BLUE SPRINGS
MISSOURI

CITY COUNCIL MEETING – AMENDED AGENDA
Monday, May 4, 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 Council Chambers. 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 routine by the City Council and will be enacted by one motion of the Council with no separate discussion. If separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request of a member of the City Council.

a. Minutes of the April 20, 2026 City Council meetings #1 and #2 and April 27, 2026 Special City Council meeting

b. Resolution No. 033-2026 approving a Disposition of Records

c. Resolution No. 034-2026 approving an Authorization Form for participation in grants with the Missouri Department of Transportation Highway Safety and Traffic Division

d. Annual Board and Commission Appointments

e. Annual Council Liaison Appointments

4. **Proclamation** – Missouri Local Government week

5. **Public Hearing** – Luxe Two (MajorLux II, MajorLux 2) Rezoning (RZ-01-26-9776) and Planned Development Concept Plan (PDC-01-26-9775)

6. **Public Hearing** – MajorLux II (MajorLux 2, Luxe Two) Community Improvement District

7. **Public Hearing** – MajorLux 2 (MajorLux II, Luxe Two) Industrial Development Project and Chapter 100 Bonds

8. Introduction and readings of Bill No. 5399 approving a Luxe Two (MajorLux II, MajorLux 2) Rezoning (RZ-01-26-9776) and Planned Development Concept Plan (PDC-01-26-9775)

9. Introduction and readings of Bill No. 5400 establishing the MajorLuxe II Community Improvement District

10. Introduction and readings of Bill No. 5401 approving the Industrial Development Project and Chapter 100 Bonds for MajorLux 2

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

12. Resolution No. 35-2026 approving a contract with Amino Brothers Co for Main Street improvement projects

13. Introduction and readings of Bill No. 5402 accepting temprorary and permanent easements for Main Street improvement projects

14. **Presentation** – Parks, Recreation and Open Space Master Plan

15. Resolution No. 36-2026 adopting the Parks, Recreation and Open Space Master Plan

16. 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.

17. Councilmember Comments

18. Mayoral Comments

19. Adjourn

Upcoming Meetings

Planning Commission Meeting – May 11, 6:30 PM

Public Arts Commission Meeting – May 13, 4:00 PM

Land Bank – May 18, 3:00 PM

City Council Meeting – May 18, 6:00 PM

Memorial Day - **City Services Closed** – May 25

Public Safety Citizen's Advisory Board Meeting – May 26, 6:00 PM

Planning Commission Meeting – May 26, 6:30 PM

World Cup Task Force Meeting – June 1, 10:00 AM

City Council Meeting – June 1, 6:00 PM

This agenda was posted at City Hall and on the City's website on Friday, May 1, 2026.

Erin Ford, City Clerk

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EXPLANATIONS

DATE: April 30, 2026

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

Item 3c – Authorization to Participate in Grants

Adopt a resolution approving a City Council Authorization Form for participation in grants with the Missouri Department of Transportation Highway Safety and Traffic Division. Refer to Council Information Form from Police Chief Bob Muenz for additional information.

Item 3d – Annual Board and Commission Appointments

Pursuant to Blue Springs Home Rule Charter Section 4.4.C - Powers and Duties;

Appointments: The Mayor, with the advice and consent of the majority of the Council, shall appoint all members of committees, boards, and commissions. Refer to Council Information Form from City Clerk Erin Ford for additional information.

Item 3e – Annual Council Liaison Appointments

Pursuant to Blue Springs Home Rule Charter Section 4.4.C – Powers and Duties; Appointments, the Mayor appoints all members of committees, boards, and commissions, with the advice and consent of the majority of the Council. The slate of 2026 Council representative and liaison appointments and reappointments are submitted to Council for approval. Refer to Council Information Form from City Clerk Erin Ford for additional information.

Item 5 & 8 – Luxe Two Rezoning and Planned Development Concept Plan

A public hearing is being held at the request of the Applicant, David A. Williams for the consideration to rezone from "GB/PUD/R-O" (General Business/Planned Unit Development/Restricted-Overlay) to "MF-18/PD" (High Density Multi-Family/Planned Development) (RZ-01-26-9776) for the 2.9 +/- acre Luxe Two development with a Planned Development Concept Plan (PDC-01-26-9775) located at 1500 NW North Ridge Drive. Upon conclusion of the public hearing a Bill rezoning Luxe Two and Planned Development Concept Plan will be ready for introduction and readings. Refer to Council Information Form from Director of City Development Nic Hutchison for additional information.

Items 6 & 9 – MajorLuxe II Community Improvement District

A public hearing is being held to receive public comment on the creation of the MajorLux II Community Improvement District. Upon conclusion of the public hearing, a Bill approving the Petition for Establishment of the MajorLux II Community Improvement

District will be ready for introduction and readings. Refer to Council Information Form from City Administrator Christine Cates for additional information.

Items 7 & 10 – MajorLuxe 2 Plan and Chapter 100 Bonds

A taxing district hearing is being held to receive comment on a plan for an industrial development project (the "Plan") for the MajorLux 2 project. Upon conclusion of the hearing, a Bill approving the Plan and approving bond documents to implement the Plan will be ready for introduction and readings. Refer to Council Information Form from City Administrator Christine Cates for additional information.

Item 12 – Contract for Main Street Improvement Projects

Adopt a Resolution approving a contract in the amount of $8,742,959.55 with Amino Brothers Co., Inc., for reconstruction of Main Street, 11th Street and the watermain replacement on Main Street. This project is approved as 2025 Bonds and WA-25 for FY2025-26. Refer to Council Information Form from Assistant City Administrator Dennis Dovel for additional information.

Item 13 – Easements for Main Street Improvement Projects

Passage of a Bill accepting temporary construction and permanent utility Easements from the abutting property owners for the Main Street Improvements Project. This project is approved as Project 2025 Bonds and WA-25 for FY2025-26. Refer to Council Information Form from Director of Strategic Initiatives George Schmitz for additional information.

Items 14 & 15 – Parks, Recreation and Open Space Master Plan

Ryan Hegreness, Consultant for Berry, Dunn, McNeil & Parker LLC (BerryDunn), will present the Parks, Recreation and Open Space Master Plan for the City of Blue Springs. Upon completion of the presentation, a motion is in order to approve a Resolution which will adopt the Parks, Recreation and Open Space Master Plan. Refer to Council

Information Form from Parks and Recreation Director Justin Stuart for additional information.

BLUE SPRINGS
MISSOURI

MINUTES OF APRIL 20, 2026 CITY COUNCIL MEETING #1

MEETING INFORMATION

A meeting of the City Council of the City of Blue Springs, Missouri, was held on Monday, April 20, 2026 at 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.

COUNCIL ATTENDANCE

Jerry Kaylor

Katie Tholen

Nick Brummel

Galen Ericson

Kent Edmondson

Jeremy Rowan

STAFF ATTENDANCE

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

PLEDGE

Mayor Lievsay led in the pledge of allegiance.

CALL MEETING TO ORDER AND CONFIRMATION OF QUORUM

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

DRAFT

CONSENT AGENDA

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

- Minutes of the April 6, 2026 City Council Meeting
- Declare and accept the results of the April 7, 2026 General Municipal Election for one Council seat in Districts 1, 2, and 3 and the issuance of $65,000,000 in revenue bonds for the water and sewer systems and treatment plant.

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 – COUNCILMEMBER KENT EDMONDSON

Mayor Lievsay and Council recognized Councilmember Kent Edmondson for his years of service to the City of Blue Springs.

ADJOURN

At 6:19 p.m., there was no further business to come before the Council, Councilmember Edmondson moved the meeting be adjourned. Motion seconded by Councilmember Tholen and carried unanimously.

SIGNATURES:

CITY OF BLUE SPRINGS

_____

Chris Lievsay, Mayor

ATTEST

_____

Erin Ford, City Clerk

BLUE SPRINGS
MISSOURI

MINUTES OF APRIL 20, 2026 CITY COUNCIL MEETING #2

MEETING INFORMATION

A meeting of the City Council of the City of Blue Springs, Missouri, was held on Monday, April 20, 2026 at 6:22 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.

COUNCIL ATTENDANCE

Jerry Kaylor

Katie Tholen

Nick Brummel

Galen Ericson

Brian Markworth

Jeremy Rowan

STAFF ATTENDANCE

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

CALL MEETING TO ORDER

Mayor Lievsay called the meeting to order at 6:22 p.m.

DRAFT

OATHS OF OFFICE ADMINISTERED

City Clerk Erin Ford administered the Oath of Office to re-elected District 1 Councilmember Jerry Kaylor and newly elected District 2 Councilmember Brian Markworth and District 3 Councilmember Nick Brummel.

CONSENT AGENDA

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

- **Liquor License for Taqueria Hernandez** located at 1016 NW Woods Chapel Rd Blue Springs, MO 64015 to sell intoxicating liquors in the original package for consumption on the premises (weekdays only) and Sunday Sales.
- **Resolution No. 030-2026** approving Task Order #23 with SC Engineering, LLC dba Cochran for Woods Chapel Estates Lift Station Design.
- **Resolution No. 031-2026** in support of the City of Blue Springs' Digital Accessibility efforts.

The Consent Agenda was approved with the following:

VOTE

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

ITEM 3d – FIREWORK PERMITS

Councilmember Tholen requested Item 3d – 2026 Firework Permits be pulled from the Consent Agenda to be considered for separate vote so she could recuse herself from voting. Councilmember Tholen is an active participant with Cornerstone Church of Blue Springs fireworks stand which has applied for a 2026 fireworks permit.

Councilmember Tholen left the Council Chambers at 6:24 p.m.

Councilmember Ericson moved to approve Item 3d – 2026 Fireworks Permits. Motion seconded by Councilmember Kaylor and carried unanimously with Councilmember Tholen being absent due to recusal.

Councilmember Tholen returned to the Council Chambers at 6:25 p.m.

ELECTION OF MAYOR PRO TEMPORE

Mayor Lievsay called for nominations from the floor for the one-year term of the Mayor Pro Tempore.

Councilmember Kaylor nominated Councilmember Ericson for the position of Mayor Pro Tempore. Motion seconded by Councilmember Ericson and **failed** with a vote of 2-5, with Councilmembers Tholen, Brummel, Markworth, Rowan and Mayor Lievsay voting no.

Councilmember Rowan nominated Councilmember Tholen for the position of Mayor Pro Tempore. Motion seconded by Councilmember Brummel and passed with a vote of 5-2, with Councilmembers Ericson and Kaylor voting no.

PUBLIC HEARING – ICONIC BLUE SPRINGS REZONING AND PLANNED DEVELOPMENT CONCEPT PLAN MOTION TO CONTINUE

Mayor Lievsay opened the Public Hearing at 6:28 p.m. and advised the Council that the applicant Matt Tapp, on behalf of the property owner, City of Blue Springs, is requesting the public hearing for the consideration of a Rezoning (RZ-02-26-009822) and Planned Development Concept Plan (PDC-02-26-009823) for Iconic Blue Springs be continued to the May 18, 2026 City Council meeting.

Councilmember Kaylor moved to continue the public hearing on April 20, 2026 to the May 18, 2026 Council meeting. Motion seconded by Councilmember Tholen and carried unanimously.

PUBLIC HEARING – INKED BY RI CONDITIONAL USE PERMIT

Mayor Lievsay opened the Public Hearing at 6:30 p.m. to consider a Conditional Use Permit allowing body art service uses on a 0.57 +/- acres property generally located at the intersection of SW WB US 40 HWY and SW 10th Street. The City Clerk entered one exhibits into the record.

STAFF REPORT

Associate Planner Shantele Frie reviewed the details of the proposed conditional use permit and addressed questions from the Council.

APPLICANT

The applicant's representative , Lori Worth, was available and addressed questions from Council.

The Mayor hearing no further comments for or against, closed the public hearing at 6:37 p.m.

INTRODUCTION AND FIRST READING OF BILL NUMBER 5398 – INKED BY RI CONDITIONAL USE PERMIT

Councilmember Kaylor introduced Bill Number 5398 approving a Conditional Use Permit allowing body art service uses on a 0.57 +/- acres property generally located at the intersection of SW WB US 40 HWY and SW 10th Street. City Clerk Erin Ford made the first reading of Bill No. 5398 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Tholen moved to approve Bill No. 5398 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Brummel and carried unanimously.

SECOND READING – BILL NUMBER 5398

Ms. Ford made the second reading of Bill Number 5398 by title. Councilmember Ericson moved to adopt Bill Number 5398 upon its second reading and give it ORDINANCE Number 5494, with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Rowan and carried with the following:

VOTE

Tholen – Aye

Brummel – Aye

Ericson – Aye

Markworth – Aye

Rowan – Aye

Kaylor – Aye

Mayor Lievsay – Aye

VISITORS

Citizens Jennifer Deines, Rachel McLanahan, Holly Holdcroft, Daniel Holdcroft and Shelbie Holdcroft spoke regarding the intersection at 6th and Major road.

COUNCILMEMBER COMMENTS

Councilmember Rowan noted that Green Up the Blue on April 18 was a successful event.

MAYORAL COMMENTS

- Mayor Lievsay welcomed new District 2 Councilmember Brian Markworth.

ADJOURN

At 7:00 p.m., there was no further business to come before the Council, Councilmember Ericson moved the meeting be adjourned. Motion seconded by Councilmember Kaylor and carried unanimously.

SIGNATURES:

CITY OF BLUE SPRINGS

_____

Chris Lievsay, Mayor

ATTEST

_____

Erin Ford, City Clerk

BLUE SPRINGS
MISSOURI

MINUTES OF APRIL 27, 2026 CITY COUNCIL SPECIAL MEETING

MEETING INFORMATION

A Special Meeting of the City Council of the City of Blue Springs, Missouri, was held on Monday, April 27, 2026 at 5:02 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.

COUNCIL ATTENDANCE

Jerry Kaylor

Katie Tholen

Nick Brummel

Galen Ericson

Brian Markworth

Jeremy Rowan - Absent

STAFF ATTENDANCE

Also present was City Clerk Erin Ford.

CALL MEETING TO ORDER AND CONFIRMATION OF QUORUM

Mayor Lievsay called the meeting to order at 5:02 p.m. and the City Clerk confirmed a quorum of the Council was present.

CLOSED SESSION

At 5:02 p.m., Councilmember Kaylor moved for the Council go into closed session pursuant to Section 610.021(1) Revised Statutes of Missouri, for the purpose of

privileged communications between a governmental body or its representative and legal counsel relating to Litigation, and that any minutes, documents and other records discussed or taken during the closed session remain closed, and that the special meeting of this body stand adjourned at the completion of such session. Motion seconded by Councilmember Tholen and carried with the following votes:

VOTE

Kaylor – Aye

Tholen – Aye

Brummel – Aye

Ericson – Aye

Markworth – Aye

Rowan – Absent

Mayor Lievsay – Aye

SIGNATURES:

CITY OF BLUE SPRINGS

_____

Chris Lievsay, Mayor

ATTEST

_____

Erin Ford, City Clerk

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: April 22, 2026

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, Administration, and Finance department records which have met the required retention period as prescribed by the Blue Springs Records Retention, Management, and Destruction Policy dated November 28, 2016 and in accordance with the Missouri Secretary of State's records retention guidelines.

BACKGROUND

Exhibit A to the Resolution lists the records from the Information Technology, Administration, and Finance 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 33-2026

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, Administration, and Finance 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 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 4th day of May 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 – IT		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 – IT	03/31/2026-04/30/2026	All employee emails in Sent Items, Deleted Items, Junk, and Clutter Folders	05/04/2026
N/A – IT	2024	Electric files and emails – full list attached	05/05/2026
FIN – ID921	07/2017-04/2022	Court Cash Receipt Books	05/05/2026
FIN – ID921	09/2017-10/2019	Records Cash Receipt Books	05/05/2026
FIN – ID921	01/2015-03/2025	Codes Cash Receipt Books	05/05/2026
FIN – ID921	02/2017-08/2022	Utility Billing Cash Receipt Books	05/05/2026
FIN – ID921	07/2010-02/2018	Parks/Vesper Cash Receipt Books	05/05/2026
FIN – ID921	01/2014	Human Resources Cash Receipt Books	05/05/2026
CC – ID922	2008-2024	Speaker Appearance Information	05/05/2026

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 _____ day of _____ _____, 20___.

_____

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

First Name	Last Name	Default Labor Level	Exit Date
ADAIR	BRIGHT	SENIOR PLANNER	5/28/2024
ADAM	WARD	TRAFFIC CONTROL CONCRETE MAINTENANCE WORKER	8/17/2024
ADDISON	STALLER	LIFEGUARD - BLUE SURF BAY	8/22/2024
ADRIANNA	MCMURRAY	FRONT DESK ATTENDANT	10/14/2024
ALEX	GILKEY	WATER DISTRIBUTION MAINTENANCE WORKER	2/9/2024
ALEX	PENDLETON	FIELDHOUSE ATTENDANT	8/10/2024
ALLIE	DAY	DETENTION SERVICE OFFICER	11/11/2024
AMY	FINKE	LITTLE ALL STARS ONSITE COORDINATOR	6/3/2024
ARAYA	CARR	DAY CAMP COUNSELOR	8/28/2024
AUSTIN	LUECKENHOFF	ASPHALT MAINTENANCE WORKER	2/23/2024
AVERY	PARIS	INTERN POLICE DEPARTMENT	11/1/2024
BAILEY	SMITH	DISPATCHER	4/22/2024
BARBARA	WYATT	RECORDS CLERK	12/13/2024
BOBI	HALLAK	PARKS & RECREATION COORDINATOR - VESPER HALL	8/2/2024
BRADY	SUITS	POLICE OFFICER	5/9/2024
BRIAN	ALEXANDER	SUPERVISOR DISPATCH	4/1/2024
BRIAN	HEUBLEIN	BUILDING INSPECTOR	9/6/2024
BRIAN	DILLINGHAM	CUSTOMER RELATIONS REPRESENTATIVE	11/13/2024
CARA	ELBERT	ASST. DIR. COMMUNITY DEVELOPMENT	8/30/2024
CARSON	ROSS	MAYOR	4/15/2024
CASSANDRA	MURKIN	CUSTOMER RELATIONS REPRESENTATIVE - VESPER HALL	8/10/2024
CHARLES	SPENCER	ASPHALT MAINTENANCE WORKER	6/14/2024
CHARLES	JACKSON	SEWER MAINTENANCE WORKER	10/30/2024
CHARLES	MANADE	POLICE OFFICER	12/5/2024
CHRISTIAN	VANMETER	FIELDHOUSE ATTENDANT	1/6/2024
CHRISTOPHER	VALDIVIESO	CODES INSPECTOR	9/5/2024
CLINTON	FIZER	BUILDING ATTENDANT	11/3/2024
COOPER	REW	PART TIME MAINTENANCE WORKER	1/12/2024
DAKOTA	STILES	WATER DISTRIBUTION MAINTENANCE WORKER	9/14/2024
DALLAS	RICHMAN	SEWER MAINTENANCE WORKER	4/29/2024
DANNY	WATERMAN	CUSTODIAN MAINTENANCE	1/10/2024
DAVID	WATSON	COMMUNICATIONS MANAGER	4/5/2024
DAVID	MCCUMBER	DEVELOPMENT REVIEW MANAGER	12/13/2024
DORETHA	LATIMER	CUSTODIAN MAINTENANCE	1/12/2024
GAVIN	SMITH	DETENTION SERVICE OFFICER	6/12/2024
GRACE	SANDERS	POLICE OFFICER	8/10/2024
HOUSTEN	MENTEER	DETENTION SERVICE OFFICER	7/10/2024
JAHMERE	TURNER	WATER DISTRIBUTION MAINTENANCE WORKER	10/4/2024
JAMARCUS	MAGEE	ASSOCIATE PLANNER	4/4/2024
JAMES	BURGESS	CITY ENGINEER	8/2/2024
JAMES	CASEY	ASPHALT MAINTENANCE WORKER	10/25/2024
JARED	BULLARD	CONSTRUCTION INSPECTOR	4/3/2024
JASON	NORBURY	ECONOMIC DEVELOPMENT DIRECTOR (1309)	2/29/2024
JAYLA	HILL-COLEMAN	CUSTOMER RELATIONS REPRESENTATIVE	8/10/2024
JAYSON	LYONS	PART TIME CUSTODIAN	5/27/2024
JENNIFER	FOSTER	POLICE OFFICER	5/23/2024
JIMMIE	OWEN	SR HEAVY DUTY TECHNICIAN/MECHANIC	9/5/2024
JOEY	CLARK	WATER DISTRIBUTION MAINTENANCE WORKER	3/22/2024

JOHN	LOWE	SEWER MAINTENANCE WORKER	10/29/2024
JONATHAN	LIGHTFOOT	VH RENTAL ATTENDANT	11/13/2024
JOSH	PHILLIPS	YOUTH ONSITE SPORTS COORDINATOR	4/15/2024
JOSHUA	GULICK	TRAFFIC CONTROL CONCRETE MAINTENANCE WORKER	9/13/2024
JULIE	HARDING	FRONT DESK ATTENDANT	9/6/2024
KATELYN	WRIGHT	CHILD WATCH ATTENDANT	11/1/2024
KELLY	FINKE	RECREATION PROGRAMMER	1/12/2024
KELSEY	COCKRUM	DAY CAMP COUNSELOR	3/21/2024
LARRY	STIFFARM	CUSTODIAN PART-TIME	8/19/2024
LAURA	RICHARDSON	CHILD WATCH ATTENDANT	7/12/2024
LAUREN	MUNCY	DISPATCHER	5/20/2024
LETHA	HARRIS	FIELDHOUSE ATTENDANT	12/3/2024
LINDSAY	ANDREWS	DAY CAMP COUNSELOR	8/30/2024
LLOYD	SNOW	SEWER MAINTENANCE WORKER	3/25/2024
LYN	LEWELLEN	COURT CLERK	12/12/2024
MAILE	RIOLES	CONCESSION WORKER - BLUE SURF BAY	9/3/2024
MANDY	BROCKMAN	UTILITY BILLING CLERK	3/11/2024
MASON	HINKLEY-BOMAN	BUILDING ATTENDANT	12/31/2024
MATTHEW	PICKENS	WATER DISTRIBUTION MAINTENANCE WORKER	9/17/2024
MEGAN	LANTER	GIS COORDINATOR	8/8/2024
MELISSA	RODRIQUEZ	PART TIME CUSTODIAN	1/2/2024
MELISSA	COLLINS	DISPATCHER	1/24/2024
MICAH	GERDTS	RECREATION COORDINATOR	11/27/2024
MICHAEL	MORRIS	CUSTODIAN MAINTENANCE	4/8/2024
MICHELLE	SPENCER	FIELDHOUSE ATTENDANT	9/24/2024
MIGUEL	FRANCO	INTERN COMMUNITY DEVELOPMENT	8/14/2024
PAUL	RINKER	DISPATCHER	6/28/2024
PAULA	PICKETT	POLICE OFFICER	2/9/2024
REAGAN	BECKMANN	INTERN POLICE DEPARTMENT	11/25/2024
RICK	SORIANO	SR WATER SERVICE TECHNICIAN	1/19/2024
RICKY	YORK	STORM WATER MAINTENANCE WORKER	6/12/2024
ROBERT	OLSON	POLICE OFFICER	6/1/2024
RYAN	MILLER	ASPHALT MAINTENANCE WORKER	7/12/2024
SAMATHA	BUCKLER	HR STAFFING ASSISTANT	4/5/2024
SARAH	DIMASO	FRONT DESK ATTENDANT	10/22/2024
SAVANNA	POOLE	TRAFFIC CONTROL CONCRETE MAINTENANCE WORKER	7/24/2024
SHANIA	PYCIOR	INTERN POLICE DEPARTMENT	11/25/2024
SHANNON	KLOTZ	PART TIME MAINTENANCE WORKER	9/6/2024
SHORTY	HOLCOMB	ASPHALT MAINTENANCE WORKER	5/24/2024
STACEY	EDWARDS	DEPUTY CHIEF OF POLICE	6/1/2024
TERRIE	ROBISON	HUMAN RESOURCES ASSISTANT	7/9/2024
THOMAS	DEGENHARDT	DIRECTOR PUBLIC WORKS-ENGINNERING	10/11/2024
TRAVIS	STUCKY	WATER SERVICE TECHNICIAN	5/24/2024
TYLER	HONEYCUTT	POLICE OFFICER	4/15/2024
VICKY	TECCE	FRONT DESK ATTENDANT	8/27/2024
WALLEY	BROWN	PART TIME CUSTODIAN	7/29/2024
WILLIAM	JAKUBEC	DIRECTOR INFORMATION TECHNOLOGY	12/9/2024

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: March 31, 2026

ITEM TYPE: Resolution

SUBMITTED BY: Bob Muenz

CONTRACT NUMBER: N/A

DEPARTMENT: Police

STRATEGIC PLAN PRIORITY: Community Safety

ITEM DESCRIPTION

Adopt a resolution approving a City Council Authorization Form for participation in grants with the Missouri Department of Transportation Highway Safety and Traffic Division.

BACKGROUND

Annually, the Blue Springs Police Department applies for grants to assist in funding for law enforcement activities. This includes the City's participation in the Missouri Highway Safety Programs and the Missouri Department of Transportation Highway Safety and Traffic Division grants. To complete the applications and submit grants, the city is to provide written authorization for the application on the City Council Authorization form. Once the applications are submitted, MODOT will review and provide information regarding the financial aspects. This form was previously approved in 2025 under Resolution No. 15-2025.

FINANCIAL IMPACT

INFORMATION	DETAIL
Contractor:	Missouri Department of Transportation Highway Safety and Traffic Division
Amount of Request/ Contract:	N/A
Amount Budgeted:	N/A
Budget Year:	FY 2025-26
Funding Source/Account #:	N/A
Account Balance:	N/A Date: 4/8/2026
Revenue to be Received:	TBD
Revenue Account No.	--

PROJECT TIMELINE

INFORMATION	DETAIL
Estimated Start Date	May 5, 2026
Estimated End Date	May 5, 2027
Years and Months Contract in effect	12 months
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 Authorization Form attached as Exhibit A.

REVIEWED BY

Requesting Director: Bob Muenz

Legal: Jennifer Baird

Administration: George Schmitz

City Administrator: Christine Cates

Budget: Lori Turner

RESOLUTION 34-2026

A RESOLUTION APPROVING A CITY COUNCIL AUTHORIZATION FORM FOR PARTICIPATION IN GRANTS FROM THE MISSOURI DEPARTMENT OF TRANSPORTATION HIGHWAY SAFETY TRAFFIC DIVISION

WHEREAS, the Police Department participates in grants for traffic enforcement funding; and

WHEREAS, the Missouri Department of Transportation Highway Safety Traffic Division requires signatures of members of the City Council on the Council Authorization Form for participation in the various grants; and

WHEREAS, staff recommends the Mayor and City Council execute the City Council Authorization form in order to apply for various grants.

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

Section 1. Authorize the City Council to approve and sign the City Council Authorization Form from the Missouri Department of Transportation Highway Safety Traffic Division attached hereto as Exhibit A.

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 4th day of May 2026.

CITY OF BLUE SPRINGS

_____

Chris Lievsay, Mayor

ATTEST:

_____

Erin Ford, City Clerk

EXHIBIT A

Highway Safety and Traffic Division
P.O. Box 270
Jefferson City, MO 65102
1-800-800-2358 or 573-751-4161

CITY COUNCIL AUTHORIZATION

On _____, 20___ the Council of _____

_____ held a meeting and discussed the City's participation in Missouri's Highway Safety Program.

It is agreed by the Council that the City of _____ will participate in Missouri's Highway Safety Program.

It is further agreed by the Council that the Chief of Police will investigate the financial assistance available under the Missouri Highway Safety Program for Traffic Enforcement and report back to the Council his/her recommendations. When funding through the Highway Safety Division is no longer available, the local government entity agrees to make a dedicated attempt to continue support for this traffic safety effort.

_____ Council Member

_____ Council Member

_____ Council Member

_____ Council Member

_____ Council Member

_____ Council Member

_____ Council Member

_____ Council Member

_____
Mayor

Council Meeting Date: May 4, 2026

Agenda Item #: 3d

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: April 22, 2026

ITEM TYPE: Other

SUBMITTED BY: Erin Ford

CONTRACT NUMBER: N/A

DEPARTMENT: Administration

STRATEGIC PLAN PRIORITY: Community Identity

ITEM DESCRIPTION

Pursuant to Blue Springs Home Rule Charter Section 4.4.C - Powers and Duties; Appointments: The Mayor, with the advice and consent of the majority of the Council, shall appoint all members of committees, boards, and commissions.

BACKGROUND

A list of Mayoral appointments to the City's boards and commissions is as follows:

Appearance Review Committee:

- Bob Frost: Chair, Term expires May 2027, Reappointment
- David Smith: Vice Chair, Term expires May 2027, Reappointment
- Bob Frost: Member, Term expires May 2029, Reappointment
- David Smith: Member, Term expires May 2029, Reappointment

Board of Adjustment:

- Erwin Gard: Member, Term expires May 2031, Reappointment

Economic Development Council

- Roy Boyd: Chair, Term expires May 2027, new appointment
- Becky Nace: Vice Chair, Term expires May 2027, new appointment
- Bryan Dennie: Member, Term expires May 2029, reappointment
- Roy Boyd: Member, Term expires May 2029, reappointment

Historic Preservation Commission

- Ryan Crider: Chair, Term expires May 2027, reappointment
- Amy Coale: Member, Term expires May 2029, reappointment
- Jennifer Ritschel Smith: Planning Commission Liaison, Term expires May 2027, reappointment

Park Commission:

- Tony Lopez: Chair, Term expires May 2027, reappointment
- Debbie Canfield: Vice Chair, Term expires May 2027, new appointment
- Debbie Canfield: Member, Term expires May 2029, reappointment
- Kyle Legg: Member, Term expires May 2029, reappointment

Planning Commission:

- Jennifer Ritschel Smith, Member, Term expires May 2030, reappointment
- Susan Stokenbury: Member, Term expires May 2030, reappointment
- Travis Graham: Member, Term expires May 2030, reappointment
- Jennifer Irey: Member, Term expires May 2030, new appointment

Public Art Commission:

- Ramon Magee: Chair, Term expires May 2027, reappointment
- Kathy Cornelius: Vice Chair, Term expires May 2027, reappointment
- Sarah Laub: Member, Term expires May 2029, reappointment
- Kathy Sweet: Member, Term expires May 2029, new appointment

Public Safety Citizens' Advisory Board

- Hayley Prins: Vice Chair, Term expires May 2027, new appointment
- Michael Kruger: Member, Term expires May 2028, reappointment
- Hayley Prins: Member, Term expires May 2028, reappointment

Solid Waste Management Commission

- David Mann: Chair, Term expires May 2027, reappointment
- Ann Leinn Gibson: Vice Chair, Term expires May 2027, reappointment
- David Mann: Member, Term expires May 2029, reappointment
- Conswelia McCourt: Member, Term expires May 2029, new appointment

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	May 4, 2026
Estimated End Date	Varies based on appointment term

STAFF RECOMMENDATION

N/A

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. N/A

REVIEWED BY

Requesting Director: Erin Ford

Legal: N/A

Administration: George Schmitz

City Administrator: Christine Cates

Budget: N/A

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: April 22, 2026

ITEM TYPE: Other

SUBMITTED BY: Erin Ford

CONTRACT NUMBER: N/A

DEPARTMENT: Administration

STRATEGIC PLAN PRIORITY: Community Identity

ITEM DESCRIPTION

Pursuant to Blue Springs Home Rule Charter Section 4.4.C – Powers and Duties; Appointments, the Mayor appoints all members of committees, boards, and commissions, with the advice and consent of the majority of the Council. The slate of 2026 Council representative and liaison appointments and reappointments are submitted to Council for approval.

BACKGROUND

The list of the Mayor's 2026 City Council appointments and reappointments to serve as representatives and liaisons for the City's Boards and Commissions effective May 4 are as follows:

Community Development Block Grant Advisory Committee:

- District 1 Councilmember Galen Ericson
- District 2 Councilmember Brian Markworth
- District 3 Councilmember Jeremy Rowan

Development Advisory Commission

- District 1 Councilmember Jerry Kaylor

Economic Development Council

- District 3 Councilmember Jeremy Rowan

Historic Preservation Commission

- District 1 Councilmember Jerry Kaylor

Park Commission:

- District 1 Councilmember Galen Ericson

Planning Commission:

- Mayor Pro Tem and District 2 Councilmember Katie Tholen

Public Art Commission:

- District 3 Councilmember Nick Brummel

Public Safety Citizens' Advisory Board

- District 2 Councilmember Brian Markworth

Solid Waste Management Commission

- District 1 Councilmember Galen Ericson

PROJECT TIMELINE

Estimated Start Date	May 4, 2026
Estimated End Date	May 1, 2027

STAFF RECOMMENDATION

N/A

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. N/A

REVIEWED BY

Requesting Director: Erin Ford

Legal: N/A

Administration: George Schmitz

City Administrator: Christine Cates

Budget: N/A

BLUE SPRINGS
MISSOURI

CITY COUNCIL

May 4, 2026

EXHIBITS FOR PUBLIC HEARING

LUXE TWO

REZONING AND PLANNED DEVELOPMENT CONCEPT PLAN

(RZ-01-26-9776 & PDC-01-26-9775)

EXHIBIT #1 City Council Information Form dated March 24, 2026 with the following attachments: Staff report with attachments: Affidavit of Publication in the Examiner on February 7, 2026; 185 ft Notification Map, Owners list of property owners within 185 ft of site; Copy of letter sent to said Property Owners; Title IV, Land Use Section-Blue Springs Code of Ordinance (by reference); 2014 Comprehensive Plan (by reference) and Bill approving Rezoning and the Planned Development Concept Plan

Council Meeting Date: March 4, 2026

Agenda Items #: 5 & 8

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: March 24, 2026

ITEM TYPE: Public Hearing / Ordinance

SUBMITTED BY: Shantele Frie

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, David A. Williams for the consideration to rezone from "GB/PUD/R-O" (General Business/Planned Unit Development/Restricted-Overlay) to "MF-18/PD" (High Density Multi-Family/Planned Development) (RZ-01-26-9776) for the 2.9 +/- acre Luxe Two development with a Planned Development Concept Plan (PDC-01-26-9775) located at 1500 NW North Ridge Drive. Upon conclusion of the public hearing a Bill rezoning Luxe Two and Planned Development Concept Plan will be ready for introduction and readings.

BACKGROUND

The applicant, David A. Williams, on behalf on behalf of the property owner, City of Blue Springs, is requesting approval of the Rezoning (RZ-01-26-9776) and a Planned Development (PD) Concept Plan (PDC-01-26-9775) for a 2.90 +/- acre parcel from "GB/PUD/R-O" (General Business/Planned Unit Development/Restricted-Overlay) to "MF-18/PD" (High Density Multi-Family/Planned Development) located at 1500 NW

North Ridge Drive. The proposed mixed-use development consisting of general business/retail/multi-family residential; a five (5) story building with the first floor of approximately 11,500 sq ft of retail space and tuck-under garages. The upper four (4) stories will have approximately seventy (70) residential units consisting of studios. One bedroom, two bedrooms, and three bedrooms apartments.

Per the 1996 Unified Development Code, Section 407.110, Planned Unit Development Regulations, is intended to reduce or eliminate the inflexibility that sometimes results from the strict application of zoning standards. The base zoning district standards and regulations shall control development with a PUC unless modifications are specifically approved as part of the PUD. The applicant is requesting the following modifications to the base zoning district regulations for the "MF-18/PD" (High Density Multi-Family/Planned Development) zoning district:

a. Requesting a building height allowance over the typical retail or multi-family allowable heights.

b. Request to continue Burdett Crossing which is currently a private drive with the setbacks shown on the plans.

c. Request to utilize 11 community parking stalls currently in the O'Reilly Auto Parts lot, and 25 community parking stalls in the Price Chopper parking lot. Both companies have agreed and a parking agreement will be required prior to the Final Plat approval.

d. A waiver to the following requirements is requested for the parking area fronting NW North Ridge Drive:

    1. 404.110.D.2 (MF-18 Zoning)- all parking shall be located at least twenty-five feet (25) feet from the street frontage.

2. 407.110.E- An 8-foot perimeter landscape buffer is required adjacent to the street based upon the number of parking spaces fronting.

e. The back-of-curb for the existing parking lot has a setback from the street right-of-way line of approximately 7.2 feet at the west end and approximately 7.5 feet at the east end. The proposed site will have a back-of-curb set-back of approximately 7.2 feet the full length of the parking lot. The location of the proposed curbline is almost identical to the existing curbline.

f. An existing retaining wall ranging from 2-feet in height to over 12-feet in height is located approximately 3-feet behind the right-of-way line in the landscape buffer area. A decorative fence is at the top of the wall. The existing landscape trees are located within the right-of-way, approximately 6 feet from the right-of-way line. There is approximately 3.5 feet between the back-of-curb and the fence available for additional landscaping.

On February 23, 2026, the Planning Commission held a public hearing where the Rezoning and Planned Development Concept Plan was recommended for approval with conditions.

This Project has been referred to by several names including MajorLux 2/MajorLux II/ Luxe Two/LuxTwo/Luxe II throughout the course of the development process.

FINANCIAL IMPACT

INFORMATION	DETAIL
Contractor:	N/A

PROJECT TIMELINE

INFORMATION	DETAIL
Estimated Start Date	April 7, 2026
Estimated End Date	December 31, 2027

STAFF RECOMMENDATION

Staff recommends approval of the Rezoning (RZ-01-26-9776). Staff recommend approval of the Planned Development Concept Plan (PDC-01-26-9775) with the following conditions:

1. Approval by the City Council based on the representations of any drawings presented as part of this application does not waive any requirements or development standard contained in the UDC unless modified under the Planned Development Concept Plan:

    a. Requesting a building height allowance over the typical retail or multi-family allowable heights.

    b. Request to continue Burdett Crossing which is currently a private drive with the setbacks shown on the plans.

    c. Request to utilize 11 community parking stalls currently in the O'Reilly Auto Parts lot, and 25 community parking stalls in the Price Chopper parking lot. Both companies have agreed and a parking agreement will be required prior to the Final Plat approval.

    d. A waiver to the following requirements is requested for the parking area fronting NW North Ridge Drive:

        1. 404.110.D.2 (MF-18 Zoning)- all parking shall be located at least

twenty-five feet (25) feet from the street frontage.

2. 407.110.E- An 8-foot perimeter landscape buffer is required adjacent to the street based upon the number of parking spaces fronting.

e. The back-of-curb for the existing parking lot has a setback from the street right-of-way line of approximately 7.2 feet at the west end and approximately 7.5 feet at the east end. The proposed site will have a back-of-curb set-back of approximately 7.2 feet the full length of the parking lot. The location of the proposed curbline is almost identical to the existing curbline.

f. An existing retaining wall ranging from 2-feet in height to over 12-feet in height is located approximately 3-feet behind the right-of-way line in the landscape buffer area. A decorative fence is at the top of the wall. The existing landscape trees are located within the right-of-way, approximately 6 feet from the right-of-way line. There is approximately 3.5 feet between the back-of-curb and the fence available for additional landscaping.

2. Prior to the approval of the Final PD Plan, the applicant shall verify that the existing detention facilities are functioning as designed and are capable of providing adequate stormwater control for the proposed development. Documentation shall include submission of a Final Storm water Management Report prepared by a professional engineer licensed in the State of Missouri, demonstrating that the existing detention system meets applicable City requirements and will adequately serve the development.

3. Prior to approval of the Final PD Plan, the applicant shall provide confirmation

from the Fire Department that all existing fire hydrants and any proposed private fire hydrants meet applicable fire protection standards, including location, spacing, and flow requirements. Any required modifications or additional hydrants identified by the Fire Department shall be incorporated into the Final PD Plan.

4. Prior to approval of the Final PD Plan, a release document shall be executed and recorded to remove the existing restricted building line as shown on the site plan. Following recording of the release, an Administrative Plat shall be submitted and approved to reflect the modification and establish the revised location of the restricted building line.

5. Final Building and site design must meet Residential Design Standards per UDC 407.080 unless otherwise modified through the PD Concept Plan.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning Commission

Date: February 23, 2026

Action: Recommended Rezoning: 8 Aye 0 No

Recommended Planned Development Concept Plan: 8 Aye 0 No

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Staff report with attachments: Affidavit of Publication in the Examiner on February 7, 2026; 185 ft Notification Map, Owners list of property owners within 185 ft of site; Copy of letter sent to said Property Owners; Title IV, Land Use Section-Blue Springs Code of Ordinance (by reference); 2014 Comprehensive Plan (by reference)
2. Bill approving Rezoning and the Planned Development Concept Plan.

REVIEWED BY

Requesting Director: Nic Hutchison

Legal: James Newell

Administration: George Schmitz

City Administrator: Christine Cates

Budget: N/A

PLANNING APPLICATION REVIEW STAFF REPORT

Project Information

Meeting Dates:

Planning Commission: February 23, 2026

City Council Date: April 6, 2026

Project Name: Luxe Two

Site Location: 1500 NW North Ridge Drive

Applicant: David A. Williams, Luxe Two, LLC

Property Owner: City of Blue Springs

Staff Planner: Shantele Frie, Planner III

Project Request:

RZ-01-26-9776- Rezoning from "GB/PUD/R-O" (General Business/Planned Unit Development/Restricted Overlay) to "MF-18/PD" (High Density Multi-Family/ Planned Development) located at 1500 NW North Ridge Drive.

PDC-01-26-9775-Planned Development Concept Plan for a mixed-use development consisting of general business/retail/multi-family residential on 2.9 +/- acres located at 1500 NW North Ridge Drive.

Project Description:

The applicant, David A. Williams, on behalf of the property owner, City of Blue Springs is requesting approval of the Rezoning (RZ-01-26-9776) an a Planned Development Concept Plan (PDC-01-26-9775) for a 2.9 +/- acres parcel from "GB/PUD/R-O" (General Business/ Planned Unit Development/Restricted Overlay) to "MF-18/PD" (High Density Mult-Family/Planned Development) located at 1500 NW North Ridge Drive. The proposed mixed-use development consisting of general business/retail/multi-family residential. A five (5) story building with the first floor of approximately 11,500 square feet of retail space and garages. The upper four (4) stories will have approximately seventy (70) residential units consisting of studios, one bedrooms, two bedrooms, and three bedroom apartments.

Staff Recommendation:

Staff recommends approval with conditions of the Rezoning and PD Concept Plan applications. Conditions are identified at the end of the staff report.

Previous Actions:

Date	Review Body	Action
10/5/1994	City Council	Approval of Final Plat of North Ridge, 1st Plat, Lots 1-5

Future Applications:

The Rezoning and PD Concept Plan will be reviewed concurrently. A PD Final Plan/Site Plan Design Review will be required approval prior to the issuance of building permits.

Adjacent Properties:

Direction	Current Zoning	Current Land Use(s)

North:	"MF-18/PD" (High Density Multi-Family/Planned Development)	Luxe One Apartments
South:	"GB" (General Business)	Grocery Store-Price Chopper's
East:	Right-of-Way/ "GB" (General Business)	Right-of-Way MO NW 7 HWY/Retail Country Club Center
West:	"SF-7/PUD" (Single-Family Residential/ Planned Unit Development)	North Ridge Villas

Rezoning Analysis

Existing Zoning:

"GB/PUD/R-O" (General Business/Planned Unit Development/ Restricted Overlay)

Existing Land Use:

Undeveloped

Proposed Zoning:

"MF-18/PD" (High Density Multi-Family/ Planned Development)

Proposed Land Use:

The proposed land use (Mixed-Use Development) is allowed in the proposed "MF-18/PD" (High Density Multi-Family/Planned Development) Zoning District

Comprehensive Plan:

According to the 2014 Comprehensive Plan, "the Future Land Use Policy Map reflects planned future land uses at the most generalized and city wide scale. The intent of the Future Land Use Policy Map is not to predetermine land uses or zoning on a specific parcel or at specific locations. Together with other elements of the Comprehensive Plan, the Future Land Use Policy Map should be used to guide the relationships and physical improvements needed to create the types of places that are part of Blue Springs long range vision.

According to the 2014 Comprehensive Plan, "*Specific Plans* are detailed, area-specific perspectives of the patterns and coordination of the built and natural environment, and how these details contribute to unique places in Blue Springs. These plans offer a more refined and location-specific application of the Policies, Goals, and Targets of the General Plan to a particular context."

The subject property is part of the N1 Area Specific Plan. The N1 Area Plan classified the subject property as "Mixed-Use – Retail Dominant" which is defined in the Comprehensive Plan as *areas with a concentrated mix of small-scale retail uses, and supporting service, office, and institutional uses that serves as the core of Neighborhood Centers or Distinct Destinations. These areas may include residential uses in formats that support the principal retail uses.*

The N1 Area's Development Concept Plan for Area B designates this property as a "Neighborhood Retail" area which is defined *as areas for business primarily engaged in selling merchandise to general consumers where the exchange occurs at the location and where lots or buildings are designed for interaction with customers on the premises. Uses are primarily small-scale to increase the concentration and diversity of uses accessible to nearby neighborhoods, although one or two anchor tenants may be incorporated into walkable patterns. Secondary service, employment, or residential uses may be incorporated, particularly on upper stories of buildings.*

Rezoning:

The intent of the "MF-18" zoning district is defined in Section 404.100, as follows: *The MF-18, High Density Multi-Family District accommodates high density multi-family development. This district is intended to allow for high-density residential living in buildings of four (4) or more stories as transitions to more intense development, services or amenities, and along major transportation routes.*

Section 404.110 references the land uses and building types permitted in the "MF-18" district, including detached houses, duplexes, rowhouses, and apartments. Additionally, Section 404.110 defines specific performance and design standards, which includes parking setbacks and consistent streetscape requirements.

The planned development process is a way to facilitate coordinated master planned development that meets or exceeds the intent of the UDC and the goals of the Comprehensive Plan through an integrated plan, process and flexible standards. A planned development application is a specific type of Zoning Map amendment (rezoning) and must meet all the procedures and requirements of that process, but it also accommodates specific master development plans.

Review Criteria

In reviewing any application for an amendment to the Official Zoning Map (zoning change / rezoning), the Planning Commission and City Council shall review the proposed amendment considering the Comprehensive Plan, the general requirements of the Unified Development Code, and the following considerations:

1. The application is in accordance with the Comprehensive Plan and any official plan or program developed under the guidance of the Comprehensive Plan, and in particular relationship of land uses within the proposed district and the relationship with uses existing or anticipated in surrounding districts.

    a. Staff finds the rezoning is in accordance with the 2014 Comprehensive Plan as it encourages adding an amenity with mixed use retail for Luxe Two and Lux One apartments. Also, although the Neighborhood Center typically includes commercial uses, the residential and amenities help support all other surrounding uses.

2. The application furthers the intent of the proposed zoning district and supports that of any abutting zoning districts.

a. Staff finds the "MF-18" zoning district is intended to allow high density residential living in four (4) or more stories to serve as a transitional buffer between more intense uses and less intense uses. Staff finds the proposal furthers the intent of the "MF-18" zoning district for the mixed-use development to act as a transitional zone.

3. The precedents that might result from approval or denial of the application, and the possible effects of such precedents on the character of the area, and in particular the building form, site design, and other development patterns and urban design aspects that accompany precedents for the proposed district.

    a. Staff does not find the proposed rezoning will impact the building or site development patterns in the area. Many of the adjacent properties are already developed.

4. Compliance of any proposed development with the requirements of the UDC.

    a. The requested rezoning allows the applicant to proceed with further application to build the proposed mixed-use mid-rise building. Based on the size of the site, setbacks, preliminary site plan, and other UDC requirements it appears that the proposed development will meet these requirements. However, a more thorough review of the site will be required through the Planned Development Final Plan.

5. The ability of the City or other government agencies to provide any services, facilities or programs that might be required if the application were approved.

    a. Staff finds the proposed rezoning will not create a situation where the cost to supply the necessary services, facilities, and/or programs cannot be

borne by the development. The property has access to public utilities and public streets built to City Standards.

6. The effect of approval on the condition or value of property in the City or in the vicinity, including the likelihood of surrounding areas to be developed in accordance with the Comprehensive Plan.

    a. Every development may increase the value of some of the properties but decrease the value of others. However, staff finds that the proposed development would have an overall positive impact by redeveloping a long-vacant property, which increases the property value. The development would also have impact on adjacent commercial development with the addition of 70 new households as potential customers. Through the PD Concept Plan, there is sufficient buffering adjacent to existing residential buffers to reduce the likelihood of any negative impacts of the proposed development.

7. The requested zoning change is justified by a change in conditions since the existing zoning was designated or by an error in the current designation.

    a. In 1976, the property was rezoned from "Agriculture" to "B-3" (Central Business), which later became the "GB" (General Business) zoning district. Since 1976, many of the surrounding uses have changed, including the construction of both adjacent residential and commercial uses. Today, this location has many services and amenities within walking distance to include, a grocery store, convenience store, bank, and pharmacy. The development with provide additional amenities with the retail space on the first floor.

8. The consistency of the application with other adopted policies of the City.

    a. Staff finds this proposal is consistent with other adopted City Policies.

9. The recommendations of professional staff.

    a. Staff recommends approval of this rezoning proposal.

PUD CONCEPT PLAN & ANALYSIS

A concept plan or general development plan is a conceptual or generalized development plan for the entire area included either under the rezoning area or a previously approved concept plan area that requires an amendment. The purpose of a concept plan or general development plan is to allow preliminary review of a proposed development plan before substantial technical work has been undertaken.

Planned Unit Development Regulations:

Per the 1996 Unified Development Code, Section 407.110, PUD regulations are intended to encourage innovative land planning and site design concepts that achieve a high level of environmental sensitivity, energy efficiency, aesthetics, high-quality development and other community goals by:

a. Reducing or eliminating inflexibility that sometimes results from strict application of zoning standards that were designed primarily for individual lots

b. Allowing greater freedom in selecting the means to provide access, light open space and design amenities

c. Promoting quality urban design and environmentally sensitive development by allowing development to take advantage of special site characteristics, locations, and land uses

d. A pattern of development that preserves trees, outstanding natural topography, geologic features, and prevents soil erosion

e. A creative approach to the use of land and related physical development

f. An efficient use of land resulting in smaller networks of utilities and streets, and thereby lower housing costs

g. An environment of stable character that is compatible with surrounding development; and

h. Enhancement of the quality of development in recognition of the level of public investments in the neighborhood.

Modifications Requested:

Per the 1996 Unified Development Code, Section 407.110, Planned Unit Development Regulations, is intended to reduce or eliminate the inflexibility that sometimes results from the strict application of zoning standards. The base zoning district standards and regulations shall control development with a PUD unless modifications are specifically approved as part of the PUD. The applicant is requesting the following modification to the base zoning district regulations for the "MF-18/PD" (High Density Multi-Family/Planned Development) zoning district (per the 1996 UDC):

a. Requesting a building height allowance over the typical retail or multi-family allowable heights.

b. Request to continue Burdett Crossing which is currently a private drive with the setbacks shown on the plans.

c. Request to utilize 11 community parking stalls currently in the O'Reilly Auto Parts lot, and 25 community parking stalls in the Price Chopper parking lot. Both companies have agreed to parking share agreements.

d. A waiver to the following requirements is requested for the parking area fronting NW North Ridge Drive:

    1. 404.110. D.2(MF-18 Zoning)- all parking shall be located at least twenty-five (25) feet from the street frontage.

    2. 407.010. E- an 8-foot perimeter landscape buffer is required adjacent to the street based upon the number of parking spaces fronting.

e. The back-of-curb for the existing parking lot has a setback from the street right-of-way line of approximately 7.2-feet at the west end and approximately 7.5-feet at the east end. The proposed site will have a back-of-curb set-back of approximately 7.2-feet the full length of the parking lot. The location of the proposed curb line is almost identical to the existing curbline.

f. An existing retaining wall ranging from 2-feet in height to over 12-feet in height is located approximately 3-feet behind the right-of-way line in the landscape buffer area. A decorative fence is at the top of the wall. The existing landscape trees are located within the right-of-way, approximately 6 feet from the right-of-way line. There is approximately 3.5 feet between the back-of-curb and the fence available for additional landscaping.

Land Use & Density:

The proposed mixed-use development consisting of general business/retail/multi-family residential. A five (5) story building with the first floor of approximately 11,500 square feet of retail space and garages. The upper four (4) stories will have approximately seventy (70) residential units consisting of studios, one bedroom, two bedrooms, and three bedroom apartments.

Building Typology:

The proposed development includes an apartment building typology characterized by a multi-family residential structure designed to accommodate multiple dwelling units accessed by a common lobby and internal hallways. Individual dwelling units do not have separate exterior entrances; instead, all units share a common primary entrance located at the building frontage, reinforcing a cohesive architectural presence and centralized access point.

The specific variation proposed is a Mid-Ride apartment building. This typology is generally characterized by a larger building footprint situated on a larger lot and ranges from three (3) to five (5) stories in height, with potential variations in height under special circumstances. Mid-rise apartment buildings are typically designed to accommodate approximately 24 to 120 dwelling units, depending on site configuration and design considerations. This form supports moderate residential density while maintaining compatibility with surrounding development patterns through appropriate scale, massing and site design.

Apartment Complex

Standard	Requirement	Proposed
Frontage Width	150 feet minimum	150 ft
Lot Area	0.5 acre to 2 acres	2.9 acres
Front Setback	20 feet minimum	+58 ft
Side & Corner Side Setback	20 feet minimum	+103 ft
Rear Setback	20 feet minimum	+109 ft
Building Coverage	70% of lot area maximum	16.5%
Building Height	60 feet maximum, 3 to 5 stories; except up to 10 stories may be approved	59.9 ft

	by a conditional use process	
Frontage Type	Terrace; courtyard; frontage plaza	Terrace
Unit Density/Site	24 to 120 units	70 units

*height measured at average height between eaves and ridge line of gabled or hipped roof.

Architectural Character:

The proposed building exhibits a contemporary mid-rise architectural style characterized by a balanced composition of brick and fiber cement or metal panel materials. The façade incorporates a strong masonry base at the ground level, anchoring the structure visually and providing a sense of permanence and pedestrian scale. Upper stories transition to a combination of vertically oriented panel systems and brick accents, creating depth and visual interest through changes in material texture and color.

The building massing is articulated through intentional step-backs, varied roofline heights, and vertical plane offsets that reduce the perceived bulk of the structure. Balconies are integrated along the upper floors, adding dimensional relief and activating the façade while supporting residential functionality. The primary entrance is clearly defined and emphasized through architectural detailing and vertical signage elements, reinforcing wayfinding and street presence.

Large storefront-style windows at the ground level enhance transparency and create an engaging pedestrian environment along the frontage. Overall, the architectural design incorporates contemporary materials, articulated massing, and cohesive detailing to provide a visually dynamic yet cohesive building form that contributes positively to the surrounding built environment.

Staff finds the conceptual building renderings meet the intent of Building Design Standards. However, the architectural plans and details must be finalized with the PD Final Plan.

Parking:

Vehicular parking is required and proposed as follows:

Land Use	Required	Provided
Residential	1 per Studio	1 per Studio @ 3 units= 3 spaces
Residential	1.5 per 1 Bedroom	1.5 per 1 Bedroom @ 48 units= 72 spaces
Residential	2 per 2 Bedroom/3 Bed-room	2 per 2 BR/3BR @ 19 units= 38 spaces
Retail	1 per 200-SF	1 per 200-SF @11,312 SF=57 Spaces
Total Parking	170 Spaces	170 spaces

Bike parking is required and proposed as follows:

Land Use	Required	Provided
Residential	1 per 8 units w/o garage	1 per 8 units w/o garage @62 units= 7 spaces pro-vided
Retail	10% of required vehicles spaces	10% of required vehicle spaces@ 57 spaces=6 spaces

Streets & Sidewalks:

Access and Circulation

Vehicular access to the site is provided by two existing driveways along Burdett Cross-ing. One access point connects to NW North Ridge Drive, and the second connects di-

rectly to Burdett Crossing. No additional access points are proposed as part of this development. The dual-access configuration provides adequate ingress and egress while maintaining controlled access to the site.

Pedestrian access will be accommodated by an ADA-compliant sidewalk located along the east side of the development, providing accessible connection to the building. Internal pedestrian circulation will be enhanced through the installation of clearly marked crosswalks within the parking lot to safely connect parking areas to the primary building entrance.

Pedestrian connectivity between the west and east portions of the site shall be further evaluated and incorporated prior to approval of the Final Planned Development (PD) Plan to ensure cohesive and safe pedestrian movement throughout the development.

Traffic:

The proposed development consists of a mixed-use residential and retail facility with associated off-street parking. Vehicular access to the site is provided via two driveways along Burdett Crossing. One access point connects to NW North Ridge Drive, and the second access point connects directly to Burdett Crossing. This dual-access configuration supports internal circulation, distributes traffic flow, and provides adequate ingress and egress for residents, customers, and service vehicles.

A Traffic Impact Study was conducted to evaluate anticipated trip generation and potential impacts to the surrounding roadway network. The study concluded that the development will result in minor increases in vehicle trips consistent with mixed-use residential and retail activity. Based on the findings, the projected traffic volumes can be accommodated by the existing roadway infrastructure, and no off-site roadway improvements are required at this time.

Stormwater:

A final stormwater management plan will need to be prepared by a professional engineer registered in the State of Missouri and submitted to Public Works for review. Stormwater detention and stormwater quality requirements shall be met with this development project. The city requires adherence to APWA 5600 for Detention and Water Quality. Designs procedures for each water quality BMP are included in the MARC BMP Manual. Overland flow and detention areas shall be contained within a drainage easement.

Sanitary Sewer:

The existing sanitary sewer system has sufficient capacity to accommodate the projected flows generated by the proposed development. The developer will be responsible for extending sanitary sewer service within the property to adequately serve the site. A licensed engineer or surveyor shall verify that the existing sewer invert elevations allow for proper gravity service to the development. The nearest sanitary sewer line is located along the east side of the property. Public water service is available from water lines located to the north of the site.

Signage:

Signage is not depicted on the submitted plans. Should monument signage be proposed at a later date, it will be subject to the administrative sign permitting process. If the proposed signage does not comply with the Sign Code requirements, the applicant may submit a request for a Master/Alternative Sign Plan for review and approval

Frontage & Landscaping:

With parking located between the building and street, staff believes that the *Buffer Edge* is the most appropriate Frontage Type for the proposed development to mitigate the potential impacts of the parking lot. The Buffer Edge frontage requires the following:

- Continuous Buffer – May be a combination of evergreen, hedge, and/or berm; and
- One (1) ornamental shade tree per 40 linear feet of frontage or one (1) large shade tree per 75 linear feet of frontage.

Landscape Area	**Required Units / PUs (plant units)**
Buffer Type B 15 ft wide: 45 PU/100 Ft *7 ft width provided not 15 ft	177.75 plant units required 250 plant units proposed
Buffer Type C 25 ft wide: 60 PU/100 ft	193.80 plant units required 196 plant units proposed

*25 ft width provided	
Street Trees (NW North Ridge Dr)	1@75 Linear feet required=5.27 trees 1@75 Linear Feet proposed= 9 trees
Parking Screening NW North Ridge Drive	3 ft tall shrub hedge proposed

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

Open Space:

Since this property is smaller than five (5) acres, it is not required to provide fifteen (15) percent of open space systems as required by *UDC Section 405.030*.

However, *UDC Section 404.110* requires that properties smaller than five (5) acres must either have access to an existing open space or provide at least ten (10) percent of the property as Active Open Space. This development has access to all the open space amenities which were part of Lux One Development to the north.

All required open space amenities must be installed prior to occupancy of the building. Additional open space details will be reviewed through the PD Final Plan/Site Plan Design Review process.

Preservation:

The 2.9+/- acre property is currently undeveloped and consists of existing brush, shrubbery, and trees.

Phasing:

As a single-property development, the project will be in one (1) phase.

Review Criteria

A Planned Development Concept Plan shall be reviewed according to the following criteria:

1. The proposed PD District is compatible with present development in the area, and will not have a significant, adverse effect on the surrounding area.

    a. The proposed Planned Development (PD) District is compatible with the existing development pattern in the surrounding area in terms of land use, scale, and overall design character. The mix of residential and retail components is consistent with nearby development and supports the established character of the corridor. The site layout, building placement, access configuration, and pedestrian enhancements have been designed to integrate with adjacent properties and the existing roadway network. Based on the proposed design and anticipated impacts, the development is not expected to create significant adverse effects on surrounding properties or infrastructure.

2. The proposed PD District is consistent with the public health, safety and welfare, as well as efficiency and economy in the use of land and its resources.

    a. The proposed Planned Development (PD) District is consistent with the public health, safety, and welfare by providing a thoughtfully designed mixed-use environment that incorporates safe vehicular access, ADA-compliant pedestrian facilities, and coordinated utility infrastructure. The development has been evaluated for traffic, stormwater management, fire

protection, and utility capacity to ensure compliance with applicable standards and to minimize impacts on surrounding properties.

Additionally, the project promotes efficiency and economy in the use of land and public resources by utilizing existing roadway infrastructure, available utility services, and previously developed areas. The coordinated site design and integration of residential and retail uses support balanced growth while making effective use of land and infrastructure investments.

3. The proposed PD District is consistent with the overall direction, intent and policies of the City's Comprehensive Plan.

    a. The proposed Planned Development (PD) District is consistent with the overall direction, intent, and policies of the City's Comprehensive Plan. The development supports the Plan's goals for balanced growth by integrating residential and retail uses in a cohesive, walkable environment. The site design promotes connectivity, efficient use of existing infrastructure, and thoughtful land use patterns that align with the long-term vision for the area.

    Additionally, the project advances Comprehensive Plan objectives related to economic vitality, housing diversity, and strategic infill development. By utilizing existing roadway and utility systems and incorporating pedestrian improvements, the proposed PD contributes to sustainable growth and reinforces the City's policy framework for orderly and coordinated development.

4. The proposed PD District provides for a creative and innovative design which could not otherwise be achieved under the zoning regulations for the districts listed in Chapter 404.

    a. The proposed Planned Development (PD) District provides a creative and integrated design solution that would be difficult to achieve under the conventional zoning regulations set forth in Chapter 404. The PD framework allows for flexibility in site layout, building placement, and the coordinated mix of residential and retail uses in a manner that promotes cohesive design and improved pedestrian connectivity.

    Through the use of the PD process, the development incorporates innovative site planning techniques, shared access, and enhanced architectural design elements that respond to site constraints and surrounding development patterns. This flexibility allows the project to achieve a higher level of design quality and functional integration than would typically be possible under standard district regulations, while still maintaining compatibility with adjacent properties and compliance with applicable development standards.

5. The exceptions from the zoning regulations requested in the proposed PD are warranted by virtue of innovative design and amenities incorporated in the PD District.

    a. The exceptions from the underlying zoning regulations requested as part of the proposed Planned Development (PD) are warranted due to the innovative design approach and enhanced amenities incorporated into the

overall development. The PD framework allows for coordinated site planning, integrated mixed-use components, enhanced architectural character, and improved pedestrian circulation that collectively elevate the quality of the project beyond what would typically be achieved under standard zoning provisions.

The requested deviations are limited in scope and are balanced by thoughtful design features, internal connectivity, ADA-compliant pedestrian facilities, defined access points, and architectural enhancements that contribute positively to the site and surrounding area. As a result, the exceptions are justified and do not compromise the intent of the Unified Development Code, but instead support a cohesive, high-quality development consistent with the City's planning objectives.

6. The PD District reflects generally accepted and sound planning and urban design principles with respect to applying the Comprehensive Plan and any specific plans to the area.

    a. The proposed Planned Development (PD) District reflects generally accepted and sound planning and urban design principles in its application of the Comprehensive Plan and policies applicable to the area. The development integrates complementary land uses, provides coordinated access and circulation, and incorporates pedestrian connectivity to support a functional and walkable environment.

    The site layout demonstrates thoughtful building placement, defined access points, internal crosswalk markings, and ADA-compliant pedestrian

facilities, promoting safety and usability for residents and visitors. The project also utilizes existing infrastructure and services efficiently, supports orderly growth, and aligns with the City's long-range vision for balanced and sustainable development. Overall, the PD District advances the intent of the Comprehensive Plan while maintaining compatibility with surrounding properties and the established development pattern.

7. The request for a PD District meets all of the review criteria for a Zoning Map amendment.

    a. The request for a Planned Development (PD) District meets the applicable review criteria for a Zoning Map amendment. The proposed zoning is consistent with the Comprehensive Plan and supports the City's long-term land use vision for the area. The development is compatible with surrounding land uses and will not create adverse impacts to adjacent properties or public infrastructure.

    Additionally, the site is served by adequate utilities, roadway access, and public services, and the proposed design has been evaluated for traffic, stormwater, fire protection, and utility capacity. The PD framework provides a coordinated and cohesive development plan that ensures high-quality site design while maintaining compliance with applicable standards. Based on these factors, the request satisfies the required findings for approval of a Zoning Map amendment.

Approval of a Concept Plan shall constitute acceptance of the overall planning concepts and development parameters. An approved Concept Plan, including the Planned Development Standards, shall be attached and included with the Ordinance establishing the PD District and shall remain in place as long as the PD zoning remains on the property.

Staff Recommendation:

Staff recommends approval of the of the PD Concept Plan application with the following conditions:

1. Approval by the City Council based on the representations of any drawings presented as part of this application does not waive any requirements or development standard contained in the UDC unless modified under the Planned Development Concept Plan:

    a. Requesting a building height allowance over the typical retail or multi-family allowable heights.

    b. Request to continue Burdett Crossing which is currently a private drive with the setbacks shown on the plans.

    c. Request to utilize 11 community parking stalls currently in the O'Reilly Auto Parts lot, and 25 community parking stalls in the Price Chopper parking lot. Both companies have agreed to parking share agreements.

    d. A waiver to the following requirements is requested for the parking area fronting NW North Ridge Drive:

        1. 404.110. D.2(MF-18 Zoning)- all parking shall be located at least twenty-five (25) feet from the street frontage.

2. 407.010. E- an 8-foot perimeter landscape buffer is required adjacent to the street based upon the number of parking spaces fronting.

e. The back-of-curb for the existing parking lot has a setback from the street right-of-way line of approximately 7.2-feet at the west end and approximately 7.5-feet at the east end. The proposed site will have a back-of-curb set-back of approximately 7.2-feet the full length of the parking lot. The location of the proposed curb line is almost identical to the existing curbline.

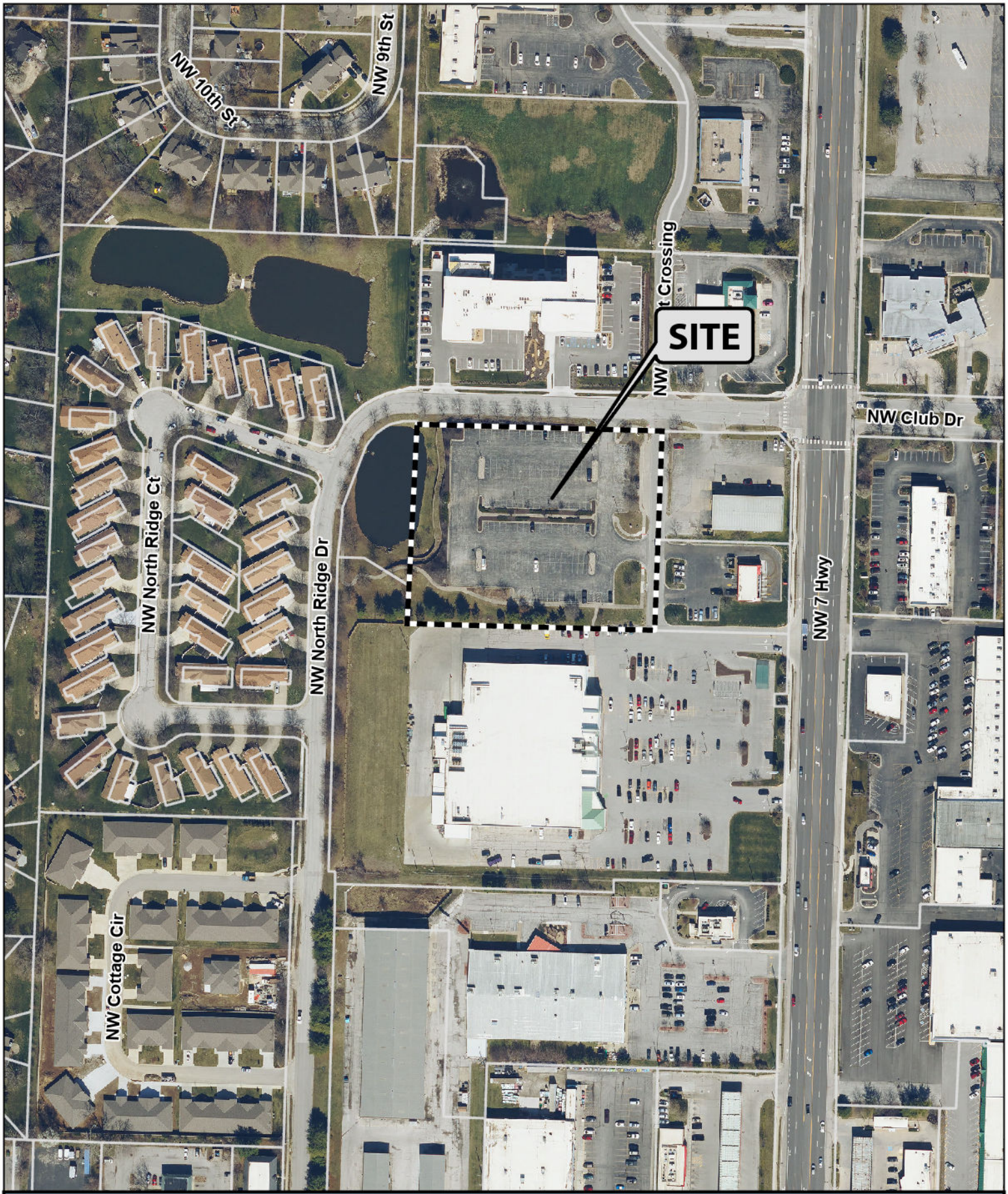
f. An existing retaining wall ranging from 2-feet in height to over 12-feet in height is located approximately 3-feet behind the right-of-way line in the landscape buffer area. A decorative fence is at the top of the wall. The existing landscape trees are located within the right-of-way, approximately 6 feet from the right-of-way line. There is approximately 3.5 feet between the back-of-curb and the fence available for additional landscaping.

2. Prior to the approval of the Final PD Plan, the applicant shall verify that the existing detention facilities are functioning as designed and are capable of providing adequate stormwater control for the proposed development. Documentation shall include submission of a Final Storm water Management Report prepared by a professional engineer licensed in the State of Missouri, demonstrating that the existing detention system meets applicable City requirements and will adequately serve the development.

3. Prior to approval of the Final PD Plan, the applicant shall provide confirmation from the Fire Department that all existing fire hydrants and any proposed private fire hydrants meet applicable fire protection standards, including location, spacing, and flow requirements. Any required modifications or additional hydrants identified by the Fire Department shall be incorporated into the Final PD Plan.

4. Prior to approval of the Final PD Plan, a release document shall be executed and recorded to remove the existing restricted building line as shown on the site plan. Following recording of the release, an Administrative Plat shall be submitted and approved to reflect the modification and establish the revised location of the restricted building line.

5. Final Building and site design must meet Residential Design Standards per UDC 407.080 unless otherwise modified through the PD Concept Plan



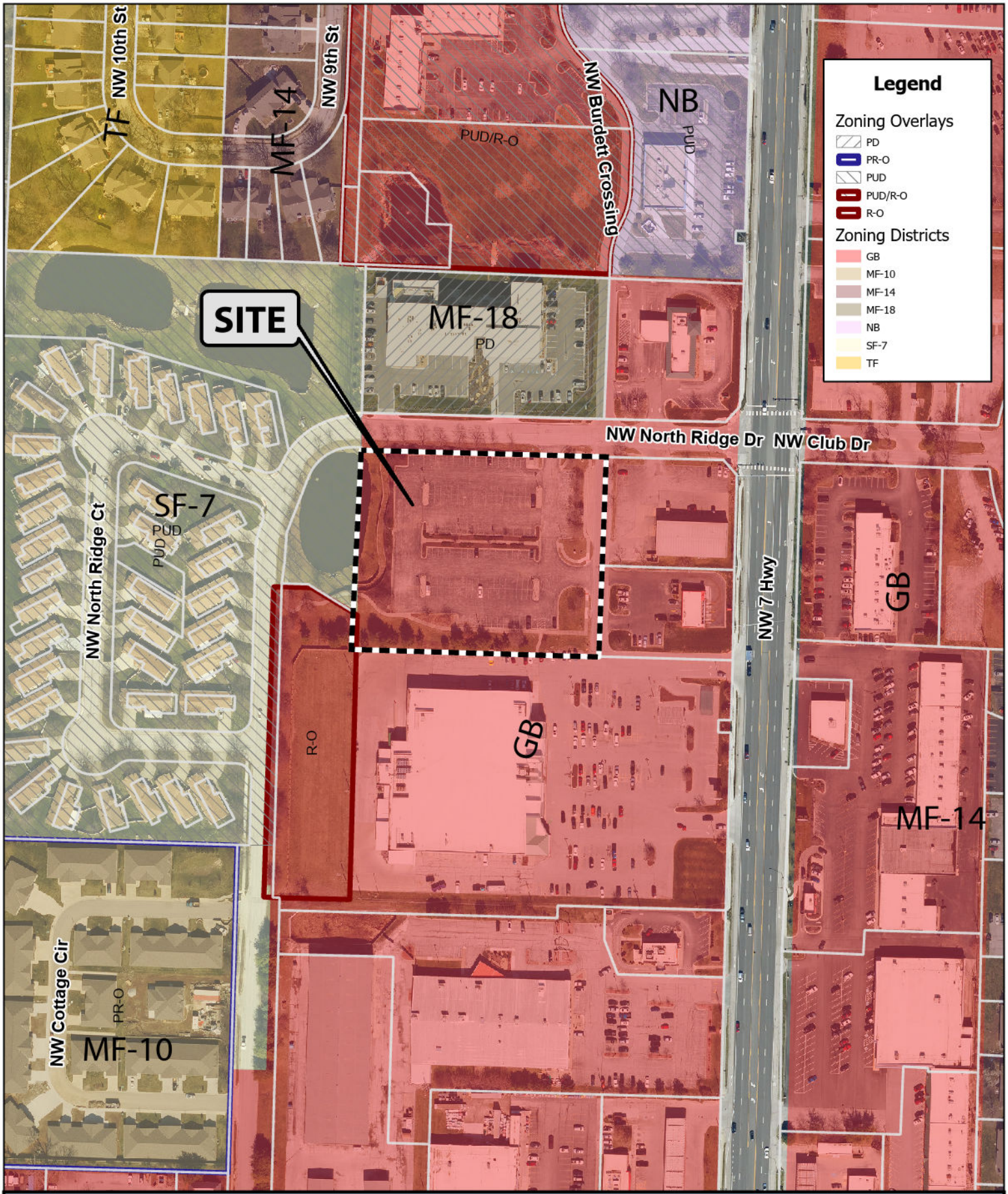
BLUE SPRINGS
MISSOURI

RZ-01-26-9776 / PDC-01-26-9775
LUXE TWO
AERIAL LOCATION MAP

N

1" = 200'

Date: 02/03/26



BLUE SPRINGS MISSOURI

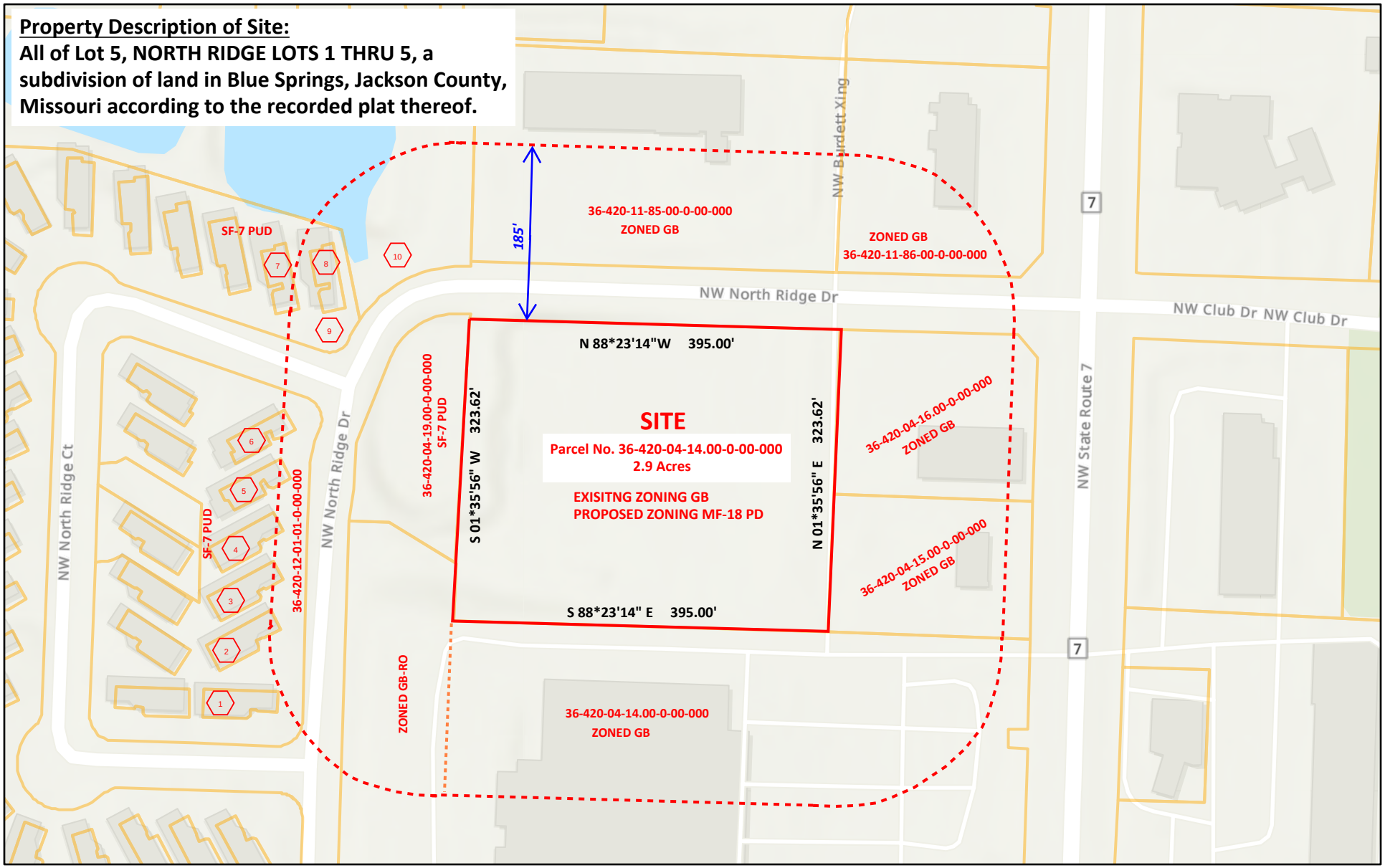
RZ-01-26-9776 / PDC-01-26-9775
LUXE TWO
SITE LOCATION AND ZONING MAP

N

1" = 200'

Date: 02/03/26

Rezoning Map



1/9/2026

Tax Parcels

County Boundary

1. 36-420-12-18-00-0-00-000
2. 36-420-12-17-00-0-00-000
3. 36-420-12-16-00-0-00-000
4. 36-420-12-15-00-0-00-000
5. 36-420-12-14-00-0-00-000
6. 36-420-12-02-00-0-00-000
7. 36-420-11-20-00-0-00-000
8. 36-420-11-19-00-0-00-000
9. 36-420-11-18-00-0-00-000
10. 36-420-11-17-00-0-00-000

1:2,248

0 0.01 0.03 0.05 mi

0 0.02 0.04 0.09 km

Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland,

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02/17/2026 9:41:20 AM

PD General Development Plan Written Narrative (Lux Two Mixed Use Project)

The proposed building is a mixed-use development consisting of general business, retail, restaurants, and multi-family residential units. The building will be a 5-story building with a first floor of approximately 11,500 SF of retail along with the multi-family lobby and tenant parking garages. The upper 4-stories will have 70 residential units consisting of studio (3), one-bedroom (48), two-bedroom (16), and three-bedroom (3) apartments.

The goal is to start construction by March 1, 2026, and be complete by the end of March in 2027.

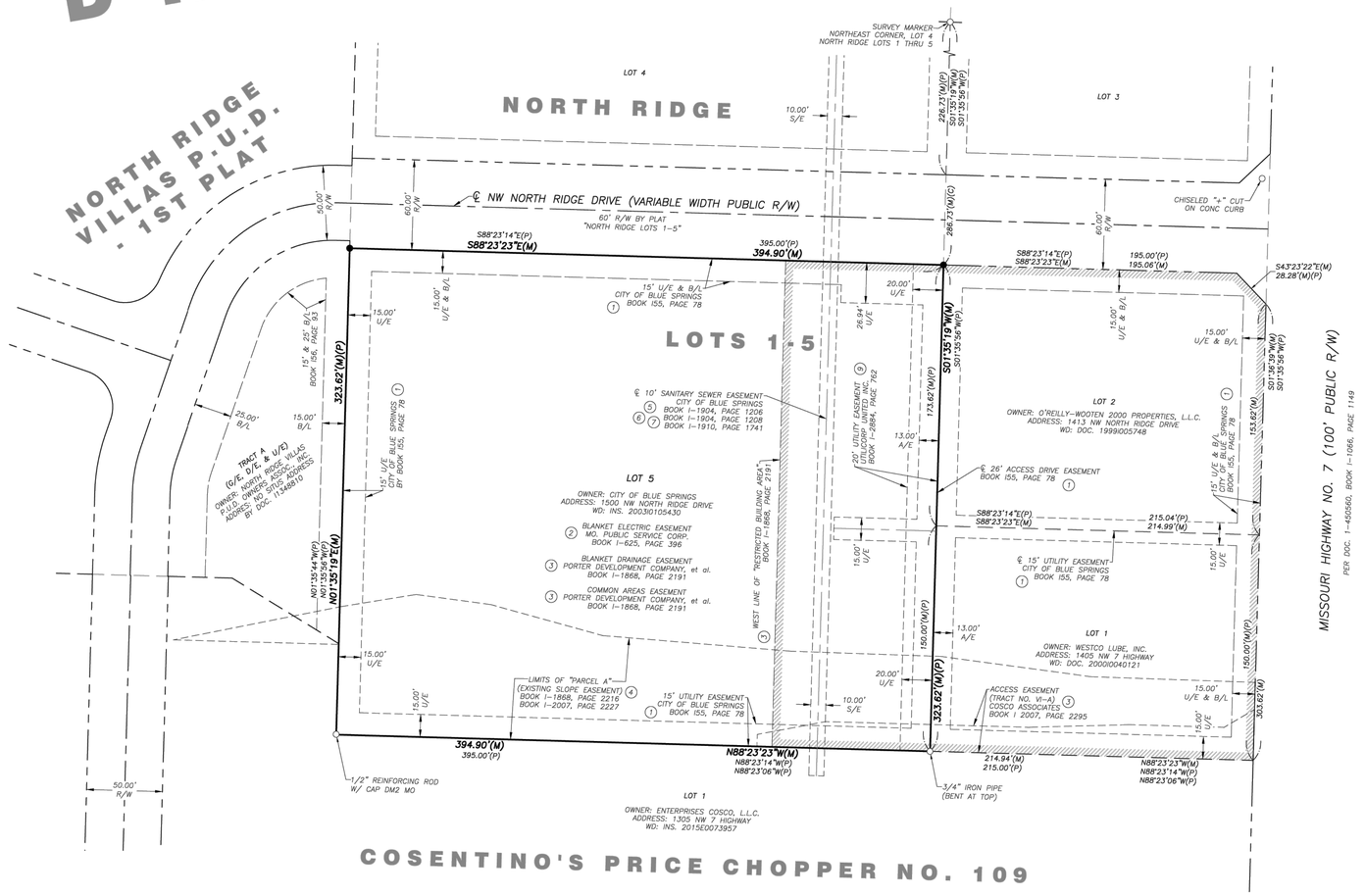
Lux Two ownership feels this project will have a positive impact along north 7 highway. Added retail and restaurants will create more synergy with the existing commercial areas. One goal would be the modernization of this portion of town. Lux Two ownership also feels like an additional multi-family apartment adjacent to the current MajorLux apartments is a perfect pair along Northridge Drive and meets the intent of the comprehensive plan.

Lux Two is requesting the zoning change to PD to allow both Retail and Multi-family residential. We are also requesting a building height allowance over the typical retail or multi-family allowable heights. We are also requesting to continue Burdett Crossing which is currently a private drive with the setbacks as shown per our plans. An additional request is to utilize 11 community parking stalls currently in the O'Reilly Auto Parts lot, and 25 community parking stalls in the Price Chopper parking lot. Both companies have agreed to these community stalls. This allows Lux Two to maintain additional green space for our project and reduce additional paving when both O'Reilly and Price Chopper have them available.

Received
01/13/2026 10:46:00 AM

DRAFT

ALTA / NSPS LAND TITLE SURVEY
LOT 5, NORTH RIDGE LOTS 1-5
A SUBDIVISION IN THE CITY OF BLUE SPRINGS
JACKSON COUNTY, MISSOURI



LEGEND

●	Set Survey Monument (1/2" Reinforcing Rod w/cap: KS CLS 175, unless otherwise noted)	℄	Center Line
○	Found Survey Monument	R/W	Right-of-Way
(M)	Measured	B/L	Building Setback Line
(P)	Platted	A/E	Access Drive Easement
(C)	Calculated	G/E	Grading Easement
-|-	Not To Scale	U/E	Utility Easement
	Hatching Denotes Limits of "Restricted Building Area"	D/E	Drainage Easement
(XX)	Identifier for Schedule B Exception Note	S/E	Sanitary Sewer Easement
		DOC.	Document Number
		INS.	Instrument Number
		WD	Warranty Deed

GRAPHIC SCALE
40 0 40
1 inch = 40 feet

GENERAL NOTES

1. Basis of Bearings: South 01° 35' 19" West on the East line of Lot 5 as shown on the recorded plat of NORTH RIDGE LOTS 1 - 5.
2. This survey is based on field work completed on or before the date shown in the title block or the following plat and survey:
   - The plat of "NORTH RIDGE LOTS 1-5" recorded October 27, 1994, and filed as instrument number I1309376 in Book I55, Page 78.
   - The plat of "NORTH RIDGE VILLAS, P.U.D. - 1ST PLAT" recorded June 13, 1995, and filed instrument number I1348862 in Book I56, Page 93.
   -The plat of "COSENTINO'S PRICE CHOPPER NO. 109" recorded March 17, 2015, and filed as instrument number 2105E0021839 in Book I56, Page 93.
   - An ALTA/NSPS Land Title Survey, performed by this firm under the supervision of Joseph H. McLaughlin, dated September 27, 2021, as project number 028770.
3. This Tract contains 127,796 square feet or 2.9338 acres.
4. Accuracy standard of this survey: Type Urban.

ALTA / NSPS TABLE A OPTION NOTES

Table A items not addressed below are addressed on either the map or within other headings hereon.

16. Evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork. *There was no evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork for this survey.*

SURVEYOR'S CERTIFICATION

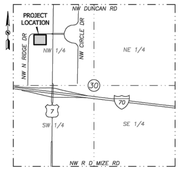
To _____
_____
_____:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 5, 8, 9, 13, & 16 of Table A thereof. The fieldwork was completed on October 30, 2025.

Date of Plat or Map: November 21, 2025

See Title Block for date, seal and signature.

BHC, MO CLS 2006009875-F
Joseph H. McLaughlin, PLS - 2012018392



SECTION MAP
SECTION 30-T49N-R30W
(NOT TO SCALE)

OWNERSHIP AND ENCUMBRANCE CERTIFICATE

Certificate Number: SKC0085473C
Effective Date: November 3, 2025 at 8:00 A.M.

Secured Title of Kansas City
1465 NE Douglas Street
Lee's Summit, MO 64086
Phone: (816) 471-1560

CERTIFICATE DESCRIPTION (WD: INS. 2003I0105430)

Lot 5, NORTH RIDGE LOTS 1-5, a subdivision in Blue Springs, Jackson County, Missouri, according to the recorded plat thereof.

SURVEYOR'S NOTES

1. This surveyor has made no search at the county Register of Deeds office or searched court documents for easements, vacations, Right-of-Way acquisitions, condemnations, court decrees or encumbrances that may affect this property. The aforementioned items shown hereon are based entirely upon the ownership and encumbrance report cited above. If any other easements, vacations, Right-of-Way acquisitions, condemnations, court decrees or encumbrances affect this property their existence is unknown to this surveyor and are therefore not shown. This surveyor takes no liability further than what is disclaimed in said report.

NOTES CORRESPONDING TO SCHEDULE B EXCEPTIONS

The Ownership and Encumbrance Certificate cited above does not contain a numbered list for the notes corresponding to Schedule B Exceptions. The numbers listed below were established by this firm to facilitate references to said exceptions for this survey.

(1) Easements, restrictions, reservations and building set-back lines which are shown on the recorded plat, recorded in Book 55, Page 78. Correction Affidavit filed in Book I2726 at Page 150.

This item refers to the plat "NORTH RIDGE LOTS 1-5" :

General Utility Easement:
- *This item establishes a 15 feet wide utility easement adjoining the North, South, and West property lines of the subject property and is annotated hereon.*
- *This item establishes a 15 feet wide utility easement that lies within the East line of the subject property and is annotated hereon.*
- *This item establishes a 26.94' wide utility easement that lies within the North line of the subject property and is annotated hereon.*

Access Easement: This item establishes a 13 feet wide access drive easement that adjoins the East line of the subject property and is annotated hereon.

Building Setback lines: This item establishes a 15 feet wide building setback line that adjoins the North line of the subject property and is annotated hereon.

This item establishes an area of "Limits of No Access", but it does not adjoin, cross, or lie within the subject property and is not annotated hereon. This item does not list any additional restrictions or reservations.

(2) Agreement Easement granted to Missouri Public Service Corp., a Missouri corporation as more fully set forth in the instrument recorded 05/19/1937 as Document No. 193710383698 in Book I625 at Page 396. *This item establishes an electric easement blanket in nature, encompassing the entire subject property (and other property), and is annotated hereon. The easement agreement referenced by this item reserves "the right to keep and maintain 1 pole with span guy and anchor [...]" within an area of "20 acres" , but does not specify where the infrastructure is located within the easement.*

(3) Terms, provisions, conditions, covenants, restrictions, easements, charges, assessments and liens set forth in declaration of restrictions, including all exhibits attached thereto, recorded 12/02/1988 as Document No. 198810085077 in Book I1868 at Page 2191 . As affected by Modification of Agreement for Easements, Covenants and Restrictions recorded 03/29/1990 as Document No. 199010968237 in Book I2007 at Page 2295 and Second Modification recorded 12/27/1995 as Document No. 1995I1390940 in Book I2781 at Page 1220. *This item establishes a blanket drainage easement encompassing the entire subject property (and other property) and is annotated hereon. This item establishes a perpetual easement for roadways, walkways, vehicular and pedestrian ingress and egress, parking of motor vehicles, and loading and unloading of commercial and other vehicles across improvements as installed on the subject property and designed therein as "Common Areas", and establishes that maintenance of said Common Areas is the responsibility of the respective land owner. This item establishes the right for the Southerly adjoining property to access and maintain improvements as installed across and within the South line of the subject property, said area designated therein as Tract No. VI-A. These easements are annotated hereon. Additionally, this item establishes a "Restricted Building Area" which encompasses the Easterly portion of the subject property and is annotated hereon.*

(4) Continuing Agreement, which among other things, contains a covenant to not compete, as more fully set forth in the instrument recorded 12/02/1988 as Document No. 198810885078 in Book I1868 at Page 2216. As affected by Modification of Continuing Agreement recorded 03/29/1990 as Document No. 199010968236 in Book I2007 at Page 2273. *This item contains a legal description and a graphical depiction of a tract of land referenced therein as "PARCEL A" which lies within and adjoins the South line of the subject property and is annotated hereon. Said "PARCEL A" is also shown on the plat "NORTH RIDGE LOTS 1-5", but is labeled therein as an existing slope easement. This surveyor could not locate documentation for establishing "PARCEL A" as an existing slope easement.*

(5) Grant of Permanent Sanitary Sewer Easement granted to City of Blue Springs, a municipal corporation as more fully set forth in the instrument recorded 04/10/1989 as Document No. 198910906666 in Book I1904 at Page 1206. *This 10 feet wide sanitary sewer easement lies within the subject property, crossing its North and South lines and is shown hereon.*

(6) Grant of a Permanent Sanitary Sewer Easement granted to City of Blue Springs, a municipal corporation as more fully set forth in the instrument recorded 04/10/1989 as Document No. 198910906667 in Book I1904 at Page 1208. *This 10 feet wide sanitary sewer easement lies within the subject property, crossing its North and South lines and is shown hereon.*

(7) Grant of a Permanent Sanitary Sewer Easement granted to City of Blue Springs, a municipal corporation as more fully set forth in the instrument recorded 05/01/1989 as Document No. 198910909955 in Book I1910 at Page 1741. *This 10 feet wide sanitary sewer easement lies within the subject property, crossing its North and South lines and is shown hereon.*

(8) Joint Utility Easement granted to Southwestern Bell Telephone Company as more fully set forth in the instrument recorded as Document No. 199311209045 in Book I2435 at Page 1696. *This 15 feet wide joint utility easement does not adjoin, cross, or lie within the subject property and is not annotated hereon.*

(9) Electric and Gas Line Easement to UtiliCorp United Inc recorded in Book I2884 at Page 762. *This 20 feet wide Electric and Gas line easement adjoins and lies within the East line of the subject property and is annotated hereon. This easement is labeled hereon as a utility easement (U/E).*

(10) Memorandum of Lease with Easements recorded as Document No. 2020E0101748. *Exhibit A of this document references the access easements established by plat "NORTH RIDGE LOTS 1-5" . See Item 1 above of these Notes Corresponding to Schedule B Exceptions for further details. Additionally, Exhibit A contains reference to the non-exclusive easements across "Common Areas" as established by the Agreement For Easements, Covenants and Restrictions described prior in these Notes Corresponding to Schedule B Exceptions. See Item 3 above for further details.*

Rev.	Date	Description	Drawn	Checked

STATE OF MISSOURI JOSEPH H. MCLAUGHLIN NUMBER LS-2012018392 PROFESSIONAL LAND SURVEYOR

CLS 2006009875-F
joe.mclaug@finklebhc.com

BHC, Inc.
712 State Avenue, Kansas City, KS 66101
Phone: (913) 371-5300

Client:
FINKLE + WILLIAMS ARCHITECTURE
8787 RENNER BLVD, SUITE 100
LENEXA, KS 66219

Project:
ALTA / NSPS LAND TITLE SURVEY
LOT 5, NORTH RIDGE LOTS 1-5
BLUE SPRINGS, JACKSON COUNTY, MISSOURI, 64014

Project No:	028770
Field Crew:	ME, CB, KH
Field Date:	2025-10-30
Drawn By:	JMC
Issue Date:	2025-11-21

Sheet: 1 OF 2

LUX TWO

1500 NW North Ridge Dr.
Blue Springs, MO 64015

Project No.: 24042
Date: 02.16.2026
Issued For: Concept Plan & General Development Plan

REVISIONS

No.	Date	Description

REGISTRATION

PROJECT TEAM

ARCHITECT	FINKLE+WILLIAMS ARCHITECTURE
CIVIL	BHC
LANDSCAPE	BHC
STRUCTURAL	Bob D. Campbell & CO
PLUMBING	Latimer Sommers & Associates P.A.
MECHANICAL	Latimer Sommers & Associates P.A.
ELECTRICAL	Latimer Sommers & Associates P.A.
FIRE PROTECTION	Latimer Sommers & Associates P.A.
CONTRACTOR	Haren Companies

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SHEET TITLE
ALTA SURVEY (Draft)

SHEET NUMBER
V1.0

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ALTA / NSPS LAND TITLE SURVEY
LOT 5, NORTH RIDGE LOTS 1-5
A SUBDIVISION IN THE CITY OF BLUE SPRINGS
JACKSON COUNTY, MISSOURI

DRAFT

GENERAL NOTES
1. Contours are shown at 1 foot intervals, were derived from a ground survey by this firm, and are based on NAVD88 datum.

UTILITY NOTES
1. A utility locate request was generated through Missouri One-Call under ticket no. 252821735 on October 9, 2025 for this survey. The underground utilities shown hereon are as located along the markings created by this request. They are representational only and are in no way intended to show their exact location, nor is this information to be construed as a complete inventory of all utilities at this location. The exact location of underground features cannot be accurately, completely and reliably depicted *without excavation*. Where additional or more detailed information is required, client is advised that excavation may be necessary. It is the excavator's responsibility to have any utilities marked before digging.

FLOOD STATEMENT
This property appears (see Note 1 below) to lie within Flood Zone "X" (Areas determined to be outside the 0.2% annual chance floodplain) OR Flood Zone "D" (Areas in which flood hazards are undetermined, but possible), as shown on the Jackson County, Missouri and Incorporated Areas Flood Insurance Rate Map (F.I.R.M.).

Map Number: 29095C0317G
Panel No: 317 of 625
Map Revised Date: January 20, 2017

NOTE 1: No labels at all are shown on the revised map for any areas outside special flood zones. The legend appears to indicate that unlabeled areas are "Other Areas" under which two zone designations, X and D, are listed.

NOTE 2: This statement is provided for informational purposes only and shall in no way constitute a basis for a flood certificate. No field work was performed to establish the boundaries of this zone. The information was derived by scaling the subject property on the above referenced map.

STATEMENT OF POSSIBLE ENCROACHMENTS
A An electric pedestal is situated within the subject property without the benefit of any easement known to this surveyor, lying up to 44.4 feet West of the East line of the subject property.

B A stone brick retaining wall crosses the West line of the subject property and continues Westerly onto the adjoining property without the benefit of any easement known to this surveyor.

C A retention pond is situated with the subject property without the benefit of any easement known to this surveyor, lying up to 22.1 feet East of the West line of the subject property.

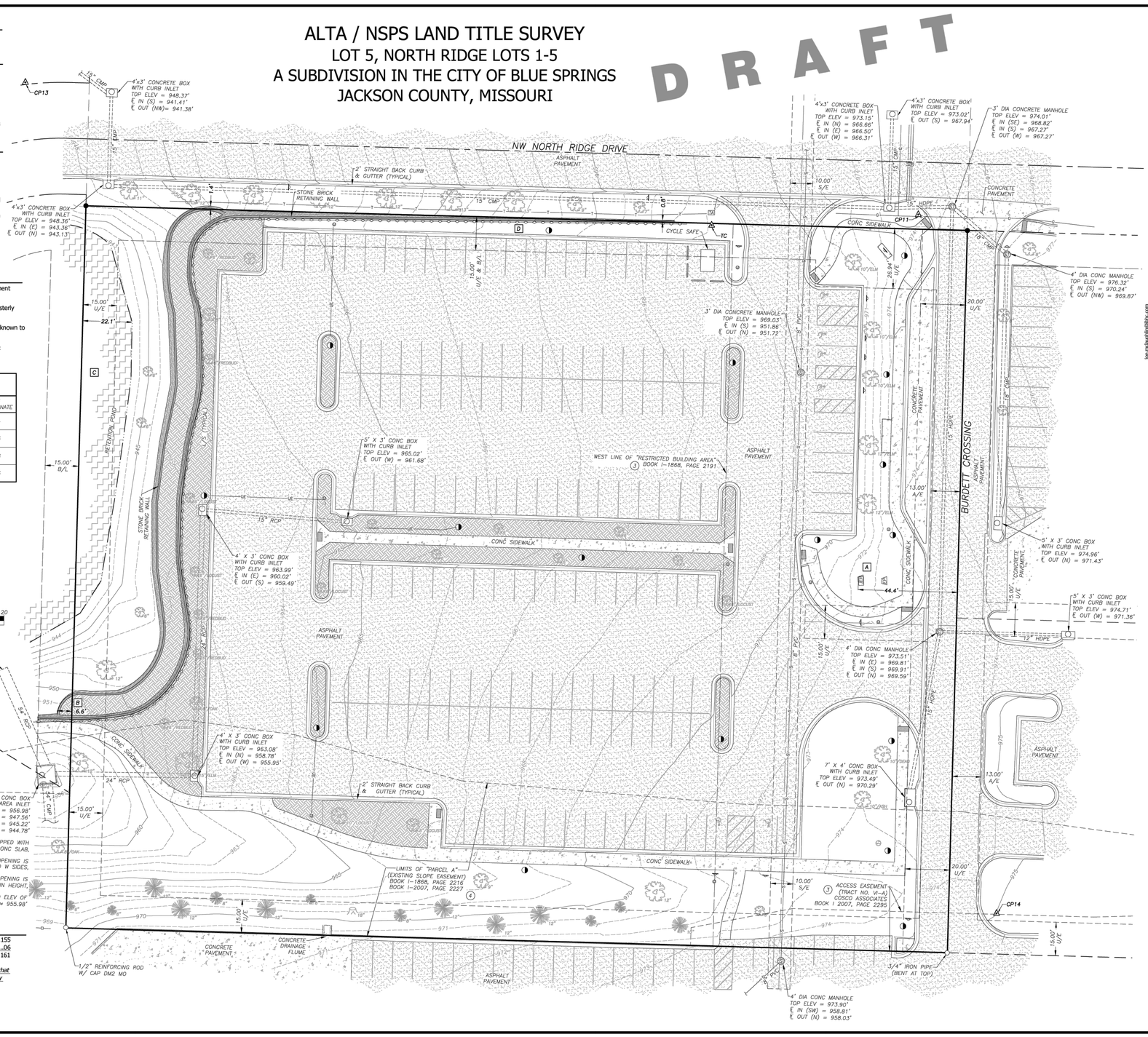
D A stone brick retaining wall crosses the North line of the subject property, situated in Public Right-of-Way and lying up to 1.4 feet North of said North line.

PROJECT CONTROL TABLE
(NAD83 MISSOURI STATE PLANE, WEST ZONE, US SURVEY FOOT)

POINT NO.	DESCRIPTION	ELEV.	GRID VALUE NORTHING COORDINATE	GRID VALUE EASTING COORDINATE
11	1/2" REINFORCING ROD WITH CONTROL POINT CAP	973.91'	1044658.40	2853305.14
12	1/2" REINFORCING ROD WITH CONTROL POINT CAP	972.50'	1045021.96	2853329.93
13	1/2" REINFORCING ROD WITH CONTROL POINT CAP	948.33'	1044717.62	2852905.28
14	1/2" REINFORCING ROD WITH CONTROL POINT CAP	975.01'	1044345.34	2853340.13

LEGEND
- Set Survey Monument (1/2" Reinforcing Rod w/cap: KS CLS 175, unless otherwise noted)
- Found Survey Monument
- Control Point and Designation (TC is for Survey Only)
- Underground Electric Line
- Light Pole
- Electric Pedestal (above ground)
- Utility Pull Box (underground)
- Gas Line
- Underground Telephone Line
- Telephone Access Vault (underground)
- Sanitary Sewer Line
- Sanitary Sewer Manhole
- PVC Polyvinyl Chloride Pipe
- Storm Sewer Manhole
- Curb Inlet
- CMP Corrugated Metal Pipe
- HDPE High-Density Polyethylene Pipe
- RCP Reinforced Concrete Pipe
- Pipe Continues-Outlet or Source Not Found or Not Surveyed
- Wood Fence
- Iron or Metal Fence
- Wheel Stop
- ADA Parking Stall
- ADA Detection Pad
- Single Pole Sign
- Bush
- Deciduous Tree and Size
- Coniferous Tree and Size
- Tree Stump
- L/S Landscaping (Bushes, Trees, Flowers, Border, Mulch, any or all of them)
- CONC Concrete
- DIA Diameter
- ELEV Elevation
- ℄ Flow Line
- B/L Building Setback Line
- A/E Access Drive Easement
- U/E Utility Easement
- S/E Sanitary Sewer Easement
- (XX) Identifier for Schedule B Exception Note

GRAPHIC SCALE
20 0 20
1 inch = 20 feet



PARKING STALL COUNT
Standard Parking Stalls.....155
ADA (disabled) Parking Stalls.....06
Total.....161

NOTE: *This survey makes no claims that the quantity, size or dimensions of any parking stalls on this property are in compliance with the controlling jurisdiction's requirements.*

No.	Date	Description

Checked | Drawn | Description | Date | Rev.

STATE OF MISSOURI — JOSEPH H. MCKEEVER — NUMBER LS-2012018393 — PROFESSIONAL LAND SURVEYOR
CLS 2005000795 F
joe.mckeever@bhcinc.com

BHC, Inc.
712 State Avenue, Kansas City, KS 66101
Phone: (913) 371-5300

Client: FINKLE + WILLIAMS ARCHITECTURE
8787 RENNER BLVD, SUITE 100
LENEXA, KS 66219

Project: ALTA / NSPS LAND TITLE SURVEY
LOT 5, NORTH RIDGE LOTS 1-5
BLUE SPRINGS, JACKSON COUNTY, MISSOURI, 64014

Project No:	028770
Field Crew:	ME, CB, KH
Field Date:	2025-10-30
Drawn By:	JMC
Issue Date:	2025-11-21

Sheet: 2 OF 2

Nov 21, 2025 - 2:41pm Plotted by: joe.coleman I:\080100.00.01_DEV 1500 NW North Ridge Dr\DWG\Survey\080100.00.01-SRVY-ALTA.dwg Layout: srvy (2)
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LUX TWO

1500 NW North Ridge Dr.
Blue Springs, MO 64015

Project No.: 24042
Date: 02.16.2026
Issued For: Concept Plan & General Development Plan

REVISIONS

No.	Date	Description

REGISTRATION

PROJECT TEAM

ARCHITECT	FINKLE+WILLIAMS ARCHITECTURE
CIVIL	BHC
LANDSCAPE	BHC
STRUCTURAL	Bob D. Campbell & CO
PLUMBING	Latimer Sommers & Associates P.A.
MECHANICAL	Latimer Sommers & Associates P.A.
ELECTRICAL	Latimer Sommers & Associates P.A.
FIRE PROTECTION	Latimer Sommers & Associates P.A.
CONTRACTOR	Haren Companies

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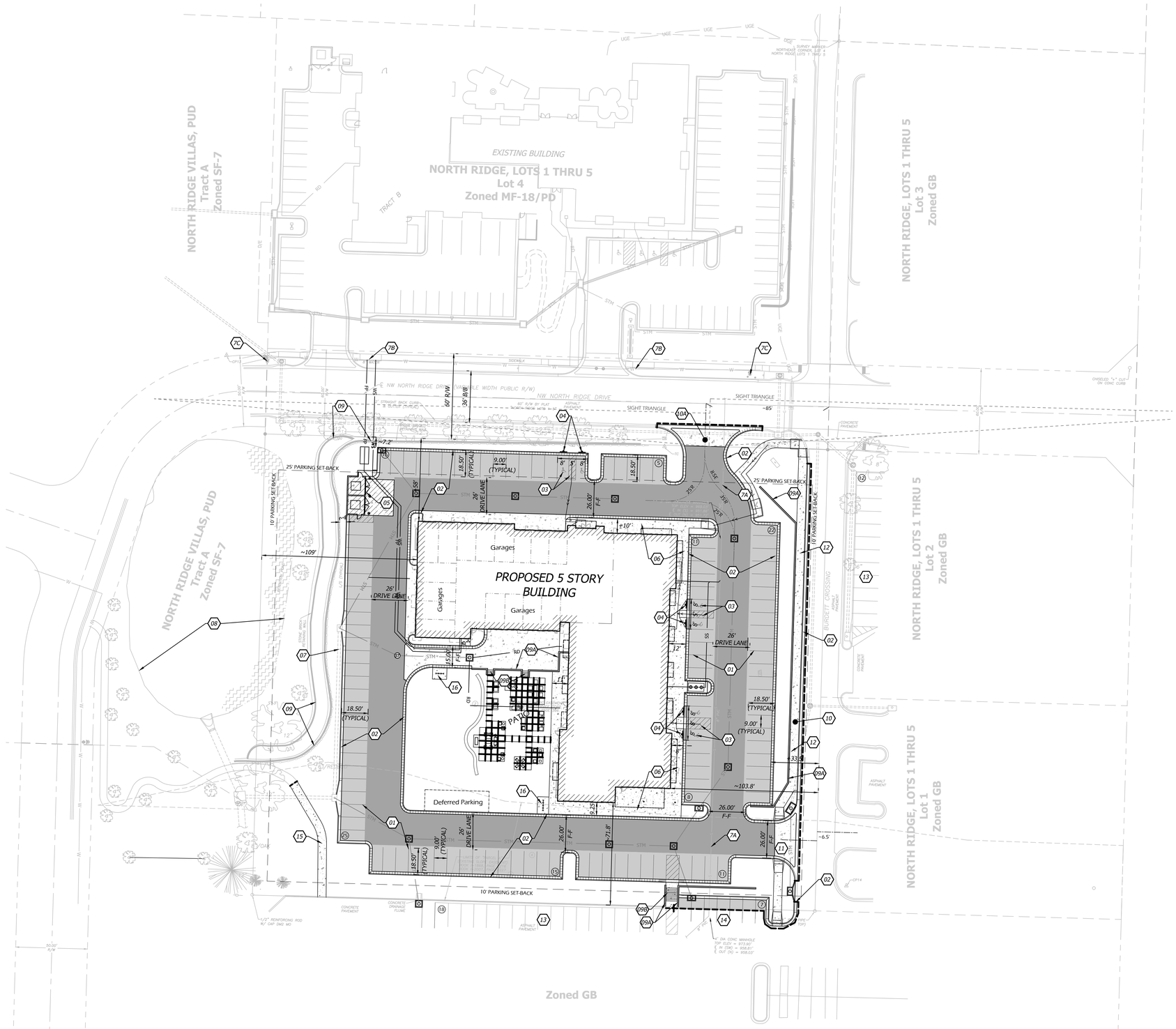
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ALTA SURVEY (Draft)

SHEET NUMBER

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PROPERTY DESCRIPTION:

LOT 5, NORTH RIDGE LOTS 1 THRU 5, A SUBDIVISION OF RECORD IN BLUE SPRINGS, JACKSON COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEREOF.

SITE DATA TABLE:

LOT SIZE		2.9 Acres	127,796 SF
BUILDING FLOOR AREA		101,844 SF	
BUILDING CONSTRUCTION TYPE		Type 1A & Type 5A	
		Existing	Proposed
ZONING DISTRICT		GB	MF-18 PD
LAND USE		Commuter Parking	Multi-Use
IMPERVIOUS COVER		65%	80%
		Allowed	Proposed
BUILDING HEIGHT (MF-18)		65-feet	59.9-feet
BUILDING COVERAGE (MF-18)		60-percent	16.5-percent
		Required	Proposed
BUILDING SET-BACKS	North	20-feet	+58-feet
	East	20-feet	+103-feet
	South	20-feet	+109-feet
	West	20-feet	+71-feet
THERE EXISTS A "RESTRICTED BUILDING AREA" AS DESCRIBED IN DOCUMENT NO. 198810885077 IN BOOK I168AT PAGE 2191 UPON WHICH THE BUILDING ENCROACHES.			
PARKING SET-BACKS	North	25-feet	+7-feet
	East	10-feet	+31-feet
	South	10-feet	+15-feet
	West	10-feet	+57-feet
		Required	Proposed
VEHICLE PARKING	Residential	113	113
	Retail	56.5	57
BICYCLE PARKING	Residential	6.75	7
	Retail	9.7	10

VEHICLE PARKING CALCULATIONS:

RESIDENTIAL: 1 PER STUDIO @ 3 UNITS = 3 SPACES
1.5 PER 1 BR @ 48 UNITS = 72 SPACES
2 PER 2 BR & 3 BR @ 19 UNITS = 38 SPACES
TOTAL RESIDENTIAL =113 SPACES

RETAIL: 1 PER 200 SF @ 11,312 SF = 56.6 SPACES = 57 SPACES

TOTAL PARKING SPACES REQUIRED = 113 SPACES + 57 SPACES = 170 SPACES

PARKING PROVIDED ON-SITE = 113 SPACES+ 16 GARAGES = 129 SPACES
COMMUNITY PARKING OFF-SITE (BY AGREEMENT) = 30 EXISTING, 7 NEW = 37 SPACES

TOTAL PARKING PROVIDED = 166 SPACES
TOTAL PREFERRED (FUTURE) PARKING = MINIMUM 4 SPACES
(ADA PARKING PROVIDED ON-SITE = 6 SPACES)

BICYCLE PARKING CALCULATIONS:

RESIDENTIAL: 1 PER 8 UNITS W/O GARAGE @ 62 UNITS = 6.75 SPACES
7 SPACES PROVIDED

RETAIL: 10-PERCENT OF REQUIRED VEHICLE SPACES @ 57 SPACES = 5.7 SPACES
6 SPACES PROVIDED

CONSTRUCTION NOTES

00
01 LEAD FREE, WATER-BORNE EMULSION BASED WHITE TRAFFIC PAINT FOR PARKING LOT STRIPING
02 APWA TYPE CG-1 (VERTICAL) CURB & GUTTER
03 ADA PARKING SYMBOLS AND STRIPING
04 ADA RESTRICTED PARKING SIGNS
05 TRASH ENCLOSURE. (RE: ARCH)
06 CONCRETE SIDEWALKS (WIDTH VARIES)
07 EXISTING STORM SEWER SYSTEM
07A EXISTING 8-IN SANITARY SEWER
07B EXISTING 8-IN WATER LINE
07C EXISTING FIRE HYDRANT
08 EXISTING REGIONAL STORMWATER DETENTION POND
09 EXISTING RETAINING WALL
09A NEW RETAINING WALL (DESIGN-BUILD BY CONTRACTOR)
09B STEPS
10 REMOVE EXISTING ENTRANCE
10A RECONSTRUCT EXISTING DRIVEWAY ENTRANCE
11 INSTALL NEW DRIVEWAY ENTRANCE
12 INSTALL NEW 6-FT CONCRETE SIDEWALK WITH ADA RAMPS
13 COMMUNITY PARKING STALLS
14 NEW COMMUNITY PARKING STALLS
15 NEW 6-FT SIDEWALK CONNECTION
16 BICYCLE PARKING

ALL CONCRETE WITHIN RIGHT-OF-WAY SHALL BE KCMMB 4K MIX DESIGN

EXISTING SITE TO BE CLEARED: REMOVE AND DISPOSE OF EXISTING CURB AND GUTTER, ASPHALT, UTILITIES, AND SITE APPURTENANCES. (SEE EXISTING CONDITIONS).

SIGHT TRIANGLE:

MAJOR ROAD DESIGN SPEED (NW NORTH RIDGE DRIVE) = 35 MPH
INTERSECTION SIGHT DISTANCE =390-FEET

COMMERCIAL DRIVEWAY DESIGN SPEED (BURDETT CROSSING) =15 MPH
INTERSECTION SIGHT DISTANCE = 200-FEET

SITE LEGEND

- PROPOSED BUILDING
- LIGHT DUTY ASPHALT PAVEMENT
- MEDIUM DUTY ASPHALT PAVEMENT
- HEAVY DUTY PCC PAVEMENT
- CONCRETE SIDEWALK
- CONCRETE DUMPSTER PAD
- RETAINING WALL
- PARKING STALL COUNT
- APWA TYPE CG-1 CURB & GUTTER
- APWA TYPE CG-1 DRY CURB & GUTTER
- STANDARD ZERO HEIGHT CURB
- TRANSITION CURB
- ACCESSIBLE ADA ROUTE

GRAPHIC SCALE
30 0 30

PROJECT LOCATION



VICINITY MAP

LUX TWO

1500 NW North Ridge Dr.
Blue Springs, MO 64015

Project No.: 24042
Date: 02.16.2026
Issued For: Concept Plan & General Development Plan

REVISIONS

No.	Date	Description

REGISTRATION

STATE OF MISSOURI
LESLIE R. HAMILTON
NUMBER E-22616
02/16/2026
REGISTERED PROFESSIONAL ENGINEER

LESLIE R HAMILTON, PE, PS
MO E-22616

PROJECT TEAM

ARCHITECT	FINKLE+WILLIAMS ARCHITECTURE
CIVIL	BHC
LANDSCAPE	BHC
STRUCTURAL	Bob D. Campbell & CO
PLUMBING	Latimer Sommers & Associates P.A.
MECHANICAL	Latimer Sommers & Associates P.A.
ELECTRICAL	Latimer Sommers & Associates P.A.
FIRE PROTECTION	Latimer Sommers & Associates P.A.
CONTRACTOR	Haren Companies

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SHEET TITLE

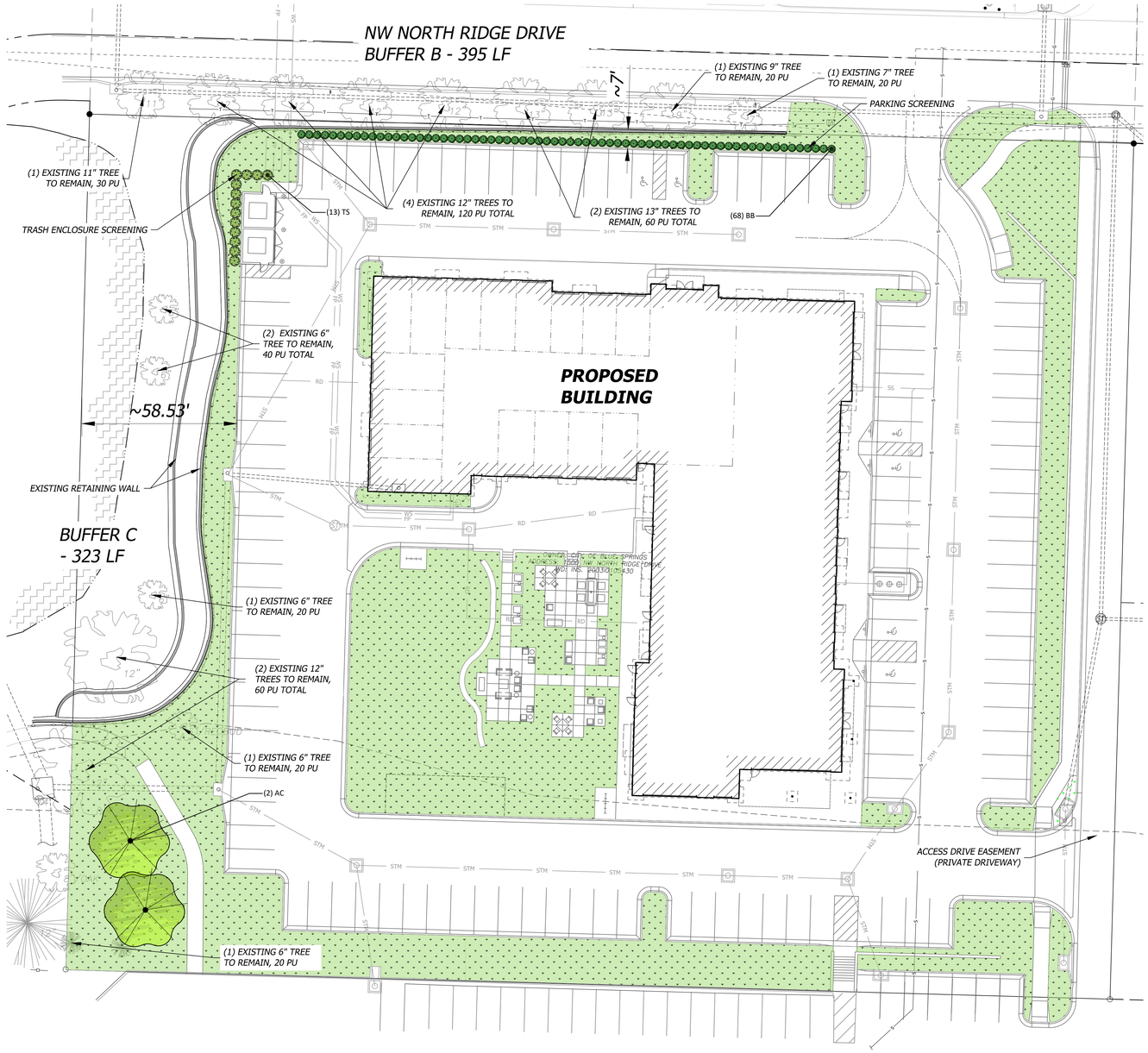
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PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONTAINER	CAL
TREES					
	AC	2	Acer saccharum 'Caddo' / Caddo Sugar Maple	B & B	2" cal
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONTAINER	HEIGHT
SHRUBS					
	TS	13	Thuja occidentalis 'Smaragd' / Emerald Green Arborvitae	5 gal	6` ht
EVERGREEN SHRUBS					
	BB	68	Buxus microphylla japonica 'Green Beauty' / Green Beauty Japanese Boxwood	5 gal	24"-36" H
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONTAINER	SPACING
GROUND COVERS					
	Fw	28,116 sf	Festuca arundinacea `Watersaver Blend` / Watersaving Blend of Tall Fescue Sod: 90% 3-specices Turf-Type Fescue Blend (Covenant II, Avenger, Garrison), 10% Bluegrass.	sod	

SITE DATA

	LF	Required	Existing	Provided	Total	Plant Units
Buffer Yard B	395.00					
15 ft wide: 45 PU/100 LF		177.75	250	0	250	250
**7 ft width provided, not 15 ft*						
Buffer Yard C	323.00					
25 ft wide: 60 PU/100 LF		193.80	180	16	196	196
**25 ft width provided*						
Street Trees (LF)						
NW North Ridge Drive						
Street Trees (1tree/75 LF)	395.00	5.27	9	0	9	N/A
Parking Screening						
NW North Ridge Drive						
3' Tall Shrub hedge	68.00	68.00	0	68	68	N/A

GRAPHIC SCALE
20 0 20

N

LEGEND

- 980 — PROPOSED FINISH GRADE MAJOR CONTOUR
- 982 — PROPOSED FINISH GRADE MINOR CONTOUR
- 980 — EXISTING GRADE MAJOR CONTOUR
- 982 — EXISTING GRADE MINOR CONTOUR
- STM — PROPOSED STORM SEWER LINE
- RD — PROPOSED ROOF LINE DRAIN
- PL — PROPERTY LINE
- R/W — RIGHT-OF-WAY LINE
- TP — TREE PROTECTION

GENERAL LANDSCAPE NOTES

1. The Contractor shall verify and coordinate all final grades with the Landscape Architect and/or design team prior to completion.
2. Location and placement of all plant material shall be coordinated with the Landscape Architect prior to installation.
3. Location of all utilities are approximate, the Contractor shall field verify locations prior to commencement of construction operations.
4. Refer to Civil Drawings for all grading and berming, erosion control, storm drainage, utilities and site layout.
5. Plant quantities are for information only, drawing shall prevail if conflict occurs. Contractor is responsible for calculating own quantities and bid accordingly. Minimum quantities for each category of planting required by City Code must be maintained.
6. Tree locations in areas adjacent to drives, walks, walls and light fixtures may be field adjusted as approved by Landscape Architect.
7. The Contractor shall report subsurface soil or drainage problems to the Landscape Architect.
8. The plan is subject to changes based on plant size and material availability. All changes or substitutions must be approved by the City of Blue Springs, MO and the Landscape Architect.
9. Aluminum landscape edging to be used on all landscape beds adjoining turf areas as noted on landscape plans. Edging shall not be used between pavement and landscape beds.
10. Landscape Contractor shall be responsible for watering all plant material until the time that a permanent water source is ready.
11. The Contractor shall provide a submittal to show proof of procurement, sources, quantities, and varieties for all landscape materials, including trees, shrubs, perennials, ornamental grasses, annuals, rock, and mulches, within 21 days following the award of the contract.
12. Maintenance and guarantee:
    a. Contractor shall provide full maintenance for newly landscaped areas for the maintenance period, which begins at date of installation through the date of final acceptance.
    b. At the end of the maintenance period, a healthy, well-rooted, even-colored, viable turf and landscaped area must be established. The landscaped areas shall be free of weeds, open joints, bare areas, and surface irregularities.
    c. All plant material shall be guaranteed for a period of one year. Date of final acceptance initiates the one year guarantee. All dead or damaged plant material shall be replaced at contractor's expense.

LUX TWO

1500 NW North Ridge Dr.
Blue Springs, MO 64015

Project No.: 24042
Date: 02.16.2026
Issued For: Concept Plan & General Development Plan

REVISIONS

No.	Date	Description

REGISTRATION

STATE OF MISSOURI — ANGELA DENISE MAYER — NUMBER PLA-2024045211 — LANDSCAPE ARCHITECT — 02/16/2026

ANGELA D. MAYER, PLA
MO PLA-2024045211

PROJECT TEAM

ARCHITECT	FINKLE+WILLIAMS ARCHITECTURE
CIVIL	BHC
LANDSCAPE	BHC
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SHEET TITLE

LANDSCAPE PLAN

SHEET NUMBER

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02/17/2026 9:40:53 AM



Received
02/17/2026 9:40:53 AM

February 16, 2026

Re: Luxe Two
1500 NW North Ridge Drive
Lot 5, NORTH RIDGE LOTS 1 THRU 5
PDC 01-26-9775
RZ 01-26-9776
Revised Plan Submittal – Request for Waiver

A waiver to the following requirements are requested for the parking area fronting NW North Ridge Drive:

- 404.110.D.2 (MF-18 Zoning) – all parking shall be located at least twenty-five (25) feet from the street frontage.
- 407.010.E – an 8-foot perimeter landscape buffer is required adjacent to the street based upon the number of parking spaces fronting..

The back-of-curb for the existing parking lot has a set-back from the street right-of-way line of approximately 7.2-feet at the west end and approximately 7.5-feet at the east end. The proposed site will have a back-of-curb set-back of approximately 7.2-feet the full length of the parking lot. The location of the proposed curb line is almost identical to the existing curb line.

An existing retaining wall ranging from 2-feet in height to over 12-feet in height is located approximately 3-feet behind the right-of-way line in the landscape buffer area. A decorative fence is located in the at the top of the wall. The existing landscape trees are located within the right-of-way, approximately 6-feet from the right-of-way line. There is approximately 3.5-feet between the back-of-curb and the fence available for additional landscaping.

Leslie R. Hamilton, PE, PS
MO E-22616

913.663.1900 ibhc.com 7101 College Blvd., Ste. 400 Overland Park, KS 66210

Received
02/17/2026 9:41:03 AM

THE EXAMINER

AFFIDAVIT OF PUBLICATION

State of Florida, County of Orange, ss:

I, Anjana Bhadoriya, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Examiner, a publication that is a "legal newspaper" as that phrase is defined for the city of Independence, for the County of Jackson, in the state of Missouri, that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

Publication Dates:

- Feb 7, 2026

Printer's Fee: $141.12

Anjana Bhadoriya

_____

Agent

VERIFICATION

State of Florida
County of Orange

JESSICA GORDON-THOMPSON
Notary Public - State of Florida
Commission # HH301656
Expires on August 17, 2026

Signed or attested before me on this: 02/09/2026

_____

Notary Public

Notarized remotely online using communication technology via Proof.

PUBLIC NOTICE

Rezoning | RZ-01-26-9776
Planned Development Concept Plan | PDC-01-26-9775
"Luxe Two"
1500 NW North Ridge Dr
Parcel # 36-420-04-14-00-0-00-000

Notice is hereby given that a public hearing will be held by the Planning Commission of the City of Blue Springs on **Monday, February 23, 2026 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, David A. Williams, Lux Two, LLC, on behalf of the property owner, City of Blue Springs, for approval of a Rezoning and Planned Development Concept Plan to rezone the property from "GB" (General Business) to "MF-18/PD" (High Density Multi-Family/Planned Development) to allow a mixed-use development consisting of a five story building. The first floor will be approximately 11,500 square feet of retail and garages. The proposed upper four stories include 70 residential units, consisting of studio, one-bedroom, two-bedroom, and three-bedroom apartments, on 2.89 +/- acres at 1500 NW North Ridge Drive. Interested parties may view the application materials on file by contacting the City 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:

LOT 5, NORTH RIDGE LOTS 1 THRU 5, A SUBDIVISION OF RECORD IN BLUE SPRINGS, JACKSON COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEREOF.

CITY OF BLUE SPRINGS
Planning Commission
By: Shantele Frie, Planner III

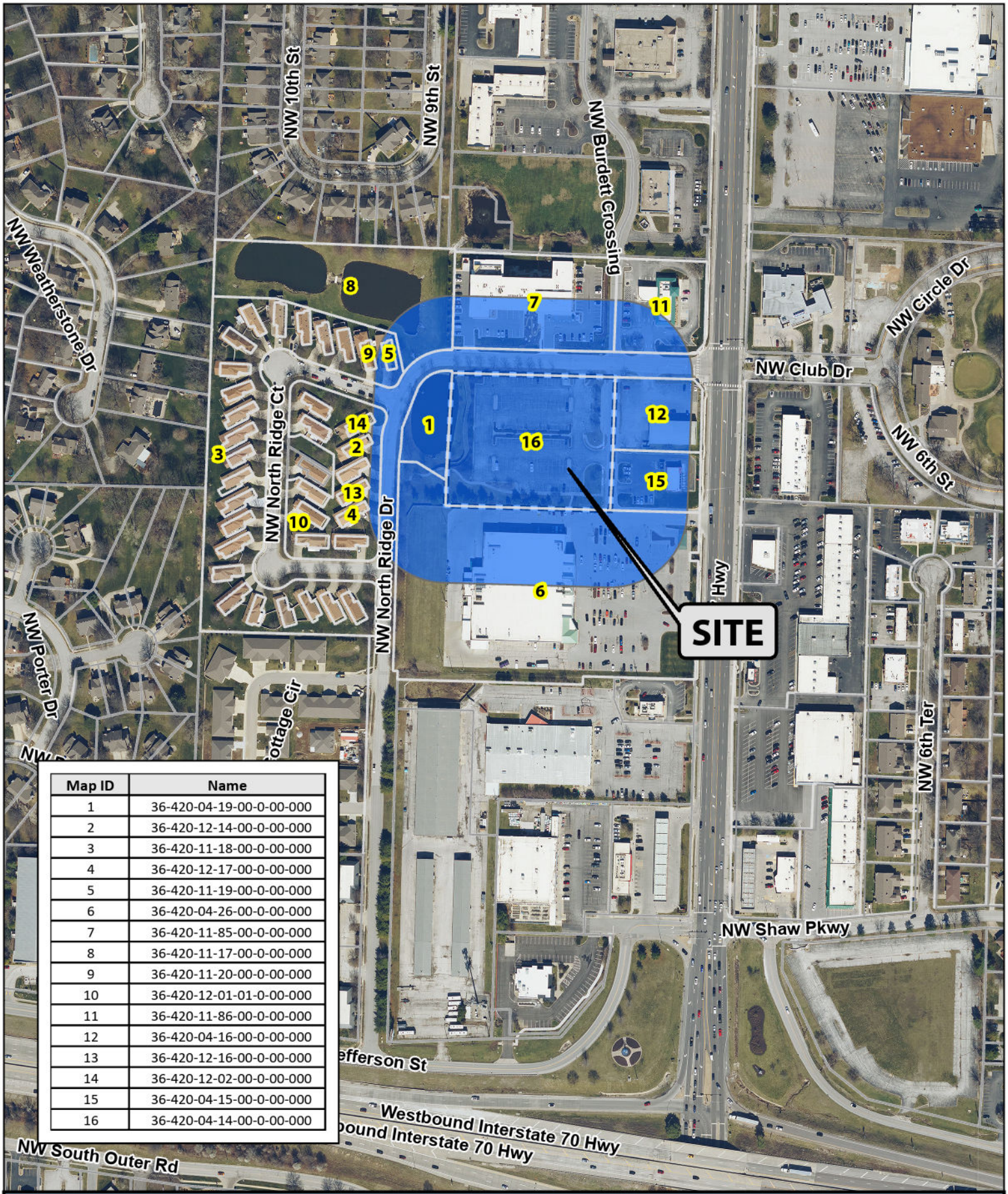
The City Council of the City of Blue Springs will also hold a public hearing on the above noted Rezoning RZ-01-26-9776 and Planned Development Concept Plan PDC-01-26-9775 on **Monday, March 2, 2026, at 6:00 p.m.** in the Council Chambers of the Howard L. Brown Public

Safety Facility to consider the application and the recommendation of the Planning Commission.

CITY OF BLUE SPRINGS
City Council

Published in the Examiner, Feb 7, 2026

4271840



Map ID	Name
1	36-420-04-19-00-0-00-000
2	36-420-12-14-00-0-00-000
3	36-420-11-18-00-0-00-000
4	36-420-12-17-00-0-00-000
5	36-420-11-19-00-0-00-000
6	36-420-04-26-00-0-00-000
7	36-420-11-85-00-0-00-000
8	36-420-11-17-00-0-00-000
9	36-420-11-20-00-0-00-000
10	36-420-12-01-01-0-00-000
11	36-420-11-86-00-0-00-000
12	36-420-04-16-00-0-00-000
13	36-420-12-16-00-0-00-000
14	36-420-12-02-00-0-00-000
15	36-420-04-15-00-0-00-000
16	36-420-04-14-00-0-00-000

BLUE SPRINGS
MISSOURI

RZ-01-26-9776 / PDC-01-26-9775
LUXE TWO
185' NOTIFICATION MAP

N

1" = 400'

Date: 02/03/26

Blue Springs, Missouri
Community Development

February 6, 2026

Ref: Public Hearing: Rezone | RZ-01-26-9776
Planned Development Concept Plan | GDP-01-26-9775
Luxe II
1500 NW North Ridge Dr
Parcel # 36-420-04-14-00-0-00-000

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, David Williams for consideration to approve a Planned Development Concept Plan for a mixed-use development of a 5 story building consisting of general business and multi-family residential units located West of NW 7 Hwy and South of NW North Ridge Drive, to allow retail on the 1 story and 4 stories consisting of 70 residential units on 2.89+/- acres of land.

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, February 23, 2026 @ 6:30 p.m.
&
City Council – Monday, March 2, 2026 @ 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

BLUE SPRINGS
MISSOURI

CITY COUNCIL

May 4, 2026

EXHIBITS FOR PUBLIC HEARING

MAJORLUX II CID

EXHIBIT #1 City Council Information Form dated April 29, 2026 with the following attachments: Ordinance to Approve Petition and Establish District with Petition attached as Exhibit A

EXHIBIT 1
CITY COUNCIL
MAJORLUX II CID
MAY 4, 2026

Council Meeting Date: May 4, 2026

Agenda Item #: 6 & 9

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: April 29, 2026

ITEM TYPE: Public Hearing / Ordinance

SUBMITTED BY: Christine Cates

CONTRACT NUMBER: -

DEPARTMENT: Administration

STRATEGIC PLAN PRIORITY: Balanced Growth

ITEM DESCRIPTION

A public hearing is being held to receive public comment on the creation of the MajorLux II Community Improvement District. Upon conclusion of the public hearing, a Bill approving the Petition for Establishment of the MajorLux II Community Improvement District will be ready for introduction and readings.

BACKGROUND

In April of 2026, the City Clerk received the Petition (the "Petition") for the Establishment of the MajorLux II Community Improvement District (the "District"). The City Clerk, in cooperation with special legal counsel for the City, reviewed the Petition and determined that it was legally sufficient and can be considered by the City Council.

The purpose of the proposed District is to provide a source of revenue to reimburse Luxe One, LLC (the "Developer") for costs related to asphalt paving and paving markers, and the legal, operating and administrative costs thereof.

The proposed District is authorized under the CID Act to impose a district-wide sales and use tax of 1% (the "District Sales Tax"). The bill requires the parties to negotiate and enter into a cooperative agreement outlining their respective duties and obligations with respect to the administration, enforcement and operation of the District Sales Tax and the use of the District Sales Tax revenues. No payment or reimbursement of District costs and expenses shall occur and no disbursement of District revenues shall occur until a cooperative agreement is approved and executed by the City, the Developer and the District. The cooperative agreement will come before the City Council at a future date for consideration and approval.

This Project has been referred to by several names including MajorLux 2/MajorLux II/Luxe Two/LuxTwo/Luxe II throughout the course of the development process.

FINANCIAL IMPACT

INFORMATION	DETAIL
Contractor:	N/A

PROJECT TIMELINE

INFORMATION	DETAIL
Estimated Start Date	May 4, 2026
Estimated End Date	May 4, 2053
Years and Months Contract in effect	27 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. Ordinance to Approve Petition and Establish District with Petition attached as Exhibit A

REVIEWED BY

Requesting Director: Christine Cates

Legal: Sarah Granath

Administration: George Schmitz

City Administrator: Christine Cates

Budget: N/A

BLUE SPRINGS
MISSOURI

CITY COUNCIL

May 4, 2026

EXHIBITS FOR PUBLIC HEARING

MAJORLUX 2 BONDS

EXHIBIT #1 City Council Information Form dated April 28, 2026 with the following attachments: Trust Indenture, Lease Agreement, Bond Purchase Agreement, Presentation, But-For Analysis and Ordinance to Approve Plan, Issuance of Bonds and Approve Bond Documents with Plan attached as Exhibit A

Council Meeting Date: May 4, 2026

Agenda Item #: 7 & 10

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: April 28, 2026

ITEM TYPE: Public Hearing / Ordinance

SUBMITTED BY: Christine Cates

CONTRACT NUMBER: -

DEPARTMENT: Administration

STRATEGIC PLAN PRIORITY: Balanced Growth

ITEM DESCRIPTION

A taxing district hearing is being held to receive comment on a plan for an industrial development project (the "Plan") for the MajorLux 2 project. Upon conclusion of the hearing, a Bill approving the Plan and approving bond documents to implement the Plan will be ready for introduction and readings.

BACKGROUND

The bill will approve (1) a Plan for an Industrial Development Project and Cost-Benefit Analysis for Luxe One, LLC ("Developer"), and (2) approve the bond documents to implement the tax abatement provided for therein.

State statute requires the preparation of a plan for development prior to the issuance of Chapter 100 bonds, that the plan be mailed to the affected taxing districts at least 20 days in advance of approval of the plan and that the taxing districts be given the

opportunity to comment on the plan. Notice was given to the taxing districts in accordance with state statute.

The Plan contemplates the construction of a mixed-use development consisting of 70 residential units and approximately 11,887 square feet of retail space on approximately 2.89 acres of land to be located at 1500 NW North Ridge Drive (the "Project") in the City. The Project is expected to cost approximately $23,000,000 with construction expected to begin in 2026.

Tax abatement will be provided pursuant to the issuance of bonds in accordance with Chapter 100, RSMo. Developer will be required to pay payments in lieu of taxes for distribution to the taxing districts in amounts set forth in the Plan. Developer will also receive a sales tax exemption on construction materials used to construct the Project.

The bill authorizes the issuance of the Bonds, and authorizes the City to enter into the trust indenture between the City and UMB Bank, N.A., the lease agreement between the City and Developer, and a bond purchase agreement between the City and Developer. The City shall have no responsibility to pay the bonds other than with funds provided by Developer so the City's credit is not at risk for the bonds. The City ownership of the Project pursuant to these financing documents will provide the tax abatement.

This Project has been referred to by several names including MajorLux 2/MajorLux II/Luxe Two/LuxTwo/Luxe II throughout the course of the development process.

FINANCIAL IMPACT

INFORMATION	DETAIL
Contractor:	N/A

PROJECT TIMELINE

INFORMATION	DETAIL
Estimated Start Date	May 4, 2026
Estimated End Date	May 4, 2046
Years and Months Contract in effect	20 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. Trust Indenture
2. Lease Agreement
3. Bond Purchase Agreement
4. Presentation
5. But-For Analysis
6. Ordinance to Approve Plan, Issuance of Bonds and Approve Bond Documents with Plan attached as Exhibit A

REVIEWED BY

Requesting Director: Christine Cates

Legal: Sarah Granath

Administration: George Schmitz

City Administrator: Christine Cates

Budget: N/A

CITY OF BLUE SPRINGS, MISSOURI,

As Lessor,

AND

UMB BANK, N.A.,

as Trustee

_____

TRUST INDENTURE

Dated as of _____, 2026

_____

Relating to:

$23,000,000

(Aggregate Maximum Principal Amount)

City of Blue Springs, Missouri

Taxable Industrial Development Revenue Bonds

(MajorLux 2 Project)

Series 2026

TABLE OF CONTENTS

TRUST INDENTURE

RECITALS: ___ 1
GRANTING CLAUSES 3

ARTICLE I
DEFINITIONS

Section 101. Definitions of Words and Terms. 5
Section 102. Rules of Interpretation 12

ARTICLE II
THE BONDS

Section 201. Title and Amount of Bonds. 13
Section 202. Nature of Obligation. 13
Section 203. Denomination, Number and Dating of the Bonds. 14
Section 204. Method and Place of Payment of Bonds. 14
Section 205. Execution and Authentication of Bonds 15
Section 207. Persons Deemed Owners of Bonds. 18
Section 208. Authorization of the Bonds 18
Section 209. Mutilated, Lost, Stolen or Destroyed Bonds 22
Section 210. Cancellation and Destruction of Bonds Upon Payment 22

ARTICLE III
REDEMPTION OF BONDS

Section 301. Redemption of Bonds. 23
Section 302. Effect of Call for Redemption. 24
Section 303. Notice of Redemption. 25

ARTICLE IV
FORM OF BONDS

Section 401. Form Generally. 25

ARTICLE V
CUSTODY AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Funds. 25
Section 502. Deposits into the Project Fund. 26

Section 503. Disbursements from the Project Fund. _____ 26
Section 505. _Deposits into and Disbursements from the Costs of Issuance Fund. _____ 27
Section 506. Disposition Upon Acceleration. _____ 28

ARTICLE VI
REVENUES AND FUNDS

Section 601. Deposits Into the Bond Fund. _____ 28
Section 602. Application of Moneys in the Bond Fund _____ 29
Section 603. Payments Due on Days Other than Business Days. _____ 30
Section 604. Nonpresentment of Bonds. _____ 31
Section 605. Repayment to the Company from the Bond Fund. _____ 31

ARTICLE VII
SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 701. Moneys to be Held in Trust _____ 32
Section 702. Investment of Moneys in Project Fund and Bond Fund _____ 32
Section 703. Record Keeping. _____ 33

ARTICLE VIII
GENERAL COVENANTS AND PROVISIONS

Section 801. Payment of Principal and Interest. _____ 34
Section 802. Authority to Execute Indenture and Issue Bonds. _____ 34
Section 804. Instruments of Further Assurance. _____ 35
Section 805. Recordings and Filings. _____ 35
Section 806. _Inspection of Project Books._____ 36
Section 807. _Enforcement of Rights Under the Lease. _____ 36

ARTICLE IX
DEFAULT AND REMEDIES

Section 901. Events of Default; Notice; Opportunity to Cure. _____ 37
Section 902. Acceleration of Maturity in Event of Default; Rescission. _____ 38
Section 903. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession. _____ 39
Section 904. Appointment of Receivers in Event of Default. _____ 40
Section 905. Exercise of Remedies by the Trustee. _____ 40
Section 906. Limitation on Exercise of Remedies by Owners. _____ 41
Section 907. Right of Owners to Direct Proceedings. _____ 42
Section 909. Remedies Cumulative. _____ 45

Section 910. Waivers of Events of Default. _____ 46

ARTICLE X
THE TRUSTEE

Section 1001. Acceptance of the Trusts. _____ 47
Section 1002. Fees, Charges and Expenses of the Trustee._____ 51
Section 1003. Notice to Owners if Default Occurs. _____ 52
Section 1004. Intervention by the Trustee. _____ 53
Section 1005. Successor Trustee Upon Merger, Consolidation or Sale. _____ 53
Section 1006. Resignation of Trustee. _____ 53
Section 1007. Removal of Trustee. _____ 54
Section 1008. Appointment of Successor Trustee. _____ 54
Section 1009. Vesting of Trusts in Successor Trustee. _____ 55
Section 1010. Right of Trustee to Pay Taxes and Other Charges. _____ 56
Section 1011. Trust Estate May be Vested in Co-Trustee. _____ 56
Section 1012. Accounting. _____ 58
Section 1013. Performance of Duties Under the Lease. _____ 58

ARTICLE XI
SUPPLEMENTAL INDENTURES

Section 1101. Supplemental Indentures Not Requiring Consent of Owners. _____ 58
Section 1102. Supplemental Indentures Requiring Consent of Owners. _____ 59
Section 1103. Company's Consent to Supplemental Indentures. _____ 60
Section 1104. Opinion of Counsel. _____ 61

ARTICLE XII
SUPPLEMENTAL LEASES

Section 1201. Supplemental Leases Not Requiring Consent of Owners. _____ 61
Section 1202. Supplemental Leases Requiring Consent of Owners. _____ 62
Section 1203. Opinion of Counsel. _____ 62

ARTICLE XIII
SATISFACTION AND DISCHARGE OF INDENTURE

Section 1301. Satisfaction and Discharge of this Indenture. _____ 63
Section 1302. Bonds Deemed to be Paid. _____ 64

ARTICLE XIV
MISCELLANEOUS PROVISIONS

Section 1401. Consents and Other Instruments by Owners. _____ 65
Section 1402. Limitation of Rights Under this Indenture. _____ 66
Section 1403. Notices. _____ 67
Section 1404. Severability. _____ 68
Section 1405. Execution in Counterparts. _____ 69
Section 1406. Governing Law. _____ 69
Section 1407. Electronic Storage. _____ 69
Section 1408. Electronic Notice to Trustee. _____ 69

Signatures and Seal
EXHIBIT A PROJECT SITE
EXHIBIT B PROJECT IMPROVEMENTS
EXHIBIT C FORM OF BONDS
EXHIBIT D FORM OF REPRESENTATION LETTER

TRUST INDENTURE

THIS TRUST INDENTURE dated as of _____, 2026 (the "Indenture"), is between the **CITY OF BLUE SPRINGS, MISSOURI,** a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri (the "City"), and **UMB BANK, N.A.**, Kansas City, Missouri, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, with a corporate trust office located in Kansas City, Missouri, as Trustee (the "Trustee");

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the **"Act"**), to purchase, construct, extend and improve certain "projects" (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or businesses for manufacturing, commercial, research and development, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Pursuant to the Act, the City Council passed an ordinance (the "Ordinance") on May __, 2026, authorizing the City to issue its Taxable Industrial Development Revenue Bonds (MajorLux 2 Project), Series 2026, in the maximum principal amount of $23,000,000 (the "Bonds"), for the purpose of acquiring and improving certain real property in the City (the "Project Site," as more fully described on **Exhibit A** hereto), including the construction and improvement of a commercial facility

on the Project Site together with associated sitework and infrastructure (the "Project Improvements," as more fully described on **Exhibit B** hereto).

3. The Ordinance authorizes the City to lease the Project Site and the Project Improvements (collectively, the "Project") to Luxe One, LLC, a Missouri limited liability company (the "Company").

4. Pursuant to the Ordinance, the City is authorized to execute and deliver (a) this Indenture for the purpose of issuing and securing the Bonds, (b) the Lease Agreement of even date herewith (the "Lease") with the Company, under which the City, as lessor, will, or will cause the Company to, acquire, construct and improve the Project and will lease the Project to the Company, as lessee, in consideration of rentals that will be sufficient to pay the principal of and interest on the Bonds, and setting forth the terms and conditions of the Project's exemption from ad valorem real property taxes and certain payments in lieu of taxes to be made by the Company with respect to the Project.

5. All things necessary to make the Bonds, when authenticated by the Trustee and issued as provided in this Indenture, the valid and legally binding obligations of the City, and to constitute this Indenture a valid and legally binding pledge and assignment of the Trust Estate (defined herein) herein made for the security of the payment of the principal of and interest on the Bonds, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW, THEREFORE, THIS TRUST INDENTURE WITNESSETH:

GRANTING CLAUSES

That the City, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the Owners thereof, and of other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of and interest on all of the Bonds issued and outstanding under this Indenture from time to time according to their tenor and effect, and to secure the performance and observance by the City of all the covenants, agreements and conditions herein and in the Bonds contained, does hereby pledge and assign to the Trustee and its successors and assigns until this Indenture has been satisfied and discharged, the property described in paragraphs (a), (b) and (c) below (said property being herein referred to as the "Trust Estate"), to-wit:

(a) All right, title and interest in and to the Project together with the tenements, hereditaments, appurtenances, rights, easements, privileges and immunities thereunto belonging or appertaining and, to the extent permissible, all permits, certificates, approvals and authorizations;

(b) Excluding the Unassigned Rights, all right, title and interest of the City in, to and under the Lease, and all rents, revenues and receipts derived by the City from the Project including, without limitation, all rentals and other amounts to be received by the City and paid by the Company under and pursuant to and subject to the provisions of the Lease; and

(c) All moneys and securities from time to time held by or now or hereafter required to be paid to the Trustee under the terms of this Indenture, and any and all other real or personal property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security hereunder by the City or by anyone in

its behalf, or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD, all and singular, the Trust Estate with all rights and privileges hereby pledged and assigned or agreed or intended so to be, to the Trustee and its successors and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and subject to the conditions herein set forth, for the equal and proportionate benefit, protection and security of all Owners from time to time of the Bonds outstanding under this Indenture, without preference, priority or distinction as to lien or otherwise of any of the Bonds over any other of the Bonds except as expressly provided in or permitted by this Indenture;

PROVIDED, HOWEVER, that if the City pays, or causes to be paid, the principal of and interest on the Bonds, at the time and in the manner mentioned in the Bonds, according to the true intent and meaning thereof, or provides for the payment thereof (as provided in **Article XIII** hereof), and pays or causes to be paid to the Trustee all other sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Indenture and the rights thereby granted shall cease, determine and be void; otherwise, this Indenture shall be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed,

and the City does hereby agree and covenant with the Trustee and with the respective Owners from time to time, as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms.

In addition to words and terms defined in **Section 1.1** of the Lease, which definitions shall be deemed to be incorporated herein, and terms defined elsewhere in this Indenture, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

"Act" means, collectively, Article VI, Section 27(b) of the Missouri Constitution, as amended, and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended.

"Additional Rent" means the additional rental described in **Sections 5.2** and **6.2** of the Lease.

"Authorized City Representative" means the Mayor, the City Administrator, the Director of Finance, the City Clerk or such other person at the time designated to act on behalf of the City as evidenced by written certificate furnished to the Company and the Trustee containing the specimen signature of such person and signed on behalf of the City by its Mayor or City Administrator. Such certificate may designate an alternate or alternates each of whom shall be entitled to perform all duties of the Authorized City Representative.

"Authorized Company Representative" means the Person at the time designated to act on behalf of the Company as evidenced by written certificate

furnished to the City and the Trustee containing the specimen signature of such Person and signed on behalf of the Company by an authorized officer of the Company. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Company Representative.

"Basic Rent" means the rental described in **Section 5.1** of the Lease.

"Bond" or **"Bonds"** means the Taxable Industrial Development Revenue Bonds (MajorLux 2 Project), Series 2026, in the maximum aggregate principal amount of $23,000,000, issued, authenticated and delivered under and pursuant to this Indenture.

"Bond Fund" means the "City of Blue Springs, Missouri, Bond Fund – MajorLux 2 Project" created in **Section 501** of this Indenture.

"Bond Purchase Agreement" means the agreement by that name with respect to the Bonds, dated as of _____, 2026, by and between the City and the Purchaser.

"Business Day" means any day other than a Saturday or Sunday or legal holiday or a day on which banks located in the city in which the payment office of the Trustee is required or authorized by law to remain closed.

"City" means the City of Blue Springs, Missouri, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri, and its successors and assigns.

"Closing Date" means the date identified in the Bond Purchase Agreement for the initial issuance and delivery of the Bonds.

"Closing Price" means the amount specified in writing by the Purchaser and agreed to by the City as the amount required to pay for the initial issuance of the Bonds on the Closing Date.

"Company" means Luxe One, LLC, a Missouri limited liability company, and its successors or assigns.

"Completion Date" means the date of execution of the certificate required pursuant to **Section 504** hereof.

"Costs of Issuance Fund" means the "City of Blue Springs, Missouri, Costs of Issuance Fund – MajorLux 2 Project" created in **Section 501** hereof.

"Cumulative Outstanding Principal Amount" means an amount equal to the aggregate of all amounts paid into the Project Fund in accordance with the provisions of this Indenture, the Bond Purchase Agreement and the Lease, as reflected in the bond registration records maintained by the Trustee or in the Table of Cumulative Outstanding Principal Amount set forth in the form of Bond in **Exhibit C** hereof.

"Event of Default" means, with respect to this Indenture, any Event of Default as defined in **Section 901** hereof and, with respect to the Lease, any Event of Default as described in **Section 12.1** of the Lease.

"Government Securities" means direct obligations of, or obligations the payment of principal of and interest on which are unconditionally guaranteed by, the United States of America.

"Indenture" means this Trust Indenture, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of **Article XI** hereof.

"Investment Securities" means any of the following securities:

(a) Government Securities;

(b) obligations of the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, and Farmers Home Administration;

(c) direct and general obligations of any state of the United States of America, to the payment of the principal of and interest on which the full faith and credit of such state is pledged, provided that at the time of their purchase under this Indenture such obligations are rated in either of the two highest rating categories by a nationally-recognized bond rating agency;

(d) certificates of deposit, whether negotiable or nonnegotiable, and U.S. dollar denominated deposit accounts issued by any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the Trustee or any of its affiliates), provided that such certificates of deposit or deposit accounts shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) through (c), inclusive, which shall have a market value at all times at least equal to the principal amount of such certificates of deposit and shall be deposited with the Trustee or a custodian bank, trust company or national banking association. The bank, trust company or national banking association holding each such certificate of deposit required to be so secured shall furnish the Trustee written evidence that the aggregate market value of all such obligations securing each such certificate of deposit will at all times be an amount at least equal to the principal amount of each

such certificate of deposit and the Trustee shall be entitled to rely on each such undertaking;

(e) shares of a fund registered under the Investment Company Act of 1940, as amended, whose shares are registered under the Securities Act of 1933, as amended, having assets of at least $100,000,000, and which shares, at the time of purchase, are rated by S&P and Moody's in one of the two highest rating categories (without regard to any refinements or gradation of rating category by numerical modifier or otherwise) assigned by such rating agencies for obligations of that nature; or

(f) any other investment approved in writing by the Authorized City Representative and the Owners of all of the Outstanding Bonds.

"Lease" means the Lease Agreement dated as of _____, 2026, between the City, as lessor, and the Company, as lessee, as from time to time amended and supplemented by Supplemental Leases in accordance with the provisions thereof and of **Article XII** of this Indenture.

"Lender" has the meaning set forth in the Lease.

"Moody's" means Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation is dissolved or liquidated or no longer performs the functions of a securities rating agency, "Moody's" will be deemed to refer to any other nationally recognized securities rating agency designated by the Authorized Company Representative.

"Outstanding" means, when used with reference to Bonds, as of a particular date, all Bonds theretofore authenticated and delivered, except:

(a) Bonds subsequently cancelled by the Trustee or delivered to the Trustee for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of **Section 1302** hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Indenture.

"Owner" or **"Bondowner"** means the registered owner of any Bond as recorded on the bond registration records maintained by the Trustee.

"Paying Agent" means the Trustee and any other bank or trust company designated by this Indenture as paying agent for the Bonds at which the principal of or interest on the Bonds shall be payable.

"Payment Date" means the date on which principal or interest on any Bond, whether at the stated maturity thereof or the redemption date thereof, is payable, which shall be December 1 of each year that the Bonds are Outstanding.

"Person" or **"person"** means an individual, partnership, corporation, business trust, joint stock company, limited liability company, bank, insurance company, unincorporated association, joint venture or other entity of whatever nature.

"Project" means the Project Site and the Project Improvements as they may at any time exist.

"Project Costs" means all costs of or relating to the acquisition, construction and improvement of the Project.

"Project Fund" means the "City of Blue Springs, Missouri, Project Fund – MajorLux 2 Project" created in **Section 501** hereof.

"Project Improvements" means all buildings, structures, improvements and fixtures to be purchased, constructed, installed and otherwise improved on the Project Site pursuant to **Article IV** of the Lease and paid for in whole or in part from the proceeds of Bonds, as described in **Exhibit B** attached hereto, and all additions, alterations, modifications and improvements thereof made pursuant to the Lease.

"Project Site" means all of the real estate as described in **Exhibit A** attached hereto and by this reference made a part hereof.

"Purchaser" means the entity identified in the Bond Purchase Agreement as the purchaser of the Bonds.

"S&P" means S&P Global Ratings, a division of Standard & Poor's Financial Services, LLC, its successors and assigns, and if such company is dissolved or liquidated or no longer performs the functions of a securities rating agency, "S&P" will be deemed to refer to any other nationally recognized securities rating agency designated by the Authorized Company Representative.

"State" means the State of Missouri.

"Supplemental Indenture" means any indenture supplemental or amendatory to this Indenture entered into by the City and the Trustee pursuant to **Article XI** hereof.

"Supplemental Lease" means any supplement or amendment to the Lease entered into pursuant to **Article XII** hereof.

"Trust Estate" means the Trust Estate described in the Granting Clauses of this Indenture.

"Trustee" means UMB Bank, N.A., Kansas City, Missouri, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, and its successor or successors and any other corporation which at the time may be substituted in its place pursuant to and at the time serving as Trustee under this Indenture.

"Unassigned Rights" means (a) the City's right to receive moneys for its own account, including but not limited to payments in lieu of taxes, (b) the City's rights to indemnification or to be protected from liabilities by insurance policies required by the Lease, and (c) the rights of the City to provide any consent or approval under the Lease and to enforce provisions of the Lease relating to the completion, condition or use of the Project.

Section 102. Rules of Interpretation

(a) Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing Persons shall include firms, associations and corporations, including public bodies, as well as natural Persons.

(b) Wherever in this Indenture it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(c) All references in this instrument to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words "herein," "hereof,"

"hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision.

(d) Whenever an item or items are listed after the word "including", such listing is not intended to be a listing that excludes items not listed.

(e) The Table of Contents and the Article and Section headings of this Indenture shall not be treated as a part of this Indenture or as affecting the true meaning of the provisions hereof.

ARTICLE II

THE BONDS

Section 201. Title and Amount of Bonds.

No Bonds may be issued under this Indenture except in accordance with the provisions of this Article. The Bonds authorized to be issued under this Indenture shall be designated as "City of Blue Springs, Missouri, Taxable Industrial Development Revenue Bonds (MajorLux 2 Project), Series 2026." The maximum total principal amount of Bonds that may be issued hereunder is hereby expressly limited to $23,000,000.

Section 202. Nature of Obligation.

The Bonds and the interest thereon shall be special obligations of the City payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease (excluding the Unassigned Rights), and not from any other fund or source of the City. The Bonds are secured by a pledge and assignment of the Trust Estate to the Trustee in favor of the Owners, as provided in this Indenture. The Bonds and the interest thereon shall not constitute general obligations of the City, the State or any political subdivision thereof, and neither the City, the State or related political

subdivision thereof shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional, charter or statutory debt limitation or restriction, and are not payable in any manner by taxation.

Section 203. Denomination, Number and Dating of the Bonds.

(a) The Bonds shall be issuable in the form of one fully-registered Bond, in substantially the form set forth in **Exhibit C** hereto, in the denomination of $0.01 or any multiple thereof.

(b) The Bonds shall be dated by the Trustee as of the date of initial delivery thereof as provided herein. If the Bonds are at any time thereafter transferred, any replacement Bonds shall be dated as of the date of authentication thereof.

Section 204. Method and Place of Payment of Bonds.

(a) The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for payment of public and private debts.

(b) Payment of the principal of the Bonds shall be made upon the presentation and surrender of such Bonds at the payment office of any Paying Agent named in the Bonds. The payment of principal on the Bonds shall be noted on the Bonds on **Schedule I** thereto and the registration books maintained by the Trustee pursuant to **Section 206** hereof. Payment of the interest on the Bonds shall be made by the Trustee on each Payment Date to the Person appearing on the registration books of the Trustee hereinafter provided for as the Owner thereof on the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Payment Date by check or draft mailed to such Owner at such Owner's address as it appears on such registration books.

(c) The Bonds and the original **Schedule I** thereto shall be held by the Trustee in trust, unless otherwise directed in writing by the Owner. If the Bonds are held by the Trustee, the Trustee shall, on each Payment Date, send a revised copy of **Schedule I** via facsimile or other electronic means to the Owner, the Company (if not the Owner) and the City. Absent manifest error, the amounts shown on **Schedule I** as noted by the Trustee shall be conclusive evidence of the principal amount paid on the Bonds.

(d) If there is one Owner of the Bonds, the Trustee is authorized to make the final or any interim payments of principal on such Bonds by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated in writing by such Owner and located in the continental United States. The Trustee is also authorized to make interest payments on such Bonds by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated by such Owner and located in the continental United States.

(e) If the Company or the Lender is the sole Owner of the Bonds, then the Company may set-off its obligation to the City as lessee under the Lease against the City's obligations to the Company or the Lender as the bondholder under this Indenture. The Trustee may conclusively rely on the absence of any notice from the Company to the contrary as evidence that such set-off has occurred. On the final Payment Date, the Company may deliver to the Trustee for cancellation the Bonds and the Company shall receive a credit against the Basic Rent payable by the Company under **Section 5.1** of the Lease in an amount equal to the remaining principal on the Bond so tendered for cancellation plus accrued interest thereon.

Section 205. Execution and Authentication of Bonds

(a) The Bonds shall be executed on behalf of the City by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of the

City Clerk, and shall have the corporate seal of the City affixed thereto or imprinted thereon. If any officer whose signature or facsimile thereof appears on the Bonds ceases to be such officer before the delivery of such Bond, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such Person had remained in office until delivery. Any Bond may be signed by such Persons as at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such Persons may not have been such officers.

(b) The Bonds shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in **Exhibit C** hereof, which shall be manually executed by the Trustee. No Bond shall be entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purposes until such Certificate of Authentication has been duly executed by the Trustee. The executed Certificate of Authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Indenture. The Certificate of Authentication on any Bond shall be deemed to have been duly executed if signed by any authorized signatory of the Trustee.

Section 206. Registration, Transfer and Exchange of Bonds

(a) The Trustee shall keep books for the registration and for the transfer of Bonds as provided in this Indenture.

(b) The Bonds may be transferred only upon the books kept for the registration and transfer of Bonds upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or such Owner's attorney or legal representative in such form as shall be satisfactory to the Trustee. In connection with any such transfer of the Bonds, the City and the Trustee shall receive an executed representation letter signed by the proposed assignee in

substantially the form of **Exhibit D** hereto. Upon any such transfer, the City shall execute and the Trustee shall authenticate and deliver in exchange for such Bond a new fully registered Bond or Bonds, registered in the name of the transferee, of any denomination or denominations authorized by this Indenture, in an aggregate principal amount equal to the outstanding principal amount of such Bond, of the same maturity and bearing interest at the same rate.

(c) In all cases in which Bonds are exchanged or transferred hereunder the provisions of any legend restrictions on the Bonds shall be complied with and the City shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this Indenture. All Bonds surrendered in any such exchange or transfer shall forthwith be cancelled by the Trustee. The City or the Trustee may make a reasonable charge for every such exchange or transfer of Bonds sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, and such charge shall be paid before any such new Bond shall be delivered. Neither the City nor the Trustee shall be required to make any such exchange or transfer of Bonds during the 15 days immediately preceding a Payment Date on the Bonds or, in the case of any proposed redemption of Bonds, during the 15 days immediately preceding the selection of Bonds for such redemption or after such Bonds or any portion thereof has been selected for redemption.

(d) If any Owner fails to provide a certified taxpayer identification number to the Trustee, the Trustee may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure, which amount may be deducted by the Trustee from amounts otherwise payable to such Owner under such Owner's Bond.

(e) The City and the Trustee consent to the pledge of the Bond to any Lender with a Mortgage (as such term is defined in the Lease) on all or any portion of the Project Site.

Section 207. Persons Deemed Owners of Bonds.

As to any Bond, the Person in whose name the same is registered as shown on the bond registration books required by **Section 206** hereof shall be deemed and regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of and interest on any such Bond shall be made only to or upon the order of the Owner thereof or a legal representative thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

Section 208. Authorization of the Bonds

(a) The Bonds are authorized in the aggregate maximum principal amount of $23,000,000 for the purpose of providing funds to pay Project Costs and the costs of issuing the Bonds, which Bonds shall be designated "City of Blue Springs, Missouri, Taxable Industrial Development Revenue Bonds (MajorLux 2 Project), Series 2026." The Bonds shall be dated as provided in **Section 203(b)** hereof, shall become due on **December 1, 2047** (subject to prior redemption as provided in **Article III** hereof) and shall bear interest as specified in **Section 208(f)** hereof, payable on the dates specified in **Section 208(f)** hereof.

(b) The Trustee is hereby designated as the Paying Agent. The Owners of a majority of Bonds then Outstanding may designate a different Paying Agent upon written notice to the City and the Trustee.

(c) The Bonds shall be executed without material variance from the form and in the manner set forth in **Exhibit C** hereto and delivered to the Trustee for authentication. Prior to or simultaneously with the authentication and delivery of the Bonds by the Trustee, there shall be filed with the Trustee electronic copies of the following:

(1) The ordinance passed by the City Council authorizing the issuance of the Bonds and the execution of this Indenture, the Lease, and the Bond Purchase Agreement;

(2) Executed counterparts of this Indenture, the Lease, and the Bond Purchase Agreement;

(3) A representation letter from the Purchaser in substantially the form attached as **Exhibit D** hereto (with such changes as may be agreed to by the City);

(4) A request and authorization to the Trustee on behalf of the City, executed by the Authorized City Representative, to authenticate the Bonds and deliver the same to or at the direction of the Purchaser upon payment to the Trustee, for the account of the City, of the purchase price thereof specified in the Bond Purchase Agreement. The Trustee shall be entitled to conclusively rely upon such request and authorization as to names of the purchaser and the amount of such purchase price;

(5) An opinion of counsel nationally recognized on the subject of municipal bonds to the effect that the Bonds are in proper form and have been duly authorized in accordance with the Constitution

and statutes of the State of Missouri, including the Act, and constitute valid and legally binding special obligations of the City; and

(6) Such other certificates, statements, receipts, opinions and documents as the Trustee shall reasonably require for the delivery of the Bonds.

(d) When the documents specified in subsection (c) of this Section have been filed with the Trustee, and when the Bonds have been executed and authenticated as required by this Indenture, the Purchaser shall pay the Closing Price to the Trustee, and the Trustee shall endorse the Bonds in an amount equal to the Closing Price and then either hold the Bonds in trust or if so directed in writing deliver the Bonds to or upon the order of the Purchaser.

(e) Following the initial issuance and delivery of the Bonds, the Company may submit additional requisition certificates in accordance with **Section 4.4** of the Lease, and the Trustee shall, based solely on the amount set forth in the requisition, endorse the Bonds in an amount equal to the amount set forth in each requisition certificate. The Trustee shall be entitled to rely upon a written waiver of receipt and payment of such amounts as long as the Company and the Owner are the same entity. The date of endorsement of each Principal Amount Advanced (as defined in subsection (g) below) as set forth on **Schedule I** to the Bonds shall be the date of receipt of each requisition certificate by the Trustee. The Trustee shall keep a record of the total requisitions submitted, and shall notify the City if the requisitions submitted exceed the maximum Cumulative Outstanding Principal Amount of the Bonds permitted hereunder.

(f) The Bonds shall bear interest at the rate of 7.50% per annum on the Cumulative Outstanding Principal Amount of the Bonds. Such interest shall be payable

in arrears on each December 1, commencing on December 1, 2026, and continuing thereafter until the Cumulative Outstanding Principal Amount is paid in full; provided that the aggregate maximum principal amount shall not exceed $23,000,000 and further provided that the Bonds shall be paid in full no later than **December 1, 2047**. Interest shall be calculated on the basis of a year of 360 days consisting of twelve months of 30 days each, and the payment of which will be reflected via a transaction entry on the trust records held by the Trustee and Paying Agent.

(g) The Trustee shall keep and maintain a record of the amount deposited or deemed to be deposited into the Project Fund pursuant to the terms of this Indenture as "Principal Amount Advanced" and shall enter the aggregate principal amount of the Bonds then Outstanding on its records as the "Cumulative Outstanding Principal Amount." On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the Owners, pursuant to the redemption provisions of this Indenture, the Trustee shall enter on its records the principal amount paid on the Bonds as "Principal Amount Redeemed," and shall enter the then Outstanding principal amount of the Bonds as "Cumulative Outstanding Principal Amount." The records maintained by the Trustee as to amounts deposited into the Project Fund or principal amounts paid on the Bonds shall be the official records of the Cumulative Outstanding Principal Amount for all purposes, absent manifest error, and shall be in substantially the form of the Table of Cumulative Outstanding Principal Amount as set out in the form of Bonds in **Exhibit C** hereto. If any moneys are deposited by the Trustee into the Project Fund, then the Trustee shall provide a statement of receipts and disbursements with respect thereto to the City and the Company upon written request. After the Project has been completed and the certificate of payment of all costs is filed as provided in **Section 504** hereof, the Trustee, upon written request, to the extent it has not already done so pursuant to this

Section or **Section 1012** hereof, shall file a final statement of receipts and disbursements with respect thereto with the City and the Company.

Section 209. Mutilated, Lost, Stolen or Destroyed Bonds

If any Bond becomes mutilated, or is lost, stolen or destroyed, the City shall execute and the Trustee shall authenticate and deliver a new Bond of like series, date and tenor as the Bond mutilated lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the City and the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to the Trustee to save each of the City and the Trustee harmless. If any such Bond has matured, instead of delivering a substitute Bond, the Trustee may pay the same without surrender thereof. Upon the issuance of any substitute Bond, the City and the Trustee may require the payment of an amount sufficient to reimburse the City and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

Section 210. Cancellation and Destruction of Bonds Upon Payment

(a) All Bonds which have been paid or redeemed or which the Trustee has purchased or which have otherwise been surrendered to the Trustee under this Indenture, either at or before maturity shall be cancelled by the Trustee immediately upon the payment, redemption or purchase of such Bonds and the surrender thereof to the Trustee.

(b) All Bonds cancelled under any of the provisions of this Indenture shall be destroyed by the Trustee. The Trustee shall execute a certificate describing the Bonds so

destroyed, and shall file executed counterparts of such certificate with the City and the Company.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds.

(a) The Bonds are subject to redemption and payment at any time before the stated maturity thereof, at the option of the City, upon written instructions from the Company, (1) in whole, if the Company exercises its option to purchase the Project and deposits an amount sufficient to effect such purchase pursuant to the Lease on the applicable redemption date, or (2) in part, if the Company prepays additional Basic Rent pursuant to the Lease. If only a portion of the Bonds are to be redeemed, (1) Bonds aggregating at least 10% of the maximum aggregate principal amount of Bonds authorized hereunder shall not be subject to redemption and payment before the stated maturity thereof, and (2) the Trustee shall keep a record of the amount of Bonds to remain Outstanding following such redemption. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date.

(b) The Bonds are subject to mandatory redemption, in whole or in part, to the extent of amounts deposited in the Bond Fund pursuant to **Sections 9.1** or **9.2** of the Lease, in the event of substantial damage to or destruction or condemnation of substantially all of the Project. Bonds to be redeemed pursuant to this paragraph shall be called for redemption by the Trustee on the earliest practicable date for which timely notice of redemption may be given as provided hereunder. Any redemption of Bonds

pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date. Before giving notice of redemption to the Owners pursuant to this paragraph (b), money in an amount equal to the redemption price shall have been deposited in the Bond Fund.

(c) In connection with a redemption under paragraphs (a) or (b) of this Section, at its option, the Company may deliver to the Trustee for cancellation any Bonds owned by the Company and not previously paid, and the Company shall receive a credit against the amounts payable by the Company for the redemption of such Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest.

Section 302. Effect of Call for Redemption.

Before or on the date fixed for redemption, funds, Government Securities, or a combination thereof, shall be placed with the Trustee which are sufficient to pay the Bonds called for redemption and accrued interest thereon, if any, to the redemption date. Upon the happening of the above conditions and appropriate written notice having been given, the Bonds or the portions of the principal amount of Bonds thus called for redemption shall cease to bear interest on the specified redemption date, and shall no longer be entitled to the protection, benefit or security of this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture. If the Bonds are fully redeemed before maturity and an amount of money equal to the Trustee's and the Paying Agent's agreed to fees and expenses hereunder accrued and to accrue in connection with such redemption is paid or provided for, the City shall, at the Company's direction, deliver to the Company the items described in **Section 11.2** of the Lease.

Section 303. Notice of Redemption.

If the Bonds are to be called for redemption as provided in **Section 301(a)** hereof, the Company shall deliver written notice to the City and the Trustee that it has elected to direct the City to redeem all or a portion of the Bonds at least 40 days (10 days if the Company is the Owner) prior to the scheduled redemption date. The Trustee shall then deliver written notice to the Owners at least 30 days (five days if the Company is the Owner) prior to the scheduled redemption date by facsimile and by first-class mail stating the date upon which the Bonds will be redeemed and paid, unless such notice period is waived by the Owners in writing.

ARTICLE IV

FORM OF BONDS

Section 401. Form Generally.

The Bonds and the Trustee's Certificate of Authentication to be endorsed thereon shall be issued in substantially the forms set forth in **Exhibit C** hereto. The Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any custom, usage or requirements of law with respect thereto.

ARTICLE V

CUSTODY AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Funds.

There are hereby created and ordered to be established in the custody of the Trustee the following special trust funds in the name of the City:

(a) "City of Blue Springs, Missouri, Project Fund – MajorLux 2 Project" (herein called the "Project Fund");

(b) "City of Blue Springs, Missouri, Costs of Issuance Fund – MajorLux 2 Project" (herein called the "Costs of Issuance Fund"); and

(c) "City of Blue Springs, Missouri, Bond Fund – MajorLux 2 Project" (herein called the "Bond Fund").

Section 502. Deposits into the Project Fund.

The proceeds of the sale of the Bonds (whether actually paid or deemed paid under **Section 208** hereof), including Additional Payments provided for in the Bond Purchase Agreement, when received, excluding such amounts required to be paid into the Bond Fund pursuant to **Section 601** hereof, shall be deposited by the Trustee into the Project Fund. Any money received by the Trustee from any other source for the purpose of purchasing, constructing and improving the Project shall pursuant to any directions from the Person depositing such moneys also be deposited into the Project Fund.

Section 503. Disbursements from the Project Fund.

(a) The moneys in the Project Fund shall be disbursed by the Trustee for the payment of, or reimbursement to the Company (or any other party that has made payment on behalf of the Company) for payment of, Project Costs upon receipt of requisition certificates signed by the Company in accordance with the provisions of **Article IV** of the Lease. The Trustee hereby covenants and agrees to disburse such moneys in accordance with such provisions.

(b) If, pursuant to **Section 208** hereof, the Trustee is deemed to have deposited into the Project Fund the amount specified in the requisition certificates submitted by the Company in accordance with the provisions of **Article IV** of the Lease, the Trustee shall upon endorsement of the Bonds in an equal amount be deemed to have disbursed such funds from the Project Fund to the Company (or such other purchaser designated by the Company) in satisfaction of the requisition certificate.

(c) In paying any requisition under this Section, the Trustee may rely as to the completeness and accuracy of all statements in such requisition certificate if such requisition certificate is signed by the Authorized Company Representative. If the City so requests in writing, a copy of each requisition certificate submitted to the Trustee for payment under this Section shall be promptly provided by the Trustee to the City. The City hereby authorizes and directs the Trustee to make disbursements in the manner and as provided for by the aforesaid provisions of the Lease.

Section 504. Completion of the Project.

The completion of the construction and improvement of the Project and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Trustee of the certificate required by the provisions of **Section 4.5** of the Lease. As soon as practicable after the Completion Date any balance remaining in the Project Fund shall without further authorization be transferred by the Trustee to the Bond Fund and applied as provided in **Section 4.6** of the Lease.

Section 505. Deposits into and Disbursements from the Costs of Issuance Fund.

Money deposited by the Company in the Costs of Issuance Fund shall be used solely to pay costs of issuing the Bonds or refunded to the Company as hereinafter provided. The Trustee shall without further authorization disburse from the Costs of Issuance Fund, to the extent available, money sufficient to pay the amounts shown in a

closing memorandum or requisition certificate provided to the Trustee on or before the date of delivery of the Bonds, in accordance with the invoices attached thereto. The Trustee may rely conclusively on the amounts due as shown in such document and will not be required to make any independent inspection or investigation in connection therewith. Any of such money not used to pay costs of issuance by the date that is six months after the Closing Date shall be refunded to the Company.

Section 506. Disposition Upon Acceleration.

If the principal of the Bonds has become due and payable pursuant to **Section 902** hereof, upon the date of payment by the Trustee of any moneys due as provided in **Article IX** hereof, any balance remaining in the Project Fund shall without further authorization be deposited in the Bond Fund by the Trustee, with advice to the City and to the Company of such action.

ARTICLE VI

REVENUES AND FUNDS

Section 601. Deposits Into the Bond Fund.

(a) The Trustee shall deposit into the Bond Fund, as and when received, (a) all Basic Rent payable by the Company to the City specified in **Section 5.1** of the Lease; (b) any Additional Rent payable by the Company specified in **Section 5.2** of the Lease; (c) any amount in the Project Fund to be transferred to the Bond Fund pursuant to **Section 504** or **Section 506** hereof; (d) subject to the terms and conditions of the Mortgage (as such term is defined in the Lease) with respect to the use thereof, any remaining balance of any Net Proceeds (as defined in the Lease) of condemnation awards or insurance received by the Trustee pursuant to **Article IX** of the Lease; (e) the amounts to be deposited in the Bond Fund pursuant to **Sections 9.1(f)** and **9.2(c)** of

the Lease; (f) all interest and other income derived from investments of Bond Fund moneys as provided in **Section 702** hereof; and (g) all other moneys received by the Trustee under and pursuant to any of the provisions of the Lease when accompanied by directions from the Person depositing such moneys that such moneys are to be paid into the Bond Fund.

(b) If the Company is not the sole Owner of the Bonds, the Trustee shall notify the Company in writing, at least 15 days before each date on which a payment is due under **Section 5.1** of the Lease, of the amount that is payable by the Company pursuant to such Section.

Section 602. Application of Moneys in the Bond Fund

(a) Except as provided in **Section 604** and **Section 908** hereof (or as may be specifically provided in the Lease), moneys in the Bond Fund shall be expended solely for the payment of the principal of and the interest on the Bonds as the same mature and become due or upon the redemption thereof before maturity; provided, however, that any amounts received by the Trustee as Additional Rent under **Section 5.2** of the Lease and deposited to the Bond Fund as provided in **Section 601** above, shall be expended by the Trustee for such items of Additional Rent as they are received or due without further authorization from the City.

(b) The City hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay the principal of and the interest on the Bonds as the same become due and payable and to make said funds so withdrawn available to the Paying Agent for the purpose of paying said principal and interest. To the extent the Company is the Owner of all of the Bonds Outstanding, payment may be made via transaction entry on the trust records held by Trustee.

(c) Whenever the amount in the Bond Fund from any source whatsoever is sufficient to redeem all of the Bonds Outstanding and to pay interest to accrue thereon before such redemption, the City covenants and agrees, upon request of the Company, to take and cause to be taken the necessary steps to redeem all such Bonds on the next succeeding redemption date for which the required redemption notice may be given or on such later redemption date as may be specified by the Company. The Trustee may use any moneys in the Bond Fund to redeem a part of the Bonds Outstanding in accordance with and to the extent permitted by **Article III** hereof so long as the Company is not in default with respect to any payments under the Lease and to the extent said moneys are in excess of the amount required for payment of Bonds theretofore matured or called for redemption and past due interest, if any, in all cases when such Bonds have not been presented for payment.

(d) After payment in full of the principal of and interest, if any, on the Bonds (or provision has been made for the payment thereof as provided in this Indenture), and the fees, charges and expenses of the Trustee, the City and any Paying Agent and any other amounts required to be paid under this Indenture and the Lease, all amounts remaining in the Bond Fund shall be paid to the Company upon the expiration or sooner termination of the Lease.

Section 603. Payments Due on Days Other than Business Days.

In any case where the date of maturity of principal of or interest, if any, on the Bonds or the date fixed for redemption of any Bonds is not a Business Day, then payment of principal or interest, if any, need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest, if any, shall continue to accrue for the period after such date.

Section 604. Nonpresentment of Bonds.

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

Section 605. Repayment to the Company from the Bond Fund.

After payment in full of the principal of and interest, if any, on the Bonds (or provision has been made for the payment thereof as provided in this Indenture), and the fees, charges and expenses of the Trustee, the City and any Paying Agent and any other amounts required to be paid under this Indenture and the Lease, all amounts remaining in the Bond Fund shall be paid to the Company upon the expiration or sooner termination of the Lease.

ARTICLE VII

SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 701. Moneys to be Held in Trust

All moneys deposited with or paid to the Trustee for account of the Bond Fund or the Project Fund under any provision of this Indenture, and all moneys deposited with or paid to any Paying Agent under any provision of this Indenture, shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture and the Lease, and, until used or applied as herein provided, shall constitute part of the Trust Estate and be subject to the lien hereof. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon in writing.

Section 702. Investment of Moneys in Project Fund and Bond Fund

Moneys held in the Project Fund and the Bond Fund shall, pursuant to written direction of the Company, signed by the Authorized Company Representative, be separately invested and reinvested by the Trustee in Investment Securities which mature or are subject to redemption by the Owner before the date such funds will be needed. If the Company fails to provide written directions concerning investment of moneys held in the Project Fund and the Bond Fund, the Trustee shall invest and re-invest in a money market fund that constitutes an Investment Security specified in paragraph (e) of the definition of Investment Securities, provided they mature or are subject to redemption before the date such funds will be needed. The Trustee is specifically authorized to implement its automated cash investment system to assure that cash on hand is invested and to charge its normal cash management fees and cash sweep account fees,

which may be deducted from income earned on investments; provided that any such fees shall not exceed the interest income on the investment. Any such Investment Securities shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund in which such moneys are originally held, and the interest accruing thereon and any profit realized from such Investment Securities shall be credited to such fund, and any loss resulting from such Investment Securities shall be charged to such fund. After the Trustee has notice pursuant to **Section 1001(h)** hereof of the existence of an Event of Default, the Trustee shall direct the investment of moneys in the Bond Fund and the Project Fund. The Trustee shall sell and reduce to cash a sufficient amount of such Investment Securities whenever the cash balance in any Fund is insufficient for the purposes of such Fund. In determining the balance in any Fund, investments in such Fund shall be valued at the lower of their original cost or their fair market value as of the most recent Payment Date. The Trustee may make any and all investments permitted by the provisions of this Section through its own bond department or any affiliate or short-term investment department. The Trustee may rely on the investment directions of the Authorized Company Representative as to both the suitability and legality of the directed investments.

Section 703. Record Keeping.

The Trustee shall maintain records designed to show compliance with the provisions of this Article and with the provisions of **Article VI** hereof for at least six years after the payment of all of the Outstanding Bonds.

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

Section 801. Payment of Principal and Interest.

The City covenants and agrees that it will, but solely from the rents, revenues and receipts derived from the Project and the Lease (excluding the Unassigned Rights) as described herein, deposit or cause to be deposited in the Bond Fund sufficient sums payable under the Lease promptly to meet and pay the principal of and the interest on the Bonds as they become due and payable at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof. Nothing herein shall be construed as requiring the City to operate the Project as a business other than as lessor or to use any funds or revenues from any source other than funds and revenues derived from the Project.

Section 802. Authority to Execute Indenture and Issue Bonds.

The City covenants that it is duly authorized under the Constitution and laws of the State to execute this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken; that the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the City according to the import thereof.

Section 803. Performance of Covenants.

The City covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all proceedings of its governing body pertaining thereto. The Trustee may take such action as it deems appropriate to enforce all such covenants, undertakings, stipulations and provisions of the City hereunder.

Section 804. Instruments of Further Assurance.

The City covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such Supplemental Indentures and such further acts, instruments, financing statements and other documents as the Trustee may reasonably require for the better pledging and assigning unto the Trustee the property and revenues herein described to the payment of the principal of and interest, if any, on the Bonds. The City covenants and agrees that, except as herein and in the Lease provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Project or the rents, revenues and receipts derived therefrom or from the Lease, or of its rights under the Lease.

Section 805. Recordings and Filings.

The City shall file or cause to be kept and filed all financing statements, and hereby authorizes the Trustee to file or cause to be kept and filed continuation statements with respect to such originally filed financing statements related to this Indenture in order to fully preserve and protect the security of the Owners and the rights of the Trustee hereunder provided a copy of the originally filed financing statement is timely delivered to the Trustee. Unless otherwise notified in writing by the Company or City, the Trustee may conclusively rely upon any originally filed financing statements in filing any continuation statements hereunder. The City will cooperate in causing this Indenture and all Supplemental Indentures, the Lease and all Supplemental Leases and all other security instruments to be recorded and filed in such manner and in such places as may be required by law in order to fully preserve and protect the security of the Owners and the rights of the Trustee hereunder.

Section 806. Inspection of Project Books.

The City covenants and agrees that all books and documents in its possession relating to the Project and the rents, revenues and receipts derived from the Project shall at all times be open to inspection by such accountants or other agencies as the Trustee may from time to time designate.

Section 807. Enforcement of Rights Under the Lease.

The City covenants and agrees that it will enforce all of its rights and all of the obligations of the Company (at the expense of the Company) under the Lease to the extent necessary to preserve the Project in good repair and reasonably safe operating condition, and to protect the rights of the Trustee and the Owners hereunder with respect to the pledge and assignment of the rents, revenues and receipts coming due under the Lease; provided that, the City and the Trustee, as its assignee, shall refrain from enforcing any such right or obligation (except for the Unassigned Rights or any other rights of the City or the Trustee to receive payments owing to either of them for their own account under the Indenture, the Lease or any other agreement related to the Bonds or for their rights of indemnification or to be protected from liabilities by insurance policies required by the Lease) if so directed in writing by the Owners of 100% of the Outstanding Bonds. The City agrees that the Trustee, as assignee of the rentals and other amounts to be received by the City and paid by the Company under the Lease, or in its name or in the name of the City, may enforce all rights of the City to receive such rentals and other amounts and all obligations of the Company to pay such rentals and other amounts under and pursuant to the Lease for and on behalf of the Owners, whether or not the City is in default hereunder.

ARTICLE IX

DEFAULT AND REMEDIES

Section 901. Events of Default; Notice; Opportunity to Cure.

If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) Default in the due and punctual payment of the principal on any Bond, whether at the stated maturity or accelerated maturity thereof, or at the date fixed for redemption thereof for a period of 5 days following written notice to the City and the Company by the Trustee or by the Owners of 25% in aggregate principal amount of the Bonds Outstanding;

(b) Default in the due and punctual payment of the interest on any Bond, whether at the stated maturity or accelerated maturity thereof, or at the date fixed for redemption thereof for a period of 5 days following written notice to the City and the Company by the Trustee or by the Owners of 25% in aggregate principal amount of the Bonds Outstanding;

Default as specified in **Section 12.1** of the Lease has occurred; or

(d) Default in the performance, or breach, of any other covenant or agreement under this Indenture.

No default specified above shall constitute an Event of Default until the City, the Trustee or the Owners of 25% in aggregate principal amount of all Bonds Outstanding has given actual notice of such default by registered or certified mail to the Company, and the Company has had 30 days after receipt of such notice to correct said default or cause said default to be corrected and has not corrected said default or caused said default to be corrected within such period; provided, however, if any such default (other

than a default in the payment of any money) is such that it cannot be corrected within such period, it shall not constitute an Event of Default if corrective action is instituted by the Company or the City (as the case may be) within such period and diligently pursued until the default is corrected.

Section 902. Acceleration of Maturity in Event of Default; Rescission.

If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, the Trustee may, and upon the written request of the Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding, shall, by notice in writing delivered to the City and the Company, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable. At any time after such a declaration of acceleration has been made, but before any judgment or decree for payment of money due on any Bonds has been obtained by the Trustee as provided in this Article, the owners of a majority in principal amount of the Bonds Outstanding may, by written notice to the Company and Trustee but with the written consent of the City, rescind and annul such declaration and its consequences if: (a) there is deposited with the Trustee a sum sufficient to pay: (1) all overdue installments of interest on all Bonds; (2) the principal of (and premium, if any, on) any Bonds which have become due otherwise than by such declaration of acceleration and interest thereon at the rate or rates prescribed therefor in such Bonds; and (3) all sums paid or advanced by the Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel; and (b) all events of default, other than the non-payment of the principal of Bonds which have become due solely by such declaration of acceleration, have been cured or have been waived as provided in **Section 910** of this Indenture.

Section 903. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession.

If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** hereof elapses, the City, upon demand of the Trustee, shall forthwith surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers and accounts of the City pertaining thereto, and including the rights and the position of the City under the Lease, and to hold, operate and manage the same, and from time to time make all needful repairs and improvements. The Trustee may lease the Project or any part thereof, in the name and for account of the City, and collect, receive and sequester the rents, revenues and receipts therefrom, and out of the same and any moneys received from any receiver of any part thereof pay, and set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including without limitation (a) reasonable compensation to the Trustee, its agents and counsel, (b) any reasonable charges of the Trustee hereunder, (c) any taxes and assessments and other charges having a lien that is senior to the lien of this Indenture, (d) all expenses of such repairs and improvements and (e) any amounts payable under the Lease to the City for its own account. The Trustee shall apply the remainder of the moneys so received in accordance with the provisions of **Section 908** hereof. Whenever all that is due upon the Bonds has been paid and all defaults cured, the Trustee shall surrender possession of the Trust Estate to the City, its successors or assigns, the same right of entry, however, to exist upon any subsequent Event of Default. While in possession of such property, the Trustee shall render annually to the City and the Company a summarized statement of receipts and expenditures in connection therewith.

Section 904. Appointment of Receivers in Event of Default.

If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate or any part thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 905. Exercise of Remedies by the Trustee.

(a) Upon the occurrence of an Event of Default, the Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of and interest on the Bonds then Outstanding and all other amounts due hereunder, and to enforce and compel the performance of the duties and obligations of the City or the Company as herein set forth or as set forth in the Lease, respectively.

(b) If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, and if requested to do so by (1) the City (in the case of an Event of Default pursuant to any subsection of **Section 12.1** of the Lease other than **Section 12.1(a)**), or (2) the Owners of 25% in aggregate principal amount of Bonds then Outstanding, and if indemnified as provided in subsection (l) of **Section 1001** hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, shall deem most expedient and in the interests of the City or the Owners, as the case may be.

(c) All rights of action under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without necessity of joining as plaintiffs or defendants any Owners, and any recovery of judgment shall, subject to the provisions of **Section 908** hereof, be for the equal benefit of all the Owners of the Outstanding Bonds.

Section 906. Limitation on Exercise of Remedies by Owners.

No Owner shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless (a) a default has occurred of which the Trustee has been notified as provided in **Section 1001(h)** hereof or of which by said subsection the Trustee is deemed to have notice, (b) such default has become an Event of Default, (c) the Owners of 25% in aggregate principal amount of Bonds then Outstanding have made written request to the Trustee, have offered it reasonable opportunity either to proceed for such reasonable period not to exceed 60 days following such notice and to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and have offered to the Trustee indemnity as provided in **Section 1001(l)** hereof, and (d) the Trustee thereafter fails or refuses to exercise the powers herein granted or to institute such action, suit or proceeding in its own name; such notification, request and offer of indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more Owners shall have any right in any manner whatsoever to affect, disturb or prejudice this

Indenture by their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Bonds then Outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Owner to payment of the principal of and interest on any Bond at and after the maturity thereof or the obligation of the City to pay the principal of and interest on each of the Bonds issued hereunder to the respective Owners thereof at the time, place, from the source and in the manner herein and in the Bonds expressed.

Section 907. Right of Owners to Direct Proceedings.

(a) The Owners of a majority in aggregate principal amount of Bonds then Outstanding may, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, including **Section 1001(l)** hereof.

(b) Notwithstanding any provision in this Indenture to the contrary, including paragraph (a) of this Section, the Owners shall not have the right to control or direct any remedies hereunder upon an Event of Default under **Section 12.1(b)** or **(c)** (but only with respect to Unassigned Rights) or **Section 12.1(d), (e)** or **(f)** of the Lease.

Section 908. Application of Moneys in Event of Default.

(a) All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment *first* of the cost and expenses of the proceedings resulting in the collection of such moneys and of the fees,

expenses, liabilities and advances incurred or made by the Trustee (including any attorneys fees and expenses) and amounts to be paid pursuant to **Section 903** hereof, and *second* of any obligations outstanding under the Lease, be deposited in the Bond Fund and all moneys so deposited in the Bond Fund shall be applied as follows:

(1) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

FIRST -- To the payment to the Persons entitled thereto of all installments of interest, if any, then due and payable on the Bonds, in the order in which such installments of interest became due and payable, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege;

SECOND -- To the payment to the Persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due and payable (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment, ratably, according to the amount of principal due on such date, to

the Persons entitled thereto without any discrimination or privilege.

(2) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest, if any, then due and unpaid on all of the Bonds, without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment of interest or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Person entitled thereto, without any discrimination or privilege.

(3) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of **Section 910** hereof, then, subject to the provisions of subsection (2) of this Section in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (1) of this Section.

(b) Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available and which may become available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be a Payment Date unless it shall deem another date more suitable) upon which such application is to be made and

upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue.

(c) Whenever all of the Bonds and interest thereon, if any, have been paid under the provisions of this Section, and all fees, expenses and charges of the City and the Trustee and any other amounts required to be paid under this Indenture and the Lease have been paid, any balance remaining in the Bond Fund shall be paid to the Company as provided in **Section 602** hereof.

Section 909. Remedies Cumulative.

No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Owners hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient. If the Trustee has proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry, or otherwise, and such proceedings have been discontinued or abandoned for any reason, or have been determined adversely, then and in every such case the City, the Company, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 910. Waivers of Events of Default.

The Trustee shall waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest, if any, on Bonds, and only upon the written request of the Owners of at least 50% in aggregate principal amount of all the Bonds then Outstanding, provided, however, that (1) there shall not be waived without the consent of the City an Event of Default hereunder arising from an Event of Default under any subsection of **Section 12.1** of the Lease other than **Section 12.1(a)**, and (2) there shall not be waived without the consent of the Owners of all the Bonds Outstanding (a) any Event of Default in the payment of the principal of any Outstanding Bonds when due (whether at the date of maturity or redemption specified therein), or (b) any Event of Default in the payment when due of the interest on any such Bonds, unless prior to such waiver or rescission, all arrears of interest, or all arrears of payments of principal when due, as the case may be, and all reasonable expenses of the Trustee and the City (including reasonable attorneys' fees and expenses), in connection with such default, shall have been paid or provided for. In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the City, the Company, the Trustee and the Owners shall be restored to their former positions, rights and obligations hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

ARTICLE X

THE TRUSTEE

Section 1001. Acceptance of the Trusts.

The Trustee hereby accepts the trusts imposed upon it by this Indenture, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) The Trustee, before the occurrence of an Event of Default and after the curing or waiver of all Events of Default that may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If any Event of Default has occurred and is continuing, subject to **Section 1001(l)** hereof, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and shall use the same degree of care and skill in their exercise, as a prudent Person would exercise or use under the circumstances in the conduct of its own affairs.

(b) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, affiliates, attorneys or receivers and shall not be responsible for any misconduct or negligence on the part of any agent, attorney or receiver appointed or chosen by it with due care. The Trustee may conclusively rely upon and act or refrain from acting upon any opinion or advice of counsel, who may be counsel to the City or to the Company, concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such agents, attorneys and receivers as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action or inaction by it taken or omitted to be taken in good faith in reliance upon such opinion or advice of counsel addressed to the City or the Trustee.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds (except with respect to the Certificate of Authentication of the Trustee endorsed on the

Bonds), or except as provided in the Lease and particularly **Section 10.8** thereof, for the recording or rerecording, filing or refiling of this Indenture or any security agreement in connection therewith (excluding the continuation of Uniform Commercial Code financing statements), or for insuring the Project or collecting any insurance moneys, or for the validity of the execution by the City of this Indenture or of any Supplemental Indentures or instruments of further assurance, or for the sufficiency of the security of the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with **Article VII** hereof.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated and delivered hereunder. The Trustee, in its individual or any other capacity, may become the Owner or pledgee of Bonds with the same rights that it would have if it were not Trustee. The Trustee shall not be accountable for the use or application by the City or the Company of the proceeds of any of the Bonds or of any money paid to or upon the order of the City or Company under any provision of this Indenture.

(e) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, affidavit, letter, telegram or other paper or document provided for under this Indenture believed by it to be genuine and correct and to have been signed, presented or sent by the proper Person or Persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any Person who, at the time of making such request or giving such authority or consent is an Owner, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established before taking, suffering or omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed by the Authorized City Representative or an Authorized Company Representative as sufficient evidence of the facts therein contained, and before the occurrence of a default of which the Trustee has been notified as provided in subsection (h) of this Section or of which by said subsection it is deemed to have notice, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee is under no duty to perform an independent investigation as to any statement or fact contained in any such certificate, opinion or advice it obtains regarding the accuracy or truth of any statement or correctness of any opinion. The Trustee shall not be liable for any action or inaction taken in good faith in reliance on such a certificate or any advice received from counsel, and the Trustee may conclusively rely as to the truth of the statements and the correctness of the opinions or statements expressed therein.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct. In no event shall the Trustee be liable for consequential damages. The Trustee shall not be liable for any act or omission, in the absence of bad faith, when the Trustee reasonably believes the act or failure to act is authorized and within its powers to perform under the Indenture.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the City to cause to be made any of

the payments to the Trustee required to pay the principal of and the interest on the Bonds as the same become due and payable, unless the Trustee is specifically notified in writing of such default by the City or by the Owners of at least 25% in aggregate principal amount of all Bonds then Outstanding.

(i) At any and all reasonable times and subject to the Company's reasonable and standard security procedures, the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives may, but shall not be required to, inspect any and all of the Project, and all books, papers and records of the City pertaining to the Project and the Bonds, and to take such memoranda from and in regard thereto as may be desired. The Trustee shall treat all proprietary information of the Company as confidential.

(j) The Trustee shall not be required to give any bond or surety in respect to the execution of its trusts and powers hereunder or otherwise in respect of the Project.

(k) The Trustee may, but shall not be required to, demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee deemed desirable for the purpose of establishing the right of the City to the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) Notwithstanding anything in the Indenture or the Lease to the contrary, before taking any action under this Indenture other than the payments from moneys on deposit in the Project Fund or the Bond Fund, as provided herein, the Trustee may require that satisfactory indemnity be furnished to it for the reimbursement of all costs

and expenses to which it may be put and to protect it against all liability which it may incur in or by reason of such action, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.

(m) Notwithstanding any other provision of this Indenture to the contrary, any provision relating to the conduct of, intended to provide authority to act, right to payment of fees and expenses, protection, immunity and indemnification to the Trustee, shall be interpreted to include any action of the Trustee, whether it is deemed to be in its capacity as Trustee, bond registrar or Paying Agent.

(n) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds and shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds.

(o) None of the provisions of this Indenture shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it.

Section 1002. Fees, Charges and Expenses of the Trustee.

The Trustee shall be entitled to payment of and/or reimbursement for reasonable fees for its ordinary services rendered hereunder and all advances, agent and counsel fees and other ordinary expenses reasonably made or incurred by the Trustee in connection with such ordinary services. If it becomes necessary for the Trustee to perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and

to reimbursement for reasonable extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the neglect or willful misconduct of the Trustee, it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent for the Bonds. Pursuant to the provisions of **Section 5.2** of the Lease, the Company has agreed to pay to the Trustee all reasonable fees, charges and expenses of the Trustee under this Indenture. The Trustee agrees that the City shall have no liability for any reasonable fees, charges and expenses of the Trustee, and the Trustee agrees to look only to the Company for the payment of all reasonable fees, charges and expenses of the Trustee and any Paying Agent as provided in the Lease. Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a lien with right of payment before payment on account of principal of or interest on any Bond, upon all moneys in its possession under any provisions hereof for the foregoing reasonable advances, fees, costs and expenses incurred. The Trustee's right to compensation and indemnification relating to period during which it serves as Trustee hereunder shall survive the satisfaction and discharge of this Indenture or it resignation or removal hereunder and payment in full of the Bonds.

Section 1003. Notice to Owners if Default Occurs.

If a default occurs of which the Trustee is by **Section 1001(h)** hereof required to take notice or if notice of default is given as in said subsection (h) provided, then the Trustee shall give written notice thereof to the last known Owners of all Bonds then Outstanding as shown by the bond registration books required by **Section 206** hereof to be kept at the corporate trust office of the Trustee.

Section 1004. Intervention by the Trustee.

In any judicial proceeding to which the City is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners, the Trustee may intervene on behalf of Owners and, subject to the provisions of **Section 1001(l)** hereof, shall do so if requested in writing by the Owners of at least 25% of the aggregate principal amount of Bonds then Outstanding.

Section 1005. Successor Trustee Upon Merger, Consolidation or Sale.

With the prior written consent of the Company, any corporation or association into which the Trustee may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

Section 1006. Resignation of Trustee.

The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 30 days' written notice to the City, the Company and the Owners, and such resignation shall take effect at the end of such 30 days, or upon the earlier appointment of a successor Trustee by the Owners or by the City; provided, however, that in no event shall the resignation of the Trustee or any successor trustee become effective until such time as a successor trustee has been appointed and has accepted the appointment. If no successor has been appointed and accepted the appointment

within 30 days after the giving of such notice of resignation, the Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee. The Trustee's rights to indemnity and to any fees, charges or other amounts due and payable to it shall survive such resignation.

Section 1007. Removal of Trustee.

The Trustee may be removed at any time, with or without cause, by an instrument or concurrent instruments in writing (a) delivered to the Trustee, the City and the Company and signed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding, or (b) so long as no Event of Default under this Indenture or the Lease shall have occurred and be continuing, delivered to the Trustee, the Company and the Owners and signed by the City. The Trustee's rights to indemnity and to any fees, charges or other amounts due and payable to it shall survive such removal.

Section 1008. Appointment of Successor Trustee.

If the Trustee hereunder resigns or is removed, or otherwise becomes incapable of acting hereunder, or if it is taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Trustee (a) reasonably acceptable to the City may be appointed by the Company (so long as no Event of Default has occurred and is continuing), or (b) reasonably acceptable to the City and the Company may be appointed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing; provided, nevertheless, that in case of such vacancy, the City, by an instrument executed and signed by its Mayor or City Administrator and attested by its City Clerk under its seal, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed in the manner above provided. Any such temporary Trustee so appointed by the City shall immediately and without further acts be superseded by the successor

Trustee so appointed as provided above. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing and qualified to accept such trust with a corporate trust office in the State, and having, or whose obligations are guaranteed by a financial institution having, a reported capital, surplus and undivided profits of not less than $50,000,000. If no successor Trustee has been so appointed and accepted appointment in the manner herein provided, the Trustee or any Owner may petition any court of competent jurisdiction for the appointment of a successor Trustee, until a successor shall have been appointed as above provided.

Section 1009. Vesting of Trusts in Successor Trustee.

Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City and the Company an instrument in writing accepting such appointment hereunder, and thereupon such successor shall, without any further act, deed or conveyance, become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor and the duties and obligations of such predecessor hereunder shall thereafter cease and terminate; but such predecessor shall, nevertheless, on the written request of the City, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder; every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the City be required by any predecessor or successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

Section 1010. Right of Trustee to Pay Taxes and Other Charges.

If any tax, assessment or governmental or other charge upon, or insurance premium with respect to, any part of the Project is not paid as required herein or in the Lease, the Trustee may pay such tax, assessment or governmental charge or insurance premium, without prejudice, however, to any rights of the Trustee or the Owners hereunder arising in consequence of such failure; any amount at any time so paid under this Section, with interest thereon from the date of payment at the rate of 10% per annum, shall become an additional obligation secured by this Indenture, and the same shall be given a preference in payment over any payment of principal of or interest on the Bonds, and shall be paid out of the proceeds of rents, revenues and receipts collected from the Project, if not otherwise caused to be paid; but the Trustee shall be under no obligation to make any such payment unless it shall have been requested to do so by the Owners of at least 25% of the aggregate principal amount of Bonds then Outstanding and shall have been provided adequate funds for the purpose of such payment.

Section 1011. Trust Estate May be Vested in Co-Trustee.

(a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the State) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture or the Lease, and in particular in case of the enforcement of either this Indenture or the Lease upon the occurrence of an Event of Default or if the Trustee deems that by reason of any present or future law of any jurisdiction it cannot exercise any of the powers, rights or remedies herein granted to the Trustee, or take any other action which may be desirable or necessary in connection therewith, it may be necessary or desirable that the Trustee

appoint an additional individual or institution as a co-trustee or separate trustee, and the Trustee is hereby authorized to appoint such co-trustee or separate trustee.

(b) If the Trustee appoints an additional individual or institution as a co-trustee or separate trustee (which appointment shall be subject to the approval of the Company), each and every remedy, power, right, claim, demand, cause of action, immunity, title, interest and lien expressed or intended by this Indenture to be exercised by the Trustee with respect thereto shall be exercisable by such co-trustee or separate trustee but only to the extent necessary to enable such co-trustee or separate trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such co-trustee or separate trustee shall run to and be enforceable by either of them.

(c) Should any deed, conveyance or instrument in writing from the City be required by the co-trustee or separate trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to such co-trustee such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

(d) If any co-trustee or separate trustee shall die, become incapable of acting, resign or be removed, all the properties, rights, powers, trusts, duties and obligations of such co-trustee or separate trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a successor to such co-trustee or separate trustee.

Section 1012. Accounting.

The Trustee shall render an annual accounting for the period ending December 31 of each year, within 90 days following the end of such year, to the City, the Company and to any Owner requesting the same and, upon the request of the City, the Company or any Owner, a monthly accounting to any such party, showing in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and the balance in any funds or accounts created by this Indenture as of the beginning and close of such accounting period.

Section 1013. Performance of Duties Under the Lease.

The Trustee hereby accepts and agrees to perform all duties and obligations assigned to it under the Lease.

ARTICLE XI

SUPPLEMENTAL INDENTURES

Section 1101. Supplemental Indentures Not Requiring Consent of Owners.

The City and the Trustee may from time to time, without the consent of or notice to any of the Owners, enter into such Supplemental Indenture or Supplemental Indentures as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Indenture, or to make any other change which, in the judgment of the Trustee, is not to the material prejudice of the Trustee or the Owners (provided the Trustee is entitled to receive and may conclusively rely upon an opinion of counsel in exercising such judgment);

(b) To grant to or confer upon the Trustee for the benefit of the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners or the Trustee or either of them;

(c) To more precisely identify any portion of the Project or to add additional property thereto;

(d) To conform the Indenture to amendments to the Lease made by the City and the Company; or

(e) To subject to this Indenture additional revenues, properties or collateral.

Section 1102. Supplemental Indentures Requiring Consent of Owners.

(a) Exclusive of Supplemental Indentures covered by **Section 1101** hereof and subject to the terms and provisions contained in this Section, and not otherwise, the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding may, from time to time, anything contained in this Indenture to the contrary notwithstanding, consent to and approve the execution by the City and the Trustee of such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the City for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that without the consent of the Owners of 100% of the principal amount of the Bonds then Outstanding, nothing in this Indenture contained shall permit or be construed as permitting (1) an extension of the maturity or a shortening of the redemption date of the principal of or the interest, if any, on any Bond issued hereunder, or (2) a reduction in the principal amount of any Bond or the rate of interest thereon, if any, or (3) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (4) a reduction in the aggregate

principal amount of Bonds; for any of which the consent of the Owners of 100% of the principal amount of the affected Bonds then Outstanding is required.

(b) If at the time the City requests the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section, the Trustee shall cause notice of the proposed execution of such Supplemental Indenture to be mailed to each Owner as shown on the bond registration books required by **Section 206** hereof. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the City following the mailing of such notice, the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

Section 1103. Company's Consent to Supplemental Indentures.

Anything herein to the contrary notwithstanding, a Supplemental Indenture under this Article that affects any rights of the Company shall not become effective unless and until the Company and the Lender shall have consented in writing to the execution and delivery of such Supplemental Indenture. The Trustee shall cause notice of the proposed execution and delivery of any Supplemental Indenture (regardless of whether it affects the Company's rights) together with a copy of the proposed Supplemental Indenture to be mailed to the Company and the Lender at least 15 days prior to the proposed date of execution and delivery of the Supplemental Indenture.

Section 1104. Opinion of Counsel.

In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee and the City shall receive, and, shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture and will, upon the execution and delivery thereof, be a valid and binding obligation of the City. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's rights, duties or immunities under this Indenture or otherwise.

ARTICLE XII

SUPPLEMENTAL LEASES

Section 1201. Supplemental Leases Not Requiring Consent of Owners.

The City and the Trustee shall, without the consent of or notice to the Owners, consent to the execution of any Supplemental Lease or Supplemental Leases by the City and the Company as may be required (a) by the provisions of the Lease and this Indenture, (b) for the purpose of curing any ambiguity or formal defect or omission in the Lease, (c) so as to more precisely identify the Project or add additional property thereto or (d) in connection with any other change therein which, in the judgment of the Trustee, does not materially and adversely affect the Trustee or security for the Owners (provided the Trustee is entitled to receive and may conclusively rely upon an opinion of counsel in exercising such judgment).

Section 1202. Supplemental Leases Requiring Consent of Owners.

Except for Supplemental Leases as provided for in **Section 1201** hereof, neither the City nor the Trustee shall consent to the execution of any Supplemental Lease or Supplemental Leases by the City or the Company without the mailing of notice and the obtaining of the written approval or consent of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding given and obtained as provided in **Section 1102** hereof. If at any time the City and the Company shall request the consent of the Trustee to any such proposed Supplemental Lease, the Trustee shall cause notice of such proposed Supplemental Lease to be mailed in the same manner as provided in **Section 1102** hereof with respect to Supplemental Indentures. Such notice shall briefly set forth the nature of such proposed Supplemental Lease and shall state that copies of the same are on file in the corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the City following the mailing of such notice, the Owners of not less than 50% in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Lease shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

Section 1203. Opinion of Counsel.

In executing or consenting to any Supplemental Lease permitted by this Article, the City and the Trustee shall receive, and shall be fully protected in relying upon, an opinion of counsel addressed to the Trustee and the City stating that the executing of such

Supplemental Lease is authorized or permitted by the Lease and this Indenture and the applicable law and will upon the execution and delivery thereof be valid and binding obligations of the parties thereof.

ARTICLE XIII

SATISFACTION AND DISCHARGE OF INDENTURE

Section 1301. Satisfaction and Discharge of this Indenture.

(a) When the principal of and interest on all the Bonds have been paid in accordance with their terms or provision has been made for such payment, as provided in **Section 1302** hereof, and provision also made for paying all other sums payable hereunder and under the Lease, including the reasonable fees and expenses of the Trustee, the City and Paying Agent to the date of retirement of the Bonds, then the right, title and interest of the Trustee in respect hereof shall thereupon cease, determine and be void. Thereupon, the Trustee shall cancel, discharge and release this Indenture and shall upon the written request of the City or the Company execute, acknowledge and deliver to the City such instruments of satisfaction and discharge or release as shall be required to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the City (subject to the City's obligations under **Section 11.2** of the Lease) any property at the time subject to this Indenture which may then be in its possession, except amounts in the Bond Fund required to be paid to the Company under **Section 602** hereof and except funds or securities in which such funds are invested held by the Trustee for the payment of the principal of and interest on the Bonds.

(b) The City is hereby authorized to accept a certificate by the Trustee that the whole amount of the principal and interest, if any, so due and payable upon all of the

Bonds then Outstanding has been paid or such payment provided for in accordance with **Section 1302** hereof as evidence of satisfaction of this Indenture, and upon receipt thereof shall cancel and erase the inscription of this Indenture from its records.

Section 1302. Bonds Deemed to be Paid.

(a) Bonds shall be deemed to be paid within the meaning of this Article when payment of the principal of and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture, or otherwise), either (1) have been made or caused to be made in accordance with the terms thereof, or (2) have been provided for by depositing with the Trustee or other commercial bank or trust company having full trust powers and authorized to accept trusts in the State in trust and irrevocably set aside exclusively for such payment (i) moneys sufficient to make such payment or (ii) Government Securities maturing as to principal and interest in such amount and at such times as will insure the availability of sufficient moneys to make such payment, or (3) have been provided for by surrendering the Bonds to the Trustee for cancellation. At such time as Bonds are deemed to be paid hereunder, as aforesaid, they shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of such payment from such moneys or Government Securities.

(b) Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed before the stated maturities thereof, no deposit under clause (2) of the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until, as to all such Bonds which are to be redeemed before their respective stated maturities, proper notice of such redemption shall have been given in accordance with **Article III** hereof or irrevocable instructions shall have been given to the Trustee to give such notice.

(c) Notwithstanding any provision of any other section of this Indenture which may be contrary to the provisions of this Section, all moneys or Government Securities set aside and held in trust pursuant to the provisions of this Section for the payment of Bonds shall be applied to and used solely for the payment of the particular Bonds, with respect to which such moneys and Government Securities have been so set aside in trust.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401. Consents and Other Instruments by Owners.

(a) Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in Person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds (other than the assignment of ownership of a Bond) if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

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

(ii) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the registration books of the City maintained by the Trustee pursuant to Section 206 hereof.

(b) In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by the Company shall be disregarded and deemed not to be Outstanding under this Indenture, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded; provided, the foregoing provisions shall not be applicable if the Company is the only Owner of the Bonds. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and the pledgee is not the Company or any affiliate thereof.

Section 1402. Limitation of Rights Under this Indenture.

With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give any Person other than the parties hereto, and the Owners, if any, any right, remedy or claim under or in respect to this Indenture, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, the Lender and the Owners, as herein provided.

Section 1403. Notices.

It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Indenture to be given or filed with the City, the Trustee, the Company, the Lender or Owners if the same is duly mailed, postage prepaid, sent by overnight delivery or other delivery service, or by email, as follows:

(a) To the City:

City of Blue Springs, Missouri
903 W. Main Street
Blue Springs, Missouri 64015
Attention: City Clerk

(b) To the Trustee:

UMB Bank, N.A.
928 Grand Blvd., 12th Floor
Kansas City, Kansas 64106
Attention: Corporate Trust Department

(c) To the Company:

Luxe One LLC
1501 NW North Ridge Drive
Blue Springs, Missouri 64015
Attention: Major Hammett and Dave Williams

With a copy to:

Polsinelli, P.C.
900 W. 48th Street, Suite 900
Kansas City, MO 64112

Attention: Curtis J. Petersen

(d) To the Lender: At such address as may be provided by the Lender or the Company in writing to the City and the Trustee at their addresses shown above.

(e) To the Owners if the same is duly mailed by first class, registered or certified mail addressed to each of the Owners of Bonds at the time Outstanding as shown by the bond registration books required by **Section 206** hereof to be kept at the corporate trust office of the Trustee.

All notices given by certified or registered mail as aforesaid shall be deemed fully given as of the date they are so mailed, provided that any of the foregoing given to the Trustee shall be effective only upon receipt. All notices given by overnight delivery or other delivery service shall be deemed fully given as of the date when received. A duplicate copy of each notice, certificate or other communication given hereunder by either the City or the Trustee to the other shall also be given to the Company. The City, the Company and the Trustee may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 1404. Severability.

If any provision of this Indenture shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any

other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

Section 1405. Execution in Counterparts.

This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1406. Governing Law.

This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1407. Electronic Storage.

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

Section 1408. Electronic Notice to Trustee.

The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent in writing or by electronic notice, provided, however, that such instructions or directions shall be signed by an Authorized Company Representative. If the Company elects to give the instructions by electronic notice, the Trustee may deem such instructions controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. Pursuant to the Lease, the Company agrees to assume

all risks arising out of the use of such electronic notice to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk or interception and misuse by third parties.

[remainder of page intentionally left blank]

Signatures and Seal

IN WITNESS WHEREOF, City of Blue Springs, Missouri, has caused this Indenture to be signed in its name and behalf by its Mayor and the seal of the City to be hereunto affixed and attested by the City Clerk, and to evidence its acceptance of the trusts hereby created, the Trustee has caused this Indenture to be signed in its name and behalf by a duly authorized officer, all as of the date first above written.

CITY OF BLUE SPRINGS, MISSOURI

[SEAL]

By: _____

Name: Chris Lievsay

Title: Mayor

ATTEST:

By: _____

Name: Erin Ford

Title: City Clerk

UMB BANK, N.A.,

as Trustee

CITY OF BLUE SPRINGS, MISSOURI

As Trustee

[SEAL]

By: _____

Name:

Title:

ATTEST:

By: _____

Name:

Title:

EXHIBIT A

PROJECT SITE

The following described real estate located in Jackson County, Missouri:

Lot 5, NORTH RIDGE LOTS 1 – 5, a subdivision in Blue Springs, Jackson County, Missouri.

EXHIBIT B

PROJECT IMPROVEMENTS

The Project Improvements consist of the following, to the extent paid for in whole with Bond proceeds: acquiring approximately 2.89 acres of land and constructing a mixed-use development consisting of 70 residential units and approximately 11,887 square feet of retail space. The Project will include parking lot improvements, approximately 15 garage parking spaces, open area lounge and lobby, patio with grills and a fire pit, fitness center, a rooftop indoor/outdoor lounge, and associated utilities and infrastructure.

EXHIBIT C

FORM OF BONDS

THIS BOND OR ANY PORTION HEREOF MAY BE TRANSFERRED, ASSIGNED OR NEGOTIATED ONLY AS PROVIDED IN THE HEREIN DESCRIBED INDENTURE.

No. 1 **Not to Exceed $23,000,000**

UNITED STATES OF AMERICA
STATE OF MISSOURI

CITY OF BLUE SPRINGS, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND
(MAJORLUX 2 PROJECT)
SERIES 2026

Interest Rate	Maturity Date	Dated Date
7.50%	December 1, 2047	_____, 2026

OWNER: **LUXE ONE, LLC**

MAXIMUM PRINCIPAL AMOUNT: **TWENTY-THREE MILLION DOLLARS**

THE CITY OF BLUE SPRINGS, MISSOURI, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri (the "City"), for value received, promises to pay, but solely from the source hereinafter referred to, to the Owner named above, or registered assigns thereof, on the Maturity Date shown above, the principal amount shown above, or such lesser amount as may be outstanding hereunder as reflected on **Schedule I** hereto held by the Trustee as provided in the hereinafter referred to Indenture. The City agrees to pay such principal amount to the Owner in any coin or currency of the United States of America

which on the date of payment thereof is legal tender for the payment of public and private debts, and in like manner to pay to the Owner hereof, either by check or draft mailed to the Owner at a stated address as it appears on the bond registration books of the City kept by the Trustee under the within mentioned Indenture or, in certain situations authorized in the Indenture, by internal bank transfer or by wire transfer to an account in a commercial bank or savings institution located in the continental United States. Interest on the Cumulative Outstanding Principal Amount (as hereinafter defined) at the per annum Interest Rate stated above, payable in arrears on each December 1, commencing on December 1, 2026, and continuing thereafter until the earlier of the date on which said Cumulative Outstanding Principal Amount is paid in full or the Maturity Date. Interest on each advancement of the principal amount of this Bond shall accrue from the date that such advancement is made, computed on the basis of a year of 360 days consisting of 12 months of 30 days each.

As used herein, the term "Cumulative Outstanding Principal Amount" means all Bonds outstanding under the terms of the hereinafter-defined Indenture, as reflected on **Schedule I** hereto maintained by the Trustee.

THIS BOND is one of a duly authorized series of Bonds of the City designated "City of Blue Springs, Missouri, Taxable Industrial Development Revenue Bonds (MajorLux 2 Project), Series 2026," in the maximum aggregate principal amount of $23,000,000 (the "Bonds"), to be issued for the purpose of acquiring and improving certain real property located in the City (the "Project Site," as more fully described on **Exhibit A** to the Lease (defined below)), including the construction and improvement of a commercial facility on the Project Site together with associated sitework and infrastructure. The City will lease the Project Site and the Project Improvements (collectively, the "Project") to a private sector company (the "Company"), under the terms of a Lease Agreement dated as of _____, 2026 (said Lease Agreement, as

amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Lease"), between the City and the Company, all pursuant to the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution, the statutes of the State of Missouri, including particularly the Act, the charter of the City and pursuant to proceedings duly had by the Council of the City.

THE BONDS are issued under and are equally and ratably secured and entitled to the protection given by a Trust Indenture dated as of _____, 2026 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Indenture"), between the City and UMB Bank, N.A., Kansas City, Missouri, as trustee (the "Trustee"). *Capitalized terms not defined herein shall have the meanings set forth in the Indenture*.

Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the City, the Trustee and the Owners, and the terms upon which the Bonds are issued and secured.

THE BONDS are subject to redemption and payment prior to maturity as provided in the Indenture.

THE BONDS, including interest thereon, are special obligations of the City and are payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease and not from any other fund or source of the City, and are secured by a pledge and assignment of the Project and of such rents, revenues and receipts, including all rentals and other amounts to be received by the City under and pursuant to the Lease, all as provided in the Indenture. The Bonds do not constitute a general obligation of the City or the State of Missouri, and neither the City nor said

State shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional, charter or statutory debt limitation or restriction, and are not payable in any manner by taxation. Pursuant to the provisions of the Lease, rental payments sufficient for the prompt payment when due of the principal of and interest on the Bonds are to be paid by the Company directly to the Trustee for the account of the City and deposited in a special fund created by the City and designated the "City of Blue Springs, Missouri, Bond Fund – MajorLux 2 Project."

THE OWNER of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of this Bond or the Indenture may be made only to the extent and in the circumstances permitted by the Indenture.

THIS BOND is transferable, as provided in the Indenture, only upon the books of the City kept for that purpose at the above-mentioned office of the Trustee by the Owner hereof in Person or by such Person's duly authorized agent, upon surrender of this Bond together with a written instrument of transfer reasonably satisfactory to the Trustee duly executed by the Owner or such Person's duly authorized attorney, and thereupon a new fully registered Bond or Bonds, in the same aggregate principal amounts, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The City, the Trustee and any Paying Agent may deem and treat the Person in whose name this Bond is

registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

THE BONDS are issuable in the form of one fully-registered Bond in the maximum principal amount of $23,000,000.

THIS BOND shall not be valid or become obligatory for any purposes or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of Missouri.

IN WITNESS WHEREOF, the City of Blue Springs, Missouri has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor, attested by the manual or facsimile signature of its City Clerk and its corporate seal to be affixed hereto or imprinted hereon, and has caused this Bond to be dated the date set forth above.

CERTIFICATE OF AUTHENTICATION

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

Registration Date: _____

UMB BANK, N.A.,
as Trustee

By _____
Authorized Signatory

CITY OF BLUE SPRINGS, MISSOURI

By: _____
Mayor

ATTEST: (Seal)

_____
City Clerk

SCHEDULE I

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

CITY OF BLUE SPRINGS, MISSOURI

TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND

(MAJORLUX 2 PROJECT)

SERIES 2026

Date	Principal Amount Advanced	Principal Amount Redeemed	Cumulative Outstanding Principal Amount	Notation Made By

FORM OF ASSIGNMENT

(NOTE RESTRICTIONS ON TRANSFERS)

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

_____

Print or Typewrite Name, Address and Social Security or

other Taxpayer Identification Number of Transferee

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

Dated: _____.

_____

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

PLACE SIGNATURE MEDALLION BELOW:

EXHIBIT D

FORM OF REPRESENTATION LETTER

City of Blue Springs, Missouri
903 W. Main Street
Blue Springs, Missouri 64015
Attention: City Clerk

UMB Bank, N.A., as Trustee
928 Grand Blvd., 12th Floor
Kansas City, Kansas 64106
Attention: Corporate Trust Department

Re: $23,000,000 Maximum Principal Amount of Taxable Industrial Development Revenue Bonds (MajorLux 2 Project), Series 2026 of the City of Blue Springs, Missouri

Ladies and Gentlemen:

In connection with the purchase of the above-referenced Bonds (the "Bonds"), the undersigned purchaser of the Bonds (the "Purchaser") hereby represents, warrants and agrees as follows:

1. The Purchaser fully understands that (a) the Bonds have been issued under and pursuant to a Trust Indenture dated as of _____, 2026 (the "Indenture"), between the City of Blue Springs, Missouri (the "City") and UMB Bank, N.A., Kansas City, Missouri, as trustee (the "Trustee"), and (b) the Bonds are payable solely out of certain rents, revenues and receipts to be derived from the leasing or sale of the Project (as defined in the Indenture) to Luxe One, LLC, a Missouri limited liability company (the "Company"), under a Lease Agreement dated as of _____, 2026 (the "Lease"), with the City, with

certain of such rents, revenues and receipts being pledged and assigned by the City to the Trustee under the Indenture to secure the payment of the principal of and interest on the Bonds.

2. The Purchaser understands that the Bonds have not been registered under the Securities Act of 1933, as amended (the "1933 Act"), or the securities laws of any state and will be sold to the Purchaser in reliance upon certain exemptions from registration and in reliance upon the representations and warranties of the Purchaser set forth herein.

3. The Purchaser understands that the Bonds are transferable only in the manner provided for in the Indenture and discussed below and warrants that it is acquiring the Bonds for its own account with the intent of holding the Bonds as an investment, and the acquisition of the Bonds is not made with a view toward their distribution or for the purpose of offering, selling or otherwise participating in a distribution of the Bonds.

4. The Purchaser agrees not to attempt to offer, sell, hypothecate or otherwise distribute the Bonds to others unless authorized by the terms of the Indenture or with the express written consent of the City.

5. The Company has (a) furnished to the Purchaser such information about itself as the Purchaser deems necessary in order for it to make an informed investment decision with respect to the purchase of the Bonds, (b) made available to the Purchaser, during the course of this transaction, ample opportunity to ask questions of, and to receive answers from, appropriate officers of the City and the terms and conditions of the offering of the Bonds, and (c) provided to the undersigned all additional information which it has requested.

6. The Purchaser acknowledges that no offering document has been prepared in connection with the sale of the Bonds. The Purchaser further acknowledges that it has timely received in satisfactory form and manner all proceedings, certificates, opinions, letters and other documents required to be submitted to the Purchaser pursuant to the Bond Purchase Agreement prior to or on the date of the delivery of and payment for the Bonds, and that the City and the Company have in all respects complied with and satisfied all of their respective obligations to the Purchaser which are required under the Bond Purchase Agreement to be complied with and satisfied on or before such date.

7. The Purchaser is now, and was when it agreed to purchase the Bonds, familiar with the operations of the Company and fully aware of terms and risks of the Bonds and that the Purchaser is relying on its own knowledge and investigation of facts and circumstances relating to the purchase of the Bonds. The Purchaser believes that the Bonds being acquired are a security of the type that the Purchaser wishes to purchase and hold for investment and that the nature and amount thereof are consistent with its investment program.

8. The Purchaser is fully aware of and satisfied with (i) the current status of the title to the Project and any issues related thereto and (ii) the terms, amounts and providers of the insurance maintained pursuant to **Article VII** of the Lease, and the undersigned is purchasing the Bonds with full knowledge of such matters.

9. The Purchaser understands and agrees that the interest on the Bonds *is* subject to federal and state income taxation.

10. The Purchaser hereby directs the Trustee to hold the Bonds in trust for the undersigned pursuant to **Section 208** of the Indenture.

Dated: _____, 20___

[PURCHASER OF BONDS]

By:_____

Name: _____

Title: _____

CITY OF BLUE SPRINGS, MISSOURI,

As Lessor,

AND

Luxe One, LLC,

As Lessee

_____

LEASE AGREEMENT

Dated as of _____, 2026

_____

Relating to:

$23,000,000

(Aggregate Maximum Principal Amount)

City of Blue Springs, Missouri

Taxable Industrial Development Revenue Bonds

(MajorLux 2 Project)

Series 2026

Certain rights of the City of Blue Springs, Missouri (the "City"), in this Lease Agreement have been pledged and assigned to UMB Bank, N.A., Kansas City, Missouri, as Trustee under the Trust Indenture dated as of _____, 2026, between the City and the Trustee. Such pledge and assignment does not include the Unassigned Rights (defined in the Indenture).

TABLE OF CONTENTS

ARTICLE I
DEFINITIONS

Section 1.1. Definitions of Words and Terms. _____ 2
Section 1.2. Rules of Interpretation _____ 6
Section 1.3. Acceptance of Indenture. _____ 7

ARTICLE II
REPRESENTATIONS

Section 2.1. Representations by the City. _____ 7
Section 2.2. Representations by the Company _____ 9

ARTICLE III
GRANTING PROVISIONS

Section 3.1. Granting of Leasehold Estate _____ 11
Section 3.2. Lease Term. _____ 11
Section 3.3. Possession and Use of the Project. _____ 11
Section 3.4. Title to the Project. _____ 13

ARTICLE IV
CONSTRUCTION AND IMPROVEMENT OF THE PROJECT

Section 4.1. Issuance of the Bonds. _____ 13
Section 4.2. Construction and Improvement of the Project _____ 13
Section 4.3. Project Costs _____ 15
Section 4.4. Payment for Project Costs _____ 15
Section 4.5. Establishment of Completion Date. _____ 15
Section 4.6. Surplus or Deficiency in Project Fund. _____ 16
Section 4.7. Project Property of City _____ 17
Section 4.8. Non-Project Improvements, Machinery and Equipment Property of the Company 17
Section 4.9. Environmental Matters. _____ 17

ARTICLE V
RENT PROVISIONS

Section 5.1. Basic Rent. 19
Section 5.2. Additional Rent 20
Section 5.3. Obligations of Company Absolute and Unconditional. 21
Section 5.4. Prepayment of Basic Rent 23

ARTICLE VI
MAINTENANCE, TAXES AND UTILITIES; TAX ABATEMENT

Section 6.1. Maintenance and Repairs 23
Section 6.2. Taxes, Assessments and Other Governmental Charges 24
Section 6.3. Utilities. 25
Section 6.4. Property Tax Exemption. 26
Section 6.5. Payments In Lieu of Taxes for Project. 26
Section 6.6. Distribution of PILOT Payments. 27
Section 6.7. Obligation of City to Effect Tax Abatement. 27
Section 6.8. Administration Costs. 28
Section 6.9. No Abatement on Special Assessments, Licenses or Fees. 28
Section 6.10. PILOT Increases Due to Certain Events. 29
Section 6.11. Sales Tax Exemption. 29

ARTICLE VII
INSURANCE

Section 7.1. Title Report 30
Section 7.2. Property Insurance 30
Section 7.3. Commercial General Liability Insurance. 31
Section 7.4. Workers' Compensation 32
Section 7.5. Blanket Insurance Policies; Self-Insurance 32
Section 7.6. Certificate of Compliance. 33

ARTICLE VIII
ALTERATION OF THE PROJECT

Section 8.1. Additions, Modifications and Improvements to the Project. 33
Section 8.2. Additional Improvements on the Project Site. 34
Section 8.3. Permits and Authorizations 35
Section 8.4. Mechanics' Liens 35

ARTICLE IX
DAMAGE, DESTRUCTION AND CONDEMNATION

Section 9.1. Damage or Destruction _____ 38
Section 9.2. Condemnation. _____ 41

ARTICLE X
SPECIAL COVENANTS

Section 10.1. No Warranty of Condition or Suitability by the City; Exculpation and Indemnification. _____ 43
Section 10.2. Surrender of Possession _____ 44
Section 10.3. City's Right of Access to the Project _____ 44
Section 10.4. Granting of Easements; Mortgages and Financing Arrangements. _____ 45
Section 10.5. Indemnification of City and Trustee. _____ 52
Section 10.6. Depreciation, Investment Tax Credit and Other Tax Benefits. _____ 54
Section 10.7. Company to Maintain its Corporate Existence. _____ 54
Section 10.8. Security Interests. _____ 55

ARTICLE XI
OPTION AND OBLIGATION TO PURCHASE THE PROJECT

Section 11.1. Option to Purchase the Project _____ 56
Section 11.2. Conveyance of the Project. _____ 57
Section 11.3. Relative Position of Option and Indenture _____ 58
Section 11.4. Obligation to Purchase the Project _____ 59

ARTICLE XII
DEFAULTS AND REMEDIES

Section 12.1. Events of Default _____ 60
Section 12.2. Remedies on Default. _____ 62
Section 12.3. Survival of Obligations. _____ 63
Section 12.4. Performance of the Company's Obligations by the City. _____ 63
Section 12.5. Rights and Remedies Cumulative _____ 64
Section 12.6. Waiver of Breach _____ 64
Section 12.7. Trustee's Exercise of the City's Remedies. _____ 64

ARTICLE XIII
ASSIGNMENT AND SUBLEASE

Section 13.1. Assignment; Sublease _____ 65

Section 13.2. Assignment of Revenues by City _____ 67
Section 13.3. Prohibition Against Fee Mortgage of Project. _____ 68
Section 13.4. Restrictions on Sale or Encumbrance of Project by City. _____ 68

ARTICLE XIV
AMENDMENTS, CHANGES AND MODIFICATIONS 68

Section 14.1. Amendments, Changes and Modifications _____ 68

ARTICLE XV
MISCELLANEOUS PROVISIONS

Section 15.1. Notices. _____ 69
Section 15.2. City Shall Not Unreasonably Withhold Consents and Approvals _____ 69
Section 15.3. Net Lease _____ 69
Section 15.4. Limitation on Liability of City. _____ 70
Section 15.5. Governing Law. _____ 70
Section 15.6. Binding Effect _____ 70
Section 15.7. Severability. _____ 70
Section 15.8. Execution in Counterparts._____ 71
Section 15.9. Electronic Storage. _____ 71
Section 15.10. Satisfaction of the Company's Obligations _____ 71
Section 15.11 Complete Agreement. _____ 71
Section 15.12. Employee Verification. _____ 72

Signatures and Seal _____ 1
EXHIBIT A PROJECT SITE _____ 1
EXHIBIT B PROJECT IMPROVEMENTS _____ 1
EXHIBIT C FORM OF REQUISITION CERTIFICATE _____ 1
EXHIBIT D FORM OF CERTIFICATE OF INSURANCE COMPLIANCE _____ 1

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of _____, 2026 (the "Lease"), is between the **CITY OF BLUE SPRINGS, MISSOURI**, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri, as lessor (the "City"), and **LUXE ONE, LLC**, a limited liability company organized and existing under the laws of the State of Missouri, as lessee, and its successors or assigns, as permitted hereunder (the "Company");

RECITALS:

1. The City is authorized under Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended (the "Act"), to purchase, construct, extend and improve certain "projects" (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Pursuant to the Act, the City Council passed an ordinance (the "Ordinance") on May __, 2026, authorizing the City to issue its Taxable Industrial Development Revenue Bonds (MajorLux 2 Project), Series 2026, in the maximum principal amount of $23,000,000 (the "Bonds"), for the purpose of acquiring and improving certain real property in the City (the "Project Site," as more fully described on **Exhibit A** hereto), including the construction and improvement of a commercial facility on the Project Site together with associated sitework and infrastructure (the "Project Improvements," as more fully described on **Exhibit B** hereto).

3. Pursuant to the Ordinance, the City is authorized to enter into a Trust Indenture of even date herewith (the "Indenture") with UMB Bank, N.A., Kansas City, Missouri, as Trustee (the "Trustee"), for the purpose of issuing and securing the Bonds, as therein provided, and to enter into this Lease under which the City will construct and improve the Project Improvements, and lease the Project Site and the Project Improvements as they may at any time exist (the Project Site and the Project Improvements together being, the "Project"), to the Company in consideration of rental payments that will be sufficient to pay the principal of and interest on the Bonds, together with certain other payments.

4. The Ordinance authorizes the City to lease the Project to the Company.

5. Pursuant to the foregoing, the City desires to lease the Project to the Company and the Company desires to lease the Project from the City, for the rentals and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the City and the Company do hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms.

In addition to any words and terms defined elsewhere in this Lease and the words and terms defined in Section 101 of the Indenture which definitions are hereby incorporated herein by reference, and terms defined, the following words and terms as used in this Lease shall have the following meanings:

"Abatement Period" means the period starting the day after the end of the Construction Period and running for 20 calendar years, ending on December 31st in the 20th calendar year of the Abatement Period, *provided that*, the Abatement Period shall begin no later than January 1, 2028. For avoidance of doubt, if the end of the Construction Period is December 31, 2026, the first year of the Abatement Period would be 2027 and the last year would be 2046.

"Additional Fire District PILOT Payment" means, with respect to any year in which the PILOT Payment produces a payment to the Fire District in an amount less than the Fire District Reimbursement Amount, an amount that, when added to the portion of the PILOT Payment allocable to the Fire District, produces a payment to the Fire District that is equal to the Fire District Reimbursement Amount. In no instance shall the Additional Fire District PILOT Payment create a payment to the Fire District that exceeds 100% of the Taxes Otherwise Due allocable to the Fire District.

"Additional Rent" means the additional rental described in **Sections 5.2** and **6.2** of this Lease.

"Basic Rent" means the rental described in **Section 5.1** of this Lease.

"Certificate of Insurance Compliance" means a certificate in substantially the form set forth in **Exhibit D** to this Lease evidencing compliance with the insurance requirements set forth in **Article VII** hereof, fully executed by the Authorized Company Representative, and upon which the Trustee may conclusively rely without further investigation or inquiry.

"Construction Period" means the period starting on the date of delivery of this Lease and ending on December 31st of the year in which the Project is substantially

complete, as shown in the Plans and Specifications, *provided that*, the Construction Period shall end no later than December 31, 2027.

"Environmental Law" means and includes the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Superfund Amendments and Reauthorization Act of 1986, any other "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Materials, as now or at any time hereafter in effect.

"Fire District" means the Central Jackson County Fire Protection District.

"Fire District Reimbursement Amount" shall mean the amount determined by application of the reimbursement rate set annually, pursuant to 100.050(4), RSMo., by the Fire District, as a district or county providing emergency services under Chapter 190, RSMo., or Chapter 321, RSMo, to the Taxes Otherwise Due allocable to the Fire District.

"Full Insurable Value" means the actual replacement cost of the Project less physical depreciation as determined in accordance with **Section 7.1(a)** hereof.

"Lease Term" means the period from the effective date of this Lease until the expiration thereof pursuant to **Section 3.2** hereof.

"Lender" means any person who from time to time has made a loan to Company which is secured by a Mortgage.

"Mortgage" means any mortgage or deed of trust (together with all related loan documents and security agreements) relating to the Project and permitted pursuant to

the provisions of **Section 10.4** hereof or existing prior to the date on which a memorandum of this Lease is recorded.

"Net Proceeds" means, when used with respect to any insurance or condemnation award with respect to the Project, the gross proceeds from the insurance or condemnation award with respect to which that term is used remaining after payment of all expenses (including attorneys' fees, trustee's fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds.

"PILOT Payments" or **"PILOTS"** means all payments in lieu of taxes provided for in **Article VI** hereof.

"Permitted Encumbrances" means, as of any particular time, as the same may encumber the Project Site, (a) liens for ad valorem taxes and special assessments not then delinquent, (b) the Indenture and this Lease, (c) utility, access and other easements and rights-of-way, mineral rights, restrictions, exceptions and encumbrances that will not materially interfere with or impair the operations being conducted on the Project Site or easements granted to the City that have been approved or requested by the Company, (d) any Mortgage, (e) any assignment of leases and rents or similar security document delivered by the Company in favor of a Lender in connection with any Mortgage (delivered pursuant to **Section 10.4(b)** of this Lease), and (f) any encumbrance noted in a title report included in the transcript of proceedings relating to the Bonds.

"Permitted Facility" means a facility (of one or more structures) comprised of rentable space operated for profit by the Company in accordance with this Lease, including a residential rental complex, retail space, and associated uses.

"Plans and Specifications" means the plans and specifications prepared for and showing the Project, as amended by the Company from time to time prior to the Completion Date, the same being duly certified by the Company, and on file with the Company, or with the architect/engineers retained by the Company for the Project, and which shall be available for reasonable inspection by the City, the Trustee and their duly appointed representatives.

"Project Site" means the real property upon which the property comprising the Project is located as more fully described in **Exhibit A.**

"Taxes Otherwise Due" means the *ad valorem* real property taxes that would have been due on the Project for the year were it not for ownership thereof by the City, as calculated by the City from assessed valuation estimates provided by Jackson County, Missouri and using the then-current tax rates of all applicable taxing jurisdictions.

Section 1.2. Rules of Interpretation

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing Persons shall include firms, associations and corporations, including governmental entities, as well as natural Persons.

(c) Wherever in this Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(d) All references in this instrument to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or other subdivision.

(e) The Table of Contents and the Article and Section headings of this Lease shall not be treated as a part of this Lease or as affecting the true meaning of the provisions hereof.

(f) Whenever an item or items are listed after the word "including," such listing is not intended to be a listing that excludes items not listed.

Section 1.3. Acceptance of Indenture.

The Company acknowledges that it has received an executed copy of the Indenture and that it is familiar with the terms and conditions of the Indenture. The Company further covenants that it will comply with all the conditions and covenants contained in the Indenture relating to the Company and the Project, and that it will not take any action which would cause a default thereunder or jeopardize the rights of the Trustee, the City or the Bondowners.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the City.

The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is a constitutional charter city and municipal corporation duly organized and validly existing under the laws of the State of Missouri. Under the provisions of the Act, the City has lawful power and authority to enter into the transactions contemplated by this Lease and to carry out its obligations hereunder. By proper action of its governing body, the City has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers;

(b) As of the date of delivery hereof, the City has acquired the Project Site (subject to Permitted Encumbrances) and agrees to construct and improve, or cause to be constructed and improved, the Project Improvements. The City agrees to lease the Project to the Company and sell the Project to the Company if the Company exercises its option to purchase the Project or upon termination of this Lease as provided for herein, all for the purpose of furthering the public purposes of the Act;

(c) The purchase, construction, extension and improvement of the Project and the leasing of the Project by the City to the Company will further the public purposes of the Act;

(d) To the City's knowledge, no member of the City Council or any other officer of the City has any significant or conflicting interest, financial, employment or otherwise, in the Company or in the transactions contemplated hereby;

(e) To finance the costs of the Project, the City proposes to issue the Bonds which will be scheduled to mature as set forth in **Article II** of the Indenture and will be subject to redemption prior to maturity in accordance with the provisions of **Article III** of the Indenture;

(f) The Bonds are to be issued under and secured by the Indenture, pursuant to which the Project and the net earnings therefrom, including all rents, revenues and receipts to be derived by the City from the leasing or sale of the Project (except for the Unassigned Rights), will be pledged and assigned to the Trustee as security for payment of the principal of and interest on the Bonds and amounts owing pursuant to the Lease;

(g) The City will not take any action as owner of the Project Site that would permit a lien, charge or other encumbrance to be placed on the Project or pledge the revenues derived therefrom for any bonds or other obligations, other than the Bonds, except at the written request of the Authorized Company Representative; and

(h) The City shall have no authority to operate the Project as a business or in any other manner except as the lessor thereof, except subsequent to an Event of Default hereunder.

Section 2.2. Representations by the Company

.The Company makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri and is authorized to conduct business in the State of Missouri;

(b) The Company has lawful power and authority to enter into this Lease and to carry out its obligations hereunder and by proper action of its members the Company has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers and representatives;

(c) The execution and delivery of this Lease, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Lease by the Company will not, to the best of the Company's knowledge, conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restrictions or any agreement or instrument to which the Company is a party or by which it or any of its property is bound, or the Company's organizational documents, or any order, rule or regulation applicable to the Company or any of its property of any court or governmental body, or constitute a default under any of the foregoing, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Company under the terms of any instrument or agreement to which the Company is a party;

(d) The estimated costs of the construction and improvement of the Project are in accordance with sound engineering and accounting principles;

(e) The Project will comply in all material respects with all presently applicable building and zoning, health, environmental and safety orders and laws and all other applicable laws, rules and regulations; and

(f) The Project is located wholly within the corporate limits of the City of Blue Springs, Missouri.

ARTICLE III

GRANTING PROVISIONS

Section 3.1. Granting of Leasehold Estate

The City hereby exclusively rents, leases and lets the Project to the Company, and the Company hereby rents, leases and hires the Project from the City, subject to Permitted Encumbrances existing as of the date of the execution and delivery hereof, for the rentals and upon and subject to the terms and conditions herein contained.

Section 3.2. Lease Term.

This Lease shall become effective upon its delivery, and subject to sooner termination pursuant to the provisions of this Lease, shall have a term commencing as of the date of this Lease and terminating on **December 1, 2047**.

Section 3.3. Possession and Use of the Project.

(a) The City covenants and agrees that as long as neither the City nor the Trustee has exercised any of the remedies set forth in Section 12.2(b) following the occurrence and continuance of an Event of Default, the Company shall have sole and exclusive possession of the Project (subject to Permitted Encumbrances and the City's and the Trustee's right of access pursuant to Section 10.3 hereof) and shall and may peaceably and quietly have, hold and enjoy the Project during the Lease Term. The City covenants and agrees that it will not take any action, other than expressly pursuant to Article XII hereof, to prevent the Company from having quiet and peaceable possession and enjoyment of the Project during the Lease Term and will, at the request and expense of the Company, cooperate with the Company in order that the Company may have quiet and peaceable possession and enjoyment of the Project and will defend the Company's enjoyment and possession thereof against all parties.

(b) Subject to the provisions of this Section, the Company shall have the right to use the Project for any lawful purpose allowed by law and contemplated by the Act and this Lease. The Company shall comply in all material respects with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Project or to any adjoining public ways, as to the manner of use or the condition of the Project or of adjoining public ways. In the event of demonstrated noncompliance with such statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements the Company will take all reasonable steps to comply with such statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements. The Company shall also comply with the mandatory requirements, rules and regulations of all insurers under the policies carried under the provisions of Article VII hereof. The Company shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Company to comply with the provisions of this Section. Notwithstanding any provision contained in this Section, however, the Company shall have the right, at its own cost and expense, to contest or review by legal or other appropriate procedures the validity or legality of any such governmental statute, law, ordinance, order, judgment, decree, regulation, direction or requirement, or any such requirement, rule or regulation of an insurer, and during such contest or review the Company may refrain from complying therewith.

Section 3.4. Title to the Project.

The City shall be the sole owner of the Project during the Lease Term, except for any portions of the Project released from this Lease pursuant to the terms hereof.

ARTICLE IV

CONSTRUCTION AND IMPROVEMENT OF THE PROJECT

Section 4.1. Issuance of the Bonds.

To provide funds for the payment of Project Costs, the City agrees that, upon request of the Company, it will issue, sell and cause to be delivered the Bonds to the purchaser thereof in accordance with the provisions of the Indenture and the Bond Purchase Agreement. The proceeds of the sale of the Bonds, when received, shall be paid over to the Trustee for the account of the City. The Trustee shall promptly deposit such proceeds, when received, as provided in the Indenture, to be used and applied as hereinafter provided in this Lease and in the Indenture. Alternatively, the Trustee may, (pursuant to **Section 208(d)** of the Indenture) endorse the Bonds in an amount equal to the requisition certificates submitted pursuant to **Section 4.4** below. In that event, the purchaser of the Bonds shall be deemed to have deposited funds with the Trustee in an amount equal to the amount stated in the requisition certificate.

Section 4.2. Construction and Improvement of the Project

The City and the Company agree that the Company, as the agent of the City, shall construct and improve the Project as follows:

(a) The City has acquired the Project Site prior to the execution hereof. Concurrently with the execution of this Lease, (i) a deed and any other necessary instruments of transfer will be delivered to the City and placed

of record, and (ii) the commitment for title insurance or ownership and encumbrance report required by Article VII hereof will be delivered to the City and the Trustee;

(b) On behalf of the City, the Company will construct and improve the Project Improvements on the Project Site and otherwise improve the Project Site in accordance with the Plans and Specifications and in a manner materially consistent with the description of the Project Improvements included in Exhibit B to this Lease. The Company may revise the Plans and Specifications from time to time as it deems necessary to carry out the Project, but revisions that would alter the intended purpose of the Project may be made only with the prior written approval of the City. The Company agrees that the aforesaid construction and improvement will, with such changes and additions as may be made hereunder, result in facilities suitable for use by the Company for its purposes, and that all real and personal property described in the Plans and Specifications, with such changes and additions as may be made hereunder, is desirable and appropriate in connection with the Project. The provisions of this paragraph are in addition to and do not supersede the provisions of Section 8.2; and

(c) The Company agrees that it will use reasonable efforts to cause the construction and improvement of the Project to be completed as soon as practicable with all reasonable dispatch. In the event such construction and improvement commences prior to the receipt of proceeds from the sale of the Bonds, the Company agrees to advance all funds necessary for such purpose.

Section 4.3. Project Costs

.The City hereby agrees to pay for, but solely from the Project Fund, and hereby authorizes and directs the Trustee to pay for, but solely from the Project Fund, all Project Costs upon receipt by the Trustee of a certificate pursuant to **Section 4.4** hereof. The Company may not submit any requisition certificates for Project Costs incurred after the Completion Date. The Company must submit all requisitions for Project Costs incurred before the Completion Date within three months after the Completion Date.

Section 4.4. Payment for Project Costs

.All Project Costs as specified in **Section 4.3** hereof shall be paid by the Trustee from the Project Fund as more fully provided in the Indenture, and the City hereby authorizes and directs the Trustee to make disbursements from the Project Fund, upon receipt by the Trustee of certificates in substantially the form attached hereto as **Exhibit C,** signed by an Authorized Company Representative, which disbursements may be recorded via a transaction entry on the trust records held by the Trustee. The Trustee may rely conclusively on any such certificate and shall not be required to make any independent investigation in connection therewith. The submission of any requisition certificate by an Authorized Company Representative shall constitute unto the Trustee an irrevocable determination that all conditions precedent to the payments requested have been satisfied.

Section 4.5. Establishment of Completion Date.

The Completion Date shall be evidenced to the Trustee by a certificate signed by the Authorized Company Representative stating (a) the construction and improvement of the Project has been completed in accordance with the Plans and Specifications, (b) that all costs and expenses incurred in the construction and improvement of the Project have

been paid except costs and expenses the payment of which is not yet due or is being retained or contested in good faith by the Company, and (c) amounts to be retained by Trustee with respect to item (b) above. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. The Company and the City agree to cooperate in causing such certificate to be furnished to the Trustee.

Section 4.6. Surplus or Deficiency in Project Fund.

(a) Upon receipt of the certificate described in **Section 4.5** hereof, the Trustee shall, as provided in **Section 504** of the Indenture, transfer any remaining moneys then in the Project Fund to the Bond Fund to be applied as directed by the Company solely to (1) the payment of principal and premium, if any, of the Bonds through the payment (including regularly scheduled principal payments, if any) or redemption thereof at the earliest date permissible under the terms of the Indenture, or (2) at the option of the Company, to the purchase of Bonds at such earlier date or dates as the Company may elect. Any amount so deposited in the Bond Fund may be invested as permitted by **Section 702** of the Indenture.

(b) If the Project Fund shall be insufficient to pay fully all Project Costs and to complete the Project free of liens and encumbrances other than Permitted Encumbrances, the Company shall pay, in cash, the full amount of any such deficiency by making payments thereof directly to the contractors and to the suppliers of materials and services as the same shall become due, and the Company shall save the City and the Trustee whole and harmless from any obligation to pay such deficiency.

Section 4.7. Project Property of City

The Project Site and the Project Improvements, if any, which the Company desires to convey to the City, including all work and materials on the Project Improvements as such work progresses, and all additions or enlargements thereto or thereof, the Project as fully completed, anything under this Lease which becomes, is deemed to be, or constitutes a part of the Project, and the Project as repaired, rebuilt, rearranged, restored or replaced by the Company under the provisions of this Lease, except as otherwise specifically provided herein, shall immediately when erected or installed become the absolute property of the City, subject only to this Lease, the Indenture, any Permitted Encumbrances, and the Mortgage, if any.

Section 4.8. Non-Project Improvements, Machinery and Equipment Property of the Company

Any improvements or items of machinery or equipment which do not constitute part of the Project Improvements and the entire purchase price of which is paid for by the Company with the Company's own funds, and no part of the purchase price of which is paid for from funds deposited pursuant to the terms of this Lease in the Project Fund, shall be the property of the Company and shall not constitute a part of the Project for purposes of Section 6.4 hereof and therefore are subject to taxation, to the extent otherwise provided by law.

Section 4.9. Environmental Matters.

The Company acknowledges that it is responsible for maintaining the Project in compliance with all Environmental Laws. In the event that the Company fails to undertake to comply with any final, non-appealable order issued by any local, state or federal authority under applicable Environmental Law, the City or the Trustee,

immediately after notice to the Company, may elect (but shall not be required) to undertake such compliance. Any moneys expended by the City or the Trustee in efforts to comply with any applicable Environmental Law (including the reasonable cost of hiring consultants, undertaking sampling and testing, performing any cleanup necessary or useful in the compliance process and reasonable attorneys' fees) shall be due and payable as Additional Rent hereunder with interest thereon at the average rate of interest per annum on the Bonds, plus two (2) percentage points, from the date such cost is incurred. There shall be unlimited recourse to the Company to the extent of any liability incurred by the City or the Trustee with respect to any breaches of the provisions of this section.

The Company shall and does hereby indemnify the City, the Trustee and the Bondowners and agree to defend and hold them harmless from and against all loss, cost, damage and expense (including, without limitation, reasonable attorneys' fees and costs associated incurred in the investigation, defense and settlement of claims) that they may incur, directly or indirectly, as a result of or in connection with the assertion against them or any of them of any claim relating to the presence on, escape or removal from the Project during the term of this Lease of any hazardous substance or other material regulated by any applicable Environmental Law, or compliance with any applicable Environmental Law, whether such claim is raised before, during or after the term of this Lease, including claims relating to personal injury or damage to property; provided, however, this indemnity shall only relate to claims resulting from the City's ownership of the Project or the Trustee's acceptance of its duties as Trustee hereunder.

ARTICLE V

RENT PROVISIONS

Section 5.1. Basic Rent.

The Company covenants and agrees to pay to the Trustee in same day funds for the account of the City during this Lease Term, for deposit in the Bond Fund on or before 10:00 a.m., Trustee's local time, on or before each **December 1**, commencing December 1, 2026 and continuing until the principal of and interest on the Bonds shall have been fully paid, an amount which, when added to any collected funds then on deposit in the Bond Fund and available on such Payment Date, shall be equal to the total amount payable on each December 1 as interest on the Bonds. On December 1, 2047 (or such earlier date as the Company may elect or be required to redeem the Bonds), the Company shall also pay an amount equal to all principal then due on the Bonds in connection with such maturity or redemption. All payments of Basic Rent provided for in this Section shall be paid directly to the Trustee and shall be deposited in accordance with the provisions of the Indenture into the Bond Fund and shall be used and applied by the Trustee in the manner and for the purposes set forth in this Lease and the Indenture, provided that if the Company is the Owner of all the Bonds Outstanding, payment of Basic Rent as provided for in this Section may be made via a transaction entry on the trust records held by the Trustee and the Paying Agent consistent with **Section 204(e)** and **Section 208(g)** of the Indenture. Any Basic Rent paid by the Company which exceeds the total amount payable on such payment dates shall be immediately paid to the Company by wire transfer. At its option, on the final Payment Date, the Company may deliver to the Trustee for cancellation Bonds not previously paid and the Company shall receive a credit against the Basic Rent payable by the

Company in an amount equal to the principal amount of the Bonds so tendered for cancellation plus accrued interest thereon.

In furtherance of the foregoing and of **Section 204(e)** and **Section 208(g)** of the Indenture, and notwithstanding any other provision in this Lease, the Indenture or the Bond Purchase Agreement, and provided that the Company is the sole Bondowner, the Company may set-off each Basic Rent payment against the City's obligation to the Company as Bondowner, in lieu of delivery of a payment of Basic Rent on any date on which principal of or interest on the Bonds is payable, without providing notice of such set-off to the Trustee. The Trustee may conclusively rely on the absence of any notice from the Company to the contrary as evidence that such set-off has occurred.

Section 5.2. Additional Rent

The Company shall pay as Additional Rent, within 30 days after receiving an itemized invoice therefor, the following amounts as and when the same become due:

(a) all reasonable fees, charges and expenses, including agent and counsel fees, of the Trustee incurred under the Indenture, this Lease, or any other document entered into in connection with the Bonds, as and when the same become due;

(b) all costs incident to the payment of the principal of and interest on the Bonds as the same becomes due and payable, including all costs and expenses in connection with the call, redemption and payment of all outstanding Bonds;

(c) all reasonable costs which are reasonably incurred in connection with the enforcement of any rights against the Company or the Project or in connection with a failure of the Company to perform its obligations under

this Lease or the Indenture by the City, the Trustee or the Bondowners, including counsel fees and expenses;

(d) the PILOT Payments required by **Article VI** of this Lease, which shall be due at such time and in such amount as described in **Article VI**; and

(e) all other payments of whatever nature which Company has agreed to pay or assume under the provisions of this Lease.

Section 5.3. Obligations of Company Absolute and Unconditional.

(a) The obligations of the Company under this Lease to make payments of Basic Rent and Additional Rent on or before the date the same become due, and to perform all of its other obligations, covenants and agreements hereunder shall be absolute and unconditional, without notice or demand, and without abatement, deduction, set-off, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Project has been started or completed, or whether the City's title thereto or to any part thereof is defective or nonexistent, and notwithstanding any damage to, loss, theft or destruction of, the Project or any part thereof, any failure of consideration or frustration of commercial purpose, the taking by eminent domain of title to or of the right of temporary use of all or any part of the Project, legal curtailment of the Company's use thereof, the eviction or constructive eviction of the Company, any change in the tax or other laws of the United States of America, the State of Missouri or any political subdivision thereof, any change in the City's legal organization or status, or any default of the City hereunder, and regardless of the invalidity of any action of the City;

provided, however, that nothing in this **Section 5.3(a)** or **Section 5.3(b)** is intended or shall be deemed to affect or impair in anyway the rights of the Company to tender Bonds for redemption in satisfaction of Basic Rent as provided in **Section 5.1** and **Section 5.4** hereof, nor the right of the Company to terminate this Lease and repurchase the Project as provided in **Article XI** hereof.

(b) Nothing in this Lease shall be construed to release the City from the performance of any agreement on its part herein contained or as a waiver by the Company of any rights or claims the Company may have against the City under this Lease or otherwise, but any recovery upon such rights and claims shall be had from the City separately, it being the intent of this Lease that the Company shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Owners and the City. The Company may, however, at its own cost and expense and in its own name or in the name of the City, prosecute or defend any action or proceeding or take any other action involving third Persons which the Company deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event the City hereby agrees to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the City in any such action or proceeding if the Company shall so request.

Section 5.4. Prepayment of Basic Rent

The Company may at any time and from time to time prepay all or any portion of the Basic Rent provided for hereunder (subject to the limitations of **Section 301(a)** of the Indenture relating to the redemption of the Bonds. During such times as the amount held by the Trustee in the Bond Fund shall be sufficient to pay, at the time required, the principal of and interest on all the Bonds then remaining unpaid, the Company shall not be obligated to make payments of Basic Rent under the provisions of this Lease.

Subject to **Section 301(a)** of the Indenture relating to the redemption of Bonds, the Company, at its option, may deliver to the Trustee for cancellation Bonds owned by the Company and not previously paid, and the Company shall receive a credit against amounts payable by the Company for the redemption of Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest thereon.

ARTICLE VI

MAINTENANCE, TAXES AND UTILITIES; TAX ABATEMENT

Section 6.1. Maintenance and Repairs

Throughout the Lease Term the Company shall, at its own expense, keep the Project in as reasonably safe condition as the operation thereof will permit, and keep the Project in good repair and in good operating condition (reasonable wear, tear, depreciation, and obsolescence excepted), making from time to time all necessary repairs thereto and renewals and replacements thereof it determines to be necessary. Without limiting the generality of the foregoing, the Company shall at all times remain in compliance with all provisions of the City's code relating to maintenance and appearance.

Section 6.2. Taxes, Assessments and Other Governmental Charges

(a) Subject to subsection (b) of this Section, the Company shall promptly pay and discharge, as the same become due, all taxes and assessments, general and special, and other governmental charges of any kind whatsoever that may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Project, or any part thereof or interest therein (including the leasehold estate of the Company therein) or any buildings, improvements, machinery and equipment at any time installed thereon by the Company, or the income therefrom, including any new taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all utility charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would impair the security of the Bonds or encumber the City's title to the Project; provided that with respect to any special assessments or other governmental charges that are lawfully levied and assessed which may be paid in installments, the Company shall be obligated to pay only such installments thereof as become due and payable during the Lease Term.

(b) The Company may, in its own name or in the City's name, contest the validity or amount of any tax, assessment or other governmental charge which the Company is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted at least 10 days before the tax, assessment or other governmental charge complained of becomes delinquent if and provided (1) the Company, before instituting

any such contest, gives the City and the Trustee written notice of its intention to do so, (2) the Company diligently prosecutes any such contest, at all times effectively stays or prevents any official or judicial sale therefor, under execution or otherwise, and (3) the Company promptly pays any final judgment enforcing the tax, assessment or other governmental charge so contested and thereafter promptly procures record release or satisfaction thereof. The City agrees to cooperate fully with the Company in connection with any and all administrative or judicial proceedings related to any tax, assessment or other governmental charge. The Company shall save and hold harmless the City and the Trustee from any costs and expenses the City and the Trustee may incur related to any of the above.

(c) Nothing in this Lease shall be construed to require the Company to make duplicate tax payments. The Company shall receive a credit against any PILOT Payments due under this Lease to the extent of any ad valorem taxes imposed and paid by the Company with respect to the Project pursuant to this Section.

Section 6.3. Utilities.

All utilities and utility services used by the Company in, on or about the Project shall be paid for by the Company and shall be contracted for by the Company in the Company's own name (or the name(s) of its affiliates), and the Company shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith.

Section 6.4. Property Tax Exemption.

So long as the City owns title to the Project, the City expects that the Project will be exempt from *ad valorem* taxes on real property. The first year of the exemption period for purposes of this Lease shall be **2026**. Notwithstanding any other provision of this Lease to the contrary, the last year of such exemption period shall be no later than **2047**. The Company covenants and agrees that, during each year the Project is exempt from *ad valorem* taxes by reason hereof, the Company will make annual payments in lieu of taxes to the City (each such payment, a "PILOT") as described in this **Article VI**. The City and the Company hereby agree that the tax abatement provided by this Lease shall only apply to property financed with the proceeds of the Bonds and shall not apply to property not financed with proceeds of the Bonds (and specifically shall not apply to personal property relating to the Project other than construction materials).

Section 6.5. Payments In Lieu of Taxes for Project.

The Company covenants and agrees to make PILOT Payments to the City on or before each December 1, commencing December 1, 2026 (if applicable for 2026, as described below), in the amounts, and in the years, set forth below. Any PILOT Payments due under this Lease which are not paid when due shall bear interest at the interest rate imposed by Missouri law on overdue ad valorem real estate taxes from the date such payment was first due.

1) For calendar year 2026, the Company shall pay the taxes billed by Jackson County, Missouri for the Project Site. If such taxes become uncollectable or are not billed, the Company shall pay (1) a PILOT Payment equal to $19,793, plus (2) the Additional Fire District PILOT Payment, if any.

2) In each year of the Construction Period after calendar year 2026, a PILOT Payment shall be made for the Project in the amount of (1) $20,386, plus (2) the Additional Fire District PILOT Payment, if any.
3) In years 1 through 15 of the Abatement Period, a PILOT Payment shall be made for the Project that is equal to: (1) for all taxing jurisdictions other than the Fire District, 0% of the Taxes Otherwise Due, based upon the assessed value as calculated by the Jackson County Assessor's Office; and (2) the Additional Fire District PILOT Payment.
4) In years 16 through 20 of the Abatement Period, a PILOT Payment shall be made for the Project that is equal to: (1) for all taxing jurisdictions other than the Fire District, 25% of the Taxes Otherwise Due, based upon the assessed value as calculated by the Jackson County Assessor's Office; plus (2) the Additional Fire District PILOT Payment.
5) In each year after the end of the Abatement Period, if the Project remains in City ownership, a PILOT Payment shall be made for the Project in the amount equal to the Taxes Otherwise Due on the Project.

Section 6.6. Distribution of PILOT Payments.

Within 30 days of the date of receipt of each PILOT Payment, the City or designated billing/collection agent shall distribute each PILOT Payment among the taxing jurisdictions in accordance with their then-current tax levies, provided that all Additional Fire District PILOT Payments shall be paid to the Fire District.

Section 6.7. Obligation of City to Effect Tax Abatement.

The City agrees to take all actions within its control to obtain and/or maintain in effect the exemption referred to in **Section 6.4** above, including any filing required with any governmental authorities, and shall, at the Company's request and at the Company's

expense, fully cooperate with the Company in all reasonable ways to obtain/and or maintain in effect such exemption; provided, however, the City shall not be liable for any failure of Jackson County, Missouri or any other governmental taxing authority to recognize the exemption provided herein. The City covenants that it will not voluntarily take any action that may cause or induce the levy or assessment of ad valorem taxes on the Project. In the event such a levy or assessment should occur, the City shall, at the Company's request and at the Company's expense, fully cooperate with the Company in all reasonable ways to prevent and/or remove any such levy or assessment against the Project.

Section 6.8. Administration Costs.

Under Section 100.050 of the Act, the City may require the Company to reimburse the City for its actual costs of issuing the Bonds and administering the plan including costs associated with this Lease, in an amount of no greater than $3,000 per year. The City will provide a statement for such costs to the Company not later than November 15th of each year and the Company will reimburse the City for its costs on or before December 1 of each year continuing until December 1 of the year in which this Lease expires or is terminated.

Section 6.9. No Abatement on Special Assessments, Licenses or Fees.

The City and the Company hereby agree that the property tax exemptions described in this Lease shall not apply to special assessments and shall not serve to reduce or eliminate any other licenses or fees owing to the City or any other taxing jurisdiction with respect to the Project. The Company hereby agrees to make payments with respect to all special assessments, licenses and fees which would otherwise be due with respect to the Project if such Project was not owned by the City.

Section 6.10. PILOT Increases Due to Certain Events.

(a) If for any reason the Company ceases operations of the Project during the term of this Lease, the PILOT Payments set forth in **Section 6.5** shall be increased to 100% of the Taxes Otherwise Due on the Project for each year following such cessation of operations including the year of cessation of operations. "Ceases operations" or "cessation of operations" for the purpose of this paragraph means the Company completely vacates, abandons and permanently ceases operations for a period of 90 consecutive days during the term of this Lease, unless the Project has been subject to a casualty and the Company is intending to rebuild the Project or the Company's interest in this Lease has been transferred pursuant to this Lease and the Project continues in operation thereafter.

(b) If for any reason the Company operates or allows the operation of the Project for a use other than as a Permitted Facility for a period of 90 consecutive days during the term of this Lease, the PILOT Payments set forth in **Section 6.5** shall be increased to 100% of the Taxes Otherwise Due on the Project for each year in which the Project is operated as other than a Permitted Facility, starting with the year in which such non-complying use exceeds 89 consecutive days. However, if the non-complying use ceases, the amount of the PILOT Payments shall return to the amounts set forth in Section 6.5, starting with the first year in which the non-complying use persists for less than 90 consecutive days.

Section 6.11. Sales Tax Exemption.

Upon request of the Company after the issuance of the Bonds, the City will issue a sales tax exemption certificate to the Company for construction materials to be purchased for the Project and the City shall provide such other documentation as may be necessary from time to time to effect said sales tax exemption. The Company shall use the

exemption certificate only for the purchase of construction materials to be incorporated into the Project on the Project Site and shall not use the exemption certificate for the purchase of any personal property other than construction materials. The Company shall indemnify and defend the City and its respective officers, employees and agents against and from any and all causes of action or actions in law or equity, liens, claims damages, loss, costs or expenses of any nature whatsoever by any person or entity, arising out of the City's furnishing of the exemption certificate.

ARTICLE VII

INSURANCE

Section 7.1. Title Report

Before conveying title to any real property to the City, the Company will provide a report reasonably acceptable to the City showing the ownership of and encumbrances on the Project Site. Copies of such report shall be provided to the City and the Trustee.

Section 7.2. Property Insurance

(a) The Company shall at its sole cost and expense obtain and shall maintain throughout the Lease Term, a policy or policies of insurance (including, if appropriate, builder's risk insurance) to keep the Project constantly insured against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State of Missouri in an amount equal to the Full Insurable Value thereof (subject to reasonable loss deductible provisions). The insurance required pursuant to this Section shall be maintained with a generally recognized responsible insurance company or companies authorized to do business in the State of Missouri or generally recognized international insurers or reinsurers with

an A.M. Best rating of B+ or the equivalent thereof or better as may be selected by the Company. All such policies of insurance pursuant to this Section, and all renewals thereof, shall name the Company as insured and the City and the Trustee shall be named as loss payees, as their respective interests may appear, and shall contain a provision that the issuer of such insurance will provide at least 10 days' advance written notice to, the Company of the cancellation of such insurance. Company agrees it shall immediately forward any notice of cancellation it receives from the issuer of such insurance to the City and Trustee.

(b) In the event of loss or damage to the Project, the Net Proceeds of property insurance carried pursuant to this Section shall be applied as provided in **Article IX** of this Lease, or as may be directed by, or on behalf of, the Owners of 100% in principal amount of the Bonds outstanding.

Section 7.3. Commercial General Liability Insurance.

(a) The Company shall at its sole cost and expense maintain or cause to be maintained at all times during the Lease Term general accident and commercial general liability insurance under which the City, the Company and the Trustee shall be named as additional insureds, properly protecting and indemnifying the City and the Trustee, in an amount not less than the limits of liability set by Section 537.610 of the Revised Statutes of Missouri (subject to loss deductible clauses not to exceed $25,000). The policies of said insurance shall contain a provision that the issuer of such insurance will provide at least 10 days' advance written notice to the Company of the cancellation of such insurance. The Company agrees it shall immediately

forward any notice of cancellation it receives from the issuer of such insurance to the City and Trustee.

(b) In the event of a public liability occurrence, and subject to the rights of Lender under and pursuant to the terms of the Mortgage (except that no right of the Lender under the Mortgage shall affect the right of the City or the Trustee to the protection and indemnification provided as additional insureds pursuant to subsection(a), above), the Net Proceeds of liability insurance carried pursuant to this Section shall be applied toward the extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

Section 7.4. Workers' Compensation

The Company agrees throughout the Lease Term to maintain or cause to be maintained Workers' Compensation coverage to the extent required by the laws of the State of Missouri.

Section 7.5. Blanket Insurance Policies; Self-Insurance

The Company may satisfy any of the insurance requirements set forth in this Article by using blanket policies of insurance, provided each and all of the requirements and specifications of this Article respecting insurance are complied with. Nothing in this Lease shall be construed from prohibiting the Company from self-insuring provided the Company, or in combination with its parent corporation, has a net worth in excess of $200,000,000, as determined by accounting principles generally accepted in the United States of America.

Section 7.6. Certificate of Compliance.

The Company shall provide the City and the Trustee, on an annual basis, commencing on December 1, 2027 with a Certificate of Insurance Compliance in the form attached hereto as **Exhibit D**. The Trustee shall be entitled to rely upon said Certificate of Insurance Compliance as to the Company's compliance with the insurance requirements. The Trustee makes no representation as to, and shall have no responsibility for the sufficiency or adequacy of, the insurance.

ARTICLE VIII

ALTERATION OF THE PROJECT

Section 8.1. Additions, Modifications and Improvements to the Project.

The Company shall have and is hereby given the right, at its sole cost and expense, to make such additions, modifications and improvements in and to any part of the Project as the Company from time to time may deem necessary or desirable for its business purposes. All additions, modifications and improvements made by the Company pursuant to the authority of this Section shall (a) be made in workmanlike manner and will comply in all material respects with all laws and ordinances applicable thereto, (b) when commenced, be prosecuted to completion with reasonable due diligence, and (c) when completed, be deemed a part of the Project; provided, however, that additions of machinery and equipment installed on the Project Site by the Company not purchased or acquired from funds deposited with the Trustee hereunder and not constituting repairs, renewals or replacements of the Project shall remain the property of the Company and may be removed by the Company. Such property shall be subject to *ad valorem* taxes.

Section 8.2. Additional Improvements on the Project Site.

The Company may, at its sole cost and expense, construct on portions of the Project Site not theretofore occupied by buildings or improvements such additional buildings and improvements as the Company from time to time may deem necessary or desirable for its business purposes. All additional buildings and improvements constructed on the Project Site by the Company, and not paid for with Bond proceeds, pursuant to the authority of this Section shall not be included as Project Improvements and, during the life of this Lease, shall remain the property of the Company and may be added to, altered or razed and removed by the Company at any time. All additional buildings and improvements shall be made in a good and workmanlike manner and in strict compliance with all material laws, orders and ordinances applicable thereto and when commenced shall be prosecuted to completion with due diligence. The Company covenants and agrees (a) to make any repairs and restorations required to be made to the Project because of the construction of, addition to, alteration or removal of said additional buildings or improvements, and (b) to promptly and with due diligence either raze and remove or repair, replace or restore any of said additional buildings and improvements as may from time to time be damaged by fire or other casualty. The Company shall pay all ad valorem taxes and assessments payable with respect to such additional buildings and improvements which remain the property of the Company. If for any reason the County Assessor determines that such additional buildings and improvements are not subject to ad valorem taxes, the Company shall make payments in lieu of taxes in an amount equal to the taxes that would otherwise be due under this Section.

Section 8.3. Permits and Authorizations

The Company shall not do or permit others under its control to do any work on the Project related to any repair, rebuilding, restoration, replacement, modification or addition to the Project, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have been first procured. All such work shall be done in a good and workmanlike manner and in material compliance with all applicable building, zoning and other laws, ordinances, governmental regulations. In the event of demonstrated noncompliance with such laws, ordinances, governmental regulations and requirements the Company will take all reasonable steps to comply with laws, ordinances, governmental regulations and requirements.

Section 8.4. Mechanics' Liens

(a) Neither the City nor the Company shall do or suffer anything to be done whereby the Project, or any part thereof, may be encumbered by any mechanics' or other similar lien (except that consent to attachment, as contemplated in Section 107.170(6) of the Revised Statutes of Missouri, as amended, may be given by the City in the memorandum of this Lease or other document filed by the City against the Project Site with the recorder of deeds). Whenever and as often as any mechanics' or other similar lien is filed against the Project, or any part thereof, purporting to be for or on account of any labor done or materials or services furnished in connection with any work in or about the Project, the Company shall discharge the same of record. Notice is hereby given that the City shall not be liable for any labor or materials furnished the Company or anyone claiming by, through or under the Company upon credit, and that, unless and to the extent that consent is given in the memorandum of this Lease or other

document filed by the City against the Project Site with the recorder of deeds, no mechanics' or other similar lien for any such labor, services or materials shall attach to or affect the reversionary or other estate of the City in and to the Project or any part thereof.

(b) Notwithstanding paragraph (a) above, and subject to the terms of the Mortgage, the Company may contest any such mechanics' or other similar lien if the Company (1) within 60 days after the Company becomes aware of any such lien notifies the City and the Trustee in writing of its intention so to do, (2) diligently prosecutes such contest, (3) at all times effectively stays or prevents any official or judicial sale of the Project, or any part thereof or interest therein, under execution or otherwise, (4) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and (5) thereafter promptly procures record release or satisfaction thereof. The Company may permit the lien so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Company is notified by the City that, in the opinion of counsel, by nonpayment of any such items, the interest of the City in the Project will be subject to loss or forfeiture. In that event, the Company shall promptly, at its own expense, take such action as may be reasonably necessary to duly discharge or remove any such pledge, lien, charge, encumbrance or claim if the same shall arise at any time. The Company shall save and hold harmless the City from any loss, costs or expenses the City may incur related to any such contest. The Company shall reimburse the City for any expense incurred by it in connection with the imposition of any such lien or in order to discharge or remove any such pledge, lien,

charge, encumbrance or claim. The City shall cooperate fully with the Company in any such contest.

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 9.1. Damage or Destruction

(a) If the Project is damaged or destroyed by fire or any other casualty, whether or not covered by insurance, the Company, as promptly as practicable and subject to delay to the extent caused by such fire or other casualty, shall either (i) make the determination described in subsection (f) below, or (ii) repair, restore, replace or rebuild the same so that upon completion of such repairs, restoration, replacement or rebuilding the Project is of a value not less than the value thereof immediately before the occurrence of such damage or destruction or, at the Company's option, construct upon the Project Site new buildings and improvements thereafter together with all new machinery, equipment and fixtures which are either to be attached to or are to be used in connection with the operation or maintenance thereof, provided that (A) the value thereof shall not be less than the value of such destroyed or damaged Project Improvements immediately before the occurrence of such damage or destruction and (B) the nature of such new buildings, improvements, machinery, equipment and fixtures will not impair the character of the Project as an enterprise permitted by the Act.

If the Company elects to construct any such new buildings and improvements, for all purposes of this Lease, any reference to the words "Project Improvements" shall be deemed to also include any such new buildings and improvements and all additions thereto and all replacements and alterations thereof.

Unless the Company makes the determination described in subsection (f) below, the Net Proceeds of casualty insurance required by **Article VII** hereof received with respect to such damage or loss to the Project shall be used to pay the cost of repairing, restoring,

replacing or rebuilding the Project or any part thereof. Insurance monies in an amount less than $1,000,000 may be paid to or retained by the Company to be held in trust and used as provided herein. Insurance monies in any amount of $1,000,000 or more shall be (i) paid to the Trustee and deposited in the Project Fund and shall be disbursed as provided in **Section 4.4** hereof to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof, or (ii) if determined by the Owners of 100% in principal amount of the Bonds Outstanding, applied as directed by, or on behalf of, such Owners of 100% in principal amount of the Bonds Outstanding. If the Company makes the determination described in subsection (f) below, the Net Proceeds shall be deposited with the Trustee and used to redeem Bonds as provided in subsection (f).

(b) Unless the Company makes the determination described in subsection (f) below, if any of the insurance monies paid by the insurance company as hereinabove provided remain after the completion of such repairs, restoration, replacement or rebuilding, and this Lease has not been terminated, the excess shall be deposited in the Bond Fund, subject to the rights of any Lender under the terms of the Mortgage. Completion of such repairs, restoration, replacement or rebuilding shall be evidenced by a certificate of completion in accordance with the provisions of Section 4.5 hereof. If the Net Proceeds are insufficient to pay the entire cost of such repairs, restoration, replacement or rebuilding, the Company shall pay the deficiency.

(c) Except as otherwise provided in this Lease, in the event of any such damage by fire or any other casualty, the provisions of this Lease shall be unaffected and the Company shall remain and continue liable for the payment of all Basic Rent and Additional Rent and all other charges required hereunder to be paid by the Company, as though no damage by fire or any other casualty has occurred.

(d) The City and the Company agree that they will cooperate with each other, to such extent as such other party may reasonably require, in connection with the prosecution or defense of any action or proceeding arising out of, or for the collection of any insurance monies that may be due in the event of, any loss or damage, and that they will execute and deliver to such other parties such instruments as may be required to facilitate the recovery of any insurance monies.

(e) The Company agrees to give prompt notice to the City and the Trustee with respect to all fires and any other casualties occurring in, on, at or about the Project Site which damages a material portion of the Project.

(f) If the Company determines that rebuilding, repairing, restoring or replacing the Project is not practicable or desirable, or if the Company does not have the right under any Mortgage to use any Net Proceeds for repair or restoration of the Project, any Net Proceeds of casualty insurance required by **Article VII** hereof received with respect to such damage or loss shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and shall be used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same become due, all subject to rights of any Lender under a Mortgage (if any). The Company agrees to be reasonable in exercising its judgment pursuant to this subsection (f). Alternatively, if the Company is the sole owner of the Bonds and it has determined that rebuilding, repairing, restoring or replacing the Project is not practicable or desirable, it may tender Bonds to the Trustee for cancellation in a principal amount equal to the Net Proceeds of the casualty insurance, and retain such proceeds for its own account.

(g) The Company shall not, by reason of its inability to use all or any part of the Project during any period in which the Project is damaged or destroyed or is being

repaired, rebuilt, restored or replaced, nor by reason of the payment of the costs of such rebuilding, repairing, restoring or replacing, be entitled to any reimbursement from the City, the Trustee or the Owners or to any abatement or diminution of the rentals payable by the Company under this Lease or of any other obligations of the Company under this Lease except as expressly provided in this Section.

Section 9.2. Condemnation.

(a) If during the Lease Term, title to, or the temporary use of, all or any part of the Project is condemned by or sold under threat of condemnation to any authority possessing the power of eminent domain, to such extent that the claim or loss resulting from such condemnation is greater than $1,000,000, the Company shall, within 90 days after the date of entry of a final order in any eminent domain proceedings granting condemnation or the date of sale under threat of condemnation, notify the City, the Trustee, and any Lender under a Mortgage (if any) in writing as to the nature and extent of such condemnation or loss of title and whether it is practicable and desirable to acquire or construct substitute improvements.

(b) If the Company determines that such substitution is practicable and desirable, the Company shall proceed promptly with and complete with reasonable dispatch the acquisition or construction of such substitute improvements, so as to place the Project in substantially the same condition as existed before the exercise of the said power of eminent domain, including the acquisition or construction of other improvements suitable for the Company's operations at the Project (which improvements will be deemed a part of the Project and available for use and occupancy by the Company without the payment of any rent other than herein provided, to the same extent as if such other improvements were specifically described herein and demised hereby); provided, that such improvements will be acquired by the City subject

to no liens, security interests or encumbrances before the lien and/or security interest afforded by the Indenture and this Lease other than Permitted Encumbrances. In such case, any Net Proceeds received from any award or awards with respect to the Project or any part thereof made in such condemnation or eminent domain proceedings, or of the sale proceeds, shall be applied in the same manner as provided in Section 9.1 hereof (with respect to the receipt of casualty insurance proceeds).

(c) If the Company determines that it is not practicable or desirable to acquire or construct substitute improvements, any Net Proceeds of condemnation awards received by the Company shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and shall be used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same becomes due and payable, provided that if the Company is the sole owner of the Bonds and it has determined that acquiring and constructing substitute improvements is not practicable or desirable, it may tender Bonds to the Trustee for cancellation in a principal amount equal to the Net Proceeds of the condemnation awards, and retain such proceeds for its own account, all subject to the rights of any Lender under a Mortgage (if any).

(d) The Company shall not, by reason of its inability to use all or any part of the Project during any such period of restoration or acquisition nor by reason of the payment of the costs of such restoration or acquisition, be entitled to any reimbursement from the City, the Trustee or the Owners or to any abatement or diminution of the rentals payable by the Company under this Lease nor of any other obligations hereunder except as expressly provided in this Section.

(e) The City shall cooperate fully with the Company in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof, and shall, to the extent it may lawfully do so, permit the

Company to litigate in any such proceeding in the name and on behalf of the City. In no event will the City voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the prior written consent of the Company and the Lender.

Section 9.3. Bondowner Approval

Notwithstanding anything to the contrary contained in this **Article IX,** and subject to the rights of the Lender, the proceeds of any insurance received subsequent to a casualty or of any condemnation proceedings (or threats thereof) may prior to the application thereof by the City or the Trustee be applied as directed by the Owners of 100% of the principal amount of Bonds Outstanding, subject and subordinate to (a) the terms and conditions of the Mortgage; (b) the rights of the City and the Trustee to be paid all their expenses (including attorneys' fees, trustee's fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds.

ARTICLE X

SPECIAL COVENANTS

Section 10.1. No Warranty of Condition or Suitability by the City; Exculpation and Indemnification.

The City makes no warranty, either express or implied, as to the condition of the Project or that it will be suitable for the Company's purposes or needs. The Company releases the City and the Trustee from, agrees that the City and the Trustee shall not be liable for and agrees to hold the City and the Trustee harmless against, any loss or damage to property or any injury to or death of any Person that may be occasioned by any cause whatsoever pertaining to the Project or the Company's use thereof, unless such loss is

the result of the City's or the Trustee's gross negligence or willful misconduct. This provision shall survive termination of this Lease.

Section 10.2. Surrender of Possession

Upon accrual of the City's right of re-entry to the extent provided in Section 12.2(b) hereof, the Company shall peacefully surrender possession of the Project to the City in good condition and repair; provided, however, the Company may within 90 days (or such later date as the City may agree to) after the termination of this Lease remove from the Project Site any buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and not constituting part of the Project. All repairs to and restorations of the Project required to be made because of such removal shall be made by and at the sole cost and expense of the Company, and during said 90-day (or extended) period the Company shall bear the sole responsibility for and bear the sole risk of loss for said buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and not constituting part of the Project. All buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and which are not so removed from the Project before the expiration of said period shall be the separate and absolute property of the City.

Section 10.3. City's Right of Access to the Project

The Company agrees that the City and the Trustee and their duly authorized agents shall have the right at reasonable times during business hours, subject to 24 hours' advance written notice and the Company's usual safety and security requirements, (and provided that no such access need be granted with respect to an occupied residential unit), to enter upon the Project Site (a) to examine and inspect the Project without interference or prejudice to the Company's operations, (b) as may be reasonably necessary to cause to be completed the purchase and installation provided for in Section 4.2 hereof, (c)

performing such work in and about the Project Site made necessary by reason of the Company's default under any of the provisions of this Lease, and (d) exhibiting the Project to prospective purchasers, lessees or trustees subsequent to an Event of Default.

Section 10.4. Granting of Easements; Mortgages and Financing Arrangements.

(a) Subject to **Sections 10.4(b) and (c),** if no Event of Default under this Lease has happened and is continuing, the Company may at any time or times (i) grant subleases (as permitted in **Section 13.1(**b) hereof), easements, licenses, rights-of-way (including the dedication of public highways) and other rights or privileges in the nature of easements that are for the direct use of the Project, or part thereof, by the grantee, (ii) release or terminate existing subleases, easements, licenses, rights-of-way and other rights or privileges, all with or without consideration and upon such terms and conditions as the Company shall determine, or (iii) incur Permitted Encumbrances. The Company may take such actions and may execute any applicable documents in the Company's own name. No separate signature of or authorization from the City shall be required for the execution and delivery of any such document, although the City agrees to execute and deliver such confirming documents as are described below, under the procedures described below, if the Company chooses to make such a request, provided that no such document shall impose any obligation (monetary or otherwise) on the City or require any representations by the City. All third parties entering into agreements with the Company or receiving delivery of or the benefit of such agreements or documents shall be entitled to rely upon the same as having been executed and delivered by the City, unless such third party has actual or constructive notice, expressly in writing, that the agency herein granted by the City to the Company has been terminated by the City because of an uncured Event of Default hereunder. The City agrees that it will execute and deliver and will cause and direct the Trustee to execute and deliver any instrument necessary or appropriate to confirm and grant, release or

terminate any such sublease, easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by the City and the Trustee of: (i) a copy of the instrument of grant, release or termination or of the agreement or other arrangement, (ii) a written application signed by an Authorized Company Representative requesting such instrument, and (iii) a certificate executed by an Authorized Company Representative stating that such grant or release is not detrimental to the proper conduct of the business of the Company, will not impair the effective use or interfere with the efficient and economical operation of the Project, will not materially adversely affect the security intended to be given by or under the Indenture and will be a Permitted Encumbrance, provided that no such document shall impose any obligation (monetary or otherwise) on the City or require any representations by the City. If no Event of Default has happened and is continuing beyond any applicable grace period, any payments or other consideration received by the Company for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of the Company; but, subject to Sections 10.4(b) and (c), upon (i) termination of this Lease for any reason other than the redemption of the Bonds and/or the purchase of the Project by the Company or (ii) the occurrence and continuance of an Event of Default by the Company, all rights then existing of the Company with respect to or under such grant shall inure to the benefit of and be exercisable by the City and the Trustee.

(b) The right of a Lender to foreclose upon the lien of a Mortgage or accept a deed in lieu of foreclosure from the Company shall not require the consent of the City, if written notice of the proposed sale or assignment is provided to the City at least fifteen (15) days prior thereto. The City acknowledges and agrees that the Company may further finance and refinance its rights and interests in the Project, this Lease, and the leasehold estate created hereby with prior notice to but without the consent of the City,

provided and upon condition that a duplicate original or certified copy or photostatic copy of each such Mortgage, and the note or other obligation secured thereby, is delivered to the City within thirty (30) days after the execution thereof. The Company may mortgage the fee estate held by the City with the consent of the City, not to be unreasonably withheld, conditioned, or delayed. In connection with any Mortgage, the Company shall have the right to assign this Lease, the leasehold estate, any sublease, and any rights in connection therewith, and/or grant liens or security interests therein, to any Lender. Any further sublease or assignment by any Lender shall be subject to the provisions of Section 13.1(c).

(c) With respect to a future Mortgage, upon notice by the Company to the City in writing that it has executed a Mortgage under which it has granted rights in this Lease to a Lender which includes the name and address of such Lender, the following provisions shall apply in respect of each such Lender:

(1) there shall be no merger of this Lease or of the leasehold estate created hereby with the fee title to the Project, notwithstanding that this Lease or said leasehold estate and said fee title shall be owned by the same Person or Persons, without the prior written consent of such Lender;

(2) the City shall serve upon each such Lender (at the address, if any, provided to the City) a copy of each notice of the occurrence of an Event of Default and each notice of termination given to the Company under this Lease, at the same time as such notice is served upon the Company. No such notice to the Company shall be effective unless a copy thereof is thus served upon each Lender (at the address, if any, provided to the City);

(3) each Lender shall have the same period of time which the Company has, after the service of any required notice upon it, within which to remedy or

cause to be remedied any payment default under this Lease which is the basis of the notice plus thirty (30) days, and the City shall accept performance by such Lender as timely performance by the Company;

(4) the City may exercise any of its rights or remedies with respect to any other Event of Default by the Company, subject to the rights of each Lender under this **Section 10.4(c)** as to such other events of default. Without limiting the generality of the foregoing, any Lender holding a Mortgage of the fee simple interest or leasehold interest in the Project may cause the sale of the fee simple interest or any leasehold interest of the Company, as applicable, to be sold at foreclosure sale conducted in accordance with applicable law and the terms of the Mortgage, may accept assignment of this Lease in lieu of foreclosure and may appoint a receiver for the Project, all without obtaining the prior written consent of the City (provided that the City's right to exercise remedies under this Lease against any successor in interest shall not be reduced by virtue of such transfer);

(5) upon the occurrence and continuance of an Event of Default by the Company under this Lease, other than a default in the payment of money, the City shall take no action to effect a termination of this Lease by service of a notice or otherwise, without first giving notice thereof to each such Lender and permitting such Lender (or its designee, nominee, assignee, or transferee) a reasonable time within which to remedy such default in the case of an Event of Default which is susceptible of being cured (provided that the period to remedy such event of default shall continue beyond any period set forth in the Lease to effect said cure so long as the Lender (or its designee, nominee, assignee, or transferee) is diligently prosecuting

such cure); provided that the Lender (or its designee, nominee, assignee, or transferee) shall pay or cause to be paid to the City and the Trustee all expenses, including reasonable counsel fees, court costs and disbursements incurred by the City or the Trustee in connection with any such default; and

(6) such Lenders (and their designees, nominees, assignees, or transferees) shall have the right to enter, possess and use the Project at such reasonable times and manner as are necessary or desirable to effectuate the remedies and enforce their respective rights under the Mortgage(s).

(d) In connection with the execution of one or more Mortgages, upon the request of the Company, the City agrees to execute such documents as shall be reasonably requested by a Lender and which are usual and customary in connection with the closing of the financing or refinancing pursuant to the Mortgage, provided that the City shall not be required to undertake any duties or payment obligations under such documents and shall make only such representations as it deems appropriate in its sole discretion. The Company agrees to reimburse the City for any and all costs and expenses incurred by the City pursuant to this Section, including reasonable attorneys' fees and expenses, in complying with such request.

(e) This Lease is subject to any Mortgage executed or consented to by the Company.

(f) Notwithstanding anything contained to the contrary in this Lease, (a) the Company shall have the right to assign this Lease and any subleases to a Lender or to the designee or nominee of a Lender, without the consent of the City, and (b) if a Lender or its designee or nominee shall acquire ownership of the leasehold estate, either following foreclosure of the applicable Mortgage or in liquidation of the indebtedness and in lieu of

foreclosure thereof, said Lender or its designee or nominee shall have the further right to further assign this Lease and any subleases and any purchase money mortgage accepted in connection therewith, without the consent of the City and such assignee shall enjoy all rights, powers and privileges granted herein to said Lender; provided, however, that such Lender or its assignee or nominee, or their assignee or nominee, shall assume in writing all rights, duties and obligations of the Company under this Lease.

(g) During the term of any Mortgage, the following provisions shall apply:

(i) this Lease may not be modified, amended, canceled or surrendered by agreement between the City and the Company, without the prior written consent of the applicable Lender;

(ii) if this Lease shall terminate prior to the expiration of the Lease Term, the City shall enter into a new lease for the Project with the applicable Lender or its designee or nominee, for the remainder of the Lease Term, effective as of the date of such termination, at the same rent and upon the same terms, covenants and conditions contained herein, except that such new lease shall not guarantee possession of the Project to the new tenant as against the Company and/or anyone claiming under the Company, and the City, simultaneously with the execution and delivery of such new lease, shall turn over to the new tenant all monies, if any, then held by the City under the Lease on behalf of the Company, on condition that:

(A) The applicable Lender shall make written request for such new lease within thirty (30) days after the date of such termination, and

(B) on the commencement date of the term of the new lease, the applicable Lender shall cure all defaults of the Company under the Lease (susceptible of being cured by such Lender) which remain uncured on that date, and shall pay or cause to be paid all unpaid sums which at such time would have been payable under this Lease but for such termination, and shall pay or cause to be paid to the City on that date all fees, costs, charges and expenses, including, without limitation, reasonable counsel fees, court costs and disbursements, incurred by the City or the Trustee in connection with any such default and termination as well as in connection with the execution and delivery of such new lease;

(iii) if a Lender or its designee or nominee shall become the owner of this Lease either following foreclosure of a Mortgage or in liquidation of the indebtedness and in lieu of foreclosure thereof and said Lender or its designee or nominee shall have assigned this Lease, said Lender or its designee or nominee so assigning shall be released from all liability accruing from and after the date of such assignment.

(h) The City agrees that any requested consent or signature of the City to any Mortgage under this Section (including any related document, including but not limited to documents subordinating the City's fee interest in the Project Site or any portion thereof to a Mortgage) may be given by the City Manager, in his or her discretion, without further approval of the City Council. The City agrees that if a Mortgage on the fee interest in the Project Site is granted that this Lease shall be subject to, and subordinate to, any

such Mortgage and that the Lender will not be required to grant any rights of nondisturbance with respect to this Lease.

Section 10.5. Indemnification of City and Trustee.

The Company shall indemnify and save and hold harmless the City and the Trustee and their governing body members, officers, agents and employees (collectively, the "Indemnified Parties") from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, by or on behalf of any person, firm or corporation arising from the issuance of the Bonds and the execution of this Lease, the Indenture or any other documents entered into in connection with the Bonds and from the conduct or management of, or from any work or thing done in or on the Project during the Lease Term, and against and from all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising during the Lease Term from (a) any condition of the Project, (b) any breach or default on the part of the Company in the performance of any of its obligations under this Lease or any related document, (c) any contract entered into by the Company in connection with the purchase, construction, extension or improvement of the Project, (d) any act of negligence of the Company or of any of its agents, contractors, servants, employees or licensees, (e) any liability of an Indemnified Party resulting from a failure to comply with Section 107.170 of the Revised Statues of Missouri, as amended, with respect to the Project, (f) unless the Company has been released from liability pursuant to **Section 13.1(d),** any act of negligence of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company, (g) obtaining any applicable state and local sales and use tax exemptions for materials or goods that become part of the Project, and (h) any claim relating to the presence on, escape or removal from the Project during the term of the Lease of any hazardous substance or other material regulated by any applicable Environmental Law, or compliance with any

applicable Environmental Law, whether such claim arises before, during or after the term of this Lease, including claims relating to personal injury or damage to property; provided, however, the indemnification contained in this **Section 10.5** shall not extend to (i) the City if such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of work being performed at the Project by employees of the City or the result of negligence or willful misconduct by the City (except in the case of failure to comply with Section 107.170), or (ii) the Trustee if such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of the negligence or willful misconduct of the Trustee or (iii) the City for any claim relating to the failure of such party to perform its obligations under this Lease or the Indenture. Upon notice from the City or the Trustee, the Company shall defend them or either of them in any such action or proceeding. This **Section 10.5** shall survive any termination of this Lease or the satisfaction and discharge of the Indenture.

In case any action shall be brought against one or more of the Indemnified Parties based upon the foregoing indemnification and in respect of which indemnity may be sought against the Company, the Indemnified Parties shall promptly notify the Company in writing and the Company shall promptly assume the defense thereof, including the employment of counsel satisfactory to the Indemnified Parties, the payment of all reasonable expenses and the right to negotiate and consent to settlement. If the Company shall have wrongfully failed to assume the defense of such action, the reasonable fees and expenses of counsel retained by the Indemnified Party shall be paid by the Company. If any of the Indemnified Parties is advised by counsel retained by the Company to defend such action that there may be legal defenses available to it which are adverse to or in conflict with those available to the Company or any other Indemnified Party, and that the defense of such Indemnified Party should be handled by separate counsel, the Company shall not have the right to assume the

defense of such Indemnified Party, but shall be responsible for the reasonable fees and expenses of counsel retained by such Indemnified Party in assuming its own defense. Any one or more of the Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but except as otherwise set forth in this Section, the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Indemnified Parties unless employment of such counsel has been specifically authorized by the Company. The Company shall not be liable for any settlement of any such action effected without its consent by any of the Indemnified Parties, but if settled with the consent of the Company or if there be a final judgment for the plaintiff in any such action against the Company or any of the Indemnified Parties, with or without the consent of the Company, the provided that the Company was given prompt written notice and the ability to assume the defense thereof as required by this paragraph, the Company agrees to indemnify and hold harmless the Indemnified Parties to the extent provided herein.

Section 10.6. Depreciation, Investment Tax Credit and Other Tax Benefits.

The City agrees that any depreciation, investment tax credit or any other tax benefits with respect to the Project or any part thereof shall be made available to the Company, and the City will fully cooperate with the Company in any effort by the Company to avail itself of any such depreciation, investment tax credit or other tax benefits.

Section 10.7. Company to Maintain its Corporate Existence.

The Company agrees that until the Bonds are paid or payment is provided for in accordance with the terms of the Indenture, it will maintain its corporate existence, and will not dissolve or otherwise dispose of all or substantially all of its assets; provided, however, that the Company may, without violating the agreement contained in this Section, consolidate with or merge into another domestic corporation (i.e., a corporation

incorporated and existing under the laws of one of the states of the United States) or permit one or more other domestic corporations to consolidate with or merge into it, or may sell or otherwise transfer to another domestic corporation all or substantially all of its assets as an entirety and thereafter dissolve, provided, the surviving, resulting or transferee corporation either (A) becomes, in connection with the consolidation, merger or sale of assets becomes the Owner of 100% in principal amount of the Bonds outstanding and expressly assumes in writing all of the obligations of the Company contained in this Lease, or (B) if not the Owner of 100% in principal amount of the Bonds outstanding, expressly assumes in writing all the obligations of the Company contained in this Lease; and, further provided, that if not the Owner of 100% in principal amount of the Bonds outstanding, the surviving, resulting or transferee corporation, as the case may be, has a consolidated net worth (after giving effect to said consolidation, merger or transfer) at least (i) equal to or greater than that of the Company immediately prior to said consolidation, merger or transfer, or (ii) $50,000,000. The term "net worth," as used in this Section, shall mean the difference obtained by subtracting total liabilities (not including as a liability any capital or surplus item) from total assets of the Company and all of its subsidiaries. In any such consolidation, merger or transfer the Company shall comply with the provisions of **Section 13.1** hereof to the extent applicable.

Section 10.8. Security Interests.

At the written request of the Owner of the Bonds, the City and the Company agree to enter into all instruments (including financing statements and statements of continuation) necessary for perfection of and continuance of the perfection of the security interests of the City and the Trustee in the Project. Upon the written instructions of the Owner of the Bonds, the Trustee, at the Company's expense, shall file all instruments the Owner of the Bonds shall deem necessary to be filed. The Trustee shall, pursuant to **Section 805** of the Indenture, file continuation statements of

originally filed financing statements for so long as the Bonds shall be Outstanding provided a copy of such originally financing statements is timely delivered to the Trustee. The City and the Company shall cooperate with the Trustee in this regard by executing such continuation statements and providing such information as the Trustee may require to renew such liens.

ARTICLE XI

OPTION AND OBLIGATION TO PURCHASE THE PROJECT

Section 11.1. Option to Purchase the Project

The Company shall have, and is hereby granted, the option to purchase the Project at any time, upon payment in full of all Bonds then outstanding or provision for their payment having been made pursuant to **Article XIII** of the Indenture. To exercise such option the Company shall give written notice to the City and to the Trustee, and shall specify therein the date of closing such purchase, which date shall be not less than 15 nor more than 90 days from the date such notice is mailed, and in case of a redemption of the Bonds in accordance with the provisions of the Indenture, the Company shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption. Such notice may be waived by the City and the Trustee in their discretion. Notwithstanding the forgoing, if the City or the Trustee provides notice of its intent to exercise its remedies hereunder (a "Remedies Notice"), the Company shall be deemed to have exercised its repurchase option under this Section on the 29th day following the issuance of the Remedies Notice without any further action by the Company; provided said notice has not been rescinded by such date (such option to take place on the 29th day following the issuance of the Remedies Notice). The Company may rescind such exercise by providing written notice to the City and the Trustee on or prior to the 29th and by taking such action as may be required to cure the default that led to the giving

of the Remedies Notice. The purchase price payable by the Company in the event of its exercise of the option granted in this Section shall be the sum of the following:

(a) an amount of money which, when added to the amount then on deposit in the Bond Fund, will be sufficient to redeem all the then outstanding Bonds on the earliest redemption date next succeeding the closing date, including, without limitation, principal and interest to accrue to said redemption date and redemption expense; plus

(b) an amount of money equal to the Trustee's reasonable fees, charges and expenses under the Indenture accrued and to accrue until such redemption of the Bonds; plus

(c) an amount of money equal to all PILOT Payments and other payments due and payable pursuant to **Article VI** hereof through the end of the calendar year in which the date of purchase occurs; plus

(d) the sum of $100.00.

At its option, to be exercised at least 5 days prior to the date of closing such purchase, the Company may deliver to the Trustee for cancellation Bonds not previously paid, and the Company shall receive a credit against the purchase price payable by the Company in an amount equal to 100% of the principal amount of the Bonds so delivered for cancellation, plus the accrued interest thereon.

Section 11.2. Conveyance of the Project.

At the closing of the purchase of the Project pursuant to this Article, the City will upon receipt of the purchase price deliver to the Company the following:

(a) If the Indenture shall not at the time have been satisfied in full, a release from the Trustee of the Project from the lien and/or security interest of the Indenture and this Lease and appropriate termination of financing statements as required under the Uniform Commercial Code; and

(b) Documents, including without limitation a special warranty deed as to the Project Site, conveying to the Company legal title to the Project, as it then exists, in recordable form, subject to the following: (i) those liens and encumbrances, if any, to which title to the Project was subject when conveyed to the City (such that the City shall not have placed any mortgage, deed of trust, or any other similar instrument upon the Project without the prior written consent of the Company); (ii) those liens and encumbrances created by the Company or to the creation or suffering of which the Company consented; (iii) those liens and encumbrances resulting from the failure of the Company to perform or observe any of the agreements on its part contained in this Lease; (iv) Permitted Encumbrances other than the Indenture and this Lease; and (v) if the Project or any part thereof is being condemned, the rights and title of any condemning authority.

Any deed of trust, mortgage, or any other similar instrument placed upon the Project by the City shall be removed prior to conveyance of the Project to the Company, unless otherwise consented to in writing by the Company.

Section 11.3. Relative Position of Option and Indenture

The options and obligation to purchase the Project granted to the Company in this Article shall be and remain prior and superior to the Indenture and may be exercised whether or not the Company is in default under this Lease, provided that such default

will not result in nonfulfillment of any condition to the exercise of any such option and further provided that all options herein granted shall terminate upon the termination of this Lease.

Section 11.4. Obligation to Purchase the Project

(a) As additional consideration for the Company's use of the Project, the Company hereby agrees to purchase, and the City hereby agrees to sell, the Project upon the occurrence of (a) the expiration of the Lease Term following full payment of the Bonds or provision for payment thereof having been made in accordance with the provisions of the Indenture, and (b) the final payments due under Article VI of this Lease. The amount of the purchase price under this Section shall be $100 plus an amount sufficient to redeem all the then Outstanding Bonds, plus accrued interest and the reasonable fees and expenses of the City and the Trustee.

(b) If the Abatement Period ends prior to **2047**, the Company shall exercise the option to purchase the Project under **Section 11.1** of this Lease in December of the final year of the Abatement Period.

(c) If the Company fails to complete the purchase of the Project at the time required by this Section, the City is specifically authorized to convey the Project back to the Company with or without terminating this Lease and, in such case, may unilaterally terminate this Lease by an instrument signed by the City alone.

ARTICLE XII

DEFAULTS AND REMEDIES

Section 12.1. Events of Default

.If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an "Event of Default" or "default" under this Lease:

(a) Default in the due and punctual payment of Basic Rent for a period of 5 days following written notice to the Company by the City or the Trustee; or

(b) Default in the due and punctual payment of Additional Rent for a period of 30 days following written notice to the Company by the City or the Trustee or the Owners of 25% in aggregate principal amount of all Bonds Outstanding; or

(c) Default in the due observance or performance of any other covenant, agreement, obligation or provision of this Lease on the Company's part to be observed or performed, and such default shall continue for 30 days after the City or the Trustee or the Owners of 25% in aggregate principal amount of all Bonds Outstanding has given the Company written notice specifying such default (or such longer period as shall be reasonably required to cure such default provided that (1) the Company has commenced such cure within said 30-day period, and (2) the Company diligently prosecutes such cure to completion); or

(d) The Company: (1) admits in writing its inability to pay its debts as they become due; or (2) files a petition in bankruptcy or for reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code as now or in the future amended or any other similar present or future federal or state statute or regulation, or files

a pleading asking for such relief; or (3) make an assignment for the benefit of creditors; or (4) consents to the appointment of a trustee, receiver or liquidator for all or a major portion of its property or fails to have the appointment of any trustee, receiver or liquidator made without the Company's consent or acquiescence, vacated or set aside; or (5) is finally adjudicated as bankrupt or insolvent under any federal or state law; or (6) is subject to any proceeding, or suffers the entry of a final and non-appealable court order, under any federal or state law appointing a trustee, receiver or liquidator for all or a major part of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the Bankruptcy Code, as now or in the future amended, which order or proceeding, if not consented to by it, is not dismissed, vacated, denied, set aside or stayed within 90 days after the day of entry or commencement; or (7) suffers a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed, or is not released within 60 days after the final entry, or levy or after any contest is finally adjudicated or any stay is vacated or set aside; or

(e) the Company vacates, abandons, ceases operations, fails to occupy or is ejected from the Project Site or any material portion thereof, and the same remains uncared for or abandoned for a period of 90 days; unless the Project has been subject to a casualty and the Company is intending to rebuild the Project in accordance with **Section 9.1** hereof; or

(f) the Company, after completion of construction, operates or allows operation of any portion of the Project as other than a Permitted Facility

for a period of 90 days; unless the Project has been subject to a casualty and the Company is intending to rebuild the Project.

Section 12.2. Remedies on Default.

If any Event of Default referred to in **Section 12.1** hereof has occurred and continues beyond the period provided to cure, then the City may at the City's election (subject, however, to any restrictions against acceleration of the maturity of the Bonds or termination of this Lease in the Indenture), then or at any time thereafter, and while such default continues, take any one or more of the following actions:

(a) cause all amounts payable with respect to the Bonds for the remainder of the term of this Lease to become due and payable after giving ten (10) days prior written notice thereof to the Company, as provided in the Indenture; or

(b) give the Company written notice of the City's intention to terminate this Lease on a date specified therein, which date shall not be earlier than 30 days after such notice is given, and if all defaults have not then been cured, on the date so specified, the Owners shall tender or be deemed to have tendered the outstanding principal amount of the Bonds for cancellation with instruction that such tender is in lieu of payment in accordance with **Section 11.1** hereof and this Lease shall thereupon be terminated, and the City will promptly convey the Project in accordance with **Section 11.2** hereof.

With regard to any alleged default concerning which notice is given to the Company under the provisions of this Section, the City hereby grants the Company full authority for account of the City to perform any covenant or obligation, the

nonperformance of which is alleged in said notice to constitute a default, in the name and stead of the City, with full power to do any and all things and acts to the same extent that the City could do and perform any such things and acts in order to remedy such default.

Section 12.3. Survival of Obligations.

The Company covenants and agrees with the City and Owners that those of its obligations under this Lease which by their nature require performance after the end of the term of this Lease, or which are expressly stated herein as intended to survive expiration or termination of this Lease, shall survive the cancellation and termination of this Lease, for any cause.

Section 12.4. Performance of the Company's Obligations by the City.

If the Company shall fail to keep or perform any of its obligations as provided in this Lease in the making of any payment or performance of any obligation, then the City, or the Trustee in the City's name, may (but shall not be obligated so to do) upon the continuance of such failure on the Company's part for 30 days after written notice of such failure is given the Company by the City or the Trustee, and without waiving or releasing the Company from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and all reasonable sums so paid by the City or the Trustee and all incidental reasonable costs and expenses incurred by the City or the Trustee (including, without limitation, attorneys' fees and expenses) in performing such obligations shall be deemed Additional Rent and shall be paid to the City or the Trustee on demand, and if not so paid by the Company, the City or the Trustee shall have the same rights and remedies provided for in **Section 12.2** hereof in the case of default by the Company in the payment of Basic Rent.

Section 12.5. Rights and Remedies Cumulative

The rights and remedies reserved by the Trustee, the City and the Company hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Trustee, the City and the Company shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Lease, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 12.6. Waiver of Breach

No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by the Company of any covenant, agreement or undertaking by the Company, the Trustee or the City may nevertheless accept from the Company any payment or payments hereunder without in any way waiving the Trustee or the City's right to exercise any of its rights and remedies provided for herein with respect to any such breach or breaches of the Company which were in existence at the time such payment or payments were accepted by the Trustee or the City.

Section 12.7. Trustee's Exercise of the City's Remedies.

Whenever any Event of Default shall have occurred and be continuing, the Trustee may, but except as otherwise provided in the Indenture shall not be obliged to, exercise any or all of the rights of the City under this Article, upon notice as required of the City unless the City has already given the required notice. In addition, the Trustee shall have available to it all of the remedies prescribed by the Indenture.

ARTICLE XIII

ASSIGNMENT AND SUBLEASE

Section 13.1. Assignment; Sublease

(a) Subject to subsection (c), below, the Company may assign, transfer, encumber or dispose of this Lease or any interest therein or part thereof for any lawful purpose under the Act. With respect to any assignment, the Company shall comply with the following conditions:

(1) Such assignment shall be in writing, duly executed and acknowledged by the assignor and in proper form for recording;

(2) Such assignment shall include the entire then unexpired term of this Lease; and

(3) A duplicate original of such assignment shall be delivered to the City and the Trustee within 10 days after the execution thereof, together with an assumption agreement, duly executed and acknowledged by the assignee in proper form for recording, by which the assignee shall assume all of the terms, covenants and conditions of this Lease on the part of the Company to be performed and observed.

(b) Without the consent of the City, the Company shall have the right to sublet all or any part of the Project to a single entity for any lawful purpose under the Act. The Company shall, within 10 days after the delivery thereof, furnish or cause to be furnished to the City and the Trustee a true and correct copy of each such sublease. Any complying sublease may provide, at the Company's option, that the City's consent shall

not be required in respect of any further subletting thereunder if such further subletting is for a similar purpose as the original sublease and is for a purpose permissible under the Act. Notwithstanding the foregoing, the Company may, in the ordinary course of its business, and without the prior approval of, or notice to, the City, enter into leases or subleases with one or more end users for the various parcels, units or space within the Project to be used for purposes commonly associated with the use of a Permitted Facility. For any sublease requiring consent of the City, such consent shall not be unreasonably withheld, conditioned or delayed, provided that the City may require that any sublessee for which consent is required demonstrate to the City's reasonable satisfaction that it has sufficient financial, management, property ownership and operation capabilities, and that it is interested in the long-term viability of the portion of the Project to be subleased.

If for any reason this Lease and the leasehold estate of the Company hereunder is terminated by the City by summary proceedings or otherwise in accordance with the terms of this Lease, the City covenants and agrees that such termination of this Lease shall not result in a termination of any sublease affecting the Project or any part or parts thereof and that they shall all continue for the duration of their respective terms and any extensions thereof as a direct lease between the City hereunder and the sublessee thereunder, with the same force and effect as if the City hereunder had originally entered into such sublease as landlord thereunder; provided that, the City shall have no liability for any loss associated with or any monetary obligation or other obligation of the landlord under any such sublease. Any such sublessee shall not be named or joined in any action or proceeding by the City under this Lease to recover possession of the Project or for any other relief if such sublessee is not then in default under the terms of its sublease beyond any applicable grace period for curing the same.

(c) For any assignment of this Lease (except as otherwise allowed under **Section 10.4** with respect to a Lender and/or Mortgage), the Company shall obtain the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed, unless such assignment is to an entity controlled by or under common control with or controlling the Company, in which event no written consent of the City shall be required. The City may require that any assignee for which consent is required demonstrate to the City's reasonable satisfaction that it has sufficient financial, management, property ownership and operation capabilities, and that it is interested in the long-term viability of the Project.

(d) Any assignee of all the rights of the Company shall agree to be bound by the terms of this Lease and any other documents related to the issuance of the Bonds. Upon such assignment of all the rights of the Company and agreement by the assignee to be bound by the terms of this Lease and any other documents related to the Bonds, the Company shall be released from and have no further obligations under this Lease or any agreement related to the issuance of the Bonds.

(e) The City agrees that any requested consent or signature of the City to any sublease or assignment under this Article, including any related document, may be given by the City Administrator, in his or her discretion, without further approval of the City Council.

Section 13.2. Assignment of Revenues by City

The City shall assign and pledge any rents, revenues and receipts receivable under this Lease, to the Trustee pursuant to the Indenture as security for payment of the principal of, interest and premium, if any, on the Bonds and the Company hereby consents to such pledge and assignment. The City and the Company recognize that the Trustee is a third party creditor beneficiary of this Lease.

Section 13.3. Prohibition Against Fee Mortgage of Project.

Except as otherwise set forth in **Section 10.4**, the City shall not mortgage its fee interest in the Project, but may assign its interest in and pledge any moneys receivable under this Lease to the Trustee pursuant to the Indenture as security for payment of the principal of and interest on the Bonds.

Section 13.4. Restrictions on Sale or Encumbrance of Project by City.

During this Lease Term, the City agrees that, except to secure the Bonds to be issued pursuant to the Indenture, it will not sell, assign, encumber, transfer or convey the Project or any interest therein, but may assign its interest in and pledge any moneys receivable under this Lease to the Trustee pursuant to the Indenture as security for payment of the principal of and interest on the Bonds.

ARTICLE XIV

AMENDMENTS, CHANGES AND MODIFICATIONS

Section 14.1. Amendments, Changes and Modifications

Except as otherwise provided in this Lease or in the Indenture, subsequent to the issuance of Bonds and prior to the payment in full of the Bonds (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), this Lease may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the Trustee, given in accordance with the provisions of the Indenture.

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 15.1. Notices.

All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be governed by Section 1403 of the Indenture.

Section 15.2. City Shall Not Unreasonably Withhold Consents and Approvals

Wherever in this Lease it is provided that the City shall, may or must give its approval or consent, or execute supplemental agreements or schedules, unless stated that such matter is in the City's sole discretion, the City shall not unreasonably, arbitrarily or unnecessarily withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements or schedules; provided, however, that nothing in this Lease shall be interpreted to affect the City's rights to approve or deny any additional project or matter unrelated to the Project subject to zoning, building permit or other regulatory approvals by the City.

Section 15.3. Net Lease

The parties hereto agree (a) that this Lease shall be deemed and construed to be a net lease, (b) that the payments of Basic Rent are designed to provide the City and the Trustee funds adequate in amount to pay all principal of and interest accruing on the Bonds as the same become due and payable, (c) that to the extent that the payments of Basic Rent are not sufficient to provide the City and the Trustee with funds sufficient for the purposes aforesaid, the Company shall be obligated to pay, and it does hereby covenant and agree to pay, upon demand therefor, as Additional Rent, such further sums of money, in cash, as may from time to time be required for such purposes, and

(d) that if after the principal of and interest on the Bonds and all costs incident to the payment of the Bonds (including the fees and expenses of the City and the Trustee) have been paid in full the Trustee or the City holds unexpended funds received in accordance with the terms hereof such unexpended funds shall, after payment therefrom of all sums then due and owing by the Company under the terms of this Lease, and except as otherwise provided in this Lease and the Indenture, become the absolute property of and be paid over forthwith to the Company.

Section 15.4. Limitation on Liability of City.

No provision, covenant or agreement contained in this Lease, the Indenture or the Bonds, or any obligation herein or therein imposed upon the City, or the breach thereof, shall constitute or give rise to or impose upon the City a pecuniary liability or a charge upon the general credit or taxing powers of the City or the State of Missouri.

Section 15.5. Governing Law.

This Lease shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 15.6. Binding Effect

This Lease shall be binding upon and shall inure to the benefit of the City and the Company and their respective successors and assigns. Any Lender shall be a third party beneficiary of any provisions contained herein granting rights to any such Lender.

Section 15.7. Severability.

If for any reason any provision of this Lease shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 15.8. Execution in Counterparts.

This Lease may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 15.9. Electronic Storage.

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

Section 15.10. Satisfaction of the Company's Obligations

Any obligation of the Company under this Lease, including, but not limited to, the obligations of the Company to pay Basic Rent, Additional Rent and to maintain insurance as required herein, may be performed by a member of the Company, and such performance by a member of the Company shall be treated as though the obligation were performed by the Company.

Section 15.11 Complete Agreement.

THE COMPANY AND THE CITY UNDERSTAND THAT ORAL OR UNEXECUTED AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT THE COMPANY AND THE CITY FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS THE COMPANY AND THE CITY REACH COVERING SUCH

MATTERS ARE CONTAINED IN THIS LEASE, WHICH ARE THE COMPLETE AND EXCLUSIVE STATEMENTS OF THE AGREEMENT BETWEEN THE COMPANY AND THE CITY, EXCEPT AS THE COMPANY AND THE CITY MAY LATER AGREE IN WRITING TO MODIFY THIS LEASE.

Section 15.12. Employee Verification.

The Company will comply with and satisfy the requirements of Section 285.530.2, RSMo., as amended, which requires (1) any business entity receiving tax abatement to, by sworn affidavit and provision of documentation, annually affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the business entity receiving tax abatement, and (2) every such business entity to annually sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the entity receiving tax abatement. The Company shall provide such affidavits and documentation to the City on or before December 1 of each year during the term of this Lease, beginning December 1, 2026, and also upon execution of this Lease.

[Remainder of this page intentionally left blank]

Signatures and Seal

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in their respective names by their duly authorized signatories, all as of the date first above written.

CITY OF BLUE SPRINGS, MISSOURI

[SEAL]

By: _____

Name: Chris Lievsay

Title: Mayor

ATTEST:

By: _____

Name: Erin Ford

Title: City Clerk

LUXE ONE, L.L.C.,

a Missouri limited liability company

By:_____

Name:

Title: Authorized Member

EXHIBIT A

PROJECT SITE

The following described real estate located in Jackson County, Missouri:

Lot 5, NORTH RIDGE LOTS 1 – 5, a subdivision in Blue Springs, Jackson County, Missouri.

EXHIBIT B

PROJECT IMPROVEMENTS

The Project Improvements consist of the following, to the extent paid for in whole with Bond proceeds: approximately 2.89 acres of land and constructing a mixed-use development consisting of 70 residential units and approximately 11,887 square feet of retail space. The Project Improvements will include parking lot improvements, approximately 15 garage parking spaces, open area lounge and lobby, patio with grills and a fire pit, fitness center, and a rooftop indoor/outdoor lounge.

EXHIBIT C

FORM OF REQUISITION CERTIFICATE

Requisition No. _____

Date: _____

REQUISITION CERTIFICATE

TO: UMB BANK, N.A., AS TRUSTEE UNDER A TRUST INDENTURE DATED AS OF _____, 2026, BETWEEN CITY OF BLUE SPRINGS, MISSOURI, AND THE TRUSTEE, AND THE LEASE AGREEMENT DATED AS OF _____, 2026, BETWEEN CITY OF BLUE SPRINGS, MISSOURI AND LUXE ONE, L.L.C.

The undersigned Authorized Company Representative hereby states and certifies that:

1. The total shown below is requested to pay for Project Costs (as defined in the Indenture) of the Project Improvements. The total amount of this requisition and all prior requisitions are as follows:

Date of Project Costs	**Amount Submitted in *this Requisition***	**Requisitions Submitted to Date (*Including this Requisition*)**

2. Said Project Costs shall be paid in whole from Bond proceeds in such amounts, to such payees and for such purposes as set forth on **Schedule 1** hereto.

3. Each of the items for which payment is requested are or were desirable and appropriate in connection with the acquisition, construction and improvement of the Project (as defined in the Trust Indenture), have been properly incurred and are a proper charge against the Project Fund, and have been paid by the Company or are justly due to the Persons whose names and addresses are stated on **Schedule 1**, and have not been the basis of any previous requisition from the Project Fund.

4. As of this date, except for the amounts referred to above, to the best of my knowledge there are no outstanding disputed statements for which payment is requested for labor, wages, materials, supplies or services in connection with the construction and improvement of the Project which, if unpaid, might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or similar lien upon the Project or any part thereof.

5. With respect to this disbursement, the undersigned (i) certifies it has reviewed any wire instructions set forth herein to confirm such wire instructions are accurate, and (ii) agrees it will not seek recourse from the Trustee as a result of losses incurred by it for making the disbursement in accordance with its instructions herein.

LUXE ONE, L.L.C.

By: _____

Authorized Company Representative

SCHEDULE 1 TO REQUISITION CERTIFICATE

PROJECT COSTS

Payee and Address	Description	Amount

EXHIBIT D

FORM OF CERTIFICATE OF INSURANCE COMPLIANCE

The undersigned, being the Authorized Company Representative for Luxe One, L.L.C., as tenant (the "Company"), under a certain Lease Agreement dated as of _____, 2026, between the City of Blue Springs, Missouri (the "City"), and the Company (the "Lease"), and as beneficiary of the City's Taxable Industrial Development Revenue Bonds (MajorLux 2 Project), Series 2026, issued pursuant to a certain Trust Indenture dated as of _____, 2026 (the "Indenture"), hereby certifies pursuant to Article VII of Lease:

1. All capitalized terms used in this Certificate and not otherwise defined herein shall have the meanings set forth in the Lease.

2. The policies of insurance required to in place pursuant to Article VII of the Lease are effective and the premiums with respect thereto have been paid in full as of the date set forth below. Such policies comply with the terms and provisions set forth in Article VII, and the Company is in compliance with the provisions of Article VII.

3. The undersigned will notify the Trustee 10 days prior to any cancellation or material change to such policies; the policies currently in effect have an expiration date of _____, 20___.

4. The Trustee may conclusively rely on this Certificate of Insurance Compliance without further investigation.

5. Attached hereto are insurance certificates showing compliance with the liability and casualty insurance requirements of Article VII of the Lease.

IN WITNESS WHEREOF, the undersigned Authorized Company Representative has signed this Certificate, and the statements of fact made in this Certificate are true and correct.

_____

Authorized Company Representative

Date: _____

ATTACHMENTS:

1. Liability insurance certificate(s)
2. Casualty insurance certificate(s)

Note: all insurance certificates must show the City and the Trustee as additional insureds.

$23,000,000

(Aggregate Maximum Principal Amount)

CITY OF BLUE SPRINGS, MISSOURI

TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS

(MAJORLUX 2 PROJECT)

SERIES 2026

DATED AS OF _____, 2026

BOND PURCHASE AGREEMENT

Mayor and City Council
Blue Springs, Missouri

Ladies and Gentlemen:

On the basis of the representations, and covenants and upon the terms and conditions contained in this Bond Purchase Agreement, Luxe One, LLC, a Missouri limited liability company (the "Purchaser"), offers to purchase from the City of Blue Springs, Missouri (the "City"), the above-referenced series of Taxable Industrial Development Revenue Bonds (the "Bonds"), to be issued by the City, under and pursuant to an ordinance passed by the governing body of the City on May ___, 2026 (the "Ordinance") and a Trust Indenture dated as of _____, 2026 (the "Indenture"), by and between the City and UMB Bank, N.A., Kansas City, Missouri, as trustee (the "Trustee"). Capitalized terms not otherwise defined herein shall have the meanings set forth in Section 101 of the Indenture.

SECTION 1. REPRESENTATIONS AND AGREEMENTS

(a) By the City's acceptance hereof, the City hereby represents to the Purchaser that:

(1) The City is a constitutional charter city and municipal corporation duly organized and validly existing under the laws of the State of Missouri. The City is authorized under Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended, and its Charter to authorize, issue and deliver the Bonds and to consummate all transactions contemplated by this Bond Purchase Agreement, the Ordinance, the Indenture, the Lease and any and all other agreements relating thereto. The proceeds of the Bonds shall be used to finance the Project for Luxe One, LLC, a Missouri limited liability company (the "Company"), and to pay for the costs incurred in connection with the issuance of the Bonds;

(2) There is no controversy, suit or other proceeding of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way the legal organization of the City or its boundaries, or the right or title of any of its officers to their respective offices, or the legality of any official act leading up to the issuance of the Bonds or the constitutionality or validity of the indebtedness represented by the Bonds or the validity of the Bonds, the Ordinance, the Lease, or the Indenture; and

(3) Any certificate signed by an authorized representative of the City and delivered to the Purchaser shall be deemed a representation and warranty by the City to such party as to the statements made therein.

(b) The Purchaser represents as follows:

(1) The Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri and is authorized to conduct business in the State of Missouri;

(2) The execution, delivery and performance of this Bond Purchase Agreement by the Purchaser has been duly authorized by all necessary action of the Purchaser and does not and will not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under, its organizational documents, or to the best of Purchaser's knowledge, any law, court or administrative regulation, decree or order applicable to or binding upon the Purchaser, or, to the best of its knowledge, any agreement, indenture, mortgage, lease or instrument to which the Purchaser is a party or by which it is bound;

(3) When executed and delivered by the Purchaser, this Bond Purchase Agreement will be, and is, with regard to Purchaser, a legal, valid and binding obligation, enforceable in accordance with its terms, subject, as to enforcement, to any applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally and further subject to the availability of equitable remedies; and

(4) Any certificate signed by an authorized officer or agent of the Purchaser and delivered to the City shall be deemed a representation and warranty by the Purchaser to such party as to the statements made therein.

SECTION 2. PURCHASE, SALE AND DELIVERY OF THE BONDS

On the basis of the representations and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions herein set

forth and in the Indenture, the Purchaser agrees to purchase from the City and the City agrees to sell to the Purchaser the Bonds on the terms and conditions set forth herein.

The Bonds shall be sold to the Purchaser by the City on the Closing Date (hereinafter defined) upon payment of an amount equal to the Closing Price (hereinafter defined) for the Bonds, which amount shall be deposited in the Project Fund as provided in **Section 502** of the Indenture and shall thereafter on the Closing Date immediately be applied to the payment of Project Costs as provided in **Section 4.4** of the Lease. From time to time after the Closing Date as additional Project Costs are incurred, the Purchaser may make additional payments with respect to the Bonds ("Additional Payments") to the Trustee, which Additional Payments shall be deposited in the Project Fund and applied to the payment of Project Costs and the outstanding principal amount of the Bonds shall increase by each such Additional Payment; provided that the sum of the Closing Price and all such Additional Payments for the Bonds shall not, in the aggregate, exceed $23,000,000.

As used herein, the term "Closing Date" shall mean _____, 2026, or such other date as shall be mutually agreed upon by the City and the Purchaser; the term "Closing Price" shall mean $[57,000 plus Trustee].

The Bonds shall be issued under and secured as provided in the Ordinance, the Indenture and the Lease authorized thereby and the Bonds shall have the maturity, interest rate and shall be subject to redemption as set forth therein. The delivery of the Bonds shall be made in definitive form as a fully registered bond in the maximum aggregate principal denomination of $23,000,000; provided, that the principal amount of the Bonds outstanding at any time shall be that amount recorded in the official bond registration records of the Trustee and further provided that interest shall be payable on

the Bonds only on the outstanding principal amount of the Bonds, as more fully provided in the Indenture.

The Company agrees to indemnify and hold harmless the City, the Trustee, and any member, officer, official or employee of the City or of the Trustee and any person controlling the Trustee within the meaning of Section 15 of the Securities Act of 1933, as amended (collectively, the "Indemnified Parties"), against any and all losses, claims, damages, liabilities or expenses whatsoever to the extent caused by any violation by the Company of, or failure by the Company to comply with, any federal or state securities laws in connection with the Bonds; provided, however, the indemnification contained in this paragraph shall not extend to such Indemnified Party if such loss, claim, damage, liability or expense is (a) the result of the Indemnified Party's negligence or willful misconduct, or (b) the Indemnified Party is not following the written instructions of the Owner of the Bonds.

In case any action shall be brought against one or more of the Indemnified Parties based upon the foregoing indemnification and in respect of which indemnity may be sought against the Company, the Indemnified Parties shall promptly notify the Company in writing and the Company shall promptly assume the defense thereof, including the employment of counsel, the payment of all expenses and the right to negotiate and consent to settlement. Any one or more of the Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Indemnified Parties unless employment of such counsel has been specifically authorized by the Company. The Company shall not be liable for any settlement of any such action effected without its consent by any of the Indemnified Parties, but if settled with the consent of the Company or if there be a final judgment for the plaintiff in any such action against the Company or any of the Indemnified Parties,

with or without the consent of the Company, then provided that the Company was given prompt written notice and the ability to assume the defense thereof as required by this paragraph, the Company agrees to indemnify and hold harmless the Indemnified Parties to the extent provided herein.

SECTION 3. CONDITIONS TO THE PURCHASER'S OBLIGATIONS

The Purchaser's obligations hereunder shall be subject to the due performance by the City of the City's obligations and agreements to be performed hereunder on or prior to the Closing Date and to the accuracy of and compliance with the City's representations contained herein, as of the date hereof and as of the Closing Date, and are also subject to the following conditions:

(a) There shall be delivered to the Purchaser on or prior to the Closing Date a duly executed copy of the Ordinance, the Indenture, this Agreement and the Lease and any other instrument contemplated thereby and they shall be in full force and effect and shall not have been modified or changed except as may have been agreed to in writing by the Purchaser;

(b) The City shall confirm on the Closing Date by a certificate that at and as of the Closing Date the City has taken all action necessary to issue the Bonds and that there is no controversy, suit or other proceeding of any kind pending or threatened wherein any question is raised affecting in any way the legal organization of the City or the legality of any official act shown to have been done in the transcript of proceedings leading up to the issuance of the Bonds, or the constitutionality or validity of the indebtedness represented by the Bonds or the validity of the Bonds or any proceedings in relation to the issuance or sale thereof;

(c) The Company shall execute a certificate, dated the Closing Date, to the effect that (i) no litigation, proceeding or investigation is pending against the Company or its affiliates or, to the knowledge of the Company, threatened which would (A) contest, affect, restrain or enjoin the issuance, validity, execution, delivery or performance of the Bonds, or (B) in any way contest the existence or powers of the Company, (ii) no litigation, proceeding or investigation is pending or, to the knowledge of the Company, threatened against the Company that could reasonably be expected to adversely affect its ability to perform its obligations hereunder, (iii) the representations and warranties of the Company herein were and are true and correct in all material respects and not misleading as of the date made and as of the Closing Date, and (iv) such other matters as are reasonably requested by the other parties in connection with the issuance of the Bonds; and

(d) Receipt by the Purchaser and the Company of an approving opinion from Gilmore & Bell, P.C., in form and substance satisfactory to the Purchaser and the Company.

SECTION 4. THE PURCHASER'S RIGHT TO CANCEL

The Purchaser shall have the right to cancel its obligation hereunder to purchase the Bonds by notifying the City in writing of its election to make such cancellation at any time prior to the Closing Date.

SECTION 5. CONDITIONS OF OBLIGATIONS

The obligations of the parties hereto are subject to the receipt of the approving opinion of Gilmore & Bell, P.C., Bond Counsel, with respect to the validity of the authorization and issuance of the Bonds.

SECTION 6. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY

All of the representations and agreements by either party shall remain operative and in full force and effect, and shall survive delivery of the Bonds to the Purchaser.

SECTION 7. PAYMENT OF EXPENSES

The Company shall pay all reasonable expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Bonds.

SECTION 8. NOTICE

Any notice or other communication to be given to the City under this Agreement may be given by mailing or delivering the same in writing to the address of the City as provided in the Indenture for notices to the City required thereunder; any notice or other communication to be given to the Purchaser or the Company under this Agreement may be given by delivering the same in writing to the address of the Company as provided in the Indenture for notices to the Company thereunder.

SECTION 9. APPLICABLE LAW; ASSIGNABILITY

This Bond Purchase Agreement shall be governed by the laws of the State of Missouri and may be assigned by the Purchaser to any party to which the Lease is assigned, or otherwise may be assigned with the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

SECTION 10. EXECUTION OF COUNTERPARTS; ELECTRONIC STORAGE

This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document. The parties agree that the transaction described herein may be conducted

and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of this page intentionally left blank]

Very truly yours,

LUXE ONE, L.L.C.,

a Missouri limited liability company,

as Purchaser and Company

By:_____

Name:

Title: Authorized Member

Accepted and Agreed to:

CITY OF BLUE SPRINGS, MISSOURI

[SEAL]

By: _____

Name: Chris Lievsay

Title: Mayor

ATTEST:

By: _____

Name: Erin Ford

Title: City Clerk



But-For Analysis

MajorLux II Apartment Development

Prepared for the City of Blue Springs, MO

May 4, 2026

bakertilly

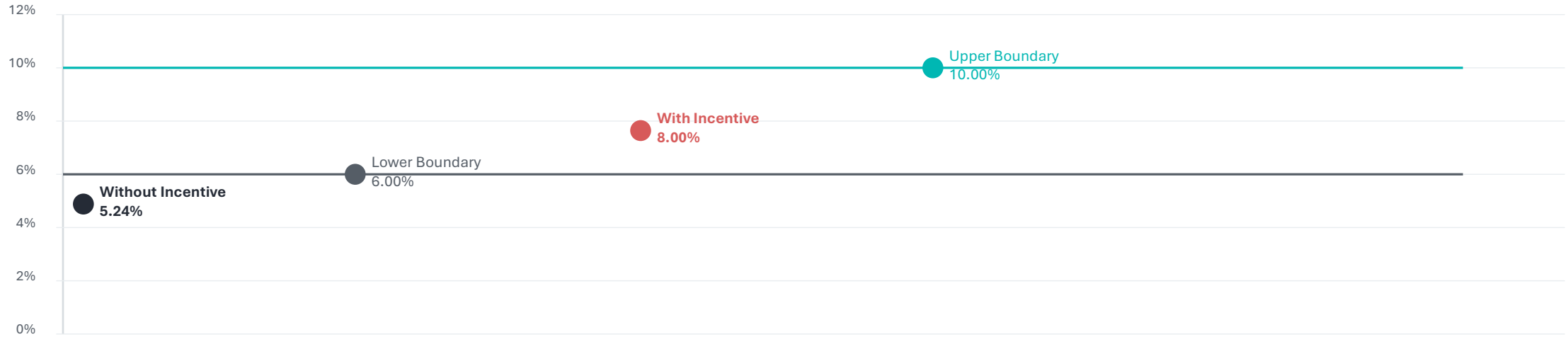
Requested assistance closes the feasibility gap.

The forecasted unlevered IRR without assistance is below the benchmark return range. BTMA's analysis indicates the project is unlikely to proceed in the current marketplace without the requested incentive.

5.24%
Forecasted IRR without incentive

8.00%
Forecasted IRR with incentive

6–10%
PwC blended return benchmark



PROJECT OVERVIEW

Mixed-use development at 1500 NW North Ridge Court

101,844 SF
Total development Area

70
Multifamily units

12,000 SF
Retail space

Unit mix / monthly rents

51 one-bedroom units at $1,345
16 two-bedroom units at $2,250
3 three-bedroom units at $3,500

Delivery schedule

Site improvements expected in Q2 2026; occupancy begins May 2027; full occupancy expected by Q4 2028.

Land / site

Approx. 2.89 acres; includes covered parking and ground-floor retail.





ASSISTANCE REQUEST AND CAPITAL STACK

Requested incentive package

$7.1M

Total gross incentive value

$4.2M

Net present value @ 6.0%

Incentive	Gross	NPV
STECM	$396,900	$396,900
Property tax abatement	$6,406,178	$3,682,977
CID sales tax	$630,525	$288,129
Total	**$7,074,146**	**$4,202,436**

Incentive Structure

20-year Chapter 100 property tax abatement plus sales tax exemption on construction materials; 27-year 1% CID sales tax for retail.

Sources



- Debt: $12.6M (60%)
- Equity: $8.4M (40%)

Uses



- Construction: $17.8M (84.8%)
- Land: $0.7M (3.3%)
- Site work: $1.1M (5.2%)
- Soft Costs / other: $1.4M (6.7%)

PROJECT COST OVERVIEW

Construction cost comparison

Measure	Value	Gap vs. applicant
Applicant assumption	**175 PSF**	—
RSMeans Q1 2026	**173 PSF**	**-2 PSF**
High estimate range	**180 PSF**	**+5 PSF**

Land acquisition comparison

Measure	Value	Gap vs. applicant
Contract price	**5.44 PSF**	—
Third-party appraisal	**1.80 PSF**	**+3.64 PSF**
CoStar sales avg.	**2.00 PSF**	**+3.44 PSF**

Summary: benchmarking supports most costs; acquisition price appears to be major driver of gap.

Building Cost Overview

Construction pricing aligns with third-party benchmarks, so cost assumptions do not appear to overstate need.

BTMA Opinion

Applicant's $175 PSF assumption is effectively in line with the $173 PSF RSMeans estimate. Potential for increased costs due to impact of geopolitical events on supply chains and cost of materials

Land Costs

Land is the clearest pressure point: the contract price exceeds the developer’s third-party appraisal and comparable land-sale comps from CoStar.

BTMA Opinion

BTMA kept the contracted purchase price in the model but identified above-market acquisition cost as a contributor to the incentive need and driver of gap in the rate of return.

OPERATING ASSUMPTIONS

BTMA maintained most operating assumptions, with a revision to retail lease revenue to reflect the current listing price.

Multifamily rents

Weighted average rent is approx. $1,644. Proposed rents are slightly below available market data for the existing MajorLux building, but considered reasonable.

Vacancy / lease-up

Applicant assumed 5% stabilized vacancy. The broader market is elevated at approx. 10.7%, but the assumption was maintained to reflect the upper boundary of the return.

Retail revenue

Initial retail lease rate revised from $22 PSF to $25 PSF based on active listing; the rate is high among nearby peers but considered reasonable for the location and quality.

Metric	Applicant assumption
1BR rent	51 units at $1,345 / month
2BR rent	16 units at $2,250 / month
3BR rent	3 units at $3,500 / month
Vacancy / lease-up	5% stabilized vacancy; initial occupancy 55%
Retail lease rate	Assumed $22, revised to $25 PSF
Expense ratio	Approx. 40% of EGI (~$2,600 per unit)



The with-incentive scenario moves the project into the benchmark range; the no-incentive scenario remains below market expectations.



Interpretation

Without the requested incentive, the forecasted return is 5.24%, below the 6.00%-10.00% blended PwC benchmark range.

With incentive

The incentive-supported return is 8.00%, within the benchmark range and better aligned with current investor expectations.

Benchmarking

BTMA used a blended unlevered return range based on the multifamily and retail components and PwC survey data.

BTMA determined that the proposed project would not likely be pursued in the current market without the requested incentive.

Primary constraint

Elevated acquisition cost: contract price appears well above appraisal and comparable land-sale indicators.

Market context

Kansas City apartment market softened in 2025; vacancy remains elevated, especially among 4- and 5-star developments and outlying Jackson County.

Valuation sensitivity

Final capitalization rate is a key variable; outlying Jackson County cap rates are higher than more metropolitan Kansas City areas.



CONCLUSION

The incentive appears necessary to support the project as proposed under current market conditions, while recognizing the project may be feasible under more ideal conditions.

Analysis is not a project feasibility opinion; conclusions rely on applicant projections and market benchmarks reviewed by BTMA.

Connect with us:



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Principal
Baker Tilly Municipal Advisors
tom.kaleko@bakertilly.com
+1 (816) 333 7294



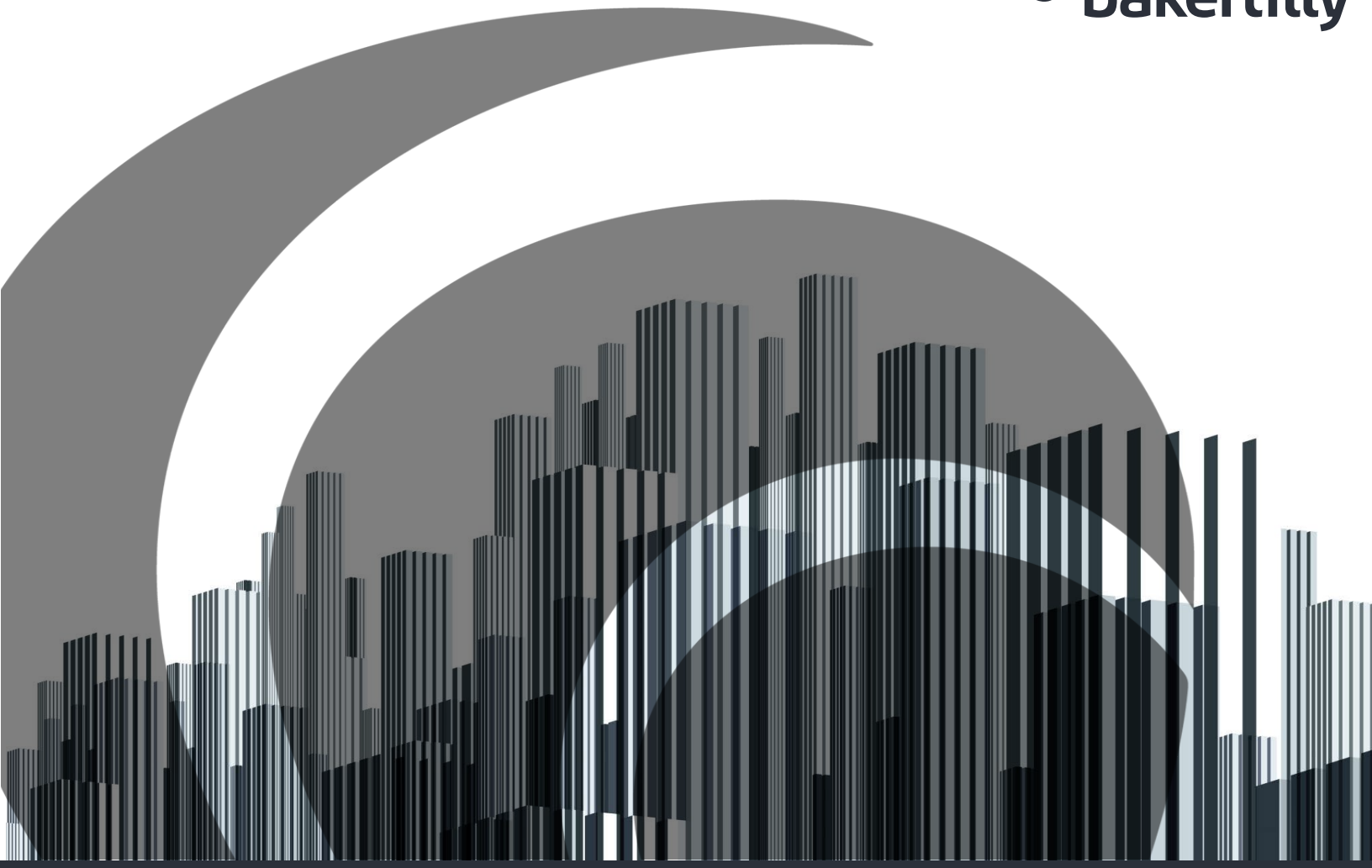
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bakertilly
MUNICIPAL ADVISORS



But-For Analysis

MajorLux II Apartment Development

Prepared for the City of Blue Springs, MO

April 30, 2026

Contents

EXECUTIVE SUMMARY 2
PURPOSE AND APPROACH 4
DISCLOSURE AND RELIANCE 5
THE PROJECT 6
DESCRIPTION OF ASSISTANCE REQUEST 8
REVIEW OF APPLICANT'S FINANCIAL MODEL 9
INTERNAL RATE OF RETURN 16
CONCLUSION 17
APPENDIX 18
APPENDIX – DATA SOURCES 19
APPENDIX – GLOSSARY OF COMMON TERMS 20
APPENDIX - AUTHORS 21



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Executive Summary

The City of Blue Springs, MO (the "City") retained Baker Tilly Municipal Advisors ("BTMA") to review a request for public financial assistance from Luxe One, LLC (the "Applicant"). The Applicant proposes construction of a 101,844 square foot mixed-use development with 70-units of multi-family and 12,000 square feet of retail space (the "Project").

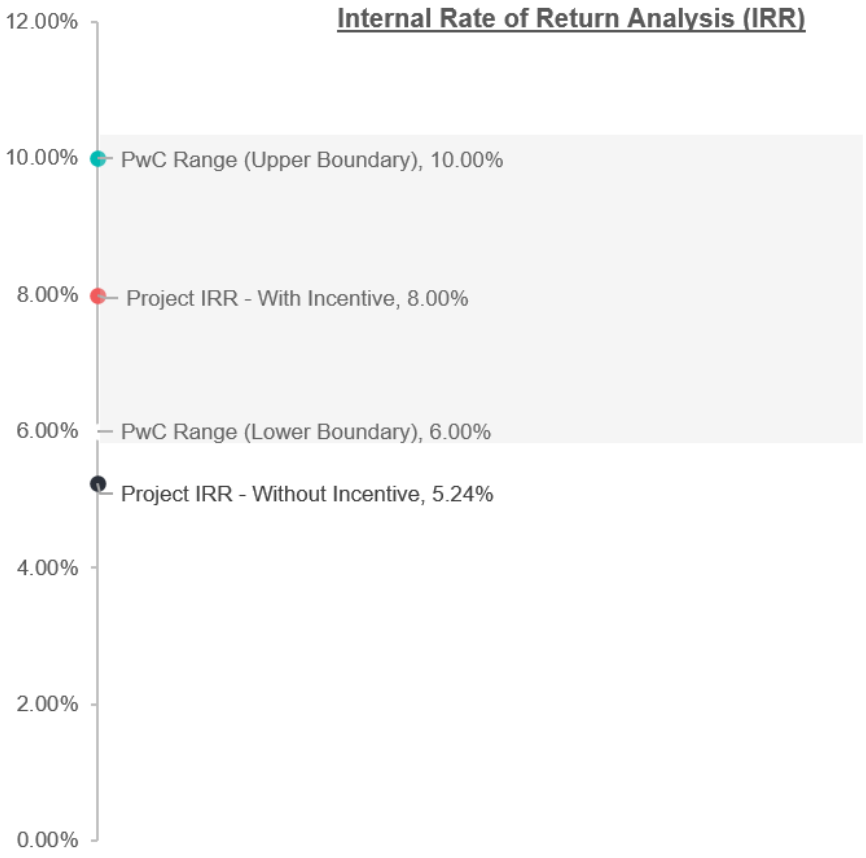
The Applicant requests a property tax abatement for 20 years through the issuance of Chapter 100 industrial revenue bonds and the associated sales tax exemption on construction materials. For the retail component, the Applicant requests a 27-year 1% CID sales tax (the "Incentive"). The City seeks to understand whether the Project reasonably requires the requested financial assistance in the current marketplace.

The profitability measurement used to evaluate the need for assistance is the return on investment, termed the internal rate of return ("IRR" or "Return"). To determine the likelihood that the Project would be undertaken without the Incentive, the Applicant's estimated IRR without Incentive is compared to the Return sought by investors in similar projects in the current marketplace.

BTMA reviewed the Applicant's pro forma, underlying assumptions, and documentation regarding Project financing, construction costs, and operations. BTMA determined that the Applicant's assumptions, financial model, and pro-forma are generally reflective of the current market. During the review of the Applicant's pro forma, there were modifications to various assumptions related to operating revenues and the final valuation of the asset.

Our Analysis demonstrates that the proposed Project without the requested incentive has a forecasted Return that is below the national average benchmark return, making it unlikely that the Project would be undertaken without the requested Incentive in the current market, at this time. However, our Analysis demonstrates that the Project may be feasible under more ideal conditions. The graphic on the following page illustrates the forecasted IRR compared to the market benchmark returns from the *PWC Real Estate Investor Survey, First Quarter 2026.*

Project Description	*101,844 square foot multi-family development with 70 units, and 12,000 square feet of retail space.*
Assistance Request	*NPV value of $3.6 million in property tax abatement, $396,900 in STECM, and NPV of $288,129 in CID revenue.*
Project Cost Analysis	*Estimated cost are a fair representation of the market and align with industry benchmarks*
Operating Revenues and Expenditures	*Rents appear lower compared to the market while expenses align with industry benchmarks*
Conclusion	*The Project - **as proposed** - would not likely be pursued in the current marketplace without the requested incentive*



Purpose and Approach

BTMA evaluated information provided by the Applicant in response to our information request for due diligence purposes. The request for information includes, but is not limited to, the Project's total expected costs, budget information, financing, timing, revenues, and operating costs to measure the Applicant's expected profit relative to the risk. BTMA's standard process is to request evidence and supporting documents for each of these assumptions and compare them to third-party market data sources, applying BTMA's institutional knowledge when applicable. Assumptions are then modeled into a standardized, ten-year pro forma and estimated rate of return. Finally, and when appropriate, BTMA will evaluate the sensitivity of these assumptions and assess how changes might impact the overall rate of return.

It is assumed that the Project is owned and operated as an investment. A measure of return can be calculated considering the time value of money and an assumed sale of the asset(s) at an appropriate market price. This Analysis aims to forecast the internal rate of return ("IRR" or "Return") and estimates the profitability of an investment over a period of time (the standard assumption is ten years). In general, the equation may be expressed as follows:

$$\sum_{t=0}^{T} \frac{CF_t}{(1+IRR)^t} = 0$$

The IRR represents the annualized rate of return that makes an investment's net present value (NPV) equal to zero. In other words, it is the effective yearly growth rate the Applicant's money is expected to earn, taking into account the timing of all cash inflows and outflows. To determine the likelihood that the Project would be undertaken without public assistance, the Applicant's estimated unlevered IRR, without assistance, is compared to the return sought by investors for similar projects in the current marketplace. The source of these benchmarks is primarily the PricewaterhouseCoopers ("PWC") Real Estate Investor Survey which is cross-examined against localized data from CoStar and Greenstreet. A full description of these sources can be found in the appendix.

Unless stated otherwise, this Report references Incentive amounts in terms of net present value (NPV), rather than gross value. The Incentive gross value is the total amount of money expected to be received in the future, without considering how time affects its worth. The Incentive net present value recognizes that money today is worth more than the same amount in the future because of interest, inflation, or other investment opportunities. Depending on the structure of the Incentive, the benefits of the Incentive may be spread across multiple years; therefore, it is necessary to express the value of those future dollars in today's terms.

Disclosure and Reliance

This Analysis is not an opinion of the Project's feasibility, including the likelihood the relevant trade area will absorb the Project during the development period forecast by the Applicant. Rather, BTMA was engaged to independently review the Applicant's assumptions for the Project and determine whether the Project would likely realize an acceptable market rate of return in the current marketplace. BTMA has based this Analysis upon projections provided by the Applicant. BTMA has completed due diligence to review the Applicant's projections using its institutional knowledge and, where applicable, third-party sources. BTMA utilized the Applicant's projections as provided unless otherwise noted.

Where BTMA suggests alternative projections or assumptions, the reason and source of the proposed alternatives are described. Projecting outcomes for projects of this nature involves subjective judgment which may or may not prove correct. BTMA makes no representations or warranties, expressed or implied, as to the predictive accuracy of this Analysis, and nothing herein is, or shall be relied upon as, a representation or warranty with respect to future result.

BTMA has no financial interest in the Project. BTMA is compensated through a fee agreement with the City of Blue Springs.

The Project

The subject property is located at 1500 NW North Ridge Court (Parcel Number: 36-420-04-14-00-0-00-000) where the Applicant has proposed to construct a five-story, 101,844 square foot development which will include seventy apartments, covered parking, and just under 12,000 square feet of retail space. The Property is approximately 2.89 acres. Preconstruction for the Project is currently underway. Site improvements are expected to begin in Q2 2026. Occupancy will begin in May of 2027. Full occupancy is expected by Q4 2028.

The current unit mix and prices provided by the Applicant are as follows:

- 1-Bedroom Units = Fifty-one (51) units at $1,345/month
- 2-Bedroom Units = Sixteen (16) units at $2,250/month
- 3-Bedroom Units = Three (3) units at $3,500/month

The Applicant's site map and preliminary concept renderings are provided below.




RESTAURANT
SHOP LOCAL
LUXTWO
FINKLE + WILLIAMS
ARCHITECTURE


LUXTWO
SHOP LOCAL
SHOP LOCAL
FINKLE + WILLIAMS
ARCHITECTURE

Total Project sources and uses are summarized in the following table.

Sources	Amount	% of Project Total
Debt	$12,600,000	60.00%
Equity	8,400,000	40.00%
Total Sources	$21,000,000	100.00%
Uses	**Amount**	**% of Project Total**
Construction	$17,805,360	84.79%
Land acquisition	685,000	3.26%
Site Work	1,100,000	5.24%
Soft Costs / Other Costs	1,409,640	6.71%
Total Uses	$21,000,000	100.00%

Description of Assistance Request

The Applicant requests a Chapter 100 20-year property tax abatement through the issuance of industrial revenue bonds and the associated sales tax exemption on construction materials ("STECM"). The Project would benefit from a 100% abatement on the incremental value of the Project for the first fifteen years and 75% abatement for the final five years thereafter. For the retail portion, the Applicant requests a 27-year 1% CID sales tax. The following table details all incentives requested by the Applicant (together, the "Incentive").

Requested Incentive	Gross Amount	Net Present Value (6.0%)
STECM	$ 396,900	$ 396,900
Property Tax Abatement	6,406,178	3,682,977
CID Sales Tax	630,525	288,129
Total Incentives	**$ 7,074,146**	**$ 4,202,436**

In the with-Incentive calculation, the STECM is added back to the cashflows as an adjustment in Year 0.

The pro forma analysis only considers the first ten years of the Incentive. To account for the remaining life of the Incentive, BTMA includes the net present value of the remaining Incentive by estimating the net present value for periods 11 through 27 using the following formula[1]. Accounting for the value of the Incentive for years 11-27 ensures that the Applicant's internal rate of return is not underestimated.

$$NPV = \sum_{t=1}^{n} \frac{CF_t}{(1+i)^t}$$

[1] Where: CF = Net cash flow from incentive; i = discount rate; and t = period or year of pro forma

Review of Applicant's Financial Model

The Applicant provided a pro forma detailing timing, financing, operating revenues and expenditures and assumptions for the Project. Utilizing the baseline pro forma provided by the Applicant, BTMA calculated the internal rate of return with and without the requested Incentive. The Return realized by the Applicant is a result of the assumptions used in the creation of the operating pro forma. Therefore, several steps must be taken to analyze the reasonableness of the assumptions used.

Step One – Evaluate Project Costs

The first step in analyzing the Return to the Applicant is to determine if the assumed Project costs are reasonable. If the Applicant experiences cost savings, absent any other changes, the Applicant will realize a greater return. Where applicable, BTMA compared estimated Project costs to third-party sources to gauge the reasonableness of the Applicant's pro forma assumptions and to consider whether alternative assumptions should be utilized.

Construction Costs

The Applicant provided a construction bid from their general contractor, Haren Companies, which shows a probable cost per square foot ranging between $160 on the low end and $180 for the high probable costs. The Applicant assumed a hard construction cost estimate of approximately $175 per square foot ("PSF") for the entirety of the 101,844 square foot development. It is expected that both union and open-shop labor will perform work for the Project. The building is expected to be a combination of brick and podium for the podium level and first floor; the other four floors will be a combination of brick and fiber cement siding. Renderings and preliminary designs appear to be consistent with the Developer's MajorLux Luxury Apartments complex at 1501 NW North Ridge Court.

To provide a cost comparison, BTMA utilized the RSMeans Data from Gordian to estimate the cost of construction in the Blue Springs, Missouri submarket using characteristics and parameters similar to the indicated preliminary designs. RSMeans Data provides accurate and regularly updated construction cost estimates, which can be used as a reference point to verify the reasonableness of the Applicant's estimated costs.

Based on construction data for Q1 2026, the RSMeans per square foot estimate is approximately $173 PSF which aligns closely with the Applicant's estimate. Considering recent global events, there is an expectation that international events as well as rising gas and oil prices may push construction costs further upward. The Applicant's current estimated costs are considered reasonable, and we also recognize that the higher estimates in excess of $180 PSF may be appropriate.

Acquisition Costs

The land is currently under contract between the Applicant and the City of Blue Springs for $685,000 which equates to $5.44 PSF. The City of Blue Springs was the owner of the land at the Project site and currently holds the executed land contract for purchase. The Applicant also provided an appraisal for the property dated September 9, 2025. According to the appraisal, the estimated fair market value of the land is approximately $226,000 or $1.80 PSF.

Generally, BTMA will defer to the findings of official appraisals. However, due to the gap between the appraisal and the negotiated sale price, BTMA also reviewed recorded land sales available from Costar over the past two years. BTMA identified eight initial comparable sales with an average sale price of $2.00 PSF which is consistent with the findings of the Applicant's appraisal. Because the land is currently under contract with the City, BTMA maintains the acquisition cost assumption; however, the price of the land does appear to be above market which may be a contributing factor to the need for Incentive.

Sitework

The Applicant has provided an estimate of just over $1.1 million in total sitework costs which is about 5.88% of the total Project budget. No additional reserves or contingency for site work are included in the Applicant's budget.

Sitework is difficult to estimate, as there are numerous factors that can influence the final price PSF. Based on similar developments in scope and size, we would expect sitework costs to be between 5.00%-10.00% of the total budget. BTMA considers the sitework cost estimates to be reasonable and suggests no modifications to the Applicant's sitework assumptions.

Developer Fee

The Applicant does not have a developer fee for the Project. While a typical range for market-rate developments is often between 5.00%-10.00%, there can be ulterior motives for waiving a developer fee such as financial viability or making the Project more appealing to lenders or investors. The lack of developer fee shifts the developer's profit from an initial guaranteed up-front income to a performance-based structure.

Soft Costs, Contingency, and Other Expenses

The Applicant's pro forma includes a general assumption of $1.4 million in other construction costs, representing approximately 6.7% of the total budget. Further details on these expenditures were requested but have not yet been provided. This expenditure item likely relates to soft costs, contingency, and payments for professional services. These other expenses may include, but are not limited to, budgeting for permits and fees, architect and engineering costs, financing costs and contingency for construction. Expenses related to soft costs and contingency can vary, but the industry standard for budgeting typically ranges between 10.00% and 15.00% for market-rate developments. The Applicant's softs costs and contingency assumptions are considered reasonable at this time.

Step Two – Evaluate Operating Revenues and Expenditures

Operating Revenues – Multifamily

The Applicant provided separate revenue assumptions for the multi-family and retail components of the Project. Operational revenue will start in Q2 of 2027. The Applicant anticipates that the apartments will have an initial occupancy of 55% with a 5% reduction in vacancy per month. The apartments are expected to be fully leased by the following year in 2028. This assumption is considered reasonable and follows standard lease-up assumptions.

As stated in the description of the Project, the Applicant provided the following assumptions for initial rents:

- 1-Bedroom Units = Fifty-one (51) units at $1,345/month
- 2-Bedroom Units = Sixteen (16) units at $2,250/month
- 3-Bedroom Units = Three (3) units at $3,500/month
- Retail lease rate of approximately $22 PSF

The Applicant assumed 5.00% for vacancy based on their experience the MajorLux I development. According to CoStar, vacancy rates appear to be elevated for Kansas City, its suburbs, and outlying Jackson County. The average vacancy rate for these areas is approximately 10.7%. CoStar reports a unit availability of 11.3% for the MajorLux building across the street which aligns with the overall market. For the purpose of estimating the Applicant's revenues, the 5.00% vacancy assumption is maintained.

The Applicant's proposed rents are slightly below what is reported by CoStar and Rentcafe for the current MajorLux building across the street. CoStar reports an average price of $1,400 for the 1-bed units and $2,173 for the 2-bed units. These prices are consistent with what is reported on Rentcafe, where 1-beds range between $1,400 and $1,600 and 2-beds range between $1,900 and $2,500.

To further evaluate the Applicant's multi-family rent assumptions, BTMA compared the Applicant's estimates to market data available from CoStar. CoStar groups cities, villages, and towns by markets and submarkets. The Project is located within the Outlying Jackson County submarket in Kansas City, MO. CoStar reports the following historical and current key performance indicators for the Outlying Jackson County submarket.

Current Quarter	Units	Vacancy Rate	Asking Rent	Effective Rent	Absorption Units	Delivered Units	Under Constr Units
4 & 5 Star	5,935	8.2%	$1,643	$1,623	2	0	1,359
3 Star	13,190	12.7%	$1,229	$1,215	14	0	358
1 & 2 Star	8,205	8.8%	$1,026	$1,020	(14)	0	0
Submarket	**27,330**	**10.5%**	**$1,286**	**$1,273**	**2**	**0**	**1,717**

Annual Trends	12 Month	Historical Average	Forecast Average	Peak	When	Trough	When
Vacancy	1.0% (YOY)	8.3%	10.9%	11.3%	2003 Q3	6.3%	2019 Q3
Absorption Units	280	376	597	1,043	2022 Q1	(180)	2015 Q3
Delivered Units	616	447	668	1,500	2022 Q1	0	2024 Q3
Demolished Units	0	9	9	234	2016 Q1	0	2025 Q3
Asking Rent Growth	1.9%	1.9%	1.5%	6.2%	2021 Q4	-3.1%	2004 Q1
Effective Rent Growth	1.6%	1.9%	1.4%	6.6%	2021 Q2	-3.1%	2004 Q1
Sales Volume	$57.3M	$97.4M	N/A	$380.1M	2020 Q4	$303.7K	2010 Q3

The following are CoStar's projections for performance indicators for the Outlying Jackson County submarket's 4- & 5-star multi-family as well as 3-star buildings.

4 & 5 STAR VACANCY & RENT

	Vacancy			Market Rent				Effective Rents	
Year	Units	Percent	Ppts Chg	Per Unit	Per SF	% Growth	Ppts Chg	Units	Per SF
2030	670	7.9%	(0.3)	$1,695	$1.76	1.7%	0.1	$1,667	$1.73
2029	666	8.1%	(0.4)	$1,667	$1.73	1.6%	0.1	$1,639	$1.70
2028	671	8.5%	(2.3)	$1,641	$1.70	1.5%	0.6	$1,613	$1.67
2027	824	10.7%	(6.6)	$1,617	$1.68	0.9%	0.5	$1,589	$1.65

3 STAR VACANCY & RENT

	Vacancy			Market Rent				Effective Rents	
Year	Units	Percent	Ppts Chg	Per Unit	Per SF	% Growth	Ppts Chg	Units	Per SF
2030	1,508	11.1%	0.2	$1,387	$1.46	2.5%	(0.1)	$1,372	$1.44
2029	1,478	10.9%	0.3	$1,354	$1.42	2.6%	(0.1)	$1,339	$1.41
2028	1,435	10.6%	(0.3)	$1,320	$1.39	2.7%	0.2	$1,306	$1.37
2027	1,468	10.9%	(1.2)	$1,286	$1.35	2.4%	0	$1,272	$1.34
2026	1,626	12.1%	(0.3)	$1,255	$1.32	2.5%	(0.7)	$1,242	$1.31

The Applicant's assumed rents equate to a weighted average of $1,644. CoStar currently lists the existing MajorLux building as a 3-star building. However, reported rents for that building have an estimated effective rent of $1,900 per unit which would align closer with the 4 and 5-star market. As the information for the MajorLux building is from market sources, BTMA recognizes that this might reflect incomplete information.

Based on the data available at the time of this report, BTMA's expectation is that these units will lease slightly above the Applicant's proposed rents; however, the rents align with the MajorLux building across the street. The Applicant's assumed rents are considered reasonable.

Operating Revenues – Retail

The Applicant also provided an initial annual rent revenue assumption for the retail space of $22 PSF. The Applicant did not provide a prospective list of tenants, but ideal tenants would likely include restaurants, fitness, service tenants, or a café. During our due diligence, an active listing for the retail portion of the Project was identified with an asking price of $25 PSF.

To evaluate the Applicant's rent assumptions for the retail portion, BTMA compared the Applicant's estimates to market data available from CoStar. The Project is located within the East Jackson County submarket in Kansas City, MO. CoStar reports the following historical and current key performance indicators for general retail rent and vacancy.

GENERAL RETAIL RENT & VACANCY

	Market Asking Rent				Vacancy		
Year	Per SF	Index	% Growth	Vs Hist Peak	SF	Percent	Ppts Chg
2030	$17.31	164	1.8%	14.5%	252,145	2.8%	0.1%
2029	$17.01	161	2.3%	12.5%	243,666	2.7%	0%
2028	$16.63	158	3.1%	10.0%	238,739	2.6%	0.1%
2027	$16.13	153	3.8%	6.7%	231,192	2.6%	0.2%
2026	$15.53	147	2.7%	2.7%	215,905	2.4%	0.2%
YTD	$15.11	143	2.2%	-0.1%	215,342	2.4%	0.2%

More specifically for peers comparable to the subject properties, there are seventeen identified peers in the nearby area with a median rent of $16.62. The highest observed lease rate for market peers is $28.06. At $20 to $25 PSF, the Applicant's proposed lease rate would be among the highest in the area.

A lease rate between $20 and $25 PSF is considered reasonable given the expected quality of construction, proximity to highway 7, as well as being near 100+ units of what will likely be tenants with higher median incomes. The assumed lease rate in the pro forma was revised to $25 PSF to reflect the current listing price for the space.

Operating Expenditures

The Applicant provided the following operating expense assumptions for the development which includes expenses for both the multi-family and retail portions of the Project. The basis for the Applicant's operating expenditures were not provided. Operating expenses likely reflect Applicant's experience with prior Projects and current market conditions. Combined operating expenses reflect approximately 40% of the effective gross income ("EGI"). The ten-year average for these expenses is provided below.

Expense	Gross Amount	$ PSF
Property Tax	$360,411	$3.54
Other Un-Reimbursed Expenses	284,500	2.79
Total Expenses	**$504,875**	**$6.33**

Comparing the Applicant's assumptions to available market benchmarks is difficult since the building is a mixed-use development and proposed expenses are inclusive of both the multi-family and retail portions of the Project. However, the leases for the retail are expected to be triple net which means the tenants will have primary responsibility for the "day to day" operating costs. The table below from CoStar predominately reflects the operating expenses for multi-family developments in the wider Kansas City market.

4 & 5 STAR EXPENSES PER SF (ANNUAL)

	Operating Expenses								Capital Expenditures			
Market / Cluster	Mgmt.	Admin.	Payroll	Water	Utilities	Maint.	Insurance	Taxes	Appliance	Structural	Other	Total
Kansas City	$0.55	$0.65	$0.87	$0.74	$1.37	$0.91	$0.48	$0.75	$0.13	$0.31	$0.75	**$7.51**
Cass County	$0.49	$0.56	$0.77	$0.62	$0.94	$1.07	$0.33	$0.82	$0.11	$0.27	$0.83	**$6.81**
Downtown Kansas···	$0.61	$1.11	$1.04	$0.67	$2.04	$0.97	$0.71	$0.75	$0.10	$0.33	$0.75	**$9.08**
East Side Kansas C···	$0.63	$1.18	$1.09	$0.68	$2.15	$1.07	$0.76	$0.82	$0.11	$0.34	$0.83	**$9.66**
Johnson County KS	$0.45	$0.59	$0.55	$0.53	$0.78	$1.03	$0.32	$1	$0.15	$0.20	$0.87	**$6.47**
Midtown Kansas Cit···	$0.63	$1.18	$1.09	$0.68	$2.15	$1.07	$0.76	$0.82	$0.11	$0.34	$0.83	**$9.66**
Northland	$0.67	$0.33	$1.09	$1.27	$1.53	$0.47	$0.51	$0.63	$0.17	$0.27	$0.83	**$7.77**
Outlying Jackson C···	$0.47	$0.39	$0.72	$0.54	$0.93	$1.19	$0.29	$0.59	$0.13	$0.51	$0.50	**$6.26**
Plaza Area	$0.54	$0.93	$0.93	$0.63	$1.75	$0.77	$0.59	$0.60	$0.07	$0.31	$0.56	**$7.68**
Wyandotte County	$0.49	$0.56	$0.77	$0.62	$0.94	$1.07	$0.33	$0.82	$0.11	$0.27	$0.83	**$6.81**

Expenses are estimated using NCREIF, IREM, and CoStar data using the narrowest possible geographical definition from Zip Code to region.

Operating expenses can vary widely by market and the specific development depending on age, location, amenities, and other factors. The Applicant's operating expenses are slightly below market across Missouri. For Projects of this scope and size, and considering the expected amenities provided for residents, an expense ratio of 40% is reasonable and may be considered optimistic or reflective of efficient management of the residential portion. This expense ratio would equate to approximately $2,600 per unit and is considered reasonable.

Step Two – Evaluate Hypothetical Sale Assumptions

The third step in analyzing the Return to the Applicant is to determine the value of a hypothetical sale of the asset(s) in the final year of the operating pro forma. The determination of the potential market value of the Project, through a hypothetical sale, is necessary as it allows for the inclusion of the value of the assets in the rate of return calculation. The calculation of an IRR without the hypothetical sale would result in an understated Return.

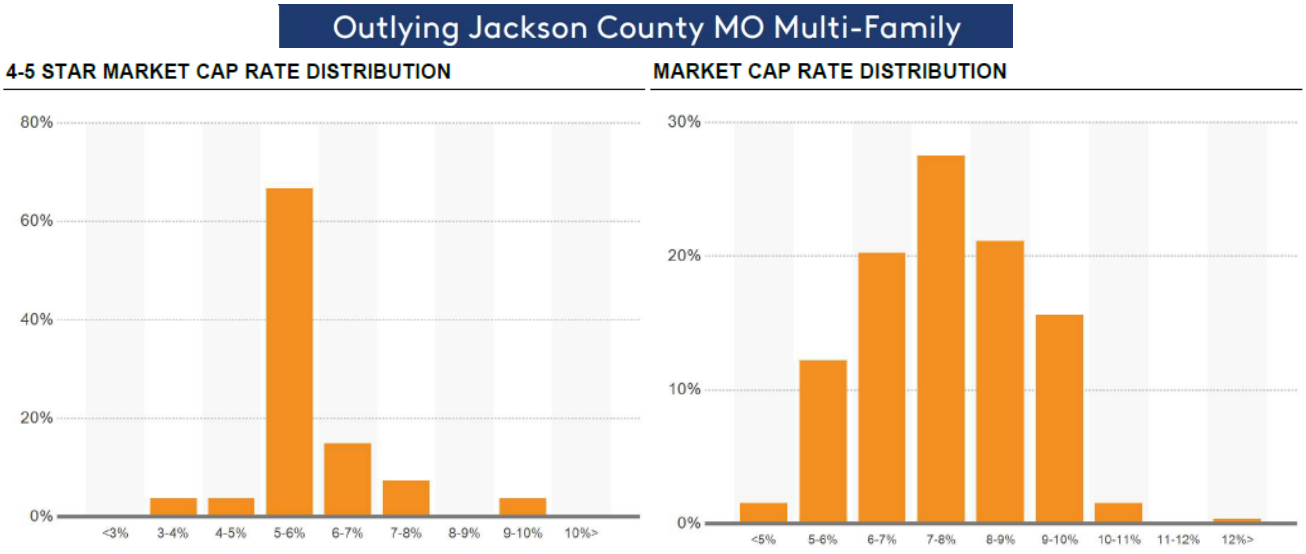
> *The assumption of a hypothetical sale should not be interpreted to convey that the Applicant intends to sell elements of the Project proposed for ownership and operation at the assumed or any other date. Per industry standards, BTMA assumes the hypothetical sale in year 10.*

The critical assumption when valuing the asset at the time of the hypothetical sale is the capitalization rate. The estimated net operating income is divided by the capitalization rate, which results in the assumed fair market value of the asset. The capitalization rate is intended to represent the yield of an investment over one year and is also a useful measure of risk.

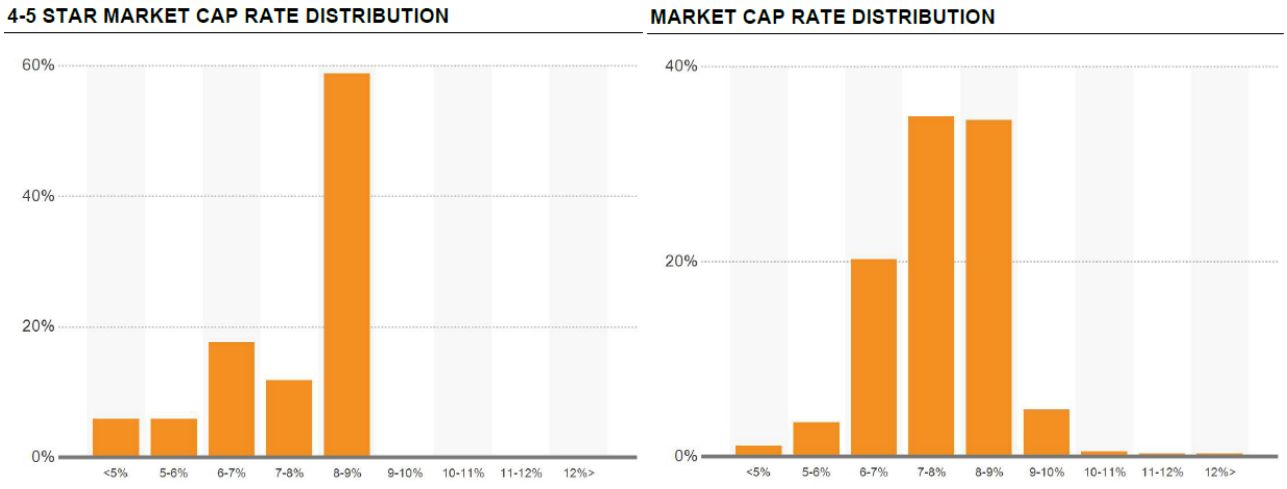
BTMA compared the forecasted Project Returns and evaluated the capitalization rates based on third-party reference, the *PWC Real Estate Investor Survey, First Quarter 2026*, a national survey which publishes data on the commercial real estate marketplace sampled from active investors. According to the PWC Survey, capitalization rates for the national apartment market in Q1 2026 range between 4.25-6.50%, with an average of 5.25%.

BTMA also utilized CoStar's data for capitalization rates specific to the Outlying Jackson County submarket for multifamily buildings. The graphs below illustrate the difference in the distribution of capitalization rate

data from CoStar specifically for 4-5-star buildings in the Outlying Jackson County compared to the overall distribution of capitalization rates in the Outlying Jackson County area. According to CoStar, the Outlying Jackson County average capitalization rate is 6.5%.



Due to the mixed-use nature of the Project, BTMA also utilized CoStar's data for capitalization rates specific to the East Jackson County submarket for retail buildings. The graphs below illustrate the difference in the distribution of capitalization rate data from CoStar specifically for 4-5-star buildings in the East Jackson County area compared to the overall distribution of capitalization rates in the East Jackson County area. According to CoStar, the East Jackson County average capitalization rate is 8.2%.



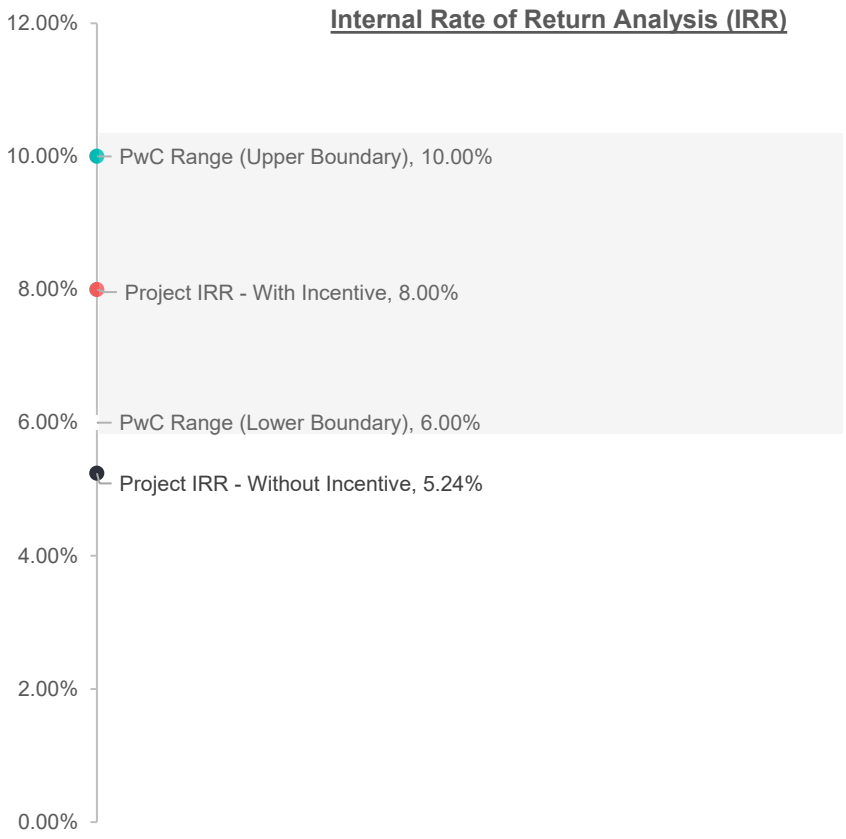
The Applicant provided an assumed final capitalization rate of 7.00%. The Applicant's assumed cap rate is slightly above the market average; however, this is likely to reflect the elevated cap rates specific to the retail development. One consideration for this development is the nearby Price Chopper grocery store which is an anchor for the surrounding retail. According to the PWC survey, retail centers with a grocery anchor report a lower average cap rate of 6.78%. Considering the bulk of the investment is in multifamily

development, and the proposed site has a major grocery store in the neighboring lot, a terminal cap rate of 6.50% is assumed.

Internal Rate of Return

The profitability measurement used to evaluate the need for assistance is the return on investment, referred to as the internal rate of return ("IRR" or "Return"). To determine the likelihood that the Project would be undertaken without the Incentive, the Applicant's estimated IRR without Incentive is compared to the Return sought by investors in similar projects in both the current national apartment market and retail developments, according to the PWC Investor Survey. A weighted average was utilized, based upon each component's share of the Project's costs, to produce a blended range.

The following graph illustrates the estimated blended unlevered range of returns that investors currently seek in the national apartment and national retail marketplace, according to the Q1 2026 PWC Survey, and the estimated unlevered rate of Return for the proposed development.



Conclusion

BTMA determined that the proposed Project without the requested incentive has a forecasted Return that is below the national average benchmark return, making it unlikely that the Project would be undertaken without the requested Incentive in the current market at this time. However, our analysis demonstrates that the Project may be feasible under more ideal conditions.

The Project's rate of return is primarily constrained by elevated acquisition costs and broader market conditions. As noted in the discussion of the Applicant's acquisition costs, the contract sale price appears to be well above the market value as determined by the appraisal. As for the larger economic and market trends, the Kansas City market has higher vacancy, especially among 4 and 5-star developments. Kansas City's apartment market moderated in 2025 as renter demand softened from the rebound seen the prior year, leading to a gradual increase in availability across several product types. Vacancy among luxury-type developments is approximately 9.00% on average and 10.00% for the outlying areas of Jackson County. The final capitalization rate is also a key variable. Cap rates in the outlying areas of Jackson County have higher cap rates relative to the more metropolitan areas of Kansas City which are consistently below 6.00% for 4 and 5-star developments.



Appendix

Appendix – Data Sources

CoStar Group

www.costar.com

CoStar Group (NASDAQ: CSGP) is a leading global provider of commercial and residential real estate information, analytics, and online marketplaces. Included in the S&P 500 Index and the NASDAQ 100, CoStar has provided data and information services for over 37 years to the commercial real estate market. The platform allows access to a comprehensive inventory of over 7 million properties, twenty million lease and sale comparables, and 8.3 million commercial tenants.

PWC Investor Survey

www.pwc.com

The PwC Investor Survey is a trusted source of research and investment criteria. For over 35 years, the PWC Investor Survey has provided data and insights for commercial real estate investors. The PwC Investor Survey includes regional and national data for investor expectations concerning commercial real estate and is published on a quarterly basis. Survey participants represent a cross-section of major institutional equity real estate investors who invest primarily in institutional-grade property. Survey results are intended to be interpreted as expectations and does not reflect actual property performance.

RS Means

www.rsmeans.com

Gordian is a leading provider of facility and construction cost data, software and services for all phases of the building lifecycle. A pioneer of Job Order Contracting (JOC), Gordian's offerings also include proprietary RSMeans Data and facility intelligence solutions. The RS Means square foot estimator uses a predictive pricing model based on national, regional, and local data for a variety of commercial real estate developments.

Appendix – Glossary of Common Terms

Basis Point	1/100th of a percentage point (0.01%)
Capitalization Rate (Cap Rate)	The relationship between a single year's net operating income expectancy and the market price or value. Also a useful measure of risk.
Development Land / Pad Sites	Land that has been purchased, readied for development (i.e. entitlements and infrastructure), and subsequently sold to builders.
Developer's Fee / Profit	A market-derived figure that reflects the amount a developer expects to receive for their contribution to a project and risk.
Discount Rate	Assumed rate of return used to discount future cash flows back to their present value.
Equity	Cash provided by the Developer for the Project or share of ownership.
Levered Return	The use of borrowed funds to increase the yield (return) that would otherwise be realized on an equity investment when there is no debt financing (see "Unlevered Return").
Management Fee	An expense representing the sum paid for or the value of management services, including incentives, expressed as a percentage of total revenue.
Net Lease	A lease in which the landlord passes all expenses on to the tenant. As an investment, an income-producing property leased, often for 20 years or longer, to a creditworthy tenant.
Net Operating Income (NOI)	Income remaining after deduction of all the property's operating expenses.
Operating Expenses	The ongoing expenditures incurred during the ordinary course of business necessary to maintain and continue the production of gross revenues, not including reserves, debt service, and capital costs.
Replacement Reserve	Amount allocated for periodic replacement of building components during a property's economic life.
Tenant Improvement Allowance	A dollar amount (usually expressed as an amount per square foot) provided to the tenant by the landlord for the construction of tenant improvements, which may or may not equal the cost of remodeling.
Unlevered Return	Assumes that a Project is financed and completed entirely with cash from the Developer and no debt. BTMA's preferred approach when estimating the internal rate of return.

Appendix - Authors

Economic development is a team sport. Successful projects are driven by community collaboration. Baker Tilly's experience serving entities across the public sector, and our abilities to leverage the firm's private sector expertise, brings unique perspectives to understand community-wide goals in support of sustainable economic development. We take a holistic approach to managing project needs while bringing the community's vision to life.

The members of Baker Tilly's economic development team contributing to this report include the following.



Tom L. Kaleko, Principal

Tom leads Baker Tilly's municipal advisory professionals in Missouri and Kansas. He has provided financial advice to cities and counties since 2005. Previously, he served for 20 years in various city management capacities. Tom has extensive experience helping high-growth communities address their capital needs. He specializes in the areas of economic development and development finance – aiding in the evaluation and financing of mutually beneficial public-private partnerships. Tom has advised on some of the largest economic development projects across Missouri and Kansas with investment totaling in the billions of dollars.

Tom earned a Master of Public Administration from the University of Kansas and a Bachelor of Business Administration from the University of Tennessee. He is a registered Municipal Advisor and Municipal Advisor Principal with the Securities and Exchange Commission.

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Benjamin O. Hart, CPA, CGMA, Director

Ben serves as a Director with Baker Tilly Municipal Advisors. He has 30 years of experience working with cities, counties and utilities in executive leadership positions for two large local municipalities in the Kansas City metropolitan area. His 15 years combined with both communities included managing each entities' annual appropriation and utility-based debt as well as leading the finance team's complex economic development initiatives including the use of TDDs, TIFs, CIDs and tax abatement tools. He was the key in the communities' efforts in developing strategic economic development, planning and capital improvement policies and procedures, resulting in vital economic growth of both communities. He is active in the Kansas and Missouri Society of CPAs, as well as the Government Finance Officers Association at a national and local level.

Ben earned a Bachelor of Science in business administration from Central Methodist University. He is a registered Municipal Advisor and Municipal Advisor Principal with the Securities and Exchange Commission.

(816) 333-7093
Ben.Hart@bakertilly.com



Kolbe Krzyzanowski, Manager

Kolbe joined the firm in 2021, bringing experience in local government and economic development. Before joining Baker Tilly Municipal Advisors, LLC, Kolbe worked as an independent research consultant and economist for a large city in Missouri. He played a crucial role in the preparation of a $1.7 billion annual budget, provided analytical support for strategic initiatives, created complex financial models, and conducted policy, program, fiscal, and economic analyses, including developing cost-benefit and feasibility studies for economic development projects.

Kolbe earned a Master of Arts in economics and Bachelor of Arts in economics from University of Missouri – Kansas City. He is a registered Municipal Advisor with the Securities and Exchange Commission.

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Lucas Peterson, Senior Consultant

Lucas Peterson joined the firm in 2022, bringing experience in state and local government. Lucas began his career at the State of Kansas, working directly with local leaders to revitalize rural communities, acquiring a range of policy experience from affordable housing to childcare. After a year-long city management fellowship with a suburban community, Lucas joined Baker Tilly where he has focused on assisting communities with grant management and fully utilizing Federal resources like the American Rescue Plan Act.

Lucas earned a Bachelor of Science from Kansas State University and a Master of Public Administration from the University of Kansas.

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Lucas.Peterson@bakertilly.com



Jessica Oliphant, Senior Consultant

Jessica Oliphant joined the firm in 2021. Prior to joining Baker Tilly, she served as a budget analyst for a large city in Missouri where she supported financial modeling, preparation of the annual budget, and administering internal service funds. She's experienced in many facets of local government management, including budget preparation and analysis, financial modeling, and capital planning.

Jessica earned a Master of Public Administration degree and Bachelor of Arts in public policy from New York University. She is a registered Municipal Advisor with the Securities and Exchange Commission.

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Joshua Davis, Consultant

Joshua is a consultant within Baker Tilly's public sector advisory practice. He provides analytic and quantitative support on economic development projects and the issuance of municipal debt. Joshua's professional background includes previous work in governmental affairs and was a recipient of the Energy Policy Institute's Bartlett Fellowship at The University of Chicago.

Joshua earned a Master of Public Policy from The University of Chicago – Harris School of Public Policy and a Bachelor of Arts from Oklahoma City University. He is a registered Municipal Advisor with the Securities and Exchange Commission.

(608) 240-2445
Joshua.Davis@bakertilly.com

Introduced by Councilmember _____ BILL 5399

(RZ-01-26-9776, PDC-01-26-9775) ORDINANCE_____

AN ORDINANCE REZONING PROPERTY FROM "GB/PUD/R-O" (GENERAL BUSINESS/PLANNED UNIT DEVELOPMENT/RESTRICTED OVERLAY) TO "MF-18/PD" (HIGH DENSITY MULTI-FAMILY RESIDENTIAL/PLANNED DEVELOPMENT) AND APPROVING A PLANNED DEVELOPMENT CONCEPT PLAN FOR LUXE TWO (MAJORLUX II, MAJORLUX 2) AT 1500 NW NORTH RIDGE DRIVE, BLUE SPRINGS, JACKSON COUNTY, MISSOURI

WHEREAS, proper application having been made for Rezoning (RZ-01-26-9776) and a Planned Development (PD) Concept Plan (PDC-01-26-9775) of property hereinafter described and know as Luxe Two (MajorLux 2/MajorLux II/Luxe Two/LuxTwo/Luxe II); and

WHEREAS, after review of the PD Concept Plan with respect to such issues as density, impacting surrounding areas, and the adequacy of facilities and services, basic parameters are established for the development of the PD development; and

WHEREAS, in accordance with Title IV, Unified Development Code for the Municipal Code of the City of Blue Springs, Missouri, said application was referred to Planning Commission for report and recommendations, and a public hearing was held February 23, 2026, which Commission, after said hearing, recommended that the applications for Rezoning and PD Concept Plan be approved; and

WHEREAS, thereafter a public hearing was held by City Council on May 4, 2026; and

WHEREAS, in accordance with Title IV, Unified Development Code of the

Municipal Code of the City of Blue Springs, Missouri, it was determined that the change of zoning was appropriate at the location herein described; and

WHEREAS, the City of Blue Springs, Missouri has regulated the development at this location by requiring that it be developed as a PD Concept Plan.

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

Section 1. That the following described tract of real estate is hereby rezoned from "GB/PUD/R-O" (General Business/Planned Unit Development/Restricted-Overlay) to "MF-18/PD" (High Density Multi-Family Residential/Planned Development). The site is legally described as:

All of Lot 5, NORTH RIDGE LOTS 1 THRU 5, a subdivision of record in Blue Springs, Jackson County, Missouri according to the recorded plat thereof.

Section 2. No land covered within this PD designation, or contained within the area described by Section 1 of this Ordinance, may be developed except in compliance with The Luxe Two Planned Development Concept Plan approved herein by the City of Blue Springs or hereinafter revised, and the requirements of said PD Concept Plan shall include any staff recommendations contained in the staff report and presented to the Planning Commission at its February 23, 2026, meeting and to the City Council at its May 4, 2026, meeting, and approved by the City Council as conditions of development passage by this Ordinance and of this PD, and shall be deemed to include those conditions in additions to those contained in the Unified Development Code (UDC) and in documents and drawing submitted to the Planning Commission and City Council and approved

hereby, including the following conditions:

1. Approval by the City Council based on the representations of any drawings presented as part of this application does not waive any requirements or development standard contained in the UDC unless modified under the Planned Development Concept Plan:

    a. Requesting a building height allowance over the typical retail or multi-family allowable heights.

    b. Request to continue Burdett Crossing which is currently a private drive with the setbacks shown on the plans.

    c. Request to utilize 11 community parking stalls currently in the O'Reilly Auto Parts lot, and 25 community parking stalls in the Price Chopper parking lot. Both companies have agreed to parking share agreements.

    d. A waiver to the following requirements is requested for the parking area fronting NW North Ridge Drive:

        1. 404.110. D.2(MF-18 Zoning)- all parking shall be located at least twenty-five (25) feet from the street frontage.

        2. 407.010. E- an 8-foot perimeter landscape buffer is required adjacent to the street based upon the number of parking spaces fronting.

    e. The back-of-curb for the existing parking lot has a setback from the street right-of-way line of approximately 7.2-feet at the west

end and approximately 7.5-feet at the east end. The proposed site will have a back-of-curb set-back of approximately 7.2-feet the full length of the parking lot. The location of the proposed curb line is almost identical to the existing curbline.

f. An existing retaining wall ranging from 2-feet in height to over 12-feet in height is located approximately 3-feet behind the right-of-way line in the landscape buffer area. A decorative fence is at the top of the wall. The existing landscape trees are located within the right-of-way, approximately 6 feet from the right-of-way line. There is approximately 3.5 feet between the back-of-curb and the fence available for additional landscaping.

2. Prior to the approval of the Final PD Plan, the applicant shall verify that the existing detention facilities are functioning as designed and are capable of providing adequate stormwater control for the proposed development. Documentation shall include submission of a Final Storm water Management Report prepared by a professional engineer licensed in the State of Missouri, demonstrating that the existing detention system meets applicable City requirements and will adequately serve the development.

3. Prior to approval of the Final PD Plan, the applicant shall provide confirmation from the Fire Department that all existing fire hydrants and any proposed private fire hydrants meet applicable fire protection standards, including location, spacing, and flow requirements. Any required modifications or additional hydrants identified by the Fire Department shall be incorporated into the Final PD Plan.

4. Prior to approval of the Final PD Plan, a release document shall be executed and recorded to remove the existing restricted building line as shown on the site plan. Following recording of the release, an Administrative Plat shall be submitted and approved to reflect the modification and establish the revised location of the restricted building line.

5. Final Building and site design must meet Residential Design Standards per UDC 407.080 unless otherwise modified through the PD Concept Plan.

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 4th day of May 2026.

CITY OF BLUE SPRINGS

_____

Chris Lievsay, Mayor

ATTEST:

_____

Erin Ford, City Clerk

1st Reading: _____

2nd Reading: _____

Introduced by Councilmember _____ BILL 5400

ORDINANCE_____

AN ORDINANCE APPROVING THE PETITION FOR ESTABLISHMENT OF THE MAJORLUX II COMMUNITY IMPROVEMENT DISTRICT AND ESTABLISHING THE DISTRICT.

WHEREAS, Sections 67.1401 to 67.1571 RSMo, as amended (the "CID Act"), authorizes the governing body of any city, upon presentation of a proper petition requesting the formation and after a public hearing, to adopt an ordinance establishing a community improvement district; and

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

WHEREAS, the property owners within the proposed community improvement district have filed with the Blue Springs City Clerk (the "City Clerk") a petition for the establishment of a community improvement district pursuant to the CID Act, entitled "Petition for Establishment of the MajorLux II Community Improvement District" (the "Petition") which is attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, this Project has been referred to by several names including MajorLux 2/MajorLux II/Luxe Two/LuxTwo/Luxe II throughout the course of the development process; and

WHEREAS, within ninety days of receipt, the City Clerk verified that the Petition substantially complies with the CID Act, submitted the verified Petition to the City

Council and set a public hearing with all proper notice being given in accordance with the CID Act or other applicable law; and

WHEREAS, none of the signatures of the signers of the Petition were withdrawn within seven days after the Petition was filed with the City Clerk; and

WHEREAS, all the real property included in the MajorLux II Community Improvement District (the "District") is entirely located within the City; and

WHEREAS, on May 4, 2026, the City Council held a public hearing at which all persons interested in the formation of the District were allowed an opportunity to speak; and

WHEREAS, the Petition to establish the District being fully heard before the City Council, the City Council now desires to approve the Petition, establish the District and take other actions related to establishment of the District; and

WHEREAS, the District is authorized under the CID Act to impose a district-wide sales tax (the "District Sales Tax") and to enter into a cooperative agreement for the administration of revenues of the District Sales Tax (the "District Sales Tax Revenues"); and

WHEREAS, the City Council hereby determines that it is in the best interests of the City to establish the District.

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

Section 1. All terms used in this Ordinance shall be construed as defined in the CID Act and the Petition.

Section 2. In accordance with the CID Act, within not to exceed 90 days of receipt of the Petition, the City Clerk has verified that the Petition substantially complies with all submission requirements of the CID Act.

Section 3. The Petition, a copy of which is attached hereto as **Exhibit A**, is hereby approved and the District is hereby established within the City as a political subdivision of the State of Missouri. The District includes the contiguous tracts of real estate as described in the Petition and shown on the map set forth in the Petition.

Section 4. As set forth in the Petition, the District shall be governed by a board of directors consisting of five (5) members. The initial directors shall be the persons named in the chart below, and successor directors shall be appointed by the Mayor with the consent of the City Council.

Initial Directors
Dave Williams (Owner's Representative) – 4-year term
Major Hammett (Owner's Representative) – 4-year term
Melissa Braun (City Representative) – 2-year term
Christine Cates (City Representative) – 2-year term
Greg Brickhouse (Disinterested Director fulfilling requirements of Section 67.1451.2(3), RSMo.) – 2- year term

Section 5. The District's Board of Directors shall have authority to establish a sales tax within the District as set forth in the Petition and in conformance with the CID Act.

Section 6. The District shall have and possess without limitation such powers authorized under the CID Act and as set forth or otherwise limited in the Petition.

Section 7. The District shall terminate twenty-seven (27) years after the effective date of this Ordinance, unless extended as provided in the CID Act and approved by the City Council.

Section 8. The City Clerk is hereby directed to prepare and file with the Missouri Department of Economic Development (the "Department") and the Missouri State Auditor the report specified in Section 67.1421.6 of the CID Act, substantially in the form provided by the Department.

Section 9. The City, the District and Luxe One LLC (the "Developer") shall enter into a cooperative agreement outlining their respective duties and obligations with respect to the administration, enforcement and operation of the District Sales Tax and the use of the District Sales Tax Revenues. No payment or reimbursement of District costs and expenses shall occur and no disbursement of District revenues shall occur until a cooperative agreement is approved and executed by the City, the Developer and the District. Failure of the parties to enter into the cooperative agreement within six (6) months following the effective date of this Ordinance shall nullify and render void the approvals granted in this Ordinance upon such declaration by the City Council.

Section 10. City staff, the City's economic development counsel, and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City

all certificates, instruments, and agreements or other documents as may be necessary, desirable, convenient, or proper to perform all matters authorized herein.

Section 11. It is hereby declared to be the intention of the City Council that each and every part of this Ordinance shall be separate and severable from each and every other part. In the event that any part of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts shall be in full force and effect.

Section 12. This Ordinance shall take effect and be in full force from and after its passage by the City Council and approval by the Mayor.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 4th day of May, 2026.

CITY OF BLUE SPRINGS

_____

Chris Lievsay, Mayor

ATTEST:

_____

Erin Ford, City Clerk

1st Reading: _____

EXHIBIT A

PETITION TO ESTABLISH DISTRICT

[Attached]

PETITION FOR ESTABLISHMENT OF THE

MAJORLUX II COMMUNITY IMPROVEMENT DISTRICT

CITY OF BLUE SPRINGS, MISSOURI

PETITION FOR THE CREATION OF THE
MAJORLUX II COMMUNITY IMPROVEMENT DISTRICT

To the Mayor and City Council of the City of Blue Springs, Missouri:

The undersigned real property owners (collectively, the "***Petitioner***"), pursuant to RSMo Section 67.1421, being the owners of:

(1) one hundred percent (100%) by assessed value of the real property; and

(2) one hundred percent (100%) per capita of all owners of real property

within the boundaries of the hereinafter described proposed community improvement district, does hereby petition and request that the City Council of the City of Blue Springs, Missouri create a community improvement district as described herein under the authority of Sections 67.1401 to 67.1571, RSMo (the "***CID Act***"). In support of this petition, the Petitioner sets forth the following information in compliance with the CID Act:

1. District Name. The name for the proposed community improvement district ("***CID***" or "***District***") is:

   The MajorLux II Community Improvement District.

2. Legal Description and Map. A legal description and map generally depicting the boundaries of the proposed District are attached hereto as ***Exhibit* A** and ***Exhibit* B**, respectively. The proposed district consists of 2.89 +/- acres and is located entirely within the City of Blue Springs, Missouri.

3. Five-Year Plan. A five-year plan as required by the CID Act is attached hereto as ***Exhibit C*** (the "***Five Year Plan***").

4. Form of District. The proposed district will be established as a political subdivision of the State of Missouri under the CID Act.

5. Board of Directors.

   a. Number. The District shall be governed by a Board of Directors (the "***Board***") consisting of five (5) members, whom shall be appointed in accordance with this petition.

   b. Qualifications. Each Member of the Board ("***Director***") shall meet the following requirements:

      (1) be at least 18 years of age;

      (2) be, and must declare to be, either an owner of real property within the District or an authorized representative of an Owner, an owner of a business operating within the District, or a registered voter residing within the District, as provided in the CID Act;

      (3) be and have been a resident of the State of Missouri for at least one year immediately preceding the date upon which he or she takes office in accordance with Article VII, Section 8 of the Missouri Constitution; and

(4) except for the initial directors named in this Petition, be appointed with consideration to a slate that is submitted to the Mayor as described in this Petition.

c. Initial Directors. The initial directors ("***Initial Directors***") and their respective terms shall be:

i. Dave Williams - Owner's Representative, four (4) year term

ii. Major Hammett - Owner's Representative, four (4) year term

iii. *Greg Brickhouse - Owner's Representative, two (2) year term

iv. Melissa Braun – City's Representative, two (2) year term

v. Christine Cates – City's Representative, two (2) year term

If there are no registered voters residing in the District on the date this Petition is filed with the City Clerk, at least one Director must be a resident of Blue Springs, Missouri that is registered to vote, has no financial interest in any real property or business within the District, and is not related (second degree blood or marriage) to any owner of real estate or any business in the CID. The Director(s) identified with an "*" above satisfy such additional qualification requirements.

d. Terms. Initial Directors shall serve for the term set forth above. Each Successor Director shall serve a four (4) year term or until his/her successor is appointed in accordance with this Petition. If, for any reason, a Director cannot serve his/her term, the remaining Directors shall elect an Interim Director to fill the vacancy of the unexpired term.

Notwithstanding anything to the contrary herein, any Director's failure to meet the qualification requirements set forth above, either in a Director's individual capacity or in a Director's representative capacity, shall constitute cause for the Board to take appropriate action to remove said Director.

e. Successor Directors. Successor Directors shall be appointed by the Mayor with the consent of the City Council by resolution. The Executive Director of the District may submit a proposed slate of successor directors to the City of Blue Springs, Missouri's City Clerk (the "***City Clerk***"), which slate may be comprised of any individuals that meet the above-listed criteria in the discretion of the Executive Director. Upon receipt of a slate of Successor Directors, the City Clerk shall promptly deliver the slate to the Mayor for consideration by the City Council. The slate shall serve as a non-binding recommendation of persons to be appointed by the Mayor.

6. Assessed Value. The total assessed value of all real property in the District is $241,667.

7. Blight Remediation and Public Purpose. Petitioner is not seeking a determination that the District is a blighted area under Section 67.1401.2(3) RSMo. of the CID Act.

8. Duration of District. The proposed length of time for the existence of the District is twenty-seven (27) years from the date upon which an ordinance is passed by the City Council establishing the District. The District may be terminated prior to the end of such term in accordance with the provisions of the CID Act and this Petition, and said term shall not be extended unless a new petition is submitted and approved pursuant to the terms of the CID Act.

9. Real Property and Business License Taxes. The District will not have the power to impose a real property tax levy or business license taxes.

10. Special Assessments. The District will not have the power to impose special assessments.

11. Sales and Use Tax. Qualified voters of the District may be asked to approve a sales and use tax of up to one percent (1%) ("***District Sales Tax***"), in accordance with the CID Act, to fund certain improvements within the District and/or to pay the costs of services provided by the District. Additional details about the District Sales Tax are set forth in the Five-Year Plan attached hereto as ***Exhibit C***.

12. Borrowing Limits. Petitioner does not seek limitations on the borrowing capacity of the District, but does not anticipate that the District will borrow funds.

13. Revenue Limits. Petitioner does not seek limitations on the revenue generation of the District.

14. Future Five Year Plans. The District shall submit future Five-Year Plans meeting the requirements of Section 1421.2(3)(d), RSMo (as amended or replaced from time to time) to the City for comment and review no earlier than one hundred eighty (180) days and no later than ninety (90) days prior to the expiration of each then-current Five-Year Plan.

15. Authority Limits. Petitioner does not seek limitations on the authority of the District, except as set forth in this Petition. The District will not fund any costs until a cooperative agreement is executed between the District, the City, and the developer of record for the project.

16. Right to Terminate. The property owners within the District shall have the right to petition the City Council to terminate the District at any time in accordance with the CID Act.

17. City Council Right to Audit. The City Council shall have the right to audit the books and records of the District at any time upon reasonable request.

18. **Revocation of Signatures. THE PETITIONER ACKNOWLEDGES THAT THE SIGNATURE OF THE SIGNER OF THIS PETITION MAY NOT BE WITHDRAWN FROM THIS PETITION LATER THAN SEVEN (7) DAYS AFTER THE FILING HEREOF WITH THE CITY CLERK.**

WHEREFORE, Petitioner respectfully requests that the City Council establish the requested MajorLux II Community Improvement District in accordance with the information set forth in this Petition and that the Mayor appoint, and the City Council consent to, the proposed members for the Board of Directors as set forth in this Petition and take all other appropriate and necessary action that is consistent with the CID Act to establish the requested district.

[*Remainder of page intentionally left blank; signature pages follow*]

EXECUTION PAGES FOR PETITION FOR THE CREATION OF THE MAJORLUX II COMMUNITY IMPROVEMENT DISTRICT

Name of owner: CITY OF BLUE SPRINGS, MISSOURI

Owner's address: 903 West Main Street
Blue Springs, Missouri 64105
Attention: City Administrator

Owner's telephone number: (816) 228-0110

IF SIGNER IS DIFFERENT FROM OWNER:

Name of signer: Chris Lievsay

Title: Mayor

Signer's telephone number: (816) 228-0110

Signer's mailing address: 903 West Main Street
Blue Springs, Missouri 64105

If owner is an individual: _____ Single _____ Married

If owner is not an individual, state what type of entity (Mark Applicable Box):

	Corporation		General Partnership
	Limited Partnership		Limited Liability Company
	Partnership		Urban Redevelopment Corporation
	Not-for-Profit Corporation	X	Other - Political Subdivision

Map and parcel number(s):

36-420-04-14-00-0-00-000

Total Assessed value: $241,667

BY EXECUTING THIS PETITION, THE UNDERSIGNED REPRESENTS AND WARRANTS THAT HE IS AUTHORIZED TO EXECUTE THIS PETITION ON BEHALF OF THE PROPERTY OWNER NAMED IMMEDIATELY BELOW.

CITY OF BLUE SPRINGS, MISSOURI,
a Missouri constitutional charter city and municipal corporation

By: _____
Name: Chris Lievsay
Title: Mayor

Date: April 9, 2026

STATE OF Missouri)
) ss:
COUNTY OF Jackson)

On this 9 day of April, 2026, before me appeared Chris Lievsay, to me personally known, who, being by me duly sworn did say that (s)he is the MAYOR of THE CITY OF BLUE SPRINGS, MISSOURI, a Missouri constitutional charter city and municipal corporation , and that said instrument was signed on behalf of said corporation, and said corporation acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal this 9 day of April, 2026.

_____
Notary Public

My Commission Expires: 06-20-2027

EXHIBIT A

LEGAL DESCRIPTION OF THE MAJORLUX II COMMUNITY IMPROVEMENT DISTRICT

Lot 5, NORTH RIDGE LOTS 1 – 5, a subdivision in Blue Springs, Jackson County, Missouri.

EXHIBIT B

GENERAL BOUNDARY MAP OF THE MAJORLUX II COMMUNITY IMPROVEMENT DISTRICT

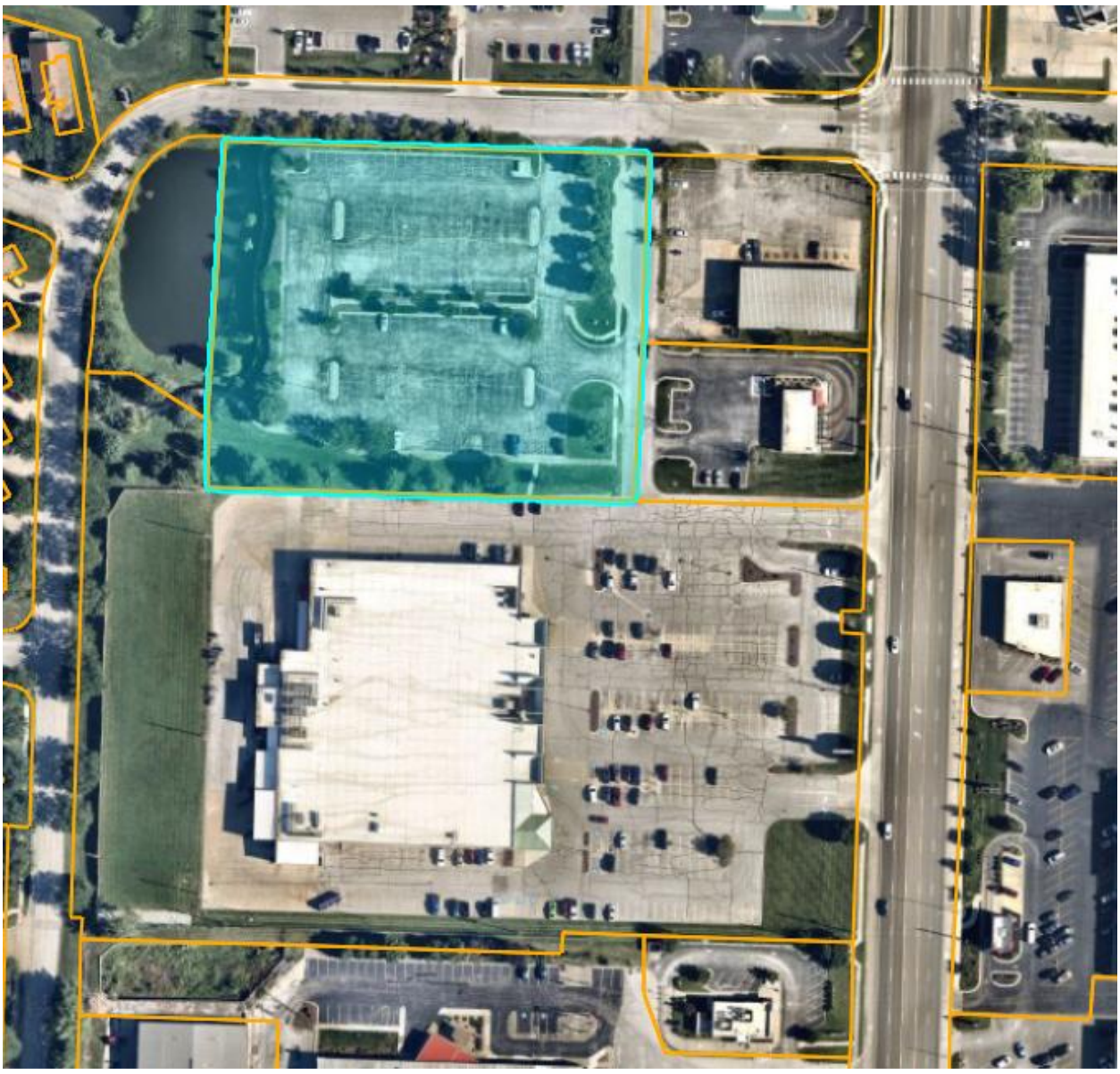


EXHIBIT C

FIVE YEAR PLAN

[ATTACHED]

FIVE YEAR DISTRICT MANAGEMENT PLAN

OF THE

MAJORLUX II COMMUNITY IMPROVEMENT DISTRICT

CITY OF BLUE SPRINGS, MISSOURI

The information and details outlined in the following pages represent the strategies and activities that are anticipated will be undertaken during the initial five-year duration of the MAJORLUX II Community Improvement District in Blue Springs, Missouri. It is an integral and composite part of the petition to establish the MAJORLUX II Community Improvement District.

Introduction

The MAJORLUX II Community Improvement District (the "***District***") is created pursuant to Section 67.1401 through 67.1571 of the Revised Statutes of Missouri (the "***CID Act***"). Section 67.1421, RSMo, requires that the petition for the creation of the District be accompanied by a five-year plan which includes a description of the purposes of the proposed district, the services it will provide, the improvements it will make and an estimate of the costs of these services and improvements to be incurred. This Five-Year District Management Plan (the "***Plan***") is intended to satisfy this statutory requirement and is appended to the Petition for Formation of the District as an integral part thereof.

Section 1 - Why Create a Community Improvement District?

The District will encompass approximately 2.89 +/- acres of land located generally at 1500 NW North Ridge Dr., Blue Springs, Missouri 64015 (the "***Development***"). The purpose of the District is to undertake certain improvements and services within the District, as discussed below, and to use or make available its revenue to pay the costs thereof, including without limitation debt service on any notes, bonds or other obligations issued and outstanding from time to time to finance all or any of such costs.

Section 2 - What is a Community Improvement District?

A community improvement district is an entity that is separate from the City of Blue Springs, Missouri and is formed by the adoption of an ordinance by the City Council following a public hearing before the City Council regarding formation of the District. A CID may take the form of a political subdivision of the State of Missouri, or a nonprofit corporation that is formed and operated under Missouri corporation laws. CIDs are empowered to provide a variety of services and to construct and/or finance a number of different public improvements, and in a blighted area, private improvements, as set forth more particularly in the CID Act. CIDs derive their revenue from taxes and assessments levied within the boundaries of the CID. Such revenues are then used to pay the costs of the services or improvements. A CID is operated and managed by a board of directors, whose members may be appointed or elected. Board members serve for a designated period, and the Board positions are again elected or appointed at the expiration of each term as provided in the petition creating such CID.

Section 3 - Management Plan Summary

The District in this case will take the form of a separate political subdivision of the State of Missouri, which will be governed by a Board of Directors that will consist of five (5) members appointed by the Mayor of Blue Springs, Missouri with the consent of the City Council upon consideration of a slate submitted in accordance with the Petition.

District Formation:

CID formation requires submission of signed petitions from a group of property owners:

- collectively owning more than fifty percent (50%) by assessed value of the real property within the District, and
- representing more than fifty percent (50%) per capita of all owners of real property within the District.

In this case, the Petition to which this Plan is attached has been signed by the owners of one hundred percent (100%) of the assessed value and one hundred percent (100%) of the per capita property owners within the District.

Location:

The Development is located at 1500 NW North Ridge Dr., Blue Springs, Missouri 64015 and consists of approximately 2.89 +/- acres, as more particularly described in the Petition.

Assessed Value of District:

The total assessed value of the properties within the District on the date of the Petition is $241,667.

Improvements and Services:

The purpose of the District is to provide funding for the construction of certain improvements within the District's boundaries, which are more particularly described in ***Exhibit A*** to this Plan (the "***Improvements***"). The items included within the Improvements may be modified from those listed herein as allowed pursuant to a cooperative agreement (the "Cooperative Agreement") between the District, City and developer of the project. The costs of the Improvements to be financed by the District shall include all costs associated with design, architecture, engineering, financing costs incurred to finance such Improvements, and legal and administrative costs of same. The District may also provide funding for the District's formation and its ongoing operation, collection and administration costs on an annual basis.

It is also anticipated that all costs, including attorneys' fees, associated with formation of the District, including, but not limited to, the preparation of the CID Petition, the negotiation and drafting of any agreements entered into upon formation of the District in furtherance of the District's purposes, and the initial implementation of the District ("***Formation Costs***") will be reimbursed to the advancing party, or paid directly, from funds generated by the District.

The District will enter into a Cooperative Agreement with the City and the developer of the project, and such agreement will set forth the restrictions and limitations associated with funding the Improvements and the approval of any additional improvements that are not set forth in this initial Five-Year Plan. The Cooperative Agreement may also contain provisions which permit the District to fund services after all Improvement Costs have been reimbursed to the appropriate party.

Method of Financing:

It is proposed that the District will impose a sales and use tax of up to one percent (1%) (the "***District Sales Tax***"), which is in addition to any other state, county or city sales and use tax. The District Sales Tax is payable on the same retail sales that are subject to taxation pursuant to Sections 144.010 to 144.525, RSMo, except sales of motor vehicles, trailers, boats or outboard motors, and sales to or by public utilities and providers of communications, cable, or video services. All costs of the District shall be financed in the manner and amount determined by the Board of Directors from the amounts on deposit with the CID. Amounts advanced to the District by the Petitioner, or its successors or assigns, to cover the costs contemplated hereunder will be reimbursed by the District upon the availability of funds. All financing costs, including interest costs, associated with any loan obtained to finance Improvements and/or services may be paid from District Sales Tax revenues.

Estimated Costs:

Attached as ***Exhibit A*** to this Plan is a table setting forth the estimated cost of the Improvements and a table setting forth the projected cash flow for the first five years of the District's existence.

City Services:

The CID Act mandates that existing City services will continue to be provided within a CID at the same level as before the District was created (unless services are decreased throughout the City) and that District services shall be in addition to existing City services. The District anticipates that City services will continue to be provided within the District at the same level as before the District was created, and the District will not cause the level of City services within the District to diminish.

Duration:

The District will operate for a maximum term of twenty-seven (27) years from the date upon which an ordinance is passed by the City Council establishing the District. Notwithstanding that the District is at the time providing any services, but subject to the contractual rights of any third parties, the District may be terminated prior to the end of such maximum term if the Improvements have been completed and the costs thereof paid for or reimbursed in full by District Sales Tax revenue. The petition process must be repeated for the District to continue beyond such maximum term.

Section 4
District Boundaries

The legal description of the District is attached as ***Exhibit A*** to the Petition.

Section 5
Facilities and Services to Be Provided

As explained above, during the first five years, the purpose of the District is to provide revenue sources in support of contracting with any private property owner to effectuate the Improvements and providing or contracting for services.

Section 6
Governing the Community Improvement District

City Council:

Following the submission of the Petition, the City Council will conduct a public hearing and then consider an ordinance to create the District.

Board of Directors for District:

The District will be governed by a Board of Directors that will consist of five members. The initial directors are named in the petition, and successor directors shall be appointed by the Mayor of Blue Springs, Missouri with the consent of the City Council pursuant to the terms of the Petition. It is anticipated that if the District submits names of suggested successor directors to the City in writing at least thirty (30) days prior to the expiration date of the terms of the applicable directors, the Mayor shall appoint such directors as successor directors, with the consent of the City Council, upon consideration of the slate of recommended directors. If any suggested directors are not suitable, the Mayor may provide the District with a reasonable written explanation regarding why such suggested successor directors do not meet applicable legal requirements or lack the competency to serve as directors.

Annual Budget:

The District's budgets will be proposed and approved annually, within the limitations set forth in this Plan, by the District's Board of Directors. Budgets will be submitted annually to the City Council of the City of Blue Springs, Missouri for review and comment in accordance with the CID Act. The District will operate, at all times, in accordance with the District Rules and Regulations (Section 7) and the Bylaws of the District.

Section 7
District Rules and Regulations

1. The District shall operate, at all times, in accordance with Bylaws that may be adopted by the Board of Directors. The District shall, at all times, conduct its proceedings in accordance with Robert's Rules of Order, except as otherwise provided in any Bylaws.

2. The Board of Directors of the District will meet at least on an annual basis.

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EXHIBIT A TO FIVE YEAR PLAN OF THE
MAJORLUX II COMMUNITY IMPROVEMENT DISTRICT

ESTIMATED COSTS OF IMPROVEMENTS[1]

Improvement**	Cost*
Asphalt Paving and Paving Markers	$267,519
Subtotal:	**$267,519**
10% Contingency:	**$26,752**
District Formation Costs:	**$35,000**
Annual Operating Costs (5 years)	**$10,000 (per year)**
Grand Total:	**$379,271**

*Excludes financing costs incurred to undertake such costs, which may also be reimbursed with District Sales Tax revenues.

**Only items permitted by the CID Act shall be eligible to be financed with District Sales Tax.

CASH FLOW PROJECTION[2]

CID Year	District Sales Tax Revenue
1	$17,840
2	$18,196
3	$18,560
4	$18,931
5	$19,310

[1] These costs are estimates and may fluctuate based on actual costs incurred for purposes permitted under the CID Act. Costs to be funded by the District will be limited as set forth in a Cooperative Agreement among the City of Blue Springs, the District and the developer of the project.

[2] Any annual revenue generated will be utilized to pay any costs of the District as approved in the District annual budget.

Introduced by Councilmember _____ BILL 5401
ORDINANCE _____

AN ORDINANCE APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT; AUTHORIZING THE ISSUANCE OF TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS IN A MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $23,000,000; AND AUTHORIZING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the City of Blue Springs, Missouri, a constitutional charter city and political subdivision of the State of Missouri (the "City") is authorized pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution, as amended, and Sections 100.010 to 100.200, inclusive, of the Revised Statutes of Missouri, as amended, and the Charter of the City (collectively, the "Act"), to issue its revenue bonds for the purpose of carrying out a project or projects under the Act, such revenue bonds to be paid solely from revenue received from such project, and to enter into a lease of the facilities financed with the proceeds of such revenue bonds with any person, firm or corporation; and

WHEREAS, the City has received a proposal for a project consisting of the acquisition, construction, improvement, installation, equipping and furnishing of approximately 2.89 acres of land and constructing a mixed-use development consisting of 70 residential units and approximately 11,887 square feet of retail space for MajorLux 2/MajorLux II/Luxe Two/LuxTwo/Luxe II (the "Project") to be located at 1500 NW North Ridge Drive in Blue Springs, Missouri; and

WHEREAS, the City, in accordance with Section 100.050 of the Act, prepared a plan for an industrial development project (the "Plan"), gave notice of the Plan to the taxing jurisdictions in accordance with Section 100.059.1 of the Act, and held a public hearing regarding the Plan on May 4, 2026; and

WHEREAS, the City now desires to approve the Plan; and

WHEREAS, the City desires to provide tax abatement for the Project through the proceeds of a series of industrial development revenue bonds to be issued under the Act (the "Bonds"); and

WHEREAS, the City does hereby find and determine that it is desirable for the economic development of the City and within the public purposes of the Act that the City issue the Bonds for the Project, which Project shall be leased by the City to Luxe One, LLC, or an affiliate designated by such entity (the "Company"), with an option to purchase; and

WHEREAS, simultaneously with the issuance of the Bonds, the City will lease the Project to the Company, and enter into a Lease with the Company under which the Company will agree to certain terms relating to property tax abatement on the Project; and

WHEREAS, the City further finds and determines that it is necessary and desirable in connection with the Plan, the Project and the issuance of the Bonds that the City enter into certain documents, and that the City take certain other actions and approve the execution of certain other documents as herein provided;

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

Section 1. Approval of Plan; Authorization for the Project; Commercial Nature of Project. The City hereby approves the Plan attached hereto as Exhibit A in accordance with Section 100.050 of the Act. The City is hereby authorized to provide for the acquisition, construction, improvement and installation of the Project, to take title to the Project and to lease the Project to the

Company, all in the manner and as more particularly described in the Indenture and the Lease hereinafter defined and authorized. The City hereby finds that the leasing of apartments to end users for a profit is a commercial activity, making the Project entirely commercial in nature.

Section 2. **Authorization of the Bonds**. The City is hereby authorized to issue and sell the Bonds in a maximum aggregate principal amount of not to exceed $23,000,000, for the purpose of providing funds to pay the costs of the Project. The Bonds shall be issued and secured pursuant to the herein authorized Indenture and shall bear such date, shall mature at such time, shall be in such denominations, shall bear interest at such rates, shall be in such form, shall be subject to redemption and other terms and conditions, and shall be issued in such manner, subject to such provisions, covenants and agreements, as are set forth in the Indenture.

Section 3. **Sale and Terms of Bonds; Authorization and Execution of Purchase Agreement.** The Bonds will be sold to the Company under the terms of a Bond Purchase Agreement dated as of the date set forth therein (the "Bond Purchase Agreement"), between the City and the Company. The maximum aggregate principal amount of the Bonds shall be $23,000,000, the interest rate on the Bonds shall not exceed 7.50%, principal shall be payable at maturity, the Bonds shall be purchased at 100% of the principal amount thereof and the Bonds may be redeemed at any time at a redemption price equal to the principal amount thereof plus accrued interest.

Section 4. **Limitation on Liability**. The Bonds and the interest thereon shall be limited obligations of the City payable solely out of certain payments,

revenues and receipts derived by the City from the Lease described below, and such payments, revenues and receipts shall be pledged and assigned to the Trustee named below as security for the payment of the Bonds as provided in the Indenture. The Bonds and the interest thereon shall not constitute general obligations of the City or the State of Missouri, and neither the City nor said State shall be liable thereon. The Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction, and are not payable in any manner by taxation.

Section 5. Authorization of Documents. The City is hereby authorized to enter into the following documents (the "City Documents"), in substantially the forms on file in the records of the City, with such changes therein as shall be approved by the officials of the City executing such documents, such officials' signatures thereon being conclusive evidence of their approval thereof:

(a) Trust Indenture dated as of the date set forth therein (the "Indenture"), between the City and the trustee named therein (the "Trustee"), pursuant to which the Bonds shall be issued and the City shall pledge the Project and assign certain of the payments, revenues and receipts received pursuant to the Lease to the Trustee for the benefit and security of the owners of the Bonds upon the terms and conditions as set forth in the Indenture;

(b) Lease Agreement dated as of the date set forth therein (the "Lease"), between the City and the Company, under which

the City will acquire the Project and lease the Project to the Company pursuant to the terms and conditions in said Lease, in consideration of rental payments by the Company which will be sufficient to pay the principal of, premium, if any, and interest on the Bonds; and

(c) Bond Purchase Agreement.

Section 6. Execution of Documents. The Mayor is hereby authorized and directed to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Indenture. The Mayor or City Administrator is hereby authorized and directed to execute the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City to the Bonds and the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 7. Further Authority. The Mayor, City Administrator and other officials, agents and employees of the City as required are hereby authorized and directed to, take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Bonds and the City

Documents, including any Financing Documents or related documents described under the City Documents.

Section 8. **Effective Date**. This Ordinance shall be in full force and effect from and after its passage and approval.

[Remainder of page left intentionally blank.]

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 4th day of May 2026.

CITY OF BLUE SPRINGS

_____

Chris Lievsay, Mayor

ATTEST:

_____

Erin Ford, City Clerk

1st Reading: _____

2nd Reading: _____

EXHIBIT A

PLAN FOR INDUSTRIAL DEVELOPMENT

NOTICE TO TAXING JURISDICTIONS

On behalf of the City of Blue Springs, Missouri (the "City"), please find enclosed a copy of a proposed plan for an industrial development project and the cost benefit analysis (the "Plan").

The City Council will consider an ordinance to approve the Plan during the City Council's meeting on May 4, 2026, at 6:00 p.m. in the City Council Chambers at the Howard L. Brown Public Safety Building, 1100 SW Smith Street, Blue Springs, Missouri.

The City invites you to submit written comments to the Council on the proposed Plan. All comments will be fairly and duly considered by the City. Comments will also be taken during a public hearing at the City Council meeting referred to above.

A copy of the Plan will be on file in the office of the City Clerk and will be available for public inspection during normal business hours.

Dated: April 10, 2026

Blue Springs City Hall
903 West Main Street
Blue Springs, MO 64015

Taxing Jurisdictions -- Distribution List

Blue Springs School District Superintendent 1801 NW Vesper Street Blue Springs, MO 64015	**Junior College District of Metropolitan Kansas City, Missouri (Metropolitan Community College)** Chancellor 3200 Broadway Kansas City, MO 64111
Jackson County Board of Disabled Services 8511 Hillcrest Rd., Suite 300 Kansas City, MO 64138	**Mid-Continent Public Library** Director 15616 E. Highway 24 Independence, MO 64050-2057
Jackson County County Executive 415 E. 12th Street, 2nd Floor Kansas City, MO 64106	**Jackson County Community Mental Health** Executive Director 1627 Main Street, Suite 500 Kansas City, MO 64108
Central Jackson County Fire Protection District Fire Chief Station No. 3 – Administration Office 805 NE Jefferson Street Blue Springs, MO 64014	**Kansas City Zoological District** Chair of the Board of Directors 6800 Zoo Drive Kansas City, MO 64132
Jackson County Assessment Department Truman Courthouse 112 W. Lexington 1st Floor Independence, MO 64050	**City of Blue Springs** City Clerk 903 West Main Street Blue Springs, MO 64015
Jackson County Community Children's Services Fund Executive Director 2345 Grand Blvd., Suite 1450 Kansas City, MO 64108	**Jackson County Collections Department** Truman Courthouse 112 W. Lexington 1st Floor Independence, MO 64050
Missouri Department of Revenue County Tax Section Merchants/Manufacturers Replacement Tax Fund 301 West High Street Jefferson City, MO 65102-0453	**Missouri Department of Revenue** County Tax Section State Blind Pension Fund 301 West High Street Jefferson City, MO 65102-0453

BEFORE THE

CITY COUNCIL

OF THE

CITY OF BLUE SPRINGS, MISSOURI

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT FOR THE MAJORLUX II PROJECT

April 10, 2026

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT FOR THE MAJORLUX II PROJECT

TO: THE CITY COUNCIL OF THE CITY OF BLUE SPRINGS, MISSOURI

A plan for an industrial development project as described herein has been proposed to the City of Blue Springs, Missouri (the "City"), for approval, to be carried out pursuant to Article VI, Section 27(b) of the Missouri Constitution, as amended, and Sections 100.010 to 100.200, inclusive, of the Missouri Revised Statutes, as amended, and in support of said application the following is submitted:

1. Description of the Project. The Project consists of acquiring approximately 2.89 acres of land and constructing a mixed-use development consisting of 70 residential units and approximately 11,887 square feet of retail space. The Project will include parking lot improvements, approximately 15 garage parking spaces, open area lounge and lobby, patio with grills and a fire pit, fitness center, and a rooftop indoor/outdoor lounge.

2. Estimate of the Cost of the Project. The total cost of the Project is estimated to be $23,000,000, including the acquisition of the land, the costs of completing the Project and the costs of issuing the Bonds (defined below).

3. Source of Funds to be Expended for the Project. The source of funds to be expended for the Project will be the proceeds of $23,000,000 estimated aggregate principal amount of taxable industrial revenue bonds (the "Bonds"), to be issued by the City for the Project and to pay costs of issuing the Bonds.

4. Statement of the Terms Upon Which the Project is to be Leased and Otherwise Disposed of by the City. The City will take title to the land underlying the Project. The Project will be leased by the City (with an option to purchase the City's interest in the Project) to Luxe One, LLC, or its designee (the "Company"). The lease payments collectively will equal the principal and interest on the Bonds plus certain other amounts, as applicable. The Bonds will be payable solely from the revenues derived by the City from the lease to the Company or other disposition of the Project and the Bonds will not be an indebtedness or general obligation, debt or liability of the City.

5. Bond Purchase Arrangements. It is anticipated that the Company or an affiliate or a related entity will purchase the Bonds in the estimated aggregate principal amount of $23,000,000.

6. Affected Taxing Jurisdictions. The Blue Springs R-IV School District, the City, and Jackson County, Missouri will be affected by the Project as well as the other taxing jurisdictions shown on the attached Cost Benefit Analysis. The Junior College District of Metropolitan Kansas City, Missouri is the community college district affected by the Project. The Central Jackson County Fire Protection District, operating under chapter 321, is affected by the Project. No ambulance district operating under chapter 190 is affected by the Project.

7. Equalized Assessed Valuation. The most recent equalized assessed valuation of the real property included in the Project is $241,667 (for 2026), however the real property is not currently subject to ad valorem property taxes due to City ownership. The total equalized assessed valuation of the real property and improvements included in the Project after construction is estimated at $4,218,777.

8. **Cost/Benefit Analysis.** Attached hereto as **Exhibit A** is the Cost Benefit Analysis on each affected taxing jurisdiction, which assumes a maximum total period of 20 years of tax abatement. The Cost Benefit Analysis assumes the following abatement schedule:

Real Property (all taxing jurisdictions except Central Jackson County Fire Protection District):

Years 1-15 100% abatement
Years 16-20 75% abatement

Real Property (only Central Jackson County Fire Protection District):

Years 1-20 25% abatement

The 2025 tax levy rates were utilized for all jurisdictions.

9. **Payments in Lieu of Taxes.**

(a) Beginning in the calendar year in which title to the Project is held by the City and continuing through the twentieth (20^{th}) year after the year in which construction of the Project is completed, the Company will make a payment in lieu of tax equal to seventy-five percent (75%) of the taxes that would otherwise be due to the Central Jackson County Fire Protection District.

(b) Beginning in the calendar year in which title to the Project is held by the City and continuing through the fifteenth (15^{th}) year after the year in which construction of the Project is completed, the Company will not make a payment in lieu of tax to each taxing jurisdiction (except for the payment in lieu of taxes provided for in Section 9(a) above).

(c) Beginning in the sixteenth (16^{th}) year after the year in which construction of the Project is completed and continuing through the twentieth (20^{th}) year after the year in which construction of the Project is completed, the Company will make a payment in lieu of tax equal to twenty-five percent (25%) of the taxes that would otherwise be due to each taxing jurisdiction (except for the payment in lieu of taxes provided for in Section 9(a) above).

10. **Sales and Use Tax Exemption on Construction Materials.** Qualified building materials purchased for the construction of the Project are expected to be exempt from sales and use tax pursuant to the provisions of Section 144.062 of the Revised Statutes of Missouri and the underlying Bond documents upon delivery of a project exemption certificate by the City to the Company. For purposes of determining the impact of the sales and use tax exemptions for the qualified building materials on the affected taxing jurisdictions, it is assumed that $8,400,000 in purchases will be subject to the exemption and that the taxes applied will be those of the local taxing jurisdictions. Please note that any variance in these assumptions will alter the fiscal impact of the sales and use tax exemptions on the affected taxing jurisdictions.

Based on the assumptions set forth above, the fiscal impact on the affected taxing jurisdictions of the sales and use tax exemptions for qualified building materials is as follows:

	Tax Rate	Estimated Sales and/or Use Tax Revenues Subject to Exemption
State of Missouri	4.225%	$354,900
City of Blue Springs*		
General revenue	1.000	0
Transportation	0.500	0
Public Safety	0.500	0
Parks	0.500	0
Jackson County		
General revenue	0.500	10,500
Capital Improvement	0.375	7,875
Drug Enforcement	0.250	5,250
Children's Service	0.250	5,250
Central Jackson County Fire	0.500	10,500
Zoological District	0.125	2,625
Total	8.725%	$396,900

* No sales are expected to occur within the City of Blue Springs.

* * *

EXHIBIT A

City of Blue Springs, Missouri
(MajorLux II Project)

COST BENEFIT ANALYSIS
PLAN FOR INDUSTRIAL DEVELOPMENT PROJECT

GILMORE BELL
GILMORE & BELL, P.C.

Table of Contents

Project Assumptions	1
Summary	2
Taxes on Existing Site without Project	3
Projected Taxes on Project without Abatement	4
Projected PILOTS	5
Projected Abatement	6

This information is provided based on the factual information and assumptions provided to Gilmore & Bell, P.C. by a party to or a representative of a party to the proposed transaction. This information is intended to provide factual information only and is provided in conjunction with our legal representation. It is not intended as financial advice or a financial recommendation to any party. Gilmore & Bell, P.C. is not a financial advisor or a "municipal advisor" as defined in the Securities Exchange Act of 1934, as amended.

Project Assumptions

- Initial year taxes assessed 2026
- Appraised value of Existing Site (Developer Owned) $ 755,210
- Biennial growth rate of appraised value of real property 3.0%
- Assessed value as a percentage of appraised value (real) 32.0%
- Assessed value as a percentage of appraised value (residential) 19.00%
- Assessed value of Existing Site (Developer Owned) $ 241,667
- Assessed value of Project $ 3,969,860
- Assessed value of Project subject to Replacement Tax $ 1,141,728
- Terms of abatement:

Real Property		
	Years 1-15	100%
	Years 16-20	75%
Fire District		
	Years 1-20	25%

Summary of Cost Benefit Analysis
(Real Property)

Taxing Jurisdiction	Tax Rate		Taxes on Existing Site without Project	Projected Taxes on Project without Abatement	Projected PILOTS	Projected Abatement
Blue Springs School R-IV	5.1685		$ -	$ 5,099,687	$ 378,975	$ 4,720,712
Board of Disabled Services	0.0728		-	71,831	5,338	66,493
City of Blue Springs	0.5743		-	566,654	42,110	524,544
Fire District - Central Jackson	1.2033		-	1,187,279	891,935	295,344
Jackson County	0.5556		-	548,203	40,739	507,464
Mental Health	0.0969		-	95,610	7,105	88,505
Metro Junior College	0.1767		-	174,347	12,956	161,391
Mid-Continent Library	0.3119		-	307,747	22,870	284,878
State Blind Pension	0.0300		-	29,601	2,200	27,401
Replacement Tax	1.4370	*	-	381,810	26,607	355,202
	9.6270		$ -	$ 8,462,768	$ 1,430,835	$ 7,031,933

*Assumes Replacement Tax will be levied on $1,141,728 of the assessed value of the Project due to the retail component.

Taxes on Existing Site without Project
(Real Property)

Estimated Assessed Value of Existing Site		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Taxing Jurisdiction	Tax Rate per $100	2026	2027	2028	2029	2030	2031	2032	2033	2034
Blue Springs School R-IV	5.1685	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board of Disabled Services	0.0728	-	-	-	-	-	-	-	-	-
City of Blue Springs	0.5743	-	-	-	-	-	-	-	-	-
Fire District - Central Jackson	1.2033	-	-	-	-	-	-	-	-	-
Jackson County	0.5556	-	-	-	-	-	-	-	-	-
Mental Health	0.0969	-	-	-	-	-	-	-	-	-
Metro Junior College	0.1767	-	-	-	-	-	-	-	-	-
Mid-Continent Library	0.3119	-	-	-	-	-	-	-	-	-
State Blind Pension	0.0300	-	-	-	-	-	-	-	-	-
Replacement Tax	1.4370	-	-	-	-	-	-	-	-	-
	9.6270	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Estimated Assessed Value of Existing Site		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Taxing Jurisdiction	Tax Rate per $100	2035	2036	2037	2038	2039	2040	2041	2042	2043
Blue Springs School R-IV	5.1685	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board of Disabled Services	0.0728	-	-	-	-	-	-	-	-	-
City of Blue Springs	0.5743	-	-	-	-	-	-	-	-	-
Fire District - Central Jackson	1.2033	-	-	-	-	-	-	-	-	-
Jackson County	0.5556	-	-	-	-	-	-	-	-	-
Mental Health	0.0969	-	-	-	-	-	-	-	-	-
Metro Junior College	0.1767	-	-	-	-	-	-	-	-	-
Mid-Continent Library	0.3119	-	-	-	-	-	-	-	-	-
State Blind Pension	0.0300	-	-	-	-	-	-	-	-	-
Replacement Tax	1.4370	-	-	-	-	-	-	-	-	-
	9.6270	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Estimated Assessed Value of Existing Site		$ -	$ -	$ -	$ -	
Taxing Jurisdiction	Tax Rate per $100	2044	2045	2046	2047	Total
Blue Springs School R-IV	5.1685	$ -	$ -	$ -	$ -	$ -
Board of Disabled Services	0.0728	-	-	-	-	-
City of Blue Springs	0.5743	-	-	-	-	-
Fire District - Central Jackson	1.2033	-	-	-	-	-
Jackson County	0.5556	-	-	-	-	-
Mental Health	0.0969	-	-	-	-	-
Metro Junior College	0.1767	-	-	-	-	-
Mid-Continent Library	0.3119	-	-	-	-	-
State Blind Pension	0.0300	-	-	-	-	-
Replacement Tax	1.4370	-	-	-	-	-
	9.6270	$ -	$ -	$ -	$ -	$ -

Projected Taxes on Project without Abatement
(Real Property)

Estimated Assessed Value of Project		$ 241,667	$ 248,917	$ 4,218,777	$ 4,345,341	$ 4,345,341	$ 4,475,701	$ 4,475,701	$ 4,609,972	$ 4,609,972
Estimated Assessed Value - Replacement Tax		$ -	$ -	$ 1,141,728	$ 1,175,980	$ 1,175,980	$ 1,211,259	$ 1,211,259	$ 1,247,597	$ 1,247,597
Taxing Jurisdiction	Tax Rate per $100	2026	2027	2028	2029	2030	2031	2032	2033	2034
Blue Springs School R-IV	5.1685	$ 12,491	$ 12,865	$ 218,048	$ 224,589	$ 224,589	$ 231,327	$ 231,327	$ 238,266	$ 238,266
Board of Disabled Services	0.0728	176	181	3,071	3,163	3,163	3,258	3,258	3,356	3,356
City of Blue Springs	0.5743	1,388	1,430	24,228	24,955	24,955	25,704	25,704	26,475	26,475
Fire District - Central Jackson	1.2033	2,908	2,995	50,765	52,287	52,287	53,856	53,856	55,472	55,472
Jackson County	0.5556	1,343	1,383	23,440	24,143	24,143	24,867	24,867	25,613	25,613
Mental Health	0.0969	234	241	4,088	4,211	4,211	4,337	4,337	4,467	4,467
Metro Junior College	0.1767	427	440	7,455	7,678	7,678	7,909	7,909	8,146	8,146
Mid-Continent Library	0.3119	754	776	13,158	13,553	13,553	13,960	13,960	14,379	14,379
State Blind Pension	0.0300	73	75	1,266	1,304	1,304	1,343	1,343	1,383	1,383
Replacement Tax	1.4370	-	-	16,407	16,899	16,899	17,406	17,406	17,928	17,928
	9.6270	$ 19,793	$ 20,386	$ 361,925	$ 372,782	$ 372,782	$ 383,966	$ 383,966	$ 395,485	$ 395,485

Estimated Assessed Value of Project		$ 4,748,271	$ 4,748,271	$ 4,890,719	$ 4,890,719	$ 5,037,441	$ 5,037,441	$ 5,188,564	$ 5,188,564	$ 5,344,221
Estimated Assessed Value - Replacement Tax		$ 1,285,025	$ 1,285,025	$ 1,323,576	$ 1,323,576	$ 1,363,283	$ 1,363,283	$ 1,404,181	$ 1,404,181	$ 1,446,307
Taxing Jurisdiction	Tax Rate per $100	2035	2036	2037	2038	2039	2040	2041	2042	2043
Blue Springs School R-IV	5.1685	$ 245,414	$ 245,414	$ 252,777	$ 252,777	$ 260,360	$ 260,360	$ 268,171	$ 268,171	$ 276,216
Board of Disabled Services	0.0728	3,457	3,457	3,560	3,560	3,667	3,667	3,777	3,777	3,891
City of Blue Springs	0.5743	27,269	27,269	28,087	28,087	28,930	28,930	29,798	29,798	30,692
Fire District - Central Jackson	1.2033	57,136	57,136	58,850	58,850	60,616	60,616	62,434	62,434	64,307
Jackson County	0.5556	26,381	26,381	27,173	27,173	27,988	27,988	28,828	28,828	29,692
Mental Health	0.0969	4,601	4,601	4,739	4,739	4,881	4,881	5,028	5,028	5,179
Metro Junior College	0.1767	8,390	8,390	8,642	8,642	8,901	8,901	9,168	9,168	9,443
Mid-Continent Library	0.3119	14,810	14,810	15,254	15,254	15,712	15,712	16,183	16,183	16,669
State Blind Pension	0.0300	1,424	1,424	1,467	1,467	1,511	1,511	1,557	1,557	1,603
Replacement Tax	1.4370	18,466	18,466	19,020	19,020	19,590	19,590	20,178	20,178	20,783
	9.6270	$ 407,349	$ 407,349	$ 419,570	$ 419,570	$ 432,157	$ 432,157	$ 445,121	$ 445,121	$ 458,475

Estimated Assessed Value of Project		$ 5,344,221	$ 5,504,547	$ 5,504,547	$ 5,669,684	
Estimated Assessed Value - Replacement Tax		$ 1,446,307	$ 1,489,696	$ 1,489,696	$ 1,534,387	
Taxing Jurisdiction	Tax Rate per $100	2044	2045	2046	2047	Total
Blue Springs School R-IV	5.1685	$ 276,216	$ 284,503	$ 284,503	$ 293,038	$ 5,099,687
Board of Disabled Services	0.0728	3,891	4,007	4,007	4,128	71,831
City of Blue Springs	0.5743	30,692	31,613	31,613	32,561	566,654
Fire District - Central Jackson	1.2033	64,307	66,236	66,236	68,223	1,187,279
Jackson County	0.5556	29,692	30,583	30,583	31,501	548,203
Mental Health	0.0969	5,179	5,334	5,334	5,494	95,610
Metro Junior College	0.1767	9,443	9,727	9,727	10,018	174,347
Mid-Continent Library	0.3119	16,669	17,169	17,169	17,684	307,747
State Blind Pension	0.0300	1,603	1,651	1,651	1,701	29,601
Replacement Tax	1.4370	20,783	21,407	21,407	22,049	381,810
	9.6270	$ 458,475	$ 472,229	$ 472,229	$ 486,396	$ 8,462,768

Projected PILOT Amount
(Real Property)

Estimated Assessed Value of Real Property		$ 241,667	$ 248,917	$ 4,218,777	$ 4,345,341	$ 4,345,341	$ 4,475,701	$ 4,475,701	$ 4,609,972	$ 4,609,972
Estimated Assessed Value - Replacement Tax		$ -	$ -	$ 1,141,728	$ 1,175,980	$ 1,175,980	$ 1,211,259	$ 1,211,259	$ 1,247,597	$ 1,247,597
PILOT Payment		100%	100%	0%	0%	0%	0%	0%	0%	0%
PILOT Payment - Fire District		100%	100%	75%	75%	75%	75%	75%	75%	75%
Taxing Jurisdiction	Tax Rate per $100	2026	2027	2028	2029	2030	2031	2032	2033	2034
Blue Springs School R-IV	5.1685	$ 12,491	$ 12,865	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board of Disabled Services	0.0728	176	181	-	-	-	-	-	-	-
City of Blue Springs	0.5743	1,388	1,430	-	-	-	-	-	-	-
Fire District - Central Jackson	1.2033	2,908	2,995	38,073	39,216	39,216	40,392	40,392	41,604	41,604
Jackson County	0.5556	1,343	1,383	-	-	-	-	-	-	-
Mental Health	0.0969	234	241	-	-	-	-	-	-	-
Metro Junior College	0.1767	427	440	-	-	-	-	-	-	-
Mid-Continent Library	0.3119	754	776	-	-	-	-	-	-	-
State Blind Pension	0.0300	73	75	-	-	-	-	-	-	-
Replacement Tax	1.4370	-	-	-	-	-	-	-	-	-
	9.6270	$ 19,793	$ 20,386	$ 38,073	$ 39,216	$ 39,216	$ 40,392	$ 40,392	$ 41,604	$ 41,604

Estimated Assessed Value of Real Property		$ 4,748,271	$ 4,748,271	$ 4,890,719	$ 4,890,719	$ 5,037,441	$ 5,037,441	$ 5,188,564	$ 5,188,564	$ 5,344,221
Estimated Assessed Value - Replacement Tax		$ 1,285,025	$ 1,285,025	$ 1,323,576	$ 1,323,576	$ 1,363,283	$ 1,363,283	$ 1,404,181	$ 1,404,181	$ 1,446,307
PILOT Payment		0%	0%	0%	0%	0%	0%	0%	0%	25%
PILOT Payment - Fire District		75%	75%	75%	75%	75%	75%	75%	75%	75%
Taxing Jurisdiction	Tax Rate per $100	2035	2036	2037	2038	2039	2040	2041	2042	2043
Blue Springs School R-IV	5.1685	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 69,054
Board of Disabled Services	0.0728	-	-	-	-	-	-	-	-	973
City of Blue Springs	0.5743	-	-	-	-	-	-	-	-	7,673
Fire District - Central Jackson	1.2033	42,852	42,852	44,138	44,138	45,462	45,462	46,825	46,825	48,230
Jackson County	0.5556	-	-	-	-	-	-	-	-	7,423
Mental Health	0.0969	-	-	-	-	-	-	-	-	1,295
Metro Junior College	0.1767	-	-	-	-	-	-	-	-	2,361
Mid-Continent Library	0.3119	-	-	-	-	-	-	-	-	4,167
State Blind Pension	0.0300	-	-	-	-	-	-	-	-	401
Replacement Tax	1.4370	-	-	-	-	-	-	-	-	5,196
	9.6270	$ 42,852	$ 42,852	$ 44,138	$ 44,138	$ 45,462	$ 45,462	$ 46,825	$ 46,825	$ 146,772

Estimated Assessed Value of Real Property		$ 5,344,221	$ 5,504,547	$ 5,504,547	$ 5,669,684	
Estimated Assessed Value - Replacement Tax		$ 1,446,307	$ 1,489,696	$ 1,489,696	$ 1,534,387	
PILOT Payment		25%	25%	25%	25%	
PILOT Payment - Fire District		75%	75%	75%	75%	
Taxing Jurisdiction	Tax Rate per $100	2044	2045	2046	2047	Total
Blue Springs School R-IV	5.1685	$ 69,054	$ 71,126	$ 71,126	$ 73,259	$ 378,975
Board of Disabled Services	0.0728	973	1,002	1,002	1,032	5,338
City of Blue Springs	0.5743	7,673	7,903	7,903	8,140	42,110
Fire District - Central Jackson	1.2033	48,230	49,677	49,677	51,167	891,935
Jackson County	0.5556	7,423	7,646	7,646	7,875	40,739
Mental Health	0.0969	1,295	1,333	1,333	1,373	7,105
Metro Junior College	0.1767	2,361	2,432	2,432	2,505	12,956
Mid-Continent Library	0.3119	4,167	4,292	4,292	4,421	22,870
State Blind Pension	0.0300	401	413	413	425	2,200
Replacement Tax	1.4370	5,196	5,352	5,352	5,512	26,607
	9.6270	$ 146,772	$ 151,175	$ 151,175	$ 155,711	$ 1,430,835

Projected Abatement
(Real Property)

Estimated Assessed Value of Real Property		$ 241,667	$ 248,917	$ 4,218,777	$ 4,345,341	$ 4,345,341	$ 4,475,701	$ 4,475,701	$ 4,609,972	$ 4,609,972
Estimated Assessed Value - Replacement Tax		$ -	$ -	$ 1,141,728	$ 1,175,980	$ 1,175,980	$ 1,211,259	$ 1,211,259	$ 1,247,597	$ 1,247,597
Abatement Percentage		0%	0%	100%	100%	100%	100%	100%	100%	100%
Abatement Percentage - Fire District		0%	0%	25%	25%	25%	25%	25%	25%	25%
Taxing Jurisdiction	Tax Rate per $100	2026	2027	2028	2029	2030	2031	2032	2033	2034
Blue Springs School R-IV	5.1685	$ -	$ -	$ 218,048	$ 224,589	$ 224,589	$ 231,327	$ 231,327	$ 238,266	$ 238,266
Board of Disabled Services	0.0728	-	-	3,071	3,163	3,163	3,258	3,258	3,356	3,356
City of Blue Springs	0.5743	-	-	24,228	24,955	24,955	25,704	25,704	26,475	26,475
Fire District - Central Jackson	1.2033	-	-	12,691	13,072	13,072	13,464	13,464	13,868	13,868
Jackson County	0.5556	-	-	23,440	24,143	24,143	24,867	24,867	25,613	25,613
Mental Health	0.0969	-	-	4,088	4,211	4,211	4,337	4,337	4,467	4,467
Metro Junior College	0.1767	-	-	7,455	7,678	7,678	7,909	7,909	8,146	8,146
Mid-Continent Library	0.3119	-	-	13,158	13,553	13,553	13,960	13,960	14,379	14,379
State Blind Pension	0.0300	-	-	1,266	1,304	1,304	1,343	1,343	1,383	1,383
Replacement Tax	1.4370	-	-	16,407	16,899	16,899	17,406	17,406	17,928	17,928
	9.6270	$ -	$ -	$ 323,851	$ 333,567	$ 333,567	$ 343,574	$ 343,574	$ 353,881	$ 353,881

Estimated Assessed Value of Real Property		$ 4,748,271	$ 4,748,271	$ 4,890,719	$ 4,890,719	$ 5,037,441	$ 5,037,441	$ 5,188,564	$ 5,188,564	$ 5,344,221
Estimated Assessed Value - Replacement Tax		$ 1,285,025	$ 1,285,025	$ 1,323,576	$ 1,323,576	$ 1,363,283	$ 1,363,283	$ 1,404,181	$ 1,404,181	$ 1,446,307
Abatement Percentage		100%	100%	100%	100%	100%	100%	100%	100%	75%
Abatement Percentage - Fire District		25%	25%	25%	25%	25%	25%	25%	25%	25%
Taxing Jurisdiction	Tax Rate per $100	2035	2036	2037	2038	2039	2040	2041	2042	2043
Blue Springs School R-IV	5.1685	$ 245,414	$ 245,414	$ 252,777	$ 252,777	$ 260,360	$ 260,360	$ 268,171	$ 268,171	$ 207,162
Board of Disabled Services	0.0728	3,457	3,457	3,560	3,560	3,667	3,667	3,777	3,777	2,918
City of Blue Springs	0.5743	27,269	27,269	28,087	28,087	28,930	28,930	29,798	29,798	23,019
Fire District - Central Jackson	1.2033	14,284	14,284	14,713	14,713	15,154	15,154	15,608	15,608	16,077
Jackson County	0.5556	26,381	26,381	27,173	27,173	27,988	27,988	28,828	28,828	22,269
Mental Health	0.0969	4,601	4,601	4,739	4,739	4,881	4,881	5,028	5,028	3,884
Metro Junior College	0.1767	8,390	8,390	8,642	8,642	8,901	8,901	9,168	9,168	7,082
Mid-Continent Library	0.3119	14,810	14,810	15,254	15,254	15,712	15,712	16,183	16,183	12,501
State Blind Pension	0.0300	1,424	1,424	1,467	1,467	1,511	1,511	1,557	1,557	1,202
Replacement Tax	1.4370	18,466	18,466	19,020	19,020	19,590	19,590	20,178	20,178	15,588
	9.6270	$ 364,497	$ 364,497	$ 375,432	$ 375,432	$ 386,695	$ 386,695	$ 398,296	$ 398,296	$ 311,703

Estimated Assessed Value of Real Property		$ 5,344,221	$ 5,504,547	$ 5,504,547	$ 5,669,684	
Estimated Assessed Value - Replacement Tax		$ 1,446,307	$ 1,489,696	$ 1,489,696	$ 1,534,387	
PILOT Payment		75%	75%	75%	75%	
PILOT Payment - Fire District		25%	25%	25%	25%	
Taxing Jurisdiction	Tax Rate per $100	2044	2045	2046	2047	Total
Blue Springs School R-IV	5.1685	$ 207,162	$ 213,377	$ 213,377	$ 219,778	$ 4,720,712
Board of Disabled Services	0.0728	2,918	3,005	3,005	3,096	66,493
City of Blue Springs	0.5743	23,019	23,709	23,709	24,421	524,544
Fire District - Central Jackson	1.2033	16,077	16,559	16,559	17,056	295,344
Jackson County	0.5556	22,269	22,937	22,937	23,626	507,464
Mental Health	0.0969	3,884	4,000	4,000	4,120	88,505
Metro Junior College	0.1767	7,082	7,295	7,295	7,514	161,391
Mid-Continent Library	0.3119	12,501	12,877	12,877	13,263	284,878
State Blind Pension	0.0300	1,202	1,239	1,239	1,276	27,401
Replacement Tax	1.4370	15,588	16,055	16,055	16,537	355,202
	9.6270	$ 311,703	$ 321,054	$ 321,054	$ 330,686	$ 7,031,933

TRANSCRIPT OF PROCEEDINGS

AUTHORIZING THE ISSUANCE

OF NOT TO EXCEED

$23,000,000

(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)

CITY OF BLUE SPRINGS, MISSOURI

TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS

(MAJORLUX 2 PROJECT)

SERIES 2026

Legal Opinion

Gilmore & Bell, P.C.

Kansas City, Missouri

CLOSING MEMORANDUM

$23,000,000

(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)

CITY OF BLUE SPRINGS, MISSOURI

TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS

(MAJORLUX 2 PROJECT)

SERIES 2026

Closing: [CLOSING DATE], 2026

This Memorandum sets forth the actions to be taken in connection with the issuance, sale and delivery by the City of Blue Springs, Missouri, of its Taxable Industrial Development Revenue Bonds (MajorLux 2 Project), Series 2026, in the maximum principal amount of $23,000,000 (the "Bonds"). The documents and actions described herein and in the Closing List attached hereto are to be delivered and taken as a condition precedent to the issuance of the Bonds. Such delivery of documents and actions shall be deemed to have taken place simultaneously at the closing, and no delivery of documents, payments of moneys or other actions with respect to the foregoing transaction will be considered to have been completed until all such deliveries, payments or other actions have been made or taken.

The closing is scheduled for 10:00 a.m., Central time, on [CLOSING DATE], 2026, at the offices of Gilmore & Bell, P.C., Kansas City, Missouri. The items set forth on the Closing List will be examined, assembled and incorporated in the transcripts evidencing

the authorization and issuance of the Bonds. Copies of the transcript will be prepared and distributed to the following:

1. City of Blue Springs, Missouri ("City").

2. UMB Bank, N.A. ("Trustee").

3. Luxe One, LLC ("Company" and "Purchaser").

4. Polsinelli, P.C. ("Company's Counsel").

5. Gilmore & Bell, P.C. ("Bond Counsel").

$23,000,000

(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)

CITY OF BLUE SPRINGS, MISSOURI

TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS

(MAJORLUX 2 PROJECT)

SERIES 2026

Closing Date: [CLOSING DATE], 2026

CLOSING LIST

Document No.

BASIC DOCUMENTS

1. Trust Indenture.
2. Lease Agreement; Memorandum of Lease Agreement.
3. Bond Purchase Agreement.

CITY'S PROCEEDINGS AND DOCUMENTS

4. City's Closing Certificate.
5. Notice to taxing jurisdictions of the Plan for an Industrial Development Project.
6. Ordinance No. ____ authorizing the Plan and the Bonds.
7. Minutes of Meeting of the City Council showing first reading of the Ordinance on May 4, 2026; Minutes of Meeting of the City Council showing second reading and adoption of the Ordinance on May __, 2026.
8. Municipality Annual Activity Report pursuant to Section 100.105, RSMo.

COMPANY'S PROCEEDINGS AND DOCUMENTS

9. Company's Closing Certificate.
10. Company's resolution authorizing execution of financing documents.
11. Articles of Organization.
12. Operating Agreement.
13. Certificate of Corporate Good Standing of Company in Missouri.
14. Section 285 Affidavit; E-Verify MOU.
15. Insurance Certificates.

CLOSING DOCUMENTS

16. Special Warranty Deed.
17. Phase I Environmental Report; Reliance Letter.
18. Title Report.
19. Purchaser's Representation Letter.
20. Trustee's Closing Certificate.
21. Specimen Bond.
22. UCC Financing Statements.
23. Requisition Certificate No. 1.

LEGAL OPINIONS

24. Approving Legal Opinion of Bond Counsel.
25. Opinion of Company's Counsel.

* * * * * *

CITY'S CLOSING CERTIFICATE

We, the undersigned, hereby certify that we are the duly appointed, qualified and acting Mayor and City Clerk, respectively, of the City of Blue Springs, Missouri (the "City"), and as such officers we are familiar with the official books and records of the City. In connection with the issuance by the City of $23,000,000 maximum principal amount of Taxable Industrial Development Revenue Bonds (MajorLux 2 Project), Series 2026 (the "Bonds"), we hereby further certify as follows as of [CLOSING DATE], 2026:

MATTERS CONCERNING AUTHORIZATION

1. Due Organization. The City is a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri.

2. Transcript of Proceedings. The transcript of proceedings (the "Transcript") relating to the authorization and issuance of the Bonds furnished to the Purchaser of the Bonds includes a true and correct copy of the proceedings had by the City Council and other records, proceedings and documents relating to the issuance of the Bonds; said Transcript is to the best of our knowledge, information and belief full and complete; such proceedings of the City shown in said Transcript have not been modified, amended or repealed and are in full force and effect as of the date hereof; said Transcript has been duly filed in the official records of the City.

3. Meetings. All meetings of the City Council as shown in the Transcript were regular meetings, or were held pursuant to regular adjournment at the next preceding meeting, or were special meetings duly called as shown in the Transcript, and each such meeting was duly held, was open to the public at all times and a quorum was present throughout. At all such meetings where required, proper notice of the time,

place and purposes of each such meeting was given to the City Council or was waived and proper notice was given to the public as required by law.

4. Incumbency of Officers. The following named persons were and are the duly elected or appointed, qualified and acting officers and Mayor of the City at all times except as otherwise indicated during the proceedings relating to the authorization and issuance of the Bonds, as follows:

Name	**Title**
Chris Lievsay	Mayor
Erin Ford	City Clerk

The duly elected, qualified and acting Councilmembers of the City during the proceedings relating to the authorization and issuance of the Bonds were as shown in the minutes of meetings contained in the Transcript.

5. Approval of Plan for the Project. Pursuant to Ordinance No. ____ (the "Ordinance"), the City approved a Plan for an Industrial Development Project for the MajorLux II Project (the "Plan") pursuant to Chapter 100 of the Revised Statutes of Missouri, as amended (the "Act"). The Plan meets the requirements of Section 100.050 of the Act, and all of the affected taxing jurisdictions were provided notice of the proposed Project in accordance with the Act.

6. Location of Project. The Project will be located entirely within the corporate limits of the City.

7. Bonds Issued for the Project. The City has not authorized or issued any obligations of any kind or character whatsoever payable out of the revenues, or the pledge thereof, under the hereafter referred to Lease.

8. Non-Litigation. There is no controversy, suit or other proceeding of any kind pending or threatened wherein or whereby any question is raised, or may be raised, questioning, disputing or affecting in any way the legal organization of the City, or the right or title of any of its officers or Councilmembers to their respective offices, or the legality of any official act shown to have been done in the Transcript evidencing the authorization and issuance of the Bonds, or the constitutionality or validity of the obligations represented by the Bonds, or the validity of the Bonds or any of the proceedings had in relation to the authorization, issuance or sale thereof.

MATTERS CONCERNING ISSUANCE, SALE AND DELIVERY

1. Execution of Documents. The following documents (the "City Documents") have been duly authorized, executed and delivered in the name and on behalf of the City by its duly authorized officers, pursuant to and in full compliance with the Ordinance:

(a) Trust Indenture dated as of _____, 2026 (the "Indenture"), between the City and UMB Bank, N.A., as trustee (the "Trustee");

(b) Lease Agreement dated as of _____, 2026 (the "Lease"), between the City and Luxe One, LLC (the "Company"); and

(c) Bond Purchase Agreement dated as of _____, 2026 (the "Bond Purchase Agreement"), among the City, the Company and Luxe One, LLC, as the purchaser of the Bonds.

The copies of the City Documents contained in the Transcript are true, complete and correct copies or counterparts of the City Documents as executed and delivered by the City, and are in substantially the same form and text as the copies of the City Documents which were before the City Council and approved by the Ordinance. The City Documents have not been amended, modified or rescinded and remain in full force and effect as of the date hereof.

2. Execution of Bonds. We have duly signed and executed, manually or by facsimile, the Bonds in the form of one fully registered Bond in the maximum principal amount of $23,000,000 and on the date of the Bonds, and on the date when said Bonds were executed by us, we were and at the date hereof we are the officials indicated by our signatures on said Bonds, and by our signatures on this Certificate, respectively. The signatures of us and each of us, as such officials, respectively, on said Bonds and on this Certificate, are our true and genuine signatures, and the seal affixed or imprinted on said Bonds at the time of its execution was and is the duly authorized official City seal and was thereto affixed by the authority and direction of the governing body of the City, and is the seal affixed to this Certificate.

3. Representations in City Documents. Each of the representations of the City made in the City Documents are true and complete in all material respects as of the date hereof as if made on and as of the date hereof, and all agreements to be complied with and obligations to be performed by the City under the City Documents on or prior to the closing date of the Bonds have been complied with and performed.

4. No Legal Violation. The execution and delivery of the City Documents, the performance of the terms thereof by the City and the issuance, sale and delivery of the Bonds will not violate any provision of Missouri law, or any resolution or ordinance of the City, or any applicable judgment, order, rule or regulation of any court or of any

public or governmental agency or authority, and will not conflict with, violate or result in the breach of any of the provisions of, or constitute a default under, any indenture, mortgage, deed of trust or other agreement or instrument to which the City is a party, or by which it or its properties are bound.

5. Approvals. All approvals, consents, authorizations and orders required to be obtained by the City in connection with the issuance, sale and delivery of the Bonds and the execution and delivery of the City Documents and the performance of the terms thereof by the City have been duly obtained.

6. No Offers by City. Neither the City, nor any authorized representative of the City is engaged in any transaction involving the offering or sale of the Bonds.

7. Information. The purchasers of the Bonds have had ample opportunity to ask questions of, and to receive answers from, officers or other representatives of the City concerning the offer for sale and purchase of the Bonds.

8. Request to Authenticate and Deliver the Bonds. Pursuant to **Section 208** of the Indenture, the Trustee is hereby requested and authorized by the City to authenticate the Bonds and to deliver such Bond to the purchaser thereof upon payment to the Trustee for the account of the City of the Closing Price for the Bonds as specified in the Bond Purchase Agreement.

9. Designation of Authorized City Representatives. The City hereby designates the Mayor, the City Administrator, the Director of Finance and the City Clerk as Authorized City Representatives. The City may designate another person to act on behalf of the City as evidenced by written certificate furnished to the Company and the Trustee containing the specimen signature of such person and signed on behalf of the City by the Mayor.

10. M.A.P. Filing Authorization. The City hereby authorizes Gilmore & Bell, P.C. to file the information required by Section 37.850 of the Revised Statutes of Missouri on the Missouri Accountability Portal website maintained by the State of Missouri Office of Administration.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the City has caused this certificate to be executed on its behalf by its duly authorized officers and its seal to be affixed hereto, all as of the date set forth above.

Signature	**Official Title**
_____	Mayor
_____	City Clerk

(Seal)

EXCERPT OF MINUTES OF

MEETING OF THE CITY COUNCIL

OF THE CITY OF BLUE SPRINGS, MISSOURI

_____

The City Council of the City of Blue Springs, Missouri, met in regular session on **May 4, 2026**, at 6:00 p.m., in the Council Chambers at 1100 SW Smith Street, in Blue Springs, Missouri and the following officials were present or absent as indicated:

Chris Lievsay, Mayor	_____
Jerry Kaylor, Councilmember	_____
Galen Ericson, Councilmember	_____
Katie Tholen, Councilmember	_____
Bryan Markworth, Councilmember	_____
Jeremy Rowan, Councilmember	_____
Nick Brummel, Councilmember	_____
Erin Ford, City Clerk	_____

The Mayor declared that a quorum was present and called the meeting to order.

* * * * * *

(Other Proceedings)

* * * * * *

The matter of approving a plan for industrial development and the issuance and delivery of $23,000,000 maximum principal amount of Taxable Industrial Development Revenue Bonds (MajorLux 2 Project), Series 2026 of the City came on for consideration pursuant to an ordinance entitled as follows:

AN ORDINANCE APPROVING A PLAN FOR INDUSTRIAL DEVELOPMENT AND AUTHORIZING THE CITY OF BLUE SPRINGS, MISSOURI TO ISSUE TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS IN A PRINCIPAL AMOUNT NOT TO EXCEED $23,000,000 IN CONNECTION WITH THE MAJORLUX 2 PROJECT; AND AUTHORIZING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

On motion duly made and seconded, the Bill was placed upon its second reading and final passage and was read by title, considered and discussed. Thereupon, the question was put to a roll call vote, and the vote thereon was as follows:

Aye: _____

Nay: _____

Absent: _____

The Mayor declared said Bill duly passed and the Bill was then duly numbered Ordinance No. _____, and was signed and approved by the Mayor and attested by the City Clerk.

* * * * * *

(Other Proceedings)

* * * * * *

There being no further business to come before the meeting of the City Council, on motion duly made, seconded and carried, the meeting was adjourned.

[SEAL]

_____

City Clerk

TRUSTEE'S CLOSING CERTIFICATE

The undersigned, a duly authorized officer of UMB Bank, N.A., a national banking association with an office in Kansas City, Missouri (the "Trustee"), as Trustee under the Trust Indenture dated as of _____, 2026 (the "Indenture"), between the Trustee and the City of Blue Springs, Missouri (the "City"), authorizing the issuance of Taxable Industrial Development Revenue Bonds (MajorLux 2 Project), Series 2026, in the maximum principal amount of $23,000,000 (the "Bonds"), of the City, does hereby certify as follows as of [CLOSING DATE], 2026:

1. Power and Authority of Trustee. The Trustee is a national banking association duly organized and existing under the laws of the United States of America with an office located in Kansas City, Missouri, and is authorized and empowered to execute and deliver the Indenture and has full power and authority to act as Trustee as provided in the Indenture.

2. Execution of Indenture. The Indenture has been duly executed on behalf of the Trustee by a duly authorized officer of the Trustee, and said person was at the time of the execution of the Indenture and now is the duly elected or appointed, qualified and acting incumbent of such office.

3. Receipt of Documents. The Trustee hereby acknowledges receipt of the documents referred to in **Section 208(c)** of the Indenture which are required to be filed with the Trustee prior to or simultaneously with the delivery of the Bonds.

4. Authentication of Bonds. Pursuant to and in accordance with the provisions of **Section 205** of the Indenture and the written request and authorization of the City, prior to the delivery of the Bonds, the Certificates of Authentication on the Bonds so delivered were signed on behalf of the Trustee by a person, who was at the

time of the authentication of the Bonds and still is at the date hereof, a qualified and acting signatory of the Trustee.

5. Delivery of Bonds. The Trustee acknowledges that pursuant to **Section 208(d)** of the Indenture, the Bonds acquired by Luxe One, LLC (the "Purchaser") and the original **Schedule I** thereto will be held by the Trustee in trust until directed in writing to deliver the Bonds to or upon the order of the registered owner of the Bonds.

6. Receipt of Closing Price of the Bonds. The Trustee on this date received on behalf of the City from the Purchaser, the closing price of the Bonds pursuant to the Bond Purchase Agreement.

7. Deposit of Bond Proceeds. The Trustee on this date, in accordance with the requirements of the Indenture, deposited the required amount of proceeds of the Bonds into the Project Fund established under the Indenture.

8. Authorization of Officers. The officers of the Trustee referred to in paragraphs (2) and (4) hereof were at the time of the acts above-mentioned, and are at the date hereof, duly elected or appointed, qualified and acting signatories of the Trustee and duly authorized to perform the acts referred to in such paragraphs.

9. Anti-Discrimination. The undersigned hereby certifies and agrees that, to the extent that the "Anti -discrimination Against Israel Act," Section 34.600, Revised Statutes of Missouri (the "Israel Act"), is applicable to any contract entered into with the City in connection with the Bonds, the Trustee is not currently engaged in and shall not, for the duration of such contract, engage in a boycott of goods or services from the State of Israel ("Israel"), companies doing business in or with Israel or authorized by, licensed by or organized under the laws of Israel or persons or entities doing business with Israel, in all respects within the meaning of the Israel Act. Failure to comply with

the foregoing certification shall be enforceable in accordance with the terms of such contract. The foregoing certification shall not be deemed an admission or agreement that the Israel Act is applicable to the aforesaid contracts but the foregoing certification is enforceable if the Israel Act is applicable. If the Israel Act is determined not to apply to the applicable contract for any reason including the repeal or amendment of the Israel Act or any ruling of a court of competent jurisdiction as to the unenforceability or invalidity of the Israel Act, then the certification shall be of no effect.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, UMB Bank, N.A., as Trustee, has caused this certificate to be executed and attested by its duly authorized officers as of the date set forth above

UMB BANK, N.A.,

as Trustee

[SEAL]

By _____

Name:

Title:

ATTEST:

By _____

Name:

Title:

COMPANY'S CLOSING CERTIFICATE

I, the undersigned, hereby certify that I am a duly authorized representative of Luxe One, LLC, a Missouri limited liability company (the "Company"), and as such I am familiar with the books and records of the Company. In connection with the issuance of Taxable Industrial Development Revenue Bonds (MajorLux 2 Project), Series 2026 in the maximum principal amount of $23,000,000 (the "Bonds"), by the City of Blue Springs, Missouri (the "City"), I hereby further certify as follows as of [CLOSING DATE], 2026:

1. ORGANIZATION AND AUTHORITY

1.1. Due Organization. The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri and is authorized to conduct business in the State of Missouri.

1.2. Articles of Organization and Operating Agreement. The copy of the Articles of Organization of the Company contained in the Transcript relating to the authorization of the issuance of the Bonds (the "Transcript") is a true, complete and correct copy of said Articles of Organization, as certified by the Secretary of State of the state of organization, and said Articles of Organization have not been amended and are in full force and effect as of the date hereof. The copy of the Operating Agreement of the Company contained in the Transcript is a true, complete and correct copy of said Operating Agreement and said Operating Agreement has not been further amended and is in full force and effect as of the date hereof.

1.3. Incumbency of Officers. The individuals named below were on the date or dates of the execution of the documents listed in **Section 2.2** below, and are on this date, the duly appointed officers holding the offices shown below:

Name **Title**

_____ Authorized Signatory

2. BOND TRANSCRIPTS AND LEGAL DOCUMENTS

2.1. Transcript of Proceedings. A true and correct copy of the proceedings had by the Company and other Company records, proceedings and documents relating to the issuance of the Bonds will be provided for inclusion in the Transcript. Such records, proceedings and documents of the Company are, to the best of our knowledge, information and belief, full and complete, and such records, proceedings and documents of the Company have not been modified, amended or repealed and are in full force and effect as of the date hereof.

2.2. Execution of Documents. The following documents (the "Company Documents") have been executed and delivered in the name and on behalf of the Company by the undersigned, pursuant to and in full compliance with a Resolution adopted by the Members of the Company by written action as shown in the Transcript:

(a) Lease Agreement dated as of _____, 2026 (the "Lease"), between the City and the Company;

(b) Bond Purchase Agreement dated as of _____, 2026 (the "Bond Purchase Agreement"), among the Company, the City and Luxe One, LLC, as purchaser of the Bonds (the "Purchaser"); and

(c) Special Warranty Deed dated [CLOSING DATE], 2026, from the Company in favor of the City.

The copies of the Company Documents contained in the Transcript are true, complete and correct copies or counterparts of the Company Documents as executed and delivered by the Company. The Company Documents have not been amended, modified or rescinded by the Company and are in full force and effect as of the date hereof.

2.3. Representations in Company Documents. Each of the representations of the Company set forth in the Company Documents are true and correct in all material respects as of the date hereof, as if made on the date hereof, and all covenants and conditions to be complied with and obligations to be performed by the Company under the Company Documents have been complied with and performed.

2.4. Representations Required by the Bond Purchase Agreement. The Company makes the following representations required by Section 3(c) of the Bond Purchase Agreement: (i) no litigation, proceeding or investigation is pending against the Company or its affiliates or, to the knowledge of the Company, threatened which would (A) contest, affect, restrain or enjoin the issuance, validity, execution, delivery or performance of the Bonds, or (B) in any way contest the existence or powers of the Company, (ii) no litigation, proceeding or investigation is pending or, to the knowledge of the Company, threatened against the Company that could reasonably be expected to adversely affect its ability to perform its obligations under the Company Documents, and (iii) the representations and warranties of the Company in the Company Documents were and are true and correct in all material respects and not misleading as of the date made and as of the date hereof. All agreements to be complied with and obligations to

be performed by the City under the Company Documents on or prior to the date hereof have been complied with and performed.

2.5. Authorized Representative. The Company appoints as the "Authorized Company Representative" (as such term is defined in the Trust Indenture dated as of _____, 2026 relating to the Bonds) for purposes of the Lease, the persons so designated and whose signatures appear for such purpose on the signature page of this Certificate.

3. THE PROJECT

3.1. Description and Location of Project. The proceeds of the Bond are to be used by the City for the purpose of paying costs of acquiring and improving the Project Site, consisting of approximately 2.89 acres at 1500 NW North Ridge Drive in Blue Springs, Missouri, including the construction and improvement of a commercial facility thereon.

3.2. Insurance for the Project. The Company hereby represents and warrants that it has satisfied the insurance requirements set forth in **Article VII** of the Lease.

4. USE OF BOND PROCEEDS

4.1. Use of Bond Proceeds. The Bonds are being issued to provide funds to permit the Company to pay the costs of financing the Project.

5. LEGAL COUNSEL

5.1. Legal Counsel. I, the undersigned, have been counseled by the Company's legal counsel as to the purpose of the foregoing certifications and the meanings of the matters set forth in the foregoing certifications. I understand that such certifications will be relied upon by the City in the issuance of the Bonds and by the law firm of Gilmore & Bell, P.C. in rendering its opinion as to validity of the issuance of the

Bonds. I understand that Gilmore & Bell, P.C. has represented the City, and only the City, in connection with the issuance of the Bonds and the transactions described in the Transcript and has made no representation to the Company as to the effect of any incentive related to such transactions.

6. ANTI -DISCRIMINATION AGAINST ISRAEL ACT

6.1. Anti-Discrimination. The undersigned hereby certifies and agrees that, to the extent that the "Anti -discrimination Against Israel Act," Section 34.600, Revised Statutes of Missouri (the "Israel Act"), is applicable to any contract entered into with the City in connection with the Bonds, the Company is not currently engaged in and shall not, for the duration of such contract, engage in a boycott of goods or services from the State of Israel ("Israel"), companies doing business in or with Israel or authorized by, licensed by or organized under the laws of Israel or persons or entities doing business with Israel, in all respects within the meaning of the Israel Act. The foregoing certification shall not be deemed an admission or agreement that the Israel Act is applicable to the aforesaid contracts but the foregoing certification is enforceable if the Israel Act is applicable. If the Israel Act is determined not to apply to the applicable contract for any reason including the repeal or amendment of the Israel Act or any ruling of a court of competent jurisdiction as to the unenforceability or invalidity of the Israel Act, then the certification shall be of no effect.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have executed this Certificate on behalf of the Company as of the date set forth above.

LUXE ONE, L.L.C.,

a Missouri limited liability company

By:_____

Name:

Title: Authorized Signatory

Authorized Company Representative:

[signature above]

Name:

Title: Authorized Signatory

[Optional Additional Appointee]

Authorized Company Representative:

_____

Name:

Title:

COMPANY'S AFFIDAVIT

STATE OF _____)
) SS
COUNTY OF _____)

AFFIDAVIT

I, the undersigned, am over the age of 18 years and have personal knowledge of the matters stated herein.

I am a duly authorized representative of Luxe One, L.L.C., a Missouri limited liability company (the *"Company"*), and am authorized by the Company to attest to the matters set forth herein.

I do hereby affirm the enrollment and participation by _____ in a "federal work authorization program" as defined in Section 285.525 of the Revised Statutes of Missouri, as amended, with respect to the employees working in connection with the construction and improvement of a commercial project located on approximately 2.89 acres bounded generally by _____ in Blue Springs, Missouri (the "Project").

The Company does not knowingly employ any person who is an "unauthorized alien" as defined in Section 285.525 of the Revised Statutes of Missouri, as amended, in connection with the Project.

Further Affiant Sayeth Not.

LUXE ONE, L.L.C.,
a Missouri limited liability company

By: _____
Name:
Title: Authorized Signatory

Subscribed and sworn to before me this _____ day of _____, 2026.

_____
Notary Public

My commission expires on:_____

[FORM OF OPINION OF BOND COUNSEL**]**

[CLOSING DATE], 2026

City of Blue Springs, Missouri
Blue Springs, Missouri

UMB Bank, N.A., as Trustee
Kansas City, Missouri

Luxe One, L.L.C.
Blue Springs, Missouri

Re: $23,000,000 Aggregate Maximum Principal Amount of City of Blue Springs, Missouri, Taxable Industrial Development Revenue Bonds (MajorLux 2 Project), Series 2026

Ladies and Gentlemen:

We have acted as Bond Counsel to the City of Blue Springs, Missouri (the "City") in connection with the issuance of its Taxable Industrial Development Revenue Bonds (MajorLux 2 Project), Series 2026, in the maximum principal amount of $23,000,000 (the "Bonds"). The Bonds will bear interest, will mature and will be subject to redemption and payment prior to maturity as set forth in the hereinafter referred to Indenture. The principal of and interest on the Bonds are payable at the payment office of UMB Bank, N.A., as trustee (the "Trustee"), or as otherwise provided for in a Trust Indenture dated as of _____, 2026 (the "Indenture"), between the City and the Trustee. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Indenture.

The Bonds have been authorized and issued under and pursuant to the Act and the Indenture for the purpose of providing funds to pay costs of the Project as described in the Indenture.

We have examined a certified transcript of proceedings relating to the authorization and issuance of the Bonds, which transcript includes, among other documents and proceedings, the following:

(i) Ordinance No. ____ passed by the City Council of the City;

(ii) Trust Indenture dated as of _____, 2026, between the City and UMB Bank, N.A.;

(iii) Lease Agreement dated as of ____, 2026, between the City and Luxe One, LLC, a Missouri limited liability company (the "Company"); and

(iv) Bond Purchase Agreement dated as of _____, 2026, among the City, the Company, and Luxe One, LLC, as purchaser of the Bonds.

We have also examined the Constitution and statutes of the State of Missouri, insofar as the same relate to the authorization and issuance of the Bonds and the authorization, execution and delivery of the documents referred to in paragraphs (ii) through (iv) above (collectively, the "Bond Documents").

Reference is made to the opinion of counsel to the Company, of even date herewith with respect to, among other matters, (a) the due organization of the Company, (b) the good standing and qualification to do business of the Company, (c) the power of the Company to enter into and perform its obligations under the Bond Documents to which it is a party, and (d) the due authorization, execution and delivery of the Bond Documents by the Company and the binding effect and enforceability thereof against the Company.

Based upon such examination, we are of the opinion, as of the date hereof, as follows:

1. The City is a constitutional charter city and municipal corporation of the State of Missouri and has lawful power and authority to issue the Bonds and to enter into the Bond Documents and to perform its obligations thereunder.

2. The Bonds are in proper form and have been duly authorized in accordance with the Constitution and statutes of the State of Missouri, including the Act, and constitute valid and legally binding special obligations of the City.

3. The Bond Documents have been duly authorized, executed and delivered by the City and constitute valid and legally binding agreements of the City enforceable against the City in accordance with the respective provisions thereof.

We have not undertaken nor have we been engaged to review the accuracy, completeness or sufficiency of any offering material relating to the Bonds and we express no opinion relating thereto.

The rights of the owners of the Bonds and the enforceability of the Bonds and the Bond Documents may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and their enforcement may be subject to the exercise of judicial discretion in accordance with general principles of equity.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion. This opinion is limited to the laws of the State of Missouri and the applicable laws of the United States.

Very truly yours,

GILMORE BELL

[FORM OF OPINION OF COMPANY'S COUNSEL**]** [CLOSING DATE], 2026

City of Blue Springs, Missouri
Blue Springs, Missouri

Gilmore & Bell, P.C.
Kansas City, Missouri

UMB Bank, N.A., as Trustee
Kansas City, Missouri

Re: $23,000,000 Aggregate Maximum Principal Amount of City of Blue Springs, Missouri, Taxable Industrial Development Revenue Bonds (MajorLux 2 Project), Series 2026

Ladies and Gentlemen:

We have acted as counsel for Luxe One, LLC, a Missouri limited liability company (the "Company"), and as such, we have examined the following in connection with the issuance and sale of the above-referenced series of bonds (the "Bonds"):

(a) Articles of Organization of the Company, Operating Agreement of the Company, and a certified copy of the resolutions of the Company dated _____ ___, 2026 (the "Resolution");

(b) Lease Agreement dated as of _____, 2026 (the "Lease"), between the Company, as lessee, and the City of Blue Springs, Missouri (the "City"), as lessor;

(c) Bond Purchase Agreement dated as of _____, 2026 (the "Bond Purchase Agreement"), among the Company, the City and the Company as purchaser of the Bonds;

(d) Special Warranty Deed dated [CLOSING DATE], 2026 (the "Deed"), from the Company in favor of the City; and

(e) such other records and instruments of the Company, together with applicable certificates of public officials and such other documents as we deem relevant in rendering this opinion.

The documents referred to in paragraphs (b) through (d) above are collectively referred to as the "Company Documents."

Based upon such examination, we are of the opinion that:

1. The Company has been duly organized and is a validly existing limited liability company in good standing under the laws of the State of Missouri and is authorized to conduct business in the State of Missouri.

2. The Company Documents have been duly authorized by all requisite action on the part of the Company and each such document has been duly executed and delivered by on behalf of the Company by duly authorized officers of the Company, and constitute the Company's valid and binding obligations, enforceable in accordance with their respective terms (except as such enforceability may be limited by any bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors' rights generally).

3. The execution, delivery and compliance with the provisions of the Company Documents by the Company have not and will not (with the passage of time or the giving of notice, or both) result in or constitute a breach of or default under any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Company is a party or by which it or any of its property is bound, or violate any provision of the Articles of Organization or Operating Agreement of the Company, or of any constitutional or statutory provision, or of any order, rule or regulation of any court or governmental authority applicable to the Company or its property.

4. All consents, approvals, authorizations or orders of, or registrations or filings with, any court or governmental agency or body required with respect to the Company for the valid execution and delivery by the Company of, or the performance of its obligations under, the Company Documents have been obtained or made.

5. There is no action, suit or other proceeding pending or, to the best of our knowledge, threatened against the Company, at law or in equity or before any governmental authority, which might adversely affect the validity or enforceability of the Lease or the ability of the Company to perform its obligations under the Company Documents, or which might adversely affect the condition, financial or otherwise, of the Company.

Very truly yours,

UCC INFORMATION

INDENTURE: (filed with Secretary of State of the State of Missouri)

Debtor:	City of Blue Springs, Missouri
	903 W. Main Street
	Blue Springs, Missouri 64015
Secured Party:	UMB Bank, N.A., as Trustee
	928 Grand Blvd., 12th Floor
	Kansas City, MO 64106

Collateral:

THE PROPERTY INCLUDED IN THE TRUST ESTATE UNDER THAT CERTAIN TRUST INDENTURE DATED AS OF _____, 2026 (RELATING TO THE TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS (MAJORLUX 2 PROJECT), SERIES 2026), BETWEEN DEBTOR AND SECURED PARTY, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME, AND PRODUCTS AND PROCEEDS THEREOF, INCLUDING WITHOUT LIMITATION ACCOUNTS, GENERAL INTANGIBLES, INVESTMENT PROPERTY, CHATTEL PAPER, DEPOSIT ACCOUNTS AND INSTRUMENTS.

PURCHASER'S REPRESENTATION LETTER

[CLOSING DATE], 2026

City of Blue Springs, Missouri
903 W. Main Street
Blue Springs, Missouri 64015
Attention: City Clerk

UMB Bank, N.A., as Trustee
928 Grand Blvd, 12th Floor
Kansas City, MO 64106
Attention: Corporate Trust Department

Re: $23,000,000 Maximum Principal Amount of Taxable Industrial Development Revenue Bonds (MajorLux 2 Project), Series 2026 of the City of Blue Springs, Missouri

Ladies and Gentlemen:

In connection with the purchase of the above-referenced Bonds (the "Bonds"), the undersigned purchaser of the Bonds (the "Purchaser") hereby represents, warrants and agrees as follows:

1. The Purchaser fully understands that (a) the Bonds have been issued under and pursuant to a Trust Indenture dated as of _____, 2026 (the "Indenture"), between the City of Blue Springs, Missouri (the "City") and UMB Bank, N.A., Kansas City, Missouri, as trustee (the "Trustee"), and (b) the Bonds are payable solely out of certain rents, revenues and receipts to be derived from the leasing or sale of the Project (as defined in the Indenture) to Luxe One, LLC, a Missouri limited liability company (the "Company"),

under a Lease Agreement dated as of _____, 2026 (the "Lease"), with the City, with certain of such rents, revenues and receipts being pledged and assigned by the City to the Trustee under the Indenture to secure the payment of the principal of and interest on the Bonds.

2. The Purchaser understands that the Bonds have not been registered under the Securities Act of 1933, as amended (the "1933 Act"), or the securities laws of any state and will be sold to the Purchaser in reliance upon certain exemptions from registration and in reliance upon the representations and warranties of the Purchaser set forth herein.

3. The Purchaser understands that the Bonds are transferable only in the manner provided for in the Indenture and discussed below and warrants that it is acquiring the Bonds for its own account with the intent of holding the Bonds as an investment, and the acquisition of the Bonds is not made with a view toward their distribution or for the purpose of offering, selling or otherwise participating in a distribution of the Bonds.

4. The Purchaser agrees not to attempt to offer, sell, hypothecate or otherwise distribute the Bonds to others unless authorized by the terms of the Indenture or with the express written consent of the City.

5. The Company has (a) furnished to the Purchaser such information about itself as the Purchaser deems necessary in order for it to make an informed investment decision with respect to the purchase of the Bonds, (b) made available to the Purchaser, during the course of this transaction, ample opportunity to ask questions of, and to receive answers from, appropriate officers of the City and the terms and conditions of the offering of the Bonds, and (c) provided to the undersigned all additional information which it has requested.

6. The Purchaser acknowledges that no offering document has been prepared in connection with the sale of the Bonds. The Purchaser further acknowledges that it has timely received in satisfactory form and manner all proceedings, certificates, opinions, letters and other documents required to be submitted to the Purchaser pursuant to the Bond Purchase Agreement prior to or on the date of the delivery of and payment for the Bonds, and that the City and the Company have in all respects complied with and satisfied all of their respective obligations to the Purchaser which are required under the Bond Purchase Agreement to be complied with and satisfied on or before such date.

7. The Purchaser is now, and was when it agreed to purchase the Bonds, familiar with the operations of the Company and fully aware of terms and risks of the Bonds and that the Purchaser is relying on its own knowledge and investigation of facts and circumstances relating to the purchase of the Bonds. The Purchaser believes that the Bonds being acquired are a security of the type that the Purchaser wishes to purchase and hold for investment and that the nature and amount thereof are consistent with its investment program.

8. The Purchaser is fully aware of and satisfied with (i) the current status of the title to the Project and any issues related thereto and (ii) the terms, amounts and providers of the insurance maintained pursuant to **Article VII** of the Lease, and the undersigned is purchasing the Bonds with full knowledge of such matters.

9. The Purchaser understands and agrees that the interest on the Bonds *is* subject to federal and state income taxation.

10. The Purchaser hereby directs the Trustee to hold the Bonds in trust for the undersigned pursuant to **Section 208** of the Indenture.

LUXE ONE, L.L.C.,

a Missouri limited liability company

By:_____

Name:

Title: Authorized Signatory

(The above space is reserved for Recorder's Certification.)

TITLE OF DOCUMENT:	MEMORANDUM OF LEASE AGREEMENT
DATE OF DOCUMENT:	_____, 2026
GRANTOR:	CITY OF BLUE SPRINGS, MISSOURI
GRANTOR'S MAILING ADDRESS:	903 W. Main Street Blue Springs, Missouri 64015 Attention: City Clerk
GRANTEE:	LUXE ONE, L.L.C.
GRANTEE'S MAILING ADDRESS:	 Attention:
RETURN DOCUMENTS TO:	Sarah Granath Gilmore & Bell, P.C. 2405 Grand Boulevard, Suite 1100 Kansas City, Missouri 64108
LEGAL DESCRIPTION:	See **Exhibit A**

This cover page is attached solely for the purpose of complying with the requirements stated in §§59.310.2; 59.313.2 Revised Missouri Statutes.

This document contains a consent to mechanics' liens.

MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT, gives notice of, ratifies and confirms the Lease Agreement dated as of _____, 2026 (the "Lease"), between the **CITY OF BLUE SPRINGS, MISSOURI**, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri (the "City"), as lessor and grantor, and **LUXE ONE, LLC**, a limited liability company organized and existing under the laws of the State of Missouri, and its successors or assigns, as permitted under the Lease (the "Company"), as lessee;

RECITALS:

1. The City is authorized under Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended (the "Act"), to purchase, construct, extend and improve certain projects and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Pursuant to the Act, the City Council passed an ordinance (the "Ordinance") on May __, 2026, authorizing the City to issue its Taxable Industrial Development Revenue Bonds (MajorLux 2 Project), Series 2026, in the maximum principal amount of $23,000,000 (the "Bonds"), for the purpose of acquiring and improving certain real property in the City (the "Project Site," as more fully described on **Exhibit A** hereto), including the construction and improvement of a commercial facility on the Project Site together with associated sitework and infrastructure (the "Project Improvements," as more fully described on **Exhibit B** hereto).

3. Pursuant to the Ordinance, the City is authorized to enter into a Trust Indenture of even date herewith (the "Indenture") with UMB Bank, N.A., Kansas City, Missouri, as Trustee (the "Trustee"), for the purpose of issuing and securing the Bonds, as therein provided, and to enter into the Lease with a private company under which the City will construct and improve the Project Improvements, and lease the Project Site and the Project Improvements as they may at any time exist (collectively, the "Project"), to such company in consideration of rental payments that will be sufficient to pay the principal of and interest on the Bonds, and certain payments in lieu of taxes.

4. The Ordinance authorizes the City to lease the Project to Luxe One, LLC, a Missouri limited liability company (the "Company").

5. Pursuant to the foregoing, the City desires to lease the Project to the Company and the Company desires to lease the Project from the City, for the rentals and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements contained in the Lease, the City and Company do represent, covenant and agree as follows:

1. Granting of Leasehold Estate. The City hereby exclusively rents, leases and lets the Project to the Company, and the Company hereby rents, leases and hires the Project from the City, subject to Permitted Encumbrances existing as of the date of the execution and delivery hereof, for the rentals and upon and subject to the terms and conditions herein contained.

2. Lease Term. The Lease shall become effective upon its execution and delivery. Subject to earlier termination pursuant to the provisions of the Lease, the lease

of the Project shall commence as of the date of the Lease and terminate on **December 1, 2047,** except as otherwise set forth in the Lease.

3. Basic Rent. The Company covenants and agrees to pay to the Trustee in same day funds for the account of the City during the Lease Term, for deposit in the Bond Fund on or before 10:00 a.m., Trustee's local time, on or before each December 1, commencing December 1, 2026 and continuing until the principal of and interest on the Bonds shall have been fully paid, an amount which, when added to any collected funds then on deposit in the Bond Fund and available on such Payment Date, shall be equal to the total amount payable on each December 1 as interest on the Bonds. On **December 1, 2047** (or such earlier date as the Company may elect or be required to redeem the Bonds), the Company shall also pay an amount equal to all principal then due on the Bonds in connection with such maturity or redemption. All payments of Basic Rent shall be paid directly to the Trustee and shall be deposited in accordance with the provisions of the Indenture into the Bond Fund and shall be used and applied by the Trustee in the manner and for the purposes set forth in the Lease and the Indenture, provided that if the Company is the Owner of all the Bonds Outstanding, payment of Basic Rent may be made via a transaction entry on the trust records held by the Trustee and the Paying Agent consistent with the Indenture.

4. Additional Rent. Additional Rent, including payments in lieu of taxes, is due at the times and in the amounts set forth in the Lease.

5. Option to Purchase the Project. The Company is granted the option to purchase the Project in accordance with the terms of the Lease.

6. Definition of Terms. Capitalized terms not defined herein shall have the meanings ascribed thereto in the Indenture and the Lease.

7. Consent to Mechanics' Liens. The City hereby consents to the subjection of the Project and Project Site to the attachment of mechanics' liens filed under Chapter 429 of the Revised Statutes of Missouri.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Lease Agreement to be executed in their respective corporate names to be attested by their duly authorized officers, all as of the date first above written.

LUXE ONE, L.L.C.,

a Missouri limited liability company

By:_____

Name:

Title: Authorized Signatory

ACKNOWLEDGMENT

STATE OF _____)

)SS.

COUNTY OF _____)

On this _____ day of _____, 2026, before me, the undersigned, a Notary Public, appeared _____, to me personally known, who, being by me duly sworn, did say that (s)he is the **AUTHORIZED SIGNATORY** of **LUXE ONE, L.L.C.,** a Missouri limited liability company, and that said instrument was signed on behalf of said company by authority of its members, and said officer acknowledged said instrument to be executed for the purpose therein stated and as the free act and deed of said company.

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

_____

Typed or Printed Name: _____

Notary Public in and for said State

[SEAL]

My commission expires: _____

CITY OF BLUE SPRINGS, MISSOURI

[SEAL]

By: _____

Name: Chris Lievsay

Title: Mayor

ATTEST:

By: _____

Name: Erin Ford

Title: City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this _____ day of _____, 2026, before me, the undersigned, a Notary Public, appeared **CHRIS LIEVSAY**, to me personally known, who, being by me duly sworn, did say that she is the **MAYOR** of the **CITY OF BLUE SPRINGS, MISSOURI**, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed on behalf of said City by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

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

_____

Typed or Printed Name: _____
Notary Public in and for said State

[SEAL]

My commission expires: _____

EXHIBIT A

PROJECT SITE

The following described real estate located in Jackson County, Missouri:

Lot 5, NORTH RIDGE LOTS 1 – 5, a subdivision in Blue Springs, Jackson County, Missouri.

EXHIBIT B

PROJECT IMPROVEMENTS

The Project Improvements consist of the following, to the extent paid for in whole with Bond proceeds: acquiring approximately 2.89 acres of land and constructing a mixed-use development consisting of 70 residential units and approximately 11,887 square feet of retail space. The Project will include parking lot improvements, approximately 15 garage parking spaces, open area lounge and lobby, patio with grills and a fire pit, fitness center, and a rooftop indoor/outdoor lounge

Requisition No. 1

Date: [CLOSING DATE], 2026

REQUISITION CERTIFICATE

TO: UMB BANK, N.A., AS TRUSTEE UNDER A TRUST INDENTURE DATED AS OF _____, 2026, BETWEEN CITY OF BLUE SPRINGS, MISSOURI, AND THE TRUSTEE, AND THE LEASE AGREEMENT DATED AS OF _____, 2026, BETWEEN CITY OF BLUE SPRINGS, MISSOURI AND LUXE ONE, LLC

The undersigned Authorized Company Representative hereby states and certifies that:

1. The total shown on **Schedule 1** is requested to pay for Project Costs (as defined in the Indenture) of the Project Improvements. The total amount of this requisition and all prior requisitions are as shown on **Schedule 1**.

2. Said Project Costs shall be paid in whole from Bond proceeds in such amounts, to such payees and for such purposes as set forth on **Schedule 1** hereto.

3. Each of the items for which payment is requested are or were desirable and appropriate in connection with the construction and improvement of the Project (as defined in the Trust Indenture), have been properly incurred and are a proper charge against the Project Fund or Costs of Issuance Fund, as designated on **Schedule 1**, and have been paid by the Company or are justly due to the Persons whose names and addresses are stated on **Schedule 1**, and have not been the basis of any previous requisition from the Project Fund or Costs of Issuance Fund.

4. As of this date, except for the amounts referred to above, to the best of my knowledge there are no outstanding disputed statements for which payment is requested for labor, wages, materials, supplies or services in connection with the

construction and improvement of the Project which, if unpaid, might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or similar lien upon the Project or any part thereof.

Luxe One, L.L.C.

By: _____

Authorized Company Representative

SCHEDULE 1 TO REQUISITION CERTIFICATE

PROJECT COSTS

To be Funded from Closing Price of Bonds (Costs of Issuance Fund)

Payee and Address	Description	Amount
Gilmore & Bell, P.C. 2405 Grand Boulevard, Suite 1100 Kansas City, Missouri 64108	Bond Counsel Fee	$57,000
UMB Bank, N.A. 928 Grand Blvd., 12th Floor Kansas City, Missouri 64106	Trustee Origination Fee and Annual Fee	

Total Funded From Closing Price: $

To be Deemed Funded Pursuant to Section 208(e) of Indenture (Project Fund)

Payee and Address	Description	Amount
Reimbursement to the Company for amounts already paid pursuant to the Lease: Luxe One, L.L.C.	Purchase price of the Project Site	$685,000

Luxe One, L.L.C., as Purchaser of the Series 2026 Bond and as Lessee under the Lease Agreement, hereby requests that the Cumulative Outstanding Principal Amount of the Series 2026 Bond be increased by the amount shown above pursuant to Section 208(e) of the Indenture, in lieu of payment from the Project Fund.

(The above space is reserved for Recorder's Certification.)

TITLE OF DOCUMENT:	SPECIAL WARRANTY DEED
DATE OF DOCUMENT:	[CLOSING DATE], 2026
GRANTOR:	LUXE ONE, L.L.C.
GRANTOR'S MAILING ADDRESS:	Attention:
GRANTEE:	CITY OF BLUE SPRINGS, MISSOURI
GRANTEE'S MAILING ADDRESS:	903 W. Main Street Blue Springs, Missouri 64015 Attention: City Clerk
RETURN DOCUMENTS TO:	Sarah Granath Gilmore & Bell, P.C. 2405 Grand Boulevard, Suite 1100 Kansas City, Missouri 64108
LEGAL DESCRIPTION:	See **Exhibit A**

This cover page is attached solely for the purpose of complying with the requirements stated in §§59.310.2; 59.313.2 Revised Missouri Statutes.
This document contains a consent to mechanics' liens

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made on the "Date of Document" shown on the cover page hereto, from **LUXE ONE, L.L.C.**, a Missouri limited liability company (the "Grantor"), to **CITY OF BLUE SPRINGS, MISSOURI**, a political subdivision and body corporate organized and existing under the laws of the State of Missouri (the "Grantee"), having its mailing address as follows: 903 W. Main Street, Blue Springs, Missouri 64015.

WITNESSETH, THAT THE GRANTOR, in consideration of the sum of One Dollar ($1.00) and other valuable considerations to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents, **SELL** and **CONVEY** unto the Grantee, its successors and assigns, the lots, tracts or parcels of land described in **Exhibit A** attached hereto.

SUBJECT TO, all matters of public record and the right of the public in and to the part thereof, if any, in streets, roads or alleys.

TO HAVE AND TO HOLD, the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in any way appertaining unto the Grantee and unto its successors and assigns forever; the Grantor hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by it, except as shown in the public records; and that it will warrant and defend the title to said premises unto the Grantee and unto the Grantee's successors and assigns forever, against the lawful claims and demands of all persons claiming under Grantor and no other.

PROVIDED THAT, it is the intent of the Grantor and the Grantee that Grantee's interest in any easements or rights of way held by the Grantee in all or any portion of the premises aforesaid shall not be merged with the fee simple ownership of such

property conveyed to the Grantee pursuant to this Deed, but each shall remain a separate a distinct interest of the Grantee.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed as of the day and year above written.

GRANTOR:
LUXE ONE, L.L.C.,
a Missouri limited liability company

By:_____
Name:
Title: Authorized Signatory

ACKNOWLEDGMENT

STATE OF _____)
)SS.
COUNTY OF _____)

On this _____ day of _____, 2026, before me, the undersigned, a Notary Public, appeared _____, to me personally known, who, being by me duly sworn, did say that (s)he is the **AUTHORIZED SIGNATORY** of **LUXE ONE, L.L.C.,** a Missouri limited liability company, and that said instrument was signed on behalf of said company by authority of its members, and said officer acknowledged said instrument to be executed for the purpose therein stated and as the free act and deed of said company.

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

_____

Typed or Printed Name: _____

Notary Public in and for said State

[SEAL]

My commission expires: _____

EXHIBIT A

PROJECT SITE

The following described real estate located in Jackson County, Missouri:

Lot 5, NORTH RIDGE LOTS 1 – 5, a subdivision in Blue Springs, Jackson County, Missouri.

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: April 10, 2026

ITEM TYPE: Resolution

SUBMITTED BY: Dennis Dovel

CONTRACT NUMBER:

DEPARTMENT: Public Works

STRATEGIC PLAN PRIORITY: Downtown Revitalization

ITEM DESCRIPTION

Adopt a Resolution approving a contract in the amount of $8,742,959.55 with Amino Brothers Co., Inc., for reconstruction of Main Street, 11th Street and the watermain replacement on Main Street. This project is approved as 2025 Bonds and WA-25 for FY2025-26.

BACKGROUND

The reconstruction of Main Street in the Downtown corridor is a priority outlined in the 2024 Downtown Master Plan and the 2024 Bond Election. The City identified "Downtown Revitalization" as a Strategic Priority Area for the City's 2025–2030 Strategic Plan, with the stated goal of continuing to develop Downtown to be a destination for the entire Blue Springs community with a variety of residential housing opportunities and diverse dining, entertainment, and retail. The completion of the Main Street

Improvements Project was identified as a specific objective and performance measure goal in the City's Strategic Plan. This project will build the foundation for a pedestrian friendly streetscape that will promote Downtown Blue Springs as a unique destination for visitors and residents alike.

Staff worked with Cochran Engineering to design the necessary improvements to the road and associated utilities. The project included a steering committee to select design elements to be included in the project such as streetlights. Over the last year staff has also engaged property and business owners affected by the improvements to allow for input and garner support for the project.

Cochran Engineering completed the design and construction documents and conducted an open bid process by advertising the project on the City's website along with additional plan rooms for contractors to be notified and bid the project. Through this process, three bids were received as follows:

Amino Brothers Co, Inc.	$8,742,959.55
JM Fahey Construction	$9,822,783.50
MegaKC Corporation	$10,044,900.00

Cochran's Engineering team checked references and staff agrees that Amino Brothers Co., Inc. be the recommended contractor for the work outlined in the scope of services. The scope of services for Main Street include: demo of existing road, installation of a new water line, new storm inlets, new streetlights, widened sidewalks, concrete roadway and other various improvements from 15th Street to 7 Highway as well as total reconstruction of 11th street with many of the same improvements as outlined for Main Street, excluding the watermain replacement. The project addresses the priorities reflected in the Citizen Survey and the City's ongoing efforts to maintain critical

infrastructure as outlined in the CIP and Bond projects.

Staff recommends approval of a contract with Amino Brothers Co., Inc. for $8,742,959.55 to make improvements to Main Street and 11th Street. Contract attachments referenced in the Scope of Work are available upon request at City Hall.

FINANCIAL IMPACT

INFORMATION	DETAIL
Contractor:	Amino Brothers Co., Inc.
Amount of Request/ Contract:	$8,742,959.55
Amount Budgeted:	310-72000-543100 2025 Bonds - $5,000,000 430-75000-543200 WA-25 - $0
Budget Year:	FY 2025-26
Funding Source/Account #:	310-72000-543100 2025 Bonds - $7,931,657.65 430-75000-543200 WA-25 - $811,301.90
Account Balance:	310-72000-543100 2025 Bonds - $4,834,492 430-75000-543200 WA-25 - $0 Date: 4/30/2026
Additional Funds Needed:	$3,908,467.55
Funding Source/Account #:	Budget Transfer received, funds from: 310-72000-543100 ST-66 Bonds – $1,510,434.14 Budget Amendments: 310-72000-543100 2025 Bonds - $1,586,731.51 430-75000-543200 WA-25 - $811,301.90

PROJECT TIMELINE

INFORMATION	DETAIL

Estimated Start Date	May 18, 2026
Estimated End Date	May 31, 2027
Years and Months Contract in effect	1 year
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. Recommendation of Award letter from Cochran Engineering
2. Resolution with Contract attached as Exhibit A.

REVIEWED BY

Requesting Director: Dennis Dovel

Legal: Jennifer Baird

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	Finance Review: April 14, 2026

Bid/RFP/RFQ and Tabulation	Yes	
Bid Waiver: (less than three bids)	Yes	
Contractor address and email:	Yes	Amino Brothers Co., Inc. 8110 KAW Drive PO Box 211277 Kansas City, KS 66111 Mary Sullivan 913-334-2330 dseeman@aminobros.com
Project Exemption Certificate needed:	Yes	

March 27, 2026

Dennis Dovel
Assistant City Administrator
Blue Springs, Missouri

RE: Recommendation of Award
Main Street Road Improvements
Project No. SC25-1649

Dear Mr. Dovel,

This letter serves to advise that Cochran has completed a review of the bids received by the City for the above-referenced project. After careful evaluation of the bids received and bid tabulation, we recommend awarding the project to Amino Brothers Inc., which submitted the lowest bid and appears well-qualified to perform the work associated with this project.

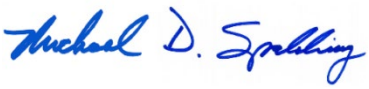
Our review of the submitted paperwork and bonds indicates that all documents are following the requirements outlined in the Bid Proposal.

Amino Brothers submitted a bid of $8,742,959.55, which is roughly 12% higher than the engineer's estimate. Review of their unit pricing indicates that the cost increases are distributed across numerous bid items, with the most notable differences occurring in traffic control, street lighting, and water main work. Recent bids on similar projects have shown a rise in electrical material costs, and this proposal is consistent with that pattern. Additionally, the project's complex phasing increased traffic control requirements, which may further explain the elevated costs in that category.

Current market conditions also suggest a very active construction environment in the region. The combination of a high volume of ongoing projects, along with the scale and complexity of this work, likely contributed to the limited bidder participation and the higher overall pricing.

The Bid Tabulation is attached for your reference. Please do not hesitate to reach out if you have any questions or need additional information.

Sincerely,



Michael D. Spalding
Senior Project Manager

Project Name: ***Main Street Road and Watermain Improvements***
Sponsor: ***City of Blue Springs, Missouri***
Cochran #: ***SC24-1649***
Bid Date: ***April 23, 2026, 2:00 p.m.***

				Amino Brothers Co., Inc.		JM Fahey Construction		MegaKC Corporation	
Bid No.	**Description**	**Unit**	**Quantity**	**Unit Cost**	**Extended Cost**	**Unit Cost**	**Extended Cost**	**Unit Cost**	**Extended Cost**
1	Removal of Improvements	LS	1	$575,177.00	$575,177.00	$240,000.00	$240,000.00	$860,000.00	$860,000.00
2	Earthwork	LS	1	$247,153.00	$247,153.00	$274,000.00	$274,000.00	$359,000.00	$359,000.00
3	Rock Excavation	CY	300	$152.00	$45,600.00	$279.00	$83,700.00	$300.00	$90,000.00
4	Gravel Driveway (5")	SY	250	$15.15	$3,787.50	$18.00	$4,500.00	$21.00	$5,250.00
5	Type 5 Aggregate Base (4") (For Concrete Roadway Pavement Only)	SY	16,075	$18.10	$290,957.50	$14.50	$233,087.50	$13.60	$218,620.00
6	Concrete Pavement (6") Non-Reinforced	SY	3	$473.00	$1,419.00	$614.00	$1,842.00	$163.00	$489.00
7	Subgrade Repair	CY	100	$204.00	$20,400.00	$166.00	$16,600.00	$155.00	$15,500.00
8	Concrete Pavement (9") Non-Reinforced	SY	16,075	$109.00	$1,752,175.00	$134.00	$2,154,050.00	$111.50	$1,792,362.50
9	Concrete Pavement (9") Non-Reinforced, Stamped	SY	475	$193.00	$91,675.00	$263.00	$124,925.00	$309.00	$146,775.00
10	Full Depth Pavement (Includes, removals, aggregate base, asphalt)	SF	1,000	$28.25	$28,250.00	$18.00	$18,000.00	$34.00	$34,000.00
11	Asphalt Patch, 5" (Allowance)	SF	275	$28.25	$7,768.75	$17.00	$4,675.00	$34.00	$9,350.00
12	Detectable Warning Device	SF	705	$32.50	$22,912.50	$22.00	$15,510.00	$20.00	$14,100.00
13	Concrete Approach, 8" (Remove and Replace)	SF	13,600	$15.50	$210,800.00	$23.00	$312,800.00	$19.00	$258,400.00
14	Concrete Sidewalk, 4" (Remove and Replace)	SF	42,889	$12.35	$529,679.15	$19.00	$814,891.00	$14.50	$621,890.50
15	Brick Pavers (Includes, aggregate base, 4" concrete pavement, sand and brick)	SF	19,255	$32.70	$629,638.50	$33.00	$635,415.00	$35.50	$683,552.50
16	Expansion Joint with Pull Tab and Caulk	LF	1,000	$8.20	$8,200.00	$6.50	$6,500.00	$6.25	$6,250.00
17	Concrete Steps with Handrail	EA	20	$2,355.00	$47,100.00	$2,575.00	$51,500.00	$1,975.00	$39,500.00
18	Concrete Vertical Curb, 6"	LF	1,040	$57.10	$59,384.00	$50.00	$52,000.00	$61.00	$63,440.00
19	Concrete Vertical Curb, 12"	LF	40	$92.55	$3,702.00	$103.75	$4,150.00	$94.00	$3,760.00
20	Concrete Curb and Gutter, 24" Wide	LF	5,785	$49.75	$287,803.75	$90.00	$520,650.00	$61.00	$352,885.00
21	Relocate Existing Signs on Post or New Decorative Light (Per Location regardless of number of signs)	EA	37	$242.00	$8,954.00	$231.00	$8,547.00	$230.00	$8,510.00
22	Decorative Sign Posts	EA	31	$1,632.00	$50,592.00	$1,560.00	$48,360.00	$1,600.00	$49,600.00
23	New Crosswalk Sign (W11-2) with "Downward Arrow" Sign (W16-7p)	EA	4	$363.00	$1,452.00	$346.50	$1,386.00	$350.00	$1,400.00
24	Pedestrian Fence (Black)	LF	242	$213.00	$51,546.00	$205.00	$49,610.00	$205.00	$49,610.00
25	Chainlink Fence (Adjust length and install new termination post)	LS	1	$1,075.00	$1,075.00	$1,040.00	$1,040.00	$3,500.00	$3,500.00

				Amino Brothers Co., Inc.		JM Fahey Construction		MegaKC Corporation	
Bid No.	**Description**	**Unit**	**Quantity**	**Unit Cost**	**Extended Cost**	**Unit Cost**	**Extended Cost**	**Unit Cost**	**Extended Cost**
26	Traffic Control (All MUTCD traffic control required including Changeable Message Panels and linear channelizing devices)	LS	1	$278,256.00	$278,256.00	$265,980.00	$265,980.00	$420,000.00	$420,000.00
27	Mobilization	LS	1	$210,460.00	$210,460.00	$236,870.00	$236,870.00	$560,519.25	$560,519.25
28	Pavement Marking - Turn Lane Arrow White (Standard Waterborne)	EA	3	$181.00	$543.00	$173.50	$520.50	$170.00	$510.00
29	Pavement Marking - Straight White (Standard Waterborne)	EA	1	$181.00	$181.00	$173.50	$173.50	$170.00	$170.00
30	Pavement Marking - Straight Left/Right Arrow White (Standard Waterborne)	EA	2	$242.00	$484.00	$231.00	$462.00	$230.00	$460.00
31	Pavement Marking - Mid-Block Crossing White (Standard Waterborne)	EA	8	$133.00	$1,064.00	$127.00	$1,016.00	$125.00	$1,000.00
32	Pavement Marking - Parking Spaces 4” - White (Standard Waterborne)	LF	2,550	$0.80	$2,040.00	$0.75	$1,912.50	$0.75	$1,912.50
33	Pavement Marking - Parking Spaces 4” - Blue (Standard Waterborne)	LF	135	$0.90	$121.50	$1.00	$135.00	$0.85	$114.75
34	Pavement Marking - Lane Lines 4” - Yellow and White (High Build Waterborne)	LF	5,360	$0.75	$4,020.00	$0.75	$4,020.00	$0.70	$3,752.00
35	Pavement Marking 12” - Crosswalk White (Standard Waterborne)	LF	1,435	$8.45	$12,125.75	$8.00	$11,480.00	$8.00	$11,480.00
36	Pavement Marking 24” - Stop Bar White (Standard Waterborne)	LF	250	$16.95	$4,237.50	$16.00	$4,000.00	$16.00	$4,000.00
37	Pavement Marking - Railroad Crossing White (Standard Waterborne)	EA	2	$1,209.00	$2,418.00	$1,155.00	$2,310.00	$1,125.00	$2,250.00
38	Storm Sewer (18" RCP or Polypropylene)	LF	2,074	$178.00	$369,172.00	$334.50	$693,753.00	$218.00	$452,132.00
39	Storm Sewer (24" RCP or Polypropylene)	LF	95	$147.00	$13,965.00	$300.00	$28,500.00	$280.00	$26,600.00
40	Storm Sewer (36" RCP pr Polypropylene)	LF	173	$327.00	$56,571.00	$475.00	$82,175.00	$312.00	$53,976.00
41	Flared End Storm Sewer (36" RCP)	EA	1	$2,235.00	$2,235.00	$2,800.00	$2,800.00	$3,864.00	$3,864.00
42	Storm Sewer Structure (48" Manhole)	EA	12	$8,504.00	$102,048.00	$7,600.00	$91,200.00	$13,500.00	$162,000.00
43	Storm Sewer Structure (Grated Inlet with Side Intake), 5' x 3'	EA	3	$8,564.00	$25,692.00	$9,922.00	$29,766.00	$8,050.00	$24,150.00
44	Storm Sewer Structure (Grated Inlet with Side Intake), 3' x 2'	EA	26	$6,568.00	$170,768.00	$9,000.00	$234,000.00	$7,700.00	$200,200.00
45	Furnishing and Placing Type 3 Rock Ditch Liner	CY	3	$1,300.00	$3,900.00	$483.75	$1,451.25	$280.00	$840.00
46	Grout Fill Existing Storm Sewer	CY	20	$350.00	$7,000.00	$328.25	$6,565.00	$450.00	$9,000.00
47	Erosion Control	LS	1	$3,462.00	$3,462.00	$3,328.25	$3,328.25	$10,000.00	$10,000.00
48	Street Trees (American Hornbeam, 3")	EA	6	$1,289.00	$7,734.00	$890.00	$5,340.00	$890.00	$5,340.00
49	Street Trees (Armstrong Maple, 3")	EA	7	$1,289.00	$9,023.00	$750.00	$5,250.00	$755.00	$5,285.00

				Amino Brothers Co., Inc.		JM Fahey Construction		MegaKC Corporation	
Bid No.	**Description**	**Unit**	**Quantity**	**Unit Cost**	**Extended Cost**	**Unit Cost**	**Extended Cost**	**Unit Cost**	**Extended Cost**
50	Tree Grate (Cast Iron)	EA	13	$2,277.00	$29,601.00	$750.00	$9,750.00	$2,650.00	$34,450.00
51	Mulch	LS	1	$1,552.00	$1,552.00	$1,750.00	$1,750.00	$1,750.00	$1,750.00
52	Wood Post Base, Black Powdercoated (For Existing Post Supports in Sidewalk)	EA	11	$693.00	$7,623.00	$350.00	$3,850.00	$2,000.00	$22,000.00
53	Single Street Light Assembly	EA	8	$12,634.00	$101,072.00	$14,500.00	$116,000.00	$14,400.00	$115,200.00
54	Twin Street Light Assembly	EA	28	$18,833.00	$527,324.00	$20,050.00	$561,400.00	$19,900.00	$557,200.00
55	Concrete Base For Streetlights (Single and Twin)	EA	36	$3,493.00	$125,748.00	$2,750.00	$99,000.00	$2,800.00	$100,800.00
56	Sodding	SY	2,305	$17.70	$40,798.50	$14.00	$32,270.00	$14.00	$32,270.00
57	Decorative Rock (Kansas 1"-1.5" or Match Existing)	SF	1,000	$14.35	$14,350.00	$2.75	$2,750.00	$3.00	$3,000.00
58	Underground Cable in PVC Conduit, 1.5", 2", 2.5"	LF	6,200	$59.00	$365,800.00	$34.00	$210,800.00	$35.00	$217,000.00
59	Underground Cable in PVC Conduit, 3"	LF	85	$72.75	$6,183.75	$37.00	$3,145.00	$39.00	$3,315.00
60	Hand Hole, 17" x 30"	EA	3	$2,966.00	$8,898.00	$1,575.00	$4,725.00	$1,600.00	$4,800.00
61	Hand Hole, 13" x 24"	EA	6	$2,583.00	$15,498.00	$1,400.00	$8,400.00	$1,440.00	$8,640.00
62	Load Center 16"	EA	1	$16,510.00	$16,510.00	$8,000.00	$8,000.00	$8,200.00	$8,200.00
63	Load Center 24"	EA	1	$20,977.00	$20,977.00	$11,000.00	$11,000.00	$11,200.00	$11,200.00
64	8" C900 Restrained Joint Water Main	LF	2,938	$150.00	$440,700.00	$196.00	$575,848.00	$170.00	$499,460.00
65	6" C900 Restrained Joint Water Main	LF	138	$146.00	$20,148.00	$190.00	$26,220.00	$120.00	$16,560.00
66	2" Water Service (Open Cut)	LF	142	$97.45	$13,837.90	$190.00	$26,980.00	$165.00	$23,430.00
67	12"x8" Tapping Sleeve and Valve	EA	1	$6,999.00	$6,999.00	$9,014.00	$9,014.00	$10,650.00	$10,650.00
68	8" Tapping Sleeve and Valve	EA	1	$6,219.00	$6,219.00	$8,500.00	$8,500.00	$10,050.00	$10,050.00
69	6" Tapping Sleeve and Valve	EA	7	$5,228.00	$36,596.00	$6,125.00	$42,875.00	$9,015.00	$63,105.00
70	3/4" Saddle Tap, Corp Stop, 3/4" Service Line and Compression Connection to Existing Meter Service	EA	26	$2,414.00	$62,764.00	$2,775.00	$72,150.00	$2,240.00	$58,240.00
71	1" Saddle Tap, Corp Stop, 1" Service Line and Compression Connection to Existing Meter Service	EA	2	$2,784.00	$5,568.00	$3,325.00	$6,650.00	$3,270.00	$6,540.00
72	1.5" Saddle Tap, Corp Stop, 1.5" Service Line and Compression Connection to Existing Meter Service	EA	2	$4,367.00	$8,734.00	$3,700.00	$7,400.00	$3,400.00	$6,800.00
73	2" Saddle Tap, Corp Stop, 2" Service Line and Compression Connection to Existing Meter Service	EA	3	$4,604.00	$13,812.00	$6,900.00	$20,700.00	$4,700.00	$14,100.00
74	Replacement of Existing 3/4" Meter Setter	EA	5	$1,742.00	$8,710.00	$5,800.00	$29,000.00	$1,950.00	$9,750.00
75	3/4" Curb Stops (As Directed by Public Works)	EA	10	$1,539.00	$15,390.00	$873.00	$8,730.00	$1,140.00	$11,400.00
76	Replacement of Existing 3/4" Service Line (for replacement of lead services as needed)	LF	100	$62.30	$6,230.00	$75.00	$7,500.00	$158.00	$15,800.00
77	Fire Hydrant (Without Hydrant Tee, Valve or Hydrant Lead)	EA	5	$6,533.00	$32,665.00	$11,500.00	$57,500.00	$11,250.00	$56,250.00
78	8" Gate Valve	EA	22	$2,733.00	$60,126.00	$3,350.00	$73,700.00	$4,650.00	$102,300.00

Bid No.	Description	Unit	Quantity	Amino Brothers Co., Inc. Unit Cost	Amino Brothers Co., Inc. Extended Cost	JM Fahey Construction Unit Cost	JM Fahey Construction Extended Cost	MegaKC Corporation Unit Cost	MegaKC Corporation Extended Cost
79	6" Gate Valve	EA	5	$1,878.00	$9,390.00	$2,320.00	$11,600.00	$3,700.00	$18,500.00
80	Tee (8" Run, 2", 4", 6" or 8" Leg)	EA	11	$1,617.00	$17,787.00	$1,330.00	$14,630.00	$1,900.00	$20,900.00
81	8" Bend (90, 45, 22.5 or 11.25 degrees)	EA	10	$1,101.00	$11,010.00	$983.00	$9,830.00	$1,615.00	$16,150.00
82	6" Bend (90, 45, 22.5 or 11.25 degrees)	EA	12	$913.00	$10,956.00	$694.00	$8,328.00	$1,180.00	$14,160.00
83	2" Bend (90, 45, 22.5 or 11.25 degrees)	EA	6	$747.00	$4,482.00	$578.00	$3,468.00	$610.00	$3,660.00
84	8"x6" Reducer	EA	3	$757.00	$2,271.00	$730.00	$2,190.00	$1,070.00	$3,210.00
85	12" Cap	EA	1	$1,879.00	$1,879.00	$810.00	$810.00	$1,220.00	$1,220.00
86	8" Cap	EA	2	$1,481.00	$2,962.00	$694.00	$1,388.00	$825.00	$1,650.00
87	6" Cap	EA	7	$1,200.00	$8,400.00	$636.00	$4,452.00	$645.00	$4,515.00
88	2" Cap	EA	3	$1,222.00	$3,666.00	$578.00	$1,734.00	$625.00	$1,875.00
89	Concrete Retaining Wall with Form Liner or Reveal	SF	1500	$230.00	$345,000.00	$192.00	$288,000.00	$165.00	$247,500.00
90	Force Account (Railroad insurance and Flaggers)	LS	1	$40,000.00	$40,000.00	$40,000.00	$40,000.00	$40,000.00	$40,000.00
	Total Base Bid:				**$8,742,959.55**		**$9,822,783.50**		**$10,044,900.00**
ALTERNATE 1 - EVENT POWER (PANELS 1 & 2)									
A1.1	PVC Conduit, 3"	LF	420	$75.20	$31,584.00	$24.00	$10,080.00	$25.00	$10,500.00
A1.2	Underground Cable in PVC Conduit, 3"	LF	55	$109.00	$5,995.00	$73.25	$4,028.75	$77.00	$4,235.00
A1.3	Handhole, 17" x 30"	EA	4	$3,799.00	$15,196.00	$740.00	$2,960.00	$775.00	$3,100.00
A1.4	Load Center 24"	EA	2	$24,272.00	$48,544.00	$6,000.00	$12,000.00	$6,300.00	$12,600.00
	Total Alternate 1:				$101,319.00		$29,068.75		$30,435.00
ALTERNATE 2 - EVENT POWER (PANELS 3 & 4)									
A2.1	PVC Conduit, 3"	LF	295	$78.80	$23,246.00	$30.00	$8,850.00	$31.00	$9,145.00
A2.2	Underground Cable in PVC Conduit, 3"	LF	10	$289.00	$2,890.00	$390.00	$3,900.00	$410.00	$4,100.00
A2.3	Handhole, 17" x 30"	EA	3	$3,799.00	$11,397.00	$750.00	$2,250.00	$785.00	$2,355.00
A2.4	Load Center 24"	EA	2	$24,324.00	$48,648.00	$5,500.00	$11,000.00	$5,650.00	$11,300.00
	Total Alternate 2:				$86,181.00		$26,000.00		$26,900.00

Bid No.	Description	Unit	Quantity	Amino Brothers Co., Inc. Unit Cost	Amino Brothers Co., Inc. Extended Cost	JM Fahey Construction Unit Cost	JM Fahey Construction Extended Cost	MegaKC Corporation Unit Cost	MegaKC Corporation Extended Cost
ALTERNATE 3 - EVENT POWER (PANEL 5)									
A3.1	PVC Conduit, 3"	LF	115	$110.00	$12,650.00	$60.50	$6,957.50	$64.00	$7,360.00
A3.2	Underground Cable in PVC Conduit, 3"	LF	75	$152.00	$11,400.00	$20.75	$1,556.25	$22.00	$1,650.00
A3.3	Handhole, 17" x 30"	EA	1	$3,667.00	$3,667.00	$1,315.00	$1,315.00	$1,375.00	$1,375.00
A3.4	Load Center 24"	EA	1	$24,157.00	$24,157.00	$10,700.00	$10,700.00	$11,100.00	$11,100.00
	Total Alternate 3:				$51,874.00		$20,528.75		$21,485.00
ALTERNATE 4 - EVENT POWER (PANEL 6)									
A4.1	PVC Conduit, 3"	LF	240	$83.60	$20,064.00	$46.00	$11,040.00	$25.50	$6,120.00
A4.2	Underground Cable in PVC Conduit, 3"	LF	50	$153.00	$7,650.00	$18.00	$900.00	$79.00	$3,950.00
A4.3	Handhole, 17" x 30"	EA	2	$3,772.00	$7,544.00	$700.00	$1,400.00	$990.00	$1,980.00
A4.4	Load Center 24"	EA	1	$24,157.00	$24,157.00	$10,000.00	$10,000.00	$11,200.00	$11,200.00
	Total Alternate 4:				$59,415.00		$23,340.00		$23,250.00
ALTERNATE 5 - EVENT POWER (PANEL 7)									
A5.1	PVC Conduit, 3"	LF	80	$149.00	$11,920.00	$79.50	$6,360.00	$83.50	$6,680.00
A5.2	Underground Cable in PVC Conduit, 3"	LF	105	$98.65	$10,358.25	$15.50	$1,627.50	$16.00	$1,680.00
A5.3	Handhole, 17" x 30"	EA	1	$3,667.00	$3,667.00	$1,242.50	$1,242.50	$1,310.00	$1,310.00
A5.4	Load Center 24"	EA	1	$24,157.00	$24,157.00	$9,418.50	$9,418.50	$9,900.00	$9,900.00
	Total Alternate 5:				$50,102.25		$18,648.50		$19,570.00
ALTERNATE 6 - EVENT POWER (PANEL 8)									
A6.1	PVC Conduit, 3"	LF	145	$103.00	$14,935.00	$46.00	$6,670.00	$48.00	$6,960.00
A6.2	Underground Cable in PVC Conduit, 3"	LF	125	$108.00	$13,500.00	$18.00	$2,250.00	$19.00	$2,375.00
A6.3	Handhole, 17" x 30"	EA	2	$3,772.00	$7,544.00	$700.00	$1,400.00	$730.00	$1,460.00
A6.4	Load Center 24"	EA	1	$24,146.00	$24,146.00	$10,000.00	$10,000.00	$9,800.00	$9,800.00
	Total Alternate 6:				$60,125.00		$20,320.00		$20,595.00

Bid No.	Description	Unit	Quantity	Amino Brothers Co., Inc. Unit Cost	Amino Brothers Co., Inc. Extended Cost	JM Fahey Construction Unit Cost	JM Fahey Construction Extended Cost	MegaKC Corporation Unit Cost	MegaKC Corporation Extended Cost
ALTERNATE 7 - EVENT POWER (PANEL 9)									
A7.1	PVC Conduit, 3"	LF	70	$147.00	$10,290.00	$91.50	$6,405.00	$96.00	$6,720.00
A7.2	Underground Cable in PVC Conduit, 3"	LF	100	$99.25	$9,925.00	$22.00	$2,200.00	$23.00	$2,300.00
A7.3	Handhole, 17" x 30"	EA	1	$3,667.00	$3,667.00	$1,070.00	$1,070.00	$1,200.00	$1,200.00
A7.4	Load Center 24"	EA	1	$24,146.00	$24,146.00	$9,300.00	$9,300.00	$9,700.00	$9,700.00
	Total Alternate 7:				$48,028.00		$18,975.00		$19,920.00
	TOTAL ALTERNATES 1-7				**$457,044.25**		**$156,881.00**		**$162,155.00**
ALTERNATE 8 - TEMPORARY STREET LIGHTING									
A8.1	Temporary Street Light (Includes lights, wiring, maintenance, etc.)	EA	10	$9,923.00	$99,230.00	$2,100.00	$21,000.00	$2,300.00	$23,000.00
	Total Alternate 8:				$99,230.00		$21,000.00		$23,000.00

A RESOLUTION APPROVING A CONTRACT WITH AMINO BROTHERS CO., INC. FOR RECONSTRUCTION WORK AND ASSOCIATED UTILITIES INCLUDING WATERMAIN FOR MAIN STREET FROM 15TH STREET TO 7 HIGHWAY AND 11TH STREET FROM MAIN TO WALNUT, PROJECT 2025 BONDS AND WA-25

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 reconstruction of Main Street in the Downtown corridor is a priority outlined in the 2024 Downtown Master Plan and the 2024 Bond Election; and

WHEREAS, the City identified "Downtown Revitalization" as a Strategic Priority Area for the City's 2025–2030 Strategic Plan, with the stated goal of continuing to develop Downtown to be a destination for the entire Blue Springs community with a variety of residential housing opportunities and diverse dining, entertainment, and retail; and

WHEREAS, the completion of the Main Street Improvement Project was identified as a specific objective and performance measure goal in the City's Strategic Plan, with the project helping to build the foundation for a pedestrian friendly streetscape that will promote Downtown Blue Springs as a unique destination for visitors and residents alike; and

WHEREAS, the Public Works Department along with Cochran Engineering prepared specifications and secured quotations for reconstruction of road and associated utilities including watermain for Main Street from 15th Street to 7 Highway and road reconstruction on 11th Street from Main to Walnut, project was included in the 2024 Bonds and is project #2025 Bonds and WA-25; and

WHEREAS, the Department received three bids and now recommends that the City award a contract to Amino Brothers Co., Inc., for work based on scope of services in the amount of $8,742,959.55.

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 Amino Brothers Co., Inc., 8110 KAW Drive, PO Box 11277, Kansas City, KS 66111 for reconstruction of road and associated utilities for Main Street from 15th Street to 7 Highway and road reconstruction on 11th Street from Main to Walnut, in the amount of $8,742,959.55. 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 4th day of May 2026.

CITY OF BLUE SPRINGS

_____

Chris Lievsay, Mayor

ATTEST:

_____

Erin Ford, City Clerk

BLUE SPRINGS
MISSOURI

PUBLIC WORKS CONTRACT

EFFECTIVE DATE: May 11, 2026

TERMINATION DATE: May 31, 2027

CONTRACT NUMBER:

City	Contractor
City of Blue Springs 903 West Main Street Blue Springs, MO 64015	Amino Brothers Co., Inc. 8110 Kaw Drive PO Box 11277 Kansas City, KS 66111
Department: Public Works	Attention: Mary Sullivan
Phone: 816-228-0265	Phone: 913-334-2330

THIS CONTRACT, made and entered into this _____ day of _____ 2026, by the parties identified above.

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 $8,742,959.55 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. The contractor will have 330 calendar days from the notice to proceed date to complete all work. 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 kansas)
) ss.
COUNTY OF wyandotte)

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 Mary Sullivan, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Mary J Sullivan and I am currently the CEO of AMINO BROTHERS CO INC (hereinafter "Company"), whose business address is 8110 KAW DRIVE KCK 66111, 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.

Mary Sullivan — MARY J SULLILVAN

Affiant / Contractor — Printed Name

Subscribed and sworn to before me this 20TH day of aPRIL, 2026.

AMBER L. BULT

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.

SIGNATURES

AMINO BROTHERS CO., INC.

Mary Sullivan

_____

Mary Sullivan

CEO

Amino Brothers Co., Inc.

CITY OF BLUE SPRINGS

_____

Christine Cates, City Administrator

APPROVED AS TO FORM

/s/ Jennifer Baird

_____

City Attorney

EXHIBIT 1 – SCOPE OF WORK

Name of Contractor: Amino Brothers Co., Inc.

Scope of Work (Job Description):

The Scope of Work includes street improvements to Main Street within the City of Blue Springs and provides for concrete pavement, curb and gutter, concrete sidewalk, street lighting, storm sewer, waterline replacement, pavement striping, traffic control and other incidental items and work described in the Project Manual herein as Attachment B and Construction Drawings herein as Attachment C, or reasonably inferable therefrom.

All work shall be performed in accordance with Contractor's Bid Form Proposal dated March 26, 2026 attached hereto and incorporated herein as Attachment A.

Start Date: May 18, 2026

Interim Deadlines (if applicable): N/A

Final Completion Date: May 31, 2027

Reimbursable Expenses: N/A

Maximum Payment:

Dollar Amount	Type or Total Payment / Expense
$8,742,959.55	Maximum payment for services rendered
$0.00	Maximum amount of expenses to be reimbursed
$8,742,959.55	Total Maximum amount to be paid to the Contractor

Payment Schedule:

Monthly as billed based on percentage of work completed. A 5% retainage to be held.

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: April 15, 2026

ITEM TYPE: Ordinance

SUBMITTED BY: George Schmitz

CONTRACT NUMBER: -

DEPARTMENT: Administration

STRATEGIC PLAN PRIORITY: Downtown Revitalization

ITEM DESCRIPTION

Passage of a Bill accepting temporary construction and permanent utility Easements from the abutting property owners for the Main Street Improvements Project. This project is approved as Project 2025 Bonds and WA-25 for FY2025-26.

BACKGROUND

The reconstruction of Main Street in the Downtown corridor is a priority outlined in the 2024 Downtown Master Plan and the 2024 Bond Election. The City identified "Downtown Revitalization" as a Strategic Priority Area for the City's 2025–2030 Strategic Plan, with the stated goal of continuing to develop Downtown to be a destination for the entire Blue Springs community with a variety of residential housing opportunities and diverse dining, entertainment, and retail. The completion of the Main Street Improvements Project was identified as a specific objective and performance measure goal in the City's Strategic Plan. This project will build the foundation for a pedestrian

friendly streetscape that will promote Downtown Blue Springs as a unique destination for visitors and residents alike.

The acquisition of temporary construction and permanent utility easements are required to construct the improvements. Staff worked in coordination with Downtown Blue Springs Business and Property owners to allow for input and to properly communicate the proposed scope for the project.

The project has two remaining temporary construction easements still outstanding that Staff is working to acquire for later phases of the project.

Prior to recording the Easements with the Jackson County Recorder of Deeds, Council approval is required to approve the acceptance of the Easements.

FINANCIAL IMPACT

Property Owners	**Address**	**Line Item**	**Amount to be Paid**
J & S Irrigation LLC	1305 W Main Street	Temporary Construction Easement	$1.00
JG Repairs LLC	1008 W Main Street	Temporary Construction Easement	$1.00
Blue Springs Temple Association Inc.	908 W Main Street	Temporary Construction Easement	$1.00
906 MAIN STREET LLC	906 W Main Street	Temporary Construction Easement	$1.00
906 MAIN STREET LLC	904 W Main Street	Temporary Construction Easement	$1.00
902 MAIN STREET OFFICE LLC	902 W Main Street	Temporary Construction Easement	$1.00
J D TWO LLC	901 W Main Steet	Temporary Construction Easement	$1.00
Arndorfer Development LLC	900 W Main Street	Temporary Construction Easement	$1.00

EIGHT-O-FIVE MAIN CENTRE OWNERS ASSOCIATION INC.	805 W Main Street	Temporary Construction Easement	$1.00
Robert R. Sloan and Misako N. Sloan	803 W Main Street	Temporary Construction Easement	$1.00
Andy L. Minor, and Angela W. Minor	801 W Main Street	Temporary Construction Easement	$1.00
Kelly Sloan	717 W Main Street	Temporary Construction Easement	$1.00
KL Sloan Enterprises Inc.	715 W Main Street	Temporary Construction Easement	$1.00
DWELLINGS BY DESIGN KC LLC	106 NW 9th Street	Temporary Construction Easement	$1.00
Robert M. Watson and Meta M. Watson	712 W Main Street	Temporary Construction Easement	$1.00
TAHAP LLC	709 W Main Street	Temporary Construction Easement	$1.00
2TWENTY2 LLC	704 W Main Street	Temporary Construction Easement	$1.00
U.S. Bank National Association	701 W Main Street	Temporary Construction Easement	$1.00
11TH STREET COMMERCIAL REAL ESTATE, LLC	108 SW 11th Street	Temporary Construction Easement	$1.00
Waan Van Paul	204 SW 11th Street	Temporary Construction Easement	$1.00
D'Arcy Investments LLC	1107 SW Walnut Street	Permanent Construction Easement	$1.00

INFORMATION	DETAIL
Contractor:	Various Downtown Property Owners
Amount of Request/ Contract:	$18

PROJECT TIMELINE

INFORMATION	DETAIL
Estimated Start Date	May 4, 2026

Estimated End Date	May 1, 2027 and/or upon project completion
Years and Months Contract in effect	1 Year

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill with Easements attached as Exhibit A.

REVIEWED BY

Requesting Director: George Schmitz

Legal: James Newell

Administration: George Schmitz

City Administrator: Christine Cates

Budget: N/A

Introduced by Councilmember _____ BILL 5402

ORDINANCE_____

AN ORDINANCE ACCEPTING TEMPORARY CONSTRUCTION AND PERMANENT UTILITY EASEMENTS FROM THE ABUTTING PROPERTY OWNERS FOR THE MAIN STREET IMPROVEMENTS PROJECT (PROJECT 2025 BONDS; WA-25)

WHEREAS, the reconstruction of Main Street in the Downtown corridor is a priority outlined in the 2024 Downtown Master Plan and the 2024 Bond Election; and

WHEREAS, the City identified "Downtown Revitalization" as a Strategic Priority Area for the City's 2025–2030 Strategic Plan, with the stated goal of continuing to develop Downtown to be a destination for the entire Blue Springs community with a variety of residential housing opportunities and diverse dining, entertainment, and retail; and

WHEREAS, the completion of the Main Street Improvement Project was identified as a specific objective and performance measure goal in the City's Strategic Plan, with the project helping to build the foundation for a pedestrian friendly streetscape that will promote Downtown Blue Springs as a unique destination for visitors and residents alike; and

WHEREAS, the City of Blue Springs is committed to ensuring the acquisition of the temporary construction and permanent utility easements for the Main Street Improvements project is conducted in a professional and legal manner; and

WHEREAS, easements are required to facilitate the improvement of the Downtown Blue Springs streetscapes on both Main Street as well as 11th Street; and

WHEREAS, City Staff has worked in coordination with Downtown Blue Springs Business and Property owners to allow for input and to properly communicate the

proposed scope for the project; and

WHEREAS, staff recommends the acceptance of the easements from the following abutting property owners on both Main Street and 11th Street:

Property Owners	**Address**	**Line Item**	**Amount to be Paid**
J & S Irrigation LLC	1305 W Main Street	Temporary Construction Easement	$1.00
JG Repairs LLC	1008 W Main Street	Temporary Construction Easement	$1.00
Blue Springs Temple Association Inc.	908 W Main Street	Temporary Construction Easement	$1.00
906 MAIN STREET LLC	906 W Main Street	Temporary Construction Easement	$1.00
906 MAIN STREET LLC	904 W Main Street	Temporary Construction Easement	$1.00
902 MAIN STREET OFFICE LLC	902 W Main Street	Temporary Construction Easement	$1.00
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Arndorfer Development LLC	900 W Main Street	Temporary Construction Easement	$1.00
EIGHT-O-FIVE MAIN CENTRE OWNERS ASSOCIATION INC.	805 W Main Street	Temporary Construction Easement	$1.00
Robert R. Sloan and Misako N. Sloan	803 W Main Street	Temporary Construction Easement	$1.00
Andy L. Minor, and Angela W. Minor	801 W Main Street	Temporary Construction Easement	$1.00
Kelly Sloan	717 W Main Street	Temporary Construction Easement	$1.00
KL Sloan Enterprises Inc.	715 W Main Street	Temporary Construction Easement	$1.00
DWELLINGS BY DESIGN KC LLC	106 NW 9th Street	Temporary Construction Easement	$1.00
Robert M. Watson and Meta M. Watson	712 W Main Street	Temporary Construction Easement	$1.00

TAHAP LLC	709 W Main Street	Temporary Construction Easement	$1.00
2TWENTY2 LLC	704 W Main Street	Temporary Construction Easement	$1.00
U.S. Bank National Association	701 W Main Street	Temporary Construction Easement	$1.00
11TH STREET COMMERCIAL REAL ESTATE, LLC	108 SW 11th Street	Temporary Construction Easement	$1.00
Waan Van Paul	204 SW 11th Street	Temporary Construction Easement	$1.00
D'Arcy Investments LLC	1107 SW Walnut Street	Permanent Construction Easement	$1.00

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

Section 1. The City Administrator is hereby authorized to make payment and accept the Easements (attached hereto as Exhibit A) from property owners abutting the Main Street Improvements Project as follows:

1305 W Main Street – J & S Irrigation LLC

1008 W Main Street – JG Repairs LLC

908 W Main Street – Blue Springs Temple Association Inc.

906 W Main Street – 906 MAIN STREET LLC

904 W Main Street – 906 MAIN STREET LLC

902 W Main Street – 902 MAIN STREET OFFICE LLC

901 W Main Steet – J D TWO LLC

900 W Main Street – Arndorfer Development LLC

805 W Main Street – EIGHT-O-FIVE MAIN CENTRE OWNERS ASSOCIATION INC.

803 W Main Street – Robert R. Sloan and Misako N. Sloan

801 W Main Street – Andy L. Minor, and Angela W. Minor

717 W Main Street – Kelly Sloan

715 W Main Street – KL Sloan Enterprises Inc.

106 NW 9th Street – DWELLINGS BY DESIGN KC LLC

712 W Main Street – Robert M. Watson and Meta M. Watson

709 W Main Street – TAHAP LLC

704 W Main Street – 2TWENTY2 LLC

701 W Main Street – U.S. Bank National Association

108 SW 11th Street – 11TH STREET COMMERCIAL REAL ESTATE, LLC

204 SW 11th Street – Waan Van Paul

1107 SW Walnut Street – D'Arcy Investments LLC

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

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 4th day of May 2026.

CITY OF BLUE SPRINGS

_____

Chris Lievsay, Mayor

ATTEST:

_____

Erin Ford, City Clerk

1st Reading: _____

2nd Reading: _____

EXHIBIT A

BLUE SPRINGS
MISSOURI

MAIN STREET IMPROVEMENTS EASEMENTS

Temporary Construction and Permanent Utility Easements submitted for Mayor and Council Approval – 05/04/2025

Property Owners	Address	Line Item	Amount to be Paid
J & S Irrigation LLC	1305 W Main Street	Temporary Construction Easement	$1.00
JG Repairs LLC	1008 W Main Street	Temporary Construction Easement	$1.00
Blue Springs Temple Association Inc.	908 W Main Street	Temporary Construction Easement	$1.00
906 MAIN STREET LLC	906 W Main Street	Temporary Construction Easement	$1.00
906 MAIN STREET LLC	904 W Main Street	Temporary Construction Easement	$1.00
902 MAIN STREET OFFICE LLC	902 W Main Street	Temporary Construction Easement	$1.00
J D TWO LLC	901 W Main Steet	Temporary Construction Easement	$1.00
Arndorfer Development LLC	900 W Main Street	Temporary Construction Easement	$1.00

EIGHT-O-FIVE MAIN CENTRE OWNERS ASSOCIATION INC.	805 W Main Street	Temporary Construction Easement	$1.00
Robert R. Sloan and Misako N. Sloan	803 W Main Street	Temporary Construction Easement	$1.00
Andy L. Minor, and Angela W. Minor	801 W Main Street	Temporary Construction Easement	$1.00
Kelly Sloan	717 W Main Street	Temporary Construction Easement	$1.00
KL Sloan Enterprises Inc.	715 W Main Street	Temporary Construction Easement	$1.00
DWELLINGS BY DESIGN KC LLC	106 NW 9th Street	Temporary Construction Easement	$1.00
Robert M. Watson and Meta M. Watson	712 W Main Street	Temporary Construction Easement	$1.00
TAHAP LLC	709 W Main Street	Temporary Construction Easement	$1.00
2TWENTY2 LLC	704 W Main Street	Temporary Construction Easement	$1.00
U.S. Bank National Association	701 W Main Street	Temporary Construction Easement	$1.00
11TH STREET COMMERCIAL REAL ESTATE, LLC	108 SW 11th Street	Temporary Construction Easement	$1.00
Waan Van Paul	204 SW 11th Street	Temporary Construction Easement	$1.00
D'Arcy Investments LLC	1107 SW Walnut Street	Permanent Construction Easement	$1.00

TEMPORARY CONSTRUCTION EASEMENT

On the 28 day of January, 2026, J&S Irrigation, L.L.C., a Missouri limited liability company, hereinafter called the GRANTOR, for and in consideration of One Dollar ($1.00) and other valuable consideration received, and the advantages to be gained from the existence of such roadway improvements, public water mains, structures, or conduit and appurtenances thereon, and for good and sufficient consideration, do hereby grant unto the CITY OF BLUE SPRINGS, Missouri, a Municipal Corporation of Jackson County, Missouri, hereinafter called Grantee, whose address is 903 W. Main Street, Blue Springs, MO 64015, a temporary construction easement over, upon, under and through the premises described herein below and right to go upon and use the described portion of GRANTOR'S land to the extent reasonably necessary, and for such time is reasonably necessary for the initial installation and subsequent use of such roadway improvements, public water main and appurtenances upon adjacent property, which such temporary easement shall terminate upon completion and acceptance by GRANTEE of said roadway improvements and water main, said temporary construction easement being described as land laying and being situated in said Jackson County, Missouri, to-wit:

A tract of land described in Exhibit "A" and depicted on the Plat contained in Exhibit "B" both attached hereto and incorporated herein for all purposes.

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances and immunities thereto belonging unto the GRANTEE, its successors and assigns, the GRANTOR hereby covenanting unto the GRANTEE, its successors and assigns as follows:

1. The right of GRANTEE, its agents, servants, employees or independent contractors to go upon said land at any time to excavate or perform other operations for the purposes of removing, maintaining, replacing or repairing said public roadway improvements and water main and all appurtenances incidental thereto.

2. The GRANTOR does hereby covenant with the GRANTEE that GRANTOR is lawfully seized and possessed of the land above described, and a good and lawful right to convey the same, and that it is free from all encumbrances done or suffered by GRANTOR which would interfere with the rights granted hereunder.

3. The GRANTEE agrees to surrender possession of the premises upon the expiration of this temporary easement or any extension thereof, and to leave the premises in substantially the

same or better condition than it was on the date this easement was executed. However, it is understood that grading changes may exist upon completion of the project.

4. The Construction Easement shall begin on the Effective Date and terminate on the earlier to occur of (a) N/A, or (b) the date upon which Grantee completes the construction of the Roadway and Water Line Project.

Scott Darling
J&S Lawn Irrigation

Christine Cates
City of Blue Springs
Christine Cates, City Administrator

ACKNOWLEDGEMENT

STATE OF MISSOURI }
} ss.
COUNTY OF Jackson }

On this 28th day of January, 20 26, before me appeared Scott Darling, to me personally known, who being by me duly sworn, did say he/she is Managing Member of J&S Lawn Irrigation and that said instrument was signed in behalf of said Limited Liability Company, and said Temporary Construction Easement acknowledged said instrument to be the free act and deed of said Limited Liability Company.

IN TESTIMONY WHEREOF, I have herewith set my hand and affixed my notarial seal the day and year first above written.

SAMANTHA LYNN BYRAM
Notary Public - Notary Seal
STATE OF MISSOURI
JACKSON County
My Commission Expires: AUG 21, 2026
Commission # 22180526

Samantha Lynn Byram
Notary Public
My Commission expires Aug. 21, 2026

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:

Part of a tract of land as described in Document No. 2004I00071862 of the Jackson County Records, located in Section 36, Township 49 North, Range 31 West of the 5th P.M. and being more particularly described as follows:

Beginning at a found 1/2" iron rod at the southwest corner of Lot 12, Block 10 of the plat of the Town of Blue Springs as recorded in Plat Book 2, Page 61 of the Jackson County Records, said point also being located at the intersection of the existing north right-of-way of W. Main Street and the existing east right-of-way of NW 14th Street; thence along said existing east right-of-way of NW 14th Street N01°57'54"E 3.00 feet; thence leaving said existing east right-of-way S88°18'51"E 48.99 feet to the east property line of a tract of land as described in Document No. 2004I0071862 of the Jackson County Records; thence along said east property line S01°57'54"W 3.00 feet to the existing north right-of-way of W. Main Street; thence along said existing north right-of-way N88°18'51"W 48.99 feet to the point of beginning containing 147 square feet, the location of which is shown graphically on the attached Exhibit "B".

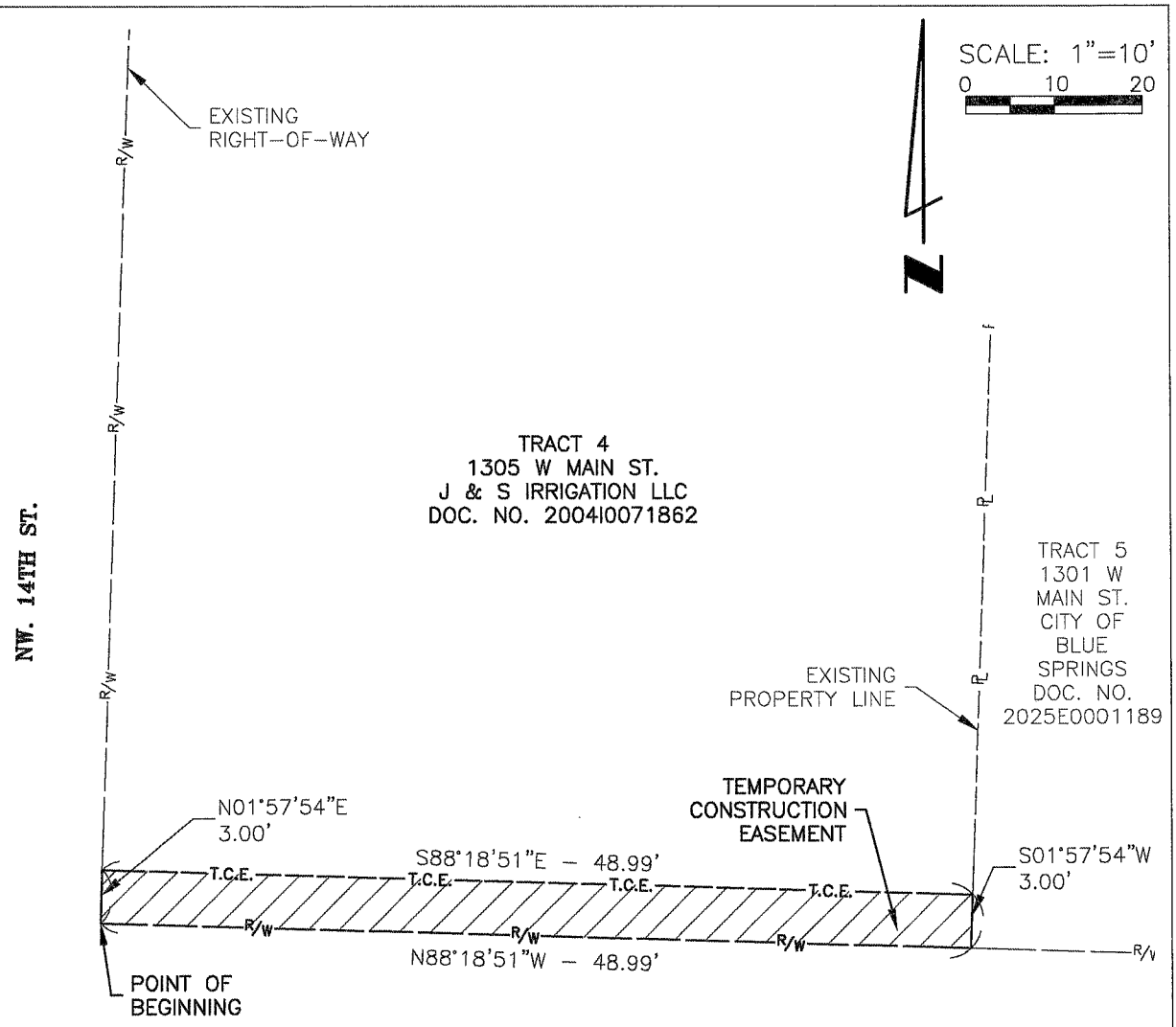


EXHIBIT "B"

INITIALS:

A TRACT OF LAND BEING PART OF DOC. NO. 200410071862
SECTION 36, TOWNSHIP 49 NORTH, RANGE 31 WEST
JACKSON COUNTY, MISSOURI

TEMPORARY CONSTRUCTION EASEMENT

On the 13 day of March, 2026 JG Repairs LLC, a Missouri limited liability company, hereinafter called the GRANTOR, for and in consideration of One Dollar ($1.00) and other valuable consideration received, and the advantages to be gained from the existence of such roadway improvements, public water mains, structures, or conduit and appurtenances thereon, and for good and sufficient consideration, do hereby grant unto the CITY OF BLUE SPRINGS, Missouri, a Municipal Corporation of Jackson County, Missouri, hereinafter called Grantee, whose address is 903 W. Main Street, Blue Springs, MO 64015, a temporary construction easement over, upon, under and through the premises described herein below and right to go upon and use the described portion of GRANTOR'S land to the extent reasonably necessary, and for such time is reasonably necessary for the initial installation and subsequent use of such roadway improvements, public water main and appurtenances upon adjacent property, which such temporary easement shall terminate upon completion and acceptance by GRANTEE of said roadway improvements and water main, said temporary construction easement being described as land laying and being situated in said Jackson County, Missouri, to-wit:

A tract of land described in Exhibit "A" and depicted on the Plat contained in Exhibit "B" both attached hereto and incorporated herein for all purposes.

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances and immunities thereto belonging unto the GRANTEE, its successors and assigns, the GRANTOR hereby covenanting unto the GRANTEE, its successors and assigns as follows:

1. The right of GRANTEE, its agents, servants, employees or independent contractors to go upon said land at any time to excavate or perform other operations for the purposes of removing, maintaining, replacing or repairing said public roadway improvements and water main and all appurtenances incidental thereto.

2. The GRANTOR does hereby covenant with the GRANTEE that GRANTOR is lawfully seized and possessed of the land above described, and a good and lawful right to convey the same, and that it is free from all encumbrances done or suffered by GRANTOR which would interfere with the rights granted hereunder.

3. The GRANTEE agrees to surrender possession of the premises upon the expiration of this temporary easement or any extension thereof, and to leave the premises in substantially the

same or better condition than it was on the date this easement was executed. However, it is understood that grading changes may exist upon completion of the project.

4. The Construction Easement shall begin on the Effective Date and terminate on the earlier to occur of (a) N/A, or (b) the date upon which Grantee completes the construction of the Roadway and Water Line Project.

Christine Cates

City of Blue Springs
Christine Cates, City Administrator

ACKNOWLEDGEMENT

STATE OF MISSOURI }
} ss.
COUNTY OF }

On this 13th day of March, 2026, before me appeared Eugene Haynes, to me personally known, who being by me duly sworn, did say he/she is Managing Member of JG Repairs LLC and that said instrument was signed in behalf of said Limited Liability Company, and said Member/Owner acknowledged said instrument to be the free act and deed of said Limited Liability Company.

IN TESTIMONY WHEREOF, I have herewith set my hand and affixed my notarial seal the day and year first above written.

Megan Rodgers
Notary Public
My Commission expires 10/29/2026

MEGAN RODGERS
NOTARY PUBLIC - STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES: 10/29/2026
COMMISSION# 18919561

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:

Part of a tract of land as described in Document No. 2022E0035004 of the Jackson County Records, located in Section 36, Township 49 North, Range 31 West of the 5th P.M. and being more particularly described as follows:

Commencing at a found 1/2" iron rod at the southwest corner of Lot 12, Block 10 of the plat of the Town of Blue Springs as recorded in Plat Book 2, Page 61 of the Jackson County Records; thence S85°01'36"E 789.70 feet to the centerline of W. Main Street; thence leaving said centerline S02°09'24"W 40.00 feet to a point at the intersection of the existing south right-of-way of W. Main Street and the existing east right-of-way of SW 11th Street, said point being the point of beginning of the tract of land herein described; thence along said existing south right-of-way of W. Main Street S87°50'36"E 6.00 feet; thence leaving said existing south right-of-way S01°54'29"W 105.44 feet to the existing north right-of-way of an Alley; thence along said existing north right-of-way N88°05'28"W 6.00 feet to the existing east right-of-way of SW 11th Street; thence leaving said existing north right-of-way along said existing east right-of-way N01°54'29"E 105.47 feet to the point of beginning containing 633 square feet, the location of which is shown graphically on the attached Exhibit "B".

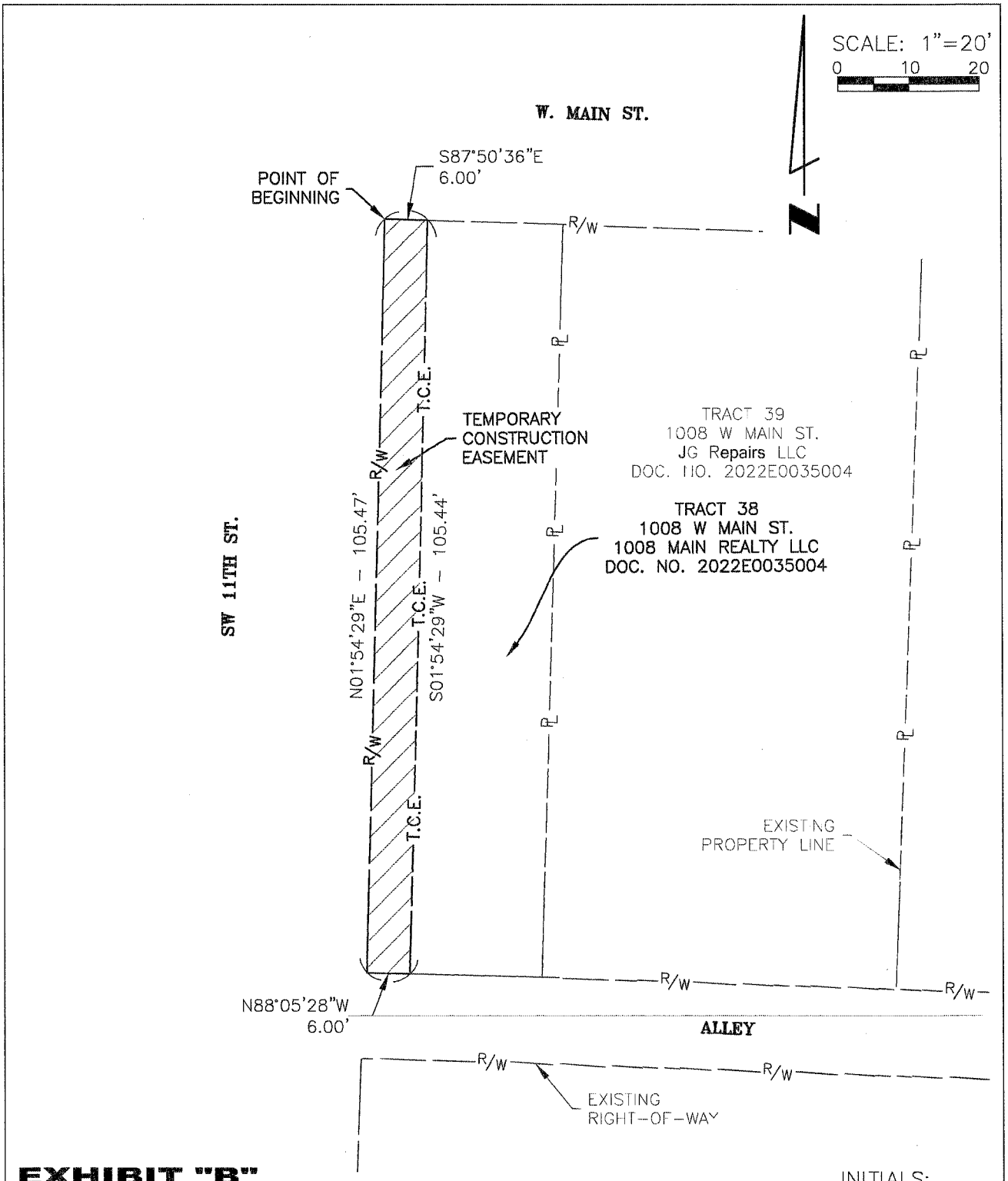


EXHIBIT "B"

INITIALS:

A TRACT OF LAND BEING PART OF DOC. NO. 2022E0035004
SECTION 36, TOWNSHIP 49 NORTH, RANGE 31 WEST
JACKSON COUNTY, MISSOURI

TEMPORARY CONSTRUCTION EASEMENT

On the 30th day of January, 2026, 906 MAIN STREET LLC, a Missouri limited liability company, hereinafter called the GRANTOR, for and in consideration of One Dollar ($1.00) and other valuable consideration received, and the advantages to be gained from the existence of such roadway improvements, public water mains, structures, or conduit and appurtenances thereon, and for good and sufficient consideration, do hereby grant unto the CITY OF BLUE SPRINGS, Missouri, a Municipal Corporation of Jackson County, Missouri, hereinafter called Grantee, whose address is 903 W. Main Street, Blue Springs, MO 64015, a temporary construction easement over, upon, under and through the premises described herein below and right to go upon and use the described portion of GRANTOR'S land to the extent reasonably necessary, and for such time is reasonably necessary for the initial installation and subsequent use of such roadway improvements, public water main and appurtenances upon adjacent property, which such temporary easement shall terminate upon completion and acceptance by GRANTEE of said roadway improvements and water main, said temporary construction easement being described as land laying and being situated in said Jackson County, Missouri, to-wit:

A tract of land described in Exhibit "A" and depicted on the Plat contained in Exhibit "B" both attached hereto and incorporated herein for all purposes.

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances and immunities thereto belonging unto the GRANTEE, its successors and assigns, the GRANTOR hereby covenanting unto the GRANTEE, its successors and assigns as follows:

1. The right of GRANTEE, its agents, servants, employees or independent contractors to go upon said land at any time to excavate or perform other operations for the purposes of removing, maintaining, replacing or repairing said public roadway improvements and water main and all appurtenances incidental thereto.

2. The GRANTOR does hereby covenant with the GRANTEE that GRANTOR is lawfully seized and possessed of the land above described, and a good and lawful right to convey the same, and that it is free from all encumbrances done or suffered by GRANTOR which would interfere with the rights granted hereunder.

3. The GRANTEE agrees to surrender possession of the premises upon the expiration of this temporary easement or any extension thereof, and to leave the premises in substantially the

TEMPORARY CONSTRUCTION EASEMENT

On the 1 day of May, 2026, Blue Springs Temple Association Inc., a Missouri corporation, hereinafter called the GRANTOR, for and in consideration of One Dollar ($1.00) and other valuable consideration received, and the advantages to be gained from the existence of such roadway improvements, public water mains, structures, or conduit and appurtenances thereon, and for good and sufficient consideration, do hereby grant unto the CITY OF BLUE SPRINGS, Missouri, a Municipal Corporation of Jackson County, Missouri, hereinafter called Grantee, whose address is 903 W. Main Street, Blue Springs, MO 64015, a temporary construction easement over, upon, under and through the premises described herein below and right to go upon and use the described portion of GRANTOR'S land to the extent reasonably necessary, and for such time is reasonably necessary for the initial installation and subsequent use of such roadway improvements, public water main and appurtenances upon adjacent property, which such temporary easement shall terminate upon completion and acceptance by GRANTEE of said roadway improvements and water main, said temporary construction easement being described as land laying and being situated in said Jackson County, Missouri, to-wit:

A tract of land described in Exhibit "A" and depicted on the Plat contained in Exhibit "B" both attached hereto and incorporated herein for all purposes.

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances and immunities thereto belonging unto the GRANTEE, its successors and assigns, the GRANTOR hereby covenanting unto the GRANTEE, its successors and assigns as follows:

1. The right of GRANTEE, its agents, servants, employees or independent contractors to go upon said land at any time to excavate or perform other operations for the purposes of removing, maintaining, replacing or repairing said public roadway improvements and water main and all appurtenances incidental thereto.

2. The GRANTOR does hereby covenant with the GRANTEE that GRANTOR is lawfully seized and possessed of the land above described, and a good and lawful right to convey the same, and that it is free from all encumbrances done or suffered by GRANTOR which would interfere with the rights granted hereunder.

3. The GRANTEE agrees to surrender possession of the premises upon the expiration of this temporary easement or any extension thereof, and to leave the premises in substantially the

same or better condition than it was on the date this easement was executed. However, it is understood that grading changes may exist upon completion of the project.

4. The Construction Easement shall begin on the Effective Date and terminate on the earlier to occur of (a) May 1, 2027, or (b) the date upon which Grantee completes the construction of the Roadway and Water Line Project.

By: Travis Pirtle
Title: President

City of Blue Springs
Christine Cates, City Administrator

ACKNOWLEDGEMENT

State of Missouri)
) ss
County of Jackson)

On this 1st day of May, 20 26, before me personally appeared Travis Pirtle to me personally known, who, being by me duly sworn, did say that he/she is the President of a Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the Corporate Seal of said corporation and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said President acknowledged said instrument to be the free act and deed of said corporation.

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

Notary Public
My term expires: 10/29/2026

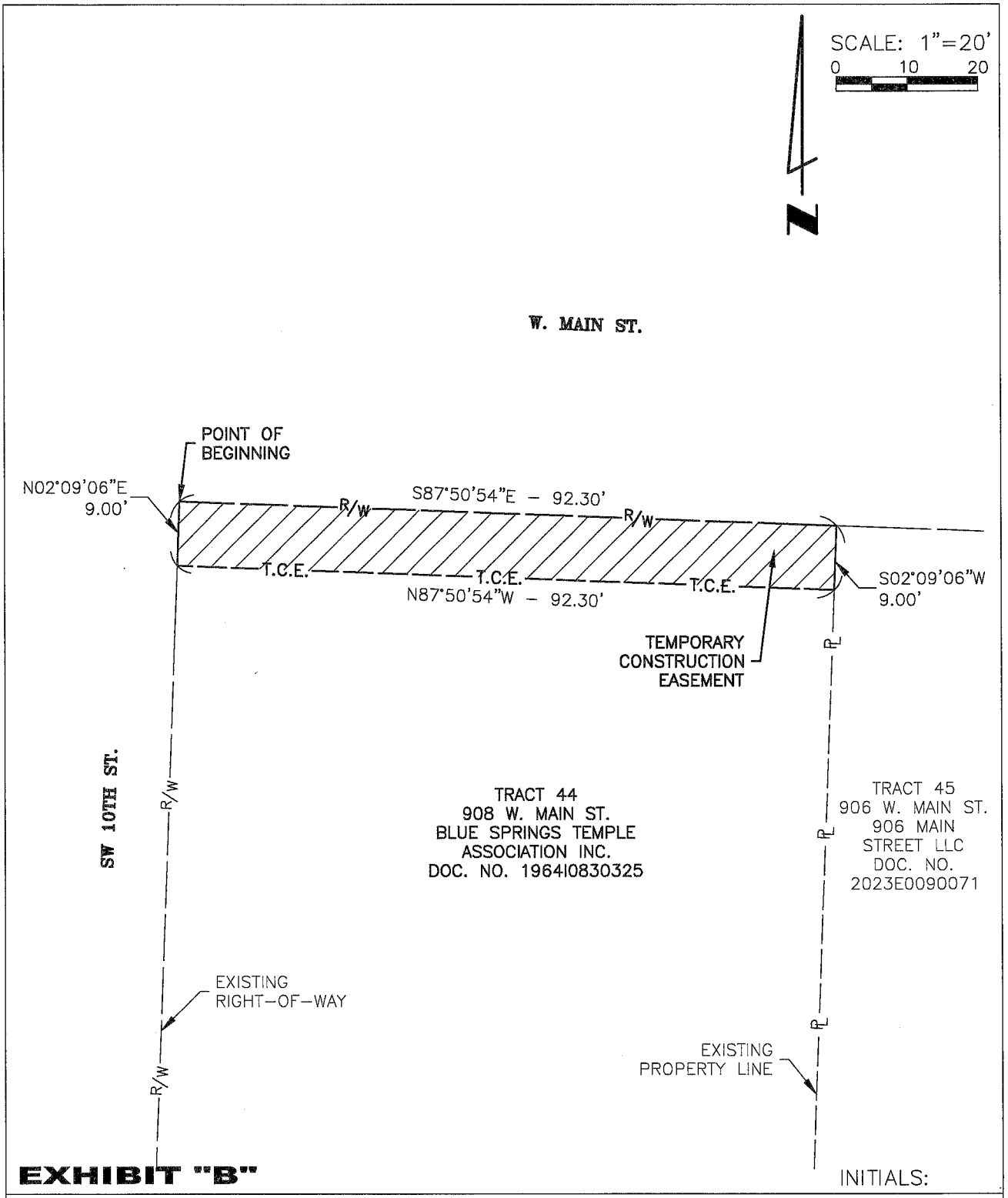
MEGAN RODGERS
NOTARY PUBLIC - STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES: 10/29/2026
COMMISSION# 18919561

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:

Part of a tract of land as described in Document No. 1964I083025 of the Jackson County Records, located in Section 31, Township 49 North, Range 30 West of the 5th P.M. and being more particularly described as follows:

Commencing at a found 1/2" iron rod at the southwest corner of Lot 12, Block 10 of the plat of the Town of Blue Springs as recorded in Plat Book 2, Page 61 of the Jackson County Records; thence S85°46'33"E 1,075.66 feet to the centerline of W. Main Street; thence leaving said centerline S02°09'24"W 35.77 feet to a point at the intersection of the existing south right-of-way of W. Main Street and the existing east right-of-way of SW 10th Street, said point being the point of beginning of the tract of land herein described; thence along said existing south right-of-way of W. Main Street S87°50'54"E 92.30 feet to the east property line of a tract of land as described in Document No. 1964I083025 of the Jackson County Records; thence leaving said existing south right-of-way along said east property line S02°09'06"W 9.00 feet; thence leaving said east property line N87°50'54"W 92.30 feet to the existing east right-of-way of SW 10th Street; thence along said existing east right-of-way N02°09'06"E 9.00 feet to the point of beginning containing 831 square feet, the location of which is shown graphically on the attached Exhibit "B".



A TRACT OF LAND BEING PART OF DOC. NO. 196410830325 SECTION 31, TOWNSHIP 49 NORTH, RANGE 30 WEST JACKSON COUNTY, MISSOURI

same or better condition than it was on the date this easement was executed. However, it is understood that grading changes may exist upon completion of the project.

4. The Construction Easement shall begin on the Effective Date and terminate on the earlier to occur of (a) N/A, or (b) the date upon which Grantee completes the construction of the Roadway and Water Line Project.

Gailen Snyder

Christine Cates

City of Blue Springs
christine cates, city Administrator

ACKNOWLEDGEMENT

STATE OF MISSOURI }
} ss.
COUNTY OF Jackson . }

On this 30 day of January, 2026, before me appeared Gailen Snyder, to me personally known, who being by me duly sworn, did say he/she is Managing Member of 906 Main Street LLC and that said instrument was signed in behalf of said Limited Liability Company, and said member acknowledged said instrument to be the free act and deed of said Limited Liability Company.

IN TESTIMONY WHEREOF, I have herewith set my hand and affixed my notarial seal the day and year first above written.

CHRISTINE O'DWYER
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 23182162
My Commission Expires 06-20-2027

Christine O'Dwyer

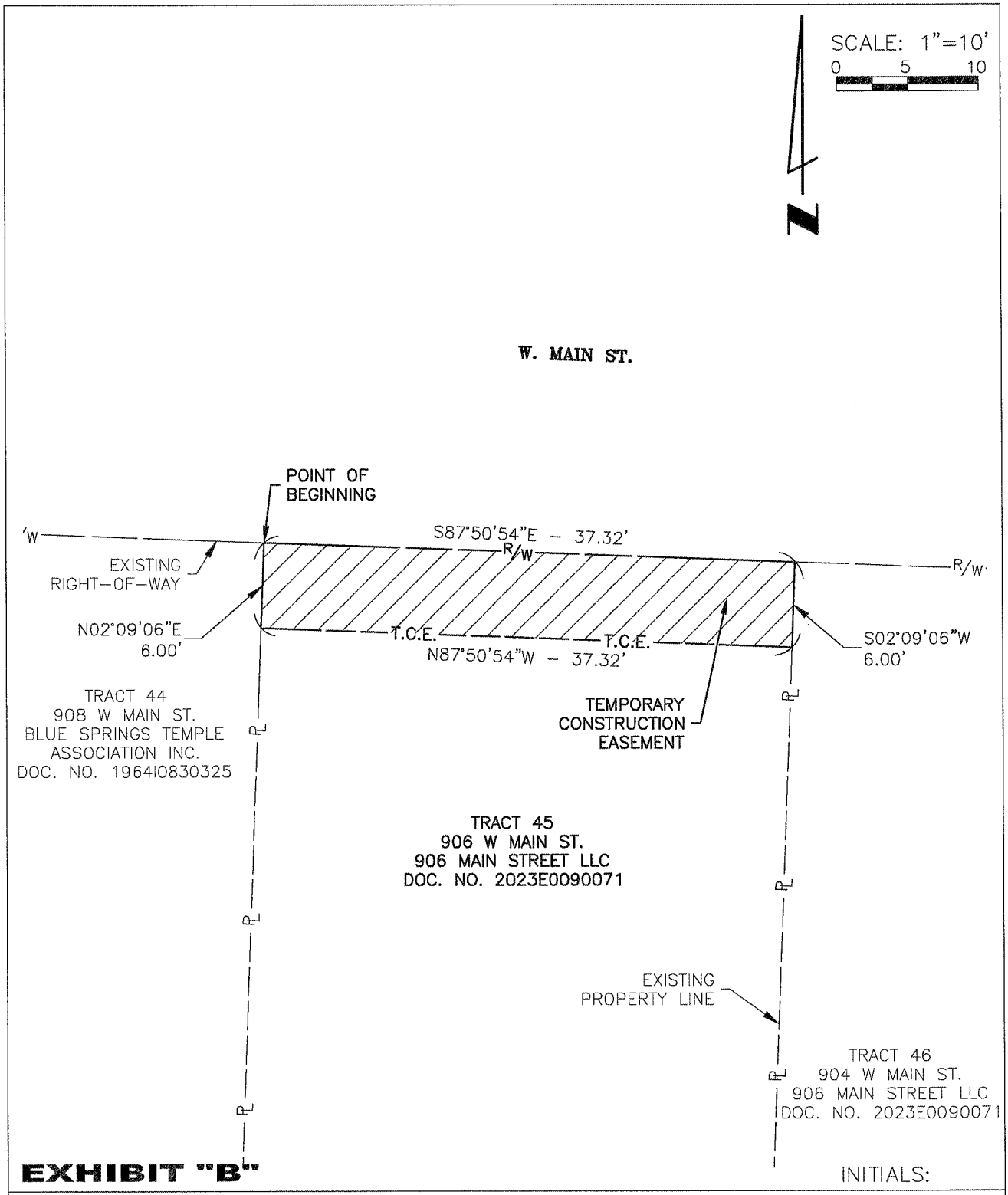
Notary Public
My Commission expires 06-20-2027

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:

Part of a tract of land as described in Document No. 2023E0090071 of the Jackson County Records, located in Section 31, Township 49 North, Range 30 West of the 5th P.M. and being more particularly described as follows:

Commencing at a found 1/2" iron rod at the southwest corner of Lot 12, Block 10 of the plat of the Town of Blue Springs as recorded in Plat Book 2, Page 61 of the Jackson County Records; thence S85°56'21"E 1,167.91 feet to the centerline of W. Main Street; thence leaving said centerline S02°09'24"W 35.76 feet to a point in the existing south right-of-way of W. Main Street, said point being the point of beginning of the tract of land herein described; thence along said existing south right-of-way S87°50'54"E 37.32 feet to the east property line of the first described tract of land as described in Document No. 2023E0090071 of the Jackson County Records; thence leaving said existing south right-of-way along said east property line S02°09'06"W 6.00 feet; thence leaving said east property line N87°50'54"W 37.32 feet to the west property line of said tract; thence along said west property line N02°09'06"E 6.00 feet to the point of beginning containing 224 square feet, the location of which is shown graphically on the attached Exhibit "B".



A TRACT OF LAND BEING PART OF DOC. NO. 2023E0090071 SECTION 31, TOWNSHIP 49 NORTH, RANGE 30 WEST JACKSON COUNTY, MISSOURI

TEMPORARY CONSTRUCTION EASEMENT

On the 30th day of January, 2026, 906 MAIN STREET LLC, a Missouri limited liability company, hereinafter called the GRANTOR, for and in consideration of One Dollar ($1.00) and other valuable consideration received, and the advantages to be gained from the existence of such roadway improvements, public water mains, structures, or conduit and appurtenances thereon, and for good and sufficient consideration, do hereby grant unto the CITY OF BLUE SPRINGS, Missouri, a Municipal Corporation of Jackson County, Missouri, hereinafter called Grantee, whose address is 903 W. Main Street, Blue Springs, MO 64015, a temporary construction easement over, upon, under and through the premises described herein below and right to go upon and use the described portion of GRANTOR'S land to the extent reasonably necessary, and for such time is reasonably necessary for the initial installation and subsequent use of such roadway improvements, public water main and appurtenances upon adjacent property, which such temporary easement shall terminate upon completion and acceptance by GRANTEE of said roadway improvements and water main, said temporary construction easement being described as land laying and being situated in said Jackson County, Missouri, to-wit:

A tract of land described in Exhibit "A" and depicted on the Plat contained in Exhibit "B" both attached hereto and incorporated herein for all purposes.

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances and immunities thereto belonging unto the GRANTEE, its successors and assigns, the GRANTOR hereby covenanting unto the GRANTEE, its successors and assigns as follows:

1. The right of GRANTEE, its agents, servants, employees or independent contractors to go upon said land at any time to excavate or perform other operations for the purposes of removing, maintaining, replacing or repairing said public roadway improvements and water main and all appurtenances incidental thereto.

2. The GRANTOR does hereby covenant with the GRANTEE that GRANTOR is lawfully seized and possessed of the land above described, and a good and lawful right to convey the same, and that it is free from all encumbrances done or suffered by GRANTOR which would interfere with the rights granted hereunder.

3. The GRANTEE agrees to surrender possession of the premises upon the expiration of this temporary easement or any extension thereof, and to leave the premises in substantially the

same or better condition than it was on the date this easement was executed. However, it is understood that grading changes may exist upon completion of the project.

4. The Construction Easement shall begin on the Effective Date and terminate on the earlier to occur of (a) N/A, or (b) the date upon which Grantee completes the construction of the Roadway and Water Line Project.

Christine Cates

City of Blue Springs
christine cates, City Administrator

ACKNOWLEDGEMENT

STATE OF MISSOURI }
} ss.
COUNTY OF Jackson }

On this 30 day of January, 2026, before me appeared Gaiken Snypher, to me personally known, who being by me duly sworn, did say he/she is Managing Member of 906 Main Street LLC and that said instrument was signed in behalf of said Limited Liability Company, and said member acknowledged said instrument to be the free act and deed of said Limited Liability Company.

IN TESTIMONY WHEREOF, I have herewith set my hand and affixed my notarial seal the day and year first above written.

CHRISTINE O'DWYER
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 23182162
My Commission Expires 06-20-2027

Notary Public
My Commission expires 06-20-2027

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:

Part of a tract of land as described in Document No. 2023E0090071 of the Jackson County Records, located in Section 31, Township 49 North, Range 30 West of the 5th P.M. and being more particularly described as follows:

Commencing at a found 1/2" iron rod at the southwest corner of Lot 12, Block 10 of the plat of the Town of Blue Springs as recorded in Plat Book 2, Page 61 of the Jackson County Records; thence S85°59'53"E 1,205.21 feet to the centerline of W. Main Street; thence leaving said centerline S02°09'24"W 35.76 feet to a point in the existing south right-of-way of W. Main Street, said point being the point of beginning of the tract of land herein described; thence along said existing south right-of-way S87°50'54"E 42.00 feet to the east property line of the second described tract of land as described in Document No. 2023E0090071 of the Jackson County Records; thence leaving said existing south right-of-way along said east property line S02°09'06"W 6.00 feet; thence leaving said east property line N87°50'54"W 42.00 feet to the west property line of said tract; thence along said west property line N02°09'06"E 6.00 feet to the point of beginning containing 252 square feet, the location of which is shown graphically on the attached Exhibit "B".

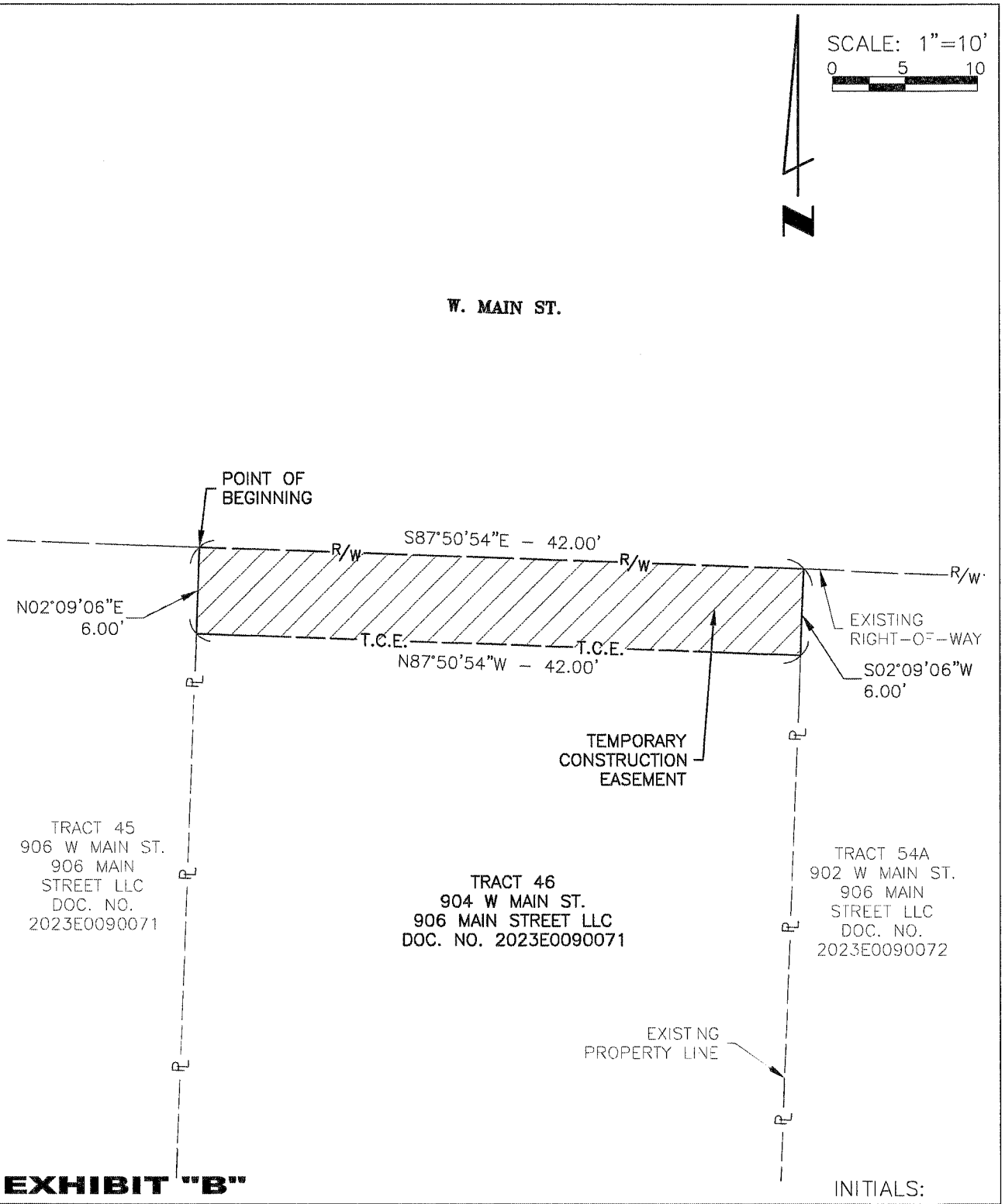


EXHIBIT "B"

INITIALS:

A TRACT OF LAND BEING PART OF DOC. NO. 2023E0090071
SECTION 31, TOWNSHIP 49 NORTH, RANGE 30 WEST
JACKSON COUNTY, MISSOURI

TEMPORARY CONSTRUCTION EASEMENT

On the 30th day of January, 2026, 902 MAIN STREET OFFICE LLC, a Missouri limited liability company, hereinafter called the GRANTOR, for and in consideration of One Dollar ($1.00) and other valuable consideration received, and the advantages to be gained from the existence of such roadway improvements, public water mains, structures, or conduit and appurtenances thereon, and for good and sufficient consideration, do hereby grant unto the CITY OF BLUE SPRINGS, Missouri, a Municipal Corporation of Jackson County, Missouri, hereinafter called Grantee, whose address is 903 W. Main Street, Blue Springs, MO 64015, a temporary construction easement over, upon, under and through the premises described herein below and right to go upon and use the described portion of GRANTOR'S land to the extent reasonably necessary, and for such time is reasonably necessary for the initial installation and subsequent use of such roadway improvements, public water main and appurtenances upon adjacent property, which such temporary easement shall terminate upon completion and acceptance by GRANTEE of said roadway improvements and water main, said temporary construction easement being described as land laying and being situated in said Jackson County, Missouri, to-wit:

A tract of land described in Exhibit "A" and depicted on the Plat contained in Exhibit "B" both attached hereto and incorporated herein for all purposes.

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances and immunities thereto belonging unto the GRANTEE, its successors and assigns, the GRANTOR hereby covenanting unto the GRANTEE, its successors and assigns as follows:

1. The right of GRANTEE, its agents, servants, employees or independent contractors to go upon said land at any time to excavate or perform other operations for the purposes of removing, maintaining, replacing or repairing said public roadway improvements and water main and all appurtenances incidental thereto.

2. The GRANTOR does hereby covenant with the GRANTEE that GRANTOR is lawfully seized and possessed of the land above described, and a good and lawful right to convey the same, and that it is free from all encumbrances done or suffered by GRANTOR which would interfere with the rights granted hereunder.

3. The GRANTEE agrees to surrender possession of the premises upon the expiration of this temporary easement or any extension thereof, and to leave the premises in substantially the

same or better condition than it was on the date this easement was executed. However, it is understood that grading changes may exist upon completion of the project.

4. The Construction Easement shall begin on the Effective Date and terminate on the earlier to occur of (a) N/A, or (b) the date upon which Grantee completes the construction of the Roadway and Water Line Project.

Gailen A Snyder

Christine Cates

City of Blue Springs
Christine Cates, City Administrator

ACKNOWLEDGEMENT

State of Missouri)
) ss
County of Jackson)

On this 30 day of January, 20 26, before me appeared Gailen Snyder, to me personally known, who being by me duly sworn, did say he/she is Managing Member of 902 main street office llc and that said instrument was signed in behalf of said Limited Liability Company, and said Member acknowledged said instrument to be the free act and deed of said Limited Liability Company.

IN TESTIMONY WHEREOF, I have herewith set my hand and affixed my notarial seal the day and year first above written.

CHRISTINE O'DWYER
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 23182162
My Commission Expires 06-20-2027

Christine O'Dwyer

Notary Public
My term expires: 06-20-2027

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:

Part of a tract of land as described in Document No. 2023E0090072 of the Jackson County Records, located in Section 31, Township 49 North, Range 30 West of the 5th P.M. and being more particularly described as follows:

Commencing at a found 1/2" iron rod at the southwest corner of Lot 12, Block 10 of the plat of the Town of Blue Springs as recorded in Plat Book 2, Page 61 of the Jackson County Records; thence S86°03'37"E 1,247.19 feet to the centerline of W. Main Street; thence leaving said centerline S02°09'24"W 35.76 feet to a point in the existing south right-of-way of W. Main Street, said point being the point of beginning of the tract of land herein described; thence along said existing south right-of-way of W. Main Street S87°50'54"E 72.00 feet to the east property line of a tract of land as described in Document No. 2023E00900972 of the Jackson County Records; thence leaving said existing south right-of-way along said east property line S02°09'06"W 6.00 feet; thence leaving said east property line N87°50'54"W 72.00 feet to the west property line of said tract; thence along said west property line N02°09'06"E 6.00 feet to the point of beginning containing 432 square feet, the location of which is shown graphically on the attached Exhibit "B".

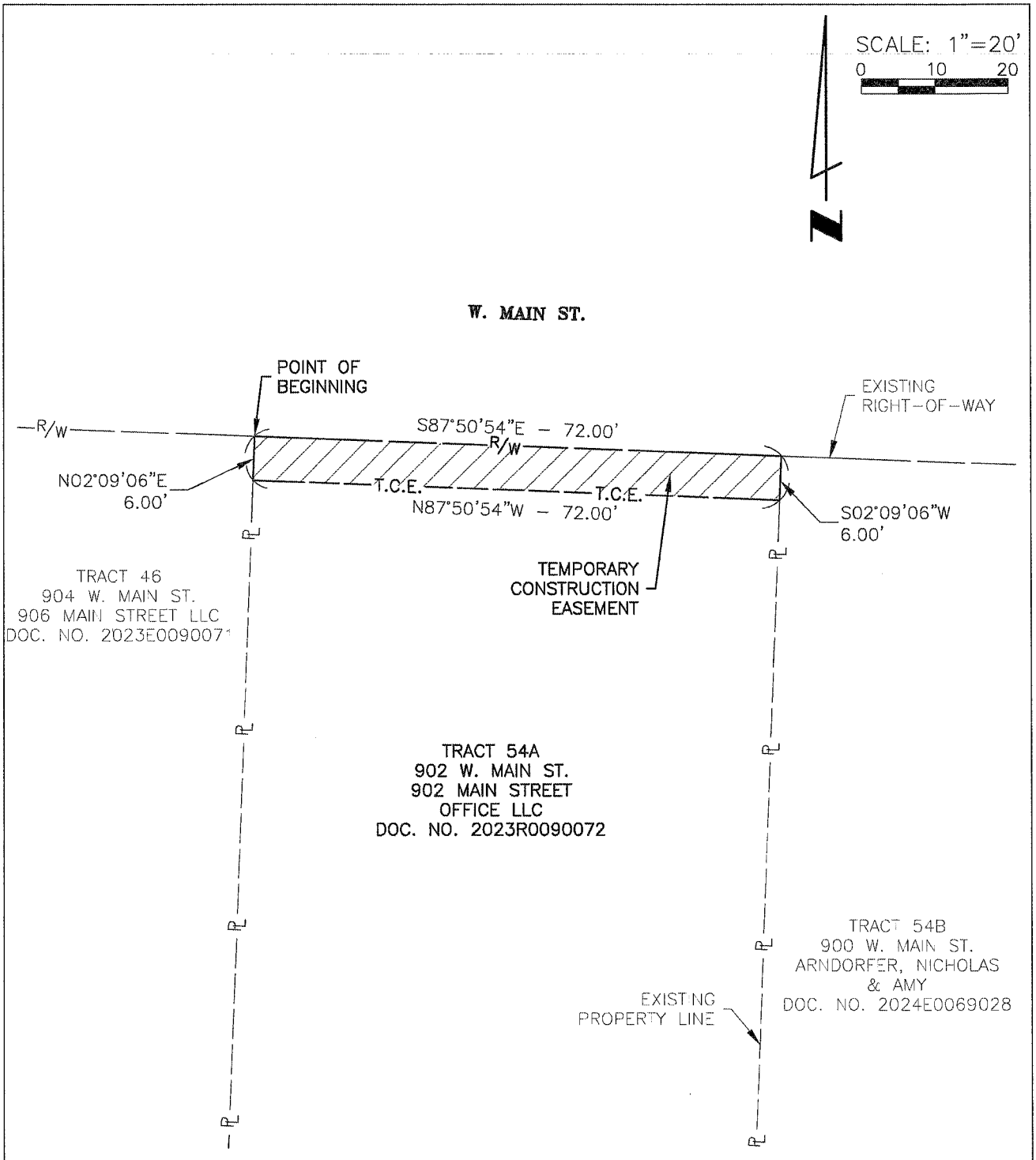


EXHIBIT "B"

INITIALS:

A TRACT OF LAND BEING PART OF DOC. NO. 2023E0090072
SECTION 31, TOWNSHIP 49 NORTH, RANGE 30 WEST
JACKSON COUNTY, MISSOURI

TEMPORARY CONSTRUCTION EASEMENT

On the 9 day of January, 2026 J D TWO LLC, a Missouri limited liability company, hereinafter called the GRANTOR, for and in consideration of One Dollar ($1.00) and other valuable consideration received, and the advantages to be gained from the existence of such roadway improvements, public water mains, structures, or conduit and appurtenances thereon, and for good and sufficient consideration, do hereby grant unto the CITY OF BLUE SPRINGS, Missouri, a Municipal Corporation of Jackson County, Missouri, hereinafter called Grantee, whose address is 903 W. Main Street, Blue Springs, MO 64015, a temporary construction easement over, upon, under and through the premises described herein below and right to go upon and use the described portion of GRANTOR'S land to the extent reasonably necessary, and for such time is reasonably necessary for the initial installation and subsequent use of such roadway improvements, public water main and appurtenances upon adjacent property, which such temporary easement shall terminate upon completion and acceptance by GRANTEE of said roadway improvements and water main, said temporary construction easement being described as land laying and being situated in said Jackson County, Missouri, to-wit:

A tract of land described in Exhibit "A" and depicted on the Plat contained in Exhibit "B" both attached hereto and incorporated herein for all purposes.

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances and immunities thereto belonging unto the GRANTEE, its successors and assigns, the GRANTOR hereby covenanting unto the GRANTEE, its successors and assigns as follows:

1. The right of GRANTEE, its agents, servants, employees or independent contractors to go upon said land at any time to excavate or perform other operations for the purposes of removing, maintaining, replacing or repairing said public roadway improvements and water main and all appurtenances incidental thereto.

2. The GRANTOR does hereby covenant with the GRANTEE that GRANTOR is lawfully seized and possessed of the land above described, and a good and lawful right to convey the same, and that it is free from all encumbrances done or suffered by GRANTOR which would interfere with the rights granted hereunder.

3. The GRANTEE agrees to surrender possession of the premises upon the expiration of this temporary easement or any extension thereof, and to leave the premises in substantially the

same or better condition than it was on the date this easement was executed. However, it is understood that grading changes may exist upon completion of the project.

4. The Construction Easement shall begin on the Effective Date and terminate on the earlier to occur of (a) N/A, or (b) the date upon which Grantee completes the construction of the Roadway and Water Line Project.

James M Evans

Christine Cates
City of Blue Springs
Christine Cates, City Administrator

ACKNOWLEDGEMENT

STATE OF MISSOURI }
} ss.
COUNTY OF Jackson }

On this 9 day of January, 2026, before me appeared James M Evans, to me personally known, who being by me duly sworn, did say he/~~she~~ is Managing Member of JD Two LLC and that said instrument was signed in behalf of said Limited Liability Company, and said James Evans / President acknowledged said instrument to be the free act and deed of said Limited Liability Company.

IN TESTIMONY WHEREOF, I have herewith set my hand and affixed my notarial seal the day and year first above written.

CHRISTINE O'DWYER
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 23182162
My Commission Expires 06-20-2027

Notary Public
My Commission expires 06-20-2027

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:

Part of a tract of land as described in Document No. 2006E0068135 of the Jackson County Records, located in Section 31, Township 49 North, Range 30 West of the 5th P.M. and being more particularly described as follows:

Commencing at a found 1/2" iron rod at the southwest corner of Lot 12, Block 10 of the plat of the Town of Blue Springs as recorded in Plat Book 2, Page 61 of the Jackson County Records; thence S86°09'55"E 1,325.33 feet to the centerline of W. Main Street; thence leaving said centerline N02°09'24"E 35.41 feet to a point in the existing north right-of-way of W. Main Street, said point being the point of beginning of the tract of land herein described; thence leaving said existing north right-of-way along the west property line of a tract of land as described in Document No. 2006E0068135 of the Jackson County Records N01°51'54"E 1.00 feet; thence leaving said west property line S87°42'05"E 72.00 feet to the east property line of said tract; thence along said east property line S01°51'54"W 1.00 feet to the existing north right-of-way of W Main Street; thence along said existing north right-of-way N87°42'05"W 72.00 feet to the point of beginning containing 72 square feet, the location of which is shown graphically on the attached Exhibit "B".

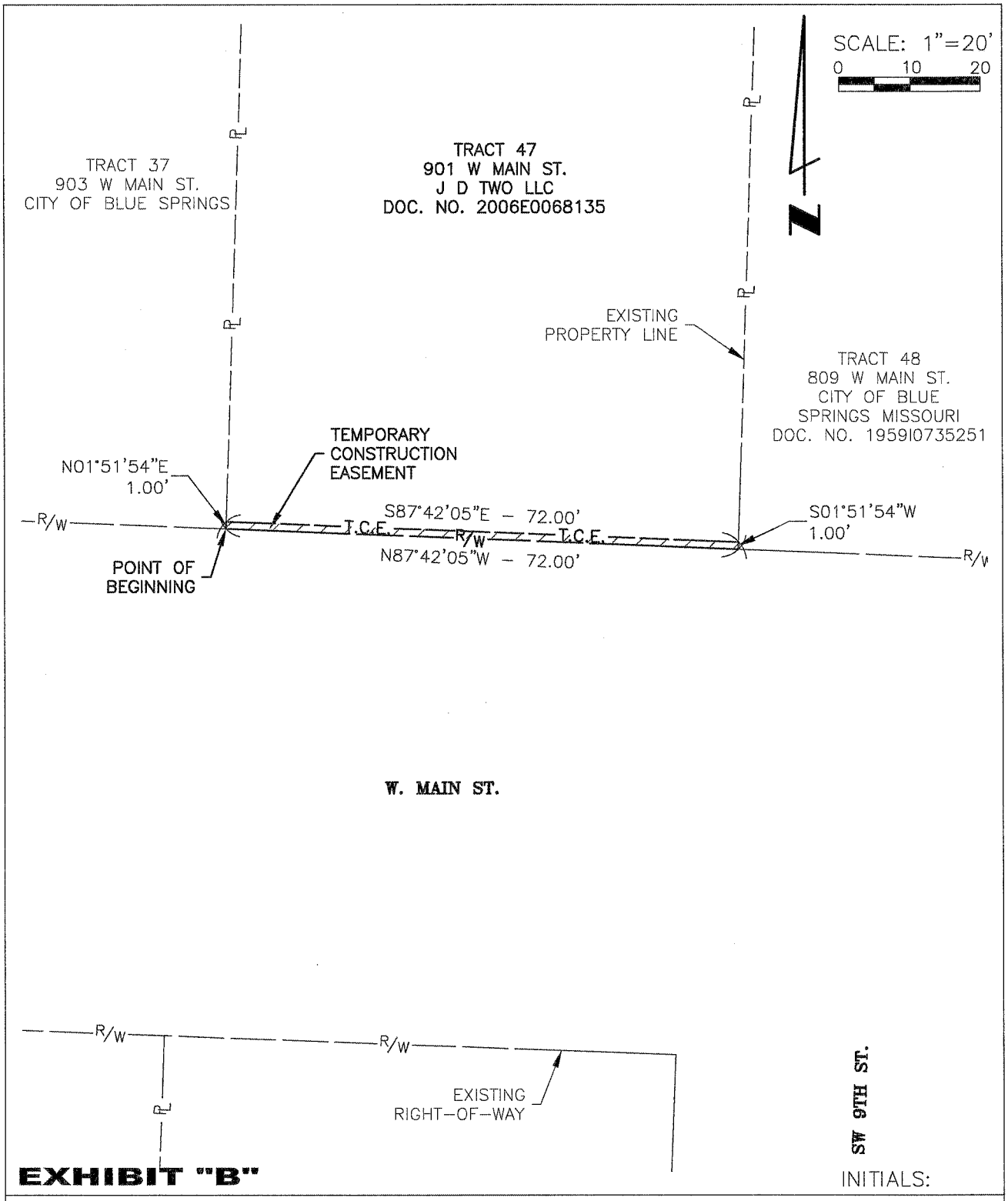


EXHIBIT "B"

INITIALS:

A TRACT OF LAND BEING PART OF DOC. NO. 2006E0068135 SECTION 31, TOWNSHIP 49 NORTH, RANGE 30 WEST JACKSON COUNTY, MISSOURI

TEMPORARY CONSTRUCTION EASEMENT

On the 3 day of February, 2026 EIGHT-O-FIVE MAIN CENTRE OWNERS ASSOCIATION INC., a Missouri not-for-profit corporation, hereinafter called the GRANTOR, for and in consideration of One Dollar ($1.00) and other valuable consideration received, and the advantages to be gained from the existence of such roadway improvements, public water mains, structures, or conduit and appurtenances thereon, and for good and sufficient consideration, do hereby grant unto the CITY OF BLUE SPRINGS, Missouri, a Municipal Corporation of Jackson County, Missouri, hereinafter called Grantee, whose address is 903 W. Main Street, Blue Springs, MO 64015, a temporary construction easement over, upon, under and through the premises described herein below and right to go upon and use the described portion of GRANTOR'S land to the extent reasonably necessary, and for such time is reasonably necessary for the initial installation and subsequent use of such roadway improvements, public water main and appurtenances upon adjacent property, which such temporary easement shall terminate upon completion and acceptance by GRANTEE of said roadway improvements and water main, said temporary construction easement being described as land laying and being situated in said Jackson County, Missouri, to-wit:

A tract of land described in Exhibit "A" and depicted on the Plat contained in Exhibit "B" both attached hereto and incorporated herein for all purposes.

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances and immunities thereto belonging unto the GRANTEE, its successors and assigns, the GRANTOR hereby covenanting unto the GRANTEE, its successors and assigns as follows:

1. The right of GRANTEE, its agents, servants, employees or independent contractors to go upon said land at any time to excavate or perform other operations for the purposes of removing, maintaining, replacing or repairing said public roadway improvements and water main and all appurtenances incidental thereto.

2. The GRANTOR does hereby covenant with the GRANTEE that GRANTOR is lawfully seized and possessed of the land above described, and a good and lawful right to convey the same, and that it is free from all encumbrances done or suffered by GRANTOR which would interfere with the rights granted hereunder.

3. The GRANTEE agrees to surrender possession of the premises upon the expiration of this temporary easement or any extension thereof, and to leave the premises in substantially the

same or better condition than it was on the date this easement was executed. However, it is understood that grading changes may exist upon completion of the project.

4. The Construction Easement shall begin on the Effective Date and terminate on the earlier to occur of (a) N/A, or (b) the date upon which Grantee completes the construction of the Roadway and Water Line Project.

Christine Cates

City of Blue Springs
Christine Cates, City Administrator

ACKNOWLEDGEMENT

State of Missouri)
) ss
County of Jackson)

On this 3rd day of February, 20 26, before me personally appeared Jacob Greco to me personally known, who, being by me duly sworn, did say that he/she is the member of a Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the Corporate Seal of said corporation and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said member acknowledged said instrument to be the free act and deed of said corporation.

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

Megan Rodgers
Notary Public
My term expires: 10/29/2026

MEGAN RODGERS
NOTARY PUBLIC - STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES: 10/29/2026
COMMISSION# 18919561

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:

Part of a tract of land as described in Document No. 1987I0758281 of the Jackson County Records, located in Section 31, Township 49 North, Range 30 West of the 5th P.M. and being more particularly described as follows:

Commencing at a found 1/2" iron rod at the southwest corner of Lot 12, Block 10 of the plat of the Town of Blue Springs as recorded in Plat Book 2, Page 61 of the Jackson County Records; thence S86°19'21"E 1,462.28 feet to the centerline of W. Main Street; thence leaving said centerline N02°09'24"E 35.07 feet to a point in the existing north right-of-way of W. Main Street, said point being the point of beginning of the tract of land herein described; thence leaving said existing north right-of-way along the west property line of a tract of land as described in Document No. 1987I0758281 of the Jackson County Records N01°51'54"E 2.00 feet; thence leaving said west property line S87°42'05"E 162.25 feet to the east property line of said tract; thence along said east property line S01°51'54"W 2.00 feet to the existing north right-of-way of W. Main Street; thence along said existing north right-of-way N87°42'05"W 162.25 feet to the point of beginning containing 325 square feet, the location of which is shown graphically on the attached Exhibit "B".

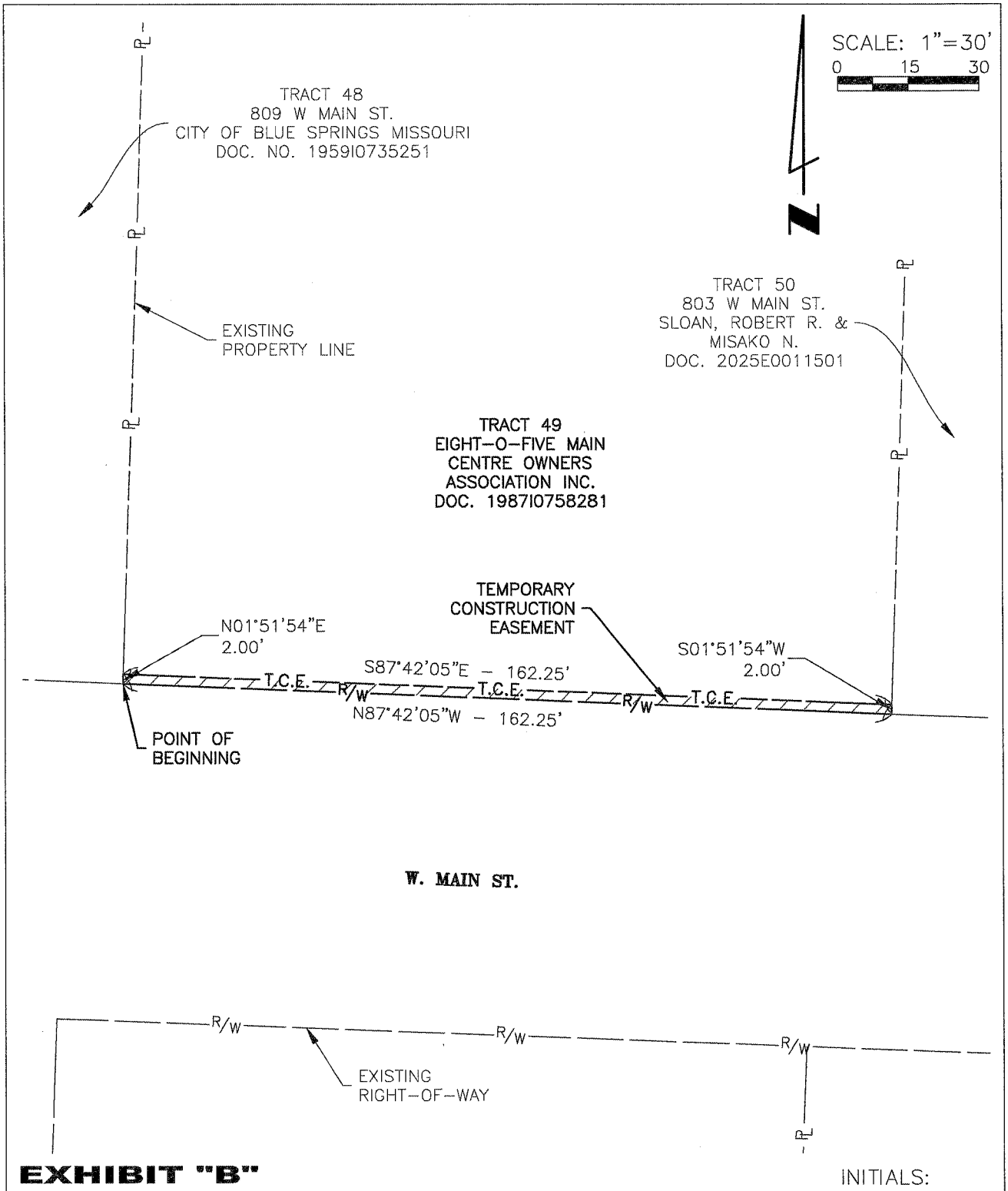


EXHIBIT "B"

INITIALS:

A TRACT OF LAND BEING PART OF DOC. NO. 198710758281 SECTION 31, TOWNSHIP 49 NORTH, RANGE 30 WEST JACKSON COUNTY, MISSOURI

11/10/25

TEMPORARY CONSTRUCTION EASEMENT

On the 17 day of February, 2026 Robert R. Sloan and Misako N. Sloan, a married couple, hereinafter called the GRANTOR, for and in consideration of One Dollar ($1.00) and other valuable consideration received, and the advantages to be gained from the existence of such roadway improvements, public water mains, structures, or conduit and appurtenances thereon, and for good and sufficient consideration, do hereby grant unto the CITY OF BLUE SPRINGS, Missouri, a Municipal Corporation of Jackson County, Missouri, hereinafter called Grantee, whose address is 903 W. Main Street, Blue Springs, MO 64015, a temporary construction easement over, upon, under and through the premises described herein below and right to go upon and use the described portion of GRANTOR'S land to the extent reasonably necessary, and for such time is reasonably necessary for the initial installation and subsequent use of such roadway improvements, public water main and appurtenances upon adjacent property, which such temporary easement shall terminate upon completion and acceptance by GRANTEE of said roadway improvements and water main, said temporary construction easement being described as land laying and being situated in said Jackson County, Missouri, to-wit:

A tract of land described in Exhibit "A" and depicted on the Plat contained in Exhibit "B" both attached hereto and incorporated herein for all purposes.

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances and immunities thereto belonging unto the GRANTEE, its successors and assigns, the GRANTOR hereby covenanting unto the GRANTEE, its successors and assigns as follows:

1. The right of GRANTEE, its agents, servants, employees or independent contractors to go upon said land at any time to excavate or perform other operations for the purposes of removing, maintaining, replacing or repairing said public roadway improvements and water main and all appurtenances incidental thereto.

2. The GRANTOR does hereby covenant with the GRANTEE that GRANTOR is lawfully seized and possessed of the land above described, and a good and lawful right to convey the same, and that it is free from all encumbrances done or suffered by GRANTOR which would interfere with the rights granted hereunder.

3. The GRANTEE agrees to surrender possession of the premises upon the expiration of this temporary easement or any extension thereof, and to leave the premises in substantially the

same or better condition than it was on the date this easement was executed. However, it is understood that grading changes may exist upon completion of the project.

4. The Construction Easement shall begin on the Effective Date and terminate on the earlier to occur of (a) N/A, or (b) the date upon which Grantee completes the construction of the Roadway and Water Line Project.

Christine Cates

City of Blue Springs
Christine Cates, City Administrator

ACKNOWLEDGEMENT

State of Missouri)
) ss
County of Jackson)

On this 17 day of February, 20 26,
before me personally appeared Robert Reid Sloan and Misako Nomura Sloan
to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

CHRISTINE O'DWYER
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 23182162
My Commission Expires 06-20-2027

Notary Public
My term expires: 06-20-2027

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:

Part of a tract of land as described in Document No. 2025E0011501 of the Jackson County Records, located in Section 31, Township 49 North, Range 30 West of the 5th P.M. and being more particularly described as follows:

Commencing at a found 1/2" iron rod at the southwest corner of Lot 12, Block 10 of the plat of the Town of Blue Springs as recorded in Plat Book 2, Page 61 of the Jackson County Records; thence S86°28'28"E 1,624.48 feet to the centerline of W. Main Street; thence leaving said centerline N02°09'24"E 34.66 feet to a point in the existing north right-of-way of W. Main Street, said point being the point of beginning of the tract of land herein described; thence leaving said existing north right-of-way along the west property line of a tract of land as described in Document No. 2025E0011501 of the Jackson County Records N01°51'54"E 2.00 feet; thence leaving said west property line S87°42'05"E 76.34 feet to the east property line of said tract; Thence along said east property line S01°51'54"W 2.00 feet to the existing north right-of-way of W. Main Street; thence leaving said east property line along said existing north right-of-way N87°42'05"W 76.34 feet to the point of beginning containing 153 square feet, the location of which is shown graphically on the attached Exhibit "B".

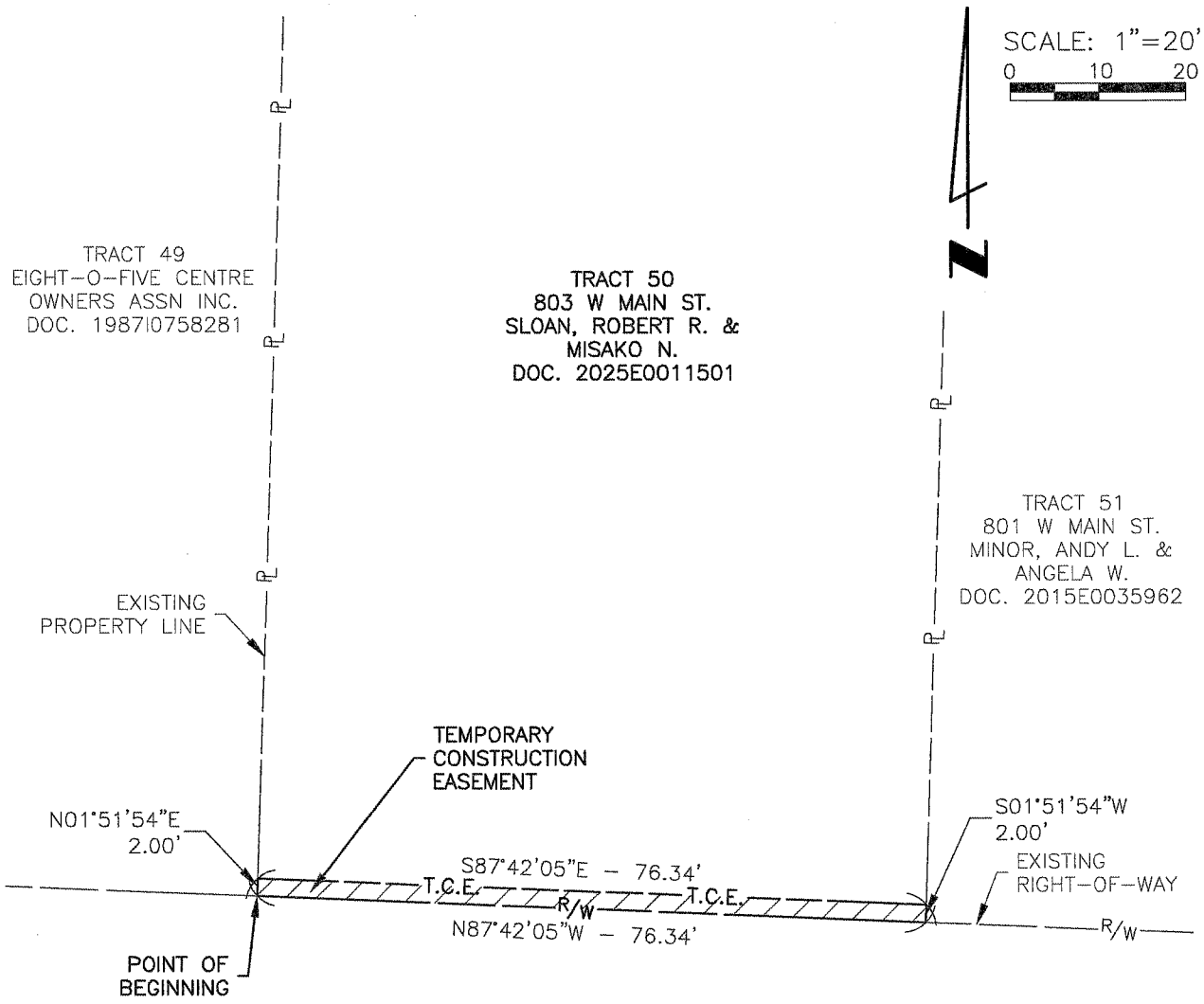


EXHIBIT "B"

INITIALS:

A TRACT OF LAND BEING PART OF DOC. NO. 2025E0011501 SECTION 31, TOWNSHIP 49 NORTH, RANGE 30 WEST JACKSON COUNTY, MISSOURI

TEMPORARY CONSTRUCTION EASEMENT

On the 18 day of February, 2026 Andy L. Minor, and Angela W. Minor, husband and wife, hereinafter called the GRANTOR, for and in consideration of One Dollar ($1.00) and other valuable consideration received, and the advantages to be gained from the existence of such roadway improvements, public water mains, structures, or conduit and appurtenances thereon, and for good and sufficient consideration, do hereby grant unto the CITY OF BLUE SPRINGS, Missouri, a Municipal Corporation of Jackson County, Missouri, hereinafter called Grantee, whose address is 903 W. Main Street, Blue Springs, MO 64015, a temporary construction easement over, upon, under and through the premises described herein below and right to go upon and use the described portion of GRANTOR'S land to the extent reasonably necessary, and for such time is reasonably necessary for the initial installation and subsequent use of such roadway improvements, public water main and appurtenances upon adjacent property, which such temporary easement shall terminate upon completion and acceptance by GRANTEE of said roadway improvements and water main, said temporary construction easement being described as land laying and being situated in said Jackson County, Missouri, to-wit:

A tract of land described in Exhibit "A" and depicted on the Plat contained in Exhibit "B" both attached hereto and incorporated herein for all purposes.

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances and immunities thereto belonging unto the GRANTEE, its successors and assigns, the GRANTOR hereby covenanting unto the GRANTEE, its successors and assigns as follows:

1. The right of GRANTEE, its agents, servants, employees or independent contractors to go upon said land at any time to excavate or perform other operations for the purposes of removing, maintaining, replacing or repairing said public roadway improvements and water main and all appurtenances incidental thereto.

2. The GRANTOR does hereby covenant with the GRANTEE that GRANTOR is lawfully seized and possessed of the land above described, and a good and lawful right to convey the same, and that it is free from all encumbrances done or suffered by GRANTOR which would interfere with the rights granted hereunder.

3. The GRANTEE agrees to surrender possession of the premises upon the expiration of this temporary easement or any extension thereof, and to leave the premises in substantially the

same or better condition than it was on the date this easement was executed. However, it is understood that grading changes may exist upon completion of the project.

4. The Construction Easement shall begin on the Effective Date and terminate on the earlier to occur of (a) N/A, or (b) the date upon which Grantee completes the construction of the Roadway and Water Line Project.

Christine Cates

City of Blue Springs
Christine Cates, City Administrator

ACKNOWLEDGEMENT

State of Missouri)
) ss
County of Jackson)

On this 20th day of February, 20 26,
before me personally appeared Andy and Angela Minor
to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

Megan Rodgers

Notary Public
My term expires: 10/29/2026

MEGAN RODGERS
NOTARY PUBLIC - STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES: 10/29/2026
COMMISSION# 18919561

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:

Part of a tract of land as described in Document No. 2015E0035962 of the Jackson County Records, located in Section 31, Township 49 North, Range 30 West of the 5th P.M. and being more particularly described as follows:

Commencing at a found 1/2" iron rod at the southwest corner of Lot 12, Block 10 of the plat of the Town of Blue Springs as recorded in Plat Book 2, Page 61 of the Jackson County Records; thence S86°32'09"E 1,700.80 feet to the centerline of W. Main Street; thence leaving said centerline N02°09'24"E 34.48 feet to a point in the existing north right-of-way of W. Main Street, said point being the point of beginning of the tract of land herein described; thence leaving said existing north right-of-way along the west property line of a tract of land as described in Document No. 2015E0035962 of the Jackson County Records N01°51'54"E 2.00 feet; thence leaving said west property line S87°42'05"E 49.93 feet to the east property line of said tract; thence along said east property line S01°51'54"W 2.00 feet to the existing north right-of-way of W. Main Street; thence along said existing north right-of-way N87°42'05"W 49.93 feet to the point of beginning containing 100 square feet, the location of which is shown graphically on the attached Exhibit "B".

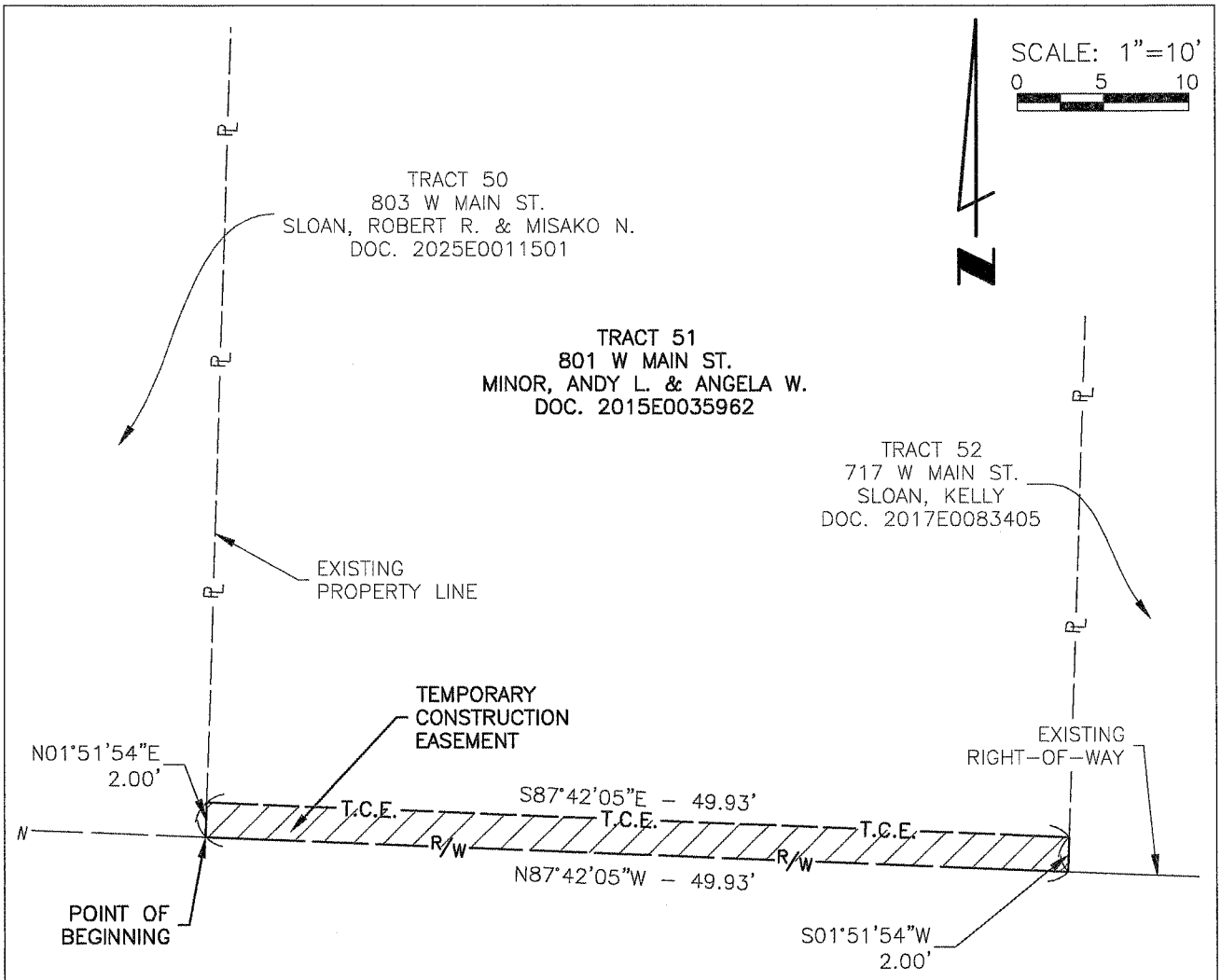


EXHIBIT "B"

INITIALS:

A TRACT OF LAND BEING PART OF DOC. NO. 2015E0035962 SECTION 31, TOWNSHIP 49 NORTH, RANGE 30 WEST JACKSON COUNTY, MISSOURI

TEMPORARY CONSTRUCTION EASEMENT

On the 30th day of January, 2024, Kelly Sloan, a single person, hereinafter called the GRANTOR, for and in consideration of One Dollar ($1.00) and other valuable consideration received, and the advantages to be gained from the existence of such roadway improvements, public water mains, structures, or conduit and appurtenances thereon, and for good and sufficient consideration, do hereby grant unto the CITY OF BLUE SPRINGS, Missouri, a Municipal Corporation of Jackson County, Missouri, hereinafter called Grantee, whose address is 903 W. Main Street, Blue Springs, MO 64015, a temporary construction easement over, upon, under and through the premises described herein below and right to go upon and use the described portion of GRANTOR'S land to the extent reasonably necessary, and for such time is reasonably necessary for the initial installation and subsequent use of such roadway improvements, public water main and appurtenances upon adjacent property, which such temporary easement shall terminate upon completion and acceptance by GRANTEE of said roadway improvements and water main, said temporary construction easement being described as land laying and being situated in said Jackson County, Missouri, to-wit:

A tract of land described in Exhibit "A" and depicted on the Plat contained in Exhibit "B" both attached hereto and incorporated herein for all purposes.

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances and immunities thereto belonging unto the GRANTEE, its successors and assigns, the GRANTOR hereby covenanting unto the GRANTEE, its successors and assigns as follows:

1. The right of GRANTEE, its agents, servants, employees or independent contractors to go upon said land at any time to excavate or perform other operations for the purposes of removing, maintaining, replacing or repairing said public roadway improvements and water main and all appurtenances incidental thereto.

2. The GRANTOR does hereby covenant with the GRANTEE that GRANTOR is lawfully seized and possessed of the land above described, and a good and lawful right to convey the same, and that it is free from all encumbrances done or suffered by GRANTOR which would interfere with the rights granted hereunder.

3. The GRANTEE agrees to surrender possession of the premises upon the expiration of this temporary easement or any extension thereof, and to leave the premises in substantially the

same or better condition than it was on the date this easement was executed. However, it is understood that grading changes may exist upon completion of the project.

4. The Construction Easement shall begin on the Effective Date and terminate on the earlier to occur of (a) N/A, or (b) the date upon which Grantee completes the construction of the Roadway and Water Line Project.

Christine Cates

City of Blue Springs
Christine Cates, City Administrator

ACKNOWLEDGEMENT

ACKNOWLEDGEMENT

STATE OF MISSOURI }
} ss.
COUNTY OF }

On this 30th day of January, 2024 before me, ~~Kelly St~~ Megan Rodgers, a Notary Public, personally appeared Kelly Sloan, to me known as the person who executed the foregoing instrument and acknowledges that he acknowledged the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal of my office in City of Blue Springs the day and year last above written.

Megan Rodgers
Notary Public in and for said County and State.
My Commission expires: 10/29/2026

MEGAN RODGERS
NOTARY PUBLIC - STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES: 10/29/2026
COMMISSION# 18919561

MEGAN RODGERS
NOTARY PUBLIC - STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES: 10/29/2026
COMMISSION# 18919561

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:

Part of a tract of land as described in Document No. 2017E0083405 of the Jackson County Records, located in Section 31, Township 49 North, Range 30 West of the 5th P.M. and being more particularly described as follows:

Commencing at a found 1/2" iron rod at the southwest corner of Lot 12, Block 10 of the plat of the Town of Blue Springs as recorded in Plat Book 2, Page 61 of the Jackson County Records; thence S86°36'29"E 1,800.33 feet to the centerline of W. Main Street; thence leaving said centerline N02°17'55"E 34.23 feet to a point on the existing north right-of-way of W. Main Street, said point being the point of beginning of the tract of land herein described; thence along said existing north right-of-way N87°42'05"W 49.71 feet to the west property line of a tract of land as described in Document No. 2017E0083405 of the Jackson County Records; thence leaving said existing north right-of-way along said west property line N02°17'55"E 2.00 feet; thence leaving said west property line S87°42'05"E 49.69 feet to the existing east property line of said tract; thence along said existing east property line S02°17'55"E 2.00 feet to the point of beginning containing 99 square feet, the location of which is shown graphically on the attached Exhibit "B".

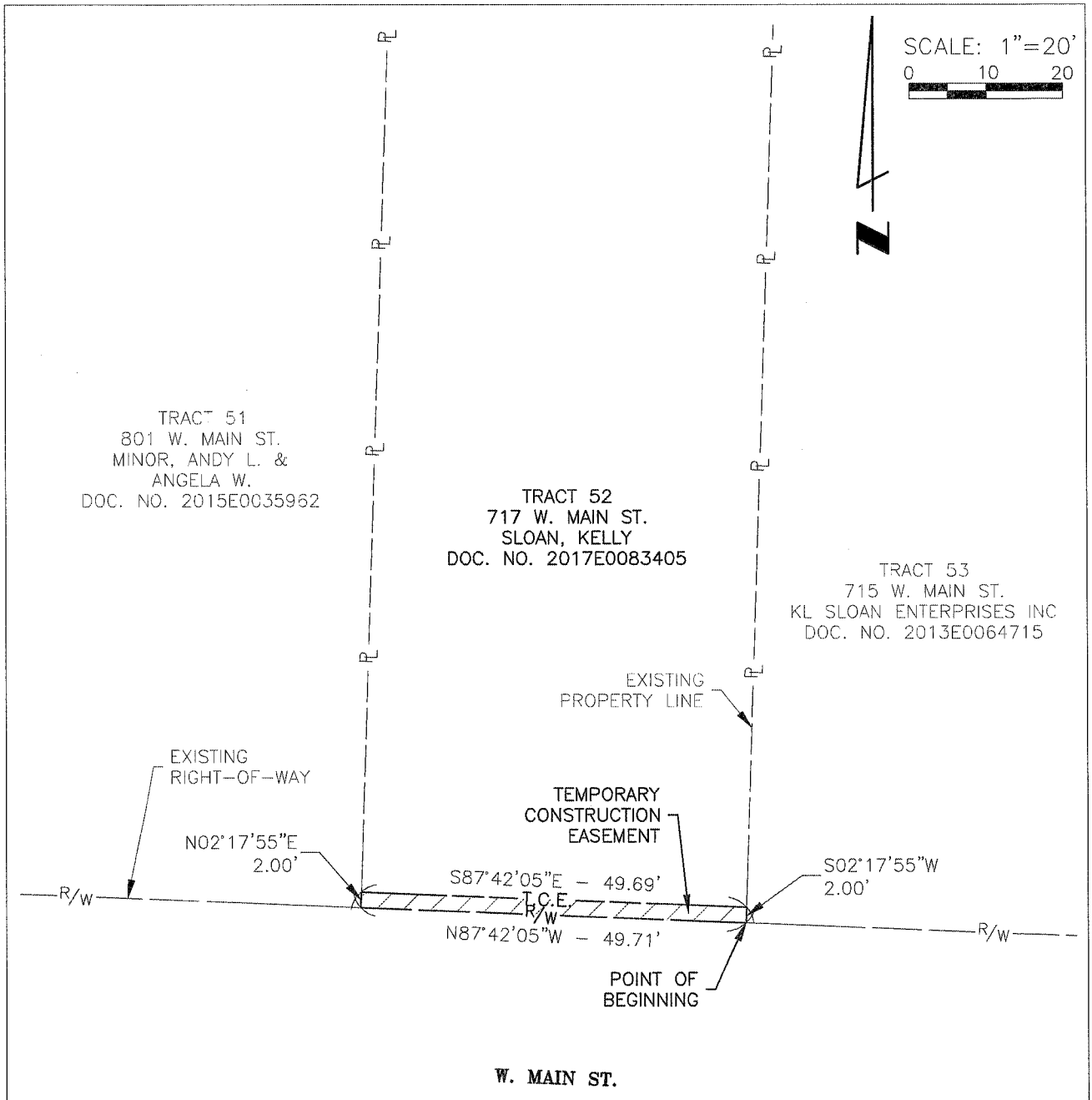


EXHIBIT "B"

INITIALS:

A TRACT OF LAND BEING PART OF DOC. NO. 2017E0083405
SECTION 31, TOWNSHIP 49 NORTH, RANGE 30 WEST
JACKSON COUNTY, MISSOURI

TEMPORARY CONSTRUCTION EASEMENT

On the 30th day of January, 2026, KL Sloan Enterprises Inc., a Missouri corporation, hereinafter called the GRANTOR, for and in consideration of One Dollar ($1.00) and other valuable consideration received, and the advantages to be gained from the existence of such roadway improvements, public water mains, structures, or conduit and appurtenances thereon, and for good and sufficient consideration, do hereby grant unto the CITY OF BLUE SPRINGS, Missouri, a Municipal Corporation of Jackson County, Missouri, hereinafter called Grantee, whose address is 903 W. Main Street, Blue Springs, MO 64015, a temporary construction easement over, upon, under and through the premises described herein below and right to go upon and use the described portion of GRANTOR'S land to the extent reasonably necessary, and for such time is reasonably necessary for the initial installation and subsequent use of such roadway improvements, public water main and appurtenances upon adjacent property, which such temporary easement shall terminate upon completion and acceptance by GRANTEE of said roadway improvements and water main, said temporary construction easement being described as land laying and being situated in said Jackson County, Missouri, to-wit:

A tract of land described in Exhibit "A" and depicted on the Plat contained in Exhibit "B" both attached hereto and incorporated herein for all purposes.

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances and immunities thereto belonging unto the GRANTEE, its successors and assigns, the GRANTOR hereby covenanting unto the GRANTEE, its successors and assigns as follows:

1. The right of GRANTEE, its agents, servants, employees or independent contractors to go upon said land at any time to excavate or perform other operations for the purposes of removing, maintaining, replacing or repairing said public roadway improvements and water main and all appurtenances incidental thereto.

2. The GRANTOR does hereby covenant with the GRANTEE that GRANTOR is lawfully seized and possessed of the land above described, and a good and lawful right to convey the same, and that it is free from all encumbrances done or suffered by GRANTOR which would interfere with the rights granted hereunder.

3. The GRANTEE agrees to surrender possession of the premises upon the expiration of this temporary easement or any extension thereof, and to leave the premises in substantially the

same or better condition than it was on the date this easement was executed. However, it is understood that grading changes may exist upon completion of the project.

4. The Construction Easement shall begin on the Effective Date and terminate on the earlier to occur of (a) N/A, or (b) the date upon which Grantee completes the construction of the Roadway and Water Line Project.

Christine Cates

City of Blue Springs
Christine Cates, City Administrator

ACKNOWLEDGEMENT

State of Missouri)
) ss
County of Jackson)

On this 30th day of January, 20 26, before me personally appeared Kelly Sloan to me personally known, who, being by me duly sworn, did say that he/she is the owner of a Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the Corporate Seal of said corporation and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said owner acknowledged said instrument to be the free act and deed of said corporation.

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

Megan Rodgers
Notary Public
My term expires: 10/29/2026

MEGAN RODGERS
NOTARY PUBLIC - STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES: 10/29/2026
COMMISSION# 18919561

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:

Part of a tract of land as described in Document No. 2013E0064715 of the Jackson County Records, located in Section 31, Township 49 North, Range 30 West of the 5th P.M. and being more particularly described as follows:

Commencing at a found 1/2" iron rod at the southwest corner of Lot 12, Block 10 of the plat of the Town of Blue Springs as recorded in Plat Book 2, Page 61 of the Jackson County Records; thence S86°36'29"E 1,800.33 feet to the centerline of W. Main Street; thence leaving said centerline N02°17'55"E 34.23 feet to a point at the existing north right-of-way of W. Main Street, said point being the point of beginning of the tract of land herein described; thence leaving said existing north right-of-way of W. Main Street along the west property line of a tract of land as described in Document No. 2013E0064715 of the Jackson County Records N02°17'55"E 2.00 feet; thence leaving said west property line S87°42'05"E 49.71 feet to the east property line of said tract; thence along said east property line S02°17'55"W 2.00 feet to the existing north right-of-way of W. Main Street; thence along said existing north right-of-way N87°42'05"W 49.71 feet to the point of beginning containing 99 square feet, the location of which is shown graphically on the attached Exhibit "B".

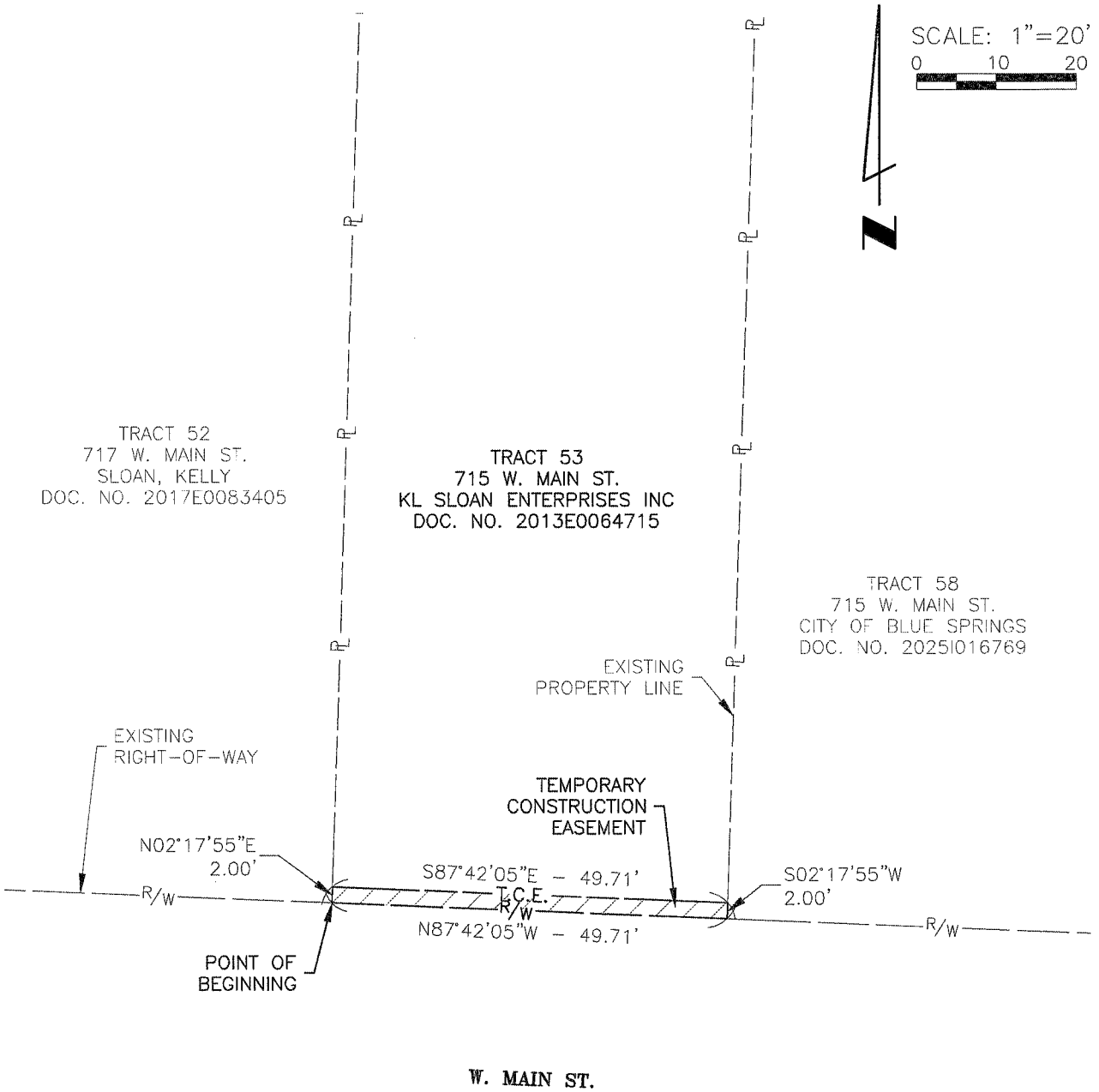


EXHIBIT "B"

INITIALS:

A TRACT OF LAND BEING PART OF DOC. NO. 2013E0064715
SECTION 31, TOWNSHIP 49 NORTH, RANGE 30 WEST
JACKSON COUNTY, MISSOURI

TEMPORARY CONSTRUCTION EASEMENT

On the 16 day of April, 2016, DWELLINGS BY DESIGN KC LLC, a Missouri limited liability company, hereinafter called the GRANTOR, for and in consideration of One Dollar ($1.00) and other valuable consideration received, and the advantages to be gained from the existence of such roadway improvements, public water mains, structures, or conduit and appurtenances thereon, and for good and sufficient consideration, do hereby grant unto the CITY OF BLUE SPRINGS, Missouri, a Municipal Corporation of Jackson County, Missouri, hereinafter called Grantee, whose address is 903 W. Main Street, Blue Springs, MO 64015, a temporary construction easement over, upon, under and through the premises described herein below and right to go upon and use the described portion of GRANTOR'S land to the extent reasonably necessary, and for such time is reasonably necessary for the initial installation and subsequent use of such roadway improvements, public water main and appurtenances upon adjacent property, which such temporary easement shall terminate upon completion and acceptance by GRANTEE of said roadway improvements and water main, said temporary construction easement being described as land laying and being situated in said Jackson County, Missouri, to-wit:

A tract of land described in Exhibit "A" and depicted on the Plat contained in Exhibit "B" both attached hereto and incorporated herein for all purposes.

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances and immunities thereto belonging unto the GRANTEE, its successors and assigns, the GRANTOR hereby covenanting unto the GRANTEE, its successors and assigns as follows:

1. The right of GRANTEE, its agents, servants, employees or independent contractors to go upon said land at any time to excavate or perform other operations for the purposes of removing, maintaining, replacing or repairing said public roadway improvements and water main and all appurtenances incidental thereto.

2. The GRANTOR does hereby covenant with the GRANTEE that GRANTOR is lawfully seized and possessed of the land above described, and a good and lawful right to convey the same, and that it is free from all encumbrances done or suffered by GRANTOR which would interfere with the rights granted hereunder.

3. The GRANTEE agrees to surrender possession of the premises upon the expiration of this temporary easement or any extension thereof, and to leave the premises in substantially the

same or better condition than it was on the date this easement was executed. However, it is understood that grading changes may exist upon completion of the project.

4. The Construction Easement shall begin on the Effective Date and terminate on the earlier to occur of (a) May 1st, 2027, or (b) the date upon which Grantee completes the construction of the Roadway and Water Line Project.

John Broker

Christine Cates, City Administrator
City of Blue Springs

ACKNOWLEDGEMENT

STATE OF MISSOURI }
} ss.
COUNTY OF }

On this 16 day of April, 2026, before me appeared John Broker, to me personally known, who being by me duly sworn, did say he/she is Managing Member of Dwellings by Design and that said instrument was signed in behalf of said Limited Liability Company, and said he acknowledged said instrument to be the free act and deed of said Limited Liability Company.

IN TESTIMONY WHEREOF, I have herewith set my hand and affixed my notarial seal the day and year first above written.

TRACI J BRESHEARS
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 23366395
My Commission Expires 11-01-2027

Notary Public
My Commission expires 11/1/27

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:

Part of a tract of land as described in Document No. 2017E0013503 of the Jackson County Records, located in Section 31, Township 49 North, Range 30 West of the 5th P.M. and being more particularly described as follows:

Commencing at a found 1/2" iron rod at the southwest corner of Lot 12, Block 10 of the plat of the Town of Blue Springs as recorded in Plat Book 2, Page 61 of the Jackson County Records; thence S86°27'41"E 1,609.05 feet to the centerline of W. Main Street; thence leaving said centerline S02°09'24"W 35.72 feet to a point in the existing south right-of-way of W. Main Street, said point being the point of beginning of the tract of land herein described; thence leaving said existing south right-of-way along the east property line of a tract of land as described in Document No. 2017E0013503 of the Jackson County Records S02°09'06"W 61.02 feet; thence leaving said east property line N87°50'36"W 32.26 feet; thence N02°09'24"E 51.02 feet; thence N87°50'54"W 125.74 feet to the existing east right-of-way of SW 9th Street; thence along said existing east right-of-way N02°09'06"E 10.00 feet to the existing south right-of-way of W. Main Street; thence leaving said existing east right-of-way along said existing south right-of-way S87°50'54"E 158.00 feet to the point of beginning containing 3,226 square feet, the location of which is shown graphically on the attached Exhibit "B".

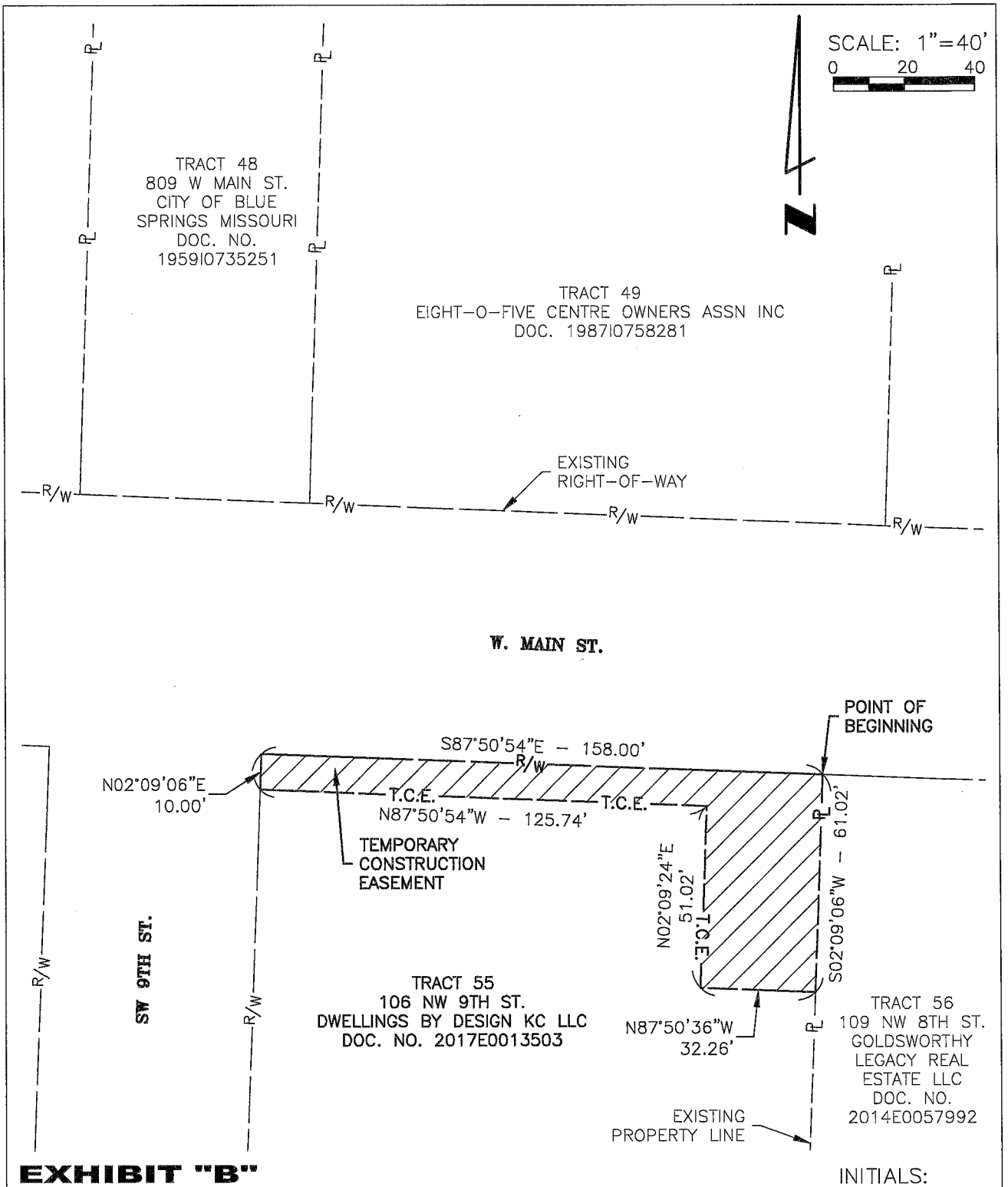


EXHIBIT "B"

INITIALS:

A TRACT OF LAND BEING PART OF DOC. NO. 2017E0013503 SECTION 31, TOWNSHIP 49 NORTH, RANGE 30 WEST JACKSON COUNTY, MISSOURI

TEMPORARY CONSTRUCTION EASEMENT

On the 28th day of January, 2026, Arndorfer Development LLC hereinafter called the GRANTOR, for and in consideration of One Dollar ($1.00) and other valuable consideration received, and the advantages to be gained from the existence of such roadway improvements, public water mains, structures, or conduit and appurtenances thereon, and for good and sufficient consideration, do hereby grant unto the CITY OF BLUE SPRINGS, Missouri, a Municipal Corporation of Jackson County, Missouri, hereinafter called Grantee, whose address is 903 W. Main Street, Blue Springs, MO 64015, a temporary construction easement over, upon, under and through the premises described herein below and right to go upon and use the described portion of GRANTOR'S land to the extent reasonably necessary, and for such time is reasonably necessary for the initial installation and subsequent use of such roadway improvements, public water main and appurtenances upon adjacent property, which such temporary easement shall terminate upon completion and acceptance by GRANTEE of said roadway improvements and water main, said temporary construction easement being described as land laying and being situated in said Jackson County, Missouri, to-wit:

A tract of land described in Exhibit "A" and depicted on the Plat contained in Exhibit "B" both attached hereto and incorporated herein for all purposes.

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances and immunities thereto belonging unto the GRANTEE, its successors and assigns, the GRANTOR hereby covenanting unto the GRANTEE, its successors and assigns as follows:

1. The right of GRANTEE, its agents, servants, employees or independent contractors to go upon said land at any time to excavate or perform other operations for the purposes of removing, maintaining, replacing or repairing said public roadway improvements and water main and all appurtenances incidental thereto.

2. The GRANTOR does hereby covenant with the GRANTEE that GRANTOR is lawfully seized and possessed of the land above described, and a good and lawful right to convey the same, and that it is free from all encumbrances done or suffered by GRANTOR which would interfere with the rights granted hereunder.

3. The GRANTEE agrees to surrender possession of the premises upon the expiration of this temporary easement or any extension thereof, and to leave the premises in substantially the

same or better condition than it was on the date this easement was executed. However, it is understood that grading changes may exist upon completion of the project.

4. The Construction Easement shall begin on the Effective Date and terminate on the earlier to occur of (a) N/A, or (b) the date upon which Grantee completes the construction of the Roadway and Water Line Project.

Christine Cates
City of Blue Springs
Christine Cates, City Administrator

ACKNOWLEDGEMENT

State of Missouri)
) ss
County of Jackson)

On this 28th day of January, 2026, before me appeared Nicholas Arndorfer, to me personally known, who being by me duly sworn, did say he/she is Managing Member of Arndorfer Development, LLC and that said instrument was signed in behalf of said Limited Liability Company, and said PRESIDENT acknowledged said instrument to be the free act and deed of said Limited Liability Company.

IN TESTIMONY WHEREOF, I have herewith set my hand and affixed my notarial seal the day and year first above written.

Notary Public
My term expires: _____

SYDNIE CLIFFORD
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 22601082
My Commission Expires June 20, 2028

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:

Part of a tract of land as described in Document No. 2024E0069028 of the Jackson County Records, located in Section 31, Township 49 North, Range 30 West of the 5th P.M. and being more particularly described as follows:

Commencing at a found 1/2" iron rod at the southwest corner of Lot 12, Block 10 of the plat of the Town of Blue Springs as recorded in Plat Book 2, Page 61 of the Jackson County Records; thence S86°09'27"E 1,319.16 feet to the centerline of W. Main Street; thence leaving said centerline S02°09'24"W 35.75 feet to a point in the existing south right-of-way of W. Main Street, said point being the point of beginning of the tract of land herein described; thence along said existing south right-of-way S87°50'54"E 72.00 feet to the existing west right-of-way of SW 9th Street; thence leaving said existing south right-of-way along said existing west right-of-way S02°09'06"W 8.00 feet; thence leaving said existing west right-of-way N87°50'54"W 72.00 feet to the west property line of a tract of land as described in Document No. 2024E0069028 of the Jackson County Records; thence along said west property line N02°09'06"E 8.00 feet to the point of beginning containing 576 square feet, the location of which is shown graphically on the attached Exhibit "B".

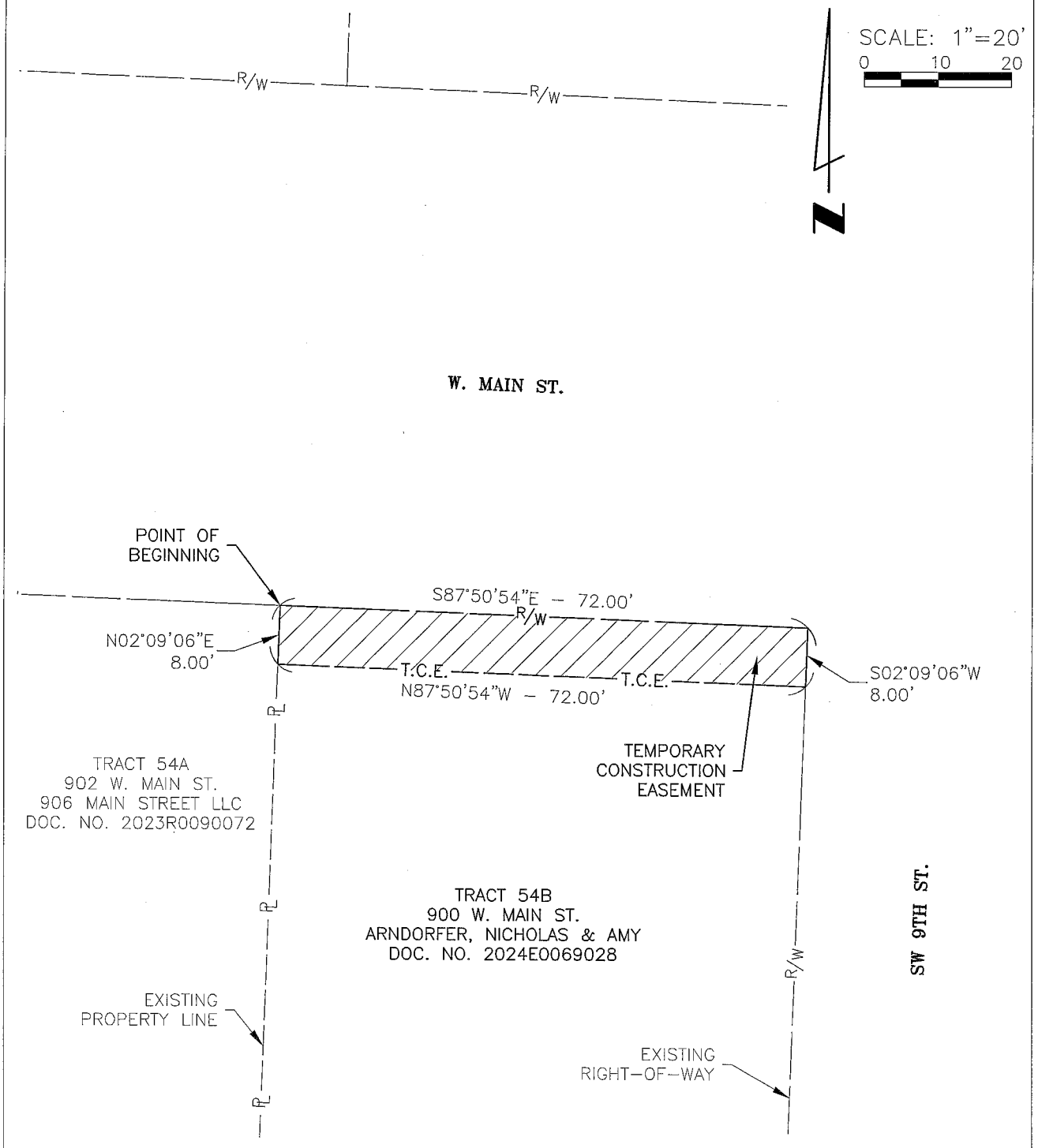


EXHIBIT "B"

INITIALS:

A TRACT OF LAND BEING PART OF DOC. NO. 2024E0069028
SECTION 31, TOWNSHIP 49 NORTH, RANGE 30 WEST
JACKSON COUNTY, MISSOURI

TEMPORARY CONSTRUCTION EASEMENT

On the 20th day of April, 2026, Robert M. Watson and Meta M. Watson, husband and wife, hereinafter called the GRANTOR, for and in consideration of One Dollar ($1.00) and other valuable consideration received, and the advantages to be gained from the existence of such roadway improvements, public water mains, structures, or conduit and appurtenances thereon, and for good and sufficient consideration, do hereby grant unto the CITY OF BLUE SPRINGS, Missouri, a Municipal Corporation of Jackson County, Missouri, hereinafter called Grantee, whose address is 903 W. Main Street, Blue Springs, MO 64015, a temporary construction easement over, upon, under and through the premises described herein below and right to go upon and use the described portion of GRANTOR'S land to the extent reasonably necessary, and for such time is reasonably necessary for the initial installation and subsequent use of such roadway improvements, public water main and appurtenances upon adjacent property, which such temporary easement shall terminate upon completion and acceptance by GRANTEE of said roadway improvements and water main, said temporary construction easement being described as land laying and being situated in said Jackson County, Missouri, to-wit:

A tract of land described in Exhibit "A" and depicted on the Plat contained in Exhibit "B" both attached hereto and incorporated herein for all purposes.

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances and immunities thereto belonging unto the GRANTEE, its successors and assigns, the GRANTOR hereby covenanting unto the GRANTEE, its successors and assigns as follows:

1. The right of GRANTEE, its agents, servants, employees or independent contractors to go upon said land at any time to excavate or perform other operations for the purposes of removing, maintaining, replacing or repairing said public roadway improvements and water main and all appurtenances incidental thereto.

2. The GRANTOR does hereby covenant with the GRANTEE that GRANTOR is lawfully seized and possessed of the land above described, and a good and lawful right to convey the same, and that it is free from all encumbrances done or suffered by GRANTOR which would interfere with the rights granted hereunder.

3. The GRANTEE agrees to surrender possession of the premises upon the expiration of this temporary easement or any extension thereof, and to leave the premises in substantially the

same or better condition than it was on the date this easement was executed. However, it is understood that grading changes may exist upon completion of the project.

4. The Construction Easement shall begin on the Effective Date and terminate on the earlier to occur of (a) N/A, or (b) the date upon which Grantee completes the construction of the Roadway and Water Line Project.

Christine Cates

By: Roberta Watson
Title: OWNER

City of Blue Springs
Christine Cates, City Administrator

By: Meta M. Watson
Title: OWNER

ACKNOWLEDGEMENT

State of Missouri)
) ss
County of Jackson.)

On this twenty first day of April, 20 26, before me personally appeared Robert & Meta Watson to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

VERONICA RANEE HARLOW
Comm. Exp. 06/16/2029
NOTARY PUBLIC NOTARY SEAL #21834232
Jackson County
STATE OF MISSOURI

Veronica Ranee Harlow
Notary Public
My term expires: 6-16-2029

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:

Part of a tract of land as described in Document No. 2013E0047041 of the Jackson County Records, located in Section 31, Township 49 North, Range 30 West of the 5th P.M. and being more particularly described as follows:

Commencing at a found 1/2" iron rod at the southwest corner of Lot 12, Block 10 of the plat of the Town of Blue Springs as recorded in Plat Book 2, Page 61 of the Jackson County Records; thence S86°37'34"E 1,827.00 feet to the centerline of W. Main Street; thence leaving said centerline S02°09'24"W 35.70 feet to a point at the intersection of the existing south right-of-way of W. Main Street and the existing east right-of-way of SW 8th Street, said point being the point of beginning of the tract of land herein described; thence along said existing south right-of-way of W. Main Street S87°50'54"E 72.00 feet to the east property line of a tract of land as described in Document No. 2013E0047041 of the Jackson County Records; thence leaving said existing south right-of-way along said east property line S02°09'06"W 2.00 feet; thence leaving said east property line N87°50'54"W 72.00 feet to the existing east right-of-way of SW 8th Street; thence along said existing east right-of-way N02°09'06"E 2.00 feet to the point of beginning containing 144 square feet, the location of which is shown graphically on the attached Exhibit "B".

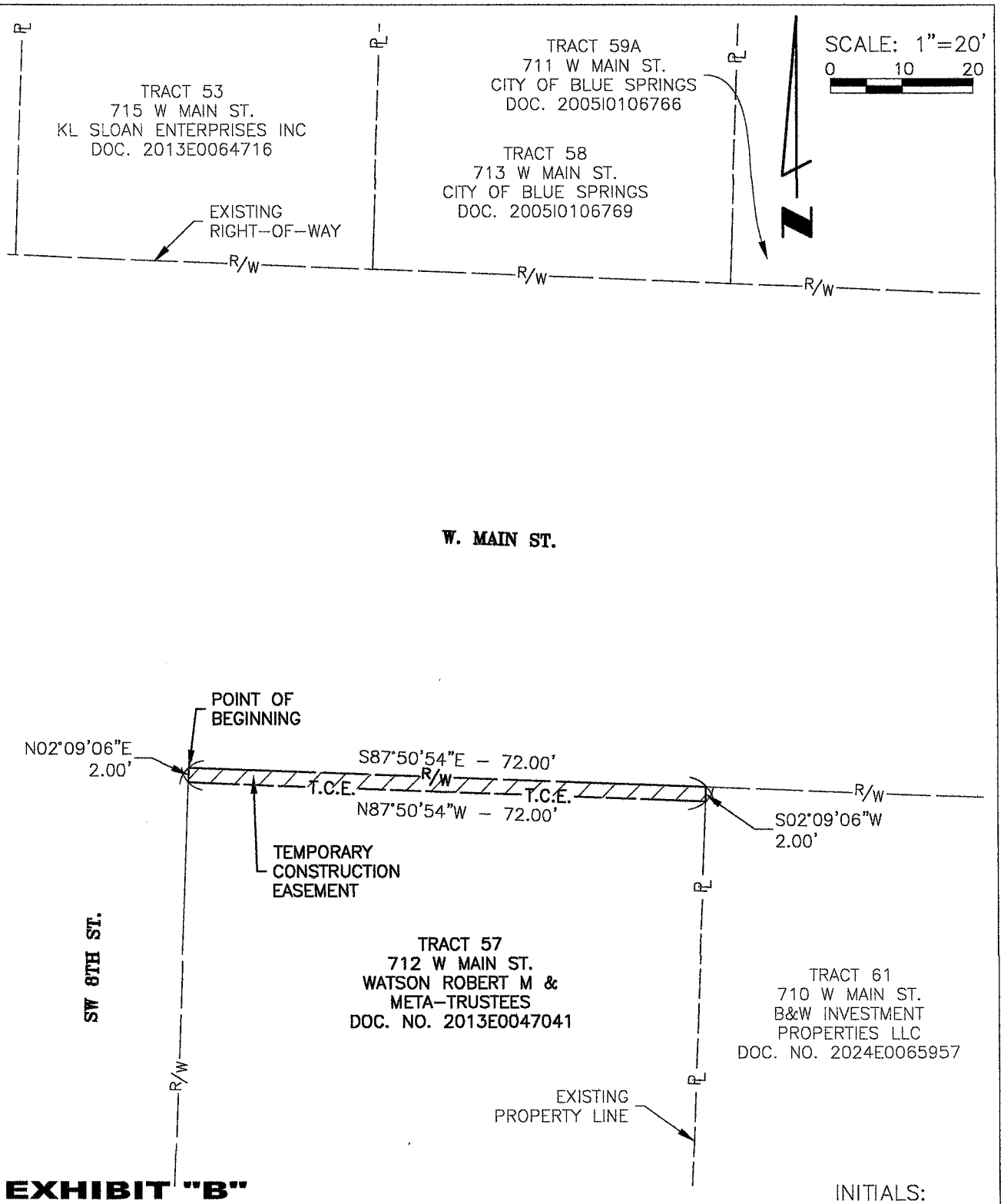


EXHIBIT "B"

INITIALS:

A TRACT OF LAND BEING PART OF DOC. NO. 2013E0047041 SECTION 31, TOWNSHIP 49 NORTH, RANGE 30 WEST JACKSON COUNTY, MISSOURI

TEMPORARY CONSTRUCTION EASEMENT

On the 13 day of February, 2026 TAHAP LLC, a Missouri limited liability company, hereinafter called the GRANTOR, for and in consideration of One Dollar ($1.00) and other valuable consideration received, and the advantages to be gained from the existence of such roadway improvements, public water mains, structures, or conduit and appurtenances thereon, and for good and sufficient consideration, do hereby grant unto the CITY OF BLUE SPRINGS, Missouri, a Municipal Corporation of Jackson County, Missouri, hereinafter called Grantee, whose address is 903 W. Main Street, Blue Springs, MO 64015, a temporary construction easement over, upon, under and through the premises described herein below and right to go upon and use the described portion of GRANTOR'S land to the extent reasonably necessary, and for such time is reasonably necessary for the initial installation and subsequent use of such roadway improvements, public water main and appurtenances upon adjacent property, which such temporary easement shall terminate upon completion and acceptance by GRANTEE of said roadway improvements and water main, said temporary construction easement being described as land laying and being situated in said Jackson County, Missouri, to-wit:

A tract of land described in Exhibit "A" and depicted on the Plat contained in Exhibit "B" both attached hereto and incorporated herein for all purposes.

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances and immunities thereto belonging unto the GRANTEE, its successors and assigns, the GRANTOR hereby covenanting unto the GRANTEE, its successors and assigns as follows:

1. The right of GRANTEE, its agents, servants, employees or independent contractors to go upon said land at any time to excavate or perform other operations for the purposes of removing, maintaining, replacing or repairing said public roadway improvements and water main and all appurtenances incidental thereto.

2. The GRANTOR does hereby covenant with the GRANTEE that GRANTOR is lawfully seized and possessed of the land above described, and a good and lawful right to convey the same, and that it is free from all encumbrances done or suffered by GRANTOR which would interfere with the rights granted hereunder.

3. The GRANTEE agrees to surrender possession of the premises upon the expiration of this temporary easement or any extension thereof, and to leave the premises in substantially the

same or better condition than it was on the date this easement was executed. However, it is understood that grading changes may exist upon completion of the project.

4. The Construction Easement shall begin on the Effective Date and terminate on the earlier to occur of (a) N/A, or (b) the date upon which Grantee completes the construction of the Roadway and Water Line Project.

Matthew A. Turner

Christine Cates

City of Blue Springs
Christine Cates, City Administrator

ACKNOWLEDGEMENT

STATE OF MISSOURI }
} ss.
COUNTY OF Jackson }

On this 12 day of February, 20 26, before me appeared Matthew Adam Turner, to me personally known, who being by me duly sworn, did say he/~~she~~ is Managing Member of TAHAP LLC and that said instrument was signed in behalf of said Limited Liability Company, and said Managing Member acknowledged said instrument to be the free act and deed of said Limited Liability Company.

IN TESTIMONY WHEREOF, I have herewith set my hand and affixed my notarial seal the day and year first above written.

CHRISTINE O'DWYER
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 23182162
My Commission Expires 06-20-2027

Chris O'Dwyer

Notary Public
My Commission expires 06-20-2027

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:

Part of a tract of land as described in Document No. 2024E0055437 of the Jackson County Records, located in Section 31, Township 49 North, Range 30 West of the 5th P.M. and being more particularly described as follows:

Commencing at a found 1/2" iron rod at the southwest corner of Lot 12, Block 10 of the plat of the Town of Blue Springs as recorded in Plat Book 2, Page 61 of the Jackson County Records; thence S86°45'15"E 2,041.69 feet to the centerline of W. Main Street; thence leaving said centerline N02°09'24"E 33.63 feet to a point in the existing north right-of-way of W. Main Street, said point being the point of beginning of the tract of land herein described; thence along said existing north right-of-way N87°42'05"W 92.02 feet to the west property line of a tract of land as described in Document No. 2024E0055437 of the Jackson County Records; thence leaving said existing north right-of-way along said west property line N01°51'54"E 2.00 feet; thence leaving said west property line the following courses: S87°42'05"E 27.88 feet; S02°10'21"W 1.29 feet; S87°49'39"E 12.55 feet; S02°10'21"W 0.42 feet; S87°49'39"E 30.95 feet; N02°10'21"E 0.42 feet; S87°49'39"E 10.87 feet; N02°10'21"E 1.17 feet; S87°42'05"E 9.77 feet to the east property line of said tract; thence along said east property line S01°51'54"W 2.00 feet to the point of beginning containing 104 square feet, the location of which is shown graphically on the attached Exhibit "B".

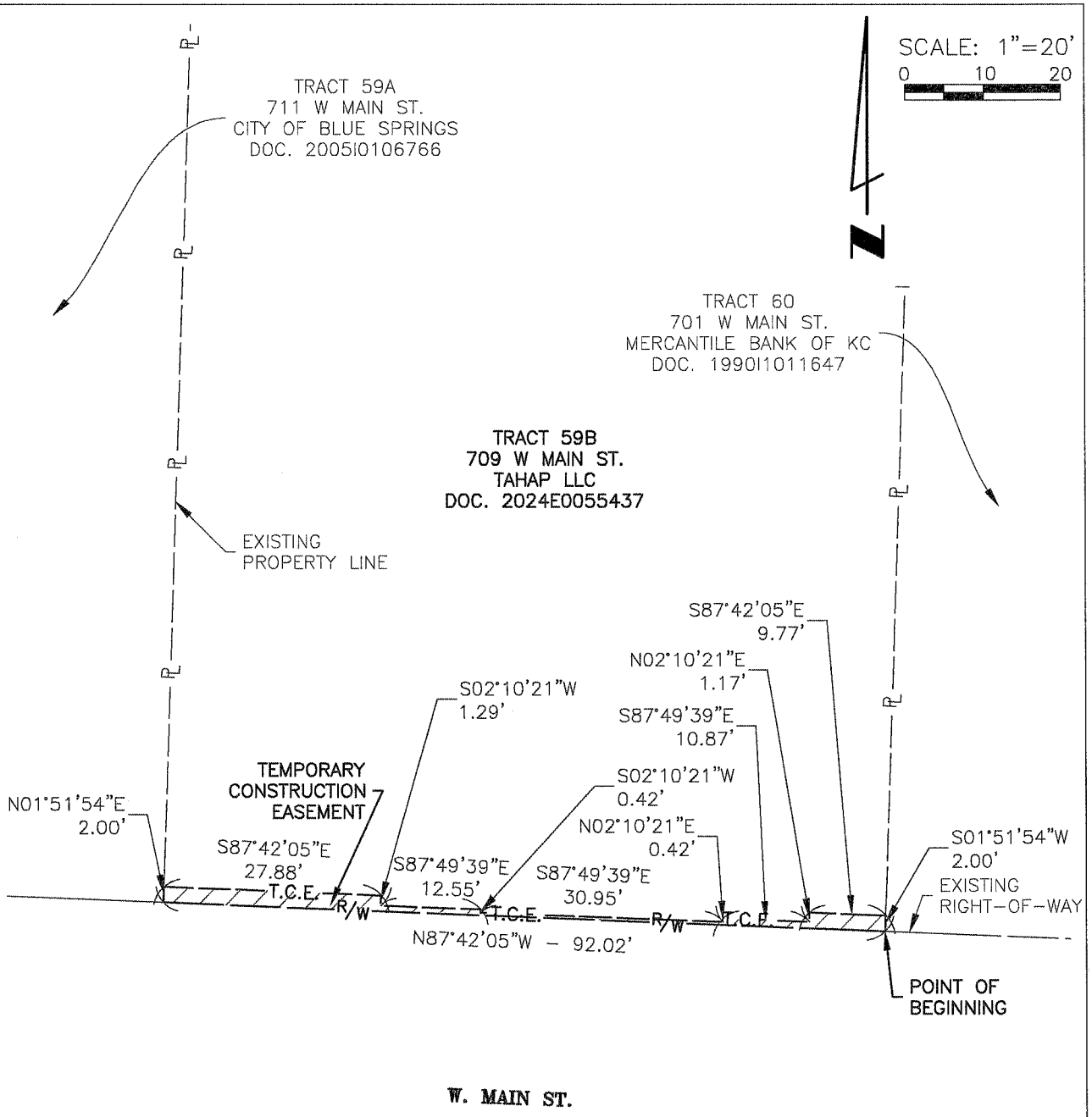


EXHIBIT "B"

INITIALS:

A TRACT OF LAND BEING PART OF DOC. NO. 2024E0055437 SECTION 31, TOWNSHIP 49 NORTH, RANGE 30 WEST JACKSON COUNTY, MISSOURI

TEMPORARY CONSTRUCTION EASEMENT

On the 23 day of January, 2026 2TWENTY2 LLC, a Missouri limited liability company, hereinafter called the GRANTOR, for and in consideration of One Dollar ($1.00) and other valuable consideration received, and the advantages to be gained from the existence of such roadway improvements, public water mains, structures, or conduit and appurtenances thereon, and for good and sufficient consideration, do hereby grant unto the CITY OF BLUE SPRINGS, Missouri, a Municipal Corporation of Jackson County, Missouri, hereinafter called Grantee, whose address is 903 W. Main Street, Blue Springs, MO 64015, a temporary construction easement over, upon, under and through the premises described herein below and right to go upon and use the described portion of GRANTOR'S land to the extent reasonably necessary, and for such time is reasonably necessary for the initial installation and subsequent use of such roadway improvements, public water main and appurtenances upon adjacent property, which such temporary easement shall terminate upon completion and acceptance by GRANTEE of said roadway improvements and water main, said temporary construction easement being described as land laying and being situated in said Jackson County, Missouri, to-wit:

A tract of land described in Exhibit "A" and depicted on the Plat contained in Exhibit "B" both attached hereto and incorporated herein for all purposes.

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances and immunities thereto belonging unto the GRANTEE, its successors and assigns, the GRANTOR hereby covenanting unto the GRANTEE, its successors and assigns as follows:

1. The right of GRANTEE, its agents, servants, employees or independent contractors to go upon said land at any time to excavate or perform other operations for the purposes of removing, maintaining, replacing or repairing said public roadway improvements and water main and all appurtenances incidental thereto.

2. The GRANTOR does hereby covenant with the GRANTEE that GRANTOR is lawfully seized and possessed of the land above described, and a good and lawful right to convey the same, and that it is free from all encumbrances done or suffered by GRANTOR which would interfere with the rights granted hereunder.

3. The GRANTEE agrees to surrender possession of the premises upon the expiration of this temporary easement or any extension thereof, and to leave the premises in substantially the

same or better condition than it was on the date this easement was executed. However, it is understood that grading changes may exist upon completion of the project.

4. The Construction Easement shall begin on the Effective Date and terminate on the earlier to occur of (a) May 1, 2027, or (b) the date upon which Grantee completes the construction of the Roadway and Water Line Project.

Kimberly Compton
1-23-2026

Christine Cates

City of Blue Springs
Christine Cates, City Administrator

ACKNOWLEDGEMENT

STATE OF MISSOURI }
} ss.
COUNTY OF }

On this 23 day of January, 2026, before me appeared Kimberly Compton., to me personally known, who being by me duly sworn, did say he/she is Managing Member of 2 Twenty 2 LLC and that said instrument was signed in behalf of said Limited Liability Company, and said Manager/owner acknowledged said instrument to be the free act and deed of said Limited Liability Company.

IN TESTIMONY WHEREOF, I have herewith set my hand and affixed my notarial seal the day and year first above written.

CHRISTINE O'DWYER
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 23182162
My Commission Expires 06-20-2027

Christine O'Dwyer

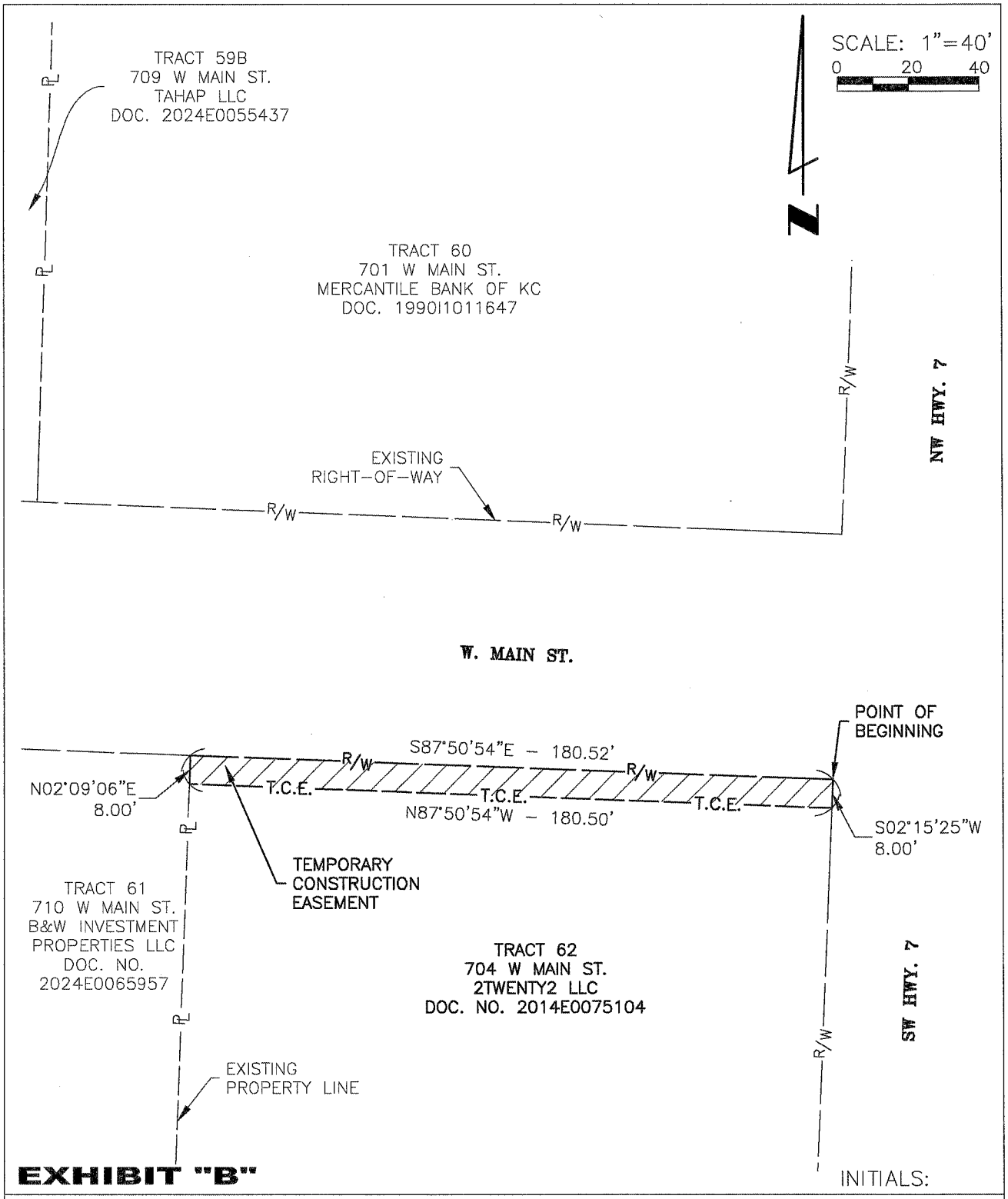
Notary Public
My Commission expires 06-20-2027

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:

Part of a tract of land as described in Document No. 2014E0075104 of the Jackson County Records, located in Section 31, Township 49 North, Range 30 West of the 5th P.M. and being more particularly described as follows:

Commencing at a found 1/2" iron rod at the southwest corner of Lot 12, Block 10 of the plat of the Town of Blue Springs as recorded in Plat Book 2, Page 61 of the Jackson County Records; thence S86°51'46"E 2,267.65 feet to the centerline of W. Main Street; thence leaving said centerline S02°09'24"W 35.66 feet to a point at the intersection of the existing south right-of-way of W. Main Street and the existing west right-of-way of SW Highway 7, said point being the point of beginning of the tract of land herein described; thence along said existing west right-of-way of SW Highway 7 S02°15'25"W 8.00 feet; thence leaving said existing west right-of-way N87°50'54"W 180.50 feet to the west property line of tract 3 as described in Document No. 2014E0075104 of the Jackson County Records; thence along said west property line N02°09'06"E 8.00 feet to the existing south right-of-way of W. Main Street; thence leaving said west property line along said existing south right-of-way S87°50'54"E 180.52 feet to the point of beginning containing 1,444 square feet, the location of which is shown graphically on the attached Exhibit "B".



A TRACT OF LAND BEING PART OF DOC. NO. 2014E0075104 SECTION 31, TOWNSHIP 49 NORTH, RANGE 30 WEST JACKSON COUNTY, MISSOURI

TEMPORARY CONSTRUCTION EASEMENT

On the ___day of _____, 20___, (the "Effective Date") U.S. BANK NATIONAL ASSOCIATION, a national banking association, hereinafter called the GRANTOR, for and in consideration of One Dollar ($1.00) and other valuable consideration received, and the advantages to be gained from the existence of such sidewalk improvements, and appurtenances thereon, and for good and sufficient consideration, do hereby grant unto the CITY OF BLUE SPRINGS, Missouri, a Municipal Corporation of Jackson County, Missouri, hereinafter called GRANTEE, whose address is 903 W. Main Street, Blue Springs, MO 64015, a temporary construction easement over, upon, under and through the premises described herein below and right to go upon and use the described portion of GRANTOR'S land to the extent reasonably necessary, and for such time is reasonably necessary for the initial installation and subsequent use of such sidewalk improvements, and appurtenances upon adjacent property, which such temporary easement shall terminate upon completion and acceptance by GRANTEE of said sidewalk improvements, said temporary construction easement being described as land laying and being situated in said Jackson County, Missouri, to-wit:

A tract of land described in Exhibit "A" and depicted on the Plat contained in Exhibit "B" both attached hereto and incorporated herein for all purposes (the "Property").

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances and immunities thereto belonging unto the GRANTEE, its successors and assigns, the GRANTOR hereby covenanting unto the GRANTEE, its successors and assigns as follows:

1. The right of GRANTEE, its agents, servants, employees or independent contractors to go upon said land at any time to excavate or perform other operations for the purposes of removing, maintaining, replacing or repairing said public sidewalk improvements and all appurtenances incidental thereto.

2. The GRANTEE agrees to surrender possession of the premises upon the expiration of this temporary construction easement or any extension thereof, and to leave the premises in substantially the

same or better condition than it was on the date this easement was executed. However, it is understood that grading changes may exist upon completion of the project.

3. To the extent allowed by law, GRANTEE, its employees, agents and contractors hereby indemnify and hold GRANTOR harmless from and against any injury, expense, damage, liability or claim incurred by GRANTOR arising directly or indirectly from the entry rights granted by GRANTOR to GRANTEE under this Agreement or any act or omission by GRANTEE, its agents, employees, servants, contractors, or any other person entering upon the Property under express or implied invitation or consent of GRANTEE. GRANTEE further agrees to reimburse GRANTOR for any costs or expenses, including, but not limited to, court costs and reasonable attorney fees, incurred by GRANTOR with respect to any such injury, expense, damage, liability or claim.

4. At all times, GRANTEE, or any vendor entering upon the Property, shall maintain at its own cost and expense, a policy of commercial general liability insurance, including contractual liability covering its obligations under this Agreement, with a minimum coverage of $1,000,000 per occurrence and not less than $2,000,000 annual aggregate as to the Easement Area and the Property. Grantee shall also carry automobile liability coverage, all required worker's compensation insurance, and crime or employee dishonesty insurance, including coverage for loss due to the unlawful taking of property owned or held by Bank from within Bank premises by employees of GRANTEE, with a minimum limit of $500,000. All liability policies shall also name GRANTOR as an additional insured. Such insurance shall be purchased from an insurance company licensed to do business in the state where the Property is located, with an A.M. Best rating of not less than A-X, and shall be placed with such company and upon such forms as GRANTOR shall approve.

5. To the extent possible, GRANTEE shall not interfere with GRANTOR'S use and enjoyment of the Property. In light of the fact that GRANTOR operates a retail facility on the Property, GRANTEE (i) shall not block or in any way restrict access to or from the Property by making sure that there is always at least one way to fully access the Property; (ii) shall limit to the best of GRANTEE'S ability any interference or interruption of GRANTOR'S operations on the Property; and (iii) shall not store material, equipment, or use the Property for a staging area. GRANTEE shall restore the Property and return it to GRANTOR in the same or better condition. All access to the Property must be coordinated through the Property Manager.

6. The Temporary Construction Easement shall begin on the Effective Date and terminate on the earlier to occur of (a) _____, or (b) the date upon which Grantee completes the construction of the Roadway and Water Line Project.

_____	_____
U.S. Bank National Association	City of Blue Springs
By: _____	By: Christine Cates
Title: _____	Title: City Administrator

ACKNOWLEDGEMENT

State of _____)
) ss
County of _____)

On this _____ day of _____, 20 _____, before me personally appeared _____to me personally known, who, being by me duly sworn, did say that he/she is the _____of a national banking association of the State of _____, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said _____acknowledged said instrument to be the free act and deed of said corporation.

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

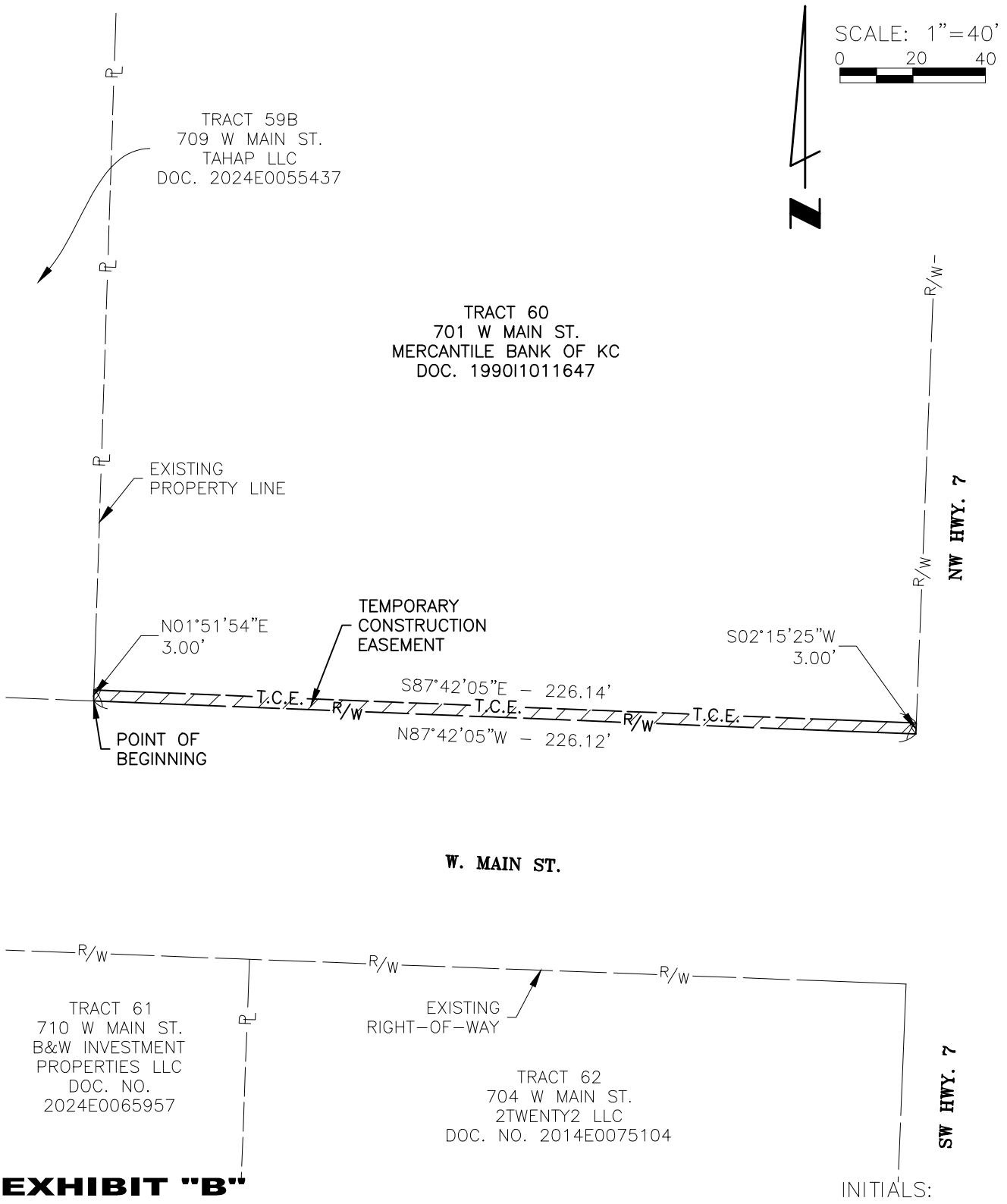
_____
Notary Public
My term expires: _____

EXHIBIT “A”

TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:

Part of a tract of land as described in Document No. 1990I1011647 of the Jackson County Records, located in Section 31, Township 49 North, Range 30 West of the 5th P.M. and being more particularly described as follows:

Commencing at a found 1/2" iron rod at the southwest corner of Lot 12, Block 10 of the plat of the Town of Blue Springs as recorded in Plat Book 2, Page 61 of the Jackson County Records; thence S86°45’15”E 2,041.69 feet to the centerline of W. Main Street; thence leaving said centerline N02°09’24”E 33.63 feet to a point in the existing north right-of-way of W. Main Street, said point being the point of beginning of the tract of land herein described; thence leaving said existing north right-of-way along the west property line of a tract of land as described in Document No. 1990I1011647 of the Jackson County Records N01°51’54”E 3.00 feet; thence leaving said west property line S87°42’05”E 226.14 feet to the existing west right-of-way of NW Highway 7; thence along said existing west right-of-way S02°15’25”W 3.00 feet to the existing north right-of-way of W. Main Street; thence leaving said existing west right-of-way along said existing north right-of-way N87°42’05”W 226.12 feet to the point of beginning containing 678 square feet, the location of which is shown graphically on the attached Exhibit “B”.



A TRACT OF LAND BEING PART OF DOC. NO. 199011011647 SECTION 31, TOWNSHIP 49 NORTH, RANGE 30 WEST JACKSON COUNTY, MISSOURI

TEMPORARY CONSTRUCTION EASEMENT

On the 15 day of April, 2026, 11TH STREET COMMERCIAL REAL ESTATE, LLC, a Missouri limited liability company, hereinafter called the GRANTOR, for and in consideration of One Dollar ($1.00) and other valuable consideration received, and the advantages to be gained from the existence of such roadway improvements, public water mains, structures, or conduit and appurtenances thereon, and for good and sufficient consideration, do hereby grant unto the CITY OF BLUE SPRINGS, Missouri, a Municipal Corporation of Jackson County, Missouri, hereinafter called GRANTEE, whose address is 903 W. Main Street, Blue Springs, MO 64015, a temporary construction easement over, upon, under and through the premises described herein below and right to go upon and use the described portion of GRANTOR'S land to the extent reasonably necessary, and for such time is reasonably necessary for the initial installation of such roadway improvements, public water main and appurtenances upon adjacent property, which such temporary easement shall terminate as set forth in Paragraph 4 herein upon completion and acceptance by GRANTEE of said roadway improvements and water main, said temporary construction easement being described as land laying and being situated in said Jackson County, Missouri, to-wit:

A tract of land described in Exhibit "A" and depicted on the Plat contained in Exhibit "B" both attached hereto and incorporated herein for all purposes.

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances and immunities thereto belonging unto the GRANTEE, its successors and assigns, the GRANTOR hereby covenanting unto the GRANTEE, its successors and assigns as follows:

1. The right of GRANTEE, its agents, servants, employees or independent contractors to go upon said land at any time to excavate or perform other operations for the purposes of removing, maintaining, replacing or repairing said public roadway improvements and water main and all appurtenances incidental thereto during the term of this easement.

2. The GRANTOR does hereby covenant with the GRANTEE that GRANTOR is lawfully seized and possessed of the land above described, and a good and lawful right to convey the same, and that it is free from all encumbrances done or suffered by GRANTOR which would interfere with the rights granted hereunder.

3. The GRANTEE agrees to surrender possession of the premises upon the expiration of this temporary easement or any extension thereof, and to leave the premises in substantially the same or better condition than it was on the date this easement was executed. However, it is understood that grading changes may exist upon completion of the project.

4. The Construction Easement shall begin on the Effective Date and terminate on the earlier to occur of (a) May 1, 2027, or (b) the date upon which GRANTEE completes the construction of the Roadway and Water Line Project.

5. INDEMNIFICATION. To the fullest extent permitted by law, GRANTEE agrees to indemnify, defend, and hold harmless the GRANTOR from and against any and all claims, damages, suits, or causes of action for personal injury, death, or property damage arising out of or resulting from the GRANTEE's or its contractor's operations on or use of the Easement Area, except to the extent such claims are caused by the GRANTOR's own negligence or willful misconduct. This indemnification shall survive the termination of this Temporary Construction Easement.

6. RESTORATION & GRADE MATCH. This paragraph supersedes Paragraph 3. Notwithstanding the provisions regarding grading changes in Paragraph 3, GRANTEE agrees that upon completion of the project, the Easement Area shall be restored to a condition that ensures proper drainage and safe pedestrian access. The final grade of the improvements shall tie in smoothly with the elevation of the GRANTOR's adjacent parking lot and the adjacent alleyway to prevent hazardous drop-offs, tripping hazards, or the impoundment of surface water on GRANTOR's property.

7. NO PERMANENT RIGHTS. This instrument grants a temporary right of use only. Nothing herein shall be construed as granting a permanent easement or fee simple interest in the GRANTOR's property. All rights granted to GRANTEE hereunder shall automatically revert to GRANTOR upon the expiration date set forth in Paragraph 4.

11TH STREET COMMERCIAL REAL ESTATE, LLC

By: _____

Title: Owner

CITY OF BLUE SPRINGS, MO

By: Christine Catlin

Title: City Administrator

ACKNOWLEDGEMENT

STATE OF MISSOURI }
} ss.
COUNTY OF }

On this 15th day of April, 2026, before me appeared Andrew Vazquez, to me personally known, who being by me duly sworn, did say he/she is Managing Member of 11th Street Commercial Real Estate, LLLC and that said instrument was signed in behalf of said Limited Liability Company, and said member acknowledged said instrument to be the free act and deed of said Limited Liability Company.

IN TESTIMONY WHEREOF, I have herewith set my hand and affixed my notarial seal the day and year first above written.

Megan Rodgers
Notary Public
My Commission expires 10/29/2026

MEGAN RODGERS
NOTARY PUBLIC - STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES: 10/29/2026
COMMISSION# 18919561

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:

Part of a tract of land as described in Document No. 2021E0052545 of the Jackson County Records, located in Section 31, Township 49 North, Range 30 West of the 5th P.M. and being more particularly described as follows:

Commencing at a found 1/2" iron rod at the southwest corner of Lot 12, Block 10 of the plat of the Town of Blue Springs as recorded in Plat Book 2, Page 61 of the Jackson County Records; thence S37°20'57"E 786.15 feet to the centerline of SW 11th Street; thence leaving said centerline S88°40'44"E 28.12 feet to a point in the existing east right-of-way of SW 11th Street, said point being the point of beginning of the tract of land herein described; thence leaving said existing east right-of-way along the existing south right-of-way of an alley S88°05'28"E 3.00 feet; thence leaving said existing south right-of-way S01°54'29"W 48.39 feet to the south property line of a tract of land as described in Document No. 2021E0052545 of the Jackson County Records; thence along said south property line N88°05'31"W 3.00 feet to the existing east right-of-way of SW 11th Street; thence along said existing east right-of-way N01°54'29"E 48.39 feet to the point of beginning containing 145 square feet, the location of which is shown graphically on the attached Exhibit "B".

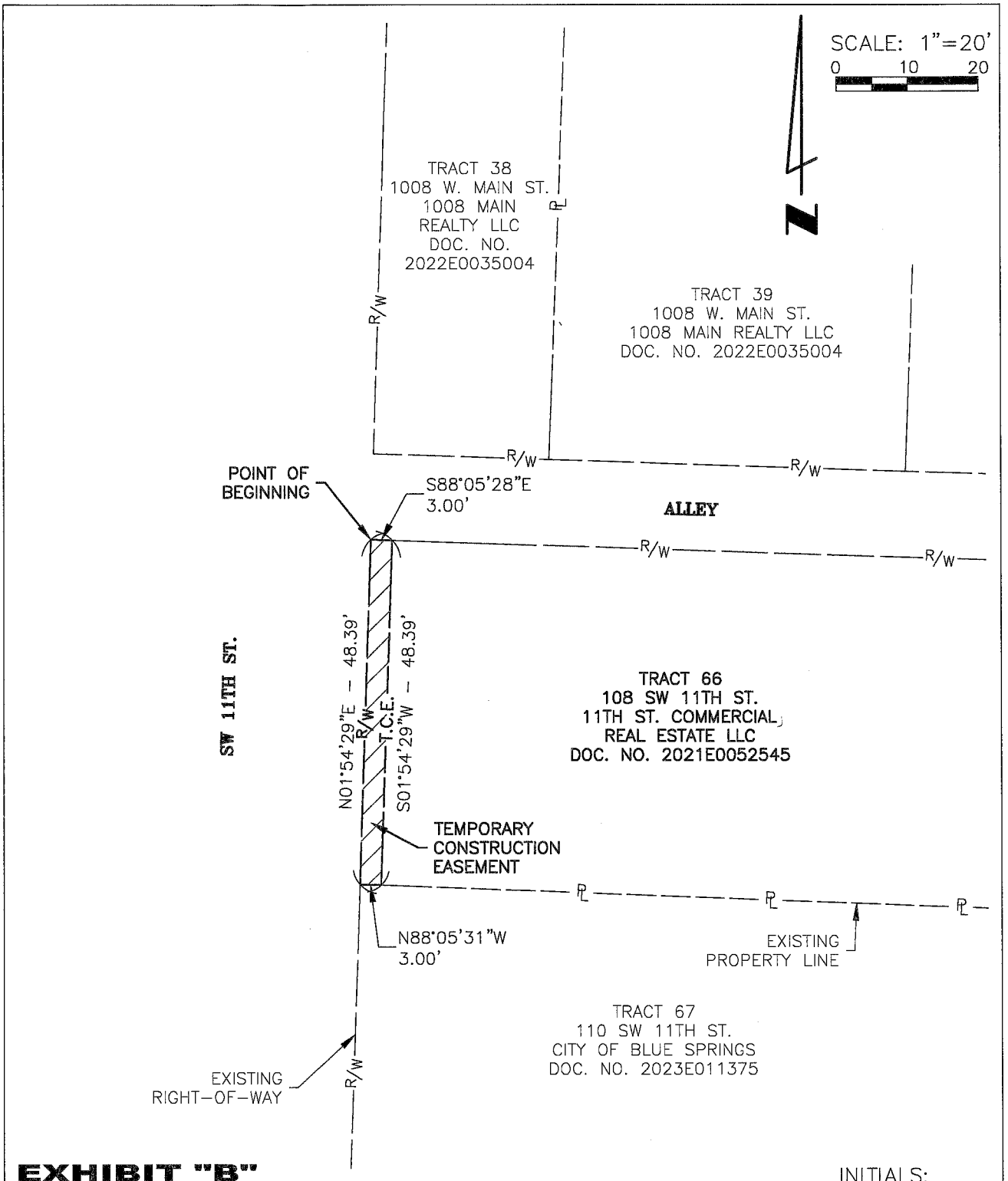


EXHIBIT "B"

INITIALS:

A TRACT OF LAND BEING PART OF DOC. NO. 2021E0052545 SECTION 36, TOWNSHIP 49 NORTH, RANGE 31 WEST JACKSON COUNTY, MISSOURI

TEMPORARY CONSTRUCTION EASEMENT

On the 23 day of January, 2026, Van Paul Waan, a married person, hereinafter called the GRANTOR, for and in consideration of One Dollar ($1.00) and other valuable consideration received, and the advantages to be gained from the existence of such roadway improvements, public water mains, structures, or conduit and appurtenances thereon, and for good and sufficient consideration, do hereby grant unto the CITY OF BLUE SPRINGS, Missouri, a Municipal Corporation of Jackson County, Missouri, hereinafter called Grantee, whose address is 903 W. Main Street, Blue Springs, MO 64015, a temporary construction easement over, upon, under and through the premises described herein below and right to go upon and use the described portion of GRANTOR'S land to the extent reasonably necessary, and for such time is reasonably necessary for the initial installation and subsequent use of such roadway improvements, public water main and appurtenances upon adjacent property, which such temporary easement shall terminate upon completion and acceptance by GRANTEE of said roadway improvements and water main, said temporary construction easement being described as land laying and being situated in said Jackson County, Missouri, to-wit:

A tract of land described in Exhibit "A" and depicted on the Plat contained in Exhibit "B" both attached hereto and incorporated herein for all purposes.

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances and immunities thereto belonging unto the GRANTEE, its successors and assigns, the GRANTOR hereby covenanting unto the GRANTEE, its successors and assigns as follows:

1. The right of GRANTEE, its agents, servants, employees or independent contractors to go upon said land at any time to excavate or perform other operations for the purposes of removing, maintaining, replacing or repairing said public roadway improvements and water main and all appurtenances incidental thereto.

2. The GRANTOR does hereby covenant with the GRANTEE that GRANTOR is lawfully seized and possessed of the land above described, and a good and lawful right to convey the same, and that it is free from all encumbrances done or suffered by GRANTOR which would interfere with the rights granted hereunder.

3. The GRANTEE agrees to surrender possession of the premises upon the expiration of this temporary easement or any extension thereof, and to leave the premises in substantially the

same or better condition than it was on the date this easement was executed. However, it is understood that grading changes may exist upon completion of the project.

4. The Construction Easement shall begin on the Effective Date and terminate on the earlier to occur of (a) N/A, or (b) the date upon which Grantee completes the construction of the Roadway and Water Line Project.

1/23/24

Christine Cates

City of Blue Springs
Christine Cates, City Administrator

ACKNOWLEDGEMENT

State of MO)
) ss
County of Jackson)

On this 23 day of JAN, 20 26, before me personally appeared Van Waan to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

Notary Public
My term expires: MAR 23, 2026

SCOTT VESTAL
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 22563929
My Commission Expires Mar 23, 2026

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:

Part of a tract of land as described in Document No. 2022E0061171 of the Jackson County Records, located in Section 36, Township 49 North, Range 31 West of the 5th P.M. and being more particularly described as follows:

Commencing at a found 1/2" iron rod at the southwest corner of Lot 12, Block 10 of the plat of the Town of Blue Springs as recorded in Plat Book 2, Page 61 of the Jackson County Records; thence S58°05'54"E 880.67 feet to the centerline of SW 11th Street; thence leaving said centerline S88°40'44"E 25.66 feet to a point in the existing east right-of-way of SW 11th Street, said point being the point of beginning of the tract of land herein described; thence leaving said existing east right-of-way along the north property line of a tract of land as described in Document No. 2022E0061171 of the Jackson County Records S88°05'31"E 5.00 feet; thence leaving said north property line S01°54'29"W 79.72 feet to the south property line of said tract; thence along said south property line N88°05'31"W 5.00 feet to the existing east right-of-way of SW 11th Street; thence leaving said south property line along said existing east right-of-way N01°54'29"E 79.72 feet to the point of beginning containing 399 square feet, the location of which is shown graphically on the attached Exhibit "B".

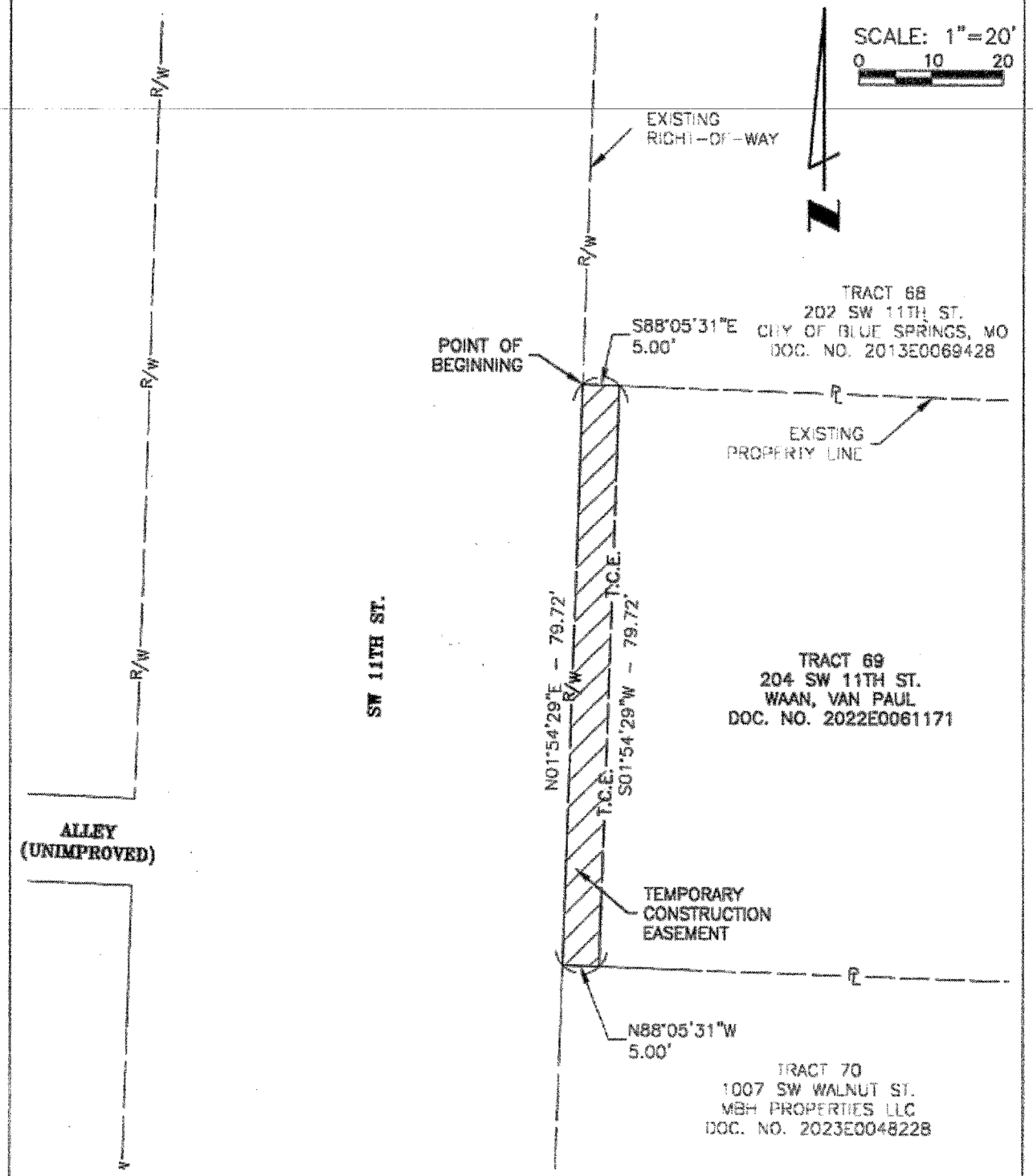


EXHIBIT "B"

INITIALS:

A TRACT OF LAND BEING PART OF DOC. NO. 2022E0061171
SECTION 36, TOWNSHIP 49 NORTH, RANGE 31 WEST
JACKSON COUNTY, MISSOURI

11/10/25

ROUTE: Main Street
COUNTY: Jackson
PROJECT: Main Street Streetscape Improvements and Water Main Replacement
PARCEL: 70

GENERAL WARRANTY DEED

(1) **PARTIES**: THIS AGREEMENT, made this 06 day of April, 2026, by and between D'Arcy Investments, LLC, a Missouri Limited Liability Company of the County of Jackson, State of Missouri, Grantors, and the City of Blue Springs, State of Missouri, Grantee.

GRANTOR'S SITE ADDRESS: 1007 SW Walnut Street, Blue Springs, MO 64015
GRANTOR'S MAILING ADDRESS: 1007 SW Walnut Street, Blue Springs, MO 64015
GRANTEE'S ADDRESS: 903 W. Main Street, Blue Springs, MO 64015

(2) **CONSIDERATION**: Grantors, in consideration of the sum of ONE AND NO/100TH DOLLARS ($1.00) to be paid by the City of Blue Springs, the receipt of which is hereby acknowledged, does/do hereby grant, bargain and sell, convey and confirm fee simple title in the property described in this deed.

(3) **PROPERTY DESCRIPTION**: Grantors convey to the City of Blue Springs the following described real estate and interests in real estate in the City of Blue Springs, State of Missouri:

A tract of land described in Exhibit "A" and depicted on the Plat contained in Exhibit "B" both attached hereto and incorporated herein for all purposes.

Subject to any and all easements, restrictions, conditions, etc. of record.

(4) **RIGHTS OF GRANTEE**: Grantee shall obtain all rights, privileges, appurtenances and immunities belonging to the Grantors, their successors and assigns forever.

(5) **WARRANTY**: Grantors hereby covenant that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed. Grantors covenant that they have good right to convey the property. Grantors covenant that the said premises are free and clear of any encumbrances done or suffered by them or those under whom they claim; and that they will warrant and defend the title to said premises unto the City of Blue Springs and unto its successors and assigns, forever, against the lawful claims and demands of all persons whomsoever.

(6) **DATE**: IN WITNESS WHEREOF, the said Grantors executed the above the day and year first above written.

By: _____
Signature

Michael Wheaton, Grantor
Print Name

Christine Cates
City of Blue Springs
Christine Cates, City Administrator

ACKNOWLEDGEMENT

State of Missouri)
) ss
County of Jackson)

On this 16th day of April, 2024, before me appeared Michael Wheaton, to me personally known, who being by me duly sworn, did say he/she is Managing Member of D'Arcy Investments, LLC and that said instrument was signed in behalf of said Limited Liability Company, and said Member acknowledged said instrument to be the free act and deed of said Limited Liability Company.

IN TESTIMONY WHEREOF, I have herewith set my hand and affixed my notarial seal the day and year first above written.

Megan Rodgers
Notary Public
My Commission expires 10/29/2026

MEGAN RODGERS
NOTARY PUBLIC - STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES: 10/29/2026
COMMISSION# 18919561

Exhibit 'A'

NEW-RIGHT-OF-WAY

Part of a tract of land as described in Document No. 2023E0048228 of the Jackson County Records, located in Section 31, Township 49 North, Range 30 West of the 5th P.M. and being more particularly described as follows:

Commencing at a found 1/2" iron rod at the southwest corner of Lot 12, Block 10 of the plat of the Town of Blue Springs as recorded in Plat Book 2, Page 61 of the Jackson County Records; thence S49°49'05"E 973.69 feet to the centerline of SW 11th Street; thence leaving said centerline S88°40'44"E 23.99 feet to a point in the existing east right-of-way of SW 11th Street, said point being the point of beginning of the tract of land herein described; thence leaving said existing east right-of-way S43°38'55"E 34.26 feet to the existing north right-of-way of SW Walnut Street; thence along said existing north right-of-way N88°05'31"W 15.84 feet; thence N41°43'22"W 12.49 feet to the existing east right-of-way of SW 11th Street; thence along said existing east right-of-way N01°54'29"E 14.95 feet to the point of beginning containing 254 square feet, the location of which is shown graphically on the attached Exhibit "B".

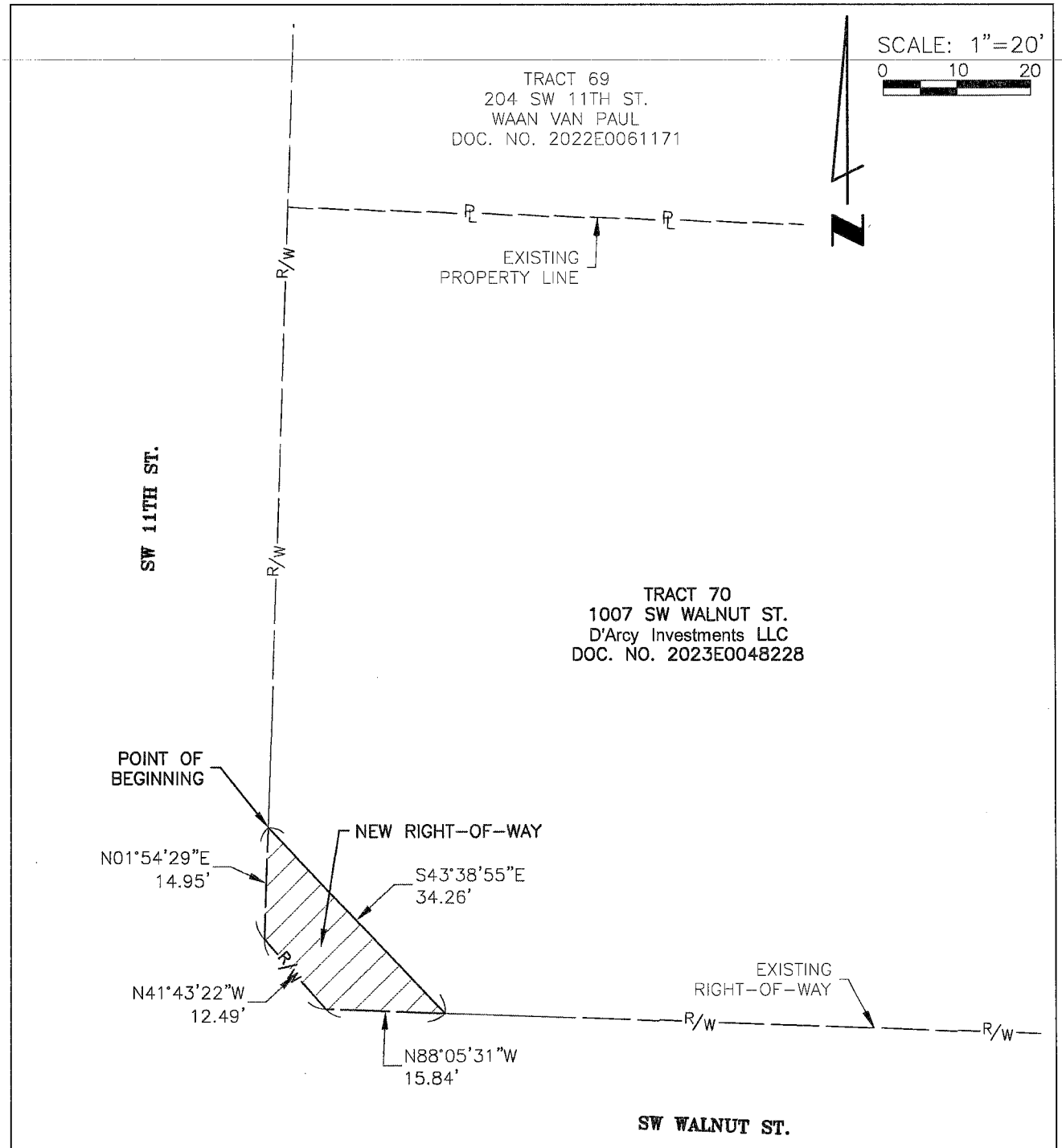


EXHIBIT "B"

INITIALS:

A TRACT OF LAND BEING PART OF DOC. NO. 2023E0048228
SECTION 36, TOWNSHIP 49 NORTH, RANGE 31 WEST
JACKSON COUNTY, MISSOURI

Council Meeting Date: May 4, 2026

Agenda Item #: 14 & 15

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: April 6, 2026

ITEM TYPE: Presentation / Resolution

SUBMITTED BY: Justin Stuart

CONTRACT NUMBER: N/A

DEPARTMENT: Parks and Recreation

STRATEGIC PLAN PRIORITY: Balanced Growth

ITEM DESCRIPTION

Ryan Hegreness, Consultant for Berry, Dunn, McNeil & Parker LLC (BerryDunn), will present the Parks, Recreation and Open Space Master Plan for the City of Blue Springs. Upon completion of the presentation, a motion is in order to approve a Resolution which will adopt the Parks, Recreation and Open Space Master Plan.

BACKGROUND

In October 2016, the City Council approved a contract with GreenPlay, LLC to develop the first ever Parks and Open Space Comprehensive Master Plan for the City of Blue Springs. That plan provided a blueprint for the Parks and Recreation Department to follow over the next 10 years to completely revamp and redirect the Department. The 2015 Parks and Open Space Comprehensive Master Plan led to the purchase of the Fieldhouse and the passage of the ½ cent Park Sales Tax, among many other successful initiatives. Staff was able to complete about 85% of that original plan.

In January 2025, the City Council approved a contract with Berry, Dunn, McNeil & Parker LLC (BerryDunn) to provide an updated Parks, Recreation and Open Space Master Plan for the City of Blue Springs. Staff has been working with BerryDunn over the past 14 months to gather public input, data gathering on existing programs, and evaluation of existing facilities. BerryDunn held several opportunities for public input and comments to incorporate the community into the plan. Stakeholder meetings with groups that use park facilities were also facilitated by BerryDunn. There were also engagement opportunities with City Council, Park Commission, and staff to ensure input was gathered from all interested parties. Additionally, an ADA audit of all Park facilities was conducted, along with a full Park system evaluation. Lastly, a financial analysis of the Department's operations was conducted along with a Recreation Programming analysis.

A draft of the Parks, Recreation and Open Space Master Plan was presented to a joint meeting of City Council and Park Commission members on March 30, 2026 for additional comments. BerryDunn has incorporated all comments provided into the final document. Additional language and appendices have been included to address all sections of the Master Plan.

On April 21, 2026 the Park Commission reviewed the final document and discussed the draft plan. They unanimously recommended the City Council adopt the plan as presented. The Park Commission and staff recommend adoption of a resolution to incorporate the Parks, Recreation and Open Space Master Plan by City Council. The adoption of this Parks, Recreation and Open Space Master Plan satisfies a core objective and performance measure under the Balanced Growth Strategic Priority Area for the City's Strategic Plan 2025 – 2030.

FINANCIAL IMPACT

INFORMATION	DETAIL
Contractor:	Berry, Dunn, McNeil & Parker LLC

PROJECT TIMELINE

INFORMATION	DETAIL
Estimated Start Date	May 4, 2026
Estimated End Date	May 4, 2036

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Park Commission

Date: April 21, 2026

Action: Recommend with a vote of 5 Ayes, 0 No's Adoption of the Parks, Recreation and Open Space Master Plan

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with the Plan Parks, Recreation and Open Space Master Plan as Exhibit A

REVIEWED BY

Requesting Director: Justin Stuart

Legal: N/A

Administration: George Schmitz

City Administrator: Christine Cates

Budget: N/A

RESOLUTION 36-2026

A RESOLUTION ADOPTING THE PARKS, RECREATION AND OPEN SPACE MASTER PLAN

WHEREAS, the City of Blue Springs included funding in the Fiscal Year 2024-25 Capital Improvement Program to update the Parks, Recreation and Open Space Master Plan; and

WHEREAS, the Parks and Recreation Department prepared specifications and secured qualification submittals; and

WHEREAS, the City of Blue Springs contracted with Berry, Dunn, McNeil & Parker LLC on January 6, 2025 to develop an updated Parks, Recreation and Open Space Master Plan; and

WHEREAS, Berry, Dunn, McNeil & Parker LLC conducted public meetings, distributed a statistically valid survey, completed a park assessment and conducted a recreation program audit ; and

WHEREAS, the 2026 Parks, Recreation and Open Space Master Plan includes among other things, an updated park inventory assessment, park development needs, recreational program needs and Department growth opportunities; and

WHEREAS, the 2026 Parks, Recreation and Open Space Master Plan will guide the development and improvement of the park, recreation and open space systems for the next decade; and

WHEREAS, a draft version of the Parks, Recreation and Open Space Master Plan was presented to the City Council, Park Commission and community on at the City Council Work Session on March 30, 2026 for review and input, resulting in the final

Parks, Recreation and Open Space Master Plan document; and

WHEREAS, the adoption of this Parks, Recreation and Open Space Master Plan satisfies a core objective and performance measure under the Balanced Growth Strategic Priority Area for the City's Strategic Plan 2025 – 2030.

WHEREAS, the Park Commission on April 21, 2026 unanimously endorsed the 2026 Parks, Recreation and Open Space Master plan and recommends adoption.

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

Section 1. The City Council hereby adopts the Parks, Recreation and Open Space Master Plan; said document is attached hereto as Exhibit "A" and is incorporated herein.

Section 2. City staff is directed to perform all tasks necessary to implement the document and it's state objectives

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 4th day of May 2026.

CITY OF BLUE SPRINGS

_____

Chris Lievsay, Mayor

ATTEST:

_____

Erin Ford, City Clerk





PARKS, RECREATION, AND OPEN SPACE

MASTER PLAN

PLAYNATURALLY
BLUE SPRINGS
PARKS & RECREATION







CONTENTS

ACKNOWLEDGMENTS.....3

1

EXECUTIVE SUMMARY..... 4

Introduction.....4
Community Needs Assessment 4
Key Planning Efforts.....6

2

INTRODUCTION AND VISION.7

Blue Springs Parks & Recreation System Overview.....8
Project Purpose 9
Current Conditions 9

3

ORGANIZATION PROFILE....10

Organizational Assessment.....10
3.2 Financial Assessment..... 16

4

PROGRAMMING, BENCHMARKS, AND VISITATION 28

4.1 Recreation and Sports Program Inventory and Opportunity.....29
Facility Visitation.....33
Benchmarking Insights..... 43

5

PARKS, FACILITIES, LEVELS OF SERVICE AND ACCESS..... 49

5.1 Park and Open Space Inventory and Classification..... 50
Park Classifications..... 50
5.3 Systemwide Insights and Key Findings 51
5.4 Level of Service 52
Geographic Gap Analysis..... 56
Facility Assessment.....58
Accessibility and Walkability.....58
Social Equity Analysis 59
Capital Improvement Needs 59
Key Systemwide Themes 60

6

NEEDS ASSESSMENT 61

Engagement Overview.....62
Community Feedback Findings 63
Statistically Valid Survey Findings 64
Key Findings.....72
Summary 74

7

STRATEGIC PRIORITIES 75

Strategic Priorities and Actions 75
7.2 Capital Development Plan.....82
Implementation.....83

ACKNOWLEDGMENTS

ELECTED OFFICIALS

- Mayor Chris Lievsay
- Jerry Kaylor (District 1), Mayor Pro Tempore
- Galen Ericson (District 1)
- Katie Tholen (District 2)
- Kent Edmondson (District 2)
- Jeremy Rowan (District 3)
- Nick Brummel (District 3)

PARK COMMISSION

- Tony Lopez, Chair
- Brian Markworth, Vice Chair
- Brittany Boswell
- Debbie Canfield
- Ken Horrell
- Tara Johnson
- Greg Markway
- Nick Tepesch
- Kyle Legg

CITY ADMINISTRATION

- Christine Cates, City Administrator
- Dennis Dovel, Assistant City Administrator
- Brian Spano, Communications Manager, Public Information Officer (PIO)

PARKS & REC STAFF

- Justin Stuart, Director Parks & Recreation
- Mary Herrington, Assistant Director Parks & Recreation
- Derek Mayden, Assistant Director, Parks Services, Parks Maintenance
- Sarah Brewer, Marketing Coordinator Parks & Recreation
- Daniel Sack, Superintendent of Recreation
- Michael Cox, Superintendent of Fieldhouse and Aquatics

CONSULTANT TEAM

- Berry, Dunn, McNeil & Parker, LLC
- Vireo
- SFS Architecture
- ETC Institute

1

EXECUTIVE SUMMARY

Blue Springs Parks & Recreation Department (BSPR; the Department) is a high-performing, community-centered department entering a period of significant opportunity and mounting operational pressure. The system benefits from strong public trust, exceptional revenue generation, and newly expanded facilities, particularly the Carson Ross Community Recreation Complex, including Blue Surf Bay, which has elevated visibility and participation across all age groups. As the community becomes more diverse in age, household composition, and cultural identity, expectations for modern, inclusive, and well-maintained parks and recreation services continue to rise.

A multifaceted planning process, including organizational assessment, community engagement, financial review, program analysis, level of service evaluation, and visitation trends, reveals a system with clear strengths and opportunities for continued improvement. The findings in this plan establish the foundation for long-term planning, strategic investment, and sustainable growth over the next decade.

Introduction

The master plan charts a forward-looking path for BSPR, responding to new growth, increasing demand, and evolving community needs. Through robust analysis and public input, this plan aligns facilities, programs, and investments with resident priorities, working to ensure sustainable, equitable, and high-quality recreation opportunities for all.

Community Needs Assessment

The City of Blue Springs (the City; Blue Springs) residents highly value their parks and recreation system, with survey and engagement data showing strong interest in enhanced trails, community events, improved maintenance, expanded and modernized parks and park amenities, and greater walkability and accessibility. While overall park access is good, the plan identifies opportunities to address system gaps with new park construction, and the need for renovations to older parks in the system. The community also prioritizes inclusive programming and better distribution of neighborhood-scale recreation opportunities.

Key findings, such as demand for splash pads, playground upgrades, shaded seating, and improved safety, are detailed in the "Strategic Priorities" and "Planning Efforts" sections of this document. Maintenance, infrastructure, and accessibility concerns, including Americans with Disabilities Act (ADA) compliance and affordability, are identified in the "Parks, Facilities, Levels of Services and Access" sections of the document.

Overall, the assessment highlights a community ready for modernization, seeking equitable access, updated amenities, and recreation opportunities that reflect Blue Springs' growth. For expanded detail, see "Key Planning Efforts" and "Strategic Priorities" sections of the Master Plan.

Figure 1.1 highlights community priorities that consistently surfaced through the community needs assessment. Items appearing in the high priority category appeared consistently across community engagement initiatives, including a statistically valid survey, comment cards, digital engagements, focus groups, and in-person engagement activities.

Figure 1.1: Priority of Needs

FACILITY & PROGRAM NEEDS

HIGH PRIORITY	MEDIUM PRIORITY	LOW PRIORITY
More trails, better connectivity	Outdoor fitness	Low-income opportunities
Special events	Fishing areas	Water access
Additional park and open space	Improved accessibility	Indoor pool space
Pickleball courts	Water-based recreation	Nature programs
Senior programs and activity spaces / Vesper Hall	Additional assets in South	Amphitheater
Increased park maintenance	More natural areas	Adult fitness programs
Updated park bathrooms	More playground areas	Toddler/childcare programs
Additional splash pads	Outdoor ice rink	Dog parks
Inclusive programming	Teen spaces	More shaded areas

OPERATIONAL NEEDS

HIGH PRIORITY	MEDIUM PRIORITY	LOW PRIORITY
Improved marketing	Additional storage	Expanded pool hours
Improved safety in parks	Updated technology	Extended bathroom hours and year-round access
	Additional funding and alignment of expectations with available resources	Tourism focus (encourage visitation from outside the city)



Key Planning Efforts

The master plan integrates organizational, financial, program, visitation, and service-level analyses, as well as robust public engagement, to clarify strengths and gaps in the system. Major findings on staffing, program offerings, financial sustainability, facility demand, and geographic service gaps are incorporated in the strategic priorities below, with expanded discussion in later sections, and full details in the appendices.

Figure 1.2: Strategic Priorities

STRATEGIC PRIORITIES

- **HIGH QUALITY OF LIFE:** Foster a vibrant and inclusive community where all residents enjoy enriching experiences, equitable opportunities, and a high quality of life.
- **COMMUNITY IDENTITY:** Strengthen community identity by fostering local pride, celebrating achievements, and creating distinctive experiences that unite residents and enhance the City's reputation.
- **ACCESSIBILITY:** Ensure every resident can participate in community life by advancing affordability, inclusivity, and access across programs, facilities, and experiences.
- **INCREASED AWARENESS:** Increase community engagement and program participation by delivering clear, consistent, and innovative communications that build awareness, strengthen connections, and enhance the City's brand presence.
- **BALANCED GROWTH:** Promote sustainable and equitable growth by revitalizing community spaces, optimizing use of facilities, and ensuring access to diverse recreational opportunities for all residents.
- **ORGANIZATIONAL HEALTH:** Advance organizational excellence to ensure delivery of high-quality services and positive outcomes for both staff and the community.



2 INTRODUCTION AND VISION

This section introduces the foundational elements and strategic direction for the Blue Springs Parks, Recreation, and Open Space Master Plan. It outlines the department's commitment to delivering a connected, accessible, and high-quality system for all residents.

Blue Springs Parks & Recreation System Overview

Blue Springs Parks & Recreation serves a growing and diverse community with a system that blends neighborhood parks, community parks, regional destinations, special-use facilities, and natural areas. The department plays a central role in supporting active lifestyles, providing spaces for recreation and gathering, and strengthening community identity. Its facilities—including Vesper Hall, Hidden Valley Sports Complex, a citywide park network, and the Carson Ross Community Recreation Complex containing the Fieldhouse, and Blue Surf Bay Waterpark—serve both residents and regional visitors, contributing to Blue Springs' profile as a recreation-rich community.

Recent capital investments, particularly the expansion of indoor and outdoor aquatic facilities through the addition of Blue Surf Bay at the Carson Ross Community Recreation Complex, have elevated the system's visibility and significantly increased participation. At the same time, aging park infrastructure, rising maintenance needs, and growing demand for modern amenities create ongoing operational and reinvestment opportunities.

The department's reach extends beyond facilities to include recreation programs, special events, senior services, and partnerships with schools and community organizations. Together, these elements reinforce Blue Springs' commitment to high-quality experiences, equitable service delivery, and a parks and recreation system that supports community wellbeing and civic pride.









Project Purpose

The City of Blue Springs developed this master plan to guide the future of its parks, recreation facilities, open spaces, and community programs. The plan establishes a framework for enhancing quality of life, supporting equitable access, and sustaining high-performing operations as the system evolves.

This effort builds on an assessment of current conditions, including organizational structure, financial performance, program offerings, facility demand, and geographic service gaps. The master plan is designed to help ensure future investments are strategic, equitable, and responsive to emerging community needs. The planning process integrates extensive public engagement, mobility-based visitation data, level of service analysis, and operational evaluations to clarify strengths, challenges, and opportunities.

The purpose of the master plan is to provide clear, actionable guidance that helps the department prioritize resources, modernize aging infrastructure, improve system accessibility, strengthen organizational health, and sustain high-quality recreation experiences for all residents. It also positions Blue Springs to anticipate demographic changes, support community identity, and maintain a park and recreation system that reflects the values and aspirations of the community.

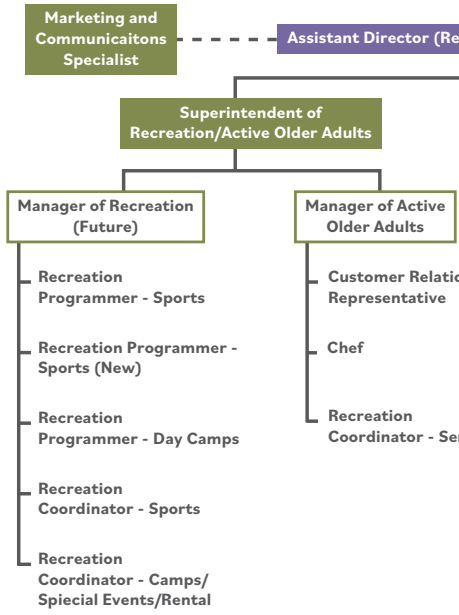
Current Conditions

Blue Springs Parks & Recreation oversees a dynamic system shaped by recent growth, changing demographics, and rising expectations for modern, accessible, and well-maintained public spaces. Projections show diversity continuing to gradually increase, with the City having fewer youths and more seniors and young adults in the years ahead. Recent capital investments have elevated visibility and increased demand for amenities such as aquatics, indoor fitness, and sports tourism, while also highlighting operational opportunities related to staffing, program scheduling, and facility upkeep.

Operational strengths include strong leadership, dedicated staff, and high-cost recovery performance, but challenges persist with staffing below the levels of peer organizations, broad spans of control, and some outdated systems and administrative bottlenecks. Maintenance requirements are rising as the park system ages, with many restrooms, shelters, and support buildings in the process of renovation or replacement. Community expectations continue to expand, reflecting a desire for accessible trails, splash pads, inclusive programs, and expanded amenities, as well as priorities around safety, lighting, and accessibility. Geographic gaps in walkable park access and undeveloped parcels represent critical opportunities for meeting long-term demand as the city grows. Overall, Blue Springs Parks & Recreation possesses strong assets and broad community support but faces operational, infrastructure, and access challenges, underscoring the importance of strategic investment and thoughtful growth planning.







Blue Springs Parks & Recreation is a high-performing department supported by a committed staff team, strong community trust, and a growing system of parks, facilities, and programs. The organizational assessment conducted for this plan provides a clear picture of current strengths, challenges, and opportunities that will guide long-term improvements.

Organizational Assessment

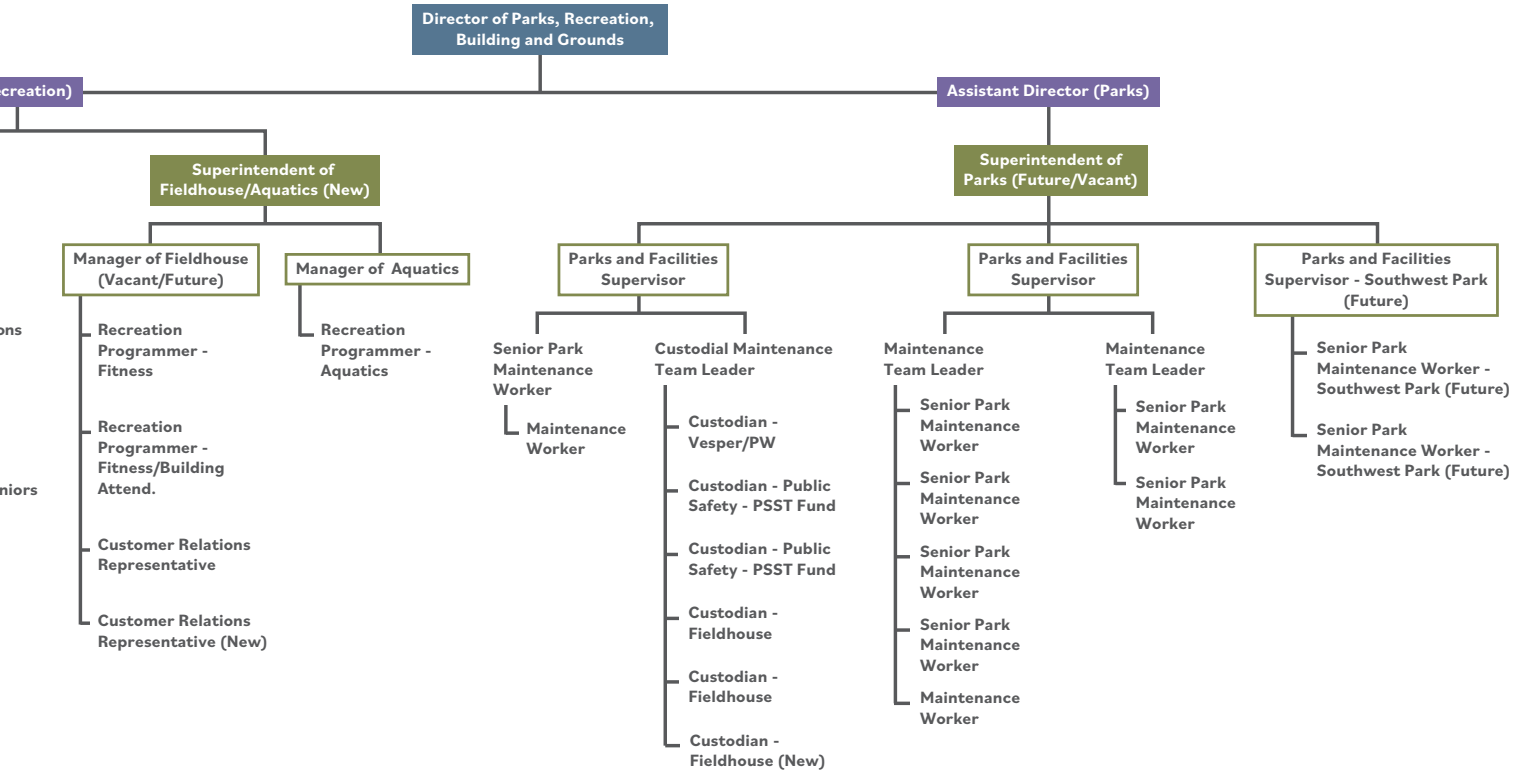
3.1.1 OVERVIEW OF ORGANIZATIONAL HEALTH



BSPR staff exhibit strong dedication, adaptability, and a clear commitment to quality service, often stepping beyond their primary roles to address the challenges of lean staffing, aging systems, and broad supervisory spans. While experienced leadership and a cohesive internal culture continue to support strong performance in program delivery and cost recovery, evolving operational demands—such as workforce capacity, administrative processes, and opportunities for workflow modernization—present areas for strategic enhancement. These factors influence the department's ability to expand services and fully meet the needs of a growing and dynamic community.

The organization's structure, centered on three primary divisions and supported by centralized leadership and marketing, provides a solid foundation for continued success. Building on this framework, targeted investments in capacity, systems, and process improvements will be key to sustaining excellence and supporting future growth. Notably, the department has already begun addressing several of these opportunities through the development of this master plan.

Figure 3.1: Blue Springs Organizational Chart



3.1.2 ORGANIZATIONAL STRUCTURE, HIERARCHY, AND REPORTING

The three operational divisions are supported by a director, two assistant directors, and a centralized marketing and communications function. This alignment reflects the department's primary service areas and provides a framework that supports programming, facility operations, and maintenance across the system.

The current structure enables efficient delivery of core services but is increasingly strained by rising participation, expanded facilities, and the growing complexity of operations. Several roles carry broad portfolios that stretch supervisory capacity and dilute time needed for planning, coaching, and system improvement. Four to five layers separate the director from frontline staff, contributing to communication challenges, inconsistent role clarity, and slower decision-making.

Some staff operate laterally across divisions out of necessity, helping maintain service quality but creating inefficiencies and reliance on individual institutional knowledge. Proposed future positions signal anticipated growth in sports, aquatics, senior services, and park maintenance, areas where growing demand and aging infrastructure create sustained operational pressure.

Strengthening vertical reporting alignment, reducing spans of control, and modernizing internal systems, particularly the registration process at Carson Ross Community Recreation Complex and across online platforms, will be essential to increasing responsiveness, improving staff support, and elevating the overall customer experience. A more intuitive, reliable, and accessible registration process will reduce friction for users and better reflect the quality of services being delivered.

3.1.3 DIVISION-LEVEL ASSESSMENT

1. Department Leadership

Leadership provides overall strategic direction, operational oversight, and community-facing communication. Leaders maintain strong awareness of daily operations, reinforce internal culture, and support cross-division collaboration. As service demands increase, leadership faces rising pressure to balance strategic planning with hands-on operational support, underscoring the need for expanded supervisory capacity and clearer vertical alignment.

2. Recreation and Active Older Adults Division

This division oversees a wide range of programs for youth, adults, and seniors, including sports, camps, special events, and nutrition services. Program participation is strong and growing, but staffing and supervisory coverage are stretched due to high demand, increasing workload, and the need for more structured processes. Expanding programs, especially in youth sports, senior programming, and event programming, creates ongoing pressure on scheduling, communication, and facility access.

3. Fieldhouse & Aquatics Division

The Carson Ross Community Recreation Complex serves as major community anchors with high daily visitation and strong loyalty. This division manages facility operations, fitness and wellness programming, aquatics scheduling, customer service, and revenue-generating activities. Growing participation and year-round usage create capacity challenges, particularly in supervision, maintenance, and peak-time programming. As facility workloads expand, additional staffing and clearer internal coordination will be essential to maintaining service quality.

4. Parks and Building Maintenance Division

The Parks and Building Maintenance Division is the most labor-intensive branch and is responsible for park maintenance, outdoor spaces, custodial support, sports turf, restrooms, shelters, and public safety buildings. High community use, aging infrastructure, and plans for expanding parkland increase operational demands. Maintenance staff face rising expectations for responsiveness, facility upkeep, and seasonal workload. The use of contractual services—such as moving, bathroom maintenance, field prep, and various trades—help reduce this burden. As additional parks are added to the system, there will be needs for additional personnel and equipment.

3.1.4 ORGANIZATIONAL STRENGTHS

The organizational assessment identified several strong assets that position Blue Springs Parks & Recreation for continued success. The Department benefits from experienced and stable leadership with deep institutional knowledge, contributing to a clear understanding of operational needs and long-standing service expectations. Staff demonstrate strong culture and pride, consistently showing dedication, ownership, and a mission-driven approach to serving the community. These qualities foster trust within teams and support a high level of internal collaboration.

Across all divisions, well-defined core roles in programming, coordination, and maintenance support reliable service delivery and help sustain the department's favorable public reputation. High participation levels and strong cost recovery performance, particularly within enterprise operations, underscore the department's ability to provide high-quality programs and facilities that meet community demand. These strengths reflect a solid foundation on which the City can continue to modernize systems, expand capacity, and respond to evolving needs.

3.1.5 KEY CHALLENGES AND PRESSURE POINTS

Despite strong performance and community support, Blue Springs Parks & Recreation faces several structural and operational challenges that limit the department's ability to keep pace with rising expectations and system growth.

1 STAFFING AND WORKLOAD STRAIN

The department operates with staffing levels below regional and national benchmarks, as participation and facility use continue to grow. When including contractual positions, the department operates at a slightly higher staffing level than national peers, while still lower than regional peer departments.

2 SUPERVISORY STRUCTURE AND SPAN OF CONTROL

Four to five layers separate the director from frontline staff, creating broad supervisory spans of control and placing high administrative burdens on managers. Supervisors often handle tasks that reduce available time for planning, staff development, and system improvements.

3 ADMINISTRATIVE SYSTEMS AND SUPPORT LIMITATIONS

Internal departments such as Finance, HR, IT, and Marketing have competing priorities and are not always fully integrated with parks and recreation operations. Staff note that capacity constraints and citywide processes can at times affect responsiveness and day-to-day flow.

For example, coordination with Human Resources during recruiting and onboarding can involve multiple steps and touchpoints, which may extend timelines. These processes, however, reflect important legal, policy, and risk management considerations, and the more deliberate pace supports thoughtful vetting and stronger hiring decisions.

There is an opportunity to strengthen communication and shared understanding across departments—both in clarifying the operational needs of parks and recreation and in helping front-line staff better understand the complexities and requirements that guide internal processes. Continued alignment in these areas can support more seamless coordination while maintaining the integrity of citywide systems.

4 ROLE CLARITY AND INTERNAL COMMUNICATION

Staff report inconsistencies in roles, responsibilities, and communication channels. The lack of formal standard operating procedures (SOPs), inconsistent onboarding, and unclear process ownership contribute to operational confusion and inefficiencies that affect program delivery and facility operations.

5 SUCCESSION VULNERABILITY

The department lacks structured leadership development and a succession plan for key positions. Heavy reliance on institutional knowledge and a lack of role redundancy create long-term operational risk, especially as the system grows and facility demands increase.

3.1.6 RECOMMENDATIONS

Blue Springs Parks & Recreation is well-positioned for future success but requires strategic organizational improvements to stabilize current operations, strengthen internal systems, and support long-term community needs. The following recommendations focus on building staffing capacity, modernizing processes, clarifying structure, and investing in facilities to create a sustainable, high-performing organization.

Strengthen Staffing Capacity to Meet Current and Future Demand

To meet service expectations and ensure safe, effective operations, the Department will need to thoughtfully evolve its workforce over time. This includes strengthening frontline staffing across maintenance, aquatics, customer service, senior services, and recreation; creating essential program roles; increasing customer service coverage; boosting administrative support; and expanding staffing for senior services to accommodate meal programs and increased participation.

At the same time, this approach should be balanced with the Department's current use of contractual services, which continue to play an important role in meeting service demands. Opportunities also exist to repurpose and realign existing FTE positions to better match current and emerging needs before adding new roles. Where additional staffing is warranted, it should be strategically phased, particularly in alignment with the opening of new parks and facilities, to ensure resources are deployed efficiently and at the right time.

Recognizing the financial implications of workforce expansion, a measured and transparent approach will be important. Clearly linking staffing adjustments to service levels, community expectations, and system growth can help set realistic expectations and demonstrate the value of continued investment in the Department's workforce.

Table 3.1: Staffing Priorities at a Glance

Area	Focus	Estimated FTE Growth
Immediate (1-3 years)	Stabilize operations, strengthen internal communication, initiate workforce plan	+3-4
Medium Term (3-5 years)	Expand capacity, fill service gaps, improve management ROI	+4-6
Long Term (5+ years)	Sustain growth, enhance leadership structure, institutionalize improvement	+8-15 (cumulative)

Strengthen Supervisory Structure and Mid-Level Leadership

To enhance organizational effectiveness, the department should strengthen supervisory depth by introducing more mid-level leadership positions, formalizing facility management roles, clarifying reporting lines, and shifting supervisors' focus toward coaching, quality, and continuous improvement.

Streamline Internal Systems and Administrative Functions

Streamlining citywide processes and communication channels can enhance efficiency and improve both communication and customer experience. Key initiatives include upgrading core administrative tools, increasing administrative support to ease the burden on frontline staff, developing standardized operating procedures, strengthening internal communication for consistency, and establishing service standards to minimize delays in support services.

Improve Organizational Alignment and Role Clarity

To enhance efficiency and staff engagement, the organization should adopt a more integrated structure by strengthening vertical reporting, clarifying roles and responsibilities, directly linking positions to community outcomes, and streamlining workflows for better collaboration.

Invest in Facility Improvements and Long-Range Capital Planning

To support community growth and ensure equitable access, Blue Springs Parks & Recreation should prioritize facility upgrades and strategic capital investments. This includes modernizing outdated infrastructure, expanding storage, improving ADA accessibility, shifting to proactive maintenance with added staff and equipment, and implementing a phased approach to capital improvements for trails, parks, indoor recreation, and future facilities.

Build a Robust Succession Planning and Workforce Development Model

To strengthen organizational stability and ensure smooth staff transitions, the Department aims to prepare future leaders by establishing a formal succession and leadership development plan, implementing annual supervisor training, fostering mentorship between experienced and mid-level staff, creating clear career pathways, and identifying high-potential employees for long-term workforce planning.

Enhance Capacity for Future Growth and Strategic Initiatives

To keep pace with the community's growth, the Department should add specialized roles and expand its workforce, focusing on future facilities and enhanced service delivery. Key initiatives include scaling staffing with park or facility additions, introducing positions such as Inclusion/Accessibility Coordinator and Trails Maintenance Crew, strengthening marketing and communications, and developing internal expertise in data and operational analysis.

Table 3.2: Baldrige Strengths, Opportunities and Recommendations

Baldrige Metric	Strengths	Opportunities for Improvement / Risk	Recommendations
Supervisory Time	Stable, experienced leadership	Time spent on oversight vs. improvement	Redirect time to system/ process innovation
Vertical Integration	Clear divisional oversight	Cross-reporting fragments accountability	Align supervision by facility/ program
Hierarchy	Lean in staff count	4–5 layers create slow decisions	Consider structure; empower program managers
Internal Support	Skilled but small admin team	Reactive, siloed support	Build shared service support culture
Management ROI	Competent mid-managers	Senior staff too involved in operations	Adjust reporting to focus higher-level on strategy
Role Clarity	Strong commitment to service	Inconsistent expectations	Establish SOPs and clear accountability lines
Succession Planning	Leadership acknowledges need	No formal pipeline	Create structured development & mentoring plan

3.2 Financial Assessment

The financial assessment examined three years of operating revenues and expenditures across primary funds that support Blue Springs Parks & Recreation: the General Fund, the Fieldhouse/Aquatics Enterprise Fund, and the Golf Fund. This analysis provides insight into the department's cost structure, revenue performance, and long-term financial sustainability. Capital spending and debt service were excluded to focus on ongoing operational trends.

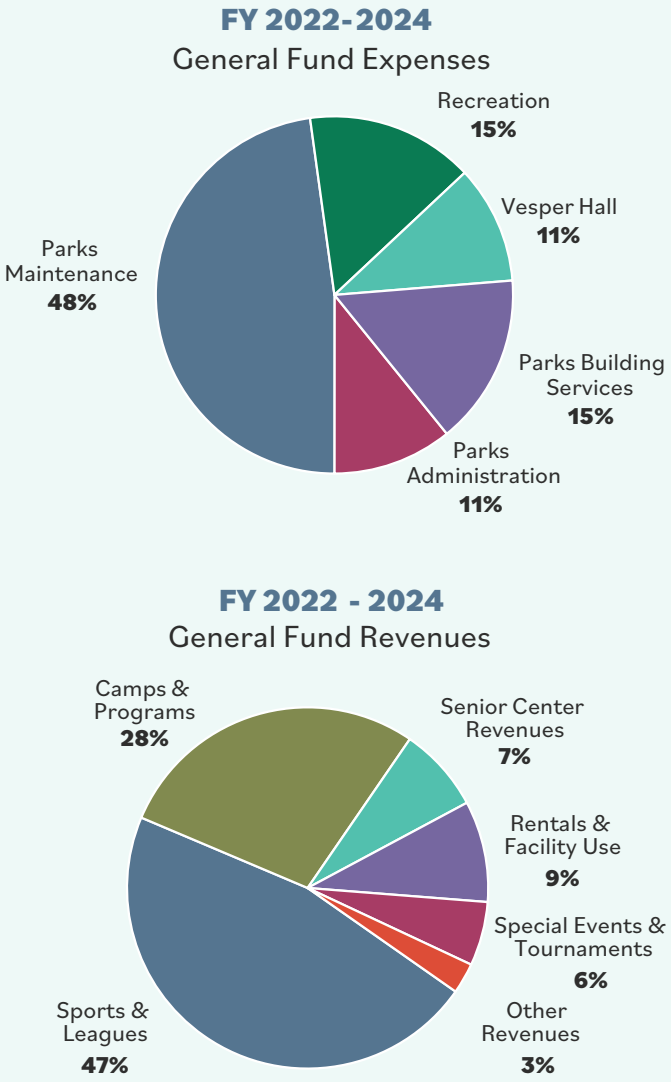
3.2.1 REVENUES AND REVENUE TRENDS

3.2.1.1 General Fund

General Fund revenues for the department are broad in scope but remain concentrated within a handful of primary program areas. The largest portion of this revenue comes from sports and leagues, which together account for nearly half of the General Fund's income. Camps and ongoing programs provide a stable and consistently growing stream of annual revenue, further contributing to the fund's financial health. Rentals and facility use also saw an uptick in FY 2024, driven by increased demand for field usage and associated lighting fees.

Senior program revenues continue to serve as a reliable source of income, particularly supporting operations at Vesper Hall. Special events and tournaments experienced notable expansion during FY 2023–24, collectively adding more than $100,000 in new revenue in FY 2024. While these program areas have diversified the fund's income, some categories, specifically concessions and miscellaneous revenues, declined slightly during the same period. Overall, the department's financial sustainability is most closely tied to recurring revenues from sports, leagues, and camps, though rentals and tournaments are emerging as increasingly important drivers with strong growth momentum.

Figure 3.2: General Fund Revenues and Expenses



3.2.1.2 Carson Ross Community Recreation Complex: Fieldhouse/Aquatics Fund

The enterprise fund for Blue Springs Parks & Recreation is largely shaped by earned income, with memberships serving as the primary revenue driver. In FY 2024, membership revenue soared, growing by over 80%, and representing more than 60% of the fund's total income. This surge was complemented by increases in program fees, including fitness, instructional sessions, swim lessons, and aquatics programming, as well as rises in rentals, admissions, concessions, and sponsorships, all propelled by the debut of the new Aquatics Center.

Figure 3.3: Fieldhouse/Aquatics Fund Revenues and Expenses

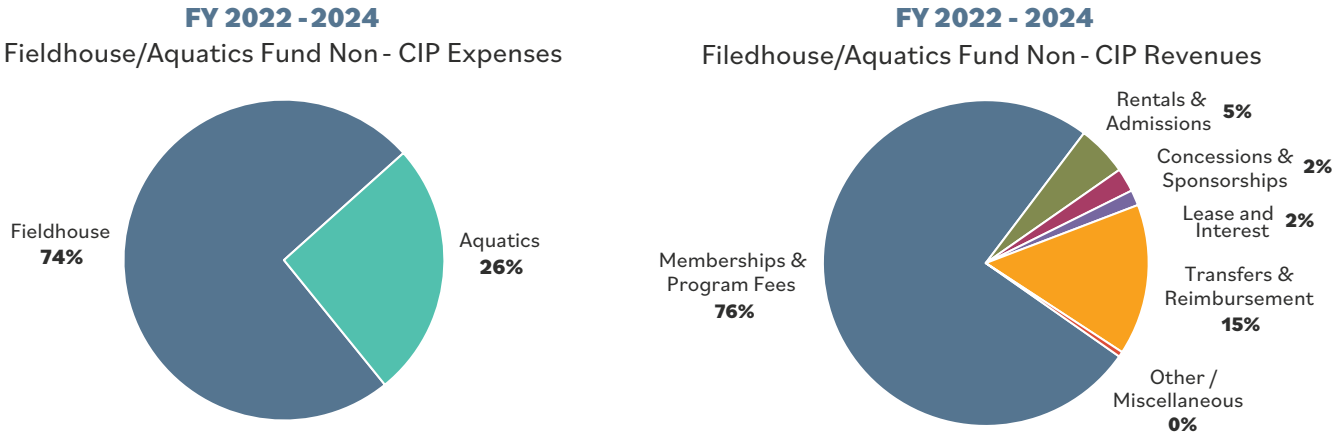
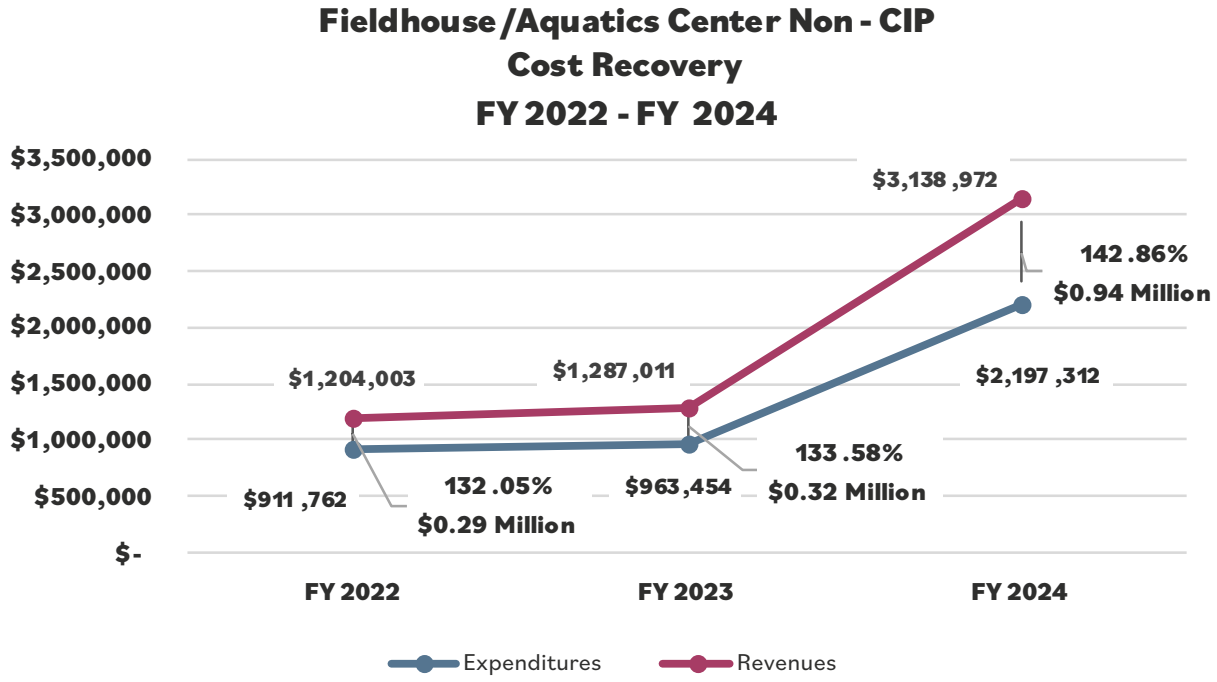


Table 3.3: Parks and Recreation Non-CIP Revenues Fieldhouse/Aquatics Fund

Parks and Recreation Non-CIP Revenues Fieldhouse/Aquatics Fund			
	FY 2022 Actuals	**FY 2023 Actuals**	**FY 2024 Actuals**
Memberships & Program Fees	$932,663	$1,028,238	$2,294,140
Rentals & Admissions	$60,194	$58,927	$162,408
Concessions & Sponsorships	$7,710	$3,447	$121,691
Lease and Interest	$18,675	$18,675	$49,241
Transfers & Reimbursements	$176,712	$176,469	$491,941
Other / Miscellaneous	$8,049	$1,255	$19,551
TOTAL REVENUES	**$1,204,003**	**$1,287,011**	**$3,138,972**

The opening of Blue Surf Bay was transformational, with enterprise revenues more than doubling during FY 2024. Aquatic rentals, party rentals, and group admissions experienced substantial growth, while concessions and sponsorships benefitted from heightened activity at the Aquatics Center. Transfers and reimbursements further contributed by recovering shared operating and personnel costs. Altogether, these developments underscore robust community demand for facility-based recreation, highlighting the dominant influence of memberships and the significant appeal of the new Aquatics Center in shaping the department's financial landscape.

Figure 3.4: Carson Ross Community Recreation Complex Cost Recovery





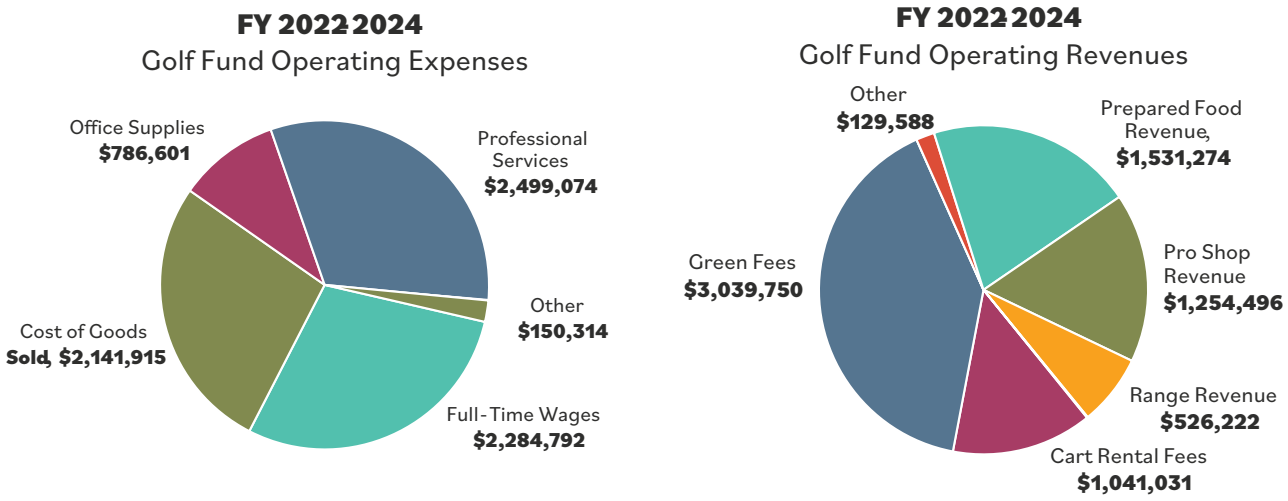


3.2.1.3 Golf Fund

The Golf Fund operates more like a traditional enterprise activity than most Parks and Recreation services. Golf operations generate substantial earned revenues directly tied to user fees, including green fees, cart rentals, pro shop sales, range fees, and food and beverage activity. As a result, the Golf Fund consistently recovers a large share of its operating costs and, in some years, generates revenues in excess of expenditures.

Figure 3.5 shows the distribution of expenditures and revenues by area for Golf Fund for fiscal years 2022-2024.

Figure 3.5: Proportion of Total Golf Fund Operating Expenditures and Revenues



Golf Fund revenues increased steadily from FY 2022 through FY 2024, rising from approximately $2.4 million to $2.6 million. Growth was driven primarily by core userfee revenues, most notably green fees, which exceeded $1.0 million in FY 2024. Cart rental fees, prepared food and beverage revenue, and pro shop sales also increased over the period, Revenue growth occurred across multiple categories rather than relying on a single source.

In contrast to rising revenues, total Golf Fund operating expenditures declined substantially over the same period, falling from approximately $3.0 million in FY 2022 to $2.1 million in FY 2024. The most significant reductions occurred in professional services and office supplies, both of which declined sharply by FY 2024.

Table 3.4: Golf Fund Revenues

Parks and Recreation Revenues Golf Fund - 420			
	FY 2022 Actuals	**FY 2023 Actuals**	**FY 2024 Actuals**
All Revenues			
Cart Rental Fees	$334,231	$347,079	$359,721
Green Fees	$979,088	$987,511	$1,073,151
In Kind Contribution	$4,954	$4,790	$4,840
Interest Income	$5,087	$14,282	$22,631
Operating Transfer In - General Fund	$79,730	$-	$-
Prepared Food Revenue	$477,100	$519,859	$534,316
Pro Shop Revenue	$377,338	$411,493	$465,665
Range Revenue	$155,104	$188,755	$182,363
Sale of City Property	$5,981	$-	$-
TOTAL REVENUES	**$2,412,632**	**$2,473,768**	**$2,642,687**



3.2.2 EXPENDITURES AND COST PATTERNS

3.2.2.1 General Fund Expenditures

General Fund expenditures for Blue Springs Parks & Recreation are predominantly personnel-driven, making up more than 60% of General Fund expenditures. This underscores the labor-intensive nature of park and recreation operations. Parks maintenance stands out as both the largest and fastest-growing cost center, with expenses rising from $2.2 million to nearly $3 million, reflecting increased demands for upkeep and improvements. Recreation costs have also increased, fueled by expanded programming and higher personnel requirements. Vesper Hall experienced substantial growth in expenditures, largely due to increased contractual services and the expansion of senior programs. Similarly, Parks Building Services have seen rising costs, primarily attributed to increased facility maintenance and higher utility expenses. Administrative costs have remained relatively stable, with only modest growth observed. Overall, the upward trend in expenditures aligns with the continued growth of the park system, the challenges posed by aging infrastructure, and the impact of inflation on operational costs.

Table 3.5: General Fund Expenses

Parks and Recreation General Fund Expenses			
	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Actuals
Parks Administration	$571,401	$563,978	$582,323
Parks Maintenance	$2,199,473	$2,423,784	$2,949,559
Recreation	$667,819	$776,618	$962,195
Vesper Hall	$454,313	$518,988	$721,968
Parks Building Services	$700,425	$796,699	$951,110

3.2.2.2 Fieldhouse/Aquatics Fund Expenditures

Enterprise fund expenditures for Blue Springs Parks & Recreation clearly mirror the operational requirements of its two major facilities: the Fieldhouse and the new Aquatics Center. In FY 2024, Fieldhouse costs rose as expanded programming and increased staffing drove up expenses, following a period of stability during FY 2022 and FY 2023. Personnel expenses remained the dominant cost factor, accounting for approximately two-thirds of the total Fieldhouse expenditures.

The Aquatics Center, operating for its first full year in FY 2024, saw a dramatic increase in expenditures. Prior to this period, aquatics-related costs were minimal, but they rose to more than $1 million with the launch of Blue Surf Bay. This increase was primarily attributed to lifeguard staffing, essential supplies, chemicals, and expanded programming support required to operate the new facility and adequately serve growing community demand.

Overall, combined operating expenses for the Fieldhouse & Aquatics Center more than doubled, jumping from $963,000 in FY 2023 to over $2.2 million in FY 2024.

Table 3.6: Fieldhouse and Aquatics Fund Non-Capital Expenses

Parks and Recreation Non-Capital Expenses Fieldhouse/Aquatics Fund			
	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Actuals
Fieldhouse			
Contractual Services	$229,645	$253,633	$296,316
Personal Services	$614,110	$616,271	$739,641
Supplies and Materials	$68,007	$92,939	$111,639
Subtotal Field House	$911,762	$962,843	$1,147,596
Aquatics			
Contractual Services	$-	$612	$309,524
Personal Services	$-	$-	$607,666
Supplies and Materials	$-	$-	$132,525
Subtotal Field House	$-	$612	$1,049,715
TOTAL PARKS AND RECREATION FUND 410	**$911,762**	**$963,454**	**$2,197,312**

3.2.2.3 Golf Fund Expenditures

Golf Fund operating expenditures from FY 2022–2024 are concentrated in personnel costs, professional services, and cost of goods sold. On the revenue side, green fees represent the single largest source of income, followed by prepared food and beverage sales, pro shop revenue, and cart rental fees.

Table 3.7: Golf Fund Operating Expenditures

Parks and Recreation Operating Expenditures Golf Fund - 420			
	FY 2022 Actuals	**FY 2023 Actuals**	**FY 2024 Actuals**
Operating Expenditures			
Full-Time Wages	$715,641	$751,164	$817,988
Cost of Goods Sold	$760,201	$847,340	$534,374
Office Supplies	$438,439	$348,162	$-
Professional Services	$955,865	$844,970	$698,239
Central Garage Charges	$994	$1,823	$294
Banking Services	$2,638	$3,398	$3,350
Lease Expense	$76,335	$31,323	$57,530
TOTAL OPERATING EXPENDITURES	**2,950,112.16**	**$2,828,180**	**$2,111,776**

3.2.3 COST RECOVERY PERFORMANCE

3.2.3.1 Combined Cost Recovery

Over the three-year review period, combined cost recovery for Blue Springs operations improved markedly, rising from 51.48% in FY 2022 to 64.86% in FY 2024 (Figure X). This strong upward trend was fueled by enterprise fund growth, increased golf fund performance, robust membership revenues, and a notable expansion in rentals and tournaments, particularly following the launch of the Aquatics Center. While General Fund cost recovery remained intentionally modest (16–19%) to uphold the City's policy of broad community access, including parks, senior services, and recreation programs, enterprise operations demonstrated exceptional results, achieving 143% cost recovery in FY 2024. Nearly 65% combined cost recovery positions Blue Springs above the upper quartile nationally for performance (Figure X).

Figure 3.6: FY 2022-2024 Overall Cost Recovery

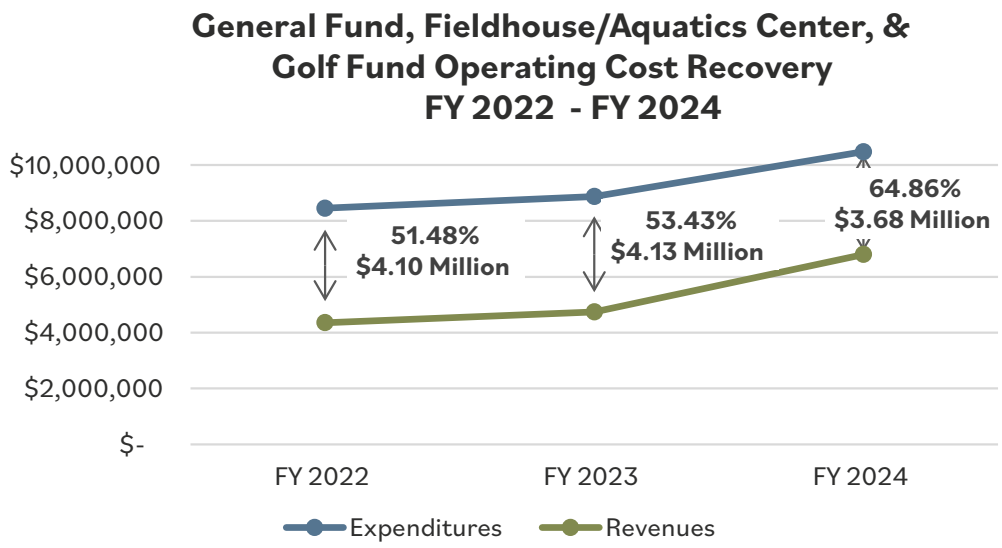
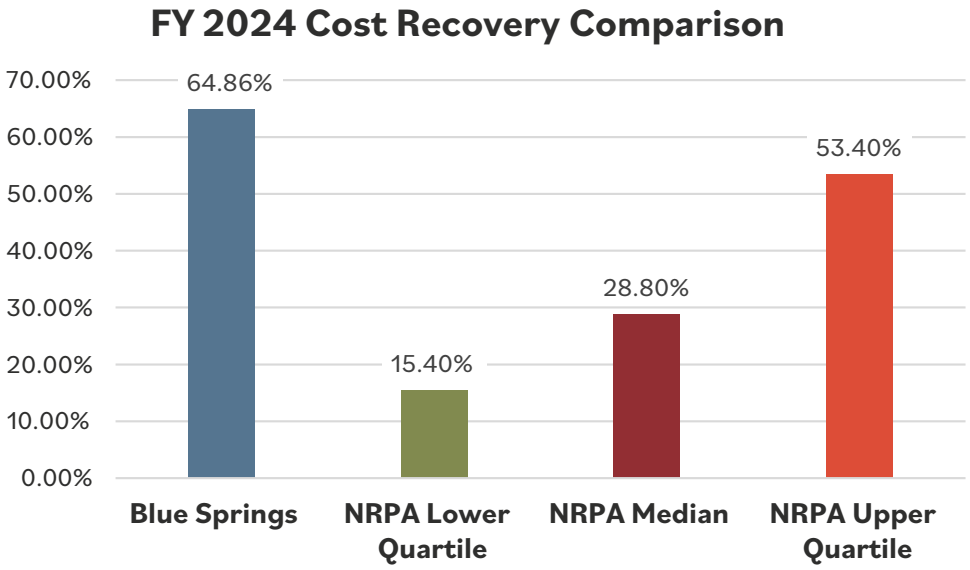


Figure 3.7: FY 2024 Cost Recovery Benchmarking including Golf Fund



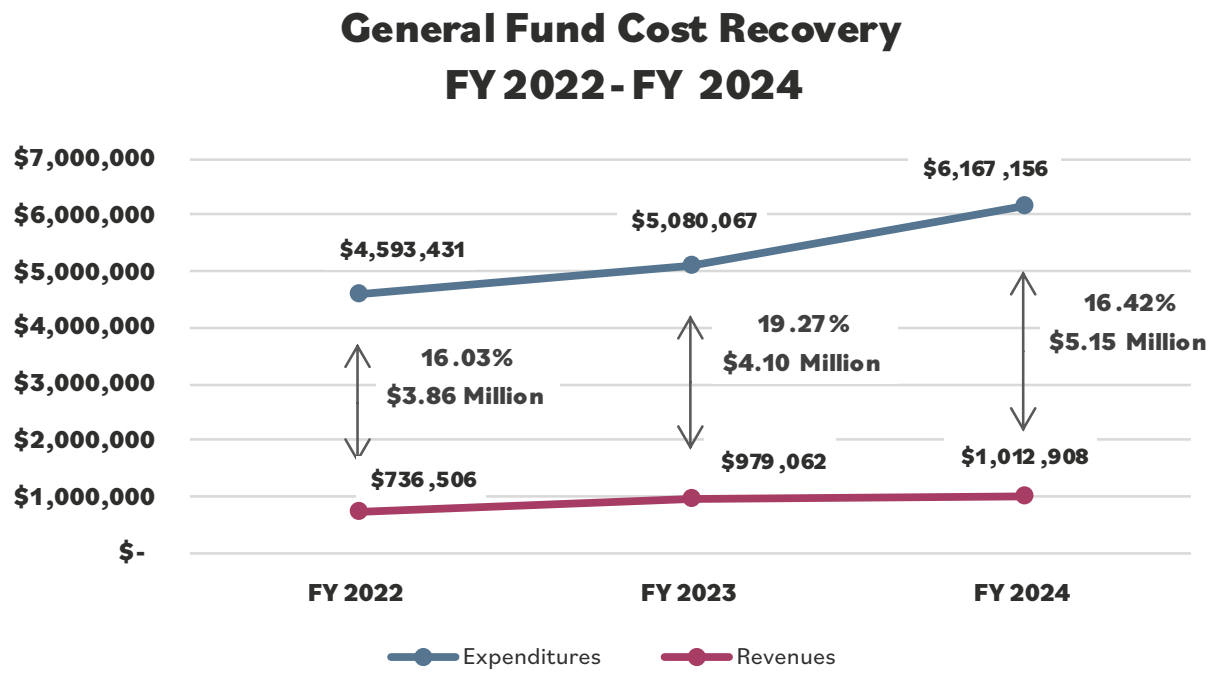
3.2.3.2 General Fund Cost Recovery

During the FY 2022–FY 2024 period, General Fund cost recovery ranged from 16% to 19%. This consistently modest recovery rate illustrates the City's deliberate policy to subsidize services that provide broad community benefits, such as access to parks, senior services, and recreation programs.

Table 3.8: General Fund Revenues

Parks and Recreation General Fund Revenues			
	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Actuals
Sports & Leagues	$322,464	$502,585	$447,708
Camps & Programs	$234,801	$259,178	$275,705
Senior Center Revenues	$63,467	$71,980	$71,950
Rentals & Facility Use	$64,231	$75,637	$107,424
Special Events & Tournaments	$22,399	$32,102	$101,907
Other Revenues	$29,144	$37,580	$8,214
TOTAL PARKS AND RECREATION	**$736,506**	**$979,062**	**$1,012,908**

Figure 3.8: General Fund Cost Recovery



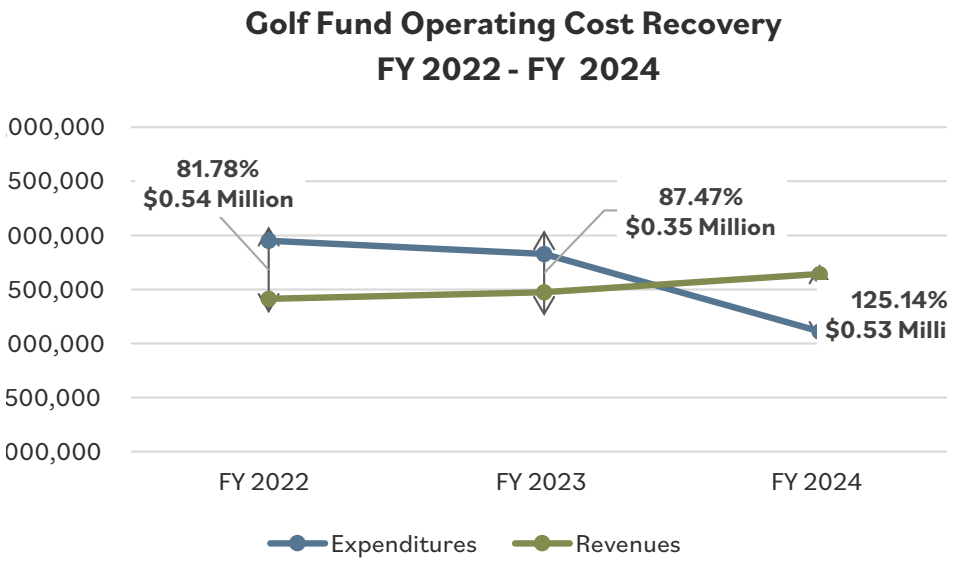
3.2.3.3 Fieldhouse/Aquatics Fund Cost Recovery

Over the past three fiscal years, the enterprise operation has consistently delivered exceptional results, maintaining high-performance levels with cost recovery rates of 132% in FY 2022, 134% in FY 2023, and reaching 143% in FY 2024. The introduction of the new Aquatics Center played a pivotal role in enhancing enterprise profitability, which in turn significantly reduced the need for subsidies. This steady upward trajectory highlights the system's growing financial strength and its positive impact on overall operational sustainability.

3.2.3.3 Golf Fund Cost Recovery

Golf Fund cost recovery improved markedly between FY 2022 and FY 2024. In FY 2022, golf operations recovered approximately 82 percent of operating costs, with expenditures exceeding revenues by roughly $0.54 million. Cost recovery improved slightly in FY 2023 to 87 percent, reflecting modest revenue growth alongside relatively stable expenditures. By FY 2024, however, the financial position of the Golf Fund shifted substantially, with revenues exceeding expenditures and cost recovery reaching approximately 125 percent, resulting in a net operating surplus of roughly $0.53 million.

Figure 3.9: Golf Fund Cost Recovery













3.2.4 KEY FINANCIAL FINDINGS

Recent financial analysis reveals that strategic investments and shifting operational dynamics have had a substantial impact on the department's fiscal health. The launch of Blue Surf Bay was especially transformative, effectively doubling enterprise revenues and markedly enhancing the system's cost recovery performance. As the department's largest cost center, Parks Maintenance reflects both the expansion of the system and the increasing demands of aging facilities. The City continues its commitment to accessibility by keeping General Fund cost recovery intentionally low, helping to ensure broad community access to key services. Meanwhile, the enterprise operations have played a crucial role in offsetting overall system costs, surpassing 140% cost recovery in FY 2024, a performance that stands out when compared to national standards. Supporting these achievements, the department's financial management systems are notably sophisticated, featuring program-level forecasting and meticulous budget monitoring that exceed the practices typically seen among peer organizations.

3.2.5 IMPLICATIONS AND RECOMMENDATIONS

The financial assessment highlights several key considerations for the department's long-term planning and investment. It emphasizes the need to anticipate rising operating costs associated with new facilities, expansions, and ongoing maintenance, while also recognizing that parks maintenance staffing and funding will require consistent growth. To help ensure fiscal responsibility and community accessibility, the department should establish tiered cost recovery targets by program type, striking a balance between generating enterprise revenue and upholding affordability and equity objectives. Sustaining long-range financial health will depend on building multiyear program-level financial histories to inform pricing and staffing decisions and on incorporating the operating costs of all future capital projects into planning. Finally, the strategy should leverage the recent growth in the Aquatics Center and Fieldhouse to advance overall system goals and prioritize expansion of high-demand offerings such as memberships, facility rentals, events, and aquatics programs.

4 PROGRAMMING, BENCHMARKS, AND VISITATION



This section provides an integrated summary of Blue Springs' recreation program performance, benchmark comparisons, and facility visitation patterns. Together, these analyses illustrate how well current offerings align with community needs, how the system compares to peers, and how residents interact with major facilities. The findings help identify strengths, gaps, and opportunities that will inform future programming, operations, and capital planning.

4.1 Recreation and Sports Program Inventory and Opportunity

Blue Springs maintains a robust and diverse recreation program portfolio that is well-aligned with peer agencies and effectively drives community participation. While the department's offerings are comprehensive, there are still program gaps that reflect broader trends and community feedback, highlighting areas for strategic growth. Program cancellation patterns reveal opportunities for improvement, with certain offerings underperforming and suggesting potential adjustments to formats or outreach. Life cycle analysis points to a balanced mix of program stages, though it also identifies areas that may benefit from restructuring or retirement to ensure continued relevance and engagement.

4.1.1 PROGRAM BENCHMARKING KEY FINDINGS

Program Benchmarking compares the menu of program offerings to Gold Medal peers and regional agencies. These comparisons reinforce the Department's strong operational base while underscoring areas where expanded offerings could better meet community expectations or align with national leaders.

4.1.1.1 Program Menu Strengths

Blue Springs offers a broad, diverse, and competitive recreation program portfolio that closely aligns with its peer agencies. Core offerings, including youth and adult sports, camps and out-of-school programs, aquatics and swim instruction, fitness and wellness activities, senior programs at Vesper Hall, and emerging areas such as STEM, e-sports, arts, and inclusive or adaptive options. Together, these programs reflect a well-rounded system that effectively engages residents across ages, interests, and abilities.

Currently, Blue Springs provides approximately 70% of the program categories commonly offered by top-performing, award-winning parks and recreation agencies. The department excels in areas such as aquatics, sports, camps, older adult services, inclusive programming, and STEM/e-sports. Additionally, Blue Springs demonstrates a commitment to evolving its offerings by leading in emerging areas like STEM and e-sports, working to ensure its offerings remain relevant and responsive to evolving community interests and national trends.

4.1.1.2 Program Gaps and Growth Opportunities

Although Blue Springs' recreation offerings are generally well-aligned with peer agencies, several program gaps remain compared to award-winning departments. Opportunities include introducing cultural, performing arts, and natural history programs. Preschool, childcare, and before- and after-school care represent other potential opportunities, depending on the market and services offered by partners and other providers Planned but not yet active martial arts programs, broader teen engagement beyond athletics, and increased focus on environmental education and sustainability also represent areas for improvement. Addressing these gaps will enhance Blue Springs' portfolio, better meet evolving community needs, and position the department to align more closely with top-performing agencies nationwide.

Table 4.1: Program Offerings Comparison

Programs and Services	Blue Springs	Regional Gold Medal	National Gold Medal
Health and Wellness Education	Yes	100%	100%
Safety Training	Yes	100%	100%
Fitness Enhancement Classes	Yes	100%	100%
Team Sports	Yes	100%	100%
Individual Sports	Yes	67%	75%
Running/Cycling Races	Yes	100%	75%
Racquet Sports	Yes	100%	100%
Martial Arts		100%	75%
Aquatics	Yes	100%	100%
Golf	Yes	100%	50%
Social Recreation Events	Yes	100%	100%
Cultural Crafts		100%	100%
Performing Arts		100%	100%
Visual Arts	Yes	100%	100%
Natural and Cultural History Activities		100%	100%
Themed Special Events	Yes	100%	100%
Trips and Tours	Yes	100%	100%
eSports/Gaming	Yes	100%	50%
Summer Camp	Yes	100%	100%
Before-School Programs		0%	25%
After-School Programs		50%	25%
Preschool		50%	50%
Full-Day Care		50%	25%
Specific Teen Programs		100%	100%
Specific Older Adult Programs	Yes	100%	100%
Programs for People With Disabilities	Yes	100%	100%
STEM Programs	Yes	100%	100%

4.1.2.3 Cancellation and Performance Patterns

Program performance data reveal clear differences in how offerings resonate with the community. Camps continue to be among the strongest performers, consistently drawing more than 80 participants per session, while youth programs, leagues, and senior programming at Vesper Hall demonstrate stable participation. Adult instructional programs, such as CPR, ceramics, and bingo, show more variable performance depending on the season, schedule, and instructor availability. Most fitness classes are included with memberships, experience strong participation, and are not counted in this program analysis. The data shows that the smaller subset of enrollment-based wellness and nutrition classes experience notably high cancellation rates, exceeding 70%, despite strong community interest in adult wellness. This mismatch suggests that current formats, schedules, or marketing approaches such classes may not be aligned with resident expectations.

4.1.1.3 Program Life Cycle Observations

The program portfolio reflects a balanced distribution across life cycle stages, with 16% of offerings in the introduction phase, such as e-sports, adaptive programs, and wellness challenges, and another 16% in growth. Half of all programs fall within the mature stage, representing stable, high-value core services that consistently draw participation. Approximately 18% of programs are in decline, a proportion higher than industry norms. Offerings such as adult softball, themed spin classes, evening bingo, and the Night Ride event fall into this category and may warrant restructuring, repositioning, or eventual phaseout to help ensure resources are directed toward programs with stronger community demand and long-term relevance.

Table 4.2: Program Lifecycle Distribution

Life Cycle Stage	Description	Department Percentage
Introduction	Getting a program off the ground; heavy marketing	16%
Growth	Moderate and interested customer base; high demand; not as intense marketing	16%
Mature	Steady and reliable performer but increased competition	50%
Decline	Decreased registration	18%

4.1.1.4 Community Priorities

Community feedback highlights strong demand for special events, nature-based and environmental education programs, adult fitness and wellness opportunities, adaptive and inclusive offerings, expanded outdoor recreation choices, and more meaningful engagement opportunities for both active adults (ages 50–64) and seniors. Age segment analysis further indicates the need to differentiate programming for young adults (18–34), adults (35–49), active adults (50–64), and seniors (65+). The current practice of grouping active adults with seniors may limit participation, suggesting an opportunity to refine program design to better reflect the interests and expectations of each age cohort.







PROGRAM KEY FINDINGS

- Blue Springs offers a broad and diverse program menu, aligning closely with regional and national Gold Medal peers in core areas such as aquatics, sports, fitness, camps, older adult programming, and inclusive services.
- Fitness and nutrition programs show the highest cancelation rate (over 71%), despite adult fitness and wellness being one of the community's top priorities in the survey. This indicates a misalignment between program formats and community expectations.
- Youth programs, camps, and senior programs at Vesper Hall demonstrate strong performance, with low cancelations and consistent participation.
- Adult instructional programs such as CPR, bingo, and ceramics experience moderate cancelations, often linked to scheduling and instructor availability.
- Several categories commonly offered by Gold Medal agencies are not currently part of Blue Springs' program menu, including martial arts, cultural and performing arts, natural and cultural history programs, before- and after-school care, preschool, and full-day child care.
- The life cycle analysis shows that 18% of programs are in decline, higher than national best practice averages, suggesting the need to refresh or reposition offerings.
- The survey identified strong demand for outdoor recreation, community events, and adult fitness, while also highlighting gaps in programs for older adults and adaptive offerings.

PROGRAM RECOMMENDATIONS

Redesign Fitness and Wellness Offerings

Reevaluate scheduling, marketing, and formats for fitness and nutrition programs to better align with survey demand. Consider shorter session lengths, updated formats, or bundled memberships with fitness.

Strengthen High-Performing Programs

Continue to invest in camps, youth sports, and senior programming at Vesper Hall, which consistently show strong participation and low cancelations.

Phase Out or Reposition Declining Programs

Monitor programs such as adult softball, themed spin classes, evening bingo, and the Night Ride event. Reposition where possible or phase out if demand continues to decline.

Expand Program Inventory Strategically

Explore phased introduction of martial arts, cultural and performing arts, and natural and cultural history activities. These areas are common among peer agencies and represent opportunities for growth.

Evaluate School-Age Care Opportunities

Consider partnerships or pilot models for before-school, after-school, preschool, and full-day child care to determine feasibility and community impact.

Enhance Outdoor Recreation and Events

Increase investment in outdoor recreation programs, trails, and low-cost community events, consistent with survey results identifying these as top priorities.

Align Programs with Life Cycle Best Practices

Increase the share of programs in growth and mature stages by encouraging new program introductions and carefully managing those in decline.



Facility Visitation

To better understand visitor activity at City of Blue Springs facilities, BerryDunn analyzed mobility data using Placer.ai. This data reflects anonymized, aggregated location information collected from geolocated mobile devices, providing insights into seasonal usage, peak days and hours, visitor origins, and dwell times.

Blue Springs' major recreation facilities—Blue Surf Bay Waterpark and the Fieldhouse at the Carson Ross Community Recreation Complex, Vesper Hall, and Hidden Valley Sports Complex—exhibit distinct patterns of use that reflect their unique roles within the system. Visitation trends show consistent local engagement, predictable peak periods, and varying regional draw depending on the facility.

Carson Ross Community Recreation Complex: Blue Surf Bay Usage Patterns and Considerations

Blue Surf Bay primarily serves the local community, with more than 65% of its visitors residing within a seven-mile radius. Its operations are distinctly seasonal, and attendance is concentrated on weekends and designated midweek access days. The busiest hours typically fall between noon and 5 p.m., with activity peaking around 2–3 p.m. Most guests spend a median of two hours at the waterpark, making it a popular destination for half-day outings.

Figure 4.1: Daily Visitation Comparison

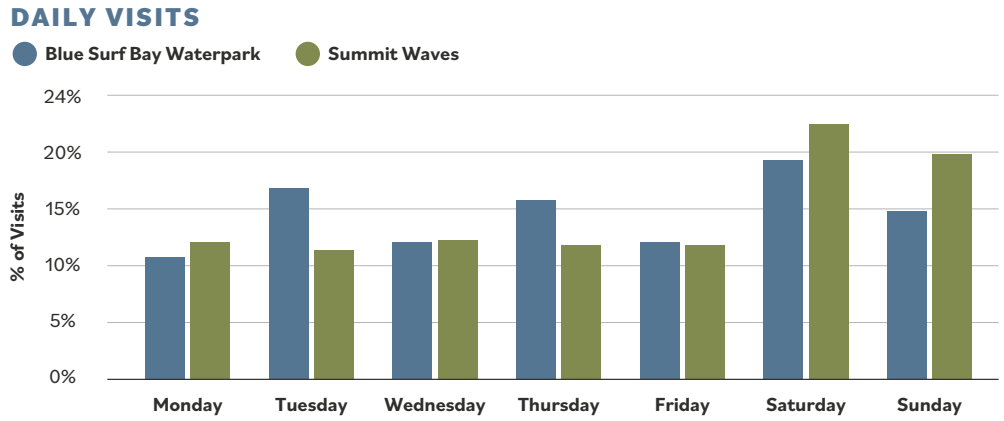
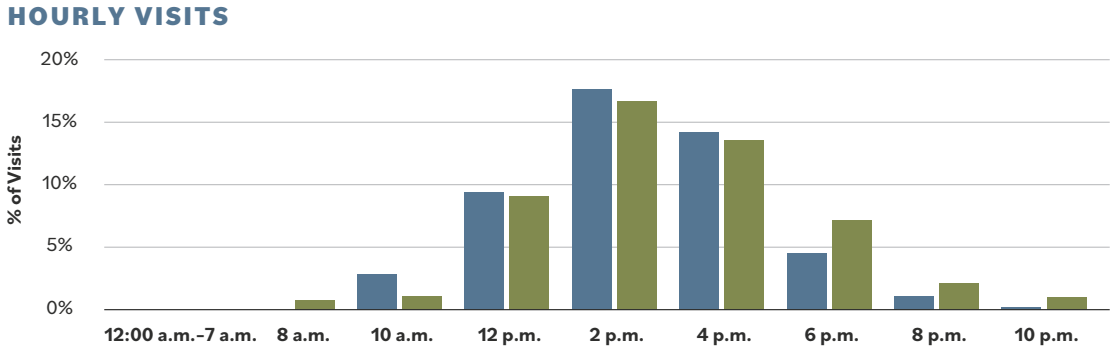


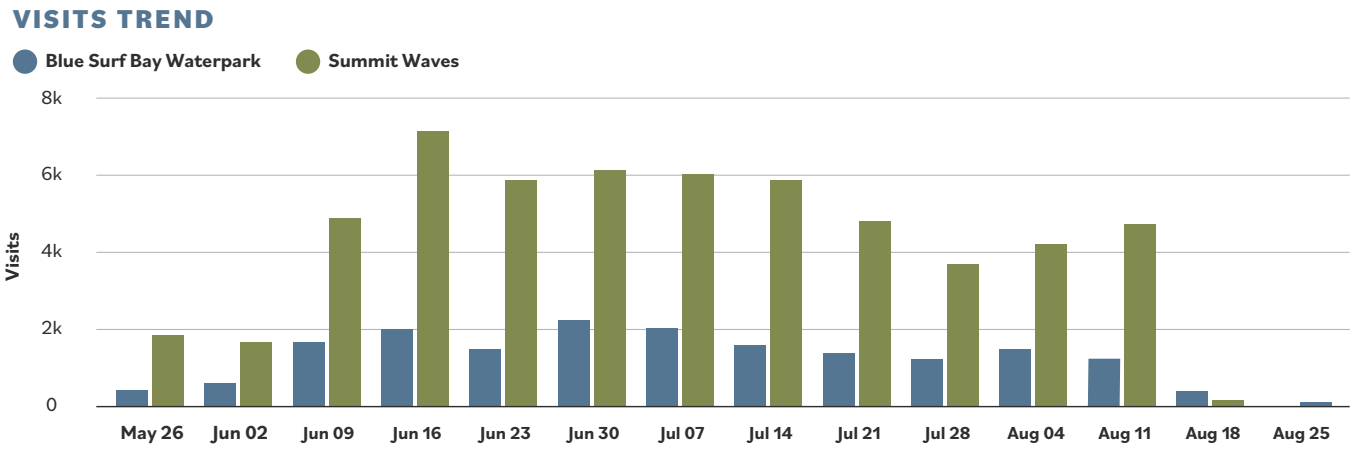
Figure 4.2: Hourly Visitation Comparison



4.2.1.1 Attendance Trends and Loyalty

The facility recorded approximately 18,400 visits from about 10,900 unique visitors, resulting in an average of 1.69 visits per person, a rate comparable to Summit Waves in Lee's Summit. Notably, Summit Waves serves as a key comparator, registering notably higher overall visitation (~57,400 visits from ~36,300 visitors) and attracting a broader trade area. This demonstrates the scale potential of a regional waterpark operating without significant access constraints. Importantly, use patterns on-site, such as visit frequency, dwell time, and peak hours, are nearly identical between Blue Surf Bay and Summit Waves, suggesting that differences in draw are primarily driven by policy and access limitations rather than the quality of the experience itself. Following an initial surge in attendance during its opening year, Blue Surf Bay experienced a year-over-year decrease of about 15.6%, reflecting a common pattern of post-launch normalization. Peak weekly attendance occurs in late June and early July, with Saturdays drawing the largest crowds and steady participation on Tuesdays and Thursdays.

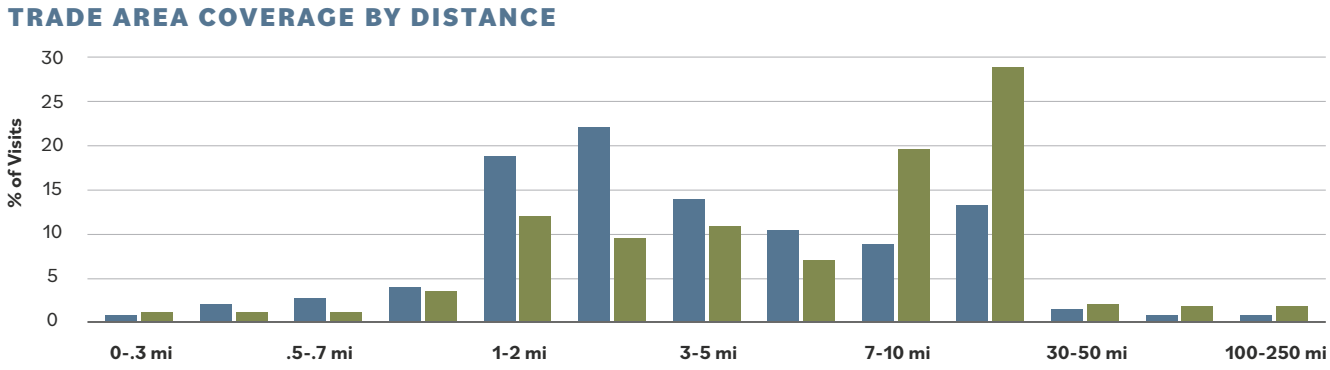
Figure 4.3: Seasonal Visitation Comparison



4.2.1.2 Local Focus and Access Policy

Blue Surf Bay's access policies intentionally prioritize residents by limiting nonresident attendance. Nonresidents currently have access only on Tuesdays and Thursdays and through capped day passes, which helps manage crowd sizes and preserves the waterpark as a community-first amenity. In contrast, Summit Waves' broader access enables a much wider regional draw, further reinforcing the impact of access policies on facility visitation and planning outcomes.

Figure 4.4: Visitor Travel Distance Comparison



4.2.1.3 Strategic Planning Implications

To maintain its role as a community resource, Blue Surf Bay should continue its focus on serving residents. However, selectively expanding regional access during off-peak periods could help smooth out demand fluctuations and increase revenue during lower visitation weeks, as evidenced by the higher visitation and broader reach of Summit Waves. The CRCRC combined membership, including Blue Surf Bay and the Fieldhouse, is a significant driver of revenue and participation. As such, the model is significantly different from Summit Waves.

Considering the comparable on-site experience but differing access policies, Blue Surf Bay's strategic decisions around access will be central to shaping its future growth and community impact.

4.2.2 Carson Ross Community Recreation Complex: Fieldhouse

The Fieldhouse stands out as the heart of daily recreation in the community, operating year-round and attracting high-volume, repeat visitors. Averaging 8.36 visits per person, the facility fosters habit-forming routines and strong loyalty among its members. With approximately 412,400 visits from around 49,300 unique individuals, it is a central hub for fitness, wellness, youth programming, and community engagement. Just under 70% of visitors to the Fieldhouse drive five miles or less.

Figure 4.5: Fieldhouse Visit Metrics

412.4k	8.36
VISITS	VISIT VFREQUENCY
49.3k	▲ 24.3%
VISITORS	VISITS YoY

Figure 4.6: Fieldhouse Monthly Visitation Comparison

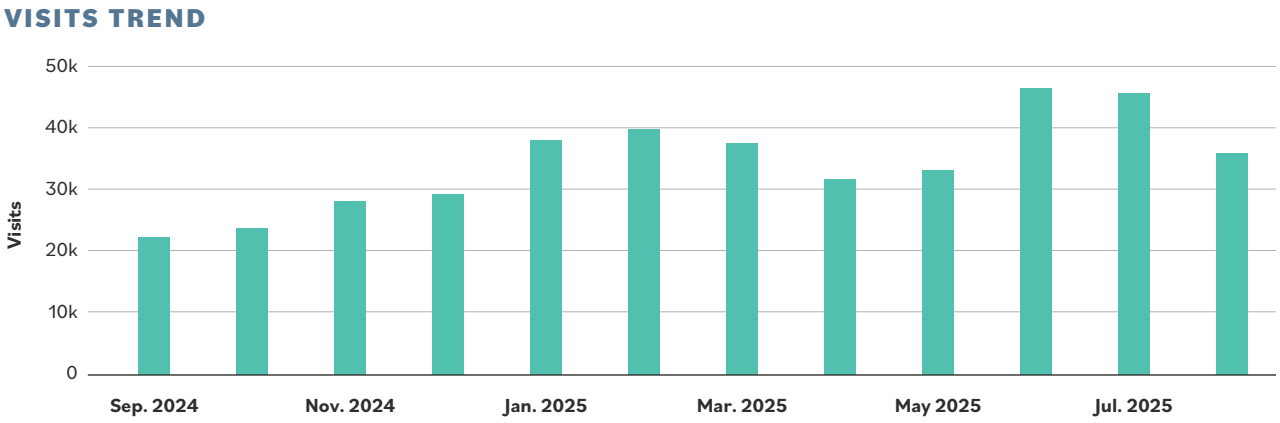
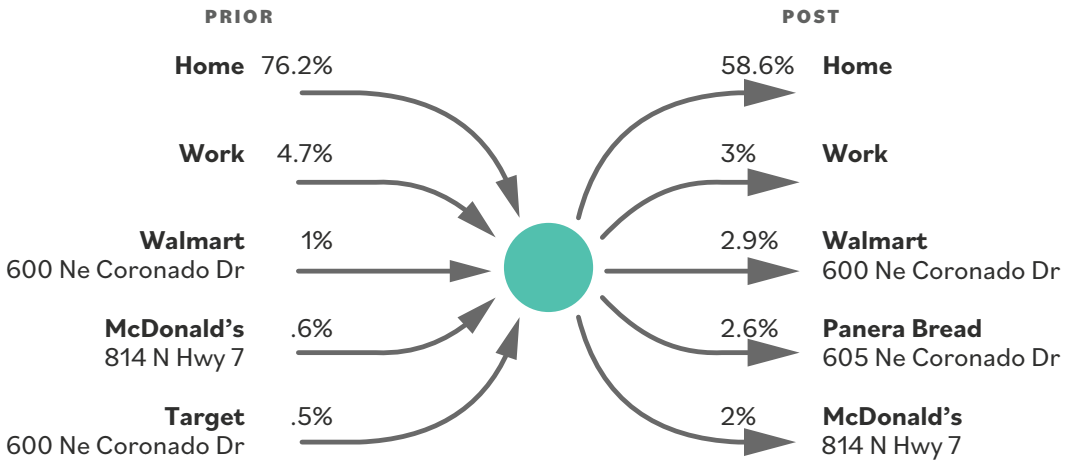


Figure 4.7: Fieldhouse Visitor's Journey



4.2.2.1 Usage Patterns and Growth

Demand for the Fieldhouse remains steady throughout the week, with Mondays and Tuesdays having the highest attendance and weekends experiencing slightly lighter use. Activity peaks between 2–6 p.m., and the median dwell time is about 77 minutes, the typical length of a workout or class. The facility primarily serves residents within a seven-mile radius, maintaining its neighborhood-centric focus. Notably, the Fieldhouse has experienced robust growth, registering a 24% year-over-year increase in visits, underscoring its momentum and expanding influence.

Figure 4.8: Fieldhouse Daily Visitation Comparison

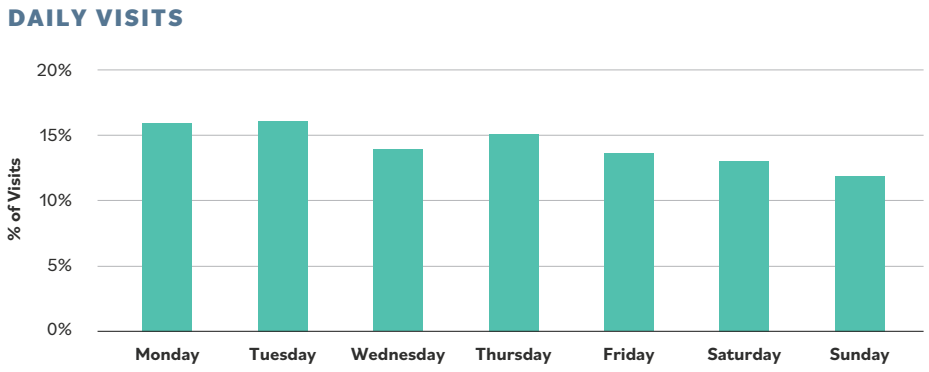


Figure 4.9: Fieldhouse Hourly Visitation Comparison

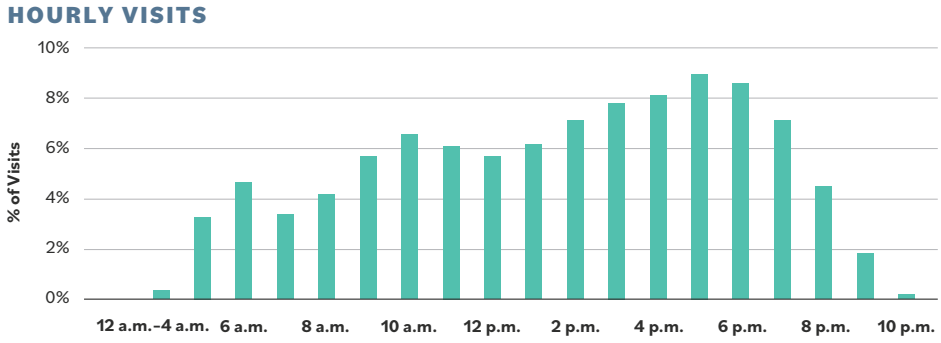
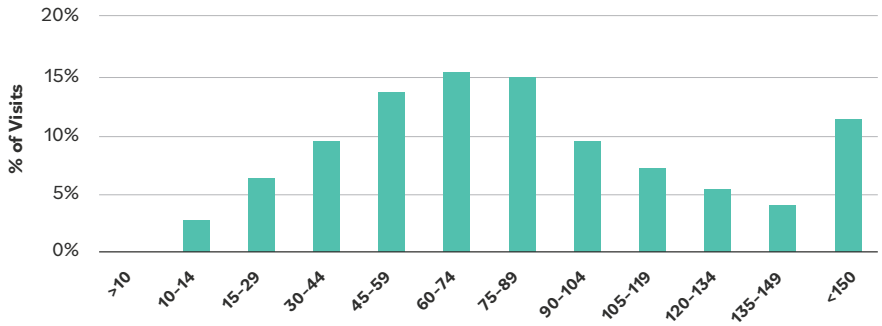
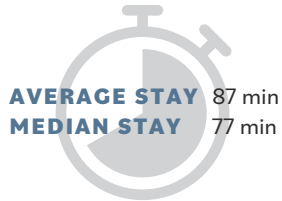


Figure 4.10: Fieldhouse Visit Duration



4.2.2.2 Strategic Planning Considerations

As a core daily-use facility, the Fieldhouse requires careful management to protect capacity and maintain a high-quality member experience, especially during peak hours. Recommendations include balancing prime-time demand through program and space management, activating weekends and off-peak periods with events, clinics, ladder leagues, and family play blocks. Operational resilience, including regular maintenance, staffing, and equipment refreshes, is essential to sustain growth and help ensure continued community benefit.



4.2.3 Hidden Valley Sports Complex

Hidden Valley Sports Complex serves as a prominent regional hub, attracting visitors from distances ranging between 10 and 250 miles, especially for tournaments and multi-game events. The facility experiences its highest demand on weekends, with event-driven surges that fill the complex and stimulate the broader regional economy. Notably, many guests stay for extended periods, contributing to significant economic activity in the area.

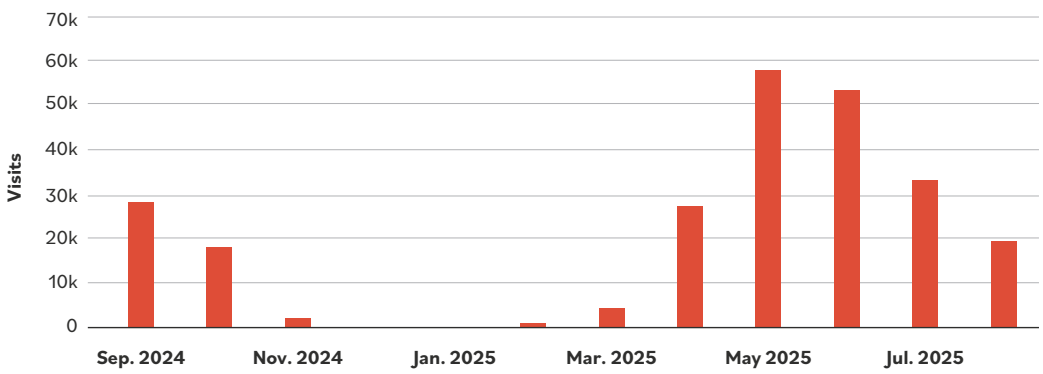
Figure 4.11: Hidden Valley Sports Complex Visit Metrics

252.2k	3.16
VISITS	VISIT VFREQUENCY
79.7k	▲ 8.2%
VISITORS	VISITS YoY

4.2.3.1 Facility Performance and Visitor Patterns

VISITOR VOLUME AND REACH: The complex records around 252,000 visits annually from approximately 80,000 unique visitors. A substantial portion of these attendees travel long distances, with notable representation from 10 to 30, 50 to 100, and 100 to 250 mile bands

Figure 4.12: Hidden Valley Sports Complex Monthly Visitation Comparison



SEASONALITY: Usage peaks from late spring through summer, while off-season periods see reduced activity

Figure 4.13: Hidden Valley Sports Complex Daily Visitation Comparison

WEEKLY AND DAILY TRENDS: The busiest days are weekends, particularly Saturdays, with peak activity often occurring in the early evenings during event days

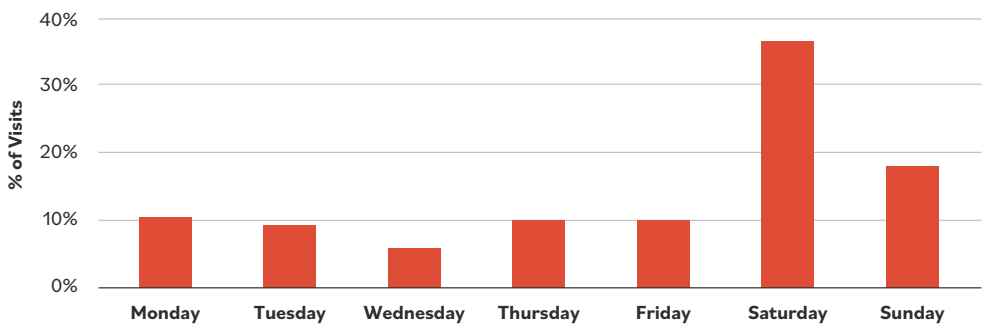
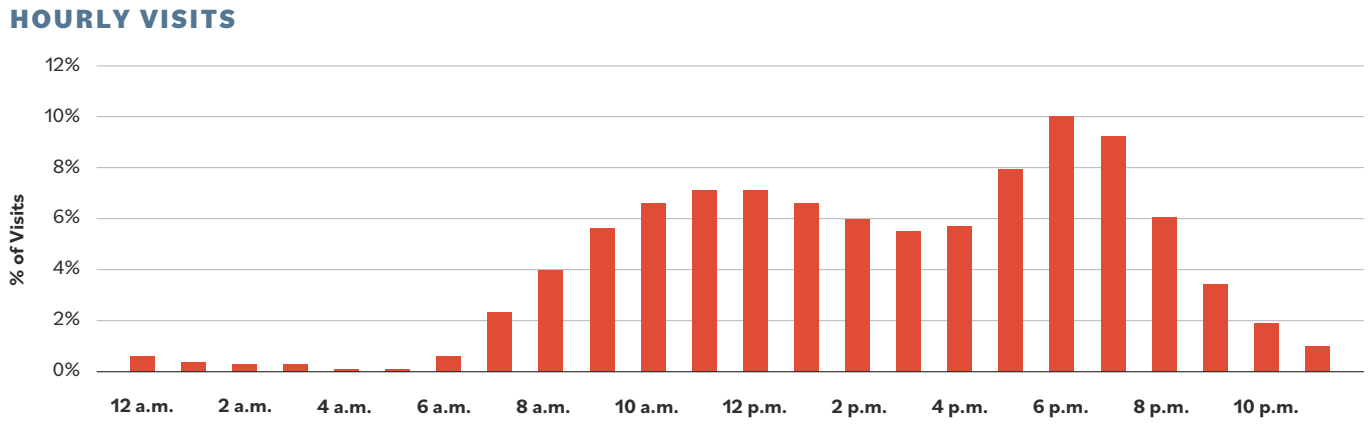


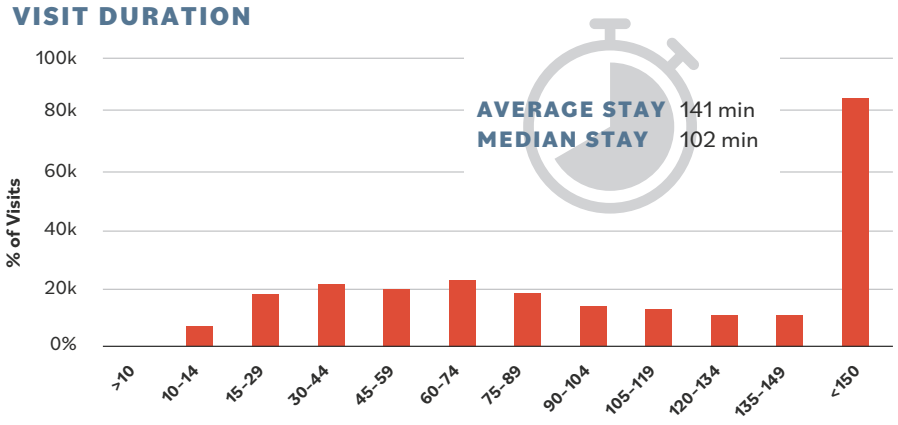
Figure 4.14: Hidden Valley Sports Complex Hourly Visitation Comparison



DWELL TIME: Visitors spend a median of approximately 102 minutes at the complex, and 34% of visits extend beyond 150 minutes, reflecting the time commitment for tournaments and multi-game days

STABILITY: Recent facility renovations have stabilized attendance, yet significant year-over-year growth has not been observed

Figure 4.15: Hidden Valley Sports Complex Visit Duration



4.2.3.3 Strategic Planning Implications

To capitalize on its regional draw and support the wider Blue Springs Parks and Recreation system, Hidden Valley should be positioned as the flagship destination for regional tournaments. Key strategies include:

- Expanding Event Offerings: Pursue aggressive recruitment for tournaments, showcases, and introduce additional programming during shoulder seasons, such as clinics and camps
- Enhancing the Spectator Experience: Invest in upgrades like shade structures, improved seating, and enhanced concessions areas to encourage longer stays and greater satisfaction among attendees
- Supporting Travel Markets: Improve wayfinding, optimize parking flow, and strengthen partnerships with local hotels and dining establishments to maximize economic benefits for the region

Collectively, these efforts will help ensure Hidden Valley continues to meet the demands of both local athletes and regional sports tourists, while complementing the roles played by other community-focused facilities within the Blue Springs parks and recreation system.

4.2.4 Vesper Hall

Vesper Hall is a popular facility among older adults in Blue Springs, receiving over 30,500 visits during the 12-month review period ending September 1, 2025. This represents a 6.3% increase from the previous year.

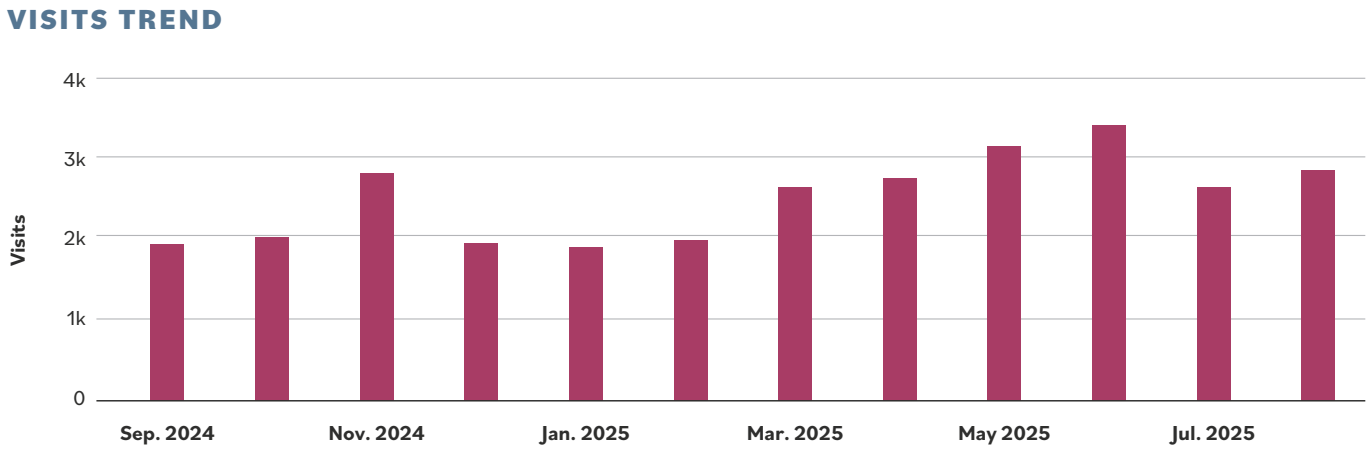
Figure 4.15: Vesper Hall Visit Metrics

30.5k	4.55
VISITS	VISIT VFREQUENCY
6.7k	▲ 6.3%
VISITORS	VISITS YoY

4.2.4.1 Facility Performance and Visitor Patterns

VISITOR VOLUME AND REACH: Vesper Hall receives around 30,500 visits from approximately 6,700 unique visitors over the course of the year. July is the business month, followed by May, August, and November.

Figure 4.17: Vesper Hall Monthly Visitation Comparison



WEEKLY AND DAILY TRENDS: The busiest days are Tuesdays and Thursdays, followed closely by Friday and Wednesday. Sundays see the fewest visits. Mornings are the busiest at Vesper Hall, with visits peaking between 10:00 a.m. and 11:00 a.m. Lower afternoon and evening visits represent opportunities to identify other uses for the facility during these times to maximize ulitization.

Figure 4.18: Vesper Hall Daily Visitation Comparison

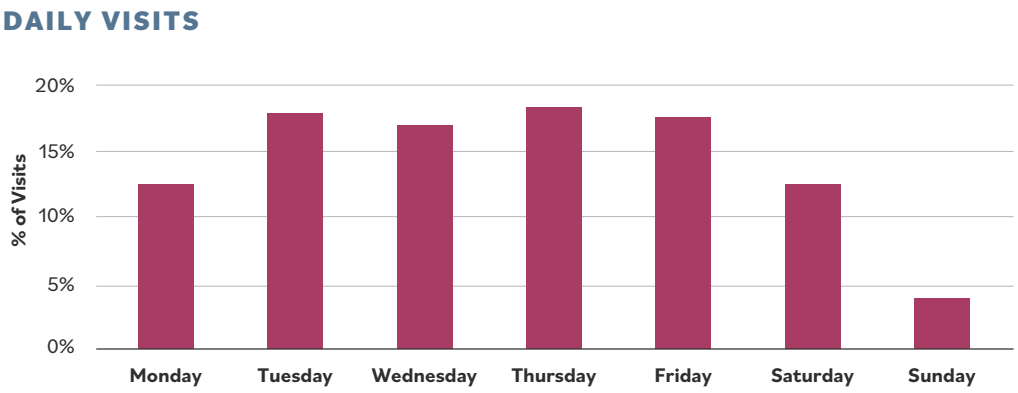


Figure 4.19: Vesper Hall Hourly Visitation Comparison

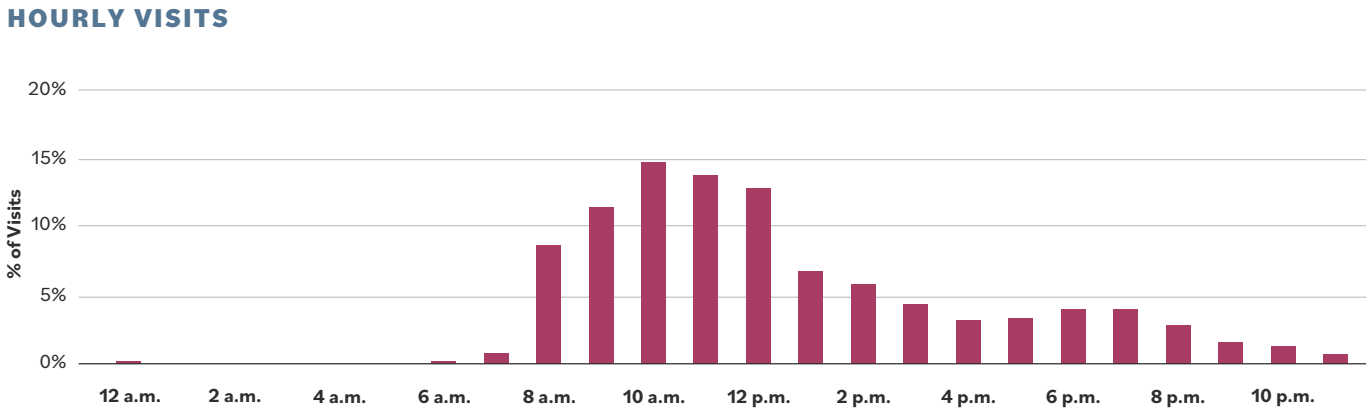
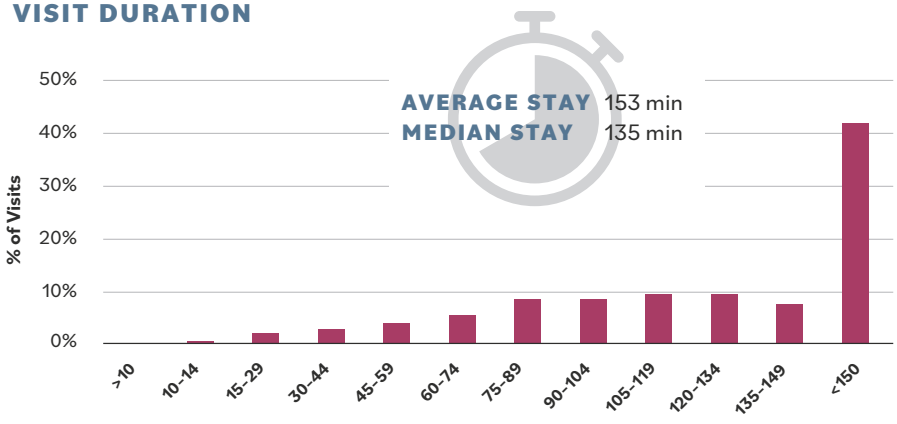


Figure 4.20: Vesper Hall Visit Duration



DWELL TIME: The average visitor stays at Vesper Hall for 153 minutes. Nearly 60% of visits are over two hours in length.

4.2.4.2 Strategic Planning Implications

Vesper Hall has a loyal user group who spend their mornings at the facility enjoying lunch, entertainment, and fellowship. Based on daily and hourly visitation data, these users make up over 60% of facility use. Lower afternoon facility utilization indicates an opportunity to diversify programming, evaluate facility amenities, and grow the user based of this facility, with activities that appeal to a wider range of interests and a slightly younger demographic in the afternoons and weekends.

4.2.5 FACILITY RECOMMENDATIONS

4.2.4.1 OPTIMIZING DEMAND AND SEASONALITY

Blue Springs Parks & Recreation facilities each play a unique role in attracting visitors throughout the year. Water recreation, particularly at Blue Surf Bay, is a high-intensity summer draw, with activity peaking on weekends and in the early afternoons. Meanwhile, the Fieldhouse offers stable, year-round demand with a focus on weekday use, and Hidden Valley Sports Complex drives regional spikes in attendance during weekends and evenings due to sports tournaments.

4.2.4.2 IMPROVING ACCESS AND EXPANDING TRADE AREAS

Local access policies significantly influence the draw and crowding at Blue Surf Bay, which, along with the Fieldhouse, tends to attract primarily local visitors. In contrast, Hidden Valley extends its reach beyond city limits, with league and tournament strategies directly affecting the mix of visitors and the duration of their stays.

4.2.4.3 INCREASING VISIT FREQUENCY AND ENHANCING DWELL TIME

- **FIELDHOUSE:** High loyalty (averaging 8.35 visits per person) is a major asset. Protect and enhance this through memberships, add-ons, and retention programs
- **WATERPARK AND SPORTS COMPLEX:** Longer visits are common, requiring staffing, shade, seating, concessions, and queue management designed for half-day or multi-game experiences
- **VESPER HALL:** Diversity programming to attract a different audience in the afternoons.

4.2.4.4 ACTION-ORIENTED FACILITY RECOMMENDATIONS

- **BLUE SURF BAY WATERPARK:**
  - Evaluate access policy adjustments, such as expanding nonresident windows beyond Tuesday/Thursday or increasing day-pass allocations, to grow shoulder-week demand without sacrificing community access
  - Conduct targeted outreach to nearby cities, focusing on midweek and late-season promotions
- **FIELDHOUSE:**
  - Design weekend and off-peak activations, including mini-tournaments, family recreation nights, and wellness events, to balance weekday loads
  - Optimize memberships with loyalty tiers, cross-selling opportunities with Blue Surf Bay, and “bring-a-friend” trials to convert casual users
  - Maintain equipment refresh cycles, optimize staffing for 2–6 p.m. peak hours, and create micro-spaces for quick activities lasting 45–75 minutes.
- **HIDDEN VALLEY SPORTS COMPLEX:**
  - Expand partnerships and the hosting calendar for tournaments; formalize packages including fields, officials, and hospitality
  - Upgrade participant experience through enhancements such as shade structures, improved seating, concessions/food truck pads, hydration stations, and clear circulation/parking
  - Fill calendar gaps with off-season programming, including skills clinics, winter training, and regional showcases

Benchmarking Insights

The benchmarking analysis compares Blue Springs Parks & Recreation to four groups of peer agencies: Missouri Region, Great Lakes Region, Regional Gold Medal finalists (past five years), and National Gold Medal finalists (past five years).

4.4.1 COMMUNITY SCALE AND SERVICE AREA

Blue Springs, with a population of 61,000, surpasses both the Missouri and Great Lakes regional medians and is slightly larger than the average for Regional Gold Medal agencies, though it remains just below the median size of National Gold Medal agencies. Covering 22.3 square miles, Blue Springs encompasses the largest geographic area among its peer groups. This expansive service area results in a more widespread distribution of parks, facilities, and staff, which in turn leads to greater operational and maintenance demands.

Figure 4.21: Population of Jurisdiction - Benchmarked Comparison

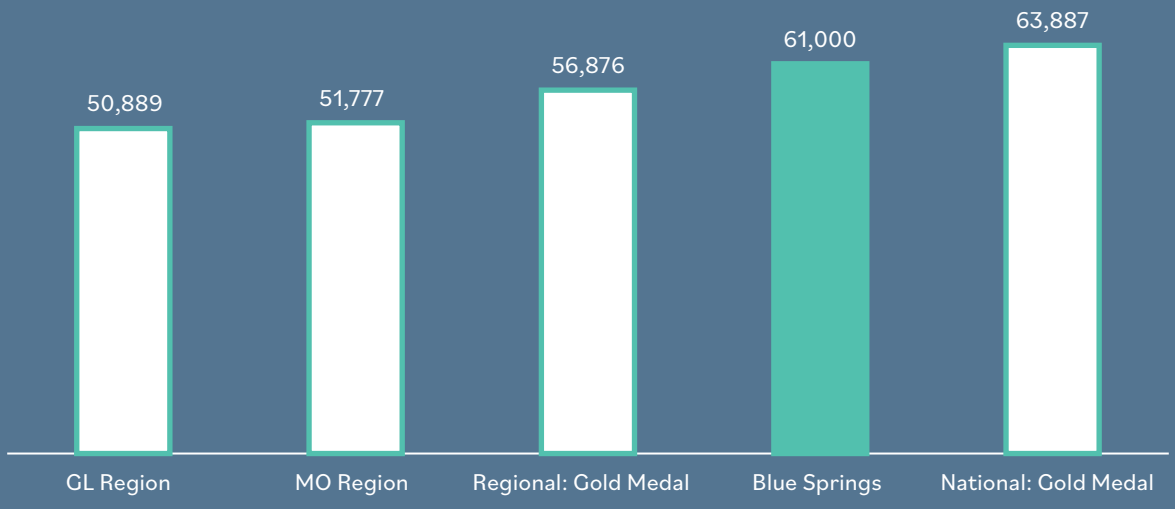
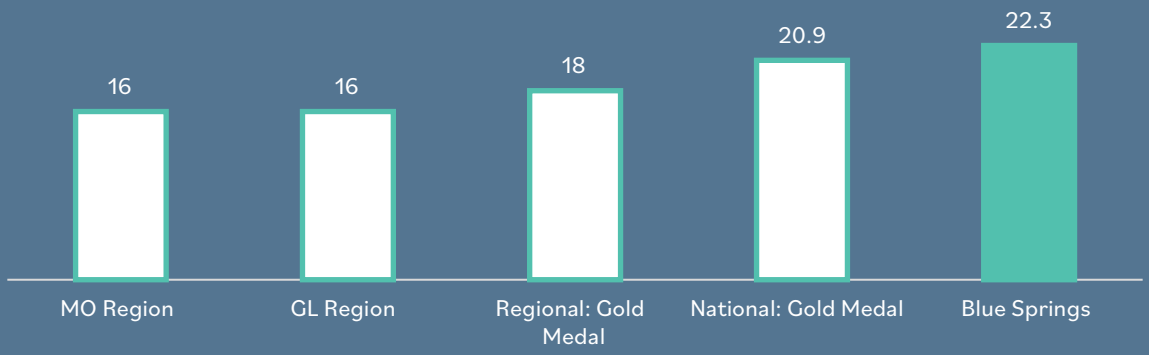


Figure 4.22: Size of Jurisdiction - Benchmarked Comparison (Square Miles)



4.4.2 WORKFORCE AND STAFFING

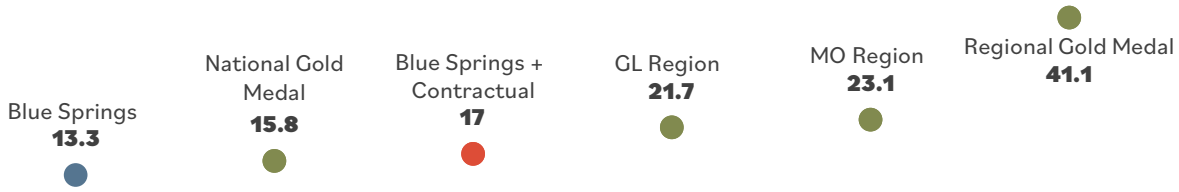
Blue Springs employs a total of 81 full-time equivalent (FTE) staff members. By including contractual park, golf, and custodial positions in the FTE count, this number rises to 104 FTEs or 17 FTEs per 10,000 population. These counts are slightly lower than regional peer groups, with the Missouri Region averaging 114 FTEs and 23.1 FTEs per 10,000, and the Great Lakes Region averaging 107 FTEs and 21.7 FTEs per 10,000.

When compared to gold medal winning agencies, Blue Springs is slightly higher than the national average of 15.8 FTEs per 10,000, and significantly lower than Regional Gold Medal agencies with 41.1 FTEs per 10,000 population. This data underscores that Blue Springs operates efficiently, with staffing levels near or below those found in peer organizations. As the community grows and demands increase, this efficiency can lead to operations strain if positions are not added to scale services effectively.

Table 4.3: Total Number of FTEs and FTEs Per 10,000 Population

	Blue Springs	Blue Springs + Contractual	MO Region	GL Region	Regional Gold Medal	National Gold Medal
Total Number of FTE Employees	81	104	114	107	214.5	97
FTEs Per 10,000 Population	13.3	17	23.1	21.7	41.1	15.8

Figure 4.23: FTEs Per 10,000 Population



4.4.3 OPERATING BUDGET, CAPITAL INVESTMENT, AND REVENUES

Blue Springs operates with annual operating expenditures totaling $10.5 million. This figure is noticeably lower than those reported by all benchmark groups, particularly when compared to Gold Medal agencies, which allocate significantly more toward their operations. Despite a lower operating budget, Blue Springs maintains an efficient approach to service delivery, though it may pose challenges in keeping pace with higher-performing peers.

In terms of capital investment, Blue Springs' capital budget stands at $5.2 million. This amount is higher than the median capital budgets of the Missouri and Great Lakes regional groups as well as that of Regional Gold Medal agencies. However, it remains below the levels invested by National Gold Medal agencies. This suggests that while Blue Springs is competitive in its regional capital investment, there is still room for growth to reach the standards set by top national agencies.

Table 4.4: Agency Revenue, Operating, and Capital Budgets

	Blue Springs	Blue Springs + Golf	MO Region	GL Region	Regional Gold Medal	National Gold Medal
Total Operating Expenditures	$8,364,467	$10,476,243	$13,300,297	$13,092,243	$28,243,087	$20,308,537
Capital Budget	$5,200,000	N/A	$4,841,968	$4,055,309	$3,949,016	$9,581,702
TOTAL REVENUES	**$4,151,880**	**$6,794,567**	**$7,380,315**	**$7,242,561**	**$10,517,879**	**$5,446,206**

Figure 4.24: Agency Operating Budget – Benchmarked Comparison

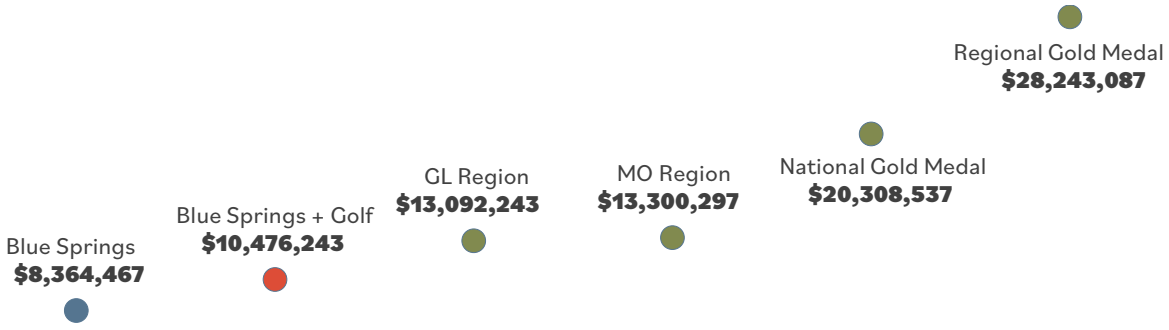


Figure 4.25: Agency Capital Budget – Benchmarked Comparison

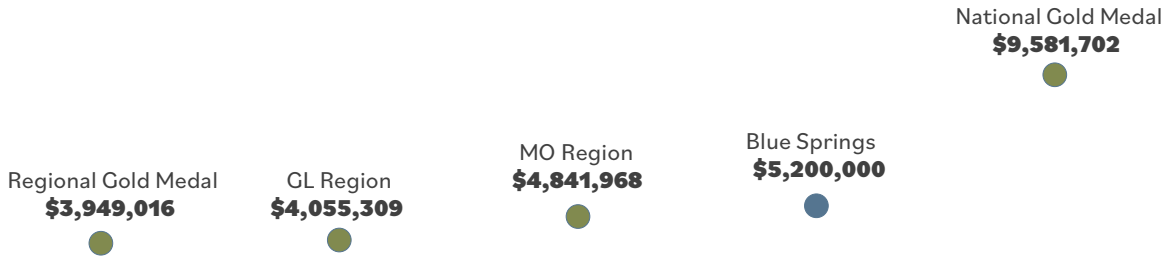
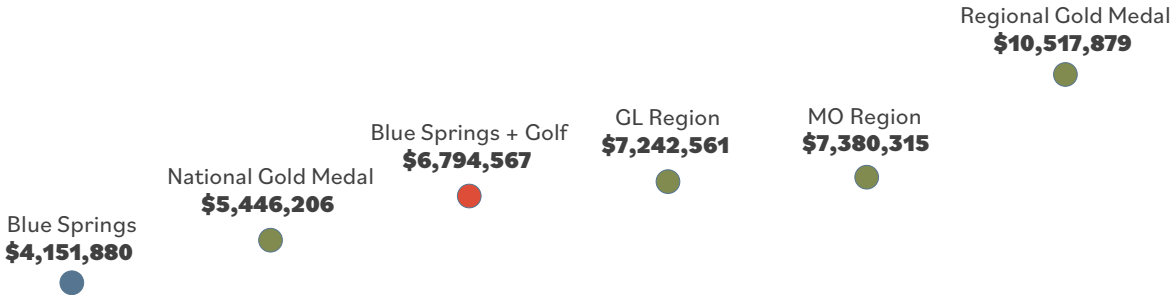


Figure 4.26: Agency Revenue – Benchmarked Comparison



4.4.4 PER CAPITA COMPARISONS

Blue Springs demonstrates a notably efficient use of its operating budget, spending just $172 per resident. This figure is considerably lower than those reported by its peer agencies, with Missouri and Great Lakes regional groups both allocating $293 per capita, National Gold Medal agencies spending $318, and Regional Gold Medal agencies investing as much as $518 per resident. Such cost efficiency highlights the department's constrained staffing and limited investment in operating expenditures, which, while promoting efficiency, also reflects the strain placed on resources and service capacity.

In contrast, Blue Springs excels in revenue generation, bringing in $195 per resident, the highest among all comparison groups. This level of revenue productivity nearly matches the performance of Regional Gold Medal agencies, which generate $197 per capita, and far exceeds the results seen in other benchmark groups. This strong revenue outcome underscores robust community participation and effective cost recovery, indicating Blue Springs' enterprise facilities and programs are highly successful in meeting community demand.

Table 4.5: Average Expenditures and Revenue Per Capita (2024)

	Blue Springs	Blue Springs + Golf	MO Region	GL Region	Regional Gold Medal	National Gold Medal
Operating Expenditures Per Capita	$137	$172	$293	$293	$518	$318
Revenue Per Capita	$68	$111	$149	$149	$197	$85

Figure 4.27: Agency Expenditures Per Capita – Benchmarked Comparison

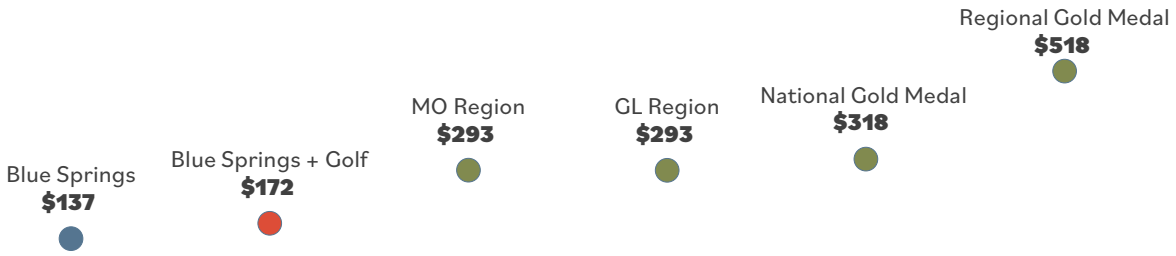


Figure 4.28: Agency Revenue Per Capita – Benchmarked Comparison



4.4.5 KEY FINDINGS

Key Strengths

Blue Springs Parks & Recreation excels in efficiency and revenue generation, surpassing all benchmark groups. The department maintains low expenditures per capita while achieving high levels of capital investment compared to regional peers. Strong cost recovery is evident, driven by enterprise facilities and robust program participation.

Challenges

Despite these strengths, the department operates with significantly fewer staff than both regional norms and Gold Medal standards. Its operating budget is lower than peer agencies, limiting service capacity. The large geographic service area increases operational strain on maintenance and facility operations, and scaling services to meet community demand remains challenging at award-winning levels.

4.4.6 RECOMMENDATIONS

Workforce Investment

Blue Springs operates efficiently, with fewer staff than peer organizations. The strategic use of contractual staff to ease operational strain is effective, yet FTEs per 10,000 are still near or below peer groups. Expanding the workforce over time will build capacity for program growth, help ensure adequate supervisory coverage, and address maintenance demands as the community grows and new parks are added.

Operating Budget Growth

Operating resources should be expanded or realigned to keep pace with the growth of facilities, evolving community expectations, and increasing system complexity. This approach supports ongoing service quality and operational effectiveness.

Strategic Use of Revenue Strength

High levels of revenue generation provide an opportunity to reinvest in staffing, modernize systems and workflows, and expand recreation and aquatics services. Leveraging this financial strength supports continued organizational improvement and service expansion.

Capital Strategy

Scaling capital planning should continue to maintain aging infrastructure, increase equitable access, and expand parks and indoor recreation spaces to match the needs of the growing population.



5 PARKS, FACILITIES, LEVELS OF SERVICE AND ACCESS

The parks and recreation system in Blue Springs provides a diverse set of amenities, facilities, and open spaces that support community wellbeing, recreation, and daily access to nature. An analysis of parkland distribution, amenity quality, accessibility, and geographic coverage reveals both strong assets and areas requiring future investment. This section summarizes current conditions, levels of service by park and facility type, geographic gaps, park quality findings, and systemwide access considerations.

5.1 Park and Open Space Inventory and Classification

Blue Springs maintains a tiered classification framework that organizes the system into Neighborhood Parks, Community Parks, Regional Parks, Special Use Parks, and Open Space/Natural Areas. This structure helps define appropriate service radii, amenity expectations, and land needs across a citywide network.

The system includes 19 City-owned parks totaling approximately 614 acres combined, with an expanded 25-park network (over 11,000 acres) when accounting for partner-managed regional lands. Several undeveloped parcels, such as Northeast Park, Valley View, Southwest Park, Stonecreek, and Willow Tree, represent critical future opportunities to maintain and expand service as the community grows.

Figure 5.1: Park Classifications

PARK CLASSIFICATIONS

NEIGHBORHOOD PARKS (2-15 ACRES)

Neighborhood parks are the core building blocks of the system, offering walkable access to play areas, open space, picnicking, and small-scale sports amenities. Their 10minute walk/ halfmile service radius helps to ensure daily access to recreation and community gathering space.

COMMUNITY PARKS (16-40+ ACRES)

Community parks provide expanded amenities, larger play environments, event space, and multi-field sports opportunities. With a one-mile service radius, community parks serve multiple neighborhoods and often house high-demand amenities such as splash pads, athletic complexes, or signature playgrounds.

REGIONAL PARKS

Regional parks draw visitors from across and beyond City boundaries through unique natural features, major recreation amenities, or extensive trail networks. They provide citywide and regional value and are essential to Blue Springs' identity and recreation tourism.

SPECIAL USE PARKS

Special use parks support one or more specialized recreational purposes, such as sports complexes, BMX tracks, or event venues. They typically offer amenities that are not replicated elsewhere in the system.

OPEN SPACE AND NATURAL AREAS

Natural areas preserve ecological resources, support stormwater functions, and provide opportunities for passive recreation, nature exploration, and trail development where appropriate.

5.2 PARK QUALITY AND CONDITION

A Level of Quality (LOQ) assessment evaluated each park based on access, character, connectivity, usability, and physical condition. The analysis found:

- High-performing parks, such as Baumgardner, Burrus Old Mill, Wilbur Young, and Woods Chapel
- Moderate-quality parks needing modernization or amenity upgrades, including Blue Springs Park, Pink Hill, and Keystone
- Low-quality or undeveloped sites with minimal amenities or significant infrastructure needs

Systemwide trends reveal the need for updated signage, renovated restrooms, improved surfacing, replenished furnishings, and drainage improvements. Several older support buildings require full replacement.

5.3 Systemwide Insights and Key Findings

Blue Springs stands out in providing regional and community recreation, particularly through its sports complexes, aquatics, and unique destination amenities. However, maintenance challenges and aging infrastructure are beginning to impact the user experience. The City's undeveloped parks, especially in underserved neighborhoods, offer prime opportunities for strategic growth and investment. Natural areas should be preserved as environmental buffers and for low-impact recreation.

The park system excels in community and regional facilities, particularly aquatics, sports complexes, and event venues. Maintenance needs and aging amenities are notable challenges. Undeveloped parks are essential for future growth and will require careful planning and investment in infrastructure. Natural areas should remain protected, with scope for trails or limited amenities where appropriate.



5.4 Level of Service

Blue Springs maintains an overall Level of Service (LOS) of about 10.34 acres per 1,000 residents, which is above the national medians; however, with 152 acres still undeveloped, effective LOS is reduced. While the City provides one park per 3,123 residents, higher than the average of 2,200 residents per park in similar communities, when considering only developed parks, the ratio increases to one park per 4,564 residents, highlighting the need for additional neighborhood-scale spaces to improve access and balance distribution.

Table 5.1: Level of Service Comparisons

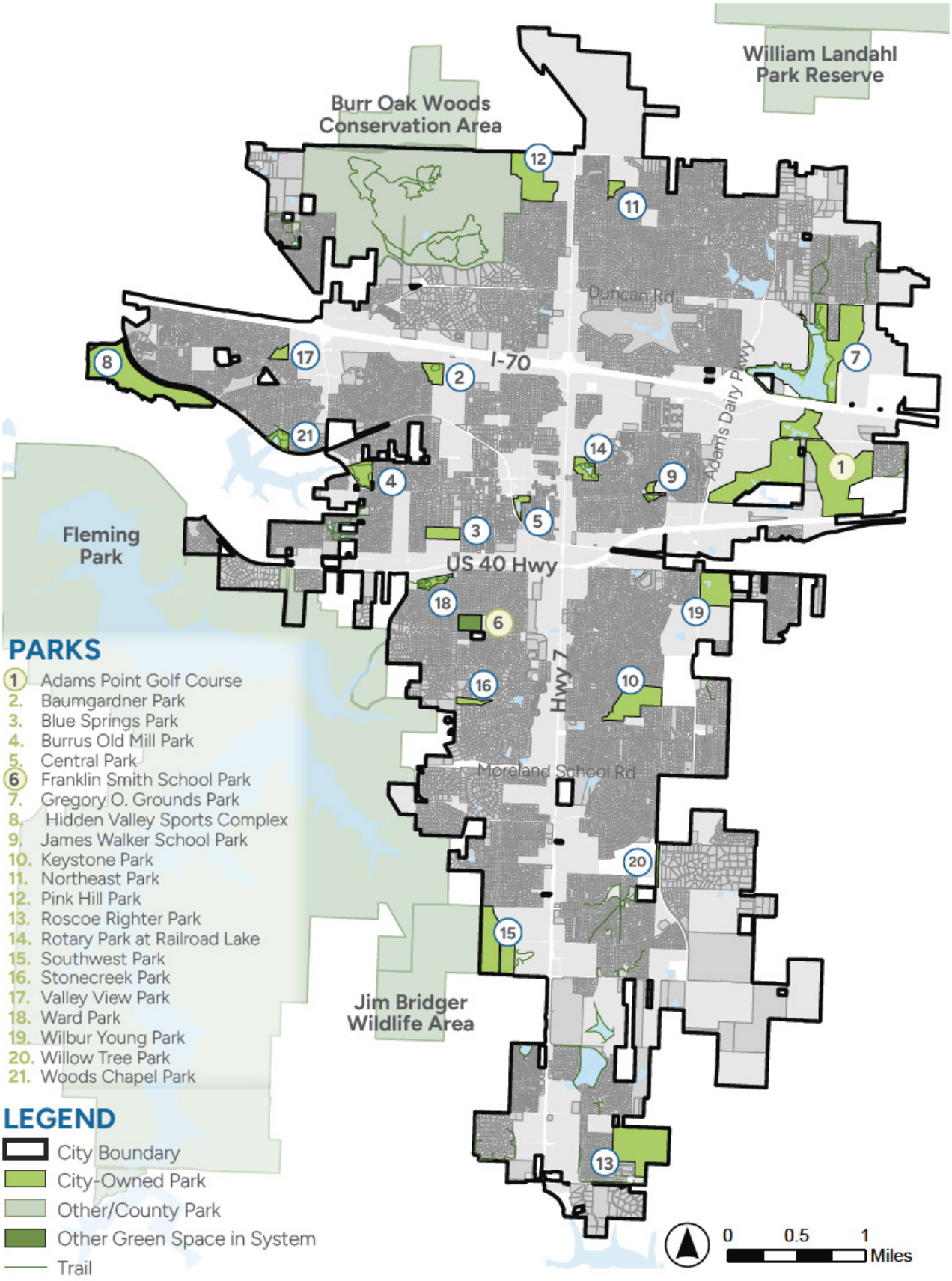
TABLE 1.1 - LEVEL OF SERVICE (LOS) NRPA Relevant Perspective Comparisons		2025 NRPA Median	Blue Springs Current	Suggested 10-Yr Need # of Parks / Acres	Suggested Need
National	Residents Per Park	2,411	3,123	27	8
	Acres of Parkland per 1,000 Residents	10.20	10.34	668	50
Midwest	Residents Per Park	1,796	3,123	36	17
	Acres of Park Land per 1,000 Residents	8.20	10.34	537	0
POPULATION (50,000 to 99,999)	Residents Per Park	2,299	3,123	29	10
	Acres of Park Land per 1,000 Residents	9.20	10.34	603	0
BUDGET SIZE ($10+ million)	Residents Per Park	2,393	3,123	27	8
	Acres of Park Land per 1,000 Residents	10.30	10.34	675	56
Acres of Parks Maintained (251- 1,000 acres)	Residents Per Park	2,119	3,123	31	12
	Acres of Park Land per 1,000 Residents	10.00	10.34	655	37
Average # of Residents per Park:		2,204	3,123	30 parks	11 parks
Average Parkland per 1,000:		9.58	10.34	568 acres	0 acres
10-Year Target LOS - # of Residents per Park:			3,123	22 parks	3 parks
10-Year Target LOS - Acres per 1,000 Residents:			10.00	655 acres	42 acres

While neighborhood-scale spaces will increase access and address gaps, it should be noted at a regional level, when evaluating all park acreage regardless of ownership, Blue Springs residents enjoy abundant access to park land and natural areas (Figure X).

Table 5.2: Level of Service Summary

Table 1.2 Level of service Summary	City of Blue Springs Parks	All parks Regardless of Ownership
Current Population	59,337	59,337
Number of Parks	19	25
Park Acres	618.83	11,369.4
Residents Per Park	3,186	2,373
Current LOS (acres per 1,000)	10.34	192.04
Similar Communities Average Comparison (acres per 1,000)	9.58	9.58

Figure 5.2: Park System Map



To accommodate the anticipated population growth of approximately 6,200 residents over the next decade, Blue Springs will need an estimated 42 additional acres of parkland to uphold its current LOS standard of 10 acres per 1,000 residents. Analysis indicates that while neighborhood parks generally meet recommended size guidelines, community parks are undersized and will require the development of at least one new community park and two new neighborhood parks during this period. Factoring in the completion of undeveloped parks and the inclusion of partner parks, the system approaches regional norms in terms of overall parkland provision. Blue Springs has a strong inventory of regional and special use parks compared to benchmarks. While The shortage of natural areas indicated in the study is more than made up for through the regional access to natural areas not owned by the City of Blue Springs (see Figure X above).

Table 5.3: Level of Service by Park Type

Table 1.3 - LOS by Park Type	*Park Name*	*Size (acres)*	*Total (acres)*	*NRPA Suggested Range* Acres per 1,000 residents	*Blue Springs Current LOS* Acres per 1,000 residents	*Target LOS* Acres per 1,000 residents	*10 Year Target* Total Acres	*10 Year Target* Acres Needed
Neighborhood Parks 2-14 acres 1/2-mile Service Radius 13% of BS' total acreage	Baumgardner Park	11.99	81.91	1-2	1.38	1.50	98.91	17
	Blue Springs Park	14.15						
	Central Park	4.18						
	James Walker Park	6.00						
	Northeast Park *	6.11						
	Rotary Park at Railroad Lake	13.43						
	Valley View Park *	6.10						
	Ward Park	9.40						
	Woods Chapel Park	10.55						
Community Parks 15-50 acres 1-mile Service Radius 33% of BS' total acreage.	Burrus Old Mill Park	16.68	197.44	5-8	3.33	3.40	222.37	25
	Keystone Park	41.79						
	Pink Hill Park	52.90						
	Southwest Park *	49.79						
	Wilbur Young Park	36.28						
Regional Parks 50+ acres 1-mile Service Radius 36% of BS' total acreage	Gregory O. Grounds Park	148.85	223.16	VARIABLE	3.76	3.76	223.16	0
	Roscoe Righter Park *	74.31						
Special Use Parks 13% of BS' total acreage.	Hidden Valley Sports Complex	100.91	100.91	VARIABLE	5.31	5.31	100.91	0
Open Space & Natural Areas 2% of BS' total acreage	Stonecreek Park *	5.86	10.13	VARIABLE	0.17	0.17	10.13	0
	Willow Tree *	4.27						
		TOTALS:	613.55				655.48	42
Golf Courses 27% of BS' total acreage	Adams Pointe	214.33	214.33				214.33	0
* Undeveloped parkland.		TOTALS:	827.88				869.81	42

LEVEL OF SERVICE BY PARK AMENITIES

The park system demonstrates both considerable strengths and areas for improvement. It boasts plentiful baseball and softball diamonds, as well as versatile tennis and pickleball courts, volleyball courts, and skate parks, all of which contribute to a robust recreational offering for the community. While the chart indicates deficits based on a comparison to average communities, actual community needs and preferences vary. For example, while this table indicates the need for additional community gardens, this is not reflected in community input or use trends for community garding in the City.

Table 5.4: Level of Service by Facility Type

Table 1.3 - LOS by Facility Type	Population per Facility Average of Comparison Communities	Population per Facility Blue Springs	Current # of Facilities Blue Springs	Suggested # of Facilities	Surplus or Deficit
Outdoor facilities					
Playgrounds	3,406	3,784	16	18	-2
Pickleball (outdoor)	9,450	10,090	6	6	0
Tennis courts (outdoor)	6,150	5,045	12	10	2
Basketball courts (outdoor)	8,107	8,648	7	7	0
Multi-use courts (tennis/pickleball)	21,422	7,567	8	3	5
Volleyball courts	24,581	7,567	8	2	6
Dog park	45,115	60,539	1	1	0
Community gardens	38,016	60,539	1	2	-1
Skate park	52,732	30,270	2	1	1
Regulation 18-hole courses	75,264	60,539	1	1	0
Disc golf course	56,585	60,539	1	1	0
Diamond fields (baseball/softball)	4,232	2,422	25	14	11
Rectangular fields (soccer/football)	4,987	4,657	13	12	1
Walking Loops	16,742	8,648	7	4	3
Waterparks	57,124	60,539	1	1	0
Splash pad	42,821	60,539	1	1	0
Indoor Facilities					
Recreation centers (including gyms)	32,011	60,539	1	2	-1
Performance amphitheater	66,475	60,539	1	0	-1
Aquatic centers	51,674	60,539	1	1	0

Survey feedback underscores some deficits, revealing a strong desire for more trails, natural areas, aquatics facilities, wellness spaces, splash pads, neighborhood parks, and senior activity areas. These findings suggest that while the existing amenities serve many residents well, future planning should prioritize expanding the park system to address unmet needs and help ensure equitable access for all community members.



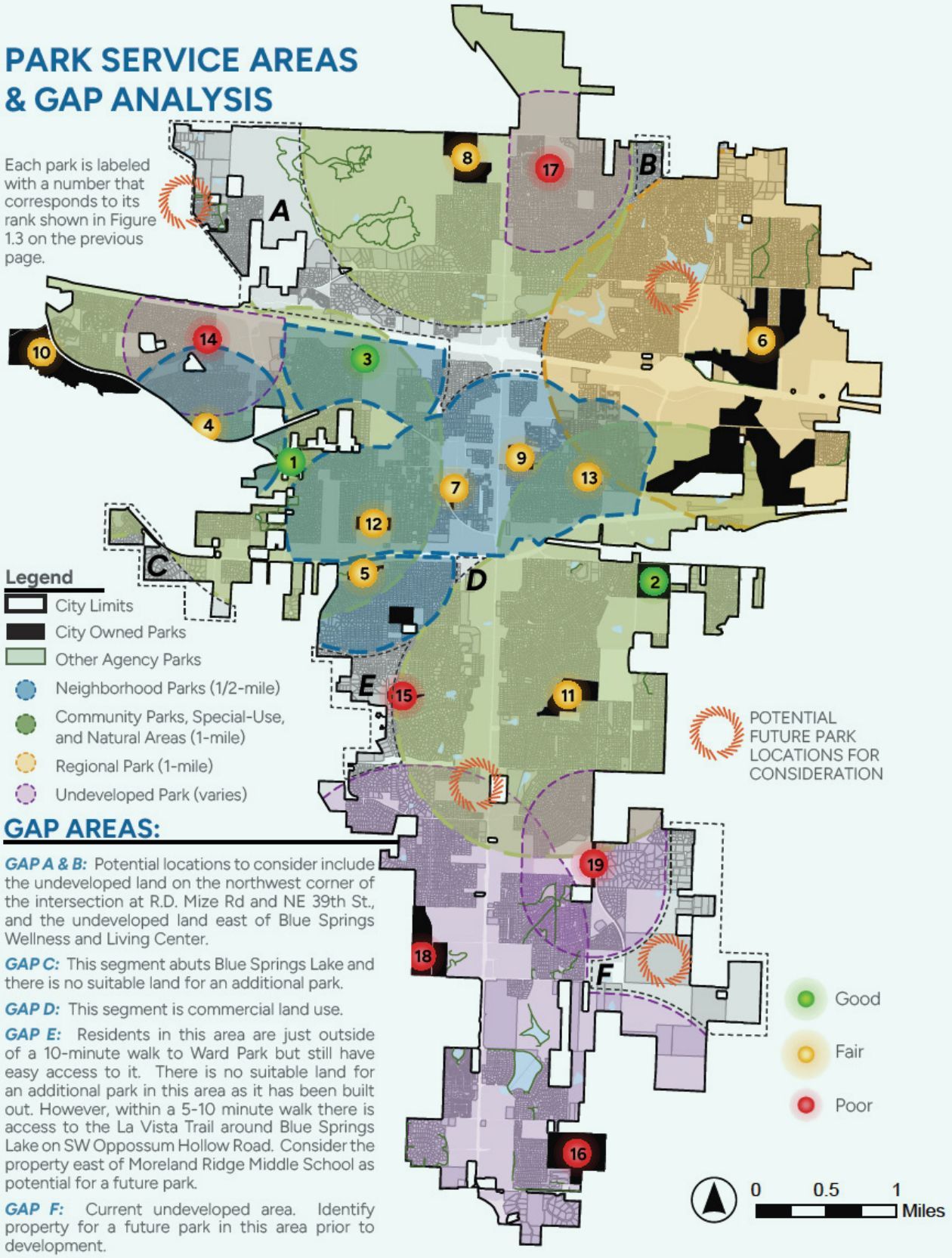
Geographic Gap Analysis

GIS-based walkability and service area mapping highlight key geographic gaps, particularly in the north-central and west portions of the city (Gaps A and B). Additional considerations include:

- **Gap C:** Adjacent to Blue Springs Lake—no developable land.
- **Gap D:** Commercial area unsuitable for a park.
- **Gap E:** Near Moreland Ridge Middle School; minor opportunity.
- **Gap F:** Major undeveloped growth area requiring early land preservation.

Amenity-specific coverage gaps exist for playgrounds, shelters, sports courts, aquatics, and fields, underscoring a need for more neighborhood-scaled amenities in underserved areas.

Figure 5.3: Park Service Areas & Gap Analysis



Facility Assessment

An evaluation of the park system's buildings and structures reveals a mix of modern assets and aging facilities. The Carson Ross Community Recreation Complex stands out as recently built or renovated, providing strong foundational amenities for the community.

AGING STRUCTURES AND NEEDED UPGRADES

Many of the older restrooms, concession stands, and support buildings are showing clear signs of deterioration. Common issues include infrastructure decay, outdated or inaccessible fixtures, evidence of vandalism, and ongoing drainage and ventilation problems. Facilities at, Keystone and Pink Hill, and are in especially poor condition and require full replacement to meet current standards. Other recommendations from the facility assessment were addressed during the development of this plan.

MAINTENANCE FACILITY ASSESSMENT

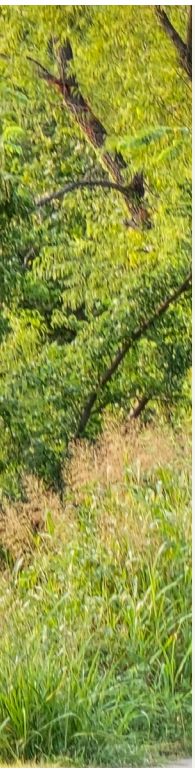
Maintenance sites are largely functional; however, Hidden Valley would benefit from upgraded and expanded storage.

COMMUNITY CENTER (VESPER HALL)

Vesper Hall serves as an important resource for older adults; however, the building is showing signs of deterioration. This includes requiring exterior repairs, drainage improvements, upgraded interior finishes, and new lighting and storefront systems to better serve the community.

SUMMARY OF BUILDING CONDITIONS

Overall, the assessment highlights substantial variation in the age, condition, and functionality of park facilities. While modern centers like Blue Surf Bay and the Fieldhouse anchor the system, many older restrooms and concessions are not accessible, have outdated fixtures, and suffer from vandalism and structural issues. Full replacement is necessary for several buildings, including the Keystone restroom, while others could benefit from partial renovations.



Accessibility and Walkability

A systemwide accessibility analysis found that while newer facilities generally meet ADA standards, many older parks require substantial upgrades to comply. Walkability scores vary significantly across neighborhoods, with some areas scoring below 30 due to limited sidewalks, and others exceeding 100 where pedestrian infrastructure is robust. Additionally, several parks lack accessible routes to essential amenities such as playgrounds, shelters, and courts. These gaps contribute to equity concerns, particularly in lowerincome and youthdense areas. These findings highlight the need for equitable, ADA-compliant improvements, reinforcing the importance of targeting priority investment areas within the park system.



Social Equity Analysis

A demographic review reveals disparities in park access, facility quality, and walkability across Blue Springs. Underserved neighborhoods, particularly in the southern and northeastern sections, should be targeted for new development, infrastructure improvements, and expanded programming.

The analysis highlights that areas north of I-70 have moderate population density, an older demographic, less diversity, and contain one undeveloped park (Northeast Park). South of I-70 and west of Highway 7 features the City's most diverse population and moderate density, with generally adequate park service. Similarly, the area south of I-70 and east of Highway 7 is well served and demographically comparable. In contrast, the region south of Moreland School Road, while more affluent and lower in density, lacks sufficient park access but includes three undeveloped parcels that present significant opportunities for future investment.



Capital Improvement Needs

The assessment of the Blue Springs park system highlights an estimated $87.8 million in capital improvements required over the next decade, averaging about $8.8 million per year. These investments aim to address a wide range of needs, including the replacement of aging amenities, modernization of facilities, and enhancements to accessibility throughout the park network.

SCOPE OF IMPROVEMENTS

Key priorities for capital funding include the scheduled replacement of worn-out amenities, rebuilding outdated restrooms and concession stands, and upgrading playgrounds to meet current standards. The plan also emphasizes the importance of improving drainage systems, landscaping, and working to ensure all parks are compliant with ADA accessibility requirements. Additionally, significant resources are allocated for constructing new trails and paths, as well as implementing major master plans for undeveloped parcels such as Southwest Park and Roscoe Righter Park.

PHASED AND PRIORITIZED APPROACH

Given the extensive scope and cost of these improvements, a phased, priority-driven investment strategy is recommended. This approach will help ensure upgrades align with community needs, address urgent safety concerns, and support the long-term sustainability of the park system. Strategic prioritization will also allow the City to maximize the impact of available resources, focusing first on areas and facilities with the greatest need.

Key Systemwide Themes

System Strengths

The Blue Springs park system benefits from several notable strengths. Residents enjoy access to high-quality regional destinations, including outstanding aquatics and athletic facilities, and well-utilized indoor recreation venues. Community feedback consistently reflects strong satisfaction with the overall availability and number of parks throughout the City. Additionally, partnerships with other agencies contribute valuable natural open spaces, further enhancing the system's appeal.

System Challenges

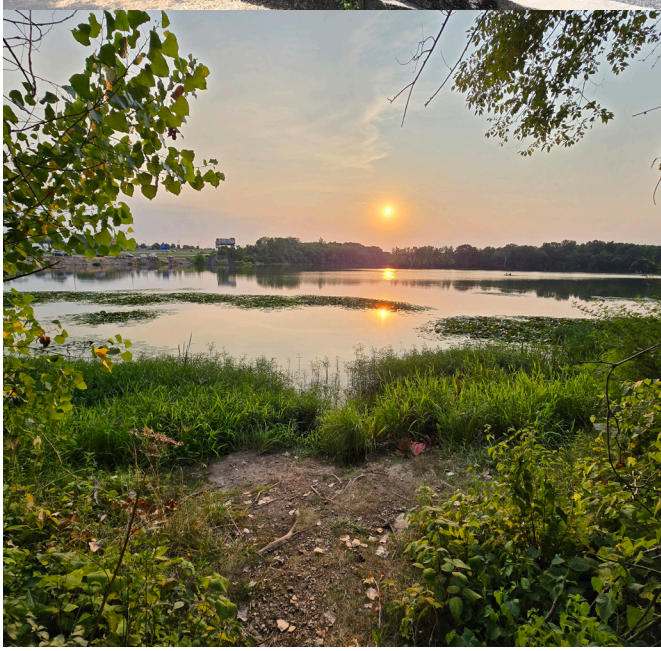
Despite these advantages, the park system faces several ongoing challenges. Many amenities and facility buildings are aging and require modernization, and there are significant gaps in the distribution of neighborhood-scale parks. Some communities experience limited access to indoor recreation and wellness spaces, as well as disparities in accessibility and walkability across neighborhoods. Maintenance capacity is stretched thin due to constrained staffing, making it difficult to keep pace with system needs. Furthermore, a large inventory of undeveloped park parcels does not currently provide service-level benefits until future development occurs. There is also a need for more playgrounds, community gardens, and additional indoor recreation spaces to better meet the evolving needs of residents.

Opportunities for Improvement

Looking ahead, several opportunities can help address these challenges and strengthen the park system. Blue Springs should prioritize the development of undeveloped park parcels, particularly in underserved neighborhoods such as Northeast, Southwest, Valley View, and Willow Tree. Expanding trails, natural areas, and nature-based programming will provide more options for outdoor recreation and conservation. Modernizing neighborhood parks and updating failing infrastructure are essential for maintaining quality and relevance. There is also potential to use parks as community resilience and conservation assets, expand amenities that are senior-friendly, and prioritize equity in capital allocation and planning efforts. These initiatives will support a more inclusive, accessible, and vibrant parks and recreation system for Blue Springs residents.









6 NEEDS ASSESSMENT

The needs assessment synthesizes feedback from Blue Springs residents to identify the priorities shaping the future of the parks and recreation system. An intentional outreach campaign, utilizing surveys, digital engagement, pop-up events, open houses, stakeholder interviews, and focused conversations with underserved groups, captured thousands of insights and experiences. These findings inform the recommendations and vision moving forward.



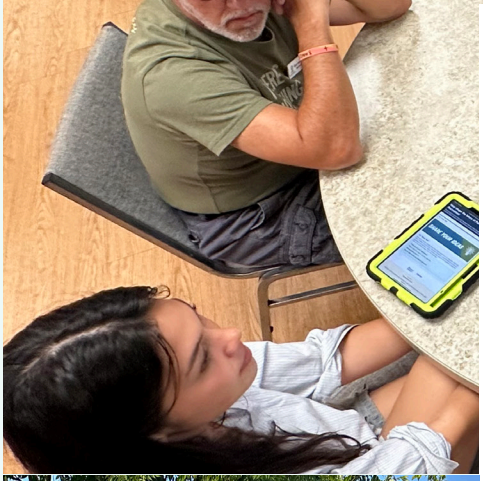
Engagement Overview

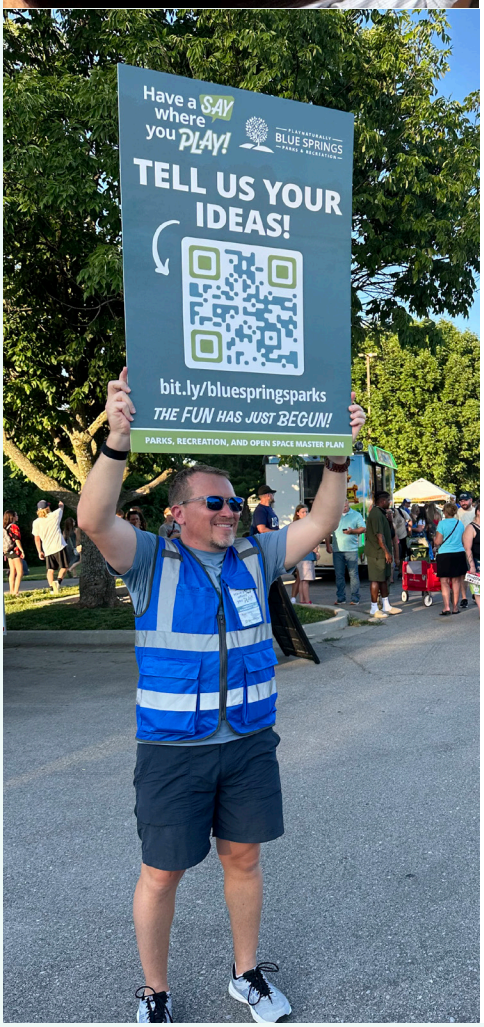
Between May and August 2025, the City and its consulting team implemented a hybrid engagement strategy branded as “Have a Say Where You Play!” The effort included statistically valid and open-access surveys, pop-up events at community locations, an online platform with interactive tools, stakeholder interviews, and targeted conversations with seniors, teens, families, and underserved populations. Comment cards, social media outreach, and printed materials amplified participation, resulting in over 145,000 points of contact and working to ensure broad community input.

Table 6.1: Points of Contact

Outreach Method	Points of Contact
Facility Signage	78,840*
Social Media	36,000
E-mail Marketing	21,000
Pop-up Engagements	4,380
Activity Guide	3,000
Social Pinpoint Visits	933
Statistically Valid Survey	455
Community Survey (non-validated)	740
City Website Visits	107
Stakeholder Interview Attendees	35
TOTAL	**145,490**







Community Feedback Findings

Feedback consistently highlighted priorities across facilities, programs, accessibility, maintenance, equity, and community identity.

6.2.1 FACILITIES AND AMENITIES

Residents seek improvements in water recreation, requesting more splash pads, shaded seating, and affordable, inclusive water play options. There is strong interest in updated and diverse playgrounds, including shade structures, adaptive features, and spaces for older children. Sports facility upgrades are also a priority, with requests for more basketball, pickleball, and tennis courts, outdoor fitness equipment, and soccer fields. Connectivity through expanded trails, safe crossings, and nature-based amenities remains a key focus. Users out of the service area call for more flexible pool access, and improved online facility information.

6.2.2 MAINTENANCE, SAFETY, AND INFRASTRUCTURE

Maintenance and safety are critical concerns. Residents request more frequent restroom cleaning, playground repairs, and seasonal maintenance. There are also concerns about aging facilities. Safety suggestions include increased signage and indications of security in parking lots and teen gathering spaces, improved lighting, and addressing vandalism and user conflicts.

6.2.3 PROGRAMS, EVENTS, AND COMMUNITY LIFE

Program priorities include more youth sports, expanded senior activities, arts and educational offerings, and teen-focused and inclusive programs. There is strong support for additional special events, such as concerts and festivals, with improved amenities and communications. Residents value parks for fostering community pride, cultural connection, and inclusive environments.

Statistically Valid Survey Findings

In spring 2025, the City of Blue Springs conducted a statistically valid parks and recreation needs assessment survey to inform the Parks, Recreation, and Open Space Master Plan and future investment decisions. The survey was administered to a random sample of City households using a mixedmode approach that included mailed surveys and an online response option, with safeguards to ensure participation was limited to City residents and aligned with the original sample. A total of 455 completed surveys were received, exceeding the response target and providing results with a margin of error of ±4.6 percent at the 95 percent confidence level. The findings establish a reliable foundation for identifying community priorities and informing plan recommendations.

6.3.1 HIGH-LEVEL SURVEY FINDINGS

High utilization and quality perceptions: Ninety percent of households reported visiting a City park, facility, or program in the past year, with ninety one percent rating overall park and recreation quality as excellent or good. Both scores are significantly higher than the national average

Figure 6.1: Park Visitation in the Last Year

Q2. Have you or any member of your household visited any parks or recreation facilities offered by the City of Blue Springs in the last year?

by percentage of respondents (excluding "not provided")

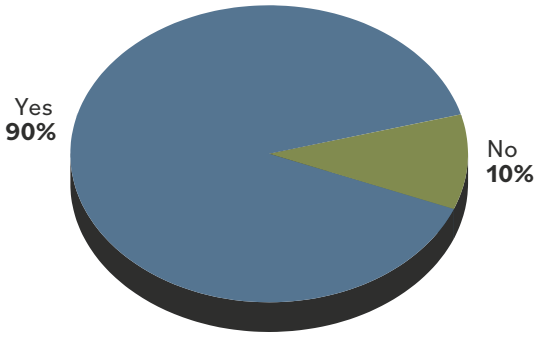


Figure 6.2: Park Visitation National Comparison

Have you or any members of your household visited any parks or recreation facilities or amenities in your community during the past year?

by % of respondents

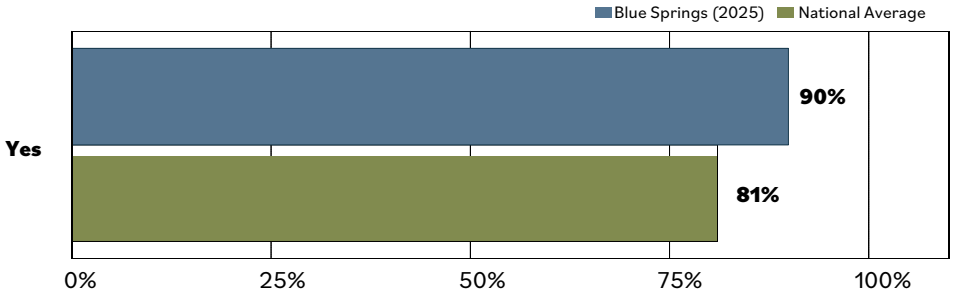


Figure 6.3: Park Quality Survey

Q2a. How would you rate the overall quality of the parks or recreation facilities offered by the City of Blue Springs that you and the members of your household have visited?

by percentage of respondents who answered “yes” to Q2 (excluding "not provided")

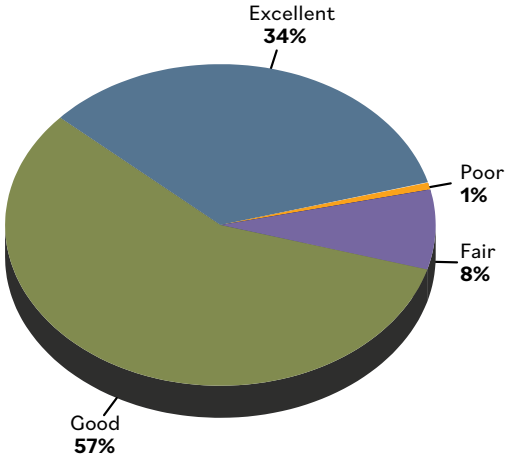
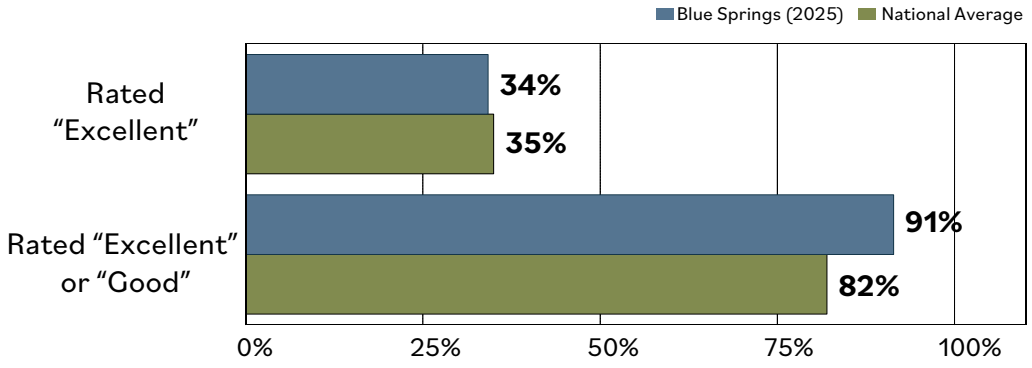


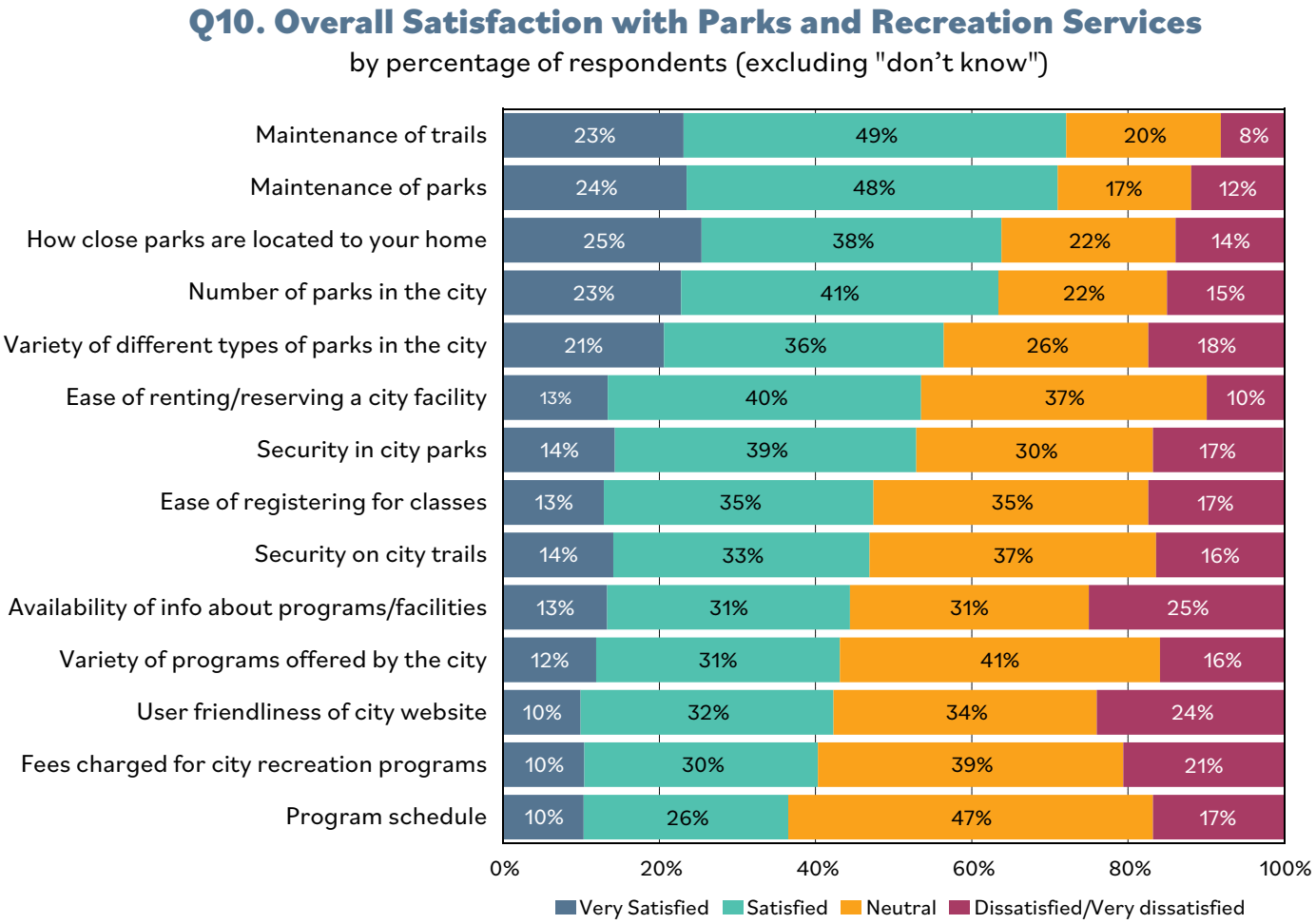
Figure 6.4: Park Quality Survey and National Comparison



Primary barriers are time and relevance, not access: Among non-users, the most common barriers were lack of interest in available offerings, being too busy, inconvenient program times, and fees.

Strong satisfaction with core services: Residents expressed the highest satisfaction with trail maintenance, park maintenance, and proximity of parks to home.

Figure 6.5: Parks Satisfaction Survey Table/Figure X: Title



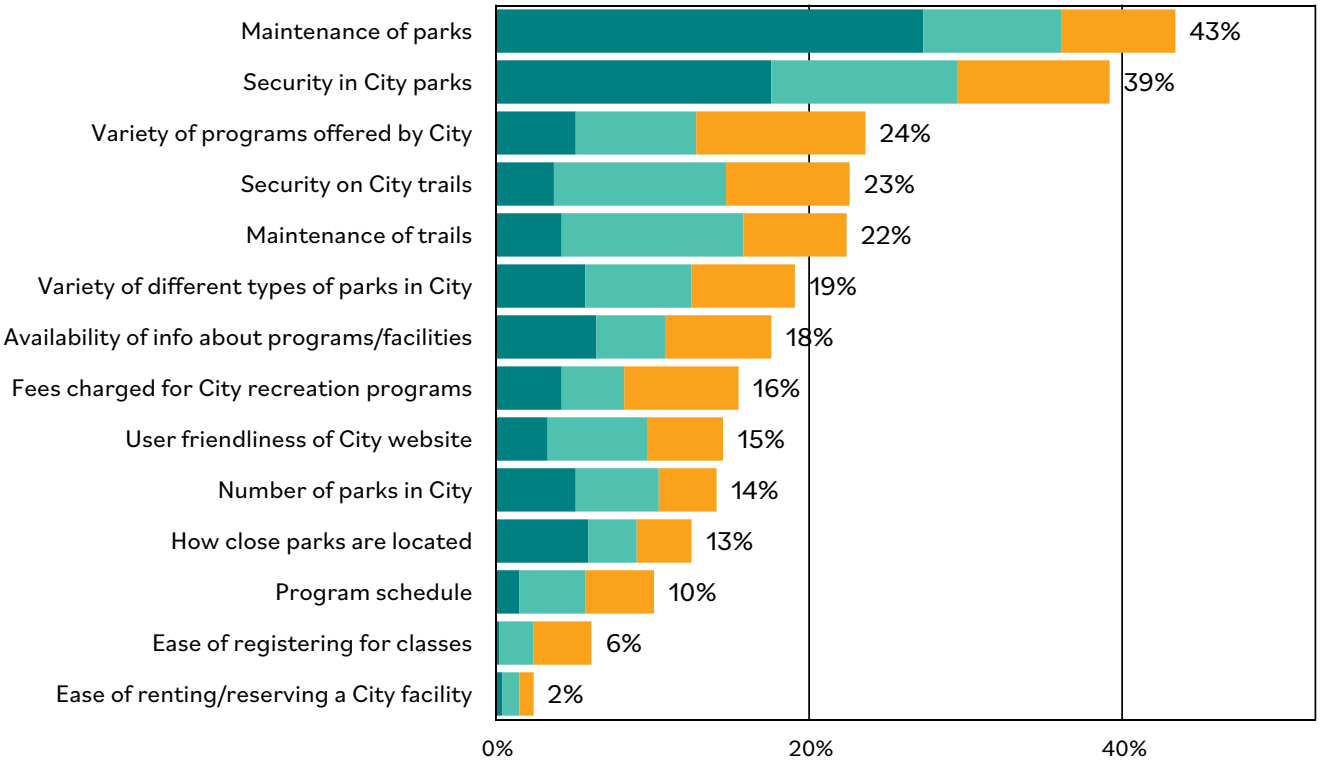


Maintenance and safety matter most: The services most important to households were park maintenance, safety in city parks, program variety, and trail safety.

Figure 6.6: Community Priorities Survey

Q11. Which FOUR of the benefits from the list in Question 6 are MOST IMPORTANT to you and members of your household?

by percentage of respondents who selected the items as one of their top three choices

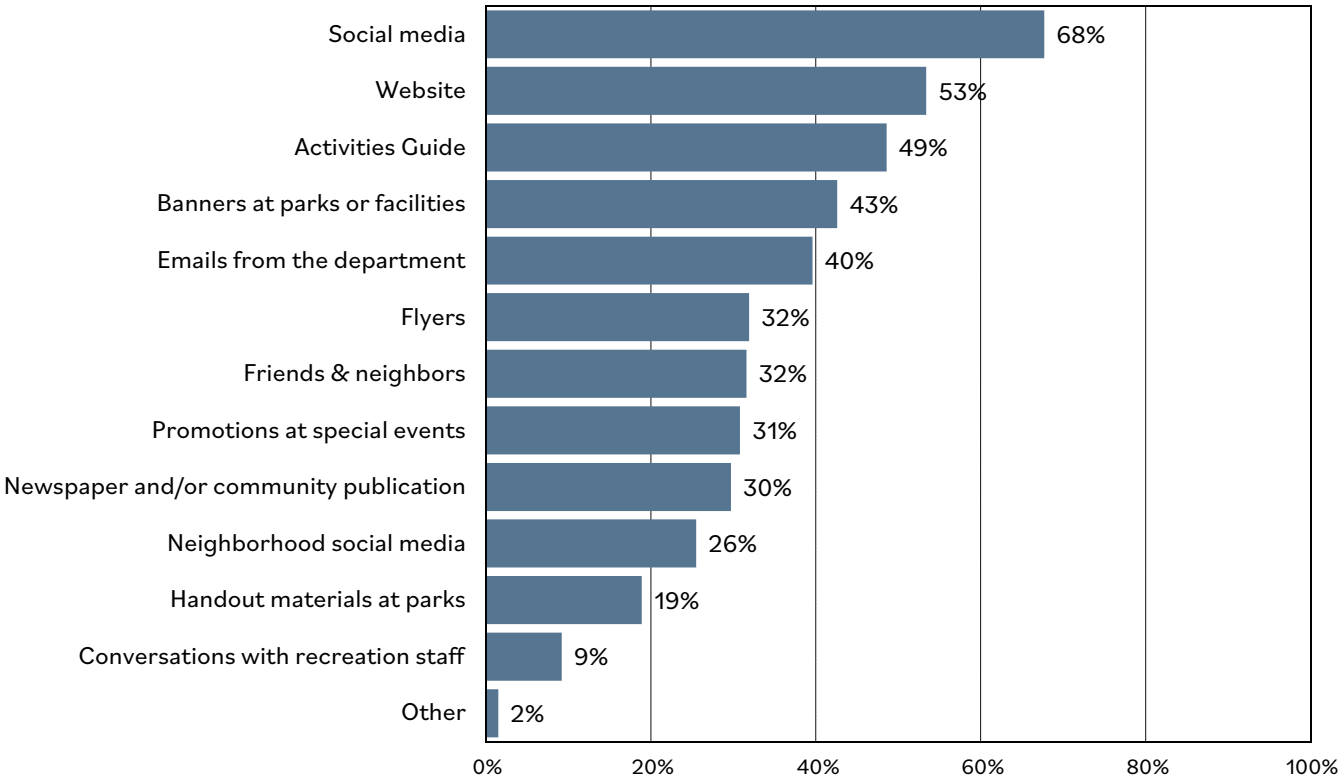


Digital channels dominate communications: Social media, the City website, and the activities guide are both the most used and most preferred ways residents learn about programs and events.

Figure 6.7: Current Communication Methods

Q15. From the following list, please CHECK ALL the ways you currently learn or would like to learn about the Parks and Recreation Department programs, activities, and events.

by percentage of respondents who indicated need



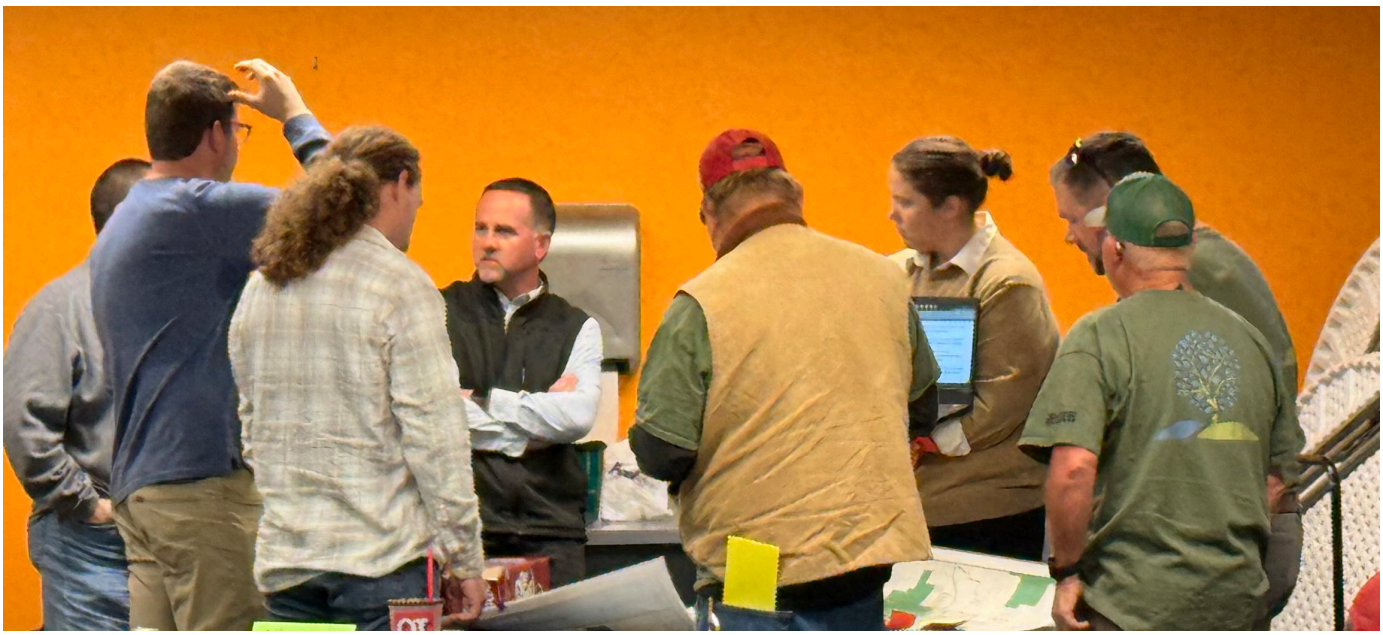
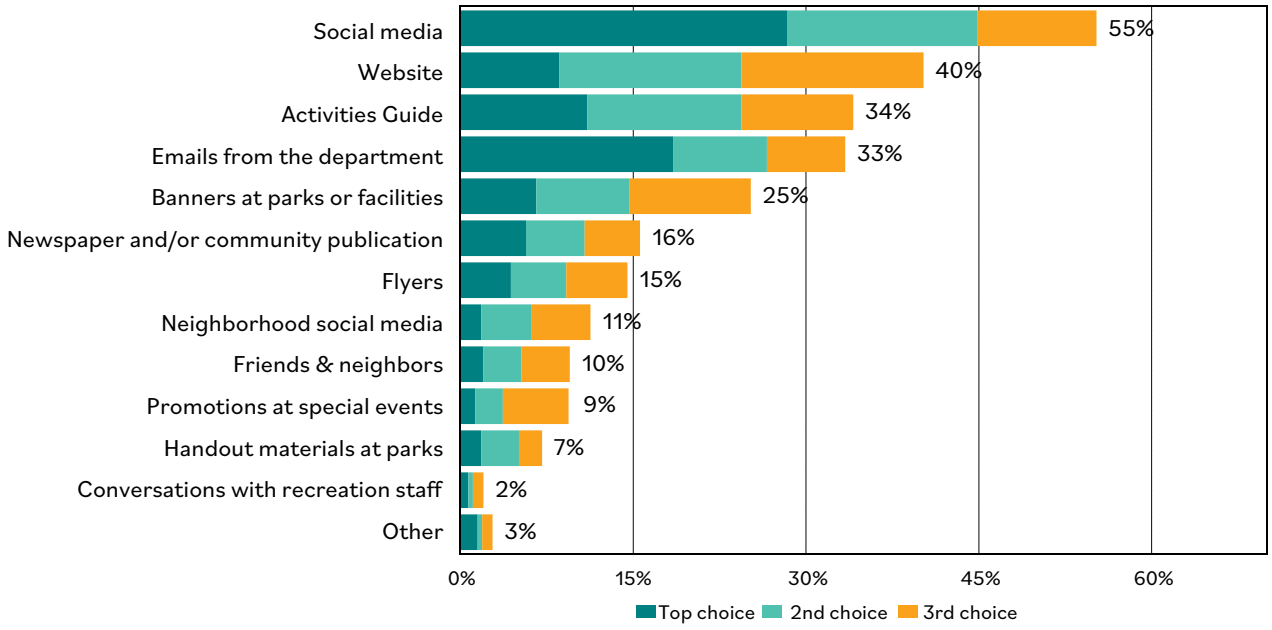


Figure 6.8: Communication Preferences

Q16. Which THREE methods of communication would you MOST PREFER the City use to communicate with you about recreation programs and activities?

by percentage of respondents who selected the items as one of their top three choices



Broad support for reinvestment: Respondents strongly support improving park infrastructure, expanding the trail system, and upgrading restrooms, with park infrastructure improvements identified as the top priority.

Figure 6.9: Improvement Priorities

Q14. Which THREE improvements from the list in Question 13 are MOST IMPORTANT to your household?

by percentage of respondents who selected the items as one of their top three choices

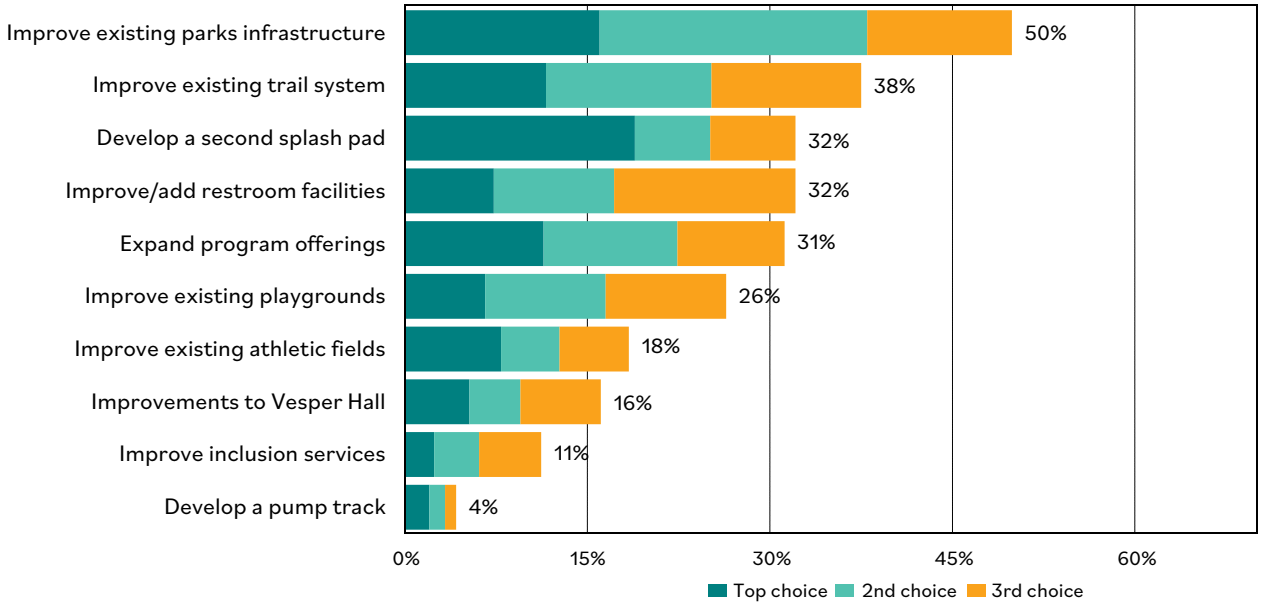
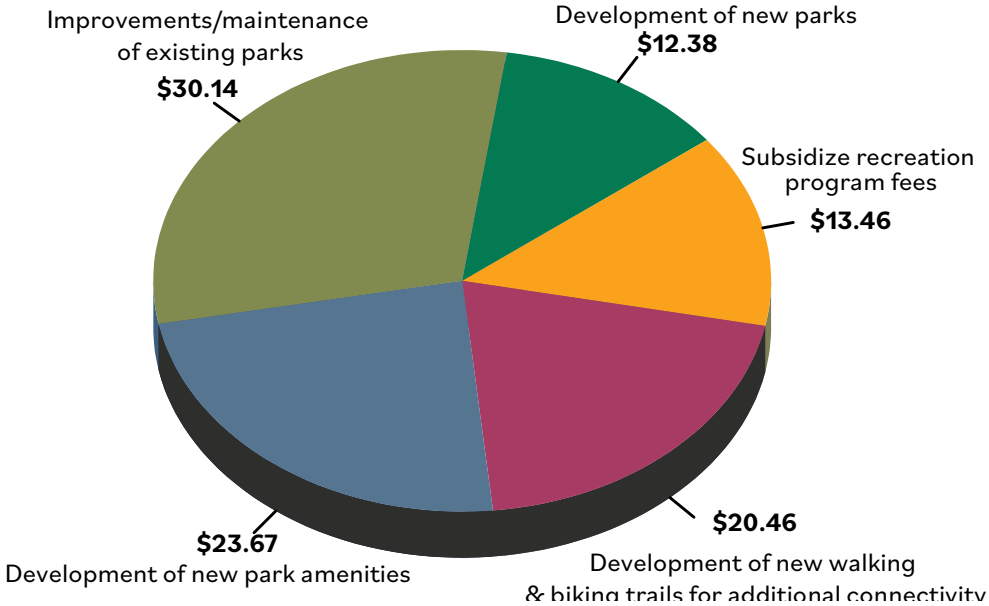


Figure 6.10: Budget Priorities

Q18. If you had a budget of $100 for services provided by the Parks and Recreation Department, how would you allocate the funds among these categories?

by percentage of respondents (excluding "not provided")

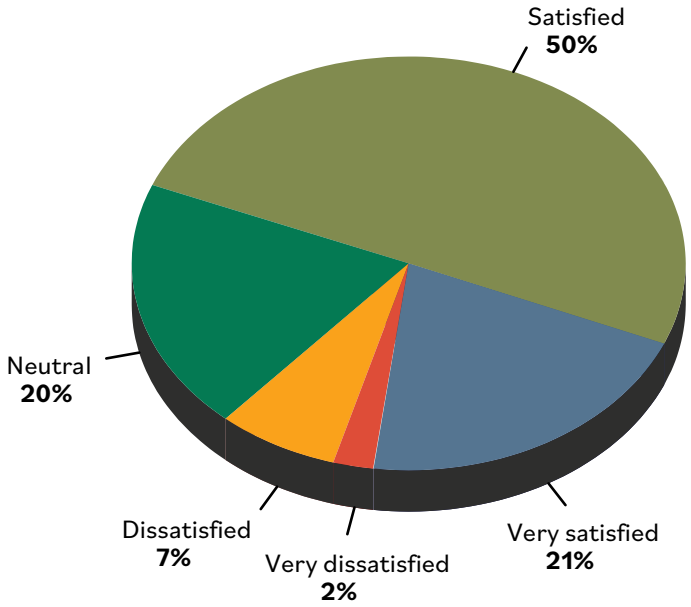


Overall value is viewed positively: Seventy-one percent of respondents rated the overall value of City parks, facilities, programs, and services as satisfied or very satisfied.

Figure 6.11: Satisfaction Rating

Q19. Please rate your level of satisfaction with the overall value that your household receives from parks, facilities, programs, and services.

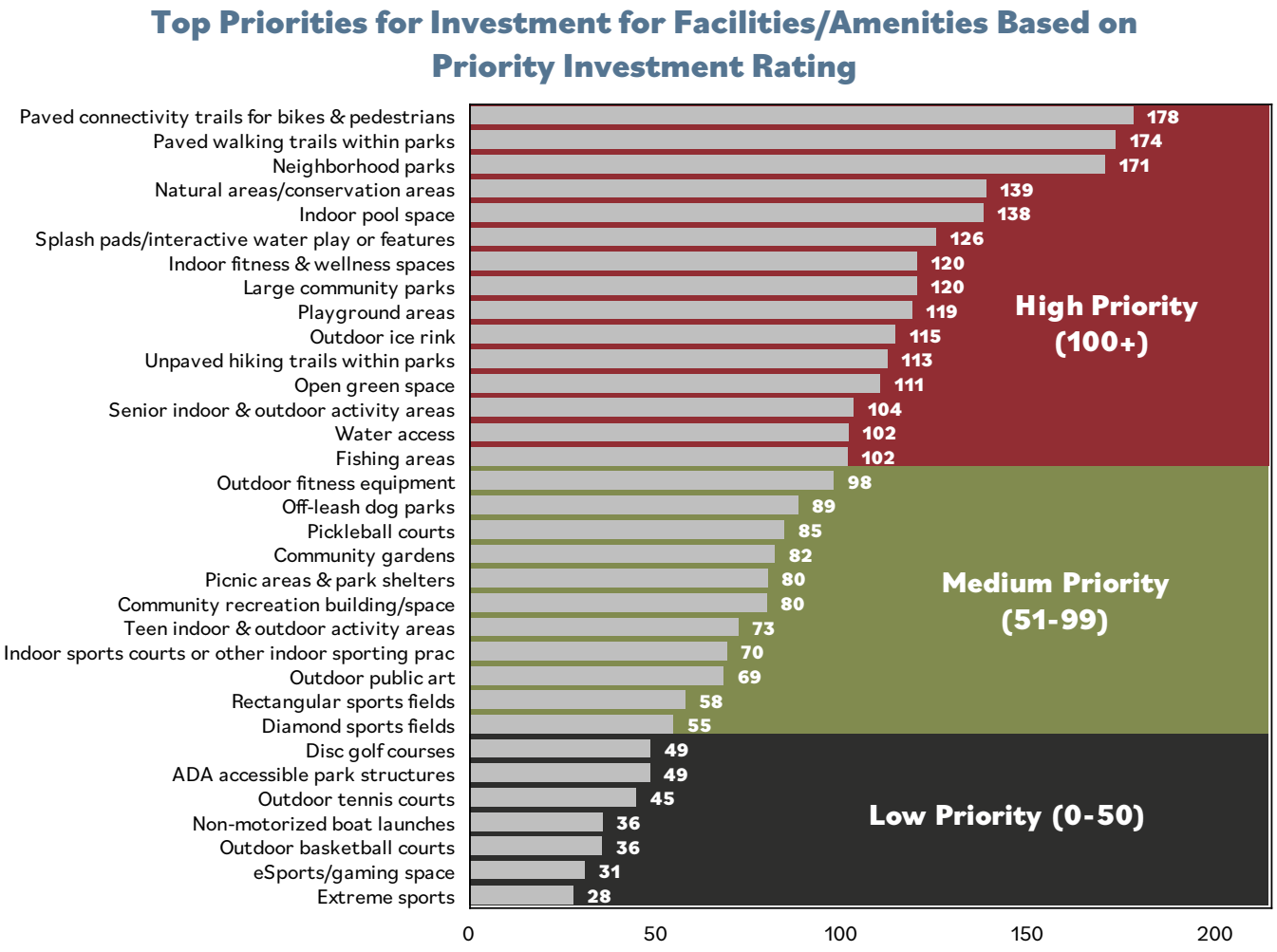
by percentage of respondents (excluding "don't know")



6.3.2 FACILITY AND AMENITY PRIORITIES

Top priorities identified by survey respondents are paved trails and connectivity, neighborhood parks, natural areas, indoor aquatics, splash pads, and outdoor fitness. Preferences were consistent across survey types, with minor differences for ice rinks and arts spaces.

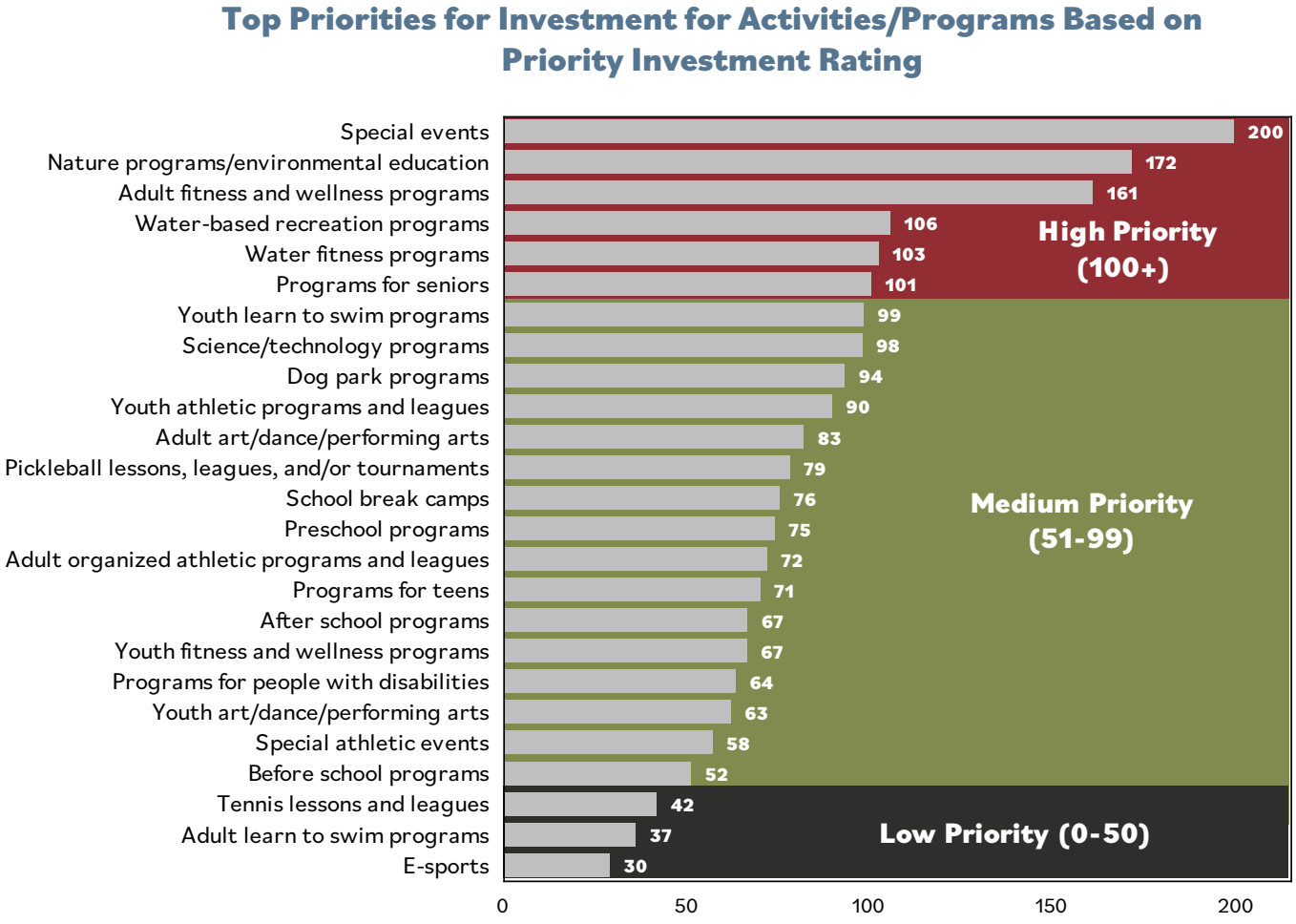
Figure 6.142: Top Priorities for Investment for Facilities/Amenities Based on Priority Investment Ratings



6.3.3 PROGRAM PRIORITIES

Residents prioritize special events, nature-based education, adult fitness, water recreation, youth swim programs, and senior programming. There is also interest in youth development, enrichment, and family activities.

Figure 6.13: Top Priorities for Investment for Programs Based on Priority Investment Rating



Key Findings

Key findings were identified by evaluating multiple quantitative and qualitative inputs, including in-person and digital public input, staff perspectives, consultant observations and analysis, focus groups, the statistically valid survey, the broader non-validated survey input, and online survey activities. These inputs were weighted and scored, with consistent priorities across multiple inputs rising to the top.

HIGH-PRIORITY NEEDS

Community consensus emphasizes the need for more trails and connectivity, additional parkland in underserved areas, splash pads, shade structures, updated restrooms, increased maintenance and safety, inclusive programming, and expanded courts and event offerings.



MEDIUM-PRIORITY NEEDS

Medium-priority items include outdoor fitness amenities, fishing access, expanded water recreation, natural areas, teen spaces, and accessibility improvements.



LOWER PRIORITY NEEDS

Lower priorities include program affordability and scholarships, indoor pool expansion, amphitheater development, community gardens, and shaded gathering areas.



Figure 6.14: Key Findings Matrix

Data Sources	Qualitative Data					Quantitative Data		
Key Findings - Rating Scale a - priority b opportunity to improve c - minor or future issue **blank** means the issue didn't come up or wasn't addressed	Staff Input	Consultant Team/Trends	Public Feedback	Focus Groups/Interviews	Recreation Assessment	Validated Survey	Non-Validated Survey	Project Website (budget)
Park Amenities								
Paved connectivity trails for bikes/pedestrians	a	a	a	a		a	a	a
Paved walking trails within the parks	a	a	a	a		a	a	a
More parks (neighborhood and community parks)	a	a	b			a	a	a
Natural areas/conservation areas/open space	b		b			a	a	
Indoor pool space			a			a	a	
Splash pads/interactive water play or features		b	a			a	a	b
Indoor fitness & wellness spaces						a	a	
Playground areas		b				a	a	b
Outdoor ice rink	b		c			a	b	b
Unpaved hiking trails within parks						a	a	
Water access			b			a	b	a
Fishing areas	a	b	b			a	b	
More shaded areas (parks, playgrounds, splash pads)		a	a					
More pickleball courts	b	a	a	a		b	b	b
Amphitheater	b		b	b				b
More assets in southern Blue Springs	a	a	b	b				
Senior indoor/outdoor activity spaces	a		a	a		a	b	b
Increase park maintenance/improve aging facilities	a	a	a	a				a
Increase maintenance and update park bathrooms	a	b	a	a				a
Outdoor fitness opportunities	a		b		a	a	b	
Teen indoor and outdoor spaces	a		b			b	a	
Improve accessibility	a	a	b			b	c	
Dog parks		b	c			b	b	
Community gardens						b	b	
Public Art						b	b	
Recreation/Program Needs								
Special events	a	a	a		a	a	a	
Nature programs/environmental education			b			a	a	
Adult fitness and wellness programs			b			a	a	
Water-based recreation programs	c		b		b	a	a	
Senior programs			a	b	b	a	b	
More opportunities for low-income families/individuals	a		b		a			b
More support for Vesper Hall (marketing, low-cost activities)	b		a	a				
Youth athletic programs and leagues			b	b		b	b	
Additional programming for toddlers/child care			b		b	b	b	
Inclusive and adaptive programming	a	a	b	b	a			
Operational Needs								
Expand pool hours at CRCC			a					
Bathrooms open year round			a					
Improved marketing	a	a	b	a	a			
Additional funding (or align expectations with available resources)	a	b						
Additional storage	a	a						
Updated technology	a							
Tourism focus/regional draw				a				
Improved safety in parks	a	b	b	a				

Figure 6.15: Priority of Needs

FACILITY & PROGRAM NEEDS

HIGH PRIORITY	MEDIUM PRIORITY	LOW PRIORITY
More trails, better connectivity	Outdoor fitness	Low-income opportunities
Special events	Fishing areas	Water access
Additional park and open space	Improved accessibility	Indoor pool space
Pickleball courts	Water-based recreation	Nature programs
Senior programs and activity spaces / Vesper Hall	Additional assets in South	Amphitheater
Increased park maintenance	More natural areas	Adult fitness programs
Updated park bathrooms	More playground areas	Toddler/childcare programs
Additional splash pads	Outdoor ice rink	Dog parks
Inclusive programming	Teen spaces	More shaded areas

OPERATIONAL NEEDS

HIGH PRIORITY	MEDIUM PRIORITY	LOW PRIORITY
Improved marketing	Additional storage	Expanded pool hours
Improved safety in parks	Updated technology	Extended bathroom hours and year-round access
	Additional funding and alignment of expectations with available resources	Tourism focus (encourage visitation from outside the city)

Summary

The findings reflect a community that highly values parks and recreation for quality of life. Residents desire greater access to nature, year-round recreation, inclusive play, modern amenities, expanded senior programs, and improved connectivity. These insights will guide strategic planning, future capital investments, and program development in Blue Springs.



7 STRATEGIC PRIORITIES







The strategic priorities for the Parks, Recreation, and Open Space Master Plan build upon the vision, values, and organizational direction outlined in the City of Blue Springs' Strategic Plan. These priorities reflect broad community aspirations and establish a framework for elevating quality of life, strengthening community identity, improving access and inclusivity, and working to ensure public spaces and services evolve sustainably.

Together, these priorities position the parks and recreation system to support a thriving, connected, and future ready community where every resident can enjoy enriching experiences, high-quality facilities, and a sense of belonging.

Strategic Priorities and Actions

The master plan identifies six strategic priorities that guide the long-term direction of Blue Springs Parks & Recreation. These priorities translate community expectations, operational realities, and organizational values into a clear framework for decision-making over the next decade. Together, they position the department to enhance daily experiences, improve equity, and sustain a high performing system as the City continues to grow.

High Quality of Life

GOAL

Foster a vibrant and inclusive community where all residents enjoy enriching experiences, equitable opportunities, and a high quality of life.

OBJECTIVES

- Elevate community events by enhancing the quality and broadening the appeal of existing offerings.
- Enrich recreational opportunities by introducing nature-based and arts programs for all ages.
- Reimagine senior programming and facilities.
- Expand access to recreational opportunities.
- Align improvements with community needs, multigenerational use, and flexible programming.

STRATEGIC ACTIONS

- Bolster special events and programming through increased sponsorships and collaborative partnerships.
- Expand nature-based programming through partnerships or direct service provision.
- Introduce arts programming through partnerships or direct service provision.
- Refresh Vesper Hall's identity and promote senior programming more effectively to reach a larger audience.
- Develop a long-term capital improvement plan that guides facility upgrades, expansions, and new construction to adapt to community needs and support multigenerational use and flexible programming.

CITY STRATEGIC PLAN PRIORITY ALIGNMENT

Balanced Growth, Community Identity, Infrastructure, Community Safety and Wellbeing

Accessibility

GOAL

Ensure every resident can participate in community life by advancing affordability, inclusivity, and access across programs, facilities, and experiences.

OBJECTIVES

- Advance affordability and access for all residents.
- Demonstrate a commitment to accessible programming and inclusive opportunities.
- Ensure universal access by meeting ADA standards during renovations and maintaining facility accessibility.
- Enhance navigation and connectivity within parks and between destinations.
- Prioritize investment and programming in underserved areas of the City.

STRATEGIC ACTIONS

- Develop a scholarship program or pricing strategy to increase access for lower-income residents.
- Cultivate partnerships and sponsorships that support diverse programming.
- Develop an ADA Implementation Plan.
- Identify an accessibility and Americans with Disabilities Act (ADA) advocate (internal or external).
- Develop/update trail plan to improve connectivity within the city and with regional trail networks.
- Improve signage and wayfinding for parks.
- Increase access to park and recreation amenities through the development of Southwest Park and updates to Central Park.

CITY STRATEGIC PLAN PRIORITY ALIGNMENT

Downtown Revitalization, Balanced Growth, Infrastructure, Community Safety and Wellbeing

Community Identity

GOAL

Strengthen community identity by fostering local pride, celebrating achievements, and creating distinctive experiences that unite residents and enhance the City's reputation.

OBJECTIVES

- Distinguish the community's character through innovative facility and playground designs.
- Align facility use and special events with resident interests to strengthen community bonds.
- Celebrate local pride by hosting signature events that encourage ongoing participation.
- Support City efforts to nurture and promote the City's historic downtown.
- Identify storytelling opportunities to improve City reputation and perception.

CITY STRATEGIC PRIORITY ALIGNMENT

Downtown Revitalization, Balanced Growth, Community Identity, Infrastructure

Increased Awareness

GOAL

Increase community engagement and program participation by delivering clear, consistent, and innovative communications that build awareness, strengthen connections, and enhance the city's brand presence.

OBJECTIVES

- Promote programs and services by implementing clear, multi-channel communication strategies across print and digital platforms.
- Strengthen senior engagement to grow and diversify outreach and participation.
- Increase social media followers, facility memberships, and program participants Strengthen

STRATEGIC ACTIONS

- Engage the public with innovative marketing strategies and a master calendar of events.
- Strengthen senior engagement through streamlined communications and cross-promotion of senior offerings.
- Launch a targeted outreach initiative to welcome new residents and patrons, introducing them to available programs and services.
- Increase strategic, targeted advertising to reach new patrons and drive revenue growth.
- Strengthen program visibility and participation through coordinated cross-promotion of aquatics and land-based offerings.
- Ensure consistent messaging and brand recognition by creating a comprehensive marketing plan, developing a brand guide, and allocating funding for marketing efforts.

CITY STRATEGIC PRIORITY ALIGNMENT

Community Identity, Community Safety and Wellbeing, Organizational Health

Balanced Growth

GOAL

Promote sustainable and equitable growth by revitalizing community spaces, optimizing use of facilities, and ensuring access to diverse recreational opportunities for all residents.

OBJECTIVES

- Ensure sustainable development by evaluating existing facilities before expanding or building new ones.
- Revitalize community spaces by replacing or renovating aging parks, amenities, and recreation facilities.
- Balance the needs of existing and new uses by aligning facility and program development with demographic trends, usage data, and equity needs.
- Maximize facility lifespan.

STRATEGIC ACTIONS

- Continue plans for new park construction and enhancements to support community growth, particularly in the south.
- Ensure equitable access to water play by evaluating and optimizing the distribution of splash pads throughout the city.
- Convert underutilized tennis courts to pickleball courts and add new facilities as needed to meet community demand and residential growth.
- Support facility longevity by developing formal maintenance plans for all parks and recreation assets.

CITY STRATEGIC PRIORITY ALIGNMENT

Balanced Growth, Community Identity, Infrastructure

Organizational Health

GOAL

Advance organizational excellence to ensure delivery of high-quality services and positive outcomes for both staff and the community.

OBJECTIVES

- Streamline departmental operations.
- Foster a collaborative culture by nurturing strong relationships within and between teams.
- Cultivate employee engagement and retention.
- Improve operational efficiency and service delivery.
- Demonstrate commitment to excellence and continuous improvement.
- Plan for strategic and sustainable staffing growth in alignment with expanding facilities and service demands.

STRATEGIC ACTIONS

- Review and refine onboarding and customer service processes.
- Expand staff recognition initiatives and enhance internal communication across divisions.
- Leverage artificial intelligence, robotics, and other emerging technologies to improve operational efficiency and service delivery.
- Enhance park upkeep and efficiency by investing in autonomous equipment and maintenance resources.
- Pursue Commission for Accreditation of Park and Recreation Agencies (CAPRA) accreditation to align department with best practices and validate to the community the high level of service provided.
- Develop a staffing plan aligned with service expansion and growth.

CITY STRATEGIC PRIORITY ALIGNMENT

Organizational Health

7.2 Capital Development Plan

The capital development plan translates the strategic priorities of this master plan into a coordinated, long-term investment framework. Capital development supports both immediate needs, such as replacing aging assets and addressing safety concerns, and future needs tied to growth, equitable access, and system expansion.

GUIDING PRINCIPLES

CAPITAL INVESTMENTS WILL BE GUIDED BY THE FOLLOWING PRINCIPLES:

- **EQUITY:** Directing resources to underserved areas and working to ensure all residents have access to high-quality parks and facilitiesquality parks and facilities
- **STEWARDSHIP:** Preserving and improving existing assets to maximize their lifespan and functionality
- **FLEXIBILITY:** Designing adaptable spaces that can evolve with changing recreational trends and demographics
- **SUSTAINABILITY:** Prioritizing projects that enhance environmental resilience, operational efficiency, and long-term viabilityterm viability
- **IMPACT:** Focusing on investments that deliver the greatest benefit for community health, connectivity, and quality of life

7.2.2 CAPITAL PRIORITIES BY STRATEGIC AREA

High Quality of Life

- Modernize Vesper Hall, including interior and exterior upgrades that improve senior engagement
- Enhance special event infrastructure such as temporary power access, stages, flexible hardscape, and shade structures
- Invest in diversified program spaces that support arts, culture, nature-based programming, and youth enrichmentbased programming, and youth enrichment

Accessibility

- Implement ADA accessibility enhancements across the park system
- Develop the Southwest Park to expand access and address significant service gaps
- Renovate Central Park to improve visibility, usability, and equity of access
- Construct trail extensions and new pedestrian links to improve connectivity between neighborhoods, parks, and regional networks

Community Identity

- Design and construct unique, signature playgrounds and park features that reflect Blue Springs' character
- Support downtown revitalization through landscape improvements, enhanced civic spaces, and collaborative placemaking elements
- Add community oriented amenities such as public art, lighting displays, and event-ready infrastructure

Balanced Growth

- Develop new parks and recreation amenities in areas experiencing population growth, particularly in the southern and western portions of the City.
- Convert underperforming courts into pickleball facilities and add courts where needed to match demand
- Renovate aging parks and replace end-of-life amenities based on LOQ assessments and life cycle analyses

Organizational Health

- Upgrade maintenance facilities, equipment, and technologies to improve efficiency
- Invest in facility systems—such as HVAC, lighting, and energy efficient infrastructure—to reduce long-term operational costs
- Strengthen internal workspaces and administrative areas to support staff well-being, collaboration, and productivity

Implementation

After finalization of this master plan, an implementation workshop will be held to create an 18-month implementation roadmap, developed with staff input, followed by staged investments aligned with budget cycles, community priorities, and organizational capacity. This plan and implementation roadmap will inform future updates to the Capital Development Plan.

PLAYNATURALLY
BLUE SPRINGS
PARKS & RECREATION

PARKS, RECREATION, AND OPEN SPACE

MASTER PLAN

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