BLUE SPRINGS
MISSOURI

CITY COUNCIL MEETING
Monday, October 19, 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 October 5, 2026 City Council meeting

   b. Resolution 073-2026 authorizing sale of Special Obligation Bonds for Southwest Park

4. **Public Hearing** – Durvet Plan for an Industrial Project and Taxable Industrial Development Revenue Bonds

5. Introduction and readings of Bill 5438 approving a Durvet Plan for an Industrial Project and Taxable Industrial Development Revenue Bonds

6. **Public Hearing** – Code Amendment related to the Code Enforcement process

7. Introduction and readings of Bill 5439 approving a Unified Development Code Amendment related to the Code Enforcement process

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

9. Introduction and readings of Bill 5440 approving a Code Amendment to reflect State changes to the Missouri Sunshine Law

10. Introduction and readings of Bill 5441 authorizing the City to enter into agreements for Wyatt Road improvements and temporary construction easements

11. **Presentation** - Commission on Accreditation for Law Enforcement Agencies

12. **Presentation** – Downtown Blue Springs

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

14. Councilmember Comments

15. Mayoral Comments

16. **Closed Session** – Discussion related to Litigation, Real Estate and Personnel pursuant to Section 610.021 (1), (2), (3) and (13)

Upcoming Meetings

Economic Development Council Meeting – October 21, 8:15 AM

Planning Commission Meeting – October 26, 6:30 PM

Public Safety Citizen's Advisory Meeting – October 27, 6:00 PM

City Council Meeting – November 2, 6:00 PM

Park Commission Meeting – November 3, 6:00 PM

Planning Commission Meeting – November 9, 6:30 PM

City Council Work Session – November 10, 6:00 PM

Veterans Day – **City Offices Closed** – November 11

Public Arts Commission Meeting – November 11, 4:00 PM

Land Bank Meeting – November 16, 3:00 PM

City Council Meeting – November 16, 6:00 PM

This agenda was posted at City Hall and on the City's website on Friday, October 16, 2026.

Erin Ford, City Clerk

BLUE SPRINGS
MISSOURI

EXPLANATIONS

DATE: October 16, 2026

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

FROM: City Administrator Christine Cates

SUBJECT: Agenda Explanations

Item 3b – Sale of Special Obligation Bonds for Southwest Park

Adopt a Resolution to authorize the offering for sale of Special Obligation Bonds for the benefit of the City of Blue Springs, Missouri to provide funding for the development of Southwest Park, including reimbursement of engineering and design costs for improvements to Rotary Park. Refer to Council Information Form from Senior Director of Finance Karen Van Winkle for additional information.

Items 4 & 5 – Durvet Plan for an Industrial Project and Taxable Industrial Development Revenue Bonds

Passage of a Bill approving a plan for an industrial development project; authorizing the issuance of taxable industrial development revenue bonds in a maximum aggregate principal amount of not to exceed $7,550,000; and authorizing certain documents and actions in connection therewith for "Durvet, Inc. Expansion Project - 2026 phase". The project is an addition to Durvet, Inc.'s existing Animal Health Products Headquarters located at 100 SE Magellan Drive, Blue Springs, Missouri 64014. Refer to Council Information Form from Director of Strategic Initiatives George Schmitz for additional

information.

Items 6 & 7 – Code Amendment Related to Code Enforcement Process

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-09-26-10007). Upon conclusion of the public hearing, a Bill approving the amendments to sections of various Chapters 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.

Item 9 – Code Amendment Related to Sunshine Law

Passage of a Bill amending Sections 122.020 and 122.100 of the Code of Ordinances, City of Blue Springs, Missouri, based on State of Missouri amendments to Section 610.021 RSMo. Missouri Sunshine Law which adds three new types of closed records, and language regarding timeframes for withdrawing requests. Refer to Council Information Form from City Clerk Erin Ford for additional information.

Item 10 – Wyatt Road Improvements and Easements

Passage of a Bill authorizing the City to enter into agreements for Wyatt Road improvements including accepting temporary construction easements. Refer to Council Information Form from Assistant City Administrator Dennis Dovel for additional information.

Item 11 – Presentation from Commission on Accreditation for Law Enforcement Agencies

Presentation from Mr. Tim Baysinger of the Commission on Accreditation for Law Enforcement Agencies (CALEA) regarding the successful Full Reaccreditation for the Police Department and the Initial Accreditation of the Communications Center. Refer to

Council Information Form from Police Chief Bob Muenz for additional information.

Item 12 – Presentation Downtown Blue Springs

Downtown Blue Springs will provide the Mayor and City Council with an overview of the organization's mission, ongoing initiatives, and role in supporting Downtown revitalization. Refer to Council Information Form from Director of Strategic Initiatives George Schmitz for additional information.

BLUE SPRINGS
MISSOURI

MINUTES OF OCTOBER 5, 2026 CITY COUNCIL MEETING

MEETING INFORMATION

A meeting of the City Council of the City of Blue Springs, Missouri, was held on Monday, October 5, 2026 at 6:00 p.m. in the Council Chambers of the Howard L. Brown Public Safety Building, 1100 SW Smith Street, Blue Springs, Missouri with Mayor Chris Lievsay presiding.

COUNCIL ATTENDANCE

Jerry Kaylor - ABSENT

Katie Tholen - ABSENT

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

The 4-H group Classy Clovers led in the pledge of allegiance.

CALL MEETING TO ORDER AND CONFIRMATION OF QUORUM

Mayor Lievsay called the meeting to order at 6:01 p.m. The City Clerk confirmed a quorum of the Council was present.

CONSENT AGENDA

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

- Minutes of the September 21, 2026 City Council Meeting
- **Resolution No. 071-2026** 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. 072-2026** approving a purchase in the amount of $244,929.80 from Advanced Healthstyles Fitness Equipment, Inc. dba Advanced Exercise for cardio fitness equipment located at the Carson Ross Community Recreation Complex.

The Consent Agenda was approved with the following:

VOTE

Brummel – Aye

Ericson – Aye

Markworth – Aye

Rowan – Aye

Kaylor – ABSENT

Tholen – ABSENT

Mayor Lievsay – Aye

PRESENTATION / DISCUSSION

Mayor Lievsay and Council recognized National 4-H Week and presented a proclamation to the local 4-H club Classy Clovers.

PUBLIC HEARING – CODE AMENDMENT RELATED TO OUTDOOR STORAGE

Mayor Lievsay opened the Public Hearing at 6:04 p.m. to consider amendments to the Unified Development Code related to outdoor storage. The City Clerk entered one exhibits into the record.

STAFF REPORT

Director of City Development Nic Hutchison reviewed the details of the proposed code amendment and addressed questions from the Council.

The Mayor hearing no further comments for or against, closed the public hearing at 6:19 p.m.

INTRODUCTION AND FIRST READING OF BILL NUMBER 5435 - CODE AMENDMENT RELATED TO OUTDOOR STORAGE

Councilmember Brummel introduced Bill Number 5435 approving amendments to the Unified Development Code related to outdoor storage. City Clerk Erin Ford made the first reading of Bill No. 5435 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Markworth moved to approve Bill No. 5435 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Brummel and carried with Councilmember Ericson voting no.

SECOND READING – BILL NUMBER 5435

Ms. Ford made the second reading of Bill Number 5435 by title. Councilmember Ericson moved to adopt Bill Number 5435 upon its second reading and give it ORDINANCE Number 5528, with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Rowan and carried with a vote of 4-1:

VOTE

Ericson – No

Markworth – Aye

Rowan – Aye

Brummel – Aye

Kaylor – ABSENT

Tholen – ABSENT

Mayor Lievsay – Aye

INTRODUCTION AND FIRST READING OF BILL NUMBER 5436 – FINAL PLAT FOR CORDILL-MASON ELEMENTARY

Councilmember Brummel introduced Bill Number 5436 approving a Final Plat for Cordill-Mason Elementary, located at 4001 SW Christiansen Drive. City Clerk Erin Ford made the first reading of Bill No. 5436 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Markworth moved to approve Bill No. 5436 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Brummel and carried unanimously.

SECOND READING – BILL NUMBER 5436

Ms. Ford made the second reading of Bill Number 5436 by title. Councilmember Ericson moved to adopt Bill Number 5436 upon its second reading and give it ORDINANCE Number 5529 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

Brummel – Aye

Ericson – Aye

Kaylor – ABSENT

Tholen – ABSENT

Mayor Lievsay – Aye

INTRODUCTION AND FIRST READING OF BILL NUMBER 5437 – FINAL PLAT FOR WOODLANDS AT CHAPMAN FARMS PAT 3A

Councilmember Brummel introduced Bill Number 5437 approving the Final Plat for Woodlands at Chapman Farms 3a, located at 8619 SW 7 Highway. City Clerk Erin Ford made the first reading of Bill No. 5437 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Markworth moved to approve Bill No. 5437 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Brummel and carried unanimously.

SECOND READING – BILL NUMBER 5437

Ms. Ford made the second reading of Bill Number 5437 by title. Councilmember Ericson moved to adopt Bill Number 5437 upon its second reading and give it ORDINANCE Number 5530 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

Brummel – Aye

Ericson – Aye

Markworth – Aye

Kaylor – ABSENT

Tholen – ABSENT

Mayor Lievsay – Aye

PRESENTATION FROM MISSOURI DEPARTMENT OF TRANSPORTATION

James Pflum, Project Manager with the Missouri Department of Transportation, presented information regarding the upcoming I-70 closure and addressed questions from Council. A copy of the PowerPoint presentation is attached to these Minutes and incorporated herein.

COUNCILMEMBER COMMENTS

Councilmember Ericson noted that National Night Out will be held on October 6.

Councilmember Markworth noted that a Community Forum with the Public Safety Citizens' Advisory Board and Neighbors in Need Task Force will be held on October 15.

MAYORAL COMMENTS

- Green Up the Blue and Brew to Brew events will be held on October 17.

CLOSED SESSION

At 6:46 p.m., Councilmember Ericson 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

Brummel – Aye

Ericson – Aye

Markworth – Aye

Rowan – Aye

Kaylor – ABSENT

Tholen – ABSENT

Mayor Lievsay – Aye

October 5, 2026

SIGNATURES:

CITY OF BLUE SPRINGS

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Chris Lievsay, Mayor

ATTEST

_____

Erin Ford, City Clerk

Council Meeting Date: October 19, 2026

Agenda Item #: 3b

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: October 12, 2026

ITEM TYPE: Resolution

SUBMITTED BY: Karen Van Winkle

CONTRACT NUMBER: N/A

DEPARTMENT: Finance

STRATEGIC PLAN PRIORITY: Infrastructure

ITEM DESCRIPTION

Adopt a Resolution to authorize the offering for sale of Special Obligation Bonds for the benefit of the City of Blue Springs, Missouri to provide funding for the development of Southwest Park, including reimbursement of engineering and design costs for improvements to Rotary Park.

BACKGROUND

This Resolution authorizes the offering for sale of approximately $32,575,000.00 in special obligation bonds to acquire, design, construct, equip, furnish and improve the City's park system, including the development of Southwest Park, a 55-acre tract with an event facility, playground, treetop walk, trails and related amenities, and improvements to Rotary Park. In May 2026, the City Council approved the updated Parks, Recreation, and Open Space Master Plan, which includes the development of Southwest Park. Bond proceeds will also reimburse the City for approximately $1.3 million in Southwest Park

engineering and design costs paid in fiscal year 2026. The designing and issuance of bonds for Southwest Park was a performance measure identified in the City's Strategic Plan 2025 – 2030 under the Infrastructure Priority Area.

The bonds are special, limited obligations of the City payable from funds appropriated annually by the City Council. The City anticipates using Parks sales tax revenues, approved in perpetuity on April 6, 2021, to pay debt service; however, these revenues are not pledged to the bonds. The parks sales tax also supports debt service on the City's Series 2022 Special Obligation Bonds (Aquatic Center Project), with $31,990,000 outstanding.

The bonds will be issued for a term of 30 years, with principal payments beginning in 2028 and a planned annual debt service payment of approximately $2.25 million. Bond proceeds are expected to provide approximately $32.0 million for the project after the underwriter's discount and costs of issuance.

Following adoption of this Resolution, the ordinance authorizing the issuance of the bonds is currently scheduled for City Council consideration on November 2, 2026. The sale of the bonds is currently scheduled for November 16, 2026, with closing and delivery currently scheduled for December 17, 2026. The final terms of the bonds will be approved by that Ordinance, and all dates are subject to change based on market conditions.

FINANCIAL IMPACT

INFORMATION	DETAIL
Contractor:	N/A
Amount of Request/ Contract:	N/A

Amount Budgeted:	$31,175,000
Budget Year:	FY 2026-27
Funding Source/Account #:	158-73000-544100 PR-71
Account Balance:	$31,175,000 Date: 10/14/2026
Revenue to be Received:	$32,000,000
Revenue Account No.	158-82026-490600

PROJECT TIMELINE

INFORMATION	DETAIL
Estimated Start Date	October 20, 2026
Estimated End Date	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution authorizing sale of Special Obligation Bonds.

REVIEWED BY

Requesting Director: Karen Van Winkle

Legal: Gilmore & Bell

Administration: George Schmitz

City Administrator: Christine Cates

Budget: Lori Turner

RESOLUTION 73-2026

A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF SPECIAL OBLIGATION BONDS OF THE CITY OF BLUE SPRINGS, MISSOURI

WHEREAS, the City of Blue Springs, Missouri (the "City"), has selected the firm of Gilmore & Bell, P.C., Kansas City, Missouri, as bond counsel ("Bond Counsel"), and Baker Tilly Municipal Advisors, LLC, as municipal advisor (the "Municipal Advisor"), for a series of special obligation bonds in an aggregate principal amount of approximately $32,575,000 (the "Bonds") for the purpose of financing the costs to acquire, design, construct, equip, furnish and improve the City's park system, including, but not limited to, (1) the development of Southwest Park, a 55-acre, predominantly forested tract featuring rolling hills and streams with an event facility, playground, treetop walk, shelters, restrooms, trails, parking areas and other related amenities, and (2) improvements to Rotary Park, and related facilities in the City (the "Project"); and ; and

WHEREAS, the City desires to authorize the Municipal Advisor and Bond Counsel to proceed with the offering for sale of the Bonds; and

WHEREAS, the City desires to authorize the Municipal Advisor and Bond Counsel to proceed with the preparation and distribution of a Notice of Sale, a Preliminary Official Statement and a final Official Statement relating to the Bonds.

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

Section 1. The City hereby authorizes the Municipal Advisor and Bond Counsel to proceed with the preparation, review and distribution of the Notice of Sale, the Preliminary Official Statement and the final Official Statement for the Bonds. Upon completion of the preparation of the Notice of Sale and

the Preliminary Official Statement, the Municipal Advisor is hereby authorized to proceed with the offering for sale of the Bonds. The final terms of the Bonds shall be determined and approved by subsequent ordinance of the City Council of the City.

Section 2. The City Council hereby authorizes the execution of the final Official Statement by the Mayor, the City Administrator or other appropriate officers of the City with such changes and additions thereto as such officials shall deem necessary or appropriate, such official's signature thereon being conclusive evidence of such official's and the City's approval thereof. The City Council hereby consents to the use and public distribution by the Underwriter of the Preliminary Official Statement and the final Official Statement in connection with the offering for sale of the Bonds.

Section 3. For the purpose of enabling the purchaser of the Bonds to comply with the requirements of Rule 15c2 12(b)(1) of the Securities and Exchange Commission, the Mayor, the City Administrator or other appropriate officers of the City are hereby authorized, if requested, to provide the purchaser of the Bonds a letter or certification to the effect that the City deems the information contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2 12(b)(1), and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the purchaser to comply with the requirements of such Rule.

Section 4. The City agrees to provide to the purchaser of the Bonds within seven business days of the date of the agreement to purchase the Bonds or within sufficient time to accompany any confirmation that requests payment from any customer of the purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the purchaser to comply with the requirements of Rule 15c2 12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G 32 of the Municipal Securities Rulemaking Board.

Section 5. The City expects that expenditures will be made, by or on behalf of itself, after the date of adoption of this Resolution in connection with the Project, and the City intends to reimburse itself for such expenditures with proceeds of the Bonds. The maximum principal amount of the Bonds to be issued for the Project is $33,500,000.

Section 6. The Mayor, the City Administrator and other officers and representatives of the City, the Municipal Advisor and Bond Counsel, are hereby authorized and directed to take such other action as may be necessary to carry out the public sale and offering of the Bonds.

Section 7. This Resolution shall be in full force and effect from and after its adoption by the City Council.

Section 8. City staff is directed to perform all tasks necessary to implement public sale and offering of the Bonds.

Section 9. 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 19th day of October 2026.

CITY OF BLUE SPRINGS

_____

Chris Lievsay, Mayor

ATTEST:

_____

Erin Ford, City Clerk

BLUE SPRINGS
MISSOURI

CITY COUNCIL

October 19, 2026

EXHIBITS FOR PUBLIC HEARING

DURVET PLAN, BONDS AND EXPANSION

EXHIBIT #1 City Council Information Form dated October 13, 2026 with the following attachments: Bill approving the issuance of taxable industrial revenue bonds and related financing documents attached as Exhibits A-E in the form of a Plan for an Industrial Development Project for Durvet (Expansion Project – 2026 Phase), First Supplemental Trust Indenture between the City and the Trustee, First Supplemental Lease Agreement between the City and the Company, Bond Purchase Agreement between the City and the Company, and First Supplemental Performance Agreement between the City and the Company

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: October 13, 2026

ITEM TYPE: Public Hearing / Ordinance

SUBMITTED BY: George Schmitz

CONTRACT NUMBER: N/A

DEPARTMENT: City Administration

STRATEGIC PLAN PRIORITY: Downtown Revitalization

ITEM DESCRIPTION

Passage of a Bill approving a plan for an industrial development project; authorizing the issuance of taxable industrial development revenue bonds in a maximum aggregate principal amount of not to exceed $7,550,000; and authorizing certain documents and actions in connection therewith for "Durvet, Inc. Expansion Project - 2026 phase". The project is an addition to Durvet, Inc.'s existing Animal Health Products Headquarters located at 100 SE Magellan Drive, Blue Springs, Missouri 64014.

BACKGROUND

Durvet, Inc. (Durvet) is an American animal health products company founded in 1970. Headquartered in Blue Springs, Missouri, Durvet was established as a cooperative purchasing organization to help independent distributors compete more effectively in the animal health industry.

Over the decades, Durvet has grown into a nationally recognized supplier of animal health products, including medications, supplements, livestock care products, and pet health solutions. The company serves agricultural producers, veterinarians, retailers, and pet owners through a network of independent distributors.

Durvet currently employs around 85 individuals in their Blue Springs facility. They currently average around $400 million dollars in sales annually, with 87% of those sales coming through their Blue Springs facility. Durvet first moved into their Adams Dairy/40 Highway facility in 1995. It was 39,000 square feet at the time. They have since completed expansion projects to the building in 2004 and 2019. The 2019 expansion consisted of the construction of approximately 54,080 square foot warehouse and office expansion. These improvements were financed by industrial development revenue bonds by Ordinance No. 4875 at the December 16th, 2019 City Council Meeting.

Their current building capacity at the Adams Dairy/40 Highway location is 130,000 Square Feet. The planned expansion for the facility (set to open in 2027) will take their capacity up to 171,000 square feet. This planned expansion will give them the space to occupy the Adams Dairy facility for another 5-6 Years.

This planned expansion is the subject of this request for industrial revenue bonds. The ordinance proposed is for the Durvet, Inc. Expansion Project and concerns the issuance of Taxable Industrial Revenue Bonds in the maximum principal amount of $7,550,000 to be issued by the City for the Project and to pay costs of issuance of bonds. The Project consists of acquiring, constructing, improving, equipping and installing an expansion of the Company's existing facilities situated on approximately 9.43 acres generally located at 100 SE Magellan Drive in the City, such expansion consisting of an approximately 41,530 square foot building to provide additional warehouse storage space, office space, conference room, and bathrooms, and improvements to adjoining parking lots and

private streets (the "Project"). The Project will not involve the acquisition of land, as it will be located on property owned by the City and subject to tax abatement pursuant to a plan for an industrial development project approved by the City Council on July 1, 2019 (the "2019 Plan").

Durvet is currently in the process of purchasing land in Blue Springs, off Coranado near the Amazon Warehouse. This facility has been titled "Durvet 5.0" and will be where the company plans to relocate its facility once they have reached max capacity at their Adams Dairy Location. They estimate that they would be able to build the new facility to 320,000+ square feet.

FINANCIAL IMPACT

INFORMATION	DETAIL
Contractor:	Durvet, Inc.

PROJECT TIMELINE

INFORMATION	DETAIL
Estimated Start Date	October 19, 2026
Estimated End Date	October 13, 2037
Years and Months Contract in effect	10 Years
Number of times renewable	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill approving the issuance of taxable industrial revenue bonds and related financing documents attached as Exhibits A-E in the form of:
    a. Plan for an Industrial Development Project for Durvet (Expansion Project – 2026 Phase)
    b. First Supplemental Trust Indenture between the City and the Trustee
    c. First Supplemental Lease Agreement between the City and the Company
    d. Bond Purchase Agreement between the City and the Company
    e. First Supplemental Performance Agreement between the City and the Company

REVIEWED BY

Requesting Director: George Schmitz

Administration: George Schmitz

Budget: N/A

Legal: Sarah Granath

City Administrator: Christine Cates

Introduced by Councilmember _____ BILL 5438

ORDINANCE_____

AN ORDINANCE APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT; AUTHORIZING THE ISSUANCE OF TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS IN A MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $7,550,000; AND AUTHORIZING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH

WHEREAS, the City of Blue Springs, Missouri, a constitutional charter city and political subdivision of the State of Missouri (the "City") is authorized pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution, as amended, and Sections 100.010 to 100.200, inclusive, of the Revised Statutes of Missouri, as amended, and the Charter of the City (collectively, the "Act"), to issue its revenue bonds for the purpose of carrying out a project or projects under the Act, such revenue bonds to be paid solely from revenue received from such project, and to enter into a lease of the facilities financed with the proceeds of such revenue bonds with any person, firm or corporation; and

WHEREAS, pursuant to the Act and a Trust Indenture dated as of November 25, 2020 (the "Original Indenture") between the City and UMB Bank, N.A. (the "Trustee"), the City issued its Taxable Industrial Revenue Bonds (Durvet, Inc. Expansion Project), Series 2020, in the maximum principal amount of $9,600,000, on November 25, 2020, for the purpose of designing, constructing and installing an approximately 54,080 square foot warehouse and office expansion (the "Project Improvements") on certain land in the City (the "Project Site," with the Project Site and the Project Improvements together being the "Project"); and

WHEREAS, the City has leased the Project to Durvet, Inc., a Missouri corporation

(the "Company") pursuant to a Lease Agreement dated as of November 25, 2020 (the "Original Lease"); and

WHEREAS, the Company has determined a need for additional Project Improvements (including certain personal property) for the purpose of acquiring, constructing, improving, equipping and installing an approximately 41,530 square foot building expansion that will provide additional warehouse storage space, office space, conference room and bathrooms, and improvements to the adjoining parking lots and private streets, including related equipment (the "Additional Project Improvements") to expand the Project according to the needs of the Company; and

WHEREAS, Section 100.050 RSMo requires the City to prepare a plan in connection with any industrial development project undertaken pursuant to the Act; and

WHEREAS, a Plan for an Industrial Development Project for Durvet, Inc. (Expansion Project – 2026 Phase) dated September 21, 2026 (the "Plan") was prepared and distributed to the taxing jurisdictions along with notice of a public hearing to held by the City; and

WHEREAS, on October 19, 2026, the public hearing on the Plan was held by the City and public comment was taken; and

WHEREAS, the City Council hereby finds and determines that it is desirable for the improvement of the economic welfare and development of the City and within the public purposes of the Act that the City approve the Plan pursuant to the Act; and

WHEREAS, the City Council hereby further finds and determines that it is desirable for the improvement of the economic welfare and development of the City and within the public purposes of the Act that the City issue its Taxable Industrial

Revenue Bonds (Durvet, Inc. Expansion Project) (the "Bonds") to finance the Additional Project Improvements; and

WHEREAS, the City will continue to lease the Project (including the Additional Project Improvements, as they are completed) to the Company; and

WHEREAS, the City Council further finds and determines that it is necessary and desirable in connection with the issuance of the Bonds that the City enter into certain documents and that the City take certain other actions and approve the execution of certain other documents as herein provided;

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

Section 1. **Approval of Plan; Authorization for the Project.** The City hereby approves the Plan attached hereto as Exhibit A in accordance with Section 100.050 of the Act. The City is hereby authorized to provide for the acquisition, construction, improvement and installation of the Project, to take title to the Project and to lease the Project to the Company, all in the manner and as more particularly described in the Indenture and the Lease hereinafter defined and authorized.

Section 2. **Authorization of the Bonds**. The City is hereby authorized to issue and sell the Bonds as described in the recitals hereto for the purpose of providing funds to pay the costs of the Additional Project Improvements and to pay costs of issuing the Bonds. The Bonds shall be issued and secured pursuant to the herein authorized First Supplemental Trust Indenture (the "First Supplemental Indenture," together with the Original Indenture, the "Indenture") and shall have such terms, provisions, covenants and

agreements as are set forth therein.

Section 3. **Sale and Terms of Bonds; Authorization and Execution of Purchase Agreement.** The Bonds will be sold to the Company under the terms of a Bond Purchase Agreement dated as of the date set forth therein (the "Bond Purchase Agreement"), between the City and the Company. The maximum aggregate principal amount of the Bonds shall be $7,550,000, the interest rate on the Bonds shall not exceed 7.0%, principal shall be payable at maturity, the Bonds shall be purchased at 100% of the principal amount thereof and the Bonds may be redeemed at any time at a redemption price equal to the principal amount thereof plus accrued interest.

Section 4. **Limitation on Liability.** The Bonds and the interest thereon shall be limited and special revenue obligations of the City payable solely out of the rents, revenues and receipts derived by the City from the Project and the Original Lease, as amended by the First Supplemental Lease Agreement authorized herein (collectively, the "Lease") and not from any other fund or source of the City. Such payments, revenues and receipts shall be pledged and assigned to the Trustee as security for the payment of the Bonds as provided in the Indenture. The Bonds and the interest thereon shall not constitute general obligations of the City or the State of Missouri (the "State"), and neither the City nor the State shall be liable thereon. The Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction, and are not payable in any manner by taxation.

Section 5. **Authorization of Documents.** The City is hereby authorized to enter into the following documents (the "City Documents"), in substantially the forms on file with the City Clerk, with such changes therein as are approved by the

officials of the City executing the documents, such officials' signatures thereon being conclusive evidence of their approval thereof:

b) First Supplemental Trust Indenture between the City and the Trustee;
c) First Supplemental Lease Agreement between the City and the Company;
d) Bond Purchase Agreement between the City and the Company; and
e) First Supplemental Performance Agreement between the City and the Company.

Section 6. **Execution of Documents.** The Mayor is hereby authorized to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Indenture. The Mayor is hereby authorized to execute the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized to attest to and affix the seal of the City to the Bonds and the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 7. **Further Authority.** The City shall, and the officials, agents and employees of the City are hereby authorized to, take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Bonds and the City Documents. The Mayor is hereby authorized, throughout

the term of the Lease, to execute all documents on behalf of the City (including documents pertaining to the transfer of property or interests therein) as may be required to carry out and comply with the intent of this Ordinance, the Indenture and the Lease.

Section 8. **Effective Date**. This Ordinance shall be in full force and effect from and after its passage and approval.

Section 9. 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 19th day of October 2026.

CITY OF BLUE SPRINGS

_____

Chris Lievsay, Mayor

ATTEST:

_____

Erin Ford, City Clerk

1st Reading: _____

2nd Reading: _____

NOTICE TO TAXING JURISDICTIONS

On behalf of the City of Blue Springs, Missouri (the "City"), please find enclosed a copy of a proposed plan for an industrial development project and the cost benefit analysis (the "Plan").

The City Council will consider an ordinance to approve the Plan during the City Council's meeting on October 19, 2026, at 6:00 p.m. in the City Council Chambers at the Howard L. Brown Public Safety Building, 1100 SW Smith Street, Blue Springs, Missouri.

The City invites you to submit written comments to the Council on the proposed Plan. All comments will be fairly and duly considered by the City. Comments will also be taken during a public hearing at the City Council meeting referred to above.

A copy of the Plan will be on file in the office of the City Clerk and will be available for public inspection during normal business hours.

Dated: September 21, 2026

Blue Springs City Hall
903 West Main Street
Blue Springs, MO 64015

Taxing Jurisdictions -- Distribution List

Blue Springs School District Superintendent 1801 NW Vesper Street Blue Springs, MO 64015	**Junior College District of Metropolitan Kansas City, Missouri (Metropolitan Community College)** Chancellor 3200 Broadway Kansas City, MO 64111
Jackson County Board of Disabled Services 8511 Hillcrest Rd., Suite 300 Kansas City, MO 64138	**Mid-Continent Public Library** Director 15616 E. Highway 24 Independence, MO 64050-2057
Jackson County County Executive 415 E. 12th Street, 2nd Floor Kansas City, MO 64106	**Jackson County Community Mental Health** Executive Director 1627 Main Street, Suite 500 Kansas City, MO 64108
Central Jackson County Fire Protection District Fire Chief Station No. 3 – Administration Office 805 NE Jefferson Street Blue Springs, MO 64014	**Kansas City Zoological District** Chair of the Board of Directors 6800 Zoo Drive Kansas City, MO 64132
Jackson County Assessment Department Truman Courthouse 112 W. Lexington 1st Floor Independence, MO 64050	**City of Blue Springs** City Clerk 903 West Main Street Blue Springs, MO 64015
Jackson County Community Children's Services Fund Executive Director 2345 Grand Blvd., Suite 1450 Kansas City, MO 64108	**Jackson County Collections Department** Truman Courthouse 112 W. Lexington 1st Floor Independence, MO 64050
Missouri Department of Revenue County Tax Section Merchants/Manufacturers Replacement Tax Fund 301 West High Street Jefferson City, MO 65102-0453	**Missouri Department of Revenue** County Tax Section State Blind Pension Fund 301 West High Street Jefferson City, MO 65102-0453

BEFORE THE

CITY COUNCIL

OF THE

CITY OF BLUE SPRINGS, MISSOURI

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT

FOR

DURVET, INC.
(EXPANSION PROJECT – 2026 PHASE)

Dated: September 21, 2026

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT FOR DURVET, INC. (EXPANSION PROJECT – 2026 PHASE)

TO: THE CITY COUNCIL OF THE CITY OF BLUE SPRINGS, MISSOURI

Durvet, Inc., a Missouri corporation (the "Company") has proposed this plan for an industrial development project as described herein to the City of Blue Springs, Missouri (the "City"), for approval, to be carried out pursuant to Article VI, Section 27(b) of the Missouri Constitution, as amended, Sections 100.010 to 100.200, inclusive, of the Missouri Revised Statutes, as amended, and in support of said application submits the following:

1. **Description of the Project**. The Project consists of acquiring, constructing, improving, equipping and installing an expansion of the Company's existing facilities situated on approximately 9.43 acres generally located at 100 SE Magellan Drive in the City, such expansion consisting of an approximately 41,530 square foot building to provide additional warehouse storage space, office space, conference room, and bathrooms, and improvements to adjoining parking lots and private streets (the "Project"). The Project will not involve the acquisition of land, as it will be located on property owned by the City and subject to tax abatement pursuant to a plan for an industrial development project approved by the City Council on July 1, 2019 (the "2019 Plan").

2. **Estimate of the Cost of the Project.** The total cost of the Project is estimated to be $7,500,000, consisting of approximately $6,300,000 in real property improvements and $1,200,000 in personal property.

3. **Source of Funds to be Expended for the Project.** The source of funds to be expended for the Project will be the proceeds of $7,550,000 estimated aggregate principal amount of taxable industrial revenue bonds (the "Bonds") to be issued by the City for the Project and to pay costs of issuance of the Bonds.

4. **Statement of the Terms Upon Which the Project is to be Leased and Otherwise Disposed of by the City.** The Project will be leased (with an option to purchase) to the Company. The lease payments collectively will equal the principal and interest on the Bonds plus certain payments in lieu of taxes. The Bonds will be payable solely from the revenues derived by the City from the lease or other disposition of the Project and the Bonds will not be an indebtedness or general obligation, debt or liability of the City.

5. **General Information Concerning the Company.** The Company is a Missouri corporation. The Company is a wholesale distributor of animal health products.

6. **Bond Purchase Arrangements.** It is expected that the Company or an affiliate will purchase the Bonds of the City in the estimated aggregate principal amount of $7,550,000.

7. **Affected Taxing Jurisdictions.** The Blue Springs R-IV School District, the City, and Jackson County, Missouri will be affected by the Project as well as the other taxing jurisdictions shown on the attached Cost Benefit Analysis. The Junior College District of Metropolitan Kansas City, Missouri is the community college district affected by the Project. The Central Jackson County Fire Protection District, operating under chapter 321,

is affected by the Project. No ambulance district operating under chapter 190 is affected by the Project.

8. **Equalized Assessed Valuation.** The most recent equalized assessed valuation of the real property improvements to be included in the Project is $-0- and the most recent equalized assessed valuation of the personal property to be included in the Project is $-0-. The estimated total equalized assessed valuation after construction and equipping of the Project for real property to be included in the Project is $1,066,080 and for personal property to be included in the Project is $355,122.

9. **Cost Benefit Analysis.** Attached hereto as **Exhibit A** is the Cost Benefit Analysis on each affected taxing jurisdiction, which assumes a maximum total period of 10 years of tax abatement after completion of the Project. The Cost Benefit Analysis assumes the following abatement schedule:

Real and Personal Property (All Taxing Jurisdictions Except Central Jackson Fire Protection District):

Years 1-10 100% abatement

Real and Personal Property (Central Jackson Fire Protection District):

Years 1-10 25% abatement

The real property portion of the Project will also receive 100% abatement during the period of construction from all taxing jurisdictions except Central Jackson County Fire Protection District. The personal property portion of the Project is assumed to be depreciated as shown in the accompanying spreadsheets. The 2025 tax levy rates were utilized for all jurisdictions.

10. **Payments in Lieu of Taxes.** For all taxing jurisdictions except Central Jackson County Fire Protection District, it is anticipated that the Company will not make any payments in lieu of tax during construction or for years 1-10 after project completion for real or personal property comprising the Project. For Central Jackson County Fire Protection District, it is anticipated that the Company will make a payments in lieu of tax equal to 75% of taxes otherwise due during construction and for years 1-10 after project completion for real or personal property comprising the Project.

The land underlying the Project, as well as a prior project and personal property associated therewith (collectively, the "2019 Project"), will continue to be subject to abatement under existing contracts between the City and the Company until the end of tax year 2029, in accordance with the 2019 Plan. During such time, the Company will make payments in lieu of tax with respect to the 2019 Project in accordance with such existing contracts and the 2019 Plan. Starting in tax year 2030, the Company will be required to make payments in lieu of tax with respect to the real property components of the 2019 Project at a rate equal to 100% of the taxes that would otherwise be due thereon and the personal property components of the 2019 Project will return to the tax rolls.

11. **Sales and Use Tax Exemption on Construction Materials.** Qualified building materials purchased for the construction of the Project are expected to be exempt from sales and use

tax pursuant to the provisions of Section 144.062 of the Revised Statutes of Missouri and the underlying Bond documents upon delivery of a project exemption certificate by the City to the Company. For purposes of determining the impact of the sales and use tax exemptions for the qualified building materials on the affected taxing jurisdictions, it is assumed that $2,600,000 in purchases will be subject to the exemption and that the taxes applied will be those of the local taxing jurisdictions. Please note that any variance in these assumptions will alter the fiscal impact of the sales and use tax exemptions on the affected taxing jurisdictions.

Based on the assumptions set forth above, the fiscal impact on the affected taxing jurisdictions of the sales and use tax exemptions for qualified building materials is as follows:

	Tax Rate	Estimated Sales and/or Use Tax Revenues Subject to Exemption
State of Missouri	4.225%	$109,850
City of Blue Springs[1]		
General revenue	1.000	0
Transportation	0.500	0
Public Safety	0.500	0
Parks	0.500	0
Jackson County[2]		
General revenue	0.500	6,500
Capital Improvement	0.375	4,875
Drug Enforcement	0.250	3,250
Children's Service	0.250	3,250
Central Jackson County Fire[2]	0.500	6,500
Zoological District[2]	0.125	1,625
Total	8.725%	$135,850

[1] No sales are expected to occur within the City of Blue Springs. The City of Blue Springs does not impose a use tax.
[2] Approximately $1,300,000 in sales are expected to occur within Jackson County, Central Jackson County Fire Protection District and the Zoological District. Jackson County and the Zoological District do not impose a use tax. Central Jackson County Fire Protection District imposes a use tax.

12. **Sales and Use Tax Exemption on Manufacturing Equipment.** Under Section 144.030 of the Revised Statutes of Missouri, personal property acquired as part of the Project may be exempt from sales and use tax to the extent that it consists of manufacturing equipment to be used directly in manufacturing or fabricating a product which is intended to be sold ultimately for final use or consumption.

* * *

EXHIBIT A

COST/BENEFIT ANALYSIS

[Attached.]

Blue Springs, Missouri
(Durvet Expansion 2026)

COST BENEFIT ANALYSIS

GILMORE BELL
GILMORE & BELL, P.C.

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This information is provided based on the factual information and assumptions provided to Gilmore & Bell, P.C. by a party to or a representative of a party to the proposed transaction. This information is intended to provide factual information only and is provided in conjunction with our legal representation. It is not intended as financial advice or a financial recommendation to any party. Gilmore & Bell, P.C. is not a financial advisor or a "municipal advisor" as defined in the Securities Exchange Act of 1934, as amended.

Project Assumptions

- Initial year taxes assessed: 2027
- Appraised value of real property improvements: 2026 $ 1,660,500; 2027 1,671,000
- Assessed value as a percentage of appraised value (real): 32.0%
- Assessed value as a percentage of appraised value (personal): 33.33%
- Appraised value of project equipment: 5-Year $ 140,000; 7-Year $ 1,060,000
- Biennial growth rate of appraised value of real property: 3.0%
- Terms of abatement:

  Real Property Improvements and Project Equipment (excluding Central Jackson County Fire Protection District)

  Years 2027-2037 100%

  Central Jackson County Fire Protection District

  Years 2027-2037 25%

- The project equipment is depreciated using the following 5- and 7- year recovery period schedule:

Year	Recovery Period in Years					
	3	5	7	10	15	20
0	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
1	75.00%	85.00%	89.29%	92.50%	95.00%	96.25%
2	37.50%	59.50%	70.16%	78.62%	85.50%	89.03%
3	12.50%	41.65%	55.13%	66.83%	76.95%	82.35%
4	5.00%	24.99%	42.88%	56.81%	69.25%	76.18%
5	5.00%	10.00%	30.63%	48.07%	62.32%	70.46%
6	5.00%	10.00%	18.38%	39.33%	56.09%	65.18%
7	5.00%	10.00%	10.00%	30.59%	50.19%	60.29%
8	5.00%	10.00%	10.00%	21.85%	44.29%	55.77%
9	5.00%	10.00%	10.00%	15.00%	38.38%	51.31%
10	5.00%	10.00%	10.00%	15.00%	32.48%	46.85%
11	5.00%	10.00%	10.00%	15.00%	26.57%	42.38%
12	5.00%	10.00%	10.00%	15.00%	20.67%	37.92%
13	5.00%	10.00%	10.00%	15.00%	15.00%	33.46%
14	5.00%	10.00%	10.00%	15.00%	15.00%	29.00%
15	5.00%	10.00%	10.00%	15.00%	15.00%	24.54%
16	5.00%	10.00%	10.00%	15.00%	15.00%	20.08%
17	5.00%	10.00%	10.00%	15.00%	15.00%	20.00%

Summary of Cost Benefit Analysis (Real and Personal Property)

Taxing Jurisdiction	Tax Rate	Tax Revenue for Real and Personal Property Without Abatement	Revenue Generated from PILOT Payments	Value of Abatement
Blue Springs School R-IV	5.1685	$ 691,115	$ -	$ 691,115
Board of Disabled Services	0.0728	9,735	-	9,735
City of Blue Springs	0.5743	76,794	-	76,794
Fire District - Central Jackson	1.2033	160,901	120,676	40,225
Jackson County	0.5556	74,293	-	74,293
Mental Health	0.0969	12,957	-	12,957
Metro Junior College	0.1767	23,628	-	23,628
Mid-Continent Library	0.3119	41,706	-	41,706
State Blind Pension	0.0300	4,011	-	4,011
Replacement Tax	1.4370	172,743	-	172,743
	9.6270	$ 1,267,883	$ 120,676	$ 1,147,207

Projected Tax Revenues Without Abatement (Real Property Improvements)

Estimated Assessed Value of Real Property Improvements		$ 531,360	$ 1,066,080	$ 1,098,062	$ 1,098,062	$ 1,131,004	$ 1,131,004	$ 1,164,934	$ 1,164,934	$ 1,199,882	$ 1,199,882	$ 1,235,879	
Taxing Jurisdiction	Tax Rate per $100	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	Total
Blue Springs School R-IV	5.1685	$ 27,463	$ 55,100	$ 56,753	$ 56,753	$ 58,456	$ 58,456	$ 60,210	$ 60,210	$ 62,016	$ 62,016	$ 63,876	$ 621,310
Board of Disabled Services	0.0728	387	776	799	799	823	823	848	848	874	874	900	8,751
City of Blue Springs	0.5743	3,052	6,123	6,306	6,306	6,495	6,495	6,690	6,690	6,891	6,891	7,098	69,037
Fire District - Central Jackson	1.2033	6,394	12,828	13,213	13,213	13,609	13,609	14,018	14,018	14,438	14,438	14,871	144,650
Jackson County	0.5556	2,952	5,923	6,101	6,101	6,284	6,284	6,472	6,472	6,667	6,667	6,867	66,789
Mental Health	0.0969	515	1,033	1,064	1,064	1,096	1,096	1,129	1,129	1,163	1,163	1,198	11,648
Metro Junior College	0.1767	939	1,884	1,940	1,940	1,998	1,998	2,058	2,058	2,120	2,120	2,184	21,241
Mid-Continent Library	0.3119	1,657	3,325	3,425	3,425	3,528	3,528	3,633	3,633	3,742	3,742	3,855	37,494
State Blind Pension	0.0300	159	320	329	329	339	339	349	349	360	360	371	3,606
Replacement Tax	1.4370	7,636	15,320	15,779	15,779	16,253	16,253	16,740	16,740	17,242	17,242	17,760	172,743
	9.6270	$ 51,154	$ 102,632	$ 105,710	$ 105,710	$ 108,882	$ 108,882	$ 112,148	$ 112,148	$ 115,513	$ 115,513	$ 118,978	$ 1,157,270

		Real Property Assessed Value										
		2027	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**
2026	1,660,500	531,360	531,360	547,301	547,301	563,720	563,720	580,631	580,631	598,050	598,050	615,992
2027	1,671,000		534,720	550,762	550,762	567,284	567,284	584,303	584,303	601,832	601,832	619,887
	3,331,500	531,360	1,066,080	1,098,062	1,098,062	1,131,004	1,131,004	1,164,934	1,164,934	1,199,882	1,199,882	1,235,879

Projected PILOT Amount (Real Property Improvements)

Estimated Assessed Value of Real Property Improvements	$ 531,360	$ 1,066,080	$ 1,098,062	$ 1,098,062	$ 1,131,004	$ 1,131,004	$ 1,164,934	$ 1,164,934	$ 1,199,882	$ 1,199,882	$ 1,235,879		
PILOT Payment (excluding Central Jackson County Fire Protection District)	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
PILOT Payment (Central Jackson County Fire Protection District)	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%		

Taxing Jurisdiction	Tax Rate per $100	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	Total
Blue Springs School R-IV	5.1685	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board of Disabled Services	0.0728	-	-	-	-	-	-	-	-	-	-	-	-
City of Blue Springs	0.5743	-	-	-	-	-	-	-	-	-	-	-	-
Fire District - Central Jackson	1.2033	4,795	9,621	9,910	9,910	10,207	10,207	10,513	10,513	10,829	10,829	11,153	108,487
Jackson County	0.5556	-	-	-	-	-	-	-	-	-	-	-	-
Mental Health	0.0969	-	-	-	-	-	-	-	-	-	-	-	-
Metro Junior College	0.1767	-	-	-	-	-	-	-	-	-	-	-	-
Mid-Continent Library	0.3119	-	-	-	-	-	-	-	-	-	-	-	-
State Blind Pension	0.0300	-	-	-	-	-	-	-	-	-	-	-	-
Replacement Tax	1.4370	-	-	-	-	-	-	-	-	-	-	-	-
	9.6270	$ 4,795	$ 9,621	$ 9,910	$ 9,910	$ 10,207	$ 10,207	$ 10,513	$ 10,513	$ 10,829	$ 10,829	$ 11,153	$ 108,487

Projected Tax Abatement (Real Property Improvements)

Estimated Assessed Value of Real Property Improvements	$ 531,360	$ 1,066,080	$ 1,098,062	$ 1,098,062	$ 1,131,004	$ 1,131,004	$ 1,164,934	$ 1,164,934	$ 1,199,882	$ 1,199,882	$ 1,235,879	
Abatement Percentage (excluding Central Jackson County Fire Protection District)	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
Abatement Percentage (Central Jackson County Fire Protection District)	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	

Taxing Jurisdiction	Tax Rate per $100	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	Total
Blue Springs School R-IV	5.1685	$ 27,463	$ 55,100	$ 56,753	$ 56,753	$ 58,456	$ 58,456	$ 60,210	$ 60,210	$ 62,016	$ 62,016	$ 63,876	$ 621,310
Board of Disabled Services	0.0728	387	776	799	799	823	823	848	848	874	874	900	8,751
City of Blue Springs	0.5743	3,052	6,123	6,306	6,306	6,495	6,495	6,690	6,690	6,891	6,891	7,098	69,037
Fire District - Central Jackson	1.2033	1,598	3,207	3,303	3,303	3,402	3,402	3,504	3,504	3,610	3,610	3,718	36,162
Jackson County	0.5556	2,952	5,923	6,101	6,101	6,284	6,284	6,472	6,472	6,667	6,667	6,867	66,789
Mental Health	0.0969	515	1,033	1,064	1,064	1,096	1,096	1,129	1,129	1,163	1,163	1,198	11,648
Metro Junior College	0.1767	939	1,884	1,940	1,940	1,998	1,998	2,058	2,058	2,120	2,120	2,184	21,241
Mid-Continent Library	0.3119	1,657	3,325	3,425	3,425	3,528	3,528	3,633	3,633	3,742	3,742	3,855	37,494
State Blind Pension	0.0300	159	320	329	329	339	339	349	349	360	360	371	3,606
Replacement Tax	1.4370	7,636	15,320	15,779	15,779	16,253	16,253	16,740	16,740	17,242	17,242	17,760	172,743
	9.6270	$ 46,359	$ 93,010	$ 95,801	$ 95,801	$ 98,675	$ 98,675	$ 101,635	$ 101,635	$ 104,684	$ 104,684	$ 107,825	$ 1,048,783

Projected Tax Revenues Without Abatement (Personal Property)

Estimated Assessed Value of Personal Property		$ 355,122	$ 275,638	$ 214,208	$ 163,155	$ 112,881	$ 69,602	$ 39,996	$ 39,996	$ 39,996	$ 39,996	
Taxing Jurisdiction	Tax Rate per $100	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	Total
Blue Springs School R-IV	5.1685	$ 18,355	$ 14,246	$ 11,071	$ 8,433	$ 5,834	$ 3,597	$ 2,067	$ 2,067	$ 2,067	$ 2,067	$ 69,805
Board of Disabled Services	0.0728	259	201	156	119	82	51	29	29	29	29	983
City of Blue Springs	0.5743	2,039	1,583	1,230	937	648	400	230	230	230	230	7,756
Fire District - Central Jackson	1.2033	4,273	3,317	2,578	1,963	1,358	838	481	481	481	481	16,252
Jackson County	0.5556	1,973	1,531	1,190	906	627	387	222	222	222	222	7,504
Mental Health	0.0969	344	267	208	158	109	67	39	39	39	39	1,309
Metro Junior College	0.1767	628	487	379	288	199	123	71	71	71	71	2,386
Mid-Continent Library	0.3119	1,108	860	668	509	352	217	125	125	125	125	4,213
State Blind Pension	0.0300	107	83	64	49	34	21	12	12	12	12	405
	8.1900	$ 29,085	$ 22,575	$ 17,544	$ 13,362	$ 9,245	$ 5,700	$ 3,276	$ 3,276	$ 3,276	$ 3,276	$ 110,613

5 Year Personal Property Assessed Value

	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
140,000	39,663	27,764	19,435	11,661	4,666	4,666	4,666	4,666	4,666	4,666
140,000	39,663	27,764	19,435	11,661	4,666	4,666	4,666	4,666	4,666	4,666

7 Year Personal Property Assessed Value

	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
1,060,000	315,460	247,874	194,773	151,494	108,215	64,936	35,330	35,330	35,330	35,330
1,060,000	315,460	247,874	194,773	151,494	108,215	64,936	35,330	35,330	35,330	35,330

Projected PILOT Amount (Personal Property)

Estimated Assessed Value of Personal Property	$ 355,122	$ 275,638	$ 214,208	$ 163,155	$ 112,881	$ 69,602	$ 39,996	$ 39,996	$ 39,996	$ 39,996	
PILOT Payment (excluding Central Jackson County Fire Protection District)	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
PILOT Payment (Central Jackson County Fire Protection District)	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	

Taxing Jurisdiction	Tax Rate per $100	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	Total
Blue Springs School R-IV	5.1685	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board of Disabled Services	0.0728	-	-	-	-	-	-	-	-	-	-	-
City of Blue Springs	0.5743	-	-	-	-	-	-	-	-	-	-	-
Fire District - Central Jackson	1.2033	3,205	2,488	1,933	1,472	1,019	628	361	361	361	361	12,189
Jackson County	0.5556	-	-	-	-	-	-	-	-	-	-	-
Mental Health	0.0969	-	-	-	-	-	-	-	-	-	-	-
Metro Junior College	0.1767	-	-	-	-	-	-	-	-	-	-	-
Mid-Continent Library	0.3119	-	-	-	-	-	-	-	-	-	-	-
State Blind Pension	0.0300	-	-	-	-	-	-	-	-	-	-	-
	8.1900	$ 3,205	$ 2,488	$ 1,933	$ 1,472	$ 1,019	$ 628	$ 361	$ 361	$ 361	$ 361	$ 12,189

Projected Tax Abatement (Personal Property)

Estimated Assessed Value of Personal Property	$ 355,122	$ 275,638	$ 214,208	$ 163,155	$ 112,881	$ 69,602	$ 39,996	$ 39,996	$ 39,996	$ 39,996	
Abatement Percentage (excluding Central Jackson County Fire Protection District)	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
Abatement Percentage (Central Jackson County Fire Protection District)	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	

Taxing Jurisdiction	Tax Rate per $100	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	Total
Blue Springs School R-IV	5.1685	$ 18,355	$ 14,246	$ 11,071	$ 8,433	$ 5,834	$ 3,597	$ 2,067	$ 2,067	$ 2,067	$ 2,067	$ 69,805
Board of Disabled Services	0.0728	259	201	156	119	82	51	29	29	29	29	983
City of Blue Springs	0.5743	2,039	1,583	1,230	937	648	400	230	230	230	230	7,756
Fire District - Central Jackson	1.2033	1,068	829	644	491	340	209	120	120	120	120	4,063
Jackson County	0.5556	1,973	1,531	1,190	906	627	387	222	222	222	222	7,504
Mental Health	0.0969	344	267	208	158	109	67	39	39	39	39	1,309
Metro Junior College	0.1767	628	487	379	288	199	123	71	71	71	71	2,386
Mid-Continent Library	0.3119	1,108	860	668	509	352	217	125	125	125	125	4,213
State Blind Pension	0.0300	107	83	64	49	34	21	12	12	12	12	405
	8.1900	$ 25,880	$ 20,087	$ 15,610	$ 11,890	$ 8,226	$ 5,072	$ 2,915	$ 2,915	$ 2,915	$ 2,915	$ 98,425

CITY OF BLUE SPRINGS, MISSOURI,
the City

AND

UMB BANK, N.A.,
as Trustee

FIRST SUPPLEMENTAL TRUST INDENTURE

Dated as of [DATED DATE], 2026

Relating to:

$7,550,000
(Aggregate Maximum Principal Amount)
City of Blue Springs, Missouri
Taxable Industrial Revenue Bonds
(Durvet, Inc. Expansion Project)
Series 2026

FIRST SUPPLEMENTAL TRUST INDENTURE

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

RECITALS:

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

2. Pursuant to the Act and a Trust Indenture dated as of November 25, 2020 between the City and the Trustee (the "Original Indenture") the City issued its Taxable Industrial Revenue Bonds (Durvet, Inc. Expansion Project), Series 2020 (the "Series 2020 Bonds"), in the maximum principal amount of $9,600,000, on November 25, 2020, for the purpose of designing, constructing and installing an approximately 54,080 square foot warehouse and office expansion (the "Project Improvements") on certain land in the City (as described on Exhibit A to the First Supplemental Lease (defined herein), the "Project Site," with the Project Site and the Project Improvements together being the "Project").

3. The City has leased the Project to Durvet, Inc., a Missouri corporation (the "Company").

4. The Company has determined a need for additional Project Improvements and for certain Project Equipment (defined herein) for the purpose of acquiring, constructing, improving, equipping and installing an approximately 41,530 square foot building expansion that will provide additional warehouse storage space, office space, conference room and bathrooms, and improvements to the adjoining parking lots and private streets (the "Series 2026 Project Improvements") to expand the Project according to the needs of the Company.

5. By ordinance, the City has approved a Plan for an Industrial Development Project for Durvet, Inc. (Expansion Project – 2026 Phase) and the issuance of $7,550,000 (Aggregate Maximum Principal Amount) City of Blue Springs, Missouri Taxable Industrial Revenue Bonds (Durvet, Inc. Expansion Project), Series 2026 (the "Series 2026 Bonds," together with the Series 2020 Bonds, the "Bonds") for the Series 2026 Project Improvements.

6. All things necessary to make the Series 2026 Bonds, when authenticated by the Trustee and issued as provided in this First Supplemental Indenture, the valid and legally binding obligations of the City, and to constitute the Indenture a valid and legally binding pledge and assignment of the Trust Estate (defined herein) herein made for the security of the payment of the principal of and interest on the Bonds, have been done and performed, and the execution and delivery of this First Supplemental

Indenture and the execution and issuance of the Series 2026 Bonds, subject to the terms hereof and of the Indenture, have in all respects been duly authorized.

NOW, THEREFORE, to declare the terms and conditions upon which the Series 2026 Bonds are to be authenticated, issued and delivered and to secure the payment of all of the Series 2026 Bonds issued and outstanding under the Indenture from time to time according to their tenor and effect, and in consideration of the premises, the purchase and acceptance of the Series 2026 Bonds by the owners thereof, the City covenants and agrees with the Trustee, for the equal and proportionate benefit of the respective owners of the Series 2026 Bonds, that the Series 2026 Bonds are to be issued, authenticated and delivered and the Trust Estate is to be held and applied by the Trustee as provided in the Indenture, subject to the further covenants, conditions and trusts hereinafter set forth, as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. For all purposes of this First Supplemental Indenture, except as otherwise provided or unless the context otherwise requires, the following words and terms used in this First Supplemental Indenture shall have the following meanings set forth in this Section. Any words and terms defined herein that are not already defined in the Original Indenture are intended to supplement the definitions contained therein. Any words and terms defined herein that are already defined in the Original Indenture are intended to replace and supersede such definitions already contained therein. Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Original Indenture.

"Bond" or **"Bonds"** means the Series 2020 Bonds and the Series 2026 Bonds.

"First Supplemental Indenture" means this First Supplemental Trust Indenture dated as of [DATED DATE], 2026.

"First Supplemental Lease" means the First Supplemental Lease Agreement dated as of [DATED DATE], 2026, between the City and the Company.

"First Supplemental Performance Agreement" means the First Supplemental Performance Agreement dated as of [DATED DATE], 2026, between the City and the Company.

"Interest Payment Date" means, for each series of Bonds, December 1, beginning with the December 1 immediately following the issuance of such Bonds.

"Indenture" means the Original Indenture, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of **Article VIII** thereof, including by this First Supplemental Indenture.

"Lease" means the Original Lease as from time to time amended and supplemented by Supplemental Leases in accordance with the provisions thereof and of **Article VIII** of the Original Indenture, including by the First Supplemental Lease.

"Maturity Date" means (1) December 1, 2029 for the Series 2020 Bonds, and (2) December 1, 2037 for the Series 2026 Bonds.

"Original Indenture" means the Trust Indenture dated as of November 25, 2020 between the City and the Trustee relating to the issuance of the Series 2020 Bonds.

"Original Lease" means the Lease Agreement dated as of November 25, 2020, between the City, as lessor, and the Company, as lessee.

"Original Performance Agreement" means the Performance Agreement dated as of July 1, 2019, between the City and the Company.

"Outstanding Principal Amount" means (1) with respect to the Series 2020 Bonds, the aggregate principal amount of all Series 2020 Bonds Outstanding under the provisions of the Indenture, not to exceed $9,600,000, and (2) with respect to the Series 2026 Bonds, the aggregate principal amount of all Series 2026 Bonds Outstanding under the provisions of the Indenture, not to exceed $7,550,000, each as reflected in the records maintained by the Trustee as provided in the Bonds and in this Indenture.

"Performance Agreement" means the Original Performance Agreement, as amended and supplemented from time to time, including by the First Supplemental Performance Agreement.

"Project" means the Project Site and the Project Improvements, and all additions, modifications, improvements, replacements and substitutions made to the Project with the proceeds of the Bonds pursuant to the Lease as they may at any time exist.

"Project Equipment" means that portion of the Project Improvements that remains personal property after completion of the Project Improvements. For avoidance of doubt, no personal property acquired prior to 2026 shall be treated as Project Equipment or be subject to the Lease (any personal property that is not Project Equipment shall not be owned by the City and shall be subject to *ad valorem* taxation).

"Project Improvements" means the Series 2020 Project Improvements, the Series 2026 Project Improvements and all other buildings, structures, improvements, equipment and fixtures located on or to be purchased, constructed and otherwise improved on the Project Site pursuant to **Article IV** of the Lease and paid for in whole or in part from the proceeds of Bonds, as described in **Exhibit B** attached to the Original Lease and by this reference made a part hereof, and all additions, alterations, modifications and improvements thereof made pursuant to the Lease with the proceeds of the Bonds; except to the extent that any portion of the Project Improvements shall be released or purchased by the Company pursuant to the terms of the Lease.

"Project Site" means all of the real estate described in **Exhibit A** to the First Supplemental Lease.

"Purchase Agreement" means, with respect to the Series 2020 Bonds, the Bond Purchase Agreement executed by the City and the Company and dated as of November 25, 2020; and, with respect to the Series 2026 Bonds, the Bond Purchase Agreement executed by the City and the Company and dated as of [DATED DATE], 2026.

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

"Series 2020 Bonds" means the Taxable Industrial Revenue Bonds (Durvet, Inc. Project), Series 2020, in the maximum aggregate principal amount of $9,600,000, issued, authenticated and delivered under and pursuant to the Original Indenture.

"Series 2020 Project Improvements" means the portion of the Project Improvements comprised of an approximately 54,080 square foot warehouse and office expansion acquired with the proceeds of the Series 2020 Bonds.

"Series 2026 Bonds" means the Taxable Industrial Revenue Bonds (Durvet, Inc. Expansion Project), Series 2026, in the maximum aggregate principal amount of $7,550,000, issued, authenticated and delivered under and pursuant to this First Supplemental Indenture.

"Series 2026 Project Improvements" means the following, to the extent paid for in whole with proceeds of the Series 2026 Bonds: acquiring, constructing, improving, equipping and installing an approximately 41,530 square foot building expansion that will provide additional warehouse storage space, office space, conference room, and bathrooms, and improvements to adjoining parking lots and private streets, including related personal property.

ARTICLE II

THE BONDS

Section 201. Maximum Amount of Bonds. The maximum total principal amount of Bonds that may be issued under the Indenture is hereby set at $9,600,000 for the Series 2020 Bonds, and $7,550,000 for the Series 2026 Bonds. The limitation of **Section 201** of the Original Indenture relating to the maximum amount of Bonds is hereby deleted.

Section 202. Denomination, Number and Dating of the Series 2026 Bonds.

(a) The Series 2026 Bonds shall be issuable in the form of one fully-registered Bond, in substantially the form set forth in **Exhibit A** hereto, in the denomination of $0.01 or any multiple thereof.

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

Section 203. Pricing Terms of the Series 2026 Bonds.

(a) The Series 2026 Bonds are authorized in the aggregate maximum principal amount of $7,550,000 for the purpose of providing funds to pay the costs of the Series 2026 Project Improvements, which Bonds shall be designated "City of Blue Springs, Missouri, Taxable Industrial Revenue Bonds (Durvet, Inc. Expansion Project), Series 2026." The Series 2026 Bonds shall become due on their Maturity Date (subject to prior redemption as provided in **Article III** of the Original Indenture) and shall bear interest at the rate of 7.00% per annum on the Outstanding Principal Amount of the Series 2026 Bonds. Such interest shall be payable in arrears on each Interest Payment Date; provided that the

aggregate maximum principal amount shall not exceed $7,550,000 and further provided that the Series 2026 Bonds shall be paid in full no later than their Maturity Date.

(b) The Series 2026 Bonds shall be executed without material variance from the form and in the manner set forth in **Exhibit A** hereto and delivered to the Trustee for authentication. Prior to or simultaneously with the authentication and delivery of the Series 2026 Bonds by the Trustee, there shall be filed with the Trustee the following, in electronic form:

(1) A copy of the ordinance passed by the City Council authorizing the issuance of the Series 2026 Bonds and the execution of this First Supplemental Indenture, the First Supplemental Performance Agreement, the Purchase Agreement and the First Supplemental Lease;

(2) An Opinion of Counsel to the Company to the effect that the Company has duly authorized the execution of the First Supplemental Lease and the First Supplemental Performance Agreement;

(3) Executed counterparts of this First Supplemental Indenture, the First Supplemental Performance Agreement, the Purchase Agreement and the First Supplemental Lease;

(4) A representation letter from the Purchaser in containing substantially the same representations contained in the representation letter delivered to the Trustee from the Owner of the Series 2020 Bonds upon the initial issuance of the Series 2020 Bonds, with such changes as are necessary to reference the Series 2026 Bonds;

(5) A request and authorization to the Trustee on behalf of the City, executed by the Authorized City Representative, to authenticate the Series 2026 Bonds and deliver the same to or at the direction of the Purchaser upon payment to the Trustee, for the account of the City, of the purchase price thereof specified in the Bond Purchase Agreement for the Series 2026 Bonds. The Trustee shall be entitled to conclusively rely upon such request and authorization as to names of the purchaser and the amount of such purchase price; and

(6) Opinion of Bond Counsel, dated the date of original issuance of the Series 2026 Bonds, in substantially the forms approved by the City, the Purchaser and the Company, and addressed to the Trustee.

(c) The Trustee shall keep records of the Cumulative Outstanding Principal Amount of each series of Bonds separately and apply principal installments to each series of Bonds based on the moneys deposited or deemed to be deposited in the Project Fund with respect to such series of Bonds. Amounts of Basic Rent that have been received that are insufficient to pay the principal of and interest on all Bonds on any interest payment date shall be divided among and applied to payment of the interest then due on the Outstanding series of Bonds in proportion the Cumulative Outstanding Principal Amount of each series. All amounts of Basic Rent deposited in the Bond Fund shall be applied first to interest and then to principal due on the Bonds.

ARTICLE III

CUSTODY AND APPLICATION OF BOND PROCEEDS

Section 301. Funds. There shall be created in each of the Project Fund and the Bond Fund, a Series 2020 Account and a Series 2026 Account. All amounts related to each series of Bonds shall be placed in the appropriate account. If any amounts to be deposited into the Bond Fund are not specifically related to an individual series of Bonds, such amounts shall be divided among the accounts in the Bond Fund in proportion to the Cumulative Outstanding Principal Amount of each series of Bonds then Outstanding.

ARTICLE IV

MISCELLANEOUS PROVISIONS

Section 401. Particular Revisions to the Original Indenture. The Original Indenture shall be revised as follows:

(a) With respect to the Series 2026 Bonds only, references to "**Exhibit A**" in the Original Indenture shall be read as "**Exhibit A** to the First Supplemental Indenture."

(b) Notwithstanding **Section 503** of the Original Indenture or any other reference to requisition certificates in the Original Indenture or the Original Lease, requests for payment from the account of the Project Fund established for the Series 2026 Bonds shall be substantially in the form of **Exhibit B** attached to the First Supplemental Lease.

Section 402. Applicability of the Original Indenture and the Supplemental Indentures. Except as otherwise provided in this First Supplemental Indenture, the provisions of the Original Indenture are hereby ratified, approved and confirmed and incorporated herein. All terms in this First Supplemental Indenture which are inconsistent with the terms of the Original Indenture shall replace such terms of the Original Indenture to the extent of the inconsistency. Upon defeasance or payment of all of the Series 2026 Bonds, this First Supplemental Indenture shall no longer be effective as an amendment to the Original Indenture.

Section 403. Severability. If any provision of this First Supplemental Indenture shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

Section 404. Execution in Counterparts. This First Supplemental Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 405. Governing Law. This First Supplemental Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 406. Electronic Storage. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[remainder of this page intentionally left blank]

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

CITY OF BLUE SPRINGS, MISSOURI

By: _____
Name: Chris Lievsay
Title: Mayor

[SEAL]

ATTEST:

By: _____
Name: Erin Ford
Title: City Clerk

UMB BANK, N.A.,
as Trustee

By _____
Name:
Title:

[SEAL]

ATTEST:

By _____
Name:
Title:

EXHIBIT A

FORM OF SERIES 2026 BOND

This Bond has not been registered under the Securities Act of 1933, as amended, or any state securities laws, and this Bond may not be transferred unless (i) the Issuer consents in writing to such transfer, and (ii) the Issuer and the Trustee are furnished a written legal opinion from counsel acceptable to the Issuer, the Trustee and the Company, to the effect that such transfer is exempt from the registration requirements of the Securities Act of 1933, as amended, and any applicable state securities laws. This Bond may be transferred to any successor of the Company or any entity owned by or under common ownership with the Company without the necessity of obtaining the Issuer's consent or such an opinion.

UNITED STATES OF AMERICA
STATE OF MISSOURI
COUNTY OF JACKSON

CITY OF BLUE SPRINGS, MISSOURI

TAXABLE INDUSTRIAL REVENUE BOND
(DURVET, INC. EXPANSION PROJECT)
SERIES 2026

THE CITY OF BLUE SPRINGS, MISSOURI, a constitutional charter city organized and existing under the laws of the State of Missouri (the "Issuer"), for value received, promises to pay, but solely from the source hereinafter referred to, to

DURVET, INC.

or registered assigns, on December 1, 2037, the maximum principal amount of

SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS

or such lesser amount as may be outstanding hereunder as reflected in the bond registration books maintained by the Trustee. Unless the Bond is held by the Trustee, the Owner shall note the principal amount outstanding hereunder in the Table of Cumulative Outstanding Principal Amount attached hereto, provided, however, that the registration books maintained by the Trustee shall be the official record of the Cumulative Outstanding Principal Amount of this Bond, in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and in like manner to pay to the Owner hereof, either by check or draft mailed to the Owner at a stated address as it appears on the bond registration books of the Issuer kept by the Trustee under the within mentioned Indenture or, in certain situations authorized in the Indenture, by internal bank transfer or by wire transfer to an account in a commercial bank or savings institution located in the continental United States, interest on the Cumulative Outstanding Principal Amount (as hereinafter defined) at the rate of **7.00%** per annum payable in arrears on the maturity date or upon earlier redemption, and, unless paid in full, continuing thereafter until the said Cumulative Outstanding Principal Amount is paid in full; provided, however, in no event shall the interest rate on the Bond exceed the maximum permitted amount under Section 108.170 of the Revised Statutes of Missouri. Interest shall be computed on the basis of a year of

360 days consisting of 12 months of 30 days each. Principal on this Bond shall be payable on the maturity date set forth above, unless such principal shall have been paid as a result of a redemption of the Bonds prior to such maturity date.

As used herein, the term "Cumulative Outstanding Principal Amount" means an amount equal to the aggregate of all amounts paid into the Project Fund in accordance with the terms of the hereinafter defined Indenture, as reflected in the bond registration books maintained by the Trustee.

The Trustee shall keep and maintain a record of the amounts deposited into the Project Fund pursuant to the terms of the Indenture as "Principal Amount Deposited into Project Fund" and shall enter the aggregate principal amount of this Bond then outstanding on its records as the "Cumulative Outstanding Principal Amount" on its records maintained for this Bond. On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the Owner hereof, pursuant to the optional redemption provisions of the Indenture, the Trustee shall enter on its records the principal amount paid on the Bond as "Principal Amount Paid Pursuant to Optional Redemption Provisions," and shall enter the then outstanding principal amount of this Bond as "Cumulative Outstanding Principal Amount" on its records. Unless the Bond is held by the Trustee, the Owner may from time to time enter the respective amounts deposited into the Project Fund pursuant to the terms of the Indenture under the column headed "Principal Amount Deposited Into Project Fund" on the attached Table of Cumulative Outstanding Principal Amount (the "Table") and may enter the aggregate principal amount of this Bond then outstanding under the column headed "Cumulative Outstanding Principal Amount" on the attached Table. On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the Owner hereof pursuant to the optional redemption provisions of the Indenture, unless the Bond is held by the Trustee, the Owner may enter the principal amount paid on this Bond under the column headed "Principal Amount Paid Pursuant to Optional Redemption Provisions" on the Table and may enter the then outstanding principal amount of this Bond under the column headed "Cumulative Outstanding Principal Amount" on the Table. However, the records maintained by the Trustee as to amounts deposited into the Project Fund or principal amounts paid on this Bond shall be the official records of the Cumulative Outstanding Principal Amount for all purposes.

THIS BOND is a duly authorized Bond of the Issuer designated "City of Blue Springs, Missouri Taxable Industrial Revenue Bonds (Durvet, Inc. Expansion Project), Series 2026," in the maximum aggregate principal amount of $7,550,000 (the "Bonds"), to be issued for the purpose of providing funds to pay the cost of acquiring, constructing, improving, equipping and installing an approximately 41,530 square foot building expansion that will provide additional warehouse storage space, office space, conference room and bathrooms, and improvements to the adjoining parking lots and private streets, including related equipment (the "Project"), to be leased to Durvet, Inc., a Missouri corporation (the "Company"), under the terms of a First Supplemental Lease Agreement dated as of [DATED DATE], 2026 (the "First Supplemental Lease Agreement"), amending and supplementing the original Lease Agreement dated as of November 25, 2020 (the "Original Lease Agreement," and collectively, said Original Lease Agreement and First Supplemental Lease Agreement, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Lease"), between the Issuer and the Company, all pursuant to the authority of and in full compliance with the provisions, restrictions and limitations and Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended, and pursuant to proceedings duly had by the governing body of the Issuer.

THIS BOND is issued under and is equally and ratably secured and entitled to the protection given by a First Supplemental Trust Indenture dated as of [DATED DATE], 2026 (the "First Supplemental Indenture"), amending and supplementing the original Trust Indenture dated as of November 25, 2020 (the

"Original Indenture," and collectively, said Original Indenture and First Supplemental Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Indenture"), between the Issuer and UMB Bank, N.A., as trustee (the "Trustee"). Subject to the terms and conditions set forth therein, the Indenture permits the Issuer to issue Additional Bonds (as defined therein) secured by the Indenture on a parity with the Bonds. Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the Issuer, the Trustee and the owners of the Bonds, and the terms upon which the Bonds are issued and secured.

THIS BOND shall be subject to redemption and payment as provided in the Indenture.

In the event the Bonds are to be called for redemption, the Company shall deliver written notice to the Issuer and the Trustee that it has elected to redeem all or a portion of the Bonds in accordance with **Section 302** of the Indenture at least ten days prior to the scheduled redemption date. The Trustee shall then deliver written notice to the Owner at least five days prior to the scheduled redemption date by first class mail stating the date upon which the Bonds will be redeemed and paid.

THIS BOND is a special obligation of the Issuer payable solely out of the rents, revenues and receipts derived by the Issuer from the Project and not from any other fund or source of the Issuer, and are secured by a pledge and assignment of the Project and of such rents, revenues and receipts, including all rentals and other amounts to be received by the Issuer under and pursuant to the Lease, all as provided in the Indenture. The Bonds do not constitute general obligations of the Issuer or the State of Missouri, and neither the Issuer nor said State shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction, and are not payable in any manner by taxation. Pursuant to the provisions of the Lease, rental payments sufficient for the prompt payment when due of the principal of and interest on the Bonds are to be paid by the Company directly to the Trustee for the account of the Issuer and deposited in a special account created by the Issuer and designated the "City of Blue Springs, Missouri, Taxable Industrial Revenue Bond Fund – Durvet, Inc. Expansion Project, Series 2026."

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

SUBJECT TO the requirements for transfer set forth above in the legend contained on the face of this Bond, this Bond is transferable, as provided in the Indenture, only upon the books of the Issuer kept for that purpose at the above-mentioned office of the Trustee by the Owner hereof in person or by such person's duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the Owner or such person's duly authorized attorney, and thereupon a new fully registered Bond or Bonds, without coupons, and in the same aggregate principal amounts, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The Issuer, the Trustee and any Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of

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

THE BONDS are issuable in the form of one fully registered Bond without coupons in the denomination of $100,000 or any integral multiple of $0.01 in excess thereof up to the maximum principal denomination of $7,550,000.

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

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

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

CITY OF BLUE SPRINGS, MISSOURI

By _____
Mayor

(SEAL)

ATTEST:

By _____
City Clerk

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

Date	Principal Amount Deposited Into Project Fund	Principal Amount Paid Pursuant to Redemption Provisions	Cumulative Outstanding Principal Amount	Notation Made By

(FORM OF ASSIGNMENT)
(NOTE RESTRICTIONS ON TRANSFERS)

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

_____

Print or Typewrite Name, Address and Social Security or
other Taxpayer Identification Number of Transferee

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

Dated: _____.

_____

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

Medallion Signature Guarantee:

CERTIFICATE OF AUTHENTICATION

This Bond is the Taxable Industrial Revenue Bond (Durvet, Inc. Expansion Project), Series 2026, described in the Trust Indenture. The effective date of registration of this Bond is set forth below.

UMB BANK, N.A., as Trustee

_____
Date

By _____
Name: _____
Title: _____

(The above space is reserved for Recorder's Certification.)

TITLE OF DOCUMENT:	FIRST SUPPLEMENTAL LEASE AGREEMENT
DATE OF DOCUMENT:	[DATED DATE], 2026
GRANTOR:	CITY OF BLUE SPRINGS, MISSOURI
GRANTOR'S MAILING ADDRESS:	903 West Main Street Blue Springs, Missouri 64015
GRANTEE:	DURVET, INC.
GRANTEE'S MAILING ADDRESS:	100 SE Magellan Drive Blue Springs, Missouri 64014
DOCUMENT REFERENCES:	Lease Agreement, memorandum of which was recorded as Instrument No. 2020E0112474
LEGAL DESCRIPTION:	See **Exhibit A**

This document contains a consent to mechanics' liens.

CITY OF BLUE SPRINGS, MISSOURI,
As Lessor,

AND

DURVET, INC.,
As Lessee

FIRST SUPPLEMENTAL LEASE AGREEMENT

Dated as of [DATED DATE], 2026

Relating to:

$7,550,000
(Aggregate Maximum Principal Amount)
City of Blue Springs, Missouri
Taxable Industrial Revenue Bonds
(Durvet, Inc. Expansion Project)
Series 2026

Certain rights of the City of Blue Springs, Missouri (the "City"), in the Lease Agreement dated as of November 25, 2020, as amended and supplemented, have been pledged and assigned to UMB Bank, N.A., Kansas City, Missouri, as Trustee under a Trust Indenture dated as of November 25, 2020, as amended and supplemented, between the City and the Trustee.

FIRST SUPPLEMENTAL LEASE AGREEMENT

THIS FIRST SUPPLEMENTAL LEASE AGREEMENT, dated as of [DATED DATE], 2026 (the "First Supplemental Lease"), is between the **CITY OF BLUE SPRINGS, MISSOURI**, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri, as lessor (the "City"), and **DURVET, INC.**, a Missouri corporation, as lessee (the "Company");

RECITALS:

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

2. Pursuant to the Act and a Trust Indenture dated as of November 25, 2020 between the City and the Trustee (the "Original Indenture"), the City issued its Taxable Industrial Revenue Bonds (Durvet, Inc. Project), Series 2020 (the "Series 2020 Bonds"), in the maximum principal amount of $9,600,000, on November 25, 2020, for the purpose of designing, constructing and installing an approximately 54,080 square foot warehouse and office expansion (the "Project Improvements") on certain land in the City (as described on Exhibit A hereto, the "Project Site," with the Project Site and the Project Improvements together being the "Project").

3. Pursuant to a Lease Agreement dated as of November 25, 2020 (the "Original Lease"), the City has leased the Project to the Company.

4. The Company has determined a need for additional Project Improvements and for certain Project Equipment (defined herein) for the purpose of acquiring, constructing, improving, equipping and installing an approximately 41,530 square foot building expansion that will provide additional warehouse storage space, office space, conference room and bathrooms, and improvements to the adjoining parking lots and private streets (the "Series 2026 Project Improvements") to expand the Project according to the needs of the Company.

5. By ordinance, the City has approved a Plan for an Industrial Development Project for Durvet, Inc. (Expansion Project – 2026 Phase) and the issuance of $7,550,000 (Aggregate Maximum Principal Amount) City of Blue Springs, Missouri Taxable Industrial Revenue Bonds (Durvet, Inc. Expansion Project), Series 2026 (the "Series 2026 Bonds," together with the Series 2020 Bonds, the "Bonds") for the Series 2026 Project Improvements.

6. Pursuant to the Act, the City is authorized to enter into a First Supplemental Trust Indenture of even date herewith (the "First Supplemental Indenture," collectively with the Original Indenture, the "Indenture") with UMB Bank, N.A., Kansas City, Missouri, as Trustee (the "Trustee"), for the purpose of issuing and securing the Series 2026 Bonds, as therein provided, and to enter into this First Supplemental Lease with the Company amending and supplementing the Original Lease.

7. In consideration of the terms and conditions of this First Supplemental Lease, the issuance of the Series 2026 Bonds and certain other agreements, the City and the Company have concurrently herewith entered into a First Supplemental Performance Agreement of even date herewith (the "First Supplemental Performance Agreement") amending and supplementing the Performance Agreement dated as of November 25, 2020, between the City and the Company (the "Original Performance Agreement," collectively with the First Supplemental Performance Agreement, being the "Performance Agreement").

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

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

ARTICLE I

APPLICABILITY; LEASE TERM

Section 1.1. Applicability of the Original Lease and Supplemental Lease. Except as otherwise provided in this First Supplemental Lease, the provisions of the Original Lease are hereby ratified, approved and confirmed and incorporated herein. All terms in this First Supplemental Lease which are inconsistent with the terms of the Original Lease shall replace such terms of the Original Lease to the extent of the inconsistency. Upon defeasance or payment of all of the Series 2026 Bonds, this First Supplemental Lease shall no longer be effective as an amendment to the Original Lease.

Section 1.2. Lease Term; Release of Certain Project Equipment. The term of the Lease, as stated in **Section 3.2** of the Original Lease, is hereby extended to **December 1, 2037**.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertakings on its part herein contained:

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

(b) As of the date of delivery hereof, the City has acquired the Project Site and agrees to construct and improve or cause to be constructed, improved and installed thereon the Series 2026 Project Improvements. The City agrees to lease the Project to the Company and sell the Project to the Company if the Company exercises its option to purchase the Project or upon termination of the Lease as provided for in the Lease, all for the purpose of furthering the public purposes of the Act;

(c) The completion of the Series 2026 Project Improvements and the lease thereof to the Company will further the public purposes of the Act;

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

(e) To finance the costs of the Series 2026 Project Improvements, the City proposes to issue the Series 2026 Bonds which will be scheduled to mature as set forth in the First Supplemental Indenture and will be subject to redemption prior to maturity in accordance with the provisions of **Article III** of the Original Indenture;

(f) The Series 2026 Bonds are to be issued under and secured by the Indenture, pursuant to which the Project and the net earnings therefrom, including all rents, revenues and receipts to be derived by the City from the leasing or sale of the Project, will be pledged and assigned to the Trustee as security for payment of the principal of and interest on the Bonds and amounts owing pursuant to the Lease;

(g) The City will not mortgage the Project or pledge the revenues derived therefrom for any bonds or other obligations other than the Bonds except with the written consent of the Authorized Company Representative; and

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

Section 2.2. Representations by the Company. The Company makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Missouri;

(b) The Company has lawful power and authority to enter into this First Supplemental Lease and to carry out its obligations hereunder and by proper action of its board of directors the Company has been duly authorized to execute and deliver this First Supplemental Lease, acting by and through its duly authorized officers and representatives;

(c) The execution and delivery of this First Supplemental Lease, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this First Supplemental Lease by the Company will not, to the best of the Company's knowledge, conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restrictions or any agreement or instrument to which the Company is a party or by which it or any of its property is bound, or the Company's organizational documents, or any order, rule or regulation applicable to the Company or any of its property of any court or governmental body, or constitute a default under any of the foregoing, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Company under the terms of any instrument or agreement to which the Company is a party;

(d) The estimated costs of the construction, improvement and equipping of the Series 2026 Project Improvements are in accordance with sound engineering and accounting principles;

(e) The Series 2026 Project Improvements will comply in all material respects with all presently applicable building and zoning, health, environmental and safety orders and laws and all other applicable laws, rules and regulations and will be located at the Project Site.

(f) As holder of 100% of the Outstanding Series 2020 Bonds, and in its capacity as the Company, the Company hereby consents to the issuance of the Series 2026 Bonds and the execution and delivery of the First Supplemental Indenture and this First Supplemental Lease.

ARTICLE III

THE SERIES 2026 PROJECT IMPROVEMENTS; APPLICATION OF PURCHASE PRICES

Section 3.1. Project Costs; Project Completion. The City hereby agrees to pay for, but solely from the Series 2026 account of the Project Fund, and hereby authorizes and directs the Trustee to pay for, but solely from such account of the Project Fund, all Project Costs relating to the Series 2026 Project Improvements. The Company may not submit any requisition certificates for Project Costs incurred after the Completion Date for the Series 2026 Bonds. The Company must submit all requisitions for Project Costs incurred before the Completion Date within three months after the Completion Date.

Section 3.2. Payment for Project Costs. The City hereby authorizes and directs the Trustee to make disbursements from the Series 2026 account of the Project Fund, upon receipt by the Trustee of certificates in substantially the form attached hereto as **Exhibit B**, signed by an Authorized Company Representative, making the requests and the representations contained therein. The Trustee may rely conclusively on any such certificate and shall not be required to make any independent inspection or investigation in connection therewith. The approval of any requisition certificate by the Authorized Company Representative shall constitute unto the Trustee an irrevocable determination that all conditions precedent to the payments requested have been completed. The Trustee shall retain copies of all requisition certificates for the same period of record retention described in **Section 703** of the Original Indenture.

Section 3.3. Application of Purchase Price. Any purchase price paid under **Article XI** of the Original Lease shall be applied to the account in the Bond Fund relating to and to the redemption of Bonds of the series from which proceeds were used to acquire the portion of the Project being purchased.

Section 3.4. Completion Date. Notwithstanding **Section 4.5** of the Original Lease, the Completion Date shall be established separately with respect to each series of Bonds issued based on completion of the portion of the Project attributable to such series of Bonds.

ARTICLE IV

MISCELLANEOUS PROVISIONS

Section 4.1 Particular Revisions to the Lease. The Lease shall be revised as follows:

(a) Notwithstanding **Section 7.1** of the Original Lease, no title report shall be required in connection with the Series 2026 Bonds.

(b) On or before March 1 of each year or such other date required by law for reporting personal property declarations, the Company shall furnish to the City, Jackson County, Missouri (the "County") and the Trustee a list of items (based on the Company's internal record keeping) comprising the Project Equipment as of January 1 of such year. The improper inclusion or exclusion of any Project Equipment pursuant to such list may be rectified by the Company within 30 days after notice of such improper inclusion or exclusion. The improper inclusion or exclusion of an item on or from such list shall not affect the items comprising the Project Equipment for the purpose of this Lease or title thereto as intended by the parties hereto. The Company shall provide such information to the City, the County and the Trustee as may be requested by the City or the Company in order to ensure that such list corresponds to the list of Project Equipment maintained by the Trustee. Each bill of sale or other instrument of transfer and each personal property declaration form shall be of sufficient specificity so as to enable the County's officials (including representatives of the Assessor's office) to determine which personal property as reported on the annual personal property declaration constitutes Project Equipment (and therefore is owned by the City) and which personal property does not constitute Project Equipment (and therefore is owned by the Company). The City and the Company agree that property purchased in whole or in part by the Company with its own funds, and not Bond proceeds, shall not constitute part of the Project Equipment and shall remain the property of the Company and therefore subject to taxation.

Section 4.2. Governing Law. This First Supplemental Lease shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 4.3. Binding Effect. This First Supplemental Lease shall be binding upon and shall inure to the benefit of the City and the Company and their respective successors and assigns.

Section 4.4. Severability. If for any reason any provision of this First Supplemental Lease shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 4.5. Execution in Counterparts. This First Supplemental Lease may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 4.6. Electronic Storage. The parties hereto agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 4.7. Complete Agreement. THE COMPANY AND THE CITY UNDERSTAND THAT ORAL OR UNEXECUTED AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT THE COMPANY AND THE CITY FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS THE COMPANY AND THE CITY REACH COVERING SUCH MATTERS ARE CONTAINED IN THE LEASE AND THE PERFORMANCE AGREEMENT, WHICH ARE THE COMPLETE AND EXCLUSIVE STATEMENTS OF THE AGREEMENT BETWEEN THE COMPANY AND THE CITY, EXCEPT AS THE COMPANY AND THE CITY MAY LATER AGREE IN WRITING TO MODIFY THE LEASE OR THE PERFORMANCE AGREEMENT.

Section 4.8. Consent to Mechanics' Liens. The City hereby consents to the subjection of the Project and Project Site to the attachment of mechanics' liens filed under Chapter 429 of the Revised Statutes of Missouri.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Lease to be executed in their respective names by their duly authorized signatories, all as of the date first above written.

CITY OF BLUE SPRINGS, MISSOURI

[SEAL]

By: _____
Name: Chris Lievsay
Title: Mayor

ATTEST:

By: _____
Name: Erin Ford
Title: City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this _____ day of _____, 2026, before me, the undersigned, a Notary Public, appeared **CHRIS LIEVSAY**, to me personally known, who, being by me duly sworn, did say that he is the **MAYOR** of the **CITY OF BLUE SPRINGS, MISSOURI**, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed by authority of its City Council, and said officers acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Name: _____
Notary Public in and for said State

(SEAL)

My Commission Expires: _____.

DURVET, INC.,
a Delaware corporation

By: _____
Name:
Title:

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

On this ____ day of _____, 2026, before me appeared _____, to me personally known, who, being by me duly sworn, did say that (s)he is the _____ of **DURVET, INC.**, a Missouri corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and said individual acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Name: _____
Notary Public in and for said State

(SEAL)

My Commission Expires: _____.

EXHIBIT A

PROJECT SITE

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

Lot 9 in Walnut Street Development Center, 3rd Plat, in the City of Blue Springs, Jackson County, Missouri.

EXHIBIT B

FORM OF REQUISITION CERTIFICATE

Requisition No. _____
Date: _____

REQUISITION CERTIFICATE

SERIES 2026 ACCOUNT OF THE PROJECT FUND

TO: UMB BANK, N.A., AS TRUSTEE UNDER A TRUST INDENTURE DATED AS OF NOVEMBER 25, 2020, AS AMENDED AND SUPPLEMENTED, BETWEEN THE CITY OF BLUE SPRINGS, MISSOURI, AND THE TRUSTEE, AND LEASE AGREEMENT DATED AS OF NOVEMBER 25, 2020, AS AMENDED AND SUPPLEMENTED, BETWEEN THE CITY OF BLUE SPRINGS, MISSOURI AND DURVET, INC.

The undersigned Authorized Company Representative hereby states and certifies that:

1. A total of $_____ is requested to pay for Project Costs (as defined in the Indenture) of the Series 2026 Project Improvements.

2. Said Project Costs shall be paid in whole from Series 2026 Bond proceeds in such amounts, to such payees and for such purposes as set forth on **Schedule 1** hereto.

3. Each of the items for which payment is requested are or were desirable and appropriate in connection with the purchase, installation or equipping of the Series 2026 Project Improvements (as defined in the Trust Indenture), have been properly incurred and are a proper charge against the Series 2026 account of the Project Fund, and have been paid by the Company or are justly due to the Persons whose names and addresses are stated on **Schedule 1**, and have not been the basis of any previous requisition from the Project Fund.

4. As of this date, except for the amounts referred to above, to the best of my knowledge there are no outstanding disputed statements for which payment is requested for labor, wages, materials, supplies or services in connection with the purchase, installation or equipping of the Project which, if unpaid, might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or similar lien upon the Project or any part thereof.

5. The undersigned hereby (i) certifies they have reviewed any wire instructions set forth herein to confirm such wire instructions are accurate, and (ii) agrees they will not seek recourse from the Trustee as a result of losses incurred by it for making the disbursement in accordance herewith.

DURVET, INC.

By: _____
Authorized Company Representative

SCHEDULE 1 TO REQUISITION CERTIFICATE

PROJECT COSTS

Payee and Address	Description	Amount

With respect to any personal property described in this Requisition Certificate and for which Project Costs are disbursed pursuant to this Requisition Certificate, in consideration of such disbursement, such personal property is hereby BARGAINED and SOLD, and the Company by these presents does now GRANT and CONVEY, unto the CITY OF BLUE SPRINGS, MISSOURI, and its successors and assigns, all of its right, title and interest, if any, in and to such personal property, and such personal property shall constitute a portion of the "Series 2026 Project Improvements" as defined under the Lease Agreement dated as of November 25, 2020, between the Company and the City, as amended and supplemented. The property is being conveyed "as is," "where is" and "with all faults" as of the date of this Requisition Certificate, without any representation or warranty whatsoever as to its condition, fitness for any particular purpose, merchantability, or any other warranty, express or implied.

$7,550,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF BLUE SPRINGS, MISSOURI
TAXABLE INDUSTRIAL REVENUE BONDS
(DURVET, INC. EXPANSION PROJECT)
SERIES 2026

Dated as of [DATED DATE], 2026

BOND PURCHASE AGREEMENT

Mayor and City Council
Blue Springs, Missouri

On the basis of the representations, and covenants and upon the terms and conditions contained in this Bond Purchase Agreement, Durvet, Inc., a corporation organized under the laws of Missouri (the "Purchaser"), offers to purchase from the City of Blue Springs, Missouri (the "City"), the above-referenced Taxable Industrial Revenue Bonds (Durvet, Inc. Expansion Project), Series 2026, dated as provided in the Indenture (hereinafter defined), in the maximum aggregate principal amount of $7,550,000 (the "Bonds"), to be issued by the City under and pursuant to an Ordinance adopted by the governing body of the City on October 19, 2026 (the "Ordinance") and a Trust Indenture dated as of November 25, 2020, as amended and supplemented by a First Supplemental Trust Indenture dated as of [DATED DATE], 2026 (collectively, the "Indenture"), by and between the City and UMB Bank, N.A., as trustee (the "Trustee"). *Capitalized terms not otherwise defined herein shall have the meanings set forth in the Indenture.*

SECTION 1. REPRESENTATIONS AND AGREEMENTS

(a) By the City's acceptance hereof, the City hereby represents to the Purchaser as follows:

(1) The City is a constitutional charter city and political subdivision duly organized and validly existing under the laws of the State of Missouri. The City is authorized pursuant to the constitution, its charter, the laws of the State of Missouri, and the laws, ordinances, orders and resolutions of the City, and all necessary action has been taken to authorize, issue and deliver the Series 2026 Bonds and to consummate all transactions contemplated by this Bond Purchase Agreement, the Ordinance, the Indenture, the Lease Agreement dated as of November 25, 2020, as amended and supplemented by the First Supplemental Lease Agreement dated as of [DATED DATE], 2026 (collectively, the "Lease Agreement"), by and between the City and Durvet, Inc. (the "Company") and any and all other agreements relating thereto. The proceeds of the Series 2026 Bonds shall be used for the purpose of acquiring and installing the Series 2026 Project Improvements (as defined in the Indenture) and paying the costs incurred in connection with the issuance of the Series 2026 Bonds.

(2) There is no controversy, suit or other proceeding of any kind pending or to the City's knowledge threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way the legal organization of the City or its boundaries, or the right or title of any of its officers to their respective offices, or the legality of any official act leading up to the issuance of the Series 2026 Bonds or the constitutionality or validity of the obligations represented by the Series 2026 Bonds or the validity of the Series 2026 Bonds, the Lease Agreement or the Indenture.

(b) The Purchaser represents as follows:

(1) *Organization.* The Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Missouri.

(2) *No Conflict or Breach*. The execution, delivery and performance of this Bond Purchase Agreement by the Purchaser have been duly authorized by all necessary action of the Purchaser and do not and will not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under, its organizational documents, any law, court or administrative regulation, decree or order applicable to or binding upon the Purchaser, or, to the best of its knowledge, any agreement, indenture, mortgage, lease or instrument to which the Purchaser is a party or by which it is bound.

(3) *Documents Legal, Valid and Binding*. When executed and delivered by the Purchaser, this Bond Purchase Agreement will be, and is, a legal, valid and binding obligation, enforceable in accordance with its terms, subject, as to enforcement, to any applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally and further subject to the availability of equitable remedies.

(4) *Purchaser's Certificates*. Any certificate signed by an authorized officer or agent of the Purchaser and delivered to the City shall be deemed a representation and warranty by Purchaser to such parties as to the statements made therein.

SECTION 2. PURCHASE, SALE AND DELIVERY OF THE BONDS

On the basis of the representations and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions herein set forth and in the Indenture, the Purchaser agrees to purchase from the City and the City agrees to sell to the Purchaser the Series 2026 Bonds on the terms and conditions set forth herein.

The Series 2026 Bonds shall be sold to the Purchaser by the City on the Closing Date (hereinafter defined) upon payment of an amount equal to the Closing Price (hereinafter defined), which amount shall be applied as provided in the Indenture and the Lease Agreement. From time to time after the Closing Date, the Purchaser, upon receipt of notice from the Company, shall make additional payments with respect to the Series 2026 Bonds ("Additional Payments") to the Trustee under the Indenture, which Additional Payments shall constitute the purchase price for additional principal of the Series 2026 Bond and shall be deposited in the Project Fund and applied to the payment of Project Costs; provided that the sum of the Closing Price and all such Additional Payments shall not, in the aggregate, exceed $7,550,000. In the event that the Company is the Bondowner, the Company shall not be required to deposit such funds into the Project Fund, but there shall be deemed to be a deposit by the Bondowner into the Project Fund of an Additional Payment within the meaning of **Section 5.02** of the Indenture upon the Company's

delivery to the Trustee of a requisition certificate conforming to the requirements contained in the Lease that confirms the amount of such advances by the Purchaser, as Bondowner.

As used herein, the term "Closing Date" shall mean [CLOSING DATE], 2026, or such other date as shall be mutually agreed upon by the City and the Purchaser; the term "Closing Price" shall mean $\$_____$.

The Series 2026 Bonds shall be issued under and secured (on a parity basis with the Series 2020 Bonds, as defined in the Indenture) as provided in the Ordinance, the Indenture and the Lease Agreement authorized thereby and the Series 2026 Bonds shall have the maturity, interest rate and shall be subject to redemption as set forth therein. The delivery of the Series 2026 Bonds shall be made in definitive form as a fully registered bond in the maximum aggregate principal denomination of $7,550,000; provided, that the principal amount of the Series 2026 Bonds outstanding at any time shall be that amount recorded in the records of the Trustee and further provided that interest shall be payable on the Series 2026 Bonds only on the outstanding principal amount of the Series 2026 Bonds, as more fully provided in the Indenture.

SECTION 3. CONDITIONS TO THE OBLIGATIONS

The obligations of Purchaser hereunder shall be subject to the due performance by the parties of the obligations and agreements to be performed hereunder on or prior to the Closing Date and to the accuracy of and compliance with the representations contained herein, as of the date hereof and as of the Closing Date, and are also subject to the following conditions:

(a) There shall be delivered to the Purchaser on or prior to the Closing Date a duly executed copy of the Ordinance, the Indenture and the Lease Agreement and any other instrument contemplated thereby shall be in full force and effect and shall not have been modified or changed except as may have been agreed to in writing by the Purchaser.

(b) The City shall confirm on the Closing Date by a certificate that at and as of the Closing Date the City has taken all action necessary to issue the Series 2026 Bonds and that there is no controversy, suit or other proceeding of any kind pending or to its knowledge threatened wherein any question is raised affecting in any way the legal organization of the City or the legality of any official act shown to have been done in the transcript of proceedings leading up to the issuance of the Series 2026 Bonds, or the constitutionality or validity of the obligations represented by the Series 2026 Bonds or the validity of the Series 2026 Bonds or any proceedings in relation to the issuance or sale thereof. The form and substance of such certificate shall be satisfactory to the Purchaser.

(c) The Purchaser shall execute a certificate, dated the Closing Date, to the effect that (i) no litigation, proceeding or investigation is pending against the Purchaser or its affiliates or, to the knowledge of the Purchaser, threatened which would (A) contest, affect, restrain or enjoin the issuance, validity, execution, delivery or performance of the Series 2026 Bonds, or (B) in any way contest the existence or powers of the Purchaser, (ii) no litigation, proceeding or investigation is pending or, to the knowledge of the Purchaser, threatened against the Purchaser that could reasonably be expected to adversely affect its ability to perform its obligations hereunder, (iii) the representations and warranties of the Purchaser herein were and are true and correct in all material respects and not misleading as of the date made and as of the Closing Date, and (iv) such other matters as are reasonably requested by the other parties in connection with the issuance of the Series 2026 Bonds.

(d) The obligations of the parties hereto are subject to the receipt of the approving opinion of Gilmore & Bell, P.C., Bond Counsel, with respect to the validity of the authorization and issuance of the Series 2026 Bonds.

SECTION 4. THE PURCHASER'S RIGHT TO CANCEL

The Purchaser shall have the right to cancel its obligation hereunder to purchase the Series 2026 Bonds by notifying the City in writing or by electronic transmission of its election to make such cancellation at any time prior to the Closing Date and all Costs of Issuance.

SECTION 5. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY

All of the representations and agreements by either party shall remain operative and in full force and effect, and shall survive delivery of the Series 2026 Bonds to the Purchaser.

SECTION 6. NOTICE

Any notice or other communication to be given under this Agreement may be given by mailing or delivering the same in writing to:

(a) To the City:

City of Blue Springs, Missouri
903 West Main Street
Blue Springs, Missouri 64015
ATTN: City Administrator

(b) To the Trustee:

UMB Bank, N.A., as Trustee
928 Grand Blvd.
Kansas City, MO 64106
ATTN: Corporate Trust Department

(c) To the Company:

Durvet, Inc.
100 SE Magellan Drive
Blue Springs, Missouri 64014
ATTN: _____

SECTION 7. APPLICABLE LAW; ASSIGNABILITY

This Bond Purchase Agreement shall be governed by the laws of the State of Missouri and may be assigned by the Purchaser to any Person that (a) expressly assumes in writing all the obligations of the Company contained in the Lease Agreement, and (b) the long term debt rating of such Person or the long term debt rating of an entity controlled by, under common control with or controlling such Person, is in any of the top three long term debt rating categories by any nationally recognized rating service. Any such assignee shall agree to be bound by the terms of this Bond Purchase Agreement. Upon such

assignment, the Purchaser shall be released from and have no further obligations under this Bond Purchase Agreement.

SECTION 8. EXECUTION OF COUNTERPARTS

This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

[Remainder of page intentionally left blank.]

Very truly yours,

DURVET, INC.,
as Purchaser

By: _____
Name:
Title:

CITY OF BLUE SPRINGS, MISSOURI

By: _____
Mayor

FIRST SUPPLEMENTAL PERFORMANCE AGREEMENT

Dated as of [DATED DATE], 2026

BETWEEN

THE CITY OF BLUE SPRINGS, MISSOURI

AND

DURVET, INC.

FIRST SUPPLEMENTAL PERFORMANCE AGREEMENT

THIS FIRST SUPPLEMENTAL PERFORMANCE AGREEMENT, dated as of [DATED DATE], 2026 (this "First Supplemental Performance Agreement"), between the **CITY OF BLUE SPRINGS, MISSOURI**, a constitutional charter city organized and existing under the laws of the State of Missouri (the "City"), and **DURVET, INC.**, a Missouri corporation (the "Company").

RECITALS:

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

2. Pursuant to the Act and a Trust Indenture dated as of November 25, 2020 between the City and the Trustee, the City issued its Taxable Industrial Revenue Bonds (Durvet, Inc. Project), Series 2020 (the "Series 2020 Bonds"), in the maximum principal amount of $9,600,000, on November 25, 2020, for the purpose of designing, constructing and installing an approximately 54,080 square foot warehouse and office expansion (the "Project Improvements") on certain land in the City (the "Project Site," with the Project Site and the Project Improvements together being the "Project");

3. In connection with the issuance of the Series 2020 Bonds, the City and the Company entered into a Performance Agreement dated as of November 25, 2020 (the "Original Performance Agreement");

4. The City has leased the Project to the Company;

5. The Company has determined a need for additional Project Improvements and for certain Project Equipment (defined herein) for the purpose of acquiring, constructing, improving, equipping and installing an approximately 41,530 square foot building expansion that will provide additional warehouse storage space, office space, conference room and bathrooms, and improvements to the adjoining parking lots and private streets (the "Series 2026 Project Improvements") to expand the Project according to the needs of the Company;

6. By ordinance, the City has approved a Plan for an Industrial Development Project for Durvet, Inc. (Expansion Project – 2026 Phase) and the issuance of $7,550,000 (Aggregate Maximum Principal Amount) City of Blue Springs, Missouri Taxable Industrial Revenue Bonds (Durvet, Inc. Expansion Project), Series 2026 (the "Series 2026 Bonds," together with the Series 2020 Bonds, the "Bonds") for the Series 2026 Project Improvements; and

7. In connection with the foregoing, the City desires to enter into this First Supplemental Performance Agreement with the Company, in consideration of the Company's desire to cause the purchase, construction, improvement, equipping and installation of the Series 2026 Project Improvements.

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

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. For all purposes of this First Supplemental Performance Agreement, except as otherwise provided or unless the context otherwise requires, the following words and terms used in this First Supplemental Performance Agreement shall have the following meanings set forth in this Section. Any words and terms defined herein that are not already defined in the Original Performance Agreement are intended to supplement the definitions contained therein. Any words and terms defined herein that are already defined in the Original Performance Agreement are intended to replace and supersede such definitions already contained therein. Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Original Performance Agreement. Any words and terms not otherwise defined shall have the meanings given in the Indenture.

"Agreement" means the Original Performance Agreement, as from time to time amended and supplemented in accordance with the provisions thereof, including this First Supplemental Performance Agreement.

"Indenture" means the Trust Indenture between the City and UMB Bank, N.A. dated as of November 25, 2020, as amended and supplemented from time to time, including by the First Supplemental Trust Indenture dated as of [DATED DATE], 2026.

"Lease" means the Lease Agreement between the City and the Company dated as of November 25, 2020, as amended and supplemented from time to time, including by the First Supplemental Lease Agreement dated as of [DATED DATE], 2026.

"Original Performance Agreement" means the Performance Agreement dated as of July 1, 2019, between the City and the Company.

"PILOT Payments" means the payments in lieu of taxes provided for in **Article III** of the Original Performance Agreement, as amended, including by this First Supplemental Performance Agreement.

"Project" means the Project Site and the Project Improvements, and all additions, modifications, improvements, replacements and substitutions made to the Project with the proceeds of the Bonds pursuant to the Lease as they may at any time exist.

"Project Equipment" means that portion of the Project Improvements that remains personal property after completion of the Project Improvements. For avoidance of doubt, no personal property acquired prior to 2026 shall be treated as Project Equipment or be subject to the Lease (any personal property that is not Project Equipment shall not be owned by the City and shall be subject to ad valorem taxation).

"Project Improvements" means the Series 2020 Project Improvements, the Series 2026 Project Improvements and all other buildings, structures, improvements, equipment and fixtures located on or to

be purchased, constructed and otherwise improved on the Project Site pursuant to **Article IV** of the Lease and paid for in whole or in part from the proceeds of Bonds, as described in **Exhibit B** attached to the Original Lease, and all additions, alterations, modifications and improvements thereof made pursuant to the Lease with the proceeds of the Bonds; except to the extent that any portion of the Project Improvements shall be released or purchased by the Company pursuant to the terms of the Lease.

"Series 2020 Project Improvements" means the portion of the Project Improvements comprised of an approximately 54,080 square foot warehouse and office expansion acquired with the proceeds of the Series 2020 Bonds and any personal property acquired with proceeds of the Series 2020 Bonds.

"Series 2026 Project Improvements" means the following, to the extent paid for in whole with proceeds of the Series 2026 Bonds: acquiring, constructing, improving, equipping and installing an approximately 41,530 square foot building expansion that will provide additional warehouse storage space, office space, conference room and bathrooms, and improvements to the adjoining parking lots and private streets, including related equipment.

ARTICLE II

ISSUANCE OF SERIES 2026 BONDS

Section 2.1. Issuance of the Series 2026 Bonds. As described herein, the City will issue the Series 2026 Bonds under the Act for the purpose of paying Project Costs relating to the Series 2026 Project Improvements. In connection with the issuance of the Series 2026 Bonds and the payment of such Project Costs from the proceeds of the Series 2026 Bonds, the City will acquire title to the Series 2026 Project Improvements as acquired and constructed.

ARTICLE III

PAYMENTS IN LIEU OF TAXES; SALES TAX EXEMPTION

Section 3.1. Payments in Lieu of Taxes. Exhibit B of the Original Performance Agreement is hereby deleted and replaced with **Exhibit A** attached hereto.

Section 3.2. Adjustments to Payments in Lieu of Taxes. Section 3.3 of the Original Performance Agreement is hereby deleted and replaced with the following:

"Section 3.3. Additional PILOT Payments.

(a) In addition to the PILOT Payments required by **Section 3.2**, the Company covenants and agrees to make additional PILOT Payments to the City on or before December 1 in the applicable year, if the Company fails to operate the Project as a Commercial Facility for a period longer than 90 days, other than temporary closures customary in the applicable industry and absent any Excusable Delay. In addition to any other remedies that may be available to the City under the Lease or hereunder, the PILOTs set forth in **Section 3.2** shall be increased to 100% of the Taxes Otherwise Due during each year following such failure to operate as a Commercial Facility, including the year in which the failure occurs, and during which the Exemption continues.

(b) If the Company relocates operations to a different location, in or outside of the City, the PILOT increase of Section 3.3(a) will apply immediately (notwithstanding the 90-day period provided for therein)."

During the time that the Series 2026 Bonds are outstanding, this **Section 3.2** shall override **Section 3.2** of the Original Performance Agreement.

Section 3.3. Events of Default. Section 6.1 of the Original Performance Agreement is hereby deleted and replaced with the following, but only with respect to the Series 2026 Project Improvements:

"**Section 6.1. Events of Default.** If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an Event of Default hereunder:

(a) the Company fails to make any PILOT Payments or additional PILOT Payments under **Section 3.3** herein required to be paid hereunder within 10 days after written notice and demand by the City;

(b) an Event of Default described under **Section 3.10(b)**;

(c) any representation of the Company contained herein proves to be materially false or erroneous and is not corrected or brought into compliance within 30 days (or such longer period as the City and the Company may agree in writing) after the City has given written notice to the Company specifying the false or erroneous representation and requiring it to be remedied; provided, that if such matter is not subject to cure within such 30 days (or such longer period as the City and Company agree in writing) after such notice, the Company fails to initiate action to cure the default within such 30 days after such notice and fails to pursue such action diligently;

(d) the Company fails to operate the Project as a Commercial Facility for a period in excess of 90 days as described under **Section 3.3** or relocates operations to a different location as described under **Section 3.3** and does not make the additional PILOT Payments to the City as provided in **Section 3.3**; or

(e) the Company sells or assigns the Series 2026 Project Improvements to an unrelated entity, provided, however, that the City may, in its sole discretion, waive this Event of Default.

ARTICLE IV

MISCELLANEOUS PROVISIONS

Section 4.1. Applicability of the Original Performance Agreement and the Supplemental Performance Agreement. Except as otherwise provided in this First Supplemental Performance Agreement, the provisions of the Original Performance Agreement are hereby ratified, approved and confirmed and incorporated herein. All terms in this First Supplemental Performance Agreement which are inconsistent with the terms of the Original Performance Agreement shall replace such terms of the Original Performance Agreement to the extent of the inconsistency. Upon defeasance or payment of all of the Series 2026 Bonds, this First Supplemental Performance Agreement shall no longer be effective as an amendment to the Original Performance Agreement.

Section 4.2. Severability. If for any reason any provision of this First Supplemental Performance Agreement shall be determined to be invalid or unenforceable, such invalid or unenforceable term will be deemed severed from this First Supplemental Performance Agreement and the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 4.3. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 4.4. Execution in Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 4.5. Electronic Storage. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names by their duly authorized officers, all as of the date first above written.

CITY OF BLUE SPRINGS, MISSOURI

[SEAL]

By: _____
Name: Chris Lievsay
Title: Mayor

ATTEST:

By: _____
Name: Erin Ford
Title: City Clerk

DURVET, INC.,
a Missouri corporation

By: _____
Name:
Title:

In accordance with Section 100.050 of the Revised Statutes of Missouri, the undersigned (the "District") intends, by acknowledgment and approval of this Agreement, to set the annual reimbursement rates applicable to the Project for the duration of the abatement period at the amounts shown for the District in **Exhibit A** of this Agreement and the District accepts such payments as are set out for the District on **Exhibit A** as full payment of such reimbursement in each year.

CENTRAL JACKSON COUNTY FIRE PROTECTION DISTICT

By:_____
Chairman

EXHIBIT A

SCHEDULE OF PILOT PAYMENTS

Series 2020 Project Improvements

Year	PILOT Payment	Additional PILOT Payment to be made to the Central Jackson County Fire Protection District	Total Annual Payment
2026	$109,196	$14,303	$123,499
2027	111,380	14,588	125,968
2028	111,380	14,588	125,968
2029	113,607	14,880	128,487

Series 2026 Project Improvements

Real Property Improvements

Year	PILOT Payment	Additional PILOT Payment to be made to the Central Jackson County Fire Protection District	PILOT for Non-Abated Portion*	Total Annual Real Property Payment
2027	$0	$4,795	$0	$4,795
2028	0	9,621	0	9,621
2029	0	9,910	0	9,910
2030	0	9,910	295,871	305,781
2031	0	10,207	301,789	311,996
2032	0	10,207	301,789	311,996
2033	0	10,513	307,825	318,338
2034	0	10,513	307,825	318,338
2035	0	10,829	313,981	324,810
2036	0	10,829	313,981	324,810
2037	0	11,153	320,261	331,414

* Consists of Series 2020 Project Improvements (from and after January 1, 2030) and improvements located on the Project Site prior to 2020. Personal property located on the Project Site that is not part of the Project Equipment component of the Series 2026 Project Improvements is in private ownership and is subject to ad *valorem* taxation.

Project Equipment

Year	PILOT Payment	Additional PILOT Payment to be made to the Central Jackson County Fire Protection District	Total Annual Personal Property Payment
2028	$0	$3,205	$3,205
2029	0	2,488	2,488
2030	0	1,933	1,933
2031	0	1,472	1,472
2032	0	1,019	1,019
2033	0	628	628
2034	0	361	361
2035	0	361	361
2036	0	361	361
2037	0	361	361

BLUE SPRINGS
MISSOURI

CITY COUNCIL

October 19, 2026

EXHIBITS FOR PUBLIC HEARING

CODE AMENDMENTS - CODE ENFORCEMENT PROCESS

(UDCT-09-26-10007)

EXHIBIT #1 City Council Information Form dated September 28, 2026 with the following attachments: Affidavit of Publication and Bill with Code Amendment attached as Exhibit A

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: September 28, 2026

ITEM TYPE: Ordinance

SUBMITTED BY: Jake Farrell

CONTRACT NUMBER: N/A

DEPARTMENT: City Development

STRATEGIC PLAN PRIORITY: Community Safety

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-09-26-10007) Upon conclusion of the public hearing, a Bill approving the amendments to sections of various Chapters of the City of Blue Springs Unified Development Code will be ready for introduction and readings.

BACKGROUND

City staff have identified several areas of the Municipal Code where updates would improve the efficiency, clarity, and consistency of code enforcement. Including the following:

- Expedite the code enforcement process for repeat offenders;

- Establish clear guidelines for managed natural landscapes on residential properties;
- Eliminate the outdated fee schedule for high weeds and grass-related tickets; and
- Provide a clear definition of model homes within the City's Unified Development Code (UDC).

The current process can require additional steps when addressing repeat violations, even when a property has an established history of noncompliance. The proposed changes also clarify questions regarding the maintenance and appearance of wildflowers on residential properties, as well as an outdated fee schedule associated with high weeds and grass violations.

Additionally, the City's Unified Development Code does not currently provide a clear definition of a model home, creating the potential for uncertainty when determining how these properties should be reviewed and regulated.

The proposed Code amendment addresses these issues by updating the applicable code sections to provide clearer standards, streamline enforcement procedures, remove outdated provisions, and establish consistent definitions for development-related activities.

FINANCIAL IMPACT

INFORMATION	DETAIL
Contractor:	N/A

PROJECT TIMELINE

INFORMATION	DETAIL

Estimated Start Date	October 20, 2026
Estimated End Date	N/A

STAFF RECOMMENDATION

Staff recommends recommend approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Affidavit of Publication
2. Bill with Code Amendment attached as Exhibit A.

REVIEWED BY

Requesting Director: Nic Hutchison

Legal: Jennifer Baird

Administration: George Schmitz

City Administrator: Christine Cates

Budget: N/A

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:

October 2, 2026

in volume **32** **Indep.** **Edition**

and numbered **8**

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

October 02, 2026

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

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

PUBLIC NOTICE

Ordinance Amendment
"Model Home Definition"
Amendment
903 W Main Street

Notice is hereby given that a public hearing will be held by the City Council of the City of Blue Springs on **Monday, October 19th, 2026 at 6:00 p.m.** in the Council Chambers of the Howard L. Brown Public Safety Facility at 1100 SW Smith Street for the purpose of hearing interested parties and citizens on a request by the applicant, Jake Farrell, City of Blue Springs, for approval of a definition for "Model Homes" being added to Section 411.040 of the City's Unified Development Code. 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
City Council

October 2, 2026
8 M4082

Introduced by Councilmember _____ BILL 5439

(UDCT-09-26-10007) ORDINANCE_____

AN ORDINANCE AMENDING SECTIONS 245.110, 245.290, 245.300, 245.320, 245.350, 411.040 AND 515.270 OF THE CODE OF ORDINANCES, CITY OF BLUE SPRINGS, MISSOURI, TO UPDATE PROCESS FOR PROPERTY MAINTENANCE AND NUISANCE VIOLATIONS, ESTABLISH GUIDELINES FOR MANAGED NATURAL LANDSCAPES AND ESTABLISH A DEFINITION FOR A MODEL HOME.

WHEREAS, the City Council recognizes the need to maintain clear, consistent, and effective regulations for the administration and enforcement of the City's Municipal Code by establishing a more efficient process for addressing properties with repeated code violations at the same property; and

WHEREAS, the City Council have identified the need for clearer standards regarding managed natural landscapes on residential properties; and

WHEREAS, the City Council has determined that the existing fee schedule for high weeds and grass-related citations is outdated; and

WHEREAS, City Council desires to define "model home" in the Unified Development Code to provide clarity in the review and regulation of such properties; and

WHEREAS, this Ordinance amends the Code of Ordinances to address these matters.

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

Section 1. That Sections 245.110, 245.290, 245.300, 245.320, 245.350, 411.040 and 515.270 of the Code of Ordinances, City of Blue Springs, Missouri, are hereby amended to read as attached in Exhibit A. In Exhibit A, language to be added is underlined, language to be deleted is shown as stricken, sections and subsections not set out herein are not amended or changed.

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 19th day of October 2026.

CITY OF BLUE SPRINGS

_____

Chris Lievsay, Mayor

ATTEST:

_____

Erin Ford, City Clerk

1st Reading: _____

2nd Reading: _____

EXHIBIT A

Language to be added is underlined, language to be deleted is shown as stricken, sections and subsections not set out herein are not amended or changed.

Section 245.110 Nuisances Abated After Notice — Mode; Payment; Special Tax Bills.

[R.O. 1996 § 245.110; CC 1968 § 10-23; Ord. No. 512 § 1, 11-2-1970; Ord. No. 4517 § 1, 11-3-2014]

In case the abatement of any nuisance is not immediately necessary for the protection of the health or safety of the inhabitants of the City, if requested in writing by ownership or an authorized representative, the Codes Administrator or their designee shall, hold an ~~public~~ administrative hearing before declaring the same to be a nuisance and ordering its abatement. Ten (10) business days' notice of said hearing shall be given to the owner or occupant of the premises upon which said alleged nuisance exists, or to their agent, or to the person causing or maintaining such alleged nuisance. Such notice shall state the time and place of said hearing. In the event that the whereabouts of the owner or occupant of the premises where such alleged nuisance exists, or of their agent, or of the person causing or maintaining such alleged nuisance is unknown and notice cannot be served upon them, then such notice shall be posted on the premises where said alleged nuisance exists for at least ten (10) business days before said hearing. All interested parties may appear at such hearing, either in person or by attorney, and present evidence concerning the matters at issue. If, upon such hearing, the Codes Administrator or their designee finds that a nuisance exists, they shall order the owner or occupant of said property, or their agent, or the person causing or maintaining said nuisance to abate the same; and if the same be not abated within the time prescribed by the Codes Administrator or their designee in said order or any extension thereof, the Codes Administrator or their designee shall abate the same or cause the same to be abated and shall certify the cost of abating said nuisance to the City Council. Thereupon,

the City Council may, by ordinance, levy the cost of abatement as a special tax against the property on which said nuisance was located and may authorize the issuance of special tax bills therefor. Said tax shall be collected like other taxes and shall be a lien on the property until paid.

2. If a request is not received within ten (10) business days, as indicated in the notice, the right to a hearing shall be deemed to be waived. Nothing in this Section shall preclude the Codes Administrator from holding a hearing if the Codes Administrator deems the same necessary.

3. Only one (1) nuisance administrative hearing for nuisance violations of a similar nature will be held within the same calendar year for the same owner for the same property, unless for good cause shown, the Codes Administrator or their designee grants a subsequent hearing.

EXHIBIT A

Section 245.290 Definitions.

[R.O. 1996 § 245.290; CC 1968 § 10-49; Ord. No. 512 § 1, 11-2-1970; Ord. No. 1961 § 1, 7-2-1990; Ord. No. 4257 § 1, 8-17-2009]

The following terms, as used in this Article, unless the context specifically indicates otherwise, are defined as follows:

CONTAINMENT

A physical barrier to permanently separate a landscape area from the rest of the yard. Such barriers shall include stone, brick, wood, concrete or other means of approved edging.

INVASIVE PLANT

Any plant, excluding trees over three (3) inches in diameter and thirteen (13) feet in height, outside its native range whose presence causes or is likely to cause harm to the economy, human health or the environment, including but not limited to harm to native plant communities. Invasive plants include but are not limited to any plant:

(1) designated as invasive by the State of Missouri's Department of Conservation or Department of Agriculture; or

(2) designated as invasive by any other authority the State of Missouri's Department of Conservation or Department of Agriculture has referenced or acknowledged as an authority on Missouri invasive plants, such as the Missouri Prairie Foundation's Invasive Plant Council; or

MANAGED NATURAL LANDSCAPE

Any part of a premise, lot, tract, or parcel of land that consists of intentionally and continuously maintained wildflowers & vegetation allowed to grow to its natural height and form for the purpose(s) of benefiting the city's natural environment, improving

stormwater retention, increasing water quality, reducing greenhouse gas emissions, using fewer potentially harmful or costly inputs, increasing biodiversity, and/or providing habitats for wildlife such as birds, bees, and butterflies. In addition, a managed natural landscape must meet the following requirements:

(1) No turf grass eight (8) inches or more in height, noxious plants, invasive plants, all as defined in this chapter, shall be present;

(2) The defined landscape area, if it includes any plants that are not trees, must maintain clearly defined boundaries through edging or containment;

(3) No vegetation in the defined landscape area may encroach onto a neighboring property;

(4) No vegetation shall overhang the pedestrian sidewalk, excluding trees that allow a clearance of at least eight (8) feet above the pedestrian sidewalk; and

(5) In total cannot exceed 10% of the front & side yard area as defined by the Section 411.040.

(6) Shall not be located in the right-of-way.

(7) Area shall be clearly identified with signage

These limitations shall not apply to parks, engineered stormwater detention, open space public facilities, or land owned by City, State or Federal agencies for naturalized landscape management.

NATIVE

Evolving and naturally occurring in the region without human intervention.

NOXIOUS PLANTS

Poison ivy, poison oak and poison sumac, at any height or state of maturity.

EXHIBIT A

OWNER

Includes the real and actual owner of the fee title; and in case of joint tenancy, tenancy by the entireties or tenancy in common, each owner thereof; the life tenant; occupant; tenant; lessee; tenant at will; tenant at sufferance; adverse possessor and any other person; firm; partnership; corporation; or association; or any officer, agent, broker or managing representative thereof referenced in Section 245.340; asserting or having any right, title, responsibility or interest in any lot, tract or parcel of land in the City. The land records filed in the office of the Recorder of Deeds of the County within which any such lot, tract or parcel of land shall be located and any other official record of such County or of the City may be used to determine such owner, as herein before defined, as of any given date.

WEEDS

All grasses, annual plants and vegetation, other than trees or shrubs; provided, however, this term shall not include cultivated flowers, ~~and~~ gardens, required design landscapes and managed natural landscapes.

WILDFLOWER

A flower of an uncultivated variety and growing freely as defined by the State of Missouri's Department of Conservation

EXHIBIT A

Section 245.300 Nuisance Declared.

[R.O. 1996 § 245.300; CC 1968 § 10-50; Ord. No. 512 § 1, 11-2-1970; Ord. No. 4257 § 2, 8-17-2009]

Weeds which exceed eight (8) inches in height and invasive or noxious plants of any height, as they are herein defined, which are allowed to stand at any season of the year upon any lot, tract or parcel of land or along the sidewalk, street or unpaved alley adjacent to such lot, tract or parcel of land, are hereby declared to constitute a nuisance and shall be removed pursuant to Sections 245.310 and 245.320; provided that this Article shall not apply to land zoned or used for agricultural use which is more than twenty-five (25) feet distant from any occupied residential subdivision lot, tract or parcel of land or undeveloped tracts of land zoned other than for agricultural uses if such tract is one (1) contiguous tract, not intersected by any public roadway and is greater than ten (10) acres, provided that all areas within twenty-five (25) feet from the edge of pavement of a public roadway(s) or within twenty-five (25) feet of the property line(s) adjacent to any property being used for residential or commercial purposes shall be maintained free from weeds or plant growth in excess of eight (8) inches.

EXHIBIT A

Section 245.320 Notice To Cut — Failure To Comply; Procedure; Special Tax Bills.

[R.O. 1996 § 245.320; CC 1968 § 10-52; Ord. No. 512 § 1, 11-2-1970; Ord. No. 571 § 1, 11-1-1971; Ord. No. 2951 § 1, 1-20-1997; Ord. No. 4257 § 4, 8-17-2009]

1. Whenever weeds and/or noxious plants, in violation of this Article, are allowed to grow on any part of any lot or ground within the City limits, the owner of the ground, or in case of joint tenancy, tenancy by the entireties or tenancy in common, each owner thereof, shall be liable. If requested in writing by ownership or an authorized representative, the Codes Administrator or their designee shall hold a hearing on a business day after four (4) business days' notice thereof, either served personally or sent by United States mail, to the owner or owners or their agents or by posting such notice on the premises; thereupon the Codes Administrator or their designee may declare the weeds and/or noxious plants to be a nuisance and order the same to be abated within five (5) business days of the order; and in case the weeds are not cut down and removed and/or the noxious plants are not removed within the five (5) business days following the order, the Codes Administrator or their designee shall have the weeds cut down and removed and/or the noxious plants removed and shall certify the costs of the same together with the sum of seventy-five dollars ($75.00) administrative fee, said administrative fee to increase annually by the percentage increase in the Consumer Price Index for that year, to the City Clerk or Finance Director who shall cause a special tax bill therefor against the property to be prepared and to be collected by the City with other taxes assessed against the property; and the tax bill from the date of its issuance shall be a first lien on the property until paid and shall be prima facie evidence of the recitals therein and of its validity and no mere clerical error or informality in the same, or in the proceedings leading up to the issuance, shall be a defense thereto. Each special tax bill shall be issued by the City Clerk and delivered to the Finance Department of the City on

or before the first day of June of each year. Such tax bill, if not paid when due, shall, if allowed by law, bear interest at the rate allowed by law.

2. If a request is not received within four (4) business days, as indicated in the notice, the right to a hearing shall be deemed to be waived. Nothing in this Section shall preclude the Codes Administrator from holding a hearing if the Codes Administrator deems the same necessary.

3. Only one (1) administrative hearing for violations of tall grass, weeds and noxious plants will be held within the same calendar year for the same owner for the same property, unless for good cause shown, the Codes Administrator or their designee grants a subsequent hearing.

EXHIBIT A

Section 245.350 Penalty.

[R.O. 1996 § 245.350; Ord. No. 4257 § 7, 8-17-2009; Ord. No. 4637 § 3, 12-19-2016]

Any owner, person, firm or corporation violating any of the provisions of this Article shall upon conviction be punished by a fine~~, which fine shall be not less than the minimum amount set out in the following schedule, but~~ not to exceed the amount set out in Section 100.080(C) for each violation committed within a twelve-month period beginning with the first offense:

~~A. First offense: fifty dollars ($50.00).~~

~~B. Second offense: one hundred dollars ($100.00).~~

~~C. Third offense: three hundred dollars ($300.00).~~

~~D. Fourth and subsequent offenses: four hundred fifty dollars ($450.00).~~

And, in addition, the court may impose such imprisonment not exceeding ten (10) days as the court deems appropriate, except that the Court may not sentence a person to any confinement not exceeding a period of ten (10) days unless it is a violation involving alcohol or a controlled substance, or a violation endangering the health or welfare of others, or a violation involving eluding or giving false information to a law enforcement officer. Each day any violation of these provisions shall continue shall constitute a separate chargeable and punishable offense.

EXHIBIT A

Section 411.040 Glossary

MODEL HOME – A residential dwelling that is furnished and used for display purposes to promote and market the sale of homes within a development or subdivision. A Model Home may also be used as a sales office by the homebuilder or developer for the development or subdivision. Model Homes shall comply with all applicable requirements of the Unified Development Code and Building Code for the residential use.

EXHIBIT A

Section 515.270 Form.

[R.O. 1996 § 515.270; Ord. No. 4517 § 2, 11-3-2014]

A. Such notice prescribed in Section 515.260 shall:

1. Be in writing;

2. Include a description of the real estate sufficient for identification and any street address if one is available;

3. Include a statement and description of the violation or violations and why the notice is being issued and that said structure or building has been found to be a public nuisance under this Chapter;

4. Include an order to vacate, repair, recondition or remove structures as required in the Code Official's opinion to abate any public nuisance; and

5. Include a correction order allowing a reasonable amount of time, as in the discretion of the Code Official is deemed reasonable, to remove, demolish, or complete repairs and improvements required to bring the building or structure into compliance with the provisions of this Chapter and abate any public nuisance while requiring that the work shall proceed continuously without unnecessary delay.

B. Such notice may also include, <u>if requested in writing by ownership or an authorized representative,</u> the notice of hearing required under Sections 515.830 and 515.860, provided the Code Official may cancel or continue the hearing if, prior to the scheduled hearing date, the work required by the abatement order has commenced and has proceeded continuously thereafter without unreasonable delay.

<u>3. Only one (1) administrative hearing for property maintenance violations of a similar nature may be held within the same calendar year for the same owner for the same</u>

property, unless for good cause shown, the Codes Administrator or their designee grants a subsequent hearing.

Council Meeting Date: October 19, 2026

Agenda Item #: 9

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: October 1, 2026

ITEM TYPE: Ordinance

SUBMITTED BY: Erin Ford

CONTRACT NUMBER: N/A

DEPARTMENT: Administration

STRATEGIC PLAN PRIORITY: N/A

ITEM DESCRIPTION

Passage of a Bill amending Sections 122.020 and 122.100 of the Code of Ordinances, City of Blue Springs, Missouri, based on State of Missouri amendments to Section 610.021 RSMo. Missouri Sunshine Law which adds three new types of closed records, and language regarding timeframes for withdrawing requests.

BACKGROUND

The State of Missouri amended Section 610.021 RSMo. of the Missouri Sunshine Law, adding Subsections (27) through (29). 610.100 RSMo. was also amended to include language regarding timeframes for withdrawing requests.

Section 122.020 of the Blue Springs Code of Ordinances would be amended to include the following language added by the State of Missouri:

- Subsection (27) allows closure of records of individually identifiable information

of a minor held by a public governmental body

- Subsection (28) allows closure of records with Individually identifiable customer information for visitors who make a camping, lodging, or shelter reservation for a county park, municipal park, or Missouri state park or state historic site
- Subsection (29) to allow closure of records to protect the specific location of a plant or animal species considered endangered, threatened, critically imperiled, imperiled, or vulnerable.

The State of Missouri also amended Section 610.100 RSMo. of the Missouri Sunshine Law regarding timeframe for requests to be considered withdrawn. Section 122.100 of the Blue Springs Code of Ordinances would be amended to add provided language that a request can be considered withdrawn if the requester fails to remit all fees within 90 days or within 150 days if the requested fees are greater than $1,000, per Statute.

The State amendments took effect on August 2025. Because the City's Code of Ordinances includes provisions of the Sunshine Law, it must be updated to align with these amendments.

FINANCIAL IMPACT

INFORMATION	DETAIL
Contractor:	N/A

PROJECT TIMELINE

INFORMATION	DETAIL
Estimated Start Date	October 20, 2026
Estimated End Date	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill amending Code of Ordinances

REVIEWED BY

Requesting Director: Erin Ford

Legal: Jennifer Baird

Administration: George Schmitz

City Administrator: Christine Cates

Budget: N/A

Introduced by Councilmember _____ BILL 5440

ORDINANCE_____

AN ORDINANCE AMENDING SECTIONS 122.020 AND 122.100 OF THE CODE OF ORDINANCES, CITY OF BLUE SPRINGS, MISSOURI TO ADD INDIVIDUALLY IDENTIFIABLE INFORMATION OF A MINOR, CUSTOMER INFORMATION FOR VISITORS WHO MAKE RESERVATIONS AND SPECIFIC LOCATIONS OF PLANTS OR ANIMALS TO CLOSED RECORDS AND SETTING TIMEFRAMES FOR WITHDRAWING REQUESTS FOR FAILURE TO REMIT FEES

WHEREAS, in August 2025 the Missouri legislature passed amendments to Section 610.021, RSMo of the Missouri Sunshine Law;

WHEREAS, the City's Code of Ordinances includes provisions of the Sunshine Law, so it must be updated to align with these amendments; and

WHEREAS, in order for the City to incorporate these changes, it is recommended that Section 122.020 and 122.100 of the Code of Ordinances, City of Blue Springs, Missouri be amended; and

WHEREAS, a summary of the main changes to the Code of Ordinances is as follows:

Section 122.020

- Subsection (27) is added to allow closure of records of individually identifiable information of a minor held by a public governmental body
- Subsection (28) is added to allow closure of records with Individually identifiable customer information for visitors who make a camping, lodging, or shelter reservation

- Subsection (29) is added to allow closure of records to protect the specific location of a plant or animal species considered endangered, threatened, critically imperiled, imperiled, or vulnerable.

Section 122.100

- Amended to add language that a request can be considered withdrawn if the requester fails to remit all fees within 90 days or within 150 days if the requested fees are greater than $1,000

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

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

Section 1. That Section 122.020 of the Code of Ordinances, City of Blue Springs, Missouri, is hereby amended to read as follows:

27. Any portion of a record that contains individually identifiable information of a minor under eighteen years of age held by a public governmental body, if such public governmental body is a city, town, village, or park board except when such records are requested by the division of labor standards within the department of labor and industrial relations for the purpose of enforcing chapter 294;
28. Individually identifiable customer information for visitors who make a camping, lodging, or shelter reservation for a county park, municipal park, or Missouri state park or state historic site unless the records are requested by the visitor or authorized for release by the visitor, and

except that this exemption shall not apply to the municipality of residence and the zip code of residence of the visitor; and

29. Records to protect the specific location of a plant or animal species considered endangered, threatened, critically imperiled, imperiled, or vulnerable when the known location may cause the species to be at an increased risk of peril.

Section 2. That Section 122.100 of the Code of Ordinances, City of Blue Springs, Missouri, is hereby amended to read as follows:

B. Payment of ~~such copying~~ fees may be requested prior to ~~the making of copies~~ fulfilling the request.

C. A request for public records to a public governmental body shall be considered withdrawn if the requester fails to remit all fees within ninety days, or within one hundred fifty days if the requested fees are greater than one thousand dollars, of a request for payment of the fees by the public governmental body, prior to fulfilling the request. The public governmental body shall include notice to the requester that if the requester fails to remit payment of the fees within ninety days, or within one hundred fifty days if the requested fees are greater than one thousand dollars, then the request for public records shall be considered withdrawn. If the public governmental body responds to a request for public records in order to seek a clarification of the request and no response to the request for clarification is received by the public governmental body within ninety days, or within one hundred fifty days if the requested fees are greater than one thousand dollars, of sending the request for clarification, then such request for public

records shall be considered withdrawn. The request for clarification by the public governmental body shall include notice to the requester that if the requester fails to respond within ninety days, or within one hundred fifty days if the requested fees are greater than one thousand dollars, then the request shall be considered withdrawn. If the same or a substantially similar request for public records is made within six months after the expiration of the ninety-day period, or within one hundred fifty days if the requested fees are greater than one thousand dollars, and no fee was remitted for such request or no response was received to the request for clarification, then the public governmental body may request payment of the same fees made for the original request that has expired in addition to any allowable fees necessary to fulfill the subsequent request. Any request for records to a public governmental body that is pending on August 28, 2025, shall be considered withdrawn if the requester fails to remit all fees by January 1, 2026. The provisions of this subdivision shall not apply if a lawsuit has been filed against the public governmental body with regard to the records that are the subject of the request under this subdivision.

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 19th day of October 2026.

CITY OF BLUE SPRINGS

_____

Chris Lievsay, Mayor

ATTEST:

_____

Erin Ford, City Clerk

1st Reading: _____

2nd Reading: _____

Council Meeting Date: October 19, 2026

Agenda Item #: 10

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: October 8, 2026

ITEM TYPE: Ordinance

SUBMITTED BY: Christine Cates

CONTRACT NUMBER:

DEPARTMENT: Administration

STRATEGIC PLAN PRIORITY: Infrastructure

ITEM DESCRIPTION

Passage of a Bill authorizing the City to enter into agreements for Wyatt Road improvements including accepting right-of-way and temporary construction easements.

BACKGROUND

The City of Blue Springs has identified Wyatt Road from 7 Highway to Adams Dairy Parkway as needing total reconstruction to improve the safety of drivers and handle the traffic volume currently experienced as well as anticipated traffic with development occurring in the area. Part of the design is a roundabout at the intersection of Wyatt Road and Adams Dairy Parkway.

As a result of the design, relocation of existing waterlines is required to accommodate the road construction. The existing waterlines to be relocated include Blue Springs Water Department, Tri-County Water Authority and Public Water District 13. To

accommodate the relocation, additional easements are required to allow the lines to be moved. Easements have been negotiated with Powell Gardens for the northwest corner, PKT Farms for the northeast corner and southeast corner. Tri-County Water Authority has paid the property owners, and the City will reimburse Tri-County as part of the project costs.

Prior to recording the Easements with Jackson County Recorder of Deeds, Council approval is required to authorize payment to the property owners as well as approve acceptance of the Easements.

FINANCIAL IMPACT

Property Owners	Address	Line Item	Amount to be Paid
Powell Gardens, Inc.	27800 SE Wyatt Rd.	Right-of-Way / Temporary Construction Easement	$4,750.00
PKT Farms, LLC	28000 SE Wyatt Rd.	Right-of-Way / Temporary Construction Easement	$1,530.00
PKT Farms, LLC	27801 SE Wyatt Rd.	Right-of-Way / Temporary Construction Easement	$4,425.00

INFORMATION	DETAIL
Contractor:	Tri-County Water Authority (for reimbursement of payments to various property owners)
Amount of Request/ Contract:	$10,705.00
Amount Budgeted:	$ 4,449,156
Budget Year:	FY 2026-27
Funding Source/Account #:	310-72000-543100 ST-18

	Reserve PO#26-1311
Account Balance:	$1,449,707 Date: 10/15/2026

PROJECT TIMELINE

INFORMATION	DETAIL
Estimated Start Date	October 24, 2026
Estimated End Date	N/A
Years and Months Contract in effect	Permanent
Number of times renewable	0

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill with agreements attached as Exhibits A, B, and C.

REVIEWED BY

Requesting Director: Dennis Dovel

Legal: James Newell

Administration: George Schmitz

City Administrator: Christine Cates

Budget: Lori Turner

Introduced by Councilmember _____ BILL 5441

ORDINANCE_____

AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO AGREEMENTS FOR WYATT ROAD IMPROVEMENTS INCLUDING ACCEPTING TEMPORARY CONSTRUCTION EASEMENTS

WHEREAS, the City of Blue Springs has identified Wyatt Road from 7 Highway to Adams Dairy Parkway for total reconstruction to improve safety and traffic control; and

WHEREAS, part of the redesign requires a roundabout at the intersection of Wyatt Road and Adams Dairy Parkway which necessitates the relocation of existing waterlines to accommodate construction; and

WHEREAS, Blue Springs Water Department, Tri-County Water Authority, and Public Water District 13 waterlines will be relocated; and

WHEREAS, additional easements have been negotiated with Powell Gardens and PKT Farms to allow the waterlines to be moved; and

WHEREAS, prior to recording easements with the Jackson County Recorder of Deeds, Council approval is required to authorize payment to property owners and accept the easements; and

WHEREAS, Tri-County Water Authority has remitted payment to the property owners and now the City of Blue Springs will reimburse Tri-County for payments to property owners as disclosed herein.

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

Section 1. The City Administrator is hereby authorized to make a reimbursement

payment to Tri-County Water Authority and acquire real property (attached hereto as Exhibits A-C) from property owners abutting the Wyatt Road improvement project: Powell Gardens, Inc - $4,750.00; PKT Farms, LLC - $1,530.00; PKT Farms, LLC - $4,425.00.

Section 2. The City Administrator is hereby authorized to take any and all actions necessary to acquire the real property and accept the Easements.

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 19th day of October 2026.

CITY OF BLUE SPRINGS

_____

Chris Lievsay, Mayor

ATTEST:

_____

Erin Ford, City Clerk

1st Reading: _____

2nd Reading: _____

ROUTE: E Wyatt Road
COUNTY: Jackson
PROJECT: E Wyatt Road Phase 2 Roundabout
PROJECT PARCEL: 45

AGREEMENT

THIS AGREEMENT is made this 30 day of SEPTEMBER, 2026 by and between Powell Gardens, Inc. a corporation organized and existing under the laws of the State of Missouri (hereinafter "Seller"), and the City of Blue Springs, Missouri, a municipal corporation (hereinafter "Buyer").

WITNESSETH:

WHEREAS, Seller is the fee simple owner of a tract of land and the improvements thereon having a common address of 27800 SE Wyatt Road, Blue Springs, Jackson County, Missouri and has Jackson County Parcel Identification No. 41-800-03-02-02-0-00-000 (hereinafter "the Property" or "Seller's Property"); and

WHEREAS, Buyer is undertaking a road improvement project known as the E Wyatt Road Phase 2 Roundabout (hereinafter "the Project") in the vicinity of Seller's Property and has determined it is necessary to acquire certain real property interests over the portions of Seller's Property described at Exhibit A, which is attached hereto and incorporated herein by reference, for the Project; and

WHEREAS, pursuant to applicable Missouri statutes, Buyer has the power of eminent domain to acquire real property and real property interests for its lawful public purposes; and

WHEREAS, in lieu of Buyer's exercise of its power of eminent domain, Seller is willing to sell and Buyer is willing to purchase the real property interests described at Exhibit A, and by this written Agreement the parties desire and intend to set forth the terms and conditions of their agreement in writing.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Seller agrees to sell and Buyer agrees to purchase the real property interests described in Exhibit A, which is attached hereto and incorporated herein by reference.

2. Purchase Price. The purchase price for such real property and real property interests is $4,750.00.

3. Improvements and Landscaping. Except as otherwise set forth herein, in the event any improvements, fixtures, fencing, trees or other landscaping are located within the areas described in Exhibit A, Buyer agrees and acknowledges any such items will be removed and demolished for the

Project, and therefore Buyer accepts such items "as-is" and without any warranties of any kind from Seller. Seller agrees and acknowledges the Purchase Price set forth in Paragraph 2 herein includes compensation for the loss of such items, and therefore Buyer shall have no further obligation to repair, reconstruct or replace such items; *provided, however*, Buyer shall cause its contractor to maintain reasonable, uninterrupted vehicular access to Seller's property throughout construction, and at the conclusion of construction all improved surfaces shall be repaired, restored or replaced with materials of like kind and quality and all other areas disturbed by Buyer's activities be shall be cleared of any trash or construction debris; graded to match the slope and elevation of the abutting property; final graded and re-seeded with native grass or other perennial ground cover and watered until established, but with no obligation for future watering or maintenance thereafter.

4. Title, Closing and Possession. Contemporaneously to the delivery of this Agreement, Seller agrees to execute and deliver to Buyer the instruments necessary to convey the real property interests described in Exhibit A to Buyer, and Buyer shall then be entitled to absolute and unqualified possession of such real property or easements. Buyer shall hold such instruments until delivery of funds to Seller to satisfy the consideration set forth in paragraph 2. Such funds shall be delivered to Seller not later than forty-five (45) days after delivery of this Agreement to Buyer. Upon delivery of such funds to Seller, Buyer shall then record such instruments with the Jackson County Recorder of Deeds. Buyer agrees to pay the costs of recording all instruments tendered to it.

5. Real Estate Commissions. The Parties represent that neither has engaged the services of a real estate agent or broker in relation to this transaction, and that to the best of their respective knowledge no person or entity has a claim for any commission in connection with this transaction. In the event that any person or entity claims a commission from Seller for services provided to Seller in relation to this transaction, such commissions are the sole responsibility of Seller. Seller agrees to indemnify and hold Buyer harmless from and against any and all liability, costs and expenses, including reasonable attorneys' fees, arising out of or pertaining in any manner to any claim for any such commission claimed from Seller. In the event that any person or entity claims a commission from Buyer for services provided to Buyer in relation to this transaction, such commissions are the sole responsibility of Buyer. Buyer agrees to indemnify and hold Seller harmless from and against any and all liability, costs and expenses, including reasonable attorneys' fees, arising out of or pertaining in any manner to any claim for any such commission claimed from Buyer.

6. Notices. The delivery of any documentation or notices as provided hereunder shall be made with respect to Seller to Donna Young, 1609 NW US Highway 50, Kingsville, MO, 64061 or by email to dyoung@powellgardens.org; and with respect to Buyer to Tim Orrick, Attorney at Law, Orrick & Erskine, LLP, 11900 College Boulevard, Ste. 203, Overland Park, Kansas 66210 or by email to timorrick@orricklawgroup.com, or at such other places as the Parties shall hereinafter designate in writing.

7. Each party agrees, acknowledges, warrants and represents to the other:

(a) The foregoing recitals are true, correct, constitute the intent of the parties, and are incorporated by reference into the terms of this Agreement; and
(b) the consideration herein expressed is contractual and not a mere matter of recital; and
(c) no promise or agreement not expressed in this Agreement has been made by the parties, and any amendments or modifications to this Agreement shall be in made in writing; and
(d) all prior oral or written statements relating to the subject matter of this Agreement are merged into this writing; and
(e) they have carefully read the foregoing Agreement and know the contents thereof and have signed the same as their own free act; and
(f) in executing this Agreement, they do not rely on any statement or representation made by the other or their respective agents, attorneys or employees, but they rely solely upon their own judgment; and
(g) the person executing this Agreement has been duly authorized by all requisite corporate or other entity action, if applicable, and no other proceedings on the part of the party on whose behalf they execute this Agreement are necessary to authorize this Agreement and the conveyances contemplated hereby; and
(h) this Agreement may be signed in multiple electronic counterparts, which when assembled together shall constitute the entire agreement of the parties; and
(i) each shall cooperate fully and execute any and all supplementary instruments and other documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and conditions of this Agreement; and
(j) this Agreement shall be binding upon the heirs, successors and assigns of both parties; and
(k) this Agreement shall be construed and interpreted in accordance with the laws of the state of Missouri.

(Remainder of page intentionally blank, signature pages follow.)

IN WITNESS WHEREOF, the said Seller executed the above the day and year set forth below.

SELLER: POWELL GARDENS, INC.

By: _____

Title: Chief Operating Officer

Date: 09-30-2026

ACKNOWLEDGMENT

STATE OF Missouri)
)SS.
COUNTY OF Johnson)

BE IT REMEMBERED that on this 30 day of September, 2026 before me, the undersigned, a notary public in and for the County and State aforesaid, came Donna Young, who being by me duly sworn, stated they are the duly-appointed COO of Powell Gardens, Inc. a corporation organized and existing under the laws of the State of Missouri, and that said instrument was signed on behalf of said corporation pursuant to authority given by its Board of Directors, and who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same for the purposes and consideration therein expressed.

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

Amanda R. Tempel (SEAL)
Notary Public

AMANDA R TEMPEL
Notary Public - Notary Seal
STATE OF MISSOURI
Commissioned for Johnson County
My Commission Expires 7/24/2027
Commission # 15217927

(Remainder of page intentionally blank, additional signature page follows.)

IN WITNESS WHEREOF, the said Buyer executed the above the day and year set forth below.

BUYER: CITY OF BLUE SPRINGS, MISSOURI

By: _____ Date: _____

Title: _____

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

BE IT REMEMBERED that on this _____ day of _____, 2026 before me, the undersigned, a notary public in and for the county and state aforesaid came _____, who, having been first duly sworn, stated they are the duly-appointed _____ for the City of Blue Springs, Missouri and who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same for the purposes and consideration therein expressed.

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

_____ My appointment expires:
Notary Public

[remainder of page intentionally blank, Exhibit A follows.]

Exhibit 'A'

NEW-RIGHT-OF-WAY

Part of a tract of land as described in Document No. 2018E0049798 of the Jackson County Records, located in Section 17, Township 48 North, Range 30 West of the 5th P.M. and being more particularly described as follows:

Commencing at a found 1/2" iron rod at the southwest corner of Section 18, Township 48 North, Range 30 West of the 5th P.M.; thence S88°03'22"E 6,442.54 feet to the centerline of E Wyatt Road; thence leaving said centerline N02°13'04"E 21.35 feet to a point in the existing north right-of-way of E Wyatt Road, said point being the point of beginning of the tract of land herein described; thence leaving said existing north right-of-way along the new north right-of-way of E Wyatt Road N74°09'19"E 143.31 feet to the existing west right-of-way of SE Adams Dairy Parkway; thence leaving said new north right-of-way along said existing west right-of-way S02°17'23"W 44.74 feet to the existing north right-of-way of E Wyatt Road; thence leaving said existing west right-of-way along said existing north right-of-way N87°39'19"W 136.19 feet to the point of beginning containing 3,046 square feet (0.07 Acres), the location of which is shown graphically on the attached Exhibit "B".

EXHIBIT A

Part of a tract of land as described in Document No. 2018E0049798 of the Jackson County Records, located in Section 17, Township 48 North, Range 30 West of the 5th P.M. and being more particularly described as follows:

Commencing at a found 1/2" iron rod at the southwest corner of Section 18, Township 48 North, Range 30 West of the 5th P.M.; thence S88°03'22"E 6,442.54 feet to the centerline of E Wyatt Road; thence leaving said centerline N02°13'04"E 21.35 feet to a point in the existing north right-of-way of E Wyatt Road, said point being the point of beginning of the tract of land herein described; thence along said existing north right-of-way N87°39'19"W 32.73 feet; thence leaving said existing north right-of-way N03°02'51"E 40.00 feet; thence S87°39'19"E 20.00 feet; thence S03°02'51"W 30.31 feet; thence S87°53'39"E 42.65 feet to the new north right-of-way of E Wyatt Road; thence along said new north right-of-way S74°09'19"W 31.63 feet to the point of beginning containing 1,070 square feet, the location of which is shown graphically on the attached Exhibit "B".

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:

Part of a tract of land as described in Document No. 2018E0049798 of the Jackson County Records, located in Section 17, Township 48 North, Range 30 West of the 5th P.M. and being more particularly described as follows:

Commencing at a found 1/2" iron rod at the southwest corner of Section 18, Township 48 North, Range 30 West of the 5th P.M.; thence S88°03'18"E 6,472.61 feet to the centerline of E Wyatt Road; thence leaving said centerline N02°13'04"E 31.15 feet to a point in the new north right-of-way of E Wyatt Road, said point being the point of beginning of the tract of land herein described; thence leaving said new north right-of-way N87°53'39"W 42.65 feet; thence N03°02'51"E 42.40 feet; thence N88°25'22"E 53.83 feet; thence N74°09'19"E 99.47 feet to the existing west right-of-way of SE Adams Dairy Parkway; thence along said existing west right-of-way S02°17'23"W 42.09 feet to the new north right-of-way of E Wyatt Road; thence leaving said existing west right-of-way along said new north right-of-way S74°09'19"W 111.68 feet to the point of beginning containing 6,339 square feet, the location of which is shown graphically on the attached Exhibit "B".

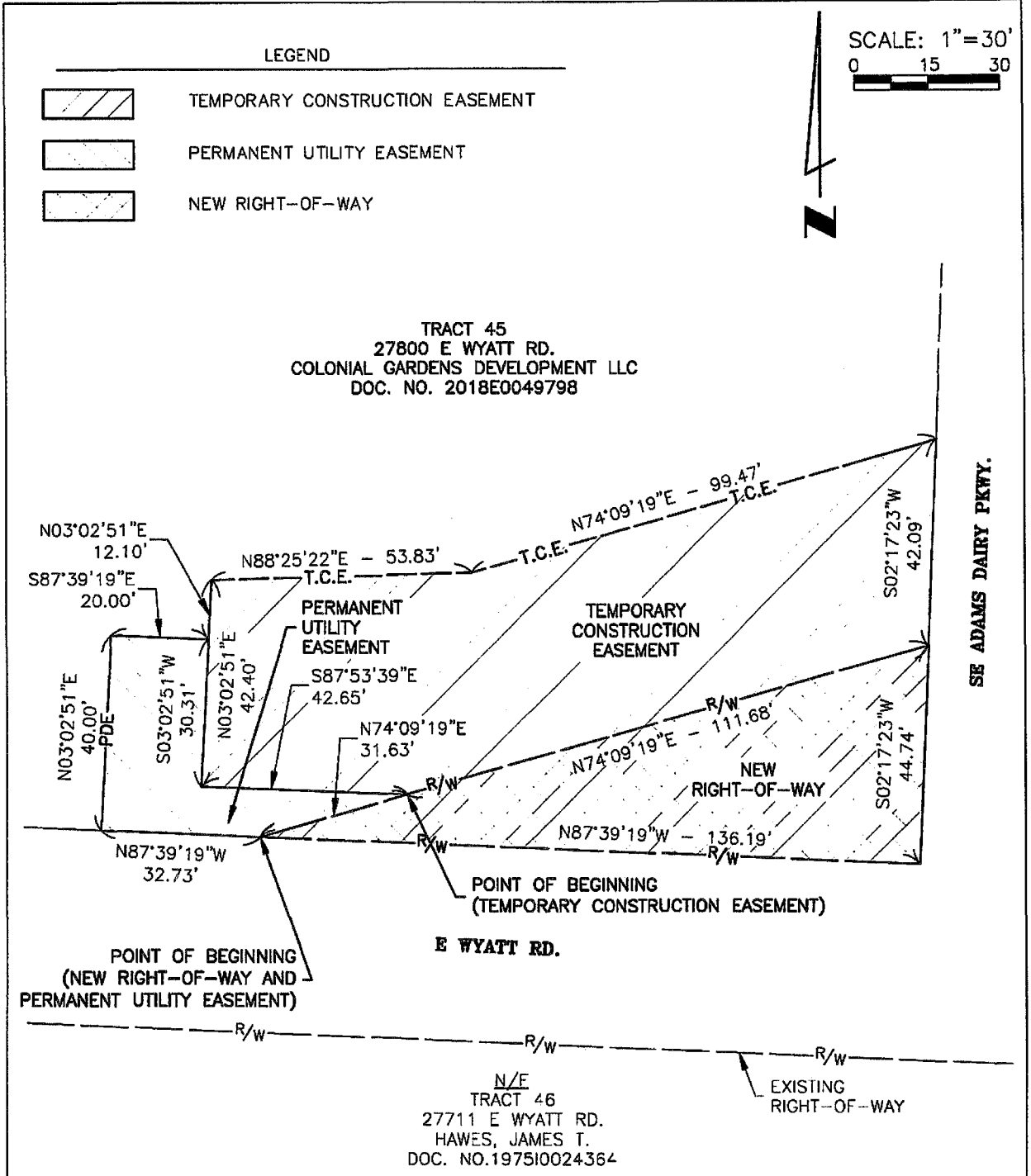


EXHIBIT "B"

INITIALS:

A TRACT OF LAND BEING PART OF DOC. NO. 2018E0049798
SECTION 17, TOWNSHIP 48 NORTH, RANGE 30 WEST
JACKSON COUNTY, MISSOURI

12/9/25

Powell Gardens Inc
27800 E Wyatt Rd
Jackson County, MO 64014

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT

All that part of the Southwest Quarter of the Southwest Quarter of Section 17, Township 48 North, Range 30 West, Jackson County, Missouri, more particularly described as follows:

(Note: The bearings in the following description are based on Grid North, Missouri State Plane Coordinate System, NAD83)

Commencing at the southwest corner of the Southwest Quarter of said Section 17; thence, S87°39'26"E along the south line thereof, 917.84 feet; thence departing said south line, N01°45'52"E, 20.00 feet to the north right of way line of Wyatt Road and the Point of Beginning; thence continue N01°45'52"E, 65.00 feet; thence S87°39'26"E, 222.71 feet; thence N74°09'19"E, 27.57 feet; thence N02°20'36"E, 36.12 feet; thence S87°39'26"E, 72.22 feet to the west right of way line of Adams Dairy Parkway; thence S02°17'18"W, along said right of way line, 20.00 feet; thence departing said right of way line, N87°39'26"W, 52.24 feet; thence S02°20'36"W, 30.60 feet; thence S74°09'19"W, 45.26 feet; thence N87°39'26"W, 205.71 feet; thence S01°45'52"W, 45.00 feet to the north right of way line of Wyatt Road, thence N87°39'26"W, along said right of way line, 20.00 feet to the Point of Beginning.

Containing in all 8,024 square feet, more or less.

Subject to all easements and restrictions, reservations and conditions of record.

I hereby certify this description was prepared by me or under my direct supervision.

Johnny Yakle, MO LS No.2001001917
HDR Engineering
10450 Holmes Road
Kansas City, Mo. 64131
(816)360-2700



ROUTE: E Wyatt Road
COUNTY: Jackson
PROJECT: E Wyatt Road Phase 2 Roundabout
PROJECT PARCEL: 47

AGREEMENT

THIS AGREEMENT is made this 5 day of October, 2026 by and between PKT Farms, LLC, a limited liability company organized and existing under the laws of the State of Missouri (hereinafter "Seller"), and the City of Blue Springs, Missouri, a municipal corporation (hereinafter "Buyer").

WITNESSETH:

WHEREAS, Seller is the fee simple owner of a tract of land and the improvements thereon having a common address of 28000 SE Wyatt Road, Blue Springs, Jackson County, Missouri and has Jackson County Parcel Identification No. 41-800-04-27-00-0-00-000 (hereinafter "the Property" or "Seller's Property"); and

WHEREAS, Buyer is undertaking a road improvement project known as the E Wyatt Road Phase 2 Roundabout (hereinafter "the Project") in the vicinity of Seller's Property and has determined it is necessary to acquire certain real property interests over the portions of Seller's Property described at Exhibit A, which is attached hereto and incorporated herein by reference, for the Project; and

WHEREAS, pursuant to applicable Missouri statutes, Buyer has the power of eminent domain to acquire real property and real property interests for its lawful public purposes; and

WHEREAS, in lieu of Buyer's exercise of its power of eminent domain, Seller is willing to sell and Buyer is willing to purchase the real property interests described at Exhibit A, and by this written Agreement the parties desire and intend to set forth the terms and conditions of their agreement in writing.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Seller agrees to sell and Buyer agrees to purchase the real property interests described in Exhibit A, which is attached hereto and incorporated herein by reference.

2. Purchase Price. The purchase price for such real property and real property interests is $1,530.00.

3. Improvements and Landscaping. Except as otherwise set forth herein, in the event any improvements, fixtures, fencing, trees or other landscaping are located within the areas described in Exhibit A, Buyer agrees and acknowledges any such items will be removed and demolished for the

Project, and therefore Buyer accepts such items "as-is" and without any warranties of any kind from Seller. Seller agrees and acknowledges the Purchase Price set forth in Paragraph 2 herein includes compensation for the loss of such items, and therefore Buyer shall have no further obligation to repair, reconstruct or replace such items; *provided, however*, Buyer shall cause its contractor to maintain reasonable, uninterrupted vehicular access to Seller's property throughout construction, and at the conclusion of construction all improved surfaces shall be repaired, restored or replaced with materials of like kind and quality and all other areas disturbed by Buyer's activities be shall be cleared of any trash or construction debris; graded to match the slope and elevation of the abutting property; final graded and re-seeded with native grass or other perennial ground cover and watered until established, but with no obligation for future watering or maintenance thereafter.

4. Title, Closing and Possession. Contemporaneously to the delivery of this Agreement, Seller agrees to execute and deliver to Buyer the instruments necessary to convey the real property interests described in Exhibit A to Buyer, and Buyer shall then be entitled to absolute and unqualified possession of such real property or easements. Buyer shall hold such instruments until delivery of funds to Seller to satisfy the consideration set forth in paragraph 2. Such funds shall be delivered to Seller not later than forty-five (45) days after delivery of this Agreement to Buyer. Upon delivery of such funds to Seller, Buyer shall then record such instruments with the Jackson County Recorder of Deeds. Buyer agrees to pay the costs of recording all instruments tendered to it.

5. Real Estate Commissions. The Parties represent that neither has engaged the services of a real estate agent or broker in relation to this transaction, and that to the best of their respective knowledge no person or entity has a claim for any commission in connection with this transaction. In the event that any person or entity claims a commission from Seller for services provided to Seller in relation to this transaction, such commissions are the sole responsibility of Seller. Seller agrees to indemnify and hold Buyer harmless from and against any and all liability, costs and expenses, including reasonable attorneys' fees, arising out of or pertaining in any manner to any claim for any such commission claimed from Seller. In the event that any person or entity claims a commission from Buyer for services provided to Buyer in relation to this transaction, such commissions are the sole responsibility of Buyer. Buyer agrees to indemnify and hold Seller harmless from and against any and all liability, costs and expenses, including reasonable attorneys' fees, arising out of or pertaining in any manner to any claim for any such commission claimed from Buyer.

6. Notices. The delivery of any documentation or notices as provided hereunder shall be made with respect to Seller to Patricia J. Chapman at 28000 SE Wyatt Road, Blue Springs, Missouri, 64014 or by email to patricia-chapman@att.net, and with respect to Buyer to Tim Orrick, Attorney at Law, Orrick & Erskine, LLP, 11900 College Boulevard, Ste. 203, Overland Park, Kansas 66210 or by email to timorrick@orricklawgroup.com, or at such other places as the Parties shall hereinafter designate in writing.

7. Each party agrees, acknowledges, warrants and represents to the other:

(a) The foregoing recitals are true, correct, constitute the intent of the parties, and are incorporated by reference into the terms of this Agreement; and
(b) the consideration herein expressed is contractual and not a mere matter of recital; and
(c) no promise or agreement not expressed in this Agreement has been made by the parties, and any amendments or modifications to this Agreement shall be in made in writing; and
(d) all prior oral or written statements relating to the subject matter of this Agreement are merged into this writing; and
(e) they have carefully read the foregoing Agreement and know the contents thereof and have signed the same as their own free act; and
(f) in executing this Agreement, they do not rely on any statement or representation made by the other or their respective agents, attorneys or employees, but they rely solely upon their own judgment; and
(g) the person executing this Agreement has been duly authorized by all requisite corporate or other entity action, if applicable, and no other proceedings on the part of the party on whose behalf they execute this Agreement are necessary to authorize this Agreement and the conveyances contemplated hereby; and
(h) this Agreement may be signed in multiple electronic counterparts, which when assembled together shall constitute the entire agreement of the parties; and
(i) each shall cooperate fully and execute any and all supplementary instruments and other documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and conditions of this Agreement; and
(j) this Agreement shall be binding upon the heirs, successors and assigns of both parties; and
(k) this Agreement shall be construed and interpreted in accordance with the laws of the state of Missouri.

(Remainder of page intentionally blank, signature pages follow.)

IN WITNESS WHEREOF, the said Seller executed the above the day and year set forth below.

SELLER: PKT Farms, LLC

By: Patricia J Chapman
Title: Managing Member
Date: Oct 5, 2026

ACKNOWLEDGMENT

STATE OF Missouri)
)SS.
COUNTY OF Jackson)

BE IT REMEMBERED that on this 5th day of October, 2026 before me, the undersigned, a notary public in and for the County and State aforesaid, came Patricia S. Chapman, who being by me duly sworn, stated they are the duly-appointed Managing Member of PKT Farms, LLC, a limited liability company organized and existing under the laws of the State of Missouri, and that said instrument was signed on behalf of said limited liability company pursuant to authority given by its Members, and who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same for the purposes and consideration therein expressed.

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

Lisa M Collins
Notary Public

(SEAL)

LISA M. COLLINS
Notary Public - Notary Seal
State of Missouri
Commissioned for Jackson County
My Commission Expires: October 17, 2026
Commission Number: 14530255

(Remainder of page intentionally blank, additional signature page follows.)

IN WITNESS WHEREOF, the said Buyer executed the above the day and year set forth below.

BUYER: CITY OF BLUE SPRINGS, MISSOURI

By: _____ Date: _____

Title: _____

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

BE IT REMEMBERED that on this _____ day of _____, 2026 before me, the undersigned, a notary public in and for the county and state aforesaid came _____, who, having been first duly sworn, stated they are the duly-appointed _____ for the City of Blue Springs, Missouri and who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same for the purposes and consideration therein expressed.

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

_____ My appointment expires:
Notary Public

[remainder of page intentionally blank, Exhibit A follows.]

Exhibit 'A'

NEW-RIGHT-OF-WAY

Part of a tract of land as described in Document No. 2004I119334 of the Jackson County Records, located in Section 17, Township 48 North, Range 30 West of the 5th P.M. and being more particularly described as follows:

Commencing at a found 1/2" iron rod at the southwest corner of Section 18, Township 48 North, Range 30 West of the 5th P.M.; thence S88°02'37"E 6,751.63 feet to the centerline of E Wyatt Road; thence leaving said centerline N02°13'04"E 20.66 feet to a point in the existing north right-of-way of E Wyatt Road, said point being the point of beginning of the tract of land herein described; thence along said existing north right-of-way N87°39'26"W 62.69 feet to the existing east right-of-way of SE Adams Dairy Parkway; thence leaving said existing north right-of-way along said existing east right-of-way N02°17'15"E 39.74 feet to the new north right-of-way of E Wyatt Road; thence leaving said existing east right-of-way along said new north right-of-way S55°17'58"E 74.26 feet to the point of beginning containing 1,246 square feet (0.03 acres), the location of which is shown graphically on the attached Exhibit "B".

EXHIBIT A

Part of a tract of land as described in Document No. 2004I119334 of the Jackson County Records, located in Section 17, Township 48 North, Range 30 West of the 5th P.M. and being more particularly described as follows:

Commencing at a found 1/2" iron rod at the southwest corner of Section 18, Township 48 North, Range 30 West of the 5th P.M.; thence S88°02'37"E 6,751.63 feet to the centerline of E Wyatt Road; thence leaving said centerline N02°13'04"E 20.66 feet to a point in the existing north right-of-way of E Wyatt Road, said point being the point of beginning of the tract of land herein described; thence leaving said existing north right-of-way along the new north right-of-way of E Wyatt Road N55°17'58"W 28.03 feet; thence leaving said new north right-of-way S87°39'26"E 43.67 feet; thence S02°20'34"W 15.00 feet to the existing north right-of-way of E Wyatt Road; thence along said existing north right-of-way N87°39'26"W 20.00 feet to the point of beginning containing 478 square feet, the location of which is shown graphically on the attached Exhibit "B".

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:

Part of a tract of land as described in Document No. 2004I119334 of the Jackson County Records, located in Section 17, Township 48 North, Range 30 West of the 5th P.M. and being more particularly described as follows:

Commencing at a found 1/2" iron rod at the southwest corner of Section 18, Township 48 North, Range 30 West of the 5th P.M.; thence S88°02'41"E 6,727.98 feet to the centerline of E Wyatt Road; thence leaving said centerline N02°13'04"E 35.71 feet to a point in the new north right-of-way of E Wyatt Road, said point being the point of beginning of the tract of land herein described; thence along said new north right-of-way N55°17'58"W 46.23 feet to the existing east right-of-way of SE Adams Dairy Parkway; thence leaving said new north right-of-way along said existing east right-of-way N02°17'15"E 47.38 feet; thence leaving said existing east right-of-way S55°17'58"E 144.10 feet; thence S87°39'26"E 72.41 feet; thence S02°13'04"W 10.00 feet to the existing north right-of-way of E Wyatt Road; thence along said existing north right-of-way N87°39'26"W 111.39 feet; thence leaving said existing north right-of-way N02°20'34"W 15.00 feet; thence S87°39'26"W 43.67 feet to the point of beginning containing 4,909 square feet, the location of which is shown graphically on the attached Exhibit "B".

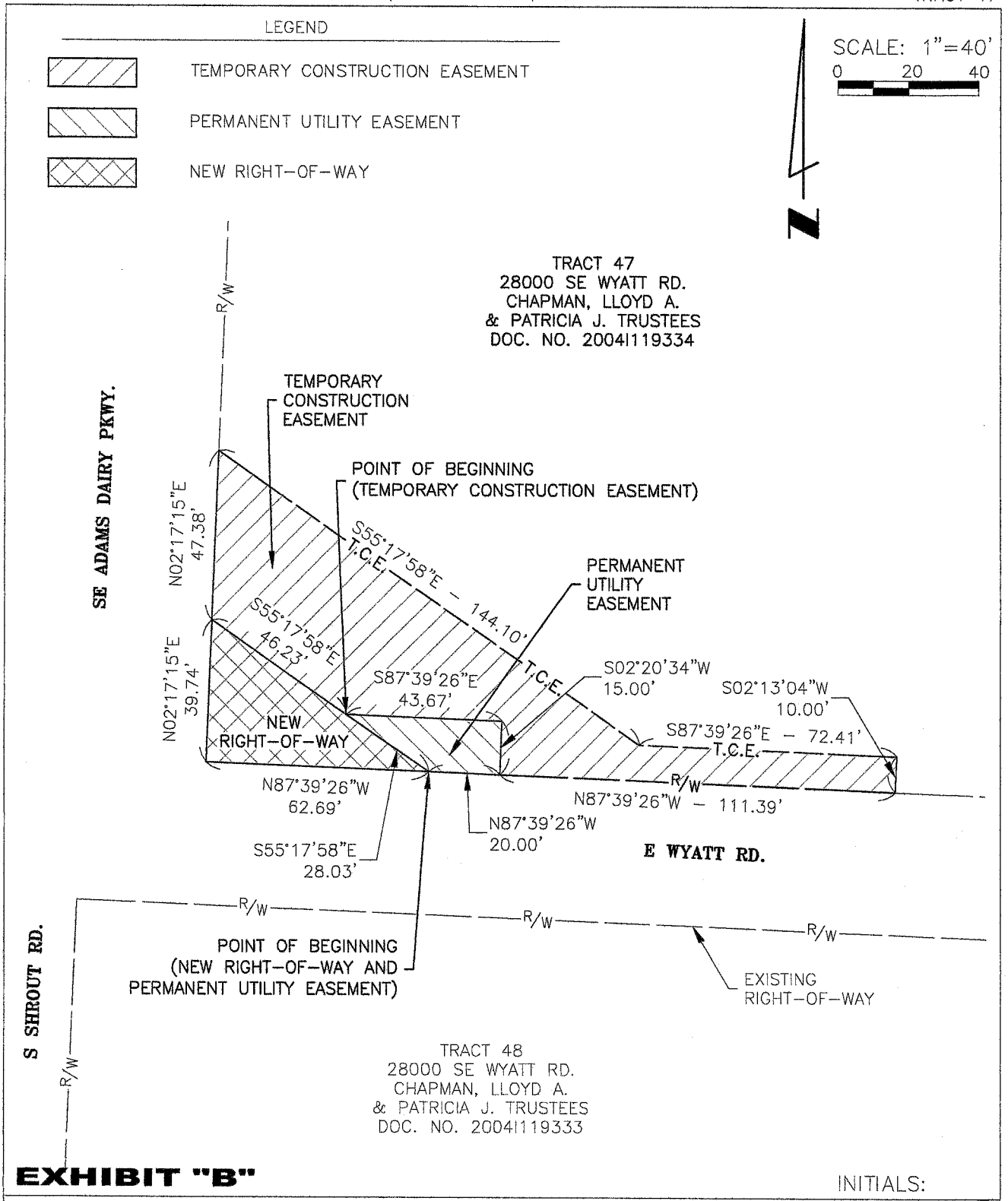


EXHIBIT "B"

INITIALS:

A TRACT OF LAND BEING PART OF DOC. NO. 20041119334 SECTION 17, TOWNSHIP 48 NORTH, RANGE 30 WEST JACKSON COUNTY, MISSOURI

12/9/25

ROUTE: **E Wyatt Road**
COUNTY: **Jackson**
PROJECT: **E Wyatt Road Phase 2 Roundabout**
PROJECT PARCEL: **47**

GENERAL WARRANTY DEED

(1) **PARTIES**: THIS AGREEMENT, made this 5 day of October, 2026 by PKT Farms, LLC, a limited liability company organized and existing under the laws of the State of Missouri ("Grantor"), and the City of Blue Springs, State of Missouri ("Grantee").

GRANTOR'S ADDRESS: 28000 E Wyatt Rd, Blue Springs, MO 64014
GRANTEE'S ADDRESS: 903 W. Main Street, Blue Springs, MO 64015

(2) **CONSIDERATION**: Grantor, in consideration of the sum of ONE AND NO/100TH DOLLARS ($ 1.00) to be paid by the City of Blue Springs, the receipt of which is hereby acknowledged, does hereby grant, bargain and sell, convey and confirm fee simple title in the property described in this deed.

(3) **PROPERTY DESCRIPTION**: Grantor conveys to the City of Blue Springs the following described real estate and interests in real estate in the City of Blue Springs, State of Missouri:

A tract of land described in Exhibit "A" and depicted on the Plat contained in Exhibit "B" both attached hereto and incorporated herein for all purposes.

Subject to any and all easements, restrictions, conditions, etc. of record.

(4) **RIGHTS OF GRANTEE**: Grantee shall obtain all rights, privileges, appurtenances and immunities belonging to the Grantor, its successors and assigns forever.

(5) **WARRANTY**: Grantor hereby covenants that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed. Grantor covenants that it has good right to convey the property. Grantor covenants that the said premises are free and clear of any encumbrances done or suffered by it or those under whom they claim; and that it will warrant and defend the title to said premises unto the City of Blue Springs and unto its successors and assigns, forever, against the lawful claims and demands of all persons whomsoever.

[Remainder of page intentionally blank, signature page follows.]

IN WITNESS WHEREOF, the said Grantor executed the above the day and year set forth below.

GRANTOR: PKT Farms, LLC

By: Patricia J. Chapman
Title: Managing Member
Date: Oct 5, 2026

ACKNOWLEDGMENT

STATE OF Missouri)
)SS.
COUNTY OF Jackson)

BE IT REMEMBERED that on this 5th day of October, 2026 before me, the undersigned, a notary public in and for the County and State aforesaid, came Patricia J. Chapman, who being by me duly sworn, stated they are the duly-appointed Managing Member of PKT Farms, LLC, a limited liability company organized and existing under the laws of the State of Missouri, and that said instrument was signed on behalf of said limited liability company pursuant to authority given by its Members, and who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same for the purposes and consideration therein expressed.

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

Lisa M Collins (SEAL)
Notary Public

LISA M. COLLINS
Notary Public - Notary Seal
State of Missouri
Commissioned for Jackson County
My Commission Expires: October 17, 2026
Commission Number: 14530255

Exhibit 'A'

NEW-RIGHT-OF-WAY

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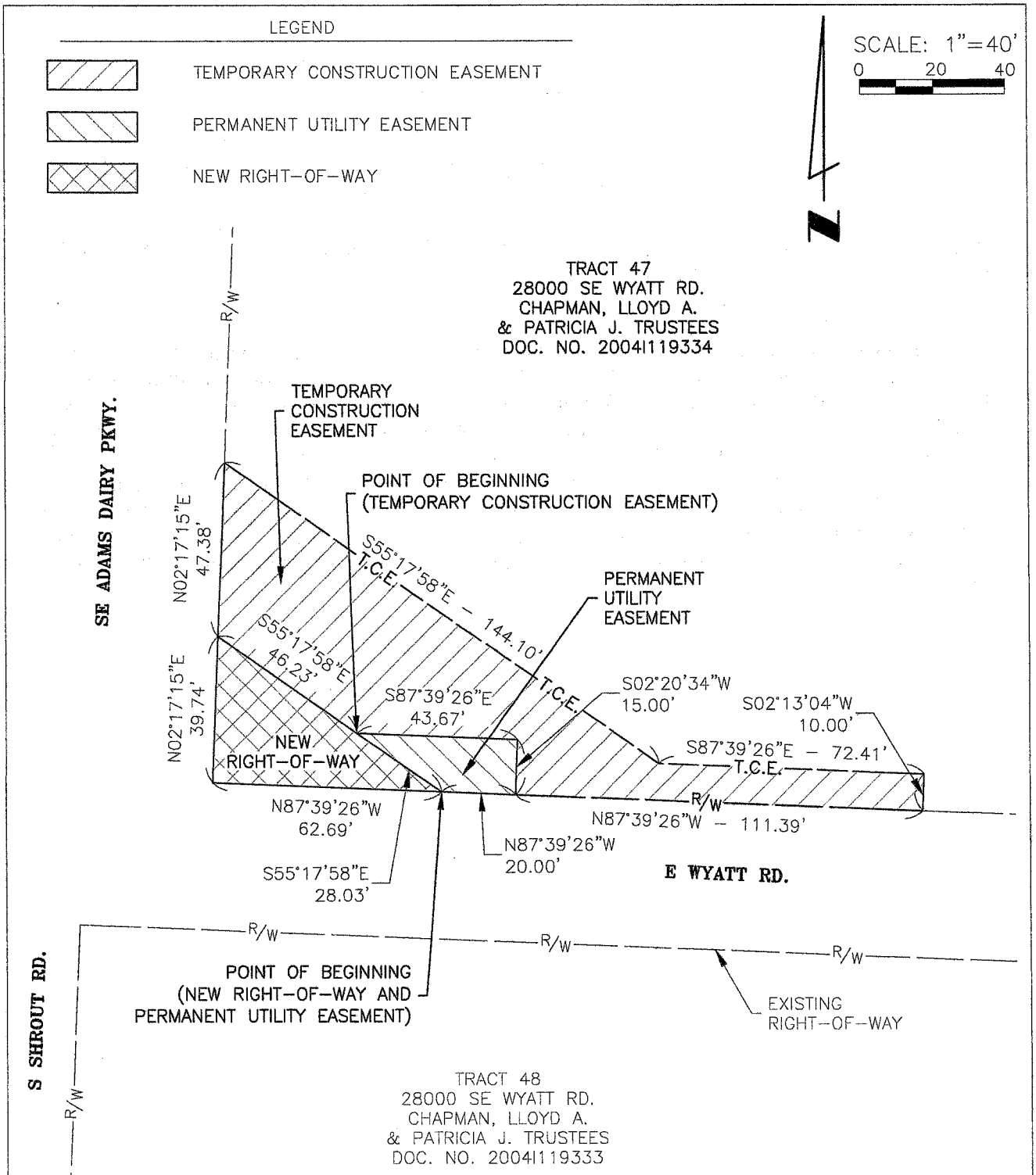


EXHIBIT "B"

INITIALS:

A TRACT OF LAND BEING PART OF DOC. NO. 20041119334 SECTION 17, TOWNSHIP 48 NORTH, RANGE 30 WEST JACKSON COUNTY, MISSOURI

12/9/25

ROUTE: **E Wyatt Road**
COUNTY: **Jackson**
PROJECT: **E Wyatt Road Phase 2 Roundabout**
PROJECT PARCEL: **47**

GRANT OF EASEMENT FOR PUBLIC UTILITIES

THIS INDENTURE is made on the 5 day of Oct, 2026 by PKT Farms, LLC, a limited liability company organized and existing under the laws of the State of Missouri, (hereinafter called "GRANTOR") to the City of Blue Springs, a charter city located in Jackson County, Missouri (hereinafter called "GRANTEE"), whose address is 903 W. Main Street, Blue Springs, MO 64015.

WHEREAS, GRANTOR owns land in Jackson County, Missouri, with the following description attached as part of this document and labeled as Exhibit A.

NOW THEREFORE, in consideration of One Dollar ($1.00) and other valuable consideration received, and the advantages to be gained from the existence of such public utility mains, structures, conduits, and appurtenances thereon, and for good and sufficient consideration, the receipt of which is hereby acknowledged, GRANTOR does hereby GRANT, BARGAIN, SELL, CONVEY, AND CONFIRM unto GRANTEE and unto is successors and assigns GRANTEE a **Permanent Easement and Right-of-Way** hereafter described with right of ingress and egress thereto over adjacent land of GRANTOR. The purpose of this **Permanent Easement and Right-of-Way** is to locate, construct, reconstruct, maintain, remove, operate, replace, and repair public utility lines, structures, or conduits and to remove and destroy all growth and vegetation which the GRANTEE and/or its Contractors in their discretion deem reasonably necessary for the construction or maintenance of the utility lines and all appurtenances essential thereto. The burden of this easement and the initial easement footprint is explicitly located by GRANTOR as the following described tract of land laying and being situated in said City of Blue Springs, Jackson County, Missouri, to-wit:

A tract of land described in Exhibit "A" and depicted on the Plat contained in Exhibit "B" both attached hereto and incorporated herein for all purposes.

Said **Permanent Easement and Right-of-Way** shall be kept free from buildings and any other structures or obstructions (except sidewalks, roadways, pavement or curbs) which will interfere with the GRANTEE in excavating upon said land for the purpose of laying, constructing, reconstructing, operating, repairing, replacing, and maintaining such public utility mains, structures, conduits, and appurtenances; and no excavation or fill shall be made, and no other operations of any kind or nature shall be performed or authorized by the GRANTOR to be performed which will reduce or increase the earth coverage in such a manner and to such extent so as to interfere with or jeopardize or threaten the

normal and proper operation and maintenance of such public utility lines, structures, conduits, and appurtenances .

The right of GRANTEE, its agents, servants, employees, or independent contractors to go upon said land at any time to excavate or perform other operations for the purposes of laying, constructing, reconstructing, operating, removing, replacing, repairing, or maintaining said public utility lines, structures, conduits, and all appurtenances incidental thereto. GRANTEE shall perform all work in a manner which causes the least interferences with GRANTOR'S property as is reasonably possible and restore any property which is disturbed by such exercise to a condition as good or better than before.

The GRANTEE, its successors and assigns, shall be kept free of all claims for damages to tree, shrubs, and all other things on said described area by reason of the rights herein conveyed by GRANTOR, and the GRANTOR does hereby covenant with the GRANTEE that GRANTOR is lawfully seized and possessed of the land above described, and has good and lawful right to convey the same, and that it is free from all encumbrances done or suffered by GRANTOR which would interfere with the rights granted hereunder.

Where access to the easement area from a public roadway is impractical or would visit damage upon the GRANTOR, the GRANTEE is permitted and licensed irrevocably so long as service is potentially available to the property, to obtain access to the easement area over adjacent lands of the GRANTOR by utilizing GRANTOR's gates and the access routes which appear customarily used or designated by GRANTOR for access and egress to the relevant easement area. Except when presence on the property is brief, GRANTEE employees will endeavor to notify persons residing on the property of their presence and purpose.

Upgrade of the initially completed structure is permitted by this instrument. The purpose of any later expansion or upgrade will be solely to provide public utilities. The footprint and burden of any expansion or upgrade will remain confined and limited to the easement area explicitly shown on Exhibit A and described herein.

Consideration includes the privileges and benefits mutually obtained. The improvement will allow public utilities to be available and will enhance property value. Others have provided and are providing easements without additional consideration and this instrument is provided in consideration of similar grants made by others for mutual benefit of all. The GRANTEE will make a considerable investment on the easement area. The consideration herein stated compensates GRANTOR for allowing GRANTEE to go upon said lands and lay the initial or repair existing structures, however GRANTEE is obliged to maintain and repair disturbance of the easement area and any ingress and egress routes so no damage will result from the use by GRANTEE including to any adjacent land of the GRANTOR or GRANTOR's heirs or assigns.

This instrument is intended in good faith and fair dealing to meet or exceed all statutory, common law, or public policy requirements. Any uncertainty will be resolved and give force and effect to the intention of the parties, to treat both parties fairly, and both parties waive any statutory, common law, or public policy option to seek vacation of this instrument.

[Remainder of page intentionally blank, signature page follows.]

IN WITNESS WHEREOF, the said Grantor executed the above the day and year set forth below.

GRANTOR: PKT Farms, LLC

By: Patricia J Chapman

Title: Managing Member

Date: Oct 5, 2026

ACKNOWLEDGMENT

STATE OF Missouri)
)SS.
COUNTY OF Jackson)

BE IT REMEMBERED that on this 5th day of October, 2026 before me, the undersigned, a notary public in and for the County and State aforesaid, came Patricia J. Chapman, who being by me duly sworn, stated they are the duly-appointed Managing Member of PKT Farms, LLC, a limited liability company organized and existing under the laws of the State of Missouri, and that said instrument was signed on behalf of said limited liability company pursuant to authority given by its Members, and who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same for the purposes and consideration therein expressed.

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

Lisa M Collins (SEAL)
Notary Public

LISA M. COLLINS
Notary Public - Notary Seal
State of Missouri
Commissioned for Jackson County
My Commission Expires: October 17, 2026
Commission Number: 14530255

EXHIBIT A

Part of a tract of land as described in Document No. 2004I119334 of the Jackson County Records, located in Section 17, Township 48 North, Range 30 West of the 5th P.M. and being more particularly described as follows:

Commencing at a found 1/2" iron rod at the southwest corner of Section 18, Township 48 North, Range 30 West of the 5th P.M.; thence S88°02'37"E 6,751.63 feet to the centerline of E Wyatt Road; thence leaving said centerline N02°13'04"E 20.66 feet to a point in the existing north right-of-way of E Wyatt Road, said point being the point of beginning of the tract of land herein described; thence leaving said existing north right-of-way along the new north right-of-way of E Wyatt Road N55°17'58"W 28.03 feet; thence leaving said new north right-of-way S87°39'26"E 43.67 feet; thence S02°20'34"W 15.00 feet to the existing north right-of-way of E Wyatt Road; thence along said existing north right-of-way N87°39'26"W 20.00 feet to the point of beginning containing 478 square feet, the location of which is shown graphically on the attached Exhibit "B".

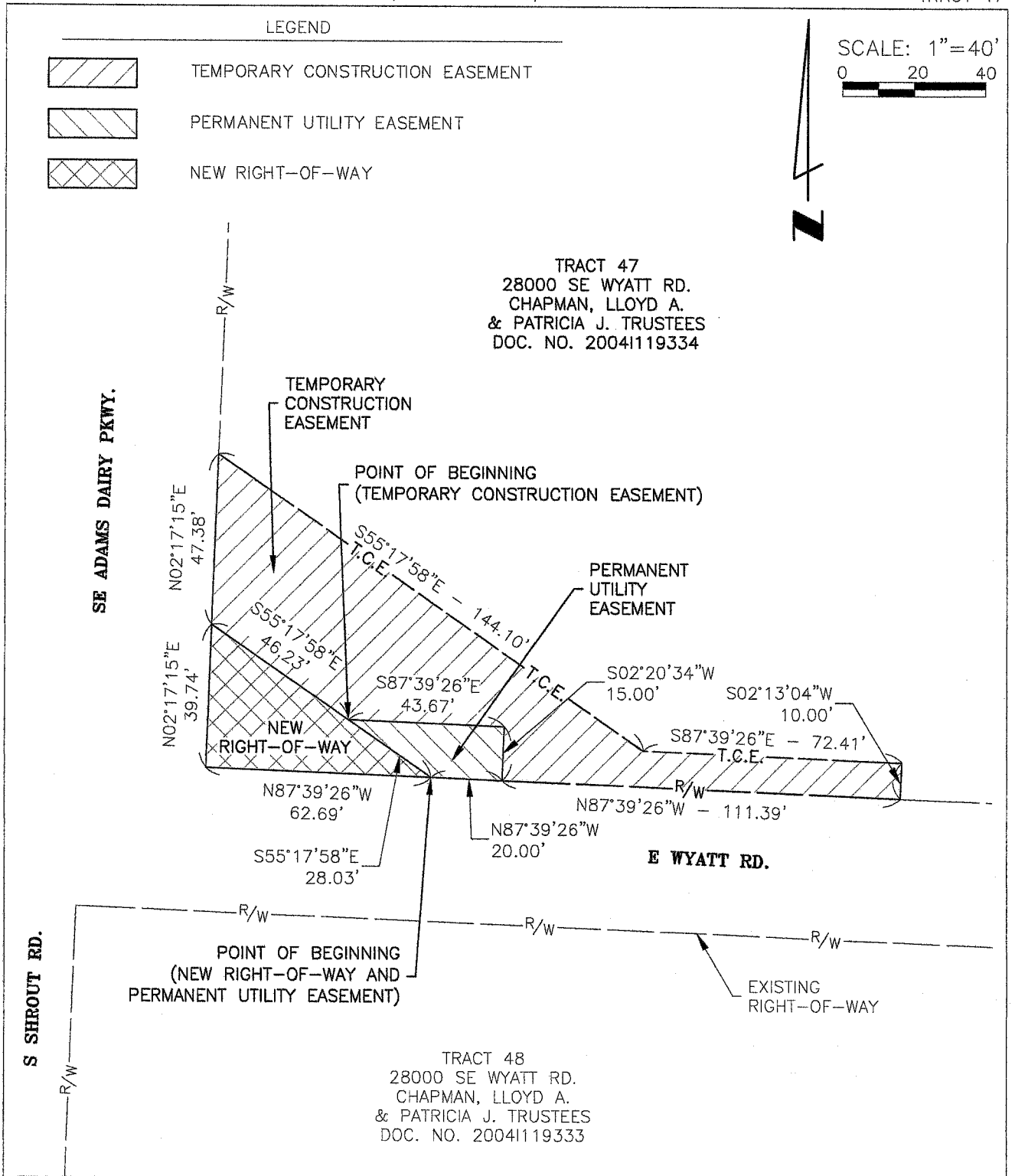


EXHIBIT "B"

INITIALS:

A TRACT OF LAND BEING PART OF DOC. NO. 20041119334 SECTION 17, TOWNSHIP 48 NORTH, RANGE 30 WEST JACKSON COUNTY, MISSOURI

ROUTE: **E Wyatt Road**
COUNTY: **Jackson**
PROJECT: **E Wyatt Road Phase 2 Roundabout**
PROJECT PARCEL: **47**

TEMPORARY CONSTRUCTION EASEMENT

On the 5 day of Oct, 2026 PKT Farms, LLC, a limited liability company organized and existing under the laws of the State of Missouri, hereinafter called the GRANTOR, for and in consideration of One Dollar ($1.00) and other valuable consideration received, and the advantages to be gained from the existence of such roadway improvements, public water mains, structures, or conduit and appurtenances thereon, and for good and sufficient consideration, do hereby grant unto the CITY OF BLUE SPRINGS, Missouri, a Municipal Corporation of Jackson County, Missouri, hereinafter called Grantee, whose address is 903 W. Main Street, Blue Springs, MO 64015, a **Temporary Construction Easement** over, upon, under and through the premises described herein below and right to go upon and use the described portion of GRANTOR'S land to the extent reasonably necessary, and for such time is reasonably necessary for the initial installation and subsequent use of such roadway improvements, public water main and appurtenances upon adjacent property, which such temporary easement shall terminate upon completion and acceptance by GRANTEE of said roadway improvements and water main, said temporary construction easement being described as land laying and being situated in said Jackson County, Missouri, to-wit:

A tract of land described in Exhibit "A" and depicted on the Plat contained in Exhibit "B" both attached hereto and incorporated herein for all purposes.

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances and immunities thereto belonging unto the GRANTEE, its successors and assigns, the GRANTOR hereby covenanting unto the GRANTEE, its successors and assigns as follows:

1. The right of GRANTEE, its agents, servants, employees or independent contractors to go upon said land at any time to excavate or perform other operations for the purposes of removing, maintaining, replacing or repairing said public roadway improvements and water main and all appurtenances incidental thereto.

2. The GRANTOR does hereby covenant with the GRANTEE that GRANTOR is lawfully seized and possessed of the land above described, and a good and lawful right to convey the same, and that it is free from all encumbrances done or suffered by GRANTOR which would interfere with the rights granted hereunder.

3. The GRANTEE agrees to surrender possession of the premises upon the expiration of this temporary easement or any extension thereof, and to leave the premises in substantially the same or better condition than it was on the date this easement was executed. However, it is understood that grading changes may exist upon completion of the project.

4. The Construction Easement shall begin on the date of execution of this instrument by Grantor Effective Date and terminate either two years thereafter or upon the date upon which Grantee accepts completed construction of the Roadway and Water Line Project.

IN WITNESS WHEREOF, the said Grantor executed the above the day and year set forth below.

GRANTOR: PKT Farms, LLC

By: Patricia J Chapman

Title: Managing Member

Date: Oct 5, 2026

ACKNOWLEDGMENT

STATE OF Missouri)
)SS.
COUNTY OF Jackson)

BE IT REMEMBERED that on this 5th day of October, 2026 before me, the undersigned, a notary public in and for the County and State aforesaid, came Patricia S. Chapman, who being by me duly sworn, stated they are the duly-appointed Managing Member of PKT Farms, LLC, a limited liability company organized and existing under the laws of the State of Missouri, and that said instrument was signed on behalf of said limited liability company pursuant to authority given by its Members, and who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same for the purposes and consideration therein expressed.

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

Lisa M Collins (SEAL)
Notary Public

LISA M. COLLINS
Notary Public - Notary Seal
State of Missouri
Commissioned for Jackson County
My Commission Expires: October 17, 2026
Commission Number: 14530255

EXHIBIT A

Part of a tract of land as described in Document No. 2004I119334 of the Jackson County Records, located in Section 17, Township 48 North, Range 30 West of the 5th P.M. and being more particularly described as follows:

Commencing at a found 1/2" iron rod at the southwest corner of Section 18, Township 48 North, Range 30 West of the 5th P.M.; thence S88°02'37"E 6,751.63 feet to the centerline of E Wyatt Road; thence leaving said centerline N02°13'04"E 20.66 feet to a point in the existing north right-of-way of E Wyatt Road, said point being the point of beginning of the tract of land herein described; thence leaving said existing north right-of-way along the new north right-of-way of E Wyatt Road N55°17'58"W 28.03 feet; thence leaving said new north right-of-way S87°39'26"E 43.67 feet; thence S02°20'34"W 15.00 feet to the existing north right-of-way of E Wyatt Road; thence along said existing north right-of-way N87°39'26"W 20.00 feet to the point of beginning containing 478 square feet, the location of which is shown graphically on the attached Exhibit "B".

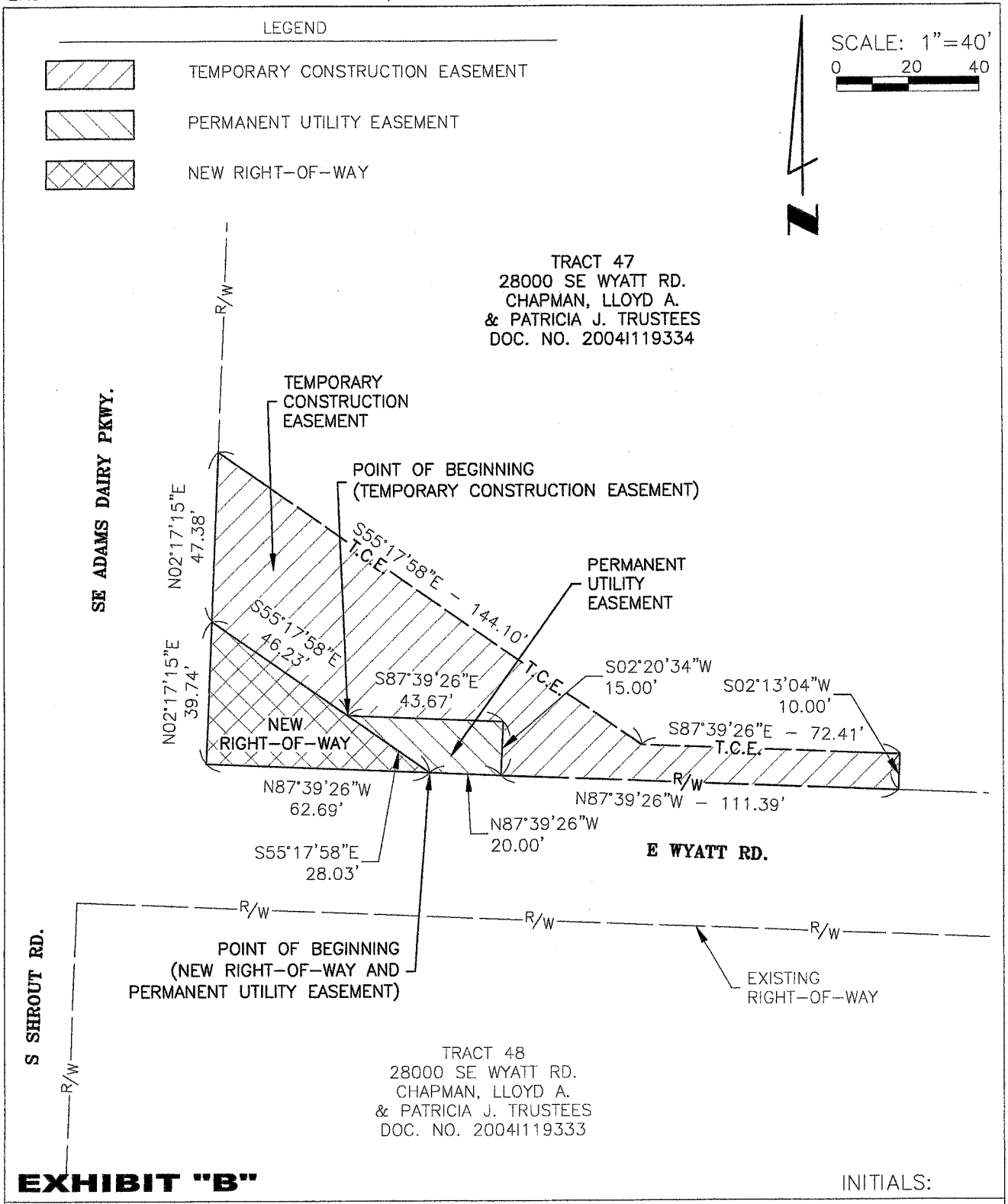


EXHIBIT "B"

INITIALS:

A TRACT OF LAND BEING PART OF DOC. NO. 20041119334 SECTION 17, TOWNSHIP 48 NORTH, RANGE 30 WEST JACKSON COUNTY, MISSOURI

12/9/25

ROUTE: E Wyatt Road
COUNTY: Jackson
PROJECT: E Wyatt Road Phase 2 Roundabout
PROJECT PARCEL: 48

AGREEMENT

THIS AGREEMENT is made this 5 day of Oct, 2026 by and between PKT Farms, LLC, a limited liability company organized and existing under the laws of the State of Missouri (hereinafter "Seller"), and the City of Blue Springs, Missouri, a municipal corporation (hereinafter "Buyer").

WITNESSETH:

WHEREAS, Seller is the fee simple owner of a tract of land and the improvements thereon having a common address of 27801 SE Wyatt Road, Blue Springs, Jackson County, Missouri and has Jackson County Parcel Identification No. 54-200-01-06-00-0-00-000 (hereinafter "the Property" or "Seller's Property"); and

WHEREAS, Buyer is undertaking a road improvement project known as the E Wyatt Road Phase 2 Roundabout (hereinafter "the Project") in the vicinity of Seller's Property and has determined it is necessary to acquire certain real property interests over the portions of Seller's Property described at Exhibit A, which is attached hereto and incorporated herein by reference, for the Project; and

WHEREAS, pursuant to applicable Missouri statutes, Buyer has the power of eminent domain to acquire real property and real property interests for its lawful public purposes; and

WHEREAS, in lieu of Buyer's exercise of its power of eminent domain, Seller is willing to sell and Buyer is willing to purchase the real property interests described at Exhibit A, and by this written Agreement the parties desire and intend to set forth the terms and conditions of their agreement in writing.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Seller agrees to sell and Buyer agrees to purchase the real property interests described in Exhibit A, which is attached hereto and incorporated herein by reference.

2. Purchase Price. The purchase price for such real property and real property interests is $4,425.00.

3. Improvements and Landscaping. Except as otherwise set forth herein, in the event any improvements, fixtures, fencing, trees or other landscaping are located within the areas described in Exhibit A, Buyer agrees and acknowledges any such items will be removed and demolished for the

Project, and therefore Buyer accepts such items "as-is" and without any warranties of any kind from Seller. Seller agrees and acknowledges the Purchase Price set forth in Paragraph 2 herein includes compensation for the loss of such items, and therefore Buyer shall have no further obligation to repair, reconstruct or replace such items; *provided, however*, Buyer shall cause its contractor to maintain reasonable, uninterrupted vehicular access to Seller's property throughout construction, and at the conclusion of construction all improved surfaces shall be repaired, restored or replaced with materials of like kind and quality and all other areas disturbed by Buyer's activities be shall be cleared of any trash or construction debris; graded to match the slope and elevation of the abutting property; final graded and re-seeded with native grass or other perennial ground cover and watered until established, but with no obligation for future watering or maintenance thereafter.

4. Title, Closing and Possession. Contemporaneously to the delivery of this Agreement, Seller agrees to execute and deliver to Buyer the instruments necessary to convey the real property interests described in Exhibit A to Buyer, and Buyer shall then be entitled to absolute and unqualified possession of such real property or easements. Buyer shall hold such instruments until delivery of funds to Seller to satisfy the consideration set forth in paragraph 2. Such funds shall be delivered to Seller not later than forty-five (45) days after delivery of this Agreement to Buyer. Upon delivery of such funds to Seller, Buyer shall then record such instruments with the Jackson County Recorder of Deeds. Buyer agrees to pay the costs of recording all instruments tendered to it.

5. Real Estate Commissions. The Parties represent that neither has engaged the services of a real estate agent or broker in relation to this transaction, and that to the best of their respective knowledge no person or entity has a claim for any commission in connection with this transaction. In the event that any person or entity claims a commission from Seller for services provided to Seller in relation to this transaction, such commissions are the sole responsibility of Seller. Seller agrees to indemnify and hold Buyer harmless from and against any and all liability, costs and expenses, including reasonable attorneys' fees, arising out of or pertaining in any manner to any claim for any such commission claimed from Seller. In the event that any person or entity claims a commission from Buyer for services provided to Buyer in relation to this transaction, such commissions are the sole responsibility of Buyer. Buyer agrees to indemnify and hold Seller harmless from and against any and all liability, costs and expenses, including reasonable attorneys' fees, arising out of or pertaining in any manner to any claim for any such commission claimed from Buyer.

6. Notices. The delivery of any documentation or notices as provided hereunder shall be made with respect to Seller to Patricia J. Chapman at 28000 SE Wyatt Road, Blue Springs, Missouri, 64014 or by email to patricia-chapman@att.net, and with respect to Buyer to Tim Orrick, Attorney at Law, Orrick & Erskine, LLP, 11900 College Boulevard, Ste. 203, Overland Park, Kansas 66210 or by email to timorrick@orricklawgroup.com, or at such other places as the Parties shall hereinafter designate in writing.

7. Each party agrees, acknowledges, warrants and represents to the other:

(a) The foregoing recitals are true, correct, constitute the intent of the parties, and are incorporated by reference into the terms of this Agreement; and
(b) the consideration herein expressed is contractual and not a mere matter of recital; and
(c) no promise or agreement not expressed in this Agreement has been made by the parties, and any amendments or modifications to this Agreement shall be in made in writing; and
(d) all prior oral or written statements relating to the subject matter of this Agreement are merged into this writing; and
(e) they have carefully read the foregoing Agreement and know the contents thereof and have signed the same as their own free act; and
(f) in executing this Agreement, they do not rely on any statement or representation made by the other or their respective agents, attorneys or employees, but they rely solely upon their own judgment; and
(g) the person executing this Agreement has been duly authorized by all requisite corporate or other entity action, if applicable, and no other proceedings on the part of the party on whose behalf they execute this Agreement are necessary to authorize this Agreement and the conveyances contemplated hereby; and
(h) this Agreement may be signed in multiple electronic counterparts, which when assembled together shall constitute the entire agreement of the parties; and
(i) each shall cooperate fully and execute any and all supplementary instruments and other documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and conditions of this Agreement; and
(j) this Agreement shall be binding upon the heirs, successors and assigns of both parties; and
(k) this Agreement shall be construed and interpreted in accordance with the laws of the state of Missouri.

(Remainder of page intentionally blank, signature pages follow.)

IN WITNESS WHEREOF, the said Seller executed the above the day and year set forth below.

SELLER: PKT Farms, LLC

By: Patricia J Chapman
Title: **Managing Member**
Date: Oct 5, 2026

ACKNOWLEDGMENT

STATE OF Missouri)
)SS.
COUNTY OF Jackson)

BE IT REMEMBERED that on this 5th day of October, 2026 before me, the undersigned, a notary public in and for the County and State aforesaid, came Patricia J. Chapman, who being by me duly sworn, stated they are the duly-appointed Managing Member of PKT Farms, LLC, a limited liability company organized and existing under the laws of the State of Missouri, and that said instrument was signed on behalf of said limited liability company pursuant to authority given by its Members, and who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same for the purposes and consideration therein expressed.

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

Lisa M Collins (SEAL)
Notary Public

(Remainder of page intentionally blank, additional signature page follows.)

LISA M. COLLINS
Notary Public - Notary Seal
State of Missouri
Commissioned for Jackson County
My Commission Expires: October 17, 2026
Commission Number: 14530255

IN WITNESS WHEREOF, the said Buyer executed the above the day and year set forth below.

BUYER: CITY OF BLUE SPRINGS, MISSOURI

By: _____ Date: _____

Title: _____

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

BE IT REMEMBERED that on this _____ day of _____, 2026 before me, the undersigned, a notary public in and for the county and state aforesaid came _____, who, having been first duly sworn, stated they are the duly-appointed _____ for the City of Blue Springs, Missouri and who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same for the purposes and consideration therein expressed.

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

_____ My appointment expires:
Notary Public

[remainder of page intentionally blank, Exhibit A follows.]

Exhibit 'A'

NEW-RIGHT-OF-WAY

Part of a tract of land as described in Document No. 2004I119333 of the Jackson County Records, located in Section 20, Township 48 North, Range 30 West of the 5th P.M. and being more particularly described as follows:

Commencing at a found 1/2" iron rod at the southwest corner of Section 18, Township 48 North, Range 30 West of the 5th P.M.; thence S88°02'34"E 6,772.62 feet to the centerline of E Wyatt Road; thence leaving said centerline S02°13'04"W 19.39 feet to a point in the new south right-of-way of E Wyatt Road, said point being the point of beginning of the tract of land herein described; thence along said new south right-of-way S55°29'20"W 132.04 feet to the existing east right-of-way of S Shrout Road; thence leaving said new south right-of-way along said existing east right-of-way N01°47'19"E 79.20 feet to the existing south right-of-way of E Wyatt Road; thence leaving said existing east right-of-way along said existing south right-of-way S87°39'26"E 106.42 feet to the point of beginning containing 4,214 square feet (0.12 acres), the location of which is shown graphically on the attached Exhibit "B".

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:

Part of a tract of land as described in Document No. 2004I119333 of the Jackson County Records, located in Section 20, Township 48 North, Range 30 West of the 5th P.M. and being more particularly described as follows:

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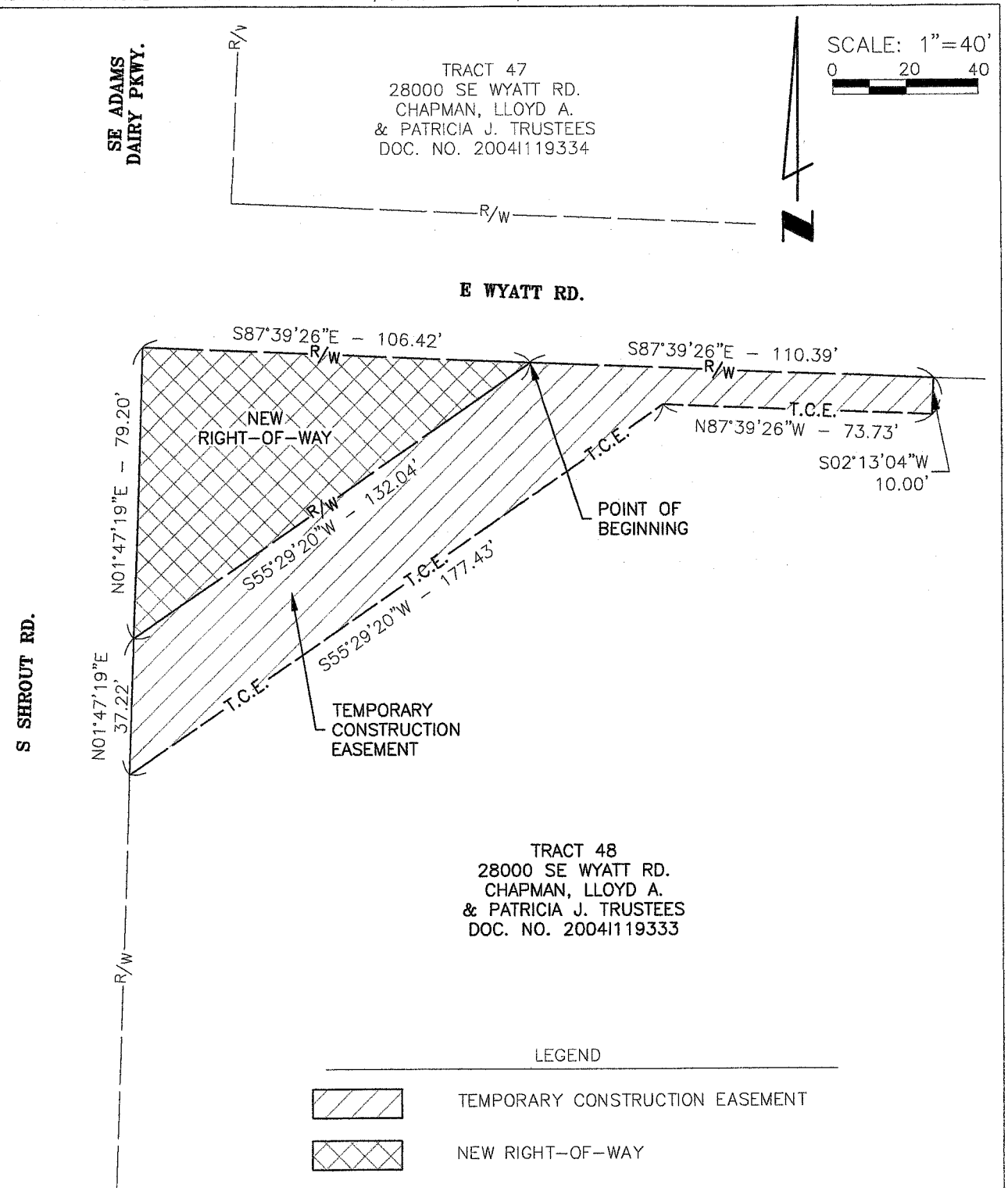


EXHIBIT "B"

INITIALS:

A TRACT OF LAND BEING PART OF DOC. NO. 20041119333 SECTION 20, TOWNSHIP 48 NORTH, RANGE 30 WEST JACKSON COUNTY, MISSOURI

12/16/25

ROUTE: **E Wyatt Road**
COUNTY: **Jackson**
PROJECT: **E Wyatt Road Phase 2 Roundabout**
PROJECT PARCEL: **48**

GENERAL WARRANTY DEED

(1) **PARTIES**: THIS AGREEMENT, made this 5 day of Oct, 2026 by PKT Farms, LLC, a limited liability company organized and existing under the laws of the State of Missouri ("Grantor"), and the City of Blue Springs, State of Missouri ("Grantee").

GRANTOR'S ADDRESS: 28000 E Wyatt Rd, Blue Springs, MO 64014
GRANTEE'S ADDRESS: 903 W. Main Street, Blue Springs, MO 64015

(2) **CONSIDERATION**: Grantor, in consideration of the sum of ONE AND NO/100TH DOLLARS ($ 1.00) to be paid by the City of Blue Springs, the receipt of which is hereby acknowledged, does hereby grant, bargain and sell, convey and confirm fee simple title in the property described in this deed.

(3) **PROPERTY DESCRIPTION**: Grantor conveys to the City of Blue Springs the following described real estate and interests in real estate in the City of Blue Springs, State of Missouri:

A tract of land described in Exhibit "A" and depicted on the Plat contained in Exhibit "B" both attached hereto and incorporated herein for all purposes.

Subject to any and all easements, restrictions, conditions, etc. of record.

(4) **RIGHTS OF GRANTEE**: Grantee shall obtain all rights, privileges, appurtenances and immunities belonging to the Grantor, its successors and assigns forever.

(5) **WARRANTY**: Grantor hereby covenants that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed. Grantor covenants that it has good right to convey the property. Grantor covenants that the said premises are free and clear of any encumbrances done or suffered by it or those under whom they claim; and that it will warrant and defend the title to said premises unto the City of Blue Springs and unto its successors and assigns, forever, against the lawful claims and demands of all persons whomsoever.

[Remainder of page intentionally blank, signature page follows.]

IN WITNESS WHEREOF, the said Grantor executed the above the day and year set forth below.

GRANTOR: PKT Farms, LLC

By: Patricia S. Chapman
Title: Managing Member
Date: Oct 5, 2026

ACKNOWLEDGMENT

STATE OF Missouri)
)SS.
COUNTY OF Jackson)

BE IT REMEMBERED that on this 5th day of October, 2026 before me, the undersigned, a notary public in and for the County and State aforesaid, came Patricia S. Chapman, who being by me duly sworn, stated they are the duly-appointed Managing Member of PKT Farms, LLC, a limited liability company organized and existing under the laws of the State of Missouri, and that said instrument was signed on behalf of said limited liability company pursuant to authority given by its Members, and who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same for the purposes and consideration therein expressed.

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

Lisa M Collins (SEAL)
Notary Public

LISA M. COLLINS
Notary Public - Notary Seal
State of Missouri
Commissioned for Jackson County
My Commission Expires: October 17, 2026
Commission Number: 14530255

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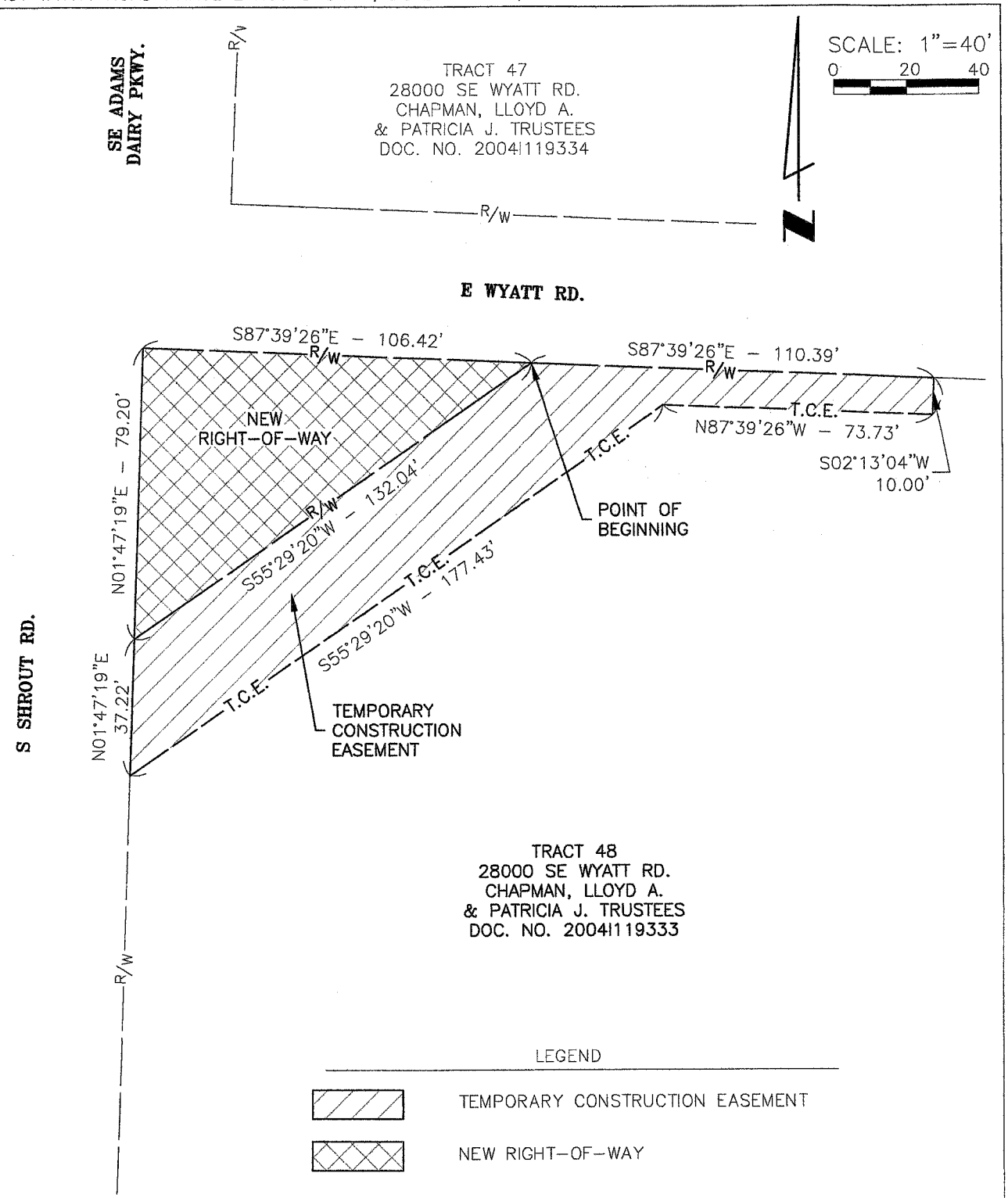


EXHIBIT "B"

INITIALS:

A TRACT OF LAND BEING PART OF DOC. NO. 20041119333 SECTION 20, TOWNSHIP 48 NORTH, RANGE 30 WEST JACKSON COUNTY, MISSOURI

12/16/25

ROUTE: **E Wyatt Road**
COUNTY: **Jackson**
PROJECT: **E Wyatt Road Phase 2 Roundabout**
PROJECT PARCEL: **48**

TEMPORARY CONSTRUCTION EASEMENT

On the 5 day of Oct, 2026 PKT Farms, LLC, a limited liability company organized and existing under the laws of the State of Missouri, hereinafter called the GRANTOR, for and in consideration of One Dollar ($1.00) and other valuable consideration received, and the advantages to be gained from the existence of such roadway improvements, public water mains, structures, or conduit and appurtenances thereon, and for good and sufficient consideration, do hereby grant unto the CITY OF BLUE SPRINGS, Missouri, a Municipal Corporation of Jackson County, Missouri, hereinafter called Grantee, whose address is 903 W. Main Street, Blue Springs, MO 64015, a **Temporary Construction Easement** over, upon, under and through the premises described herein below and right to go upon and use the described portion of GRANTOR'S land to the extent reasonably necessary, and for such time is reasonably necessary for the initial installation and subsequent use of such roadway improvements, public water main and appurtenances upon adjacent property, which such temporary easement shall terminate upon completion and acceptance by GRANTEE of said roadway improvements and water main, said temporary construction easement being described as land laying and being situated in said Jackson County, Missouri, to-wit:

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IN WITNESS WHEREOF, the said Grantor executed the above the day and year set forth below.

GRANTOR: PKT Farms, LLC

By: Patricia J Chapman

Title: Managing Member

Date: Oct 5, 2026

ACKNOWLEDGMENT

STATE OF Missouri)
)SS.
COUNTY OF Jackson)

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

Lisa M Collins (SEAL)
Notary Public

LISA M. COLLINS
Notary Public - Notary Seal
State of Missouri
Commissioned for Jackson County
My Commission Expires: October 17, 2026
Commission Number: 14530255

EXHIBIT "A"

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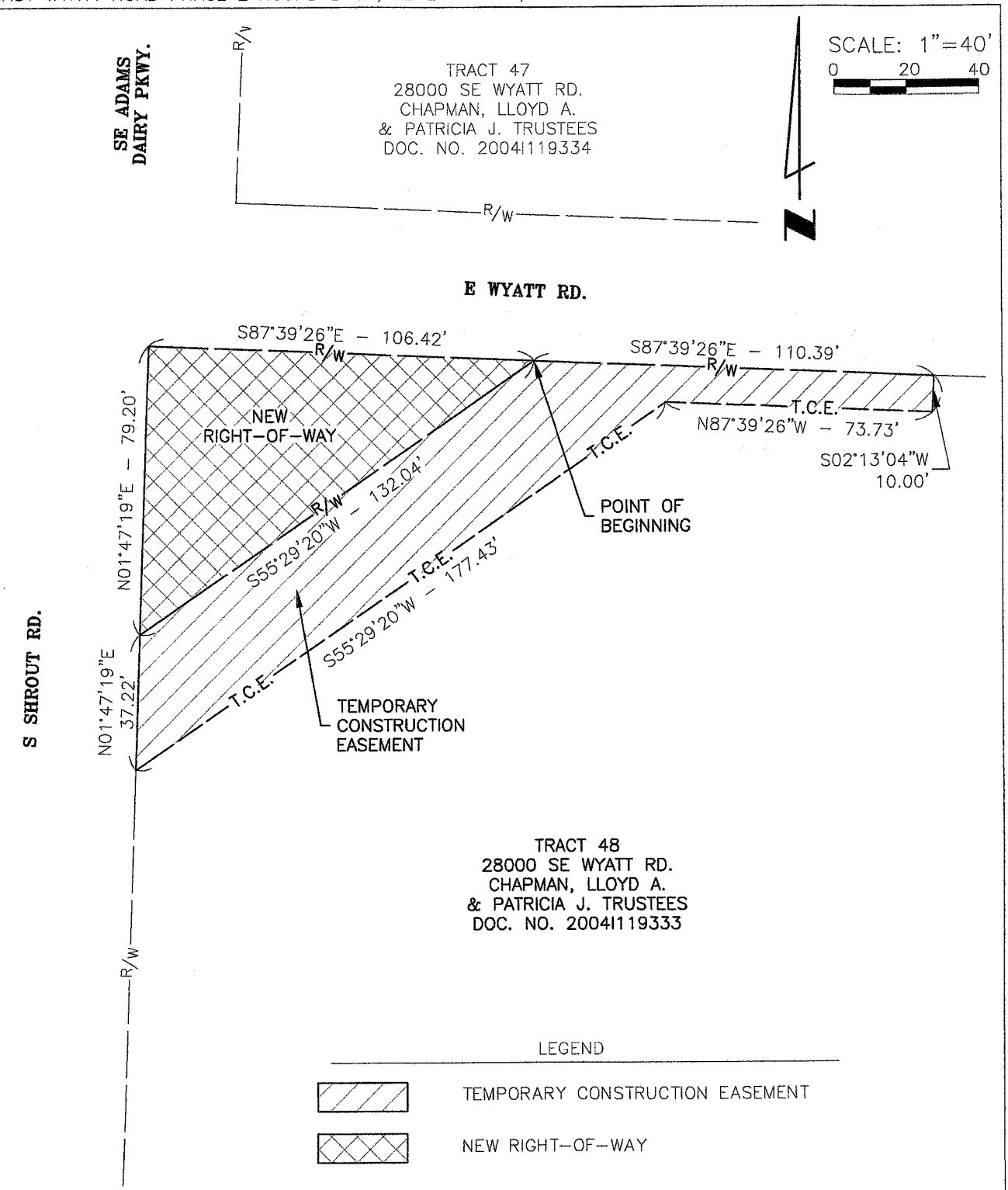


EXHIBIT "B"

INITIALS:

A TRACT OF LAND BEING PART OF DOC. NO. 2004I119333 SECTION 20, TOWNSHIP 48 NORTH, RANGE 30 WEST JACKSON COUNTY, MISSOURI

12/16/25

Council Meeting Date: October 19, 2026

Agenda Item #: 11

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: July 30, 2026

ITEM TYPE: Presentation

SUBMITTED BY: Bob Muenz

CONTRACT NUMBER: N/A

DEPARTMENT: Police

STRATEGIC PLAN PRIORITY: Community Safety

ITEM DESCRIPTION

Presentation from Mr. Tim Baysinger of the Commission on Accreditation for Law Enforcement Agencies (CALEA) regarding the successful Full Reaccreditation for the Police Department and the Initial Accreditation of the Communications Center.

BACKGROUND

Mr. Tim Baysinger, CALEA Regional Program Manager, will be making a presentation regarding the Police Department's successful reaccreditation award for law enforcement and the initial accreditation award for the communications center. The Police Department received the fifth reaccreditation award in 2026 after achieving completion of all the standards within the CALEA process. The Department also received the initial accreditation award for the communications center in 2026 after achieving completion of all the standards within the CALEA review process specifically related to communication centers. The awards are the culmination of four years of annual reviews

and represent adherence to national best practices in law enforcement. This international accreditation is the result of the hard work and professionalism of all the Police Department employees and especially Accreditation Manager Teri Horton-Sandlin.

FINANCIAL IMPACT

INFORMATION	DETAIL
Contractor:	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. CALEA Award Letters

REVIEWED BY

Requesting Director: Bob Muenz

Administration: George Schmitz

Budget: N/A

Legal: N/A

City Administrator: **Click or tap here to enter text.**

CALEA®
THE GOLD STANDARD IN PUBLIC SAFETY

9532 Liberia Avenue
Suite 813
Manassas, VA 20110

703-352-4225
www.calea.org

July 25, 2026

Mr. Bob Muenz
Chief of Police
Blue Springs Police Department
1100 SW Smith Street
Blue Springs, MO 64015

Chief Muenz:

CALEA® Accreditation serves as the *International Gold Standard for Public Safety Agencies*. This correspondence serves to recognize the Blue Springs Police Department has been awarded Law Enforcement Accreditation effective July 25, 2026, for the Fifth time. This award remains in effect for four years and the agency retains all privileges associated with this status during that period.

The process of CALEA Accreditation begins with a rigorous self-assessment, requiring a review of policies, practices, and processes against internationally accepted public safety standards. This is followed with an assessment by independent assessors with significant public safety experience. Additionally, public feedback is received to promote community trust and engagement. Structured interviews are conducted with select agency personnel and others with knowledge to assess the agency's effectiveness and overall service delivery capacities. The decision to accredit is rendered by a governing body of twenty-one Commissioners following a public hearing and review of all reporting documentation.

CALEA Accreditation is a continuous process and serves as the foundation for a successful, well managed, transparent, community-focused public safety agency. To this end, an agency must maintain its accredited status by remaining in compliance with CALEA standards at all times.

CALEA congratulates the Blue Springs Police Department for demonstrating a commitment to professional excellence through accreditation. CALEA Accreditation is the *Mark of Professional Excellence* and should be displayed proudly by those who have earned this honor.

Sincerely,

W. Craig Hartley, Jr.
Executive Director

9532 Liberia Avenue
Suite 813
Manassas, VA 20110

703-352-4225
www.calea.org

July 25, 2026

Again, congratulations on your most recent CALEA® Accreditation. As you move into the next four years, we are providing you with anticipated dates for your web-based and site-based assessments. **Please note the change to your web-based assessment time frame, as we have modified them to reflect a more accurate four-year review**.

The Blue Springs Police Department's Law Enforcement Accreditation Year 1, 2, 3 and 4 web-based assessments are predicted to occur during the following weeks:

Year 1: March 5 - 13, 2027
Year 2: February 4 - 12, 2028
Year 3: February 16 - 24, 2029
Year 4: November 30 - December 8, 2029

The Blue Springs Police Department site-based review is anticipated for the week of January 28. CALEA reserves the right to modify assessment dates based on scheduling and/or staffing needs.

Agencies are required to follow CALEA's best practices for continued compliance, located on the CALEA website under tools and tutorials.

As a reminder, you should log into the CALEA Information Management and Reporting System (CIMRS) and complete or update agency information as needed. You are required to remit annual status reports for the next three years, through CIMRS, to document progression of continuous organizational improvement. The report is due not later than 30 days after your award anniversary date of July 21.

If you should have any questions or need additional information, please contact your Regional Program Manager.

Sincerely,

W. Craig Hartley, Jr.
Executive Director

9532 Liberia Avenue
Suite 813
Manassas, VA 20110

703-352-4225
www.calea.org

March 14, 2026

Chief Bob Muenz
Chief of Police
Blue Springs Police Department
1100 SW Smith Street
Blue Springs, MO 64015

Chief Muenz:

CALEA® Accreditation serves as the *International Gold Standard for Public Safety Agencies*. This correspondence serves to recognize the Blue Springs Police Department has been awarded Communications Accreditation effective March 14, 2026, for the First time. This award remains in effect for four years and the agency retains all privileges associated with this status during that period.

The process of CALEA Accreditation begins with a rigorous self-assessment, requiring a review of policies, practices, and processes against internationally accepted public safety standards. This is followed with an assessment by independent assessors with significant public safety experience. Additionally, public feedback is received to promote community trust and engagement. Structured interviews are conducted with select agency personnel and others with knowledge to assess the agency's effectiveness and overall service delivery capacities. The decision to accredit is rendered by a governing body of twenty-one Commissioners following a public hearing and review of all reporting documentation.

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Sincerely,

W. Craig Hartley, Jr.
Executive Director

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March 14, 2026

Again, congratulations on your most recent CALEA® Accreditation. As you move into the next four years, we are providing you with anticipated dates for your web-based and site-based assessments. **Please note the change to your web-based assessment time frame, as we have modified them to reflect a more accurate four-year review**.

The Blue Springs Police Department's Communications Accreditation Year 1, 2, 3 and 4 web-based assessments are predicted to occur during the following weeks:

Year 1: October 2 - 10, 2026
Year 2: September 24 - October 2, 2027
Year 3: September 22 - 30, 2028
Year 4: August 24 - September 1, 2029

The Blue Springs Police Department site-based review is anticipated for the week of October 8. CALEA reserves the right to modify assessment dates based on scheduling and/or staffing needs.

Agencies are required to follow CALEA's best practices for continued compliance, located on the CALEA website under tools and tutorials.

As a reminder, you should log into the CALEA Information Management and Reporting System (CIMRS) and complete or update agency information as needed. You are required to remit annual status reports for the next three years, through CIMRS, to document progression of continuous organizational improvement. The report is due not later than 30 days after your award anniversary date of March 14.

If you should have any questions or need additional information, please contact your Regional Program Manager.

Sincerely,

W. Craig Hartley, Jr.
Executive Director

Council Meeting Date: Click or tap to enter a date.

Agenda Item #: 12

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: October 13, 2026

ITEM TYPE: Presentation

SUBMITTED BY: George Schmitz

CONTRACT NUMBER: -

DEPARTMENT: Administration

STRATEGIC PLAN PRIORITY: Downtown Revitalization

ITEM DESCRIPTION

Downtown Blue Springs will provide the Mayor and City Council with an overview of the organization's mission, ongoing initiatives, and role in supporting Downtown revitalization.

BACKGROUND

Downtown Blue Springs is a community-focused organization dedicated to preserving the historic character of Downtown while promoting economic vitality, supporting local businesses, and creating a welcoming destination for residents and visitors. Through partnerships with businesses, property owners, community organizations, and the City of Blue Springs, the organization plays an important role in advancing Downtown revitalization.

Its efforts include organizing community events such as Market on Main, Bite of Blue

Springs, Third Thursdays, and Christmas on Main, which attract visitors, encourage local spending, and strengthen community connections.

As the City continues investing in Downtown infrastructure and streetscape improvements, Downtown Blue Springs is helping maintain business visibility and customer activity through its proposed Diggin' Downtown campaign, which emphasizes shopping local and keeping Downtown active during construction. These efforts complement the City's long-term vision of creating a vibrant, walkable Downtown that serves as a destination for the entire Blue Springs community.

Representatives from Downtown Blue Springs will provide the Mayor and City Council with an overview of the organization's mission, ongoing initiatives, and role in supporting Downtown revitalization. The presentation will highlight community events, business support efforts, partnerships, and promotional activities that encourage visitors to shop, dine, and experience Downtown Blue Springs. Representatives will also discuss current priorities and opportunities to collaborate with the City to advance its long-term vision for Downtown.

LIST OF REFERENCE DOCUMENTS ATTACHED

1. N/A

REVIEWED BY

Requesting Director: George Schmitz

Legal: N/A

Administration: George Schmitz

City Administrator: Christine Cates

Budget: N/A