BLUE SPRINGS
MISSOURI

CITY COUNCIL MEETING
Monday, September 21, 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 September 8, 2026 City Council meeting

   b. Liquor License for Powell Gardens located at 27610 E Wyatt Rd

   c. Resolution 067-2026 approving a contract with OATS for transportation services to Vesper Hall

   d. Resolution 068-2026 approving a contract with OATS for transportation in City limits

   e. Resolution 069-2026 approving a contract with OATS for day trips

   f. Board and Commission Appointment

   g. Resolution 070-2026 approving an updated Planning Division Fee Schedule

4. **Proclamation** – Constitution Week

5. **Public Hearing** – Unified Development Code Amendment related to Planned Development Final Plan (UDCT-08-26-9959)

6. Introduction and readings of Bill 5433 amending the Code of Ordinances related to Planned Development Final Plan (UDCT-08-26-9959)

7. **Public Hearing** – 2026 Property Tax Levy for the City of Blue Springs

8. Introduction and readings of Bill 5434 establishing the 2026 Property Tax Levy for the City of Blue Springs

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

10. **Second reading** of Bill 5426 adopting the City of Blue Springs 2026-27 Annual Budget

11. 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.

12. Councilmember Comments

13. Mayoral Comments

14. **Closed Session** – Discussion related to Litigation and Personnel pursuant to Sections 610.021 (1), (3) and (13)

Upcoming Meetings

Public Safety Citizen's Advisory Meeting – September 22, 6:00 PM
Planning Commission Meeting – September 28, 6:30 PM
City Council Meeting – October 5, 6:00 PM
Planning Commission Meeting – October 12, 6:30 PM
Public Arts Commission Meeting – October 14, 4:00 PM
Land Bank Meeting – October 19, 3:00 PM
City Council Meeting – October 19, 6:00 PM

This agenda was posted at City Hall and on the City's website on Friday, September 18, 2026.

Erin Ford, City Clerk

BLUE SPRINGS
MISSOURI

EXPLANATIONS

DATE: September 18, 2026

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

FROM: City Administrator Christine Cates

SUBJECT: Agenda Explanations

Item 3b – Liquor License for Powell Gardens

Approve a new liquor license for Powell Gardens Inc dba Powell Gardens Colonial Farms located at 27610 E Wyatt Rd to sell intoxicating liquors in the original package for consumption on the premises (weekdays only) and Sunday Sales. The location was formerly occupied by Colonial Gardens. Refer to Council Information Form from City Development Director Nic Hutchison for additional information.

Items 3c, 3d and 3e – Contract with OATS for Transportation Services

Adopt three resolutions approving one-year contracts with OATS, Inc. DBA OATS Transit totaling $144,064 for transportation services for seniors and disabled patrons in Blue Springs: (1) site transportation to and from Vesper Hall Monday – Friday; (2) community transportation to and from locations within Blue Springs city limits Tuesdays, Wednesdays, and Thursdays; and (3) transportation to day trips from Vesper Hall. Refer to Council Information Form from Parks and Recreation Director Justin Stuart for additional information.

Item 3f – Board and Commission Appointment

Pursuant to Blue Springs Home Rule Charter Section 4.4.C - Powers and Duties; Appointments: The Mayor, with the advice and consent of the majority of the Council, shall appoint all members of committees, boards, and commissions. Refer to Council Information Form from City Clerk Erin Ford for additional information.

Item 3g – Updated City Development Fee Schedule

Adopt a Resolution approving the revised Planning Division Fee Schedule. Refer to Council Information Form from City Development Director Nic Hutchison for additional information.

Items 5 & 6 – Code Amendment Related to Planned Development Concept Plan

A public hearing is being held at the request of the City of Blue Springs for consideration of amendments to the Unified Development Code (UDCT-08-26-9959). Upon conclusion of the public hearing, a Bill approving the amendments to various sections of Chapter 403 of the City of Blue Springs Unified Development Code will be ready for introduction and readings. Refer to Council Information Form from City Development Director Nic Hutchison for additional information.

Items 7 & 8 – 2026 Property Tax Levy for the City of Blue Springs

A public hearing is being held to receive public comment on the 2026 Property Tax Levy for the City of Blue Springs. Upon conclusion of the public hearing, a Bill establishing the 2026 Property Tax Levy will be ready for introduction and readings. Refer to Council Information Form from Finance Senior Director Karen Van Winkle for additional information.

Item 10 – City of Blue Springs 2026-27 Budget

Second reading of Bill 5426 approving the Fiscal Year 2026-27 Budget. The public hearing and first reading of this Bill was held on September 8, 2026. Refer to Council Information Form from City Administrator Christine Cates for additional information.

BLUE SPRINGS
MISSOURI

MINUTES OF SEPTEMBER 8, 2026 CITY COUNCIL MEETING

MEETING INFORMATION

A meeting of the City Council of the City of Blue Springs, Missouri, was held on Tuesday, September 8, 2026 at 5:00 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.

CALL MEETING TO ORDER

Mayor Lievsay called the meeting to order at 5:00 p.m.

CLOSED SESSION

At 5:00 p.m., Councilmember Kaylor moved for the Council go into closed session pursuant to Section 610.021(1), (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 Litigation and 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 Brummel and carried with the following:

VOTE

Kaylor – Aye

Tholen – Aye

DRAFT

Brummel – Aye

Ericson – Aye

Markworth – Aye

Rowan – Aye

Mayor Lievsay – Aye

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.

INVOCATION AND PLEDGE

Mayor Lievsay led in the pledge of allegiance.

CALL MEETING TO ORDER AND CONFIRMATION OF QUORUM

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

CONSENT AGENDA

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

- Minutes of the August 17, 2026 City Council Meeting, August 24, 2026 Special City Council Meeting and August 26, 2026 City Council Comprehensive Plan Meeting
- **Resolution No. 062-2026** 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. 063-2026** appointing the Downtown Blue Springs Community Improvement District Directors.
- **Resolution No. 064-2026** approving a contract in the amount of $1,074,132.00 with Landscape Structures, Inc., for installation services for the playground at Southwest Park, CIP # PR-71.
- **Resolution No. 065-2026** approving a contract in the amount of $334,416.47 with Blink Marketing Inc dba Blink Signs for the purchase and construction of a Downtown Monument Sign located at 7 Highway and Main Street.

The Consent Agenda was approved with the following:

VOTE

Kaylor – Aye

Tholen – Aye

Brummel – Aye

Ericson – Aye

Markworth – Aye

Rowan – Aye

Mayor Lievsay – Aye

POINT OF HOPE REZONING AND CONDITIONAL USE PERMIT – WITHDRAWN BY APPLICANT

Mayor Lievsay advised the Council that the applicant, Chuck Evans, requested the consideration of the Rezoning (RZ-06-26-9922) and Conditional Use Permit (CUP-06-26-9923) for Point of Hope located at 1211 NW 7 Hwy has been withdrawn.

PUBLIC HEARING – 2026-27 ANNUAL BUDGET

Mayor Lievsay opened the Public Hearing at 6:02 p.m. to receive public comment on the proposed Fiscal Year (FY) 2026-27 Budget. The City Clerk entered one exhibits into the record.

STAFF REPORT

City Administrator Christine Cates reviewed the details of the proposed Fiscal Year 2026-27 Budget and addressed questions from the Council.

The Mayor hearing no further comments for or against, closed the public hearing at 6:16 p.m.

INTRODUCTION AND FIRST READING OF BILL NUMBER 5426 – 2026-27 ANNUAL BUDGET

Councilmember Kaylor introduced Bill Number 5426 approving Fiscal Year 2026-27 Budget. City Clerk Erin Ford made the first reading of Bill No. 5426 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Tholen moved to approve Bill No. 5426 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Brummel and carried unanimously.

INTRODUCTION AND FIRST READING OF BILL NUMBER 5427 – CODE AMENDMENT REGARDING OFFESNSES

Councilmember Kaylor introduced Bill Number 5427 amending Chapter 220 of the Blue Springs Code of Ordinances regarding offenses. City Clerk Erin Ford made the first reading of Bill No. 5427 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Tholen moved to approve Bill No. 5427 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Brummel and carried unanimously.

SECOND READING – BILL NUMBER 5427

Ms. Ford made the second reading of Bill Number 5427 by title. Councilmember Ericson moved to adopt Bill Number 5427 upon its second reading and give it ORDINANCE Number 5519, 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

INTRODUCTION AND FIRST READING OF BILL NUMBER 5428 – CODE AMENDMENT REGARDING PANHANDLING AND HANDBILLS

Councilmember Kaylor introduced Bill Number 5428 amending Chapter 220 of the Blue Springs Code of Ordinances regarding panhandling and handbills. City Clerk Erin Ford made the first reading of Bill No. 5428 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Tholen moved to approve Bill No. 5428 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Brummel and carried unanimously.

SECOND READING – BILL NUMBER 5428

Ms. Ford made the second reading of Bill Number 5428 by title. Councilmember Ericson moved to adopt Bill Number 5428 upon its second reading and give it ORDINANCE Number 5520, with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Rowan and carried with the following:

VOTE

Brummel – Aye

Ericson – Aye

Markworth – Aye

Rowan – Aye

Kaylor – Aye

Tholen – Aye

Mayor Lievsay – Aye

INTRODUCTION AND FIRST READING OF BILL NUMBER 5429 – CODE AMENDMENT REGARDING TRAFFIC REGULATIONS

Councilmember Kaylor introduced Bill Number 5429 amending Chapter 310 of the Blue Springs Code of Ordinances regarding traffic regulations. City Clerk Erin Ford made the first reading of Bill No. 5429 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Tholen moved to approve Bill No. 5429 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Brummel and carried unanimously.

SECOND READING – BILL NUMBER 5429

Ms. Ford made the second reading of Bill Number 5429 by title. Councilmember Ericson moved to adopt Bill Number 5429 upon its second reading and give it ORDINANCE Number 5521, with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Rowan and carried with the following:

VOTE

Ericson – Aye

Markworth – Aye

Rowan – Aye

Kaylor – Aye

Tholen – Aye

Brummel – Aye

Mayor Lievsay – Aye

INTRODUCTION AND FIRST READING OF BILL NUMBER 5430 – CODE AMENDMENT REGARDING STUNT DRIVING

Councilmember Kaylor introduced Bill Number 5430 amending Chapter 340 of the Blue Springs Code of Ordinances regarding stunt driving. City Clerk Erin Ford made the first reading of Bill No. 5430 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Tholen moved to approve Bill No. 5430 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Brummel and carried unanimously.

SECOND READING – BILL NUMBER 5430

Ms. Ford made the second reading of Bill Number 5430 by title. Councilmember Ericson moved to adopt Bill Number 5430 upon its second reading and give it ORDINANCE Number 5522, with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Rowan and carried with the following:

VOTE

Markworth – Aye

Rowan – Aye

Kaylor – Aye

Tholen – Aye

Brummel – Aye

Ericson – Aye

Mayor Lievsay – Aye

INTRODUCTION AND FIRST READING OF BILL NUMBER 5431 – JACKSON COUNTY GRANT FOR CENTRAL PARK

Councilmember Kaylor introduced Bill Number 5431 approving an Intergovernmental Agreement with Jackson County, Missouri for 2026 Infrastructure Grant Project funding for Central Park Improvements. City Clerk Erin Ford made the first reading of Bill No. 5431 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Tholen moved to approve Bill No. 5431 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Brummel and carried unanimously.

SECOND READING – BILL NUMBER 5431

Ms. Ford made the second reading of Bill Number 5431 by title. Councilmember Ericson moved to adopt Bill Number 5431 upon its second reading and give it ORDINANCE Number 5523, with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Rowan and carried with the following:

VOTE

Rowan – Aye

Kaylor – Aye

Tholen – Aye

Brummel – Aye

Ericson – Aye

Markworth – Aye

Mayor Lievsay – Aye

INTRODUCTION AND FIRST READING OF BILL NUMBER 5432 – AMERICA'S COMMUNITY BANK EASEMENT

Councilmember Kaylor introduced Bill Number 5432 approving a cross-access easement with America's Community Bank. City Clerk Erin Ford made the first reading of Bill No. 5432 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Tholen moved to approve Bill No. 5432 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Brummel and carried unanimously.

SECOND READING – BILL NUMBER 5432

Ms. Ford made the second reading of Bill Number 5432 by title. Councilmember Ericson moved to adopt Bill Number 5432 upon its second reading and give it ORDINANCE Number 5524, with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Rowan and carried with the following:

VOTE

Kaylor – Aye

Tholen – Aye

Brummel – Aye

Ericson – Aye

Markworth – Aye

Rowan – Aye

Mayor Lievsay – Aye

RESOLUTION

Councilmember Kaylor moved to adopt Resolution No. 066-2026 approving a Memorandum of Understanding for a mutually agreed upon shared parking lot site plan

for the SW Smith Street Improvements Project, as well as off-site parking and dumpster accommodations in the Public Safety Parking Lot. Motion seconded by Councilmember Tholen and carried unanimously.

MAYORAL COMMENTS

- Outdoor facilities at Blue Surf Bay and the Splash Pad closed on Labor Day.
- This year marks the 25th Anniversary of 9/11.

ADJOURN

Mayor Lievsay stated that the Closed Session Agenda was completed before the City Council meeting and an additional Closed Session would not be needed. At 6:28 p.m., there was no further business to come before the Council, Councilmember Kaylor moved the meeting be adjourned. Motion seconded by Councilmember Brummel and carried unanimously.

September 8, 2026

SIGNATURES:

CITY OF BLUE SPRINGS

_____

Chris Lievsay, Mayor

ATTEST

_____

Erin Ford, City Clerk

Council Meeting Date: September 21, 2026

Agenda Item #: 3b

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: August 24, 2026

ITEM TYPE: Other

SUBMITTED BY: Joelle Williams

CONTRACT NUMBER: N/A

DEPARTMENT: City Development

STRATEGIC PLAN PRIORITY: Balanced Growth

ITEM DESCRIPTION

Approve a new liquor license for Powell Gardens Inc dba Powell Gardens Colonial Farms located at 27610 E Wyatt Rd to sell intoxicating liquors in the original package for consumption on the premises (weekdays only) and Sunday Sales. The location was formerly occupied by Colonial Gardens.

BACKGROUND

The Managing Agent for Powell Gardens Inc dba Powell Gardens Colonial Farms is Cody Jolliff a 1609 NW US Hwy 50, Kingsville, MO 64061.

FINANCIAL IMPACT

INFORMATION	DETAIL

Contractor:	Powell Gardens Inc dba Powell Gardens Colonial Farms
Amount of Request/ Contract:	N/A
Amount Budgeted:	N/A
Budget Year:	FY 2026-27
Funding Source/Account #:	N/A
Account Balance:	N/A Date: 8/31/2026
Revenue to be Received:	$824.94
Revenue Account No.	100-00000-410200

PROJECT TIMELINE

INFORMATION	DETAIL
Estimated Start Date	September 23, 2026
Estimated End Date	June 30, 2027

STAFF RECOMMENDATION

Staff recommends recommend approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: N/A

LIST OF REFERENCE DOCUMENTS ON FILE WITH BUSINESS SERVICES

1. All documents have been submitted to the Business Services Division. A background check has been approved by Bob Muenz (Chief of Police) and approvals from Nic Hutchison (Director Community Development) are on file in the Business Services Division. Individual statement of Personal Property Tax

owned for Managing Agent, Certificate of Voter Registration for Managing Agent, drawing of the interior premises to be covered by this license, copy of the current lease, and a photo of the Managing Agent are on file with the Business Service Division.

2. Application for a Business License is on file with the Business Services Division.

REVIEWED BY

Requesting Director: Nic Hutchison	**Legal: N/A**
Administration: George Schmitz	**City Administrator: Christine Cates**
Budget: Lori Turner	

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: August 13, 2026

ITEM TYPE: Resolution

SUBMITTED BY: Justin Stuart

CONTRACT NUMBER:

DEPARTMENT: Parks and Recreation

STRATEGIC PLAN PRIORITY: Community Identity

ITEM DESCRIPTION

Adopt three resolutions approving one-year contracts with OATS, Inc. DBA OATS Transit totaling $144,064 for transportation services for seniors and disabled patrons in Blue Springs: (1) site transportation to and from Vesper Hall Monday – Friday; (2) community transportation to and from locations within Blue Springs city limits Tuesdays, Wednesdays, and Thursdays; and (3) transportation to day trips from Vesper Hall.

BACKGROUND

Mid-America Regional Council (MARC) has, for many years, provided limited transportation of residents 60 years of age and older as well as individuals with disabilities to and from Vesper Hall to access a hot nutritional meal and building activities. OATS, Inc. DBA OATS Transit (hereinafter OATS) will provide three different services for the City: site transportation, community route, and day trips, therefore, three contracts are required.

Site Transportation – OATS will start pickup at 8:00 AM, Monday – Friday, excluding City holidays, and return riders home starting at 12:30 PM. Requirements to ride the bus include being over the age of 60 or being disabled between the ages of 18-59. Riders are picked up from their residences and dropped off only at Vesper Hall. Drivers assist the riders as needed. Riders will not be charged for this service.

MARC provides funding based on a set amount ($6.50) per rider, each way. OATS will charge $80/hour and has estimated the site transportation cost to be $65,280 for the fiscal year.

Community Route Transportation – Community transportation provides services for seniors age 60+ and disabled adults from ages 18-59. This service, provided by OATS, is on Tuesdays, Wednesdays, and Thursdays from 10:00 AM – 2:00 PM.

Riders can access this transportation by making appointments with OATS. OATS will provide accessible vehicles and drivers for this service. Requirements to ride the bus include being over the age of 60 or being disabled between the ages of 18-59. Riders are picked up and dropped off only at locations within the Blue Springs city limits. Drivers assist the riders as needed. Riders pay $3.00 per stop. This fee is subtracted from the monthly expense prior to the City of Blue Springs receiving the invoice. OATS will charge $80/hour and has estimated the community route cost to be $74,784 for the fiscal year.

Day Trips – The City of Blue Springs has, for many years, offered scheduled day trips to various locations for senior citizens as a part of its normal programming. Historically, the City hired and used tour buses or coaches to transport the seniors on day trips. The cost is now prohibitive for the use of coach or tour buses when combined with the admission cost to the location of the trip.

The OATS cost is established at $80/hour, key on to key off. We are projecting a total of eighteen (18) trips during the fiscal year, which are normally within a one-hour drive in each direction, with the total cost of the agreement estimated at $4,000. The cost of the OATS van and admission will be covered through the program fees paid by the participants.

Based on the expressed need and the number of individuals currently utilizing this service, this transportation option is necessary in the City of Blue Springs.

FINANCIAL IMPACT

INFORMATION	DETAIL
Contractor:	OATS Incorporated
Amount of Request/ Contract:	$144,064
Amount Budgeted:	100-45000-530900 – $81,364 100-45000-530900 MARC TRN PER - $65,280
Budget Year:	FY 2026-27
Funding Source/Account #:	100-45000-530900 - $78,784 100-45000-530900 MARC-TRN PER - $65,280
Account Balance:	100-45000-530900 - $81,364 100-45000-530900 MARC-TRN PER – 65,280 Pending approval of FY 2026-27 Budget Date: 9/15/2026
Revenue to be Received:	$17,500
Revenue Account No.	100-00000-420120 MARC-TRN PER

PROJECT TIMELINE

INFORMATION	DETAIL

Estimated Start Date	October 1, 2026
Estimated End Date	September 30, 2027
Years and Months Contract in effect	1 Year
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. Three Resolutions with agreements attached as Exhibit A.

REVIEWED BY

Requesting Director: Justin Stuart

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:	N/A	
IRS Form W-9	Yes	Finance: September 10, 2026
Bid/RFP/RFQ and Tabulation	N/A	

Bid Waiver: (less than three bids)	Yes	
Contractor address and email:	Yes	OATS, Incorporated 2501 Maguire Blvd, STE 101 Columbia, Missouri 65201
Project Exemption Certificate needed:	N/A	

RESOLUTION 67-2026

A RESOLUTION APPROVING A CONTRACT BETWEEN THE CITY OF BLUE SPRINGS AND OATS INCORPORATED, DBA OATS TRANSIT, FOR SITE TRANSPORTATION TO AND FROM VESPER HALL

WHEREAS, the City of Blue Springs has contracted with OATS Incorporated, DBA OATS Transit, to allow for transportation services to and from Vesper Hall for patrons 60 years and older as well as disabled patrons ages 18-59; and

WHEREAS, OATS Incorporated will charge $80 per hour for site transportation services to and from Vesper Hall, Monday through Friday.

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 OATS Incorporated, DBA OATS Transit, for site transportation in the amount of $65,280. 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 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 21st day of September 2026.

CITY OF BLUE SPRINGS

_____

Chris Lievsay, Mayor

ATTEST:

_____

Erin Ford, City Clerk

Agreement for Services

This agreement is entered into by **City of Blue Springs – Site Transportation** located at **903 W Main St, Blue Springs, MO 64015 816-226-9121**, hereinafter known as the "**Contracting Party**" and OATS, Inc., 2501 Maguire Blvd., Ste. 101, Columbia, MO 65201, a general not-for-profit corporation organized under the Laws of the State of Missouri, hereinafter known as "OATS Transit".

The Contracting Party and OATS Transit hereby agree as follows:

1. This Agreement becomes effective on **10/1/2026** and terminates on **9/30/2027**.

2. OATS Transit agrees to transport the Contracting Party to and from **Vesper Hall** for the purpose of **site transportation**. Scheduling of requested services is dependent upon vehicle and driver availability. OATS Transit will strive to fulfil all requests made; but makes no guarantee of service availability unless service is of a routine and recurring nature and specific commitment has been made by OATS Transit that service will be made available.

3. In rural areas, OATS Transit provides public transportation services supported by federal financial assistance through the Section 5311 Formula Grants for Rural Areas program (49 U.S.C. 5311), as administered by the Missouri Department of Transportation. In accordance with FTA Circular 9040.1H, all transportation routes and services funded under this program are open to the general public on a regular and continuing basis. While services may be designed to maximize use by transportation-disadvantaged individuals, such as seniors or persons with disabilities, OATS Transit does not restrict service to any specific group and ensures that all members of the public have equal access to these transit services.

4. OATS Transit will invoice the Contracting Party for services rendered by the tenth (10th) day of the following month, and the Contracting Party will pay OATS Transit at a rate of $**80.00** per **hour**. OATS Transit reserves the right to renegotiate the rate should unforeseen circumstances (such as significant increase in fuel costs) arise.

5. Invoices unpaid 90 days after the due date are considered delinquent. OATS Transit reserves the right to suspend services until the account is current. Delinquent accounts may be referred to a third-party collection agency. The Contracting Party agrees to pay all costs of collection, including reasonable attorney fees and court costs, incurred by OATS Transit in enforcing this agreement.

6. The estimated total amount of compensation for services to be provided under this Agreement is (state specific dollar amount and explanation): $**65,280 apx 816 hours**.

7. If service is to be provided by OATS Transit on more than one day, the Contracting Party agrees to schedule OATS Transit service for any particular date at least twenty-four (24) hours in advance. Scheduling will be done through your OATS Transit regional office.

8. Unless otherwise noted below under item nine, OATS Transit will not provide service on the following 13 holidays: New Years Day; Martin Luther King, Jr. Day; Presidents Day; Memorial Day; Juneteenth; 4th of July; Labor Day; Columbus/ Indigenous Peoples Day; Veterans Day; Thanksgiving; the Day After Thanksgiving; Christmas Eve and Christmas Day. Should a holiday fall on a Saturday, the preceding Friday is recognized; if a holiday falls on a Sunday, the following Monday is recognized.

9. In cases of inclement weather OATS Transit's general policy is to use the public school closings as a guideline; however, the final decision rests with the OATS Transit driver. Should weather, or other unforeseen events, necessitate the cancellation of service, the Contracting Party will be notified.

10. This Agreement may be terminated by either party by providing thirty (30) days written notice to the other party.

11. Special conditions (if any) or additional information which applies to this Agreement are as follows:

Vesper Staff will email address changes and new address to the OATS office and route changes the day before. OATS will provide door to door or curb to curb transportation for residents 60+ or 18-59 with a disability within Blue Springs City limits to and from Vesper Hall.

Contracting Party		**OATS, Inc.**	
By:		By:	*Dorothy Yeager*
Typed Name:	Christine Cates	Typed Name:	Dorothy Yeager, Exec. Director
Date:		Date:	8/11/2026
Email:			*Agreement prepared by:*
Phone:		Regional Dir.	Beth Langley
Approved as to form:		RD Signature:	*Beth A Langley*

OATS Transit Use Only

Funding Source Code: 70-U-3034

Charter: Does this service support OATS program purposes?
☒ YES – Not considered charter; no further action required.
☐ NO – Contact Home Office for instructions

SUPERSEDING ADDENDUM

THIS SUPERSEDING ADDENDUM is entered into the 16th day of September, 2026 by and between the City of Blue Springs, Missouri ("City") and OATS, Inc. ("Contractor").

WHEREAS, the City and Contractor entered into an Agreement dated September ___, 2026 to provide door-to-door transportation services for the City's residents; and

WHEREAS, this Superseding Addendum ("Addendum") is hereby made a part of the OATS Transit Agreement for Services ("Agreement"), modifying and superseding where it is inconsistent. All other conditions of the Agreement remain unchanged and this Superseding Addendum is expressly incorporated and made part of the Agreement; and

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

1. Non-Exclusive Agreement

The Agreement is entered into with the understanding that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source.

2. Personnel

The Contractor represents that Contractor will secure, at Contractor's own expense, all personnel required to perform the services called for under the Agreement 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 the Agreement shall be subcontracted without the written approval of the City.

3. 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 Agreement, which cannot be exceeded unless the Agreement is amended. The Contractor shall notify the City if Contractor anticipates that the Agreement amount may be exceeded to determine whether or not the City is prepared to increase the total compensation.

4. City's Limitation on Indebtedness

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

5. 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 the Agreement. A violation of this provision renders the Agreement 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 the Agreement. The Contractor further covenants that in the performance of the Agreement no person having such interest shall be employed.

6. Assignment

The Contractor shall not assign any interest in the Agreement 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 the Agreement 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 the Agreement, including the right to change or delete activities from the Agreement or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under the Agreement, though City will attempt to so notify any such assignee.

7. Discrimination

The Contractor agrees in the performance of the Agreement 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.

8. 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 the Agreement until this occupational license has been obtained.

9. 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.

10. Nonresident/Foreign Contractors

The Contractor shall procure and maintain during the life of the Agreement:

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.

11. General Independent Contractor Clause

The Agreement 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. The Agreement 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.

12. No Third-Party Benefits

The Agreement shall not be deemed to create any third-party benefit hereunder for any member of the public or to authorize anything or anyone, not a party hereto, to maintain suit pursuant to the terms of the Agreement.

13. 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.

14. 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 the Agreement and on each anniversary of such insurance coverage during the term of the Agreement and any renewals, which certificates shall contain a provision that the policy will not be cancelled unless and until thirty (30) days' notice of said cancellation has been given to the City, but, in any event, the Contractor, any time after the Agreement 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 the Agreement to be subcontracted or it is subcontracted, Contractor shall assure that the subcontractor has the insurance set forth below and that the City and Contractor are listed as an additional insured on all of subcontractor's policies):

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

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

c. Workers' Compensation. Statutory requirements.

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

15. 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 the Agreement.

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, the Agreement.

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

d. All the provisions in 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, the Agreement is not intended to act as a waiver or limitation of City, or any of its officer's, agent's or employee's rights and/or defenses regarding sovereign or any other immunity or defense under Federal Law, Missouri Law, or Municipal Law or Regulation. The parties agree that the City is not indemnifying the Agreement for any reason whatsoever.

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

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

16. Enrollment in Work Authorization Program and Affidavit Concerning Employment of Unauthorized Aliens

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

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

WORK AUTHORIZATION AFFIDAVIT

STATE OF)

) ss.

COUNTY OF _____ _)

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

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

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

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

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

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

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

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

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

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

_____ _____

Affiant / Contractor Printed Name

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

_____

SEAL Notary Public

17. Anti-Discrimination Against Israel Act

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

18. Notices

All notices required or permitted under the Agreement 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.

19. Jurisdiction

The Agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of the Agreement 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.

20. Severability

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

21. Entire Agreement

The Agreement and this Addendum contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of the Agreement or Addendum shall be effective unless in writing specifically referring hereto and signed by both parties. The Agreement and this Addendum supersedes all other agreements and conditions.

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

SIGNATURES

OATS, Inc.

Dorothy Yeager 9-16-26

Dorothy Yeager, Executive Director

CITY OF BLUE SPRINGS

_____

Christine Cates, City Administrator

APPROVED AS TO FORM

/s/ James Newell

_____

City Attorney

RESOLUTION 68-2026

A RESOLUTION APPROVING A CONTRACT BETWEEN THE CITY OF BLUE SPRINGS AND OATS INCORPORATED, DBA OATS TRANSIT, FOR COMMUNITY TRANSPORTATION

WHEREAS, the City of Blue Springs has contracted OATS Incorporated, DBA OATS Transit, to allow for transportation services for individuals 60 years and older and disabled adults ages 18-59 throughout Blue Springs city limits; and

WHEREAS, OATS Incorporated will charge $80 per hour for transportation services to and from various locations within the Blue Springs city limits on Tuesdays, Wednesdays, and Thursdays.

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 OATS Incorporated, DBA OATS Transit, for community transportation in the amount of $74,784. 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 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 21st day of September 2026.

CITY OF BLUE SPRINGS

_____

Chris Lievsay, Mayor

ATTEST:

_____

Erin Ford, City Clerk

Agreement for Services

This agreement is entered into by **City of Blue Springs – Community Route** located at **903 W Main St, Blue Springs, MO 64015 816-226-9121**, hereinafter known as the "**Contracting Party**" and OATS, Inc., 2501 Maguire Blvd., Ste. 101, Columbia, MO 65201, a general not-for-profit corporation organized under the Laws of the State of Missouri, hereinafter known as "OATS Transit".

The Contracting Party and OATS Transit hereby agree as follows:

1. This Agreement becomes effective on **10/1/2026** and terminates on **9/30/2027**.

2. OATS Transit agrees to transport the Contracting Party to and from **Various locations** for the purpose of **various purposes**. Scheduling of requested services is dependent upon vehicle and driver availability. OATS Transit will strive to fulfil all requests made; but makes no guarantee of service availability unless service is of a routine and recurring nature and specific commitment has been made by OATS Transit that service will be made available.

3. In rural areas, OATS Transit provides public transportation services supported by federal financial assistance through the Section 5311 Formula Grants for Rural Areas program (49 U.S.C. 5311), as administered by the Missouri Department of Transportation. In accordance with FTA Circular 9040.1H, all transportation routes and services funded under this program are open to the general public on a regular and continuing basis. While services may be designed to maximize use by transportation-disadvantaged individuals, such as seniors or persons with disabilities, OATS Transit does not restrict service to any specific group and ensures that all members of the public have equal access to these transit services.

4. OATS Transit will invoice the Contracting Party for services rendered by the tenth (10th) day of the following month, and the Contracting Party will pay OATS Transit at a rate of $**80.00** per **hour**. OATS Transit reserves the right to renegotiate the rate should unforeseen circumstances (such as significant increase in fuel costs) arise.

5. Invoices unpaid 90 days after the due date are considered delinquent. OATS Transit reserves the right to suspend services until the account is current. Delinquent accounts may be referred to a third-party collection agency. The Contracting Party agrees to pay all costs of collection, including reasonable attorney fees and court costs, incurred by OATS Transit in enforcing this agreement.

6. The estimated total amount of compensation for services to be provided under this Agreement is (state specific dollar amount and explanation): $**74,784.00 apx 935 hours**.

7. If service is to be provided by OATS Transit on more than one day, the Contracting Party agrees to schedule OATS Transit service for any particular date at least twenty-four (24) hours in advance. Scheduling will be done through your OATS Transit regional office.

8. Unless otherwise noted below under item nine, OATS Transit will not provide service on the following 13 holidays: New Years Day; Martin Luther King, Jr. Day; Presidents Day; Memorial Day; Juneteenth; 4th of July; Labor Day; Columbus/ Indigenous Peoples Day; Veterans Day; Thanksgiving; the Day After Thanksgiving; Christmas Eve and Christmas Day. Should a holiday fall on a Saturday, the preceding Friday is recognized; if a holiday falls on a Sunday, the following Monday is recognized.

9. In cases of inclement weather OATS Transit's general policy is to use the public school closings as a guideline; however, the final decision rests with the OATS Transit driver. Should weather, or other unforeseen events, necessitate the cancellation of service, the Contracting Party will be notified.

10. This Agreement may be terminated by either party by providing thirty (30) days written notice to the other party.

11. Special conditions (if any) or additional information which applies to this Agreement are as follows:

OATS will provide door to door or curb to curb transportation for residents 60+ or 18-59 with a disability within Blue Springs City limits. Vesper Admin will qualify residents that are 18-59 with a disability. Transportation is provided Tuesday, Wednesday and Thursday each week from 10:00 AM to 2:00 PM. There is a $3.00 per stop co-pay which is deducted from the monthly invoice.

Contracting Party		**OATS, Inc.**	
By:		By:	*Dorothy Yeager*
Typed Name:	Christine Cates	Typed Name:	Dorothy Yeager, Exec. Director
Date:		Date:	8/11/2026
Email:			*Agreement prepared by:*
Phone:		Regional Dir.	Beth Langley
Approved as to form:		RD Signature:	*Beth A Langley*

OATS Transit Use Only

Funding Source Code: 70-U-7778

Charter: Does this service support OATS program purposes?
☒ YES – Not considered charter; no further action required.
☐ NO – Contact Home Office for instructions

SUPERSEDING ADDENDUM

THIS SUPERSEDING ADDENDUM is entered into the 16th day of September, 2026 by and between the City of Blue Springs, Missouri ("City") and OATS, Inc. ("Contractor").

WHEREAS, the City and Contractor entered into an Agreement dated September ___, 2026 to provide Site Transportation services for the City's residents; and

WHEREAS, this Superseding Addendum ("Addendum") is hereby made a part of the OATS Transit Agreement for Services ("Agreement"), modifying and superseding where it is inconsistent. All other conditions of the Agreement remain unchanged and this Superseding Addendum is expressly incorporated and made part of the Agreement; and

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

1. Non-Exclusive Agreement

The Agreement is entered into with the understanding that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source.

2. Personnel

The Contractor represents that Contractor will secure, at Contractor's own expense, all personnel required to perform the services called for under the Agreement 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 the Agreement shall be subcontracted without the written approval of the City.

3. 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 Agreement, which cannot be exceeded unless the Agreement is amended. The Contractor shall notify the City if Contractor anticipates that the Agreement amount may be exceeded to determine whether or not the City is prepared to increase the total compensation.

4. City's Limitation on Indebtedness

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

5. 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 the Agreement. A violation of this provision renders the Agreement 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 the Agreement. The Contractor further covenants that in the performance of the Agreement no person having such interest shall be employed.

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The Contractor shall not assign any interest in the Agreement 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 the Agreement 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 the Agreement, including the right to change or delete activities from the Agreement or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under the Agreement, though City will attempt to so notify any such assignee.

7. Discrimination

The Contractor agrees in the performance of the Agreement 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.

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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.

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

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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 the Agreement.

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, the Agreement.

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

d. All the provisions in 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, the Agreement is not intended to act as a waiver or limitation of City, or any of its officer's, agent's or employee's rights and/or defenses regarding sovereign or any other immunity or defense under Federal Law, Missouri Law, or Municipal Law or Regulation. The parties agree that the City is not indemnifying the Agreement for any reason whatsoever.

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

16. Enrollment in Work Authorization Program and Affidavit Concerning Employment of Unauthorized Aliens

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

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

WORK AUTHORIZATION AFFIDAVIT

STATE OF)

) ss.

COUNTY OF _____ _)

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

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

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

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

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

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

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

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

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

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

_____ _____

Affiant / Contractor Printed Name

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

_____

SEAL Notary Public

17. Anti-Discrimination Against Israel Act

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

18. Notices

All notices required or permitted under the Agreement 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.

19. Jurisdiction

The Agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of the Agreement 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.

20. Severability

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

21. Entire Agreement

The Agreement and this Addendum contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of the Agreement or Addendum shall be effective unless in writing specifically referring hereto and signed by both parties. The Agreement and this Addendum supersedes all other agreements and conditions.

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

SIGNATURES

OATS, Inc.

Dorothy Yeager 9-16-26

Dorothy Yeager, Executive Director

CITY OF BLUE SPRINGS

_____

Christine Cates, City Administrator

APPROVED AS TO FORM

/s/ James Newell

City Attorney

RESOLUTION 69-2026

A RESOLUTION APPROVING A CONTRACT BETWEEN THE CITY OF BLUE SPRINGS AND OATS INCORPORATED, DBA OATS TRANSIT, FOR TRANSPORTATION FOR VARIOUS DAY TRIPS

WHEREAS, the City of Blue Springs has contracted with OATS Incorporated, DBA OATS Transit, to allow for transportation to and from Vesper Hall for various day trips for patrons 60 years and older; and

WHEREAS, OATS Incorporated will charge $80 per hour for transportation to various attractions throughout the Kansas City metro.

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 OATS Incorporated, DBA OATS Transit, for transportation for various day trips in the amount of $4,000. A copy of the proposed contract is attached hereto as Exhibit A and is incorporated herein.

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

Section 3. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this 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 21st day of September 2026.

CITY OF BLUE SPRINGS

_____

Chris Lievsay, Mayor

ATTEST:

_____

Erin Ford, City Clerk

Agreement for Services

This agreement is entered into by **Vesper Hall Day Trips** located at **400 NW Vesper Street, Blue Springs, MO 64014 816-228-0181**, hereinafter known as the "**Contracting Party**" and OATS, Inc., 2501 Maguire Blvd., Ste. 101, Columbia, MO 65201, a general not-for-profit corporation organized under the Laws of the State of Missouri, hereinafter known as "OATS Transit".

The Contracting Party and OATS Transit hereby agree as follows:

1. This Agreement becomes effective on **10/1/2026** and terminates on **9/30/2027**.

2. OATS Transit agrees to transport the Contracting Party to and from **Various locations** for the purpose of **various activitiest**. Scheduling of requested services is dependent upon vehicle and driver availability. OATS Transit will strive to fulfil all requests made; but makes no guarantee of service availability unless service is of a routine and recurring nature and specific commitment has been made by OATS Transit that service will be made available.

3. In rural areas, OATS Transit provides public transportation services supported by federal financial assistance through the Section 5311 Formula Grants for Rural Areas program (49 U.S.C. 5311), as administered by the Missouri Department of Transportation. In accordance with FTA Circular 9040.1H, all transportation routes and services funded under this program are open to the general public on a regular and continuing basis. While services may be designed to maximize use by transportation-disadvantaged individuals, such as seniors or persons with disabilities, OATS Transit does not restrict service to any specific group and ensures that all members of the public have equal access to these transit services.

4. OATS Transit will invoice the Contracting Party for services rendered by the tenth (10th) day of the following month, and the Contracting Party will pay OATS Transit at a rate of $**80.00** per **hour**. OATS Transit reserves the right to renegotiate the rate should unforeseen circumstances (such as significant increase in fuel costs) arise.

5. Invoices unpaid 90 days after the due date are considered delinquent. OATS Transit reserves the right to suspend services until the account is current. Delinquent accounts may be referred to a third-party collection agency. The Contracting Party agrees to pay all costs of collection, including reasonable attorney fees and court costs, incurred by OATS Transit in enforcing this agreement.

6. The estimated total amount of compensation for services to be provided under this Agreement is (state specific dollar amount and explanation): $**4,000 apx. 50 hours of service**.

7. If service is to be provided by OATS Transit on more than one day, the Contracting Party agrees to schedule OATS Transit service for any particular date at least twenty-four (24) hours in advance. Scheduling will be done through your OATS Transit regional office.

8. Unless otherwise noted below under item nine, OATS Transit will not provide service on the following 13 holidays: New Years Day; Martin Luther King, Jr. Day; Presidents Day; Memorial Day; Juneteenth; 4th of July; Labor Day; Columbus/ Indigenous Peoples Day; Veterans Day; Thanksgiving; the Day After Thanksgiving; Christmas Eve and Christmas Day. Should a holiday fall on a Saturday, the preceding Friday is recognized; if a holiday falls on a Sunday, the following Monday is recognized.

9. In cases of inclement weather OATS Transit's general policy is to use the public school closings as a guideline; however, the final decision rests with the OATS Transit driver. Should weather, or other unforeseen events, necessitate the cancellation of service, the Contracting Party will be notified.

10. This Agreement may be terminated by either party by providing thirty (30) days written notice to the other party.

11. Special conditions (if any) or additional information which applies to this Agreement are as follows:

Staff will will require a 2 week notice for the need of 1 or 2 vehicles (2nd vehicle is based on availability). We will require 1 week notice for name and demographics of riders going on the trip, please.

Contracting Party		**OATS, Inc.**	
By:		By:	*Dorothy Yeager*
Typed Name:	Christine Cates	Typed Name:	Dorothy Yeager, Exec. Director
Date:		Date:	8/11/2026
Email:			*Agreement prepared by:*
Phone:		Regional Dir.	Beth Langley
Approved as to form:		RD Signature:	*Beth A Langley*

OATS Transit Use Only

Funding Source Code: 70-U-3731

Charter: Does this service support OATS program purposes?
☒ YES – Not considered charter; no further action required.
☐ NO – Contact Home Office for instructions

SUPERSEDING ADDENDUM

THIS SUPERSEDING ADDENDUM is entered into the 16th day of September, 2026 by and between the City of Blue Springs, Missouri ("City") and OATS, Inc. ("Contractor").

WHEREAS, the City and Contractor entered into an Agreement dated September ___, 2026 to provide Day Trip transportation services for the City's residents; and

WHEREAS, this Superseding Addendum ("Addendum") is hereby made a part of the OATS Transit Agreement for Services ("Agreement"), modifying and superseding where it is inconsistent. All other conditions of the Agreement remain unchanged and this Superseding Addendum is expressly incorporated and made part of the Agreement; and

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

1. Non-Exclusive Agreement

The Agreement is entered into with the understanding that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source.

2. Personnel

The Contractor represents that Contractor will secure, at Contractor's own expense, all personnel required to perform the services called for under the Agreement 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 the Agreement shall be subcontracted without the written approval of the City.

3. 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 Agreement, which cannot be exceeded unless the Agreement is amended. The Contractor shall notify the City if Contractor anticipates that the Agreement amount may be exceeded to determine whether or not the City is prepared to increase the total compensation.

4. City's Limitation on Indebtedness

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

5. 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 the Agreement. A violation of this provision renders the Agreement 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 the Agreement. The Contractor further covenants that in the performance of the Agreement no person having such interest shall be employed.

6. Assignment

The Contractor shall not assign any interest in the Agreement 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 the Agreement 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 the Agreement, including the right to change or delete activities from the Agreement or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under the Agreement, though City will attempt to so notify any such assignee.

7. Discrimination

The Contractor agrees in the performance of the Agreement 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.

8. 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 the Agreement until this occupational license has been obtained.

9. 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.

10. Nonresident/Foreign Contractors

The Contractor shall procure and maintain during the life of the Agreement:

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.

11. General Independent Contractor Clause

The Agreement 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. The Agreement 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.

12. No Third-Party Benefits

The Agreement shall not be deemed to create any third-party benefit hereunder for any member of the public or to authorize anything or anyone, not a party hereto, to maintain suit pursuant to the terms of the Agreement.

13. 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.

14. 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 the Agreement and on each anniversary of such insurance coverage during the term of the Agreement and any renewals, which certificates shall contain a provision that the policy will not be cancelled unless and until thirty (30) days' notice of said cancellation has been given to the City, but, in any event, the Contractor, any time after the Agreement 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 the Agreement to be subcontracted or it is subcontracted, Contractor shall assure that the subcontractor has the insurance set forth below and that the City and Contractor are listed as an additional insured on all of subcontractor's policies):

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

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

c. Workers' Compensation. Statutory requirements.

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

15. 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 the Agreement.

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, the Agreement.

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

d. All the provisions in 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, the Agreement is not intended to act as a waiver or limitation of City, or any of its officer's, agent's or employee's rights and/or defenses regarding sovereign or any other immunity or defense under Federal Law, Missouri Law, or Municipal Law or Regulation. The parties agree that the City is not indemnifying the Agreement for any reason whatsoever.

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

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

16. Enrollment in Work Authorization Program and Affidavit Concerning Employment of Unauthorized Aliens

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

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

WORK AUTHORIZATION AFFIDAVIT

STATE OF)

) ss.

COUNTY OF _____ _)

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

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

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

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

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

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

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

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

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

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

_____ _____

Affiant / Contractor Printed Name

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

_____

SEAL Notary Public

17. Anti-Discrimination Against Israel Act

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

18. Notices

All notices required or permitted under the Agreement 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.

19. Jurisdiction

The Agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of the Agreement 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.

20. Severability

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

21. Entire Agreement

The Agreement and this Addendum contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of the Agreement or Addendum shall be effective unless in writing specifically referring hereto and signed by both parties. The Agreement and this Addendum supersedes all other agreements and conditions.

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

SIGNATURES

OATS, Inc.

Dorothy Yeager 9-16-26

Dorothy Yeager, Executive Director

CITY OF BLUE SPRINGS

_____

Christine Cates, City Administrator

APPROVED AS TO FORM

/s/ James Newell

City Attorney

Council Meeting Date: September 21, 2026

Agenda Item #: 3f

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: September 15, 2026

ITEM TYPE: Other

SUBMITTED BY: Erin Ford

CONTRACT NUMBER: N/A

DEPARTMENT: Administration

STRATEGIC PLAN PRIORITY: Community Identity

ITEM DESCRIPTION

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

BACKGROUND

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

Public Safety Citizens' Advisory Board

- Kennedy Rusert, Student Member, Term expires May 2027, New Appointment

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	September 21, 2026
Estimated End Date	May 1, 2027

STAFF RECOMMENDATION

N/A

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. N/A

REVIEWED BY

Requesting Director: Erin Ford

Legal: N/A

Administration: George Schmitz

City Administrator: Christine Cates

Budget: N/A

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: September 15, 2026

ITEM TYPE: Presentation / Resolution

SUBMITTED BY: Shantele Frie

CONTRACT NUMBER: N/A

DEPARTMENT: City Development

STRATEGIC PLAN PRIORITY: Balanced Growth

ITEM DESCRIPTION

Adopt a Resolution approving the revised Planning Division Fee Schedule.

BACKGROUND

The Planning Division Fee Schedule has not been comprehensively updated since 2017. Section 403.010(A)(2)(b) of the Unified Development Code authorizes the City Council to establish non-refundable application fees. Staff reviewed existing charges, two years of public-notice invoices, and fees imposed by other Kansas City metropolitan-area communities.

The proposed schedule increases existing planning application fees by approximately 30%, and includes the following updates:

- $175.00 allowance for routine newspaper notice in applicable fees

- authorizes separate billing for notice costs exceeding the allowance or for applicant caused re-noticing
- establishes a $400.00 General Development Plan application fee

The changes will simplify applicant billing, improve cost recovery, and reduce routine follow-up invoices.

FINANCIAL IMPACT

INFORMATION	DETAIL
Contractor:	N/A

PROJECT TIMELINE

INFORMATION	DETAIL
Estimated Start Date	October 1, 2026
Estimated End Date	N/A

STAFF RECOMMENDATION

Staff recommends approval of the resolution adopting the revised Planning Division Fee Schedule, effective October 1, 2026.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Development Advisory Commission

Date: September 2, 2026

Action: Meeting canceled due to lack of quorum; no recommendation issued

Name of Board or Commission: Planning Commission

Date: September 14, 2026

Action: Recommended approval with Aye: 7 No: 0

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Staff Report with attachments; Affidavit of Publication
2. Resolution approving the revised Planning Division Schedule

REVIEWED BY

Requesting Director: Nic Hutchison

Legal: James Newell

Administration: George Schmitz

City Administrator: Christine Cates

Budget: N/A

RESOLUTION 70-2026

A RESOLUTION APPROVING A REVISED PLANNING DIVISION FEE SCHEDULE

WHEREAS, Section 403.010(A)(2)(b) of the Unified Development Code provides that applications shall be accompanied by a nonrefundable fee established by the City Council; and

WHEREAS, the Planning Division Fee Schedule has not been comprehensively updated since 2017, while costs associated with personnel, publication, mailing, technology, and general administration have increased; and

WHEREAS, City Staff reviewed the existing fees, public-notice invoices from the previous two years, and application charges imposed by other Kansas City metropolitan-area communities, and recommends an approximately thirty percent (30%) adjustment to existing planning application fees; and

WHEREAS, City Staff further recommends including a one-hundred-seventy-five-dollar ($175.00) routine newspaper-notice allowance in applicable fees, billing applicants for notice costs exceeding that allowance or caused by additional or repeated notice, and establishing a four-hundred-dollar ($400.00) General Development Plan application fee; and

WHEREAS, City Development Department staff recommends approval of the revised Fee Schedule for Plan/Development Review application.

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 institute the revised fee schedule and to direct City Staff to update application forms, online

permitting software, departmental webpages, handouts, and other materials necessary to implement this Resolution. Staff shall review fee revenue and public-notice expenditures after twelve months and recommend adjustments if warranted.

Section 2. The revised Planning Division Fee Schedule is hereby approved and shall apply to complete applications submitted on or after October 1, 2026. Applicants shall be separately billed for actual third-party public-notice costs exceeding the included $175.00 allowance and for additional or repeated notice caused by the applicant.

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 21st day of September 2026.

CITY OF BLUE SPRINGS

_____

Chris Lievsay, Mayor

ATTEST:

_____

Erin Ford, City Clerk

BLUE SPRINGS
MISSOURI

STAFF REPORT

Project Information

Meeting Dates:

Planning Commission: September 14, 2026

City Council Date: September 21, 2026

Project Name: UDC Text Amendment- Proposed Update Fee Schedule

Applicant: City of Blue Springs

Staff Planner: Shantele Frie, Planner III

Project Request:

UDCT-08-26-009958- UDC Amendment proposal of Updated Fee Schedule

Project Description:

Staff request approval of an updated Fee Schedule. The proposed increases existing planning application fees by approximately 30 percent, incorporates a $175 allowance for routine newspaper notice into the applicable application fees, authorizes billing notice costs that exceed the allowance or result from the applicant-caused re-noticing, and establishes a $400 fee for the General Development Plan. The update is intended to simplify applicant billing, improve cost recovery, and modernize fees that have not been comprehensively revised since 2017.

Staff Recommendation:

Staff recommends approval of the proposed updated Fee schedule revisions, including the 30 percent general adjustment, the $175 public-notice allowance and overage provision, and the $400 General Development Plan application fee, with an effective date of October 1, 2026.

The Development Advisory Commission was scheduled to meet on September 3, 2026; however, the meeting was canceled after several members became unavailable, resulting in a lack of quorum. City Staff attempted to reschedule the meeting on several dates before September 14, 2026, Planning Commission meeting. Due to scheduling conflicts among Commission members, a quorum could not be secured, and the Development Advisory Commission was unable to meet or provide input before Planning Commission consideration and recommendation to council.

Staff Analysis

Text Amendments ensure that the generally applicable laws in this Development Code reflect the broad public interest and long-range planning goals of the community, as reflected in the Comprehensive Plan. The City may determine that it is necessary from time to time to revise and update the Development Code to implement the Comprehensive Plan.

The existing Fee Schedule has not been comprehensively updated since 2017. During that period, the costs of personnel, publication, mailing, technology, and general administration have increased. Staff evaluated a 30 percent adjustment to existing fees and compared the proposed amounts with application fees charged by other communities in the Kansas City Metropolitan area.

Under the current process, an applicant may receive a separate invoice for newspaper publication or other public notice expenses after paying the application fee. Incorporating a routine notice allowance into the initial fee would reduce follow-up billing for the Planning and Finance Departments and provide applicants with a clearer estimate of their initial project cost.

The Finance Department reviewed public notice invoices from the previous two years. The invoice history supports a $175 allowance as a reasonable starting amount.

Notice Cost Measure	Amount
Recommended Allowance	$175.00
Average Invoice	$161.41
Median Invoice	$127.60
25th Percentile	$101.87
75th Percentile	$206.98
Minimum Invoice	$52.80
Maximum Invoice	$520.67

The recommended allowance is $13.59 above the historical average and should eliminate most small follow-up invoices. The allowance is below the 75th-percentile cost, some larger or more complex notices will exceed it. The proposed overage provision would prevent unusually high notice costs from shifting to the City.

Proposed Fee Changes:

General Fee Adjustment

A 30 percent increase is proposed as a consistent starting point because the fee schedule has remained unchanged since 2017. The adjustment is not presented as a finding that each fee recovers a specific percentage of the City's full processing cost.

General Development Plan

The General Development Plan fee would increase from $0 to $400. These applications require staff intake, professional review, interdepartmental coordination, preparation of meeting materials, and processing through the applicable review procedure.

Fiscal and Administrative Impact

Approval is expected to improve cost recovery for Planning Division services and reduce separate invoices for routine public notice expenses. The total annual revenue impact will depend on the number and type of applications received and the actual cost of required notice. Staff should compare fee revenue with public notice expenditures after 12 months and recommend adjustments if the $175 allowance proves insufficient or materially exceeds typical costs.

Review Criteria

Text Amendments ensure that the generally applicable laws in this Development Code reflect the broad public interest and long-range planning goals of the community, as reflected in the Comprehensive Plan. The City may determine that it is necessary from time to time to revise and update the Development Code to implement the Comprehensive Plan.

Section 403.020 of the UDC states a Text Amendment shall be reviewed according to the following criteria:

1. *Whether the change is in accordance with the Comprehensive Plan, Design and Construction Manual, or any official plans or programs developed under the guidance of the Comprehensive Plan;*

2. *Whether such change is consistent with the purposes of this Development Code, and the intent or objectives of any Chapter or Subsection containing the change;*

3. *The areas that are most likely to be directly affected by the amendment and in what way they will be affected;*

4. *Whether the proposed amendment is made necessary because of changed or changing social values, new planning concepts or other social or economic conditions in the areas and zoning districts affected; and*

5. *The recommendations of professional staff.*

Staff find that the proposed Update Fee Schedule meet the above criteria and therefore recommends approval.

The Pulse
Legal Publication

AFFIDAVIT OF PUBLICATION

County of Jackson

ss

State of Missouri

Before the undersigned, a Notary Public of Jackson County, Missouri, duly commissioned, qualified and authorized by law to administer oaths, personally appeared

John Wingo

Publisher of **The Pulse Legal Publication** and **The Pulse of Independence**, daily newspapers of general circulation published, issued, and entered as periodicals class mail in the Cities of Kansas City and Independence, Missouri, respectively, in said County and State; that she is authorized to make this affidavit and sworn statement; that the notice or other legal advertisement of

Public Notice

a true copy of which is attached hereto, was published in **The Pulse** on the following dates:

August 31, 2026

in volume **31** **Indep.** **Edition**

and numbered **341**

and that the said newspaper in which such notice, document, or legal advertisement was published was, at the time of each and every such publication, a newspaper meeting all of the requirements and qualifications of Chapter 493, including Sections 493.050, 493.070 and 493.090, Revised Statutes of Missouri.

John Wingo

Sworn to and subscribed
before me this
August 31, 2026

ASHLI FANNING
Notary Public-Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires 9/13/2026
Commission # 22410866

Ashli Fanning
Notary Public—Jackson County, State of Missouri
My commission expires 9/13/2026
Commission No. 22410866

PUBLIC NOTICE

Unified Development Code Text Amendment | UDCT-08-26-9958
An Ordinance Adopting a Revised Planning and Development Review Fee Schedule
903 W Main Street

Notice is hereby given that a public hearing will be held by the Planning Commission of the City of Blue Springs on **Monday, September 14, 2026 at 6:30 p.m.** in the Council Chambers of the Howard L. Brown Public Safety Facility at 1100 SW Smith Street for the purpose of hearing interested parties and citizens on a request by the City of Blue Springs for consideration of amendments to the Unified Development Code as referenced above. Interested parties may view the application materials on file by contacting the Community Development Department via email at ComDevLegal@bluespringsgov.com or at City Hall at 903 W Main Street, Blue Springs, MO.

CITY OF BLUE SPRINGS
Planning Commission
By: Traci Breshears,
Recording Secretary

The City Council of the City of Blue Springs will also hold a public hearing on the above noted Unified Development Code Text Amendment / UDCT-08-26-9958 on **Monday, September 21, 2026 at 6:00 p.m.** in the Council Chambers of the Howard L. Brown Public Safety Facility to consider the application and the recommendation of the Planning Commission.

CITY OF BLUE SPRINGS
City Council
August 31, 2026
341 M4049

BLUE SPRINGS
MISSOURI

CITY COUNCIL

September 21, 2026

EXHIBITS FOR PUBLIC HEARING

UNIFIED DEVELOPMENT CODE AMENDMENT –

PLANNED DEVELOPMENT FINAL PLAN

(UDCT-08-26-9959)

EXHIBIT #1 City Council Information Form dated September 15, 2026 with the following attachments: Staff Report with attachments; Affidavit of Publication and Bill approving the Unified Development Code amendment to authorize administrative approval of Planned Development Final Plans.

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: September 15, 2026

ITEM TYPE: Public Hearing / Ordinance

SUBMITTED BY: Shantele Frie

CONTRACT NUMBER: N/A

DEPARTMENT: City Development

STRATEGIC PLAN PRIORITY: Balanced Growth

ITEM DESCRIPTION

A public hearing is being held at the request of the City of Blue Springs for consideration of amendments to the Unified Development Code. (UDCT-08-26-9959) Upon conclusion of the public hearing, a Bill approving the amendments to various sections of Chapter 403 of the City of Blue Springs Unified Development Code will be ready for introduction and readings.

BACKGROUND

The Unified Development Code currently requires a Planned Development (PD) Final Plan to proceed through formal review after approval of the Planned Development Concept Plan. The proposed amendment (UDCT-08-26-9959) would authorize the Director of City Development, or designee, to approve a Planned Development Final Plan administratively when it substantially complies with the approved Concept Plan, satisfies all conditions of approval, and meets applicable City requirements.

PD Final Plans that introduce a new use, materially increase density or intensity, substantially change major site features, request a new modification or deviation, or otherwise constitute a substantive amendment would remain subject to the applicable public review and approval process. The amendment is intended to eliminate duplicative review, improve processing efficiency, and preserve Planning Commission and City Council review of policy-level decisions and substantive amendments.

FINANCIAL IMPACT

INFORMATION	DETAIL
Contractor:	N/A

PROJECT TIMELINE

INFORMATION	DETAIL
Estimated Start Date	September 21, 2026
Estimated End Date	N/A

STAFF RECOMMENDATION

Staff recommends approval of the proposed Unified Development Code amendment to authorize administrative approval of Planned Development Final Plans.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Development Advisory Commission

Date: September 3, 2026

Action: Meeting canceled due to lack of quorum; no recommendation issued

Name of Board or Commission: Planning Commission

Date: September 14, 2026

Action: Recommended for approval with Aye: 6 No: 1

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Staff Report with attachments; Affidavit of Publication
2. Bill approving the Unified Development Code amendment to authorize administrative approval of Planned Development Final Plans

REVIEWED BY

Requesting Director: Nic Hutchison

Legal: James Newell

Administration: George Schmitz

City Administrator: Christine Cates

Budget: N/A

BLUE SPRINGS
MISSOURI

STAFF REPORT

Project Information

Meeting Dates:

Planning Commission: September 14, 2026

City Council Date: September 21, 2026

Project Name: UDC Code Amendment- Administrative Approval of Planned Development Final Plan

Applicant: City of Blue Springs

Staff Planner: Shantele Frie, Planner III

Project Request:

UDCT-08-26-009959- UDC Amendment Administrative Approval of Planned Development Final Plan

Project Description:

Staff request approval of amending the Unified Development Code to authorize the Director of City Development or designee, to administratively approve a Planned Development Final Plan when it substantially complies with the approved Planned Development Concept Plan and all applicable conditions of approval. The amendment would streamline review of compliant final plans while preserving Planning Commission

and City Council review of the Planned Development Concept Plan and any substantive amendment to it.

Staff Recommendation:

Staff recommend approval of the proposed Unified Development Code amendment authorizing administrative approval of Planned Development Final Plans that substantially comply with the approved Planned Development Concept Plan and all applicable conditions of approval.

The Development Advisory Commission was scheduled to meet on September 3, 2026; however, the meeting was canceled after several members became unavailable, resulting in a lack of quorum. City Staff attempted to reschedule the meeting on several dates before September 14, 2026, Planning Commission meeting. Due to scheduling conflicts among Commission members, a quorum could not be secured, and the Development Advisory Commission was unable to meet or provide input before Planning Commission consideration and recommendation to council.

Staff Analysis

Text Amendments ensure that the generally applicable laws in this Development Code reflect the broad public interest and long-range planning goals of the community, as reflected in the Comprehensive Plan. The City may determine that it is necessary from time to time to revise and update the Development Code to implement the Comprehensive Plan.

Planned Development review currently proceeds through two major approval processes. The Planned Development Concept Plan establishes the development framework, including permitted uses, general site layout, density or intensity of use, access, development standards, requested modifications to otherwise applicable UDC standards, and other major development characteristics. The Planned Development Final Plan provides a detailed plan demonstrating compliance with the approved Concept Plan, applicable UDC requirements, conditions of approval, and technical requirements.

Under the current process, a Planned Development Final Plan remains subject to formal review and approval even when it is consistent with the previously approved Concept Plan. Staff proposes allowing administrative approval in those circumstances so that the

public review process remains focused on substantive land use and development policy decisions.

The amendment would authorize the Director of City Development, or designee, to approve a Planned Development Final Plan administratively when the plan substantially conforms to the approved Planned Development Concept Plan and satisfies all applicable conditions of approval. The Concept Plan would continue through the existing public review and approval process, including consideration by the Planning Commission and City Council.

Administrative approval would not authorize staff to approve substantive changes to the development rights, uses, density, development standards, or modifications established by the approved Concept Plan.

Administrative Approval Criteria

A Planned Development Final Plan could be approved administratively when staff determine that the plan:

- Is in substantial compliance with the approved Planned Development Concept Plan.
- Complies with all conditions associated with the approval of the Concept Plan.
- Does not introduce a new land use or materially change the approved mix of uses.
- Does not materially increase the approved density or development intensity.
- Does not substantially change the general location or configuration of buildings, streets, access points, open space, or other major site features.
- Does not request a new modification or deviation from another applicable UDC standard that was not authorized through the Concept Plan.
- Complies with applicable engineering, fire, utility, stormwater, landscaping, architecture, transportation, and other City requirements.
- Does not otherwise constitute a major amendment to the approved Concept Plan.

Minor adjustment needed to address final engineering, grading, utilities, stormwater management, building design, landscaping, or similar technical matters could be approved administratively when they do not materially alter the character or intent of the approved Concept Plan.

The Concept Plan is the appropriate stage for considering policy-level aspects of a Planned Development. Allowing administrative approval of compliant Final Plans would:

- Reduce duplication in the development review process.
- Shorten approval timelines for projects that have received Concept Plan approval.
- Allowing Planning Commission and City Council review to focus on substantive land use and development policy decisions.
- Provide applicants with greater predictability following Concept Plan approval.
- Reducing staff time is required to prepare public hearing materials for plans that contain no substantial changes.
- Maintain safeguards by requiring substantive amendments to return through the applicable public review process.

Review Criteria

Text Amendments ensure that the generally applicable laws in this Development Code reflect the broad public interest and long-range planning goals of the community, as reflected in the Comprehensive Plan. The City may determine that it is necessary from time to time to revise and update the Development Code to implement the Comprehensive Plan.

Section 403.020 of the UDC states a Text Amendment shall be reviewed according to the following criteria:

1. *Whether the change is in accordance with the Comprehensive Plan, Design and Construction Manual, or any official plans or programs developed under the guidance of the Comprehensive Plan;*

2. *Whether such change is consistent with the purposes of this Development Code, and the intent or objectives of any Chapter or Subsection containing the change;*

3. *The areas that are most likely to be directly affected by the amendment and in what way they will be affected;*

4. *Whether the proposed amendment is made necessary because of changed or changing social values, new planning concepts or other social or economic conditions in the areas and zoning districts affected; and*

5. *The recommendations of professional staff.*

Staff find that the proposed amendment meet the above criteria and therefore recommends approval.

The Pulse
Legal Publication

AFFIDAVIT OF PUBLICATION

County of Jackson
ss
State of Missouri

Before the undersigned, a Notary Public of Jackson County, Missouri, duly commissioned, qualified and authorized by law to administer oaths, personally appeared

John Wingo

Publisher of **The Pulse Legal Publication** and **The Pulse of Independence**, daily newspapers of general circulation published, issued, and entered as periodicals class mail in the Cities of Kansas City and Independence, Missouri, respectively, in said County and State; that she is authorized to make this affidavit and sworn statement; that the notice or other legal advertisement of

Public Notice

a true copy of which is attached hereto, was published in **The Pulse** on the following dates:

August 31, 2026

in volume **31** **Indep. Edition**

and numbered **341**

and that the said newspaper in which such notice, document, or legal advertisement was published was, at the time of each and every such publication, a newspaper meeting all of the requirements and qualifications of Chapter 493, including Sections 493.050, 493.070 and 493.090, Revised Statutes of Missouri.

John Wingo

Sworn to and subscribed
before me this
August 31, 2026

ASHLI FANNING
Notary Public-Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires 9/13/2026
Commission # 22410866

Ashli Fanning
Notary Public—Jackson County, State of Missouri
My commission expires 9/13/2026
Commission No. 22410866

PUBLIC NOTICE

Unified Development Code Text Amendment | UDCT-08-26-9959
An Ordinance Amending– Planned Development (PD) Districts Final Plan
903 W Main Street

Notice is hereby given that a public hearing will be held by the Planning Commission of the City of Blue Springs on **Monday, September 14, 2026 at 6:30 p.m.** in the Council Chambers of the Howard L. Brown Public Safety Facility at 1100 SW Smith Street for the purpose of hearing interested parties and citizens on the requests by the City of Blue Springs to amend the Sections of the Unified Development Code noted above. Interested parties may view the application materials on file by contacting the Community Development Department via email at ComDevLegal@bluespringsgov.com or at City Hall at 903 W Main Street, Blue Springs, MO.

CITY OF BLUE SPRINGS
Planning Commission
By: Traci Breshears,
Recording Secretary

The City Council of the City of Blue Springs will also hold a public hearing on the above noted Sections of the Unified Development Code UDCT-08-26-9959, on **Monday, September 21, at 6:00 p.m.** in the Council Chambers of the Howard L. Brown Public Safety Facility to consider the application and the recommendation of the Planning Commission.

CITY OF BLUE SPRINGS
City Council
August 31, 2026
341 M4048

Introduced by Councilmember _____ BILL 5433

(UDCT-08-26-9959) ORDINANCE_____

AN ORDINANCE AMENDING CHAPTER 403 DEVELOPMENT REVIEW PROCEDURES OF THE UNIFIED DEVELOPMENT CODE OF THE CODE OF ORDINANCE CITY OF BLUE SPRINGS MISSOURI TO AUTHORIZE ADMINISTRATIVE APPROVAL OF PLANNED DEVELOPMENT FINAL PLANS

WHEREAS, the City of Blue Springs adopted a Unified Development Code in 1996 by passage of Ordinance No. 2738 on November 18, 1996, and readopted an amended Unified Development Code on August 3, 2015, by passage of Ordinance No. 4558, which has been further amended for maintenance purposes and to respond to changing development patterns and current planning practices; and

WHEREAS, Section 403.040 establishes a two-step Planned Development review process consisting of a Planned Development Concept Plan and a Planned Development Final Plan; and

WHEREAS, the Planned Development Concept Plan establishes permitted uses, general site layout, density or intensity, access, development standards, approved modifications, and other major development characteristics through public review by the Planning Commission and City Council; and

WHEREAS, a Planned Development Final Plan provides detailed information demonstrating compliance with the approved Concept Plan, applicable Unified Development Code requirements, technical requirements, and conditions of approval; and

WHEREAS, requiring formal review of a Final Plan that substantially complies with

an approved Concept Plan can duplicate prior review and extend processing time without changing approved development rights of policy-level decisions; and

WHEREAS, the proposed amendment authorizes the Director of City Development, or designee, to approve a Planned Development Final Plan administratively when it substantially complies with the approved Concept Plan and all applicable conditions, while requiring substantive amendments to proceed through the applicable public review process; and

WHEREAS, the Development Advisory Commission was unable to meet before Planning Commission consideration because a quorum could not be secured; and

WHEREAS, after due notice, the Planning Commission held a public hearing at its September 14, 2026, meeting and recommended approval by a vote of 6 Aye and 1 No; and

WHEREAS, after due notice, the City Council held a public hearing at its September 21, 2026, meeting regarding the proposed amendment.

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

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

Section 1. That Table 403.010-1, Procedures Summary, of Section 403.010 of the Code of Ordinances, City of Blue Springs, Missouri, is hereby amended with respect to the Planned Development Final Plan row to read as follows:

Application	Staff	Planning Commission	City Council	Board of Adjustment	Right of Review
Planned Development Final Plan	D	A			R*

D=Decision Making Authority; A=Appellate Authority; R*=Right of review as provided by this Chapter.

Section 2. That Subsection 403.040(F), Final Plan, is hereby amended to read as follows:

F. Final Plan. A Final Plan is a detailed plan for implementing the concept plan, including technical information on building, site, open or civil space, and infrastructure development. A final plan may include the entire area covered by the concept plan or one or more phases of the approved concept plan. The plan shall include all necessary information to demonstrate that applicable standards, requirements, and conditions of the concept plan have been met. The Director of City Development, or designee, may approve a Planned Development Final Plan administratively when the plan satisfies the criteria of Subsection 403.040(G). A Final Plan that does not satisfy those criteria, or that constitutes a substantive amendment to the approved Concept Plan, shall be reviewed through the applicable public review and approval process for an amendment to the Planned Development Concept Plan.

Section 3. That Subsection 403.040(G), Final Plan Review Criteria, is hereby amended to read as follows:

G. Final Plan Review Criteria. A Planned Development Final Plan may

be approved administratively when the Director of City Development, or designee, determines that the plan:

1. Is in substantial compliance with the approved Planned Development Concept Plan and Planned Development, or designee, that the plan:

2. Complies with all conditions associated with approval of the Concept Plan;

3. Does not introduce a new land use or materially change the approved mix of uses;

4. Does not materially increase the approved density or development intensity;

5. Does not substantially change the general location or configuration of buildings, streets, access points, open space, or other major site features;

6. Does not request a new modification or deviation from an applicable Unified Development Code standard that was not authorized through the approved Concept Plan;

7. Complies with applicable engineering, fire, utility, stormwater, landscaping, architecture, transportation, and other City requirements; and

8. Does not otherwise constitute a substantive amendment to the approved Concept Plan.

Minor adjustments required to address final engineering, grading, utilities, stormwater management, building design, landscaping, or similar technical matters may be approved administratively when they do not materially alter the character or intent of the approved Concept Plan.

Section 4. That Subsection 403.040(H), Effect of Final Plan Approval and Lapse of Approval, is retained and shall apply to Final Plans approved administratively under this Ordinance.

Section 5. That this Ordinance shall be in full force and effect from and after its passage and approval.

Section 6. 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 21st day of September 2026.

CITY OF BLUE SPRINGS

_____

Chris Lievsay, Mayor

ATTEST:

_____

Erin Ford, City Clerk

1st Reading: _____

2nd Reading: _____

BLUE SPRINGS
MISSOURI

CITY COUNCIL

September 21, 2026

EXHIBITS FOR PUBLIC HEARING

2026 TAX LEVY

EXHIBIT #1 City Council Information Form dated August 31, 2026 with the following attachments: Notice of 2026 Aggregate Assessed Valuation, Affidavit of Notice of Public Hearing and Bill establishing the property tax levy for 2026

EXHIBIT 1
CITY COUNCIL
2026 TAX LEVY
SEPTEMBER 21, 2026

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: August 31, 2026

ITEM TYPE: Public Hearing / Ordinance

SUBMITTED BY: Karen Van Winkle

CONTRACT NUMBER: N/A

DEPARTMENT: Finance

STRATEGIC PLAN PRIORITY: Organizational Health

ITEM DESCRIPTION

A public hearing is being held to receive public comment on the 2026 Property Tax Levy for the City of Blue Springs. Upon conclusion of the public hearing, a Bill establishing the 2026 Property Tax Levy will be ready for introduction and readings.

BACKGROUND

On September 1, 2026, the office of the County Clerk of Jackson County, Missouri provided the City with an updated total aggregate assessed valuation for the 2026 tax year in the amount of $1,482,287,251.

The decrease in assessed valuation from 2025 totals $22,846,735 or 1.5% and is primarily due to 14% decrease in commercial real estate property valuation. New construction totals $19,072,638, the majority of which relates to residential construction in the southern portion of the City. The City did not annex any property in 2025.

INFORMATION	DETAIL
2025 Final Assessed Valuation	$ 1,505,133,986
2026 Final Assessed Valuation	$ 1,482,287,251
Decrease in Assessed Valuation	$ 22,846,735

Pursuant to RSMO Section 67.110 each political subdivision must adopt its tax rates not later than October of each year. If the tax rates are not set by this date, then no tax rate other than the rate necessary for the repayment of principal and interest on bonds shall be certified for the year. This must occur even though the appeals process has not been completed.

This bill establishes the 2026 property tax levy for the City of Blue Springs at a total rate of $0.5865 per $100 assessed valuation.

Issues related to Jackson County's 2023 assessed values remain unresolved. The State Tax Commission has not yet confirmed that the County has revised its assessment rolls in compliance with its orders, and the State Auditor has advised that recoupment discussions cannot proceed until that confirmation is received. In addition, issues related to Jackson County's 2025 commercial property assessments remain unresolved, and the potential impact on the City's assessed valuation and property tax revenues is currently unknown. Therefore, the City's 2026 tax levy is being established without consideration of any recoupment related to these assessment issues. The City may consider the allowable recoupment as part of the 2027 tax levy, within the applicable three-year recoupment period.

The proposed levy for General Fund operations has been calculated at $0.4365 per $100 assessed valuation in compliance with Article X, Section 22 of the Missouri Constitution (the Hancock Amendment) and Section 137.073, RSMo.

The levy for the General Obligation Bond Fund will remain at $0.1500 per $100 of assessed valuation, as initially proposed to voters on August 7, 1990, reaffirmed on August 5, 2008, and reconfirmed again on August 6, 2024.

The proposed 2026 tax levy is as follows compared to 2025, 2024, 2023, and 2022:

Levy	2026	2025	2024	2023	2022
General Fund	.4365	.4243	.4301	.4259	.4866
Recoupment	.0000	.0000	.0000	.0000	.0000
Debt Service	.1500	.1500	.1500	.1500	.1500
Total	.5865	.5743	.5801	.5759	.6366

The public hearing notice estimated the 2026 tax levy would total $0.5865 based upon the assessed valuation dated September 1, 2026.

FINANCIAL IMPACT

INFORMATION	DETAIL
Contractor:	N/A
Amount of Request/ Contract:	N/A
Amount Budgeted:	N/A
Budget Year:	FY 2026-27
Funding Source/Account #:	N/A
Account Balance:	N/A Date: 9/16/2026
Revenue to be Received:	$ 6,190,024 and $ 2,159,257
Revenue Account No.	100-00000-401100 and 210-00000-401100

PROJECT TIMELINE

INFORMATION	DETAIL
Estimated Start Date	October 1, 2026
Estimated End Date	September 30, 2027

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Notice of 2026 Aggregate Assessed Valuation
2. Affidavit of Notice of Public Hearing
3. Bill establishing the property tax levy for 2026

REVIEWED BY

Requesting Director: Karen Van Winkle **Legal: N/A**

Administration: George Schmitz **City Administrator: C.hristine Cates**

Budget: Lori Turner

SUPPORTING DOCUMENTS

Document	Required	If not required, explain
Certificate of Insurance:	N/A	Ordinance setting tax levy.
E-Verify:	N/A	Ordinance setting tax levy.
Bond:	N/A	Ordinance setting tax levy.

IRS Form W-9	N/A	Finance Review: August 27, 2026
Bid/RFP/RFQ and Tabulation	N/A	Ordinance setting tax levy.
Bid Waiver: (less than three bids)	N/A	Ordinance setting tax levy.
Contractor address and email:	N/A	Ordinance setting tax levy.
Project Exemption Certificate needed:	N/A	Ordinance setting tax levy.

Office of
Mary Jo Spino
Clerk of the County
Legislature

COUNTY LEGISLATURE

JACKSON COUNTY, MISSOURI

Jackson County
Courthouse
415 E. 12th Street
Kansas City, MO
64106
816-881-3242

NOTICE OF 2026
AGGREGATE ASSESSED VALUATION
FOR
POLITICAL SUBDIVISIONS
OTHER THAN SCHOOL DISTRICTS

As required by Section 137.245.3 RSMo., I, Mary Jo Spino, County Clerk of Jackson County, State of Missouri, do hereby certify that the following is the aggregate assessed valuation in Jackson County of...

City of Blue Springs

a political subdivision, for the year 2026, as shown on the Jackson County Assessment Rolls, plus Railroad and Utility valuations as reported by the State Tax Commission.

REAL PROPERTY ..... **$ 1,280,192,922**

	County Assessment Rolls		Locally Assessed RR & Utility		Total
Residential	$ 1,038,244,437	+	N/A	=	$1,038,244,437
Agricultural & Horticultural	$ 205,943	+	N/A	=	$ 205,943
Commercial	$ 240,629,052	+	$ 1,113,490	=	$ 241,742,542
	$ 1,279,079,432	+	$ 1,113,490	=	**$1,280,192,922**

NEW CONSTRUCTION

Residential	$ 17,103,233
Ag & Hort	$
Commercial	$ 1,969,405
TOTAL	$ 19,072,638

Note: The Amount of "New Construction" Value(s) are included above

The Non-Taxable Amount of "Abatement and/or TIF" Value(s) are **not** included above

PERSONAL PROPERTY ..... **$ 180,600,183**

	County Assessment Roll		Locally Assessed RR & Utility		Total
"PP-B" Personal Property – Business	$ 47,330,285	+	$ 1,391,553	=	$ 48,721,838
"PP-I" Personal Property - Individual	$ 131,878,345	+	N/A	=	$ 131,878,345
	$ 179,208,630	+	$ 1,391,553	=	$ **180,600,183**

STATE ASSESSED – REAL PROPERTY ..... **$ 18,812,994**

STATE ASSESSED – PERSONAL PROPERTY ..... **$ 2,681,152**

TOTAL CURRENT VALUATION **$ 1,482,287,251**

This information is transmitted to assist you in complying with Section 67.110 RSMo., which requires that notice be given and public hearings held before tax rates are set.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the County of Jackson, at my Office in Kansas City, Missouri, this 1st day of September, 2026.

Clerk
Mary Jo Spino

ASSESSMENT DEPARTMENT

JACKSON COUNTY, MISSOURI

Jackson County
Courthouse
415 E. 12th Street
Kansas City, MO
64106
816-881-3239

NOTICE OF 2026
AGGREGATE ASSESSED VALUATION
OF TAX INCREMENT FINANCED PROPERTY

CITY - BLUE SPRINGS

For the year 2026, as shown on the Jackson County Assessment Rolls.

TIF VALUES	
Residential	$ 2,812,875
Ag & Hort	$
Commercial	$ 26,940,464

TOTAL TIF INCREMENT..... $ 29,753,339

NEW CONSTRUCTION TIF	
Residential	$
Ag & Hort	$
Commercial	$_____
TOTAL	$

Note: The amount of "New Construction TIF" is included above.

The Pulse
Legal Publication

AFFIDAVIT OF PUBLICATION

County of Jackson

ss

State of Missouri

Before the undersigned, a Notary Public of Jackson County, Missouri, duly commissioned, qualified and authorized by law to administer oaths, personally appeared

John Wingo

Publisher of **The Pulse Legal Publication** and **The Pulse of Independence**, daily newspapers of general circulation published, issued, and entered as periodicals class mail in the Cities of Kansas City and Independence, Missouri, respectively, in said County and State; that she is authorized to make this affidavit and sworn statement; that the notice or other legal advertisement of

Notice of Public Hearing

See attached

a true copy of which is attached hereto, was published in **The Pulse** on the following dates:

September 11, 2026

in volume **31** **Indep.** **Edition**

and numbered **352**

and that the said newspaper in which such notice, document, or legal advertisement was published was, at the time of each and every such publication, a newspaper meeting all of the requirements and qualifications of Chapter 493, including Sections 493.050, 493.070 and 493.090, Revised Statutes of Missouri.

John Wingo

Sworn to and subscribed
before me this

September 11, 2026

Ashli Fanning
Notary Public—Jackson County, State of Missouri
My commission expires 9/13/2030
Commission No. 22410866

ASHLI FANNING
NOTARY PUBLIC NOTARY SEAL # 22410866
MY COMMISSION EXPIRES 09/13/2030
JACKSON COUNTY
STATE OF MISSOURI

AFFIDAVIT OF PUBLICATION

NOTICE OF PUBLIC HEARING

The City Council of the City of Blue Springs, Missouri, will hold a public hearing at its regular meeting on Monday, September 21, 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, for the purpose of receiving public comments concerning the proposed property tax rates for the City of Blue Springs for 2026, for its fiscal year beginning October 1, 2026, based upon the current assessed valuation of taxable property provided by the Jackson County Clerk and dated September 1, 2026.

The setting of the tax rates is governed by Article X, Section 22 of the Missouri Constitution and Sections 67.110 and 137.073, RSMo.

Assessed Valuation	Current Tax Year 2026	Prior Tax Year 2025
Real Estate	1,280,192,922	1,303,596,071
Personal Property	180,600,183	181,388,087
State Assessed Railroad & Utility Real Estate	18,812,994	18,066,189
State Assessed Railroad & Utility Personal	2,681,152	2,083,639
Total Assessed Valuation	1,482,287,251	1,505,133,986

Total New Construction $19,072,638

Fund Category	Tax Rate 2026* (Per $100)	Tax Rate 2025 (Per $100)
General Fund (City Operating)	.4365	.4243
Debt Service GO Bond Fund	.1500	.1500
Total	.5865	.5743

Fund	Budgeted Revenue Fiscal Year 2026-27	Budgeted Revenue Fiscal Year 2025-26
General Fund (City Operating)	6,190,024	5,951,845
Debt Service GO Bond Fund	2,159,257	2,088,677
Total Revenue	8,349,281	8,040,522

* Proposed tax rates are subject to revision if assessed valuations are subsequently adjusted or other information affecting the tax rate calculations is received, and are subject to review and certification by the Missouri State Auditor's Office.

PUBLISH: SEPTEMBER 11, 2026

352 M4061

Introduced by Councilmember _____ BILL 5434

ORDINANCE_____

AN ORDINANCE ESTABLISHING THE PROPERTY TAX LEVY FOR 2026

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

Section 1. That pursuant to the laws of the State of Missouri, relating to the Home Rule Charter cities, there is hereby levied on the assessed valuation of all properties, both real and personal, liable for taxation in the City of Blue Springs, Missouri, as shown by the assessments made by the County Assessor for Jackson County, Missouri, and returned certified by the County Clerk, on the books of said City, the following taxes:

For General Revenue	$0.4365
For General Obligation Bonds	$0.1500
Total Levy per $100.00 Assessed Valuation for 2026	$0.5865

Section 2. The above levy and tax rate is hereby fixed and adopted by the City Council as the rate of **$0.5865.**

Section 3. The rate of taxes levied, specified in Section 1, shall be duly certified and reported to the County Clerk of Jackson County, Missouri, as provided by law.

Section 4. That this Ordinance shall be in full force and effect from and after its passage and approval.

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 21st day of September 2026.

CITY OF BLUE SPRINGS

_____

Chris Lievsay, Mayor

ATTEST:

_____

Erin Ford, City Clerk

1st Reading: _____

2nd Reading: _____

Council Meeting Date: September 21, 2026

Agenda Item #: 10

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: September 16, 2026

ITEM TYPE: Ordinance

SUBMITTED BY: Christine Cates

CONTRACT NUMBER: N/A

DEPARTMENT: Administration

STRATEGIC PLAN PRIORITY: Organizational Health

ITEM DESCRIPTION

Second reading of Bill 5426 adopting the Fiscal Year 2026-27 Budget. The public hearing and first reading of this Bill was held on September 8, 2026.

BACKGROUND

The proposed 2026-27 budget of $136,261,520 represents an increase from the adopted 2025-26 budget of $112,958,377 by $23,303,143 or 21% primarily due to an increase in operating costs and capital improvements.

This proposed budget is $1,372,641 higher than the amount that was discussed at the budget work session on August 13, 2026. During the final review of the budget document, it was identified that the debt service for the Public Safety Sales Tax Fund had not been included.

Section 7.5 of the City's Home Rule Charter requires the adoption of the annual budget on or before the last day of the fiscal year currently ending. Adoption of the budget shall constitute appropriations of the amounts specified therein as expenditures from the funds indicated.

FINANCIAL IMPACT

INFORMATION	DETAIL
Contractor:	N/A

PROJECT TIMELINE

INFORMATION	DETAIL
Estimated Start Date	October 1, 2026
Estimated End Date	September 30, 2027

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill adopting 2026-27 Budget

REVIEWED BY

Requesting Director: Christine Cates **Budget: Lori Turner**

Administration: George Schmitz **Legal: N/A**

City Administrator: Christine Cates

Introduced by Councilmember _____ BILL 5426

ORDINANCE_____

AN ORDINANCE APPROVING, ADOPTING AND APPROPRIATING THE ANNUAL OPERATING AND CAPITAL BUDGETS OF THE CITY OF BLUE SPRINGS, MISSOURI, FOR THE FISCAL YEAR OCTOBER 1, 2026 - SEPTEMBER 30, 2027

WHEREAS, in accordance with Section 7.2 of the City Charter, the City Council does hereby adopt the Budget for the 2026-27 Fiscal Year, including proposed income, proposed operating expenditures, and proposed capital expenditures; and

WHEREAS, total proposed expenditures shall not exceed the total of estimated income plus any surplus anticipated to be on hand at the end of the 2026-27 fiscal year; and

WHEREAS, the City Council has held a Public Hearing for public comment and input on September 8, 2026, for the October 1, 2026 - September 30, 2027 Proposed Annual Budget as required by Section 7.5 of the City Charter.

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

Section 1. The Annual Budget of $136,261,520 including organizational salary schedule, operating and expenses accounts for staff, boards and commissions, and the City Council, debt service fund accounts, special revenues funds, enterprise funds, capital projects funds and a Capital Improvements Program (CIP) of the City of Blue Springs, Missouri, for the fiscal year commencing October 1, 2026, and ending September 30, 2027, as submitted by the City Administrator and incorporated herein by reference, as if fully set out in this Ordinance, is hereby approved.

Section 2. The City Administrator is hereby authorized to expend the funds as set forth in said Budget.

Section 3. That this Ordinance shall be in full force and effect from and after October 1, 2026.

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 8th day of September 2026.

CITY OF BLUE SPRINGS

_____

Chris Lievsay, Mayor

ATTEST:

_____

Erin Ford, City Clerk

1st Reading: _____

2nd Reading: _____