CITY COUNCIL MEETING – AMENDED AGENDA
March 3, 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 February 3, 2025 City Council Meeting
   b. Resolution No. 12-2025 approving Disposition of Records
   c. Resolution No. 13-2025 approving Cochran Task Order #7 for Professional Engineering and Inspection Services for a new northbound right turn lane on Adams Dairy Parkway to eastbound Duncan Road

4. Public Hearing – Tax Increment Financing and Economic Development updates

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. 5292 approving an amendment to the Code of Ordinances relating to fireworks

7. Introduction and readings of Bill No. 5293 approving a contract with Jackson Lewis for legal counsel

8. Introduction and readings of Bill No. 5294 authorizing and directing the issuance, sale and delivery of general obligation bonds series 2025 for the City

9. Presentation – Griffin Riley Property Group proposal for City-owned property at Adams Dairy Parkway and R.D. Mize Road

10. Adopt Resolution No. 14-2025 designating the developer, authorizing City staff to enter into a Funding Agreement, and negotiate a Development Performance and Sale Agreement with Griffin Riley Property Group

11. Presentation – Blue Springs Parks and Recreation Awards

12. 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.**

13. Councilmember Comments

14. Mayoral Announcements

15. Adjourn

Miscellaneous Items

Park Commission Meeting – Tuesday, March 4, 6:00 PM
Planning Commission Meeting – Monday, March 10, 6:30 PM
Public Art Commission Meeting – Wednesday, March 12, 4:00 PM
Land Bank Meeting – Monday, March 17, 3:00 PM
City Council Meeting – Monday, March 17, 6:00 PM
Planning Commission Meeting – Monday, March 24, 6:30 PM
Public Safety Citizen Advisory Board Meeting – Tuesday, March 25, 6:00 PM
Park Commission Meeting – Tuesday, April 1, 6:00 PM
City Council Meeting – Monday, April 7, 6:00 PM

Information Only – Recently added reports on file in the City Clerk's Office:

Economic Development Council - Annual Report
Public Safety Citizens' Advisory Board – Annual Report

This Amended Agenda was posted at City Hall and on the City's website on Thursday, March 27, 2025.

Sheryl Morgan
Assistant to the City Administrator

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

FROM: Christine Cates
City Administrator

DATE: February 27, 2025

SUBJECT: Agenda Explanations

Item 3b – Disposition of Records
Adopt a Resolution to approve the disposition of Information Technology 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 – Task Order #7 - Northbound Right Turn Lane on Adams Dairy Parkway
Adopt a Resolution approving Task Order #7 to Contract No. 2024-166 with SC Engineering, LLC dba Cochran for Professional Engineering and Inspection Services for a new northbound right turn lane on Adams Dairy Parkway to eastbound Duncan Road (CIP ST-49) in the amount of $210,000. Refer to Council Information Form from City Administrator Christine Cates for more information.

Item 4 – TIF and Economic Development Update
Pursuant to Missouri Statutes, a public hearing will be held wherein Senior Director of Finance Karen Van Winkle will provide the Tax Increment Financing (TIF) and Economic Development Incentive update. Refer to Council Information Form from Finance Senior Director Karen Van Winkle for additional information.

Item 6 – Code Amendment related to Fireworks
Passage of a Bill approving an amendment to Sections 235.020.B and C of the City of Blue Springs Code of Ordinances related to Provisions For Storage, Licensing And Selling Of Fireworks to require proof of consent from the legal owner of the property for the fireworks stand location and to require applicants to notify the City in writing if the location of the fireworks stand changes after City Council approval. Refer to Council Information Form from City Development Senior Director Mike Mallon for additional information.

Item 7 – Contract with Jackson Lewis for Legal Counsel
Passage of a Bill authorizing a contract for legal services not to exceed $50,000 annually between the City of Blue Springs, Missouri, and Jackson Lewis P.C. to provide representation of the City in labor relations advice and counsel. Refer to Council Information Form from City Administrator Christine Cates for additional information.

Item 8 – 2025 General Obligation Bond Issuance, Sale and Delivery

Passage of a Bill approving the issuance of general obligation bonds for the benefit of the City of Blue Springs, Missouri to provide funding for street projects. Refer to Council Information Form from Finance Senior Director Karen Van Winkle for additional information.

Items 9 & 10 – Presentation from Griffin Riley Property Group and Resolution Designating Developer

Griffin Riley Property Group Vice President, Jake Loveless and Director of Acquisitions & Entitlements, Matt Tapp, will present a proposal for the redevelopment of 23 acres owned by the City on the southeast intersection of Adams Dairy Parkway and R.D. Mize Road. Upon completion of the presentation, a Resolution designating the developer, authorizing City staff to enter into a Funding Agreement, and negotiate a Development Performance and Sale Agreement with Griffin Riley Property Group is in order. Refer to Council Information Form from City Development Senior Director Mike Mallon for additional information.

CITY OF BLUE SPRINGS, MISSOURI
MINUTES OF COUNCIL MEETING
February 3, 2025

A meeting of the City Council of the City of Blue Springs, Missouri, was held on Monday, February 3, 2025, 6:00 p.m. in the Council Chambers of the Howard L. Brown Public Safety Building, 1100 SW Smith Street, Blue Springs, Missouri with Mayor Chris Lievsay presiding.

COUNCILMEMBERS IN ATTENDANCE

Jerry Kaylor
Katie Tholen
Nick Brummel
Galen Ericson
Kent Edmondson
Susan Culpepper

Also present were City Administrator Christine Cates, City Attorney Jennifer Baird, and City Clerk Erin Ford.

PLEDGE

Mayor Lievsay led in the pledge of allegiance.

CALL MEETING TO ORDER AND CONFIRMATION OF QUORUM

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

CONSENT AGENDA

Councilmember Edmondson moved to approve the Consent Agenda and the motion was seconded by Councilmember Ericson. Councilmember Kaylor requested to remove item 3e from the Consent Agenda before Council approval of the following items:

- Minutes of the January 21, 2025 City Council Meeting.
- **Liquor License for Buckets Bar & Grill, LLC** located at 1331 SW Westbound 40 Highway, Blue Springs, MO 64015 to sell intoxicating liquors by the drink for consumption on premises (weekdays only) and Sunday Sales.
- **Resolution No. 09-2025** approving the disposition of Information Technology and Finance department records which have met the required retention period as prescribed by the Blue Springs Records Retention, Management, and Destruction Policy dated November 28, 2016 and in accordance with the Missouri Secretary of State's records retention guidelines.
- **Resolution No. 10-2025** approving a contract in the amount of $76,792.00 with Nuco Pump Sales and Service, LLC for replacement of Adams Pointe Golf Club irrigation pump.
- **Resolution No. 11-2025** approving a two-year contract with Tyler Technologies, Inc. for the migration of Tyler's Enterprise Permitting and Licensing software on City servers to a Software As A Service (SaaS) Agreement for Tyler to host the software remotely in the cloud, implementation of SaaS, implementation of eReviews for the online management of development project, building permit, and business license applications, and Tyler Assist Complete services.

The Consent Agenda was approved with the following vote:

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

ITEM 3E – TYLER TECHNOLOGIES, INC.

Councilmember Kaylor requested Item 3e – Tyler Technologies Software Services be pulled from the Consent Agenda for separate vote to discuss citizen concerns regarding the contractor.

After Council discussion, Councilmember Kaylor moved to approve Item 3e – Tyler Technologies Software Services. Motion seconded by Councilmember Ericson and carried unanimously.

INTRODUCTION AND 1ST READING – BILL NO. 5290 – DUTCH BROS COFFEE FINAL PLAT (PF-06-24-9178)

Councilmember Kaylor introduced Bill No. 5290 rescinding Ordinance 5354 and approving the corrected Final Plat for Dutch Bros Coffee (PF-06-24-9178), located at 701 NW MO-7 Highway. City Clerk Erin Ford made the first reading of Bill No. 5290 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Culpepper moved to approve Bill No. 5290 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Tholen and carried unanimously.

2ND READING – BILL NO. 5290

Ms. Ford made the second reading of Bill No. 5290 by title. Councilmember Edmondson moved to adopt Bill No. 5290 upon its second reading and give it **ORDINANCE NO. 5395**, with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Ericson and carried with the following vote:

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

INTRODUCTION AND 1ST READING – BILL NO. 5291 – HOLD HARMLESS AGREEMENT WITH BLUE SPRINGS SCHOOL DISTRICT FOR YOUTH BASKETBALL

Councilmember Kaylor introduced Bill No. 5291 approving a hold harmless agreement with Blue Springs school district for gym use for youth basketball programming. City Clerk Erin Ford made the first reading of Bill No. 5291 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Culpepper moved to approve Bill No. 5291 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Tholen and carried unanimously.

2ND READING – BILL NO. 5291

Ms. Ford made the second reading of Bill No. 5291 by title. Councilmember Edmondson moved to adopt Bill No. 5291 upon its second reading and give it **ORDINANCE NO. 5396,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Ericson and carried with the following vote:

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

PRESENTATION – BUY BLUE SPRINGS

Blue Springs Chamber of Commerce President Lara Vermillion introduced the 2024-2025 Chamber LEADership Class and Trish Totta presented the Buy Blue Springs/Discover Blue Springs Task Force program updates.

COUNCIL COMMENTS

Councilmember Edmondson: Welcomed the Chamber LEADership Class and expressed gratitude for their attendance and involvement.

Councilmember Culpepper: Cheering on the Kansas City Chiefs in the Super Bowl.

MAYORAL ANNOUNCEMENTS

- Billboard with greetings from Mayor and Council is visible from Interstate 70.
- Presidents' Day is February 17 and City offices will be closed.
- February is Black History month. Negro League Baseball Museum in Kansas City provides free admission for the full month of February.
- Angleman's Syndrome Day is next week.

ADJOURNMENT

At 6:25 p.m., there was no further business to come before the Council, Councilmember Kaylor moved the meeting be adjourned. Motion seconded by Councilmember Ericson and carried unanimously.

CITY OF BLUE SPRINGS

ATTEST

_____
Chris Lievsay, Mayor

_____
Erin Ford, City Clerk

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: February 10, 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 Department to be disposed of by destruction or donation. Once the Certification of Destruction section of the disposition list has been signed, the disposition list will be filed and stored for permanent record to keep a history of all records the City destroys.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
Immediately	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with disposition list attached as Exhibit A.

REVIEWED BY:

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

Resolution No. 12-2025

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 3rd day of March 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.	
IT-ID892	2021-2023	Electric files and emails - full list attached	03/04/2025

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____. _____	

First Name	Last Name	Department	Exit Date	Director Initial
Debbie	Leone	Administration	6/7/2022	SLM
Dee Ann	Robertson	Administration	4/24/2023	SLM
Julia	Porter	Administration	5/10/2023	SLM
Risa	Clements	Administration	3/1/2023	SLM
Kelli	Taylor	Communication	5/25/2023	BDS
Miranda	Austerman	Communication	1/30/2023	BDS
Alex	Kunellis	Community Developmer	12/10/2021	mpm
Kristen	Crosslin	Community Developmer	4/7/2023	mpm
Logan	Day	Community Developmer	8/24/2023	mpm
Lori	Eckhoff	Community Developmer	7/26/2023	mpm
Miranda	Jackman	Community Developmer	10/31/2022	mpm
Sawyer	Kresse	Community Developmer	4/15/2022	mpm
Shana	Kelly	Community Developmer	3/3/2023	mpm
Shane	Hallowell	Community Developmer	7/7/2023	mpm
Shawn	Brokhausen	Community Developmer	7/31/2023	mpm
Tina	Dale	Community Developmer	4/7/2023	mpm
Bree	Fritsche	Finance	3/14/2023	KVW
Christi	Wickman	Finance	10/20/2023	KVW
Stephanie	Burks	Finance	10/6/2023	KVW
Rebecca	Jacobs	HR	10/12/2023	AW
Alexia	Rodgers	Human Resources	10/17/2022	AW
Ty	LuchtelGlende	Human Resources	7/22/2022	AW
Don	Lograsso	Law	ON HOLD	SLM
Abbie	Vie	Parks	4/22/2022	JS
Alec	Gathright	Parks	7/22/2022	JS
Allie	Eidson	Parks	11/30/2023	JS
Anita	Heard	Parks	12/2/2022	JS
Becky	Mitchell	Parks	8/12/2022	JS
Bryan	Richardson	Parks	2/4/2022	JS
Camay	Robison	Parks	7/7/2022	JS
Charlee	Huttinger	Parks	1/30/2023	JS
Christina	McGee	Parks	5/21/2023	JS
Cooper	Heishman	Parks	12/8/2023	JS
Delaney	Johnson	Parks	12/1/2023	JS
Desiree	Schlotterer	Parks	8/31/2023	JS
Diane	Hawkins	Parks	9/14/2022	JS
Donna	Bence	Parks	9/14/2022	JS
Ellen	Cram	Parks	1/20/2023	JS
Emily	Master	Parks	11/18/2021	JS
Gabriella	Rizzi	Parks	3/6/2023	JS
Griffin	Fellows	Parks	3/21/2023	JS
Hallie	Robinson	Parks	4/22/2022	JS
Heath	Hellhake	Parks	4/11/2022	JS
Holly	Orrick	Parks	11/14/2021	JS

Jada	Cooper	Parks	9/23/2022	JS
Jared	Fitzpatrick	Parks	4/13/2023	JS
Jeff	Ketchum	Parks	6/30/2023	JS
Jennifer	Babiuch	Parks	1/4/2023	JS
John	Honeycutt	Parks	6/5/2023	JS
John	Jackson	Parks	7/27/2023	JS
John	Ward	Parks	12/30/2022	JS
Jonathon	Meints	Parks	8/26/2022	JS
Josh	Klotz	Parks	5/10/2023	JS
Joshua	Thielbar	Parks	10/14/2023	JS
Kalei	Villegas	Parks	11/25/2023	JS
Kara	Chamberlin	Parks	6/26/2022	JS
Kaylee	McClintok	Parks	11/27/2023	JS
Kaylyn	Huff	Parks	6/30/2022	JS
Kendall	Schrader	Parks	11/27/2023	JS
Kerri	Anderson	Parks	5/3/2022	JS
Larenia	Jackson	Parks	4/30/2022	JS
Lawrence	Williamson	Parks	12/31/2021	JS
Mackenzie	Slaughter	Parks	8/10/2023	JS
Madison	Simbeck	Parks	1/12/2022	JS
Mariana	Hensley	Parks	8/15/2022	JS
Marlene	Schulte	Parks	7/6/2023	JS
Marty	Bears	Parks	12/31/2022	JS
Morgan	McElroy	Parks	9/9/2023	JS
Payton	Funk	Parks	8/10/2023	JS
Pegge	Strange	Parks	12/15/2023	JS
Rebecca	Fisher	Parks	7/12/2023	JS
Rhonda	Gonzalez	Parks	8/18/2023	JS
Rhonda	Pycior	Parks	3/24/2023	JS
Selena	Herrin	Parks	9/24/2023	JS
Sheryl	Roy	Parks	10/13/2022	JS
Alejandro	Cruz	Police	7/19/2023	RM
Alexander	Pacas	Police	4/3/2023	RM
Allen	Kintz	Police	10/15/2021	RM
Allison	Collins	Police	3/14/2022	RM
Amber	Westerman	Police	9/8/2023	RM
Anda	Offenbacker	Police	6/20/2022	RM
Angela	Gard	Police	8/29/2022	RM
Anthony	Corona	Police	3/1/2023	RM
Anthony	Frasier	Police	3/1/2023	RM
Brandon	Perry	Police	1/12/2023	RM
Braylen	Still	Police	8/1/2023	RM
Byant	Lavar	Police	1/11/2022	RM
Chad	Schluns	Police	4/20/2023	RM
Christopher	Madland	Police	2/26/2023	RM

Clayton	Hoffman	Police	8/4/2023	RM
Colby	Lalli	Police	12/16/2022	RM
Dan	Curby	Police	11/3/2021	RM
David	Ostendorf	Police	2/26/2022	RM
Denise	Amerine	Police	4/22/2022	RM
Eileen	Cooper	Police	12/22/2021	RM
Elizabeth	Nix	Police	8/19/2022	RM
Greg	Johnston	Police	3/1/2023	RM
Heather	Saak	Police	5/10/2023	RM
Jeff	Sargent	Police	4/5/2023	RM
Jenna	Jones	Police	3/22/2022	RM
Jeremy	Dickstein	Police	1/12/2022	RM
John	Kingsolver	Police	3/18/2022	RM
Josh	Jones	Police	10/13/2022	RM
Juan	Saucedo	Police	7/14/2022	RM
Judy	Hotmer	Police	3/3/2022	RM
Kaden	Tucker	Police	9/9/2022	RM
Kaiya	Aguilar	Police	12/13/2022	RM
Kelly	Caster	Police	9/17/2021	RM
Kevin	Lange	Police	11/20/2023	RM
Kole	Snelling	Police	2/14/2023	RM
Kristen	Bush	Police	9/9/2022	RM
Laurie	Boden	Police	10/13/2022	RM
Mackenzie	Smth	Police	10/31/2019	RM
Madison	Reynolds	Police	4/20/2022	RM
Mark	Grist	Police	5/6/2022	RM
Martin	Blahut	Police	4/6/2022	RM
Robert	Kreissler	Police	6/1/2023	RM
Melinda	McLaughlin	Police	3/31/2022	RM
Mia	Stephens	Police	12/18/2023	RM
Michael	Charlton	Police	8/30/2022	RM
Michelle	Carter	Police	3/12/2023	RM
Nick	Webber	Police	3/8/2022	RM
Nora	McDaniel	Police	8/1/2023	RM
Patrick	Beanland	Police	6/30/2023	RM
Phyllis	Hendrickson	Police	10/18/2021	RM
Rea	Myers	Police	12/30/2021	RM
Ron	Gondran	Police	3/18/2022	RM
Ross	Davis	Police	3/20/2023	RM
Samantha	Wilcutt	Police	11/21/2022	RM
Sarah	Krueger	Police	10/21/2022	RM
Sianna	Thompson	Police	10/1/2023	RM
Steve	Decker	Police	9/8/2022	RM
Tamrah	Starr	Police	3/13/2023	RM
Tara	Cogan	Police	7/11/2022	RM

Tiffiny	Wheeler	Police	4/28/2023	RM
William	Chasey	Police	6/21/2022	RM
Tacey	ChappellVick	PoliceFormer Prosecutor		RM
Brad	Clendenin	Public Works	6/10/2022	CC
Cedric	Griffin	Public Works	11/5/2021	CC
Chase	Holste	Public Works	3/9/2023	CC
Cory	Edge	Public Works	7/5/2022	CC
Don	Aten	Public Works	9/29/2023	CC
Donna	Caton	Public Works	6/14/2022	CC
Jacob	Bauman	Public Works	8/5/2022	CC
Jacob	Phillips	Public Works	9/23/2022	CC
James	Hankins	Public Works	12/10/2021	CC
Jeff	Aten	Public Works	6/24/2022	CC
Jeff	Biard	Public Works	5/9/2022	CC
Jeff	Mock	Public Works	10/14/2022	CC
Jeremy	Manning	Public Works	5/20/2022	CC
Jerry	Edgmon	Public Works	3/3/2023	CC
Kadin	Allen	Public Works	5/12/2022	CC
Kristopher	Parnell	Public Works	6/15/2023	CC
Lionel	Barron	Public Works	7/27/2022	CC
Meredith	Hauck	Public Works	01/31/2023	CC
Michael	Turner	Public Works	1/20/2023	CC
Mike	Hensley	Public Works	1/28/2022	CC
Nick	Zeigler	Public Works	9/11/2023	CC
Nick	Stockton	Public Works	12/12/2022	CC
Ray	Webster	Public Works	4/21/2023	CC
Riley	King	Public Works	7/28/2022	CC
Rodney	Jones	Public Works	4/1/2022	CC
Rotonda	Scott	Public Works	6/13/2023	CC
Ryan	Winner	Public Works	9/2/2022	CC
Terry	Moss	Public Works	8/31/2023	CC
Tim	Adams	Public Works	9/29/2023	CC
Tommy	Sander	Public Works	2/25/2022	CC
Travis	Wrisinger	Public Works	6/20/2023	CC
Tyler	Williamson	Public Works	9/30/2022	CC

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: February 3, 2025 **CONTRACT NO. 2024-166 Task Order #7**

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

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

ISSUE/REQUEST

Adopt a Resolution approving Task Order #7 to Contract No. 2024-166 with SC Engineering, LLC dba Cochran for Professional Engineering and Inspection Services for a new northbound right turn lane on Adams Dairy Parkway to eastbound Duncan Road (CIP ST-49) in the amount of $210,000.

BACKGROUND/JUSTIFICATION

In August 2024, the voters of Blue Springs, Missouri, approved a $40 million bond election for various street improvements throughout the City. The selected projects included improvements to Adams Dairy Parkway at Duncan Road. These improvements would include a new, northbound separate right-turn lane on Adams Dairy Parkway at Duncan Road (CIP ST-49) to allow separation of motorists turning right onto eastbound Duncan Road without waiting for motorists continuing northbound on Adams Dairy Parkway.

On October 21, 2024, City Council approved an On-Call Consulting Services Contract with SC Engineering, LLC dba Cochran (Cochran) for engineering consulting services. Staff met with Cochran to discuss the scope and review current documents related to the improvements at Adams Dairy Parkway and Duncan Road.

The attached Task Order for this project details the scope for the development of the design plans and bidding phase ($120,000), and construction oversight phase ($90,000) for the improvements at Adams Dairy Parkway and Duncan Road with a project end date of December 2026.

FINANCIAL IMPACT

Contractor:	SC Engineering, LLC dba Cochran
Amount of Request/ Contract:	$210,000
Amount Budgeted:	$0 (Budget amendment required – bond project)
Budget Year:	FY2024-25
Funding Source/Account #:	310-72000-543100 ST-66 Bonds
Account Balance:	$ 0 Date: 2/3/2025

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
March 4, 2025	December 31, 2026
Years and Months Contract in effect	**Number of times renewable**
One year, nine months	None

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with Task Order #7 attached as Exhibit A.

REVIEWED BY:

Requesting Director: ***Christine Cates***	Budget: ***Karen Van Winkle***
Legal: 	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)	☒	

Wage Order, by reference	☐	Wage Order Number:
IRS Form W-9:	☐	On file
Bid/RFP/RFQ: (submit all)	☐	N/A – Task Order
Bid/RFP/RFQ Tabulation:	☐	N/A – Task Order
Bid Waiver: (less than three bids)	☐	N/A – Task Order
Contractor address and email:	☐	SC Engineering, LLC, dba Cochran ATTN: David Christensen 618 SW 3rd Street Lee's Summit, MO 64063 david@cochraneng.com
Project Exemption Certificate needed:	☐	N/A
Other:	☐	

Resolution No. 13-2025

A RESOLUTION APPROVING TASK ORDER #7 TO CONTRACT NO. 2024-166 WITH SC ENGINEERING, LLC DBA COCHRAN FOR IMPROVEMENTS AT ADAMS DAIRY PARKWAY AND DUNCAN ROAD (CIP ST-49)

WHEREAS, in August 2024, the voters of Blue Springs, Missouri, approved a $40 million bond election for various street improvements throughout the City, including improvements to Adams Dairy Parkway at Duncan Road (CIP ST-49); and

WHEREAS, these improvements include a new, northbound separate right-turn lane on Adams Dairy Parkway at Duncan Road to allow separation of motorists turning right onto eastbound Duncan Road without waiting for motorists continuing northbound on Adams Dairy Parkway; and

WHEREAS, on October 21, 2024, City Council approved an On-Call Consulting Services Contract with SC Engineering, LLC dba Cochran (Cochran) for engineering consulting services. Staff met with Cochran to discuss the scope and review current documents related to the improvements at Adams Dairy Parkway and Duncan Road; and

WHEREAS, staff recommends entering into a Task Order with Cochran for the development of the design plans and bidding phase ($120,000), and construction oversight phase ($90,000) for the improvements at Adams Dairy Parkway and Duncan Road with a project end date of December 2026.

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

Section 1. The City Administrator is hereby authorized to enter into Task Order #7 to Contract No. 2024-166 in the amount of $210,000 with SC Engineering, LLC dba Cochran for the development of design plans and bidding phase ($120,000), and construction oversight phase ($90,000) for improvements at Adams Dairy Parkway and Duncan Road. A copy of proposed Task Order #7 is attached hereto as Exhibit “A” and is incorporated herein.

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 3rd day of March 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

CONTRACT NO. 2024-166	**TASK ORDER** NO. 7	**TASK ORDER EFFECTIVE DATE:** MARCH 4, 2025	**TASK ORDER TERMINATION DATE:** DECEMBER 31, 2026
CITY		**CONSULTANT**	
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**		**SC Engineering, LLC, dba Cochran** **618 SW 3rd Street** **Lee's Summit, MO 64063**	
Attention: Dennis Dovel		Attention: David Christensen, Vice President	
Department: Administration		Phone: (314) 220-7016	
Phone: (816) 228-0111			

TASK ORDER NO. 7

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

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

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

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

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

3. **Term**. Consultant shall begin work pursuant to this Task Order upon its Effective Date and all work shall be completed by December 31, 2026.

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

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

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

SC ENGINEERING, LLC, DBA COCHRAN



David Christensen, Vice President

CITY OF BLUE SPRINGS, MISSOURI

Christine Cates, City Administrator

APPROVED AS TO FORM:



James Newell, Assistant City Attorney

EXHIBIT 1
Task Order #7 - Scope of Services

Right Turn Lane on Northbound Adams Dairy Parkway at Duncan Road – Lump Sum Proposal:

The purpose for this Lump Sum Proposal is to provide Professional Engineering and Inspection Services for a new northbound right turn lane on Adams Dairy Parkway to eastbound Duncan Road. The purpose of adding a right turn lane to separate thru from right turning movements will increase the capacity of the intersection by reducing delay and the number of stops for northbound vehicles and increase safety for the traveling public.

- **Scope** - the project will include, full depth pavement widening, sidewalks, storm sewer improvements, intersection traffic signal modifications and right-of-way acquisition.

- **Budget** - the City bond issue allocated $1,725,000 for this project.

- **Schedule** - the tentative schedule for this project is to complete design and right-of-way acquisition by 2025 and to begin construction in the spring of 2026.

SCOPE OF SERVICES:

A. Topographic Survey Phase:

1. Topographic survey covering sufficient area to develop roadway, sidewalks, traffic signal and storm sewer plans for the project.
2. A survey baseline shall be established.
3. Roadway and sidewalks cross-sections shall be obtained at 50-foot intervals, a sufficient distance beyond the anticipated construction limits, to determine removal and replacement quantities. All drainage structures and courses shall be identified and included with flow line elevations. Additional cross-sections as required for clarity shall be taken as needed.
4. Existing utilities shall be located and plotted.

B. Preliminary Design Phase:

1. Preliminary plans to include: field survey data, topographic information of the existing intersection and roadways, existing utilities, site plan improvement plans, preliminary roadway profiles existing and proposed changes, traffic signal modification, storm sewers, sidewalk, and roadway cross-sections.
2. Submit preliminary roadway and traffic signal plans/drawings to the City for review and comment.
3. Provide the City with preliminary estimate of construction cost.

C. Final Design Phase:

1. Right-of-Way Document Preparation - after notification of approval of the preliminary plans from the City, Cochran shall prepare easement and/or right-of-way documents as needed.
2. Cochran staff will work with City staff during right-of-way negotiations with affected property owners.
3. The final streetscape design shall include at a minimum the following information, and shall include the other actions as described:
   - Cover sheet with location map, sheet index, and legend of symbols.
   - Plan and profile sheet showing existing topography, the proposed improvements, existing utilities and relocations, if required, construction limits, profile grade line, and incorporate all review comments from the City.
   - Typical sidewalk and roadway cross sections.
   - Final cross-sections of the proposed improvements at 50 foot intervals.
   - Traffic handling and detouring plan with signage.
   - A complete set of contract documents and technical specifications including tabulation of bid quantities and current prevailing wage rates.
4. Submit final roadway and traffic signal plans and specifications to the City for review and approval.
5. Incorporate final comments from the City into the plans and specifications.
6. Utilities: we will contact all utilities that may be affected by this project and provide them with the roundabout and roadway improvement plans to help facilitate the utility relocations if needed.
7. Provide a final estimate of anticipated construction costs.

D. Bidding Phase:

1. Provide Project Manuals and Plans to the City for bidding purposes. Plans shall be half size (11” x 17”).
2. Make copies and distribute bid packages to contractors.
3. Answer contractor’s questions during bidding and issue addenda (if required)
4. Conduct the bid opening and review submitted contractor bids, investigate low bidder(s) as required to evaluate their competency, and consult with the Owner on award of bid.
5. Review shop drawings when submitted for compliance with the drawings and specifications.

E. Construction Phase:

1. Serve as the City’s representative for administering the terms of the construction contract.
2. Attend a preconstruction conference to discuss project details with the successful contractor.
3. Provide on-site inspection services to inspect the Contractor's progress and quality of work and to determine if the work conforms to the contract documents.
4. Reject work not conforming to the project documents.

5. Prepare change orders for issuance by the City as necessary and assure that proper approvals are made prior to work being performed.
6. Measure and document quantities, and review monthly estimates for payments due the Contractor.
7. Inspect materials, review material certifications furnished by the Contractor, perform field testing, sample materials as required, and provide laboratory testing.

FEE:

1. The total amount of fee to be paid for the Scope of Services, Items A thru D – "Design and Bidding Phase Services" as outlined in this proposal shall be a lump sum fee of $120,000.00.

2. The total amount of fee to be paid for the Scope of Services, Item F – "Construction Phase Services" as outlined in this proposal shall be a lump sum fee of $90,000.00.

CITY OF BLUE SPRINGS, MISSOURI

CITY COUNCIL
March 3, 2025

EXHIBIT FOR PUBLIC HEARING

TAX INCREMENT FINANCING AND ECONOMIC DEVELOPMENT UPDATE

EXHIBIT #1 City Council Information Form dated February 12, 2025 with the following attachments: Notice of Public Hearing as Published in the Examiner on February 1, February 8, February 15 and February 22, 2025, and Tax Increment Financing and Economic Development Update presentation.

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: February 12, 2025

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

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

ISSUE/REQUEST

Pursuant to Missouri Statutes, a public hearing will be held wherein Senior Director of Finance Karen Van Winkle will provide the Tax Increment Financing (TIF) and Economic Development Incentive update.

BACKGROUND/JUSTIFICATION

Section 99.865 RSMo requires that a public hearing be held for all TIF projects, once every five years. This will be the fifth year a public hearing is held with an update on all TIF projects that are currently active within the City as well as the South Area Neighborhood Improvement District (NID) and the Land Bank.

An update will be provided on all economic development incentives that were approved or amended during the 2023-24 fiscal year.

In addition to this annual update, the following reports have been prepared to cover specific details of these projects and are on file with the City Clerk's office.

- 2024 Annual TIF Report
- South Area NID Update Report
- Adams Farm Bond Update Report
- White Oak Bond Update Report

The Finance Department also tracks all economic development incentives and related information on a monthly basis.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
N/A	N/A

STAFF RECOMMENDATION

N/A

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Notice of Public Hearing as Published in the Examiner on February 1, and February 8, February 15 and February 22, 2025
2. TIF and Economic Development Update presentation

REVIEWED BY:

Requesting Director: ***Karen Van Winkle***	Budget: ***N/A***
Legal: ***N/A***	City Administrator: ***Christine Cates***

NOTICE OF PUBLIC HEARING

The City Council of the City of Blue Springs, Missouri, will hold a public hearing on **Monday, March 3, 2025 at 6:00 p.m.**, in the Council Chambers of the Howard L. Brown Public Safety Building, 1100 SW Smith, Blue Springs, Missouri, regarding Annual Tax Increment Financing and Economic Development Incentive updates.

Anyone desiring further information is invited to contact City Administrator, Christine Cates by calling (816) 228-0110 Monday through Friday 8:00 a.m. to 5:00 p.m.

CITY COUNCIL
CITY OF BLUE SPRINGS
BY ERIN FORD, CITY CLERK

PUBLISH: **February 1, 2025**
February 8, 2025
February 15, 2025
February 22, 2025

CITY OF BLUE SPRINGS
TAX INCREMENT FINANCING & ECONOMIC DEVELOPMENT INCENTIVE ANNUAL UPDATE

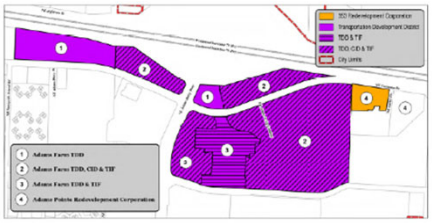
- **Missouri Revised Statutes 99.865**
- **Public Hearing required on all TIF projects, every 5 years**
- **Review existing TIFs and other incentives approved in FY 2024**
- **2024 TIF Annual Report**

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CITY OF BLUE SPRINGS
TAX INCREMENT FINANCING & ECONOMIC DEVELOPMENT INCENTIVE ANNUAL UPDATE



Woods Chapel TIF & CID



Adams Farm TIF, TDD & CID



RGH Chapter 353 (Fun Run & Curling Rink)



Kohls, Fauecia & Blue Springs Logistics Chapter 100s

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CITY OF BLUE SPRINGS
TAX INCREMENT FINANCING & ECONOMIC DEVELOPMENT INCENTIVE ANNUAL UPDATE



North Blue Springs CID



Durvet Chapter 100



Whataburger & Village Gardens Chapter 353



Sunset Plaza CID, White Oak TIF & CID & Fall Creek CID

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CITY OF BLUE SPRINGS
TAX INCREMENT FINANCING & ECONOMIC DEVELOPMENT INCENTIVE ANNUAL UPDATE



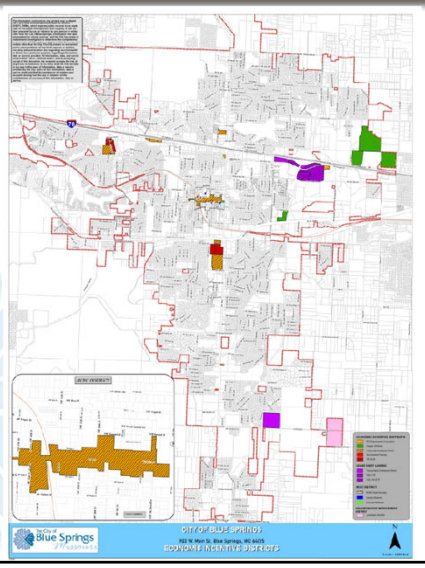
Downtown Blue Springs CID



Colonial Gardens CID

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CITY OF BLUE SPRINGS
TAX INCREMENT FINANCING & ECONOMIC DEVELOPMENT INCENTIVE ANNUAL UPDATE



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CITY OF BLUE SPRINGS
TAX INCREMENT FINANCING & ECONOMIC DEVELOPMENT INCENTIVE ANNUAL UPDATE

Tax Increment Financing

- **Three active TIF projects:**

TIF DISTRICT	DATE APPROVED	INCENTIVE APPROVED	PERCENT REIMBURSED	TERM	FINANCING METHOD	TYPE OF INCENTIVES
Copperleaf Village	29-Aug-2005	$ 1,900,000	30.71%	2005 - 2023	PAYG	TIF & TDD[1]
Adams Farm	20-Feb-2007	$ 49,100,000	48.48%[2]	2007 - 2039	Bonds	TIF, TDD & CID
Woods Chapel	7-Jul-2008	$ 8,915,000	Developer - 100%[3] City - 53.34%	2008 - 2037	PAYG	TIF & CID
White Oak	17-Nov-2014	$ 9,265,000	17.86%[2]	2014 - 2040	Bonds	TIF & CID
		$ 1,352,600	41.65%		PAYG	TIF[4]

NOTE 1: Copperleaf Village LLC request for TDD was denied by the 16th Circuit Court (Case No. 0716-CV-14782)
NOTE 2: Percent of Debt Service paid as of September 30, 2024
NOTE 3: I-70 Partners LLC received maximum 50% of TIF reimbursement as grocery store was not built
NOTE 4: PILOTS from the Senior Living project

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CITY OF BLUE SPRINGS
TAX INCREMENT FINANCING & ECONOMIC DEVELOPMENT INCENTIVE ANNUAL UPDATE

Copperleaf Village TIF

- **Approved in 2005 for 18 years**
- **Ord. 5355, approved 08.19.2024, terminated the Copperleaf Village TIF**
- **Project Costs Reimbursement:**

TIF DISTRICT	PROJECT BUDGET Excluding Interest	TOTAL REIMBURSEMENT	%
Copperleaf Village	$ 1,700,068	$ 985,976	58.00%

- **Assessed Value Comparison:**

TIF DISTRICT	BASE VALUE	PROJECTED VALUE	FINAL VALUE	% INCREASE
Copperleaf Village	$ 639,282	$ 2,442,776	$ 1,331,328	108.25%

- **This is the 5th TIF to be completed and terminated, since 2019 (Mall at Fall Creek TIF)**

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CITY OF BLUE SPRINGS
TAX INCREMENT FINANCING & ECONOMIC DEVELOPMENT INCENTIVE ANNUAL UPDATE

Community Improvement Districts

- **Eight active CID projects:**

CID DISTRICT	DATE APPROVED	INCENTIVE APPROVED	EFFECTIVE DATE	TERM	PERCENT REIMBURSED	FINANCING METHOD
Fall Creek	5-Jun-2000	$ 2,400,000	26-Mar-2001	2001 - 2015	100.00%	Bonds
		$ 1,100,000	20-Jul-2015	2015 - 2018	100.00%	Loan
		$ 1,094,101	1-Oct-2018	2018 - 2038	64.37%[1]	PAYG
Adams Dairy Landing	21-Jul-2008	$ 3,910,000	2010	2010 - 2032	30.31%[2]	Bonds
Woods Chapel	7-Jul-2008	$ 1,422,610	1-Jul-2014	2014 - 2041	Developer - 100%[3] City - 54.05%	PAYG
White Oak	17-Nov-2014	$ 9,265,000	1-Apr-2017	2017 - 2040	17.86%[4]	Bonds
Sunset Plaza	16-Jul-2018	$ 1,788,220	1-Apr-2019	2019 - 2039	14.46%	PAYG
North Blue Springs	20-May-2019	$ 5,720,062	1-Jan-2020	2020 - 2042	15.43%	PAYG
Downtown Blue Springs	20-Jul-2020	N/A	1-Jan-2021	2021 - 2043	N/A	PAYG
Colonial Gardens	15-Apr-2024	Developer - N/A City - $750,000	1-Oct-2024	2024 - 2051		PAYG

NOTE 1: Certified Project Costs have been fully reimbursed; began reimbursement of District Services ($250,000 maximum) in Septemb
NOTE 2: Percent of Debt Service paid as of September 30, 2024
NOTE 3: I-70 Partners LLC received maximum 50% of CID reimbursement as grocery store was not built
NOTE 4: White Oak CID sales tax revenue is transferred to TIF to pay down debt service

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CITY OF BLUE SPRINGS
TAX INCREMENT FINANCING & ECONOMIC DEVELOPMENT INCENTIVE ANNUAL UPDATE

Downtown Blue Springs CID

- **Cash Available for District Projects**

DESCRIPTION	FY 2024	FY 2023	FY 2022	FY 2021	TOTAL
Sales Tax Revenue	$ 77,657	$ 60,362	$ 54,992	$ 28,198	$ 221,209
Less: City Administrative Fees	$ 777	$ 604	$ 550	$ 282	$ 2,212
Less: District Operating Expenses	$ 5,874	$ 5,600	$ 6,666	$ 2,556	$ 20,695
Less: Reimbursements	$ 26,601	$ 12,349	$ 7,900	$ -	$ 46,851
Total Cash Available	$ 44,405	$ 41,810	$ 39,876	$ 25,360	$ 151,451

- **District Project Costs Reimbursed in FY 2024:**

DESCRIPTION	FY 2024
Holiday Lights	$ 12,216
Holiday Decorations	$ 9,240
Banners & Installation	$ 2,925
Planters & Plants	$ 2,220
Total Reimbursement	$ 26,601

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CITY OF BLUE SPRINGS
TAX INCREMENT FINANCING & ECONOMIC DEVELOPMENT INCENTIVE ANNUAL UPDATE

Whataburger Reimbursement Agreement

Reimbursement Agreement By and Between the City of Blue Springs, Missouri and Whataburger Restaurants, LLC
Financial Activity Report

DATE	CITY SALES TAX	CITY TRANS TAX	PROPERTY TAX	TOTAL RECEIPTS	REIMBURSED PROJECT COSTS	INTEREST	PROJECT COSTS BALANCE
OCT-23	$ 2,166.33	$ 1,083.16		$ 3,249.49			
NOV-23	$ 1,992.21	$ 996.10		$ 2,988.31			
DEC-23	$ 2,473.21	$ 1,236.61		$ 3,709.82			
1Q2024	**$ 6,631.75**	**$ 3,315.87**	**$ -**	**$ 9,947.62**	**$ 1,847.72**	**$ 8,099.90**	**$ 533,743.28**
JAN-24	$ 1,878.11	$ 939.06		$ 2,817.17			
FEB-24	$ 1,977.74	$ 988.87		$ 2,966.61			
MAR-24	$ 2,156.16	$ 1,078.08	$ 2,454.79	$ 5,689.03			
2Q2024	**$ 6,012.01**	**$ 3,006.01**	**$ 2,454.79**	**$ 11,472.81**	**$ 3,488.60**	**$ 7,984.21**	**$ 530,254.70**
APR-24	$ 2,067.24	$ 1,033.62		$ 3,100.86			
MAY-24	$ 2,152.77	$ 1,076.39		$ 3,229.16			
JUN-24	$ 2,782.84	$ 1,391.42		$ 4,174.26			
3Q2024	**$ 7,002.85**	**$ 3,501.43**	**$ -**	**$ 10,504.28**	**$ 2,535.53**	**$ 7,968.75**	**$ 527,719.16**
JUL-24	$ 2,412.50	$ 1,206.25		$ 3,618.75			
AUG-24	$ 2,457.68	$ 1,228.84		$ 3,686.52			
SEP-24	$ 3,064.02	$ 1,532.01		$ 4,596.03			
4Q2024	**$ 7,934.20**	**$ 3,967.10**	**$ -**	**$ 11,901.30**	**$ 3,957.17**	**$ 7,944.13**	**$ 523,761.99**

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CITY OF BLUE SPRINGS
TAX INCREMENT FINANCING & ECONOMIC DEVELOPMENT INCENTIVE ANNUAL UPDATE

Chapter 100 Industrial Development Bonds

- **Four active Chapter 100 projects:**

PROJECT	BONDS			ANNUAL PILOTS	TAX ABATEMENT		LEASE TERM	PROJECTED VALUE OF INCENTIVE
	DATE	SERIES	APPROVED		PERSONAL PROPERTY	REAL PROPERTY		
Kohl's Distribution Center	2017	Series 2017	$ 7,550,000	Varies	100% Personal Property Tax	N/A	12 Years 2017 - 2029	$ 305,810
Faurecia Interior Systems	2018	Series 2018A	$ 36,000,000	Varies	N/A	100% Real Estate Tax Abatement	15 Years 2018 - 2033	$ 11,335,193
	2018	Series 2018B	$ 33,000,000	Varies	100% Personal Property Tax	N/A	15 Years Staggered 2019 - 2035	$ 3,808,005
Durvet	2019	Series 2020	$ 9,600,000	Varies	N/A	100% Real Estate Tax Abatement	10 Years 2020 - 2030	$ 1,593,697
Blue Springs 70 Logistics Center	2020	Series 2020	$ 30,000,000	Varies	N/A	100% Real Estate Tax Abatement	10 Years 2022 - 2032	$ 5,672,203

NOTE: Faurecia Project Site tax abatement runs from 2018 - 2033; Project Equipment tax abatement is staggered from 2019 - 2035, based on purchase date of equipment.

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CITY OF BLUE SPRINGS
TAX INCREMENT FINANCING & ECONOMIC DEVELOPMENT INCENTIVE ANNUAL UPDATE

Chapter 100 Industrial Development Bonds

- **Completed and/or Terminated Chapter 100 projects:**

PROJECT	BONDS			ANNUAL PILOTS	TAX ABATEMENT		LEASE TERM	PROJECTED VALUE OF INCENTIVE	STATUS
	DATE	SERIES	APPROVED		PERSONAL PROPERTY	REAL PROPERTY			
Kohl's Distribution Center	1998	Series 1999	$37,000,000	$ 120,568	Partial Tax Abatement	100% Real Estate Tax Abatement	12 Years 1999 - 2011	$ 4,822,094	Expired
Durvet	2003	Series 2003	$ 2,900,000	$ 38,649	N/A	100% Real Estate Tax Abatement	10 Years 2003 - 2013	$ 554,147	Expired
Meyer Lab	2003	Series 2004	$ 3,500,000	$ 38,068	N/A	100% Real Estate Tax Abatement	15 Years 2004 - 2020	$ 925,747	Paid Off in 2017
Walnut Street Partners	2013	Series 2013	$ 800,000	N/A	N/A	100% Real Estate Tax Abatement	10 Years 2013 - 2023	$ 638,254	Terminated
Novel Place	2019	Series 2019	$23,000,000	$ 24,306	N/A	100% Real Estate Tax Abatement	2 Years 2019 - 2020	$ 48,612	Expired

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CITY OF BLUE SPRINGS
TAX INCREMENT FINANCING & ECONOMIC DEVELOPMENT INCENTIVE ANNUAL UPDATE

Chapter 353 Redevelopment Corporations

- **Four active Chapter 353 projects:**

PROJECT	DATE	TYPE OF INCENTIVE APPROVED	TERM	PROJECT VALUE	INCENTIVE %	PROJECTED VALUE OF INCENTIVE	STATUS
Adams Pointe Redevelopment Corporation Harmon Tract	1997	100% Real Estate Tax Abatement for 10 years, 50% Real Property Tax Abatement for years 11-20,	25 Years 1999 - 2023	$ 3,200,000	45.24%	$ 1,447,590	Completed
Adams Pointe Redevelopment Corporation Hotel Tract	1997	100% Real Estate Tax Abatement for 10 years + Additional 100% Real Estate Tax Abatement for 10 years	20 Years 2000 - 2009 2011 - 2024	$ 5,600,000	58.43%	$ 3,271,822	Active
Main Center Redevelopment Corporation	Varies	Varies per Plan and Project	Varies per Plan/Project	$ 7,710,332	42.97%	$ 3,313,321	Active
Village Gardens Redevelopment Corporation transferred to JW Larkin Properties	2006	100% Real Estate Tax Abatement for 10 years and 50% Real Property Tax Abatement for 15 years	25 Years 2007 - 2031	$ 2,783,498	36.85%	$ 1,025,611	Active
RGH Redevelopment Corporation	2020	100% Real Estate Tax Abatement 75% PILOTS to CJCFPD	20 Years 2022 - 2041	$ 7,090,443	32.76%	$ 2,322,639	Active

- **The Harmon Tract of the Adams Pointe tax abatement ended with the 2023 tax year and was fully taxable for 2024.**

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CITY OF BLUE SPRINGS
TAX INCREMENT FINANCING & ECONOMIC DEVELOPMENT INCENTIVE ANNUAL UPDATE

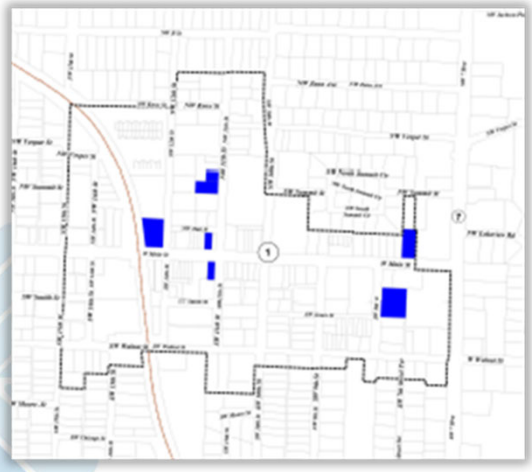
Chapter 353 Redevelopment Corporations

- **Completed and/or Terminated Chapter 353 projects:**

PROJECT	DATE	TYPE OF INCENTIVE APPROVED	TERM	PROJECT VALUE	INCENTIVE %	PROJECTED VALUE OF INCENTIVE	STATUS
Adams Dairy Parkway Corridor Phase I Redevelopment Corporation aka Haldex	1993	100% Real Estate Tax Abatement for 10 years and 50% Abatement for 15 years	25 Years 1995 - 2019	$ 3,326,700	67.78%	$ 2,254,975	Completed
Adams Dairy Parkway Corridor Phase II Redevelopment Corporation	1993	100% Real Estate Tax Abatement for 10 years and 50% for 15 years	25 Years				Never Activated
Adams Pointe Redevelopment Corporation Harmon Tract	1997	100% Real Estate Tax Abatement for 10 years, 50% Abatement for years 11-20, and 25% for years 21-25.	25 Years 1999 - 2023	$ 3,200,000	45.24%	$ 1,447,590	Completed
Adams Dairy Redevelopment Corporation	1999	100% Real Estate Tax Abatement	10 Years 2000 - 2009	$ 4,965,426	27.76%	$ 1,378,593	Completed
19th & 40 Redevelopment Corporation Meineke Muffler	2003	100% Real Estate Tax Abatement	10 Years 2004 - 2013	$ 777,900	28.10%	$ 218,611	Completed
Brizendine NEQ Redevelopment Corporation	2004	100% Real Estate Tax Abatement	10 Years 2006 - 2015	$ 1,330,472	27.47%	$ 365,472	Completed
Blue Springs Rentals Redevelopment Corporation	2004	100% Real Estate Tax Abatement	10 Years 2005 - 2014	$ 570,000	23.71%	$ 135,123	Completed
Target Time Defense Redevelopment Corporation	2015	100% Real Estate Tax Abatement Less PILOTS	10 Years 2016 - 2025	$ 1,128,539	12.80%	$ 144,441	Terminated

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CITY OF BLUE SPRINGS
TAX INCREMENT FINANCING & ECONOMIC DEVELOPMENT INCENTIVE ANNUAL UPDATE



Main Center Redevelopment Corporation (MCRC)

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CITY OF BLUE SPRINGS
TAX INCREMENT FINANCING & ECONOMIC DEVELOPMENT INCENTIVE ANNUAL UPDATE

Main Center Redevelopment Corporation

- **Seven active MCRC projects:**

PROJECT	DATE APPROVED	ORDINANCE	TYPE OF INCENTIVE APPROVED	TERM	PROJECT VALUE	INCENTIVE %	PROJECTED VALUE OF INCENTIVE
Pizza Shoppe	18-Nov-2013	Ord 4467	50% Real Property Tax Abatement for 15 years	15 Years 2014 - 2028	$ 236,000	32.98%	$ 77,841
America's Community Bank	18-Nov-2013	Ord 4468	100% Real Estate Tax Abatement for 10 years and 50% Real Property Tax Abatement for 15 years	25 Years 2014 - 2038	$ 325,935	46.34%	$ 151,026
Hannah's Place Row Houses	6-Sep-2017	Ord 4683	100% Real Property Tax Abatement for 5 years	5 Years 2018 - 2023	$ 236,000	41.23%	$ 97,309
East Forty Brewing	20-Nov-2017	Ord 4699	100% Real Estate Tax Abatement for 10 years and 50% Real Property Tax Abatement for 15 years (75% PILOTS to CJCFPD)	25 Years 2018 - 2042	$ 350,000	84.25%	$ 294,860
Blue River Family Dental	18-Mar-2019	Ord 4802	100% Real Estate Tax Abatement for 25 years (75% PILOTS to CJCFPD)	25 Years 2020 - 2044	$ 1,540,820	22.72%	$ 350,000
Jones Place Townhomes	20-May-2019	Ord 4823	100% Real Estate Tax Abatement for 5 years and 50% Real Property Tax Abatement for 5 years (75% PILOTS to CJCFPD)	10 Years 2022 - 2032	$ 1,528,000	9.90%	$ 151,202
Anthem Photography	4-Nov-2019	Ord 4867	100% Real Estate Tax Abatement for 10 years (75% PILOTS to CJCFPD)	10 Years 2020 - 2029	$ 50,000	60.60%	$ 30,301
Scooters' Office & Warehouse	16-May-2022	Ord 5115	100% Real Estate Tax Abatement for 10 years and 50% Real Property Tax Abatement for 15 years (75% PILOTS to CJCFPD)	25 Years 2023 - 2044	$ 660,000	74.63%	$ 492,580

- **The Hannah's Place (8 row houses) tax abatement ended with the 2023 tax year and was fully taxable for 2024.**

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CITY OF BLUE SPRINGS
TAX INCREMENT FINANCING & ECONOMIC DEVELOPMENT INCENTIVE ANNUAL UPDATE

South Area Neighborhood Improvement District

- In 2005, a group of developers owning 17 parcels in southern Blue Springs approached the City about forming a NID.
- In 2006, the South Area NID was created.
- In 2008, a Lump Sum Prepayment Assessment was offered on 552 parcels. Only 12 chose the prepayment offer.
- In 2009, the City issued $18,725,000 in Limited Obligation bonds for the NID sewer improvements to be repaid with special assessments over 20 years. (Ord. 4217 02.02.2009)
- In 2018, the City issued $9,625,000 in Limited General Obligation Refunding Bonds. (Ord. 4781 12.03.2018)
- It is estimated that the average annual reduction in debt service will be approximately $350,000.

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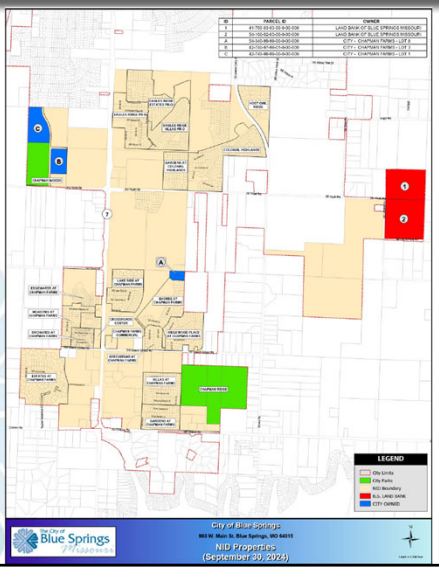
CITY OF BLUE SPRINGS
TAX INCREMENT FINANCING & ECONOMIC DEVELOPMENT INCENTIVE ANNUAL UPDATE

South Area Neighborhood Improvement District

- The 2024 assessments were added to 1,967 parcels affecting 1,139 different property owners.
- $21,427 in prior year assessments, remains unpaid as of September 30, 2024.
- Total of 1,967 parcels, including exempt parcels, is an increase of 174 parcels, or 9.70%, from 2023, due to parcel splits associated with new development.
- New residential development included Chapman Ridge-3rd Plat, Edgewater-4th Plat, Eagles Ridge Estates-4th Plat, and Cambridge Park-2nd Plat.

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CITY OF BLUE SPRINGS
TAX INCREMENT FINANCING & ECONOMIC DEVELOPMENT INCENTIVE ANNUAL UPDATE



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CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: January 27, 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 an amendment to Sections 235.020.B and C of the City of Blue Springs Code of Ordinances related to Provisions For Storage, Licensing And Selling Of Fireworks to require proof of consent from the legal owner of the property for the fireworks stand location and to require applicants to notify the City in writing if the location of the fireworks stand changes after City Council approval.

BACKGROUND/JUSTIFICATION

Section 235.020 currently requires applicants to only identify the location of the proposed fireworks stand; however, the City does not require proof of the property owner's consent to locate the fireworks stand on their property, and it does not require an applicant to notify the City if the location changes after the permit is approved by the City Council.

Over the years, there have been instances in which a fireworks stand location has been changed by the applicant after City Council approval due to the property owner not consenting to having the fireworks stand on the property and the City was not notified of the new location.

This amendment will update the Code of Ordinances to require proof of consent from the legal owner of the property for the fireworks stand location. It will also require applicants to notify the City in writing if the location of the fireworks stand changes after City Council approval to ensure the provisions of the City Code are still being met with the new location.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
March 3, 2025	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill Amending Sections 235.020.B and C of the Code of Ordinances.

REVIEWED BY:

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

Introduced by Councilmember _____ BILL NO. 5292

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 235.020.B AND C OF THE CODE OF ORDINANCES, CITY OF BLUE SPRINGS, MISSOURI, RELATING TO PROVISIONS FOR STORAGE, LICENSING AND SELLING OF FIREWORKS TO REQUIRE PROOF OF CONSENT FROM THE LEGAL OWNER OF THE PROPERTY FOR THE FIREWORKS STAND LOCATION AND TO REQUIRE APPLICANTS TO NOTIFY THE CITY IN WRITING IF THE LOCATION OF THE FIREWORKS STAND CHANGES AFTER CITY COUNCIL APPROVAL

WHEREAS, Section 235.020 requires applicants to identify the location of the fireworks stand when their permit is being considered; and

WHEREAS, the current City Code does not require the applicant to provide proof of consent of the legal owner of the property of the proposed fireworks stand and has not required the applicant to notify the City of a change in location after a permit is issued and approved; and

WHEREAS, there have been instances in which an approved fireworks stand location has been changed by the applicant due to the property owner not consenting to having the fireworks stand on the property and the City is not notified of the new location and therefore, cannot ensure the provisions of the City Code have been met; and

WHEREAS, the City Council wishes to update the Code of Ordinances to require consent of the legal owner of the property for the proposed location of the fireworks stand and to require written notification of the new location to ensure the provisions of the City Code are still being met at the new location.

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

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

Section 1. That Sections 235.020.B and C of the Code of Ordinances, City of Blue Springs, Missouri, is hereby amended to read as follows:

B. Any such local, non-profit, religious or community service organization desiring to sell or offer for sale permitted fireworks within City limits shall make written application to the Revenue Collections Department subject to the following conditions:

1. Not more than one (1) fireworks permit shall be issued per three thousand (3,000) population; provided, that the qualified organization holding a permit for the year 1984 shall be entitled to apply for and receive a permit irrespective of such population limit for as long as the application is resubmitted annually. Should the application not be resubmitted in any year, then should the applicant submit in a subsequent year, the application will be subject to the population limitation herein set forth.

2. The population of the City for the purpose of this Section shall be determined annually

by the City, submitted to and approved by the City Council. This determination shall be submitted to the City Council on or before January first of each year.

3. Applicants for a fireworks permit in excess of the population limit shall be placed on a waiting list maintained by the City Clerk; and, at such time as a permit is available, then those on the waiting list shall be contacted and given an opportunity to present an application for a permit for consideration by the City Council.

4. Applications for renewal of licenses in effect for the year 2015 and renewals for subsequent years must be applied for between January 1 and April 1; all applications including each applicants' location of the fireworks stand, proof of consent of the legal owner of the property of the location of the fireworks stand, the tent size and related information will be presented for consideration at the first regular City Council meeting after April first.

5. In the event fireworks permits are available, applicants for a fireworks permit who were not permit holders in the year 1984 or in the year prior to the application will be notified by the City Clerk by April fifth of each year; and applicants must complete and submit the application on or before April 25 and thereafter appear at the first regular meeting of the City Council in May, at which time applicant must present the location of the fireworks stand, the tent size and other related information.

6. At the time the application for a fireworks permit is presented to the City Council, the applicants are required to provide in a form approved by the City the intended use of the funds produced from the fireworks sale, together with a proposal projecting the financial benefits from the operation of the fireworks stand, including the profit percentage expected by the applicant for the sale of the fireworks; and applicants shall satisfy the City Council that all monies collected from the sale of fireworks will be the funds of the applicant or organization subject to payment of expenses.

7. All permits issued and approved by the City Council are personal to the applicant for the location identified in the application, and non-transferable. The sale of fireworks or operation of a facility for the sale of fireworks by someone other than the license holder shall void the permit and cause forfeiture of the permit fee.

8. All fees collected from fireworks permits shall go to the General Fund.

9. No permittee shall allow other than unpaid volunteers of said permittee or organization to participate in any respect in the sale of fireworks or operation of the place of sale.

10. Any such person, firm or corporation making application for a permit shall accompany said application with a fee of two hundred seventy-five dollars ($275.00) for each location that a permit is sought. If the application is not approved by the City Council, the two hundred seventy-five dollars ($275.00) fee shall be returned to the applicant. If such application is approved, then the total fee shall be two hundred seventy-five dollars ($275.00) which shall be retained by the City of Blue Springs and be used as provided herein.

11. Any such person, firm or corporation making application for a permit shall accompany said application with current proof of insurance to remain on file in the Revenue Collections Department.

C. The grant or denial of a fireworks permit shall be at the sole discretion of the City Council based upon the foregoing standards; and all applications must contain the name of the applicant, in addition to a detailed description of the proposed location, proof of consent of the legal owner of the property of the location of the fireworks stand, and the provisions to be taken pursuant to fire protection. The site location is limited to property which is zoned for commercial or industrial use; and the actual stand, tent or facility shall be at least one hundred (100) feet from any temporary or permanent building. The location identified in the fireworks permit shall not be changed or moved to a different location after City Council approval unless written notification is provided to the City. Said notification shall contain all of the information required in the original fireworks permit application and shall conform to the standards of this Chapter.

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 3rd day of March 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: February 4, 2025 **CONTRACT NO.**

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

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

ISSUE/REQUEST

Passage of a Bill authorizing a contract for legal services not to exceed $50,000 annually between the City of Blue Springs, Missouri, and Jackson Lewis P.C. to provide representation of the City in labor relations advice and counsel.

BACKGROUND/JUSTIFICATION

On March 18, 2024, by Ordinance No. 5313, the City entered into an agreement by engagement letter with the law firm Jackson Lewis P.C. for representation of the City in collective bargaining negotiations. That agreement needs to be updated to reflect current terms and hourly rates. The new Contract for legal services will supersede the prior agreement.

The fee is increasing from $465/hour to $495/hour.

FINANCIAL IMPACT

Contractor:	Jackson Lewis P.C.	
Amount of Request/ Contract:	$50,000	
Amount Budgeted:	$0	
Budget Year:	FY2024-25	
Funding Source/Account #:	100-12300-530100	
Account Balance:	135,109.19	Date: 1/2/2018

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
March 4, 2025	Ongoing

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. Ordinance with Contract attached as Exhibit A.

REVIEWED BY:

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

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:	☒	
Certificate of Insurance:	☒	
E-Verify Affidavits:	☒	
E-Verify proof of enrollment:	☒	
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:	☐	Jackson Lewis P.C. 7101 College Blvd., Suite 1200 Overland Park, KS 66210 Jeff.Place@jacksonlewis.com
Project Exemption Certificate needed:	☐	N/A
Other:	☐	

Introduced by Councilmember _____ BILL NO. 5293

ORDINANCE NO. ____

AN ORDINANCE APPROVING A CONTRACT FOR LEGAL SERVICES BETWEEN THE CITY OF BLUE SPRINGS AND THE LAW FIRM OF JACKSON LEWIS, PC

WHEREAS, on March 18, 2024, by Ordinance No. 5313, the City entered into a contract with the law firm Jackson Lewis, PC, to provide representation of the City in labor relations advice and counsel; and

WHEREAS, Jackson Lewis, PC and the City wish to enter into a new contract to reflect updated fees for ongoing representation; and

WHEREAS, the new contract supersedes the 2024 contract.

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

Section 1. The City Administrator is hereby authorized to enter into a contract for legal services not to exceed $50,000 annually with Jackson Lewis, PC to provide representation in labor relations advice and counsel, a copy of which is attached hereto as Exhibit "A" and incorporated herein.

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

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 3rd day of March 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

EFFECTIVE DATE: March 4, 2025	TERMINATION DATE: Until terminated by City Council	CONTRACT NUMBER:

CITY	CONTRACTOR
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**	**Jackson Lewis P.C.** **7101 College Blvd., #1200** **Overland Park, KS 66210**
Department: Administration	Attention: Jeffrey M. Place
Phone: (816) 228-0111	Phone: (913) 251-3739

CONTRACTOR CONTRACT

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

WITNESSETH:

WHEREAS, the City of Blue Springs desires to engage the Contractor to perform certain professional and technical services 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 terms and conditions described in **Exhibit 2**. It there are any conflicts between the terms of this Agreement and the terms in **Exhibit 2**, the terms in the Agreement shall control.

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

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

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

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

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

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

7. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this contract exceed the sum of **$50,000** annually unless agreed to by City and Contractor in writing.

8. **Termination of Contract.**

a. **Termination for breach.** Failure of the Contractor to fulfill Contractor's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit 1*** shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract by action of the Mayor with the consent of a majority of the entire City Council, or by five-sevenths (5/7) majority vote of the City Council.

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 work of the Contractor under this contract shall at the option of the City become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such project; provided, that the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Contractor.

b. **Termination for Convenience.** The City shall have the right at any time by action of the Mayor with the consent of a majority of the entire City Council, or by five-sevenths (5/7) majority vote of the City Council and by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

c. Workers' Compensation: Statutory requirements.

d. Professional Liability Insurance: Contractor agrees to maintain professional liability insurance in the amount of $1,000,000 per claim and in the aggregate during the term of this contract.

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

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

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

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

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

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

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

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

Work Authorization Affidavit

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

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

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

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

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

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

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

1. My name is Jay M. Dade and I am currently the OLM of Jackson Lewis P.C. (hereinafter "Company"), whose business address is 7101 College Blvd Ste 1200 OP, KS 66210, 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

Jay M Dade
Printed Name

Subscribed and sworn to before me this 21st day of February, 2025.

SEAL

SAMANTHA ANN GOMEZ
Notary Public - State of Kansas
My Appointment Expires 5/15/27

Notary Public

21. **Anti-Discrimination Against Israel Act.** 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 Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in, or with, Israel companies authorized by, licensed by, or organized under, the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

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

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

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

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

JACKSON LEWIS P.C.

By: Jeffrey A. Place
Name: Jeffrey M. Place
Title: Principal

CITY OF BLUE SPRINGS, MISSOURI

_____
Christine Cates, City Administrator

APPROVED AS TO FORM:

Jennifer M. Baird
_____
Jennifer Baird, City Attorney

Exhibit 1 to Contract

Scope of Work

Name of Contractor	Jackson Lewis P.C.	
Scope of Work (Job Description)	Provide the City legal advice and counsel in labor relations and collective bargaining negotiations All work shall be performed in accordance with Contractor's Confirmation of 2025 Fee Arrangement dated January 30, 2025 attached hereto and incorporated herein as Attachment A.	
Start Date	March 4, 2025	
Interim Deadlines (if applicable)	**Date**	**Phase of Project To Be Completed**
Final Completion Deadline	**Until terminated by City Council**	
Reimbursable Expenses	☒ None ☐ Travel, Lodging, Meals, Phone Calls, Copying, Postage	
Maximum Payment	$50,000	Maximum payment for services rendered
	$0.00	Maximum amount of expenses to be reimbursed
	$50,000	Total maximum amount to be paid to Contractor
Method of Payment	☐ Lump Sum Of Entire Amount Upon Satisfactory Completion of Project ☐ Monthly Payments Based On Rate of $_____ Per Hour ☒ Incremental Payments As Follows: Monthly as Billed ☐ ____% retainage held until completion of project.	

ATTACHMENT A

JacksonLewis

Jackson Lewis P.C.
7101 College Blvd, Suite 1200
Overland Park KS 66210
(913) 981 1018 Main
(913) 981 1019 Fax
jacksonlewis.com

Via E-mail Only: smorgan@bluespringsgov.com

January 31, 2025

Sheryl Morgan
City of Blue Springs, Missouri
903 W Main Street
Blue Springs, MO 64015

PERSONAL AND CONFIDENTIAL; ATTORNEY-CLIENT AND ATTORNEY WORK-PRODUCT PRIVILEGED MATERIAL

Re: Confirmation of 2025 Fee Arrangement

Dear Sheryl:

We are pleased that the City of Blue Springs, Missouri (the "City") has decided to continue working with Jackson Lewis P.C. (herein "the Firm") in connection with the City's needs for ongoing labor and employment law advice and counsel. This letter details the scope of our client relationship and outlines the fees for our services.

A. Scope of Services

As we discussed, we will continue our representation of the City by providing labor relations and employment law advice and counsel. We will do our best to serve the City efficiently. While we cannot guarantee the success or outcome of any given matter, we will strive to vigorously represent the City. I will have primary responsibility for handling these matters and will utilize other attorneys and legal assistants in the firm in the best exercise of my professional judgment. If, at any time, you have any questions, concerns or comments, please contact me.

B. Fees

We charge for our time on an hourly basis, in one-tenth hour increments. We will invoice the City at our regular hourly rates for the work performed on the City's behalf. Our schedule of hourly rates for attorneys and other members of our professional staff is based on years of experience, level of professional attainment and geographic location. Currently, our hourly rates in the Kansas City office range from $360.00 to $805.00 for attorneys. During 2025, my regular hourly rate is $805.00 per hour, but I have arranged a discounted hourly rate for municipal clients of $495.00 per hour. Our hourly rates may be subject to periodic increases over time, typically in January of each year. Any changes in billing rates must be approved by the

City and will be reflected in the invoice after any revised rates go into effect. We charge for all services rendered, including but not limited to, telephone calls, conferences, court and agency hearings, and other proceedings. Our entire billing process is explained in "A Word About Our Invoices," a copy of which is enclosed.

These discounted hourly rates, however, will not apply to complex matters which include, but are not limited to, class actions, multi-plaintiff litigations, and unfair competition litigation. For these matters, our regular hourly rates will apply.

C. Client Cooperation

The City understands and agrees that, in order for us to represent it effectively, it is necessary for the City to assist and cooperate with the Firm. The City agrees to (1) make itself (including its employees if applicable) available to discuss issues as they arise in this matter; (2) attend and participate in meetings, preparation sessions, court proceedings and other activities in connection with the representation; (3) provide complete and accurate information and documents to us on a timely basis; (4) make timely payment to any experts or vendors retained in connection with our services; and (5) advise whether there is an agreement to arbitrate the subject claim(s), either as set forth in a stand-alone arbitration agreement, an employee handbook, an employment application or otherwise.

D. Protection of Client Confidences –Communication Devices

We are always mindful of our central obligation to preserve the secrets and confidences of our clients. To that end, it is important that we agree from the outset what kinds of communications technology we will employ in the course of this Engagement. Unless the City specifically directs us to the contrary, for purposes of this Engagement, we agree that it is appropriate for us to use e-mail in the course of the Engagement without any encryption or other special protections. In that regard, if there is a specific e-mail address which you would like us to use to communicate with you, other than your current City e-mail address, please let us know. Please also notify the Firm if the City has any other requests or requirements in connection with the methods of telecommunication, or persons to be included or copied in the circulation of documents relating to the Engagement.

E. Termination of Representation

The City may terminate this representation at any time, with or without cause. We also reserve the right to withdraw at any time to the fullest extent permitted by the applicable ethical rules. Any termination of our representation of the City would be subject to such approval as may be required from any court(s) in which we are appearing on the City's behalf. In the event of termination by either of us, fees and costs for work performed prior to termination will still be payable as provided for in this letter.

Following any termination of representation, client files will be released only following delivery to the Firm of a signed release letter containing appropriate directions and an acknowledgment of the obligation to pay outstanding fees. The City will be charged for the reasonable costs of retrieval, assembly, copying, processing and transfer of all files or materials, including Electronically Stored Information ("ESI").

Upon termination of representation, the Firm reserves the right to maintain the City's legal file in electronic format only.

F. Preservation of Documentation

Should a claim be received by the City, the City must take immediate steps to identify, preserve and collect all relevant information until the matter is completely resolved. This information includes all paper and all ESI related to the claim. ESI includes, but is not limited to, the following: e-mails, text messages and other electronic communications, word processing files, spreadsheets, PowerPoints, photos and other images, SharePoints, voicemail, databases, data files and archive files, regardless of whether the information is contained on servers, laptop and desktop computers, back-up tapes, home and personal computers, cloud storage systems, or portable ESI storage devices such as iPhones, Android phones, Blackberries and other smart phones, iPads, iPods, thumb drives, CD's, DVD's, and portable hard drives. This also will likely include any and all relevant surveillance tapes and recordings.

The City must also immediately suspend any document retention/destruction policy and put in place a "Litigation Hold." This Litigation Hold is designed to ensure that relevant electronic evidence is preserved and not destroyed, altered, modified, disposed of, or in any way compromised. Therefore, any individuals who may have relevant information or documents related to a matter must comply with this litigation hold.

Although this may seem like an onerous task, document retention is critical for the defense of a matter and to ensure the City complies with its legal obligation to preserve and produce relevant information. A failure to preserve documents or electronic data could have dire consequences in a matter. For example, in addition to monetary sanctions, the City may be precluded from using certain evidence at trial or the court may allow a jury to draw negative inferences against the City. Under a worst case scenario, the court may award a judgment in favor of the claimant. Therefore, if the City has any doubt regarding whether paper or electronic data falls within the scope of a "Litigation Hold", it should err on the side of preservation and contact us.

G. Advance Conflict of Interest Waiver

Because of the size, geographical reach and the broad scope of the Firm's legal practice, it is possible that attorneys in one or more of the Firm's offices or departments may now or in the future represent parties in matters in which their interests are adverse to those of the City or its affiliates, or have contractual or other dealings with the City. As a condition of our representation, the City agrees that the Firm may represent other parties in matters in which their interests are adverse to those of the City or its affiliates and waives any conflict that would otherwise exist in such matters, provided that (i) any matter in which the Firm represents an adverse party is not substantially related to the Firm's work for the City, and (ii) if appropriate, an ethical wall is created to separate the other matter from the matters the Firm is handling for the City.

H. Potential Insurance Coverage

As employment defense counsel, the Firm cannot provide an opinion with respect to the extent or terms of the City's coverage under any employment practices liability insurance, directors and officers or other insurance policies or programs (on an ongoing basis or otherwise). We urge the City to review this matter with its internal counsel, insurance broker or anyone else with whom it wishes to discuss the possibility of other insurance being applicable, e.g., an excess liability insurance policy, homeowners or personal insurance or any other form or kind of insurance including workers compensation insurance. As with any insurance policy, prompt and complete notice should be given, as required by the policy and by applicable law. Failure to do so could adversely affect the existence of or eligibility for any insurance coverage.

Further, please note that, in many instances, punitive damages may not be covered by the City's insurance policies. There may also be other policy exclusions, as well as limits respecting any coverage(s). Again, please address any exclusions, or limits on coverage for the subject claim(s), with the City's carrier(s), insurance broker, or legal counsel.

* * * *

If the foregoing is acceptable to the City, please sign below and return a copy of this letter to me.

If you have any questions at any time regarding the scope of our representation, the handling of any matter or the content of any invoice, please contact me at once. We are pleased to be of service to the City.

Sincerely,

/s/ Jeffrey M. Place

Jeffrey M. Place
Attorney at Law
(913) 251-3739 Direct
jeff.place@jacksonlewis.com
Jackson Lewis P.C.

Enclosure

Agreed to and Accepted by:

City of Blue Springs, Missouri

_____

By: _____

Title: _____

Date: _____

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: February 19, 2025

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

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

ISSUE/REQUEST

Passage of a Bill approving the issuance of general obligation bonds for the benefit of the City of Blue Springs, Missouri to provide funding for street projects.

BACKGROUND/JUSTIFICATION

This Bill approves the issuance of general obligation bonds (the "Bonds") to fund street projects as outlined below. Voters authorized the issuance of general obligation bonds with 74.63% of the vote (6,829 in favor) and 25.37% (2,322 opposed) at an election on August 6, 2024. On January 7, 2025, the City Council approved Resolution No. 05-2025 authorizing Baker Tilly (the City's municipal advisor) and Gilmore & Bell (the City's bond counsel) to proceed with the negotiated sale of the Bonds to Piper Sandler & Co., as underwriter.

The Bill authorizes the sale of the Bonds pursuant to specific parameters. The Bonds are scheduled to price on March 11, 2025, and the results of the sale will be reported to the City Council on March 17, 2025. The transaction is currently scheduled to close on March 27, 2025.

The Bill allows the issuance of up to $40,000,000 (the entire voter authorization), however, the Bonds will be issued only in an amount that may be paid utilizing the existing debt service levy rate and annual marijuana sales tax revenues. The exact principal amount will be determined based upon market conditions on the day of pricing.

PROJECT DESCRIPTION	ESTIMATED BUDGET
Downtown Master Plan Implementation	$ 5,000,000
Neighborhood Street Preservation	$ 15,000,000
Woods Chapel Road at 40 Hwy Intersection	$ 450,000
Adams Dairy Parkway to Duncan Road Right Turn Lane	$ 1,725,000
SW 12th Street from Southwest Southcrest Road to Wyatt Road	$ 4,885,000
Adams Dairy Parkway Streetlight Improvements	$ 2,100,000
Walnut Street Improvements from Woods Chapel Rd to 15th Street	$ 8,250,000
Mock Avenue from 7 Hwy to Sunnyside	$ 5,925,000

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
March 3, 2025	March 27, 2025

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill approving issuance of general obligation bonds

REVIEWED BY:

Requesting Director: ***Karen Van Winkle***	Budget: ***Karen Van Winkle***
Legal: ***Gilmore & Bell***	City Administrator: ***Christine Cates***

Introduced by Councilmember _____ **BILL NO. 5294**

ORDINANCE NO.____

ORDINANCE OF THE CITY COUNCIL

OF

CITY OF BLUE SPRINGS, MISSOURI

PASSED

MARCH 3, 2025

AUTHORIZING

NOT TO EXCEED $40,000,000
GENERAL OBLIGATION BONDS
SERIES 2025

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Exhibit A – Form of Current Interest Bonds
Exhibit B – Form of Capital Appreciation Bonds
Exhibit C – Form of Preliminary Official Statement
Exhibit D – Bond Purchase Agreement

Introduced by Councilmember _____ BILL NO. 5294

ORDINANCE NO. ___

AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $40,000,000 PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS, SERIES 2025 OF THE CITY OF BLUE SPRINGS, MISSOURI, AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS BY THE CITY

WHEREAS, the City of Blue Springs, Missouri (the "City"), is a constitutional charter city and political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, the City is authorized under the General Obligation Bond Law (as defined below), to incur indebtedness and issue and sell general obligation bonds of the City to evidence such indebtedness for lawful purposes, upon obtaining the approval of at least four-sevenths of the qualified electors of the City voting on the question to incur indebtedness at certain municipal, primary or general elections or two-thirds of the qualified electors of the City voting on the question to incur indebtedness at other elections; and

WHEREAS, pursuant to the provisions of the laws of the State of Missouri, the voters of the City, on August 6, 2024 (the "Election"), approved the issuance of $40,000,000 of general obligation bonds for the purpose of acquiring rights of way, designing, constructing, extending and improving the streets and roads within the City, including but not limited to (a) implementing the City's Neighborhood Street Preservation Program, (b) improvements to Mock from 7 Highway to Sunnyside, (c) improvements to Adams Dairy Parkway at Duncan Road, (d) implementing the Downtown Master Plan Capital Improvements, (e) widening and improving Walnut Street from Woods Chapel Road to 15th Street, (f) making Adams Dairy Parkway street light improvements, (g) constructing SW 12th Street from SW Southcrest Drive to Wyatt Road, and (h) improving the intersection of Woods Chapel Road and US 40 Highway (collectively, the "Project"); and

WHEREAS, the City has not previously issued any of the authorized general obligation bonds for the Project; and

WHEREAS, it is hereby found and determined that it is necessary for the City at this time to issue its General Obligation Bonds, Series 2025 (the "Bonds") in the amount of not to exceed $40,000,000 of the authorized general obligation bonds for the Project (using voted authority authorized for the Project in an amount not to exceed the full $40,000,000 authorized for such purpose); and

WHEREAS, it is hereby found and determined that it is necessary and advisable and in the best interest of the City and of its inhabitants at this time to authorize the issuance and delivery of the Bonds pursuant to the General Obligation Bond Law for the purposes aforesaid as herein provided.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLUE SPRINGS, MISSOURI, AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Ordinance shall have the following meanings:

"Arbitrage Instructions" means the arbitrage investment and rebate instructions included in the City's Federal Tax Certificate, as the same may be amended or supplemented in accordance with the provisions thereof.

"Authorized Denominations" means (a) with respect to any Current Interest Bonds, the principal amount of $5,000 or any integral multiple thereof, and (b) with respect to any Capital Appreciation Bonds, the principal amount of such Capital Appreciation Bonds such that the Maturity Amount thereof shall be $5,000 or any integral multiple thereof.

"Bond Counsel" means Gilmore & Bell, P.C., Kansas City, Missouri, or other attorneys or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the City.

"Bond Payment Date" means any date on which principal of, Compound Accreted Value or interest on any Bond is payable.

"Bond Purchase Agreement" means the Bond Purchase Agreement entered by and between the City and the Purchaser with respect to the Bonds.

"Bond Register" means the books for the registration, transfer and exchange of Bonds kept at the office of the Paying Agent.

"Bondowner" or **"Registered Owner"** means, when used with respect to any Bond, the Person in whose name such Bond is registered on the Bond Register.

"Bonds" means the General Obligation Bonds, Series 2025 authorized and issued by the City pursuant to this Ordinance.

"Business Day" means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its banking operations.

"Capital Appreciation Bonds" means the Bonds described in **Section 202** hereof (and designated as such in the Bond Purchase Agreement) which provide for interest to be compounded semiannually on March 1 and September 1 until paid at their Stated Maturity.

"Cede & Co." means Cede & Co., as nominee name of The Depository Trust Company, New York, New York, or any successor nominee of the Securities Depository with respect to the Bonds.

"City" means the City of Blue Springs, Missouri, and any successors or assigns.

"Code" means the Internal Revenue Code of 1986, as amended.

"Compound Accreted Value" means, with respect to any Capital Appreciation Bond, on any date of calculation, the initial principal amount of such Bond plus interest accrued and compounded from the date of such Bond to the date of calculation, as follows:

(1) if the date of calculation is March 1 or September 1 of any year, the Compound Accreted Value shall be the amount shown on the Table of Compound Accreted Values; and

(2) if the date of calculation is any date other than March 1 or September 1, the Compound Accreted Value shall be:

$$CAV_1 + [(CAV_2 - CAV_1) \times D/180]$$

where:

CAV_1 = the Compound Accreted Value of such Bond as of the March 1 or September 1 next preceding the date of calculation, as shown on the Table of Compound Accreted Values

CAV_2 = the Compound Accreted Value of such Bond as of the March 1 or September 1 next succeeding the date of calculation, as shown on the Table of Compound Accreted Values

D = the number of days from the March 1 or September 1 next preceding the date of calculation, to the date of calculation, using a 360-day year of twelve 30-day months.

"Current Interest Bonds" means the Bonds described in **Section 202** hereof which provide for the payment of interest semiannually on March 1 and September 1 in each year.

"Debt Service Fund" means the fund by that name referred to in **Section 501** hereof.

"Defaulted Interest" means interest on any Bond that is payable but not paid on any Interest Payment Date.

"Defeasance Obligations" means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates;

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust; and

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; or

(c) Cash.

"General Obligation Bond Law" means Article VI, Section 26 of the Constitution of Missouri, 1945, as amended and Section 95.115 et seq., of the Revised Statutes of Missouri, as amended.

"Interest Payment Date" means the Stated Maturity of an installment of interest on any Bond.

"Maturity" means, when used with respect to any Bond, the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

"Maturity Amount" means, with respect to any Capital Appreciation Bonds, the Compound Accreted Value of a Bond at Maturity.

"Ordinance" means this Ordinance adopted by the governing body of the City, as amended from time to time.

"Outstanding" means, when used with reference to the Bonds, as of any particular date of determination, all Bonds theretofore authenticated and delivered hereunder, except the following Bonds:

(a) Bonds theretofore cancelled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of **Section 701** hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

"Participants" means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

"Paying Agent" means UMB Bank, N.A., Kansas City, Missouri, and any successors or assigns.

"Permitted Investments" means any of the following securities, if and to the extent the same are at the time legal for investment of the City's funds:

(a) United States Government Obligations.

(b) bonds, notes or other obligations of the State of Missouri, or any political subdivision of the State of Missouri, that at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized rating service.

(c) repurchase agreements with any bank, bank holding company, savings and loan association, trust company, or other financial institution organized under the laws of the United States or any state, that are continuously and fully secured by any one or more of the securities described in clause (a), (b) or (d) and have a market value at all times at least equal to the principal amount of such repurchase agreement and are held in a custodial or trust account for the benefit of the City.

(d) obligations of Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks and Farm Service Agency.

(e) certificates of deposit or time deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state, provided that such certificates of deposit or time deposits shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are permitted by law, which shall have a market value at all times at least equal to the principal amount of such certificates of deposit or time deposits.

(f) any other securities or investments that are lawful for the investment of moneys held in such funds or accounts under the laws of the State of Missouri.

"Person" means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

"Project" has the meaning set out in the recitals hereto.

"Project Fund" means the fund by that name referred to in **Section 501**.

"Purchase Price" means the principal amount of the Bonds plus any accrued interest to the delivery date, plus any premium or less any discount, and less the underwriter's discount, as set forth in the Bond Purchase Agreement.

"Purchaser" means the original purchaser of the Bonds, as set out in the Bond Purchase Agreement.

"Record Date" for the interest payable on the Current Interest Bonds on any Interest Payment Date means the 15th day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

"Redemption Date" means, when used with respect to any Current Interest Bond to be redeemed, the date fixed for such redemption of such Bond pursuant to the terms of this Ordinance.

"Redemption Price" means, when used with respect to any Current Interest Bond to be redeemed, the price at which such Bond is to be redeemed pursuant to the terms of this Ordinance, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

"Replacement Bonds" means Bonds issued to the beneficial owners of the Bonds in accordance with **Section 209(b)** hereof.

"Securities Depository" means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

"Special Record Date" means the date fixed by the Paying Agent pursuant to **Section 204** hereof for the payment of Defaulted Interest.

"Stated Maturity" means, when used with respect to any Current Interest Bond or any installment of interest thereon, the date specified in such Current Interest Bond as the fixed date on which the principal of such Current Interest Bond or such installment of interest is due and payable, and when used with respect to any Capital Appreciation Bond, the date specified in such Capital Appreciation Bond as the fixed date on which the Maturity Amount on such Capital Appreciation Bond is due and payable.

"Table of Compound Accreted Values" means an exhibit to the Bond Purchase Agreement setting out the compound accreted value for each Maturity of the Capital Appreciation Bonds.

"United States Government Obligations" means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities that represent an undivided interest in such obligations, which obligations are held in a custodial or trust account for the benefit of the City.

ARTICLE II

AUTHORIZATION OF BONDS

Section 201. Authorization of Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation Bonds, Series 2025 of the City in a principal

amount of not to exceed $40,000,000 (the "Bonds") for the purpose of financing a portion of the costs of the Project and paying costs related to the issuance of the Bonds.

Section 202. Description of Bonds. The Bonds shall consist of fully registered bonds without coupons and shall be issued in Authorized Denominations. The Bonds shall consist of Current Interest Bonds and Capital Appreciation Bonds, all dated the date of original delivery of and payment for such Bonds. The Current Interest Bonds shall be numbered from 1 consecutively upward, with the number on each Current Interest Bond preceded by the letter "R". The Capital Appreciation Bonds shall be numbered from 1 consecutively upward, with the number on each Capital Appreciation Bond preceded by the letters "CR".

The Current Interest Bonds shall be substantially in the form set forth in **Exhibit A** attached hereto, shall be subject to registration, transfer and exchange as provided in **Section 205** hereof, and shall become due in the amounts and on the Stated Maturities set forth in the Bond Purchase Agreement, subject to the limitations set forth below. The Capital Appreciation Bonds shall be substantially in the form set forth in **Exhibit B** attached hereto, shall be subject to registration, transfer and exchange as provided in **Section 205** hereof, and shall become due in the accreted amounts and on the Stated Maturities set forth in the Bond Purchase Agreement, subject to the limitations set forth below.

The Bonds shall be subject to redemption and payment prior to their Stated Maturities and shall bear interest at the respective rates per annum, as set forth in the Bond Purchase Agreement; provided that (1) the principal amount of the Bonds shall not exceed $40,000,000, (2) the Bonds shall have a final maturity within 20 years of their dated date, (3) the Bonds shall have a weighted average maturity of not less than 14 years and not more than 16 years, (4) the Bonds shall bear interest at various interest rates not to exceed a true interest cost of 5.00% per annum, and (5) the Bonds shall be subject to optional redemption prior to maturity no later than 2035. The final terms of the Bonds shall be specified in the Bond Purchase Agreement upon the execution thereof, and the signatures of the officers of the City executing the Bond Purchase Agreement shall constitute conclusive evidence of their approval and the City's approval thereof.

The Current Interest Bonds shall bear interest at the above-specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 in each year, beginning on September 1, 2025.

The principal amount of the Capital Appreciation Bonds shall bear interest at the above-specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the dated date thereof (which shall be the date of original delivery of and payment for the Capital Appreciation Bonds), with interest compounded semiannually on March 1 and September 1 in each year, beginning on September 1, 2025.

Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be in substantially the form set forth in **Exhibit A** or **Exhibit B** attached hereto, as appropriate.

Section 203. Designation of Paying Agent. UMB Bank, N.A., Kansas City, Missouri is hereby designated as the City's paying agent for the payment of principal of and interest on the Bonds and bond registrar with respect to the registration, transfer and exchange of Bonds (the "Paying Agent").

The City will at all times maintain a Paying Agent meeting the qualifications herein described for the performance of the duties hereunder. The City reserves the right to appoint a successor Paying Agent by (1) filing with the Paying Agent then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent and appointing a successor, and (2) causing notice of the appointment of the successor Paying Agent to be given by first class mail to each Bondowner. The Paying Agent may resign upon giving written notice by first class mail to the City and the Registered Owners not less than 60 days prior to the date such resignation is to take effect. No resignation or removal of the Paying Agent shall become effective until a successor acceptable to the City has been appointed and has accepted the duties of Paying Agent.

Every Paying Agent appointed hereunder shall at all times be a commercial banking association or corporation or trust company authorized to do business in the State of Missouri, organized and doing business under the laws of the United States of America or of the State of Missouri, authorized under such laws to exercise trust powers and subject to supervision or examination by federal or state regulatory authority.

Section 204. Method and Place of Payment of Bonds. The principal, Redemption Price or Compound Accreted Value and interest on the Bonds shall be payable in any coin or currency of the United States of America that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal, Redemption Price or Compound Accreted Value of each Bond shall be paid at Maturity by check or draft to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the payment office of the Paying Agent.

The interest payable on each Current Interest Bond on any Interest Payment Date shall be paid to the Registered Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest by (a) check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register, or (b) in the case of an interest payment to (i) the Securities Depository, or (ii) any Registered Owner of $500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Registered Owner upon written notice given to the Paying Agent by such Registered Owner, not less than 5 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), ABA routing number and account name and account number to which such Registered Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Current Interest Bond shall cease to be payable to the Registered Owner of such Bond on the relevant Record Date and shall be payable to the Registered Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The District shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall

promptly notify the District of such Special Record Date and, in the name and at the expense of the District, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Registered Owner of a Bond entitled to such notice at the address of such Registered Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment on all Bonds and at least annually shall forward a copy or summary of such records to the City.

Section 205. Registration, Transfer and Exchange of Bonds. The City covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Paying Agent as herein provided. Each Bond when issued shall be registered in the name of the owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the payment office of the Paying Agent, the Paying Agent shall transfer or exchange such Bond for a new Bond or Bonds in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange. Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Registered Owner thereof or by the Registered Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. The City shall pay the fees and expenses of the Paying Agent for the registration, transfer and exchange of Bonds provided for by this Ordinance and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees and expenses of the Paying Agent, are the responsibility of the Registered Owners of the Bonds. In the event any Registered Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Registered Owner hereunder or under the Bonds.

The City and the Paying Agent shall not be required to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to **Section 303** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption.

The City and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, said Bond and for all other purposes. All payments so made to any such Registered Owner or upon the Registered Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Paying Agent, the Bond Register may be inspected and copied by the Registered Owners of 10% or more in principal

amount of the Bonds then Outstanding or any designated representative of such Registered Owners whose authority is evidenced to the satisfaction of the Paying Agent.

Section 206. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be signed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk and shall have the official seal of the City affixed or imprinted thereon. In case any officer whose signature appears on any Bond ceases to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor and City Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and, when duly executed and registered, to deliver the Bonds to the Paying Agent for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form set forth in **Exhibit A** or **Exhibit B** attached hereto, as applicable, which shall be manually executed by an authorized officer or employee of the Paying Agent, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Ordinance or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Paying Agent. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Ordinance. Upon authentication, the Paying Agent shall deliver the Bonds to or upon the order of the Purchaser upon payment of the Purchase Price of the Bonds plus accrued interest thereon to the date of their delivery.

Section 207. Mutilated, Destroyed, Lost and Stolen Bonds. If (a) any mutilated Bond is surrendered to the Paying Agent or the Paying Agent receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Paying Agent such security or indemnity as may be required by the Paying Agent, then, in the absence of notice to the Paying Agent that such Bond has been acquired by a bona fide purchaser, the City shall execute and the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Paying Agent, in its discretion, may pay such Bond instead of delivering a new Bond.

Upon the issuance of any new Bond under this Section, the City may require the payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the City, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds.

Section 208. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be canceled by the Paying Agent promptly upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate describing the Bonds so canceled and destroyed and shall file an executed counterpart of such certificate with the City.

Section 209. Book-Entry Bonds; Securities Depository.

(a) The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no beneficial owner will receive certificates representing their respective interest in the Bonds, except in the event the Paying Agent issues Replacement Bonds as provided in subsection (b) hereof. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of the Bonds to the Participants until and unless the Paying Agent authenticates and delivers Replacement Bonds to the beneficial owners as described in subsection (b).

(b) (1) If the City determines (A) that the Securities Depository is unable to properly discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (C) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Bondowner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, or (2) if the Paying Agent receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Bondowner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, then the Paying Agent, in accordance with the operational arrangements of the Securities Depository, shall notify the Bondowners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Paying Agent shall register in the name of and authenticate and deliver Replacement Bonds to the beneficial owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (1)(A) or (1)(B) of this subsection (b), the City, with the consent of the Paying Agent, may select a successor securities depository in accordance with **Section 209(c)** hereof to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository or its nominee is the registered owner of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Paying Agent, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the City, the Paying Agent or Bondowners are unable to locate a qualified successor of the Securities Depository in accordance with **Section 209(c)** hereof, then the Paying Agent shall authenticate and cause delivery of Replacement Bonds to Bondowners, as provided herein. The Paying Agent may rely on information from the Securities Depository and its Participants as to the names of, addresses of, and the principal amount of the Bonds held by, the beneficial owners of the Bonds. The cost of mailing notices, printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the City.

(c) In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing

agency under the Securities and Exchange Act of 1934, as amended, the City may appoint a successor Securities Depository provided the Paying Agent receives written evidence satisfactory to the Paying Agent with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository that is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Paying Agent upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

Section 210. Preliminary Official Statement and Final Official Statement. The Preliminary Official Statement, in the form on file with the City and attached hereto as **Exhibit C,** is hereby ratified and approved and the Final Official Statement is hereby authorized and approved by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transactions related to the issuance of the Bonds. The Mayor is hereby authorized to execute the Final Official Statement as so supplemented, amended and completed, and the use and public distribution of the Final Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the City are hereby authorized to execute and deliver a certificate pertaining to such Final Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the City hereby deems the information regarding the City contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and the appropriate officers of the City are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of such rule.

The City agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the Final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 211. Sale of Bonds. The sale of the Bonds to the Purchaser at a Purchase Price set forth in the Bond Purchase Agreement in substantially the form of such agreement on file with the City and attached hereto as **Exhibit D**, with an underwriter's discount not to exceed 0.38% of the principal amount of the Bonds, is hereby authorized. The Mayor is authorized to execute the Bond Purchase Agreement with such changes therein as such official deems appropriate, for and on behalf of and as the act and deed of the City, such officer's signature thereon being conclusive evidence of such official's and the City's approval thereof. Delivery of the Bonds shall be made to the Purchaser as soon as practicable after the adoption of this Ordinance and the execution of the Bond Purchase Agreement, upon payment therefor in accordance with the terms of sale.

ARTICLE III

OPTIONAL REDEMPTION OF BONDS

Section 301. Redemption of Bonds. The Current Interest Bonds shall be subject to redemption prior to maturity as set forth in the Bond Purchase Agreement, subject to the limitations provided in this Ordinance. The Capital Appreciation Bonds shall not be subject to redemption prior to maturity.

Section 302. Selection of Bonds to Be Redeemed.

(a) The Paying Agent shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Paying Agent at least 35 days prior to the Redemption Date of written instructions of the City specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. If the Bonds are refunded more than 90 days in advance of such Redemption Date, any escrow agreement entered into by the City in connection with such refunding shall provide that such written instructions to the Paying Agent shall be given by or on behalf of the City not more than 90 days prior to the Redemption Date. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in **Section 303** are met. The foregoing provisions of this paragraph shall not apply to the mandatory redemption of Bonds hereunder, and Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the City and whether or not the Paying Agent shall hold moneys available and sufficient to effect the required redemption.

(b) Bonds shall be redeemed only in the principal amount of $5,000 or any integral multiple thereof. When less than all of the Outstanding Bonds are to be redeemed, such Bonds shall be redeemed from the Stated Maturities selected by the City, and Bonds of less than a full Stated Maturity shall be selected by the Paying Agent in $5,000 units of principal amount by lot or in such other equitable manner as the Paying Agent may determine.

(c) In the case of a partial redemption of Bonds when Bonds of denominations greater than $5,000 are then Outstanding, then for all purposes in connection with such redemption each $5,000 of face value shall be treated as though it were a separate Bond of the denomination of $5,000. If it is determined that one or more, but not all, of the $5,000 units of face value represented by any Bond are selected for redemption, then upon notice of intention to redeem such $5,000 unit or units, the Registered Owner of such Bond or the Registered Owner's duly authorized agent shall present and surrender such Bond to the Paying Agent (1) for payment of the Redemption Price and interest to the Redemption Date of such $5,000 unit or units of face value called for redemption, and (2) for exchange, without charge to the Registered Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Registered Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of the $5,000 unit or units of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. Unless waived by any Registered Owner of Bonds to be redeemed, official notice of any redemption shall be given by the Paying Agent on behalf of the City by mailing a copy of an official redemption notice by first class mail at least 20 days prior to the Redemption Date to the Purchaser of the Bonds and each

Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register.

All official notices of redemption shall be dated and shall contain the following information:

(a) the Redemption Date;

(b) the Redemption Price;

(c) if less than all Outstanding Bonds of a maturity are to be redeemed, the identification (such identification to include interest rates, maturities, CUSIP numbers and such additional information as the Paying Agent may reasonably determine) of the Bonds to be redeemed;

(d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

(e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the payment office of the Paying Agent.

The failure of any Registered Owner to receive notice given as heretofore provided or any defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on that date.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the City defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Registered Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be canceled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, further notice shall be given by the Paying Agent on behalf of the City as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed.

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Bonds being redeemed; (2) the date of issue of the Bonds as originally issued; (3) the rate of interest borne by each Bond being redeemed; (4) the maturity date of each Bond being redeemed; and (5) any other descriptive information needed to identify accurately the Bonds being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Bondowners by facsimile, first class, registered or certified mail or overnight delivery, as determined by the Paying Agent, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed the CUSIP number of the Bonds being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Paying Agent shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the beneficial owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a beneficial owner of a Bond (having been mailed notice from the Paying Agent, the Securities Depository, a Participant or otherwise) to notify the beneficial owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

ARTICLE IV

SECURITY FOR AND PAYMENT OF BONDS

Section 401. Security for the Bonds. The Bonds shall be general obligations of the City payable from ad valorem taxes that may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the Bonds as the same become due.

Section 402. Levy and Collection of Annual Tax. For the purpose of providing for the payment of the Bonds as the same become due, there is hereby levied upon all of the taxable tangible property within the City a direct annual tax sufficient to produce the amounts necessary for the payment of the Bonds as the same become due and payable in each year.

The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the City are levied and collected. The proceeds derived from said taxes shall be deposited in the Debt Service Fund, shall be kept separate and apart from all other funds of the City and shall be used for the payment of the Bonds as and when the same become due and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the Bonds when due, the Finance Director is hereby authorized and directed to pay said Bonds out of the general funds of the City and to reimburse said general funds for money so expended when said taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS; DEPOSIT AND APPLICATION OF MONEYS

Section 501. Establishment of Funds. There have been or shall be established in the treasury of the City and shall be held and administered by the Finance Director of the City the following separate funds:

(a) Project Fund.
(b) Debt Service Fund.

Section 502. Deposit of Bond Proceeds. The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds as follows:

(a) All accrued interest received from the sale of the Bonds shall be deposited in the Debt Service Fund and applied in accordance with **Section 503** hereof.

(b) The remaining balance of the proceeds derived from the sale of the Bonds shall be deposited in the Project Fund and shall be applied in accordance with **Section 507** hereof.

Section 503. Application of Moneys in Debt Service Fund. All amounts paid and credited to the Debt Service Fund shall be expended and used by the City for the purpose of paying the Bonds as and when the same become due and the usual and customary fees and expenses of the Paying Agent. The Finance Director is authorized and directed to withdraw from the Debt Service Fund sums sufficient to pay the Bonds and the fees and expenses of the Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner that ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Paying Agent will become due. If, through the lapse of time or otherwise, the Registered Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the City. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance and shall be held in trust by the Paying Agent for the benefit of the Registered Owners of the Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Fund after the retirement of the indebtedness for which the Bonds were issued and all other indebtedness of the City shall be transferred and paid into the general fund of the City or as otherwise required by law.

Section 504. Deposits and Investment of Moneys. Moneys in each of the funds created by and referred to in this Ordinance shall be deposited in a bank or banks or other legally permitted financial institutions authorized to do business in the State of Missouri that are members of the Federal Deposit Insurance Corporation. All such deposits shall be continuously and adequately secured by the financial institutions holding such deposits as provided by the laws of the State of Missouri. All moneys held in the funds created by this Ordinance shall be kept separate and apart from all other funds of the City so that there shall be no commingling of such funds with any other funds of the City.

Moneys held in any fund referred to in this Ordinance may be invested by the Finance Director at the direction of the City Council, in accordance with this Ordinance and the Arbitrage Instructions, in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any fund shall accrue to and become a part of such fund.

Section 505. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal or Compound Accreted Value thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent, all liability of the City to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Ordinance or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due at Maturity, the Paying Agent shall repay to the City without liability for interest thereon the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Registered Owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the City or the Paying Agent shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 506. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of the Bonds need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

Section 507. Application of Moneys in the Project Fund. Moneys in the Project Fund shall be used by the City solely for the purpose of paying the costs of the Project for which the Bonds have been voted and authorized, in accordance with the plans and specifications therefor prepared by the City's architects or engineers heretofore approved by the City Council and on file in the office of the City Clerk, including any alterations in or amendments to said plans and specifications deemed advisable and approved by the City, and paying the costs and expenses of issuing the Bonds.

The Finance Director shall make withdrawals from the Project Fund only upon duly authorized and executed order of the City Council therefor for a purpose within the scope of this Ordinance. Upon completion of the purpose for which the Bonds have been issued, any surplus remaining in the Project Fund shall be transferred to and deposited in the Debt Service Fund.

ARTICLE VI

REMEDIES

Section 601. Remedies. The provisions of this Ordinance, including the covenants and agreements herein contained, shall constitute a contract between the City and the Registered Owners of the Bonds, and the Registered Owner or Owners of not less than 10% in principal amount

of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Registered Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Registered Owner or Owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Ordinance or by the constitution and laws of the State of Missouri;

(b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things that may be unlawful or in violation of the rights of the Registered Owners of the Bonds.

Section 602. Limitation on Rights of Bondowners. The covenants and agreements of the City contained herein and in the Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Bonds. All of the Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the Bonds, or otherwise, except as to rate of interest, or date of Maturity or right of prior redemption as provided in this Ordinance. No one or more Bondowners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Registered Owners of such Outstanding Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Bondowners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies consequent thereon. No delay or omission of any Bondowner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owners of the Bonds by this Ordinance may be enforced and exercised from time to time and as often as may be deemed expedient. If any suit, action or proceedings taken by any Bondowner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to such Bondowner, then, and in every such case, the City and the Registered Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Bondowners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Bonds or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Ordinance and the pledge of the City's faith and credit hereunder and all other rights granted hereby shall terminate

with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Ordinance if there has been deposited with the Paying Agent, or other commercial bank or trust company authorized to do business in the State of Missouri and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations that, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the Bonds to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds are to be redeemed prior to their Stated Maturity, (1) the City has elected to redeem such Bonds, and (2) either notice of such redemption has been given, or the City has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Paying Agent to give such notice of redemption in compliance with **Section 303** of this Ordinance. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the City, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Registered Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or other bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Ordinance.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 801. Tax Covenants.

(a) The City covenants and agrees that (1) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from federal gross income of the interest on the Bonds, and (2) it will not use or permit the use of any proceeds of Bonds or any other funds of the City, nor take or permit any other action, or fail to take any action, that would adversely affect the exclusion from federal gross income of the interest on the Bonds. The City will also adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with other applicable future law, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the City.

(b) The City covenants and agrees that (1) it will use the proceeds of the Bonds as soon as practicable and with all reasonable dispatch for the purposes for which the Bonds are issued, and (2) it will not invest or directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the City in any manner, or take or omit to take any action, that would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.

(c) The City covenants and agrees that it will pay or provide for the payment from time to time of all rebatable arbitrage to the United States pursuant to Section 148(f) of the Code and the Arbitrage Instructions. This covenant shall survive payment in full or defeasance of the Bonds. The Arbitrage Instructions may be amended or replaced if, in the opinion of Bond Counsel nationally recognized on the subject of municipal bonds, such amendment or replacement will not adversely affect the exclusion from federal gross income of the interest on the Bonds.

(d) The City covenants and agrees that it will not use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, (1) in a manner that would cause any Bond to be a “private activity bond” within the meaning of Section 141(a) of the Code, or (2) to make or finance a loan to any Person.

(e) The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to **Article VII** of this Ordinance or any other provision of this Ordinance, until the final maturity date of all Bonds Outstanding.

Section 802. Principal Amount of the Bonds. In determining whether the Bondowners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Ordinance, the term "principal amount" shall mean the principal amount of Current Interest Bonds Outstanding as of the date of determination and the Compound Accreted Value of Capital Appreciation Bonds as of the most recent Interest Payment Date preceding such date.

Section 803. Annual Audit. Annually, promptly after the end of the fiscal year, the City will cause an audit to be made of its funds and accounts for the preceding fiscal year by an independent public accountant or firm of independent public accountants. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the City Clerk, and a duplicate copy of the audit shall be submitted to the Municipal Securities Rulemaking Board through the Electronic Municipal Market Access system. Such audits shall at all times during the usual business hours be open to the examination and inspection by any Registered Owner of any of the Bonds, or by anyone acting for or on behalf of such Registered Owner.

As soon as possible after the completion of the annual audit, the governing body of the City shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Ordinance, the City shall promptly cure such deficiency.

Section 804. Amendments. The rights and duties of the City and the Bondowners, and the terms and provisions of the Bonds or of this Ordinance, may be amended or modified at any time in any respect by ordinance of the City with the written consent of the Registered Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Registered Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk, but no such modification or alteration shall:

(a) extend the maturity of any payment due upon any Bond;

(b) effect a reduction in the amount that the City is required to pay on any Bond;

(c) alter the redemption terms of the Bonds;

(d) permit preference or priority of any Bond over any other Bond; or

(e) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Ordinance.

Any provision of the Bonds or of this Ordinance may, however, be amended or modified by ordinance duly adopted by the governing body of the City at any time in any legal respect with the written consent of the Registered Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Bondowners, the City may amend or supplement this Ordinance for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein that is not materially adverse to the security of the Bondowners.

Every amendment or modification of the provisions of the Bonds or of this Ordinance, to which the written consent of the Bondowners is given, as above provided, shall be expressed in an ordinance adopted by the governing body of the City amending or supplementing the provisions of this Ordinance and shall be deemed to be a part of this Ordinance. A certified copy of every such amendatory or supplemental ordinance, if any, and a certified copy of this Ordinance shall always be kept on file in the office of the City Clerk and shall be made available for inspection by the Registered Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Ordinance, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance or of this Ordinance will be sent by the City Clerk to any such Bondowner or prospective Bondowner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the City Clerk a copy of the ordinance of the City hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Registered Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The City shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Ordinance that affects the duties or obligations of the Paying Agent under this Ordinance.

Section 805. Notices, Consents and Other Instruments by Bondowners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Bondowners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondowners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, (except for the assignment of ownership of a Bond as provided for in the form of the Bond set forth in **Exhibit A** attached hereto), if made in the following manner, shall be sufficient for any of the purposes of this Ordinance, and shall be conclusive in favor of the City and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Registered Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Ordinance, Bonds owned by the City shall be disregarded and deemed not to be Outstanding under this Ordinance, except that, in determining whether the Bondowners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or

waiver, only Bonds which the Bondowners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned that have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Bondowners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the City.

Section 806. Further Authority. The officers of the City, including the Mayor, the Mayor Pro Tem, the City Administrator, the Finance Director and City Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 807. Severability. If any section or other part of this Ordinance, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

Section 808. Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 809. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the City Council and approval by the Mayor.

Section 810. Electronic Transaction. The transaction described herein may be conducted and related documents may be received, delivered or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

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PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 3rd day of March 2025.

CITY OF BLUE SPRINGS, MISSOURI

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

EXHIBIT A
TO ORDINANCE

(FORM OF CURRENT INTEREST BONDS)

UNITED STATES OF AMERICA
STATE OF MISSOURI

Registered **Registered**
No. R-__ **$_____**

CITY OF BLUE SPRINGS, MISSOURI
GENERAL OBLIGATION BOND
SERIES 2025

Interest Rate	Maturity Date	Dated Date	CUSIP Number
%		_____ __, 2025	

REGISTERED OWNER: **CEDE & CO.**

PRINCIPAL AMOUNT: **_____DOLLARS**

THE CITY OF BLUE SPRINGS, MISSOURI, a charter city and political subdivision of the State of Missouri (the "City"), for value received, hereby acknowledges itself to be indebted and promises to pay to the registered owner shown above, or registered assigns, the principal amount shown above on the maturity date shown above, unless called for redemption prior to said maturity date, and to pay interest thereon at the interest rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months) from the Dated Date shown above or from the most recent interest payment date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 in each year, beginning on September 1, 2025, until said principal amount has been paid.

The principal or Redemption Price of this Bond shall be paid at maturity or upon earlier redemption by check or draft to the person in whose name this Bond is registered at the maturity or Redemption Date thereof, upon presentation and surrender of this Bond at the payment office of **UMB BANK, N.A.**, Kansas City, Missouri (the "Paying Agent"). The interest payable on this Bond on any interest payment date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Paying Agent at the close of business on the Record Date for such interest, which shall be the 15th day (whether or not a Business Day) of the calendar month next preceding the interest payment date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or (b) in the case of an interest payment to the Securities Depository or any Registered Owner of $500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Registered Owner upon written notice given to the Paying Agent by such Owner, not less than 5 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), ABA routing number and account name and

account number to which such Registered Owner wishes to have such transfer directed. The principal or Redemption Price of and interest on the Bonds shall be payable by check or draft in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

THE TERMS AND PROVISIONS OF THIS BOND ARE CONTINUED ON THE REVERSE SIDE HEREOF AND SUCH CONTINUED TERMS AND PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Paying Agent.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions and things required to be done and to exist precedent to and in the issuance of the Bonds have been done and performed and do exist in due and regular form and manner as required by the constitution and laws of the State of Missouri; that a direct annual tax upon all taxable tangible property situated in the City has been levied for the purpose of paying the Bonds when due; and that the total indebtedness of the City, including this Bond and the series of which it is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the **CITY OF BLUE SPRINGS, MISSOURI**, has caused this Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk and its official seal to be affixed or imprinted hereon.

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within-mentioned Ordinance.

Registration Date: _____

UMB BANK, N.A.,
Paying Agent

By _____

Authorized Signatory

CITY OF BLUE SPRINGS, MISSOURI

By: _____
Mayor

(Seal)

ATTEST:

_____
City Clerk

(FORM OF REVERSE SIDE OF BOND)

ADDITIONAL PROVISIONS

This Bond is one of an authorized series of bonds of the City designated "General Obligation Bonds, Series 2025," aggregating the principal amount of $_____ (the "Bonds"), issued by the City for the purpose of financing the costs of the Project, under the authority of and in full compliance with the constitution and laws of the State of Missouri, and pursuant to an election duly held in the City and an ordinance duly passed (the "Ordinance") and proceedings duly and legally had by the governing body of the City. Capitalized terms not defined herein shall have the meaning set forth in the Ordinance.

At the option of the City, Current Interest Bonds or portions thereof may be redeemed and paid prior to maturity in whole or in part at any time on September 1, 20__, and thereafter, at the Redemption Price of 100% of the principal amount thereof, plus accrued interest thereon to the Redemption Date.

Bonds shall be redeemed only in Authorized Denominations. When less than all of the Outstanding Bonds are to be redeemed, such Bonds shall be redeemed from Stated Maturities selected by the City, and Bonds of less than a full Stated Maturity shall be selected by the Paying Agent in $5,000 units of principal amount by lot or in such other equitable manner as the Paying Agent may determine.

Notice of redemption, unless waived, is to be given by the Paying Agent by mailing an official redemption notice by first class mail at least 20 days prior to the Redemption Date to each Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register maintained by the Paying Agent. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the City defaults in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest.

The Bonds constitute general obligations of the City payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

The Bonds are issuable in the form of fully registered Bonds without coupons in Authorized Denominations.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Ordinance. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations pursuant to the Ordinance being

evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The City and the Paying Agent will recognize the Securities Depository nominee, while the registered owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The City and the Paying Agent will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements among the City, the Paying Agent and the Securities Depository.

EXCEPT AS OTHERWISE PROVIDED IN THE ORDINANCE, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Bond may be transferred or exchanged, as provided in the Ordinance, only on the Bond Register kept for that purpose at the payment office of the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Paying Agent duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance and upon payment of the charges therein prescribed. The City and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

The proceedings relating to the issuance of the Bonds have been presented to and filed with the State Auditor of Missouri, who has examined the same and has issued a certificate that such proceedings comply with the laws of the State of Missouri and that the conditions of the contract under which the Bonds were ordered to be issued have been complied with.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

_____

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Bond on the books kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: _____

_____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Medallion Signature Guarantee:

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of the Bonds:

GILMORE & BELL
A Professional Corporation
2405 Grand Boulevard
Suite 1100
Kansas City, Missouri 64108

(LEGAL OPINION OF BOND COUNSEL)

EXHIBIT B
TO ORDINANCE

(FORM OF CAPITAL APPRECIATION BONDS)

UNITED STATES OF AMERICA
STATE OF MISSOURI

Registered **Registered Maturity Amount**
No. CR-__ **$_____**

CITY OF BLUE SPRINGS, MISSOURI
GENERAL OBLIGATION BOND
SERIES 2025

Interest Rate	Maturity Date	Dated Date	CUSIP Number
%		_____ __, 2025	

REGISTERED OWNER: CEDE & CO.

ORIGINAL PRINCIPAL AMOUNT: _____DOLLARS

MATURITY AMOUNT: _____DOLLARS

THE CITY OF BLUE SPRINGS, MISSOURI, a charter city and political subdivision of the State of Missouri (the "City"), for value received, hereby acknowledges itself to be indebted and promises to pay to the registered owner shown above, or registered assigns, the Maturity Amount shown above on the Maturity Date shown above, representing the Original Principal Amount shown above plus interest accrued and compounded thereon at the interest rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months) from the Dated Date shown above to the Maturity Date shown above, with interest compounded semiannually on March 1 and September 1 in each year, beginning on September 1, 2025, to the Compound Accreted Values provided in the Ordinance (defined herein), until said Maturity Amount has been paid.

The principal of and interest accrued and compounded on this Bond shall be paid at maturity by check or draft to the person in whose name this Bond is registered at the maturity date thereof, upon presentation and surrender of this Bond at the payment office of **UMB BANK, N.A.,** Kansas City, Missouri (the "Paying Agent"). The principal of and interest accrued and compounded on the Bonds shall be payable by check or draft in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

THE TERMS AND PROVISIONS OF THIS BOND ARE CONTINUED ON THE REVERSE SIDE HEREOF AND SUCH CONTINUED TERMS AND PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication hereon has been executed by the Paying Agent.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions and things required to be done and to exist precedent to and in the issuance of the Bonds have been done and performed and do exist in due and regular form and manner as required by the constitution and laws of the State of Missouri; that a direct annual tax upon all taxable tangible property situated in the City has been levied for the purpose of paying the Bonds when due; and that the total indebtedness of the City, including this Bond and the series of which it is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the **CITY OF BLUE SPRINGS, MISSOURI**, has caused this Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk and its official seal to be affixed or imprinted hereon.

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within-mentioned Ordinance.

Registration Date: _____

UMB BANK, N.A.,
Paying Agent

By _____

Authorized Signatory

CITY OF BLUE SPRINGS, MISSOURI

By: _____
Mayor

(Seal)

ATTEST:

_____
City Clerk

(FORM OF REVERSE SIDE OF BOND)

ADDITIONAL PROVISIONS

This Bond is one of an authorized series of bonds of the City designated "General Obligation Bonds, Series 2025," aggregating the principal amount of $_____ (the "Bonds"), issued by the City for the purpose of financing the costs of the Project, under the authority of and in full compliance with the constitution and laws of the State of Missouri, and pursuant to an election duly held in the City and an ordinance duly passed (the "Ordinance") and proceedings duly and legally had by the governing body of the City. Capitalized terms not defined herein shall have the meaning set forth in the Ordinance.

The Capital Appreciation Bonds are not subject to redemption prior to maturity.

The Bonds constitute general obligations of the City payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

The Bonds are issuable in the form of fully registered Bonds without coupons in Authorized Denominations.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Ordinance. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations pursuant to the Ordinance being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The City and the Paying Agent will recognize the Securities Depository nominee, while the registered owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The City and the Paying Agent will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements among the City, the Paying Agent and the Securities Depository.

EXCEPT AS OTHERWISE PROVIDED IN THE ORDINANCE, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Bond may be transferred or exchanged, as provided in the Ordinance, only on the Bond Register kept for that purpose at the payment office of the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Paying Agent duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance and upon payment of the charges therein prescribed. The City and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

The proceedings relating to the issuance of the Bonds have been presented to and filed with the State Auditor of Missouri, who has examined the same and has issued a certificate that such proceedings comply with the laws of the State of Missouri and that the conditions of the contract under which the Bonds were ordered to be issued have been complied with.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

_____

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Bond on the books kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: _____

_____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Medallion Signature Guarantee:

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of the Bonds:

GILMORE & BELL
A Professional Corporation
2405 Grand Boulevard
Suite 1100
Kansas City, Missouri 64108

(LEGAL OPINION OF BOND COUNSEL)

EXHIBIT C
TO ORDINANCE

PRELIMINARY OFFICIAL STATEMENT

EXHIBIT D
TO ORDINANCE

BOND PURCHASE AGREEMENT

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: February 12, 2025

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

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

ISSUE/REQUEST

Griffin Riley Property Group Vice President, Jake Loveless and Director of Acquisitions & Entitlements, Matt Tapp, will present a proposal for the redevelopment of 23 acres owned by the City on the southeast intersection of Adams Dairy Parkway and R.D. Mize Road. Upon completion of the presentation, a Resolution designating the developer, authorizing City staff to enter into a Funding Agreement, and negotiate a Development Performance and Sale Agreement with Griffin Riley Property Group is in order.

BACKGROUND/JUSTIFICATION

Ordnance No. 5345, approved July 15, 2024, declared the City-owned property on Adams Dairy Parkway as surplus and directed staff to solicit offer for sales and development with a minimum sales price of $2,170,000. A subsequent Addendum 1 to the RFP was posted on October 14, 2024 extending the submission date to December 3, 2024. The City of Blue Springs posted a Request for Proposal (RFP) on its website on July 18, 2024. The RFP was also directly emailed to a regional and national email group of approximately 50 development firms. The RFP sought a developer to plan, prepare, and commission a feasible development plan for 23 acres of City-owned land located at the southeast intersection of Adams Dairy Parkway and R.D. Mize Road.

The City received two proposals: one from Griffin Riley Property Group and the other from Flaherty and Collins Properties.

The RFP Review Team consisted of eight voting members: Mayor Chris Lievsay, Councilmember Galen Ericson, Councilmember Katie Tholen, Councilmember Nick Brummel, City Administrator Christine Cates, Assistant City Administrator Dennis Dovel, Senior Director of City Development Mike Mallon, and Economic Development Council Member Zachary Harrell.

The RFP Review Team met with both development teams on February 10. Griffin Riley Property Group presented in the morning, followed by a site visit. Flaherty and Collins Properties presented in the afternoon, with a site visit afterward. At the conclusion of the afternoon session, the team deliberated and scored the two proposals. The Griffin Riley Property Group proposal received the highest score.

A Resolution designating the developer, authorizing City staff to enter into a Funding Agreement and negotiate a Development Performance and Sale Agreement will outline the City and the Developer's respective obligations and establish the standards and conditions governing the development of the subject property.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
February 18, 2025	April 18, 2025

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

City-owned property at Adams Dairy Parkway RFP

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Griffin Riley Property Group RFP Response
2. Griffin Riley Property Group RFP Review Team Presentation
3. Addendum #1 and Request for Proposals (RFP) Purchase of City-owned Property on Adams Dairy Parkway Issued: July 16, 2024
4. Griffin Riley Property Group City Council Presentation
5. Resolution

REVIEWED BY:

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

GRIFFIN RILEY

ATTACHMENT 1

The City of Blue Springs Missouri

Purchase of City-Owned Property on Adams Dairy Parkway RFP | Response & Proposal

Mike Mallon
City Development Director
City of Blue Springs, Missouri
903 West Main Street
Blue Springs, MO 64015

Dear Mr. Mallon,

The team at Griffin Riley Property Group, LLC ("GRPG") is very pleased to submit the attached response and proposal for consideration of the Purchase of City Owned Property on Adams Dairy Parkway RFP. We have the proven expertise and resources to fully deliver our proposal from concept to ribbon cutting. I will be the principal point of contact throughout the entirety of our partnership.

If selected, we will negotiate in good faith with the City. To the best of our knowledge, GRPG is not in arrears in the payment of any obligation due and owing to the State of Missouri, City of Blue Springs, nor Jackson County, including tax payments and employee benefits, and that it shall not become so during the term of the agreement, if selected. We know of no personal or professional interest which could be a possible conflict of interest in contracting with the City.

Our proposal is valid for a minimum of 120 days from the submission deadline of October 18, 2024. Additionally, we will conform and accept responsibility for compliance with all applicable federal, state, and local laws, ordinances, and regulations.

Enclosed for your review is our full submittal including a detailed narrative of our proposal, conceptual development plan, and company introduction.

Please let me know if you have any questions as we look forward to our continued conversations about this exciting opportunity.

Respectfully,

Matthew (Matt) M. Tapp
Director of Acquisitions & Entitlements
Griffin Riley Property Group (GRPG), LLC
21 SE 29th Terrace, Lee's Summit, MO 64082
Office: (816) 366-7900
Cell: (816) 726-7841

Proposal Details

Our proposal described in further detail below will deliver a new upscale, vibrant mixed-use town center development offering destination retail shopping, dining, office, and luxury apartment living to support those core uses.

Offer Price: $2,170,000

We do not anticipate our proposal requiring any local or state government support or action other than review and approval of the applicable development and incentives application(s).

CONCEPTUAL DEVELOPMENT PLAN

Exclusive Shopping, Dining, & Working

Positioned along the frontage of Adams Dairy Parkway, we intend to develop prime commercial-grade flex structures that are designed to attract prime office and/or retail commercial uses. Office uses could include professional and/or medical businesses.

Building A

- 6,000 +/- square feet
- Situated on a 1.70 +/- acre site
- Approximately 30 +/- parking stalls

Building B

- 18,000 +/- square feet
- Situated on a 2.68 +/- acre site
- Approximately 50 +/- parking stalls

Luxury Living

Situated on the remaining 18.2 +/- acres behind the office/retail flex, we intend to develop a best-in-class luxury apartment community of approximately 322 residences across 6 buildings totaling over 282,000 square feet.

Each apartment home will offer residents comfortable lavish living with an array of best-in-class amenities. This complete, well-designed community will feature:

- Tech-Smart Clubhouse with Business/Media Center/Cyber Café/Wi-Fi & Resident Game Room
- Elevator Service
- Coworking Space
- Outdoor Resort-Style Swimming with Lap Pool Area
- Pet Park with Pet Friendly Features
- Golf Simulator
- Guest Suite
- Kids Playset and Play Area
- Pond with Water Feature

GRIFFIN RILEY PROPERTY GROUP, LLC | 21 SE 29th Terrace, Lee's Summit, MO 64082 | (816) 366-7900 Office

- Outdoor Living Area with Poolside Bar, Fireplaces & Grills
- Recycling Program
- Four-sided Architecture
- Additional dedicated street parking spaces
- Walking Trails with common open space
- Attached Private Garages
- Walkout Basements
- Pickleball Courts
- Comprehensive Site Interconnectivity

Introductory Renderings

The following are graphical renderings of our vision for what we intend to deliver as part of our proposal. All graphics are representative of planned finishes and subject to adjustments based on further collaboration with City leadership.

EXCLUSIVE SHOPPING, DINING, & WORKING



Exterior (Front)



LUXURY LIVING



Clubhouse (Front)



Clubhouse (Back)



Apartment Buildings



ANTICIPATED TIMELINE

The following dates are estimates based on current knowledge, and subject to change based on impacts such as weather, market conditions, and overall economic climate.

- **Q1 2025** • RFP Selection
- **Q2 2025** • Preliminary Development Plan (PDP) & Incentives
- **Q4 2025** • Final Development Plan (FDP)
- **Q2 2026** • Request Building Permits
- **Q3 2026** • Commence Construction of Luxury Apartment Homes
- **Q3 2027** • Commence Construction of Office/Retail Flex

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PRELIMINARY FINANCIALS

We have assembled the following preliminary estimated budget figures for our proposal. It is important to note that these numbers are solely preliminary based on the best information available at the time of their creation and will adjust based on more detailed evaluation and analysis during due diligence.

The estimated preliminary budget shows an absolute, direct need for public investment to make our proposal financially feasible. Without public investment, the project is projected to lose money while with public investment it generates a more industry minimum standard return of 5+% annually.

WITHOUT PUBLIC INVESTMENT

ITEM	AMOUNT
Land Acquisition	$2,170,000
TOTAL PROJECT COSTS	**$84,892,141**
Initial 5-Year Estimated Average Annual Return On Investment (ROI)	*-7.81%*

WITH PUBLIC INVESTMENT

ITEM	AMOUNT
Land Acquisition	$2,170,000
TOTAL PROJECT COSTS	**$82,724,567**
Initial 5-Year Estimated Average Annual Return On Investment (ROI)	*5.28%*



GRIFFIN RILEY

Commercial | Residential | Development | Management

COMPANY INTRODUCTION

GRIFFIN RILEY

>> ABOUT US <<

Griffin Riley Property Group (GRPG) is a full-service commercial real estate (CRE) development and management company specializing in the delivery of best-in-class projects across multiple product types. We produce all forms of single and multi-family residential, office, retail, mixed-use, and industrial, whether it be reinvigorating an existing asset or new ground-up development/redevelopment.

Our team was founded on the principles of **integrity and transparency with the #1 goal of treating you like family** because that's how it should be.

VISION

Our greatest desire is to provide the **most reputable and distinctive** commercial real estate opportunities to as many communities and neighborhoods as possible.

MISSION

We are guided by a relentless pursuit of **doing the right thing**. To that end our calling is to offer a wide range of residential and commercial real estate solutions to a community or neighborhood.

VALUES

- **Work for top quality**
- **Always give back**
- **Possess great passion**
- **Believe in excellence**
- **Show integrity**
- **Stay honest**

OUR STORY

Operations & Management Capabilities

With nearly **910,000 SF of commercial and residential property completed or currently in our portfolio (and growing)**, our experienced and talented team will work with local leaders to create a project with long-term viability. This hands-on approach through the entire process sets us apart from our competition and enables us to consistently produce both delighted and successful partners, ensuring the best possible results.

Financing Plan & Private Financing Capabilities

GRPG is equipped with the **financial backing of our private investment group comprised of local and regional investors** as well as **financing capabilities established through several key area banks** and non-traditional financing sources. We are poised to move quickly in the creation of a successful project.

Programming & Operational Flexibility

We believe GRPG is uniquely qualified to develop and manage this project. Our experience combined with our development partners and consultants provides a **deep understanding of how to develop, manage, and occupy all aspects of high-quality development**.

Project Plan & Approach

GRPG takes an **ownership approach to managing property**. We are not an office of brokers hungry to make the next deal. Rather, we are a **small yet mighty team committed to enhancing the long-term value of properties**. All while dramatically improving the quality of life for communities.

GRIFFIN RILEY







OUR STORY

Community Engagement

GRPG is steadfast in our belief that **new development should integrate seamlessly into the neighborhood**. We will pay special attention to maintaining neighborhood view corridors, creating an engaging pedestrian experience, and using materials that reflect and complement the surrounding buildings.

We will **work with the City, surrounding property owners, and community stakeholders throughout the entire project** to maintain open lines of communication as project milestones occur, construction impacts the neighborhood, and design changes arise.

HISTORY

Our founder, Fred Delibero **began his career as a commercial real estate professional in 1992** holding senior commercial leasing and development positions with The Mills Corporation, and Copaken, White & Blitt.

In **2002, Fred started Summit Custom Homes**, a semi-custom home building and land development company in Kansas City. Under his direction, Summit grew to become the largest home builder in the Kansas City Market. In 2015, Builder Magazine ranked Summit the 129th largest builder in the nation.

Following the sale of Summit in late **2016** to Clayton Properties Group (a wholly owned subsidiary of Berkshire Hathaway), **Fred formed Griffin Riley Property Group**, LLC, with the intent of investing in and developing commercial and residential properties. Since its inception, the company has completed acquisitions and new projects across the Kansas City metro area including the development, purchase, leasing, repositioning, and management of neighborhood retail centers, office, warehouse, and residential for rent properties.







OUR PEOPLE

Fred Delibero
Founder/CEO



Fred holds his Missouri and Kansas real estate license and is a former member of the Board of Directors of the Greater Kansas City Home Builder's Association where he served as President in 2013, the National Association of Home Builders, and Hope Haven of Cass County, a domestic violence shelter.

Fred earned his dual-major Bachelor of Science Degree in Marketing and Management from Fort Lauderdale College, and his Master of Business Administration degree from Nova Southeastern University in Florida. He is a past member of the board of directors of the Greater Kansas City Home Builder's Association (2009-2017) where he served as President in 2013, a board member with the National Association of Home Builders (2010-2017) and has served on non-profit boards. He served on the Lee's Summit Planning Commission for 8 years (2009-2017) where he helped guide smart land development practices and is a past member of the advisory board for the Lee's Summit Economic Development Council and the Public Safety Advisory Board for the City of Lee's Summit.

Fred is also a principal investor and partner in several additional multi-family for rent projects including the successful 56-unit Centropolis on Grand luxury apartment project finished fall 2016 on an infill lot at 5th and Grand in the River Market area of Kansas City; Ashland on Third, a 93-unit luxury apartment project scheduled to begin construction Spring 2020 located at 3rd and Grand in the River Market area of Kansas City; Skyline Apartments, a 93-unit apartment community located in Liberty, Missouri acquired in 2017 and repositioned to increase rents and occupancy; Westowne Apartments, a 141-unit apartment community located in Liberty, Missouri acquired in 2018 currently undergoing a repositioning; and REI Partners, LLC, a for rent investment and management company.

Over the course of his career, he and his team have raised and/or donated nearly $12,000,000 to charities including St. Jude, Drumm Farm Center for Children, Hope Haven, Boys and Girls Club of Greater Kansas City, Harvester's Community Food Network, Lee's Summit Social Services, the Kansas City Zoo, and many others. He, his wife Lisa, and two adult children all reside in Lee's Summit.

GRIFFIN RILEY







OUR PEOPLE

Jake Loveless
Vice-President



As Vice President at GRPG, Jake leads business development, investment evaluation, entitlements, contractor and government relations, project management, operations, and more. Jake personally managed all aspects related to pre-development, financial analysis, planning, entitlements, tax abatement, contractor selection, negotiations, and project management for The Residences of Echelon, a 243-unit luxury apartment community in Lee's Summit; The Venue, a 204-unit for rent luxury townhome community in Raymore; and Blackwell, a 467-unit mixed use residential and commercial project on 63-acres in Lee's Summit, Missouri. In addition to this, he also oversees development, construction, property management and leasing of all commercial assets owned by GRPG.

Prior to joining GRPG, Jake served in several roles at Summit Custom Homes starting in 2010 as a Project Manager and quickly ascending to Director of Purchasing and Estimating and finally Director of Business Development where he identified and structured bulk lot purchases, new land development projects, and other investment opportunities.

Jake earned his Bachelor of Science Degree in Marketing and Management, and his Master of Business Administration degree from Washburn University, one of the top ranked business schools in the nation, where he also played college baseball. Jake is a member of the board of directors for Drumm Farm Center for Children and St. Luke's Hospital where he generously donates time and resources. He personally invests in residential and commercial rental property including GRPG sponsored projects. He resides in Lee's Summit with his wife, Emmie, and their three children.







OUR PEOPLE

Matt Tapp
Director of Acquisitions & Entitlements



Matt brings over 20+ years of knowledge and experience from the local economic development and planning/community development realms. Since 2000 he has held leadership roles, guided critical teams, and worked to make a difference for several communities across the KC metro area.

His core responsibility with GRPG is to identify new project opportunities and collaborate with local community leaders to deliver the top pinnacle projects for their community. Spanning his career, Matt has successfully facilitated the production of over $600MM+ in project activity, generating extensive economic impact and thousands of jobs in the process. He thoroughly enjoys partnering with communities to achieve their pinnacle goals and objectives, all while moving them forward.

Currently, Matt has either finished or is actively pursuing nearly $400MM+ worth of new development projects across the greater Kansas City metro highlighted by a new vibrant mixed-use town center in southern Lee's Summit, Missouri and a multi-faceted project featuring luxury apartments, retail, and a hotel site in Raymore, Missouri.

He resides in Kansas City, Missouri with his wife and their three children. When Matt's not on the job, he loves spending time with family, being active, and indulging his appetite for traveling to different locales (especially warm tropical paradises).







OUR PORTFOLIO

Blackwell Mixed-Use

Product Type: New Development | Mixed-Use
Location: US 50 Highway & Blackwell Road interchange, Lee's Summit, MO
Estimated Total Project Cost: $105MM

Key Highlights

- 4 Principal Components:
  - **Retail Center**
    - 1 Floor
    - 37,955 SF
  - **Residences at Blackwell**
    - Luxury Apartments
    - 268 Units
    - Full-service clubhouse and amenities







OUR PORTFOLIO

Blackwell Mixed-Use

Product Type: New Development | Mixed-Use
Location: US 50 Highway & Blackwell Road interchange, Lee's Summit, MO
Estimated Total Project Cost: $105MM



Key Highlights

- 4 Principal Components:
  - **Reunion at Blackwell**
    - 55+ Townhomes
    - Single-story
    - 122 Units





  - **Reserve at Blackwell**
    - BTR (Build-To-Rent) Single-Family Residences
    - 1,400 – 1,700 square feet
    - 77 Units







OUR PORTFOLIO

The Venue

Product Type: New Development | Luxury Townhomes
Location: North Cass Pkwy & Dean Ave, Raymore, MO
Estimated Total Project Cost: $39-40MM

>> Website

Key Highlights

- 204 Units
- Full-service Clubhouse + Outdoor Amenities
- Opened January 2023

THE VENUE

GRIFFIN RILEY



















OUR PORTFOLIO

Residences at Echelon

Product Type: New Development | Luxury Apartments
Location: Near 150 Hwy & 291 Hwy, Lee's Summit, MO
Estimated Total Project Cost: $40MM

>> Website

Key Highlights

- 244 Units
- Resort-style Clubhouse + Amenities
- Opened in 2019

















OUR PORTFOLIO

Single-Family Homes

GRPG leadership has vast experience delivering premier, class-leading single-family neighborhoods across the Kansas City, Des Moines, and Boise metro areas. Through that work, the leadership team won more than 150 awards for excellence and was named among Kansas City Business Journal's Champions of Business, Builder Magazine's Top 10 Up-and-Coming Building Firms, and the Inc. 5000 Fastest Growing Private Companies in America.

Key Highlights

- 3,000+ units
- Award-winning community amenities
- Owned, Summit Homes 2002-2016
- Operated, Summit Homes 2002-2022



OUR PORTFOLIO

Oak Tree Commons

Product Type: New Development | Multi-Tenant Commercial
Location: 1151 SE Oldham Pkwy, Lee's Summit, MO
Total Project Cost: $3.2MM

Key Highlights

- 18,000 square feet
- Completed 2017
- Fully leased







OUR PORTFOLIO

Meadowland Commons

Product Type: New Development | Multi-Tenant Commercial
Location: 1207-1251 W Harold St, Olathe, KS
Total Project Cost: $3.5MM

Key Highlights

- 18,000 square feet
- Completed 2016
- Fully leased











GRIFFIN RILEY





CONTACT INFORMATION

GRIFFIN RILEY



Matt Tapp

Director of Acquisitions & Entitlements

E | matt@griffinriley.com
M | (816) 726-7841



NSPJ ARCHITECTS

ADAMS DAIRY PARKWAY

GRIFFIN RILEY PROPERTY GROUP, LLC BLUE SPRINGS, MISSOURI

SITE PLAN
1" = 60'-0"

573316 10.07.2022

© NSPJ 2022

NON-COLLUSIVE CERTIFICATE

State of Missouri)
S.S.
County of JACKSON)

Matt Tapp, being first duly sworn, deposes and says that:

1. They are the (owner, partner, officer, representative, or agent) of Griffin Riley Property Group ("GRPG"), the Bidder that has submitted the attached Bid;

2. They are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such bid is genuine and is not a collusive or sham bid; and that all statements made, and fact set out in the Proposal are true and correct;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest including this affidavit, has in any way colluded, considered, connived, or agreed, directly or indirectly with any other bidder, firm, or person, to submit a sham bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract; or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm, or person to fix the price or prices in the attached Bid or of any other bidder, or to fix the overhead, profit, or cost element of the Bid price of the other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Blue Springs or any person interested in the Proposed Contact.

5. The price or prices quoted in the attached Bid are fair and proper, and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit; and

6. They further certify that Bidder is not financially interested in or financially affiliated with any other bidder on this project.

7. No Councilmember, City Manager, Director of Finance and Administration, City Procurement Manager, or any City employee, either direct or indirect, is financially interested in the Bid submitted to the City pursuant to this invitation, nor is the Bidder a City employee or board member whose bid creates a conflict of interest, and further Bidder certifies that no member or officer of its firm or corporation is an officer or employee of the City. A conflict of interest would arise if any person named in this section is in a position to affect either the decision to solicit bids or the selection of the successful Bidder. All applicable federal regulations and provisions of RSMo. Section 105.450 et seq. shall not be violated.

Signed: Matt M. Tapp

Title: Director of Acquistions & Entitlements

Subscribed and sworn to before me this 7 day of October, 2024.

Riley DeLibero
Notary Public

My Commission expires: December 4, 2027

RILEY DELIBERO
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 23168778
My Commission Expires Dec 4, 2027

ATTACHMENT 2

ADAMS DAIRY PARKWAY MIXED-USE DEVELOPMENT

RFP Review Committee | February 10, 2025







GRIFFIN RILEY

TABLE OF CONTENTS

Introduction

Site Location

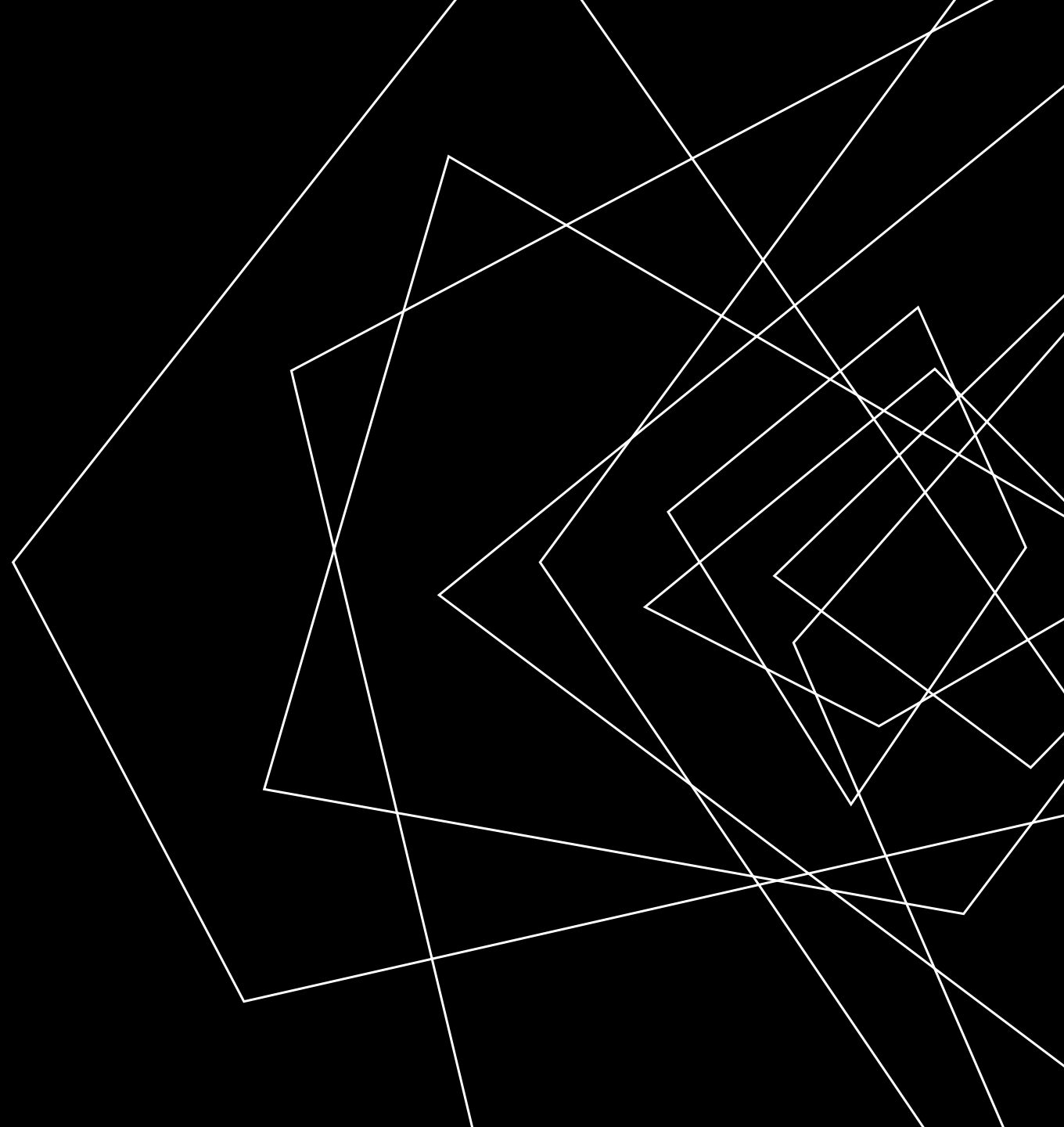
Development Plan

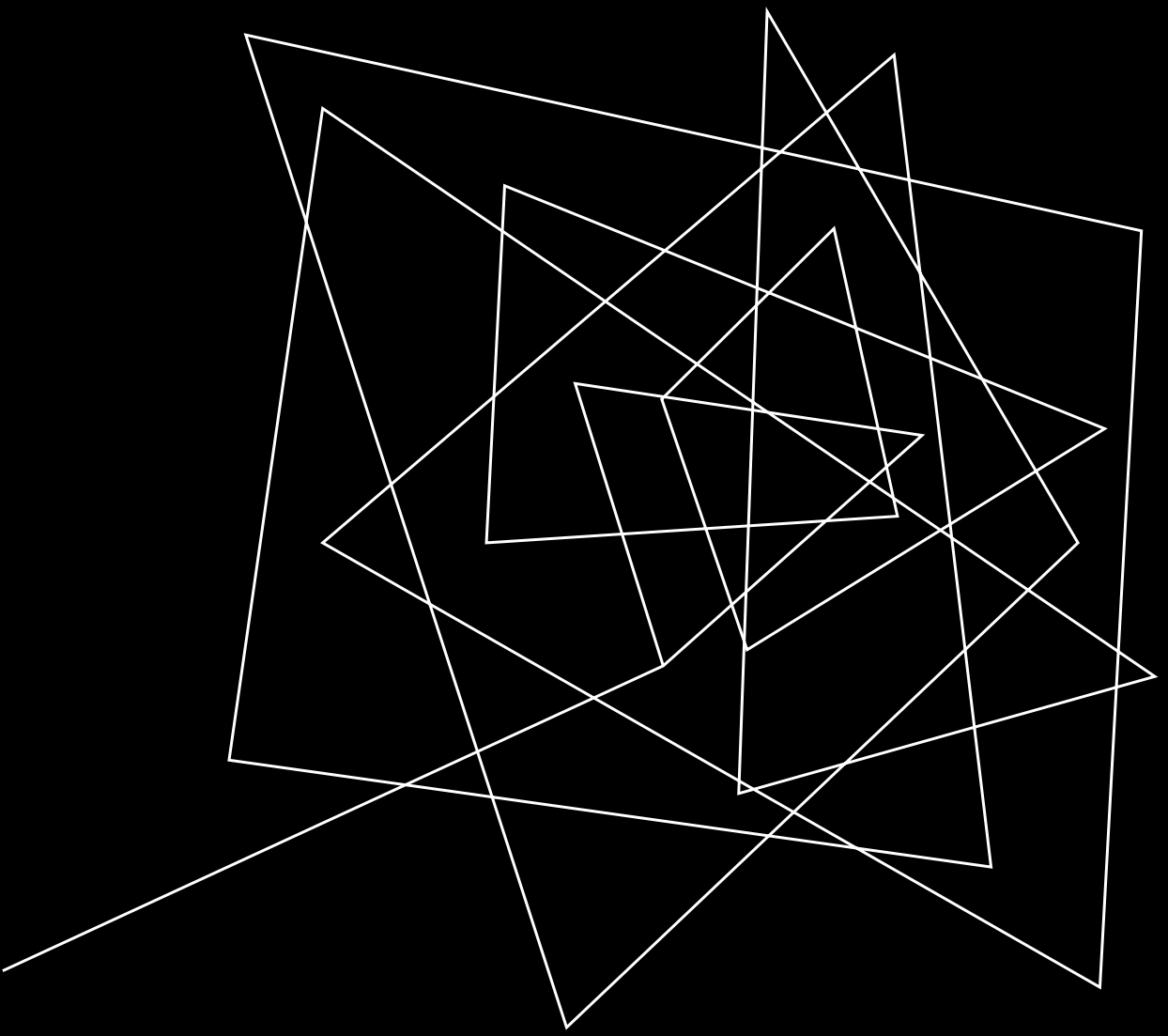
Targeted Outcomes

Proposed Incentives

Positive Impacts

Q & A





INTRODUCTION

GRIFFIN RILEY

>> ABOUT US <<

Griffin Riley Property Group (GRPG) is a full-service commercial real estate (CRE) development and management company specializing in the delivery of best-in-class projects across multiple product types. We produce all forms of single and multi-family residential, office, retail, mixed-use, and industrial, whether it be reinvigorating an existing asset or new ground-up development/redevelopment.

Our team was founded on the principles of **integrity and transparency with the #1 goal of treating you like FAMILY** because that's how it should be.

VISION

Our greatest desire is to provide the **most reputable and distinctive** commercial real estate opportunities to as many communities and neighborhoods as possible.

MISSION

We are guided by a relentless pursuit of **doing the right thing**. To that end our calling is to offer a wide range of residential and commercial real estate solutions to a community or neighborhood.

VALUES

- **Work for top quality**
- **Always give back**
- **Possess great passion**
- **Believe in excellence**
- **Show integrity**
- **Stay honest**

OUR STORY

Operations & Management Capabilities

With over **2.1+ MILLION SQUARE FEET and $425+ MILLION of commercial and residential property completed or currently in our portfolio (and growing)**, our experienced and talented team works with local leaders to create a project with long-term viability. This hands-on approach through the entire process sets us apart from our competition and enables us to consistently produce both delighted and successful partners, ensuring the best possible results.

Financing Plan & Private Financing Capabilities

GRPG is equipped with the **financial backing of our private investment group comprised of local and regional investors** as well as **financing capabilities established through several key area banks** and non-traditional financing sources. We are poised to move quickly in the creation of a successful project.

Programming & Operational Flexibility

We believe GRPG is uniquely qualified to develop and manage this project. Our experience combined with our development partners and consultants provides a **deep understanding of how to develop, manage, and occupy all aspects of high-quality development**.

Project Plan & Approach

GRPG takes an **ownership approach to managing property**. We are not an office of brokers hungry to make the next deal. Rather, we are a **small yet mighty team committed to enhancing the long-term value of properties**. All while dramatically improving the quality of life for communities.







OUR STORY

Community Engagement

GRPG is steadfast in our belief that **new development should integrate seamlessly into the neighborhood**. We pay special attention to maintaining neighborhood view corridors, creating an engaging pedestrian experience, and using materials that reflect and complement the surrounding buildings.

We will **work with the City, surrounding property owners, and community stakeholders throughout the entire project** to maintain open lines of communication as project milestones occur, construction impacts the neighborhood, and design changes arise.

HISTORY

Our founder, Fred Delibero **began his career as a commercial real estate professional in 1992** holding senior commercial leasing and development positions with The Mills Corporation, and Copaken, White & Blitt.

In **2002, Fred started Summit Custom Homes**, a semi-custom home building and land development company in Kansas City. Under his direction, Summit grew to become the largest home builder in the Kansas City Market. In 2015, Builder Magazine ranked Summit the 129th largest builder in the nation.

Following the sale of Summit in late **2016** to Clayton Properties Group (a wholly owned subsidiary of Berkshire Hathaway), **Fred formed Griffin Riley Property Group**, LLC, with the intent of investing in and developing commercial and residential properties. Since its inception, the company has completed acquisitions and new projects across the Kansas City metro area including the development, purchase, leasing, repositioning, and management of neighborhood retail centers, office, warehouse, and residential for rent properties.







OUR PEOPLE

Fred Delibero
Founder/CEO



Fred holds his Missouri and Kansas real estate license and is a former member of the Board of Directors of the Greater Kansas City Home Builder's Association where he served as President in 2013, the National Association of Home Builders, and Hope Haven of Cass County, a domestic violence shelter.

Fred earned his dual-major Bachelor of Science Degree in Marketing and Management from Fort Lauderdale College, and his Master of Business Administration degree from Nova Southeastern University in Florida. He is a past member of the board of directors of the Greater Kansas City Home Builder's Association (2009-2017) where he served as President in 2013, a board member with the National Association of Home Builders (2010-2017) and has served on non-profit boards. He served on the Lee's Summit Planning Commission for 8 years (2009-2017) where he helped guide smart land development practices and is a past member of the advisory board for the Lee's Summit Economic Development Council and the Public Safety Advisory Board for the City of Lee's Summit.

Fred is also a principal investor and partner in several additional multi-family for rent projects including the successful 56-unit Centropolis on Grand luxury apartment project finished fall 2016 on an infill lot at 5th and Grand in the River Market area of Kansas City; Ashland on Third, a 93-unit luxury apartment project scheduled to begin construction Spring 2020 located at 3rd and Grand in the River Market area of Kansas City; Skyline Apartments, a 93-unit apartment community located in Liberty, Missouri acquired in 2017 and repositioned to increase rents and occupancy; Westowne Apartments, a 141-unit apartment community located in Liberty, Missouri acquired in 2018 currently undergoing a repositioning; and REI Partners, LLC, a for rent investment and management company.

Over the course of his career, he and his team have raised and/or donated nearly $12,000,000 to charities including St. Jude, Drumm Farm Center for Children, Hope Haven, Boys and Girls Club of Greater Kansas City, Harvester's Community Food Network, Lee's Summit Social Services, the Kansas City Zoo, and many others. He, his wife Lisa, and two adult children all reside in Lee's Summit.







OUR PEOPLE

Jake Loveless
Vice-President



As Vice President at GRPG, Jake leads business development, investment evaluation, entitlements, contractor and government relations, project management, operations, and more. Jake personally managed all aspects related to pre-development, financial analysis, planning, entitlements, tax abatement, contractor selection, negotiations, and project management for The Residences of Echelon, a 243-unit luxury apartment community in Lee's Summit; The Venue, a 204-unit for rent luxury townhome community in Raymore; and Blackwell, a 467-unit mixed use residential and commercial project on 63-acres in Lee's Summit, Missouri. In addition to this, he also oversees development, construction, property management and leasing of all commercial assets owned by GRPG.

Prior to joining GRPG, Jake served in several roles at Summit Custom Homes starting in 2010 as a Project Manager and quickly ascending to Director of Purchasing and Estimating and finally Director of Business Development where he identified and structured bulk lot purchases, new land development projects, and other investment opportunities.

Jake earned his Bachelor of Science Degree in Marketing and Management, and his Master of Business Administration degree from Washburn University, one of the top ranked business schools in the nation, where he also played college baseball. Jake is a member of the board of directors for Drumm Farm Center for Children and St. Luke's Hospital where he generously donates time and resources. He personally invests in residential and commercial rental property including GRPG sponsored projects. He resides in Lee's Summit with his wife, Emmie, and their three children.







OUR PEOPLE

Matt Tapp
Director of Acquisitions & Entitlements



Matt brings over 20+ years of knowledge and experience from the local economic development and planning/community development realms. Since 2000 he has held leadership roles, guided critical teams, and worked to make a difference for several communities across the KC metro area.

His core responsibility with GRPG is to identify new project opportunities and collaborate with local community leaders to deliver the top pinnacle projects for their community. Spanning his career, Matt has successfully facilitated the production of over $600MM+ in project activity, generating extensive economic impact and thousands of jobs in the process. He thoroughly enjoys partnering with communities to achieve their pinnacle goals and objectives, all while moving them forward.

Currently, Matt has either finished or is actively pursuing nearly $400MM+ worth of new development projects across the greater Kansas City metro highlighted by a new vibrant mixed-use town center in southern Lee's Summit, Missouri and a multi-faceted project featuring luxury apartments, retail, and a hotel site in Raymore, Missouri.

He resides in Kansas City, Missouri with his wife and their three children. When Matt's not on the job, he loves spending time with family, being active, and indulging his appetite for traveling to different locales (especially warm tropical paradises).







OUR PORTFOLIO

BLACKWELL COLLECTION

Product Type: New Development | Mixed-Use
Location: US 50 Highway & Blackwell Road interchange, Lee's Summit, MO
Estimated Total Project Cost: $105+MM

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Key Highlights

- **4 Principal Components**

SHOPS at Blackwell

- 1 Floor
- 37,955 SF









RESIDENCES AT BLACKWELL

- Luxury Apartments
- 268 Units
- Full-service clubhouse and amenities







OUR PORTFOLIO

GRIFFIN RILEY

BLACKWELL COLLECTION

Product Type: New Development | Mixed-Use
Location: US 50 Highway & Blackwell Road, Lee's Summit, MO
Estimated Total Project Cost: $105+MM

Key Highlights

- **4 Principal Components**



REUNION AT BLACKWELL



- Active Adult Townhomes
- Single-story
- 122 Units

RESERVE AT BLACKWELL









- BTR (Build-To-Rent) Single-Family Residences
- 1,400 – 1,700 square feet
- 77 Units

OUR PORTFOLIO

GRIFFIN RILEY

THE VENUE

Product Type: New Development | Townhomes
Location: North Cass Pkwy & Dean Ave, Raymore, MO
Estimated Total Project Cost: $40MM

< Webpage >

Key Highlights

- 204 Units
- Full-service Clubhouse + Outdoor Amenities
- Opened January 2023

















OUR PORTFOLIO

GRIFFIN RILEY

ASCEND

Product Type: New Development | Townhomes
Location: 58 Hwy. & Sunrise/Dawn St., Raymore, MO
Estimated Total Project Cost: $25MM

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Key Highlights

- 116 Units
- Community Clubhouse + Outdoor Amenities
- Opening March 2025











OUR PORTFOLIO

RESIDENCES AT ECHELON

Product Type: New Development | Luxury Apartments
Location: Near 150 Hwy & 291 Hwy, Lee's Summit, MO
Estimated Total Project Cost: $40MM

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Key Highlights

- 244 Units
- Resort-style Clubhouse + Amenities
- Opened in 2019

















OUR PORTFOLIO

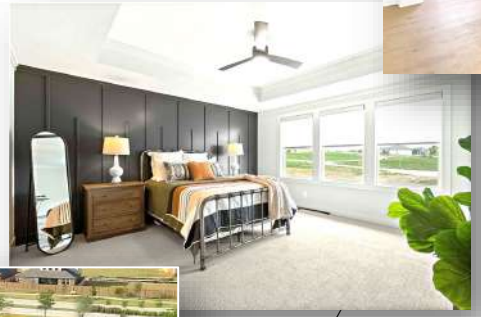
Single-Family Homes

GRPG leadership has vast experience delivering premier, class-leading single-family neighborhoods across the Kansas City, Des Moines, and Boise metro areas. Through that work, the leadership team won more than 150 awards for excellence and was named among Kansas City Business Journal's Champions of Business, Builder Magazine's Top 10 Up-and-Coming Building Firms, and the Inc. 5000 Fastest Growing Private Companies in America.

Key Highlights

- 3,000+ units
- Award-winning community amenities
- Owned, Summit Homes 2002-2016
- Operated, Summit Homes 2002-2022















OUR PORTFOLIO

Oak Tree Commons

Product Type: New Development | Multi-Tenant Commercial
Location: 1151 SE Oldham Pkwy, Lee's Summit, MO
Total Project Cost: $3.2MM

Key Highlights

- 18,000 square feet
- Completed 2017
- Fully leased







OUR PORTFOLIO

Meadowland Commons

Product Type: New Development | Multi-Tenant Commercial
Location: 1207-1251 W Harold St, Olathe, KS
Total Project Cost: $3.5MM

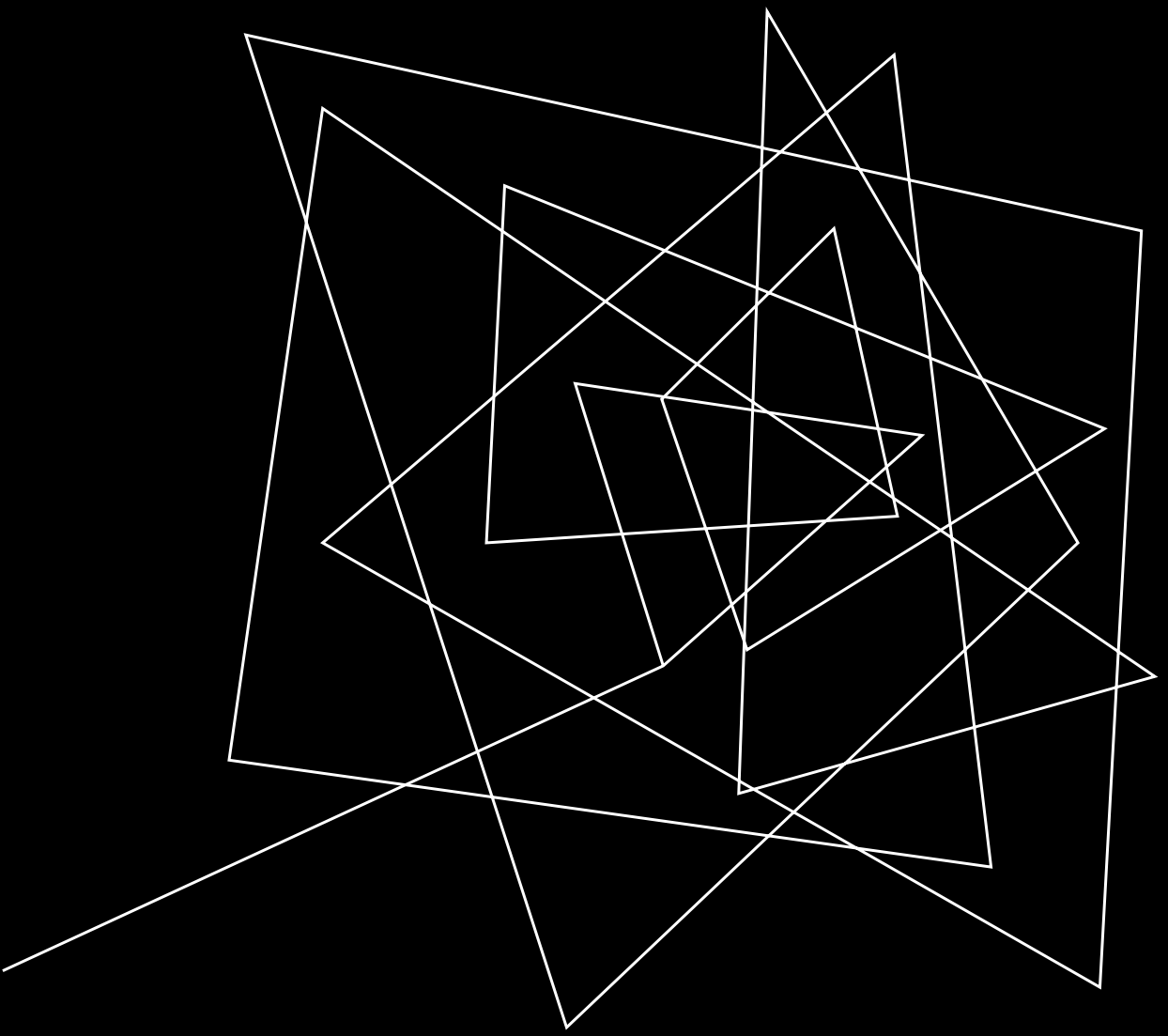
Key Highlights

- 18,000 square feet
- Completed 2016
- Fully leased









SITE LOCATION

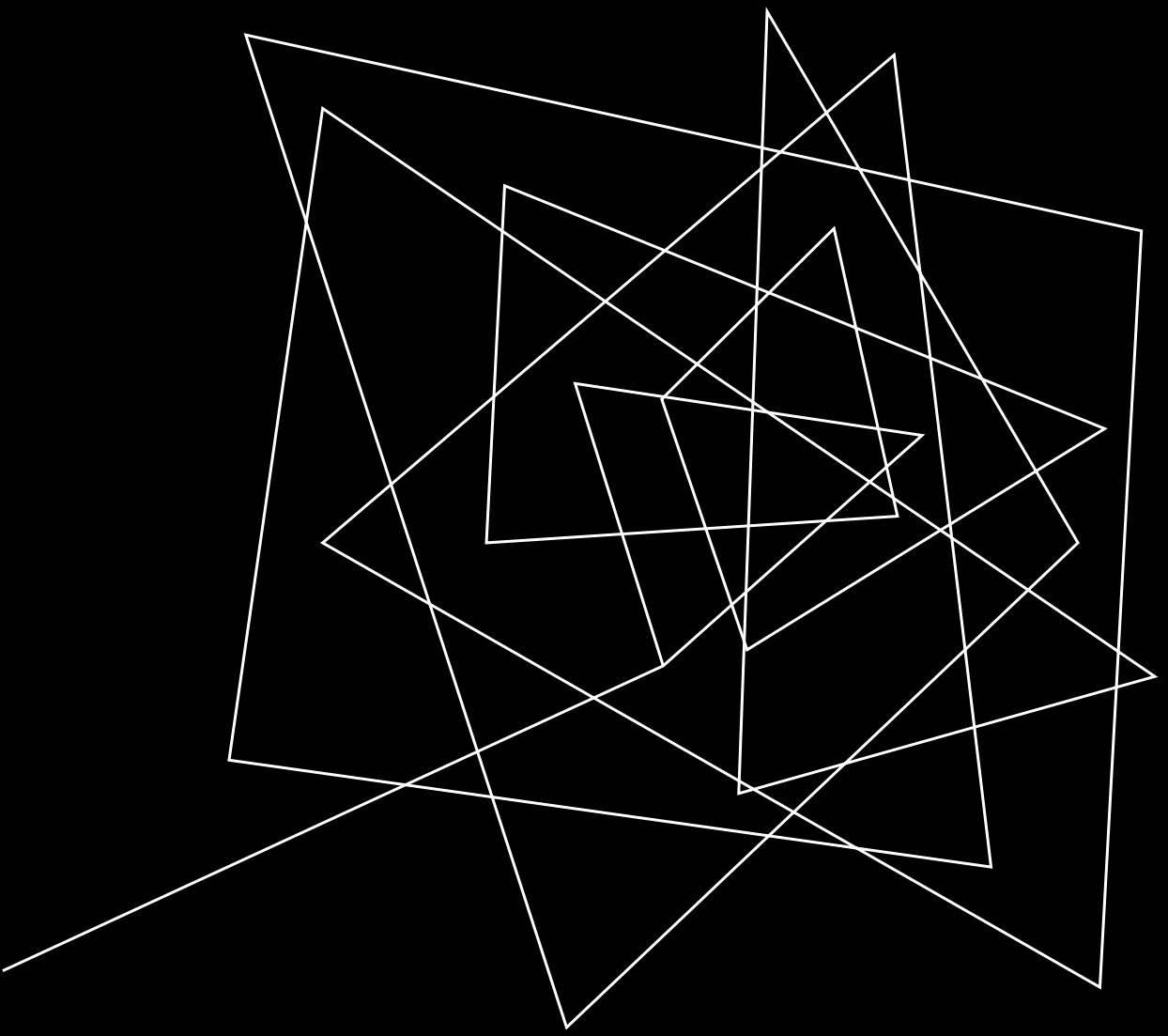
LOCATION OVERVIEW

- **Location:**
  - Adams Dairy Parkway south of R.D. Mize Road/St. Luke's Multispecialty Clinic
- **Size:**
  - 23.28 +/- acres according to Jackson County Assessor GIS mapping (4 parcels)
- Idyllic location for luxury apartment living
- Natural continuation of newer real estate development to the north





ADAMS DAIRY PARKWAY MIXED-USE



DEVELOPMENT PLAN

DEVELOPMENT PLAN

- **Property Size**
  - 23.28 +/- acres
- **Commercial Use**
  - Highly-visible frontage along Adams Dairy Pkwy
  - Best-in-class design
  - Attract restaurants and retail businesses that complement luxury apartments
- **Luxury Apartment Living**
  - Distinctive “Class A+” luxury apartment community
  - Full-service clubhouse and amenities (indoor & outdoor)
  - Gorgeous views overlooking pristine golf course
  - 322 units
    - 6 Buildings | 4 Stories











ADAMS DAIRY PARKWAY MIXED-USE

DEVELOPMENT PLAN

Inspirational Examples

Cyan Southcreek

13220 Foster Street

Overland Park, KS

4 Stories

380 Units

Built in 2020

CYAN SOUTHCREEK













DEVELOPMENT PLAN

Inspirational Examples

The Donovan

837 NW Donovan Road

Lee's Summit, MO

4 Stories

327 Units

Built in 2020

THE DONOVAN





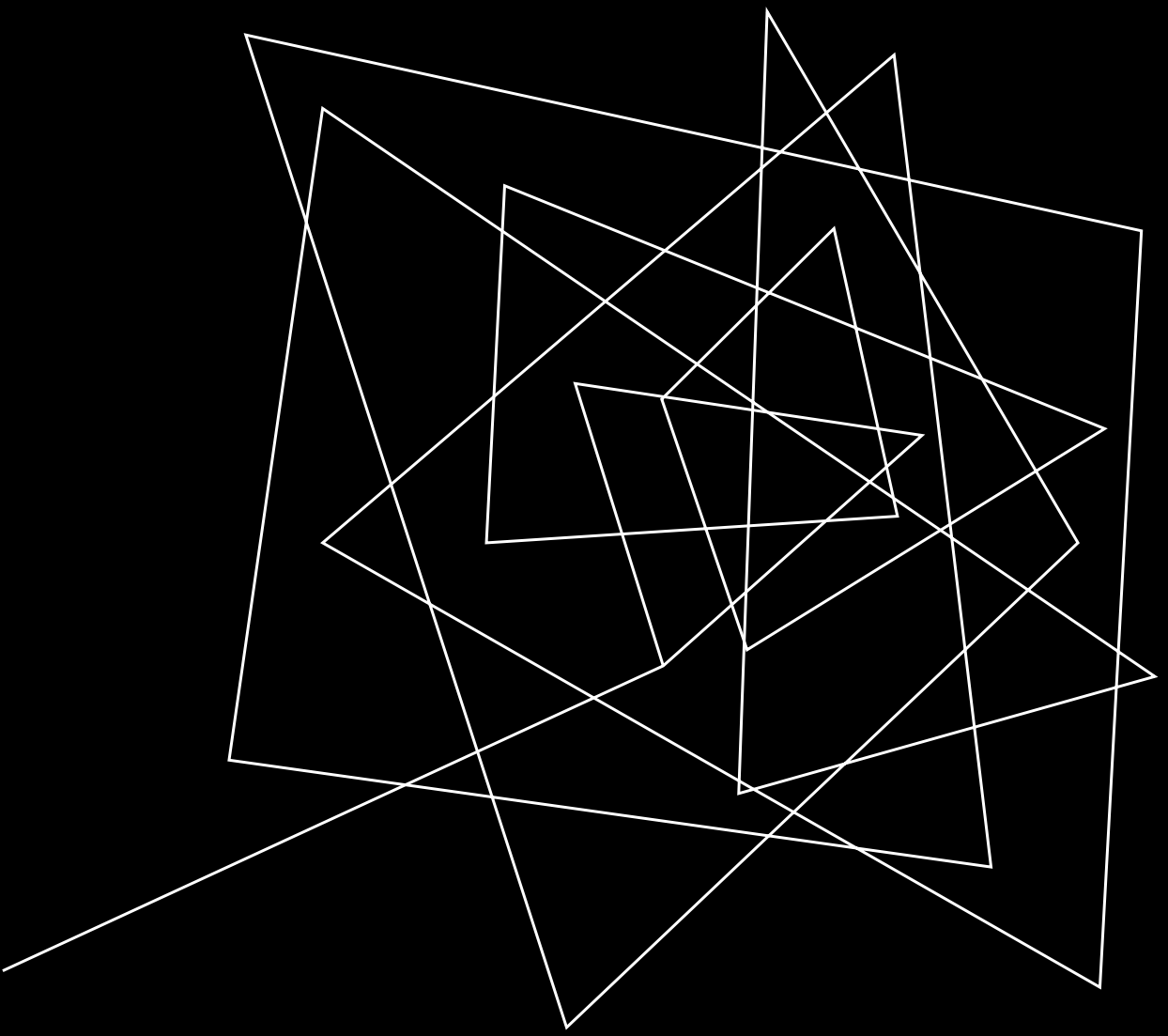












TARGETED OUTCOMES

TARGETED OUTCOMES

- Theme: the LINC
  - Project includes a full loop trail around the entire development
  - Connects with public sidewalk along Adams Dairy Parkway
- Theme: Neighborhoods & Gathering Places
  - Project will provide multiple gathering places in the commercial district
- Theme: breathing new life into old corridors
  - While Adams Dairy Parkway is not “old”, placing a vibrant mixed-use center will breathe new life in the corridor
  - Ignite additional investment/re-investment in the area
- Value: City Image
- Places Goal 2: create distinct places along corridors
  - Quality mixed-use development at this location will substantially enhance the community’s image
  - Firmly establishes Blue Springs as a top place to live, shop, and visit
- Investment Goal 1: grow & diversify business
- Investment Goal 2: environment supports entrepreneurs & small business development
  - New commercial space opens greater possibilities for local small businesses
  - New residents moving to City strengthens employment base and generates new demand for goods and services
  - New residents in the area will attract more commercial/retail tenants to this site
- Investment Goal 3: integrate housing choices
  - New quality luxury-level residences and full-scale amenities fulfills the needs of higher-income modern professionals
  - Mixture of different unit types (Studios to 2 bedroom + den) offers housing choices for a multitude of demographics

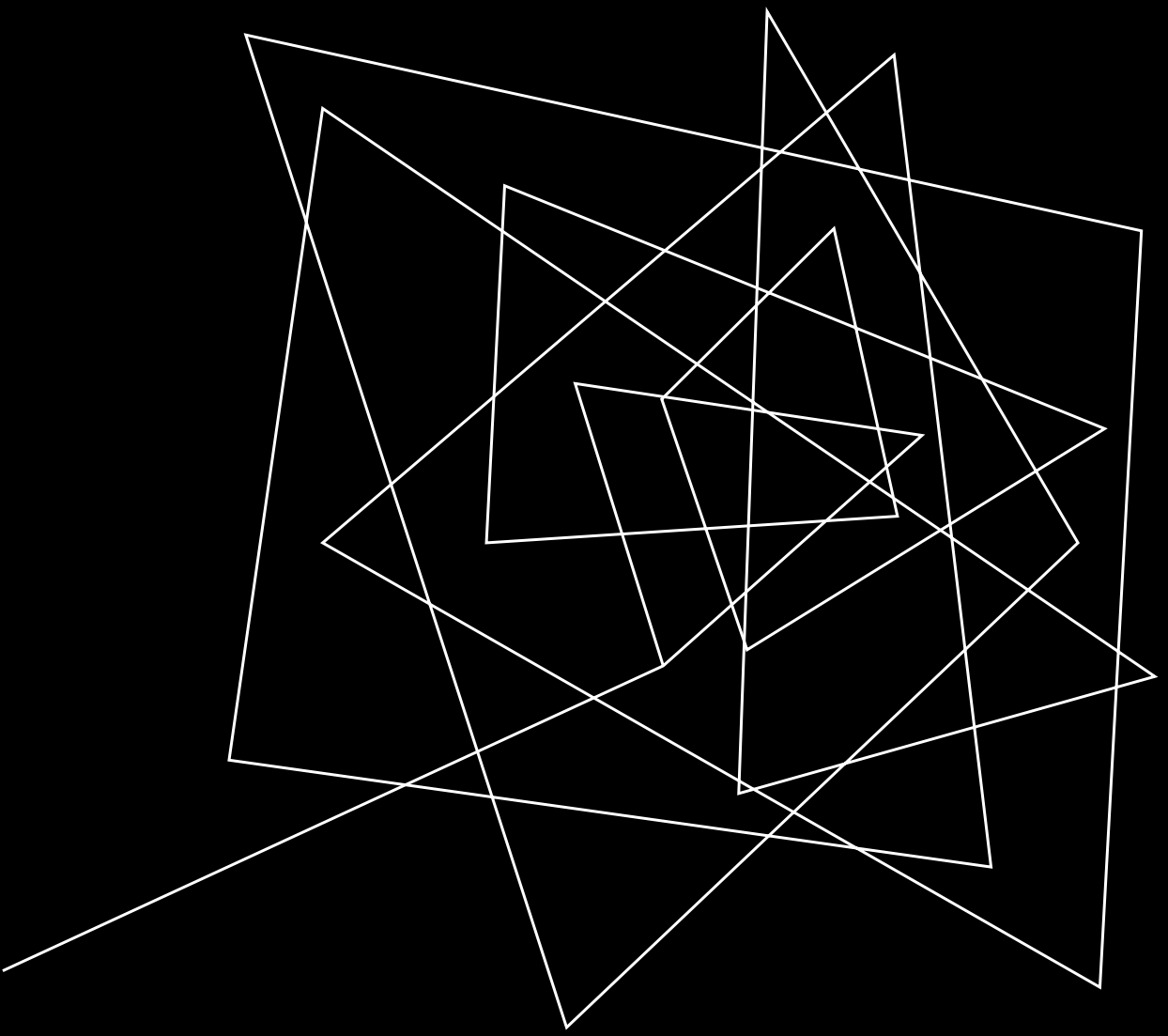
Source(s):
2014 City of Blue Springs Comprehensive Plan







ADAMS DAIRY PARKWAY MIXED-USE



PROPOSED INCENTIVES

PROPOSED INCENTIVES

Residential

- Ch. 100 Bonds
  - Sales tax exemption during construction
  - PILOT payments + biennial increases

Retail/Office Commercial

- Ch. 100 Bonds
  - Sales tax exemption during construction
  - PILOT payments + biennial increases

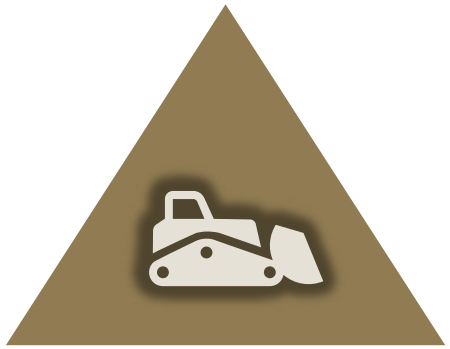
- Community Improvement District (CID)
  - 1% special sales tax







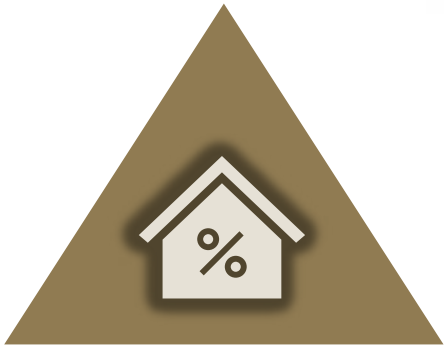
WHY?



RAISED Construction Cost

+ 23% Since 2019

(Source: U.S. Census Bureau)



PROHIBITIVE Interest Rates

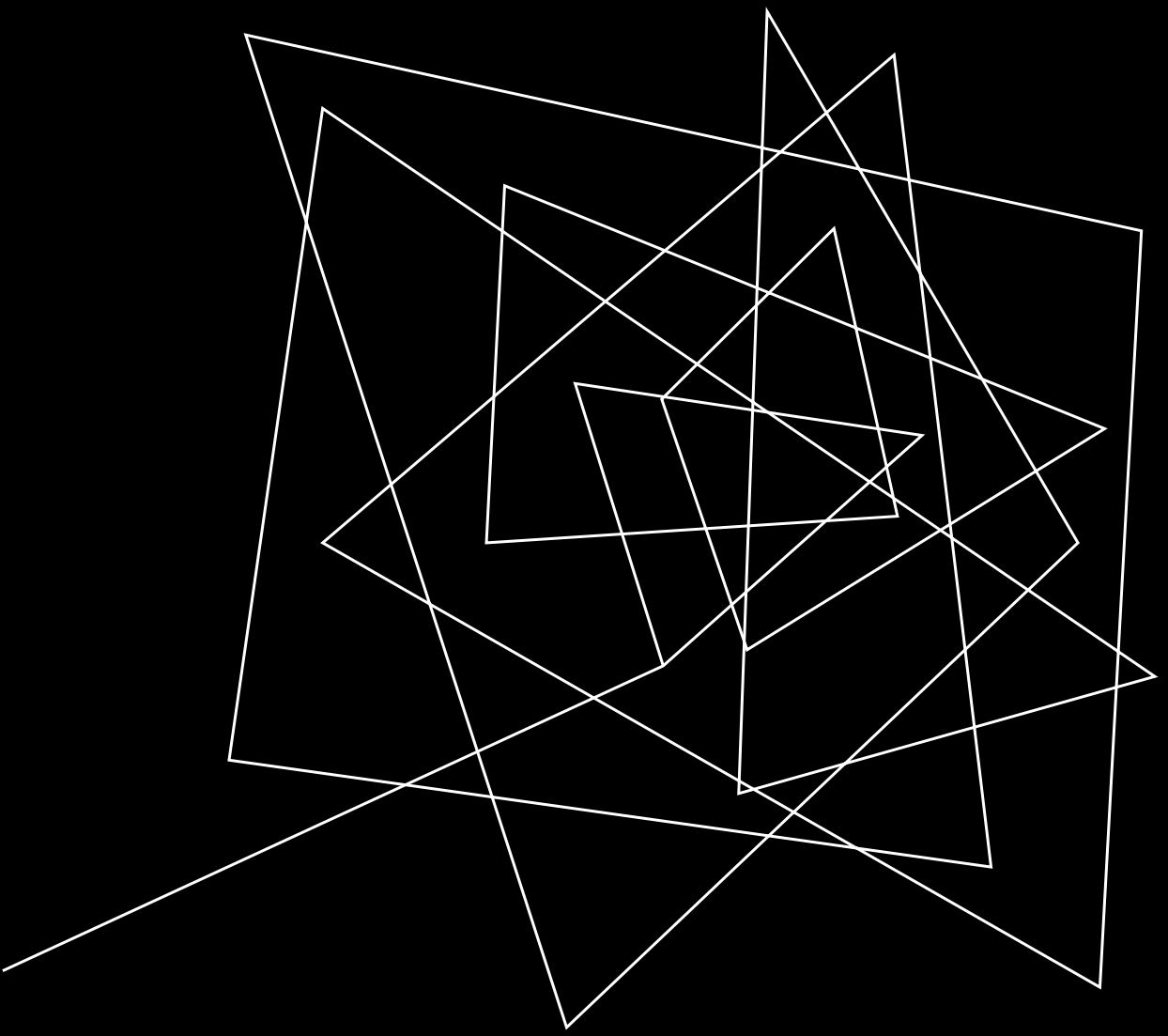
+ 4.75-5.00% Federal Funds Rate Since 2022

(Source: CNBC)



ELEVATED Risk

Under-established Class A+ Sub-Market



POSITIVE IMPACTS

PROPERTY TAX IMPACT

TOTAL

$9,319,300

$8,044,800
Residential

$1,274,500
Retail/Office

Proposed Estimated Property Taxes

(25-Year Post-Construction Periods, rounded to the nearest $100)

$0

Current Estimated Property Taxes

(25-Year Period, rounded to the nearest $100)







SALES TAX IMPACT

$12,676,100

Proposed Estimated Sales Tax

(25-Year Post-Construction Period, rounded to the nearest $100)

$0

Current Sales Tax

(25-Year Period, rounded to the nearest $100)







LOCAL ECONOMIC IMPACT

> RESIDENTIAL ONLY

- Initial Impacts (During Construction)
  - **$37,674,000 ↗ Total Economic Impact (Local Income)**
  - **$7,084,000 ↗ Taxes and Other Revenue for Local Governments**
  - **518 Local Jobs (Project Impact)**

These are local impacts, representing income and jobs for residents of the typical metropolitan area or nonmetropolitan county, and revenue for all jurisdictions within the local area. They are also one-year impacts that include both the direct and indirect impact of the construction activity itself, and the impact of local residents who earn money from the construction activity spending part of it within the local area's economy.

- Annual Recurring Impacts (Stabilization)
  - **$8,372,000 ↗ Total Economic Impact (Local Income)**
  - **$1,619,660 ↗ Taxes and Other Revenue for Local Governments**
  - **142 Local Jobs**

These are ongoing, annual local impacts that result from the new apartments becoming occupied, and the occupants paying taxes and otherwise participating in the local economy year after year. They also represent impacts that have been reduced to account for the natural vacancy rate that tends to prevail in multifamily properties (see page 23 of the Technical Documentation).

Source: National Association of Home Builders (NAHB)
Based on 322 units of apartments







DESIRABLE NEW NEIGHBORS

$92,000

Class A+ Apartments
Median Income

(Source: 2020 RealPage, Inc. Top 50 Markets Study)

$57,780

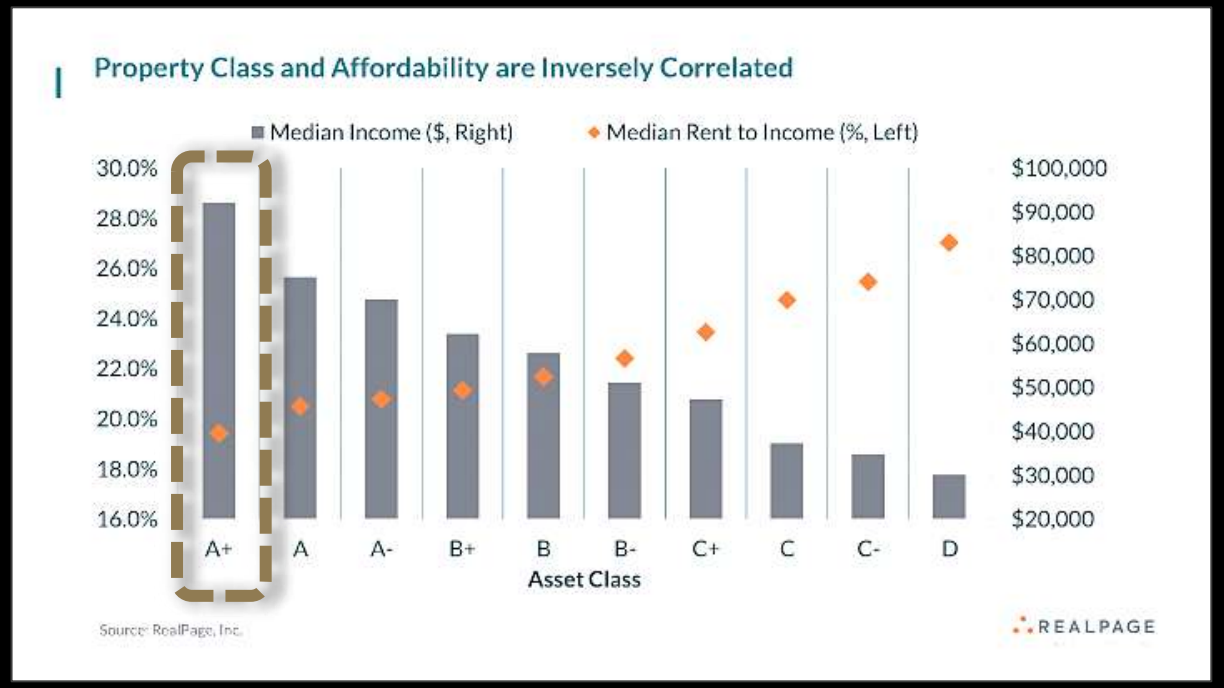
Class B Apartments
Median Income

(Source: 2020 RealPage, Inc. Top 50 Markets Study)

$35,260

Blue Springs
Per Capita Income Past 12 Months

(Source: 2021 American Community Survey (ACS) 5-year Estimate)









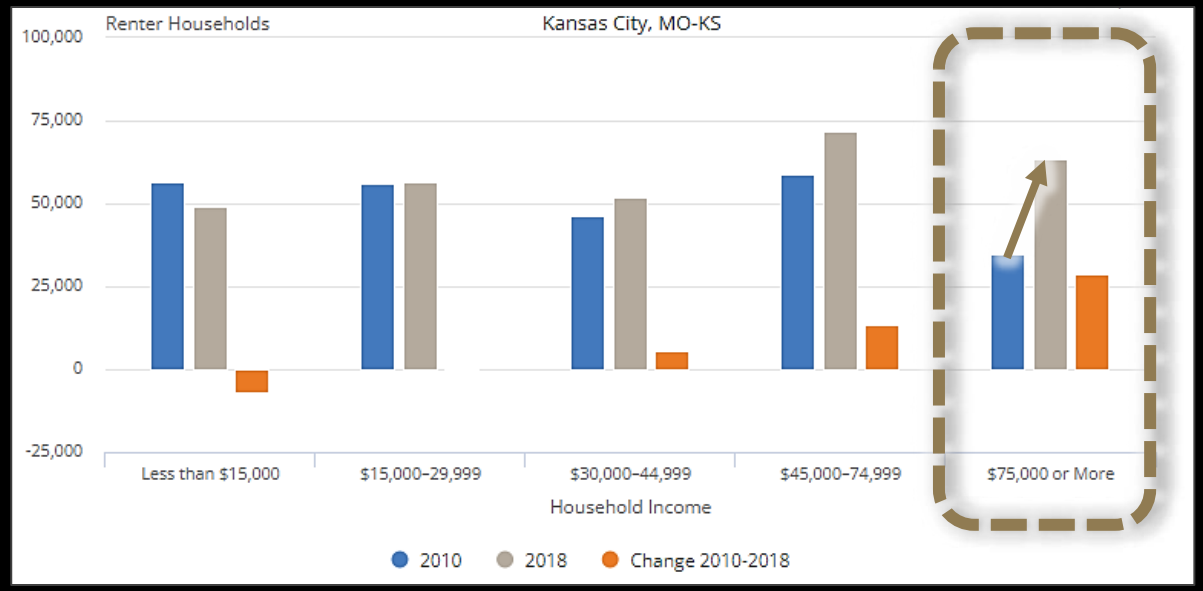


DYNAMIC SECTOR

- **High-Income Households** driving growth in rental demand
  - 2010 to 2018: households with income >$75,000/annually rose by 3.2 million
  - Accounted for **76% of growth in renter households**
  - Make up for nearly 25% of all renter households

- KC Metro

  People who earn $75,000 or More
  - 2010: 34,796
  - 2018: 63,403
  - **82% increase (+28,608)**





THANK YOU





GRIFFIN RILEY





CONTACT INFORMATION

GRIFFIN RILEY



Matt Tapp

Director of Acquisitions & Entitlements

matt@griffinriley.com

(816) 726-7841

Addendum No. 1

To Request for Proposals (RFP) Purchase of City-owned Property on Adams Dairy Parkway, Issued: July 16, 2024

Subject: Extension of Proposal Due Date

Date: October 14, 2024

This addendum serves as an official notification of changes to the timeline outlined in Article V of the Request for Proposals (RFP) issued by the City on July 16, 2024. The revised process and timeline are being modified to allow the City's new Economic Development Manager to have additional time to further promote and advertise the RFP, as well as, to align the RFP timeline for the Adams Dairy Parkway property with a separate RFP the City has issued for City-Owned property downtown, known as The Lumberyard. The revised process and timeline are as follows:

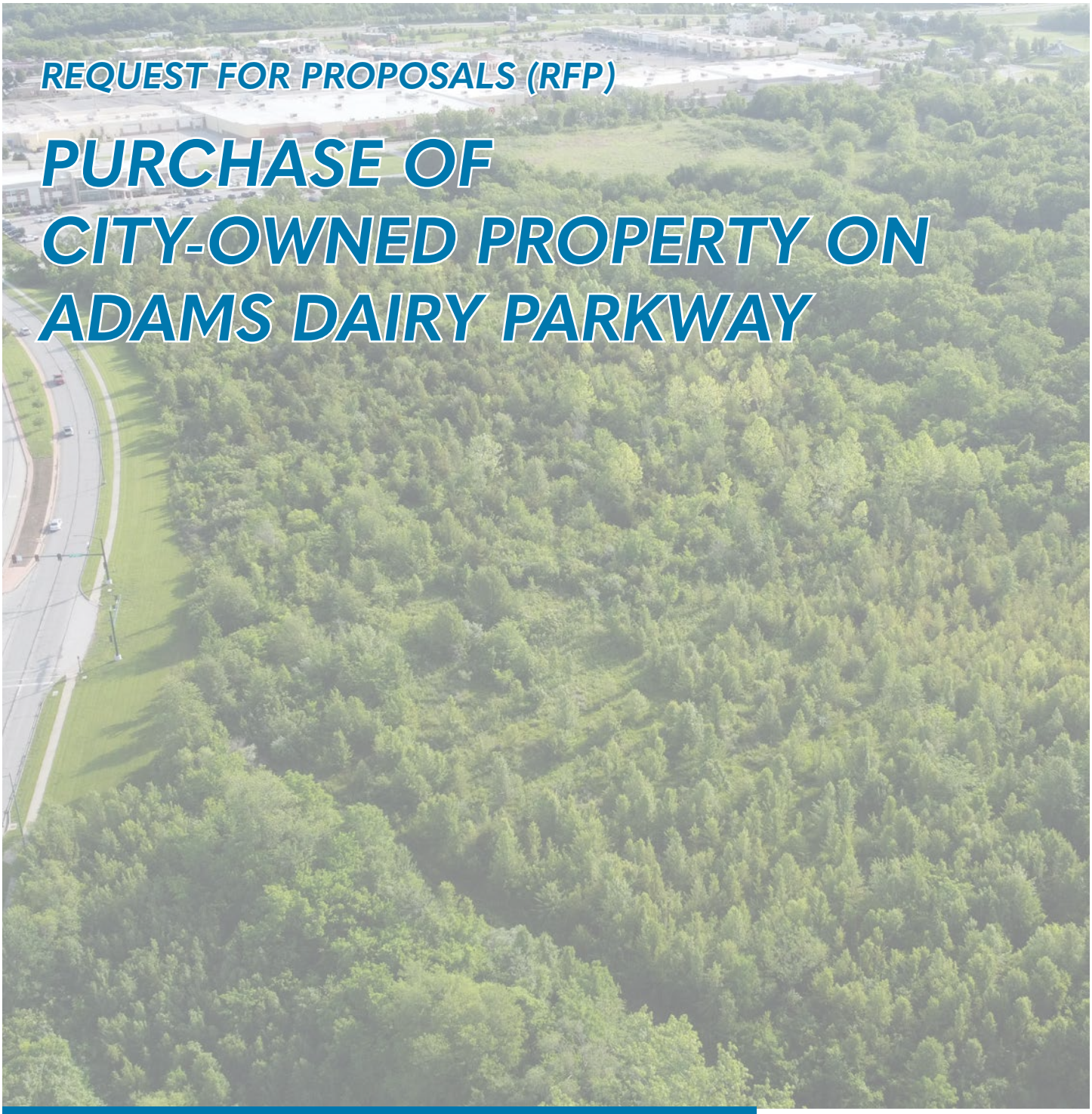
Article V. Proposed Process and Timeline (Revised)

- **RFP Issued:** July 16, 2024
- **RFP Due Date:** December 3, 2024 (extended from October 18, 2024)
- **Proposal Review by City Council:** December 2024 – January 2025 (Revised from November/December 2024)
- **Notification to Preferred Developer and Development Agreement Negotiations:** February/March 2025

All other terms and conditions of the RFP remain unchanged. Proposers are reminded to adjust their submissions in accordance with the new deadlines outlined above.

Thank you for your attention to this matter.

Mike Mallon, AICP
Senior Director City Development
City of Blue Springs



REQUEST FOR PROPOSALS (RFP)

PURCHASE OF CITY-OWNED PROPERTY ON ADAMS DAIRY PARKWAY

July 16, 2024 - RFP Issued
October 18, 2024 - Deadline for proposals

CITY OF BLUE SPRINGS, MO
City Development Department
903 W. Main St., Blue Springs, MO 64015
816-228-0124 I www.bluespringsgov.com

ABOUT BLUE SPRINGS

Blue Springs was founded by pioneers in 1827 along the cooling spring waters of the Little Blue River. In the last two decades the city has grown to more than 60,000 residents, holding the distinction of being the 10th largest city in Missouri. It offers all the excitement of metropolitan-style shopping and nightlife, with world-class sporting events, international conventions, all within a 25-minute drive, but when the day is through, the people of Blue Springs agree, there's no other place they would rather call home.





BLUE SPRINGS AMENITIES

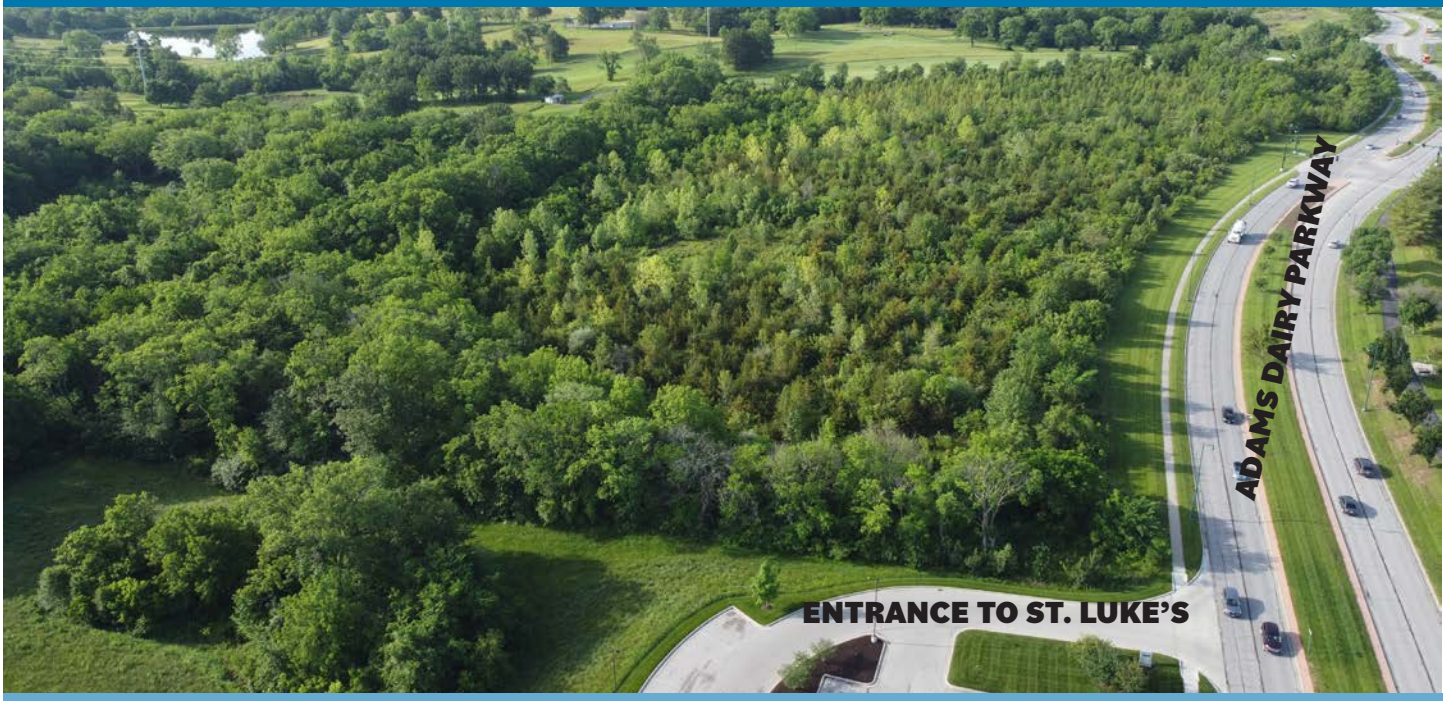
Located on Interstate 70, less than a half hour from downtown Kansas City, there is an energized, fast-growing place that knows the meaning of community. Blue Springs enjoys the benefits of:

- High-quality housing
- Central location
- Excellent health care
- Hiking trails
- Nationally recognized schools
- Outdoor recreation opportunities
- Parks

All of these are included in the many reasons families choose to live in Blue Springs! These amenities provide the foundation of a quality lifestyle for its residents.



PROJECT OVERVIEW



The Request for Proposals ("RFP") is being issued by the City of Blue Springs, Missouri ("City").

In compliance with the City's policy on the sale of City-owned property, staff has prepared a Request for Proposals (RFP) calling for submissions on the purchase and development of the property.

The RFP has been amended in several ways from previous issued RFPs, including 1) remaining open for a longer period to give staff and the development community more time to attract proposals that align with Council's expressed intent; 2) an updated vision for development that creates a vibrant, unique destination and sense of place that offers a mix of uses, including commercial, retail, office and services; and 3) inclusion of prior attempts to develop the property that is in alignment with Council's intent.

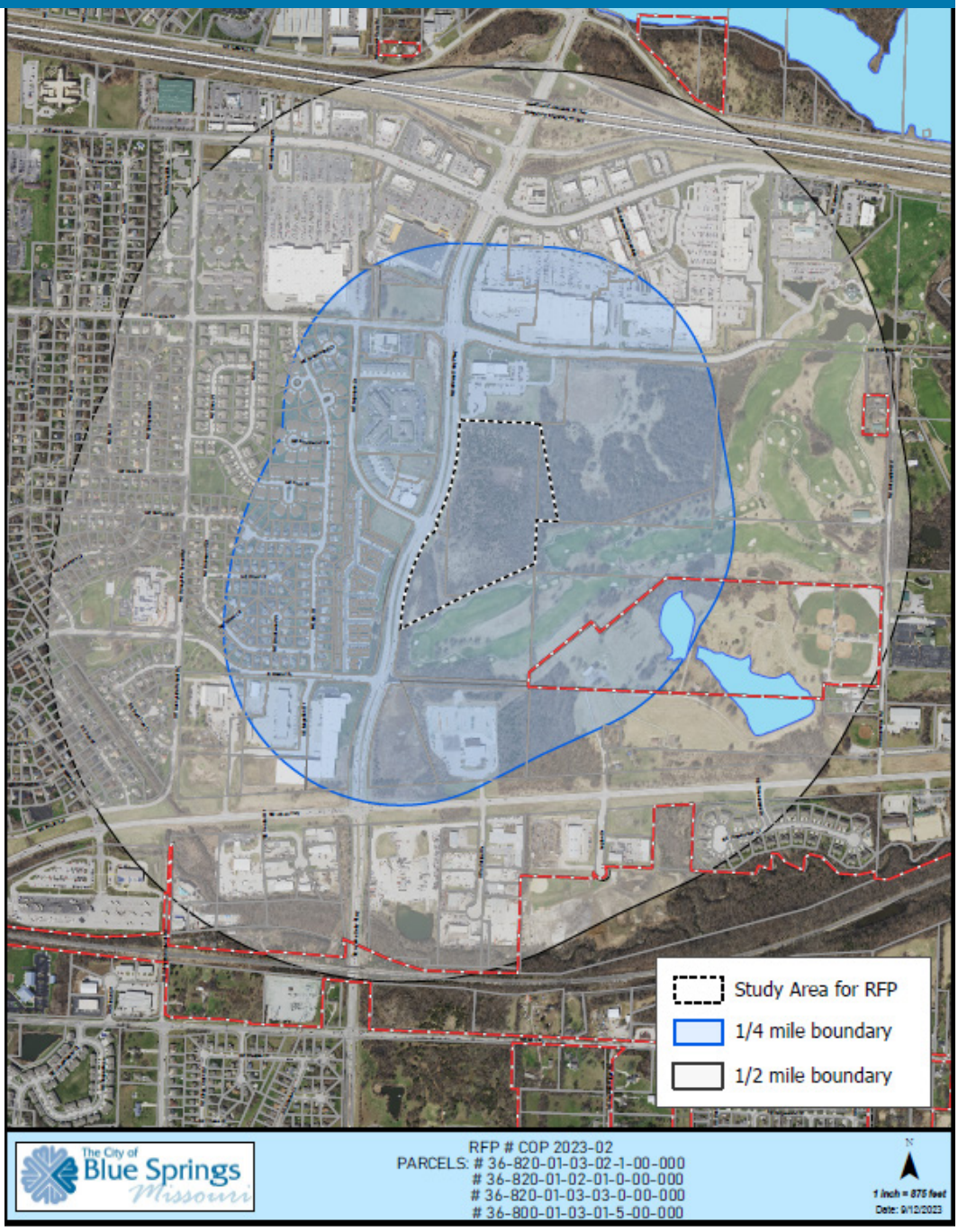
GENERAL INFORMATION AND CONDITIONS

1. The City of Blue Springs is accepting proposals from interested parties with the intention to purchase and develop city-owned property.
2. The property for consideration consists of four parcels totaling nearly 23 acres in size located on the southeast intersection of Adams Dairy Parkway and R.D. Mize Road.
3. Bids must be placed for all lots.
4. The City is seeking a qualified party with the interest, resources and experience to purchase and develop the parcel in a manner that would be a desirable addition to the Adams Dairy Corridor.
5. Preference will be given to proposals which outline a use of the parcels in the near future.
6. The City reserves the right to accept or reject any and all proposals for the best interest of the City.

PROJECT AREA BACKGROUND

This property, consisting of three parcels, was originally purchased in 2010 and 2012 for the Missouri Innovation Park.

- Adams/Frye property purchased 11/30/10 for $820,000 - 3.62 acres
- Gilkey Trust property purchased 3/22/12 for $1.5 million – 19.404 acres. The City had a "first right offer" agreement for up to 5 years. If the same purchase price had been applied to the remaining property (40.155 acres), the cost would be $3,104,128 for a total of $4,604,128 for 59.559 acres. The remaining 40.155 acres was purchased by St. Luke's.



The total cost of the property was $2,320,000.

After the discussions about the Missouri Innovation Park ended, the property has been considered for different uses.

- In 2013, the property was considered for use for a community center funded by a Parks Sales tax that was on the ballot and defeated on November 5, 2013.
- In 2014-15, city staff worked with Fike on a possible relocation to this property.

DESCRIPTION OF PROJECT AND REQUIREMENTS

I. Project Background and Goals

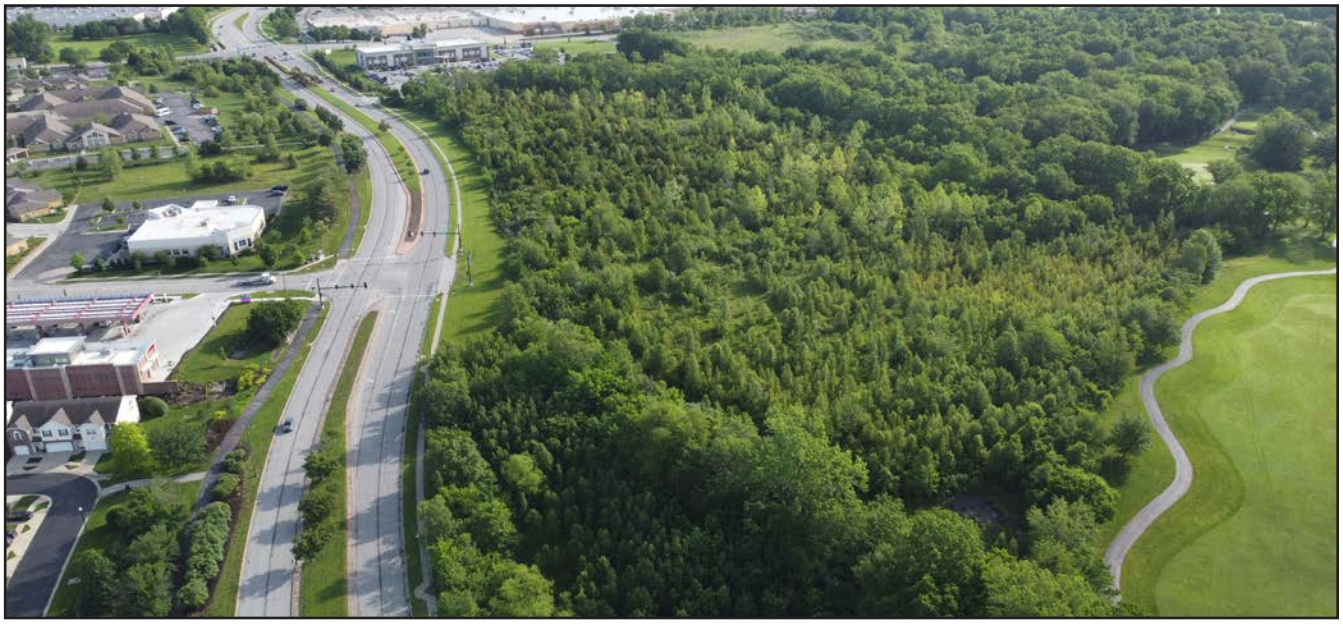
The City of Blue Springs, Missouri (City) is located in Eastern Jackson County along Interstate 70. Blue Springs is the 10th largest city in Missouri with a 2023 US Census Population more than 60,000 and continues to grow. The highest areas of growth and redevelopment have occurred around the I- 70 and Adams Dairy interchange. Preference will be given to buyers who plan to utilize the land in a manner that would stimulate the creation of a vibrant destination with a high-quality mix of land uses including commercial, retail, office, services, sit-down restaurants and the potential for upscale, Class A high-density residential to support existing development along the Adams Dairy Corridor

The Project Area is located between Adams Dairy Parkway and the Adams Pointe Golf Course (an 18-hole public course) with excellent access to I-70. The Project Area was originally part of a visionary development concept that included a satellite campus for the University of Missouri-Columbia and a business and science park totaling 117 acres with a planning area of 500 acres. This project did not ultimately move forward.

Tenants in the neighboring developments include:

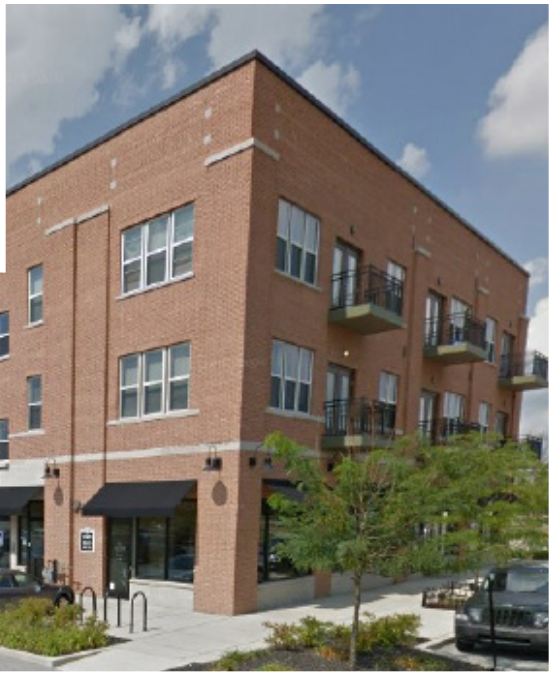
- 121 room Courtyard Marriot and Adams Pointe Conference Center.
- St. Luke's Health System.
- Durvet, an animal health product distributor
- MetrologyWorks, a measurement equipment manufacturer.
- Adams Dairy Landing is 65-acre, 552,000 square foot power center development anchored by national retailers and includes specialty shops and restaurants. Adams Dairy Landing serves the rapidly growing trade area of Eastern Kansas City as well as rural areas further east. This is the closest major retail center for thousands of homes in Jackson County.

Zoning: The project area is primarily zoned as Agricultural. A minority portion is currently zoned Residential Estate in an overlay district. The property would need to be rezoned based on the proposed land use.






VILLAGE







II. Site Information:

The property for consideration consists of four (unaddressed) parcels on located southeast of the intersection of Adams Dairy Parkway and R.D. Mize Road in Blue Springs, Missouri. Bids will only be accepted for those wishing to purchase all lots. The subject property is zoned agricultural in an overlay district.

The Jackson County parcel numbers and sizes are as follows:

- Parcel Number: 36-820-01-02-01-0-00-000 (17.82 Acres)
- Parcel Number: 36-800-01-03-01-5-00-000 (1.32 Acres)
- Parcel Number: 36-820-01-03-02-1-00-000 (3.76 Acres)
- Parcel Number: 36-820-01-03-03-0-00-000 (0.38 Acre)

Please see attached aerial map for more information regarding the location of the parcels.

III. Proposal Content:

All proposals must address the following areas:

1. Transmittal Letter: The transmittal letter should include:
   - Name, title, and contact information of the individual or individuals with the authority to bind the Developer.
   - Signature of individual or individuals representing the Developer.
   - Address and legal form of the Developer.
   - A statement that, if selected, the Developer will negotiate in good faith with the City.
   - A statement that the Developer is not in arrears in the payment of any obligation due and owing to the State of Missouri, the City of Blue Springs, of Jackson County, including tax payments and employee benefits, and that it shall not become so during the term of the agreement, if selected.
   - A statement that the proposal is valid for a minimum of 120 days from the submission deadline.
   - A statement that Developer will conform and accept responsibility for compliance with all applicable federal, state, and local laws, ordinances, and regulations.

2. Statement of Qualifications: The City seeks a Developer with extensive experience and a track record of success and delivering the objectives outlined in Section 4. Developers should include in their submissions a summary that demonstrates the Developer understands the requirements of this RFP

and a description as to how the Developer proposes to integrate the requirements of this RFP into the project.



3. Availability: A statement on the availability and commitment of Developer and assigned professional who will undertake the project.
4. Qualifications and Experience: Provide a summary of the Project Team's experience with projects similar to the proposed project. Descriptions of previous projects should include the following: total land and building area, scope, location, development value, duration of project from inception to completion; role of Project Team members during project execution, and client references, including authorization to contact references.
5. Project Plan: Submit a conceptual description of the proposed project that includes the intended uses for the proposed development for the Project Area and size of the uses. It is important the Developer describes how this project will meet the development goal outlined in Section I. An estimated timeline for project implementation and conceptual layout should be included. The City anticipates negotiating a development agreement with the preferred Developer that will require the Developer to submit additional materials and successfully complete the City's development application process.
6. Sale Price: The proposal will include the nature of ownership the Developer is requesting and include the amount the Developer is willing to pay for the Project Area. Please provide a letter of support showing proof of funds. The minimum sale price is $2,170,000.
7. Public-Private Partnership: The proposal should include a statement indicating whether the proposed development would be contingent upon any local or state government support or action other than review and approval of the development application. Any request for incentives must include a pro forma to outline the financial assumptions and projections of the proposed development, which shall outline the funding gap to be bridged with public incentives and estimated ROI with and without incentives. Preference will be given to proposals that do not rely solely on City financial incentives to make the development viable.
8. Disclosure and Non-Collusion Certification: Proposal will disclose any personal or professional interest which could be a possible conflict of interest in contracting with the City. The proposal must include a properly completed and executed Non-Collusion certification.

IV. Evaluation Criteria:

Developers interested in being considered should submit seven (7) hard copies and one electronic copy of the proposal by 5 p.m. October 18, 2024, to following address:
City Development Director
City of Blue Springs
903 West Main Street
Blue Springs, MO 64015

Proposals will be evaluated on the following criteria:

- Purchase Price
- Developer qualifications, experience, and creative vision.
- The capacity of the development proposal to create an upscale, vibrant mixed use development with retail, commercial, office, services, sit-down restaurants, and Class A high-density residential.
- Quality of conceptual development plan and compatibility with development objectives.
- Developer financial capabilities and the ability to successfully execute a project from concept to completion and ongoing operation.
- Ability of the proposal to support and/or encourage further development in the area and along Adams Dairy Corridor.

V. Proposed Process and Timeline:

- RFP Issued: July 16, 2024
- RFP Due date: October 18, 2024
- Proposal review by City Council: November/December 2024
- Notification to preferred Developer and development agreement negotiations: January/February 2025

VI. Conditions and Limitations:

By submitting a proposal in response to this RFP, the respondent expresses its intent to comply with the established timeline. In addition, the respondent accepts the evaluation process and methodology, as well as acknowledges and accepts that the determination of "the most qualified and capable" Developer will require subjective judgments. The City reserves the right to request clarification of information provided in proposals as a response to this RFP without changing the terms of this RFP. The City has the right, in its sole and absolute discretion, to reject any and all proposals received in response to this RFP and to cancel this RFP at any time, for any or no reason, prior to entering into any binding agreements. Responses to this RFP vest no legal or binding rights in the Developers nor does it or is it intended to impose any legally binding obligations upon the City, officials or employees of the City unless and until final legal binding agreements are negotiated and executed. This RFP does not commit the City to pay for costs incurred in the negotiation or other work in preparation of, or related to, a final agreement between the selected Developer and the City.

Any commitment made by the City will be subject to the appropriation of funds by the City Council to carry out any such commitments and the execution of a contract acceptable to the City. The City will not be responsible for any costs incurred by the Developers or Project Team member related to any response to this RFP and will not reimburse any costs to the Developer or Project Team member.

Before submitting a bid, bidders should carefully examine the site, and fully inform themselves to the existing conditions. To schedule a time, contact Mike Mallon at (816) 228-0124 to make arrangements.

VII. Exhibits and Resources

- Exhibit "A" Non-Collusion Certification
- General Conditions
- Map of Project Area (attachment)
- Blue Springs Comprehensive Plan - **www.bluespringsgov.com/DocumentCenter/View/11338**

GENERAL CONDITIONS GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS



1. SCOPE: The following terms and conditions, unless otherwise modified by the City of Blue Springs within this document, shall govern the submission of proposals and subsequent contracts. The City of Blue Springs reserves the right to reject any proposal that takes exception to these conditions.

2. DEFINITIONS AS USED HEREIN:

a. The term "request for proposal" means a solicitation of a formal, sealed proposal.
b. The term "respondent" means the person, firm, bidder or corporation who submits a formal sealed proposal.
c. The term "City" means City of Blue Springs, MO.
d. The term "City Council" means the governing body of the City of Blue Springs, MO.
e. The term "contractor" means the respondent awarded a contract under this proposal.

3. COMPLETING PROPOSAL: All information must be legible. Any and all corrections and/or erasures must be initialed. Each proposal must be signed in ink by an authorized representative of the respondent and required information must be provided. Contents of the proposal submitted by the successful respondent of this RFP will become part of any contract award as a result of this solicitation.

4. REQUEST FOR INFORMATION: Any requests for clarification of additional information deemed necessary by any respondent to present a proper proposal shall be submitted in writing to the City of Blue Springs, 903 W. Main Street Blue Springs, MO 64015, referencing this RFP number, a minimum of five (5) calendar days prior to the proposal submission date. Any request received after the above stated deadline will not be considered. All requests received prior to the above stated deadline will be responded to in writing by the City in the form of an addendum addressed to all prospective respondents.

5. CONFIDENTIALITY OF PROPOSAL INFORMATION: Each proposal must be submitted in or under cover of a sealed envelope to provide confidentiality of the information enclosed. The envelope should be sealed and clearly marked with RFP number and the name of the project. All proposals and supporting documents will remain confidential until a final contract has been executed. Information that discloses proprietary or financial information submitted in response to qualification statements will not become public information. This is in accordance with the Missouri Sunshine Law.

6. SUBMISSION OF PROPOSAL: Proposals are to be sealed and submitted to the City of Blue Springs, 903 W. Main Street, Blue Springs, MO 64015, prior to the date and time indicated on the cover sheet. At such time, all proposals received will be formally opened. The opening will consist of only the name and address recording of respondents.

7. ADDENDA: All changes, additions and/or clarifications in connection with this proposal will be issued by the Purchasing office in the form of a WRITTEN ADDENDUM. SUBMIT EQUAL NUMBER OF SIGNED ADDENDUM WITH THE NUMBER OF PROPOSALS REQUIRED. Verbal responses and/or representations shall not be binding on the City.
8. LATE PROPOSALS AND MODIFICATION OR WITHDRAWALS: Proposals received after the date and time indicated on the cover sheet shall not be considered. Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Proposals that are resubmitted or modified must be sealed and submitted to the Purchasing Office prior to the proposal submission deadline. Each respondent may submit only one (1) response to this proposal.
9. BONDS: When a Bond is required it shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings.)
10. NEGOTIATION: The City reserves the right to negotiate any and all elements of this proposal.
11. TERMINATION: Subject to the provisions below, any contract derived from this Request For Proposal may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted.

a. TERMINATION FOR CONVENIENCE

In the event that the contract is terminated or canceled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.

b. TERMINATION FOR CAUSE

Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

c. TERMINATION DUE TO UNAVAILABILITY OF FUNDS IN SUCCEEDING FISCAL YEARS.

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled and the contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

12. TAX EXEMPT: The City and its Agencies are exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the State of Missouri.
13. SAFETY: All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
14. RIGHTS RESERVED: The City reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any proposal, and to make award to the response deemed to be most advantageous to the City.
15. RESPONDENT PROHIBITED: Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this proposal or any resultant agreement or its rights, title, or



interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the City.

16. DISCLAIMER OF LIABILITY: The City, or any of its agencies, will not hold harmless or indemnify any respondent for any liability whatsoever.
17. HOLD HARMLESS: The contractor shall agree to protect defend, indemnify, and hold the City Council, City of Blue Springs, MO, its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character resulting from the error, omission or negligent act of the contractor, its agents, employees or representatives, in the performance of the contractor's duties under any agreement resulting from award of this proposal.
18. LAW GOVERNING: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri.
19. ANTI-DISCRIMINATION CLAUSE: No respondent on this request shall in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
20. DOMESTIC PRODUCTS: The City of Blue Springs follows Section 34.353, RSMo that requires each contract for the purchase or lease of manufactured goods or commodities by the City, and each contract made by the City for construction, alteration, repair, or maintenance of any public works shall contain a provision that any manufactured goods or commodities used or supplied in the performance of that contract or any subcontract thereto shall be manufactured or produced in the United States.
21. CONFLICTS: No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.
22. DEBARMENT: By submission of its response, the Contractor certifies that neither it nor its principals is presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administrations List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to in excess of $100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of $100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an Federal Department , agency or prevision of law. If the Contractor is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.

Blue Springs, MO





Legend

- City Limits
- Lift_Stations
- Manholes
- San_Line
- Storm_Inlets
- Storm_Misc
- Storm_Manholes
- Storm_Lines
- WMisc
- Waterlines
  - Private
  - Hydrant
  - City Owned
- Fiber Optic Access
- Fiber Optic Lines
  - City of Blue Springs - Dedicated
  - City of Blue Springs - Shared
  - BSSD - Dedicated
  - BSSD - Shared
- Street_Lights
- Addresses
- City Parcels
- Streets
- County Parcels

Notes

516.7 0 258.33 516.7 Feet

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Attachment 4

ADAMS DAIRY PARKWAY MIXED-USE DEVELOPMENT

City Council | March 3, 2025







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Introduction

Site Location

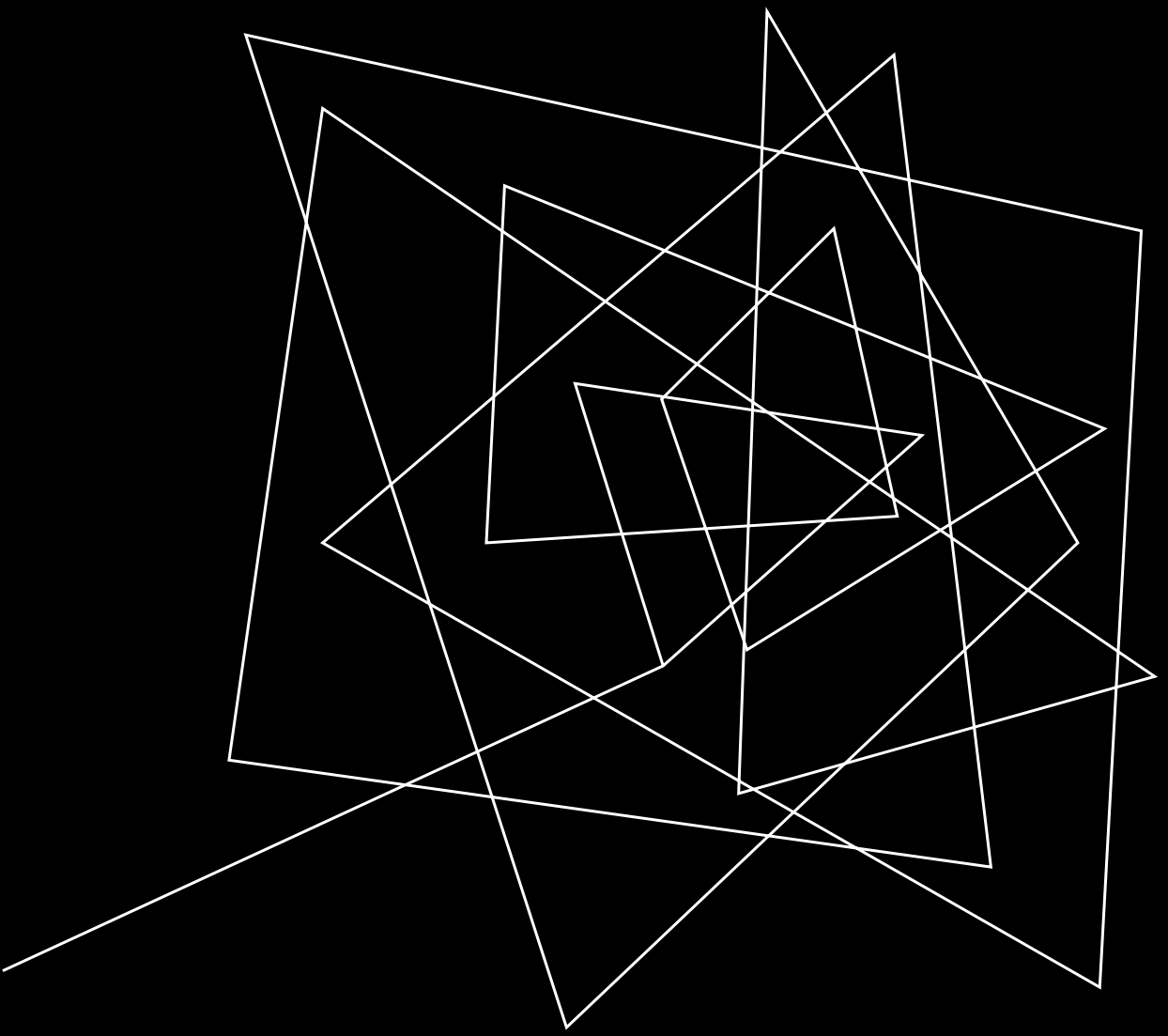
Development Plan

Targeted Outcomes

Proposed Incentives

Positive Impacts

Q & A



INTRODUCTION

GRIFFIN RILEY

>> ABOUT US <<

Griffin Riley Property Group (GRPG) is a full-service commercial real estate (CRE) development and management company specializing in the delivery of best-in-class projects across multiple product types. We produce all forms of single and multi-family residential, office, retail, mixed-use, and industrial, whether it be reinvigorating an existing asset or new ground-up development/redevelopment.

Our team was founded on the principles of **integrity and transparency with the #1 goal of treating you like FAMILY** because that's how it should be.

VISION

Our greatest desire is to provide the **most reputable and distinctive** commercial real estate opportunities to as many communities and neighborhoods as possible.

MISSION

We are guided by a relentless pursuit of **doing the right thing**. To that end our calling is to offer a wide range of residential and commercial real estate solutions to a community or neighborhood.

VALUES

- **Work for top quality**
- **Always give back**
- **Possess great passion**
- **Believe in excellence**
- **Show integrity**
- **Stay honest**

Who is GRPG?

GRIFFIN RILEY

Founded in 2017, **Griffin Riley Property Group (GRPG)** is a full-service commercial real estate development and management company specializing in the delivery of best-in-class projects across multiple product types.

We produce all forms of single and multi-family residential, office, retail, mixed-use, and industrial, whether it be reinvigorating an existing asset or new ground-up development/redevelopment.

Our team was founded on the principles of integrity and transparency with the #1 goal of treating you like family because that's how it should be.



2.1 MILLION+ Square Feet
In real estate assets



75+ Years of Experience
As a senior management team



Team Approach
Dedicated professionals assigned to the project



21+ Projects
Across multiple asset classes



$456+ Million
Total portfolio value



1,875 Units
Developed or Acquired

OUR STORY

Operations & Management Capabilities

With over **2.1 MILLION SQUARE FEET and $425 MILLION of commercial and residential property completed or currently in our portfolio (and growing)**, our experienced and talented team works with local leaders to create a project with long-term viability. This hands-on approach through the entire process sets us apart from our competition and enables us to consistently produce both delighted and successful partners, ensuring the best possible results.

Financing Plan & Private Financing Capabilities

GRPG is equipped with the **financial backing of our private investment group comprised of local and regional investors** as well as **financing capabilities established through several key area banks** and non-traditional financing sources. We are poised to move quickly in the creation of a successful project.

Programming & Operational Flexibility

We believe GRPG is uniquely qualified to develop and manage this project. Our experience combined with our development partners and consultants provides a **deep understanding of how to develop, manage, and occupy all aspects of high-quality development**.

Project Plan & Approach

GRPG takes an **ownership approach to managing property**. We are not an office of brokers hungry to make the next deal. Rather, we are a **small yet mighty team committed to enhancing the long-term value of properties**. All while dramatically improving the quality of life for communities.







OUR STORY

Community Engagement

GRPG is steadfast in our belief that **new development should integrate seamlessly into the neighborhood**. We pay special attention to maintaining neighborhood view corridors, creating an engaging pedestrian experience, and using materials that reflect and complement the surrounding buildings.

We will **work with the City, surrounding property owners, and community stakeholders throughout the entire project** to maintain open lines of communication as project milestones occur, construction impacts the neighborhood, and design changes arise.

HISTORY

Our founder, Fred Delibero **began his career as a commercial real estate professional in 1992** holding senior commercial leasing and development positions with The Mills Corporation, and Copaken, White & Blitt.

In **2002, Fred started Summit Custom Homes**, a semi-custom home building and land development company in Kansas City. Under his direction, Summit grew to become the largest home builder in the Kansas City Market. In 2015, Builder Magazine ranked Summit the 129th largest builder in the nation.

Following the sale of Summit in late **2016** to Clayton Properties Group (a wholly owned subsidiary of Berkshire Hathaway), **Fred formed Griffin Riley Property Group**, LLC, with the intent of investing in and developing commercial and residential properties. Since its inception, the company has completed acquisitions and new projects across the Kansas City metro area including the development, purchase, leasing, repositioning, and management of neighborhood retail centers, office, warehouse, and residential for rent properties.







OUR PEOPLE

Fred Delibero
Founder/CEO



Fred holds his Missouri and Kansas real estate license and is a former member of the Board of Directors of the Greater Kansas City Home Builder's Association where he served as President in 2013, the National Association of Home Builders, and Hope Haven of Cass County, a domestic violence shelter.

Fred earned his dual-major Bachelor of Science Degree in Marketing and Management from Fort Lauderdale College, and his Master of Business Administration degree from Nova Southeastern University in Florida. He is a past member of the board of directors of the Greater Kansas City Home Builder's Association (2009-2017) where he served as President in 2013, a board member with the National Association of Home Builders (2010-2017) and has served on non-profit boards. He served on the Lee's Summit Planning Commission for 8 years (2009-2017) where he helped guide smart land development practices and is a past member of the advisory board for the Lee's Summit Economic Development Council and the Public Safety Advisory Board for the City of Lee's Summit.

Fred is also a principal investor and partner in several additional multi-family for rent projects including the successful 56-unit Centropolis on Grand luxury apartment project finished fall 2016 on an infill lot at 5th and Grand in the River Market area of Kansas City; Ashland on Third, a 93-unit luxury apartment project scheduled to begin construction Spring 2020 located at 3rd and Grand in the River Market area of Kansas City; Skyline Apartments, a 93-unit apartment community located in Liberty, Missouri acquired in 2017 and repositioned to increase rents and occupancy; Westowne Apartments, a 141-unit apartment community located in Liberty, Missouri acquired in 2018 currently undergoing a repositioning; and REI Partners, LLC, a for rent investment and management company.

Over the course of his career, he and his team have raised and/or donated nearly $12,000,000 to charities including St. Jude, Drumm Farm Center for Children, Hope Haven, Boys and Girls Club of Greater Kansas City, Harvester's Community Food Network, Lee's Summit Social Services, the Kansas City Zoo, and many others. He, his wife Lisa, and two adult children all reside in Lee's Summit.







OUR PEOPLE

Jake Loveless
Vice-President



As Vice President at GRPG, Jake leads business development, investment evaluation, entitlements, contractor and government relations, project management, operations, and more. Jake personally managed all aspects related to pre-development, financial analysis, planning, entitlements, tax abatement, contractor selection, negotiations, and project management for The Residences of Echelon, a 243-unit luxury apartment community in Lee's Summit; The Venue, a 204-unit for rent luxury townhome community in Raymore; and Blackwell, a 467-unit mixed use residential and commercial project on 63-acres in Lee's Summit, Missouri. In addition to this, he also oversees development, construction, property management and leasing of all commercial assets owned by GRPG.

Prior to joining GRPG, Jake served in several roles at Summit Custom Homes starting in 2010 as a Project Manager and quickly ascending to Director of Purchasing and Estimating and finally Director of Business Development where he identified and structured bulk lot purchases, new land development projects, and other investment opportunities.

Jake earned his Bachelor of Science Degree in Marketing and Management, and his Master of Business Administration degree from Washburn University, one of the top ranked business schools in the nation, where he also played college baseball. Jake is a member of the board of directors for Drumm Farm Center for Children and St. Luke's Hospital where he generously donates time and resources. He personally invests in residential and commercial rental property including GRPG sponsored projects. He resides in Lee's Summit with his wife, Emmie, and their three children.







OUR PEOPLE

Matt Tapp
Director of Acquisitions & Entitlements



Matt brings over 20+ years of knowledge and experience from the local economic development and planning/community development realms. Since 2000 he has held leadership roles, guided critical teams, and worked to make a difference for several communities across the KC metro area.

His core responsibility with GRPG is to identify new project opportunities and collaborate with local community leaders to deliver the top pinnacle projects for their community. Spanning his career, Matt has successfully facilitated the production of over $600MM+ in project activity, generating extensive economic impact and thousands of jobs in the process. He thoroughly enjoys partnering with communities to achieve their pinnacle goals and objectives, all while moving them forward.

Currently, Matt has either finished or is actively pursuing nearly $400MM+ worth of new development projects across the greater Kansas City metro highlighted by a new vibrant mixed-use town center in southern Lee's Summit, Missouri and a multi-faceted project featuring luxury apartments, retail, and a hotel site in Raymore, Missouri.

He resides in Kansas City, Missouri with his wife and their three children. When Matt's not on the job, he loves spending time with family, being active, and indulging his appetite for traveling to different locales (especially warm tropical paradises).







OUR PORTFOLIO

BLACKWELL COLLECTION

Product Type: New Development | Mixed-Use
Location: US 50 Highway & Blackwell Road interchange, Lee's Summit, MO
Estimated Total Project Cost: $105+MM

< Webpage >



Key Highlights

- **4 Principal Components**

SHOPS at Blackwell

- 1 Floor
- 37,955 SF









RESIDENCES AT BLACKWELL

- Luxury Apartments
- 268 Units
- Full-service clubhouse and amenities







OUR PORTFOLIO

GRIFFIN RILEY

BLACKWELL COLLECTION

Product Type: New Development | Mixed-Use
Location: US 50 Highway & Blackwell Road, Lee's Summit, MO
Estimated Total Project Cost: $105+MM

Key Highlights

- **4 Principal Components**







REUNION AT BLACKWELL

- Active Adult Townhomes
- Single-story
- 122 Units



RESERVE AT BLACKWELL

- BTR (Build-To-Rent) Single-Family Residences
- 1,400 – 1,700 square feet
- 77 Units



OUR PORTFOLIO

GRIFFIN RILEY

THE VENUE

Product Type: New Development | Townhomes
Location: North Cass Pkwy & Dean Ave, Raymore, MO
Estimated Total Project Cost: $39-40MM

< Webpage >

Key Highlights

- 204 Units
- Full-service Clubhouse + Outdoor Amenities
- Opened January 2023










OUR PORTFOLIO

GRIFFIN RILEY

ASCEND

Product Type: New Development | Townhomes
Location: 58 Hwy. & Sunrise/Dawn St., Raymore, MO
Estimated Total Project Cost: $25MM

< Webpage >

Key Highlights

- 116 Units
- Community Clubhouse + Outdoor Amenities
- Opening March 2025











OUR PORTFOLIO

RESIDENCES AT ECHELON

GRIFFIN RILEY

Product Type: New Development | Luxury Apartments
Location: Near 150 Hwy & 291 Hwy, Lee's Summit, MO
Estimated Total Project Cost: $40MM

< Webpage >

Key Highlights

- 244 Units
- Resort-style Clubhouse + Amenities
- Opened in 2019

















OUR PORTFOLIO

Single-Family Homes

GRPG leadership has vast experience delivering premier, class-leading single-family neighborhoods across the Kansas City, Des Moines, and Boise metro areas. Through that work, the leadership team won more than 150 awards for excellence and was named among Kansas City Business Journal's Champions of Business, Builder Magazine's Top 10 Up-and-Coming Building Firms, and the Inc. 5000 Fastest Growing Private Companies in America.

Key Highlights

- 3,000+ units
- Award-winning community amenities
- Owned, Summit Homes 2002-2016
- Operated, Summit Homes 2002-2022















OUR PORTFOLIO

Oak Tree Commons

Product Type: New Development | Multi-Tenant Commercial
Location: 1151 SE Oldham Pkwy, Lee's Summit, MO
Total Project Cost: $3.2MM

Key Highlights

- 18,000 square feet
- Completed 2017
- Fully leased







OUR PORTFOLIO

Meadowland Commons

Product Type: New Development | Multi-Tenant Commercial
Location: 1207-1251 W Harold St, Olathe, KS
Total Project Cost: $3.5MM

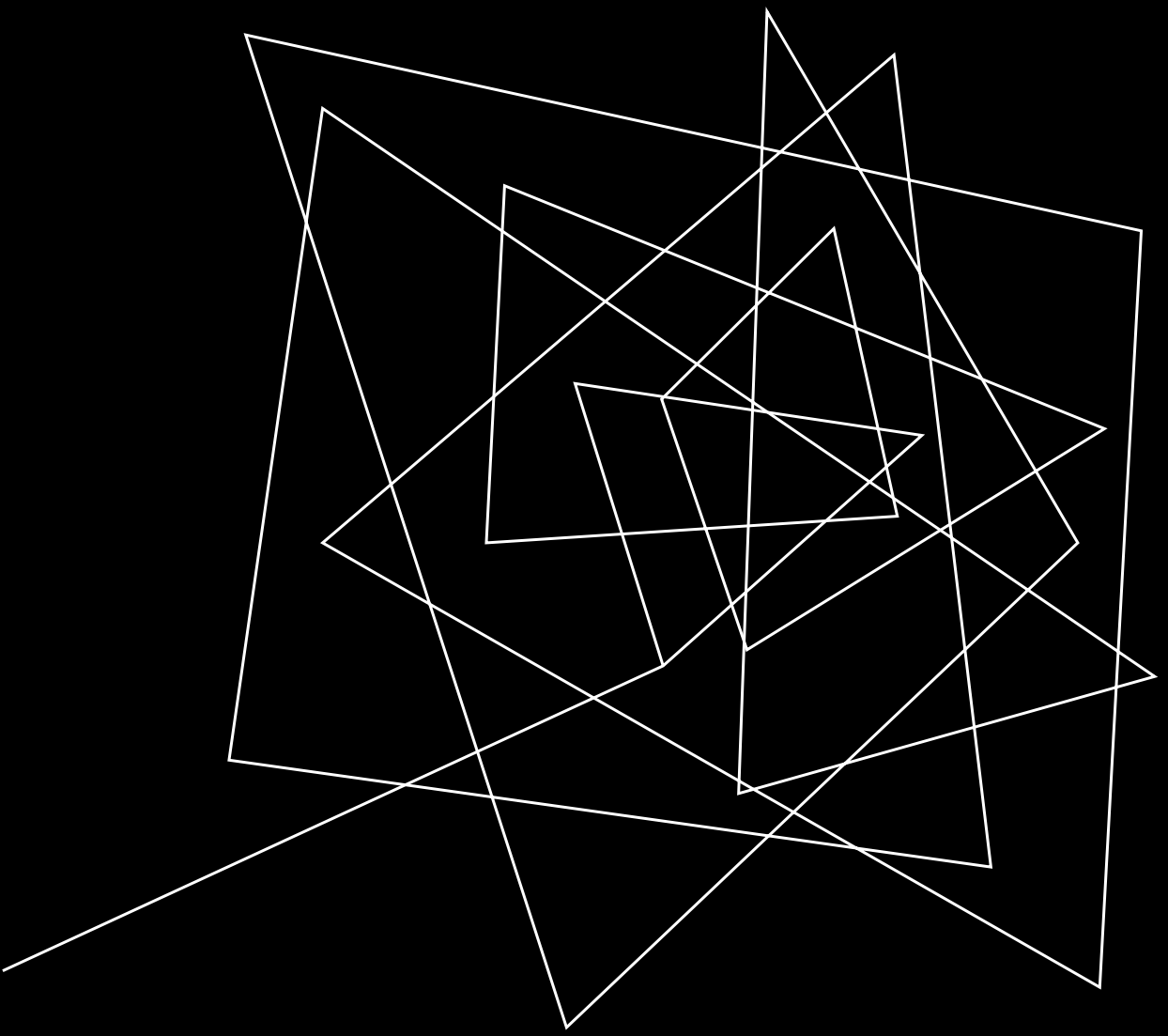
Key Highlights

- 18,000 square feet
- Completed 2016
- Fully leased









SITE LOCATION

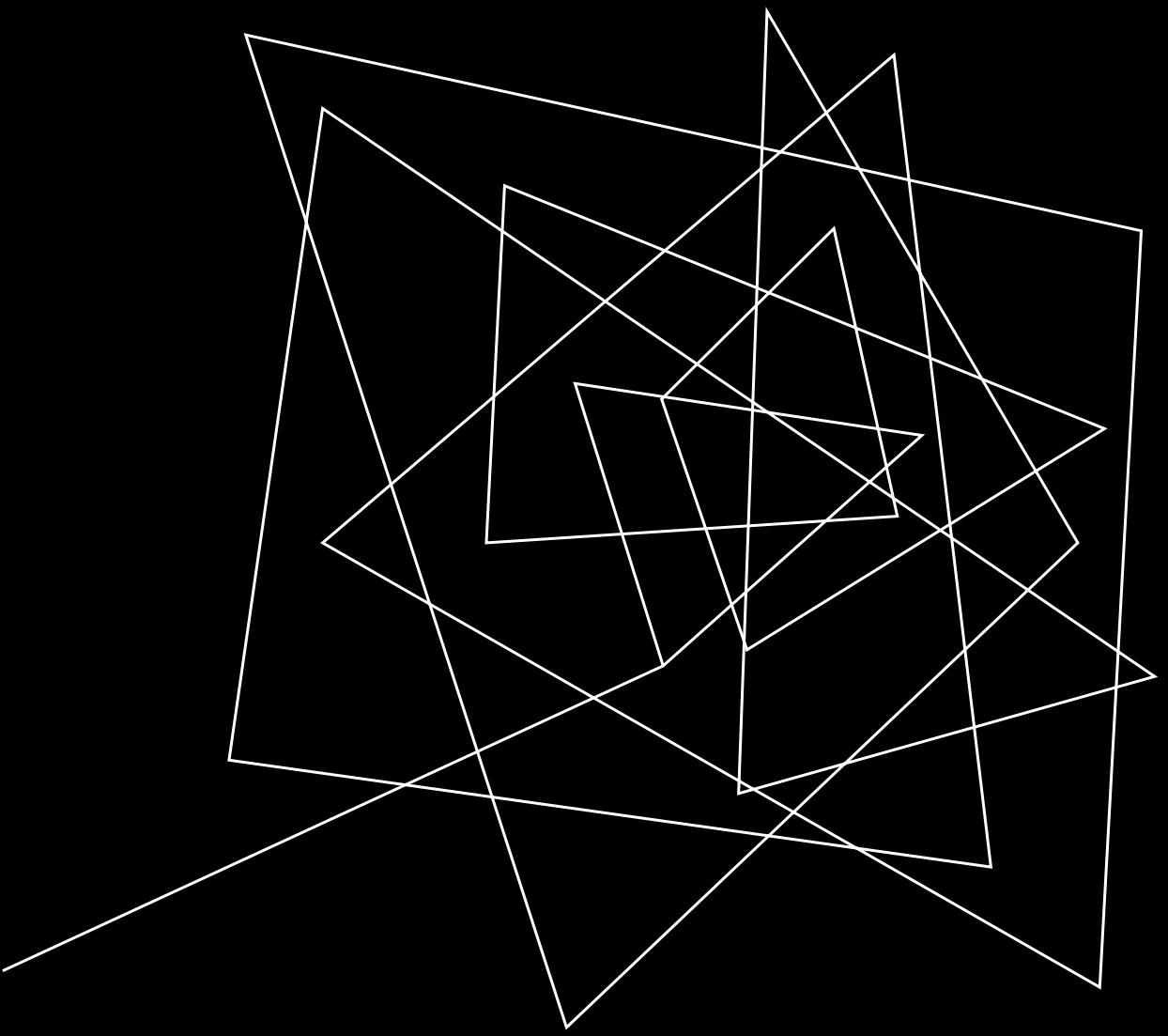
LOCATION OVERVIEW

- **Location:**
  - Adams Dairy Parkway south of R.D. Mize Road/St. Luke's Multispecialty Clinic
- **Size:**
  - 23.28 +/- acres according to Jackson County Assessor GIS mapping (4 parcels)
- Idyllic location for luxury apartment living
- Natural continuation of newer real estate development to the north





ADAMS DAIRY PARKWAY MIXED-USE



DEVELOPMENT PLAN

DEVELOPMENT PLAN

- **Property Size**
  - 23.28 +/- acres
- **Commercial Use**
  - Highly-visible frontage along Adams Dairy Pkwy
  - Best-in-class design
  - Attract restaurants and retail businesses that complement luxury apartments
- **Luxury Apartment Living**
  - Distinctive “Class A+” luxury apartment community
  - Full-service clubhouse and amenities (indoor & outdoor)
  - Gorgeous views overlooking pristine golf course
  - 322 units
    - 6 Buildings | 4 Stories



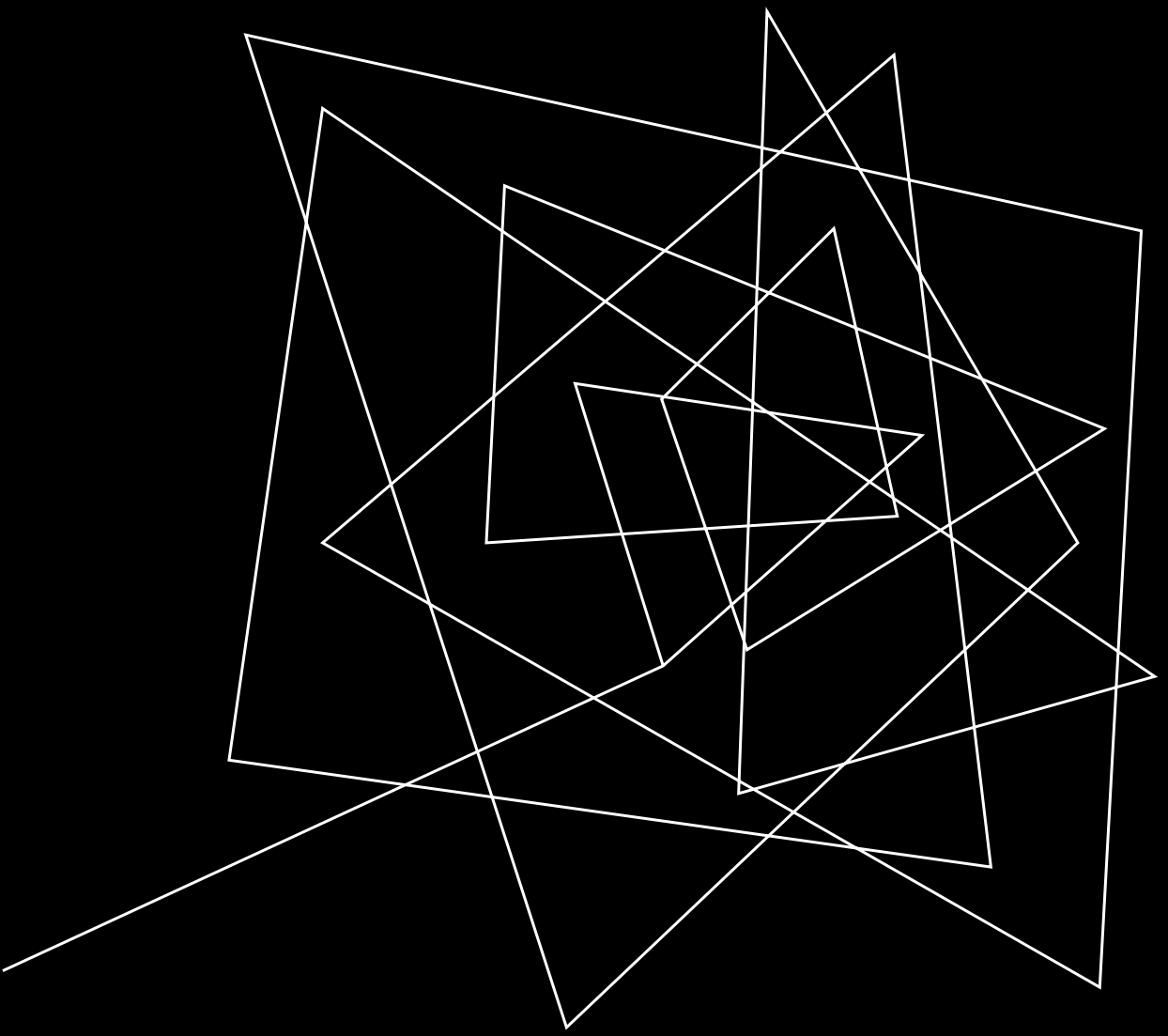








ADAMS DAIRY PARKWAY MIXED-USE



TARGETED OUTCOMES

TARGETED OUTCOMES

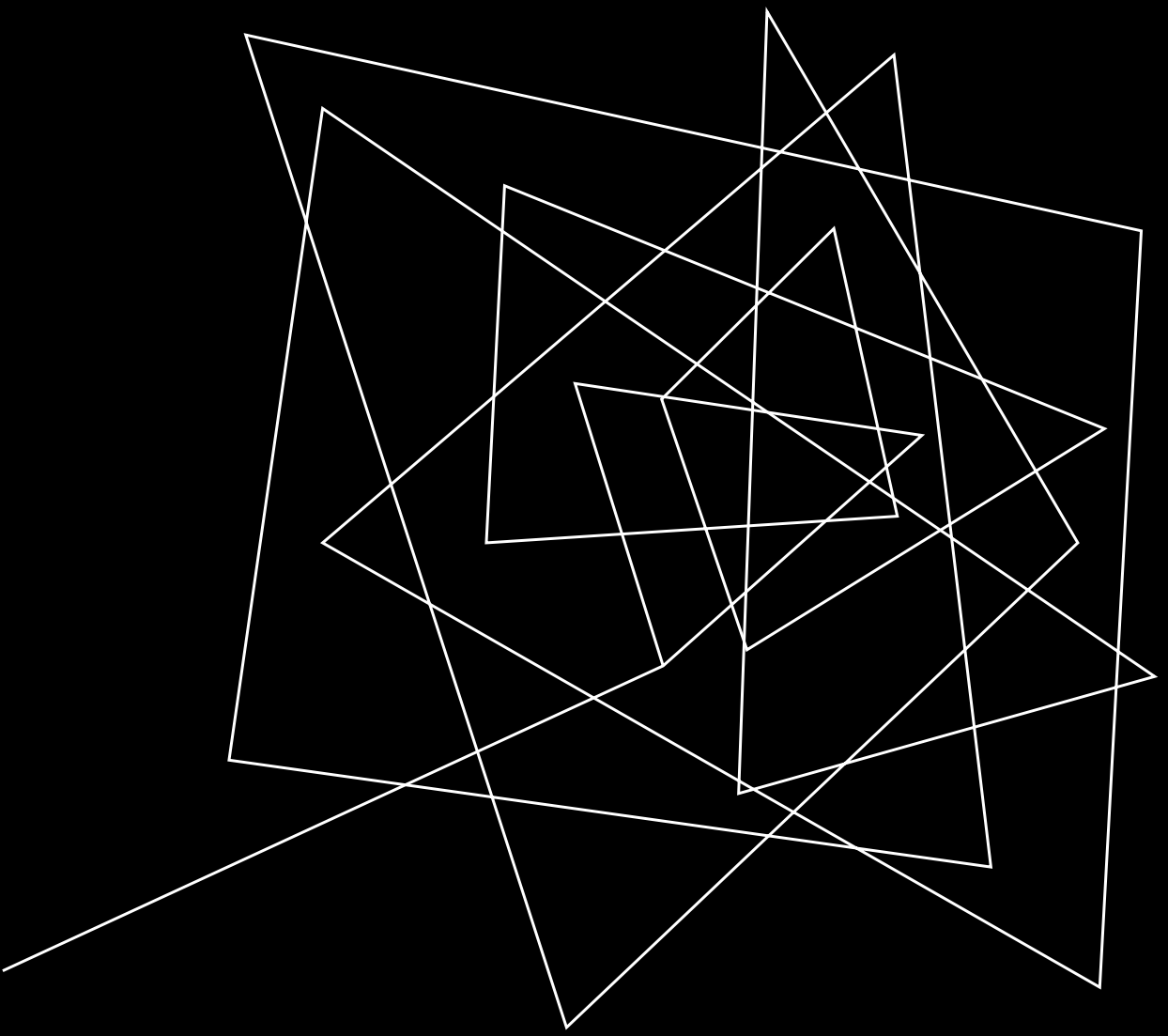
- Theme: the LINC
  - Project includes a full loop trail around the entire development
  - Connects with public sidewalk along Adams Dairy Parkway
- Theme: Neighborhoods & Gathering Places
  - Project will provide multiple gathering places in the commercial district
- Theme: breathing new life into old corridors
  - While Adams Dairy Parkway is not “old”, placing a vibrant mixed-use center will breathe new life in the corridor
  - Ignite additional investment/re-investment in the area
- Value: City Image
- Places Goal 2: create distinct places along corridors
  - Quality mixed-use development at this location will substantially enhance the community’s image
  - Firmly establishes Blue Springs as a top place to live, shop, and visit
- Investment Goal 1: grow & diversify business
- Investment Goal 2: environment supports entrepreneurs & small business development
  - New commercial space opens greater possibilities for local small businesses
  - New residents moving to City strengthens employment base and generates new demand for goods and services
  - New residents in the area will attract more commercial/retail tenants to this site
- Investment Goal 3: integrate housing choices
  - New quality luxury-level residences and full-scale amenities fulfills the needs of higher-income modern professionals
  - Mixture of different unit types (Studios to 2 bedroom + den) offers housing choices for a multitude of demographics

Source(s):
2014 City of Blue Springs Comprehensive Plan









PROPOSED INCENTIVES

PROPOSED INCENTIVES

Residential

- Ch. 100 Bonds
  - Sales tax exemption on construction materials (STECM)
  - PILOT payments + biennial increases

Retail/Office Commercial

- Ch. 100 Bonds
  - Sales tax exemption on construction materials (STECM)
  - PILOT payments + biennial increases

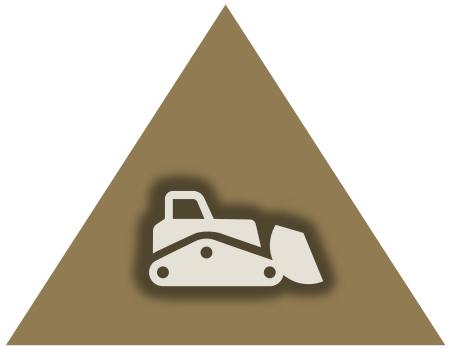
- Community Improvement District (CID)
  - 1% special sales tax







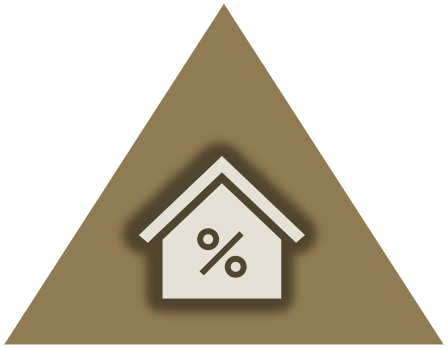
WHY INCENTIVES?



RAISED Construction Cost

+ 23% Since 2019

(Source: U.S. Census Bureau)



PROHIBITIVE Interest Rates

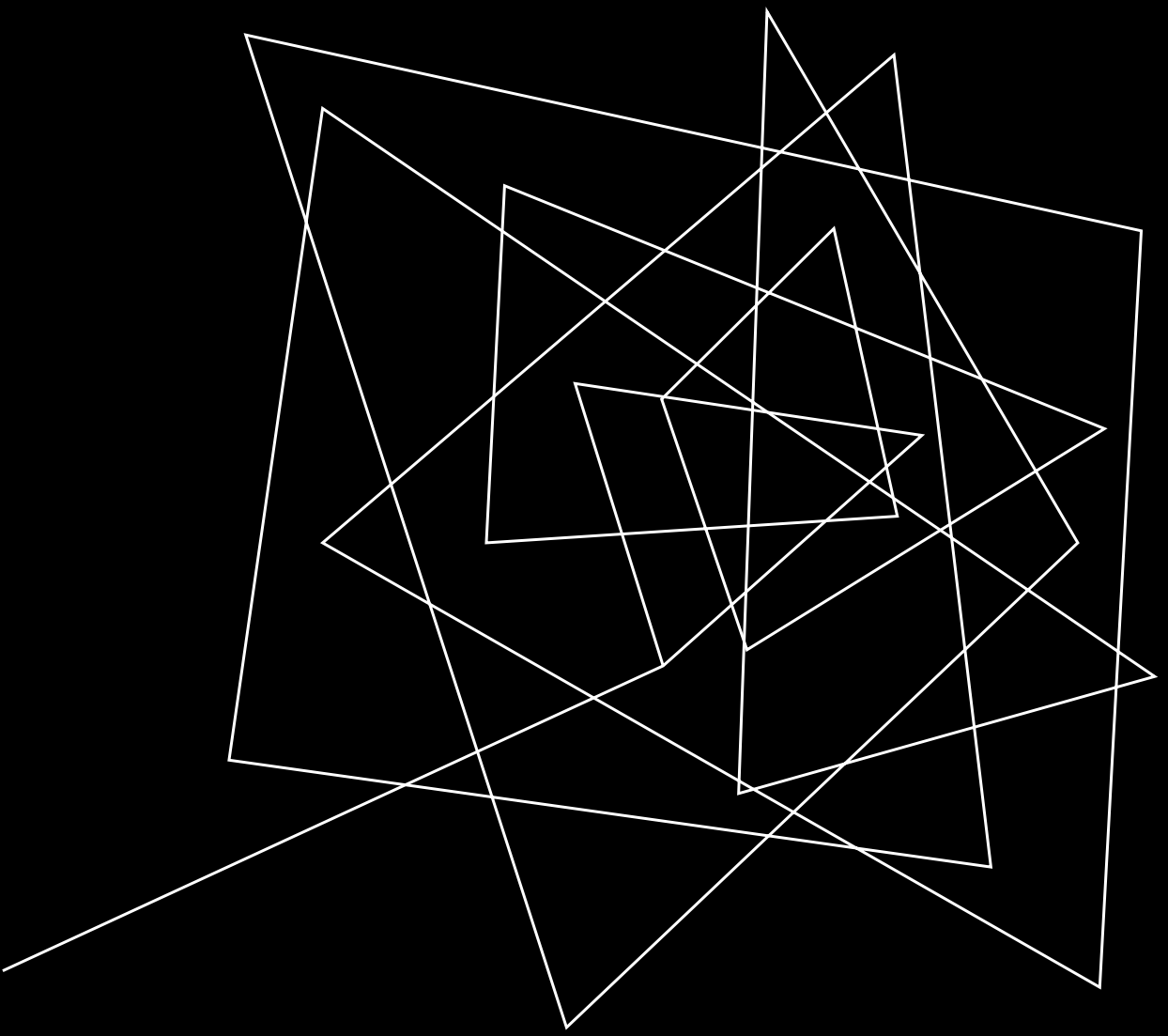
+ 4.75-5.00% Federal Funds Rate Since 2022

(Source: CNBC)



ELEVATED Risk

Under-established Class A+ Sub-Market



POSITIVE IMPACTS

PROPERTY TAX IMPACT

TOTAL

$9,319,300

$8,044,800
Residential

$1,274,500
Retail/Office

Proposed Estimated Property Taxes

(25-Year Post-Construction Periods, rounded to the nearest $100)

$0

Current Estimated Property Taxes

(25-Year Period, rounded to the nearest $100)







GRIFFIN RILEY

SALES TAX IMPACT

$12,676,100

Proposed Estimated Sales Tax

(25-Year Post-Construction Period, rounded to the nearest $100)

$0

Current Sales Tax

(25-Year Period, rounded to the nearest $100)







COMBINED IMPACT

$21,995,400

Proposed Estimated Tax Generation

(25-Year Post-Construction Period, rounded to the nearest $100)

$0

Current Tax Generation

(25-Year Period, rounded to the nearest $100)







“RIPPLE EFFECT” ECONOMIC IMPACT

> APARTMENTS ONLY

- **During Construction (Annually)**
  - **$37,674,000 ➚ Total Economic Impact (Local Income)**
  - **$7,084,000 ➚ Taxes and Other Revenue for Local Governments**
  - **518 Local Jobs (Project Impact)**

These are local impacts, representing income and jobs for residents of the typical metropolitan area or nonmetropolitan county, and revenue for all jurisdictions within the local area. They are also one-year impacts that include both the direct and indirect impact of the construction activity itself, and the impact of local residents who earn money from the construction activity spending part of it within the local area’s economy.

- **Annual Recurring (Post-Construction/Stabilization)**
  - **$8,372,000 ➚ Total Economic Impact (Local Income)**
  - **$1,619,660 ➚ Taxes and Other Revenue for Local Governments**
  - **142 Local Jobs**

These are ongoing, annual local impacts that result from the new apartments becoming occupied, and the occupants paying taxes and otherwise participating in the local economy year after year. They also represent impacts that have been reduced to account for the natural vacancy rate that tends to prevail in multifamily properties (see page 23 of the Technical Documentation).

Source: National Association of Home Builders (NAHB)
Based on 322 units of apartments







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DESIRABLE NEW NEIGHBORS

$92,000

Class A+ Apartments
Median Income

(Source: 2020 RealPage, Inc. Top 50 Markets Study)

$57,780

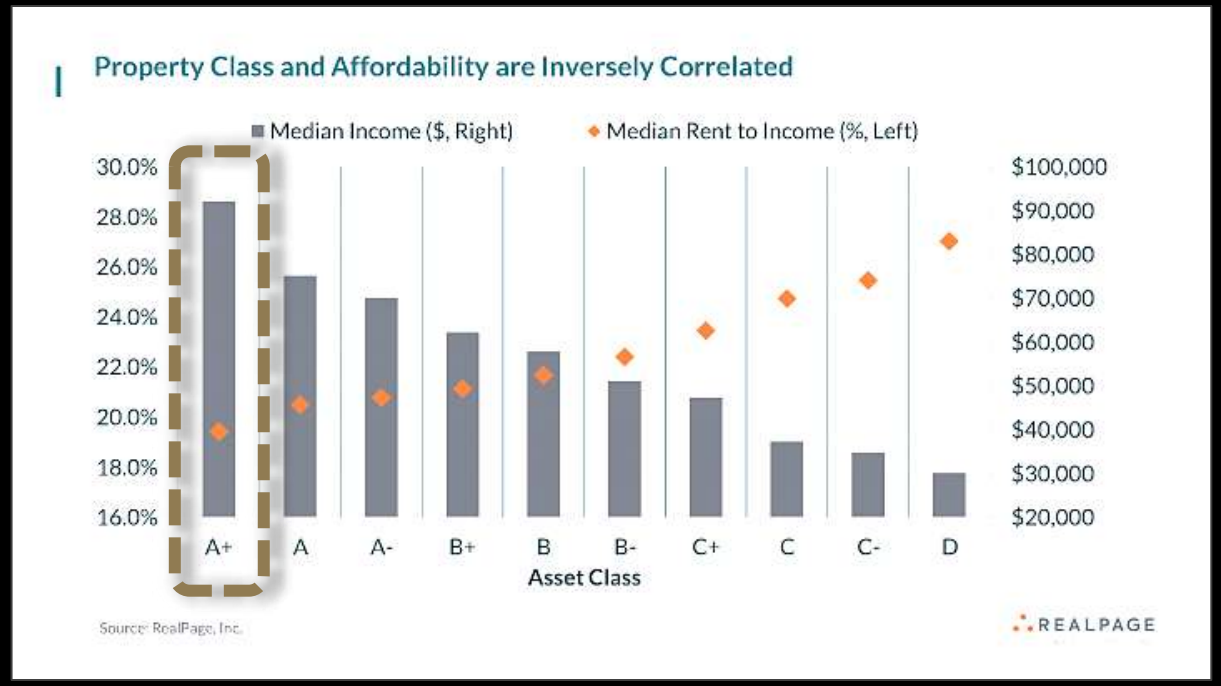
Class B Apartments
Median Income

(Source: 2020 RealPage, Inc. Top 50 Markets Study)

$35,260

Blue Springs
Per Capita Income Past 12 Months

(Source: 2021 American Community Survey (ACS) 5-year Estimate)











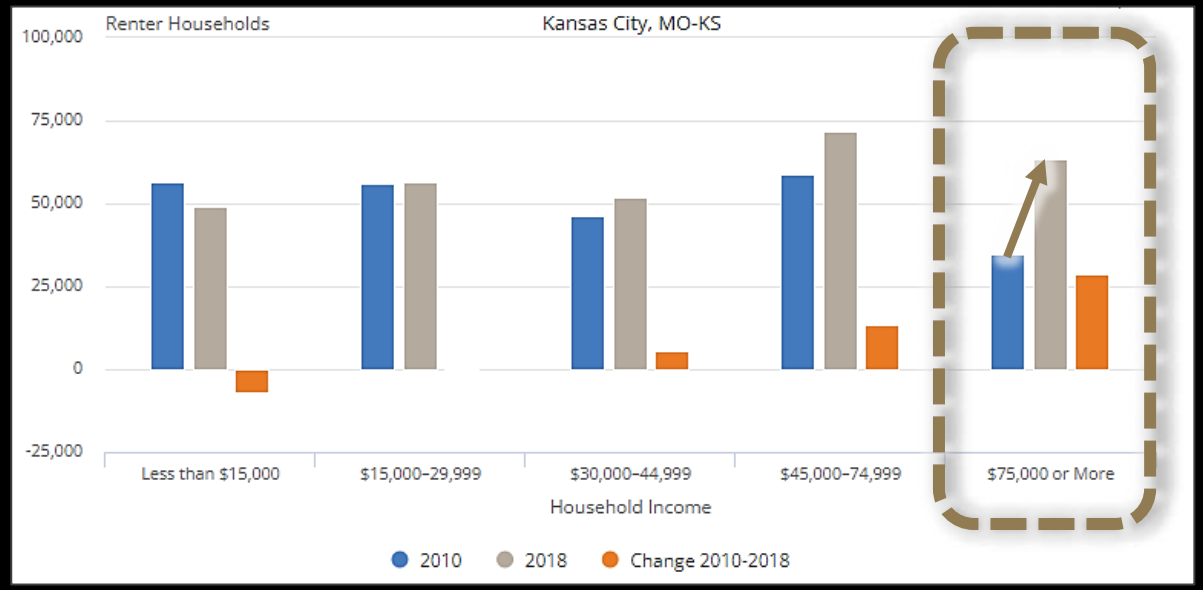
GRIFFIN RILEY

DYNAMIC SECTOR

- **High-Income Households** driving growth in rental demand
  - 2010-2018: households with income >$75,000/annually rose by 3.2 million
  - Accounted for **76% of growth in renter households**
  - Make up for nearly 25% of all renter households

- KC Metro

  People who earn $75,000 or More
  - 2010: 34,796
  - 2018: 63,403
  - **82% increase (+28,608)**











ADAMS DAIRY PARKWAY MIXED-USE

SCHOOL-AGED CHILDREN (K-12)

- Lofts at Foxridge – Raymore, MO
  - 10 Total Students (396 units)
  - 2.52 students/100 units
- Elevate 114 – Lee's Summit, MO
  - 6 Total Students (273 units) @ 80-85% occupied
  - 2.20 students/100 units
- Summit Square & The Donovan – Lee's Summit, MO
  - 32 Total Students – 0.5% of 635 Units
  - 5.04 students/100 units
    - H.S. – 14
    - M.S. – 14
    - Elementary School – 4
- Residences at Echelon – Lee's Summit, MO
  - 16 Total Students (243 units)
  - 6.56 students/100 units
- Meridian at View High – Lee's Summit, MO
  - 20 Total Children (312 units)
  - 6.67 students/100 units

Source(s):
Estimates by Property Owners and/or Property Management Companies
Presentations to elected governing bodies



THANK YOU





GRIFFIN RILEY





CONTACT INFORMATION

GRIFFIN RILEY



Matt Tapp

Director of Acquisitions & Entitlements

matt@griffinriley.com

(816) 726-7841

Resolution No. 14-2025

A RESOLUTION DESIGNATING GRIFFIN RILEY PROPERTY GROUP AS THE DEVELOPER FOR CITY-OWNED PROPERTY AT ADAMS DAIRY PARKWAY AND R.D. MIZE ROAD, AND AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A FUNDING AGREEMENT, AND NEGOTIATE A DEVELOPMENT PERFORMANCE AND SALE AGREEMENT WITH RELATED TO THE ADAMS DAIRY PARKWAY REDEVELOPMENT REQUEST FOR PROPOSALS

WHEREAS, Ordnance No. 5345, approved July 15, 2024, declared the City-owned property on Adams Dairy Parkway as surplus and directed staff to solicit offer for sales and development with a minimum sales price of $2,170,000. A subsequent Addendum 1 to the RFP was posted on October 14, 2024 extending the submission date to December 3, 2024; and,

WHEREAS, The City of Blue Springs posted a Request For Proposal (RFP) on the City's website on July 18, 2024 seeking a developer to plan, prepare, and commission a feasible development plan for 23 acres of City-owned land on the southeast intersection of Adams Dairy Parkway and R.D. Mize Road with a deadline for receipt of the proposals to the City Clerk at 5:00 PM on Tuesday, December 3, 2024. The RFP was also emailed to a regional and national email group of approximately 50 development firms; and

WHEREAS, the City received two proposals: Griffin Riley Property Group and Flaherty and Collins Properties; and

WHEREAS, the RFP Team met on February 10, 2025 to listen to presentations, conduct site visits, and score the proposals with the Griffin Riley Property Group proposal receiving the highest score.

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

Section 1. That the City Council designates Griffin Riley Property Group as the developer for 23 acres of City-owned land on the southeast intersection of Adams Dairy Parkway and R.D. Mize Road.

Section 2. That the City Council authorizes City staff to enter into a Funding Agreement and negotiate a Development Performance and Sale Agreement to assist both the City and Developer by setting out the obligations of both parties and the various standards and conditions that will control development of the subject property.

Section 3. City staff is hereby authorized to work with the developer, its legal representatives and others, to draft and submit all documents necessary for City Council review and final consideration of a Development Performance and Sale Agreement.

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 3rd day of March 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk