BLUE SPRINGS
MISSOURI

CITY COUNCIL MEETING
Monday, August 17, 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

Pledge of Allegiance

1. Call meeting to order
2. Confirmation of a Quorum
3. Consent Agenda

   All matters under Item 3, Consent Agenda, are considered to be routine by the City Council and will be enacted by one motion of the Council with no separate discussion. If separate discussion is desired, that item may be removed from the

Consent Agenda and placed on the Regular Agenda by request of a member of the City Council.

a. Minutes of the August 3, 2026 City Council meeting and August 17, 2026 City Council Work Session

b. Resolution 058-2026 entering into a funding agreement with Cadence Commercial Real Estate the developer of land at the southeast corner of 7 Highway and Mason School Road for the Market at Chapman Farms

c. Resolution 059-2026 approving the purchase of utility meters and meter parts from Schulte Supply

d. Resolution 060-2026 approving a contract with C&C Group for access controls and security cameras for the Public Works Renovation and Expansion project

e. Resolution 061-2026 approving a contract with SFS Architecture for programming and concept development for an outdoor gathering space, golf course renovations, and demolition work of existing structures

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

5. Introduction and readings of Bill 5423 amending the 2025-26 Budget

6. Introduction and readings of Bill 5424 approving the Cooperative Agreement between Luxe Two LLC, the City of Blue Springs and the MajorLux II Community Improvement District

7. Introduction and readings of Bill 5425 approving a Use Tax ballot issue for the General Election on November 3, 2026

8. **Discussion** – Outdoor Storage Zoning Compliance

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

10. Councilmember Comments

11. Mayoral Comments

12. Executive Session – Discussion related to Litigation pursuant to Section 610.021 (1)

Upcoming Meetings

Economic Development Council – August 19, 8:15 AM
Planning Commission Meeting – August 24, 6:30 PM
Public Safety Citizen's Advisory Board Meeting – August 25, 6:00 PM
City Council Work Session – August 26, 4:00 PM
Park Commission Meeting – September 1, 6:00 PM
Labor Day – **City Offices Closed** – September 7
City Council Meeting – September 8, 6:00 PM
Public Art Commission Meeting – September 9, 4:00 PM
Planning Commission Meeting – September 14, 6:30 PM
Land Bank – September 21, 3:00 PM
City Council Meeting – September 21, 6:00 PM

This agenda was posted at City Hall and on the City's website on Friday, August 14, 2026.

Erin Ford, City Clerk

BLUE SPRINGS
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EXPLANATIONS

DATE: August 14, 2026

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

FROM: City Administrator Christine Cates

SUBJECT: Agenda Explanations

Item 3b – Funding Agreement with Cadence Commercial Real Estate for 7 Highway and Mason School Road

Adopt a Resolution to enter into a funding agreement for review of various incentives with Cadence Commercial Real Estate, LLC, the developer of land at the southeast corner of 7 Highway and Mason School Road. Refer to Council Information Form from City Administrator Christine Cates for additional information.

Item 3c – Purchase of Utility Meters and Parts

Adopt a Resolution approving the purchase of utility meters and meter parts in an amount up to $344,000.00 from Schulte Supply, Inc. Refer to Council Information Form from Assistant Director of Public Works Nate Lea for additional information.

Item 3d – Contract for Access Controls and Security Cameras for Public Works Renovations

Adopt a Resolution approving a contract in the amount of $209,670 with C&C Group, for access controls and security cameras for the Public Works Renovation and Expansion,

project CIP - BF-19. Refer to Council Information Form from Assistant City Administrator Dennis Dovel for additional information.

Item 3e – Contract for Concept Development for Outdoor Space, Golf Course Renovations and Demolition

Adopt a Resolution approving a contract in the amount of $216,583 with SFS Architecture, Inc. for programming and concept development for a civic gathering / entertainment space, golf course renovations and demolition work of existing structures. Refer to Council Information Form from Assistant City Administrator Dennis Dovel for additional information.

Item 5 – 2025-26 Budget Amendment

Passage of a Bill amending the 2025-26 annual budget increasing the previously adopted and amended budget of $115,986,869 by $21,678,236 to $137,675,105. Refer to Council Information Form from City Administrator Christine Cates for additional information.

Item 6 – MajorLux II Cooperative Agreement

Passage of a Bill approving the Cooperative Agreement between Luxe Two LLC, the City of Blue Springs and the MajorLux II Community Improvement District (CID) to implement the community improvement district. The Cooperative Agreement establishes the rights, duties and obligations of the Developer and the CID to provide reimbursement to the Developer for eligible reimbursable costs. Refer to Council Information Form from City Administrator Christine Cates for additional information.

Item 7 – Local Use Tax Ballot Issue

Passage of a Bill approving a ballot issue for the General Election on November 3, 2026 for a Local Use Tax to fund streets and other capital improvements. Refer to Council Information Form from City Administrator Christine Cates for additional information.

Item 8 – Discussion – Outdoor Storage Zoning Compliance

Discussion related to Outdoor Storage Zoning Compliance and Policy Direction. Refer to Council Information Form from Director of City Development Nic Hutchison for additional information.

BLUE SPRINGS
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MINUTES OF AUGUST 3, 2026 CITY COUNCIL MEETING

MEETING INFORMATION

A meeting of the City Council of the City of Blue Springs, Missouri, was held on Monday, August 3, 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

Brian Markworth

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.

DRAFT

CALL MEETING TO ORDER AND CONFIRMATION OF QUORUM

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

CONSENT AGENDA

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

- Minutes of the July 20, 2026 City Council Meeting
- **Resolution No. 054-2026** approving the disposition of Information Technology department records which have met the required retention period as prescribed by the Blue Springs Records Retention, Management, and Destruction Policy dated November 28, 2016, and in accordance with the Missouri Secretary of State's records retention guidelines.
- **Resolution No. 055-2026** designating Friday, September 18, through Sunday, September 20, as the dates for the 2026 Blue Springs Fall Fun Festival.

The Consent Agenda was approved with the following:

VOTE

Kaylor – Aye

Tholen – Aye

Ericson – Aye

Markworth – Aye

Rowan – Aye

Brummel – ABSENT

Mayor Lievsay – Aye

ITEM 3d – RESOLUTION 056-2026 – FALL FUN FEST MEMORANDUM OF UNDERSTANDING

Councilmember Kaylor requested Item 3d – Resolution 056-2026 approving a Memorandum of Understanding for license of Blue Springs Downtown Public Area for Fall Fun Festival be pulled from the Consent Agenda for separate discussion and vote.

Councilmember Tholen moved to approve Resolution 056-2026. Motion seconded by Councilmember Brummel and carried unanimously.

SHEDIGS IT VACATION WITHDRAWN

Mayor Lievsay advised the Council that Martin Arling on behalf of the Applicant, Chris Rimel, requested the consideration of the vacation of 0.69 +/- acres property generally located at 600 SE Central Dr. (VAC-06-26-9919) be withdrawn.

PUBLIC HEARING – FORD WAREHOUSE PLANNED DEVELOPMENT CONCEPT PLAN

Mayor Lievsay opened the Public Hearing at 6:05 p.m. to consider a Planned Development Concept for the Ford Parts Warehouse located at 3110 SW Eastbound US 40 Highway, to allow a building addition to the existing warehouse on the property (PDC-04-26-9865). The City Clerk entered one exhibit into the record.

STAFF REPORT

Planner Logan Day reviewed the details of the proposed Planned Development Concept Plan and addressed questions from the Council.

APPLICANT

The applicant, Powell Minnis, was available to address questions from Council.

The Mayor hearing no further comments for or against, closed the public hearing at 6:12 p.m.

INTRODUCTION AND FIRST READING OF BILL NUMBER 5420 - FORD WAREHOUSE PLANNED DEVELOPMENT CONCEPT PLAN

Councilmember Kaylor introduced Bill Number 5420 approving a Planned Development Concept for the Ford Parts Warehouse located at 3110 SW Eastbound US 40 Highway, to allow a building addition to the existing warehouse on the property (PDC-04-26-9865). City Clerk Erin Ford made the first reading of Bill No. 5420 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Tholen moved to approve Bill No. 5420 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Brummel and carried unanimously.

SECOND READING – BILL NUMBER 5420

Ms. Ford made the second reading of Bill Number 5420 by title. Councilmember Ericson moved to adopt Bill Number 5420 upon its second reading and give it ORDINANCE Number 5515, 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

PUBLIC HEARING – POINTE OF HOPE REZONING AND CONDITIONAL USE PERMIT

Mayor Lievsay opened the Public Hearing at 6:13 p.m. to consider a request to rezone Tract 3 of the property from General Business to Regional Commercial and to approve a Conditional Use Permit allowing the outdoor storage of recreational vehicles, boats, and trailers on the property located at 1211 NW 7 Highway (RZ-06-26-9922, CUP-06-26-9923). The City Clerk entered one exhibit into the record.

STAFF REPORT

Planner Logan Day reviewed the details of the proposed Rezoning and Conditional Use Permit and addressed questions from the Council.

APPLICANT

The applicant, Chuck Evans, was available to address questions from Council.

IN SUPPORT OF

Melinda Bowman and Rick Villers spoke in support.

IN OPPOSITION TO

Chris Henning spoke in opposition.

The Mayor hearing no further comments for or against, closed the public hearing at 6:47 p.m.

INTRODUCTION AND FIRST READING OF BILL NUMBER 5421 - POINTE OF HOPE REZONING

Councilmember Kaylor introduced Bill Number 5421 approving a rezoning of Tract 3 of the property located at 1211 NW 7 Highway from General Business to Regional Commercial (RZ-06-26-9922). City Clerk Erin Ford made the first reading of Bill No. 5421 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Tholen moved to approve Bill No. 5421 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Brummel.

MOTION TO CONTINUE

Councilmember Ericson moved to continue the Pointe of Hope Rezoning to the September 8, 2026 City Council meeting. Motion seconded by Councilmember Rowan and carried unanimously.

MOTION TO CONTINUE

Councilmember Kaylor moved to continue the Pointe of Hope Conditional Use Permit to the September 8, 2026 City Council meeting. Motion seconded by Councilmember Ericson and carried unanimously.

PUBLIC HEARING – COMMUNITY DEVELOPMENT BLOCK GRANT ADVISORY BOARD ANNUAL ACTION PLAN

Mayor Lievsay opened the Public Hearing at 6:57 p.m. to consider the 2026-2027 Community Development Block Grant Annual Action Plan. The City Clerk entered one exhibit into the record.

STAFF REPORT

Planner Shantele Frie reviewed the details of the proposed 2026-2027 Community Development Block Grant Annual Action Plan and addressed questions from the Council.

The Mayor hearing no further comments for or against, closed the public hearing at 7:02 p.m.

RESOLUTION

Councilmember Tholen moved to adopt Resolution No. 057-2026 approving the 2026-2027 Community Development Block Grant Annual Action Plan Motion seconded by Councilmember Brummel and carried unanimously.

COUNCILMEMBER COMMENTS

Councilmember Kaylor noted the street construction in Blue Springs and thanked people for their patience.

MAYORAL COMMENTS

- Council recently attended the Hope House Gala; the organization is a recipient of Community Development Block Grant Advisory funds.
- Election day is tomorrow, please vote.
- Parks and Recreation will host a "Movie in the Park" on August 7.

CLOSED SESSION

At 7:08 p.m., Councilmember Kaylor moved for the Council go into closed session pursuant to Section 610.021(3) and (13) Revised Statutes of Missouri, for the purpose of privileged communications between a governmental body or its representative and legal counsel relating to Personnel and that any minutes, documents and other records discussed or taken during the closed session remain closed, and that the special meeting of this body stand adjourned at the completion of such session. Motion seconded by Councilmember Tholen and carried with the following:

VOTE

Brummel – Aye

Ericson – Aye

Markworth – Aye

Rowan – Aye

Kaylor – Aye

Tholen – Aye

Mayor Lievsay – Aye

August 3, 2026

SIGNATURES:

CITY OF BLUE SPRINGS

_____

Chris Lievsay, Mayor

ATTEST

_____

Erin Ford, City Clerk

BLUE SPRINGS
MISSOURI

MINUTES OF AUGUST 13, 2026 CITY COUNCIL WORK SESSION

MEETING INFORMATION

A Work Session of the City Council of the City of Blue Springs, Missouri, was held on Thursday, August 13, 2026 at 6:00 p.m. in the 210 Administration Conference Room of City Hall, 903 West Main 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, Assistant to the City Administrator George Schmitz, Parks and Recreation Director Justin Stuart, Director of City Development Nicholas Hutchison, Police Chief Bob Muenz, Senior Director of Finance Karen Van Winkle, Assistant Director of Public Works Nate Lea, Financial Analysist Lori Turner, Senior Director of Human Resources Amy Willyard and City Clerk Erin Ford.

Additional City staff in attendance were Communications Manager Brian Spano, Assistant Director of Parks and Recreation Mary Herrington, Information Technology Director John Schwenk, Captain Joe Fanara, Captain Don Rapp, Deputy Police Chief Kyle

Flowers, GIS Coordinator Tim Kahmann, Assistant Director of Finance Melissa Braun, and Business Services Coordinator Josh Braman.

CALL MEETING TO ORDER AND CONFIRMATION OF QUORUM

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

FISCAL YEAR 2026-27 ANNUAL BUDGET

City Administrator Christine Cates and staff presented information and addressed questions from Council regarding the upcoming 2026-27 Annual Budget.

A copy of the presentation was not previously included in the Agenda packet and is attached to these Minutes hereto.

USE TAX

Mayor Lievsay led a discussion about a potential Use Tax at the November 3, 2026 General Election and draft ballot language was discussed.

A copy of the presentation was not previously included in the Agenda packet and is attached to these Minutes hereto.

ADJOURN

At 7:15 p.m., there was no further business to come before the Council, Mayor Lievsay declared the Work Session Adjourned.

SIGNATURES:

CITY OF BLUE SPRINGS

_____

Chris Lievsay, Mayor

ATTEST

_____

Erin Ford, City Clerk

Council Meeting Date: August 17, 2026

Agenda Item #: 3b

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: July 23, 2026

ITEM TYPE: Resolution

SUBMITTED BY: Christine Cates

CONTRACT NUMBER:

DEPARTMENT: Administration

STRATEGIC PLAN PRIORITY: Balanced Growth

ITEM DESCRIPTION

Adopt a Resolution to enter into a funding agreement for review of various incentives with Cadence Commercial Real Estate, LLC, the developer of land at the southeast corner of 7 Highway and Mason School Road.

BACKGROUND

Cadence Commercial Real Estate, LLC ("Developer") proposes the development of property at the southeast corner of 7 Highway and Mason School Road and requests the City to consider the use of incentives to make the development economically feasible. The proposed funding agreement is for the "Market at Chapman Farms" project, a development that would potentially include a grocery anchor tenant, commercial pad sites, as well as a residential component.

The funding agreement establishes a source of funds to reimburse the City for costs

associated with staff time, legal counsel, consultants, and other direct expenses resulting from the City's review and analysis of the request. Approval of the funding agreement does not obligate the City to support or approve any incentive related to the project. Approval of any incentive(s) will require additional Council action.

FINANCIAL IMPACT

INFORMATION	DETAIL
Contractor:	Cadence Commercial Real Estate, LLC
Amount of Request/ Contract:	N/A
Amount Budgeted:	N/A
Budget Year:	FY 2025-26
Funding Source/Account #:	N/A
Account Balance:	N/A
Revenue to be Received:	$20,000 (Funding Agreement Deposit)
Revenue Account No.	100-00000-480600 (Funding Agreement Reimbursement) will need a project # assigned

PROJECT TIMELINE

INFORMATION	DETAIL
Estimated Start Date	August 17, 2026
Estimated End Date	August 17, 2027
Years and Months Contract in effect	1 Year
Number of times renewable	None

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with Funding Agreement attached as Exhibit A.

REVIEWED BY

Requesting Director: Christine Cates

Legal: Sarah Granath, Gilmore & Bell

Administration: George Schmitz

City Administrator: Christine Cates

Budget: Lori Turner

SUPPORTING DOCUMENTS

Document	**Required**	**If not required, explain**
Certificate of Insurance:	N/A	
E-Verify:	Yes	
Bond:	N/A	
IRS Form W-9	Yes	Finance Review: July 27, 2026
Bid/RFP/RFQ and Tabulation	N/A	
Bid Waiver: (less than three bids)	N/A	
Contractor address and email:	Yes	Cadence Commercial Real Estate, LLC 7939 Floyd Street, Suite 200 Overland Park, Kansas 66204 Attention: Trip Ross and Adam Lyngar

Project Exemption Certificate needed:	N/A	

RESOLUTION 58-2026

A RESOLUTION APPROVING A FUNDING AGREEMENT WITH CADENCE COMMERCIAL REAL ESTATE, LLC FOR VARIOUS INCENTIVES FOR THE DEVELOPMENT OF THE MARKET AT CHAPMAN FARMS PROJECT

WHEREAS, Cadence Commercial Real Estate, LLC (the "Developer") proposes to develop property located near the southeast intersection of 7 Highway and Mason School Road in the City of Blue Springs (the "City"); and

WHEREAS, the City and the Developer deem it to be in the best interest of the City and the Developer to approve a Funding Agreement that sets forth the terms and conditions for funding various expenses the City Council and City staff may incur as a result of their review and analysis of various incentives that may be proposed by the Developer.

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 Funding Agreement with Cadence Commercial Real Estate, LLC for the proposed development of the Market at Chapman Farms Project. A copy of the proposed Funding Agreement is attached hereto as Exhibit "A" and is incorporated herein.

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

Section 3. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the

City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 17th day of August 2026.

CITY OF BLUE SPRINGS

_____

Chris Lievsay, Mayor

ATTEST:

_____

Erin Ford, City Clerk

Exhibit A

BLUE SPRINGS
MISSOURI

FUNDING AGREEMENT
FOR THE MARKET AT CHAPMAN FARMS PROJECT

This **FUNDING AGREEMENT** for the **MARKET AT CHAPMAN FARMS PROJECT** (the "**Funding Agreement**") is entered into this _____ day of _____, 2026, between the **CITY OF BLUE SPRINGS, MISSOURI** (the "**City**") and **CADENCE COMMERCIAL REAL ESTATE, LLC**, a Kansas limited liability company (the "Developer").

RECITALS

WHEREAS, cities, counties, towns and villages in Missouri are authorized, pursuant to the Missouri Constitution and Missouri Revised Statutes (the "Authority") to provide various tools and incentives to promote economic development; and

WHEREAS, the City is a charter city incorporated and exercising governmental functions andpowers pursuant to the Missouri Constitution and the Revised Statutes of the State of Missouri, with its legislative power residing in the City Council; and

WHEREAS, the Developer is authorized to conduct business in the State of Missouri; and

WHEREAS, the City does not have a source of funds to finance costs incurred for additional legal,financial and other consultants or for direct out-of-pocket expenses and other costs resulting from servicesrendered to review, evaluate, consider and process the application to construct a commercial project (the "Project") in the City (the

"Application"); and

WHEREAS, it is the City's policy that a Developer who desires assistance from the City in a public-private partnership or through the use of economic incentive tools shall demonstrate the financial ability to allow for the full and fair evaluation by the City of all development proposals and requests for economic incentives from the City; and

WHEREAS, the City will need to prepare or consult on the preparation of documents necessary toprovide economic development incentives (the "Incentive") for a project within the City, and to consider the project in accordance with the Authority and, if such Incentive is approved by the City, to provide suchother services and assistance as may be required to implement and administer the Incentive through its completion. Such incentive may result in significant financial benefit to the Developer; and

WHEREAS, the City does not have a source of funds to pay costs incurred by them, in the form of additional City staff time; legal fees (Bond Counsel, Special Counsel and City Attorney), fiscal and planning consultants (including, but not limited to, third party firms engaged to provide a but-for analysis); direct out-of-pocket expenses and other costs resulting from, services rendered to review, evaluate, process and consider a request for the Incentive pursuant to the Authority.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Services to be Performed by the City.**

The City shall:

A. Prepare or consult with the Developer on the review and analysis of the Incentive for the Project;

B. Give all notices, make all publications and hold hearings as may be required by applicable laws in order to consider an Incentive for the Project;

C. Evaluate, negotiate and present the requested Incentive to the City Council and prepare and present required ordinances and other documents to the City Council for the Project; and

D. If the Developer's requested Incentive is approved, provide staff the necessary third-party legal, financial and planning assistance to prepare and negotiate a definitive agreement between the Developer and the City for implementation of the Project, which may also include related contracts for the other approved public funding sources.

2. Initial Deposit and Additional Funding.

The City and the Developer agree that the Developer shall reimburse the City for its actual and reasonable expenses necessary to perform the City's obligations hereunder, including costs of the City's third-party consultants as approved according to the provisions of this Funding Agreement (the "Expenses"). The City acknowledges receipt of twenty thousand dollars ($20,000) (the "Deposit") from the Developer in connection with this Funding Agreement as the Application Fee. The Deposit shall be treated as a deposit with the City pursuant to the terms and conditions of this Funding Agreement. The City shall disburse the Deposit as set

forth in **Section 4** and shall bill the Developer periodically (but no more frequently than monthly) to re-establish the Deposit. The Developer shall pay the City the amounts necessary to re-establish the deposit (the "Additional Funds") within thirty (30) days of receipt of a request therefor. If such funds are not so received, the unpaid balance shall accrue interest at the rate of two percent (2%) per month until paid, but in no event shall such interest exceed ten percent (10%) per annum, and City shall be relieved of any and all obligations hereunder until paid or may terminate this Funding Agreement pursuant to **Section 6**. Before a vote by the City Council for approval or disapproval of the Incentive, approval of this Funding Agreement with the Developer, or approval of any other measure associated with the Application or the Project, the Developer shall deposit with the City, sufficient Additional Funds to establish or replenish the Deposit.

3. City Consultants.

The City and Developer agree that the City shall retain Gilmore & Bell, P.C. and Baker Tilly Municipal Advisors to assist the City in its duties under this Funding Agreement. The City shall advise the Developer in writing if it intends to utilize the services of any other consultant to perform its obligations under the terms of this Funding Agreement. Such written notice shall include the name of the consultant, the service to be performed and an estimate of the cost expected. If the Developer, in writing, within five (5) business days from receipt of the City's notice, objects to either the consultant named or the service to be performed, the City and Developer shall negotiate in good faith to resolve the Developer's objections. If the City and Developer cannot agree on the consultant to be used or the service to be performed, the City shall have no obligation to perform that service or any other service under the terms of this Funding Agreement and the Developer shall

have no obligation to pay for such service under the terms ofthis Funding Agreement and this Funding Agreement shall terminate and the City will have no further obligation to consider the Incentive.

4. Disbursement of Funds.

The City shall disburse the Deposit and Additional Funds on or before the thirtieth (30th) day of each month to pay Expenses. The City shall send to the Developer a copy of the record for each disbursement made pursuant to this Funding Agreement within five (5) business days of such disbursement along with documents evidencing such Expenses.

5. Project Administration.

In addition to the services set forth in **Section 1**, the City may be required to provide services from time to time for the continuing administration of the Incentive and anycontracts entered into in furtherance of the Application and the Project. Upon appropriate itemization, theCity shall be reimbursed by the Developer for reasonable third-party expenses that are incidental to the general operations of the City and its consultants with respect to administration of the Incentive, and any contracts entered into in furtherance of the Application or the Project. The provisions of this section shall apply until such time as the City and the Developer execute an agreement which provides for the termination of this Funding Agreement and the terms and conditions under which the City's ongoing services shall be funded. It is anticipated that, if approved, any such agreement will include provisions necessary for reimbursement of such funds to the Developer.

6. Termination of this Funding Agreement.

A. Termination by the City. In the event the Developer fails to perform any of its obligations herein, the City may terminate this Funding Agreement, and any other agreement between the parties, at its sole discretion if the Developer fails to cure the default within ten (10) days after written notice to the Developer of the default. Termination by the City for any reason provided in this Funding Agreement shall also terminate any duties and obligations of the City withrespect to this Funding Agreement, including, but not limited to, the City's processing of Developer's Application. Upon such termination, the Deposit and any Additional Funds shall be disbursed as set forth in paragraph C of this Section.

B. Termination by the Developer. The parties hereto acknowledge that the Developermay determine to abandon the Application. Upon written notice of abandonment by the Developer,this Funding Agreement shall terminate, and the City may terminate any other agreement between the parties. Upon such termination, the Deposit and any Additional Funds shall be disbursed as setforth in paragraph C of this Section.

C. Wrap-Up After Early Termination. Upon termination pursuant to paragraphs A orB of this Section, the City shall retain the Deposit and Additional Funds, if any, necessary to reimburse the City for all Expenses incurred under this Funding Agreement to the date of termination and any monies due and owing to the City pursuant to any other agreementwith the Developer. Upon such termination, in the

event the Deposit and Additional Funds are insufficient to reimburse the City for the outstanding Expenses of the City payable hereunder, the Developer shall reimburse the City for such Expenses. After termination of this Funding Agreement pursuant to paragraphs A or B of this Section, any amounts remaining from the Depositand the Additional Funds after all amounts have either been paid as directed by the City, or reimbursed to the City, shall be returned to the Developer.

D. Termination by Consolidation into Incentive Agreement. Unless otherwise terminated as provided in paragraphs A or B of this **Section 6**, this Funding Agreement shall stay in full force and effect until it is specifically terminated as set forth in an agreement between the City and the Developer, and thereafter the terms and conditions of the agreement shall provide forthe continued funding arrangements by Developer with respect to the Application and the Project.

7. Notice.

Any notice, approval, request or consent required by or asked to be given under this Funding Agreement shall be deemed to be given if in writing and mailed by United States mail, postageprepaid, or delivered by hand, and addressed as follows:

To the City:	To the Developer:
City of Blue Springs	Cadence Commercial Real Estate, LLC
903 West Main Street	7939 Floyd Street, Suite 200
Blue Springs, Missouri 64015	Overland Park, Kansas 66204
Attn: Christine Cates	Attention: Trip Ross and Adam Lyngar

With a copy to:

Sarah Granath
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, Missouri 64108

With a copy to:

Curtis J. Petersen and Vince Cuezze
Polsinelli PC
900 W, 48th Pl., Suite 900
Kansas City, Missouri 64112

Each party may specify that notice be addressed to any other person or address by giving to the other partyten (10) days prior written notice thereof.

8. City Requirements and Prior Approval.

The Developer agrees to comply with all applicable laws and City ordinances, including, but not limited to, the City's zoning ordinances, subdivisionregulations and all planning or infrastructure requirements related to the development of Developer's property. The parties agree that execution of this Funding Agreement in no way constitutes a waiver of anyrequirements of applicable City ordinances or policies with which the Developer must comply and does notin any way constitute prior approval of any future proposal for Project. The parties understand that the Citymay not lawfully contract away its police powers and that approval of the Application and any zoning, subdivision and similar development projects cannot be contractually guaranteed. This Funding Agreementdoes not alter or diminish the City's ability to exercise its legislative discretion to consider the Applicationand the Project and approvals for the Application in accordance with all applicable laws any other projectswith respect to development of the redevelopment area and Developer's property.

9. Legal Representation.

The Developer understands and acknowledges that this arrangement is an accommodation to the Developer in which the City's special legal counsel is not providing legal representation to the Developer and that no attorney-client relationship between the Developer and the City's special legal counsel shall exist by any reason including, but not limited to, the Developer's payment of the City's expenses under this Funding Agreement. Developer further understandsthat legal counsel paid pursuant to this Funding Agreement is legal counsel for the City and acknowledgesthe duties of confidentiality and loyalty to the City.

10. Assignment.

This Funding Agreement may not be assigned by any party without the priorwritten consent of the other party. No assignment, unless specifically provided for in such consent, shall relieve the assigning party of any liability pursuant to this Funding Agreement. This Funding Agreement shall be binding upon the parties and their successors and permitted assigns.

11. Federal Work Authorization.

Simultaneously with the execution of this Funding Agreement, the Developer shall, pursuant to the provisions of Sections 285.525 through 285.555 of the Revised Statutes of Missouri, as amended, by sworn affidavit in substantially the form attached hereto as Exhibit A and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to its employees and state that it does not knowingly employ any person who is an unauthorized alien.

12. Anti-Discrimination Against Israel Act.

A. The State of Missouri has adopted the "Anti-discrimination Against Israel Act," Section 34.600, Revised Statutes of Missouri ("Section 34.600"), which provides that "[a] public entity shall not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company 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 or 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." Section 34.600 provides that any contract that fails to comply with Section 34.600's provisions shall be void as against public policy.

B. The Developer hereby certifies and agrees that, to the extent Section 34.600 is applicable to this Funding Agreement, the Developer is not currently engaged in and shall not, for the duration of this Funding Agreement, engage in a boycott of goods or services from the State of Israel, companies doing business in or with Israel or authorized by, licensed by or organized under the laws of the State of Israel or persons or entities doing business with the State of Israel, in all respects within the meaning of Section 34.600.

C. The foregoing certification shall not be deemed an admission or agreement that Section 34.600 is applicable to this Funding Agreement but the foregoing certification is provided if Section 34.600 is applicable. If Section 34.600 is initially deemed or treated as applicable

to this Funding Agreement, but it is subsequently determined not to apply to this Funding Agreement for any reason including **by reason of applicable federal law, including without limitation, 50 U.S.C. Section 4607,** the repeal or amendment of Section 34.600 or any ruling of a court of competent jurisdiction as to the unenforceability or invalidity of Section 34.600, then the foregoing certification shall cease and not exist.

[Remainder of this Page Intentionally Left Blank]

The parties hereto have caused this Funding Agreement to be executed by their duly authorized representatives the day and year first above written.

CITY OF BLUE SPRINGS, MISSOURI

By: _____
Chris Lievsay
Mayor

ATTEST:

_____
Erin Ford
City Clerk

APPROVED AS TO FORM:

_____
Sarah Granath
Gilmore & Bell, P.C.

DEVELOPER

CADENCE COMMERCIAL REAL ESTATE, LLC,
a Kansas limited liability company

By: _____
Name: Frank Ross
Title: Owner

AFFIDAVIT OF COMPLIANCE WITH SECTION 285.525 R.S.MO., ET SEQ.

STATE OF KS)
) SS.
COUNTY OF Johnson)

Before me, the undersigned Notary Public, in and for the County of Johnson, State of Kansas, personally appeared Frank Ross, who is the owner of Cadence Commercial Real Estate, LLC, a Kansas limited liability company, and after being duly sworn did depose and say:

(1) that said company is completing this affidavit in relation to the conduct of its business in Blue Springs, Missouri;

(2) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and

(2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.525 R.S.Mo., et seq.

Documentation of participation in a federal work authorization program is attached to this affidavit. (An example of acceptable documentation is the E-Verify Memorandum of Understanding (MOU) - a valid, completed copy of the first page identifying the employer and a valid copy of the signature page completed and signed by the employer, the Social Security Administration and the Department of Homeland Security.)

By: _____
Print Name: Frank Ross III
Title: Owner
Date: 7/15/26

Subscribed and sworn to before me this 15th day of July, 2026.

CeAnn Cruise
Notary Public
Print Name: CeAnn Cruise

My commission expires:
3-1-27

NOTARY PUBLIC - State of Kansas
CEANN CRUISE
MY APPT. EXPIRES 3-1-27

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: July 30, 2026

ITEM TYPE: Resolution

SUBMITTED BY: Nathan Lea

CONTRACT NUMBER: N/A

DEPARTMENT: Public Works

STRATEGIC PLAN PRIORITY: Infrastructure

ITEM DESCRIPTION

Adopt a Resolution approving the purchase of utility meters and meter parts in an amount up to $344,000.00 from Schulte Supply, Inc.

BACKGROUND

The Public Works Department is responsible for providing and maintaining utility meters for customers within the City's water and sewer service areas. These meters measure water consumption for reporting to the City's billing department.

Meters and related components require replacement due to normal wear, the end of their useful life, mechanical failure, accidental damage, or other operational needs. The Department purchases meters each month, along with various replacement parts. Meter sizes, quantities, and costs vary depending on inventory levels and current workload demands.

Schulte Supply, Inc. is the sole-source provider of the meters and meter parts currently used by the City. Approval of this Resolution will allow the Public Works Department to purchase compatible replacement meters and components in a timely and efficient manner. This will help minimize service disruptions, reduce equipment downtime, and ensure the continued accurate measurement and billing of water and sewer usage.

FINANCIAL IMPACT

INFORMATION	DETAIL
Contractor:	Schulte Supply, Inc.
Amount of Request/ Contract:	$ 344,000.00
Amount Budgeted:	$ 344,000.00
Budget Year:	FY 2025-26
Funding Source/Account #:	460-36010-540470-$172,000.00 430-33010-540470-$172,000.00
Account Balance:	460-36010-540470 - $177,932.00 430-33010-540470- $177,932.00Date: 8/4/2026

PROJECT TIMELINE

INFORMATION	DETAIL
Estimated Start Date	July 30, 2026
Estimated End Date	September 30, 2026
Years and Months Contract in effect	2 months
Number of times renewable	

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with Price Quotation attached as Exhibit A.

REVIEWED BY

Requesting Director: Nathan Lea

Legal: N/A

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:	No	
IRS Form W-9	Yes	Finance Review: August 4, 2026
Bid/RFP/RFQ and Tabulation	No	
Bid Waiver: (less than three bids)	Yes	
Contractor address and email:	Yes	5998 Redbud Lane PO Box 338 Edwardsville, IL 62025 chrisheitzman@schultesupply.com
Project Exemption Certificate needed:	N/A	

RESOLUTION 59-2026

A RESOLUTION APPROVING THE PURCHASE OF METER AND METER PARTS FROM SCHULTE SUPPLY, INC.

WHEREAS, the City of Blue Springs is responsible for providing and maintaining utility meters for all customers of the City's water and sewer districts; and

WHEREAS, Schulte Supply, Inc. is a sole source provider and the Public Works Department recommends that the City make an annual meter and meter parts purchase from Schulte Supply, Inc, for $344,000.00.

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

Section 1. The City Administrator is hereby authorized to purchase from Schulte Supply, Inc., 5998 Redbud Lane, PO Box 388, Ewardsville, IL 62025, meter and meter parts in the amount of $344,000.00 as outlined in the quotation attached hereto as Exhibit "A."

Section 2. 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 17th day of August 2026.

CITY OF BLUE SPRINGS

_____

Chris Lievsay, Mayor

ATTEST:

_____

Erin Ford, City Clerk

EXHIBIT A

Schulte Supply, Inc.
4331 So Washington Ave
INDEPENDENCE MO 64055
816-252-2323 Fax 816-252-2373

Quotation

QUOTE DATE	QUOTE NUMBER
07/30/26	S1247473

ORDER TO:
Schulte Supply, Inc.
4331 So Washington Ave
INDEPENDENCE MO 64055
816-252-2323 Fax 816-252-2373

PAGE NO.
1

QUOTE TO: 816-228-0195 Fax
City of Blue Springs Public Works
500 SE Sunnyside School Rd.
BLUE SPRINGS, MO 64015

SHIP TO:
City of Blue Springs Public Wo
Randy Lindemann
500 SW Sunnyside School Rd
BLUE SPRINGS, MO 64014

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON
11635	Meter Quote 7/30/2026		Chris Heitzman

WRITER	SHIP VIA	TERMS	BID DATE	FREIGHT ALLOWED
Chuck Winsea	FREE DELIVERY	NET 30 DAYS	07/30/26	Yes

ORDER QTY	PART NO	DESCRIPTION	Net Prc	Ext Prc
1ea	8869	ED2B31RWG1SG89 (ED2B31RWG3) 5/8" x 3/4" Neptune Trident 10 Water Meter with Integrated R900i Radio Register in Gallons for Pit Applications Includes 6' Antenna	309.950	309.95
1ea	34513	RW2G11SG89 (RW2G13) 5/8" Neptune Trident 10 Register with Integrated R900i Radio Register in Gallons for Pit Applications Includes 6' Antenna	289.950	289.95
1ea	10438	ED2F11RWG1SG89 1" Neptune Trident 10 Water Meter with Integrated R900i Radio Register in Gallons for Pit Applications Includes 6' Antenna	852.000	852.00
1ea	10922	ED2H11RWG1SG89 1 1/2" Flanged Neptune Trident 10 Water Meter with Integrated R900i Radio Register in Gallons in Pit Applications Includes 6' Antenna	964.706	964.71
1ea	10923	ED2J11RWG1SG89 2" Neptune Trident 10 Water Meter with Integrated R900i Radio Register in Gallons for Pit Applications Includes 6' Antenna	2016.000	2016.00
1ea	10931	ET4ARWG3SG89	2508.000	2508.00

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Schulte Supply, Inc.
4331 So Washington Ave
INDEPENDENCE MO 64055
816-252-2323 Fax 816-252-2373

Quotation

QUOTE DATE	QUOTE NUMBER
07/30/26	S1247473

ORDER TO:
Schulte Supply, Inc.
4331 So Washington Ave
INDEPENDENCE MO 64055
816-252-2323 Fax 816-252-2373

PAGE NO.
2

QUOTE TO: 816-228-0195 Fax
City of Blue Springs Public Works
500 SE Sunnyside School Rd.
BLUE SPRINGS, MO 64015

SHIP TO:
City of Blue Springs Public Wo
Randy Lindemann
500 SW Sunnyside School Rd
BLUE SPRINGS, MO 64014

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON
11635	Meter Quote 7/30/2026		Chris Heitzman

WRITER	SHIP VIA	TERMS	BID DATE	FREIGHT ALLOWED
Chuck Winsea	FREE DELIVERY	NET 30 DAYS	07/30/26	Yes

ORDER QTY	PART NO	DESCRIPTION	Net Prc	Ext Prc
1ea	10924	2" Flanged Neptune HP Turbine Water Meter with Integrated R900i Radio Register in Gallons for Pit Applications EC2ARWG1SG89	5118.000	5118.00
1ea	10934	2" Flanged Neptune HP Compound Tru/Flo Water Meter with Integrated R900i Radio Register in Gallons for Pit Applications Includes 2-6' Antenna ET4CRWG1SG89	4752.000	4752.00
1ea	10927	4" Flanged Neptune HP Turbine Water Meter with Integrated R900i Radio Register in Gallons for Pit Applications 14" Laying Length Includes 6' Antenna EC3CRWG1SG89	9310.000	9310.00
1ea	10936	4" Flanged Neptune HP Compound Tru/Flo Water Meter with Integrated R900i Radio Register in Gallons for Pit Applications Includes 2-6' Antenna ET4DRWG1SG89	8556.000	8556.00
1ea	62526	6" Flanged Neptune HP Turbine Water Meter With Integrated R900i Radio Register In Gallons For Pit Application Includes 6' Antenna EC3BRWG3SG90 Neptune 6" Tru/Flo Compound Meter	15238.000	15238.00

*** Continued on Next Page ***

Schulte Supply, Inc.
4331 So Washington Ave
INDEPENDENCE MO 64055
816-252-2323 Fax 816-252-2373

Quotation

QUOTE DATE	QUOTE NUMBER
07/30/26	S1247473

ORDER TO:
Schulte Supply, Inc.
4331 So Washington Ave
INDEPENDENCE MO 64055
816-252-2323 Fax 816-252-2373

PAGE NO: 3

QUOTE TO: 816-228-0195 Fax
City of Blue Springs Public Works
500 SE Sunnyside School Rd.
BLUE SPRINGS, MO 64015

SHIP TO:
City of Blue Springs Public Wo
Randy Lindemann
500 SW Sunnyside School Rd
BLUE SPRINGS, MO 64014

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON
11635	Meter Quote 7/30/2026		Chris Heitzman

WRITER	SHIP VIA	TERMS	BID DATE	FREIGHT ALLOWED
Chuck Winsea	FREE DELIVERY	NET 30 DAYS	07/30/26	Yes

ORDER QTY	PART NO	DESCRIPTION	Net Prc	Ext Prc
2ea	54635	Flanged, Gallon Ecoder R900i Registers with 20' Antennas ** Nonstock item-Not Returnable ** EU4A2G1SG89 8" Neptune Mach 10 Ultrasonic Water Meter With Integrated R900I Radio Read Register Gallon Pit Application With 6' Antenna 20" Length	18517.000	37034.00
3ea	55443	** Nonstock item-Not Returnable ** EU4B2G1SG90 10" Neptune MACH 10 Ultrasonic Flanged Water Meter With Integrated R900I Radio Read Register Gallons Pit Applications Includes 20' Antenna 26" Lay Length	23067.000	69201.00
1ea	30680	** Nonstock item-Not Returnable ** 9400-900 5/8" Measuring Chamber Low Profile - T10	26.020	26.02
		TAXES NOT INCLUDED		

Subtotal	**156175.63**
S&H CHGS	**0.00**
Amount Due	**156175.63**

This is a Quotation.

Prices are subject to change without notice.
Applicable taxes extra.

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: July 24, 2026

ITEM TYPE: Resolution

SUBMITTED BY: Dennis Dovel

CONTRACT NUMBER:

DEPARTMENT: Public Works

STRATEGIC PLAN PRIORITY: Infrastructure

ITEM DESCRIPTION

Adopt a Resolution approving a contract in the amount of $209,670 with C&C Group, for access controls and security cameras for the Public Works Renovation and Expansion, project CIP - BF-19.

BACKGROUND

The Public Works Operation Facility houses Street Maintenance, Water and Sewer Maintenance and Fleet Maintenance with approximately 43 full-time staff members working at this location. In 2010, a salt storage facility was added to bolster the amount of de-icing chemicals to 4,000 tons (a 2,500-ton increase). In 2011, an expansion added Fleet Maintenance to this location with six maintenance bays, new fuel tanks, pumps and fuel system. An access road was also constructed to 40 Highway and a secure parking lot expansion was completed.

Over the years to accommodate the growth, storage areas have been turned into office space for staff and the rock bins were enclosed to provide secure storage of parts and equipment. Additionally, offices have been built on the mezzanine level over the fleet's parts room. Due to the increase in employees and equipment, additional space is needed to provide adequate staff facilities, equipment storage, maintenance of equipment and office spaces. The Public Safety Department also has a need to locate some functions to this location as well. The Public Safety needs are for a warehouse facility of approximately 6,500 square feet to store vehicles, bike patrol, and indoor parking for the command vehicle and the radar trailers. The function would be mostly vehicle and equipment storage; however, the design allows for a flex space area where vehicles could be removed, and the space used for defensive tactics or similar training of officers.

On September 3, 2024, the City Council by Resolution No. 65-2024 hired SFS Architecture through a Request for Qualification (RFQ) process to provide design services for the renovation and expansion of the Public Works Operation Building. On January 21, 2025, City Council, by Resolution No. 008-2025, also entered into a contract with Newkirk Novak Construction Partners, Inc. to be the Construction Manager at Risk for the project. Resolution No. 008-225 was amended on May 18, 2026, by Resolution No. 039-2026 to include the Guaranteed Maximum Price.

Part of the project includes access control and security cameras. The General Contractor is responsible for providing wiring and pathways for device connection. For all previous building projects completed by the City, C & C Group has been the preferred vendor for licensing and integration purposes. C & C Group has provided pricing for the outlined scope in the project.

Staff recommends entering into a contract with C&C Group to install access controls and security cameras at the Public Works Operations Building related to the renovations and expansion in the amount of $209,670.00.

FINANCIAL IMPACT

INFORMATION	DETAIL
Contractor:	C&C Group 10012 Darnell St. Lenexa, KS 66215
Amount of Request/ Contract:	$209,670.00
Amount Budgeted:	$16,803,533.00
Budget Year:	FY 2026-27
Funding Source/Account #:	430-75000-543200 BF-19 - $83,868 460-75000-543300 BF-19 - $125,802
Account Balance:	Negative Date: 8/4/2026
Additional Funds Needed:	$209,670.00
Funding Source/Account #:	Budget Amendment

PROJECT TIMELINE

INFORMATION	DETAIL
Estimated Start Date	October 1, 2026
Estimated End Date	December 31, 2027
Years and Months Contract in effect	1 year 3 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 Contract attached as Exhibit A

REVIEWED BY

Requesting Director: Dennis Dovel

Legal: James Newell

Administration: George Schmitz

City Administrator: Christine Cates

Budget: Lori Turner

SUPPORTING DOCUMENTS

Document	Required	If not required, explain
Certificate of Insurance:	Yes	
E-Verify:	Yes	
Bond:	Yes	
IRS Form W-9	Yes	Finance Review: July 30, 2026
Bid/RFP/RFQ and Tabulation	N/A	
Bid Waiver: (less than three bids)	Yes	
Contractor address and email:	Yes	C&C Group 10012 Darnell Street Lenexa, KS 66215 913-888-6200

		Atten: Bill Thomas BThomas@c-cgroup.com
Project Exemption Certificate needed:	Yes	

A RESOLUTION APPROVING A CONTRACT WITH C&C GROUP FOR EQUIPMENT AND INSTALLATION OF ACCESS CONTROLS AND SECURITY CAMERAS FOR THE PUBLIC WORKS OPERATION BUILDING RENOVATION AND EXPANSION PROJECT #CIP BF-19 AND PS-15

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 Public Works Department is renovating and expanding the Operation Facility and requires access controls and security cameras to be installed; and

WHEREAS, on May 18, 2026, City Council approved Resolution No. 39-2026 for a contract with Newkirk Novak to provide construction services for the renovation and expansion of the Public Works Operation Building including all electrical and pathways for access control and security cameras; and

WHEREAS, C&C Group provides all services for access control and cameras to the City due to licensing and integration of this equipment; and

WHEREAS, C&C Group provided a proposal to provide equipment and installation service for access control and security cameras on the project; and

WHEREAS, staff recommends entering into a contract with C&C Group to provide equipment and installation of access controls and security cameras for the City of Blue Springs Public Works Operation Building renovation and expansion project in the amount of $209,670.00.

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

Section 1. The City Administrator is hereby authorized to enter into a contract with C&C Group 10012 Darnell St., Lenexa, KS 66215 for equipment and installation of access controls and cameras for the renovation and expansion of the Public Works Operation Building in the amount of $209,670.00. A copy of the proposed Contract is attached hereto as Exhibit "A" and is incorporated herein.

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 17th day of August 2026.

CITY OF BLUE SPRINGS

_____

Chris Lievsay, Mayor

ATTEST:

_____

Erin Ford, City Clerk

EXHIBIT A

BLUE SPRINGS
MISSOURI

PUBLIC WORKS CONTRACT

EFFECTIVE DATE: October 1, 2026

TERMINATION DATE: December 31, 2027

CONTRACT NUMBER:

City	Contractor
City of Blue Springs 903 West Main Street Blue Springs, MO 64015	C&C Group 10012 Darnell Street Lenexa, KS 66215
Department: Public Works	Attention: Bill Thomas
Phone: 816-228-0265	Phone: 913-888-6200

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 $209,670.00 unless agreed to by City and Contractor in writing.

8. **Termination of Contract**

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

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

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

9. **Conflicts**

No salaried officer or employee of the City and no member of the City Council shall

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

10. **Assignment**

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

11. **Discrimination**

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

12. **Occupational License**

The Contractor shall obtain and maintain an occupational license with the City of Blue Springs, Missouri, if required by City Code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. Contractor shall not purchase materials or begin work on this Contract until this occupational license has been obtained.

13. **Compliance with Laws**

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

14. **American Made Products.**

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

15. **Nonresident/Foreign Contractors**

The Contractor shall procure and maintain during the life of this contract:

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

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

16. **General Independent Contractor Clause**

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

17. **City Benefits**

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

18. **Insurance**

Contractor agrees to maintain insurance as set forth below and provide to City

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

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

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

c. Workers' Compensation. Statutory requirements.

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

19. **Liability and Indemnity**

The parties mutually agree to the following:

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

b. The Contractor shall defend, indemnify, and hold the City and its elected or appointed officials, officers, employees, and agents harmless from and against all actual claims and alleged claims and all damages, including but not limited to losses, liabilities, costs, expenses and attorney fees arising out of personal injuries, including illness or death, and damage to, or destruction of, property, which are caused by the Contractor or the Contractor's agents, employees, sub-contractors or by others for whom Contractor is liable arising out of or in any way connected with or resulting from, performance of, or failure to perform, this contract, provided, however, that Contractor shall have no obligation to indemnify the City for claims arising from the negligence, gross negligence, or willful misconduct of the City, its officials, employees, or agents. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its Contract price.

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

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

claim against City, its elected or appointed officials, officers, agents and employees, for which indemnification is sought.

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

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

20. **Excessive Unemployment Requirements**

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

21. **Bonds**

Pursuant to Section 107.170 RSMo.

a. **Labor and Material Payment Bond.** If this Contract is estimated to exceed $50,000.00, the Contractor shall furnish a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City. The bond shall be in the total amount of the Contract conditioned upon the major terms and conditions of this

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

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

shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

22. **Liquidated Damages**

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

23. **Site**

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

24. **Prevailing Wage**

If this Contract is estimated to exceed $75,000 for the total project cost, not less than the prevailing hourly rate of wages for work of a similar character in this locality, as established by Prevailing Wage Order No. 33, 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 Johnson)

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

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

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

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

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

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

1. My name is Chad Cillessen and I am currently the CIO of C&C Group (hereinafter "Company"), whose business address is 10012 Darnell, Lenexa, KS 66215, and I am authorized to make this Affidavit.

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

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

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

Affiant / Contractor

CHAD CILLESSEN
Printed Name

Subscribed and sworn to before me this 11 day of August, 2026

Michele Williams
Notary Public

SEAL

MICHELE WILLIAMS
Notary Public, State of Kansas
My Appointment Expires
8-12-2028

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

C & C GROUP

Chad Cillessen CIO

Name, Title

CITY OF BLUE SPRINGS

_____

Christine Cates, City Administrator

APPROVED AS TO FORM



_____

City Attorney

EXHIBIT 1 – SCOPE OF WORK

Name of Contractor: C&C Group

Scope of Work (Job Description):

Provide all equipment and labor for installation of access controls and security cameras.

All work shall be performed in accordance with Contractor's Blue Springs Public Works Renovation and Expansion Project proposal dated July 22, 2026 attached hereto and incorporated herein as Attachment A.

Start Date: October 1, 2026

Interim Deadlines (if applicable): N/A

Final Completion Date: December 31, 2027

Reimbursable Expenses: N/A

Maximum Payment:

Dollar Amount	Type or Total Payment / Expense
$209,670.00	Maximum payment for services rendered
$0.00	Maximum amount of expenses to be reimbursed
$209,670.00	Total Maximum amount to be paid to the Contractor

Payment Schedule:

Monthly as billed based on percentage of stored materials and work completed.

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: July 27, 2026

ITEM TYPE: Resolution

SUBMITTED BY: Dennis Dovel

CONTRACT NUMBER:

DEPARTMENT: Parks and Recreation

STRATEGIC PLAN PRIORITY: Community Identity

ITEM DESCRIPTION

Adopt a Resolution approving a contract in the amount of $216,583 with SFS Architecture, Inc. for programming and concept development for a civic gathering / entertainment space, golf course renovations and demolition work of existing structures.

BACKGROUND

The Adams Pointe Conference Center has been operated by Rockgate Management since its opening in 2000. Over time, demand for conference center services has declined, resulting in decreased utilization of the facility. To maintain operations, the City has provided both operational support and capital improvement funding.

In 2024, staff initiated discussions with the City Council regarding the long-term future of the Conference Center as the management agreement approached expiration. Following those discussions, the City Council approved a one-year extension of the

management contract in 2025 to provide staff additional time to evaluate potential alternatives for the facility.

On August 23, 2024, the City entered into a contract with SFS Architecture to develop potential reuse options for the Conference Center and improvements to the Adams Pointe Golf Club. Out of those efforts came a concept that included taking the existing conference center and developing a restaurant, pickleball and golf putting concept along with improvements to the clubhouse banquet room, patio seating area, restroom upgrades, kitchen improvements and driving range experience.

The City Council then entered into a contract with Sports Facilities Authority, LLC (SFA) by Resolution No. 96-2025 to evaluate the concepts and make recommendations based on their experience in the marketplace. Staff also continued to explore other potential options for re-use and/or improvements. The results of SFA's analysis are that the restaurant / pickleball provided very little return on investment and is sensitive to trends in the market, easy to replicate and oversupply in the Kansas City region. There is also a high cost for the renovation of the area to develop this concept. SFA also provided a Family Entertainment concept, with a lower investment cost, but still a significant cost. Additionally, the concept is trend dependent, competition from regional and local operators and a concern with market saturation.

Other concepts that have been discussed is to make a civic gathering / entertainment district that provides a space for concerts, movies, festivals, holiday events, civic events, watch parties and other potential uses. This concept would generate community gathering events while drawing visitors into the community to shop and eat. It would also provide improvements as outlined above to the golf course and the improvement costs are much lower than the other concepts.

Staff presented the concepts to the City Council at a work session on June 9, 2026.

Through additional conversations, it is the desire to continue to explore the Civic Gathering / Event District along with improvements to the Golf Course Clubhouse. Staff engaged SFS Architecture to provide the development of demo plans that are required to develop the concept, provide conceptual design details and then in the future enter into a contract for the development of construction documents and construction administration for both the Civic Gathering / Entertainment District and improvements to the Golf Course Clubhouse.

Staff recommends entering into an agreement with SFS Architecture for demo plans and concept design work in an amount of $216,583. Once the concept design is approved, an amendment to the contract will be presented for the next phase of work.

FINANCIAL IMPACT

INFORMATION	DETAIL
Contractor:	SFS Architecture, Inc.
Amount of Request/ Contract:	$ 216,583.00
Amount Budgeted:	$ 0.00
Budget Year:	FY 2025-26
Funding Source/Account #:	150-00000-530100
Account Balance:	$261,314.46 Date: 8/6/2026
Additional Funds Needed:	$ 216,583.00
Funding Source/Account #:	150-00000-530100 – Budget Amendment Required

PROJECT TIMELINE

INFORMATION	DETAIL
Estimated Start Date	August 19, 2026
Estimated End Date	March 31, 2027

Years and Months Contract in effect	8 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 Contract attached as Attachment 1.

REVIEWED BY

Requesting Director: Dennis Dovel

Legal: James Newell

Administration: George Schmitz

City Administrator: Christine Cates

Budget: Lori Turner

SUPPORTING DOCUMENTS

Document	**Required**	**If not required, explain**
Certificate of Insurance:	Yes	
E-Verify:	Yes	
Bond:	No	
IRS Form W-9	Yes	Finance Review: August 7, 2026
Bid/RFP/RFQ and Tabulation	N/A	
Bid Waiver: (less than three bids)	Yes	
Contractor address and email:	Yes	SFS Architecture, Inc.

		2100 Central Street Suite 31 Kansas City, MO 64108 Attn: Brian Garvey 816-474-1397 bgarvey@sfsarch.com
Project Exemption Certificate needed:	No	

A RESOLUTION APPROVING A CONTRACT WITH SFS ARCHITECTURE, INC. FOR CONCEPT DEVELOPMENT OF A CIVIC GATHERING / ENTERTAINMENT VENUE AND GOLF COURSE CLUBHOUSE IMPROVEMENTS AND ASSOCIATED DEMOLITION WORK

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

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

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

c. The contractor to whom the contract is awarded and any subcontractor under such contractor shall require all on-site employees to complete the above referenced ten-hour training program or such employees must hold documentation of prior completion of the program. Said contractor and subcontractor(s) shall comply with

Section 292.675, RSMo 2009, in all respects as required in relation to work done pursuant to this contract.

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

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

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

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

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

WHEREAS, the Parks and Recreation Department has worked with SFS Architecture, Inc. on potential improvements to the Conference Center and Golf Course and secured quotations to continue development of programming and concept designs and demolition of buildings; and

WHEREAS, the Department seeks to develop a civic gathering / entertainment district and improvements to the Adams Pointe Golf Course Clubhouse; and

WHEREAS, the Department now recommends that the City award a contract to SFS Architecture, Inc. for work based on scope of services in the amount of $216,583.00.

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

Section 1. The City Administrator is hereby authorized to enter into a contract with SFS Architecture, Inc., 2100 Central St., Suite 31, Kansas City, MO 64108 for concept design, programming and demolition work for a civic gathering / entertainment district and improvements to the Adams Pointe Golf Club Clubhouse in the amount of $216,583.00. A copy of the proposed Contract is attached hereto as Attachment 1 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 17th day of August 2026.

CITY OF BLUE SPRINGS

_____

Chris Lievsay, Mayor

ATTEST:

_____

Erin Ford, City Clerk

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 12th day of August in the year 2026
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Blue Springs, Missouri
903 W. Main Street
Blue Springs, MO 64105
816-228-0265

and the Architect:
(Name, legal status, address and other information)

SFS Architecture, Inc.
2100 Central Street
Suite 31
Kansas City, MO 64108

for the following Project:
(Name, location and detailed description)

Adams Pointe Improvements
The project includes four tasks as outlined in the attached Exhibit A:
1. Demolition of the existing Adams Pointe Conference Center and closure of the former interface at the hotel to conference center.
2. Predesign services including programming, concept design, and cost estimating.
3. Full Design Services for the outdoor gathering place and amphitheater.
4. Full Design Services for the golf clubhouse renovation/expansion and driving range improvements.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

1 INITIAL INFORMATION

2 ARCHITECT'S RESPONSIBILITIES

3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 SUPPLEMENTAL AND ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

To be confirmed as part of the Scope of Services.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The project sites are located adjacent to each other at the following addresses: Adams Pointe Golf Club at 1601 NE R D Mize Road and Adams Pointe Conference Center at 1400 NE Coronado Drive both in Blue Springs, MO 64014.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

To be confirmed as part of the Scope of Services.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

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Refer to Exhibit A for preliminary milestone dates.

.2 Construction commencement date:

Refer to Exhibit A for preliminary milestone dates

.3 Substantial Completion date or dates:

To be determined.

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bidding of multiple bid packages as outlined in Tasks outlined in Exhibit A.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

(Paragraph Deleted)

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Dennis Dovel
903 W. Main Street
Blue Springs, MO 64015
816-228-0265
ddovel@bluepsringsmo.gov

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

To be Determined.

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.2 Civil Engineer:

Included in Architect's Supplemental Services

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Brian Garvey AIA
2100 Central Street
Suite 31
Kansas City, MO 64116
816-541-2277
bgarvey@sfsarch.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Stand Structural Engineering
8234 Robinson St
Overland Park, KS 66204

.2 Mechanical Engineer:

PKMR Engineers
13300 W 98th Street
Lenexa, KS 66215

.3 Electrical Engineer:

PKMR Engineers
13300 W 98th Street
Lenexa, KS 66215

§ 1.1.11.2 Consultants retained under Supplemental Services:

Civil Engineer: SK Design Group, 4600 College Blvd #100, Overland Park, KS 66211
Landscape Architect: Vireo, 414 Oak St Ste 101, Kansas City, MO 64106
Audio-Visual Consultant: Avant Acoustics, 15323 W 95th St, Lenexa, KS 66219

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§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instrumeots of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreemeot. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) per each occurrence and Two Million Dollars and Zero Cents ($ 2,000,000.00) in aggregate .

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

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§ 2.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars and Zero Cents ($ 500,000.00) each accident, Five Hundred Thousand Dollars and Zero Cents ($ 500,000.00) each employee, and Five Hundred Thousand Dollars and Zero Cents ($ 500,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars and Zero Cents ($ 2,000,000.00) per claim and Two Million Dollars and Zero Cents ($ 2,000,000.00) in the aggregate.

§ 2.5.8 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.9 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

3.1.5 In the event the Owner directs the Architect to make revisions to the Instruments of Service to accommodate value engineering, cost-saving measures, or substitutions proposed by the Contractor, Owner, Owner's consultants, or others, against the Architect's reasonable objections to the proposed revisions, the Owner shall, to the extent allowed by law and without waiving sovereign immunity, indemnify and hold harmless the Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of such revisions to the Instruments of Service.

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§ 3.1.6 The Architect shall, at appropriate times, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

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§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall iocorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 facilitating the distribution of Bidding Documents to prospective bidders;

.2 organizing and conducting a pre-bid conference for prospective bidders;

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretatioos of the Bidding Documents to the prospective bidders in the form of addenda; and,

.4 organizing and cooducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

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.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
.2 organizing and participating in selection interviews with prospective contractors;
.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect sball, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect, which approval will not be unreasonably withheld.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. For any change in the Project caused by tbe Architect, the Architect shall not be responsible for costs associated with the change to the extent the costs would have otherwise been incurred by the Owner had the act or omission by the Architect, resulting in the change, not occurred.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect sball not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. The Architect and the Architect's Consultants shall not be responsible for any deviations from the Contract Documents not brought in writing to the attention of the Architect and the Architect's Consultants.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to

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rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- **.1** conduct observations to determine the date or dates of Substantial Completion and the date of final completion;
- **.2** issue Certificates of Substantial Completion;
- **.3** forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- **.4** issue a final Certificate for Payment based upon a final observation indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's observations shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Services are not being provided for the Project.

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(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Owner
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Architect
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	Owner
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Architect
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect
§ 4.1.1.29 Other services provided by specialty Consultants	Owner
§ 4.1.1.30 Other Supplemental Services	Not Provided
§ 4.1.1.31 Extensive Environmentally Responsible Design	Not Provided
§ 4.1.1.32 LEED® Certification (B214™–2007)	Not Provided
§ 4.1.1.33 Acoustical Design	Architect

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§ 4.1.1.34 Audio-Visual Design	Architect
§ 4.1.1.35 Hazardous Material Abatement	Owner
§ 4.1.1.36 Security System Design	Owner
§ 4.1.1.37 Food Service Equipment Design	Architect
§ 4.1.1.38 Lighting Design	Architect
§ 4.1.1.39 Aquatic Design Consulting	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

To be Determined. Refer to Exhibit A.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

To be Determined. Refer to Exhibit A.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

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.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of entities providing bids or proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide, in writing, the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Three (3) visits to the site by the Architect during construction (Task 1 only; Future Tasks TBD).

.3 One 1) observation for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 One (1) observation for any portion of the Work to determine final completion.

.5 Reference the Architect's fee proposal for consultant Construction Phase services.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Sectioo 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish, if determined necessary for the project by the Architect, surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish, if determined necessary for the project by the Architect, services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall contract separately for the design services listed in Articles 5.10 and 5.11 below. Unless otherwise indicated, those services shall be performed by licensed professional consultants, who shall affix their seals on the appropriate documents prepared by them. The contracts between the Owner and Owner's consultants shall require the consultants to coordinate their drawings and other instruments of service with those of the Architect and to advise the Architect of any potential conflict. The Architect shall have no responsibility for the components of the Project designed by the Owner's consultants. Review by the Architect of the consultants' drawings and other instruments of service is solely for consistency with the Architect's design concept for the Project. The Architect shall be entitled to rely upon the technical sufficiency and timely delivery of documents and services furnished by the Owner's consultants, as well as on the computations performed by those consultants in connection with such documents and services. The Architect shall not be required to review or verify those computations or designs for compliance with applicable laws, statutes, ordinances, building codes, and rules and regulations, or certify completion or payment for the Work designed by the Owner's consultant. To the extent allowed by law and without waiving sovereign immunity, the Owner shall indemnify and hold harmless the Architect, Architect's consultants,

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and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of the services performed by the other consultants of the Owner.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

§ 5.17 The Architect shall utilize documentation regarding existing conditions furnished by the Owner in the preparation of the Architect's Instruments of Service and, in doing so, the Architect shall be entitled to rely on the accuracy and completeness of the information provided. If the existing conditions materially differ from the documentation furnished by the Owner, the Architect shall have no responsibility for any costs or expense incurred by the Owner as a result of the differing conditions. In addition, if the Architect is required to make changes to the Architect's Instruments of Service, the Owner shall compensate the Architect for such services as an Additional Service.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or Owner contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner is limited by law and its bidding and procurement process with respect to the amount of money it can pay. Therefore, the Owner has established a fixed sum amount, based on the bid proposal after a competitive bidding process, if required by the Owner's policies, which cannot be exceeded unless this Contract is amended. The Architect shall notify the Owner if Architect anticipates that the Contract amount may be exceeded to determine whether or not the Owner is prepared to increase the total compensation. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program

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and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work,written approval from the owner, may be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

6.7 If the Owner chooses to proceed under Section 6.6.1, the Architect shall be entitled to an equitable increase in

(Paragraph Deleted)

fees.

§ 6.8 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work , the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

(Paragraph Deleted)

§ 7.2 The Owner shall be deemed the owner of any and all Instruments of Service created under this Contract, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights.

(Paragraph Deleted)

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law and without waiving sovereign immunity, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and

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expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

(Paragraph Deleted)

§ 7.5 Except as otherwise stated in Section 7.3, the The provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Arcbitect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 The Owner and Architect agree that disputes relative to the Project should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the Owner and Architect further agree to non-binding mediation as the next alternative for dispute resolution. If non-binding mediation fails to resolve the dispute, the party initiating the claim that is the basis of the dispute shall be free to take such steps as it deems necessary to protect its interest; provided, however, that notwithstanding any such dispute, the Architect shall proceed with its services under this Agreement as though no dispute exists.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may he made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

(Paragraph Deleted)

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[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs Deleted)

§

(Paragraph Deleted)

8.3 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The equitable adjustment to the Architect's compensation as required by the Agreement shall include all reasonable costs incurred by the Architect on account of termination or suspension of the Project. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 All finished or unfinished deconstruction, reconstruction, new construction, repairs, materials, drawings, plans, specifications, and other documents as required of the Architect under this Contract that the Architect has been fully compensated for, shall at the
option of the Owner become its property.

(Paragraph Deleted)

(Paragraph Deleted)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is lncated.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect sball execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

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§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 sball survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

The Owner is limited by law and its bidding and procurement process with respect to the amount of money it can pay. Therefore, the Owner has established a fixed sum amount, based on the bid proposal after a competitive bidding process, if required by the Owner's policies, which cannot be exceeded unless this Contract is amended. The Architect shall notify the Owner if Architect anticipates that the Contract amount may be exceeded to determine whether or not the Owner is prepared to increase the total compensation.

§ 11.1 For the Arcbitect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum

Two Hundred Sixteen Thousand Five Hundred Eighty-Three Dollars and Zero Cents ($216,583.00

This amount is based on the Owner's budget for the Cost of the Work. Should the Owner elect to increase the Budget, the Architect shall be entitled to an equitable increase in fee.

.2 Percentage Basis

(Insert percentage value)

( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section

.3 Other

(Describe the method of compensation)

Compensation for Task 1 and Task 2 are as follows.

Task 1: Demo Plan and Hotel Interface Reconstruction Fixed Fee $89,782

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Task 2: Programming and Concept Development
Outdoor Gathering Place, Amphitheater, Golf Clubhouse, and Driving Range
Fixed Fee $125,301

Compensation for Tasks 3 and 4 will be mutually agreed upon at a later date and approved in writing via an amendment to this agreement.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

At an amount mutually agreed to by Owner and Architect prior to commencing Supplemental Services for Tasks 3 and 4.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)
At an amount mutually agreed to by Owner and Architect prior to commencing Additional Services.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services (Tasks 3 and 4) is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be reduced based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall he entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall he adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

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(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate ($0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;

.2 Permitting and other fees required by authorities having jurisdiction over the Project;

.3 Printing, reproductions, plots, and standard form documents;

.4 Postage, handling, and delivery;

.5 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

.6 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

.7 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;

.8 All taxes levied on professional services and on reimbursable expenses; and

(Paragraphs Deleted)

.9 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of ($) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate

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prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

One and one half percent (1.5%) monthly

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§ 12.1

Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

12.2 Should the Owner be a non-taxed Federal, State, or local governmentor political subdivision thereof, the Architect may request Owner's allocation of tax deduction incentives under 179D of the Internal Revenue Code regarding the Energy Policy Act of 2005 and energy savings. If requested, such allocation shall not be unreasonably withheld. Owner will assume no financial duties or obligation toward granting this allocation to the Architect.

ARTICLE 13 SCOPE OF THE AGREEMENT
§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

(Paragraph Deleted)

.2 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

(Paragraphs Deleted)

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[X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A: Scope and Fee Proposal.

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

ARTICLE 14 INDEMNITIES AND LIMITATIONS

§ 14.1 The Owner and Architect shall not be liable to each other for special, indirect, or consequential damages, except those caused by the other party's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract.

§ 14.2 Architect shall indemnify, and hold the City and its elected or appointed officials, officers, employees, harmless from and against damages, including but not limited to losses, liabilities, costs, expenses and reasonable attorney fees arising out of personal injuries, including illness or death, and damage to, or destruction of, property, which are caused by the Architect or the Architect's agents, employees, sub-contractors or by others for whom Architect is liable arising out of performance of, or failure to perform, this contract. Architect affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its Contract price.

§ 14.3 Architect shall indemnify and hold the Owner harmless from all wages or overtime compensation due its employees and from any and all claims by subcontractors in rendering work pursuant to this agreement, 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.

§ 14.4 The indemnification obligations of Architect hereunder shall not be limited by any limitations as to the amount or type of damages, compensation, or benefits payable by or for the Architect, under any federal or state law, to any person asserting the claim against Owner, its elected or appointed officials, officers, agents and employees, for which indemnification is sought.

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

§ 14.6 All the provisions in the 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 the Owner, 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.

ARTICLE 15 MISSOURI IMMIGRATION LAW AFFIDAVIT

§ 15.1 After January 1, 2009, Architect takes note that Section 285.530.2 of the Missouri Revised Statutes requires a political subdivision as a condition of a contract or grant in excess of $5,000 awarded after January 1, 2009, to require the business entity to affirm by sworn affidavit and provision of documentation the business entity has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, the services provider will provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract. Architect will provide a statement that the Architect has such a program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.

ARTICLE 16 GOVERNING LAW

§ 16.1 This Contract shall be governed by the laws of the State of Missouri. The Owner and Architect agree that the performance of this Contract will be deemed to have occurred in the State of Missouri and that Architect's

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performance under this Contract will be deemed the transaction of business in Missouri. Jurisdiction and venue for any claim or cause of action arising under this Contract shall be exclusively in the Circuit Court of Jackson County, Missouri at Independence or the Federal District Court for the Western District of Missouri, as appropriate. The Parties submit to the personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to those courts.

ARTICLE 17 ANTI-DISCRIMINATION AGAINST ISRAEL ACT

§ 17.1 If this Contract has a total potential value of $100,000 or more and Architect has 10 or more employees, the following applies: Pursuant to Section 34.600, RSMo, Architect agrees to comply with Missouri law regarding the Anti-Discrimination Against Israel Act, and execution of this Contract constitutes Architect'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.

ARTICLE 18 MISCELLANEOUS

§ 18.1 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 18.2 The invalidity of any provision of the Contract shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 18.3 A waiver by any Party of any breach of this Agreement by any other party shall only be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach or the same kind of breach on another occasion.

§ 18.4 Each party represents to the other parties that it has the power and authority to enter into this Contract and that the person(s) executing it on its behalf has the power to do so and to bind it to the terms of this Contract. The Owner represents that it has taken all action necessary or appropriate to authorize the Owner to execute, deliver and perform this Contract and to cause it to be binding upon the Owner. The Architect represents that it has taken all action necessary or appropriate to authorize it to execute, deliver and perform this Agreement and to cause it to be binding upon the Architect.

§ 18.5 Owner and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Contract shall be deemed to have been accomplished within the State of Missouri.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)	**ARCHITECT** (Signature)
	Brian Garvey AIA Principal
(Printed name and title)	*(Printed name, title, and license number, if required)*

Approved as to form:

/s/ James Newell

City Attorney

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Exhibit A

sfsarchitecture
drivenbyconnections

July 17, 2026

Dennis Dovel
Assistant City Administrator
City of Blue Springs
903 W. Main
Blue Springs, MO 64015

Re: **Adams Pointe Golf Club and Conference Center**
Scope and Fee Proposal

Mr. Dovel,

Thank you for the opportunity to collaborate with the City of Blue Springs on this important project! Attached you will find outlined the scope of work and compensation proposal for our team.

We are excited to continue our partnership with Blue Springs and all the project stakeholders. Please let us know if you have any questions as you review this information.

Respectfully submitted,

Brian Garvey AIA DBIA LEED
Principal

PROJECT UNDERSTANDING

The Adams Pointe Golf Club, located at 1601 RD Mize Road in Blue Springs is owned by the City of Blue Springs. Adjacent to the Golf Club is the Adams Pointe Conference Center located at 1400 NE Coronado Drive. The Conference Center is connected to the Courtyard by Marriott hotel and shares a parking lot with the golf course. The club is an 18-hole public golf course. It was designed by noted local architect, Don Sechrest. The course has achieved designation as a "Certified Audubon Cooperative Sanctuary" by the Audubon Cooperative Sanctuary System and is one of only a handful of ADA compliant golf facilities in the country. Adams Pointe Golf Club is currently managed by Orion Management and includes the following amenities:

- 18-hole course
- Practice Facilities (30,000 sq. feet)
- Driving Range
- Full-service clubhouse with restaurant and rental services.

Adjacent to the Golf Club is the Adams Pointe Conference Center located at 1400 NE Coronado Drive. The Conference Center is connected to the Courtyard by Marriott hotel and shares a parking lot with the golf course.

In 2024, SFS Architecture assisted the City of Blue Springs by exploring a concept that improved the golf clubhouse, expanded the amenities and services at the driving range, and considered a major adaptive reuse of the existing conference center. Following this concept study, the City of Blue Springs further considered the operations of the adapted conference center and determined the business plan did not support their financial goals. In lieu of an adaptive reuse, the City has decided to discontinue their contract with the operator and demolish the Adams Pointe Conference Center and create a new public outdoor gathering space that can host a variety of events throughout the year. Additionally, improvements to the clubhouse and driving range are desired. Each component is summarized in the Tasks outlined further in this proposal.

TEAM

Below are the project partners and their roles/responsibilities included in the proposed scope of work:

SFS Architecture Inc.	Prime Consultant: Architecture and Interiors
SK Design Group	Civil Engineering
Vireo	Landscape Architecture
Stand	Structural Engineering
PKMR Engineering	MEP Engineering
AVANT Acoustics	Audio-Visual Design and Commissioning
TBD	Food Service/Kitchen Equipment Consulting
Construction Management Resources	Cost Estimating

SCOPE OF WORK AND COMPENSATION

We propose the following scope of services tasks to meet the stated goals of the project. A brief schedule is included with each task.

Task 1: Demolition of Existing Conference Center and Hotel Interface Reconstruction

The existing hotel and conference center were constructed in the early 2000's. From drawings provided, it appears that the conference center was designed as an independent addition to the hotel. The City of Blue Springs has indicated that the operational partnership has been dissolved and there is a desire to demolish the conference center in early 2027 in preparation for site improvements to be implemented.

A building and site demolition package will be developed which removes the vertical construction, footings/foundations, and all utilities that serve the conference center. This package will also address the interface where the conference center interfaced with the hotel. The site will be graded flat and seeded. Existing vehicle parking and drives will remain and can be demolished as part of the site improvements project. The interface at the hotel will require coordination to provide a suitable architectural solution acceptable to all parties, so the scope of this component will require additional coordination. Temporary landscaping should be provided in the area adjacent to the hotel where the conference center was demolished.

We understand this work will be competitively bid. Bidding/Negotiation and Construction phase services are included in Task 1. Items listed as Work by Others below should be contracted by the City of Blue Springs. SFS may assist with procuring these services if desired.

Task 1 Consultants	SFS Architecture	
	SK Design Group	
	Vireo	
	PKMR Engineers	
	Stand Structural Engineering	
Deliverables	Building and Site Demolition and Architectural Construction Documents (Issued for Review, Issued for Permit, Issued for Bid/Construction)	
Schedule	Kickoff Meeting	August 15, 2026
	Issue for Bids	October 15, 2026
	Notice to Proceed	December 15, 2026
	Mobilization	January 15, 2026
	Construction Duration	3 months (estimated)
Work by Others	Environmental Survey	ASAP
	Site Survey	ASAP

Task 2: Programming and Concept Development: Outdoor Gathering Place, Amphitheater, Golf Clubhouse, and Driving Range

In order to determine the budget and scope of the project, SFS Architecture will develop and refine concepts for the following project components:

- New outdoor gathering place, parking lot, and other site improvements or modifications on the former conference center site.
- Clubhouse improvements which may include expansion and renovation of the restaurant, restrooms, and indoor/outdoor gathering space.
- Driving Range with Toptracer experience.
- Other miscellaneous site, circulation, and parking improvements.

As concepts are developed, rough order of magnitude cost estimates will be prepared. Once a concept direction is chosen a detailed cost estimate will be prepared by a third-party cost estimator. The outcomes of Task 2 will be the basis for the scope of work for subsequent tasks.

Items listed as Work by Others below should be contracted by the City of Blue Springs. SFS may assist with procuring these services if desired.

Construction Budget	To be determined during scope of task.	
Task 2 Consultants	SFS Architecture SK Design Group Vireo Stand PKMR Engineers Construction Management Resources (CMR)	
Deliverables	Prepare Multiple Concept Designs Selected Concept Design Package (Site/Floor Plans, Renderings) Detailed Cost Estimate (based on selected concept design)	
Schedule	Kickoff Meeting Discovering Meeting Progress Meetings Final Deliverables	August 15, 2026 September/October 2026 Bi-weekly or as needed December 15, 2026
Work by Others	Geotechnical Investigations	September/October 2026

Task 3: Basic Services and Supplemental Services: Outdoor Gathering Place and Amphitheater

Based on the outcome of Task 2, Design Services will be proposed accordingly to address the scope of work. We anticipate following the structure outlined in the AIA B101-2017 Owner-Architect Agreement for the typical five design phases.

Construction Budget To be determined during Task 2.

Task 3 Consultants
SFS Architecture
SK Design Group
Vireo
Stand
PKMR Engineers
Construction Management Resources (CMR)

Basic Services will include the following disciplines:

- Architecture
- Structural Engineering
- MEP Design

Supplemental Services will include:

- Civil Engineering (includes planning submittals and storm water study)
- Landscape Architecture
- Audio-Visual Design
- Interior Design (SFS Architecture includes Interior Design in Basic Services)
- FFE Design, Selection, and Installation Consulting

Design Phases anticipated and a preliminary schedule are proposed as follows:

Schematic Design (15%)	Complete by February 15, 2027
Design Development (20%)	Complete by April 15, 2027
Construction Documents (40%)	Complete by June 15, 2027 (Issued for Permit/Bid)
Bidding and Negotiation (5%)	Bid Award late July 2027 (Notice to Proceed)
Construction Administration (20%)	Construction Duration: 16-18 months estimated

This schedule assumes the following:

- Planning and Development (Preliminary and Final Site Development Plan) submittals occur during the DD phase and may overlap early in the CD phase.
- Building permit plan reviews will likely overlap the Bid phase, which can have cost implications after contract award.

Deliverables
Milestone Deliverables (SD Report, DD, 50% CD, 95% CD, 100% CD)
Preliminary/ Final Development Plans
Detailed Cost Estimates (SD, DD, 50% CD)
Project Renderings: (8) perspective rendering views are included

Task 4: Basic Services and Supplemental Services: Clubhouse and Driving Range Improvements

Based on the outcome of Task 2, Design Services will be proposed accordingly to address the scope of work. We anticipate following the structure outlined in the AIA B101-2017 Owner-Architect Agreement for the typical five design phases. Task 4 may be combined or separate from Task 3.

Construction Budget To be determined during Task 2.

Task 3 Consultants
SFS Architecture
SK Design Group
Vireo
Stand
PKMR Engineers
Food Service Consultant
Construction Management Resources (CMR)

Basic Services will include the following disciplines:

- Architecture
- Structural Engineering
- MEP Design

Supplemental Services will include:

- Civil Engineering (includes planning submittals and storm water study)
- Landscape Architecture
- Audio-Visual Design
- Interior Design (SFS Architecture includes Interior Design in Basic Services)
- FFE Design, Selection, and Installation Consulting
- Food Service Design Consulting

Design Phases anticipated and a preliminary schedule are proposed as follows:

Schematic Design (15%)	Complete by February 15, 2027
Design Development (20%)	Complete by April 15, 2027
Construction Documents (40%)	Complete by June 15, 2027 (Issued for Permit/Bid)
Bidding and Negotiation (5%)	Bid Award late July 2027 (Notice to Proceed)
Construction Administration (20%)	Construction Duration: 16-18 months estimated

This schedule assumes the following:

- Planning and Development (Preliminary and Final Site Development Plan) submittals occur during the DD phase and may overlap early in the CD phase.
- Building permit plan reviews will likely overlap the Bid phase, which can have cost implications after contract award.

Deliverables
Milestone Deliverables (SD Report, DD, 50% CD, 95% CD, 100% CD)
Detailed Cost Estimates (SD, DD, 50% CD)
Project Renderings: (8) perspective rendering views are included

Additional Professional Services

Additional Services may be provided after execution of an Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided shall entitle the Architect to reasonable compensation and an appropriate adjustment in the Architect's schedule. The terms of any Supplemental or Additional Services, including adjustments to scope, time, or compensation, shall be mutually agreed upon in writing by the Architect and Owner.

Reimbursable Expenses

Expenses incurred by SFS or the consultants for reproduction, postage, travel expenses, deliveries, and other approved expenses will be billed at actual cost plus ~~10~~ 0%. Reimbursable expenses will be invoiced monthly itemizing each expense incurred.

Hourly Rates

See attached Hourly Rate Schedules.

Total Professional Services Compensation

Task 1: Demo Plan and Hotel Interface Reconstruction	Fixed Fee	$89,782
Task 2: Programming and Concept Development Outdoor Gathering Place, Amphitheater, Golf Clubhouse, and Driving Range	Fixed Fee	$125,301
Task 3: Basic and Supplemental Services Outdoor Gathering Place & Amphitheater	To Be Determined	
Task 4: Basic and Supplemental Services Clubhouse & Driving Range	To Be Determined	

OTHER TERMS AND CONDITIONS

Owner-Architect Agreement

We anticipate using the AIA B101-2017 *Standard Form of Agreement between the Owner and Architect.* The scope of work outlined in this proposal follows that framework and this proposal is intended to be attached as an exhibit to the agreement. In the event of conflicting information, the terms of the AIA B101 will supersede any terms in this proposal.

Professional Services Exclusions

The following items are specifically excluded from this proposed scope of work and fees:

- Destructive testing or other invasive investigations.
- Geotechnical investigations and recommendations.
- Surveying property boundaries, topography, and other site features.
- Hazardous materials abatement assessment and remediation strategies.
- Utility rerouting or major infrastructure modifications to the hotel building or property.

Invoicing

Invoicing will occur monthly for services rendered and are due upon receipt.

Owner's Responsibilities

The Owner shall provide to the Architect data and information necessary to complete the services, including preliminary objectives, geotechnical report with recommendations, other parameters for the Project, existing facility drawings and specifications, if any, etc. The Owner shall provide access to the property and personnel necessary for the Architect to complete their services.

Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the Client and the Architect, the risks have been allocated such that the Client agrees to the fullest extent permitted by law, to limit the liability of the Architect and Architect's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Architect and Architect's officers, directors, partners employees, shareholders, owners and subconsultants shall not exceed the Architect's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: August 12, 2026

ITEM TYPE: Ordinance

SUBMITTED BY: Christine Cates

CONTRACT NUMBER: N/A

DEPARTMENT: Administration

STRATEGIC PLAN PRIORITY: Organizational Health

ITEM DESCRIPTION

Passage of a Bill amending the 2025-26 annual budget increasing the previously adopted and amended budget of $115,986,869 by $21,678,236 to $ 137,675,105.

Fund	Adopted Budget FY 2025-26	Amendment Ordinance 5493	Amendment Bill 5423	Adopted and Amended Budget
General	34,431,150	47,163	122,470	34,600,782
Hotel/Motel Tax	690,072	-	366,583	1,056,655
Public Safety Sales Tax	6,332,021	54,510	22,000	6,408,531
Parks Sales Tax	5,157,444	-	6,236,817	11,394,261
Debt Service	2,303,244	749,368	-	3,052,612
Capital Projects	26,718,834	1,169,750	2,138,407	30,026,991
TIF Capital Projects	7,163,164	-	655,215	7,818,379
Fieldhouse/Aquatics	3,153,675	74,571	65,000	3,293,246
Golf Course	2,292,721	-	43,000	2,335,721
Water	12,872,990	943,131	5,729,943	19,546,064
Sewer	11,843,064	-	6,298,802	18,141,866
Total Budget by Fund	112,958,377	3,038,492	21,678,236	137,675,105

BACKGROUND

GENERAL FUND - The expenditures in the General Fund will be increased by $122,470 for to correct police projects funded by Blue Shield Grant, curb repairs at Vesper Hall, traffic control beacons, Command College for the Police Department, and CDBG grant funds.

HOTEL/MOTEL TAX FUND - The expenditures in the Hotel/Motel Tax Fund will be increased by $366,583, which includes $216,583 for a professional services contract to evaluate reuse of the conference center and $150,000 for the construction of the downtown sign.

PUBLIC SAFETY SALES TAX FUND - The expenditures in the Public Safety Sales Tax Fund will be increased by $22,000 for the Blue Shield Grant.

PARKS SALES TAX FUND - The expenditures in the Parks Sales Tax Fund will be increased by $6,236,817 for the playground at Southwest Park. These expenditures will be covered by the next special obligations bond issue.

CAPITAL PROJECTS FUND - The expenditures in the Capital Projects Fund will be increased by $2,138,407. $1,586,732 for the Downtown streetscape project. The remaining cost of $551,676 to allocate funds for the overlay of Woods Chapel and 36th St.

TIF CAPITAL PROJECTS FUND - The expenditures in the Adams Farm TIF Capital Projects Fund will be increased by $655,215 for additional debt service and payments to the school district and CJC.

FIELDHOUSE/BSB FUND - The expenditures in the Fieldhouse/BSB Fund will be increased by $65,000 for repairs to the elevator.

GOLF COURSE FUND - The expenditures in the Golf Course Fund will be increased by $43,000 to upgrade irrigation controls.

WATER FUND - The expenditures in the Water Fund will be increased by $5,729,943 for capital projects, including the Public Works building expansion, the Main Street water line replacement, and the lead line grant.

SEWER FUND - The expenditures in the Sewer Fund will be increased by $6,298,802 for the Public Works building expansion.

FINANCIAL IMPACT

INFORMATION	DETAIL
Contractor:	N/A

PROJECT TIMELINE

INFORMATION	DETAIL
Estimated Start Date	April 6, 2026
Estimated End Date	September 30, 2026

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill amending budget with Budget Amendment Details attached as Exhibit A

REVIEWED BY

Requesting Director: Christine Cates

Legal: N/A

Administration: George Schmitz

City Administrator: Christine Cates

Budget: Lori Turner

Introduced by Councilmember _____ BILL 5423

ORDINANCE _____

AN ORDINANCE AMENDING THE 2025-2026 ANNUAL BUDGET OF THE CITY OF BLUE SPRINGS, MISSOURI

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

Section 1. The Annual Budget of the City of Blue Springs, Missouri, for the fiscal year commencing October 1, 2025, and ending September 30, 2026, is hereby amended in the amounts and in the funds as shown on the Council Information Form as follows:

Adopted: **$115,986,869**

Funds	**Amendment Details**
General Fund	$122,470
Hotel/Motel Tax Fund	$366,583
Public Safety Sales Tax Fund	$22,000
Parks Sales Tax Fund	$6,236,817
Capital Projects Fund	$2,138,407
TIF Capital Projects Fund	$655,215
Fieldhouse/Aquatics Fund	$65,000
Golf Course Fund	$43,000
Sewer Fund	$5,729,943
Water Fund	$6,298,802
Total Amendment	**$21,678,236**

Amended Budget: **$137,675,105**

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval.

Section 3. Scrivener's Errors. Typographical errors and other matters of a similar nature

that do not affect the intent of this Ordinance, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 17th day of August 2026.

CITY OF BLUE SPRINGS

_____

Chris Lievsay, Mayor

ATTEST:

_____

Erin Ford, City Clerk

1st Reading: _____

2nd Reading: _____

City of Blue Springs, Missouri
Exhibit A - Budget Amendment Details
2025-26 Budget Amendment - August 17, 2026

Account #	Project	Account Name	Debit	Credit	Description
General Fund					
100-20030-520180	Blue Shield	Operating Supplies	$ -	$ 22,000	Blue Shield Program Grant - Dell MDT's purchase - On Budget Amendment 1 it was coded incorrectly. Should have gone to the PSST Fund. See notes in Budget Amendment 1
100-00000-420110	Blue Shield	Grant- State	22,000	-	Blue Shield Program Grant - Dell MDT's purchase - On Budget Amendment 1 it was coded incorrectly. Should have gone to the PSST Fund. See notes in Budget Amendment 1
100-45000-530570	THCF-GENERAL	Conracted Repair - Facilities	13,287	-	Quality Custom Concepts, Inc dba Quality Custom Construction-Curbing and sidewalk repair in front of Vesper Hall
100-00000-470100	THCF-GENERAL	Donations	-	13,287	Quality Custom Concepts, Inc dba Quality Custom Construction-Curbing and sidewalk repair in front of Vesper Hall
100-32000-520221		Traffic Control Supplies	20,000		Traffic calming beacons
100-00000-300600		Fund Balance - Unassigned	-	20,000	Appropriate from unassigned fund balance
100-20050-530300		Training and Education	9,500	-	Appropriate POST Training for funds for tuition for Commnand College - two attendess
100-00000-300300	FB-POST	POST Training Funds	-	9,500	Appropriate POST Training for funds for tuition for Commnand College - two attendess
100-12500-530100	CDBG	Professional Services	57,683		Additional CDBG Revenues and Expenditures
100-00000-420120	CDBG		-	$ 57,683	Additional CDBG Revenues and Expenditures
		Total General Fund	**$ 122,470**	**$ 122,470**	
Hotel/Motel Tax Fund					
150-00000-530100		Professional Services	216,583	-	Adopt a Resolution approving a contract in the amount of $216,583 with SFS Architecture, Inc., for programming and concept development for a civic gathering / entertainment space, golf course renovations and demolition work of existing structures.
150-00000-300600		Fund Balance - Unassigned	-	216,583	Adopt a Resolution approving a contract in the amount of $216,583 with SFS Architecture, Inc., for programming and concept development for a civic gathering / entertainment space, golf course renovations and demolition work of existing structures.
150-00000-530100		Professional Services	150,000	-	Construction of Downtown Sign - cost share with Downtown Blue Springs CID
150-00000-300600		Fund Balance - Unassigned	-	150,000	
		Total Hotel/Motel Tax Fund	**$ 366,583**	**$ 366,583**	
Public Safety Sales Tax Fund					
155-21030-540400	Blue Shield	Operating Equipment	$ 22,000	$ -	Blue Shield Program Grant - Dell MDT's purchase - On Budget Amendment 1 it was coded incorrectly. Amendment was originally expensed to General Fund. See notes in Budget Amendment 1
155-00000-420110	Blue Shield	Grant - State	-	22,000	Blue Shield Program Grant - Dell MDT's purchase - On Budget Amendment 1 it was coded incorrectly. Amendment was originally expensed to General Fund. See notes in Budget Amendment 1
		Total Public Safety Sales Tax Fund	**$ 22,000**	**$ 22,000**	
Parks Sales Tax Fund					
158-73000-544100	PR-71	CIP-Parks Projects	$ 5,911,144	$ -	Adopt a Resolution approving a purchase in the amount of $5,911,144.00 from Athco Acquisition Corp. for the purchase of playground equipment for Southwest Park; CIP-PR-71. Proceeds from Bonds to be issued 2026.

City of Blue Springs, Missouri
Exhibit A - Budget Amendment Details
2025-26 Budget Amendment - August 17, 2026

158-00000-300600		Fund Balance - Unassigned	-	5,911,144	Adopt a Resolution approving a purchase in the amount of $5,911,144.00 from Athco Acquisition Corp. for the purchase of playground equipment for Southwest Park; CIP-PR-71. Proceeds from Bonds to be issued 2026.
158-73000-544100	PR-71	CIP-Parks Projects	325,673	-	Adopt a Resolution approving a purchase and installation in the amount of $325,673 from Athco Acquisiton Corp. for the purchase and installation of playground safety surfacing for Southwest Park; CIP-PR-71. Proceeds from Bonds to be issued 2026.
158-00000-300600		Fund Balance - Unassigned	-	325,673	Adopt a Resolution approving a purchase and installation in the amount of $325,673 from Athco Acquisiton Corp. for the purchase and installation of playground safety surfacing for Southwest Park; CIP-PR-71. Proceeds from Bonds to be issued 2026.
		Total Parks Sales Tax Fund	**$ 6,236,817**	**$ 6,236,817**	
Capital Projects Fund					
310-72000-543100 (Downtown Master Plan Implementation)	2025 Bonds	CIP - Public Works Projects	$ 1,586,732	$ -	Downtown Master Plan Implementation. Amino Brothers Contract for reconstruction of Main Street, 11th Street and watermain replacement on Main Street.
				$ 1,586,732	Downtown Master Plan Implementation. Amino Brothers Contract for reconstruction of Main Street, 11th Street and watermain replacement on Main Street.
310-00000-300600		Fund Balance - Unassigned	-		
310-72000-543100	ST-06	Preventive Pavement Maintenance Program	551,676	-	Add funds from Woods Chapel CID reimbursement to FY 2025-26 PPMP budget for Woods Chapel and 36th St
310-00000-300400	FB-WC TIF	Fund Balance - Committed	-	551,676	Add funds from Woods Chapel CID reimbursement to FY 2025-26 PPMP budget for Woods Chapel and 36th St
		Total Capital Projects Fund	**$ 2,138,407**	**$ 2,138,408**	
Adams Farm TIF Fund					
354-00000-530310		CJCFPD Pilots	$ 35,638	$ -	
354-00000-530320		BSSD Capital Contribution	76,065	-	
354-82015-550100		Debt - Principal	543,512	-	
354-00000-300600		Fund Balance - Unassigned	-	655,215	
		Total Adams Farm TIF Fund	**$ 655,215**	**$ 655,215**	
Fieldhouse/Aquatics Fund					
410-41000-530570		Contracted Repair - Facilities	$ 65,000	$ -	Contract with J & J Elevator Services. Per Justin a budget amendment will be completed. The contract amount is for $5,199.60 but account is -$39.843.4, short. Per Justin it will be for $65,000. Lori
410-00000-300700		Net Position	-	65,000	Contract with J & J Elevator Services. Per Justin a budget amendment will be completed. The contract amount is for $5,199.60 but account is -$39.843.4, short. Per Justin it will be for $65,000. Lori
		Total Fieldhouse/Aquatics Fund	**$ 65,000**	**$ 65,000**	
Golf Course Fund					
420-73000-544100	CIP-Misc.	CIP - Parks Projects	$ 43,000	$ -	Upgrade irrigation controls
420-00000-300700		Net Position	-	43,000	Upgrade irrigation controls
			-	-	
		Total Golf Course Fund	**$ 43,000**	**$ 43,000**	
Water Fund					
430-75000-543200 (Main Street Water Main Replacement)	WA-25	CIP - PW Water Projects	$ 811,302	$ -	Amino Brothers Contract for reconstruction of Main Street, 11th Street and watermain replacement on Main Street. Sub-project for 2025 Bonds Downtown Master Plan Implementation
430-00000-300700		Net Position		$ 811,302	Amino Brothers Contract for reconstruction of Main Street, 11th Street and watermain replacement on Main Street. Sub-project for 2025 Bonds Downtown Master Plan Implementation

City of Blue Springs, Missouri
Exhibit A - Budget Amendment Details
2025-26 Budget Amendment - August 17, 2026

430-75000-543200 (Public Utilities Building- Phase II)	BF-19	CIP-PW Water Projects	4,042,383	-	Newkirk Novak Construction Partner, Inc. contract - Construction and renovation of the Public Works Operations Building
430-00000-300700		Net Position		4,042,383	Newkirk Novak Construction Partner, Inc. contract - Construction and renovation of the Public Works Operations Building
430-75000-543200 (Public Utilities Building- Phase II)	BF-19	CIP-PW Water Projects	6,756	-	SMART Enviromental Services - During the renovation and construction of the Public Works Operation Building, it was discovered that the VCT tile mastic contains asbestos by AXIOM. The contractor estimated the abatement cost to be $19,000 for the work. Staff reached out to SMART Environmental, who has completed many abatement projects for the City, to receive a quote. The cost they provided to abate the asbestos is $16,890.00.
430-00000-300700		Net Position		6,756	SMART Enviromental Services - During the renovation and construction of the Public Works Operation Building, it was discovered that the VCT tile mastic contains asbestos by AXIOM. The contractor estimated the abatement cost to be $19,000 for the work. Staff reached out to SMART Environmental, who has completed many abatement projects for the City, to receive a quote. The cost they provided to abate the asbestos is $16,890.00.
430-75000-543200 (Public Utilities Building- Phase II)	BF-19	CIP-PW Water Projects	83,868	-	Adopt a Resolution approving a contract in the amount of $209,670 with C&C Group, for access controls and security cameras for the Public Works Renovation and Expansion project CIP - BF-19.
430-00000-300700		Net Position		83,868	Adopt a Resolution approving a contract in the amount of $209,670 with C&C Group, for access controls and security cameras for the Public Works Renovation and Expansion project CIP - BF-19.
430-75000-543200 (Public Utilities Building- Phase II)	BF-19		44,830		Adopt a Resolution approving Task Order #27 to Contract No. 2024-166 with SC Engineering LLC, dba Cochran in the amount of $112,075 for Special Inspections and Testing required on the Public Works Renovation and Expansion Project, CIP Project # BF-19 and PS-15.
430-00000-300700		Net Position		44,830	Adopt a Resolution approving Task Order #27 to Contract No. 2024-166 with SC Engineering LLC, dba Cochran in the amount of $112,075 for Special Inspections and Testing required on the Public Works Renovation and Expansion Project, CIP Project # BF-19 and PS-15.
430-75000-543200 (Public Utilities Building- Phase II)	BF-19		21,365		SFS Change order for BF-19 - $53,412
430-00000-300700		Net Position		21,365	SFS Change order for BF-19 - $53,412
430-33020-530100		Professional Services	719,440	-	Adopt a Resolution approving a contract in the amount of $819,440.00 with SC Engineering LLC dba Cochran, for the Lead Service Line Project. Res-051-2026 - $100,000 was previously budgeted for this project.
430-00000-300700		Net Position	-	719,440	Supported by a grant received from MDNR
		Total Water Fund	**$ 5,729,943**	**$ 5,729,944**	
Sewer Fund					
460-75000-543300 (Public Utilities Building- Phase II)	BF-19	CIP-PW Sewer Projects	$ 6,063,574	$ -	Newkirk Novak Construction Partner, Inc. contract - Construction and renovation of the Public Works Operations Building
460-00000-300700		Net Position		$ 6,063,574	Newkirk Novak Construction Partner, Inc. contract - Construction and renovation of the Public Works Operations Building
460-75000-543300 (Public Utilities Building- Phase II)	BF-19	CIP-PW Sewer Projects	10,134	-	SMART Enviromental Services - During the renovation and construction of the Public Works Operation Building, it was discovered that the VCT tile mastic contains asbestos by AXIOM. The contractor estimated the abatement cost to be $19,000 for the work. Staff reached out to SMART Environmental, who has completed many abatement projects for the City, to receive a quote. The cost they provided to abate the asbestos is $16,890.00.

City of Blue Springs, Missouri
Exhibit A - Budget Amendment Details
2025-26 Budget Amendment - August 17, 2026

460-00000-300700		Net Position		10,134	SMART Enviromental Services - During the renovation and construction of the Public Works Operation Building, it was discovered that the VCT tile mastic contains asbestos by AXIOM. The contractor estimated the abatement cost to be $19,000 for the work. Staff reached out to SMART Environmental, who has completed many abatement projects for the City, to receive a quote. The cost they provided to abate the asbestos is $16,890.00.
460-75000-543300 (Public Utilities Building- Phase II)	BF-19	CIP-PW Sewer Projects	125,802	-	Adopt a Resolution approving a contract in the amount of $209,670 with C&C Group, for access controls and security cameras for the Public Works Renovation and Expansion project CIP - BF-19.
460-00000-300700		Net Position		125,802	Adopt a Resolution approving a contract in the amount of $209,670 with C&C Group, for access controls and security cameras for the Public Works Renovation and Expansion project CIP - BF-19.
460-75000-543300 (Public Utilities Building- Phase II)	BF-19	CIP-PW Sewer Projects	67,245	-	Adopt a Resolution approving Task Order #27 to Contract No. 2024-166 with SC Engineering LLC, dba Cochran in the amount of $112,075 for Special Inspections and Testing required on the Public Works Renovation and Expansion Project, CIP Project # BF-19 and PS-15.
460-00000-300700		Net Position		67,245	Adopt a Resolution approving Task Order #27 to Contract No. 2024-166 with SC Engineering LLC, dba Cochran in the amount of $112,075 for Special Inspections and Testing required on the Public Works Renovation and Expansion Project, CIP Project # BF-19 and PS-15.
460-75000-543300	BF-19	CIP-PW Sewer Projects	32,047	-	SFS Change order for BF-19 - $53,412
460-00000-300700		Net Position	-	32,047	SFS Change order for BF-19 - $53,412
		Total Sewer Fund	**$ 6,298,802**	**$ 6,298,802**	
		Total Debits and Credits	**$ 21,678,237**	**$ 21,678,238**	
		Less Transfers In/Out	-	-	
		Total Budget Amendment	**$ 21,678,237**	**$ 21,678,238**	

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: August 13, 2026

ITEM TYPE: Ordinance

SUBMITTED BY: Christine Cates

CONTRACT NUMBER: N/A

DEPARTMENT: Administration

STRATEGIC PLAN PRIORITY: Balanced Growth

ITEM DESCRIPTION

Passage of a Bill approving the Cooperative Agreement between Luxe Two LLC, the City of Blue Springs and the MajorLux II Community Improvement District (CID) to implement the community improvement district. The Cooperative Agreement establishes the rights, duties and obligations of the Developer and the CID to provide reimbursement to Developer for eligible reimbursable costs.

BACKGROUND

On May 4, 2026 the City Council passed Ordinance No. 5496 which approve the Petition for the Establishment of the MajorLux II Community Improvement District and establishing the district as a political subdivision of the State (the "**District**"). Section 9 of the Ordinance No. 5496 provided that the Ordinance may be voided by the City Council if a Cooperative Agreement is not executed within six months after the effective date of the Ordinance (by November 4, 2026).

The purpose of the 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 District is authorized under the CID Act to impose a district-wide sales and use tax of 1% (the "**District Sales Tax**"). The Cooperative Agreement establishes the contractual arrangements for 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 may occur until the Cooperative Agreement is executed by the City, the Developer and the District.

FINANCIAL IMPACT

INFORMATION	DETAIL
Contractor:	N/A

PROJECT TIMELINE

INFORMATION	DETAIL
Estimated Start Date	August 17, 2026
Estimated End Date	August 16, 2053
Years and Months Contract in effect	27 Years (Life of the CID)
Number of times renewable	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill approving Cooperative Agreement with Cooperative Agreement attached as Exhibit A

REVIEWED BY

Requesting Director: Christine Cates

Legal: Sarah Granath

Administration: George Schmitz

City Administrator: Christine Cates

Budget: N/A

Introduced by Councilmember _____ BILL 5424

ORDINANCE_____

AN ORDINANCE APPROVING A COOPERATIVE AGREEMENT AMONG THE CITY OF BLUE SPRINGS, MISSOURI, MAJORLUX II COMMUNITY IMPROVEMENT DISTRICT AND LUXE TWO LLC, FOR IMPLEMENTATION OF THE MAJORLUX II COMMUNITY IMPROVEMENT DISTRICT

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 City Council approved Ordinance No. 5496 on May 4, 2026 which approved the Petition for Establishment of the MajorLux II Community Improvement District (the "CID" or "District") and created the District as a political subdivision of the State of Missouri; and

WHEREAS, Section 9 of the Ordinance 5496 provided that the Ordinance may be voided by the City Council if a Cooperative Agreement is not executed within six months after the effective date of the Ordinance; and

WHEREAS, the City Council now desires to approve a cooperative agreement to provide for the implementation of the District.

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

Section 1. The Cooperative Agreement which is attached hereto as Exhibit A and incorporated herein by reference (the "Agreement") is hereby approved and the Mayor of Blue Springs is hereby authorized and directed to execute the Agreement in substantial compliance with the attached Agreement.

Section 2. City staff, officers, agents, 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 the Agreement, 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 carry out the duties and obligations of the Agreement and perform all matters authorized herein.

Section 3. 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 4. This Ordinance shall take effect and be in full force from and after its passage by the City Council and approval by the Mayor.

Section 5. 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 17th day of August 2026.

CITY OF BLUE SPRINGS

_____

Chris Lievsay, Mayor

ATTEST:

_____

Erin Ford, City Clerk

1st Reading: _____

2nd Reading: _____

COOPERATIVE AGREEMENT

among the

CITY OF BLUE SPRINGS, MISSOURI,

the

MAJORLUX II COMMUNITY IMPROVEMENT DISTRICT,

and

LUXE TWO LLC

dated as of

August __, 2026

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("***Agreement***"), entered into as of this [___] day of August, 2026, by and among 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***"), the **MAJORLUX II COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district and political subdivision of the State of Missouri ("***District***" or "***CID***"), and **LUXE TWO LLC**, a Missouri limited liability company ("***Developer***"). City, District and Developer being sometimes collectively referred to herein as the "***Parties***", and individually as a "***Party***", as the context so requires.

WITNESSETH:

WHEREAS, the City Council of the City of Blue Springs, Missouri (the "***City Council***"), did on May 4, 2026, pass Ordinance No. 5496, which approved the formation of the District and the Petition for the Establishment of the MajorLux II Community Improvement District (the "***Petition***"); and

WHEREAS, Ordinance No. [_____], approved on August [__], 2026 approved the execution of this Agreement; and

WHEREAS, the District is authorized under the CID Act to impose a district-wide sales and use tax (the "***District Sales Tax***") and to enter into this Agreement for the collection, payment and administration of the proceeds of the District Sales Tax;

WHEREAS, the Parties desire to set forth through this Agreement their respective duties and obligations with respect to the administration, enforcement, and operation of the District Sales Tax and the use of the revenues collected by such tax.

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants herein contained, the Parties agree as follows:

ARTICLE 1: DEFINITIONS, RECITALS AND EXHIBITS

Section 1.1. Recitals and Exhibits. The representations, covenants and recitations set forth in the foregoing recitals and the exhibits attached to this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section, and the appropriate exhibits are incorporated into each Section of this Agreement that makes reference to an exhibit.

Section 1.2. Definitions. Words and terms defined elsewhere in this Agreement shall have the meanings assigned therein. Whenever used in this Agreement, the following words and phrases, unless the context otherwise requires, shall have the following meanings:

"*Administrative Fee*" means that amount of the District Sales Tax Revenues that the City shall receive as compensation for performing the administrative duties of the District, and administering and accounting for the District Sales Tax, in the amount of one percent (1%) of the total District Sales Tax Revenue transferred to the City on behalf of the District by the Missouri Department of Revenue, as set forth in this Agreement.

"*Applicable Laws and Requirements*" means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by any unit of government.

"*Board*" or "***Board of Directors***" means the governing body of the Major Lux II Community Improvement District.

"*Budget*" shall have the meaning set forth in Section 4.4.

"*CID Act*" means the Missouri Community Improvement District Act, Sections 67.1401, *et seq*., RSMo, as amended.

"*CID Improvements*" means those improvements described in ***Exhibit A***.

"***CID Improvement Costs***" means all actual and reasonable costs and expenses which are incurred by or at the direction of or otherwise with the consent of the District with respect to construction and performance of the CID Improvements, including the actual and reasonable cost of labor and materials payable to contractors, builders, suppliers, vendors and materialmen in connection with the construction contracts awarded in connection with the CID Improvements that are constructed or undertaken, plus all actual and reasonable costs to plan, finance, develop, design and acquire the CID Improvements, including but not limited to the following:

A. actual and reasonable costs of issuance and capitalized interest, if any, for any Obligations issued to finance the CID Improvements;

B. actual and reasonable fees and expenses of architects, appraisers, attorneys, surveyors and engineers for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary to the commencement of construction, financing, preparation of plans, drawings and specifications and supervision of construction, as well as for the performance of all other duties of architects, appraisers, attorneys, surveyors and engineers in relation to the construction of the CID Improvements and all actual and reasonable costs for the oversight of the completion of the CID Improvements including overhead expenses incurred by the class of businesses listed in this paragraph for administration, supervision and inspection incurred in connection with the CID Improvements; and

C. all other items of expense not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition, construction, improvement and financing of the CID Improvements and which may lawfully be paid or incurred by the District under the CID Act.

"*CID Services*" means those services described in the CID Petition which may be undertaken by the CID in accordance with the CID Act, the CID Petition and the requirements of this Agreement, not including services related to Operating Costs of the District.

"***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.

"*City Council*" means the governing body of the City of Blue Springs, Missouri.

"*City Representative*" means the City Administrator or Assistant City Administrator of the City, or his/her designee.

"*City Directors*" shall have the meaning set forth in Section 5.1.

"*Developer Directors*" shall have the meaning set forth in Section 5.1.

"*Director*" means a director of the District.

"***District Sales Tax***" means the sales and use tax levied by the District on the receipts from the sale at retail of all tangible personal property or taxable services at retail within its boundaries pursuant to the CID Act in the maximum amount of one percent (1.0%), as established by resolution of the District and approved by the qualified voters of the District, in accordance with this Agreement.

"***District Sales Tax Revenues***" means the monies actually collected, pursuant to this Agreement and the CID Act, from the imposition of the District Sales Tax.

"***Event of Default***" means any event specified in Section 7.1 of this Agreement.

"*Excusable Delays*" means delays due to acts of terrorism, acts of war or civil insurrection, strikes, riots, floods, earthquakes, fires, tornadoes, casualties, acts of God, pandemics, labor disputes, governmental restrictions or priorities, embargoes, national or regional material shortages, failure to obtain regulatory approval from any Federal or State regulatory body, unforeseen site conditions, material litigation by parties other than the Parties not caused by the Parties' failure to perform, or any other condition or circumstances beyond the reasonable or foreseeable control of the applicable party using reasonable diligence to overcome which prevents such party from performing its specific duties or obligation hereunder in a timely manner.

"***Fiscal Year***" means October 1 through September 30 of each year, which Fiscal Year coincides with the City's fiscal year.

"***MDOR***" means the Missouri Department of Revenue.

"*Obligations*" means any bonds, loans, debentures, notes, special certificates, or other evidences of indebtedness issued by or at the direction of the District or the City, which pay for, among other things, the CID Improvements, in whole or in part, or to refund outstanding Obligations.

"***Operating Costs***" means the actual, reasonable expenses which are reasonably necessary for the operation of the District which shall include, but is not limited to, costs associated with notices, publications, meetings, supplies, equipment, photocopying, insurance, the engagement of special legal counsel, financial auditing services, and other consultants or services including companies engaged by the District (or the City on behalf of the District) to review applications for reimbursement for payment of CID Improvements Costs, and shall also include reasonable attorneys' fees for the formation of the District.

"*Parties*" or **"*Party*"** means the City, District, and Developer, as the context requires.

"***Petition***" means the Petition for Establishment of the MajorLux II Community Improvement District, filed with the City Clerk of Blue Springs, Missouri, approved by Ordinance No. 5496 on May 4, 2026.

"*Reimbursable Interest*" means interest on the CID Improvement Costs that is payable to Developer pursuant to the terms of this Agreement.

"***Retail Business***" means a business which is legally obligated to impose the District Sales Tax.

"*Interest Rate*" means six percent (6%).

"*Report*" shall have the meaning set forth in Section 4.4.

"***Secured Lender***" means a bank, financial institution or other person or entity from which Developer has borrowed funds to finance all or a portion of the District Improvements and in whose favor Developer has agreed to provide a security interest as collateral for such loan.

ARTICLE 2: REPRESENTATIONS

Section 2.1. Representations by the District. The District represents that:

A. The District is a community improvement district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the CID Act.

B. The District has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Directors, the District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

C. The CID Improvements are authorized in the Petition.

D. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the District will not 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 restriction or any agreement or instrument to which the District is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the District or any of its property, 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 District under the terms of any instrument or agreements to which the District is a party.

E. The District acknowledges that construction of the CID Improvements are of significant value to the District, the property within the District, and the public. The District finds and determines that the CID Improvements will promote the economic welfare and the development of the City and the State of Missouri through: (i) the creation of temporary and permanent jobs; (ii) stimulating additional development in the area near the CID Improvements; and (iii) increasing local and state tax revenues. Further, the District finds that the CID Improvements conform to the purposes of the CID Act.

F. There is no litigation or proceeding pending or threatened against the District affecting the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

G. The District acknowledges that Section 285.530, RSMo. prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri. District therefore covenants that it will not knowingly violate subsection 1 of Section 285.530, RSMo., and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work related to this Agreement, and that its employees are lawfully eligible to work in the United States.

Section 2.2. Representations by the City. The City represents that:

A. The City is duly organized and existing under the Constitution and laws of the State of Missouri as a constitutional charter city and municipal corporation.

B. The City has authority to enter into this Agreement and to carry out its obligations under this Agreement, and the Mayor of the City is duly authorized to execute and deliver this Agreement.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the City will not 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 restriction or any agreement or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the City or any of its property, 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 City under the terms of any instrument or agreement to which the City is a party.

D. There is no litigation or proceeding pending or threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

E. The City acknowledges that construction of the CID Improvements are of significant value to the District, the property within the District, and the public. The City finds and determines that the CID Improvements will promote the economic welfare and the development of the City and the State of Missouri through: (i) the creation of temporary and permanent jobs; (ii) stimulating additional development in the area near the CID Improvements; and (iii) increasing local and state tax revenues. Further, the City finds that the CID Improvements conform to the purposes of the CID Act.

Section 2.3. Representations by the Developer. Developer represents that:

A. The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms.

B. The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

C. No litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer or any member of the Developer or the CID Improvements, which litigation, proceedings or investigations would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer of the terms and provisions of this Agreement, or that would materially adversely affect the financial condition of the Developer.

D. The Developer acknowledges that Section 285.530, RSMo. prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri. Developer therefore covenants that it will not knowingly violate subsection 1 of Section 285.530, RSMo., and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work related to this Agreement, and that its employees are lawfully eligible to work in the United States.

ARTICLE 3: DISTRICT SALES TAX

Section 3.1. Imposition of the District Sales Tax. The Board of Directors shall adopt a resolution, which, subject to qualified voter approval, imposes the District Sales Tax. The District Sales Tax shall be imposed at a rate of one percent (1.0%) for the purpose of funding costs of the CID Improvements and the CID Services as desired by the District and as approved by the City. The District shall notify the Missouri Department of Revenue of the District Sales Tax. The District shall annually appropriate all District Sales Tax Revenues by resolution in accordance with this Agreement.

Section 3.2. Collection and Administration of the District Sales Tax

A. The District shall adopt a resolution that (i) imposes the District Sales Tax (subject to qualified voter approval), (ii) authorizes the City to perform all functions incident to the administration, enforcement and operation of the District Sales Tax, to the extent not performed by the state, and (iii) prescribes any required forms and administrative rules and regulations for reporting and collecting the District Sales Tax. The District shall also notify the Missouri Department of Revenue, in substantial compliance with the form set forth in ***Exhibit B*** attached hereto, that the District authorizes the City, on behalf of the District, to receive from the Missouri Department of Revenue all of the District Sales Tax Revenues.

B. The District Sales Tax shall be collected by the Missouri Department of Revenue as provided in the CID Act. The City shall receive the District Sales Tax Revenues from the Missouri Department of Revenue, which shall be disbursed in accordance with this Agreement.

C. The City agrees to perform for the District all functions incident to the administration and enforcement of the District Sales Tax which the District would otherwise be obligated to perform, except as set forth in Section 3.4, pursuant to the CID Act and this Agreement. The City shall receive the Administrative Fee for administering the District Sales Tax. The Administrative Fee authorized in this Section shall be calculated using the total District Sales Tax Revenues generated within the District. The City's services related to enforcement shall be limited to compliance and cooperation with enforcement actions which are initiated or pursued by MDOR.

D. If the City incurs extraordinary administrative costs related to the collection or enforcement of the District Sales Tax, then the City shall be entitled to additional payments to fully reimburse the City for such actual, documented extraordinary costs to be collected from the District Sales Tax Revenues. The City shall use best efforts to provide the District and Developer with advance written notice of any anticipated extraordinary administrative costs and shall provide the District and Developer with regular updates regarding any such costs incurred.

Section 3.3. Operating Costs. The District shall pay for the Operating Costs of the District from District Sales Tax Revenues. The Operating Costs shall be included in the District's annual budget, as provided in Section 4.4. Developer shall fund the Operating Costs and be reimbursed for such advances

until sufficient revenues are available to fund Operating Costs from District Sales Tax Revenues on an annual basis.

Section 3.4. Enforcement of the District Sales Tax.

A. The District authorizes the City, to the extent required or authorized by MDOR, to take all actions necessary for enforcement of the District Sales Tax. The City may, in its own name or in the name of the District, prosecute or defend an action, lawsuit or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure the payment of the District Sales Tax. The District hereby agrees to cooperate fully with the City and to take all action necessary to effect the substitution of the City for the District in any such action, lawsuit or proceeding if the City shall so request. All actions taken by the City for enforcement and any legal proceeding filed by the City for enforcement and collection of the District Sales Tax shall be treated as Operating Costs of the District.

B. The City's enforcement obligations shall be limited to compliance and cooperation with enforcement actions which are initiated or pursued by MDOR. The City is not obligated to monitor whether each Retail Business is imposing the District Sales Tax. The City's enforcement obligations shall not include monitoring which Retail Businesses impose the District Sales Tax, or evaluating the identity of the Retail Businesses which remit District Sales Tax Revenues to MDOR. The City's administrative services shall not include monitoring MDOR staff compliance with administrative rules governing the receipt and distribution of District Sales Tax Revenues. The District or Developer shall monitor business compliance to ensure that each Retail Business is imposing the District Sales Tax, and shall monitor the opening of new Retail Businesses to ensure that each such business imposes the District Sales Tax.

Section 3.5. Distribution of the District Sales Tax Revenue. Beginning in the first month following the effective date of the District Sales Tax and continuing each month thereafter until the expiration or repeal of the District Sales Tax, the City on behalf of the District shall, not later than the fifteenth (15th) day of each month, distribute the District Sales Tax Revenues received in the preceding month in the following order of priority:

1. The City, on behalf of the District, shall pay the Administrative Fee or other amounts owing to the City.

2. The City, on behalf of the District, shall pay the Operating Costs of the District.

3. The City, on behalf of the District, shall make the remaining District Sales Tax Revenues to pay the Obligations if any Obligations have been issued.

4. Payment of Reimbursable Interest.

5. If there are no Obligations outstanding, the City, on behalf of the District, shall make the remaining District Sales Tax Revenues available to reimburse the Developer for expenses incurred by Developer to fund the CID Improvements. No payment of the District Sales Tax Revenues shall be made to the Developer until such CID Improvement costs have been certified by the City pursuant to this Agreement.

6. The City, on behalf of the District, shall pay the CID Services of the District, provided that no CID Services shall be funded by the District until all costs of the CID Improvements have been fully reimbursed as certified by the City. Only CID Service costs incurred after the date of such City certification may be funded by the District; CID Service costs incurred before such City certification date shall not be funded by the CID.

Section 3.6. Records of the District Sales Tax. The City, on behalf of the District, shall keep accurate records of the District Sales Tax due and collected and copies of such records shall be made available to the District on a monthly basis. Any City records pertaining to the District Sales Tax shall be provided to the District upon written request of the District, as permitted by law.

Section 3.7. Repeal of the District Sales Tax. Unless extended by mutual agreement of the Parties and in accordance with the CID Act, the District shall implement the procedures in the CID Act for repeal of the District Sales Tax and abolishment of the District when the District Sales Tax has expired in accordance with the District Sales Tax ballot measures as approved by the qualified electors of the District. Upon repeal of the District Sales Tax, the District shall:

A. Pay all outstanding Administrative Fees and Operating Costs.

B. Retain any remaining District Sales Tax Revenues until such time as the District is abolished and the District has provided for the transfer of any funds remaining in a manner permitted by the CID Act. The City and District shall enter into a written agreement regarding the final distribution of any remaining District Sales Tax Revenues, which agreement may be negotiated and executed by the City Administrator without action by the City Council.

ARTICLE 4: FINANCING DISTRICT PROJECTS

Section 4.1. Design and Construction of CID Improvements. The CID Improvements shall be designed and constructed by or at the direction of the Developer. The CID Improvements shall be designed and constructed in accordance with applicable City-approved zoning and subdivision ordinances and associated plans and specifications. The Developer shall comply with all Applicable Laws and Requirements, and Developer shall indemnify and hold harmless the City and the District for any damage resulting to it from failure of either Developer or its contractor or subcontractors to comply with the Applicable Laws and Requirements. Notwithstanding the foregoing, to the extent Developer fails to perform the CID Improvements, whether fully or partially, the sole remedy hereunder shall be that the Developer shall not be entitled to reimbursement of District Sales Tax Revenues, and in no event shall Developer be required to perform such obligations or expend money in furtherance thereof in excess of the amount of District Sales Tax Revenues disbursed to Developer hereunder. Developer shall indemnify and hold harmless the City and the District for any damage resulting to it from failure of either Developer or its contractor or subcontractors to pay prevailing wages pursuant to Applicable Laws and Requirements.

Section 4.2. Financing the CID Improvements. The District shall impose the District Sales Tax within the boundaries of the District to provide reimbursement for the CID Improvements and other costs authorized by this Agreement. The District shall not use or impose any taxes other than a District Sales Tax or impose any other funding mechanisms unless the City Council, by Ordinance, modifies the limitations on the District's authority as set forth in the Petition. The District may also incur Obligations in one or more series for the purpose of funding all, or an appropriate portion of, the CID Improvements, but only subsequent to the prior written consent of the City. The bond counsel and underwriter for any such Obligations shall be selected by the City.

Section 4.3. Ownership and Maintenance of CID Improvements.

A. The CID shall establish and maintain an incident of public ownership in the CID Improvements for the useful life of the CID Improvements and while the CID remains obligated to reimburse Developer for any costs associated with the CID Improvements pursuant to this Agreement, in

one of the following ways: (1) CID ownership of the CID Improvements; (2) Developer or other property owner grants a lease to the CID; or (3) Developer or other property owner grants a public access easement to the CID.

B. The City shall have no ownership of the CID Improvements, and the District or Developer shall be responsible for maintenance of the CID Improvements, except in the event certain improvements are dedicated to and accepted by the City in accordance with Applicable Laws and Requirements. The District or Developer shall be responsible for obtaining and maintaining insurance for the design, construction, operation and maintenance of the CID Improvements, except in the event certain improvements are dedicated to and accepted by the City in accordance with Applicable Laws and Requirements.

Section 4.4. Annual Budget. The District shall annually prepare or cause to be prepared a budget (the "***Budget***") and an annual report (the "***Report***") describing the major activities of the District during the preceding year and upcoming year. The Budget and Report shall be submitted to the City Representative for review and comment not less than sixty (60) days prior to the intended date of approval of the Budget. The Budget shall not be approved without the prior written consent of the City; provided, however, that if the City does not provide its written consent or comments to the Budget within fifteen (15) days prior to the intended date of approval of the Budget, consent shall be deemed given. Not later than the first day of each Fiscal Year of the District, the Board of Directors shall adopt a Budget for the District for the ensuing budget year, for every fund of the District of any kind, in such a manner as may be provided by law. If the Board of Directors fails to adopt a Budget by the first day of a Fiscal Year, the District shall be deemed to have adopted for such Fiscal Year a Budget, which provides for application of the District's sales tax revenues collected in such Fiscal Year in accordance with the budget for the prior Fiscal Year.

Section 4.5. New CID Improvements. The District shall not undertake new District projects, aside from the improvements shown on the attached ***Exhibit A***, without the prior approval of the City.

Section 4.6. Certification of Costs. No District Sales Tax Revenues shall be paid by City to Developer for any costs prior to certification of such costs in accordance with this Section. All CID Improvement Costs shall be eligible for reimbursement to the Developer under Section 3.5 upon acceptance by the City of a certification of such costs by the Developer in substantially the form attached to this Agreement as ***Exhibit C*** (a "***Cost Certification***"). Upon receipt by the City of an executed and completed Cost Certification (together with supporting invoices), the City shall have thirty (30) calendar days to inform the Developer of any inadequacy of the Cost Certification, based on the City's reasonable determination that the Cost Certification requests payment for costs that either (i) are not reimbursable under this Agreement or (ii) have already been the subject of a Cost Certification. If the City has no reason to contest the Cost Certification, or if the thirty-day time period passes without such notification, the City shall accept the Cost Certification by signature. The City shall keep records of all Cost Certifications submitted to the City, the total amount of costs so certified, and the amounts that, at any time, have been certified but have not yet been reimbursed in accordance with Section 3.5.

Section 4.7. Interest on CID Improvement Costs. CID Improvement Costs which have been approved by the City in accordance with this Agreement shall accrue simple interest at the Interest Rate for such costs starting on the day of certification of such costs by the City described in Section 4.6 (whether from loan proceeds or otherwise) until the principal amount of such CID Improvement Costs are paid, or until this Agreement is terminated as provided herein. Interest due on CID Improvement Costs shall be calculated by the City and shall constitute Reimbursable Interest under this Agreement. Unpaid Reimbursable Interest shall accrue but shall not be compounded.

ARTICLE 5: DISTRICT OPERATIONS AND MANAGEMENT

Section 5.1. Composition of the Board of Directors and Officers.

A. In accordance with the Petition, the Board of Directors shall be composed of five (5) directors. The Board of Directors shall include two (2) directors as representatives of the City who are designated by the City (the "***City Directors***") and three (3) as representatives of the Developer who are designated by the Developer (the "***Developer Directors***"). The Mayor may request that the Developer Directors submit basic background information, so the Mayor has an understanding of who he or she is appointing as a director. If, after considering in good faith a proposed Developer Director, the Mayor has valid and reasonable concerns with such appointment of the proposed person, the Mayor may decline to appoint such person and, in such an event, Developer may submit alternative names for such Director position for the Mayor to consider.

B. All directors shall meet all qualifications of the CID Act and the Missouri Constitution, and Developer agrees to designate in writing that the City Directors are representatives of Developer as a property owner within the District, in order to satisfy the requirements of Section 67.1451.2(2)(a), RSMo, with respect to the City Directors.

C. If there are no registered voters in the District, at least one director during their term shall be a person who meets all qualifications as required by Section 67.1451.2(3), RSMo.

D. Successor Directors shall be appointed by the Mayor with the consent of the City Council as provided in the Petition and in compliance with Section 67.1451.5, RSMo, provided that the Mayor's appointment of the Developer Directors shall be those persons who are designated by Developer.

Section 5.2. District Meetings. The Parties agree that the Board of Directors shall not meet and conduct District business unless all Directors receive notice of the meeting (which notice may be delivered via email) and are provided with the opportunity to participate in all District meetings, either in person or by phone. The Parties agree that the District bylaws shall contain the requirements of this Section and shall include other safeguards as mutually agreed by the Parties to provide for participation of Developer Directors and City Director in all matters coming before the Board of Directors.

ARTICLE 6: SPECIAL COVENANTS

Section 6.1. Records of the District. The District shall designate an appropriate official to be the official record keeper of the District, who shall keep proper books of record and account on behalf of the District in which full, true, and correct entries will be made of all dealings or transactions of or in relation to its business affairs in accordance with accounting principles generally accepted in the United States and consistently applied. The District shall furnish annual audited financial statements for each Fiscal Year no later than ninety (90) days following the end of such Fiscal Year. District financial audits shall be performed in coordination with City audits. All pertinent books, documents, and vouchers relating to District business, affairs, and properties shall at all times during regular business hours be open to the inspection of such accountant or other agent (who may make copies of all or any part thereof provided that the confidentiality of all records shall be maintained pursuant to such confidentiality agreements as reasonably required) as shall from time to time be designated and compensated by the inspecting party.

Section 6.2. Collateral Assignment.

A. Developer and its successors and assigns shall have the right, without the City's consent, to collaterally assign to any Secured Lender as collateral any and all of Developer's rights and/or obligations under this Agreement, and such Secured Lender shall have the right to perform any term, covenant, condition or agreement and to remedy, in accordance with the terms of this Agreement, any default by Developer under this Agreement, and City shall accept such performance by any such Secured Lender with the same force and effect as if furnished by Developer. No Secured Lender shall be personally liable or obligated to perform the obligations of Developer under the Agreement unless and until such Secured Lender takes possession of the property as a mortgagee or by a receiver appointed at the request of mortgagee or becomes the owner of the fee estate of property within the District by foreclosure, or deed in lieu of foreclosure or otherwise.

B. Before a Secured Lender may exercise any rights of the Developer under the Agreement, the City shall receive: (a) within thirty (30) days following the date of such collateral assignment, a notice from Developer that it has entered into a collateral assignment with a Secured Lender in connection with the Property, which shall specify the name, address and telephone number of the Secured Lender, as well as the title, date and parties to the collateral assignment agreement; and (b) not less than ten (10) days' notice of the Secured Lender's intent to exercise its right to become the assignee of the Developer under the Agreement, which notice shall include the effective date of the collateral assignment, and the title, date and parties to such collateral assignment agreement. The City is entitled to rely upon representations made in the notices described in this paragraph without further investigation or inquiry.

C. Provided that the Developer has provided the City with notice of a collateral assignment as described in this Section, the City agrees to provide the Secured Lender with the same notice of default at the same time such notice is given to the Developer, and the Secured Lender shall have the same rights (but shall have no obligation) to cure, correct or remedy a default as are provided to the Developer.

Section 6.4. District Termination. The District shall terminate at the earlier of: (a) twenty-seven (27) years from the date the ordinance establishing the District is approved or (b) prior to the end of such term in accordance with the provisions of the CID Act and Petition, unless such termination date is extended by action of the City Council.

ARTICLE 7: DEFAULTS AND REMEDIES

Section 7.1. Default and Remedies. An Event of Default shall occur upon the failure by either Party in the performance of any covenant, agreement or obligation imposed or created by this Agreement and the continuance of such failure for thirty (30) days after the other Party has given written notice to such Party specifying such failure; provided, however, if such failure cannot be reasonably cured within thirty (30) days, the defaulting Party shall have a reasonable amount of time (not to exceed ninety (90) days) to complete such cure.

If any Event of Default has occurred and is continuing, then any non-defaulting party may, upon its election or at any time after its election while such default continues, by mandamus or other suit, action or proceedings at law or in equity, enforce its rights against the defaulting party and its officers, agents and employees, and require and compel duties and obligations required by the provisions of this Agreement.

Section 7.2. Rights and Remedies Cumulative. The rights and remedies maintained by any Party under this Agreement 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. Any Party shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened

breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and any Party hereby waives the right to raise such defense in any proceeding in equity.

Section 7.3. Waiver of Breach. No waiver of any breach of any covenant or agreement contained in this Agreement 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 an Event of Default, a non-defaulting Party may nevertheless accept from the defaulting party, any payment or payments without in any way waiving the non-defaulting party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting party.

Section 7.4. Excusable Delays. No Party shall be deemed to be in default of this Agreement because of Excusable Delays. Excusable Delays shall extend the time of performance for the period of such Excusable Delay.

ARTICLE 8: MISCELLANEOUS

Section 8.1. Effective Date and Term. This Agreement shall become effective on the date this Agreement has been fully executed by the Parties. This Agreement shall remain in effect for as long as the District is legally in existence.

Section 8.2. Immunities. No recourse shall be had for any claim based thereon or upon any representation, obligation, covenant or agreement in this Agreement contained against any past, present or future officer, member, employee, director or agent of the City or the District, or of any successor thereto, as such, either directly or through the City or the District, or any successor thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

The Developer shall indemnify, release, defend, be responsible for and forever hold harmless the City and the District, their officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities of any character and from any cause whatsoever, brought because of loss or damage received or sustained, by any person, persons, property owners or property arising out of or resulting from any act, error, omission, or intentional act of the Developer or its agents, employees, or subcontractors, to the extent conducted pursuant to this Agreement and/or in connection with the ownership, design, development, redevelopment, use or occupancy of the property within the District or a portion thereof and the CID Improvements.

Section 8.3. Modification. The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement among the City, the District and the Developer. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

Section 8.4. Jointly Drafted. The Parties agree that this Agreement has been jointly drafted and shall not be construed more strongly against another Party.

Section 8.5. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

Section 8.6. Validity and Severability. It is the intention of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of State of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

Section 8.7. Execution of Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 8.8. City Approvals. Unless specifically provided to the contrary herein, all approvals of the City hereunder may be given by the Mayor or his or her designee without the necessity of any action by the City Council.

Section 8.9. District Approvals. Unless specifically provided to the contrary herein, all approvals of the District hereunder may be given by the Executive Director of the District or his or her designee without the necessity of any action by the Board of Directors.

Section 8.10. Electronic Storage. The parties agree that the transactions described herein may be conducted and related documents may be received, sent 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 8.11. Recordation of Memorandum of Agreement. The Parties agree to execute and deliver a memorandum of this Agreement, in the form attached hereto as ***Exhibit D*** (the "***Memorandum of Agreement***") within sixty (60) days of execution of this Agreement. Such Memorandum of Agreement shall be recorded by the Developer in the land records of Jackson County, Missouri.

Section 8.12. Notices. Any notice, demand, or other communication required by this Agreement to be given by either party hereto to the other shall be in writing and shall be sufficiently given or delivered if (i) dispatched by certified United States First Class Mail, postage prepaid, (ii) delivered personally or by a reputable overnight delivery service, or (iii) delivered by electronic mail to all parties listed below. Mailed notices shall be deemed effective on the third day after mailing and all other notices shall be effective when delivered.

To the City:	City of Blue Springs, Missouri 903 West Main Street Blue Springs, Missouri 64015 Attn: City Administrator Email: ccates@bluespringsmo.gov
With a copy to:	Gilmore & Bell, P.C. 2405 Grand Blvd., Suite 1100 Kansas City, Missouri 64108 Attn: Sarah Granath Email: sgranath@gilmorebell.com

To the District:	MajorLux II Community Improvement District c/o Polsinelli PC 900 W. 48th Place, Suite 900 Kansas City, Missouri 64112 Attn: Vince Cuezze and Amy Grant Email: vcuezze@polsinelli.com agrant@polsinelli.com
To the Developer:	LUXE TWO LLC 3129 South Redtail Drive Blue Springs, Missouri 64015 Attn: David Williams and Major Hammett Email: dwilliams@finklewilliams.com major@k8funding.com

or to such other address or email address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this paragraph.

[*Remainder of this page intentionally left blank*]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF BLUE SPRINGS, MISSOURI

By: _____
Chris Lievsay, Mayor

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this ____ day of _____, 2026 before me appeared, Chris Lievsay, who being, by me duly sworn, did say that he is the Mayor of the **CITY OF BLUE SPRINGS, MISSOURI**, a Missouri constitutional charter city and municipal corporation, and did say that said instrument was signed and sealed on behalf of said City, by authority of its City Council, and said Mayor acknowledged said instrument to be the free act and deed of said City.

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

(SEAL)

My commission expires: _____

MAJORLUX II COMMUNITY IMPROVEMENT DISTRICT

By: _____
David Williams, Executive Director

STATE OF Missouri)
) **SS.**
COUNTY OF Jackson)

On this 12th day of August, 2026, before me appeared David Williams, who being by me duly sworn, did say that he is the Executive Director of the **MAJORLUX II COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district organized and existing under the laws of the State of Missouri, and that said instrument was signed in behalf of said District by authority of its Board of Directors and said individual acknowledged said instrument to be the free act and deed of said District.

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

(SEAL)

My commission expires: 4/18/2027

LINDSAY BURTON
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES APRIL 18, 2027
JACKSON COUNTY
COMMISSION #23578548

LUXE TWO LLC

By: _____
David Williams, Managing Member

STATE OF Missouri)
) **SS.**
COUNTY OF Jackson)

On this 12th day of August, 2026, before me appeared David Williams, who being by me duly sworn, did say that he is the Managing Member of **LUXE TWO LLC**, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company and said individual acknowledged said instrument to be the free act and deed of said limited liability company.

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

(SEAL)

My commission expires: 4/18/2027

LINDSAY BURTON
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES APRIL 18, 2027
JACKSON COUNTY
COMMISSION #23578548

EXHIBIT A

CID IMPROVEMENTS

IMPROVEMENT**	**COST***
Asphalt Paving and Paving Markers	$267,519
Subtotal:	**$267,519**
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.

**Only items permitted by the CID Act shall be eligible to be financed with District Sales Tax.

EXHIBIT B

FORM OF LETTER TO THE MISSOURI DEPARTMENT OF REVENUE

MAJORLUX II
COMMUNITY IMPROVEMENT DISTRICT
_____
Blue Springs, Missouri

_____ ___, 2026

Missouri Department of Revenue
Customer Services Division
Sales/Use Tax
P.O. Box 3380
Jefferson Village, MO 65105-3380

Re: Remittance of Sales Tax Revenue for the MajorLux II Community Improvement District to the City of Blue Springs, Missouri

Dear Sir or Madam:

The MajorLux II Community Improvement District (the "***District***") hereby authorizes the Missouri Department of Revenue (the "***Department***") to remit directly to the City of Blue Springs, Missouri (the "***City***") all District sales tax revenue collected by the Department. In accordance with that certain Cooperative Agreement entered into by the District, LUXE TWO, LLC, and the City dated _____ __, 2026 (the "***Cooperative Agreement***"), the City shall deposit all District sales tax revenue into a separate fund of the City from other bank accounts of the City and disburse such funds in accordance with the Cooperative Agreement. Identifying information for the special account is included on the attached ACH agreement.

Pursuant to the Cooperative Agreement, the City will perform all functions incident to the administration of the District sales tax revenue.

Sincerely,

_____
Executive Director,
MajorLux II Community Improvement District

EXHIBIT C

FORM OF COST CERTIFICATION

Date: _____

CERTIFICATION OF COSTS PURSUANT TO THE COOPERATIVE AGREEMENT RELATING TO THE MAJORLUX II COMMUNITY IMPROVEMENT DISTRICT

To: City of Blue Springs, Missouri (the "***City***")

LUXE TWO LLC, a Missouri limited liability company ("***Developer***") hereby requests reimbursement from District Sales Tax Revenues in accordance with this request and the Cooperative Agreement (the "***Cooperative Agreement***") among the City, the District and the MajorLux II Community Improvement District (the "***District***"), and hereby states and certifies as follows:

1. Capitalized terms used but not defined in this Cost Certification have the meanings given in the Cooperative Agreement.

2. The following costs (the "***Certified Costs***") have been paid by the Developer and are hereby submitted for reimbursement from District Sales Tax Revenues held by the City under the Cooperative Agreement:

Cost Description	***Contractor or Service Provider***	***Amount***

3. Each item included as a Certified Cost in this Cost Certification is a valid cost of implementing the CID Improvements authorized under CID Act and described in the Petition and the Cooperative Agreement or is a valid cost of formation of the District.

4. The Certified Costs included in this Cost Certification are reasonable costs that are payable under the Petition and reimbursable to the Developer under the Cooperative Agreement.

5. No item included in the above request has previously been paid or reimbursed from District Sales Tax Revenues and no part thereof has been included in any other Cost Certification previously filed by the Developer.

6. The Developer is not in material default of any provision of the Cooperative Agreement.

SIGNATURE PAGE TO COST CERTIFICATION

Certified by:

LUXE TWO LLC

By: _____
Name: _____
Title: _____

Approved and Accepted:

CITY OF BLUE SPRINGS, MISSOURI

By: _____
Name: _____
Title: _____

EXHIBIT D

MEMORANDUM OF COOPERATIVE AGREEMENT

[SEE ATTACHED]

Title of Document:	MEMORANDUM OF COOPERATIVE AGREEMENT
Date of Document:	_____ ___, 2026
*Grantor:	LUXE TWO LLC
Grantor's Address:	3129 South Redtail Drive Blue Springs, Missouri 64015
*Grantees:	CITY OF BLUE SPRINGS, MISSOURI MAJORLUX II COMMUNITY IMPROVEMENT DISTRICT
Grantees' Addresses:	903 West Main Street Blue Springs, Missouri 64015 900 West 48th Place, Suite 900 Kansas City, Missouri 64112
Legal Description:	See ***Exhibit A*** attached hereto.
References:	N/A

*Titles are for indexing purposes only

MEMORANDUM OF COOPERATIVE AGREEMENT

THIS MEMORANDUM OF COOPERATIVE AGREEMENT (this "***Memorandum***") is made and entered into this ____ day of _____, 2026 (the "***Effective Date***") by and among LUXE TWO LLC, a Missouri limited liability company ("***Developer***"), the CITY OF BLUE SPRINGS, MISSOURI, constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri ("***City***"), and MAJORLUX II COMMUNITY IMPROVEMENT DISTRICT, a community improvement district and political subdivision of the State of Missouri ("***District***"). Developer, City, and District may each be referred to herein as a "***Party***" and collectively as the "***Parties***".

RECITALS

A. On April 9, 2026, City, as the then-owner of that certain real property located in Blue Springs, Jackson County, Missouri, as legally described in ***Exhibit 1*** attached hereto (the "***Property***") filed with the City Clerk of the City of Blue Springs, Missouri, that certain Petition for Establishment of the MajorLux II Community Improvement District.

B. On May 4, 2026, the City Council of Blue Springs, Missouri (the "***City Council***") passed Ordinance No. 5496, which approved the Petition and established the MajorLux II Community Improvement District within the boundaries of the Property.

C. On _____ ___, 2026, the City Council passed Ordinance No. [_____], which approved that certain Cooperative Agreement among Developer, City, and District (the "***Cooperative Agreement***").

D. The Parties hereby agree and desire to record this Memorandum to give notice of the existence of the terms and provisions of the Cooperative Agreement, each and all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. The Parties do now make and enter into this Memorandum, and record the same, to put of record the existence of the Cooperative Agreement, and to cause the obligations arising pursuant to the Cooperative Agreement to be a covenant running with the land, binding the successors and assigns of the Parties.

2. All the terms and conditions of the Cooperative Agreement are more fully set forth in the Cooperative Agreement and are incorporated herein by this reference.

3. This Memorandum is not intended to alter or amend the terms of the Cooperative Agreement. In the event of any conflict between this Memorandum and the Cooperative Agreement, the terms of the Cooperative Agreement shall control.

4. This Memorandum may be executed in counterparts. Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in the Cooperative Agreement.

[*Remainder of page intentionally left blank; signature pages follow*.]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Cooperative Agreement as of the date first written below.

DEVELOPER:

LUXE TWO LLC,
a Missouri limited liability company

By: _____
David Williams, Managing Member

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 2026, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came David Williams, Managing Member of LUXE TWO LLC, a Missouri limited liability company, who is personally known to me to be the same person who executed the within instrument on behalf of said limited liability company and such person duly acknowledged the execution of the same to be the act and deed of said limited liability company.

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

_____
NOTARY PUBLIC

_____
Printed Name

My Commission Expires:

_____

[SEAL]

CITY:

CITY OF BLUE SPRINGS, MISSOURI

By: _____
Chris Lievsay, Mayor

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this ____ day of _____, 2026 before me appeared, Chris Lievsay, who being, by me duly sworn, did say that he is the Mayor of the **CITY OF BLUE SPRINGS, MISSOURI**, a Missouri constitutional charter city and municipal corporation, and did say that said instrument was signed and sealed on behalf of said City, by authority of its City Council, and said Mayor acknowledged said instrument to be the free act and deed of said City.

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

(SEAL)

My commission expires: _____

DISTRICT:

MAJORLUX II COMMUNITY IMPROVEMENT DISTRICT

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 2026, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, the _____of the MAJORLUX II COMMUNITY IMPROVEMENT DISTRICT, a political subdivision existing under the laws of the State of Missouri, who is personally known to me to be the same person who executed the within instrument on behalf of said entity and such person duly acknowledged the execution of the same to be the act and deed of said entity.

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

_____
NOTARY PUBLIC

_____
Printed Name

My Commission Expires:

_____

[SEAL]

EXHIBIT 1 TO MEMORANDUM OF COOPERATIVE AGREEMENT

LEGAL DESCRIPTION OF PROPERTY

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

Council Meeting Date: August 17, 2026

Agenda Item #: 7

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: July 23, 2026

ITEM TYPE: Ordinance

SUBMITTED BY: Christine Cates

CONTRACT NUMBER: N/A

DEPARTMENT: Administration

STRATEGIC PLAN PRIORITY: Infrastructure

ITEM DESCRIPTION

Passage of a Bill approving a ballot issue for the General Election on November 3, 2026 for a Local Use Tax to fund streets and other capital improvements.

BACKGROUND

Pursuant to the authority granted by the provisions of Sections 144.600 through 144.761 RSMo,, the City of Blue Springs is authorized to ask voters to approve a Use Tax.

A Use Tax applies to purchases from out-of-state retailers. Currently, someone making local purchases pays the City sales tax rate of 2 ½% on every purchase (1% General Fund, ½% Public Safety Fund, ½% Parks Fund, and ½% Transportation Fund). The City currently does not have a voter-approved Local Use Tax. Previous ballot measures in April 2018 and August 2022 were defeated by the voters.

A Local Use Tax applies to the purchase of goods from out-of-state businesses delivered

to a Blue Springs address. A purchase will not be subject to both a use tax and a sales tax.

The City will dedicate revenue from the Local Use Tax to streets and other capital improvements. It is estimated that dedicating Local Use Tax revenue to streets would allow the City to complete the overlay of all 438.96 lane miles by 2032 and establish a sustainable 10- to 15-year Preventive Pavement Management Program. Without the Local Use Tax, and relying solely on the Transportation Sales Tax, most City streets would not be overlaid until approximately 2036, resulting in a significantly longer 20- to 25-year pavement management cycle.

Neighboring cities Lee's Summit and Independence passed Use Tax measures in 2020. If approved by voters in November 2026, the collection of the tax would begin on April 1, 2027.

FINANCIAL IMPACT

INFORMATION	DETAIL
Contractor:	N/A

PROJECT TIMELINE

INFORMATION	DETAIL
Estimated Start Date	April 1, 2027
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. Bill with Notice of Election attached as Exhibit A

REVIEWED BY

Requesting Director: Christine Cates

Legal: Jennifer Baird

Administration: George Schmitz

City Administrator: Christine Cates

Budget: N/A

Introduced by Councilmember _____ BILL 5425

ORDINANCE_____

AN ORDINANCE IMPOSING A USE TAX FOR THE PURPOSE OF FUNDING STREETS AND OTHER CAPITAL IMPROVEMENTS AT THE RATE OF TWO AND ONE-HALF PERCENT (2 1/2%) FOR THE PRIVILEGE OF STORING, USING OR CONSUMING WITHIN THE CITY ANY ARTICLE OF TANGIBLE PERSONAL PROPERTY PURSUANT TO THE AUTHORITY GRANTED BY AND SUBJECT TO THE PROVISIONS OF SECTIONS 144.600 THROUGH 144.761 RSMO; PROVIDING FOR THE USE TAX TO BE REPEALED, REDUCED OR RAISED IN THE SAME AMOUNT AS ANY CITY SALES TAX IS REPEALED, REDUCED OR RAISED; AND PROVIDING FOR SUBMISSION OF THE PROPOSAL TO THE QUALIFIED VOTERS OF THE CITY FOR THEIR APPROVAL AT THE GENERAL ELECTION CALLED AND TO BE HELD IN THE CITY ON NOVEMBER 3, 2026; PROPOSING THE FORM OF THE BALLOT TO BE EMPLOYED AT SAID ELECTION; AND DIRECTING THE CITY CLERK TO DO ALL THINGS CALLED FOR BY LAW IN CONNECTION WITH THE HOLDING OF SAID ELECTION

WHEREAS, the City Council of the City of Blue Springs, Missouri has imposed local sales taxes, as defined in Section 32.085 RSMo, at the rate of two and one-half percent (2 1/2%); and

WHEREAS, the City is authorized, under Section 144.757 RSMo, to impose a local use tax at a rate equal to the rate of the local sales taxes in effect in the City; and

WHEREAS, the proposed City use tax cannot become effective until approved by the voters at a municipal, county or state general, primary or special election; and

WHEREAS, the City Council has determined that the use tax, if approved by voters on November 3, 2026, would be used for the purpose of funding streets and other capital improvements.

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

Section 1. Pursuant to the authority granted by, and subject to, the provisions of Sections 144.600 through 144.761 RSMo, a use tax for general revenue purposes is imposed for the privilege of storing, using or consuming within the City any article of tangible personal property. This tax does not apply with respect to the storage, use or consumption of any article of tangible personal property purchased, produced or manufactured outside this state until the transportation of the article has finally come to rest within this City or until the article has become commingled with the general mass of property of this City.

Section 2. The rate of the tax shall be two and one-half percent (2 1/2%) for the purpose of funding streets and other capital improvements. If any city sales tax is repealed or the rate thereof is reduced or raised by voter approval, the city use tax rate also shall be deemed to be repealed, reduced or raised by the same action repealing, reducing or raising the city sales tax.

Section 3. This tax shall be submitted to the qualified voters of the City of Blue Springs, Missouri, for their approval, as required by the provisions of Section 144.757 RSMo, at the General Election called and to be held in the City on November 3, 2026. The form of Notice of Election containing the question of approval of this Ordinance, a copy of which is attached hereto as Exhibit "A" and made a part hereof, is hereby approved.

Section 4. The City Clerk is hereby authorized and directed to notify the Jackson County Board of Election Commissioners of Jackson County, Missouri, of the passage

of this Ordinance no later than 4:00 P.M. on Tuesday, August 25, 2026, and to include in said notification all the terms and provisions required by Chapter 115, RSMo. The ballot of submission shall contain substantially the following language:

> Shall the City of Blue Springs, Missouri impose a local use tax at the same rate as the total local sales tax rate, currently 2.5%, provided that if the local sales tax rate is reduced or raised by voter approval, the local use tax rate shall also be reduced or raised by the same action?
>
> If this question is approved, the City of Blue Springs would begin collecting a use tax from sales made to Blue Springs buyers by online and out of state vendors that are not currently taxed. The funds derived from the use tax will fund streets and other capital improvements.
>
> YES ☐
> NO ☐
>
> INSTRUCTIONS TO VOTERS:
>
> If you are in favor of the question, place an "X" in the box opposite "Yes." If you are opposed to the question, place an "X" in the box opposite "No."

Section 5. Within ten (10) days after the approval of this ordinance by the qualified voters of the City of Blue Springs, Missouri, the City Clerk shall forward to the Director of Revenue of the State of Missouri by United States registered mail or certified mail, a certified copy of this ordinance together with certifications

of the election returns and accompanied by a map of the City clearly showing the boundaries thereof.

Section 6. That this Ordinance shall be in full force and effect from and after its passage and approval.

Section 7. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 17th day of August 2026.

CITY OF BLUE SPRINGS

_____

Chris Lievsay, Mayor

ATTEST:

_____

Erin Ford, City Clerk

1st Reading: _____

2nd Reading: _____

EXHIBIT A

NOTICE OF GENERAL ELECTION

CITY OF BLUE SPRINGS, MISSOURI

Notice is hereby given to the qualified voters of the City of Blue Springs, Missouri, that the City Council of the City has called an election to be held in the City on November 3, 2026, commencing at 6:00 A.M. and closing at 7:00 P.M., on the question contained in the following sample ballot:

OFFICIAL BALLOT

CITY OF BLUE SPRINGS, MISSOURI
November 3, 2026

QUESTION

Shall the City of Blue Springs, Missouri impose a local use tax at the same rate as the total local sales tax rate, currently 2.5%, provided that if the local sales tax rate is reduced or raised by voter approval, the local use tax rate shall also be reduced or raised by the same action?

If this question is approved, the City of Blue Springs would begin collecting a use tax from sales made to Blue Springs buyers by online and out of state vendors that are not currently taxed. The funds derived from the use tax will fund streets and other capital improvements.

YES ☐
NO ☐

INSTRUCTIONS TO VOTERS:

If you are in favor of the question, place an "X" in the box opposite "Yes." If you are opposed to the question, place an "X" in the box opposite "No."

The election will be held at the following polling places in the City:

PRECINCT	**POLLING PLACE**
_____	_____
_____	_____

DATED: _____, 2026.

EXHIBIT A

_____

Jackson County Board of Election
Commissioner

Council Meeting Date: August 17, 2026

Agenda Item #: 8

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: August 13, 2026

ITEM TYPE: Discussion

SUBMITTED BY: Nic Hutchison

CONTRACT NUMBER: N/A

DEPARTMENT: City Development

STRATEGIC PLAN PRIORITY: Balanced Growth

ITEM DESCRIPTION

Discussion related to Outdoor Storage Zoning Compliance and Policy Direction.

BACKGROUND

Pointe of Hope Church owns the property that was formerly the site of 84 Lumber. The church use on the adjacent parcel was previously approved; however, the outdoor storage of recreational vehicles, boats, trailers on the former lumber yard parcel was not approved as a use.

Following code enforcement, the property owner filed applications to bring the outdoor storage use into compliance. Under the Unified Development Code as currently written, staff identified rezoning the storage parcel from General Business to Regional Commercial RC, together with a Conditional Use Permit (CUP) as the appropriate path forward for the existing outdoor storage use. The applicant proceeded with those

applications based on staff direction.

During the last City Council meeting, consideration of an alternative policy approach was raised: retain the existing General Business zoning and consider a citywide text amendment that would allow a specifically defined outdoor storage use in General Business through a CUP and applicable performance standards. The public hearing on the pending applications have concluded, and the applications have been continued to the first meeting in September.

The purpose of this discussion item is to obtain City Council policy direction on whether staff should evaluate General Business text amendment as an alternative to the pending Regional Commercial rezoning. No final action on the pending rezoning or CUP applications is requested. Staff and legal will also evaluate the procedural and legal issues that need to be resolved before the September meeting.

FINANCIAL IMPACT

INFORMATION	DETAIL
Contractor:	N/A

PROJECT TIMELINE

INFORMATION	DETAIL
Estimated Start Date	August 18, 2026
Estimated End Date	N/A

STAFF RECOMMENDATION

Staff recommends that Council provide policy direction on whether staff should evaluate a citywide text amendment allowing a specifically defined outdoor storage use in the

General Business District through a Conditional Use Permit. If Council supports this alternative, staff recommends developing the amendment and performance standards through the normal UDC amendment process while keeping the pending applications in the current status pending Legal's guidance on procedure.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Development Advisory Committee and Planning Commission if text amendment is directed.

Date: TBD

Action: Review and recommend any proposed changes to the UDC

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Pointe of Hope Policy Discussion Memo

REVIEWED BY

Requesting Director: Nic Hutchison

Legal: Jennifer Baird

Administration: George Schmitz

City Administrator: Christine Cates

Budget: N/A

BLUE SPRINGS
CITY DEVELOPMENT

TO: Mayor and City Council
FROM: Nic Hutchison, AICP
Director of City Development
DATE: August 17, 2026
SUBJECT: Policy discussion and direction on outdoor storage compliance

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EXECUTIVE SUMMARY

The Pointe of Hope applications currently before the City seek two related approvals: rezoning Tract 3 from General Business (GB) to Regional Commercial (RC), and a Conditional Use Permit (CUP) to allow outdoor storage of recreational vehicles, boats, and trailers subject to site-specific conditions. Staff identified this path because the current UDC does not provide an applicable approval path for this customer-storage use in General Business. The public hearing has concluded and the applications have been continued to the first City Council meeting in September. For the August 17 discussion, no action on the pending applications is requested. Council is being asked whether staff should evaluate a citywide text amendment that would allow a specifically defined outdoor-storage use in General Business through a CUP. If Council directs that evaluation, staff would develop the use-table amendment and performance standards through the normal review process while the pending applications remain continued, subject to legal guidance.

Policy Discussion

The purpose of the August 17 discussion is to obtain policy direction, not to take action on the pending rezoning or CUP. The applicant filed the current applications based on the compliance path available under the UDC as it exists today. Council raised a broader policy question: whether a narrowly defined outdoor-storage use should instead be eligible for consideration by CUP in the General Business District. A text amendment would apply citywide to all General Business properties and should therefore be evaluated as a city wide policy change rather than site-specific.

Recommended Direction

If Council is interested in a General Business alternative, staff recommends directing staff to evaluate a text amendment to the use table and associated performance standards of outdoor storage in General Business. The amendment would proceed through staff and legal review, Development Advisory Committee review, Planning Commission public hearing and

recommendation to City Council for consideration. If adopted, staff and the applicant would then follow the appropriate process for a site-specific General Business CUP. The existing applications will remain pending while this work occurs unless legal guidance advises a different process.

1. Conditional Use Permit Compared with a Planned Development

Topic	Conditional Use Permit	Planned Development
Basic function	Authorizes a use already listed as conditional within the existing zoning district.	Creates a special-purpose zoning district with an integrated plan and project-specific standards.
Zoning effect	Does not rezone the property. Rather applies additional conditions on top of the base zoning district.	Is a Zoning Map amendment adopted by ordinance.
Primary purpose	Case-specific compatibility review for a use whose impacts vary by location or operation.	Coordinated development using flexible standards to achieve a creative or innovative design not otherwise available under conventional zoning.
Approval structure	One discretionary land-use approval, accompanied by a site plan and enforceable conditions.	Two steps: a concept plan with Planned Development (PD) standards, followed by a more detailed Final Development Plan.
Changes	An amendment follows the same process as the original CUP.	Material changes to uses or development parameters generally require amendment of the PD zoning; qualifying minor final-plan changes may be administrative.

A Conditional Use Permit is therefore the appropriate tool when the zoning district already anticipates the use but requires site-specific review. A Planned Development is intended for a coordinated project that needs a customized zoning and design framework; it is not simply an alternative way to approve a single conditional use.

2. Why Rezone with CUP vs doing a Planned Development

A Planned Development would have been justified only if the project required a coordinated, customized development framework that could not be achieved through conventional zoning. The Unified Development Code specifically expects a Planned Development to provide creative or innovative design, flexible standards, and amenities warranting departures from ordinary zoning requirements. Pointe of Hope is a relatively straightforward application in that they are requesting to legalize a narrowly defined storage use, install screening, and prohibit related commercial

activities. Those issues can be addressed directly through Regional Commercial zoning, a Conditional Use Permit, and an approved site plan.

General Business did not provide an applicable approval path for the proposed outdoor RV, boat and trailer storge. Regional Commercial provided the applicable conditional use framework. The rezoning allows for the proper base zoning district to be established. The Conditional Use Permit provides Council the opportunity to determine site specific compatibility and impose enforceable screening and operational conditions.

3. Permitted and Conditionally Permitted Uses

Permitted use. A permitted use is allowed by right in the applicable zoning district, provided the development complies with all site, building, parking, landscaping, engineering, and other applicable standards. Administrative permits or site-plan approval may still be required, but discretionary approval of the use itself is not required.

Conditionally permitted use. A conditional use is not allowed by right. It may be approved only after the required public review finds that it is compatible with the particular site and surrounding area. The approval may include enforceable conditions addressing screening, access, drainage, hours, lighting, intensity, and other operational or site-design impacts.

Application to General Business and Regional Commercial

The UDC use tables assign different levels of permission to uses in General Business and Regional Commercial.

- Outdoor storage of RVs, boats, and trailers is not available in the General Business district as either a permitted use or the applicable conditional use.
- Regional Commercial provides the applicable conditional use framework for this type of storage activity; the use is not permitted by right.
- A property would have to be rezoned from General Business to Regional Commercial to make the Regional Commercial use table applicable but does not, by itself, authorize the outdoor storage use by right.
- A Conditional Use Permit separately authorizes the outdoor storage use and establishes site-specific conditions. Such as landscaping and a six-foot-tall solid privacy fence along the public right of ways and prohibit sales, display for sale, repair, maintenance, servicing, dismantling, and similar commercial activities.

Regional Commercial – Outdoor Storage Uses and Required Approvals

Classification	Approval	What may generally be outside
Outdoor Sales – Limited	Permitted	Limited merchandise display incidental to a business, subject to applicable standards.
Outdoor Sales and Service	Permitted	Items associated with an approved outdoor sales/service business
Outdoor Sales – Seasonal	Limited Use	Temporary seasonal merchandise, such as plants or holiday products.
Outdoor Sales – General	CUP Required	Larger or more intensive outdoor merchandise display
Outdoor Sales and Services – Equipment	CUP Required	Vehicles or equipment that constitute the business's approved for sales or rental inventory
Storage – Residential Warehouse	CUP Required	Personal property storage under the approved storage use and plan.

4. Compliance and Lapse Timeline

If the pending applications are approved, two related lapse provisions would apply. Section 403.060(D) governs the Conditional Use Permit, while Section 403.070(D) governs the accompanying site plan and design review. Read together, they establish separate permit-filing deadlines for building-related and non-building site plan elements. The dates below assume a September 8, 2026 approval date.

Deadline	Required filing	Effect
September 8, 2027 One year after approval	File the applicable building or occupancy permit application needed for the buildings and use shown in the CUP. For Pointe of Hope, this includes the building permit application for the required fence.	Preserves the CUP and satisfies the one-year building-related lapse provision, assuming the permit application covers the approved use and required fence.
September 8, 2028 Two years after approval	Submit the remaining approved site-plan elements for any required permits, including landscaping, screening, and other site improvements.	Preserves those remaining site-plan elements under the two-year lapse provision, unless a different schedule was expressly approved.

Uses permitted by right

Use	General Business (GB)	Regional Commercial (RC)
Assisted Living-General	Permitted	Permitted
Park/Trail/Green/Plaza	Permitted	Permitted
Parking Lot-Commercial	Permitted	Permitted
Assembly-Neighborhood/Community	Permitted	Permitted
School-Vocational/College	Not listed	Permitted
Hospital	Permitted	Permitted
Funeral Home	Permitted	Not listed
Library	Permitted	Permitted
Cultural Service	Permitted	Permitted
Public/Government Service	Permitted	Permitted
Golf Course	Permitted	Permitted
Office-Small/General/Large	Permitted	Permitted
Micro-Commercial	Permitted	Permitted
Retail-Small/Mid-Size/Warehouse	Permitted	Permitted
Retail-Large	Permitted	Permitted
Grocery Store/Supermarket	Permitted	Permitted
Outdoor Sales-Limited	Permitted	Permitted
Outdoor Sales and Services	Not permitted by right	Permitted
Marijuana Dispensary	Permitted	Permitted
Animal Care-Limited	Permitted	Permitted
Bank/Financial Institution	Permitted	Permitted
Bar/Tavern	Permitted	Not listed
Club/Private Club	Permitted	Permitted
Health Club	Permitted	Permitted
Hotel/Motel	Not listed	Permitted
Marina	Permitted	Not listed
Medical Services	Permitted	Permitted
Personal Services	Permitted	Permitted
Recreation and Entertainment-Indoor	Permitted	Permitted
Restaurant-Fast Food/General	Permitted	Permitted
Studio-Television/Film	Permitted	Permitted
Artisan/Micro-Manufacturing	Permitted	Permitted
Building or Construction Contractor	CUP required	Permitted
Manufacturing-Limited	Permitted	Permitted
Food Production-Limited	Permitted	Permitted
Research and Development	CUP required	Permitted
Recycling Collection Station	Permitted	Permitted
Marijuana Testing Facility	Permitted	Permitted
Marijuana Transportation Facility	Not listed	Permitted
Agricultural Sales and Services	Permitted	Not listed
Heliport/Helipad	Permitted	Not listed
Transit Facility	Not listed	Permitted
Utility-Minor	Permitted	Permitted

Uses requiring a Conditional Use Permit

Use	General Business (GB)	Regional Commercial (RC)
Multi-Family Housing	CUP	CUP
Group Home-Transitional Living	CUP	Not listed
Assembly-Auditorium	CUP	CUP
School-General	CUP	CUP
Cemetery	CUP	CUP
Service Station-Limited/General/Large	CUP	CUP
Tobacconist	CUP	CUP
Outdoor Sales-General	CUP	CUP
Outdoor Sales and Services	CUP	Permitted, subject to classification
Outdoor Sales and Services-Equipment	Not separately listed	CUP
Adult Entertainment	CUP	Not listed
Animal Care-Kennel/General	CUP	CUP
Body Art Services	CUP	CUP
Car Wash	Not listed	CUP
Day Care-Commercial	CUP	CUP
Haunted House	CUP	Not listed
Paintball Facility-Indoor	CUP	CUP
Recreation and Entertainment-Outdoor	CUP	CUP
Recreational Vehicle Park	Not listed	CUP
Shooting Range-Indoor	Not listed	CUP
Short-Term Loan Service	CUP	Not listed
Vehicle Repair-Limited	CUP	CUP
Vehicle Repair-General	Not listed	CUP, subject to special-use limitations
Building or Construction Contractor	CUP	Permitted
Research and Development	CUP	Permitted
Food Production-General	CUP	Not listed
Storage-Residential Warehouse	Not listed	CUP
Recycling Collection Center-Minor	CUP	CUP
Communication Tower	CUP	CUP
Military Service	CUP	CUP
Outdoor Advertising	CUP	CUP
Utility-Major	CUP	CUP

Conditional Use Permit Condition

A Conditional Use Permit provides Council with the opportunity to require additional improvements above standard code requirements if they believe the use would cause impacts to the adjacent area that need to be mitigated. Its critical that conditions relate to those identifiable impacts created by the use and the approval criteria. In terms of outdoor storage below are identifiable impacts:

Screening – Reduces the impact of items being stored outdoors.

Landscaping – Reduces the impact by buffering the use from adjacent properties

Fencing – Reduces the impact of items being stored outdoors

Surface – Reduces the impact that dust/mud would cause, and improves stormwater quality

Lighting – Light contained on site to avoid light pollution from impacting adjacent properties

Access – Reduce the impact of congestion and ensure vehicle/pedestrian safety

Setbacks – Reduces the impact of a development by providing ample space for site improvements, lot configuration, and cohesive development.

Comparison

Both General Business (GB) and Regional Commercial (RC) allow a broad range of commercial uses, but they ultimately serve distinct purposes as defined in the use tables above. General Business primarily supports general trades, highway-oriented businesses, and commercial services. While Regional Commercial allows for larger scale commercial activities that serve the community and regional markets. Regional Commercial provides a greater degree of flexibility for uses that would be considered higher-intensity, but it should not be viewed as a more intensive version of General Business because some uses allowed in General Business are not listed in Regional Commercial, and some in Regional Commercial are not listed in General Business.

It is important to note that neither district allows outdoor storage of vehicles, equipment, or merchandise by right. In General Business, outdoor commercial activities are limited or require a CUP, and customer storage of RVs, boats, trailers, trucks, or equipment is generally not authorized. Regional Commercial provides a greater degree of flexibility, but the outdoor storage must still be associated with a permitted or conditionally approved use. A standalone vehicle or equipment storage yard is not identified as a permitted use in either district.

Conclusion

Under the UDC as it exists today, the pending GB-to-RC rezoning and CUP provide the conventional path staff identified for consideration of the proposed outdoor-storage use. Monday's discussion presents a separate policy question: whether Council wants staff to evaluate a citywide amendment that would make a specifically defined outdoor-storage use eligible for CUP consideration in GB. Staff recommends keeping the pending applications continued while that policy option and the associated legal questions are evaluated. The billboard/sign issue should remain a separate review. No action on the pending applications is requested as part of the August 17 discussion.