CITY COUNCIL MEETING
April 7, 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 March 17, 2025 City Council Meeting and March 31, 2025 City Council Work Session
   b. Resolution No. 18-2025 approving Disposition of Records
   c. Liquor License for Chipotle Mexican Grill located at 800 SW US 40 Highway
   d. Approve 2025 Firework Permits
   e. Resolution No. 19-2025 approving Task Order #10 to Contract No. 2024-166 with Cochran for design services and construction for Walnut Street improvements and water main replacement
   f. Resolution No. 20-2025 approving an Amendment to Contract No. 2024-200 with Icon Grading & Construction Railroad Lake silt removal
   g. Resolution No. 21-2025 approving a contract with Athco Acquisition Corp for a shelter at Blue Springs Park.
   h. Resolution No. 22-2025 establishing the Downtown Streetscape Enhancements Task Force and appointments

4. Proclamation for State Champion Diver Alyssa Mainard

5. Public Hearing – 7Brew – General Development Plan (GDP-02-25-9484)

6. Introduction and readings of Bill No. 5299 approving a General Development Plan for 7Brew (GDP-02-25-9484)

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

8. Introduction and readings of Bill No. 5300 amending the Code Ordinances adding a new subsection related to Sunshine Law

9. Introduction and readings of Bill No. 5301 accepting a permanent sidewalk easement from Ignite St. Marys Property

10. Introduction and readings of Bill No. 5302 approving a contract with Lake Lotawana for animal control services

11. Introduction and readings of Bill No. 5303 approving a contract with Lake Tapawingo for animal control services

12. Introduction and readings of Bill No. 5304 approving a contract with Mid-America Regional Council's Operation Green Light Traffic Control System

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

14. Councilmember Comments

15. Mayoral Announcements

16. Executive Session – Discussion related to Personnel pursuant to Section 610.021 (3)

Miscellaneous Items

Public Arts Commission Meeting – Wednesday, April 9, 4:00 PM
Planning Commission Meeting – Monday, April 14, 6:30 PM
Economic Development Council – Wednesday, April 16, 8:15 AM
Land Bank Meeting – Monday, April 21, 3:00 PM
City Council Meeting – Monday, April 21, 6:00 PM
Public Safety Citizen Advisory Board Meeting – Tuesday, April 22, 6:00 PM
Planning Commission Meeting – Monday, April 28, 6:30 PM
City Council Meeting – Monday, May 5, 6:00 PM

This Agenda was posted at City Hall and on the City's website on April 4, 2025.

Erin Ford
City Clerk

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

FROM: Christine Cates
City Administrator

DATE: April 4, 2025

SUBJECT: Agenda Explanations

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

Item 3c – Liquor License for Chipotle Mexican Grill
Approve a new liquor license for Chipotle Mexican Grill of Colorado LLC dba Chipotle Mexican Grill located at 800 SW US 40 Highway, Blue Springs, MO 64015 to sell intoxicating liquor by the drink for consumption on premises (weekdays only) and Sunday Sales. Refer to Council Information Form from City Development Senior Director Mike Mallon for additional information.

Item 3d – 2025 Firework Permits
Approval of the issuance of 18 firework permits for the 2025 year. Refer to Council Information Form from City Development Senior Director Mike Mallon for additional information.

Item 3e – Task Order #10 with Cochran for Walnut Street Improvements
Approve Task Order #10 to Contract No. 2024-166 with SC Engineering, LLC dba Cochran in the amount of $584,575 for the design and bidding phase services ($334,043), and construction phase services ($250,532) for the Walnut Street improvements and water main replacement; CIP ST-61. Refer to Council Information Form from Assistant City Administrator Dennis Dovel for additional information.

Item 3f – Contract Amendment for Additional Railroad Lake Silt Removal
Approve an Amendment to Contract No. 2024-200 with Icon Grading & Construction, Inc. for additional work related to the Railroad Lake at Rotary Park silt removal. This amendment will extend the termination date of the contract to May 1, 2025 and will also increase the project total by an additional $135,300 to allow for the removal of additional silt from the lake. Refer to Council Information Form from Parks and Recreation Director Justin Stuart for additional information.

Item 3g – Contract with Athco Acquisition Corp for a Shelter at Blue Springs Park

Adopt a Resolution approving a contract with Athco Acquisition Corp in the amount of $176,689.00 for the purchase and installation of a shelter at Blue Springs Park. Refer to Council Information Form from Parks and Recreation Director Justin Stuart for additional information.

Item 3h – Downtown Streetscapes Task Force
Adopt a Resolution establishing the Downtown Streetscape Enhancements Task Force and approve appointments to the Task Force. Refer to Council Information Form from Assistant to the City Administrator Sheryl Morgan for additional information.

Item 5 & 6 – 7 Brew General Development Plan
P A public hearing is being held at the request of the applicant, Andrew Wilson, on behalf of the property owner, James Evans, for consideration to approve of a General Development Plan with Alternative Development Standards for the development of 7Brew, a Restaurant, Fast Food development, on 0.41 +/- acres of land located at 400 NW 7 Highway. Upon conclusion of public hearing, a Bill approving the General Development Plan with Alternative Development Standards (GDP-02-25-9484), will be ready for introduction and readings. Refer to Council Information Form from City Development Senior Director Mike Mallon for additional information.

Item 8 – Code Amendment Related to Sunshine Law
Passage of a Bill amending Section 122.020 of the Code of Ordinances, City of Blue Springs, Missouri, to add a new Subsection 17 that makes records relating to reports of allegations of improper governmental activities under Section 29.221 RSMo authorized to be closed under the Missouri Sunshine Law and renumbering subsequent subsections. Refer to Council Information Form from City Clerk Erin Ford for additional information.

Item 9 – Permanent Sidewalk Easement from Ignite St. Marys Property
Passage of a Bill accepting a permanent sidewalk easement from Ignite St. Marys Property, LLC for the 2024 Sidewalk Infill program. Refer to Council Information Form from Assistant City Administrator Dennis Dovel for additional information.

Items 10 & 11 – Contracts for Animal Control Services
Passage of Bills approving contracts with the Cities of Lake Lotawana and Lake Tapawingo for Animal Control Services. Refer to Council Information Form from Police Chief Bob Muenz for additional information.

Item 12 – Contract with Mid-America Regional Council for Operation Green Light Traffic Control System
Approve a two-year contract with Mid-America Regional Council for Operation Green Light Traffic Control System for a total of $16,000. Refer to Council Information Form from Assistant City Administrator Dennis Dovel for additional information.

CITY OF BLUE SPRINGS, MISSOURI
MINUTES OF COUNCIL MEETING
March 17, 2025

A meeting of the City Council of the City of Blue Springs, Missouri, was held on Monday, March 17, 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, Assistant to the City Administrator Sheryl Morgan and Deputy City Clerk Megan Rodgers.

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

- Minutes of the March 3, 2025 City Council Meeting.
- **Resolution No. 15-2025** approving a City Council Authorization Form for participation in grants with the Missouri Department of Transportation Highway Safety and Traffic Division.
- **Resolution No. 16-2025** approving a contract for the purchase of public art titled “Family Tree” by Interior Iron, Artist Devern Farley for $17,000.

The Consent Agenda was approved with the following vote:

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

PRESENTATION – RECOGNITION OF FORMER COUNCILMEMBER RON FOWLER

Mayor Lievsay and Council recognized former Councilmember and current State Representative Ron Fowler for his years of service to the City of Blue Springs.

INTRODUCTION AND 1ST READING – BILL NO. 5295 – TOMMY’S EXPRESS CAR WASH FINAL PLAT

Councilmember Kaylor introduced Bill No. 5295 approving the Final Plat for Tommy’s Express Car Wash, consisting of one lot located at 509 NW 7 Highway (PF-01-25-9464). City Clerk Erin Ford made the first reading of Bill No. 5295 by title; copies of the proposed Bill having previously been made available to the public.

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(PF-01-25-9464)

Councilmember Culpepper moved to approve Bill No. 5295 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Tholen and carried with Councilmembers Ericson and Kaylor voting no.

2ND READING – BILL NO. 5295

Ms. Ford made the second reading of Bill No. 5295 by title. Councilmember Edmondson moved to adopt Bill No. 5295 upon its second reading and give it **ORDINANCE NO. 5400,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Culpepper and carried with the following vote:

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

INTRODUCTION AND 1ST READING – BILL NO. 5296 – FLEX SPACES PHASE II FINAL PLAT (PF-01-25-9466)

Councilmember Kaylor introduced Bill No. 5296 approving the Final Plat for Hal Park Subdivision Second Plat for the development of Flex Spaces II) located at 3405 NW Jefferson Street (PF-01-25-9466. City Clerk Erin Ford made the first reading of Bill No. 5296 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Culpepper moved to approve Bill No. 5296 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Tholen and carried unanimously.

2ND READING – BILL NO. 5296

Ms. Ford made the second reading of Bill No. 5296 by title. Councilmember Edmondson moved to adopt Bill No. 5296 upon its second reading and give it **ORDINANCE NO. 5401,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Culpepper and carried with the following vote:

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

PRESENTATION – VALLEY OAKS INVESTMENTS DEED

Senior Director of City Development Mike Mallon presented information regarding City-owned property located near the northeast corner of NE 20th Street and NE Jefferson Street, east of the Faurecia development.

INTRODUCTION AND 1ST READING – BILL NO. 5297 – DECLARATION OF SURPLUS PROPERTY AND INVESTMENT DEED TRANSFER TO VALLEY OAKS

Councilmember Kaylor introduced Bill No. 5297 declaring as surplus City-owned real property located near the northeast corner of NE 20th Street and NE Jefferson Street, east of the Faurecia development, and authorizing the City Administrator to sign a deed transferring the property to Valley Oaks Investments, L.L.C. City Clerk Erin Ford made the first reading of Bill No. 5297 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Culpepper moved to approve Bill No. 5297 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Ericson and carried unanimously.

2ND READING – BILL NO. 5297

Ms. Ford made the second reading of Bill No. 5297 by title. Councilmember Edmondson moved to adopt Bill No. 5297 upon its second reading and give it **ORDINANCE NO. 5402,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Culpepper and carried with the following vote:

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

INTRODUCTION AND 1ST READING – BILL NO. 5298 – BLUE SPRINGS BUSINESS AND TECHNOLOGY PARK FINAL PLAT (PF-01-25-9468)

Councilmember Kaylor introduced Bill No. 5298 approving the Final Plat for Blue Springs Business and Technology Park located at 2305 NE Jefferson Street (PF-01-25-9468). City Clerk Erin Ford made the first reading of Bill No. 5298 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Culpepper moved to approve Bill No. 5298 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Brummel and carried unanimously.

2ND READING – BILL NO. 5298

Ms. Ford made the second reading of Bill No. 5298 by title. Councilmember Edmondson moved to adopt Bill No. 5298 upon its second reading and give it **ORDINANCE NO. 5403,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Culpepper and carried with the following vote:

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

PRESENTATION – FLAHERTY & COLLINS PROPERTIES

Flaherty & Collins Properties Developer and Project Lead David Wingerson along with Michael Goslinga, Rob Welker, and Kevin Berman of Hoefer Welker Architecture presented a proposal for the redevelopment of 3.4+ acres owned by the City at the southwest end of Downtown Blue Springs on Main Street (1304 & 1308 W Main Street), also known as the Lumberyard, and addressed questions from Council.

RESOLUTION 17-2025

Councilmember Culpepper moved to adopt **Resolution No. 17-2025** designating the developer, authorizing City staff to enter into a Funding Agreement, and negotiate a Development Performance and Sale Agreement with Flaherty & Collins Properties. Motion seconded by Councilmember Brummel and carried unanimously.

DISCUSSION – COMMERCIAL VEHICLE PARKING

Councilmembers Tholen and Edmondson led Council in a discussion regarding potential City Code amendments relating to the parking of a commercial vehicle on private property in residential zoning districts.

MOTION TO DIRECT STAFF

Councilmember Edmondson moved to direct staff to draft a code amendment related to the commercial vehicle definition. Motion seconded by Councilmember Tholen and carried with the following vote:

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

DISCUSSION – BACKYARD HENS

Councilmembers Brummel and Culpepper led Council in a discussion regarding potential City Code Amendments for the keeping of backyard hens in the City.

MOTION TO DIRECT STAFF

Councilmember Culpepper moved to direct staff to prepare an Ordinance based on comments discussed by Councilmembers Culpepper and Brummel including fence height, permits, clarification of non-commercial, waste, and timeframe for implementation. Motion seconded by Councilmember Brummel and carried with the following vote:

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

VISITORS

Citizen Dakota Duffey spoke regarding commercial vehicle parking in residential neighborhoods.

Citizen Jennifer Irey spoke in support of backyard hens.

Citizen Ken Horrell spoke in opposition to backyard hens.

COUNCIL COMMENTS

Edmondson: The Citizens Police Academy Alumni Association is holding a fundraiser on March 30 to support a Blue Springs police officer currently battling cancer.

MAYORAL ANNOUNCEMENTS

- Recognized the passing of Don Lograsso who served as State Representative and Blue Springs Municipal Judge.

ADJOURNMENT

At 8:04 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, MISSOURI
MINUTES OF COUNCIL WORK SESSION
MARCH 31, 2025

A Work Session of the City Council of the City of Blue Springs, Missouri, was held on Monday, March 31, 2025, 6:00 p.m. in the Administrative Training Room of the Blue Springs City Hall, 903 W. Main Street with Mayor Chris Lievsay presiding.

COUNCILMEMBERS IN ATTENDANCE

Jerry Kaylor
Katie Tholen
Nick Brummel – arrived at 6:02 p.m.
Galen Ericson
Kent Edmondson
Susan Culpepper

Also present were City Administrator Christine Cates, Assistant City Administrator Dennis Dovel, City Attorney Jennifer Baird, Senior Director of City Development Mike Mallon, Director of Parks and Recreation Justin Stuart, Assistant Director of Parks and Recreation Mary Herrington and City Clerk Erin Ford.

CALL MEETING TO ORDER AND CONFIRMATION OF QUORUM

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

WORLD CUP INITIATIVES

Information was presented regarding four proposed initiatives related to the 2026 Fédération Internationale de Football Association World Cup, all aimed at increasing Blue Springs' regional presence, enhancing community engagement, and supporting local economic activity.

- Lauren Palmer with EverStrive Solutions presented an opportunity for Blue Springs to participate in the 2026 Parade of Hearts regional initiative, known as Legacy Project: TC3 (Tourism Collaboration, Communication & Coordination) and addressed questions from Council. For a one-time $10,000 contribution, the City would gain access to a mobile/web platform that will centralize regional tourism, event promotion, and business engagement.

Council discussed participating in the 2026 Parade of Hearts Legacy Project TC3.

- Public Art Commission member Ramon Magee presented information regarding a proposed temporary installation of large-scale soccer player sculptures along I-70 and addressed questions from Council. The concept includes four sculptures and a welcome sign. The Commission has committed $8,000 from its FY2026 budget. The total estimated project cost is $58,000 with a finalized budget and site plan expected by May 1, 2025.

Council discussed the project location and details of the proposed plan. Staff and the Public Art Commission will further outline details of the plan, and any updated information will be shared later.

- Parks and Recreation Director Justin Stuart proposed enhancing the City's Fourth of July celebration to include a drone show and additional fireworks to commemorate the 250th anniversary of the

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United States in conjunction with World Cup festivities and addressed questions from Council. The total estimated cost is $100,000.

Council discussed including the additional funding for an enhanced Fourth of July celebration in the FY2026-27 Budget.

- City Administrator Christine Cates presented information regarding a potential community watch event tied to a World Cup event with a proposed City contribution of up to $10,000.

SIDEWALK INFILL PROGRAM

Assistant City Administrator Dennis Dovel presented information regarding details and options for the 2025 Sidewalk Infill program and addressed questions from Council.

Council discussed amending the current FY2024-25 budget to add $400,000 for additional sidewalk infill projects.

NO CHANCE GAMING

City Attorney Jennifer Baird and Mayor Lievsay led a discussion regarding proposed Code Amendment language prohibiting "No Chance" gaming devices, commonly referred to as gray machines, within the City of Blue Springs.

Council gave direction to Staff to bring forward a Code Amendment to regulate “no chance” gaming devices.

RECESS

The Mayor declared a brief recess at 7:45 and the meeting resumed at 7:52.

BODY ART SERVICES – MICROBLADING LICENSURE

Senior Director of City Development Mike Mallon led a Discussion regarding potential changes to the Section 405.050.A.33 Special Use Standards – Body Art Service of the Code of Ordinances.

Council gave direction to Staff to bring forward a Code Amendment related to Body Art Service to reduce the per capita restriction to 6,000, change uses to allow in the Downtown area and include a requirement for a copy of State licensing.

ADJOURN

Councilmember Edmondson moved to adjourn and motion seconded by Councilmember Tholen At 8:35 p.m., there was no further business to come before the Council, Mayor Lievsay declared the meeting adjourned.

CITY OF BLUE SPRINGS

ATTEST:

_____
Chris Lievsay, Mayor

_____
Erin Ford, City Clerk

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: March 14, 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. 18-2025

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 7th day of April 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

Exhibit A

The City of Blue Springs Missouri

DISPOSITION LIST

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

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

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

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: March 17, 2025

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

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

ISSUE/REQUEST

Approve a new liquor license for Chipotle Mexican Grill of Colorado LLC dba Chipotle Mexican Grill located at 800 SW US 40 Highway, Blue Springs, MO 64015 to sell intoxicating liquor by the drink for consumption on premises (weekdays only) and Sunday Sales.

BACKGROUND/JUSTIFICATION

The Managing Agent for Chipotle Mexican Grill of Colorado LLC dba Chipotle Mexican Grill is Lorene Williams located at 5920 Falcon Crest Lane, Jefferson City, MO 65101.

FINANCIAL IMPACT

Contractor:	Chipotle Mexican Grill of Colorado LLC dba Chipotle Mexican Grill
Amount of Request/ Contract:	N/A
Amount Budgeted:	N/A
Budget Year:	FY 2024-2025
Funding Source/Account #:	N/A
Account Balance:	N/A
Revenue to be Received:	$187.50
Revenue Account No.	100-00000-410200

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
April 7, 2025	June 30, 2025

STAFF RECOMMENDATION

Staff recommends approval.

LIST OF REFERENCE DOCUMENTS ON FILE WITH BUSINESS SERVICES

1. All documents have been submitted to the Business Services Division. A background check has been approved by Bob Muenz (Chief of Police) and approvals from Mike Mallon (Senior Director Community Development) are on file in the Business Services Division. Individual statement of Personal Property Tax owned for Managing Agent, Certificate of Voter Registration for Managing Agent, drawing of the interior premises to be covered by this license, copy of the current lease, and a photo of the Managing Agent are on file with the Business Services Division.
2. Application for a Business License is on file with the Business Services Division

REVIEWED BY:

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

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: March 17, 2025

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

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

ISSUE/REQUEST

Approval of the issuance of 18 firework permits for the 2025 year.

BACKGROUND/JUSTIFICATION

City Municipal Code Section 235.020 authorizes the City to issue one firework permit per 3,000 population each year. The population adopted by Resolution 41-2024 was 60,539 which will allow for the issuance of 20 fireworks permits for 2025.

Seventeen of the applicants have applied previously, and we have one new submission, Blue Springs South Football Boosters Club Inc., bringing the total to eighteen for 2025, with two vacancies remaining.

At the September 5, 2023, City Council Meeting, the requirement for applicants to appear in person at the first scheduled meeting in April was officially removed from City Ordinance. All applicants are still required to submit for review an application and documentation supporting the intended use of the funds generated. These documents are attached for all 18 applicants. Prior to the issuance of each permit, insurance is verified and retained on file as stated in City Code Section 235.020.

The fireworks permit price was increased in 2007 by the City Council from $100 to $275. The additional revenue generated from the fee is used to help fund additional police patrol and neighborhood visibility relating to fireworks activity and calls between July 1 and July 4. The Police Department will again increase mandatory overtime hours and will increase neighborhood patrol throughout the holiday period.

This year, the City will continue its annual fireworks education campaign, “Be a Good Neighbor” to help build citizen awareness of fireworks safety and educate the public about City rules and regulations regarding fireworks.

On March 3, 2025, the City Council approved Ordinance 5397 that requires proof of consent from the legal owner of the property for the fireworks stand location and requires applicants to notify the City in writing if the location of the fireworks stand changes after City Council approval. The notification must include all required information and meet the standards of this Chapter.

Fireworks may be legally discharged within the city limits on the following dates and times:

July 1, 2, 3	10:00 am until 11:00 pm
July 4	10:00 am until midnight

Fireworks may be sold July 1 – July 4.

FINANCIAL IMPACT

Contractor:	N/A
Amount of Request/ Contract:	N/A
Amount Budgeted:	$5,500
Budget Year:	FY 2024-2025
Funding Source/Account #:	N/A
Account Balance:	N/A
Additional Funds Needed:	N/A
Funding Source/Account #:	N/A
Revenue to be Received:	$4,950
Revenue Account No.	100-00000-419500

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
July 1, 2025	July 4, 2025

STAFF RECOMMENDATION

Staff recommends approval.

LIST OF REFERENCE DOCUMENTS ATTACHED

1. List of current permit holders with tent locations, permit holder application and financial report

REVIEWED BY:

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

ATTACHMENT 1

2025 Fireworks Permit Holders

Number	License	Name of Organization	Tent Location	Contact Name	Phone Number	Additional Number
1	5473	Blue Springs Assembly	1100 S 7 Hwy	Joey Francis/Daniel Cotterman	816-656-1803	816-550-5114
2	5475	Blue Springs Parents Club	3005 SW 7 Hwy	Scott Fullerton	816-820-0004	
3	5477	Dragons Booster Club	1300 NW 7 Hwy	Pam Hertzig	816-616-8765	
4	5478	Vaughn-Hudnall VFW Post #6603	2115 SW 7 Hwy	Carl Tate	816-463-1617	
5	5483	Guardians	1616 NW 7 Highway	Roy or Angela Howard	816-463-1118	816-808-0279
6	6440	Plaza Heights Christian Academy	1901 N 7 Highway (Miller Theatre)	Rodney Burks	816-228-0670	501-909-9191
7	7304	Blue Springs South Wrestling Team	310 S 7 Highway	Doug Black/Meghan Stevens	816-582-6911	816-263-1992
8	7754	Lighthouse Church Inc	603 SW 40 Hwy	Timothy Quintrell	816-229-9933	816-916-0020
9	12723	Committee For Youth Development	1515 NW Woods Chapel Rd	David Gordon	816-419-2039	816-472-6362
10	13194	Pointe of Hope Lutheran Church	1215-A N 7 Hwy	Brian Hetzel	816-220-2609	816-220-2609
11	16768	Cornerstone Church of Blue Springs	301 SE AA Hwy	Mitch Odwyer	816-228-1979	816-929-1670
12	19832	Christian Business Mens Connection LLC	1712 SW Eastbound US 40 Highway	Dale Walkup	816-589-3975	
13	18763	BSSHS Band Parents Jaguar Pride Boosters	1101 S 7 Highway	Mike Foster	816-718-5945	
14	18762	Friends of Golden Regiment	2501-B NW Jefferson Street	Mike Parker	816-868-2429	
15	19314	Blue Springs Citizens Police Academy Alumni Assoc	1110 NW 7 Hwy	Carman Booker		
16	936	Stanley Pack Post 499 of the American Legion	499 S 7 Highway	Steven Thurmon	816-229-6043	816-974-4779
17	21003	My Brothers Keeper Network	7 Hwy & Lincoln Ave (Timothy Lutheran School)	Antoine D Jenning / Steve Steiner	615-589-3599	816-668-8037
18	23203	Blue Springs South Football Booster Club Inc	1301 NW 7 Highway	Laure Dixon	661-377-5534	

The City of Blue Springs Missouri

CITY OF BLUE SPRINGS
2025 FIREWORKS APPLICATION

(Please type or print)

The BLUE SPRINGS ASSEMBLY, a non-profit, Blue Springs, Missouri Corporation, hereby respectfully requests the City Council of the City of Blue Springs, Missouri, to grant them a permit to sell fireworks within the City limits of Blue Springs, Missouri, for a period beginning July 1, 2025 through midnight, July 4, 2025.

This application is made under provisions contained in Chapter 235, Sections 235.010 through 235.040, of the Code of Ordinances of the City of Blue Springs, Missouri.

Attached is a check in the amount of **$275.00** made payable to the City of Blue Springs.

Applicant herein states their fireworks stand shall be located at 1100 SOUTH 7 HIGHWAY BLUE SPRINGS MO. The fireworks stand shall be a _____ which is _____ feet by _____ feet.

The herein stated organization and its members shall comply with all City ordinances and codes regarding the operation and sale of fireworks and requirements of Central Jackson County Fire Protection District and Office of the Missouri Fire Marshal to provide fire protection.

The proposed site is located upon property owned by:
BUCHHEITS.

As a result of the above and foregoing, the above named local, non-profit, community service organization hereby requests that such a permit be issued for the sale of fireworks.

Respectfully submitted,

Name & address of person to receive permit:
DANIEL B COTTERMAN
2501 E DUNCAN RD
BLUE SPRINGS MO 64029
(W) 816-847-0200 (H) 816-550-5114
Phone (provide work & home)

e-mail: dan@bluespringsassembly.org

The City of Blue Springs Missouri

FIREWORKS PERMIT FINANCIAL REPORT 2025

Name & Address of Non-Profit Organization:

BLUE SPRINGS ASSEMBLY
2501 E DUNCAN RD
BLUE SPRINGS MO 64029

Revenues:	**2024**	**2025 Projected**
Sales:	115,000	125,000
	1	
Total Revenue:	115,000	125,000
Expenses:		
Operating Expenses	7,000	8,000
Cost of Fireworks	58,500	60,500
Total Expenses:	65,500	68,500
Total Profit	49,500	56,500
Profit %	43%	46%

Profits for Charitable purposes will be used for the following:

BACKPACKS AND SCHOOL SUPPLIES FOR 1,000 LOW INCOME CHILDREN, GROCERIES AND GAS CARDS FOR NEEDY FAMILIES, AND UTILITY AND TRANSPORTATION ASSISTANCE

The City of Blue Springs

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MAR 14 2025
Blue Springs
Business Services

CITY OF BLUE SPRINGS
2025 FIREWORKS APPLICATION

(Please type or print)

The Blue Springs Parents Club, Inc, a non-profit, Blue Springs, Missouri Corporation, hereby respectfully requests the City Council of the City of Blue Springs, Missouri, to grant them a permit to sell fireworks within the City limits of Blue Springs, Missouri, for a period beginning July 1, 2025 through midnight, July 4, 2025.

This application is made under provisions contained in Chapter 235, Sections 235.010 through 235.040, of the Code of Ordinances of the City of Blue Springs, Missouri.

Attached is a check in the amount of **$275.00** made payable to the City of Blue Springs.

Applicant herein states their fireworks stand shall be located at 3005 SW 7 Hwy. The fireworks stand shall be a TENT which is 40 feet by 80 feet.

The herein stated organization and its members shall comply with all City ordinances and codes regarding the operation and sale of fireworks and requirements of Central Jackson County Fire Protection District and Office of the Missouri Fire Marshal to provide fire protection.

The proposed site is located upon property owned by:
Doug Stroot.

As a result of the above and foregoing, the above named local, non-profit, community service organization hereby requests that such a permit be issued for the sale of fireworks.

Respectfully submitted,

Name & address of person to receive permit:
Scott Fullerton
1008 SW Hickory Ct.
BS, MO 64015
816-820-0004 cell
Phone (provide work & home)

e-mail: Scott.FullerPA@gmail.com

Lighthouse will provide Cert. of Insurance 2

The City of Blue Springs

FIREWORKS PERMIT FINANCIAL REPORT 2025

Name & Address of Non-Profit Organization:

Blue Springs Parents Club, Inc
1008 SW Hickory Ct
Blue Springs, MO 64015

Revenues:	2024	2025 Projected
Sales:	64,682	70,000
Total Revenue:		
Expenses:		
Operating Expenses	1,562	4,000
Cost of Fireworks	37,165	38,000
Total Expenses:	38,727	42,000
Total Profit	25,956	28,000
Profit %	40%	40%

Profits for Charitable purposes will be used for the following:

To assist youth in Blue Springs area participate in youth activities

The City of Blue Springs Missouri

CITY OF BLUE SPRINGS
2025 FIREWORKS APPLICATION

(Please type or print)

The Dragons Booster Club, a non-profit, Blue Springs, Missouri Corporation, hereby respectfully requests the City Council of the City of Blue Springs, Missouri, to grant them a permit to sell fireworks within the City limits of Blue Springs, Missouri, for a period beginning July 1, 2025 through midnight, July 4, 2025.

This application is made under provisions contained in Chapter 235, Sections 235.010 through 235.040, of the Code of Ordinances of the City of Blue Springs, Missouri.

Attached is a check in the amount of **$275.00** made payable to the City of Blue Springs.

Applicant herein states their fireworks stand shall be located at 1300 NW Highway 7 Blue Springs. The fireworks stand shall be a tent which is 60 feet by 30 feet.

The herein stated organization and its members shall comply with all City ordinances and codes regarding the operation and sale of fireworks and requirements of Central Jackson County Fire Protection District and Office of the Missouri Fire Marshal to provide fire protection.

The proposed site is located upon property owned by:
Blue Springs Fitness.

As a result of the above and foregoing, the above named local, non-profit, community service organization hereby requests that such a permit be issued for the sale of fireworks.

Respectfully submitted,

Name & address of person to receive permit:
Pam Hertzig
PO Box 38
Blue Springs MO 64014

Phone (provide work & home) 816-616-8765

e-mail: DragonsBooster@gmail.com

The City of Blue Springs Missouri

FIREWORKS PERMIT FINANCIAL REPORT 2025

Name & Address of Non-Profit Organization:

Dragons Booster Club
P.O. Box 38
Blue Springs MO 64015

Revenues:	**2024**	**2025 Projected**
Sales:	53,971.13	55,000.00
Total Revenue:	53,971.13	55,000.00
Expenses:		
Operating Expenses	4,043.28	5,000.00
Cost of Fireworks	24,339	25,000
Total Expenses:	28,382.28	30,000.00
Total Profit	25,589.13	25,000
Profit %	47%	45%

Profits for Charitable purposes will be used for the following:

Competition expenses for Dragons Gymnastics team members. All proceeds will be used consistent with the Club's purpose as outlined by the IRS.

The City of Blue Springs Missouri

CITY OF BLUE SPRINGS
2025 FIREWORKS APPLICATION

(Please type or print)

The VAUGHN-HUDNALL VFW POST #6603 a non-profit, Blue Springs, Missouri Corporation, hereby respectfully requests the City Council of the City of Blue Springs, Missouri, to grant them a permit to sell fireworks within the City limits of Blue Springs, Missouri, for a period beginning July 1, 2025 through midnight, July 4, 2025.

This application is made under provisions contained in Chapter 235, Sections 235.010 through 235.040, of the Code of Ordinances of the City of Blue Springs, Missouri.

Attached is a check in the amount of **$275.00** made payable to the City of Blue Springs.

Applicant herein states their fireworks stand shall be located at 2115 S.W. St. RTE. 7. The fireworks stand shall be a TENT which is 30 feet by 60 feet.

The herein stated organization and its members shall comply with all City ordinances and codes regarding the operation and sale of fireworks and requirements of Central Jackson County Fire Protection District and Office of the Missouri Fire Marshal to provide fire protection.

The proposed site is located upon property owned by:
DENNIS SHROUT.

As a result of the above and foregoing, the above named local, non-profit, community service organization hereby requests that such a permit be issued for the sale of fireworks.

Respectfully submitted,

Name & address of person to receive permit:
CARL TATE
124 S.W. CARSON DRIVE
BLUE SPRINGS, MO. 64014
816-463-1617
Phone (provide work & home)

e-mail: oldsoldiere9@yahoo.com

Blue Springs Missouri

FIREWORKS PERMIT FINANCIAL REPORT 2025

Name & Address of Non-Profit Organization:

VAUGHN - HUDNALL V.F.W. Post #6603
124 S.W. CARSON DRIVE
BLUE SPRINGS, MISSOURI 64013

	2024	2025 Projected
Revenues:		
Sales:	27118.84	27500.00
Total Revenue:	27118.84	27500.00
Expenses:		
Operating Expenses	2866.32	3500.00
Cost of Fireworks	8903.09	9000.00
Total Expenses:	11769.41	12500.00
Total Profit	15349.43	15000.00
Profit %	43%	45%

Profits for Charitable purposes will be used for the following:

VETERAN'S + FAMILY SUPPORT, V.A. HOSPITAL, 2 MO. VETERAN'S HOMES, AID TO NEEDY IN THE COMMUNITY + ASSIST ANY WAY AS NEEDED

The City of Blue Springs

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Blue Springs
Business Services

CITY OF BLUE SPRINGS
2025 FIREWORKS APPLICATION

(Please type or print)

The Guardians, a non-profit, Blue Springs, Missouri Corporation, hereby respectfully requests the City Council of the City of Blue Springs, Missouri, to grant them a permit to sell fireworks within the City limits of Blue Springs, Missouri, for a period beginning July 1, 2025 through midnight, July 4, 2025.

This application is made under provisions contained in Chapter 235, Sections 235.010 through 235.040, of the Code of Ordinances of the City of Blue Springs, Missouri.

Attached is a check in the amount of **$275.00** made payable to the City of Blue Springs.

Applicant herein states their fireworks stand shall be located at 1616 N. Mo. 7 Hilary, B.S. Mo. 64014. The fireworks stand shall be a Tent which is 40 feet by 80 feet.

The herein stated organization and its members shall comply with all City ordinances and codes regarding the operation and sale of fireworks and requirements of Central Jackson County Fire Protection District and Office of the Missouri Fire Marshal to provide fire protection.

The proposed site is located upon property owned by:
CVS Pharmacy.

As a result of the above and foregoing, the above named local, non-profit, community service organization hereby requests that such a permit be issued for the sale of fireworks.

Respectfully submitted,

Name & address of person to receive permit:
Roy J Howard
902 NW Kabel St.
Blue Springs, Mo
64015

Phone (provide work & home) Roy = 816-463-1118 / Angela = 816-808-0279

e-mail: rjhoward@comcast.net

The City of Blue Springs

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FIREWORKS PERMIT FINANCIAL REPORT 2025

Name & Address of Non-Profit Organization:

GUARDIANS
701 NW 15th Street
Blue Springs, Missouri 64015

Revenues:	2024	2025 Projected
Sales:	56,000	61,000
Total Revenue:	56,000	61,000
Expenses:		
Operating Expenses	⌀	⌀
Cost of Fireworks		
Total Expenses:	48,100	52,350
Total Profit	7,900	8,800
Profit %	14%	14%

Profits for Charitable purposes will be used for the following:

Sponsoring of a year round chartered youth organization involved in outdoor and camping activities, structured nonprofit charter

The City of Blue Springs Missouri

CITY OF BLUE SPRINGS
2025 FIREWORKS APPLICATION

(Please type or print)

The Plaza Heights Christian Academy, a non-profit, Blue Springs, Missouri Corporation, hereby respectfully requests the City Council of the City of Blue Springs, Missouri, to grant them a permit to sell fireworks within the City limits of Blue Springs, Missouri, for a period beginning July 1, 2025 through midnight, July 4, 2025.

This application is made under provisions contained in Chapter 235, Sections 235.010 through 235.040, of the Code of Ordinances of the City of Blue Springs, Missouri.

Attached is a check in the amount of **$275.00** made payable to the City of Blue Springs.

Applicant herein states their fireworks stand shall be located at Blue Springs 8 Theatre 1901 N 7 Hwy Blue Springs, MO 64015 The fireworks stand shall be a Tent which is 70 feet by 30 feet.

The herein stated organization and its members shall comply with all City ordinances and codes regarding the operation and sale of fireworks and requirements of Central Jackson County Fire Protection District and Office of the Missouri Fire Marshal to provide fire protection.

The proposed site is located upon property owned by:
Miller Theatre.

As a result of the above and foregoing, the above named local, non-profit, community service organization hereby requests that such a permit be issued for the sale of fireworks.

Respectfully submitted,

Name & address of person to receive permit:
Rodney Burks
1500 SW Clark Rd
Blue Springs, MO
816 228-0670 / 501 909-9191
Phone (provide work & home)

e-mail: rburks@plazaheightsacademy.com

The City of Blue Springs Missouri

FIREWORKS PERMIT FINANCIAL REPORT 2025

Name & Address of Non-Profit Organization:

Plaza Heights Christian Academy
1500 SW Ward Rd.
Blue Springs, MO 64015

Revenues:	**2024**	**2025 Projected**
Sales:	32,634.13	35,000
Total Revenue:	32,634.13	35,000
Expenses:		
Operating Expenses	4319.30	4500
Cost of Fireworks	15,517.45	16,000
Total Expenses:	19896.75	$20,500
Total Profit	$12,737.38	$14,500
Profit %	39%	41%

Profits for Charitable purposes will be used for the following:

Sports rental facilities equipment, and other needs for the School.

The City of Blue Springs Missouri

CITY OF BLUE SPRINGS
2025 FIREWORKS APPLICATION

(Please type or print)

The Blue Springs South Wrestling Group, a non-profit, Blue Springs, Missouri Corporation, hereby respectfully requests the City Council of the City of Blue Springs, Missouri, to grant them a permit to sell fireworks within the City limits of Blue Springs, Missouri, for a period beginning July 1, 2025 through midnight, July 4, 2025.

This application is made under provisions contained in Chapter 235, Sections 235.010 through 235.040, of the Code of Ordinances of the City of Blue Springs, Missouri.

Attached is a check in the amount of **$275.00** made payable to the City of Blue Springs.

Applicant herein states their fireworks stand shall be located at 310 S 7 Highway, Blue Springs MO 64014. The fireworks stand shall be a tent which is 40 feet by 80 feet.

The herein stated organization and its members shall comply with all City ordinances and codes regarding the operation and sale of fireworks and requirements of Central Jackson County Fire Protection District and Office of the Missouri Fire Marshal to provide fire protection.

The proposed site is located upon property owned by:
Dan Feldman, Feldman's Farm and Home.

As a result of the above and foregoing, the above named local, non-profit, community service organization hereby requests that such a permit be issued for the sale of fireworks.

Respectfully submitted,

Name & address of person to receive permit:
Allstar Fireworks
ATTN: Meghan Stevens
200 E. Adriatic St., Kingsville MO 64061
Cell phone: 816-263-1992
Phone (provide work & home)

e-mail: allstarfireworks97@gmail.com

The City of Blue Springs Missouri

FIREWORKS PERMIT FINANCIAL REPORT 2025

Name & Address of Non-Profit Organization:

Blue Springs South Wrestling Group

310 S 7 Highway, Blue Springs MO 64014

Revenues:	**2024**	**2025 Projected**
Sales:		
	$50,000.00	$50-$55,000.00
Dan Feldman, Feldman's Farm and Home		
Total Revenue:	$50,000.00	$50-55,000.00
Expenses:		
Operating Expenses	$5,000.00	$5,000.00
Cost of Fireworks	$14,000.00	$16,000.00
Total Expenses:	$19,000.00	$21,000.00
Total Profit	$31,000.00	$34,000.00
Profit %	20% profit from	net payouts

Profits for Charitable purposes will be used for the following:

Any and all profits received from the fireworks fundraiser is used at full discretion of nonprofit regarding use and purposes.

Previous profits used for: tournament/rec fees, sports gear and uniforms, group dues, team building activities, etc.

The City of Blue Springs

CITY OF BLUE SPRINGS
2025 FIREWORKS APPLICATION

(Please type or print)

The Lighthouse Church Blue Springs, a non-profit, Blue Springs, Missouri Corporation, hereby respectfully requests the City Council of the City of Blue Springs, Missouri, to grant them a permit to sell fireworks within the City limits of Blue Springs, Missouri, for a period beginning July 1, 2025 through midnight, July 4, 2025.

This application is made under provisions contained in Chapter 235, Sections 235.010 through 235.040, of the Code of Ordinances of the City of Blue Springs, Missouri.

Attached is a check in the amount of **$275.00** made payable to the City of Blue Springs.

Applicant herein states their fireworks stand shall be located at 603 Us 40 Hwy Blue springs, MO. The fireworks stand shall be a Tent which is 80 feet by 20 feet.

The herein stated organization and its members shall comply with all City ordinances and codes regarding the operation and sale of fireworks and requirements of Central Jackson County Fire Protection District and Office of the Missouri Fire Marshal to provide fire protection.

The proposed site is located upon property owned by:
K H Johnson.

As a result of the above and foregoing, the above named local, non-profit, community service organization hereby requests that such a permit be issued for the sale of fireworks.

Respectfully submitted,

Name & address of person to receive permit:
Timothy Quintrell
Lighthouse Church Blue Springs
1412 NW Amesbury Rd
Blue Springs, Mo 64015 (816-916-0020)
Phone (provide work & home)

e-mail: ptq@lhcbluesprings.com

The City of Blue Springs

FIREWORKS PERMIT FINANCIAL REPORT 2025

Name & Address of Non-Profit Organization:

Lighthouse Church Blue Springs

603 Us 40 Hwy Blue springs, MO

Revenues:	**2024**	**2025 Projected**
Sales:	63,625	68,400
Total Revenue:		
Expenses:		
Operating Expenses	7,356	same
Cost of Fireworks	28,342	est same
Total Expenses:	34,635	same
Total Profit	29,178	
Profit %	46%	43%

Profits for Charitable purposes will be used for the following:

Community Outreach, Missions, On going Church Development

The City of Blue Springs Missouri

CITY OF BLUE SPRINGS
2025 FIREWORKS APPLICATION

(Please type or print)

The Committee for Youth Development, a non-profit, Blue Springs, Missouri Corporation, hereby respectfully requests the City Council of the City of Blue Springs, Missouri, to grant them a permit to sell fireworks within the City limits of Blue Springs, Missouri, for a period beginning July 1, 2025 through midnight, July 4, 2025.

This application is made under provisions contained in Chapter 235, Sections 235.010 through 235.040, of the Code of Ordinances of the City of Blue Springs, Missouri.

Attached is a check in the amount of **$275.00** made payable to the City of Blue Springs.

Applicant herein states their fireworks stand shall be located at McDonalds north parking lot 1515 NW Woods Chapel The fireworks stand shall be a Tent which is 30 feet by 90 feet. BSMO 64015

The herein stated organization and its members shall comply with all City ordinances and codes regarding the operation and sale of fireworks and requirements of Central Jackson County Fire Protection District and Office of the Missouri Fire Marshal to provide fire protection.

The proposed site is located upon property owned by:
McDonalds owned by Jill Hill.

As a result of the above and foregoing, the above named local, non-profit, community service organization hereby requests that such a permit be issued for the sale of fireworks.

Respectfully submitted,

Name & address of person to receive permit:
David Gordon
605 NW 39th St.
Blue Springs MO 64015

Phone (provide work & home)
work 816-472-6362
Cell 816-419-2039

e-mail: davidgrandma@sbcglobal.net

The City of Blue Springs Missouri

FIREWORKS PERMIT FINANCIAL REPORT 2025

Name & Address of Non-Profit Organization:

Committee for Youth Development
% David Gordon
605 NW 39th St. Blue Springs MO 64015

Revenues:	2024	2025 Projected
Sales:	45,808	45,000
Total Revenue:		

Expenses:

Operating Expenses	~~2~~ 9040	9,000
Cost of Fireworks	18,958	22,000 (chance refills?)
	~~27,998~~	
Total Expenses:	27,998	31,000
Total Profit	17,809	14,000
Profit %	39%	31%

Profits for Charitable purposes will be used for the following:

The Scouts of St. John L. Lasle & St. Robert Bellarmine Catholic Church with Boy Scouts, Cub Scouts, and American Heritage Girls, We also support various youth & other programs.

The City of Blue Springs Missouri

CITY OF BLUE SPRINGS
2025 FIREWORKS APPLICATION

(Please type or print)

The Pointe of Hope Church, a non-profit, Blue Springs, Missouri Corporation, hereby respectfully requests the City Council of the City of Blue Springs, Missouri, to grant them a permit to sell fireworks within the City limits of Blue Springs, Missouri, for a period beginning July 1, 2025 through midnight, July 4, 2025.

This application is made under provisions contained in Chapter 235, Sections 235.010 through 235.040, of the Code of Ordinances of the City of Blue Springs, Missouri.

Attached is a check in the amount of **$275.00** made payable to the City of Blue Springs.

Applicant herein states their fireworks stand shall be located at 1215 North MO 7 Hwy Blue Springs, MO. The fireworks stand shall be a Tent which is 40 feet by 80 feet.

The herein stated organization and its members shall comply with all City ordinances and codes regarding the operation and sale of fireworks and requirements of Central Jackson County Fire Protection District and Office of the Missouri Fire Marshal to provide fire protection.

The proposed site is located upon property owned by:
Pointe of Hope Church.

As a result of the above and foregoing, the above named local, non-profit, community service organization hereby requests that such a permit be issued for the sale of fireworks.

Respectfully submitted,

Name & address of person to receive permit:
Brian Hetzel
℅ Pointe of Hope Church
1215 N MO 7 Hwy
Blue Springs, MO 64014
Phone (provide work & home)

brianhetzel@pointeofhope.org
Phone: 816-220-2609

e-mail: Carolynwhitsitt@pointeofhope.org

The City of Blue Springs Missouri

FIREWORKS PERMIT FINANCIAL REPORT 2025

Name & Address of Non-Profit Organization:

Pointe of Hope Church
1215 N MO 7 Hwy
Blue Springs, MO 64014

Revenues:	**2024**	**2025 Projected**
Sales:	146472.00	160000.00
Total Revenue:	146472.00	160000.00
Expenses:		
Operating Expenses	12972.00	13500.00
Cost of Fireworks	53919.00	60000.00
Total Expenses:	66891.00	73500.00
Total Profit	80898.00	86500.00
Profit %	55%	54%

Profits for Charitable purposes will be used for the following:

Supplement the contributions for the church and it's effort in "Pointing People to Jesus". Also, support Community Outreach and donations to those in need.

The City of Blue Springs

CITY OF BLUE SPRINGS
2025 FIREWORKS APPLICATION

(Please type or print)

The Cornerstone Church of Blue Springs, a non-profit, Blue Springs, Missouri Corporation, hereby respectfully requests the City Council of the City of Blue Springs, Missouri, to grant them a permit to sell fireworks within the City limits of Blue Springs, Missouri, for a period beginning July 1, 2025 through midnight, July 4, 2025.

This application is made under provisions contained in Chapter 235, Sections 235.010 through 235.040, of the Code of Ordinances of the City of Blue Springs, Missouri.

Attached is a check in the amount of **$275.00** made payable to the City of Blue Springs.

Applicant herein states their fireworks stand shall be located at 301 SE AA HWY, Blue Springs, MO 64014. The fireworks stand shall be a tent which is 116 feet by 30 feet.

The herein stated organization and its members shall comply with all City ordinances and codes regarding the operation and sale of fireworks and requirements of Central Jackson County Fire Protection District and Office of the Missouri Fire Marshal to provide fire protection.

The proposed site is located upon property owned by:
Cornerstone Church of Blue Springs.

As a result of the above and foregoing, the above named local, non-profit, community service organization hereby requests that such a permit be issued for the sale of fireworks.

Respectfully submitted.

Name & address of person to receive permit:
Mitch O'Dwyer
301 SE AA HWY
Blue Springs, MO 64014
816-929-1670
Phone (provide work & home)

e-mail: Missions@cornerstonelife.org

The City of Blue Springs Missouri

FIREWORKS PERMIT FINANCIAL REPORT 2025

Name & Address of Non-Profit Organization:

Cornerstone Church of Blue Springs
301 SE AA HWY
Blue Springs, MO 64014

Revenues:	**2024**	**2025 Projected**
Sales:	$96,856.51	$110,000.00
Total Revenue:	$96,856.51	$110,000.00
Expenses:		
Operating Expenses	$1,000	$1,000
Cost of Fireworks	$70,000	$80,000
Total Expenses:	$71,000	$81,000
Total Profit	$25,856.51	$29,000.00
Profit %	25-27%	25-27%

Profits for Charitable purposes will be used for the following:

All proceeds go towards our Cornerstone Church, missions, here in the city, also nationally, and internationally

The City of Blue Springs Missouri

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Blue Springs
Business Services

CITY OF BLUE SPRINGS
2025 FIREWORKS APPLICATION

(Please type or print)

The CHRISTIAN BUSINESS MEN'S CONNECTION, LLC, a non-profit, Blue Springs, Missouri Corporation, hereby respectfully requests the City Council of the City of Blue Springs, Missouri, to grant them a permit to sell fireworks within the City limits of Blue Springs, Missouri, for a period beginning July 1, 2025 through midnight, July 4, 2025.

This application is made under provisions contained in Chapter 235, Sections 235.010 through 235.040, of the Code of Ordinances of the City of Blue Springs, Missouri.

Attached is a check in the amount of **$275.00** made payable to the City of Blue Springs.

Applicant herein states their fireworks stand shall be located at 1712 EAST BOUND 40 HWY, BLUE SPRINGS, MO. The fireworks stand shall be a TENT which is 30' feet by 60' feet.

The herein stated organization and its members shall comply with all City ordinances and codes regarding the operation and sale of fireworks and requirements of Central Jackson County Fire Protection District and Office of the Missouri Fire Marshal to provide fire protection.

The proposed site is located upon property owned by:
GEORGE T. WARD.

As a result of the above and foregoing, the above named local, non-profit, community service organization hereby requests that such a permit be issued for the sale of fireworks.

Respectfully submitted,

Name & address of person to receive permit:
DALE WALKUP
3115 S.W. LIGGETT RD.
BLUE SPRINGS MO 64015

Phone (provide work & home)

e-mail: 816-589-3975

The City of Blue Springs Missouri

FIREWORKS PERMIT FINANCIAL REPORT 2025

Name & Address of Non-Profit Organization:

Christian Business Men's Connection LLC
315 S.W. Liggett Road
Blue Springs Mo 64015

Revenues:	2024	2025 Projected
Sales:	25,475.23	29,000
Total Revenue:	25,475.23	29,000
Expenses:		
Operating Expenses	3763	5550
Cost of Fireworks	17450	17450
Total Expenses:	21,213	23,000
Total Profit	4262	6,000
Profit %		

Profits for Charitable purposes will be used for the following:

We helped 7 families out with finances

The City of Blue Springs Missouri

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MAR 07 2025

Blue Springs
Business Services

CITY OF BLUE SPRINGS
2025 FIREWORKS APPLICATION

(Please type or print)

The BSSHS Band Parents Jaguar Pride Boosters, a non-profit, Blue Springs, Missouri Corporation, hereby respectfully requests the City Council of the City of Blue Springs, Missouri, to grant them a permit to sell fireworks within the City limits of Blue Springs, Missouri, for a period beginning July 1, 2025 through midnight, July 4, 2025.

This application is made under provisions contained in Chapter 235, Sections 235.010 through 235.040, of the Code of Ordinances of the City of Blue Springs, Missouri.

Attached is a check in the amount of **$275.00** made payable to the City of Blue Springs.

Applicant herein states their fireworks stand shall be located at 1101 SW 7 Highway. The fireworks stand shall be a tent which is 20 feet by 40 feet.

The herein stated organization and its members shall comply with all City ordinances and codes regarding the operation and sale of fireworks and requirements of Central Jackson County Fire Protection District and Office of the Missouri Fire Marshal to provide fire protection.

The proposed site is located upon property owned by:
Costentino's Price Chopper.

As a result of the above and foregoing, the above named local, non-profit, community service organization hereby requests that such a permit be issued for the sale of fireworks.

Respectfully submitted,

Name & address of person to receive permit:

Mike Foster
3515 SW Meyer Blvd
Blue Springs, MO 64015
Mobile: 678-458-2208

Phone (provide work & home)

e-mail: michaelfosterjr@outlook.com

The City of Blue Springs Missouri

FIREWORKS PERMIT FINANCIAL REPORT 2025

Name & Address of Non-Profit Organization:

BSSHS Band Parents Jaguar Pride Boosters

605 SW 40 Hwy #208 Blue Springs, MO 64014

Revenues:	**2024**	**2025 Projected**
Sales:	$48,000	$55,000
Total Revenue:	$48,000	$55,000
Expenses:		
Operating Expenses	($10,000)	($10,000)
Cost of Fireworks	(16,000)	(18,000)
Total Expenses:	($26,000)	($28,000)
Total Profit	$22,000	$27,000
Profit %	46%	49%

Profits for Charitable purposes will be used for the following:

Fund student band trip costs and band program fees.

CITY OF BLUE SPRINGS
FIREWORKS APPLICATION

(Please type or print)

The Friends of the Golden Regiment,
a non-profit, Blue Springs, Missouri Corporation, hereby respectfully requests the City Council of the City of Blue Springs, Missouri, to grant them a permit to sell fireworks within the City limits of Blue Springs, Missouri, for a period beginning July 1 through midnight, July 4.

This application is made under provisions contained in Chapter 235, Sections 235.010 through 235.040, of the Code of Ordinances of the City of Blue Springs, Missouri.

Attached is a check in the amount of **$275.00** made payable to the City of Blue Springs.

Applicant herein states their fireworks stand shall be located at 2501B NW Jefferson Street, Blue Springs, MO 64015. The fireworks stand shall be a tent which is 60 feet by 40 feet.

The herein stated organization and its members shall comply with all City ordinances and codes regarding the operation and sale of fireworks and requirements of Central Jackson County Fire Protection District and Office of the Missouri Fire Marshal to provide fire protection.

The proposed site is located upon property owned by:
Guier Fence.

As a result of the above and foregoing, the above named local, non-profit, community service organization hereby requests that such a permit be issued for the sale of fireworks.

Respectfully submitted,

Name & address of person to receive permit:
Tim Caton
4225 S White Sands Court
Blue Springs, MO 64015
(816) 787-7793 friendsofgr.manager@gmail.com
Phone (provide work & home)

The City of Blue Springs

FIREWORKS PERMIT FINANCIAL REPORT 2025

Name & Address of Non-Profit Organization:

Friends of the Golden Regiment
1600 NE Coronado Suite 242
Blue Springs, MO 64014

Revenues:	**2024**	**2025 Projected**
Sales:	$60,000	$60,000
Total Revenue:	$60,000	$60,000
Expenses:		
Operating Expenses	$4,000	$4,000
Cost of Fireworks	32,000	$32,000
Total Expenses:	$36,000	$36,000
Total Profit	$24,000	$24,000
Profit %	40%	40%

Profits for Charitable purposes will be used for the following:

Funding the Golden Regiment Marching Band at Blue Springs High School

The City of Blue Springs Missouri

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MAR 05 2025
Blue Springs
Business Services

CITY OF BLUE SPRINGS
2025 FIREWORKS APPLICATION

(Please type or print)

The 1110 MO - 7 HWY Blue Springs MO, a non-profit, Blue Springs, Missouri Corporation, hereby respectfully requests the City Council of the City of Blue Springs, Missouri, to grant them a permit to sell fireworks within the City limits of Blue Springs, Missouri, for a period beginning July 1, 2025 through midnight, July 4, 2025.

This application is made under provisions contained in Chapter 235, Sections 235.010 through 235.040, of the Code of Ordinances of the City of Blue Springs, Missouri.

Attached is a check in the amount of **$275.00** made payable to the City of Blue Springs.

Applicant herein states their fireworks stand shall be located at Blue Springs MO 64014. The fireworks stand shall be a Tent which is 40 feet by 100 feet.

The herein stated organization and its members shall comply with all City ordinances and codes regarding the operation and sale of fireworks and requirements of Central Jackson County Fire Protection District and Office of the Missouri Fire Marshal to provide fire protection.

The proposed site is located upon property owned by:
Blue Beacon International.

As a result of the above and foregoing, the above named local, non-profit, community service organization hereby requests that such a permit be issued for the sale of fireworks.

Respectfully submitted,

Name & address of person to receive permit:
Blue Springs Citizens Police Academy Alumni Association
C/O Carman Booker
605 SW US Hwy 40 #113
Blue Springs MO 64014
Phone (provide work & home)

e-mail: bscpaaatreasurer@gmail.com

The City of Blue Springs Missouri

FIREWORKS PERMIT FINANCIAL REPORT 2025

Name & Address of Non-Profit Organization:

Blue Springs Citizens Police Academy Alumni Association

1110 MO - 7 HWY Blue Springs MO

Blue Springs MO 64014

Revenues:	**2024**	**2025 Projected**
Sales:	91445.12	95000.00
Blue Beacon International		
Total Revenue:	91445.12	95000.00
Expenses:		
Operating Expenses	13366.10	13700.00
Cost of Fireworks	36342.04	36600.00
Total Expenses:	49708.14	51000.00
Total Profit	41736.98	44000.00
Profit %	45.66	46.32

Profits for Charitable purposes will be used for the following:

to support programs associated with BSPD

The City of Blue Springs Missouri

CITY OF BLUE SPRINGS
2025 FIREWORKS APPLICATION

(Please type or print)

The STANLEY PACK AMERICAN LEGION POST 499, a non-profit, Blue Springs, Missouri Corporation, hereby respectfully requests the City Council of the City of Blue Springs, Missouri, to grant them a permit to sell fireworks within the City limits of Blue Springs, Missouri, for a period beginning July 1, 2025 through midnight, July 4, 2025.

This application is made under provisions contained in Chapter 235, Sections 235.010 through 235.040, of the Code of Ordinances of the City of Blue Springs, Missouri.

Attached is a check in the amount of **$275.00** made payable to the City of Blue Springs.

Applicant herein states their fireworks stand shall be located at 499 S. 7 HWY. The fireworks stand shall be a TENT which is 30 feet by 60 feet.

The herein stated organization and its members shall comply with all City ordinances and codes regarding the operation and sale of fireworks and requirements of Central Jackson County Fire Protection District and Office of the Missouri Fire Marshal to provide fire protection.

The proposed site is located upon property owned by:
STANLEY PACK AMERICAN LEGION POST 499.

As a result of the above and foregoing, the above named local, non-profit, community service organization hereby requests that such a permit be issued for the sale of fireworks.

Respectfully submitted,

Name & address of person to receive permit:
STEVEN P. THURMON, CPA
922 NW VESPER STREET
BLUE SPRINGS, MO
64015-3736
Phone (provide work & home)

e-mail: Steven P. Thurmon
sthurmon@spt-cpa.com
816-665-2303

STEVEN P. THURMON, CPA
922 NW VESPER STREET
BLUE SPRINGS, MO
64015-3736

The City of Blue Springs Missouri

FIREWORKS PERMIT FINANCIAL REPORT 2025

Name & Address of Non-Profit Organization:

STANLEY-PACK AMERICAN LEGION POST NO 499
499 S 7 HIGHWAY
BLUE SPRINGS, MO 64015

Revenues:	**2024**	**2025 Projected**
Sales:	51,571.65	55,000
Total Revenue:		
Expenses:		
Operating Expenses	3,903.90	4400
Cost of Fireworks	24,332.59	25,900
Total Expenses:	28,236.49	30,300
Total Profit	23,335.16	24,700
Profit %	45%	45%

Profits for Charitable purposes will be used for the following:

Veteran Affairs.
American Legion Baseball Teams

The City of Blue Springs

CITY OF BLUE SPRINGS
2025 FIREWORKS APPLICATION

(Please type or print)

The My Brother's Keeper NETWORK a non-profit, Blue Springs, Missouri Corporation, hereby respectfully requests the City Council of the City of Blue Springs, Missouri, to grant them a permit to sell fireworks within the City limits of Blue Springs, Missouri, for a period beginning July 1, 2025 through midnight, July 4, 2025.

This application is made under provisions contained in Chapter 235, Sections 235.010 through 235.040, of the Code of Ordinances of the City of Blue Springs, Missouri.

Attached is a check in the amount of **$275.00** made payable to the City of Blue Springs.

Applicant herein states their fireworks stand shall be located at NW Corner of Lincoln Ave & MO Hwy 7. The fireworks stand shall be a TENT which is 30' feet by 70' feet.

The herein stated organization and its members shall comply with all City ordinances and codes regarding the operation and sale of fireworks and requirements of Central Jackson County Fire Protection District and Office of the Missouri Fire Marshal to provide fire protection.

The proposed site is located upon property owned by:
Timothy LUTHERN Church & School.

As a result of the above and foregoing, the above named local, non-profit, community service organization hereby requests that such a permit be issued for the sale of fireworks.

Respectfully submitted,

Name & address of person to receive permit:
STEVE STEINER
8700 SW 4th ST. CT.
Blue Springs, MO 64064

Phone (provide work & home) 816-668-8037(c)

e-mail: steves71111@gmail.com

The City of Blue Springs

FIREWORKS PERMIT FINANCIAL REPORT 2025

Name & Address of Non-Profit Organization:

My Brother's Keeper
1101 SW 44th St.
Blue Springs, MO. 64015

Revenues:	2024	2025 Projected
Sales:	24,000	24,000
Total Revenue:	24,000	24,000
Expenses:		
Operating Expenses	9326	9,326
Cost of Fireworks	9,794	9794
Total Expenses:	19,120	19,120
Total Profit	4,880	4,880
Profit %		

Profits for Charitable purposes will be used for the following:

Homeless Ministry & Youth Assistance

The City of Blue Springs

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MAR 14 2025
Blue Springs Business Services

CITY OF BLUE SPRINGS
2025 FIREWORKS APPLICATION

(Please type or print)

The Blue Springs South Football Booster Club, Inc., a non-profit, Blue Springs, Missouri Corporation, hereby respectfully requests the City Council of the City of Blue Springs, Missouri, to grant them a permit to sell fireworks within the City limits of Blue Springs, Missouri, for a period beginning July 1, 2025 through midnight, July 4, 2025.

This application is made under provisions contained in Chapter 235, Sections 235.010 through 235.040, of the Code of Ordinances of the City of Blue Springs, Missouri.

Attached is a check in the amount of **$275.00** made payable to the City of Blue Springs.

Applicant herein states their fireworks stand shall be located at 1305 MO-7, Blue Springs, MO. 64014. The fireworks stand shall be a Tent which is 40 feet by 80 feet.

The herein stated organization and its members shall comply with all City ordinances and codes regarding the operation and sale of fireworks and requirements of Central Jackson County Fire Protection District and Office of the Missouri Fire Marshal to provide fire protection.

The proposed site is located upon property owned by:
Cosentino Foods Inc. Price Chopper.

As a result of the above and foregoing, the above named local, non-profit, community service organization hereby requests that such a permit be issued for the sale of fireworks.

Respectfully submitted,

Name & address of person to receive permit:
Laure Dixon
2200 S.W. Wall St.
Blue Springs, MO. 64015
661-377-5534
Phone (provide work & home)

e-mail: Larockwood08@gmail.com

The City of Blue Springs

FIREWORKS PERMIT FINANCIAL REPORT 2025

Name & Address of Non-Profit Organization:

Blue Springs South Football Booster Club C/o Bryan Hunt
1357 Brandywine Rd.
Lee's Summit, MO. 64064

Revenues:	2024	2025 Projected
Sales:		$70K - $80K
Total Revenue:		$70K - $80K
Expenses:		
Operating Expenses		(-25k)
Cost of Fireworks		(-30K)
Total Expenses:		(-55K)
Total Profit		= $15K - $20K
Profit %		20-25%

Profits for Charitable purposes will be used for the following:

Football equipment, travel & food expenses for team.

State of Missouri
John R. Ashcroft, Secretary of State
Corporations Division
PO Box 778 / 600 W. Main St., Rm. 322
Jefferson City, MO 65102

N000714311
Date Filed: 3/5/2020
John R. Ashcroft
Missouri Secretary of State

Articles of Incorporation of a Nonprofit Corporation

(Submit with a filing fee of $25.00)

The undersigned natural person(s) of the age of eighteen years or more for the purpose of forming a corporation under the Missouri Nonprofit Corporation Act adopt the following Articles of Incorporation:

1. The name of the corporation is: Blue Springs South Football Booster Club, Inc.

2. This corporation is a Public Benefit Corporation.
Public or Mutual

3. The period of duration of the corporation is Perpetual
"Perpetual" unless stated otherwise

4. The name and street address of the Registered Agent and Registered Office in Missouri is:
4319 NE Courtney Dr.
Clark Frost III — Lees Summit MO 64064
Name — *Address* — *City/State/Zip*

5. The name(s) and address(es) of each incorporator:

Hefner, Alesia	4319 NE Courtney Dr.	Lees Summit MO 64064
Bryan, Chris	4319 NE Courtney Dr.	Lees Summit MO 64064
Frost, Clark III	4319 NE Courtney Dr.	Lees Summit MO 64064

6. Will the corporation have members? ☐ YES ☒ NO

7. The assets of the corporation will be distributed on dissolution as follows
No part of the net earnings of this organization shall inure to the benefit of, or be distributable to, its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein. No substantial part of the activities of this corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and this corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of this document, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c) (3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c) (2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.
Upon the dissolution of this corporation, assets remaining shall be distributed for one or more exempt purposes within the meaning of Section 501(c) (3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be

Name and address to return filed document:
Name: Legalzoom.com, Inc
Address: Email: onlinefilings@legalzoom.com
City, State, and Zip Code:

distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed by a Court of Competent Jurisdiction of the county in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

8. The corporation is formed for the following purpose(s):

Said organization is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under the section 501 (c) (3) of the Internal Revenue Code, or corresponding section of any future federal tax code. The business activity for said organization is as follows: To provide support of the Football Program through Fundraising, Community involvement and developing positive relationships in the Community.

9. The effective date of this document is the date it is filed by the Secretary of State of Missouri unless a future date is otherwise indicated: _____

(Date may not be more than 90 days after the filing date in this office)

(Please see next page)

In Affirmation thereof, the facts stated above are true and correct:
(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

Must be signed by all Incorporator(s):

Alesia Hefner	ALESIA HEFNER	03/05/2020
Signature	*Printed Name*	*Date of Signature*
Chris Bryan	CHRIS BRYAN	03/05/2020
Signature	*Printed Name*	*Date of Signature*
Clark Frost Iii	CLARK FROST III	03/05/2020
Signature	*Printed Name*	*Date of Signature*

STATE OF MISSOURI

John R. Ashcroft
Secretary of State

CERTIFICATE OF INCORPORATION

WHEREAS, Articles of Incorporation of

Blue Springs South Football Booster Club, Inc.
N000714311

have been received and filed in the Office of the Secretary of State, which Articles, in all respects, comply with the requirements of Missouri Nonprofit Corporation Law;

NOW, THEREFORE, I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, do by virtue of the authority vested in me by law, do hereby certify and declare this entity a body corporate, duly organized this date and that it is entitled to all rights and privileges granted corporations organized under the Missouri Nonprofit Corporation Law.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 5th day of March, 2020.

Secretary of State

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: March 11, 2025 **CONTRACT NO. 2024-166 Task Order #10**

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

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

ISSUE/REQUEST

Adopt a Resolution approving Task Order #10 to Contract No. 2024-166 with SC Engineering, LLC dba Cochran in the amount of $584,575 for the design and bidding phase services ($334,043), and construction phase services ($250,532) for the Walnut Street improvements and water main replacement; CIP ST-61.

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 Walnut Street from 15th Street to Woods Chapel. These improvements would include complete reconstruction of the road to widen, add curbs and sidewalks, water main replacement and associated stormwater conduits; CIP ST-61.

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 Walnut Street improvements and water main replacement.

The attached Task Order for this project details the scope for the design and bidding phase services ($334,043), and construction phase services ($250,532) for the Walnut Street improvements and water main replacement with a project end date of December 31, 2026. Image of the current street condition is attached along with a proposed cross section of an improved Walnut Street with cost estimate for the project.

FINANCIAL IMPACT

Contractor:	SC Engineering, LLC dba Cochran
Amount of Request/ Contract:	$584,575
Amount Budgeted:	$0
Budget Year:	FY2024-25
Funding Source/Account #:	310-72000-543100 ST-61
Account Balance:	$0 Date3/26/2025
Additional Funds Needed:	$584,575
Funding Source/Account #:	2025 Bond Issue

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
April 7, 2025	December 31, 2026
Years and Months Contract in effect	**Number of times renewable**
One year, eight 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. Image of existing Walnut St. at 18th
2. Proposed Walnut Cross Section
3. Estimate Blue Springs – Walnut
4. Resolution with Task Order #10 attached as Exhibit A

REVIEWED BY:

Requesting Director: ***Dennis Dovel***	Budget: ***Lori Turner***
Legal: ***James Newell***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

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

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

ATTACHMENT 1



ATTACHMENT 2

PROPOSED CROSS SECTION -WALNUT STREET
WOODS CHAPEL TO 15TH STREET



OCHRAN
Civil Engineering
Land Surveying
Architecture
Project Management
Master Planning
General Consulting
1735 WESTPARK CENTER DRIVE
FENTON, MISSOURI 63026
314-842-2403 (tel.)
314-842-2405 (fax)
www.ochran.eng.com
ENGINEERING CERTIFICATE OF AUTHORITY NUMBER - 2007000017
LAND SURVEY CERTIFICATE OF AUTHORITY NUMBER - 2007000017

THE PROFESSIONAL'S SEAL AFFIXED TO THIS SHEET APPLIES ONLY TO ITEMS ON THIS SHEET. ALL DRAWINGS OR OTHER DOCUMENTS NOT EXHIBITING THIS SEAL SHALL NOT BE CONSIDERED PREPARED BY THIS PROFESSIONAL.

WALNUT STREET IMPROVEMENTS
BLUE SPRINGS, MISSOURI

WALNUT STREET CROSS SECTION

DATE:	BY	DIVISION

DWN. BY:	APP'D. BY:
KJW	DAC

DATE: 11/12/24
SCALE: NO SCALE
PROJ. NO:
DWG. NO: *1*

Drawing name: C:\Users\kwolff\Documents\Blue Springs\Blue Springs Exhibit.dwg T36-L(second) Plotted on: Nov 15, 2024 - 9:37am Plotted by: kwolff

ATTACHMENT 3

Project Cost Estimate

City of Blue Springs

Walnut Street Improvements - Woods Chapel Road to 15th Street

No.	Description	Unit	Quantity	Unit Cost	Cost
1	Construction Mobilization	LS	1	380,000.00	$380,000.00
2	Removal of Improvements	LS	1	285,000.00	$285,000.00
3	Linear Grading	STA	52	2,500.00	$130,000.00
4	Storm Sewer	LF	4,500	105.00	$472,500.00
5	Full Depth Pavement Widening	SY	3,479	95.00	$330,473.33
6	Block Retaining Wall	SF	3,900	45.00	$175,500.00
7	Water Main (fire hydrants, valves, water service connections, etc.)	LF	5,200	195.00	$1,014,000.00
8	ADA Concrete Sidewalk, both sides - 5' wide	SF	52,180	7.50	$391,350.00
9	Concrete Curb & Gutter	LF	10,436	45.00	$469,620.00
10	Driveway Approaches	SF	13,065	8.00	$104,520.00
11	Pavement Repair	SY	648	150.00	$97,200.00
12	Pavement Milling	SY	16,200	4.00	$64,800.00
13	Asphalt Pavement	TON	3,600	110.00	$396,000.00
14	Street Lighting	EA	35	8,500.00	$297,500.00
15	Pavement Striping	LF	20,872	0.85	$17,741.20
16	Construction Traffic Control	LS	1	65,000.00	$65,000.00
17	Restoration	LS	1	150,000.00	$150,000.00

Project Notes:

1. Project total length equals approx. 0.98 miles
2. Woods Chapel Rd to 15th St {ROW varies 45' to 60'}
3. Existing Pavement @ 24' wide
4. Proposed Pavement Width = 28' curb to curb

Construction Sub-Total	$4,841,205
15% Contingency	$726,181
Survey & Eng. Design @ 6%	$334,043
Const. Inspection/Testing	$250,532
Project Total =	**$6,151,961**

Resolution No. 19-2025

A RESOLUTION APPROVING TASK ORDER #10 TO CONTRACT NO. 2024-166 WITH SC ENGINEERING, LLC DBA COCHRAN FOR WALNUT STREET IMPROVEMENTS AND WATER MAIN REPLACEMENT CIP ST-61

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 Walnut Street Improvements and water main replacement; CIP ST-61; and

WHEREAS, these improvements include reconstruction of the road including widening, curbs, sidewalks, water main replacement and associated stormwater conduit; 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 Walnut Street improvements and Water Main Replacement; and

WHEREAS, staff recommends entering into a Task Order with Cochran for the design and bidding phase services ($334,043), and construction phase services ($250,532) for the Walnut Street improvements and water main replacement with a project end date of December 31, 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 #10 to Contract No. 2024-166 in the amount of $584,575 with SC Engineering, LLC dba Cochran for the design and bidding phase services ($334,043), and construction phase services ($250,532) for the Walnut Street improvements and water main replacement. A copy of proposed Task Order #10 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 7th day of April 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

EXHIBIT A

CONTRACT NO. 2024-166	TASK ORDER NO. 10	TASK ORDER EFFECTIVE DATE: APRIL 7, 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

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 #10 - Scope of Services

Walnut Street Improvements and Water Main Replacement – Lump Sum Proposal:

The purpose for this Lump Sum Proposal is to provide Professional Engineering and Inspection Services for the Walnut Street Improvements from Woods Chapel Road to 15th Street, water main replacement and associated stormwater conduit. Budget - the City bond issue allocated a $8.25M budget for the Walnut Street Improvements. Scope of Improvements - see attached proposed cross section and estimate.

SCOPE OF SERVICES:

A. Topographic Survey Phase:

1. Topographic survey covering sufficient area to develop water main, sidewalk, street lighting and roadway 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, proposed improvements in accordance with the attached proposed cross section, site plan improvement plans, preliminary roadway profiles existing and proposed changes, and roadway cross-sections.
2. Submit preliminary roadway drawings to the City for review and comment.
3. Provide the City with preliminary estimate of construction cost.
4. Work with city staff and interested stake holders to select Walnut Street streetlight.

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. 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 ADA compliant sidewalk and roadway cross sections.
    - New water main replacement plans and specifications
    - Streetlighting plans and specifications.

- 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.

3. Submit final sidewalk and roadway plans and specifications to the City for review and approval.
4. Incorporate final comments from the City into the plans and specifications.
5. 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.
6. 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 $334,043.00.

2. The total amount of fee to be paid for the Scope of Services, Item E – "Construction Phase Services" as outlined in this proposal shall be a lump sum fee of $250,532.00.

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: March 19, 2025 **CONTRACT NO. 2024-200**

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

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

ISSUE/REQUEST

Adopt a Resolution approving an Amendment to Contract No. 2024-200 with Icon Grading & Construction, Inc. for additional work related to the Railroad Lake at Rotary Park silt removal. This amendment will extend the termination date of the contract to May 1, 2025 and will also increase the project total by an additional $135,300 to allow for the removal of additional silt from the lake.

BACKGROUND/JUSTIFICATION

Railroad Lake at Rotary Park is a storm water basin that collects storm water from approximately one square mile of area surrounding the park. This storm water is primarily collected from roadway storm drains in the area. Consequently, large amounts of sand, oils and dirt are deposited in the lake and built up over time. These sediments must be removed to maintain proper depth in the lake to prevent algae build up and allow for an aesthetically pleasing amenity in the park. The desired depth of the lake is 6'-8' throughout, but the current depth is less than a foot in some areas.

City Council approved a contract with Icon Grading & Construction, Inc. at the January 6, 2025, City Council meeting. This contract for $370,000 allowed for the removal of up to 550 loads of silt from the lake. The exact amount of silt in the lake was unknown at that time. As the contractor approached the maximum load number, staff met with the contractor on site and determined that more loads would be needed to reach the desired depth of 6'8' throughout the lake. The contractor is estimating an additional 300 loads of silt will need to be removed to reach the desired 6-8' depth throughout the lake. This amendment will add an additional $135,300, increasing the total contract amount to $505,300. The amendment also includes extending the termination date of the contract to May 1, 2025, to allow additional time for the work to be completed.

A Budget Amendment will be completed to move the additional funds needed from the Parks Sales Tax to the Rotary Park Improvement project line.

Staff recommends the approval of a contract amendment with Icon Grading & Construction, Inc. for silt removal from Railroad Lake at Rotary Park.

FINANCIAL IMPACT

Contractor:	Icon Grading & Construction, Inc
Amount of Request/ Contract:	$ 135,300 for a total contract price of $505,300
Amount Budgeted:	$0
Budget Year:	FY 2024-2025

Funding Source/Account #:	158-7300-544100 PR-17
Account Balance:	$ 0 Date: 3/26/2025
Additional Funds Needed:	$370,000
Funding Source/Account #:	Park Sales Tax – Budget Amendment

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
January 6, 2025	May 1, 2025
Years and Months Contract in effect	**Number of times renewable**
5 months	0

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	NA

ECONOMIC DEVELOPMENT PROJECT

NA

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with contract amendment attached as Exhibit A.

REVIEWED BY:

Requesting Director: ***Justin Stuart***	Budget: ***Lori Turner***
Legal: ***Jennifer Baird***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

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

Wage Order, by reference	☒	Wage Order Number:
IRS Form W-9:	☒	
Bid/RFP/RFQ: (submit all)	☒	
Bid/RFP/RFQ Tabulation:	☒	
Bid Waiver: (less than three bids)	☒	
Contractor address and email:	☒	Colby Vifquain Icon Grading & Construction, Inc 30806 E Argo Rd Grain Valley, MO 64029 anne@icongrading.com
Project Exemption Certificate needed:	☐	
Other:	☐	

A RESOLUTION APPROVING AN AMENDMENT TO CONTRACT NO. 2024-200 WITH ICON GRADING AND CONSTRUCTION, INC. FOR SILT REMOVAL AT RAILROAD LAKE

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

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

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

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

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

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

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

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

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

WHEREAS, the City entered into Contract No. 2024-200 with Icon Grading and Construction, Inc. with an effective date of January 6, 2025 for $370,000 for services generally identified as silt removal at Railroad Lake; and

WHEREAS, the Department requests the approval of Amendment #1 to Contract 2024-200 in the amount of $135,300 with Icon Construction and Grading Inc for the removal of an additional 300 loads of silt, increasing the total contract amount to $505,300. This Amendment #1 also extends the termination date of the contract to May 1, 2025; and

WHEREAS, this amendment exceeds the administrative authority to approve contracts in Section 115.160 of the Blue Springs Code of Ordinances.

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 Amendment #1 with Icon Grading and Construction, Inc. for the removal of an additional 300 loads of silt removal from Railroad Lake in the amount of $135,300 and extend the termination date of the contract to May 1, 2025. A copy of the proposed Amendment is attached hereto as Exhibit “A” and is incorporated herein.

Section 2. City staff is directed to perform all tasks necessary to implement said contract including submitting a FY2024-25 budget amendment.

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 7th day of April 2025.

CITY OF BLUE SPRINGS

ATTEST:

Chris Lievsay, Mayor

Erin Ford, City Clerk

EXHIBIT A

EFFECTIVE DATE: January 6, 2025	TERMINATION DATE: May 1, 2025	CONTRACT NUMBER: 2024-200

CITY	CONTRACTOR
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**	**Icon Grading & Construction, Inc** **30806 E Argo Rd** **Grain Valley, MO 64029**
Department: Parks and Recreation	Attention: Colby Vifquain
Phone: 816-228-0105	Phone: 816-806-5565

AMENDMENT TO CONTRACT NO. 2024-200

THIS AMENDMENT is made and entered into on the _____ of _____ 2025, between City of Blue Springs, Missouri ("City") and Icon Grading & Construction Inc ("Contractor").

WHEREAS, the City entered into Contract No. 2024-200 with Contractor with an effective date of January 6, 2025, for services generally identified as silt removal at Railroad Lake; and

WHEREAS, the City has requested and/or identified additional services to be performed by Contractor, due to additional loads of silt needed to be removed in order to reach desired depth of 6-8' consistently around the lake. This additional work will also require an extension of the termination date of the contract to May 1, 2025.

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby agree to the following:

1. Scope amended as follows: removal of an additional 300 loads of silt from Railroad Lake in order to reach desired 6-8' of depth throughout the lake. The contract termination date will also be extended to May 1, 2025 to allow time for this work to be performed.

   All work shall be performed in accordance with Contractor's proposal dated March 17, 2025 attached hereto and incorporated herein as Attachment A.

2. Amended cost. This amendment adds an additional cost of $135,300, bringing the total contract cost for the 2024-25 fiscal year, including this amendment, to $505,300.

3. Terms of original agreement. All other terms and conditions of the original agreement not modified in this Amendment shall remain in full force and effect and be considered incorporated herein as part of the amended agreement.

IN WITNESS WHEREOF, this Amendment has been executed and delivered as of the date set forth in the caption above.

ICON GRADING & CONSTRUCTION INC

By: Anne Vitaquain
Name: Anne Vitaquain
Title: President/Owner

CITY OF BLUE SPRINGS, MISSOURI

Christine Cates, City Administrator

APPROVED AS TO FORM

Jennifer M. Baird

Jennifer Baird, City Attorney

ATTACHMENT A

ICON Grading & Construction Inc.
30806 E Argo Rd
Grain Valley, MO 64029
Phone: 816-867-5134

Request for Change Order

Date: 3/17/2025

Project: Silt Removal of Railroad Lake

To: Blue Springs, MO / Parks and Recreation

PO#: 25-1070
CO #: 1

Att: Derek Mayden

Description:
Additional Loads required to complete remediation of Railroad Lake in Rotary Park

	ITEM DESCRIPTION	QUANTITY	U/M	UNIT PRICE	TOTAL
	Additional Loads to be Removed and Exported	300.00	EA	$451.00	$135,300.00

Total This Change Order	$135,300.00
Original Contract Amount	$370,000.00
Total Previous Change Orders	$0.00
Total Contract W/Change Orders	$505,300.00

Colby Vifquain Date: 3/17/2025
ICON Grading & Construction, Inc.

Anne Vifquain 3/25/25
Owner/General Contractor Date:
Print Name & Title: Anne Vifquain, President

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: March 5, 2025 **CONTRACT NO.**

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

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

ISSUE/REQUEST

Adopt a Resolution approving a contract with Athco Acquisition Corp in the amount of $176,689.00 for the purchase and installation of a shelter at Blue Springs Park.

BACKGROUND/JUSTIFICATION

On April 4, 2017, the residents of Blue Springs overwhelmingly supported the passage of the Parks Sales Tax to fund deferred maintenance items throughout the City. Maintenance projects were scheduled for years 2018-2022. Additionally, the residents on April 6, 2021, approved an extension of the Parks Sales Tax with no expiration date. The program also outlined specific Park Maintenance projects through future years. It was determined that projects identified in the Parks Sales Tax renewal should begin being funded as soon as revenues allowed.

The existing shelter at Blue Springs Park has outlived its life expectancy and needs to be replaced. Staff worked with Athco Acquisition Corp, the local representative of Coverworx Shelters, on a shelter design to meet the budget and scope of work needed to replace the existing shelter. This replacement will provide a modern shelter to be used for many years ahead.

The pricing provided by Athco Acquisition Corp was obtained through the Greenbush Cooperative Purchasing Agreement in which the shelters were competitively bid. It is anticipated that this work will be performed in the Fall of 2025 due to long lead time for materials. This will allow the existing shelter to continue to be used throughout the summer months prior to being removed to make way for the installation of the new shelter.

Staff recommends approval for the purchase and installation of a new shelter at Blue Springs Park for $176,689.00 with Athco Acquisition Corp.

FINANCIAL IMPACT

Contractor:	Athco Acquisition Corp
Amount of Request/ Contract:	$176,689
Amount Budgeted:	$175,000
Budget Year:	FY2024/2025
Funding Source/Account #:	158-73000-544100 PR-15
Account Balance:	$175,000 Date: 3/26/2025
Additional Funds Needed:	$1,689
Funding Source/Account #:	158-73000-544100 PR-18 (Received budget Transfer)

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
April 7, 2025	December 31, 2025
Years and Months Contract in effect	**Number of times renewable**
9 months	0

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	NA

ECONOMIC DEVELOPMENT PROJECT

NA

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with contract attached as Exhibit A.

REVIEWED BY:

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

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

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

Wage Order, by reference	☒	Wage Order Number:
IRS Form W-9:	☒	
Bid/RFP/RFQ: (submit all)	☐	
Bid/RFP/RFQ Tabulation:	☐	
Bid Waiver: (less than three bids)	☒	
Contractor address and email:	☒	13500 W 108th Street Lenexa, KS 66215 mcline@athcollc.com
Project Exemption Certificate needed:	☒	
Other:	☐	

A RESOLUTION APPROVING A CONTRACT WITH ATHCO ACQUISITION CORP FOR THE PURCHASE AND INSTALLATION OF A SHELTER AT BLUE SPRINGS PARK

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

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

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

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

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

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

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

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

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

WHEREAS, the Parks and Recreation Department prepared specifications and design options for the purchase and installation of a shelter at Blue Springs Park; and

WHEREAS, the Department used the Greenbush Cooperative Purchasing Agreement pricing and now recommends that the City award a contract to Athco Acquisition Corp, for work based on scope of services in the amount of $176,689.

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

Section 1. The City Administrator is hereby authorized to enter into a contract with Athco Acquisition Corp for the purchase and installation of a shelter at Blue Springs Park in the amount of $176,689. A copy of the proposed Contract is attached hereto as Exhibit “A” and is incorporated herein.

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 7th day of April 2025.

CITY OF BLUE SPRINGS

ATTEST: Chris Lievsay, Mayor

Erin Ford, City Clerk

EXHIBIT A

EFFECTIVE DATE: April 7, 2025	TERMINATION DATE: December 31, 2025	CONTRACT NUMBER:

CITY	CONTRACTOR
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**	**Athco Acquisition Corp** **13500 W 108th Street** **Lenexa, KS 66215**
Department:Parks and Recreation	Attention: Matt Cline
Phone: 816-228-0105	Phone: 913-346-3641

PUBLIC WORKS CONTRACT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

7. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this Contract exceed the sum of **$176,689.00** unless agreed to by City and Contractor in writing.

8. **Termination of Contract.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation, or benefits payable by or for the

Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, officers, agents and employees, for which indemnification is sought.

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

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

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

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

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

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

licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

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

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

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

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

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

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

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

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

Work Authorization Affidavit

STATE OF MISSOURI)
) ss.
COUNTY OF Jackson)

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

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

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

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

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

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

1. My name is Matt Cline and I am currently the Partner of ATHCO ACQUISITION CORP (hereinafter "Company"), whose business address is 13500 WEST 108th STREET LENEXA, KANSAS 66215, 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.

Matt Cline
Affiant / Contractor

Matt Cline
Printed Name

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

SEAL

NOTARY PUBLIC - State of Kansas
JASON C. MILBRADT
My Appt. Expires 3/19/29

Notary Public

27. **Anti-Discrimination Against Israel Act.** If this agreement has a total potential value of $100,000 or more and Contractor has ten or more employees, the following applies: Pursuant to Section 34.600, RSMo, Contractor agrees to comply with Missouri law regarding the Anti-Discrimination Against Israel Act, and execution of this Contract constitutes Contractor's certification of compliance with the Anti-Discrimination Against Israel Act, including that it is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in, or with, Israel companies authorized by, licensed by, or organized under, the laws of the State of Israel; or persons or entities doing business in the State of Israel.

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

29. **Jurisdiction**. This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Circuit Court of Jackson County, Missouri at Independence or the Federal District Court for the Western District of Missouri, as appropriate. Contractor submits to the personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to those courts.

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

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

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

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

ATHCO ACQUISITION CORP

Digitally signed by Matt Cline
DN: C=US, E=mcline@athcollc.com, O=ATHCO, CN=Matt Cline
Date: 2025.04.02 09:59:51-05'00'

By: _____
Name: Matt Cline
Title: Sales Representative/Partner

CITY OF BLUE SPRINGS, MISSOURI

_____
Christine Cates, City Administrator

APPROVED AS TO FORM

_____
Jennifer Baird, City Attorney

Exhibit 1 to Contract Scope of Work		
Name of Contractor	Athco Acquisition Corp	
Scope of Work (Job Description)	Purchase and Installation of shelter at Blue Springs Park: Removal of existing shelter at Blue Springs Park and existing concrete pad; Installation of new 32' x 50' concrete pad, installation of new 30' x 48' Coverworx Modern Sunburst Gable with Blue Springs Park lettering on north facing end of shelter, installation of 8' stone wrapped columns including electrical knockouts. All work shall be performed in accordance with Contractor's Quote dated February 10, 2025 attached hereto and incorporated herein as Attachment A.	
Start Date	April 7, 2025	
Interim Deadlines (if applicable)	**Date**	**Phase of Project To Be Completed**
Final Completion Deadline	December 31, 2025	
Reimbursable Expenses	☒ None ☐ Travel, Lodging, Meals, Phone Calls, Copying, Postage	
Maximum Payment	$176,689	Maximum payment for services rendered
	$	Maximum amount of expenses to be reimbursed
	$176,689	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: 50% down payment due at time of order; remainder to be paid upon completion of project. ☐ % retainage held until completion of project.	

ATTACHMENT A

Quote

ATHCO Acquisition Corp.
13500 W. 108th St.
Lenexa, KS 66215
P: 913-469-5600
mcline@athcollc.com

Prepared by: Matt Cline

Date: 2/10/2025

All prices subject to acceptance within 30 days

To accept this quote, sign here and return

TO: Justin Stuart
Director
Blue Springs Parks and Recreation

Payment Terms Net 30 days

Description	QTY	UNIT PRICE	TOTAL
30' x 48' Coverworx Modern Sunburst Gable w/ Lettering BLUE SPRINGS PARK on one end, w/ 8'H Stone-Wrapped Columns, Electrical Knockouts, and new Concrete Pad 32' x 50'. Includes demo and haul off of (1) existing pad and (1) shelter.	1	$ 176,689.00	$ 176,689.00
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
QUOTED PER GREENBUSH CONTRACT #24.6 ESC-PLAYGROUND-REC2024		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -

NOTES: **50% down payment due at time of order; balance to be invoiced upon completion.**

SUBTOTAL	$ 176,689.00
INSTALLATION OPTION	Included
FREIGHT	Included
SALES TAX - N/A	N/A
Quote Total	$ 176,689.00

Owner responsible for relocating any utitilites at footing locations

Assumes no rock at footing locations. Additional charges for labor and equipment rental will be incurred for removal of rock above or below grade.

Current "Tax Exemption Certificate" required when placing orders for materials only

Proposals with labor (installation/repairs) are subject to sales tax unless a "Project Tax Exemption Certificate" is provided when placing the order

All conditions in this proposal are to be accepted into any subcontract issued by a General Contractor

Thank you!

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: March 20, 2025

SUBMITTED BY: Sheryl Morgan **DEPARTMENT: Administration**

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

ISSUE/REQUEST

Adopt a Resolution establishing the Downtown Streetscape Enhancements Task Force and approve appointments to the Task Force.

BACKGROUND/JUSTIFICATION

City Council adopted the Downtown Master Plan (the Plan) on March 18, 2024, following months of public meetings and gathering stakeholder input. On May 6, 2024, Resolution No. 33-2024 created the 2024 Downtown Master Plan Implementation Task Force and approved nine appointments to help facilitate the implementation of the Plan. The goal of the Implementation Task Force was to outline implementation strategies, including a schedule, priorities, and key organizations that need to be involved in the implementation of the Plan. On August 19, 2024, the Implementation Task Force presented recommendations to City Council for next steps to implement the new Plan.

On December 2, 2024, the City Council approved Task Order #4 to Contract No. 2024-166 with SC Engineering, LLC dba Cochran for Main Street Streetscape Improvements and Water Main Replacement. The Scope of Services for Task Order #4 included meetings with downtown business owners, stakeholders, and City Council members to determine a preferred streetscape cross section. A Downtown Streetscape Enhancements Task Force is in order to hold meetings to select a downtown streetlight design and color for Main and 11th Streets. The Task Force will hold 2-3 meetings to narrow down options for streetlights and hold a community meeting to gather feedback on parking, sidewalks and streetlights for recommendation to the City Council. After presentation to the City Council, a Resolution will be in order to approve selections to allow for continued planning of streetscape plans. This Task Force may also be used at a later date for input on recommendations including streetscape furniture, wayfinding signs, etc.

Pursuant to Section 4.4.C of the Blue Springs Home Rule Charter, the Mayor appoints all members of committees, boards, and commissions, with the advice and consent of the majority of the Council. The list of the Mayor's appointments to the Downtown Streetscape Enhancements Task Force are:

Member	**Entity**
Galen Ericson	Councilmember District 1
Kent Edmondson	Councilmember District 2
David Mann	Business Owner
Sarah O'Bryan	Business Owner
Trevor Goodwin	Business Owner

Leslie Brewer	Business Owner
Jake Greco	Downtown Alive!
Pam Albarelli	Downtown Alive! Volunteer
Lara Vermillion	Chamber of Commerce

The Mayor appoints Jake Greco to serve as Chair of the Task Force.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
April 8, 2025	May 30, 2025

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution establishing Task Force and appointing members.

REVIEWED BY:

Requesting Director: ***Sheryl Morgan***	Budget: N/A
Legal: N/A	City Administrator: ***Christine Cates***

Resolution No. 22-2025

A RESOLUTION ESTABLISHING THE DOWNTOWN STREETSCAPE ENHANCEMENTS TASK FORCE

WHEREAS, the City Council adopted the Downtown Master Plan (the Plan) on March 18, 2024, following months of public meetings and gathering stakeholder input; and

WHEREAS, on May 6, 2024, the City Council created the 2024 Downtown Master Plan Implementation Task Force and approved nine appointments to help facilitate the implementation of the Plan, including outlining implementation strategies, a schedule, priorities and key organizations that need to be involved in the implementation of the Plan; and

WHEREAS, on August 19, 2024, the Implementation Task Force presented recommendations to City Council for next steps to implement the new Plan; and

WHEREAS, on December 4, 2024, the City Council approved a Task Order with SC Engineering, LLC dba Cochran for Main Street Streetscape Improvements. The Scope of work included meetings with downtown business owners, stakeholders and City Council members to determine a preferred streetscape cross section; and

WHEREAS, a Downtown Streetscape Enhancements Task Force is in order to hold meetings to select a downtown streetscape design and color for Main and 11th Streets. The Task Force will meet and will hold a community meeting to gather feedback on parking, sidewalks and streetlights for recommendation to the City Council. The Task Force may also be used at a later date for input on recommendations including streetscape furniture, wayfinding signs, etc.

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

Section 1. The Downtown Streetscape Enhancements Task Force is hereby established.

Section 2. The Members of the Task Force are:

Member	**Entity**
Galen Ericson	Councilmember District 1
Kent Edmondson	Councilmember District 2
David Mann	Business Owner
Sarah O'Bryan	Business Owner
Trevor Goodwin	Business Owner
Leslie Brewer	Business Owner
Jake Greco	Downtown Alive!
Pam Albarelli	Downtown Alive! Volunteer
Lara Vermillion	Chamber of Commerce

Section 3. The Chair of the Task Force shall be Jake Greco.

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 7th day of April 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

CITY OF BLUE SPRINGS, MISSOURI

CITY COUNCIL
April 7, 2025

EXHIBITS FOR PUBLIC HEARING

7BREW
GENERAL DEVELOPMENT PLAN
(GDP-02-25-9484)

EXHIBIT #1 City Council Information Form dated March 25, 2025 with the following attachments: Staff Report with attachments; Application with attachments; Affidavit of Publication in the Examiner on March 8, 2025; 185 ft Notification Map; Name/addresses of property owners within 185 ft of the site; Copy of letter sent to said property owners and Bill approving the General Development Plan

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: March 25, 2025

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

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

ISSUE/REQUEST

A public hearing is being held at the request of the applicant, Andrew Wilson, on behalf of the property owner, James Evans, for consideration to approve of a General Development Plan with Alternative Development Standards for the development of 7Brew, a Restaurant, Fast Food development, on 0.41 +/- acres of land located at 400 NW 7 Highway. Upon conclusion of public hearing, a Bill approving the General Development Plan with Alternative Development Standards (GDP-02-25-9484), will be ready for introduction and readings.

BACKGROUND/JUSTIFICATION

The applicant is requesting approval of a General Development Plan for the development of the property as a 7Brew Coffee Drive-Thru Restaurant. The subject property is located at 400 NW 7 Highway. The development proposal includes a 510-sq ft pad site building with a two-lane drive-thru containing 22 stacking spaces, to be built on a previously unplatted parcel located in a “GB” General Business zoning district. This project will later need a Final Plat and a Site Plan and Design Review. The demolition of an existing building on the property would take place before the construction of the proposed pad site building. No new sidewalk will be constructed as part of the scope of this project.

Per the “GB” (General Business) zoning district standards, the designated open space is twelve percent. The applicant is proposing a landscape buffer along the western side of the property. The buffer will consist of sod, mulch, and a combination of trees and shrubs for screening purposes. This will help shield 7 Highway from headlights stacking in the Drive-Thru. The lighting for the existing development surrounding the site has been previously planned and approved, no additional lighting is proposed as part of this project.

The applicant is requesting two alternate development standards to the site location:

1. The applicant is requesting a reduced buffer width of 14.79-ft from the required 15-ft along the property frontage. The applicant has provided measurement from the back of curb, not the property line.
2. The applicant has requested that a photometric plan be waived at this time for the General Development Plan and be submitted later with the Site Plan.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
Immediate	N/A

STAFF RECOMMENDATION

Staff recommends approval of the General Development Plan application with the following two conditions:

1. Approval by the City Council based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC, unless modified by the General Development Plan:
    a. The applicant requested an Alternative Development Standard from UDC 407.040-1 Landscape Requirements, Buffer Type B, allow for a reduced buffer width of 14.79-ft from the required 15-ft along the property frontage.
    b. The applicant requested an Alternative Development Standard from UDC 407.060 Outdoor Lighting, request that a photometric plan be waived for the General Development Plan.
2. A Photometric Plan for the site will need to be submitted as part of the Site Plan and Design Review Application for this project. This will need to be reviewed and approved before the building permit can be approved.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Planning Commission
Date:	March 24, 2025
Action:	Recommend approval of the General Development Plan and Alternative Development Standards with two staff conditions. 5 Aye and 1 No

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Staff Report with attachments; Application with attachments; Affidavit of Publication in the Examiner on March 8, 2025; 185 ft Notification Map; Name/addresses of property owners within 185 ft of the site; Copy of letter sent to said property owners
2. Bill approving the General Development Plan

REVIEWED BY:

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

PLANNING APPLICATION REVIEW STAFF REPORT

Meeting Dates:	Planning Commission: March 24, 2025 City Council: April 7, 2025
Project Name:	***7 Brew***
Site Location:	400 NW 7 Hwy
Project Request:	General Development Plan to construct a pad site building of a total of 510 square feet with a two-lane drive-thru to be built on 0.41 acres.

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

Project Description: The applicant is requesting approval of a General Development Plan for 7Brew Coffee. The subject property is addressed 400 NW 7 Hwy and consists of 0.41 acres. The development proposal includes a 510 square foot building to be built on an unplatted parcel located in a "GB" General Business zoning district. The demolition of an existing building on the property will take place before the construction of the proposed pad site building.

Staff Recommendation: Staff recommends approval with conditions of the General Development Plan. Conditions are identified at the end of this report.

Previous Actions:

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

Future Applications: The General Development Plan will be reviewed individually as the first application. A Preliminary Plat, Site Plan Design Review, and Final Plat are required to be approved, and the Final Plat recorded at Jackson County, prior to the issuance of building permits.

Adjacent Properties:

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

GENERAL DEVELOPMENT PLAN ANALYSIS

The purpose of the general development plan process is to ensure compliance with zoning and other development regulations and the achievement of quality development through the review of a general development plan that will represent the general development on the site. The general development plan will be approved by City Council to establish the framework for development on a property. A general development plan is a generalized development plan for the entire area proposed to be included within a proposed development. The purpose of a general development plan is to allow preliminary review of a proposed development before substantial technical work has been undertaken.

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

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

Pad Site Building

Standard	Requirement	Proposed
Frontage Width	75-ft. min.	90'
Lot Area	7,500 sq ft	18,000 SF
Front Setback	10-ft. min.	Greater than 25'
Side Setback	10-ft. min.	Greater than 20'
Rear Setback	20-ft. min	Greater than 25'
Building Coverage	65% of lot area max.	4.22%
Building Height	30-ft. max.	20-ft.
Frontage Type	Terrace	Terrace

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

Parking: Vehicular parking is required and proposed as follows:

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

Bike parking is required and proposed as follows:

Land Use	Required	Provided
Restaurant, fast food	10% of the required vehicle spaces up to 200 vehicle spaces.	1 space

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

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

Streets & Sidewalks: The development proposes an ingress access point from Highway 7 at the southwest corner of the property. An egress access point is just to the north of the property, where customers will exit the site and drive through a brief section of the adjacent shopping center parking lot and turn right on to northbound Highway 7. No new sidewalk will be constructed as part of the scope of this project.

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

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

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

Sanitary Sewer: Gravity sanitary sewer is located on site (surrounding development). An engineer or surveyor will need to determine if the sewer invert elevations are such for this development to utilize this sanitary sewer.

Signage: Signs shown in the rendering are not finalized. All signs that meet the Sign Code will be reviewed administratively and must follow the appropriate permitting process. Signage will be reviewed in more detail with the Site Plan Design Review and by staff prior to the issuance of sign permits for the site.

Frontage & Landscaping: The applicant has provided a landscaping plan for the site. The landscape buffer on the western side of the property has both sod and shredded hardwood mulch, with a combination of both ornamental trees and shrubs for screening purposes. Surrounding the building, cooler, and dumpster will be sod and river rock mulch, with the addition of a ornamental trees and shrubs.

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

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

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

Modifications Requested: The applicant is proposing the following modifications through the PD Standards (OR ALTERNATIVE DEVELOPMENT STANDARDS) related to either the building type ("Pad Site") or selected base zoning district ("GB" – General Business) regulations and development standards:

- **Per UDC Table 407.040-1 Landscape Requirements, Buffer Type B, allow for a reduced buffer width of 14.79-ft from the required 15-ft along the property frontage. The applicant has provided the measurement from back of curb, not the property line.**
- **Per UDC 407.060 Outdoor Lighting, request that a photometric plan be waived for the General Development Plan.**

Review Criteria: *Alternative Development Standards shall be reviewed according to the following criteria:*

1. That the proposed alternative development standard(s) will better serve the public interest by the establishment of the proposed alternative development standard(s).

   STAFF RESPONSE: The first Alternative Development Standard has been requested to allow for a reduced buffer width of 14.79-ft from the required 15-ft along the property frontage. The applicant has provided the measurement from back of curb, not the property line. This will allow for existing parking infrastructure to remain in its place, disturb less area with construction, and keep a consistent look with the adjacent lot to the north. The applicant has stated that if the landscape buffer were sized measuring from the property line, it would have to be shifted east which would eliminate most of the parking spaces on the west side and not leave enough space for drive thru lanes.

   The second Alternative Development Standard has been requested to waive the requirement of a photometric plan needing to be submitted as part of the General Development Plan application. The applicant has stated that no overhead lighting on the subject property will be removed, and that the review of outdoor lighting be waived with the understanding that 1. Flickering and flashing lights are not allowed onsite and 2. If any proposed overhead lighting is need for construction, it will be applied for in the future.

2. That the proposed alternative development standard(s) will be consistent with the objectives, policies and general land uses and programs specified in the City's Comprehensive Plan.

   STAFF RESPONSE: The proposed alternative development standards will be consistent with the objectives, policies, and general land uses and programs specified in the City's Comprehensive Plan. The allowance of existing landscape buffer dimensions to remain as is, will allow for optimal site circulation and overall better utilization of space for the entire site. Waiving the requirement of a photometric plan is acceptable, as lighting for existing development surrounding the site was planned and approved, and no additional lighting is proposed as part of the scope of this project.

3. That the proposed alternative development standard(s) is consistent with other provisions of this Chapter.

   STAFF RESPONSE: The proposed alternative development standard is consistent with other provisions of this Chapter.

4. That the location, size, design, and operating characteristics of the proposed alternative development standard(s) will not create unusual noise, traffic or other conditions or situations that may be objectionable, detrimental, or incompatible with other permitted uses in the vicinity.

   STAFF RESPONSE: The proposed alternative development standards will not create unusual noise, traffic, or other conditions or situations that may be objectionable, detrimental, or incompatible with other permitted uses in the vicinity. While the existing landscape buffer will not meet the required width through request of ADS, the buffer will consist of sod, mulch, and a combination of trees and shrubs for screening purposes. This will help shield Highway 7 from headlights stacking in the Drive-Thru. Regarding the photometric plan, the applicant has stated that the review of outdoor lighting will be waived with the understanding that flickering and flashing lights are not allowed onsite; and if any proposed overhead lighting is needed for construction, it will be applied for in the future.

5. That the proposed alternative development standard(s) will not result in conditions or circumstances contrary to the public health and safety and the general welfare.

   STAFF RESPONSE: The proposed alternative development standard will not result in conditions or circumstances contrary to public health, safety, and general welfare.

Review Criteria: *A General Development Plan shall be reviewed according to the following criteria:*

1. The proposed general development plan is consistent with the Comprehensive Plan and all requirements of the UDC, unless modifications are requested and approved through the approval of the general development plan. Said modifications shall generally be minor and shall be clearly noted in the staff report.

   STAFF RESPONSE: The proposed general development plan is consistent with the Comprehensive Plan and all requirements of the UDC. The applicant is requesting two (2) deviations from the UDC.

2. The proposed general development plan is consistent with the current zoning on the property or conditioned on the approval of an existing application for a Zoning Map amendment.

   STAFF RESPONSE: The proposed general development plan is consistent with the current zoning on the property and the proposed use is allowed by right in the General Business zoning district.

3. The general development plan is in compliance with all applicable use, development and design standards set forth in this Code, unless alternative design standards have been approved for the development.

STAFF RESPONSE: The general development plan complies with all applicable use, development, and design standards set forth in this Code. The first Alternative Development Standard has been requested to allow for a reduced buffer width of 14.79-ft from the required 15-ft along the property frontage. The applicant has provided the measurement from back of curb, not the property line. The second Alternative Development Standard has been requested to waive the requirement of a photometric plan needing to be submitted as part of the General Development Plan application.

4. Adequate facilities and services exist or are planned by the project to serve the development at the time of construction.

   STAFF RESPONSE: The existing facilities and services are in place to serve the development.

5. The general development plan is sensitive to the existing land uses and is compatible with the existing adjacent land use designations. Compatibility with the surrounding area is demonstrated by proposed improvements, including screening and buffering that has been provided to minimize impacts to adjacent uses.

   STAFF RESPONSE: The general development plan is sensitive to the existing land uses and is compatible with the existing adjacent land use designations.

6. The general development plan will provide for orderly physical growth of the City, and foster safe, convenient and walkable neighborhoods and shopping districts.

   STAFF RESPONSE: The general development plan will provide orderly physical growth of the City.

Staff Recommendation:

Staff recommends approval of the General Development Plan application with the following two (2) conditions:

1. Approval by the City Council based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC, unless modified by the General Development Plan:
   a. The applicant requested an Alternative Development Standard from UDC 407.040-1 Landscape Requirements, Buffer Type B, allow for a reduced buffer width of 14.79-ft from the required 15-ft along the property frontage.
   b. The applicant requested an Alternative Development Standard from UDC 407.060 Outdoor Lighting, request that a photometric plan be waived for the General Development Plan.

2. A Photometric Plan for the site will need to be submitted as part of the Site Plan and Design Review Application for this project. This will need to be reviewed and approved before the building permit can be approved.



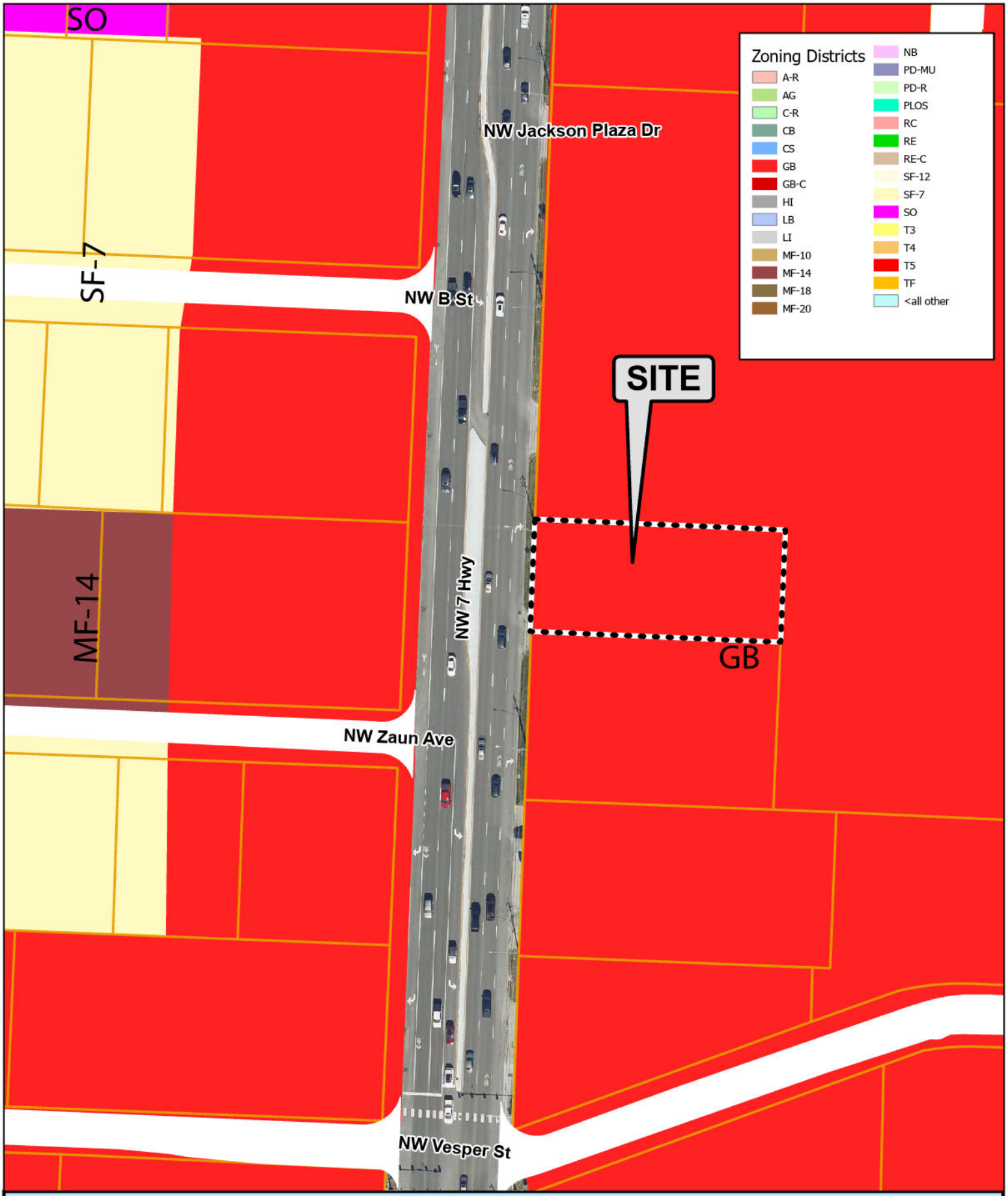
The City of Blue Springs Missouri

GDP-02-25-9484
400 N 7 HWY
Parcel # 36-920-01-29-04-0-00-000
AERIAL LOCATION MAP

N

1 inch = 100 feet

Date: 02/28/25



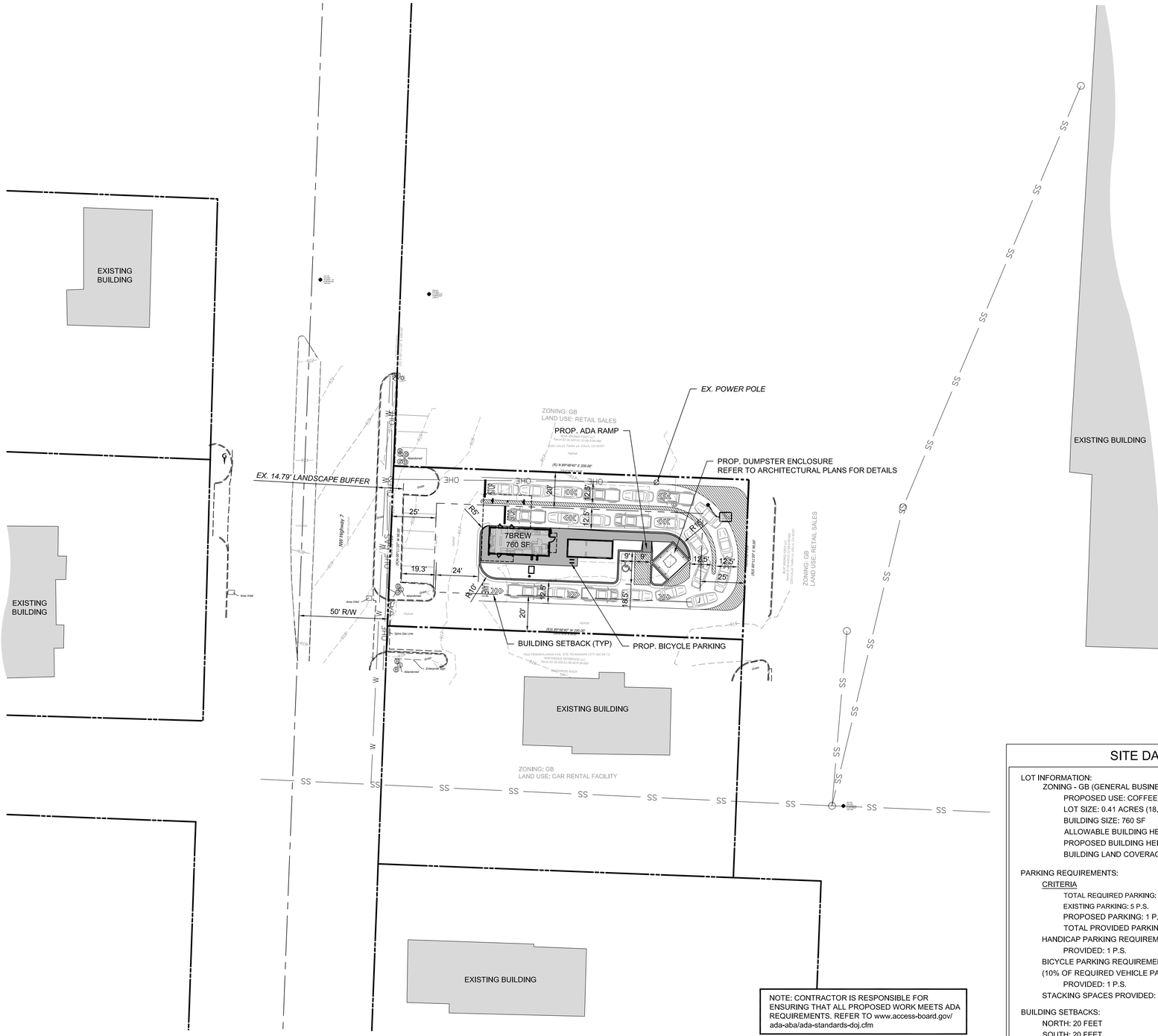
The City of Blue Springs Missouri

GDP-02-25-9484
400 N 7 HWY
Parcel # 36-920-01-29-04-0-00-000
SITE LOCATION MAP

N

1" = 100'

Date: 02/28/25



NOTE: CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL PROPOSED WORK MEETS ADA REQUIREMENTS. REFER TO www.access-board.gov/ada-aba/ada-standards-doj.cfm

NOTE: CONTRACTOR SHALL CONSTRUCT AND INSTALL WHEEL STOPS, SIGNS, AND ADA RAMPS AT ALL HANDICAP SPACES.

N

SCALE IN FEET

0 30' 45' 60'

LEGEND

- EXISTING 1' CONTOUR
- EXISTING 5' CONTOUR
- PROPOSED 1' CONTOUR
- PROPOSED 5' CONTOUR
- BOUNDARY LINE
- RIGHT OF WAY LINE
- EASEMENT LINE
- EXISTING CURB AND GUTTER
- PROPOSED CURB AND GUTTER
- PROPOSED FIRE LANE STRIPING
- OHE — OVERHEAD ELECTRIC LINE
- UGE — UNDERGROUND ELECTRIC LINE
- GAS — GAS LINE
- UGT — UNDERGROUND TELEPHONE LINE
- FO — UNDERGROUND FIBER OPTIC LINE
- SS — SANITARY SEWER LINE
- W — WATERLINE
- RETAINING WALL
- SCREEN WALL
- WIRE FENCE
- CHAIN LINK FENCE
- BENCHMARK

- PROP. FIRE HYDRANT
- PROP. WATER VALVE
- PROP. WATER METER
- PROP. ELECT. METER
- PROP. LIGHT POLE
- PROP. BOLLARD
- PROP. TRANSFORMER
- PROP. PARKING COUNT
- PROP. WHEEL STOP
- PROP. FES
- PROP. HC RAMP
- PROP. POWER POLE
- PROP. SS MANHOLE
- PROP. GAS METER
- PROP. SIGN
- PROP. FIRE ROUTE SIGN

PROP. INLETS (SEE GRADING PLAN FOR TYPE)

VERTICAL SEPARATION REQUIREMENT

*NOTE: REFER TO SURVEYING LEGEND FOR EXISTING STRUCTURES IDENTIFICATION

SITE DATA

LOT INFORMATION:
- ZONING - GB (GENERAL BUSINESS)
  - PROPOSED USE: COFFEE DRIVE THRU
  - LOT SIZE: 0.41 ACRES (18,000 SF)
  - BUILDING SIZE: 760 SF
  - ALLOWABLE BUILDING HEIGHT: 60 FEET
  - PROPOSED BUILDING HEIGHT: APPROX. 20 FEET
  - BUILDING LAND COVERAGE: 4.22%

PARKING REQUIREMENTS:
- CRITERIA
  - TOTAL REQUIRED PARKING: 4 P.S. (1 PER 200 GSF, PER UDC)
  - EXISTING PARKING: 5 P.S.
  - PROPOSED PARKING: 1 P.S.
  - TOTAL PROVIDED PARKING: 6 P.S.
- HANDICAP PARKING REQUIREMENTS: 1 P.S.
  - PROVIDED: 1 P.S.
- BICYCLE PARKING REQUIREMENTS: 1 P.S.
- (10% OF REQUIRED VEHICLE PARKING)
  - PROVIDED: 1 P.S.
- STACKING SPACES PROVIDED: 22

BUILDING SETBACKS:
- NORTH: 20 FEET
- SOUTH: 20 FEET
- EAST: 25 FEET
- WEST: 25 FEET

IMPERVIOUS SURFACE AREA:
- TOTAL OVERALL AREA: 18,000 SF
- EXISTING IMPERVIOUS AREA: 14,570 SF (81%)
- PROPOSED IMPERVIOUS SURFACE AREA: 16,744 SF (93%)

PARKING DIMENSIONS:
- UDC REQUIRED
  - MINIMUM LENGTH: 18.5'
  - MINIMUM WIDTH: 9'
- PROVIDED
  - MINIMUM LENGTH: 18.5'
  - MINIMUM WIDTH: 9'

SITE NOTES

A. CONTRACTOR SHALL REFER TO THE CONSTRUCTION DOCUMENTS INCLUDING BUT NOT LIMITED TO THE WRITTEN SPECIFICATIONS, CONSTRUCTION DRAWINGS, STORM WATER POLLUTION PLAN, AND GEOTECHNICAL REPORT.

B. ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE OWNERS DESIGN GUIDELINES AND SPECIFICATIONS, AND WHERE APPLICABLE SHALL MEET THE REQUIREMENTS OF THE GOVERNING/PERMITTING AUTHORITY HAVING JURISDICTION.

C. CONTRACTOR IS RESPONSIBLE FOR THEIR OWN HORIZONTAL AND VERTICAL CONTROL, REFERENCE POINTS AND CONSTRUCTION STAKING AS INCIDENTAL TO THE PROJECT.

D. THE CONTRACTOR SHALL FIELD VERIFY EXISTING ELEVATIONS/PROPERTY LINES/UTILITIES/DRAINAGE PRIOR TO CONSTRUCTION START.

E. ALL WORK NOT CLASSIFIED AS A CONTRACT PAY ITEM SHALL BE CONSIDERED AS INCIDENTAL AND THE COST THEREOF SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ITEMS WHICH ARE CLASSIFIED FOR PAYMENT.

F. CONTRACTOR SHALL REFER TO THE ARCHITECTURAL AND MEP PLANS AND SPECIFICATIONS BEING A PART OF THE CONSTRUCTION DOCUMENTS FOR THE EXACT LOCATIONS AND DIMENSIONS OF ENTRY, EXIT PORCHES, PRECISE BUILDING DIMENSIONS, EXACT BUILDING UTILITY ENTRANCE, AND DOWNSPOUT LOCATIONS/SPECIFICATIONS/DETAILS.

G. ALL DIMENSIONS SHOWN ARE TO THE FACE OF CURB (FC) UNLESS OTHERWISE NOTED.

H. PARKING LOT STRIPING SHALL BE 4" WIDE AND WHITE IN COLOR. HANDICAP PARKING STALLS STRIPING AND SIGNAGE SHALL BE IN STRICT ACCORDANCE WITH FEDERAL, STATE, AND LOCAL REQUIREMENTS.

I. UNLESS OTHERWISE NOTED ALL RADII SHALL BE 3'.

J. BUILDING DIMENSIONS ARE TO OUTSIDE OF MASONRY, UNLESS OTHERWISE SHOWN.

K. CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS AND SPECIFICATIONS FOR ACTUAL LOCATION AND DETAILS OF ALL UTILITY ENTRANCES. CONTRACTOR SHALL COORDINATE INSTALLATION OF UTILITIES IN SUCH A MANNER AS TO AVOID CONFLICTS AND ASSURE PROPER DEPTHS ARE ACHIEVED, AS WELL AS COORDINATED WITH ANY UTILITY COMPANIES FOR APPROVED LOCATIONS AND SCHEDULING OF TIE-INS/CONNECTIONS TO THEIR FACILITIES.

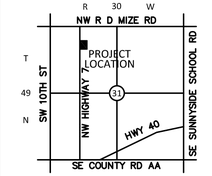
L. REFER TO ARCHITECTURE PLANS FOR SITE LIGHTING AND ELECTRICAL CONDUIT PLANS. POLE LOCATIONS ARE SHOWN ON THIS SHEET FOR REFERENCE ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO IDENTIFY AND ADJUST ANY CONSTRUCTED CONFLICTS WITH UNDERGROUND UTILITIES, SIDEWALKS, ETC.

M. CHECK ARCHITECTURAL PLANS FOR EXACT DOWNSPOUT LOCATIONS.

N. CONTRACTOR SHALL REFER TO LANDSCAPE AND IRRIGATION PLAN FOR LOCATION AND CONSTRUCTION DETAILS OF LANDSCAPING AND IRRIGATION.

CEDAR CREEK
ENGINEERING • PLANNING • CONSULTING
P.O. Box 14534 Oklahoma City, OK 73113
405-778-3385
www.cedarcreekinc.com
MO CA 2016040680
EXP. 12/31/26

LOCATION MAP:



NOT TO SCALE

PROJECT:

7BREW

BLUE SPRINGS, MISSOURI

PROJECT NUMBER: 25012
DRAWING DATE: 03.12.25
ISSUE DATE: 03.12.25

SEAL:



SUBMITTAL:

REVIEW

REVISIONS:

MARK	DATE	DESCRIPTION

THESE PLANS AND DRAWINGS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER WITHOUT FIRST OBTAINING THE WRITTEN PERMISSION AND CONSENT OF CEDAR CREEK CONSULTING INC. THIS SHEET IS NOT TO BE USED FOR CONSTRUCTION UNLESS THE ISSUE DATE IN THE TITLE BLOCK COINCIDES WITH OR POST DATES THE DRAWING DATE. ANY CHANGES MADE FROM THESE PLANS WITHOUT CONSENT OF CEDAR CREEK CONSULTING INC. ARE UNAUTHORIZED, AND SHALL RELIEVE CEDAR CREEK CONSULTING OF RESPONSIBILITY FOR ALL CONSEQUENCES ARRIVING OUT OF SUCH CHANGES.

DRAWING TITLE:

GENERAL DEVELOPMENT PLAN

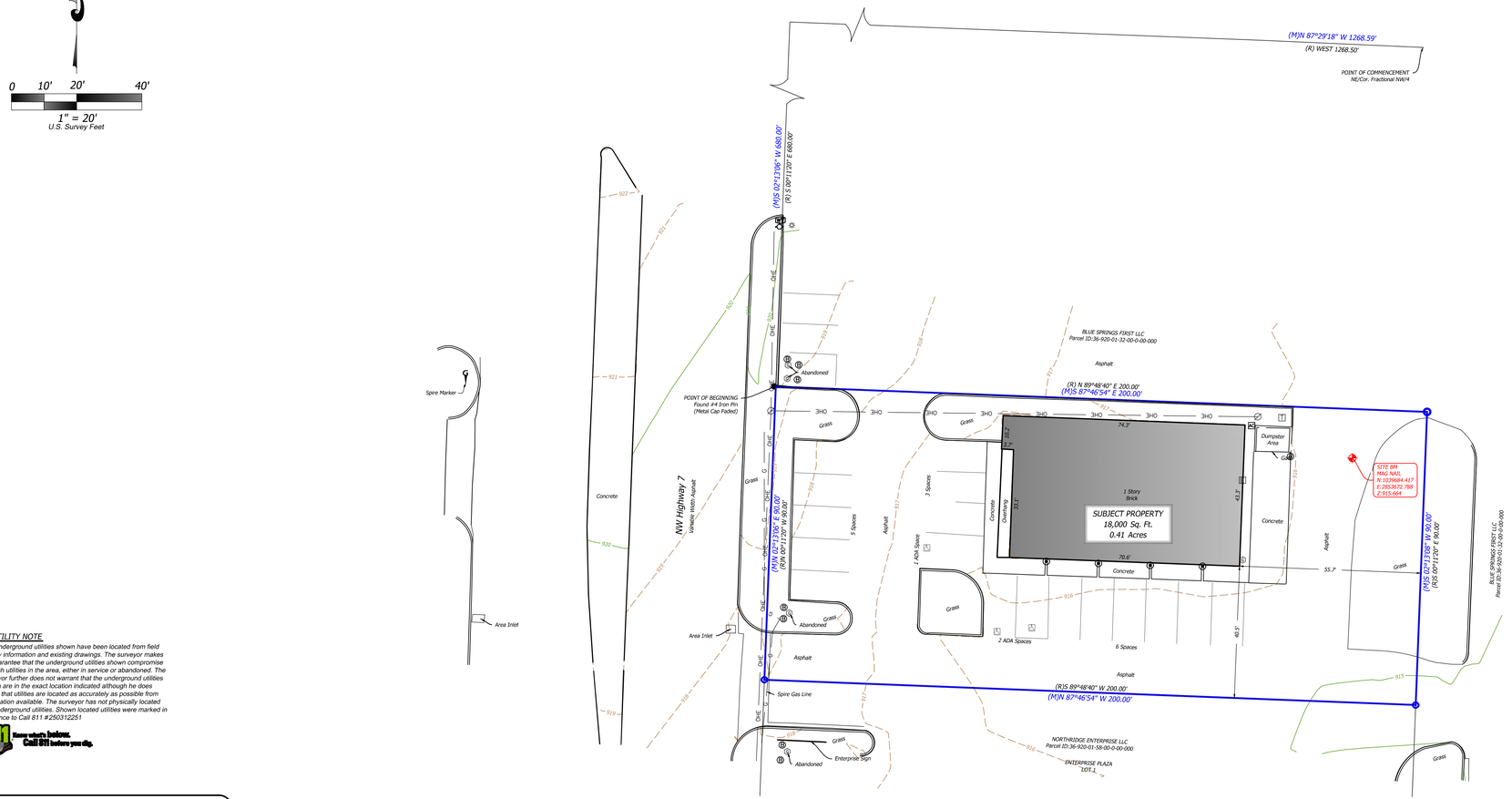
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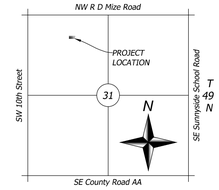
C1.00

Received
03/12/2025 12:46:45 PM

0 10' 20' 40'

1" = 20'
U.S. Survey Feet





UTILITY NOTE

The underground utilities shown have been located from field survey information and existing drawings. The surveyor makes no guarantee that the underground utilities shown compromise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated although he does certify that utilities are located as accurately as possible from information available. The surveyor has not physically located the underground utilities. Shown located utilities were marked in reference to Call 811 #250312251

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

LEGEND

- POWER POLE
- LIGHT POLE
- GUY ANCHOR
- ELECTRIC METER
- ELECTRIC BOX
- ELEC. TRANSFORMER
- ELEC. MANHOLE
- ELEC. PEDESTAL
- ELEC. PULL BOX
- SPOT LIGHT
- SANITARY SEWER MANHOLE
- SANITARY SEWER CLEANOUT
- STORM SEWER MANHOLE
- TELEPHONE RISER
- TELEPHONE MANHOLE
- TELEPHONE MARKER
- TELEPHONE PULL BOX
- FIBER OPTIC MARKER
- FIBER OPTIC PULL BOX
- CABLE TV PEDESTAL
- CABLE MARKER
- CABLE TV PULL BOX
- IRRIGATION CONTROL VALVE
- SPRINKLER HEAD
- BOLLARD
- VENT PIPE
- FIRE DEPARTMENT CONNECT
- PROPANE TANK
- GAS METER
- GAS VALVE
- GAS MARKER
- OIL PIPELINE MARKER
- MAIL BOX
- SIGN
- FLAG POLE
- FIRE HYDRANT
- WATER MANHOLE
- WATER VALVE
- WATER METER
- DOWN SPOUT
- AIR CONDITIONER
- TRAFFIC SIGNAL
- TRAFFIC SIGNAL BOX
- TRAFFIC SIGNAL PULL BOX
- PEDESTRIAN CROSSING SIGNAL
- GREASE TRAP
- KEY PAD
- COLUMN
- SECTION CORNER
- QUARTER CORNER
- SET IRON PIN W/CAP
- SET MAG NAIL W/WASHER
- FOUND MONUMENT
- RIGHT OF WAY MARKER
- YARD HYDRANT/SPICKET
- BENCHMARK
- SATELLITE DISH
- WELLHEAD
- W — WATER LINE
- G — GAS LINE
- SS — SANITARY SEWER LINE
- T — TELEPHONE LINE
- E — ELECTRIC LINE
- OHE — OVERHEAD POWERLINE
- X — BARBED WIRE FENCE
- CHAIN LINK FENCE
- WOOD PANEL FENCE
- MASONRY FENCE
- IRON FENCE
- FO — FO — FIBER OPTIC LINE
- PROPERTY LINE
- LOT LINE
- EASEMENT LINE
- SECTION LINE

S.I.P.-SET IRON PIN · I.P.- IRON PIN · CONM-CORRUGATED METAL PIPE · B/L/L-BUILDING LIMIT LINE
F.I.P.-FOUND IRON PIN · H/C-HANDICAP · RCP-REINFORCED CONCRETE PIPE · U/E-UTILITY EASEMENT

NOTE: ALL MONUMENTS SET ARE CAPPED 1/2" IRON PINS OR MAG NAILS WITH WASHERS BOTH BEING STAMPED "DEE 2023017107" UNLESS NOTED OTHERWISE

LEGAL DESCRIPTION

Tract 1:
A part of Government Lot 1 of the Northwest Fractional Quarter of Section 31, Township 49N, Range 30W, Blue Springs, Jackson County, Missouri, more particularly described as follows:
Commencing at the Northeast corner of said Northwest Fractional Quarter, thence West along the North line of said Northwest Fractional Quarter, 1268.50 feet to a point 50.0 feet East of the centerline of Missouri Route 7, as now established; thence South 00 degrees 11 minutes 20 seconds East, along the East right of way (and the East right of way extended) of said Missouri Route 7, said right of way line running parallel to and 50.0 East of the centerline of Missouri Route 7, 680.0 feet to the True Point of Beginning; thence North 89 degrees 48 minutes 40 seconds East, 200.0 feet, thence South 0 degrees 11 minutes 20 seconds East, 90.0 feet; thence South 89 degrees 48 minutes 40 seconds West, 200.00 feet to said East Right of Way line; thence North 0 degrees 11 minutes 20 seconds West along said East Right of Way line, 90.0 feet to the point of beginning.

Tract 2:
A non-exclusive easement for parking and ingress and egress as established by the instrument filed in Book I-754 at Page 13, as Document No. I-283919 as modified by the instrument filed in book I-776 at Page 243, as Document No. I-295425 over the following described tract:

A Part of the the Northwest Fractional Quarter of Section 31, Township 49 North, Range 30 West, Blue Springs, Jackson County, Missouri, more particularly described as follows:
Beginning at the Northeast corner of said Northwest Fractional 1/4; thence West along the North line of said Northwest Fractional 1/4, 1268.50 feet to a point 50.0 feet East of the centerline of Missouri Route 7, as now established; thence South along the East right of way line (and the East right of way line extended) of said Missouri Route 7, said right of way of way line running parallel to and 50.0 feet East of the centerline of Missouri Route 7 as now established, a distance of 330.00 feet to the True Point of Beginning; thence continuing South along said East right of way line 350.00 feet; thence East along a line normal to said East right of way line 600.00 feet; thence North along a line parallel to said East right of way line, 350.00 feet; thence West along a line normal to said East right of way line 600.00 feet to the true point of beginning.

GENERAL NOTES:

1: *Said described property in, by graphical plotting only, located within an area having a Zone Designation "X" (unshaded) by FEMA, on Flood Insurance Rate Map No. 29095C0319G , dated 1/20/2017.*

2: *The Property has direct access to NW Highway 7, being a dedicated public street.*

3: *There is no observed evidence of current earth moving work, building construction or building additions.*

4: *There are no proposed changes in street right of way lines, to the best of my knowledge. There is no observed evidence of recent street or sidewalk construction or repairs.*

5: *There is no observed evidence of site use as a solid waste dump, sump or sanitary landfill.*

6: *A assumed bearing of North 87° 46' 54" West as the West line of the subject property per Missouri State Plane Grid West was used as the basis of bearing for this survey.*

7: *This survey was conducted without the benefit of a Title Commitment, there may be matters benefiting or burdening the subject property unknown to the surveyor.*

8: *All unit of measurements are US Survey feet (Ground).*

TOPOGRAPHIC SURVEY

I, Troy Dee, certify that this project was completed under my direct and responsible charge from an actual survey made under my supervision; that this ground survey was performed at the 95% percent confidence level to meet Federal Geographic Data Committee Standards; that this survey was performed to meet the requirements for a topographic/planimetric survey and meets the Oklahoma Minimum Technical Standards for the practice of land surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors. The original data was obtained on 2/11/25; that the survey was completed on February 13, 2025; that contours shown as [broken lines] may not meet the stated standard; and all coordinates are based on Oklahoma State Plane Grid West NAD 83 and realization all elevations are based on NAVD 88.

STATE OF MISSOURI
TROY DEE
NUMBER
PLS-2023017107
PROFESSIONAL LAND SURVEYOR

February 13, 2025

TOPOGRAPHIC SURVEY
OF
400 HIGHWAY 7_BLUE SPRINGS, MO

Prepared By

GOLDEN LAND SURVEYING
4131 N.W. 122nd St., Suite 100, Oklahoma City, Oklahoma 73120
PLS-2023017107 / Exp. Date =5/10/2025
Telephone: (405) 849-6010 Email: troy@goldenls.com

Drafted by: JJ
Plot Date: February 13, 2025 Paper Size: 24"x36"
GLS Job No.: 251211

Sheet 1 Of 1

Filename: O:\JOBS\# PROJECTS 2025\251211 400 NW HWY 7_BLUE SPRINGS, MO_ALTA\PLUS\DWG\400 NW HWY 7_BLUE SPRINGS, MO-ALTATOPO.DWG; Last Saved: 2/13/2025 2:31:38 PM; Plot Date: 2/13/2025; Login: Stephen Quinalty

Received
03/03/2025 7:55:17 AM

GENERAL PLANTING NOTES

1. PRIOR TO BEGINNING ANY WORK ON THE SITE, THE CONTRACTOR SHALL CONTACT THE OFFICE OF THE OWNER AND THE ARCHITECT/LANDSCAPE ARCHITECT FOR SPECIFIC INSTRUCTIONS RELEVANT TO THE SEQUENCING OF WORK.

2. LANDSCAPE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS AND SERVICE NECESSARY TO FURNISH AND INSTALL PLANTINGS AS SPECIFIED HEREIN AND AS SHOWN ON THESE PLANS.

3. NO MATERIAL SUBSTITUTIONS SHALL BE MADE WITHOUT THE OWNER'S APPROVAL. ALTERNATE MATERIALS OF SIMILAR SIZE AND CHARACTER MAY BE CONSIDERED IF SPECIFIED PLANT MATERIALS CANNOT BE OBTAINED. LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REVISE PLANT LIST AS DEEMED NECESSARY.

4. ALL PLANT LOCATIONS ARE APPROXIMATE, ADJUST AS NECESSARY TO AVOID CONFLICTS.

5. QUANTITIES OF MATERIALS SHOWN ON THE PLANTING PLAN TAKE PRECEDENCE OVER QUANTITIES SHOWN ON THE PLANT MATERIAL SCHEDULE. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES ON THE PLANTING PLAN.

6. CONTRACTOR SHALL LOCATE ALL UTILITIES BEFORE WORK. LOCATE EXACT UTILITY LOCATIONS BY CONTACTING THE LOCAL UTILITY LOCATOR SERVICE. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE HE MAY CAUSE TO UTILITIES.

7. GENERAL CONTRACTOR SHALL PROVIDE 4" OF TOPSOIL AT ALL SOD AND PLANTING AREAS. GRADE SHALL BE ADJUSTED FOR SOD THICKNESS. ALL FINISH GRADING SHALL BE PERFORMED BY THE LANDSCAPE CONTRACTOR.

8. SOD TYPE SHALL BE LOCALLY AVAILABLE TALL FESCUE BLEND OR OTHER TURF GRASS RECOMMENDED FOR THE SPECIFIC AREA.

9. BACKFILL FOR PLANT EXCAVATIONS TO BE CLEAN NATURAL SOIL, EXCAVATED FROM PLANTING PITS MIXED WITH COMPOST AND WELL-ROTTED MANURE AT A RATIO OF THREE (3) PARTS SOIL TO ONE (1) PART COMPOST AND WELL-ROTTED MANURE.

10. FERTILIZE ALL PLANTS WITH 6-10-4 COMMERCIAL FERTILIZER AS DIRECTED BY INSTRUCTIONS ON FERTILIZER.

11. AFTER PLANTING IS COMPLETED, REPAIR INJURIES TO ALL PLANTS AS REQUIRED. LIMIT AMOUNT OF PRUNING TO A MINIMUM NECESSARY TO REMOVE DEAD OR INJURED TWIGS AND BRANCHES. PRUNE IN SUCH A MANNER AS NOT TO CHANGE NATURAL HABIT OR SHAPE OF PLANT. MAKE CUTS FLUSH, LEAVING NO STUBS.

12. ALL LANDSCAPE EDGING IS TO BE A 4" X 3/16" PAINTED STEEL EDGING. PLACE EDGING FLUSH WITH GRADE.

13. INSTALL SMALL RIVER ROCK IN ALL PLANTING BEDS AROUND THE BUILDING, AS NOTED ON PLAN, WITH A GEOTEXTILE FABRIC UNDERNEATH. SAMPLE OF SMALL RIVER ROCK SHALL BE PROVIDED PRIOR TO INSTALLATION. SIZE OF SMALL RIVER ROCK TO BE 1" TO 3".

14. INSTALL 3-4" SHREDDED HARDWOOD MULCH IN ALL OTHER PLANT BEDS AND TREE SAUCERS. LANDSCAPE CONTRACTOR TO PROVIDE SAMPLE TO OWNER'S REPRESENTATIVE FOR APPROVAL.

15. PLANTING BEDS RECEIVING MULCH ARE TO BE FREE OF WEEDS AND GRASS. TREAT BEDS WITH A PRE-EMERGENT HERBICIDE PRIOR TO MULCH PLACEMENT. APPLY IN ACCORDANCE WITH STANDARD TRADE PRACTICE.

16. THE CONTRACTOR SHALL PROVIDE ALL WATER, WATERING DEVICES AND LABOR NEEDED TO IRRIGATE PLANT MATERIALS UNTIL ACCEPTANCE OF THE PROJECT'S PLANT MATERIALS. THE CONTRACTOR SHALL SUPPLY ENOUGH WATER TO MAINTAIN THE PLANT'S HEALTHY CONDITION.

17. RE-ESTABLISH TURF IN AREAS DISTURBED BY GRADING OR UTILITY TRENCHING IN THE R.O.W.

18. REESTABLISH TURF IN ALL AREAS DISTURBED BY THE CONSTRUCTION PROCESS AND WITHIN THE LIMITS OF DISTURBANCE BY SEED, SOD OR PLANNED PLANTING AREAS, AS NOTED ON PLAN.

19. REPORT ANY DISCREPANCIES IN THE PLANTING PLAN TO THE OWNER'S REPRESENTATIVE PRIOR TO STARTING CONSTRUCTION.

20. TURF AND PLANTING BEDS ARE TO BE IRRIGATED BY AN AUTOMATIC SPRINKLER SYSTEM.

LANDSCAPE CODE CALCULATIONS

LANDSCAPING & SCREENING:

"B" Buffer provided along 7 Highway:
Required: 45 LF / 100 = .45 x 45 = 21 units required
Provided: 2 small trees x 5 + 23 shrubs x 1 = 33 Units provided

Street Trees:
Required: 1 small shade / 40 LF = 90 LF/40 = 2 small trees required
Provided: 90 LF/40 LF = 2 small trees provided

UTILITIES SHOWN REPRESENT THE BEST INFORMATION AVAILABLE FOR DESIGN. ADDITONAL UTILITIES MAY BE PRESENT ON THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION, DEPTH AND SIZE OF ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE LIABLE FOR ANY DAMAGE CAUSED BY THE FAILURE TO DO SO.

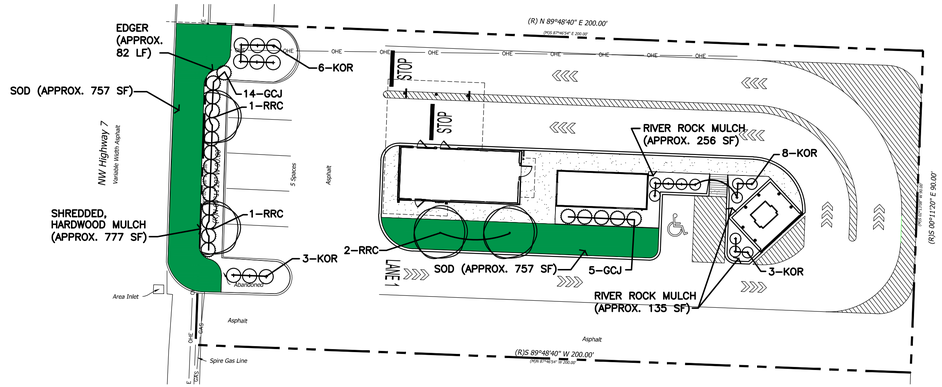
PLANTING LEGEND

SOD/SEED

PAVEMENT

PLANT MATERIAL SCHEDULE

TAG	QTY.	COMMON NAME	BOTANICAL NAME	SIZE/REMARKS
		SHADE TREES		
		ORNAMENTAL TREES		
RRC	4	Royal Raindrop Crabapple	Malus 'Royal Raindrop'	1-1/2" Cal.
		EVERGREEN SHRUBS		
GCJ	19	Gold Coast Juniper	Juniperus pfiteriana 'Gold Coast' (or similar)	3 Gal (18-24" Min. Ht.)
		DECIDUOUS SHRUBS		
KOR	20	Knock-out Rose	Rosa 'Knock-out'	3 Gal (18-24" Min. Ht.)



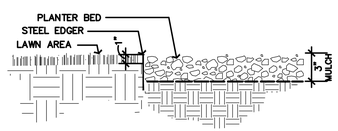
REPAIR ALL TURF AREAS AS NECESSARY DUE TO CONSTRUCTION PROCESS, TO MATCH EXISTING,

LANDSCAPE PLANTING PLAN

1" = 20'-0"

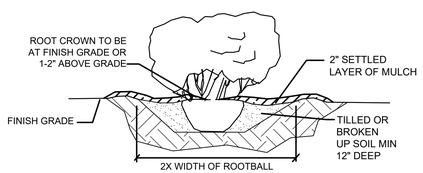
0 20' 40'

North



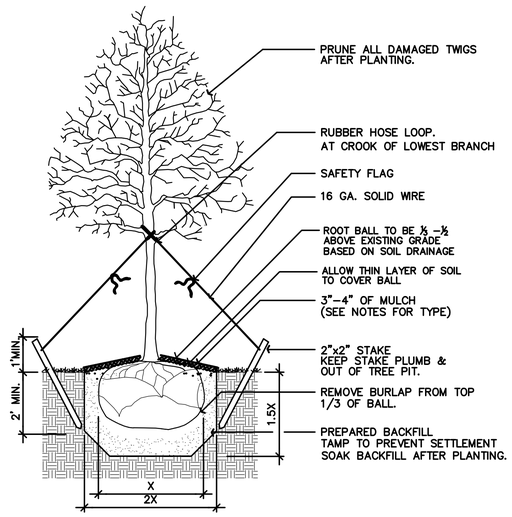
1 EDGER DETAIL

NO SCALE



2 SHRUB PLANTING DETAIL

NO SCALE



3 TREE PLANTING DETAIL

IN TURF AREAS NO SCALE

PROJECT TYPE:

7BREW

Blue Springs, Missouri

REV.	DATE	DESCRIPTION

DRAWN BY: TERI FARHA
ISSUE DATE: 3.10.25
CHECKED BY:

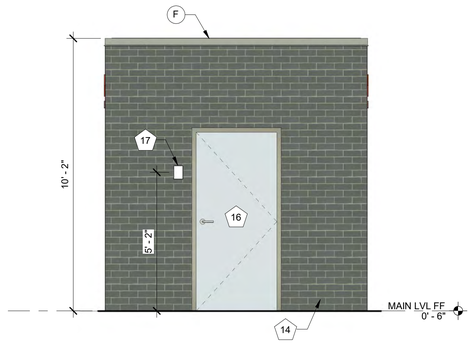
SEAL

SHEET NAME

LANDSCAPE PLAN

SHEET NUMBER

LS1.0



2 **COOLER ELEVATION - FRONT**
3/8" = 1'-0"

EXTERIOR ELEVATION KEYNOTES

Note Number	Note Text
1	PRE-ENGINEERED ALUMINUM CANOPY BY OTHERS; REF STRUCTURAL
2	SURFACE-MOUNTED LED NEON FLEX LIGHTING AS INDICATED (SHOWN DASHED), TY; REF ELECTRICAL
3	MOUNTED SPEAKER SYSTEM; SEE SYSTEMS PLAN
4	ADDRESS NUMBERS TO BE 8" TALL x 2" BRUSH STROKE
5	ELECTRICAL EQUIPMENT, PAINTED TO MATCH BUILDING; REF ELECTRICAL
6	FROST-PROOF FLUSH HOSE BIB
7	EXTERIOR WEATHER-PROOF OUTLET; REF ELECTRICAL
8	THROUGH WALL ROOF SCUPPER DRAI, TYP
9	SURFACE MOUNTED LIGHTED SIGN BOX
10	SAMSUNG DIGITAL DISPLAYS -INSTALLED IN FIELD BY IT PROVIDER; CHASE FOR DATA CABLE INSTALLED AT BUILDING MANUFACTURING FACILITY
11	GUARDRAIL; 3' - 6: ABOVE ATTIC FLOOR
12	HVAC EQUIPMENT
13	OUTLINE OF MECHANICAL UNIT BEYOND
14	PREFABRICATED COOLER BY NATIONAL MODULAR MANUFACTURING; COORD LOCATION & SPECS WITH CIVIL & STRUCT
15	CANOPY HEATER
16	36" COOLER DOOR
17	COOLER LOCK & CONTROLS

EXTERIOR ELEVATION MATERIALS LEGEND

Note Number	Note Text
A	VERTICAL METAL SIDING (MP-1)
B	ARCHITECTURAL CEMENT BOARD SIDING (BRK-1)
C	BRAKE METAL FASCIA (MP-2)
D	SOFFIT PANELS (MP-2)
E	STANDING SEAM ROOF PANELS (MP-2)
F	METAL BRAKE CAP (MP-3)
G	ROUND STOREFRONT SIGN; SUPPLIED AND INSTALLED BY SIGN CONTRACTOR
H	1/4" THICK ACRYLIC SIGNAGE APPLIED TO SIDING WITH VH DOUBLE SIDE TAPE
J	ILLUMINATED STOREFRONT SIGNAGE BY SIGN CONTRACTOR
M	PAINTED STRUCTURAL CANOPY COLUMN; RAINWATER DOWNSPOUT WITHIN; CONNECT BASE OF CANOPY COLUMN DOWNSPOUT TO STORMWATER MANAGEMENT SYSTEM; REF CIVIL
N	PAINTED STRUCTURAL CANOPY COLUMN; RAINWATER DOWNSPOUT WITHIN; DOWNSPOUT SCUPPER TO GRADE; REF CIVIL
P	PAINTED STRUCTURAL CANOPY COLUMN; REF CIVIL
Q	EXPOSED DOWNSPOUT, GALVANIZED, PAINTED; CONNECT TO SUB-GRADE STORM WATER COLLECTION SYSTEM; REF CIVIL

1 **EXTERIOR ELEVATION - FRONT**
3/8" = 1'-0"

7 BREW DRIVE THRU - MIRRORED W/ REAR COOLER
NATIONAL MODULAR MANUFACTURING
8905 INDUSTRIAL DRIVE, HAVEN, KANSAS 67543

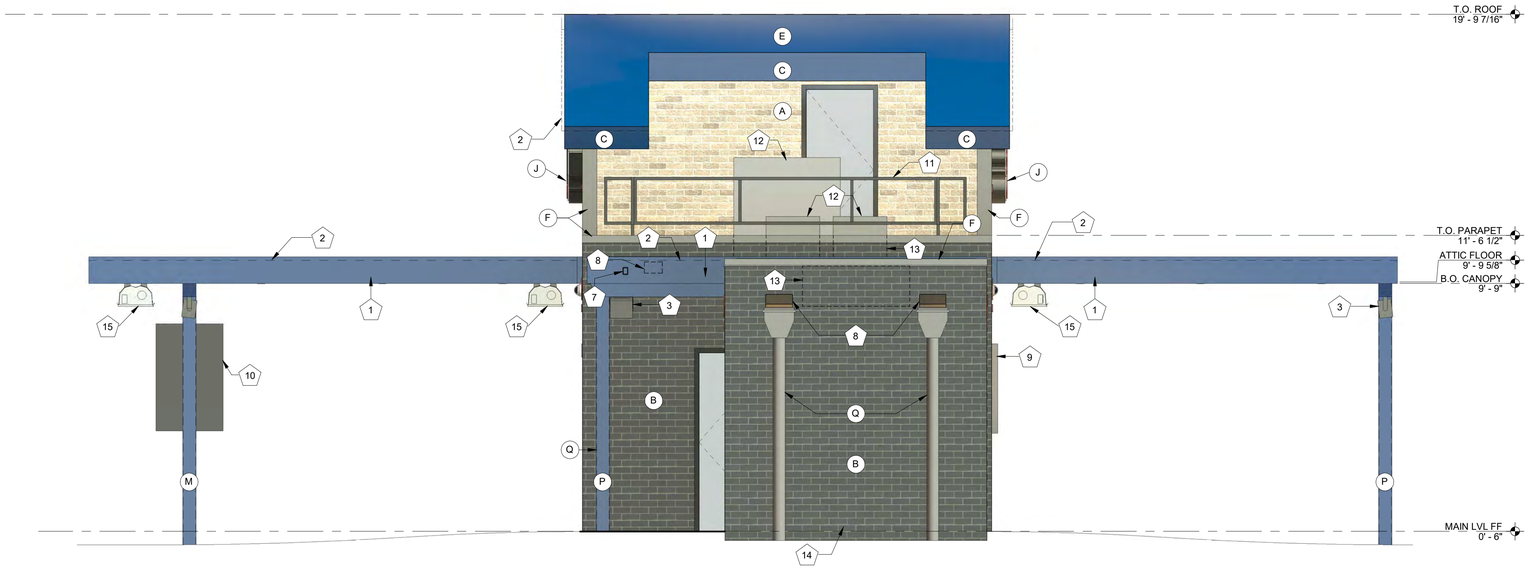
REVISIONS

No.	Description	Date

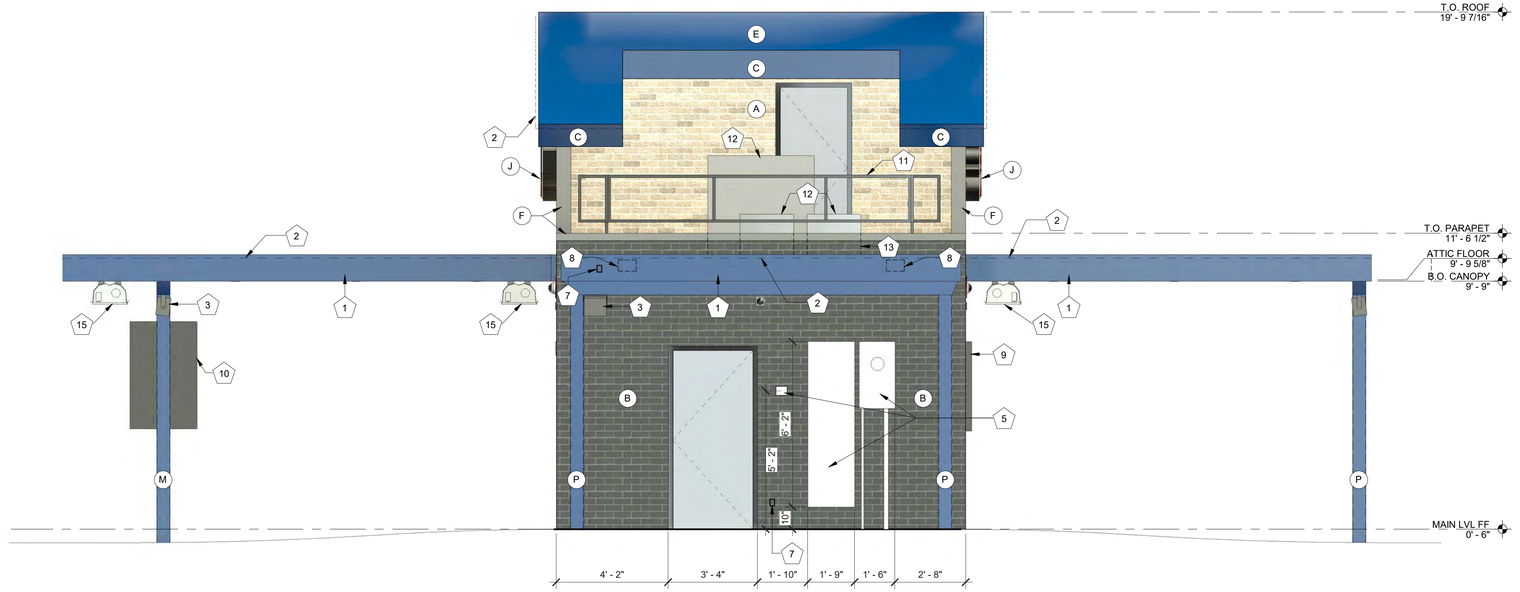
sheet issue date: 06/28/2024
project no.: 22.34.01
sheet contents: EXTERIOR ELEVATIONS
sheet no.: A2.0

Received
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6/28/2024 10:01:54 PM C:\Users\VanessaDocuments\22.34.01_7Brew Template_V3.0_Shot Side - Mirrored - Rear Cooler_R22_vanessaBWH88.rvt
7 Brew Template V3.0 Mirrored This drawing is an instrument of service and, as such, shall remain the property of Veritas Architecture and Design LLC. Unauthorized use or reproduction without permission is prohibited. This document is for use in connection with the specified project and shall not be used for other locations. ©2023



2 **EXTERIOR ELEVATION - BACK W/ COOLER**
3/8" = 1'-0"



1 **EXTERIOR ELEVATION - BACK**
3/8" = 1'-0"

EXTERIOR ELEVATION KEYNOTES

Note Number	Note Text
1	PRE-ENGINEERED ALUMINUM CANOPY BY OTHERS; REF STRUCTURAL
2	SURFACE-MOUNTED LED NEON FLEX LIGHTING AS INDICATED (SHOWN DASHED), TY; REF ELECTRICAL
3	MOUNTED SPEAKER SYSTEM; SEE SYSTEMS PLAN
4	ADDRESS NUMBERS TO BE 8" TALL x 2" BRUSH STROKE
5	ELECTRICAL EQUIPMENT, PAINTED TO MATCH BUILDING; REF ELECTRICAL
6	FROST-PROOF FLUSH HOSE BIB
7	EXTERIOR WEATHER-PROOF OUTLET; REF ELECTRICAL
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11	GUARDRAIL; 3' - 6: ABOVE ATTIC FLOOR
12	HVAC EQUIPMENT
13	OUTLINE OF MECHANICAL UNIT BEYOND
14	PREFABRICATED COOLER BY NATIONAL MODULAR MANUFACTURING; COORD LOCATION & SPECS WITH CIVIL & STRUCT
15	CANOPY HEATER
16	36" COOLER DOOR
17	COOLER LOCK & CONTROLS

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REVISIONS

No.	Description	Date

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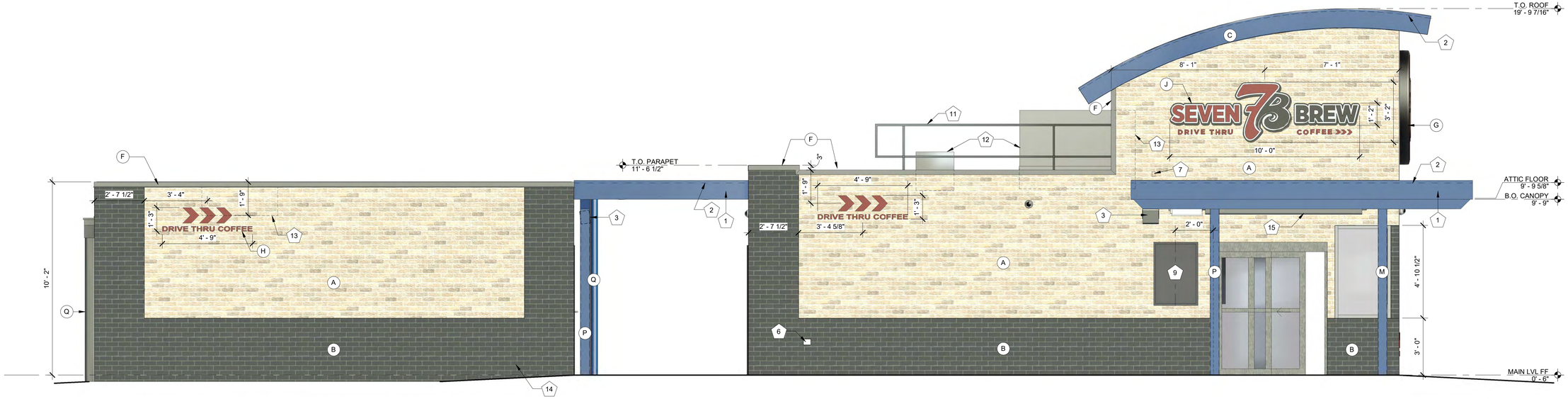
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7 Brew Template V3.0 Mirroked This drawing is an instrument of service and, as such, shall remain the property of Veritas Architecture and Design LLC. Unauthorized use or reproduction without permission is prohibited. This document is for use in connection with the specified project and shall not be used for other locations. ©2023

EXTERIOR ELEVATION KEYNOTES

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N	PAINTED STRUCTURAL CANOPY COLUMN; RAINWATER DOWNSPOUT WITHIN; DOWNSPOUT SCUPPER TO GRADE; REF CIVIL
P	PAINTED STRUCTURAL CANOPY COLUMN; REF CIVIL
Q	EXPOSED DOWNSPOUT, GALVANIZED, PAINTED; CONNECT TO SUB-GRADE STORM WATER COLLECTION SYSTEM; REF CIVIL



1 EXTERIOR ELEVATION - RIGHT
3/8" = 1'-0"

7 BREW DRIVE THRU - MIRRORED W/ REAR COOLER
NATIONAL MODULAR MANUFACTURING
8905 INDUSTRIAL DRIVE, HAVEN, KANSAS 67543

REVISIONS

No.	Description	Date

sheet issue date: 06/28/2024
project no.: 22.34.01
sheet contents: EXTERIOR ELEVATIONS
sheet no.: A2.2

Received
02/07/2025 8:39:32 AM

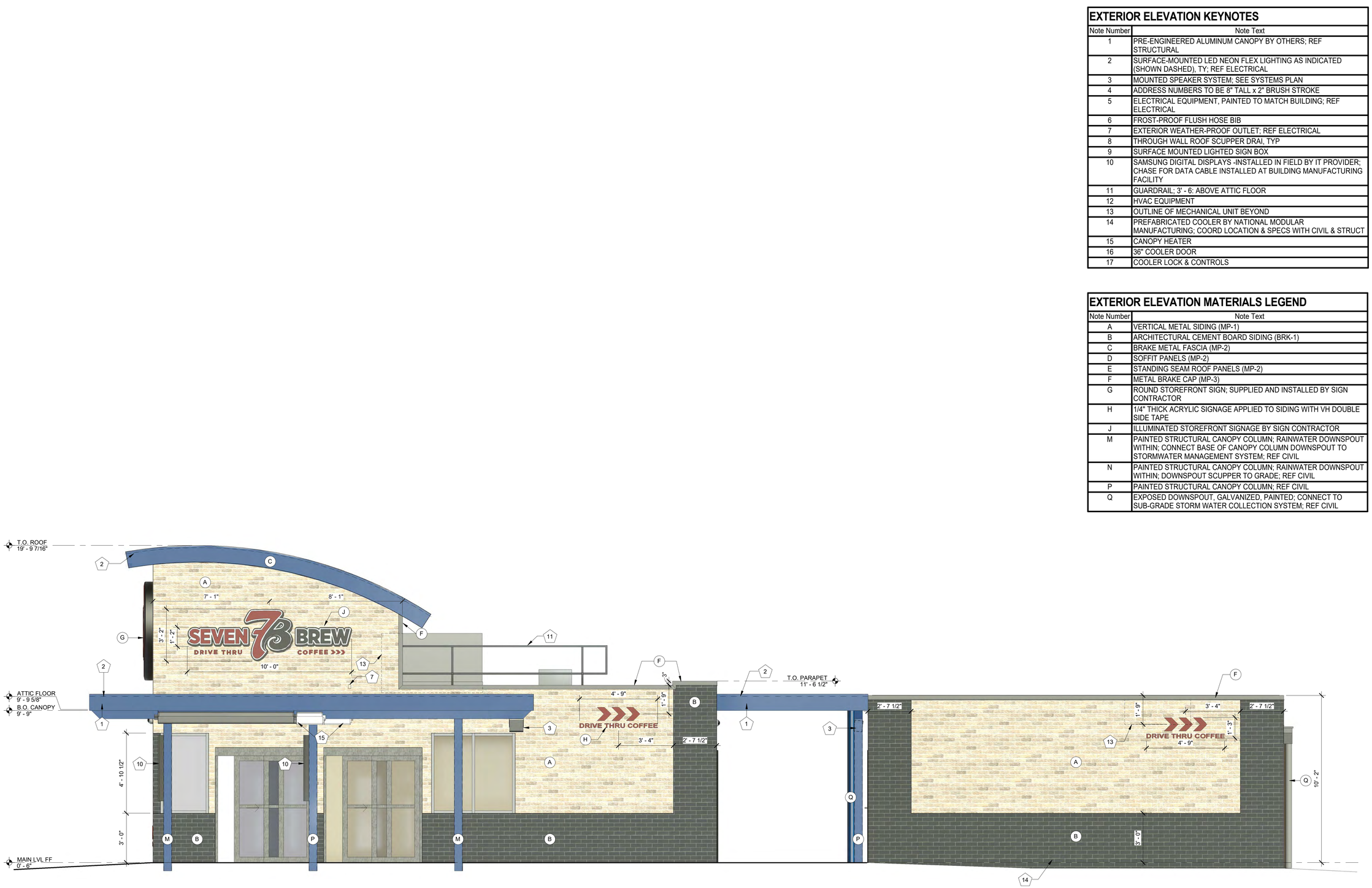
6/28/2024 10:02:04 PM C:\Users\VanessaDocuments\22.34.01_7Brew Template_V3.0_Shot Side - Mirrored - Rear Cooler_R22_vanessaBWH88.rvt
7 Brew Template V3.0 Mirrored This drawing is an instrument of service and, as such, shall remain the property of Veritas Architecture and Design LLC. Unauthorized use or reproduction without permission is prohibited. This document is for use in connection with the specified project and shall not be used for other locations. ©2023

EXTERIOR ELEVATION KEYNOTES

Note Number	Note Text
1	PRE-ENGINEERED ALUMINUM CANOPY BY OTHERS; REF STRUCTURAL
2	SURFACE-MOUNTED LED NEON FLEX LIGHTING AS INDICATED (SHOWN DASHED), TY; REF ELECTRICAL
3	MOUNTED SPEAKER SYSTEM; SEE SYSTEMS PLAN
4	ADDRESS NUMBERS TO BE 8" TALL x 2" BRUSH STROKE
5	ELECTRICAL EQUIPMENT, PAINTED TO MATCH BUILDING; REF ELECTRICAL
6	FROST-PROOF FLUSH HOSE BIB
7	EXTERIOR WEATHER-PROOF OUTLET; REF ELECTRICAL
8	THROUGH WALL ROOF SCUPPER DRAI, TYP
9	SURFACE MOUNTED LIGHTED SIGN BOX
10	SAMSUNG DIGITAL DISPLAYS -INSTALLED IN FIELD BY IT PROVIDER; CHASE FOR DATA CABLE INSTALLED AT BUILDING MANUFACTURING FACILITY
11	GUARDRAIL; 3' - 6: ABOVE ATTIC FLOOR
12	HVAC EQUIPMENT
13	OUTLINE OF MECHANICAL UNIT BEYOND
14	PREFABRICATED COOLER BY NATIONAL MODULAR MANUFACTURING; COORD LOCATION & SPECS WITH CIVIL & STRUCT
15	CANOPY HEATER
16	36" COOLER DOOR
17	COOLER LOCK & CONTROLS

EXTERIOR ELEVATION MATERIALS LEGEND

Note Number	Note Text
A	VERTICAL METAL SIDING (MP-1)
B	ARCHITECTURAL CEMENT BOARD SIDING (BRK-1)
C	BRAKE METAL FASCIA (MP-2)
D	SOFFIT PANELS (MP-2)
E	STANDING SEAM ROOF PANELS (MP-2)
F	METAL BRAKE CAP (MP-3)
G	ROUND STOREFRONT SIGN; SUPPLIED AND INSTALLED BY SIGN CONTRACTOR
H	1/4" THICK ACRYLIC SIGNAGE APPLIED TO SIDING WITH VH DOUBLE SIDE TAPE
J	ILLUMINATED STOREFRONT SIGNAGE BY SIGN CONTRACTOR
M	PAINTED STRUCTURAL CANOPY COLUMN; RAINWATER DOWNSPOUT WITHIN; CONNECT BASE OF CANOPY COLUMN DOWNSPOUT TO STORMWATER MANAGEMENT SYSTEM; REF CIVIL
N	PAINTED STRUCTURAL CANOPY COLUMN; RAINWATER DOWNSPOUT WITHIN; DOWNSPOUT SCUPPER TO GRADE; REF CIVIL
P	PAINTED STRUCTURAL CANOPY COLUMN; REF CIVIL
Q	EXPOSED DOWNSPOUT, GALVANIZED, PAINTED; CONNECT TO SUB-GRADE STORM WATER COLLECTION SYSTEM; REF CIVIL



1 EXTERIOR ELEVATION - LEFT
3/8" = 1'-0"

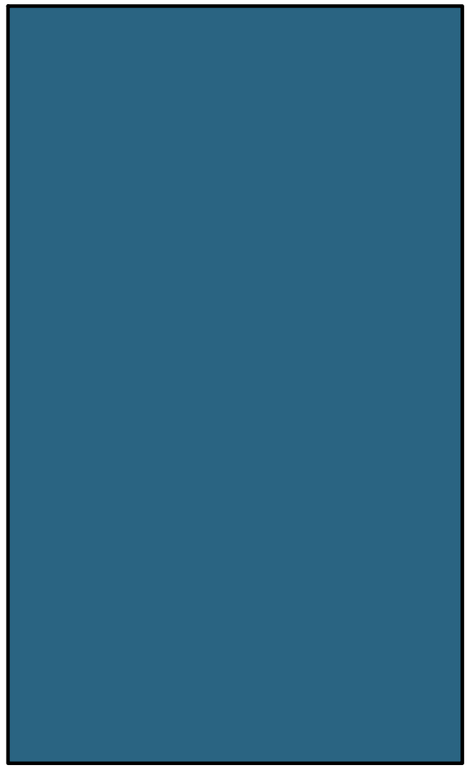
7 BREW DRIVE THRU - MIRRORED W/ REAR COOLER
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REVISIONS

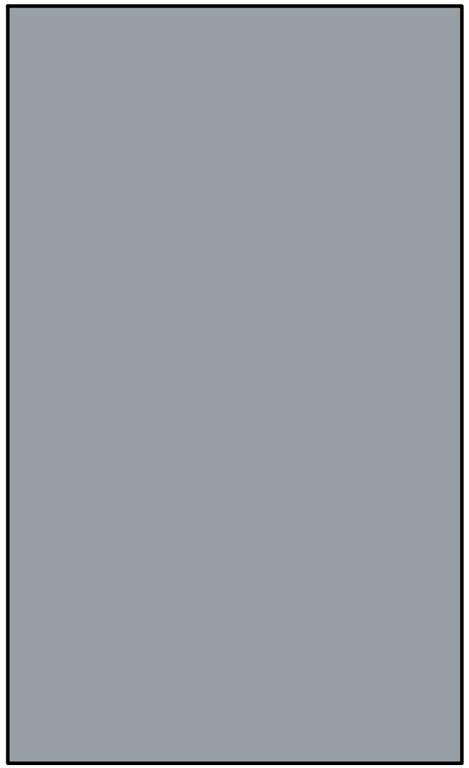
No.	Description	Date

sheet issue date: 06/28/2024
project no.: 22.34.01
sheet contents: EXTERIOR ELEVATIONS
sheet no.: A2.3

Received
02/07/2025 8:39:32 AM



BLUE METAL PANEL MP-2
BRAND: BERRIDGE
COLOR: ROYAL BLUE
FINISH: LOW SHEEN SMOOTH - REFLECTIVITY .26



COPING TRIM METAL MP-3
BRAND: BERRIDGE
COLOR: ZINC GREY
FINISH: LOW SHEEN SMOOTH - REFLECTIVITY .39



FIBER CEMENT PANEL SIDING - BRK-2
BRAND: NICHIHA
COLOR: SHALE BROWN
FINISH: CANYON BRICK



FIBER CEMENT PANEL SIDING - BRK-1
BRAND: NICHIHA
COLOR: MIDNIGHT
FINISH: MODERN BRICK

22.34.01
7 BREW DRIVE THRU - MIRRORED W/ REAR COOLER
06/28/2024

MATERIAL COLOR BOARD

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02/07/2025 8:39:32 AM





22.34.01
7 BREW DRIVE THRU - MIRRORED W/ REAR COOLER
06/28/2024

RENDERINGS

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02/07/2025 8:39:32 AM

LEGAL DESCRIPTION FOR 7BREW SITE

PER JACKSON COUNTY PARCEL INFORMATION, SITE LEGAL IS AS FOLLOWS:

RNG-30 TWP-49 SEC-31; BEG AT A PT 1268.5' W AND 680' S OF NE COR OF NW 1/4; TO TRUE POB: TH E 200' TH S 90' TH W 200' TH N 90' TO; TRUE POB. (EX PT IN RD)

DESCRIBED MORE EXACTLY AS 400 N 7 HWY UNIT M, BLUE SPRINGS, MO 64014 (PARCEL NUMBER 36-920-01-29-04-0-00-000. SAID PARCEL CONTAINING 0.41 ACRES, MOL.

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02/07/2025 8:39:47 AM

Site Development Narrative for 7Brew General Development Plan (400 NW 7 Highway)

Narrative Updated per comments on March 12, 2025

The subject site is currently occupied by a commercial retail building (Mantra Mind/Body/Spirit). For the development of this property, the existing structure and associated paving will be demolished and replaced with a new drive thru coffee shop and associated paving. This new facility is in keeping with the General Business zoning.

This development is in the public interest because it will facilitate the local demand for high quality coffee drinks in a dynamic, fast service setting. Site is located in an accessible area for high volume capability.

Alternative Design Standards Request

Due to the existing conditions, meeting the existing requirements for site design would be difficult and impractical for two different items: 1.) The western property landscape buffer requirement, and 2.) the addition of extra lighting onsite. Therefore, we are requesting an alternative standard for these three items.

1: It is requested that the existing western landscape buffer remain in its current location, planted as shown on the landscape plan. The UDC requirement for the site is 15' wide (UDC table 407.040-5, buffer type B) measured from the property line.

> The existing buffer of almost 15' from back of curb to back of curb would allow for the existing parking infrastructure on the property to remain in place, disturbing less area with construction and keeping a consistent look with its northern partner lot.
>
> If the landscape buffer were sized measuring from the property line the site would either be shifted to the east to the extent that there would not be enough room to fit the drive thru lanes on the property, or the parking spaces fronting the street would be practically eliminated. This would result in a total of one parking space that could fit onsite.

2: It is requested that a photometric plan be waived for the General Development Plan. The existing development surrounding the site was planned and approved, and no additional lighting is currently proposed. The UDC Section 407.060 Lighting section is intended to provide sufficient illumination on sites, while not allowing for excessive light spillover.

As the surrounding development is already in place and no overhead lighting on the subject property will be removed, it is requested that the review of outdoor lighting be waived with the understanding that 1.) flickering and flashing lights are not allowed onsite, and 2.) if any proposed overhead lighting is needed for construction, it will be applied for in the future.

Received
03/12/2025 12:47:11 PM

The City of Blue Springs Missouri

Planning Application

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

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

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

7Brew
Project Name

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

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

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

APPLICATION (*check all that apply*)

LAND USE
- ☐ Conditional Use
- ☐ Rezoning
- ■ General Development Plan

LAND SUBDIVISION
- ☐ Preliminary Plat
- ☐ Final Plat
- ☐ Administrative Plat

MASTER PLANS
- ☐ PD Concept Plan
- ☐ PD Final Plan
- ☐ PUD Concept Plan-Amended
- ☐ PUD Final Plan
- ☐ PRO Concept Plan-Amended
- ☐ PRO Final Plan
- ☐ Redevelopment Modification Plan

SITE DEVELOPMENT
- ☐ Appearance Review
- ☐ Site Plan/Design Review (SPDR)
- ☐ PD Final Plan / SPDR
- ☐ PUD Final Plan / SPDR
- ☐ Administrative SPDR

SIGNAGE
- ☐ Master Sign Plan
- ☐ Administrative Sign Plan
- ☐ Appeal for Minor Sign Adjustment

OTHERS
- ☐ Vacation
- ☐ Variance
- ☐ Alternative Dev. Standards

APPLICANT & PROPERTY OWNER INFORMATION

Name of Applicant	Company	Phone	Email Address
Andrew Wilson	Cedar Creek	405-778-3385	awilson@cedarcreekinc.com

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

I agree to allow the City of Blue Springs to copy and distribute all submitted project plans, materials, and information and post on the official City of Blue Springs web site as necessary for the project approval process, including public hearings. Furthermore, all submitted plans, materials, and information meet all UDC requirements unless specifically stated otherwise in an attached letter. Additionally, I agree that the Applicant and the Property Owner are jointly and severally liable to pay the City of Blue Springs all applicable fees and costs required for the project approval process.

X Andrew Wilson — **Applicant Signature**

2/3/25 — **Date**

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

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

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

X — **Property Owner Signature**

2/4/2025 — **Date**

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02/07/2025 8:39:36 AM

REQUIRED DOCUMENTS CHECKLIST FOR ALL APPLICATIONS

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

PROJECT DESCRIPTION:

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

Received
02/07/2025 8:39:38 AM

CONTACT INFORMATION SHEET

PROJECT LEAD

Name	Company Name		
Address	City	State	Zip
Email	Phone	Fax	

DEVELOPER

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

ENGINEER

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

ARCHITECT

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

SURVEYOR

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

LANDSCAPE ARCHITECT

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

ATTORNEY

Name	Company Name		
Address	City	State	Zip
Email	Phone	Fax	

OTHER CONTACT

Name	Company Name		
Address	City	State	Zip
Email	Phone	Fax	

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02/07/2025 8:39:38 AM

PUBLIC NOTICE

General Development Plan | GDP-02-25-9484
"7Brew"
400 N 7 Hwy
Parcel # 36-920-01-29-04-0-00-000

Notice is hereby given that a public hearing will be held by the Planning Commission of the City of Blue Springs on **Monday, March 24, 2025 at 6:30 p.m.** in the Council Chambers of the Howard L. Brown Public Safety Facility at 1100 SW Smith Street for the purpose of hearing interested parties and citizens on a request by the applicant, Andrew Wilson, Cedar Creek Inc, on behalf of the property owner, James Evans, for approval of a General Development Plan (GDP-02-25-9484) to construct a pad site building of a total 510 square feet with a two-lane drive-thru to be built on 0.41 acres at 400 NW 7 Highway. Interested parties may view the application materials on file by contacting the Community Development Department via email at ComDevLegal@bluespringsgov.com or at City Hall at 903 W Main Street, Blue Springs, MO. The site is legally described as follows:

RNG-30 TWP-49 SEC-31; BEG AT A PT 1268.5' W & 680' S OF NE COR OF NW 1/4; TO TRUE POB: TH E 200' TH S 90' TH W 200' TH N 90' TO; TRUE POB. (EX PT IN RD)

CITY OF BLUE SPRINGS
Planning Commission
By: Christopher Willis, Associate Planner

The City Council of the City of Blue Springs will also hold a public hearing on the above noted General Development Plan / GDP-02-25-9484 on **Monday, April 7, 2025, at 6:00 p.m.** in the Council Chambers of the Howard L. Brown Public Safety Facility to consider the application and the recommendation of the Planning Commission.

CITY OF BLUE SPRINGS
City Council

PUBLISH: Saturday, March 8, 2025
E-MAIL TO THE EXAMINER: legals@examiner.net
03/05/2025

THE EXAMINER

AFFIDAVIT OF PUBLICATION

State of Pennsylvania, County of Lancaster, ss:

I, Rebecca Bikul, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Examiner, a publication that is a "legal newspaper" as that phrase is defined for the city of Indepenence, for the County of Jackson, in the state of Missouri, that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

Publication Dates:

- Mar 8, 2025

Printer's Fee: $114.95

Rebecca Bikul

Agent

VERIFICATION

State of Pennsylvania
County of Lancaster

Commonwealth of Pennsylvania - Notary Seal
Nicole Burkholder, Notary Public
Lancaster County
My commission expires March 30, 2027
Commission Number 1342120

Signed or attested before me on this: 03/10/2025

Nicole Burkholder

Notary Public

Notarized remotely online using communication technology via Proof.

PUBLIC NOTICE

General Development Plan
GDP-02-25-9484
"7Brew"
400 N 7 Hwy
Parcel
 # 36-920-01-29-04-0-00-000

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CITY OF BLUE SPRINGS
Planning Commission
By: Christopher Willis,
Associate Planner

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CITY OF BLUE SPRINGS
City Council

Published in the Examiner, Mar 8, 2025

3251580

PUBLIC NOTICE

General Development Plan
GDP-02-25-9484
"7Brew"
400 N 7 Hwy
Parcel
 # 36-920-01-29-04-0-00-000

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RNG-30 TWP-49 SEC-31; BEG AT A PT 1268.5' W & 680' S OF NE COR OF NW 1/4; TO TRUE POB: TH E 200' TH S 90' TH W 200' TH N 90' TO; TRUE POB. (EX PT IN RD)

CITY OF BLUE SPRINGS
Planning Commission
By: Christopher Willis,
Associate Planner

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CITY OF BLUE SPRINGS
City Council

Published in the Examiner, Mar 8, 2025

######



The City of Blue Springs Missouri

GDP-02-25-9484
400 N 7 HWY
Parcel # 36-920-01-29-04-0-00-000
185' NOTIFICATION MAP

N

1" = 200'

Date: 02/28/25

Name	Situs Address	Situs City	Situs Zip	Owner	Owner Address
36-920-04-01-00-0-00-000	NO ADDRESS ASSIGNED BY CITY	BLUE SPRINGS	64015	UNITED MISSOURI CITY BANK	1010 GRAND BLVD 4TH FLOOR KANSAS CITY, MO 64106
36-920-03-26-00-0-00-000	403 NW 7 HWY	BLUE SPRINGS	64015	SHOW ME COMMERCIAL LAND DEV ENT LLC	19610 BUNDSCHU RD INDEPENDENCE, MO 64056
36-920-01-42-00-0-00-000	500 N 7 HWY	BLUE SPRINGS	64014	BLUE SPRINGS FIRST LLC	2250 CALLE TIARA LA JOLLA, CA 92307
36-920-01-29-04-0-00-000	400 N 7 HWY UNIT M	BLUE SPRINGS	64014	SKJD LLC	1400B SW 7 HWY BLUE SPRINGS, MO 64014
36-920-01-58-00-0-00-000	320 NW 7 HWY	BLUE SPRINGS	64014	NORTHRIDGE ENTERPRISE LLC	4622 PENNSYLVANIA AVE STE 700 KANSAS CITY, MO 64112
36-920-03-01-00-0-00-000	411 NW 7 HWY	BLUE SPRINGS	64015	PBJ REALTY LLC	39510 MOUNT GILEAD RD LEESBURG, VA 20175
36-920-01-32-00-0-00-000	450 NW 7 HWY	BLUE SPRINGS	64014	BLUE SPRINGS FIRST LLC	2250 CALLE TIARA LA JOLLA, CA 92307
36-920-01-59-00-0-00-000	310 NW 7 HWY	BLUE SPRINGS	64014	WENDYS OLD FASHIONED HAMBURGER	1 DAVE THOMAS BLVD DUBLIN, OH 43017-5452

Blue Springs, Missouri
Community Development

March 7, 2025

Ref: Public Hearing: General Development Plan | GDP-02-25-9484
7 Brew
400 N 7 Hwy
Parcel # 36-920-01-29-04-0-00-000

Dear Property Owner:

A Public Hearing will be held by the Planning Commission and the City Council of the City of Blue Springs to receive comments from interested parties and citizens relative to a request by the applicant, Andrew Wilson, Cedar Creek Inc, on behalf of the property owner, James Evans, for approval of a General Development Plan (GDP-02-25-9484) to construct a pad site building of a total of 510 square feet with a two-lane drive-thru to be built on 0.41 acres at 400 NW 7 Highway.

You are receiving this notice because County records indicate you own property within 185 feet of the boundary of the site in question.

Interested parties may view the application materials on file by contacting the Community Development Department via email at ComDevLegal@bluespringsgov.com or at City Hall at 903 W Main Street, Blue Springs, MO.

The hearing will be held in the Council Chambers in the Howard L. Brown Public Safety Building located at 1100 SW Smith Street, Blue Springs on the following dates:

Planning Commission - Monday, March 24, 2025 @ 6:30 p.m.
&
City Council – Monday, April 7, 2025 @ 6:00 p.m.

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

Sincerely,

CITY OF BLUE SPRINGS
COMMUNITY DEVELOPMENT

Traci Breshears
Administrative Assistant

Introduced by Councilmember _____ BILL NO. 5299
(GDP-02-25-9484)

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE GENERAL DEVELOPMENT PLAN WITH ALTERNATIVE DEVELOPMENT STANDARDS AND CONDITIONS FOR 7BREW LOCATED AT 400 NW 7 HIGHWAY, BLUE SPRINGS, JACKSON COUNTY, MISSOURI

WHEREAS, proper application having been made to approve a General Development Plan (GDP) for property hereinafter described; and

WHEREAS, after review of the General Development Plan with respect to such issues as zoning, land use, impact to surrounding areas, adequacy of facilities and services, and compliance with development regulations to achieve quality development, in which it has been determined that the application has met; and

WHEREAS, in accordance with Title IV, Unified Development Code of the Municipal Code of the City of Blue Springs, Missouri, said application was referred to the Planning Commission for report and recommendation, and a public hearing was held on March 24, 2025, which the Commission, after said hearing, recommended that the application for the General Development Plan be approved; and

WHEREAS, thereafter a public hearing was held by City Council on April 7, 2025; and

WHEREAS, in accordance with Title IV, Unified Development Code of the Municipal Code of the City of Blue Springs, Missouri, it was determined that the application was appropriate at the location herein described; and

WHEREAS, the City of Blue Springs, Missouri has determined that the General Development Plan is appropriate at this location.

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

Section 1. The following described parcel of real estate is hereby declared subject to the General Development Plan for 7Brew. The site is legally described as:

RNG-30 TWP-49 SEC-31; BEG AT A PT 1268.5' W & 680' S OF NE COR OF NW 1/4; TO TRUE POB: TH E 200' TH S 90' TH W 200' TH N 90' TO; TRUE POB. (EX PT IN RD)

Section 2. No land covered within this General Development Plan, or contained within the area described by Section 1 of this Ordinance, may be developed except in compliance with the General Development Plan approved herein by the City of Blue Springs or hereinafter revised, and the requirements of said General Development Plan shall include any staff recommendations contained in the staff report and presented to the Planning Commission at its March 24, 2025 meeting and to City Council at its April 7, 2025 meeting, and approved by City Council as conditions of development passage by this Ordinance and of this General Development Plan, and shall be deemed to include those conditions in addition to those contained in the UDC and in documents and drawings submitted to the Planning Commission and City Council and approved

hereby, including the following conditions:

1. Approval by the City Council based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC, unless modified by the General Development Plan:
    a. The applicant requested an Alternative Development Standard from UDC 407.040-1 Landscape Requirements, Buffer Type B, allow for a reduced buffer width of 14.79-ft from the required 15-ft along the property frontage.
    b. The applicant requested an Alternative Development Standard from UDC 407.060 Outdoor Lighting, request that a photometric plan be waived for the General Development Plan.
2. A Photometric Plan for the site will need to be submitted as part of the Site Plan and Design Review Application for this project. This will need to be reviewed and approved before the building permit can be approved.

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 7th day of April 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: March 4, 2025

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

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

ISSUE/REQUEST

Passage of a Bill amending Section 122.020 of the Code of Ordinances, City of Blue Springs, Missouri, to add a new Subsection 17 that makes records relating to reports of allegations of improper governmental activities under Section 29.221 RSMo authorized to be closed under the Missouri Sunshine Law and renumbering subsequent subsections.

BACKGROUND/JUSTIFICATION

The State of Missouri amended Section 610.021 RSMo. of the Missouri Sunshine Law, adding a new Subsection 17. This addition allows public governmental bodies to close records related to reports of alleged improper governmental activities under Section 29.221 RSMo. As a result, all subsequent subsections have been renumbered.

The amendment took effect on August 28, 2024. Because the City's Code of Ordinances includes provisions of the Sunshine Law, it must be updated to align with this amendment.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
March 17, 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 Code of Ordinances related to the Sunshine Law

REVIEWED BY:

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

Introduced by Councilmember _____ BILL NO. 5300

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 122.020 OF THE CODE OF ORDINANCES, CITY OF BLUE SPRINGS, MISSOURI, TO ADD REPORTS OF ALLEGATIONS OF IMPROPER GOVERNMENTAL ACTIVITIES PURSUANT TO SECTION 29.221, RSMO. TO CLOSED RECORDS AND RENUMBERING SUBSEQUENT SECTIONS

WHEREAS, the Missouri legislature passed an amendment to Section 610.021, RSMo of the Missouri Sunshine Law, that added reports of allegations of improper governmental activities pursuant to Sec. 29.221, RSMo to those records authorized to be closed by a public governmental body; and

WHEREAS, the new Missouri law went into effect on August 28, 2024; and

WHEREAS, in order for the City to incorporate this change, it is recommended that Section 122.020 of the Code of Ordinances, City of Blue Springs, Missouri, Open Meetings and Records Policy, be amended.

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

NOTE: LANGUAGE TO BE ADDED IS UNDERLINED. LANGUAGE TO BE DELETED IS SHOWN AS ~~STRICKEN~~. Sections and Subsections not set out herein are not amended or changed.

Section 1. That Section 122.020 of the Code of Ordinances, City of Blue Springs, Missouri, is hereby amended to add Subsection 17 and renumber the remaining Subsections, to read as follows:

Section 122.020 Meetings, Records And Votes To Be Public — Exceptions.

A. All meetings, records and votes are open to the public, except that any meeting, record or vote relating to one (1) or more of the following matters, as well as other materials designated elsewhere in this Chapter, shall be closed unless the public governmental body votes to make them public:

…

17. Records relating to reports of allegations of improper governmental activities under Section 29.221, RSMo.;

~~17~~18. Existing or proposed security systems and structural plans of real property owned or leased by a public governmental body, and information that is voluntarily submitted by a non-public entity owning or operating an infrastructure to any public governmental body for use by that body to devise plans for protection of that infrastructure, the public disclosure of which would threaten public safety.

a. Records related to the procurement of or expenditures relating to security systems purchased with public funds shall be open.

b. When seeking to close information pursuant to this exception, the public governmental body shall affirmatively state in writing that disclosure would impair the public governmental body's ability to protect the security or safety of persons or real property and shall in the same writing state that the public interest in non-disclosure outweighs the public interest in disclosure of the records.

c. Records that are voluntarily submitted by a non-public entity shall be reviewed by the receiving agency within ninety (90) days of submission to determine if retention of the document is necessary in furtherance of a State security interest. If retention is not necessary, the documents shall be returned to the non-public governmental body or destroyed

~~18~~19. The portion of a record that identifies security systems or access codes or authorization codes for security systems of real property.

~~19~~20. Records that identify the configuration of components or the operation of a computer, computer system, computer network or telecommunications network and would allow unauthorized access to or unlawful disruption of a computer, computer system, computer network or telecommunications network of a public governmental body. This exception shall not be used to limit or deny access to otherwise public records in a file, document, data file or database containing public records. Records related to the procurement of or expenditures relating to such computer, computer system, computer network or telecommunications network, including the amount of monies paid by, or on behalf of, a public governmental body for such computer, computer system, computer network or telecommunications network, shall be open.

~~20~~21. Credit card numbers, personal identification numbers, digital certificates, physical and virtual keys, access codes or authorization codes that are used to protect the security of electronic transactions between a public governmental body and a person or entity doing business with a public governmental body. Nothing in this Section shall be deemed to close the record of a person or entity using a credit card held in the name of a public governmental body or any record of a transaction made by a person using a credit card or other method of payment for which reimbursement is made by a public governmental body.

~~21~~22. Individually identifiable customer usage and billing records for customers of a municipally owned utility, unless the records are requested by the customer or authorized for release by the customer, except that a municipally owned utility shall make available to the public the customer's name, billing address, location of service, and dates of service provided for any commercial service account.

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval.

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

before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 7th day of April 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: March 31, 2025

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

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

ISSUE/REQUEST

Passage of a Bill accepting a permanent sidewalk easement from Ignite St. Marys Property, LLC for the 2024 Sidewalk Infill program.

BACKGROUND/JUSTIFICATION

The City has identified a need for infill sidewalks to connect residential, commercial, civic, and recreational districts. One infill project is to connect the existing sidewalk at the Edison Apartments and the Carson Ross Community Recreation Complex along Mock Ave.

The acquisition of a permanent sidewalk easement is required for construction of the sidewalk improvements to complete the corridor. The area acquired will also allow for the existing trees to remain by installing the sidewalk north of the trees. The acquisition was negotiated with the property owner and accepted by Ignite St. Marys Property, LLC.

Sidewalks have not been constructed but will be located along the north side of Mock Avenue from the eastern property line of the Edison Apartments to the western property line of the Carson Ross Community Recreation Complex, along the north side of Mock Avenue. Sidewalk construction is expected to be complete by Summer 2025.

FINANCIAL IMPACT

Contractor:	Ignite St. Marys Property, LLC
Amount of Request/ Contract:	$1.00
Amount Budgeted:	$
Budget Year:	FY2024/25
Funding Source/Account #:	310-72000-543100 ST-SDWK INFL
Account Balance:	$34,606.24 Date: 4/2/2025

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
April 7, 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. Map of Permanent Sidewalk Easement
2. Bill with easement attached as Exhibit A.

REVIEWED BY:

Requesting Director: ***Dennis Dovel***	Budget: ***Lori Turner***
Legal:	City Administrator: ***Christine Cates***

ATTACHMENT 1



The City of Blue Springs Missouri

Permanent Sidewalk Easement

Ignite St. Mary's Property LLC
111 NE Mock Ave

N

Not To Scale

03/31/25

Introduced by Councilmember _____ BILL NO. 5301

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PERMANENT SIDEWALK EASEMENT FROM IGNITE ST. MARYS PROPERTY, LLC FOR THE 2024 SIDEWALK INFILL PROGRAM

WHEREAS, the City of Blue Springs is committed to ensuring the acquisition of the permanent sidewalk easements for the 2024 Sidewalk Infill Program is conducted in a professional and legal manner; and

WHEREAS, easements are required to facilitate the placement of sidewalks; and

WHEREAS, the City of Blue Springs acquired the easement connect the existing sidewalk at the Edison Apartments and the Carson Ross Community Recreation Complex along the north side of Mock Ave; and

WHEREAS, staff recommends the acceptance of the easements obtained from Ignite St. Marys Property, LLC for $1.00 for said improvements for the 2024 Sidewalk Infill Program.

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

Section 1. The City Administrator is hereby authorized to make payment and accept the following easement from Ignite St. Marys Property, LLC for the 2024 Sidewalk Infill Program, ST-44 project improvements

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

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 7th day of April 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

EXHIBIT A

Title of Document: Permanent Sidewalk Easement

Date of Document: _____, 202_

Grantor: Ignite St. Marys Property, LLC

Mailing Address (Grantor): 1550 N. Northwest Highway, Suite 430, Park Ridge, Illinois 60068

Grantee: City of Blue Springs

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

Legal description: See attached Exhibit.

PERMANENT SIDEWALK EASEMENT

THIS AGREEMENT, made this ____ day of _____ 202_, by and between Ignite St. Marys Property, LLC, having an address of 1550 N. Northwest Hwy Suite 430, Park Ridge, IL 60068, owner of the property herein described, hereinafter known as the GRANTOR, and party of the first part, and City of Blue Springs, Missouri, including its successors and assigns, GRANTEE and party of the second part.

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

PERMANENT SIDEWALK EASEMENT DESCRIPTION:

A PERMANENT SIDEWALK EASEMENT, BEING PART OF THE TRACT OF LAND DESCRIBED BY THE WARRANTY DEED RECORDED AS INSTRUMENT NUMBER 2021E0027372, AT THE JACKSON COUNTY, MISSOURI RECORDER OF DEEDS OFFICE AND BEING IN THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 49 NORTH, RANGE 30 WEST, BLUE SPRINGS, JACKSON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT, BEING THE SOUTHEAST CORNER OF LOT 1, THE EDISON AT BLUE SPRINGS, A SUBIDVISION OF LAND AS RECORDED AT SAID RECORDERS OFFICE, AND BEINA A POINT ON THE NORTH RIGHT-OF-WAY LINE OF MOCK AVENUE, AS NOW ESTABLISHED, THENCE ALONG THE WEST LINE OF SAID TRACT, AND BEING THE EAST LINE OF SAID LOT 1, NORTH 1°40'42" EAST, 10.00 FEET; THENCE LEAVING SAID EAST AND WEST LINES, SOUTH 87°24'55" EAST, 558.96 FEET, TO A POINT ON THE EAST LINE OF SAID TRACT; ALSO BEING THE WEST LINE OF LOT 1, BLUE SPRINGS AQUATIC CENTER; THENCE ALONG THE EAST LINE OF SAID TRACT, ALSO BEING THE WEST LINE OF LOT 1 OF SAID BLUE SPRINGS AQUATIC CENTER,SOUTH 01°53'49" WEST; 10.00 FEET, TO THE SOUTHEAST CORNER OF SAID TRACT, BEING THE SOUTHWEST CORNER OF LOT 1 OF SAID BLUE SPRINGS AQUATIC CENTER; AND BEING A POINT ON SAID NORTH RIGHT-OF-WAY LINE; THENCE ALONG THE SOUTH LINE OF SAID TRACT AND SAID NORTH RIGHT-OF-WAY LINE, NORTH 87°24'55" WEST, 558.92 FEET TO THE POINT OF BEGINNING AND CONTAINS 5,589 SQUARE FEET, MORE OR LESS.

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

GRANTOR, for and in consideration of the sum of ONE DOLLAR ($1.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain and sell, convey and confirm unto the GRANTEE the right at all times to go upon the land described herein for the purposes of constructing, maintaining, and repairing

the Permanent Sidewalk Easement as may be necessary, and while nothing in this easement shall be construed so as to grant any right to GRANTEE which shall in any way interfere with the safe and unrestricted use of the property of the GRANTOR adjacent to said permanent sidewalk easement, GRANTOR covenants it shall not use its adjacent property in a manner inconsistent with GRANTEE'S rights herein. GRANTOR retains and reserves unto itself, its employees, tenants, invitees, licensees and agents the right to use the Permanent Sidewalk Easement for any and all purposes not inconsistent with the grant of the Permanent Sidewalk Easement herein.

Repair, Replacement and Maintenance. GRANTEE shall, at its sole cost and expense, install, maintain, repair, and replace any improvements it places upon the Permanent Sidewalk Easement, and is granted a non-exclusive easement for ingress and egress to, upon and within the Permanent Sidewalk Easement for the purpose of performing such maintenance, repair, and replacement. GRANTEE will construct, repair, and maintain the Permanent Sidewalk Easement in compliance with all applicable laws, ordinances, rules and regulations of state and municipal authorities. However, GRANTOR, will be responsible for removing snow, debris, obstacles and structures from the sidewalk, as and if required by local zoning ordinance and/or written municipality requirements.

Indemnification. GRANTEE, to the extent permitted by law, hereby covenants and agrees to defend, indemnify and hold GRANTOR harmless, including GRANTOR'S members, officers, employees, agents, representatives, tenants, successors and assigns (the "Indemnified Parties"), from and against any and all claims, suits, actions, loss, cost, expense (including reasonable attorney's fees), liability or claim of liability that arises out of the following: (i) damage to property or injury to persons asserted against or incurred by the Indemnified Parties as a result of the use of the Permanent Sidewalk Easement; (ii) any default under this Agreement; (iii) which occur as a result of the exercise by GRANTOR of its rights and/or performance of any of GRANTEE'S obligation hereunder; or (iv) the negligence or willful misconduct of GRANTEE and/or the employees, agents, contractors, lessees, licensees and invitees of GRANTEE in, on or about the Permanent Sidewalk Easement.

This grant and easement shall at all times be deemed to be and shall be a continuing covenant running with the land and shall be binding upon and in favor of the successors and assigns of the respective parties hereto.

GRANTOR further states that GRANTOR is lawfully seized of an indefeasible title in fee of the lands through which said Permanent Sidewalk Easement is granted, and that GRANTOR has god and lawful title and right to convey said Permanent Sidewalk Easement to the GRANTEE.

IN WITNESS WHEREOF, the GRANTOR has caused this instrument to be executed the above day and year first above written.

Tim Fields
Ignite St. Marys Property, LLC

Approved by:

CIBC Bank USA

GRANTEE: CITY OF BLUE SPRINGS

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

Approved As To Form:

Jennifer M. Baird, City Attorney

PERMANENT SIDEWALK EASEMENT

CONSENT OF LENDER

NOW, THEREFORE, the undersigned, being the Lender on the Real Estate Deed of Trust, Security Agreement and Assignment of Leases And Fixture Filing dated and executed the 27th day of October, 2023 recorded in the Recorder of Deed's Office of Jackson County, Missouri as Instrument No. 2023E0080153 (the "**Deed of Trust**"), for and in consideration of the sum of $1.00 to it in hand paid by Grantor and intending to be legally bound hereby, does hereby approve and consent to the grant of this Permanent Sidewalk Easement and further agrees to subordinate the Deed of Trust to this Permanent Sidewalk Easement.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, has executed this Declaration of Easements as of the date first written above.

MORTGAGEE:

MERCHANTS BANK OF INDIANA

Philip Daubenmire, Executive Vice President

ACKNOWLEDGMENT

STATE OF Indiana

COUNTY OF Hamilton

On this, the 14 day of March, 2025, before me, a notary public, personally appeared, Philip Daubenmire, who acknowledged himself/herself to be the EVP of MERCHANTS BANK OF INDIANA, and that he/she as such, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I hereunto set my hand and official seal.
(NOTARIAL SEAL)

PAYTON RENNIER
Notary Public - Seal
Marion County - State of Indiana
Commission Number NP0747126
My Commission Expires Feb 26, 2031

Payton Rennier
NOTARY PUBLIC
My Commission expires: 02/26/2031

ACKNOWLEDGMENT BY INDIVIDUALS

STATE OF IL)
) ss
COUNTY OF Cook)

On this 14 day of March, 202_, appeared Tim Fields, authorized representative of Ignite St. Marys Property, LLC, personally known to me to be the persons who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed.

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

Notary Public

My Commission Expires: May 12, 2027

OFFICIAL SEAL
KAREN SILVERMAN
Notary Public, State of Illinois
Commission No. 971577
My Commission Expires
May 12, 2027

TRACT NO.: ___
PARCEL ID NO.: _____
OWNERS NAME: _____
SITUS AND MAILING ADDRESS: _____
_____

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: February 27, 2025 **CONTRACT NO.**

SUBMITTED BY: Bob Muenz **DEPARTMENT: Police**

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

ISSUE/REQUEST

Passage of Bills approving contracts with the Cities of Lake Lotawana and Lake Tapawingo for Animal Control Services.

BACKGROUND/JUSTIFICATION

In 2018, the City entered in agreements with the Cities of Lake Lotawana and Lake Tapawingo to provide animal control services (Contracts 2018-008 and 2018-009). The Cities of Lake Lotawana and Lake Tapawingo have expressed a desire to continue the animal control services agreement on a per call basis. The original agreements have expired, and new agreements have been approved by the respective municipalities.

As per the agreements, the City of Blue Springs will provide animal control services on a per call basis at $40.00 per hour with a one-hour minimum charge to each of the municipalities. This rate remains the same as in previous agreements. Each municipality will be billed monthly for any services provided by Blue Springs Animal Control. The services provided are primarily used for dangerous animals, animal bite incidents, or injured animals. Each municipality would be responsible for locating shelter and veterinary services and separate payment for those services as outlined in the agreement.

FINANCIAL IMPACT

Contractor:	Cities of Lake Tapawingo and Lake Lotawana
Amount of Request/ Contract:	$0
Amount Budgeted:	$0
Budget Year:	FY 24-25
Funding Source/Account #:	N/A
Account Balance:	N/A Date: 3/20/2025
Revenue to be Received:	Per call basis
Revenue Account No.	100-00000-434510

PROJECT TIMELINE

Estimated Start Date	**Estimated End Date**
April 9, 2025	April 9, 2030
Years and Months Contract in effect	**Number of times renewable**
5 years	0

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill with agreement with the City of Lake Tapawingo attached as Exhibit A.
2. Bill with agreement with the City of Lake Lotawana attached as Exhibit A.

REVIEWED BY:

Requesting Director: ***Bob Muenz***	Budget: ***Lori Turner***
Legal: ***Jennifer Baird***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

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

Wage Order, by reference	☐	Wage Order Number: N/A
IRS Form W-9:	☐	N/A
Bid/RFP/RFQ: (submit all)	☐	N/A
Bid/RFP/RFQ Tabulation:	☐	N/A
Bid Waiver: (less than three bids)	☐	N/A
Contractor address and email:	☒	City of Lake Tapawingo Chief Paul Thurman 144 Anchor Dr Lake Tapawingo, MO 64015 Chief@laketapawingomo.org City of Lake Lotawana Chief Jamie McCain 100 Lake Lotawana Boulevard Lake Lotawana, MO 64086 jmccain@lakelotawanapd.org
Project Exemption Certificate needed:	☐	N/A
Other:	☐	

Introduced by Councilmember _____ BILL NO. 5302

ORDINANCE NO. ____

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF BLUE SPRINGS AND THE CITY OF LAKE LOTAWANA FOR ANIMAL CONTROL SERVICES

WHEREAS, the City of Blue Springs Police Department has an animal control unit and has previously provided animal control services on a per call basis for a fee; and,

WHEREAS, the City of Lake Lotawana wishes to continue receiving animal control services as per the approved agreement; and,

WHEREAS, the City of Blue Springs Police Department Animal Control Unit can continue to provide animal control services.

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

Section 1. The City Administrator is hereby authorized to enter into a contract between the City of Blue Springs and the City of Lake Lotawana for Animal Control Services in the amount of $40.00 per hour on a per call basis. A copy of the Agreement is attached hereto as Exhibit "A" and is incorporated herein.

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

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 7th day of April 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

EXHIBIT A

AN AGREEMENT BETWEEN
THE CITY OF BLUE SPRINGS, MISSOURI AND
THE CITY OF LAKE LOTAWANA, MISSOURI
FOR THE PROVISION OF ANIMAL CONTROL SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 20_____, by and between the City of Lake Lotawana, Missouri, a municipal corporation, hereinafter referred to as "Lake Lotawana," and the City of Blue Springs, Missouri, a municipal corporation, hereinafter referred to as "Blue Springs", and collectively the "parties".

WHEREAS, Lake Lotawana desires to enter into an agreement with Blue Springs for the provision of animal control services, to include response to animal related calls for service, aggressive or dangerous animals, or animal bite calls, to be performed by the City of Blue Springs Police Department, hereinafter known as "BSPD"; and

WHEREAS, the parties hereto have determined that such agreements are authorized and provided for under the authority of §70.815 RSMo, as amended; and

WHEREAS, BSPD has the ability and desire to assist Lake Lotawana through the provision of animal control services; and

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual covenants and agreements herein contained, and for other good and valuable considerations, the parties hereto agree as follows:

1. Scope of Services. Except as otherwise hereinafter specifically set forth, Blue Springs shall provide to Lake Lotawana animal control services on a call for service basis as necessary within the jurisdictional boundaries in the City of Lake Lotawana or as permitted by law due to required follow-up or investigation.

2. Level of Services. BSPD Animal Control Officers will write all reports normally associated with animal control related calls, and provide regular monthly statistical data to Lake Lotawana on activities as needed.

3. Independent Contractor and Sovereign Immunity. Blue Springs shall have the status of an Independent Contractor for purposes of this Agreement. The animal control officers assigned calls for service in Lake Lotawana remain the employees of Blue Springs and shall be subject to its control and supervision while working in Lake Lotawana and conducting related follow-up activities. No such person so employed shall be entitled to receive any Lake Lotawana pension or any status or right of Lake Lotawana employment. Nothing in this Agreement is intended to or serves as a waiver of sovereign immunity of

or any other defense available to Blue Springs, its officers, employees or agents Both parties acknowledge that they have the opportunity to obtain insurance or risk coverage for their respective actions as they desire. Blue Springs presently purchases coverage under a Midwest Public Risk pool for its police services. Blue Springs shall keep such coverage in place during the period of this Agreement, or a similar policy of insurance.

4. BSPD Animal Control Officers and Employees. BSPD will provide standard uniforms and police department equipment to BSPD animal control officers assigned to work in Lake Lotawana. Blue Springs shall pay the salaries, payroll taxes, Workers' Compensation and related benefits and shall bear all expenses and liabilities with respect to said personnel, which may accrue from or be attributable to the employer-employee relationship. All Blue Springs Animal Control Officers, and all vehicles used by such officers, shall be subject to and under the control of the Blue Springs Chief of Police (or designee), whether operating in Lake Lotawana or Blue Springs. The Blue Springs Chief of Police (or designee) shall have exclusive supervision of the operation of the vehicles and the personnel operating same, and shall handle all complaints or calls for services through the Police Department's offices at 1100 SW Smith Street, Blue Springs, Missouri 64015. BSPD Animal Control Officers assigned to calls for service within Lake Lotawana remain employees of Blue Springs and will operate under the current Standard Operating Procedures of the BSPD.

5. Animal Control. For the purposes of animal control, BSPD shall provide to Lake Lotawana the services of an Animal Control Officer (ACO), when such services are needed. Said ACO shall be under the supervision of the Blue Springs Chief of Police (or designee). It is agreed that when on duty, the ACO officer shall respond to calls for service within Lake Lotawana that are within the normal function of animal control officers. The cost of this service shall be documented and billed at the rate of $40.00 per hour with a one-hour minimum per call. This service shall be billed on a monthly basis. Payment shall be due within thirty (30) days after receipt of monthly bill.

6. Boarding and other Miscellaneous Fees. BSPD will not be liable for boarding, medical or any other fees incurred by any animal picked up for Lake Lotawana and transported to Lee's Summit Animal Shelter, or to any other shelter or veterinarian, including the Blue Springs Animal Control Facility. Lake Lotawana shall be responsible for all boarding, medical, and other fees incurred.

7. Animal Control Vehicle and Equipment. Blue Springs will provide all vehicles and equipment necessary to serve the Lake Lotawana community. BSPD will be responsible for all maintenance, fuel, insurance, and required equipment consistent with animal control

vehicles in the Blue Springs fleet. The cost for the vehicles and equipment has been accounted for in the cost per call noted in section 5.

8. Effective Date. Unless terminated earlier as provided for herein, this Agreement shall be effective for the period of five (5) years.

9. Termination. Notwithstanding the provisions of the paragraph hereinbefore set forth, either Blue Springs or Lake Lotawana may terminate this Agreement upon ninety (90) days prior written notice, without cause or prejudice.

10. Additional Expenses. To the extent Blue Springs incurs expenses not included in the cost of service amount as provided in Section 5 of this Agreement for the purpose of providing officers to appear as witnesses to testify in the Lake Lotawana Municipal Court, such expenses shall be billed as an additional cost and will be itemized in a manner consistent with the requirements of Lake Lotawana officials. Other potential additional expenses which may arise during the term of this Agreement may be reviewed and/or itemized in the same manner set forth above, as long as the agreed to additional expense is within the purchasing authority of the City Administrator.

11. Limitation of City of Lake Lotawana's Liability. To the extent permitted by law, Blue Springs shall defend, indemnify, and hold harmless Lake Lotawana from any claims or demands asserted against Lake Lotawana for acts or omission by Blue Springs or BSPD, or their officers or employees, in performing the services set forth herein.

12. Limitation of the City of Blue Springs Liability. The City of Blue Springs and BSPD, their officers, agents, and employees, shall not be deemed to assume any liability for acts or omissions of the City of Lake Lotawana or of any official, agent, or employee thereof.

13. Ownership of Property. Any property acquired by Blue Springs for use in carrying out the terms of this Agreement shall be held as the sole and separate property of Blue Springs, and upon the termination of this Agreement may be disposed of at the sole discretion of Blue Springs.

14. Notice. For the purpose of any notice in writing required herein, any such notice to Blue Springs shall be addressed to:

City of Blue Springs
Attention: Chief of Police and City Administrator
903 W. Main St.
Blue Springs, MO 64015

Any notice to the City shall be addressed to City shall be addressed to:

City of Lake Lotawana
Attention: City Administrator
100 Lake Lotawana Boulevard
Lake Lotawana, MO 64086

15. Amendment. This Agreement may be amended in writing by mutual agreement by reference to this original document, and any amendments by paragraph or in total.

16. Severability. It is the intent of the parties hereto in the preparation and execution of this Agreement to avoid a conflict with the applicable laws of the State of Missouri and if any provision herein is found to be in conflict with any state law or is deemed or held to be unconstitutional, invalid or unenforceable, it is the intent of the parties hereto that such provision shall have no force and effect and the remainder of the Agreement shall be valid as though such conflicting, unconstitutional, invalid or unenforceable provisions were not contained herein.

17. Entire Agreement. This Agreement represents the entire agreement between Blue Springs and Lake Lotawana and supersedes all prior agreements, understandings or promises, whether oral or written, among the parties hereto.

18. Annual Appropriation. Any indebtedness or obligation of Lake Lotawana pursuant to this Agreement shall never exceed the amount of funds actually on hand in the treasury of Lake Lotawana for such purpose, and is subject to annual appropriation.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be executed on this _____ day of _____, 20_____.

CITY OF LAKE LOTAWANA, MO

Tracy Rasmussen, Mayor

ATTEST:

Lauran Kurtz, City Clerk

CITY OF BLUE SPRINGS, MO

Christine Cates, City Administrator

ATTEST:

Erin Ford, City Clerk

APPROVED AS TO FORM:

Jennifer M. Baird

Jennifer Baird, City Attorney

Introduced by Councilmember _____ BILL NO. 5303

ORDINANCE NO. ____

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF BLUE SPRINGS AND THE CITY OF LAKE TAPAWINGO FOR ANIMAL CONTROL SERVICES

WHEREAS, the City of Blue Springs Police Department has an animal control unit and has previously provided animal control services on a per call basis for a fee; and,

WHEREAS, the City of Lake Tapawingo wishes to continue receiving animal control services as per the approved agreement; and,

WHEREAS, the City of Blue Springs Police Department Animal Control Unit can continue to provide animal control services.

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

Section 1. The City Administrator is hereby authorized to enter into a contract between the City of Blue Springs and the City of Lake Tapawingo for Animal Control Services in the amount of $40.00 per hour on a per call basis. A copy of the Agreement is attached hereto as Exhibit "A" and is incorporated herein.

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

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 7th day of April 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

EXHIBIT A

AN AGREEMENT BETWEEN
THE CITY OF BLUE SPRINGS, MISSOURI AND
THE CITY OF LAKE TAPAWINGO, MISSOURI
FOR THE PROVISION OF ANIMAL CONTROL SERVICES

THIS AGREEMENT is made and entered into this 6 day of Feb., 2025, by and between the City of Lake Tapawingo, Missouri, a municipal corporation, hereinafter referred to as "Lake Tapawingo," and the City of Blue Springs, Missouri, a municipal corporation, hereinafter referred to as "Blue Springs", and collectively the "parties".

WHEREAS, Lake Tapawingo desires to enter into an agreement with Blue Springs for the provision of animal control services, to include response to animal related calls for service, aggressive or dangerous animals, or animal bite calls, to be performed by the City of Blue Springs Police Department, hereinafter known as "BSPD"; and

WHEREAS, the parties hereto have determined that such agreements are authorized and provided for under the authority of §70.815 RSMo, as amended; and

WHEREAS, BSPD has the ability and desire to assist Lake Tapawingo through the provision of animal control services; and

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual covenants and agreements herein contained, and for other good and valuable considerations, the parties hereto agree as follows:

1. Scope of Services. Except as otherwise hereinafter specifically set forth, Blue Springs shall provide to Lake Tapawingo animal control services on a call for service basis as necessary within the jurisdictional boundaries in the City of Lake Tapawingo or as permitted by law due to required follow-up or investigation.

2. Level of Services. BSPD Animal Control Officers will write all reports normally associated with animal control related calls, and provide regular monthly statistical data to Lake Tapawingo on activities as needed.

3. Independent Contractor and Sovereign Immunity. Blue Springs shall have the status of an Independent Contractor for purposes of this Agreement. The animal control officers assigned calls for service in Lake Tapawingo remain the employees of Blue Springs and shall be subject to its control and supervision while working in Lake Tapawingo and conducting related follow-up activities. No such person so employed shall be entitled to receive any Lake Tapawingo pension or any status or right of Lake Tapawingo employment. Nothing in this Agreement is intended to or serves as a waiver of

sovereign immunity of or any other defense available to Blue Springs, its officers, employees or agents Both parties acknowledge that they have the opportunity to obtain insurance or risk coverage for their respective actions as they desire. Blue Springs presently purchases coverage under a Midwest Public Risk pool for its police services. Blue Springs shall keep such coverage in place during the period of this Agreement, or a similar policy of insurance.

4. BSPD Animal Control Officers and Employees. BSPD will provide standard uniforms and police department equipment to BSPD animal control officers assigned to work in Lake Tapawingo. Blue Springs shall pay the salaries, payroll taxes, Workers' Compensation and related benefits and shall bear all expenses and liabilities with respect to said personnel, which may accrue from or be attributable to the employer-employee relationship. All Blue Springs Animal Control Officers, and all vehicles used by such officers, shall be subject to and under the control of the Blue Springs Chief of Police (or designee), whether operating in Lake Tapawingo or Blue Springs. The Blue Springs Chief of Police (or designee) shall have exclusive supervision of the operation of the vehicles and the personnel operating same, and shall handle all complaints or calls for services through the Police Department's offices at 1100 SW Smith Street, Blue Springs, Missouri 64015. BSPD Animal Control Officers assigned to calls for service within Lake Tapawingo remain employees of Blue Springs and will operate under the current Standard Operating Procedures of the BSPD.

5. Animal Control. For the purposes of animal control, BSPD shall provide to Lake Tapawingo the services of an Animal Control Officer (ACO), when such services are needed. Said ACO shall be under the supervision of the Blue Springs Chief of Police (or designee). It is agreed that when on duty, the ACO officer shall respond to calls for service within Lake Tapawingo that are within the normal function of animal control officers. The cost of this service shall be documented and billed at the rate of $40.00 per hour with a one-hour minimum per call. This service shall be billed on a monthly basis. Payment shall be due within thirty (30) days after receipt of monthly bill.

6. Boarding and other Miscellaneous Fees. BSPD will not be liable for boarding, medical or any other fees incurred by any animal picked up for Lake Tapawingo and transported to Lee's Summit Animal Shelter, or to any other shelter or veterinarian, including the Blue Springs Animal Control Facility. Lake Tapawingo shall be responsible for all boarding, medical, and other fees incurred.

7. Animal Control Vehicle and Equipment. Blue Springs will provide all vehicles and equipment necessary to serve the Lake Tapawingo community. BSPD will be responsible for all maintenance, fuel, insurance, and required equipment consistent with

animal control vehicles in the Blue Springs fleet. The cost for the vehicles and equipment has been accounted for in the cost per call noted in section 5.

8. Effective Date. Unless terminated earlier as provided for herein, this Agreement shall be effective for the period of five (5) years.

9. Termination. Notwithstanding the provisions of the paragraph hereinbefore set forth, either Blue Springs or Lake Tapawingo may terminate this Agreement upon ninety (90) days prior written notice, without cause or prejudice.

10. Additional Expenses. To the extent Blue Springs incurs expenses not included in the cost of service amount as provided in Section 5 of this Agreement for the purpose of providing officers to appear as witnesses to testify in the Lake Tapawingo Municipal Court, such expenses shall be billed as an additional cost and will be itemized in a manner consistent with the requirements of Lake Tapawingo officials. Other potential additional expenses which may arise during the term of this Agreement may be reviewed and/or itemized in the same manner set forth above, as long as the agreed to additional expense is within the purchasing authority of the City Administrator.

11. Limitation of City of Lake Tapawingo's Liability. To the extent permitted by law, Blue Springs shall defend, indemnify, and hold harmless Lake Tapawingo from any claims or demands asserted against Lake Tapawingo for acts or omission by Blue Springs or BSPD, or their officers or employees, in performing the services set forth herein.

12. Limitation of the City of Blue Springs Liability. The City of Blue Springs and BSPD, their officers, agents, and employees, shall not be deemed to assume any liability for acts or omissions of the City of Lake Tapawingo or of any official, agent, or employee thereof.

13. Ownership of Property. Any property acquired by Blue Springs for use in carrying out the terms of this Agreement shall be held as the sole and separate property of Blue Springs, and upon the termination of this Agreement may be disposed of at the sole discretion of Blue Springs.

14. Notice. For the purpose of any notice in writing required herein, any such notice to Blue Springs shall be addressed to:

City of Blue Springs
Attention: Chief of Police and City Administrator
903 W. Main St.
Blue Springs, MO 64015

Any notice to the City shall be addressed to City shall be addressed to:

City of Lake Tapawingo
Attention: Chief of Police
144 Anchor Drive
Lake Tapawingo, MO 64015

15. Amendment. This Agreement may be amended in writing by mutual agreement by reference to this original document, and any amendments by paragraph or in total.

16. Severability. It is the intent of the parties hereto in the preparation and execution of this Agreement to avoid a conflict with the applicable laws of the State of Missouri and if any provision herein is found to be in conflict with any state law or is deemed or held to be unconstitutional, invalid or unenforceable, it is the intent of the parties hereto that such provision shall have no force and effect and the remainder of the Agreement shall be valid as though such conflicting, unconstitutional, invalid or unenforceable provisions were not contained herein.

17. Entire Agreement. This Agreement represents the entire agreement between Blue Springs and Lake Tapawingo and supersedes all prior agreements, understandings or promises, whether oral or written, among the parties hereto.

18. Annual Appropriation. Any indebtedness or obligation of Lake Tapawingo pursuant to this Agreement shall never exceed the amount of funds actually on hand in the treasury of Lake Tapawingo for such purpose, and is subject to annual appropriation.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be executed on this 6 day of Feb., 20 25.

CITY OF LAKE TAPAWINGO, MO

Tom Rodenberg, Mayor

ATTEST:

Paul Blixrud

Paul Blixrud, City Clerk

CITY OF BLUE SPRINGS, MO

Christine Cates, City Administrator

ATTEST:

Erin Ford, City Clerk

APPROVED AS TO FORM:

Jennifer M. Baird

Jennifer Baird, City Attorney

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: February 25, 2025 **CONTRACT NO.**

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

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

ISSUE/REQUEST

Approve a two-year contract with Mid-America Regional Council for Operation Green Light Traffic Control System for a total of $16,000.

BACKGROUND/JUSTIFICATION

On February 1, 2023, the City entered into a two-year contract (No. 2023-009) with Mid-America Regional Council to help fund the City's proportionate share of the cost of a regional traffic control system. The services included monitoring of nine signalized intersections on the Woods Chapel and Adams Dairy Parkway corridors for faults or errors, timing adjustments, and system checks.

The engineering department recommends continuing the partnership with Operation Green Light to provide traffic signal services. In 2024, a tenth signal was added and therefore the agreement with Mid-America Regional Council must be updated. The City's annual cost per signal is $800. The total for one year of service is $8,000 and this contract covers the annual operating costs for years 2025 and 2026 . The agreement is attached with the applicable cost breakdown.

FINANCIAL IMPACT

Contractor:	Mid-America Regional Council
Amount of Request/ Contract:	$16,000 or $8,000 annually
Amount Budgeted:	$5,000
Budget Year:	FY 2024-25
Funding Source/Account #:	100-30000-530100
Account Balance:	$48,052.50 Date: 3/12/2025

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
April 8, 2025	April 7, 2027
Years and Months Contract in effect	**Number of times renewable**
2 years	One two-year automatic renewal

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill with agreement attached as Exhibit A.

REVIEWED BY:

Requesting Director: ***Dennis Dovel***	Budget: ***Lori Turner***
Legal: ***Jennifer Baird***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

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

Introduced by Councilmember _____ BILL NO. 5304

ORDINANCE NO. _____

AN ORDINANCE APPROVING A CONTRACT WITH MID-AMERICA REGIONAL COUNCIL FOR OPERATION GREEN LIGHT TRAFFIC CONTROL SYSTEM

WHEREAS, Mid-America Regional Council (MARC) completed a feasibility report for operation green light in June, 2000 to create a regional arterial traffic signal coordination system, which the City of Blue Springs participated in; and

WHEREAS, the 2021 Strategic Plan reestablished a vision, objectives and goals of the program to obtain a Regional Traffic Control System; and

WHEREAS, the goal is improvement in traffic operational efficiency, air quality and monetary savings to Member Agencies; and

WHEREAS, each Member Agency has agreed to enter into an agreement to fund the cost of operating such a Regional Traffic Control System; and

WHEREAS, the City of Blue Springs cost share is $8,000 annually for ten lights for a period of two years with a total cost of $16,000.

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 with Mid-America Regional Council, 600 Broadway Blvd #200, Kansas City MO 64105 for Operation Green Light Traffic Control System in the amount of $8,000 annually with a total amount of $16,000. A copy of the proposed Contract is attached hereto as Exhibit “A” and is incorporated herein.

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 7th day of April 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

EXHIBIT A

COOPERATIVE AGREEMENT FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT TRAFFIC CONTROL SYSTEM

THIS COOPERATIVE AGREEMENT FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT TRAFFIC CONTROL SYSTEM (this "Agreement") is made and entered into this ___ day of _____, 20___ by and between Mid-America Regional Council ("MARC") and the City of Blue Springs, Missouri, a Constitutionally Chartered Municipal Corporation, (the "City").

WHEREAS, the Mid-America Regional Council performed a feasibility study "*Operation Green Light Feasibility Report, June 2000"* (hereafter, the "Feasibility Report"), which created a regional arterial traffic signal coordination system known as "Operation Green Light", for the Kansas City Urban Area including facilities under the jurisdiction of the Missouri Department of Transportation, the Cities of Belton, Blue Springs, Gladstone, Grandview, Independence, Kansas City, Lee's Summit, Liberty, MoDOT, North Kansas City, Raytown, Raymore in Missouri and the jurisdiction of the Kansas Department of Transportation, the Cities of Bonner Springs, Fairway, Lansing, Leavenworth, Leawood, Lenexa, Merriam, Mission, Mission Woods, Olathe, Overland Park, Prairie Village, Roeland Park, Shawnee, Westwood and the Unified Government of Wyandotte County/Kansas City in Kansas (collectively, the Member Agencies); and

WHEREAS, the Strategic Plan 2021 reestablished the vision, mission, objectives and goals of the program; and

WHEREAS, improvement in traffic operational efficiency, air quality and monetary savings to the Member Agencies and the public can be realized from a consolidated management approach of coordinated traffic signal control along arterial corridors in the roadway systems of each Member Agency; and

WHEREAS, the Member Agencies and MARC desire to obtain a Regional Traffic Control System, hereinafter defined, for the purpose of coordinating traffic signals within the Jurisdictional Boundaries of the Member Agencies from a single Regional Traffic Management Center; and

WHEREAS, each Member Agency has agreed to enter into an agreement to fund the cost of operating such a Regional Traffic Control System; and

NOW, THEREFORE, in consideration of the covenants and conditions herein set forth, MARC and the City (collectively, the "Parties") mutually agree as follows:

Sec. 1. STATUTORY AUTHORITY. Pursuant to the authority set forth in Article VI, Section 16 of the Missouri Constitution and Section 70.210 et. seq. R.S.Mo the parties enter into this Agreement to operate a Regional Traffic Control System, hereinafter defined, for the purpose of coordinating traffic signals within the Jurisdictional Boundaries of the Member Agencies from a single Regional Traffic Management Center.

Sec. 2. DEFINITIONS. As used in this Agreement, and Exhibit 1 through Exhibit 6, attached

hereto and incorporated herein, the following words shall have the meanings set forth herein:

Exhibit 1 – Steering Committee Document

Exhibit 2 – Scope of Services

Exhibit 3 – Compensation

Exhibit 4 – Insurance Requirements

Exhibit 5 – Ownership Matrix

Exhibit 6 – Concept of Operations

Communications Network – All telecommunication infrastructure between Regional Traffic Management Centers, and Traffic Signal Controllers which are a part of the Regional Traffic Control System.

Jurisdictional Boundaries – the geographical boundaries of the governmental entities acting as political subdivisions of the states of Kansas and Missouri.

Jurisdictional Control Center – the site or location designated by the Member Agency containing various equipment, computer hardware and computer software capable of controlling and coordinating all Traffic Signal Controllers located within the Jurisdictional Boundaries of the Member Agency.

Member Agencies – Agencies that have entered into an agreement with MARC to participate in funding the cost of design, construction and operations of the Regional Traffic Control System.

Private Firms – any private firm or firms engaged by MARC to perform or provide any services, directly or indirectly, related to the operations of the Regional Traffic Control System (including, without limitation, design services provided for on-going operations), as more particularly set forth in Exhibit 2, attached hereto and incorporated herein by this reference.

Regional Traffic Control System - an array of components including Traffic Signal Controllers, wireless and wireline telecommunications equipment, interface units, computer hardware and software, digital storage media, operator's console, peripherals, and other related devices designed to monitor, control, and coordinate traffic movements at signalized intersections according to a given or developed plan.

Regional Traffic Management Center – the site or location designated by the Steering Committee containing various equipment, computer hardware and computer software capable of controlling and coordinating the Regional Traffic Control System. The Regional Traffic Management Center is sometimes referred to herein and in the Exhibits as the "TOC".

Steering Committee – that committee created for the purpose of assisting and advising MARC with respect to the plans, specifications, construction and installation of the Regional Traffic Control System and consisting of voting representatives from the

Member Agencies. The membership structure and policy are set forth in Exhibit 1, attached hereto and incorporated herein by this reference.

Traffic Signal Controller – a complete electrical mechanism responsible for traffic signal control and operation at an individual intersection.

Sec. 3. RESPONSIBILITIES OF PARTIES.

(a) MARC. MARC shall perform or cause to be performed the services set forth in Exhibit 2, which is attached hereto and incorporated herein by this reference.

(b) City. In addition to the obligations set forth in this Agreement, the City, in its capacity as a Member Agency, shall also perform all the obligations set forth in the document entitled "OGL Concept of Operations: Roles and Responsibilities", which is attached hereto as Exhibit 6 and incorporated herein by this reference. Furthermore, the City shall not interfere with MARC's exercise of its obligations under this Agreement, including, but not limited to, MARC's deployment of the regional signal timing and on-going operations of the Regional Traffic Control System.

Sec. 4. SHARE OF COSTS. Subject to the conditions set forth in this Agreement, the City will pay MARC an amount not to exceed **Sixteen Thousand and 00/100 Dollars ($16,000.00)** representing the City's share of the cost for the maintenance and operation of the Regional Traffic Control System as set forth in Exhibit 3, attached and incorporated herein by this reference. The "Operation Green Light Location/ Ownership Matrix" set forth in Exhibit 5 attached hereto and incorporated into this Agreement, identifies the location and ownership of the software, hardware and other components comprising the Regional Traffic Control System.

Sec. 5. SHARING INFORMATION. MARC shall share information related to the maintenance and operation of the Regional Traffic Control System with the City, and the City shall share information with MARC and the Member Agencies necessary for the on-going maintenance and operation of the Regional Traffic Control System.

Sec. 6. SEVERABILITY. Should any provision hereof for any reason be deemed or ruled illegal, invalid or unconstitutional by any court of competent jurisdiction, no other provision of this Agreement shall be affected; and this Agreement shall then be construed and enforced as if such illegal or invalid or unconstitutional provision had not been contained herein.

Sec. 7. AUTONOMY. No provision of this Agreement shall be constructed to create any type of joint ownership of any property, any partnership or joint venture, or create any other rights or liabilities except as may be otherwise expressly set forth herein.

Sec. 8. EFFECTIVE DATE. The effective date of this Agreement shall be upon complete execution by the Parties.

Sec. 9. TERMINATION FOR CONVENIENCE. Either party to this Agreement may terminate this Agreement by giving 180 days' notice to the other Party. Financial obligations will be honored up to the effective date of termination.

Sec. 10. MERGER. This Agreement constitutes the entire agreement between City and MARC with respect to this subject matter.

Sec. 11. INDEPENDENT CONTRACTOR. MARC is an independent contractor and is not the City's agent. MARC has no authority to take any action or execute any documents on behalf of the City.

Sec. 12. COMPLIANCE WITH LAWS. MARC shall comply with and shall require its Private Firms to comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement. Pursuant to RS Mo. §§70.230 and 70.230, each of the representatives of the City and MARC, on behalf of the party they represent, warrant to the other party that they are authorized by their appropriate governing body to enter into this Agreement.

Sec. 13. DEFAULT AND REMEDIES. If MARC shall be in default or breach of any provision of this Agreement, the City may terminate this Agreement, suspend the City's performance, withhold payment or invoke any other legal or equitable remedy after giving MARC written notice and opportunity to correct such default or breach within thirty (30) days of receipt of such notice; provided, however, if such default or breach cannot be cured within thirty (30) days, then MARC shall commence to cure within thirty (30) days.

Sec. 14. WAIVER. Waiver by the City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of the City, and forbearance or indulgence by the City in any regard whatsoever shall not constitute a waiver of same to be performed by MARC to which the same may apply and, until complete performance by MARC of the term, covenant or condition, the City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

Sec. 15. MODIFICATION. Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified or amended except in writing signed by the City and MARC.

Sec. 16. HEADINGS; CONSTRUCTION OF AGREEMENT. The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

Sec. 17. AUDIT. The City shall have the right to audit this Agreement and all books, documents and records relating thereto. MARC shall maintain all its books, documents and records relating to this Agreement and any contract during the period of this Agreement and for three (3) years after the date of final payment of the contract or this Agreement, which ever expires last. The

books, documents and records shall be made available for the City's review within fifteen (15) business days after the written request is made.

Sec. 18. AFFIRMATIVE ACTION. MARC shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry or national origin, sex, disability, age, or sexual orientation. MARC shall require any third-party firms it contracts with ("Private Firms") to establish and maintain for the term of this Agreement an Affirmative Action Program in accordance with the provisions the Title VI of the Civil Rights Act of 1964, as amended. More specifically, any third-party firm will comply with the applicable regulations of the U. S. Department of Transportation (USDOT) relative to non-discrimination in federally assisted programs of the USDOT, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this Agreement.

Sec. 19. ASSIGNABILITY OR SUBCONTRACTING. MARC shall not subcontract, assign or transfer any part or all of MARC's obligations or interests without the City's prior approval which shall not be unreasonably delayed or withheld. If MARC shall subcontract, assign, or transfer any part or all of MARC's interests or obligations under this Agreement without the prior approval of the City, it shall constitute a material breach of this Agreement.

Sec. 20. CONFLICTS OF INTEREST. MARC shall require its Private Firms to certify that no officer or employee of the City, or no spouse of such officer or employee, has, or will have, a direct or indirect financial or personal interest in this Agreement or any other related agreement, and that no officer or employee of the City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of MARC or its Private Firms in this Agreement or any other related agreement.

Sec. 21. RULES OF CONSTRUCTION. The judicial rule of construction requiring or allowing an instrument to be construed to the detriment of or against the interests of the maker thereof shall not apply to this Agreement.

Sec. 22. NOTICE: Any notice to a party in connection with this Agreement shall be made in writing at the following address or such other address, as the party shall designate in writing:

City of Blue Springs, Missouri
Attention: Public Works Director
903 W Main Street
Blue Springs, MO 64015

Mid-America Regional Council
Attention: Director of Transportation and Environment
600 Broadway, Suite 200
Kansas City, Missouri 64105

Sec. 23. GOVERNING LAW. This Agreement shall be construed and governed in accordance with the law of the State of Missouri without giving effect to Missouri's choice of law provisions. The City and MARC: (1) shall submit exclusively to the jurisdiction of the state and federal courts located in Jackson County, Missouri and no other; (2) shall waive any and all

objections to jurisdiction and venue; and (3) shall not raise forum non conveniens as an objection to the location of any litigation.

Sec. 24. GENERAL INDEMNIFICATION.

(a) To the extent allowed by law, MARC shall defend, indemnify, and hold harmless the City and any of its agents, officials, officers and employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorney fees, arising out of or resulting from any negligent acts or omissions in connection with the services performed by MARC under this Agreement, caused by MARC, its employees, agents, subcontractors, or caused by others for whom MARC is liable. Notwithstanding the foregoing, MARC is not required under this section to indemnify the City for the negligent acts of the City or any of its agencies, officials, officers, or employees.

(b) To the extent allowed by law and subject to appropriation, the City shall defend, indemnify, and hold harmless MARC and any of its agents, officials, officers and employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorney fees, arising out of or resulting from any negligent acts or omissions in connection with the services performed by the City under this Agreement, caused by the City, its employees, agents, subcontractors, or caused by others for whom the City is liable. Notwithstanding the foregoing, the City is not required under this section to indemnify MARC for the negligent acts of MARC or any of its agencies, officials, officers, or employees

Sec. 25. INDEMNIFICATION BY PRIVATE FIRMS. MARC shall require its Private Firms (including, without limitation, any design professionals) to defend, indemnify, and hold harmless the City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorney fees, arising out of any negligent acts or omissions in connection with the services preformed pursuant to this Agreement (including, without limitation, professional negligence), caused by a Private Firm, its employees, agents, contractors, or caused by others for whom the Private Firm is liable. Notwithstanding the foregoing, the Private Firm is not required under this section to indemnify the City for the negligent acts of the City or any of its agencies, officials, officers, or employees.

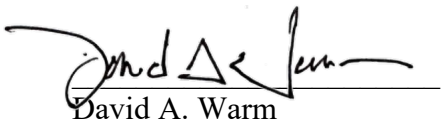
Sec. 26. INSURANCE. MARC and any Private Firms retained by MARC shall maintain the types and amounts of insurance set forth in Exhibit 4, which is incorporated herein by this reference; provided, however, the limits set forth in Exhibit 4 are the minimum limits and MARC may carry higher limits as it may deem necessary, in its discretion, or as may be required by other Member Agencies. MARC shall name the City as an additional insured and shall ensure its Private Firms do the same.

Sec. 27. INITIAL TERM; RENEWAL OF TERM. The initial term of this Agreement shall be one (2) year ("Term") unless sooner terminated in accordance with Sections 9 or 13 of this Agreement. The Term of this Agreement shall automatically renew for one additional two (2) year period (the "Renewal Term") on the same terms and conditions as set forth herein; provided, the Term shall not automatically renew if the City provides written notice to MARC of its intention not to renew within 180 days prior to the expiration of the Term.

Sec. 28. CITY BUDGETING. City represents and warrants, to the best of its knowledge and after appropriate consultation, that terms of this Agreement conform to the requirements of the Missouri Constitution, Article VI, Section 23, 26(a). The City further represents and warrants that its chief administrative office, each year during the term of this Agreement, will submit to and advocate for approval by its governing body of a budget that includes amounts sufficient to pay the City's share of the OGL Operating Costs. The City also represents and warrants that its governing body, each fiscal year during the term of this Agreement, will fully consider and make all good faith and reasonable efforts to adopt a budget, for each successive fiscal period during the term of this Agreement, that specifically identifies amounts sufficient to permit the City to discharge all of its obligations under this Agreement.

IN WITNESS WHEREOF, each party hereto has executed this Agreement on the day and year herein written.

MID-AMERICA REGIONAL COUNCIL



David A. Warm
Executive Director, Mid–America Regional Council

Date: 3/26/2025

CITY OF BLUE SPRINGS, MISSOURI

By: _____

Title: City Administrator

Date:_____

Approved as to form:

Jennifer M. Baird
_____
Assistant City Attorney (or other)

Financial Certification

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which the above amount is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the above obligation and that the account has been encumbered by the estimated amount set forth above for the purpose described hereon.

Karen Van Winkle
_____

Director of Finance for the City of Blue Springs, Missouri

EXHIBIT 1

OPERATION GREEN LIGHT COMMITTEE,

Responsibility and Organizational Structure

1.1.1 *Responsibilities: The Operation Green Light Steering Committee shall serve to approve budgets, procurement and staffing recommendations to the Mid-America Regional Council Board of Directors and to make other technical and policy decisions concerning the development, deployment and operation of the Operation Green Light regional traffic signal coordination program, including:* approve the program's upcoming annual budget during the final meeting of the calendar year. Purchases and contracts shall follow MARC's established threshold guidelines as well as the following: amounts of $15,000-$25,000 shall be reported to the committee; amounts of $25,001 or more shall be voted on and approved by the Steering Committee before purchase or contract is sent to MARC's Board of Directors for approval.

1.1.2 Participate in program decision-making at key points by reviewing and providing comments on project deliverables and by approving or rejecting technical and policy recommendations;

1.1.3 Participate in the development of inter-jurisdictional agreements for the construction, operation, maintenance and other activities of the regional traffic signal coordination system; and

1.2 Call upon committee members to participate in Task Force work groups as technical issues rise requiring additional effort than time allows during a Steering Committee meeting. The Task Force shall submit to the Steering Committee recommendations based on its discussions.

1.3 Membership and Meetings: The Steering Committee shall be composed of representatives from participating agencies in the following manner:

(The following table is a current list as of June 2024)

	Participating Agency Non-Funding Agency in Bold	**Membership (voting)**
1	Belton	1
2	Blue Springs	1
3	Bonner Springs	1
4	Fairway	1
5	FHWA – MO & KS	Ex Officio
6	Gladstone	1
7	Grandview	1
8	Independence	1
9	Kansas City, MO	1
10	**KC Scout**	Ex Officio
11	KDOT	1
12	Lansing	1
13	Leavenworth	1
14	Leawood	1
15	Lee's Summit	1
16	Lenexa	1
17	Liberty	1
18	MARC	1
19	Merriam	1
20	Mission	1
21	Mission Woods	1
22	MoDOT	1
23	North Kansas City	1
24	Olathe	1
25	Overland Park	1

26	Prairie Village	1
27	Raymore	1
28	Raytown	1
29	Roeland Park	1
30	Shawnee	1
31	Unified Government/KCK	1
32	Westwood	1

Each representative shall have a designated alternate with full authority to act in the absence of the representative. The Steering Committee may be expanded to include other additional members as approved by majority vote of the members of the existing Steering Committee.

The Steering Committee shall meet minimally on a quarterly basis but may meet more frequently if the business of the Steering Committee necessitates. The final meeting of the calendar year shall be designed to report on the State of the Operation Green Light Program including Budget reporting and approval of the future budget and election of the next vice-chairperson.

The chairperson of the Steering Committee shall have the authority to call a meeting of the Committee with a minimum of seven (7) calendar days' notice to all the members. Notice is deemed to have occurred from the date that it is distributed via E-mail addressed to the members of the Steering Committee. The chairperson and vice-chairperson shall help develop meeting agendas prior to meeting notices and shall preside over the meetings.

1.4 Chairperson and Vice-Chairperson: The Steering Committee members shall elect by majority vote of all of the voting members of the Committee, from amongst the members of the Committee, a vice-chairperson who will serve a two-year term. Said election will occur at the final regularly scheduled meeting of the calendar year of the Steering Committee prior to the expiration of the chairperson's two-year term. The vice-chairperson shall assume the responsibilities of the chairperson at the end of the chairperson's term and any time the chairperson is unable to attend committee meetings. Kansas and Missouri shall be represented in these positions in alternating terms.

1.5 Quorum and Voting: All members of the Steering Committee shall be entitled to one vote on all matters submitted to the Committee for vote. Any **six** of the voting members of the Steering Committee, including at least **one** member from Kansas City, Missouri, the Missouri Department of Transportation, Unified Government/Kansas City, Kansas, or Overland Park, Kansas, (based on the four largest agencies by signal count at the beginning of the current Operations contract term) shall constitute the quorum necessary to convene the meeting of the Committee. All official actions by the Steering Committee shall require a majority vote of the members present at the meeting.

EXHIBIT 2

SCOPE OF WORK

1. Project Management

The Mid-America Regional Council (MARC) will provide staff time, equipment and materials, and contract services necessary to accomplish the following project management services:

- Arrange and conduct regular Steering Committee meetings to discuss and develop policies and procedures governing the development, implementation and on-going operation of the program;
- Arrange and conduct Technical Committee meetings as needed to discuss and develop recommendations concerning technical issues associated with the development, implementation and on-going operation of the program;
- Arrange and conduct other meetings with project participants as necessary to develop, implement and operate the program;
- Negotiate, execute and administer agreements with state and local governments to provide federal, state and local funding for the development, implementation and ongoing operation of the program;
- Develop and publish requests for proposals, consultant agreements and other procurement documents necessary to select and hire contractors to provide system integration services, telecommunications and traffic engineering design services, computer software, computer hardware, communications network, traffic signal equipment and other items necessary for the development, implementation and ongoing operation of the program;
- Negotiate, execute and administer agreements with private firms to provide system integration services, telecommunications and traffic engineering design services, computer software, computer hardware, communications network, traffic signal equipment and other items necessary for the development, implementation and ongoing operation of the program;
- Develop and maintain budgets and schedules;
- Develop and maintain databases;
- Publish and distribute documents and other deliverables to participating state and local governments; and
- Perform other tasks necessary to manage and administer the program.

2. Traffic Signal Timing

MARC shall coordinate with agency staff or their delegates to develop and implement, with agency approval, the requisite signal timing plans for OGL intersections.

3. Operations and Maintenance

3.1. Computer Software and Databases

MARC will procure all required software and may engage a private firm or firms selected by the Steering Committee to provide technical support and maintain computer software and databases at the Operation Green Light Traffic Operations Center. MARC staff shall be responsible for providing day-to-day maintenance of the computer software and databases including but not limited to data entry, backups, upgrades, etc., at the Operation Green Light Traffic Operations Center.

3.2. Computer Network

MARC will procure all required hardware and software. Any equipment (e.g., switches, routers, hubs, etc.) that is used for the field communication back bone will be considered part of the computer network. MARC may engage a private firm or firms selected by the Steering Committee to provide technical support and maintain the Operation Green Light computer network.

3.3. Field Communications System

All field communications equipment purchased by MARC will be maintained by MARC except where specifically transferred to the local agency for ownership. The city will maintain any pre-existing, city-owned equipment that is utilized as part of the OGL field communication system. MARC staff will monitor the field communication system through monitoring software which is purchased by MARC. MARC may engage a private firm or firms selected by the project Steering Committee to maintain the regional field communications system. The scope of services for this work will be developed with and approved by the Steering Committee.

3.4. Traffic Signal Equipment

Each member agency shall be responsible for all maintenance to the traffic signal related equipment. MARC responsibility will be limited to maintaining the regional field communication system and will terminate at the traffic controller unless otherwise specified. Traffic signal equipment that has been purchased and/or installed as part of an OGL construction project will also be owned and maintained by the local jurisdiction once they have been received and/or accepted, and the local jurisdiction will be responsible for purchasing and installing replacement equipment that are compatible with the OGL system should the MARC- purchased equipment fail.

EXHIBIT 3

COMPENSATION

A. The amount the City will pay MARC under this contract will not exceed **Sixteen Thousand and 00/100 Dollars ($16,000)**. This amount represents the city share of the total program cost as shown in Table 1 of this Exhibit. City shall pay MARC, upon invoiced, on a yearly basis.

Table 1			
Operation Green Light Program			
Annual Operations Costs			
Total Agency Signals in OGL			10
Cost per Year Subsidized			
Year	**No. of Signals**	**Cost Per Signal**	**Local Agency Cost**
2025	10	$800	$8,000
2026	10	$800	$8,000
Total			**$16,000**

B. It shall be a condition precedent to payment of any invoice from MARC that MARC is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by MARC, City may withhold payment(s) to MARC for the purpose of set off until such time as the exact amount of damages due City from MARC may be determined.

C. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract.

D. City is not liable for any obligation incurred by MARC except as approved under the provisions of this Contract.

Exhibit 4

INSURANCE REQUIREMENTS

A. MARC and any Private Firms shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in force and effect to protect MARC, such Private Firms and additional insureds, as applicable, from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of MARC and/or such Private Firms, as applicable, and their employees in the performance of the Services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

B. Any Private Firm shall also maintain professional liability insurance to protect against the negligent acts, errors, or omissions of the Private Firm and those for whom it is

legally responsible, arising out of the performance of professional Services under this Agreement.

C. The insurance coverage specified above shall be for not less than the following limits of liability:

1. Commercial General Liability: $3,000,000.00 per claim or occurrence; limits can be met in combination of primary and excess coverages.

2. Automobile Liability: $3,000,000.00 per accident or occurrence; limits can be met in combination of primary and excess coverages.

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: $1,000,000.00 per bodily injury by accident and by disease per employee.

4. Cyber Liability Coverage Summary: with $3,000,000 Annual Aggregate Limit of Liability for Information Security & Privacy Liability. MARC will request that any Private Firm also maintain cyber liability coverage with a limit of at least $1,000,000 per incident and annual aggregate, but MARC shall not be prohibited from engaging a Private Firm even if they do not meet this requirement.

5. Any Private Firm shall maintain Professional ("Errors and Omissions") Liability: $2,000,000.00, each claim and in the annual aggregate.

D. Additional Insured. MARC and the City shall be included as an additional insured under any Private Firm's furnished general liability and auto liability insurance, for ongoing and completed operations, using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 10/01), under the commercial general liability policy. Said insurance shall be written on an OCCURRENCE basis and shall be PRIMARY and NON-CONTRIBUTING with any other insurance maintained by MARC or the City. Insurance certificates, written on a standard ACORD form, and a copy of the additional insured endorsement and the notice of cancellation endorsement, must be received by MARC prior to commencement of work on site. Additionally, all insurance certificates will state that all coverages are in effect and will not be canceled or terminated without thirty (30) days' prior written notice to MARC and other required additional insureds. Any Private Firm shall provide thirty (30) days' prior written notice to MARC of any material changes, including any material reduction in coverage. Sub-consultant shall cause its general liability and auto liability and worker's compensation insurers to issue an endorsement assuring that the insurer will furnish MARC with such advance notice of cancellation or equivalent.

E. Any insurance policy required as specified in this Section shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

F. As between Private Firm and MARC, the parties waive any and all rights against each other, including their rights of subrogation, for damages covered by property insurance during and after the completion of Services under this Agreement. Such Private Firm and MARC will ensure that their property insurance policies provide that the underwriters waive all such claims and rights of recovery by subrogation against the other in connection with loss or damage covered under the insurance policy.

EXHIBIT 5

Operation Green Light Location / Ownership Matrix

Component	Location	Purchased By	Owned By	Maintained By	Comments
Software/Firmware					
TransSuite & Associated Software	OGL TOC	MARC	MARC	MARC*	
Genetec Video System	OGL TOC	MARC	MARC	MARC*	Available for use by local agencies
Other software used by MARC staff	OGL TOC	MARC	MARC	MARC*	
Computer Hardware					
OGL TOC Servers	OGL TOC	MARC	MARC	MARC*	
OGL TOC Workstations	OGL TOC	MARC	MARC	MARC*	
Agency TOC Servers	Local Agency	Local Agency	Local Agency	Local Agency	
Agency TOC Workstations	Local Agency	Local Agency	Local Agency	Local Agency	
Field Hardware					
OGL Field Network Equipment	Field	MARC	MARC	MARC*	
Local Agency Field Network Equipment	Field	Local Agency	Local Agency	Local Agency	Extension of City network
Existing Closed-Loop fiber re-tasked to OGL Network	Field	Local Agency	Local Agency	Local Agency	OGL may own switches to manage
Traffic Signal Controllers	Field	MARC/Local Agency	Local Agency	Local Agency	OGL purchased controllers only for original build-out
OGL-purchased Closed Circuit Camera	Field	MARC	Local Agency	Local Agency	
Miscellaneous					
OGL TOC Office	MoDOT KC District	MoDOT	MoDOT	MoDOT	
OGL TOC Phone System	OGL TOC	MARC	MARC	MARC*	
OGL TOC Office Furniture & Equipment	OGL TOC	MARC	MARC	MARC*	
OGL Vehicles & Mobile Equipment	OGL TOC	MARC	MARC	MARC*	

* MARC maintained components to be maintained by joint-funded agreement

Exhibit 6
OGL Concept of Operations: Roles and Responsibilities

Introduction

Operation Green Light (OGL) is a regional initiative to improve traffic flow and reduce vehicle emissions by coordinating traffic signals on major roadways in the Kansas City metropolitan area. OGL is a cooperative effort of the Mid-America Regional Council (MARC), state departments of transportation and local agencies working together to coordinate traffic signal timing plans and communication between traffic signal equipment across jurisdictional boundaries.

The concept of operations provides a high-level overview of the roles and responsibilities of the agencies participating in the operation and management of OGL. The concept of operations is intended to balance the need for standardization and uniformity of operations on OGL routes with the need to be responsive to the unique needs and circumstances of the agencies participating in OGL.

Signal Timing

Initial Deployment of Regional Timing Plans

The member agencies will partner with MARC and each other in developing regional traffic signal timing plans. In order to facilitate this work, each member agency will provide MARC traffic counts and other relevant, available data for traffic signals that are part of regionally significant traffic corridors that pass through adjacent cities. This information may include;

- Existing timing plans and data in the existing traffic controller (controller data sheets)
- Intersection geometry via aerial mapping
- Signal phasing information (or policy)
- Historical traffic count information available
- Approved yellow and all-red clearance intervals (or policy)
- Pedestrian timing (or policy)
- Signal phasing policy (lead only/lead-lag/vary lead-lag by time-of-day)
- Historical citizen complaints on the intersection operation as needed

After providing data to MARC, each member agency will then work with MARC to cooperatively develop regionally optimized timing plans. The member agency will continue to be responsible for maintenance of timing plans for traffic signals that lie wholly within the member agency's jurisdictional boundaries and are not on OGL corridors unless the member agency decides to contract this work to MARC. The steps involved in the development of regional timing plans are:

- The member agency will either collect traffic counts on the arterials for signals maintained by the member agency and provide this information to MARC OR MARC to collect traffic counts as needed.
- MARC may hold design meetings with representatives from the member agencies and other impacted agencies.
- MARC will develop initial timing plans.
- MARC and the member agencies will
    - Review the regional timing plans developed
    - Review any software models developed
    - Determine if any changes to initial timings need to be made to optimize the operation of the corridor

- Once the member agencies have agreed on the different timing plans developed, they will download the timing plans into signal controllers maintained by each member agency OR will request MARC to download to local controllers.
- In conjunction with member agency staff, MARC will field-monitor each arterial after a timing plan has been downloaded and will work with the member agency to make any additional changes to further optimize the flow of traffic if necessary.

Providing Maintenance Timing Plans
As part of a regional effort, MARC will on a regular basis, or as requested, examine the operations of signals that are part of regionally significant traffic corridors that pass through the member agency and adjacent cities and determine if optimization is necessary. If minor changes to splits and offsets are to be made to individual signals along an OGL corridor the following steps will be followed:

- In conjunction with MARC, member agency staff will monitor the affected corridor or intersection(s)
- MARC will meet with affected member agencies if needed
- MARC will collect traffic counts as necessary OR the member agency will collect traffic counts at member agency-maintained traffic signals
- The member agency will develop timing plans for member agency-maintained signals and download them to controllers as necessary in coordination with MARC OR MARC will develop and provide revised arterial timing plans as needed
- In conjunction with member agency staff, MARC will field-monitor each arterial after timing plan download and provide further optimization, if necessary, by submitting updated timing plans for agency consideration and download

If major changes, such as changes to cycle lengths, phase sequencing and major changes to splits, are to be made along an OGL corridor, the process described above for initial deployment of regional timing plans may be used.

Incident Management
The member agency will inform MARC about construction and roadway closures to their knowledge in advance of work zones or construction that may require lane closures or require signal timing plan adjustments.

The OGL team monitors the freeways and arterials working closing with KC Scout to locate and respond to incidents that affect signal operations. Traffic signal changes will be initiated by the OGL team in response to incidents by modifying the plan mode of changing timing parameters that aid the movement of traffic.

When appropriate, the OGL team my command pre-developed and agreed to incident timing plans.

The OGL team will also take lead efforts to coordinate special event timing plans for various concerts, sporting events, and other special events.

Citizen Complaints
Member agencies will route/report citizen complaints/requests on OGL signals to the TOC and MARC, in cooperation with the member agency, will respond to the complaint/request in a timely manner. MARC will also route/report received citizen complaints to the member agencies and maintain a response log.

Dispute Resolution
In the event that satisfactory agreement cannot be reached between member agencies on timing plans or incident plans developed for OGL, each member agency is responsible for the operation of the signals it owns and thus that agency has final say.

Emergency Provisions
In the event of an emergency not already covered under a pre-arranged incident-management plan, the member agency will take any steps it considers necessary to manage traffic signals within its jurisdiction to ensure the safety of the traveling public. The member agency will notify MARC of any emergency changes made to OGL traffic signal timing plans in a timely manner and will work with MARC to restore all OGL corridors within its jurisdiction to normal operation when the emergency subsides.

Field Communication Operation and Maintenance

MARC will be responsible for maintenance and replacement of all wireless communication infrastructure that is installed as a result of OGL initiated construction projects. Member agencies maintain their own communication infrastructure outside the MARC-owned equipment. MARC will provide technical support for the central system software.

Work inside the Traffic Controller Cabinet

When work is performed that involves the opening of a traffic controller cabinet, the member agency will coordinate with the contractor and have a representative in the field. The member agency will test and approve/disapprove the work performed by the contractor and inform MARC of the fact.

The Traffic Operations Center

MARC will staff OGL operations at the Traffic Operations Center (TOC). The TOC is currently co-located with the KC Scout program and offices in the MoDOT KC District offices.

The TOC will be staffed as determined by MARC. MARC expects to coordinate with Kansas City Scout and use the video monitoring capabilities available at the KC Scout TOC to alleviate congestion along arterials.

The staff will interact with citizens and the media and provide answers to traffic signal timing questions on OGL signals.