BLUE SPRINGS
MISSOURI

CITY COUNCIL MEETING

January 5, 2026, 6:00 PM

Council Chambers
Howard L. Brown Public Safety Building
1100 SW Smith Street
Blue Springs, Missouri 64015
This meeting can be viewed live on the City's website at
https://www.bluespringsgov.com/CityMeetingsLive

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

Agenda

1. Call meeting to order and Pledge of Allegiance

2. Confirmation of a Quorum

3. Consent Agenda

   All matters under Item 3, Consent Agenda, are considered to be routing 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 December 15, 2025, City Council meeting

b. Resolution No. 001-2026 approving a Disposition of Records

c. Resolution No. 002-2026 approving a contract for the purchase and installation of playground equipment and surface at Rotary Park

d. Resolution No. 003-2026 approving an amendment with Stantec Consulting Services Inc. for design development services and construction administration related to Southwest Park

e. Resolution No. 004-2026 approving a purchase from DC Structures of an event venue kit

f. Resolution No. 005-2026 approving terminating the Memorandum of Understanding between the City and Redwood Blue Springs Southwest Wyatt Road MO P1 LLC, and approving an agreement with Pentwater Apartments Phase I LLC for sanitary sewer gravity main installation

4. Public Hearing – SE Sunnyside School Road, Public Works Building Vacation (VAC-11-25-9743)

5. Introduction and readings of Bill No. 5374 approving a SE Sunnyside School Road, Public Works Building Vacation (VAC-11-25-9743)

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

7. Introduction and readings of Bill No. 5375 approving a funding agreement for the Surface Transportation Block Grant with the Missouri Department of Transportation for construction of sidewalk improvements along 7 Highway

8. Introduction and readings of Bill No. 5376 approving a funding agreement for the Transportation Alternatives Program with the Missouri Department of Transportation for construction of sidewalk improvements along State Route 7 Highway

9. Introduction and readings of Bill No. 5377 approving a funding agreement for construction and improvements to AA Highway from 40 Highway to eastern City Limits

10. Introduction and readings of Bill No. 5378 approving an Intergovernmental Agreement with the Land Bank of Blue Springs

11. Introduction and readings of Bill No. 5379 calling an Election for the issuance of revenue bonds for the water and sewer systems and treatment plant by the City

12. Discussion – Evaluation of church property to host City events

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

14. Councilmember Comments

15. Mayoral Comments

16. Adjourn

Upcoming Meetings

World Cup Task Force – Monday, January 5, 10:00 AM

Park Commission Meeting – Tuesday, January 6, 6:00 PM

Planning Commission Meeting – Monday, January 12, 6:30 PM

Public Arts Commission Meeting – Wednesday, January 14, 4:00 PM

Martin Luther King Day – **City Services Closed** – Monday, January 19

Land Bank – Tuesday, January 20, 3:00 PM

City Council Meeting – Tuesday, January 20, 6:00 PM

Planning Commission Meeting – Monday, January 26, 6:30 PM

Public Safety Citizen's Advisory Board Meeting – Tuesday, January 27, 6:00 PM

City Council Meeting – Monday, February 2, 6:00 PM

This agenda was posted at City Hall and on the City's website on Wednesday, December 31, 2025.

Erin Ford, City Clerk

BLUE SPRINGS
MISSOURI

EXPLANATIONS

DATE: December 31, 2025

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

FROM: City Administrator Christine Cates

SUBJECT: Agenda Explanations

Item 3b – Disposition of Records

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

Item 3c – Contract for Rotary Park Playground Equipment and Surface

Adopt a Resolution approving a contract with Athco Acquisition Corp for the purchase and installation of playground equipment and surface at Rotary Park in the amount of $906,052.00. This project is included in the FY 2025/26 CIP as project #PR-17. Refer to Council Information Form from Parks Director Justin Stuart for additional information.

Item 3d – Amendment to Stantec Contract for Southwest Park

Adopt a Resolution approving an amendment to Contract Number 2025-065 with Stantec Consulting Services Inc. for Design Development Services and Construction Administration services resulting in an increase in Basic Services and Supplemental Services related to the design and construction of Southwest Park. Refer to Council Information Form from Assistant City Administrator Dennis Dovel for additional information.

Item 3e – Purchase from DC Structures of Event Venue Kit

Adopt a Resolution approving a purchase in the amount of $1,522,340.40 from DC Structures for an events venue kit package (materials only) for Southwest Park, CIP project PR-71. Refer to Council Information Form from City Administrator Dennis Dovel for additional information.

Item 3f – Termination of Previous Agreement and new Agreement with Pentwater Apartments for Sanitary Sewer Main Installation

Adopt a Resolution terminating the Memorandum of Understanding between the City and Redwood Blue Springs Southwest Wyatt Road MO P1 LLC, and approving an agreement with Pentwater Apartments Phase I LLC in the amount not to exceed $300,000 for sanitary sewer gravity main installation. The project funding source is approved as CIP SAN-19 for Sewer Infrastructure Deployment

Items 4 & 5 – Vacation for Public Works Facility Expansion.

A public hearing is being held at the request of the Applicant, the City of Blue Springs, for consideration of the vacation of a Right-of-Way easement located generally at the City of Blue Springs Public Works Facility Expansion. (VAC-11-25-9743) Upon conclusion of the public hearing, a Bill vacating the easement will be ready for introduction and

readings. Refer to Council Information Form from Interim City Development Director Nic Hutchison for additional information.

Item 7 – Funding Agreement with MoDot for Surface Transportation Block Grant for 7 Highway Improvements

Passage of a Bill approving a modified funding agreement with the Missouri Highways and Transportation Commission in care of the Missouri Department of Transportation, otherwise known as MoDOT, for the construction of sidewalk improvements, in FY2028 along State Route 7 Highway between 40 Highway and SW Lake Village Road / SW Liggett Road (CIP ST-43), STBG 1207(408). Refer to Council Information Form from Assistant City Administrator Dennis Dovel for additional information.

Item 8 – Funding Agreement with MoDot for Transportation Alternatives Program for 7 Highway Improvements

Passage of a Bill approving a modified funding agreement with the Missouri Highways and Transportation Commission in care of the Missouri Department of Transportation, otherwise known as MoDOT, for the construction of sidewalk improvements, in FY2026 along State Route 7 Highway between 40 Highway and SW Lake Village Road / SW Liggett Road (CIP ST-43), TAP 9901 (447). Refer to Council Information Form from Assistant City Administrator Dennis Dovel for additional information.

Item 9 – Funding Agreement with MoDOT for AA Improvements

Passage of a Bill approving a modified funding agreement with the Missouri Highways and Transportation Commission in care of the Missouri Department of Transportation (MoDOT) for the construction improvements to AA Highway, in FY2027 along State Route AA Highway between 40 Highway and the eastern city limits (CIP ST-52), STBG 9901(448). Refer to Council Information Form from Assistant City Administrator Dennis Dovel for additional information.

Item 10 – Land Bank Agreement

Passage of a Bill approving an Intergovernmental Agreement with the Land Bank of Blue Springs, Missouri to provide administrative and operational support. Refer to Council Information Form from City Clerk Erin Ford for additional information.

Item 11 – Bond Election for Water and Sewer Systems and Treatment Plant

Passage of a Bill calling an Election for the issuance of $65,000,000 in revenue bonds for the water and sewer systems and treatment plant by the City of Blue Springs. Refer to Council Information Form from City Administrator Christine Cates for additional information.

Item 12 – Discussion – Evaluation of Church Property for World Cup Events

Councilmembers Ericson and Kaylor will lead the discussion regarding evaluation of the Church property to host City events related to the upcoming World Cup. At the conclusion of the discussion a Motion is in order to direct staff

CITY OF BLUE SPRINGS, MISSOURI
MINUTES OF COUNCIL MEETING
December 15, 2025

A meeting of the City Council of the City of Blue Springs, Missouri, was held on Monday, December 15, 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
Jeremy Rowan

Also present were City Administrator Christine Cates, City Attorney Jennifer Baird, 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 Deputy 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 Brummel.

- Minutes of the December 1, 2025 City Council Meeting
- **Resolution No. 105-2025** approving a contract in the amount of $193,255.00 with CR Fence LLC for fence replacement at Hidden Valley Softball Fields
- **Resolution No. 106-2025** approving a purchase in the amount of $362,887.00 from Molle Chevrolet Inc. for six Chevrolet Tahoe patrol vehicles
- **Resolution No. 107-2025** ratifying an emergency expense in the amount of $157,445.78 to the Missouri Highways and Transportation Commission for 7 Highway sidewalks

The Consent Agenda was approved with the following vote:

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

PRESENTATION – PROCLAMATION FOR BLUE SPRINGS SOUTH HIGH SCHOOL GIRLS CROSS COUNTRY TEAM

Mayor Lievsay and Council recognized the Blue Springs South High School Girls Cross Country Team as the Missouri Class 5 state Cross Country Champions.

PUBLIC HEARING – BROOKSIDE ESTATES AMENDED PLANNED UNIT

Mayor Lievsay advised the Council that the Amended Planned Unit Development Concept Plan for Brookside Estates at Chapman Farms has been withdrawn (PUDC-10-25-9711).

DRAFT

DEVELOPMENT CONCEPT PLAN (PUDC-10-25-9711) – WITHDRAWN

INTRODUCTION AND 1ST READING – BILL NO. 5372 – SURPLUS PROPERTY AND REQUEST FOR PROPOSALS

Councilmember Kaylor introduced Bill No. 5372 declaring as surplus the City-owned real property located at 204 NW 15th Street and authorizing the issuance of a Request for Proposals for the purchase and redevelopment of the site. Deputy City Clerk Megan Rodgers made the first reading of Bill No. 5372 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Ericson moved to approve Bill No. 5372 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Tholen and carried unanimously.

2ND READING – BILL NO. 5372

Ms. Rodgers made the second reading of Bill No. 5372 by title. Councilmember Edmondson moved to adopt Bill No. 5372 upon its second reading and give it **ORDINANCE NO. 5471,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Tholen and carried with the following vote:

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

INTRODUCTION AND 1ST READING – BILL NO. 5373 – 2026 HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM

Councilmember Kaylor introduced Bill No. 5373 approving an Intergovernmental Agreement with Mid-America Regional Council's Solid Waste Management District to participate in the 2026 Regional Household Hazardous Waste Collection Program in the amount of $69,820.44. Deputy City Clerk Megan Rodgers made the first reading of Bill No. 5373 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Ericson moved to approve Bill No. 5373 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Tholen and carried unanimously.

2ND READING – BILL NO. 5373

Ms. Rodgers made the second reading of Bill No. 5373 by title. Councilmember Edmondson moved to adopt Bill No. 5373 upon its second reading and give it **ORDINANCE NO. 5472,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Rowan and carried with the following vote:

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

PRESENTATION – FLOCK SAFE CITY

Ryan Mertz of Flock Group Inc. presented the Flock Safe City Program and addressed questions from the Council.

RESOLUTION 108-2025 – FLOCK SAFE CITY

Councilmember Ericson moved to adopt Resolution No. 108-2025 approving a contract with Flock Group Inc. for the Safe City program. Motion seconded by Councilmember Kaylor and carried unanimously.

DISCUSSION

Councilmembers Kaylor and Ericson led Council in a discussion regarding Intoxicating Hemp Products.

MOTION TO DIRECT STAFF

Councilmember Ericson moved to direct staff to research and create an Ordinance or Ordinances to regulate hemp products and various cannabinoids, as well as kratom products and bring it back by the second meeting in February. Motion seconded by Councilmember Kaylor and carried unanimously.

VISITORS

Citizen Neil Kellis spoke requesting updates regarding the development of property located at the intersection of Duncan Road and Adams Dairy Parkway.

COUNCIL COMMENTS

Councilmember Edmondson reminded the public that December 19 and December 20 would be the last opportunity to see Santa at the North Pole Trail of Lights for the 2025 season.

Councilmember Brummel thanked the Police Department for participation in Shop with a Cop on December 13.

MAYORAL ANNOUNCEMENTS

- City offices will be closed December 24-26 in observation of the Christmas holiday
- Blue Surf Bay will celebrate Noon Year's Eve on December 31
- Vesper Hall will host a Christmas lunch on December 19
- Blue Surf Bay is hosting a Ninja Cross competition on December 19
- A virtual Town Hall will be held on December 17 to discuss snow removal

ADJOURNMENT

At 6:42 p.m., there was no further business to come before the Council, Councilmember Kaylor moved the meeting be adjourned. Motion seconded by Councilmember Brummel and carried unanimously.

CITY OF BLUE SPRINGS

ATTEST

_____
Chris Lievsay, Mayor

_____
Megan Rodgers, Deputy City Clerk

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: December 18, 2025

ITEM TYPE: Resolution

SUBMITTED BY: Erin Ford

CONTRACT NUMBER: N/A

DEPARTMENT: Administration

STRATEGIC PLAN PRIORITY: Organizational Health

ITEM DESCRIPTION

Adopt a Resolution to approve the disposition of Information Technology, Finance, and Public Works 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

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

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Immediately
Estimated End Date	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with disposition list attached as Exhibit A.

REVIEWED BY

Requesting Director: Erin Ford

Legal: N/A

Administration: George Schmitz

City Administrator: Christine Cates

Budget: N/A

Resolution No. 001-2026

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, Finance, and Public Works 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 5th day of January 2026.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

Exhibit A

BLUE SPRINGS
MISSOURI

Disposition of Records

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 cameras, excluding records that have been retained for official investigative or other legal purpose	Ongoing per policy
N/A		All employee emails in Sent Items, Deleted Items, Junk, and Clutter Folders more than 395 days old	Ongoing per policy
Floppy Discs	1995	Duplicate - 1995 W-2 report	01/06/2026
USB Drive	2013-2020	2020 4th Quarter Emergency Contact List, 2013 CJCEMA Local Emergency Operations Plan	01/06/2026

Approved by Resolution _____-_____

To be completed by Records Manager:

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 6th day of January 2026.

_____

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: November 24, 2025
ITEM TYPE: Resolution
SUBMITTED BY: Justin Stuart
CONTRACT NUMBER:
DEPARTMENT: Parks and Recreation
STRATEGIC PLAN PRIORITY: Infrastructure

ITEM DESCRIPTION

Adopt a Resolution approving a contract with Athco Acquisition Corp for the purchase and installation of playground equipment and surface at Rotary Park in the amount of $906,052.00. This project is included in the FY 2025/26 CIP as project #PR-17.

BACKGROUND

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 in years 2018 - 2022. Additionally, the residents on April 6, 2021, approved an extension of the Park Sales Tax with no expiration date. The program also outlined specific Park Maintenance projects through 2026. One of the projects outlined in the renewal to residents is the replacement of the large playground at Rotary Park.

Staff worked with Athco Acquisition Corp (Athco), the local representative for Landscape Structures, Inc. on the designs to meet budget and scope. The playground at Rotary Park

will include new equipment, surface and site work - see playground images attached. The playground will be installed in the same location as the existing playground at Rotary Park. The project was identified in the 2021 Park Sales Tax renewal program.

The pricing provided by Athco was obtained through the Greenbush Cooperative Purchasing Agreement in which playground equipment and installation were competitively bid and has been used over the past few years in the renovations of playgrounds throughout the community. It is anticipated the work will begin in Spring 2026 and continue through Summer 2026, dependent on weather conditions. The playground will be complete and ready for use by the Fall of 2026.

Staff recommends approval for the purchase and installation of the Rotary Park Playground for $906,052.00 with Athco Acquisition Corp.

FINANCIAL IMPACT

Contractor:	Athco Acquisition Corp
Amount of Request/ Contract:	$906,052
Amount Budgeted:	$1,100,000
Budget Year:	FY 2025-26
Funding Source/Account #:	158-73000-544100 PR-17
Account Balance:	$1,094,625 Date: 12/16/2025

PROJECT TIMELINE

Estimated Start Date	January 6, 2026
Estimated End Date	November 6, 2026
Years and Months Contract in effect	10 months
Number of times renewable	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Playground images
2. Resolution with Contract attached as Exhibit A.

REVIEWED BY

Requesting Director: Justin Stuart

Legal: James Newell

Administration: George Schmidt

City Administrator: Christine Cates

Budget: Lori Turner

SUPPORTING DOCUMENTS

Document	**Required**	**If not required, explain**
Certificate of Insurance:	Yes	
E-Verify:	Yes	
Bond:	Yes	
IRS Form W-9	Yes	Finance Review: Click or tap to enter a date.
Bid/RFP/RFQ and Tabulation	N/A	
Bid Waiver: (less than three bids)	Yes	
Contractor address and email:	Yes	13500 W 108th St Lenexa, KS 66215

		mcline@athcollc.com
Project Exemption Certificate needed:	Yes	



landscape structures

Rotary Park

1187018-01-07-02 · 10.24.2025

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landscape structures

Rotary Park

1187018-01-07-04 · 10.24.2025

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Your Premier Athletic & Recreation Source

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ART APPROVAL

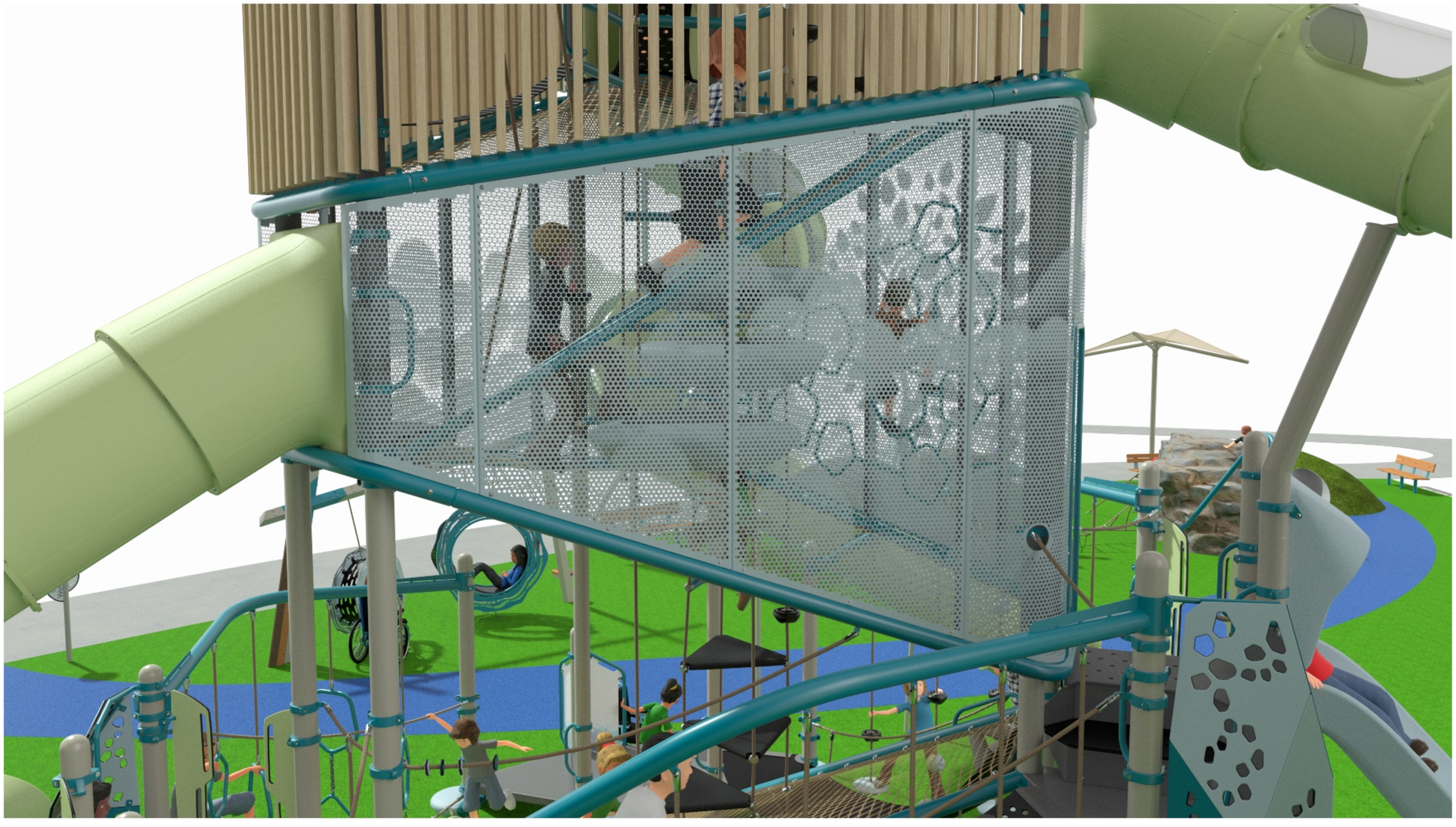
landscape structures

PLEASE REVIEW AND APPROVE THE FOLLOWING:

Color, Verbiage, Layout/size, and Overall Graphic.
I verify that I own or otherwise possess all necessary rights with respect to the user-submitted images, and that the user-submitted images do not infringe, misappropriate, use without authorization, disclose without authorization, or otherwise violate any copyright, trademark, trade secret, other intellectual property right, or a property right of any third party.

This approval confirms all major design work has been completed and accurately reflects the direction specified. This rendering remains a conceptual approximation as custom products are subject to final engineering including, but not limited to, hardware placement and minor changes related to standards and manufacturing capabilities. Each change following this approval will require a change order and impact the delivery date.

SIGNATURE DATE



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Resolution No. 002-2026

A RESOLUTION APPROVING A CONTRACT WITH ATHCO ACQUISITION CORP FOR THE PURCHASE AND INSTALLATION OF ONE COMPLETE PLAYGROUND AT ROTARY 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 design options for the purchase and installation of a playground at Rotary 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 $906,052.00.

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

Section 1. The City Administrator is hereby authorized to enter into a contract with Athco Acquisition Corp for purchase and installation of a playground in Rotary Park in the amount of $906,052.00. A copy of the proposed Contract is attached hereto as Exhibit “A” and is incorporated herein.

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 5th day of January 2026.

CITY OF BLUE SPRINGS

ATTEST:

Chris Lievsay, Mayor

Erin Ford, City Clerk

EFFECTIVE DATE: January 6, 2026	TERMINATION DATE: November 6, 2026	CONTRACT NUMBER:

CITY	CONTRACTOR
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**	**Athco Acquisition Corp** **13500 W. 108th St** **Lenexa, KS 66215**
Department:Parks and Recreation	Attention: Matt Cline
Phone: 816-228-0137	Phone: 913-469-5600

PUBLIC WORKS CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____ 202__, by the parties identified above.

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

7. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this Contract exceed the sum of **$906,052.00** 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.

Choose a building block.

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. 32 , 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. The business entity and any subcontractor of the business entity shall be required to provide the affidavits described in this section to the City on an annual basis. The business entity is not required to provide the E-Verify Memorandum of Understanding, or similar document, showing the business entity is in fact, enrolled in E-Verify or similar program each year unless the business entity has updated or entered into a new Memorandum of Understanding. A federal work authorization program is any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L.99-603. *A business entity is any person or group of persons*

performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term business entity shall include but not be limited to self-employed individuals (except it shall not include a self-employed individual with no employees), partnerships, corporations, contractors, and subcontractors.

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

Work Authorization Affidavit

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

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

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

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

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

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

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

1. My name is _____ and I am currently the _____ of _____ (hereinafter "Company"), whose business address is _____, and I am authorized to make this Affidavit.

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

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

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

_____ _____
Affiant / Contractor Printed Name

Subscribed and sworn to before me this _____ day of _____, 20___.

_____
SEAL 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. This Contract supersedes all other agreements and conditions, including, but not limited to the Exhibits attached to this Contract.

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

ATHCO ACQUISITION CORP

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

Digitally signed by Matt Cline
DN: C=US, E=mcline@athcollc.com, O=ATHCO, CN=Matt Cline
Date: 2025.12.16 12:01:50-06'00'

CITY OF BLUE SPRINGS, MISSOURI

_____
Christine Cates, City Administrator

APPROVED AS TO FORM

_____
James Newell, City Attorney

Exhibit 1 to Contract Scope of Work		
Name of Contractor	Athco Acquisition Corp	
Scope of Work (Job Description)	Installation of new playground equipment and surface material at Rotary Park. Work includes demolition and removal of existing equipment, grading of site, installation of new equipment, restoration of turf around the installation site, concrete curbs and turf surfacing as designed, described more in detail in the quote attached hereto as Attachment A All work shall be performed in accordance with Contractor's quote dated August 18, 2025 attached hereto and incorporated herein as Attachment A.	
Start Date	January 6, 2026	
Interim Deadlines (if applicable)	**Date**	**Phase of Project To Be Completed**
Final Completion Deadline	November 6, 2026	
Reimbursable Expenses	☒ None ☐ Travel, Lodging, Meals, Phone Calls, Copying, Postage	
Maximum Payment	$906,052.00	Maximum payment for services rendered
	$	Maximum amount of expenses to be reimbursed
	$906,052.00	Total maximum amount to be paid to Contractor
Method of Payment	☐ Lump sum of entire amount upon satisfactory completion of project ☐ Monthly payments based on rate of $ per hour ☒ Incremental payments as follows: Monthly as billed ☐ % retainage held until completion of project.	

ATTACHMENT A

Quote

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

Prepared by: Matt Cline

Date: 8/18/2025

All prices subject to acceptance within 30 days

To accept this quote, sign here and return

TO: Justin Stuart
Director of Parks and Recreation
City of Blue Springs
Rotary Park

Payment Terms Net 30 days

Description	QTY	UNIT PRICE	TOTAL
Landscape Structures Smart Play Volo Aire w/ (3) Slides and Personalized Perf.	1	$ 609,720.00	$ 609,720.00
Fox Den Hangouts	1	$ -	$ -
AdventureScapes Design 6	1	$ -	$ -
Chill Spinner	2	$ -	$ -
Curva Spinner	1	$ -	$ -
SkyWays 10'x10' Single Post Hypar, 10' Entry	2	$ -	$ -
Wood-Grain Bench 70" w/Back 2x4 Cedar Slats w/o Armrests	5	$ -	$ -
3-Bay Forma Swing Frame with Flexx Swing, Full Bucket Seat, (2) Belt Seat, Molded Bucket Seat w/ Harness for Ages 5-12	1	$ -	$ -
10' Dia. Pre-Fab Turf Mound with 24" Diameter Tunnel	1	$ -	$ -
7,350 Sq. Ft. Discovery Grass with (19) Trample Zones in High Wear Areas, Blue "River" Pattern, Pad, 4" Rock, and Composite Nailer Boards	1	$ -	$ -
		$ -	$ -
Quoted per GREENBUSH CONTRACT #24.6 ESC-PLAYGROUND-REC2024		$ -	$ -

SUBTOTAL	$ 609,720.00
INSTALLATION OPTION	$ 296,332.00
FREIGHT	Included
SALES TAX - N/A	N/A
Quote Total	$ 906,052.00

NOTES: **50% down payment due at time of order; balance to be invoiced upon completion.** Scope of work includes: demo of existing equipment and site prep to grade, delivery and offloading of new equipment, footing excavation and pouring concrete footers, labor to install quoted equipment, 4" concrete base for PIP with drain tile, 10' diameter pre-fab turf berm, and trash haul off. Existing keystone periemter wall to stay.

Owner responsible for relocating any utilities 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!

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: December 19, 2025

ITEM TYPE: Contract

SUBMITTED BY: Dennis Dovel

CONTRACT NUMBER: 2025-065

DEPARTMENT: Parks & Recreation

STRATEGIC PLAN PRIORITY: Infrastructure

ITEM DESCRIPTION

Adopt a Resolution approving an amendment to Contract Number 2025-065 with Stantec Consulting Services Inc. for Design Development Services and Construction Administration services resulting in an increase in Basic Services and Supplemental Services related to the design and construction of Southwest Park.

BACKGROUND

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

In 2019-20 the City hired Stantec Consulting Services Inc. (Stantec) through an RFQ process to conduct a Park Master Plan needs study and to develop a conceptual design for Southwest Park and Roscoe Righter Park. This work is being used to develop the construction documents and facility amenities for Southwest Park as part of the Parks Sales Tax program, promised to residents in the renewal initiative. With an over 80% passage and the growth in the southern boundaries, it is important to continue working towards providing the Community with a public park south of Moreland School Road.

On May 19, 2025, the City Council by Resolution No. 35-2025 hired Stantec Consulting Services Inc. to provide design services for the construction of Southwest Park. On November 3, 2025 by Resolution No. 95-2025 City Council entered into a contract with Newkirk Novak Construction Partners to provide pre-construction services and general construction services for Southwest Park. Stantec Consulting Services Inc. along with consultants, Newkirk Novak Construction Partners and staff have completed the schematic design phase and are moving to design development, construction documents and construction administration. At the time of entering into the agreement with Stantec Consulting Services Inc. it outlined, at this point, that an amendment to the contract would be required to move into this phase of the project.

The design development and construction document phase will take approximately 9 months to complete. Once these two phases are complete bonds will be issued for the project, and construction should begin in the fourth quarter of 2026. The current timeline for completion of the project including construction would be to open in late 2027 or early 2028.

Included in the design development and construction document phase are several sub-consultants to Stantec including civil and structural engineering, mechanical, electrical, plumbing, lighting design, security design, interior design and playground design

coordination. All sub-consultants are included in the amendment Stantec Consulting Services Inc. has provided. The total amendment for these services is $2,177,316.

Staff recommend approval of the amendment with Stantec Consulting Services Inc. in the amount of $2,177,316.

FINANCIAL IMPACT

Contractor:	Stantec Consulting Services Inc.
Amount of Request/ Contract:	$2,177,316
Amount Budgeted:	$25,000,000
Budget Year:	FY 2026-27
Funding Source/Account #:	158-73000-544100 PR-71
Account Balance:	$ 0.00 Date: 12/19/2025
Additional Funds Needed:	$ 2,177,316
Funding Source/Account #:	Bond Proceeds to be issued October 2026
Revenue to be Received:	$
Revenue Account No.	--

PROJECT TIMELINE

Estimated Start Date	January 6, 2026
Estimated End Date	December 31, 2028
Years and Months Contract in effect	2 years
Number of times renewable	0

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with contract attached as Exhibit A.

REVIEWED BY

Requesting Director: Dennis Dovel

Legal: James Newell

Administration: George Schmitz

City Administrator: Christine Cates

Budget: Christine Cates

SUPPORTING DOCUMENTS

Document	**Required**	**If not required, explain**
Certificate of Insurance:	Yes	On file
E-Verify:	Yes	On file
Bond:	No	
IRS Form W-9	Yes	On file, 12/30/25
Bid/RFP/RFQ and Tabulation	N/A	
Bid Waiver: (less than three bids)	No	
Contractor address and email:	Yes	Stantec Consulting Services Inc. 7208 W. 80th Street Suite 201 Overland Park, KS 66204 Kelly VanElders kelly.vanelders@stantec.com
Project Exemption Certificate needed:	No	

Resolution No. 003-2026

A RESOLUTION APPROVING AN AMENDMENT TO CONTRACT NUMBER 2025-065 WITH STANTEC CONSULTING SERVICES INC FOR ADDITIONAL SERVICES AND FEES FOR THE DESIGN AND CONSTRUCTION OF SOUTHWEST PARK

WHEREAS, the City of Blue Springs entered into an agreement for architectural services with Stantec Consulting Services Inc. related to the design and construction of Southwest Park; and

WHEREAS, the initial scope of services with Stantec Consulting Services Inc. was for schematic design; and

WHEREAS, the project is ready to begin design development, construction documents and construction administration; and

WHEREAS, there are additional supplemental services required related to civil and structural engineering design, telecommunication / data design, finishes and other design elements included in the amended cost; and

WHEREAS, the additional cost for the scope of service with Stantec Consulting Services Inc. is $2,177,316.

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

Section 1. The City Administrator is hereby authorized to enter into a contract with Stantec Consulting Services Inc for additional design services for the Southwest Park project for an additional amount of $2,177,316. A copy of the proposed Contract is attached hereto as Exhibit “A” and is incorporated herein.

Section 2. City staff is directed to perform all tasks necessary to implement said contract including submitting a budget amendment to Council for approval..

Section 3. The City expects that expenditures will be made, by or on behalf of itself, after the date of adoption of this Resolution in connection with the Project, and the City intends to reimburse itself for such expenditures with proceeds of the Bonds issued in October 2026.

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 5th day of January 2026.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

EXHIBIT A

EFFECTIVE DATE: January 6, 2026	**TERMINATION DATE:** December 31, 2028	**CONTRACT NUMBER: 2025-065**
CITY	**CONTRACTOR**	
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**	**Stantec Consulting Services Inc.** **7208 W. 80th St.** **Suite 201** **Overland Park, KS 66204**	
Department: Parks and Recreation	Attention: Kelly VanElders	
Phone: 816-228-0265	Phone: 913-905-3415	

AMENDMENT TO CONTRACT NO. 2025-065

THIS AMENDMENT is made and entered into on the _____ of _____ 202__, between City of Blue Springs, Missouri ("City") and Stantec Consulting Services Inc ("Contractor").

WHEREAS, the City entered into Contract No. 2025-065 with Contractor with an effective date of May 1, 2025, for services generally identified as Schematic Design of Southwest Park; and

WHEREAS, the City has requested and/or identified additional services to be performed by Contractor, due to moving into Design Development, Construction Documents and Construction Administration phases of the project.

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

1. Scope amended as follows: Provide Design Development, Construction Documents and Construction Administration services for the design and construction of Southwest Park.

   All work shall be performed in accordance with Contractor's proposal dated December 18, 2025 attached hereto and incorporated herein as Attachment A.

2. Amended cost. This amendment adds an additional cost of $2,177,316, bringing the total contract cost for the October 1, 2025 fiscal year, including this amendment, to $2,471,416.

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.

STANTEC CONSULTING SERVICES INC

By: _____
Name: Dan Lavender
Title: Principal

CITY OF BLUE SPRINGS, MISSOURI

_____
Christine Cates, City Administrator

APPROVED AS TO FORM

___/s/ James Newell__
James Newell, City Attorney

AUTHORIZATION FOR ADDITIONAL SERVICES

		Date	**18 December 2025**
"Stantec"	Stantec Consulting Services Inc.	Stantec Project # Stantec Pipeline #	190300327
	7208 W. 80th St, Suite 201, Overland Park, KS 66204 Ph: (913) 905-3415 email: kelly.vanelders@stantec.com		
Client	City of Blue Springs, MO	Client Project #	25-1141
	425 NE Mock Ave, Blue Springs, MO 64104 Ph: (816) 228-0186 enter extension # or space to clear if none email: ddove@bluespringsgov.com		
Project Name and Location:	SW Park - DD_CA Services	Change Order #	01

This is authorization for Stantec to perform additional services on the project as noted above.

A. Stantec agrees to perform the following additional service(s):
See Exhibit Attachments from Stantec as Prime and their sub-consultants related exhibits for Design Development, Construction Documents, and Construction Administration.

B. Client agrees to compensate Stantec for such additional services in accordance with the terms of the initial agreement for additional amount(s) stated below:
$2,160,675 Plus Reimbursable Expenses not to exceed: $16,641

C. All other terms and conditions of the original agreement shall remain in full force and effect.

Effect on Schedule: Project begins *January 5th 2025 and is anticipated to follow the following timeframe:

DD: *January 5th - May 29th CD: *June 1st - October 2nd

CA: determined by the CMAR - we have reserved 14 months for scope and fee purposes.

*Schedule will adjust according to date of signed contract.

By signing below, the parties agree and affirm that each has reviewed and understands the provisions set out above and that each party shall be bound by each and all of said provisions. A copy of this agreement shall serve and may be relied upon as an original.

Stantec Consulting Services Inc.

Kelly VanElders, Principal
Print Name and Title

Signature VanElders, Kelly Digitally signed by VanElders, Kelly DN: CN="VanElders, Kelly", OU=Internal, OU=users, OU=stantec, DC=corp, DC=ads Date: 2025.12.18 16:58:36-06'00'

Date Signed:

Dan Lavender, Principal
Print Name and Title

Signature

Date Signed: 12/18/25

City of Blue Springs, MO

Dennis Dovel, Asst. City Administrator
Print Name and Title

Signature

Date Signed:

Christine Cates, City Administrator
Print Name and Title

Signature

Date Signed:

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

December 8, 2025
File: BD-1903 SW Park-DD-CA Phases

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

Dear Dennis,

Reference: Southwest Park – Authorization for Amendment to provide Landscape Architecture and Project Management Services continuing as Prime Consultant

Thank you for the opportunity to continue in our role as prime consultants and to move into the implementation phase for the Southwest Park project! The following Scope of Services and Fee Exhibit outlines the responsibilities and deliverables as landscape architectural and lead consultant associated with the Design Development (DD), Construction Documents (CD), and Construction Administration (CA) phases of the Southwest Park (SW Park) project. This document was prepared by Stantec, the Prime Consultant, in collaboration with the City of Blue Springs and the broader consultant team.

This scope reflects a comprehensive understanding of the project's goals, site context, and stakeholder priorities. It is informed by the previously completed master plan and subsequent schematic design efforts, as well as ongoing coordination with the city, the Construction Manager at Risk (CMAR) Newkirk Novak Construction Partners (NNCP), and a multidisciplinary team of subconsultants. The scope is structured to support a collaborative, phased delivery approach that ensures design excellence, constructability, and alignment with the City's budget and schedule expectations.

Project Understanding
The Southwest Park (SW Park) project is a transformative 55-acre community park located in Blue Springs, Missouri. Building upon a previously completed master plan and the current Schematic Design(SD), this project now enters the Design Development (DD), Construction Documents (CD), and Construction Administration (CA) phases. The park is envisioned as a regional destination offering a diverse range of recreational, ecological, and cultural amenities. Key features include a signature venue building, water play area, expansive playground, tree walk, bike park, central lawn, streamway enhancements, and woodland restoration. The project is being delivered under a Construction Manager at Risk (CMAR) model, with Stantec serving as the Prime Consultant and Newkirk Novak Construction Partners (NNCP) as the CMAR. The design team is committed to delivering a resilient, inclusive, and community-centered park that reflects the City of Blue Springs' vision for a vibrant public space. In addition to managing the overall project, Stantec will be managing the sub-consultant coordination of a prefabricated venue building and associated park shelters that are being fabricated by DC Structures.

Reference: **Southwest Park – Authorization for Amendment to provide Landscape Architecture and Project Management Services continuing as Prime Consultant**

Consultant Team and Roles

Firm / Individual	Role / Scope
City of Blue Springs	Client – Project oversight, approvals and final decisions, PO and invoice processing.
Stantec	Prime Consultant / Project Manager – Overall project leadership, landscape architecture, coordination with client, CMAR, and subconsultants. Site layout, preliminary grading, and hardscape design. Venue and Shelter design and sub-consultant coordination. Planting design, and detailing. CA Documentation, coordination, and QA/QC
KBID (Kali Buchanan Interior Design)	Interior Design of the park's venue structure, and limited FFE.
LFA (Langford Fendler + Associates	Mechanical, Electrical, Plumbing (MEP) for the venue
STAND Structural Engineering	Structural Engineering – tree walk and it's footings
Wilson & Company	Civil Engineering – Final grading, utilities, stormwater, and parking, interior roads.
BranchPattern	AV, Telecom, Security, Acoustics – Design and coordination for integrated systems
CPLD (Clint Paugh Lighting Design)	Lighting Design – Interior and exterior lighting for venue and tree walk.
BAA (Better Ask Angela)	Wedding and conference venue consulting.
NNCP (Newkirk Novak Construction Partners)	CMAR – Preconstruction services, cost estimating, constructability reviews, construction sequencing, and GMP development
NNCP (Newkirk Novak Construction Partners)	CMAR - Project construction and coordination with DC Structures and all consultants.
LSI (Landscape Structures Inc.) (Coordinating partner, not under contract with Stantec)	Playground Design – Equipment layout, safety zones, surfacing, and installation coordination
Aquatix (Coordinating partner, not under contract with Stantec)	Water Play Area – Splash pad supply and spray features, mechanical & electrical systems, and coordination with civil and landscape architecture teams
(Potential sub-consultant) Trimark USA	Kitchen design consulting – add if needed

Reference: **Southwest Park – Authorization for Amendment to provide Landscape Architecture and Project Management Services continuing as Prime Consultant**

STANTEC scope of services as the Project Prime Consultant and Landscape Architect.
(see attached Exhibits for Civil Engineering Services by Wilson & Company, Interior Design Services by KBID, Structural by Stand SEI, Lighting design by CPLD, Venue Consulting by BAA, AV, Telecom, Security, Acoustics by BranchPattern, and MEP by Lankford-Fendler. All will be sub-consultants to Stantec). Dates for the DD and CD tasks are predetermined and indicated in the Authorization for Additional Services document. The actual timeframe for CA will be determined by the CMAR. Extending beyond the anticipated 14 month construction period by more than 2 months will be subject to review of scope and fee limits for potential additional services. Scope and fees have been generated based on the budget allocations provided during the SD phase of an assumed total project construction costs between $28-30,000,000. This estimate evolved from the master plan estimate and occurred prior to the project CMAR providing a preliminary cost estimate.

PARK PROGRAM ELEMENTS TO BE DESIGNED BY LANDSCAPE ARCHITECT (Per current schematic design)

1. Crescent hill open flex play area, picknick zones, shelters, and bike park.
2. Park drives, pedestrian connections and park pathways
3. Blue and Green water way, forest floor management, and park landscaping & signage.
4. Venue setting: outdoor event spaces, celebration terrace, entry gardens and foundation plantings around the building.
5. North Woods tree walk, ground paths, trails, and coordination with LSI/Aquitx play structures and water play area.
6. Coordination of all on site prefab restrooms and shelters (designed by manufacture DC Structures)
7. Coordination of pre-engineered maintenance building and design. (manufacture TBD)
8. Coordination of pre-engineered venue building (designed by manufacture DC Structures)

TASK 1 – DESIGN DEVELOPMENT – January 5-May 31, 2026

Scope & Deliverables period will begin upon completion of signed agreement.

- Landscape Architecture
  Refine schematic design concepts into detailed DD-level plans for all park elements listed above. Specific scope area details:
  - Water Play Area
    - Collaborate with ATHCO and Aquatix to define water feature programming, mechanical system sizing, and tank placement.
    - Integrate splash pad with adjacent play pods and seating areas.
    - Ensure ADA compliance, safety zones, and shade features.
  - Tree Walk
    - Design elevated, single-level tree walk with ramps and connections to play structures.

Reference: **Southwest Park – Authorization for Amendment to provide Landscape Architecture and Project Management Services continuing as Prime Consultant**

        - Coordinate with STAND Structural for structural design for custom boardwalk systems.
        - Address lighting, safety railings, future connections, grating, and interpretive signage.
    - South Park
        - Develop site layout for the southern portion of the park, including trail connections, parking, and future expansion zones.
        - Coordinate with Wilson & Company for grading, utilities, and vehicular access.
    - Bike Park
        - Design conceptual layout of pump track and skills loop to fit the designated wooded area and coordinate with track vendors and Urban Trail representatives for final layouts and structures. All prefabricated items to be designed and engineered by manufacture.
        - Address surfacing, drainage, and signage.
        - Coordinate with civil for grading and soil stabilization.
    - Central Lawn
        - Design a flexible open space for passive recreation, events, and informal play, including lighting and a seatwall.
        - Integrate with adjacent venue, celebration lawn, and entry plaza.
        - Address turf selection, irrigation, and stormwater management.
    - Streamway Enhancement
        - Collaborate with civil engineer to restore and enhance the existing stream corridor.
        - Incorporate native plantings, stream features, erosion control, and habitat restoration strategies.
        - Coordinate with civil to determine if any requirements for permitting and hydrologic modeling.
    - Woodland Cleanup
        - Identify invasive species and develop a phased removal and restoration plan.
        - Specify native understory plantings and trail alignments through wooded areas. Develop a supplemental native tree restoration plan.
        - Coordinate with City forestry staff and environmental consultants.
        - Area covered shall be reflective of budget allowed for this task.
    - Venue Area
        - Design all adjacent hardscape and landscape areas near the venue to accommodate events, including appropriate level of landscape, lighting and irrigation.
        - Integrate with adjacent spaces for proper transition.
        - Address turf selection, irrigation, and stormwater management.
    - QAQC of landscape architectural scope of work.

Reference: **Southwest Park – Authorization for Amendment to provide Landscape Architecture and Project Management Services continuing as Prime Consultant**

- Overall Project Management:
    - Coordinate work of all disciplines and consultants of Stantec, consisting of continued development and expansion of the Schematic Design Documents, additional drawings and project specific outline specifications and material lists to establish final scope and preliminary details to establish the relationships, forms, size, systems and materials and appearance of the project through:
        - Plans, sections and elevations
        - Construction details
        - Perspective wire frame sketches to illustrate design intent and aesthetic
        - Final materials selection and narrative

    - Review of final project program to be developed and related estimate provided by the CMAR. Confirm what elements the city will include and not include to be designed in the DD/CD phase.
    - Coordinate with civil, structural, and lighting consultants to integrate landscape elements.
    - Collaborate with DC Structures (venue architect) for seamless integration of venue and adjacent site features.
    - Coordinate with KBID (venue interior design) for seamless integration of building and interior finishes.
    - Coordinate with BAA (venue consultant) for addressing the latest trends, styles, and intangibles to be included for a unique venue with ability to meet broad accommodations.
    - Coordinate with ATHCO/LSI (Landscape Structures Inc.) for playground design, layout, surfacing, and connections to tree walk.
    - Coordinate with ATHCO/Aquatix for water play area design, mechanical systems, and layout.
    - Coordinate with STAND Structural for tree walk footings/foundations.
    - Coordinate with Wilson & Company for final grading, all utilities, and parking lot layouts, and stormwater management.
    - Coordinate Subconsultant elements for the 100% DD submittal including site layout, grading, planting plans, hardscape layout, materials, lighting concepts, and playground and water play connections.
    - Ensure that all consultants have conducted a QA/QC of their scope of work prior to submitting for inclusion with the DD package.
    - Lead and participate in regular design meetings and cost estimating discussions with NNCP (CMAR) for real-time feedback and constructability input.
    - (Irrigation design by performance specifications)

- DD Meetings - Visits
    - Attend (1) one DD kick-off / park site visit meeting in person.
    - Attend (weekly) Design/CMAR team virtual meetings.

  - Attend (1) DD review meeting – in person. (at City Facility, NNCP, or Stantec office)
  - Attend all virtual coordination meetings as needed.
- DD Deliverables
  - DD Plan sets in PDF format with narratives as necessary.
  - Outline technical specifications
  - Material samples

TASK 2 - Construction Documents – June 1-October 30, 2026

- Scope & Deliverables
  - Prepare 75% and 100% CD sets for all elements listed above, setting in detail the construction requirements for the project.
  - Develop final construction bid set including contractor illustration vignettes of key programing elements, up to 5 vignettes for each element.
  - Coordinate with all consultants to ensure alignment of grading, utilities, and structural systems.
  - Coordination of special drawings and specifications by vendors for inclusion in the construction of the project.
  - Provide bid-ready documents for inclusion in the CMAR's final bid package.
  - Develop and coordinate the preparation of technical specifications, construction details, and layout plans for landscape architecture and other consultants.
  - Incorporate city provided Division 00/01 specifications, contract forms, and general conditions.
  - QAQC of landscape architectural scope of work.
  - Ensure that all consultants have conducted a QA/QC of their scope of work prior to submitting for inclusion with the CD package.

- Meetings
  - Attend (1) CD start-up design team & CMAR meeting in person. (at Stantec or City Facility)
  - Attend (weekly) virtual design /CMAR Team meetings
  - Attend (1)- in person 75% review meeting. (at Stantec, NNCP, or City Facility)
  - Attend (1)- in person 100% review meeting. (at Stantec, NNCP, or City Facility)
  - Attend all virtual meetings as needed.

TASK 3 - Construction Administration – (Actual timeframe determined by CMAR, Assumed to begin at the end of 2026 until beginning of 2028, approximately 14 months)

- Scope & Deliverables
  - Preconstruction – CMAR coordination
    - Clarify and interpret CMAR questions of bid documents
    - Assist city in negotiations and documentation of decisions, including separate bids for materials and potentially phased work.

- Construction Phase
  - Participate in the CMAR's bi-weekly construction meeting with NNCP, with flexibility for in-person or virtual (Teams) participation based on scope and schedule needs.
  - Review and respond to RFIs, CO's and submittals in coordination with NNCP's construction schedule.
  - Provide site observation support in alignment with NNCP's construction sequencing.
  - Coordinate with NNCP on park impacts for construction logistics, including staging, access, and protection of existing vegetation and site features.
  - Support NNCP in resolving field issues related to landscape architecture scope, including playground installation, water play systems, and trail structures.
  - Support NNCP in resolving field issues related to consultants by distributing issues to responsible consultants for potential resolutions.
  - Provide punch lists that are in alignment with NNCP's construction sequencing.

- Meetings
  - Attend (1) CA start-up design team & CMAR meeting in person. (at NNCP job trailer)
  - Attend (bi-weekly) virtual design /CMAR Team meetings during the 12-14 month construction period.
  - Attend one monthly on-site meeting during the 12-14 month construction period.
  - Attend (up to 5) – pre-punch lists for site related items.
  - Attend (up to 4)- punch lists for venue related items.
  - Attend all virtual meetings as needed.

END SCOPE OF LANDSCAPE ARCHITECTURE and PROJECT MANAGEMENT SERVICES

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

- Scope of work includes one round of revisions during each task. Additional revisions shall be negotiated per level of effort.
- Irrigation systems shall be design performance specifications, designed by installer.
- No public meetings, neighborhood meetings, or input surveys.
- Meetings / site visits beyond quantities stated above shall be negotiated per hours needed.
- Water play system and playground to be designed by LSI & Aquitex. Any deviation requiring custom design or engineering to be additional services per level of effort needed.

Reference: **Southwest Park – Authorization for Amendment to provide Landscape Architecture and Project Management Services continuing as Prime Consultant**

- Structural engineering beyond the tree walk scope of work is anticipated to be provided by manufacture of structures. Any deviation requiring custom design or engineering to be additional services per level of effort needed.
- Park Shelters and Restrooms to be designed by manufacturer. Any deviation requiring custom design or engineering to be additional services per level of effort needed.
- Permitting limited to what is included in consultant scope exhibits.
- Geotechnical services at the request of the city, consultants, vendors, and/ or CMAR shall be provided by the city on-call contact and are not included.
- Construction Phase Material Testing. Material testing (e.g., concrete, soil compaction, surfacing, etc.) is excluded from CA services and assumed to be provided by the CMAR or third-party testing agency.
- Playground Equipment Procurement. LSI (Landscape Structures Inc.) is responsible for design, specification, layout, and installation of the play structure and extensions to the tree walk. Procurement and contracting for the equipment are excluded from the landscape architecture scope.
- FF&E (Furniture, Fixtures & Equipment) Procurement. While coordination for FF&E is acknowledged, actual procurement, installation, and vendor management are excluded from the base scope. These services are deferred to a potential add-service agreement pending City approval.

Fee Structure:

The following fee exhibit outlines the proposed compensation for consulting services associated with the Southwest Park (SW Park) project. The fee structure is based on the scope of work defined in the preceding sections, which includes Design Development (DD), Construction Documents (CD), and Construction Administration (CA) phases. The fees reflect the anticipated level of effort required to deliver a comprehensive and coordinated design in collaboration with the City of Blue Springs, the Prime Consultant (Stantec), the CMAR (Newkirk Novak Construction Partners), and the full consultant team. All fees are exclusive of reimbursable expenses and are subject to adjustment pending final scope confirmation and authorized add-services. Expenses are provided as a NTE (not to exceed) total.

TASK NO.	DESCRIPTION	ESTIMATED FEE
1	Design Development	$770,620
2	Construction Documents	$757,440
3	Construction Administration	$632,615
	(Geotech NIC)	
	TOTAL Stantec + KBID + Wilson + Stand + Branch + LFA + BAA + CPLD :	**$2,160,675**
	Reimbursable Expenses NTE:	$16,641

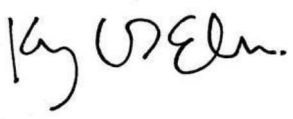
Reference: **Southwest Park – Authorization for Amendment to provide Landscape Architecture and Project Management Services continuing as Prime Consultant**

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

Expenses such as printing, reproductions, mileage, meals, travel expenses and postage/deliveries/ shipping are considered reimbursed expenses and are excluded from the base fee. We anticipate the total indicated for all subconsultant expenses during the performance of our basic services. Exclusions may include, but are not limited to, geotechnical services, LEED certification, platting, traffic studies, additional engineering, additional tree surveys, hazardous materials investigation, and re-zoning.

Regards, Kelly VanElders

Stantec Consulting Services Inc.



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

Dan Lavender, Principal

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

This proposal is accepted and agreed on the 8 day of December, 2025.

Per: City of Blue Springs

Dennis Dovel

Assistant City Manager

Christine Cates, City Manager
Signature

Reference: **Southwest Park – Authorization for Amendment to provide Landscape Architecture and Project Management Services continuing as Prime Consultant**

Attachments: Stantec SW Park Professional Services Authorization for Amendment,
Exhibit A for Civil Engineering Services by Wilson & Company, sub-consultant to Stantec
Exhibit B for Interior Design Services by KBID, sub-consultant to Stantec
Exhibit C for Structural Engineering by Stand SEI, Sub-consultant to Stantec
Exhibit D for MEP engineering by Lankford-Fendler Associates, sub-consultant to Stantec
Exhibit E for Lighting design by CPLD, Sub-consultant to Stantec
Exhibit F for AV, Telecom, Security, Acoustics by Branch Patter, sub-consultant to Stantec
Exhibit G for venue consulting, BAA, sub-consultant to Stantec
Exhibit H add alternate services for Trimark, Sub-consultant to Stantec

Exhibit A

Wilson & Company
Scope of Services (Civil Design)

SW Park – DD, CD, and CRS Phases
Blue Springs, MO
October 23rd, 2025

General Scope of Services:

The purpose of this contract is to provide professional site-civil design services (as sub-consultant to Stantec) to prepare Design Development and Construction Documents for Blue Springs SW Park Master Plan improvements. Also included with this scope of services is Limited Construction Related Services. The proposed improvements that are included in Wilson & Company's scope of services, also displayed on **Exhibit B** attached, are understood to be:

- Parking Lots and Entrance Circle
- Maintenance Building Road
- Pedestrian Stream Crossing Structure
- Creek Drop Structure and Pools
- Modular Block Wall for South Shelter & Parking Lot
- Surface and enclosed storm drainage collection, storage, and conveyance systems associated with Main Event Center entrance circle and associated parking lots, as well as the splash pad and secondary structure parking lots.
- Electrical services and site lighting.
- Other Utility Service Connections & Extensions (Sewer, Water, Gas) for Main Event Center, water play pump house, and shelter/bathrooms.

The following deliverables are anticipated:

- Design Development Plans, Estimate, and Drainage Memo (Deliverable Package 1)
- 75% Construction Plans & Estimate (Deliverable Package 2)
- 100% Construction Plans, Estimate, and Special Provisions (Deliverable Package 3)

Detailed Scope of Services:

Task 1 – Design Development (DD)

1.1 Horizontal Layout - Provide planimetric design of parking lots, entrance circle, and associated sidewalks.

1.2 Vertical Design - Provide vertical design of parking lots, entrance circle, and associated sidewalks. Integrate overall schematic site drainage approach with 12th Street infrastructure.

1.3 Hydrologic and Hydraulic (Stormwater) Analysis –

- **1.3.1** 2D Creek (south only) Hydraulic Model
- **1.3.2** Creek Drop Structure Design
- **1.3.3** Pedestrian Arch Crossing Hydraulic Calcs
- **1.3.4** Parking Lots / Entrance Circle Enclosed Storm Network Hydraflow Model
  - **1.3.4.1** Includes design of any required stormwater BMPs including dry detention and/or subsurface detention storage systems.
- **1.3.5** Streamway Pools Design

1.4 Update SW Park Drainage Memo – updates to the report originally developed as a part of 12th Street Supplemental Agreement No. 1

1.5 Utility Coordination, Analysis, and Design –

- **1.5.1** Develop layout for utility service line connections and extensions (Gas, UGE, Water, and Sanitary Sewer) based on initial utility coordination feedback.
- **1.5.2** Ongoing coordination with utility companies (Evergy, Spire, PW Dist. 13, etc.) related to utility connections & extensions.

1.6 Site Lighting Design (Parking Lots & Trail) –

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

1.8 Design Development Plans – Develop DD Plans (Deliverable 1) for the assigned project elements:

- **1.8.1** Overall Site Layout Plan (Parking & Entrance Circle)
- **1.8.2** Overall Site Grading Plan (Parking & Entrance Circle)
- **1.8.3** Overall Site Utility Plan (Sewer, Water, and Gas)
- **1.8.4** Overall Storm Sewer Network Plan
- **1.8.5** Pedestrian Arch Crossing Plan & Profile
- **1.8.6** Drainage Area Map and Calculations Sheet
- **1.8.7** Overall Site Lighting & Electrical Plan (Photometrics by Fonroche or other Vendor)

1.9 Opinion of Probable Construction Costs – Assist in preparing an Estimation of Probable Construction Cost for assigned design elements based on the DD Plans.

Task 2 – Construction Docs (CD)

2.1 Design Revisions & Advancement – Revise/update horizontal and vertical design to address DD comments.

2.2 Construction Plans (75% and 100%) –

- **2.2.1** Revise any DD plans (list above) to address DD comments.
- **2.2.2** Typical Sections
- **2.2.3** Site Enlargement Plans (Parking & Entrance Circle)
- **2.2.4** Grading Detail Plans
- **2.2.5** Maintenance Bldg Road Plan & Profile
- **2.2.6** Modular Block Wall Plan & Profiles
- **2.2.7** Storm Sewer Plan & Profiles
- **2.2.8** Creek Drop Structure Plan & Details
- **2.2.9** Signing & Striping Plan(s) (Parking Lots & Entrance Circle)
- **2.2.10** Erosion Control Plans
- **2.2.11** Standard & Miscellaneous Details

2.3 Special Provisions – Prepare and technical specifications or provisions for non-standard construction items.

2.4 Opinion of Probable Construction Costs – Assist in preparing an Estimation of Probable Construction Cost for assigned design elements based on the CD Plans (75% and 100%).

Task 3 – Construction Related Services

3.1 Attend Pre-Construction Meeting

3.2 Review Shop Drawings / Submittals

3.3 Address RFIs

3.4 Review Change Requests

3.5 Attend Construction Progress Meetings (up to 12 virtual)

3.6 Periodic Site Visits (up to 4)

3.7 Attend Punchlist Walkthrough

Project Management and Quality Control

4.1 Progress Reports -Providing progress reports with invoices on a monthly basis.

4.2 Project Management, Progress Meetings, and Coordination – General project management which includes attending up to 12 regular progress meetings (in person), coordination with team leads across project disciplines, and assuring that project stays on schedule and within budget.

4.3 QA/QC Review – Consultant shall provide QA/QC checks on all plans and cost estimates. A quality control plan will be developed, maintained, and executed.

Schedule of Fees

Task 1 – Design Development (DD)	$174,960.00
Task 2 – Construction Docs (CD)	$95,400.00
Task 3 – Construction Related Services (CRS)	$38,720.00
BASE SERVICES TOTAL	**$309,080.00**

Items Not Included in the Scope of Services

1. Any work requested that is not included in the basic services or falls outside the limits of the scope as outlined above and attached will be classified as supplemental services. Supplementary services shall include, but are not limited to the following:
    a. Changes in the scope, extent, or character of the project.
    b. Revisions to the plans when inconsistent with previous approvals or instructions.
    c. Updating plans to reflect development that has occurred after the Construction Docs are complete.
2. Preparation of any environmental clearance documents.
3. Site restoration (landscaping, seeding, sodding, irrigation, plantings, etc.)
4. Analysis and/or preparation of any traffic counts or traffic studies.
5. Structural design (vertical, building, CIP concrete retaining walls, etc.)
6. Geotechnical Investigations or Analysis (contracted directly by City)
7. Grading or surfacing associated with the Water Play, Tree Walk, or Playground areas.
8. Building or shelter MEP design. No utility design within approx. 5’ or inside of building.
9. Park entrance signs detailing.

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EXHIBIT A
FEE ESTIMATE WORKSHEET

Proj.: Blue Springs SW Park
By: DJMeyer
Date: October 23, 2025
Client: Stantec / City of Blue Springs
Notes: Civil Design (DD, CD, & CRS)

Fee Reviewed by:
CDP
Date:
10/23/25

TASK I.D.	WORK TASK DESCRIPTION	ESTIMATED MANHOURS											TOTAL HOURS	LABOR EFFORT	EXPENSE EFFORT	TOTAL FEE
	TASK CODE	P6	P5	P4	P2	PD3	P4	P5	FS6	FS5	FS4	OD4				
	WCI CLASS															
	TITLE	QA/QC Manager	Project Manager	Project Civil Engineer	Civil Designer	CADD Designer	Water Resources Engineer	Electrical Engineer	Survey Operations Manager	Survey Manager (Licensed)	Surveyor (2 man crew)	Survey CADD				
	2025 LABOR RATE	$260.00	$210.00	$170.00	$130.00	$115.00	$170.00	$210.00	$200.00	$140.00	$100.00	$116.00				
TASK 1 - DESIGN DEVELOPMENT																
1.1	Horizontal Layout (Parking Lots, Entrance Circle, Sidewalks)	2	8	24	48								82.00	$ 12,520.00	$ -	$ 12,520.00
1.2	Vertical Design (Parking Lots, Entrance Circle, Sidewalks)	2	16	96	32								146.00	$ 24,360.00	$ -	$ 24,360.00
1.3	Hydrologic and Hydraulic Analysis															
1.3.1	2D Creek (south only) Hydraulic Model	2			60		40						102.00	$ 15,120.00	$ -	$ 15,120.00
1.3.2	Creek Drop Structure Analysis (includes grading)	2			16		24						42.00	$ 6,680.00	$ -	$ 6,680.00
1.3.3	Pedestrian Arch Crossing H&H Analysis	2			24		8						34.00	$ 5,000.00	$ -	$ 5,000.00
1.3.4	Parking Lots Enclosed Storm Network Hydraflow Model	2			80		16						98.00	$ 13,640.00	$ -	$ 13,640.00
1.3.5	Streamway Pools Analysis (includes grading)	2			16		24						42.00	$ 6,680.00	$ -	$ 6,680.00
1.4	Update SWP Hydraulic Memo	2			24		16						42.00	$ 6,360.00	$ -	$ 6,360.00
1.5	Utility Coordination, Analysis, and Design															
1.5.1	Gas Service - Venue Firepits	2	2	8	8								20.00	$ 3,340.00	$ -	$ 3,340.00
1.5.2	UGE Service - Venue, Water Play, Bathrooms, Maint. Bldg	2	2	8	8								20.00	$ 3,340.00	$ -	$ 3,340.00
1.5.3	Water Service Line - Venue, Water Play, Bathrooms, Maint. Bldg	2	2	8	8								20.00	$ 3,340.00	$ -	$ 3,340.00
1.5.4	San. Sewer Service - Venue, Water Play, Bathrooms, Maint. Bldg	2	2	8	8								20.00	$ 3,340.00	$ -	$ 3,340.00
1.6	Site Lighting Design (Parking Lots & Trail)		2	2				40					44.00	$ 9,160.00	$ -	$ 9,160.00
1.7	Vehicle Tracking (turning template) Assessment		2	24									26.00	$ 4,500.00	$ -	$ 4,500.00
1.8	Design Development Plans															
1.8.1	Overall Site Layout Plan (Parking & Entrance Circle)	2		8	12	16							38.00	$ 5,280.00	$ -	$ 5,280.00
1.8.2	Overall Site Grading Plan (Parking & Entrance Circle)	2		8	12	16							38.00	$ 5,280.00	$ -	$ 5,280.00
1.8.3	Overall Site Utility Plan (Sewer, Water, Gas)	2		8	12	16							38.00	$ 5,280.00	$ -	$ 5,280.00
1.8.4	Overall Storm Sewer Network Plan	2			12	16	8						38.00	$ 5,280.00	$ -	$ 5,280.00
1.8.5	Pedestrian Arch Crossing Plan & Profile	2	2	8	12	16							40.00	$ 5,700.00	$ -	$ 5,700.00
1.8.6	Drainage Area Map and Calculations Sheet	2	2		12	16	8						40.00	$ 5,700.00	$ -	$ 5,700.00
1.8.7	Overall Site Lighting & Electrical Plan		2			24		16					90.00	$ 6,540.00	$ -	$ 6,540.00
1.9	Opinion of Probable Construction Cost	2	4	12	16			4					38.00	$ 18,280.00	$ 240.00	$ 18,520.00
	Subtotal	38	46	222	420	120	144	60	0	0	0	0	1,098.00	$ 174,720.00	$ 240.00	$ 174,960.00
TASK 2 - CONSTRUCTION DOCS																
2.1	Design Revisions & Advancement (Horiz & Vertical)		8	32	48		40						128.00	$ 20,160.00	$ -	$ 20,160.00
2.2	Construction Plans															
2.2.1	Revise All DD Sheets			16	24	24		20					84.00	$ 12,800.00	$ -	$ 12,800.00
2.2.2	Typical Section		4	12		8							24.00	$ 3,800.00	$ -	$ 3,800.00
2.2.3	Site Enlargement Plans (Parking & Entrance Circle)			8	16	16							40.00	$ 5,280.00	$ -	$ 5,280.00
2.2.4	Grading Detail Plans		2	24		8							34.00	$ 5,420.00	$ -	$ 5,420.00
2.2.5	Maintenance Bldg Road Plan & Profile				16	8							24.00	$ 3,000.00	$ -	$ 3,000.00
2.2.6	Modular Block Wall Plan & Profiles	2		8	16	16							42.00	$ 5,800.00	$ -	$ 5,800.00
2.2.7	Storm Sewer Plan & Profiles		2	4	8	16	16						46.00	$ 6,700.00	$ -	$ 6,700.00
2.2.8	Creek Drop Structure Plan & Details	2	2			16	16						36.00	$ 5,500.00	$ -	$ 5,500.00
2.2.9	Signing & Striping Plan(s) (Parking & Entrance Circle)	2		4	8	12							26.00	$ 3,620.00	$ -	$ 3,620.00
2.2.10	Erosion Control Plans	2		4	24	8							38.00	$ 5,240.00	$ -	$ 5,240.00
2.2.11	Standard and Miscellaneous Details	2	2	4	8	16							80.00	$ 4,500.00	$ -	$ 4,500.00
2.3	Prepare Specifications for Non-Standard Items	4	16	16									36.00	$ 7,120.00	$ -	$ 7,120.00
2.4	Opinion of Probable Construction Cost	2	4	12	16			4					38.00	$ 6,320.00	$ 140.00	$ 6,460.00
	Subtotal	16	40	144	184	148	72	24	0	0	0	0	676.00	$ 95,260.00	$ 140.00	$ 95,400.00

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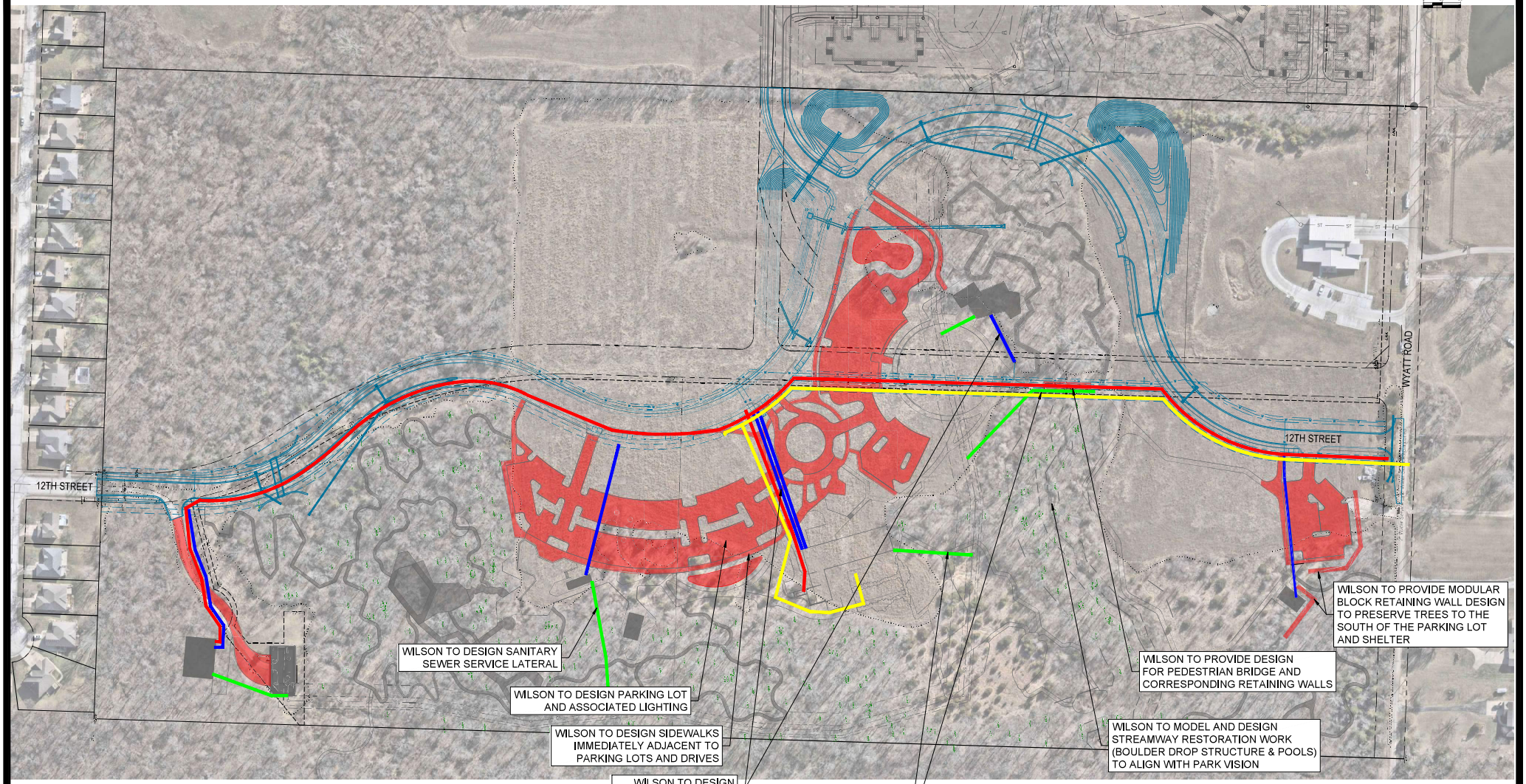
EXHIBIT A
FEE ESTIMATE WORKSHEET

Proj.: Blue Springs SW Park
By: DJMeyer
Date: October 23, 2025
Client: Stantec / City of Blue Springs
Notes: Civil Design (DD, CD, & CRS)

Fee Reviewed by: CDP
Date: 10/23/25

TASK I.D.	WORK TASK DESCRIPTION	ESTIMATED MANHOURS											TOTAL HOURS	LABOR EFFORT	EXPENSE EFFORT	TOTAL FEE
	TASK CODE	P6	P5	P4	P2	PD3	P4	P5	FS6	FS5	FS4	OD4				
	WCI CLASS															
	TITLE	QA/QC Manager	Project Manager	Project Civil Engineer	Civil Designer	CADD Designer	Water Resources Engineer	Electrical Engineer	Survey Operations Manager	Survey Manager (Licensed)	Surveyor (2 man crew)	Survey CADD				
	2025 LABOR RATE	$260.00	$210.00	$170.00	$130.00	$115.00	$170.00	$210.00	$200.00	$140.00	$100.00	$116.00				
TASK 3 - CONSTRUCTION RELATED SERVICES																
3.1	Attend Pre-Construction Meeting	4	4	4									12.00	$ 2,560.00	$ 40.00	$ 2,600.00
3.2	Review Shop Drawings		8	24				4					36.00	$ 6,600.00	$ -	$ 6,600.00
3.3	Address RFIs		12	32				8					52.00	$ 9,640.00	$ -	$ 9,640.00
3.4	Review Change Requests		8	8									16.00	$ 3,040.00	$ -	$ 3,040.00
3.5	Attend Construction Progress Meetings	8	24	8									40.00	$ 8,480.00	$ -	$ 8,480.00
3.6	Periodic Site Visits	4	12	12									28.00	$ 5,600.00	$ 160.00	$ 5,760.00
3.8	Attend Punchlist Walkthrough	4	4	4									12.00	$ 2,560.00	$ 40.00	$ 2,600.00
	Subtotal	20	72	92	0	0	0	12	0	0	0	0	196.00	$ 38,480.00	$ 240.00	$ 38,720.00
	TOTALS	**74**	**158**	**458**	**604**	**268**	**216**	**96**	**0**	**0**	**0**	**0**	**1970**	**$308,460.00**	**$620.00**	**$ 309,080.00**

EXHIBIT B



LEGEND

- WILSON SWP CIVIL DESIGN SCOPE
- WILSON 12TH STREET DESIGN SCOPE
- GAS
- UNDERGROUND ELECTRIC
- WATER
- SANITARY SEWER

WILSON & COMPANY
800 EAST 101ST TERRACE, SUITE 200
KANSAS CITY, MO 64131
PHONE: 816-701-5100
FAX: 816-942-3013
www.wilsonco.com

Exhibit B

Kali Buchanan Interior Design
1707 E 123rd Terrace
Olathe, KS 66061
kali@kalibuchananid.com
913.214.0209

Blue Springs Southwest Park Venue Building
c/o: Stantec
Kelly VanElders
7208 West 80th Street, Suite 201
Overland Park, Kansas 66204
kelly.vanelders@stantec.com
(913) 905-3415

11.25.2025

RE: Blue Springs, Southwest Park Venue Building Interior Design
South West Wyatte Road, Blue Springs Missouri, 64015

Dear Kelly,

Thank you so much for the opportunity to prepare this letter agreement for interior design consultant services to be performed by Kali Buchanan Interior Design, LLC ("KBID" and/or "Interior Designer") to complete the project at the above project address. The scope of work projected Interior Design fees and suggested process for the project are set forth below. Sign this letter agreement below and return it so that your project will be scheduled.

Sincerely,



Kali Buchanan

Project Scope & Fees

The scope of work is for Interior Design services including documentation requirements for the preengineered venue building by DC Structures. The work includes selecting interior finish materials, specialty lighting, plumbing fixtures, design coordination and preparing interior construction documents for the Southwest Park Venue Building in conjuction with Stantec (client) and DC Structures. The owner (City of Blue Springs) will provide final approval on the design in each phase. Additional information regarding scope has been included in our phase process below.

Design Development
Working with Stantec and the Client (City of Blue Springs) and the Architect from DC Structures, KBID will begin by reviewing the building space plan established to-date and get up to speed on the intent for the project. From this information, KBID will build a Revit model from the Autocad drawings from DC Structures to become the basis of our work. KBID will develop a concept for the interior material palette, look and feel and initial furnishing plan. Once the concept has been approved, KBID will begin to apply the selections to the design. Following an interative process,we will bring the design to life by applying the finish material selections and producing 5 key 3D renderings to help communicate the intent with the Owner. We will prepare DD level drawings (finish plans, preliminary material legend, and interior elevations). KBID will continue the development of the design by selecting specialty lighting, and plumbing fixtures in this phase and coordinating with a lighting designer and kitchen consultant/ vendor for the hospitality area. Design will progress from this phase and will continue to build upon the decisions made and any changes or re-work will require additional time and fee. This phase will consist of (4-5) meetings over 20 weeks of time.

Construction Documents
After approval of the design and selections from the Design Development phase, KBID will begin the final interior documentation of the scope of work which includes a Finish Floor Plan, Finish Legend, Critical Interior Elevations, Interior Details, and any required product specification information. These drawings will layer into the architectural drawing set that the Architect from DC Structures produces and stamps for final permit. This phase of work will consist of (3) meetings over 20 weeks of time.

Construction Observation
Once the Interior Construction Documents have been submitted to the City, KBID will support Stantec and the Client through pricing and any necessary Value Engineering efforts. Once the finalized Value Engineering efforts are approved, KBID will provide required changes or supplemental drawing or specification information for interior scope in support of Stantec for the construction work to begin. KBID will support the team during construction through submittal reviews and responding to questions or issuing additional information to the contractor for the interior scope as necessary. Our time will increase when the interior specific construction work is in progress after the building is enclosed. We will also be available for online meetings, progress site visits and final punch walk through to review the interior finish work. The phase of work assumes a 12 month construction timeline with our focus at the final 8 months.

Furniture Specification (Additional Service)
Should the Client want support to specify the new furnishings for the event venue building, KBID can provide that service under a separate agreement. We will use the furniture plan from the design phase as a starting point to describe quantity, as well as product types and sizes for the building

Project Scope & Fees

along with a preliminary budget. Once the scope and budget target are defined, KBID will make initial selections of furniture and present to the Client. As KBID works through receiving furniture approvals, we will will refine the budget as items are finally approved for purchase. Once all selections have been made, KBID will prepare a final specification package noting all furnishings along with pricing quotes for approval. KBID will engage a furniture dealership for procurement of the furniture as well as any storage and delivery needs. The furniture will be purchased by the Client from the dealer. KBID will act as a representative of the Owner during the procurement and installation phases. It is not the responsibility of KBID should the purchase pricing from vendors to the Client be different than the working estimate provided by KBID. In this phase we anticipate the need for (4) meetings over 10 weeks of time.

General Coordination
In order to maintain design consistency and integration, we have allocated design team coordination meetings between the Archiect, Marketing and the KBID teams. Our estimate includes a maximum of 20, (1) hour long design coordination meetings over the 40 week design process.

Fees & Reimbursable Expenses
The fees based on the interior design services to be performed and the set hours and number of meetings per this Letter Agreement and Basis Service Scope shall be due as a lump sum fee per design process stage and percent complete as follows:

Interior Design Fee Breakdown	
Design Development	$76,000.00
Construction Documents	$58,000.00
Total	**$136,000.00**
Construction Administration	$50,000.00
Optional Additional Service	
Furniture Specification	$38,000.00

Additional Terms & Conditions
Additional Terms and Conditions to this Agreement are attached as Exhibit A and incorporated by reference as if fully set forth herein. Client acknowledges that Client has read and understands the additional terms and conditions set forth in Exhibit A.

Exclusions, Qualifications, or Exceptions
KBID excludes from its services as well as states as qualifications and exceptions the following.

- Architectural & Engineering Work. (Provided by Others)
- Code Plan & Permitting. (Provided by Others)
- Specification Manual.
- Specialty Consultants.
- Design and documentation for LEED rating or WELL certification.
- This letter agreeement assumes KBID will be provided with necessary drawings/revit model to complete the work fro the Client/Architect.
- Additional client meetings beyond the meetings described in the approved scope above.
- Additional coordination meetings beyond the meetings described in the approved scope above.

Project Scope & Fees

Schedule
KBID has the ability to start the interior design services in 4-6 weeks, after the receipt of this signed Letter Agreement. Once we begin, we anticipate the scope described above to be completed in the time frame documented within the outline above. If additional time, meetings or work is requested beyond what was included above in the accepted scope, additional fees will be applied. The final project schedule is to be coordinated once the project has been awarded. We schedule our projects on a first come-first served basis at the reciept of signed proposal.

Additional Fees
Should there be a need for additional time or scope outside of what is included KBID will bill the Client that time hourly at the following rates after client's approval.

Interior Design Rate Table	
Owner / Director	$210 / hr
Design Director	$200 / hr
Interior Designer	$170 / hr
Designer	$150 / hr

We will invoice at the end of each month for the time and expense incurred.

Payment
The Fees and Reimbursable expenses will be invoiced monthly on a percentage of completion of the phase. Payment is due within thirty (30) days of receipt of the invoice. Client consents to receive invoices via e-mail. Payments not paid within 30 days of the date of the invoice may be treated as a default of this Letter Agreement with suspension of services as provided in the Exhibit A Terms and Conditions. Payment is not dependent on the success or failure of the project, project approvals or denials, or project feasibility.

If payment is not received by KBID within 30 calendar days of the invoice date, the Client shall pay interest as an additional charge of 1% of the Past Due amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal balance.

Reimbursable Expenses
The following are typical reimbursable expenses incurred by KBID that are not included in the fees above. Client is responsible for payment of the Reimbursable Expenses and these expenses will be included in the monthly invoicing in addition to the Interior Design Fees. The reimbursable expenses will not exceed $1200.

- Printing and reproductions
- Courier and delivery charges
- Relative Material Sample Costs
- Professional Rendering and/or Video beyond what is included
- Photography
- Mail / Shipping
- Mileage / Travel / Lodging

Documents & Photographs
All reports, notes, sketches, drawings, documentation, calculations, specifications, schedules and other documents prepared by KBID shall remain the property of KBID whether the project for which they are

Project Scope & Fees

made is executed or not. Client shall be permitted to retain copies of Client's drawings and specifications for information and reference in connection with Client's use and occupancy of the project. Client shall not use the drawings and specifications on other projects, for additions to the project, or for completions of this project by others (provided that KBID is not in default of this agreement), except by agreement in writing. KBID reserves the right to take photographs of the project areas prior to, during and at the completion of the project with due respect to client's privacy. Client's identity shall remain confidential unless Client consents to disclosure. KBID shall be named and credited as the designer if any descriptions or photographs of this project are published.

Limitation on Liability
KBID shall not be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Letter Agreement or the transactions it contemplates (whether breach of contract, tort, negligence, or other form of action). In no event shall KBID's liability exceed the Fees paid by the Client for the services giving rise to the claim or cause of action.

Notice to Proceed
KBID will not commence services on this project without receiving this Letter Agreement signed by client and returned. Once we have received the executed agreement, we will schedule your project.

We look forward to the opportunity to work with you on this project. This proposal is valid for 30 days. If you have any questions, please do not hesitate to let us know or give us a call.

Sincerely,



Kali Buchanan NCIDQ, IIDA, LEED AP

Kelly VanElders
co: Stantec

Date

Exhibit C

PROPOSAL FOR STRUCTURAL ENGINEERING SERVICES

Date: 12/09/2025

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

Re: SW Park, Blue Springs, MO
DD's, CD's, CA Phase Proposal

Dear Kelly,

Thank you for selecting us for this project. We are pleased to submit the following proposal to provide structural engineering design services for the remaining design development, construction documents, and construction contract administration (DD, CD, Bidding and CA) phases of the project. The schematic design phase is already ongoing under our current agreement.

The project is being delivered via a Construction-Manager process. We understand that the final scope and approach to the project will continue to evolve over the next 3 months during the remainder of the ongoing schematic design phase and budget reconciliation efforts with the assistance of cost estimating by the recently selected construction manager (CM) Newkirk-Novak. As such, this proposal includes some flexibility and options reflecting the nature of this.

The schedule provided to us indicates an approximate 9-month schedule to complete DD's and CD's. We anticipate an approximate 12-month construction schedule to complete the structural components of the project.

This proposal assumes delivery of our permit / CD documents in a single-package along with the rest of the design team's documents.

DESCRIPTION OF PROJECT

Per your scoping plans and preliminary estimates emailed to us on 10/14/2025 and our ongoing correspondence, the project consists of the design completion and construction of this new 50-acre park. It is our understanding the current project budget that may range from $25 M up to as much as $30 Million.

Our Basic Scope of work includes the various Building features described as follows:

1. An elevated "Tree-Walk" trail circuit through the trees, surrounding the main play-place. This is a unique and complex steel-framed elevated walkway system for which we will provide the primary "bridge" superstructure and foundations. We will assist with providing structural parameters for the associated guardrails, but these may become partially delegated or custom engineered. The framing for each play-structure connection "Portals" to this tree-walk, from the "Play-Structure," will be fully delegated engineering provided by LSI's engineering team or other play-structure engineer. We anticipate some form of "gateway" entry structure will be included in our portion of the work. The tree-walk structure will be designed to resist forces imposed on it from the play structure provided from the play-structure's engineering team.
2. A park entrance Monument Sign, and foundation.

Optional Additional Scopes of work include the following features:

3. A "Maintenance Building". This is anticipated to be a pre-engineered metal building for which our

scope of services would be limited to the foundations and slab-on-grade for this facility.

4. An elevated "Overlook" structure, similar in character to the "Tree-walk" but in a separate location. We anticipate providing engineering for the foundations and superstructure of this Overlook, with sufficient load capacity needed to support a pre-engineered / prefab shelter provided by others (optional fee to fully engineer the shelter as well).
5. There are four restroom and/or shelter structures, each of which we anticipate will be of a different design size or configuration as follows:
    a. At the trailhead to the tree-walk there will be a pre-fab/pre-engineered restroom structure. We have included only foundation engineering for this facility.
    b. Shelter on the "overlook." May include a custom-designed shelter supported on the elevated overlook system. As an alternate, we have also included additional engineering services for this shelter itself.
    c. Restroom/Shelter building at the Circle-park. We assume this is a prefab facility, and we have included only the foundation design for such.
    d. Restroom / Shelter building at the South Park. We assume this is a prefab facility, and we have included only the foundation design for such.

Our work will be limited to the aforementioned "building" facilities and structures.

It is our understanding that the "Venue" structure will be a pre-fabricated structure outside of our scope. The design, drawings, permitting and CA for all structural elements of the "Venue" structure (including foundations) will be the responsibility of another party.

We understand a civil engineering firm will be providing all other paving, exterior flatwork & walkways, pedestrian bridges, miscellaneous site & utility structures, site-retaining walls that are not part of the buildings-proper, geometric controls, and trails.

SCOPE OF SERVICES & DELIVERABLES

Provide scope of service and deliverables generally described as follows:

- Participation in an initial "structural" charette with the architectural design team at the start of DD's.
- Participate in periodic design coordination meetings, approximately twice per month. Webinars and conference calls will be used to the greatest extent practical to coordinate the work.
- Progress submittals and milestones will be delivered electronically in .pdf format.
- We assume the design phase of the project will have three intermediate milestones (yet to be determined) such as 100% DD, 75% CD and 100% CD's / Permit set -- or similar.
- Our construction documents will consist of structural engineering drawings and project-manual specifications.
- The permit application set / CD's set of documents will consist of the structural drawings, a project manual set of specifications, and a structural calculation book (if required by City) -- all signed and sealed for permitting and construction.
- We will address permit review comments pertaining to structural items as needed.
- We produce our drawings using the Revit software platform. The level of 3D detail in the model will only include minimal information needed to prepare the 2D drawings. Model will not be sufficient as a fabrication model. Drawings and model will be prepared to a sufficient level of 2D information and detail necessary for estimators and contractors to in turn create and prepare their own take-offs, shop- and fabrication drawings, but not sufficient for use as a direct electronic transmittal, export or import for such creation.
- We will utilize delegated design provisions consistent with industry standards & Masterspec for products either proprietary and/or typically engineered by the supplier. This includes components such as metal pan stairs, custom heavy-timber/mass-timber, pre-engineered metal buildings, cold-formed systems, rainscreen support systems, curtainwall, structural steel connections, pre-engineered canopies (such as Mapes), precast components, pre-fabricated restroom & shelter facilities, temporary and/or earth retention structures, post-tensioning requirements, shoring / falsework or similar temporary construction measures, and the like.
- For delegated designs of pre-engineered metal buildings (PEMB) and the aforementioned delegated systems, we will provide the delegated design structural code performance criteria

loading and serviceability requirements for purposes of procurement.

- Prior to receipt of the various PEMB and delegated engineer(s)'s design, we will generate estimated foundation and embedment configurations for purposes of our foundation design which will be utilized until such time as the PEMB & delegated engineers issue final signed and sealed column reactions, anchorages for their products, and geometric layout of such embedded devices. Following receipt of such information, then we will issue updated and final package as a post-bid-addendum for our foundations and adjoining structure as may be needed.
- The play-place engineer remains responsible for the engineering design of their entire system, the portal connections to the tree-walk, and for the accuracy of the loads provided to us for purposes of designing the tree-walk.
- The Pre-Engineered / Pre-fabricated suppliers will ultimately be responsible for the engineering design of all their elevated structures down to and including anchor bolts, embedded anchorages into the foundations, and everything above and outside of the concrete foundations, based on the performance criteria prepared by us and the remainder of the design team and client.
- The CM will be engaged for purposes of cost estimating and ensuring budget compliance at each intermediate milestone, as well as providing cost and constructability reviews along the way. We expect the CM to proactively provide any desired detailing or construction options during the ongoing Schematic Design (SD) phase and into the early DD phase of the project in order to select an appropriate system and approach to the project given the variety of constraints. As such, we have included reasonable efforts for value engineering during the execution of the design development phase but have not included any significant ongoing value engineering after completion of the DD phase due to the aggressive project schedule.
- We suggest several steps such as the following be incorporated to manage costs. We assume that there will be a reasonable budget, cost estimate and program reconciliation prior to commencement of each phase with the CM. We assume the Owner & CM will provide early requests and cost opinions on any preferred system selection, desired detailing, construction approach and the like. We reserve the right to rely upon the expertise of the owner's estimator / contractor and the reliability of their estimates for purposes of ensuring budget compliance at each intermediate milestone. We advise that the Owner maintain reasonable design and construction contingencies to be used during the construction phase of the project. Estimating should include protecting against inflationary measures, erratic market conditions, tariffs, and the like in order to provide reasonable chance of achieving the project budget goals.

Construction Administration (CA):

- Provide review and response to contractor RFI's pertaining to structural items.
- Provide review and response to structural shop drawings / submittals.
- Up to five (5) Construction Site Observation visits and associated reports will be provided.
- Contractor remains responsible for all safety, logistics, means and methods of construction, as well as but not limited to formwork, phasing, cranes, erection sequence, weather methods, and the like.

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

- Geometrical controls and dimensional layouts will be provided by Stantec and Wilson Co. (civil) for their portions of the work for which we interface.
- Geotechnical investigation / foundation recommendations, and environmental investigation. We understand this will be procured during the schematic design phase, after siting of the various facilities develops.
- All site survey information – including all utilities, grading, geometric controls, and topography.
- Architectural, civil, m/e/p plans and equipment, drawings, sections, dimensional control, loading, code analysis, fire rating requirements, and the like.
- It must be noted that in order for the structural trades to proceed with shop drawings and fabrication of their systems, it becomes imperative that other disciplines have also completed their work and are able to provide instruction on exact measurements and locations of products such as but not limited to: elevators, stairs, equipment, embedded conduit and boxes, slab-edges both interior and exterior, openings, any roof top equipment sizing, locations and openings, and the like.

COMPENSATION
Compensation for our basic scope of services as outlined above for the "Tree-Walk" and signage structures shall be a lump sum fee of $65,000.00(sixty-five-thousand dollars), plus reimbursable expenses for any large-format printing and our travel expenses outside of the KC Metro area, not to exceed $500.

Services will be invoiced and compensated on a monthly progress basis, but not more than the following portion at each milestone completion:
DD's: 30%
CD's: 45%
Bidding & CA: 25%.
Construction contract administration services will be due upon topping out of the structural system and not dependent on the remainder of construction completion by other trades.

Additional items include the following for both design and construction phase services. The compensation for each of these options assumes they are selected and proceed concurrently with the rest of the project basic scope of services design and construction schedule, and invoiced according to the base scope of services. At time of contract, items below are assumed to not be in our scope:

$3,000 – The foundations and slab for the Maintenance Building.
$6,000 – The superstructure and foundations for the Overlook Deck.
$3,000 – The foundations for the Trailhead-Restroom.
$4,000 – The structural framing for a custom Shelter to be stacked on top of the Overlook deck.
$3,000 – The foundations for the Restroom / Shelter at Circle-Park
$3,000 – The foundations for the Restroom / Shelter at South Park

Further costs would be required if the design of these optional facilities occurs at a later date and/or out of sequence with the remainder of the project.

REIMBURSABLE EXPENSES
Reimbursable Expenses for travel and printing costs, as described shall be billed at a multiple of 1.0 times the cost incurred, not to exceed $500.

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

- Design of any other ancillary / site structures, underground utility structures, foundations for lighting, signage, terracing, or the like unless noted above.
- Site retaining walls outside the building lines, including but not limited to retaining-walls not attached to the basic-scope building features we've included.
- Engineering services for custom-structures in lieu of the delegated designs for any of the pre-engineered and/or pre-fabricated components.
- Other site or landscaping features requiring structural engineering design services.
- Redesign of any structural components due to changes in delegated pre-engineered / pre-fabricated components engineered and provided by those parties after their initial approved submittals.
- Redesign after release of milestone packages for multiple or alternate configurations or significant revisions. We have the right to rely upon the Cost Estimator's cost estimates to ensure that the design is on track with the project budget.
- Design assistance related to resolving any construction deficiencies if it becomes necessary.
- Design assistance related to any contractor substitutions or revisions during construction for the contractor's convenience.
- Additional review of submittals if resubmittals become necessary.
- Extension of schedule for purposes of further development or more detail, extending the construction schedule into subsequent phases, and the like.

- Code-defined and or City required "special inspection" services.
- Flood-plain and environmental requirements are the responsibilities of other parties.
- Record structural drawings (as-builts) at the conclusion of the project to incorporate the contractor's redlines.
- Additional construction site visits or attendance at construction OAC meetings.
- Change to a fast-track delivery method and/or release of early structural packages out of sequence from or in advance of the remainder of the design team's completion of CD's currently planned to be delivered in a single package. In which case, the additional terms and conditions attached pertaining to early structural packages would apply.

Standard Hourly Billing Rates for 2026 shall be as follows, and shall be adjusted in January of each following calendar year.

Principal	$210.00
Sr. Engineer	$185.00
Staff Engineer	$155.00
Jr. Engineer	$130.00
BIM Technician	$105.00
Admin / Intern	$ 75.00

ADDITIONAL PROVISIONS

This proposal will be an amendment to our current Agreement with Stantec for this project.

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

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

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

Sincerely,

Marshall Van Tuyl, IE

Agreed to and Accepted by:

(Stand Signature)	(Signature of Client)
12/09/25	
(Date)	(Date)
MATT ENSTROM / PRINCIPAL	
(Printed Name/ Title)	(Printed Name/ Title)
Stand Structural Engineering Inc	
	(Company)

Lankford | Fendler + associates

Exhibit D

October 29, 2025R

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

Re: Blue Springs SW Park MEPF Services

Kelly,

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

This proposal is based upon the accuracy of all information received via email correspondence, request for proposal, meeting information, or telephone conversations, concerning project deliverables and/or schedule. It is our understanding that the Project consists of the development of Southwest Park as outlined in the CM Presentation package dated 10.14.2025, the schematic budget shared via email on 10.09.2025 and the schedule for deliverables shared via email on 10.16.2025. The scope of work includes MEP systems for permanent structures in the North Woods and South areas and MEPF systems for the Venue area.

This proposal includes services from Design Development through Project Completion as Schematic Design Services are covered under a previous agreement.

GENERAL SERVICES

- Design meetings with Client in quantity listed in Scope of Services attached.
- Provide drawings (English unit based) based on design meetings and design drawings/coordination meeting with Client.
- Coordination with local utility providers for new building services requirements.
- Provide deliverables as outlined herein.
- Design of mechanical systems consisting of heating, ventilating, air conditioning and exhaust systems for project.

- Design of plumbing systems to a point 5'-0" outside building consisting of sanitary waste, storm, vent, gas and domestic hot and cold water systems for project. This proposal does not include site work.
- Design of fire protection systems consisting of performance-type specifications. This proposal does not include any hydraulic calculations or site work.
- Design of electrical systems consisting of interior, exterior, emergency and egress lighting, fire alarm, normal power, emergency power, and telephone / data boxes only (no cabling infrastructure or network design services is included) for project. This proposal includes design of electrical service site work required for project including conduit for telephone or data service to a point 5'-0" outside building.
- This proposal provides for IECC Compliance documentation following the Prescriptive Compliance path utilizing COMcheck reports.
- Provide signed and sealed permit drawings.
- Provide construction observation services as outlined herein.
- Response to City Review comments. This proposal provides for a maximum of two (2) replies to city comments. Any additional reviews will be considered additional services and will be invoiced hourly per the attached charge-out rate sheet.

DELIVERABLES

In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Provide Construction Documents designed to most currently enforced local applicable codes/standards for the project, based on design meeting(s) and/or preliminary design drawings from the Client in accordance with laws, local codes, ordinances, rules, and regulations in effect as of the date of this Agreement.

Project sets and associated deliverables shall follow criteria listed in Scope of Services attached.

SPECIFICATIONS

Provide specifications to Client for insertion into project deliverables. The Client understands and agrees that products or building materials that are permissible under current building codes and ordinances may, at some future date, be banned or limited in use in the construction industry because of presently unknown hazardous and/or defective characteristics. The Consultant is only expected to meet current industry standards and may rely on manufacturer's information and representations. The Client agrees that if any product or material specified for this Project by the consultant shall, at any future date be suspected or discovered to be defective or a health or safety hazard, then the Client shall waive all claims as a result thereof against the Consultant.

CONSTRUCTION OBSERVATION

Services as listed in attached Scope of Services.

Shop Drawing Review. Review is for sole purpose of conformance with design concept. This proposal provides for a **maximum of two (2) individual shop drawing review(s)**. Any additional reviews will be considered additional services and will be invoiced hourly per the attached charge-out rate sheet. The Consultant shall review and approve Contractor submittals, such as shop drawings, product data, samples and other data, as required by the Consultant, but only for the limited purpose of checking for conformance with the design concept and the information expressed in the Contract Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Consultant's review shall be conducted with reasonable promptness while allowing sufficient time in the Consultant's judgment to permit adequate review. Review of a specific item shall not indicate that the Consultant has reviewed the entire assembly of which the item is a component. The Consultant shall not be responsible for any deviations from the Contract Documents not brought to the attention of the Consultant in writing by the Contractor. The Consultant shall not be required to notify Client, Owner or Contractor of missing shop drawings or shop drawings requiring follow-up action or to review partial submissions or those for which submissions of correlated items have not been issued.

Request for Information (RFI). Response to Contractor initiated field RFIs.

Construction Meetings. Participation in recurring bi-weekly Owner/Architect/Contractor (OAC) meetings either in person or via virtual option.

Site visits as outlined in the Scope of Services document at intervals appropriate to the stage of construction that allows Consultant to become generally familiar with the progress and quality of the work completed and to determine in general if the work is being performed in a manner indicating that the work when completed will be in accordance with the Contract Documents. However, Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or the quantity of the work. Consultant shall have no responsibility for construction means, methods, techniques, sequences, or procedures, or for safety programs or precautions in connection with the work, as these are solely the responsibility of the construction contractor. Consultant does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of the contractor, subcontractors, suppliers or any other entity furnishing materials or performing any work on the project.

If more extensive project observation or full-time project representation is desired, request shall be made for such services to be provided by Consultant as Additional Services in accordance with the terms of this Agreement, which will be billed at hourly rates pursuant to the attached current hourly charge-out rate sheet.

Consultant shall have no responsibility to inspect for or report the presence of water infiltration, mold or mildew on project site or adjacent areas.

REVIEW OF THIRD-PARTY INFORMATION

Review of product data, rough-in and/or shop drawings provided by Third (3rd) Party and/or Client for sole purpose of conformance with design concept. The Consultant shall review submittal, but

only for the limited purpose of checking for conformance with the Consultant's design concept and the information expressed in the Contract Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions. Review of a specific item shall not indicate that the Consultant has reviewed the entire assembly of which the item is a component. Therefore, Client agrees to waive all claims as a result thereof against the Consultant for any issues associated with this 3rd Party Submittal.

FEE AND COMPENSATION

Consultant proposes to provide these services based on project information listed for the following lump sum fees, plus reimbursable expenses.

• Design Development	$46,220.00
• Construction Documents	$83,200.00
• Construction Administration	$43,975.00
Total	**$173,395.00**
Reimbursable Expenses	$2,500.00 (estimated)

If the scope of work changes, or the Client requests changes to the scope of services outlined by this Agreement which requires development of new documents or changes to the 100% completed documents, the Consultant's fee shall be increased accordingly.

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

DURATION OF SERVICES

Design services (Design Development through Construction Documents) are assumed to have a 9-month duration from January 2026 through September 2026.

Construction Administration services are assumed to have a 14-month duration from October 2026 through November 2026.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES TO LIMIT THE LIABILITY OF CONSULTANT FOR DAMAGES ARISING FROM SERVICES PROVIDED BY CONSULTANT TO THE AMOUNT OF LISTED IN THE PRIME AGREMEENT. Except for willful acts or omissions, neither Client nor Consultant will be liable to the other for any special, incidental, punitive or consequential damages, or commercial loss of any kind, including loss of business or profits. These limitations shall apply regardless of the cause of action or legal theory asserted, and regardless of whether Client or Consultant has been advised of the possibility of such damages. Any claims or disputes arising during design, construction or post-construction between or among Client, Consultant, or the contractor, and subcontractor or supplier or otherwise will be submitted to mediation as the initial method for dispute resolution within a reasonable time after such dispute has arisen. Client and Consultant shall cause other

agreements relating to the project to include a similar provision for dispute resolution. In the event the dispute is not resolved through mediation, the prevailing party in any subsequent litigation or arbitration shall be entitled to recover its attorneys' fees and legal expenses and costs from the other party(ies). During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. Upon completion or early termination of this Agreement, the terms of this paragraph will survive.

ADDITIONAL TERMS AND CONDITIONS

Where this Proposal is silent, or where this Proposal is in conflict with the executed Stantec Subconsultant Agreement, the executed Stantec Subconsultant Agreement shall supersede this proposal.

Sincerely,
Lankford | Fendler + associates Consulting Engineers, Inc.



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

Enclosure Scope of Services Matrix
Hourly Rate Sheet (2025)

SCOPE OF SERVICES

DESIGN

BASIC SCOPE OF SERVICES

- ☒ HVAC Drawings & Specifications
- ☒ Plumbing Drawings & Specifications
- ☒ Electrical Power Drawings & Specifications
- ☒ Interior Lighting Drawings & Specifications
- ☒ Exterior Lighting Drawings & Specifications
- ☐ Landscape Lighting Drawings & Specs
- ☐ Streetscape Lighting Drawings & Specs
- ☒ Fire Protection Performance Design
- ☐ Fire Protection Head Layout
- ☒ Fire Alarm Performance Design

DESIGN MEETINGS

- ☒ Bi-weekly design meetings

DUE DILIGENCE

- ☐ Landlord or Tenant Lease Review*
- ☐ Introductory Site Observation Visit
- ☐ Field Verification of Existing Conditions

SPECIFICATIONS

- ☐ Short Version Spec on Drawings
- ☒ Book Specifications

ENERGY COMPLIANCE

- ☒ COMcheck™
- ☒ IECC Compliance
- ☐ Energy Modeling *(up to 2 iterations)***

AUXILIARY SCOPE OF SERVICES

- ☐ AV Design
- ☒ AV Rough-In Locations only*
- ☐ IT Design Dwgs. & Specs.
- ☒ IT Rough-In Locations only*
- ☐ Security Design
- ☒ Security Rough-In Locations only*
- ☐ Stairwell Pressurization Design
- ☐ Elevator Hoistway Pressurization Design
- ☐ Smoke Evacuation System Design
- ☒ Review of Construction Costs*
- ☐ Opinion of Probable Construction Costs
- ☐ Lighting Design Excluded (by others)

COORDINATION

COORDINATION WITH OTHER CONSULTANTS

- ☒ Structural
- ☒ Audio Visual (AV)
- ☒ Civil
- ☒ Informational Technology (IT)
- ☒ Security & Access Controls
- ☐ Lighting
- ☒ Food Service
- ☒ Code Consultant
- ☒ Landscape

SUBMITTALS

Project Drawings will be delivered utilizing: ☐ AutoCAD® ☒ Revit™

DOCUMENT SUBMITTALS:	☐ Demolition Drawings	☐ Written Concept Design	☒ FDP/UR Photometrics
SCHEMATIC DESIGN:	☐ **100**% SD Narrative		
DESIGN DEVELOPMENT:	☐ **50**%DD	☒ **100**% DD	
CONSTRUCTION DOCUMENTS:	☐ **50**%CDs	☒ **75**% CDs	☒ **100**% CDs
FINAL:	☒ Permit Set	☒ Bid Set	☒ Construction Set

CONSTRUCTION OBSERVATION SERVICES

BIDDING & NEGOTIATION

- ☒ Bid Question Responses
- ☐ Attend Pre-Bid Meeting
- ☒ Permit Review Responses *(2)***

CONSTRUCTION ADMINISTRATION

- ☐ Pre-Construction Meeting
- ☒ Bi-weekly Construction Meetings**
- ☒ Shop Drawing Submittal Review (up to 2/submittal)**
- ☒ Bid Review Responses
- ☒ Construction Site Visits**
- ☒ RFI Responses
- ☒ Construction Punchlists**

PROJECT CLOSEOUT

- ☐ Commissioning Report Review*
- ☒ Test & Balance Report Review*
- ☒ O&M Manuals Review*
- ☐ As-built Drawings Review*
- ☒ Test Reports Review*
- ☐ Electronic Record Drawings

CLARIFICATIONS

*Information provided by others.

**Any above designated amount will be additional services

A. All services NOT marked with an "**X**" are eliminated from this proposal.
B. Scope assumes a 9-month design duration and 12-month construction duration
C. Up to six (6) general site visits are included
D. One (1) Punchlist is included for each permanent park structure and Venue building

Lankford Fendler + associates

2025 BILLING RATE SCHEDULE

Effective October 1, 2024 through December 31, 2025

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

CONFIDENTIAL

CPLD Exhibit E

AGREEMENT FOR PROFESSIONAL SERVICES

November 25, 2025

Client

Kelly VanElders
Principal, Senior Landscape Architect
Office: 7208 W 80th Street, Overland Park, KS 66204
Direct: (913) 905-3415
Mobile: 816.260.9927
kelly.vanelders@stantec.com
Stantec

Project Description and Scope of Services

Clint Paugh Lighting Design LLC (CPLD) proposes to work on a fixed fee basis to provide lighting design and specification for the event venue and surrounding spaces, and the Tree Walk at Southwest Park in Blue Springs, Missouri. Consultation work is limited to those spaces and deliverables listed here. Any work beyond that listed may result in additional fees.

Scope definition:

- Lighting design for interior of event space, excluding back of house spaces (kitchen, storage, mechanical, office, hallways, bathrooms)
- Façade design for event space.
- Landscape and hardscape lighting for all outdoor patios and covered patios, decks and lawn wedding venue.
- Tree walk lighting design.

Deliverables:

CPLD deliverables to be PDF based conceptual design with sketches, images, etc. Design plan markups over architect provided drawings, PDF or hand-drawn detail sketches, annotated cutsheets of lighting fixtures. CPLD documents to be integrated into drawing set/model and fixture schedule by electrical engineer.
Control intent drawings showing switch, zone and scene recommendations based on conversation with design team.
Up to 6 meetings of 1 hour each in Kansas City or via Zoom.
Review of 50% and 100% CDs by architect or engineer (showing incorporation of CPLD lighting concepts).
Assist with shop drawing review.
Final focus of lighting included, if needed.

Fee Breakdown:

Design Development (includes concept design): $9,450 (70%)
Construction Documents: $1,350 (10%)
Construction Administration (including final focus): $2,700 (20%)
Expenses NTE: $1000

Services and Fee Detail

	Lighting Design services (see above)	**$13,500 fixed fee**
	NTE expenses (travel, sample procurement, mockup equipment, etc.)	**$1,000**
	Professional Services Start/End Date	(11/19/25)/ (11/19/27)

When accepted by Client this Proposal for Lighting Design Services and its attachments shall become a binding Agreement between the parties and shall make it subject to the Scope of Services and Terms and Conditions, which are incorporated by this reference. Clint Paugh is authorized to begin performance upon its receipt of a copy of this Agreement signed by Client. If Clint Paugh proceeds at the direction of Client and Agreement is not signed, or altered within ten (10) business days, then it is agreed that terms of Agreement are accepted by Client.

CPLDC signature:



Print Name: Clint Paugh

Title: Principal

Date: 11/25/2025

Client Signature:

Print name:

Title:

Date:

SCOPE OF SERVICES

Only services marked with an "X" are included in the Scope of Services.
Services not marked can be provided as Additional Services if requested. Services not listed are excluded.

Document Submittals:

- ☒ Schematic Design
- ☒ Design Development (PDF based)
- ☒ Construction Documents Review – 50%
- ☒ Construction Documents Review – 100%
- ☐ Issue for Permit (REVIEW/RESPOND ONLY)
- ☐ Issue for Bid (REVIEW/RESPOND ONLY)
- ☐ Issue for Construction
- ☐ Design based on prototype provided by client
- ☐ This project is intended to serve as a prototype for use in the design of subsequent projects.

Architectural Lighting:

- ☒ Interior architectural lighting design services
- ☒ Exterior facade lighting design services
- ☒ Exterior landscape/event space architectural lighting design services
- ☒ Coordination Meetings: [6] in-person or virtual
- ☐ Design intent narrative
- ☒ Lighting Concept Design
- ☒ Lighting layout documents (PDF)
- ☒ Light fixture cut sheets
- ☒ Lighting control intent diagrams
- ☐ Lighting control specification
- ☐ Lighting Calculations
- ☐ Development of custom luminaires
- ☒ Full or partial scale lighting mockups [3]
- ☐ Lighting photometric calculations
- ☒ Lighting detail sketches
- ☒ On-site aiming of lighting fixtures: [2] site visit(s)
- ☐ On-site programming (limited): [0] site visit(s)
- ☒ Attend [1] on-site construction meeting(s).
- ☐ Perform [0] construction site observation visit(s) with report.

Basis of Proposal

The Scope of Services above is based on the information provided to Clint Paugh as of the date of this proposal. Changes to the scope, changes in conditions, additional information, or redesigns may necessitate additional services.

Expert Witness

Expert witness services and other services related to legal proceedings are explicitly excluded from this Agreement.

Reimbursable Items

Items that are directly reimbursable are:

1. Printing Costs
2. Postage, Shipping, Delivery
3. Mockup time and materials (if mock-up is requested by the client).
4. Lamps provided by CPLD in aiming and focus efforts will be reimbursed at cost to CPLD.
5. Costs for travel, lodging and meals beyond Lawrence or the Kansas City area.

Payment Schedule

A. Monthly billing will parallel project schedule

B. Payment to Clint Paugh Lighting Design LLC shall be received within 30 days of invoice date. A finance charge of 1.5% per month will be added to overdue balance amounts.

Publicity

A. If project is published with approval of the owners, we request credit in the following format:

LIGHTING DESIGN – CLINT PAUGH LIGHTING DESIGN LLC.

B. CPLD may request permission to photograph their work for marketing, publications, website, etc.

C. If client doesn't desire publicity, we will respect this direction.

Additional Work

The following will constitute additional work and will reflect the number of hours required to perform the additional tasks at rates listed by this document.

1. Redesign of approved scope work (changes to architecture or landscape design that require redesign of completed lighting design work).
2. Design of custom detailing of custom fixtures or special artwork.
3. Requested work outside initial scope including, but not limited to:
    a. Design development of custom light fixtures (never before been built)
    b. Participation in additional full-scale mock-ups requested by the owner
    c. Additional Lighting Design required by artwork Direction of focusing or setting of lighting

"scenes" beyond job completion as defined by scope areas

Where this proposal is silent, or where this proposal is in conflict wiht the executed Stantec Sub-consultant Agreement, the executed Stantec Sub-consultant Agreement shall supersede this proposal.

Agreement

A. Limitation of Liability: Client agrees, to the fullest extent permitted by law, to limit the liability of CPLD to Client and to all consultants and subconsultants on the project for any and all injuries, claims, losses, expenses, damages of any nature whatsoever or claims expenses arising out of this Agreement from any cause or causes, so that the total aggregate liability of CPLD and its subconsultants to all those named shall not exceed CPLD's total fee for services rendered on this project. Such claims and causes include, but are not limited to CPLD's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

B. Dispute Resolution: Any dispute arising out of or relating to this Agreement that has not been resolved by the good faith efforts of the parties will be finally settled by arbitration conducted expeditiously in accordance with the rules of the American Arbitration Association. The arbitration will be governed by the United States Arbitration Act, 9 U.S.C. § 1, *et seq.*, and judgment upon the award rendered by the arbitrator(s) may be entered by any court with jurisdiction. The location of the arbitration must be in the Kansas City, Missouri metropolitan area. The arbitrator(s) are not empowered to award damages in excess of compensatory damages and each party irrevocably waives any damages in excess of compensatory damages. The prevailing party if any, as determined by the arbitrator, shall be allowed to recover their attorney fees and the costs related to the arbitration.

General

1. Notices. Unless otherwise provided herein, any notice, request, instrumentation or other document to be given by any party hereto shall be in writing, delivered personally or mailed by certified mail, postage prepaid, return receipt requested (such mailed notice to be effective on the date such receipt is acknowledged or refused).

2. Choice of Law. This Agreement shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of Kansas (without reference to the choice of law provisions of Kansas law) and provided further that with respect to matters of law concerning the internal corporate affairs of any corporate entity which is a party to or the subject of this Agreement, and as to those matters, the law of the jurisdiction under which the respective entity derives its powers shall govern.

3. Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4. Invalidity. In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument.

5. Interpretation. The titles, captions or headings of the Sections herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

6. Drafting. Each and every provision of this Agreement has been independently, separately and freely negotiated by the parties as if this Agreement were drafted by all parties hereto.

Exhibit A

AGREEMENT FOR PROFESSIONAL SERVICES

November 25, 2025

Client

Kelly VanElders
Principal, Senior Landscape Architect
Office: 7208 W 80th Street, Overland Park, KS 66204
Direct: (913) 905-3415
Mobile: 816.260.9927
kelly.vanelders@stantec.com
Stantec

Project Description and Scope of Services

Clint Paugh Lighting Design LLC (CPLD) proposes to work on a fixed fee basis to provide lighting design and specification for the event venue and surrounding spaces, and the Tree Walk at Southwest Park in Blue Springs, Missouri. Consultation work is limited to those spaces and deliverables listed here. Any work beyond that listed may result in additional fees.

Scope definition:

- Lighting design for interior of event space, excluding back of house spaces (kitchen, storage, mechanical, office, hallways, bathrooms)
- Façade design for event space.
- Landscape and hardscape lighting for all outdoor patios and covered patios, decks and lawn wedding venue.
- Tree walk lighting design.

Deliverables:

CPLD deliverables to be PDF based conceptual design with sketches, images, etc. Design plan markups over architect provided drawings, PDF or hand-drawn detail sketches, annotated cutsheets of lighting fixtures. CPLD documents to be integrated into drawing set/model and fixture schedule by electrical engineer.
Control intent drawings showing switch, zone and scene recommendations based on conversation with design team.
Up to 6 meetings of 1 hour each in Kansas City or via Zoom.
Review of 50% and 100% CDs by architect or engineer (showing incorporation of CPLD lighting concepts).
Assist with shop drawing review.
Final focus of lighting included, if needed.

Fee Breakdown:

Design Development (includes concept design): $9,450 (70%)
Construction Documents: $1,350 (10%)
Construction Administration (including final focus): $2,700 (20%)
Expenses NTE: $1000

Services and Fee Detail

	Lighting Design services (see above)	**$13,500 fixed fee**
	NTE expenses (travel, sample procurement, mockup equipment, etc.)	**$1,000**
	Professional Services Start/End Date	(11/19/25)/ (11/19/27)

When accepted by Client this Proposal for Lighting Design Services and its attachments shall become a binding Agreement between the parties and shall make it subject to the Scope of Services and Terms and Conditions, which are incorporated by this reference. Clint Paugh is authorized to begin performance upon its receipt of a copy of this Agreement signed by Client. If Clint Paugh proceeds at the direction of Client and Agreement is not signed, or altered within ten (10) business days, then it is agreed that terms of Agreement are accepted by Client.

CPLDC signature:



Print Name: Clint Paugh

Title: Principal

Date: 11/25/2025

Client Signature:

Print name:

Title:

Date:

SCOPE OF SERVICES

Only services marked with an "X" are included in the Scope of Services.
Services not marked can be provided as Additional Services if requested. Services not listed are excluded.

Document Submittals:

- ☒ Schematic Design
- ☒ Design Development (PDF based)
- ☒ Construction Documents Review – 50%
- ☒ Construction Documents Review – 100%
- ☐ Issue for Permit (REVIEW/RESPOND ONLY)
- ☐ Issue for Bid (REVIEW/RESPOND ONLY)
- ☐ Issue for Construction
- ☐ Design based on prototype provided by client
- ☐ This project is intended to serve as a prototype for use in the design of subsequent projects.

Architectural Lighting:

- ☒ Interior architectural lighting design services
- ☒ Exterior facade lighting design services
- ☒ Exterior landscape/event space architectural lighting design services
- ☒ Coordination Meetings: [6] in-person or virtual
- ☐ Design intent narrative
- ☒ Lighting Concept Design
- ☒ Lighting layout documents (PDF)
- ☒ Light fixture cut sheets
- ☒ Lighting control intent diagrams
- ☐ Lighting control specification
- ☐ Lighting Calculations
- ☐ Development of custom luminaires
- ☒ Full or partial scale lighting mockups [3]
- ☐ Lighting photometric calculations
- ☒ Lighting detail sketches
- ☒ On-site aiming of lighting fixtures: [2] site visit(s)
- ☐ On-site programming (limited): [0] site visit(s)
- ☒ Attend [1] on-site construction meeting(s).
- ☐ Perform [0] construction site observation visit(s) with report.

Basis of Proposal

The Scope of Services above is based on the information provided to Clint Paugh as of the date of this proposal. Changes to the scope, changes in conditions, additional information, or redesigns may necessitate additional services.

Expert Witness

Expert witness services and other services related to legal proceedings are explicitly excluded from this Agreement.

Reimbursable Items

Items that are directly reimbursable are:

1. Printing Costs
2. Postage, Shipping, Delivery
3. Mockup time and materials (if mock-up is requested by the client).
4. Lamps provided by CPLD in aiming and focus efforts will be reimbursed at cost to CPLD.
5. Costs for travel, lodging and meals beyond Lawrence or the Kansas City area.

Payment Schedule

A. Monthly billing will parallel project schedule

BranchPattern

Exhibit F

PROPOSAL FOR SERVICES

TO:	Kelly VanElders, PLA Stantec	FROM:	Brad Lewis, RCDD BranchPattern

PROJECT NAME:	Southwest Park Event Center
PROJECT LOCATION:	Blue Springs, MO

SERVICES: AV/technology and acoustical design services

SCOPE OF WORK SUMMARY:

Acoustical consulting scope will concentrate on sound absorption and mechanical noise, and less about room-to-room isolation outside of noise from nearby . Pre-function and event space will be the two primary spaces for acoustical treatment. Design scope is lump sum fee with any construction scope available hourly as needed.

Audiovisual scope includes full biddable drawing and specification set including infrastructure (boxes and conduit) plus systems. AV systems depend on a robust network, power and cooling, we will give requirements for others to coordinate. Construction will include submittal review, responding to RFIs and conducting a punch walk. Primary work will occur at:

Event Space:

- projector/screen spec and layout/locations
- mic and speaker spec and layout/locations

Pre-Function (dual use as conference/meeting/training room):

- projector/screen spec and layout/locations
- mic and speaker spec and layout/locations

Outdoor Event Lawn:

- sound system – mic and speaker spec and layout/locations

Telecommunications and /or design can be handled by BranchPattern optionally. We've included all project oversight scope in the acoustical and AV scope.

Telecommunications covers all passive networking (data drops, horizontal and backbone cabling, coordination of telecom room size, layout and components such as racks and ladder tray) but excludes active networking (switches and servers) and sitework.

Similarly, electronic security scope creates coordinated drawings and specifications to include in a Contractor's scope for access control, surveillance cameras, intrusion detection and emergency call systems.

FEE BILLING TYPE: Lump-Sum

FEE DETAIL:

Scope	Fee	Approval (Initial)
Acoustical Consulting	$12,000	
Audiovisual Design and CA	$25,000	
BASE SCOPE TOTAL:	$37,000	
Telecommunications Design + CA (optional scope)	$8,000	
Electronic Security Design + CA (optional scope)	$5,000	

CLIENT ACCEPTANCE:
Stantec

By: _____ Date: _____

Title:

Print Name:

APPROVED BY:
BranchPattern

By: _____ Date: _____

Title:

Print Name:

This is a proposal for Professional Engineering services to be furnished by BranchPattern, Inc. (hereinafter referred to as BranchPattern), to Stantec (hereinafter referred to as Contracting Party) in accordance with the mutually agreed conditions. The term Owner in this agreement refers to the Contracting Party and/or their client.

So that would have a break down of:

	DD	CD	CA	
AV	$ 7,500	$ 10,000	$	7,500
Telecom	$ 2,500	$ 3,500		
Security	$ 2,000	$ 2,000		
Acoustics	$ 6,000	$ 6,000		
Total	$ 18,000	$ 21,500	$	7,500

Telcom & Security added to base

-Brad

Brad Lewis
Principal

D 913 228 3604
BranchPattern.com

DISCIPLINES INCLUDED IN THIS PROPOSAL

- ☐ Building Performance Modeling
- ☐ Enclosure
- ☐ Design Engineering
  - ☐ Mechanical
  - ☐ Electrical
  - ☐ Plumbing
- ☒ Acoustics
- ☒ Technology Design
  - ☒ Audiovisual
  - ☒ Telecom
  - ☒ Security
- ☐ Commissioning
- ☐ Green Building Certification

GENERAL

PROJECT DETAILS:

A new event venue building in a new 50-acre park in Blue Springs that will primarily be used for weddings. Building is 15,560 sq over two levels and the current budget is $9MM, that includes FF&E and significant site work as well.
The park and building will be owned and operated by the City of Blue Springs. The event venue is centered in the 50-acre park with a future residential neighborhood planned to the northeast of the building which is not expected to experience sound disruption from this project.
Project is currently at 50% SD.

SCHEDULE:

- Design: January – September 2026
- Construction: January 2027 – April 2028

Planned frequency of design meetings not requiring travel: ☐ weekly ☐ bi-weekly ☒ as-needed, not regularly scheduled
Number of site visits during design: (0) Zero
Number of site visits during construction: (2) Two
Record documentation is:

☒ By contractor - Electronic record drawings will not be prepared at the conclusion of construction. The contractor will provide the owner with as-built mark-ups to be used as the record drawings.

☐ Included - Electronic record drawings will be prepared at the conclusion of construction. These record drawings will be based upon as-built drawing markups (shop drawings are not sufficient without highlighted changes) provided by the contractor(s), BranchPattern will provide one (1) electronic transmittal (pdf, dwg, and/or rvt) with the contractor's markups included.

ACOUSTICS

☒ Architectural acoustics – room finishes and wall shaping (reverb / sound quality)
☒ Building systems noise control (NC level)
☒ Room-to-room isolation (STC / IIC)
☐ Sound masking
☐ Exterior noise isolation
☐ Acoustical testing / validation
☐ Environmental noise control (exterior mech noise control)

DISCOVERY: Meet with Owner / Architect to understand acoustical wants and needs. Create an acoustical criteria report, outlining our agreed upon target acoustical criteria.

DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENTS: Drawing Reviews: Review Architectural and building system drawings, once each in DD and CD phases, reviewing the previous phase documents. Provide comments on possible improvements, highlighting if or when we anticipate being outside of the guiding acoustical criteria.

CONSTRUCTION ADMINISTRATION: Hourly to answer questions as needed.

TECHNOLOGY DESIGN

PLANNED DELIVERABLES PER PROJECT:

☒ Design Development
☐ 50% Construction Documents
☐ 75% Construction Documents
☒ 95% Construction Documents
☒ 100% Construction Documents

COMMON DELIVERABLES:

DISCOVERY

- Participate in a Discovery Meeting to understand the project information and goals as well as understand Owner's experience and knowledge of system types.
    - The deliverable is a Meeting Report with a description of the project performance goals.

DESIGN DEVELOPMENT:

- Responsibility Matrix for low-voltage systems
- Initial design drawings and specifications table of contents covering all included scope. Unedited draft specifications or Table of Contents.

CONSTRUCTION DOCUMENTS:

- Final bid / construction documentation, including drawings and specifications. Specifications: Edited draft CSI format specifications. Legend and General Notes Drawing. Typical Detail Sheet.

BIDDING / NEGOTIATION:

- Assist the Contracting Party and owner in evaluating bids or negotiated proposals, provide responses to building department plan review comments, and issue addendum to clarify design based on contractor questions.

CONSTRUCTION ADMINISTRATION:

- Review submittals, equipment warranties, etc. for design conformity. Provide formal responses to contractor RFIs regarding design and field conditions. Perform site visits inclusive of design "punch visits", as noted under "SCHEDULE" above.

AUDIOVISUAL

- ☒ Paging / background music design
- ☒ Meeting space design
- ☐ Digital signage design
- ☒ Performance space design
- ☐ Functional testing
- ☐ System commissioning
- ☐ Graphical user interface layouts
- ☐ Digital signage layouts

TELECOMMUNICATIONS

- ☒ Structured cabling
- ☐ Wireless predictive survey
- ☐ Wireless post-install survey
- ☐ Building data / monitoring (smart buildings)
- ☐ Distributed Antenna System (DAS)
- ☐ Network hardware (access points, switches, etc.)
- ☐ Outside plant (site network routing)

SECURITY

- ☒ Access Control
- ☒ Video Surveillance
- ☒ Intrusion Detection
- ☒ Emergency (Blue) Phones
- ☐ Threat Analysis
- ☐ Crime Prevention through Environmental Design (CPTED)

SCHEDULING/COORDINATION

- The Contracting Party and BranchPattern are aware that many factors outside BranchPattern's control (Force Majeure) may affect the BranchPattern's ability to complete the services to be provided under this Agreement. BranchPattern will perform these services with reasonable diligence and expediency consistent with sound professional practices.
- Contracting Party shall provide the necessary scheduling and coordination of its own forces and of other project consultants or sub-consultants sufficient to operate the orderly and efficient completion of BranchPattern's work without delay, interference, or interruption. BranchPattern will use reasonable efforts to meet schedules agreed to in advance by BranchPattern. BranchPattern's work shall be performed during typical five-day, forty-hour weeks (holidays excepted), without any premium time. If extended hours are required due to circumstances beyond the control of BranchPattern, BranchPattern shall be compensated for additional overhead, premium time costs, and productivity loss.
- Contracting Party and/or their sub-consultants shall provide the following for BranchPattern's use to complete the scope of work:
  - Architectural base plans in digital (Autodesk REVIT) format. If BIM360 or other cloud collaboration software is used, BranchPattern will have admin rights to add other users and other administrative functions.
  - Final cut sheets or data for equipment and materials requiring mechanical, electrical, or plumbing services and/or connections [ten (10)] days prior to the implementation of the associated work. The provided data shall contain the necessary information to complete the design (for example: wattage, CFM, GPM, etc.) The contracting party understands that BranchPattern's performance schedule to complete the scope of work will be impacted if the above data is not provided in a timely manner.
  - Facilitate coordination of work between BranchPattern and other consultants.
- Revit Level of Detail: BranchPattern will make every effort to match project LOD. Our default approach is to follow AIA LOD 300 (as defined in the AIA E202 document), where major equipment is

modeled with precise geometry for quantity, size and location. For any deviations, a BIM Execution Plan is to be coordinated before design is underway.

SUPPLEMENTAL WORK

Any work requested by the Contracting Party not defined in the above Scopes of Work is deemed supplemental work to this agreement and shall be negotiated or invoiced in accordance with our standard hourly rates and reimbursable expenses, see above. This includes but is not limited to the following:

- Revisions to drawings, specifications, or design documents when revisions are changes to previously approved design criteria.
- Design or extension of utilities outside of 5’-0” from the building.
- Detailed cost estimates or formal opinions of probable costs.
- Extension of BranchPattern’s services beyond the warranty period / twelve (12) months from project substantial completion date for services that have not been completed, through no fault of BranchPattern, for this part of the project.
- Equipment selections or system redesign after issuance of 100% CDs; for example, due to but not limited to equipment lead time or pricing.
- Detailed life-cycle costs and/or energy use studies.
- Certification Tracking.
- Fundamental and Additional Commissioning.
- Full-time Construction Administration services.
- Special Studies (i.e. feasibility, etc.)
- Extraordinary site verification studies or surveys, resulting in measured drawings.
- Providing professional services that arise as a result of defects in work by the contractor in the performance of the Construction Contract.

Exhibit G

Contract 2026
PROPOSAL FOR CONSULTING SERVICES
Better Ask Angela
Submitted by: Angela Dicioccio, Owner
Website: www.betteraskangela.com
Email: hello@betteraskangela.com
Project: Southwest Park Wedding Venue – Design & Development Support
Client: Stantec Consulting Services / Project Partners

ABOUT BETTER ASK ANGELA
Better Ask Angela is a Kansas City–based boutique consulting and marketing firm specializing in the wedding and event industry.
Founded in 2015, Better Ask Angela brings:

- 21 years of hands-on experience in luxury weddings, venue operations, guest experience, and vendor workflows
- A decade of consulting for wedding-industry businesses, venues, planners, developers, and creative teams
- Deep expertise in the functionality and operational reality of wedding venues—ensuring designs support efficient operations, memorable guest experiences, and long-term revenue success

I help architects, developers, and municipalities create wedding venues that are not only beautiful but highly functional and aligned with modern market expectations. My expertise ensures the design team understands what today's couples value most, what features drive bookings, and which operational considerations must be built in early for long-term success.

SCOPE OF SERVICES
Consulting services will be provided from January 2026 through the end of construction 2027. The scope aligns with Stantec's requested categories and reflects the depth of preparation, review, meeting participation, research, documentation, and follow-up required to support the design team.
Total estimated hours: 44 hours
Hourly Rate: $200/hour

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1. DESIGN DEVELOPMENT (DD)
Estimated Hours: 20 hours
Fee: $4,000
Services include:

- Participation in the initial programming/kick-off meeting
- Review of conceptual layouts, circulation diagrams, and venue spaces
- Market trend insights, competitive benchmarking, and feature recommendations
- Advising on guest-flow strategy, ceremony-to-reception flow, vendor access, and circulation
- Recommendations for bridal suites, storage, bar placement, photo locations, lighting, acoustics, and operational functionality
- Written follow-up notes summarizing key recommendations

DD Phase Breakdown:

- Initial Programming Meeting: 6 hours
- Two Design Review Meetings + Prep + Follow-Up: 12 hours
- General advisory support: 2 hours

---

2. CONSTRUCTION DOCUMENTS (CD)
Estimated Hours: 14 hours
Fee: $2,800
Services include:

- Review of 50% and 90% CD sets for operational functionality and guest experience
- Verification that DD recommendations are integrated into the documents
- Identification of potential issues related to circulation, storage, vendor access, or event logistics
- Recommendations for lighting, finishes, signage, and wayfinding
- Written markup notes and summary recommendations

CD Phase Breakdown:

- Document review + coordination: 10 hours
- Virtual meetings (up to 3): 4 hours

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3. CONSTRUCTION ADMINISTRATION (CA)
Estimated Hours: 10 hours
Fee: $2,000
Services include:

- Construction-phase walkthrough with the design team
- Pre-walkthrough preparation and review of current construction progress
- Operational and guest-experience recommendations as construction nears completion
- Final advisory notes confirming alignment with intended program and functional goals

CA Phase Breakdown:

- Walkthrough + review + follow-up: 8 hours
- Ongoing advisory communication: 2 hours

⭐ HOURS JUSTIFICATION STATEMENT
Hours have been estimated to reflect the depth of preparation, review, coordination, and follow-up required to meaningfully support the design team. In my experience, this scope consistently requires additional behind-the-scenes work beyond meeting time, and the expanded hours account for that professional effort to ensure the venue's long-term success.

⭐ HOUR FLEXIBILITY STATEMENT
Because project needs evolve as we move deeper into design, the hours allocated per phase are fluid and may be reallocated as necessary. Time may be shifted between programming, design review, document review, and construction support to best serve the project while remaining within the total contracted hours.

---

4. EXPENSES – NOT TO EXCEED (NTE)
NTE: $500
Covers:

- Travel mileage
- Parking
- Printing or resource materials
- Any reimbursable expenses pre-approved by the client

TOTAL PROPOSED FEE
44 hours × $200/hr = $8,800
Expenses NTE: $500
Total: $9,300
All services will be performed in accordance with the Subconsultant Agreement dated November 24, 2025.

INVOICING & PAYMENT TERMS

- Invoices issued monthly according to Stantec's billing cycle
- All consulting services will be performed exclusively by Angela Dicioccio of Better Ask Angela, LLC
- Payment due within 30 days of Stantec's receipt of payment from the client

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ACCEPTANCE
Better Ask Angela is honored to support the creation of a high-functioning, competitive, and modern wedding venue for the Southwest Park development. I look forward to contributing insight that elevates both the design and the long-term guest experience.
Signature lines available upon request.

TriMark®
Foodservice Equipment, Supplies and Design

Design Services Proposal

Exhibit H - Add Alternate

Issued December 19, 2025

Client Information:
Stantec
Kelly VanElders, Principal
7208 W. 80th Street, Suite 201
Overland Park, Kansas 66204

Project Summary:
Southwest Park Event Center
Southwest Park
Blue Springs, MO 64015
New Warming Kitchen and Bar

Prepared by:
Hockenbergs Equipment & Supply, LLC ("TriMark")
Dba TriMark Hockenbergs
Adam Rich, Director of Design and Development
14603 West 112th Street
Lenexa, KS 66215
913.687.0391

Thank you for the opportunity to provide this design proposal.
Our design team is eager to put our knowledge and expertise to work for you on this project!

SCOPE OF PROJECT

TriMark's design professionals will provide the Client with consultation, drawings, and documentation (the "Services") for use in the procurement and installation of foodservice equipment at the Client's foodservice facility as referenced above in the project summary (the "Project").

Program Area

This agreement is for approximately 950 sq. ft of foodservice space as specified by Client. The following areas included are: Back of house Warming Kitchen with Hot Food Holding, Cold Food Holding, Prep area, Warewashing area, Storage, Buffet area and Liquor Bar.

Project Phases & Deliverables

The Project will consist of the following phases and deliverables. Each phase includes meetings, as required by TriMark, to coordinate with project team members. The phase and Project durations are approximate and vary based on scope variables, iterative design process, and Client's availability.

Design Development

TriMark will work with the Client to recommend equipment that aligns with the Client's budget and needs. Once the Client's final selections are made, a tagged floor plan and equipment schedule will be issued for coordination. Upon completion, TriMark will obtain Client's approval of the deliverables before initiating the next phase.

The deliverables in this phase will be as follows:

- Foodservice equipment selection/specifications (seating/laundry if applicable)
- Provide Budget cost estimate

Construction Documents
TriMark will create comprehensive plans that include the mechanical, electrical, and plumbing requirements for the equipment selected and approved by the Client. The documents will provide equipment utility schedules along with rough-in location requirements and any details as needed. Manufacturer shop drawings will also be provided as required to convey design intent. Once the construction documents phase has begun, any subsequent changes will constitute Modifications (as defined below).

The deliverables in this phase will be as follows:

- Final foodservice equipment layout and schedule (seating/laundry if applicable)
- Foodservice related plumbing rough-in plans and schedules
- Foodservice related electrical rough-in plan and schedule
- Special conditions plans (if applicable this will include: wall backing, suggested beverage conduit locations, hold-to/critical dimensions, floor curbs/depressions)
- Manufacturer system details & shop drawings as required to convey design intent (exhaust hoods, refrigeration drawings, custom stainless, etc.)
- Equipment specification sheet book
- Final cost estimate for the Project

Bidding
TriMark will work with the Client's design and construction team during the bidding phase to evaluate qualified bids submitted.

The deliverables in this phase will be as follows:

- Preparation of Addenda as required
- Bid review
- Approval of equipment alternates and value engineering proposals
- Answers to RFI's

Construction Administration
TriMark is committed to working with the Client's construction team throughout the course of the entire project to ensure the integrity of the project is maintained.

The deliverables in this phase will be as follows:

- Answers to Requests for Information (RFI's)
- Bulletins
- Review and approval of kitchen equipment contractor submittals
- Perform site walks to review progress and assist with coordination (site walks to be scheduled at Client's discretion and travel expenses and reimbursables will be billed per Reimbursable Expenses section noted in this proposal)
- Construction punch list
- Final Inspection

CLIENT RESPONSIBILITIES
Client is responsible for completing the below activities and providing the required information prior to TriMark's commencement of the Services. TriMark will rely on the information provided by Client for accuracy and completeness. Any error or defect in the deliverables due to inaccuracy or incompleteness of the information provided by Client will be corrected upon request at Client's cost.

The Client responsibilities include:

- Providing the Project scope, menu, operational goals, foodservice budget and schedule guidelines
- Providing the current building plans and details, available in AutoCAD or Revit
- Completing verification of available utility supply
- Communication of any changes to the building impacting interior space
- Provide a detailed list of any existing equipment items that should be incorporated into the Project design
- General equipment brand standards or preferences (if applicable)

EXCLUSIONS

Unless explicitly stated otherwise herein, the following items are excluded from the scope of Services:

- Coordination and submittals to the authority having jurisdiction: including health department submittals, trade permit submittals, and building permit submittals
- Permit or submittal fees
- Site survey and field measurements for as-built drawing documentation prior to design commencement
- Architectural Services for the general construction of the foodservice project
- Structural Engineering required for supporting foodservice equipment
- Stamped Architectural or Engineering drawings

FEES & BILLING TERMS

Trimark shall provide the services detailed in this proposal at the following fee structure:

Design Development Phase	$3,300
Construction Document Phase	$5,600
~~Bidding Phase~~	~~$850~~
Design Total	Revised: $8,900
~~Construction Administration Phase~~	~~$3,450~~
Project Total	~~**$13,200**~~

Billing Terms: Terms will be governed by the Stantec Sub-Consultant agreement.

~~Phased billing of Project Total will be performed in accordance with industry standards that matches the design progress of this project with final payment due prior to release of the final construction documents.~~

TriMark reserves the right to revise proposal fees should progress on the project be halted for more than 90 days from TriMark's receipt of notification of stoppage.

Please note that applicable taxes will be added at time of billing. Payment must be received in full prior to the release of completed drawings to the client.

~~If the client awards TriMark Hockenbergs with the contract for the foodservice equipment package, then **$3,450** will be deducted from the total amount due by the client.~~

Client Initials _____

TriMark®
Foodservice Equipment, Supplies and Design

REIMBURSABLE EXPENSES

It is anticipated that drawings and specifications will be shared electronically. The following shall qualify as reimbursable expenses and billed to Client monthly or as otherwise agreed at TriMark's cost plus a 10% administrative fee: NOT TO EXCEED: $500

- Client pre-approved hard copy reproductions of drawing sets and cut sheet books
- Client pre-approved travel and expenses beyond that noted in the above Scope of Project

MODIFICATIONS

Upon Client approval of each phase, the phase will be considered completed and any rework of the documents completed in that phase will be handled in accordance with the following hourly rate schedule:

Designer/Technical Designer	$125/hour
Lead/Senior Designer	$150/hour
Director	$175/hour

Modifications can also include any major revisions to drawings and specifications after the Construction Document Phase has started or drawing and specification revisions required to accommodate requested value engineering after the completion of the Construction Documents phase. Revisions of TriMark's drawings required by building department plans examiner are included at no additional charge. If TriMark Hockenbergs is not awarded the equipment package, the same fee schedule above will be used for Construction Administration services.

~~This Design Services Proposal is subject to TriMark's Terms and Conditions of Design located at: http://www.trimarkusa.com/SiteMedia/SiteResources/Terms/TriMark-Terms-of-Design.pdf, which are incorporated herein by reference. The Design Services Proposal and the Terms and Conditions of Design are referred to collectively herein as "the Agreement."~~

Terms will be governed by the Stantec Sub-Consultant agreement.

The parties hereby execute this Agreement by their duly authorized representatives intending to be bound as of the Effective Date.

		Adam Rich	12.19.2025
CLIENT SIGNATURE	**DATE**	**TRIMARK SIGNATURE**	**DATE**
		Adam Rich, Director of Design and Development	
PRINT NAME	**TITLE**	**PRINT NAME**	**TITLE**

Client Initials _____

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: December 19, 2025
ITEM TYPE: Contract
SUBMITTED BY: Dennis Dovel
CONTRACT NUMBER:
DEPARTMENT: Parks and Recreation
STRATEGIC PLAN PRIORITY: Balanced Growth

ITEM DESCRIPTION

Adopt a Resolution approving a purchase in the amount of $1,522,340.40 from DC Structures for an events venue kit package (materials only) for Southwest Park, CIP project PR-71.

BACKGROUND

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

In 2019-20 the City hired Stantec Consulting Services, Inc. through an RFQ process to conduct a Park Master Plan needs study and to develop a conceptual design for Southwest Park and Roscoe Righter Park. This work is being used to develop the construction documents and facility amenities for Southwest Park as part of the Parks Sales Tax program, promised to residents in the renewal initiative. With an over 80% passage and the growth in the southern boundaries, it is important to continue working towards providing the community with a public park south of Moreland School Road.

On May 19, 2025, the City Council, by Resolution No. 35-2025, hired Stantec Consulting Services Inc to provide design services for the construction of Southwest Park. Stantec Consulting Services Inc., 621 Architecture and other consultants, along with staff have been identifying the programming needs and have begun schematic diagrams, space analysis and venue design. On November 3, 2025, by Resolution No. 95-2025, the City Council entered into an agreement with Newkirk Novak Construction Partners to provide construction management services including pre-construction estimating.

During the Schematic Design phase of Southwest Park, the structure being designed by the building architect was priced by Newkirk Novak Construction Partners as part of their estimating scope. At that time the price for the designed structure was estimated to be $14,000,000, significantly exceeding the amount budgeted for that amenity of the park. Staff and the design team began looking for alternatives to reduce the cost without sacrificing the programming of the building. Premanufactured or kit buildings were examined. Companies such as Timberlyne and DC Structures were contacted. Timberlyne provided kits that could not be customized to fit a specific need, while DC Structure offered full customization to their kits.

The design team worked with DC Structures to develop a concept that fits the City's site and confirmed with them that they could deliver the building concept design the team

came up with. The kits provide the materials for the shell of the building, with all interior finishes including all mechanical, electrical, plumbing, drywall, paint, fixtures and other components being the responsibility of Newkirk Novak Construction Partners to provide as part of the guaranteed maximum price. These trades will be provided by Newkirk Novak Construction Partners utilizing local trade partners and local material vendors.

Once DC Structure confirmed they could provide the building kit materials, pricing was established and a current estimate for the entire building to be constructed was evaluated. The current building is larger and provides additional features than what was previously designed by the architects and is estimated to be around $7,000,000 to $8,000,000 for total construction.

Staff recommends approval of a purchase agreement with DC Structures to provide the building kit materials for a price of $1,522,340.40.

FINANCIAL IMPACT

Contractor:	DC Structures
Amount of Request/ Contract:	$1,522,340.40
Amount Budgeted:	$1,200,000
Budget Year:	FY 2025-26
Funding Source/Account #:	158-73000-544100 PR-71
Account Balance:	$1,200,000 Date: 12/29/2025
Additional Funds Needed:	$322,340.40 Proceeds from Bonds to be issued in late 2026
Funding Source/Account #:	
Revenue to be Received:	$
Revenue Account No.	--

PROJECT TIMELINE

Estimated Start Date	January 6, 2026
Estimated End Date	December 31, 2028
Years and Months Contract in effect	3 years
Number of times renewable	0

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with purchase agreement attached as Exhibit A.

REVIEWED BY

Requesting Director: Dennis Dovel

Legal: James Newell

Administration: George Schmitz

City Administrator: Christine Cates

Budget: Christine Cates

SUPPORTING DOCUMENTS

Document	Required	If not required, explain
Certificate of Insurance:	Yes	
E-Verify:	Yes	
Bond:	N/A	

IRS Form W-9	Yes	12/30/25
Bid/RFP/RFQ and Tabulation	N/A	
Bid Waiver: (less than three bids)	Yes	
Contractor address and email:	Yes	DC Structures 11251 SE 232nd Avenue Damascus, OR 97089 Samantha Throndsen 503-487-3914 samantha@dcbuilding.com
Project Exemption Certificate needed:	Yes	

Resolution No. 004-2026

A RESOLUTION APPROVING A CONTRACT WITH DC STRUCTURES, INC. FOR A EVENT VENUE BUILDING MATERIAL KIT PACKAGE FOR SOUTHWEST 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 secured a quotation for an events venue kit package for Southwest Park; and

WHEREAS, the Department worked with DC Structures to design and price a custom kit package for materials and now recommends that the City award a contract to DC Structures, for work based on scope of services in the amount of $1,522,340.40.

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

Section 1. The City Administrator is hereby authorized to enter into a contract between with DC Structures, 11251 SE 232nd Avenue, Damascus, OR 97089 for events venue kit package for Southwest Park in the amount of $1,522,340.40. A copy of the proposed Contract is attached hereto as Exhibit “A” and is incorporated herein.

Section 2. City staff is directed to perform all tasks necessary to implement said contract including submitting a budget amendment to Council for approval.

Section 3. The City expects that expenditures will be made, by or on behalf of itself, after the date of adoption of this Resolution in connection with the Project, and the City intends to reimburse itself for such expenditures with proceeds of the Bonds to be issued in October of 2026.

Section 4. 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 5th day of January 2026.

CITY OF BLUE SPRINGS

ATTEST:

Chris Lievsay, Mayor

Erin Ford, City Clerk

EXHIBIT A

EFFECTIVE DATE: January 6, 2026	TERMINATION DATE: December 31, 2028	CONTRACT NUMBER:

CITY	CONTRACTOR
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**	**DC Structures, Inc.** **11251 SE 232nd Ave.** **Damascus, OR 97089**
Department: Parks and Recreation	Attention: Samantha Throndsen
Phone: 816-228-0265	Phone: 503-487-3914

GOODS AND SERVICES CONTRACT

THIS CONTRACT, made and entered into this 30th day of December, 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. 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. **Non-Exclusive Contract.** This Contract is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source.

4. **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.

5. **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.

6. **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 this Contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as ***Exhibit 1***.

7. **Costs not to Exceed**. The City of Blue Springs is limited by law 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 8.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.

8. **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 $1,522,340.40 unless agreed to by City and Contractor in writing.

9. **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 the 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 provider. 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 the 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 City terminates this Contract, Contractor will assist City in the orderly termination of services, including timely transfer of services to another designated provider. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

10. **City's Limitation on Indebtedness.** In accordance with the laws of the State of Missouri, specifically Missouri Constitution, Art. VI, Section 26, notwithstanding any provision to this contract, nothing in this Contract shall be construed as creating an obligation or debt beyond the City's fiscal year, and in the event that it does, performance of the City's obligations under this Contract is expressly subject to appropriation of funds by the City year-to-year during the duration of this Contract.

11. **Conflicts**. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Contract. A violation of this provision renders the Contract void. Any federal regulations and applicable provisions in Section 105.450 *et seq*. RSMo. shall not be violated. 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.

12. **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 this Contract or to terminate the same as provided herein, and no such assignment shall require

the City to give any notice to any such assignee of any actions which the City may take under this Contract, though City will attempt to so notify any such assignee.

13. **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.

14. **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.

15. **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.

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

17. **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.

18. **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.

19. **No Third-Party Benefits**. This Contract shall not be deemed to create any third-party benefit hereunder for any member of the public or to authorize anything or anyone, not a party hereto, to maintain suit pursuant to the terms of this Contract.

20. **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.

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

a. **Comprehensive General Liability.** Minimum limit 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 it 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.

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

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

b. The Contractor shall defend, indemnify, and hold the City and its elected or appointed officials, officers, employees and agents harmless from and against all actual claims and alleged claims and all damages, including but not limited to losses, liabilities, costs, expenses

and attorney fees arising out of personal injuries, including illness or death, and damage to, or destruction of, property, which are caused by the Contractor or the Contractor's agents, employees, sub-contractors or by others for whom Contractor is liable arising out of or in any way connected with or resulting from, performance of, or failure to perform, this Contract.

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

d. 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 Law or Regulation. The parties agree that the City is not indemnifying this Contract for any reason whatsoever.

e. Notwithstanding any provision to the contrary, in no event shall Contractor's aggregate liability for all damages connected with its services under the Contract be less than the actual damages incurred by City.

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

23. 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 it's or their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity, and any subcontractors of the business entity, shall also affirm by the affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A subcontractor shall provide similar affidavit and documentation to the Contractor at the time the subcontractor is hired pursuant to Section 15 CSR 60-15.020. The business entity and any subcontractor of the business entity shall be required to provide the affidavits described in this section to the City on an annual basis. The business entity is not required to provide the E-Verify Memorandum of Understanding, or similar document, showing the business entity is in fact, enrolled in E-Verify or similar program each year unless the business entity has updated or entered into a new Memorandum of Understanding. A federal work authorization program is any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L.99-603. *A business entity is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term business entity shall include but not be limited to self-employed individuals (except it shall not include a self-employed individual with no employees), partnerships, corporations, contractors, and subcontractors*.

The following Affidavit shall be used by the contractor and any subcontractors that are

required to sign:

Work Authorization Affidavit

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

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

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

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

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

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

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

1. My name is _____ and I am currently the _____ of _____ (hereinafter "Company"), whose business address is _____, and I am authorized to make this Affidavit.

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

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

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

_____ _____
Affiant / Contractor Printed Name

Subscribed and sworn to before me this _____ day of _____, 20___.

_____
SEAL Notary Public

24. **Anti-Discrimination Against Israel Act.** If this agreement has a total potential value of $100,000 or more and Contractor has 10 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 this 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.

25. **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.

26. **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.

27. **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.

28. **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. This Contract supersedes all other agreements and conditions, including, but not limited to Attachment A to this Contract.

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

DC STRUCTURES, INC

By: _____
Name: Dustin Gruetter
Title: CEO

CITY OF BLUE SPRINGS, MISSOURI

_____
Christine Cates, City Administrator

APPROVED AS TO FORM

/s/ James Newell
James Newell, City Attorney

Exhibit 1 to Contract Scope of Work		
Name of Contractor	DC Structures, Inc.	
Scope of Work (Job Description)	Event Building Kit Materials for Southwest Park events building. See attachment A for specified material list. All work shall be performed in accordance with Contractor's Southwest Park Venue Proposal dated December 5, 2025 attached hereto and incorporated herein as Attachment A.	
Start Date	January 6, 2026	
Interim Deadlines (if applicable)	**Date**	**Phase of Project to Be Completed**
Final Completion Deadline	December 31, 2028	
Reimbursable Expenses	☒ None ☐ Travel, Lodging, Meals, Phone Calls, Copying, Postage	
Maximum Payment	$1,522,340.40	Maximum payment for services rendered
	$	Maximum amount of expenses to be reimbursed
	$1,522,340.40	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: 10% due at time of acceptance for Schematic Design Phase. 30% due at Structural Design phase. 60% and final payment due Materials Package phase. ☐ % retainage held until completion of project.	

ATTACHMENT A

STRUCTURES

Southwest Park Venue Proposal

Modified Black River Barn Kit



Prepared For:
Christine Cates
903 W. Main Stret
Blue Springs, Missouri 64015
P: (816) 622-4002
E: ccates@bluespringsgov.com

Property Address:
4725 SW 12TH ST (To be confirmed)
Blue Springs, Missouri
64015

Prepared By:
Samantha Throndsen
P:503-487-3914
E:samantha@dcbuilding.com
DC Structures
11251 SE 232nd Ave.
Damascus, OR 97089

Document Date: 11 / 24 / 2025

The base package price expires after 180 days of the document date listed above, upon expiration current market pricing will be applied and a new signature required.

Drawings Included in the Design Development:

Schematic Design Package:

- Floor Plans
- Elevations
- Sections View
- Exterior 3D Views
- Interior Views
- Window and Door Schedule
- Exterior Finish Specifications (Siding, Roofing, Stone, etc.)
- Mechanical & Plumbing (Equipment location)
- (Up to 5 revisions, upon the 6th request for revision design fees will apply at **$130/hr**)

Structural Design Package:

- State Specific Structurally Stamped Engineered Plans
- Framing Plans (Foundation, Floor, Shear Walls, & Roof(s))
- Structural Details

*(*Any customer changes made after engineering is complete, additional fees will apply*)*

The following items are additional services, DC Structures can provide but are NOT included in the following proposal (unless otherwise specified) and may be required by your local permitting authority. Please discuss these things with your project coordinator, additional fees will apply.

Additional services available by DC Structures, ADDITIONAL FEES WILL APPLY:

- Lighting Plan (Equipment location, fixtures, switches, outlets, and basic wiring)
- Interior Finish Schedule (Flooring, Wall & Ceiling Coverings, Fixture Types, and/or Fireplace Finishes)
- Site Plan (Basic Utility Locations & Building Placement)
- Exterior Color Renderings & Animation Package
- Interior Color Renderings & Animation Package
- Architectural Stamped Plans (Building Code, Energy Code, Fire & Life Safety Code, Accessibility Code, Additional review of submittal package)

Additional 3rd Party Services That May Be Required, ADDITIONAL FEES WILL APPLY:
DC Structures may be able to help facilitate these things based on the project and its location

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- Title 24 Report and/or Energy Requirements
- REScheck
- MEP Engineering
- Civil/Drainage Plan
- Topography/Grading Plan
- Soils/Compaction Testing
- Post-Tension Slab Engineering: Pending Soils / Geotech Report
- Solar Consulting
- Fire Sprinkler Design, Fire Alarm, Fire Egress, Fire Access & Water Storage

Prefabrication Included:

Flat square foundation required (shim plates are provided for a minimal variance). Any changes made to the foundation need to be communicated prior to procurement to adjust post lengths.

- All posts are cut to length, slotted for knife plates, drilled for bolt connections, relief cut to allow welds on column caps to sit flush
- All beams cut to length, drilled for bolt connection where applicable, valley beams cut to length with proper angles.
- All rafters cut to length with proper seat cuts and plumb cuts. Cut to allow wall sheathing and continuous ridge blocking.
- Deck beams cut to length, deck rail posts cut to length and slotted for connection.
- Floor trusses fabricated to final plan spec.
- Wall components are cut, labeled, and wrapped individually. Ready for field assembly with minimal cutting required. Layout binder provided for assembly.

***Note:* Prefabrication scope does not include interior framing, siding, exterior trim, sheathing, hardware installation, Arena exterior walls.**

Material Package Items	Price	Quantity	Subtotal

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South Haven MI Barn (Black River) Includes: • 11,192 Sq. Ft. Condition Space • 4,501 Sq. Ft. Unconditioned Space • 41' 11" Overall Height at Cupola • 32' 1" Main Hall Ridge Height • (9) 48' Interior Clear Span Glulam Trusses (per plan) • 2x DF Purlins in Main Hall • (6) Exterior Clear Span Glulam Trusses (per plan) • (3) Interior Entry Glulam Trusses (per plan) • Pre-Manufactured Roof Trusses per plan • 3/12, 6/12, 7/12 & 9/12 Roof Pitch • Second Floor w/14" IRC Open Web Floor Trusses 24" oc. Rim Joists. 1-1/8" Floor Sheathing • 4' Wide Interior Stair Framing (per plan Excludes Finish Railing) • 146 Sq. Ft. Deck per plan w/Exterior Stairs and Cedar Decking • 4" x 10" Douglas Fir Shed Rafters • 2" x 6" T&G Ceiling cover over rafters • Custom Heavy Timber Custom Entry Cover per plan • Shed Style Covered Rear Patio • (3) Cupolas per plan • Primed Hardie Board & Batten Siding per Elevations • Primed Hardie Lap Siding per Elevations • Primed Hardie Exterior Door & Window Trim • Primed Hardie Belly Band & Fascia • 1x6 DF T&G in Main Hall Ceiling, Entry Cover Roof, All non structural Soffits • 2" x 6" Wall Framing Throughout All Exterior Walls • LVL Stud Framing in walls over 16' • CDX Roof Sheathing • Exterior Wall Protection System w/ Vapor Barrier Throughout Exterior Walls • Custom Concealed Structural Knife Plates w/ Anchor Bolts • Black Powder-Coated Finish on Select Hardware (Excluding Nuts & Bolts) • (4) Small Heavy Timber Douglas Fir Corbels • (4) Large Heavy Timber Douglas Fir Corbels • (2) Sets of Blueprints Based on Standard Engineering (County specific-engineering & engineering wet stamp available) • Digital Set of Completed Blueprints w/ Standard Structural Details • Builder Support Throughout Construction From Our Licensed Builder Team	$901,831.45	1	$901,831.45

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• Live 3D walk-through of the final design (Upon Request) **Standard Engineering** • Snow Load: 35 lbs. per Sq. Ft. • Wind Load: 115 mph (3-sec gust) • Seismic Zone: D • Exposure Class: C • Loft Load: 40 lbs. per Sq. Ft.			
Engineering Upgrade - Increase Length 12', Add Additional Mechanical Space & Storage Area. *Sq. ft. to be confirmed in design* Includes: • Additional Roof Framing • Additional Roof Sheathing • Additional Wall Framing, Sheathing, & WRB • Additional Siding & Exterior Trim ***Note:*** Cost is based on the amount of Sq. Footage added. Final material will be determined by the structural engineer.	$57.47	940	$54,021.80
Cedar Deck - Extend deck to 10'x20'. *Sq. ft. to be confirmed in design* Includes: • 6 x 6 Select Grade Douglas Fir Heavy Timber Columns • 2 x 12 Klear Gard Joist • 6 x 12 Klear Gard Beams • All Structural Connection Hardware & Hangers • 2" x 6" Select Tight Knot Western Red Cedar Decking • 42" Tall Select Tight Knot Cedar Hand-Railing w/ Cedar Balusters • 6"x 6" Douglas Fir Rail Posts w/ Connection Hardware • 1" x Select Tight Knot Cedar Deck Trim ***Note:*** Decks are priced by the square foot and include the standard handrail. The images below may include options or features not included in this proposal.  	$56.30	54	$3,040.20

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Gable Cover w/ Heavy Timber Truss - 54'x30'. *Sq. ft. to be confirmed in design* Includes: • Handcrafted 9/12 12' Mortise & Tenon King Post Timber Truss • Select Grade Douglas Fir 6" x Columns & Rafter Beams • Select Structural 2" x Rafters w/ CDX Roof Sheathing • All Hardware Needed to Complete the Framing ***Note:*** Deck covers are priced by the area's square foot and are subject to change over a 16' span. The photos are meant to illustrate the scope listed above and may contain options or features that are not included in your package. Cover and truss only; image based off 12' deck & cover; soffit not included. 	$88.25	1620	$142,965.00
OPTIONAL - Roof Top Deck 10'x20' Includes: • 2" x 12" Joists • 2" x Pressure Treated Sleepers • T&G Plywood • All Structural Connection Hardware & Hangers • 2" x 6" Select Tight Knot Western Red Cedar Decking • 42" Tall Select Tight Knot Cedar Hand-railing w/Cedar Balusters • 6"x 6" Douglas Fir Rail posts with connection hardware • 1" x Select Tight Knot Cedar Deck Trim • 200sq.ft. x $94.40 *Note:* This option does not include exterior walls under the deck. Excludes waterproof membrane (to be provided by client). Decks are priced by the square foot and include the standard handrail.	$18,880.00	0	$0.00

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OPTIONAL - Exterior Staircase w/ Cedar Railing **Includes:** • 2" x Douglas Fir Stair Stringers Treated w/Klear Gard • 2" x Select Tight Knot Cedar Treads & Risers • Select Tight Knot Cedar Stringer Trim • Select Tight Knot Cedar Handrail & Balusters • 6" x Select Grade S4S Douglas Fir Posts • Custom Concealed Powder-Coated Knife Plates • Galvanized Connection Hardware **Note:** Scope is based on a 12' deck height and includes (1) landing. If that changes, we will need to adjust the price accordingly. 	$4,905.20	0	$0.00
OPTIONAL - Exterior Heavy Timber Framed Staircase **Includes:** • Select Grade FOHC S4S 4" x 12" Douglas Fir Stringers • Select Grade FOHC S4S 6" x 12" Douglas Fir Landing Beams • Landing with 2" x 6" Cedar Decking & Treads • Select Grade FOHC S4S 6" x 6" Douglas Fir Posts and Railing Posts • 2" x 6" Select Tight Knot Cedar Railing Top Cap • 2" x 4" Select Tight Knot Cedar Horizontal Member Top and Bottom • 2" x 2" x 48" Select Tight Knot Cedar Balusters (Spaced to Code) • All Required Structural Connection Hardware • Klear Gard treatment for all horizontal Douglas Fir members & Stringers **Note:** Cost is based on an 11' 2nd-floor height and may be impacted if that height varies	$14,707.40	0	$0.00

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Commercial Design Review - Cost is based on total Square Footage. *Sq.ft. to be confirmed in design* **Commercial Design Review** **Building Code -** **International Building Code (IBC)** **California Building Code (CBC)** • Located on Code Review Plan • Use • Occupant load • Allowable area • Allowable height • Executed by DC **Electrical Code -** **National Fire Protection Agency (NFPA) IBC** • Located on Code Review Plan • Identify relevant edition • Executed by MEP consultant **International Plumbing Code (IPC)** • Located on Code Review Plan • Water closets required • Sinks required • Mop sinks required • Drinking fountains required • Execution of design and routing of systems is the responsibility of the MEP consultant **Energy Code-** **Calgreen** **Breeam** **Living Future** • Located on Code Review Plan • Identify relevant edition • Executed by MEP consultant **Fire Code-** **International Fire Code (IFC)** **NFPA** • Located on Life Safety Plan • Sprinklers required or not required • Rated wall requirements • Fire extinguisher cabinet locations • Smoke alarm locations • Rated wall assembly • Separation distance • Execution of all items above by DC • Execution of sprinkler design by MEP consultant **Life Safety-**	$2.85	18307	$52,174.95

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NFPA **IBC** **ANSI** • Located on Life Safety Plan • Exits required • Exit widths required • Exit distances required • Dead-end corridors • Executed by DC **ADA + ANSI -** • Located on Code Review Plan and relevant floor plan + enlarged plan • Enlarged compliant bathroom plan • Fixture + Accessory mounting heights • Executed by DC **County Specific Requirements-** • Located on Code Review Plan • Identify location-specific restrictions • Executed by DC **Homeowner's Association Requirements (HOA)** • Located on Code Review Plan • Identify location-specific restrictions • Executed by DC **Architectural Site Plan** Includes: • Existing and proposed lot lines • Building Placement • Basic new utility layout (septic, well, power) • Setbacks • Existing and proposed driveways • Existing natural features (slope, contours) **Disclaimer: Based on jurisdiction, DC will provide the above items. For anything else, the client will give the markups on existing utilities, wetlands, drainage ways, rivers, streams, trees, etc. In addition, DC will include the on-site plan.* **Note:** This compliance review must be completed for all commercial projects to ensure the design and floor plan meet the proper design criteria and meet any local and federal codes.			

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Architectural Stamped Plans - Included in Commercial Design Review Above Commercial projects (some residential) require a Design Professional of Record (typically a licensed architect). In those cases, DC Structures works with clients in coordinating Architectural Services with collaborating licensed architects when the need arises as an Additional Service fee. The architect coordinates with civil, mechanical, and electrical consultants designated to the project to combine a plan set ready for building department submittal. During the process, we work closely with the architect in designing the project to ensure the project meets the commercial building code. Some components include verifying egress widths, exit distances, fire extinguisher cabinet locations, and total building occupancy, among other essential requirements to help determine fire code specifications and an overview of code compliance for fire and life safety for your project. In addition, this process helps streamline the submittal review process with state and local jurisdictions. This service does not include fire sprinkler plans, but we can coordinate them for an additional fee. Note: This compliance review is required to be completed for all commercial projects to ensure the design and floor plan meet the proper design criteria and will meet any local and federal code. Pricing is based on the total square footage of the structure.	$0.00	1	$0.00
Commercial Structural Engineering Fee - Cost is based on total Square Footage. *Sq.ft. to be confirmed in design* **Includes:** • Additional construction details • Additional structural details • Additional design time and coordination between additional design professionals	$1.00	18307	$18,307.00

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Project Notes • Parcel # and/or Coordinates (if needed): 4725 SW 12TH ST BLUE SPRINGS, MO 64015 • Jurisdiction (city or county, please clarify): City of Blue Springs • HOA: No • Elevation: 930 • Roof Snow Load: 20lbs • Wind Speed: 115mph • WUI Requirements Apply? No • Energy Requirements (CA roof sheathing) **Provided by:** • Doors: DCS • Windows: DCS • Railings: PBO/DCS - To be confirmed • Siding: DCS & PBO (Stone) • Chair Rail: PBO • Soffit: DCS	$0.00	1	$0.00

Material Package **$1,172,340.40**

Window, Door and Equine Items	Price	Quantity	Subtotal
Placeholder for Windows and Doors • Size, function, color, series & manufacturer to be confirmed in design	$350,000.00	1	$350,000.00
Placeholder Pricing — Actual window and door quotes to be determined during schematic design.			

Window, Door and Equine Package **$350,000.00**

Material Package Items	**$1,172,340.40**
Window, Door and Equine Items	**$350,000.00**
Total	**$1,522,340.40**

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**Pending final engineering calculations*.
**All engineering questions should be requested from DC Structures not directly requested from the Engineering Firm*
**Every project is unique therefore there are factors that can affect procurement time as well as engineering and costs associated to your project*

Payment Schedule

Description	Price
10% Payment **Schematic Design Package:** • Elevations • Sections View • Exterior 3D Views • Interior Views • Window and Door Schedule(s) • Exterior Finish Specifications (Siding, Roofing, Stone, Etc.) • Mechanical and Plumbing (Equipment Location ONLY) • **Up to five (5) Revisions, Upon sixth (6th) Revision, Additional Charges Will Apply.**	$117,234.00
30% Payment **Structural Design Package:** • Structurally Stamped Engineered Plans • Foundation Plans • Framing Plans • Shear Wall Plans with Hold-down(s) • Roof Plans • Structural Details • **Any Client Changes Made After Completion of Engineering, Additional Charges Will Apply**	$351,702.00
60% Final Payment • Procurement of All Material Package Components • Manufacturing of Prefabricated Components • Assembly Drawings and 3d Model • Project Binder with Instructions • Master Ship List • **Upon Procurement Payment, Material Package Must Ship within 180 days or Material Package Price is Subject to Current Market Conditions**	$703,404.40
Window, Door and Equine Payment • Collected at Time of Procurement and Final 60% Payment	$350,000.00

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Total	**$1,522,340.40**

Shipping Information: All shipments will be made via FOB origin from the DC Structures Inc. warehouse located at 11251 SE 232nd Ave, Damascus, OR 97089. Please note that shipping costs are not included in the sale price and will be contracted directly with the shipping broker.

Tax Responsibilities: The Owner is responsible for all applicable taxes stemming from this sale, including but not limited to sales tax, use tax, and custom duties. The Owner agrees to comply with all tax regulations and is responsible for filing and paying any taxes due from this purchase.

Approval

Samantha Throndsen	11 / 24 / 2025
Samantha Throndsen	
Christine Cates	

This Proposal is Valid for 14 days.

Terms & Conditions

Owner (i.e., the person(s) accepting the foregoing Proposal from DC Structures (“DCS”)) and DCS agree that the following terms are included in and supplement the foregoing Proposal. All

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references to Owner or DCS include such parties' officers, agents, employees, heirs, successors, legal representatives, and assigns.

1. **Pricing.** The base package price in this proposal will be locked for 180 days of the document date listed on this proposal. ***In the event of any changes to the project detailed in this proposal (including without limitation any design or engineering alterations, material type or quantity changes, shipment date changes) or in the event of changes in market conditions outside of DC Structures control which impact cost. DC Structures will update all material pricing in this proposal to current pricing based on the new document date and will require a new signature of approval.***
2. **Payment.** Unless otherwise stated in the Proposal, an initial payment of 10% of the total Proposal price is due upon Owner's acceptance of the Proposal, this payment is nonrefundable upon the design beginning and owner will be provided with the design materials that have been created up to that point should they choose to cancel. Payment of 30% of the total Proposal price is due prior to the CD and engineering phase, this payment is nonrefundable upon construction details being completed or plans being stamped by the engineer of record. The remaining 60% is due prior to procuring, manufacturing, and creating assembly drawings/instructions, this payment is nonrefundable upon the procurement of materials beginning. Separate from and in addition to these payments, Owner agrees to a pricing adjustment based on current company pricing and agrees to subsequent payment that may occur if owner elects to change ship date from the mutually agreed upon date in the DCS shipping agreement.
3. **Shipment Pickup; Title; Risk of Loss; Transit Waiver & Release; Offloading;** The Owner agrees that their site can accommodate the material package delivery by an 80' truck and trailer and will have a 6,000 lb. reach forklift onsite to offload the material package. Unless otherwise stated in the Proposal, DCS material packages will arrive to Owner via FOB from DCS' headquarters or other originating location(s) of the materials ("Shipment"), and title to and risk of loss of the materials will pass to Owner upon leaving DCS headquarters. The date of pickup agreed to is not the date of arrival or delivery to owner's location. DCS shall not be liable for, and Owner waives and releases DCS from any and all losses, damages, penalties, or expenses arising after the Shipment that relate in any way to the transit and delivery of materials, including without limitation delays in transit. The third-party logistics company assumes liability during delivery. The Owner will

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be provided with a DCS shipping document providing more detail. Owner shall inspect and make an inventory of materials delivered to Owner's location and report to DCS, within 72 hours of the materials' arrival at Owner's location, any claim or issue relating to the quantity, quality, or suitability of materials in the Shipment(s). Owner must submit time-stamped photographs and a copy of the bill of lading with any missing or damaged materials clearly marked. DCS will ship any replacement material direct to site in a timely manner.

4. **Limitation of Actions.** No action arising out of or relating to this agreement may be commenced against DCS more than 12 months after the date of delivery of materials to Owner's location.
5. **Security Interest.** Owner hereby grants to DCS a security interest in the materials sold to Owner under this agreement and any proceeds therefrom (including accounts receivable), until DCS has received payment in full for the materials. Upon DCS' reasonable request, Owner shall sign and deliver to DCS any document necessary or appropriate to evidence, perfect, or enforce this security interest.
6. **Taxes.** Owner shall pay all taxes directly to the appropriate taxing authority and pay any third-party expenses imposed on, in connection with, or measured by, the transaction arising from or relating to the proposal.
7. **Force Majeure.** DCS will not be liable for delays in performance or for non-performance due to unforeseen circumstances or causes beyond DCS's reasonable control.
8. **Assignment; Delegation.** Owner may not assign any of Owner's rights under this agreement or delegate any performance or obligation under this agreement, except with the prior written consent of DCS. Any purported assignment of rights or delegation of performance in violation of this section is void.
9. **Governing Law; Waiver of Jury Trial Right; Designation of Forum; Attorney Fees.** The laws of the state of Oregon shall govern this agreement, without regarding to choice-of-law principles. Any claim or dispute arising from or relating to this Agreement shall be subject to binding arbitration, and judgment on the arbitration award, if any, may be entered in accordance with applicable law. The parties to this agreement acknowledge and hereby waive right to jury trial with regard to this agreement. The parties agree that the forum for arbitration proceedings will be in Oregon. At any time, Owner and DC may collaborate in reaching a resolution of a claim or dispute by negotiation or mediation. In any arbitration or litigation arising from or relating to the Project or this Agreement, the prevailing party shall be entitled to recover from the other

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all reasonable expenses including reasonable attorney fees, in addition to all other sums provided by law.

10. **Entire Agreement; No Amendments.** This agreement constitutes the entire agreement between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties. No amendment or modification to this agreement will be effective unless it is in writing and signed by both parties.
11. **Counterparts; Electronic Signatures.** This agreement may be signed in one or more counterparts, which together will form a single agreement. This agreement may be signed electronically.
12. **CAD Release ($1,000).** Files are offered in “DWG” format and are provided from the “A” sheet files of Floor Plans, Roof Plans and Elevations only. Not available: 3D views, cross sections, structural plans. No exceptions.
13. **Residential Lighting Plan ($1,500).** Files are offered in “PDF” format and are provided only to show the rough layout of fixtures, switches, outlets, and basic wiring design. Plan contents will show “placeholders.” Only licensed electricians will be able to comply with county electrical plan requirements. Change to “DWG” files add $200 for set.
14. **Structural Changes ($1,500).** Non-building department changes. Builder or Architect requests (changing foundation, adding details not required by the county). Soils/Geo Tech reports arriving after engineering is complete and plans are completed. Engineering to be charged separately.
15. **Expiry of Proposal.** The pricing on an accepted proposal will remain valid for 180 days of date listed on this proposal, upon commencement of that 180 days DC Structures reserves the right to reprice the material package with current market pricing unless otherwise agreed upon in writing by DCS and the client.
16. **Cancellations, Returns, Refunds.** DCS purchases are non-refundable. The client will be provided with the services or materials they have paid for regardless of if they decide to cancel at any point. If the client chooses to resume the same project in the future the payments made will be applied, but the overall price is subject to change. If the client chooses to cancel the project and has made a future milestone payment(s) (whether those services were for design or procurement) and have not begun, a refund will be provided in the amount of that future milestone payment, minus 20% for company overhead and operating costs. If the owner chooses to change the delivery date within 90 days of the ship date after making the final payment, DCS reserves the right to charge a

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stocking fee of $175.00 a day. DCS will only accept returns for exchange or refund, for items damaged in transit within 72 hours of delivery.

17. **Applicable Codes, Laws, and Regulations:** All construction documents, details, plans, and calculations identified in the Proposal shall be designed and produced in conformance with or exceeding all applicable codes, laws, and regulations within the authority having jurisdiction within the identified project's locale. The Owner shall not be held responsible for identifying the applicable codes, laws, and regulations to which the structure shall be designed to, nor liable for any nonconformance of the final construction documents, details, plans, and calculations to any applicable codes, laws, and regulations.
18. **Right to Refuse Service.** DC Structures Inc reserves the right to refuse service or performance of contract milestones laid out in the payment schedule of this agreement to any person or entity, for any reason not excluded by law, in its sole discretion. DC Structures Inc will provide a refund upon cancellation for any contract milestone paid for and not provided.
19. **Missed Ship Dates.** If the Client selects a pickup date and elects to change that date, the client may be subject to a current market pricing adjustment and subsequent payment, DCS warehouse calendar availability and a stocking fee.
20. **Weather.** In severe weather, we may determine it is not safe to load or allow pickup at the DCS warehouse and cancel that day’s pickup. When this occurs, we will reschedule the pickup as soon as weather permits. Please help assist us with the rescheduling.
21. **Storage.** The owner and/or owner’s representative are responsible for storing materials to insure the preservation of their quality and fitness for construction. DC recommends they be placed on wooden platforms or other hard clean surfaces not directly on the ground and should be placed under covered storage when available. We do not recommend storing your materials for longer than three months outside of a dry covered storage building due to potential weather damage. DC is not responsible for replacing materials damaged due to inclement weather and new materials will need to be purchased via change order.
22. **Provided by Others Items.** The Owner acknowledges and agrees that any materials provided by them for the purpose of manufacturing shall be free from defects and compliant with all relevant regulations and standards. DC shall not be held liable for any loss, damage, injury, or expense arising from the use of the materials provided by the Owner, including but not limited to, any defects, non-compliance issues, design issues,

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size issues, or inherent risks associated with said materials. The Owner agrees to indemnify and hold harmless the DC, its employees, agents, and affiliates from any claims, demands, or liabilities arising out of or related to the materials provided by the Owner. This release of liability shall survive the termination or expiration of the manufacturing contract.

23. **Wall Panels:** If DC and the client choose to incorporate wall panels they shall be designed and manufactured in accordance with the specifications in the plan set associated with this project and approved via DocuSign by the owner. The panels shall be constructed using high-quality materials that meet industry standards for durability and aesthetics. The design shall incorporate all specified items as agreed upon by both parties in this agreement and on the approved plan set. The manufacturing process shall adhere to strict quality control measures to ensure consistency and precision in the fabrication of each panel. All panels shall be inspected prior to delivery to ensure they meet the agreed-upon specifications and are free from defects.

    Installation of the wall panels is not included in this contract and shall be the responsibility of the owner or a third-party contractor hired by the owner. DC shall provide detailed installation guidelines and support to assist the owner or their chosen contractor in the proper installation of the panels. Any damages incurred during transportation or installation shall be the responsibility of the owner or their appointed contractor. DC shall not be liable for any issues arising from improper installation or handling of the panels by parties other than themselves.

24.

Client & Contractor Expectations

- A 6k rated forklift is the minimum required to unload materials.
- There will need to be access to the job site for a semi-truck and trailer or a sufficient alternative staging area to receive material.
- Any and all secondary delivery to the job site will be the client's responsibility to be available to receive.
- DC Structures will provide the builder with a master construction binder printed on 11" x 17" paper. Layout for all the timbers, rafters, and wall components. Window and door cut

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sheets if provided by DC Structures. Cut sheets for all specialty equipment provided by DC Structures.

- DC requires that upon delivery everything be inspected for damage as well as take an inventory of all items to ensure all items have been delivered
- Upon receiving delivery, if any units are damaged before being unloaded, please note on the BOL (driver will have) the possibility of damage on a specific package number. Also take pictures of any damage before unloading and forward to support@dcbuilding.com. This will ensure a quick replacement of any damaged item.
- The owner and/or owner's representative are responsible for the preservation of the quality and fitness of materials for construction.

From DC Structures Warehouse

Pre-Fabricated Items

- Post and Beam
- Rafters
- Wall Framing
- Corbels
- Timber Trusses if applicable

Misc. Framing Items

- Stair components
- Floor sheathing
- Temporary Bracing
- Sub Fascia
- Connection Hardware
- Sill Seal
- Pressure Treated Sill Plate
- Interior Framing

Siding and Exterior Trim

- Exterior siding
- House Wrap
- Window, door, and corner trim
- Finish Fascia
- Decking
- Railing

Vendor Direct Shipping

Sheet goods will arrive the same week as the items mentioned above. A forklift may be required to unload these items as well.

- Roof and wall sheathing will be delivered locally
- Floor or roof trusses

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- Windows
- Doors
- Specialty items such as Breezeway Doors, Dutch Doors, and Stall Equipment (Forklift Required)

Job-site Recommendations and Expectations

If there is currently no access to the job site, we would require a gravel access road as well as gravel surrounding the jobsite for adequate area to turn around a semi-truck. This will also help during construction to keep the working area from becoming too muddy to work in. Also staging material in a gravel area vs dirt will give better access and less cleanup during construction. Bails of straw during the wet season can also help keep the area drier and cleaner.

We would recommend there be adequate power on the job site within 100 ft of the building. Portable toilets for any workers on site. Also, a dumpster or designated area for waste to keep the job site clean during construction as well as being able to separate specific material for building purposes away from any item that may be misused

DC Structures will provide shim plates for the knife plates in the case that the slab is not perfectly level. However, we would recommend that the framers purchase composite shims to ensure the walls are level and at the right height in the case the slab is not perfectly flat as all the wall components are precut before delivery.

If there are any questions or concerns please reach out to your project coordinator or call 888-975-2057.

☐	**I have read the client and contractor expectations**

☐	**I agree to the Terms and Conditions**	☐	**I have read the Limited Warranty**

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dc STRUCTURES

Last updated: 5/18/2017

I. SCOPE OF LIMITED WARRANTY

A. DC Structures Inc. ("DCS") provides this limited warranty ("Warranty") to the original purchaser ("Owner") of a complete building materials kit (the "Materials") that is constituted by DCS and purchased from DCS by Owner for purposesof constructing a building ("Building") for Owner's use.

B. DCS warrants the Materials for a period of 10 years from and after the date of Owner's payment of the complete purchase price of the Materials, the following:

1. Completeness: The Materials will include all materials necessary for the construction of the Building as set forth in the plans for the Building agreed upon by Owner and DCS, except for the items noted "by others" on the plans. Including but not limited to nails, screws, construction adhesive, etc.
2. Integrity: The Materials, if constructed in strict compliance with the plans mutually agreed upon by the Owner and DCS, will provide a Building that is structurally sound.
3. Cooperation: Should the need ever arise, DCS will cooperate fully with Owner in bringing Owner's claims on the warranties, if any, provided by the original manufacturers of any individual material items included in the Materials.

C. Should any Materials be found to be defective under normal use, the defective materials will be replaced or a refund of the purchase price for the defective materials will be issued to Owner, at the sole option of DCS. The replacement of the DCS materials (or, if replacement is not feasible, a refund of the purchase price for the defective materials) shall Owner's sole and exclusive claim under this Warranty, and no other warranty is provided or implied. If DCS elects to replace the defective material(s), DCS shall have a reasonable time to do so. Any materials replaced under this Warranty are subsequently warranted only for the remaining unexpired portion of the warranty period applicable to the Materials.

D. This Warranty excludes and shall be ineffective if:

1. Owner fails to provide DCS with written notice of Owner's warranty claim within thirty (30) days after the Owner's discovery of the basis of the claim and during the period of the warranty.
2. Any loss, defects, damage or failure results from: (i) any installation, maintenance, modification, alteration, repair or rework of the Materials that is improper, unauthorized, inadequate and/or not in accordance with DCS's instructions or in a manner approved in writing by DCS; (ii) neglect, misuse or abuse of any materials included in the Materials; (iii) accident; (iv) exposure to conditions in excess of the structural specifications of the plans for the Building as agreed upon by

Owner and DCS; (v) Building foundation design or deficiency in the Building foundation; (vi) normal wear and tear; (vii) an act of God, including but not limited to fire or extreme temperature, ice, snow, rain, or wind; or (viii) negligence, misconduct, misuse or abuse of the Materials by a party other than DCS.

E. This Warranty does not apply to cosmetic defects or deterioration, including discoloration. DCS shall not be liable for any damages incurred during or as a result of construction of the Materials, whether or not the construction of the Materials in accordance with the plans as mutually agreed upon by Owner and DCS. By taking the benefit of this Warranty, the Owner expressly releases and discharges DCS and its affiliates from all claims, causes of action, demands, actions, suits, judgments and executions for any loss and/or damages, bodily or otherwise, that the Owner ever had, now has, or may have by reason of the assembly, erection, use and/or operation of any Materials. All references to Owner or DCS include such parties' officers, agents, employees, heirs, successors, legal representatives and assigns.

II. LIMITATIONS

A. THIS WARRANTY IS EXCLUSIVE AND DCS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE.THERE ARE NO OTHER WARRANTIES, AGREEMENTS, OR UNDERSTANDINGS, ORAL OR WRITTEN BEYOND THOSE SET FORTH IN THIS AGREEMENT WITH RESPECT TO MATERIALS PROVIDED BY DCS TO OWNER.

B. Any action to enforce any claims against DCS must be commenced within one (1) year from the date that a defect in Materials, or other breach or any other claim is discovered or reasonably should have been discovered. If at any time, DCS does not enforce any of the terms, conditions or limitations stated in this Warranty, DCS shall not have waived the benefit of said term, condition or limitation and can enforce it at any time. This Warranty is provided only to the original purchaser and is not transferable. It is not intended nor shall it be construed to create rights in any third party.

C. In no event shall DCS be liable for any direct, liquidated, indirect, special, incidental or consequential damages (including but not limited to loss of profits, loss of savings or revenue, loss of time, inconvenience, facilities, business interruption, the claims of third parties including customers, the costs of repairing and/or replacing other property when Materials do not perform as warranted or the use or inability to use the Materials for any purpose whatsoever), whether based on warranty, contract, tort, strict liability, negligence or any other legal basis, even if DCS was advised of the possibility of the occurrence of such damages.

D. The total value of DCS's performance of its obligations under this Warranty with respect to the Materials shall not exceed the amount of the purchase price paid to DCS by Owner for the Materials.

DC Structures | 11251 SE 232nd Avenue | Damascus, Oregon 97089

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: December 10, 2025
ITEM TYPE: Resolution
SUBMITTED BY: Nic Hutchison
CONTRACT NUMBER:
DEPARTMENT: City Development
STRATEGIC PLAN PRIORITY: Balanced Growth

ITEM DESCRIPTION

Adopt a Resolution terminating the Memorandum of Understanding between the City and Redwood Blue Springs Southwest Wyatt Road MO P1 LLC and approving an agreement with Pentwater Apartments Phase I LLC in the amount not to exceed $300,000 for sanitary sewer gravity main installation. The project funding source is approved as CIP SAN-19 for Sewer Infrastructure Deployment.

BACKGROUND

The City has been approached by developers Pentwater Apartments Phase I LLC to share cost of the installation of a sanitary sewer gravity main from the NID lift station just south of Southgate Hills, west of the proposed 12th Street, to the commercial property along the frontage of State Route 7.

The funding will be derived from CIP SAN-19 Sewer Infrastructure Deployment. The developer will perform all the design and construction activities, and the City will

reimburse the developer for fifty percent (50%) of the cost up to but not exceeding $300,000. The sewer main will serve the Southwest Park area, Southern Jackson County Fire Protection District Station, The Pentwater Apartments, and the commercial strip that will remain after the Apartments have been platted. Progress payments are allowed; the final payment will not be made until the system is complete and fully tested. The additional $100,000 will come from the accumulated funds in the SAN-19 account from past years, noted in a future budget amendment. As this MOU replaces the MOU for Redwood Apartments with Redwood Blue Springs Southwest Wyatt Road MO P1 LLC, that MOU approved by Resolution No. 33-2022 is terminated.

FINANCIAL IMPACT

Contractor:	Pentwater Apartments Phase 1 LLC
Amount of Request/ Contract:	$300,000
Amount Budgeted:	$300,000 is encumbered on PO#22-0584
Budget Year:	FY 2025-26
Funding Source/Account #:	460-75000-543300 SAN-19 PO: 22-0584 to Redwood Living Inc, for $300,000 will need to be released and reissued to Pentwater Apartments Phase 1 LLC
Account Balance:	$ 300,000 12/29/2025

PROJECT TIMELINE,

Estimated Start Date	January 6, 2026
Estimated End Date	January 31, 2026

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with Agreement attached as Exhibit A.

REVIEWED BY

Requesting Director: Nic Hutchison

Legal: James Newell

Administration: George Schmitz

City Administrator: Christine Cates

Budget: Lori Turner

SUPPORTING DOCUMENTS

Document	Required	If not required, explain
Certificate of Insurance:	Yes	
E-Verify:	Yes	
Bond:	Yes	
IRS Form W-9	Yes	12/30/25
Bid/RFP/RFQ and Tabulation	N/A	
Bid Waiver: (less than three bids)	N/A	
Contractor address and email:	Yes	13001 23 Mile Road, Suite 200 Shelby Township, MI 48315 Lwinn@lombardocompanies.com
Project Exemption Certificate needed:	No	

Resolution No. 005-2026

A RESOLUTION TERMINATING THE MAY 16, 2022 MEMORANDUM OF UNDERSTANDING WITH REDWOOD BLUE SPRINGS SOUTHWEST WYATT ROAD MO P1 LLC, AND APPROVING A MEMORANDUM OF UNDERSTANDING WITH PENTWATER APARTMENTS PHASE I LLC REGARDING REIMBURSEMENT OF PROJECT COSTS ASSOCIATED WITH CONSTRUCTION OF A SANITARY SEWER GRAVITY MAIN FOR THE PENTWATER APARTMENTS

WHEREAS, the City of Blue Springs Strategic Plan identifies a goal of Balanced Growth to expand and grow the City strategically and thoughtfully for residents and businesses to adequately prepare to accommodate growth; and

WHEREAS, It is the City's intent to utilize Public/Private partnerships when it is advantageous for both parties; and

WHEREAS, the City intends to assist the facilitation of a sanitary sewer gravity main from the NID lift station just south of Southgate Hills, west of the proposed 12th Street, to the commercial property along the front of State Route 7, including within the Pentwater Apartments tributary area. The sewer main will serve the Southwest Park area, Southern Jackson County Fire Protection District Station, Redwood Apartments, and the commercial strip that will remain after Pentwater Apartments have been platted; and

WHEREAS, the City had entered into a similar agreement with DZ & CB, LLC for The Cottages subdivision, approved by Resolution 09-2021 on March 1, 2021; and Redwood Blue Springs Southwest Wyatt Road MO P1 LLC on May 16, 2022 and this Resolution will terminate that agreement and reallocate the funding to this agreement; and

WHEREAS, the developer, Pentwater Apartments Phase I LLC will perform all the design and construction activities. The City agrees to reimburse Pentwater Apartments Phase I LLC in an amount up to fifty percent (50%) but not to exceed $300,000.

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 execute a Memorandum of Understanding, attached hereto and incorporated herein as Exhibit A, regarding reimbursement of project costs associated with the construction of sanitary sewer gravity main with Pentwater Apartments Phase I LLC 13001 23 Mile Road, Suite 200, Shelby Township, MI 48315 in the amount not to exceed $300,000.

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

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 5th day of January 2026.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

MEMORANDUM OF UNDERSTANDING
REGARDING REIMBURSEMENT OF 50 PERCENT OF PROJECT COSTS ASSOCIATED WITH CONSTRUCTION OF A SEWER MAIN FROM THE NID LIFT STATION NO 6 TO 7 HIGHWAY FRONTAGE COMMERCIAL PROPERTY

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), by and between the City of Blue Springs, Missouri, a constitutional charter city organized and existing under the laws of the State of Missouri (hereinafter "City") and Pentwater Apartments Phase I LLC.. (hereinafter "Developer"}, entered into this day of May, 2022. The City and Developer are each a "Party" and are together, the 'Parties."

WITNESSETH:

WHEREAS, the goal of the City Council Strategic Framework (Plan and Invest in Infrastructure to Support Neighborhoods and Business Activity) calls for the City to extend the City's infrastructure to assist in making shovel ready projects; and

WHEREAS, it is the City's intent to utilize Public/Private partnerships when it is advantageous for both parties; and

WHEREAS, pursuant to that certain Purchase Agreement and Escrow Instructions (the "Purchase Agreement") dated as of September 1, 2021, by and between Developer and First Baptist Church of Blue Springs, Developer is under contract to purchase that certain real property, consisting of approximately 26.4 acres and generally located northwest of the intersection of E. Wyatt Road and SW M0-7 Hwy, which is depicted on Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS Developer desires to acquire the Property for the purposes of constructing a single-story multi-family apartment development (the "Pentwater Apartments"); and

WHEREAS, the sewer infrastructure connectivity between the Property has been identified as being a commercial node in the Comprehensive Plan and the development of the Property for the Pentwater Apartments requires the extension of the City's main sewer line from NID Lift Station No. 6 to the commercial frontage property just north of the intersection of E. Wyatt Road and SW M0-7 Hwy, as shown on Exhibit "B", attached hereto and incorporated herein (the "Sewer Infrastructure"); and

WHEREAS, if Developer acquires the Property and proceeds with developing the Pentwater Apartments, the Parties intend that the City shall provide design and specifications for the Sewer Infrastructure reasonably acceptable to Developer (the "City Specifications"), that Developer shall construct the Sewer Infrastructure in substantial compliance with the City Specifications, and that the City shall reimburse Developer for fifty percent (50%) of the construction costs of the Sewer Infrastructure, up to a maximum amount of $300,000; and

WHEREAS, the Parties intend this MOU to clarify their respective responsibilities with regard to the Sewer Infrastructure.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS ACKNOWLEDGED, THE PARTIES ENTER INTO A MEMORANDUM OF THEIR MUTUAL UNDERSTANDING AS FOLLOWS:

1. The City approve of those specifications as depicted in those certain Public Improvement Plans – Off Site Sanitary Sewer Extension (City of Blue Springs, MO) – Redwood Project No. MO003PI Lamp Rynearson No. 0321095.01
2. Upon acquiring the Property, Developer agrees to construct the Sewer infrastructure in substantial compliance with the City Specifications. Such construction shall be substantially completed within one (1) year from the later of (i) Developer's receipt of all governmental approvals necessary for the construction of the Sewer Infrastructure and (ii) the City and Developer conducting a preconstruction meeting.
3. Promptly upon substantial completion of the Sewer Infrastructure, Developer shall provide the City with evidence of the actual constructed cost of the Sewer Infrastructure in reasonable detail and with evidence of payment satisfactory to the City in its reasonable discretion (the "Actual Costs").
4. Within thirty (30) days after the City's receipt of the Actual Costs, the City shall reimburse Developer for fifty percent (50%) of the construction costs of the Sewer Infrastructure, up to a maximum amount of $300,000. The Parties acknowledge that the City has established a fixed sum for this contract which cannot be exceeded unless this MOU is amended. Notwithstanding anything contained in this MOU to the contrary, all work is subject to the approval of the Public Works Director and reimbursement to the Developer is contingent upon satisfactory inspection and testing by the City. Developer hereby acknowledges these requirements exist.
5. Promptly upon substantial completion of the Sewer Infrastructure in substantial compliance with the City Specifications, as certified in writing by the Public Works Director, Developer shall dedicate the Sewer Improvements to the City, The Sewer Infrastructure shall not be deemed dedicated to the City until Developer receives written confirmation from the Public Works Director or designee that the City has accepted the dedication, and such confirmation shall not be unreasonably withheld, conditioned, or delayed.
6. Notwithstanding anything contained in this MOU to the contrary, the Parties hereby agree that Developer's obligations under this MOU are expressly contingent upon Developer's acquisition of the Property in accordance with the terms and conditions of the Purchase Agreement. In the event that the Purchase Agreement is terminated, or Developer otherwise decides not to proceed with the Redwood Apartments, this MOU shall automatically terminate and be of no further force or effect. Upon request of the other Party, each Party shall execute any documents that are reasonably necessary to evidence the termination of this MOU.
7. In the event any Party hereto shall be delayed or hindered in or prevented from the performance of any act required under this MOU by reason of acts of terrorism or

vandalism, strikes, lockouts, acts of God, failure of power, riots, insurrections, war or other reason of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this MOU, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. No delay under this section shall be effective unless a Party asserting non-performance due to such circumstances shall have notified the other Parties of the delay within three (3) business days of the event giving rise to such delay.

8. No modification or amendment of this MOU shall be valid or binding unless such modification is in writing, duly dated and signed by all Parties to this MOU. This MOU may be executed in any number of counterpart originals, each of which, when taken together, shall be deemed to be one and the same instrument Executed copies of this MOU may be delivered between the Parties via telecopy or electronic mail. This MOU shall be interpreted and construed in accordance with the laws of the State of Missouri. Time is of the essence.

IN WITNESS WHEREOF, the parties have executed this MOU on the date and year first above written.

Pentwater Apartments Phase I LLC

BY: Lyle E. Winn

PRINTED NAME: Lyle E. Winn

TITLE: Development Compliance Manager

CITY OF BLUE SPRINGS,

BY:_____

Christine Cates, City Administrator

Approved as to Form:

BY: /s/ James Newell
James Newell, City Attorney

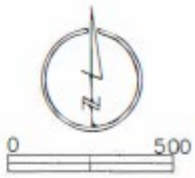




EXHIBIT A	NID LIFT STATION NO. 6 SEWER EXTENSION



EXHIBIT B	NID LIFT STATION NO. 6 SEWER EXTENSION

CITY OF BLUE SPRINGS, MISSOURI

CITY COUNCIL
January 5, 2026

EXHIBITS FOR PUBLIC HEARING

PUBLIC WORKS
VACATION
(VAC-11-25-9743)

EXHIBIT #1 City Council Information Form dated December 26, 2025 with the following attachments: Staff Report with attachments; Application with attachments; Affidavits of Publication in The Examiner on December 6, 2025; 185 ft. Notification Map; Names/addresses of property owners within 185 ft. of site; Copy of letters sent to said property owners; Title IV, Land Use Section – Blue Springs Code of Ordinances (by reference); and 2014 Comprehensive Plan (by reference) and Bill approving the vacation of Right-of-Way

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: December 29, 2025
ITEM TYPE: Public Hearing / Ordinance
SUBMITTED BY: Nic Hutchison
CONTRACT NUMBER: N/A
DEPARTMENT: City Development
STRATEGIC PLAN PRIORITY: Balanced Growth

ITEM DESCRIPTION

A public hearing is being held at the request of the Applicant, the City of Blue Springs, for consideration of the vacation of a Right-of-Way easement located generally at the City of Blue Springs Public Works Facility Expansion. (VAC-11-25-9743) Upon conclusion of the public hearing, a Bill vacating the easement will be ready for introduction and readings.

BACKGROUND

The applicant is proposing a renovation and addition to the existing Blue Springs Public Works facility including new office and fleet maintenance additions. The new building area is 26,040 sq. ft. and includes interior renovations, visitor/staff parking expansion and yard improvements. The subject property is addressed as 500 SE Sunnyside School Road and is on the east side of SE Sunnyside School Road, south of James Walker Elementary School, and north of Missouri Highway 40.

The vacation is for street Right-of-Way (ROW) for Magellan Drive as its cuts through the middle of the existing Blue Springs Public Works Facility site. Currently there is no street pavement that exists in this Right-of-Way. This vacation is being requested so that the facility expansion which will include the service yard area can expand to the south into the vacated portion. All other utilities are being contacted to confirm that they have no facilities within the Right-of-Way.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	January 6, 2026
Estimated End Date	N/A

STAFF RECOMMENDATION

Staff recommends approval of the vacation application with the following one (1) 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 under Alternative Development Standards of the Vacation, which include:
    a. Easements for utilities are to be provided in the existing ROW including the existing public sanitary sewer before the vacation of the ROW. Vacation releases and/or no objections for release of ROW from all known utility company areas are to be provided.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning Commission

Date: December 22, 2025

Action: Approved with two conditions: 7 Aye – 0 No

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Staff Report with attachments; Application with attachments; Affidavits of Publication in The Examiner on December 6, 2025; 185 ft. Notification Map; Names/addresses of property owners within 185 ft. of site; Copy of letters sent to said property owners; Title IV, Land Use Section – Blue Springs Code of Ordinances (by reference); and 2014 Comprehensive Plan (by reference)
2. Bill approving the vacation of Right-of-Way

REVIEWED BY

Requesting Director: Nic Hutchison

Legal: James Newell

Administration: George Schmitz

City Administrator: Christine Cates

Budget: N/A

PLANNING APPLICATION REVIEW STAFF REPORT

Meeting Dates:	Planning Commission: December 22, 2025 City Council: January 5, 2026
Project Name:	***Blue Springs Public Works Renovation and Addition***
Site Location:	500 SE Sunnyside School Road
Project Request:	VAC-11-25-9743; Vacation of Magellan Drive ROW for Blue Springs Public Works Facility Expansion

Applicant: Brad Sonner / Olsson
Property Owner: The City of Blue Springs / Dennis Dovel
Staff Planner: Nic Hutchison, Assistant Director

Project Description: The applicant is proposing a renovation and addition to the existing Blue Springs Public Works facility including new office and fleet maintenance additions. The new building area is 26,040 sq. ft. and includes interior renovations, visitor/staff parking expansion and yard improvements. The subject property is addressed as 500 SE Sunnyside School Road and is on the east side of SE Sunnyside School Road, south of James Walker Elementary School, and north of Missouri Highway 40.

Staff Recommendation: Staff recommends approval with conditions of the Vacation application. Conditions are listed at the end of the staff report.

Previous Actions:

Date	Review Body	Action
07/11/1994	Planning Commission	Recommended approval of the Final Plat of Walnut Street Development, a 26-acre City-owned tract for light industrial use.
07/18/1994	City Council	Approved the Final Plat of Walnut Street Development by Ordinance No. 2476

Future Applications: A Vacation is required to be approved prior to the issuance of building permits.

Adjacent Properties:

Direction	Current Zoning	Current Land Use(s)
North:	"MF-20/ADP-O" (Multi-Family-20/Adams Dairy Parkway- Overlay)	Sunnyside Plaza Development
South:	"LI/ADP-O" (Light Industrial/Adams Dairy Parkway/Arterial)	SE US 40 Hwy (State Highway)
East:	"LI/ADP-O" (Light-Industrial/Adams Dairy Parkway- Overlay)	Manufacturer and Construction Contractor
West:	"SF-7" (Single-Family Residential)	Timber Ridge Subdivision

VACATION ANALYSIS

Vacation is the process to eliminate any plat, part of a plat, street, alley, utility easement, PUD final plan or public reservation of land. The application shall be made by the public entity owning the property interest in the property sought to be vacated or by all owners of lands adjoining on both sides of the street, alley or public reservation proposed to be vacated. If the application is not submitted by all such owners, that fact shall be noted on the application along with the names and addresses of all adjoining owners who are not a party to the application.

Public Loss: Easements for utilities are to be provided in the existing ROW including the existing public sanitary sewer before the vacation of the ROW. Vacation releases and/or no objections for release of ROW from all known utility company areas are to be provided.

Private Impact: The vacation of ROW on Magellan Drive will remove future direct access onto Sunnyside School Road for the adjacent manufacturing and construction contracting businesses.

Public Notice: The public was notified via public notice published in the Examiner. See public notice below.

Review Criteria: *The City Council, in its sole discretion, may decide to approve or disapprove an application for a vacation and in rendering its decision may use the following review criteria for an application for vacation:*

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

   STAFF RESPONSE: Staff finds the vacation is in accordance with the Comprehensive Plan and all official plans or programs developed under the guidance of the Comprehensive Plan. In particular, staff believe the impact of the vacation on physical patterns, arrangement of streets, blocks, lots and open spaces, and public realm investments reflect the principles and concepts of the plan.

2. Compliance with the requirements of this Development Code. In particular the vacation is consistent with the intent and design objectives of the subdivision design standards.

   STAFF RESPONSE: Staff finds the vacation is in compliance with the requirements of this Development Code. In particular, staff believe the vacation is consistent with the intent and design objectives of the subdivision design standards.

3. The vacation reflects sound planning and urban design principles with respect to existing and potential development in the vicinity, including consideration of current and future streets, open spaces, blocks, lots, and public utilities and facilities.

   STAFF RESPONSE: Staff finds the vacation reflects sound planning and urban design principles with respect to existing and potential development in the vicinity,

including consideration of current and future streets, open spaces, blocks, lots, and public utilities and facilities.

4. Any impacts identified by specific studies or technical reports are mitigated with generally accepted sound planning, engineering, and urban design solutions, that reflect long-term solutions and sound fiscal investments.

   STAFF RESPONSE: No impacts were identified by any specific study or technical report, and therefore staff did not find that mitigations are needed by generally accepted sound planning, engineering, and urban design solutions. Nonetheless, staff finds the vacation reflects the long-term solutions for and sound fiscal investments in the subdivision.

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

   STAFF RESPONSE: Staff finds the vacation will not deter any existing or future development on adjacent property from meeting the goals and policies of the Comprehensive Plan.

6. All resulting lots and parcels are capable of meeting the intent and objectives of the applicable zoning districts and development standards.

   STAFF RESPONSE: With respect to the vacation, staff finds all resulting lots and parcels are capable of meeting the intent and objectives of the applicable zoning districts and development standards.

7. The application meets the public interest and is not otherwise for the sole benefit of one (1) property owner or project.

   STAFF RESPONSE: Staff finds the vacation meets the public interest and is not otherwise for the sole benefit of one (1) property owner or project.

8. No private rights will be injured or endangered by the application.

   STAFF RESPONSE: Staff finds that the vacation will not injure or endanger any private rights.

9. The street or alley to be vacated no longer serves a public purpose.

   STAFF RESPONSE: Staff finds the street to be vacated no longer serves a public purpose as the right-of-way for this segment of Magellan Drive had been undeveloped, and there are no past, present or future plans to develop this right-of-way.

10. The recommendations of professional staff.

    STAFF RESPONSE: Staff recommend approval of the vacation with the following one (1) conditions indicated under Staff Recommendations.

11. Other information which may come to its attention.

    STAFF RESPONSE: Staff finds there is no additional information that may come to our attention.

In approving a vacation, the City Council may place any conditions it deems necessary to protect the public health, good and welfare, including the requirement for easements. The Director of Community Development shall certify to the City Clerk when any conditions have been met and, upon such certification, the vacation shall become effective.

Staff Recommendation:

Staff recommends approval of the Vacation 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 under Alternative Development Standards of the Vacation, which include:
    a. Easements for utilities are to be provided in the existing ROW including the existing public sanitary sewer before the vacation of the ROW. Vacation releases and/or no objections for release of ROW from all known utility company areas are to be provided.



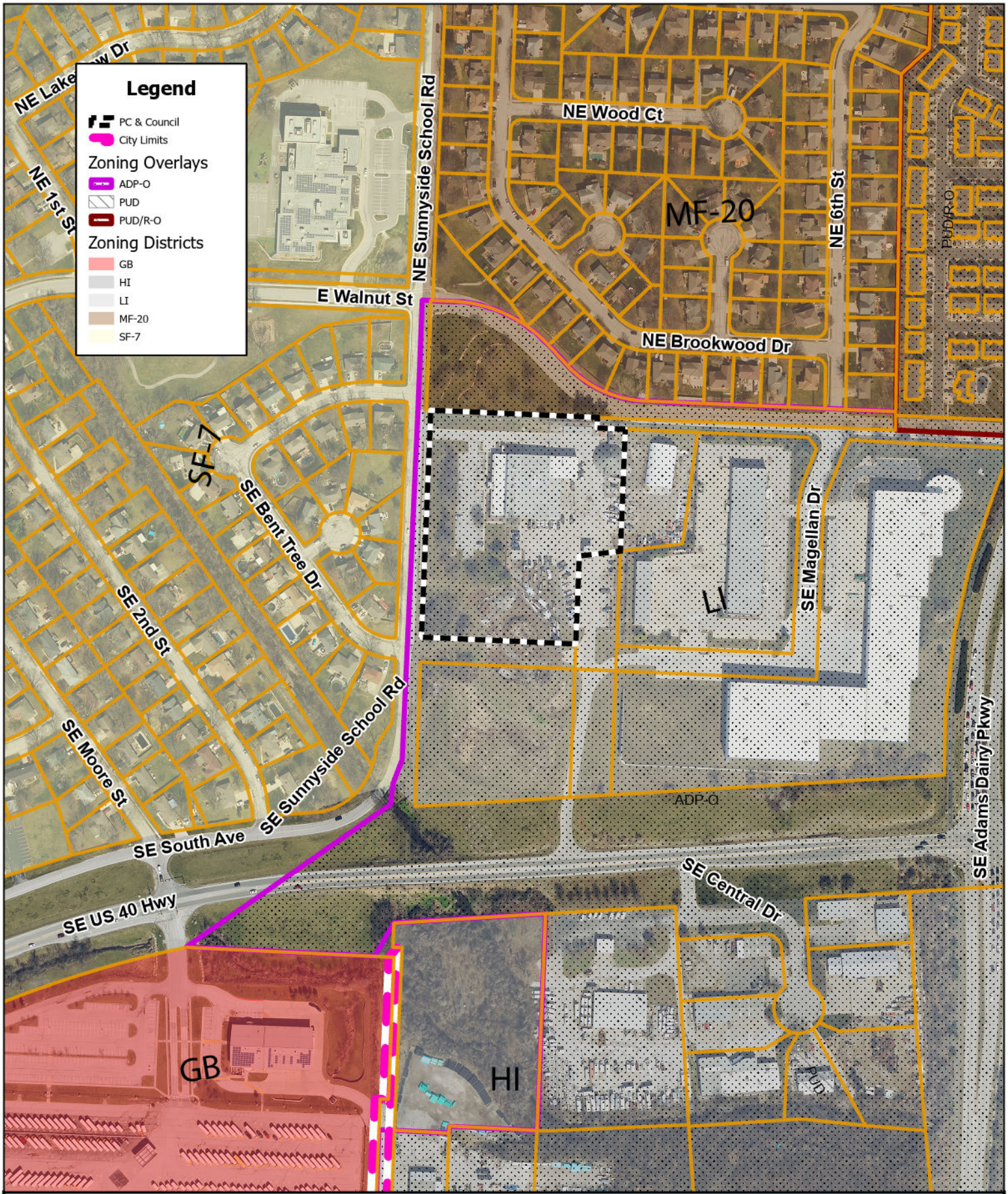
BLUE SPRINGS
MISSOURI

AR-11-25-9732/ SPDR-11-25-9733
Parcel # 36-800-03-36-00-0-00-000
AERIAL MAP

N

1" = 200'

Date: 12/03/25



BLUE SPRINGS
MISSOURI

AR-11-25-9732 / SPDR-11-25-9733
Parcel # 36-800-03-36-00-0-00-000
SITE LOCATION AND ZONING MAP

N

1" = 300'

Date: 12/03/25

Blue Springs Public Works Facility Expansion
Magellan Drive ROW Vacation
25-11-20r

NARRATIVE

This application is for the vacation of street right of way for Magellan Drive as it cuts through the middle of the existing Blue Springs Public Works Facility site. Currently there is no existing street pavement that exists in this right of way. It was planned for a street extension at one time, but those improvements were never constructed. This vacation is being requested so that the facility expansion which will include the service yard area can expand to the south into this vacated portion. There is an existing public sanitary sewer main that runs within this right of way. This main would remain in place and a proposed easement will be established with an administrative plat to be filed following the vacation being recorded. All other utilities are being contacted to confirm that they have no facilities within this right of way, documentation to follow.

Received
11/21/2025 9:58:47 AM

EXHIBIT "A"
(Page 1 of 2)

Project No.: 024-02757
Blue Spring Public Works
November 11, 2025
V_EXH1_A2400283_RW VACATION

Right-of-Way Vacation Description:

All that part of existing Magellan Drive right-of-way as established by Walnut Street Development Center, Lots 1 Thru 5 and Tract A, a platted subdivision lying in the Southwest Quarter of Section 32, Township 49 North, Range 30 West, in the City of Blue Springs, Jackson County, Missouri, more particularly described by Michael J. Bogina, Missouri PLS-2022043970 of Olsson, LC-366, on November 11, 2025, as follows:

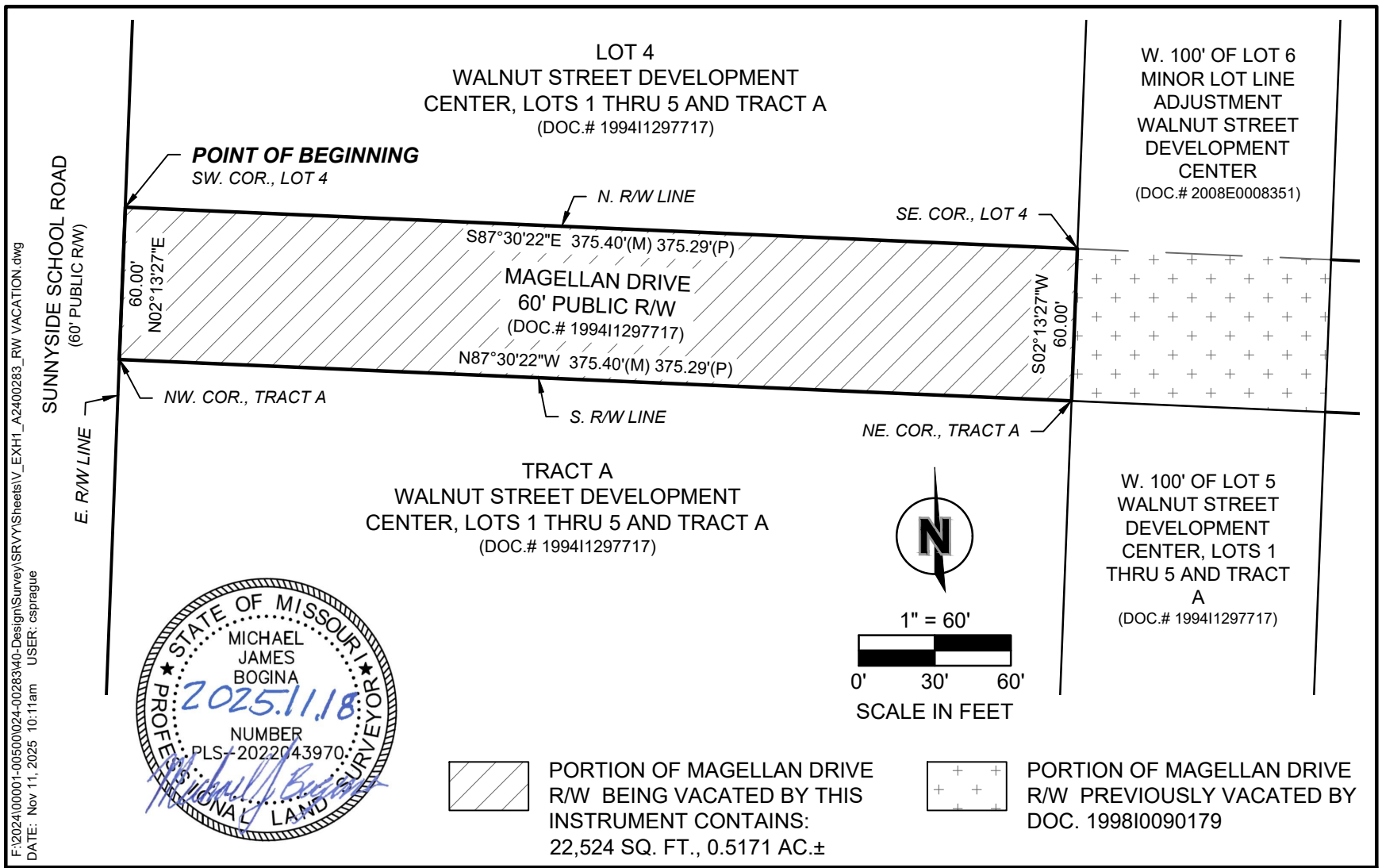
BEGINNING at the Southwest corner of Lot 4 of said Walnut Street Development Center subdivision, said point also being on the North right-of-way line of said Magellan Drive; thence South 87 degrees 30 minutes 22 seconds East, on said North line, a distance of 375.40 feet to the Southeast corner of said Lot 4; thence departing said North line, South 02 degrees 13 minutes 27 seconds West a distance of 60.00 feet to the Northeast corner of Tract A of said Walnut Street Development Center subdivision, said point also being on the South right-of-way line of said Magellan Drive; thence North 87 degrees 30 minutes 22 seconds West, on said South line, a distance of 375.40 feet to the Northwest corner of said Tract A, said point also being on the East right-of-way line of Sunnyside School Road, as now established; thence departing said South line, North 02 degrees 13 minutes 27 seconds East, on said East line, a distance of 60.00 feet to the POINT OF BEGINNING, containing 22,524 Square Feet, or 0.5171 Acres, more or less.

(As depicted on EXHIBIT "A" Page 2 of 2, attached and incorporated herein.)



Olsson, Inc.
7301 West 133rd Street
Suite 200
Overland Park, KS 66213
(913) 381-1170

Received
11/21/2025 9:59:02 AM



F:\2024\00001-00500\024-00283\40-Design\Survey\SRVY\Sheets\V_EXH1_A2400283_RW VACATION.dwg
DATE: Nov 11, 2025 10:11am USER: csprague

PROJECT NO:	024-02757
DRAWN BY:	CRS
DATE:	11.11.2025

RIGHT-OF-WAY VACATION EXHIBIT

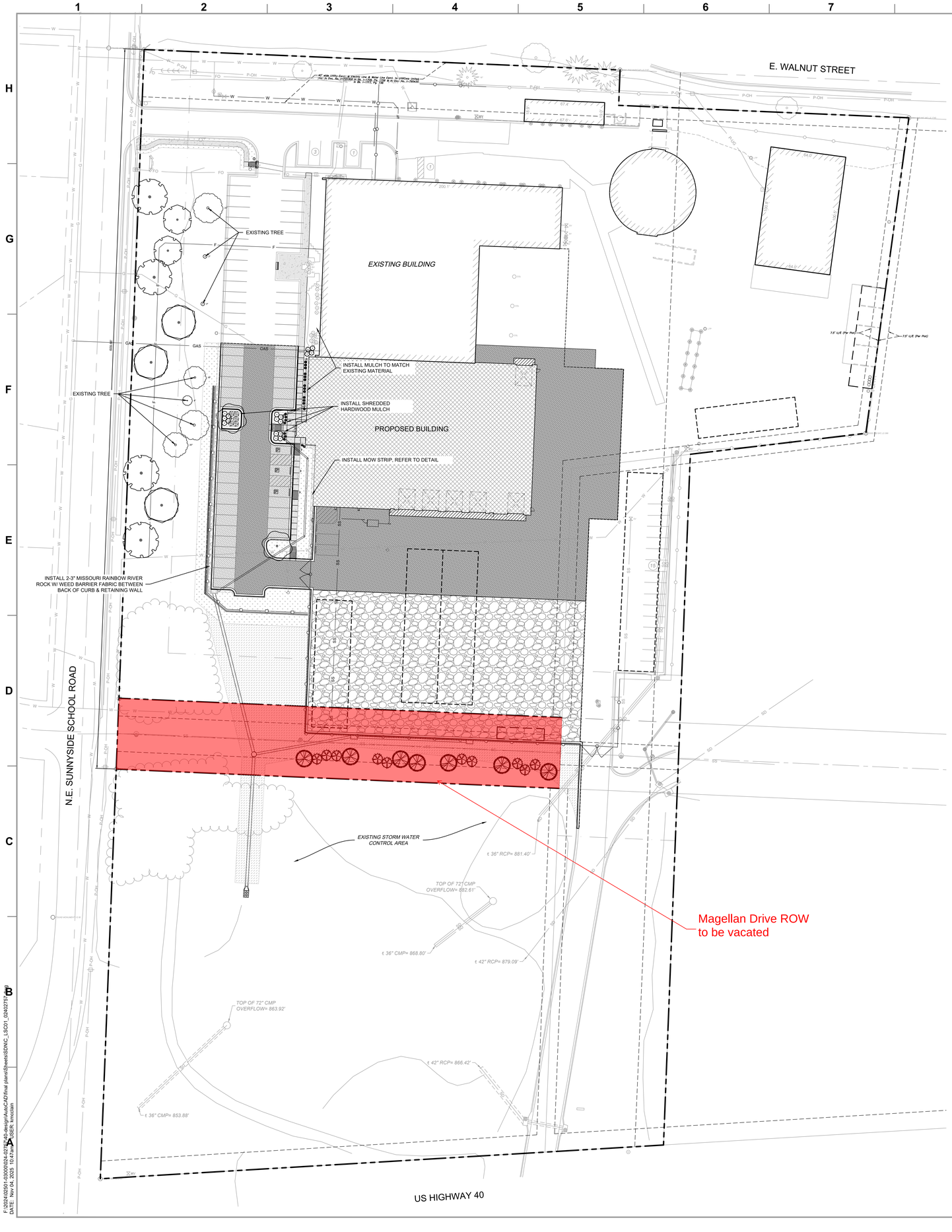
olsson

7301 West 133rd Street
Suite 200
Overland Park, KS 66213

olsson.com
TEL 913.381.1170
Olsson - Survey
Missouri COA #000366

EXHIBIT "A"

Received
11/21/2025 9:59:04 AM



PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	CONT.	
DECIDUOUS TREES						
	AX	2	ACER TRUNCATUM X PLATANOIDES 'WARRENRED' PACIFIC SUNSET® MAPLE	2" CAL.	B&B	
	GA	2	GINKGO BILOBA 'AUTUMN GOLD' AUTUMN GOLD MAIDENHAIR TREE	2" CAL.	B&B	
	PA	3	PLATANUS X ACERIFOLIA LONDON PLANE TREE	2" CAL.	CAL	
	QB	4	QUERCUS BICOLOR SWAMP WHITE OAK	2" CAL.	B&B	
EVERGREEN TREES						
	JC	10	JUNIPERUS VIRGINIANA 'CANAERTII' CANAERTI EASTERN REDCEDAR	5-6' HT		
	TI	7	THUJA X 'GREEN GIANT' GREEN GIANT ARBORVITAE	5-6' HT		
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	CONT.	HEIGHT
DECIDUOUS SHRUBS						
	JB	6	JUNIPERUS SABINA 'BUFFALO' BUFFALO JUNIPER	3	GAL	8" - 12"
	PL	4	PHYSOCARPUS OPULIFOLIUS 'LITTLE DEVIL' LITTLE DEVIL™ DWARF NINEBARK	3	GAL	18" - 24"
	RG	13	RHUS AROMATICA 'GRO-LOW' GRO-LOW FRAGRANT SUMAC	3	GAL	12" -18"
GRASSES						
	PN	23	PANICUM VIRGATUM 'NORTHWIND' NORTHWIND SWITCH GRASS	1	GAL	12" -18"
SYMBOL	CODE		BOTANICAL / COMMON NAME			
GROUND COVERS						
	TS2		TURF SEED DROUGHT TOLERANT FESCUE BLEND			
	TS		TURF SOD DROUGHT TOLERANT FESCUE BLEND			

0' 15' 30' 60'
SCALE IN FEET



COUNTY ROAD AA
SECTION 32, T49N, R30W
VICINITY MAP
SCALE: 1" = 2000'

sfsarchitecture
2100 Central St. Suite 31 Kansas City, MO 64108
(816.474.1937) (913.231.9334) www.sfsarch.com

olsson
7301 West 133rd Street Suite 200 Overland Park, KS 66213
olsson.com
TEL: 913.381.1170
FAX: 913.381.1174
Olsson - Engineering
Missouri COA #000502

NOT FOR CONSTRUCTION

BLUE SPRINGS PUBLIC WORKS - RENOVATION & EXPANSION

CITY OF BLUE SPRINGS
500 SE SUNNYSIDE SCHOOL RD
BLUE SPRINGS, MO 64014

MARK	DATE	DESCRIPTION

SFS PROJECT NO: 241231
ISSUED FOR: SCHEMATIC DESIGN
ISSUE DATE: 08.14.2025
© 2025 SFS ARCHITECTURE

LANDSCAPE PLAN

L1.00

© 2025 7/31/2025 5:22:59 PM
F:\2024\02501-03000\024-027\240-design\AutoCAD\final plans\Sheets\SDNC_LSC01_(240275-SDNC_LSC01.dwg
DATE: Nov 04, 2025 10:47am USER: kmclain

Received
11/21/2025 9:59:07 AM

PUBLIC NOTICE

Vacation | VAC-11-25-9743
"Magellan Drive ROW Vacation"
Parcel # 36-800-03-36-00-0-00-000
Parcel # 36-800-03-37-00-0-00-000
Parcel # 36-800-03-40-01-0-00-000

Notice is hereby given that a public hearing will be held by the Planning Commission of the City of Blue Springs on **Monday, December 22, 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 and property owner, the City of Blue Springs, Public Works, for approval of a Vacation of Right-of-Way that was dedicated to allow for the City of Blue Springs Public Works Facility Expansion. 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:

RIGHT-OF-WAY TO BE VACATED:

All that part of existing Magellan Drive right-of-way as established by Walnut Street Development Center, Lots 1 Thru 5 and Tract A, a platted subdivision lying in the Southwest Quarter of Section 32, Township 49 North, Range 30 West, in the City of Blue Springs, Jackson County, Missouri, more particularly described by Michael J. Bogina, Missouri PLS-2022043970 of Olsson, LC-366, on November 11, 2025, as follows:

BEGINNING at the Southwest corner of Lot 4 of said Walnut Street Development Center subdivision, said point also being on the North right-of-way line of said Magellan Drive; thence South 87 degrees 30 minutes 22 seconds East, on said North line, a distance of 375.40 feet to the Southeast corner of said Lot 4; thence departing said North line, South 02 degrees 13 minutes 27 seconds West a distance of 60.00 feet to the Northeast corner of Tract A of said Walnut Street Development Center subdivision, said point also being on the South right-of-way line of said Magellan Drive; thence North 87 degrees 30 minutes 22 seconds West, on said South line, a distance of 375.40 feet to the Northwest corner of said Tract A, said point also being on the East right-of-way line of Sunnyside School Road, as now established; thence departing said South line, North 02 degrees 13 minutes 27 seconds East, on said East line, a distance of 60.00 feet to the POINT OF BEGINNING, containing 22,524 Square Feet, or 0.5171 Acres, more or less.

CITY OF BLUE SPRINGS
Planning Commission
By: Asif Haque, Associate Planner

The City Council of the City of Blue Springs will also hold a public hearing on the above noted Vacation / VAC-11-25-9743 on **Monday, January 5, 2026, 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, December 06, 2025
E-MAIL TO THE EXAMINER: legals@examiner.net
12/03/2025



1	36-800-03-38-00-0-00-000	CITY OF BLUE SPRINGS	903 W MAIN ST BLUE SPRINGS, MO 64015
	36-800-03-34-00-0-00-000	CITY OF BLUE SPRINGS	903 MAIN ST BLUE SPRINGS, MO 64015
	36-820-06-99-00-0-00-000	CITY OF BLUE SPRINGS	903 MAIN BLUE SPRINGS, MO 64015
	36-800-03-37-00-0-00-000	CITY OF BLUE SPRINGS	903 MAIN BLUE SPRINGS, MO 64015
	36-800-03-40-01-0-00-000	CITY OF BLUE SPRINGS	903 W MAIN ST BLUE SPRINGS, MO 64015
	36-800-03-36-00-0-00-000	CITY OF BLUE SPRINGS	903 MAIN BLUE SPRINGS, MO 64015
	36-800-03-43-00-0-00-000	CITY OF BLUE SPRINGS MISSOURI	903 W MAIN BLUE SPRINGS, MO 64015
2	36-940-15-19-00-0-00-000	BETZ WILLIAM E & MARGARET A TRUST	414 SE BENT TREE DR BLUE SPRINGS, MO 64014
3	36-940-15-18-00-0-00-000	LINDA CLARK LIVNG TRUST DATED FEBRUARY 22, 2024	416 SE BENT TREE DR BLUE SPRINGS, MO 64014
4	36-820-06-20-00-0-00-000	REALL TAMRA	205 NE BROOKWOOD DR BLUE SPRINGS, MO 64014
5	36-940-15-20-00-0-00-000	LARSEN ELISA & ERIC	412 SE BENT TREE DR BLUE SPRINGS, MO 64014
6	36-940-16-12-00-0-00-000	GUNLOCK STEPHEN I & PAULA R	415 BENT TREE DR BLUE SPRINGS, MO 64015
7	36-820-06-21-00-0-00-000	ZWECK RICHARD I & BARBARA ANN	201 NE BROOKWOOD DR BLUE SPRINGS, MO 64014
8	36-910-18-01-00-0-00-000	WALLACE SANDRA L	820 NE MARY CRT BLUE SPRINGS, MO 64014
9	36-910-18-02-00-0-00-000	MCGATHY JAMES B JR	304 SE BENT TREE DR BLUE SPRINGS, MO 64014
10	36-940-16-02-00-0-00-000	KAREE J CRAIG TRUST DATED 11-16-2017	17800 E BOLGER RD UNIT 301 INDEPENDENCE, MO 64055
11	36-820-06-24-00-0-00-000	FARRELL TERRY M & KATHLEEN M	121 NE BROOKWOOD DR BLUE SPRINGS, MO 64014
12	36-940-16-08-00-0-00-000	BONNER CHARLES R & DEBRA A	403 BENT TREE CRT BLUE SPRINGS, MO 64015
13	36-940-16-09-00-0-00-000	NAYLOR JAMES L & SANDRA K	405 BENT TREE CRT BLUE SPRINGS, MO 64014
14	36-940-16-10-00-0-00-000	JOHNSTON CASSANDRA	407 SE BENT TREE CT BLUE SPRINGS, MO 64014
15	36-820-06-22-00-0-00-000	NEAL STEPHANIE	129 NE BROOKWOOD DR BLUE SPRINGS, MO 64014
16	36-940-16-01-00-0-00-000	ELLSWORTH WILLIAM B & STEPHANIE C	303 SE BENT TREE DR BLUE SPRINGS, MO 64014
17	36-820-06-23-00-0-00-000	MILLER RUTH E	125 NE BROOKWOOD DR BLUE SPRINGS, MO 64014
18	36-820-06-25-00-0-00-000	ASMELASH ZEWDINESH & BELETE MEKEDEM	117 NE BROOKWOOD DR BLUE SPRINGS, MO 64014
19	36-940-16-11-00-0-00-000	WALLS BRENT & JAMIE	411 BENT TREE DR BLUE SPRINGS, MO 64014
20	36-940-16-07-00-0-00-000	TILBURY DANIEL J & EMILY	401 SE BENT TREE CT BLUE SPRINGS, MO 64014
21	36-800-03-41-00-0-00-000	MWI PROPERTIES LLC	27208 E US HIGHWAY 24 BUCKNER, MO 64016

BLUE SPRINGS
MISSOURI

AR-11-25-9732 / SPDR-11-25-9733
Parcel # 36-800-03-36-00-0-00-000
185' LOCATION MAP

N

1" = 200'

Date: 12/03/25

Map ID	Parcel No.	County Owner Info
1	36-800-03-38-00-0-00-000	CITY OF BLUE SPRINGS
	36-800-03-34-00-0-00-000	CITY OF BLUE SPRINGS
	36-820-06-99-00-0-00-000	CITY OF BLUE SPRINGS
	36-800-03-37-00-0-00-000	CITY OF BLUE SPRINGS
	36-800-03-40-01-0-00-000	CITY OF BLUE SPRINGS
	36-800-03-36-00-0-00-000	CITY OF BLUE SPRINGS
	36-800-03-43-00-0-00-000	CITY OF BLUE SPRINGS MISSOURI
2	36-940-15-19-00-0-00-000	BETZ WILLIAM E & MARGARET A TRUST
3	36-940-15-18-00-0-00-000	LINDA CLARK LIVNG TRUST DATED FEBRUARY 22, 2024
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5	36-940-15-20-00-0-00-000	LARSEN ELISA & ERIC
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7	36-820-06-21-00-0-00-000	ZWECK RICHARD I & BARBARA ANN
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11	36-820-06-24-00-0-00-000	FARRELL TERRY M & KATHLEEN M
12	36-940-16-08-00-0-00-000	BONNER CHARLES R & DEBRA A
13	36-940-16-09-00-0-00-000	NAYLOR JAMES L & SANDRA K
14	36-940-16-10-00-0-00-000	JOHNSTON CASSANDRA
15	36-820-06-22-00-0-00-000	NEAL STEPHANIE
16	36-940-16-01-00-0-00-000	ELLSWORTH WILLIAM B & STEPHANIE C
17	36-820-06-23-00-0-00-000	MILLER RUTH E
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19	36-940-16-11-00-0-00-000	WALLS BRENT & JAMIE
20	36-940-16-07-00-0-00-000	TILBURY DANIEL J & EMILY
21	36-800-03-41-00-0-00-000	MWI PROPERTIES LLC

Owner Address
903 W MAIN ST BLUE SPRINGS, MO 64015
903 MAIN ST BLUE SPRINGS, MO 64015
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412 SE BENT TREE DR BLUE SPRINGS, MO 64014
415 BENT TREE DR BLUE SPRINGS, MO 64015
201 NE BROOKWOOD DR BLUE SPRINGS, MO 64014
820 NE MARY CRT BLUE SPRINGS, MO 64014
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405 BENT TREE CRT BLUE SPRINGS, MO 64014
407 SE BENT TREE CT BLUE SPRINGS, MO 64014
129 NE BROOKWOOD DR BLUE SPRINGS, MO 64014
303 SE BENT TREE DR BLUE SPRINGS, MO 64014
125 NE BROOKWOOD DR BLUE SPRINGS, MO 64014
117 NE BROOKWOOD DR BLUE SPRINGS, MO 64014
411 BENT TREE DR BLUE SPRINGS, MO 64014
401 SE BENT TREE CT BLUE SPRINGS, MO 64014
27208 E US HIGHWAY 24 BUCKNER, MO 64016

Blue Springs, Missouri
Community Development

December 5, 2025

Ref: Public Hearing: Vacation | VAC-11-25-9743
Blue Springs Public Works
500 SE Sunnyside School Rd
Parcel # 36-800-03-36-00-0-00-000

Dear Property Owner:

A Public Hearing will be held by the Planning Commission and the City Council of the City of Blue Springs to receive comments from interested parties and citizens relative to a request by the applicant, Brad Sonner of Olsson, on behalf of the City of Blue Springs, for consideration of a vacation of a Right-Of-Way easement, located East of SE Sunnyside School Rd as the future connection of SE Magellan Dr.

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, December 22, 2025 @ 6:30 p.m.
&
City Council – Monday, January 5, 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. 5374
(VAC-11-25-9743)

ORDINANCE NO. _____

AN ORDINANCE VACATING A 60-FOOT RIGHT-OF-WAY OF MAGELLAN DRIVE OF WALNUT STREET DEVELOPMENT, BLUE SPRINGS, JACKSON COUNTY, MISSOURI

WHEREAS, the applicant has requested the City vacate existing 60-foot Right-of-Way described below and in the staff report with attachments, attached hereto; and incorporated herein as shown on the Final Landscape Plan; and

WHEREAS, pursuant to Section 403.090 of the Blue Springs City Code, the Blue Springs Planning Commission held a public hearing on December 22, 2025 and recommended approval of said request; and

WHEREAS, the City determined the Right-of-Way described in the staff report is no longer necessary, as it is currently undeveloped with plans for development.

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

Section 1. The portion of the 60-foot Right-of-Way described as follows and incorporated into the staff report and located within the City of Blue Springs, Jackson County, Missouri, is hereby vacated:

All that part of existing Magellan Drive right-of-way as established by Walnut Street Development Center, Lots 1 Thru 5 and Tract A, a platted subdivision lying in the Southwest Quarter of Section 32, Township 49 North, Range 30 West, in the City of Blue Springs, Jackson County, Missouri, more particularly described by Michael J. Bogina, Missouri PLS-2022043970 of Olsson, LC-366, on November 11, 2025, as follows:

BEGINNING at the Southwest corner of Lot 4 of said Walnut Street Development Center subdivision, said point also being on the North right-of-way line of said Magellan Drive; thence South 87 degrees 30 minutes 22 seconds East, on said North line, a distance of 375.40 feet to the Southeast corner of said Lot 4; thence departing said North line, South 02 degrees 13 minutes 27 seconds West a distance of 60.00 feet to the Northeast corner of Tract A of said Walnut Street Development Center subdivision, said point also being on the South right-of-way line of said Magellan Drive; thence North 87 degrees 30 minutes 22 seconds West, on said South line, a distance of 375.40 feet to the Northwest corner of said Tract A, said point also being on the East right-of-way line of Sunnyside School Road, as now established; thence departing said South line, North 02 degrees 13 minutes 27 seconds East, on said East line, a distance of 60.00 feet to the POINT OF BEGINNING, containing 22,524 Square Feet, or 0.5171 Acres, more or less.

The vacation is subject to the following conditions described:

1. Approval by the City Council is based on the representations of any drawings presented as part of this application does not waive any requirement or

development standard contained in the UDC unless modified under Alternative Development Standards of the Vacation, which include:

a. Easements for utilities to be provided in the existing Right-of-Way including the existing public sanitary sewer before the vacation of Right-of-Way. Vacation releases and/or no objects for release of Right-of-Way from all known utility company areas are to be provided.

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 Planning Commission of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 5th day of January 2026.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: December 19, 2025
ITEM TYPE: Ordinance
SUBMITTED BY: Dennis Dovel
CONTRACT NUMBER:
DEPARTMENT: Administration
STRATEGIC PLAN PRIORITY: Infrastructure

ITEM DESCRIPTION

Passage of a Bill approving a modified funding agreement with the Missouri Highways and Transportation Commission in care of the Missouri Department of Transportation, otherwise known as MoDOT, for the construction of sidewalk improvements, in FY2028 along State Route 7 Highway between 40 Highway and SW Lake Village Road / SW Liggett Road (CIP ST-43), STBG 1207(408).

BACKGROUND

The Mid- America Regional Council (MARC) has awarded the City of Blue Springs a grant in the amount of $2,500,000 for sidewalk improvements along 7 Highway from 40 Highway to SW Lake Village Drive / SW Liggett Road. The Missouri Highway and Transportation Commission requires all municipal entities to agree to certain items for cost share projects. They also require the Surface Transportation Block Grant (STBG) be in the form of an ordinance. The agreement with MARC for the project was approved by the City of Blue Springs through Ordinance No. 5438 on July 7, 2025.

This agreement is for sidewalk improvements to State Route 7 Highway, from 40 Highway to SW Lake Village Road / SW Liggett Road and specifies the project responsibilities of each entity. It is necessary to coordinate City participation of this public improvement.

Blue Springs is responsible for the preparation of detailed construction design plans, project specifications, right of way acquisition, project funding, bid letting of the work, including solicitation and inspection. MoDOT will review the plans and specifications of the project to ensure the Commission requirements are met. The federal share for this project will be 80% of the construction costs, not to exceed $2,500,000.

The improvements will involve the placement of sidewalks along State Route 7 Highway. These improvements are necessary for the safety of citizens and the City's commitment to the improvement of the 7 Highway corridor.

FINANCIAL IMPACT

Contractor:	Missouri Highways and Transportation Commission

PROJECT TIMELINE

Estimated Start Date	February 1, 2026
Estimated End Date	December 31, 2028
Years and Months Contract in effect	3 years
Number of times renewable	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill with Agreement attached as Exhibit A.

REVIEWED BY

Requesting Director: Dennis Dovel

Legal: James Newell

Administration: George Schmitz

City Administrator: Christine Cates

Budget: N/A

Introduced by Councilmember _____ BILL NO. 5375

ORDINANCE NO. ____

AN ORDINANCE APPROVING A CONTRACT BETWEEN THE CITY OF BLUE SPRINGS AND MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR SIDEWALKS ALONG STATE ROUTE 7 HIGHWAY FROM 40 HIGHWAY TO SW LAKE VILLAGE / SW LIGGET ROAD (CIP-43), STBG 1207 (408)

WHEREAS, the City wishes to make further sidewalk improvements to the portion of State Route 7 Highway between 40 Highway and SW Lake Village / SW Ligget Road; and

WHEREAS, in order for this to be accomplished, it is necessary that the City enter into an Agreement with the Missouri Highways and Transpiration Commission (MoDOT) in order to secure Surface Transportation Block Grant (STBG) funding for the construction of sidewalk improvements; and

WHEREAS, the City of Blue Springs will receive $2,500,000 for 80% of the construction costs of the sidewalk improvements; and

WHEREAS, the City approved agreements with the Mid-America Regional Council for this funding on July 7, 2025, by Ordinance No. 5438; and

WHEREAS, the City agrees to the cost share with the Missouri Highways and Transportation Commission for State Route 7 Highway from 40 Highway to SW Lake Village / SW Ligget Road.

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 Missouri Highways and Transportation Commission (MoDOT) for construction of sidewalks along State Route 7 Highway between 40 Highway and SW Lake Village / SW Ligget Road. A copy of the Contract is attached hereto as Exhibit “A” and is incorporated herein.

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

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 5th day of January 2026.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

CCO Form: FS11
Approved: 07/96 (KMH)
Revised: 02/25 (MWH)
Modified:

CFDA Number:	CFDA #20.205
CFDA Title:	Highway Planning and Construction
Award name/number:	STBG 1207(408)
Award Year:	2028
Federal Agency:	Federal Highway Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROGRAM AGREEMENT

THIS STBG AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Blue Springs, Jackson County, Missouri (hereinafter, "City").

WITNESSETH:

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA) Title 23 United States Code (USC) §133, authorizes a STBG Program to fund transportation related projects; and

WHEREAS, the City desires to construct certain improvements, more specifically described below, using such STBG funding; and

WHEREAS, those improvements are to be designed and constructed in compliance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to grant the use of STBG funds to the City. The improvement contemplated by this Agreement and designated as Project STBG 1207(408) involves:

Providing a safe path for pedestrians and upgrading traffic signals to accommodate bicyclists and pedestrians.

The City shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project STBG 1207(408) by the Commission is within the city limits of Blue Springs, Missouri. The

general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows:

MO Rte. 7 Hwy from Hwy 40 W to SW Lake Village Rd./SW Liggett Rd.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual [and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls]. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) LIMITS OF SYSTEM: The limits of the surface transportation system for the City shall correspond to its geographical area as encompassed by the urban boundaries of the City as fixed cooperatively by the parties subject to approval by the Federal Highway Administration (FHWA).

(5) ROUTES TO BE INCLUDED: The City shall select the high traffic volume arterial and collector routes to be included in the surface transportation system, to be concurred with by the Commission, subject to approval by the FHWA. It is understood by the parties that surface transportation system projects will be limited to the said surface transportation system, but that streets and arterial routes may be added to the surface transportation system, including transfers from other federal aid systems.

(6) INVENTORY AND INSPECTION: The City shall:

(A) Furnish annually, upon request from the Commission or FHWA, information concerning conditions on streets included in the STBG system under local jurisdiction indicating miles of system by pavement width, surface type, number of lanes, and traffic volume category.

(B) Inspect and provide inventories of all bridges on that portion of the federal-aid highway systems under the jurisdiction of the City in accordance with the Federal Special Bridge Program, as set forth in 23 USC §144, and applicable amendments or regulations promulgated thereunder.

(7) ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon execution of this Agreement, the Commission accepts the above-described portion of the City street system as part of the state highway system for the purposes of this STBG project. However, during the construction period contemplated in this Agreement:

(A) The Commission will assume no police or traffic control functions not

obligatory upon Commission immediately prior to the execution of this Agreement, and

(B) The City shall perform or cause to be performed normal maintenance on the project site.

(8) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept maintenance of the improvements made by this project at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for operational maintenance. Any aesthetic improvements installed on highways maintained by the Commission upon completion of the project will be the sole responsibility of the City for maintenance. All obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(9) INDEMNIFICATION: To the extent allowed or imposed by law, the City shall defend, indemnify, and hold harmless the Commission, including its members and the Missouri Department of Transportation ("MoDOT" or "Department") employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(10) INSURANCE:

(A) The City is required or will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right of way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right of way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the MoDOT and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($600,000 per claimant and $4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to section 537.610 RSMo.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(11) CONSTRUCTION SPECIFICATIONS: Parties agree that all construction

under the STBG for the City will be constructed in accordance with current MoDOT design criteria/specifications for urban construction unless separate standards for the surface transportation system have been established by the City and the Commission subject to the approval of the FHWA.

(12) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation (USDOT) Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term “the City” is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(13) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for the project and in doing so agrees that it will comply with all applicable federal laws, rules, and regulations, including 42 USC 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act.

(14) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80% (Eighty Percent) not to exceed $2,500,000 (Two million five-hundred thousand dollars), which consists of $1,500,000 (One million five hundred thousand dollars) in STBG funding, and $1,000,000 (One million dollars) in TAP funding. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(B) The total reimbursement otherwise payable to the City under this Agreement is subject to reduction, offset, levy, judgment, collection or withholding, if there is a reduction in the available federal funding, or to satisfy other obligations of the City to

the Commission, the State of Missouri, the United States, or another entity acting pursuant to a lawful court order, which City obligations or liability are created by law, judicial action, or by pledge, contract or other enforceable instrument. Any costs incurred by the City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.

(15) PERMITS: The City shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.

(16) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signal and marking in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

(17) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STBG 1207(408) will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

(18) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the City of any required goals for participation by DBEs to be included in the (City's/County's/Grantee's) proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of Title 49 Code of Federal Regulations (CFR) Part 26, as amended.

(19) NOTICE TO BIDDERS: The City shall notify the prospective bidders that DBEs shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(20) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two (2) weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within ninety (90) days of the project completion date for the final phase of work. The City shall repay any progress payments which involve ineligible costs.

(21) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the

City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(22) OUTDOOR ADVERTISING: The City further agrees that the right of way provided for any STBG improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

(23) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(24) AUDIT REQUIREMENTS: If the City expend(s) one million dollars ($1,000,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than one million dollars ($1,000,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(25) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) OF 2006: The City shall comply with all reporting requirements of the FFATA of 2006, as amended. This Agreement is subject to the award terms within 2 CFR Part 170.

(26) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(27) APPLICALBE LAWS AND REGULATIONS: This Agreement shall be construed according to the laws of the State of Missouri. Each party shall comply with all applicable federal, state, and local laws, regulations, and ordinances. Additionally, each party shall adhere to all accepted industry standards, processes, and procedures relevant to the performance of their obligations under this Agreement. A violation of this paragraph constitutes a material breach of the Agreement.

(28) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(29) COMMISSION REPRESENTATIVE: The Commission's Kansas City District Engineer is designated as the Commission's representative for the purpose of

administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(30) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the City:
City of Blue Springs
Attn: City Traffic Engineer

(B) To the Commission:
Missouri Department of Transportation
Attn: KC District Engineer

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(31) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC §2000d and §2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 USC §12101, et seq.). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the USDOT relative to nondiscrimination in federally assisted programs of the USDOT (49 CFR Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, sex, disability, national origin, age, or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age, or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or

2. Cancellation, termination, or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (31) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the USDOT. The City will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(32) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(33) CONFLICT OF INTEREST: The City shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(34) MANDATORY DISCLOSURES: The City shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

[*Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this _____ (date).

Executed by the Commission this _____ (date).

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

_____

Title _____

ATTEST:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

CITY OF BLUE SPRINGS

By _____

Title _____

ATTEST:

By _____

Title _____

Approved as to Form:

By _____

Title _____

Ordinance No:_____

Exhibit A - Location of Project

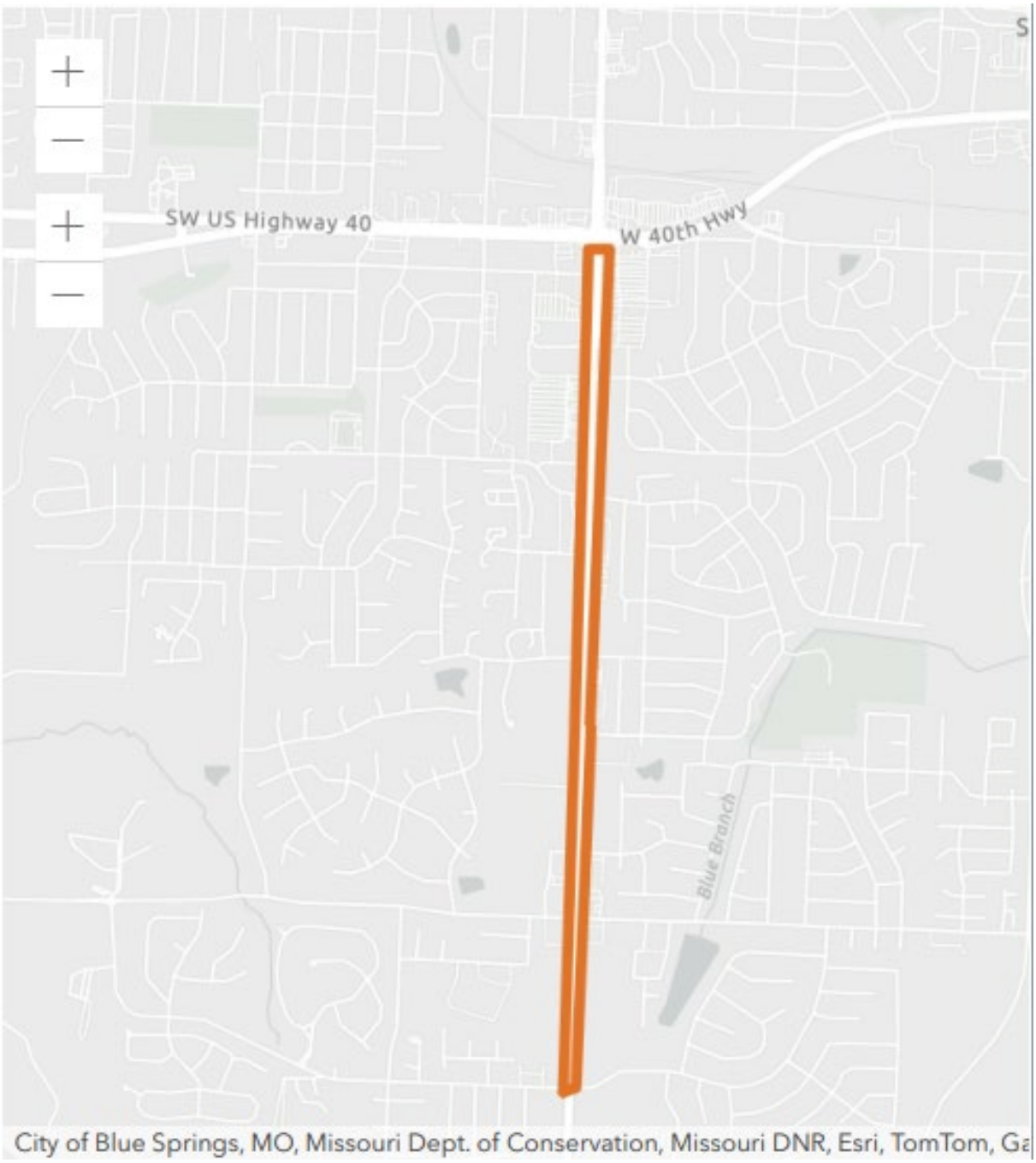


Exhibit B – Project Schedule

Project Description: STBG 1207(408) MO 7 Hwy Sidewalk – South

Task	**Date**
Date funding is made available or allocated to recipient	4/1/25
Solicitation for Professional Engineering Services (advertised)	12/1/25
Engineering Services Contract Approved	N/A
Conceptual Study (if applicable)	N/A
Preliminary and Right-of-Way Plans Submittal (if Applicable)	8/1/26
Plans, Specifications & Estimate (PS&E) Submittal	11/1/26
Plans, Specifications & Estimate (PS&E) Approval	1/1/27
Advertisement for Letting	2/1/27
Bid Opening	3/1/27
Construction Contract Award or Planning Study completed **(REQUIRED)**	5/1/27

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

Exhibit C - Required Contract Provisions

Federal-Aid Construction Contracts

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: January 5, 2026

ITEM TYPE: Contract

SUBMITTED BY: Dennis Dovel

CONTRACT NUMBER:

DEPARTMENT: Administration

STRATEGIC PLAN PRIORITY: Infrastructure

ITEM DESCRIPTION

Passage of a Bill approving a modified funding agreement with the Missouri Highways and Transportation Commission in care of the Missouri Department of Transportation, otherwise known as MoDOT, for the construction of sidewalk improvements, in FY2026 along State Route 7 Highway between 40 Highway and SW Lake Village Road / SW Liggett Road (CIP ST-43), TAP 9901 (447).

BACKGROUND

The Mid-America Regional Council (MARC) has awarded the City of Blue Springs a grant in the amount of $900,000 for sidewalk improvements along 7 Highway from 40 Highway to SW Lake Village Drive / SW Liggett Road. The Missouri Highway and Transportation Commission requires all municipal entities to agree to certain items for cost share projects. They also require the Transportation Alternatives Program (TAP) be in the form of an ordinance. The agreement with MARC for the project was approved by the City of Blue Springs through Ordinance No. 5237 on June 20, 2023.

This agreement is for sidewalk improvements to State Route 7 Highway, from 40 Highway to SW Lake Village Road / SW Liggett Road and specifies the project responsibilities of each entity. It is necessary to coordinate City participation of this public improvement.

Blue Springs is responsible for the preparation of detailed construction design plans, project specifications, right of way acquisition, project funding, bid letting of the work, including solicitation and inspection. MoDOT will review the plans and specifications of the project to ensure the Commission requirements are met. The federal share for this project will be 80% of the construction costs, not to exceed $900,000.

The improvements will involve the placement of sidewalks along State Route 7 Highway. These improvements are necessary for the safety of citizens and the City's commitment to the improvement of the 7 Highway corridor.

FINANCIAL IMPACT

Contractor:	Missouri Highways and Transportation Commission

PROJECT TIMELINE

Estimated Start Date	February 1, 2026
Estimated End Date	December 31, 2028
Years and Months Contract in effect	3 years
Number of times renewable	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill with Agreement attached as Exhibit A.

REVIEWED BY

Requesting Director: Dennis Dovel

Legal: James Newell

Administration: George Schmitz

City Administrator: Christine Cates

Budget: N/A

Introduced by Councilmember _____ BILL NO. 5376

ORDINANCE NO. ____

AN ORDINANCE APPROVING A CONTRACT BETWEEN THE CITY OF BLUE SPRINGS AND MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR SIDEWALKS ALONG STATE ROUTE 7 HIGHWAY FROM 40 HIGHWAY TO SW LAKE VILLAGE / SW LIGGET ROAD (CIP-43), TAP 9901 (447)

WHEREAS, the City wishes to make further sidewalk improvements to the portion of State Route 7 Highway between 40 Highway and SW Lake Village / SW Ligget Road; and

WHEREAS, in order for this to be accomplished, it is necessary that the City enter into an Agreement with the Missouri Highways and Transpiration Commission (MoDOT) in order to secure Transportation Alternatives Program (TAP) funding for the construction of sidewalk improvements; and

WHEREAS, the City of Blue Springs will receive $900,000 for 80% of the construction costs of the sidewalk improvements; and

WHEREAS, the City approved agreements with the Mid-America Regional Council for this funding on July 7, 2025, by Ordinance No. 5438; and

WHEREAS, the City agrees to the cost share with the Missouri Highways and Transportation Commission for State Route 7 Highway from 40 Highway to SW Lake Village / SW Ligget Road.

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 Missouri Highways and Transportation Commission (MoDOT) for construction of sidewalks along State Route 7 Highway between 40 Highway and SW Lake Village / SW Ligget Road. A copy of the Contract is attached hereto as Exhibit “A” and is incorporated herein.

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

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 5th day of January 2026.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

CCO Form: FS25
Approved: 04/95 (MGB)
Revised: 03/25 (MWH)
Modified:

CFDA Number: 20.205
CFDA Title: Highway Planning and Construction
Award name/number: TAP 9901(447)
Award Year: 2025
Federal Agency: Federal Highway Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRANSPORTATION ALTERNATIVES PROGRAM AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Blue Springs (hereinafter, “City”).

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The United States Congress has authorized, in Infrastructure Investment and Jobs Act (IIJA); Title 23 United States Code (USC) §101, §106 §133; and §208 funds to be used for transportation projects. The purpose of this Agreement is to grant the use of such transportation project funds to the City.

(2) LOCATION: The transportation enhancements funds which are the subject of this Agreement are for the project at the following location: Along MO Hwy 7 on both sides of the road from MO Hwy 40 to Liggett Road.

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual [and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls]. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City. The City may not be eligible for future Transportation Enhancements Funds if the City does not meet the reasonable progress

policy.

(4) INDEMNIFICATION: To the extent allowed or imposed by law, the City shall defend, indemnify, and hold harmless the Commission, including its members and the Missouri Department of Transportation ("MoDOT" or "Department") employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(5) INSURANCE:

(A) The City is required or will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right of way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right of way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the MoDOT and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($600,000 per claimant and $4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to section 537.610 RSMo.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(6) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(7) COMMISSION REPRESENTATIVE: The Commission's Kansas City District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(8) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC §2000d and §2000e, *et seq*.), as well as any applicable titles of the "Americans with Disabilities Act" (42 USC §12101, *et seq*.). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation (USDOT) relative to nondiscrimination in federally assisted programs of the USDOT (Title 49 Code of Federal Regulations (CFR) Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age, or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or

2. Cancellation, termination, or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of this paragraph of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules, or instructions issued by the Commission or the USDOT. The City will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(9) ASSIGNMENT: The City shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the Commission.

(10) APPLICABLE LAWS AND REGULATIONS: This Agreement shall be construed according to the laws of the State of Missouri. Each party shall comply with all applicable federal, state, and local laws, regulations, and ordinances. Additionally, each party shall adhere to all accepted industry standards, processes, and procedures relevant to the performance of their obligations under this Agreement. A violation of this paragraph constitutes a material breach of the Agreement.

(11) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(12) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Federal Highway Administration (FHWA) and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(13) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the USDOT Form FHWA 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term “the City” is to be substituted. The City agrees to abide by and carry out the condition and obligations of

"the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(14) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for this project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 USC 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act.

(15) MAINTENANCE OF DEVELOPMENT: The City shall maintain the herein contemplated improvements without any cost or expense to the Commission. All maintenance by the City shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalk or bike trails are constructed on the Commission's right of way pursuant to this Agreement, the City shall inspect and maintain the sidewalk or bike trails constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalk or bike trails. If the City fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the City in writing of the City's failure to maintain the improvement. If the City continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvement whether or not the improvement is located on the Commission's right of way. Any removal by the Commission shall be at the sole cost and expense of the City. Maintenance includes but is not limited to mowing and trimming between shrubs and other plantings that are part of the improvement.

(16) PLANS: The City shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.

(17) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. The federal share for this project will be 80% (Eighty Percent) not to exceed $900,000 (Nine hundred thousand dollars). The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated

with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(18) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two (2) weeks. Progress payments must be submitted monthly. The City shall repay any progress payments which involve ineligible costs.

(19) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(20) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of the herein improvements. If this improvement is on the right of way of the Commission, the City must secure a permit from the Commission prior to the start of any work on the right of way. The permits which may be required include, but are not limited to, environmental, architectural, historical or cultural requirements of federal or state law or regulation.

(21) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the City's contractor and subcontractor on the herein project. The City shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers, and other evidence pertaining to costs incurred in connection with the Transportation Alternatives Program Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(22) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES: A person may offer to donate funds, materials, or services in connection with this project. Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project shall be credited according to 23 USC §323.

(23) DISADVANTAGED BUSINESS ENTERPRISES (DBE): The Commission will advise the City of any required goals for participation by DBEs to be included in the

City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 CFR Part 26, as amended.

(24) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(25) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(26) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(27) AUDIT REQUIREMENTS: If the City expend(s) one million dollars ($1,000,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than one million dollars ($1,000,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(28) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) OF 2006: The City shall comply with all reporting requirements of the FFATA of 2006, as amended. This Agreement is subject to the award terms within 2 CFR Part 170.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this _____ (date).

Executed by the Commission this _____ (date).

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

By: _____

Title: _____

ATTEST:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

CITY OF BLUE SPRINGS

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

Approved as to Form:

By:_____

Title: _____

Ordinance No. _____

Exhibit A - Location of Project

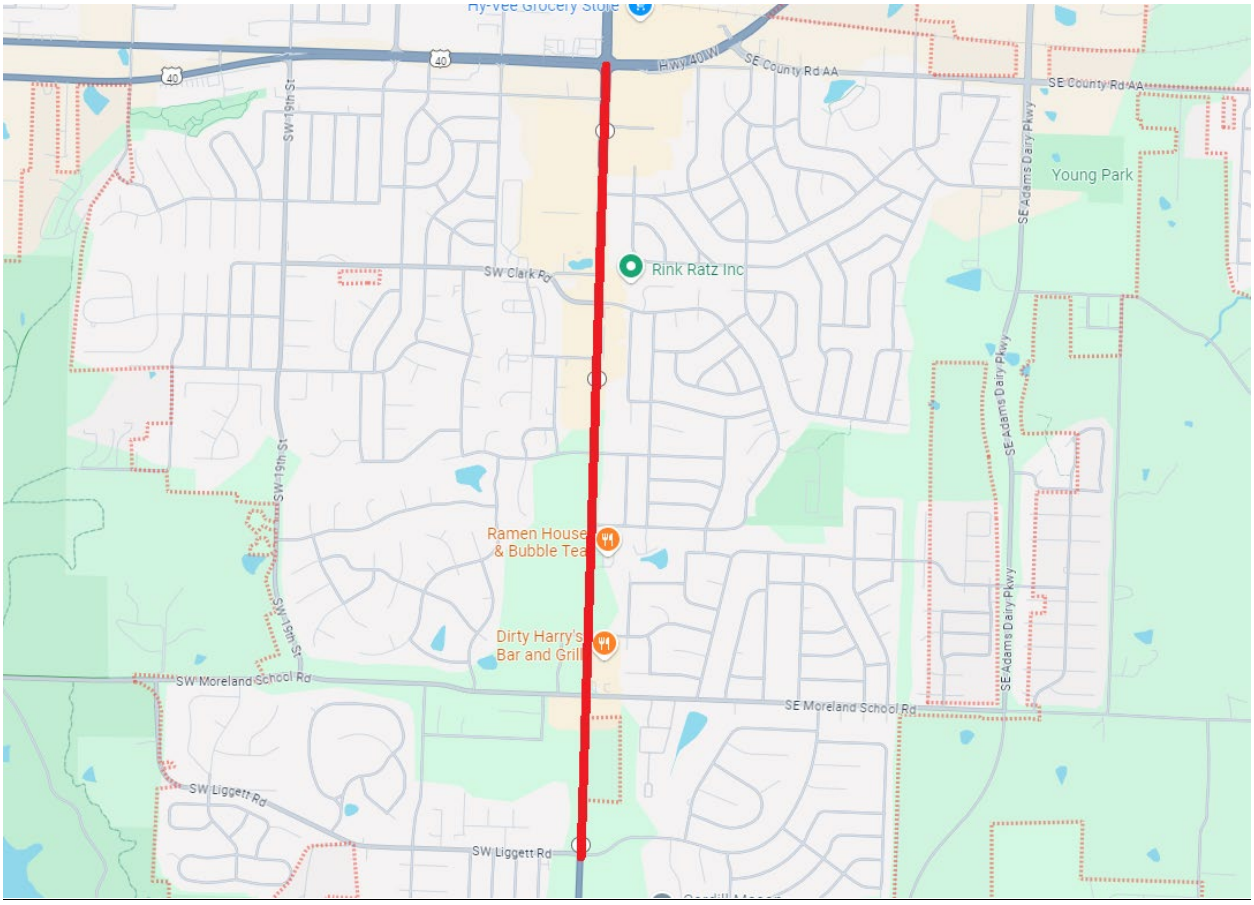


Exhibit B – Project Schedule

Project Description: Mo Hwy 7 Sidewalk South

Task	**Date**
Date funding is made available or allocated to recipient	2/28/23
Solicitation for Professional Engineering Services (advertised)	N/A
Engineering Services Contract Approved	N/A
Conceptual Study (if applicable)	N/A
Preliminary and Right-of-Way Plans Submittal (if Applicable)	8/1/26
Plans, Specifications & Estimate (PS&E) Submittal	11/1/26
Plans, Specifications & Estimate (PS&E) Approval	1/1/27
Advertisement for Letting	2/1/27
Bid Opening	3/1/27
Construction Contract Award or Planning Study completed **(REQUIRED)**	5/1/27

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and a Supplemental Agreement is required to modify this date.

Exhibit C - Required Contract Provisions
Federal-Aid Construction Contracts

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: December 19, 2025
ITEM TYPE: Ordinance
SUBMITTED BY: Dennis Dovel
CONTRACT NUMBER:
DEPARTMENT: Administration
STRATEGIC PLAN PRIORITY: Infrastructure

ITEM DESCRIPTION

Passage of a Bill approving a modified funding agreement with the Missouri Highways and Transportation Commission in care of the Missouri Department of Transportation (MoDOT) for the construction improvements to AA Highway, in FY2027 along State Route AA Highway between 40 Highway and the eastern city limits (CIP ST-52), STBG 9901(448).

BACKGROUND

The Mid-America Regional Council (MARC) has awarded the City of Blue Springs a grant in the amount of $6,500,000 for improvements to AA Highway from 40 Highway to the eastern city limits. The Missouri Highway and Transportation Commission requires all municipal entities to agree to certain items for cost share projects. They also require the Surface Transportation Block Grant (STBG) be in the form of an ordinance. The agreement with MARC for the project was approved by the City of Blue Springs through Ordinance No. 5107, June 20, 2023.

This agreement is for improvements to AA Highway, from 40 Highway to the eastern city limits and specifies the project responsibilities of each entity. It is necessary to coordinate City participation of this public improvement.

Blue Springs is responsible for the preparation of detailed construction design plans, project specifications, right of way acquisition, project funding, bid letting of the work, including solicitation and inspection. MoDOT will review the plans and specifications of the project to ensure the Commission requirements are met. The federal share for this project will be 80% of the construction costs, not to exceed $6,500,000.

The improvements will involve total and partial road improvements and pedestrian improvements to AA Highway. These improvements are necessary for the safety of citizens and the City's commitment to the improvement of the AA Highway corridor.

FINANCIAL IMPACT

Contractor:	Missouri Highways and Transportation Commission

PROJECT TIMELINE

Estimated Start Date	February 1, 2026
Estimated End Date	December 31, 2028
Years and Months Contract in effect	3 years
Number of times renewable	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill with Agreement attached as Exhibit A.

REVIEWED BY

Requesting Director: Dennis Dovel

Legal: James Newell

Admin: George Schmitz

City Administrator: Christine Cates

Budget: N/A

Introduced by Councilmember _____ BILL NO. 5377

ORDINANCE NO. ____

AN ORDINANCE APPROVING A CONTRACT BETWEEN THE CITY OF BLUE SPRINGS AND MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR ROAD IMPROVEMENTS ALONG AA HIGHWAY FROM 40 HIGHWAY TO THE EASTERN CITY LIMITS (CIP-43), STBG 9901 (448)

WHEREAS, the City wishes to make further road improvements to the portion of AA Highway between 40 Highway and the eastern city limits; and

WHEREAS, in order for this to be accomplished, it is necessary that the City enter into an Agreement with the Missouri Highways and Transpiration Commission (MoDOT) in order to secure Surface Transportation Block Grant (STBG) funding for the construction of these improvements; and

WHEREAS, the City of Blue Springs will receive $6,500,000 for 80% of the construction costs of the road improvements; and

WHEREAS, the City approved agreements with the Mid-America Regional Council for this funding on June 20, 2023, by Ordinance No. 5107; and

WHEREAS, the City agrees to the cost share with the Missouri Highways and Transportation Commission for improvements to AA Highway from 40 Highway to the eastern city limits.

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 Missouri Highways and Transportation Commission (MoDOT) for construction of road improvements along AA Highway between 40 Highway and the eastern city limits. A copy of the Contract is attached hereto as Exhibit “A” and is incorporated herein.

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

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 5th day of January 2026.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

CCO Form: FS11
Approved: 07/96 (KMH)
Revised: 02/25 (MWH)
Modified:

CFDA Number:	CFDA #20.205
CFDA Title:	Highway Planning and Construction
Award name/number:	STBG 9901(448)
Award Year:	2027
Federal Agency:	Federal Highway Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROGRAM AGREEMENT

THIS STBG AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Blue Springs, Jackson County, Missouri (hereinafter, "City").

WITNESSETH:

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA) Title 23 United States Code (USC) §133, authorizes a STBG Program to fund transportation related projects; and

WHEREAS, the City desires to construct certain improvements, more specifically described below, using such STBG funding; and

WHEREAS, those improvements are to be designed and constructed in compliance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to grant the use of STBG funds to the City. The improvement contemplated by this Agreement and designated as Project STBG 9901(448) involves:

Safety improvements along AA Hwy, a major collector, from 40 Hwy to the eastern City limits.

The City shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project STBG 9901(448) by the Commission is within the city limits of Blue Springs, Missouri. The

general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows:

MO Hwy AA, from MO Hwy 40 to the eastern City limits.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual [and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls]. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) LIMITS OF SYSTEM: The limits of the surface transportation system for the City shall correspond to its geographical area as encompassed by the urban boundaries of the City as fixed cooperatively by the parties subject to approval by the Federal Highway Administration (FHWA).

(5) ROUTES TO BE INCLUDED: The City shall select the high traffic volume arterial and collector routes to be included in the surface transportation system, to be concurred with by the Commission, subject to approval by the FHWA. It is understood by the parties that surface transportation system projects will be limited to the said surface transportation system, but that streets and arterial routes may be added to the surface transportation system, including transfers from other federal aid systems.

(6) INVENTORY AND INSPECTION: The City shall:

(A) Furnish annually, upon request from the Commission or FHWA, information concerning conditions on streets included in the STBG system under local jurisdiction indicating miles of system by pavement width, surface type, number of lanes, and traffic volume category.

(B) Inspect and provide inventories of all bridges on that portion of the federal-aid highway systems under the jurisdiction of the City in accordance with the Federal Special Bridge Program, as set forth in 23 USC §144, and applicable amendments or regulations promulgated thereunder.

(7) ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon execution of this Agreement, the Commission accepts the above-described portion of the City street system as part of the state highway system for the purposes of this STBG project. However, during the construction period contemplated in this Agreement:

(A) The Commission will assume no police or traffic control functions not

obligatory upon Commission immediately prior to the execution of this Agreement, and

(B) The City shall perform or cause to be performed normal maintenance on the project site.

(8) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept maintenance of the improvements made by this project at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for operational maintenance. Any aesthetic improvements installed on highways maintained by the Commission upon completion of the project will be the sole responsibility of the City for maintenance. All obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(9) INDEMNIFICATION: To the extent allowed or imposed by law, the City shall defend, indemnify, and hold harmless the Commission, including its members and the Missouri Department of Transportation ("MoDOT" or "Department") employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(10) INSURANCE:

(A) The City is required or will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right of way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right of way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the MoDOT and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($600,000 per claimant and $4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to section 537.610 RSMo.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(11) CONSTRUCTION SPECIFICATIONS: Parties agree that all construction

under the STBG for the City will be constructed in accordance with current MoDOT design criteria/specifications for urban construction unless separate standards for the surface transportation system have been established by the City and the Commission subject to the approval of the FHWA.

(12) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation (USDOT) Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term “the City” is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(13) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for the project and in doing so agrees that it will comply with all applicable federal laws, rules, and regulations, including 42 USC 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act.

(14) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80% (Eighty Percent) not to exceed $6,500,000 (Six million five-hundred thousand dollars). The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(B) The total reimbursement otherwise payable to the City under this Agreement is subject to reduction, offset, levy, judgment, collection or withholding, if there is a reduction in the available federal funding, or to satisfy other obligations of the City to the Commission, the State of Missouri, the United States, or another entity acting

pursuant to a lawful court order, which City obligations or liability are created by law, judicial action, or by pledge, contract or other enforceable instrument. Any costs incurred by the City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.

(15) PERMITS: The City shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.

(16) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signal and marking in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

(17) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STBG 9901(448) will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

(18) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the City of any required goals for participation by DBEs to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of Title 49 Code of Federal Regulations (CFR) Part 26, as amended.

(19) NOTICE TO BIDDERS: The City shall notify the prospective bidders that DBEs shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(20) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two (2) weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within ninety (90) days of the project completion date for the final phase of work. The City shall repay any progress payments which involve ineligible costs.

(21) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the

vendor within two (2) business days of receipt of funds from MoDOT.

(22) OUTDOOR ADVERTISING: The City further agrees that the right of way provided for any STBG improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

(23) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(24) AUDIT REQUIREMENTS: If the City expend(s) one million dollars ($1,000,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than one million dollars ($1,000,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(25) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) OF 2006: The City shall comply with all reporting requirements of the FFATA of 2006, as amended. This Agreement is subject to the award terms within 2 CFR Part 170.

(26) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(27) APPLICALBE LAWS AND REGULATIONS: This Agreement shall be construed according to the laws of the State of Missouri. Each party shall comply with all applicable federal, state, and local laws, regulations, and ordinances. Additionally, each party shall adhere to all accepted industry standards, processes, and procedures relevant to the performance of their obligations under this Agreement. A violation of this paragraph constitutes a material breach of the Agreement.

(28) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(29) COMMISSION REPRESENTATIVE: The Commission's Kansas City District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may

designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(30) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the City:
City of Blue Springs
Attn: City Traffic Engineer

(B) To the Commission:
Missouri Department of Transportation
Attn: KC District Engineer

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(31) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC §2000d and §2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 USC §12101, et seq.). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the USDOT relative to nondiscrimination in federally assisted programs of the USDOT (49 CFR Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, sex, disability, national origin, age, or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by

competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age, or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or

2. Cancellation, termination, or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (31) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the USDOT. The City will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(32) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(33) CONFLICT OF INTEREST: The City shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a

financial or personal interest in a federally funded project.

(34) MANDATORY DISCLOSURES: The City shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

[*Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this _____ (date).

Executed by the Commission this _____ (date).

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

_____

Title _____

ATTEST:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

CITY OF BLUE SPRINGS

By _____

Title _____

ATTEST:

By _____

Title _____

Approved as to Form:

By _____

Title _____

Ordinance No: _____

Exhibit A - Location of Project

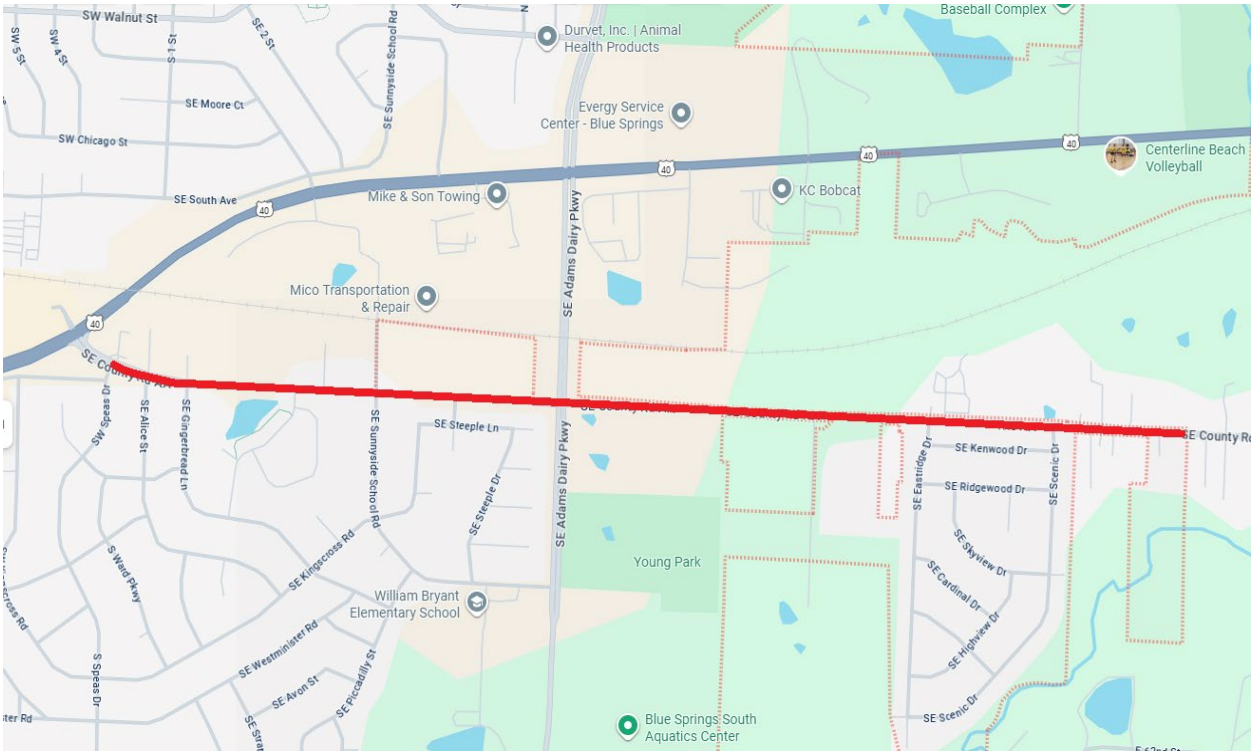


Exhibit B – Project Schedule

Project Description: MO Highway AA Improvements

Task	**Date**
Date funding is made available or allocated to recipient	2/28/23
Solicitation for Professional Engineering Services (advertised)	N/A
Engineering Services Contract Approved	N/A
Conceptual Study (if applicable)	N/A
Preliminary and Right-of-Way Plans Submittal (if Applicable)	9/1/26
Plans, Specifications & Estimate (PS&E) Submittal	3/1/27
Plans, Specifications & Estimate (PS&E) Approval	5/1/27
Advertisement for Letting	6/1/27
Bid Opening	7/1/27
Construction Contract Award or Planning Study completed **(REQUIRED)**	8/1/27

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

Exhibit C - Required Contract Provisions

Federal-Aid Construction Contracts

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: December 16, 2025
ITEM TYPE: Contract
SUBMITTED BY: Erin Ford
CONTRACT NUMBER:
DEPARTMENT: Administration
STRATEGIC PLAN PRIORITY: Balanced Growth

ITEM DESCRIPTION

Passage of a Bill approving an Intergovernmental Agreement with the Land Bank of Blue Springs, Missouri to provide administrative and operational support.

BACKGROUND

On March 4, 2013, the City Council adopted Ordinance No. 4429 approving the formation of the Land Bank of Blue Springs, Missouri. The purpose of the Land Bank is to return nonrevenue-generating and nontax-producing land to usefulness. The Ordinance allows for staffing services provided by the City to the Land Bank pursuant to an intergovernmental agreement. On August 5, 2013, the City Council adopted Ordinance No. 4444 approving an Intergovernmental Agreement with the Land Bank with the initial term of the Agreement ending on Sept. 30, 2016. On October 7, 2019, the City Council approved Resolution No. 60-2019 approving an Intergovernmental Agreement with the term of the Agreement ending on September 30, 2022. On September 19, 2022 the City Council approved Ordinance No. 5154 to extend the

Intergovernmental Agreement to September 30, 2025. The Land Bank approved a new Intergovernmental Agreement on December 15, 2025, with a five-year term ending on September 30, 2030.

FINANCIAL IMPACT

Contractor:	Land Bank of Blue Springs, Missouri

PROJECT TIMELINE

Estimated Start Date	September 30, 2025
Estimated End Date	September 30, 2030

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Land Bank of Blue Springs

Date: December 15, 2025

Action: Approved with 3 ayes and 0 no votes

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill with Intergovernmental Agreement attached as Exhibit A.

REVIEWED BY

Requesting Director: Erin Ford

Legal: James Newell

Administration: George Schmitz

City Administrator: Christine Cates

Budget: N/A

Introduced by Councilmember _____ BILL NO. 5378

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BLUE SPRINGS, MISSOURI AND THE LAND BANK OF BLUE SPRINGS, MISSOURI TO PROVIDE ADMINISTRATIVE AND OPERATIONAL SUPPORT

WHEREAS, on March 4, 2013 the City Council adopted Ordinance No. 4429 approving the formation of the Land Bank of Blue Springs, Missouri to return nonrevenue-generating and nontax-producing land to usefulness; and

WHEREAS, the Ordinance allows for staffing services provided by the City to the Land Bank pursuant to an intergovernmental agreement; and

WHEREAS, the City may enter into intergovernmental agreements pursuant to §§ 70.220 and 70.230 RSMo; and

WHEREAS, on August 5, 2013 the City adopted Ordinance No. 4444 approving the Intergovernmental Agreement with the Land Bank with the initial term ending on September 30, 2016. On October 7, 2019, the City Council approved Resolution No. 60-2019 approving an Intergovernmental Agreement with the term of the Agreement ending on September 30, 2022. On September 19, 2022 the City Council approved Ordinance No. 5154 to approving the Intergovernmental Agreement ending on September 30, 2025; and

WHEREAS, at a meeting of the Land Bank Board of Commissioners on December 15, 2025, the Board approved a new five-year Intergovernmental Agreement with the City with the term ending on September 30, 2030 that will continue to provide administrative and operational staffing and other services for the Land Bank.

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

Section 1. The City has the authority to enter into a contract with the Land Bank of Blue Springs, Missouri for administrative and operational staffing and other services for the Land Bank. A copy of the proposed agreement is attached hereto as Exhibit "A" and is incorporated herein.

Section 2. City Staff is directed to perform all tasks necessary to implement said agreement

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 5th day of January 2026.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

INTERGOVERNMENTAL COOPERATIVE AGREEMENT
BETWEEN
LAND BANK OF BLUE SPRINGS, MISSOURI
AND THE CITY OF BLUE SPRINGS, MISSOURI

THIS AGREEMENT, made as of this _____ day of_____, 2025 by and between Land Bank of Blue Springs, Missouri, a public body corporate and politic, hereinafter referred to as "Land Bank," and the City of Blue Springs, Missouri, a constitutionally chartered municipal corporation, hereinafter referred to as "City."

WHEREAS, Sec. 141.980 RSMo. *et seq.* permitted the City to establish by ordinance a land bank agency for the management, sale, transfer, and other disposition of interests in real estate owned by such land bank agency; and

WHEREAS, on March 4, 2013, the City passed Bill No. 4250, Ordinance No. 4429 establishing the Land Bank ("Authorizing Ordinance"); and

WHEREAS, the City and Land Bank entered into an Intergovernmental Cooperative Agreement on August 5, 2013, October 7, 2019 and September 19, 2022; and

WHEREAS, a number of the properties within the City have become vacant, dilapidated, and non-revenue generating; and

WHEREAS, some of the properties contain violations of health, nuisance and property maintenance ordinances, contribute to the blight and deterioration of the City, and impose an economic burden upon the City; and

WHEREAS, some of these properties will be transferred to the Land Bank; and

WHEREAS, some properties in the Neighborhood Improvement Districts (NIDs) within the City have become or will become property of the Land Bank as a result of economic downturns; and

WHEREAS, it is in the best interests of the health, safety, welfare and economic viability of the citizens of City to efficiently and effectively support the Land Bank and to enter into this Intergovernmental Cooperative Agreement to achieve that interest;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, Land Bank and City agree as follows[1]:

1. SCOPE OF AGREEMENT. This agreement outlines the terms and conditions by which the City will support and undertake administrative and operational staffing, and other services for the Land Bank. Specific operational policies and procedures

[1] All Authorizing Ordinance Section Numbers are now codified in Chapter 120 Commissions, Boards, and Committees, Article IX, Blue Springs Land Bank Agency, Code of Ordinances, City of Blue Springs, Missouri.

will be developed by the Land Bank to govern its operations, within the limitations of the Authorizing Ordinance.

2. PAYMENT. On October 1, 2025, and on October 1 of each year thereafter that this Agreement is in effect, the City's annual contribution, if any, will be determined as a part of the City's budget process, and is not an ongoing obligation, and is subject in all respects to appropriated funds. For the fiscal year beginning October 1, 2025, and each fiscal year thereafter that this Agreement remains in effect, the maximum amount that the City will budget for the implementation, support, and operation of the Land Bank is an amount not to exceed $10,000, allocated in accordance with the direction from the City Administrator, as initially set forth in its budget for that fiscal year. The Land Bank will adopt a line item budget in conformity with the final allocation approved by the City, and thereafter will make modifications to such budget if changes are made to appropriate funds, and are less than anticipated. The Land Bank acknowledges that pursuant to Section 800.140 of the Authorizing Ordinance, the City is not obligated to contribute amounts to the Land Bank's annual budget, and that contributions or the incurring of expenses by the City on behalf of the Land Bank shall be reimbursed to the City from sale proceeds consistent with Section 800.120.A.3 and 800.120.B.4 of the Authorizing Ordinance. Any amounts budgeted by the City for the benefit of the Land Bank will be accounted for in a separate fund maintained by the City.

3. TERM. The term of this Agreement shall be for approximately five years, commencing on the effective date of the City's Resolution authorizing the execution of this Agreement by the Mayor on behalf of the City, and terminating on September 30, 2030, subject to sufficient appropriations by the City as set out in Section 17 hereof. On or before June 1, 2030 the City will provide to the Land Bank a list of proposed modifications, if any, for a renewal form of this Agreement. Upon the Land Bank's receipt of the proposed modifications, then the Land Bank may prepare and provide to the City its proposed modifications by September 1, 2030. Thereafter, the Land Bank and the City will enter into negotiations for a renewal form of this Agreement. The goal for the parties in those negotiations is to reach an agreement, if any, simultaneous with the submission of the City's budget for the fiscal year commencing on October 1, 2030. The parties hereto agree that there may modifications during the term hereof consistent with Section 8.

4. BASIC SERVICES. In consultation with the Land Bank, the City will allocate and provide staff to serve as the Land Bank's administrative and operational personnel as needed to implement and support the Land Bank, subject to the budget allocations. Pursuant to such consultation, the Land Bank may from time to time adopt resolutions appointing an executive director as recommended by the City and delegate to such executive director such authority it deems prudent and consistent with the Authorizing Ordinance, and the Land Bank's own bylaws and policies. City staff will assist the Land Bank with additional functions, as assigned

and coordinated by the City Administrator with advice and support from the Land Bank as follows:

- Administrative and operational staffing for public contact, distribution and process of application for purchase and donation of real properties, review and evaluation of offers for suitability of acceptance, and marketing properties;

- Field task staffing for inspection, evaluation, cleaning and securing properties in the Land Bank inventory or offered to the Land Bank, and ongoing monitoring of Land Bank properties as to changes in conditions;

- Maintenance or demolition of properties, to the extent of available and budgeted resources for that purpose, including mowing, cleaning, boarding, demolition, and limited repair, however, the primary responsibility for such maintenance will remain the liability of the Land Bank, and such an undertaking of assistance by the City will not be deemed an assumption of any liability for failure to maintain the Land Bank's property; and

- Financial support activities, including, but not limited to, processing of invoices, payments, receipt of funds, use of the City's accounting system, handling payroll of staff,

Such staff may have other duties as assigned by the City, and such duties shall not be deemed to be a conflict of interest with their undertakings on behalf of the Land Bank. The City agrees that all personnel costs associated with supporting and staffing the Land Bank, including salaries and benefits, will be paid by the City, and portions of that cost will be paid from the funds allocated by the budget established by the City for the Land Bank, as affirmed by the line item budget of the Land Bank.

Any amendments to the Land Bank Rules of Procedure shall be approved by the City Council.

The Land Bank will separately contract with the City's auditing firm for an annual audit consistent with Section 800.140 of the Authorizing Ordinance.

5. CLAIM SERVICES. Subject to budget allocations from the City to the Land Bank, for the term of this Agreement, for matters not otherwise covered by the insurance, the City, through its Law Department, under the direction of the City Attorney, hereby agrees to: a) handle the legal defense of all lawsuits for tort claims filed in the State of Missouri against the Land Bank, in which the City is not also a defendant, b) administer, evaluate and provide servicing of claims against the Land Bank that have not yet been filed as law suits and provide legal advice and assistance on claims once made to the Land Bank during the term of this Agreement.

   For those lawsuits in which both the City and Land Bank are named a party, in which neither are covered by insurance, the Law Department will provide, as soon

as practical, to the Land Bank, in closed session, the circumstances as then determined, that led to the claim, to enable the Land Bank to make an informed knowledgeable decision whether to waive the conflict of interest to enable the City Attorney to represent both the City and the Land Bank. The disclosure in closed session will occur at the next Land Bank meeting after service of the summons upon the lawsuit has been received by either the Land Bank or the City. The City shall advise the Land Bank board of commissioners by expeditious means, such as email, of the filing of any lawsuit to which the Land Bank is named as a party; and such electronic notice will be given as soon as practical, but not later than ten business days after receipt by the City of the summons in such lawsuit. Similarly, each commissioner of the Land Bank who individually receives a summons for any lawsuit related to their activities on behalf of the Land Bank, shall advise the City by expeditious means, such as email, of the filing of any lawsuit to which the commissioner is named as a party; and such electronic notice will be given as soon as practical, but not later than ten business days after receipt by such commissioner of the summons in such lawsuit.

In the event that the Land Bank does not have insurance and elects not to waive the conflict of interest, and desires to retain its own outside counsel, it shall so advise the City the earlier of i) five business days after the closed session in which the City advises the Land Bank of the circumstances of the lawsuit, or ii) ten business days before the answer on behalf of the City or the Land Bank needs to be filed in response to such lawsuit. If the Land Bank elects to retain independent counsel, then if requested by the Land Bank, the City will assist the Land Bank in engaging counsel. If funds budgeted by the City for the benefit of the Land Bank are proposed to be used for the purpose of retaining independent counsel, then the City has the right to object to any counsel selected by the Land Bank, and thereafter payment for such fees and services by the Land Bank will be limited to sale proceeds generated by its inventory.

The Land Bank agrees to pay the City for such legal and investigative services from its budgeted funds upon submission of invoices outlining those services. All other actual expenses associated with defending claims, such as costs of depositions and court reporters, preparation of trial exhibits, or outside counsel whenever required, will be chargeable to the various case files and submitted to the Land Bank for its payment.

The parties hereto agree that the City Attorney will have settlement authority up to an amount of One Thousand Dollars ($1,000) on all claims or cases where no insurance is available to the Land Bank without the approval of the Land Bank board, and may rely upon the Land Bank's verification of the source of funding for such payment from the Land Bank's budget.

6. TECHNOLOGY. Subject to the budget allocation, City shall provide access to an integrated computer system and hardware to track Land Bank inventory. Land Bank may enter into a contract for software, and software maintenance coverage, and assure connectivity to the City's computer system. City and Land Bank shall

make a reasonable effort to create an interface between the existing City tracking software within the City's provided system with the software obtained by the Land Bank.

7. FACILITY and IMPROVEMENTS.
   a. City will provide a portion of its facility at 903 W. Main Street in its Administration Department to house the Land Bank operations, but may relocate such operations if deemed necessary or convenient to the City to other municipal facilities provided such alternative facilities are equally accessible to the public.

   b. City and Land Bank shall jointly participate in good faith in the coordination and management of the space available to house the Land Bank pursuant to the terms of this Agreement. All furnishings and fixtures provided by the City for the Land Bank's use shall remain the property of the City. Reusable and recycled furnishings, equipment, or supplies from existing City facilities may be utilized.

8. MODIFICATION. This Agreement shall not be amended, modified, or canceled without the written consent of both parties to this Agreement. The Land Bank Board of Commissioners and the City Administrator, or their designee, shall have authority to make modifications to the Agreement that do not change the compensation to be paid by the Land Bank to the City, from budgeted funds from the City allocated to the Land Bank operations, or affect the duration of the Agreement.

9. DEFENSE AND INDEMNIFICATION. No party to this Agreement shall assume any liability for the acts or omissions of any other party to this Agreement, its officers or employees. However, City shall add the Land Bank as an additional insured or add the Land Bank's name by endorsement upon the City's comprehensive general liability coverage similarly to other boards, commissions or entities affiliated with the City, and/or to which the Mayor or City Council make appointments to the extent the City is able to do so under its policy of insurance. The Land Bank acknowledges that the City is uninsured up to an amount, with that amount being determined from time to time by the City's risk manager, upon the advice of its insurance consultant. The Land Bank will maintain its own comprehensive general liability coverage, in at least an amount of $500,000 combined single limit throughout the term of this Agreement. Both the City and the Land Bank preserve their own separate sovereign immunity, and acknowledge that such immunity will be asserted in any actions related to those activities undertaken by City staff on behalf of the Land Bank, and that each will submit claims to their respective policies, with rights of subrogation to the other's policy. To the extent permitted by law and subject to sufficient appropriations by the City Council, and further the City's obligations under this Section with respect to this indemnification for acts or omissions, including negligence of the City shall be limited to the coverage and limits of insurance maintained by the City, the City will indemnify, defend and hold Land Bank harmless from any and all

claims, liabilities, damages and costs (including reasonable attorney's fees directly related thereto) including but not limited to bodily injury to or death of any person and for damage to or destruction of property due to the actions or omissions of the City employees providing services to the Land Bank.

10. ASSIGNMENT. This Agreement, or any part thereof, shall not be assigned without the prior written consent of the City and/or the Land Bank. Any attempt to assign without such consent shall be void and confer no rights on any third parties.

11. GOVERNING LAW. This Agreement shall be construed and governed in accordance with the laws of the State of Missouri. The parties submit to the jurisdiction of the courts of the State of Missouri and waive venue.

12. WAIVER. Waiver of any of the provisions of this Agreement or any breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, or breach by the party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties of this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

13. SEVERABILITY. If any covenant or other provision of this Agreement shall be construed to be invalid, or incapable of being enforced, by reason of any rule of law or public policy, all other provisions and conditions of this Agreement shall nevertheless remain in full force and effect, and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

14. CONFLICTS OF INTEREST. City and Land Bank warrant as to their respective officers or employees of the City or Land Bank, whether elected or appointed, shall not in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this Agreement, except City employees may receive their salaries, wages and benefits otherwise due them. Both the City and the Land Bank will take such steps that are reasonable to assure that the conflicts of interest and ethics provisions contained in Section 800.170 of the Authorizing Ordinance are complied with by their respective employees or the individual commissioners of the Land Bank.

15. COMPLIANCE WITH LAW. City and Land Bank must comply with all applicable laws, ordinances and codes, and regulations of the federal, state and local governments in performing any of the work embraced in this Agreement.

16. TERMINATION.

a. Notice. City or Land Bank may terminate this Agreement at any time by giving sixty days' notice in writing to the other party.

b. If the Agreement is terminated by the Land Bank, the City will be paid for all services and associated costs up to the date of termination, from budgeted funds allocated by the City to the Land Bank, and any unexpended budgeted amounts allocated by the City will revert to the City. Subsequent to termination the Land Bank shall not have any right to funds derived from or traceable back to the budget allocated by the City to the Land Bank.

17. NON-APPROPRIATION. The parties recognize that City intends to satisfy its financial obligation to Land Bank hereunder out of funds annually appropriated for that purpose by the City, from which in turn it is anticipated that the Land Bank will reimburse the City for services provided for its benefit. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal year for payments due hereunder, City shall immediately notify Land Bank of this occurrence. Land Bank and City agree:

a. That any funds authorized or appropriated for the operation of the Land Bank in any fiscal year shall be applied to the payments hereunder consistent with this Agreement, and upon termination consistent with Section 16.b. above.

b. The City Administrator through the Director of Finance will use their reasonable efforts to obtain authorization and appropriation of such funds including, without limitation, the inclusion in the City's annual budget for each fiscal year during the term of this Agreement, a request for adequate funds to operate the Land Bank in a reasonable manner.

18. NOTICE. Any notices or other communication required or permitted to be given hereunder must be in writing and will be deemed given three (3) days after posting in the United States mail, regular mail, postage prepaid, or upon receipt by personal delivery, addressed to:

If to City: City Administrator
903 W. Main Street
Blue Springs, MO 64015

With a courtesy copy to:
City Attorney
903 W. Main Street
Blue Springs, MO 64015

If to Land Bank:

Chair of Land Bank of Blue Springs, Missouri
903 W. Main Street
Blue Springs, MO 64015

19. WARRANTY. City and Land Bank warrant that each has authority to enter into this Agreement and that all necessary approvals have been given.

20. INCORPORATION. This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, Land Bank and the City have each caused this Agreement to be executed by its duly authorized representative effective as of the date first above written.

CITY OF BLUE SPRINGS, MISSOURI
a Constitutionally Charter Municipal
Corporation of the State of Missouri

By _____
Chris Lievsay, Mayor

APPROVED AS TO FORM:

By _____
City Attorney

ATTEST:

By _____
City Clerk

LAND BANK OF BLUE SPRINGS,
MISSOURI, a Public Body Corporate and
Politic of the State of Missouri

By _____
Kirk Sampson, Chair

_____
Erin Ford, Board Secretary

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: December 15, 2025
ITEM TYPE: Ordinance
SUBMITTED BY: Christine Cates
CONTRACT NUMBER: N/A
DEPARTMENT: Administration
STRATEGIC PLAN PRIORITY: Infrastructure

ITEM DESCRIPTION

Passage of a Bill calling an Election for the issuance of $65,000,000 in revenue bonds for the water and sewer systems and treatment plant by the City of Blue Springs.

BACKGROUND

The City Council of the City of Blue Springs, Missouri (the "City"), finds it necessary and hereby declares its intent to issue not more than $65,000,000 of its combined water and sewer system revenue bonds for the purpose of renovating, constructing, improving and enlarging its combined water and sewer system, including the costs to renovate and improve the City's sewer treatment plant, and to evidence such borrowing by the issuance of combined water and sewer system revenue bonds of the City in an amount not to exceed $65,000,000.

At the May 6, 2024, City Council meeting, HDR Engineering presented an update on the Sni-A-Bar Wastewater Facility Plan. The presentation included an overview of the

Missouri State Operating Permit issued by the Missouri Department of Natural Resources for the Sni-A-Bar Wastewater Treatment Plant, with an effective date of December 1, 2023.

The permit requires the plant to comply with final effluent limits for ammonia, total phosphorus, and total nitrogen within seven years of the permit's effective date set by the Environmental Protection Agency. To meet these requirements, HDR recommended improvements that include replacing aging or nonfunctional equipment in the liquid treatment process and constructing new facilities to achieve future total nitrogen and total phosphorus limits through both chemical and biological treatment.

Major rehabilitation and equipment replacement are proposed for the following existing facilities:

Aeration Basin #1

Secondary Clarifiers #1 and #2

UV Disinfection System

The following new facilities and treatment processes are proposed:

Anaerobic Selector Basins #1–#3

Post-Oxic Basins #1 and #2

Chemical Building

RAS/WAS Lift Station #1

Plant Decant Pump Station

If approved by the voters, this project will receive financing through the Clean Water State Revolving Fund, which provides loan funding at interest rates below market levels, resulting in lower overall project costs for the City.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	April 7, 2026
Estimated End Date	December 1, 2030

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill with Notice of Election attached as Exhibit A

REVIEWED BY

Requesting Director: Christine Cates

Administration: Dennis Dovel

Budget: N/A

Legal: Gilmore & Bell

City Administrator: Christine Cates

Introduced by Councilmember _____ BILL NO. 5379

ORDINANCE NO. _____

AN ORDINANCE CALLING AN ELECTION FOR THE ISSUANCE OF REVENUE BONDS FOR THE WATER AND SEWER SYSTEMS AND TREATMENT PLANT BY THE CITY OF BLUE SPRINGS, MISSOURI

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

Section 1. The City Council of the City of Blue Springs, Missouri (the "City"), finds it necessary and hereby declares its intent to issue not more than $65,000,000 of its combined water and sewer system revenue bonds for the purpose of renovating, constructing, improving and enlarging its combined water and sewer system, including the costs to renovate and improve the City's sewer treatment plant (the "Project"), and to evidence such borrowing by the issuance of combined water and sewer system revenue bonds of the City (the "Bonds") in an amount not to exceed $65,000,000.

Section 2. A bond election is hereby ordered to be held in the City of Blue Springs, Missouri, on April 7, 2026, on the following question:

QUESTION

Shall the City of Blue Springs, Missouri, issue its combined water and sewer system revenue bonds in an amount not to exceed $65,000,000 for the purpose of renovating, constructing, improving and enlarging its combined water and sewer system, including the costs to renovate and improve the City's sewer treatment plant to be compliant with state and federal regulations and to add efficiency to the operation of the sewer treatment plant, the cost of operation and maintenance of said combined water and sewer system and the principal of and interest on said revenue bonds to be payable solely from the revenues derived by the City from the operation of its combined water and sewer system, including all future extensions and improvements thereto?

Section 3. The form of the Notice of Election for said election, a copy of which is attached hereto and made a part hereof, is hereby approved.

Section 4. The City Clerk is hereby authorized and directed to notify the Jackson County Board of Election Commissioners, of the adoption of this Ordinance no later than 4:00 p.m. on January 27, 2026, and to include in said notification all of the terms and provisions required by the Comprehensive Election Act, Chapter 115 of the Revised Statutes of Missouri, as amended.

Section 5. The City expects to make expenditures on and after the date of adoption of this Ordinance in connection with the Project, and the City intends to reimburse itself for such expenditures with the proceeds of the Bonds. The maximum principal amount of the Bonds to be issued for the Project is $65,000,000.

Section 6. That this Ordinance shall be in full force and effect from and after its passage and

approval.

Section 7. 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 5th day of January 2026.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

NOTICE OF ELECTION

CITY OF BLUE SPRINGS, MISSOURI

Notice is hereby given to the qualified voters of the City of Blue Springs, Missouri that the City Council has called an election to be held in the City on April 7, 2026, commencing at 6:00 A.M. and closing at 7:00 P.M., on the question contained in the following sample ballot:

OFFICIAL BALLOT
CITY OF BLUE SPRINGS, MISSOURI

April 7, 2026

QUESTION

Shall the City of Blue Springs, Missouri, issue its combined water and sewer system revenue bonds in an amount not to exceed $65,000,000 for the purpose of renovating, constructing, improving and enlarging its combined water and sewer system, including the costs to renovate and improve the City's sewer treatment plant to be compliant with state and federal regulations and to add efficiency to the operation of the sewer treatment plant, the cost of operation and maintenance of said combined water and sewer system and the principal of and interest on said revenue bonds to be payable solely from the revenues derived by the City from the operation of its combined water and sewer system, including all future extensions and improvements thereto?

YES ☐
NO ☐

INSTRUCTIONS TO VOTERS: If you are in favor of the question, place an X in the box opposite "YES." If you are opposed to the question, place an X in the box opposite "NO."

The election will be held at the following polling places in the City:

PRECINCT	**POLLING PLACE**

DATED: _____ _____, 2026.

_____
Jackson County Board of Election Commissioners

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: December 23, 2025

SUBMITTED BY: Councilmember Ericson and Councilmember Kaylor

DEPARTMENT: Administration

STRATEGIC PLAN PRIORITY: N/A

ITEM TYPE: Discussion

CONTRACT NUMBER: N/A

ITEM DESCRIPTION

Councilmembers Ericson and Kaylor will lead the discussion regarding evaluation of the Church property to host City events related to the upcoming World Cup. At the conclusion of the discussion a Motion is in order to direct staff.

BACKGROUND

The City purchased the former First Baptist Church and adjoining of the 3.63 acre property bound by railroad tracks on the east, Main Street to the south, 15th Street to the west, and Vesper Street to the north. A Request for Proposals was issued on December 16, 2025, for the redevelopment of this property.

There have been recent discussions about the potential use of the former church sanctuary for World Cup watch parties, and the facility needs to be evaluated to determine whether the facility can be safely used for events. To make this determination

a formal assessment of the building needs to be completed. This evaluation would focus on life safety, code compliance, building systems, and environmental conditions.

The estimated cost to evaluate the condition of the facility would range from $20,000 to $50,000. This cost is largely driven by the age of the structure and that the building was vacant and unused for more than ten years prior to City purchase. This evaluation would be used to estimate renovation costs and determine feasibility for public use.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	January 6, 2026
Estimated End Date	N/A

STAFF RECOMMENDATION

N/A.

REVIEWED BY

Requesting Director: Councilmember Ericson and Councilmember Kaylor

Administration: N/A

Budget: N/A

Legal: N/A

City Administrator: Christine Cates