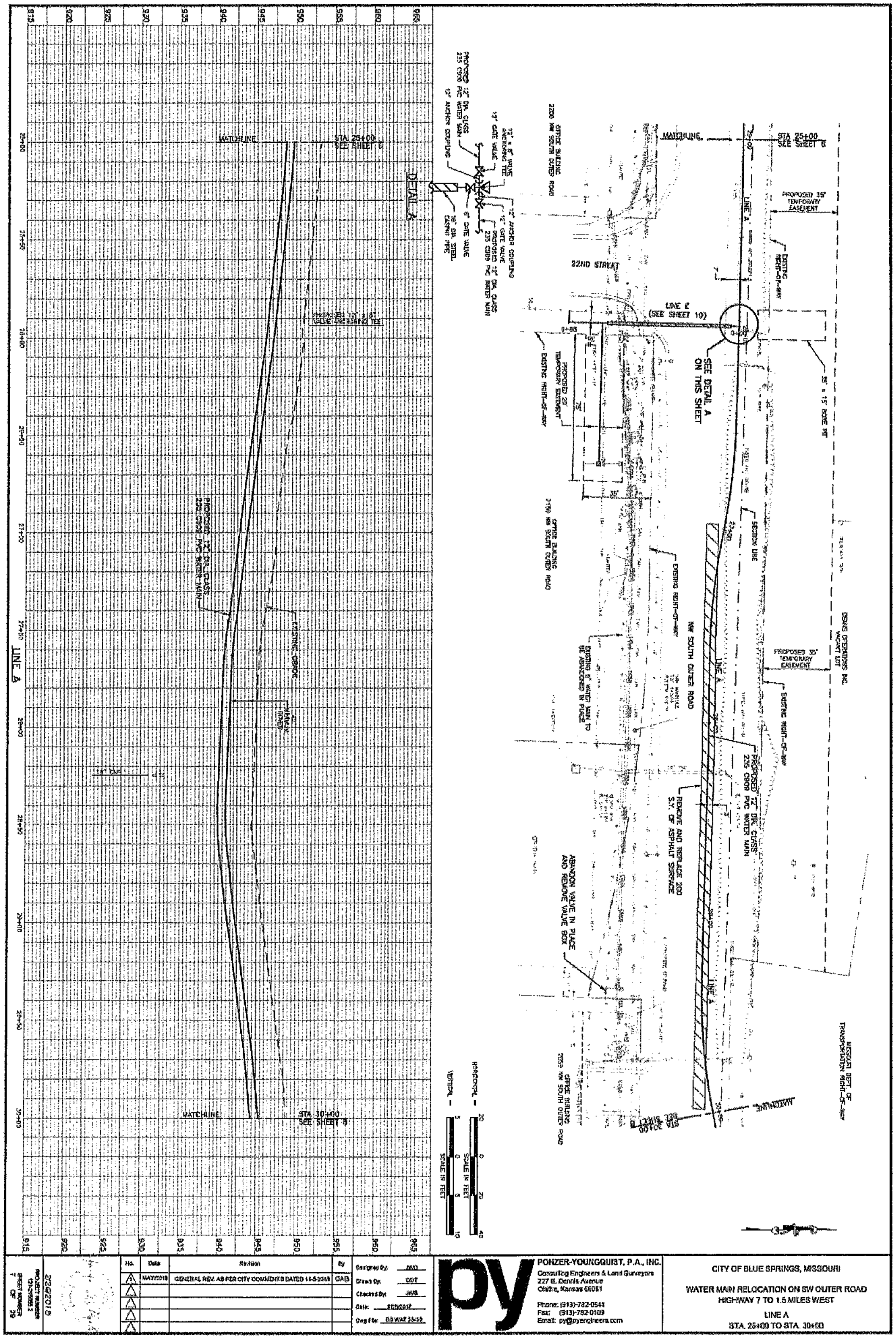
Legal Description of Permanent Utility Easement

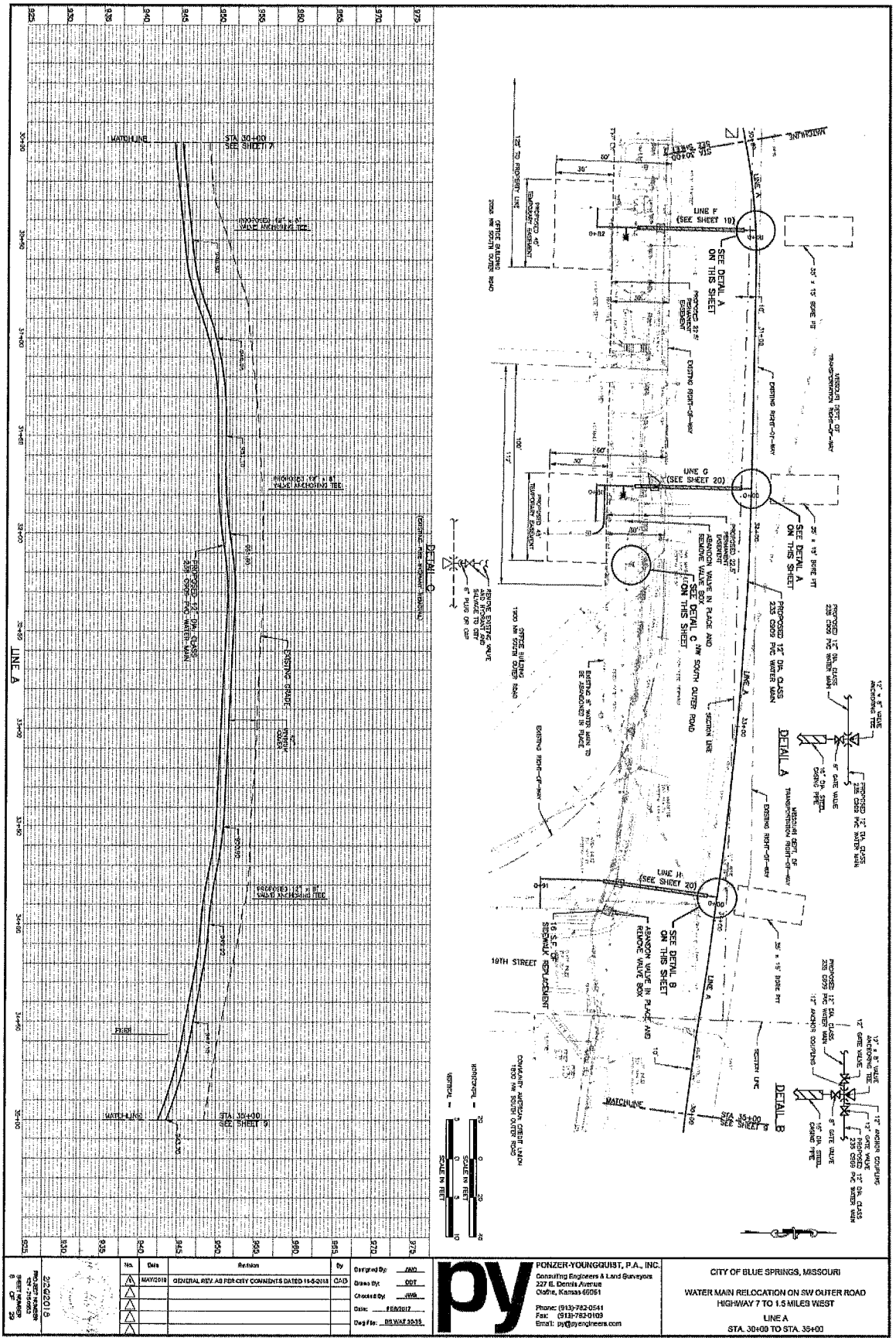
All of the Southerly Twenty-two and one-half feet (22.5') of the Northerly Thirty feet (30') of the following described tract. Containing 3,601 square feet.

All of that part of COPPER OAKS EXTENSION CONDOMINIUMS 1st PLAT, LOT 1, A REPLAT OF LOT 3, CORPORATECENTRE SUBDIVISION, a subdivision located in Blue Springs, Jackson County, Missouri being more particularly described as: Commencing at a 1/2 inch iron bar at the Northwest corner of said Lot 1; thence South 02 degrees 35 minutes 45 seconds West along the West property line of said Lot 1, a distance of 75.63 feet; thence South 87 degrees 24 minutes 15 seconds East departing said West property line, 15.2 feet to the point of beginning; thence from the true point of beginning South 87 degrees 21 minutes 39 seconds East, 14.00 feet; thence North 02 degrees 37 minutes 30 seconds East, 4.00 feet; thence South 87 degrees 21 minutes 39 seconds East, 2.67 feet; thence South 42 degrees 22 minutes 51 seconds East, 1.41 feet; thence South 87 degrees 21 minutes 39 seconds East, 8.67 feet; thence North 47 degrees 39 minutes 49 seconds East, 1.41 feet; thence South 87 degrees 21 minutes 39 seconds East, 2.67 feet; thence South 02 degrees 38 minutes 21 seconds West, 4.00 feet; thence South 87 degrees 21 minutes 39 seconds East, 16.00 feet; thence South 02 degrees 38 minutes 21 seconds West, 12.33 feet; thence South 87 degrees 21 minutes 39 seconds East, 4.00 feet; thence South 02 degrees 37 minutes 43 seconds West, 2.67 feet; thence South 47 degrees 36 minutes 59 seconds West, 1.41 feet; thence South 02 degrees 38 minutes 21 seconds West, 8.67 feet; thence South 42 degrees 20 minutes 47 seconds East, 1.41 feet; thence South 02 degrees 38 minutes 21 seconds West, 2.67 feet; thence North 87 degrees 21 minutes 39 seconds West, 4.00 feet; thence South 02 degrees 38 minutes 21 seconds West, 16.00 feet; thence North 87 degrees 21 minutes 39 seconds West, 40.00 feet; thence North 02 degrees 38 minutes 21 seconds East, 44.33 to the point of beginning. Also known as Unit A of Building 10, shown on the Certificate of Survey filed March 8, 2002 as Document No. 200210018248 in Book T14 at page 54 and as shown on the recorded Plat of COPPER OAKS EXTENSION CONDOMINIUMS 1st PLAT, LOT 1, A REPLAT OF LOT 3 CORPORATE CENTRE SUBDIVISION filed for record March 6, 2002 as Document No. 200210017731, in Book I70 and Page 97 together with the undivided interest in the common elements appurtenant thereto, as set forth in the Declaration filed October 17, 2000 as Document No. 200010068915 and re-recorded March 6, 2002 as Document No. 200210017729 and amended January 4, 2002 as Document No. 200210000754, and re-recorded March 6, 2002 as Document No. 200210017732.

Exhibit B

Map of Permanent Utility Easement





No.	Date	Revision	By
1	MAY/2018	GENERAL REV. AS PER CITY COMMENTS DATED 10-6-2018	CAD

Designed By: JWD
Drawn By: CDT
Checked By: JWB
Date: FEB/2017
Dwg File: 08 WAT 3515

2/22/2018

PROJECT NUMBER 08-3515
SHEET NUMBER 8 OF 22

PONZER-YOUNGQUIST, P.A., INC.
Consulting Engineers & Land Surveyors
227 E. Dennis Avenue
Olathe, Kansas 66061
Phone: (913)-782-0541
Fax: (913)-782-0109
Email: py@pyengineers.com

CITY OF BLUE SPRINGS, MISSOURI

WATER MAIN RELOCATION ON SW OUTER ROAD
HIGHWAY 7 TO 1.5 MILES WEST

LINE A
STA. 30+09 TO STA. 35+00

EXHIBIT 3

Title of Document: Temporary Construction Easement

Date of Document: February 23, 2023

Grantors: Frank J. Thompson and Lisa A. Thompson, husband and wife

Grantee: Blue Springs, Missouri

Mailing Address (Grantee): 903 West Main Street, Blue Springs, Missouri 64015

Legal description:

All of the Northerly Forty feet (40') of Lot 1, Thompson Business Park, 1st Plat, a subdivision in Blue Springs, Jackson County, Missouri except that part in existing Utility Easement. Containing 3,292 square feet.

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made this 23rd day of February 2023 by and between, Frank J. Thompson and Lisa A. Thompson, husband and wife, having an address of 25808 Southwest Cowherd Road, Blue Springs, MO 64015, owner of the property herein described, hereinafter known as the Grantors and party of the first part, and Blue Springs, Missouri, a political subdivision of the state of Missouri, hereinafter known as the Grantee and party of the second part.

GRANTEE'S ADDRESS: 903 West Main Street, Blue Springs, Missouri 64015

WITNESSETH: Grantors, in consideration of the sum of ONE AND NO/100 DOLLARS AND OTHER VALUABLE CONSIDERATION ($1.00 & O.V.C.), to be paid by the City of Blue Springs, the receipt of which is hereby acknowledged, do by these presents convey, remise, release and quitclaim unto said party of the second part, the following described temporary construction easement in real estate in the County of Jackson, State of Missouri, to wit:

Temporary Construction Easement:

See attached Exhibits A and B

Grantors agree not to obstruct or interfere with Grantee's use and enjoyment of the easement area granted hereunder by any means, including, without limitation, obstructing or interfering with the operation, maintenance or access to the street, roadway, thoroughfare, storm sewers, underground pipe, manholes, catch basins, concrete drainage ways, open water ways, and all necessary appurtenances thereto, by erecting, or causing or allowing to be erected, any building or structure on said easement.

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its successors and assigns; the said parties of the first part hereby covenant that it is lawfully seized of an indefeasible estate in fee in the premises from which temporary easement is herein conveyed and that it has good right to convey the same.

Said right of entrance, occupation, construction, improvement and use of this easement area shall continue during construction and for six (6) months after completion and acceptance of the project but in no event shall this grant exceed a period of two (2) years from the start of construction.

IN WITNESS WHEREOF, the said Grantors executed the above the day and year first above written.

By: _____ 2/23/2023
Frank J. Thompson

By: _____ 2/23/2023
Lisa A. Thompson

GRANTEE: City of Blue Springs, Missouri

By: _____

Christine Cates, City Administrator

Acceptance and authorization of this Easement is established and in accordance with Ordinance No. ____

ACKNOWLEDGMENT BY INDIVIDUALS

STATE OF MISSOURI)
)SS
COUNTY OF JACKSON)

On this 23 day of February 2023, appeared Frank J. Thompson and Lisa A. Thompson, ~~personally~~ known to me to be the persons who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Sierra Olvera
Notary Public

SIERRA OLVERA
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19867790
My Commission Expires Aug 20, 2023

My Commission Expires: 8-20-2023.

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this _____ day of _____, 2022, before me personally appeared Christine Cates, to me personally known, who, being by me duly sworn, did say that she is the City Administrator of the City of Blue Springs, Missouri, and that said instrument was signed by Christine Cates on behalf of said City pursuant to due authority vested in such person; and said individual acknowledged said instrument to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

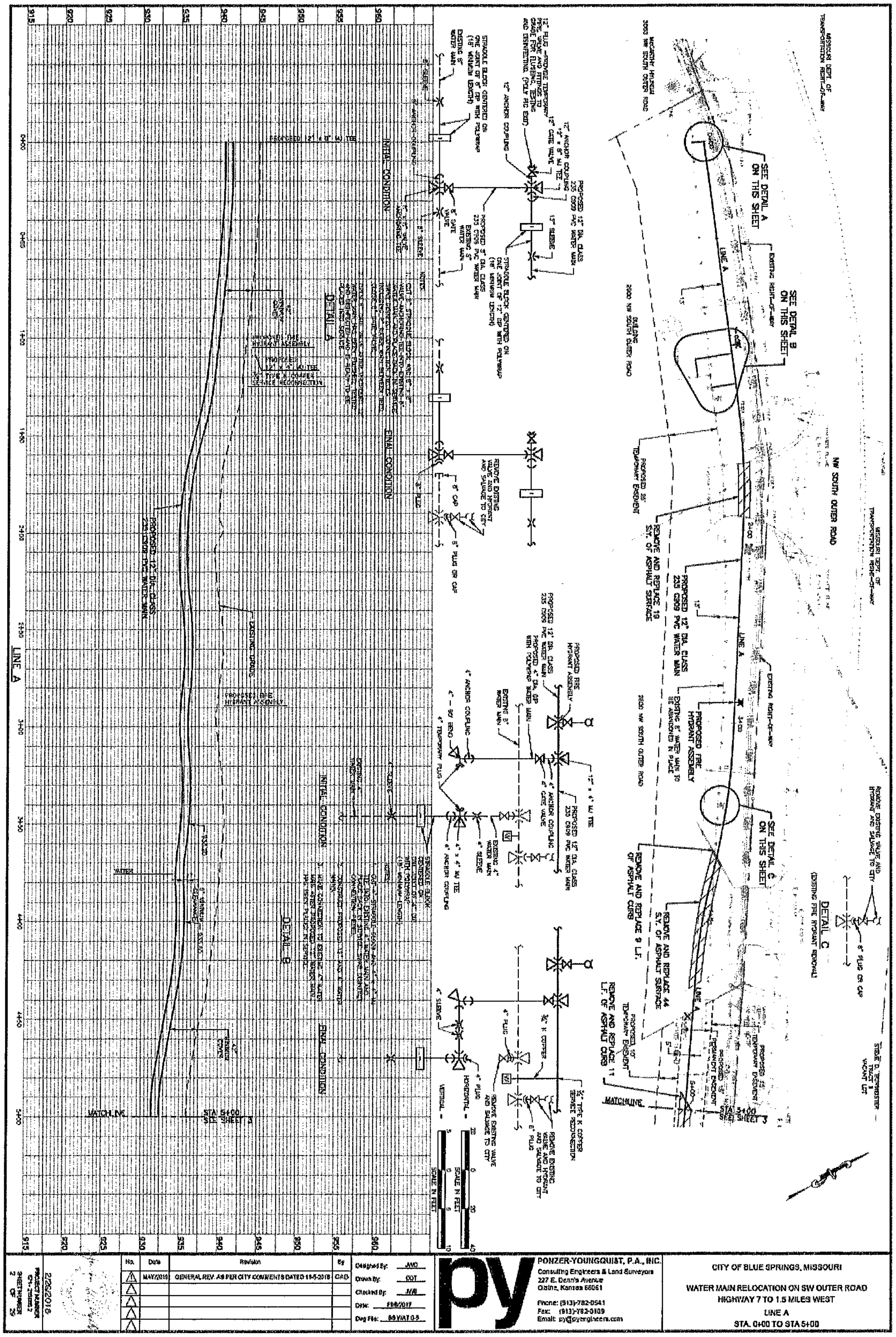
_____
Notary Public in and for said State
Commission Expires:

Exhibit A

Legal Description of Temporary Construction Easement

All of the Northerly Forty feet (40') of Lot 1, Thompson Business Park, 1st Plat, a subdivision in Blue Springs, Jackson County, Missouri except that part in existing Utility Easement. Containing 3,292 square feet.

Exhibit B
Map of Temporary Construction Easement



No.	Date	Revision	By
1	04/03/2018	GENERAL REV. AS PER CITY COMMENTS DATED 11-5-2018	CAB

Designed By: JWO
Drawn By: CDT
Checked By: TJG
Date: FEB/2018
Dwg File: BSWAY5-10

2/26/2018

PROJECT NUMBER 181-20182.2
SHEET 3 OF 25

PONZER-YOUNGQUIST, P.A., INC.
Consulting Engineers & Land Surveyors
227 E. Davis Avenue
Olathe, Kansas 66061
Phone: (913)-782-0541
Fax: (913)-782-0109
Email: py@pyengineers.com

CITY OF BLUE SPRINGS, MISSOURI

WATER MAIN RELOCATION ON SW OUTER ROAD
HIGHWAY 7 TO 1.5 MILES WEST
LINE A
STA. 5+00 TO STA. 10+00

EXHIBIT 4

Title of Document: Permanent Utility Easement

Date of Document: February 23, 2023

Grantors: Frank A. Thompson and Lisa A. Thompson, husband and wife

Grantee: Blue Springs, Missouri

Mailing Address (Grantee): 903 West Main Street, Blue Springs, Missouri 64015

Legal description:

All of the Southerly Fifteen feet (15') of the Northerly Thirty feet (30') of Lot 1, Thompson Business Park, 1st Plat, a subdivision in Blue Springs, Jackson County, Missouri. Containing 1,980 square feet.

PERMANENT UTILITY EASEMENT

THIS AGREEMENT, made this 23rd day of February, 2023, by and between Frank J. Thompson and Lisa A. Thompson, husband and wife, having an address of 25808 Southwest Cowherd Road, Blue Springs, MO 64015, owners of the property herein described, hereinafter known as the Grantors and party of the first part, and Blue Springs, Missouri, a political subdivision of the state of Missouri, hereinafter known as the Grantee and party of the second part.

GRANTEE'S ADDRESS: 903 West Main Street, Blue Springs, Missouri 64015

WITNESSETH: Grantor, in consideration of the sum of ONE AND NO/100 DOLLARS AND OTHER VALUABLE CONSIDERATION ($1.00 & O.V.C.), to be paid by the City of Blue Springs, Missouri, the receipt of which is hereby acknowledged, does by these presents remise, release and quitclaim unto said party of the second part, the following described permanent utility easement in real estate in the County of Jackson, State of Missouri, to wit:

> A perpetual and permanent utility easement for the construction, improvement, reconstruction and maintenance of utilities, including but not limited to, the use of conduits, water, gas, sewer pipes, poles, wires, surface drainage facilities, ducts, cables on, over, along, across, and under the lots, tracts, or parcels of land lying, being and situated in the County of Jackson, and the State of Missouri, as legally described in **Exhibit A** which is attached hereto and incorporated herein; and

Grantors agree not to obstruct or interfere with **Grantee's** use and enjoyment of the Easement areas granted hereunder by any means, including, without limitation, obstructing or interfering with the operation, maintenance or access to the street, roadway, thoroughfare, storm sewers, underground pipe, manholes, catch basins, concrete drainage ways, open water ways, and all necessary appurtenances thereto, by erecting, or causing or allowing to be erected, any building or structure on said Easement.

It is expressly agreed to by the **Grantors** that the **Grantee** may, in the **Grantee**'s absolute discretion, and without prior notification to the **Grantors**, assign or transfer any and all of its rights under this Easement. Such assignment or transfer shall not otherwise affect any rights granted by the **Grantors** pursuant to this Easement.

Grantors further states that it is lawfully seized of title to the land through which said Easement is granted and that it has good and lawful right to convey said easements to the **Grantee** herein.

THIS GRANT shall, at all times be deemed to be and shall be, a continuing covenant running with the land and shall be binding upon the successors and assigns of the **Grantors.**

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its

successors and assigns; the said party of the first part hereby covenants that it is lawfully seized of an indefeasible estate in fee in the premises from which the permanent utility easement is herein conveyed and that it has good right to convey the same.

IN WITNESS WHEREOF, the said Grantors executed the above on 2/23/23, 2023.

By: _____
Frank J. Thompson

By: _____
Lisa A. Thompson

GRANTEE: City of Blue Springs, Missouri

By: _____
Christine Cates, City Administrator
Acceptance and authorization of this Easement is established and in accordance with Ordinance No. ____

ACKNOWLEDGMENT BY INDIVIDUALS

STATE OF MISSOURI)
)SS
COUNTY OF JACKSON)

On this 23rd day of February, 2023, appeared Frank J. Thompson and Lisa A. Thompson, personally known to me to be the persons who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

_____
Notary Public

SIERRA OLVERA
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 19867790
My Commission Expires Aug 20, 2023

My Commission Expires: 8-20-2023

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this _____ day of _____, 2022, before me personally appeared Christine Cates, to me personally known, who, being by me duly sworn, did say that she is the City Administrator of the City of Blue Springs, Missouri, and that said instrument was signed by Christine Cates on behalf of said City pursuant to due authority vested in such person; and said individual acknowledged said instrument to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

_____
Notary Public in and for said State
Commission Expires:

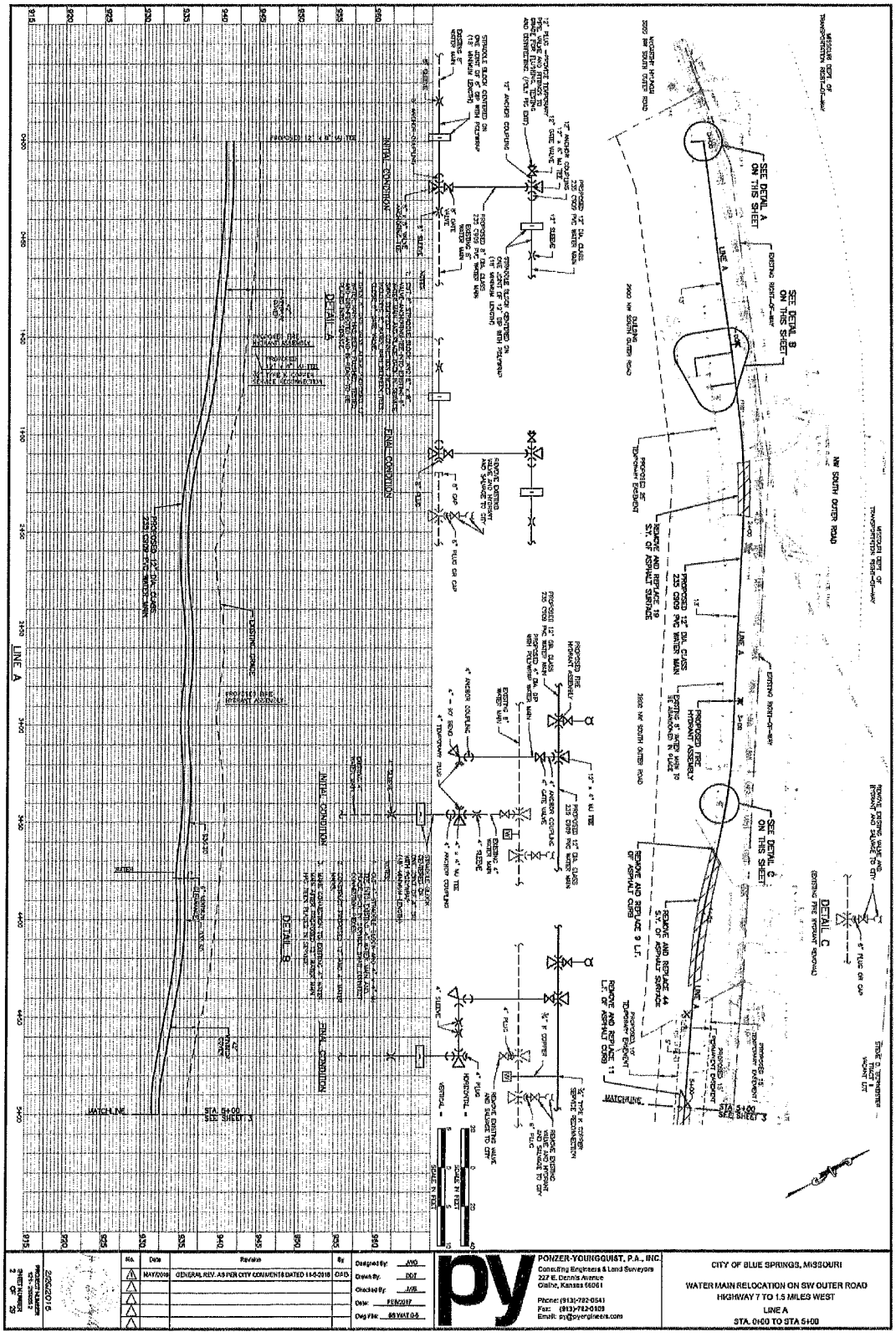
EXHIBIT A

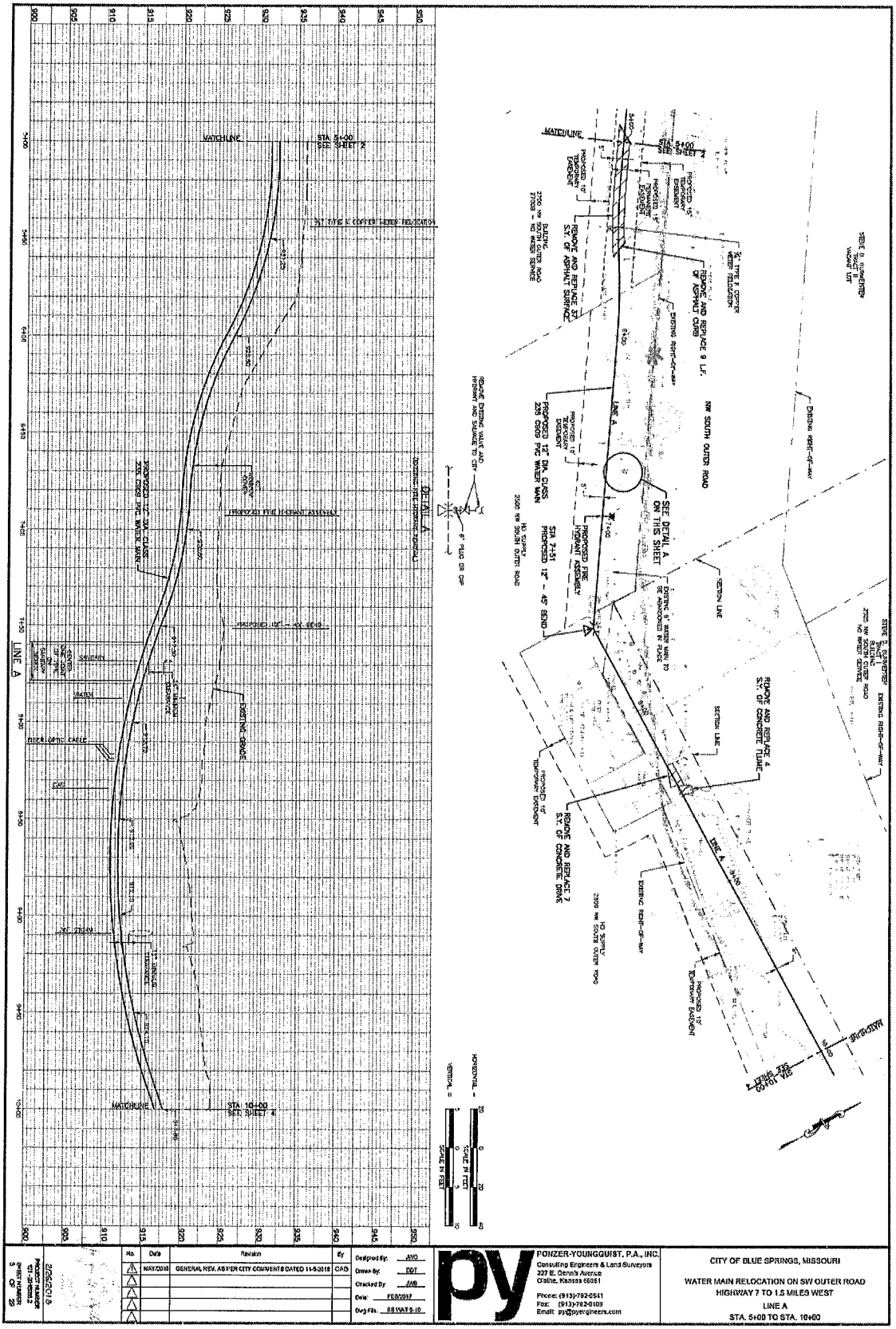
Legal Description of Permanent Utility Easement

All of the Southerly Fifteen feet (15') of the Northerly Thirty feet (30') of Lot 1, Thompson Business Park, 1st Plat, a subdivision in Blue Springs, Jackson County, Missouri. Containing 1,980 square feet.

Exhibit B

Map of Permanent Utility Easement





No.	Date	Revision	By
1	MAY/2018	GENERAL REV. AS PER CITY COMMENTS DATED 11-5-2018	CAB
2			
3			
4			
5			

Designed By: JWO
Drawn By: DRT
Checked By: JWB
Date: FEB/2017
Dwg File: BSWAYS-10

2/25/2019
PROJECT NUMBER 16-1232
SHEET NUMBER 5 OF 22

POWER-YOUNGQUIST, P.A., INC.
Consulting Engineers & Land Surveyors
227 E. Dennis Avenue
Olathe, Kansas 66061
Phone: (913)-782-0541
Fax: (913)-782-0109
Email: py@pyengineers.com

CITY OF BLUE SPRINGS, MISSOURI

WATER MAIN RELOCATION ON SW OUTER ROAD
HIGHWAY 7 TO 1.5 MILES WEST

LINE A
STA. 5+00 TO STA. 10+00

EXHIBIT 6

Title of Document: Temporary Construction Easement

Date of Document: 2/17/23, 2022

Grantor: 2410, LLC

Grantee: Blue Springs, Missouri

Mailing Address (Grantee): 903 West Main Street, Blue Springs, Missouri 64015

Legal description:

All of the Northerly Fifty feet (50') of the Westerly Forty feet (40') of the following described tract.

All that part of the Southwest Quarter of Section 25, Township 49, Range 31, Blue Springs, Jackson County, Missouri, described as follows: Commencing at a point on the North line of said Southwest Quarter, said point being 443.71 feet East of the Northwest corner thereof; thence South 00 degrees 26 minutes 00 seconds East a distance of 25.10 feet to the True Point of Beginning, said point being on the South right of way line of R. D. Mize Road as now established; thence North 89 degrees 09 minutes 40 seconds East, along said South right of way line, a distance of 284.82 feet; thence South 00 degrees 26 minutes 00 seconds East a distance of 306.89 feet to a point on the North line of KINGSRIDGE, a subdivision of land in said City, County and State; thence South 89 degrees 34 minutes 00 seconds West, along the North line of said KINGSRIDGE, a distance of 284.81 feet; thence North 00 degrees 26 minutes 00 seconds West a distance of 304.88 feet to the True Point of Beginning, Except that part in road. Containing 2,000 square feet.

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made this 17th day of Feb 2023 by and between, 2410, LLC, having an address of 2410 NW South Outer Road, Blue Springs, MO 64015, owner of the property herein described, hereinafter known as the Grantor and party of the first part, and Blue Springs, Missouri, a political subdivision of the state of Missouri, hereinafter known as the Grantee and party of the second part.

GRANTEE'S ADDRESS: 903 West Main Street, Blue Springs, Missouri 64015

WITNESSETH: Grantor, in consideration of the sum of ONE AND NO/100 DOLLARS AND OTHER VALUABLE CONSIDERATION ($1.00 & O.V.C.), to be paid by the City of Blue Springs, the receipt of which is hereby acknowledged, do by these presents convey, remise, release and quitclaim unto said party of the second part, the following described temporary construction easement in real estate in the County of Jackson, State of Missouri, to wit:

Temporary Construction Easement:

See attached Exhibits A and B

Grantor agrees not to obstruct or interfere with Grantee's use and enjoyment of the easement area granted hereunder by any means, including, without limitation, obstructing or interfering with the operation, maintenance or access to the street, roadway, thoroughfare, storm sewers, underground pipe, manholes, catch basins, concrete drainage ways, open water ways, and all necessary appurtenances thereto, by erecting, or causing or allowing to be erected, any building or structure on said easement.

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its successors and assigns; the said parties of the first part hereby covenant that it is lawfully seized of an indefeasible estate in fee in the premises from which temporary easement is herein conveyed and that it has good right to convey the same.

Said right of entrance, occupation, construction, improvement and use of this easement area shall continue during construction and for six (6) months after completion and acceptance of the project but in no event shall this grant exceed a period of two (2) years from the start of construction.

IN WITNESS WHEREOF, the said Grantor executed the above the day and year first above written.

By: _____
Jon Derrick Hover, Member
GRANTEE: City of Blue Springs, Missouri

By: _____
Christine Cates, City Administrator
Acceptance and authorization of this Easement is established and in accordance with Ordinance No. ____

ACKNOWLEDGMENT BY CORPORATION

STATE OF MISSOURI)
)SS
COUNTY OF JACKSON)

On this 17th day of Feb 2023, appeared Mr. Jon Derrick Hover, Member personally known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public

JESSICA LYNN FAIRCHILD
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 12545796
My Commission Expires Apr 28, 2024

My Commission Expires: 04/28/24

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this ____ day of _____ , 2022, before me personally appeared Christine Cates, to me personally known, who, being by me duly sworn, did say that she is the City Administrator of the City of Blue Springs, Missouri, and that said instrument was signed by Christine Cates on behalf of said City pursuant to due authority vested in such person; and said individual acknowledged said instrument to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Notary Public in and for said State
Commission Expires:

Exhibit A

Legal Description of Temporary Construction Easement

All of the Northerly Fifty feet (50') of the Westerly Forty feet (40') of the following described tract.

All that part of the Southwest Quarter of Section 25, Township 49, Range 31, Blue Springs, Jackson County, Missouri, described as follows: Commencing at a point on the North line of said Southwest Quarter, said point being 443.71 feet East of the Northwest corner thereof; thence South 00 degrees 26 minutes 00 seconds East a distance of 25.10 feet to the True Point of Beginning, said point being on the South right of way line of R. D. Mize Road as now established; thence North 89 degrees 09 minutes 40 seconds East, along said South right of way line, a distance of 284.82 feet; thence South 00 degrees 26 minutes 00 seconds East a distance of 306.89 feet to a point on the North line of KINGSRIDGE, a subdivision of land in said City, County and State; thence South 89 degrees 34 minutes 00 seconds West, along the North line of said KINGSRIDGE, a distance of 284.81 feet; thence North 00 degrees 26 minutes 00 seconds West a distance of 304.88 feet to the True Point of Beginning, Except that part in road. Containing 2,000 square feet.

Exhibit B
Map of Temporary Construction Easement

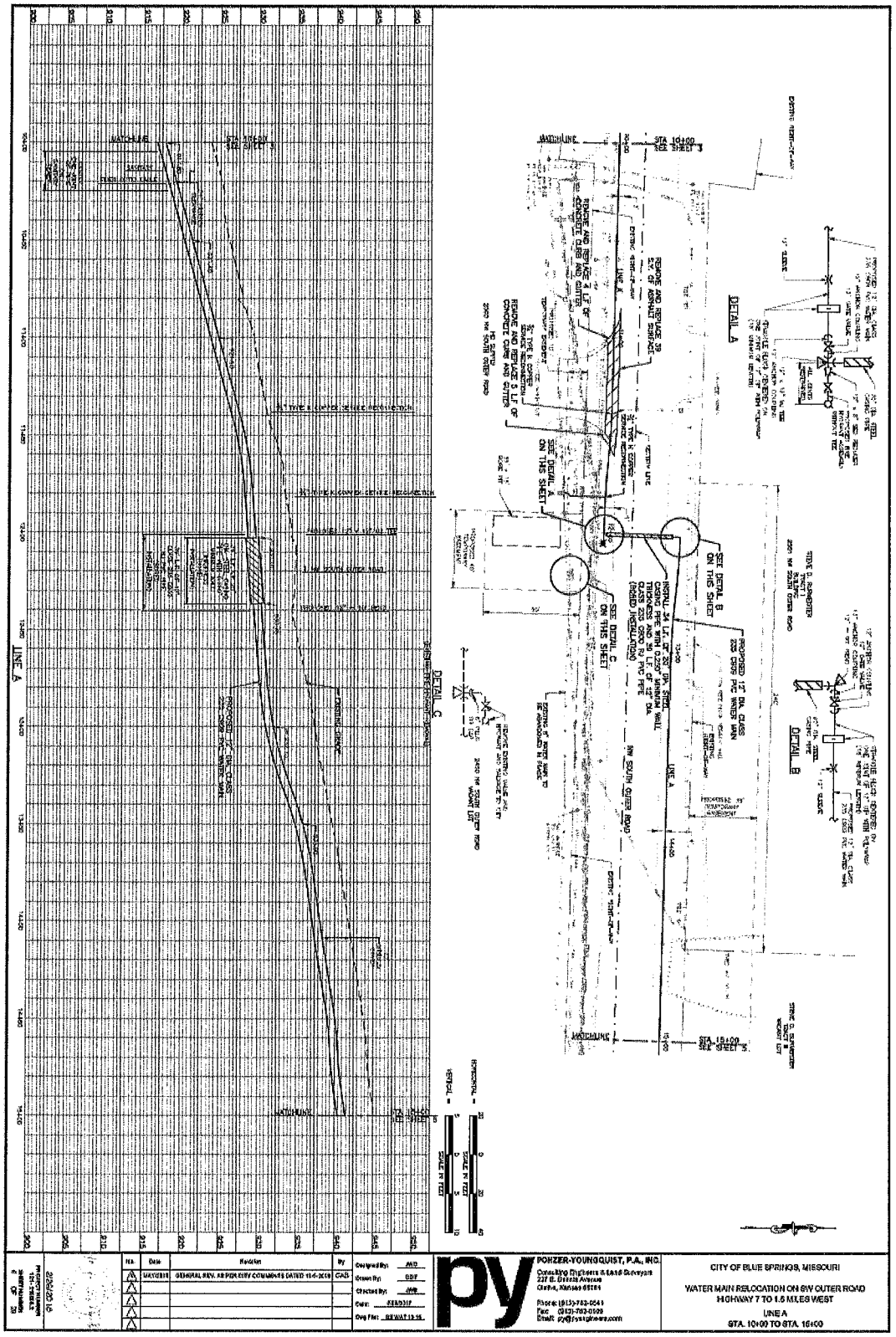


EXHIBIT 7

Title of Document: Temporary Construction Easement

Date of Document: February 23, 2023

Grantor: AUM SAI, LLC

Grantee: Blue Springs, Missouri

Mailing Address (Grantee): 903 West Main Street, Blue Springs, Missouri 64015

Legal description:

All of the Southwesterly Thirty feet (30') abutting the Northeasterly right of way of NW South Outer Road of the following described tract. Containing 6.071 square feet.

Lot 3, IBEX CENTRE 2ND PLAT-LOT 3, a subdivision in Blue Springs, Jackson County, Missouri.

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made this 23 day of February 2023 by and between, AUM SAI, LLC, having an address of 8601 Candlelight Lane, Lenexa, KS, owner of the property herein described, hereinafter known as the Grantor and party of the first part, and Blue Springs, Missouri, a political subdivision of the state of Missouri, hereinafter known as the Grantee and party of the second part.

GRANTEE'S ADDRESS: 903 West Main Street, Blue Springs, Missouri 64015

WITNESSETH: Grantor, in consideration of the sum of ONE AND NO/100 DOLLARS AND OTHER VALUABLE CONSIDERATION ($1.00 & O.V.C.), to be paid by the City of Blue Springs, the receipt of which is hereby acknowledged, do by these presents convey, remise, release and quitclaim unto said party of the second part, the following described temporary construction easement in real estate in the County of Jackson, State of Missouri, to wit:

Temporary Construction Easement:

See attached Exhibits A and B

Grantor agrees not to obstruct or interfere with Grantee's use and enjoyment of the easement area granted hereunder by any means, including, without limitation, obstructing or interfering with the operation, maintenance or access to the street, roadway, thoroughfare, storm sewers, underground pipe, manholes, catch basins, concrete drainage ways, open water ways, and all necessary appurtenances thereto, by erecting, or causing or allowing to be erected, any building or structure on said easement.

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its successors and assigns; the said parties of the first part hereby covenant that it is lawfully seized of an indefeasible estate in fee in the premises from which temporary easement is herein conveyed and that it has good right to convey the same.

Said right of entrance, occupation, construction, improvement and use of this easement area shall continue during construction and for six (6) months after completion and acceptance of the project but in no event shall this grant exceed a period of two (2) years from the start of construction.

IN WITNESS WHEREOF, the said Grantor executed the above the day and year first above written.

By: Reshma Patel
Mrs. Reshma Patel, Owner

GRANTEE: City of Blue Springs, Missouri

By: _____
Christine Cates, City Administrator
Acceptance and authorization of this Easement is established and in accordance with Ordinance No. ____

Signed PBA on 2/20/23.

ACKNOWLEDGMENT BY CORPORATION

STATE OF MISSOURI)
)SS
COUNTY OF JACKSON)

To Notarize

On this 23 day of February 2023, appeared Mrs. Reshma Patel, Owner, personally known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public

BRITNEY CINDRICH
Notary Public-Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires 11/1/2026
Commission # 22556985

My Commission Expires: 11·1·2026

ACKNOWLEDGMENT

Leave Blank

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this _____ day of _____, 2023, before me personally appeared Christine Cates, to me personally known, who, being by me duly sworn, did say that she is the City Administrator of the City of Blue Springs, Missouri, and that said instrument was signed by Christine Cates on behalf of said City pursuant to due authority vested in such person; and said individual acknowledged said instrument to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Notary Public in and for said State
Commission Expires:

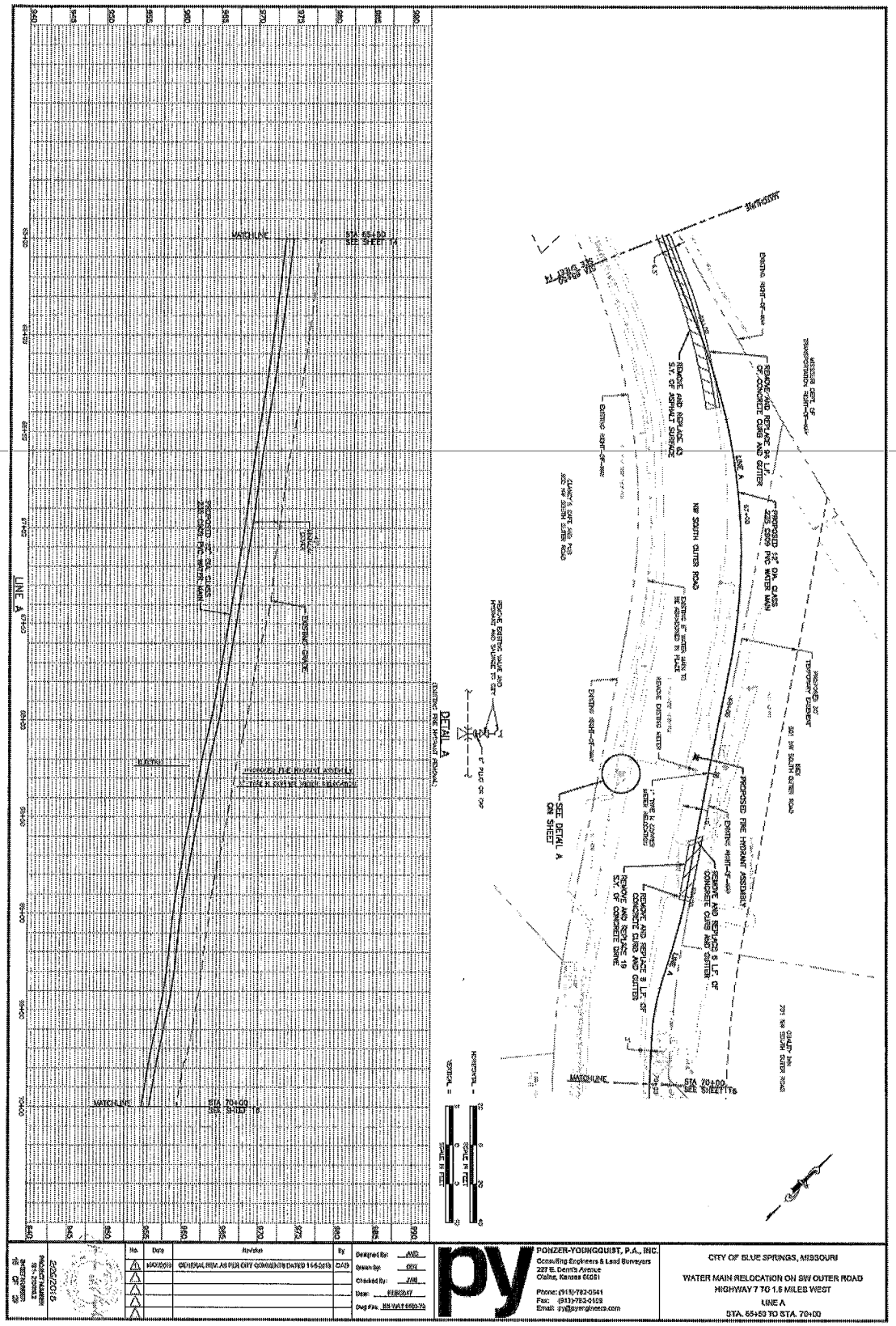
Exhibit A

Legal Description of Temporary Construction Easement

All of the Southwesterly Thirty feet (30') abutting the Northeasterly right of way of NW South Outer Road of the following described tract. Containing 6.071 square feet.

Lot 3, IBEX CENTRE 2ND PLAT-LOT 3, a subdivision in Blue Springs, Jackson County, Missouri.

Exhibit B
Map of Temporary Construction Easement



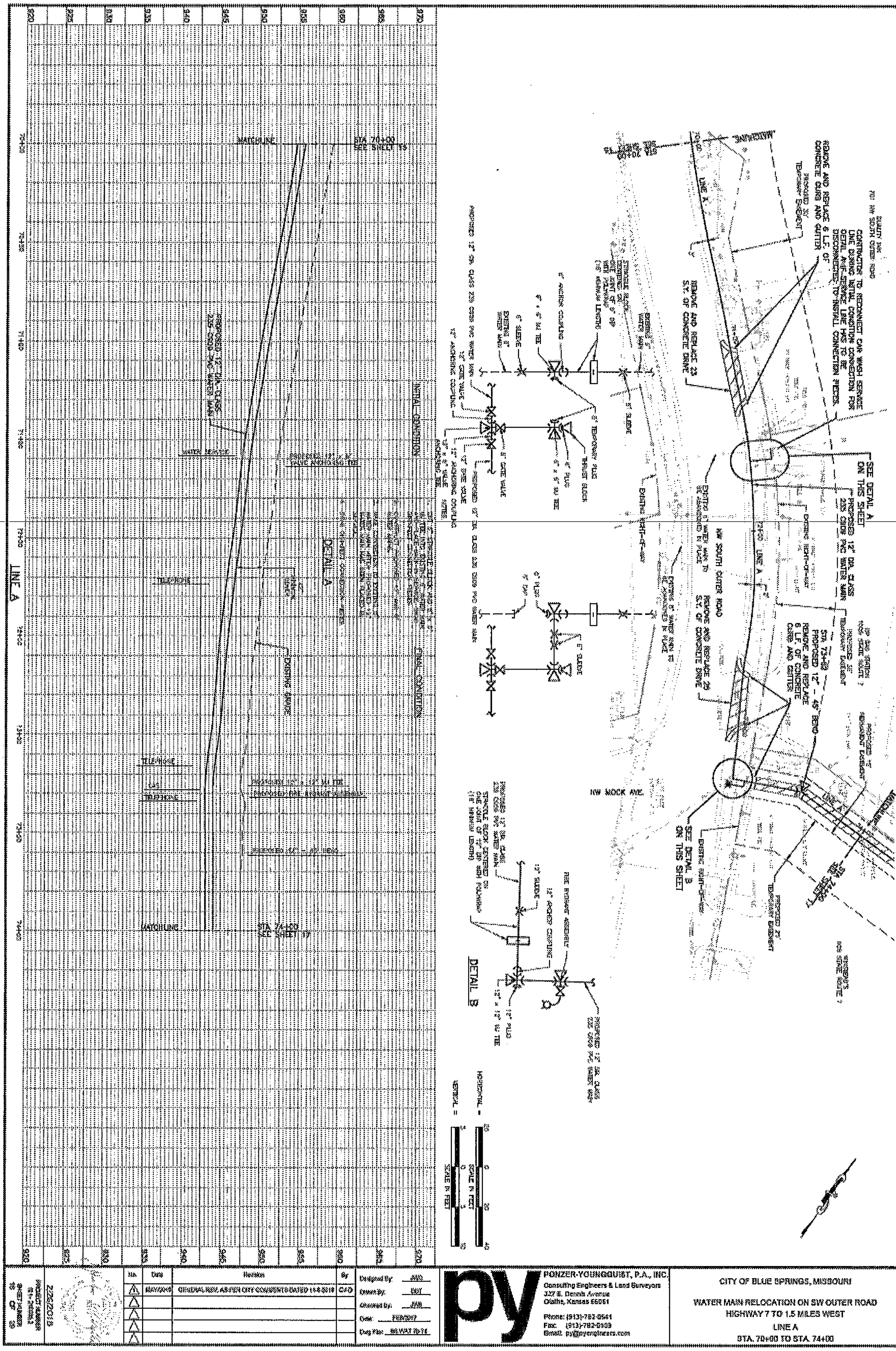

CITY OF BLUE SPRINGS, MISSOURI
WATER MAIN RELOCATION ON SW OUTER ROAD
HIGHWAY 7 TO 1.5 MILES WEST
LINE A
STA. 70+00 TO STA. 74+00
PONZER-YOUNGQUIST, P.A., INC.
Consulting Engineers & Land Surveyors
327 E. Dennis Avenue
Olathe, Kansas 66061
Phone: (913)-782-0541
Fax: (913)-782-0303
Email: py@pyengineers.com
py
LINE A
DETAIL A
DETAIL B
INITIAL CONDITION
FINAL CONDITION
NW SOUTH OUTER ROAD
NW MOCK AVE.
SEE DETAIL A ON THIS SHEET
SEE DETAIL B ON THIS SHEET
MATCHLINE
STA. 70+00 SEE SHEET 15
STA. 74+00 SEE SHEET 17

EXHIBIT 9

Title of Document: Temporary Construction Easement

Date of Document: JAN 16, 2025

Grantor(s): Bella Casa Investments, LLC

Grantee: Blue Springs, Missouri

Mailing Address (Grantee): 903 West Main Street, Blue Springs, Missouri 64015

Legal description:

All of the Northerly Forty feet (40') of the Easterly Forty-five feet (45') of the following described tract. Containing 1,811 square feet.

All that part of Lot 3, RESUBDIVISION OF LOTS 2 & 3 OF SUBDIVISION OF LOT 2, BLUE SPRINGS BUSINESS PARK, and all that part of Lot 4, SUBDIVISION OF LOT 2 - BLUE SPRINGS BUSINESS PARK, subdivisions located in the North Half of the Northeast Quarter of the Southeast Quarter of Section 25, Township 49, Range 31 in Blue Springs, Jackson County, Missouri, more particularly described as follows:
Beginning at a 5/8 inch bar and cap at the Northwest corner of said Lot 4; thence South 82 degrees 57 minutes 26 seconds East along the North line of said Lots 3 and 4, 210.00 feet to a 1/2 inch bar and cap; thence South 00 degrees 24 minutes 40 seconds West, 341.40 feet to a point on the South line of said Lot 3 and a 1/2 inch bar and cap; thence South 89 degrees 48 minutes 10 seconds West along the South lines of said Lots 3 and 4, 251.44 feet to a 3/8 inch bar at the Southwest corner of said Lot 4; thence North 07 degrees 02 minutes 34 seconds East along the West line of said Lot 4, 370.81 feet to the Point of Beginning, designated as Lot 4 under Certificate of Survey recorded July 17, 1995 as Document No. I1356081.

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made this 16 day of JAN 2024 by and between, Bella Casa Investments, LLC, having an address of 17802 East Union School Road, Independence, MO 64058, owner of the property herein described, hereinafter known as the Grantor and party of the first part, and Blue Springs, Missouri, a political subdivision of the state of Missouri, hereinafter known as the Grantee and party of the second part.

GRANTEE'S ADDRESS: 903 West Main Street, Blue Springs, Missouri 64015

WITNESSETH: Grantor, in consideration of the sum of ONE AND NO/100 DOLLARS AND OTHER VALUABLE CONSIDERATION ($1.00 & O.V.C.), to be paid by the City of Blue Springs, the receipt of which is hereby acknowledged, do by these presents convey, remise, release and quitclaim unto said party of the second part, the following described temporary construction easement in real estate in the County of Jackson, State of Missouri, to wit:

Temporary Construction Easement:

See attached Exhibits A and B

Grantor agrees not to obstruct or interfere with Grantee's use and enjoyment of the easement area granted hereunder by any means, including, without limitation, obstructing or interfering with the operation, maintenance or access to the street, roadway, thoroughfare, storm sewers, underground pipe, manholes, catch basins, concrete drainage ways, open water ways, and all necessary appurtenances thereto, by erecting, or causing or allowing to be erected, any building or structure on said easement.

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its successors and assigns; the said parties of the first part hereby covenant that it is lawfully seized of an indefeasible estate in fee in the premises from which temporary easement is herein conveyed and that it has good right to convey the same.

Said right of entrance, occupation, construction, improvement and use of this easement area shall continue during construction and for six (6) months after completion and acceptance of the project but in no event shall this grant exceed a period of two (2) years from the start of construction.

IN WITNESS WHEREOF, the said Grantor executed the above the day and year first above written.

By: _____
Joshua Mygatt, Member
GRANTEE: City of Blue Springs, Missouri

By: _____
Christine Cates, City Administrator
Acceptance and authorization of this Easement is established and in accordance with Ordinance No. ____

ACKNOWLEDGMENT BY [CORPORATION, INDIVIDUAL, INDIVIDUALS]

STATE OF MISSOURI)
)SS
COUNTY OF JACKSON)

On this 16 day of January 2024, appeared Joshua Mygatt, Member, personally known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public

TRISTAN BLACKSHER
Notary Public-Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires Sept. 14, 2027
Commission # 23942611

My Commission Expires: SEPT 14th 2027

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this __ day of _____ , 2023, before me personally appeared Christine Cates, to me personally known, who, being by me duly sworn, did say that she is the City Administrator of the City of Blue Springs, Missouri, and that said instrument was signed by Christine Cates on behalf of said City pursuant to due authority vested in such person; and said individual acknowledged said instrument to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Notary Public in and for said State
Commission Expires:

Exhibit A

Legal Description of Temporary Construction Easement

All of the Northerly Forty feet (40') of the Easterly Forty-five feet (45') of the following described tract. Containing 1,811 square feet.

All that part of Lot 3, RESUBDIVISION OF LOTS 2 & 3 OF SUBDIVISION OF LOT 2, BLUE SPRINGS BUSINESS PARK, and all that part of Lot 4, SUBDIVISION OF LOT 2 - BLUE SPRINGS BUSINESS PARK, subdivisions located in the North Half of the Northeast Quarter of the Southeast Quarter of Section 25, Township 49, Range 31 in Blue Springs, Jackson County, Missouri, more particularly described as follows:
Beginning at a 5/8 inch bar and cap at the Northwest corner of said Lot 4; thence South 82 degrees 57 minutes 26 seconds East along the North line of said Lots 3 and 4, 210.00 feet to a 1/2 inch bar and cap; thence South 00 degrees 24 minutes 40 seconds West, 341.40 feet to a point on the South line of said Lot 3 and a 1/2 inch bar and cap; thence South 89 degrees 48 minutes 10 seconds West along the South lines of said Lots 3 and 4, 251.44 feet to a 3/8 inch bar at the Southwest corner of said Lot 4; thence North 07 degrees 02 minutes 34 seconds East along the West line of said Lot 4, 370.81 feet to the Point of Beginning, designated as Lot 4 under Certificate of Survey recorded July 17, 1995 as Document No. I1356081.

Exhibit B
Map of Temporary Construction Easement

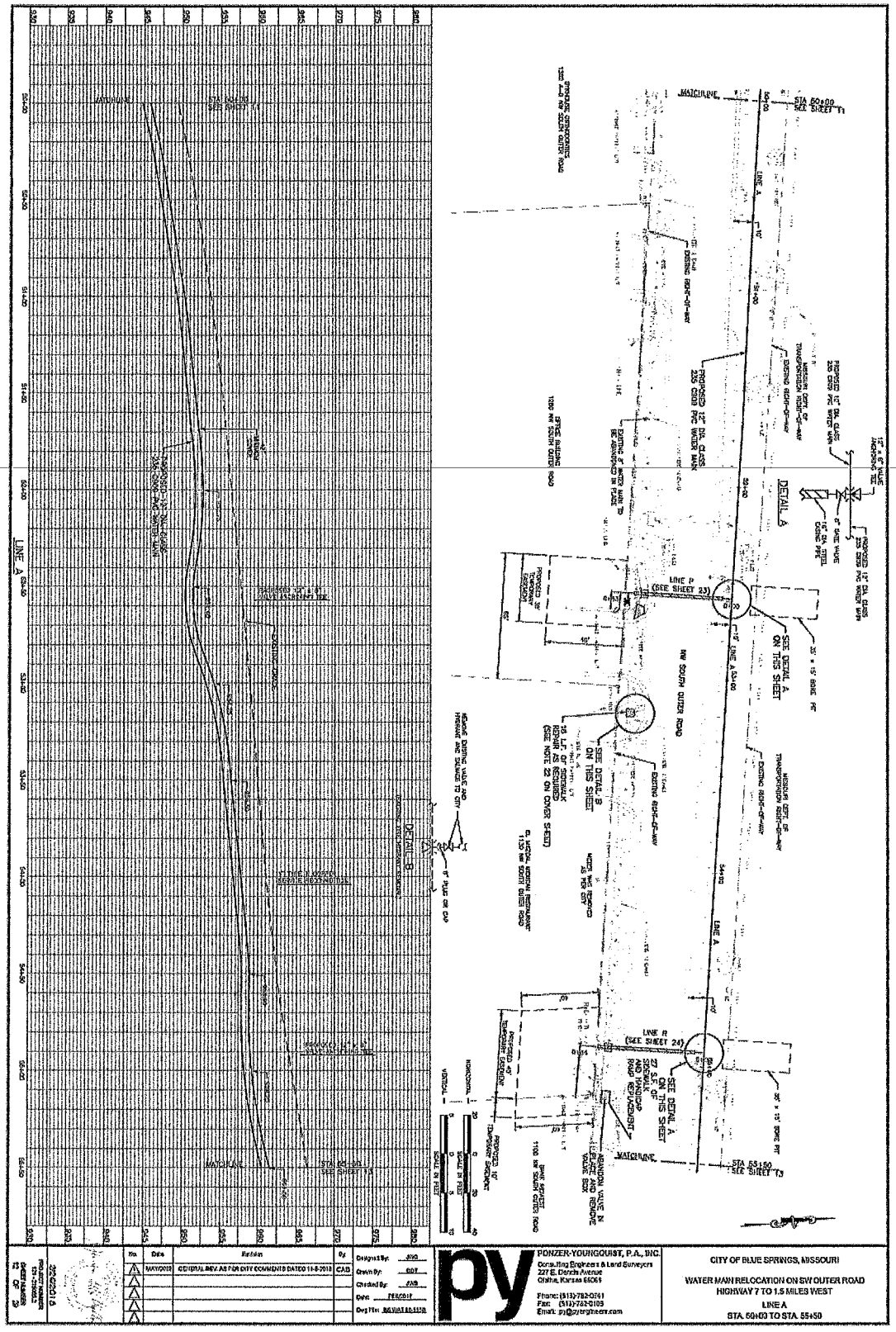


EXHIBIT 10

Title of Document: Temporary Construction Easement

Date of Document: 7-7-, 2022

Grantor: BFRE, LLC

Grantee: Blue Springs, Missouri

Mailing Address (Grantee): 903 West Main Street, Blue Springs, Missouri 64015

Legal description:

All of the Southerly Twenty-five feet (25') of the Northerly Fifty feet (50') of Lot 1, Triangle Outer Road, a subdivision in Blue Springs, Jackson County, Missouri. Containing 11,644 square feet.

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made this 7 day of July 2022 by and between, BFRE, LLC, having an address of 3200 NW South Outer Road, Blue Springs, MO 64015, owner of the property herein described, hereinafter known as the Grantor and party of the first part, and Blue Springs, Missouri, a political subdivision of the state of Missouri, hereinafter known as the Grantee and party of the second part.

GRANTEE'S ADDRESS: 903 West Main Street, Blue Springs, Missouri 64015

WITNESSETH: Grantor, in consideration of the sum of ONE AND NO/100 DOLLARS AND OTHER VALUABLE CONSIDERATION ($1.00 & O.V.C.), to be paid by the City of Blue Springs, the receipt of which is hereby acknowledged, do by these presents convey, remise, release and quitclaim unto said party of the second part, the following described temporary construction easement in real estate in the County of Jackson, State of Missouri, to wit:

Temporary Construction Easement:

See attached Exhibits A and B

Grantor agrees not to obstruct or interfere with Grantee's use and enjoyment of the easement area granted hereunder by any means, including, without limitation, obstructing or interfering with the operation, maintenance or access to the street, roadway, thoroughfare, storm sewers, underground pipe, manholes, catch basins, concrete drainage ways, open water ways, and all necessary appurtenances thereto, by erecting, or causing or allowing to be erected, any building or structure on said easement.

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its successors and assigns; the said parties of the first part hereby covenant that it is lawfully seized of an indefeasible estate in fee in the premises from which temporary easement is herein conveyed and that it has good right to convey the same.

Said right of entrance, occupation, construction, improvement and use of this easement area shall continue during construction and for six (6) months after completion and acceptance of the project but in no event shall this grant exceed a period of two (2) years from the start of construction.

IN WITNESS WHEREOF, the said Grantor(s) executed the above the day and year first above written.

By: _____
Mr. Robert Balderston, Member
GRANTEE: City of Blue Springs, Missouri

By _____
Christine Cates, City Administrator
Acceptance and authorization of this Easement is established and in accordance with Ordinance No. ____

ACKNOWLEDGMENT BY CORPORATION

STATE OF MISSOURI)
)SS
COUNTY OF JACKSON)

On this 7th day of July 2022, appeared Mr. Robert Balderston, Member, personally ~~known~~ to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Mary S. Peterie
Notary Public

My Commission Expires: 12-16-2023

MARY S. PETERIE
Notary Public - Notary Seal
State of Missouri
Commissioned for Cass County
My Commission Expires: December 16, 2023
Commission Number: 11498755

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this _____ day of _____, 2022, before me personally appeared Christine Cates, to me personally known, who, being by me duly sworn, did say that she is the City Administrator of the City of Blue Springs, Missouri, and that said instrument was signed by Christine Cates on behalf of said City pursuant to due authority vested in such person; and said individual acknowledged said instrument to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

_____
Notary Public in and for said State
Commission Expires:

Exhibit A

Legal Description of Temporary Construction Easement

All of the Southerly Twenty-five feet (25') of the Northerly Fifty feet (50') of Lot 1, Triangle Outer Road, a subdivision in Blue Springs, Jackson County, Missouri. Containing 11,644 square feet.

Exhibit B
Map of Temporary Construction Easement

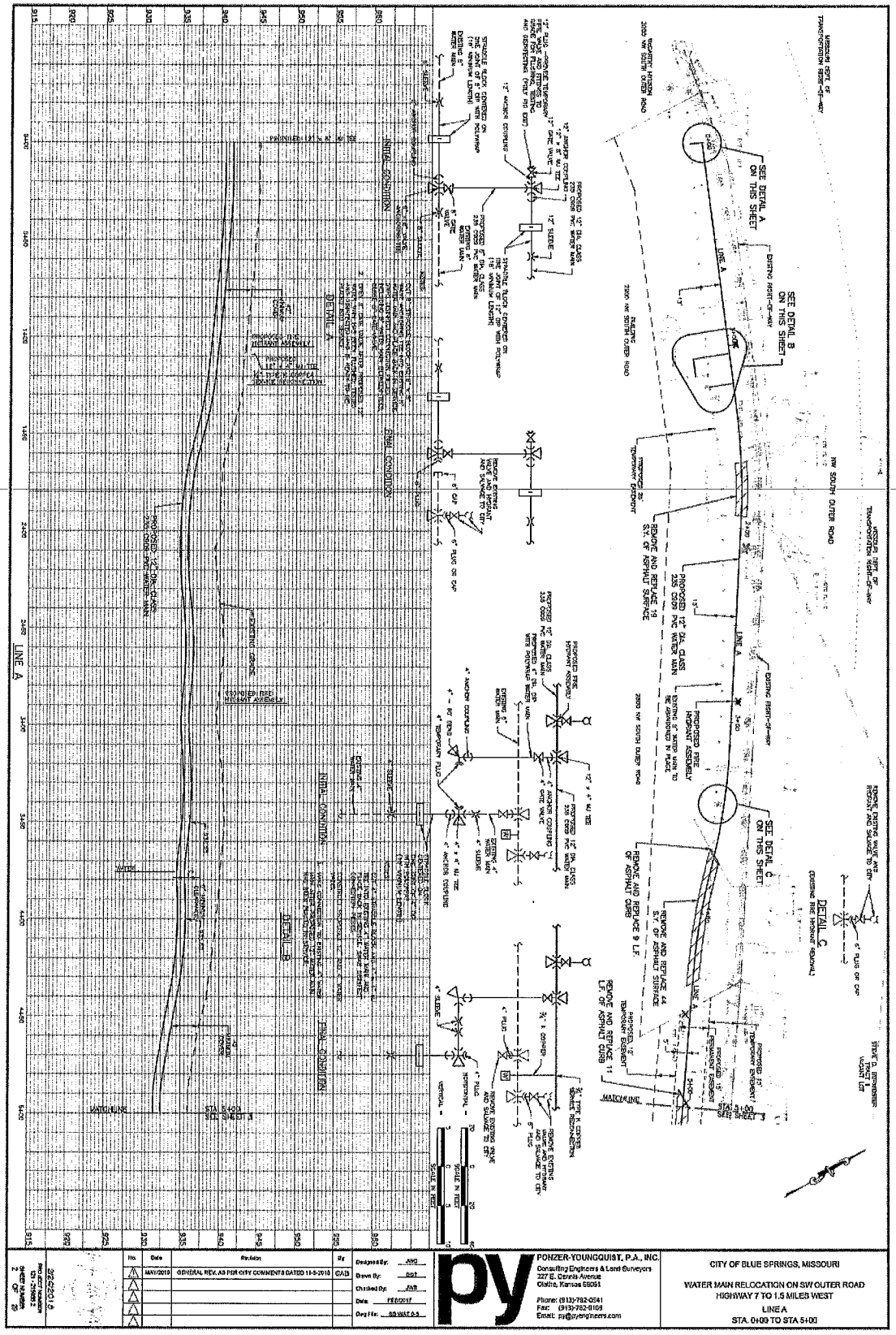


EXHIBIT 11

Title of Document: Temporary Construction Easement

Date of Document: May 27th, 2022

Grantor(s): IBEX Climbing Gym, LLC

Grantee: Blue Springs, Missouri

Mailing Address (Grantee): 903 West Main Street, Blue Springs, Missouri 64015

Legal description:

All of the Southwesterly Thirty feet (30') abutting the Northeasterly right of way of NW South Outer Road of the following described tract. Containing 7,088 square feet.

Lot 2, IBEX CENTRE, a subdivision in Blue Springs, Jackson County, Missouri.

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made this 27 day of May 2022 by and between, IBEX Climbing Gym, LLC, having an address of 801 NW South Outer Road, Blue Springs, MO 64015, owner of the property herein described, hereinafter known as the Grantor and party of the first part, and Blue Springs, Missouri, a political subdivision of the state of Missouri, hereinafter known as the Grantee and party of the second part.

GRANTEE'S ADDRESS: 903 West Main Street, Blue Springs, Missouri 64015

WITNESSETH: Grantor(s), in consideration of the sum of ONE AND NO/100 DOLLARS AND OTHER VALUABLE CONSIDERATION ($1.00 & O.V.C.), to be paid by the City of Blue Springs, the receipt of which is hereby acknowledged, do by these presents convey, remise, release and quitclaim unto said party of the second part, the following described temporary construction easement in real estate in the County of Jackson, State of Missouri, to wit:

Temporary Construction Easement:

See attached Exhibits A and B

Grantor agrees not to obstruct or interfere with Grantee's use and enjoyment of the easement area granted hereunder by any means, including, without limitation, obstructing or interfering with the operation, maintenance or access to the street, roadway, thoroughfare, storm sewers, underground pipe, manholes, catch basins, concrete drainage ways, open water ways, and all necessary appurtenances thereto, by erecting, or causing or allowing to be erected, any building or structure on said easement.

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its successors and assigns; the said parties of the first part hereby covenant that it is lawfully seized of an indefeasible estate in fee in the premises from which temporary easement is herein conveyed and that it has good right to convey the same.

Said right of entrance, occupation, construction, improvement and use of this easement area shall continue during construction and for six (6) months after completion and acceptance of the project but in no event shall this grant exceed a period of two (2) years from the start of construction.

IN WITNESS WHEREOF, the said Grantor executed the above the day and year first above written.

By: _____
Todd J. Jordan, Owner

GRANTEE: City of Blue Springs, Missouri

By: _____
Christine Cates, City Administrator
Acceptance and authorization of this Easement is established and in accordance with Ordinance No. ____

ACKNOWLEDGMENT BY CORPORATION

STATE OF MISSOURI)
)SS
COUNTY OF JACKSON)

On this 27 day of May 2022, appeared Mr. Todd J. Jordan, Owner, personally known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Mackenzie York
Notary Public

My Commission Expires: April 8th, 2025

MACKENZIE YORK
Notary Public-Notary Seal
STATE OF MISSOURI
Commissioned for Jackson County
My Commission Expires: April 8, 2025
ID. #21592840

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this __ day of _____ , 2022, before me personally appeared Christine Cates, to me personally known, who, being by me duly sworn, did say that she is the City Administrator of the City of Blue Springs, Missouri, and that said instrument was signed by Christine Cates on behalf of said City pursuant to due authority vested in such person; and said individual acknowledged said instrument to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

_____
Notary Public in and for said State
Commission Expires:

Exhibit A

Legal Description of Temporary Construction Easement

All of the Southwesterly Thirty feet (30') abutting the Northeasterly right of way of NW South Outer Road of the following described tract. Containing 7,088 square feet.

Lot 2, IBEX CENTRE, a subdivision in Blue Springs, Jackson County, Missouri.

Exhibit B
Map of Temporary Construction Easement

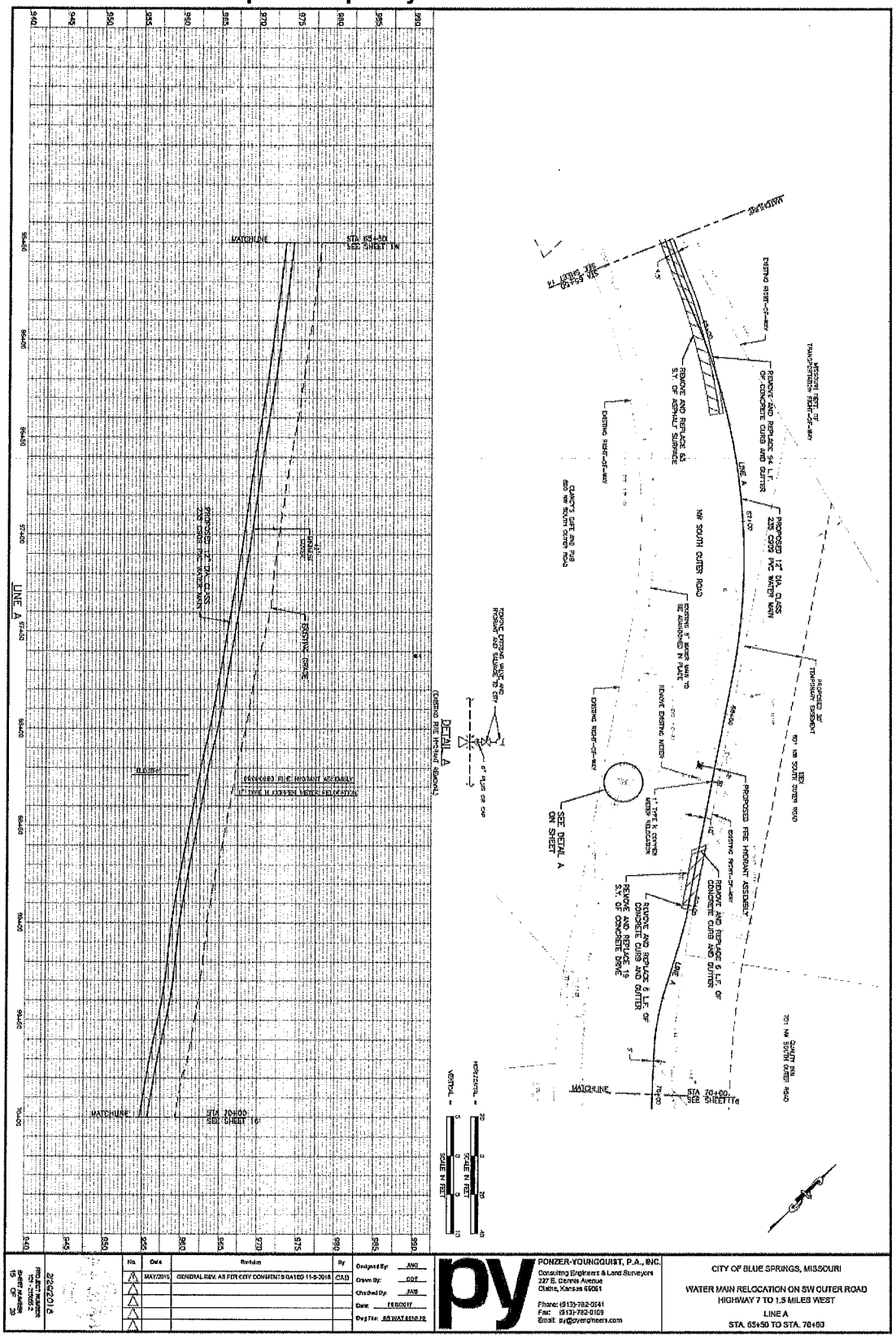


EXHIBIT 14

Title of Document: Temporary Construction Easement

Date of Document: March 16, 2023

Grantor: NBH Bank

Grantee: Blue Springs, Missouri

Mailing Address (Grantee): 903 West Main Street, Blue Springs, Missouri 64015

Legal description:

All of the Northerly Forty feet (40') of the Westerly Ten (10') and the Northerly Forty feet (40') of the Easterly Twenty-five feet (25') of the Westerly Seventy-five feet (75') of the following described tract. Containing 1,401 square feet.

All that part of Lot 3 of Resubdivision of Lots 2 and 3 of Subdivision of Lot 2, BLUE SPRINGS BUSINESS PARK, a subdivision located in the North one half of the Northeast Quarter of the Southeast Quarter of Section 25, Township 49, Range 31, in Blue Springs, Jackson County, Missouri, more particularly described as follows:
Beginning at a 1/2 inch Bar and Cap at the Northeast corner of said Lot 3; thence South 00 degrees 43 minutes 30 seconds West along the East line of said Lot 3, 317.48 feet to a 1/2 inch Bar and Cap at the Southeast corner of said Lot 3; thence South 89 degrees 48 minutes 10 seconds West along the South line of said Lot 3, 187.00 feet to a 1/2 inch Bar and Cap; thence North 00 degrees 24 minutes 40 seconds East, 341.40 feet to a point on the North line of said Lot 3 and a 1/2 inch Bar and Cap; thence South 82 degrees 57 minutes 26 seconds East along the North line of said Lot 3, 190.00 feet to the point of beginning.
ALSO KNOWN AS Lot 3, as shown in the "Re-Survey" filed July 17, 1995, as Document No. I-1356081, said "Re-survey" being a resurvey of Lot 3 of Re-Subdivision of Lots 2 and 3 of Subdivision of Lot 2, BLUE SPRINGS BUSINESS PARK, and of Lot 4 of Subdivision of Lot 2, BLUE SPRINGS BUSINESS PARK, Blue Springs, Jackson County, Missouri.

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made this 16th day of March 2023 by and between, NBH Bank, having an address of 2002 East Santa Fe, Olathe, Kansas 66062, owner of the property herein described, hereinafter known as the Grantor and party of the first part, and Blue Springs, Missouri, a political subdivision of the state of Missouri, hereinafter known as the Grantee and party of the second part.

GRANTEE'S ADDRESS: 903 West Main Street, Blue Springs, Missouri 64015

WITNESSETH: Grantor, in consideration of the sum of ONE AND NO/100 DOLLARS AND OTHER VALUABLE CONSIDERATION ($1.00 & O.V.C.), to be paid by the City of Blue Springs, the receipt of which is hereby acknowledged, do by these presents convey, remise, release and quitclaim unto said party of the second part, the following described temporary construction easement in real estate in the County of Jackson, State of Missouri, to wit:

Temporary Construction Easement:

See attached Exhibits A and B

Grantor agrees not to obstruct or interfere with Grantee's use and enjoyment of the easement area granted hereunder by any means, including, without limitation, obstructing or interfering with the operation, maintenance or access to the street, roadway, thoroughfare, storm sewers, underground pipe, manholes, catch basins, concrete drainage ways, open water ways, and all necessary appurtenances thereto, by erecting, or causing or allowing to be erected, any building or structure on said easement.

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its successors and assigns; the said parties of the first part hereby covenant that it is lawfully seized of an indefeasible estate in fee in the premises from which temporary easement is herein conveyed and that it has good right to convey the same.

Said right of entrance, occupation, construction, improvement and use of this easement area shall continue during construction and for six (6) months after completion and acceptance of the project but in no event shall this grant exceed a period of two (2) years from the start of construction.

IN WITNESS WHEREOF, the said Grantor executed the above the day and year first above written.

By: _____
Jeff Green
Director of Facilities and Security
GRANTEE: City of Blue Springs, Missouri

By: _____
Christine Cates, City Administrator
Acceptance and authorization of this Easement is established and in accordance with Ordinance No. ____

ACKNOWLEDGMENT BY CORPORATION

STATE OF KANSAS)
)SS
COUNTY OF JOHNSON)

On this 16 day of March 2023, appeared Jeff Green, Director of Facilities and Security, personally known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public

HASSAN KHAN
Notary Public - State of Kansas
My Appointment Expires 7/15/26

My Commission Expires: 7/15/26

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this _____ day of _____, 2023, before me personally appeared Christine Cates, to me personally known, who, being by me duly sworn, did say that she is the City Administrator of the City of Blue Springs, Missouri, and that said instrument was signed by Christine Cates on behalf of said City pursuant to due authority vested in such person; and said individual acknowledged said instrument to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Notary Public in and for said State
Commission Expires:

Exhibit A

Legal Description of Temporary Construction Easement

All of the Northerly Forty feet (40') of the Westerly Ten (10') and the Northerly Forty feet (40') of the Easterly Twenty-five feet (25') of the Westerly Seventy-five feet (75') of the following described tract. Containing 1,401 square feet.

All that part of Lot 3 of Resubdivision of Lots 2 and 3 of Subdivision of Lot 2, BLUE SPRINGS BUSINESS PARK, a subdivision located in the North one half of the Northeast Quarter of the Southeast Quarter of Section 25, Township 49, Range 31, in Blue Springs, Jackson County, Missouri, more particularly described as follows:
Beginning at a 1/2 inch Bar and Cap at the Northeast corner of said Lot 3; thence South 00 degrees 43 minutes 30 seconds West along the East line of said Lot 3, 317.48 feet to a 1/2 inch Bar and Cap at the Southeast corner of said Lot 3; thence South 89 degrees 48 minutes 10 seconds West along the South line of said Lot 3, 187.00 feet to a 1/2 inch Bar and Cap; thence North 00 degrees 24 minutes 40 seconds East, 341.40 feet to a point on the North line of said Lot 3 and a 1/2 inch Bar and Cap; thence South 82 degrees 57 minutes 26 seconds East along the North line of said Lot 3, 190.00 feet to the point of beginning.
ALSO KNOWN AS Lot 3, as shown in the "Re-Survey" filed July 17, 1995, as Document No. I-1356081, said "Re-survey" being a resurvey of Lot 3 of Re-Subdivision of Lots 2 and 3 of Subdivision of Lot 2, BLUE SPRINGS BUSINESS PARK, and of Lot 4 of Subdivision of Lot 2, BLUE SPRINGS BUSINESS PARK, Blue Springs, Jackson County, Missouri.

Exhibit B
Map of Temporary Construction Easement

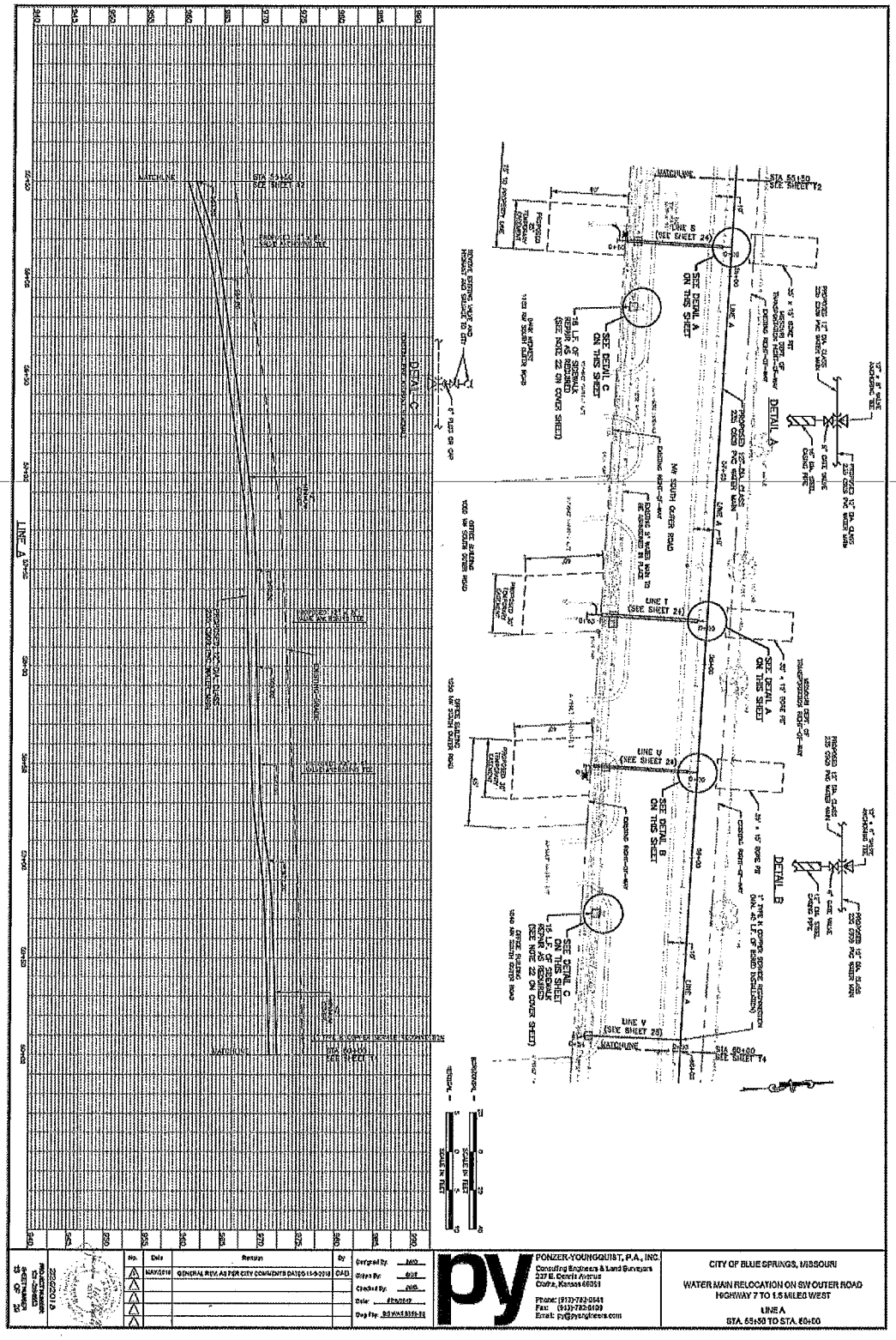


EXHIBIT 18

Title of Document: Temporary Construction Easement

Date of Document: May 17, , 2023

Grantor: SHUBH Hospitality, Inc.

Grantee: Blue Springs, Missouri

Mailing Address (Grantee): 903 West Main Street, Blue Springs, Missouri 64015

Legal description:

All of the Northerly Forty feet (40') of the Westerly Twenty feet (20') and the Northerly Forty feet (40') of the Easterly Forty feet (40') of the Westerly Ninety-five feet (95') of the following described tract. Containing 2,403 square feet.

Lot 2, WHITE CASTLE, LOTS 1-2, a subdivision in Blue Springs, Jackson County, Missouri.

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made this 17 day of May 2023 by and between, SHUBH Hospitality, Inc, having an address of 1371 East Galyn Street, Sturgis, Michigan, owner of the property herein described, hereinafter known as the Grantor and party of the first part, and Blue Springs, Missouri, a political subdivision of the state of Missouri, hereinafter known as the Grantee and party of the second part.

GRANTEE'S ADDRESS: 903 West Main Street, Blue Springs, Missouri 64015

WITNESSETH: Grantor(s), in consideration of the sum of ONE AND NO/100 DOLLARS AND OTHER VALUABLE CONSIDERATION ($1.00 & O.V.C.), to be paid by the City of Blue Springs, the receipt of which is hereby acknowledged, do by these presents convey, remise, release and quitclaim unto said party of the second part, the following described temporary construction easement in real estate in the County of Jackson, State of Missouri, to wit:

Temporary Construction Easement:

See attached Exhibits A and B

Grantor agrees not to obstruct or interfere with Grantee's use and enjoyment of the easement area granted hereunder by any means, including, without limitation, obstructing or interfering with the operation, maintenance or access to the street, roadway, thoroughfare, storm sewers, underground pipe, manholes, catch basins, concrete drainage ways, open water ways, and all necessary appurtenances thereto, by erecting, or causing or allowing to be erected, any building or structure on said easement.

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its successors and assigns; the said parties of the first part hereby covenant that it is lawfully seized of an indefeasible estate in fee in the premises from which temporary easement is herein conveyed and that it has good right to convey the same.

Said right of entrance, occupation, construction, improvement and use of this easement area shall continue during construction and for six (6) months after completion and acceptance of the project but in no event shall this grant exceed a period of two (2) years from the start of construction.

IN WITNESS WHEREOF, the said Grantor executed the above the day and year first above written.

By: _____
Mr. Ashish Patel, Member

GRANTEE: City of Blue Springs, Missouri

By: _____
Christine Cates, City Administrator
Acceptance and authorization of this Easement is established and in accordance with Ordinance No. ____

ACKNOWLEDGMENT BY CORPORATION

STATE OF MISSOURI)
)SS
COUNTY OF JACKSON)

SUSAN MARIE LUTHER
Notary Public-Notary Seal
STATE OF MISSOURI
Commissioned for Jackson County
My Commission Expires: April 4, 2027
ID. #23424869

On this 17th day of May 2023, appeared Mr. Ashish Patel, Member, personally known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public

My Commission Expires: April 4, 2027

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this __ day of _____ , 2023, before me personally appeared Christine Cates, to me personally known, who, being by me duly sworn, did say that she is the City Administrator of the City of Blue Springs, Missouri, and that said instrument was signed by Christine Cates on behalf of said City pursuant to due authority vested in such person; and said individual acknowledged said instrument to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

_____
Notary Public in and for said State
Commission Expires:

Exhibit A

Legal Description of Temporary Construction Easement

All of the Northerly Forty feet (40') of the Westerly Twenty feet (20') and the Northerly Forty feet (40') of the Easterly Forty feet (40') of the Westerly Ninety-five feet (95') of the following described tract. Containing 2,403 square feet.

Lot 2, WHITE CASTLE, LOTS 1-2, a subdivision in Blue Springs, Jackson County, Missouri.

Exhibit B
Map of Temporary Construction Easement

