BLUE SPRINGS
MISSOURI

CITY COUNCIL MEETING
Monday, July 6, 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 June 15, 2026 City Council meeting and June 29, 2026 City Council Work Session

b. Resolution No. 049-2026 approving a Disposition of Records

c. Approve Liquor License for The Keg located at 1123 W Main Street

d. Resolution No. 050-2026 approving a contract with Gray's Excavating for the Main St. watermain replacement from 15th to 19th Street

e. Resolution No. 051-2026 contract with Cochran for the Lead Service Line Project

f. Board and Commission Appointments

g. Council Appointments

4. **Public Hearing** – Midnight Ink Conditional Use Permit (CUP-05-26-9882)

5. Introduction and readings of Bill 5408 approving a Midnight Ink Conditional Use Permit (CUP-05-26-9882)

6. **Public Hearing** – Universal Beauty School Conditional Use Permit (CUP-04-26-9863)

7. Introduction and readings of Bill 5409 approving a Universal Beauty School Conditional Use Permit (CUP-04-26-9863)

8. **Public Hearing** – "Iconic Blue Springs" Adams Dairy Parkway Rezoning (RZ-02-26-9822) and Planned Development Concept Plan (PDC-02-26-9823)

9. **Public Hearing –** Adams Dairy Parkway Community Improvement District for "Iconic Blue Springs"

10. **Public Hearing – "**Iconic Blue Springs" Adams Dairy Parkway Industrial Development Project and Chapter 100 Bonds

11. Introduction and readings of Bill 5410 approving an Adams Dairy Parkway Rezoning (RZ-02-26-9822) and Planned Development Concept Plan (PDC-02-26-9823) for "Iconic Blue Springs"

12. Introduction and readings of Bill 5411 establishing the Adams Dairy Parkway Community Improvement District for "Iconic Blue Springs"

13. Introduction and readings of Bill 5412 approving the "Iconic Blue Springs" Adams Dairy Parkway Industrial Development Project and Chapter 100 Bonds

14. **Public Hearing –** Colbern Road Annexation (ANNX-05-26-9895)

15. Introduction and **first reading only** of Bill 5413 approving a Colbern Road Annexation

16. **Public Hearing –** 12th Street Vacation of Right-of-Way (VAC-06-26-9901)

17. Introduction and readings of Bill 5414 approving a 12th Street Vacation of Right-of-Way (VAC-06-26-9901)

18. **Public Hearing –** WinWater General Development Plan (GDP-03-26-9850) and Conditional Use Permit (CUP-03-26-9851)

19. Introduction and readings of Bill 5415 approving a WinWater General Development Plan (GDP-03-26-9850) and Conditional Use Permit (CUP-03-26-9851)

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

21. Introduction and readings of Bill 5416 accepting permanent Easements for 12th Street.

22. Introduction and readings of Bill 5417 contracting with Mid-America Regional Council for meals and transportation

23. 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.

24. Councilmember Comments

25. Mayoral Comments

26. Adjourn

Upcoming Meetings

Park Commission Meeting – July 7, 6:00 PM
Public Arts Commission Meeting – July 8, 4:00 PM
Planning Commission Meeting – July 13, 6:30 PM
Land Bank – July 20, 3:00 PM
City Council Meeting – July 20, 6:00 PM
Planning Commission Meeting – July 27, 6:30 PM
Public Safety Citizen's Advisory Board Meeting – July 28, 6:00 PM
City Council Meeting – August 3, 6:00 PM

This agenda was posted at City Hall and on the City's website on Thursday, July 2, 2026.

Erin Ford, City Clerk

BLUE SPRINGS
MISSOURI

EXPLANATIONS

DATE: July 2, 2026

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

FROM: City Administrator Christine Cates

SUBJECT: Agenda Explanations

Item 3b – Disposition of Records

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

Item 3c – Liquor License for The Keg

Approve a new liquor license for The Keg on Main dba The Keg located at 1123 W Main St, Blue Springs, MO 64015 to sell intoxicating liquors in the original package for consumption on the premises (weekdays only) and Sunday Sales. The location was formerly occupied by GridIron Bar and Grill LLC. Refer to Council Information Form from Director of City Development Nic Hutchison for additional information.

Item 3d – Main Street Water Main Replacement

Adopt a Resolution approving a contract in the amount of $187,460.00 with Gray's Excavating, LLC for the Main St. watermain replacement from 15th to 19th Street. This project is approved as CIP WA-12 for water system maintenance outlined in the Owner Supervised Program (OSP) project list. Refer to Council Information Form from Assistant Director of Public Works Nate Lea for additional information.

Item 3e – Contract with Cochran for Lead Line Service Project

Adopt a Resolution approving a contract in the amount of $819,440.00 with SC Engineering LLC dba Cochran, for the Lead Service Line Project. Refer to Council Information Form from Assistant City Administrator Dennis Dovel for additional information.

Item 3f – Board and Commission Appointments

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

Item 3g – Council Appointments

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

Items 4 & 5 – Midnight Ink Conditional Use Permit

A public hearing is being held at the request of the applicant, Katelynn Farris, Midnight Ink, for consideration to approve a Conditional Use Permit allowing the body art service uses on a 0.93 +/- acre property. The applicant is requesting to operate a tattoo studio, by appointment only, on property addressed 2307 NW South Outer Road (CUP-05-26-9882). Upon conclusion of the public hearing, a bill approving the Conditional Use Permit will ready for introductions and readings. Refer to Council Information Form from Director of City Development Nic Hutchison for additional information.

Items 6 & 7 – Universal Beauty Studio Conditional Use Permit

A public hearing is being held at the request of the applicant, Tyrone Jackson, Universal Beauty Studio Academy, for consideration to approve a Conditional Use Permit allowing the body art service uses on a 0.21 +/- acre property. The applicant is requesting to operate a vocational and technical education for body art/microblading services, on the property addressed 1405 SW Smith Street (CUP-05-26-9892). Upon conclusion of the public hearing, a bill approving the Conditional Use Permit will be ready for introductions and readings. Refer to Council Information Form from Director of City Development Nic Hutchison for additional information.

Items 8 & 11 – Iconic Adams Dairy Parkway Rezoning and Planned Development Concept Plan

A public hearing is being held at the request of the Applicant, Matt Tapp, on behalf of the property owner, City of Blue Springs, for consideration to rezone approximately 23.02 +/- acres from "RE" (Residential Estate) and "AG" (Agricultural-County) to "PD/MU" (Planned Development Mixed Use) (RZ-02-26-9822) for a mixed-use development, with a Planned Development Concept Plan (PDC-02-26-9823), located east of the intersections of Adams Dairy Parkway and Napoleon Drive. Upon conclusion of the public hearing, a Bill will be ready for introduction and readings approving a

Rezoning and a Planned Development Concept Plan. Refer to Council Information Form from Director of City Development Nic Hutchison for additional information.

Items 9 & 12 – Iconic Adams Dairy Parkway Community Improvement District

A public hearing is being held to receive public comment on the creation of the Adams Dairy Parkway Community Improvement District. Upon conclusion of the public hearing, a Bill approving the Petition for Establishment of the Adams Dairy Parkway Community Improvement District will be ready for introduction and readings. Refer to Council Information Form from City Administrator Christine Cates for additional information.

Items 10 & 13 – Iconic Adams Dairy Parkway Industrial Development Project and Chapter 100 Bonds

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

Items 14 & 15 – Colbern Road Annexation

A public hearing is being held at the request of the Applicant, City of Blue Springs, for consideration to approve an annexation of property 2.43 +/-acres located at SW Colbern Road Right-of-Way (ROW) east of SW 7 Highway into the City limits. (ANNX-05-26-9895) Upon conclusion of the public hearing, a Bill approving the Annexation will be ready for introduction and the first reading only. Refer to Council Information Form from Director of City Development Nic Hutchison for additional information.

Items 16 & 17 – 12th Street Vacation of Right-of-Way

A public hearing is being held at the request of the Applicant, City of Blue Springs, for consideration of a vacation of a portion of Right-of-Way located generally at 8131 SW

12th St. (VAC-06-26-9901) Upon conclusion of the public hearing, a Bill vacating the right of way will be ready for introduction and readings. Refer to Council Information Form from Director of City Development Nic Hutchison for additional information.

Items 18 & 19 – WinWater and Flex Spaces Conditional Use Permit and General Development Plan

A public hearing is being held at the request of the Applicant, Bart Fisher, for consideration to approve a General Development Plan (GDP-03-26-9850) for Winwater and Flex Use to allow for the development of approximately 28,500+/- square feet of building area, and for consideration to approve a Conditional Use Permit [SF1.1] (CUP-03-26-9851) allowing the use of "Storage-Residential Warehouse" on approximately 5+/- acres of land located at 2601 NW Jefferson St. Upon conclusion of the public hearing, a Bill approving the General Development Plan and Conditional Use Permit will be ready for introduction and readings. Refer to Council Information Form from Director of City Development Nic Hutchison for additional information.

Item 21 – 12th Street Easements

Passage of a Bill accepting permanent utility, permanent right-of-way and permanent construction easements from property owners for construction of 12th Street from SW Southcrest Drive to Wyatt Road (Project ST-55 Bonds). Refer to Council Information form from Assistant City Administrator Dennis Dovel for additional information.

Item 22 – Contract with Mid-America Regional Council for Meals and Transportation

Approval of a contract with Mid-America Regional Council (MARC) for reimbursement to continue meal preparation for congregate meals and homebound meals and meal delivery for homebound recipients as well as continuing to provide site transportation via OATS Inc to and from Vesper Hall. This contract will also include evidence-based

programming and the administration of Vesper Hall. This contract is not to exceed $248,250. Refer to Council Information Form from Parks and Recreation Director Justin Stuart for additional information.

BLUE SPRINGS
MISSOURI

MINUTES OF JUNE 15, 2026 CITY COUNCIL MEETING

MEETING INFORMATION

A meeting of the City Council of the City of Blue Springs, Missouri, was held on Monday, June 15, 2026 at 6:00 p.m. in the Council Chambers of the Howard L. Brown Public Safety Building, 1100 SW Smith Street, Blue Springs, Missouri with Mayor Chris Lievsay presiding.

COUNCIL ATTENDANCE

Jerry Kaylor

Katie Tholen

Nick Brummel

Galen Ericson

Brian Markworth

Jeremy Rowan

STAFF ATTENDANCE

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

PLEDGE

Mayor Lievsay led in the pledge of allegiance.

CALL MEETING TO ORDER AND CONFIRMATION OF QUORUM

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

DRAFT

CONSENT AGENDA

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

- Minutes of the June 1, 2026 City Council Meeting and June 9, 2026 City Council Work Session
- **Resolution No. 046-2026** approving a contract in the amount $126,575.00 with Tandem Paving, for the Central Park Trail paving.
- **Resolution No. 047-2026** approving a contract with Fleming Auto Center, Inc. dba Jackson County Tow Service for towing services.
- **Resolution No. 048-2026** accepting the proposal for and authorizing the payment for the City's annual property, liability, and workers' compensation insurance for the plan year that begins July 1, 2026.
- **Liquor License Renewals** for the 2026-2027 license year.
- **Liquor License for Birdies Indoor Golf LLC dba Birdies Indoor Golf** located at 1861 SW 7 HWY, Blue Springs, MO 64014 to sell intoxicating liquors in the original package for consumption on the premises (weekdays only) and Sunday Sales.
- **Liquor License for Ranchero Mexican Restaurant Bar LLC dba Ranchero Mexican Restaurant Bar LLC** located at 1867 S 7 HWY BLUE SPRINGS, MO 64014 to sell intoxicating liquors in the original package for consumption on the premises (weekdays only) and Sunday Sales.
- **Board and Commission Appointments**

  Board of Adjustment

  Adriane Handy, Member, Term expires May 2031, New appointment

  Mary Jo Goettling, Member, Term expires May 2030, New appointment

  Matthew Johnston, Alternate Member 1, Term expires May 2031, New appointment

Community Development Block Grant Advisory Committee

Ken Horrell: Chair, Term expires May 2027, Reappointment

Susan Stokenbury: Vice Chair, Term expires May 2027, New Appointment

Ken Horrell: Park Commission Representative, Term expires May 2027, Reappointment

Lyle Shaver, Downtown Alive Representative: Term expires May 2027, Reappointment

Chris Henning, Planning Commission Representative, Term expires May 2027, New Appointment

Adriane Handy: Community Member, Term expires May 2027, New Appointment

Development Advisory Committee

Ighodalo Ifada, Building Industry 2, Term expires May 2029, New Appointment

Land Bank

Justice Horn, Member, Term expires May 2028, New Appointment

Park Commission

Carman Booker, Member, Term expires May 2027, New Appointment

Public Safety Citizens' Advisory Board

Matt Calhoun, Chair, Term expires May 2027, Reappointment

Matt Calhoun, Member, Term expires May 2028, Reappointment

The Consent Agenda was approved with the following:

VOTE

Kaylor – Aye

Tholen – Aye

Brummel – Aye

Ericson – Aye

Markworth – Aye

Rowan – Aye

Mayor Lievsay – Aye

ITEM 3h – BOARD AND COMMISSION APPOINTMENTS

Councilmember Kaylor requested Item 3h – Board and Commission Appointments be pulled from the Consent Agenda to be considered for separate vote.

Councilmember Kaylor moved to continue Item 3h – Board and Commission Appointments indefinitely. Motion seconded by Councilmember Ericson and carried unanimously.

PUBLIC HEARING – FLEX SPACE CONDITIONAL USE PERMIT (CUP-03-26-9855)

Mayor Lievsay opened the Public Hearing at 6:03 p.m. to consider a Conditional Use Permit allowing the Vehicle Repair, Limited and Vehicle Repair, General land within Buildings A and B of the Flex Space Phase II development on a 4.19 +/_ acres property generally located at 3401 and 3409 NW Jefferson Street (CUP-03-26-9855). The City Clerk entered one exhibit into the record.

STAFF REPORT

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

APPLICANT

The applicant's representative, Brandon Keller, was available to address questions from Council.

The Mayor hearing no further comments for or against, closed the public hearing at 6:07 p.m.

INTRODUCTION AND FIRST READING OF BILL NUMBER 5405 - FLEX SPACE CONDITIONAL USE PERMIT (CUP-03-26-9855)

Councilmember Kaylor introduced Bill Number 5405 approving a Conditional Use Permit allowing the Vehicle Repair, Limited and Vehicle Repair, General land within Buildings A and B of the Flex Space Phase II development on a 4.19 +/_ acres property generally located at 3401 and 3409 NW Jefferson Street (CUP-03-26-9855). City Clerk Erin Ford made the first reading of Bill No. 5405 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Ericson moved to approve Bill No. 5405 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Brummel and carried, with Councilmembers Kaylor and Ericson voting no.

SECOND READING – BILL NUMBER 5405

Ms. Ford made the second reading of Bill Number 5405 by title. Councilmember Ericson moved to adopt Bill Number 5405 upon its second reading and give it ORDINANCE Number 5501 with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Tholen and carried with the following:

VOTE

Tholen – Aye

Brummel – Aye

Ericson – No

Markworth – Aye

Rowan – Aye

Kaylor – No

Mayor Lievsay – Aye

INTRODUCTION AND FIRST READING OF BILL NUMBER 5406 – EASEMENTS FOR DOWNTOWN SIGN

Councilmember Kaylor introduced Bill Number 5406 accepting General Warranty Deed and Right-of-Way Easement from 2TWENTY2, LLC for the use of installation of a downtown monument sign at MO-7 Highway and Main Street. City Clerk Erin Ford made the first reading of Bill No. 5406 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Tholen moved to approve Bill No. 5406 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Ericson and carried unanimously.

SECOND READING – BILL NUMBER 5406

Ms. Ford made the second reading of Bill Number 5406 by title. Councilmember Ericson moved to adopt Bill Number 5406 upon its second reading and give it ORDINANCE Number 5502 with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Rowan and carried with the following:

VOTE

Brummel – Aye

Ericson – Aye

Markworth – Aye

Rowan – Aye

Kaylor – Aye

Tholen – Aye

Mayor Lievsay – Aye

INTRODUCTION AND FIRST READING OF BILL NUMBER 5407 - CONTRACT WITH BLUE SPRINGS SCHOOL DISTRICT FOR POLICE OFFICERS AND DISPATCHING SERVICES

Councilmember Kaylor introduced Bill Number 5407 approving a a contract in the amount of $189,413.00 with the Blue Springs R-IV School District for police officers at BSSD schools and dispatching services for the 2026-2027 school year. City Clerk Erin Ford made the first reading of Bill No. 5407 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Tholen moved to approve Bill No. 5407 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Brummel and carried unanimously.

SECOND READING – BILL NUMBER 5407

Ms. Ford made the second reading of Bill Number 5407 by title. Councilmember Ericson moved to adopt Bill Number 5407 upon its second reading and give it ORDINANCE Number 5503 with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Rowan and carried with the following:

VOTE

Ericson – Aye

Markworth – Aye

Rowan – Aye

Kaylor – Aye

Tholen – Aye

Brummel – Aye

Mayor Lievsay – Aye

VISITORS

Citizen Bob Chaney spoke regarding the Fall Fun Fest.

COUNCILMEMBER COMMENTS

Councilmembers Kaylor and Ericson noted that residents from Parkway Senior Living were in attendance.

Councilmember Brummel served as the World Cup Task Force Chair and thanked all who helped and participated in the watch party on June 12.

MAYORAL COMMENTS

- City services will be closed on June 19 in honor of Juneteenth.
- Red, White and Blue Springs will be held on July 3, with many special events that week to celebrate the 250th anniversary.

CLOSED SESSION

At 6:29 p.m., Councilmember Kaylor moved for the Council go into closed session pursuant to Section 610.021(1) Revised Statutes of Missouri, for the purpose of privileged communications between a governmental body or its representative and legal counsel relating to litigation and that any minutes, documents and other records discussed or taken during the closed session remain closed, and that the special meeting of this body stand adjourned at the completion of such session. Motion seconded by Councilmember Tholen and carried with the following:

VOTE

Markworth – Aye

Rowan – Aye

Kaylor – Aye

Tholen – Aye

Brummel – Aye

Ericson – Aye

Mayor Lievsay – Aye

June 15, 2026

SIGNATURES:

CITY OF BLUE SPRINGS

_____

Chris Lievsay, Mayor

ATTEST

_____

Erin Ford, City Clerk

BLUE SPRINGS
MISSOURI

MINUTES OF JUNE 29, 2026 CITY COUNCIL WORK SESSION

MEETING INFORMATION

A Work Session of the City Council of the City of Blue Springs, Missouri, was held on Monday, June 29, 2026 at 6:00 p.m. in the 210 Administration Conference Room of City Hall, 903 West Main Street, Blue Springs, Missouri with Mayor Chris Lievsay presiding.

COUNCIL ATTENDANCE

Jerry Kaylor

Katie Tholen

Nick Brummel

Galen Ericson

Brian Markworth

Jeremy Rowan

STAFF ATTENDANCE

Also present were City Administrator Christine Cates, Assistant City Administrator Dennis Dovel, Assistant to the City Administrator George Schmitz, Parks and Recreation Director Justin Stuart, Director of City Development Nicholas Hutchison, City Attorney Jennifer Baird, Police Chief Bob Muenz, Senior Director of Finance Karen Van Winkle, Information Technology Director John Schwenk. and City Clerk Erin Ford.

Additional City staff in attendance were Planner Shantele Frie, Planner Logan Day and Administrative Assistant Traci Brashears.

Planning Commissioners Jennifer Irey and Brian Ingersoll were also in attendance.

DRAFT

CALL MEETING TO ORDER AND CONFIRMATION OF QUORUM

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

COMPREHENSIVE PLAN – URBAN3

Joe Minicozzi with Urban3 presented a Foundational Revenue Analysis workshop for the Comprehensive Plan.

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

E-MOBILITY DEVICES

Councilmembers Ericson and Kaylor requested a discussion about E-mobility devices (E-Bikes, E-Scooters, E-Motos, Electric Skateboards, and Similar Devices). Council discussed possible updates to the E-mobility section of the City Code, including defining types of devices and their use in public rights-of-way.

Council also requested additional information from staff regarding E-mobility devices for further discussion at a potential future Work Session.

ADJOURN

At 8:01 p.m., there was no further business to come before the Council, Mayor Lievsay declared the Work Session Adjourned.

SIGNATURES:

CITY OF BLUE SPRINGS

_____

Chris Lievsay, Mayor

ATTEST

_____

Erin Ford, City Clerk

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: June 15, 2026

ITEM TYPE: Resolution

SUBMITTED BY: Erin Ford

CONTRACT NUMBER: N/A

DEPARTMENT: Administration

STRATEGIC PLAN PRIORITY: Organizational Health

ITEM DESCRIPTION

Adopt a Resolution to approve the disposition of Information Technology department records which have met the required retention period as prescribed by the Blue Springs Records Retention, Management, and Destruction Policy dated November 28, 2016 and in accordance with the Missouri Secretary of State's records retention guidelines.

BACKGROUND

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

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Immediately
Estimated End Date	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with disposition list attached as Exhibit A.

REVIEWED BY

Requesting Director: Erin Ford

Legal: N/A

Administration: George Schmitz

City Administrator: Christine Cates

Budget: N/A

A RESOLUTION APPROVING THE DISPOSITION OF RECORDS THAT HAVE MET THE REQUIRED RETENTION PERIODS AND NO LONGER PROVIDE ANY VALUE TO THE CITY OF BLUE SPRINGS

WHEREAS, it has been determined by the Records Manager that Information Technology department records have met the required retention periods as set by the Blue Springs Records Retention Schedule within the Records Retention, Management, and Destruction Policy; and

WHEREAS, the disposition of records that have met the required retention periods provides for efficient and cost-effective management of City records, reduces physical and electronic storage costs, and reduces the liability of the City of Blue Springs for housing inactive records beyond the required retention period that may be subject to discovery during pending litigation; and

WHEREAS, a copy of the Disposition List that lists the records, the retention periods, and the allowed disposition dates is attached to this Resolution as Exhibit "A".

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

Section 1. The City Administrator is hereby authorized to direct the Records Manager or their designee to properly dispose of the records listed in the disposition list attached hereto as Exhibit "A" and incorporated herein.

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

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 6th day of July 2026.

CITY OF BLUE SPRINGS

_____

Chris Lievsay, Mayor

ATTEST:

_____

Erin Ford, City Clerk

Exhibit A

BLUE SPRINGS
MISSOURI

Disposition of Records

Disposition List

The Records Manager respectfully requests authority to destroy the inactive records listed below:

BOX No. / Item	Date of Record(s)	Contents	Destruction Date
N/A		All data, media and content captured through third-party cameras, excluding records that have been retained for official investigative or other legal purpose	Ongoing per policy
N/A	05/31/2025-06/30/2025	All employee emails in Sent Items, Deleted Items, Junk, and Clutter Folders	07/06/2026

Council Meeting Date: July 6, 2026

Agenda Item #: 3c

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: June 11, 2026

ITEM TYPE: Other

SUBMITTED BY: Joelle Williams

CONTRACT NUMBER: N/A

DEPARTMENT: City Development

STRATEGIC PLAN PRIORITY: N/A

ITEM DESCRIPTION

Approve a new liquor license for The Keg on Main dba The Keg located at 1123 W Main St, Blue Springs, MO 64015 to sell intoxicating liquors in the original package for consumption on the premises (weekdays only) and Sunday Sales. The location was formerly occupied by GridIron Bar and Grill LLC.

BACKGROUND

The Managing Agent for The Keg on Main dba The Keg is Chastity Salerno at 1111 Dean Dr, Grain Valley, MO 64029.

FINANCIAL IMPACT

INFORMATION	DETAIL
Contractor:	The Keg on Main dba The Keg

Amount of Request/ Contract:	N/A
Amount Budgeted:	N/A
Budget Year:	FY 2026-27
Funding Source/Account #:	N/A
Account Balance:	N/A Date: 6/15/2026
Revenue to be Received:	$750.00
Revenue Account No.	100-00000-410200

PROJECT TIMELINE

INFORMATION	DETAIL
Estimated Start Date	July 7, 2026
Estimated End Date	June 30, 2027

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: N/A

LIST OF REFERENCE DOCUMENTS ON FILE WITH BUSINESS SERVICES

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

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

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

REVIEWED BY

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

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: June 5, 2026

ITEM TYPE: Resolution

SUBMITTED BY: Nathan Lea

CONTRACT NUMBER:

DEPARTMENT: Public Works

STRATEGIC PLAN PRIORITY: Infrastructure

ITEM DESCRIPTION

Adopt a Resolution approving a contract in the amount of $187,460.00 with Gray's Excavating, LLC for the Main St. watermain replacement from 15th to 19th Street. This project is approved as CIP WA-12 for water system maintenance outlined in the Owner Supervised Program (OSP) project list.

BACKGROUND

The City's Strategic Plan 2025 – 2030 identified the Priority Area "Infrastructure," which had the stated goal to "Build and maintain infrastructure to provide safe and reliable services." A performance measure under this priority area was the completion of a water system study by 2026. This study was commissioned through Contract No. 2024-166, Task Order #13 and was performed by SC Engineering, LLC, dba Cochran as a part of Cochran's on call contract for engineering services with the City. This study was completed to analyze the City's existing system for fire protection needs and projected

growth conditions. This study also included water system infrastructure evaluation, identifying areas of concern, and recommendations for system and infrastructure evaluation.

The City identified the need to replace the Main Street water main from 15th to 19th Street through the Owner Supervised Program (OSP). The City requested pricing for the project from Amino Brothers, as well as on-call infrastructure repair contractors, Quality Plumbing and Gray's Excavating. Gray's Excavating was the lowest bid and has completed many successful projects for the City.

Gray's Excavating will install approximately 1,390 linear feet of 8-inch C900 PVC water main along Main Street from 15th Street to 19th Street. The project includes mobilization, traffic control, service transfers, resilient wedge gate valves, tees and reducers, fire hydrant assemblies, asphalt pavement repair, concrete driveway repair, gravel driveway repair, compacted granular backfill, pressure testing, water quality sampling, tie-ins, and final site restoration. This project will be working concurrently with the Main Street Improvements Project that is under construction currently (June 2026).

This project is part of the on-call Infrastructure repair contract 2023-048.2R.

FINANCIAL IMPACT

INFORMATION	DETAIL
Contractor:	Gray's Excavating, LLC
Amount of Request/ Contract:	$147,460.00
Amount Budgeted:	$1,000,000
Budget Year:	FY 2025-26
Funding Source/Account #:	430-75000-543200 WA-12
Account Balance:	$1,085,676.69 Date: 6/11/2026

PROJECT TIMELINE

INFORMATION	DETAIL
Estimated Start Date	June 15, 2026
Estimated End Date	September 30, 2026
Years and Months Contract in effect	0 years, 4 months
Number of times renewable	0

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with contract attached as Exhibit A.

REVIEWED BY

Requesting Director: Nathan Lea

Legal: James Newell

Administration: George Schmitz

City Administrator: Christine Cates

Budget: Lori Turner

SUPPORTING DOCUMENTS

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

IRS Form W-9	Yes	Finance Review: June 10, 2026
Bid/RFP/RFQ and Tabulation	Yes	
Bid Waiver: (less than three bids)	No	
Contractor address and email:	Yes	Nick Gray 1914 Fairground Dr. Pleasant Hill, MO 64080 816-365-0090 wnickgray@hotmail.com
Project Exemption Certificate needed:	No	

RESOLUTION 50-2026

A RESOLUTION APPROVING A CONTRACT WITH GRAY'S EXCAVATING, LLC FOR MAIN STREET WATER MAIN REPLACEMENT FROM 15TH STREET TO 19TH STREET

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

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

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

c. The contractor to whom the contract is awarded and any subcontractor under such contractor shall require all on-site employees to complete the above referenced ten-hour training program or such employees must hold documentation of prior completion of the program. Said contractor and subcontractor(s) shall comply with Section 292.675, RSMo 2009, in all respects as required in relation to work done pursuant to this contract.

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

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

f. “On-site employees” are defined as laborers, workmen, drivers, equipment operators, and craftsmen employed by contractors and subcontractors to be directly engaged in construction at the site of the public works. "Directly engaged in construction" shall mean work performed in the actual erection of the structure or completion of the improvement constituting the public works. In addition, employees working at a nearby or adjacent facility used by the contractor or subcontractor for construction of the public works shall be deemed "on-site employees." Persons engaged solely in the transportation of materials, fuel, or equipment to the site of the public works shall not be deemed to be "directly engaged in construction;” and

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

WHEREAS, the City's Strategic Plan 2025 – 2030 identified the Priority Area "Infrastructure," which had the stated goal to "Build and maintain infrastructure to provide safe and reliable services," and included the performance measure of completing a Water System Study by 2026; and

WHEREAS, this study was commissioned through Contract No. 2024-166, Task Order #13 and was performed by SC Engineering, LLC, dba Cochran (Cochran) as a part of Cochran's contract with the City for on-call engineering services; and

WHEREAS, the Water System Study was completed to analyze the City's existing system for fire protection needs and projected growth conditions and also included water system infrastructure evaluation, identifying areas of concern, and recommendations for system and infrastructure evaluation; and

WHEREAS, The City identified the need to replace the Main Street water main from 15th to 19th Street through the Owner Supervised Program; and

WHEREAS, in coordination with the Downtown Streetscape project, the Public Works Department prepared specifications and secured quotes for water main replacement from 15th Street to 19th Street; and

WHEREAS, the Department obtained three quotes and now recommends that the City award a contract to Gray's Excavating, LLC for work based on scope of services in the amount of 187,460.00

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

Section 1. The City Administrator is hereby authorized to enter into a contract with Gray's Excavating, LLC for Main Street water main replacement from 15th Street to 19th Steet in the amount of $187,460. A copy of the proposed Contract is attached hereto as Exhibit "A" and is incorporated herein.

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 6th day of July 2026.

CITY OF BLUE SPRINGS

_____

Chris Lievsay, Mayor

ATTEST:

_____

Erin Ford, City Clerk

EXHIBIT A

BLUE SPRINGS
MISSOURI

PUBLIC WORKS CONTRACT

EFFECTIVE DATE: June 15, 2026

TERMINATION DATE: September 30, 2026

CONTRACT NUMBER:

City	Contractor
City of Blue Springs 903 West Main Street Blue Springs, MO 64015	Gray's Excavating, LLC 1914 Fairground Dr. Pleasant Hill, MO 64080
Department: Public Works	Attention: Nick Gray
Phone: 816-228-0195	Phone: 816-365-0090

THIS CONTRACT, made and entered into this _____ day of _____ 2026, by the parties identified above.

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

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

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

1. **Services**

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

2. **Addition to Services**

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

3. **Exchange of Data**

All information, data, plans, and reports in the City's possession and necessary for the carrying out of the work, shall be furnished to the Contractor without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope

of services.

4. **Personnel**

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

5. **Term**

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

6. **Costs not to Exceed**

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

compensation.

7. **Payment**

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

b. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this Contract exceed the sum of $187,460.00 unless agreed to by City and Contractor in writing.

8. **Termination of Contract**

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

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

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

9. **Conflicts**

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

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

10. **Assignment**

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

11. **Discrimination**

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

12. **Occupational License**

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

13. **Compliance with Laws**

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

14. **American Made Products.**

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

15. **Nonresident/Foreign Contractors**

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

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

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

16. **General Independent Contractor Clause**

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

17. **City Benefits**

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

18. **Insurance**

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

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

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

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

c. Workers' Compensation. Statutory requirements.

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

19. **Liability and Indemnity**

The parties mutually agree to the following:

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

b. The Contractor shall defend, indemnify, and hold the City and its elected or appointed officials, officers, employees, and agents harmless from and against all actual claims and alleged claims and all damages, including but not limited to losses, liabilities, costs, expenses and attorney fees arising out of personal injuries, including illness or death, and damage to, or destruction of, property, which are caused by the Contractor or the Contractor's agents, employees, sub-contractors or by others for whom Contractor is liable arising out of or in any way connected with or resulting from, performance of, or failure to perform, this contract, regardless of whether or not caused in part by any act or omission of City, its elected or appointed officials, officers, employees or agents. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its Contract price.

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

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

which indemnification is sought.

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

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

20. **Excessive Unemployment Requirements**

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

21. **Bonds**

Pursuant to Section 107.170 RSMo.

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

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

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

any performance must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

22. **Liquidated Damages**

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

23. **Site**

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

24. **Prevailing Wage**

If this Contract is estimated to exceed $75,000 for the total project cost, not less than the prevailing hourly rate of wages for work of a similar character in this locality, as established by Prevailing Wage Order No. 33, Jackson County, and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri, shall be paid to all workers performing work under this contract. The penalties forfeited to the City for violations of the Prevailing Wage Act for each workman employed, for each calendar day, or portion thereof, such workman is paid less than their said stipulated rates for any work done under said Contract shall be one hundred dollars ($100) per worker, per day.

25. **OSHA Requirements**

Pursuant to Section 292.675 RSMo.

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

b. Any employee found on a work site subject to this section without documentation of the successful completion of the required course shall be afforded

twenty days to produce such documentation before being subject to removal from the project.

c. The contractor to whom the Contract is awarded and any subcontractor under such contractor shall require all on-site employees to complete the above referenced ten-hour training program or such employees must hold documentation of prior completion of the program. Said contractor and subcontractor(s) shall comply with Section 292.675, RSMo., in all respects as required in relation to work done pursuant to this contract.

d. The contractor shall forfeit as a penalty to the public body on whose behalf the contract is made or awarded, two thousand five hundred dollars ($2,500.00) plus one hundred dollars ($100.00) for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time period referenced in subparagraphs (a) and (b) above have elapsed.

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

f. "On-site employees" are defined as laborers, workmen, drivers, equipment operators, and craftsmen employed by contractors and subcontractors to be directly

engaged in construction at the site of the public works. "Directly engaged in construction" shall mean work performed in the actual erection of the structure or completion of the improvement constituting the public works. In addition, employees working at a nearby or adjacent facility used by the contractor or subcontractor for construction of the public works shall be deemed "on-site employees." Persons engaged solely in the transportation of materials, fuel, or equipment to the site of the public works shall not be deemed to be "directly engaged in construction."

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

If this contract, awarded to a business entity, exceeds five thousand dollars, the business entity, and any subcontractors of the business entity, shall, by affidavit and provision of documentation, affirm its or their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity, and any subcontractors of the business entity, shall also affirm by the affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A subcontractor shall provide similar affidavit and documentation to the Contractor at the time the subcontractor is hired pursuant to Section 15 CSR 60-15.020. The business entity and any subcontractor of the business entity shall be required to provide the affidavits described in this section to the City on an annual basis. The business entity is not required to provide the E-Verify Memorandum of Understanding, or similar document, showing the business entity is in fact, enrolled in E-Verify or similar program each year unless the business entity has updated or entered into a new Memorandum of Understanding. A federal work authorization program is any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by

the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L.99-603. *A business entity is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term business entity shall include but not be limited to self-employed individuals (except it shall not include a self-employed individual with no employees), partnerships, corporations, contractors, and subcontractors.*

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

WORK AUTHORIZATION AFFIDAVIT

STATE OF MO)
) ss.
COUNTY OF Jackson)

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

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

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

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

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

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

1. My name is Nick CoRay and I am currently the owner of CoRay's Excavating LLC (hereinafter "Company"), whose business address is 1914 Fairground OR. Pleasant Hill, MO 64080, and I am authorized to make this Affidavit.

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

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

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

Affiant / Contractor

Nick CoRay
Printed Name

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

Pamela J Schleif
Notary Public

SEAL

PAMELA J SCHLEIF
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES MAY 16, 2030
CASS COUNTY
COMMISSION #14457270

27. **Anti-Discrimination Against Israel Act**

If this agreement has a total potential value of $100,000 or more and Contractor has ten or more employees, the following applies: Pursuant to Section 34.600, RSMo, Contractor agrees to comply with Missouri law regarding the Anti-Discrimination Against Israel Act, and execution of this Contract constitutes Contractor's certification of compliance with the Anti-Discrimination Against Israel Act, including that it is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in, or with, Israel companies authorized by, licensed by, or organized under, the laws of the State of Israel; or persons or entities doing business in the State of Israel.

28. **Notices**

All notices required or permitted under this Contract are required to be in writing and may be given by first class mail addressed to City or Contractor at the addresses shown above or by hand delivering a copy of the same to the City or Contractor or may be given by any combination of these methods. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing.

29. **Jurisdiction**

This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Circuit Court of Jackson County, Missouri at Independence or the Federal District Court for the Western District of Missouri, as appropriate. Contractor submits to the personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to those courts.

30. **Warranty**

Contractor warrants that all workmanship shall be of good quality, in conformance with

bid specifications and guarantees all materials, equipment furnished, and work performed for a period of two (2) years from the date of completion and acceptance of the work that the completed work is free from all defects due to faulty materials or workmanship. The date of completion for all scopes of work shall be the last date of acceptance of all work in this Contract. Contractor shall, within ten (10) days' notice from the City, correct any work found to be defective, incorrect, or not in accordance with bid specifications.

31. **Severability**

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

32. **Entire Contract**

This Contract contains the entire Contract of the parties. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto and signed by both parties. This Contract supersedes all other agreements and conditions, including, but not limited to the Exhibits attached to this Contract.

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

SIGNATURES

GRAY'S EXCAVATING, LLC

Nick Gray, owner

Name, Title

CITY OF BLUE SPRINGS

_____

Dennis Dovel, Assistant City Administrator

APPROVED AS TO FORM

_____

City Attorney

EXHIBIT 1 – SCOPE OF WORK

Name of Contractor: Gray's Excavating, LLC

Scope of Work (Job Description):

In coordination with the Owner supervised program, Gray's Excavating will install approximately 1,390 linear feet of 8-inch C900 PVC water main along Main Street from 15th Street to 19th Street. The project includes mobilization, traffic control, service transfers, resilient wedge gate valves, tees and reducers, fire hydrant assemblies, asphalt pavement repair, concrete driveway repair, gravel driveway repair, compacted granular backfill, pressure testing, water quality sampling, tie-ins, and final site restoration.

All work shall be performed in accordance with Contractor's quote dated May 26, 2026 attached hereto and incorporated herein as Attachment A.

Start Date: June 15, 2026

Interim Deadlines (if applicable): N/A

Final Completion Date: September 30, 2026

Reimbursable Expenses: N/A

Maximum Payment:

Dollar Amount	Type or Total Payment / Expense
$187,460.00	Maximum payment for services rendered
$	Maximum amount of expenses to be reimbursed
$187,460.00	Total Maximum amount to be paid to the Contractor

Payment Schedule: Upon completion of the project.

Gray's Excavating LLC

1914 Fairground Drive
Pleasant Hill, MO 64080

May 26, 2026

City of Blue Springs
903 Main Street
Blue Springs, MO 64013

Main Street Water Main Replacement

Quote

Install 8" c900 and service connections on Main Street from 15th to 19th Street.

Includes- Payment Bond, materials listed from email on 5/1, equipment, labor, concrete repair, asphalt repair, 4-8" valves, 3 hydrants, 17 service connections, tie ins, pressure testing, and sampling

Total Cost $187,460.00

Does not Include- permits, seed, sod, rock breaking, or staking

Hard surface patches are 2ft wide as discussed.

Price is good for 30 days

Thanks,

Nick Gray
Gray's Excavating LLC
816-365-0090

Council Meeting Date: July 6, 2026

Agenda Item #: 3e

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: June 29, 2026

SUBMITTED BY: Nick Lightner

DEPARTMENT: Public Works Engineering

STRATEGIC PLAN PRIORITY: Infrastructure

ITEM TYPE: Contract

CONTRACT NUMBER:

ITEM DESCRIPTION

Adopt a Resolution approving a contract in the amount of $819,440.00 with SC Engineering LLC dba Cochran, for the Lead Service Line Project.

BACKGROUND

As part of its responsibilities as a public water system, the City of Blue Springs is conducting a lead service line inventory as required by the Missouri Department of Natural Resources (MDNR). This is an effort that complements the City's stated goal to perform a water system study as outlined in the Infrastructure Priority Area of the City of Blue Springs' Strategic Plan 2025 – 2030.

Staff issued a Request for Qualifications (RFQ) and received three submissions. After evaluating the proposals, staff determined that SC Engineering LLC dba Cochran is the most qualified firm to lead the project based on its experience and successful work with

the Missouri Department of Natural Resources and other municipalities on similar initiatives.

FINANCIAL IMPACT

INFORMATION	DETAIL
Contractor:	SC Engineering LLC dba Cochran
Amount of Request/ Contract:	$ 819,440.00
Amount Budgeted:	$ 100,000.00
Budget Year:	FY 2026-27
Funding Source/Account #:	
Account Balance:	$ 100,000.00 Date: 7/1/2026
Additional Funds Needed:	$ 719,440.00
Funding Source/Account #:	Budget Amendment is required

PROJECT TIMELINE

INFORMATION	DETAIL
Estimated Start Date	July 7, 2026
Estimated End Date	November 1, 2027
Years and Months Contract in effect	1 Year and 4 Months
Number of times renewable	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with Contract attached as Exhibit A.

REVIEWED BY

Requesting Director: Dennis Dovel

Legal: Jennifer Baird

Administration: George Schmitz

City Administrator: Christine Cates

Budget: Christine Cates

SUPPORTING DOCUMENTS

Document	**Required**	**If not required, explain**
Certificate of Insurance:	Yes	
E-Verify:	Yes	
Bond:	N/A	
IRS Form W-9	Yes	Finance Review: June 29, 2026
Bid/RFP/RFQ and Tabulation	Yes	
Bid Waiver: (less than three bids)	No	
Contractor address and email:	Yes	
Project Exemption Certificate needed:	N/A	

RESOLUTION 51-2026

A RESOLUTION APPROVING A CONTRACT WITH SC ENGINEERING LLC DBA COCHRAN FOR LEAD LINE SERVICE PROJECT

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

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

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

c. The contractor to whom the contract is awarded and any subcontractor under such contractor shall require all on-site employees to complete the above referenced ten-hour training program or such employees must hold documentation of prior completion of the program. Said contractor and subcontractor(s) shall comply with Section 292.675, RSMo 2009, in all respects as required in relation to work done pursuant to this contract.

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

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

f. “On-site employees” are defined as laborers, workmen, drivers, equipment operators, and craftsmen employed by contractors and subcontractors to be directly engaged in construction at the site of the public works. "Directly engaged in construction" shall mean work performed in the actual erection of the structure or completion of the improvement constituting the public works. In addition, employees working at a nearby or adjacent facility used by the contractor or subcontractor for construction of the public works shall be deemed "on-site employees." Persons engaged solely in the transportation of materials, fuel, or equipment to the site of the public works shall not be deemed to be "directly engaged in construction;” and

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

WHEREAS, the Public Works Department prepared specifications and secured quotations for Lead Service Line Project; and

WHEREAS, the Department received three bids and now recommends that the City award a contract to SC Engineering LLC dba Cochran, for work based on scope of services in the amount of $819,440.00.

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

Section 1. The City Administrator is hereby authorized to enter into a contract with SC Engineering LLC dba Cochran for the Lead Line service project in the amount of $819,440.00. A copy of the proposed Contract is attached hereto as Exhibit "A" and is incorporated herein.

Section 2. City staff is directed to perform all tasks necessary to implement said contract including submitting a FY 2026-27 budget amendment to Council for approval.

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 6th day of July 2026.

CITY OF BLUE SPRINGS

_____

Chris Lievsay, Mayor

ATTEST:

_____

Erin Ford, City Clerk

EXHIBIT A

BLUE SPRINGS
MISSOURI

CONTRACT FOR PROFESSIONAL SERVICES

EFFECTIVE DATE: July 7, 2026

TERMINATION DATE: December 31, 2027

CONTRACT NUMBER:

City	Contractor
City of Blue Springs 903 West Main Street Blue Springs, MO 64015	SC Engineering LLC dba Cochran 618 SW 3rd St Unit H Lee's Summit, MO 64063
Department: Public Works Engineering	Attention: Cochran Engineering
Phone: 816-655-0339	Phone: 816-207-5771

THIS CONTRACT, made and entered into this _____day of _____ 2026, by the parties identified above.

WHEREAS, the City of Blue Springs desires to engage the Consultant to perform certain professional and technical professional services which may include materials and equipment associated with the services, as hereafter described in **Exhibit 1**; and

WHEREAS, the Consultant shall provide said services under the terms, rates, and conditions specified in **Exhibit 1** as needed and upon request by the City; and

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

proposal.

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

1. **Services.**

The City agrees to engage the services of the Consultant and the Consultant agrees to perform the services at the rates hereinafter set forth as described in **Exhibit 1**, and as needed upon request by the City.

2. **Standard of Care.**

a. Consultant shall exercise the same degree of care, skill, and diligence in performance of all Services to the City that is ordinarily possessed and exercised by reasonable, prudent, and experienced professionals under similar circumstances.

b. Consultant represents it has all necessary licenses, permits, knowledge, and certifications required to perform the Services described herein.

3. **Addition to Services.**

The City may add to the Consultant services or delete therefrom activities of a similar nature to those set forth in **Exhibit 1**, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 7 hereof. The Consultant shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the office of the City Administrator or the Department Head for the City as related to this Contract, or his designee, with approval of the City Council if required, and shall be accepted and countersigned by the Consultant. To the extent any conflict exists between the terms of this Contract and any Consultant terms attached hereto or otherwise incorporated, the terms of this Contract control and supersede.

4. **Exchange of Data and Ownership of Work Product.**

a. All information, data, and reports in the City's possession and necessary for the carrying out of the work, shall be furnished to the Consultant without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

b. Consultant agrees that any documents, materials and work products produced in whole or in part through it under this Contract, and any intellectual property rights of consultant therein (collectively the "Works") are to be owned by the City. Accordingly, Consultant hereby assigns to the City all of its right, title, and interest in and to such Works.

c. Consultant shall endorse as necessary all plans, specifications, estimates, drawings, and data furnished by it.

5. **Personnel.**

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

6. **Term.**

The services of the Consultant shall commence as soon as practicable after the execution of this Contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of

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

7. **Costs not to Exceed.**

The City of Blue Springs is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this Contract which cannot be exceeded unless this Contract is amended. The Consultant providing services hereunder shall be required to keep track of hours billable under this Contract at all times; and any work in excess of the fixed sum shall not be eligible for payment. The Consultant shall notify the City if Consultant anticipates that the Contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Consultant shall establish a billing system showing the amount of money remaining on the Contract which shall be shown in each monthly billing.

8. **Media Announcements.**

Consultant shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City.

9. **Payment.**

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

with the schedule and description of services set forth in **Exhibit 1**.

b. Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Consultant annually under the terms of this Contract exceed the sum of $Click or tap here to enter text. unless agreed to by the City and Consultant in writing.

10. **Termination of Contract.**

a. **Termination for breach.** Failure of the Contractor to fulfill Contractor's obligations under this Contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in **Exhibit 1** shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Contractor by U.S. Postal Service Mail or by hand delivering a copy of the same to the Contractor; or may give notice by any combination of these methods. The date of termination shall be the date upon which notice of termination is hand delivered to Consultant or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished deconstruction, reconstruction, new construction, repairs, materials, drawings, plans, specifications, and other documents as required of the Contractor under this Contract shall at the option of the City become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such project; provided, that the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the Contract by the Contractor.

b. **Termination for Convenience.** The City shall have the right at any time by written notice to Consultant to terminate and cancel this contract, without cause, for the convenience of the City, and Consultant shall immediately stop work. In the event of

termination, all finished or unfinished deconstruction, reconstruction, new construction, repairs, materials, drawings, plans, specifications, and other documents as required of the Consultant under this Contract shall at the option of the City become its property. In such event City shall not be liable to Consultant except for payment for actual work performed prior to such notice in an amount proportionate to the completed Contract price and for the actual costs of preparations made by Consultant for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Consultant.

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

11. **Conflicts.**

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

12. **Assignment.**

The Consultant shall not assign any interest in this contract, and shall not transfer any

interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this contract, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this contract, though City will attempt to so notify any such assignee.

13. **Confidentiality of Documents.**

Any reports, data, design, or similar information given to or prepared or assembled by the Consultant under this Contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

14. **Discrimination.**

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

15. **Occupational License.**

The Consultant shall obtain and maintain an occupational license with the City of Blue Springs, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Consultant. No contract will be

executed by the City until this occupational license has been obtained.

16. **Compliance with Laws.**

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

17. **American Made Products.**

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

18. **Nonresident/Foreign Contractors.**

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

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

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

19. **Work Authorization Program.**

If this Contract awarded to a business entity is in excess of five thousand dollars ($5,000), the business entity, and any subcontractors of the business entity, shall, by sworn affidavit and provision of documentation, affirm it's or their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity, and any subcontractors of the business entity, shall also affirm by the affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A subcontractor shall provide similar affidavit and documentation to the Consultant at the time the subcontractor is hired pursuant to Section 15 CSR 60-15.020. The business entity and any subcontractor of the business entity shall be required to provide the affidavits described in this section to the City on an annual basis. The business entity is not required to provide the E-Verify Memorandum of Understanding, or similar document, showing the business entity is in fact, enrolled in E-Verify or similar program each year unless the business entity has updated or entered into a new Memorandum of Understanding. A federal work authorization program is any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L.99-603. A business entity is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term business entity shall include but not be limited to self-employed individuals (except it shall not include a self-employed individual with no employees), partnerships, corporations, contractors, and subcontractors.

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

WORK AUTHORIZATION AFFIDAVIT

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

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

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

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

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

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

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

1. My name is TOBY WILLIAMS and I am currently the REGIONAL MANAGER of SC ENGINEERING (hereinafter "Company"), whose business address is 618 SW 3RD ST, LEE'S SUMMIT, MO, and I am authorized to make this Affidavit.

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

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

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

Affiant / Contractor

TOBY WILLIAMS
Printed Name

Subscribed and sworn to before me this 1st day of July, 2024

Notary Public

SEAL

MEGAN RODGERS
NOTARY PUBLIC - STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES: 10/29/2026
COMMISSION# 18919561

20. **General Independent Contractor Clause.**

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

21. **City Benefits.**

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

22. **Insurance.**

Consultant agrees to maintain insurance as set forth below and provide to City certificates of coverage evidencing said coverage at the time of signing this Contract and on each anniversary of such insurance coverage during the term of this Contract and any renewals of this Contract, which certificates shall contain a provision that the policy will not be cancelled unless and until thirty (30) days' notice of said cancellation

has been given to the City, but, in any event, the Consultant, any time after the Contract has been signed, shall notify the City of any impending cancellation, actual cancellation, termination or nonrenewal of the policy by faxing or delivering to the City a copy of the insurer's cancellation, termination or nonrenewal notice to Consultant within two (2) business days of Consultant's receipt of said notice. Consultant shall also advise the City in writing within two (2) business days of any oral or other advisement by the insurer of any impending cancellation, actual cancellation, termination or nonrenewal of the policy. (If the City gives written permission for some of the work under this Contract to be subcontracted or it is subcontracted, Consultant shall assure that the subcontractor has the insurance set forth below and that the City and Consultant are listed as an additional insured on all of subcontractor's policies):

a. Comprehensive General Liability: Minimum limit of $3,000,000 combined single limit for bodily injury and property damage per occurrence with City named as an additional insured on the policy.

b. Comprehensive Automobile Liability: $2,000,000 combined single limit.

c. Workers' Compensation: Statutory requirements.

d. Professional Liability Insurance: Consultant agrees to maintain professional liability insurance in the amount of $2,000,000 per claim and in the aggregate during the term of this Contract.

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

23. **Liability and Indemnity.**

a. In no event shall the City be liable to the Consultant for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Consultant shall defend, indemnify, and hold the City and its elected or appointed officials, officers, employees and agents harmless from and against all actual claims and alleged claims and all damages, including but not limited to losses, liabilities, costs, expenses and attorney fees arising out of personal injuries, including illness or death, and damage to, or destruction of, property, which are caused by the Consultant or the Consultant's agents, employees, sub-contractors or by others for whom Consultant is liable arising out of or in any way connected with or resulting from, performance of, or failure to perform, this contract, regardless of whether or not caused in part by any act or omission of City, its elected or appointed officials, officers, employees or agents. Consultant affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its Contract price.

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

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

which indemnification is sought.

e. Consultant's obligation to indemnify and hold harmless shall remain in effect and shall be binding on Consultant whether such injury shall accrue, or may be discovered, before or after termination of this contract.

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

24. **Anti-Discrimination Against Israel Act.**

If this Contract is over $100,000.00, pursuant to Section 34.600, RSMo, Consultant agrees to comply with Missouri law regarding the Anti- Discrimination Against Israel Act, and execution of this Contract constitutes Consultant's certification of compliance with the Anti- Discrimination Against Israel Act, including that it is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in, or with, Israel companies authorized by, licensed by, or organized under, the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

25. **Tax Exempt.**

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

26. **Safety.**

In the performance of the services, Consultant shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent federal, state and/or local safety or environmental codes.

27. **Covenant Against Contingent Fees.**

The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this contract, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this Contract without liability or, at its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

28. **Notices.**

All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid). Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section):

To City:	To Consultant:
City of Blue Springs	SC Engineering LLC dba Cochran
Attn: Nick Lightner	618 SW 3rd St Unit H
903 W. Main Street	Lee's Summit, MO 64063
Blue Springs, MO 64015	
nlightner@bluespringsmo.gov	

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the City and the Consultant.

29. **No Third-Party Rights.**

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

30. **Jurisdiction.**

This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Circuit Court of Jackson County, Missouri at Independence or the Federal District Court for the Western District of Missouri, as appropriate. The Parties submit to the personal jurisdiction of and waive any personal jurisdiction or inconvenient forum objection to those courts.

31. **Waiver.**

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

32. **Severability.**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any invalid, illegal, or unenforceable provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be invalid, illegal or unenforceable. The parties further agree to amend this Agreement to replace any stricken provision with a valid, legal and enforceable provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Agreement from being invalidated should a provision which is of the essence of this Agreement be determined to be invalid, illegal or unenforceable.

33. **Entire Contract.**

This Contract contains the entire contract of the parties. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto and signed by both parties. This Contract supersedes all other agreements and conditions, including, but not limited to the Exhibits attached to this Contract.

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

SIGNATURES

SC ENGINEERING LLC DBA COCHRAN

Toby Williams

CITY OF BLUE SPRINGS

Dennis Dovel, Assistant City Administrator

APPROVED AS TO FORM

/s/ Jennifer Baird

City Attorney

EXHIBIT 1 – SCOPE OF WORK

Name of Consultant: SC Engineering LLC dba Cochran

Scope of Work (Job Description):

The purpose of the Lead Service Line Inventory Construction Administration is to provide project administration and field inspection service for manual visual verification of approximately 14,650 service lines as identified on the MDNR inventory spreadsheet and confirmed by City staff.

All work shall be performed in accordance with Contractor's Fee and Scope of work attached hereto and incorporated herein as Attachment A.

Start Date: July 7, 2026

Interim Deadlines (if applicable):

Date	Phase of Project to be Completed
10/26	**Phase 1**
02/27	**Phase 2**
06/27	**Phase 3**
10/27	**Phase 4**

Final Completion Date: November 1, 2027

Reimbursable Expenses: N/A

Maximum Payment:

Dollar Amount	Type or Total Payment / Expense
$819,440.00	Maximum payment for services rendered

$0	Maximum amount of expenses to be reimbursed
$819,440.00	Total Maximum amount to be paid to the Contractor

Payment Schedule:

Phase 1 Bidding Phase: $212,360.00

Phase 2 Bidding Phase: $202,360.00

Phase 3 Bidding Phase: $202,360.00

Phase 4 Bidding Phase: $202,360.00

ATTACHMENT A

SCOPE OF SERVICES

The purpose of the Lead Service Line Inventory Construction Administration is to provide project administration and field inspection services for manual visual verification of approximately 14,650 service lines as identified on the MDNR inventory spreadsheet and confirmed by City staff. The total number of verifications will be split into 4 phases to provide a manageable number of verifications and provide the opportunity to secure additional contractors as needed to keep up with the overall project schedule. Two-point verification is required by MDNR which will entail manual excavation and exposure of the "City Side" and "Customer Side" of each service line material previously identified in the MDNR inventory spreadsheet as "Unknown". All service line materials will be catalogued and submitted to MDNR before the November 1, 2027 deadline.

A. Bidding Phase

1. Develop Project Manual to include project specific scope and technical specifications. All service line addresses shall be identified in each phase including quantities required to complete project scope.
2. Advertise bid by posting on plan holder sites.
3. Hold pre-bid meeting to answer contractor questions and issue addenda, if required.
4. Hold the bid opening, review contractor bids and prepare bid tabulation sheet. Subsequently, investigate low bidder(s) as required to evaluate their ability to perform the work and verify references. Finally, consult with Owner regarding an award of bid.

B. Construction Administration

1. Serve as the City's representative for administering the terms of the construction contract per the Project Manual.
2. Hold a pre-construction conference to discuss the project details with the awarded contractor.
3. Maintain MDNR Lead Service Line Inventory Spreadsheet based on contractor data. Submit final spreadsheet to MDNR.
4. Prepare change orders for issuance by the City as necessary and ensure that proper approvals are made prior to work being performed.
5. Review shop drawings, submittals, wage rates, pay applications and other items called for in the contract documents.
6. Field and resolve property owner questions and concerns.

7. Provide progress updates with City staff.
8. Provide punch list and perform project closeout.

C. Construction Inspection

1. Provide part-time on-site inspection services, as needed, to observe the awarded contractor's progress and quality of work performed to determine if the work conforms to the contract documents.
2. Reject work not conforming to the project documents.
3. Physically verify quantities for pay applications.
4. Verify restoration is complete.

SERVICES NOT INCLUDED

1. Full-Time Construction Inspection
2. As-Bulit Drawings
3. Services related to lead service line replacements/repairs
4. Third point/inside property inspections
5. Physical excavations to identify service line material such as hydro excavating or potholing
6. Concrete and asphalt testing
7. Destructive testing
8. Traffic Control Plans

FEE:

Phase 1 – The amount of fee to be paid for the Scope of Services for Items A thru C as outlined above shall be a lump sum fee for each item as shown below:

A. "Bidding Phase"	**$32,160.00**
B. "Construction Administration"	**$55,400.00**
C. "Construction Inspection"	**$124,800.00**
Phase 1 Total	**$212,360.00**

Phase 2 - The amount of fee to be paid for the Scope of Services for Items A thru C as outlined above shall be a lump sum fee for each item as shown below:

A. "Bidding Phase"	**$22,160.00**

B. “Construction Administration” **$55,400.00**

C. “Construction Inspection” **$124,800.00**

Phase 2 Total **$202,360.00**

Phase 3 - The amount of fee to be paid for the Scope of Services for Items A thru C as outlined above shall be a lump sum fee for each item as shown below:

A. “Bidding Phase” **$22,160.00**

B. “Construction Administration” **$55,400.00**

C. “Construction Inspection” **$124,800.00**

Phase 3 Total **$202,360.00**

Phase 4 - The amount of fee to be paid for the Scope of Services for Items A thru C as outlined above shall be a lump sum fee for each item as shown below:

A. “Bidding Phase” **$22,160.00**

B. “Construction Administration” **$55,400.00**

C. “Construction Inspection” **$124,800.00**

Phase 4 Total **$202,360.00**

Total Project Fee: **$819,440.00**

Council Meeting Date: July 6, 2026

Agenda Item #: 3f

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: June 24, 2026

ITEM TYPE: Other

SUBMITTED BY: Erin Ford

CONTRACT NUMBER: N/A

DEPARTMENT: Administration

STRATEGIC PLAN PRIORITY: Community Identity

ITEM DESCRIPTION

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

BACKGROUND

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

Board of Adjustment

- Adriane Handy, Member, Term expires May 2031, New appointment
- Mary Jo Goettling, Member, Term expires May 2030, New appointment
- Matthew Johnston, Alternate Member 1, Term expires May 2031, New appointment

Community Development Block Grant Advisory Committee

- Ken Horrell: Chair, Term expires May 2027, Reappointment
- Ken Horrell: Park Commission Representative, Term expires May 2027, Reappointment
- Lyle Shaver, Downtown Alive Representative: Term expires May 2027, Reappointment
- Chris Henning, Planning Commission Representative, Term expires May 2027, New Appointment
- Adriane Handy: Community Member, Term expires May 2027, New Appointment

Development Advisory Committee

- Ighodalo Ifada, Building Industry 2, Term expires May 2029, New Appointment

Park Commission

- Carman Booker, Member, Term expires May 2029, New Appointment
- Randy Cooper, Member, Term expires May 2027, New Appointment

Public Safety Citizens' Advisory Board

- Matt Calhoun, Chair, Term expires May 2027, Reappointment
- Matt Calhoun, Member, Term expires May 2028, Reappointment

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	July 6, 2026
Estimated End Date	Varies based on term length

STAFF RECOMMENDATION

N/A

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. N/A

REVIEWED BY

Requesting Director: Erin Ford

Administration: George Schmitz

Budget: N/A

Legal: N/A

City Administrator:

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: June 29, 2026

ITEM TYPE: Other

SUBMITTED BY: Erin Ford

CONTRACT NUMBER: N/A

DEPARTMENT: Administration

STRATEGIC PLAN PRIORITY: Community Identity

ITEM DESCRIPTION

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

BACKGROUND

The City of Blue Springs and Blue Springs School District Joint Committee will provide a forum for City Council and School Board members to discuss issues of mutual interest, strengthen communication, and identify opportunities for collaboration that benefit Blue Springs residents, students, businesses, and taxpayers.

The Committee is intended to facilitate information sharing, long-range planning, and strategic alignment while preserving the independent decision-making authority of both the City Council and Board of Education.

The list of the Mayor's 2026 City Council appointments to serve as representatives to the Joint Committee, effective immediately and with terms of one year are as follows:

The City of Blue Springs and Blue Springs School District Joint Committee:

- District 1 Councilmember Galen Ericson
- District 2 Councilmember Katie Tholen
- District 3 Councilmember Nick Brummel

PROJECT TIMELINE

Estimated Start Date	July 6, 2026
Estimated End Date	May 1, 2027

STAFF RECOMMENDATION

N/A

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. N/A

REVIEWED BY

Requesting Director: Erin Ford

Legal: N/A

Administration: George Schmitz

City Administrator: Christine Cates

Budget: N/A

BLUE SPRINGS
MISSOURI

CITY COUNCIL

July 6, 2026

EXHIBITS FOR PUBLIC HEARING

MIDNIGHT INK

CONDITIONAL USE PERMIT

(CUP-05-26-9882)

EXHIBIT #1 City Council Information Form dated June 23, 2026 with the following attachments: Staff Report with attachments; Site Location Map; Site Location Zoning Map; Applicant Narrative; Affidavit of Publication; 185-ft Map; Owners List; Resident Letter and Bill approving the Conditional Use Permit

EXHIBIT 1
CITY COUNCIL
MIDNIGHT INK
CONDITIONAL USE PERMIT
(CUP-05-26-9882)
JULY 6, 2026

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: June 23, 2026

ITEM TYPE: Public Hearing / Ordinance

SUBMITTED BY: Shantele Frie

CONTRACT NUMBER: N/A

DEPARTMENT: City Development

STRATEGIC PLAN PRIORITY: Balanced Growth

ITEM DESCRIPTION

A public hearing is being held at the request of the applicant, Katelynn Farris, Midnight Ink, for consideration to approve a Conditional Use Permit allowing the body art service uses on a 0.93 +/- acre property. The applicant is requesting to operate a tattoo studio, by appointment only, on property addressed 2307 NW South Outer Road. (CUP-05-26-9882) Upon conclusion of the public hearing, a bill approving the Conditional Use Permit will ready for introductions and readings.

BACKGROUND

The applicant is requesting approval of a Conditional Use Permit (CUP-05-26-9882) to operate a tattoo studio Midnight Ink at 2307 NW South Outer Road. The Conditional Use Permit is required for all body art services to operate in the City of Blue Springs. The "GB" General Business is intended to accommodate general trades and commercial services at specific points on arterials outside central and neighborhood business

districts.

In 2025, the City adopted a Unified Development Code Text Amendment (UDCT-04-25-9554) Body Art Code Amendment, which amended the Unified Development Code to increase the number of permitted Body Art Services establishments in the City from one (1) per 15,000 residents to one (1) per 6,000 residents. The City of Blue Springs currently has seven (7) active body art business licenses on record.

Under Missouri Revised Statues Chapter 324, tattooing and body art services are regulated, and practitioners must be licensed by the Missouri Division of Professional Registration-Office of Tattooing, Piercing, and Branding.

STAFF RECOMMENDATION

Staff recommends approval of the Conditional Use Permit with Alternative Design Standards with the following two (2) conditions:

1. Approval by the City Council based on the representation of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC unless specified by the following Alternative Development Standards:

    a. The Conditional Use Permit allows "Body Art Service" land use to be allowed in accordance with the Special Use Standards Section of the UDC 405.050 (33) at the property addressed 2307 NW South Outer Road.

2. Prior to the issuance of a Business License for the City of Blue Springs, an updated Tattooist and Tattoo establishment license must be provided.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning Commission

Date: June 22, 2026

Action: Recommended approval of Conditional Use Permit with Alternative Development Standards with the conditions: 8 Aye, 1 No

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Staff Report with attachments; Site Location Map; Site Location Zoning Map; Applicant Narrative; Affidavit of Publication; 185-ft Map; Owners List; Resident Letter
2. Bill approving the Conditional Use Permit

REVIEWED BY

Requesting Director: Nic Hutchison

Legal: James Newell

Administration: George Schmitz

City Administrator: Christine Cates

Budget: N/A

PLANNING APPLICATION REVIEW STAFF REPORT

Project Information

Meeting Dates:

Planning Commission: June 22, 2026

City Council Date: July 6, 2026

Project Name: Midnight Ink

Site Location: 2307 NW South Outer Road

Applicant: Katelynn Farris

Property Owner: 2307 NW South Outer Road LLC

Staff Planner: Shantele Frie, Planner III

Project Request:

CUP-05-26-9882: Conditional Use Permit with Alternative Development Standards for Midnight Ink to allow body art services use in General Business zoning located within 500 feet of residential use.

Project Description:

The applicant, Katelynn Farris, is requesting approval of a Conditional Use Permit to operate a body art services establishment, specifically a tattoo studio, within an existing

commercial tenant space located at 2307 NW South Outer Road. Pursuant to the Unified Development Code, body art services require approval of a Conditional Use Permit prior to operation within the City of Blue Springs. The subject property is zoned "GB" General Business, a district intended to accommodate a variety of commercial and service-oriented uses along arterial roadways outside of the City's central and neighborhood business districts. In conjunction with the Conditional Use Permit request, the applicant is also seeking approval of Alternative Development Standards to waive the required 500-foot separation from residential uses.

A Unified Development Code Text Amendment, **UDCT-04-25-9554—Body Art Code Amendment**, amended the Unified Development Code to increase the allowable number of Body Art Service establishments within the City from one (1) establishment per 15,000 residents to one (1) establishment per 6,000 residents. Approval of this Conditional Use Permit would result in a total of nine (9) body art establishments operating within the City of Blue Springs.

Under Missouri Revised Statutes Chapter 324, tattooing and body art services are regulated, and practitioners must be licensed by the Missouri Division of Professional Registration-Office of Tattooing, Body Piercing, and Branding.

Staff Recommendation:

Staff recommends approval of the Conditional Use Permit with conditions. Conditions are identified at the end of the staff report.

Previous Actions:

Date	Review Body	Action
08/06/1979	City Council	Approved Rezoning from B-2 to B-3 for Blue Springs Ford (R-04-1979)(ORD 1040)

Future Applications:

No future applications currently.

Adjacent Properties:

Direction	Current Zoning	Current Land Use(s)
North:	Right-of-Way	EB I-70 Highway
South:	"GB" General Business "RC" Regional Commercial	Service Offices Vacant/undeveloped parcel
East:	"GB"-General Business	Vacant/undeveloped parcel Google Fiber Hut
West:	"RC"-Regional Commercial	Fun Run Business

Conditional Use Permit Analysis

A conditional use permit provides flexibility for different uses within a zoning district and allows the potential for uses that, due to their varying design and operational characteristics, of the use or due to conditions in the area, are not generally appropriate in that district, but require a case-specific review to determine the compatibility in a specific context and location.

Special Use Standards:

Per UDC Section 405.050(33), the following regulations shall apply to all Body Art Services. Body art services shall be subject to the following standards and requirements:

a. As a conditional use, body are services may not locate or expand any existing operation within five hundred (500) feet of any residential use or district, church, school, or public park. The distance between these uses shall be measured in a straight line from the boundary of any property containing the body art service and the boundary of any property zoned residential or in use for a residential purpose, church, school, or public park.

Staff Response: Staff evaluated the subject property in relation to the surrounding land uses and zoning districts. Based on this analysis, the proposed location is within five hundred (500) feet of residentially zoned property, residential uses, and a church. As a result, the applicant is requesting a waiver from the required separation standard.

b. No permit or license may be issued for a body art service establishment where it is determined that the total number of such facilities will exceed a population density factor of one (1) establishment per six thousand (6,000) residents based on the official population adopted annually by the City Council. This shall not restrict multiple artists from co-location in an establishment.

   Staff Response: Based on the current population figures and the corresponding maximum allowance of ten (10) body art service establishments citywide, staff have reviewed the existing number of permitted facilities. The addition of the proposed establishment will not cause the total number of body art establishments to exceed the maximum permitted threshold. Therefore, the request is compliant with the population density requirements of the Unified Development Code.

c. No permit or license shall be issued for a body art service establishment or body art service provider without providing evidence of licensing from the State of Missouri.

   Staff Response: Staff recommends that submission of valid state licensing documentation be required prior to the issuance of a business license or certificate of occupancy for the proposed establishment. With this condition satisfied, the request will comply with the applicable Unified Development Code.

Land Use & Density:

The existing land use of this property is commercial business.

Building Typology:

Since development is not proposed, the building typology is not applicable.

Architectural Character:

The proposed use will be located within an existing tenant space and does not include any exterior building modifications. As such, the building's existing architectural character will remain unchanged.

Parking:

Parking is provided with the existing commercial use.

Streets & Sidewalks:

The site is not being developed; therefore, street and sidewalk requirements are not applicable.

Pedestrian Access:

No exterior modifications to the site are proposed as part of this request; therefore, the existing on-site pedestrian access and circulation will remain unchanged.

Traffic:

A traffic impact study is not required for this project.

Stormwater:

There is no development with the CUP; therefore, it does not impact existing stormwater runoff.

Sanitary Sewer:

The proposed body art service establishment will occupy an existing building.

Signage:

Any signs will be reviewed under an Administrative Sign Permit, provided they comply with the Sign Code.

Preservation:

The site is currently developed, and the applicant is not requesting any further modifications.

Phasing:

No further development is proposed at this time.

Review Criteria

A Conditional Use Permit shall be reviewed according to the following criteria:

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

   Staff Response: The proposed body art service establishment is consistent with the intent of the underlying zoning district, which is intended to accommodate a range of commercial uses that provide services to the community. Body art services are considered a personal service use that is compatible with other permitted and conditionally permitted commercial activities within the district.

   Additionally, the proposed use is not anticipated to adversely impact adjacent or nearby properties. The establishment will operate within an existing commercial building and is subject to all applicable operational and locational standards outlined in the Unified Development Code, including separation requirements and state licensing provisions. As such, the use is compatible with the

surrounding land uses and supports the overall intent of both the subject zoning district and any abutting districts.

2. Compliance of any proposed development with the requirements of this Development Code.

   Staff Response: The proposed body art service establishment generally complies with the applicable requirements of the Unified Development Code. The use will be located within an existing commercial building and does not require any additional site improvements. Staff's review found the proposed location to be within five hundred (500) feet of residentially zoned property and residential uses; therefore, the applicant is requesting approval of Alternative Development Standards to waive the required separation distance. Aside from the requested waiver, the proposal complies with all applicable zoning and operational standards for body art establishments.

3. Whether any additional site-specific conditions are necessary to meet the purposes and intent of this Development Code and the intent or design objectives of any applicable Subsections of this Development Code.

   Staff Response: No additional site-specific conditions are necessary beyond standard code requirements. The proposed use is compatible with the existing building and surrounding area and will comply with all applicable provisions of the Unified Development Code.

4. The impact on the public realm, including the design and functions of streetscapes and relationships of building and site elements to the streetscape.

   Staff Response: The proposed use is located within an existing commercial building and does not include any exterior modifications or changes to the site

layout. As such, no impacts on the public realm, streetscape design, or the building's relationship to the street are anticipated. The existing site conditions will remain unchanged and continue to function in accordance with the intent of the Unified Development Code.

5. The adequacy of drainage, utilities, and other public facilities.

   Staff Response: The proposed use will be served by existing drainage, utilities, and public facilities.

6. Compatibility with the character of the area in terms of building scale, building form, landscape, and site design.

   Staff Response: The proposed use is located within an existing commercial building and does not include any changes to building scale, form, landscaping, or site design. As such, the request is compatible with the existing character of the area and surrounding development.

7. Compatibility with the area in terms of operating characteristics such as hours of operation, visible and audible impacts, traffic patterns, intensity of use as proposed or foreseeable, and other potential impacts on adjacent properties.

   Staff Response: The proposed body art service establishment is not anticipated to adversely affect surrounding properties with respect to operating characteristics. The use is expected to generate minimal noise, traffic, and activity levels typical of personal service use within a commercial area. All operations will be conducted within an enclosed building, limiting visible and audible impacts. As such, the proposed use is compatible with the surrounding area in terms of hours of operation, traffic patterns, and overall intensity of use.

8. The application will not prevent the development and use of the neighboring properties in accordance with the applicable development regulations.

   Staff Response: The proposed use will not impede the development or use of neighboring properties in accordance with applicable development regulations. The establishment is located within an existing commercial building and is consistent with permitted uses in the area, ensuring continued compatibility with surrounding properties and their future development potential.

9. The long-range plans applicable to the site and the surrounding area are not negatively impacted, considering the permanence of the proposed use, the permanence of existing uses in the area, and any changes in character occurring in the area.

   Staff Response: The proposed use is consistent with the area's long-range plans and is not expected to adversely affect the surrounding development pattern. The body art service establishment is a commercial use within an existing commercial building and aligns with the area's established character. The use is not expected to alter the trajectory of future development or conflict with the permanence of existing uses.

10. The recommendations of professional staff.

    Staff Response: Staff recommends approval of the Conditional Use Permit, subject to the conditions listed at the end of the staff report.

Staff Recommendation:

Staff recommends approval of the Conditional Use Permit application with the following two (2) conditions:

1. Approval by the City Council based on the representation of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC unless specified by the following Alternative Development Standards:

    a. The Conditional Use Permit allows "Body Art Service" land use to be allowed in accordance with the Special Use Standards Section of the UDC 405.050 (33) at the property addressed 2307 NW South Outer Road.

2. Prior to the issuance of a Business License for the City of Blue Springs, an updated Tattooist and Tattoo establishment license must be provided.



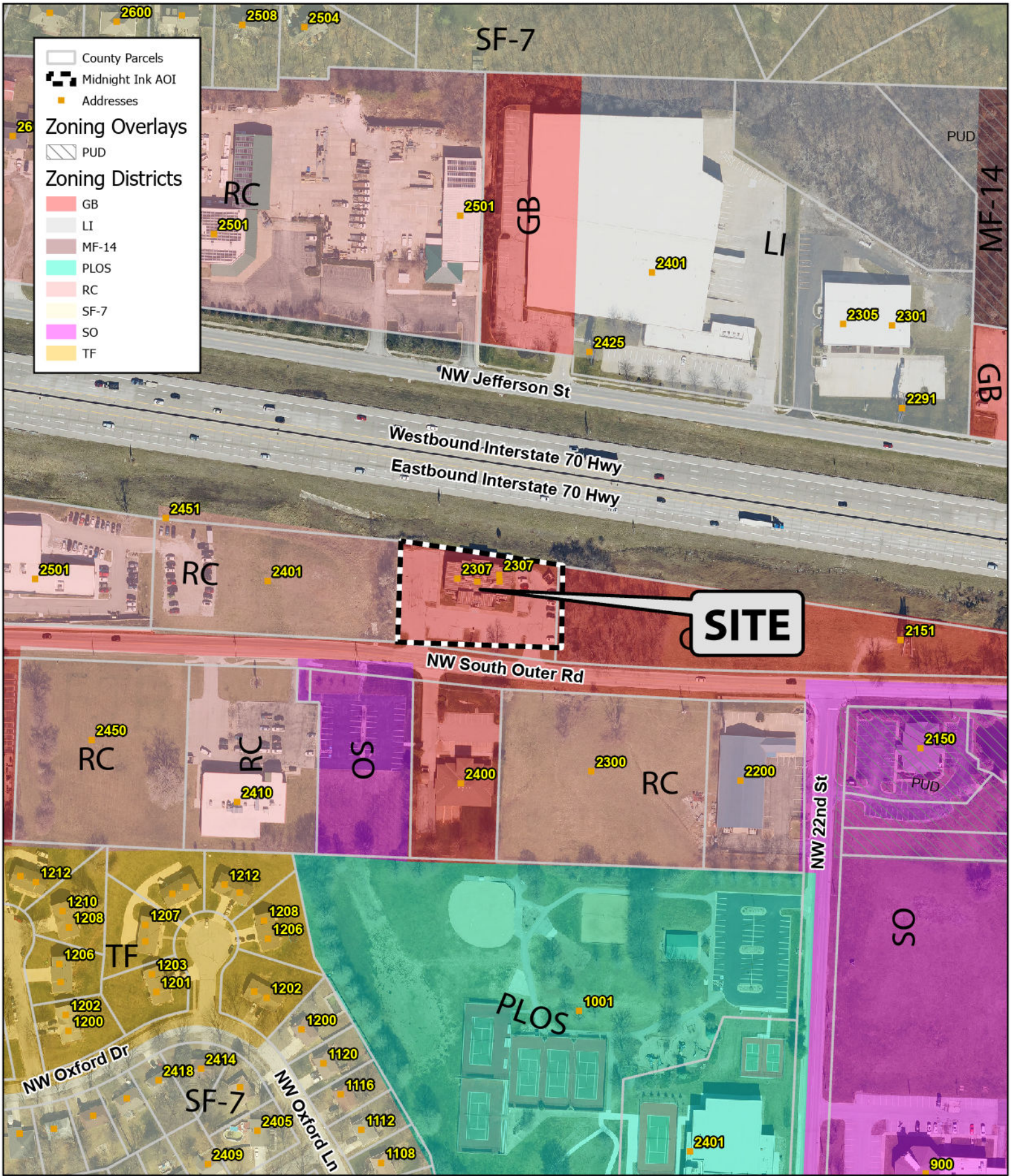
BLUE SPRINGS MISSOURI

CUP-05-26-9882
2307 NW SOUTH OUTER RD
AERIAL LOCATION MAP

N

1" = 200'

Date: 05/27/26



BLUE SPRINGS MISSOURI

CUP-05-26-9882
2307 NW SOUTH OUTER RD
SITE LOCATION AND ZONING MAP

N

1" = 200'

Date: 05/27/26

Written Narrative – Proposed Tattoo Studio

Business Name: Midnight Ink Tattoo Studio

Location: ~~[Insert Address]~~ 2307 NW south outer rd, Blue Springs MO ste 203

Proposed Use, Intensity, and Extent of Development

The proposed use is a professional tattoo studio operating within an existing commercial building. Midnight Ink provides custom tattoo services and artistic body art in a clean, professional, and welcoming environment. The business is a low-impact personal service establishment that does not involve manufacturing, outdoor operations, hazardous processes, or activities that generate excessive noise, traffic, or environmental impacts. Services are performed by licensed tattoo artists at individual workstations, resulting in a limited number of clients on-site at any given time. No exterior building modifications or significant site alterations are proposed.

Consistency with Zoning District Intent and UDC Objectives

Midnight Ink aligns with the intent of the zoning district by providing a service-oriented business that contributes to the local economy and expands the variety of professional services available within the community. The studio supports small business growth, entrepreneurship, and artistic expression while remaining compatible with surrounding commercial uses.

Compliance with Applicable Requirements

The proposed business will comply with all applicable city, county, and state regulations regarding health, sanitation, building occupancy, signage, and public safety. Tattoo services will be performed in accordance with Missouri regulations and industry best practices.

Compatibility with Area Character

Midnight Ink will operate within an existing commercial space and maintain the established character of the surrounding area. The business complements nearby retail and service establishments and does not require alterations that would negatively affect the appearance of the neighborhood.

Adequacy of Infrastructure and Public Facilities

Existing utilities, roadways, parking facilities, and public services are adequate to support the proposed use. No additional public infrastructure improvements are anticipated or required.

Access, Traffic, and Parking

Customer access will be provided through existing entrances and parking facilities. Traffic generated by the business is expected to be comparable to other personal service establishments and will not create congestion or safety concerns. Many services are appointment-based, helping to distribute customer visits throughout operating hours.

Duration of Use

The proposed use is intended to be a permanent business operating in compliance with all applicable regulations and permit requirements.

Community and Economic Benefit

Midnight Ink contributes to the local economy by creating employment opportunities, attracting clients from surrounding communities, and supporting nearby businesses. The studio actively participates in charitable fundraising efforts and community outreach projects that benefit local organizations and residents. In addition to providing professional tattoo services, Midnight Ink supports community-focused initiatives such as the Worn Proud Project, a nonprofit organization dedicated to helping individuals transform scars into empowering works of art through tattooing. The studio has also organized and participated in fundraising events that have generated significant financial support for local charitable causes, including animal rescues and community organizations. These efforts demonstrate Midnight Ink's commitment to being more than a business; it serves as a positive community partner that promotes artistic expression, personal empowerment, and charitable engagement.

Compatibility of Operating Characteristics

Business operations are conducted entirely indoors in a controlled and professional environment. Noise levels are minimal and similar to those of other service-oriented businesses. Hours of operation are consistent with surrounding commercial establishments.

Impact on Adjacent Properties

The proposed use will not negatively impact neighboring properties. Activities are conducted indoors and do not generate excessive noise, odors, glare, or other nuisances. The business is compatible with adjacent commercial and mixed-use properties.

Consistency with Long-Range Community Goals

Midnight Ink supports community goals related to economic development, small business growth, creative entrepreneurship, and community engagement. Through its charitable work, educational opportunities for aspiring tattoo artists, and support of nonprofit initiatives such as the Worn Proud Project, the business contributes to a stronger and more connected community.

Additional Community Impact Statement

Midnight Ink strives to create a welcoming and inclusive environment where clients can express themselves through art in a safe and professional setting. Beyond tattooing, the studio serves as a resource for individuals seeking confidence, healing, and self-expression. Through charitable events, partnerships with local organizations, and support for community causes, Midnight Ink has established itself as a business dedicated to making a meaningful and lasting positive impact both within the local economy and the community as a whole.

owner- Katelynn Farris Katelynn Farris

building owner- Wade Rustad

THE EXAMINER

See Proof on Next Page

AFFIDAVIT OF PUBLICATION

State of Florida, County of Orange, ss:

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

Publication Dates:

- Jun 6, 2026

Printer's Fee: $151.70

Anjana Bhadoriya

Anjana Bhadoriya
Agent

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

VERIFICATION

State of Florida
County of Orange

Signed or attested before me on this: 06/08/2026

Jessica Gordon-Thompson
Notary Public - State of Florida
Commission # HH301656
Expires on 08/17/2026
Notarized remotely online using communication technology via Proof.

PUBLIC NOTICE

Conditional Use Permit I CUP-05-26-9882
"Midnight Ink"
2307 NW South Outer Road
Parcel # 35-620-06-02-00-0-00-000

Notice is hereby given that a public hearing will be held by the Planning Commission of the City of Blue Springs on **Monday, June 22, 2026 at 6:30 p.m.** in the Council Chambers of the Howard L. Brown Public Safety Facility at 1100 SW Smith Street for the purpose of hearing interested parties and citizens on a request by the applicant, Katelynn Farris, on behalf of the property owner, 2307 NW South Outer Road LLC, for approval of a Conditional Use Permit with Alternative Development Standards to allow "Body Art Service" in the General Business zoning district at 2307 NW South Outer Road. Interested parties may view the application materials on file by contacting the Community Development Department via email at ComDevLegal@bluespringsmo.gov or at City Hall at 903 W Main Street, Blue Springs, MO. The site is legally described as follows:

SEC-25 TWP-49 RNG-31 E 270' OF TH E 1/2 OF SW 1/4 NW 1/4 LY S OF ROW OF MO STATE HWY I-70 (EX PT IN RD)(unplatted land)

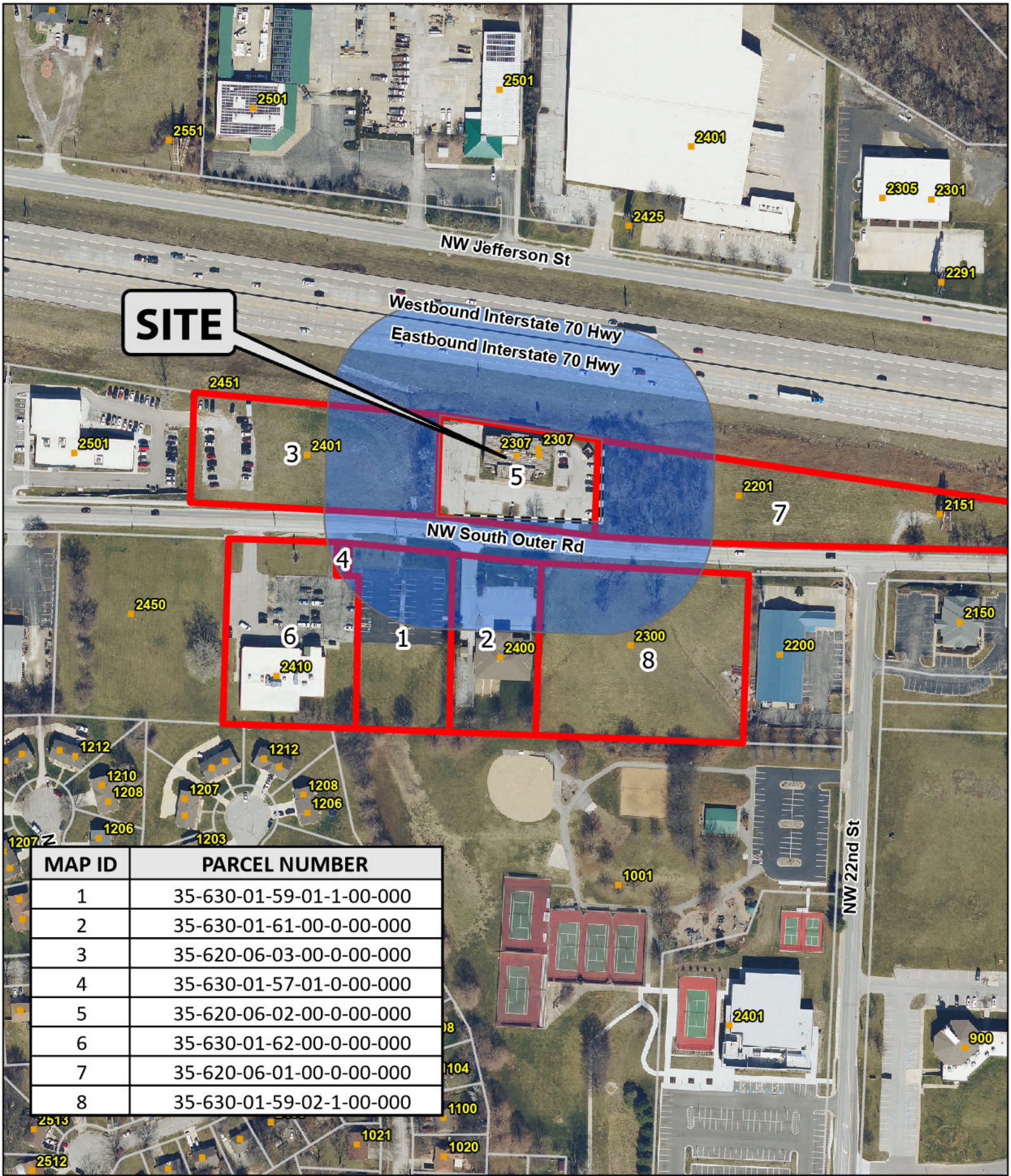
CITY OF BLUE SPRINGS
Planning Commission
By: Shantele Frie, Planner III

The City Council of the City of Blue Springs will also hold a public hearing on the above noted Conditional Use Permit / CUP-05-26-9882 on **Monday, July 6, 2026 at 6:00 p.m.** in the Council Chambers of the Howard L. Brown Public Safety Facility to consider the application and the recommendation of the Planning Commission.

CITY OF BLUE SPRINGS
City Council

Published in the Examiner, Jun 6, 2026

4623430



MAP ID	PARCEL NUMBER
1	35-630-01-59-01-1-00-000
2	35-630-01-61-00-0-00-000
3	35-620-06-03-00-0-00-000
4	35-630-01-57-01-0-00-000
5	35-620-06-02-00-0-00-000
6	35-630-01-62-00-0-00-000
7	35-620-06-01-00-0-00-000
8	35-630-01-59-02-1-00-000

BLUE SPRINGS MISSOURI

CUP-05-26-9882
2307 NW SOUTH OUTER RD
185' NOTIFICATION MAP

N

1" = 200'

Date: 05/27/26

MAP ID	PARCEL NUMBER	OWNER	OWNER ADDRESS	SITUS ADDRESS	CITY	STATE	ZIP
1	35-630-01-59-01-1-00-000	FIP MASTER FUNDING XIX	2425 E CAMELBACK RD STE 800 P	2410 NW SOUTH OUTER RD	BLUE SPRINGS	MO	64015
2	35-630-01-61-00-0-00-000	FIP MASTER FUNDING XIX	2425 E CAMELBACK RD STE 800 P	2400 NW SOUTH OUTER RD	BLUE SPRINGS	MO	64015
3	35-620-06-03-00-0-00-000	RGH LAND LLC	11903 S OLD LONE JACK LEES SUM	2401 NW SOUTH OUTER RD	BLUE SPRINGS	MO	64015
4	35-630-01-57-01-0-00-000	FIP MASTER FUNDING XIX	2425 E CAMELBACK RD STE 800 P	2410 NW SOUTH OUTER RD	BLUE SPRINGS	MO	64015
5	35-620-06-02-00-0-00-000	2307 NW SOUTH OUTER RI	2307 NW SOUTH OUTER RD BLUE	2307 NW SOUTH OUTER RD	BLUE SPRINGS	MO	64015
6	35-630-01-62-00-0-00-000	2410 LLC	1705 NW WEATHERSTONE DR BL	2410 NW SOUTH OUTER RD	BLUE SPRINGS	MO	64015
7	35-620-06-01-00-0-00-000	CCR INVESTMENTS LLC	3170 NE CARNEGIE DR STE 400 LE	2201 NW SOUTH OUTER RD	BLUE SPRINGS	MO	64015
8	35-630-01-59-02-1-00-000	CCR INVESTMENTS LLC	3170 NE CARNEGIE DR STE 400 LE	2300 NW SOUTH OUTER RD	BLUE SPRINGS	MO	64015

BLUE SPRINGS
MISSOURI

June 5, 2026

Ref: Public Hearing: Conditional Use Premit | CUP-05-26-9882

Midnight Ink

2307 NW South Outer Rd

Parcel # 35-620-06-02-00-0-00-000

Dear Property Owner:

A Public Hearing will be held by the Planning Commission and the City Council of the City of Blue Springs to receive comments from interested parties and citizens relative to a request by the applicant, Katelynn Farris, on behalf of property owner, 2307 NW South Outer Rd LLC, for consideration to approve a Conditional Use Permit allowing body art uses on 0.93+/- acres located at 2307 NW South Outer Rd.

You are receiving this notice because County records indicate you own property within 185 feet of the boundary of the site in question.

Interested parties may view the application materials on file by contacting the Community Development Department via email at ComDevLegal@bluespringsmo.govor at City Hall at 903 W Main Street, Blue Springs, MO.

The hearing will be held in the Council Chambers in the Howard L. Brown Public Safety Building located at 1100 SW Smith Street, Blue Springs on the following dates:

Planning Commission - Monday, June 22, 2026 @ 6:30 p.m.

&

City Council – Monday, July 6, 2026 @ 6:00 p.m.

Your attendance and comments are welcome at these meetings. Questions concerning this matter may be directed to the Community Development Department at 816-228-0207

Sincerely,

CITY OF BLUE SPRINGS

COMMUNITY DEVELOPMENT

Introduced by Councilmember _____ BILL 5408

(CUP-05-26-9882) ORDINANCE_____

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT WITH ALTERNATIVE DEVELOPMENT STANDARDS ALLOWING BODY ART SERVICES WITHIN 500 FEET OF RESIDENTIAL USE AND A CHURCH AT 2307 NW SOUTH OUTER ROAD, BLUE SPRINGS, JACKSON COUNTY, MISSOURI FOR MIDNIGHT INK

WHEREAS, proper application having been made to approve a Conditional Use Permit (CUP) with Alternative Development Standards for property hereinafter described; and

WHEREAS, after review of the Conditional Use Permit with Alternative Development Standards with respect to such issues as zoning, land use, impact to surrounding areas, adequacy of facilities and services, and compliance with development regulations to achieve quality development in which it has been determined that the application has met; and

WHEREAS, in accordance with Title IV, Unified Development Code of the Municipal Code of the City of Blue Springs, Missouri, said application was referred to the Planning Commission for report and recommendation, and a public hearing was held June 22, 2026, which Commission after said hearing, recommended that the application for the Conditional Use Permit with Alternative Development Standards be approved; and

WHEREAS, thereafter a public hearing was held by City Council on July 6, 2026; and

WHEREAS, the City of Blue Springs, Missouri has determined that the Conditional Use Permit with Alternative Development Standards is appropriate at this location and

be approved; and

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

Section 1. The following described tract of real estate is hereby declared subject to the Conditional Use Permit with Alternative Development Standards approved by this Ordinance. The site is located at:

SEC-25 TWP-49 RNG-31 E 270' OF TH E 1/2 OF SW 1/4 NW 1/4 LY S OF ROW OF MO STATE HWY I-70

Section 2. The land covered within this Conditional Use Permit with Alternative Development Standards and contained within the area described by Section 1 of this Ordinance, may be used in compliance with the Conditional Use Permit with Alternative Development Standards approved herein by the City of Blue Springs or hereinafter revised, and the requirements of said Conditional Use Permit with Alternative Development Standards shall include any staff recommendations contained in the staff report and presented to the Planning Commission at its June 22, 2026, meeting and to the City Council at its July 6, 2026, meeting, and approved by the City Council as conditions of passage by this Ordinance and of this Conditional Use Permit with Alternative Development Standards, and shall be deemed to include those conditions in addition to those contained in the UDC and in documents and drawings submitted to the Planning Commission and City Council and approved hereby including the following conditions:

1. Approval based on the representations of any drawings presented as part of this application does not waive any requirements or

development standards contained in the UDC unless otherwise specified by the following Alternative Development Standards:

a. The Conditional Use Permit allows the "Body Art Service" land use to be allowed in accordance with the Special Use Standards Section of the UDC 405.050 (33) at the property addressed 2307 NW South Outer Road.

2. Prior to the issuance of a Business License for the City of Blue Springs, an updated Tattooist and Tattoo establishment license must be provided.

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 6th day of July 2026.

CITY OF BLUE SPRINGS

_____

Chris Lievsay, Mayor

ATTEST:

_____

Erin Ford, City Clerk

1st Reading: _____

2nd Reading: _____

BLUE SPRINGS
MISSOURI

CITY COUNCIL

July 6, 2026

EXHIBITS FOR PUBLIC HEARING

UNIVERSAL BEAUTY STUDIO

CONDITIONAL USE PERMIT

(CUP-05-26-9892)

EXHIBIT #1 City Council Information Form dated June 23, 2026 with the following attachments: Staff Report with attachments; Site Location Map; Site Location Zoning Map; Applicant Narrative; Affidavit of Publication; 185-ft Map; Owners List; Resident Letter and Bill approving the Conditional Use Permit

EXHIBIT 1
CITY COUNCIL
UNIVERSAL BEAUTY STUDIO
CONDITIONAL USE PERMIT
(CUP-05-26-9892)
JULY 6, 2026

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: June 23, 2026

ITEM TYPE: Public Hearing / Ordinance

SUBMITTED BY: Shantele Frie

CONTRACT NUMBER: N/A

DEPARTMENT: City Development

STRATEGIC PLAN PRIORITY: Balanced Growth

ITEM DESCRIPTION

A public hearing is being held at the request of the applicant, Tyrone Jackson, Universal Beauty Studio Academy, for consideration to approve a Conditional Use Permit allowing the body art service uses on a 0.21 +/- acre property. The applicant is requesting to operate a vocational and technical education for body art/microblading services, on the property addressed 1405 SW Smith Street. (CUP-05-26-9892) Upon conclusion of the public hearing, a bill approving the Conditional Use Permit will be ready for introductions and readings.

BACKGROUND

The applicant is requesting approval of a Conditional Use Permit (CUP-05-26-9892) to operate Universal Beauty Studio Academy, a vocational and technical education for body art/microblading located at 1405 SW Smith Street. Conditional Use Permit is required for all body art services to operate in the City of Blue Springs. The "T-4"

General Urban is a predominantly residential district intended to accommodate a broad range of housing types and densities. The applicant is also seeking approval of Alternative Development Standards with the Conditional Use Permit to waive the minimum 500-foot separation requirement from residential uses and a church.

In 2025, the City adopted a Unified Development Code Text Amendment (UDCT-04-25-9554) Body Art Code Amendment, which amended the Unified Development Code to increase the number of permitted Body Art Services establishments in the City from one (1) per 15,000 residents to one (1) per 6,000 residents. The City of Blue Springs currently has seven (7) active body art business licenses on record.

Under Missouri Revised Statues Chapter 324, tattooing and body art services are regulated, and practitioners must be licensed by the Missouri Division of Professional Registration-Office of Tattooing, Piercing, and Branding.

STAFF RECOMMENDATION

Staff recommends approval of the Conditional Use Permit with Alternative Design Standards with the following two (2) conditions:

1. Approval by the City Council based on the representation of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC unless specified by the following Alternative Development Standards:
    a. The Conditional Use Permit allows "Body Art Service" land use to be allowed in accordance with the Special Use Standards Section of the UDC 405.050 (33) at the property addressed 1405 SW Smith Street.
2. Prior to the issuance of a Business License for the City of Blue Springs, an updated Tattooist and Tattoo establishment license must be provided.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning Commission

Date: June 22, 2026

Action: Recommended approval of Conditional Use Permit with Alternative Development Standards with the conditions: 8 Aye, 1 No

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Staff Report with attachments; Site Location Map; Site Location Zoning Map; Applicant Narrative; Affidavit of Publication; 185-ft Map; Owners List; Resident Letter
2. Bill approving the Conditional Use Permit

REVIEWED BY

Requesting Director: Nic Hutchison

Legal: James Newell

Administration: George Schmitz

City Administrator: Christine Cates

Budget: N/A

PLANNING APPLICATION REVIEW STAFF REPORT

Project Information

Meeting Dates:

Planning Commission: June 22, 2026

City Council Date: July 6, 2026

Project Name: Universal Beauty Studio Academy

Site Location: 1405 SW Smith Street

Applicant: Tyrone Jackson

Property Owner: Heavilin Holdings LLC

Staff Planner: Shantele Frie, Planner III

Project Request:

CUP-05-26-9892: Conditional Use Permit with Alternative Development Standards for Universal Beauty Studios vocational and technical education for body art/microblading in Downtown Zoning District T-4 within 500 feet of residential use and a church.

Project Description:

The applicant, Tyrone Jackson, is requesting approval of a Conditional Use Permit (CUP) to operate an educational training facility specializing in permanent makeup and related

body art services at 1405 SW Smith Street. A CUP is required to allow body art services within the Downtown Commercial District. In conjunction with the request, the applicant is also seeking approval of Alternative Development Standards to waive the required 500-foot separation from residential uses and a church. The "T-4" General Urban is a predominantly residential district intended to accommodate a broad range of housing types and densities. This provides diverse housing opportunities while supporting traditional neighborhood development patterns and walkability.

A Unified Development Code Text Amendment, UDCT-04-25-9554—Body Art Code Amendment, amended the Unified Development Code to increase the allowable number of Body Art Service establishments within the City from one (1) establishment per 15,000 residents to one (1) establishment per 6,000 residents. Approval of this Conditional Use Permit would result in a total of eight (8) body art establishments operating within the City of Blue Springs.

Under Missouri Revised Statutes Chapter 324, tattooing and body art services are regulated, and practitioners must be licensed by the Missouri Division of Professional Registration-Office of Tattooing, Body Piercing, and Branding.

Staff Recommendation:

Staff recommends approval of the Conditional Use Permit with conditions. Conditions are identified at the end of the staff report.

Previous Actions:

Date	Review Body	Action
04/02/2007	City Council	Approved an Ordinance Rezoning property from Central Business District to the Downtown Rezoning District of T3, T4, and T5 (ORD 4057)
03/26/2007	Planning Commission	Recommended approval of the Downtown Rezoning and Downtown Review Board

01/22/2007	Planning Commission	Recommended approval of the Downtown Master Plan and Downtown Development Code

Future Applications:

No future applications currently.

Adjacent Properties:

Direction	**Current Zoning**	**Current Land Use(s)**
North:	"T-4"-General Urban	Single-Family Residential/Right-of-Way of W Main Street
South:	"T-4"-General Urban	Multi-Family Residential
East:	"T-4"-General Urban Right-of-Way	Vacant undeveloped lot SW 14th Street
West:	"T-3"-Sub-Urban	Single-Family Residential (Webb's Addition 1st Plat)

Conditional Use Permit Analysis

A conditional use permit provides flexibility for different uses within a zoning district and allows the potential for uses that, due to their varying design and operational characteristics, of the use or due to conditions in the area, are not generally appropriate in that district, but require a case-specific review to determine the compatibility in a specific context and location.

Special Use Standards:

Per UDC Section 405.050(33), the following regulations shall apply to all Body Art Services. Body art services shall be subject to the following standards and requirements:

a. As a conditional use, body art services may not locate or expand any existing operation within five hundred (500) feet of any residential use or district, church, school, or public park. The distance between these uses shall be measured in a straight line from the boundary of any property containing the body art service and the boundary of any property zoned residential or in use for a residential purpose, church, school, or public park.

   Staff Response: Staff evaluated the subject property in relation to the surrounding land uses and zoning districts. Based on this analysis, the proposed location is within five hundred (500) feet of residentially zoned property, residential uses, and a church. As a result, the applicant is requesting a waiver from the required separation standard.

b. No permit or license may be issued for a body art service establishment where it is determined that the total number of such facilities will exceed a population density factor of one (1) establishment per six thousand (6,000) residents based on the official population adopted annually by the City Council. This shall not restrict multiple artists from co-location in an establishment.

   Staff Response: Based on the current population figures and the corresponding maximum allowance of ten (10) body art service establishments citywide, staff have reviewed the existing number of permitted facilities. The addition of the proposed establishment will not cause the total number of body art establishments to exceed the maximum permitted threshold. Therefore, the request is compliant with the population density requirements of the Unified Development Code.

c. No permit or license shall be issued for a body art service establishment or body art service provider without providing evidence of licensing from the State of Missouri.

   Staff Response: Staff recommends that submission of valid state licensing documentation be required prior to the issuance of a business license or certificate of occupancy for the proposed establishment. With this condition satisfied, the request will comply with the applicable Unified Development Code.

Land Use & Density:

The existing land use of this property is commercial business.

Building Typology:

The proposed use will occupy approximately 442 square feet of existing interior floor area within the facility. No exterior modifications or building expansions are proposed as part of this request.

Architectural Character:

The proposed use will be located within an existing tenant space and does not include any exterior building modifications. As such, the building's existing architectural character will remain unchanged.

Parking:

Parking is provided with the existing commercial use.

Streets & Sidewalks:

The site is not being developed; therefore, street and sidewalk requirements are not applicable.

Pedestrian Access:

No exterior modifications to the site are proposed as part of this request; therefore, the existing on-site pedestrian access and circulation will remain unchanged.

Traffic:

A traffic impact study is not required for this project.

Stormwater:

There is no development with the CUP; therefore, it does not impact existing stormwater runoff.

Sanitary Sewer:

The proposed body art service establishment will occupy an existing building.

Signage:

Any signs will be reviewed under an Administrative Sign Permit, provided they comply with the Sign Code.

Preservation:

The site is currently developed, and the applicant is not requesting any further modifications.

Phasing:

No further development is proposed at this time.

Review Criteria

A Conditional Use Permit shall be reviewed according to the following criteria:

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

   Staff Response: The proposed body art establishment furthers the intent of the T-4 Downtown District by providing a compatible commercial service within an existing downtown building. The business will operate primarily by appointment and is not anticipated to generate significant walk-in pedestrian traffic or to

adversely affect surrounding properties. The proposed use will occupy an existing tenant space without exterior modifications and is consistent with the mixed-use character envisioned for the T-4 District. Staff finds the use is compatible with adjacent land uses and supports the continued economic vitality and diversification of services within Downtown Blue Springs.

2. Compliance with any proposed development with the requirements of this Development Code.

   Staff Response: The proposed Body Art Services establishment was evaluated for compliance with the Unified Development Code, including the operational standards applicable to body art establishments and the development standards of the "T-4" General Urban Downtown District. The subject property is located within the "T-4" General Urban Downtown zoning district, where the proposed use may be permitted through approval of a Conditional Use Permit. Staff evaluated the surrounding land uses and determined that the proposed location is within five hundred (500) feet of residentially zoned property, residential uses, and a church. As a result, the applicant is requesting a waiver of the required separation standard. Aside from the requested waiver, the proposed use is consistent with the intent of the T-4 Downtown District and generally complies with the applicable requirements of the Unified Development Code.

3. Whether any additional site-specific conditions are necessary to meet the purposes and intent of this Development Code and the intent or design objectives of any applicable Subsections of this Development Code.

   Staff Response: Staff reviewed the proposed Body Art Services establishment and determined that no additional site-specific conditions are necessary, other than compliance with the approved Conditional Use Permit and the applicable

provisions of the Unified Development Code. The proposed use will be located within an existing tenant space, will not require exterior modifications, and is expected to operate primarily by appointment, resulting in limited customer traffic. Staff finds that the operational standards contained within the Unified Development Code are sufficient to ensure compatibility with surrounding properties and to uphold the intent and design objectives of the T-4 Downtown District.

4. The impact on the public realm, including the design and functions of streetscapes and relationships of building and site elements to the streetscape.

   Staff Response: The proposed use is located within an existing commercial building and does not include any exterior modifications or changes to the site layout. As such, no impacts on the public realm, streetscape design, or the building's relationship to the street are anticipated. The existing site conditions will remain unchanged and continue to function in accordance with the intent of the Unified Development Code.

5. The adequacy of drainage, utilities, and other public facilities.

   Staff Response: The proposed use will be served by existing drainage, utilities, and public facilities. No deficiencies have been identified, and the existing infrastructure is adequate to support the use.

6. Compatibility with the character of the area in terms of building scale, building form, landscape, and site design.

   Staff Response: The proposed use is located within an existing commercial building and does not include any changes to building scale, form, landscaping,

or site design. As such, the request is compatible with the existing character of the area and surrounding development.

7. Compatibility with the area in terms of operating characteristics such as hours of operation, visible and audible impacts, traffic patterns, intensity of use as proposed or foreseeable, and other potential impacts on adjacent properties.

   Staff Response: Staff reviewed the proposed Body Art Services establishment and determined that no additional site-specific conditions are necessary, other than compliance with the approved Conditional Use Permit and the applicable provisions of the Unified Development Code. The proposed use is not anticipated to adversely affect surrounding properties with respect to operating characteristics. The use is expected to generate minimal noise, traffic, and activity levels typical of a personal service within a commercial area. All operations will be conducted within an enclosed building, limiting visible and audible impacts on adjacent properties.

   Additionally, the body art establishment will primarily serve students who are already enrolled at House of Heavilin. As a result, the proposed use is not expected to generate additional traffic, parking demand, or pedestrian activity beyond what currently exists at the site. Staff finds the proposed use is compatible with surrounding areas in terms of hours of operation, traffic patterns, parking demand, and overall intensity of use. Therefore, the operational standards contained within the Unified Development Code are sufficient to ensure compatibility with surrounding properties and to uphold the intent and design objectives of the T-4 Downtown District.

8. The application will not prevent the development and use of the neighboring properties in accordance with the applicable development regulations.

Staff Response: The proposed use will not impede the development or use of neighboring properties in accordance with applicable development regulations. The establishment is located within an existing commercial building and is consistent with permitted uses in the area, ensuring continued compatibility with surrounding properties and their future development potential.

9. The long-range plans applicable to the site and the surrounding area are not negatively impacted, considering the permanence of the proposed use, the permanence of existing uses in the area, and any changes in character occurring in the area.

   Staff Response: The proposed use is consistent with the area's long-range plans and is not expected to adversely affect the surrounding development pattern. The establishment of the body art service is a commercial use within an existing commercial building and aligns with the area's established character. The use is not expected to alter the trajectory of future development or conflict with the permanence of existing uses.

10. The recommendations of professional staff.

    Staff Response: Staff recommends approval of the Conditional Use Permit, subject to the conditions listed at the end of the staff report.

Staff Recommendation:

Staff recommends approval of the Conditional Use Permit application with the following two (2) conditions:

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

development standard contained in the UDC unless specified by the following Alternative Development Standards:

a. The Conditional Use Permit allows "Body Art Service" land use to be allowed in accordance with the Special Use Standards Section of the UDC 405.050 (33) at the property addressed 1405 SW Smith Street.

2. Prior to the issuance of a Business License for the City of Blue Springs, an updated Tattooist and Tattoo establishment license must be provided.



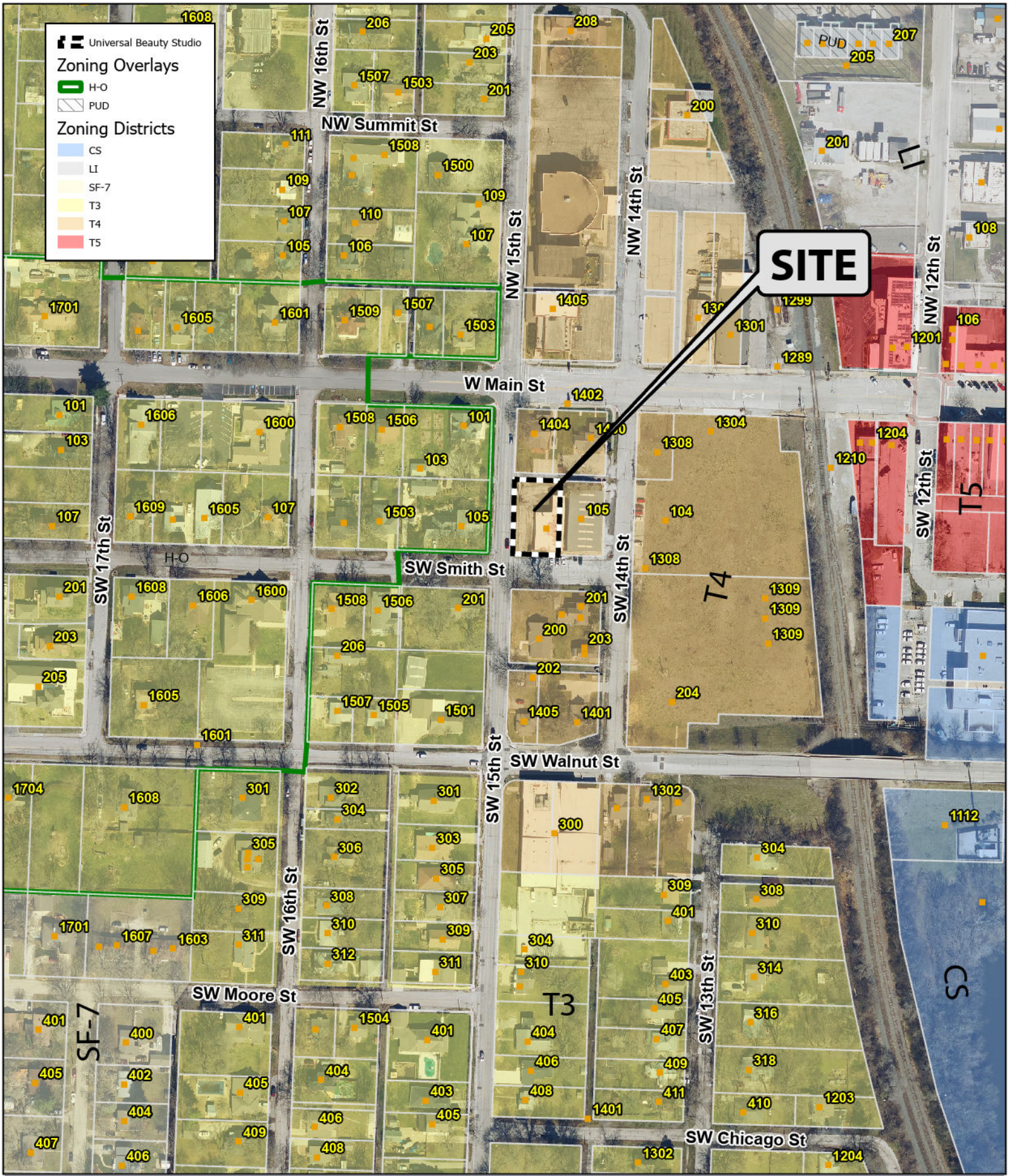
BLUE SPRINGS MISSOURI

CUP-05-26-9892
1405 SW SMITH STREET
AERIAL LOCATION MAP

N

1" = 100'

Date: 05/06/26



BLUE SPRINGS MISSOURI

CUP-05-26-9892
1405 SW SMITH STREET
SITE LOCATION AND ZONING MAP

N

1" = 200'

Date: 05/06/26

UNIVERSAL BEAUTY STUDIO ACADEMY
BLUE SPRINGS EXPANSION

CONDITIONAL USE WRITTEN NARRATIVE

Property Address:
1405 SW Smith Street
Blue Springs, Missouri

Applicant:
Universal Beauty Studio Academy (UBSA)

Host Facility:
House of Heavilin Beauty College

PROJECT OVERVIEW

Universal Beauty Studio Academy (UBSA) is a Missouri-certified proprietary school specializing in permanent cosmetics and advanced beauty education. UBSA proposes to establish a satellite educational training location within the existing House of Heavilin Beauty College facility located at 1405 SW Smith Street in Blue Springs, Missouri.

The proposed location will be utilized for classroom instruction, practical laboratory exercises, hands-on training, student demonstrations, supervised clinical experiences, and scheduled client services performed by students under instructor supervision.

This proposal does not involve new building construction, expansion of the existing building footprint, modification of parking areas, or alteration of access points. The proposed use is educational in nature and will operate within an existing licensed beauty school environment.

PROPOSED USE, INTENSITY, AND EXTENT OF DEVELOPMENT

UBSA will occupy approximately 442 square feet of dedicated instructional space within the existing facility, consisting of:

- Front Training Room – Approximately 180 square feet
- Rear Clinical Training Room – Approximately 262 square feet

Students will participate in permanent makeup theory instruction, sanitation training, practical skill development, and supervised clinical experiences.

The proposed operation represents an educational expansion rather than a new commercial enterprise. The scale of activity is comparable to existing educational uses already occurring within the building.

No increase in building square footage is proposed.

No increase in impervious surface area is proposed.

No significant increase in parking demand is anticipated beyond the existing educational use.

CONSISTENCY WITH THE INTENT OF THE ZONING DISTRICT

The proposed use supports the intent of the existing educational and vocational training environment already established at the property.

The project promotes workforce development, career training, entrepreneurship, and professional licensing opportunities for Missouri residents.

The use complements the existing beauty education activities conducted by House of Heavilin Beauty College and strengthens the property's role as an educational resource within the community.

COMPLIANCE WITH THE UNIFIED DEVELOPMENT CODE

The proposed use will operate within an existing commercial building currently utilized for beauty education purposes.

No modifications are proposed that would negatively impact compliance with applicable zoning, building, fire, health, or development regulations.

All educational activities, sanitation protocols, client services, and operational procedures will comply with applicable state and local regulations governing proprietary schools, body art practices, sanitation standards, and public safety requirements.

COMPATIBILITY WITH SURROUNDING DEVELOPMENT

The surrounding area contains a mixture of commercial, educational, office, and service-oriented uses.

The proposed educational use is consistent with the character of the area and will not introduce industrial operations, outdoor storage, excessive noise, odors, vibration, or other incompatible activities.

The project utilizes an existing commercial facility and maintains the professional appearance and character of the surrounding corridor.

COMPATIBILITY OF OPERATING CHARACTERISTICS

Hours of operation will generally coincide with educational programming and scheduled student clinics.

The use will generate traffic patterns similar to those already associated with educational and beauty service activities occurring within the facility.

No amplified outdoor sound, outdoor activity areas, or high-impact operations are proposed.

All services will occur indoors under professional supervision.

The intensity of use is expected to remain consistent with existing educational occupancy patterns.

IMPACT ON ADJACENT PROPERTIES

The proposed use will not prevent, impair, or negatively impact the development, use, enjoyment, or value of adjacent properties.

No adverse effects related to traffic, lighting, noise, drainage, safety, aesthetics, or property access are anticipated.

Because the operation occurs within an existing facility, impacts to neighboring properties are expected to be negligible.

CONSISTENCY WITH LONG-RANGE PLANNING OBJECTIVES

The proposal supports workforce development, vocational education, small business creation, and professional career advancement.

The use reinforces the property's educational function and contributes to the economic development goals of the City of Blue Springs.

The proposed operation represents an investment in educational opportunities rather than a change in land use character.

PUBLIC REALM AND STREETSCAPE IMPACT

No changes are proposed to the existing streetscape, sidewalks, roadways, landscaping, building placement, parking layout, or pedestrian circulation systems.

The project preserves the existing appearance of the property while enhancing educational opportunities available to residents.

No negative impacts to the public realm are anticipated.

STORMWATER, UTILITIES, STREETS, AND PUBLIC FACILITIES

The proposed use relies entirely upon existing infrastructure.

Existing stormwater facilities, sanitary sewer service, water service, electrical systems, telecommunications infrastructure, parking facilities, and public streets are adequate to support the proposed operation.

No infrastructure expansion is required.

ACCESS ROADS AND TRAFFIC SAFETY

The site currently benefits from established access points serving the existing educational facility.

No new entrances, exits, driveways, or roadway modifications are proposed.

Traffic generated by the proposed educational activities is expected to be comparable to existing conditions and will not create undue traffic congestion or safety concerns.

Existing parking and circulation systems are adequate to accommodate anticipated demand.

DURATION OF USE

The proposed use is intended to be a long-term educational operation supporting vocational training and workforce development within the City of Blue Springs.

CONCLUSION

Universal Beauty Studio Academy respectfully requests approval of the Conditional Use Permit for its Blue Springs Expansion at 1405 SW Smith Street.

The proposed use strengthens educational opportunities, supports workforce development, utilizes existing infrastructure, maintains compatibility with surrounding properties, and advances the educational mission already established at the site through House of Heavilin Beauty College.

The project represents a low-impact, community-oriented educational investment that will benefit students, local businesses, and the residents of Blue Springs for years to come.

OPERATIONAL CHARACTERISTICS AND STUDENT ENROLLMENT MODEL

Universal Beauty Studio Academy's Blue Springs Expansion is designed to operate as an educational enhancement within the existing House of Heavilin Beauty College environment.

A significant portion of participating students are anticipated to be current House of Heavilin Beauty College students enrolled in UBSA's Permanent Makeup elective training program as part of their educational pathway.

As a result, the proposed operation is not expected to generate substantial additional traffic beyond the traffic already associated with the existing educational facility.

Student clinical experiences are conducted by appointment only and are scheduled in advance as part of the educational curriculum. Clinical training sessions are intentionally structured to maintain a controlled learning environment and ensure adequate instructor supervision.

The facility does not operate as a traditional walk-in service establishment.

Operational characteristics include:

- No walk-in clients.
- No walk-in procedures.
- No unscheduled clinical services.
- No high-volume retail activity.
- No assembly-style operations.
- Scheduled educational instruction.
- Scheduled student clinic appointments only.
- Instructor-supervised procedures.
- Controlled client flow throughout the day.

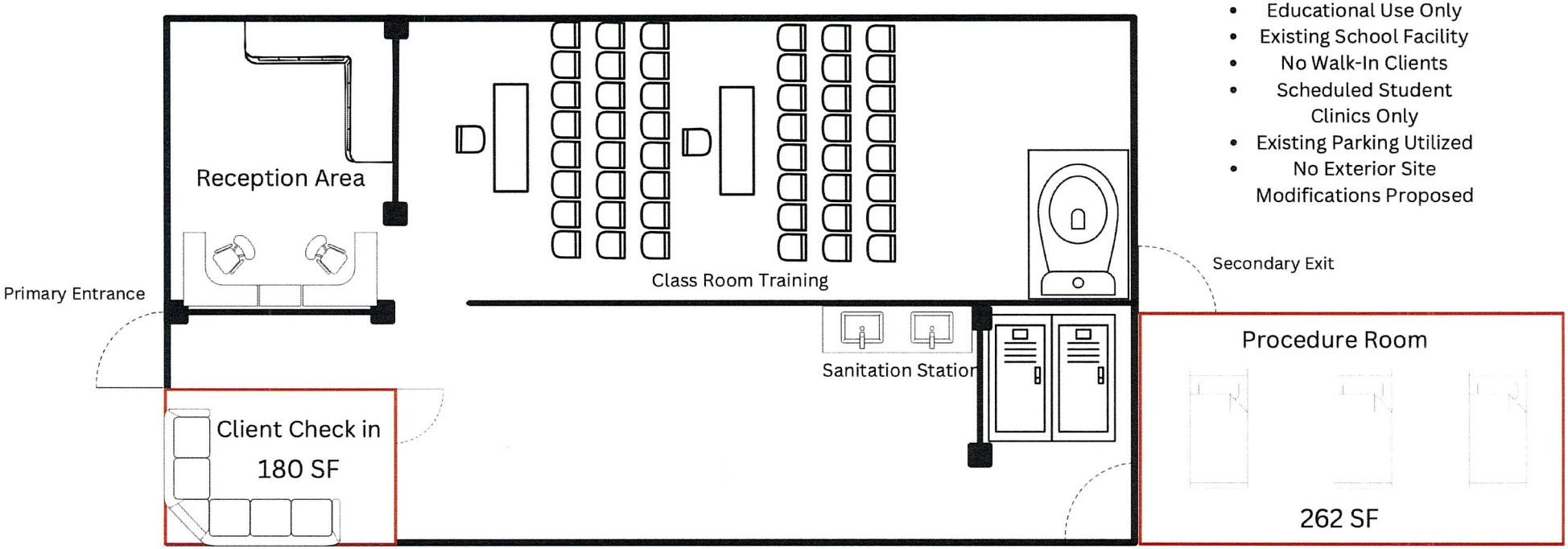
Student clinic appointments are intentionally staggered and coordinated to prevent excessive parking demand and maintain efficient use of the existing parking facilities.

Because appointments are scheduled in advance and student clinic capacity is controlled by instructor-to-student ratios, client volume remains predictable and manageable.The proposed operation therefore utilizes the existing parking supply and site infrastructure efficiently without creating undue traffic congestion, parking shortages, or adverse impacts on neighboring properties.Furthermore, UBSA's educational model emphasizes quality instruction and individualized supervision rather than high-volume service delivery. The primary purpose of the facility remains education and workforce development, with clinical experiences serving as a structured component of the students' training process.

The proposed use is expected to function similarly to the existing educational use of the property and will not materially increase the intensity of site operations.

Universal Beauty Studio Academy
Blue Springs Remote Campus
Located Within House of Heavilin Beauty College
with Supervised Clinical Component

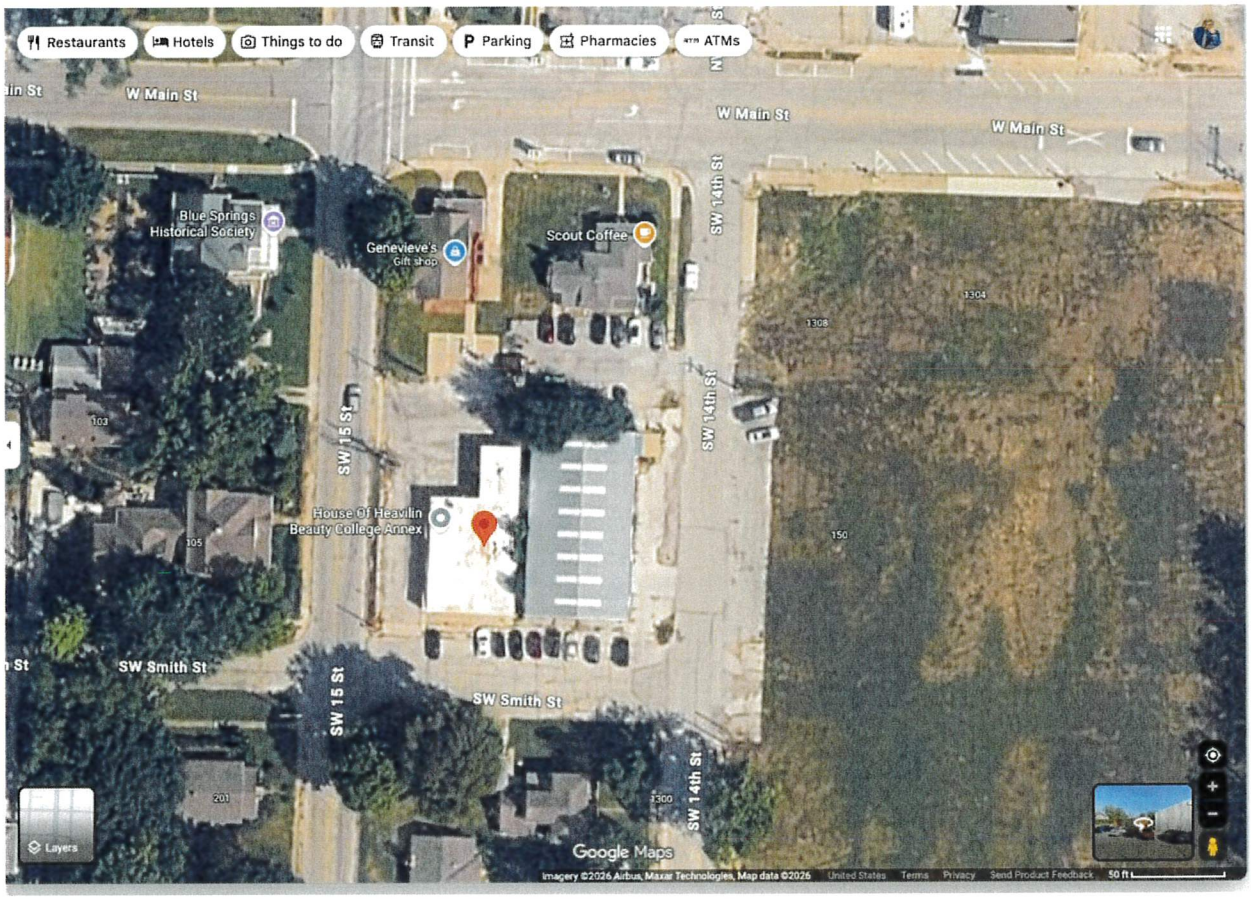
1405 SW Smith Street
Blue Springs, MO 64015



- Educational Use Only
- Existing School Facility
- No Walk-In Clients
- Scheduled Student Clinics Only
- Existing Parking Utilized
- No Exterior Site Modifications Proposed

This facility operates as a vocational training school located within House of Heavilin Beauty College. Clinical procedures are performed by students under licensed supervision as part of required educational training. Services are provided by appointment only. No walk-in services, walk-in procedures, or retail operations are conducted. All educational and clinical activities are scheduled, structured, supervised, and controlled.

N



VICINITY MAP NARRATIVE

Universal Beauty Studio Academy – Blue Springs Expansion

1405 SW Smith Street, Blue Springs, Missouri

Property Description

The subject property is located at **1405 SW Smith Street, Blue Springs, Jackson County, Missouri**, and is currently occupied by **House of Heavilin Beauty College**, an established beauty education institution serving the Blue Springs community.

Universal Beauty Studio Academy ("UBSA") proposes to operate educational programming within designated classroom and clinical training areas inside the existing facility as part of an educational partnership with House of Heavilin Beauty College.

No new building construction, building expansion, parking modifications, access modifications, or site improvements are proposed.



Existing Site Conditions

The property is fully developed and currently functions as an educational facility.

Existing site improvements include:

- Commercial educational building
- Established parking areas
- Existing drive aisles
- Existing utility services
- Existing landscaping
- Existing pedestrian access
- Existing public street access

The site currently possesses the infrastructure necessary to support the proposed educational activities.

Surrounding Area

The surrounding area consists primarily of commercial, educational, professional office, retail, and service-oriented uses typical of the Blue Springs commercial corridor.

The property benefits from direct access to the surrounding transportation network and is located within an area characterized by established commercial development patterns.

The proposed educational use is compatible with surrounding land uses and is consistent with the character of the area.

Proposed Educational Activities

Universal Beauty Studio Academy intends to utilize approximately 442 square feet of instructional and clinical training space within the existing facility, including:

- Front Training Room (approximately 180 square feet)
- Rear Clinical Training Room (approximately 262 square feet)

Educational activities may include:

- Permanent Makeup instruction
- Theory education
- Practical laboratory exercises
- Sanitation and safety training
- Student demonstrations
- Supervised clinical experiences
- Scheduled student clinic appointments
- Continuing education programs

All educational and clinical activities will occur indoors under instructor supervision.

Traffic and Access

The proposed use will utilize existing access points and parking facilities currently serving House of Heavilin Beauty College.

No new driveways, entrances, roadway modifications, or circulation changes are proposed.

Traffic generated by the proposed educational activities is anticipated to be comparable to existing educational uses occurring at the property.

Utilities and Public Services

The proposed operation will utilize existing:

- Water service
- Sewer service
- Electrical service
- Telecommunications infrastructure
- Stormwater facilities
- Public streets and transportation infrastructure

No public utility upgrades are anticipated or required.

Compatibility Statement

The proposed UBSA Blue Springs Expansion represents an educational enhancement within an existing educational environment.

The proposed use:

- Supports workforce development
- Expands vocational training opportunities
- Utilizes existing infrastructure
- Maintains compatibility with surrounding properties
- Does not alter the existing character of the site
- Does not create adverse impacts on neighboring properties

The project is expected to provide a positive community benefit through professional education, workforce preparation, and small business development opportunities for residents of Blue Springs and surrounding communities.

Site Plan Notes (Place Directly on the Aerial Map)

UNIVERSAL BEAUTY STUDIO ACADEMY – BLUE SPRINGS EXPANSION

- Educational use within existing House of Heavilin Beauty College facility
- No new construction proposed

- No site modifications proposed
- No parking modifications proposed
- Existing access maintained
- Existing utilities utilized
- Approx. 442 SF of dedicated instructional space
- Monday access to common training areas by agreement
- Student clinical services performed under instructor supervision
- Existing educational facility remains primary use of property

THE EXAMINER

See Proof on Next Page

AFFIDAVIT OF PUBLICATION

State of Florida, County of Orange, ss:

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

Publication Dates:

- Jun 6, 2026

Printer's Fee: $144.65

Edmar Corachia

_____

Edmar Corachia
Agent

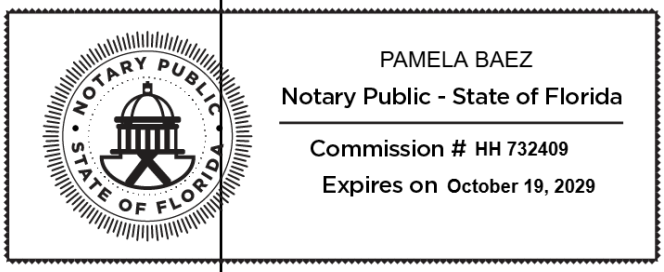
VERIFICATION

State of Florida
County of Orange

Signed or attested before me on this: 06/08/2026

_____

Pamela Baez
Notary Public - State of Florida
Commission # HH 732409
Expires on 10/19/2029
Notarized remotely online using communication technology via Proof.



PUBLIC NOTICE

Conditional Use Permit I CUP-05-26-9892
"Universal Beauty Studio Academy"
1405 SW Smith Street
Parcel # 35-710-30-03-00-0-00-000

Notice is hereby given that a public hearing will be held by the Planning Commission of the City of Blue Springs on **Monday, June 22, 2026 at 6:30 p.m.** in the Council Chambers of the Howard L. Brown Public Safety Facility at 1100 SW Smith Street for the purpose of hearing interested parties and citizens on a request by the applicant, Tyrone Jackson, on behalf of the property owner, Heavilin Holdings LLC, for approval of a Conditional Use for Universal Beauty Studio vocational and technical education institution at 1405 SW Smith Street. Interested parties may view the application materials on file by contacting the Community Development Department via email at ComDevLegal@bluespringsmo.gov or at City Hall at 903 W Main Street, Blue Springs, MO. The site is legally described as follows:

BLUE SPRINGS LOT 7 & W ½ OF LOT 8 BLK 16

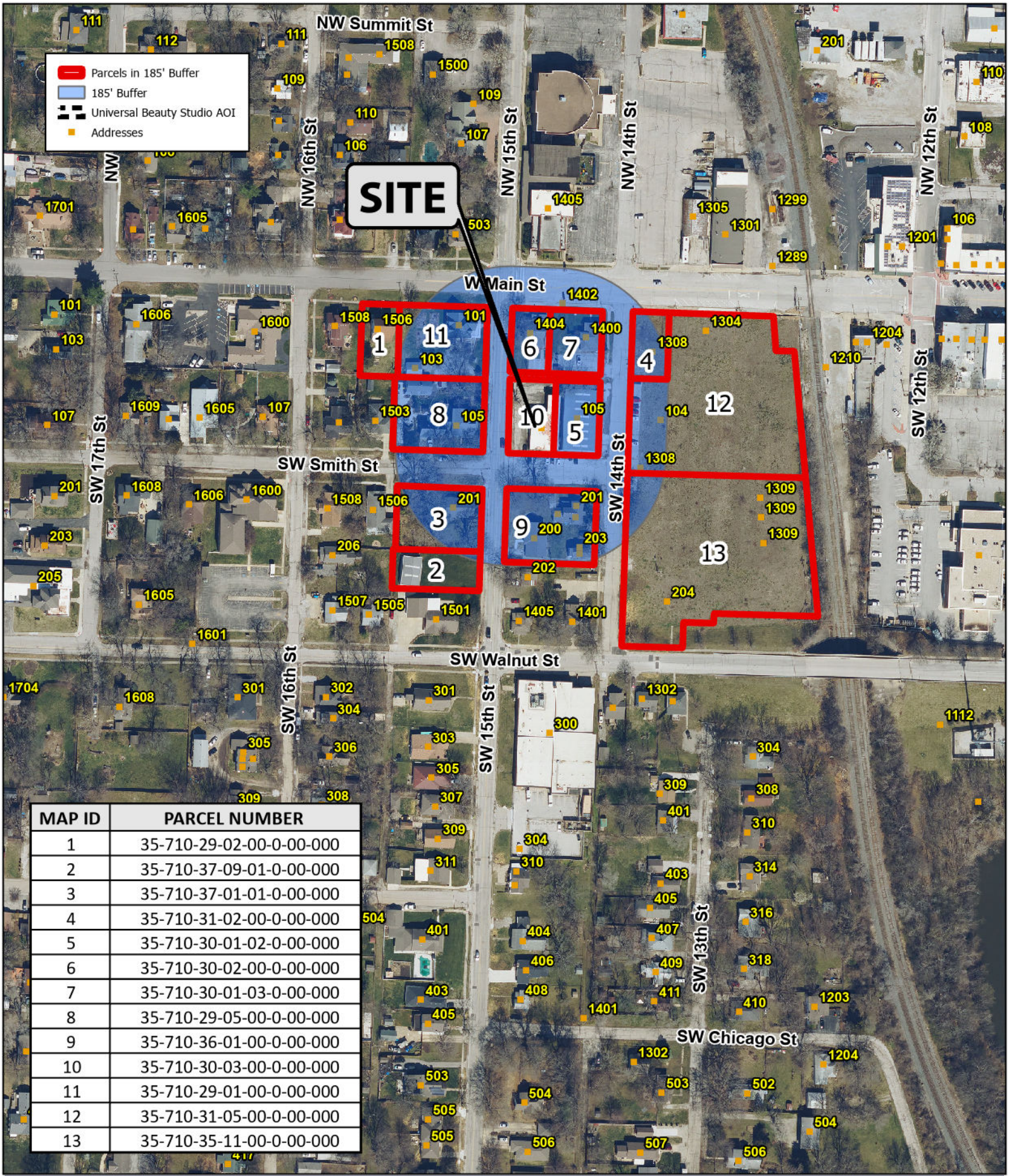
CITY OF BLUE SPRINGS
Planning Commission
By: Shantele Frie, Planner III

The City Council of the City of Blue Springs will also hold a public hearing on the above noted Conditional Use Permit/ CUP-05-26-9892 on **Monday, July 6, 2026 at 6:00 p.m.** in the Council Chambers of the Howard L. Brown Public Safety Facility to consider the application and the recommendation of the Planning Commission.

CITY OF BLUE SPRINGS
City Council

Published in the Examiner, Jun 6, 2026

4623440



MAP ID	PARCEL NUMBER
1	35-710-29-02-00-0-00-000
2	35-710-37-09-01-0-00-000
3	35-710-37-01-01-0-00-000
4	35-710-31-02-00-0-00-000
5	35-710-30-01-02-0-00-000
6	35-710-30-02-00-0-00-000
7	35-710-30-01-03-0-00-000
8	35-710-29-05-00-0-00-000
9	35-710-36-01-00-0-00-000
10	35-710-30-03-00-0-00-000
11	35-710-29-01-00-0-00-000
12	35-710-31-05-00-0-00-000
13	35-710-35-11-00-0-00-000

BLUE SPRINGS MISSOURI

CUP-05-26-9892
1405 SW SMITH STREET
185' NOTIFICATION MAP

N

1" = 200'

Date: 05/06/26

MAP ID	PARCEL NUMBER	OWNER	OWNER ADDRESS	SITUS ADDRESS	CITY	STATE	ZIP
1	35-710-29-02-00-0-00-000	BLUE SPRINGS HISTORICAL SOCIETY	PO BOX 762 BLUE SPRINGS MO 64015	1506 W MAIN ST	BLUE SPRINGS	MO	64015
2	35-710-37-09-01-0-00-000	COMPTON VILLAS L JR & RETA L	1501 SW WALNUT BLUE SPRINGS MO 64015	CA RESIDENTIAL	BLUE SPRINGS	MO	64015
3	35-710-37-01-01-0-00-000	AMES GRACE	201 SW 15TH ST BLUE SPRINGS MO 64015	201 SW 15TH ST	BLUE SPRINGS	MO	64015
4	35-710-31-02-00-0-00-000	CITY OF BLUE SPRINGS	903 W MAIN ST BLUE SPRINGS MO 64015	1308 W MAIN ST	BLUE SPRINGS	MO	64015
5	35-710-30-01-02-0-00-000	CITY OF BLUE SPRINGS MISSOURI	903 W MAIN BLUE SPRINGS MO 64015	1400 SW SMITH ST	BLUE SPRINGS	MO	64015
6	35-710-30-02-00-0-00-000	LILLY JO'S LLC	1404 W MAIN ST BLUE SPRINGS MO 64015	1404 W MAIN ST	BLUE SPRINGS	MO	64015
7	35-710-30-01-03-0-00-000	PEARSON SHAUNA M	1400 W MAIN ST BLUE SPRINGS MO 64015	1400 W MAIN ST	BLUE SPRINGS	MO	64015
8	35-710-29-05-00-0-00-000	ALBARELLI KEITH J & PAMELA -TRUSTEES	105 SW 15TH ST BLUE SPRINGS MO 64015	105 SW 15TH ST	BLUE SPRINGS	MO	64015
9	35-710-36-01-00-0-00-000	SAMRANY VICKY DIANE TRUST	PO BOX 608 BLUE SPRINGS MO 64013	201 SW 14TH ST	BLUE SPRINGS	MO	64015
10	35-710-30-03-00-0-00-000	HEAVILIN HOLDINGS LLC	2000 SW M 7 HWY BLUE SPRINGS MO 64014	1405 SW SMITH ST	BLUE SPRINGS	MO	64015
11	35-710-29-01-00-0-00-000	BLUE SPRINGS HISTORICAL SOCIETY	PO BOX 762 BLUE SPRINGS MO 64015	101 SW 15TH ST	BLUE SPRINGS	MO	64015
12	35-710-31-05-00-0-00-000	CITY OF BLUE SPRINGS MISSOURI	903 W MAIN BLUE SPRINGS MO 64015	1304 W MAIN ST	BLUE SPRINGS	MO	64015
13	35-710-35-11-00-0-00-000	CITY OF BLUE SPRINGS MISSOURI	903 W MAIN BLUE SPRINGS MO 64015	204 SW 14TH ST	BLUE SPRINGS	MO	64015

BLUE SPRINGS
MISSOURI

June 5, 2026

Ref: Public Hearing: Conditional Use Permit | CUP-05-26-9892

Universal Beauty Studio Academy

1405 SW Smith Street

Parcel # 35-710-30-03-00-0-00-000

Dear Property Owner:

A Public Hearing will be held by the Planning Commission and the City Council of the City of Blue Springs to receive comments from interested parties and citizens relative to a request by the applicant, Tyrone Jackson, on behalf of the property owner, House of Heavlin, for approval of a Conditional Use Permit for Universal Beauty Studios vocational and technical education institution at 1405 SW Smith St.

You are receiving this notice because County records indicate you own property within 185 feet of the boundary of the site in question.

Interested parties may view the application materials on file by contacting the Community Development Department via email at ComDevLegal@bluespringsmo.govor at City Hall at 903 W Main Street, Blue Springs, MO.

The hearing will be held in the Council Chambers in the Howard L. Brown Public Safety Building located at 1100 SW Smith Street, Blue Springs on the following dates:

Planning Commission - Monday, June 22, 2026 @ 6:30 p.m.

&

City Council – Monday, July 6, 2026 @ 6:00 p.m.

Your attendance and comments are welcome at these meetings. Questions concerning this matter may be directed to the Community Development Department at 816-228-0207

Sincerely,

CITY OF BLUE SPRINGS

COMMUNITY DEVELOPMENT

Introduced by Councilmember _____ BILL 5409

(CUP-05-26-9892) ORDINANCE_____

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT WITH ALTERNATIVE DEVELOPMENT STANDARDS ALLOWING A VOCATIONAL AND TECHNICAL EDUCATION FOR BODY ART/MICROBLADING SERVICES IN DOWNTOWN ZONING DISTRICT "T-4" WITHIN 500 FEET OF RESIDENTIAL USE AND A CHURCH AT 1405 SW SMITH STREET, BLUE SPRINGS, JACKSON COUNTY, MISSOURI FOR UNIVERSAL BEAUTY STUDIO ACADEMY

WHEREAS, proper application having been made to approve a Conditional Use Permit (CUP) with Alternative Development Standards for property hereinafter described; and

WHEREAS, after review of the Conditional Use Permit with Alternative Development Standards with respect to such issues as zoning, land use, impact to surrounding areas, adequacy of facilities and services, and compliance with development regulations to achieve quality development in which it has been determined that the application has met; and

WHEREAS, in accordance with Title IV, Unified Development Code of the Municipal Code of the City of Blue Springs, Missouri, said application was referred to the Planning Commission for report and recommendation, and a public hearing was held June 22, 2026, which commission, after said hearing, recommended that the application for the Conditional Use Permit with Alternative Development Standards be approved; and

WHEREAS, thereafter a public hearing was held by City Council on July 6, 2026; and

WHEREAS, the City of Blue Springs, Missouri has determined that the Conditional Use Permit with Alternative Development Standards is appropriate at this location and be approved; and

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

Section 1. The following described tract of real estate is hereby declared subject to the Conditional Use Permit with Alternative Development Standards approved by this Ordinance. The site is located at:

BLUE SPRINGS LOT 7 & W 1/2 OF LOT 8 BLK 16

Section 2. The land covered within this Conditional Use Permit with Alternative Development Standards and contained within the area described by Section 1 of this Ordinance, may be used in compliance with the Conditional Use Permit with Alternative Development Standards approved herein by the City of Blue Springs or hereinafter revised, and the requirements of said Conditional Use Permit with Alternative Development Standards shall report and presented to the Planning Commission at it June 22, 2026, meeting and to the City Council at its July 6, 2026, meeting, and approved by the City Council as conditions of passage by this Ordinance and of this Conditional Use Permit with Alternative Development Standards, and shall be deemed to include those conditions in addition to those contained in the UDC and in documents and drawings submitted to the Planning Commission and City Council and approved hereby, including the following conditions:

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

requirement or development standard contained in the UDC unless specified by the following Alternative Development Standards:

a. The Conditional Use Permit allows "Body Art Service" land use to be allowed in accordance with the Special Use Section of the UDC 405.050 (33) at the property addressed 1405 SW Smith Street.

2. Prior to the issuance of a Business License for the City of Blue Springs, an updated Tattooist and Tattoo establishment license must be provided.

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 6th day of July 2026.

CITY OF BLUE SPRINGS

_____

Chris Lievsay, Mayor

ATTEST:

_____

Erin Ford, City Clerk

1st Reading: _____

2nd Reading: _____

BLUE SPRINGS
MISSOURI

CITY COUNCIL

July 6, 2026

EXHIBITS FOR PUBLIC HEARING

ICONIC ADAMS DAIRY

REZONING AND PLANNED DEVELOPMENT CONCEPT PLAN

(RZ-02-26-9822 & PDC-02-26-9823)

EXHIBIT #1 City Council Information Form dated June 25, 2026 with the following attachments: Staff Report with attachments; Application with Attachments; Affidavit of Publication in The Examiner on April 25, 2026; 185 ft Notification Map; Names/Addresses of the property owners within 185 ft. of the site; Copy of letter sent to said property owners, and Bill approving the Rezoning and Planned Development Concept

Council Meeting Date: July 6, 2026

Agenda Item #: 8 & 11

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: June 25, 2026

ITEM TYPE: Public Hearing / Ordinance

SUBMITTED BY: Logan Day

CONTRACT NUMBER: N/A

DEPARTMENT: City Development

STRATEGIC PLAN PRIORITY: Balanced Growth

ITEM DESCRIPTION

A public hearing is being held at the request of the Applicant, Matt Tapp, on behalf of the property owner, City of Blue Springs, for consideration to rezone approximately 23.02 +/- acres from "RE" (Residential Estate) and "AG" (Agricultural-County) to "PD/MU" (Planned Development Mixed Use) (RZ-02-26-9822) for a mixed-use development, with a Planned Development Concept Plan (PDC-02-26-9823), located east of the intersections of Adams Dairy Parkway and Napoleon Drive for Iconic Blue Springs. Upon conclusion of the public hearing, a Bill will be ready for introduction and readings approving a Rezoning and a Planned Development Concept Plan.

BACKGROUND

The applicant is proposing a mixed-use development on approximately 23.02± acres. The project includes a 252-unit apartment community and four (4) commercial retail lots.

The residential portion includes four (4) four-story apartment buildings, a central clubhouse, amenity areas, detached garages, and an internal pedestrian network. The apartment buildings feature a contemporary architectural design with stone veneer, fiber cement panels, siding, varied rooflines, recessed entries, balconies, and contrasting exterior colors. These elements help reduce building massing and provide visual interest. Integrated garage units are proposed within the lower levels of the apartment buildings. Detached garages utilize complementary materials and colors to maintain a cohesive architectural character throughout the development.

The commercial portion consists of four (4) retail lots along the Adams Dairy Parkway frontage. The lots are designated for Small Retail and Mid-Sized Retail land uses. Proposed retail buildings are anticipated to range from approximately 1,000 to 10,000 square feet. The buildings will incorporate similar architectural materials, neutral color palettes, varied rooflines, and modern design elements to complement the overall development and create a unified streetscape.

The site will be served by three (3) access points along Adams Dairy Parkway. A southern right-in/right-out entrance will provide site access and function as a fire access point. A primary signalized full-access intersection is proposed at Adams Dairy Parkway and Napoleon Drive. A northern left-in access point is also proposed. Associated median modifications are planned to improve traffic operations and visibility.

The development will connect to the existing sidewalk network along Adams Dairy Parkway. An internal ADA-compliant pedestrian circulation system is also proposed. Sidewalks will range from five (5) to eight (8) feet in width. Internal drives and parking areas will remain private improvements and will be maintained by the property owner.

Transportation improvements include a southbound left-turn lane at the northern access point, a northbound right-turn lane at Adams Dairy Parkway and Napoleon

Drive/South Drive, and installation of a new signal pole at the intersection.

Sanitary sewer service is available across Adams Dairy Parkway. Utility extensions are proposed to serve the development. A final stormwater management plan prepared by a Missouri-licensed engineer will be required. The plan must comply with APWA 5600 and MARC BMP standards.

The development meets the required 15% open space requirement through landscaped areas, amenity spaces, and common open space. Final landscaping plans and required plant unit calculations will be reviewed with the Planned Development Final Plan application.

10/21/2025PROJECT TIMELINE

INFORMATION	DETAIL
Estimated Start Date	July 7, 2026
Estimated End Date	N/A

STAFF RECOMMENDATION

Staff recommends approval base on the following conditions:

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

    a. The rear yard setback for Lot 2 shall be reduced from 20 feet to 10 feet.

    b. The rear yard setback for Lot 5 shall be reduced from 20 feet to 5 feet.

c. Frontage Type shall be as indicated on the approved landscape plan within the PD Concept Plan.

d. Drive-through stacking requirements for Lot 2 shall be reduced from 8 to 5 spaces between the order box and drive-through entry, and from 4 to 3 spaces between the pickup window and order box.

e. Buffer requirements between commercial lots and the residential lot shall be removed.

f. The minimum 20-foot front setback on the residential portion of the development shall not apply to detached rear-facing garages.

g. Units per Floor: No maximum limit on units per floor, provided the overall unit density per square foot of building area remains consistent with the Planned Development Concept Plan.

h. Fencing and masonry columns shall be removed from the buffer requirements along Adams Dairy Parkway.

i. Concrete shall be added as an approved material for balconies and porches.

j. Vertical articulation shall be provided consistent with the architectural style reflected in the building elevations.

k. Shed roof forms shall be permitted for detached garages, provided they are consistent with the primary structures in terms of materials, scale, and architectural design.

l. TPO membrane roofing shall be added to the list of approved roofing materials.

2. Lot 3 south drive shall be a minimum 100' from the Lot 2 north drive, shall be one-way right out only and angled as such with a maximum 20' width. A "Do Not Enter" sign shall be installed indicating a one-way out exit.

3. All proposed buildings shall have an accessible ADA path to the ROW of Adams Dairy Parkway.

4. Signage shall be installed the Stream Buffer delineating it and indicating no disturbance allowed.

5. The southernmost fire access entrance shall not exceed a maximum grade of 10 percent, in compliance with applicable fire safety standards.

6. All public infrastructure shall be installed with easements or ROW following the City of Blue Springs Design and Construction Manual shall be followed regarding design and construction specifications prior to Final Plat approval

7. Provide a Final Drainage Study in accordance with the City of Blue Springs Design and Construction Manual and supplemental requirements, demonstrating runoff reductions for the 1-, 10-, and 100-year storm events. Detention and BMP facilities shall be designed and constructed in accordance with the approved Final Drainage Study. Any necessary site redesign due to the absence of a preliminary drainage study shall be the responsibility of the developer/engineer and may require an amendment to the PD Concept Plan. Following construction of detention facilities, submit a sealed certification letter from a Professional Engineer licensed in the State of Missouri verifying that the stormwater detention

system was constructed in accordance with approved plans and functions as designed.

8. The project shall comply with the recommendations of the submitted Traffic Impact Study.

9. As-built drawings shall be provided prior to City acceptance of public infrastructure or prior to release of applicable performance securities, as determined by the City Engineer or the appropriate designee.

10. The traffic signal improvements at Adams Dairy Parkway and Napoleon Drive shall be designed, approved, and installed in accordance with City Standards prior to issuance of the first Certificate of Occupancy, unless otherwise approved by the City Engineer or the appropriate designee.

11. Developer shall coordinate with Public Works department regarding proposed street lighting prior to Final Plat approval.

12. A permit from the Missouri Department of Natural Resources (MDNR) is required for land disturbance greater than one acre.

    a. As required by the MDNR land disturbance permit, a storm water pollution prevention plan (SWPPP) is also required to ensure maintenance, inspection, and flexibility for erosion control and storm water quality on the project during construction. The City of Blue Springs Engineering Division requires confirmation that the SWPPP has been prepared and the land disturbance permit has been acquired prior to beginning construction activities.

13. A maintenance bond will be required following infrastructure acceptance by the City and prior to Final Plat approval. The bond shall be in the amount equal to one-half (1/2) of the cost of construction, to guarantee against defects in construction for a period of two (2) years.

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

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

16. Parking lot landscaping shall be reasonably dispersed throughout off-street parking areas, and will be reviewed during time of PD Final.

17. Prior to issuance of the first building permit, the off-site BMP/detention easement shall be approved by the City, executed by the property owner(s), and recorded with the County Recorder of Deeds.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning Commission

Date: May 26, 2026

Action: Recommended approval of the Rezoning and Planned Development Concept with conditions. 6 Aye, 1 No

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Staff Report with attachments; Application with Attachments; Affidavit of Publication in The Examiner on April 25, 2026; 185 ft Notification Map; Names/Addresses of the property owners within 185 ft. of the site; Copy of letter sent to said property owners;

2. Bill approving the Rezoning and Planned Development Concept

REVIEWED BY

Requesting Director: Nic Hutchison

Legal: Jennifer Baird

Administration: George Schmitz

City Administrator: Christine Cates

Budget: N/A

PLANNING APPLICATION REVIEW STAFF REPORT

Project Information

Meeting Dates:

Planning Commission: May 11th, 2026

City Council Date: May 18th, 2026

Project Name: Iconic Blue Springs

Site Location: Generally located at the west of the intersection of Napoleon Dr and Adams Dairy Parkway.

Applicant: Matt Tapp, Griffin Riley

Property Owner: City of Blue Springs

Staff Planner: Logan Day, Planner I

Project Request:

RZ-02-26-009822; Rezoning of project from "RE" Residential Estate and "AG" Agriculture-County to "PD/MU" Planned Development Mixed Use.
PDC-02-26-009823; Planned Development Concept for the development of approximately 252 multifamily units in 4 apartment buildings with Clubhouse and 4 retail lots along Adams Dairy Parkway.
PP-02-26-009824; Preliminary Plat for a replat for a five (5) lot mixed use lot on 23.02 +/- acres.

Project Description:

The applicant is requesting to rezone approximately 23.02 acres from 'RE' Residential Estate and 'AG' Agricultrual-County to 'PD/MU' Planned Development Mized Use to allow a mixed-use development consisting of 252 multifamily units and four commercial/retail lots. The subject property is located east of Adams Dairy Parkway and south of 600 NE Adams Dairy Pkwy (Saint Lukes Multispecialty Clinic). The development consists of 252 multifamily units in four (4) four (4) story buildings with a central clubhouse and amenities. The subject property is proposed to be platted as a 5 lot subdivision.

Staff Recommendation:

Staff recommends approval of Rezoning, Planned Development Concept, and Preliminary Plat with conditions listed at end of staff report.

Previous Actions:

Date	Review Body	Action
02/17/1992	City Council	A-2-1992; Approved the annexation of real estate into the City of Blue Springs.
9/12/2005	Planning Commission	CPA-M-4-2005: Comprehensive Plan Amendment

Future Applications:

Future Applications include a Planned Development Final and Final Plat. The Final Plat must be approved and recorded at Jackson County prior to issuance of building permits.

Adjacent Properties:

Direction	Current Zoning	Current Land Use(s)
North:	"SO" Service Office	Medical Clinic

South:	"RE" Residential Estate	Adams Pointe Golf Club and Vacant Land
East:	"AG" Agricultural	Adams Pointe Golf Club
West:	"ROW" Right of Way (Adams Dairy Pkwy) & "GB" General Business	Gas Station & Medical Clinic

REZONING ANALYSIS

Existing Zoning:

"AG" Agriculture and "RE" Residential Estate.

Existing Land Use:

Undeveloped

Proposed Zoning:

"PD/MU" Planned Development Mixed Use

Proposed Land Use:

Mixed Use Retail/Multifamily

Comprehensive Plan:

According to the 2014 Comprehensive Plan, the *Future Land Use Policy Map* reflects planned future land uses at the most generalized and city-wide scale. The intent of the *Future Land Use Policy Map* is not to predetermine land uses or zoning on a specific parcel or at specific locations. Together with other elements of the Comprehensive Plan,

the *Future Land Use Policy Map* should be used to guide the relationships and physical improvements needed to create the types of places that are part of Blue Springs' long-range vision.

The *Future Land Use Policy Map* designates the subject property as **"Distinct Destination,"** which is defined as a mix of larger-scale and regionally significant land uses that are different from other places in Blue Springs and the region. These areas may include a mix of retail, service/entertainment, office, institutional/civic, or light industrial land uses, with a unique land use policy emphasizing different uses, patterns, and characteristics that make each destination distinct. The scale and intensity of development in these areas require a supporting system of street networks, pedestrian circulation, and civic/open spaces to strengthen the destination and create a defined focal point as a catalyst for development.

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

The subject property is located within the C2 Area Specific Plan, adopted in 2017, which designates the site as **"Small-Scale Multi-Family."** This designation is intended to accommodate multi-family residential development that is compatible in scale and design with surrounding neighborhoods and adjacent uses, while supporting walkable, mixed-use environments when integrated with complementary retail or service uses.

The proposed development, which includes a mix of multi-family residential and retail uses, is consistent with the broader vision of the *Distinct Destination* designation by introducing a higher-intensity, mixed-use environment that can serve as a focal point for

activity and investment within the corridor. While the scale of the proposed residential component exceeds what is typically anticipated under the Small-Scale Multi-Family designation, the development advances key Comprehensive Plan objectives by promoting a coordinated mix of uses, supporting pedestrian activity, and contributing to the creation of a defined destination within the area.

Rezoning:

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

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

The "GB" General Business zoning district is intended to accommodate a broad range of commercial uses, including retail, service, office, and entertainment uses that serve both the community and the surrounding region. The GB district is typically located along major corridors and is designed to support higher-intensity commercial activity with appropriate access, visibility, and supporting infrastructure. Development within the GB district is expected to contribute to an active streetscape and provide services that complement surrounding land uses.

In this case, the combination of MF-18 and GB zoning districts supports a mixed-use development pattern that integrates higher-density residential uses with commercial

and retail services. This approach is consistent with the intent of providing transitions along major corridors, while also creating opportunities for complementary uses that enhance walkability, access to services, and overall site functionality.

Review Criteria

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

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

    a. Staff finds the rezoning is in accordance with the 2014 comprehensive plan as it encourages adding higher density residential developments along and between corridors to support commercial and service uses along the corridors. The subject property is conveniently located along Adams Dairy Parkway that provides easy access to both transportation corridors and commercial districts.

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

    a. Staff finds the "MF-18" zoning district is intended to allow high-density residential living in buildings of four (4) or more stories to serve as a

transitional buffer between more intense and less intense uses. Staff further finds that the "GB" General Business district is intended to accommodate a range of commercial uses along major corridors, supporting higher-intensity activity and access to services. The proposed mixed-use development, incorporating both "MF-18" and "GB" zoning districts, furthers the intent of these districts by creating a cohesive development pattern that provides an appropriate transition while integrating residential and commercial uses.

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

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

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

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

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

a. Staff finds the proposed rezoning will not create a situation where the cost to supply the necessary services, facilities, and/or programs cannot be borne by the development. The property has access to public utilities and public streets built to City Standards.

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

    a. Every development may increase the value of some of the properties but decrease the value of others. However, staff finds that the proposed development would have an overall positive impact by redeveloping a long-vacant property, which increases the property value. The development would also have impact on adjacent commercial development with the addition of 252 new households as potential customers.

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

    a. Staff finds the requested rezoning to "PD/MU" Planned Development Mixed-Use is justified by changing conditions in the area, including evolving development patterns and increased demand for mixed-use environments. The proposed zoning better accommodates a coordinated mix of residential and commercial uses and aligns with the Comprehensive Plan.

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

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

9. The recommendations of professional staff.

    a. Staff recommends approval of this rezoning application.

PUD CONCEPT PLAN & ANALYSIS

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

Planned Unit Development Regulations:

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

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

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

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

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

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

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

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

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

Modifications Requested:

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

a. A reduction in the rear yard setback for Lot 2 from 20 feet to 10 feet is requested.

b. A reduction in the rear yard setback for Lot 5 from 20 feet to 5 feet is requested.

c. Frontage Type shall be as indicated on the approved landscape plan within the PD Concept Plan.

d. Drive-through stacking requirements for Lot 2 shall be reduced from 8 to 5 spaces between the order box and drive-through entry, and from 4 to 3 spaces between the pickup window and order box.

e. Buffer requirements between commercial lots and the residential lot shall be removed.

The applicant is requesting the following modification to the base zoning district regulations for the (MF-18) zoning district (per the 1996 UDC):

The minimum 20-foot front setback shall not apply to detached rear-facing garages.

Units per Floor: No maximum limit on units per floor, provided the overall unit density per square foot of building area remains consistent with the Planned Development Concept Plan.

Frontage Type shall be as indicated on the approved landscape plan within the PD Concept Plan.

Fencing and masonry columns shall be removed from the buffer requirements along Adams Dairy Parkway.

Concrete shall be added as an approved material for balconies and porches.

Vertical articulation shall be provided consistent with the architectural style reflected in the building elevations.

Shed roof forms shall be permitted for detached garages, provided they are consistent with the primary structures in terms of materials, scale, and architectural design.

TPO membrane roofing shall be added to the list of approved roofing materials.

Preliminary Plat Requirements:

The proposed Preliminary Plat meets the minimum standards described in the Unified Development Code Section 403.050 and the submittal requirements provided in the

Preliminary Plat application, except for the modifications requested through the Planned Unit Development.

Preservation:

The ±23.02-acre property is currently vacant and consists primarily of trees and open space. The proposed project will preserve existing vegetation along the eastern boundary, which directly abuts Adams Pointe Golf Course, as shown in the delineated areas on the landscape plan.

Phasing:

The development is proposed to be completed in (5) five phases, with the proposed development with the apartment complex first and then developing the commercial frontage.

Streets & Sidewalks:

The development will have three access points along Adams Dairy Parkway. These include a right-in/right-out access at the southern portion of the site that will be used for fire access, a primary access point at the intersection of Adams Dairy Parkway and Napoleon Drive, which will be signalized, and a left-in access on the northern portion of the site with associated median improvements along Adams Dairy Parkway. Additionally, the site will connect to the existing sidewalk along Adams Dairy Parkway and tie into an internal pedestrian network that provides access throughout the development, as shown on the Site Plan. The site will consist of 5-8 feet wide sidewalks meeting ADA standards throughout the development to serve pedestrian access as well as the connectivity to the existing Adams Dairy sidewalks.

Sidewalks adjacent to tracts are required to be installed prior to approval of the Final Plat for each development phase. Sidewalks adjacent to lot frontages are required to be installed prior to the issuance of a Certificate of Occupancy for each lot.

Traffic:

Based on the study, several improvements will be required to support the development. The northern access point will be designed as a partial access, with modifications to the

existing median to allow for a southbound left-turn lane. Landscaping within the median near this access point will also need to be adjusted to maintain clear visibility for drivers. A right-turn lane will be added for northbound traffic at the intersection of NE Adams Dairy Parkway and NE Napoleon Drive / South Drive to help improve traffic flow. Additionally, the development will also be required to install a signal pole on the west side of the Adams Dairy Parkway and Napoleon Drive intersection, as one does not currently exist.

Stormwater:

A final stormwater management plan will need to be prepared by a professional engineer registered in the State of Missouri and submitted to Public Works for review. Stormwater detention and stormwater quality requirements shall be met with this development project. The City requires adherence to APWA 5600 for Detention and Water Quality. Designs procedures for each water quality BMP are included in the MARC BMP Manual. Overland flow and detention areas shall be contained within a drainage easement. If the final stormwater plan results in significant changes from the Planned Development Concept Plan to the Planned Development Final Plan, the project will be required to return for additional review and approval.

Sanitary Sewer:

Sanitary sewer service is available to the site via an existing line located across Adams Dairy Parkway. The sewer has capacity to convey flows generated from this development but the developer is responsible for extending sewer within the property in order to serve this site. An engineer or surveyor will need to determine if the sewer invert elevations are such for this development to utilize this sanitary sewer.

Land Use & Density:

The proposed mixed-use development includes general business, retail, and multi-family residential uses. The project consists of approximately 26,000 square feet of retail space and four, four-story apartment buildings providing approximately 252 residential units, including studio, one-bedroom, two-bedroom, and three-bedroom options.
The development will also feature a centrally located clubhouse and a range of amenities, including a dog park, pickleball courts, and additional outdoor recreational areas.

Building Typology:

The building type standards are being reviewed under Section 405.020 Residential Design Apartment Complex. Through the PUD Concept plan process, the applicant is proposing the following development standards for each with modifications highlighted in yellow:

Standard	**Requirement**	**Proposed**
Front Setback	20 feet minimum	20 feet minimum ;The minimum 20-foot front setback shall not apply to detached rear-facing garages.
Corner Side Setback	10 feet minimum	10 feet minimum
Side Setback	10 feet minimum; except 20 feet when adjacent to a less intensive zoning district	10 feet minimum; except 20 feet when adjacent to a less intensive zoning district
Rear Setback	20 feet minimum	20 feet minimum
Building Coverage	60% of lot area	19%+/- of lot area
Building Height	65 feet and 5 stories	65 feet and 5 stories

*The garages provide visual screening for the multifamily (MF) parking areas, incorporating enhanced architectural detailing and landscaping, while reinforcing a cohesive neighborhood character.

The building type standards are being reviewed under Section 405.030 Non Residential Design Pad Site Buildings. Through the PUD Concept plan process, the applicant is proposing the following development standards for each with modifications highlighted in yellow:

Standard	Requirement	Proposed
Front Setback	0 feet to 10 feet on activity streets or when fronting on any part of the Civic Open Space System; 10 feet to 45 feet in all other cases	0 feet to 10 feet on activity streets or when fronting on any part of the Civic Open Space System; 10 feet to 45 feet in all other cases
Corner Side Setback	10 feet to 15 feet; except 0 feet to 10 feet when the first 30 feet of building frontage on the side street is designed to meet the standards of the front facade	10 feet to 15 feet; except 0 feet to 10 feet when the first 30 feet of building frontage on the side street is designed to meet the standards of the front facade
Side Setback	10 feet minimum	10 feet minimum
Rear Setback	20 feet minimum,	20 feet minimum, (Modification asked for Lots 2 and 5)
Building Coverage	65% of lot area	Under 65%+/- of lot area
Building Height	15 feet to 30 feet.; up to 2 stories	15 feet to 30 feet.; up to 2 stories

A reduction in the rear yard setback for Lot 2 from 20 feet to 10 feet
A reduction in the rear yard setback for Lot 5 from 20 feet to 5 feet

Parking:

Vehicular parking is required and proposed as follows:

Land Use	Required	Provided

Lot 1(Apartment Complex/ Clubhouse/office)	1 space per efficiency bedroom @ 25 units =25 stalls 1.5 spaces per 1 bedroom unit @126 units = 189 stalls 2 spaces per 2+ bedroom unit @ 101 units = 202 stalls 1 space per 200 SF of building area = 40 spaces **Total Spaces Required= 456 (2 accessible stalls per building)**	Garage spaces provided = 189 Standard Stalls Provided = 279 Accessible spaces provided = 12 spaces **Total spaces provided = 468 spaces**
aLot 2 (Restaurant, fast food)	Spaces required= 5	**Spaces provided= 5**
Lot 3 (Restaurant, Fast Food/ Restaurant, General/ Retail Sales and Services)	Restaurant, Fast Food =12 Restaurant, General=12 Retail Sales and Services=11 Total spaces required=35 spaces	**Total spaces provided=39 spaces (2 accessible)**
Lot 4 (Restaurant, Fast Food/ Restaurant, General/ Retail Sales and Services)	Restaurant, Fast Food =16 Restaurant, General=18 Retail Sales and Services=11 Total spaces required=45 spaces	**Total spaces provided=53 spaces (2 accessible)**

Lot 5 (Restaurant, Fast Food/ Restaurant, General/ Retail Sales and Services)	Restaurant, Fast Food =6 Restaurant, General=13 Retail Sales and Services=31 Total spaces required=50 spaces	**Total spaces provided=56 spaces (2 accessible)**

Bicycle parking is required and proposed as follows:

Land Use	Required	Provided
Apartment Complex	Spaces required = 8	Spaces provided = 8
Lot 2	Spaces required = 1	Spaces provided = 1
Lot 3	Spaces required = 4	Spaces provided = 4
Lot 4	Spaces required = 5	Spaces provided = 5
Lot 5	Spaces required = 5	Spaces provided = 5

Open Space:

Due to the residential portion of the development per "MF-18" zoning standards, because it is greater than 5 acres must provide at least 15% of the site as active open space meeting the Open Space standards of Section 406.030. Additionally, the "Apartment Complex" building type requires that a minimum of 40% of the total be open space though only 10% of the total site must be "active open space".

Active Open Space includes any space area meeting the Open Space Standards of Section 406.030. Open Space includes outdoor, unenclosed areas, designed and accessible for recreation, pedestrian access, or landscaping, but does not include parking areas, access drives/driveways, or other areas intended for vehicular travel, and

building coverage. **Illustrative details of amenities must be provided with the PUD Final Plan. A final landscape plan is required to be submitted for review and approval with the PUD Final Plan and must address landscaping in common tracts and street trees. The minimum number of plant units to meet landscape buffer requirements must also be provided.**

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

Open Space	Required	Proposed
Total Open Space	5.76 acres required	6.27+/- acres provided
Active Open Space	1.44 acres required	2.69+/- acres provided

Active Open Spaces per Concept Plan	Description	Proposed
Active Space 1	Clubhouse w/ amenities that consist of pool with deck, outdoor firepit, children play area, etc	1.91+/- acres
Active Space 2	Dog Park	0.35+/- acres
Active Space 3	Pickleball/Sport courts/Outdoor activity area	0.43+/- acres

Architectural Character:

The proposed development features a contemporary architectural style with a cohesive mix of materials and articulated façades. Primary exterior materials include fiber cement siding and panels, complemented by masonry at the base and darker accent panels that

add contrast and visual interest. The color palette consists of neutral tones such as gray, beige, and off-white, with charcoal accents for depth. The buildings utilize primarily flat roof forms with parapets, creating a modern profile while incorporating variations in height to break up the roofline. Façade articulation is achieved through recessed balconies, projecting elements, and varied window patterns, reducing large wall expanses and adding visual depth. The four-story buildings are designed with segmented massing to maintain a more pedestrian-friendly scale. Architectural features such as entry canopies, balconies, and material transitions at the ground level enhance the overall design and define building entrances. The clubhouse and accessory structures incorporate similar materials and forms to ensure consistency throughout the site. Overall, the design aligns with the character of surrounding development and reflects contemporary mixed-use standards. The submitted elevations and material selections demonstrate a cohesive and visually compatible project.
Final architectural designs meeting the architectural design standards shall be provided for review and approval with the PUD Final Plan.

Signage:

Signage has been depicted in the submitted plans, when the proposed monument signage is to be installed the that signage will be subject to a administrative sign permitting process. If the proposed signage does not comply with the Sign Code requirements, the applicant may submit a request for a Master/Alternative Sign Plan for review and approval.

Review Criteria

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

1. The plan represents an improvement over what could have been accomplished through strict application of otherwise applicable base zoning district standards based on the purpose and intent of the UDC.

    a. The proposed Planned Development (PD) District provides a creative and integrated design solution that would be difficult to achieve under the

conventional zoning regulations set forth in Chapter 404. The PD framework allows for flexibility in site layout, building placement, and the coordinated mix of residential and retail uses in a manner that promotes cohesive design and improved pedestrian connectivity. Through the use of the PD process, the development incorporates innovative site planning techniques, shared access, and enhanced architectural design elements that respond to site constraints and surrounding development patterns. This flexibility allows the project to achieve a higher level of design quality and functional integration than would typically be possible under standard district regulations, while still maintaining compatibility with adjacent properties and compliance with applicable development standards..

2. The existing or proposed utility services are adequate for the proposed development.

    a. Staff finds that the proposed development can be adequately served by existing and planned utility infrastructure. Coordination with applicable utility providers will be required to confirm capacity, identify any necessary system improvements, and ensure that service is provided without adversely impacting existing customers. Any required upgrades, extensions, or relocations of utilities shall be the responsibility of the developer and must be completed in accordance with City standards and the requirements of the respective utility providers

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

    a. The proposed Planned Development (PD) District is consistent with the overall direction, intent, and policies of the City's Comprehensive Plan. The

development supports the Plan's goals for balanced growth by integrating residential and retail uses in a cohesive, walkable environment. The site design promotes connectivity, efficient use of existing infrastructure, and thoughtful land use patterns that align with the long-term vision for the area. Additionally, the project advances Comprehensive Plan objectives related to economic vitality, housing diversity, and strategic infill development. By utilizing existing roadway and utility systems and incorporating pedestrian improvements, the proposed PD contributes to sustainable growth and reinforces the City's policy framework for orderly and coordinated development.

4. The development is consistent with and implements the planning goals and objectives of the City, as contained in the Comprehensive Plan and other adopted policy resolutions.

    a. The proposed Planned Development (PD) District is consistent with the overall direction, intent, and policies of the City's Comprehensive Plan. The development supports the Plan's goals for balanced growth by integrating residential and retail uses in a cohesive, walkable environment. The site design promotes connectivity, efficient use of existing infrastructure, and thoughtful land use patterns that align with the long-term vision for the area. Additionally, the project advances Comprehensive Plan objectives related to economic vitality, housing diversity, and strategic infill development. By utilizing existing roadway and utility systems and incorporating pedestrian improvements, the proposed PD contributes to sustainable growth and reinforces the City's policy framework for orderly and coordinated development.

5. The Planned Unit Development Concept Plan is consistent with good general planning practice and the development will promote the general welfare of the city.

    a. The proposed Planned Development (PD) District is consistent with the public health, safety, and welfare by providing a thoughtfully designed mixed-use environment that incorporates safe vehicular access, ADA-compliant pedestrian facilities, and coordinated utility infrastructure. The development has been evaluated for traffic, stormwater management, fire protection, and utility capacity to ensure compliance with applicable standards and to minimize impacts on surrounding properties. Additionally, the project promotes efficiency and economy in the use of land and public resources by utilizing existing roadway infrastructure, available utility services, and previously developed areas. The coordinated site design and integration of residential and retail uses support balanced growth while making effective use of land and infrastructure investments.

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

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

Approval of a Concept Plan shall constitute acceptance of the overall planning concepts and development parameters. An approved Concept Plan shall lapse and be of no further force and effect if a Final Plan (or a Final Plan for a designated phase of the Concept Plan) has not been approved within two (2) years of the date of approval of the Concept Plan.

Review Criteria

A Preliminary Plat shall be reviewed based on the following criteria:

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

    a. Staff finds that the proposed development is generally consistent with the goals and recommendations of the Comprehensive Plan and supporting policy documents. The layout and design of the development, including the arrangement of streets, blocks, lots, and open spaces, reflect the principles of connectivity, efficient land use, and compatible integration with surrounding development patterns.

2. Compliance with the requirements of this Development Code. In particular the blocks and lots proposed are capable of meeting all development and site design standards under the existing or proposed zoning.

    a. Staff finds that the proposed development generally complies with the requirements of the Development Code. The proposed block and lot

configuration is capable of meeting applicable development and site design standards under the requested zoning designation. The application includes a Planned Development (PD) District, which allows for flexibility from certain strict code requirements in order to achieve a cohesive, high-quality site design. The requested modifications are limited in scope and are intended to address site-specific constraints, enhance internal circulation, and promote an integrated mix of uses. Staff finds that these modifications do not undermine the intent of the Development Code, and in many cases, support the overall design objectives related to connectivity, compatibility, and efficient land use.

3. Any phasing proposed in the application is clearly indicated and demonstrates a logical and coordinated approach to development, including coordination with existing and potential development on adjacent property.

    a. Staff finds the proposed five (5) phase development plan to be logical and well-coordinated. The residential component is proposed in the initial phase, establishing early occupancy, with subsequent phases building out supporting uses. Infrastructure, access, and utilities will be extended with each phase, and the plan accounts for coordination with adjacent properties. As proposed, the phasing approach meets the intent of the Development Code.

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

a. A preliminary study was not provided with the application; however, a final engineering analysis will be required at the PD Final Plan stage to fully evaluate potential impacts, including stormwater. The development will be required to comply with all City standards for stormwater management, including detention and water quality requirements, and must submit a final stormwater management plan prepared by a licensed professional engineer. Should the final study identify the need for substantial modifications, the applicant will be required to amend the approved PD Concept Plan accordingly. Any required improvements or modifications, including associated costs, shall be the responsibility of the developer. With these requirements in place, staff finds that potential impacts can be adequately mitigated through generally accepted planning and engineering practices while ensuring long-term functionality and sound fiscal investment.

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

    a. Staff finds that the proposed development will not deter existing or future development on adjacent properties from meeting the goals and policies of the Comprehensive Plan. The site design, access, and infrastructure layout are planned to support connectivity and compatibility with surrounding properties.

6. The design does not impede the construction of future public infrastructure within the area.

    a. Staff finds that the proposed development will not impede the construction of future public infrastructure within the surrounding area.

The site layout has been designed to accommodate necessary public improvements, including rights-of-way, utility extensions, and potential roadway connections.

7. The recommendations of professional staff.

    a. Staff recommends approval of this Preliminary Plat application.

Approval of the preliminary plat shall constitute acceptance of the overall planning concepts for the subdivision and is a prerequisite for the filing of a final plat. After approval of the preliminary plat the applicant may proceed with the construction plans and submit the proposed final plat for review and approval.

Staff Recommendations:

Staff recommends approval of the Rezoning, Planned Development Concept Plan, and Preliminary Plat subject to the following conditions:

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

    a. The rear yard setback for Lot 2 shall be reduced from 20 feet to 10 feet.

    b. The rear yard setback for Lot 5 shall be reduced from 20 feet to 5 feet.

    c. Frontage Type shall be as indicated on the approved landscape plan within the PD Concept Plan.

d. Drive-through stacking requirements for Lot 2 shall be reduced from 8 to 5 spaces between the order box and drive-through entry, and from 4 to 3 spaces between the pickup window and order box.

e. Buffer requirements between commercial lots and the residential lot shall be removed.

f. The minimum 20-foot front setback on the residential portion of the development shall not apply to detached rear-facing garages.

g. Units per Floor: No maximum limit on units per floor, provided the overall unit density per square foot of building area remains consistent with the Planned Development Concept Plan.

h. Fencing and masonry columns shall be removed from the buffer requirements along Adams Dairy Parkway.

i. Concrete shall be added as an approved material for balconies and porches.

j. Vertical articulation shall be provided consistent with the architectural style reflected in the building elevations.

k. Shed roof forms shall be permitted for detached garages, provided they are consistent with the primary structures in terms of materials, scale, and architectural design.

l. TPO membrane roofing shall be added to the list of approved roofing materials.

2. Lot 3 south drive shall be a minimum 100' from the Lot 2 north drive, shall be one-way right out only and angled as such with a maximum 20' width. A "Do Not Enter" sign shall be installed indicating a one-way out exit.

3. All proposed buildings shall have an accessible ADA path to the ROW of Adams Dairy Parkway.

4. Signage shall be installed the Stream Buffer delineating it and indicating no disturbance allowed.

5. The southernmost fire access entrance shall not exceed a maximum grade of 10 percent, in compliance with applicable fire safety standards.

6. All public infrastructure shall be installed with easements or ROW. The City of Blue Springs Design and Construction Manual shall be followed regarding design and construction specifications prior to Final Plat approval.

7. Provide a Final Drainage Study in accordance with the City of Blue Springs Design and Construction Manual and supplemental requirements, demonstrating runoff reductions for the 1-, 10-, and 100-year storm events. Detention and BMP facilities shall be designed and constructed in accordance with the approved Final Drainage Study. Any necessary site redesign due to the absence of a preliminary drainage study shall be the responsibility of the developer/engineer and may require an amendment to the PD Concept Plan. Following construction of detention facilities, submit a sealed certification letter from a Professional Engineer licensed in the State of Missouri verifying that the stormwater detention system was constructed in accordance with approved plans and functions as designed.

8. The project shall comply with the recommendations of the submitted Traffic Impact Study.

9. As-built drawings shall be provided prior to City acceptance of public infrastructure or prior to release of applicable performance securities, as determined by the City Engineer or the appropriate designee.

10. The traffic signal improvements at Adams Dairy Parkway and Napoleon Drive shall be designed, approved, and installed in accordance with City Standards prior to issuance of the first Certificate of Occupancy, unless otherwise approved by the City Engineer or the appropriate designee.

11. Developer shall coordinate with Public Works Department regarding proposed street lighting prior to Final Plat approval.

12. A permit from the Missouri Department of Natural Resources (MDNR) is required for land disturbance greater than one acre.

    a. As required by the MDNR land disturbance permit, a storm water pollution prevention plan (SWPPP) is also required to ensure maintenance, inspection, and flexibility for erosion control and storm water quality on the project during construction. The City of Blue Springs Engineering Division requires confirmation that the SWPPP has been prepared and the land disturbance permit has been acquired prior to beginning construction activities.

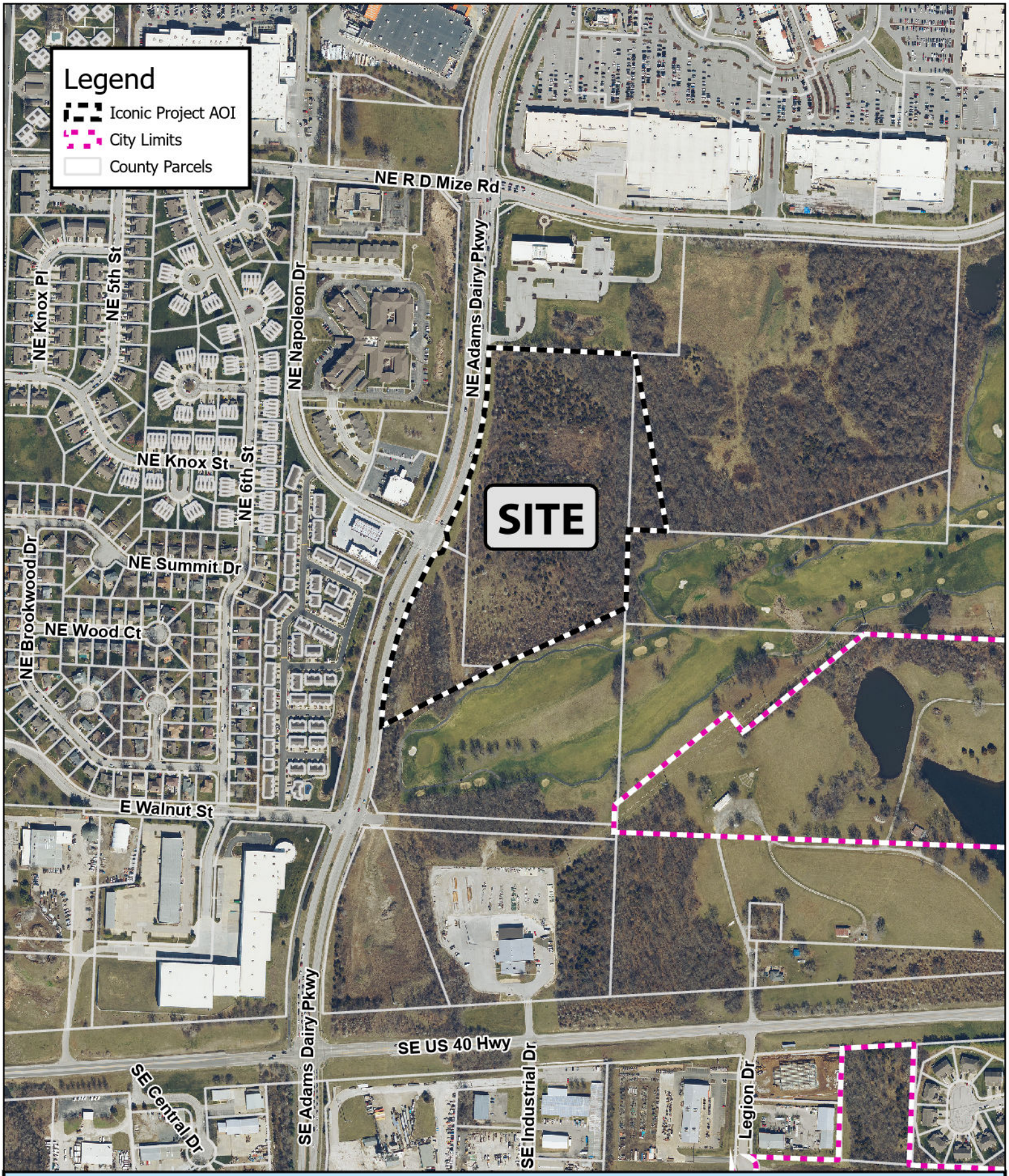
13. A maintenance bond will be required following infrastructure acceptance by the City and prior to Final Plat approval. The bond shall be in the amount equal to one-half (1/2) of the cost of construction, to guarantee against defects in construction for a period of two (2) years.

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

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

16. Parking lot landscaping shall be reasonably dispersed throughout off-street parking areas and will be reviewed during time of PD Final.

17. Prior to issuance of the first building permit, the off-site BMP/detention easement shall be approved by the City, executed by the property owner(s), and recorded with the County Recorder of Deeds.



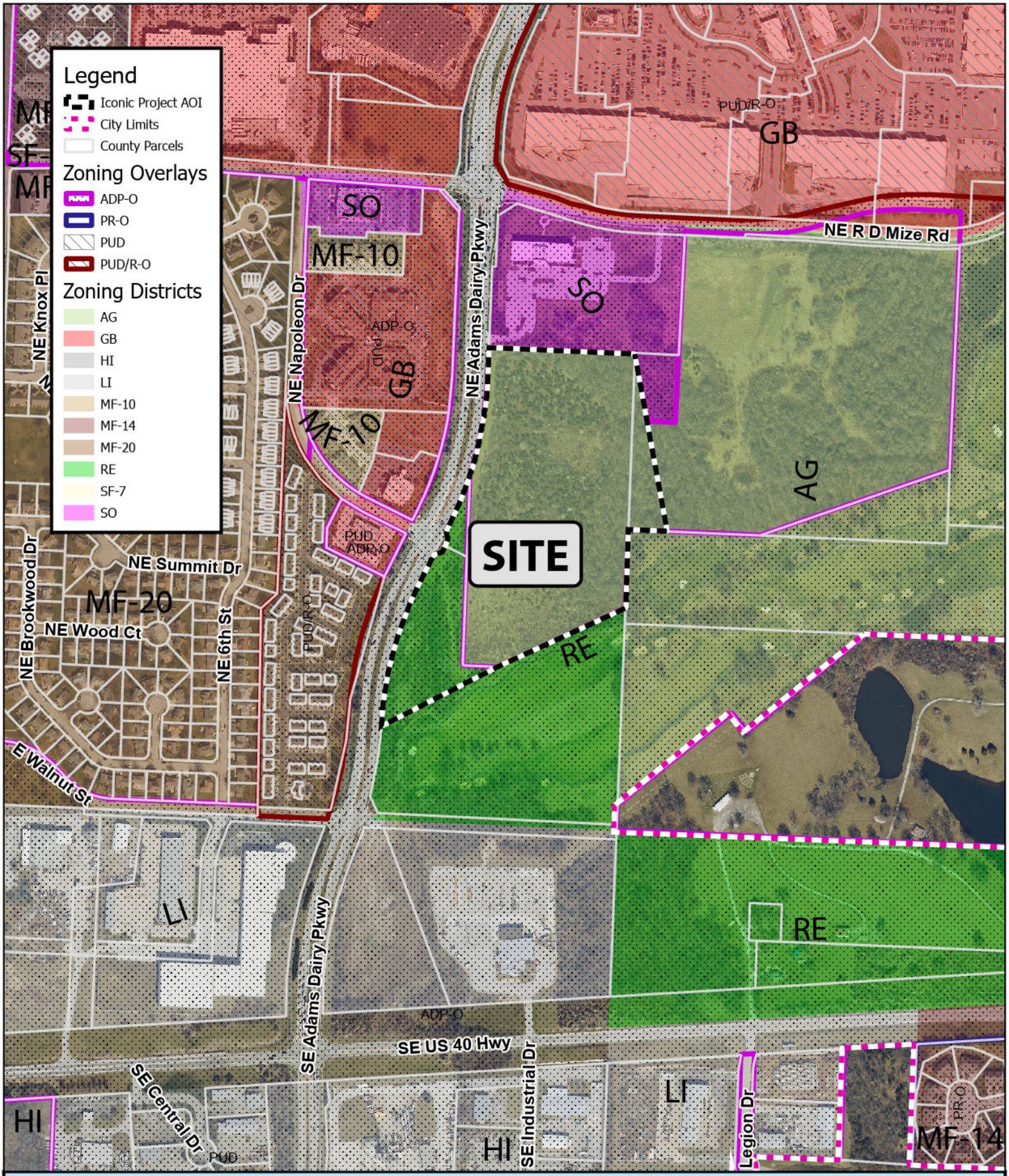
BLUE SPRINGS
MISSOURI

RZ-02-26-9822 / PDC-02-26-9823 / PP-02-26-9824
ICONIC BLUE SPRINGS
AERIAL LOCATION MAP

N

1" = 500'

Date: 03/06/26



BLUE SPRINGS
MISSOURI

RZ-02-26-9822 / PDC-02-26-9823 / PP-02-26-9824
ICONIC BLUE SPRINGS
SITE LOCATION AND ZONING MAP

N

1" = 500'

Date: 03/06/26

Iconic Blue Springs

Written Narrative

Rezoning

- Provide the reason for the request to rezone. Include the existing zoning and the proposed zoning

  The applicant is requesting a rezoning of the subject property from its current zoning classification to a Concept Planned Development (PD) District to allow for a coordinated mixed-use development integrating multifamily residential, neighborhood-serving retail, and shared amenities.

  The existing zoning does not allow the proposed combination of residential density, commercial uses, site circulation, shared parking strategies, and integrated open space needed to deliver a high-quality mixed-use project at this prominent location along Adams Dairy Parkway. The PD approach allows the City and applicant to collaboratively establish development standards that ensure design quality, flexibility, and long-term compatibility.

- Describe any unique characteristics of the property and explain why the property cannot be used under the existing zoning

  The subject property is uniquely suited for a mixed-use development due to:

  - Its frontage and visibility along Adams Dairy Parkway, a major arterial corridor
  - The site's large scale and irregular topography, requiring a coordinated grading, parking, and building approach
  - The presence of natural stream corridors and drainage features, which are incorporated into the site's open space and stormwater design
  - Proximity to existing and planned commercial, residential, and civic uses in the Adams Dairy Parkway area

  The property cannot be reasonably or fully utilized under existing zoning without significant variances or fragmented development that would underutilize this strategic corridor.

- Describe the conformance of this rezoning with the Comprehensive Plan and how it is consistent with Development Policies and the Future Land Use Map

  The proposed rezoning is consistent with the City of Blue Springs Comprehensive Plan, which identifies the Adams Dairy Parkway corridor as appropriate for mixed-use, higher-density residential, and commercial development.

  The project supports Comprehensive Plan goals by:

- Promoting compact, walkable development
- Encouraging diversification of housing options
- Supporting commercial growth in designated corridors
- Reducing vehicular trips by co-locating residential and retail uses
- Preserving natural features while enhancing public infrastructure

The future land use designation contemplates the type and intensity of development proposed.

- Describe the character of the surrounding neighborhood and how the proposed rezoning fits into the existing zoning pattern. Provide an explanation if the rezoning creates a small, isolated district unrelated to surrounding districts

  Surrounding development consists primarily of:

  - Commercial and retail uses along Adams Dairy Parkway
  - Multifamily and attached residential developments
  - Institutional and civic uses

  The proposed rezoning fits naturally within the existing zoning pattern and does not create an isolated or incompatible zoning district. Instead, it functions as a transitional mixed-use development, reinforcing the evolving character of the corridor.

- Describe the potential Traffic Conditions of the proposed use and if any increase in traffic/turning movements will create an undue traffic hazard. Include the names of the public street(s) that provide access to the property, along with their street classification and their right-of-way width.

  Access to the site will be provided from Adams Dairy Parkway, a designated principal arterial, in conjunction with an internal looping public street designed to support efficient site circulation and emergency vehicle access.

  While the proposed development will generate additional traffic, trip distribution will be shared between the residential and retail components, which helps moderate peak-hour concentrations. The retail uses are expected to generate shorter, more localized trips throughout the day, while residential traffic will follow typical multifamily peak-hour patterns.

  All access points, turning movements, and internal circulation will be designed in full compliance with City standards and are not anticipated to create undue traffic or safety concerns. A Traffic Impact Study (TIS) has been completed for the project and is included as part of the overall submittal package.

- Explain if platting or re-platting is required to create appropriately sized lots, properly sized rights-of-way, or easements such as drainage, utility, landscape, etc.

Platting and/or re-platting will be required to:

- Establish appropriately sized residential and commercial lots
- Dedicate public rights-of-way
- Define drainage, utility, landscape, and access easements

All platting will be completed in conformance with City standards prior to final approvals.

Concept Planned Development District

- The proposed use(s) & development/construction timeline

  Project Components
  The proposed development will include the following elements:

  - Multifamily residential buildings with a mix of surface, tuck-under, and detached garage parking
  - Neighborhood-serving retail and drive-thru uses
  - A centrally located clubhouse and amenity area
  - Passive and active open spaces, including a pool and associated pool deck, pickleball courts, and community gathering areas

  Phasing & Timing
  The overall development is anticipated to commence concurrently, beginning with site-wide grading and utility installation. Construction of the multifamily residential component is expected to occur over an approximately 18- to 24-month timeframe, consistent with similar projects of this scale.

  Development of the retail component will be influenced by market conditions, including tenant interest and overall demand, and may be delivered on a schedule independent of the residential construction.

- Reason(s) the proposal is in the public's interest and how it is consistent with the intent of the Comprehensive Plan and any other applicable plans

  The proposed PD District is in the public interest because the project:

  - Enhances a major gateway corridor
  - Adds needed housing inventory and choice
  - Expands the City's commercial tax base
  - Improves public infrastructure and stormwater systems
  - Creates high-quality open space

  The proposal is consistent with the Comprehensive Plan, Development Policies, and prior City initiatives encouraging mixed-use development.

List all requested instances where the proposed development differs from the applicable zoning and development code requirements (i.e. setback reduction, etc.)

Chapter 405 – Building and Use Regulations

- *Section 405.020 – Residential Building Type Standards*
  - Apartment – Complex
    - Setbacks – Front: Minimum 20-ft front setback on Napoleon Drive shall not apply to detached rear facing garages.
      - Justification:
        - The garages provide screening of the MF parking fields with enhanced architectural features and landscaping and reinforces a cohesive neighborhood character.
        - The garage entries will below street level so the height is not overbearing.
    - Frontage Type – Frontage types shall be as indicated on the Overall Landscape Plan in the Approved Concept PD.
      - Justification: Provides design flexibility required and ensures a more cohesive planned development appearance.
    - Units per Floor - No maximum limit on units per floor, provided that the relative number of units per sf of building area is generally consistent with the approved concept plan.
      - Justification: This will allow flexibility in architectural floorplan of buildings while limiting overall density to match the intent of the planned development as shown in the concept plan.
- *Section 405.030 – Non-Residential Building Type Standards*
  - Pad site building setbacks shall be defined as a minimum setback as listed in the approved concept PD Plans.
    - Justification: This allows flexibility to adapt individual commercial layouts as needed, subject to PD Final Plan approval.
  - Frontage Type – Frontage types shall be as indicated on the Overall Landscape Plan in the Approved Concept PD.
    - Justification: Provides design flexibility required and ensures a more cohesive planned development appearance.
  - Design and Performance Standard modifications shall be requested and approved on a case-by-case basis with Final PD Review. PD amendment may be required for major alterations, at staff discretion.
    - Justification: Provides design flexibility while ensuring each site upholds the intent of the code.

Chapter 407 – General Development Standards

- *Section 407.010 Parking and Loading*
  - Parking facilities located underneath apartment buildings shall not be included in the determination of maximum allowable parking.
    - Justification:

- The interior parking garages do not increase the overall footprint of the parking area on the site and therefore excluding them would not alter the intent of the code.

- Stacking Spaces For Drive-Throughs: Minimum stacking requirements for drive-through restaurants for Lot 2.
  - Reduce stacking from 8 to 5 spaces between the order box and the drive through entry
  - Reduce stacking from 4 to 3 spaces between the window and order box
  - Justification: Due to the irregular shape of the lot, this reduction maintains operational efficiency, avoids circulation impacts, and supports flexibility for high-quality, quick-service tenants. This request is consistent with contemporary mixed-use environments.

- *Section 407.040 – Buffers, Screens and Fencing*
  - Remove fencing and masonry columns from buffer requirement along Adam's Dairy Parkway.
    - Justification: The site is being rezoned to PD, and the only MF-18 equivalent portion of the site adjacent to Adam's Dairy Parkway consists of a stormwater control area and parking. Therefore, the elimination of the fence and columns as shown is intended to represent an equivalent character as the rest of the ADP frontage for the remaining balance of this development. Only about 1/3 of the total frontage along ADP is MF-18 equivalent, so incorporating additional infrastructure along frontage, which includes the least intensive uses, would draw more attention to the area. Additionally, the extra greenspace provided in excess of the 25-ft minimum setback provide for enhanced landscaping separation.

  - Remove buffer requirements between the proposed commercial lots and residential lot.
    - Justification: Since this is a master planned development under a single ownership, a landscape buffer is not desired. It is intended for this to be a harmoniously designed system with thoughtful interconnectivity and transparency. Several detached garages are used along the edges between the MF-18 and GB equivalent lots to help enclose the MF-18 parking fields, but highly congested transitions are not envisioned. Additionally, these garages act as a 6ft minimum height masonry "fence" along much of the adjoining property lines, fulfilling the direction for "architectural improvement and/or landscape enhancement along street facing facades of the garage structures." – *Email from Nic Hutchison dated 12/11/2026.* The design team is intending for the architectural improvements along the street facing portions of the project (along future Napolean Dr. extension) to provide adequate transitions. Finally, the city has requested a buffer on each side of the adjoining property line for lots 1 & 5. We understand this is not required based on UDC Section 407.040.D.1.d.: "*In those*

cases where a landscape buffer that complies with the buffer standards of this Section is already in place — whether on the site of the developing property or on the site of the adjacent property — the property owner shall not be required to install another landscape buffer." If a buffer were to be required, it would only need be on one side of the property line, not both.

- *Section 407.080 – Residential Design*
  - Vertical Massing
    - Vertical articulation shall be provided comparable to the architecture in the respective elevations.
  - Front Entrance Variation
    - Front entry design may avoid variation to improve wayfinding given a comparable level of façade articulation as represented in the concept elevations and considering the larger size of these buildings.
  - Balcony and Porch Materials
    - Concrete shall be added as a approved material for balconies and porches.
  - Roof Forms and Materials
    - TPO membrane roofing shall be added to the list of approved roofing materials.
  - Front Loaded Garages
    - There shall be no maximum percentage of front-loaded garage composition along the front façade.
  - Detached Garages and Accessory Structures
    - Shed roof forms shall be allowed for detached garages, provided they match the primary buildings in materials, scale and architecture.
  - Justification: Does not oppose the intention of the code and allows for a more thoughtfully planned development.

The proposed development satisfies all Zoning Map Amendment and Planned Development District Review Criteria, including consistency with the Comprehensive Plan, compatibility with surrounding uses, provision of public services, protection of property values, and incorporation of innovative urban design standards that cannot otherwise be achieved through conventional zoning.

Multifamily Amenities – Example

The proposed multifamily component is envisioned to deliver a high-quality, amenity-rich living environment. The amenities and features outlined below are representative of the anticipated level of quality and programming and may be further refined prior to Final PD submittal.

Clubhouse & Indoor Amenities

- Professionally managed clubhouse with on-site staff and resident services
- Tech-enabled community spaces, including:
  - Community lounge and gathering areas
  - Business and media center
  - Cyber café with community Wi-Fi
- Resident entertainment spaces, which may include:
  - Game tables
  - Arcade or interactive gaming
  - Media or theater room
- Secure indoor mail and package facilities, including:
  - Full indoor mail room
  - Digital parcel lockers and oversized package storage

Fitness & Wellness Amenities

- Full-service fitness center with:
  - Cardio and strength training equipment
  - Free weights
- Dedicated studio space for:
  - Group fitness classes
  - Yoga, stretching, or spin
- Digital or interactive fitness systems may be incorporated
- Outdoor wellness opportunities integrated into open space

Pool & Outdoor Social Spaces

- Outdoor resort-style swimming pool, potentially including:
  - Lap pool area
  - In-pool seating and lounge features
- Expansive pool deck with:
  - Lounge seating and shaded areas
  - Integrated lighting and sound system
- Outdoor living and entertainment areas, which may include:
  - Poolside bar or gathering area
  - Fire features and fireplaces
  - Built-in grilling stations
  - Covered pergolas or pavilion structures
- Pickleball courts and other active recreation amenities
- Outdoor gathering areas designed for events, social programming, and informal use

Site & Community Features

- Multiple interconnected open spaces and courtyards
- Water features and preserved natural areas

- Dog park(s) and pet-friendly amenities
- Community-wide Wi-Fi in select outdoor areas
- Thoughtfully designed refuse and service areas with architectural screening

Parking & Mobility

- Combination of parking options, including:
  - Detached garages
  - Tuck-under garages
  - Surface parking
- Parking areas designed for visibility, safety, and ease of patrol
- Internal circulation designed to accommodate emergency access and service vehicles

Building & Site Design

- High-quality, architecturally cohesive buildings with:
  - Durable exterior materials
  - Contemporary yet timeless design
- Buildings arranged to:
  - Preserve views
  - Create usable courtyards
  - Work with existing terrain to reduce perceived height and mass
- Roof-mounted mechanical equipment fully screened
- Elevators and conditioned corridors in residential buildings
- Secure access control systems and integrated security features

Residential Unit Features

- Modern, open-concept floorplans
- Private balconies or patios for all units
- Designer kitchens, which may include:
  - Quartz or solid-surface countertops
  - Tile backsplashes
  - Designer cabinetry
  - Energy-efficient, stainless-steel appliances
- Spa-inspired bathrooms with:
  - Hard-surface countertops
  - Undermount sinks
  - Designer fixtures and lighting
- Spacious walk-in closets and upgraded storage solutions
- In-unit laundry in all units
- High-quality interior finishes throughout, including:
  - Designer LVT or engineered wood flooring in living areas
  - Upgraded carpet in bedrooms
- Integrated technology infrastructure, including:
  - High-speed internet readiness
  - Cable and smart-home compatible systems

CONCEPT PLAN FOR
ICONIC BLUE SPRINGS

SECTION 32, TOWNSHIP 49N, RANGE 30W
BLUE SPRINGS, JACKSON COUNTY, MISSOURI 64014



VICINITY MAP
N.T.S.

PROPERTY DESCRIPTION:

A TRACT OF LAND LOCATED IN PART OF THE NORTH HALF OF SECTION 32, TOWNSHIP 49 NORTH, RANGE 30 WEST, CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 32, MARKED BY A 5/8" REBAR WITH A 2" ALUMINUM ID CAP "KVE", THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32, NORTH 02°14'57" EAST, 878.75 FEET, TO THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, LEAVING SAID EAST LINE, SOUTH 69°41'34" WEST, 1055.44 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF ADAMS DAIRY PARKWAY, AS NOW ESTABLISHED; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 05°35'28" EAST, 20.95 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1375.40 FEET, A CURVE LENGTH OF 504.48 FEET, A CHORD BEARING OF NORTH 16°06'06" EAST, AND A CHORD LENGTH OF 501.66 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 71°35'47" EAST, 35.36 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 63°25'00" EAST, 98.60 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 26°36'34" EAST, 60.00 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE , NORTH 63°25'00" WEST, 98.60 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 18°24'13" WEST, 35.35 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 26°36'34" EAST, 26.02 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1489.40 FEET, A CURVE LENGTH OF 627.63 FEET, A CHORD BEARING OF NORTH 14°32'14" EAST, AND A CHORD LENGTH OF 623.00 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 02°27'54" EAST, 135.08 FEET, TO THE SOUTHWEST CORNER OF LOT 1, SAINT LUKE'S NEIGHBORHOOD CLINIC, FIRST PLAT, A SUBDIVISION IN THE CITY OF BLUE SPRINGS; THENCE ALONG THE SOUTH LINE OF SAID LOT 1, SOUTH 87°14'10" EAST, 604.07 FEET, TO THE SOUTHEAST CORNER OF SAID LOT 1 AND BEING A POINT ON THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE LEAVING SAID SOUTH LINE, SOUTH 09°51'19" EAST, 742.53 FEET; THENCE NORTH 87°30'44" WEST, 155.70 FEET, TO A POINT ON THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE ALONG SAID EAST LINE, SOUTH 02°14'57" WEST, 372.80 FEET, TO THE POINT OF BEGINNING AND CONTAINS 23.02 ACRES, MORE OR LESS.



INDEX OF SHEETS

C1.00	COVER SHEET
C2.00	EXISTING CONDITIONS
C3.00	CONCEPT SITE PLAN
C4.00	OPEN SPACE PLAN
C5.00	PHASING PLAN
L1.00	OVERALL LANDSCAPE PLAN
SP1.00	ARCHITECTURAL COLOR SITE PLAN
A1.00	CONCEPT ELEVATIONS
A2.00	CONCEPT ELEVATIONS
A3.00	CONCEPT ELEVATIONS

PROJECT SUMMARY:

ZONING & LANDUSE

EXISTING ZONING:	AGRICULTURE (AG), RESIDENTIAL ESTATE (RE)
EXISTING LANDUSE:	VACANT LAND
PROPOSED ZONING:	PLANNED DEVELOPMENT/MIXED USE (PD/MU)
BASE ZONING:	GENERAL BUSINESS (GB) HIGH DENSITY MULTI-FAMILY (MF-18)
PROPOSED LANDUSE:	MIXED USE (COMMERCIAL & MULTI-FAMILY RESIDENTIAL)
ADJACENT:	NORTH: SERVICE OFFICE (SO) - SAINT LUKE'S CLINIC EAST: AGRICULTURE (AG) - ADAM'S POINT GOLF COURSE SOUTH: LIGHT INDUSTRIAL (LI) - EVERGY CENTER WEST: GENERAL BUSINESS (GB) - MIXED COMMERCIAL

AREA SUMMARY

GROSS PROPERTY:	23.02± ACRES
NEW RIGHT-OF-WAY:	1.17± ACRES
NET PROPERTY:	21.85± ACRES
DETENTION TRACT:	2.56 ACRES
MULTI-FAMILY:	AREA = 14.36± ACRES UNITS = 252 NET DENSITY = 17.5 UNITS/ACRE OPEN SPACE = 8.96± ACRES (62%) ACTIVE OPEN SPACE = 2.69± ACRES (19%) UNITS PER FLOOR: WALKOUT BASEMENT = 8 UNITS 1ST FLOOR = 9 UNITS 2ND FLOOR = 18 UNITS 3RD FLOOR = 18 UNITS 4TH FLOOR = 13 UNITS *NOTE BUILDING ONE DOES NOT HAVE A WALKOUT BASEMENT
COMMERCIAL:	LAND AREA = 4.90± ACRES TOTAL BUILDING AREA = 25,000± SF BUILDING COVERAGE = 65% MAXIMUM

BUILDING TYPES: APARTMENT COMPLEX, CLUBHOUSE/OFFICE, SMALL COMMERCIAL PAD SITE

BUILDING STANDARDS SUMMARY

LOT 1 - APARTMENT COMPLEX

AREA	= 14.36± ACRES
FRONT YARD SETBACK	= 50-FT ON ADAM'S DAIRY PARKWAY = 20-FT ON NAPOLEON DRIVE
SIDE YARD SETBACK	= 10-FT ADJACENT TO SO ZONING = 20-FT ADJACENT TO AG ZONING
REAR YARD SETBACK	= 20-FT MINIMUM
CORNER SIDE YARD SETBACK	= 10-FT MINIMUM
MAX. BUILDING COVERAGE	= 60% (376,358± SF)
MAX. BUILDING HEIGHT	= 65-FT (5 STORIES)

DETACHED GARAGES MAY ENCROACH IN 20-FT FRONT SETBACK

LOT 2 - COMMERCIAL PAD SITE

AREA	= 0.85± ACRES
FRONT YARD SETBACK	= 10-FT MINIMUM
SIDE YARD SETBACK	= 10-FT MINIMUM
REAR YARD SETBACK	= 10-FT MINIMUM
CORNER SIDE YARD SETBACK	= 10-FT MINIMUM
MAX. BUILDING COVERAGE	= 65% (23,217± SF)
MAX. BUILDING HEIGHT	= 30-FT (2 STORIES)

LOT 3 - COMMERCIAL PAD SITE

AREA	= 1.07± ACRES
FRONT YARD SETBACK	= 10-FT MINIMUM
SIDE YARD SETBACK	= 10-FT MINIMUM
REAR YARD SETBACK	= 10-FT MINIMUM
CORNER SIDE YARD SETBACK	= 10-FT MINIMUM
MAX. BUILDING COVERAGE	= 65% (30,862± SF)
MAX. BUILDING HEIGHT	= 30-FT (2 STORIES)

LOT 4 - COMMERCIAL PAD SITE

AREA	=1.50± ACRES
FRONT YARD SETBACK	= 10-FT MINIMUM
SIDE YARD SETBACK	= 10-FT MINIMUM
REAR YARD SETBACK	= 10-FT MINIMUM
CORNER SIDE YARD SETBACK	= 10-FT MINIMUM
MAX. BUILDING COVERAGE	= 65% (41,905± SF)
MAX. BUILDING HEIGHT	= 30-FT (2 STORIES)

LOT 5 - COMMERICAL PAD SITE

AREA	= 1.49± ACRES
FRONT YARD SETBACK	= 10-FT MINIMUM
SIDE YARD SETBACK	= 10-FT MINIMUM
REAR YARD SETBACK	= 5-FT MINIMUM
CORNER SIDE YARD SETBACK	= 10-FT MINIMUM
MAX. BUILDING COVERAGE	= 65% (42,188± SF)
MAX. BUILDING HEIGHT	= 30-FT (2 STORIES)

CONSTRUCTION SCHEDULE:

PHASE 1: RESIDENTIAL DEVELOPMENT AND PUBLIC IMPROVEMENTS
BEGIN CONSTRUCTION - SPRING 2027

PHASE 2 - 5 : COMMERCIAL DEVELOPMENT
BEGIN CONSTRUCTION - SPRING 2028

PARKING ANALYSIS:

APARTMENT COMPLEX:
3 - 4 STORY APARTMENT BUILDINGS W/ WALKOUT BASEMENT, 65 UNITS
1 - 4 STORY APARTMENT BUILDINGS, 57 UNITS
1 - CLUBHOUSE/OFFICE, 8000 SF
TOTAL UNITS = 252

REQUIRED PARKING

APARTMENT BUILDINGS:
1.0 SPACES PER EFFICIENCY UNIT (25 UNITS) = 25 STALLS
1.5 SPACES PER 1 BEDROOM UNIT (126 UNITS) = 189 STALLS
2.0 SPACES PER 2+ BEDROOM UNIT (101 UNITS) = 202 STALLS
ACCESSIBLE PARKING REQUIREMENT: 1 ACCESSIBLE SPACE PER MOBILITY ACCESSIBLE UNIT + 2% OF RESIDENT PARKING EXCEEDING UNIT COUNT

CLUBHOUSE/OFFICE:
1 SPACE PER 200 SF BUILDING AREA (8,000 SF) = 40 SPACES (1 ACCESSIBLE, 1 VAN ACCESSIBLE)
REQ. (2 VAN ACCESSIBLE PROVIDED)

SPACES REQUIRED	= 456 (2 ACCESSIBLE STALLS PER BUILDING)
GARAGE SPACES PROVIDED	= 189
STANDARD STALLS PROVIDED	= 279
ACCESSIBLE SPACES PROVIDED	= 2 PER BUILDING + 1 PER TRASH ENCLOSURE (2) + 2 CLUBHOUSE = 14 VAN ACCESSIBLE SPACES

TOTAL PROVIDED = 468

COMMERCIAL:
DRIVE-THRU KIOSK: 1 STALL PER 200 SQ. FT.

RESTAURANT, FAST FOOD:
1 PER 75 SQ. FT. OF CUSTOMER SERVICE OR DINING AREA; 1 PER 200 SQ. FT. IF NO CUSTOMER SERVICE OR DINING AREA, PLUS STACKING SPACES.

RESTAURANT, GENERAL:
1 PER 150 SQ. FT. FOR FIRST 2,500 SQUARE FEET, PLUS 1 PER 100 SQ. FT. OVER 2,500 SQ. FT.

RETAIL SALES AND SERVICE:
1 - 2,000 SQ. FT. = 1 PER 400 SQ. FT. 2,001 - 25,000 SQ. FT. = 1 PER 200 SQ. FT. 25,001 - 400,000 SQ. FT. = 1 PER 250 SQ. FT. 400,001 - 600,000 SQ. FT. = 1 PER 225 SQ. FT. 600,001 + SQ. FT. = 1 PER 200 SQ. FT.

LOT 2
RESTAURANT, FAST FOOD (1000 SF) = 5 (1 VAN ACCESSIBLE) REQ.
STALLS PROVIDED = 5 (1 VAN ACCESSIBLE)

LOT 3

RESTAURANT, FAST FOOD	(1,902 SF)	= 12 SPACES REQ.
RESTAURANT, GENERAL	(1,744 SF)	= 12 SPACES REQ.
RETAIL SALES AND SERVICE	(2,854 SF)	= 11 SPACES REQ.
STALLS REQUIRED		= 35 SPACES (1 ACCESSIBLE, 1 VAN ACCESSIBLE) REQ.
STALLS PROVIDED		= 39 (2 VAN ACCESSIBLE)

LOT 4

RESTAURANT, FAST FOOD	(2,488 SF)	= 16 SPACES REQ.
RESTAURANT, GENERAL	(2,280 SF)	= 18 SPACES REQ.
RETAIL SALES AND SERVICE	(3,732 SF)	= 11 SPACES REQ.
STALLS REQUIRED		= 45 SPACES (1 ACCESSIBLE, 1 VAN ACCESSIBLE) REQ.
STALLS PROVIDED		= 53 (2 VAN ACCESSIBLE)

LOT 5

RESTAURANT, FAST FOOD	(2,927 SF)	= 6 SPACES REQ.
RESTAURANT, GENERAL	(2,683 SF)	=13 SPACES REQ.
RETAIL SALES AND SERVICE	(4,390 SF)	= 31 SPACES REQ.
STALLS REQUIRED		= 50 SPACES (1 ACCESSIBLE, 1 VAN ACCESSIBLE) REQ.
STALLS PROVIDED		= 56 (2 VAN ACCESSIBLE)

DRIVE-THRU STACKING = 12 VEHICLES (240-FT) REQUIRED
TOTAL STALLS REQUIRED = 135
TOTAL STALLS PROVIDED = 153

REQUIRED BICYCLE PARKING

APARTMENT BUILDINGS:
1 PER 8 DWELLING UNITS WITH NO ACCESS TO A PRIVATE GARAGE
UNITS W/O PRIVATE GARAGE (252 UNITS - 189 GARAGES SPACES) = 63 UNITS
ADDITIONAL BICYCLE SPACES REQUIRED (63/8) = 8 SPACES
BICYCLE SPACES PROVIDED = 8

COMMERCIAL:
10% OF THE REQUIRED VEHICLE SPACES UP TO 200
LOT 2 (3 PARKING STALLS REQ.) = 1 BICYCLE SPACE REQ.
BICYCLE PARKING PROVIDED = 1
LOT 3 (33 PARKING STALLS REQ.) = 4 BICYCLE SPACES REQ.
BICYCLE PARKING PROVIDED = 4
LOT 4 (43 PARKING STALLS REQ.) = 5 BICYCLE SPACES REQ.
BICYCLE PARKING PROVIDED = 5
LOT 5 (50 PARKING STALLS REQ.) = 5 BICYCLE SPACES REQ.
BICYCLE PARKING PROVIDED = 5

ALL PROPOSED PARKING SHALL BE IN ACCORDANCE WITH THE CITY OF BLUE SPRINGS DIMENSIONAL STANDARDS.

☒ NOT FOR CONSTRUCTION
☐ FOR CONSTRUCTION

PROPERTY OWNER
CITY OF BLUE SPRINGS
903 MAIN BLUE SPRINGS MO 64015

DEVELOPER
GRIFFIN RILEY PROPERTY GROUP, LLC
21 SE 29th TERRACE,
LEE'S SUMMIT, MO 64082

POWELL CWM
ARCHITECTURE/ENGINEERING/SURVEYING
3200 S. State Route 291 Bldg. 1, Independence, MO 64057
(816) 373-4800 | powellcwm.com

Certificates of Authority
Architecture: MO 310 / KS 73
Engineering: MO 4 / KS 241
Land Surveying: MO 123 / KS 36

PREPARED FOR:
GRIFFIN RILEY PROPERTY GROUP
21 SE 29TH TERRACE
LEES SUMMIT, MO 64082

CONCEPT PD PLAN for
ICONIC BLUE SPRINGS
LOT 1-5
BLUE SPRINGS, JACKSON COUNTY, MO

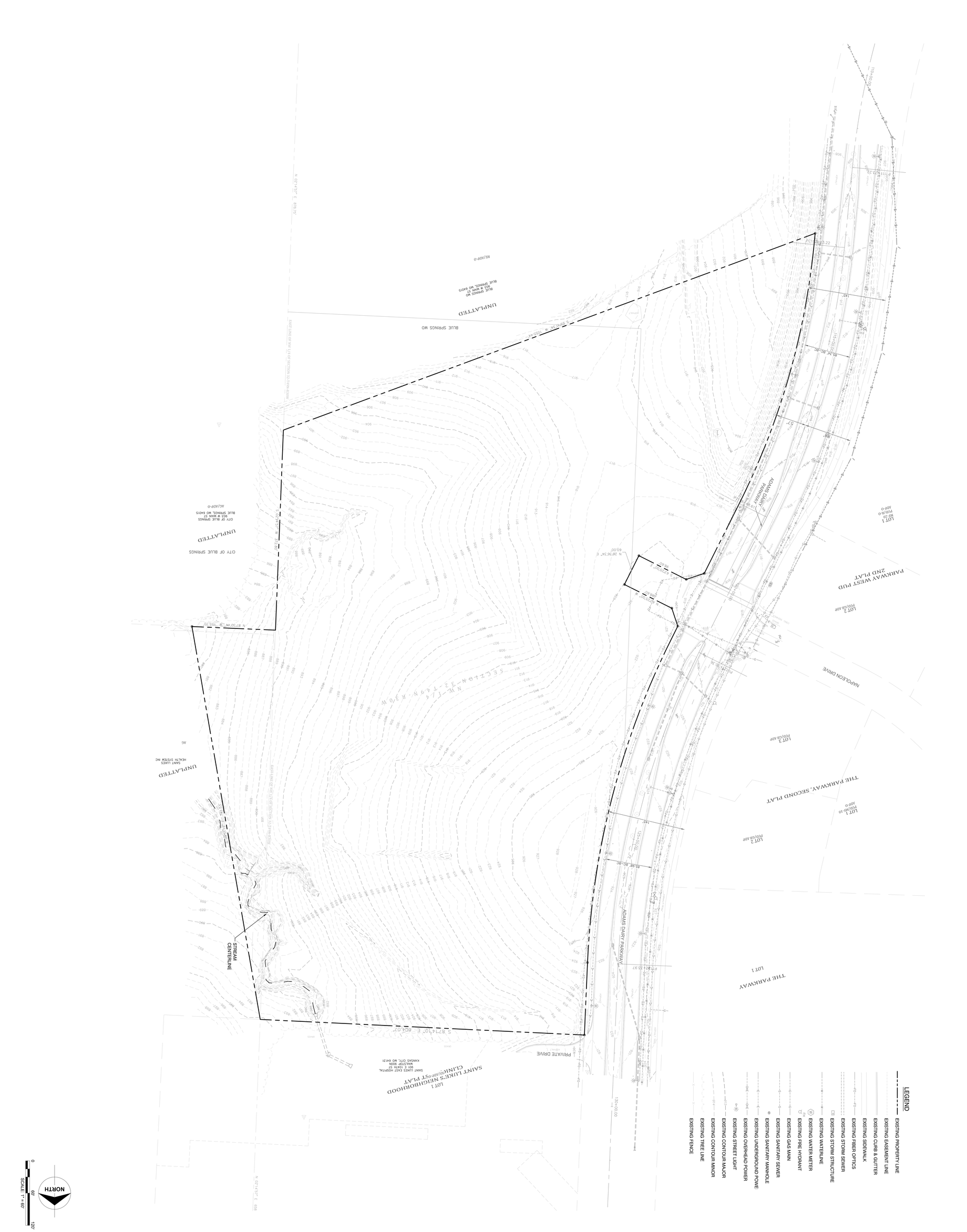
© 2026 Powell CWM, Inc.This drawing has been prepared by Powell CWM, Inc. This drawing is provided as an instrument of service by Powell CWM, Inc.and is intended for use on this project only. Pursuant to the Architectural Works Copyright Protection Act of 1990, all drawings, specifications, ideas and designs, including the overall form, arrangement and composition of spaces and elements appearing herein constitute the original, copyrighted work of Powell CWM, Inc. Any reproduction, use, or disclosure of information contained herein without prior written consent of Powell CWM, Inc. is strictly prohibited.

REVISIONS NO.	DATE / DESCRIPTION
1	
2	
3	
4	
5	
6	

DRAWN BY:	-
CHECKED BY:	-
PROJECT #:	25-2343
ISSUE DATE:	4/29/2026
ISSUED FOR:	REVIEW

COVER SHEET

C1.00



CONCEPT PD PLAN for
ICONIC BLUE SPRINGS
LOT 1-5
BLUE SPRINGS, JACKSON COUNTY, MO

PREPARED FOR:
GRIFFIN RILEY PROPERTY GROUP
21 SE 29TH TERRACE
LEES SUMMIT, MO 64082

POWELL CWM
ARCHITECTURE/ENGINEERING/SURVEYING
3200 S. State Route 291, Bldg. 1, Independence, MO 64057
(816) 373-4800 | powellcwm.com

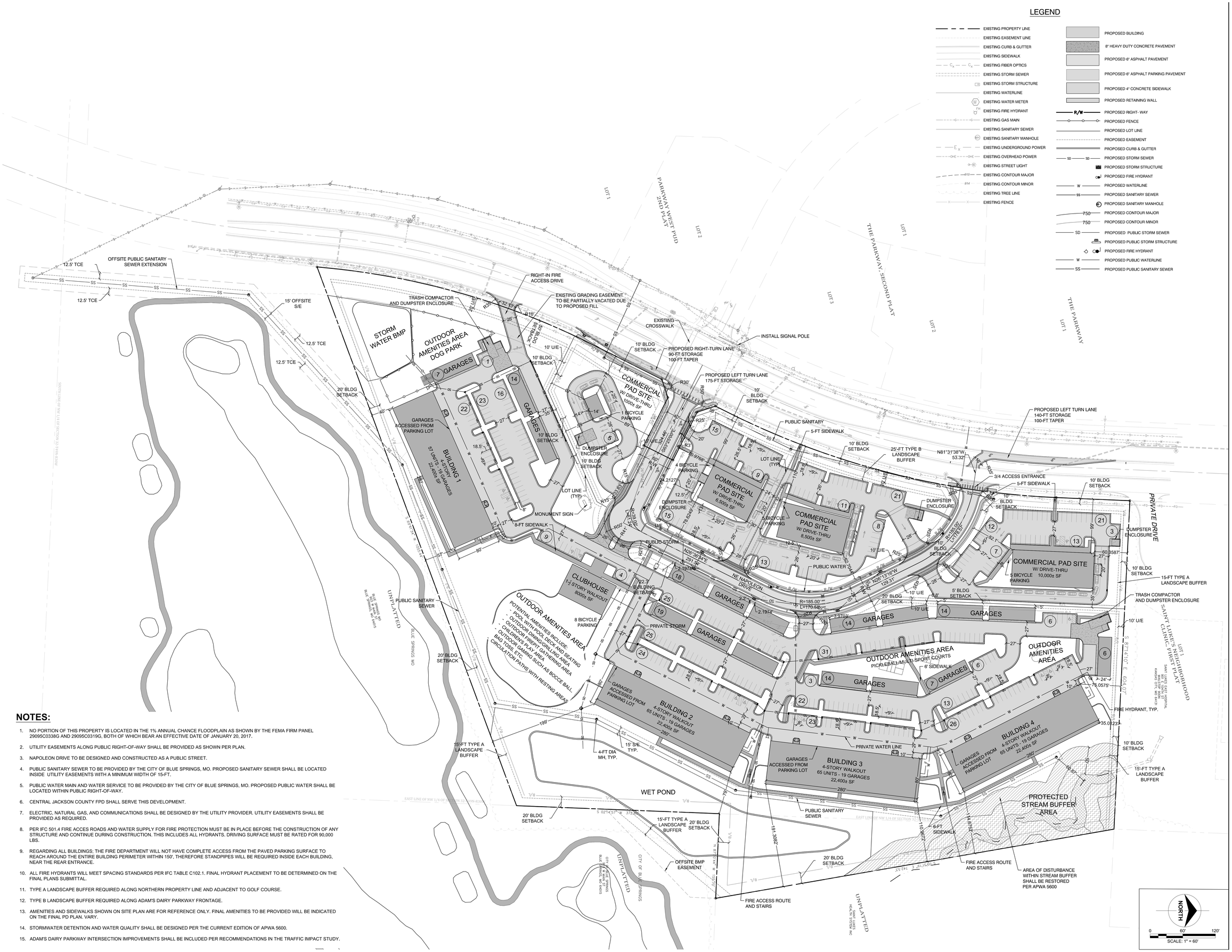
Certificates of Authority
Architecture: MO 2011 / KS 73
Engineering: MO 2011 / KS 36
Land Surveying: MO 123 / KS 36

© 2026 Powell CWM, Inc. This drawing has been prepared by Powell CWM, Inc. for the exclusive use of the client named herein. It is intended for use on this Project only and is not to be used for any other purpose. Copyright Protection Act of 1990, all drawings, the original, copyrighted work of Powell CWM, Inc. overall form, arrangement and composition of spaces and elements shown in these drawings are also the original, copyrighted work of Powell CWM, Inc. No part of these drawings may be reproduced, published or used in any way without the prior written consent of Powell CWM, Inc. a felony punishable.

REVISIONS
NO. DATE / DESCRIPTION
1
2
3
4
5
6

DRAWN BY: -
CHECKED BY: -
PROJECT #: 25-2343
ISSUE DATE: 4/29/2026
ISSUED FOR:
REVIEW

EXISTING CONDITIONS
C2.00



NOTES:

1. NO PORTION OF THIS PROPERTY IS LOCATED IN THE 1% ANNUAL CHANCE FLOODPLAIN AS SHOWN BY THE FEMA FIRM PANEL 29095C0338G AND 29095C0319G, BOTH OF WHICH BEAR AN EFFECTIVE DATE OF JANUARY 20, 2017.
2. UTILITY EASEMENTS ALONG PUBLIC RIGHT-OF-WAY SHALL BE PROVIDED AS SHOWN PER PLAN.
3. NAPOLEON DRIVE TO BE DESIGNED AND CONSTRUCTED AS A PUBLIC STREET.
4. PUBLIC SANITARY SEWER TO BE PROVIDED BY THE CITY OF BLUE SPRINGS, MO. PROPOSED SANITARY SEWER SHALL BE LOCATED INSIDE UTILITY EASEMENTS WITH A MINIMUM WIDTH OF 15-FT.
5. PUBLIC WATER MAIN AND WATER SERVICE TO BE PROVIDED BY THE CITY OF BLUE SPRINGS, MO. PROPOSED PUBLIC WATER SHALL BE LOCATED WITHIN PUBLIC RIGHT-OF-WAY.
6. CENTRAL JACKSON COUNTY FPD SHALL SERVE THIS DEVELOPMENT.
7. ELECTRIC, NATURAL GAS, AND COMMUNICATIONS SHALL BE DESIGNED BY THE UTILITY PROVIDER. UTILITY EASEMENTS SHALL BE PROVIDED AS REQUIRED.
8. PER IFC 501.4 FIRE ACCES ROADS AND WATER SUPPLY FOR FIRE PROTECTION MUST BE IN PLACE BEFORE THE CONSTRUCTION OF ANY STRUCTURE AND CONTINUE DURING CONSTRUCTION. THIS INCLUDES ALL HYDRANTS. DRIVING SURFACE MUST BE RATED FOR 90,000 LBS.
9. REGARDING ALL BUILDINGS; THE FIRE DEPARTMENT WILL NOT HAVE COMPLETE ACCESS FROM THE PAVED PARKING SURFACE TO REACH AROUND THE ENTIRE BUILDING PERIMETER WITHIN 150', THEREFORE STANDPIPES WILL BE REQUIRED INSIDE EACH BUILDING, NEAR THE REAR ENTRANCE.
10. ALL FIRE HYDRANTS WILL MEET SPACING STANDARDS PER IFC TABLE C102.1. FINAL HYDRANT PLACEMENT TO BE DETERMINED ON THE FINAL PLANS SUBMITTAL.
11. TYPE A LANDSCAPE BUFFER REQUIRED ALONG NORTHERN PROPERTY LINE AND ADJACENT TO GOLF COURSE.
12. TYPE B LANDSCAPE BUFFER REQUIRED ALONG ADAM'S DAIRY PARKWAY FRONTAGE.
13. AMENITIES AND SIDEWALKS SHOWN ON SITE PLAN ARE FOR REFERENCE ONLY. FINAL AMENITIES TO BE PROVIDED WILL BE INDICATED ON THE FINAL PD PLAN. VARY.
14. STORMWATER DETENTION AND WATER QUALITY SHALL BE DESIGNED PER THE CURRENT EDITION OF APWA 5600.
15. ADAM'S DAIRY PARKWAY INTERSECTION IMPROVEMENTS SHALL BE INCLUDED PER RECOMMENDATIONS IN THE TRAFFIC IMPACT STUDY.

POWELL CWM
ARCHITECTURE/ENGINEERING/SURVEYING
3200 S. State Route 291, Bldg. 1, Independence, MO 64057
(816) 373-4800 | powellcwm.com

Certificates of Authority
Architecture: MO 310 / KS 73
Engineering: MO 4 / KS 241
Land Surveying: MO 123 / KS 36

PREPARED FOR:
GRIFFIN RILEY PROPERTY GROUP
21 SE 29TH TERRACE
LEES SUMMIT, MO 64082

CONCEPT PD PLAN for ICONIC BLUE SPRINGS

LOT 1-5
BLUE SPRINGS, JACKSON COUNTY, MO

© 2026 Powell CWM, Inc.This drawing has been prepared by Powell CWM, Inc. This drawing is provided as an instrument of service by Powell CWM, Inc.and is intended for use on this project only. Pursuant to the Architectural Works Copyright Protection Act of 1990, all drawings, specifications, ideas and designs, including the overall form, arrangement and composition of spaces and elements appearing therein, constitute the original, unpublished work of Powell CWM, Inc. Any reproduction, use, or disclosure of information contained herein without prior written consent of Powell CWM, Inc. is strictly prohibited.

REVISIONS NO.	DATE / DESCRIPTION
1	
2	
3	
4	
5	
6	

DRAWN BY:	-
CHECKED BY:	-
PROJECT #:	25-2343
ISSUE DATE:	4/29/2026
ISSUED FOR:	REVIEW

SITE PLAN

C3.00



OPEN SPACE CALCULATIONS

APARTMENT COMPLEX:

LOT AREA = 14.36± ACRES
MINIMUM 40% OPEN SPACE = 5.76 ACRES REQUIRED
MINIMUM 10% ACTIVE OPEN SPACE = 1.44 ACRES REQUIRED
PASSIVE OPEN SPACE PROVIDED = 6.27± ACRES (43%)
ACTIVE OPEN SPACE PROVIDED = 2.69± ACRES (19%)
TOTAL OPEN SPACE PROVIDED = 8.96± ACRES (62%)

EXAMPLES OF POTENTIAL ACTIVE OPEN SPACE AMENITIES:

POOL WITH POOL DECK AND SEATING
OUTDOOR DINING / GRILLING AREA
OUTDOOR FIRE PIT GATHERING AREA
DOG PARK
OUTDOOR GAMING SUCH AS PICKLEBALL, BOCCE BALL, BAG TOSS, ETC.
CIRCULATION PATHS WITH RESTING AREAS
CHILDREN'S PLAY AREA

NORTH
0 50' 100'
SCALE: 1" = 50'

POWELL CWM
ARCHITECTURE/ENGINEERING/SURVEYING
3200 S. State Route 291, Bldg. 1, Independence, MO 64057
(816) 373-4800 | powellcwm.com

Certificates of Authority
Architecture: MO 310 / KS 73
Engineering: MO 4 / KS 241
Land Surveying: MO 123 / KS 36

PREPARED FOR:
GRIFFIN RILEY PROPERTY GROUP
21 SE 29TH TERRACE
LEES SUMMIT, MO 64082

CONCEPT PD PLAN for ICONIC BLUE SPRINGS

LOT 1-5
BLUE SPRINGS, JACKSON COUNTY, MO

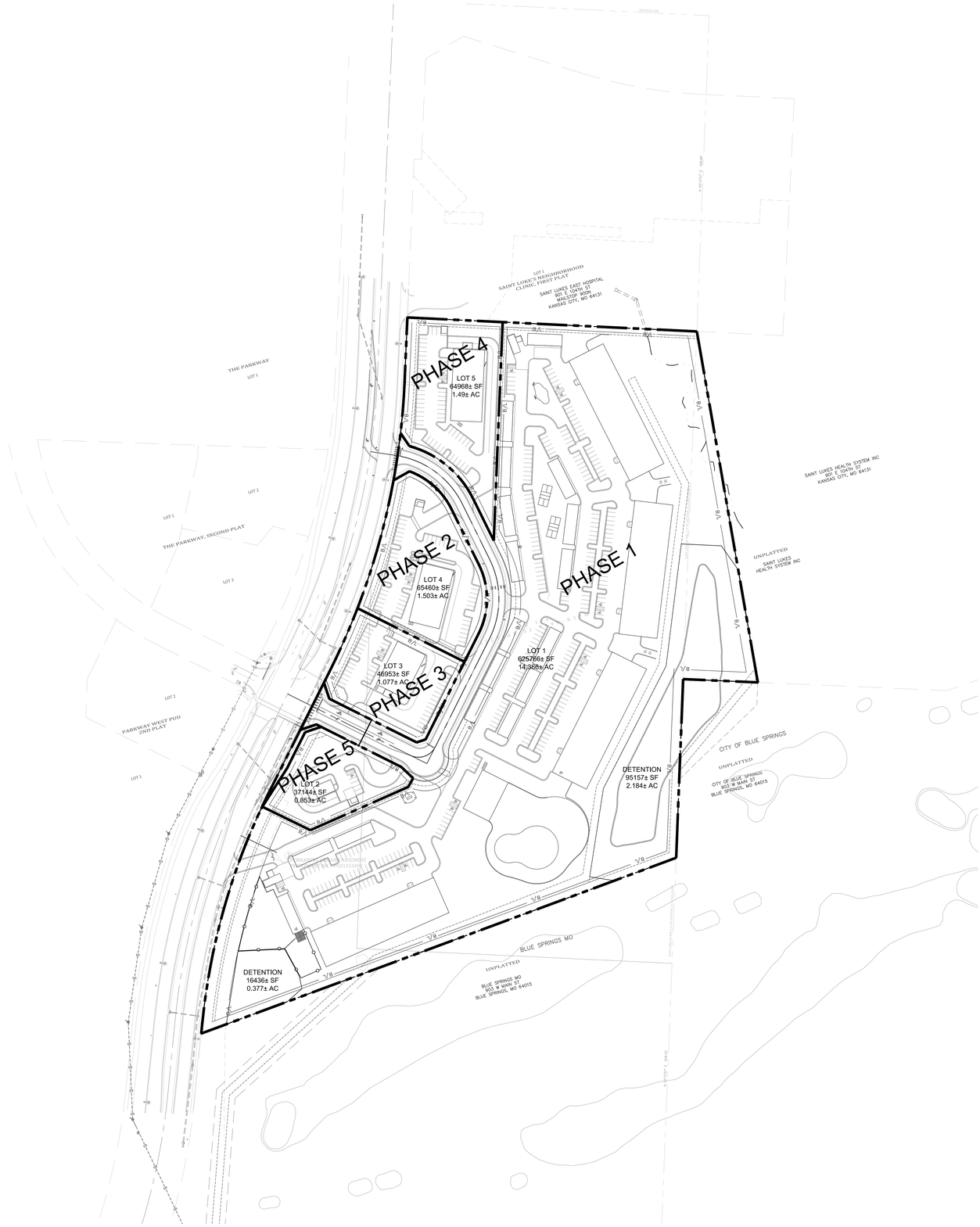
© 2026 Powell CWM, Inc.This drawing has been prepared by Powell CWM, Inc. This drawing is provided as an instrument of service by Powell CWM, Inc.and is intended for use on this project only. Pursuant to the Architectural Works Copyright Protection Act of 1990, all drawings, specifications, ideas and designs, including the overall form, arrangement and composition of spaces and elements appearing herein constitute the original, copyrighted work of Powell CWM, Inc. Any reproduction, use, or disclosure of information contained herein without prior written consent of Powell CWM, Inc. is strictly prohibited.

REVISIONS
NO. DATE / DESCRIPTION
1
2
3
4
5
6

DRAWN BY: -
CHECKED BY: -
PROJECT #: 25-2343
ISSUE DATE: 4/29/2026
ISSUED FOR:
REVIEW

OPEN SPACE PLAN

C4.00



CONSTRUCTION SCHEDULE:

PHASE 1: RESIDENTIAL DEVELOPMENT AND PUBLIC IMPROVEMENTS
BEGIN CONSTRUCTION - SPRING 2027

PHASE 2 - 5 : COMMERCIAL DEVELOPMENT
BEGIN CONSTRUCTION - SPRING 2028

NORTH

0 100' 200'
SCALE: 1" = 100'

☒ NOT FOR CONSTRUCTION
☐ FOR CONSTRUCTION

POWELL CWM
ARCHITECTURE/ENGINEERING/SURVEYING
3200 S. State Route 291, Bldg. 1, Independence, MO 64057
(816) 373-4800 | powellcwm.com

Certificates of Authority
Architecture: MO 310 / KS 73
Engineering: MO 4 / KS 241
Land Surveying: MO 123 / KS 36

PREPARED FOR:
GRIFFIN RILEY PROPERTY GROUP
21 SE 29TH TERRACE
LEES SUMMIT, MO 64082

CONCEPT PD PLAN for ICONIC BLUE SPRINGS

LOT 1-5
BLUE SPRINGS, JACKSON COUNTY, MO

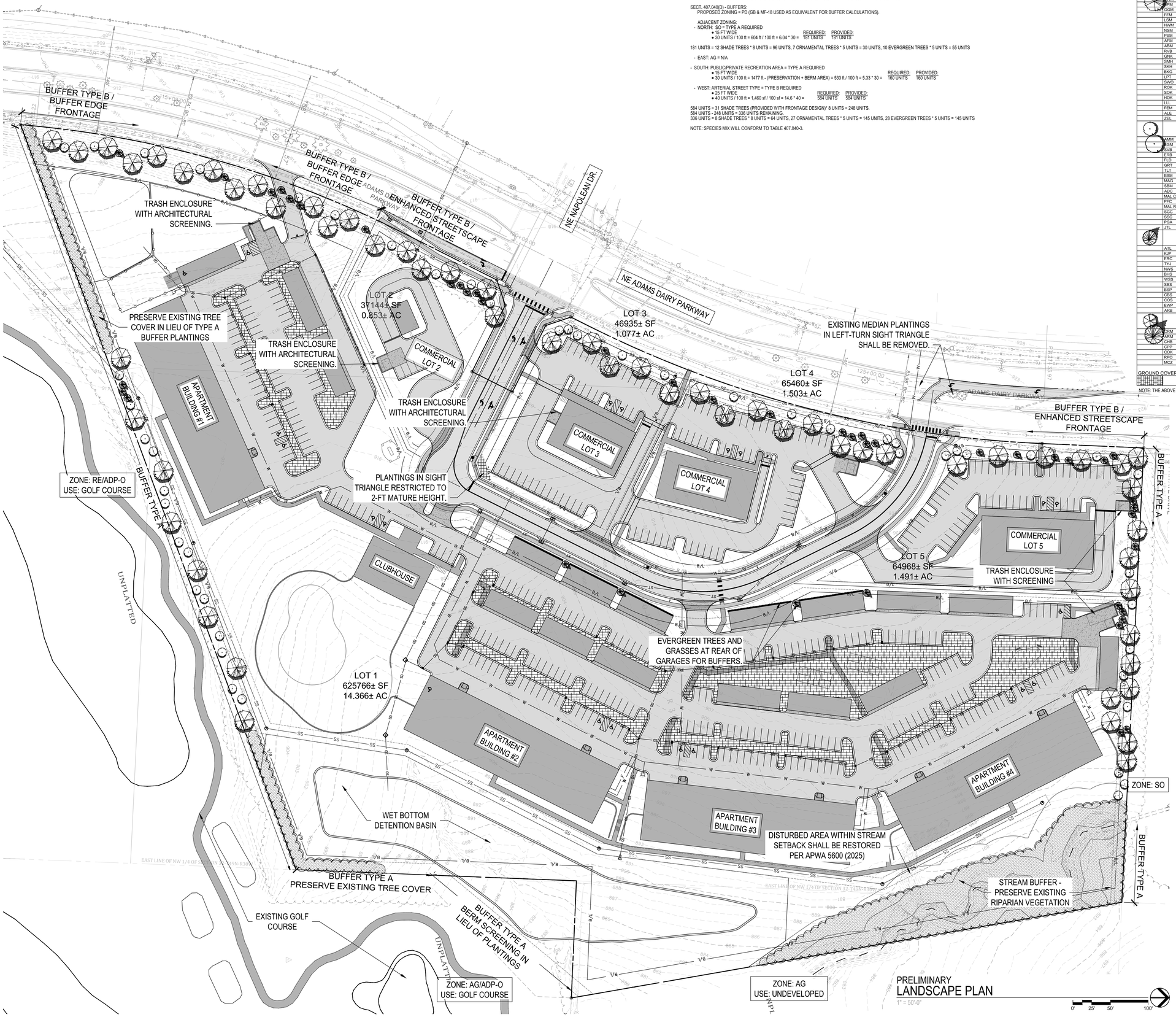
© 2026 Powell CWM, Inc.This drawing has been prepared by Powell CWM, Inc. This drawing is provided as an instrument of service by Powell CWM, Inc.and is intended for use on this project only. Pursuant to the Architectural Works Copyright Protection Act of 1990, all drawings, specifications, ideas and designs, including the overall form, arrangement and composition of spaces and elements contained herein, are the sole original, copyrighted work of Powell CWM, Inc. Any reproduction, use, or disclosure of information contained herein without prior written consent of Powell CWM, Inc. is strictly prohibited.

REVISIONS
NO. DATE / DESCRIPTION
1
2
3
4
5
6

DRAWN BY: -
CHECKED BY: -
PROJECT #: 25-2343
ISSUE DATE: 4/29/2026
ISSUED FOR:
REVIEW

PHASING PLAN

C5.00



LANDSCAPE REQUIREMENTS (SECTION 407.040):

SECT. 407.030 - FRONTAGE DESIGN (GB - GENERAL BUSINESS & MF-18 - MULTI-FAMILY EQUIVALENT): REQUIRED: PROVIDED:
- GB = ENHANCED STREETSCAPE: ONE LARGE SHADE TREE PER 40 FT OF FRONTAGE: +/- 968' FT / 40 = 24 TREES 24 TREES
- MF = BUFFER EDGE: ONE LARGE SHADE TREE PER 75 FT OF FRONTAGE: +/- 492 FT / 75 = 7 TREES 7 TREES

*INTERVENING RIGHT-OF-WAY (VEHICULAR ENTRY) DEDUCTED FROM TOTAL FRONTAGE.

SECT. 407.010 (TABLE 3) - PARKING. REQUIRED: PROVIDED:
- 5% OF TOTAL PARKING AREA: +/- 278,315sf OF PARKING AREA * 5% = 13,916sf 13,916sf (MIN.)

SECT. 407.040(D) - BUFFERS:
PROPOSED ZONING = PD (GB & MF-18 USED AS EQUIVALENT FOR BUFFER CALCULATIONS).

ADJACENT ZONING:
- NORTH: SO = TYPE A REQUIRED
  - 15 FT WIDE REQUIRED: PROVIDED:
  - 30 UNITS / 100 ft = 604 ft / 100 ft = 6.04 * 30 = 181 UNITS 181 UNITS

181 UNITS = 12 SHADE TREES * 8 UNITS = 96 UNITS, 7 ORNAMENTAL TREES * 5 UNITS = 30 UNITS, 10 EVERGREEN TREES * 5 UNITS = 55 UNITS

- EAST: AG = N/A

- SOUTH: PUBLIC/PRIVATE RECREATION AREA = TYPE A REQUIRED
  - 15 FT WIDE REQUIRED: PROVIDED:
  - 30 UNITS / 100 ft = 1477 ft - (PRESERVATION + BERM AREA) = 533 ft / 100 ft = 5.33 * 30 = 160 UNITS 180 UNITS

- WEST: ARTERIAL STREET TYPE = TYPE B REQUIRED
  - 25 FT WIDE REQUIRED: PROVIDED:
  - 40 UNITS / 100 ft = 1,460 sf / 100 sf = 14.6 * 40 = 584 UNITS 584 UNITS

584 UNITS = 31 SHADE TREES (PROVIDED WITH FRONTAGE DESIGN)* 8 UNITS = 248 UNITS.
584 UNITS - 248 UNITS = 336 UNITS REMAINING.
336 UNITS = 8 SHADE TREES * 8 UNITS = 64 UNITS, 27 ORNAMENTAL TREES * 5 UNITS = 145 UNITS, 28 EVERGREEN TREES * 5 UNITS = 145 UNITS

NOTE: SPECIES MIX WILL CONFORM TO TABLE 407.040-3.

PLANT_SCHEDULE

SYMBOL	CODE	COMMON NAME	BOTANICAL NAME	SIZE	NOTE
TREES					
		OVERSTORY TREE			
	BWM	Brandywine Red Maple	Acer rubrum 'Brandywine'	2" Cal.	B&B
	RPM	Redpointe® Maple	Acer rubrum 'Frank Jr.'	2" Cal.	B&B
	OGM	October Glory Red Maple	Acer rubrum 'October Glory'	2" Cal.	B&B
	FFM	Fall Fiesta® Sugar Maple	Acer saccharum 'Bailsta'	2" Cal.	B&B
	LSM	Legacy Sugar Maple	Acer saccharum 'Legacy'	2" Cal.	B&B
	HWM	Hot Wings® Tatarian Maple	Acer tataricum 'GarAnn'	2" Cal.	B&B
	NSM	Norwegian Sunset® Maple	Acer truncatum x platanoides 'Keithsform'	2" Cal.	B&B
	PSM	Pacific Sunset® Maple	Acer truncatum x platanoides 'Warrenred'	2" Cal.	B&B
	AFM	Autumn Fantasy® Freeman Maple	Acer x freemanii 'DTR 102'	2" Cal.	B&B
	ABM	Autumn Blaze® Freeman Maple	Acer x freemanii 'Jeffersred'	2" Cal.	B&B
	RVB	Heritage® Improved River Birch	Betula nigra 'Cully Improved'	2" Cal.	B&B
	GNK	Autumn Gold Maidenhair Tree	Ginkgo biloba 'Autumn Gold'	2" Cal.	B&B
	SMH	Shademaster Honey Locust	Gleditsia triacanthos inermis 'Shademaster'	2" Cal.	B&B
	SKH	Skyline Honey Locust	Gleditsia triacanthos inermis 'Skyline'	2" Cal.	B&B
	BKG	Majestic® Black Gum	Nyssa sylvatica 'MONZ'	2" Cal.	B&B
	LPT	Bloodgood London Plane Tree	Platanus x acerifolia 'Bloodgood'	2" Cal.	B&B
	SWO	Swamp White Oak	Quercus bicolor	2" Cal.	B&B
	ROK	Northern Red Oak	Quercus rubra	2" Cal.	B&B
	SOK	Shumard Oak	Quercus shumardii	2" Cal.	B&B
	HOK	Heritage® Oak	Quercus x macdanielii 'Clemons'	2" Cal.	B&B
	LLL	Greenspire Littleleaf Linden	Tilia cordata 'Greenspire'	2" Cal.	B&B
	FEM	Frontier Elm	Ulmus carpinifolia x parvifolia 'Frontier'	2" Cal.	B&B
	ALE	Allee® Lacebark Elm	Ulmus parvifolia 'Emer II'	2" Cal.	B&B
	ZEL	Green Vase Japanese Zelkova	Zelkova serrata 'Green Vase'	2" Cal.	B&B
		ORNAMENTAL TREE			
	AMM	Amur Maple	Acer ginnala	1,5" Cal.	B&B
	BGM	Bloodgood Japanese Maple	Acer palmatum 'Bloodgood'	1,5" Cal.	B&B
	AVB	Autumn Brilliance Serviceberry	Amelanchier x grandiflora 'Autumn Brilliance'	1,5" Cal.	B&B
	ERB	Eastern Redbud	Cercis canadensis	1,5" Cal.	B&B
	FLD	Flowering Dogwood	Cornus florida	1,5" Cal.	B&B
	GRT	Golden Rain Tree	Koelreuteria paniculata	1,5" Cal.	B&B
	TLT	Tulip Poplar	Liriodendron tulipifera	1,5" Cal.	B&B
	BBM	Bracken's Beauty Magnolia	Magnolia grandiflora 'Brackens Brown Beauty'	1,5" Cal.	B&B
	MAG	Jane Magnolia	Magnolia liliiflora x stellata 'Jane'	1,5" Cal.	B&B
	SBM	Sweetbay Magnolia	Magnolia virginiana	1,5" Cal.	B&B
	ADC	Adirondack Crabapple	Malus x 'Adirondack'	1,5" Cal.	B&B
	MAL CO2	Coralburst® Crabapple	Malus x 'Coralcole'	1,5" Cal.	B&B
	PFC	Prairifire Crabapple	Malus x 'Prairifire'	1,5" Cal.	B&B
	MAL R60	Royal Raindrops Crabapple	Malus x 'Royal Raindrops'	1,5" Cal.	B&B
	SGC	Sargent Crabapple	Malus x 'Sargentii'	1,5" Cal.	B&B
	SSC	Spring Snow Crabapple	Malus x 'Spring Snow'	1,5" Cal.	B&B
	PGA	Prairie Gold® Quaking Aspen	Populus tremuloides 'NE Arb'	1,5" Cal.	B&B
	JTL	Ivory Silk Japanese Tree Lilac	Syringa reticulata 'Ivory Silk'	1,5" Cal.	B&B
		EVERGREEN TREE			
	ATL	Blue Atlas Cedar	Cedrus atlantica 'Glauca'	6' Ht.	B&B
	KJP	Ketteleeri Chinese Juniper	Juniperus chinensis 'Ketteleeri'	6' Ht.	B&B
	ERC	Eastern Redcedar	Juniperus virginiana	6' Ht.	B&B
	TYJ	Taylor Eastern Redcedar	Juniperus virginiana 'Taylor'	6' Ht.	B&B
	NWS	Norway Spruce	Picea abies	6' Ht.	B&B
	BHS	Black Hills White Spruce	Picea glauca 'Densata'	6' Ht.	B&B
	WSS	Wellspire Black Spruce	Picea mariana 'Wellspire'	6' Ht.	B&B
	SBS	Serbian Spruce	Picea omorika	6' Ht.	B&B
	BSP	Bachen Colorado Spruce	Picea pungens 'Bachen'	6' Ht.	B&B
	CBS	Columnar Colorado Spruce	Picea pungens 'Fastigiata'	6' Ht.	B&B
	COS	Blue Colorado Spruce	Picea pungens 'Glauca'	6' Ht.	B&B
	EWP	White Pine	Pinus strobus	6' Ht.	B&B
	ARB	American Arbovitae	Thuja occidentalis	6' Ht.	B&B
		COLUMNAR TREE			
	CRM	Crimson Sentry Norway Maple	Acer platanoides 'Crimson Sentry'	2" Cal.	B&B
	ARM	Armstrong Freeman Maple	Acer x freemanii 'Armstrong'	2" Cal.	B&B
	CHB	Frans Fontaine Hornbeam	Carpinus betulus 'Frans Fontaine'	2" Cal.	B&B
	CPP	Crimson Pointe™ Purple-leaf Plum	Prunus cerasifera 'Cripozam'	2" Cal.	B&B
	COK	Crimson Spire™ Oak	Quercus robur x alba 'Crimschmidt'	2" Cal.	B&B
	RPO	Regal Prince® Oak	Quercus robur x bicolor 'Long'	2" Cal.	B&B
	MCZ	Musashino Japanese Zelkova	Zelkova serrata 'Musashino'	2" Cal.	B&B
GROUND COVERS					
		INTERIOR PARKING LOT LANDSCAPE AREA			

NOTE: THE ABOVE PLANT LIST REPRESENTS A RANGE OF POTENTIAL OPTIONS AND IS SUBJECT TO CHANGE.

POWELL CWM
ARCHITECTURE/ENGINEERING/SURVEYING
3200 S. State Route 291 Bldg. 1, Independence, MO 64057
(816) 373-4800 | powellcwm.com

Certificates of Authority
Architecture: MO 310 / KS 73
Engineering: MO 4 / KS 241
Land Surveying: MO 123 / KS 36

PREPARED FOR:
GRIFFIN RILEY PROPERTY GROUP
21 SE 29TH TERRACE
LEES SUMMIT, MO 64082

CONCEPT PD PLAN for ICONIC BLUE SPRINGS

LOT 1-5
BLUE SPRINGS, JACKSON COUNTY, MO

© 2026 Powell CWM, Inc.This drawing has been prepared by Powell CWM, Inc. This drawing is provided as an instrument of service by Powell CWM, Inc.and is intended for use on this project only. Pursuant to the Architectural Works. Copyright Protection Act of 1990, all drawings, specifications, ideas and designs, including the overall form, arrangement and composition of spaces and elements appearing herein constitute the original, copyrighted work of Powell CWM, Inc. Any reproduction, use, or disclosure of information contained herein without prior written consent of Powell CWM, Inc. is strictly prohibited.

REVISIONS
NO.	DATE / DESCRIPTION
1	
2	
3	
4	
5	
6	

DRAWN BY: -
CHECKED BY: -
PROJECT #: 25-2343
ISSUE DATE: 4/29/2026
ISSUED FOR:
REVIEW

CONCEPT
LANDSCAPE PLAN

C-000



NORTH

CONCEPT PD PLAN for
ICONIC BLUE SPRINGS

LOT 1-5
BLUE SPRINGS, JACKSON COUNTY, MO

PREPARED FOR:
GRIFFIN RILEY PROPERTY GROUP
21 SE 29TH TERRACE
LEES SUMMIT, MO 64082

Certificates of Authority
Architecture: MO E-2017 KS 73
Engineering: MO 2012038
Land Surveying: MO 1723 / KS 36

POWELL CWM
ARCHITECTURE/ENGINEERING/SURVEYING
3200 S. State Route 291, Bldg. 1, Independence, MO 64057
(816) 373-4800 | powellcwm.com

© 2026 Powell CWM, Inc. The drawing has been prepared by Powell CWM, Inc. and is protected by Federal Copyright Protection Act of 1990. All drawings, plans, specifications, and computer files prepared by Powell CWM, Inc. are instruments of service and shall remain the property of Powell CWM, Inc. They are not to be changed or copied in any form whatsoever, whole or in part, and are furnished herein without prior written consent of Powell CWM, Inc. in strictly prohibited.

REVISIONS

NO.	DATE / DESCRIPTION
1	
2	
3	
4	
5	
6	

DRAWN BY: -
CHECKED BY: -
PROJECT #: 25-2343
ISSUE DATE: 4/29/2026
ISSUED FOR: REVIEW

ARCHITECTURAL COLOR SITE PLAN

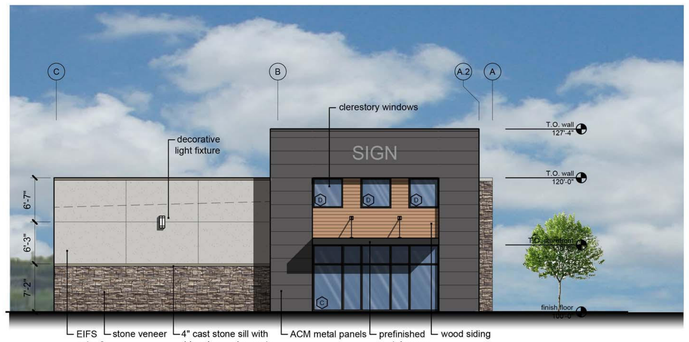
SP1.00

GRIFFIN RILEY

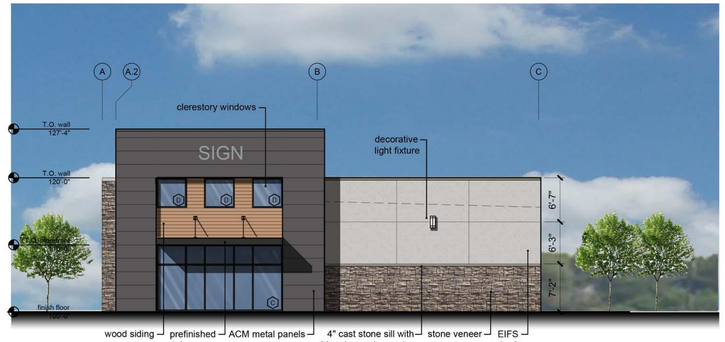
CONCEPTUAL RETAIL BUILDING ELEVATIONS



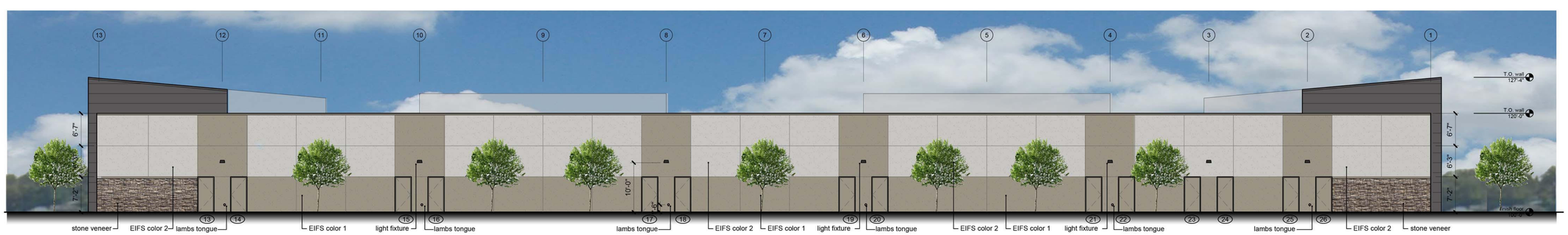
1 front elevation
scale: 3/32"=1'-0"



2 side 1 elevation
scale: 3/32"=1'-0"



3 side 2 elevation
scale: 3/32"=1'-0"



4 rear elevation
scale: 3/32"=1'-0"

NOTES:

1. Scale as shown is based on a 36" × 24" sheet size.
2. These elevations are conceptual and illustrative only and are intended to depict the general architectural character, massing, and design intent of the proposed development in support of the entitlements application.
3. Building design, materials, colors, finishes, fenestration, roof forms, parapets, and architectural elements are subject to change and refinement during subsequent design and approval phases.
4. Building dimensions, tenant configuration, storefront widths, and building heights are approximate and may vary based on final site planning, engineering, code requirements, and tenant needs.
5. Landscaping, lighting, site features, and adjacent context are diagrammatic only and are intended to illustrate general planning concepts rather than final design.
6. Final architectural design shall be subject to City review and approval at the time of site plan, development plan, and/or building permit submittal, as applicable.
7. These drawings are not intended to establish final construction standards and are not for construction purposes.

Griffin Riley Property Group
21 SE 29th Ter
Lee's Summit, MO 64082
(816) 366-7900

30x42 SHEET (Arch E1)



APARTMENT BUILDING 4/5-SPLIT
FRONT ELEVATION
1/8" = 1'-0"



APARTMENT BUILDING 4/5-SPLIT
LEFT ELEVATION
1/8" = 1'-0"



APARTMENT BUILDING 4/5-SPLIT
RIGHT ELEVATION
1/8" = 1'-0"



APARTMENT BUILDING 4/5-SPLIT
REAR ELEVATION
1/8" = 1'-0"

nspj ARCHITECTS
ARCHITECTURE
LANDSCAPE
ARCHITECTURE
P.913.831.1415
NSPJARCH.COM
9415 NALL AVE., #300
PRAIRIE VILLAGE,
KANSAS, 66207
© 2026

NOT FOR CONSTRUCTION

ADAMS DAIRY PARKWAY MIXED USE

A NEW MULTIFAMILY DEVELOPMENT FOR:
NE ADAMS DAIRY PARKWAY - LOTS 1 THRU 5
BLUE SPRINGS, MO 64104

DRAWING RELEASE LOG
- 02.25.26 REZONING & PDP SUBMITTAL

△ REVISIONS

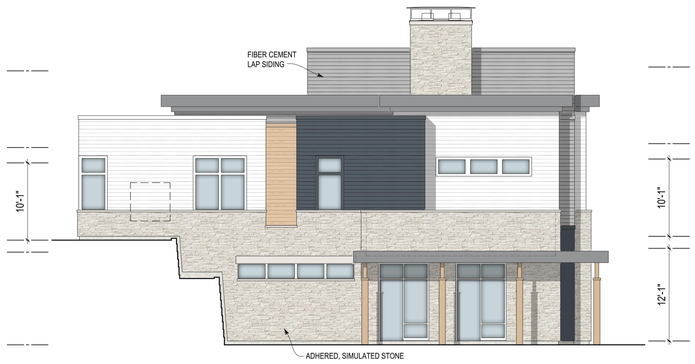
JOB NO. 774925
DATE 04.20.2026

10/3/2022 2:48:43 PM

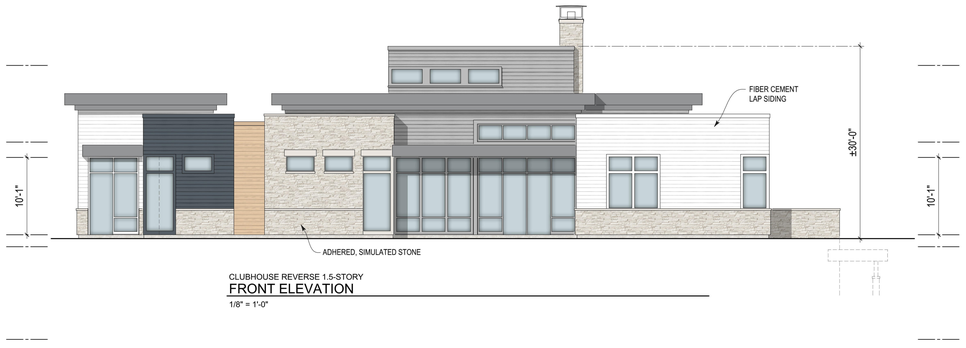
30x42 SHEET (Arch E1)



CLUBHOUSE REVERSE 1.5-STORY
LEFT ELEVATION
1/8" = 1'-0"



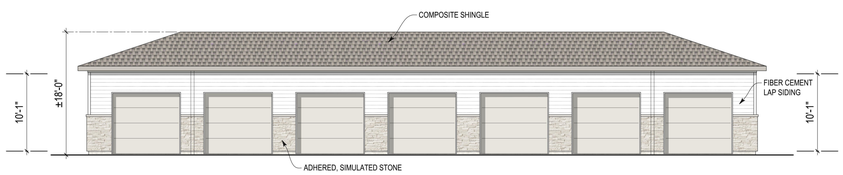
CLUBHOUSE REVERSE 1.5-STORY
RIGHT ELEVATION
1/8" = 1'-0"



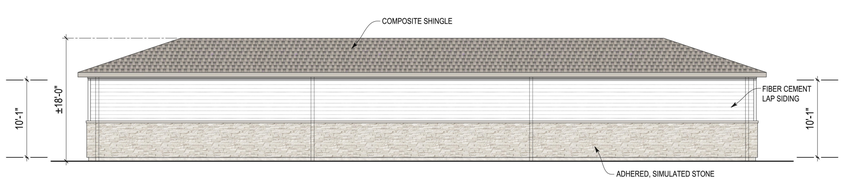
CLUBHOUSE REVERSE 1.5-STORY
FRONT ELEVATION
1/8" = 1'-0"



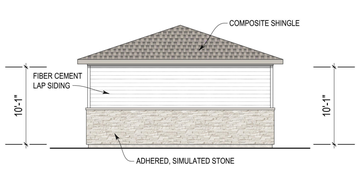
CLUBHOUSE REVERSE 1.5-STORY
REAR ELEVATION
1/8" = 1'-0"



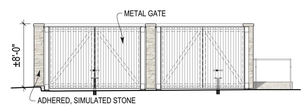
GARAGE 7-BAY
FRONT ELEVATION
1/8" = 1'-0"



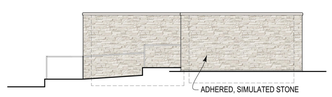
GARAGE 7-BAY
REAR ELEVATION
1/8" = 1'-0"



GARAGE 7-BAY
SIDE ELEVATION
1/8" = 1'-0"



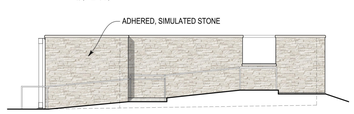
TRASH ENCLOSURE
FRONT ELEVATION
1/8" = 1'-0"



TRASH ENCLOSURE
REAR ELEVATION
1/8" = 1'-0"



TRASH ENCLOSURE
LEFT ELEVATION
1/8" = 1'-0"



TRASH ENCLOSURE
RIGHT ELEVATION
1/8" = 1'-0"

nspj ARCHITECTS
ARCHITECTURE
LANDSCAPE
ARCHITECTURE
P.913.831.1415
NSPJARCH.COM
9415 NALL AVE., #300
PRAIRIE VILLAGE,
KANSAS, 66207
© 2026

NOT FOR CONSTRUCTION

A NEW MULTIFAMILY DEVELOPMENT FOR:

ADAMS DAIRY PARKWAY MIXED USE

NE ADAMS DAIRY PARKWAY - LOTS 1 THRU 5
BLUE SPRINGS, MO 64104

DRAWING RELEASE LOG
● 02.20.26 ReZONING & PDP SUBMITTAL

△ REVISIONS

JOB NO. 774925
DATE 04.20.2026

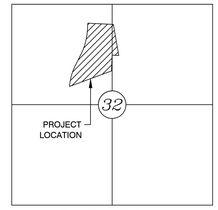
10/3/2022 2:48:43 PM

REZONING PLAN FOR
ICONIC BLUE SPRINGS

SECTION 32, TOWNSHIP 49N, RANGE 30W
BLUE SPRINGS, JACKSON COUNTY, MISSOURI 64014



VICINITY MAP
N.T.S.



S32 T49N R30W
SECTION MAP
N.T.S.



PROPERTY OWNER
CITY OF BLUE SPRINGS
903 MAIN BLUE SPRINGS MO 64015

SUMMARY:

EXISTING ZONING
AGRICULTURE (AG)
RESIDENTIAL ESTATE (RE)/ADP-O

PROPOSED ZONING
PLANNED DEVELOPMENT/MIXED USE (PD/MU)
BASE DISTRICTS:
HIGH DENSITY MULTI FAMILY (MF-18)
GENERAL BUSINES (GB)

EXISTING LAND USE: VACANT
PROPOSED USE: APARTMENT COMPLEX AND RETAIL
PROPERTY AREA: 23.02 ACRES

1. THE VILLAGE AT ADAMS DAIRY OWNERS ASSOCIATION INC
   103 NE ADAMS DAIRY PKWY SITE 242 BLUE SPRINGS, MO 64014
2. AZHA PROPERTIES LLC
   501 NE NAPOLEON DR BLUE SPRINGS, MO 64014
3. AD MEDICAL LLC
   11460 TOMAHAWK CREEK PKWY STE 320 LEAWOOD, KS 66211
4. O'REILLY HOLDINGS LLC
   5051 S NATIONAL AVE STE 7B SPRINGFIELD, MO 65806
5. 550 NE NAPOLEON PROPCO LLC
   4500 DORR ST TOLEDO, OH 43516
6. SAINT LUKES EAST HOSPITAL
   901 E 104TH ST MAILSTOP 900N KANSAS CITY, MO 64131
7. SAINT LUKES HEALTH SYSTEM INC.
   901 E 104TH ST KANSAS CITY, MO 64131
8. CITY OF BLUE SPRINGS
   903 W MAIN ST, BLUE SPRINGS, MO 64015
9. CITY OF BLUE SPRINGS
   903 W MAIN ST, BLUE SPRINGS, MO 64015

REFERENCE BEARING

BEARINGS SHOWN HEREON ARE GRID BEARINGS BASED ON THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE AND TIED TO CONTROL MONUMENT "JA-08", 2003 ADJUSTMENT (N: 313057.456 METERS, E: 870538.774 METERS) OF THE MISSOURI GEOGRAPHIC REFERENCE SYSTEM, AS DEVELOPED FROM GPS OBSERVATIONS, A GRID FACTOR OF 0.9999053 WAS USED.

LEGAL DESCRIPTION:

TRACT 1:

ALL THAT PART OF THE NORTH HALF OF SECTION 32, TOWNSHIP 49 NORTH, RANGE 30 WEST, IN THE CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 49 NORTH, RANGE 30 WEST; THENCE SOUTH 87 DEGREES 11 MINUTES 14 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32 A DISTANCE OF 1970.20 FEET TO A POINT ON THE CENTERLINE OF ADAMS DAIRY PARKWAY AS ESTABLISHED IN BOOK I2329 AT PAGE 1005; THENCE SOUTH 2 DEGREES 28 MINUTES 24 SECONDS WEST ALONG THE CENTERLINE OF SAID ADAMS DAIRY PARKWAY A DISTANCE OF 659.40 FEET TO A POINT ON THE WESTERN PROLONGATION OF THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32; THENCE SOUTH 87 DEGREES 13 MINUTES 40 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32 AND SAID PROLONGATION A DISTANCE OF 57.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID ADAMS DAIRY PARKWAY, THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 87 DEGREES 13 MINUTES 40 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32 A DISTANCE OF 604.02 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 9 DEGREES 51 MINUTES 56 SECONDS EAST A DISTANCE OF 742.14 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 66.03 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32; THENCE NORTH 87 DEGREES 31 MINUTES 14 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTH 66.03 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32 A DISTANCE OF 155.70 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32; THENCE SOUTH 2 DEGREES 14 MINUTES 42 SECONDS WEST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32 A DISTANCE OF 372.80 FEET TO A POINT; THENCE SOUTH 69 DEGREES 40 MINUTES 50 SECONDS WEST A DISTANCE OF 563.09 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32; THENCE NORTH 87 DEGREES 18 MINUTES 30 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32 A DISTANCE OF 138.03 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 32; THENCE NORTH 2 DEGREES 16 MINUTES 15 SECONDS EAST ALONG THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 32 A DISTANCE OF 450.08 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID ADAMS DAIRY PARKWAY; THENCE NORTH 26 DEGREES 37 MINUTES 03 SECONDS EAST ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID ADAMS DAIRY PARKWAY A DISTANCE OF 29.95 FEET TO A POINT, THENCE NORTH 63 DEGREES 22 MINUTES 57 SECONDS WEST ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID ADAMS DAIRY PARKWAY A DISTANCE OF 13.55 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 32; THENCE NORTH 2 DEGREES 16 MINUTES 15 SECONDS EAST ALONG THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 32 A DISTANCE OF 311.65 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID ADAMS DAIRY PARKWAY; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE EAST RIGHT OF WAY LINE OF SAID ADAMS DAIRY PARKWAY AND ALONG A CURVE TO THE LEFT WHOSE INITIAL TANGENT BEARS NORTH 17 DEGREES 35 MINUTES 42 SECONDS EAST, HAVING A RADIUS OF 1489.40 FEET, THROUGH A CENTRAL ANGLE OF 15 DEGREES 07 MINUTES 18 SECONDS, AN ARC DISTANCE OF 393.09 FEET TO A POINT; THENCE NORTH 2 DEGREES 28 MINUTES 24 SECONDS EAST ALONG THE EAST RIGHT OF WAY LINE OF SAID ADAMS DAIRY PARKWAY A DISTANCE OF 135.41 FEET
TO THE POINT OF BEGINNING.

TRACT 2:

A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 49 NORTH, RANGE 30 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BLUE SPRINGS, JACKSON COUNTY, MISSOURI, BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 32; THENCE SOUTH 87°20'43" EAST (DEED-S 89°55'41" E), ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, 1657.42 FEET; THENCE NORTH 02°39'17" EAST, 468.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF ADAMS DAIRY PARKWAY, AS NOW ESTABLISHED AND DESCRIBED IN BOOK I-2329 AT PAGE 1005, SAID POINT BEING ALSO THE TRUE POINT OF BEGINNING OF THE TRACT TO BE HEREIN DESCRIBED; THENCE NORTH 05°47'46" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 14.44 FEET; THENCE NORTHEASTERLY, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, ON A CURVE TO THE RIGHT, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 1375.40 FEET, A CENTRAL ANGLE OF 21°00'56", AND AN ARC DISTANCE OF 504.48 FEET TO A POINT 57.00 FEET RIGHT OF CENTERLINE STATION 118+48.61; THENCE NORTH 26°48'42" EAST (DEED-N 24°13'44" E), ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 146.39 FEET TO A POINT 57.00 FEET RIGHT OF SAID CENTERLINE STATION 119+95.00; THENCE NORTH 71°48'42" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 35.36 FEET TO A POINT 82.00 FEET RIGHT OF SAID CENTERLINE STATION 120+20.00; THENCE SOUTH 63°11'18" EAST (DEED-S 65°46'16" E), 107.78 FEET (DEED-101.65') TO A POINT ON THE WEST LINE OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF SAID NORTHWEST QUARTER; THENCE SOUTH 02°15'56" WEST (DEED-S 00°38'06" E), ALONG SAID EAST LINE, 412.64 FEET (DEED-417.19') TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER; THENCE SOUTH 87°18'11" EAST (DEED-N 89°56'15" E), ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 138.09 FEET; THENCE SOUTH 69°41'36" WEST, 490.18 FEET TO THE POINT OF BEGINNING.

TRACT 3:

A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 49, RANGE 30, BLUE SPRINGS, JACKSON COUNTY, MISSOURI, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 02°14'21" EAST (DEED- N 0°35'00" W), ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, 658.86 FEET (DEED-658.88') TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER; THENCE NORTH 87°18'11" WEST (DEED-S 89°56'15" W), ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 658.09 FEET (DEED-657.85') TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 02°15'56" EAST (DEED-N 0°38'06" W), ALONG THE WEST LINE OF THE EAST ½ OF THE EAST ½ OF SAID NORTHWEST QUARTER, 478.60 FEET (DEED-483.32') TO THE TRUE POINT OF BEGINNING OF THE TRACT TO BE HEREIN DESCRIBED; THENCE NORTH 63°11'18" WEST (DEED-N 65°46'16" W), 80.37 FEET (DEED-73.85') TO A POINT 82.00 FEET RIGHT OF ADAMS DAIRY PARKWAY CENTERLINE STATION 120+80.00; THENCE NORTH 18°11'18" WEST (DEED-N 20°46'16" E), ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID ADAMS DAIRY PARKWAY, 35.36 FEET TO A POINT 57.00 FEET RIGHT OF CENTERLINE STATION 121+05.00; THENCE NORTH 26°48'42" EAST (DEED-N24°13'44" E), ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 25.36 FEET TO A POINT 57.00 FEET RIGHT OF SAID CENTERLINE STATION 121+30.36; THENCE NORTHEASTERLY, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, ON A CURVE TO THE LEFT, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 1489.40 FEET, A CENTRAL ANGLE OF 08°16'22", AN ARC DISTANCE OF 215.05 FEET TO ITS INTERSECTION WITH THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER; THENCE SOUTH 02°15'56" WEST (DEED-S 0°38'06" E), ALONG SAID WEST LINE, 290.96 FEET (DEED-263.39') TO THE TRUE POINT OF BEGINNING.

NORTH
0 80' 160'
SCALE: 1" = 80'

POWELL CWM
ARCHITECTURE/ENGINEERING/SURVEYING
3200 S. State Route 291 Bldg. 1, Independence, MO 64057
(816) 373-4800 | powellcwm.com

Certificates of Authority
Architecture: MO 310 / KS 73
Engineering: MO 4 / KS 241
Land Surveying: MO 123 / KS 36

PREPARED FOR:
GRIFFIN RILEY PROPERTY GROUP
21 SE 29TH TERRACE
LEES SUMMIT, MO 64082

REZONING PLAN for
ICONIC BLUE SPRINGS
LOT 1-5
BLUE SPRINGS, JACKSON COUNTY, MO

© 2026 Powell CWM, Inc.This drawing has been prepared by Powell CWM, Inc. This drawing is provided as an instrument of service by Powell CWM, Inc.and is intended for use on this project only. Pursuant to the Architectural Works Copyright Protection Act of 1990, all drawings, specifications, ideas and designs, including the arrangement and composition of spaces and elements appearing herein constitute the original, copyrighted work of Powell CWM, Inc. Any reproduction, use, or disclosure of information contained herein without prior written consent of Powell CWM, Inc. is strictly prohibited.

REVISIONS NO.	DATE / DESCRIPTION
1	
2	
3	
4	
5	
6	

DRAWN BY:	-
CHECKED BY:	-
PROJECT #:	25-2343
ISSUE DATE:	02/26/2026
ISSUED FOR:	REVIEW

REZONING PLAN

1 OF 1

PRELIMINARY PLAT FOR ICONIC BLUE SPRINGS

SECTION 32, TOWNSHIP 49N, RANGE 30W
BLUE SPRINGS, JACKSON COUNTY, MISSOURI 64014

REFERENCE BEARING

BEARINGS SHOWN HEREON ARE GRID BEARINGS BASED ON THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE AND TIED TO CONTROL MONUMENT "JA-08", 2003 ADJUSTMENT (N: 313057.456 METERS, E: 870538.774 METERS) OF THE MISSOURI GEOGRAPHIC REFERENCE SYSTEM, AS DEVELOPED FROM GPS OBSERVATIONS, A GRID FACTOR OF 0.9999053 WAS USED.

FLOOD INFORMATION

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED WITHIN ZONE X OF THE FLOOD INSURANCE RATE PANEL, 29095C0338G AND 29095C0319G, BOTH OF WHICH BEAR AN EFFECTIVE DATE OF JANUARY 20, 2017.

PROPERTY DESCRIPTION:

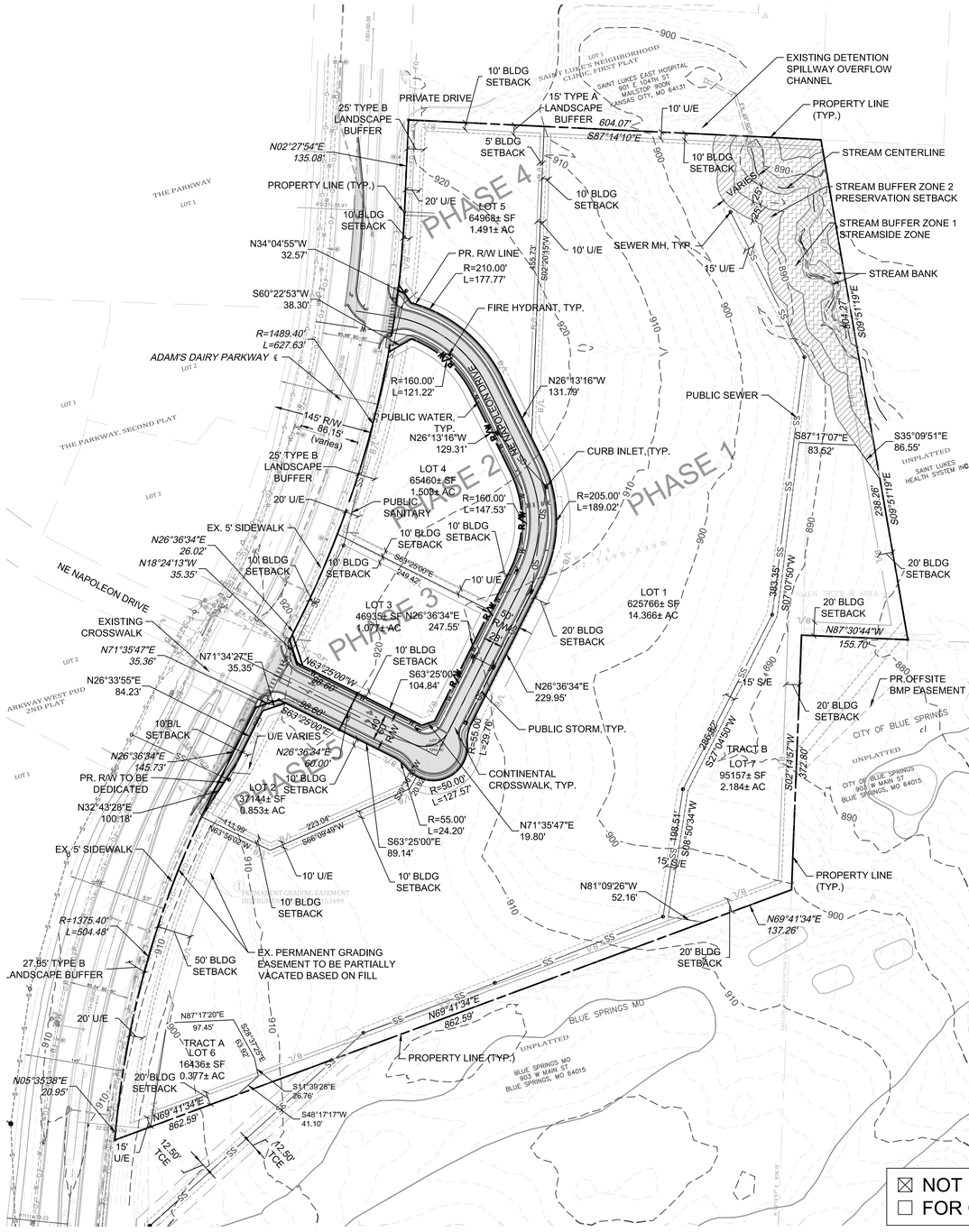
A TRACT OF LAND LOCATED IN PART OF THE NORTH HALF OF SECTION 32, TOWNSHIP 49 NORTH, RANGE 30 WEST, CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 32, MARKED BY A 5/8" REBAR WITH A 2" ALUMINUM ID CAP "KVE", THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32, NORTH 02°14'57" EAST, 878.75 FEET, TO THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, LEAVING SAID EAST LINE, SOUTH 69°41'34" WEST, 1055.44 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF ADAMS DAIRY PARKWAY, AS NOW ESTABLISHED; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 05°35'28" EAST, 20.95 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1375.40 FEET, A CURVE LENGTH OF 504.48 FEET, A CHORD BEARING OF NORTH 16°06'06" EAST, AND A CHORD LENGTH OF 501.66 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 71°35'47" EAST, 35.36 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 63°25'00" EAST, 98.60 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 26°36'34" EAST, 60.00 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE , NORTH 63°25'00" WEST, 98.60 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 18°24'13" WEST, 35.35 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 26°36'34" EAST, 26.02 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1489.40 FEET, A CURVE LENGTH OF 627.63 FEET, A CHORD BEARING OF NORTH 14°32'14" EAST, AND A CHORD LENGTH OF 623.00 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 02°27'54" EAST, 135.08 FEET, TO THE SOUTHWEST CORNER OF LOT 1, SAINT LUKE'S NEIGHBORHOOD CLINIC, FIRST PLAT, A SUBDIVISION IN THE CITY OF BLUE SPRINGS; THENCE ALONG THE SOUTH LINE OF SAID LOT 1, SOUTH 87°14'10" EAST, 604.07 FEET, TO THE SOUTHEAST CORNER OF SAID LOT 1 AND BEING A POINT ON THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE LEAVING SAID SOUTH LINE, SOUTH 09°51'19" EAST, 742.53 FEET; THENCE NORTH 87°30'44" WEST, 155.70 FEET, TO A POINT ON THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE ALONG SAID EAST LINE, SOUTH 02°14'57" WEST, 372.80 FEET, TO THE POINT OF BEGINNING AND CONTAINS 23.02 ACRES, MORE OR LESS.

LEGEND

- EXISTING PROPERTY LINE
- EXISTING EASEMENT LINE
- EXISTING CURB & GUTTER
- EXISTING SIDEWALK
- EXISTING FIBER OPTICS
- EXISTING STORM SEWER
- EXISTING STORM STRUCTURE
- EXISTING WATERLINE
- EXISTING WATER METER
- EXISTING FIRE HYDRANT
- EXISTING GAS MAIN
- EXISTING SANITARY SEWER
- EXISTING SANITARY MANHOLE
- EXISTING UNDERGROUND POWER
- EXISTING OVERHEAD POWER
- EXISTING STREET LIGHT
- EXISTING CONTOUR MAJOR
- EXISTING CONTOUR MINOR
- EXISTING TREE LINE
- EXISTING FENCE
- PROPOSED 6" ASPHALT PAVEMENT
- PROPOSED 4" CONCRETE SIDEWALK
- PROPOSED RIGHT- WAY
- PROPOSED LOT LINE
- PROPOSED EASEMENT
- PROPOSED CURB & GUTTER
- PROPOSED PUBLIC STORM SEWER
- PROPOSED PUBLIC STORM STRUCTURE
- PROPOSED FIRE HYDRANT
- PROPOSED PUBLIC WATERLINE
- PROPOSED PUBLIC SANITARY SEWER
- PROPOSED SANITARY MANHOLE



☒ NOT FOR CONSTRUCTION
☐ FOR CONSTRUCTION

PROJECT SUMMARY:

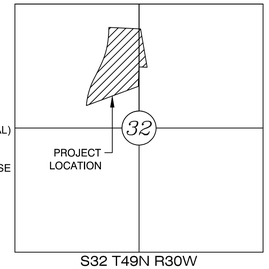
ZONING & LANDUSE

EXISTING ZONING:	AGRICULTURE (AG), RESIDENTIAL ESTATE (RE)
EXISTING LANDUSE:	VACANT LAND
PROPOSED ZONING:	PLANNED DEVELOPMENT/MIXED USE (PD/MU)
BASE ZONING:	GENERAL BUSINESS (GB) HIGH DENSITY MULTI-FAMILY (MF-18)
PROPOSED LANDUSE:	MIXED USE (COMMERCIAL & MULTI-FAMILY RESIDENTIAL)
ADJACENT:	NORTH: SERVICE OFFICE (SO) - SAINT LUKE'S CLINIC EAST: AGRICULTURE (AG) - ADAM'S POINT GOLF COURSE SOUTH: LIGHT INDUSTRIAL (LI) - EVERGY CENTER WEST: GENERAL BUSINESS (GB) - MIXED COMMERCIAL

AREA SUMMARY

GROSS PROPERTY:	23.02± ACRES
NEW RIGHT-OF-WAY TO BE DEDICATED:	1.17± ACRES
NET PROPERTY:	21.85± ACRES
DETENTION TRACT:	2.56 ACRES
MULTI-FAMILY:	AREA = 14.36± ACRES UNITS = 252 NET DENSITY = 17.50 UNITS/ACRE
COMMERCIAL:	LAND AREA = 4.90± ACRES BUILDING AREA = 25,000± SF COVERAGE = <65%

BUILDING TYPES: APARTMENT COMPLEX, CLUBHOUSE/OFFICE, SMALL COMMERCIAL PAD SITE



S32 T49N R30W

SECTION MAP

N.T.S.

PROPERTY OWNER

CITY OF BLUE SPRINGS
903 MAIN BLUE SPRINGS MO 64015

DEVELOPER

GRIFFIN RILEY PROPERTY GROUP, LLC
21 SE 29th TERRACE,
LEE'S SUMMIT, MO 64082

SURVEYOR

POWELL CWM, INC
3200 S STATE ROUTE 291, BLDG.1
INDEPENDENCE, MO 64057

BUILDING STANDARDS SUMMARY

LOT 1 - APARTMENT COMPLEX

AREA	= 14.36± ACRES
FRONT YARD SETBACK	= 50-FT ON ADAM'S DAIRY PARKWAY = 20-FT ON NAPOLEON DRIVE
SIDE YARD SETBACK	= 10-FT ADJACENT TO SO ZONNING = 20-FT ADJACENT TO AG ZONNING
REAR YARD SETBACK	= 20-FT MINIMUM
CORNER SIDE YARD SETBACK	= 10-FT MINIMUM
MAX. BUILDING COVERAGE	= 60%
MAX. BUILDING HEIGHT	= 65-FT (5 STORIES)

DETACHED GARAGES MAY ENCROACH IN 20-FT FRONT SETBACK

LOT 2 - COMMERCIAL PAD SITE

AREA	= 0.85± ACRES
FRONT YARD SETBACK	= 10-FT MINIMUM
SIDE YARD SETBACK	= 10-FT MINIMUM
REAR YARD SETBACK	= 10-FT MINIMUM
CORNER SIDE YARD SETBACK	= 10-FT MINIMUM
MAX. BUILDING COVERAGE	= 65%
MAX. BUILDING HEIGHT	= 30-FT (2 STORIES)

LOT 3 - COMMERCIAL PAD SITE

AREA	= 1.07± ACRES
FRONT YARD SETBACK	= 10-FT MINIMUM
SIDE YARD SETBACK	= 10-FT MINIMUM
REAR YARD SETBACK	= 10-FT MINIMUM
CORNER SIDE YARD SETBACK	= 10-FT MINIMUM
MAX. BUILDING COVERAGE	= 65%
MAX. BUILDING HEIGHT	= 30-FT (2 STORIES)

LOT 4 - COMMERCIAL PAD SITE

AREA	=1.50± ACRES
FRONT YARD SETBACK	= 10-FT MINIMUM
SIDE YARD SETBACK	= 10-FT MINIMUM
REAR YARD SETBACK	= 10-FT MINIMUM
CORNER SIDE YARD SETBACK	= 10-FT MINIMUM
MAX. BUILDING COVERAGE	= 65%
MAX. BUILDING HEIGHT	= 30-FT (2 STORIES)

LOT 5 - COMMERICAL PAD SITE

AREA	= 1.49± ACRES
FRONT YARD SETBACK	= 10-FT MINIMUM
SIDE YARD SETBACK	= 10-FT MINIMUM
REAR YARD SETBACK	= 5-FT MINIMUM
CORNER SIDE YARD SETBACK	= 10-FT MINIMUM
MAX. BUILDING COVERAGE	= 65%
MAX. BUILDING HEIGHT	= 30-FT (2 STORIES)

CONSTRUCTION SCHEDULE:

PHASE 1: RESIDENTIAL DEVELOPMENT AND PUBLIC IMPROVEMENTS
BEGIN CONSTRUCTION - SPRING 2027

PHASE 2 - 5 : COMMERCIAL DEVELOPMENT
BEGIN CONSTRUCTION - SPRING 2028

PUBLIC STREET IMPROVEMENTS:

NE NAPOLEON DR.
STREET CLASSIFICATION: LOCAL
THROUGH LANES: 2
LANE WIDTH: 12-FT
DESIGN SPEED: 25 MPH

ADAM'S DAIRY PARKWAY
STREET CLASSIFICATION: ARTERIAL
THROUGH LANES: 4 EX.
LANE WIDTH: 12-FT
DESIGN SPEED: 40 MPH
DESIGN SPEED: 50 MPH

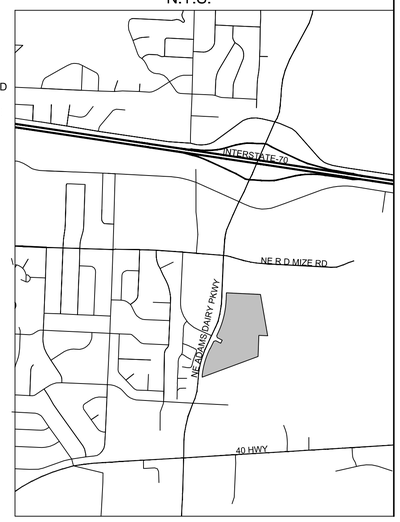
SIDEWALK CONSTRUCTION:
THE IMPROVEMENTS OF ALL SIDEWALKS TO BE DEFERRED EXCEPT FOR THE SIDEWALK ALONG ADAM'S DAIRY PARKWAY. INDIVIDUAL LOT OWNERS TO CONSTRUCT THE SIDEWALKS AT THE TIME OF DEVELOPMENT.

NOTE: LINEAR UTILITIES, GRADING, AND TRAIL FACILITIES ARE PERMITTED IN STREAM BUFFER ZONE 2.

PROPOSED STREET IMPROVEMENTS SHALL BE IN ACCORDANCE WITH THE CITY OF BLUE SPRINGS DESIGN AND CONSTRUCTION MANUAL.

VICINITY MAP

N.T.S.



POWELL CWM
ARCHITECTURE/ENGINEERING/SURVEYING
3200 S. State Route 291, Bldg. 1, Independence, MO 64057
(816) 373-4800 | powellcwm.com

Certificates of Authority
Architecture: MO 310 / KS 73
Engineering: MO 4 / KS 241
Land Surveying: MO 123 / KS 36

PREPARED FOR
GRIFFIN RILEY PROPERTY GROUP, LLC
21 SE 29th TERRACE,
LEE'S SUMMIT, MO 64082

PRELIMINARY PLAT FOR
ICONIC BLUE SPRINGS
LOTS 1-5
BLUE SPRINGS, JACKSON COUNTY, MISSOURI

REVISIONS

NO.	DATE / DESCRIPTION
1	
2	
3	
4	
5	
6	

DRAWN BY:	AIA
CHECKED BY:	JRT
PROJECT #:	25-2343
ISSUE DATE:	4/29/2026
ISSUED FOR:	REVIEW

PRELIMINARY PLAT

1 OF 1

© 2025 Powell CWM, Inc.
This drawing has been prepared by Powell CWM, Inc. This drawing is provided as an instrument of service by Powell CWM, Inc.and is intended for use on this project only. Pursuant to the Architectural Works. Copyright Protection Act of 1990, all drawings, specifications, ideas and designs, including the overall form, arrangement and composition of spaces and elements appearing herein constitute the original, copyrighted work of Powell CWM, Inc. Any reproduction, use, or disclosure of information contained herein without prior written consent of Powell CWM, Inc. is strictly prohibited.

P:\Griffin Riley\25-2343 ADP Mixed Use\Civil\Preliminary Plat & PD\Preliminary Plat\ADP Preliminary Plat.dwg, Preliminary Plat, 4/29/2026 7:48:41 AM, Jode Tipton, ANSI full bleed D (22.00 x 34.00 Inches), 1:1

Outlook

Re: Iconic BS

From Sam Persell <spersell@cjcfpd.org>
Date Mon 4/20/2026 2:38 PM
To Logan Day <lday@bluespringsmo.gov>

[CAUTION - EXTERNAL EMAIL] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Contact your IT Department when in doubt.

Logan,

I am good with the new entrance as long as the grade is no more than 10%. I didn't get an answer from them about their proposal, and the plans don't show the grade either. The plans also describe the road as a fire access road, not a city road. I would like to know what that means and whether there is a plan to install a gate or other access controls.

Thank you,

Sam Persell
Assistant Chief
of Community Risk Reduction
Phone: **816-229-2522**
Mobile: 816-797-9197
Email: Spersell@cjcfpd.org
805 NE Jefferson St.
Blue Springs, MO 64014
www.cjcfpd.org

From: Logan Day <lday@bluespringsmo.gov>
Sent: Monday, April 20, 2026 2:03 PM
To: Sam Persell <spersell@cjcfpd.org>
Subject: Iconic BS

You don't often get email from lday@bluespringsmo.gov. Learn why this is important

- - CAUTION - -: *This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. ac_051321*

Sam,

Can you take a quick look at the attached resubmittal to see if the fire access off ADP would work for you guy?

Thank you,
Logan Day
Planner I

City of Blue Springs, Mo.
903 W Main Street
Blue Springs, MO 64015

Office (816) 228-0142
Email: lday@bluespringsmo.gov

www.bluespringsmo.gov

Please note that effective April 01, 2026, my email address will change to lday@bluespringsmo.gov.



*Images shown are for illustrative purposes only and do not necessarily represent final finishes or materials.

ICONIC
Blue Springs

Design Book

Adams Dairy Parkway & Nepoleon Drive
Blue Springs, Missouri (MO)

GRIFFIN RILEY
21 SE 29th Terrace
Lee's Summit, MO 64082
GriffinRiley.com

GRIFFIN RILEY

[reserved for stamps]

Design Book

SECTION 1: PURPOSE, INTENT & REGULATORY FRAMEWORK

Iconic Blue Springs is envisioned as a high-quality, cohesive mixed-use development that enhances the Adams Dairy Parkway corridor while allowing the architectural and site design flexibility necessary for long-term market viability and success.

The Design Book establishes a clear framework for architectural character, materials, site planning, and functional design. Its purpose is to provide predictable, durable, and cohesive design outcomes across all parcels while accommodating evolving tenant requirements and modern construction methods.

Prepared to implement and clarify the approved Planned Development (PD) Standards, this document shall be read in conjunction with the City of Blue Springs Unified Development Code (UDC) and the City Design and Construction Manual. Except where specifically modified by the approved PD and incorporated herein, all applicable UDC requirements shall apply.

1.1 Development Structure and Lot Allocation

The Iconic Blue Springs Planned Development is organized into distinct development lots to support a coordinated mixed-use project while allowing flexibility in design, phasing, ownership, and tenant composition.

Lot 1 is intended exclusively for multifamily residential use and shall consist of luxury apartment buildings, structured and surface parking, and associated residential amenities.

Lots 2-5 are intended for non-residential development and may include multi-tenant commercial buildings, pad sites, and freestanding commercial uses consistent with the approved Planned Development.

While permitted uses and building typologies vary by lot, all parcels within the Planned Development are subject to the overarching architectural intent, site planning principles, material standards, and design requirements established in this Design Book unless expressly modified herein or by the approved Planned Development.

SECTION 2: OVERALL ARCHITECTURAL INTENT

(UDC Chapter 405 – Building and Use Regulations; Chapter 407 – General Development Standards)

Buildings within Iconic Blue Springs shall express a cohesive regional-modern architectural character emphasizing durability, human scale, and visual continuity. Architectural interest shall be achieved through thoughtful massing, façade articulation, proportional relationships, and high-quality materials rather than applied ornamentation.

The development is designed to allow variation in architecture and materials across individual buildings while maintaining a clear and unified identity through a consistent material palette, scale relationships, and architectural rhythms. Uniformity is not required; intentional compatibility is essential.

SECTION 3: SITE PLANNING, FRONTAGE TYPES & BUILDING ORIENTATION

(UDC §405.020; §405.030, as Modified by the Approved Planned Development)

Primary building façades shall be oriented toward Adams Dairy Parkway, internal public streets, and common pedestrian spaces to reinforce an active, visually engaging development pattern. Building siting and orientation shall prioritize pedestrian visibility, architectural presence, and logical circulation throughout the site.

Frontage types for both residential and non-residential buildings shall be consistent with those illustrated on the Overall Landscape Plan included in the approved Concept Planned Development. The intent is to establish a cohesive and predictable streetscape framework while allowing flexibility in architectural expression.

Secondary façades visible from public streets, internal drives, parking areas, or pedestrian routes shall receive architectural treatment comparable in quality, materiality, and articulation to primary façades. Blank or unarticulated walls facing public areas are prohibited.

3.1 Building Setbacks
Residential buildings shall generally comply with *UDC Section 405.020*, as modified by the approved Planned Development. A minimum twenty-foot (20') front setback shall apply along all streets; however, this requirement shall not apply to detached rear-facing garages.

In addition, attached or detached garage structures may be permitted to encroach into required building setbacks, provided such encroachments are consistent with the approved Concept PD, overall site circulation, and architectural intent of the development. Garage encroachments shall remain subordinate to the principal building mass and shall be designed to complement the primary structure in materials, scale, and architectural character.

Non-residential and pad site buildings shall meet or exceed the minimum setbacks shown on the approved Concept PD Plan, consistent with *UDC Section 405.030*.

SECTION 4: BUILDING TYPOLOGIES & MASSING STANDARDS

4.1 Luxury Apartment Buildings (Lot 1)
(UDC §405.020; §407.080, as Modified)

Multi-family buildings shall incorporate clear vertical and horizontal articulation to reduce perceived building mass and reinforce human scale. Ground floors shall be emphasized through masonry or visually substantial materials, with upper levels utilizing complementary architectural siding or panel systems.

The following PD-approved modifications to *UDC §407.080* – Residential Design apply:

- Vertical Massing: Vertical articulation shall be provided comparable to the architecture shown in the approved concept elevations.
- Front Entrance Variation: Front-entry design may minimize variation to improve wayfinding for larger buildings, provided comparable façade articulation is maintained.
- Balcony and Porch Materials: Concrete is an approved material for balconies and porches.
- Roof Forms and Materials: TPO membrane roofing is an approved roofing material.
- Front-Loaded Garages: There is no maximum percentage of front-loaded garage composition along a front façade.
- Detached Garages and Accessory Structures: Shed roof forms are permitted for detached garages when materials, scale, and architectural character match the primary buildings.

Parking located beneath apartment buildings shall not count toward maximum allowable parking totals (see Section 8).

4.2 Multi-Tenant Commercial Buildings (Lots 2-5)
(UDC §405.030; §407.010)

Commercial buildings shall establish a consistent storefront rhythm with defined tenant entries, coordinated canopy alignments, and clear pedestrian emphasis. Customer-facing façades shall incorporate transparency and architectural detailing appropriate to a primary commercial corridor.

Architectural datums such as sign bands, canopies, and clerestory windows shall be used consistently across multi-tenant buildings to reinforce cohesion while allowing individual tenant expression.

4.3 Pad & Freestanding Buildings (Lots 2-5)
(UDC §405.030)

Freestanding and pad buildings shall be fully integrated into the architectural language of the development. All façades visible from public streets or common areas shall receive equivalent architectural treatment, articulation, and material quality.

Enhanced architectural entries are required to establish hierarchy and visibility along Adams Dairy Parkway.

SECTION 5: MATERIAL & COLOR STANDARDS

(UDC Chapter 407 – General Development Standards; PD Modifications as Approved)

5.1 Intent and Flexibility
To ensure long-term viability and market responsiveness, these material and color standards provide clear expectations while allowing reasonable design flexibility. Evolving tenant needs, material availability, and construction methodologies may necessitate alternate high-quality materials that meet or exceed the intent of these standards.

5.2 General Material Intent
Materials shall convey permanence, durability, and architectural depth. Buildings shall emphasize masonry and high-quality complementary materials, with transitions aligned with changes in massing, storefront rhythm, or façade plane.

5.3 Façade Classification & Material Requirements

- Primary Façades (Adams Dairy Parkway, primary internal streets, major pedestrian corridors):
  - Minimum three (3) materials
  - Highest level of articulation and transparency
- Secondary Façades (visible from public streets, drives, parking):
  - Minimum two (2) materials
  - Continued use of primary materials
- Rear Façades:
  - Simplified palette permitted when not publicly visible
  - Must maintain architectural compatibility

5.4 Approved Materials
Approved and encouraged materials include:

- Brick (fired clay or high-quality synthetic)
- Thin brick systems
- Natural or manufactured stone veneer
- Cast stone
- Burnished or patterned masonry block
- EIFS or stucco (selective use)
- ACM metal panels
- Cast-in-place concrete
- Clear glass and aluminum storefront systems
- Prefinished wood or composite wood accents
- Prefinished metal canopies

Vinyl siding and standard exposed metal siding are discouraged but may be approved administratively if architecturally integrated.

5.5 Color Standards
Colors shall consist of muted, neutral, or earth tones. Accent colors may be used at entries, material transitions, storefronts, and signage. High-contrast or fluorescent colors are discouraged. White is permitted as a primary body color. Final selections are subject to administrative approval.

SECTION 6: TRANSPARENCY & STOREFRONTS

(UDC §407.010; §407.080)

Commercial storefront façades shall maintain a minimum of 60% clear, transparent glazing on primary customer-facing elevations. Mirrored, heavily tinted, or opaque glass is prohibited. Corner tenants shall address both street-facing façades with transparency.

SECTION 7: SCREENING, BUFFERS & SERVICE AREAS

(UDC §407.040 – Buffers, Screens and Fencing)

Per the approved PD:

- No fencing or masonry columns are required along the Adams Dairy Parkway landscape buffer.
- No buffers or additional screening are required between parcels within the PD.

Trash enclosures shall be masonry and screened. Roof-mounted mechanical equipment shall be fully screened by parapets or architectural elements. Ground-mounted equipment shall be screened with architecture or landscaping.

SECTION 8: PARKING, CIRCULATION & FUNCTIONAL FLEXIBILITY

(UDC §407.010 – Parking and Loading, as Modified by the Approved Planned Development)

8.1 General Intent

Parking and circulation within Iconic Blue Springs are designed to balance functional efficiency, pedestrian safety, and long-term flexibility while supporting high-quality architectural outcomes. The standards in this section implement the approved Planned Development modifications to the Unified Development Code and are intended to accommodate a range of uses, tenant needs, and site configurations without compromising overall design integrity.

8.2 Residential Parking

Parking facilities located beneath or within apartment buildings shall not be included in the determination of maximum allowable parking, consistent with the approved PD modification to *UDC Section 407.010*. This approach supports efficient land utilization and reduces the visual impact of surface parking while maintaining adequate parking supply for residents and guests.

8.3 Bicycle Parking

In accordance with the approved Planned Development and UDC Section 407.010, as modified, the proposed General Business (GB) parcels within Iconic Blue Springs shall not be subject to an overarching minimum bicycle parking requirement. The need for bicycle parking shall be evaluated on a case-by-case basis at the time of Final Planned Development review for each individual site, taking into consideration the proposed building use, tenant mix, site design, circulation patterns, and operational needs.

For the apartment component of the development, exterior bicycle parking shall be provided at centralized locations in lieu of being required at each individual apartment building.

Nothing herein shall prohibit or preclude the voluntary provision of bicycle parking where requested by a tenant or where otherwise deemed appropriate by the developer.

8.4 Drive-Through Facilities and Stacking

To support practical site circulation and efficient site design, the Planned Development allows modifications to minimum drive-through stacking requirements for Lot 2 as follows, consistent with *UDC Section 407.010* as modified:

- The minimum stacking requirement between the order box and the drive-through entry is reduced from eight (8) spaces to five (5) spaces.
- The minimum stacking requirement between the service window and the order box is reduced from four (4) spaces to three (3) spaces.

These reductions are intended to maintain operational functionality while allowing improved site layout and building placement.

8.5 Administrative Review and Flexibility
Final parking layouts, bicycle accommodations (if provided), and drive-through configurations shall be subject to City review at the time of final development plan approval, as applicable. Minor adjustments may be approved administratively where consistent with the intent of the Planned Development, this Design Book, and applicable City standards.

SECTION 9: DRAINAGE & INFRASTRUCTURE

(UDC §406.050)

Storm sewer systems for public streets shall be designed in accordance with the City of Blue Springs Design and Construction Manual and the applicable version of APWA Section 5600 as adopted by the City of Blue Springs.

SECTION 10: LIGHTING & SITE ELEMENTS

(UDC Chapter 407)

Lighting fixtures shall be full cutoff and downward-directed to minimize glare and light spillover. Architectural accent lighting is encouraged to highlight entries, pedestrian paths, and architectural features.

Animated, flashing, or exposed light sources are prohibited.

SECTION 11: ADMINISTRATIVE FLEXIBILITY

Architectural elevations and illustrations included in this Design Book are conceptual and intended to convey character and intent. Equivalent materials, alternate detailing, or refined design solutions may be approved where consistent with the overall PD vision.

Additional design and performance standard modifications may be requested and approved at staff discretion during Final PD review for individual parcels, consistent with *UDC §405.030* and PD approvals.

Warm regards,



Matt Tapp
Director of Acquisitions & Entitlements
Griffin Riley Property Group (GRPG)
Mobile: 816-726-7841
Email: matt@griffinriley.com

ATTACHMENT A: TYPICAL ELEVATIONS

Luxury Apartments

Typical Elevations











Note: Drawings have been scaled down from their original size to fit

Example Amenity Drawings

The following images are provided for illustrative and conceptual purposes only. They are intended to convey general design intent, programming, and overall quality, and are not meant to represent final layouts, architectural forms, building massing, roof configurations, finishes, materials, or equipment selections. The graphics shown are examples only and do not necessarily reflect what will ultimately be constructed.

Final amenity and clubhouse designs, architecture, and material selections will be refined through continued coordination with the project team and City staff and finalized as part of the PDF submittal.

Clubhouse & Pool





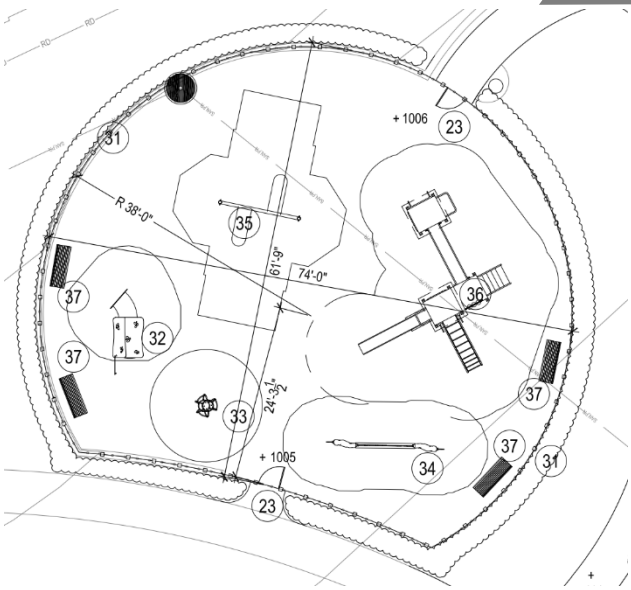
Entertainment Deck



Play Area



[reserved for stamps]





PLAY STRUCTURE

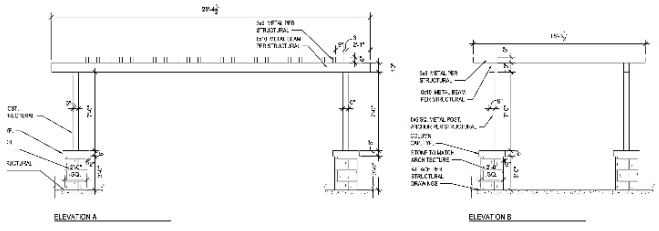


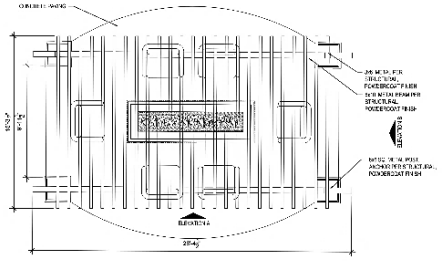
SWINGS



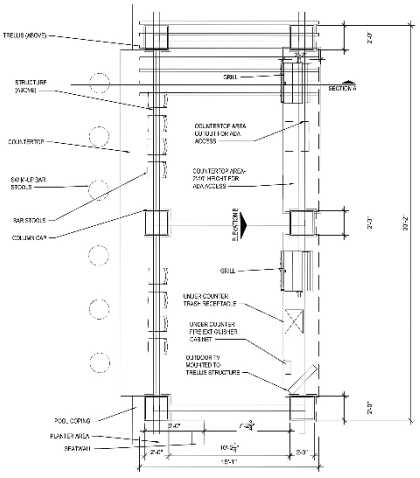
CLIMBER | SPINNER | PLAY HOUSE

Fire Pit / Bar & Grill Area

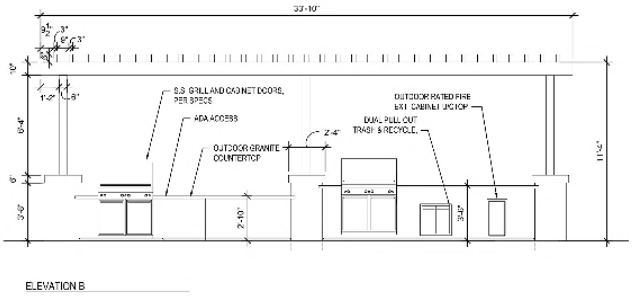




FIRE PIT AREA TRELLIS



BAR AND GRILL STRUCTURE



ELEVATION B

Pickleball Courts



Dog Park



Commercial Area

Typical Elevation Render



Images shown are for illustrative purposes only and do not necessarily represent final finishes or materials.

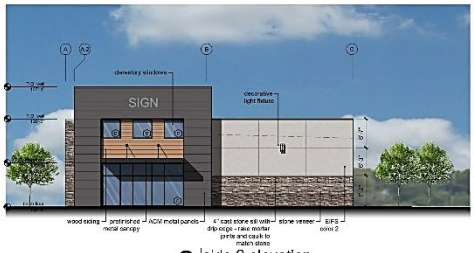
Typical Elevation Drawings



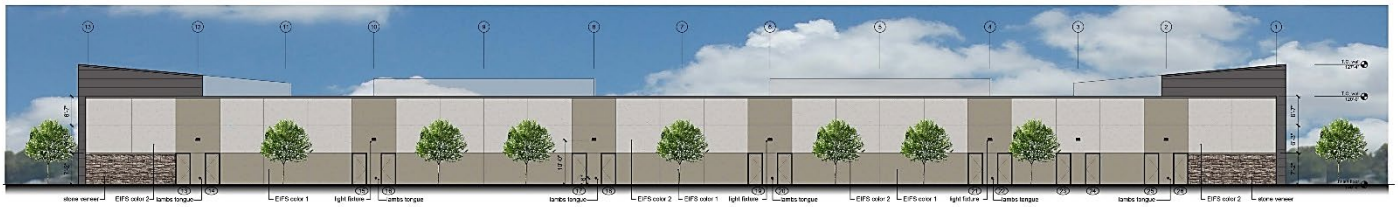
1 front elevation
scale: 3/32"=1'-0"



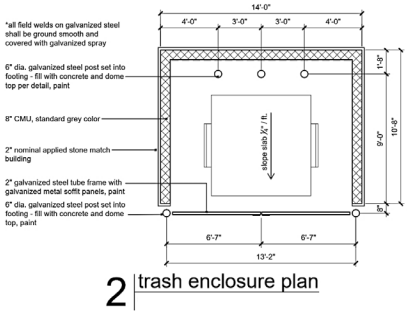
2 side 1 elevation
scale: 3/32"=1'-0"



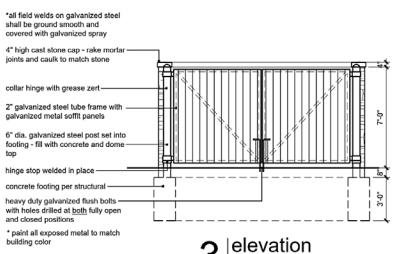
3 side 2 elevation
scale: 3/32"=1'-0"



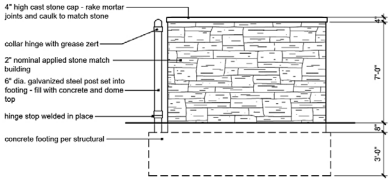
Trash Enclosure



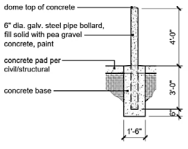
2 trash enclosure plan



3 elevation



4 elevation



5 detail

Note: Drawings have been scaled down from their original size to fit.

PUBLIC NOTICE

Rezoning | RZ-02-26-9822
Planned Development Concept | PDC-02-26-9823
Iconic Blue Springs
Napolean Drive and Adams Dairy Parkway
Parcel # 36-820-01-02-01-0-00-000, 36-820-01-03-03-0-00-000, 36-820-01-03-02-1-00-000

Notice is hereby given that a public hearing will be held by the Planning Commission of the City of Blue Springs on **Monday, May 11, 2026 at 6:30 p.m.** in the Council Chambers of the Howard L. Brown Public Safety Facility at 1100 SW Smith Street for the purpose of hearing interested parties and citizens on a request by the applicant, Matt Tap, Griffin Riley, on behalf of the property owner, City of Blue Springs, for approval of a Planned Development Concept Plan, and Rezoning to include approximately 252 multifamily units in multiple buildings, supported by a centrally located clubhouse with shared indoor and outdoor amenities. Retail uses along Adams Dairy Parkway activate the corridor, promote walkability, and provide convenient services for residents and the surrounding community approximately at the intersection of Napolean Drive and Adams Dairy Parkway. Interested parties may view the application materials on file by contacting the Community Development Department via email at ComDevLegal@bluespringsmo.gov or at City Hall at 903 W Main Street, Blue Springs, MO. The site is legally described as follows:

TRACT 1:

ALL THAT PART OF THE NORTH HALF OF SECTION 32, TOWNSHIP 49 NORTH, RANGE 30 WEST, IN THE CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 49 NORTH, RANGE 30 WEST; THENCE SOUTH 87 DEGREES 11 MINUTES 14 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32 A DISTANCE OF 1970.20 FEET TO A POINT ON THE CENTERLINE OF ADAMS DAIRY PARKWAY AS ESTABLISHED IN BOOK I2329 AT PAGE 1005; THENCE SOUTH 2 DEGREES 28 MINUTES 24 SECONDS WEST ALONG THE CENTERLINE OF SAID ADAMS DAIRY PARKWAY A DISTANCE OF 659.40 FEET TO A POINT ON THE WESTERN PROLONGATION OF THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32; THENCE SOUTH 87 DEGREES 13 MINUTES 40 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32 AND SAID PROLONGATION A DISTANCE OF 57.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID ADAMS DAIRY PARKWAY, THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 87 DEGREES 13 MINUTES 40 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32 A DISTANCE OF 604.02 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 9 DEGREES 51 MINUTES 56 SECONDS EAST A DISTANCE OF 742.14 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 66.03 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32; THENCE NORTH 87 DEGREES 31 MINUTES 14 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTH 66.03 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32 A DISTANCE OF 155.70 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32; THENCE SOUTH 2 DEGREES 14 MINUTES 42 SECONDS WEST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32 A DISTANCE OF 372.80 FEET TO A POINT; THENCE SOUTH 69 DEGREES 40 MINUTES 50 SECONDS WEST A DISTANCE OF 563.09 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32; THENCE NORTH 87 DEGREES 18 MINUTES 30 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32 A DISTANCE OF 138.03 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 32; THENCE NORTH 2 DEGREES 16 MINUTES 15 SECONDS EAST ALONG THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 32 A DISTANCE OF 450.08 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID ADAMS DAIRY PARKWAY; THENCE NORTH 26 DEGREES 37 MINUTES 03 SECONDS EAST ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID ADAMS DAIRY PARKWAY A DISTANCE OF 29.95 FEET TO A POINT; THENCE NORTH 63 DEGREES 22 MINUTES 57 SECONDS WEST ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID ADAMS DAIRY PARKWAY A DISTANCE OF 13.55 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 32; THENCE NORTH 2 DEGREES 16 MINUTES 15 SECONDS EAST ALONG THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 32 A DISTANCE OF 311.65 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID ADAMS DAIRY PARKWAY; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE EAST RIGHT OF WAY LINE OF SAID ADAMS DAIRY PARKWAY AND ALONG A CURVE TO THE LEFT WHOSE INITIAL TANGENT BEARS NORTH 17 DEGREES 35 MINUTES 42 SECONDS EAST, HAVING A RADIUS OF 1489.40 FEET, THROUGH A CENTRAL ANGLE OF 15 DEGREES 07 MINUTES 18 SECONDS, AN ARC DISTANCE OF 393.09 FEET TO A POINT; THENCE NORTH 2 DEGREES 28 MINUTES 24 SECONDS EAST ALONG THE EAST RIGHT OF WAY LINE OF SAID ADAMS DAIRY PARKWAY A DISTANCE OF 135.41 FEET TO THE POINT OF BEGINNING.

TRACT 2:

A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 49 NORTH, RANGE 30 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BLUE SPRINGS, JACKSON COUNTY, MISSOURI, BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 32; THENCE SOUTH 87°20'43" EAST (DEED-S 89°55'41" E), ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, 1657.42 FEET; THENCE NORTH 02°39'17" EAST, 468.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF ADAMS DAIRY PARKWAY, AS NOW ESTABLISHED AND DESCRIBED IN BOOK I-2329 AT PAGE 1005, SAID POINT BEING ALSO THE TRUE POINT OF BEGINNING OF THE TRACT TO BE HEREIN DESCRIBED; THENCE NORTH 05°47'46" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 14.44 FEET; THENCE NORTHEASTERLY, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, ON A CURVE TO THE RIGHT, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 1375.40 FEET, A CENTRAL ANGLE OF 21°00'56", AND AN ARC DISTANCE OF 504.48 FEET TO A POINT 57.00 FEET RIGHT OF CENTERLINE STATION 118+48.61; THENCE NORTH 26°48'42" EAST (DEED-N 24°13'44" E), ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 146.39 FEET TO A POINT 57.00 FEET RIGHT OF SAID CENTERLINE STATION 119+95.00; THENCE NORTH 71°48'42" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 35.36 FEET TO A POINT 82.00 FEET RIGHT OF SAID CENTERLINE STATION 120+20.00; THENCE SOUTH 63°11'18" EAST (DEED-S 65°46'16" E), 107.78 FEET (DEED-101.65') TO A POINT ON THE WEST LINE OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF SAID NORTHWEST QUARTER; THENCE SOUTH 02°15'56" WEST (DEED-S 00°38'06" E), ALONG SAID EAST LINE, 412.64 FEET (DEED-417.19') TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER; THENCE SOUTH 87°18'11" EAST (DEED-N 89°56'15" E), ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 138.09 FEET; THENCE SOUTH 69°41'36" WEST, 490.18 FEET TO THE POINT OF BEGINNING.

TRACT 3:

A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 49, RANGE 30, BLUE SPRINGS, JACKSON COUNTY, MISSOURI, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 02°14'21" EAST (DEED- N 0°35'00" W), ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, 658.86 FEET (DEED-658.88') TO THE SOUTHEAST

CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER; THENCE NORTH 87°18'11" WEST (DEED-S 89°56'15" W), ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 658.09 FEET (DEED-657.85') TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 02°15'56" EAST (DEED-N 0°38'06" W), ALONG THE WEST LINE OF THE EAST ½ OF THE EAST ½ OF SAID NORTHWEST QUARTER, 478.60 FEET (DEED-483.32') TO THE TRUE POINT OF BEGINNING OF THE TRACT TO BE HEREIN DESCRIBED; THENCE NORTH 63°11'18" WEST (DEED-N 65°46'16" W), 80.37 FEET (DEED-73.85') TO A POINT 82.00 FEET RIGHT OF ADAMS DAIRY PARKWAY CENTERLINE STATION 120+80.00; THENCE NORTH 18°11'18" WEST (DEED-N 20°46'16" E), ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID ADAMS DAIRY PARKWAY, 35.36 FEET TO A POINT 57.00 FEET RIGHT OF CENTERLINE STATION 121+05.00; THENCE NORTH 26°48'42" EAST (DEED-N24°13'44" E), ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 25.36 FEET TO A POINT 57.00 FEET RIGHT OF SAID CENTERLINE STATION 121+30.36; THENCE NORTHEASTERLY, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, ON A CURVE TO THE LEFT, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 1489.40 FEET, A CENTRAL ANGLE OF 08°16'22", AN ARC DISTANCE OF 215.05 FEET TO ITS INTERSECTION WITH THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER; THENCE SOUTH 02°15'56" WEST (DEED-S 0°38'06" E), ALONG SAID WEST LINE, 290.96 FEET (DEED-263.39') TO THE TRUE POINT OF BEGINNING.

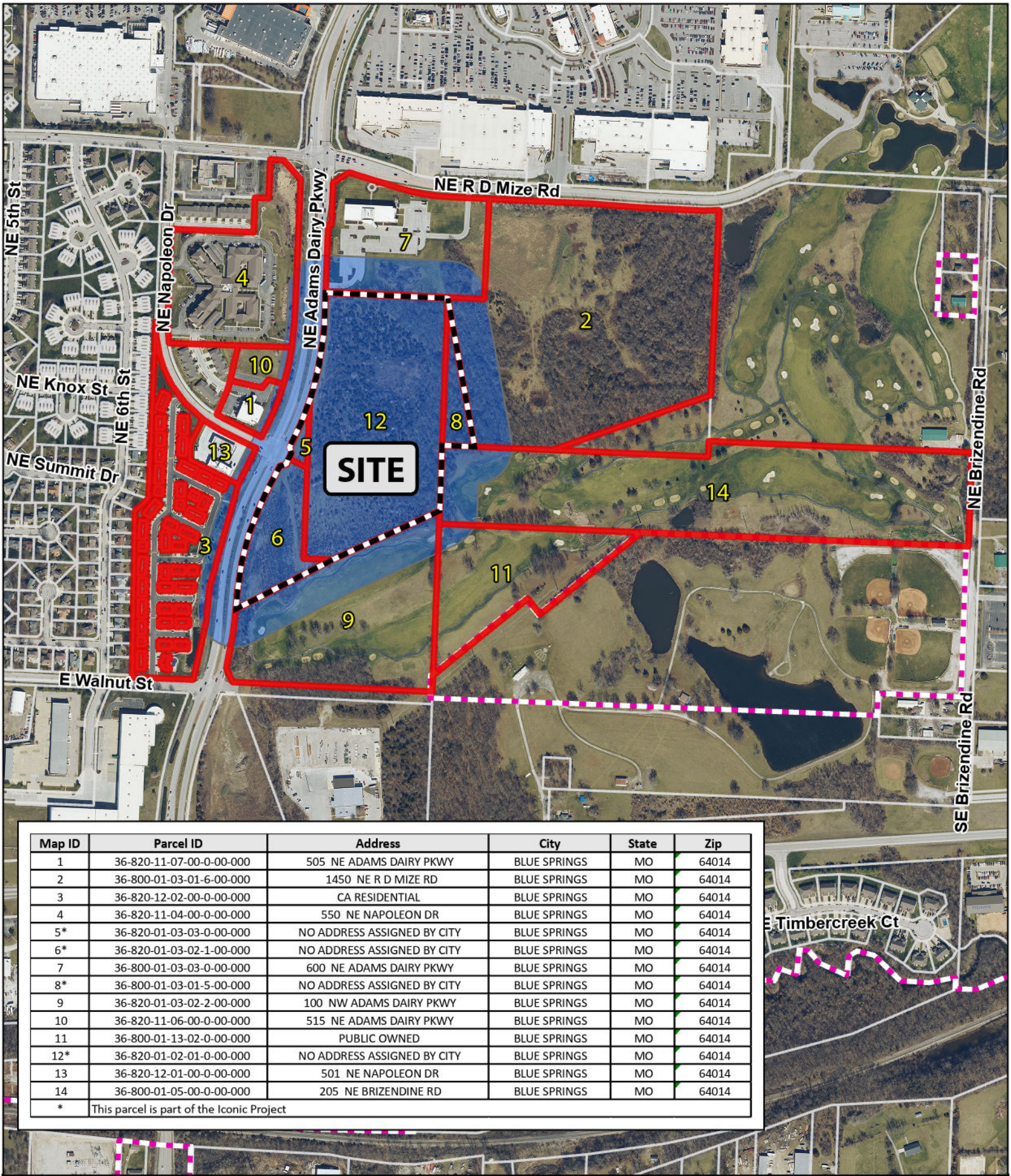
ABOVE DESCRIPTION IS CONTAINED IN THE CLTA GUARANTEE FORM NO. 28 - CONDITION OF TITLE ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NUMBER 1684085, HAVING AN EFFECTIVE DATE OF NOVEMBER 06, 2025, AS IT WAS COPIED VERBATIM FROM SAID TITLE COMMITMENT.

CITY OF BLUE SPRINGS
Planning Commission
By: Logan Day, Planner I

The City Council of the City of Blue Springs will also hold a public hearing on the above noted Rezoning | RZ-02-26-9822 and Planned Development Concept | PDC-02-26-9823 on **Monday, May 18, 2026 at 6:00 p.m.** in the Council Chambers of the Howard L. Brown Public Safety Facility to consider the application and the recommendation of the Planning Commission.

CITY OF BLUE SPRINGS
City Council

PUBLISH: Saturday, April 25, 2026
E-MAIL TO THE EXAMINER: legals@examiner.net
04/22/26



Map ID	Parcel ID	Address	City	State	Zip
1	36-820-11-07-00-0-00-000	505 NE ADAMS DAIRY PKWY	BLUE SPRINGS	MO	64014
2	36-800-01-03-01-6-00-000	1450 NE R D MIZE RD	BLUE SPRINGS	MO	64014
3	36-820-12-02-00-0-00-000	CA RESIDENTIAL	BLUE SPRINGS	MO	64014
4	36-820-11-04-00-0-00-000	550 NE NAPOLEON DR	BLUE SPRINGS	MO	64014
5*	36-820-01-03-03-0-00-000	NO ADDRESS ASSIGNED BY CITY	BLUE SPRINGS	MO	64014
6*	36-820-01-03-02-1-00-000	NO ADDRESS ASSIGNED BY CITY	BLUE SPRINGS	MO	64014
7	36-800-01-03-03-0-00-000	600 NE ADAMS DAIRY PKWY	BLUE SPRINGS	MO	64014
8*	36-800-01-03-01-5-00-000	NO ADDRESS ASSIGNED BY CITY	BLUE SPRINGS	MO	64014
9	36-820-01-03-02-2-00-000	100 NW ADAMS DAIRY PKWY	BLUE SPRINGS	MO	64014
10	36-820-11-06-00-0-00-000	515 NE ADAMS DAIRY PKWY	BLUE SPRINGS	MO	64014
11	36-800-01-13-02-0-00-000	PUBLIC OWNED	BLUE SPRINGS	MO	64014
12*	36-820-01-02-01-0-00-000	NO ADDRESS ASSIGNED BY CITY	BLUE SPRINGS	MO	64014
13	36-820-12-01-00-0-00-000	501 NE NAPOLEON DR	BLUE SPRINGS	MO	64014
14	36-800-01-05-00-0-00-000	205 NE BRIZENDINE RD	BLUE SPRINGS	MO	64014
*	This parcel is part of the Iconic Project				

BLUE SPRINGS
MISSOURI

RZ-02-26-9822 / PDC-02-26-9823 / PP-02-26-9824
ICONIC BLUE SPRINGS
185' NOTIFICATION MAP

N

1" = 500'

Date: 03/06/26

BLUE SPRINGS
MISSOURI

April 24, 2025

Ref: Public Hearing: Rezoning | RZ-02-26-9822

Planned Development Concept Plan | PDC-02-26-9823

Iconic Blue Springs

East of Adams Dairy Parkway and South of Napoleon Dr

Parcel # 36-820-01-02-01-0-00-000; 36-820-01-03-03-0-00-000;

36-820-01-03-02-1-00-000; 36-820-01-03-02-2-00-000

Dear Property Owner:

A Public Hearing will be held by the Planning Commission and the City Council of the City of Blue Springs to receive comments from interested parties and citizens relative to a request by the applicant, , Matt Tap, Griffin Riley, on behalf of the property owner, City of Blue Springs, for approval of a Planned Development Concept Plan, and Rezoning to include approximately 252 multifamily units in multiple buildings, supported by a centrally located clubhouse with shared indoor and outdoor amenities. Retail uses along Adams Dairy Parkway activate the corridor, promote walkability, and provide convenient

services for residents and the surrounding community approximately at the intersection of Napolean Drive and Adams Dairy Parkway.

You are receiving this notice because County records indicate you own property within 185 feet of the boundary of the site in question.

Interested parties may view the application materials on file by contacting the Community Development Department via email at ComDevLegal@bluespringsmo.govor at City Hall at 903 W Main Street, Blue Springs, MO.

The hearing will be held in the Council Chambers in the Howard L. Brown Public Safety Building located at 1100 SW Smith Street, Blue Springs on the following dates:

Planning Commission - Monday, May 11, 2026 @ 6:30 p.m.

&

City Council – Monday, May 18, 2026 @ 6:00 p.m.

Your attendance and comments are welcome at these meetings. Questions concerning this matter may be directed to the City Development Department at 816-228-0207.

Sincerely,

CITY OF BLUE SPRINGS

COMMUNITY DEVELOPMENT

BLUE SPRINGS
MISSOURI

CITY COUNCIL

July 6, 2026

EXHIBITS FOR PUBLIC HEARING

ADAMS DAIRY PARKWAY COMMUNITY IMPROVEMENT DISTRICT

EXHIBIT #1 City Council Information Form dated July 1, 2026 with the following attachments: Polsinelli Presentation, But-For Analysis Presentation, City Clerk Verification of Petition for Community Improvement District and Ordinance to Approve Petition and Establish District with Community Improvement District Petition attached as Exhibit A

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: July 1, 2026

ITEM TYPE: Public Hearing / Ordinance

SUBMITTED BY: Christine Cates

CONTRACT NUMBER: N/A

DEPARTMENT: Administration

STRATEGIC PLAN PRIORITY: Balanced Growth

ITEM DESCRIPTION

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

BACKGROUND

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

The purpose of the proposed District is to provide a source of revenue to reimburse Griffin Riley Property Group, LLC (the "Developer") for costs related to: (1) public right of way construction and improvements, (2) water main construction, (3) sanitary sewer construction, (4) stormwater management, (5) related engineering, architecture and dry utility construction, and (6) the legal, operating and administrative costs thereof.

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

FINANCIAL IMPACT

INFORMATION	DETAIL
Contractor:	N/A

PROJECT TIMELINE

INFORMATION	DETAIL
Estimated Start Date	2026
Estimated End Date	2053
Years and Months Contract in effect	27 years
Number of times renewable	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Polsinelli Presentation
2. But-For Analysis Presentation
3. City Clerk Verification of Petition for Community Improvement District
4. Ordinance to Approve Petition and Establish District with Community Improvement District Petition attached as Exhibit A

REVIEWED BY

Requesting Director: Christine Cates

Administration: George Schmitz

Budget: N/A

Legal: Sarah Granath, Gilmore & Bell

City Administrator: Christine Cates

Adam’s Dairy Mixed-Use Development

July 6, 2026

City Council

City of Blue Springs, Missouri

Overview

- Developer
- Project Site
- Proposed Project
- Requested Public Incentives

Developer

- Griffin Riley Property Group, LLC
  - Principal: Fred Delibero
  - Vice President: Jake Loveless
- Relevant Experience:
  - Oak Tree Commons
  - Mission Square
  - Pleasant Hill Plaza
  - The Venue
  - Residences at Echelon

Project Site
SEQ of NE Adams Dairy Parkway and NE R D Mize Rd.



Proposed Project



Proposed Public Incentives

- Chapter 100 (fixed PILOTs) – Multifamily
  - Property Tax Abatement*
    - Years 1-5: 95% abatement**
    - Years 6-10: 90% abatement**
    - Years 11-20: 80% abatement**
    - Years 21-25: 75% abatement**
  - Sales Tax Exemption on Construction Materials
- Community Improvement District (CID)
  - 1% add-on sales tax on retail space and adjacent public right of way
  - No special assessments
  - 27-year term

*Estimated effective abatement.

**Central Jackson Fire District will not fully participate in the property tax abatement and will receive 75% of the taxes it otherwise would have received.



But-For Analysis

Adams Dairy Parkway

Prepared for the City of Blue Springs, MO

July 6th, 2026

bakertilly

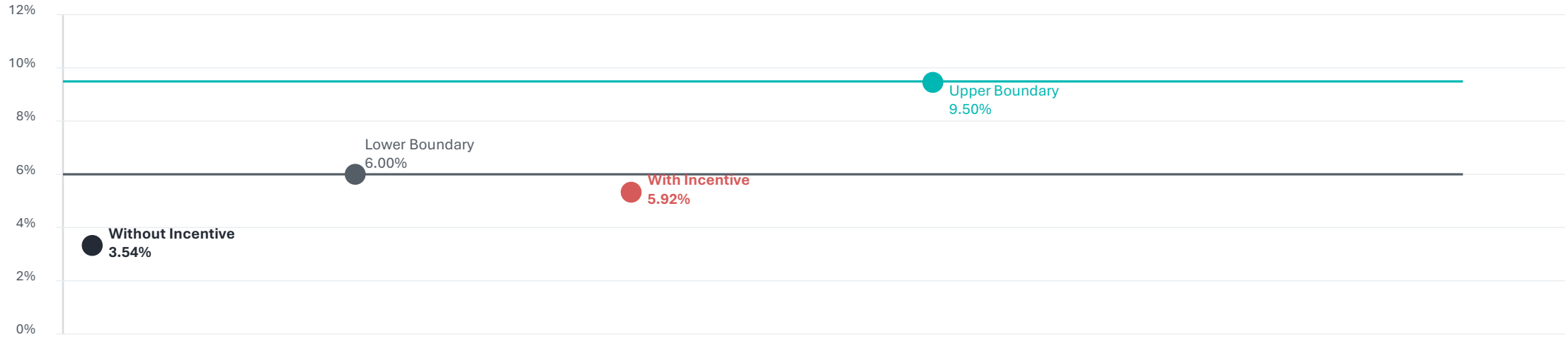
Requested assistance closes the feasibility gap.

The forecasted unlevered IRR without assistance is below the benchmark return range. BTMA's analysis indicates the project is unlikely to proceed in the current marketplace without the requested incentive.

3.54%
Forecasted IRR without incentive

5.92%
Forecasted IRR with incentive

6.0–9.5%
PwC blended return benchmark



PROJECT OVERVIEW

Mixed-use development at southeast corner of NE Adams Dairy Parkway and NE R D Mize Road

331,867 SF
Total development Area

252
Multifamily units

26,000 SF
Retail space

Unit mix / monthly rents

9% studio units
55% one-bedroom units
36% two-bedroom units
Average rent of ~$1,532 per month

Delivery schedule

24–36-month construction; leasing of multi-family units in 2029 and commercial leasing late 2029; full stabilization in 2030

Land / site

Approx. 23.28 acres; includes uncovered parking, detached garages, tuck-under garages, and ground-floor retail.



But-for analysis framework

Purpose and Scope

PURPOSE

Assess whether the requested public participation supports project feasibility based on forecasted return relative to market expectations.

SCOPE

- Review Applicant pro formas and materials
- Evaluate costs, revenues, expenses, financing, and exit assumptions
- Estimate return with and without the requested incentive
- Compare returns to market ranges or proxy references

NOT IN SCOPE

- *Not a market feasibility opinion*
- *Not a guarantee that projected rents, expenses, financing terms, or exit values will be achieved*
- *Not an independent appraisal or construction estimate*

FINANCIAL INTEREST

BTMA has no financial interest in the project and is compensated through a fee agreement with the City of Blue Springs

Analysis Approach

1

Evaluate project costs

Review development costs using Applicant materials and benchmark context where available.

2

Evaluate operating assumptions

Review projected revenues, expenses, vacancy, growth, and operating performance by component.

3

Evaluate sale assumptions

Apply terminal capitalization rates and sale costs to estimate residual value.

4

Calculate return

Estimate levered and unlevered IRR with and without the requested incentive.

5

Compare to market expectations

Compare Housing to PwC National range for project elements.

Requested incentive package

$20.5M

Total gross incentive value

$9.8M

Net present value @ 7.5%

Incentive	Gross	NPV
STECM	$1,207,200	$1,207,200
Property Tax Abatement*	$15,284,316	$7,024,637
CID Sales Tax	$4,015,297	$1,542,136
Total	**$20,506,813**	**$9,773,973**

Incentive Structure

Fixed per-door PILOT schedule, escalating in 5-year intervals for the 25-year life of the Chapter 100 abatement period; Sales Tax exemption on construction Materials (STECM); and 27-year, 1% CID Sales Tax on the retail portion of the development.

Sources



- Debt: $45.4M (62.3%)
- Equity: $26.3M (36.0%)
- STECM: $1.2M (1.7%)

Uses



- Construction: $57.1M (78.4%)
- Land Acquisition: $1.6M (2.2%)
- Site + Public Improvements: $5.6M (7.7%)
- Soft + Financing / Misc.: $8.5M (11.7%)

PROJECT COST OVERVIEW

Multi-family construction cost comparison

Measure	Value	Gap vs. applicant
Applicant assumption	**142 PSF**	—
RSMeans Q1 2026	**152 PSF**	**+10 PSF**
High estimate range	**164 PSF**	**+22 PSF**

Retail construction cost comparison

Measure	Value	Gap vs. applicant
Applicant assumption	**376 PSF**	—
RSMeans Q1 2026	**123 PSF**	**-253 PSF**
High estimate range	**172 PSF**	**-204 PSF**

Summary: benchmarking supports most costs; construction costs appear to be major driver of gap.

Building Cost Overview

Construction pricing aligns with third-party benchmarks, so cost assumptions do not appear to overstate need.

BTMA Opinion

Due to the mixed-use nature of the project, construction cost estimates can be difficult to compare directly. When both components are combined, the PSF cost is $159. Using a blended average of the share of each component to the project's costs the PSF cost estimate is $182. Due to the outsized cost of the multi-family compared to the retail component, the Applicant's construction cost estimates are reasonable when compared to the RSMeans estimate and are inline with other mixed-use developments.

Acquisition Costs

Acquisition cost of $1.8 million or $2.15 PSF due to the City owning the land and holding the executed land contract for purchase, this is considered reasonable.

OPERATING ASSUMPTIONS

BTMA maintained most operating assumptions, with a revision to retail lease revenue to reflect the current listing price.

Multifamily rents

Weighted average rent is approx. $1,532. Proposed rents are comparable to available market data for the 4- & 5-star market.

Vacancy / lease-up

Applicant assumed 5.28% stabilized vacancy. The broader market is at 10.5% vacancy while 4- & 5-star market is slightly lower at 8.2% vacancy.

Retail revenue

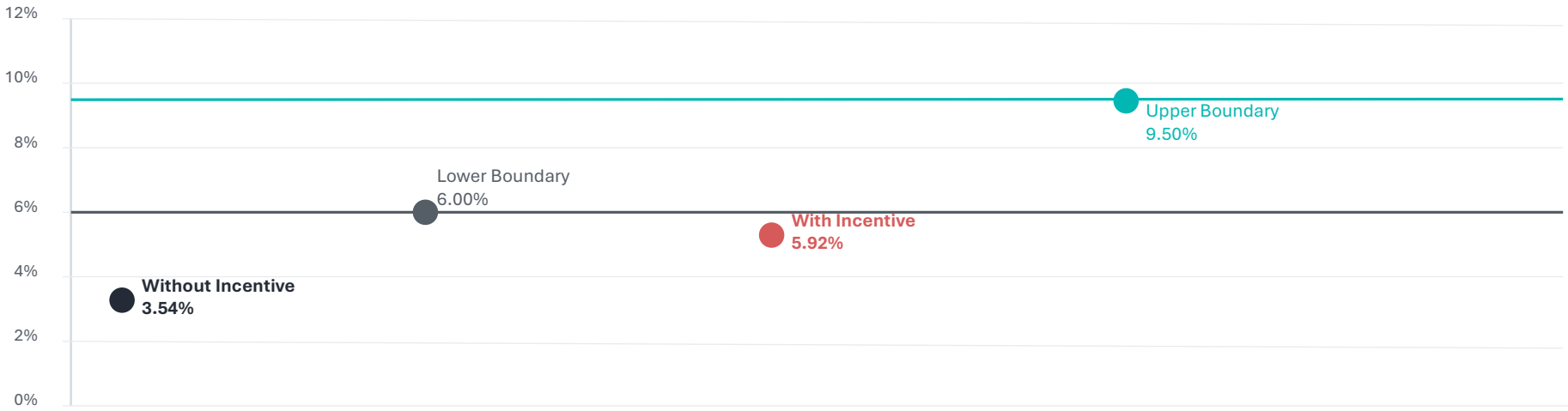
Initial retail lease rate is $35 PSF. Proposed retail lease rate is higher than the available market data, which is sitting at $17.95 for 2026.

Metric	Applicant assumption
Weighted Average Rent	252 units at $1,532 / month
Rent Per Square Foot	$11.73 PSF
Addtl. Mutli-family Rev.	$500,000 per year
Vacancy	5.28% stabilized vacancy
Retail lease rate	Assumed $35 PSF
Expense ratio	Approx. 39% of EGI (~$7,595 per unit before incentives)



The with-incentive scenario moves the project closer to the benchmark range; the no-incentive scenario remains well below market expectations.

If Project costs reduced by 15%, or almost $11 million, the Project's no-incentive scenario would see a 5.69% return while the incentive-supported return would be 8.26%



Interpretation

Without the requested incentive, the forecasted return is 2.46%, below the 6.00%-9.50% blended PwC benchmark range.

With incentive

The incentive-supported return is 5.92%, closer to the benchmark range but still short of current investor expectations.

Benchmarking

BTMA used an unlevered return range based on the national apartment market PwC survey data.

BTMA determined that the proposed project would not likely be pursued in the current market without the requested incentive.

Primary constraint

Elevated cost of construction and capital. Along with thin marginal revenues of multifamily and retail lease rates in the Jackson County market.

Market context

Jackson County apartment market softened in 2025 and 2026; market rent growth is around 1% while historically rent growth is nearly double.

Valuation sensitivity

Final capitalization rate is a key variable; market data shows cap rates as high as 8.2% while to be conservative the model used a blended average of 6.87%

CONCLUSION

The incentive appears necessary to support the project as proposed under current market conditions, even under the most ideal conditions the project would likely not be feasible

Analysis is not a project feasibility opinion; conclusions rely on applicant projections and market benchmarks reviewed by BTMA.

Connect with us:



Ben Hart
Managing Director
Baker Tilly Municipal Advisors
ben.hart@bakertilly.com
+1 (816) 333-7093



Kolbe Krzyzanowski
Senior Manager
Baker Tilly Municipal Advisors
kolbe.krzyzanowski@bakertilly.com
+1 (816) 333 6899

bakertilly.com/MunicipalAdvisory

This information should not be construed as a recommendation or an offer of services. The commentaries provided are opinions of Baker Tilly Municipal Advisors, LLC and are for informational purposes only. While the information is deemed reliable, Baker Tilly Municipal Advisors, LLC cannot guarantee its accuracy, completeness, or suitability for any purpose and makes no warranties with regard to the results to be obtained from its use, or whether any expressed course of events will actually occur. Past performance does not guarantee future results.

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and controlled subsidiary of Baker Tilly Advisory Group, LLP, a tax and advisory firm. Baker Tilly Advisory Group, LP, trading as Baker Tilly, is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. © 2024 Baker Tilly Advisory Group, LP

bakertilly
MUNICIPAL ADVISORS

City Clerk Verification of Petition to Establish
the Adams Dairy Parkway Community Improvement District

Pursuant to Sections 67.1401 to 67.1571 of the Revised Statues of Missouri which is the Missouri Community Improvement District Act (the "**CID Act**"), I, Erin Ford, City Clerk for the City of Blue Springs, state the following:

1. The Petition to Establish the Adams Dairy Parkway Community Improvement District (the "**Petition**") was filed with the City Clerk on June 18, 2026.

2. I have reviewed the Petition and determined as of this date, which does not exceed 90 days after receipt of the Petition, that the Petition substantially complies with the requirements set forth in Section 67.1421.2 of the CID Act.

3. On or about July 2, 2026, the Petition will be delivered to the City Council in the meeting packets for the City Council meeting on July 6, 2026.

(SEAL)

Dated June 24, 2026

Erin Ford
City Clerk
City of Blue Springs, Missouri

BLUE SPRINGS
MISSOURI

CITY COUNCIL

July 6, 2026

EXHIBITS FOR PUBLIC HEARING

ADAMS DAIRY PARKWAY BONDS AND PLAN

EXHIBIT #1 City Council Information Form dated July 1, 2026 with the following attachments: Trust Indenture, Lease Agreement, Bond Purchase Agreement, Ordinance to Approve Plan, Issuance of Bonds and Approve Bond Documents with Plan & CBA – As Mailed attached as Exhibit A

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: July 1, 2026

ITEM TYPE: Public Hearing / Ordinance

SUBMITTED BY: Christine Cates

CONTRACT NUMBER: N/A

DEPARTMENT: Administration

STRATEGIC PLAN PRIORITY: Balanced Growth

ITEM DESCRIPTION

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

BACKGROUND

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

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

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

The Plan contemplates the construction of approximately 252 residential units across 5 buildings on approximately 19.57 acres of land to be located north of U.S. Highway 40, east of Adams Dairy Parkway, and south of R.D. Mize Road (the "Project") in the City. The Project is expected to cost approximately $66,500,000 with construction expected to begin in 2026.

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

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

This project is referred to by several names in the planning and incentive landscape, including: Adams Dairy Parkway Mixed-Use Project, Adams Dairy Parkway Apartment Project, Adams Dairy Parkway Project, and Iconic Blue Springs.

FINANCIAL IMPACT

INFORMATION	DETAIL
Contractor:	N/A

PROJECT TIMELINE

INFORMATION	DETAIL
Estimated Start Date	2026
Estimated End Date	2053
Years and Months Contract in effect	27 years
Number of times renewable	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Trust Indenture
2. Lease Agreement
3. Bond Purchase Agreement
4. Ordinance to Approve Plan, Issuance of Bonds and Approve Bond Documents with Plan & CBA – As Mailed attached as Exhibit A

REVIEWED BY

Requesting Director: Christine Cates

Administration: George Schmitz

Budget: N/A

Legal: Sarah Granath, Gilmore & Bell

City Administrator: Christine Cates

CITY OF BLUE SPRINGS, MISSOURI,
the City

AND

UMB BANK, N.A.,
as Trustee

TRUST INDENTURE

Dated as of [AS OF DATE], 2026

Relating to:

$66,500,000
(Aggregate Maximum Principal Amount)
City of Blue Springs, Missouri
Taxable Industrial Development Revenue Bonds
(Adams Dairy Parkway Apartment Project)
Series 2026

TRUST INDENTURE

TABLE OF CONTENTS

Page

Parties 1
Recitals 1
Granting Clauses 3

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms 5
Section 102. Rules of Interpretation 13

ARTICLE II

THE BONDS

Section 201. Title and Amount of Bonds 14
Section 202. Nature of Obligation 14
Section 203. Denomination, Number and Dating of the Bonds 15
Section 204. Method and Place of Payment of Bonds 15
Section 205. Execution and Authentication of Bonds 17
Section 206. Registration, Transfer and Exchange of Bonds 18
Section 207. Persons Deemed Owners of Bonds 19
Section 208. Authorization of the Bonds 20
Section 209. Mutilated, Lost, Stolen or Destroyed Bonds 23
Section 210. Cancellation and Destruction of Bonds Upon Payment 24

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds 25
Section 302. Effect of Call for Redemption 26
Section 303. Notice of Redemption 26

ARTICLE IV

FORM OF BONDS

Section 401. Form Generally....27

ARTICLE V

CUSTODY AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Funds....27
Section 502. Deposits into the Project Fund....28
Section 503. Disbursements from the Project Fund....28
Section 504. Completion of the Project....29
Section 505. Deposits into and Disbursements from the Costs of Issuance Fund....29
Section 506. Disposition Upon Acceleration....30

ARTICLE VI

REVENUES AND FUNDS

Section 601. Deposits Into the Bond Fund....31
Section 602. Application of Moneys in the Bond Fund....32
Section 603. Payments Due on Days Other than Business Days....33
Section 604. Nonpresentment of Bonds....33
Section 605. Repayment to the Company from the Bond Fund....34

ARTICLE VII

SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 701. Moneys to be Held in Trust....34
Section 702. Investment of Moneys in Project Fund and Bond Fund....35
Section 703. Record Keeping....36

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

Section 801. Payment of Principal and Interest....36
Section 802. Authority to Execute Indenture and Issue Bonds....36
Section 803. Performance of Covenants....37
Section 804. Instruments of Further Assurance....37
Section 805. Recordings and Filings....37

Section 806. Inspection of Project Books 38
Section 807. Enforcement of Rights Under the Lease 38

ARTICLE IX

DEFAULT AND REMEDIES

Section 901 Events of Default; Notice; Opportunity to Cure 39
Section 902. Acceleration of Maturity in Event of Default; Rescission 40
Section 903. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession 41
Section 904. Appointment of Receivers in Event of Default 42
Section 905. Exercise of Remedies by the Trustee 42
Section 906. Limitation on Exercise of Remedies by Owners 43
Section 907. Right of Owners to Direct Proceedings 44
Section 908. Application of Moneys in Event of Default 45
Section 909. Remedies Cumulative 47
Section 910. Waivers of Events of Default 48

ARTICLE X

THE TRUSTEE

Section 1001. Acceptance of the Trusts 49
Section 1002. Fees, Charges and Expenses of the Trustee 54
Section 1003. Notice to Owners if Default Occurs 55
Section 1004. Intervention by the Trustee 55
Section 1005. Successor Trustee Upon Merger, Consolidation or Sale 56
Section 1006. Resignation of Trustee 56
Section 1007. Removal of Trustee 56
Section 1008. Appointment of Successor Trustee 57
Section 1009. Vesting of Trusts in Successor Trustee 58
Section 1010. Right of Trustee to Pay Taxes and Other Charges 58
Section 1011. Trust Estate May be Vested in Co-Trustee 59
Section 1012. Accounting 60
Section 1013. Performance of Duties Under the Lease 61

ARTICLE XI

SUPPLEMENTAL INDENTURES

Section 1101. Supplemental Indentures Not Requiring Consent of Owners 61

Section 1102. Supplemental Indentures Requiring Consent of Owners 62
Section 1103. Company's Consent to Supplemental Indentures 63
Section 1104. Opinion of Counsel 63

ARTICLE XII

SUPPLEMENTAL LEASES

Section 1201. Supplemental Leases Not Requiring Consent of Owners 64
Section 1202. Supplemental Leases Requiring Consent of Owners 64
Section 1203. Opinion of Counsel 65

ARTICLE XIII

SATISFACTION AND DISCHARGE OF INDENTURE

Section 1301. Satisfaction and Discharge of this Indenture 65
Section 1302. Bonds Deemed to be Paid 66

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401. Consents and Other Instruments by Owners 68
Section 1402. Limitation of Rights Under this Indenture 69
Section 1403. Notices 69
Section 1404. Severability 71
Section 1405. Execution in Counterparts 72
Section 1406. Governing Law 72
Section 1407. Electronic Storage 72
Section 1408. Electronic Notice to Trustee 72

Signatures and Seals S-1

Exhibit A – Project Site
Exhibit B – Project Improvements
Exhibit C – Form of Bonds
Exhibit D – Form of Representation Letter

TRUST INDENTURE

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

RECITALS:

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

2. Pursuant to the Act, the City Council passed an ordinance (the "Ordinance") on July 6, 2026, authorizing the City to issue its Taxable Industrial Development Revenue Bonds (Adams Dairy Parkway Apartment Project), Series 2026, in the maximum principal amount of $66,500,000 (the "Bonds"), for the purpose of acquiring and improving certain real property in the City (the "Project Site," as more fully described on **Exhibit A** hereto), including the construction and improvement of a

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

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

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

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

NOW, THEREFORE, THIS TRUST INDENTURE WITNESSETH:

GRANTING CLAUSES

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

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

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

(c) All moneys and securities from time to time held by or now or hereafter required to be paid to the Trustee under the terms of this Indenture, and any and all other real or personal property of every kind and nature from

time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security hereunder by the City or by anyone in its behalf, or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

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

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

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

THIS INDENTURE FURTHER WITNESSETH, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and

secured hereunder are to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the City does hereby agree and covenant with the Trustee and with the respective Owners from time to time, as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined in **Section 1.1** of the Lease, which definitions shall be deemed to be incorporated herein, and terms defined elsewhere in this Indenture, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

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

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

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

alternates each of whom shall be entitled to perform all duties of the Authorized City Representative.

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

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

"Bond" or **"Bonds"** means the Taxable Industrial Development Revenue Bonds (Adams Dairy Parkway Apartment Project), Series 2026, in the maximum aggregate principal amount of $66,500,000, issued, authenticated and delivered under and pursuant to this Indenture.

"Bond Fund" means the "City of Blue Springs, Missouri, Bond Fund – Adams Dairy Parkway Apartment Project" created in **Section 501** of this Indenture.

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

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

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

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

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

"Company" means Griffin Riley Property Group, LLC, a Missouri limited liability company, and its successors or assigns.

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

"Costs of Issuance Fund" means the "City of Blue Springs, Missouri, Costs of Issuance Fund – Adams Dairy Parkway Apartment Project" created in **Section 501** hereof.

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

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

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

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

"Investment Securities" means any of the following securities:

(a) Government Securities;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Project Fund" means the "City of Blue Springs, Missouri, Project Fund – Adams Dairy Parkway Apartment Project" created in **Section 501** hereof.

"Project Improvements" means all buildings, structures, improvements and fixtures to be purchased, constructed, installed and otherwise improved on the Project Site pursuant to **Article IV** of the Lease and paid for in whole or in part from the

proceeds of Bonds, as described in **Exhibit B** attached hereto, as the same may be adjusted in accordance with the Lease.

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

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

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

"State" means the State of Missouri.

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

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

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

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

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

Section 102. Rules of Interpretation.

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

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

(c) All references in this instrument to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections

and subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision.

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

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

ARTICLE II

THE BONDS

Section 201. Title and Amount of Bonds. No Bonds may be issued under this Indenture except in accordance with the provisions of this Article. The Bonds authorized to be issued under this Indenture shall be designated as "City of Blue Springs, Missouri, Taxable Industrial Development Revenue Bonds (Adams Dairy Parkway Apartment Project), Series 2026." The maximum total principal amount of Bonds that may be issued hereunder is hereby expressly limited to $66,500,000.

Section 202. Nature of Obligation. The Bonds and the interest thereon shall be special obligations of the City payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease (with the exception of the Unassigned Rights, which are not pledged to the repayment of the Bonds), and not from any other fund or source of the City. The Bonds are secured by a pledge and assignment of the Trust Estate to the Trustee in favor of the Owners, as provided in this Indenture. The Bonds and the interest thereon shall not constitute general obligations

of the City, the State or any political subdivision thereof, and neither the City, the State or related political subdivision thereof shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional, charter or statutory debt limitation or restriction, and are not payable in any manner by taxation.

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

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

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

Section 204. Method and Place of Payment of Bonds.

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

(b) Payment of the principal of the Bonds shall be made upon the presentation and surrender of such Bonds at the payment office of any Paying Agent named in the Bonds. The payment of principal on the Bonds shall be noted on the Bonds on **Schedule I** thereto and the registration books maintained by the Trustee pursuant to **Section 206** hereof. Payment of the interest on the Bonds shall be made by the Trustee on each Payment Date to the Person appearing on the registration books of

the Trustee hereinafter provided for as the Owner thereof on the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Payment Date by check or draft mailed to such Owner at such Owner's address as it appears on such registration books.

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

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

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

the Lease in an amount equal to the remaining principal on the Bond so tendered for cancellation plus accrued interest thereon.

Section 205. Execution and Authentication of Bonds.

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

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

Section 206. Registration, Transfer and Exchange of Bonds.

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

(b) The Bonds may be transferred only upon the books kept for the registration and transfer of Bonds upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or such Owner's attorney or legal representative in such form as shall be satisfactory to the Trustee. In connection with any such transfer of the Bonds, the City and the Trustee shall receive an executed representation letter signed by the proposed assignee in substantially the form of **Exhibit D** hereto. Upon any such transfer, the City shall execute and the Trustee shall authenticate and deliver in exchange for such Bond a new fully registered Bond or Bonds, registered in the name of the transferee, of any denomination or denominations authorized by this Indenture, in an aggregate principal amount equal to the outstanding principal amount of such Bond, of the same maturity and bearing interest at the same rate.

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

make any such exchange or transfer of Bonds during the 15 days immediately preceding a Payment Date on the Bonds or, in the case of any proposed redemption of Bonds, during the 15 days immediately preceding the selection of Bonds for such redemption or after such Bonds or any portion thereof has been selected for redemption.

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

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

Section 207. Persons Deemed Owners of Bonds. As to any Bond, the Person in whose name the same is registered as shown on the bond registration books required by **Section 206** hereof shall be deemed and regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of and interest on any such Bond shall be made only to or upon the order of the Owner thereof or a legal representative thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

Section 208. Authorization of the Bonds.

(a) The Bonds are authorized in the aggregate maximum principal amount of $66,500,000 for the purpose of providing funds to pay Project Costs and the costs of issuing the Bonds, which Bonds shall be designated "City of Blue Springs, Missouri, Taxable Industrial Development Revenue Bonds (Adams Dairy Parkway Apartment Project), Series 2026." The Bonds shall be dated as provided in **Section 203(b)** hereof, shall become due on **December 1, 2053** (subject to prior redemption as provided in **Article III** hereof) and shall bear interest as specified in **Section 208(f)** hereof, payable on the dates specified in **Section 208(f)** hereof.

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

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

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

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

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

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

(5) An opinion of counsel nationally recognized on the subject of municipal bonds to the effect that the Bonds are in proper form and have been duly authorized in accordance with the Constitution and statutes of the State of Missouri, including the Act, and constitute valid and legally binding special obligations of the City; and

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

(d) When the documents specified in subsection (c) of this Section have been filed with the Trustee, and when the Bonds have been executed and authenticated as required by this Indenture, the Purchaser shall pay the Closing Price to the Trustee, and

the Trustee shall endorse the Bonds in an amount equal to the Closing Price and then either hold the Bonds in trust or if so directed in writing deliver the Bonds to or upon the order of the Purchaser.

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

(f) The Bonds shall bear interest at the rate of 7.50% per annum on the Cumulative Outstanding Principal Amount of the Bonds. Such interest shall be payable in arrears on each December 1, commencing on December 1, 2026, and continuing thereafter until the Cumulative Outstanding Principal Amount is paid in full; provided that the aggregate maximum principal amount shall not exceed $66,500,000 and further provided that the Bonds shall be paid in full no later than **December 1, 2053**. Interest shall be calculated on the basis of a year of 360 days consisting of twelve months of 30 days each, and the payment of which will be reflected via a transaction entry on the trust records held by the Trustee and Paying Agent.

(g) The Trustee shall keep and maintain a record of the amount deposited or deemed to be deposited into the Project Fund pursuant to the terms of this Indenture as "Principal Amount Advanced" and shall enter the aggregate principal amount of the Bonds then Outstanding on its records as the "Cumulative Outstanding Principal Amount." On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the Owners, pursuant to the redemption provisions of this Indenture, the Trustee shall enter on its records the principal amount paid on the Bonds as "Principal Amount Redeemed," and shall enter the then Outstanding principal amount of the Bonds as "Cumulative Outstanding Principal Amount." The records maintained by the Trustee as to amounts deposited into the Project Fund or principal amounts paid on the Bonds shall be the official records of the Cumulative Outstanding Principal Amount for all purposes, absent manifest error, and shall be in substantially the form of the Table of Cumulative Outstanding Principal Amount as set out in the form of Bonds in **Exhibit C** hereto. If any moneys are deposited by the Trustee into the Project Fund, then the Trustee shall provide a statement of receipts and disbursements with respect thereto to the City and the Company upon written request. After the Project has been completed and the certificate of payment of all costs is filed as provided in **Section 504** hereof, the Trustee, upon written request, to the extent it has not already done so pursuant to this Section or **Section 1012** hereof, shall file a final statement of receipts and disbursements with respect thereto with the City and the Company.

Section 209. Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond becomes mutilated, or is lost, stolen or destroyed, the City shall execute and the Trustee shall authenticate and deliver a new Bond of like series, date and tenor as the Bond mutilated lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the City and the Trustee

evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to the Trustee to save each of the City and the Trustee harmless. If any such Bond has matured, instead of delivering a substitute Bond, the Trustee may pay the same without surrender thereof. Upon the issuance of any substitute Bond, the City and the Trustee may require the payment of an amount sufficient to reimburse the City and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

Section 210. Cancellation and Destruction of Bonds Upon Payment.

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

(b) All Bonds cancelled under any of the provisions of this Indenture shall be destroyed by the Trustee. The Trustee shall execute a certificate describing the Bonds so destroyed, and shall file executed counterparts of such certificate with the City and the Company.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds.

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

(b) The Bonds are subject to mandatory redemption, in whole or in part, to the extent of amounts deposited in the Bond Fund pursuant to **Sections 9.1(f)** or **9.2(c)** of the Lease, in the event of substantial damage to or destruction or condemnation of substantially all of the Project. Bonds to be redeemed pursuant to this paragraph shall be called for redemption by the Trustee on the earliest practicable date for which timely notice of redemption may be given as provided hereunder. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the

redemption date. Before giving notice of redemption to the Owners pursuant to this paragraph (b), money in an amount equal to the redemption price shall have been deposited in the Bond Fund.

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

Section 302. Effect of Call for Redemption. Before or on the date fixed for redemption, funds, Government Securities, or a combination thereof, shall be placed with the Trustee which are sufficient to pay the Bonds called for redemption and accrued interest thereon, if any, to the redemption date. Upon the happening of the above conditions and appropriate written notice having been given, the Bonds or the portions of the principal amount of Bonds thus called for redemption shall cease to bear interest on the specified redemption date, and shall no longer be entitled to the protection, benefit or security of this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture. If the Bonds are fully redeemed before maturity and an amount of money equal to the Trustee's and the Paying Agent's agreed to fees and expenses hereunder accrued and to accrue in connection with such redemption is paid or provided for, the City shall, at the Company's direction, deliver to the Company the items described in **Section 11.2** of the Lease.

Section 303. Notice of Redemption. If the Bonds are to be called for redemption as provided in **Section 301(a)** hereof, the Company shall deliver written

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

ARTICLE IV

FORM OF BONDS

Section 401. Form Generally. The Bonds and the Trustee's Certificate of Authentication to be endorsed thereon shall be issued in substantially the forms set forth in **Exhibit C** hereto. The Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any custom, usage or requirements of law with respect thereto.

ARTICLE V

CUSTODY AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Funds. There are hereby created and ordered to be established in the custody of the Trustee the following special trust funds in the name of the City:

(a) "City of Blue Springs, Missouri, Project Fund – Adams Dairy Parkway Apartment Project" (herein called the "Project Fund");

(b) "City of Blue Springs, Missouri, Costs of Issuance Fund – Adams Dairy Parkway Apartment Project" (herein called the "Costs of Issuance Fund"); and

(c) "City of Blue Springs, Missouri, Bond Fund – Adams Dairy Parkway Apartment Project" (herein called the "Bond Fund").

Section 502. Deposits into the Project Fund. The proceeds of the sale of the Bonds (whether actually paid or deemed paid under **Section 208** hereof), including Additional Payments provided for in the Bond Purchase Agreement, when received, excluding such amounts required to be paid into the Bond Fund pursuant to **Section 601** hereof, shall be deposited by the Trustee into the Project Fund. Any money received by the Trustee from any other source for the purpose of purchasing, constructing and improving the Project shall pursuant to any directions from the Person depositing such moneys also be deposited into the Project Fund.

Section 503. Disbursements from the Project Fund.

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

(b) If, pursuant to **Section 208** hereof, the Trustee is deemed to have deposited into the Project Fund the amount specified in the requisition certificates

submitted by the Company in accordance with the provisions of **Article IV** of the Lease, the Trustee shall upon endorsement of the Bonds in an equal amount be deemed to have disbursed such funds from the Project Fund to the Company (or such other purchaser designated by the Company) in satisfaction of the requisition certificate.

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

Section 504. Completion of the Project. The completion of the construction and improvement of the Project and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Trustee of the certificate required by the provisions of **Section 4.5** of the Lease. As soon as practicable after the Completion Date any balance remaining in the Project Fund shall without further authorization be transferred by the Trustee to the Bond Fund and applied as provided in **Section 4.6** of the Lease.

Section 505. Deposits into and Disbursements from the Costs of Issuance Fund. Money deposited by the Company in the Costs of Issuance Fund shall be used solely to pay costs of issuing the Bonds or refunded to the Company as hereinafter provided. The Trustee shall without further authorization disburse from the Costs of Issuance Fund, to the extent available, money sufficient to pay the amounts shown in a closing memorandum or requisition certificate provided to the Trustee on or before the

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

Section 506. Disposition Upon Acceleration. If the principal of the Bonds has become due and payable pursuant to **Section 902** hereof, upon the date of payment by the Trustee of any moneys due as provided in **Article IX** hereof, any balance remaining in the Project Fund shall without further authorization be deposited in the Bond Fund by the Trustee, with advice to the City and to the Company of such action.

ARTICLE VI

REVENUES AND FUNDS

Section 601. Deposits Into the Bond Fund.

(a) The Trustee shall deposit into the Bond Fund, as and when received, (a) all Basic Rent payable by the Company to the City specified in **Section 5.1** of the Lease; (b) any Additional Rent payable by the Company specified in **Section 5.2** of the Lease; (c) any amount in the Project Fund to be transferred to the Bond Fund pursuant to **Section 504** or **Section 506** hereof; (d) subject to the terms and conditions of the Mortgage (as such term is defined in the Lease) with respect to the use thereof, any remaining balance of any Net Proceeds (as defined in the Lease) of condemnation awards or insurance received by the Trustee pursuant to **Article IX** of the Lease; (e) the amounts to be deposited in the Bond Fund pursuant to **Sections 9.1(f)** and **9.2(c)** of the Lease; (f) all interest and other income derived from investments of Bond Fund moneys as provided in **Section 702** hereof; and (g) all other moneys received by the Trustee under and pursuant to any of the provisions of the Lease when accompanied by directions from the Person depositing such moneys that such moneys are to be paid into the Bond Fund.

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

Section 602. Application of Moneys in the Bond Fund.

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

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

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

extent said moneys are in excess of the amount required for payment of Bonds theretofore matured or called for redemption and past due interest, if any, in all cases when such Bonds have not been presented for payment.

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

Section 603. Payments Due on Days Other than Business Days. In any case where the date of maturity of principal of or interest, if any, on the Bonds or the date fixed for redemption of any Bonds is not a Business Day, then payment of principal or interest, if any, need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest, if any, shall continue to accrue for the period after such date.

Section 604. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the City to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever

nature on his part under this Indenture or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall without liability for interest thereon repay to the Company the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Company, and the Owner thereof shall be entitled to look only to the Company for payment, and then only to the extent of the amount so repaid, and the Company shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 605. Repayment to the Company from the Bond Fund. After payment in full of the principal of and interest, if any, on the Bonds (or provision has been made for the payment thereof as provided in this Indenture), and the fees, charges and expenses of the Trustee, the City and any Paying Agent and any other amounts required to be paid under this Indenture and the Lease, all amounts remaining in the Bond Fund shall be paid to the Company upon the expiration or sooner termination of the Lease.

ARTICLE VII

SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 701. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for account of the Bond Fund or the Project Fund under any provision of this Indenture, and all moneys deposited with or paid to any Paying Agent under any provision of this Indenture, shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture and the Lease, and, until used or applied as herein provided, shall constitute part of the Trust Estate and be subject to the lien hereof. Neither the Trustee nor any Paying Agent shall be

under any liability for interest on any moneys received hereunder except such as may be agreed upon in writing.

Section 702. Investment of Moneys in Project Fund and Bond Fund. Moneys held in the Project Fund and the Bond Fund shall, pursuant to written direction of the Company, signed by the Authorized Company Representative, be separately invested and reinvested by the Trustee in Investment Securities which mature or are subject to redemption by the Owner before the date such funds will be needed. If the Company fails to provide written directions concerning investment of moneys held in the Project Fund and the Bond Fund, the Trustee shall invest and re-invest in a money market fund that constitutes an Investment Security specified in paragraph (e) of the definition of Investment Securities, provided they mature or are subject to redemption before the date such funds will be needed. The Trustee is specifically authorized to implement its automated cash investment system to assure that cash on hand is invested and to charge its normal cash management fees and cash sweep account fees, which may be deducted from income earned on investments; provided that any such fees shall not exceed the interest income on the investment. Any such Investment Securities shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund in which such moneys are originally held, and the interest accruing thereon and any profit realized from such Investment Securities shall be credited to such fund, and any loss resulting from such Investment Securities shall be charged to such fund. After the Trustee has notice pursuant to **Section 1001(h)** hereof of the existence of an Event of Default, the Trustee shall direct the investment of moneys in the Bond Fund and the Project Fund. The Trustee shall sell and reduce to cash a sufficient amount of such Investment Securities whenever the cash balance in any Fund is insufficient for the purposes of such Fund. In determining the balance in any Fund, investments in such Fund shall be valued at the lower of their original cost or their fair market value as of the

most recent Payment Date. The Trustee may make any and all investments permitted by the provisions of this Section through its own bond department or any affiliate or short-term investment department. The Trustee may rely on the investment directions of the Authorized Company Representative as to both the suitability and legality of the directed investments.

Section 703. Record Keeping. The Trustee shall maintain records designed to show compliance with the provisions of this Article and with the provisions of **Article VI** hereof for at least six years after the payment of all of the Outstanding Bonds.

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

Section 801. Payment of Principal and Interest. The City covenants and agrees that it will, but solely from the rents, revenues and receipts derived from the Project and the Lease as described herein (but not including its Unassigned Rights), deposit or cause to be deposited in the Bond Fund sufficient sums payable under the Lease promptly to meet and pay the principal of and the interest on the Bonds as they become due and payable at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof. Nothing herein shall be construed as requiring the City to operate the Project as a business other than as lessor or to use any funds or revenues from any source other than funds and revenues derived from the Project.

Section 802. Authority to Execute Indenture and Issue Bonds. The City covenants that it is duly authorized under the Constitution and laws of the State to execute this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution

and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken; that the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the City according to the import thereof.

Section 803. Performance of Covenants. The City covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all proceedings of its governing body pertaining thereto. The Trustee may take such action as it deems appropriate to enforce all such covenants, undertakings, stipulations and provisions of the City hereunder.

Section 804. Instruments of Further Assurance. The City covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such Supplemental Indentures and such further acts, instruments, financing statements and other documents as the Trustee may reasonably require for the better pledging and assigning unto the Trustee the property and revenues herein described to the payment of the principal of and interest, if any, on the Bonds. The City covenants and agrees that, except as herein and in the Lease provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Project or the rents, revenues and receipts derived therefrom or from the Lease, or of its rights under the Lease.

Section 805. Recordings and Filings. The City shall file or cause to be kept and filed all financing statements, and hereby authorizes the Trustee to file or cause to be kept and filed continuation statements with respect to such originally filed financing statements related to this Indenture in order to fully preserve and protect the security of the Owners and the rights of the Trustee hereunder provided a copy of the originally

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

Section 806. Inspection of Project Books. The City covenants and agrees that all books and documents in its possession relating to the Project and the rents, revenues and receipts derived from the Project shall at all times be open to inspection by such accountants or other agencies as the Trustee may from time to time designate.

Section 807. Enforcement of Rights Under the Lease. The City covenants and agrees that it will enforce all of its rights and all of the obligations of the Company (at the expense of the Company) under the Lease to the extent necessary to preserve the Project in good repair and reasonably safe operating condition, and to protect the rights of the Trustee and the Owners hereunder with respect to the pledge and assignment of the rents, revenues and receipts coming due under the Lease; provided that, the City and the Trustee, as its assignee, shall refrain from enforcing any such right or obligation (except for the Unassigned Rights or any other rights of the City or the Trustee to receive payments owing to either of them for their own account under the Indenture, the Lease or any other agreement related to the Bonds or for their rights of indemnification or to be protected from liabilities by insurance policies required by the Lease) if so directed in writing by the Owners of 100% of the Outstanding Bonds. The City agrees that the Trustee, as assignee of the rentals and other amounts to be received by the City and paid by the Company under the Lease, or in its name or in the name of

the City, may enforce all rights of the City to receive such rentals and other amounts and all obligations of the Company to pay such rentals and other amounts under and pursuant to the Lease for and on behalf of the Owners, whether or not the City is in default hereunder.

ARTICLE IX

DEFAULT AND REMEDIES

Section 901. Events of Default; Notice; Opportunity to Cure. If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

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

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

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

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

No default specified above shall constitute an Event of Default until the City, the Trustee or the Owners of 25% in aggregate principal amount of all Bonds Outstanding has given actual notice of such default by registered or certified mail to the Company, and the Company has had 30 days after receipt of such notice to correct said default or cause said default to be corrected and has not corrected said default or caused said default to be corrected within such period; provided, however, if any such default (other than a default in the payment of any money) is such that it cannot be corrected within such period, it shall not constitute an Event of Default if corrective action is instituted by the Company or the City (as the case may be) within such period and diligently pursued until the default is corrected.

Section 902. Acceleration of Maturity in Event of Default; Rescission. If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, the Trustee may, and upon the written request of the Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding, shall, by notice in writing delivered to the City and the Company, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable. At any time after such a declaration of acceleration has been made, but before any judgment or decree for payment of money due on any Bonds has been obtained by the Trustee as provided in this Article, the owners of a majority in principal amount of the Bonds Outstanding may, by written notice to the Company and Trustee but with the written consent of the City, rescind and annul such declaration and its consequences if: (a) there is deposited with the Trustee a sum sufficient to pay: (1) all overdue installments of interest on all Bonds; (2) the principal of (and premium, if any, on) any Bonds which have become due otherwise than by such declaration of

acceleration and interest thereon at the rate or rates prescribed therefor in such Bonds; and (3) all sums paid or advanced by the Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel; and (b) all events of default, other than the non-payment of the principal of Bonds which have become due solely by such declaration of acceleration, have been cured or have been waived as provided in **Section 910** of this Indenture.

Section 903. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession. If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** hereof elapses, the City, upon demand of the Trustee, shall forthwith surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers and accounts of the City pertaining thereto, and including the rights and the position of the City under the Lease, and to hold, operate and manage the same, and from time to time make all needful repairs and improvements. The Trustee may lease the Project or any part thereof, in the name and for account of the City, and collect, receive and sequester the rents, revenues and receipts therefrom, and out of the same and any moneys received from any receiver of any part thereof pay, and set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including without limitation (a) reasonable compensation to the Trustee, its agents and counsel, (b) any reasonable charges of the Trustee hereunder, (c) any taxes and assessments and other charges having a lien that is senior to the lien of this Indenture, (d) all expenses of such repairs and improvements and (e) any amounts payable under the Lease to the City for its own account. The Trustee shall apply the remainder of the moneys so received in accordance with the provisions of **Section 908** hereof. Whenever all that is due upon the Bonds has been paid and all defaults cured, the Trustee shall surrender possession

of the Trust Estate to the City, its successors or assigns, the same right of entry, however, to exist upon any subsequent Event of Default. While in possession of such property, the Trustee shall render annually to the City and the Company a summarized statement of receipts and expenditures in connection therewith.

Section 904. Appointment of Receivers in Event of Default. If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate or any part thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 905. Exercise of Remedies by the Trustee.

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

(b) If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, and if requested to do so by (1) the City (in the case of an Event of Default pursuant to any subsection of **Section 12.1** of the Lease other than **Section 12.1(a)**), or (2) the Owners of 25% in aggregate principal

amount of Bonds then Outstanding, and if indemnified as provided in subsection (l) of **Section 1001** hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, shall deem most expedient and in the interests of the City or the Owners, as the case may be.

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

Section 906. Limitation on Exercise of Remedies by Owners. No Owner shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless (a) a default has occurred of which the Trustee has been notified as provided in **Section 1001(h)** hereof or of which by said subsection the Trustee is deemed to have notice, (b) such default has become an Event of Default, (c) the Owners of 25% in aggregate principal amount of Bonds then Outstanding have made written request to the Trustee, have offered it reasonable opportunity either to proceed for such reasonable period not to exceed 60 days following such notice and to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and have offered to the Trustee indemnity as provided in **Section 1001(l)** hereof, and (d) the Trustee thereafter fails or refuses to exercise the powers herein granted or to institute such action, suit or

proceeding in its own name; such notification, request and offer of indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more Owners shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Bonds then Outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Owner to payment of the principal of and interest on any Bond at and after the maturity thereof or the obligation of the City to pay the principal of and interest on each of the Bonds issued hereunder to the respective Owners thereof at the time, place, from the source and in the manner herein and in the Bonds expressed.

Section 907. Right of Owners to Direct Proceedings.

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

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

Section 908. Application of Moneys in Event of Default.

(a) All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment *first* of the cost and expenses of the proceedings resulting in the collection of such moneys and of the fees, expenses, liabilities and advances incurred or made by the Trustee (including any attorneys fees and expenses) and amounts to be paid pursuant to **Section 903** hereof, and *second* of any obligations outstanding under the Lease, be deposited in the Bond Fund and all moneys so deposited in the Bond Fund shall be applied as follows:

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

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

SECOND -- To the payment to the Persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due and payable (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment, ratably, according to the amount of principal due on such date, to the Persons entitled thereto without any discrimination or privilege.

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

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

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

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

Section 909. Remedies Cumulative. No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Owners hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient. If the Trustee has proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry, or otherwise, and such proceedings have been discontinued or abandoned for any reason, or have been determined adversely, then and in every such case the City,

the Company, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 910. Waivers of Events of Default. The Trustee shall waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest, if any, on Bonds, and only upon the written request of the Owners of at least 50% in aggregate principal amount of all the Bonds then Outstanding, provided, however, that (1) there shall not be waived without the consent of the City an Event of Default hereunder arising from an Event of Default under any subsection of **Section 12.1** of the Lease other than **Section 12.1(a)**, and (2) there shall not be waived without the consent of the Owners of all the Bonds Outstanding (a) any Event of Default in the payment of the principal of any Outstanding Bonds when due (whether at the date of maturity or redemption specified therein), or (b) any Event of Default in the payment when due of the interest on any such Bonds, unless prior to such waiver or rescission, all arrears of interest, or all arrears of payments of principal when due, as the case may be, and all reasonable expenses of the Trustee and the City (including reasonable attorneys' fees and expenses), in connection with such default, shall have been paid or provided for. In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the City, the Company, the Trustee and the Owners shall be restored to their former positions, rights and obligations hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

ARTICLE X

THE TRUSTEE

Section 1001. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

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

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

resulting from any action or inaction by it taken or omitted to be taken in good faith in reliance upon such opinion or advice of counsel addressed to the City or the Trustee.

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

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

(e) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, affidavit, letter, telegram or

other paper or document provided for under this Indenture believed by it to be genuine and correct and to have been signed, presented or sent by the proper Person or Persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any Person who, at the time of making such request or giving such authority or consent is an Owner, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in place thereof.

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

truth of the statements and the correctness of the opinions or statements expressed therein.

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

(h) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the City to cause to be made any of the payments to the Trustee required to pay the principal of and the interest on the Bonds as the same become due and payable, unless the Trustee is specifically notified in writing of such default by the City or by the Owners of at least 25% in aggregate principal amount of all Bonds then Outstanding.

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

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

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

(l) Notwithstanding anything in the Indenture or the Lease to the contrary, before taking any action under this Indenture other than the payments from moneys on deposit in the Project Fund or the Bond Fund, as provided herein, the Trustee may require that satisfactory indemnity be furnished to it for the reimbursement of all costs and expenses to which it may be put and to protect it against all liability which it may incur in or by reason of such action, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.

(m) Notwithstanding any other provision of this Indenture to the contrary, any provision relating to the conduct of, intended to provide authority to act, right to payment of fees and expenses, protection, immunity and indemnification to the Trustee, shall be interpreted to include any action of the

Trustee, whether it is deemed to be in its capacity as Trustee, bond registrar or Paying Agent.

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

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

Section 1002. Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to payment of and/or reimbursement for reasonable fees for its ordinary services rendered hereunder and all advances, agent and counsel fees and other ordinary expenses reasonably made or incurred by the Trustee in connection with such ordinary services. If it becomes necessary for the Trustee to perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the neglect or willful misconduct of the Trustee, it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent for the Bonds.

Pursuant to the provisions of **Section 5.2** of the Lease, the Company has agreed to pay to the Trustee all reasonable fees, charges and expenses of the Trustee under this Indenture. The Trustee agrees that the City shall have no liability for any reasonable fees, charges and expenses of the Trustee, and the Trustee agrees to look only to the Company for the payment of all reasonable fees, charges and expenses of the Trustee and any Paying Agent as provided in the Lease. Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a lien with right of payment before payment on account of principal of or interest on any Bond, upon all moneys in its possession under any provisions hereof for the foregoing reasonable advances, fees, costs and expenses incurred. The Trustee's right to compensation and indemnification relating to period during which it serves as Trustee hereunder shall survive the satisfaction and discharge of this Indenture or it resignation or removal hereunder and payment in full of the Bonds.

Section 1003. Notice to Owners if Default Occurs. If a default occurs of which the Trustee is by **Section 1001(h)** hereof required to take notice or if notice of default is given as in said subsection (h) provided, then the Trustee shall give written notice thereof to the last known Owners of all Bonds then Outstanding as shown by the bond registration books required by **Section 206** hereof to be kept at the corporate trust office of the Trustee.

Section 1004. Intervention by the Trustee. In any judicial proceeding to which the City is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners, the Trustee may intervene on behalf of Owners and, subject to the provisions of **Section 1001(l)** hereof, shall do so if requested in writing by the Owners of at least 25% of the aggregate principal amount of Bonds then Outstanding.

Section 1005. Successor Trustee Upon Merger, Consolidation or Sale. With the prior written consent of the Company, any corporation or association into which the Trustee may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

Section 1006. Resignation of Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 30 days' written notice to the City, the Company and the Owners, and such resignation shall take effect at the end of such 30 days, or upon the earlier appointment of a successor Trustee by the Owners or by the City; provided, however, that in no event shall the resignation of the Trustee or any successor trustee become effective until such time as a successor trustee has been appointed and has accepted the appointment. If no successor has been appointed and accepted the appointment within 30 days after the giving of such notice of resignation, the Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee. The Trustee's rights to indemnity and to any fees, charges or other amounts due and payable to it shall survive such resignation.

Section 1007. Removal of Trustee. The Trustee may be removed at any time, with or without cause, by an instrument or concurrent instruments in writing (a) delivered to the Trustee, the City and the Company and signed by the Owners of a

majority in aggregate principal amount of Bonds then Outstanding, or (b) so long as no Event of Default under this Indenture or the Lease shall have occurred and be continuing, delivered to the Trustee, the Company and the Owners and signed by the City. The Trustee's rights to indemnity and to any fees, charges or other amounts due and payable to it shall survive such removal.

Section 1008. Appointment of Successor Trustee. If the Trustee hereunder resigns or is removed, or otherwise becomes incapable of acting hereunder, or if it is taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Trustee (a) reasonably acceptable to the City may be appointed by the Company (so long as no Event of Default has occurred and is continuing), or (b) reasonably acceptable to the City and the Company may be appointed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing; provided, nevertheless, that in case of such vacancy, the City, by an instrument executed and signed by its Mayor or City Administrator and attested by its City Clerk under its seal, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed in the manner above provided. Any such temporary Trustee so appointed by the City shall immediately and without further acts be superseded by the successor Trustee so appointed as provided above. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing and qualified to accept such trust with a corporate trust office in the State, and having, or whose obligations are guaranteed by a financial institution having, a reported capital, surplus and undivided profits of not less than $50,000,000. If no successor Trustee has been so appointed and accepted appointment in the manner herein provided, the Trustee or any Owner may petition any court of competent jurisdiction for the

appointment of a successor Trustee, until a successor shall have been appointed as above provided.

Section 1009. Vesting of Trusts in Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City and the Company an instrument in writing accepting such appointment hereunder, and thereupon such successor shall, without any further act, deed or conveyance, become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor and the duties and obligations of such predecessor hereunder shall thereafter cease and terminate; but such predecessor shall, nevertheless, on the written request of the City, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder; every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the City be required by any predecessor or successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

Section 1010. Right of Trustee to Pay Taxes and Other Charges. If any tax, assessment or governmental or other charge upon, or insurance premium with respect to, any part of the Project is not paid as required herein or in the Lease, the Trustee may pay such tax, assessment or governmental charge or insurance premium, without prejudice, however, to any rights of the Trustee or the Owners hereunder arising in consequence of such failure; any amount at any time so paid under this Section, with interest thereon from the date of payment at the rate of 10% per annum, shall become

an additional obligation secured by this Indenture, and the same shall be given a preference in payment over any payment of principal of or interest on the Bonds, and shall be paid out of the proceeds of rents, revenues and receipts collected from the Project, if not otherwise caused to be paid; but the Trustee shall be under no obligation to make any such payment unless it shall have been requested to do so by the Owners of at least 25% of the aggregate principal amount of Bonds then Outstanding and shall have been provided adequate funds for the purpose of such payment.

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

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

(b) If the Trustee appoints an additional individual or institution as a co-trustee or separate trustee (which appointment shall be subject to the approval of the Company), each and every remedy, power, right, claim, demand, cause of action, immunity, title, interest and lien expressed or intended by this Indenture to be exercised by the Trustee with respect thereto shall be exercisable by such co-trustee or separate

trustee but only to the extent necessary to enable such co-trustee or separate trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such co-trustee or separate trustee shall run to and be enforceable by either of them.

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

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

Section 1012. Accounting. The Trustee shall render an annual accounting for the period ending December 31 of each year, within 90 days following the end of such year, to the City, the Company and to any Owner requesting the same and, upon the request of the City, the Company or any Owner, a monthly accounting to any such party, showing in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and the balance in any funds or accounts created by this Indenture as of the beginning and close of such accounting period.

Section 1013. Performance of Duties Under the Lease. The Trustee hereby accepts and agrees to perform all duties and obligations assigned to it under the Lease.

ARTICLE XI

SUPPLEMENTAL INDENTURES

Section 1101. Supplemental Indentures Not Requiring Consent of Owners. The City and the Trustee may from time to time, without the consent of or notice to any of the Owners, enter into such Supplemental Indenture or Supplemental Indentures as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

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

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

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

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

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

Section 1102. Supplemental Indentures Requiring Consent of Owners.

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

(b) If at the time the City requests the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section, the Trustee shall cause notice of the proposed execution of such Supplemental Indenture to be mailed to each

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

Section 1103. Company's Consent to Supplemental Indentures. Anything herein to the contrary notwithstanding, a Supplemental Indenture under this Article that affects any rights of the Company shall not become effective unless and until the Company and the Lender shall have consented in writing to the execution and delivery of such Supplemental Indenture. The Trustee shall cause notice of the proposed execution and delivery of any Supplemental Indenture (regardless of whether it affects the Company's rights) together with a copy of the proposed Supplemental Indenture to be mailed to the Company and the Lender at least 15 days prior to the proposed date of execution and delivery of the Supplemental Indenture.

Section 1104. Opinion of Counsel. In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee and the City shall receive, and, shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that the execution of such

Supplemental Indenture is permitted by and in compliance with this Indenture and will, upon the execution and delivery thereof, be a valid and binding obligation of the City. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's rights, duties or immunities under this Indenture or otherwise.

ARTICLE XII

SUPPLEMENTAL LEASES

Section 1201. Supplemental Leases Not Requiring Consent of Owners. The City and the Trustee shall, without the consent of or notice to the Owners, consent to the execution of any Supplemental Lease or Supplemental Leases by the City and the Company as may be required (a) by the provisions of the Lease and this Indenture, (b) for the purpose of curing any ambiguity or formal defect or omission in the Lease, (c) so as to more precisely identify the Project or add additional property thereto or (d) in connection with any other change therein which, in the judgment of the Trustee, does not materially and adversely affect the Trustee or security for the Owners (provided the Trustee is entitled to receive and may conclusively rely upon an opinion of counsel in exercising such judgment).

Section 1202. Supplemental Leases Requiring Consent of Owners. Except for Supplemental Leases as provided for in **Section 1201** hereof, neither the City nor the Trustee shall consent to the execution of any Supplemental Lease or Supplemental Leases by the City or the Company without the mailing of notice and the obtaining of the written approval or consent of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding given and obtained as provided in **Section 1102** hereof. If at any time the City and the Company shall request the consent of the Trustee to any such proposed Supplemental Lease, the

Trustee shall cause notice of such proposed Supplemental Lease to be mailed in the same manner as provided in **Section 1102** hereof with respect to Supplemental Indentures. Such notice shall briefly set forth the nature of such proposed Supplemental Lease and shall state that copies of the same are on file in the corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the City following the mailing of such notice, the Owners of not less than 50% in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Lease shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

Section 1203. Opinion of Counsel. In executing or consenting to any Supplemental Lease permitted by this Article, the City and the Trustee shall receive, and shall be fully protected in relying upon, an opinion of counsel addressed to the Trustee and the City stating that the executing of such Supplemental Lease is authorized or permitted by the Lease and this Indenture and the applicable law and will upon the execution and delivery thereof be valid and binding obligations of the parties thereof.

ARTICLE XIII

SATISFACTION AND DISCHARGE OF INDENTURE

Section 1301. Satisfaction and Discharge of this Indenture.

(a) When the principal of and interest on all the Bonds have been paid in accordance with their terms or provision has been made for such payment, as provided

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

(b) The City is hereby authorized to accept a certificate by the Trustee that the whole amount of the principal and interest, if any, so due and payable upon all of the Bonds then Outstanding has been paid or such payment provided for in accordance with **Section 1302** hereof as evidence of satisfaction of this Indenture, and upon receipt thereof shall cancel and erase the inscription of this Indenture from its records.

Section 1302. Bonds Deemed to be Paid.

(a) Bonds shall be deemed to be paid within the meaning of this Article when payment of the principal of and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture, or otherwise), either (1) have been made or caused to be made in accordance with the

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

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

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

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401. Consents and Other Instruments by Owners.

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

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

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

(b) In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice,

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

Section 1402. Limitation of Rights Under this Indenture. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give any Person other than the parties hereto, and the Owners, if any, any right, remedy or claim under or in respect to this Indenture, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, the Lender and the Owners, as herein provided.

Section 1403. Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Indenture to be given or filed with the City, the Trustee, the Company, the Lender or Owners if the same is duly mailed, postage prepaid, sent by overnight delivery or other delivery service, or by email, as follows:

(a) To the City:

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

(b) To the Trustee:

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

(c) To the Company:

Griffin Riley Property Group, LLC
21 SE 29th Terrace
Lee's Summit Missouri 64082
Attention: _____

With a copy to:

Polsinelli PC
900 W. 48th Place, Suite 900
Kansas City, MO 64112

Attention: Curt Petersen

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

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

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

Section 1404. Severability. If any provision of this Indenture shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or

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

Section 1405. Execution in Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1406. Governing Law. This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1407. Electronic Storage. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1408. Electronic Notice to Trustee. The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent in writing or by electronic notice, provided, however, that such instructions or directions shall be signed by an Authorized Company Representative. If the Company elects to give the instructions by electronic notice, the Trustee may deem such instructions controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. Pursuant to the Lease, the Company agrees to assume all risks arising out of the use of such electronic notice to submit instructions and directions to the Trustee,

including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk or interception and misuse by third parties.

[remainder of page intentionally left blank]

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

CITY OF BLUE SPRINGS, MISSOURI

[SEAL]

By: _____
Name: Chris Lievsay
Title: Mayor

ATTEST:

By: _____
Name: Erin Ford
Title: City Clerk

UMB BANK, N.A.,
as Trustee

[SEAL]

By _____

Name:

Title:

ATTEST:

By _____

Name:

Title:

EXHIBIT A

PROJECT SITE

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

[**INSERT LEGAL DESCRIPTION**]

EXHIBIT B

PROJECT IMPROVEMENTS

The Project Improvements consist of the following, to the extent paid for in whole with Bond proceeds:

Approximately 252 residential units across 5 buildings. The Project will include parking lot improvements, tuck-under and covered parking spaces, a clubhouse, sport courts and a play area, an outdoor pool, and a dog park.

EXHIBIT C

FORM OF BONDS

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

No. 1 **Not to Exceed $66,500,000**

UNITED STATES OF AMERICA

STATE OF MISSOURI

CITY OF BLUE SPRINGS, MISSOURI

TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND

(ADAMS DAIRY PARKWAY APARTMENT PROJECT)

SERIES 2026

Interest Rate	**Maturity Date**	**Dated Date**
7.50%	**December 1, 2053**	**[CLOSING DATE], 2026**

OWNER: **GRIFFIN RILEY PROPERTY GROUP, LLC**

MAXIMUM PRINCIPAL AMOUNT: **SIXTY-SIX MILLION FIVE HUNDRED THOUSAND DOLLARS**

THE CITY OF BLUE SPRINGS, MISSOURI, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri (the "City"), for value received, promises to pay, but solely from the source hereinafter referred to, to the Owner named above, or registered assigns thereof, on the Maturity Date shown above, the principal amount shown above, or such lesser amount as may be outstanding hereunder as reflected on **Schedule I** hereto held by the Trustee as provided in the hereinafter referred to Indenture. The City agrees to pay such principal amount to the Owner in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and in like manner to pay to the Owner hereof, either by check or draft mailed to the Owner at a stated address as it appears on the bond registration books of the City kept by the Trustee under the within mentioned Indenture or, in certain situations authorized in the Indenture, by internal bank transfer or by wire transfer to an account in a commercial bank or savings institution located in the continental United States. Interest on the Cumulative Outstanding Principal Amount (as hereinafter defined) at the per annum Interest Rate stated above, payable in arrears on each December 1, commencing on December 1, 2026, and continuing thereafter until the earlier of the date on which said Cumulative Outstanding Principal Amount is paid in full or the Maturity Date. Interest on each advancement of the principal amount of this Bond shall accrue from the date that such advancement is made, computed on the basis of a year of 360 days consisting of 12 months of 30 days each.

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

THIS BOND is one of a duly authorized series of Bonds of the City designated "City of Blue Springs, Missouri, Taxable Industrial Development Revenue Bonds (Adams Dairy Parkway Apartment Project), Series 2026," in the maximum aggregate principal amount of $66,500,000 (the "Bonds"), to be issued for the purpose of improving certain real property located in the City (the "Project Site," as more fully described on **Exhibit A** to the Lease (defined below)), including the acquisition, construction and improvement of a commercial facility on the Project Site together with associated sitework and infrastructure. The City will lease the Project Site and the Project Improvements (collectively, the "Project") to a private sector company (the "Company"), under the terms of a Lease Agreement dated as of [AS OF DATE], 2026 (said Lease Agreement, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Lease"), between the City and the Company, all pursuant to the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution, the statutes of the State of Missouri, including particularly the Act, the charter of the City and pursuant to proceedings duly had by the Council of the City.

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

Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the

rights, duties and obligations of the City, the Trustee and the Owners, and the terms upon which the Bonds are issued and secured.

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

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

THE OWNER of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set

forth in the Indenture, the principal of all the Bonds issued under the Indenture and then Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of this Bond or the Indenture may be made only to the extent and in the circumstances permitted by the Indenture.

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

THE BONDS are issuable in the form of one fully-registered Bond in the maximum principal amount of $66,500,000.

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 or City Administrator, attested by the manual or facsimile signature of its City Clerk and its corporate seal to be affixed hereto or imprinted hereon, and has caused this Bond to be dated the date set forth above.

CERTIFICATE OF AUTHENTICATION

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

Registration Date: _____

UMB BANK, N.A.,
as Trustee

By _____
Authorized Signatory

CITY OF BLUE SPRINGS, MISSOURI

By: _____
Mayor

ATTEST: (Seal)

_____
City Clerk

SCHEDULE I

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

CITY OF BLUE SPRINGS, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND
(ADAMS DAIRY PARKWAY APARTMENT PROJECT)
SERIES 2026

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

FORM OF ASSIGNMENT

(NOTE RESTRICTIONS ON TRANSFERS)

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

_____

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

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

Dated: _____.

_____

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

PLACE SIGNATURE MEDALLION BELOW:

EXHIBIT D

FORM OF REPRESENTATION LETTER

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

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

Re: $66,500,000 Maximum Principal Amount of Taxable Industrial Development Revenue Bonds (Adams Dairy Parkway Apartment Project), Series 2026 of the City of Blue Springs, Missouri

Ladies and Gentlemen:

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

1. The Purchaser fully understands that (a) the Bonds have been issued under and pursuant to a Trust Indenture dated as of [AS OF DATE], 2026 (the "Indenture"), between the City of Blue Springs, Missouri (the "City") and UMB Bank, N.A., Kansas City, Missouri, as trustee (the "Trustee"), and (b) the Bonds are payable solely out of certain

rents, revenues and receipts to be derived from the leasing or sale of the Project (as defined in the Indenture) to Griffin Riley Property Group, LLC, a Missouri limited liability company (the "Company"), under a Lease Agreement dated as of [AS OF DATE], 2026 (the "Lease"), with the City, with certain of such rents, revenues and receipts being pledged and assigned by the City to the Trustee under the Indenture to secure the payment of the principal of and interest on the Bonds.

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

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

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

5. The Company has (a) furnished to the Purchaser such information about itself as the Purchaser deems necessary in order for it to make an informed investment decision with respect to the purchase of the Bonds, (b) made available to the Purchaser,

during the course of this transaction, ample opportunity to ask questions of, and to receive answers from, appropriate officers of the City and the terms and conditions of the offering of the Bonds, and (c) provided to the undersigned all additional information which it has requested.

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

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

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

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

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

Dated: _____, 20___

[PURCHASER OF BONDS]

By: _____

Name: _____

Title: _____

CITY OF BLUE SPRINGS, MISSOURI,

As Lessor,

AND

GRIFFIN RILEY PROPERTY GROUP, LLC,

As Lessee

_____

LEASE AGREEMENT

Dated as of [AS OF DATE], 2026

_____

Relating to:

$66,500,000

(Aggregate Maximum Principal Amount)

City of Blue Springs, Missouri

Taxable Industrial Development Revenue Bonds

(Adams Dairy Parkway Apartment Project)

Series 2026

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

LEASE AGREEMENT

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms 3

Section 1.2. Rules of Interpretation 7

Section 1.3. Acceptance of Indenture 8

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the City 9

Section 2.2. Representations by the Company 11

ARTICLE III

GRANTING PROVISIONS

Section 3.1. Granting of Leasehold Estate 12

Section 3.2. Lease Term 12

Section 3.3. Possession and Use of the Project 12

Section 3.4. Title to the Project 14

ARTICLE IV

CONSTRUCTION AND IMPROVEMENT OF THE PROJECT

Section 4.1. Issuance of the Bonds 14

Section 4.2. Construction and Improvement of the Project 14

Section 4.3. Project Costs 16

Section 4.4. Payment for Project Costs 16

Section 4.5. Establishment of Completion Date 16

Section 4.6. Surplus or Deficiency in Project Fund 17

Section 4.7. Project Property of City 17

Section 4.8. Non-Project Improvements, Machinery and Equipment Property of the Company 18

Section 4.9. Environmental Matters 18

ARTICLE V

RENT PROVISIONS

Section 5.1. Basic Rent 19

Section 5.2. Additional Rent. 21

Section 5.3. Obligations of Company Absolute and Unconditional 22

Section 5.4. Prepayment of Basic Rent 23

ARTICLE VI

MAINTENANCE, TAXES AND UTILITIES; TAX ABATEMENT

Section 6.1. Maintenance and Repairs 24

Section 6.2. Taxes, Assessments and Other Governmental Charges 25

Section 6.3. Utilities. 26

Section 6.4. Property Tax Exemption. 26
Section 6.5. Payments In Lieu of Taxes for Project. 27
Section 6.6. Distribution of PILOT Payments 28
Section 6.7. Obligation of City to Effect Tax Abatement. 28
Section 6.8. Administration Costs. 28
Section 6.9. No Abatement on Special Assessments, Licenses or Fees. 29
Section 6.10. PILOT Increases Due to Certain Events. 29
Section 6.11. Sales Tax Exemption. 30

ARTICLE VII

INSURANCE

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

ARTICLE VIII

ALTERATION OF THE PROJECT

Section 8.1. Additions, Modifications and Improvements to the Project 34
Section 8.2. Additional Improvements on the Project Site 34
Section 8.3. Permits and Authorizations 35
Section 8.4. Mechanics' Liens 36

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 9.1. Damage or Destruction 38
Section 9.2. Condemnation 42
Section 9.3. Bondowner Approval 44

ARTICLE X

SPECIAL COVENANTS

Section 10.1. No Warranty of Condition or Suitability by the City; Exculpation and Indemnification 45
Section 10.2. Surrender of Possession 45
Section 10.3. City's Right of Access to the Project 46
Section 10.4. Granting of Easements; Mortgages and Financing Arrangements 46
Section 10.5. Indemnification of City and Trustee 53
Section 10.6. Depreciation, Investment Tax Credit and Other Tax Benefits 56
Section 10.7. Company to Maintain its Corporate Existence 56
Section 10.8. Security Interests. 57

ARTICLE XI

OPTION AND OBLIGATION TO PURCHASE THE PROJECT

Section 11.1. Option to Purchase the Project 58
Section 11.2. Conveyance of the Project 59
Section 11.3. Relative Position of Option and Indenture 60
Section 11.4. Obligation to Purchase the Project 61

ARTICLE XII

DEFAULTS AND REMEDIES

Section 12.1. Events of Default 61
Section 12.2. Remedies on Default 64
Section 12.3. Survival of Obligations 65
Section 12.4. Performance of the Company's Obligations by the City 65
Section 12.5. Rights and Remedies Cumulative 65
Section 12.6. Waiver of Breach 66
Section 12.7. Trustee's Exercise of the City's Remedies 66

ARTICLE XIII

ASSIGNMENT AND SUBLEASE

Section 13.1. Assignment; Sublease 67
Section 13.2. Assignment of Revenues by City 69
Section 13.3. Prohibition Against Fee Mortgage of Project 70
Section 13.4. Restrictions on Sale or Encumbrance of Project by City 70

ARTICLE XIV

AMENDMENTS, CHANGES AND MODIFICATIONS

Section 14.1. Amendments, Changes and Modifications 70

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 15.1. Notices. 71

Section 15.2. City Shall Not Unreasonably Withhold Consents and Approvals 71
Section 15.3. Net Lease 71
Section 15.4. Limitation on Liability of City 72
Section 15.5. Governing Law 72
Section 15.6. Binding Effect 72
Section 15.7. Severability 72
Section 15.8. Execution in Counterparts 73
Section 15.9. Electronic Storage 73
Section 15.10. Satisfaction of Company's Obligations 73
Section 15.11. Complete Agreement 73
Section 15.12. Employee Verification 74

Signatures and Seal 1

Exhibit A - Project Site

Exhibit B - Project Improvements

Exhibit C - Form of Requisition Certificate

Exhibit D - Form of Certificate of Insurance Compliance

Appendix I: PILOT Payment Per Unit Table

LEASE AGREEMENT

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

RECITALS:

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

2. Pursuant to the Act, the City Council passed an ordinance (the "Ordinance") on July 6, 2026, authorizing the City to issue its Taxable Industrial Development Revenue Bonds (Adams Dairy Parkway Apartment Project), Series 2026, in the maximum principal amount of $66,500,000 (the "Bonds"), for the purpose of acquiring and improving certain real property in the City (the "Project Site," as more fully described on **Exhibit A** hereto), including the construction and improvement of a

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

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

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

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

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

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to any words and terms defined elsewhere in this Lease and the words and terms defined in **Section 101** of the Indenture which definitions are hereby incorporated herein by reference, and terms defined, the following words and terms as used in this Lease shall have the following meanings:

"Abatement Period" means the period starting the day after the end of the Construction Period and running for 25 calendar years, ending on December 31st in the 25th calendar year of the Abatement Period, *provided that*, the Abatement Period shall begin no later than January 1, 2029. For avoidance of doubt, if the end of the Construction Period is December 31, 2028, the first year of the Abatement Period would be 2029 and the last year would be 2053.

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

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

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

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

"Completion Percentage" shall have the meaning given in **Section 6.5** of this Lease.

"Construction Period" means the period starting on the date of delivery of this Lease and ending on December 31st of the year in which a certificate of occupancy has been issued by the City for the final Unit planned for the Project, as shown in the Plans and Specifications, *provided that*, the Construction Period shall end no later than December 31, 2028.

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

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

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

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

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

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

"Mortgage" means any mortgage or deed of trust (together with all related loan documents and security agreements) relating to the Project and permitted pursuant to the provisions of **Section 10.4** hereof or existing prior to the date on which a memorandum of this Lease is recorded.

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

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

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

"Permitted Facility" means a multi-family apartment complex comprised of rentable living space operated for profit by the Company in accordance with this Lease, including associated uses.

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

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

"Taxes Otherwise Due" means the *ad valorem* real property taxes that would have been due on the Project for the year were it not for ownership thereof by the City, as calculated by the City from assessed valuation estimates provided by Jackson County, Missouri and using the then-current tax rates of all applicable taxing jurisdictions; *provided that*, if Jackson County, Missouri shall fail or refuse to provide such assessed valuation estimates, the assessed valuation estimate for any year shall equal the "Estimated Assessed Value of Project" shown on the "Projected Taxes on Project without Abatement" tab of the Plan for an Industrial Development Project for the Adams Dairy Parkway Apartment Project included in the transcript of proceedings for the Bonds.

"Unit" means an individual apartment-style unit that is part of the Project.

Section 1.2. Rules of Interpretation.

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

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

(c) Wherever in this Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such

provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

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

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

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

Section 1.3. Acceptance of Indenture. The Company acknowledges that it has received an executed copy of the Indenture and that it is familiar with the terms and conditions of the Indenture. The Company further covenants that it will comply with all the conditions and covenants contained in the Indenture relating to the Company and the Project, and that it will not take any action which would cause a default thereunder or jeopardize the rights of the Trustee, the City or the Bondowners.

ARTICLE II

REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

(a) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri and is authorized to conduct business in the State of Missouri;

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

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

(d) The Project will comply in all material respects with all presently applicable building and zoning, health, environmental and safety orders and laws and all other applicable laws, rules and regulations; and

(e) The Project is located wholly within the corporate limits of the City of Blue Springs, Missouri.

ARTICLE III

GRANTING PROVISIONS

Section 3.1. Granting of Leasehold Estate. The City hereby exclusively rents, leases and lets the Project to the Company, and the Company hereby rents, leases and hires the Project from the City, subject to Permitted Encumbrances existing as of the date of the execution and delivery hereof, for the rentals and upon and subject to the terms and conditions herein contained.

Section 3.2. Lease Term. This Lease shall become effective upon its delivery, and subject to sooner termination pursuant to the provisions of this Lease, shall have a term commencing as of the date of this Lease and terminating on **December 1, 2053**.

Section 3.3. Possession and Use of the Project.

(a) The City covenants and agrees that as long as neither the City nor the Trustee has exercised any of the remedies set forth in **Section 12.2(b)** following the occurrence and continuance of an Event of Default, the Company shall have sole and exclusive possession of the Project (subject to Permitted Encumbrances and the City's and the Trustee's right of access pursuant to **Section 10.3** hereof) and shall and may

peaceably and quietly have, hold and enjoy the Project during the Lease Term. The City covenants and agrees that it will not take any action, other than expressly pursuant to **Article XII** hereof, to prevent the Company from having quiet and peaceable possession and enjoyment of the Project during the Lease Term and will, at the request and expense of the Company, cooperate with the Company in order that the Company may have quiet and peaceable possession and enjoyment of the Project and will defend the Company's enjoyment and possession thereof against all parties.

(b) Subject to the provisions of this Section, the Company shall have the right to use the Project for any lawful purpose allowed by law and contemplated by the Act and this Lease. The Company shall comply in all material respects with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Project or to any adjoining public ways, as to the manner of use or the condition of the Project or of adjoining public ways. In the event of demonstrated noncompliance with such statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements the Company will take all reasonable steps to comply with such statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements. The Company shall also comply with the mandatory requirements, rules and regulations of all insurers under the policies carried under the provisions of **Article VII** hereof. The Company shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Company to comply with the provisions of this Section. Notwithstanding any provision contained in this Section, however, the Company shall have the right, at its own cost and expense, to contest or review by legal or other appropriate procedures the validity or legality of any such governmental statute, law, ordinance, order, judgment, decree, regulation, direction or requirement, or any such

requirement, rule or regulation of an insurer, and during such contest or review the Company may refrain from complying therewith.

Section 3.4. Title to the Project. The City shall be the sole owner of the Project during the Lease Term, except for any portions of the Project released from this Lease pursuant to the terms hereof.

ARTICLE IV

CONSTRUCTION AND IMPROVEMENT OF THE PROJECT

Section 4.1. Issuance of the Bonds. To provide funds for the payment of Project Costs, the City agrees that, upon request of the Company, it will issue, sell and cause to be delivered the Bonds to the purchaser thereof in accordance with the provisions of the Indenture and the Bond Purchase Agreement. The proceeds of the sale of the Bonds, when received, shall be paid over to the Trustee for the account of the City. The Trustee shall promptly deposit such proceeds, when received, as provided in the Indenture, to be used and applied as hereinafter provided in this Lease and in the Indenture. Alternatively, the Trustee may, (pursuant to **Section 208(d)** of the Indenture) endorse the Bonds in an amount equal to the requisition certificates submitted pursuant to **Section 4.4** below. In that event, the purchaser of the Bonds shall be deemed to have deposited funds with the Trustee in an amount equal to the amount stated in the requisition certificate.

Section 4.2. Construction and Improvement of the Project. The City and the Company agree that the Company, as the agent of the City, shall construct and improve the Project as follows:

(a) The City has acquired the Project Site prior to the execution hereof. Concurrently with the execution of this Lease, (i) a deed and any other necessary instruments of transfer will be delivered to the City and placed of record, and (ii) the commitment for title insurance or ownership and encumbrance report required by **Article VII** hereof will be delivered to the City and the Trustee;

(b) On behalf of the City, the Company will construct and improve the Project Improvements on the Project Site and otherwise improve the Project Site in accordance with the Plans and Specifications and in a manner materially consistent with the description of the Project Improvements included in **Exhibit B** to this Lease. The Company may revise the Plans and Specifications from time to time as it deems necessary to carry out the Project, but revisions that would alter the intended purpose of the Project may be made only with the prior written approval of the City. The Company agrees that the aforesaid construction and improvement will, with such changes and additions as may be made hereunder, result in facilities suitable for use by the Company for its purposes, and that all real and personal property described in the Plans and Specifications, with such changes and additions as may be made hereunder, is desirable and appropriate in connection with the Project. The provisions of this paragraph are in addition to and do not supersede the provisions of **Section 8.2**; and

(c) The Company agrees that it will use reasonable efforts to cause the construction and improvement of the Project to be completed as soon as practicable with all reasonable dispatch. In the event such construction and improvement commences prior to the receipt of proceeds from the sale of the Bonds, the Company agrees to advance all funds necessary for such purpose.

Section 4.3. Project Costs. The City hereby agrees to pay for, but solely from the Project Fund, and hereby authorizes and directs the Trustee to pay for, but solely from the Project Fund, all Project Costs upon receipt by the Trustee of a certificate pursuant to **Section 4.4** hereof. The Company may not submit any requisition certificates for Project Costs incurred after the Completion Date. The Company must submit all requisitions for Project Costs incurred before the Completion Date within three months after the Completion Date.

Section 4.4. Payment for Project Costs. All Project Costs as specified in **Section 4.3** hereof shall be paid by the Trustee from the Project Fund as more fully provided in the Indenture, and the City hereby authorizes and directs the Trustee to make disbursements from the Project Fund, upon receipt by the Trustee of certificates in substantially the form attached hereto as **Exhibit C**, signed by an Authorized Company Representative, which disbursements may be recorded via a transaction entry on the trust records held by the Trustee. The Trustee may rely conclusively on any such certificate and shall not be required to make any independent investigation in connection therewith. The submission of any requisition certificate by an Authorized Company Representative shall constitute unto the Trustee an irrevocable determination that all conditions precedent to the payments requested have been satisfied.

Section 4.5. Establishment of Completion Date. The Completion Date shall be evidenced to the Trustee by a certificate signed by the Authorized Company Representative stating (a) the construction and improvement of the Project has been completed in accordance with the Plans and Specifications, (b) that all costs and expenses incurred in the construction and improvement of the Project have been paid except costs and expenses the payment of which is not yet due or is being retained or

contested in good faith by the Company, and (c) amounts to be retained by Trustee with respect to item (b) above. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. The Company and the City agree to cooperate in causing such certificate to be furnished to the Trustee.

Section 4.6. Surplus or Deficiency in Project Fund.

(a) Upon receipt of the certificate described in **Section 4.5** hereof, the Trustee shall, as provided in **Section 504** of the Indenture, transfer any remaining moneys then in the Project Fund to the Bond Fund to be applied as directed by the Company solely to (1) the payment of principal and premium, if any, of the Bonds through the payment (including regularly scheduled principal payments, if any) or redemption thereof at the earliest date permissible under the terms of the Indenture, or (2) at the option of the Company, to the purchase of Bonds at such earlier date or dates as the Company may elect. Any amount so deposited in the Bond Fund may be invested as permitted by **Section 702** of the Indenture.

(b) If the Project Fund shall be insufficient to pay fully all Project Costs and to complete the Project free of liens and encumbrances other than Permitted Encumbrances, the Company shall pay, in cash, the full amount of any such deficiency by making payments thereof directly to the contractors and to the suppliers of materials and services as the same shall become due, and the Company shall save the City and the Trustee whole and harmless from any obligation to pay such deficiency.

Section 4.7. Project Property of City. The Project Site and the Project Improvements, if any, which the Company desires to convey to the City, including all

work and materials on the Project Improvements as such work progresses, and all additions or enlargements thereto or thereof, the Project as fully completed, anything under this Lease which becomes, is deemed to be, or constitutes a part of the Project, and the Project as repaired, rebuilt, rearranged, restored or replaced by the Company under the provisions of this Lease, except as otherwise specifically provided herein, shall immediately when erected or installed become the absolute property of the City, subject only to this Lease, the Indenture, any Permitted Encumbrances, and the Mortgage, if any.

Section 4.8. Non-Project Improvements, Machinery and Equipment Property of the Company. Any improvements or items of machinery or equipment which do not constitute part of the Project Improvements and the entire purchase price of which is paid for by the Company with the Company's own funds, and no part of the purchase price of which is paid for from funds deposited pursuant to the terms of this Lease in the Project Fund, shall be the property of the Company and shall not constitute a part of the Project for purposes of **Section 6.4** hereof and therefore are subject to taxation, to the extent otherwise provided by law.

Section 4.9. Environmental Matters. The Company acknowledges that it is responsible for maintaining the Project in compliance with all Environmental Laws. In the event that the Company fails to undertake to comply with any final, non-appealable order issued by any local, state or federal authority under applicable Environmental Law, the City or the Trustee, immediately after notice to the Company, may elect (but shall not be required) to undertake such compliance. Any moneys expended by the City or the Trustee in efforts to comply with any applicable Environmental Law (including the reasonable cost of hiring consultants, undertaking sampling and testing, performing any cleanup necessary or useful in the compliance process and reasonable attorneys' fees) shall be due and payable as Additional Rent hereunder with interest thereon at the

average rate of interest per annum on the Bonds, plus two (2) percentage points, from the date such cost is incurred. There shall be unlimited recourse to the Company to the extent of any liability incurred by the City or the Trustee with respect to any breaches of the provisions of this section.

The Company shall and does hereby indemnify the City, the Trustee and the Bondowners and agree to defend and hold them harmless from and against all loss, cost, damage and expense (including, without limitation, reasonable attorneys' fees and costs associated incurred in the investigation, defense and settlement of claims) that they may incur, directly or indirectly, as a result of or in connection with the assertion against them or any of them of any claim relating to the presence on, escape or removal from the Project during the term of this Lease of any hazardous substance or other material regulated by any applicable Environmental Law, or compliance with any applicable Environmental Law, whether such claim is raised before, during or after the term of this Lease, including claims relating to personal injury or damage to property; provided, however, this indemnity shall only relate to claims resulting from the City's ownership of the Project or the Trustee's acceptance of its duties as Trustee hereunder.

ARTICLE V

RENT PROVISIONS

Section 5.1. Basic Rent. The Company covenants and agrees to pay to the Trustee in same day funds for the account of the City during this Lease Term, for deposit in the Bond Fund on or before 10:00 a.m., Trustee's local time, on or before each December 1, commencing December 1, 2026 and continuing until the principal of and interest on the Bonds shall have been fully paid, an amount which, when added to any collected funds then on deposit in the Bond Fund and available on such Payment Date,

shall be equal to the total amount payable on each December 1 as interest on the Bonds. On **December 1, 2053** (or such earlier date as the Company may elect or be required to redeem the Bonds), the Company shall also pay an amount equal to all principal then due on the Bonds in connection with such maturity or redemption. All payments of Basic Rent provided for in this Section shall be paid directly to the Trustee and shall be deposited in accordance with the provisions of the Indenture into the Bond Fund and shall be used and applied by the Trustee in the manner and for the purposes set forth in this Lease and the Indenture, provided that if the Company is the Owner of all the Bonds Outstanding, payment of Basic Rent as provided for in this Section may be made via a transaction entry on the trust records held by the Trustee and the Paying Agent consistent with **Section 204(e)** and **Section 208(g)** of the Indenture. Any Basic Rent paid by the Company which exceeds the total amount payable on such payment dates shall be immediately paid to the Company by wire transfer. At its option, on the final Payment Date, the Company may deliver to the Trustee for cancellation Bonds not previously paid and the Company shall receive a credit against the Basic Rent payable by the Company in an amount equal to the principal amount of the Bonds so tendered for cancellation plus accrued interest thereon.

In furtherance of the foregoing and of **Section 204(e)** and **Section 208(g)** of the Indenture, and notwithstanding any other provision in this Lease, the Indenture or the Bond Purchase Agreement, and provided that the Company is the sole Bondowner, the Company may set-off each Basic Rent payment against the City's obligation to the Company as Bondowner, in lieu of delivery of a payment of Basic Rent on any date on which principal of or interest on the Bonds is payable, without providing notice of such set-off to the Trustee. The Trustee may conclusively rely on the absence of any notice from the Company to the contrary as evidence that such set-off has occurred.

Section 5.2. Additional Rent. The Company shall pay as Additional Rent, within 30 days after receiving an itemized invoice therefor, the following amounts as and when the same become due:

(a) all reasonable fees, charges and expenses, including agent and counsel fees, of the Trustee incurred under the Indenture, this Lease, or any other document entered into in connection with the Bonds, as and when the same become due;

(b) all costs incident to the payment of the principal of and interest on the Bonds as the same becomes due and payable, including all costs and expenses in connection with the call, redemption and payment of all outstanding Bonds;

(c) all reasonable costs which are reasonably incurred in connection with the enforcement of any rights against the Company or the Project or in connection with a failure of the Company to perform its obligations under this Lease or the Indenture by the City, the Trustee or the Bondowners, including counsel fees and expenses;

(d) the PILOT Payments required by **Article VI** of this Lease, which shall be due at such time and in such amount as described in **Article VI**; and

(e) all other payments of whatever nature which Company has agreed to pay or assume under the provisions of this Lease.

Section 5.3. Obligations of Company Absolute and Unconditional.

(a) The obligations of the Company under this Lease to make payments of Basic Rent and Additional Rent on or before the date the same become due, and to perform all of its other obligations, covenants and agreements hereunder shall be absolute and unconditional, without notice or demand, and without abatement, deduction, set-off, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Project has been started or completed, or whether the City's title thereto or to any part thereof is defective or nonexistent, and notwithstanding any damage to, loss, theft or destruction of, the Project or any part thereof, any failure of consideration or frustration of commercial purpose, the taking by eminent domain of title to or of the right of temporary use of all or any part of the Project, legal curtailment of the Company's use thereof, the eviction or constructive eviction of the Company, any change in the tax or other laws of the United States of America, the State of Missouri or any political subdivision thereof, any change in the City's legal organization or status, or any default of the City hereunder, and regardless of the invalidity of any action of the City; provided, however, that nothing in this **Section 5.3(a)** or **Section 5.3(b)** is intended or shall be deemed to affect or impair in anyway the rights of the Company to tender Bonds for redemption in satisfaction of Basic Rent as provided in **Section 5.1** and **Section 5.4** hereof, nor the right of the Company to terminate this Lease and repurchase the Project as provided in **Article XI** hereof.

(b) Nothing in this Lease shall be construed to release the City from the performance of any agreement on its part herein contained or as a waiver by the Company of any rights or claims the Company may have against the City under this

Lease or otherwise, but any recovery upon such rights and claims shall be had from the City separately, it being the intent of this Lease that the Company shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Owners and the City. The Company may, however, at its own cost and expense and in its own name or in the name of the City, prosecute or defend any action or proceeding or take any other action involving third Persons which the Company deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event the City hereby agrees to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the City in any such action or proceeding if the Company shall so request.

Section 5.4. Prepayment of Basic Rent. The Company may at any time and from time to time prepay all or any portion of the Basic Rent provided for hereunder (subject to the limitations of **Section 301(a)** of the Indenture relating to the redemption of the Bonds. During such times as the amount held by the Trustee in the Bond Fund shall be sufficient to pay, at the time required, the principal of and interest on all the Bonds then remaining unpaid, the Company shall not be obligated to make payments of Basic Rent under the provisions of this Lease.

Subject to **Section 301(a)** of the Indenture relating to the redemption of Bonds, the Company, at its option, may deliver to the Trustee for cancellation Bonds owned by the Company and not previously paid, and the Company shall receive a credit against amounts payable by the Company for the redemption of Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest thereon.

ARTICLE VI

MAINTENANCE, TAXES AND UTILITIES; TAX ABATEMENT

Section 6.1. Maintenance and Repairs. Throughout the Lease Term the Company shall, at its own expense, keep the Project in as reasonably safe condition as the operation thereof will permit, and keep the Project in good repair and in good operating condition (reasonable wear, tear, depreciation, and obsolescence excepted), making from time to time all necessary repairs thereto and renewals and replacements thereof it determines to be necessary. Without limiting the generality of the foregoing, the Company shall at all times remain in compliance with all provisions of the City's code relating to maintenance and appearance.

Section 6.2. Taxes, Assessments and Other Governmental Charges.

(a) Subject to subsection (b) of this Section, the Company shall promptly pay and discharge, as the same become due, all taxes and assessments, general and special, and other governmental charges of any kind whatsoever that may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Project, or any part thereof or interest therein (including the leasehold estate of the Company therein) or any buildings, improvements, machinery and equipment at any time installed thereon by the Company, or the income therefrom, including any new taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all utility charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would impair the security of the Bonds or encumber the City's title to the Project; provided that with respect to any special assessments or other governmental charges that are lawfully levied and assessed which may be paid in installments, the Company shall be obligated to pay only such installments thereof as become due and payable during the Lease Term.

(b) The Company may, in its own name or in the City's name, contest the validity or amount of any tax, assessment or other governmental charge which the Company is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted at least 10 days before the tax, assessment or other governmental charge complained of becomes delinquent if and provided (1) the Company, before instituting any such contest, gives the City and the Trustee written notice of its intention to do so, (2) the Company diligently prosecutes any such contest,

at all times effectively stays or prevents any official or judicial sale therefor, under execution or otherwise, and (3) the Company promptly pays any final judgment enforcing the tax, assessment or other governmental charge so contested and thereafter promptly procures record release or satisfaction thereof. The City agrees to cooperate fully with the Company in connection with any and all administrative or judicial proceedings related to any tax, assessment or other governmental charge. The Company shall save and hold harmless the City and the Trustee from any costs and expenses the City and the Trustee may incur related to any of the above.

(c) Nothing in this Lease shall be construed to require the Company to make duplicate tax payments. The Company shall receive a credit against any PILOT Payments due under this Lease to the extent of any ad valorem taxes imposed and paid by the Company with respect to the Project pursuant to this Section.

Section 6.3. Utilities. All utilities and utility services used by the Company in, on or about the Project shall be paid for by the Company and shall be contracted for by the Company in the Company's own name (or the name(s) of its affiliates), and the Company shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith.

Section 6.4. Property Tax Exemption. So long as the City owns title to the Project, the City expects that the Project will be exempt from *ad valorem* taxes on real property. The first year of the exemption period for purposes of this Lease shall be **2026**. Notwithstanding any other provision of this Lease to the contrary, the last year of such exemption period shall be no later than **2053**. The Company covenants and agrees that, during each year the Project is exempt from *ad valorem* taxes by reason hereof, the Company will make annual payments in lieu of taxes to the City (each such payment, a

"PILOT") as described in this **Article VI**. The City and the Company hereby agree that the tax abatement provided by this Lease shall only apply to property financed with the proceeds of the Bonds and shall not apply to property not financed with proceeds of the Bonds (and specifically shall not apply to personal property relating to the Project other than construction materials that have been incorporated into the Project).

Section 6.5. Payments In Lieu of Taxes for Project. The Company covenants and agrees to make PILOT Payments to the City on or before each December 1, commencing **December 1, 2026**, in the amounts, and in the years, set forth below. Any PILOT Payments due under this Lease which are not paid when due shall bear interest at the interest rate imposed by Missouri law on overdue *ad valorem* real estate taxes from the date such payment was first due.

1) For calendar year 2026, the Company shall pay the taxes billed by Jackson County, Missouri for the Project Site. If such taxes become uncollectable or are not billed, the Company shall pay a PILOT Payment in the amount equal to the Taxes Otherwise Due on the Project.

2) In each year of the Construction Period after calendar year 2026, a PILOT Payment shall be made for the Project in the amount equal to the Taxes Otherwise Due on the Project.

3) In each year of the Abatement Period, a PILOT Payment shall be made for the Project as calculated by multiplying the "Dollars per Unit" shown on **Appendix I** by the number of Units within the Project, plus the Additional Fire District PILOT Payment, if any.

4) In each year after the end of the Abatement Period, if the Project remains in City ownership, a PILOT Payment shall be made for the Project in the amount equal to the Taxes Otherwise Due on the Project.

Section 6.6. Distribution of PILOT Payments. Within 30 days of the date of receipt of each PILOT Payment, the City or designated billing/collection agent shall distribute each PILOT Payment among the taxing jurisdictions.

Section 6.7. Obligation of City to Effect Tax Abatement. The City agrees to take all actions within its control to obtain and/or maintain in effect the exemption referred to in **Section 6.4** above, including any filing required with any governmental authorities, and shall, at the Company's request and at the Company's expense, fully cooperate with the Company in all reasonable ways to obtain/and or maintain in effect such exemption; provided, however, the City shall not be liable for any failure of Jackson County, Missouri or any other governmental taxing authority to recognize the exemption provided herein. The City covenants that it will not voluntarily take any action that may cause or induce the levy or assessment of ad valorem taxes on the Project. In the event such a levy or assessment should occur, the City shall, at the Company's request and at the Company's expense, fully cooperate with the Company in all reasonable ways to prevent and/or remove any such levy or assessment against the Project.

Section 6.8. Administration Costs. Under Section 100.050 of the Act, the City may require the Company to reimburse the City for its actual costs of issuing the Bonds and administering the plan including costs associated with this Lease, in an amount of no greater than $3,000 per year. The City will provide a statement for such costs to the Company not later than November 15th of each year and the Company will reimburse

the City for its costs on or before December 1 of each year continuing until December 1 of the year in which this Lease expires or is terminated.

Section 6.9. No Abatement on Special Assessments, Licenses or Fees. The City and the Company hereby agree that the property tax exemptions described in this Lease shall not apply to special assessments and shall not serve to reduce or eliminate any other licenses or fees owing to the City or any other taxing jurisdiction with respect to the Project. The Company hereby agrees to make payments with respect to all special assessments, licenses and fees which would otherwise be due with respect to the Project if such Project was not owned by the City.

Section 6.10. PILOT Increases Due to Certain Events.

(a) If for any reason the Company ceases operations of the Project during the term of this Lease, the PILOT Payments set forth in **Section 6.5** shall be increased to 100% of the Taxes Otherwise Due on the Project for each year following such cessation of operations including the year of cessation of operations. "Ceases operations" or "cessation of operations" for the purpose of this paragraph means the Company completely vacates, abandons and permanently ceases operations for a period of 90 consecutive days during the term of this Lease, unless the Project has been subject to a casualty and the Company is intending to rebuild the Project or the Company's interest in this Lease has been transferred pursuant to this Lease and the Project continues in operation thereafter. The Company shall not be found to have ceased operations during any time in which the Company is maintaining the Project as required by this Lease and is advertising the Project for lease as a Permitted Facility or the Company's interest in this Lease has been transferred to a Lender, or pursuant to this Lease, and the Project continues in operation thereafter.

(b) If for any reason the Company operates or allows the operation of the Project for a use other than as a Permitted Facility for a period of 90 consecutive days during the term of this Lease, the PILOT Payments set forth in **Section 6.5** shall be increased to 100% of the Taxes Otherwise Due on the Project for each year in which the Project is operated as other than a Permitted Facility, starting with the year in which such non-complying use exceeds 89 consecutive days. However, if the non-complying use ceases, the amount of the PILOT Payments shall return to the amounts set forth in **Section 6.5**, starting with the first year in which the non-complying use persists for less than 90 consecutive days.

Section 6.11. Sales Tax Exemption. Upon request of the Company after the issuance of the Bonds, the City will issue a sales tax exemption certificate to the Company for construction materials to be purchased for the Project and the City shall provide such other documentation as may be necessary from time to time to effect said sales tax exemption. The Company shall use the exemption certificate only for the purchase of construction materials to be incorporated into the Project on the Project Site and shall not use the exemption certificate for the purchase of any personal property other than construction materials. The Company shall indemnify and defend the City and its respective officers, employees and agents against and from any and all causes of action or actions in law or equity, liens, claims damages, loss, costs or expenses of any nature whatsoever by any person or entity, arising out of the City's furnishing of the exemption certificate.

ARTICLE VII

INSURANCE

Section 7.1. Title Report. Before conveying title to any real property to the City, the Company will provide a report reasonably acceptable to the City showing the ownership of and encumbrances on the Project Site. Copies of such report shall be provided to the City and the Trustee.

Section 7.2. Property Insurance.

(a) The Company shall at its sole cost and expense obtain and shall maintain throughout the Lease Term, a policy or policies of insurance (including, if appropriate, builder's risk insurance) to keep the Project constantly insured against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State of Missouri in an amount equal to the Full Insurable Value thereof (subject to reasonable loss deductible provisions). The insurance required pursuant to this Section shall be maintained with a generally recognized responsible insurance company or companies authorized to do business in the State of Missouri or generally recognized international insurers or reinsurers with an A.M. Best rating of B+ or the equivalent thereof or better as may be selected by the Company. All such policies of insurance pursuant to this Section, and all renewals thereof, shall name the Company as insured and the City and the Trustee shall be named as loss payees, as their respective interests may appear, and shall contain a provision that the issuer of such insurance will provide at least 10 days' advance written notice to, the Company of the cancellation of such insurance. Company agrees it shall

immediately forward any notice of cancellation it receives from the issuer of such insurance to the City and Trustee.

(b) In the event of loss or damage to the Project, the Net Proceeds of property insurance carried pursuant to this Section shall be applied as provided in **Article IX** of this Lease, or as may be directed by, or on behalf of, the Owners of 100% in principal amount of the Bonds outstanding.

Section 7.3. Commercial General Liability Insurance.

(a) The Company shall at its sole cost and expense maintain or cause to be maintained at all times during the Lease Term general accident and commercial general liability insurance under which the City, the Company and the Trustee shall be named as additional insureds, properly protecting and indemnifying the City and the Trustee, in an amount not less than the limits of liability set by Section 537.610 of the Revised Statutes of Missouri (subject to loss deductible clauses not to exceed $25,000). The policies of said insurance shall contain a provision that the issuer of such insurance will provide at least 10 days' advance written notice to the Company of the cancellation of such insurance. The Company agrees it shall immediately forward any notice of cancellation it receives from the issuer of such insurance to the City and Trustee.

(b) In the event of a public liability occurrence, and subject to the rights of Lender under and pursuant to the terms of the Mortgage (except that no right of the Lender under the Mortgage shall affect the right of the City or the Trustee to the protection and indemnification provided as additional insureds pursuant to subsection(a), above), the Net Proceeds of liability insurance carried pursuant to this

Section shall be applied toward the extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

Section 7.4. Workers' Compensation. The Company agrees throughout the Lease Term to maintain or cause to be maintained Workers' Compensation coverage to the extent required by the laws of the State of Missouri.

Section 7.5. Blanket Insurance Policies; Self-Insurance. The Company may satisfy any of the insurance requirements set forth in this Article by using blanket policies of insurance, provided each and all of the requirements and specifications of this Article respecting insurance are complied with. Nothing in this Lease shall be construed from prohibiting the Company from self-insuring provided the Company, or in combination with its parent corporation, has a net worth in excess of $200,000,000, as determined by generally accepted accounting principles.

Section 7.6. Certificate of Compliance. The Company shall provide the City and the Trustee, on an annual basis, commencing on December 1, 2026 with a Certificate of Insurance Compliance in the form attached hereto as **Exhibit D**. The Trustee shall be entitled to rely upon said Certificate of Insurance Compliance as to the Company's compliance with the insurance requirements. The Trustee makes no representation as to, and shall have no responsibility for the sufficiency or adequacy of, the insurance.

ARTICLE VIII

ALTERATION OF THE PROJECT

Section 8.1. Additions, Modifications and Improvements to the Project. The Company shall have and is hereby given the right, at its sole cost and expense, to make such additions, modifications and improvements in and to any part of the Project as the Company from time to time may deem necessary or desirable for its business purposes. All additions, modifications and improvements made by the Company pursuant to the authority of this Section shall (a) be made in workmanlike manner and will comply in all material respects with all laws and ordinances applicable thereto, (b) when commenced, be prosecuted to completion with reasonable due diligence, and (c) when completed, be deemed a part of the Project; provided, however, that additions of machinery and equipment installed on the Project Site by the Company not purchased or acquired from funds deposited with the Trustee hereunder and not constituting repairs, renewals or replacements of the Project shall remain the property of the Company and may be removed by the Company. Such property shall be subject to *ad valorem* taxes.

Section 8.2. Additional Improvements on the Project Site. The Company may, at its sole cost and expense, construct on portions of the Project Site not theretofore occupied by buildings or improvements such additional buildings and improvements as the Company from time to time may deem necessary or desirable for its business purposes. All additional buildings and improvements constructed on the Project Site by the Company, and not paid for with Bond proceeds, pursuant to the authority of this Section shall not be included as Project Improvements and, during the life of this Lease, shall remain the property of the Company and may be added to, altered or razed and removed by the Company at any time. All additional buildings and

improvements shall be made in a good and workmanlike manner and in strict compliance with all material laws, orders and ordinances applicable thereto and when commenced shall be prosecuted to completion with due diligence. The Company covenants and agrees (a) to make any repairs and restorations required to be made to the Project because of the construction of, addition to, alteration or removal of said additional buildings or improvements, and (b) to promptly and with due diligence either raze and remove or repair, replace or restore any of said additional buildings and improvements as may from time to time be damaged by fire or other casualty. The Company shall pay all ad valorem taxes and assessments payable with respect to such additional buildings and improvements which remain the property of the Company. If for any reason the County Assessor determines that such additional buildings and improvements are not subject to ad valorem taxes, the Company shall make payments in lieu of taxes in an amount equal to the taxes that would otherwise be due under this Section.

Section 8.3. Permits and Authorizations. The Company shall not do or permit others under its control to do any work on the Project related to any repair, rebuilding, restoration, replacement, modification or addition to the Project, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have been first procured. All such work shall be done in a good and workmanlike manner and in material compliance with all applicable building, zoning and other laws, ordinances, governmental regulations. In the event of demonstrated noncompliance with such laws, ordinances, governmental regulations and requirements the Company will take all reasonable steps to comply with laws, ordinances, governmental regulations and requirements.

Section 8.4. Mechanics' Liens.

(a) The Company will not directly or indirectly create, incur, assume or suffer to exist any lien on or with respect to the Project, except Permitted Encumbrances, and the Company shall promptly notify the City of the imposition of such lien of which the Company is aware and shall promptly, at its own expense, take such action as may be necessary to fully discharge or release any such lien. Whenever and as often as any mechanics' or other similar lien is filed against the Project, or any part thereof, purporting to be for or on account of any labor done or materials or services furnished in connection with any work in or about the Project, the Company shall discharge the same of record. Notice is hereby given that the City shall not be liable for any labor or materials furnished the Company or anyone claiming by, through or under the Company upon credit, and that, unless and to the extent that consent is given in the memorandum of this Lease or other document filed by the City against the Project Site with the recorder of deeds, no mechanics' or other similar lien for any such labor, services or materials shall attach to or affect the reversionary or other estate of the City in and to the Project or any part thereof.

(b) Notwithstanding paragraph (a) above, and subject to the terms of the Mortgage, the Company may contest any such mechanics' or other similar lien if the Company (1) within 60 days after the Company becomes aware of any such lien notifies the City and the Trustee in writing of its intention so to do, (2) diligently prosecutes such contest, (3) at all times effectively stays or prevents any official or judicial sale of the Project, or any part thereof or interest therein, under execution or otherwise, (4) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and (5) thereafter promptly procures record release or satisfaction thereof. The Company may permit the lien so contested to remain unpaid during the

period of such contest and any appeal therefrom unless the Company is notified by the City that, in the opinion of counsel, by nonpayment of any such items, the interest of the City in the Project will be subject to loss or forfeiture. In that event, the Company shall promptly, at its own expense, take such action as may be reasonably necessary to duly discharge or remove any such pledge, lien, charge, encumbrance or claim if the same shall arise at any time. The Company shall save and hold harmless the City from any loss, costs or expenses the City may incur related to any such contest. The Company shall reimburse the City for any expense incurred by it in connection with the imposition of any such lien or in order to discharge or remove any such pledge, lien, charge, encumbrance or claim. The City shall cooperate fully with the Company in any such contest.

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 9.1. Damage or Destruction.

(a) If the Project is damaged or destroyed by fire or any other casualty, whether or not covered by insurance, the Company, as promptly as practicable and subject to delay to the extent caused by such fire or other casualty, shall either (i) make the determination described in subsection (f) below, or (ii) repair, restore, replace or rebuild the same so that upon completion of such repairs, restoration, replacement or rebuilding the Project is of a value not less than the value thereof immediately before the occurrence of such damage or destruction or, at the Company's option, construct upon the Project Site new buildings and improvements thereafter together with all new machinery, equipment and fixtures which are either to be attached to or are to be used in connection with the operation or maintenance thereof, provided that (A) the value thereof shall not be less than the value of such destroyed or damaged Project Improvements immediately before the occurrence of such damage or destruction and (B) the nature of such new buildings, improvements, machinery, equipment and fixtures will not impair the character of the Project as an enterprise permitted by the Act.

If the Company elects to construct any such new buildings and improvements, for all purposes of this Lease, any reference to the words "Project Improvements" shall be deemed to also include any such new buildings and improvements and all additions thereto and all replacements and alterations thereof.

Unless the Company makes the determination described in subsection (f) below, the Net Proceeds of casualty insurance required by **Article VII** hereof received with respect to such damage or loss to the Project shall be used to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof. Insurance monies in an amount less than $1,000,000 may be paid to or retained by the Company to be held in trust and used as provided herein. Insurance monies in any amount of $1,000,000 or more shall be (i) paid to the Trustee and deposited in the Project Fund and shall be disbursed as provided in **Section 4.4** hereof to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof, or (ii) if determined by the Owners of 100% in principal amount of the Bonds Outstanding, applied as directed by, or on behalf of, such Owners of 100% in principal amount of the Bonds Outstanding. If the Company makes the determination described in subsection (f) below, the Net Proceeds shall be deposited with the Trustee and used to redeem Bonds as provided in subsection (f).

(b) Unless the Company makes the determination described in subsection (f) below, if any of the insurance monies paid by the insurance company as hereinabove provided remain after the completion of such repairs, restoration, replacement or rebuilding, and this Lease has not been terminated, the excess shall be deposited in the Bond Fund, subject to the rights of any Lender under the terms of the Mortgage. Completion of such repairs, restoration, replacement or rebuilding shall be evidenced by a certificate of completion in accordance with the provisions of **Section 4.5** hereof. If the Net Proceeds are insufficient to pay the entire cost of such repairs, restoration, replacement or rebuilding, the Company shall pay the deficiency.

(c) Except as otherwise provided in this Lease, in the event of any such damage by fire or any other casualty, the provisions of this Lease shall be unaffected

and the Company shall remain and continue liable for the payment of all Basic Rent and Additional Rent and all other charges required hereunder to be paid by the Company, as though no damage by fire or any other casualty has occurred.

(d) The City and the Company agree that they will cooperate with each other, to such extent as such other party may reasonably require, in connection with the prosecution or defense of any action or proceeding arising out of, or for the collection of any insurance monies that may be due in the event of, any loss or damage, and that they will execute and deliver to such other parties such instruments as may be required to facilitate the recovery of any insurance monies.

(e) The Company agrees to give prompt notice to the City and the Trustee with respect to all fires and any other casualties occurring in, on, at or about the Project Site which damages a material portion of the Project.

(f) If the Company determines that rebuilding, repairing, restoring or replacing the Project is not practicable or desirable, or if the Company does not have the right under any Mortgage to use any Net Proceeds for repair or restoration of the Project, any Net Proceeds of casualty insurance required by **Article VII** hereof received with respect to such damage or loss shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and shall be used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same become due, all subject to rights of any Lender under a Mortgage (if any). The Company agrees to be reasonable in exercising its judgment pursuant to this subsection (f). Alternatively, if the Company is the sole owner of the Bonds and it has determined that rebuilding, repairing, restoring or replacing the Project is not practicable or desirable, it may tender Bonds to the Trustee for cancellation in a principal amount

equal to the Net Proceeds of the casualty insurance, and retain such proceeds for its own account.

(g) The Company shall not, by reason of its inability to use all or any part of the Project during any period in which the Project is damaged or destroyed or is being repaired, rebuilt, restored or replaced, nor by reason of the payment of the costs of such rebuilding, repairing, restoring or replacing, be entitled to any reimbursement from the City, the Trustee or the Owners or to any abatement or diminution of the rentals payable by the Company under this Lease or of any other obligations of the Company under this Lease except as expressly provided in this Section.

Notwithstanding anything to the contrary set forth herein, the City shall have no right, for its own account, to the Net Proceeds of any property insurance maintained in accordance with **Section 7.2** of this Lease; provided that such Net Proceeds shall be applied in accordance with this Lease and the Mortgage (if any).

Section 9.2. Condemnation.

(a) If during the Lease Term, title to, or the temporary use of, all or any part of the Project is condemned by or sold under threat of condemnation to any authority possessing the power of eminent domain, to such extent that the claim or loss resulting from such condemnation is greater than $1,000,000, the Company shall, within 90 days after the date of entry of a final order in any eminent domain proceedings granting condemnation or the date of sale under threat of condemnation, notify the City, the Trustee, and any Lender under a Mortgage (if any) in writing as to the nature and extent of such condemnation or loss of title and whether it is practicable and desirable to acquire or construct substitute improvements.

(b) If the Company determines that such substitution is practicable and desirable, the Company shall proceed promptly with and complete with reasonable dispatch the acquisition or construction of such substitute improvements, so as to place the Project in substantially the same condition as existed before the exercise of the said power of eminent domain, including the acquisition or construction of other improvements suitable for the Company's operations at the Project (which improvements will be deemed a part of the Project and available for use and occupancy by the Company without the payment of any rent other than herein provided, to the same extent as if such other improvements were specifically described herein and demised hereby); provided, that such improvements will be acquired by the City subject to no liens, security interests or encumbrances before the lien and/or security interest afforded by the Indenture and this Lease other than Permitted Encumbrances. In such case, any Net Proceeds received from any award or awards with respect to the Project or any part thereof made in such condemnation or eminent domain proceedings, or of the

sale proceeds, shall be applied in the same manner as provided in **Section 9.1** hereof (with respect to the receipt of casualty insurance proceeds).

(c) If the Company determines that it is not practicable or desirable to acquire or construct substitute improvements, any Net Proceeds of condemnation awards received by the Company shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and shall be used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same becomes due and payable, provided that if the Company is the sole owner of the Bonds and it has determined that acquiring and constructing substitute improvements is not practicable or desirable, it may tender Bonds to the Trustee for cancellation in a principal amount equal to the Net Proceeds of the condemnation awards, and retain such proceeds for its own account, all subject to the rights of any Lender under a Mortgage (if any).

(d) The Company shall not, by reason of its inability to use all or any part of the Project during any such period of restoration or acquisition nor by reason of the payment of the costs of such restoration or acquisition, be entitled to any reimbursement from the City, the Trustee or the Owners or to any abatement or diminution of the rentals payable by the Company under this Lease nor of any other obligations hereunder except as expressly provided in this Section.

(e) The City shall cooperate fully with the Company in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof, and shall, to the extent it may lawfully do so, permit the Company to litigate in any such proceeding in the name and on behalf of the City. In no event will the City voluntarily settle or consent to the settlement of any prospective or

pending condemnation proceedings with respect to the Project or any part thereof without the prior written consent of the Company and the Lender.

Section 9.3. Bondowner Approval. Notwithstanding anything to the contrary contained in this **Article IX**, and subject to the rights of the Lender, the proceeds of any insurance received subsequent to a casualty or of any condemnation proceedings (or threats thereof) may prior to the application thereof by the City or the Trustee be applied as directed by the Owners of 100% of the principal amount of Bonds Outstanding, subject and subordinate to (a) the terms and conditions of the Mortgage; (b) the rights of the City and the Trustee to be paid all their expenses (including attorneys' fees, trustee's fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds.

ARTICLE X

SPECIAL COVENANTS

Section 10.1. No Warranty of Condition or Suitability by the City; Exculpation and Indemnification. The City makes no warranty, either express or implied, as to the condition of the Project or that it will be suitable for the Company's purposes or needs. The Company releases the City and the Trustee from, agrees that the City and the Trustee shall not be liable for and agrees to hold the City and the Trustee harmless against, any loss or damage to property or any injury to or death of any Person that may be occasioned by any cause whatsoever pertaining to the Project or the Company's use thereof, unless such loss is the result of the City's or the Trustee's gross negligence or willful misconduct. This provision shall survive termination of this Lease.

Section 10.2. Surrender of Possession. Upon accrual of the City's right of re-entry to the extent provided in **Section 12.2(b)** hereof, the Company shall peacefully surrender possession of the Project to the City in good condition and repair; provided, however, the Company may within 90 days (or such later date as the City may agree to) after the termination of this Lease remove from the Project Site any buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and not constituting part of the Project. All repairs to and restorations of the Project required to be made because of such removal shall be made by and at the sole cost and expense of the Company, and during said 90-day (or extended) period the Company shall bear the sole responsibility for and bear the sole risk of loss for said buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and not constituting part of the Project. All buildings, improvements,

furniture, trade fixtures, machinery and equipment owned by the Company and which are not so removed from the Project before the expiration of said period shall be the separate and absolute property of the City.

Section 10.3. City's Right of Access to the Project. The Company agrees that the City and the Trustee and their duly authorized agents shall have the right at reasonable times during business hours, subject to 24 hours' advance written notice and the Company's usual safety and security requirements (and provided that no such access need be granted with respect to an occupied residential unit), to enter upon the Project Site (a) to examine and inspect the Project without interference or prejudice to the Company's operations, (b) as may be reasonably necessary to cause to be completed the purchase and installation provided for in **Section 4.2** hereof, (c) performing such work in and about the Project Site made necessary by reason of the Company's default under any of the provisions of this Lease, and (d) exhibiting the Project to prospective purchasers, lessees or trustees subsequent to an Event of Default.

Section 10.4. Granting of Easements; Mortgages and Financing Arrangements.

(a) Subject to **Sections 10.4(b)** and **(c)**, if no Event of Default under this Lease has happened and is continuing, the Company may at any time or times (i) grant subleases (as permitted in **Section 13.1(b)** hereof), easements, licenses, rights-of-way (including the dedication of public highways) and other rights or privileges in the nature of easements that are for the direct use of the Project, or part thereof, by the grantee, (ii) release or terminate existing subleases, easements, licenses, rights-of-way and other rights or privileges, all with or without consideration and upon such terms and conditions as the Company shall determine, or (iii) incur Permitted Encumbrances. The

Company may take such actions and may execute any applicable documents in the Company's own name. No separate signature of or authorization from the City shall be required for the execution and delivery of any such document, although the City agrees to execute and deliver such confirming documents as are described below, under the procedures described below, if the Company chooses to make such a request, provided that no such document shall impose any obligation (monetary or otherwise) on the City or require any representations by the City. All third parties entering into agreements with the Company or receiving delivery of or the benefit of such agreements or documents shall be entitled to rely upon the same as having been executed and delivered by the City, unless such third party has actual or constructive notice, expressly in writing, that the agency herein granted by the City to the Company has been terminated by the City because of an uncured Event of Default hereunder. The City agrees that it will execute and deliver and will cause and direct the Trustee to execute and deliver any instrument necessary or appropriate to confirm and grant, release or terminate any such sublease, easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by the City and the Trustee of: (i) a copy of the instrument of grant, release or termination or of the agreement or other arrangement, (ii) a written application signed by an Authorized Company Representative requesting such instrument, and (iii) a certificate executed by an Authorized Company Representative stating that such grant or release is not detrimental to the proper conduct of the business of the Company, will not impair the effective use or interfere with the efficient and economical operation of the Project, will not materially adversely affect the security intended to be given by or under the Indenture and will be a Permitted Encumbrance; *provided that* the City shall not be required to undertake any duties or payment obligations under such instruments and shall make only such representations as it deems appropriate in its sole discretion. If no Event of Default has happened and is continuing beyond any applicable grace period, any payments or other

consideration received by the Company for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of the Company; but, subject to **Sections 10.4(b)** and **(c)**, upon (i) termination of this Lease for any reason other than the redemption of the Bonds and/or the purchase of the Project by the Company or (ii) the occurrence and continuance of an Event of Default by the Company, all rights then existing of the Company with respect to or under such grant shall inure to the benefit of and be exercisable by the City and the Trustee.

(b) The right of a Lender to foreclose upon the lien of a Mortgage or accept a deed in lieu of foreclosure from the Company shall not require the consent of the City, if written notice of the proposed sale or assignment is provided to the City at least fifteen (15) days prior thereto. The City acknowledges and agrees that the Company may further finance and refinance its rights and interests in the Project, this Lease, and the leasehold estate created hereby with prior notice to but without the consent of the City, provided and upon condition that a duplicate original or certified copy or photostatic copy of each such Mortgage, and the note or other obligation secured thereby, is delivered to the City within thirty (30) days after the execution thereof. The Company may mortgage the fee estate held by the City with the consent of the City, not to be unreasonably withheld, conditioned, or delayed. In connection with any Mortgage, the Company shall have the right to assign this Lease, the leasehold estate, any sublease, and any rights in connection therewith, and/or grant liens or security interests therein, to any Lender. Any further sublease or assignment by any Lender shall be subject to the provisions of **Section 13.1(c)**.

(c) With respect to a Mortgage (for a future Mortgage, from and after notice by the Company to the City in writing that it has executed a Mortgage under which it

has granted rights in this Lease to a Lender which includes the name and address of such Lender), the following provisions shall apply in respect of each such Lender:

(1) there shall be no merger of this Lease or of the leasehold estate created hereby with the fee title to the Project, notwithstanding that this Lease or said leasehold estate and said fee title shall be owned by the same Person or Persons, without the prior written consent of such Lender;

(2) the City shall serve upon each such Lender (at the address, if any, provided to the City) a copy of each notice of the occurrence of an Event of Default and each notice of termination given to the Company under this Lease, at the same time as such notice is served upon the Company. No such notice to the Company shall be effective unless a copy thereof is thus served upon each Lender (at the address, if any, provided to the City);

(3) each Lender shall have the same period of time which the Company has, after the service of any required notice upon it, within which to remedy or cause to be remedied any payment default under this Lease which is the basis of the notice plus thirty (30) days, and the City shall accept performance by such Lender as timely performance by the Company;

(4) the City may exercise any of its rights or remedies with respect to any other Event of Default by the Company, subject to the rights of each Lender under this **Section 10.4(c)** as to such other events of default. Without limiting the generality of the foregoing, any Lender holding a Mortgage of the fee simple interest or leasehold interest in the Project may cause the sale of the fee simple interest or any leasehold interest of the Company, as applicable, to be sold at

foreclosure sale conducted in accordance with applicable law and the terms of the Mortgage, may accept assignment of this Lease in lieu of foreclosure and may appoint a receiver for the Project, all without obtaining the prior written consent of the City (provided that the City's right to exercise remedies under this Lease against any successor in interest shall not be reduced by virtue of such transfer);

(5) upon the occurrence and continuance of an Event of Default by the Company under this Lease, other than a default in the payment of money, the City shall take no action to effect a termination of this Lease by service of a notice or otherwise, without first giving notice thereof to each such Lender and permitting such Lender (or its designee, nominee, assignee, or transferee) a reasonable time within which to remedy such default in the case of an Event of Default which is susceptible of being cured (provided that the period to remedy such event of default shall continue beyond any period set forth in the Lease to effect said cure so long as the Lender (or its designee, nominee, assignee, or transferee) is diligently prosecuting such cure); provided that the Lender (or its designee, nominee, assignee, or transferee) shall pay or cause to be paid to the City and the Trustee all expenses, including reasonable counsel fees, court costs and disbursements incurred by the City or the Trustee in connection with any such default; and

(6) such Lenders (and their designees, nominees, assignees, or transferees) shall have the right to enter, possess and use the Project at such reasonable times and manner as are necessary or desirable to effectuate the remedies and enforce their respective rights under the Mortgage(s).

(d) In connection with the execution of one or more Mortgages, upon the request of the Company, the City agrees to execute such documents as shall be reasonably requested by a Lender and which are usual and customary in connection with the closing of the financing or refinancing pursuant to the Mortgage, *provided that* the City shall not be required to undertake any duties or payment obligations under such documents and shall make only such representations as it deems appropriate in its sole discretion. The Company agrees to reimburse the City for any and all costs and expenses incurred by the City pursuant to this Section, including reasonable attorneys' fees and expenses, in complying with such request.

(e) This Lease is subject to any Mortgage executed or consented to by the Company.

(f) Notwithstanding anything contained to the contrary in this Lease, (a) the Company shall have the right to assign this Lease and any subleases to a Lender or to the designee or nominee of a Lender, without the consent of the City, and (b) if a Lender or its designee or nominee shall acquire ownership of the leasehold estate, either following foreclosure of the applicable Mortgage or in liquidation of the indebtedness and in lieu of foreclosure thereof, said Lender or its designee or nominee shall have the further right to further assign this Lease and any subleases and any purchase money mortgage accepted in connection therewith, without the consent of the City and such assignee shall enjoy all rights, powers and privileges granted herein to said Lender; provided, however, that such Lender or its assignee or nominee, or their assignee or nominee, shall assume in writing all rights, duties and obligations of the Company under this Lease.

(g) During the term of any Mortgage, the following provisions shall apply:

(i) this Lease may not be modified, amended, canceled or surrendered by agreement between the City and the Company, without the prior written consent of the applicable Lender;

(ii) if this Lease shall terminate prior to the expiration of the Lease Term, the City shall enter into a new lease for the Project with the applicable Lender or its designee or nominee, for the remainder of the Lease Term, effective as of the date of such termination, at the same rent and upon the same terms, covenants and conditions contained herein, except that such new lease shall not guarantee possession of the Project to the new tenant as against the Company and/or anyone claiming under the Company, and the City, simultaneously with the execution and delivery of such new lease, shall turn over to the new tenant all monies, if any, then held by the City under the Lease on behalf of the Company, on condition that:

(A) The applicable Lender shall make written request for such new lease within thirty (30) days after the date of such termination, and

(B) on the commencement date of the term of the new lease, the applicable Lender shall cure all defaults of the Company under the Lease (susceptible of being cured by such Lender) which remain uncured on that date, and shall pay or cause to be paid all unpaid sums which at such time would have been payable under this Lease but for such termination, and shall pay or cause to be paid to the City on that date all fees, costs, charges and expenses, including, without limitation, reasonable counsel fees, court costs and disbursements, incurred by the City or the Trustee in connection

with any such default and termination as well as in connection with the execution and delivery of such new lease;

(iii) if a Lender or its designee or nominee shall become the owner of this Lease either following foreclosure of a Mortgage or in liquidation of the indebtedness and in lieu of foreclosure thereof and said Lender or its designee or nominee shall have assigned this Lease, said Lender or its designee or nominee so assigning shall be released from all liability accruing from and after the date of such assignment.

(h) The City agrees that any requested consent or signature of the City to any Mortgage under this Section (including any related document, including but not limited to documents subordinating the City's fee interest in the Project Site or any portion thereof to a Mortgage) may be given by the City Administrator, in his or her discretion, without further approval of the City Council. The City agrees that if a Mortgage on the fee interest in the Project Site is granted that this Lease shall be subject to, and subordinate to, any such Mortgage and that the Lender will not be required to grant any rights of nondisturbance with respect to this Lease.

Section 10.5. Indemnification of City and Trustee. The Company shall indemnify and save and hold harmless the City and the Trustee and their governing body members, officers, agents and employees (collectively, the "Indemnified Parties") from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, by or on behalf of any person, firm or corporation arising from the issuance of the Bonds and the execution of this Lease, the Indenture or any other documents entered into in connection with the Bonds and from the conduct or management of, or from any work or thing done in or on the Project during the Lease

Term, and against and from all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising during the Lease Term from (a) any condition of the Project, (b) any breach or default on the part of the Company in the performance of any of its obligations under this Lease or any related document, (c) any contract entered into by the Company in connection with the purchase, construction, extension or improvement of the Project, (d) any act of negligence of the Company or of any of its agents, contractors, servants, employees or licensees, (e) any liability of an Indemnified Party resulting from a failure to comply with Section 107.170 of the Revised Statues of Missouri, as amended, with respect to the Project, (f) unless the Company has been released from liability pursuant to **Section 13.1**, any act of negligence of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company, (g) obtaining any applicable state and local sales and use tax exemptions for materials or goods that become part of the Project, and (h) any claim relating to the presence on, escape or removal from the Project during the term of the Lease of any hazardous substance or other material regulated by any applicable Environmental Law, or compliance with any applicable Environmental Law, whether such claim arises before, during or after the term of this Lease, including claims relating to personal injury or damage to property; provided, however, the indemnification contained in this **Section 10.5** shall not extend to (i) the City if such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of work being performed at the Project by employees of the City or the result of negligence or willful misconduct by the City (except in the case of failure to comply with Section 107.170), or (ii) the Trustee if such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of the negligence or willful misconduct of the Trustee or (iii) the City for any claim relating to the failure of such party to perform its obligations under this Lease or the Indenture. Upon notice from the City or the Trustee, the Company shall defend them or either of them in any

such action or proceeding. This **Section 10.5** shall survive any termination of this Lease or the satisfaction and discharge of the Indenture.

In case any action shall be brought against one or more of the Indemnified Parties based upon the foregoing indemnification and in respect of which indemnity may be sought against the Company, the Indemnified Parties shall promptly notify the Company in writing and the Company shall promptly assume the defense thereof, including the employment of counsel satisfactory to the Indemnified Parties, the payment of all reasonable expenses and the right to negotiate and consent to settlement. If the Company shall have wrongfully failed to assume the defense of such action, the reasonable fees and expenses of counsel retained by the Indemnified Party shall be paid by the Company. If any of the Indemnified Parties is advised by counsel retained by the Company to defend such action that there may be legal defenses available to it which are adverse to or in conflict with those available to the Company or any other Indemnified Party, and that the defense of such Indemnified Party should be handled by separate counsel, the Company shall not have the right to assume the defense of such Indemnified Party, but shall be responsible for the reasonable fees and expenses of counsel retained by such Indemnified Party in assuming its own defense. Any one or more of the Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but except as otherwise set forth in this Section, the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Indemnified Parties unless employment of such counsel has been specifically authorized by the Company. The Company shall not be liable for any settlement of any such action effected without its consent by any of the Indemnified Parties, but if settled with the consent of the Company or if there be a final judgment for the plaintiff in any such action against the Company or any of the Indemnified Parties, with or without the consent of the Company, the provided that the

Company was given prompt written notice and the ability to assume the defense thereof as required by this paragraph, the Company agrees to indemnify and hold harmless the Indemnified Parties to the extent provided herein.

Section 10.6. Depreciation, Investment Tax Credit and Other Tax Benefits. The City agrees that any depreciation, investment tax credit or any other tax benefits with respect to the Project or any part thereof shall be made available to the Company, and the City will fully cooperate with the Company in any effort by the Company to avail itself of any such depreciation, investment tax credit or other tax benefits.

Section 10.7. Company to Maintain its Corporate Existence. The Company agrees that until the Bonds are paid or payment is provided for in accordance with the terms of the Indenture, it will maintain its corporate existence, and will not dissolve or otherwise dispose of all or substantially all of its assets; provided, however, that the Company may, without violating the agreement contained in this Section, consolidate with or merge into another domestic corporation (i.e., a corporation incorporated and existing under the laws of one of the states of the United States) or permit one or more other domestic corporations to consolidate with or merge into it, or may sell or otherwise transfer to another domestic corporation all or substantially all of its assets as an entirety and thereafter dissolve, provided, the surviving, resulting or transferee corporation either (A) becomes, in connection with the consolidation, merger or sale of assets becomes the Owner of 100% in principal amount of the Bonds outstanding and expressly assumes in writing all of the obligations of the Company contained in this Lease, or (B) if not the Owner of 100% in principal amount of the Bonds outstanding, expressly assumes in writing all the obligations of the Company contained in this Lease; and, further provided, that if not the Owner of 100% in principal

amount of the Bonds outstanding, the surviving, resulting or transferee corporation, as the case may be, has a consolidated net worth (after giving effect to said consolidation, merger or transfer) at least (i) equal to or greater than that of the Company immediately prior to said consolidation, merger or transfer, or (ii) $50,000,000. The term "net worth," as used in this Section, shall mean the difference obtained by subtracting total liabilities (not including as a liability any capital or surplus item) from total assets of the Company and all of its subsidiaries. In any such consolidation, merger or transfer the Company shall comply with the provisions of **Section 13.1** hereof to the extent applicable.

Section 10.8. Security Interests. At the written request of the Owner of the Bonds, the City and the Company agree to enter into all instruments (including financing statements and statements of continuation) necessary for perfection of and continuance of the perfection of the security interests of the City and the Trustee in the Project. Upon the written instructions of the Owner of the Bonds, the Trustee, at the Company's expense, shall file all instruments the Owner of the Bonds shall deem necessary to be filed. The Trustee shall, pursuant to **Section 805** of the Indenture, file continuation statements of originally filed financing statements for so long as the Bonds shall be Outstanding provided a copy of such originally financing statements is timely delivered to the Trustee. The City and the Company shall cooperate with the Trustee in this regard by executing such continuation statements and providing such information as the Trustee may require to renew such liens.

ARTICLE XI

OPTION AND OBLIGATION TO PURCHASE THE PROJECT

Section 11.1. Option to Purchase the Project. The Company shall have, and is hereby granted, the option to purchase the Project at any time, upon payment in full of all Bonds then outstanding or provision for their payment having been made pursuant to **Article XIII** of the Indenture. To exercise such option the Company shall give written notice to the City and to the Trustee, and shall specify therein the date of closing such purchase, which date shall be not less than 15 nor more than 90 days from the date such notice is mailed, and in case of a redemption of the Bonds in accordance with the provisions of the Indenture, the Company shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption. Such notice may be waived by the City and the Trustee in their discretion. Notwithstanding the forgoing, if the City or the Trustee provides notice of its intent to exercise its remedies hereunder (a "Remedies Notice"), the Company shall be deemed to have exercised its repurchase option under this Section on the 29th day following the issuance of the Remedies Notice without any further action by the Company; provided said notice has not been rescinded by such date (such option to take place on the 29th day following the issuance of the Remedies Notice). The Company may rescind such exercise by providing written notice to the City and the Trustee on or prior to the 29th day and by taking such action as may be required to cure the default that led to the giving of the Remedies Notice. The purchase price payable by the Company in the event of its exercise of the option granted in this Section shall be the sum of the following:

(a) an amount of money which, when added to the amount then on deposit in the Bond Fund, will be sufficient to redeem all the then outstanding

Bonds on the earliest redemption date next succeeding the closing date, including, without limitation, principal and interest to accrue to said redemption date and redemption expense; plus

(b) an amount of money equal to the Trustee's reasonable fees, charges and expenses under the Indenture accrued and to accrue until such redemption of the Bonds; plus

(c) an amount of money equal to all PILOT Payments and other payments due and payable pursuant to **Article VI** hereof through the end of the calendar year in which the date of purchase occurs; plus

(d) the sum of $100.00.

At its option, to be exercised at least 5 days prior to the date of closing such purchase, the Company may deliver to the Trustee for cancellation Bonds not previously paid, and the Company shall receive a credit against the purchase price payable by the Company in an amount equal to 100% of the principal amount of the Bonds so delivered for cancellation, plus the accrued interest thereon.

Section 11.2. Conveyance of the Project. At the closing of the purchase of the Project pursuant to this Article, the City will upon receipt of the purchase price deliver to the Company the following:

(a) If the Indenture shall not at the time have been satisfied in full, a release from the Trustee of the Project from the lien and/or security interest of

the Indenture and this Lease and appropriate termination of financing statements as required under the Uniform Commercial Code; and

(b) Documents, including without limitation a deed as to the Project Site, conveying to the Company legal title to the Project, as it then exists, in recordable form, subject to the following: (i) those liens and encumbrances, if any, to which title to the Project was subject when conveyed to the City (such that the City shall not have placed any mortgage, deed of trust, or any other similar instrument upon the Project without the prior written consent of the Company); (ii) those liens and encumbrances created by the Company or to the creation or suffering of which the Company consented; (iii) those liens and encumbrances resulting from the failure of the Company to perform or observe any of the agreements on its part contained in this Lease; (iv) Permitted Encumbrances other than the Indenture and this Lease; and (v) if the Project or any part thereof is being condemned, the rights and title of any condemning authority.

Any deed of trust, mortgage, or any other similar instrument placed upon the Project by the City without the prior written consent of the Company shall be removed prior to conveyance of the Project to the Company.

Section 11.3. Relative Position of Option and Indenture. The options and obligation to purchase the Project granted to the Company in this Article shall be and remain prior and superior to the Indenture and may be exercised whether or not the Company is in default under this Lease, provided that such default will not result in nonfulfillment of any condition to the exercise of any such option and further provided that all options herein granted shall terminate upon the termination of this Lease.

Section 11.4. Obligation to Purchase the Project.

(a) As additional consideration for the Company's use of the Project, the Company hereby agrees to purchase, and the City hereby agrees to sell, the Project upon the occurrence of (a) the expiration of the Lease Term following full payment of the Bonds or provision for payment thereof having been made in accordance with the provisions of the Indenture, and (b) the final payments due under **Article VI** of this Lease. The amount of the purchase price under this Section shall be $100 plus an amount sufficient to redeem all the then Outstanding Bonds, plus accrued interest and the reasonable fees and expenses of the City and the Trustee.

(b) If the Abatement Period ends prior to **2053**, the Company shall exercise the option to purchase the Project under **Section 11.1** of this Lease in December of the final year of the Abatement Period.

(c) If the Company fails to complete the purchase of the Project at the time required by this Section, the City is specifically authorized to convey the Project back to the Company with or without terminating this Lease and, in such case, may unilaterally terminate this Lease by an instrument signed by the City alone.

ARTICLE XII

DEFAULTS AND REMEDIES

Section 12.1. Events of Default. If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an "Event of Default" or "default" under this Lease:

(a) Default in the due and punctual payment of Basic Rent for a period of 5 days following written notice to the Company by the City or the Trustee; or

(b) Default in the due and punctual payment of Additional Rent for a period of 30 days following written notice to the Company by the City or the Trustee or the Owners of 25% in aggregate principal amount of all Bonds Outstanding; or

(c) Default in the due observance or performance of any other covenant, agreement, obligation or provision of this Lease on the Company's part to be observed or performed, and such default shall continue for 30 days after the City or the Trustee or the Owners of 25% in aggregate principal amount of all Bonds Outstanding has given the Company written notice specifying such default (or such longer period as shall be reasonably required to cure such default provided that (1) the Company has commenced such cure within said 30-day period, and (2) the Company diligently prosecutes such cure to completion); or

(d) The Company: (1) admits in writing its inability to pay its debts as they become due; or (2) files a petition in bankruptcy or for reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code as now or in the future amended or any other similar present or future federal or state statute or regulation, or files a pleading asking for such relief; or (3) make an assignment for the benefit of creditors; or (4) consents to the appointment of a trustee, receiver or liquidator for all or a major portion of its property or fails to have the appointment of any trustee, receiver or liquidator made without the Company's consent or acquiescence, vacated or set

aside; or (5) is finally adjudicated as bankrupt or insolvent under any federal or state law; or (6) is subject to any proceeding, or suffers the entry of a final and non-appealable court order, under any federal or state law appointing a trustee, receiver or liquidator for all or a major part of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the Bankruptcy Code, as now or in the future amended, which order or proceeding, if not consented to by it, is not dismissed, vacated, denied, set aside or stayed within 90 days after the day of entry or commencement; or (7) suffers a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed, or is not released within 60 days after the final entry, or levy or after any contest is finally adjudicated or any stay is vacated or set aside; or

(e) the Company vacates, abandons, ceases operations, fails to occupy or is ejected from the Project Site or any material portion thereof, and the same remains uncared for or abandoned for a period of 90 days; unless the Project has been subject to a casualty and the Company is intending to rebuild the Project in accordance with **Section 9.1** hereof; or

(f) the Company, after completion of construction, operates or allows operation of any portion of the Project as other than a Permitted Facility for a period of 90 days; unless the Project has been subject to a casualty and the Company is intending to rebuild the Project.

With regard to any alleged default concerning which notice is given to the Company under the provisions of this Section, the City hereby grants the Company full

authority for account of the City to perform any covenant or obligation, the nonperformance of which is alleged in said notice to constitute a default, in the name and stead of the City, with full power to do any and all things and acts to the same extent that the City could do and perform any such things and acts in order to remedy such default.

Section 12.2. Remedies on Default. If any Event of Default referred to in **Section 12.1** hereof has occurred and continues beyond the period provided to cure, then the City may at the City's election (subject, however, to any restrictions against acceleration of the maturity of the Bonds or termination of this Lease in the Indenture), then or at any time thereafter, and while such default continues, take any one or more of the following actions:

(a) cause all amounts payable with respect to the Bonds for the remainder of the term of this Lease to become due and payable after giving ten (10) days prior written notice thereof to the Company, as provided in the Indenture; or

(b) give the Company written notice of the City's intention to terminate this Lease on a date specified therein, which date shall not be earlier than 30 days after such notice is given, and if all defaults have not then been cured, on the date so specified, the Owners shall tender or be deemed to have tendered the outstanding principal amount of the Bonds for cancellation with instruction that such tender is in lieu of payment in accordance with **Section 11.1** hereof and this Lease shall thereupon be terminated, and the City will promptly convey the Project in accordance with **Section 11.2** hereof.

Section 12.3. Survival of Obligations. The Company covenants and agrees with the City and Owners that those of its obligations under this Lease which by their nature require performance after the end of the term of this Lease, or which are expressly stated herein as intended to survive expiration or termination of this Lease, shall survive the cancellation and termination of this Lease, for any cause.

Section 12.4. Performance of the Company's Obligations by the City. If the Company shall fail to keep or perform any of its obligations as provided in this Lease in the making of any payment or performance of any obligation, then the City, or the Trustee in the City's name, may (but shall not be obligated so to do) upon the continuance of such failure on the Company's part for 30 days after written notice of such failure is given the Company by the City or the Trustee, and without waiving or releasing the Company from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and all reasonable sums so paid by the City or the Trustee and all incidental reasonable costs and expenses incurred by the City or the Trustee (including, without limitation, attorneys' fees and expenses) in performing such obligations shall be deemed Additional Rent and shall be paid to the City or the Trustee on demand, and if not so paid by the Company, the City or the Trustee shall have the same rights and remedies provided for in **Section 12.2** hereof in the case of default by the Company in the payment of Basic Rent.

Section 12.5. Rights and Remedies Cumulative. The rights and remedies reserved by the Trustee, the City and the Company hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Trustee, the City and the Company shall each be entitled to specific performance and injunctive or other

equitable relief for any breach or threatened breach of any of the provisions of this Lease, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity. Notwithstanding anything in this Section or elsewhere in this Lease to the contrary, the Company's option to purchase the Project as provided in **Article XI** shall not be terminated upon an Event of Default unless and until this Lease is terminated to the extent permitted pursuant to **Section 12.2(b)**.

Section 12.6. Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by the Company of any covenant, agreement or undertaking by the Company, the Trustee or the City may nevertheless accept from the Company any payment or payments hereunder without in any way waiving the Trustee or the City's right to exercise any of its rights and remedies provided for herein with respect to any such breach or breaches of the Company which were in existence at the time such payment or payments were accepted by the Trustee or the City.

Section 12.7. Trustee's Exercise of the City's Remedies. Whenever any Event of Default shall have occurred and be continuing (except with respect to the Unassigned Rights), the Trustee may, but except as otherwise provided in the Indenture shall not be obliged to, exercise any or all of the rights of the City under this Article, upon notice as required of the City unless the City has already given the required notice. In addition, the Trustee shall have available to it all of the remedies prescribed by the Indenture.

ARTICLE XIII

ASSIGNMENT AND SUBLEASE

Section 13.1. Assignment; Sublease.

(a) Subject to subsection (c), below, the Company may assign, transfer, encumber or dispose of this Lease or any interest therein or part thereof for any lawful purpose under the Act. With respect to any assignment, the Company shall comply with the following conditions:

(1) Such assignment shall be in writing, duly executed and acknowledged by the assignor and in proper form for recording;

(2) Such assignment shall include the entire then unexpired term of this Lease; and

(3) A duplicate original of such assignment shall be delivered to the City and the Trustee within 10 days after the execution thereof, together with an assumption agreement, duly executed and acknowledged by the assignee in proper form for recording, by which the assignee shall assume all of the terms, covenants and conditions of this Lease on the part of the Company to be performed and observed.

(b) Without the consent of the City, the Company shall have the right to sublet all or any part of the Project to a single entity for any lawful purpose under the Act. The Company shall, within 10 days after the delivery thereof, furnish or cause to be

furnished to the City and the Trustee a true and correct copy of each such sublease. Any complying sublease may provide, at the Company's option, that the City's consent shall not be required in respect of any further subletting thereunder if such further subletting is for a similar purpose as the original sublease and is for a purpose permissible under the Act. Notwithstanding the foregoing, the Company may, in the ordinary course of its business, and without the prior approval of, or notice to, the City, enter into leases or subleases with one or more end users for the various parcels, units or space within the Project to be used for purposes commonly associated with the use of a Permitted Facility. For any sublease requiring consent of the City, such consent shall not be unreasonably withheld, conditioned or delayed, provided that the City may require that any sublessee for which consent is required demonstrate to the City's reasonable satisfaction that it has sufficient financial, management, property ownership and operation capabilities, and that it is interested in the long-term viability of the portion of the Project to be subleased.

If for any reason this Lease and the leasehold estate of the Company hereunder is terminated by the City by summary proceedings or otherwise in accordance with the terms of this Lease, the City covenants and agrees that such termination of this Lease shall not result in a termination of any sublease affecting the Project or any part or parts thereof and that they shall all continue for the duration of their respective terms and any extensions thereof as a direct lease between the City hereunder and the sublessee thereunder, with the same force and effect as if the City hereunder had originally entered into such sublease as landlord thereunder; provided that, the City shall have no liability for any loss associated with or any monetary obligation or other obligation of the landlord under any such sublease. Any such sublessee shall not be named or joined in any action or proceeding by the City under this Lease to recover possession of the

Project or for any other relief if such sublessee is not then in default under the terms of its sublease beyond any applicable grace period for curing the same.

(c) For any assignment of this Lease (except as otherwise allowed under **Section 10.4** with respect to a Lender and/or Mortgage), the Company shall obtain the prior written consent of the City, to be given in the sole discretion of the City.

(d) Any assignee of all the rights of the Company shall agree to be bound by the terms of this Lease and any other documents related to the issuance of the Bonds. Upon such assignment of all the rights of the Company and agreement by the assignee to be bound by the terms of this Lease and any other documents related to the Bonds, the Company shall be released from and have no further obligations under this Lease or any agreement related to the issuance of the Bonds.

(e) The City agrees that any requested consent or signature of the City to any sublease or assignment under this Article, including any related document, may be given by the City Administrator, in his or her discretion, without further approval of the City Council.

Section 13.2. Assignment of Revenues by City. The City shall assign and pledge any rents, revenues and receipts receivable under this Lease, to the Trustee pursuant to the Indenture as security for payment of the principal of, interest and premium, if any, on the Bonds and the Company hereby consents to such pledge and assignment. The City and the Company recognize that the Trustee is a third party creditor beneficiary of this Lease.

Section 13.3. Prohibition Against Fee Mortgage of Project. Except as otherwise set forth in Section 10.4, the City shall not mortgage its fee interest in the Project, but may assign its interest in and pledge any moneys receivable under this Lease to the Trustee pursuant to the Indenture as security for payment of the principal of and interest on the Bonds.

Section 13.4. Restrictions on Sale or Encumbrance of Project by City. During this Lease Term, the City agrees that, except to secure the Bonds to be issued pursuant to the Indenture, it will not sell, assign, encumber, transfer or convey the Project or any interest therein, but may assign its interest in and pledge any moneys receivable under this Lease to the Trustee pursuant to the Indenture as security for payment of the principal of and interest on the Bonds.

ARTICLE XIV

AMENDMENTS, CHANGES AND MODIFICATIONS

Section 14.1. Amendments, Changes and Modifications. Except as otherwise provided in this Lease or in the Indenture, subsequent to the issuance of Bonds and prior to the payment in full of the Bonds (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), this Lease may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the Trustee, given in accordance with the provisions of the Indenture.

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 15.1. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be governed by **Section 1403** of the Indenture.

Section 15.2. City Shall Not Unreasonably Withhold Consents and Approvals. Wherever in this Lease it is provided that the City shall, may or must give its approval or consent, or execute supplemental agreements or schedules, unless stated that such matter is in the City's sole discretion, the City shall not unreasonably, arbitrarily or unnecessarily withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements or schedules; provided, however, that nothing in this Lease shall be interpreted to affect the City's rights to approve or deny any additional project or matter unrelated to the Project subject to zoning, building permit or other regulatory approvals by the City.

Section 15.3. Net Lease. The parties hereto agree (a) that this Lease shall be deemed and construed to be a net lease, (b) that the payments of Basic Rent are designed to provide the City and the Trustee funds adequate in amount to pay all principal of and interest accruing on the Bonds as the same become due and payable, (c) that to the extent that the payments of Basic Rent are not sufficient to provide the City and the Trustee with funds sufficient for the purposes aforesaid, the Company shall be obligated to pay, and it does hereby covenant and agree to pay, upon demand therefor, as Additional Rent, such further sums of money, in cash, as may from time to time be required for such purposes, and (d) that if after the principal of and interest on

the Bonds and all costs incident to the payment of the Bonds (including the fees and expenses of the City and the Trustee) have been paid in full the Trustee or the City holds unexpended funds received in accordance with the terms hereof such unexpended funds shall, after payment therefrom of all sums then due and owing by the Company under the terms of this Lease, and except as otherwise provided in this Lease and the Indenture, become the absolute property of and be paid over forthwith to the Company.

Section 15.4. Limitation on Liability of City. No provision, covenant or agreement contained in this Lease, the Indenture or the Bonds, or any obligation herein or therein imposed upon the City, or the breach thereof, shall constitute or give rise to or impose upon the City a pecuniary liability or a charge upon the general credit or taxing powers of the City or the State of Missouri.

Section 15.5. Governing Law. This Lease shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 15.6. Binding Effect. This Lease shall be binding upon and shall inure to the benefit of the City and the Company and their respective successors and assigns. Any Lender shall be a third party beneficiary of any provisions contained herein granting rights to any such Lender.

Section 15.7. Severability. If for any reason any provision of this Lease shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 15.8. Execution in Counterparts. This Lease may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 15.9. Electronic Storage. The parties hereto agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 15.10. Satisfaction of the Company's Obligations. Any obligation of the Company under this Lease, including, but not limited to, the obligations of the Company to pay Basic Rent, Additional Rent and to maintain insurance as required herein, may be performed by a member of the Company, and such performance by a member of the Company shall be treated as though the obligation were performed by the Company.

Section 15.11 Complete Agreement. THE COMPANY AND THE CITY UNDERSTAND THAT ORAL OR UNEXECUTED AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT THE COMPANY AND THE CITY FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS THE COMPANY AND THE CITY REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS LEASE, WHICH ARE THE COMPLETE AND EXCLUSIVE STATEMENTS OF THE AGREEMENT BETWEEN THE COMPANY AND THE CITY, EXCEPT AS THE COMPANY AND THE CITY MAY LATER AGREE IN WRITING TO MODIFY THIS LEASE.

Section 15.12. Employee Verification. The Company will comply with and satisfy the requirements of Section 285.530.2, RSMo., as amended, which requires (1) any business entity receiving tax abatement to, by sworn affidavit and provision of documentation, annually affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the business entity receiving tax abatement, and (2) every such business entity to annually sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the entity receiving tax abatement. The Company shall provide such affidavits and documentation to the City on or before December 1 of each year during the term of this Lease, beginning December 1, 2026, and also upon execution of this Lease.

[Remainder of this page intentionally left blank]

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

CITY OF BLUE SPRINGS, MISSOURI

[SEAL]

By: _____

Name: Chris Lievsay

Title: Mayor

ATTEST:

By: _____

Name: Erin Ford

Title: City Clerk

Lease Agreement

Blue Springs (Adams Dairy Parkway Apartment Project)

Series 2026

GRIFFIN RILEY PROPERTY GROUP, LLC,

a Missouri limited liability company

By:_____

Name:

Title: Authorized Representative

Lease Agreement

Blue Springs (Adams Dairy Parkway Apartment Project)

Series 2026

EXHIBIT A

PROJECT SITE

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

[**INSERT LEGAL DESCRIPTION**]

EXHIBIT B

PROJECT IMPROVEMENTS

The Project Improvements consist of the following, to the extent paid for in whole with Bond proceeds:

Approximately 252 residential units across 5 buildings. The Project will include parking lot improvements, tuck-under and covered parking spaces, a clubhouse, sport courts and a play area, an outdoor pool, and a dog park.

EXHIBIT C

FORM OF REQUISITION CERTIFICATE

Requisition No. _____

Date: _____

REQUISITION CERTIFICATE

TO: UMB BANK, N.A., AS TRUSTEE UNDER A TRUST INDENTURE DATED AS OF [AS OF DATE], 2026, BETWEEN CITY OF BLUE SPRINGS, MISSOURI, AND THE TRUSTEE, AND THE LEASE AGREEMENT DATED AS OF [AS OF DATE], 2026, BETWEEN CITY OF BLUE SPRINGS, MISSOURI AND GRIFFIN RILEY PROPERTY GROUP, LLC.

The undersigned Authorized Company Representative hereby states and certifies that:

1. The total shown below is requested to pay for Project Costs (as defined in the Indenture) of the Project Improvements. The total amount of this requisition and all prior requisitions are as follows:

Date of Project Costs	***Amount Submitted in this Requisition***	***Requisitions Submitted to Date (Including this Requisition)***

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

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

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

5. With respect to this disbursement, the undersigned (i) certifies it has reviewed any wire instructions set forth herein to confirm such wire instructions are accurate, and (ii) agrees it will not seek recourse from the Trustee as a result of losses incurred by it for making the disbursement in accordance with its instructions herein.

GRIFFIN RILEY PROPERTY GROUP, LLC

By: _____

Authorized Company Representative

SCHEDULE 1 TO REQUISITION CERTIFICATE

PROJECT COSTS

Payee and Address	Description	Amount

EXHIBIT D

FORM OF CERTIFICATE OF INSURANCE COMPLIANCE

The undersigned, being the Authorized Company Representative for Griffin Riley Property Group, LLC, as tenant (the "Company"), under a certain Lease Agreement dated as of [AS OF DATE], 2026, between the City of Blue Springs, Missouri (the "City"), and the Company (the "Lease"), and as beneficiary of the City's Taxable Industrial Development Revenue Bonds (Adams Dairy Parkway Apartment Project), Series 2026, issued pursuant to a certain Trust Indenture dated as of [AS OF DATE], 2026 (the "Indenture"), hereby certifies pursuant to Article VII of Lease:

1. All capitalized terms used in this Certificate and not otherwise defined herein shall have the meanings set forth in the Lease.

2. The policies of insurance required to in place pursuant to Article VII of the Lease are effective and the premiums with respect thereto have been paid in full as of the date set forth below. Such policies comply with the terms and provisions set forth in Article VII, and the Company is in compliance with the provisions of Article VII.

3. The undersigned will notify the Trustee 10 days prior to any cancellation or material change to such policies; the policies currently in effect have an expiration date of _____, 20___.

4. The Trustee may conclusively rely on this Certificate of Insurance Compliance without further investigation.

5. Attached hereto are insurance certificates showing compliance with the liability and casualty insurance requirements of Article VII of the Lease.

IN WITNESS WHEREOF, the undersigned Authorized Company Representative has signed this Certificate, and the statements of fact made in this Certificate are true and correct.

_____

Authorized Company Representative

Date: _____

ATTACHMENTS:

1. Liability insurance certificate(s)
2. Casualty insurance certificate(s)

Note: all insurance certificates must show the City and the Trustee as additional insureds.

APPENDIX I

PILOT PAYMENT PER UNIT TABLE

Abatement Year	***Dollars per Unit***
1	$136.47
2	136.47
3	140.56
4	140.56
5	144.78
6	281.19
7	289.63
8	289.63
9	298.32
10	298.32
11	588.00
12	588.00
13	605.64
14	605.64
15	623.81
16	623.81
17	642.52
18	642.52
19	661.80
20	661.80

21	950.27
22	950.27
23	978.78
24	978.78
25	1,008.14

See **Section 6.5** of the Lease for application of Dollars per Unit to calculate PILOT Payments.

$66,500,000

(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)

CITY OF BLUE SPRINGS, MISSOURI

TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS

(ADAMS DAIRY PARKWAY APARTMENT PROJECT)

SERIES 2026

DATED AS OF [AS OF DATE], 2026

BOND PURCHASE AGREEMENT

Mayor and City Council
Blue Springs, Missouri

Ladies and Gentlemen:

On the basis of the representations, and covenants and upon the terms and conditions contained in this Bond Purchase Agreement, Griffin Riley Property Group, LLC, a Missouri limited liability company (the "Purchaser"), offers to purchase from the City of Blue Springs, Missouri (the "City"), the above-referenced series of Taxable Industrial Development Revenue Bonds (the "Bonds"), to be issued by the City, under and pursuant to an ordinance passed by the governing body of the City on July 6, 2026 (the "Ordinance") and a Trust Indenture dated as of [AS OF DATE], 2026 (the "Indenture"), by and between the City and UMB Bank, N.A., Kansas City, Missouri, as trustee (the "Trustee"). Capitalized terms not otherwise defined herein shall have the meanings set forth in **Section 101** of the Indenture.

SECTION 1. REPRESENTATIONS AND AGREEMENTS

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

(1) The City is a constitutional charter city and municipal corporation duly organized and validly existing under the laws of the State of Missouri. The City is authorized under Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended, and its Charter to authorize, issue and deliver the Bonds and to consummate all transactions contemplated by this Bond Purchase Agreement, the Ordinance, the Indenture, the Lease and any and all other agreements relating thereto. The proceeds of the Bonds shall be used to finance the Project by the City on behalf of Griffin Riley Property Group, LLC, a Missouri limited liability company (the "Company"), and to pay for the costs incurred in connection with the issuance of the Bonds;

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

(3) Any certificate signed by an authorized representative of the City and delivered to the Purchaser shall be deemed a representation and warranty by the City to such party as to the statements made therein.

(b) The Purchaser represents as follows:

(1) The Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri and is authorized to conduct business in the State of Missouri;

(2) The execution, delivery and performance of this Bond Purchase Agreement by the Purchaser has been duly authorized by all necessary action of the Purchaser and does not and will not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under, its organizational documents, or to the best of Purchaser's knowledge, any law, court or administrative regulation, decree or order applicable to or binding upon the Purchaser, or, to the best of its knowledge, any agreement, indenture, mortgage, lease or instrument to which the Purchaser is a party or by which it is bound;

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

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

SECTION 2. PURCHASE, SALE AND DELIVERY OF THE BONDS

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

The Bonds shall be sold to the Purchaser by the City on the Closing Date (hereinafter defined) upon payment of an amount equal to the Closing Price (hereinafter defined) for the Bonds, which amount shall be deposited in the Project Fund as provided in **Section 502** of the Indenture and shall thereafter on the Closing Date immediately be applied to the payment of Project Costs as provided in **Section 4.4** of the Lease. From time to time after the Closing Date as additional Project Costs are incurred, the Purchaser may make additional payments with respect to the Bonds ("Additional Payments") to the Trustee, which Additional Payments shall be deposited in the Project Fund and applied to the payment of Project Costs and the outstanding principal amount of the Bonds shall increase by each such Additional Payment; provided that the sum of the Closing Price and all such Additional Payments for the Bonds shall not, in the aggregate, exceed $66,500,000.

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 Bonds shall be issued under and secured as provided in the Ordinance, the Indenture and the Lease authorized thereby and the Bonds shall have the maturity, interest rate and shall be subject to redemption as set forth therein. The delivery of the

Bonds shall be made in definitive form as a fully registered bond in the maximum aggregate principal denomination of $66,500,000; provided, that the principal amount of the Bonds outstanding at any time shall be that amount recorded in the official bond registration records of the Trustee and further provided that interest shall be payable on the Bonds only on the outstanding principal amount of the Bonds, as more fully provided in the Indenture.

The Company agrees to indemnify and hold harmless the City, the Trustee, and any member, officer, official or employee of the City or of the Trustee and any person controlling the Trustee within the meaning of Section 15 of the Securities Act of 1933, as amended (collectively, the "Indemnified Parties"), against any and all losses, claims, damages, liabilities or expenses whatsoever to the extent caused by any violation by the Company of, or failure by the Company to comply with, any federal or state securities laws in connection with the Bonds; provided, however, the indemnification contained in this paragraph shall not extend to such Indemnified Party if such loss, claim, damage, liability or expense is (a) the result of the Indemnified Party's negligence or willful misconduct, or (b) the Indemnified Party is not following the written instructions of the Owner of the Bonds.

In case any action shall be brought against one or more of the Indemnified Parties based upon the foregoing indemnification and in respect of which indemnity may be sought against the Company, the Indemnified Parties shall promptly notify the Company in writing and the Company shall promptly assume the defense thereof, including the employment of counsel, the payment of all expenses and the right to negotiate and consent to settlement. Any one or more of the Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of

such Indemnified Party or Indemnified Parties unless employment of such counsel has been specifically authorized by the Company. The Company shall not be liable for any settlement of any such action effected without its consent by any of the Indemnified Parties, but if settled with the consent of the Company or if there be a final judgment for the plaintiff in any such action against the Company or any of the Indemnified Parties, with or without the consent of the Company, then provided that the Company was given prompt written notice and the ability to assume the defense thereof as required by this paragraph, the Company agrees to indemnify and hold harmless the Indemnified Parties to the extent provided herein.

SECTION 3. CONDITIONS TO THE PURCHASER'S OBLIGATIONS

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

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

(b) The City shall confirm on the Closing Date by a certificate that at and as of the Closing Date the City has taken all action necessary to issue the Bonds and that there is no controversy, suit or other proceeding of any kind

pending or threatened wherein any question is raised affecting in any way the legal organization of the City or the legality of any official act shown to have been done in the transcript of proceedings leading up to the issuance of the Bonds, or the constitutionality or validity of the indebtedness represented by the Bonds or the validity of the Bonds or any proceedings in relation to the issuance or sale thereof;

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

(d) Receipt by the Purchaser and the Company of an approving opinion from Gilmore & Bell, P.C., in form and substance satisfactory to the Purchaser and the Company.

SECTION 4. THE PURCHASER'S RIGHT TO CANCEL

The Purchaser shall have the right to cancel its obligation hereunder to purchase the Bonds by notifying the City in writing of its election to make such cancellation at any time prior to the Closing Date.

SECTION 5. CONDITIONS OF OBLIGATIONS

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

SECTION 6. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY

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

SECTION 7. PAYMENT OF EXPENSES

The Company shall pay all reasonable expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Bonds.

SECTION 8. NOTICE

Any notice or other communication to be given to the City under this Agreement may be given by mailing or delivering the same in writing to the address of the City as provided in the Indenture for notices to the City required thereunder; any notice or

other communication to be given to the Purchaser or the Company under this Agreement may be given by delivering the same in writing to the address of the Company as provided in the Indenture for notices to the Company thereunder.

SECTION 9. APPLICABLE LAW; ASSIGNABILITY

This Bond Purchase Agreement shall be governed by the laws of the State of Missouri and may be assigned by the Purchaser to any party to which the Lease is assigned, or otherwise may be assigned with the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

SECTION 10. EXECUTION OF COUNTERPARTS; ELECTRONIC STORAGE

This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of this page intentionally left blank]

Very truly yours,

GRIFFIN RILEY PROPERTY GROUP, LLC,

a Missouri limited liability company,

as Purchaser and Company

By:_____

Name:

Title: Authorized Representative

Accepted and Agreed to:

CITY OF BLUE SPRINGS, MISSOURI

[SEAL]

By: _____

Name: Chris Lievsay

Title: Mayor

ATTEST:

By: _____

Name: Erin Ford

Title: City Clerk

Introduced by Councilmember _____ BILL 5410

(RZ-02-26-9822 & PDC-02-26-9823) ORDINANCE_____

AN ORDINANCE REZONING PROPERTY FROM "AG/RE" (AGRICULTURE/RESIDENTIAL ESTATE) TO "PD/MU" (PLANNED DEVELOPMENT-MIXED USE) AND APPROVING A PLANNED DEVELOPMENT CONCEPT PLAN FOR "ICONIC BLUE SPRINGS"

WHEREAS, proper application having been made for Rezoning and Planned Development (PD) Concept Plan of property hereinafter described; and

WHEREAS, after review of the PD Concept Plan with respect to such issues as density, impacting surrounding areas, and adequacy of facilities and services, basic parameters are established for the development of the PD project; and

WHEREAS, in accordance with Title IV, Unified Development Code for the Municipal Code of the City of Blue Springs, Missouri, said application was referred to Planning Commission for report and recommendation, and a public hearing was held May 26, 2026, which Commission, after said hearing, recommended that the applications for Rezoning and PD Concept Plan be approved; and

WHEREAS, thereafter a public hearing was held by City Council on July 6, 2026; and

WHEREAS, in accordance with Title IV, Unified Development Code of the Municipal Code of the City of Blue Springs, Missouri, it was determined that the chance of zoning was appropriate at the location herein described; and WHEREAS, the City of Blue Springs, Missouri has regulated the development at this location by requiring that it be developed as a PD Concept Plan.

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

Section 1. That the following described tract of real estate is hereby rezoned from "RE/AG" (Residential Estate/Agriculture) to "PD-MU" (Planned Development-Mixed Used) The site is legally described as:

TRACT 1:

ALL THAT PART OF THE NORTH HALF OF SECTION 32, TOWNSHIP 49 NORTH, RANGE 30 WEST, IN THE CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 49 NORTH, RANGE 30 WEST; THENCE SOUTH 87 DEGREES 11 MINUTES 14 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32 A DISTANCE OF 1970.20 FEET TO A POINT ON THE CENTERLINE OF ADAMS DAIRY PARKWAY AS ESTABLISHED IN BOOK I2329 AT PAGE 1005; THENCE SOUTH 2 DEGREES 28 MINUTES 24 SECONDS WEST ALONG THE CENTERLINE OF SAID ADAMS DAIRY PARKWAY A DISTANCE OF 659.40 FEET TO A POINT ON THE WESTERN PROLONGATION OF THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32; THENCE SOUTH 87 DEGREES 13 MINUTES 40 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHEAST

QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32 AND SAID PROLONGATION A DISTANCE OF 57.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID ADAMS DAIRY PARKWAY, THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 87 DEGREES 13 MINUTES 40 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32 A DISTANCE OF 604.02 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 9 DEGREES 51 MINUTES 56 SECONDS EAST A DISTANCE OF 742.14 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 66.03 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32; THENCE NORTH 87 DEGREES 31 MINUTES 14 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTH 66.03 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32 A DISTANCE OF 155.70 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32; THENCE SOUTH 2 DEGREES 14 MINUTES 42 SECONDS WEST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32 A DISTANCE OF 372.80 FEET TO A POINT; THENCE SOUTH 69 DEGREES 40 MINUTES 50 SECONDS WEST A DISTANCE OF 563.09 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32; THENCE NORTH 87 DEGREES 18 MINUTES 30 SECONDS WEST ALONG THE

SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32 A DISTANCE OF 138.03 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 32; THENCE NORTH 2 DEGREES 16 MINUTES 15 SECONDS EAST ALONG THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 32 A DISTANCE OF 450.08 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID ADAMS DAIRY PARKWAY; THENCE NORTH 26 DEGREES 37 MINUTES 03 SECONDS EAST ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID ADAMS DAIRY PARKWAY A DISTANCE OF 29.95 FEET TO A POINT; THENCE NORTH 63 DEGREES 22 MINUTES 57 SECONDS WEST ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID ADAMS DAIRY PARKWAY A DISTANCE OF 13.55 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 32; THENCE NORTH 2 DEGREES 16 MINUTES 15 SECONDS EAST ALONG THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 32 A DISTANCE OF 311.65 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID ADAMS DAIRY PARKWAY; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE EAST RIGHT OF WAY LINE OF SAID ADAMS DAIRY PARKWAY AND ALONG A CURVE TO THE LEFT WHOSE INITIAL TANGENT BEARS NORTH 17 DEGREES 35 MINUTES 42 SECONDS EAST, HAVING A RADIUS OF 1489.40

FEET, THROUGH A CENTRAL ANGLE OF 15 DEGREES 07 MINUTES 18 SECONDS, AN ARC DISTANCE OF 393.09 FEET TO A POINT; THENCE NORTH 2 DEGREES 28 MINUTES 24 SECONDS EAST ALONG THE EAST RIGHT OF WAY LINE OF SAID ADAMS DAIRY PARKWAY A DISTANCE OF 135.41 FEET TO THE POINT OF BEGINNING.

TRACT 2:

A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 49 NORTH, RANGE 30 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BLUE SPRINGS, JACKSON COUNTY, MISSOURI, BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 32; THENCE SOUTH 87°20'43" EAST (DEED-S 89°55'41" E), ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, 1657.42 FEET; THENCE NORTH 02°39'17" EAST, 468.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF ADAMS DAIRY PARKWAY, AS NOW ESTABLISHED AND DESCRIBED IN BOOK I-2329 AT PAGE 1005, SAID POINT BEING ALSO THE TRUE POINT OF BEGINNING OF THE TRACT TO BE HEREIN DESCRIBED; THENCE NORTH 05°47'46" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 14.44 FEET; THENCE NORTHEASTERLY, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, ON A CURVE TO THE RIGHT, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 1375.40 FEET, A CENTRAL ANGLE OF 21°00'56", AND AN ARC DISTANCE

OF 504.48 FEET TO A POINT 57.00 FEET RIGHT OF CENTERLINE STATION 118+48.61; THENCE NORTH 26°48'42" EAST (DEED-N 24°13'44" E), ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 146.39 FEET TO A POINT 57.00 FEET RIGHT OF SAID CENTERLINE STATION 119+95.00; THENCE NORTH 71°48'42" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 35.36 FEET TO A POINT 82.00 FEET RIGHT OF SAID CENTERLINE STATION 120+20.00; THENCE SOUTH 63°11'18" EAST (DEED-S 65°46'16" E), 107.78 FEET (DEED-101.65') TO A POINT ON THE WEST LINE OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF SAID NORTHWEST QUARTER; THENCE SOUTH 02°15'56" WEST (DEED-S 00°38'06" E), ALONG SAID EAST LINE, 412.64 FEET (DEED-417.19') TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER; THENCE SOUTH 87°18'11" EAST (DEED-N 89°56'15" E), ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 138.09 FEET; THENCE SOUTH 69°41'36" WEST, 490.18 FEET TO THE POINT OF BEGINNING.

TRACT 3:

A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 49, RANGE 30, BLUE SPRINGS, JACKSON COUNTY, MISSOURI, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 02°14'21" EAST (DEED-N 0°35'00" W), ALONG THE EAST LINE OF SAID NORTHWEST

QUARTER, 658.86 FEET (DEED-658.88') TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER; THENCE NORTH 87°18'11" WEST (DEED-S 89°56'15" W), ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 658.09 FEET (DEED-657.85') TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 02°15'56" EAST (DEED-N 0°38'06" W), ALONG THE WEST LINE OF THE EAST ½ OF THE EAST ½ OF SAID NORTHWEST QUARTER, 478.60 FEET (DEED-483.32') TO THE TRUE POINT OF BEGINNING OF THE TRACT TO BE HEREIN DESCRIBED; THENCE NORTH 63°11'18" WEST (DEED-N 65°46'16" W), 80.37 FEET (DEED-73.85') TO A POINT 82.00 FEET RIGHT OF ADAMS DAIRY PARKWAY CENTERLINE STATION 120+80.00; THENCE NORTH 18°11'18" WEST (DEED-N 20°46'16" E), ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID ADAMS DAIRY PARKWAY, 35.36 FEET TO A POINT 57.00 FEET RIGHT OF CENTERLINE STATION 121+05.00; THENCE NORTH 26°48'42" EAST (DEED-N24°13'44" E), ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 25.36 FEET TO A POINT 57.00 FEET RIGHT OF SAID CENTERLINE STATION 121+30.36; THENCE NORTHEASTERLY, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, ON A CURVE TO THE LEFT, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 1489.40 FEET, A CENTRAL ANGLE OF 08°16'22", AN ARC DISTANCE OF 215.05 FEET TO ITS INTERSECTION WITH THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER; THENCE SOUTH

02°15'56" WEST (DEED-S 0°38'06" E), ALONG SAID WEST LINE, 290.96 FEET (DEED-263.39') TO THE TRUE POINT OF BEGINNING.

ABOVE DESCRIPTION IS CONTAINED IN THE CLTA GUARANTEE FORM NO. 28 - CONDITION OF TITLE ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NUMBER 1684085, HAVING AN EFFECTIVE DATE OF NOVEMBER 06, 2025, AS IT WAS COPIED VERBATIM FROM SAID TITLE COMMITMENT.

Section 2. That the above-described tract of real estate is hereby subject to the PD Concept Plan and Standards for Iconic Blue Springs

Section 3. No land covered within this PD Designation, or contained within the area described by Section 1 of this Ordinance, may be developed except in compliance with the Planned Development Concept Plan approved herein by the City of Blue Springs or hereinafter revised, and the requirements of said PD Concept Plan shall include any staff recommendations contained in the staff report and presented to the Planning Commission at it May 26, 2026, meeting and to the City Council meeting at is June 1, 2026 meeting, and approved by the City Council as conditions of development passage by this Ordinance and of this PD, and shall be deemed to include those conditions in addition to those contained in the UDC and in documents and drawings submitted to the Planning Commission and City Council and approved hereby, including the following conditions:

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

requirements or development standard contained in the UDC unless modified under the Planned Development Concept Plan:

a. The rear yard setback for Lot 2 shall be reduced from 20 feet to 10 feet.

b. The rear yard setback for Lot 5 shall be reduced from 20 feet to 5 feet.

c. Frontage Type shall be as indicated on the approved landscape plan within the PD Concept Plan.

d. Drive-through stacking requirements for Lot 2 shall be reduced from 8 to 5 spaces between the order box and drive-through entry, and from 4 to 3 spaces between the pickup window and order box.

e. Buffer requirements between commercial lots and the residential lot shall be removed.

f. The minimum 20-foot front setback on the residential portion of the development shall not apply to detached rear-facing garages.

g. Units per Floor: No maximum limit on units per floor, provided the overall unit density per square foot of building area remains consistent with the Planned Development Concept Plan.

h. Fencing and masonry columns shall be removed from the buffer requirements along Adams Dairy Parkway.

i. Concrete shall be added as an approved material for balconies and porches.

j. Vertical articulation shall be provided consistent with the architectural style reflected in the building elevations.

k. Shed roof forms shall be permitted for detached garages, provided they are consistent with the primary structures in terms of materials, scale, and architectural design.

l. TPO membrane roofing shall be added to the list of approved roofing materials.

2. Lot 3 south drive shall be a minimum 100′ from the Lot 2 north drive, shall be one-way right out only and angled as such with a maximum 20′ width. A "Do Not Enter" sign shall be installed indicating a one-way out exit.

3. All proposed buildings shall have an accessible ADA path to the ROW of Adams Dairy Parkway.

4. Signage shall be installed the Stream Buffer delineating it and indicating no disturbance allowed.

5. The southernmost fire access entrance shall not exceed a maximum grade of 10 percent, in compliance with applicable fire safety standards.

6. All public infrastructure shall be installed with easements or ROW. The City of Blue Springs Design and Construction Manual shall be followed

regarding design and construction specifications prior to Final Plat approval.

7. Provide a Final Drainage Study in accordance with the City of Blue Springs Design and Construction Manual and supplemental requirements, demonstrating runoff reductions for the 1-, 10-, and 100-year storm events. Detention and BMP facilities shall be designed and constructed in accordance with the approved Final Drainage Study. Any necessary site redesign due to the absence of a preliminary drainage study shall be the responsibility of the developer/engineer and may require an amendment to the PD Concept Plan. Following construction of detention facilities, submit a sealed certification letter from a Professional Engineer licensed in the State of Missouri verifying that the stormwater detention system was constructed in accordance with approved plans and functions as designed.

8. The project shall comply with the recommendations of the submitted Traffic Impact Study.

9. As-built drawings shall be provided prior to City acceptance of public infrastructure or prior to release of applicable performance securities, as determined by the City Engineer or the appropriate designee.

10. The traffic signal improvements at Adams Dairy Parkway and Napoleon Drive shall be designed, approved, and installed in accordance with City Standards prior to issuance of the first Certificate of Occupancy, unless otherwise approved by the City Engineer or the appropriate designee.

11. Developer shall coordinate with Public Works Department regarding proposed street lighting prior to Final Plat approval.

12. A permit from the Missouri Department of Natural Resources (MDNR) is required for land disturbance greater than one acre.

    a. As required by the MDNR land disturbance permit, a storm water pollution prevention plan (SWPPP) is also required to ensure maintenance, inspection, and flexibility for erosion control and storm water quality on the project during construction. The City of Blue Springs Engineering Division requires confirmation that the SWPPP has been prepared and the land disturbance permit has been acquired prior to beginning construction activities.

13. A maintenance bond will be required following infrastructure acceptance by the City and prior to Final Plat approval. The bond shall be in the amount equal to one-half (1/2) of the cost of construction, to guarantee against defects in construction for a period of two (2) years.

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

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

16. Parking lot landscaping shall be reasonably dispersed throughout off-street parking areas and will be reviewed during time of PD Final.

17. Prior to issuance of the first building permit, the off-site BMP/detention easement shall be approved by the City, executed by the property owner(s), and recorded with the County Recorder of Deeds.

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 6th day of July 2026.

CITY OF BLUE SPRINGS

_____

Chris Lievsay, Mayor

ATTEST:

_____

Erin Ford, City Clerk

1st Reading: _____

2nd Reading: _____

Introduced by Councilmember _____ BILL 5411

ORDINANCE_____

AN ORDINANCE APPROVING THE PETITION FOR ESTABLISHMENT OF THE ADAMS DAIRY PARKWAY COMMUNITY IMPROVEMENT DISTRICT AND ESTABLISHING THE DISTRICT FOR "ICONIC BLUE SPRINGS"

WHEREAS, Sections 67.1401 to 67.1571 RSMo, as amended (the "CID Act"), authorizes the governing body of any city, upon presentation of a proper petition requesting the formation and after a public hearing, to adopt an ordinance establishing a community improvement district; and

WHEREAS, the City of Blue Springs, Missouri (the "City") is a constitutional charter city and a political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, the property owners within the proposed community improvement district have filed with the Blue Springs City Clerk (the "City Clerk") a petition for the establishment of a community improvement district pursuant to the CID Act, entitled "Petition for Establishment of the Adams Dairy Parkway Community Improvement District" (the "Petition") which is attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, within ninety days of receipt, the City Clerk verified that the Petition substantially complies with the CID Act, submitted the verified Petition to the City Council and set a public hearing with all proper notice being given in accordance with the CID Act or other applicable law; and

WHEREAS, none of the signatures of the signers of the Petition were withdrawn within seven days after the Petition was filed with the City Clerk; and

WHEREAS, all the real property included in the Adams Dairy Parkway Community Improvement District (the "District") is entirely located within the City; and

WHEREAS, on July 6, 2026, the City Council held a public hearing at which all persons interested in the formation of the District were allowed an opportunity to speak; and

WHEREAS, the Petition to establish the District being fully heard before the City Council, the City Council now desires to approve the Petition, establish the District and take other actions related to establishment of the District; and

WHEREAS, the District is authorized under the CID Act to impose a district-wide sales tax (the "District Sales Tax") and to enter into a cooperative agreement for the administration of revenues of the District Sales Tax (the "District Sales Tax Revenues"); and

WHEREAS, the City Council hereby determines that it is in the best interests of the City to establish the District.

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

Section 1. All terms used in this Ordinance shall be construed as defined in the CID Act and the Petition.

Section 2. In accordance with the CID Act, within not to exceed 90 days of receipt of the Petition, the City Clerk has verified that the Petition substantially complies with all submission requirements of the CID Act.

Section 3. The Petition, a copy of which is attached hereto as **Exhibit A**, is hereby

approved and the District is hereby established within the City as a political subdivision of the State of Missouri. The District includes the contiguous tracts of real estate as described in the Petition and shown on the map set forth in the Petition.

Section 4. As set forth in the Petition, the District shall be governed by a board of directors consisting of five (5) members. The initial directors shall be the persons named in the Petition, and successor directors shall be appointed by the Mayor with the consent of the City Council.

Section 5. The District's Board of Directors shall have authority to establish a sales tax within the District as set forth in the Petition and in conformance with the CID Act.

Section 6. The District shall have and possess without limitation such powers authorized under the CID Act and as set forth or otherwise limited in the Petition.

Section 7. The District shall terminate twenty-seven (27) years after the effective date of this Ordinance, unless extended as provided in the CID Act and approved by the City Council.

Section 8. The City Clerk is hereby directed to prepare and file with the Missouri Department of Economic Development (the "Department") and the Missouri State Auditor the report specified in Section 67.1421.6 of the CID Act, substantially in the form provided by the Department.

Section 9. The City, the District and Griffin Riley Property Group LLC (the "Developer") shall enter into a cooperative agreement outlining their respective duties and obligations with respect to the administration, enforcement and operation of

the District Sales Tax and the use of the District Sales Tax Revenues. No payment or reimbursement of District costs and expenses shall occur and no disbursement of District revenues shall occur until a cooperative agreement is approved and executed by the City, the Developer and the District. Failure of the parties to enter into the cooperative agreement within six (6) months following the effective date of this Ordinance shall nullify and render void the approvals granted in this Ordinance upon such declaration by the City Council.

Section 10. City staff, the City's economic development counsel, and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments, and agreements or other documents as may be necessary, desirable, convenient, or proper to perform all matters authorized herein.

Section 11. It is hereby declared to be the intention of the City Council that each and every part of this Ordinance shall be separate and severable from each and every other part. In the event that any part of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts shall be in full force and effect.

Section 12. That this Ordinance shall be in full force and effect from and after its passage and approval.

Section 13. 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 6th day of July 2026.

CITY OF BLUE SPRINGS

_____

Chris Lievsay, Mayor

ATTEST:

_____

Erin Ford, City Clerk

1st Reading: _____

2nd Reading: _____

PETITION FOR ESTABLISHMENT OF THE

ADAMS DAIRY PARKWAY COMMUNITY IMPROVEMENT DISTRICT

CITY OF BLUE SPRINGS, MISSOURI

PETITION FOR THE CREATION OF THE
ADAMS DAIRY PARKWAY COMMUNITY IMPROVEMENT DISTRICT

To the Mayor and City Council of the City of Blue Springs, Missouri:

The undersigned real property owners (collectively, the "***Petitioner***"), pursuant to RSMo Section 67.1421, being the owners of:

(1) one hundred percent (100%) by assessed value of the real property; and

(2) one hundred percent (100%) per capita of all owners of real property

within the boundaries of the hereinafter described proposed community improvement district, does hereby petition and request that the City Council of the City of Blue Springs, Missouri create a community improvement district as described herein under the authority of Sections 67.1401 to 67.1571, RSMo (the "***CID Act***"). In support of this petition, the Petitioner sets forth the following information in compliance with the CID Act:

1. District Name. The name for the proposed community improvement district ("***CID***" or "***District***") is:

   The Adams Dairy Parkway Community Improvement District.

2. Legal Description and Map. A legal description and map generally depicting the boundaries of the proposed District are attached hereto as ***Exhibit A*** and ***Exhibit B***, respectively. The proposed district consists of 6.09 +/- acres of real property and existing public right of way and is located entirely within the City of Blue Springs, Missouri.

3. Five-Year Plan. A five-year plan as required by the CID Act is attached hereto as ***Exhibit C*** (the "***Five Year Plan***").

4. Form of District. The proposed district will be established as a political subdivision of the State of Missouri under the CID Act.

5. Board of Directors.

   a. Number. The District shall be governed by a Board of Directors (the "***Board***") consisting of five (5) members, whom shall be appointed in accordance with this petition.

   b. Qualifications. Each Member of the Board ("***Director***") shall meet the following requirements:

      (1) be at least 18 years of age;

      (2) be, and must declare to be, either an owner of real property within the District or an authorized representative of an Owner, an owner of a business operating within the District, or a registered voter residing within the District, as provided in the CID Act;

      (3) be and have been a resident of the State of Missouri for at least one year immediately preceding the date upon which he or she takes office in accordance with Article VII, Section 8 of the Missouri Constitution; and

(4) except for the initial directors named in this Petition, be appointed with consideration to a slate that is submitted to the Mayor as described in this Petition.

c. Initial Directors. The initial directors ("***Initial Directors***") and their respective terms shall be:

i. Riley Scott - Owner's Representative, four (4) year term

ii. Fred Delibero - Owner's Representative, four (4) year term

iii. Jake Loveless- Owner's Representative, two (2) year term

iv. Melissa Braun – City's Representative, two (2) year term

v. Lara Vermillion* – City's Representative, two (2) year term

If there are no registered voters residing in the District on the date this Petition is filed with the City Clerk, at least one Director must be a resident of Blue Springs, Missouri that is registered to vote, has no financial interest in any real property or business within the District, and is not related (second degree blood or marriage) to any owner of real estate or any business in the CID. The Director(s) identified with an "*" above satisfy such additional qualification requirements.

d. Terms. Initial Directors shall serve for the term set forth above. Each Successor Director shall serve a four (4) year term or until his/her successor is appointed in accordance with this Petition. If, for any reason, a Director cannot serve his/her term, the remaining Directors shall elect an Interim Director to fill the vacancy of the unexpired term.

Notwithstanding anything to the contrary herein, any Director's failure to meet the qualification requirements set forth above, either in a Director's individual capacity or in a Director's representative capacity, shall constitute cause for the Board to take appropriate action to remove said Director.

e. Successor Directors. Successor Directors shall be appointed by the Mayor with the consent of the City Council by motion or resolution. The Executive Director of the District may submit a proposed slate of successor directors to the City of Blue Springs, Missouri's City Clerk (the "***City Clerk***"), which slate may be comprised of any individuals that meet the above-listed criteria in the discretion of the Executive Director. Upon receipt of a slate of Successor Directors, the City Clerk shall promptly deliver the slate to the Mayor for consideration by the City Council. The slate shall serve as a non-binding recommendation of persons to be appointed by the Mayor.

6. Assessed Value. The total assessed value of all real property in the District (2025 valuation) is $804.48.

7. Blight Remediation and Public Purpose. Petitioner is not seeking a determination that the District is a blighted area under Section 67.1401.2(3) RSMo. of the CID Act.

8. Duration of District. The proposed length of time for the existence of the District is twenty-seven (27) years from the date upon which an ordinance is passed by the City Council establishing the District. The District may be terminated prior to the end of such term in accordance with the provisions of the CID Act and this Petition, and said term shall not be extended unless a new petition is submitted and approved pursuant to the terms of the CID Act.

9. Real Property and Business License Taxes. The District will not have the power to impose a real property tax levy or business license taxes.

10. Special Assessments. The District will not have the power to impose special assessments.

11. Sales and Use Tax. Qualified voters of the District may be asked to approve a sales and use tax of up to one percent (1%) ("***District Sales Tax***"), in accordance with the CID Act, to fund certain improvements within the District and/or to pay the costs of services provided by the District. Additional details about the District Sales Tax are set forth in the Five-Year Plan attached hereto as ***Exhibit C***.

12. Borrowing Limits. Petitioner does not seek limitations on the borrowing capacity of the District, but does not anticipate that the District will borrow funds.

13. Revenue Limits. Petitioner does not seek limitations on the revenue generation of the District.

14. Future Five Year Plans. The District shall submit future Five-Year Plans meeting the requirements of Section 1421.2(3)(d), RSMo (as amended or replaced from time to time) to the City for comment and review no earlier than one hundred eighty (180) days and no later than ninety (90) days prior to the expiration of each then-current Five-Year Plan.

15. Authority Limits. Petitioner does not seek limitations on the authority of the District, except as set forth in this Petition. The District will not fund any costs until a cooperative agreement is executed between the District, the City, and the developer of record for the project.

16. Right to Terminate. The property owners within the District shall have the right to petition the City Council to terminate the District at any time in accordance with the CID Act.

17. City Council Right to Audit. The City Council shall have the right to audit the books and records of the District at any time upon reasonable request.

18. **Revocation of Signatures. THE PETITIONER ACKNOWLEDGES THAT THE SIGNATURE OF THE SIGNER OF THIS PETITION MAY NOT BE WITHDRAWN FROM THIS PETITION LATER THAN SEVEN (7) DAYS AFTER THE FILING HEREOF WITH THE CITY CLERK.**

WHEREFORE, Petitioner respectfully requests that the City Council establish the requested Adams Dairy Parkway Community Improvement District in accordance with the information set forth in this Petition and that the Mayor appoint, and the City Council consent to, the proposed members for the Board of Directors as set forth in this Petition and take all other appropriate and necessary action that is consistent with the CID Act to establish the requested district.

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

EXECUTION PAGES FOR PETITION FOR THE CREATION OF THE ADAMS DAIRY PARKWAY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: CITY OF BLUE SPRINGS, MISSOURI

Owner's address: 903 West Main Street
Blue Springs, Missouri 64105
Attention: City Administrator

Owner's telephone number: (816) 228-0110

IF SIGNER IS DIFFERENT FROM OWNER:

Name of signer: Christine Cates

Title: City Administrator

Signer's telephone number: (816) 228-0110

Signer's mailing address: 903 West Main Street
Blue Springs, Missouri 64105

If owner is an individual: _____ Single _____ Married

If owner is not an individual, state what type of entity (Mark Applicable Box):

	Corporation		General Partnership
	Limited Partnership		Limited Liability Company
	Partnership		Urban Redevelopment Corporation
	Not-for-Profit Corporation	X	Other: Political Subdivision

Map and parcel number(s):

No.	Parcel Number	Acres	Assessed Value
1*	A portion of 36-820-01-02-01-0-00-000	4.58	$641.11
2*	A portion of 36-820-01-03-02-1-00-000	1.13	$152.37
3	All of 36-820-01-03-03-0-00-000	0.38	$11.00
	TOTAL**	**6.09**	**$804.48**

*The assessed value contained within the proposed District was calculated as a proportion of such parcel's overall assessed value against the estimated total acreage included within the proposed District.

**The total acreage of the proposed District also includes public right of way, which is listed within Exhibit A.

Total Assessed value: $804.48

BY EXECUTING THIS PETITION, THE UNDERSIGNED REPRESENTS AND WARRANTS THAT HE IS AUTHORIZED TO EXECUTE THIS PETITION ON BEHALF OF THE PROPERTY OWNER NAMED IMMEDIATELY BELOW.

CITY OF BLUE SPRINGS, MISSOURI,
a Missouri constitutional charter city and municipal corporation

By: Christine Cates
Name: Christine Cates
Title: City Administrator

Date: June 18, 2026

STATE OF MISSOURI)
) ss:
COUNTY OF JACKSON)

On this 18 day of June, 2026, before me appeared Christine Cates, to me personally known, who, being by me duly sworn did say that she is the CITY ADMINISTRATOR of THE CITY OF BLUE SPRINGS, MISSOURI, a Missouri constitutional charter city and municipal corporation, and that said instrument was signed on behalf of said corporation, and said corporation acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal this 18 day of June, 2026.

Notary Public

My Commission Expires: 06-20-2027

CHRISTINE O'DWYER
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 23182162
My Commission Expires 06-20-2027

EXHIBIT A

LEGAL DESCRIPTION OF THE ADAMS DAIRY PARKWAY COMMUNITY IMPROVEMENT DISTRICT

A TRACT OF LAND LOCATED IN PART OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 49 NORTH, RANGE 30 WEST, CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 32, MARKED BY A 5/8" REBAR WITH A 2" ALUMINUM ID CAP "KVE", THENCE ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, NORTH 02°14'57" EAST, 878.75 FEET; THENCE LEAVING SAID EAST LINE, SOUTH 69°41'34" WEST, 1055.44 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF ADAMS DAIRY PARKWAY, AS NOW ESTABLISHED; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 05°35'38" EAST, 20.95 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1375.40 FEET, A CURVE LENGTH OF 471.44 FEET, A CHORD BEARING OF NORTH 15°24'49" EAST, AND A CHORD LENGTH OF 469.14 FEET, TO THE POINT OF BEGINNING; THENCE FROM THE POINT OF BEGINNING, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1375.40 FEET, A CURVE LENGTH OF 33.04 FEET, A CHORD BEARING OF NORTH 25°55'17" EAST, AND A CHORD LENGTH OF 33.04 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 26°36'34" EAST, 145.73 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 71°35'47" EAST, 35.36 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 63°25'00" EAST, 98.60 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 26°36'34" EAST, 60.00 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE , NORTH 63°25'00" WEST, 98.60 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 18°24'13" WEST, 35.35 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 26°36'34" EAST, 26.02 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1489.40 FEET, A CURVE LENGTH OF 627.63 FEET, A CHORD BEARING OF NORTH 14°32'14" EAST, AND A CHORD LENGTH OF 623.00 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 02°27'54" EAST, 135.08 FEET, TO THE SOUTHWEST CORNER OF LOT 1, SAINT LUKE'S NEIGHBORHOOD CLINIC, FIRST PLAT, A SUBDIVISION IN THE CITY OF BLUE SPRINGS; THENCE ALONG THE SOUTH LINE OF SAID LOT 1, SOUTH 87°14'10" EAST, 198.85 FEET; THENCE LEAVING SAID SOUTH LINE, SOUTH 02°20'15" WEST, 455.73 FEET; THENCE SOUTH 26°13'16" EAST, 34.68 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 205.00 FEET, A CURVE LENGTH OF 189.02 FEET, A CHORD BEARING OF SOUTH 00°11'39" WEST, AND A CHORD LENGTH OF 182.40 FEET; THENCE SOUTH 26°36'34" WEST, 229.95 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 55.00 FEET, A CURVE LENGTH OF 29.76 FEET, A CHORD BEARING OF SOUTH 11°06'38" WEST, AND A CHORD LENGTH OF 29.39 FEET; THENCE ALONG A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, A CURVE LENGTH OF 107.52 FEET, A CHORD BEARING OF SOUTH 57°13'04" WEST, AND A CHORD LENGTH OF 87.97 FEET; THENCE SOUTH 29°36'33" WEST, 20.92 FEET; THENCE SOUTH 66°09'49" WEST, 223.04 FEET; THENCE NORTH 63°56'02" WEST, 111.99 FEET, TO THE POINT OF BEGINNING AND CONTAINS 6.09 ACRES, MORE OR LESS.

AND

That portion of public right of way referred to as NE Adams Dairy Parkway in PLAT OF PARKWAY WEST 1st PLAT, a subdivision in Blue Springs, Jackson County, Missouri, according to the recorded plat

thereof commencing at the most northwest corner of Parcel No. 36-820-01-02-01-0-00-000 and including all public right of way therein directly adjacent to Lots 2-3 and terminating at a point on the centerline of NE Adams Dairy Parkway which is 400' south of the intersecting centerlines of NE Napoleon and NE Adams Dairy Parkway; and

Public right of way east of centerline of NE Adams Dairy Parkway in PLAT OF PARKWAY WEST 1ST PLAT, a subdivision in Blue Springs, Jackson County, Missouri, according to the recorded plat thereof commencing at the intersecting centerlines of NE RD Mize Road and NE Adams Dairy Parkway and including all public right of way therein directly adjacent to Lots 2-3 and terminating at a point on the centerline of NE Adams Dairy Parkway which is 400' south of the intersecting centerlines of NE Napoleon and NE Adams Dairy Parkway; and

Public right of way referred to as NE Napoleon in PLAT OF PARKWAY WEST 1st PLAT, a subdivision in Blue Springs, Jackson County, Missouri commencing at the intersecting centerlines of NE Adams Dairy Parkway and NE Napoleon Drive and terminating at a point on the centerline of NE Napoleon Drive which is 60' west of the intersecting centerlines of NE Adams Dairy Parkway and NE Napoleon Drive and 130' east of the intersecting centerlines of NE Adams Dairy Parkway and NE Napoleon Drive.

LESS AND EXCEPT THE FEE SIMPLE INTEREST IN THE PUBLIC RIGHT OF WAY FOR NE ADAMS DAIRY PARKWAY, NE RD MIZE ROAD AND NE NAPOLEON DRIVE, IT BEING THE PETITIONER'S INTENT THAT THE LEGAL DESCRIPTION FOR THE PROPERTY WITHIN PUBLIC RIGHT OF WAY ONLY INCLUDE THE CITY OF BLUE SPRINGS, AND ANY OTHER GOVERNMENTAL AUTHORITY'S, RIGHT OF WAY INTEREST IN SUCH PUBLIC RIGHT OF WAY AND NOT THE FEE SIMPLE INTEREST IN OR UNDERLYING SUCH PUBLIC RIGHTS OF WAY.

INCLUDING PUBLIC ROW LISTED ABOVE CONTAINS APPROXIMATELY 180,909 SQUARE FEET WHICH IS 4.15 ACRES, MORE OR LESS.

EXHIBIT B

GENERAL BOUNDARY MAP OF THE ADAMS DAIRY PARKWAY COMMUNITY IMPROVEMENT DISTRICT



EXHIBIT C

FIVE YEAR PLAN

[ATTACHED]

FIVE YEAR DISTRICT MANAGEMENT PLAN

OF THE

ADAMS DAIRY PARKWAY COMMUNITY IMPROVEMENT DISTRICT

CITY OF BLUE SPRINGS, MISSOURI

The information and details outlined in the following pages represent the strategies and activities that are anticipated will be undertaken during the initial five-year duration of the Adams Dairy Parkway Community Improvement District in Blue Springs, Missouri. It is an integral and composite part of the petition to establish the Adams Dairy Parkway Community Improvement District.

Introduction

The ADAMS DAIRY PARKWAY Community Improvement District (the "***District***") is created pursuant to Section 67.1401 through 67.1571 of the Revised Statutes of Missouri (the "***CID Act***"). Section 67.1421, RSMo, requires that the petition for the creation of the District be accompanied by a five-year plan which includes a description of the purposes of the proposed district, the services it will provide, the improvements it will make and an estimate of the costs of these services and improvements to be incurred. This Five-Year District Management Plan (the "***Plan***") is intended to satisfy this statutory requirement and is appended to the Petition for Formation of the District as an integral part thereof.

Section 1 - Why Create a Community Improvement District?

The District will encompass all of or portions of three parcels comprising approximately 6.09 +/- acres of land and portions of public right of way located generally east of NE Adams Dairy Parkway where it intersects with NE Napoleon Drive (the "***Development***"). The purpose of the District is to undertake certain improvements and services within the District, as discussed below, and to use or make available its revenue to pay the costs thereof, including without limitation debt service on any notes, bonds or other obligations issued and outstanding from time to time to finance all or any of such costs.

Section 2 - What is a Community Improvement District?

A community improvement district is an entity that is separate from the City of Blue Springs, Missouri and is formed by the adoption of an ordinance by the City Council following a public hearing before the City Council regarding formation of the District. A CID may take the form of a political subdivision of the State of Missouri, or a nonprofit corporation that is formed and operated under Missouri corporation laws. CIDs are empowered to provide a variety of services and to construct and/or finance a number of different public improvements, and in a blighted area, private improvements, as set forth more particularly in the CID Act. CIDs derive their revenue from taxes and assessments levied within the boundaries of the CID. Such revenues are then used to pay the costs of the services or improvements. A CID is operated and managed by a board of directors, whose members may be appointed or elected. Board members serve for a designated period, and the Board positions are again elected or appointed at the expiration of each term as provided in the petition creating such CID.

Section 3 - Management Plan Summary

The District in this case will take the form of a separate political subdivision of the State of Missouri, which will be governed by a Board of Directors that will consist of five (5) members initially appointed in the Petition, and with successor directors appointed by the Mayor of Blue Springs, Missouri with the consent of the City Council upon consideration of a slate submitted in accordance with the Petition.

District Formation:

CID formation requires submission of a signed petition from a group of property owners:

- collectively owning more than fifty percent (50%) by assessed value of the real property within the District, and
- representing more than fifty percent (50%) per capita of all owners of real property within the District.

In this case, the Petition to which this Plan is attached has been signed by the owners of one hundred percent (100%) of the assessed value and one hundred percent (100%) of the per capita property owners within the District.

Location:

The Development is located east of NE Adams Dairy Parkway where it intersects with NE Napoleon Drive and consists of approximately 6.09 +/- acres, as more particularly described in the Petition.

Assessed Value of District:

The total assessed value of the properties within the District on the date of the Petition is $804.48.

Improvements and Services:

The purpose of the District is to provide funding for the construction of certain improvements within the District's boundaries, which are more particularly described in ***Exhibit A*** to this Plan (the "***Improvements***"). The items included within the Improvements may be modified from those listed herein as allowed pursuant to a cooperative agreement (the "***Cooperative Agreement***") between the District, City and developer of the project. The costs of the Improvements to be financed by the District shall include all costs associated with design, architecture, engineering, financing costs incurred to finance such Improvements, and legal and administrative costs of same. The District may also provide funding for the District's formation and its ongoing operation, collection and administration costs on an annual basis.

It is also anticipated that all costs, including attorneys' fees, associated with formation of the District, including, but not limited to, the preparation of the CID Petition, the negotiation and drafting of any agreements entered into upon formation of the District in furtherance of the District's purposes, and the initial implementation of the District ("***Formation Costs***") will be reimbursed to the advancing party, or paid directly, from funds generated by the District.

The District will enter into a Cooperative Agreement with the City and the developer of the project, and such agreement will set forth the restrictions and limitations associated with funding the Improvements and the approval of any additional improvements that are not set forth in this initial Five-Year Plan. The Cooperative Agreement may also contain provisions which permit the District to fund services after all Improvement Costs have been reimbursed to the appropriate party.

Method of Financing:

It is proposed that the District will impose a sales and use tax of up to one percent (1%) (the "***District Sales Tax***"), which is in addition to any other state, county or city sales and use tax. The District Sales Tax is payable on the same retail sales that are subject to taxation pursuant to Sections 144.010 to 144.525, RSMo, except sales of motor vehicles, trailers, boats or outboard motors, and sales to or by public utilities and providers of communications, cable, or video services. All costs of the District shall be financed in the manner and amount determined by the Board of Directors from the amounts on deposit with the CID, in accordance with the requirements of the Cooperative Agreement. Amounts advanced to the District by the Petitioner, or its successors or assigns, to cover the costs contemplated hereunder will be reimbursed by the District upon the availability of funds. All financing costs, including interest costs, associated with any loan obtained to finance Improvements and/or services may be paid from District Sales Tax revenues.

Estimated Costs:

Attached as ***Exhibit A*** to this Plan is a table setting forth the estimated cost of the Improvements and a table setting forth the projected cash flow for the first five years of the District's existence.

City Services:

The CID Act mandates that existing City services will continue to be provided within a CID at the same level as before the District was created (unless services are decreased throughout the City) and that District services shall be in addition to existing City services. The District anticipates that City services will continue to be provided within the District at the same level as before the District was created, and the District will not cause the level of City services within the District to diminish.

Duration:

The District will operate for a maximum term of twenty-seven (27) years from the date upon which an ordinance is passed by the City Council establishing the District. Notwithstanding that the District is at the time providing any services, but subject to the contractual rights of any third parties, the District may be terminated prior to the end of such maximum term if the Improvements have been completed and the costs thereof paid for or reimbursed in full by District Sales Tax revenue. The petition process must be repeated for the District to continue beyond such maximum term.

Section 4
District Boundaries

The legal description of the District is attached as ***Exhibit A*** to the Petition.

Section 5
Facilities and Services to Be Provided

As explained above, during the first five years, the purpose of the District is to provide revenue sources in support of contracting with any private property owner to effectuate the Improvements and providing or contracting for services.

Section 6
Governing the Community Improvement District

City Council:

Following the submission of the Petition, the City Council will conduct a public hearing and then consider an ordinance to create the District.

Board of Directors for District:

The District will be governed by a Board of Directors that will consist of five members. The initial directors are named in the Petition, and successor directors shall be appointed by the Mayor of Blue Springs, Missouri with the consent of the City Council pursuant to the terms of the Petition. It is anticipated that if the District submits names of suggested successor directors to the City in writing at least thirty (30) days prior to the expiration date of the terms of the applicable directors, the Mayor may appoint such directors as successor directors, with the consent of the City Council, upon consideration of the slate of recommended directors.

Annual Budget:

The District's budgets will be proposed and approved annually, within the limitations set forth in this Plan, by the District's Board of Directors. Budgets will be submitted annually to the City of Blue Springs, Missouri for review and comment in accordance with the CID Act. The District will operate, at all times, in accordance with the District Rules and Regulations (Section 7) and the Bylaws of the District.

Section 7
District Rules and Regulations

1. The District shall operate, at all times, in accordance with Bylaws that may be adopted by the Board of Directors. The District shall, at all times, conduct its proceedings in accordance with Robert's Rules of Order, except as otherwise provided in any Bylaws.

2. The Board of Directors of the District will meet at least on an annual basis.

[*Remainder of page intentionally left blank*]

EXHIBIT A TO FIVE YEAR PLAN OF THE
ADAMS DAIRY PARKWAY COMMUNITY IMPROVEMENT DISTRICT
ESTIMATED COSTS OF IMPROVEMENTS[1]

Improvement**	Cost*
Public ROW Construction and improvements (clearing & grading, curb, asphalt, and clearing costs):	$1,164,436
Water Main Construction (clearing & grading, base rock, piping, water valves, and base rock):	$883,365
Sanitary Sewer Construction (clearing & grading, base rock, lighting, sewer pipe, and sewer manholes)	$923,518
Stormwater Management (basin grading, storm end sections, basin pipe, and outlet structures):	$843,213
Engineering, Architecture, and dry utility construction (including electric and gas):	$200,765
Public Infrastructure (TOTAL)	**$4,015,297**
Subtotal:	**$4,015,297**
10% Contingency:	**$401,529**
District Formation Costs:	**$35,000**
Annual Operating Costs (5 years)	**$10,000 (per year)**
Grand Total:	**$4,501,827**

*Excludes financing costs incurred to undertake such costs, which may also be reimbursed with District Sales Tax revenues as provided in the Cooperative Agreement.
**Only items permitted by the CID Act shall be eligible to be financed with District Sales Tax. In addition, District Sales Tax revenues shall be interchangeable among line items listed above provided that such costs are permitted for reimbursement under the CID Act.

CASH FLOW PROJECTION[2]

CID Year	District Sales Tax Revenue
1	$ 40,184.25
2	$70,322.44
3	$100,460.63
4	$101,967.53
5	$103,497.05

[1] These costs are estimates and may fluctuate based on actual costs incurred for purposes permitted under the CID Act. Costs to be funded by the District will be limited as set forth in a Cooperative Agreement among the City of Blue Springs, the District and the developer of the project.
[2] Any annual revenue generated will be utilized to pay any costs of the District as approved in the District annual budget.

Introduced by Councilmember _____ BILL 5412

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 $66,500,000; AND AUTHORIZING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH FOR "ICONIC BLUE SPRINGS"

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

WHEREAS, the City has received a proposal for a project consisting of the acquisition, construction, improvement, installation and equipping of approximately 19.57 acres of land and constructing approximately 252 residential units across 5 buildings (the "Project") to be generally located north of U.S. Highway 40, east of Adams Dairy Parkway, and south of R.D. Mize Road, in Blue Springs, Missouri; and

WHEREAS, the City, in accordance with Section 100.050 of the Act, prepared a plan for an industrial development project (the "Plan"), gave notice of the Plan to the taxing jurisdictions in accordance with Section 100.059.1 of the Act, and held a public hearing regarding the Plan on July 6, 2026; and

WHEREAS, the City now desires to approve the Plan; and

WHEREAS, the City desires to provide tax abatement for the Project through the proceeds of a series of industrial development revenue bonds to be issued under the Act (the "Bonds"); and

WHEREAS, the City does hereby find and determine that it is desirable for the economic development of the City and within the public purposes of the Act that the City issue the Bonds for the Project, which Project shall be leased by the City to Griffin Riley Property Group, LLC, or an affiliate 100% owned by Griffin Riley Property Group, LLC, and designated by such entity (the "Company"), with an option to purchase; and

WHEREAS, simultaneously with the issuance of the Bonds, the City will lease the Project to the Company, and enter into a Lease with the Company under which the Company will agree to certain terms relating to property tax abatement on the Project; and

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

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

Section 1. **Approval of Plan; Authorization for the Project; Commercial Nature of Project.** The City hereby approves the Plan attached hereto as Exhibit A in accordance with Section 100.050 of the Act. The City is hereby authorized to provide for the acquisition, construction, improvement and installation of the Project, to take title to the Project and to lease the Project to the Company,

all in the manner and as more particularly described in the Indenture and the Lease hereinafter defined and authorized. The City hereby finds that the leasing of apartments to end users for a profit is a commercial activity, making the Project entirely commercial in nature.

Section 2. **Authorization of the Bonds**. The City is hereby authorized to issue and sell the Bonds in a maximum aggregate principal amount of not to exceed $66,500,000, for the purpose of providing funds to pay the costs of the Project. The Bonds shall be issued and secured pursuant to the herein authorized Indenture and shall bear such date, shall mature at such time, shall be in such denominations, shall bear interest at such rates, shall be in such form, shall be subject to redemption and other terms and conditions, and shall be issued in such manner, subject to such provisions, covenants and agreements, as are set forth in the Indenture.

Section 3. **Sale and Terms of Bonds; Authorization and Execution of Purchase Agreement.** The Bonds will be sold to the Company under the terms of a Bond Purchase Agreement dated as of the date set forth therein (the "Bond Purchase Agreement"), between the City and the Company. The maximum aggregate principal amount of the Bonds shall be $66,500,000, the interest rate on the Bonds shall not exceed 7.50%, principal shall be payable at maturity, the Bonds shall be purchased at 100% of the principal amount thereof and the Bonds may be redeemed at any time at a redemption price equal to the principal amount thereof plus accrued interest.

Section 4. **Limitation on Liability**. The Bonds and the interest thereon shall be limited obligations of the City payable solely out of certain payments, revenues and receipts derived by the City from the Lease described below, and such

payments, revenues and receipts shall be pledged and assigned to the Trustee named below as security for the payment of the Bonds as provided in the Indenture. The Bonds and the interest thereon shall not constitute general obligations of the City or the State of Missouri, and neither the City nor said State shall be liable thereon. The Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction, and are not payable in any manner by taxation.

Section 5. **Authorization of Documents.** The City is hereby authorized to enter into the following documents (the "City Documents"), in substantially the forms on file in the records of the City, with such changes therein as shall be approved by the officials of the City executing such documents, such officials' signatures thereon being conclusive evidence of their approval thereof:

(a) Trust Indenture dated as of the date set forth therein (the "Indenture"), between the City and the trustee named therein (the "Trustee"), pursuant to which the Bonds shall be issued and the City shall pledge the Project and assign certain of the payments, revenues and receipts received pursuant to the Lease to the Trustee for the benefit and security of the owners of the Bonds upon the terms and conditions as set forth in the Indenture;

(b) Lease Agreement dated as of the date set forth therein (the "Lease"), between the City and the Company, under which the City will acquire the Project and lease the Project to the Company pursuant to the terms and conditions in said Lease, in consideration of rental payments by the Company which will be sufficient to pay the principal of, premium, if any, and interest on the Bonds; and

(c) Bond Purchase Agreement.

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

Section 7. **Further Authority**. The Mayor, City Administrator and other officials, agents and employees of the City as required are hereby authorized and directed to, take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Bonds and the City Documents, including any Financing Documents or other documents related to the Project that are allowed under the City Documents.

Section 8. That 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 6th day of July 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 July 6, 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: June 15, 2026

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

Taxing Jurisdictions -- Distribution List

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

BEFORE THE

CITY COUNCIL

OF THE

CITY OF BLUE SPRINGS, MISSOURI

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT FOR THE ADAMS DAIRY PARKWAY APARTMENT PROJECT

June 15, 2026

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT FOR THE ADAMS DAIRY PARKWAY APARTMENT PROJECT

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

A plan for an industrial development project as described herein has been proposed to the City of Blue Springs, Missouri (the "City"), for approval, to be carried out pursuant to Article VI, Section 27(b) of the Missouri Constitution, as amended, and Sections 100.010 to 100.200, inclusive, of the Missouri Revised Statutes, as amended, and in support of said application the following is submitted:

1. Description of the Project. The Project consists of constructing approximately 252 residential units across 5 buildings (the "Project") on approximately 19.57 acres of land generally located north of U.S. Highway 40, east of Adams Dairy Parkway, and south of R.D. Mize Road (the "Project Site"). The Project will include parking lot improvements, tuck-under and covered parking spaces, a clubhouse, sport courts and a play area, an outdoor pool, and a dog park.

2. Estimate of the Cost of the Project. The total cost of the Project is estimated to be $66,500,000, including the acquisition of the land, the costs of completing the Project and the costs of issuing the Bonds (defined below).

3. Source of Funds to be Expended for the Project. The source of funds to be expended for the Project will be the proceeds of $66,500,000 estimated aggregate principal amount of taxable industrial revenue bonds (the "Bonds"), to be issued by the City for the Project and to pay costs of issuing the Bonds.

4. Statement of the Terms Upon Which the Project is to be Leased and Otherwise Disposed of by the City. The City will take title to the land underlying the Project. The Project will be leased by the City (with an option to purchase the City's interest in the Project) to Griffin Riley Property Group, LLC, or its designee (the "Company"). The lease payments collectively will equal the principal and interest on the Bonds plus certain other amounts, as applicable. The Bonds will be payable solely from the revenues derived by the City from the lease to the Company or other disposition of the Project and the Bonds will not be an indebtedness or general obligation, debt or liability of the City.

5. Bond Purchase Arrangements. It is anticipated that the Company or an affiliate or a related entity will purchase the Bonds in the estimated aggregate principal amount of $66,500,000.

6. Affected Taxing Jurisdictions. The Blue Springs R-IV School District, the City, and Jackson County, Missouri will be affected by the Project as well as the other taxing jurisdictions shown on the attached Cost Benefit Analysis. The Junior College District of Metropolitan Kansas City, Missouri is the community college district affected by the Project. The Central Jackson County Fire Protection District, operating under chapter 321, is affected by the Project. No ambulance district operating under chapter 190 is affected by the Project.

7. Equalized Assessed Valuation. The most recent equalized assessed valuation of the real property included in the Project is approximately $2,582 (for 2026), however the real property is not currently subject to ad valorem property taxes due to City ownership. The total equalized assessed valuation of the real property and improvements included in the Project after construction is estimated at $8,488,269.

8. Cost-Benefit Analysis. In compliance with Section 100.050.2(3) of the Revised Statutes of Missouri, this Plan has been prepared to show the costs and benefits to the City and to other taxing jurisdictions affected by the Project. This Plan does not attempt to quantify the overall economic impact of the Project. The tax rates used in this Plan reflect the rates in effect for the tax year 2025. The actual years and PILOT amounts may vary based on Project implementation.

9. Payments in Lieu of Taxes.

If this Plan is approved by the City Council, the City intends to issue Bonds in 2026. The Company will make payments in lieu of taxes ("PILOTS") for the Project as follows:

(a) Beginning in the calendar year in which title to the Project is held by the City and continuing through the year in which construction of the Project is completed, the Company will make a payment in lieu of tax equal to one hundred percent (100%) of the taxes that would otherwise be due to each taxing jurisdiction.

(b) Beginning in the calendar year after the year in which construction of the Project is completed and continuing through the twenty-fifth (25th) year after the year in which construction of the Project is completed, the Company will make a payment in lieu of tax equal to seventy-five percent (75%) of the taxes that would otherwise be due to the Central Jackson County Fire Protection District.

(c) Beginning in the calendar year after the year in which construction of the Project is completed and continuing through the fifth (5th) year after the year in which construction of the Project is completed, the Company will make a fixed PILOT calculated from a starting point of $136.47 dollars per door, with an inflation adjustment of 3.0% in each odd year (except for the payment in lieu of taxes provided for in Section 9(b) above).

(d) Beginning in the sixth (6th) year after the year in which construction of the Project is completed and continuing through the tenth (10th) year after the year in which construction of the Project is completed, the Company will make a fixed PILOT calculated from a starting point of $281.19 dollars per door, with an inflation adjustment of 3.0% in each odd year (except for the payment in lieu of taxes provided for in Section 9(b) above).

(e) Beginning in the eleventh (11th) year after the year in which construction of the Project is completed and continuing through the twentieth (20th) year after the year in which construction of the Project is completed, the Company will make a fixed PILOT calculated from a starting point of $588.00 dollars per door, with an inflation adjustment of 3.0% in each odd year (except for the payment in lieu of taxes provided for in Section 9(b) above).

(f) Beginning in the twenty-first (21st) year after the year in which construction of the Project is completed and continuing through the twenty-fifth (25th) year after the year in which construction of the Project is completed, the Company will make a fixed PILOT calculated from a starting point of $950.27 dollars per door, with an inflation adjustment of 3.0% in each odd year (except for the payment in lieu of taxes provided for in Section 9(b) above).

The total PILOT payments and the resulting tax abatement amounts are estimated in the Cost-Benefit Analysis attached hereto. The actual Project implementation and abatement timing may vary from what is shown in the Cost-Benefit Analysis. PILOT payments will be distributed to the taxing jurisdictions by or at the direction of the City.

10. **Sales and Use Tax Exemption on Construction Materials.** Qualified building materials purchased for the construction of the Project are expected to be exempt from sales and use tax pursuant to the provisions of Section 144.062 of the Revised Statutes of Missouri and the underlying Bond documents upon delivery of a project exemption certificate by the City to the Company. For purposes of determining the impact of the sales and use tax exemptions for the qualified building materials on the affected taxing jurisdictions, it is assumed that $22,917,000 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%	$968,269
City of Blue Springs*		
General revenue	1.000	0
Transportation	0.500	0
Public Safety	0.500	0
Parks	0.500	0
Jackson County		
General revenue	0.500	1,158
Capital Improvement	0.375	868
Drug Enforcement	0.250	579
Children's Service	0.250	579
Central Jackson County Fire	0.500	1,158
Zoological District	0.125	289
Total	8.725%	$972,900

* No sales are expected to occur within the City of Blue Springs. The City of Blue Springs does not impose a use tax.

* * *

EXHIBIT A

COST/BENEFIT ANALYSIS

[Attached.]

City of Blue Springs, Missouri
(Adams Dairy Parkway Apartment Project)

COST BENEFIT ANALYSIS
PLAN FOR INDUSTRIAL DEVELOPMENT PROJECT

GILMORE BELL
GILMORE & BELL, P.C.

Table of Contents

Project Assumptions	1
Summary	2
Taxes on Existing Site without Project	3
Projected Taxes on Project without Abatement	4
Projected PILOTS	5
Projected Abatement	6

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

Project Assumptions

- Initial year taxes assessed 2026
- Assessed value of Existing Site (after conversion to residential) $ 2,588
- Biennial growth rate of appraised value of real property 3.00%
- Assessed value as a percentage of appraised value (residential) 19.00%
- Assessed value of Project (40% Complete) $ 3,394,209
- Assessed value of Project (80% Complete) $ 6,788,418
- Assessed value of Project (100% Complete) $ 8,485,523
- PILOT Payment:

Real Property			
	Years 2026-2028	100%	taxes otherwise due
	Years 2029-2033	$136.47	per unit
	Years 2034-2038	$281.19	per unit
	Years 2039-2048	$588.00	per unit
	Years 2049-2053	$950.27	per unit
Fire District			
	Years 2026-2028	100%	taxes otherwise due
	Years 2029-2053	75%	taxes otherwise due

- Units Built: 252

Summary

Taxing Jurisdiction	Tax Rate	Taxes on Existing Site without Project*	Projected Taxes on Project without Abatement	Projected PILOTS	Projected Abatement
Blue Springs School R-IV	5.1685	$ -	$ 13,604,748	$ 2,636,353	$ 10,968,395
Board of Disabled Services	0.0728	-	191,627	37,134	154,493
City of Blue Springs	0.5743	-	1,511,697	292,939	1,218,758
Fire District - Central Jackson	1.2033	-	3,167,378	2,406,189	761,189
Jackson County	0.5556	-	1,462,474	283,401	1,179,073
Mental Health	0.0969	-	255,064	49,427	205,638
Metro Junior College	0.1767	-	465,117	90,131	374,986
Mid-Continent Library	0.3119	-	820,997	159,094	661,902
State Blind Pension	0.0300	-	78,967	15,302	63,665
	8.1900	$ -	$ 21,558,071	$ 5,969,971	$ 15,588,099

* No taxes due to ownership by City.

Taxes on Existing Site without Project*

Estimated Assessed Value of Existing Site		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Taxing Jurisdiction	Tax Rate per $100	2026	2027	2028	2029	2030	2031	2032	2033	2034
Blue Springs School R-IV	5.1685	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board of Disabled Services	0.0728	-	-	-	-	-	-	-	-	-
City of Blue Springs	0.5743	-	-	-	-	-	-	-	-	-
Fire District - Central Jackson	1.2033	-	-	-	-	-	-	-	-	-
Jackson County	0.5556	-	-	-	-	-	-	-	-	-
Mental Health	0.0969	-	-	-	-	-	-	-	-	-
Metro Junior College	0.1767	-	-	-	-	-	-	-	-	-
Mid-Continent Library	0.3119	-	-	-	-	-	-	-	-	-
State Blind Pension	0.0300	-	-	-	-	-	-	-	-	-
	8.1900	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Estimated Assessed Value of Existing Site		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Taxing Jurisdiction	Tax Rate per $100	2035	2036	2037	2038	2039	2040	2041	2042	2043
Blue Springs School R-IV	5.1685	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board of Disabled Services	0.0728	-	-	-	-	-	-	-	-	-
City of Blue Springs	0.5743	-	-	-	-	-	-	-	-	-
Fire District - Central Jackson	1.2033	-	-	-	-	-	-	-	-	-
Jackson County	0.5556	-	-	-	-	-	-	-	-	-
Mental Health	0.0969	-	-	-	-	-	-	-	-	-
Metro Junior College	0.1767	-	-	-	-	-	-	-	-	-
Mid-Continent Library	0.3119	-	-	-	-	-	-	-	-	-
State Blind Pension	0.0300	-	-	-	-	-	-	-	-	-
	8.1900	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Estimated Assessed Value of Existing Site		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Taxing Jurisdiction	Tax Rate per $100	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	Total
Blue Springs School R-IV	5.1685	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board of Disabled Services	0.0728	-	-	-	-	-	-	-	-	-	-	-
City of Blue Springs	0.5743	-	-	-	-	-	-	-	-	-	-	-
Fire District - Central Jackson	1.2033	-	-	-	-	-	-	-	-	-	-	-
Jackson County	0.5556	-	-	-	-	-	-	-	-	-	-	-
Mental Health	0.0969	-	-	-	-	-	-	-	-	-	-	-
Metro Junior College	0.1767	-	-	-	-	-	-	-	-	-	-	-
Mid-Continent Library	0.3119	-	-	-	-	-	-	-	-	-	-	-
State Blind Pension	0.0300	-	-	-	-	-	-	-	-	-	-	-
	8.1900	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

* No taxes due to City ownership.

Projected Taxes on Project without Abatement

Estimated Assessed Value of Project		$ 2,588	$ 3,396,875	$ 6,791,084	$ 8,488,269	$ 8,488,269	$ 8,742,917	$ 8,742,917	$ 9,005,204	$ 9,005,204
Taxing Jurisdiction	Tax Rate per $100	2026	2027	2028	2029	2030	2031	2032	2033	2034
Blue Springs School R-IV	5.1685	$ 134	$ 175,567	$ 350,997	$ 438,716	$ 438,716	$ 451,878	$ 451,878	$ 465,434	$ 465,434
Board of Disabled Services	0.0728	2	2,473	4,944	6,179	6,179	6,365	6,365	6,556	6,556
City of Blue Springs	0.5743	15	19,508	39,001	48,748	48,748	50,211	50,211	51,717	51,717
Fire District - Central Jackson	1.2033	31	40,875	81,717	102,139	102,139	105,204	105,204	108,360	108,360
Jackson County	0.5556	14	18,873	37,731	47,161	47,161	48,576	48,576	50,033	50,033
Mental Health	0.0969	3	3,292	6,581	8,225	8,225	8,472	8,472	8,726	8,726
Metro Junior College	0.1767	5	6,002	12,000	14,999	14,999	15,449	15,449	15,912	15,912
Mid-Continent Library	0.3119	8	10,595	21,181	26,475	26,475	27,269	27,269	28,087	28,087
State Blind Pension	0.0300	1	1,019	2,037	2,546	2,546	2,623	2,623	2,702	2,702
	8.1900	$ 212	$ 278,204	$ 556,190	$ 695,189	$ 695,189	$ 716,045	$ 716,045	$ 737,526	$ 737,526

Estimated Assessed Value of Project		$ 9,275,360	$ 9,275,360	$ 9,553,621	$ 9,553,621	$ 9,840,230	$ 9,840,230	$10,135,437	$10,135,437	$10,439,500
Taxing Jurisdiction	Tax Rate per $100	2035	2036	2037	2038	2039	2040	2041	2042	2043
Blue Springs School R-IV	5.1685	$ 479,397	$ 479,397	$ 493,779	$ 493,779	$ 508,592	$ 508,592	$ 523,850	$ 523,850	$ 539,566
Board of Disabled Services	0.0728	6,752	6,752	6,955	6,955	7,164	7,164	7,379	7,379	7,600
City of Blue Springs	0.5743	53,268	53,268	54,866	54,866	56,512	56,512	58,208	58,208	59,954
Fire District - Central Jackson	1.2033	111,610	111,610	114,959	114,959	118,407	118,407	121,960	121,960	125,619
Jackson County	0.5556	51,534	51,534	53,080	53,080	54,672	54,672	56,312	56,312	58,002
Mental Health	0.0969	8,988	8,988	9,257	9,257	9,535	9,535	9,821	9,821	10,116
Metro Junior College	0.1767	16,390	16,390	16,881	16,881	17,388	17,388	17,909	17,909	18,447
Mid-Continent Library	0.3119	28,930	28,930	29,798	29,798	30,692	30,692	31,612	31,612	32,561
State Blind Pension	0.0300	2,783	2,783	2,866	2,866	2,952	2,952	3,041	3,041	3,132
	8.1900	$ 759,652	$ 759,652	$ 782,442	$ 782,442	$ 805,915	$ 805,915	$ 830,092	$ 830,092	$ 854,995

Estimated Assessed Value of Project		$10,439,500	$10,752,685	$10,752,685	$11,075,265	$11,075,265	$11,407,523	$11,407,523	$11,749,749	$11,749,749	$ 12,102,241	
Taxing Jurisdiction	Tax Rate per $100	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	Total
Blue Springs School R-IV	5.1685	$ 539,566	$ 555,753	$ 555,753	$ 572,425	$ 572,425	$ 589,598	$ 589,598	$ 607,286	$ 607,286	$ 625,504	$ 13,604,748
Board of Disabled Services	0.0728	7,600	7,828	7,828	8,063	8,063	8,305	8,305	8,554	8,554	8,810	191,627
City of Blue Springs	0.5743	59,954	61,753	61,753	63,605	63,605	65,513	65,513	67,479	67,479	69,503	1,511,697
Fire District - Central Jackson	1.2033	125,619	129,387	129,387	133,269	133,269	137,267	137,267	141,385	141,385	145,626	3,167,378
Jackson County	0.5556	58,002	59,742	59,742	61,534	61,534	63,380	63,380	65,282	65,282	67,240	1,462,474
Mental Health	0.0969	10,116	10,419	10,419	10,732	10,732	11,054	11,054	11,386	11,386	11,727	255,064
Metro Junior College	0.1767	18,447	19,000	19,000	19,570	19,570	20,157	20,157	20,762	20,762	21,385	465,117
Mid-Continent Library	0.3119	32,561	33,538	33,538	34,544	34,544	35,580	35,580	36,647	36,647	37,747	820,997
State Blind Pension	0.0300	3,132	3,226	3,226	3,323	3,323	3,422	3,422	3,525	3,525	3,631	78,967
	8.1900	$ 854,995	$ 880,645	$ 880,645	$ 907,064	$ 907,064	$ 934,276	$ 934,276	$ 962,304	$ 962,304	$ 991,174	$ 21,558,071

Projected PILOTS

Estimated Assessed Value of Real Property		$ 2,588	$ 3,396,875	$ 6,791,084	$ 8,488,269	$ 8,488,269	$ 8,742,917	$ 8,742,917	$ 9,005,204	$ 9,005,204	
PILOT Payment		100%	100%	100%	$34,390	$34,390	$35,422	$35,422	$36,485	$70,860	
PILOT Payment - Fire District		100%	100%	100%	75%	75%	75%	75%	75%	75%	
Taxing Jurisdiction	Tax Rate per $100	2026	2027	2028	2029	2030	2031	2032	2033	2034	
Blue Springs School R-IV	5.1685	$ 134	$ 175,567	$ 350,997	$ 21,703	$ 21,703	$ 22,354	$ 22,354	$ 23,025	$ 44,718	
Board of Disabled Services	0.0728	2	2,473	4,944	306	306	315	315	324	630	
City of Blue Springs	0.5743	15	19,508	39,001	2,412	2,412	2,484	2,484	2,558	4,969	
Fire District - Central Jackson	1.2033	31	40,875	81,717	76,605	76,605	78,903	78,903	81,270	81,270	
Jackson County	0.5556	14	18,873	37,731	2,333	2,333	2,403	2,403	2,475	4,807	
Mental Health	0.0969	3	3,292	6,581	407	407	419	419	432	838	
Metro Junior College	0.1767	5	6,002	12,000	742	742	764	764	787	1,529	
Mid-Continent Library	0.3119	8	10,595	21,181	1,310	1,310	1,349	1,349	1,389	2,699	
State Blind Pension	0.0300	1	1,019	2,037	126	126	130	130	134	260	
	8.1900	$ 212	$ 278,204	$ 556,190	$ 105,942	$ 105,942	$ 109,120	$ 109,120	$ 112,394	$ 141,719	

Estimated Assessed Value of Real Property		$ 9,275,360	$ 9,275,360	$ 9,553,621	$ 9,553,621	$ 9,840,230	$ 9,840,230	$ 10,135,437	$ 10,135,437	$ 10,439,500	
PILOT Payment		$72,986	$72,986	$75,175	$75,175	$148,176	$148,176	$152,621	$152,621	$157,200	
PILOT Payment - Fire District		75%	75%	75%	75%	75%	75%	75%	75%	75%	
Taxing Jurisdiction	Tax Rate per $100	2035	2036	2037	2038	2039	2040	2041	2042	2043	
Blue Springs School R-IV	5.1685	$ 46,059	$ 46,059	$ 47,441	$ 47,441	$ 93,510	$ 93,510	$ 96,315	$ 96,315	$ 99,205	
Board of Disabled Services	0.0728	649	649	668	668	1,317	1,317	1,357	1,357	1,397	
City of Blue Springs	0.5743	5,118	5,118	5,271	5,271	10,390	10,390	10,702	10,702	11,023	
Fire District - Central Jackson	1.2033	83,708	83,708	86,219	86,219	88,806	88,806	91,470	91,470	94,214	
Jackson County	0.5556	4,951	4,951	5,100	5,100	10,052	10,052	10,354	10,354	10,664	
Mental Health	0.0969	864	864	889	889	1,753	1,753	1,806	1,806	1,860	
Metro Junior College	0.1767	1,575	1,575	1,622	1,622	3,197	3,197	3,293	3,293	3,392	
Mid-Continent Library	0.3119	2,780	2,780	2,863	2,863	5,643	5,643	5,812	5,812	5,987	
State Blind Pension	0.0300	267	267	275	275	543	543	559	559	576	
	8.1900	$ 145,970	$ 145,970	$ 150,349	$ 150,349	$ 215,211	$ 215,211	$ 221,667	$ 221,667	$ 228,317	

Estimated Assessed Value of Real Property		$ 10,439,500	$ 10,752,685	$ 10,752,685	$ 11,075,265	$ 11,075,265	$ 11,407,523	$ 11,407,523	$ 11,749,749	$ 11,749,749	$ 12,102,241	
PILOT Payment		$157,200	$161,916	$161,916	$166,773	$166,773	$239,468	$239,468	$246,652	$246,652	$254,052	
PILOT Payment - Fire District		75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	
Taxing Jurisdiction	Tax Rate per $100	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	Total
Blue Springs School R-IV	5.1685	$ 99,205	$ 102,181	$ 102,181	$ 105,246	$ 105,246	$ 151,122	$ 151,122	$ 155,656	$ 155,656	$ 160,326	$ 2,636,353
Board of Disabled Services	0.0728	1,397	1,439	1,439	1,482	1,482	2,129	2,129	2,192	2,192	2,258	37,134
City of Blue Springs	0.5743	11,023	11,354	11,354	11,695	11,695	16,792	16,792	17,296	17,296	17,815	292,939
Fire District - Central Jackson	1.2033	94,214	97,040	97,040	99,952	99,952	102,950	102,950	106,039	106,039	109,220	2,406,189
Jackson County	0.5556	10,664	10,984	10,984	11,314	11,314	16,245	16,245	16,733	16,733	17,235	283,401
Mental Health	0.0969	1,860	1,916	1,916	1,973	1,973	2,833	2,833	2,918	2,918	3,006	49,427
Metro Junior College	0.1767	3,392	3,493	3,493	3,598	3,598	5,167	5,167	5,322	5,322	5,481	90,131
Mid-Continent Library	0.3119	5,987	6,166	6,166	6,351	6,351	9,120	9,120	9,393	9,393	9,675	159,094
State Blind Pension	0.0300	576	593	593	611	611	877	877	903	903	931	15,302
	8.1900	$ 228,317	$ 235,167	$ 235,167	$ 242,222	$ 242,222	$ 307,235	$ 307,235	$ 316,452	$ 316,452	$ 325,945	$ 5,969,971

Projected Abatement

Estimated Assessed Value of Real Property	$ 2,588	$ 3,396,875	$ 6,791,084	$ 8,488,269	$ 8,488,269	$ 8,742,917	$ 8,742,917	$ 9,005,204	$ 9,005,204		
Abatement Percentage	0%	0%	0%	85%	85%	85%	85%	85%	81%		
Abatement Percentage - Fire District	0%	0%	0%	25%	25%	25%	25%	25%	25%		
Taxing Jurisdiction	Tax Rate per $100	2026	2027	2028	2029	2030	2031	2032	2033	2034	
Blue Springs School R-IV	5.1685	$ -	$ -	$ -	$ 417,013	$ 417,013	$ 429,524	$ 429,524	$ 442,409	$ 420,716	
Board of Disabled Services	0.0728	-	-	-	$ 5,874	$ 5,874	$ 6,050	$ 6,050	$ 6,231	$ 5,926	
City of Blue Springs	0.5743	-	-	-	$ 46,337	$ 46,337	$ 47,727	$ 47,727	$ 49,158	$ 46,748	
Fire District - Central Jackson	1.2033	-	-	-	$ 25,535	$ 25,535	$ 26,301	$ 26,301	$ 27,090	$ 27,090	
Jackson County	0.5556	-	-	-	$ 44,828	$ 44,828	$ 46,173	$ 46,173	$ 47,558	$ 45,226	
Mental Health	0.0969	-	-	-	$ 7,818	$ 7,818	$ 8,053	$ 8,053	$ 8,294	$ 7,888	
Metro Junior College	0.1767	-	-	-	$ 14,257	$ 14,257	$ 14,684	$ 14,684	$ 15,125	$ 14,383	
Mid-Continent Library	0.3119	-	-	-	$ 25,165	$ 25,165	$ 25,920	$ 25,920	$ 26,698	$ 25,389	
State Blind Pension	0.0300	-	-	-	$ 2,421	$ 2,421	$ 2,493	$ 2,493	$ 2,568	$ 2,442	
	8.1900	$ -	$ -	$ -	$ 589,247	$ 589,247	$ 606,924	$ 606,924	$ 625,132	$ 595,808	

Estimated Assessed Value of Real Property	$ 9,275,360	$ 9,275,360	$ 9,553,621	$ 9,553,621	$ 9,840,230	$ 9,840,230	$ 10,135,437	$ 10,135,437	$ 10,439,500		
Abatement Percentage	81%	81%	81%	81%	73%	73%	73%	73%	73%		
Abatement Percentage - Fire District	25%	25%	25%	25%	25%	25%	25%	25%	25%		
Taxing Jurisdiction	Tax Rate per $100	2035	2036	2037	2038	2039	2040	2041	2042	2043	
Blue Springs School R-IV	5.1685	$ 433,338	$ 433,338	$ 446,338	$ 446,338	$ 415,082	$ 415,082	$ 427,535	$ 427,535	$ 440,361	
Board of Disabled Services	0.0728	$ 6,104	$ 6,104	$ 6,287	$ 6,287	$ 5,847	$ 5,847	$ 6,022	$ 6,022	$ 6,203	
City of Blue Springs	0.5743	$ 48,150	$ 48,150	$ 49,595	$ 49,595	$ 46,122	$ 46,122	$ 47,506	$ 47,506	$ 48,931	
Fire District - Central Jackson	1.2033	$ 27,903	$ 27,903	$ 28,740	$ 28,740	$ 29,602	$ 29,602	$ 30,490	$ 30,490	$ 31,405	
Jackson County	0.5556	$ 46,583	$ 46,583	$ 47,980	$ 47,980	$ 44,620	$ 44,620	$ 45,959	$ 45,959	$ 47,338	
Mental Health	0.0969	$ 8,124	$ 8,124	$ 8,368	$ 8,368	$ 7,782	$ 7,782	$ 8,016	$ 8,016	$ 8,256	
Metro Junior College	0.1767	$ 14,815	$ 14,815	$ 15,259	$ 15,259	$ 14,191	$ 14,191	$ 14,617	$ 14,617	$ 15,055	
Mid-Continent Library	0.3119	$ 26,150	$ 26,150	$ 26,935	$ 26,935	$ 25,049	$ 25,049	$ 25,800	$ 25,800	$ 26,574	
State Blind Pension	0.0300	$ 2,515	$ 2,515	$ 2,591	$ 2,591	$ 2,409	$ 2,409	$ 2,482	$ 2,482	$ 2,556	
	8.1900	$ 613,682	$ 613,682	$ 632,092	$ 632,092	$ 590,704	$ 590,704	$ 608,425	$ 608,425	$ 626,678	

Estimated Assessed Value of Real Property	$ 10,439,500	$ 10,752,685	$ 10,752,685	$ 11,075,265	$ 11,075,265	$ 11,407,523	$ 11,407,523	$ 11,749,749	$ 11,749,749	$ 12,102,241		
Abatement Percentage	73%	73%	73%	73%	73%	67%	67%	67%	67%	67%		
Abatement Percentage - Fire District	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%		
Taxing Jurisdiction	Tax Rate per $100	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	Total
Blue Springs School R-IV	5.1685	$ 440,361	$ 453,572	$ 453,572	$ 467,179	$ 467,179	$ 438,476	$ 438,476	$ 451,630	$ 451,630	$ 465,179	$10,968,395
Board of Disabled Services	0.0728	$ 6,203	$ 6,389	$ 6,389	$ 6,580	$ 6,580	$ 6,176	$ 6,176	$ 6,361	$ 6,361	$ 6,552	154,493
City of Blue Springs	0.5743	$ 48,931	$ 50,399	$ 50,399	$ 51,911	$ 51,911	$ 48,721	$ 48,721	$ 50,183	$ 50,183	$ 51,689	1,218,758
Fire District - Central Jackson	1.2033	$ 31,405	$ 32,347	$ 32,347	$ 33,317	$ 33,317	$ 34,317	$ 34,317	$ 35,346	$ 35,346	$ 36,407	761,189
Jackson County	0.5556	$ 47,338	$ 48,758	$ 48,758	$ 50,220	$ 50,220	$ 47,135	$ 47,135	$ 48,549	$ 48,549	$ 50,005	1,179,073
Mental Health	0.0969	$ 8,256	$ 8,504	$ 8,504	$ 8,759	$ 8,759	$ 8,221	$ 8,221	$ 8,467	$ 8,467	$ 8,721	205,638
Metro Junior College	0.1767	$ 15,055	$ 15,507	$ 15,507	$ 15,972	$ 15,972	$ 14,991	$ 14,991	$ 15,440	$ 15,440	$ 15,903	374,986
Mid-Continent Library	0.3119	$ 26,574	$ 27,371	$ 27,371	$ 28,193	$ 28,193	$ 26,460	$ 26,460	$ 27,254	$ 27,254	$ 28,072	661,902
State Blind Pension	0.0300	$ 2,556	$ 2,633	$ 2,633	$ 2,712	$ 2,712	$ 2,545	$ 2,545	$ 2,621	$ 2,621	$ 2,700	63,665
	8.1900	$ 626,678	$ 645,478	$ 645,478	$ 664,842	$ 664,842	$ 627,041	$ 627,041	$ 645,853	$ 645,853	$ 665,228	$15,588,099

BLUE SPRINGS
MISSOURI

CITY COUNCIL

July 6, 2026

EXHIBITS FOR PUBLIC HEARING

COLBERN ROAD

ANNEXATION

(ANNX-05-26-9895)

EXHIBIT #1 City Council Information Form dated June 23, 2026 with the following attachments: Site Location Maps; Petition of Voluntary Annexation with attachments; Affidavit of Publication in The Examiner on June 13, 2026; 185-ft. Notification Map; Names/addresses of property owners within 185-ft. of site; Copy of letter sent to said property owners and Bill approving Annexation

EXHIBIT 1
CITY COUNCIL
COLBERN ROAD
ANNEXATION
(ANNX-05-26-9895)
JULY 6, 2026

Council Meeting Date: July 6, 2026

Agenda Item #: 14 & 15

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: June 23, 2026

ITEM TYPE: Public Hearing / Ordinance

SUBMITTED BY: Shantele Frie

CONTRACT NUMBER: N/A

DEPARTMENT: City Development

STRATEGIC PLAN PRIORITY: Balanced Growth

ITEM DESCRIPTION

A public hearing is being held at the request of the Applicant, City of Blue Springs, for consideration to approve an annexation of property 2.43 +/-acres located at SW Colbern Road Right-of-Way (ROW) east of SW 7 Highway into the City limits. (ANNX-05-26-9895) Upon conclusion of the public hearing, a Bill approving the Annexation will be ready for introduction and the first reading only.

BACKGROUND

The City of Blue Springs, as the property owner, is requesting annexation of an approximately 2.43 +/- acre unincorporated property consisting entirely of SW Colbern Road Right-of-Way into the City limits.

The subject property is a remnant segment of SW Colbern Road located east of SW 7 Highway and north of the roadway centerline, extending approximately 450 +/- feet

east of SE Chapman Ridge Drive. While the surrounding right-of-way has previously been annexed into the City limits, this segment remained unincorporated due to the belief it was under Jackson County jurisdiction. Following coordination with Jackson County, it was determined that the property is owned by the City of Blue Springs but was never formally annexed.

This request is for the public hearing and first reading of the Bill approving the proposed annexation. The second reading is scheduled for July 20, 2026, City Council meeting.

STAFF RECOMMENDATION

Staff recommends approval of the Annexation (ANNX-05-26-9895).

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Site Location Maps; Petition of Voluntary Annexation with attachments; Affidavit of Publication in The Examiner on June 13, 2026; 185-ft. Notification Map; Names/addresses of property owners within 185-ft. of site; Copy of letter sent to said property owners.
2. Bill approving Annexation

REVIEWED BY

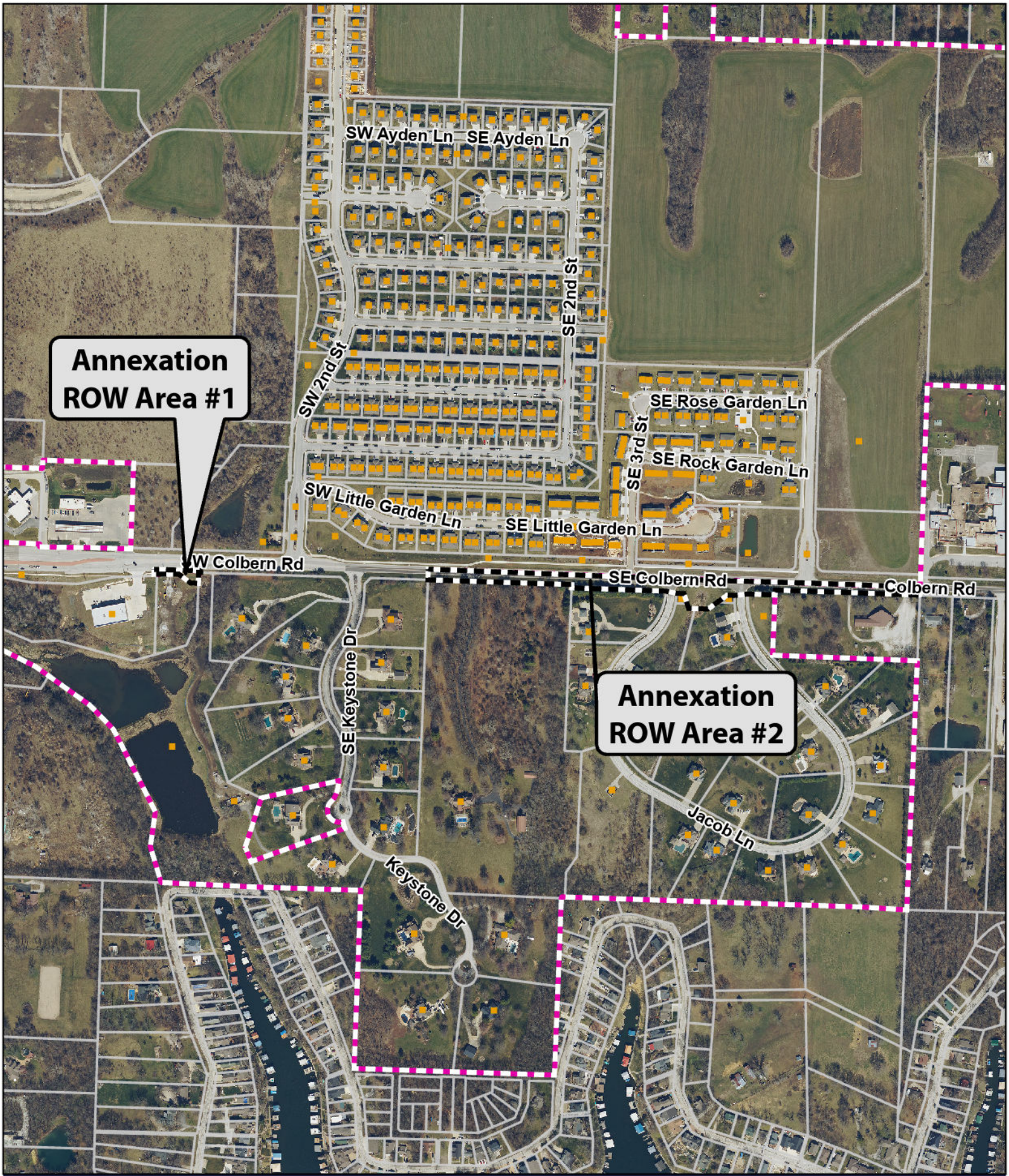
Requesting Director: Nic Hutchison

Legal: Jennifer Baird

Administration: George Schmitz

City Administrator: Christine Cates

Budget: N/A



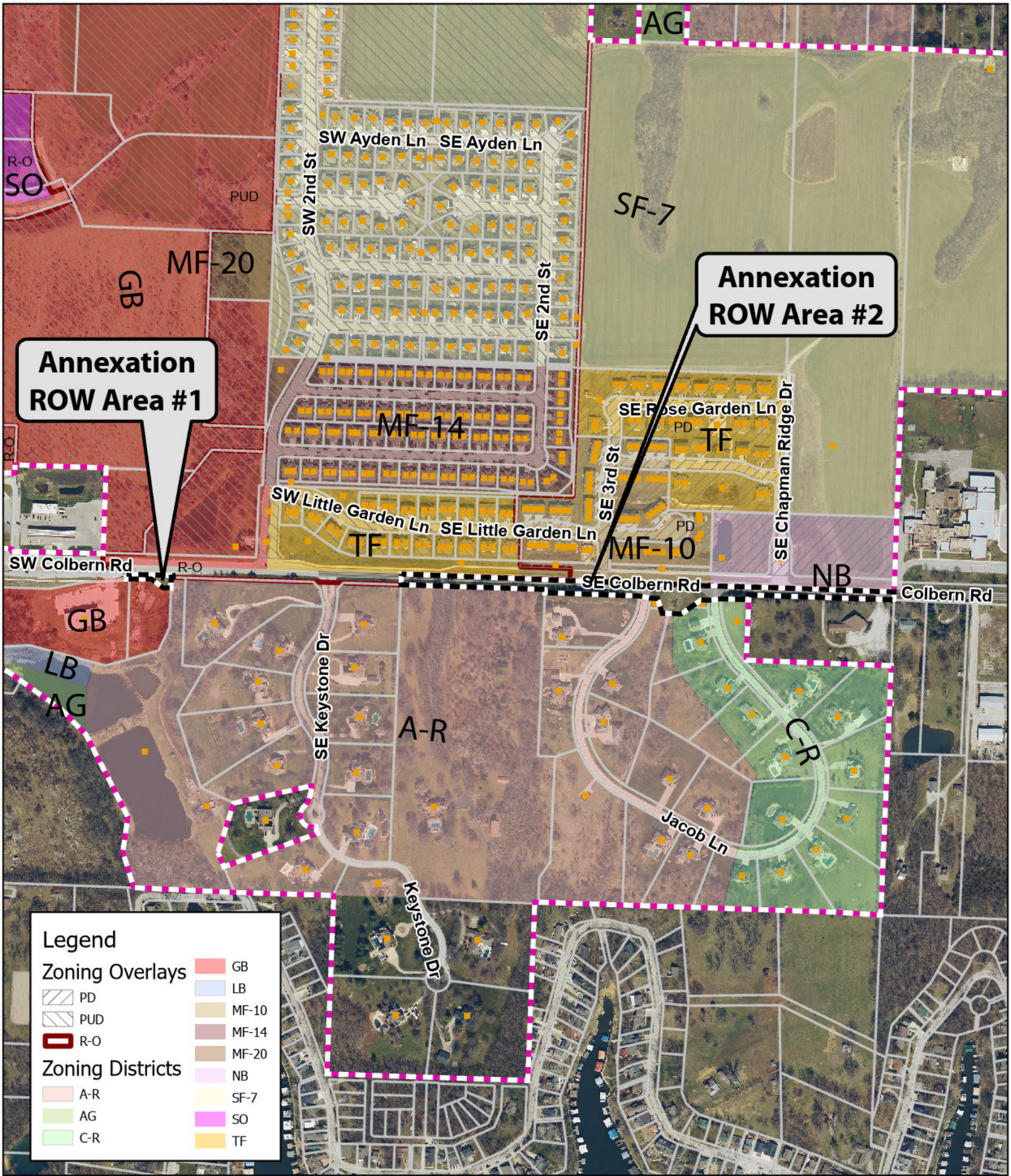
BLUE SPRINGS MISSOURI

ANNX-05-26-9895
COLBERN RD
ANNEXATION MAP

N

1" = 500'

Date: 05/28/26



BLUE SPRINGS MISSOURI

ANNX-05-26-9895
COLBERN RD
SITE LOCATION AND ZONING MAP

N

1" = 500'

Date: 05/28/26

BLUE SPRINGS
MISSOURI

PETITION OF VOLUNTARY ANNEXATION TO THE CITY OF BLUE SPRINGS

I/We, the undersigned City of Blue Springs, MO hereinafter referred to as the Petitioner, for our petition to the City Council of the City of Blue Springs, Missouri, state and allege as follows:

1. That I/We are the owners of record of the real estate in Jackson County, Missouri described as follows to wit:
    a. Legal Survey Annexation Map drawing of property. No. of Acres 2.43 +/-
    b. Legal Description to be provided in electronic format, preferably Microsoft Word
    c. Parcel No N/A - ROW Sec. Twp. Rng. Sec. 30 Twp 48N Rng 30W
    d. Proof of Ownership of property described
    e. Clearly and accurately describe any existing land uses and structures (e.g. residences, billboards, etc.)
2. That I/We agree to post one or more Public Hearing signs provided by the City.
3. That I/We acknowledge the City will send notification to property owners within 185 ft. of my property. The City will also legally publish notice of hearing. The cost which I/We are responsible for reimbursing.
4. That the said real estate is not now a part of any incorporated municipality.
5. That the said real estate is contiguous to the existing corporate limits of the City of Blue Springs, Missouri.
6. That I/We have attached herewith a list of all contiguous holdings in which I/We have ownership interest.
7. That I/We request that the said real estate be annexed to, and be included within the corporate limits of the City of Blue Springs, Missouri, as authorized by the provisions of Section 71.012 RSMo 1986.

Dated this 29th day of JUNE, 2026.

/s/ Christine Cates — CHRISTINE CATES

Property Owner(s) / Affiant(s) — Please Print Name

903 W. MAIN STREET — BLUE SPRINGS, MO 64015

Address — City/State/Zip Code

(816) 228-0111 — CCATES@BLUESPRINGSMO.GOV

Phone No. — Fax No. — Email

ACKNOWLEDGEMENT AND VERIFICATION BY INDIVIDUALS

STATE OF MISSOURI)

) SS

COUNTY OF JACKSON

Dated this _____ day of _____, 20___, before me personally appeared _____ _____, being of lawful age and after being duly sworn, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he/she/they subscribed, affirmed and executed the same as their free act and deed, and further verified to me under oath that affiant(s) has/have read the foregoing Petition of Voluntary Annexation and that the facts set forth therein are true and correct.

IN WITNESS AND TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____, Missouri the day and year first above written.

/s/_____

Notary Public

My Official Term Expires:_____

(Seal)

ACKNOWLEDGEMENT AND VERIFICATION BY CORPORATION

STATE OF MISSOURI)

) SS

COUNTY OF JACKSON

On this 29 day of June, 2026 before me personally appeared Christine Cates, of lawful age, to me known to be the person(s) described in and who being by me duly sworn did state that he/she is the City Administrator of City of Blue Springs and that the seal affixed to the foregoing instrument is the Corporate Seal of said Corporation and that he/she has signed this document by authority of its Board of Directors, and said _____subscribed, affirmed and acknowledged said instrument to be the free act and deed of said Corporation, and further verified to me under oath to me that affiant has read the foregoing Petition of Voluntary Annexation and that the facts set forth therein are true and correct, according to affiant's best knowledge and belief.

IN WITNESS AND 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.

TRACI J BRESHEARS
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 23366395
My Commission Expires 11-01-2027

/s/ _____
Notary Public

My Official Term Expires: 11/1/2027

(Seal)

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT, entered into this 29th day of JUNE, 2026 by and between the City of Blue Springs, Missouri, a constitutional charter city and Municipal Corporation (the "City") and _____, a _____[1] of the State of MISSOURI[2] (the "Owner").

WHEREAS, the Owner owns in fee simple approximately 2.43+/- acres of real property generally located SW COLBERN RD, in unincorporated Jackson County; and

WHEREAS, the Owner has filed a petition for voluntary annexation of said property; and

WHEREAS, prior to annexing said property, the City and Owner desire to define their duties and responsibilities to ensure that in the event the City chooses, in its discretion, to annex said property, that the development of the property and the provisions of city water and/or sewer services to said property is coordinated; and

WHEREAS, said property is currently zoned N/A[3] ROW[4], by Jackson County; and

WHEREAS, if said property is annexed, the property will retain its current county zoning classification in accordance with Section 89.191 of the Revised Missouri Statutes (2000) until such zoning is affirmatively changed by the City through its regular rezoning procedures; and

WHEREAS, the Owner desires for the City to extend its water and/or services and corporate boundaries and to annex said property; and

WHEREAS, the City, in the exercise its police powers, desires to provide for the extension of water and/or sewer services and for the orderly development of said property in accordance with the City's ordinances, policies, practices and procedures if, in its discretion, it annexes said property,

---

[1] Type of business organization, or "Individual"
[2] State of Organization
[3] Abbreviation of county zoning district
[4] Name of county zoning district

WHEREAS, the City and the Owner acknowledge that the availability, timing, and provision of certain municipal or utility services to the Property following annexation may depend, in whole or in part, upon approvals, facilities, capacity, construction, or actions of third-party utility providers or districts not owned or controlled by the City, including but not limited to any applicable water district, and that annexation of the Property does not itself guarantee the immediate availability of such services; and

WHEREAS, the City is authorized to enter into such agreements as an exercise of its police powers and pursuant to the Missouri Constitution; the Blue Springs Charter; and Chapter 70, 91, and 250 of the Revised Statutes of Missouri (2000).

NOW THEREFORE, inconsideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. The terms of this Agreement apply to the property legally described in Exhibit A. attached hereto and incorporated herein (the "Property").
2. The Owner has filed a petition for voluntary annexation of the Property into the corporate limits of the City.
3. The parties agree that annexation of the Property does not itself guarantee the immediate availability or provision of water service, sewer service, or any other municipal or utility service to the property. To the extent any such service is provided, in whole or in part, by a third-party utility, the City makes no representation, warranty, or guarantee as to the timing, capacity, availability, location, cost, or feasibility of such service. Any municipal services provided directly by the City's ordinances, policies, and procedures.
    a. Third Party Utility Provider Acknowledgement: The owner acknowledges and agrees that third-party utility service to the Property may be furnished by a separate water district, utility provider, or other entity not owned, operated, or controlled by the City. The extension, connection, approval, timing, capacity, design, construction, or cost such service may require separate action by third-party provider and may be subject to easements, off-site improvements, reimbursements obligations, or other conditions beyond the City's control. The City shall not be liable for any delay in, limitation on, or

unavailability of water service or other utility service to the property to the extent caused by or dependent upon a third-party provider of district.

b. No Reliance on Utility Timing: The owner acknowledges that it is not relying upon any statement, representation, or expectation that water service or other utility services will be available to the property within any particular period of time unless expressly set forth in a separate written agreement approved by the City Council. The owner assumes the risk that development of the property may be delayed by utility availability or third-party provided requirements.

4. The parties agree that upon annexation of the Property into the corporate limits of the City, no municipal service for water and/or sewer will be provided to the Property until the Owner has filed, and the City has approved, an application to rezone the Property from its County zoning classification to a City zoning classification, in accordance with the City's regular rezoning procedures. And any such service shall remain subject to availability, capacity, and approval by the applicable service provider.
5. The parties that the Owner will file an application to rezone the Property from its county zoning classification to a City zoning classification, in accordance with the City's regular rezoning procedures, prior to requesting the extension of municipal water and/or sewer services.
6. Any rezoning of property and any provision of city services shall be in accordance with the Blue Springs Code of Ordinances and any other applicable city ordinance requirements.
7. The parties agree that execution of this Agreement does not in any way constitute a waiver of any requirements of applicable City ordinances with which the Owner must comply in the event the City annexes the Property.
8. Owner agrees to record this Agreement with Jackson County, Missouri, and to pay the costs of said recording and provide a copy of the recorded Agreement to the City. The covenants herein shall run with the land described n Exhibit A attached hereto and shall be binding and inures to the benefit of the partied hereto and their successors and assigns ad on any future and subsequent purchases.

9. The parties agree to this Agreement does not, in any respect, constitute the commitment of the City, the City Council, or any City's elected officials to exercise legislative discretion to approve the petition for annexation to rezone the Property to any particular City zoning classification, nor does it nor does it constitute the commitment that any appointed City official will exercise his or her administrative responsibilities, respecting the petition for annexation or an application for rezoning, in any particular manner, except that these responsibilities will be in accordance with City ordinance, policies and procedures.
10. The parties agree, and the Owner specifically acknowledges, that in connection with any application for rezoning on Property to a residential district for the purpose of development, the "PR-O, Planned Residential Overlay District" regulations may also be applied to the Property, upon application by the Owner, the city, the Planning Commission or City Council for the PR-O District designation and upon approval by the City Council, in its legislative discretion, of the PR-O District designation.
11. This Agreement shall constitute the complete agreement between the parties and any modification shall be in writing and signed by both parties. Any provisions of this Agreement which is not enforceable according to law will be severed here from, and the remaining provisions shall be enforced to the fullest extent permitted by law.
12. The undersigned represent that they each have the authority and capacity from the respective parties to execute this Agreement. This Agreement shall not be valid until executed by the parties and approved by the ordinance duly enacted by the City Council of the City of Blue Springs, Missouri.
13. This Agreement may be terminated in writing by either party, at its option if the City has not annexed the Property within 180 days from the Execution of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

OWNER/DEVELOPER

_____

Printed Name

_____

ATTEST:

(Seal)

CITY OF BLUE SPRINGS

Christine Cates

Christine Cates, City Administrator

_____

Erin Ford, City Clerk

APPROVED AS TO FORM

_____

Jennifer Baird, City Attorney

2

EXHIBIT "A"
(Page 1 of 2)

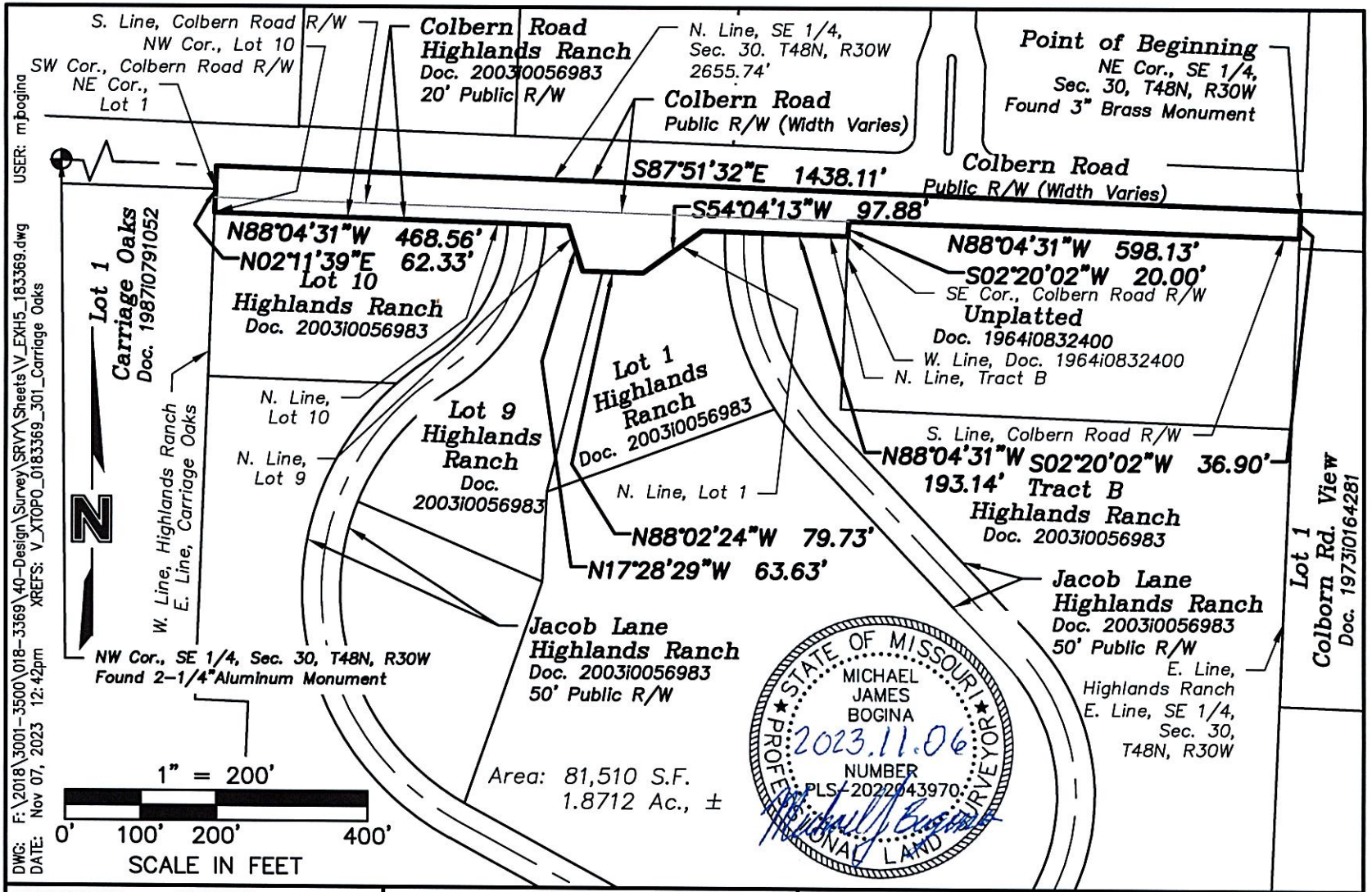
File No. 018-33690
Wyatt & Adams Dairy Parkway
November 6, 2023
V_EXH5_183369

Property Description

All that part of existing Colbern Road right of way, as now established, and as established in Highlands Ranch, a subdivision in Jackson County, Missouri, all in the Southeast Quarter of Section 30, Township 48 North, Range 30 West, described by Michael J. Bogina, Missouri PLS-2022043970, of Olsson, MOLC-366, on November 6, 2023, as follows:

BEGINNING at the Northeast corner of the Southeast Quarter of Section 30, Township 48 North, Range 30 West; thence South 02 degrees 20 minutes 02 seconds West, on the East line of said Southeast Quarter, a distance of 36.90 feet to a point on the South line of Colbern Road right of way, as now established; thence North 88 degrees 04 minutes 31 seconds West, on said South line, a distance of 598.13 feet to a point on the West line of a Warranty Deed, as recorded in Document 1964i0832400, said line also being the East line of Colbern Road right of way, as established in Highlands Ranch, a subdivision in Jackson County, Missouri; thence South 02 degrees 20 minutes 02 seconds West, on said East and West lines, a distance of 20.00 feet to the Southeast corner of said Colbern Road right of way; thence North 88 degrees 04 minutes 31 seconds West, departing said West line, on the South line of said Colbern Road right of way, a distance of 193.14 feet to a point; thence South 54 degrees 04 minutes 13 seconds West, continuing on said South line, a distance of 97.88 feet to a point; thence North 88 degrees 02 minutes 24 seconds West, continuing on said South line, a distance of 79.73 feet to a point; thence North 17 degrees 28 minutes 29 seconds West, continuing on said South line, a distance of 63.63 feet to a point; thence North 88 degrees 04 minutes 31 seconds West, continuing on said South line, a distance of 468.56 feet to the Southwest corner of said Colbern Road right of way, said corner also lying on the East line of Lot 1, Carriage Oaks, a subdivision in Jackson County, Missouri; thence North 02 degrees 11 minutes 39 seconds East, departing said South line, on the East line of said Lot 1 and its Northerly extension, a distance of 62.33 feet to a point on the North line of said Southeast Quarter; thence South 87 degrees 51 minutes 32 seconds East, departing said Northerly extension, on said North line, a distance of 1438.11 feet to the POINT OF BEGINNING, containing 81,510 Square Feet or 1.8712 Acres, more or less.





PROJECT NO: 018-33690	Property Exhibit	olsson	7301 West 133rd Street Suite 200 Overland Park, KS 66213-4750 TEL 913.381.1170	EXHIBIT "A" (Page 2 of 2)
DRAWN BY: MJB				
DATE: 11/06/23				

3

EXHIBIT "A"
(Page 1 of 2)

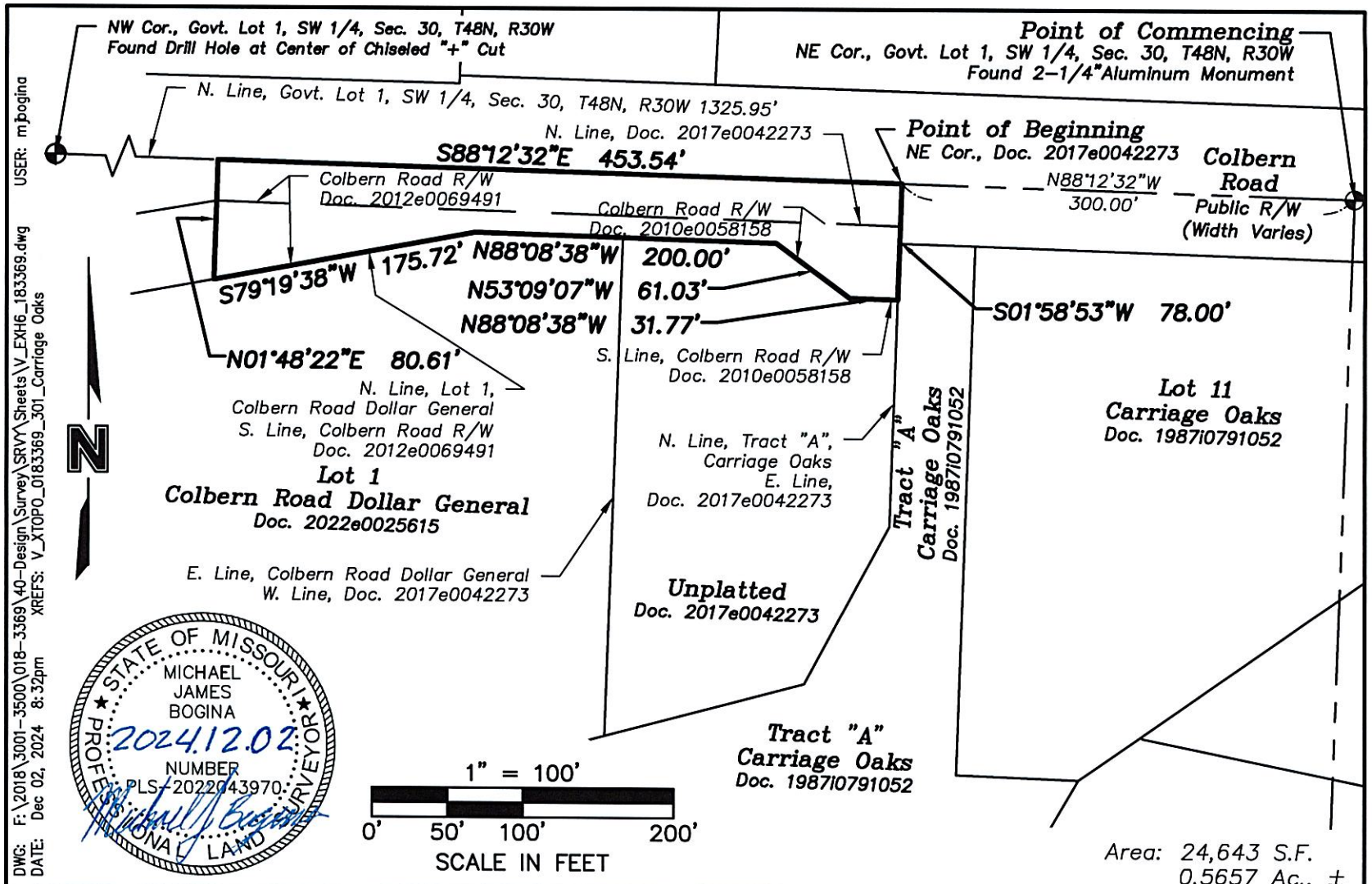
File No. 018-33690
Wyatt & Adams Dairy Parkway
December 2, 2024
V_EXH6_183369

Property Description

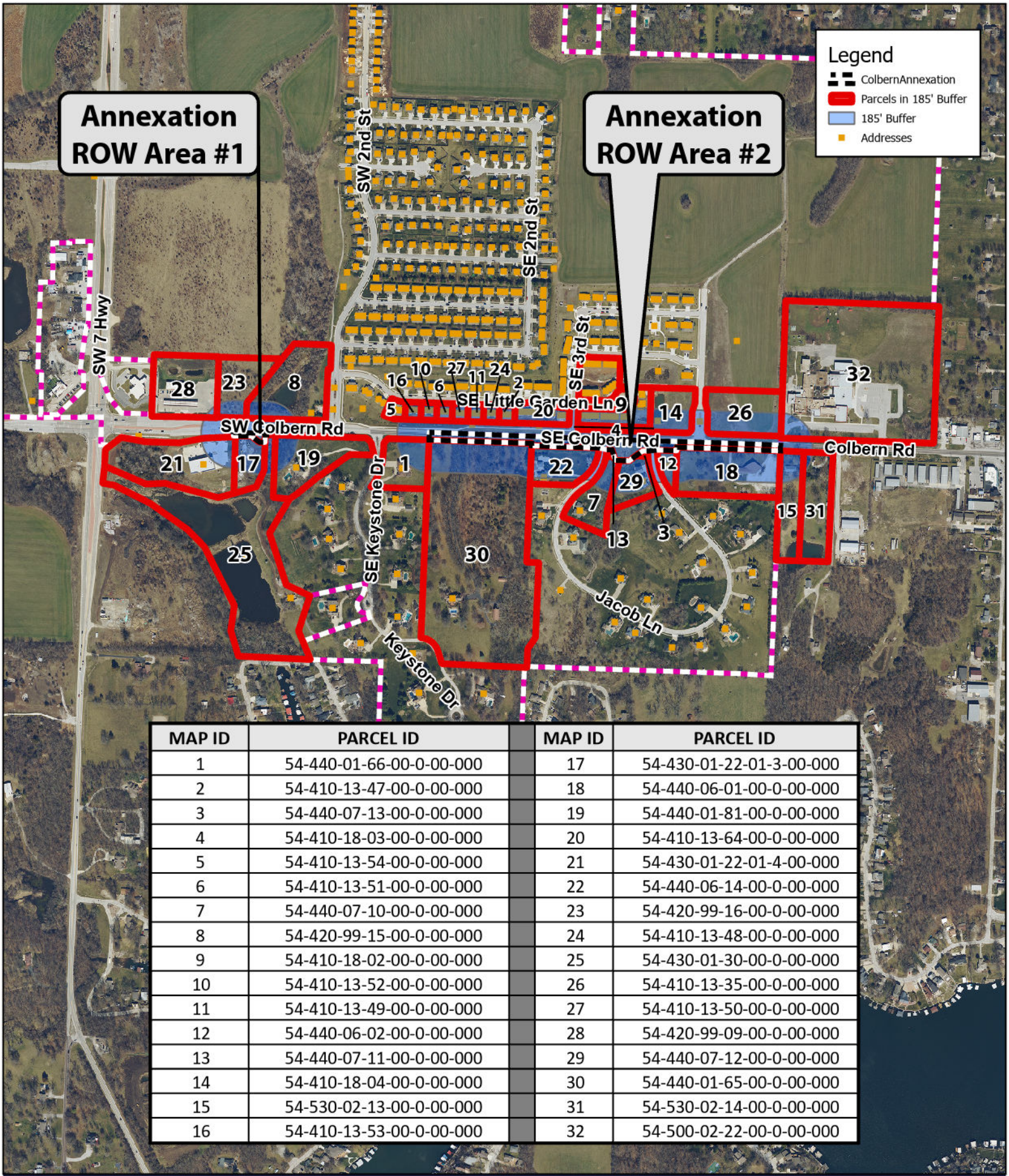
All that part of existing Colbern Road right of way, as established in Documents 2010e0058158 and 2012e0069491, and as now established, all lying in Government Lot 1 of the Southwest Quarter of Section 30, Township 48 North, Range 30 West, in Jackson County, Missouri, described by Michael J. Bogina, Missouri PLS-2022043970, of Olsson, MOLC-366, on December 2, 2024, as follows:

COMMENCING at the Northeast corner of Government Lot 1 of the Southwest Quarter of Section 30, Township 48 North, Range 30 West; thence North 88 degrees 12 minutes 32 West, on the North line of said Government Lot 1, a distance of 300.00 feet to a point on the Northerly extension of the North line of Tract "A", Carriage Oaks, a subdivision in the City of Blue Springs, Jackson County, Missouri, the POINT OF BEGINNING; thence South 01 degree 58 minutes 53 seconds West, departing said North line, on said Northerly extension, and on said North line, and on the East line of Colbern Road right of way, as established in Document 2010e0058158, a distance of 78.00 feet to the Southeast corner of said Colbern Road right of way; thence North 88 degrees 08 minutes 38 seconds West, departing said North and East lines, on the South line of said Colbern Road right of way, a distance of 31.77 feet to a point; thence North 53 degrees 09 minutes 07 seconds West, continuing on said South line, a distance of 61.03 feet to a point; thence North 88 degrees 08 minutes 38 seconds West, continuing on said South line, and on the South line of Colbern Road right of way, as established in Document 2012e0069491, said South line also being the North line of Lot 1, Colbern Road Dollar General, a subdivision in the City of Blue Springs, Jackson County, Missouri, a distance of 200.00 feet to a point; thence South 79 degrees 19 minutes 38 seconds West, continuing on said South and North lines, a distance of 175.72 feet to the Southeast corner of said Document 2012e0069491; thence North 01 degree 48 minutes 22 seconds East, departing said North line, on the West line of said Document 2012e0069491, and on the Northerly extension of said West line, a distance of 80.61 feet to a point on said North line of said Government Lot 1; thence South 88 degrees 12 minutes 32 seconds East, departing said Northerly extension, on said North line, a distance of 453.54 feet to the POINT OF BEGINNING, containing 24,643 Square Feet or 0.5657 Acres, more or less.





PROJECT NO: 018-33690	Property Exhibit	olsson	7301 West 133rd Street Suite 200 Overland Park, KS 66213-4750 TEL 913.381.1170 MOLC-366	EXHIBIT "A" (Page 2 of 2)
DRAWN BY: MJB				
DATE: 2024.12.02				



MAP ID	PARCEL ID		MAP ID	PARCEL ID
1	54-440-01-66-00-0-00-000		17	54-430-01-22-01-3-00-000
2	54-410-13-47-00-0-00-000		18	54-440-06-01-00-0-00-000
3	54-440-07-13-00-0-00-000		19	54-440-01-81-00-0-00-000
4	54-410-18-03-00-0-00-000		20	54-410-13-64-00-0-00-000
5	54-410-13-54-00-0-00-000		21	54-430-01-22-01-4-00-000
6	54-410-13-51-00-0-00-000		22	54-440-06-14-00-0-00-000
7	54-440-07-10-00-0-00-000		23	54-420-99-16-00-0-00-000
8	54-420-99-15-00-0-00-000		24	54-410-13-48-00-0-00-000
9	54-410-18-02-00-0-00-000		25	54-430-01-30-00-0-00-000
10	54-410-13-52-00-0-00-000		26	54-410-13-35-00-0-00-000
11	54-410-13-49-00-0-00-000		27	54-410-13-50-00-0-00-000
12	54-440-06-02-00-0-00-000		28	54-420-99-09-00-0-00-000
13	54-440-07-11-00-0-00-000		29	54-440-07-12-00-0-00-000
14	54-410-18-04-00-0-00-000		30	54-440-01-65-00-0-00-000
15	54-530-02-13-00-0-00-000		31	54-530-02-14-00-0-00-000
16	54-410-13-53-00-0-00-000		32	54-500-02-22-00-0-00-000

BLUE SPRINGS MISSOURI

ANNX-05-26-9895
COLBERN RD
185' NOTIFICATION MAP

N

1" = 800'

Date: 05/28/26

THE EXAMINER

See Proof on Next Page

AFFIDAVIT OF PUBLICATION

State of Florida, County of Broward, ss:

I, Anjana Bhadoriya, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Examiner, a publication that is a "legal newspaper" as that phrase is defined for the city of Independence, for the County of Jackson, in the state of Missouri, that this affidavit is Page 1 of 3 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

Publication Dates:

- Jun 13, 2026

Printer's Fee: $486.86

Anjana Bhadoriya

_____

Anjana Bhadoriya
Agent

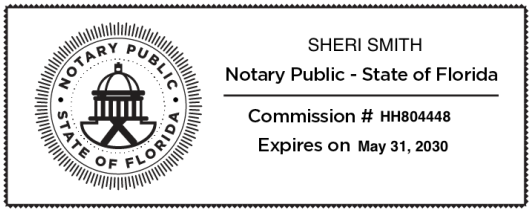
VERIFICATION

State of Florida
County of Broward

Signed or attested before me on this: 06/15/2026

S Smith _____

Sheri Smith
Notary Public - State of Florida
Commission # HH804448
Expires on 05/31/2030
Notarized remotely online using communication technology via Proof.



PUBLIC NOTICE

ANNEXATION I ANNX-05-26-9895
"Colbern Annexation"
SW Colbern Road Right-of-Way east of SW 7 Highway

Notice is hereby given that a public hearing will be held by the City Council of the City of Blue Springs on **Monday, July 6, 2026,** at 6:00 p.m. in the Howard L. Brown Public Safety Building located at 1100 SW Smith Street, Blue Springs, MO.

The purpose of this public hearing is to receive comments from interested parties and citizens regarding a request by the City of Blue Springs to annex approximately 2.10 +/- acres of property that consists of the right-of-way for SW Colbern Road east of SW 7 Highway into the corporate boundary of the City of Blue Springs. The property is City-owned and developed with SW Colbern Road. Interested parties may view the application materials on file by submitting a request via email to ComDevLegal@bluespringsmo.gov or calling (816) 228-0207 for more information. The site is legally described as follows:

Legal Description #1
All that part of existing Colbern Road right of way. as now established, and as established in Highlands Ranch, a subdivision in Jackson County, Missouri, at I in the Southeast Quarter of Section 30, Township 48 North, Range 30 West, described by Michael J. Bogina. Missouri PLS- 2022043970. of Olsson, MOLC-366, on November 6, 2023, as follows:

BEGINNING at the Northeast comer of the Southeast Quarter of Section 30, Township 48 North, Range 30 West; thence South 02 degrees 20 minutes 02 seconds West, on the East line of said Southeast Quarter, a distance of 36.90 feet to a point on the South line of Colbern Road right of way, as now established; thence North 88 degrees 04 minutes 31 seconds West, on said South line, a distance of 598.13 feet to a point on the West line of a Warranty Deed, as recorded in Document 1964 i0832400, said line also being the East line of Colbern Road right of way, as established in Highlands Ranch, a subdivision in Jackson County, Missouri; thence South 02 degrees 20 m inutes 02 seconds West, on said East and West lines, a distance of 20.00 feet to the Southeast corner of said Colbern Road right of way; thence North 88 degrees 04 minutes 31 seconds West, departing said West line. on the South line of said Colbern Road right of way, a distance of 193.14 feet to a point; thence South 54 degrees 04 minutes 13 seconds West, continuing on said South line, a distance of 97.88 feet to a point; thence North 88 degrees 02 minutes 24 seconds West, continuing on said South line, a distance of 79.73 feet to a point; thence North 17 degrees 28 minutes 29 seconds West, continuing on said South line, a distance of 63.63 feet to a point: thence North 88 degrees 04 minutes 31 seconds West, continuing on said South line, a distance of 468.56 feet to the Southwest corner of said Colbern Road right of way, said corner also lying on the East line of Lot 1, Carriage Oaks. a subdivision in Jackson County, Missouri; thence North 02 degrees 11 minutes 39 seconds East, departing said South line, on the East line of said Lot 1 and its Northerly extension, a distance of 62.33 feet to a point on the North line of said Southeast Quarter; thence South 87 degrees 51 minutes 32 seconds East, departing said Northerly extension, on said North line, a distance of 1438.11 feet to the POINT OF BEGINNING, containing 81,510 Square Feet or 1.87 12 Acres, more or less.

Legal Description #2
All that part of existing Colbern Road right of way, as established in Documents 20 I 0e0058158 and 2012e0069491, and as now established. all lying in Governrrient Lot 1 of the Southwest Quarter of Section 30, Township 48 North, Range 30 West, in Jackson County, Missouri, described by Michael J. Bogina, Missouri PLS-2022043970, of Olsson, MOLC-366, on December 2, 2024, as follows:
COMMENCING at the Northeast corner of Government Lot 1 of the Southwest Quarter of Section 30, Township 48 North, Range 30 West; thence North 88 degrees 12 minutes 32 West, on the North line of said Government Lot I , a distance of 300.00 feet to a point on the Northerly extension of the North line of Tract "A", Carriage Oaks, a subdivision in the City of Blue Springs, Jackson County, Missouri, the POINT OF BEGINNING; thence South 01 degree 58 minutes 53 seconds West, departing said North line, on said Northerly extension, and on said North line, and on the East line of Colbern Road right of way, as established in Document 2010e0058158, a distance of 78.00 feet to the Southeast corner of said Colbern Road right of way; thence North 88 degrees 08 minutes 38 seconds West, departing said North and East lines, on the South line of said Colbern Road right of way, a distance of 31.77 feet to a point; thence
North 53 degrees 09 minutes 07 seconds West, continuing on said South linc, a distance of 61.03 feet to a point; thence North 88 degrees 08 minutes 38 seconds West, continuing on said South line, and on the South line of Colbern Road right of way, as established in Document 2012e0069491, said South line also being the North line of Lot I, Colbern Road Dollar General, a subdivision in the City of Blue Springs, Jackson County, Missouri, a distance of 200.00 feet to a point; thence South 79 degrees 19 minutes 38 seconds West, continuing on said South and North lines, a distance of 175.72 feet to the Southeast comer of said Document 2012e0069491 ; thence North 01 degree 48 minutes 22 seconds East, departing said North line, on the West line of said Document 2012e006949 I, and on the Northerly extension of said West line, a distance of 80.61 feet to a point on said North line of said Government Lot I ; thence South 88 degrees 12 minutes 32 seconds East, departing said Northerly extension, on said North line, a distance of 453.54 feet to the POINT OF BEGINNING, containing

24,643 Square Feet or 0.5657 Acres, more or less.

CITY OF BLUE SPRINGS
City Council

Published in the Examiner, Jun 13, 2026

4643270

MAP ID	PARCEL ID	OWNER NAME	OWNER ADDRESS	SITUS ADDRESS	CITY	STATE	ZIP
1	54-440-01-66-00-0-00-000	WILLS GREGORY M SR & DEMETRIA	9503 KEYSTONE DR LEES SUMMIT MO 64086-9719	9503 SE KEYSTONE DR	BLUE SPRINGS	MO	64086
2	54-410-13-47-00-0-00-000	CHAPMAN RIDGE OWNER MO LLC	309 E PACES FERRY RD SPC 400 ATLANTA GA 30305	124 SE LITTLE GARDEN LN	BLUE SPRINGS	MO	64064
3	54-440-07-13-00-0-00-000	HIGHLANDS RANCH OF JAC CNTY HOME ASSOC	PO BOX 458 LEES SUMMIT MO 64063	CA RESIDENTIAL	BLUE SPRINGS	MO	64086
4	54-410-18-03-00-0-00-000	CHAPMAN RIDGE OWNER MO LLC	309 E PACES FERRY RD STE 400 ATLANTA GA 30305	27300 E COLBERN RD	BLUE SPRINGS	MO	64064
5	54-410-13-54-00-0-00-000	CHAPMAN RIDGE OWNER MO LLC	309 E PACES FERRY RD SPC 400 ATLANTA GA 30305	126 SW LITTLE GARDEN LN	BLUE SPRINGS	MO	64064
6	54-410-13-51-00-0-00-000	CHAPMAN RIDGE OWNER MO LLC	309 E PACES FERRY RD SPC 400 ATLANTA GA 30305	102 SW LITTLE GARDEN LN	BLUE SPRINGS	MO	64064
7	54-440-07-10-00-0-00-000	BRADLEY CRAIG & SHANKS STEFANIE	9503 JACOB LN LEES SUMMIT MO 64086	9503 JACOB LN	BLUE SPRINGS	MO	64086
8	54-420-99-15-00-0-00-000	LUCKY DOG HOLDINGS LLC	651 NE CORONADO DR BLUE SPRINGS MO 64014	201 SW COLBERN RD	BLUE SPRINGS	MO	64064
9	54-410-18-02-00-0-00-000	CHAPMAN RIDGE OWNER MO LLC	309 E PACES FERRY RD STE 400 ATLANTA GA 30305	300 SE LITTLE GARDEN LN	BLUE SPRINGS	MO	64064
10	54-410-13-52-00-0-00-000	CHAPMAN RIDGE OWNER MO LLC	309 E PACES FERRY RD SPC 400 ATLANTA GA 30305	110 SW LITTLE GARDEN LN	BLUE SPRINGS	MO	64064
11	54-410-13-49-00-0-00-000	CHAPMAN RIDGE OWNER MO LLC	309 E PACES FERRY RD SPC 400 ATLANTA GA 30305	108 SE LITTLE GARDEN LN	BLUE SPRINGS	MO	64064
12	54-440-06-02-00-0-00-000	HIGHLANDS RANCH OF JAC CNTY HOME ASSOC	PO BOX 458 LEES SUMMIT MO 64063	27400 NE COLBERN RD	BLUE SPRINGS	MO	64086
13	54-440-07-11-00-0-00-000	HIGHLANDS RANCH OF JAC CNTY HOME ASSOC	PO BOX 458 LEES SUMMIT MO 64063	CA RESIDENTIAL	BLUE SPRINGS	MO	64086
14	54-410-18-04-00-0-00-000	CHAPMAN RIDGE LLC	PO BOX 6437 LEES SUMMIT MO 64064	27300 E COLBERN RD	BLUE SPRINGS	MO	64064
15	54-530-02-13-00-0-00-000	LEVEN CLARENCE R & NAOMI R	27601 E COLBERN RD LEES SUMMIT MO 64086	27601 NE COLBERN RD	UNINCORPORATED	MO	64086
16	54-410-13-53-00-0-00-000	CHAPMAN RIDGE OWNER MO LLC	309 E PACES FERRY RD SPC 400 ATLANTA GA 30305	118 SW LITTLE GARDEN LN	BLUE SPRINGS	MO	64064
17	54-430-01-22-01-3-00-000	LLS CHAPMAN FARMS LLC	28000 SE WYATT RD BLUE SPRINGS MO 64014	NO ADDRESS ASSIGNED BY CITY	BLUE SPRINGS	MO	64086
18	54-440-06-01-00-0-00-000	REORGANIZED CHURCH OF JESUS	1001 W WALNUT INDEPENDENCE MO 64051	27507 NE COLBERN RD	UNINCORPORATED	MO	64086
19	54-440-01-81-00-0-00-000	HANDY JEFFREY & SHERRI	9500 KEYSTONE DR LEES SUMMIT MO 64086	9500 SE KEYSTONE DR	BLUE SPRINGS	MO	64086
20	54-410-13-64-00-0-00-000	CHAPMAN RIDGE OWNER MO LLC	309 E PACES FERRY RD STE 400 ATLANTA GA 30305	200 SE LITTLE GARDEN LN	BLUE SPRINGS	MO	64064
21	54-430-01-22-01-4-00-000	ROBERT PAUL RAMM REVOCABLE TRUST DATED 06-14-1991	221 W 74TH TER KANSAS CITY MO 64114	26701 E COLBERN RD	BLUE SPRINGS	MO	64086
22	54-440-06-14-00-0-00-000	COLLINS JOHN LOUIS & STACY LYNN	9502 JACOB LN LEES SUMMIT MO 64086	9502 JACOB LN	BLUE SPRINGS	MO	64086
23	54-420-99-16-00-0-00-000	WAL MART REAL ESTATE BUSINESS TRUST	PO BOX 8050 MS 0555 BENTONVILLE AR 72716	NO ADDRESS ASSIGNED BY CITY	BLUE SPRINGS	MO	64064
24	54-410-13-48-00-0-00-000	CHAPMAN RIDGE OWNER MO LLC	309 E PACES FERRY RD SPC 400 ATLANTA GA 30305	116 SE LITTLE GARDEN LN	BLUE SPRINGS	MO	64064
25	54-430-01-30-00-0-00-000	CARRIAGE OAKS HOME ASSOC	9500 KEYSTONE DR LEES SUMMIT MO 64086	CA RESIDENTIAL	BLUE SPRINGS	MO	64086
26	54-410-13-35-00-0-00-000	CHAPMAN RIDGE LLC	PO BOX 6437 LEES SUMMIT MO 64064	NO ADDRESS ASSIGNED BY CITY	BLUE SPRINGS	MO	64064
27	54-410-13-50-00-0-00-000	CHAPMAN RIDGE OWNER MO LLC	309 E PACES FERRY RD SPC 400 ATLANTA GA 30305	100 SE LITTLE GARDEN LN	BLUE SPRINGS	MO	64064
28	54-420-99-09-00-0-00-000	GREEN MILL II LLC	331 CAPITOL DR LEES SUMMIT MO 64086	26550 E COLBERN RD	UNINCORPORATED	MO	64064
29	54-440-07-12-00-0-00-000	CONLEY SARA R & BRADLEY R	9719 JACOB LN LEES SUMMIT MO 64086	9719 JACOB LN	BLUE SPRINGS	MO	64086
30	54-440-01-65-00-0-00-000	BENNETT FAMILY TRUST DATED MAY 1, 2023	27005 NE COLBERN RD LEES SUMMIT MO 64086	27005 NE COLBERN RD	BLUE SPRINGS	MO	64086
31	54-530-02-14-00-0-00-000	YATES ROGER A & BRENDA K	27607 NE COLBERN RD LEES SUMMIT MO 64086	27607 NE COLBERN RD	UNINCORPORATED	MO	64086
32	54-500-02-22-00-0-00-000	LEES SUMMIT SCHOOL DIST R 7	600 MILLER LEES SUMMIT MO 64063-4241	27600 E COLBERN RD	LAKE LOTAWANA	MO	64064

BLUE SPRINGS
MISSOURI

June 12, 2026

Ref: Public Hearing: Annexation | ANNX-05-26-9895

Colbern Road Annexation

SW Colbern Rd Right-Of-Way east of SW 7 Hwy

Dear Property Owner:

A Public Hearing will be held by the Planning Commission and the City Council of the City of Blue Springs to receive comments from interested parties and citizens relative to a request by the applicant and owner, the City of Blue Springs to annex 2.43 +/- acres of property that consists of the right-of-way for SW Colber Road east of SW 7 Hwy into the corporate boundary of the City of Blue Springs

You are receiving this notice because County records indicate you own property within 185 feet of the boundary of the site in question.

Interested parties may view the application materials on file by contacting the Community Development Department via email at ComDevLegal@bluespringsmo.govor at City Hall at 903 W Main Street, Blue Springs, MO.

The hearing will be held in the Council Chambers in the Howard L. Brown Public Safety Building located at 1100 SW Smith Street, Blue Springs on the following dates:

City Council - Monday, July 6, 2026 @ 6:00 p.m.

&

City Council – Monday, July 20, 2026 @ 6:00 p.m.

Your attendance and comments are welcome at these meetings. Questions concerning this matter may be directed to the Community Development Department at 816-228-0207

Sincerely,

CITY OF BLUE SPRINGS

COMMUNITY DEVELOPMENT

Introduced by Councilmember _____ BILL 5413

(ANNX-05-26-9895) ORDINANCE_____

AN ORDINANCE ANNEXING 2.43 +/- ACRES OF UNINCORPORATED PROPERTY CONSISTING ENTIRELY OF SW COLBERN ROAD RIGHT-OF-WAY EAST OF SW 7 HIGHWAY INTO THE CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI

WHEREAS, pursuant to the Revised Statutes of Missouri and Ordinances of the City of Blue Springs, Missouri, a Voluntary Annexation Petition requesting annexation for the SW Colbern Road ROW east of SW 7 Highway Annexation was filed with the City of Blue Springs by the City of Blue Springs, the owners of all fee interest of record, in the lot of real estate described hereinafter; and

WHEREAS, said real estate described herein is adjacent and contagious to the present corporate limits of the City of Blue Springs, Missouri; and

WHEREAS, due public notice was published in *The Examiner* on June 13, 2026 regarding the public hearing concerning this matter before the City Council on July 6, 2026; and

WHEREAS, on July 06, 2026, a public hearing concerning the matter was held before the City Council of the City of Blue Springs; and

WHEREAS, the City Council of the City of Blue Springs has determined that the general criteria for annexation exists as mentioned in the Revised Statutes of Missouri and finds that said annexation is reasonable and necessary to the proper development of the City and that the City is able to furnish normal municipal services to said area within a reasonable time after annexation.

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

Section 1. That, pursuant to Section 71.012 RSMo, the described lots of land of real estate described below, are contiguous and compact to the existing corporate limits of the City, that the annexation is reasonable and necessary to the proper development of the City, and that the City has the ability to furnish normal municipal services to the area to be annexed within a reasonable time and therefore the described lots of land of real estate are hereby annexed into the City of Blue Springs, Missouri, to wit. The Land referred to herein below is situated in the County of Jackson, State of Missouri, and is described as follows:

Legal Description #1: All that part of existing Colbern Road right of way, as now established, and as established in Highlands Ranch, a subdivision in Jackson County, Missouri, all in the Southeast Quarter of Section 30, Township 48 North, Range 30 West, described by Michael J. Bogina, Missouri PLS 2022043970, of Olsson, MOLC-366, on November 6, 2023. as follows:

Beginning at the Northeast corner of the Southeast Quarter of Section 30, Township 48 North, Range 30 West; thence South 02 degrees 20 minutes 02 seconds West, on the East line of said Southeast Quarter, a distance of 36.90 feet to a point on the South line of Colbern Road right of way, as now established; then North 88 degrees 04 minutes 31 seconds West, on said South line, a distance of 598.13 feet to a point on the West line of a Warranty Deed, as recorded in Document 1964I0832400, said line also being the East line of Colbern Road right of way, as established in Highlands Ranch, a subdivision in Jackson County, Missouri; thence South 02 degrees 20 minutes 02 seconds

West, on said East and West lines, a distance of 20.00 feet to the Southeast corner of said Colbern Road right of way; thence North 88 degrees 04 minutes 31 seconds West, departing said West line, on the South line of said Colbern Road right of way, a distance of 193.14 feet to a point; thence South 54 degrees 04 minutes 13 seconds West, continuing on said South line a distance of 97.88 feet to a point; thence North 88 degrees 02 minutes 24 seconds West, departing said West line, on the South line of said Colbern Road right of way, a distance of 193.14 feet to a point; thence South 54 degrees 04 minutes 13 seconds West, continuing on said South line, a distance of 97.88 feet to a point; thence North 88 degrees 02 minutes 24 seconds West, continuing on said South line, a distance of 79.73 feet to a point; thence North 17 degrees 28 minutes 29 seconds West, continuing on said South line, a distance of 63.63 feet to a point; thence North 88 degrees 04 minutes 31 seconds West, continuing on said South line , a distance of 468.56 feet to the Southwest corner of said Colbern Road right of way, said corner also lying on the East line of Lot 1, Carriage Oaks, a subdivision in Jackson County, Missouri; thence North 02 degrees 11 minutes 39 seconds East, departing said South Line, on the East line of said Lot 1 and its Northerly extension, a distance of 62.33 feet to a point on the North line of said Southeast Quarter; thence South 87 degrees 51 minutes 32 seconds East, departing said Northerly extension, on said North line, a distance of 1438.11 feet to the POINT OF BEGINNING, containing 81,510 Square Feet or 1.8712 Acres, more or less.

Legal Description #2: All that part of existing Colbern Road right of

way, as established in Documents 2010E0058158 and 2012E0069491, and as now established, all lying in Government Lot 1 of the Southwest Quarter of Section 30, Township 48 North, Range 30 West, in Jackson County, Missouri, described by Michael J. Bogina, Missouri PLS-2022043970, of Olsson, MOLC-366, on December 2, 2024 as follows:

COMMENCING at the Northeast corner of Government Lot 1 of the Southwest Quarter of Section 30, Township 48 North, Range 30 West; thence North 88 degrees 12 minutes 32 West, on the North line of said Government Lot 1, a distance of 300.00 feet to a point of the Northerly extension on the North line of Tract “A”, Carriage Oaks, a subdivision in the City of Blue Springs, Jackson County, Missouri, the POINT OF BEGINNING; thence South 01 degree 58 minutes 53 seconds West, departing said North line on said Northerly extension, and on said North line, and on the East line of Colbern Road right of way, as established in Document 2010E0058158, a distance of 78.00 feet to the Southeast corner of said Colbern Road right of way; thence 88 degrees 08 minutes 38 seconds West, departing said North and East lines, on the South line of said Colbern Road right of way, a distance of 31.77 feet to a point; thence North 53 degrees 09 minutes 07 seconds West, continuing on said South line, a distance of 61.03 feet to a point; thence North 88 degrees 08 minutes 38 seconds West, continuing on said South line, and on the South line of Colbern Road right of way, as established in Document 2012E0069491, said South line also being the North line of Lot 1, Colbern Road Dollar General, a subdivision in the City of Blue Springs, Jackson County, Missouri, a

distance of 200.00 feet to a point; thence South 79 degrees 19 minutes 38 seconds west, continuing on said South and North lines, a distance of 175.72 feet to the Southeast corner of said Document 2012E0069491; thence North 01 degree 48 minutes 22 seconds East, departing said North line, on the West line of said Document 2012E0069491, and on the Northerly extension of said West line, a distance 80.61 feet to a point on said North line of said Government Lot 1; thence South 88 degrees 12 minutes 32 seconds East, departing said Northerly extension, on said North line, a distance of 453.54 feet to the POINT OF BEGINNING, containing 24,643 Square Feet or 0.5657 Acres, more or less.

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval beginning July 21, 2026, which is a minimum of fourteen (14) days after the July 6, 2026 public hearing date.

Section 3. That the City Clerk is authorized to file three certified copies of this ordinance with the Jackson County Assessor, Jackson County Clerk and one certified copy with the Jackson County Election Board.

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 20th day of July 2026.

CITY OF BLUE SPRINGS

_____

Chris Lievsay, Mayor

ATTEST:

_____

Erin Ford, City Clerk

1st Reading: _____

2nd Reading: _____

BLUE SPRINGS
MISSOURI

CITY COUNCIL

July 6, 2026

EXHIBITS FOR PUBLIC HEARING

12TH STREET VACATION

(VAC-06-26-9901)

EXHIBIT #1 City Council Information Form dated June 23, 2026 with the following attachments: Staff Report with attachments; Application with Attachments; Affidavit of Publication in The Examiner on June 6, 2026; 185 ft Notification Map; Names/Addresses of the property owners within 185 ft. of the site; Copy of letter sent to said property owners and Bill approving the Vacation

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: June 23, 2026

ITEM TYPE: Public Hearing / Ordinance

SUBMITTED BY: Logan Day

CONTRACT NUMBER: N/A

DEPARTMENT: City Development

STRATEGIC PLAN PRIORITY: Infrastructure

ITEM DESCRIPTION

A public hearing is being held at the request of the Applicant, City of Blue Springs, for consideration of a vacation of a portion of Right of Way located generally at 8131 SW 12th St. (VAC-06-26-9901) Upon conclusion of the public hearing, a Bill vacating the right of way will be ready for introduction and readings.

BACKGROUND

The City of Blue Springs is requesting approval of a vacation of a portion of right-of-way associated with the proposed SW 12th Street extension between SW Southcrest Drive and Wyatt Road. The roadway extension is intended to improve connectivity in the area, provide access to adjacent properties for future development, and serve the proposed Southwest Park development located west of the new roadway. The completion of Southwest Park is an objective outlined in the City's Strategic Plan 2025 – 2030 under the Priority Area of "Infrastructure."

The requested vacation will convert a portion of the existing right-of-way into permanent construction easements necessary for roadway, utility, and stormwater improvements associated with the project. The vacation is not anticipated to adversely impact public access, transportation connectivity, or utility service and will facilitate construction of the planned public infrastructure improvements.

The Planning Commission reviewed the request and recommended approval. Staff also recommends approval, subject to the conditions outlined in the staff report.

10/21/2025PROJECT TIMELINE

INFORMATION	DETAIL
Estimated Start Date	July 7, 2026
Estimated End Date	N/A

STAFF RECOMMENDATION

Staff recommends approval with listed conditions.

1. Approval by the City Council based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the Unified Development Code (UDC), unless specifically modified through the approval of this Vacation application. Conditions of approval include:

    a. Utility easements shall be provided within the existing right-of-way, including for the existing public sanitary sewer, prior to the vacation of the right-of-way. Documentation of utility releases and/or letters of no

objection from all affected utility providers shall be submitted prior to recording the vacation.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning Commission

Date: June 22, 2026

Action: Recommended approval of the Vacation with conditions. 8 Aye, 0 No, 1 Abstained

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Staff Report with attachments; Application with Attachments; Affidavit of Publication in The Examiner on June 6, 2026; 185 ft Notification Map; Names/Addresses of the property owners within 185 ft. of the site; Copy of letter sent to said property owners

2. Bill approving the Vacation

REVIEWED BY

Requesting Director: Nic Hutchison

Legal: James Newell

Administration: George Schmitz

City Administrator: Christine Cates

Budget: N/A

PLANNING APPLICATION REVIEW STAFF REPORT

Project Information

Meeting Dates:

Planning Commission: June 22nd, 2026

City Council Date: July 6th, 2026

Project Name: 12th Street Extension

Site Location: 8131 SW 12th St

Applicant: Dennis Dovel

Property Owner: City of Blue Springs

Staff Planner: Logan Day, Planner 1

Project Request:

VAC-06-26-009901: Vacation of portion of 12th street extension to change the existing right of way into permanent construction easements for the purpose of stormwater control, utilities and road construction.

Project Description:

The applicant is proposing an extension of SW 12th Street from SW Southcrest Drive to Wyatt Road to improve connectivity and provide access to properties in the area for

future development. The extension will also serve the proposed Southwest Park development located west of the new roadway. The requested right-of-way vacation is necessary to facilitate construction of the SW 12th Street extension and accommodate the planned improvements.

Staff Recommendation:

Staff recommends approval of the vacation application, subject to the conditions outlined at the conclusion of this staff report.

Previous Actions:

Date	Review Body	Action
February 12, 2024	Planning Commission	Recommended approval of Planned Development Concept Plan and Rezoning for Redwood Living.
February 21, 2024	City Council	Denied the Planned Development Concept Plan and Rezoning for Redwood Living.

Future Applications:

Approval of Vacation is required prior to the issuance of building permits.

Adjacent Properties:

Direction	Current Zoning	Current Land Use(s)
North:	"SF-7" (Single Family District)	Single Family Housing
South:	"PLOS" (Public Land Open Space)	Vacant Land
East:	"GB" (General Business) "MF-14" (Moderate Multi Family)	Blue Springs Christian Church/Vacant Land

West:	"PLOS" (Public Land Open Space)	Vacant Land

Vacation Analysis

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

Public Loss:

The proposed vacation would convert an existing permanent right-of-way into a permanent construction easement to facilitate the construction of public infrastructure, including stormwater, utilities, and roadway construction. The vacation is not anticipated to adversely impact public access, utility services, or transportation connectivity. The easement will ensure continued access for construction and maintenance activities necessary to support the development and associated public improvements.

Private Impact:

The proposed vacation will not adversely affect access or utility service to adjacent private properties. Access and service will be maintained while allowing for the construction of infrastructure needed to support development within the area

Public Notice:

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

Review Criteria

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

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

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

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

    a. Staff finds the vacation is in compliance with the requirements of the Development Code. In particular, staff finds that the vacation is consistent with the intent and design objectives of the subdivision design standards.

3. The vacation reflects sound planning and urban design principles with respect to existing and potential development in the vicinity, including consideration of

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

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

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

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

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

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

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

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

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

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

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

    a. Staff finds that the vacation will not injure or endanger any private rights.

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

    a. Staff finds that the right-of-way proposed for vacation no longer serves its intended public purpose. The area is not utilized for public transportation, access, or circulation needs, and its conversion to a permanent construction easement will better facilitate the installation and maintenance of stormwater, utility, and roadway improvements necessary to support development in the area. The proposed vacation will not diminish public access or connectivity and is therefore consistent with the public interest.

10. The recommendations of professional staff.

    a. Staff recommend approval of the vacation with the following one (1) conditions indicated below.

11. Other information which may come to its attention.

a. Staff finds there is no additional information that may come to our attention.

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

Staff Recommendation:

Staff recommends approval of the Vacation application with the following conditions:

1. Approval by the City Council based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the Unified Development Code (UDC), unless specifically modified through the approval of this Vacation application. Conditions of approval include:

    a. Utility easements shall be provided within the existing right-of-way, including for the existing public sanitary sewer, prior to the vacation of the right-of-way. Documentation of utility releases and/or letters of no objection from all affected utility providers shall be submitted prior to recording the vacation.



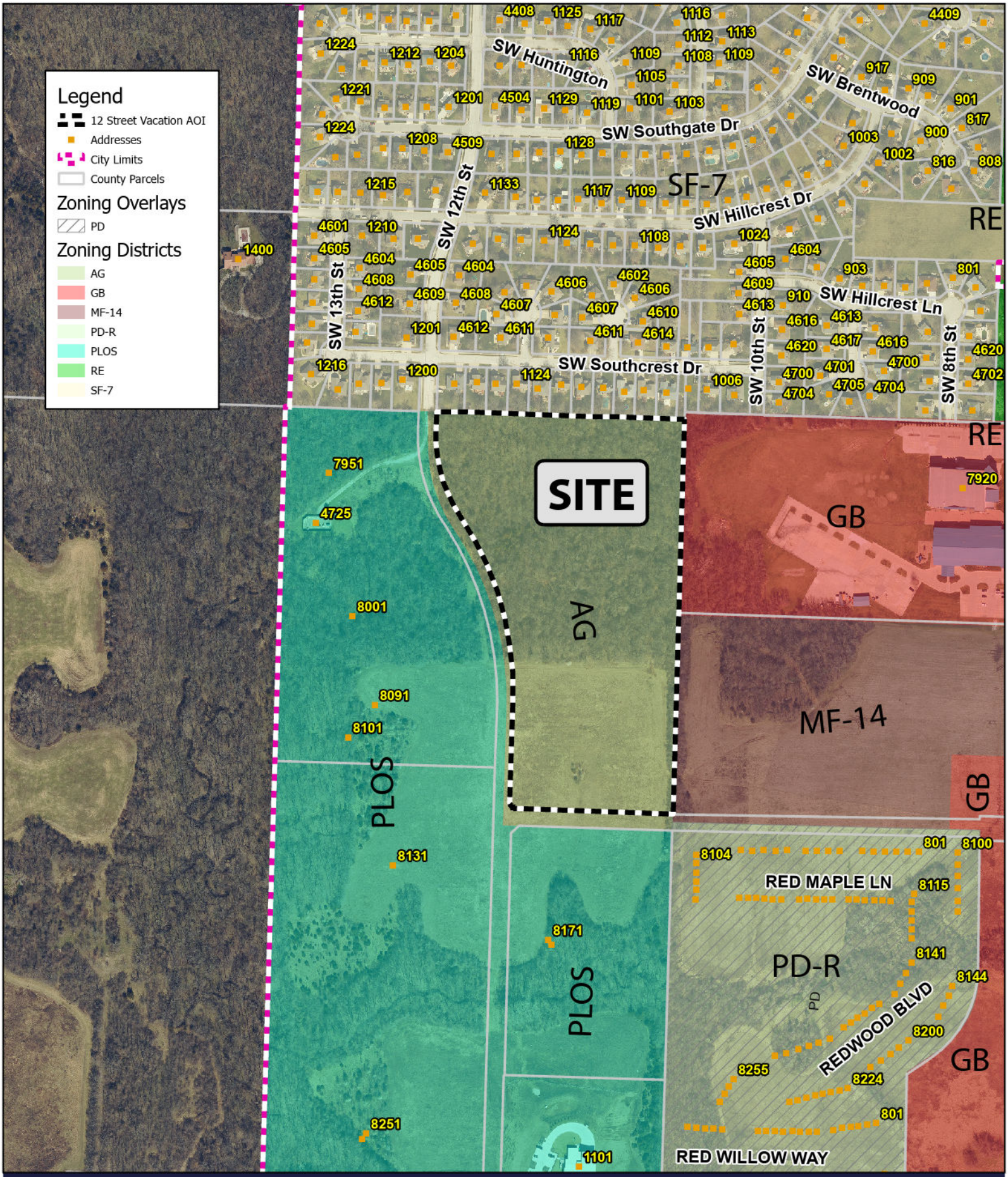
VAC-06-26-9901
Parcel: 42-740-98-97-00-0-00-00 &
42-740-97-99-01-0-00-000
AERIAL LOCATION MAP

BLUE SPRINGS
MISSOURI

N

1" = 400'

Date: 06/02/26



BLUE SPRINGS MISSOURI

VAC-06-26-9901
Parcel: 42-740-98-97-00-0-00-00 &
42-740-97-99-01-0-00-000
SITE LOCATION AND ZONING MAP

N

1" = 400'

Date: 06/02/26

PERMANENT EASEMENT #1 LEGAL DESCRIPTION:

ALL THAT PART OF "CHAPMAN WOODS, LOTS 1-3" RECORDED AS DOCUMENT NUMBER 2007E0075781, AND PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION THIRTEEN (13), TOWNSHIP FORTY-EIGHT (48) NORTH, RANGE THIRTY-ONE (31) WEST OF THE FIFTH PRINCIPAL MERIDIAN, ALL IN THE CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A REBAR WITH YELLOW PLASTIC CAP MARKED LS 2143 FOUND AT THE NORTHWEST CORNER OF LOT ONE (1) OF SAID "CHAPMAN WOODS, LOTS 1-3";
THENCE S 88° 01' 01" E, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, SAID LINE ALSO BEING THE COMMON LINE BETWEEN SAID "CHAPMAN WOODS, LOTS 1-3" AND "SOUTHGATE HILLS - 9TH PLAT" RECORDED AS DOCUMENT NUMBER 1995I1389835, A DISTANCE OF 498.61 FEET TO A REBAR WITH 3-1/2" ALUMINUM CAP MARKED LAMP RYNEARSON FOUND AT THE MOST NORTHERLY NORTHEAST CORNER OF SAID "CHAPMAN WOODS, LOTS 1-3";
THENCE S 01° 58' 35" W, ALONG THE EAST LINE OF SAID "CHAPMAN WOODS, LOTS 1-3", A DISTANCE OF 65.77 FEET TO A FOUND 3-1/2" ALUMINUM CAP MARKED LAMP RYNEARSON, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EAST LINE OF SAID "CHAPMAN WOODS, LOTS 1-3" ON A CURVE TO THE LEFT AN ARC DISTANCE OF 297.70 FEET, A RADIUS OF 470.00 FEET, A CHORD BEARING OF S 16° 10' 09" E AND A CHORD DISTANCE OF 292.75 FEET TO A FOUND 3-1/2" ALUMINUM CAP MARKED LAMP RYNEARSON;
THENCE CONTINUING ALONG SAID EAST LINE OF SAID "CHAPMAN WOODS, LOTS 1-3" ON A CURVE TO THE RIGHT AN ARC DISTANCE OF 243.67 FEET, A RADIUS OF 1030.00 FEET, A CHORD BEARING OF S 27° 32' 14" E AND A CHORD DISTANCE OF 243.11 FEET TO THE EAST LINE OF A PROPOSED RIGHT OF WAY FOR S.W. 12TH STREET;
THENCE ALONG SAID EAST PROPOSED RIGHT OF WAY LINE ON A CURVE TO THE LEFT AN ARC DISTANCE OF 79.90 FEET, A RADIUS OF 345.00 FEET, A CHORD BEARING OF N 35° 47' 20" W AND A CHORD DISTANCE OF 79.73 FEET TO A SET 1/2"X24" REBAR WITH CAP MARKED CLS 2006020653;
THENCE CONTINUING ALONG SAID EAST PROPOSED RIGHT OF WAY LINE N 42° 25' 26" W A DISTANCE OF 44.22 FEET TO THE CENTERLINE OF THE EXISTING RIGHT OF WAY FOR S.W. 12TH STREET;
THENCE ALONG SAID EXISTING RIGHT OF WAY CENTERLINE ON A CURVE TO THE LEFT AN ARC DISTANCE OF 118.21 FEET, A RADIUS OF 1000.00 FEET, A CHORD BEARING OF N 30° 55' 42" W AND A CHORD DISTANCE OF 118.14 FEET;
THENCE CONTINUING ALONG SAID EXISTING RIGHT OF WAY CENTERLINE ON A CURVE TO THE RIGHT AN ARC DISTANCE OF 110.71 FEET, A RADIUS OF 500.00 FEET, A CHORD BEARING OF N 27° 58' 18" W AND A CHORD DISTANCE OF 110.48 FEET TO THE EAST LINE OF A PROPOSED RIGHT OF WAY FOR S.W. 12TH STREET;
THENCE ALONG SAID EAST PROPOSED RIGHT OF WAY LINE ON A CURVE TO THE RIGHT AN ARC DISTANCE OF 95.10 FEET, A RADIUS OF 380.00 FEET, A CHORD BEARING OF N 05° 11' 34" W AND A CHORD DISTANCE OF 94.85 FEET TO A SET 1/2"X24" REBAR WITH CAP MARKED CLS 2006020653;
THENCE CONTINUING ALONG SAID EAST PROPOSED RIGHT OF WAY LINE N 01° 58' 35" E A DISTANCE OF 106.11 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 10,828 SQUARE FEET OR 0.25 ACRES, MORE OR LESS.

STATE OF MISSOURI
JIM COPELAND
NUMBER PLS-2004001329
PROFESSIONAL LAND SURVEYOR

DATE: 12/3/2025

JIM COPELAND, MO PLS # 2004001329 AS AGENT FOR LAND SURVEYING CORPORATION, WILSON & COMPANY, INC. ENGINEERS AND ARCHITECTS, MO CLS # 2006020653

NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D

SHEET NO: 1 OF 4
SCALE:
PROJECT NO: 24-001-018-00
DRAWN BY: NWK DATE: 12/3/2025
CHECKED BY: JC 12/3/2025
APPROVED BY:

WILSON & COMPANY
800 East 101st Terrace, Suite 200
Kansas City, MO 64131
Phone: 816-701-3100
Fax: 816-942-3013

EXHIBIT FOR PERMANENT EASEMENTS IN EAST 1/2 OF SOUTHEAST 1/4 OF SEC. 13-T48N-R31W, CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI

W:\Projects\24001018\009_Discipline\Survey\Drawings\24001018_XHBT1A.dwg Plotted on: Dec 03, 2025 - 12:11pm By: NWorsman

PERMANENT EASEMENT #2 LEGAL DESCRIPTION:

ALL THAT PART OF "CHAPMAN WOODS, LOTS 1-3" RECORDED AS DOCUMENT NUMBER 2007E0075781, AND PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION THIRTEEN (13), TOWNSHIP FORTY-EIGHT (48) NORTH, RANGE THIRTY-ONE (31) WEST OF THE FIFTH PRINCIPAL MERIDIAN, ALL IN THE CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3-1/2" ALUMINUM CAP MARKED LAMP RYNEARSON FOUND AT THE MOST EASTERLY NORTHEAST CORNER OF SAID "CHAPMAN WOODS, LOTS 1-3", SAID POINT ALSO BEING ON THE EAST LINE OF SAID SOUTHEAST QUARTER;
THENCE N 88° 17' 35" W, ALONG THE NORTH LINE OF SAID "CHAPMAN WOODS, LOTS 1-3", A DISTANCE OF 8.58 FEET TO A 1/2"X24" REBAR WITH CAP MARKED CLS 2006020653 SET ON THE NORTH LINE OF A PROPOSED RIGHT OF WAY FOR S.W. MAJOR ROAD, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG SAID NORTH PROPOSED RIGHT OF WAY LINE ON A CURVE TO THE LEFT AN ARC DISTANCE OF 104.71 FEET, A RADIUS OF 215.00 FEET, A CHORD BEARING OF S 77° 45' 16" W AND A CHORD DISTANCE OF 103.68 FEET TO THE CENTERLINE OF THE EXISTING RIGHT OF WAY FOR S.W. MAJOR ROAD;
THENCE N 88° 17' 35" W, ALONG SAID RIGHT OF WAY CENTERLINE, A DISTANCE OF 445.37 FEET TO A POINT ON THE NORTH PROPOSED RIGHT OF WAY LINE FOR S.W. 12TH STREET;
THENCE ALONG SAID NORTH PROPOSED RIGHT OF WAY LINE ON A CURVE TO THE RIGHT AN ARC DISTANCE OF 7.62 FEET, A RADIUS OF 320.00 FEET, A CHORD BEARING OF N 44° 58' 50" W AND A CHORD DISTANCE OF 7.62 FEET TO A POINT ON THE EXISTING CENTERLINE OF THE RIGHT OF WAY FOR S.W. 12TH STREET;
THENCE N 01° 42' 26" E, ALONG SAID RIGHT OF WAY CENTERLINE, A DISTANCE OF 375.81 FEET;
THENCE CONTINUING ALONG SAID RIGHT OF WAY CENTERLINE ON A CURVE TO THE LEFT AN ARC DISTANCE OF 135.35 FEET, A RADIUS OF 1000.00 FEET, A CHORD BEARING OF N 02° 10' 13" W AND A CHORD DISTANCE OF 135.25 FEET TO A POINT ON THE EAST PROPOSED RIGHT OF WAY LINE FOR S.W. 12TH STREET;
THENCE ALONG SAID EAST RIGHT OF WAY LINE ON A CURVE TO THE LEFT AN ARC DISTANCE OF 116.86 FEET, A RADIUS OF 345.00 FEET, A CHORD BEARING OF N 05° 42' 11" E AND A CHORD DISTANCE OF 116.31 FEET TO THE EAST LINE OF SAID "CHAPMAN WOODS, LOTS 1-3";
THENCE ALONG SAID EAST LINE OF SAID "CHAPMAN WOODS, LOTS 1-3" ON A CURVE TO THE RIGHT AN ARC DISTANCE OF 253.51 FEET, A RADIUS OF 1030.00 FEET, A CHORD BEARING OF S 05° 20' 38" E AND A CHORD DISTANCE OF 252.87 FEET TO A FOUND 3-1/2" ALUMINUM CAP MARKED LAMP RYNEARSON;
THENCE S 01° 42' 26" W, CONTINUING ALONG SAID EAST LINE OF SAID "CHAPMAN WOODS, LOTS 1-3", A DISTANCE OF 331.04 FEET TO A FOUND 3-1/2" ALUMINUM CAP MARKED LAMP RYNEARSON;
THENCE ALONG THE NORTHEAST LINE OF SAID "CHAPMAN WOODS, LOTS 1-3" ON A CURVE TO THE LEFT AN ARC DISTANCE OF 39.27 FEET, A RADIUS OF 25.00 FEET, A CHORD BEARING OF S 43° 17' 34" E AND A CHORD DISTANCE OF 35.36 FEET TO A FOUND 3-1/2" ALUMINUM CAP MARKED LAMP RYNEARSON;
THENCE S 88° 17' 35" E, ALONG THE NORTH LINE OF SAID "CHAPMAN WOODS, LOTS 1-3", A DISTANCE OF 496.54 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 28,458 SQUARE FEET OR 0.65 ACRES, MORE OR LESS.

STATE OF MISSOURI
JIM COPELAND
NUMBER
PLS-2004001329
PROFESSIONAL LAND SURVEYOR

DATE: 12/3/2025

JIM COPELAND, MO PLS # 2004001329 AS AGENT FOR LAND SURVEYING CORPORATION, WILSON & COMPANY, INC. ENGINEERS AND ARCHITECTS, MO CLS # 2006020653

NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D

SHEET NO: 2 OF 4
SCALE:
PROJECT NO: 24-001-016-00
DRAWN BY: NWK DATE: 12/3/2025
CHECKED BY: JC 12/3/2025
APPROVED BY:

WILSON & COMPANY
800 East 101st Terrace, Suite 200
Kansas City, MO 64131
Phone: 816-701-3100
Fax: 816-942-3013

EXHIBIT FOR PERMANENT EASEMENTS IN EAST 1/2 OF SOUTHEAST 1/4 OF SEC. 13-T48N-R31W, CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI

W:\Projects\24001016\03_Drawings\24001016BD_XHBY18.dwg Plotted on: Dec 03, 2025 - 12:11pm By: NWickman

Title of Document: Permanent Easement

Date of Document: _____, 2026

Grantors: Blue Springs Christian Church

Grantee: Blue Springs, Missouri

Mailing Address (Grantee): 903 W. Main Street, Blue Springs, Missouri 64015

Legal description:

All that part of "Chapman Woods, Lots 1-3" recorded as Document Number 2007E0075781, and Part of the East Half of the Southern Quarter of Section Thirteen (13), Township Forty-eight (48) North, Range Thirty-one (31) of the Fifth Principal Meridian, all in the City of Blue Springs, Jackson County, Missouri.

Title of Document: Permanent Construction Easement

Date of Document: _____, 2026

Grantors: Blue Springs Christian Church

Grantee: Blue Springs, Missouri

Mailing Address (Grantee): 903 W. Main Street, Blue Springs, Missouri 64015

Legal description:

All that part of "Chapman Woods, Lots 1-3" recorded as Document Number 2007E0075781, and Part of the East Half of the Southern Quarter of Section Thirteen (13), Township Forty-eight (48) North, Range Thirty-one (31) of the Fifth Principal Meridian, all in the City of Blue Springs, Jackson County, Missouri.

PERMANENT CONSTRUCTION EASEMENT

THIS AGREEMENT, made this _____ day of _____ 2026 by and between, Blue Springs Christian Church, having an address of 7920 SW MO-7 Highway, Blue Springs, Missouri 64014-5704, owner of the property herein described, hereinafter known as the Grantor and party of the first part, and Blue Springs, Missouri, a political subdivision of the State of Missouri, hereinafter known as the Grantee and party of the second part.

GRANTEE'S ADDRESS: 903 West Main Street, Blue Springs, Missouri 64015

WITNESSETH: Grantor, in consideration of the sum of Zero Dollars, to be paid by the City of Blue Springs, the receipt of which is hereby acknowledged, do by these presents convey, remise, release and quitclaim unto said party of the second part, the following described permanent construction easement in real estate in the County of Jackson, State of Missouri, to wit:

A perpetual and permanent construction easement for the construction, improvement, reconstruction and maintenance of city infrastructure, including but not limited to, construction of roadways, maintenance or access to the street, roadway, thoroughfare, storm sewers, underground pipe, manholes, catch basins, concrete drainage ways, open water ways, and all necessary appurtenances being and situated in the County of Jackson, and the State of Missouri, as legally described in Exhibit A which is attached hereto and incorporated herein; and

Grantor agrees not to obstruct or interfere with **Grantee's** use and enjoyment of the Easement areas granted hereunder by any means, including, without limitation, obstructing or interfering with the operation, maintenance or access to the street, roadway, thoroughfare, storm sewers, underground pipe, manholes, catch basins, concrete drainage ways, open water ways, and all necessary appurtenances thereto, by erecting, or causing or allowing to be erected, any building or structure on said Easement.

It is expressly agreed to by the **Grantor** that the **Grantee** may, in the **Grantee's** absolute discretion, and without prior notification to the **Grantor**, assign or transfer any and all of its rights under this Easement. Such assignment or transfer shall not otherwise affect any rights granted by the **Grantor** pursuant to this Easement.

Grantor further states that it is lawfully seized of title to the land through which said Easement is granted and that it has good and lawful right to convey said easement to the **Grantee** herein.

THIS GRANT shall, at all times be deemed to be and shall be, a continuing covenant running with the land and shall be binding upon the successors and assigns of the **Grantor**.

TO HAVE AND TO HOLD the same, with all rights privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its successors and assigns; the said parties of the first part hereby covenants that it is lawfully seized of an indefeasible estate in fee in the premises from which the permanent utility easement is herein conveyed and that it has good right to convey the same.

IN WITNESS WHEREOF, the said Grantor(s) executed the above on _____, 2026.

By: _____

By _____

Christine Cates, City Administrator

EXHIBIT A

Legal Description of Permanent Construction Easement #1

The tract of land contains 10,828 square feet or 0.25 acres, more or less.

All that part of "Chapman Woods, Lots 1-3" recorded as Document Number 2007E0075781, and Part of the East Half of the Southern Quarter of Section Thirteen (13), Township Forty-eight (48) North, Range Thirty-one (31) of the Fifth Principal Meridian, all in the City of Blue Springs, Jackson County, Missouri.

EXHIBIT B

Legal Description of Permanent Construction Easement #2

The tract of land contains 28,458 square feet or 0.64 acres, more or less.

All that part of "Chapman Woods, Lots 1-3" recorded as Document Number 2007E0075781, and Part of the East Half of the Southern Quarter of Section Thirteen (13), Township Forty-eight (48) North, Range Thirty-one (31) of the Fifth Principal Meridian, all in the City of Blue Springs, Jackson County, Missouri.

ACKNOWLEDGEMENT BY CORPORATION

STATE OF MISSOURI
COUNTY OF JACKSON

On this 29th day of May, 2026 appeared David Judd, Member, personally known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed.

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

Notary Public

My Commission Expires: 10/29/2026

MEGAN RODGERS
NOTARY PUBLIC - STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES: 10/29/2026
COMMISSION# 18919561

ACKNOWLEDGEMENT

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this _____ day of _____, 2026, before me personally appeared Christine Cates, to me personally known, who, being by me duly sworn, did say that she is the City Administrator of the City of Blue Springs, Missouri, and that said instrument was signed by Christine Cates on behalf of the City pursuant to due authority vested in such person and said individual acknowledged said instrument to be the free act and deed of said City.

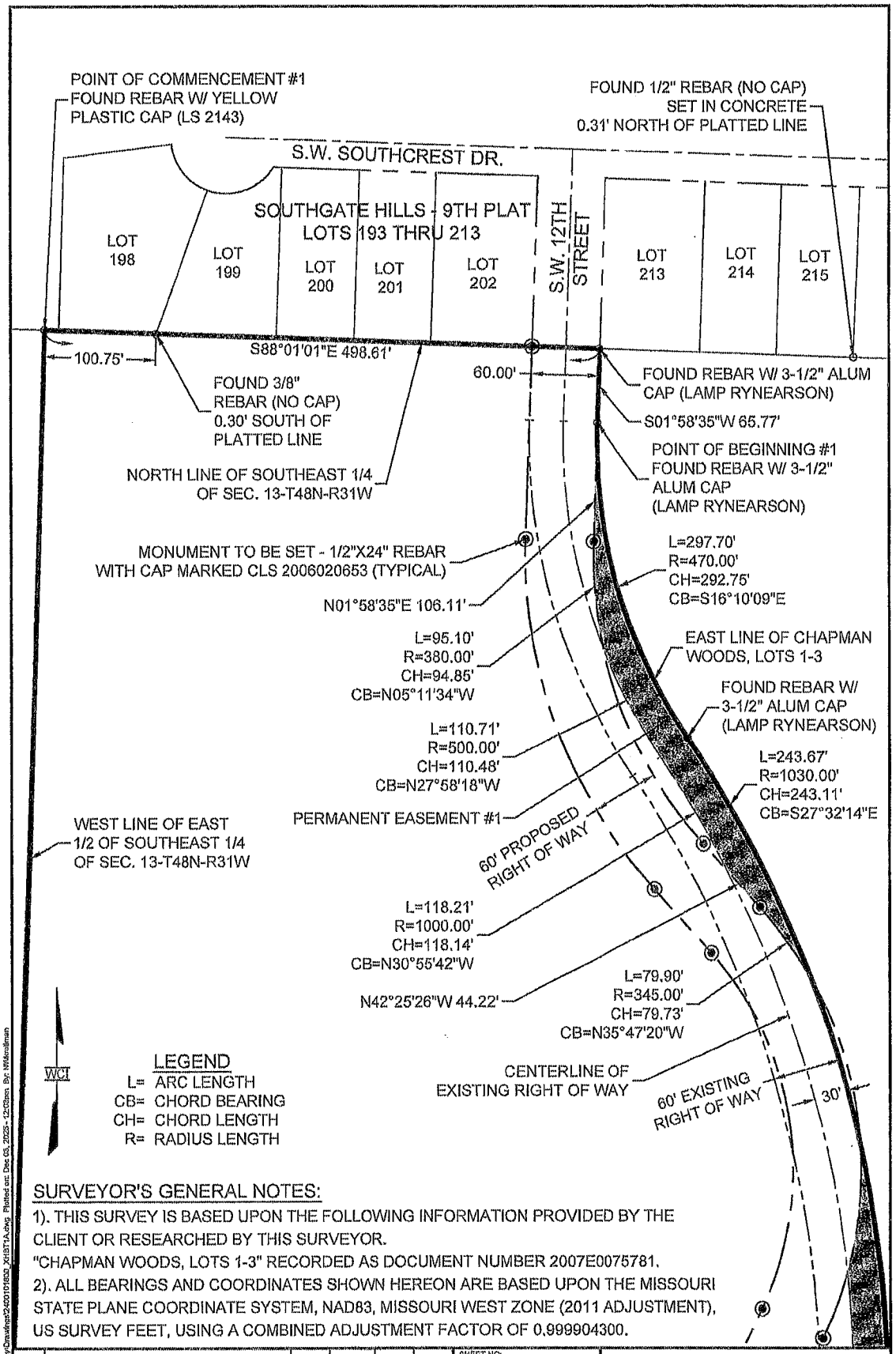
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Notary Public in and for said State
Commission Expires: _____

EXHIBIT A

Legal Description of Permanent Easement

All that part of "Chapman Woods, Lots 1-3" recorded as Document Number 2007E0075781, and Part of the East Half of the Southern Quarter of Section Thirteen (13), Township Forty-eight (48) North, Range Thirty-one (31) of the Fifth Principal Meridian, all in the City of Blue Springs, Jackson County, Missouri.



SURVEYOR'S GENERAL NOTES:

1). THIS SURVEY IS BASED UPON THE FOLLOWING INFORMATION PROVIDED BY THE CLIENT OR RESEARCHED BY THIS SURVEYOR.
"CHAPMAN WOODS, LOTS 1-3" RECORDED AS DOCUMENT NUMBER 2007E0075781.

2). ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, NAD83, MISSOURI WEST ZONE (2011 ADJUSTMENT), US SURVEY FEET, USING A COMBINED ADJUSTMENT FACTOR OF 0.999904300.

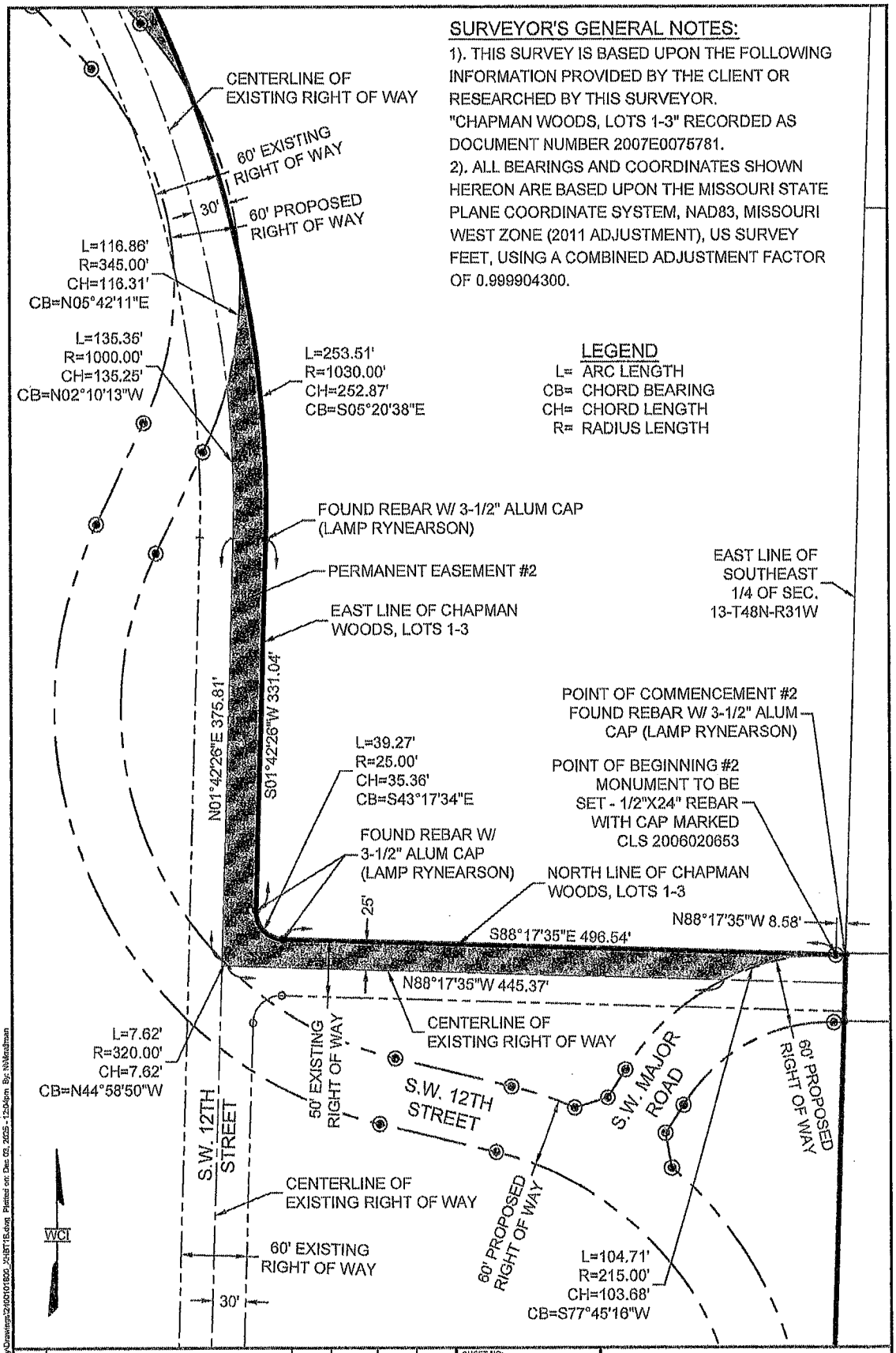
NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D

SHEET NO:	3 OF 4
SCALE:	1" = 100'
PROJECT NO:	24-001-018-00
DRAWN BY: NWK	DATE: 12/3/2025
CHECKED BY: JC	12/3/2025
APPROVED BY:	

WILSON & COMPANY
800 East 101st Terrace, Suite 200
Kansas City, MO 64131
Phone: 816-701-3100
Fax: 816-942-3013

EXHIBIT FOR PERMANENT EASEMENTS
IN EAST 1/2 OF SOUTHEAST 1/4
OF SEC. 13-T48N-R31W,
CITY OF BLUE SPRINGS,
JACKSON COUNTY, MISSOURI

W:\Projects\24001018000_DivisionRoad\Survey\Drawings\24001018000_XHIBIT1A.dwg Plotted on: Dec 03, 2025 - 12:28pm By: MMcmillan



NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D

SHEET NO:	4 OF 4
SCALE:	1" = 100'
PROJECT NO:	24-001-018-00
DRAWN BY: NWK	DATE: 12/3/2025
CHECKED BY: JC	12/3/2025
APPROVED BY:	

WILSON & COMPANY
800 East 101st Terrace, Suite 200
Kansas City, MO 64131
Phone: 816-701-3100
Fax: 816-942-3013

EXHIBIT FOR PERMANENT EASEMENTS IN EAST 1/2 OF SOUTHEAST 1/4 OF SEC. 13-T48N-R31W, CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI

M:\Projects\24-001-018\DWG_Data\Plats\Survey\Drawings\24001018DWG_ExhibitPlat.dwg, Plotted on: Dec 03, 2025 - 12:54pm, By: NWeidman

PERMANENT CONSTRUCTION EASEMENT

THIS AGREEMENT, made this _____ day of _____ 2026 by and between, Blue Springs Christian Church, having an address of 7920 SW MO-7 Highway, Blue Springs, Missouri 64014-5704, owner of the property herein described, hereinafter known as the Grantor and party of the first part, and Blue Springs, Missouri, a political subdivision of the State of Missouri, hereinafter known as the Grantee and party of the second part.

GRANTEE'S ADDRESS: 903 West Main Street, Blue Springs, Missouri 64015

WITNESSETH: Grantor, in consideration of the sum of Zero Dollars., to be paid by the City of Blue Springs, the receipt of which is hereby acknowledged, do by these presents convey, remise, release and quitclaim unto said party of the second part, the following described permanent construction easement in real estate in the County of Jackson, State of Missouri, to wit:

> A perpetual and permanent construction easement for the construction, improvement, reconstruction and maintenance of city infrastructure, including but not limited to, construction of roadways, maintenance or access to the street, roadway, thoroughfare, storm sewers, underground pipe, manholes, catch basins, concrete drainage ways, open water ways, and all necessary appurtenances being and situated in the County of Jackson, and the State of Missouri, as legally described in Exhibit A which is attached hereto and incorporated herein; and

Grantor agrees not to obstruct or interfere with **Grantee's** use and enjoyment of the Easement areas granted hereunder by any means, including, without limitation, obstructing or interfering with the operation, maintenance or access to the street, roadway, thoroughfare, storm sewers, underground pipe, manholes, catch basins, concrete drainage ways, open water ways, and all necessary appurtenances thereto, by erecting, or causing or allowing to be erected, any building or structure on said Easement.

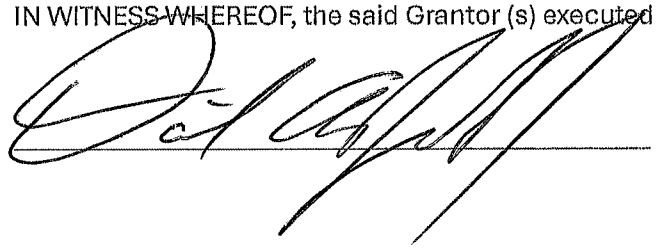
It is expressly agreed to by the **Grantor** that the **Grantee** may, in the **Grantee's** absolute discretion, and without prior notification to the **Grantor**, assign or transfer any and all of its rights under this Easement. Such assignment or transfer shall not otherwise affect any rights granted by the **Grantor** pursuant to this Easement.

Grantor further states that it is lawfully seized of title to the land through which said Easement is granted and that it has good and lawful right to convey said easement to the **Grantee** herein.

THIS GRANT shall, at all times be deemed to be and shall be, a continuing covenant running with the land and shall be binding upon the successors and assigns of the **Grantor**.

TO HAVE AND TO HOLD the same, with all rights privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its successors and assigns; the said parties of the first part hereby covenants that it is lawfully seized of an indefeasible estate in fee in the premises from which the permanent utility easement is herein conveyed and that it has good right to convey the same.

IN WITNESS WHEREOF, the said Grantor (s) executed the above on _____, 2026.

By: 

By _____

Christine Cates, City Administrator

EXHIBIT A

Legal Description of Permanent Easement

All that part of "Chapman Woods, Lots 1-3" recorded as Document Number 2007E0075781, and Part of the East Half of the Southern Quarter of Section Thirteen (13), Township Forty-eight (48) North, Range Thirty-one (31) of the Fifth Principal Meridian, all in the City of Blue Springs, Jackson County, Missouri.

PERMANENT EASEMENT #1 LEGAL DESCRIPTION:

ALL THAT PART OF "CHAPMAN WOODS, LOTS 1-3" RECORDED AS DOCUMENT NUMBER 2007E0076781, AND PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION THIRTEEN (13), TOWNSHIP FORTY-EIGHT (48) NORTH, RANGE THIRTY-ONE (31) WEST OF THE FIFTH PRINCIPAL MERIDIAN, ALL IN THE CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A REBAR WITH YELLOW PLASTIC CAP MARKED LS 2143 FOUND AT THE NORTHWEST CORNER OF LOT ONE (1) OF SAID "CHAPMAN WOODS, LOTS 1-3";
THENCE S 88° 01' 01" E, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, SAID LINE ALSO BEING THE COMMON LINE BETWEEN SAID "CHAPMAN WOODS, LOTS 1-3" AND "SOUTHGATE HILLS - 9TH PLAT" RECORDED AS DOCUMENT NUMBER 1995I1389835, A DISTANCE OF 498.61 FEET TO A REBAR WITH 3-1/2" ALUMINUM CAP MARKED LAMP RYNEARSON FOUND AT THE MOST NORTHERLY NORTHEAST CORNER OF SAID "CHAPMAN WOODS, LOTS 1-3";
THENCE S 01° 58' 35" W, ALONG THE EAST LINE OF SAID "CHAPMAN WOODS, LOTS 1-3", A DISTANCE OF 65.77 FEET TO A FOUND 3-1/2" ALUMINUM CAP MARKED LAMP RYNEARSON, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EAST LINE OF SAID "CHAPMAN WOODS, LOTS 1-3" ON A CURVE TO THE LEFT AN ARC DISTANCE OF 297.70 FEET, A RADIUS OF 470.00 FEET, A CHORD BEARING OF S 16° 10' 09" E AND A CHORD DISTANCE OF 292.75 FEET TO A FOUND 3-1/2" ALUMINUM CAP MARKED LAMP RYNEARSON;
THENCE CONTINUING ALONG SAID EAST LINE OF SAID "CHAPMAN WOODS, LOTS 1-3" ON A CURVE TO THE RIGHT AN ARC DISTANCE OF 243.67 FEET, A RADIUS OF 1030.00 FEET, A CHORD BEARING OF S 27° 32' 14" E AND A CHORD DISTANCE OF 243.11 FEET TO THE EAST LINE OF A PROPOSED RIGHT OF WAY FOR S.W. 12TH STREET;
THENCE ALONG SAID EAST PROPOSED RIGHT OF WAY LINE ON A CURVE TO THE LEFT AN ARC DISTANCE OF 79.90 FEET, A RADIUS OF 345.00 FEET, A CHORD BEARING OF N 35° 47' 20" W AND A CHORD DISTANCE OF 79.73 FEET TO A SET 1/2"X24" REBAR WITH CAP MARKED CLS 2006020653;
THENCE CONTINUING ALONG SAID EAST PROPOSED RIGHT OF WAY LINE N 42° 25' 26" W A DISTANCE OF 44.22 FEET TO THE CENTERLINE OF THE EXISTING RIGHT OF WAY FOR S.W. 12TH STREET;
THENCE ALONG SAID EXISTING RIGHT OF WAY CENTERLINE ON A CURVE TO THE LEFT AN ARC DISTANCE OF 118.21 FEET, A RADIUS OF 1000.00 FEET, A CHORD BEARING OF N 30° 55' 42" W AND A CHORD DISTANCE OF 118.14 FEET;
THENCE CONTINUING ALONG SAID EXISTING RIGHT OF WAY CENTERLINE ON A CURVE TO THE RIGHT AN ARC DISTANCE OF 110.71 FEET, A RADIUS OF 500.00 FEET, A CHORD BEARING OF N 27° 58' 18" W AND A CHORD DISTANCE OF 110.48 FEET TO THE EAST LINE OF A PROPOSED RIGHT OF WAY FOR S.W. 12TH STREET;
THENCE ALONG SAID EAST PROPOSED RIGHT OF WAY LINE ON A CURVE TO THE RIGHT AN ARC DISTANCE OF 95.10 FEET, A RADIUS OF 380.00 FEET, A CHORD BEARING OF N 05° 11' 34" W AND A CHORD DISTANCE OF 94.85 FEET TO A SET 1/2"X24" REBAR WITH CAP MARKED CLS 2006020653;
THENCE CONTINUING ALONG SAID EAST PROPOSED RIGHT OF WAY LINE N 01° 58' 35" E A DISTANCE OF 106.11 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 10,828 SQUARE FEET OR 0.25 ACRES, MORE OR LESS.

STATE OF MISSOURI
JIM COPELAND
NUMBER PLS-2004001329
PROFESSIONAL LAND SURVEYOR

DATE: 12/3/2025

JIM COPELAND, MO PLS # 2004001329 AS AGENT FOR LAND SURVEYING CORPORATION, WILSON & COMPANY, INC. ENGINEERS AND ARCHITECTS, MO CLS # 2006020653

NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D

SHEET NO: 1 OF 4
SCALE:
PROJECT NO: 24-001-018-00
DRAWN BY: NWK DATE: 12/3/2025
CHECKED BY: JC 12/3/2025
APPROVED BY:

WILSON & COMPANY
800 East 101st Terrace, Suite 200
Kansas City, MO 64131
Phone: 816-701-3100
Fax: 816-942-3013

EXHIBIT FOR PERMANENT EASEMENTS IN EAST 1/2 OF SOUTHEAST 1/4 OF SEC. 13-T48N-R31W, CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI

W:\Projects\24001018\003_Disciplines\Survey\Drawings\24001018003_XSET1A.dwg Plotted on: Dec 03, 2025 - 12:11pm By: MWarshaw

PERMANENT EASEMENT #2 LEGAL DESCRIPTION:

ALL THAT PART OF "CHAPMAN WOODS, LOTS 1-3" RECORDED AS DOCUMENT NUMBER 2007E0075781, AND PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION THIRTEEN (13), TOWNSHIP FORTY-EIGHT (48) NORTH, RANGE THIRTY-ONE (31) WEST OF THE FIFTH PRINCIPAL MERIDIAN, ALL IN THE CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3-1/2" ALUMINUM CAP MARKED LAMP RYNEARSON FOUND AT THE MOST EASTERLY NORTHEAST CORNER OF SAID "CHAPMAN WOODS, LOTS 1-3", SAID POINT ALSO BEING ON THE EAST LINE OF SAID SOUTHEAST QUARTER;
THENCE N 88° 17' 35" W, ALONG THE NORTH LINE OF SAID "CHAPMAN WOODS, LOTS 1-3", A DISTANCE OF 8.58 FEET TO A 1/2"X24" REBAR WITH CAP MARKED CLS 2006020653 SET ON THE NORTH LINE OF A PROPOSED RIGHT OF WAY FOR S.W. MAJOR ROAD, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG SAID NORTH PROPOSED RIGHT OF WAY LINE ON A CURVE TO THE LEFT AN ARC DISTANCE OF 104.71 FEET, A RADIUS OF 215.00 FEET, A CHORD BEARING OF S 77° 45' 16" W AND A CHORD DISTANCE OF 103.68 FEET TO THE CENTERLINE OF THE EXISTING RIGHT OF WAY FOR S.W. MAJOR ROAD;
THENCE N 88° 17' 35" W, ALONG SAID RIGHT OF WAY CENTERLINE, A DISTANCE OF 445.37 FEET TO A POINT ON THE NORTH PROPOSED RIGHT OF WAY LINE FOR S.W. 12TH STREET;
THENCE ALONG SAID NORTH PROPOSED RIGHT OF WAY LINE ON A CURVE TO THE RIGHT AN ARC DISTANCE OF 7.62 FEET, A RADIUS OF 320.00 FEET, A CHORD BEARING OF N 44° 58' 50" W AND A CHORD DISTANCE OF 7.62 FEET TO A POINT ON THE EXISTING CENTERLINE OF THE RIGHT OF WAY FOR S.W. 12TH STREET;
THENCE N 01° 42' 26" E, ALONG SAID RIGHT OF WAY CENTERLINE, A DISTANCE OF 375.81 FEET;
THENCE CONTINUING ALONG SAID RIGHT OF WAY CENTERLINE ON A CURVE TO THE LEFT AN ARC DISTANCE OF 135.36 FEET, A RADIUS OF 1000.00 FEET, A CHORD BEARING OF N 02° 10' 13" W AND A CHORD DISTANCE OF 135.25 FEET TO A POINT ON THE EAST PROPOSED RIGHT OF WAY LINE FOR S.W. 12TH STREET;
THENCE ALONG SAID EAST RIGHT OF WAY LINE ON A CURVE TO THE LEFT AN ARC DISTANCE OF 116.86 FEET, A RADIUS OF 345.00 FEET, A CHORD BEARING OF N 05° 42' 11" E AND A CHORD DISTANCE OF 116.31 FEET TO THE EAST LINE OF SAID "CHAPMAN WOODS, LOTS 1-3";
THENCE ALONG SAID EAST LINE OF SAID "CHAPMAN WOODS, LOTS 1-3" ON A CURVE TO THE RIGHT AN ARC DISTANCE OF 253.51 FEET, A RADIUS OF 1030.00 FEET, A CHORD BEARING OF S 05° 20' 38" E AND A CHORD DISTANCE OF 252.87 FEET TO A FOUND 3-1/2" ALUMINUM CAP MARKED LAMP RYNEARSON;
THENCE S 01° 42' 26" W, CONTINUING ALONG SAID EAST LINE OF SAID "CHAPMAN WOODS, LOTS 1-3", A DISTANCE OF 331.04 FEET TO A FOUND 3-1/2" ALUMINUM CAP MARKED LAMP RYNEARSON;
THENCE ALONG THE NORTHEAST LINE OF SAID "CHAPMAN WOODS, LOTS 1-3" ON A CURVE TO THE LEFT AN ARC DISTANCE OF 39.27 FEET, A RADIUS OF 25.00 FEET, A CHORD BEARING OF S 43° 17' 34" E AND A CHORD DISTANCE OF 35.36 FEET TO A FOUND 3-1/2" ALUMINUM CAP MARKED LAMP RYNEARSON;
THENCE S 88° 17' 35" E, ALONG THE NORTH LINE OF SAID "CHAPMAN WOODS, LOTS 1-3", A DISTANCE OF 496.54 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 28,458 SQUARE FEET OR 0.65 ACRES, MORE OR LESS.

STATE OF MISSOURI
JIM COPELAND
NUMBER
PLS-2004001329
PROFESSIONAL LAND SURVEYOR

DATE: 12/3/2025

JIM COPELAND, MO PLS # 2004001329 AS AGENT FOR LAND SURVEYING CORPORATION, WILSON & COMPANY, INC. ENGINEERS AND ARCHITECTS, MO CLS # 2006020653

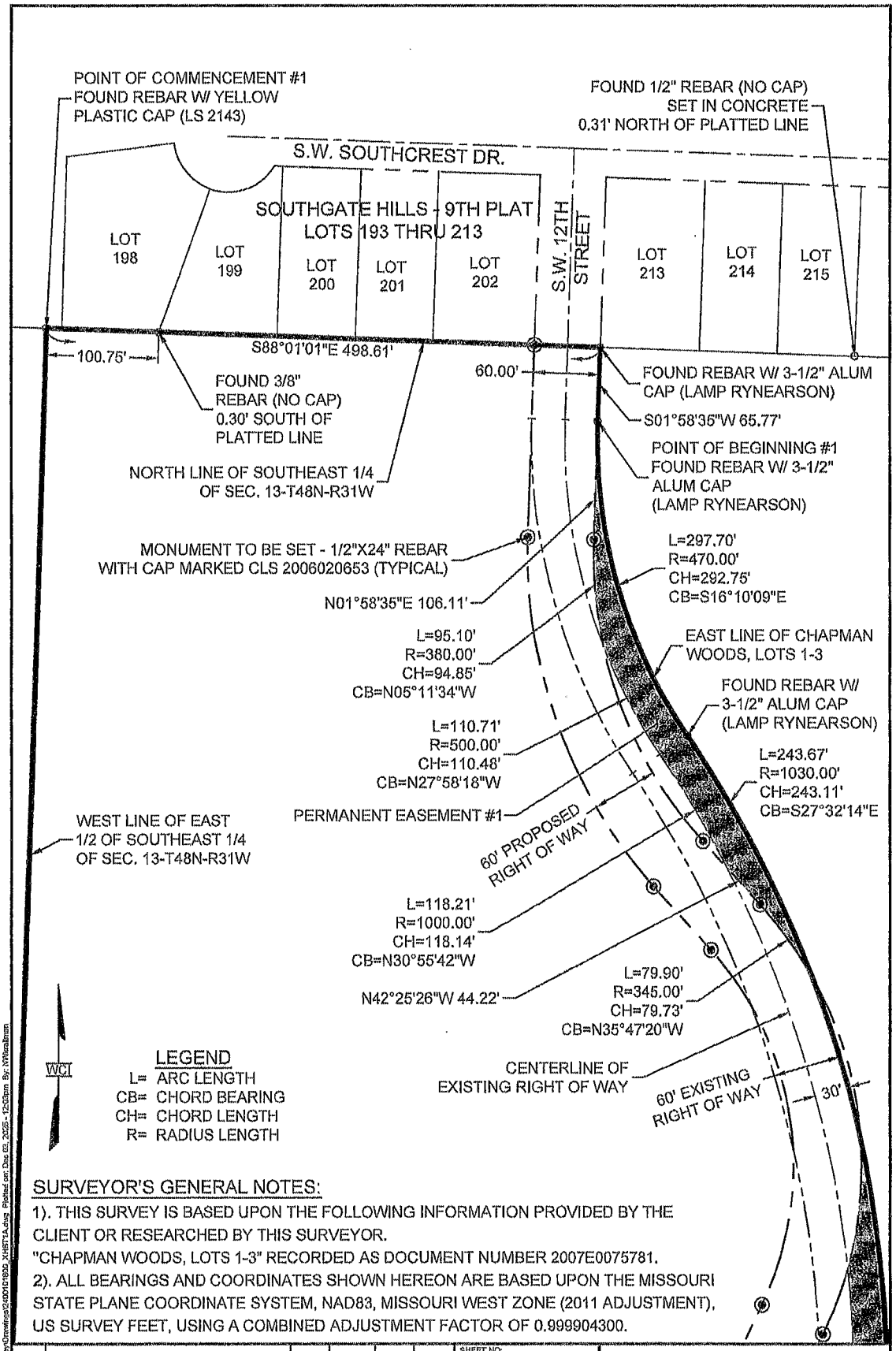
NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D

SHEET NO: 2 OF 4
SCALE:
PROJECT NO: 24-001-018-00
DRAWN BY: NWK DATE: 12/3/2025
CHECKED BY: JC 12/3/2025
APPROVED BY:

WILSON & COMPANY
800 East 101st Terrace, Suite 200
Kansas City, MO 64131
Phone: 816-701-3100
Fax: 816-942-3013

EXHIBIT FOR PERMANENT EASEMENTS IN EAST 1/2 OF SOUTHEAST 1/4 OF SEC. 13-T48N-R31W, CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI

W:\Projects\24001018\003_Discipline\Survey\Drawings\24001018_XHBT1S.dwg Plotted on: Dec 03, 2025 - 12:19pm By: MWeidman



SURVEYOR'S GENERAL NOTES:

1). THIS SURVEY IS BASED UPON THE FOLLOWING INFORMATION PROVIDED BY THE CLIENT OR RESEARCHED BY THIS SURVEYOR.
"CHAPMAN WOODS, LOTS 1-3" RECORDED AS DOCUMENT NUMBER 2007E0075781.

2). ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, NAD83, MISSOURI WEST ZONE (2011 ADJUSTMENT), US SURVEY FEET, USING A COMBINED ADJUSTMENT FACTOR OF 0.999904300.

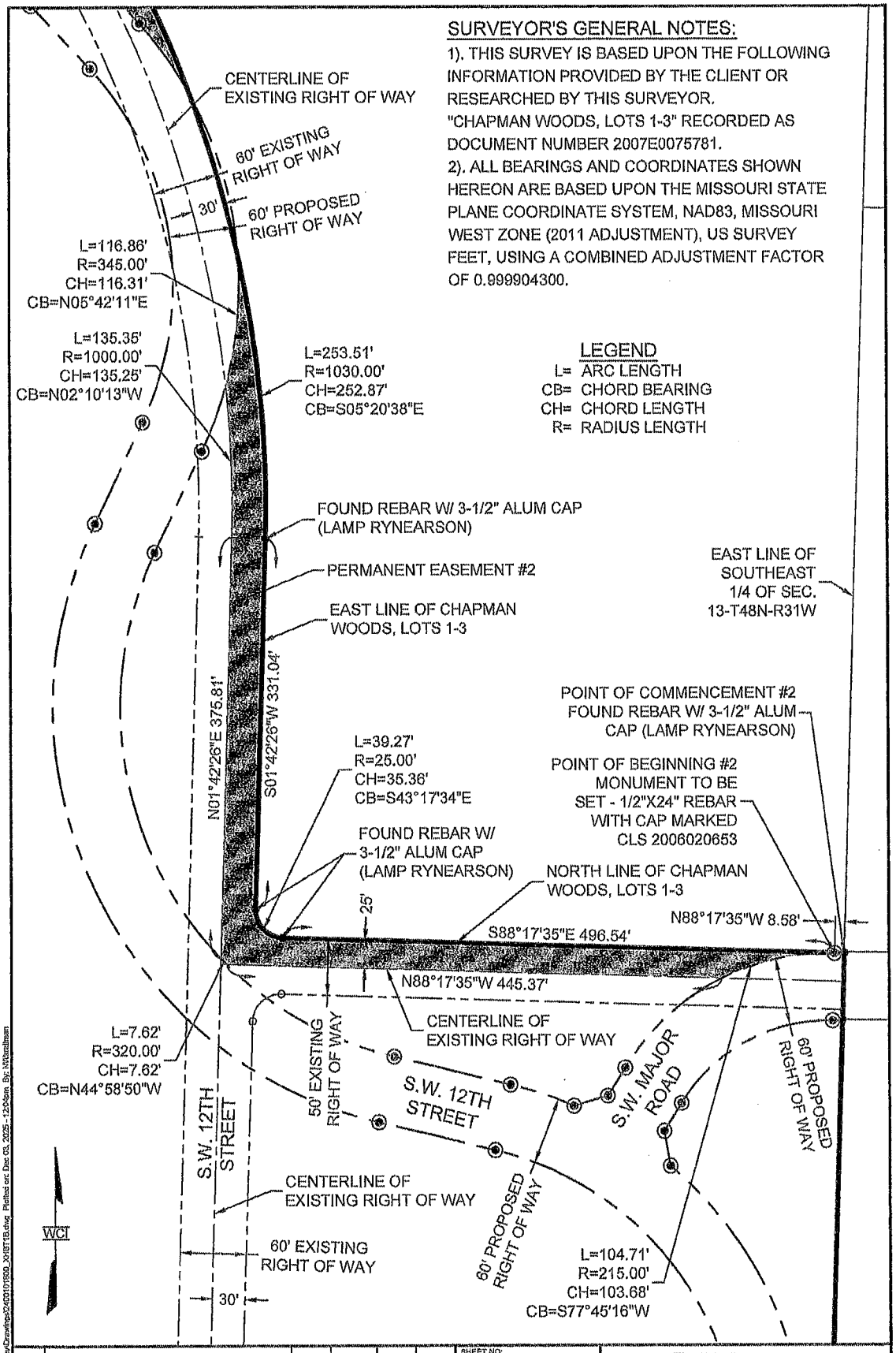
NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D

SHEET NO: 3 OF 4
SCALE: 1" = 100'
PROJECT NO: 24-001-018-00
DRAWN BY: NWK DATE: 12/3/2025
CHECKED BY: JC 12/3/2025
APPROVED BY:

WILSON & COMPANY
800 East 101st Terrace, Suite 200
Kansas City, MO 64131
Phone: 816-701-3100
Fax: 816-942-3013

EXHIBIT FOR PERMANENT EASEMENTS
IN EAST 1/2 OF SOUTHEAST 1/4
OF SEC. 13-T48N-R31W,
CITY OF BLUE SPRINGS,
JACKSON COUNTY, MISSOURI

W:\Projects\24001018\003_Docs\SheetSurvey\Drawings\24001018_XHIBIT1A.dwg Plotted on: Dec 03, 2025 - 12:03pm By: WMeraltinen



NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D

SHEET NO:	4 OF 4
SCALE:	1" = 100'
PROJECT NO:	24-001-018-00
DRAWN BY: NWK	DATE: 12/3/2025
CHECKED BY: JC	12/3/2026
APPROVED BY:	

WILSON & COMPANY
800 East 101st Terrace, Suite 200
Kansas City, MO 64131
Phone: 816-701-3100
Fax: 816-942-3013

EXHIBIT FOR PERMANENT EASEMENTS IN EAST 1/2 OF SOUTHEAST 1/4 OF SEC. 13-T48N-R31W, CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI

I:\Projects\24001018\00_Discipline\Survey\Drawings\24001018_DisciplineSurveyDrawings_XrefBTB.dwg Plotted on: Dec 03, 2025 - 12:04pm By: NWKellman

CONTROL POINTS

CP-100	CP-101
SET ORANGE PLASTIC CAP	SET ORANGE PLASTIC CAP
N. 172638.2008	N. 169992.1936
E. 97647.2219	E. 97940.4407
EL. 934.011'	EL. 959.552'

SURVEY NOTES

DTM AND PLANIMETRY COMPILED BY A COMBINATION OF AERIAL PHOTOGRAMMETRIC MAPPING AND A LIDAR SURFACE MODEL.

AERIAL LIDAR/PHOTOGRAPHY WAS ACQUIRED WITH A DJI MATRICE 350 RTK DJI L2 LIDAR PAYLOAD, A ONE INCH - 20-MEGAPIXEL CMOS SENSOR ON 2/04/2025 AT 250FT ABOVE MEAN TERRAIN. LIDAR POINT DENSITY 1080 POINTS PER SQUARE METER. IMAGERY NOMINAL GROUND SAMPLE DISTANCE OF 0.591 INCH (1.40CM).

FIELD SURVEY OF GROUND CONTROL FEBRUARY 2025.

HORIZONTAL DATUM: NORTH AMERICAN DATUM 83
VERTICAL DATUM: NORTH AMERICAN VERTICAL DATUM 88
COORDINATE SYSTEM: BASED ON STATE PLANE MISSOURI WEST
SCALED TO GROUND AROUND (0,0)
COMBINED GRID TO GROUND SCALE FACTOR: 1.0000957
GEOID: 2018
UNITS: US SURVEY FEET

DTM DATA WILL MEET 1990 ASPRS TOPOGRAPHIC ELEVATION ACCURACY FOR CONTOUR INTERVAL 1, CLASS 1. PLANIMETRIC AND ORTHOPHOTO DATA WILL MEET ASPRS PLANIMETRIC FEATURE COORDINATE ACCURACY FOR TARGET MAP SCALE 1" = 50' CLASS 1: FOR WELL-DEFINED POINTS WHEN COMPARED TO THE GROUND CONTROL USED FOR THE PHOTOGRAMMETRIC MAPPING AND SURFACE MODEL.

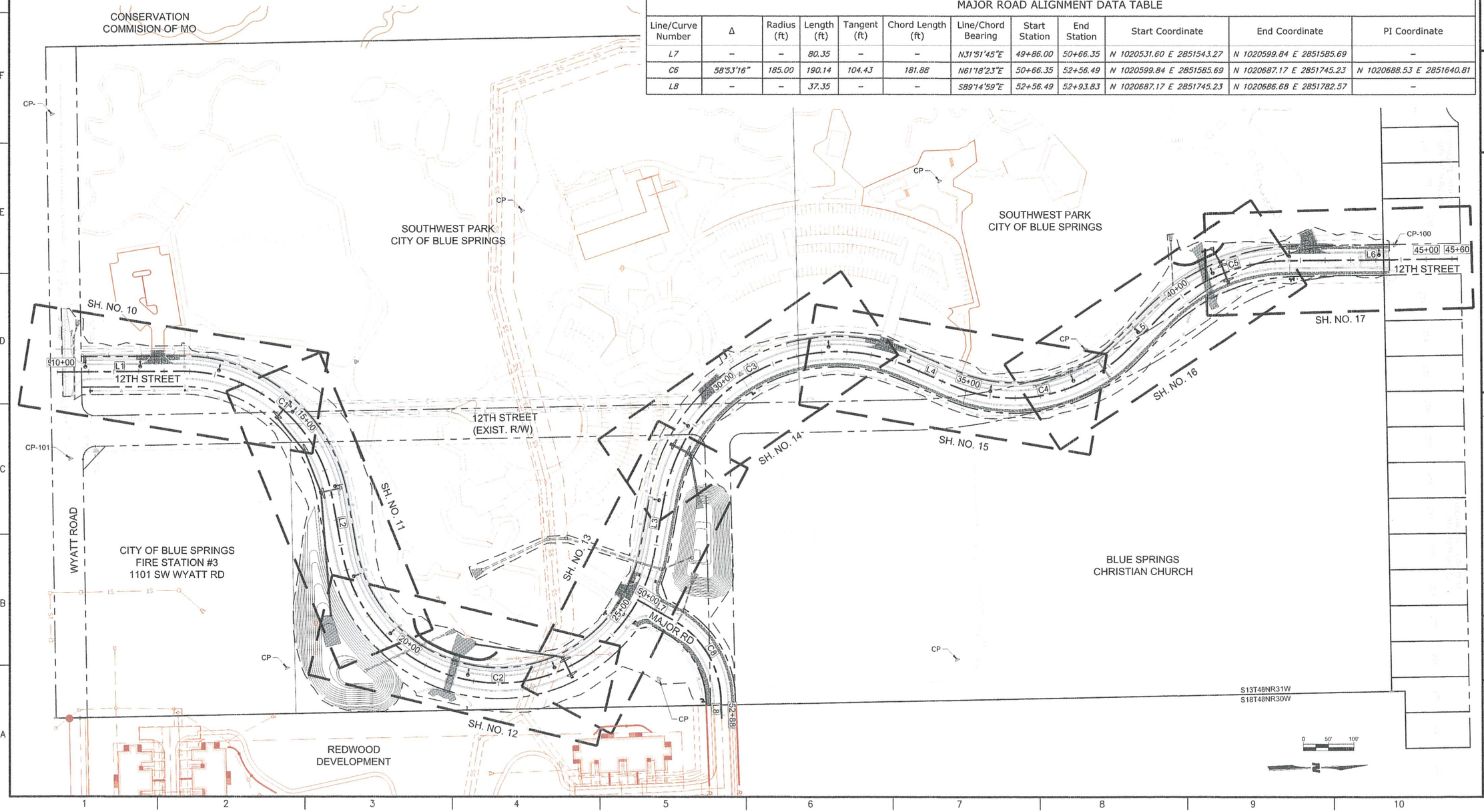
SURVEY AND MAPPING PERFORMED BY:
WILSON & COMPANY, ENGINEERS & ARCHITECTS, INC

12TH STREET ALIGNMENT DATA TABLE

Line/Curve Number	Δ	Radius (ft)	Length (ft)	Tangent (ft)	Chord Length (ft)	Line/Chord Bearing	Start Station	End Station	Start Coordinate	End Coordinate	PI Coordinate
L1	–	–	245.28	–	–	N02°29'10"E	9+88.86	12+34.14	N 1019406.80 E 2851039.97	N 1019651.85 E 2851050.61	–
C1	80°12'51"	300.00	420.00	252.69	386.53	N42°35'35"E	12+34.14	16+54.14	N 1019651.85 E 2851050.61	N 1019936.41 E 2851312.21	N 1019904.30 E 2851061.57
L2	–	–	105.26	–	–	N82°42'01"E	16+54.14	17+59.40	N 1019936.41 E 2851312.21	N 1019949.78 E 2851416.61	–
C2	159°16'50"	316.00	878.47	1728.58	621.70	N03°03'36"E	17+59.40	26+37.87	N 1019949.78 E 2851416.61	N 1020570.59 E 2851449.80	N 1020169.42 E 2853131.18
L3	–	–	108.30	–	–	N76°34'49"W	26+37.87	27+46.16	N 1020570.59 E 2851449.80	N 1020595.72 E 2851344.46	–
C3	102°18'50"	350.00	625.00	434.64	545.21	N25°25'24"W	27+46.16	33+71.16	N 1020595.72 E 2851344.46	N 1021088.13 E 2851110.40	N 1020696.60 E 2850921.68
L4	–	–	100.17	–	–	N25°44'01"E	33+71.16	34+71.33	N 1021088.13 E 2851110.40	N 1021178.37 E 2851153.89	–
C4	68°09'27"	315.00	374.72	213.10	353.01	N08°20'43"W	34+71.33	38+46.05	N 1021178.37 E 2851153.89	N 1021527.64 E 2851102.66	N 1021370.33 E 2851246.42
L5	–	–	102.49	–	–	N42°25'26"W	38+46.05	39+48.54	N 1021527.64 E 2851102.66	N 1021603.29 E 2851033.51	–
C5	44°41'27"	350.00	273.00	143.87	266.13	N20°04'43"W	39+48.54	42+21.54	N 1021603.29 E 2851033.51	N 1021853.25 E 2850942.15	N 1021709.49 E 2850936.46
L6	–	–	338.87	–	–	N02°16'00"E	42+21.54	45+60.41	N 1021853.25 E 2850942.15	N 1022191.86 E 2850955.55	–

MAJOR ROAD ALIGNMENT DATA TABLE

Line/Curve Number	Δ	Radius (ft)	Length (ft)	Tangent (ft)	Chord Length (ft)	Line/Chord Bearing	Start Station	End Station	Start Coordinate	End Coordinate	PI Coordinate
L7	–	–	80.35	–	–	N31°51'45"E	49+86.00	50+66.35	N 1020531.60 E 2851543.27	N 1020599.84 E 2851585.69	–
C6	58°53'16"	185.00	190.14	104.43	181.88	N61°18'23"E	50+66.35	52+56.49	N 1020599.84 E 2851585.69	N 1020687.17 E 2851745.23	N 1020688.53 E 2851640.81
L8	–	–	37.35	–	–	S89°14'59"E	52+56.49	52+93.83	N 1020687.17 E 2851745.23	N 1020686.68 E 2851782.57	–



WILSON & COMPANY
800 EAST 101ST TERRACE, SUITE 200
KANSAS CITY, MO 64131
PHONE: 816-701-3100
FAX: 816-942-3013
www.wilsonco.com
Cert. of Authority # 2003007599

CONSULTANTS
Stantec

SEAL
STATE OF MISSOURI
DARREN JOHN MEYER
NUMBER PE-2024000077
1/20/2026
PROFESSIONAL ENGINEER

PROJECT NAME
12TH STREET EXTENSION
CITY OF BLUE SPRINGS, MO.

REV.	DATE	DESCRIPTION	BY

PROJECT NO:	2400101800
DESIGNED BY:	WLC
DRAWN BY:	ARW
CHECKED BY:	DJM
DATE:	1/20/2026

SHEET TITLE
GENERAL LAYOUT & SURVEY CONTROL

SHEET NO:
3 of 126

1/20/2026 W:\Projects\2400101800\3_Disciplines_SHEETS\1_Sheets - general\2400101800-GENLAY.dwg

HATCH LEGEND

- ASPHALT ROADWAY
- ASPHALT SHARED-USE PATH
- CONCRETE SIDEWALK
- PROPOSED RIPRAP
- CONCRETE DRIVEWAY

PROP. UGE SERVICE LINE (BY EVERGY)
10' ELEC. ESMT.
PROP. GAS LINE
10' GAS ESMT.
FUTURE SW PARK (BY OTHERS)
STA : 29+98.52, 38.28' LT
STA : 29+76.86, 37.65' LT
CONSTRUCT COMMERCIAL DRIVEWAY
WIDTH = 48.0'
SEE SHT. NO 78
STA : 29+55.24, 38.49' LT
CONSTRUCT 8" WATER MAIN, 4" SERVICE LINE, BACKFLOW PREVENTOR, & HYDRANT ASSEMBLY SEE SHT. NO. 50
EXIST. PROPERTY LOT
CONST. LIMITS
EXIST. ROW (TO BE VACATED)
EXIST. WATER ESMT (TO BE VACATED)
12TH STREET
CONSTRUCT STORM LINE E SEE SH. NO.36
CONSTRUCT WATER LINE A SEE SHEET 43-48
15' WATER ESMT.
8" FORCE MAIN
PROP. ROW
EXIST. SANITARY SEWER ESMT.
EXIST. 8" DIP SAN. SEWER FORCE MAIN
SEE SHEET 13 MATCHLINE STA. 27+90.00
MATCHLINE STA. 32+40.00 SEE SHEET 15
LINE E

E1 12TH STREET EXTENSION PLAN
SCALE: 1" = 20'

HIGH PT STA = 31+35.69
HIGH PT ELEV = 953.88
PVI STA = 30+99.47
PVI ELEV = 954.43
K = 36.24
145.00' VC
BVCS : 30+26.97
BVCE : 952.25
EVCS : 31+71.97
EVCE : 953.70
PROP. GROUND
EXIST. GROUND
3.00%
EXIST. 8" DIP SAN. SEWER FORCE MAIN
PROP. WATER SERVICE LINE
PROP.* FIRE PROTECTION SERVICE LINE
PROP. 12" PVC WATER MAIN
24" N-12 HDPE PIPE; FL=940.51
PROPOSED GRADE @ CL OF ALIGNMENT
EXISTING GRADE @ CL OF ALIGNMENT

27+90	28+00	29+00	30+00	31+00	32+00	32+40
944.7	945.14	945.44	945.8	946.04	946.5	946.64
947.2	947.24	947.8	947.84	948.4	948.44	949.0	949.04
949.4	949.64	950.0	950.24	950.7	950.84	951.2	951.44
951.7	952.04	952.2	952.62	952.7	953.09	953.2	953.46
953.7	953.71	954.0	953.85	954.3	953.88	954.6	953.80
954.8	953.62	954.9	953.42	954.9	953.22	954.7	953.02

A1 12TH STREET EXTENSION PROFILE
SCALE: 1" = 20'

WILSON & COMPANY
800 EAST 101ST TERRACE, SUITE 200
KANSAS CITY, MO 64131
PHONE: 816-701-3100
FAX: 816-942-3013
www.wilsonco.com
Cert. of Authority # 2003007599

CONSULTANTS: Stantec

SEAL: STATE OF MISSOURI — DARREN JOHN MEYER — NUMBER PE-2024000077 — 1/20/2026 — PROFESSIONAL ENGINEER

PROJECT NAME: 12TH STREET EXTENSION CITY OF BLUE SPRINGS, MO.

REV.	DATE	DESCRIPTION	BY

PROJECT NO:	2400101800
DESIGNED BY:	WLC
DRAWN BY:	ARW
CHECKED BY:	DJM
DATE:	1/20/2026

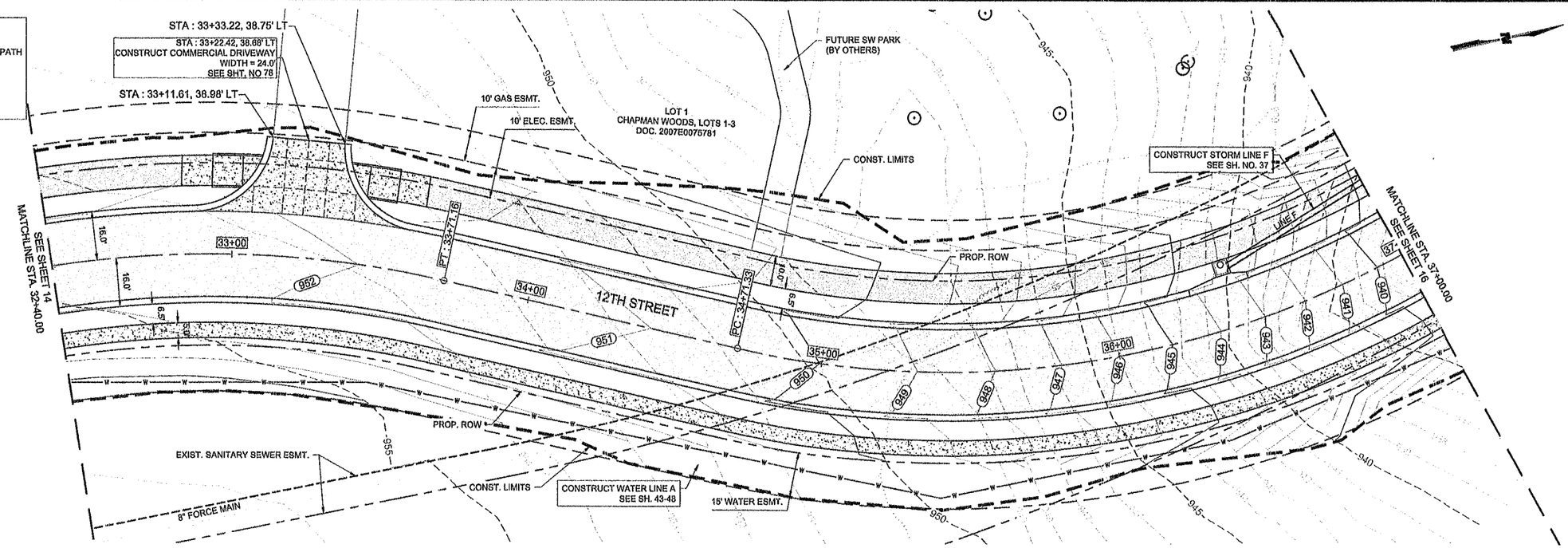
SHEET TITLE: 12TH STREET PLAN AND PROFILE

SHEET NO: 14 of 126

1/20/2026 W:\Projects\2400101800\3_Disciplines_SHEETS\3_Sheets - roadway\2400101800-12th Street P&P.dwg

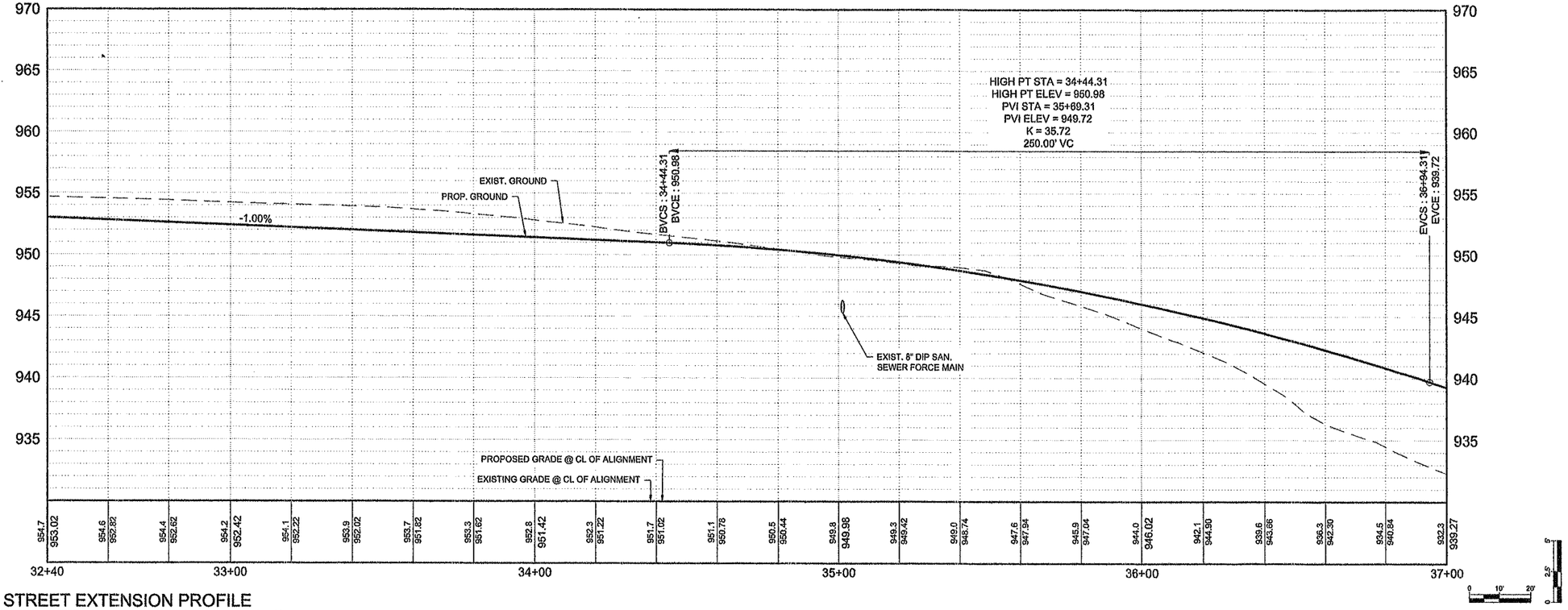
HATCH LEGEND

- ASPHALT ROADWAY
- ASPHALT SHARED-USE PATH
- CONCRETE SIDEWALK
- PROPOSED RIPRAP
- CONCREYE DRIVEWAY



E1 12TH STREET EXTENSION PLAN

SCALE: 1" = 20'



A1 12TH STREET EXTENSION PROFILE

SCALE: 1" = 20'

WILSON & COMPANY
800 EAST 101ST TERRACE, SUITE 200
KANSAS CITY, MO 64131
PHONE: 816-701-3100
FAX: 816-942-3013
www.wilsonco.com
Cert. of Authority # 2003007599

CONSULTANTS: Stantec

SEAL: STATE OF MISSOURI — DARREN JOHN MEYER — NUMBER PE-2024000077 — 1/20/2026 — PROFESSIONAL ENGINEER

PROJECT NAME: 12TH STREET EXTENSION
CITY OF BLUE SPRINGS, MO.

REV.	DATE	DESCRIPTION	BY

PROJECT NO:	2400101800
DESIGNED BY:	WLC
DRAWN BY:	ARW
CHECKED BY:	DJM
DATE:	1/20/2026

SHEET TITLE: 12TH STREET PLAN AND PROFILE

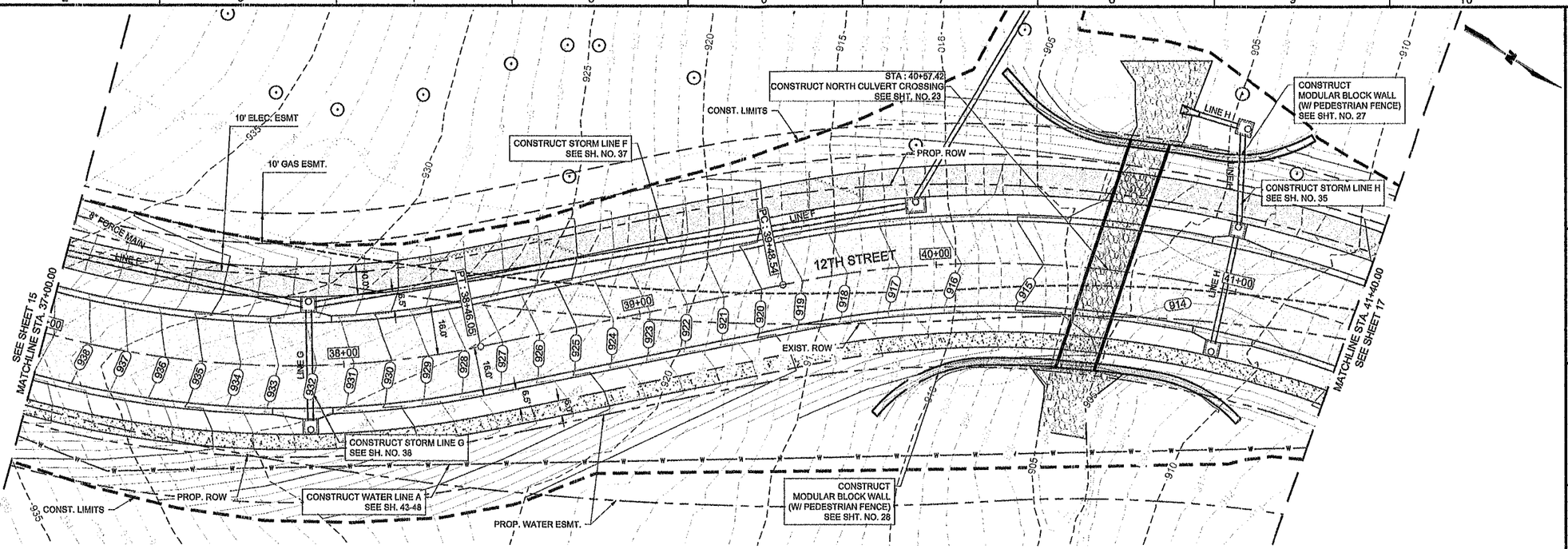
SHEET NO: 15 of 126

W:\Projects\2400101800\3_Disciplines_SHEETS\3_Sheets - roadway\2400101800-12th Street P&P.dwg

1/20/2026

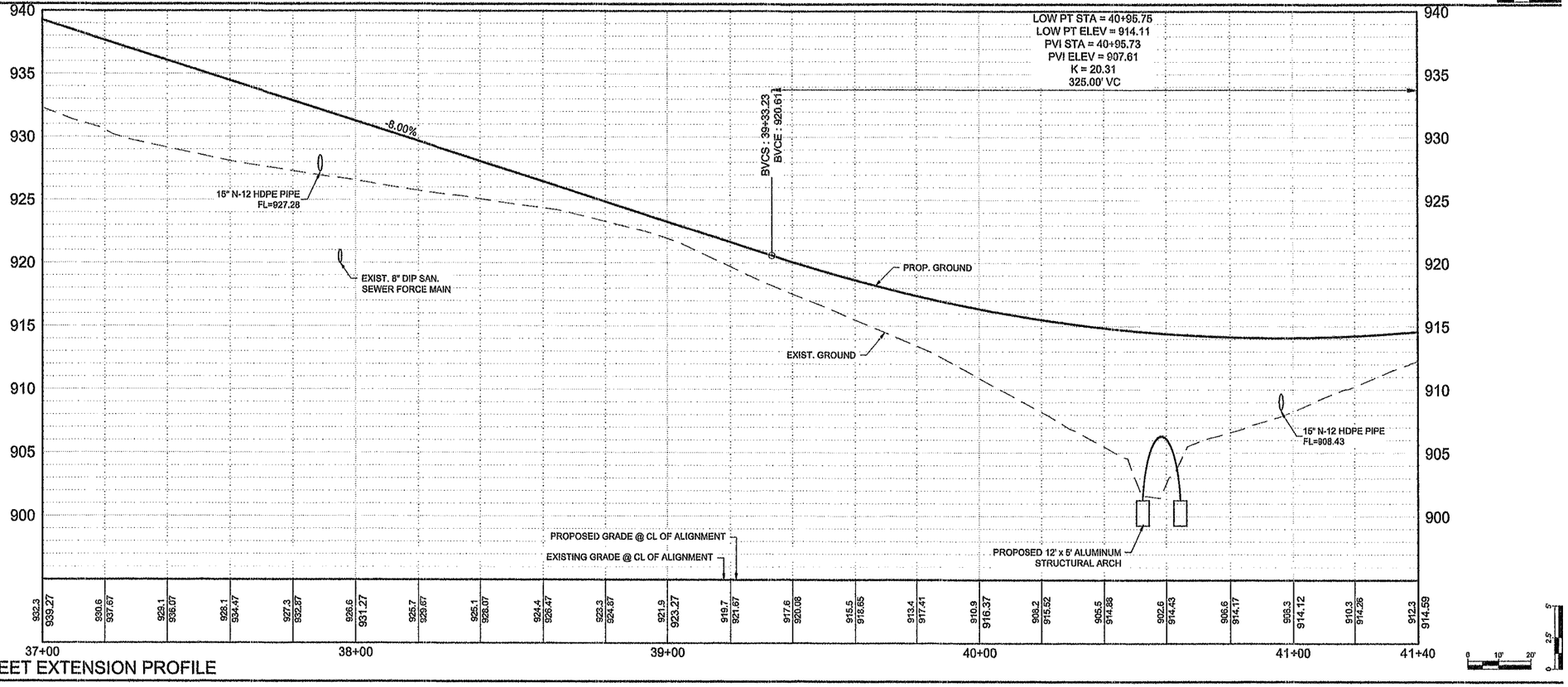
HATCH LEGEND

- ASPHALT ROADWAY
- ASPHALT SHARED-USE PATH
- CONCRETE SIDEWALK
- PROPOSED RIPRAP
- CONCRETE DRIVEWAY



E1 12TH STREET EXTENSION PLAN

SCALE: 1" = 20'



A1 12TH STREET EXTENSION PROFILE

SCALE: 1" = 20'

WILSON & COMPANY
800 EAST 101ST TERRACE, SUITE 200
KANSAS CITY, MO 64131
PHONE: 816-701-3100
FAX: 816-942-3013
www.wilsonco.com
Cert. of Authority # 2003007599

CONSULTANTS
Stantec

SEAL

DARREN JOHN MEYER
NUMBER PE-2024000077
1/20/2026
STATE OF MISSOURI
PROFESSIONAL ENGINEER

PROJECT NAME
12TH STREET EXTENSION
CITY OF BLUE SPRINGS, MO.

REV.	DATE	DESCRIPTION	BY

PROJECT NO:	2400101800
DESIGNED BY:	WLC
DRAWN BY:	ARW
CHECKED BY:	DJM
DATE:	1/20/2026

SHEET TITLE
12TH STREET PLAN AND PROFILE

SHEET NO:
16 of 126

1/20/2026 W:\Projects\2400101800\3_Disciplines_SHEETS\3_Sheets - roadway\2400101800-12th Street P&P.dwg

THE EXAMINER

See Proof on Next Page

AFFIDAVIT OF PUBLICATION

State of Florida, County of Orange, ss:

I, Edmar Corachia, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Examiner, a publication that is a "legal newspaper" as that phrase is defined for the city of Independence, for the County of Jackson, in the state of Missouri, that this affidavit is Page 1 of 3 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

Publication Dates:

- Jun 6, 2026

Printer's Fee: $264.00

Edmar Corachia

_____

Edmar Corachia
Agent

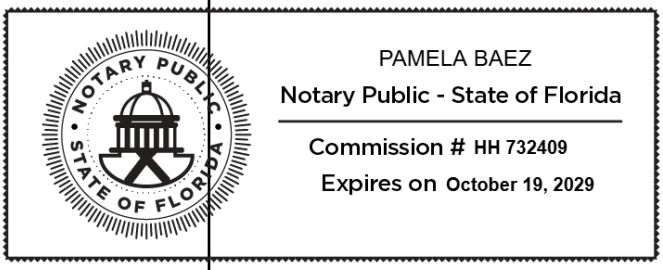
VERIFICATION

State of Florida
County of Orange

Signed or attested before me on this: 06/08/2026

_____

Pamela Baez
Notary Public - State of Florida
Commission # HH 732409
Expires on 10/19/2029
Notarized remotely online using communication technology via Proof.



PUBLIC NOTICE

Vacation I VAC-06-26-9901
"12th Street Extension"
Parcel: 42-740-98-97-00-0-00-00 & 42-740-97-99-01-0-00-000

Notice is hereby given that a public hearing will be held by the Planning Commission of the City of Blue Springs on **Monday, June 22, 2026 at 6:30 p.m.** in the Council Chambers of the Howard L. Brown Public Safety Facility at 1100 SW Smith Street for the purpose of hearing interested parties and citizens on a request by the applicant and property owner, City of Blue Springs, for approval of a Vacation to vacate the existing permanent Right-of-Way into a permanent Construction Easement for purpose of stormwater control, utilities, and road construction as platted in "Chapman Woods, Lot 1-3" a subdivision in Blue Springs Missouri. Interested parties may view the application materials on file by contacting the Community Development Department via email at ComDevLegal@bluespringsmo.gov or at City Hall at 903 W Main Street, Blue Springs, MO. PERMANENT EASEMENT #1 LEGAL DESCRIPTION:
ALL THAT PART OF "CHAPMAN WOODS, LOTS 1-3" RECORDED AS DOCUMENT NUMBER 2007E0075781, AND PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION THIRTEEN (13), TOWNSHIP
FORTY-EIGHT (48) NORTH, RANGE THIRTY-ONE (31) WEST OF THE FIFTH PRINCIPAL MERIDIAN, ALL IN THE CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A REBAR WITH YELLOW PLASTIC CAP MARKED LS 2143 FOUND AT THE NORTHWEST CORNER OF LOT ONE (1) OF SAID "CHAPMAN WOODS, LOTS 1-3";
THENCE S 88° 01' 01" E, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, SAID LINE ALSO BEING THE COMMON LINE BETWEEN SAID "CHAPMAN WOODS, LOTS 1-3" AND "SOUTHGATE HILLS - 9TH PLAT" RECORDED AS DOCUMENT NUMBER 1995I1389835, A DISTANCE OF 498.61 FEET TO A REBAR WITH 3-1/2"

ALUMINUM CAP MARKED LAMP RYNEARSON FOUND AT THE MOST NORTHERLY NORTHEAST CORNER OF SAID "CHAPMAN WOODS, LOTS 1-3"; THENCE S 01° 58' 35" W, ALONG THE EAST LINE OF SAID "CHAPMAN WOODS, LOTS 1-3", A DISTANCE OF 65.77 FEET TO A FOUND 3-1/2" ALUMINUM CAP MARKED LAMP RYNEARSON, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EAST LINE OF SAID "CHAPMAN WOODS, LOTS 1-3" ON A CURVE TO THE LEFT AN ARC DISTANCE OF 297.70 FEET, A RADIUS OF 470.00 FEET, A CHORD BEARING OF S 16° 10' 09" E AND A CHORD DISTANCE OF 292.75 FEET TO A FOUND 3-1/2" ALUMINUM CAP MARKED LAMP RYNEARSON;
THENCE CONTINUING ALONG SAID EAST LINE OF SAID "CHAPMAN WOODS, LOTS 1-3" ON A CURVE TO THE RIGHT AN ARC DISTANCE OF 243.67 FEET, A RADIUS OF 1030.00 FEET, A CHORD BEARING OF S 27° 32' 14" E AND A CHORD DISTANCE OF 243.11 FEET TO THE EAST LINE OF A PROPOSED RIGHT OF WAY FOR S.W. 12TH STREET; THENCE ALONG SAID EAST PROPOSED RIGHT OF WAY LINE ON A CURVE TO THE LEFT AN ARC DISTANCE OF 79.90 FEET, A RADIUS OF 345.00 FEET, A CHORD BEARING OF N 35° 47' 20" W AND A CHORD DISTANCE OF79.73 FEET TO A SET 1/2"X24" REBAR WITH CAP MARKED CLS 2006020653; THENCE CONTINUING ALONG SAID EAST PROPOSED RIGHT OF WAY LINE N 42° 25' 26" W A DISTANCE OF 44.22 FEET TO THE CENTERLINE OF THE EXISTING RIGHT OF WAY FOR S.W. 12TH STREET; THENCE ALONG SAID EXISTING RIGHT OF WAY CENTERLINE ON A CURVE TO THE LEFT AN ARC DISTANCE OF 118.21 FEET, A RADIUS OF 1000.00 FEET, A CHORD BEARING OF N 30° 55' 42" W AND A CHORD DISTANCE OF 118.14 FEET;
THENCE CONTINUING ALONG SAID EXISTING RIGHT OF WAY CENTERLINE ON A CURVE TO THE RIGHT AN ARC DISTANCE OF 110.71 FEET, A RADIUS OF 500.00 FEET, A CHORD BEARING OF N 27° 58' 18" W AND A CHORD DISTANCE OF 110.48 FEET TO THE EAST LINE OF A PROPOSED RIGHT OF WAY FOR S.W. 12TH STREET;

THENCE ALONG SAID EAST PROPOSED RIGHT OF WAY LINE ON A CURVE TO THE RIGHT AN ARC DISTANCE OF 95.10 FEET, A RADIUS OF 380.00 FEET, A CHORD BEARING OF N 05° 11' 34" W AND A CHORD DISTANCE OF 94.85 FEET TO A SET 1/2"X24" REBAR WITH CAP MARKED CLS 2006020653;

THENCE CONTINUING ALONG SAID EAST PROPOSED RIGHT OF WAY LINE N 01° 58' 35" E A DISTANCE OF 106.11 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 10,828 SQUARE FEET OR 0.25 ACRES, MORE OR LESS

PERMANENT EASEMENT #2 LEGAL DESCRIPTION:
ALL THAT PART OF "CHAPMAN WOODS, LOTS 1-3" RECORDED AS DOCUMENT NUMBER 2007E0075781, AND PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION THIRTEEN (13), TOWNSHIP FORTY-EIGHT (48) NORTH, RANGE THIRTY-ONE (31) WEST OF THE FIFTH PRINCIPAL MERIDIAN, ALL IN THE CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3-1/2" ALUMINUM CAP MARKED LAMP RYNEARSON FOUND AT THE MOST EASTERLY NORTHEAST CORNER OF SAID "CHAPMAN WOODS, LOTS 1-3", SAID POINT ALSO BEING ON THE EAST LINE OF SAID SOUTHEAST QUARTER;
THENCE N 88° 17' 35" W, ALONG THE NORTH LINE OF SAID "CHAPMAN WOODS, LOTS 1-3", A DISTANCE OF 8.58 FEET TO A 1/2"X24" REBAR WITH CAP MARKED CLS 2006020653 SET ON THE NORTH LINE OF A PROPOSED RIGHT OF WAY FOR S.W. MAJOR ROAD, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG SAID NORTH PROPOSED RIGHT OF WAY LINE ON A CURVE TO THE LEFT AN ARC DISTANCE OF 104.71 FEET, A RADIUS OF 215.00 FEET, A CHORD BEARING OF S 77° 45' 16" W AND A CHORD DISTANCE OF 103.68 FEET TO THE CENTERLINE OF THE EXISTING RIGHT OF WAY FOR S.W. MAJOR ROAD;THENCE N 88° 17' 35" W, ALONG SAID RIGHT OF WAY CENTERLINE, A DISTANCE OF 445.37 FEET TO A POINT ON THE NORTH PROPOSED RIGHT OF WAY LINE FOR S.W. 12TH STREET;THENCE ALONG SAID NORTH PROPOSED RIGHT OF WAY LINE ON A CURVE TO THE RIGHT AN ARC DISTANCE OF 7.62 FEET, A RADIUS OF 320.00 FEET, A CHORD BEARING OF N 44° 58' 50" W AND A CHORD DISTANCE OF 7.62 FEET TO A POINT ON THE EXISTING CENTERLINE OF THE RIGHT OF WAY FOR S.W. 12TH STREET; THENCE N 01° 42' 26" E, ALONG SAID RIGHT OF WAY CENTERLINE, A DISTANCE OF 375.81 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY CENTERLINE ON A CURVE TO THE LEFT AN ARC DISTANCE OF 135.35 FEET, A RADIUS OF 1000.00 FEET, A CHORD BEARING OF N 02° 10' 13" W AND A CHORD DISTANCE OF 135.25 FEET TO A POINT ON THE EAST PROPOSED RIGHT OF WAY LINE FOR S.W. 12TH STREET;

THENCE ALONG SAID EAST RIGHT OF WAY LINE ON A CURVE TO THE LEFT AN ARC DISTANCE OF 116.86 FEET, A RADIUS OF 345.00 FEET, A CHORD BEARING OF N 05° 42' 11" E AND A CHORD DISTANCE OF 116.31 FEET TO THE EAST LINE OF SAID "CHAPMAN WOODS, LOTS 1-3";THENCE ALONG SAID EAST LINE OF SAID "CHAPMAN WOODS, LOTS 1-3" ON A CURVE TO THE RIGHT AN ARC DISTANCE OF 253.51 FEET, A RADIUS OF 1030.00 FEET, A CHORD BEARING OF S 05° 20' 38" E AND A CHORD DISTANCE OF 252.87 FEET TO A FOUND 3-1/2" ALUMINUM CAP MARKED LAMP RYNEARSON;

THENCE S 01° 42' 26" W, CONTINUING ALONG SAID EAST LINE OF SAID "CHAPMAN WOODS, LOTS 1-3", A DISTANCE OF 331.04 FEET TO A FOUND 3-1/2" ALUMINUM CAP MARKED LAMP RYNEARSON;

THENCE ALONG THE NORTHEAST LINE OF SAID "CHAPMAN WOODS, LOTS 1-3" ON A CURVE TO THE LEFT AN ARC DISTANCE OF 39.27 FEET, A RADIUS OF 25.00 FEET, A CHORD BEARING OF S 43° 17' 34" E AND A CHORD DISTANCE OF 35.36 FEET TO A FOUND 3-1/2" ALUMINUM CAP MARKED LAMP RYNEARSON; THENCE S 88° 17' 35" E, ALONG THE NORTH LINE OF SAID "CHAPMAN WOODS, LOTS 1-3", A DISTANCE OF 496.54 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 28,458 SQUARE FEET OR 0.65 ACRES, MORE OR LESS.

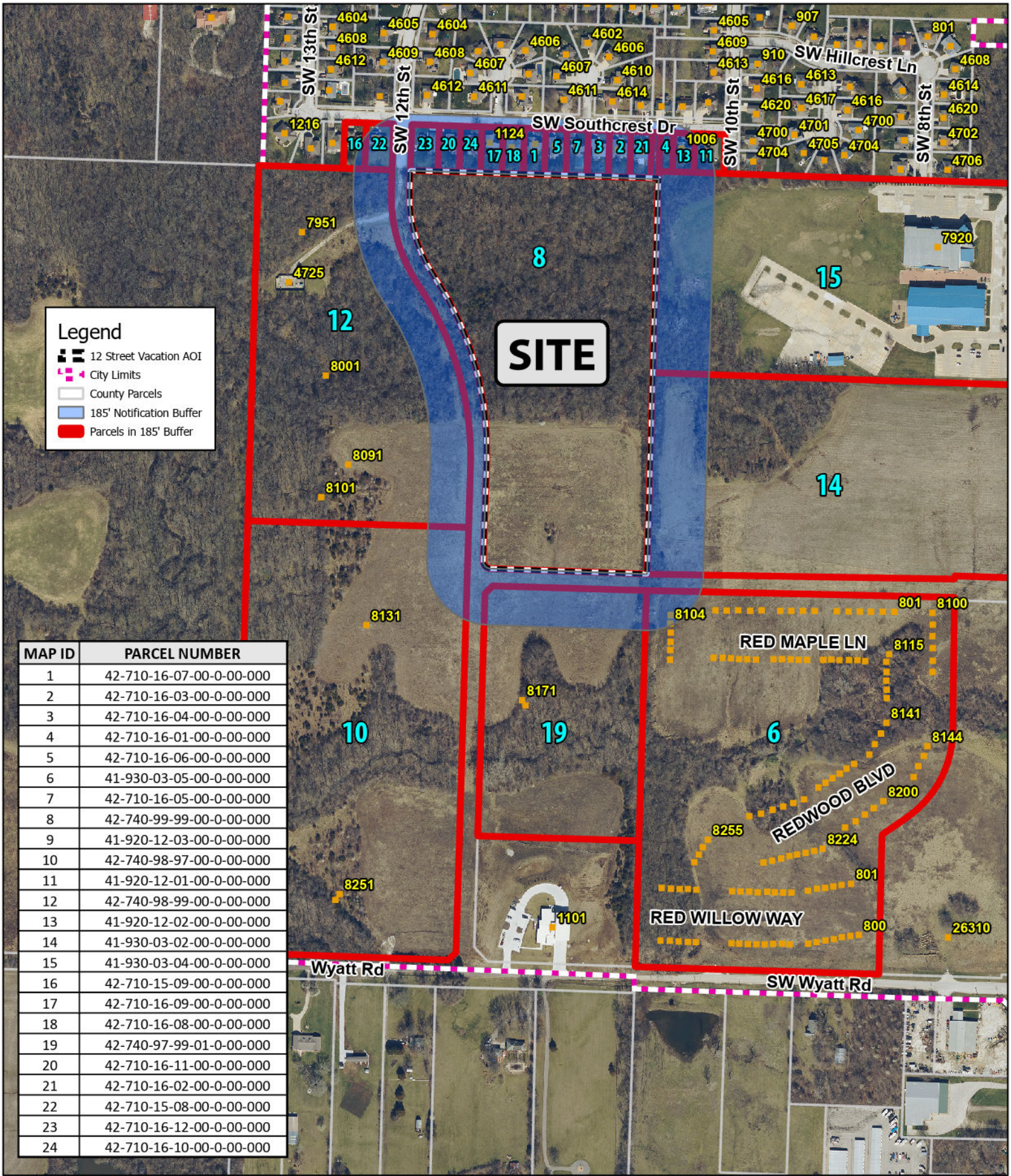
CITY OF BLUE SPRINGS
Planning Commission
By: Shantele Frie, Planner III

The City Council of the City of Blue Springs will also hold a public hearing on the above noted Vacation / VAC-06-26-9901 on **Monday, July 6, 2026, at 6:00 p.m.** in the Council Chambers of the Howard L. Brown Public Safety Facility to consider the application and the recommendation of the Planning Commission.
CITY OF BLUE SPRINGS
City Council

PUBLISH: Saturday, June 6. 2026
E-MAIL TO THE EXAMINER: legals@examiner.net
06/03/2026

Published in the Examiner, Jun 6, 2026

4623780



MAP ID	PARCEL NUMBER
1	42-710-16-07-00-0-00-000
2	42-710-16-03-00-0-00-000
3	42-710-16-04-00-0-00-000
4	42-710-16-01-00-0-00-000
5	42-710-16-06-00-0-00-000
6	41-930-03-05-00-0-00-000
7	42-710-16-05-00-0-00-000
8	42-740-99-99-00-0-00-000
9	41-920-12-03-00-0-00-000
10	42-740-98-97-00-0-00-000
11	41-920-12-01-00-0-00-000
12	42-740-98-99-00-0-00-000
13	41-920-12-02-00-0-00-000
14	41-930-03-02-00-0-00-000
15	41-930-03-04-00-0-00-000
16	42-710-15-09-00-0-00-000
17	42-710-16-09-00-0-00-000
18	42-710-16-08-00-0-00-000
19	42-740-97-99-01-0-00-000
20	42-710-16-11-00-0-00-000
21	42-710-16-02-00-0-00-000
22	42-710-15-08-00-0-00-000
23	42-710-16-12-00-0-00-000
24	42-710-16-10-00-0-00-000

BLUE SPRINGS MISSOURI

VAC-06-26-9901
Parcel: 42-740-98-97-00-0-00-00 &
42-740-97-99-01-0-00-000
185' NOTIFICATION MAP

N

1" = 400'

Date: 06/02/26

OBJECTID	MAP ID	PARCEL NUMBER
1	1	42-710-16-07-00-0-00-000
2	2	42-710-16-03-00-0-00-000
3	3	42-710-16-04-00-0-00-000
4	4	42-710-16-01-00-0-00-000
5	5	42-710-16-06-00-0-00-000
6	6	41-930-03-05-00-0-00-000
7	7	42-710-16-05-00-0-00-000
8	8	42-740-99-99-00-0-00-000
9	9	41-920-12-03-00-0-00-000
10	10	42-740-98-97-00-0-00-000
11	11	41-920-12-01-00-0-00-000
12	12	42-740-98-99-00-0-00-000
13	13	41-920-12-02-00-0-00-000
14	14	41-930-03-02-00-0-00-000
15	15	41-930-03-04-00-0-00-000
16	16	42-710-15-09-00-0-00-000
17	17	42-710-16-09-00-0-00-000
18	18	42-710-16-08-00-0-00-000
19	19	42-740-97-99-01-0-00-000
20	20	42-710-16-11-00-0-00-000
21	21	42-710-16-02-00-0-00-000
22	22	42-710-15-08-00-0-00-000
23	23	42-710-16-12-00-0-00-000
24	24	42-710-16-10-00-0-00-000

OWNER NAME	OWNER ADDRESS
DIEBOLD STEPHEN M & DEBRA L	2 SW SOUTHCREST DR BLUE SPRINGS MO 64
COSTELLO PATRICIA G	8 SW SOUTHCREST DR BLUE SPRINGS MO 64
STIREMAN RUSSELL F & BETH	2 SW SOUTHCREST DR BLUE SPRINGS MO 64
SOUTHGATE HILLS HOME ASSOC	PO BOX 414 BLUE SPRINGS MO 64013
SCHUBKEGEL RUTH E-TRUSTEE	6 SW SOUTHCREST DR BLUE SPRINGS MO 64
LOMBARDO HOMES OF BLUE SPRINGS LLC	12955 23 MILE RD UTICA MI 48315
DENYER CLAYTON J M & JANET	0 SW SOUTHCREST DR BLUE SPRINGS MO 64
BLUE SPRINGS CHRISTIAN CHURCH	7920 S M 7 HWY BLUE SPRINGS MO 64014
SOUTHGATE HILLS HOME ASSOC	PO BOX 414 BLUE SPRINGS MO 64013
CITY OF BLUE SPRINGS	903 MAIN ST BLUE SPRINGS MO 64015
PILLA DOMINIC G & PAMELA S-TRUSTEES	E MORELAND SCHOOL RD BLUE SPRINGS MO
CITY OF BLUE SPRINGS	903 W MAIN ST BLUE SPRINGS MO 64015
JACOBS ZACHARY & GARCIA MELANIE MELENDEZ	6 SW SOUTHCREST DR BLUE SPRINGS MO 64
BLUE SPRINGS CHRISTIAN CHURCH	7920 S M 7 HWY BLUE SPRINGS MO 64014
BLUE SPRINGS CHRISTIAN CHURCH	7920 S M 7 HWY BLUE SPRINGS MO 64014
CLARK DONALD R & JANICE E	4 SW SOUTHCREST DR BLUE SPRINGS MO 64
PATE CHRISTOPHER & CHRISTINA	4 SW SOUTHCREST DR BLUE SPRINGS MO 64
READY SCOTT W & SUSAN L	.18 SW SOUTHCREST BLUE SPRINGS MO 640
CITY OF BLUE SPRINGS	903 W MAIN ST BLUE SPRINGS MO 64015
SUNSERI THOMAS F & MARY ELLEN	6 SW SOUTHCREST DR BLUE SPRINGS MO 64
VINK JANET	4 SW SOUTHCREST DR BLUE SPRINGS MO 64
LINDNER VERONICA K	0 SW SOUTHCREST DR BLUE SPRINGS MO 64
SCHLOTZHAUER ROBERT A JR	0 SW SOUTHCREST DR BLUE SPRINGS MO 64
RANDALL BRENDA GAIL	0 SW SOUTHCREST DR BLUE SPRINGS MO 64

SITUS ADDRESS	City	State	Zip	LotSize
1112 SW SOUTHCREST DR	LUE SPRING	MO	64015	10,454 Sq Ft
1018 SW SOUTHCREST DR	LUE SPRING	MO	64015	10,454 Sq Ft
1022 SW SOUTHCREST DR	LUE SPRING	MO	64015	10,454 Sq Ft
CA RESIDENTIAL	LUE SPRING	MO	64015	3,920 Sq Ft
1106 SW SOUTHCREST DR	LUE SPRING	MO	64015	10,454 Sq Ft
800 SW RED WILLOW WAY	LUE SPRING	MO	64015	26.66 Acres
1100 SW SOUTHCREST DR	LUE SPRING	MO	64015	10,454 Sq Ft
NO ADDRESS ASSIGNED BY CITY	LUE SPRING	MO	64015	18.81 Acres
1010 SW SOUTHCREST DR	LUE SPRING	MO	64015	5,663 Sq Ft
NO ADDRESS ASSIGNED BY CITY	LUE SPRING	MO	64015	23.71 Acres
1002 SW SOUTHCREST DR	LUE SPRING	MO	64015	12,632 Sq Ft
4725 SW 12TH ST	LUE SPRING	MO	64015	16.09 Acres
1006 SW SOUTHCREST DR	LUE SPRING	MO	64015	9,148 Sq Ft
NO ADDRESS ASSIGNED BY CITY	LUE SPRING	MO	64015	19.51 Acres
7920 SW 7 HWY	LUE SPRING	MO	64015	19.93 Acres
1204 SW SOUTHCREST DR	LUE SPRING	MO	64015	10,454 Sq Ft
1124 SW SOUTHCREST DR	LUE SPRING	MO	64015	10,454 Sq Ft
1118 SW SOUTHCREST DR	LUE SPRING	MO	64015	10,454 Sq Ft
NO ADDRESS ASSIGNED BY CITY	LUE SPRING	MO	64015	10 Acres
1136 SW SOUTHCREST DR	LUE SPRING	MO	64015	10,454 Sq Ft
1014 SW SOUTHCREST DR	LUE SPRING	MO	64015	10,454 Sq Ft
1200 SW SOUTHCREST DR	LUE SPRING	MO	64015	13,504 Sq Ft
1140 SW SOUTHCREST DR	LUE SPRING	MO	64015	13,504 Sq Ft
1130 SW SOUTHCREST DR	LUE SPRING	MO	64015	10,454 Sq Ft

BLUE SPRINGS
MISSOURI

June 5, 2026

Ref: Public Hearing: Vacation | VAC-06-26-9901

12th Street Extension

Parcel # 42-740-98-97-00-0-00-000 & 41-740-97-99-01-0-00-000

Dear Property Owner:

A Public Hearing will be held by the Planning Commission and the City Council of the City of Blue Springs to receive comments from interested parties and citizens relative to a request by the applicant, and property owner, City of Blue Springs, for approval of a Vacation to vacate the existing permanent Right-of-Way into a permanent Construction Easement for purpose of stormwater control, utilities, and road construction as platted in "Chapman Woods, Lot 1-3" a subdivision in Blue Springs Missouri.

You are receiving this notice because County records indicate you own property within 185 feet of the boundary of the site in question.

Interested parties may view the application materials on file by contacting the Community Development Department via email at ComDevLegal@bluespringsmo.govor at City Hall at 903 W Main Street, Blue Springs, MO.

The hearing will be held in the Council Chambers in the Howard L. Brown Public Safety Building located at 1100 SW Smith Street, Blue Springs on the following dates:

Planning Commission - Monday, June 22, 2026 @ 6:30 p.m.

&

City Council – Monday, July 6, 2026 @ 6:00 p.m.

Your attendance and comments are welcome at these meetings. Questions concerning this matter may be directed to the Community Development Department at 816-228-0207

Sincerely,

CITY OF BLUE SPRINGS

COMMUNITY DEVELOPMENT

Introduced by Councilmember _____ BILL 5414

(VAC-06-26-9901)

ORDINANCE_____

AN ORDINANCE APPROVING THE VACATION OF A PORTION OF RIGHT-OF-WAY INTO CONVERSION OF A PERMEANANT CONSTRUCTION EASEMTENT LOCATED GENERALLY AT 8131 SW 12TH STREET, BLUE SPRINGS, JACKSON COUNTY, MISSOURI

WHEREAS, a proper application has been made by the City of Blue Springs for the vacation of a portion of public right-of-way generally located along the proposed SW 12th Street Extension, as hereinafter described; and

WHEREAS, after review of the proposed vacation with respect to its consistency with the Comprehensive Plan, the impact on surrounding properties, public access and utilities, compliance with the Unified Development Code, and the overall public interest, it has been determined that the application satisfies the applicable review criteria for approval; and

WHEREAS, in accordance with Title IV, Unified Development Code of the Municipal of the City of Blue Springs, Missouri, said application was referred to the Planning Commission for report and recommendation and a public hearing was held on June 22, 2026; Planning Commission, after said hearing, recommended that the application for Vacation be approved; and

WHEREAS, thereafter a public hearing was held by the City Council on July 6, 2026; and

WHEREAS, in accordance with Title IV, Unified Development Code of the Municipal Code of the City of Blue Springs, Missouri, it was determined that the

proposed vacation meets the applicable review criteria and is in the best interest of the public health, safety, and welfare; and

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

Section 1. The following described tract of real estate is legally described as:

PERMANENT EASEMENT #1 LEGAL DESCRIPTION:

ALL THAT PART OF "CHAPMAN WOODS, LOTS 1-3" RECORDED AS DOCUMENT NUMBER 2007E0076781, AND PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION THIRTEEN (13), TOWNSHIP FORTY-EIGHT (48) NORTH, RANGE THIRTY-ONE (31) WEST OF THE FIFTH PRINCIPAL MERIDIAN, ALL IN THE CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A REBAR WITH YELLOW PLASTIC CAP MARKED CLS 2143 FOUND AT THE NORTHWEST CORNER OF LOT ONE (1) OF SAID "CHAPMAN WOODS, LOTS 1-3";

THENCE S 88° 01' 01" E, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, SAID LINE ALSO BEING THE COMMON LINE BETWEEN SAID "CHAPMAN WOODS, LOTS 1-3" AND "SOUTHGATE HILLS - 9TH PLAT" RECORDED AS DOCUMENT NUMBER 1995I1389835, A DISTANCE OF 498.61 FEET TO A REBAR WITH 3-1/2" ALUMINUM CAP MARKED LAMP RYNEARSON FOUND AT THE NORTH MOST NORTHERLY NORTHEAST CORNER OF SAID "CHAPMAN WOODS, LOTS 1-3";

THENCE S 01° 58' 35" W, ALONG THE EAST LINE OF SAID "CHAPMAN WOODS, LOTS 1-3", A DISTANCE OF 65.77 FEET TO A FOUND 3-1/2" ALUMINUM CAP MARKED LAMP RYNEARSON, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EAST LINE OF SAID "CHAPMAN WOODS, LOTS 1-3" ON A CURVE TO THE LEFT AN ARC DISTANCE OF 297.70 FEET, A RADIUS OF 470.00 FEET, A CHORD BEARING OF S 06° 10' 00" E AND A CHORD DISTANCE OF 292.75 FEET TO A FOUND 3-1/2" ALUMINUM CAP MARKED LAMP RYNEARSON;

THENCE CONTINUING ALONG SAID EAST LINE OF SAID "CHAPMAN WOODS, LOTS 1-3" ON A CURVE TO THE RIGHT AN ARC DISTANCE OF 243.67 FEET, A RADIUS OF 1030.00 FEET, A CHORD BEARING OF S 27° 32' 14" E AND A CHORD DISTANCE OF 243.11 FEET TO THE EAST LINE OF A PROPOSED RIGHT OF WAY FOR S.W. 12TH STREET;

THENCE ALONG SAID EAST PROPOSED RIGHT OF WAY LINE ON A CURVE TO THE LEFT AN ARC DISTANCE OF 79.90 FEET, A RADIUS OF 345.00 FEET, A CHORD BEARING OF N 35° 47' 20" W AND A CHORD DISTANCE OF 79.73 FEET TO A SET 1/2"X24" REBAR WITH CAP MARKED CLS 2006020653;

THENCE CONTINUING ALONG SAID EAST PROPOSED RIGHT OF WAY LINE N 42° 25' 26" W A DISTANCE OF 44.22 FEET TO THE

CENTERLINE OF THE EXISTING RIGHT OF WAY FOR S.W. 12TH STREET;

THENCE ALONG SAID EXISTING RIGHT OF WAY CENTERLINE ON A CURVE TO THE LEFT AN ARC DISTANCE OF 118.21 FEET, A RADIUS OF 1000.00 FEET, A CHORD BEARING OF N 30° 55' 42" W AND A CHORD DISTANCE OF 118.14 FEET;

THENCE CONTINUING ALONG SAID EXISTING RIGHT OF WAY CENTERLINE ON A CURVE TO THE RIGHT AN ARC DISTANCE OF 110.17 FEET, A RADIUS OF 500.00 FEET, A CHORD BEARING OF N 27° 58' 18" W AND A CHORD DISTANCE OF 110.48 FEET TO THE EAST LINE OF A PROPOSED RIGHT OF WAY FOR S.W. 12TH STREET;

THENCE ALONG SAID EAST PROPOSED RIGHT OF WAY LINE ON A CURVE TO THE RIGHT AN ARC DISTANCE OF 95.10 FEET, A RADIUS OF 380.00 FEET, A CHORD BEARING OF N 05° 11' 34" W AND A CHORD DISTANCE OF 94.85 FEET TO A SET 1/2"X24" REBAR WITH CAP MARKED CLS 2006020653;

THENCE CONTINUING ALONG SAID EAST PROPOSED RIGHT OF WAY LINE N 01° 58' 35" E A DISTANCE OF 106.11 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 10,828 SQUARE FEET OR 0.25 ACRES, MORE OR LESS.

PERMANENT EASEMENT #2 LEGAL DESCRIPTION:

ALL THAT PART OF "CHAPMAN WOODS, LOTS 1-3" RECORDED AS DOCUMENT NUMBER 2007E0075781, AND PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION THIRTEEN (13), TOWNSHIP FORTY-EIGHT (48) NORTH, RANGE THIRTY-ONE (31) WEST OF THE FIFTH PRINCIPAL MERIDIAN, ALL IN THE CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3-1/2" ALUMINUM CAP MARKED LAMP RYNEARSON FOUND AT THE MOST EASTERLY NORTHEAST CORNER OF SAID "CHAPMAN WOODS, LOTS 1-3", SAID POINT ALSO BEING ON THE EAST LINE OF SAID SOUTHEAST QUARTER;

THENCE N 88° 17' 35" W, ALONG THE NORTH LINE OF SAID "CHAPMAN WOODS, LOTS 1-3", A DISTANCE OF 8.58 FEET TO A 1/2"X24" REBAR WITH CAP MARKED CLS 2006020653 SET ON THE NORTH LINE OF A PROPOSED RIGHT OF WAY FOR S.W. MAJOR ROAD, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG SAID NORTH PROPOSED RIGHT OF WAY LINE ON A CURVE TO THE LEFT AN ARC DISTANCE OF 104.71 FEET, A RADIUS OF 215.00 FEET, A CHORD BEARING OF S 77° 45' 16" W AND A CHORD DISTANCE OF 103.68 FEET TO THE CENTERLINE OF THE EXISTING RIGHT OF WAY FOR S.W. MAJOR ROAD;

THENCE N 88° 17' 35" W, ALONG SAID RIGHT OF WAY CENTERLINE, A DISTANCE OF 445.37 FEET TO A POINT ON THE NORTH PROPOSED RIGHT OF WAY FOR S.W. 12TH STREET;

THENCE ALONG SAID NORTH PROPOSED RIGHT OF WAY LINE ON A CURVE TO THE RIGHT AN ARC DISTANCE OF 7.62 FEET, A RADIUS OF 320.00 FEET, A CHORD BEARING OF N 44° 58' 50" W AND A CHORD DISTANCE OF 7.62 FEET TO A POINT ON THE EXISTING CENTERLINE OF THE RIGHT OF WAY FOR S.W. 12TH STREET;

THENCE N 01° 42' 26" E, ALONG SAID RIGHT OF WAY CENTERLINE, A DISTANCE OF 375.81 FEET;

THENCE CONTINUING ALONG SAID RIGHT OF WAY CENTERLINE ON A CURVE TO THE LEFT AN ARC DISTANCE OF 135.35 FEET, A RADIUS OF 1000.00 FEET, A CHORD BEARING OF N 02° 10' 13" W AND A CHORD DISTANCE OF 135.25 FEET TO A POINT ON THE EAST PROPOSED RIGHT OF WAY LINE FOR S.W. 12TH STREET;

THENCE ALONG SAID EAST RIGHT OF WAY LINE ON A CURVE TO THE LEFT AN ARC DISTANCE OF 116.86 FEET, A RADIUS OF 345.00 FEET, A CHORD BEARING OF N 05° 42' 11" E AND A CHORD DISTANCE OF 116.31 FEET TO THE EAST LINE OF SAID "CHAPMAN WOODS, LOTS 1-3";

THENCE ALONG SAID EAST LINE OF SAID "CHAPMAN WOODS, LOTS 1-3" ON A CURVE TO THE RIGHT AN ARC DISTANCE OF 253.51 FEET, A RADIUS OF 1030.00 FEET, A CHORD BEARING OF S 05° 20' 38" E AND A CHORD DISTANCE OF 252.87 FEET TO A FOUND 3-1/2" ALUMINUM CAP MARKED LAMP RYNEARSON;

THENCE S 01° 42' 26" W, CONTINUING ALONG SAID EAST LINE OF SAID "CHAPMAN WOODS, LOTS 1-3", A DISTANCE OF 331.04 FEET TO A FOUND 3-1/2" ALUMINUM CAP MARKED LAMP RYNEARSON;

THENCE ALONG THE NORTHEAST LINE OF SAID "CHAPMAN WOODS, LOTS 1-3" ON A CURVE TO THE LEFT AN ARC DISTANCE OF 39.27 FEET, A RADIUS OF 250.00 FEET, A CHORD BEARING OF S 43° 17' 34" E AND A CHORD DISTANCE OF 35.36 FEET TO A FOUND 3-1/2" ALUMINUM CAP MARKED LAMP RYNEARSON;

THENCE S 88° 17' 35" E, ALONG THE NORTH LINE OF SAID "CHAPMAN WOODS, LOTS 1-3", A DISTANCE OF 496.54 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 28,458 SQUARE FEET OR 0.65 ACRES, MORE OR LESS.

Section 2. The vacation approved by this Ordinance shall be subject to all representations made by the Applicant and to the conditions contained within the staff report presented to the Planning Commission at its June 22, 2026, meeting and to the City Council at its July 6, 2026, meeting. Approval of this vacation does not waive any requirement of the Unified Development Code, subdivision regulations, engineering standards, or other applicable City regulations unless specifically modified by this Ordinance. The approval of this vacation is further subject to the following conditions:

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

requirement or development standard contained in the Unified Development Code (UDC), unless specifically modified through the approval of this Vacation application. Conditions of approval include:

a. Utility easements shall be provided within the existing right-of-way, including for the existing public sanitary sewer, prior to the vacation of the right-of-way. Documentation of utility releases and/or letters of no objection from all affected utility providers shall be submitted prior to recording the vacation.

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.

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 6th day of July 2026.

CITY OF BLUE SPRINGS

_____

Chris Lievsay, Mayor

ATTEST:

_____

Erin Ford, City Clerk

1st Reading: _____

2nd Reading: _____

BLUE SPRINGS
MISSOURI

CITY COUNCIL

July 6, 2026

EXHIBITS FOR PUBLIC HEARING

WINWATER AND FLEX SPACES

GENERAL DEVELOPMENT PLAN AND CONDITIONAL USE PERMIT

(GDP-03-26-9850) AND (CUP-03-26-9851)

EXHIBIT #1 City Council Information Form dated June 23, 2026 with the following attachments: Staff Report with attachments; Application with Attachments; Affidavit of Publication in The Examiner on April 25, 2026; 185 ft Notification Map; Names/Addresses of the property owners within 185 ft. of the site; Copy of letter sent to said property owners; updated plans and developer email and Bill approving the Conditional Use Permit and General Development Plan

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: June 23, 2026

ITEM TYPE: Public Hearing / Ordinance

SUBMITTED BY: Logan Day

CONTRACT NUMBER: N/A

DEPARTMENT: City Development

STRATEGIC PLAN PRIORITY: Balanced Growth

ITEM DESCRIPTION

A public hearing is being held at the request of the Applicant, Bart Fisher, for consideration to approve a General Development Plan (GDP-03-26-9850) for Winwater and Flex Use to allow for the development of approximately 28,500+/- square feet of building area, and for consideration to approve a Conditional Use Permit (CUP-03-26-9851) allowing the use of "Storage-Residential Warehouse" on approximately 5+/- acres of land located at 2601 NW Jefferson St. Upon conclusion of the public hearing, a Bill approving the General Development Plan and Conditional Use Permit will be ready for introduction and readings.

BACKGROUND

The applicant is requesting approval of a Conditional Use Permit (CUP), and General Development Plan (GDP) for approximately 5 acres located at 2601 NW Jefferson Street, currently zoned RC (Regional Commercial).

The proposed development consists of two commercial buildings totaling approximately 28,500 square feet. The first building will serve as a 10,320-square-foot Winwater Blue Springs facility, including office space and an associated outdoor storage area for utility materials. The outdoor storage area will be located behind the building and screened from public view through the installation of a 6-foot masonry wall and additional landscaping.

The second building will consist of approximately 18,180 square feet of flex commercial space designed to accommodate a variety of uses permitted within the RC zoning district, including residential storage uses subject to approval of the requested Conditional Use Permit.

The site is proposed with primary access from NW Jefferson Street and a secondary access onto NW Saunders Road to improve site circulation and facilitate truck traffic movements. The development also includes sidewalk improvements along NW Jefferson Street, half-street improvements along NW Saunders Road, enhanced landscaping, and screening measures. To reduce impacts on adjacent residential properties to the north, the applicant proposes a 25-foot landscape buffer and a 6-foot privacy fence along the rear property line.

A preliminary stormwater management plan has been submitted and includes detention facilities and best management practices to address runoff and water quality requirements. Final stormwater design will be reviewed during the engineering approval process.

Staff's review found the proposed residential storage use to be compatible with surrounding properties and consistent with the intent of the Regional Commercial zoning district. Staff also determined the overall development is a low-intensity commercial project that is compatible with the surrounding area and consistent with the

long-range planning goals for the corridor. The project is proposed as a single-phase development.

The Planning Commission reviewed the request and recommended approval of the Conditional Use Permit, and General Development Plan subject to the conditions outlined in the staff report.

10/21/2025PROJECT TIMELINE

INFORMATION	DETAIL
Estimated Start Date	July 7, 2026
Estimated End Date	N/A

STAFF RECOMMENDATION

Staff recommends recommend approval.

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

1. Approval by the City Council based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC.

2. A Site Plan Design Review is required to review final building and site design, including landscaping and Final building and site design must meet Non-Residential Design Standards per UDC 407.090 and any other applicable sections of the Unified Development Code.

3. Provide site triangles at west entrance to ensure proper sight distance is met.

4. Easement shall be acquired from lots 4 and 5 of Stonecrest Plat for sanitary sewer extension.

5. Existing septic tank shall be abandoned or removed per MDNR standards.

6. Footing of the building should not be within the zone of influence from the existing storm along Saunders.

7. Provide Final Drainage Study. Drainage study shall conform to City of Blue Springs Design and Construction Manual supplemental showing runoff reductions for the 1,10 and 100 year storm events. Detention and BMP facilities shall be designed per Final Drainage Study.

8. A permit from the Missouri Department of Natural Resources (MDNR) is required for land disturbance greater than one acre.

    a. As required by the MDNR land disturbance permit, a storm water pollution prevention plan (SWPPP) is also required to ensure maintenance, inspection, and flexibility for erosion control and storm water quality on the project during construction. The City of Blue Springs Engineering Division requires confirmation that the SWPPP has been prepared and the land disturbance permit has been acquired prior to beginning construction activities.

9. The City of Blue Springs Design and Construction Manual shall be followed regarding and construction specifications.

10. A sealed letter by a Registered Professional Engineer in the State of Missouri stating the Storm water detention basin was constructed in accordance with the approved plans and functions as designed.

Staff recommends approval of the Conditional Use Permit application with the following conditions:

1. Approval by the City Council based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC.

2. The parking spaces shall not be used for the outdoor storage of equipment, boats, trailers, household goods, or other personal property. Trailers may occupy a parking space only if they are associated with a business located on the premises and are actively being used for loading and unloading purposes.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning Commission

Date: June 22, 2026

Action: Recommended approval of the Conditional Use Permit with conditions. 5 Aye, 4 No

Recommended approval of the General Development Plan with conditions. 5 Aye, 4 No

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Staff Report with attachments; Application with Attachments; Affidavit of Publication in The Examiner on April 25, 2026; 185 ft Notification Map; Names/Addresses of the property owners within 185 ft. of the site; Copy of letter sent to said property owners; updated plans and developer email

2. Bill approving the Conditional Use Permit and General Development Plan

REVIEWED BY

Requesting Director: Nic Hutchison

Legal: James Newell

Administration: George Schmitz

City Administrator: Christine Cates

Budget: N/A

1. Saunders Road is about ½ the width of Jefferson – no clearance for trucks and buses to safely meet.



2. Why spend tax $$$ to re-work Saunders and then **add** truck traffic??
   The other businesses along Jefferson…
   – their trucks **all navigate from Jefferson … Keep them on Jefferson!**

3. Add'l retaining wall to west/Saunders side.
   Hide the ugly…like we see on Sunnyside School Road today!



4. Saunders Road is a quiet neighborhood street- not a trucking road


Current View from edge of I-70

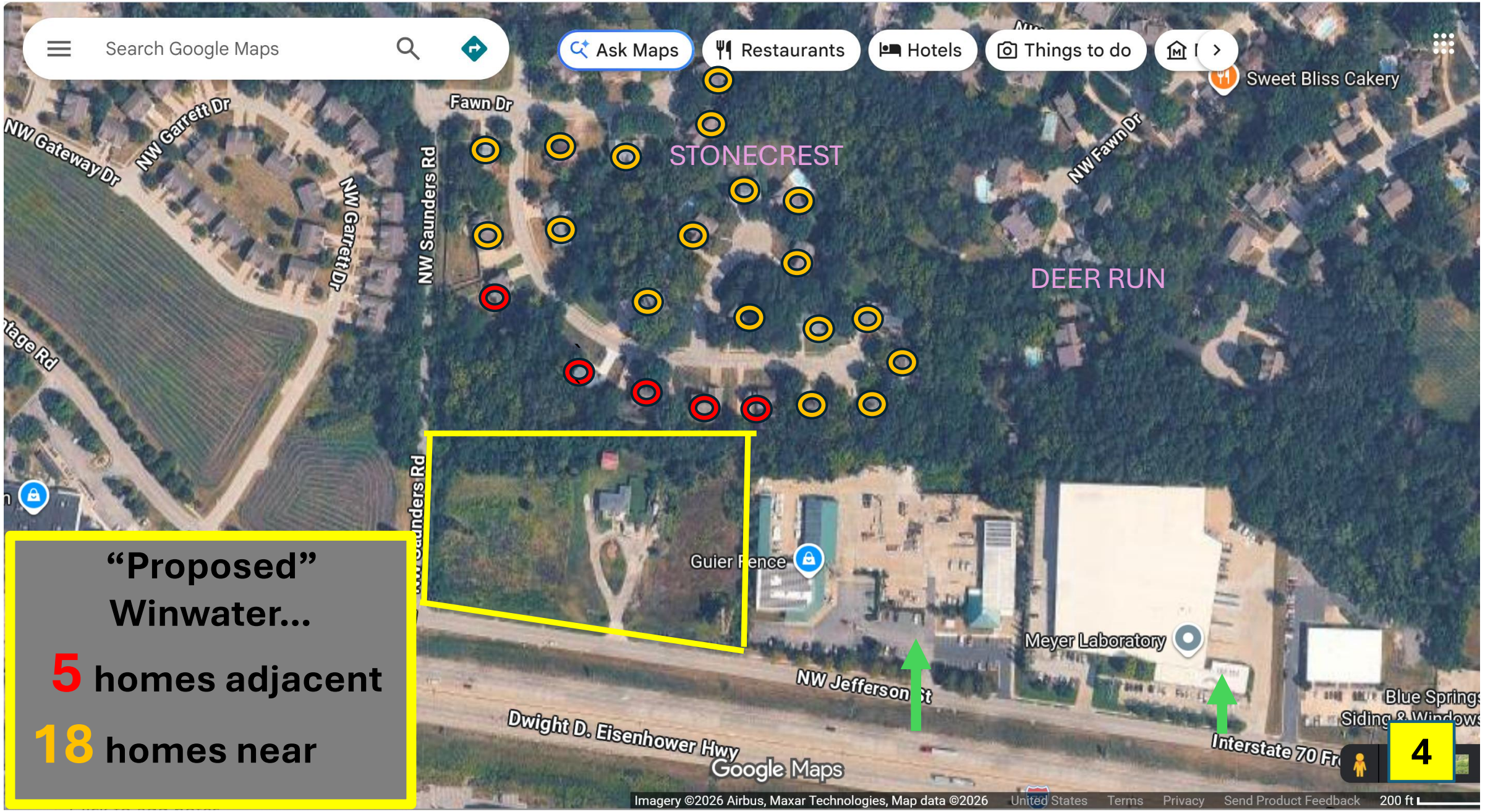

Future View from I-70 ??

Current View Jefferson & Saunders



Future View …
"Hillside Pipe Storage Lot"?

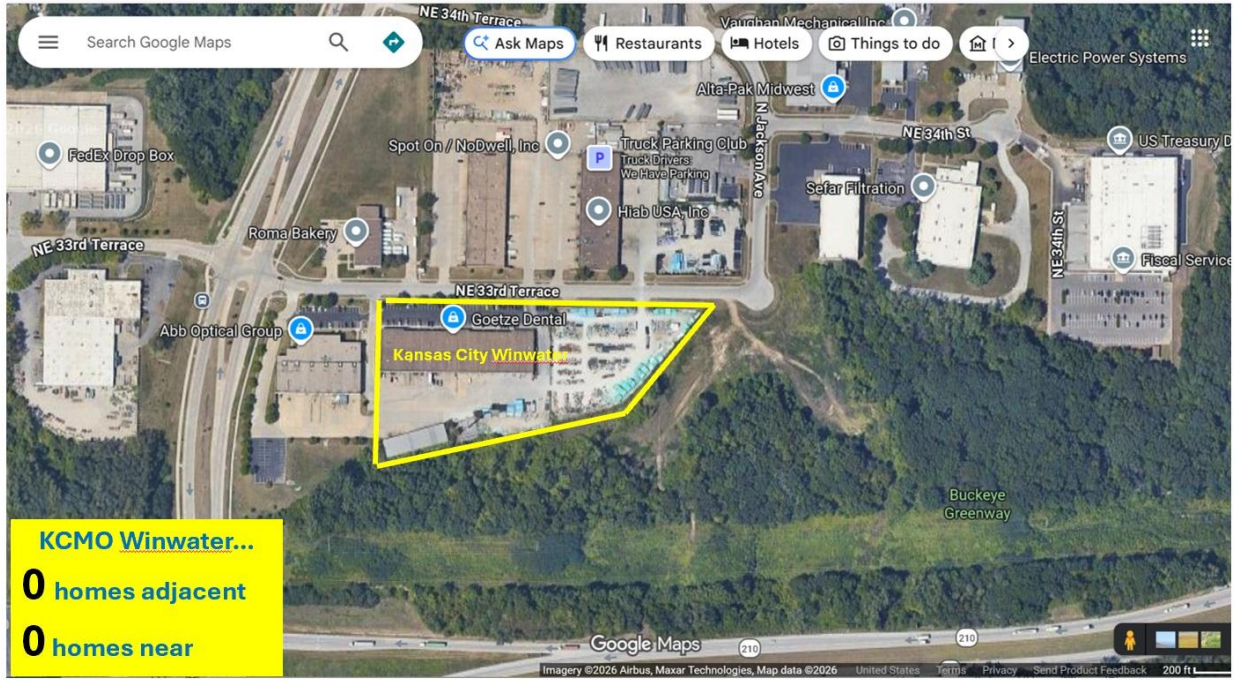


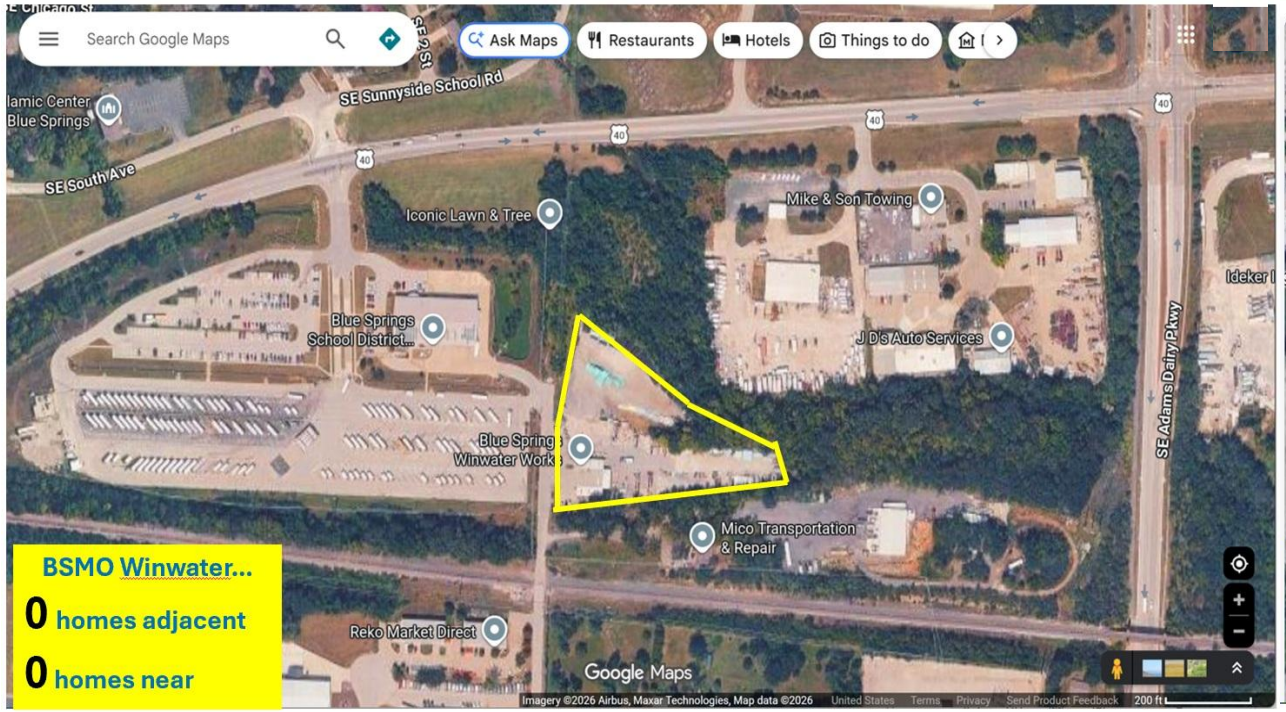


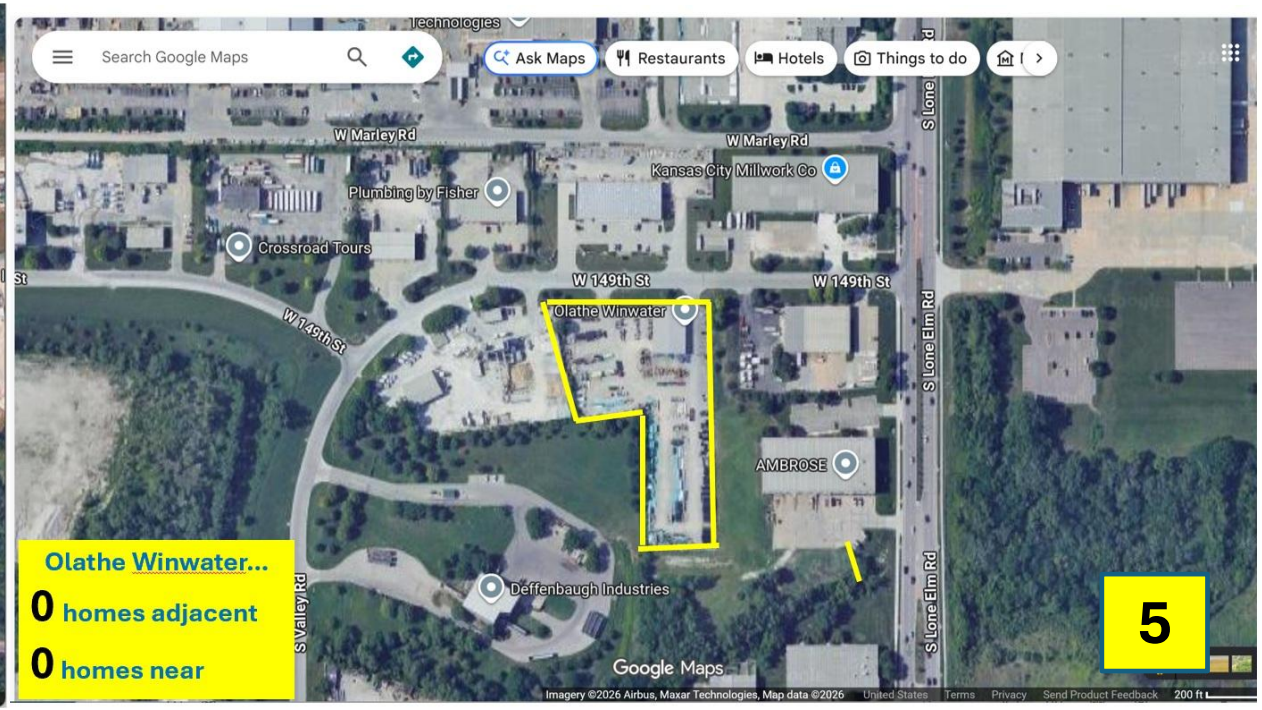
"Proposed" Winwater...

5 homes adjacent

18 homes near


Search Google Maps
Ask Maps
Restaurants
Hotels
Things to do
NE 34th Terrace
Vaughan Mechanical Inc
Electric Power Systems
Alta-Pak Midwest
FedEx Drop Box
Spot On / NoDwell, Inc
Truck Parking Club
Truck Drivers: We Have Parking
N Jackson Ave
NE 34th St
US Treasury D
Sefar Filtration
Hiab USA, Inc
Roma Bakery
NE 33rd Terrace
NE 34th St
Fiscal Service
Abb Optical Group
Goetze Dental
Kansas City Winwater
Buckeye Greenway
KCMO Winwater...
0 homes adjacent
0 homes near
Google Maps
Imagery ©2026 Airbus, Maxar Technologies, Map data ©2026 United States Terms Privacy Send Product Feedback 200 ft


Search Google Maps
Ask Maps
Restaurants
Hotels
Things to do
SE 2nd St
SE Sunnyside School Rd
Islamic Center Blue Springs
SE South Ave
Iconic Lawn & Tree
Mike & Son Towing
Blue Springs School District...
J D's Auto Services
SE Adams Dairy Pkwy
Blue Spring Winwater Work
Mico Transportation & Repair
Reko Market Direct
BSMO Winwater...
0 homes adjacent
0 homes near
Google Maps
Imagery ©2026 Airbus, Maxar Technologies, Map data ©2026 United States Terms Privacy Send Product Feedback 200 ft


Search Google Maps
Ask Maps
Restaurants
Hotels
Things to do
W Marley Rd
Kansas City Millwork Co
Plumbing by Fisher
Crossroad Tours
W 149th St
Olathe Winwater
AMBROSE
S Lone Elm Rd
S Valley Rd
Deffenbaugh Industries
Olathe Winwater...
0 homes adjacent
0 homes near
5
Google Maps
Imagery ©2026 Airbus, Maxar Technologies, Map data ©2026 United States Terms Privacy Send Product Feedback 200 ft

Three previous Planning Commissions & cities said **NO** to Winwater "pipe storage lot" adjacent to **ANY,** let alone **FIVE** Single Family homeowners

For **Blue Springs**, we don't want a "pipe storage lot" in plain view **for all to see** from Jefferson Street and I-70

Winwater could locate to the back side of the Blue Springs Business Park



PLANNING APPLICATION REVIEW STAFF REPORT

Project Information

Meeting Dates:

Planning Commission: May 11th, 2026

City Council Date: May 18th, 2026

Project Name: Blue Springs Winwater & Flex Uses

Site Location: 2601 NW JEFFERSON ST

Applicant: William Buck, Powell CWM

Property Owner: J & M SARAI LLC

Staff Planner: Logan Day, Planner I

Project Request:

GDP-03-26-9850; General Development Plan for the development of Winwater office with construction contractor storage with additional Flex Units.
CUP-03-26-9851; Conditional Use Permit to allow for the use of Residential Warehouse in "RC" Regional Commercial zoning.
PP-03-26-9852; Preliminary Plat to plat 2601 NW Jefferson into a single lot, and construct two buildings for Winwater and flex use commercial spaces.

Project Description:

The applicant is requesting approval to develop approximately 5± acres for a two-building commercial development. The proposed project includes one building for Winwater featuring new office space with associated contractor storage located in the rear, and a second building designed to accommodate flexible commercial uses within multi-tenant suite spaces.

Staff Recommendation:

Staff recommends approval of Conditional Use Permit, General Development Plan and Preliminary Plat with conditions listed at end of staff report.

Previous Actions:

Date	Review Body	Action
March 19th, 2007	Planning Commission	A-1-2007; Recommended approval of the annexation of real estate into the City of Blue Springs
April 2nd, 2007	City Council	A-1-2007; Approving the annexation of real estate into the City of Blue Springs.
June 11th, 2007	Planning Commission	RZ-5-07-1074; Recommended Approval of the rezoning of property from "HI"- High industrial Jackson County Designation to City of Blue Springs "RC" -Regional Commercial
June 18th, 2007	City Council	RZ-5-07-1074; Approved of the rezoning of property from "HI"- High industrial Jackson County Designation to City of Blue Springs "RC" -Regional Commercial
December 10th, 2007	Planning Commission	PP-11-07-1444; Denied Preliminary Plat for Sari's Corner

Future Applications:

Future applications include a Site Plan Design Review and Final Plat. The Final Plat must be approved and recorded at Jackson County prior to issuance of building permits.

Adjacent Properties:

Direction	Current Zoning	Current Land Use(s)
North:	"SF-7" Single Family District	Single family housing
South:	"ROW" (Interstate 70 Hwy) and 'RC" Regional Commercial	"ROW" (Interstate 70 Hwy)
East:	"RC" Regional Commercial	Guier Fencing building
West:	"RC" Regional Commercial	Vacant Land

Preliminary Plan & Plat Analysis

The purpose of the general development plan process is to ensure compliance with zoning and other development regulations and the achievement of quality development through the review of a general development plan that will represent the general development on the site. The general development plan will be approved by City Council to establish the framework for development on a property. A general development plan is a generalized development plan for the entire area proposed to be included within a proposed development. The purpose of a general development plan is to allow preliminary review of a proposed development before substantial technical work has been undertaken.

Platting is a process where a proposed division, or partition of land and property interests therein, is reviewed to ensure: development patterns in compliance with long-range comprehensive plans; coordinating infrastructure with existing, future and

potential capital improvements; and that all lots are buildable, served with adequate public facilities, and capable of meeting the zoning and development standards.

Preliminary Plat Requirements:

The proposed Preliminary Plat meets the minimum standards described in the Unified Development Code Section 403.050 and the submittal requirements provided in the Preliminary Plat application.

Land Use & Density:

The proposed development consists of approximately 28,500± square feet of building area on a 5± acre site. The project includes a 10,320± square foot facility for Winwater Blue Springs, which incorporates office space and associated outdoor storage for utility materials located to the rear of the building. The storage area will be screened from public view by a 6-foot masonry wall and supplemented with required landscaping buffers to enhance visual screening. The second building consists of approximately 18,180± square feet of flex-use commercial space. This building is intended to accommodate residential storage uses, subject to approval through a Conditional Use Permit, as well as other uses permitted within the "RC" zoning district.
Overall, the development reflects a low-intensity commercial land use pattern consistent with the character of the surrounding area

Building Typology:

The proposed development is classified as a "General Commercial Building" type which is defined as "a basic building type designed to accommodate retail, commercial, service or office functions in a variety of formats and scales. Variations of this type are based on the scale and intensity of the use and subject to lot and setback standards of the zoning district or any specific use limitations for the intended use.

General Commercial Building

Standard	Requirement	Proposed
Front Setback	0 feet to 10 feet when fronting on a designated activity street; in all other	25 feet

	cases: 20 feet in NB district; 25 feet in SO and GB Districts	
Side Setback	0 feet if party wall is used; in all other cases: 10 feet in NB and SO District; 20 feet minimum in GB and RC Districts	20 feet
Corner Side Setback	0 feet to 10 feet on activity streets when the first 30 feet of building frontage on the side street is designed to meet the standards of the front facade; in all other cases: 25 feet	25 feet
Rear Setback	25 feet minimum, except 0 feet minimum for alley-loaded lots	25 feet
Building Coverage	65% maximum	13%
Building Height	60 feet maximum in SO, GB, and SO Districts	35 feet high
Frontage Type	Buffer edge; on activity streets, 1 of the other eligible frontage types is required	Buffer edge; on activity streets, 1 of the other eligible frontage types is required

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

Architectural Character:

The proposed development features a contemporary industrial-flex design with a cohesive use of metal wall panels, a standing seam metal roof, and a masonry base with

stone wainscot. The façade is articulated through a repeating bay rhythm of overhead doors and entries, helping to break down the overall building mass.
The primary office entry is highlighted with increased glazing, a recessed entry, and a canopy, along with a vertical accent element for visual emphasis. The color palette consists of neutral metal panel tones with limited contrasting accent materials.
The building maintains a simple, low-profile roofline with parapet conditions, and material changes and horizontal modulation are used to reduce the visual scale of the long elevations. Overall, the design is consistent with contemporary industrial-flex development and is compatible with surrounding commercial uses. All of the buildings will need to adhere and comply with the standards set for Non Residential Design in Section 407.090.

Parking:

Vehicular parking is required and proposed as follows:

Land Use	Required	Provided
Office/Admin Area, Indoor Sales and Services, Indoor Storage/Warehousing	53 stalls required	Standard Stalls provided = 53 stalls ADA stalls= 11 stalls
	Total Parking Required = 53 stalls	Total Parking Provided= 64 stalls

Bike parking is required and proposed as follows:

Land Use	Required	Provided
Retail/Office uses	10% of the required vehicle spaces up to 200 vehicle parking spaces Minimum of 20 bicycle parking spaces for any use having 200 or more vehicle parking spaces	Total Bicycle Parking=6 stalls

Streets & Sidewalks:

The development will include half-street improvements along NW Saunders Road, consisting of the addition of curb and gutter along the project frontage. No improvements are required along NW Jefferson Street at this time, as adequate curb infrastructure is already in place. However, a sidewalk will be constructed along the NW Jefferson Street frontage to provide connectivity between the existing sidewalks on either side of the development, and sidewalks are not required for NW Saunders Rd frontage of this development.

Stormwater:

A Macro Drainage study has been approved by the City Engineer for this development. In the future Site Plan Design Review, a Micro Drainage shall be submitted with the construction drawings showing how detention shall be constructed with modelling to confirm the macro report along with specific drainage areas with a routing diagram and drainage maps. The report shall show reduction in site specific point of interest comparing the existing to proposed and meet all requirements of the City of Blue Springs Design and Construction Manual and MARC.

Sanitary Sewer:

There is gravity sanitary sewer is located on North side of the development. An engineer or surveyor will need to determine if the sewer invert elevations are such for this development to utilize this sanitary sewer

Signage:

All signs must meet the Sign Code and will be reviewed administratively and must follow the appropriate permitting process. Following the approval of the Site Plan Design Review and Final Plat.

Frontage & Landscaping:

The applicant has submitted a conceptual landscape plan for the site. While a formal tree preservation plan has not been provided, the developer intends to retain several existing trees.

Along the northern property line adjacent to single-family residences, a six-foot-tall masonry wall is proposed to provide screening and buffering. Additional landscaping is also proposed along NW Saunders Road to help screen the rear portion of the development. Landscaping details will be further evaluated during the site plan design review process.

Landscape Area	**Required Units / PUs (plant units)**
Type C, 25 foot buffer (Southern Property Line)	25 feet wide: 60 units per 100 feet
Type A, 7 foot buffer (Eastern Property Line)	7 feet wide: 45 units per 100 feet
Type C3, 25 foot buffer (Northern Property Line)	25 feet wide: 60 units per 100 feet

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

Phasing:

The site is proposed to be developed in a single phase

Review Criteria

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

1. The proposed general development plan is consistent with the Comprehensive Plan and all requirements of the UDC, unless modifications are requested and approved through the approval of the general development plan. Said modifications shall generally be minor and shall be clearly noted in the staff report.

    a. The proposed general development plan is consistent with the Comprehensive Plan and all requirements of the UDC. The applicant has not requested any deviations or modifications to the UDC.

2. The proposed general development plan is consistent with the current zoning on the property or conditional on the approval of an existing application for a Zoning Map amendment.

    a. The proposed general development plan is consistent with the current zoning on the property and the proposed use is allowed by right in the Regional Commercial zoning district.

3. The general development plan is in compliance with all applicable use, development and design standards set forth in the Code, unless alternative design standards have been approved for the development.

    a. The general development plan complies with all applicable use, development, and design standards set forth in this Code. No alternative development standards have been proposed

4. Adequate facilities and services exist or are planned by the project to serve the development at the time of construction.

    a. There are existing and planned facilities and services in place or proposed to serve the development.

5. The general development plan is sensitive to the existing land uses and is compatible with the existing adjacent land use designations. Compatibility with the surrounding area is demonstrated by proposed improvements, including screening and buffering that has been provided to minimize impacts to adjacent uses.

    a. The general development plan is sensitive to the existing land uses and is compatible with the existing adjacent land use designations.

6. The general development plan will provide for orderly physical growth of the City, and foster safe, convenient and walkable neighborhoods and shopping districts.

    a. The general development plan will provide for orderly physical growth of the City.

Review Criteria

A Conditional Use Permit shall be reviewed according to the following criteria:

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

    a. Staff finds the proposed conditional use is consistent with the intent of the Regional Commercial district and, as conditioned, remains compatible with surrounding and abutting zoning districts.

2. Compliance of any proposed development with the requirements of this Development Code.

    a. Staff finds the proposed development will comply with all applicable requirements of the Development Code, subject to final review and approval.

3. Whether any additional site-specific conditions are necessary to meet the purposes and intent of this Development Code and the intent or design objectives of any applicable Subsections of this Development Code.

    a. Staff finds that an additional site-specific condition is appropriate to ensure compliance with the intent of the Development Code. As such, a condition has been added clarifying that parking spaces shall not be used for outdoor

storage, with limited allowance for trailers associated with on-site businesses during active loading and unloading. This condition does not alter the proposed plans.

4. The impact on the public realm, including the design and functions of streetscapes and relationships of building and site elements to the streetscape.

    a. Staff finds the proposed development will have minimal impact on the public realm, with building and site elements designed to maintain a functional and orderly relationship with the surrounding streetscape.

5. The adequacy of drainage, utilities and other public facilities.

    a. Staff finds that drainage, utilities, and other public facilities are adequate to serve the proposed development, subject to compliance with applicable City requirements and final engineering review.

6. Compatibility with the character of the area in terms of building scale, building form, landscape and site design.

    a. Staff finds the proposed development is generally compatible with the character of the surrounding area in terms of building scale, form, and site design, with landscaping and buffering helping to further integrate the site into its surroundings.

7. Compatibility with the area in terms of operating characteristics such as hours of operation, visible and audible impacts, traffic patterns, intensity of use as proposed or foreseeable, and other potential impacts on adjacent property.

    a. Staff finds the proposed use is compatible with the surrounding area in terms of operating characteristics, with no significant adverse impacts

anticipated related to hours of operation, traffic, or noise, subject to compliance with applicable conditions.

8. The application will not prevent development and use of the neighboring property in accordance with the applicable development regulations.

    a. Staff finds the proposed application will not prevent the development or use of adjacent properties in accordance with applicable development regulations.

9. The long-range plans applicable to the site and surrounding area are not negatively impacted considering the permanence of the proposed use, the permanence of existing uses in the area, and any changes in character occurring in the area.

    a. Staff finds the proposed use is consistent with long-range plans for the area and is not anticipated to negatively impact the surrounding area, considering existing development patterns and the nature of the use.

10. The recommendations of professional staff.

    a. Staff recommends approval of the Conditional Use Permit with conditions

Review Criteria

A Preliminary Plat shall be reviewed based on the following criteria:

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

a. The proposed Preliminary Plat is in accordance with the Comprehensive Plan Designation of corridor reinvestment area.

2. Compliance with the requirements of the Development Code. In particular the blocks and lots proposed are capable of meeting all development and site design standards under the existing or proposed zoning.

    a. The proposed plan is in compliance with the requirements of the Development Code

3. Any phasing proposed in the application is clearly indicated and demonstrates a logical and coordinated approach to development, including coordination with existing and potential development on adjacent property.

    a. The plan is proposed to be developed in one phase

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

    a. Any impacts identified by specific studies or technical reports, including a preliminary review of storm water, are mitigated with generally accepted and sound planning, engineering, and urban design solutions, that reflect long-term solutions and sound fiscal investments.

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

a. The application does not deter any existing or future development on adjacent properties. The redevelopment will hopefully spark development on adjacent vacant properties.

6. The design does not impede the construction of future public infrastructure within the area.

    a. The design of the site does not impede the construction of future public infrastructure within the area

7. The recommendations of professional staff.

    a. Staff recommends approval of the Preliminary Plat with conditions

Approval of the preliminary plat shall constitute acceptance of the overall planning concepts for the subdivision and is a prerequisite for the filing of a final plat. After approval of the preliminary plat the applicant may proceed with the construction plans and submit the proposed final plat for review and approval.

Staff Recommendation:

Staff recommends approval of the General Development Plan & Preliminary Plat application with the following conditions:

1. Approval by the City Council based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC.
2. A Site Plan Design Review is required to review final building and site design, including landscaping and Final building and site design must meet Non-

Residential Design Standards per UDC 407.090 and any other applicable sections of the Unified Development Code.

3. Provide site triangles at west entrance to ensure proper sight distance is met.
4. Easement shall be acquired from lots 4 and 5 of Stonecrest Plat for sanitary sewer extension.
5. Existing septic tank shall be abandoned or removed per MDNR standards.
6. Footing of the building should not be within the zone of influence from the existing storm along Saunders.
7. Provide Final Drainage Study. Drainage study shall conform to City of Blue Springs Design and Construction Manual supplemental showing runoff reductions for the 1,10 and 100 year storm events. Detention and BMP facilities shall be designed per Final Drainage Study.
8. A permit from the Missouri Department of Natural Resources (MDNR) is required for land disturbance greater than one acre.
    a. As required by the MDNR land disturbance permit, a storm water pollution prevention plan (SWPPP) is also required to ensure maintenance, inspection, and flexibility for erosion control and storm water quality on the project during construction. The City of Blue Springs Engineering Division requires confirmation that the SWPPP has been prepared and the land disturbance permit has been acquired prior to beginning construction activities.
9. The City of Blue Springs Design and Construction Manual shall be followed regarding and construction specifications.
10. A sealed letter by a Registered Professional Engineer in the State of Missouri stating the Storm water detention basin was constructed in accordance with the approved plans and functions as designed.

Staff recommends approval of the Conditional Use Permit application with the following conditions:

1. Approval by the City Council based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC.
2. The parking spaces shall not be used for the outdoor storage of equipment, boats, trailers, household goods, or other personal property. Trailers may occupy a parking space only if they are associated with a business located on the premises and are actively being used for loading and unloading purposes.

Staff recommends approval of the Preliminary Plat application with the following conditions:

1. Approval by the City Council based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC.
2. Provide As-built Drawings prior to Final Plat approval. Prior to Final Plat approval all public works items must be completed and pass inspection.
3. A maintenance bond will be required following infrastructure acceptance by the City and prior to Final Plat approval. The bond shall be in the amount equal to one-half (1/2) of the cost of construction, to guarantee against defects in construction for a period of two (2) years.
4. All required public improvements shall be completed and accepted by the City prior to approval of the final plat.

5. A Final Plat must be approved and recorded prior to the issuance of any building permits within the development.



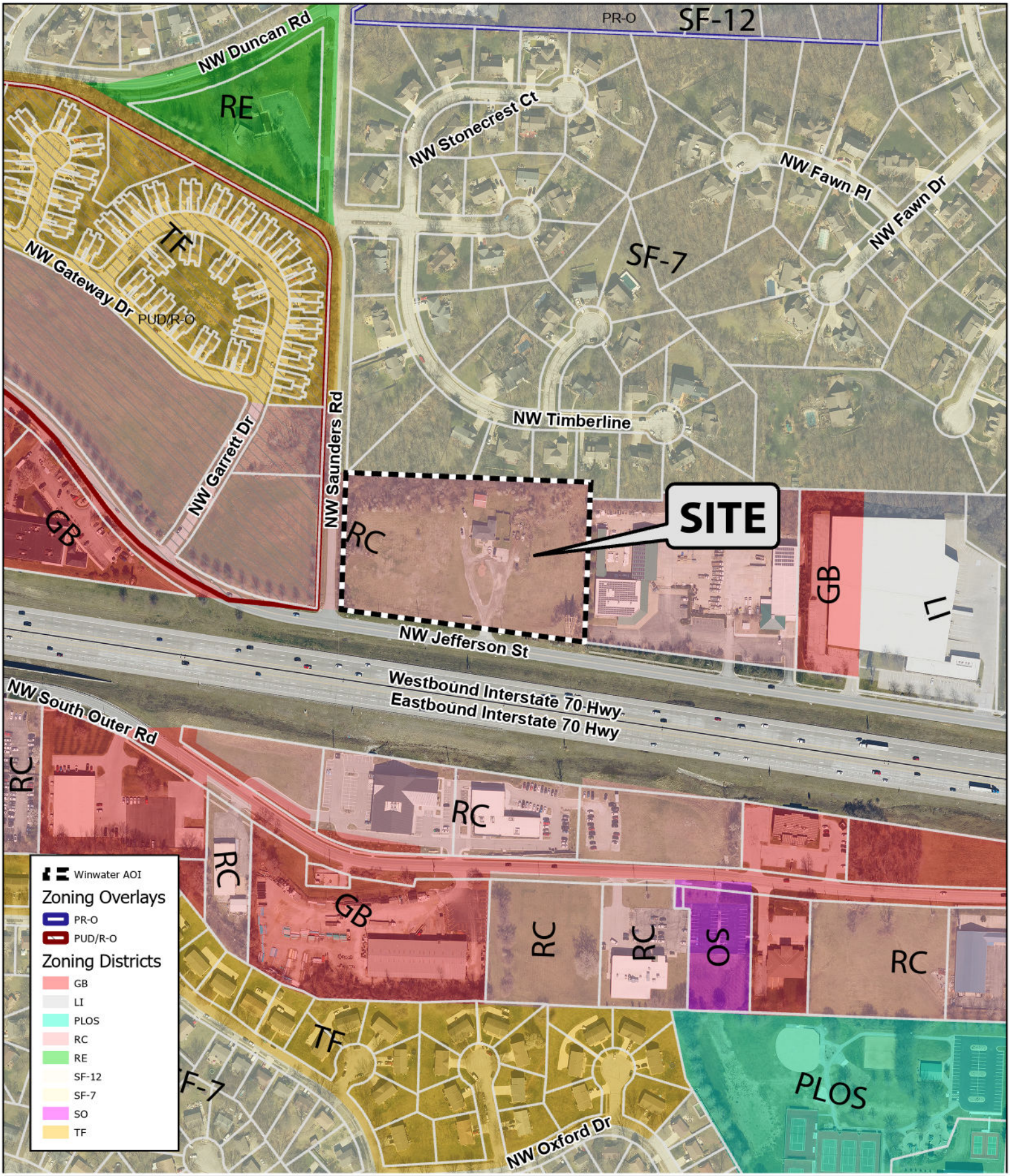
BLUE SPRINGS MISSOURI

GDP-03-26-9850 / CUP-03-26-9851 / PP-03-26-9852
2601 NW JEFFERSON ST
AERIAL LOCATION MAP

N

1" = 300'

Date: 04/23/26



BLUE SPRINGS MISSOURI

GDP-03-26-9850 / CUP-03-26-9851 / PP-03-26-9852
2601 NW JEFFERSON ST
SITE LOCATION AND ZONING MAP

N

1" = 300'

Date: 04/23/26

POWELL CWM
ARCHITECTURE / ENGINEERING / SURVEYING

EPIC CONCRETE CONSTRUCTION

Blue Springs Winwater & Flex-use

Written Narrative

Conditional Use Permit

Proposed Use: Equipment – Materials Storage and Residential Warehouse Use

Intensity: Aside from Residential Warehouse, the site will be limited to uses permitted within the RC Zoning District.

Extent of Proposed Use: Proposed uses will be limited to the enclosed storage area and within the constructed buildings.

Construction Timeline: Construction to be completed by October / November 2026.

- The proposed site development and uses are intended to accommodate retail / service and commercial land uses that serve the community and regional needs compatible with RC Zoning. No additional site-specific conditions are necessary to meet the purposes and intent of the UDC or the intent or design objectives of any applicable UDC regulation.

- The proposed site development will fully comply with the requirements of the UDC with two exceptions; (1) Gravel or asphalt screenings might be desired over part of the storage area; (2) Increased driveway width at the right-of-way for a standard 30-ft wide driveway with 50-ft radii. A variance or waiver to the UDC for these two exceptions are hereby requested.

- The character of the proposed site development will be compatible with the surrounding area in terms of building scale, building form, and usage. Other developments adjacent to the site or within the area such as Guier Fence, Meyer Laboratory (chemical manufacturer), Blue Springs Siding & Windows, and BR Carpet are similar businesses in character and composition.

- Landscape and site design will fully comply with the UDC. No exemptions or variances are needed or sought for landscaping. Furthermore, additional landscaping will be provided along Saunders Road.

- Operating characteristics of the proposed development such as hours of operation, visible and audible impacts, traffic patterns, intensity of use as proposed or foreseeable, and other potential impacts on adjacent property will be generally the same as that of the adjacent businesses or those businesses within the area.

- The proposed use will not prevent or negatively impact the development or use of adjacent property in accordance with the applicable UDC regulations. This site is the

last parcel along Jefferson east of Saunders and west of HWY 7 to develop so it will not prohibit use or restrict development in the area. Access will be from Jefferson or Saunders Road – both public streets.

- The long-range plans applicable to the site and surrounding area call for RC zoning for those areas along Jefferson west of Saunders that remain to be developed. No future development will be negatively impacted considering the permanence of the proposed use, the permanence of existing uses in the area, or any changes in character occurring in the area.

- The proposed buildings and site elements will not adversely affect the shared spaces in the area that are accessible to the public. The building facades and landscaping will enhance the quality of life, accessibility, safety, and social experience of the community.

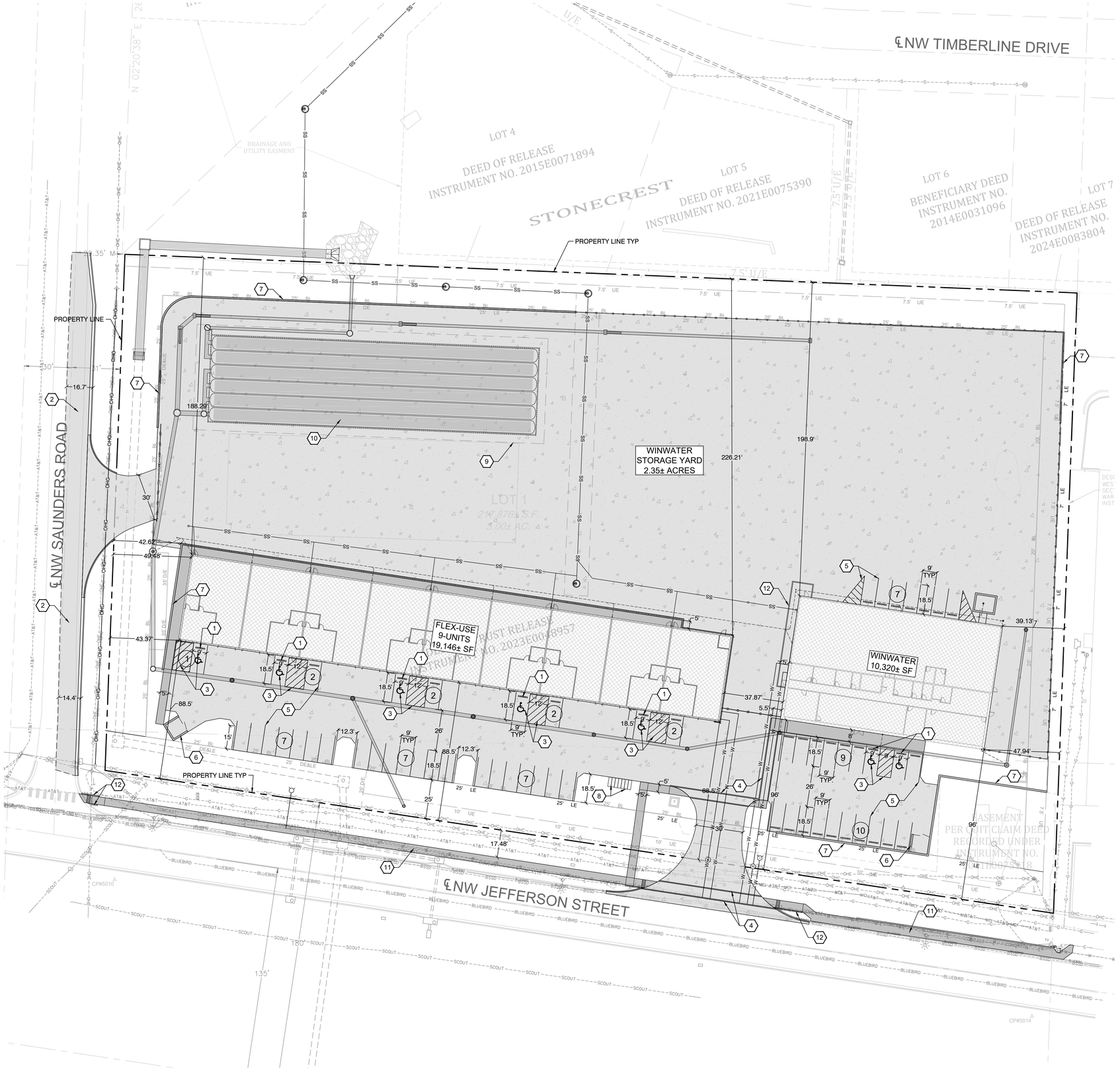
- The infrastructure to support the proposed development is available and adequate. Access is available off adjacent public streets – Jefferson and Saunders. Electrical, water, gas, and communication services are available along Jefferson Street. Sanitary sewer service is available on-site or can be extended through public easements from NW Timberline Drive.

- Jefferson and Saunders roads are available to access the site. Entrance/exit drives will be provided onto those streets. All entrances will be designed and located in accordance with MoDOT and City requirements to prevent traffic hazards and minimize traffic congestion on public streets.

- The proposed uses will be permanent. Should Winwater relocate, additional flex-use buildings may be constructed on site in the future, but the proposed uses will not change.

- The proposed site development and uses are in the public's interest by providing flexible commercial / retail / services space for small and growing businesses. By providing this type of space, these services can be provided to the community by locally owned businesses. By providing this type of flex space for the community, the problems and issues of operating small businesses from residential areas can be reduced. These services are consistent with the intent of the Comprehensive Plan and current zoning.

- The proposed site development does not generally differ from the applicable zoning and development code requirements (i.e. setback, landscape buffers, etc.). Only two variances or exceptions to the UDC are sought as described above (surfacing material in storage area and driveway width at R/W).



KEYNOTES

1. ADA RESERVED PARKING SIGN + VAN ACCESIBLE PLACARD; RE: C-024
2. PUBLIC STREET IMPROVEMENTS: RE: C-024
3. ADA ACCESSIBLE PARKING STRIPING
4. CROSSWALK STRIPING
5. PAVEMENT STRIPING
6. MASONRY DUMPSTER ENCLOSURE; RE: ARCH
7. SEGMENTAL BLOCK RETAINING WALL; RE: C-024
8. SHORT TERM BICYCLE PARKING; RE:C-024
9. BMP EASEMENT
10. UNDERGROUND DETENTION AREA W/ ISOLATOR ROW; RE: C-027
11. 5-FT PUBLIC SIDEWALK; RE: C-024
12. SIDEWALK W/ CURB; RE: C-024

LEGEND

- PROPOSED BUILDING RE: ARCH
- 8" HEAVY DUTY CONCRETE PAVEMENT RE: C-024 DETAIL 1
- 4" CONCRETE SIDEWALK RE: C-024/ DETAIL 3
- 7" ASPHALT PAVEMENT RE:C-024/ DETAIL 2
- CURB HEIGHT TRANSITION 6" HIGH TO 0" HIGH
- RETAINING WALL RE: ARCH
- RETAINING WALL W/ FENCE RE: ARCH
- 6-FT TYPE III PRIVACY FENCE
- TYPE CG-1 CURB & GUTTER RE: C-025
- ROOF DRAIN
- SS — SANITARY SEWER
- STORM SEWER
- W — PRIVATE WATERLINE
- TRENCH DRAIN
- WHEEL STOP; RE: C-024
- CONCRETE BOLLARD; RE: C-024

PARKING ANALYSIS:

REQUIRED PARKING

OFFICE ADMIN AREA:
1 PER 300 SF, BUT IN NO CASE GREATER THAN 1 SPACE PER 200 SF

INDOOR SALES, SERVICE OR DISPLAY AREA:
1 PER 500 SF, BUT IN NO CASE GREATER THAN 1 SPACE PER 400 SF

INDOOR STORAGE, WAREHOUSING, EQUIPMENT SERVICING OR MANUFACTURING AREA
NOT TO EXCEED 1 SPACE PER 1,000 SF

FLEX USE

OFFICE ADMIN.	(4,540 SF)	= 15 SPACES REQ.
INDOOR STORAGE/ WAREHOUSING	(14,606 SF)	= 15 SPACES REQ.

WINWATER

OFFICE ADMIN.	(5,165 SF)	= 17 SPACES REQ.
INDOOR SALES/DISPLAY AREA	(1,018 SF)	= 2 SPACES REQ.
INDOOR STORAGE/ WAREHOUSING	(7,579SF)	= 8 SPACES REQ.

STALLS REQUIRED	= 57 SPACES (3 ACCESSIBLE + 1 VAN ACCESSIBLE) REQ.
STANDARD STALLS PROVIDED	= 56 STANDARD STALLS
GARAGES SPACES PROVIDED	= 9
ACCESSIBLE SPACES PROVIDED	= 5 FLEX USE + 2 WINWATER = 7 VAN ACCESSIBLE
TOTAL PROVIDED	= 65

REQUIRED BICYCLE PARKING

COMMERCIAL:
10% OF THE REQUIRED VEHICLE SPACES UP TO 200

BICYCLE SPACE REQ.	= 7
BICYCLE PARKING PROVIDED	= 7

ALL PROPOSED PARKING SHALL BE IN ACCORDANCE WITH THE CITY OF BLUE SPRINGS DIMENSIONAL STANDARDS.

PROPERTY DESCRIPTION:

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 49, RANGE 31, IN BLUE SPRINGS, MISSOURI, ACCORDING TO THE PLAT THEREOF.

NOTE:
ALL PROPOSED ON-SITE UTILITIES ARE PRIVATE

NORTH

0 30' 60'
SCALE: 1" = 30'

POWELL CWM
ARCHITECTURE/ENGINEERING/SURVEYING
3200 S. State Route 291 Bldg. 1, Independence, MO 64057
(816) 373-4800 | powellcwm.com

Certificates of Authority
Architecture: MO 310 / KS 73
Engineering: MO 4 / KS 241
Land Surveying: MO 123 / KS 36

PREPARED FOR:
EPIC CONCRETE CONSTRUCTION
12600 EAST 98th STREET
KANSAS CITY MO, 64138
816-861-3300

SITE CONSTRUCTION PLAN for BLUE SPRINGS WINWATER AND FLEX USE

A COMMERCIAL DEVELOPMENT IN
2601 NW JEFFERSON ST, BLUE SPRINGS
JACKSON COUNTY, MO 64015

WILLIAM R. BUCK, PE
EN-025272 (MISSOURI #)

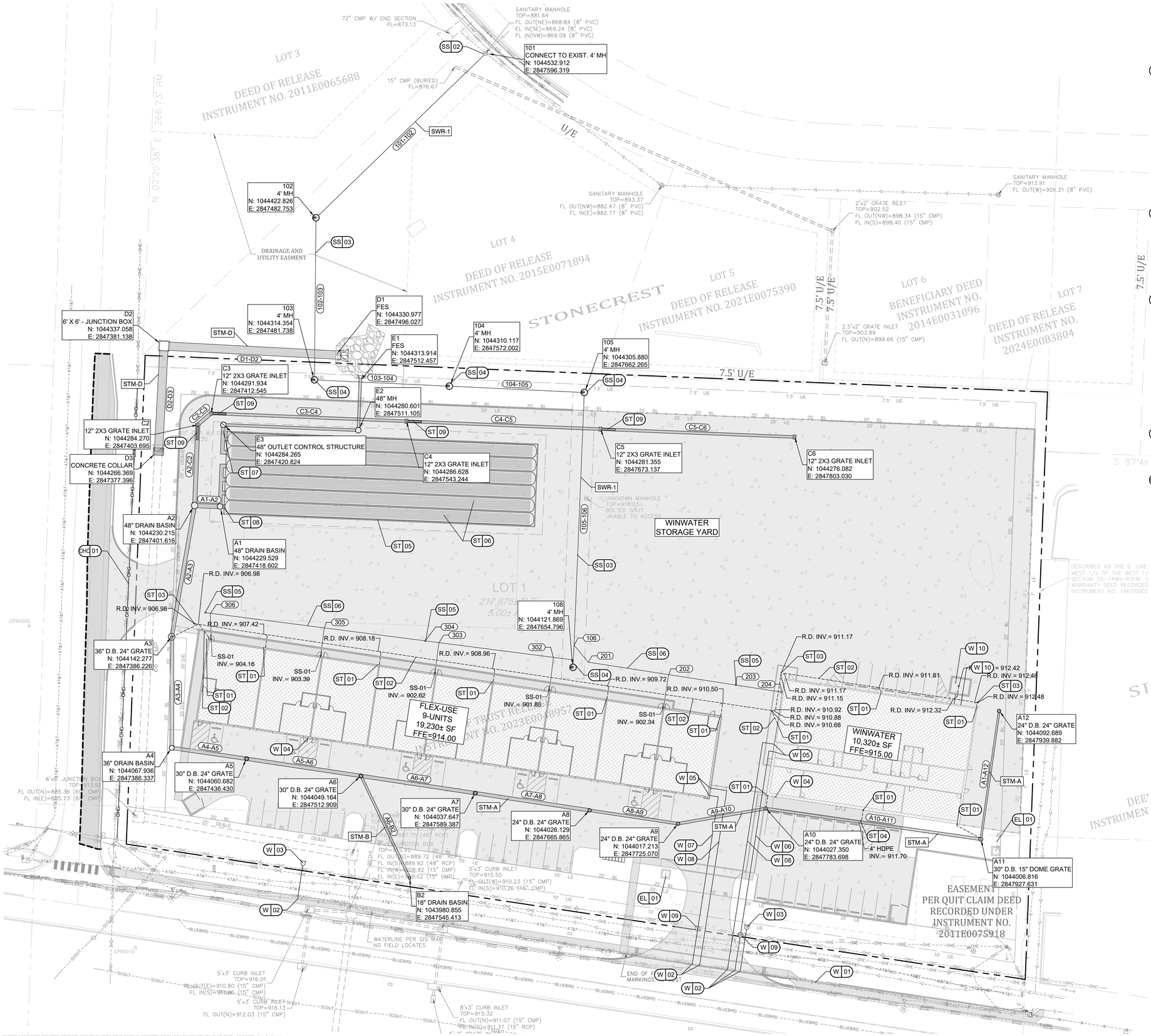
©2025 Powell CWM, Inc.
This drawing has been prepared by Powell CWM, Inc. This drawing is provided as an instrument of service by Powell CWM, Inc.and is intended for use on this project only. Pursuant to the Architectural Works. Copyright Protection Act of 1990, all drawings, specifications, ideas and designs, including the overall form, arrangement and composition of spaces and elements appearing herein constitute the original, copyrighted work of Powell CWM, Inc. Any reproduction, use, or disclosure of information contained herein without prior written consent of Powell CWM, Inc. is strictly prohibited.

REVISIONS NO.	DATE / DESCRIPTION
1	
2	
3	
4	
5	
6	

DRAWN BY:	AIA
CHECKED BY:	WRB
PROJECT #:	25-2328
ISSUE DATE:	6/24/2026
ISSUED FOR:	REVIEW

SITE PLAN

C-004



KEYNOTES

W - WATER SERVICE

01 EXISTING 8" WATER MAIN
02 CONNECTION TO EXISTING; SEE CONNECTION DETAIL
03 FIRE HYDRANT
04 FIRE DEPARTMENT CONNECTION (FDC)
05 CONNECTION TO BUILDING WATER SERVICE LINE; SEE MEP PLANS FOR CONTINUATION INTO BUILDING.
06 1" TYPE "K" COPPER WATER SERVICE TO BUILDING AT MINIMUM 42" COVER.
07 1-1/2" TYPE "K" COPPER WATER SERVICE TO BUILDING AT MINIMUM 42" COVER.
08 4" C900 FIRE SERVICELINE, INSTALLED WITH 42" MINIMUM COVER
09 1" AND 1-1/2" WATER SERVICE METER SET, CONTRACTOR FURNISHED, COORDINATE WITH CITY OF BLUE SPRINGS WATER DEPARTMENT.
10 FIRE HYDRANT TRAINING PIT
11 TRAINING PIT WATERLINE

SS - SANITARY SEWER

01 4" BUILDING SEWER SERVICE CONNECTION, INSTALL 4" SCH 40 OR SDR 26 PVC AND 4" CLEANOUT; RE: MEP FOR CONTINUATION
02 CONNECT TO EXISTING MANHOLE (FIELD VERIFY FLOW LINE)
03 8" SDR 35 PVC SEWER MAIN, RE: C-021
04 4-FT DIA MANHOLE; RE: C-031
05 6" SEWER CLEANOUT, TYP.
06 6" SDR 35 PVC SEWER SERVICE LINE, RE: C-023

ST - STORM SEWER

01 4"x4" DOWNSPOUT, INSTALL 4"x4"x4" PVC DOWNSPOUT ADAPTER, 4" SCH 40 PVC RISER AND 4" CLEANOUT
02 4" ROOF DRAIN @ 2.00% MIN
03 4" ROOF DRAIN CLEANOUT
04 4" EZ-TEE ROOF DRAIN LINE CONNECTION
05 UNDERGROUND DETENTION AND INFILTRATION (6 ROWS OF 51 HS290 PRINSCO CHAMBERS)
06 SEDIMENT ISOLATION ROW W/ INSPECTION PORT
07 24" INLET MANIFOLD WITH 24" STUB INTO END CAP AT HEADER CROWN
08 24" INLET MANIFOLD WITH 24" STUB IINVERT AT FLOWLINE FROM END CAP
09 NEENAH R-4996-C-A FORMING TRENCH PAN W/ 8" BOTTOM OUTLETS AT END CAP

EL - ELECTRICAL SERVICE

01 PROPOSED PRELIMINARY TRANSFORMER LOCATION; COORDINATE WITH EVERGY FOR FINAL LOCATION.

OHC - OVERHEAD COMMUNICATION SERVICE

01 EXISTING OVERHEAD COMMUNICATION LINE TO BE RAISED. CONTRACTOR SHALL COORDINATE WITH THE RESPONSIBLE UTILITY COMPANY FOR FINAL LOCATION.

POWELL CWM
ARCHITECTURE/ENGINEERING/SURVEYING
3200 S. State Route 291 Bldg. 1, Independence, MO 64057
(816) 373-4800 | powellcwm.com

Certificates of Authority
Architecture: MO 310 / KS 73
Engineering: MO 4 / KS 241
Land Surveying: MO 123 / KS 36

PREPARED FOR:
EPIC CONCRETE CONSTRUCTION
12600 EAST 98th STREET
KANSAS CITY MO, 64138
816-861-3300

SITE CONSTRUCTION PLAN for BLUE SPRINGS WINWATER AND FLEX USE

A COMMERCIAL DEVELOPMENT IN
2601 NW JEFFERSON ST, BLUE SPRINGS
JACKSON COUNTY, MO 64015

WILLIAM R. BUCK, PE
EN-025272 (MISSOURI #)

©2025 Powell CWM, Inc.
This drawing has been prepared by Powell CWM, Inc. This drawing is provided as an instrument of service by Powell CWM, Inc.and is intended for use on this project only. Pursuant to the Architectural Works Copyright Protection Act of 1990, all drawings, specifications, ideas and designs, including the overall form, arrangement and composition of spaces and elements appearing herein constitute the original, copyrighted work of Powell CWM, Inc. Any reproduction, use, or disclosure of information contained herein without prior written consent of Powell CWM, Inc. is strictly prohibited.

REVISIONS
NO. DATE / DESCRIPTION
1
2
3
4
5
6

DRAWN BY: AIA
CHECKED BY: WRB
PROJECT #: 25-2328
ISSUE DATE: 6/24/2026
ISSUED FOR:
REVIEW

UTILITY PLAN

C-016

NORTH

0 30' 60'
SCALE: 1" = 30'



LEGEND:

- FOUND MONUMENT, AS NOTED
- SET 1/2" REBAR WITH ID CAP "POWELL CWM MO-123 KS-36"
- PM — SET 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "POWELL CWM MO-123 KS-36"
- FND. — FOUND
- R — RECORD DIMENSION
- M — MEASURED DIMENSION
- RA — RADIUS
- L — CURVE LENGTH
- Δ — DELTA ANGLE
- R/W — RIGHT-OF-WAY
- ℄ — **CENTERLINE**
- B/L — BUILDING SETBACK LINE
- L/E — LANDSCAPE EASEMENT
- U/E — UTILITY EASEMENT
- SS/E — SANITARY SEWER EASEMENT
- D/E — DRAINAGE EASEMENT
- I.T.B. — INITIAL TANGENT BEARING
- 1400 — **STREET ADDRESS**
- ASPH. — ASPHALT
- CONC. — CONCRETE
- SWK — SIDEWALK
- CONTROL POINT
- BM — BENCHMARK
- BH — BORE HOLE
- TV — CABLE TV PEDESTAL
- TV — CABLE TV VAULT/MANHOLE
- C — COMMUNICATIONS MARKER POST
- C — COMMUNICATIONS PEDESTAL
- C — COMMUNICATIONS VAULT/MANHOLE
- FO — FIBER OPTICS MARKER POST
- FO — FIBER OPTICS PEDESTAL
- FO — FIBER OPTICS VAULT/MANHOLE
- T — TELEPHONE MARKER POST
- T — TELEPHONE PEDESTAL
- T — TELEPHONE VAULT/MANHOLE
- G — GAS MARKER POST
- G — GAS METER
- G — GAS VALVE
- E — ELECTRICAL TRANSFORMER
- E — ELECTRIC METER
- E — ELECTRICAL VAULT/MANHOLE
- PP — LIGHT POLE
- POWER POLE
- GUY ANCHOR
- PB — PIPE BOLLARD
- SIGN
- MAILBOX
- CO — SANITARY SEWER CLEANOUT
- MH — SANITARY SEWER MANHOLE
- D — STORM SEWER MANHOLE/JUNCTION BOX
- U — UNKNOWN UTILITY MANHOLE
- FH — FIRE HYDRANT
- W — WATERLINE MARKER POST
- W — WATER METER
- WATER VALVE
- YARD HYDRANT
- —OHE— EXISTING OVERHEAD ELECTRIC LINE
- —E— EXISTING UNDERGROUND ELECTRIC LINE
- EXISTING STORM SEWER LINE
- —UGC— EXISTING UNDERGROUND COMMUNICATION LINE
- —S— EXISTING SANITARY SEWER LINE
- —G— EXISTING GAS LINE
- —W— EXISTING WATER LINE
- 750 EXISTING CONTOUR
- —MCI— MCI COMMUNICATIONS LINE
- —AT&T— AT&T COMMUNICATIONS LINE
- —BSSD— BLUE SPRINGS SCHOOL DISTRICT COMMUNICATIONS LINE
- —COMCAST— COMCAST COMMUNICATIONS LINE
- —BLUEBIRD— BLUEBIRD FIBER OPTICS

POWELL CWM
ARCHITECTURE/ENGINEERING/SURVEYING
3200 S. State Route 291, Bldg. 1, Independence, MO 64057
(816) 373-4800 | powellcwm.com

Certificates of Authority
Architecture: MO 310 / KS 73
Engineering: MO 4 / KS 241
Land Surveying: MO 123 / KS 36

PREPARED FOR:
EPIC CONCRETE CONSTRUCTION
12600 EAST 98th STREET
KANSAS CITY MO, 64138
816-861-3300

GENERAL DEVELOPMENT PLAN for BLUE SPRING WINWATER & FLEX USE

A COMMERCIAL DEVELOPMENT IN
2601 NW JEFFERSON ST, BLUE SPRINGS
JACKSON COUNTY, MO 64015

JADRIENNE S. RODELL-TIPTON, PE
PE-2021032725 (MISSOURI #)

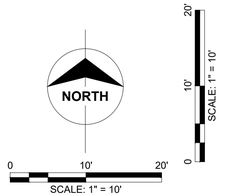
© 2025 Powell CWM, Inc.
This drawing has been prepared by Powell CWM, Inc. This drawing is provided as an instrument of service by Powell CWM, Inc.and is intended for use on this project only. Pursuant to the Architectural Works Copyright Protection Act of 1990, all drawings, specifications, ideas and designs, including the overall form, arrangement and composition of spaces and elements appearing herein constitute the original, copyrighted work of Powell CWM, Inc. Any reproduction, use, or disclosure of information contained herein without prior written consent of Powell CWM, Inc. is strictly prohibited.

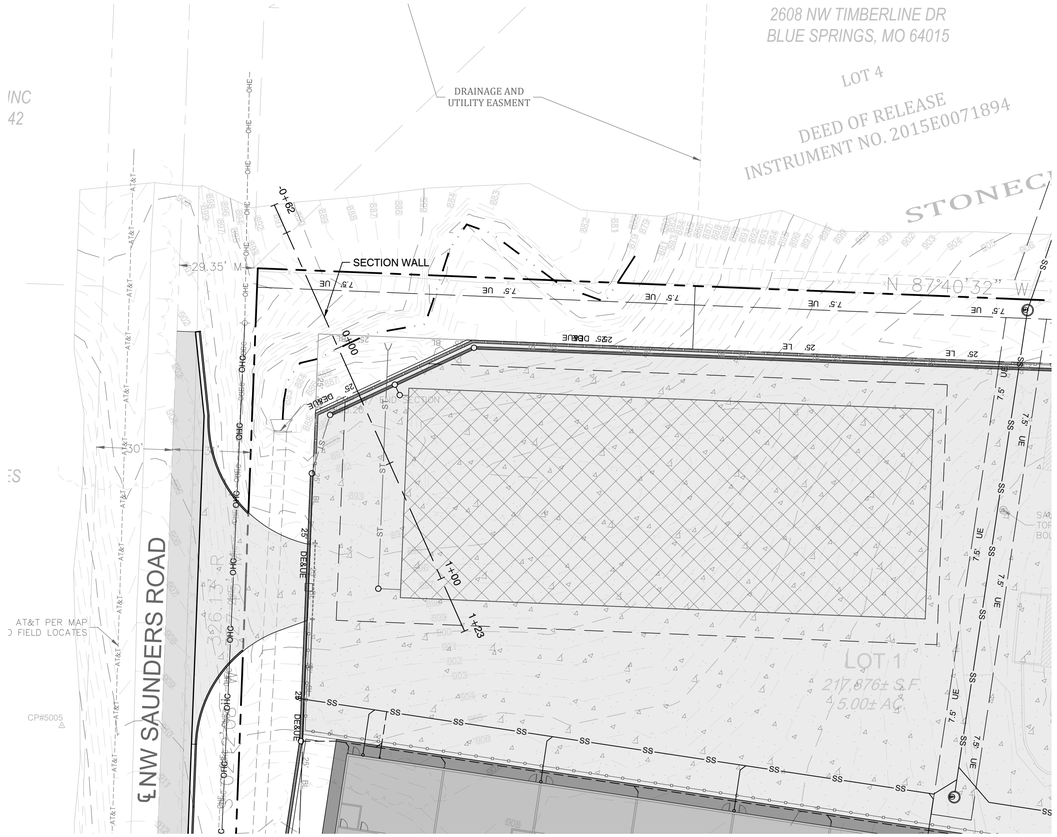
REVISIONS
NO. DATE / DESCRIPTION
1 2 3 4 5 6

DRAWN BY: JDS
CHECKED BY: JSRT
PROJECT #: 25-2328
ISSUE DATE: 4/17/2026
ISSUED FOR:
REVIEW

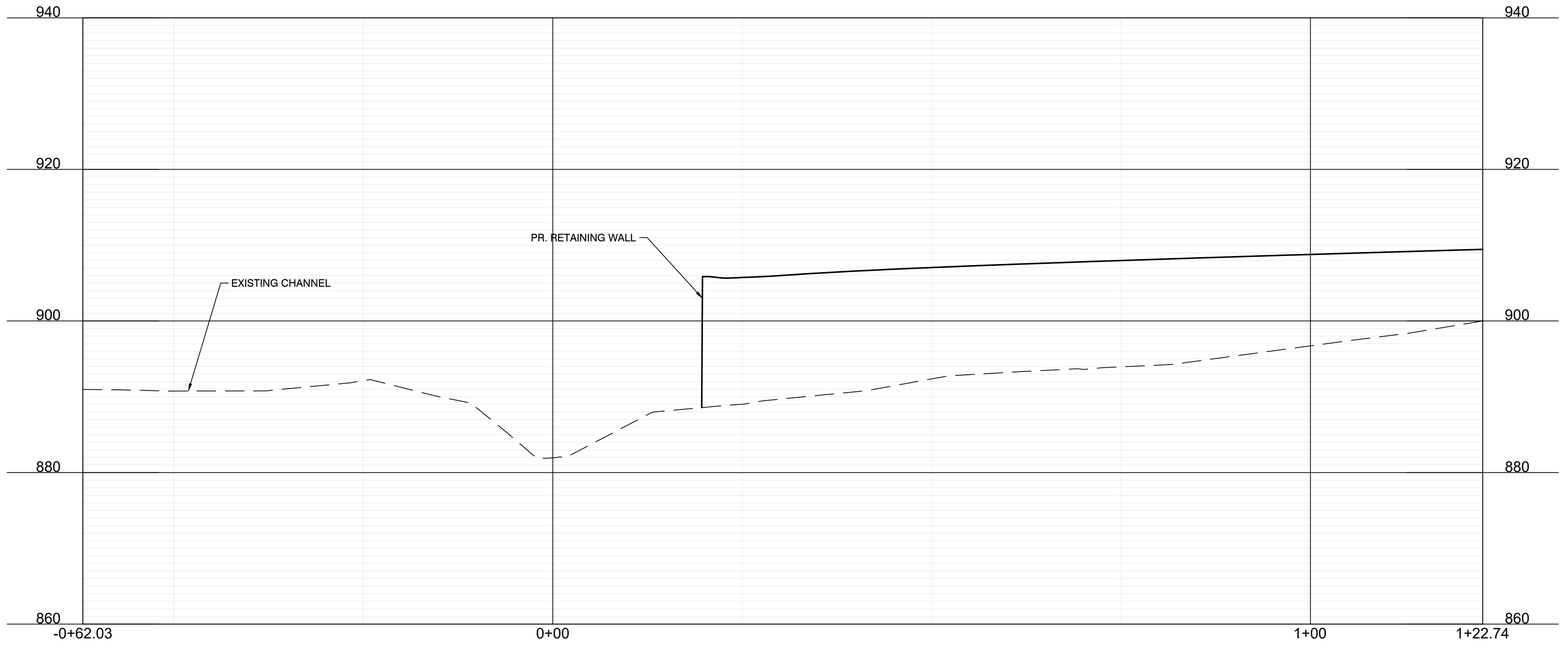
EXISTING CONDITIONS PLAN

C002





SECTION - WALL - NW (-0+62.03 - 1+22.74)



POWELL CWM
ARCHITECTURE/ENGINEERING/SURVEYING
3200 S. State Route 291, Bldg. 1, Independence, MO 64057
(816) 373-4800 | powellcwm.com

Certificates of Authority
Architecture: MO 310 / KS 73
Engineering: MO 4 / KS 241
Land Surveying: MO 123 / KS 36

PREPARED FOR:
EPIC CONCRETE CONSTRUCTION
12600 EAST 98th STREET
KANSAS CITY MO, 64138
816-861-3300

GENERAL DEVELOPMENT PLAN for BLUE SPRING WINWATER & FLEX USE

A COMMERCIAL DEVELOPMENT IN
2601 NW JEFFERSON ST, BLUE SPRINGS
JACKSON COUNTY, MO 64015

JADRIENNE S. RODELL-TIPTON, PE
PE-2021032725 (MISSOURI #)

© 2025 Powell CWM, Inc.
This drawing has been prepared by Powell CWM, Inc. This drawing is provided as an instrument of service by Powell CWM, Inc.and is intended for use on this project only. Pursuant to the Architectural Works Copyright Protection Act of 1990, all drawings, specifications, ideas and designs, including the overall form, arrangement and composition of spaces and elements appearing herein constitute the original, copyrighted work of Powell CWM, Inc. Any reproduction, use, or disclosure of information contained herein without prior written consent of Powell CWM, Inc. is strictly prohibited.

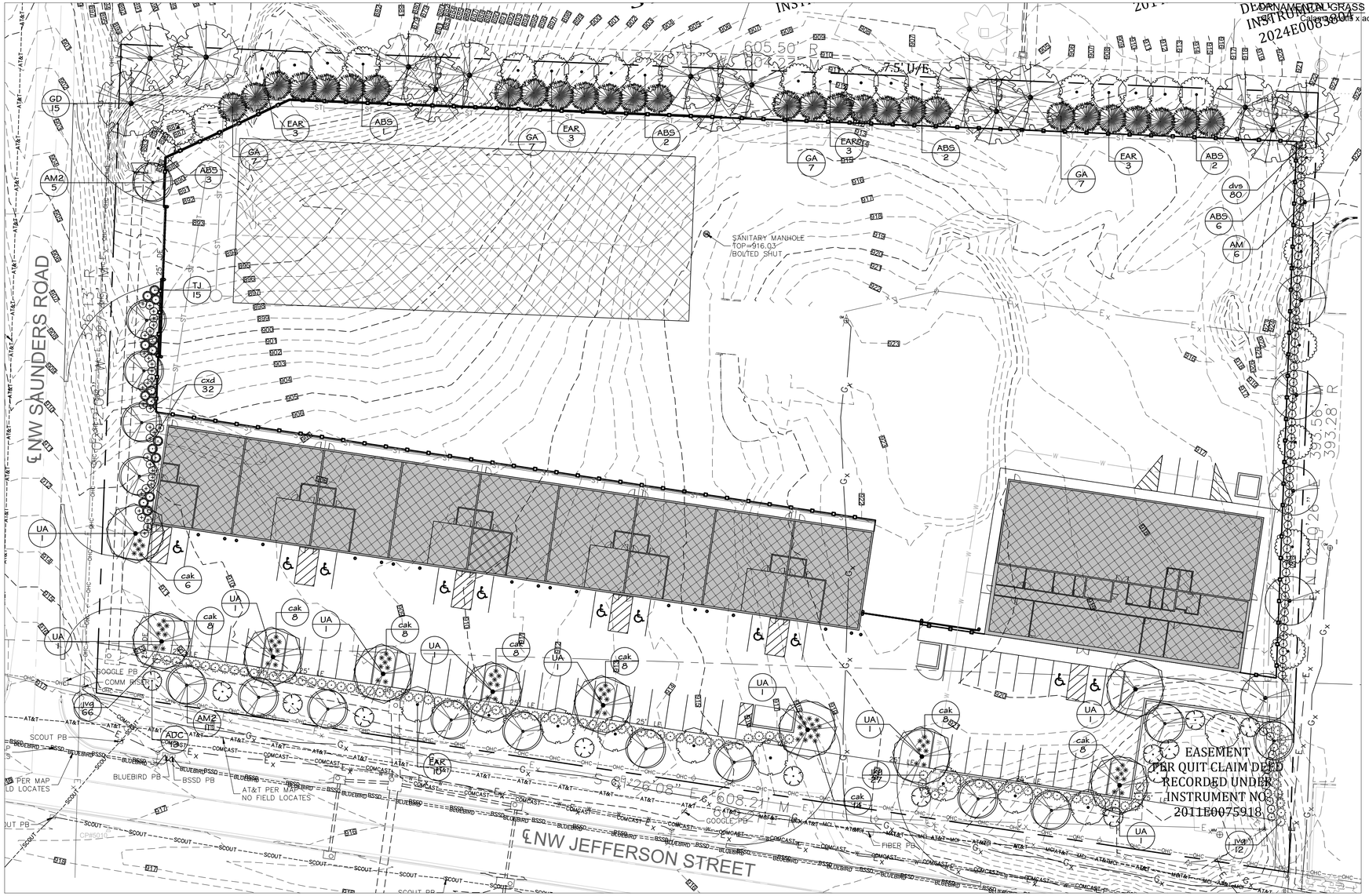
REVISIONS NO.	DATE / DESCRIPTION
1	
2	
3	
4	
5	
6	

DRAWN BY:	JDS
CHECKED BY:	JSRT
PROJECT #:	25-2328
ISSUE DATE:	4/17/2026
ISSUED FOR:	REVIEW

WALL SECTION

C-003

LANDSCAPE CALCULATIONS - CITY OF BLUE SPRINGS, MO		SHADE TREES (8)		ORN. TREES (5)		EVRGRN. TREES (5)		SHRUBS (1)		PERENNIALS/GRASSES (1)		TOTALS	
		PROPOSED	PU	PROPOSED	PU	PROPOSED	PU	PROPOSED	PU	PROPOSED	PU	REQ'D	PROP
STREET TREES												TREES	TREES
WEST (NW SAUNDERS RD)	326.13 LF / 75	5										5	5
SOUTH (JEFFERSON)	608.21 LF / 75	9										9	9
LANDSCAPE BUFFER PLANTINGS												PU'S	PU'S
WEST (SAUNDERS) BUFFER A	326.13 LF = 147 PU'S @ 7' WIDE	5	40	10		15	75	32	32			147	147
SOUTH (JEFFERSON) BUFFER C3	608.21 LF = 365 PU'S @ 25' WIDE	17	136	23	115			90	90	24	24	365	365
EAST (LSP) BUFFER A	393.56 LF = 178 PU'S @ 7' WIDE	7	56	6	30			92	92			178	178
NORTH (RES.) BUFFER C3	604.27 LF = 363 PU'S @ 25' WIDE	14	112	22	110	28	140					363	362
PARKING SPACES												PU'S	PU'S
70 SPACES	70 SPACES X 2 PU	9	72							68	68	140	140



1 LANDSCAPE PLAN
1" = 30'

0 30' 60'
SCALE: 1" = 30'

NORTH

PLANT SCHEDULE

CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	QTY
ORNAMENTAL TREE					
ABS	Amelanchier canadensis `Autumn Brilliance`	Autumn Brilliance Serviceberry	1.5" Cal.	B&B / Cont.	16
EAR	Cercis canadensis	Eastern Redbud	1.5" Cal.	B&B / Cont.	22
ADC	Malus x `Adirondack`	Adirondack Crabapple	1.5" Cal.	B&B / Cont.	13
SHADE TREE					
AM	Acer miyabei `State Street`	State Street Maple	2" Cal.	B&B	6
AM2	Acer x freemanii `Armstrong`	Armstrong Maple	2" Cal.	B&B	16
GD	Gymnocladus dioica `Espresso`	Espresso Coffeetree	2" Cal.	B&B	15
UA	Ulmus americana `Jefferson`	Jefferson American Elm	2" Cal.	B&B	10
EVERGREEN TREES					
TJ	Juniperus virginiana `Taylor`	Taylor Juniper	6` Ht.	B&B / Cont.	15
GA	Thuja plicata `Green Giant`	Green Giant Arborvitae	6` Ht.	B&B / Cont.	28
SHRUBS					
cxd	Chaenomeles x `Double Take` TM	Double Take Quince	5 gal.		32
dvs	Diervilla rivularis `SMNDRSF`	Kodiak Black Bush-Honeysuckle	5 gal.		80
jvg	Juniperus virginiana `Grey Owl`	Grey Owl Juniper	5 gal.		105
ORNAMENTAL GRASS					
cak	Calamagrostis x acutiflora `Karl Foerster`	Feather Reed Grass	1 gal.		76

LANDSCAPE PLAN NOTES:

1. Existing underground (u/g), overhead (o.h.) utilities and drainage structures have been plotted from available information and therefore, their locations must be considered approximate only. It is the responsibility of the individual contractors to verify existence and location of all utilities before starting any work.
2. Prior to commencement of work, the contractor shall give 48 hours advance notice to all those companies/utilities which have facilities in the near vicinity of the construction to be performed.
3. Contractor shall verify all landscape material quantities and shall report any discrepancies immediately to the Landscape Architect.
4. Contractor shall stake plant locations in the field and have approval by Owner's Representative before proceeding with installation.
5. No substitutions for variety or cultivar shall be accepted without first obtaining written approval from the Landscape Architect.
6. All plant material shall be of excellent quality, free of disease and infestation, and true to type, variety, size specified, and form per American Nursery Association Standards. All trees and shrubs shall be laid out in a uniform and consistent pattern, following the landscape plan accurately.
7. All shrub beds in lawn areas shall be edged as shown in the planting details.
8. All planting beds shall receive 3" minimum of Missouri Rainbow River Rock 2" mulch as detailed, unless otherwise noted. Rock mulch shall be placed on top of woven weed fabric (DeWit Pro5, or approved equal), fastened into place with sod staples at manufacturer's recommended spacing.
9. Trees planted in turf areas shall have a 3" ring of double-ground hardwood mulch, formed into a saucer in a minimum ring twice the diameter of the rootball from the trunk. Elevation of top of mulch shall be 1/2" below any adjacent pavement.
10. Contractor shall thoroughly water in each plant immediately following installation to reduce air pockets in backfill.
11. Contractor shall be responsible for calculating all areas of mulch, sod and seed and the amounts of each needed for specified depth or coverage.
12. Contractor shall spread two inches of cotton burr compost material over entire landscape bed areas and till into existing topsoil to a depth of at least 6" prior to planting.
13. Contractor shall install Turf-type tall fescue sod consisting of 90% fescue blend and 10% bluegrass in all areas disturbed during construction not otherwise designated as another material.
14. Proposed trees shall not be placed over existing or proposed utility service lines. It is the contractor's responsibility to understand utility locations and have them marked during tree planting operations. If utility is damaged during planting, contractor is responsible for notifying the general contractor and owner of utility and paying for repair of the damaged utility.
15. Trees and shrubs located adjacent to parking stalls must be set back a minimum of 4 feet from back of curb to center of the plant to allow for vehicle overhang.
16. Landscaping adjacent to the fire department connection shall allow for unobstructed access to the connection, with no shrubs/trees within a 3-foot radius of the connection.
17. IRRIGATION: Contractor shall install a complete automated irrigation system per sheet LI-101.
18. Detention basin shall be seeded with Switchgrass (Panicum virgatum) at a rate of 10 lbs. per 1,000 SF.
19. All ground or wall mounted equipment shall be fully screened from adjacent property lines and street view with plantings. Contractor shall adjust plantings to accomplish screening to satisfy city requirement. Plantings shown on this plan anticipate the screening condition, but contractor shall adjust for actual site conditions.

Chad D. Weinand, PLA, ASLA
Landscape Architecture
15173 W. 157th Terrace, Olathe, Kansas 66062
913.484.3738 - cweinand74@gmail.com

Copyright 2026

POWELL CWM
ARCHITECTURE/ENGINEERING/SURVEYING
3200 S. State Route 291, Bldg. 1, Independence, MO 64057
(816) 373-4800 | powellcwm.com

Certificates of Authority
Architecture: MO 310 / KS 73
Engineering: MO 4 / KS 241
Land Surveying: MO 123 / KS 36

PREPARED FOR:
EPIC CONCRETE CONSTRUCTION
12600 EAST 98th STREET
KANSAS CITY MO, 64138
816-861-3300

GENERAL DEVELOPMENT PLAN for
BLUE SPRING WINWATER
& FLEX USE
A COMMERCIAL DEVELOPMENT IN
2601 NW JEFFERSON ST, BLUE SPRINGS
JACKSON COUNTY, MO 64015

STATE OF MISSOURI
CHAD DANIEL WEINAND
NUMBER
PLA-2013000705
LANDSCAPE ARCHITECT
NOT FOR CONSTRUCTION

CHAD D. WEINAND, PLA
PLA-2013000705 (MISSOURI #)

©2025 Powell CWM, Inc.
This drawing has been prepared by Powell CWM, Inc. This drawing is provided as an instrument of service by Powell CWM, Inc.and is intended for use on this project only. Pursuant to the Architectural Works. Copyright Protection Act of 1990, all drawings, specifications, ideas and designs, including the overall form, arrangement and composition of spaces and elements appearing herein constitute the original, copyrighted work of Powell CWM, Inc. Any reproduction, use, or disclosure of information contained herein without prior written consent of Powell CWM, Inc. is strictly prohibited.

REVISIONS NO.	DATE / DESCRIPTION
1	
2	
3	
4	
5	
6	

DRAWN BY:	CDW
CHECKED BY:	CDW
PROJECT #:	25-2328
ISSUE DATE:	3/27/26
ISSUED FOR:	REVIEW

LANDSCAPE PLAN

L-100

PROPOSED LANDSCAPING

ILLUSTRATIVE COLOR LANDSCAPE



RETAINING WALL

PROPOSED MATERIAL



PROPOSED WALL TYPE



POWELL CWM
ARCHITECTURE/ENGINEERING/SURVEYING
3200 S. State Route 291 - Bldg. 1, Independence, MO 64057
(816) 373-4800 | powellcwm.com

Certificates of Authority
Architecture: MO 310 / KS 73
Engineering: MO 4 / KS 241
Land Surveying: MO 123 / KS 36

CLIENT

EPIC CONCRETE CONSTRUCTION

WINWATER BLUE SPRINGS

2601 NW JEFFERSON ST.
BLUE SPRINGS, MO 64015

NOT FOR CONSTRUCTION

##/##/26

© 2026 Powell CWM, Inc.This drawing has been prepared by Powell CWM, Inc. This drawing is provided as an instrument of service by Powell CWM, Inc. and is intended for use on this projectonly. Pursuant to the Architectural Works.Copyright Protection Act of 1990, all drawings,specifications, ideas and designs, including the overall form, arrangement and composition of spaces and elements appearing herein constitute the original, copyrighted work of Powell CWM, Inc. Any reproduction, use, or disclosure ofinformation contained herein without prior written consent of Powell CWM, Inc. is strictly prohibited.

REVISIONS

NO.	DATE	DESCRIPTION

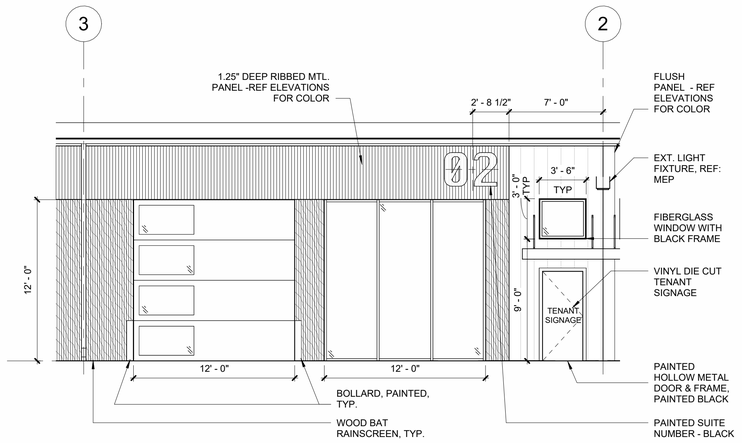
DRAWN BY: ESF
CHECKED BY: NKB
PROJECT #: 25-2328
ISSUE DATE: 04-11-2026
ISSUED FOR:
PLAN REVIEW

COLOR SCREENING AND LANDSCAPE PLAN

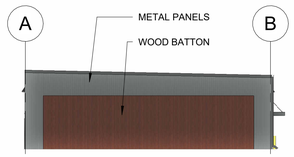
AS-001



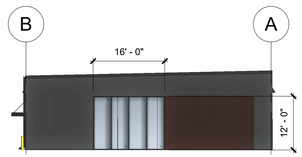




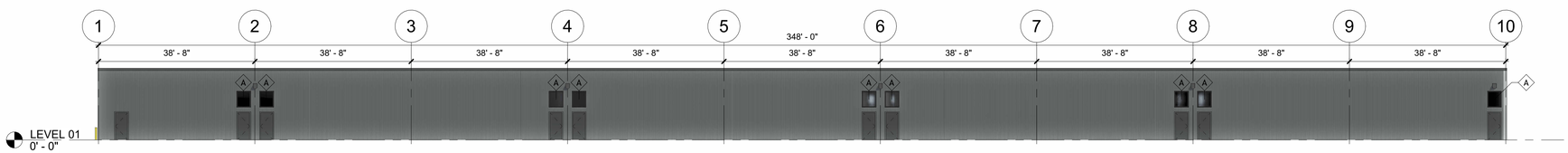
5 FRONT ELEVATION - ENLARGED
SCALE: 3/16" = 1'-0"



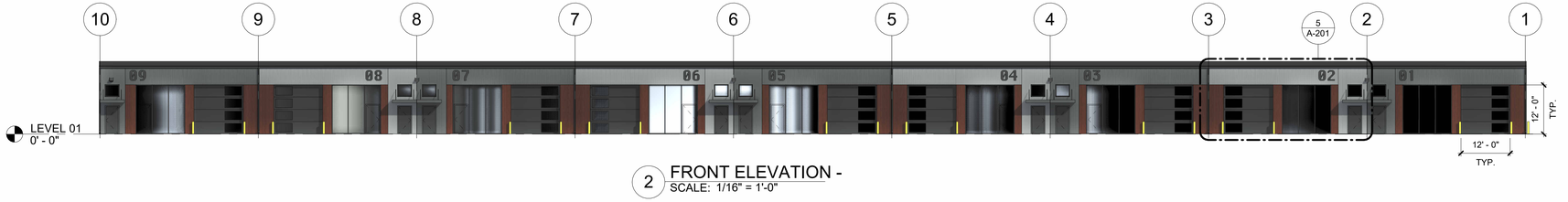
3 SIDE A ELEVATION -
SCALE: 1/16" = 1'-0"



4 SIDE B ELEVATION -
SCALE: 1/16" = 1'-0"



1 BACK ELEVATION -
SCALE: 1/16" = 1'-0"



2 FRONT ELEVATION -
SCALE: 1/16" = 1'-0"

POWELL CWM
ARCHITECTURE/ENGINEERING/SURVEYING
3200 S. State Route 291 - Bldg. 1, Independence, MO 64057
(816) 373-4800 | powellcwm.com

Certificates of Authority
Architecture: MO 310 / KS 73
Engineering: MO 4 / KS 241
Land Surveying: MO 123 / KS 36

CLIENT

EPIC CONCRETE CONSTRUCTION

WINWATER FLEX SPACES

2601 NW JEFFERSON STREET, BLUE SPRINGS, MO 64015

NOT FOR CONSTRUCTION

07/17/25

© 2025 Powell CWM, Inc.This drawing has been prepared by Powell CWM, Inc. This drawing is provided as an instrument of service by Powell CWM, Inc. and is intended for use on this projectonly. Pursuant to the Architectural Works.Copyright Protection Act of 1990, all drawings,specifications, ideas and designs, including the overall form, arrangement and composition of spaces and elements appearing herein constitute the original, copyrighted work of Powell CWM, Inc. Any reproduction, use, or disclosure ofinformation contained herein without prior written consent of Powell CWM, Inc. is strictly prohibited.

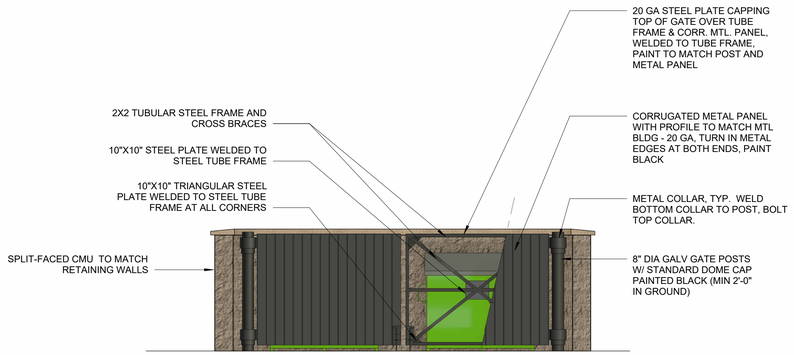
REVISIONS

NO.	DESCRIPTION	DATE

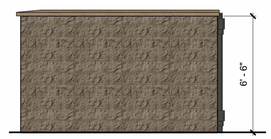
DRAWN BY: EF
CHECKED BY: NB
PROJECT #: 25-2328
ISSUE DATE: 03/20/2026
ISSUED FOR:
OWNER REVIEW

ELEVATIONS - DARK

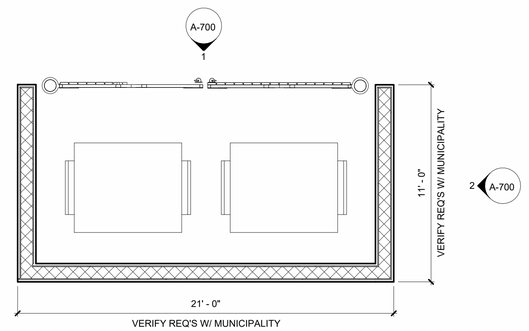
A-201



1 TRASH ENCLOSURE ELEV A
SCALE: 1/4" = 1'-0"



2 TRASH ENCLOSURE ELEV B
SCALE: 1/4" = 1'-0"



3 TRASH ENCLOSURE PLAN
SCALE: 1/4" = 1'-0"

POWELL CWM
ARCHITECTURE/ENGINEERING/SURVEYING
3200 S. State Route 291 - Bldg. 1, Independence, MO 64057
(816) 373-4800 | powellcwm.com

Certificates of Authority
Architecture: MO 310 / KS 73
Engineering: MO 4 / KS 241
Land Surveying: MO 123 / KS 36

CLIENT

EPIC CONCRETE CONSTRUCTION

WINWATER FLEX SPACES

2601 NW JEFFERSON STREET, BLUE SPRINGS, MO 64015

NOT FOR CONSTRUCTION

07/17/25

© 2025 Powell CWM, Inc.This drawing has been prepared by Powell CWM, Inc. This drawing is provided as an instrument of service by Powell CWM, Inc. and is intended for use on this projectonly. Pursuant to the Architectural Works.Copyright Protection Act of 1990, all drawings,specifications, ideas and designs, including the overall form, arrangement and composition of spaces and elements appearing herein constitute the original, copyrighted work of Powell CWM, Inc. Any reproduction, use, or disclosure ofinformation contained herein without prior written consent of Powell CWM, Inc. is strictly prohibited.

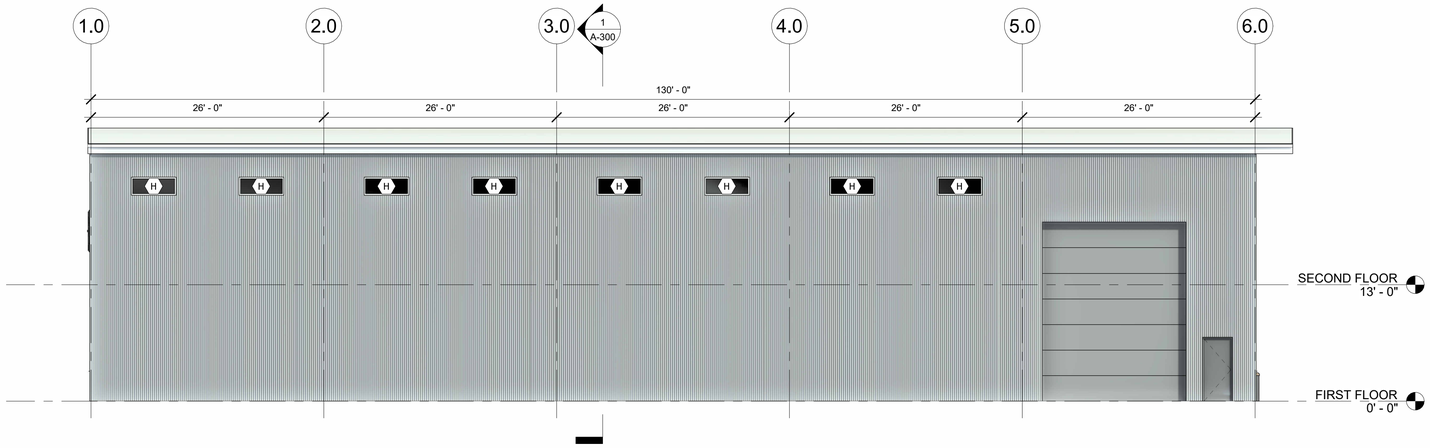
REVISIONS

NO.	DESCRIPTION	DATE

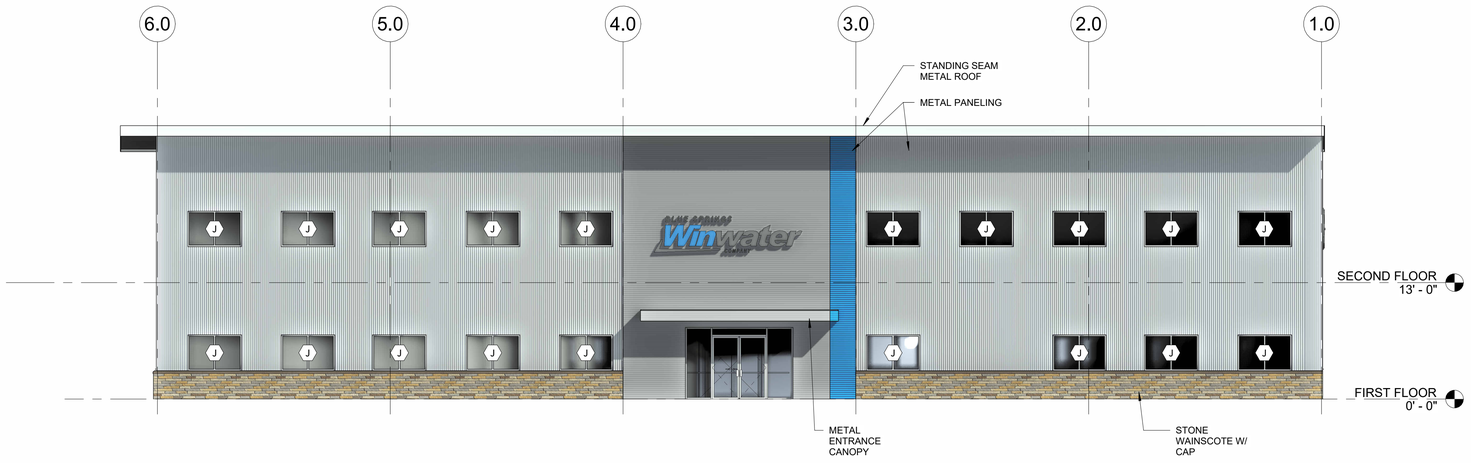
DRAWN BY: Author
CHECKED BY: Checker
PROJECT #: 25-2328
ISSUE DATE: 03/20/2026
ISSUED FOR:
OWNER REVIEW

TRASH ENCLOSURE

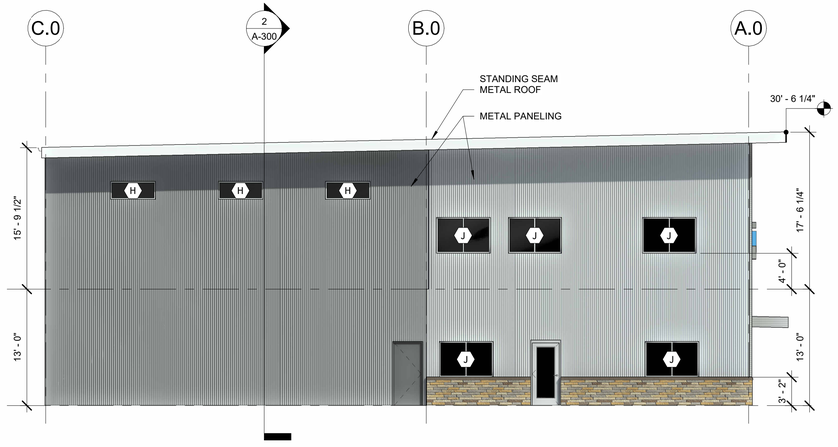
A-700



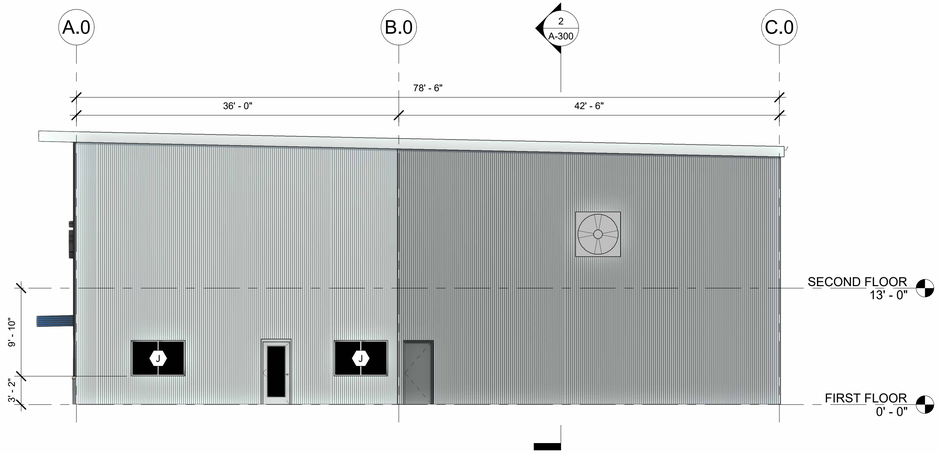
1 EXTERIOR ELEVATION - NORTH
SCALE: 1/8" = 1'-0"



2 EXTERIOR ELEVATION - SOUTH
SCALE: 1/8" = 1'-0"



4 EXTERIOR ELEVATION - WEST
SCALE: 1/8" = 1'-0"

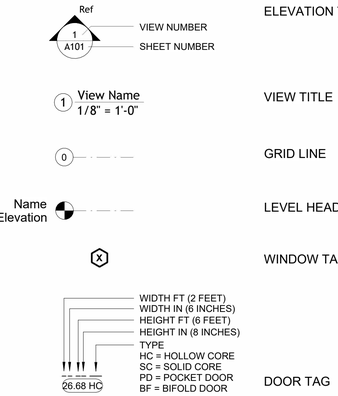


3 EXTERIOR ELEVATION - EAST
SCALE: 1/8" = 1'-0"

EXTERIOR ELEVATION GENERAL NOTES

1. ALL ROOF CONSTRUCTION SHOULD FOLLOW ALL LOCAL CODES, INCLUDING INTERNATIONAL RESIDENTIAL CODE AND THE ASPHALT ROOFING MANUFACTURERS ASSOCIATION'S DESIGN AND APPLICATION METHODS RESIDENTIAL MANUAL.
2. BUILDING ENCLOSURE INCLUDING STRUCTURAL FRAME, EXTERIOR WALLS, ROOF, INSULATION, GUTTERS, DOWNSPOUTS, WALL/ROOF TRIM, AND FLASHING ARE BY PRE-ENGINEERED BUILDING MANUFACTURER. ARCHITECTURAL FLOOR PLANS AND ELEVATIONS ARE FOR DESIGN INTENT ONLY.

SYMBOL LEGEND



STONE WAINSCOT

PROPOSED STONE VENEER MATERIAL:



STONES DIRECT - WASHINGTON VENEER - MOCHA

POWELL CWM
ARCHITECTURE/ENGINEERING/SURVEYING
3200 S. State Route 291 - Bldg. 1, Independence, MO 64057
(816) 373-4800 | powellcwm.com

Certificates of Authority
Architecture: MO 310 / KS 73
Engineering: MO 4 / KS 241
Land Surveying: MO 123 / KS 36

CLIENT

EPIC CONCRETE CONSTRUCTION

WINWATER BLUE SPRINGS

2601 NW JEFFERSON ST.
BLUE SPRINGS, MO 64015

NOT FOR CONSTRUCTION

##/##/26

© 2026 Powell CWM, Inc.This drawing has been prepared by Powell CWM, Inc. This drawing is provided as an instrument of service by Powell CWM, Inc. and is intended for use on this projectonly. Pursuant to the Architectural Works.Copyright Protection Act of 1990, all drawings,specifications, ideas and designs, including the overall form, arrangement and composition of spaces and elements appearing herein constitute the original, copyrighted work of Powell CWM, Inc. Any reproduction, use, or disclosure ofinformation contained herein without prior written consent of Powell CWM, Inc. is strictly prohibited.

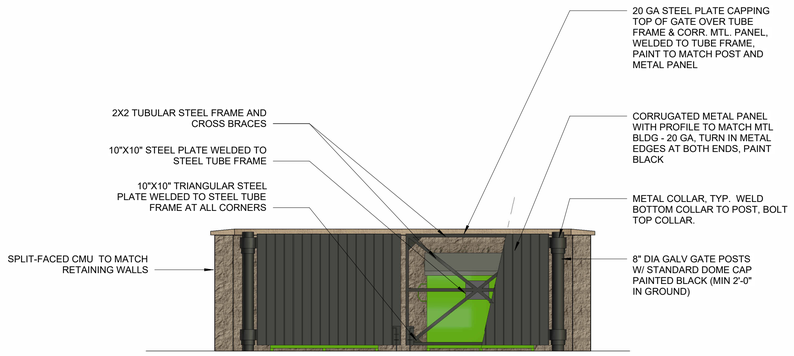
REVISIONS

NO.	DESCRIPTION	DATE

DRAWN BY: EF
CHECKED BY: NB
PROJECT #: 25-2328
ISSUE DATE: 04-11-2026
ISSUED FOR:
PLAN REVIEW

ELEVATIONS

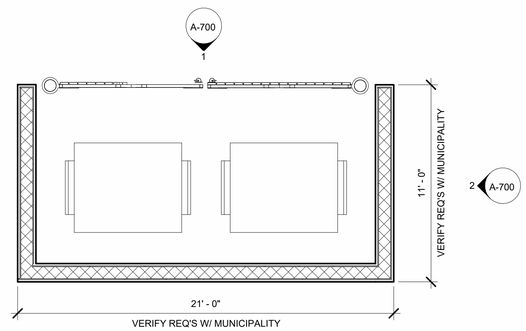
A-200



1 TRASH ENCLOSURE ELEV A
SCALE: 1/4" = 1'-0"



2 TRASH ENCLOSURE ELEV B
SCALE: 1/4" = 1'-0"



3 TRASH ENCLOSURE PLAN
SCALE: 1/4" = 1'-0"

POWELL CWM
ARCHITECTURE/ENGINEERING/SURVEYING
3200 S. State Route 291 - Bldg. 1, Independence, MO 64057
(816) 373-4800 | powellcwm.com

Certificates of Authority
Architecture: MO 310 / KS 73
Engineering: MO 4 / KS 241
Land Surveying: MO 123 / KS 36

CLIENT

EPIC CONCRETE CONSTRUCTION

WINWATER FLEX SPACES

2601 NW JEFFERSON STREET, BLUE SPRINGS, MO 64015

NOT FOR CONSTRUCTION

07/17/25

© 2025 Powell CWM, Inc.This drawing has been prepared by Powell CWM, Inc. This drawing is provided as an instrument of service by Powell CWM, Inc. and is intended for use on this projectonly. Pursuant to the Architectural Works.Copyright Protection Act of 1990, all drawings,specifications, ideas and designs, including the overall form, arrangement and composition of spaces and elements appearing herein constitute the original, copyrighted work of Powell CWM, Inc. Any reproduction, use, or disclosure ofinformation contained herein without prior written consent of Powell CWM, Inc. is strictly prohibited.

REVISIONS

NO.	DESCRIPTION	DATE

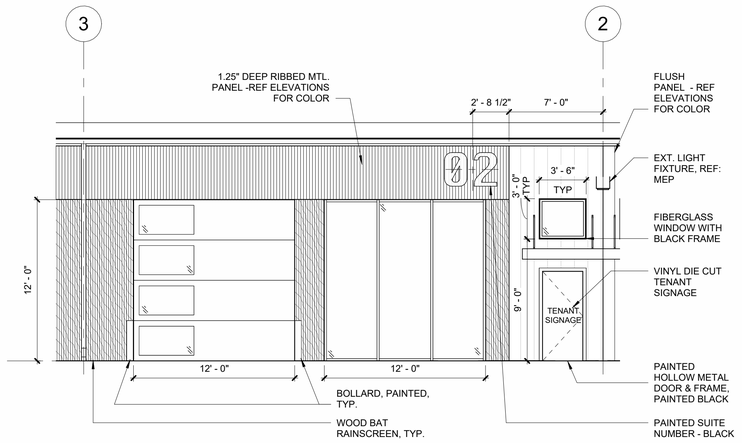
DRAWN BY: Author
CHECKED BY: Checker
PROJECT #: 25-2328
ISSUE DATE: 03/20/2026
ISSUED FOR:
OWNER REVIEW

TRASH ENCLOSURE

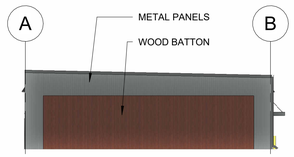
A-200



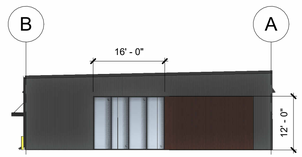




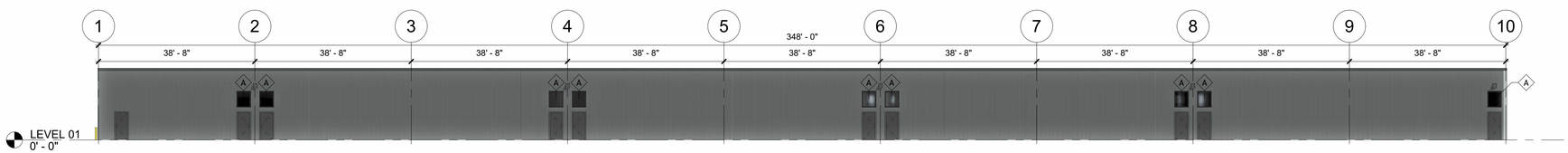
5 FRONT ELEVATION - ENLARGED
SCALE: 3/16" = 1'-0"



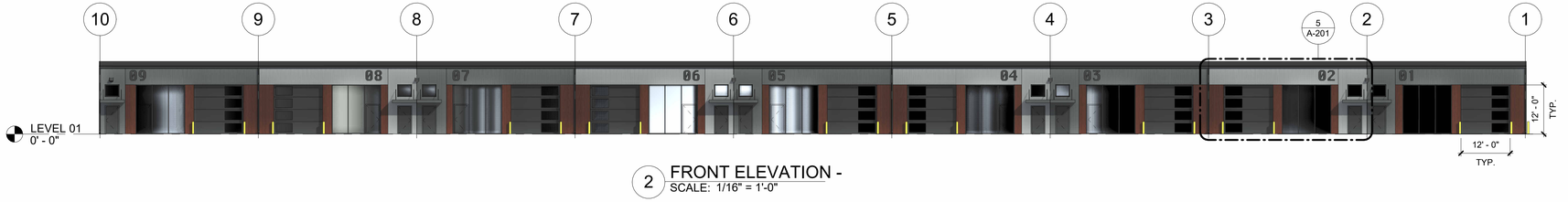
3 SIDE A ELEVATION -
SCALE: 1/16" = 1'-0"



4 SIDE B ELEVATION -
SCALE: 1/16" = 1'-0"



1 BACK ELEVATION -
SCALE: 1/16" = 1'-0"



2 FRONT ELEVATION -
SCALE: 1/16" = 1'-0"

POWELL CWM
ARCHITECTURE/ENGINEERING/SURVEYING
3200 S. State Route 291 - Bldg. 1, Independence, MO 64057
(816) 373-4800 | powellcwm.com

Certificates of Authority
Architecture: MO 310 / KS 73
Engineering: MO 4 / KS 241
Land Surveying: MO 123 / KS 36

CLIENT

EPIC CONCRETE CONSTRUCTION

WINWATER FLEX SPACES

2601 NW JEFFERSON STREET, BLUE SPRINGS, MO 64015

NOT FOR CONSTRUCTION

07/17/25

© 2025 Powell CWM, Inc.This drawing has been prepared by Powell CWM, Inc. This drawing is provided as an instrument of service by Powell CWM, Inc. and is intended for use on this projectonly. Pursuant to the Architectural Works.Copyright Protection Act of 1990, all drawings,specifications, ideas and designs, including the overall form, arrangement and composition of spaces and elements appearing herein constitute the original, copyrighted work of Powell CWM, Inc. Any reproduction, use, or disclosure ofinformation contained herein without prior written consent of Powell CWM, Inc. is strictly prohibited.

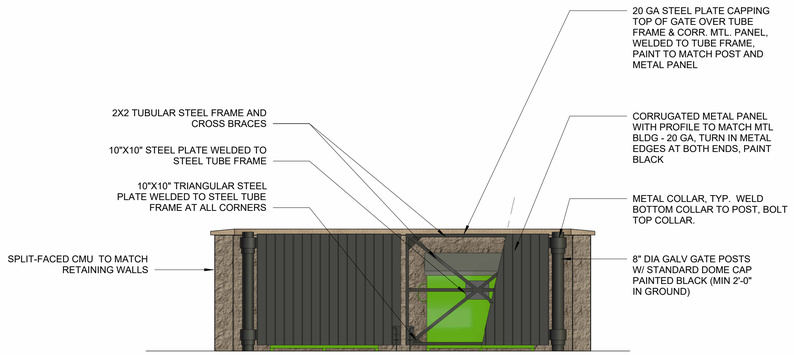
REVISIONS

NO.	DESCRIPTION	DATE

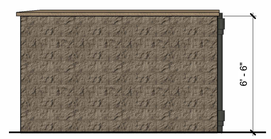
DRAWN BY: EF
CHECKED BY: NB
PROJECT #: 25-2328
ISSUE DATE: 03/20/2026
ISSUED FOR:
OWNER REVIEW

ELEVATIONS - DARK

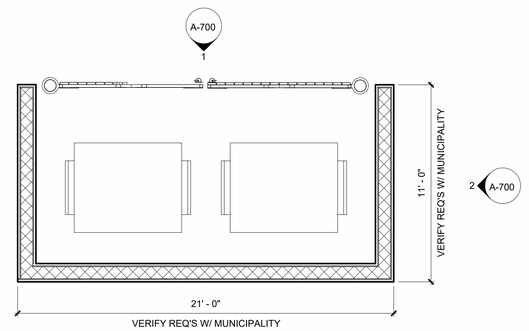
A-201



1 TRASH ENCLOSURE ELEV A
SCALE: 1/4" = 1'-0"



2 TRASH ENCLOSURE ELEV B
SCALE: 1/4" = 1'-0"



3 TRASH ENCLOSURE PLAN
SCALE: 1/4" = 1'-0"

POWELL CWM
ARCHITECTURE/ENGINEERING/SURVEYING
3200 S. State Route 291 - Bldg. 1, Independence, MO 64057
(816) 373-4800 | powellcwm.com

Certificates of Authority
Architecture: MO 310 / KS 73
Engineering: MO 4 / KS 241
Land Surveying: MO 123 / KS 36

CLIENT

EPIC CONCRETE CONSTRUCTION

WINWATER FLEX SPACES

2601 NW JEFFERSON STREET, BLUE SPRINGS, MO 64015

NOT FOR CONSTRUCTION

07/17/25

© 2025 Powell CWM, Inc.This drawing has been prepared by Powell CWM, Inc. This drawing is provided as an instrument of service by Powell CWM, Inc. and is intended for use on this projectonly. Pursuant to the Architectural Works.Copyright Protection Act of 1990, all drawings,specifications, ideas and designs, including the overall form, arrangement and composition of spaces and elements appearing herein constitute the original, copyrighted work of Powell CWM, Inc. Any reproduction, use, or disclosure ofinformation contained herein without prior written consent of Powell CWM, Inc. is strictly prohibited.

REVISIONS

NO.	DESCRIPTION	DATE

DRAWN BY: Author
CHECKED BY: Checker
PROJECT #: 25-2328
ISSUE DATE: 03/20/2026
ISSUED FOR:
OWNER REVIEW

TRASH ENCLOSURE

A-700

OVERALL SITE VIEW

WINWATER & FLEX BUILDING



PERSPECTIVES

FLEX USE



WINWATER ENTRY



POWELL CWM
ARCHITECTURE/ENGINEERING/SURVEYING
3200 S. State Route 291 | Bldg. 1, Independence, MO 64057
(816) 373-4800 | powellcwm.com

Certificates of Authority
Architecture: MO 310 / KS 73
Engineering: MO 4 / KS 241
Land Surveying: MO 123 / KS 36

CLIENT

EPIC CONCRETE CONSTRUCTION

WINWATER BLUE SPRINGS

2601 NW JEFFERSON ST.
BLUE SPRINGS, MO 64015

NOT FOR CONSTRUCTION

##/##/26

© 2026 Powell CWM, Inc.This drawing has been prepared by Powell CWM, Inc. This drawing is provided as an instrument of service by Powell CWM, Inc. and is intended for use on this projectonly. Pursuant to the Architectural Works.Copyright Protection Act of 1990, all drawings,specifications, ideas and designs, including the overall form, arrangement and composition of spaces and elements appearing herein constitute the original, copyrighted work of Powell CWM, Inc. Any reproduction, use, or disclosure ofinformation contained herein without prior written consent of Powell CWM, Inc. is strictly prohibited.

REVISIONS

NO.	DATE	DESCRIPTION

DRAWN BY: ESF

CHECKED BY: NKB

PROJECT #: 25-2328

ISSUE DATE: 04-11-2026

ISSUED FOR:

PLAN REVIEW

REFERENCE VISUALS

A-602

PRELIMINARY PLAT FOR

BLUE SPRINGS WINWATER AND FLEX USE

MINOR REPLAT

A COMMERCIAL DEVELOPMENT IN
SECTION 25, TOWNSHIP 49 NORTH, RANGE 31 WEST
BLUE SPRINGS, JACKSON COUNTY, MISSOURI

PROPERTY DESCRIPTION:

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 49, RANGE 31, IN BLUE SPRINGS, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE R.D. MIZE ROAD, AS SAID ROAD IS NOW ESTABLISHED IN SAID QUARTER SECTION, WITH THE NORTHERLY RIGHT OF WAY LINE OF INTERSTATE ROUTE NO. 70 AND RUNNING THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE, 609.21 FEET, MORE OR LESS, TO THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF THE SAID NORTHWEST QUARTER OF SECTION 25, THENCE NORTH 00 DEGREES 11 MINUTES 47 SECONDS WEST, ALONG THE EAST LINE 393.28 FEET, THENCE SOUTH 89 DEGREES 47 MINUTES 28 SECONDS WEST, A DISTANCE OF 605.50 FEET, MORE OR LESS TO THE SAID EAST LINE OF R.D. MIZE ROAD; THENCE SOUTH 00 DEGREES 12 MINUTES 32 SECONDS EAST ALONG SAID EAST LINE 326.13 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART IN R.D. MIZE ROAD AND JEFFERSON STREET.

FLOOD INFORMATION:

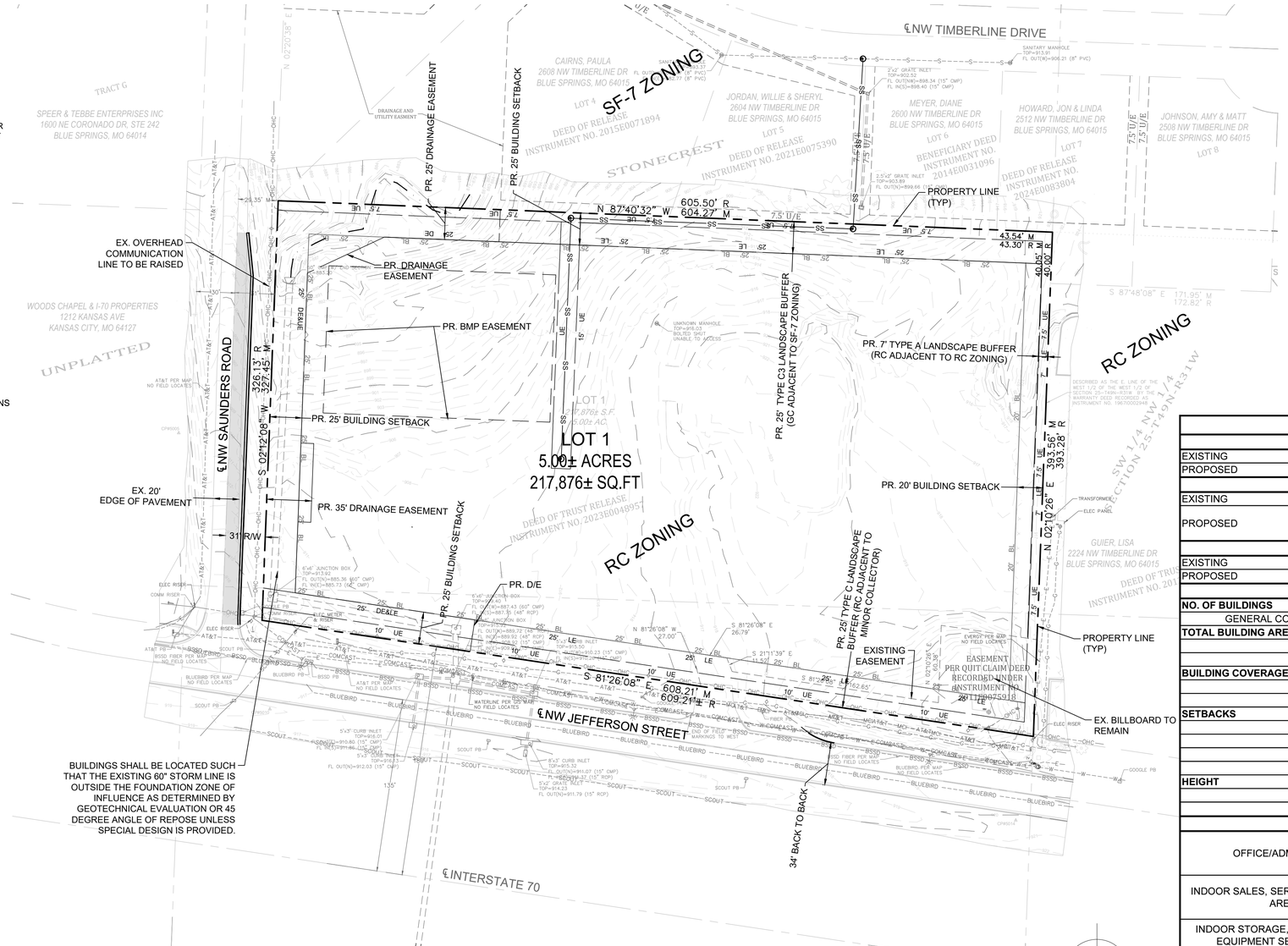
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED WITHIN ZONE X OF THE FLOOD INSURANCE RATE MAP NUMBER 29095C0384G, WHICH BEARS AN EFFECTIVE DATE OF JANUARY 20, 2017 AND IS IN JACKSON COUNTY.

REFERENCE BEARING:

BEARINGS SHOWN HEREON ARE GRID BEARINGS BASED ON THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE AND TIED TO CONTROL MONUMENT "BLUE 2", 2003 ADJUSTMENT (N: 315489.318 METERS, E: 869099.845 METERS) OF THE MISSOURI GEOGRAPHIC REFERENCE SYSTEM, AS DEVELOPED FROM GPS OBSERVATIONS, A GRID FACTOR OF 0.9999040 WAS USED.

SURVEY LEGEND

- EXISTING PROPERTY LINE
- EXISTING EASEMENT
- EXISTING CURB & GUTTER
- EXISTING OVERHEAD COMMUNICATIONS
- EXISTING BSSD COMMUNICATIONS
- EXISTING SCOUT FIBER OPTICS
- EXISTING BLUEBIRD FIBER OPTICS
- EXISTING COMCAST
- EXISTING AT&T
- EXISTING STORM SEWER
- EXISTING STORM STRUCTURE
- EXISTING WATERLINE
- EXISTING WATER METER
- EXISTING FIRE HYDRANT
- EXISTING GAS MAIN
- EXISTING SANITARY SEWER
- EXISTING SANITARY MANHOLE
- EXISTING UNDERGROUND POWER
- EXISTING OVERHEAD POWER
- EXISTING CONTOUR MAJOR
- EXISTING CONTOUR MINOR
- EXISTING TREE LINE
- EXISTING FENCE

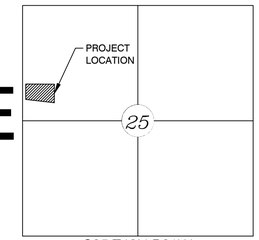


NOTES:
1. UTILITY EASEMENTS SHALL BE PROVIDED FOR EXISTING AND PROPOSED PUBLIC UTILITIES.
2. PUBLIC STREET IMPROVEMENTS SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH APWA 5200 AND THE BLUE SPRINGS DESIGN AND CONSTRUCTION MANUAL.
3. PUBLIC SANITARY SEWER SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH APWA 5500 AND THE BLUE SPRINGS DESIGN AND CONSTRUCTION MANUAL.
4. FIRE HYDRANTS SHALL BE PROVIDED IN ACCORDANCE WITH THE BLUE SPRINGS DESIGN AND CONSTRUCTION MANUAL.

☒ NOT FOR CONSTRUCTION
☐ FOR CONSTRUCTION

NORTH

0 50' 100'
SCALE: 1" = 50'



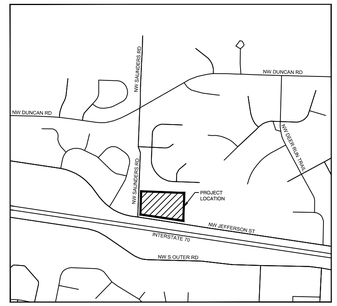
S25 T49N R31W

SECTION MAP
N.T.S.

PROPERTY OWNER
J & M SARAI LLC
320 NE DARTMORE CT
LEES SUMMIT MO 64064

DEVELOPER
EPIC CONCRETE CONSTRUCTION
1200 EAST 98th STREET
KANSAS CITY MO, 64138

SURVEYOR
POWELL CWM, INC
3200 STATE ROUTE 291, BLDG. 1
INDEPENDENCE, MO 64057



VICINITY MAP
NOT TO SCALE

SITE DATA SUMMARY

ZONING	
EXISTING	RC (REGIONAL COMMERCIAL)
PROPOSED	RC (REGIONAL COMMERCIAL)
LAND USE	
EXISTING	LANDSCAPING AND RETAINING WALL COMPANY
PROPOSED	BUILDING OR CONSTRUCTION CONTRACTOR WITH OUTDOOR STORAGE, RESIDENTIAL WAREHOUSING
LAND AREA	
EXISTING	217,876± SF (5.00± AC)
PROPOSED	217,876± SF (5.00± AC)
BUILDING SUMMARY	
NO. OF BUILDINGS	
GENERAL COMMERCIAL	2 BUILDINGS
TOTAL BUILDING AREA	
EXISTING	1,302± SF (0.029 AC)
PROPOSED	28,500± SF (0.65 AC)
BUILDING COVERAGE	
MAX ALLOWED	65%
PROPOSED	13%
SETBACKS	
FRONT	25-FT
INTERIOR SIDE	20-FT
CORNER SIDE	25-FT
REAR	25-FT
HEIGHT	
MAX ALLOWED	60-FT
PROPOSED	35-FT

SCHEDULE B OFF-STREET PARKING

OFFICE/ADMIN AREA	*1 PER 300 SF, BUT IN NO CASE GREATER THAN 1 SPACE PER 200 SF*	
INDOOR SALES, SERVICE OR DISPLAY AREA	*1 PER 500 SF, BUT IN NO CASE GREATER THAN 1 SPACE PER 400 SF*	
INDOOR STORAGE, WAREHOUSING, EQUIPMENT SERVICING OR MANUFACTURING AREA	*NOT TO EXCEED 1 SPACE PER 1,000 SF*	
SCHEDULE B USE TYPE	**BUILDING 1**	**BUILDING 2**
OFFICE/ADMIN AREA	4620 SF = 15 STALLS	5165 SF = 17 STALLS
INDOOR SALES/DISPLAY AREA	N/A	1,018 SF = 2 STALLS
INDOOR STORAGE/WAREHOUSING	12,633 SF = 12 STALLS	7,579 SF = 7 STALLS
TOTAL PARKING REQUIRED	**53**	
STANDARD PROVIDED	53	
ADA PROVIDED	11	
TOTAL PARKING PROVIDED	**64**	

POWELL CWM
ARCHITECTURE/ENGINEERING/SURVEYING
3200 S. State Route 291, Bldg. 1, Independence, MO 64057
(816) 373-4800 | powellcwm.com

Certificates of Authority
Architecture: MO 310 / KS 73
Engineering: MO 4 / KS 241
Land Surveying: MO 123 / KS 36

PREPARED FOR:
EPIC CONCRETE CONSTRUCTION
12600 EAST 98th STREET
KANSAS CITY MO, 64138
816-861-3300

PRELIMINARY PLAT for
BLUE SPRING WINWATER & FLEX USE
A COMMERCIAL DEVELOPMENT IN
2601 NW JEFFERSON ST, BLUE SPRINGS
JACKSON COUNTY, MO 64015

REVISIONS
NO. DATE / DESCRIPTION
1
2
3
4
5
6

JADRIENNE S. RODELL-TIPTON, PE
PE-2021032725 (MISSOURI #)

© 2025 Powell CWM, Inc.
This drawing has been prepared by Powell CWM, Inc. This drawing is provided as an instrument of service by Powell CWM, Inc.and is intended for use on this project only. Pursuant to the Architectural Works Copyright Protection Act of 1990, all drawings, specifications, ideas and designs, including the overall form, arrangement and composition of spaces and elements appearing herein constitute the original, copyrighted work of Powell CWM, Inc. Any reproduction, use, or disclosure of information contained herein without prior written consent of Powell CWM, Inc. is strictly prohibited.

DRAWN BY: AIA
CHECKED BY: JRT
PROJECT #: 25-2328
ISSUE DATE: 04/28/2026
ISSUED FOR:
APPROVAL

PRELIMINARY PLAT

Outlook

Winwater & Flex-use - Saunders Road

From Bart Fisher <bart@epiccc.com>
Date Wed 7/1/2026 6:38 PM
To Logan Day <lday@bluespringsmo.gov>
Cc Jeremy Powell <jpowell@powellcwm.com>; William Buck <wbuck@powellcwm.com>; Rocky Queen <rocky@epiccc.com>; Casey Williams <Casey@epiccc.com>; shawn@slkc.biz <shawn@slkc.biz>

[CAUTION - EXTERNAL EMAIL] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Contact your IT Department when in doubt.

Hello Mr. Logan Day,
In advance of the City Council meeting on July 6, 2026, the development team for the Winwater & Flex-Use project at 2601 NW Jefferson Street would like to provide the following summary of plan updates and commitments regarding Saunders Road.
The updated site and utility plans reflect the following:

- The sanitary sewer main extension has been located within the existing drainage and utility easement to the north. No new easements are required.
- Truck turning concerns have been addressed through the incorporation of a left-turn-only restriction for truck traffic, with design measures to direct movements accordingly.

To further address remaining comments from area residents regarding the width of Saunders Road, the development team is voluntarily offering to construct an additional **3-foot-wide improvement along the west side of Saunders Road** for the full north-south length of the development property. This improvement will be designed in close coordination with City Public Works and Engineering to provide a cost-effective interim solution that addresses current width concerns until the adjacent property to the west is developed and completes its portion of the roadway improvements. The final design may include a concrete shoulder set down for a future asphalt overlay or other methods as mutually agreed upon, with the remainder of any needed improvements to be addressed by future development. This additional west-side improvement is being offered **in addition to** the standard half-street improvements along the east side of Saunders Road as shown on the current plans.
We believe this commitment, together with the other plan revisions, will help address the remaining concerns while allowing the project to deliver long-term tax base and economic benefits to the City of Blue Springs.
We appreciate the City's consideration of this project and look forward to the opportunity to move forward following the Council meeting.
Thank you for your assistance with this matter. Please contact me directly if you have any questions or need additional information.
Best regards,

Bart Fisher
Epic Concrete Construction, Inc.
Development and General Contracting Division

Earthwork and Site Utility Division
12600 E 98th St.
Kansas City, MO 64138
816-399-7447 (cell)
816-861-3300 (office)
816-861-3301 (fax)
bart@epiccc.com



There are six concerns with the proposed Winwater location…

1. **Locating next to homeowner residences…**
   - Winwater has three other area locations…
   - Olathe, Kansas City, Blue Springs – **all** have **zero** adjacent homeowner properties
   - The proposed Winwater location has **FIVE** adjacent homeowner properties
   - It'd be good to hear your thoughts on why it's being allowed here??

2. **Inaccuracies in the Powell Engineering narrative…**
   - Page one, item 5 …it's suggested that traffic patterns will be the same as the other businesses in that area…how can this be possible with the additional truck traffic on Saunders Road?
   - Page two, item 2 … it's suggested quality of life and safety will be **enhanced**… with new heavy truck traffic on Saunders Road? (which is already very narrow with no sidewalks) It'd be good to hear the Commission's thoughts on this assertion.

3. **Requested waiver of UDC Requirement…**
   - Page one, bullet #2 … Winwater wants to screen gravel and asphalt. Is it reasonable to assume that screening will create noise and dust for the 38 nearby Stonecrest Homeowners? This waiver request should be denied.

4. **Negative visual impact as viewed from I-70…**
   - As I-70 is elevated well above Jefferson, it'll be easy for I-70 drivers to see sewer pipes, water pipes, piles of gravel and asphalt … creating a very negative visual impact compared to the other nearby businesses. Is this pipe "storage lot" to be one of the first business/visual we want people to see as they enter Blue Springs from the west?

5. **Why no sidewalks included in design - on Saunders by Winwater?**
   - Many walkers and bikers use Saunders … shouldn't a sidewalk be added to the new property – to be consistent with sidewalks on all other area streets?

6. **Saunders Road Negative impact…**
   - I have manually measured the width of the nearby streets as follows…
   - Stonecrest subdivision streets are **28'** wide … cars and busses can easily navigate
   - Jefferson Street is **34'** wide … cars, trucks, busses can easily coexist
   - Saunders Road varies from **17'-18'** wide… no lane markings or striping. It's literally impossible for a bus and a truck to meet each other without on or the other pulling off the paved road.

Please don't allow these negative impacts to Saunders Road / Blue Springs!



Southbound bus on Saunders –
approaching NW Jefferson
…from May 6th 2026



Street Level Views
Existing Business
Along NW Jefferson







Street Level View – Blue Springs Winwater
Sunnyside School Road





1. Saunders Road is about ½ the width of Jefferson – no clearance for trucks and buses to safely meet.



2. Why spend tax $$$ to re-work Saunders and then **add** truck traffic??
   The other businesses along Jefferson…
   – their trucks **all navigate from Jefferson … Keep them on Jefferson!**

3. Add'l retaining wall to west/Saunders side.
   Hide the ugly…like we see on Sunnyside School Road today!



4. Saunders Road is a quiet neighborhood street- not a trucking road


Current View from edge of I-70

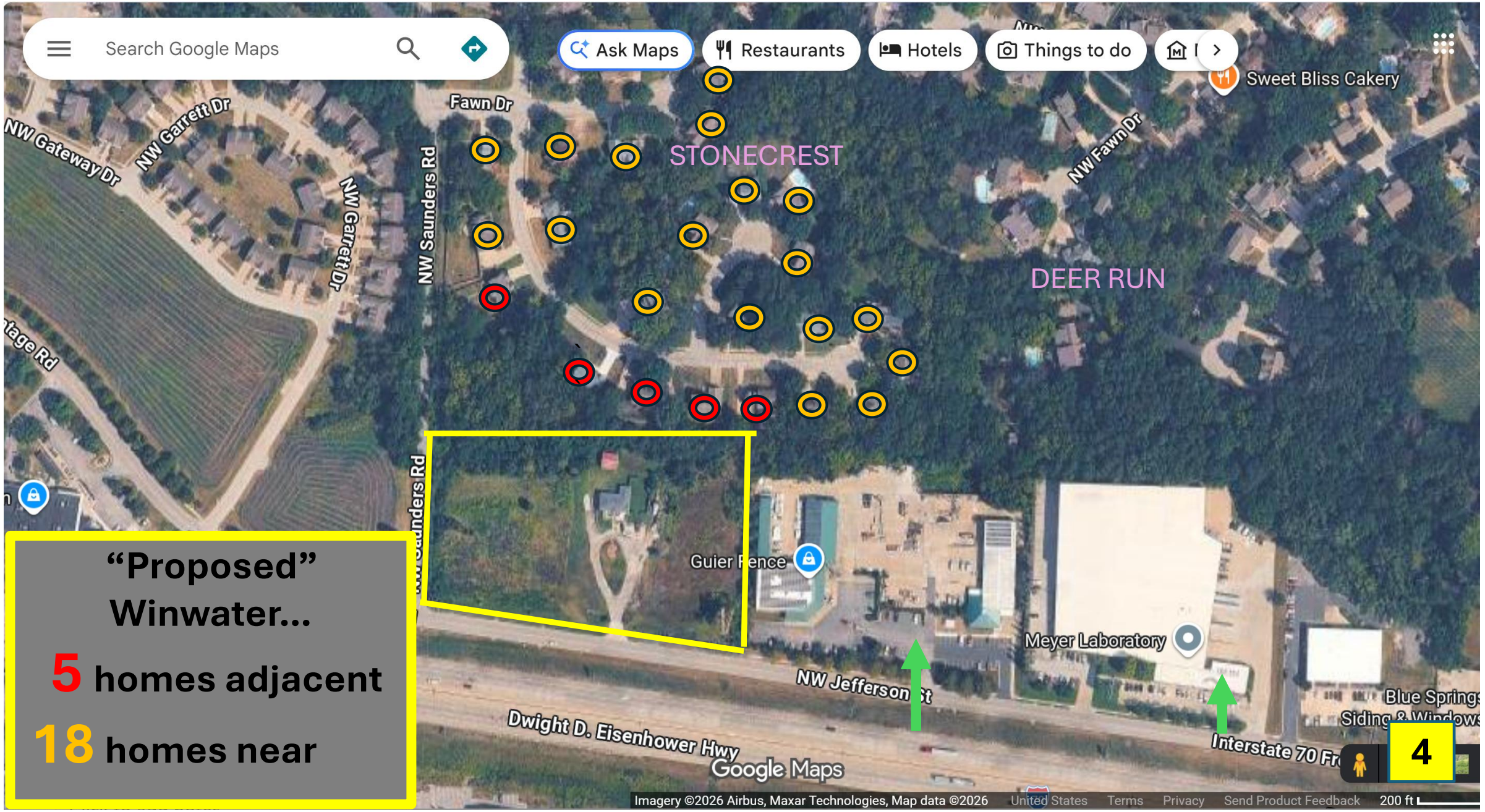

Future View from I-70 ??

Current View Jefferson & Saunders



Future View …
"Hillside Pipe Storage Lot"?

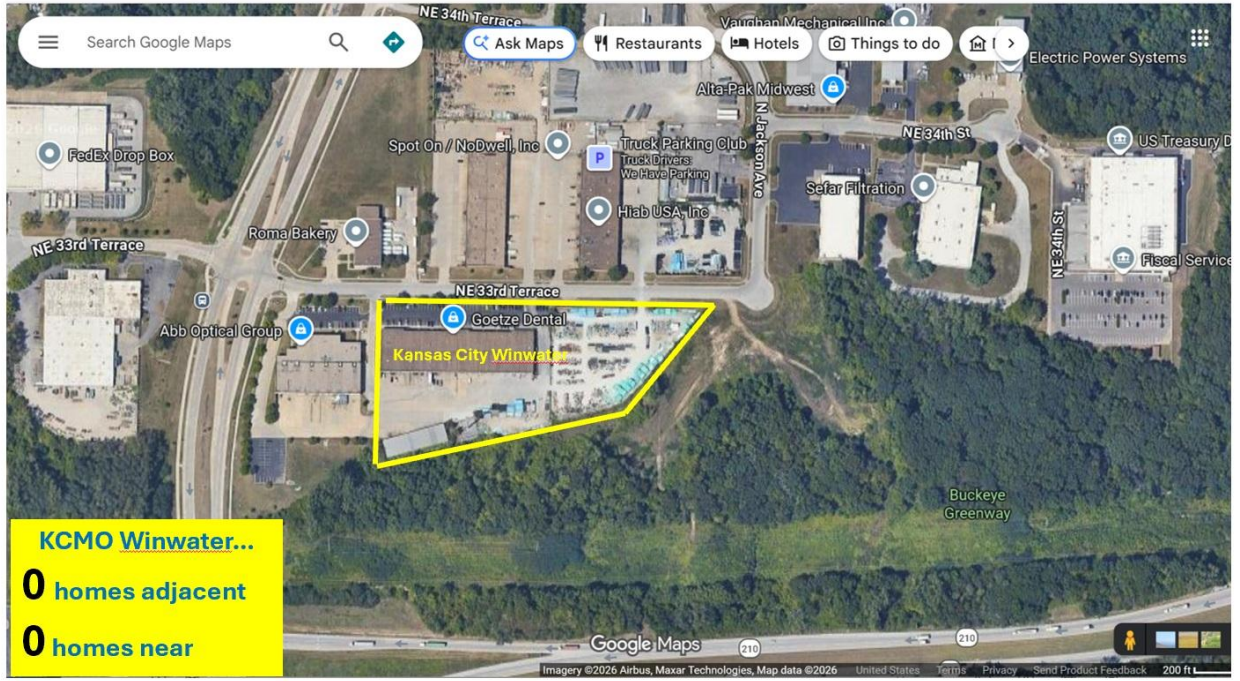


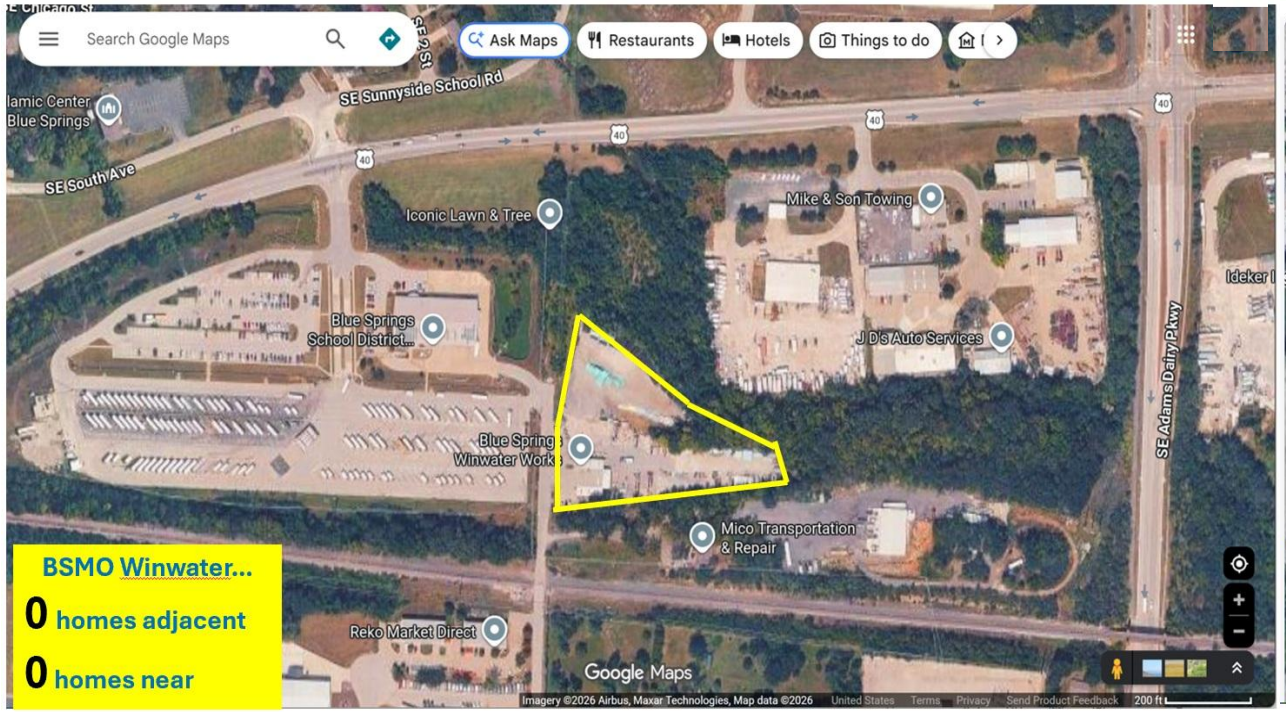


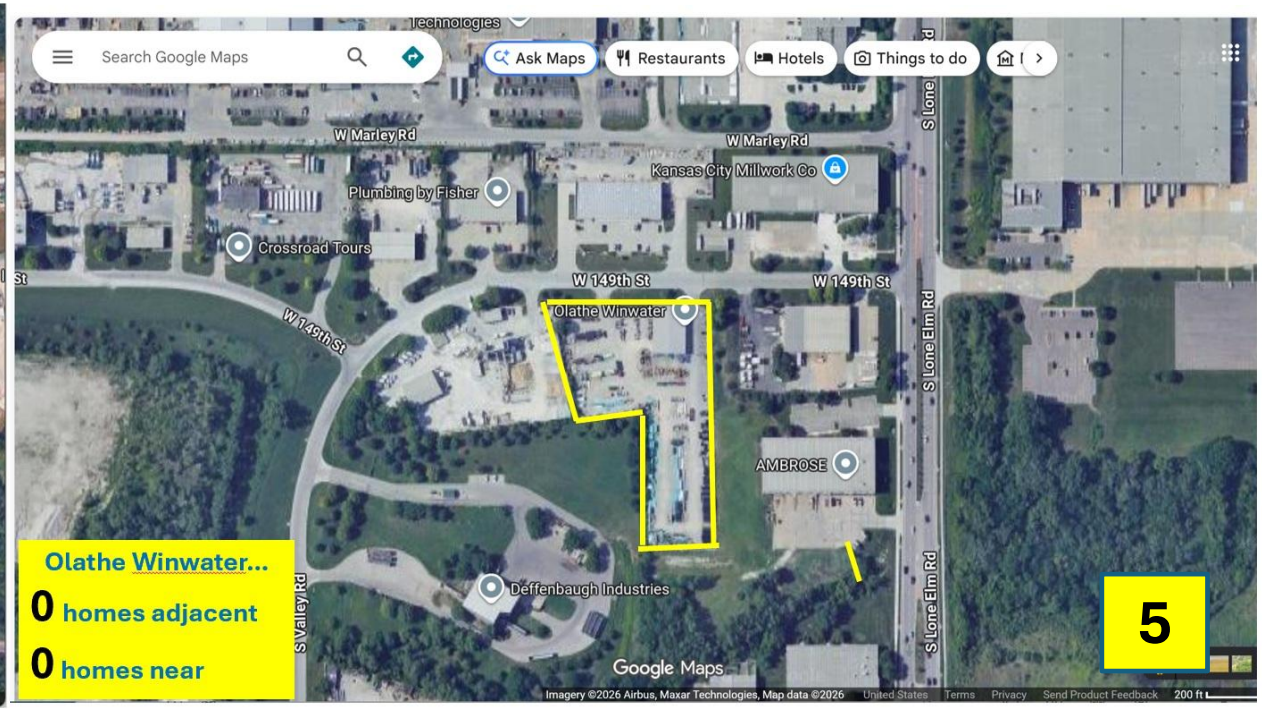
"Proposed" Winwater...

5 homes adjacent

18 homes near


Search Google Maps
Ask Maps
Restaurants
Hotels
Things to do
NE 34th Terrace
Vaughan Mechanical Inc
Electric Power Systems
Alta-Pak Midwest
FedEx Drop Box
Spot On / NoDwell, Inc
Truck Parking Club
Truck Drivers: We Have Parking
N Jackson Ave
NE 34th St
US Treasury D
Sefar Filtration
Hiab USA, Inc
Roma Bakery
NE 33rd Terrace
NE 34th St
Fiscal Service
Abb Optical Group
Goetze Dental
Kansas City Winwater
Buckeye Greenway
KCMO Winwater...
0 homes adjacent
0 homes near
Google Maps
Imagery ©2026 Airbus, Maxar Technologies, Map data ©2026 United States Terms Privacy Send Product Feedback 200 ft


Search Google Maps
Ask Maps
Restaurants
Hotels
Things to do
SE 2nd St
SE Sunnyside School Rd
Islamic Center Blue Springs
SE South Ave
Iconic Lawn & Tree
Mike & Son Towing
Blue Springs School District...
J D's Auto Services
SE Adams Dairy Pkwy
Blue Spring Winwater Work
Mico Transportation & Repair
Reko Market Direct
BSMO Winwater...
0 homes adjacent
0 homes near
Google Maps
Imagery ©2026 Airbus, Maxar Technologies, Map data ©2026 United States Terms Privacy Send Product Feedback 200 ft


Search Google Maps
Ask Maps
Restaurants
Hotels
Things to do
W Marley Rd
Kansas City Millwork Co
Plumbing by Fisher
Crossroad Tours
W 149th St
Olathe Winwater
AMBROSE
S Lone Elm Rd
S Valley Rd
Deffenbaugh Industries
Olathe Winwater...
0 homes adjacent
0 homes near
5
Google Maps
Imagery ©2026 Airbus, Maxar Technologies, Map data ©2026 United States Terms Privacy Send Product Feedback 200 ft

Three previous Planning Commissions & cities said **NO** to Winwater "pipe storage lot" adjacent to **ANY,** let alone **FIVE** Single Family homeowners

For **Blue Springs**, we don't want a "pipe storage lot" in plain view **for all to see** from Jefferson Street and I-70

Winwater could locate to the back side of the Blue Springs Business Park



THE EXAMINER

AFFIDAVIT OF PUBLICATION

State of Florida, County of Broward, ss:

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

Publication Dates:

- Apr 25, 2026

Printer's Fee: $190.51

Anjana Bhadoriya

_____

Anjana Bhadoriya
Agent

VERIFICATION

State of Florida
County of Broward

Signed or attested before me on this: 04/28/2026

S Smith

Sheri Smith
Notary Public - State of Florida
Commission # HH269383
Expires on 05/31/2026
Notarized remotely online using communication technology via Proof.

NOTARY PUBLIC • STATE OF FLORIDA •

SHERI SMITH
Notary Public - State of Florida
Commission # HH269383
Expires on May 31, 2026

PUBLIC NOTICE

General Development Plan I GDP-03-26-009850
Conditional Use Permit I CUP-03-26-009851
Blue Springs Winwater & Flex Use
2601 NW Jefferson St
Parcel # 35-620-05-02-00-0-00-000

Notice is hereby given that a public hearing will be held by the Planning Commission of the City of Blue Springs on **Monday, May 11, 2026 at 6:30 p.m.** in the Council Chambers of the Howard L. Brown Public Safety Facility at 1100 SW Smith Street for the purpose of hearing interested parties and citizens on a request by the applicant, Bart Fisher, on behalf of the property owner, J & M Sarai LLC, for approval of a General Development Plan to construct two buildings for Winwater and flex-use commercial spaces. As well as a Conditional Use Permit to allow Storage-Residential Warehouse in Regional Commercial "RC" Zoning at 2601 NW Jefferson St. Interested parties may view the application materials on file by contacting the Community Development Department via email at ComDevLegal@bluespringsgov.com or at City Hall at 903 W Main Street, Blue Springs, MO. The site is legally described as follows:

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 49, RANGE 31, IN BLUE SPRINGS, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE R.D. MIZE ROAD, AS SAID ROAD IS NOW ESTABLISHED IN SAID QUARTER SECTION, WITH THE NORTHERLY RIGHT OF WAY LINE OF INTERSTATE ROUTE NO. 70 AND RUNNING THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE, 609.21 FEET, MORE OR LESS, TO THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF THE SAID NORTHWEST QUARTER OF SECTION 25; THENCE NORTH 00 DEGREES 11 MINUTES 47 SECONDS WEST, ALONG THE EAST LINE 393.28 FEET;

THENCE SOUTH 89 DEGREES 47 MINUTES 28 SECONDS WEST, A DISTANCE OF 605.50 FEET, MORE OR LESS TO THE SAID EAST LINE OF R.D. MIZE ROAD; THENCE SOUTH 00 DEGREES 12 MINUTES 32 SECONDS EAST ALONG SAID EAST LINE 326.13 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART IN R.D. MIZE ROAD AND JEFFERSON STREET.

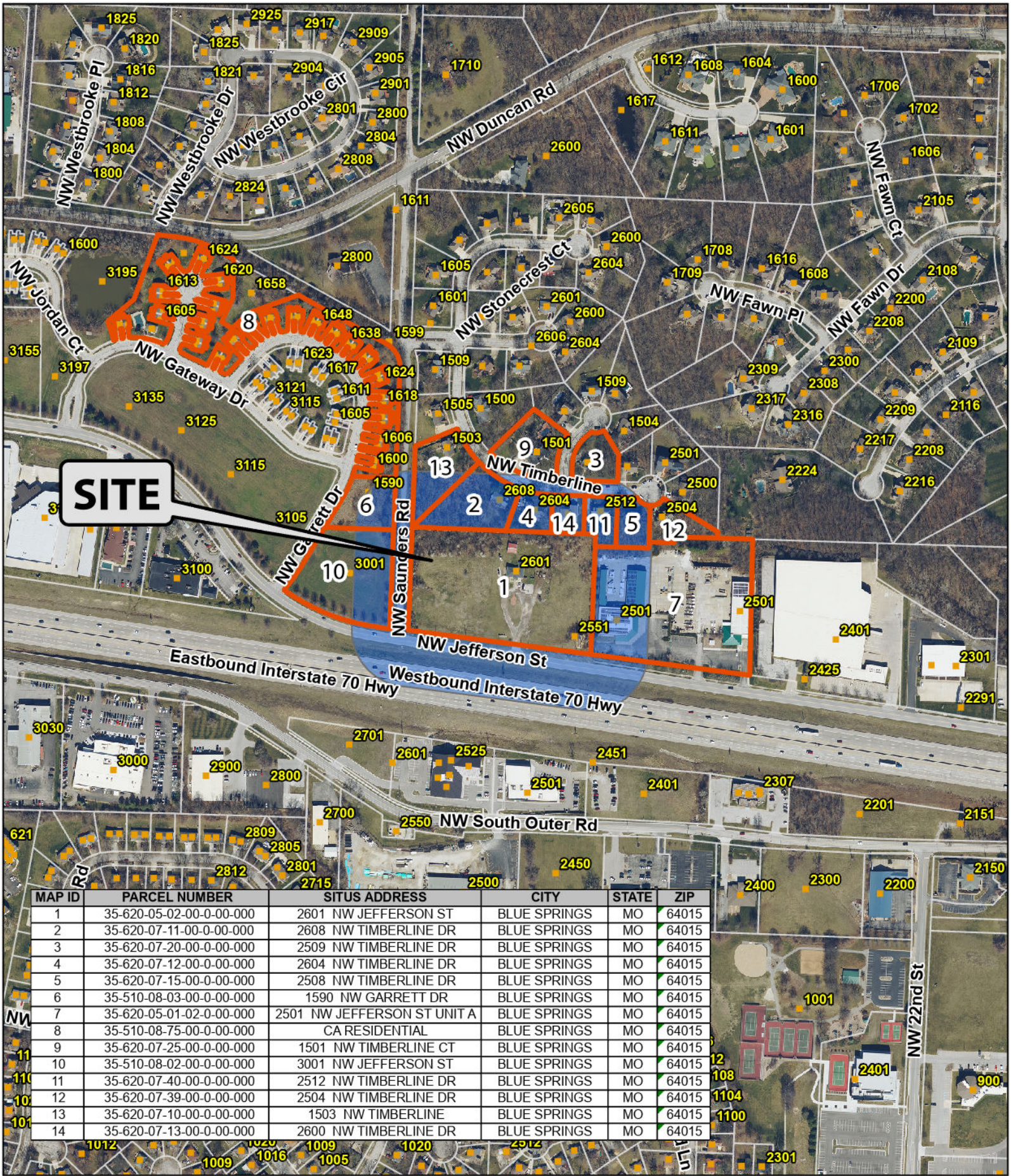
CITY OF BLUE SPRINGS
Planning Commission
By: Logan Day, Planner I

The City Council of the City of Blue Springs will also hold a public hearing on the above noted **General Development Plan I GDP-03-26-009850 and Conditional Use Permit I CUP-03-26-009851** on **Monday, May 18, 2026 at 6:00 p.m.** in the Council Chambers of the Howard L. Brown Public Safety Facility to consider the application and the recommendation of the Planning Commission.

CITY OF BLUE SPRINGS
City Council

Published in the Examiner, Apr 25, 2026

4496940



MAP ID	PARCEL NUMBER	SITUS ADDRESS	CITY	STATE	ZIP
1	35-620-05-02-00-0-00-000	2601 NW JEFFERSON ST	BLUE SPRINGS	MO	64015
2	35-620-07-11-00-0-00-000	2608 NW TIMBERLINE DR	BLUE SPRINGS	MO	64015
3	35-620-07-20-00-0-00-000	2509 NW TIMBERLINE DR	BLUE SPRINGS	MO	64015
4	35-620-07-12-00-0-00-000	2604 NW TIMBERLINE DR	BLUE SPRINGS	MO	64015
5	35-620-07-15-00-0-00-000	2508 NW TIMBERLINE DR	BLUE SPRINGS	MO	64015
6	35-510-08-03-00-0-00-000	1590 NW GARRETT DR	BLUE SPRINGS	MO	64015
7	35-620-05-01-02-0-00-000	2501 NW JEFFERSON ST UNIT A	BLUE SPRINGS	MO	64015
8	35-510-08-75-00-0-00-000	CA RESIDENTIAL	BLUE SPRINGS	MO	64015
9	35-620-07-25-00-0-00-000	1501 NW TIMBERLINE CT	BLUE SPRINGS	MO	64015
10	35-510-08-02-00-0-00-000	3001 NW JEFFERSON ST	BLUE SPRINGS	MO	64015
11	35-620-07-40-00-0-00-000	2512 NW TIMBERLINE DR	BLUE SPRINGS	MO	64015
12	35-620-07-39-00-0-00-000	2504 NW TIMBERLINE DR	BLUE SPRINGS	MO	64015
13	35-620-07-10-00-0-00-000	1503 NW TIMBERLINE	BLUE SPRINGS	MO	64015
14	35-620-07-13-00-0-00-000	2600 NW TIMBERLINE DR	BLUE SPRINGS	MO	64015

BLUE SPRINGS MISSOURI

GDP-03-26-9850 / CUP-03-26-9851 / PP-03-26-9852
2601 NW JEFFERSON ST
185' NOTIFICATION MAP

N

1" = 400'

Date: 04/23/26

BLUE SPRINGS
MISSOURI

April 24, 2026

Ref: Public Hearing: General Development Plan | GDP-03-26-9850

Conditional Use Permit | CUP-03-26-9851

Winwater & Flex-Use

2601 NW Jefferson St

Parcel # 35-620-05-02-00-0-00-000

Dear Property Owner:

A Public Hearing will be held by the Planning Commission and the City Council of the City of Blue Springs to receive comments from interested parties and citizens relative to a request by the applicant, Bart Fisher, on behalf of the property owner, J & M Sarai LLC, for approval of a General Development Plan to construct two buildings for Winwater and flex-use commercial spaces. As well as a Conditional Use Permit to allow Storage-Residential Warehouse in Regional Commercial "RC" Zoning at 2601 NW Jefferson St.

You are receiving this notice because County records indicate you own property within 185 feet of the boundary of the site in question.

Interested parties may view the application materials on file by contacting the Community Development Department via email at ComDevLegal@bluespringsmo.govor at City Hall at 903 W Main Street, Blue Springs, MO.

The hearing will be held in the Council Chambers in the Howard L. Brown Public Safety Building located at 1100 SW Smith Street, Blue Springs on the following dates:

Planning Commission - Monday, May 11, 2026 @ 6:30 p.m.

&

City Council – Monday, May 18, 2026 @ 6:00 p.m.

Your attendance and comments are welcome at these meetings. Questions concerning this matter may be directed to the Community Development Department at 816-228-0207.

Sincerely,

CITY OF BLUE SPRINGS

COMMUNITY DEVELOPMENT

Introduced by Councilmember _____ BILL 5415

(CUP-03-26-9851 & GDP-03-26-9850)

ORDINANCE_____

AN ORDINANCE APPROVING THE CONDITIONAL USE PERMIT TO ALLOW "STORAGE-RESIDENTIAL WAREHOUSE" IN "RC" (REGIONAL COMMERCIAL) AND APPROVING THE GENERAL DEVELOPMENT PLAN FOR WINWATER AND FLEX USE AT 2601 NW JEFFERSON ST, BLUE SPRINGS, JACKSON COUNTY, MISSOURI

WHEREAS, proper application having been made for Conditional Use Permit and General Development Plan of property hereinafter described; and

WHEREAS, after review of the General Development Plan with respect to such issues as density, the impact to surrounding areas, the adequacy of facilities and services, and compliance with development regulations to achievement quality development, in which it has been determined that the application has met; and

WHEREAS, in accordance with Title IV, Unified Development Code of the Municipal of the City of Blue Springs, Missouri, said application was referred to the Planning Commission for report and recommendation and a public hearing was held on June 22, 2026; Planning Commission, after said hearing, recommended that the applications for Conditional Use Permit and General Development Plan be approved; and

WHEREAS, thereafter a public hearing was held by City Council on July 6, 2026; and ; and;

WHEREAS, in accordance with Title IV, Unified Development Code of the Municipal Code of the City of Blue Springs, Missouri, it was determined that the application was appropriate at the location herein described; and;

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

Section 1. The following described tract of real estate is hereby declared subject to the Conditional Use Permit and General Development Plan for Winwater and Flex Use. The site is legally described as:

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 49, RANGE 31, IN BLUE SPRINGS, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE R.D. MIZE ROAD, AS SAID ROAD IS NOW ESTABLISHED IN SAID QUARTER SECTION, WITH THE NORTHERLY RIGHT OF WAY LINE OF INTERSTATE ROUTE NO. 70 AND RUNNING THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE, 609.21 FEET, MORE OR LESS, TO THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF THE SAID NORTHWEST QUARTER OF SECTION 25, THENCE NORTH 00 DEGREES 11 MINUTES 47 SECONDS WEST, ALONG THE EAST LINE 393.28 FEET, THENCE SOUTH 89 DEGREES 47 MINUTES 28 SECONDS WEST, A DISTANCE OF 605.50 FEET, MORE OR LESS TO THE SAID EAST LINE OF R.D. MIZE ROAD; THENCE SOUTH 00 DEGREES 12 MINUTES 32 SECONDS EAST ALONG SAID EAST LINE 326.13 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART IN R.D. MIZE ROAD AND JEFFERSON STREET.

Section 2. No land covered within this General Development Plan, or contained within the area described by Section 1 of this Ordinance, may be developed except in compliance with the General Development Plan approved herein by the

City of Blue Springs or hereinafter revised, and the requirements of said General Development Plan shall include any staff recommendations contained in the staff report and presented to the Planning Commission at its May 26, 2026, meeting and to the City Council at its June 1, 2026, meeting, and approved by the City Council as conditions of development passage by this Ordinance and of this General Development Plan, and shall be deemed to include those conditions in additions to those contained in the UDC and in documents and drawings submitted to the Planning Commission and City Council and approved hereby, including the following conditions:

1. Approval by the City Council based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC.

2. A Site Plan Design Review is required to review final building and site design, including landscaping and Final building and site design must meet Non-Residential Design Standards per UDC 407.090 and any other applicable sections of the Unified Development Code.

3. Provide site triangles at west entrance to ensure proper sight distance is met.

4. Easement shall be acquired from lots 4 and 5 of Stonecrest Plat for sanitary sewer extension.

5. Existing septic tank shall be abandoned or removed per MDNR standards.

6. Footing of the building should not be within the zone of influence from the existing storm along Saunders.

7. Provide Final Drainage Study. Drainage study shall conform to City of Blue Springs Design and Construction Manual supplemental showing runoff reductions for the 1,10 and 100 year storm events. Detention and BMP facilities shall be designed per Final Drainage Study.

8. A permit from the Missouri Department of Natural Resources (MDNR) is required for land disturbance greater than one acre.

    a. As required by the MDNR land disturbance permit, a storm water pollution prevention plan (SWPPP) is also required to ensure maintenance, inspection, and flexibility for erosion control and storm water quality on the project during construction. The City of Blue Springs Engineering Division requires confirmation that the SWPPP has been prepared and the land disturbance permit has been acquired prior to beginning construction activities.

9. The City of Blue Springs Design and Construction Manual shall be followed regarding and construction specifications.

10. A sealed letter by a Registered Professional Engineer in the State of Missouri stating the Storm water detention basin was constructed in accordance with the approved plans and functions as designed.

Staff recommends approval of the Conditional Use Permit application with the following conditions:

1. Approval by the City Council based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC.

2. The parking spaces shall not be used for the outdoor storage of equipment, boats, trailers, household goods, or other personal property. Trailers may occupy a parking space only if they are associated with a business located on the premises and are actively being used for loading and unloading purposes.

Section 3. The base zoning district standards and other applicable regulations of the Unified Development Code shall control development within the General Development Plan.

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.

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 6th day of July 2026.

CITY OF BLUE SPRINGS

_____

Chris Lievsay, Mayor

ATTEST:

_____

Erin Ford, City Clerk

1st Reading: _____

2nd Reading: _____

Council Meeting Date: July 6, 2026

Agenda Item #: 21

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: June 25, 2026

ITEM TYPE: Ordinance

SUBMITTED BY: Dennis Dovel

CONTRACT NUMBER: N/A

DEPARTMENT: Public Works

STRATEGIC PLAN PRIORITY: Infrastructure

ITEM DESCRIPTION

Passage of a Bill accepting permanent utility, permanent right-of-way and permanent construction easements from property owners for construction of 12th Street from SW Southcrest Drive to Wyatt Road (Project ST-55 Bonds).

BACKGROUND

On August 6, 2024, the citizens of Blue Springs passed a 440 million bond issue for improvements to roads and streets throughout the city. One of the approved projects is the extension of 12th Street from SW Southcrest Drive to Wyatt Road. The extension of 12th Street aligns with the City's recent Strategic Plan 2025-2030. It specifically addresses the Strategic Priority of Infrastructure by building and maintaining infrastructure to provide safe and reliable services. The extension of 12th Street will provide quicker emergency response to residents in the area for the Southern Jackson County Fire Protection District.

The acquisition of permanent utility, construction and right-of-way easements are required to construct the improvements. The city used Keller Craig Associates to negotiate and acquire the required easements from Blue Springs Christian Church (BSCC). There are four total easements being brought forward, two from BSCC and two that are being changed from right-of-way to construction easements that are being granted by the City to the City via BSCC. The two new easements are being acquired from BSCC through an agreement to provide BSCC a curb cut on 12th Street which will be installed during construction of the road. The other two easements are changing from permanent right-of-way to permanent construction easements with the land already being acquired from BSCC previously.

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

FINANCIAL IMPACT

INFORMATION	**DETAIL**	
Property Owner	Line Item	Amount to be Paid
Blue Springs Christian Church	Permanent Right-of-Way	$1.00
Blue Springs Christian Church	Permanent Utility Easement	$1.00
Blue Springs Christian Church	Permanent Construction Easement	$1.00
Blue Springs Christian Church	Permanent Construction Easement	$1.00
Amount of Request/ Contract:	$ 4.00	
Amount Budgeted:	N/A	

Budget Year:	FY 2025-26
Funding Source/Account #:	310-72000-543100 ST-55 Bonds
Account Balance:	N/A Date: 6/29/2026

PROJECT TIMELINE

INFORMATION	DETAIL
Estimated Start Date	July 6, 2026
Estimated End Date	Permanently

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: N/A

Date: N/A

Action: N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bills with Easements attached as Exhibit A.

REVIEWED BY

Requesting Director: Dennis Dovel

Legal: James Newell

Administration: George Schmitz

City Administrator: Christine Cates

Budget: Lori Turner

Introduced by Councilmember _____ BILL 5416

ORDINANCE_____

AN ORDINANCE ACCEPTING PERMANENT UTILITY, PERMANENT RIGHT-OF-WAY AND PERMANENT CONSTRUCTION EASEMENTS FROM PROPERTY OWNERS FOR THE CONSTRUCTION OF 12TH STREET FROM SW SOUTHCREST DRIVE TO WYATT ROAD (PROJECT # ST-55 BONDS)

WHEREAS, the City of Blue Springs is committed to ensuring the acquisition of the permanent utility, permanent right-of-way and permanent construction easements for the construction of 12th Street is conducted in a professional manner; and

WHEREAS, easements are required to facilitate the construction of the roadway and utilities for 12th Street from SW Southcrest Drive to Wyatt Road; and

WHEREAS, the City of Blue Springs acquired the easements and changes to City owed easements, negotiated through Keller Craig Associates; and

WHEREAS, staff recommends the acceptance of the easements obtained from the following property owner: Blue Springs Christian Church, 7920 SW State Route 7, Blue Springs, MO 64014.

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

Section 1. The City Administrator is hereby authorized to make payment and accept the Easements (attached hereto as Exhibits A-D) from property owners abutting the 12th Street extension from SW Southcrest Drive to Wyatt Road Project ST-55 Bonds as follows: Permanent Utility Easement – Blue Springs Christian Church - $1.00; Permanent Right-of-way easement – Blue Springs, Christian Church - $1.00; Permanent Construction Easement – City

of Blue Springs via Blue Springs Christian Church - $1.00 and Permanent Construction Easement – City of Blue Springs via Blue Springs Christian Church.

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

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 6th day of July 2026.

CITY OF BLUE SPRINGS

_____

Chris Lievsay, Mayor

ATTEST:

_____

Erin Ford, City Clerk

1st Reading: _____

2nd Reading: _____

Title of Document: Permanent Construction Easement

Date of Document: _____, 2026

Grantors: Blue Springs Christian Church

Grantee: Blue Springs, Missouri

Mailing Address (Grantee): 903 W. Main Street, Blue Springs, Missouri 64015

Legal description:

All that part of "Chapman Woods, Lots 1-3" recorded as Document Number 2007E0075781, and Part of the East Half of the Southern Quarter of Section Thirteen (13), Township Forty-eight (48) North, Range Thirty-one (31) of the Fifth Principal Meridian, all in the City of Blue Springs, Jackson County, Missouri.

PERMANENT CONSTRUCTION EASEMENT

THIS AGREEMENT, made this _____ day of _____ 2026 by and between, Blue Springs Christian Church, having an address of 7920 SW MO-7 Highway, Blue Springs, Missouri 64014-5704, owner of the property herein described, hereinafter known as the Grantor and party of the first part, and Blue Springs, Missouri, a political subdivision of the State of Missouri, hereinafter known as the Grantee and party of the second part.

GRANTEE'S ADDRESS: 903 West Main Street, Blue Springs, Missouri 64015

WITNESSETH: Grantor, in consideration of the sum of Zero Dollars, to be paid by the City of Blue Springs, the receipt of which is hereby acknowledged, do by these presents convey, remise, release and quitclaim unto said party of the second part, the following described permanent construction easement in real estate in the County of Jackson, State of Missouri, to wit:

> A perpetual and permanent construction easement for the construction, improvement, reconstruction and maintenance of city infrastructure, including but not limited to, construction of roadways, maintenance or access to the street, roadway, thoroughfare, storm sewers, underground pipe, manholes, catch basins, concrete drainage ways, open water ways, and all necessary appurtenances being and situated in the County of Jackson, and the State of Missouri, as legally described in Exhibit A which is attached hereto and incorporated herein; and

Grantor agrees not to obstruct or interfere with **Grantee's** use and enjoyment of the Easement areas granted hereunder by any means, including, without limitation, obstructing or interfering with the operation, maintenance or access to the street, roadway, thoroughfare, storm sewers, underground pipe, manholes, catch basins, concrete drainage ways, open water ways, and all necessary appurtenances thereto, by erecting, or causing or allowing to be erected, any building or structure on said Easement.

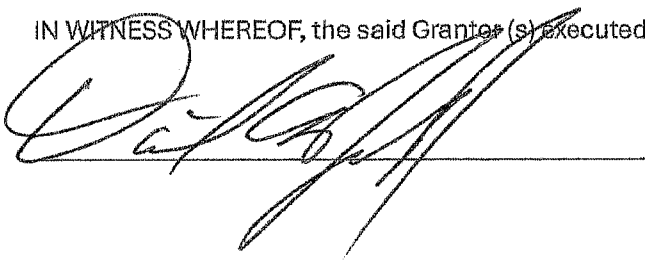
It is expressly agreed to by the **Grantor** that the **Grantee** may, in the **Grantee's** absolute discretion, and without prior notification to the **Grantor**, assign or transfer any and all of its rights under this Easement. Such assignment or transfer shall not otherwise affect any rights granted by the **Grantor** pursuant to this Easement.

Grantor further states that it is lawfully seized of title to the land through which said Easement is granted and that it has good and lawful right to convey said easement to the **Grantee** herein.

THIS GRANT shall, at all times be deemed to be and shall be, a continuing covenant running with the land and shall be binding upon the successors and assigns of the **Grantor.**

TO HAVE AND TO HOLD the same, with all rights privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its successors and assigns; the said parties of the first part hereby covenants that it is lawfully seized of an indefeasible estate in fee in the premises from which the permanent utility easement is herein conveyed and that it has good right to convey the same.

IN WITNESS WHEREOF, the said Grantor (s) executed the above on _____, 2026.

By: 

By _____

Christine Cates, City Administrator

EXHIBIT A

Legal Description of Permanent Construction Easement #1

The tract of land contains 10,828 square feet or 0.25 acres, more or less.

All that part of "Chapman Woods, Lots 1-3" recorded as Document Number 2007E0075781, and Part of the East Half of the Southern Quarter of Section Thirteen (13), Township Forty-eight (48) North, Range Thirty-one (31) of the Fifth Principal Meridian, all in the City of Blue Springs, Jackson County, Missouri.

EXHIBIT B

Legal Description of Permanent Construction Easement #2

The tract of land contains 28,458 square feet or 0.64 acres, more or less.

All that part of "Chapman Woods, Lots 1-3" recorded as Document Number 2007E0075781, and Part of the East Half of the Southern Quarter of Section Thirteen (13), Township Forty-eight (48) North, Range Thirty-one (31) of the Fifth Principal Meridian, all in the City of Blue Springs, Jackson County, Missouri.

ACKNOWLEDGEMENT BY CORPORATION

STATE OF MISSOURI
COUNTY OF JACKSON

On this 29th day of May, 2026 appeared David Judd, Member, personally known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed.

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

Megan Rodgers
Notary Public

MEGAN RODGERS
NOTARY PUBLIC - STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES: 10/29/2026
COMMISSION# 18919561

My Commission Expires: 10/29/2026

ACKNOWLEDGEMENT

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this _____ day of _____, 2026, before me personally appeared Christine Cates, to me personally known, who, being by me duly sworn, did say that she is the City Administrator of the City of Blue Springs, Missouri, and that said instrument was signed by Christine Cates on behalf of the City pursuant to due authority vested in such person and said individual acknowledged said instrument to be the free act and deed of said City.

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

_____
Notary Public in and for said State
Commission Expires: _____

EXHIBIT A

Legal Description of Permanent Easement

All that part of "Chapman Woods, Lots 1-3" recorded as Document Number 2007E0075781, and Part of the East Half of the Southern Quarter of Section Thirteen (13), Township Forty-eight (48) North, Range Thirty-one (31) of the Fifth Principal Meridian, all in the City of Blue Springs, Jackson County, Missouri.

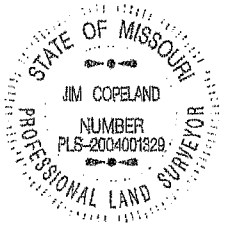
PERMANENT EASEMENT #1 LEGAL DESCRIPTION:

ALL THAT PART OF "CHAPMAN WOODS, LOTS 1-3" RECORDED AS DOCUMENT NUMBER 2007E0075781, AND PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION THIRTEEN (13), TOWNSHIP FORTY-EIGHT (48) NORTH, RANGE THIRTY-ONE (31) WEST OF THE FIFTH PRINCIPAL MERIDIAN, ALL IN THE CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A REBAR WITH YELLOW PLASTIC CAP MARKED LS 2143 FOUND AT THE NORTHWEST CORNER OF LOT ONE (1) OF SAID "CHAPMAN WOODS, LOTS 1-3";
THENCE S 88° 01' 01" E, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, SAID LINE ALSO BEING THE COMMON LINE BETWEEN SAID "CHAPMAN WOODS, LOTS 1-3" AND "SOUTHGATE HILLS - 9TH PLAT" RECORDED AS DOCUMENT NUMBER 1995I1389835, A DISTANCE OF 498.61 FEET TO A REBAR WITH 3-1/2" ALUMINUM CAP MARKED LAMP RYNEARSON FOUND AT THE MOST NORTHERLY NORTHEAST CORNER OF SAID "CHAPMAN WOODS, LOTS 1-3";
THENCE S 01° 58' 35" W, ALONG THE EAST LINE OF SAID "CHAPMAN WOODS, LOTS 1-3", A DISTANCE OF 65.77 FEET TO A FOUND 3-1/2" ALUMINUM CAP MARKED LAMP RYNEARSON, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EAST LINE OF SAID "CHAPMAN WOODS, LOTS 1-3" ON A CURVE TO THE LEFT AN ARC DISTANCE OF 297.70 FEET, A RADIUS OF 470.00 FEET, A CHORD BEARING OF S 16° 10' 09" E AND A CHORD DISTANCE OF 292.75 FEET TO A FOUND 3-1/2" ALUMINUM CAP MARKED LAMP RYNEARSON;
THENCE CONTINUING ALONG SAID EAST LINE OF SAID "CHAPMAN WOODS, LOTS 1-3" ON A CURVE TO THE RIGHT AN ARC DISTANCE OF 243.67 FEET, A RADIUS OF 1030.00 FEET, A CHORD BEARING OF S 27° 32' 14" E AND A CHORD DISTANCE OF 243.11 FEET TO THE EAST LINE OF A PROPOSED RIGHT OF WAY FOR S.W. 12TH STREET;
THENCE ALONG SAID EAST PROPOSED RIGHT OF WAY LINE ON A CURVE TO THE LEFT AN ARC DISTANCE OF 79.90 FEET, A RADIUS OF 346.00 FEET, A CHORD BEARING OF N 35° 47' 20" W AND A CHORD DISTANCE OF 79.73 FEET TO A SET 1/2"X24" REBAR WITH CAP MARKED CLS 2006020653;
THENCE CONTINUING ALONG SAID EAST PROPOSED RIGHT OF WAY LINE N 42° 25' 26" W A DISTANCE OF 44.22 FEET TO THE CENTERLINE OF THE EXISTING RIGHT OF WAY FOR S.W. 12TH STREET;
THENCE ALONG SAID EXISTING RIGHT OF WAY CENTERLINE ON A CURVE TO THE LEFT AN ARC DISTANCE OF 118.21 FEET, A RADIUS OF 1000.00 FEET, A CHORD BEARING OF N 30° 55' 42" W AND A CHORD DISTANCE OF 118.14 FEET;
THENCE CONTINUING ALONG SAID EXISTING RIGHT OF WAY CENTERLINE ON A CURVE TO THE RIGHT AN ARC DISTANCE OF 110.71 FEET, A RADIUS OF 500.00 FEET, A CHORD BEARING OF N 27° 58' 18" W AND A CHORD DISTANCE OF 110.48 FEET TO THE EAST LINE OF A PROPOSED RIGHT OF WAY FOR S.W. 12TH STREET;
THENCE ALONG SAID EAST PROPOSED RIGHT OF WAY LINE ON A CURVE TO THE RIGHT AN ARC DISTANCE OF 95.10 FEET, A RADIUS OF 380.00 FEET, A CHORD BEARING OF N 05° 11' 34" W AND A CHORD DISTANCE OF 94.85 FEET TO A SET 1/2"X24" REBAR WITH CAP MARKED CLS 2006020653;
THENCE CONTINUING ALONG SAID EAST PROPOSED RIGHT OF WAY LINE N 01° 58' 35" E A DISTANCE OF 106.11 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 10,828 SQUARE FEET OR 0.25 ACRES, MORE OR LESS.



DATE: 12/3/2025

JIM COPELAND, MO PLS # 2004001329 AS AGENT FOR LAND SURVEYING CORPORATION, WILSON & COMPANY, INC. ENGINEERS AND ARCHITECTS, MO CLS # 2006020653

NO.	REVISION-DESCRIPTION	BY	DATE	CHKD	APP'D

SHEET NO: 1 OF 4
SCALE:
PROJECT NO: 24-001-018-00
DRAWN BY: NWK DATE: 12/3/2025
CHECKED BY: JC 12/3/2025
APPROVED BY:

WILSON & COMPANY
800 East 101st Terrace, Suite 200
Kansas City, MO 64131
Phone: 816-701-3100
Fax: 816-942-3013

EXHIBIT FOR PERMANENT EASEMENTS IN EAST 1/2 OF SOUTHEAST 1/4 OF SEC. 13-T48N-R31W, CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI

W:\Projects\24001818\003_Design\Survey\Drawings\24001818003_ESMT#1.dwg Plotted on: Dec 03, 2025 - 12:11pm By: NWilliamson

PERMANENT EASEMENT #2 LEGAL DESCRIPTION:

ALL THAT PART OF "CHAPMAN WOODS, LOTS 1-3" RECORDED AS DOCUMENT NUMBER 2007E0075781, AND PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION THIRTEEN (13), TOWNSHIP FORTY-EIGHT (48) NORTH, RANGE THIRTY-ONE (31) WEST OF THE FIFTH PRINCIPAL MERIDIAN, ALL IN THE CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3-1/2" ALUMINUM CAP MARKED LAMP RYNEARSON FOUND AT THE MOST EASTERLY NORTHEAST CORNER OF SAID "CHAPMAN WOODS, LOTS 1-3", SAID POINT ALSO BEING ON THE EAST LINE OF SAID SOUTHEAST QUARTER;
THENCE N 88° 17' 35" W, ALONG THE NORTH LINE OF SAID "CHAPMAN WOODS, LOTS 1-3", A DISTANCE OF 8.58 FEET TO A 1/2"X24" REBAR WITH CAP MARKED CLS 2006020653 SET ON THE NORTH LINE OF A PROPOSED RIGHT OF WAY FOR S.W. MAJOR ROAD, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG SAID NORTH PROPOSED RIGHT OF WAY LINE ON A CURVE TO THE LEFT AN ARC DISTANCE OF 104.71 FEET, A RADIUS OF 215.00 FEET, A CHORD BEARING OF S 77° 46' 16" W AND A CHORD DISTANCE OF 103.68 FEET TO THE CENTERLINE OF THE EXISTING RIGHT OF WAY FOR S.W. MAJOR ROAD;
THENCE N 88° 17' 35" W, ALONG SAID RIGHT OF WAY CENTERLINE, A DISTANCE OF 445.37 FEET TO A POINT ON THE NORTH PROPOSED RIGHT OF WAY LINE FOR S.W. 12TH STREET;
THENCE ALONG SAID NORTH PROPOSED RIGHT OF WAY LINE ON A CURVE TO THE RIGHT AN ARC DISTANCE OF 7.62 FEET, A RADIUS OF 320.00 FEET, A CHORD BEARING OF N 44° 58' 50" W AND A CHORD DISTANCE OF 7.62 FEET TO A POINT ON THE EXISTING CENTERLINE OF THE RIGHT OF WAY FOR S.W. 12TH STREET;
THENCE N 01° 42' 26" E, ALONG SAID RIGHT OF WAY CENTERLINE, A DISTANCE OF 375.81 FEET;
THENCE CONTINUING ALONG SAID RIGHT OF WAY CENTERLINE ON A CURVE TO THE LEFT AN ARC DISTANCE OF 135.35 FEET, A RADIUS OF 1000.00 FEET, A CHORD BEARING OF N 02° 10' 13" W AND A CHORD DISTANCE OF 135.25 FEET TO A POINT ON THE EAST PROPOSED RIGHT OF WAY LINE FOR S.W. 12TH STREET;
THENCE ALONG SAID EAST RIGHT OF WAY LINE ON A CURVE TO THE LEFT AN ARC DISTANCE OF 116.86 FEET, A RADIUS OF 345.00 FEET, A CHORD BEARING OF N 05° 42' 11" E AND A CHORD DISTANCE OF 116.31 FEET TO THE EAST LINE OF SAID "CHAPMAN WOODS, LOTS 1-3";
THENCE ALONG SAID EAST LINE OF SAID "CHAPMAN WOODS, LOTS 1-3" ON A CURVE TO THE RIGHT AN ARC DISTANCE OF 253.51 FEET, A RADIUS OF 1030.00 FEET, A CHORD BEARING OF S 05° 20' 38" E AND A CHORD DISTANCE OF 252.87 FEET TO A FOUND 3-1/2" ALUMINUM CAP MARKED LAMP RYNEARSON;
THENCE S 01° 42' 26" W, CONTINUING ALONG SAID EAST LINE OF SAID "CHAPMAN WOODS, LOTS 1-3", A DISTANCE OF 331.04 FEET TO A FOUND 3-1/2" ALUMINUM CAP MARKED LAMP RYNEARSON;
THENCE ALONG THE NORTHEAST LINE OF SAID "CHAPMAN WOODS, LOTS 1-3" ON A CURVE TO THE LEFT AN ARC DISTANCE OF 39.27 FEET, A RADIUS OF 25.00 FEET, A CHORD BEARING OF S 43° 17' 34" E AND A CHORD DISTANCE OF 35.36 FEET TO A FOUND 3-1/2" ALUMINUM CAP MARKED LAMP RYNEARSON;
THENCE S 88° 17' 35" E, ALONG THE NORTH LINE OF SAID "CHAPMAN WOODS, LOTS 1-3", A DISTANCE OF 496.54 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 28,458 SQUARE FEET OR 0.65 ACRES, MORE OR LESS.

STATE OF MISSOURI
JIM COPELAND
NUMBER PLS-2004001329
PROFESSIONAL LAND SURVEYOR

DATE: 12/3/2025

JIM COPELAND, MO PLS # 2004001329 AS AGENT FOR LAND SURVEYING CORPORATION, WILSON & COMPANY, INC. ENGINEERS AND ARCHITECTS, MO CLS # 2006020653

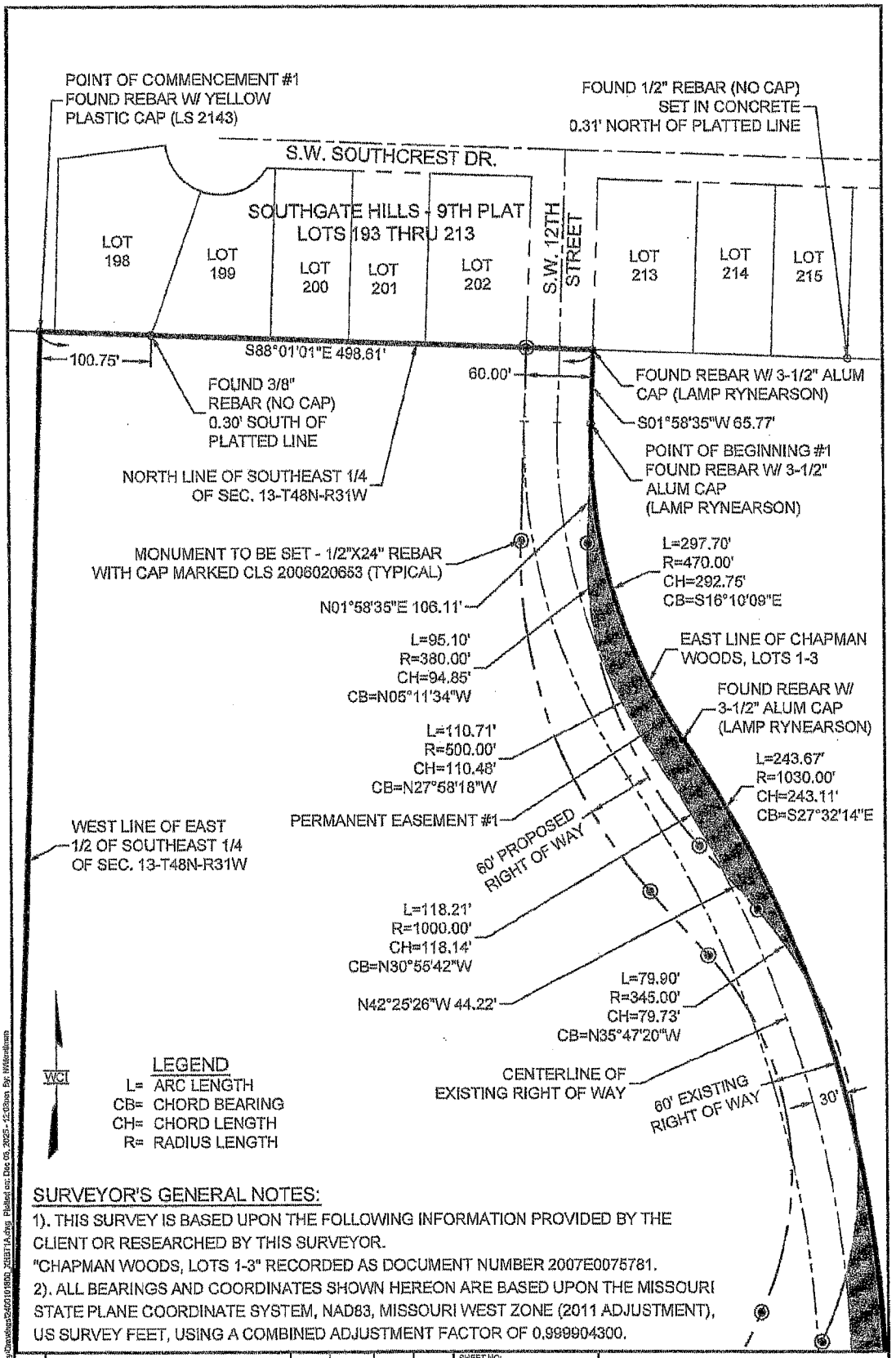
NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D

SHEET NO: 2 OF 4
SCALE:
PROJECT NO: 24-001-018-00
DRAWN BY: NWK DATE: 12/3/2025
CHECKED BY: JC 12/3/2025
APPROVED BY:

WILSON & COMPANY
800 East 101st Terrace, Suite 200
Kansas City, MO 64131
Phone: 816-701-3100
Fax: 816-942-3013

EXHIBIT FOR PERMANENT EASEMENTS IN EAST 1/2 OF SOUTHEAST 1/4 OF SEC. 13-T48N-R31W, CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI

W:\Projects\24001018\Survey\Drawings\24001018SD_ExhibitSheet.dgn Plotted on: Dec 03, 2025 - 12:11pm By: NWKindman



SURVEYOR'S GENERAL NOTES:

1). THIS SURVEY IS BASED UPON THE FOLLOWING INFORMATION PROVIDED BY THE CLIENT OR RESEARCHED BY THIS SURVEYOR.
"CHAPMAN WOODS, LOTS 1-3" RECORDED AS DOCUMENT NUMBER 2007E0075781.

2). ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, NAD83, MISSOURI WEST ZONE (2011 ADJUSTMENT), US SURVEY FEET, USING A COMBINED ADJUSTMENT FACTOR OF 0.999904300.

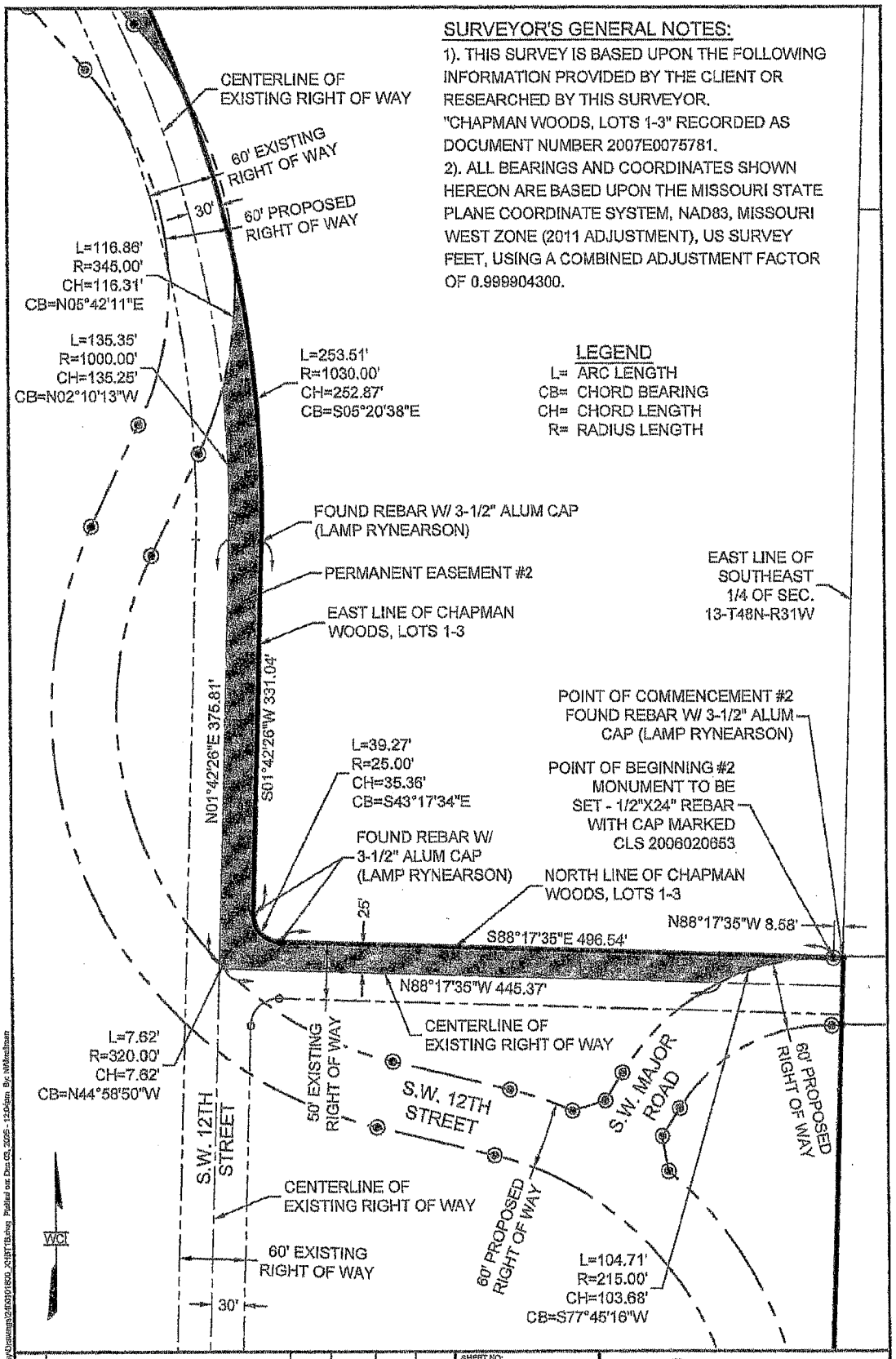
NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D

SHEET NO:	3 OF 4
SCALE:	1" = 100'
PROJECT NO:	24-001-018-00
DRAWN BY:	NWK
DATE:	12/3/2025
CHECKED BY:	JC
DATE:	12/3/2025
APPROVED BY:	

WILSON & COMPANY
800 East 101st Terrace, Suite 200
Kansas City, MO 64131
Phone: 816-701-3100
Fax: 816-942-3013

EXHIBIT FOR PERMANENT EASEMENTS
IN EAST 1/2 OF SOUTHEAST 1/4
OF SEC. 13-T48N-R31W,
CITY OF BLUE SPRINGS,
JACKSON COUNTY, MISSOURI

W:\Projects\24001018\00\3_Plat\[Name Survey\Dwg\Non-24001018\00_ZEXHIBIT1A.dwg, Plotted on: Dec 03, 2025 - 12:09pm, By: NWKrehbiel



NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D

SHEET NO:	4 OF 4
SCALE:	1" = 100'
PROJECT NO:	24-001-018-00
DRAWN BY: NWK	DATE: 12/8/2026
CHECKED BY: JC	12/3/2026
APPROVED BY:	

WILSON & COMPANY
800 East 101st Terrace, Suite 200
Kansas City, MO 64131
Phone: 816-701-3100
Fax: 816-942-3013

EXHIBIT FOR PERMANENT EASEMENTS IN EAST 1/2 OF SOUTHEAST 1/4 OF SEC. 13-T48N-R31W, CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI

W:\Projects\24001018\00\5_Deliverables\Survey\Drawings\24001018_XHBT18.dwg Plotted on Dec 08, 2025 - 12:04pm By: nMeffman

---

Title of Document: Permanent Right-of-Way

Date of Document: April 21st, 2026

Grantors: Blue Springs Christian Church

Grantee: Blue Springs, Missouri

Mailing Address (Grantee): 903 W. Main Street, Blue Springs, Missouri 64015

Legal description:

All that part of the East half of the Southeast quarter of Section Thirteen (13), Township Forty-eight (48) North, Range Thirty-one (31) West of the Fifth Principal Median, all in the City of Blue Springs, Jackson County, Missouri.

PERMANENT RIGHT-OF-WAY

THIS AGREEMENT, made this 21 day of April 2026 by and between, Blue Springs Christian Church, having an address of 7920 SW MO-7 Highway, Blue Springs, Missouri 64014-5704, owner of the property herein described, hereinafter known as the Grantor and party of the first part, and Blue Springs, Missouri, a political subdivision of the State of Missouri, hereinafter known as the Grantee and party of the second part.

GRANTEE'S ADDRESS: 903 West Main Street, Blue Springs, Missouri 64015

WITNESSETH: Grantor, in consideration of the sum of _____, to be paid by the City of Blue Springs, the receipt of which is hereby acknowledged, do by these presents convey, remise, release and quitclaim unto said party of the second part, the following described permanent right-of-way in real estate in the County of Jackson, State of Missouri, to wit:

A perpetual and permanent right-of-way for the construction, improvement, reconstruction and maintenance of city infrastructure, including but not limited to, construction of roadways, maintenance or access to the street, roadway, throughfare, storm sewers, underground pipe, manholes, catch basins, concrete drainage ways, open water ways, utilities and all necessary appurtenances being and situated in the County of Jackson, and the State of Missouri, as legally described in Exhibit A which is attached hereto and incorporated herein; and

Grantor agrees not to obstruct or interfere with **Grantee's** use and enjoyment of the Right-of-way areas granted hereunder by any means, including, without limitation, obstructing or interfering with the operation, maintenance or access to the street, roadway, thoroughfare, storm sewers, underground pipe, manholes, catch basins, concrete drainage ways, open water ways, utilities and all necessary appurtenances thereto, by erecting, or causing or allowing to be erected, any building or structure on said Right-of-way.

It is expressly agreed to by the **Grantor** that the **Grantee** may, in the **Grantee's** absolute discretion, and without prior notification to the **Grantor**, assign or transfer any and all of its rights under this Easement. Such assignment or transfer shall not otherwise affect any rights granted by the **Grantor** pursuant to this Right-of-way.

Grantor further states that it is lawfully seized of title to the land through which said Right-of-way is granted and that it has good and lawful right to convey said Right-of-way to the **Grantee** herein.

THIS GRANT shall, at all times be deemed to be and shall be, a continuing covenant running with the land and shall be binding upon the successors and assigns of the **Grantor**.

TO HAVE AND TO HOLD the same, with all rights privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its successors and assigns; the said parties of the first part hereby covenants that it is lawfully seized of an indefeasible estate in fee in the premises from which the permanent right-of-way is herein conveyed and that it has good right to convey the same.

IN WITNESS WHEREOF, the said Grantor (s) executed the above on April 24, 2026.

By: _____
David Judd, Executive Pastor

By _____

Christine Cates, City Administrator

EXHIBIT A

Legal Description of Permanent Right-of-Way

The tract of land contains 556 square feet or 0.01 acres, more or less.

All that part of the East half of the Southeast quarter of Section Thirteen (13), Township Forty-eight (48) North, Range Thirty-one (31) West of the Fifth Principal Median, all in the City of Blue Springs, Jackson County, Missouri.

ACKNOWLEDGEMENT BY CORPORATION

STATE OF MISSOURI
COUNTY OF JACKSON

On this 21st day of April, 2026 appeared David Judd, Member, personally known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed.

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

Ashley Herron
Notary Public ASHLEY HERRON

ASHLEY HERRON
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES FEBRUARY 7, 2030
JACKSON COUNTY
COMMISSION #18336212

My Commission Expires: 2/7/30

ACKNOWLEDGEMENT

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this _____ day of _____, 2026, before me personally appeared Christine Cates, to me personally known, who, being by me duly sworn, did say that she is the City Administrator of the City of Blue Springs, Missouri, and that said instrument was signed by Christine Cates on behalf of the City pursuant to due authority vested in such person and said individual acknowledged said instrument to be the free act and deed of said City.

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

_____
Notary Public in and for said State
Commission Expires: _____

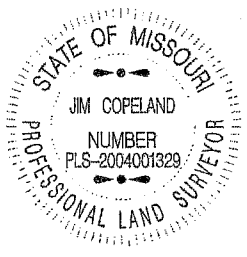
PERMANENT RIGHT OF WAY LEGAL DESCRIPTION:

ALL THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION THIRTEEN (13), TOWNSHIP FORTY-EIGHT (48) NORTH, RANGE THIRTY-ONE (31) WEST OF THE FIFTH PRINCIPAL MERIDIAN, ALL IN THE CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A REBAR WITH YELLOW PLASTIC CAP MARKED LS 2143 FOUND AT THE NORTHWEST CORNER OF LOT ONE (1) OF SAID "CHAPMAN WOODS, LOTS 1-3";
THENCE S 88° 01' 01" E, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, SAID LINE ALSO BEING THE COMMON LINE BETWEEN SAID "CHAPMAN WOODS, LOTS 1-3" AND "SOUTHGATE HILLS - 9TH PLAT" RECORDED AS DOCUMENT NUMBER 199511389835, A DISTANCE OF 498.61 FEET TO A REBAR WITH 3-1/2" ALUMINUM CAP MARKED LAMP RYNEARSON FOUND AT THE MOST NORTHERLY NORTHEAST CORNER OF SAID "CHAPMAN WOODS, LOTS 1-3";
THENCE S 01° 58' 35" W, ALONG THE EAST LINE OF SAID "CHAPMAN WOODS, LOTS 1-3", A DISTANCE OF 65.77 FEET TO A FOUND 3-1/2" ALUMINUM CAP MARKED LAMP RYNEARSON;
THENCE CONTINUING ALONG SAID EAST LINE OF SAID "CHAPMAN WOODS, LOTS 1-3" ON A CURVE TO THE LEFT AN ARC DISTANCE OF 297.70 FEET, A RADIUS OF 470.00 FEET, A CHORD BEARING OF S 16° 10' 09" E AND A CHORD DISTANCE OF 292.75 FEET TO A FOUND 3-1/2" ALUMINUM CAP MARKED LAMP RYNEARSON;
THENCE CONTINUING ALONG SAID EAST LINE OF SAID "CHAPMAN WOODS, LOTS 1-3" ON A CURVE TO THE RIGHT AN ARC DISTANCE OF 243.67 FEET, A RADIUS OF 1030.00 FEET, A CHORD BEARING OF S 27° 32' 14" E AND A CHORD DISTANCE OF 243.11 FEET TO A POINT ON THE EAST LINE OF A PROPOSED RIGHT OF WAY FOR S.W. 12TH STREET, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE ALONG SAID PROPOSED EAST RIGHT OF WAY LINE ON A CURVE TO THE RIGHT AN ARC DISTANCE OF 151.46 FEET, A RADIUS OF 345.00 FEET, A CHORD BEARING OF S 16° 34' 39" E AND A CHORD DISTANCE OF 150.24 FEET TO THE EAST LINE OF SAID "CHAPMAN WOODS, LOTS 1-3";
THENCE ALONG SAID EAST LINE OF SAID "CHAPMAN WOODS, LOTS 1-3" ON A CURVE TO THE LEFT AN ARC DISTANCE OF 150.38 FEET, A RADIUS OF 1030.00 FEET, A CHORD BEARING OF N 16° 34' 39" W AND A CHORD DISTANCE OF 150.24 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 556 SQUARE FEET OR 0.01 ACRES, MORE OR LESS.



DATE: 12/3/2025

JIM COPELAND, MO PLS # 2004001329 AS AGENT FOR LAND SURVEYING CORPORATION, WILSON & COMPANY, INC. ENGINEERS AND ARCHITECTS, MO CLS # 2006020653

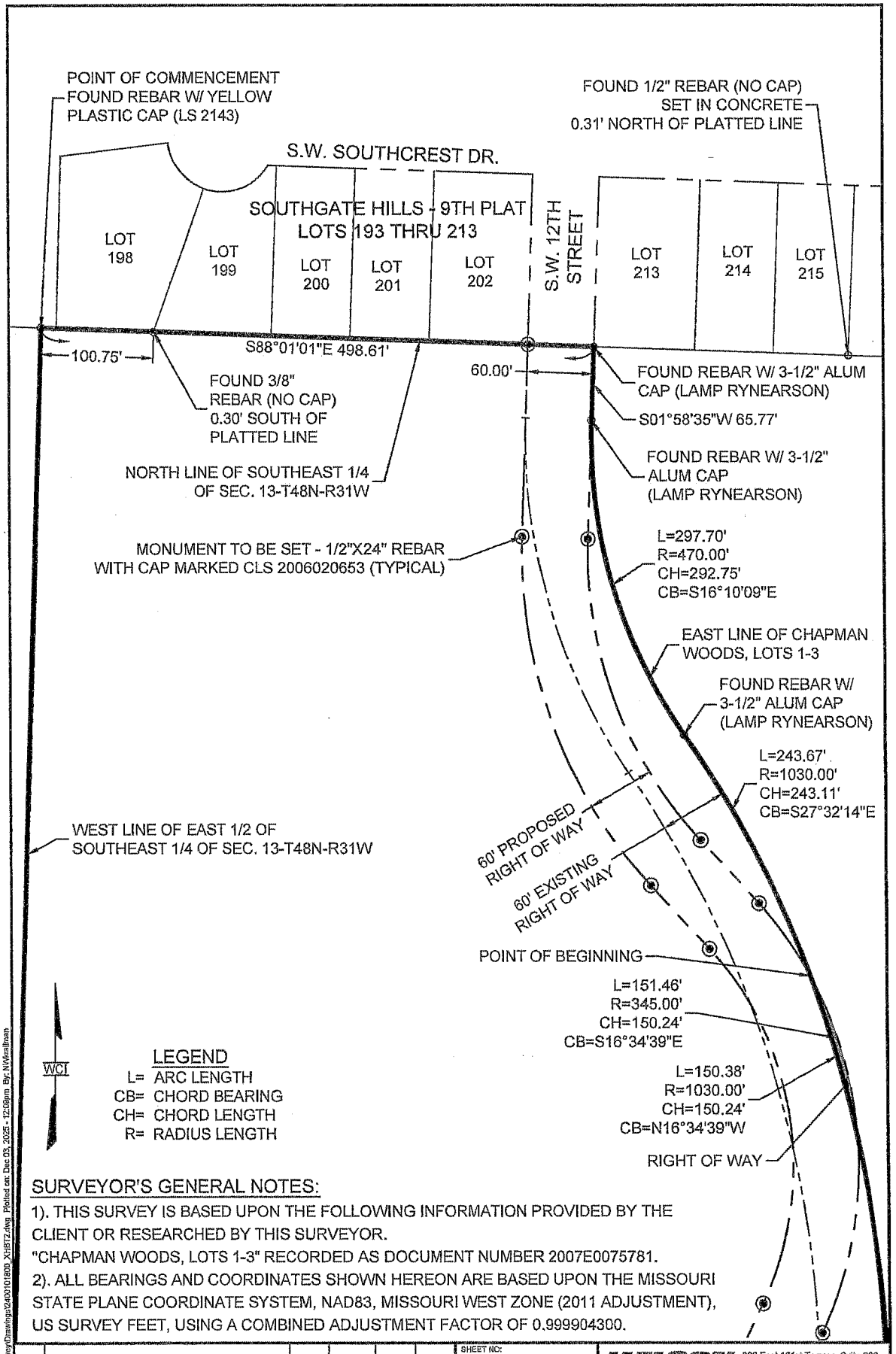
NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D

SHEET NO: 1 OF 2
SCALE:
PROJECT NO: 24-001-018-00
DRAWN BY: NWK DATE: 12/3/2025
CHECKED BY: JC 12/3/2025
APPROVED BY:

WILSON &COMPANY
800 East 101st Terrace, Suite 200
Kansas City, MO 64131
Phone: 816-701-3100
Fax: 816-942-3013

EXHIBIT FOR RIGHT OF WAY
IN EAST 1/2 OF SOUTHEAST 1/4
OF SEC. 13-T48N-R31W,
CITY OF BLUE SPRINGS,
JACKSON COUNTY, MISSOURI

W:\Projects\24001018\003_Plats\Files\Survey\Drawings\24001018003_XHBT2.dwg Plotted on: Dec 03, 2025 - 12:09pm By: NWkrallman



SURVEYOR'S GENERAL NOTES:

1). THIS SURVEY IS BASED UPON THE FOLLOWING INFORMATION PROVIDED BY THE CLIENT OR RESEARCHED BY THIS SURVEYOR.
"CHAPMAN WOODS, LOTS 1-3" RECORDED AS DOCUMENT NUMBER 2007E0075781.

2). ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, NAD83, MISSOURI WEST ZONE (2011 ADJUSTMENT), US SURVEY FEET, USING A COMBINED ADJUSTMENT FACTOR OF 0.999904300.

NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D

SHEET NO: 2 OF 2
SCALE: 1" = 100'
PROJECT NO: 24-001-018-00
DRAWN BY: NWK DATE: 12/3/2025
CHECKED BY: JC 12/3/2025
APPROVED BY:

WILSON & COMPANY
800 East 101st Terrace, Suite 200
Kansas City, MO 64131
Phone: 816-701-3100
Fax: 816-942-3013

EXHIBIT FOR RIGHT OF WAY
IN EAST 1/2 OF SOUTHEAST 1/4
OF SEC. 13-T48N-R31W,
CITY OF BLUE SPRINGS,
JACKSON COUNTY, MISSOURI

W:\Projects\24001018003_DiscipleRiverSurvey\Drawings\24001018003_XHIBIT2.dwg Plotted on: Dec 03, 2025 - 12:09pm By: NWKellman

Title of Document: Permanent Utility Easement

Date of Document: April 21, 2026

Grantors: Blue Springs Christian Church

Grantee: Blue Springs, Missouri

Mailing Address (Grantee): 903 W. Main Street, Blue Springs, Missouri 64015

Legal description:

All that part of the East half of the Southeast quarter of Section Thirteen (13), Township Forty-eight (48) North, Range Thirty-one (31) West of the Fifth Principal Median, all in the City of Blue Springs, Jackson County, Missouri.

PERMANENT UTILITY EASEMENT

THIS AGREEMENT, made this 21 day of April 2026 by and between, Blue Springs Christian Church, having an address of 7920 SW MO-7 Highway, Blue Springs, Missouri 64014-5704, owner of the property herein described, hereinafter known as the Grantor and party of the first part, and Blue Springs, Missouri, a political subdivision of the State of Missouri, hereinafter known as the Grantee and party of the second part.

GRANTEE'S ADDRESS: 903 West Main Street, Blue Springs, Missouri 64015

WITNESSETH: Grantor, in consideration of the sum of $1.00, to be paid by the City of Blue Springs, the receipt of which is hereby acknowledged, do by these presents convey, remise, release and quitclaim unto said party of the second part, the following described temporary construction easement in real estate in the County of Jackson, State of Missouri, to wit:

> A perpetual and permanent utility easement for the construction, improvement, reconstruction and maintenance of utilities, including but not limited to, the use of conduits, water, gas, sewer pipes, poles, wires, surface drainage facilities, ducts, cables on, over, along, across, and under the lots, tracts, or parcels of land lying, being and situated in the County of Jackson, and the State of Missouri, as legally described in Exhibit A which is attached hereto and incorporated herein; and

Grantor agrees not to obstruct or interfere with **Grantee's** use and enjoyment of the Easement areas granted hereunder by any means, including, without limitation, obstructing or interfering with the operation, maintenance or access to the street, roadway, thoroughfare, storm sewers, underground pipe, manholes, catch basins, concrete drainage ways, open water ways, and all necessary appurtenances thereto, by erecting, or causing or allowing to be erected, any building or structure on said Easement.

It is expressly agreed to by the **Grantor** that the **Grantee** may, in the **Grantee's** absolute discretion, and without prior notification to the **Grantor**, assign or transfer any and all of its rights under this Easement. Such assignment or transfer shall not otherwise affect any rights granted by the **Grantor** pursuant to this Easement.

Grantor further states that it is lawfully seized of title to the land through which said Easement is granted and that it has good and lawful right to convey said easement to the **Grantee** herein.

THIS GRANT shall, at all times be deemed to be and shall be, a continuing covenant running with the land and shall be binding upon the successors and assigns of the **Grantor**.

TO HAVE AND TO HOLD the same, with all rights privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its successors and assigns; the said parties of the first part hereby covenants that it is lawfully seized of an indefeasible estate in fee in the premises from which the permanent utility easement is herein conveyed and that it has good right to convey the same.

IN WITNESS WHEREOF, the said Grantor (s) executed the above on _____, 2026.

By: _____
David Judd, Executive Pastor

By _____

Christine Cates, City Administrator

ACKNOWLEDGEMENT BY CORPORATION

STATE OF MISSOURI
COUNTY OF JACKSON

On this 21st day of April, 2026 appeared David Judd, Member, personally known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed.

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

Ashley Herron
Notary Public ASHLEY HERRON

ASHLEY HERRON
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES FEBRUARY 7, 2030
JACKSON COUNTY
COMMISSION #18336212

My Commission Expires: 2/7/30

ACKNOWLEDGEMENT

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this _____ day of _____, 2026, before me personally appeared Christine Cates, to me personally known, who, being by me duly sworn, did say that she is the City Administrator of the City of Blue Springs, Missouri, and that said instrument was signed by Christine Cates on behalf of the City pursuant to due authority vested in such person and said individual acknowledged said instrument to be the free act and deed of said City.

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

_____
Notary Public in and for said State
Commission Expires: _____

EXHIBIT A

Legal Description of Permanent Utility Easement

The tract of land contains 3,493 square feet or 0.08 acres, more or less.

All that part of the East half of the Southeast quarter of Section Thirteen (13), Township Forty-eight (48) North, Range Thirty-one (31) West of the Fifth Principal Median, all in the City of Blue Springs, Jackson County, Missouri.

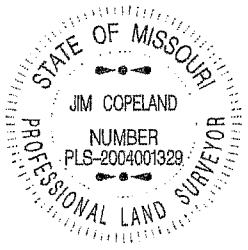
PERMANENT EASEMENT LEGAL DESCRIPTION:

ALL THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION THIRTEEN (13), TOWNSHIP FORTY-EIGHT (48) NORTH, RANGE THIRTY-ONE (31) WEST OF THE FIFTH PRINCIPAL MERIDIAN, ALL IN THE CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A REBAR WITH YELLOW PLASTIC CAP MARKED LS 2143 FOUND AT THE NORTHWEST CORNER OF LOT ONE (1) OF SAID "CHAPMAN WOODS, LOTS 1-3";
THENCE S 88° 01' 01" E, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, SAID LINE ALSO BEING THE COMMON LINE BETWEEN SAID "CHAPMAN WOODS, LOTS 1-3" AND "SOUTHGATE HILLS - 9TH PLAT" RECORDED AS DOCUMENT NUMBER 1995I1389835, A DISTANCE OF 498.61 FEET TO A REBAR WITH 3-1/2" ALUMINUM CAP MARKED LAMP RYNEARSON FOUND AT THE MOST NORTHERLY NORTHEAST CORNER OF SAID "CHAPMAN WOODS, LOTS 1-3";
THENCE S 01° 58' 35" W, ALONG THE EAST LINE OF SAID "CHAPMAN WOODS, LOTS 1-3", A DISTANCE OF 65.77 FEET TO A FOUND 3-1/2" ALUMINUM CAP MARKED LAMP RYNEARSON;
THENCE CONTINUING ALONG SAID EAST LINE OF SAID "CHAPMAN WOODS, LOTS 1-3" ON A CURVE TO THE LEFT AN ARC DISTANCE OF 297.70 FEET, A RADIUS OF 470.00 FEET, A CHORD BEARING OF S 16° 10' 09" E AND A CHORD DISTANCE OF 292.75 FEET TO A FOUND 3-1/2" ALUMINUM CAP MARKED LAMP RYNEARSON;
THENCE CONTINUING ALONG SAID EAST LINE OF SAID "CHAPMAN WOODS, LOTS 1-3" ON A CURVE TO THE RIGHT AN ARC DISTANCE OF 172.37 FEET, A RADIUS OF 1030.00 FEET, A CHORD BEARING OF S 29° 31' 14" E AND A CHORD DISTANCE OF 172.17 FEET TO THE POINT OF BEGINNING;

THENCE LEAVING SAID EAST LINE OF SAID "CHAPMAN WOODS, LOTS 1-3" ON A CURVE TO THE RIGHT AN ARC DISTANCE OF 300.66 FEET, A RADIUS OF 360.00 FEET, A CHORD BEARING OF S 16° 34' 39" E AND A CHORD DISTANCE OF 292.00 FEET TO A POINT ON THE EAST LINE OF SAID "CHAPMAN WOODS, LOTS 1-3";
THENCE ALONG SAID EAST LINE OF SAID "CHAPMAN WOODS, LOTS 1-3" ON A CURVE TO THE LEFT AN ARC DISTANCE OF 71.31 FEET, A RADIUS OF 1030.00 FEET, A CHORD BEARING OF N 10° 24' 42" W AND A CHORD DISTANCE OF 71.29 FEET TO THE EAST LINE OF A PROPOSED RIGHT OF WAY FOR S.W. 12TH STREET;
THENCE ALONG SAID EAST PROPOSED RIGHT OF WAY LINE ON A CURVE TO THE LEFT AN ARC DISTANCE OF 151.46 FEET, A RADIUS OF 345.00 FEET, A CHORD BEARING OF N 16° 34' 39" W AND A CHORD DISTANCE OF 150.24 FEET TO A POINT ON THE EAST LINE OF SAID "CHAPMAN WOODS, LOTS 1-3";
THENCE ALONG SAID EAST LINE OF SAID "CHAPMAN WOODS, LOTS 1-3" ON A CURVE TO THE LEFT AN ARC DISTANCE OF 71.31 FEET, A RADIUS OF 1030.00 FEET, A CHORD BEARING OF N 22° 44' 35" W AND A CHORD DISTANCE OF 71.29 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 3,493 SQUARE FEET OR 0.08 ACRES, MORE OR LESS.



DATE: 12/3/2025

JIM COPELAND, MO PLS # 2004001329 AS AGENT FOR LAND SURVEYING CORPORATION, WILSON & COMPANY, INC. ENGINEERS AND ARCHITECTS, MO CLS # 2006020653

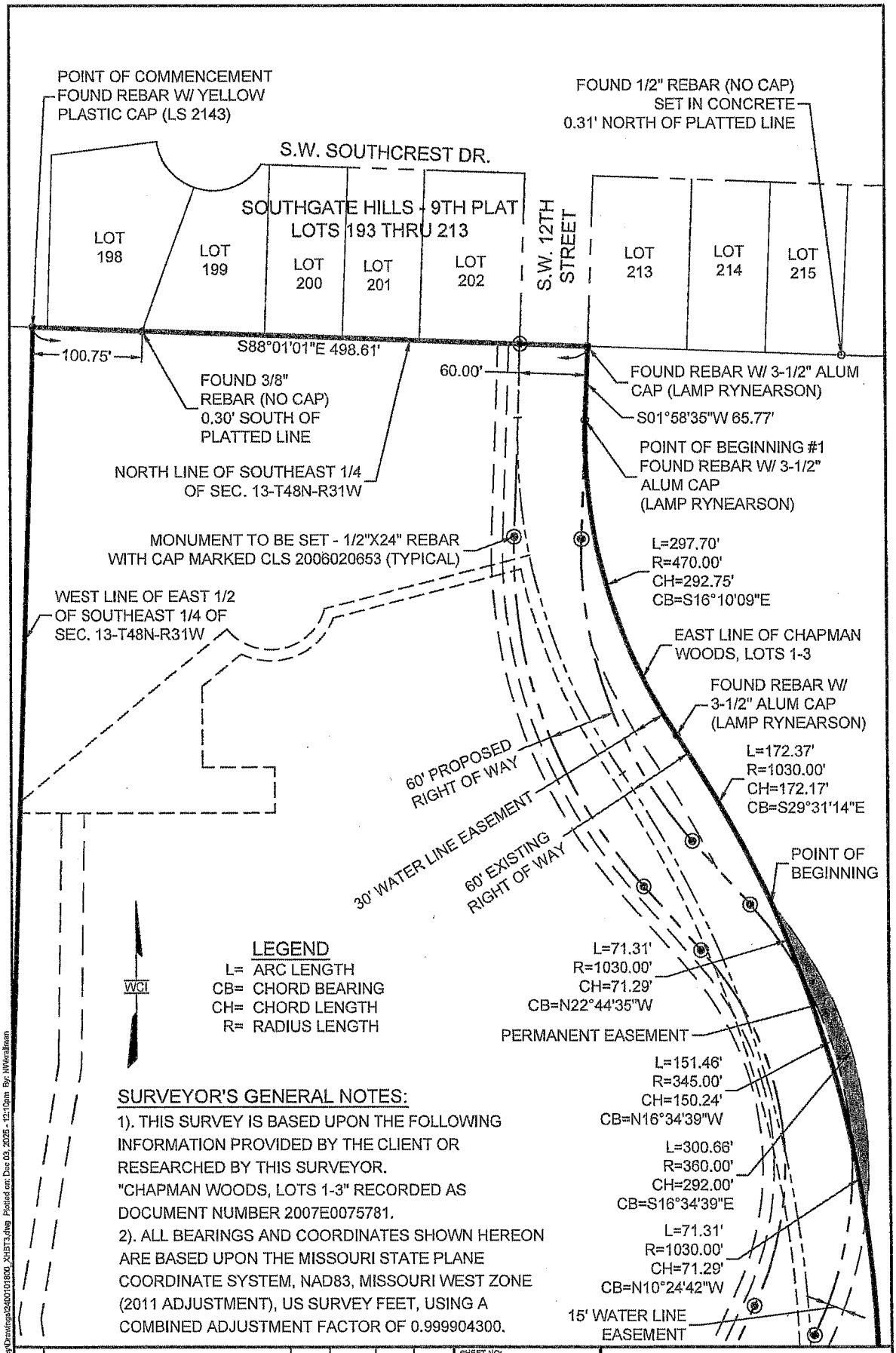
NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D

SHEET NO: 1 OF 2
SCALE:
PROJECT NO: 24-001-018-00
DRAWN BY: NWK DATE: 12/3/2025
CHECKED BY: JC 12/3/2025
APPROVED BY:

WILSON & COMPANY
800 East 101st Terrace, Suite 200
Kansas City, MO 64131
Phone: 816-701-3100
Fax: 816-942-3013

EXHIBIT FOR PERMANENT EASEMENT IN EAST 1/2 OF SOUTHEAST 1/4 OF SEC. 13-T48N-R31W, CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI

W:\Projects\24001018003_Disciplines\Survey\Drawings\24001018003_XHIBIT3.dwg Plotted on: Dec 03, 2025 - 12:10pm By: NWallaman



SURVEYOR'S GENERAL NOTES:

1). THIS SURVEY IS BASED UPON THE FOLLOWING INFORMATION PROVIDED BY THE CLIENT OR RESEARCHED BY THIS SURVEYOR. "CHAPMAN WOODS, LOTS 1-3" RECORDED AS DOCUMENT NUMBER 2007E0075781.

2). ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, NAD83, MISSOURI WEST ZONE (2011 ADJUSTMENT), US SURVEY FEET, USING A COMBINED ADJUSTMENT FACTOR OF 0.999904300.

NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D

SHEET NO: 2 OF 2
SCALE: 1" = 100'
PROJECT NO: 24-001-018-00
DRAWN BY: NWK DATE: 12/3/2025
CHECKED BY: JC 12/3/2025
APPROVED BY:

WILSON & COMPANY
800 East 101st Terrace, Suite 200
Kansas City, MO 64131
Phone: 816-701-3100
Fax: 816-942-3013

EXHIBIT FOR PERMANENT EASEMENT
IN EAST 1/2 OF SOUTHEAST 1/4
OF SEC. 13-T48N-R31W,
CITY OF BLUE SPRINGS,
JACKSON COUNTY, MISSOURI

W:\Projects\24001018000_Disciplines\Survey\Drawings\24001018000_XHBT3.dwg Plotted on: Dec 03, 2025 - 12:10pm By: NWrallsen

Title of Document: Permanent Easement

Date of Document: _____, 2026

Grantors: Blue Springs Christian Church

Grantee: Blue Springs, Missouri

Mailing Address (Grantee): 903 W. Main Street, Blue Springs, Missouri 64015

Legal description:

All that part of "Chapman Woods, Lots 1-3" recorded as Document Number 2007E0075781, and Part of the East Half of the Southern Quarter of Section Thirteen (13), Township Forty-eight (48) North, Range Thirty-one (31) of the Fifth Principal Meridian, all in the City of Blue Springs, Jackson County, Missouri.

PERMANENT CONSTRUCTION EASEMENT

THIS AGREEMENT, made this _____ day of _____ 2026 by and between, Blue Springs Christian Church, having an address of 7920 SW MO-7 Highway, Blue Springs, Missouri 64014-5704, owner of the property herein described, hereinafter known as the Grantor and party of the first part, and Blue Springs, Missouri, a political subdivision of the State of Missouri, hereinafter known as the Grantee and party of the second part.

GRANTEE'S ADDRESS: 903 West Main Street, Blue Springs, Missouri 64015

WITNESSETH: Grantor, in consideration of the sum of Zero Dollars., to be paid by the City of Blue Springs, the receipt of which is hereby acknowledged, do by these presents convey, remise, release and quitclaim unto said party of the second part, the following described permanent construction easement in real estate in the County of Jackson, State of Missouri, to wit:

A perpetual and permanent construction easement for the construction, improvement, reconstruction and maintenance of city infrastructure, including but not limited to, construction of roadways, maintenance or access to the street, roadway, thoroughfare, storm sewers, underground pipe, manholes, catch basins, concrete drainage ways, open water ways, and all necessary appurtenances being and situated in the County of Jackson, and the State of Missouri, as legally described in Exhibit A which is attached hereto and incorporated herein; and

Grantor agrees not to obstruct or interfere with **Grantee's** use and enjoyment of the Easement areas granted hereunder by any means, including, without limitation, obstructing or interfering with the operation, maintenance or access to the street, roadway, thoroughfare, storm sewers, underground pipe, manholes, catch basins, concrete drainage ways, open water ways, and all necessary appurtenances thereto, by erecting, or causing or allowing to be erected, any building or structure on said Easement.

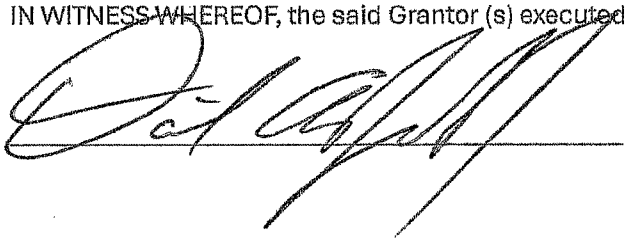
It is expressly agreed to by the **Grantor** that the **Grantee** may, in the **Grantee's** absolute discretion, and without prior notification to the **Grantor**, assign or transfer any and all of its rights under this Easement. Such assignment or transfer shall not otherwise affect any rights granted by the **Grantor** pursuant to this Easement.

Grantor further states that it is lawfully seized of title to the land through which said Easement is granted and that it has good and lawful right to convey said easement to the **Grantee** herein.

THIS GRANT shall, at all times be deemed to be and shall be, a continuing covenant running with the land and shall be binding upon the successors and assigns of the **Grantor**.

TO HAVE AND TO HOLD the same, with all rights privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its successors and assigns; the said parties of the first part hereby covenants that it is lawfully seized of an indefeasible estate in fee in the premises from which the permanent utility easement is herein conveyed and that it has good right to convey the same.

IN WITNESS WHEREOF, the said Grantor (s) executed the above on _____, 2026.

By: 

By _____

Christine Cates, City Administrator

EXHIBIT A

Legal Description of Permanent Easement

All that part of "Chapman Woods, Lots 1-3" recorded as Document Number 2007E0075781, and Part of the East Half of the Southern Quarter of Section Thirteen (13), Township Forty-eight (48) North, Range Thirty-one (31) of the Fifth Principal Meridian, all in the City of Blue Springs, Jackson County, Missouri.

PERMANENT EASEMENT #1 LEGAL DESCRIPTION:

ALL THAT PART OF "CHAPMAN WOODS, LOTS 1-3" RECORDED AS DOCUMENT NUMBER 2007E0075781, AND PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION THIRTEEN (13), TOWNSHIP FORTY-EIGHT (48) NORTH, RANGE THIRTY-ONE (31) WEST OF THE FIFTH PRINCIPAL MERIDIAN, ALL IN THE CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A REBAR WITH YELLOW PLASTIC CAP MARKED LS 2143 FOUND AT THE NORTHWEST CORNER OF LOT ONE (1) OF SAID "CHAPMAN WOODS, LOTS 1-3";
THENCE S 88° 01' 01" E, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, SAID LINE ALSO BEING THE COMMON LINE BETWEEN SAID "CHAPMAN WOODS, LOTS 1-3" AND "SOUTHGATE HILLS - 9TH PLAT" RECORDED AS DOCUMENT NUMBER 1995I1389835, A DISTANCE OF 498.61 FEET TO A REBAR WITH 3-1/2" ALUMINUM CAP MARKED LAMP RYNEARSON FOUND AT THE MOST NORTHERLY NORTHEAST CORNER OF SAID "CHAPMAN WOODS, LOTS 1-3";
THENCE S 01° 58' 35" W, ALONG THE EAST LINE OF SAID "CHAPMAN WOODS, LOTS 1-3", A DISTANCE OF 65.77 FEET TO A FOUND 3-1/2" ALUMINUM CAP MARKED LAMP RYNEARSON, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EAST LINE OF SAID "CHAPMAN WOODS, LOTS 1-3" ON A CURVE TO THE LEFT AN ARC DISTANCE OF 297.70 FEET, A RADIUS OF 470.00 FEET, A CHORD BEARING OF S 16° 10' 09" E AND A CHORD DISTANCE OF 292.75 FEET TO A FOUND 3-1/2" ALUMINUM CAP MARKED LAMP RYNEARSON;
THENCE CONTINUING ALONG SAID EAST LINE OF SAID "CHAPMAN WOODS, LOTS 1-3" ON A CURVE TO THE RIGHT AN ARC DISTANCE OF 243.67 FEET, A RADIUS OF 1030.00 FEET, A CHORD BEARING OF S 27° 32' 14" E AND A CHORD DISTANCE OF 243.11 FEET TO THE EAST LINE OF A PROPOSED RIGHT OF WAY FOR S.W. 12TH STREET;
THENCE ALONG SAID EAST PROPOSED RIGHT OF WAY LINE ON A CURVE TO THE LEFT AN ARC DISTANCE OF 79.90 FEET, A RADIUS OF 345.00 FEET, A CHORD BEARING OF N 35° 47' 20" W AND A CHORD DISTANCE OF 79.73 FEET TO A SET 1/2"X24" REBAR WITH CAP MARKED CLS 2006020653;
THENCE CONTINUING ALONG SAID EAST PROPOSED RIGHT OF WAY LINE N 42° 25' 26" W A DISTANCE OF 44.22 FEET TO THE CENTERLINE OF THE EXISTING RIGHT OF WAY FOR S.W. 12TH STREET;
THENCE ALONG SAID EXISTING RIGHT OF WAY CENTERLINE ON A CURVE TO THE LEFT AN ARC DISTANCE OF 118.21 FEET, A RADIUS OF 1000.00 FEET, A CHORD BEARING OF N 30° 55' 42" W AND A CHORD DISTANCE OF 118.14 FEET;
THENCE CONTINUING ALONG SAID EXISTING RIGHT OF WAY CENTERLINE ON A CURVE TO THE RIGHT AN ARC DISTANCE OF 110.71 FEET, A RADIUS OF 500.00 FEET, A CHORD BEARING OF N 27° 58' 18" W AND A CHORD DISTANCE OF 110.48 FEET TO THE EAST LINE OF A PROPOSED RIGHT OF WAY FOR S.W. 12TH STREET;
THENCE ALONG SAID EAST PROPOSED RIGHT OF WAY LINE ON A CURVE TO THE RIGHT AN ARC DISTANCE OF 95.10 FEET, A RADIUS OF 380.00 FEET, A CHORD BEARING OF N 05° 11' 34" W AND A CHORD DISTANCE OF 94.85 FEET TO A SET 1/2"X24" REBAR WITH CAP MARKED CLS 2006020653;
THENCE CONTINUING ALONG SAID EAST PROPOSED RIGHT OF WAY LINE N 01° 58' 35" E A DISTANCE OF 106.11 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 10,828 SQUARE FEET OR 0.25 ACRES, MORE OR LESS.

STATE OF MISSOURI
JIM COPELAND
NUMBER
PLS-2004001329
PROFESSIONAL LAND SURVEYOR

DATE: 12/3/2025

JIM COPELAND, MO PLS # 2004001329 AS AGENT FOR LAND SURVEYING CORPORATION, WILSON & COMPANY, INC. ENGINEERS AND ARCHITECTS, MO CLS # 2006020653

NO.	REVISION-DESCRIPTION	BY	DATE	CHKD	APPD

SHEET NO:	1 OF 4
SCALE:	
PROJECT NO:	24-001-018-00
DRAWN BY: NWK	DATE: 12/3/2025
CHECKED BY: JC	12/3/2025
APPROVED BY:	

WILSON & COMPANY
800 East 101st Terrace, Suite 200
Kansas City, MO 64131
Phone: 816-701-3100
Fax: 816-942-3013

EXHIBIT FOR PERMANENT EASEMENTS IN EAST 1/2 OF SOUTHEAST 1/4 OF SEC. 13-T48N-R31W, CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI

W:\Projects\24001018\00_Data\Survey\Drawings\24001018000_XBRY1.dwg Plotted on: Dec 03, 2025 - 12:11pm By: MWilliamson

PERMANENT EASEMENT #2 LEGAL DESCRIPTION:

ALL THAT PART OF "CHAPMAN WOODS, LOTS 1-3" RECORDED AS DOCUMENT NUMBER 2007E0075781, AND PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION THIRTEEN (13), TOWNSHIP FORTY-EIGHT (48) NORTH, RANGE THIRTY-ONE (31) WEST OF THE FIFTH PRINCIPAL MERIDIAN, ALL IN THE CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3-1/2" ALUMINUM CAP MARKED LAMP RYNEARSON FOUND AT THE MOST EASTERLY NORTHEAST CORNER OF SAID "CHAPMAN WOODS, LOTS 1-3", SAID POINT ALSO BEING ON THE EAST LINE OF SAID SOUTHEAST QUARTER;
THENCE N 88° 17' 35" W, ALONG THE NORTH LINE OF SAID "CHAPMAN WOODS, LOTS 1-3", A DISTANCE OF 8.58 FEET TO A 1/2"X24" REBAR WITH CAP MARKED CLS 2006020653 SET ON THE NORTH LINE OF A PROPOSED RIGHT OF WAY FOR S.W. MAJOR ROAD, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG SAID NORTH PROPOSED RIGHT OF WAY LINE ON A CURVE TO THE LEFT AN ARC DISTANCE OF 104.71 FEET, A RADIUS OF 215.00 FEET, A CHORD BEARING OF S 77° 45' 16" W AND A CHORD DISTANCE OF 103.68 FEET TO THE CENTERLINE OF THE EXISTING RIGHT OF WAY FOR S.W. MAJOR ROAD;
THENCE N 88° 17' 35" W, ALONG SAID RIGHT OF WAY CENTERLINE, A DISTANCE OF 445.37 FEET TO A POINT ON THE NORTH PROPOSED RIGHT OF WAY LINE FOR S.W. 12TH STREET;
THENCE ALONG SAID NORTH PROPOSED RIGHT OF WAY LINE ON A CURVE TO THE RIGHT AN ARC DISTANCE OF 7.62 FEET, A RADIUS OF 320.00 FEET, A CHORD BEARING OF N 44° 58' 50" W AND A CHORD DISTANCE OF 7.62 FEET TO A POINT ON THE EXISTING CENTERLINE OF THE RIGHT OF WAY FOR S.W. 12TH STREET;
THENCE N 01° 42' 26" E, ALONG SAID RIGHT OF WAY CENTERLINE, A DISTANCE OF 375.81 FEET;
THENCE CONTINUING ALONG SAID RIGHT OF WAY CENTERLINE ON A CURVE TO THE LEFT AN ARC DISTANCE OF 135.35 FEET, A RADIUS OF 1000.00 FEET, A CHORD BEARING OF N 02° 10' 13" W AND A CHORD DISTANCE OF 135.25 FEET TO A POINT ON THE EAST PROPOSED RIGHT OF WAY LINE FOR S.W. 12TH STREET;
THENCE ALONG SAID EAST RIGHT OF WAY LINE ON A CURVE TO THE LEFT AN ARC DISTANCE OF 116.86 FEET, A RADIUS OF 345.00 FEET, A CHORD BEARING OF N 05° 42' 11" E AND A CHORD DISTANCE OF 116.31 FEET TO THE EAST LINE OF SAID "CHAPMAN WOODS, LOTS 1-3";
THENCE ALONG SAID EAST LINE OF SAID "CHAPMAN WOODS, LOTS 1-3" ON A CURVE TO THE RIGHT AN ARC DISTANCE OF 253.51 FEET, A RADIUS OF 1030.00 FEET, A CHORD BEARING OF S 05° 20' 38" E AND A CHORD DISTANCE OF 252.87 FEET TO A FOUND 3-1/2" ALUMINUM CAP MARKED LAMP RYNEARSON;
THENCE S 01° 42' 26" W, CONTINUING ALONG SAID EAST LINE OF SAID "CHAPMAN WOODS, LOTS 1-3", A DISTANCE OF 331.04 FEET TO A FOUND 3-1/2" ALUMINUM CAP MARKED LAMP RYNEARSON;
THENCE ALONG THE NORTHEAST LINE OF SAID "CHAPMAN WOODS, LOTS 1-3" ON A CURVE TO THE LEFT AN ARC DISTANCE OF 39.27 FEET, A RADIUS OF 25.00 FEET, A CHORD BEARING OF S 43° 17' 34" E AND A CHORD DISTANCE OF 35.36 FEET TO A FOUND 3-1/2" ALUMINUM CAP MARKED LAMP RYNEARSON;
THENCE S 88° 17' 35" E, ALONG THE NORTH LINE OF SAID "CHAPMAN WOODS, LOTS 1-3", A DISTANCE OF 496.54 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 28,458 SQUARE FEET OR 0.65 ACRES, MORE OR LESS.

STATE OF MISSOURI
JIM COPELAND
NUMBER PLS-2004001329
PROFESSIONAL LAND SURVEYOR

DATE: 12/3/2025

JIM COPELAND, MO PLS # 2004001329 AS AGENT FOR LAND SURVEYING CORPORATION, WILSON & COMPANY, INC. ENGINEERS AND ARCHITECTS, MO CLS # 2006020653

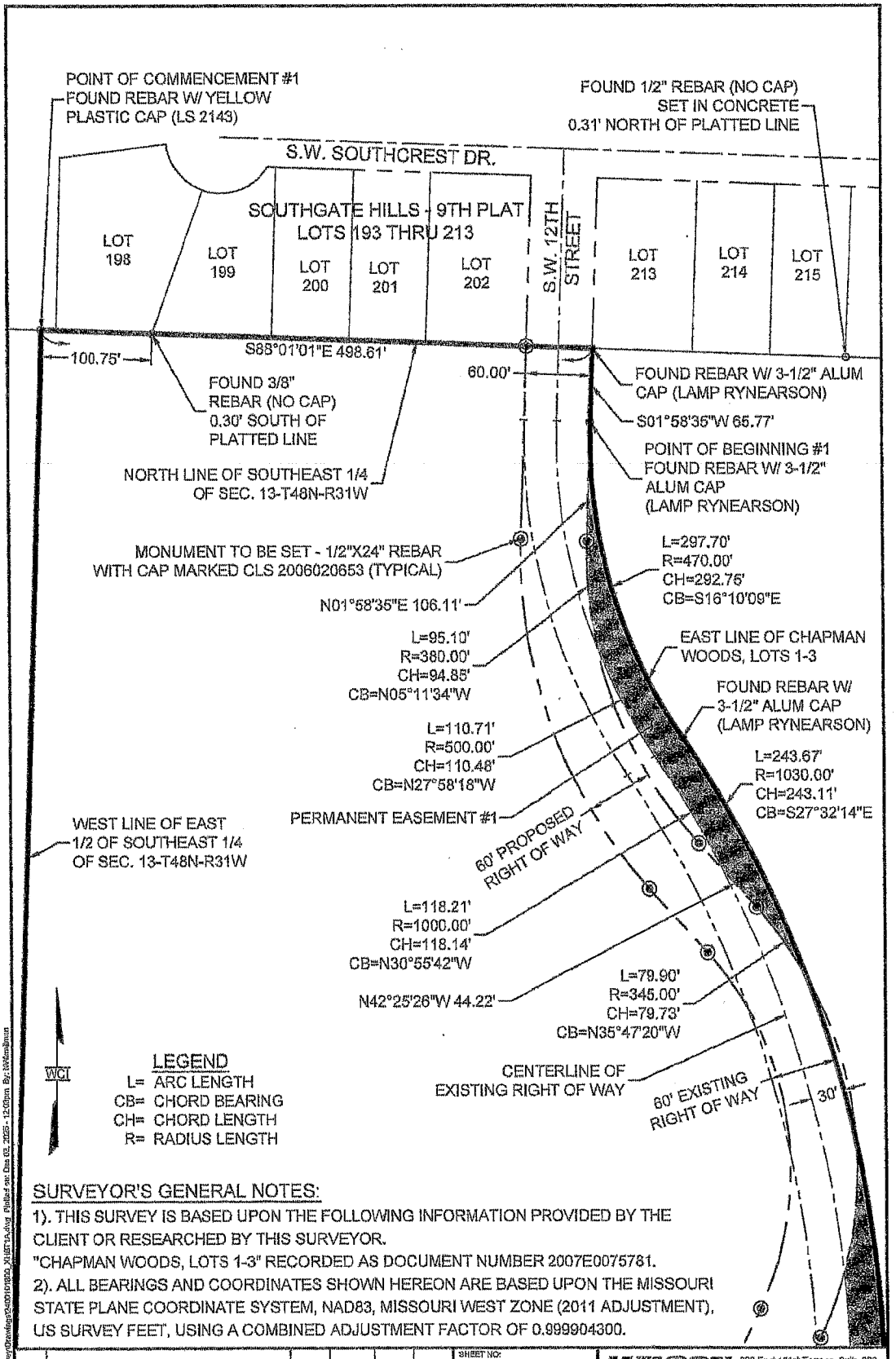
NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D

SHEET NO: 2 OF 4
SCALE:
PROJECT NO: 24-001-018-00
DRAWN BY: NWK DATE: 12/3/2025
CHECKED BY: JC 12/3/2025
APPROVED BY:

WILSON & COMPANY
800 East 101st Terrace, Suite 200
Kansas City, MO 64131
Phone: 816-701-3100
Fax: 816-942-3013

EXHIBIT FOR PERMANENT EASEMENTS IN EAST 1/2 OF SOUTHEAST 1/4 OF SEC. 13-T48N-R31W, CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI

W:\Projects\24-001\025\025_Dis\BlueSprings\Dwg\dgn\24001025_XSBT1B.dwg Plotted on: Dec 03, 2025 - 12:11pm By: NWalkman



SURVEYOR'S GENERAL NOTES:

1). THIS SURVEY IS BASED UPON THE FOLLOWING INFORMATION PROVIDED BY THE CLIENT OR RESEARCHED BY THIS SURVEYOR.
"CHAPMAN WOODS, LOTS 1-3" RECORDED AS DOCUMENT NUMBER 2007E0075781.

2). ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, NAD83, MISSOURI WEST ZONE (2011 ADJUSTMENT), US SURVEY FEET, USING A COMBINED ADJUSTMENT FACTOR OF 0.999904300.

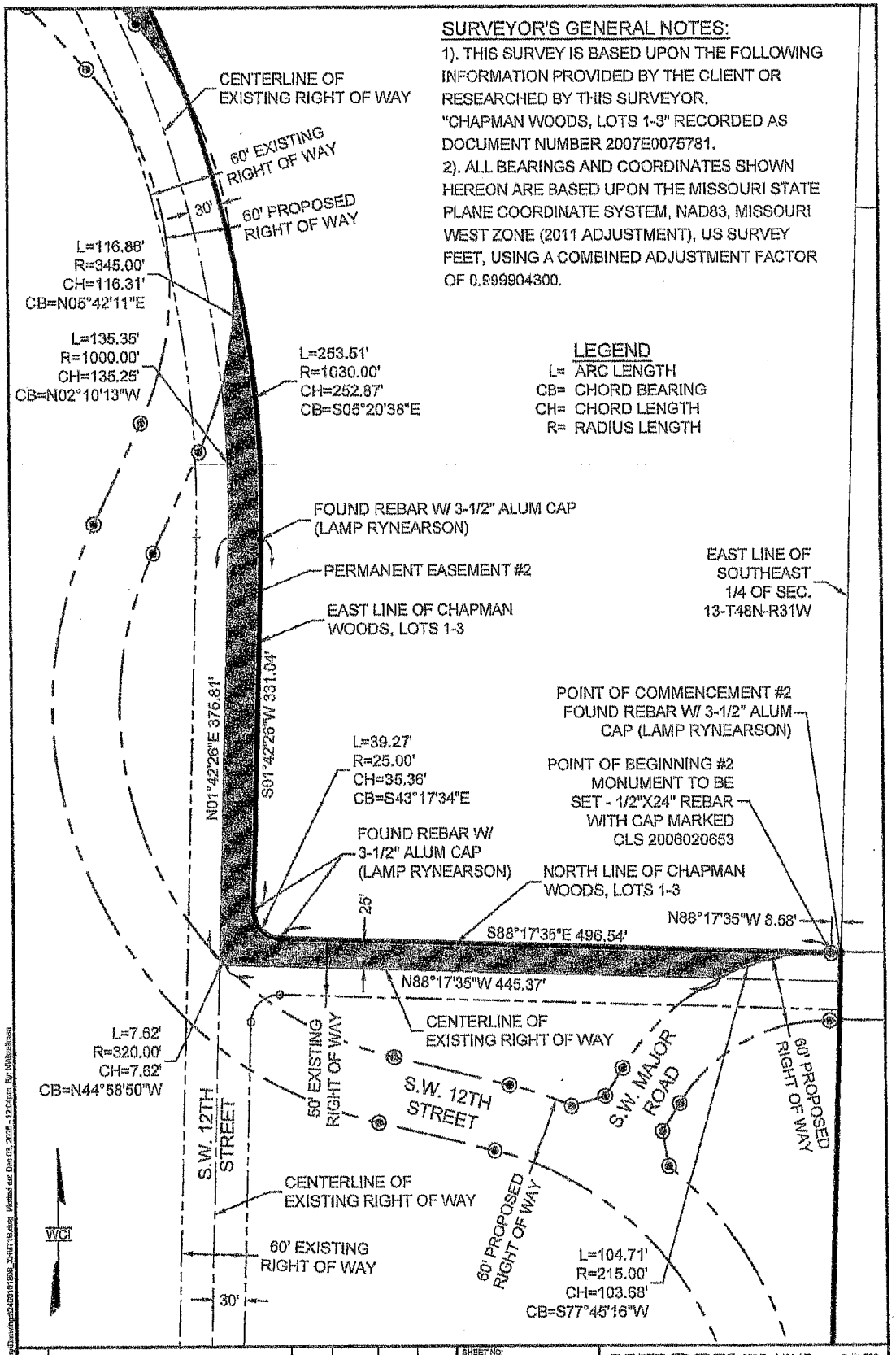
NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D

SHEET NO: 3 OF 4
SCALE: 1" = 100'
PROJECT NO: 24-001-018-00
DRAWN BY: NWK DATE: 12/3/2025
CHECKED BY: JC 12/3/2025
APPROVED BY:

WILSON & COMPANY
800 East 101st Terrace, Suite 200
Kansas City, MO 64131
Phone: 816-781-3100
Fax: 816-942-3013

EXHIBIT FOR PERMANENT EASEMENTS
IN EAST 1/2 OF SOUTHEAST 1/4
OF SEC. 13-T48N-R31W,
CITY OF BLUE SPRINGS,
JACKSON COUNTY, MISSOURI

M:\Projects\24001018\00_Discipline\Survey\Drawings\24001018000_XHIBIT-A.dwg Plotted on: Dec 03, 2025 - 12:03pm By: tmeshaw



NO.	REVISION-DESCRIPTION	BY	DATE	CHKD	APP'D

SHEET NO:	4 OF 4
SCALE:	1" = 100'
PROJECT NO:	24-001-016-00
DRAWN BY: NWK	DATE: 12/3/2025
CHECKED BY: JC	12/3/2025
APPROVED BY:	

WILSON & COMPANY
800 East 101st Terrace, Suite 200
Kansas City, MO 64131
Phone: 816-701-3100
Fax: 816-942-3013

EXHIBIT FOR PERMANENT EASEMENTS IN EAST 1/2 OF SOUTHEAST 1/4 OF SEC. 13-T48N-R31W, CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI

W:\Projects\24001016\800_Disciplines\Survey\Drawings\24001016SD_ROW_Exhibit.dwg Plotted on: Dec 03, 2025 - 12:04pm By: NWatchman

Council Meeting Date: July 6, 2026

Agenda Item #: 22

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: June 15, 2026

ITEM TYPE: Contract

SUBMITTED BY: Justin Stuart

CONTRACT NUMBER:

DEPARTMENT: Parks and Recreation

STRATEGIC PLAN PRIORITY: Community Identity

ITEM DESCRIPTION

Approval of a contract with Mid-America Regional Council (MARC) for reimbursement to continue meal preparation for congregate meals and homebound meals and meal delivery for homebound recipients as well as continuing to provide site transportation via OATS Inc to and from Vesper Hall. This contract will also include evidence-based programming and the administration of Vesper Hall. This contract is not to exceed $248,250.

BACKGROUND

Historically, MARC has contracted with the City of Blue Springs to allow hot meals to be served to congregate recipients at Vesper Hall in addition to homebound residents in Blue Springs. Additionally, this contract included transportation to and from Vesper Hall Monday-Friday. All food is purchased by the City of Blue Springs and MARC will reimburse the City at a rate of $6.07 per home-delivered meal, not to exceed $40,000,

and $5.91 per congregate meal served, not to exceed $124,310. The City will also receive reimbursements from MARC per rider on the Oats bus at $6.50 per one-way trip per person and $4.00 per meal delivered, not to exceed $42,940.

Vesper Hall regularly offers evidenced based programming as part of its yearly programming. MARC will reimburse Vesper $5,000 for these programs based upon the number of participants who complete the program. MARC will also reimburse the City $36,000 for the administration of Vesper Hall.

FINANCIAL IMPACT

INFORMATION	DETAIL
Contractor:	Mid-America Regional Council
Amount of Request/ Contract:	$248,250 – reimbursement from MARC
Amount Budgeted:	$248,250
Budget Year:	FY 2026-2027
Funding Source/Account #:	100-45000-520156-EVIDENCE 100-45000-520162–MEALS 100-45000-530380–MARC-TRANSPT 100-45000-530900–TRN-PER
Account Balance:	$$360 – 100-45000-520156-EVIDENCE $127,904 – 100-45000-520162–MEALS $3,000 – 100-45000-530380–MARC-TRANSPT $65,280 – 100-45000-530900 – TRN-PER Date: 6/25/2026
Revenue to be Received:	$248,250
Revenue Account No.	$36,000 – 100-00000-420120 MARC – CENTER $164,310 – 100-00000-420120 MARC – MEALS $25,000 – 100-00000-420120 MARC – TRNSPT $17,940 – 100-00000-420120 MARC – TRN PER $5,000 – 100-00000-420120 MARC - EVIDENC

PROJECT TIMELINE

INFORMATION	DETAIL
Estimated Start Date	July 1, 2026
Estimated End Date	June 30, 2027
Years and Months Contract in effect	12 months
Number of times renewable	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Ordinance with contract attached as Attachment A.

REVIEWED BY

Requesting Director: Justin Stuart

Legal: Jennifer Baird

Administration: George Schmitz

City Administrator: Christine Cates

Budget: Lori Turner

SUPPORTING DOCUMENTS

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

IRS Form W-9	N/A	December 16, 2025
Bid/RFP/RFQ and Tabulation	N/A	
Bid Waiver: (less than three bids)	N/A	
Contractor address and email:	Yes	600 Broadway Blvd #200 Kansas City, MO 64105 tboston@marc.org
Project Exemption Certificate needed:	N/A	

Introduced by Councilmember _____ BILL 5417

ORDINANCE_____

AN ORDINANCE APPROVING A CONTRACT BETWEEN THE CITY OF BLUE SPRINGS AND MID-AMERICA REGIONAL COUNCIL (MARC) FOR CONGREGATE AND HOMEBOUND MEAL PREPARATION, SITE TRANSPORTATION VIA OATS INC, AND THE ADMINISTRATION OF VESPER HALL

WHEREAS, the City of Blue Springs has contracted with the Mid-America Regional Council (MARC) to allow for hot meals to be served to congregate recipients at Vesper Hall in addition to homebound residents in Blue Springs; and

WHEREAS, food is purchased by the City of Blue Springs and MARC will reimburse the City at a rate of $6.07 per homebound meal prepared and $5.91 per congregate meal prepared; and

WHEREAS, this contract also includes site transportation to and from Vesper Hall, Monday through Friday; and

WHEREAS, the City will be reimbursed $6.50 per one-way rider and $4.00 per meal delivered; and

WHEREAS, this contract includes a $36,000 grant for the administration of Vesper Hall; and

WHEREAS, this contract also includes $5,000 reimbursement for evidence-based programming.

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

Section 1. The City Administrator is hereby authorized to enter into a contract between

the City of Blue Springs and Mid-America Regional Council (MARC) for congregate and homebound meal preparation, site transportation via OATS Inc, administration of Vesper Hall, and reimbursement for yearly programming in the amount of $248,250.00. A copy of the contract is attached hereto as Attachment "A" and is incorporated herein.

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

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 6th day of July 2026.

CITY OF BLUE SPRINGS

_____

Chris Lievsay, Mayor

ATTEST:

_____

Erin Ford, City Clerk

1st Reading: _____

2nd Reading: _____

ATTACHMENT A

AGREEMENT

Contract #01770-CoBS-27

This Agreement ("**Agreement**"), entered into as of this First day of July, 2026, is by and between the City of Blue Springs (hereinafter referred to as "**Contractor**") with offices located at 903 West Main, Blue Springs, Missouri, and Mid-America Regional Council (hereinafter referred to as "**MARC**"), with offices located at 600 Broadway, Suite 200, Kansas City, Missouri.

WITNESSETH THAT:

WHEREAS, MARC has been designated by the Missouri Department of Health and Senior Services, Division of Senior and Disability Services, to serve as the Area Agency on Aging (AAA) for the counties of Cass, Clay, Jackson, Platte and Ray in Missouri (herein the Planning and Service Area or "**PSA**") for the purpose of delivering programs and services funded by the Older Americans Act ("**OAA"**) and other sources, which programs and services include the establishment and oversight of networks of home and community-based services to facilitate the ability of older adults and individuals with disabilities to live independently within their own homes and prevent premature institutionalizations;

WHEREAS, in connection therewith, MARC annually enters into an Area Agency on Aging Services contract with the State of Missouri, Department of Health and Senior Services, (herein the "**AAA Agreement**") which sets forth the obligations of MARC as the AAA for the PSA and may be updated and superseded from time to time;

WHEREAS MARC's obligations under the AAA Agreement are further delineated in the state fiscal year (SFY) Area Plan, as the same may be updated and superseded from time to time, herein the "**Area Plan**") (MARC's obligations under the AAA Agreement and Area Plan herein collectively referred to as the "**AAA Services**");

WHEREAS MARC has prepared and maintains the *MARC Aging and Adult Services Policies & Procedures Manual – Programs Funded by Older Americans Act* (OAA) (herein the "**Manual**") to outline the rules and regulations that guide MARC and all providers and contractors retained or funded by MARC (as well as any subcontractors hired by such providers and contractors) to deliver AAA Services. A copy of the most recent version, and any subsequent updated version; can be found at https://marc.org/media/691;

WHEREAS MARC wishes to retain the services of Contractor for the purpose of providing certain of the AAA Services as more specifically set forth herein (the "**Contractor Services**"); and

WHEREAS, the Contractor warrants that it is capable of providing the Contractor Services and wishes to provide such on the terms and conditions of this Agreement.

NOW THEREFORE, the parties hereto do agree as follows:

1. DOCUMENTS INCORPORATED BY REFERENCE

MARC and Contractor acknowledge and agree that the *MARC Aging and Adult Services Policies & Procedures Manual – Programs Funded by Older Americans Act* (OAA) is hereby incorporated into and made a part of this Agreement by this reference as though fully set forth herein.

MARC shall provide Contractor with not less than thirty (30) days' written notice of any material modification to the *MARC Aging and Adult Services Policies & Procedures Manual – Programs Funded by Older Americans Act* (OAA).

2. SCOPE OF SERVICES

Contractor shall do, perform, and carry out in a satisfactory and proper manner, as determined by MARC, the following Contractor Services: community center services, which include the following components:

(a) Community Center Services Administration

(b) Transportation services to and from the center

(c) Home Delivered Meal Delivery

(d) On-Site Meal Preparation, Congregate and Home Delivered Meals

(e) Evidence-Based Disease Prevention/Health Promotion Programs

All components are defined in "**Program Requirements**" of the MARC Aging and Adult Services Policies & Procedures Manual, (hereinafter referred to as the "**Manual**"), including all revisions to the Manual, as it may be revised from time to time following the execution of this Agreement. The above-mentioned Program Requirements of the Manual are incorporated by reference hereto as if fully set out herein. Contractor agrees to comply with and abide by all applicable provisions of the Manual. The Manual is located at the following web address: https://www.marc.org/media/691 .

All services shall be carried out at Vesper Hall, 400 NW Vesper, Blue Springs, Missouri.

3. TIME OF PERFORMANCE

(a) Term - Contractor shall begin performing the Contractor Services as of July 1, 2026 and shall work diligently to perform its obligations under the Agreement to the satisfaction of MARC, in accordance with the terms provided herein, by June 30, 2027.

(b) Extension of Term - The time frame for the provision of the services under this Agreement may be extended at MARC's sole discretion.

4. COMPENSATION

(a) Maximum Obligation - Contractor and MARC expressly understand and agree that in no event will the total compensation paid under this agreement exceed the amounts for each type of service, as listed on **Exhibit A** attached hereto, which shall constitute full and complete compensation for Contractor's services hereunder.

(b) Method and Time of Payment - Payment shall be made in the following manner: Contractor shall submit monthly invoices, including appropriate documentation, to MARC, no later than the fifth working day following the end of each month. MARC shall reimburse Contractor for all undisputed amounts within thirty (30) calendar days after the receipt of each invoice. Contractor shall maintain complete records of all costs incurred under this agreement. All such records shall be maintained on a generally accepted accounting basis for a minimum period of five (5) years after final payment is made under this Agreement and shall be clearly identifiable and readily accessible to authorized representatives of MARC for inspection and audit.

5. COMPLIANCE WITH AAA AGREEMENT, CHANGES AND ADDITIONAL SERVICES

(a) Compliance with AAA Agreement. The parties acknowledge and agree that the AAA Agreement requires that MARC ensure that any and all sub awardees and/or subcontractors agree to comply with all requirements of the AAA Agreement. Accordingly, the AAA Agreement and Area Plan are hereby incorporated by reference as if here fully set forth, and Contractor agrees to comply with all requirements thereof to the extent that such may apply to the performance of the Contractor Services.

(b) Entire Agreement. This Agreement, together with the AAA Agreement, Area Plan, Manual, and any exhibits or schedules attached hereto or referenced herein constitutes the entire agreement between MARC and Contractor, and it may not be amended or altered in any way except by a written amendment signed by both parties to this Agreement.

6. LIQUIDATED DAMAGES

In the event that Contractor fails to perform as agreed in any respect, Contractor shall be liable to MARC for any and all additional costs that may be incurred by MARC in securing another contractor to complete the performance, as liquidated damages and not as a penalty. The delivery of programs related to the AAA Services will be impaired or halted in the event Contractor fails to perform. MARC may withhold any payments due to the Contractor for the purpose of setoff. If MARC has a reasonable belief that Contractor has been overpaid, or if MARC has a reasonable belief that MARC will incur expenses or suffer damages through the termination of this Agreement, MARC may withhold amounts which it reasonably believes will compensate MARC for known or anticipated expenses or damages. If MARC withholds funds as payment for known or anticipated expenses or damages, any excess amount which MARC withholds will be released to Contractor within thirty (30) days after MARC learns that the amount which it has withheld is in excess of the amount necessary to compensate for expense and/or damages incurred by MARC.

7. REQUIRED TERMINATION PROVISIONS

(a) MARC Discretion. MARC, in its sole discretion, may terminate the obligations of each party under this Agreement, in whole or in part, effective immediately upon providing written notification to the Agreement if:

i. The AAA Agreement is terminated; or

ii. State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this Agreement; or

iii. A change in federal or state law relevant to this Agreement occurs; or

iv. A material change of the parties to the Agreement occurs; or

v. By request of the Contractor.

(b) For Convenience. Each party under this Agreement may terminate the Agreement, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice:

i. MARC will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.

ii. The Contractor shall provide written notice to MARC at least sixty (60) calendar days prior to the effective date of such termination.

iii. In the event of termination, MARC may exercise the rights set forth in 2 CFR § 200.315(b) to reproduce, publish, or otherwise use copyrighted material prepared, furnished or completed by the Contractor pursuant to the terms of the Agreement, and may authorize others to do the same. MARC may also exercise the rights set forth in 2 CFR § 200.315(d) to obtain, reproduce, or otherwise use the data prepared, furnished, or produced by the Contractor pursuant to the terms of the Agreement, and may authorize others to do the same. The Contractor shall be entitled to receive compensation for services and/or supplies performed in accordance with the Agreement.

(c) Default. In the event there is a default with respect to any of the provisions of this Agreement or the obligations under it, the non-defaulting party shall give the defaulting party written notice of such default. After receipt of such written notice, the defaulting party shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the defaulting party shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the defaulting party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion, not to exceed a total of sixty (60) days. The non-defaulting party may not maintain any action or effect any remedies for default against the defaulting party unless and until the defaulting party has failed to cure the same within the time periods provided in this paragraph.

(d) In the event of any such termination, the Contractor shall deliver to MARC, as the property of MARC, all designs, reports, drawings, studies, estimates, computations, memoranda, documents, and other papers or materials either furnished by MARC or prepared by or for the Contractor under this Agreement.

8. PROJECT MANAGER

It is understood and agreed that Contractor shall name a Project Manager who will represent the Contractor in the performance of this Agreement and shall notify MARC of his/her identity within thirty (30) days of the beginning of the contract period. Any subsequent change shall be submitted to MARC within two (2) weeks of the change.

9. COPYRIGHT AND OWNERSHIP OF DOCUMENTS

No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Contractor. Ownership of all designs, reports, drawings, studies, estimates, models, computations, and other related items (work products) prepared under this Agreement shall vest in MARC upon payment to the Contractor for all Contractor Services rendered herein through the date of the expiration or termination of this Agreement. Contractor hereby assigns to MARC all rights, titles, and interest in any work products, including any copyrights or other intellectual property therein.

10. ASSIGNMENT

The Contractor's rights, obligations and duties under this Agreement shall not be assigned in whole or in part without the prior written consent of MARC. However, claims for money due to the Contractor from MARC under the terms of this Agreement may be assigned to a bank, trust company or other such financial institution, provided that prompt written notice of such an assignment is given to MARC. None of the Contractor Services covered by this Agreement shall be subcontracted without the prior written approval of MARC in each instance.

11. INDEPENDENT CONTRACTOR

Contractor will act as an independent contractor in the performance of the Contractor Services under this Agreement. Accordingly, Contractor shall be responsible for the payment of all required business license fees and all taxes including Federal, State and local taxes arising from Contractor's activities under the terms of this Agreement.

12. PROHIBITED INTERESTS

No officer, member or employee of MARC, no member of MARC’s governing body and no other public official of the locality or localities in which the Contractor Services are being carried out who exercises any functions or responsibilities in the review and approval of the services which are the subject of this Agreement shall participate in any decision related to this Agreement affecting, either directly or indirectly, his or her own personal interest. No member of or delegate to the Kansas Legislature, the Missouri General Assembly or the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising from it.

13. CONFLICTS OF INTEREST

Contractor hereby certifies that it and any personnel it assigns to perform any aspect of the Contractor Services or perform any work for MARC related to this Agreement are not involved in other community projects that would pose a conflict to the Contractor's ability to successfully carry out its responsibilities under this Agreement. Contractor agrees to comply with, and to sign and deliver on an annual basis, the Conflict of Interest Certification attached hereto as **Exhibit B**. If potential conflicts arise during the term of this Agreement, the Contractor agrees to notify MARC immediately in writing and discuss the potential issues and work with MARC to address any potential issues arising from the situation.

The Contractor covenants that it presently has no known personal or pecuniary interest and shall not knowingly acquire such interest, directly or indirectly, which could conflict in any manner with the performance of Contractor Services under this Agreement, including the submission of impartial reports and recommendations.

14. INSURANCE

(a) The Contractor shall maintain commercial general liability, automobile liability, worker's compensation and employer's liability insurance in full force and effect to protect the Contractor from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Contractor and its employees, agents, and subcontractors in the performance of the Contractor Services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

(b) The Contractor shall also maintain professional liability insurance to protect the Contractor against the negligent acts, errors, or omissions of the Contractor and those for whom it is legally responsible, arising out of the performance of the Contractor Services under this Agreement.

(c) The Contractor's insurance coverages shall be for not less than the following limits of liability:

i. Commercial General Liability: $500,000.00 per claim up to $2,000,000.00 per occurrence.

ii. Automobile Liability: $100,000.00 per claim up to $2,000,000.00 per occurrence;

iii. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: $1,000,000.00; and

iv. The Contractor shall, upon request at any time, provide MARC with certificates of ins Fidelity Bonding Coverage: At least Fifty Thousand Dollars ($50,000.00) for all employees, volunteers, or governing body members who have fiscal responsibilities to protect against loss of federal and state funds or agency income. A minimum notification of cancellation of thirty (30) days must be sent to MARC.

v. All appropriate policies shall name MARC as an additional insured.

(d) Any insurance policy required hereunder shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

(e) As between Contractor and MARC, the parties waive any and all rights against each other, including their rights of subrogation, for damages covered by property insurance during and after the completion of Contractor Services under this Agreement.

15. MONITORING, AUDITING AND REPORTING

Contractor is required to submit to audit by MARC, by the state of Missouri and/or by the federal government and retain appropriate records and documentation for a five (5) year period following final payment of a contract year. Contractor shall permit monitoring by MARC, its staff and/or representatives, and to comply with such reporting procedures as may be established by MARC. Contractor shall ensure that all pertinent financial records shall be made available for copying upon request by MARC, the state or federal government, or their agents. If it is determined, through audit procedures, that Contractor has been reimbursed inappropriately, the Contractor shall immediately reimburse MARC the amount of ineligible funds.

(a) Contractor understands and agrees that the reporting requirements include identifying the actual costs incurred per unit of service, including both MARC costs and Contractor contributions.

(b) The Contractor agrees to provide MARC in a timely manner with statistical and other information that may be required to meet the planning and coordination requirements of the Older Americans Act, as amended.

16. GRIEVANCE POLICY

At the time that an individual has been approved and assigned to receive services or participate in programs relating to the Contractor Services (each a "**Client**"), a written complaint procedure shall be provided to the Client by the Contractor. The grievance procedures and policy shall, at a minimum, meet the standard content prescribed in the MARC grievances policy contained in the MARC Aging and Adult Services Policies & Procedures Manual, including all revisions to that manual as it may be revised from time-to-time following the execution of this Agreement.

17. CONTRIBUTIONS AND PROJECT INCOME

The Older Americans Act allows and encourages the collection of voluntary contributions from service recipients. No eligible Client is to be denied a service because of an inability or unwillingness to contribute. Any project income collected by Contractor must be forwarded to MARC with the monthly report, identifying the service for which it was received. It will then be used to expand the service for which it was received.

18. FEDERAL AND STATE TERMS AND CONDITIONS

(a) This Agreement shall be subject to, and Contractor agrees to comply with, all applicable Federal Terms and Conditions set forth in **Exhibit C** attached hereto and incorporated herein by reference.

(b) Contractor shall be responsible for ensuring compliance with the Immigration Reform Act of 1986 and all laws regulating immigration and the verification of eligibility for employment of persons. All Contractors and sub-contractors with contract amounts in excess of $5,000 on public projects in Missouri are required to verify the employment eligibility status of employees through the E-Verify federal program administered by the Department of Homeland Security, U.S. Citizenship and Immigration Services by signing the form of E-Verify Certification attached hereto as **Exhibit D.** Contractor agrees to comply with such requirements and to require the same from any approved subcontractors retained by it as permitted hereunder. Contractor shall indemnify, defend and hold harmless MARC against any expense incurred including imposition of fines which results from violation of such laws. Contractor affirmatively states that it is not knowingly in violation of R.S. Mo. 285.530.1 and shall not henceforth be in such violation. Contractor further agrees to execute a sworn affidavit, under the penalty of perjury attesting to the fact that the Contractor's employees are lawfully present in the United States. Failure of Contractor to comply with this requirement shall be grounds for termination for default.

(c) Pursuant to Section 34.600, RSMO, Contractor and any sub-contractor with obligations over $100,000 must certify that it does not discriminate in any boycott of goods or services from the state of Israel or persons doing business in or with Israel unless the contractor has fewer than 10 employees. Accordingly, Contractor and any such contractor shall comply with, and shall provide MARC with a signed copy of, the Anti-Discrimination Against Israel Act Certification attached hereto and incorporated herein by reference as **Exhibit E**.

(d) Contractor represents and warrants that (i) it is not suspended, debarred or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities, (ii) none of its principals are suspended, debarred or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities. Contractor represents and warrants that it will ensure that its contractors and subcontractors providing services related to this Agreement involving procurement contracts for goods or services equal to or in excess of $25,000 (e.g., subawards to subrecipients) (a) are not suspended, debarred or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities, and (b) none of their principals are suspended, debarred or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities. Sub-recipient agrees to provide MARC with a signed copy of the Certificate Regarding Debarment and Suspension.

(e) Contractor agrees to comply with and sign the Single Audit Certification.

(f) On August 21, 1996, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, was enacted. The Department of Health and Human Services developed privacy regulations governing individually identifiable health information, which were published in final form August 14, 2002. These regulations, known as The Privacy Rule, as well as all Administrative Simplification rules, apply to the “covered entities”, meaning health plans,

health care clearinghouses, and to any health care provider who transmits health information in electronic form in connection with transactions for which the Secretary of HHS has adopted standards under HIPAA. All MARC subrecipients/contractors providing services relating to any MARC Older Americans Act program are considered to be "business associates" of MARC and are therefore required to comply with these adopted standards under HIPAA. Accordingly, Contractor agrees to comply with all applicable terms and conditions set forth on **Exhibit F** (Business Associate Provisions) attached hereto and incorporated into this Agreement by this reference.

19. INDEMNIFICATION

Contractor expressly agrees to defend, indemnify, and hold and save harmless MARC, its officers, agents, servants and employees for liability of any nature (including, without limitation, reasonable attorneys' fees) related to (i) a breach of this Agreement by Contractor, or (ii) the Contractor Services provided under this Agreement by Contractor or arising from any act or omission of Contractor or of any employee or agent of Contractor.

Contractor expressly agrees to defend, indemnify, and hold and save harmless the State of Missouri, Department of Health and Senior Services and their respective officers, agents, servants and employees from and against any and all claims of damage, loss, and cost (including attorney fees) to the extent required by Section 7.16 of the AAA Agreement.

20. CONFIDENTIALITY

(a) Except as is necessary in the performance of this Agreement, or as authorized in writing by the other party, the parties shall not disclose to any person, institution, entity, company, or other third party any information directly or indirectly related to the parties that the other party (or its employees, agents and contractors) receives as a result of performing its obligations under this Agreement, or of which it is otherwise aware.

(b) The parties (and their employees, agents and contractors) shall not disclose, except to each other, any proprietary information, professional secrets or other information, records, data and data elements (including, but not limited to, protected health information) collected and maintained in the course of carrying out the responsibilities under this Agreement, unless such party receives prior written authorization to do so from the other party or as required by law.

(c) All confidential obligations contained herein (including those pertaining to information transmitted orally) shall survive the termination of this Agreement. The parties shall ensure that their respective employees, agents and contractors are aware of and shall comply with the aforementioned obligations.

(d) MARC is a public governmental body subject to the provisions of Missouri's Sunshine Law, Sections 610.010 through 610.030 RSMo. As such, MARC is required to allow citizens to inspect and copy relevant documents deemed to be "public records" under the law. Nothing herein shall prohibit MARC from satisfying a request to inspect and copy documents if legal counsel for MARC is of the opinion that such documents are "public records."

21. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the law of the State of Missouri without giving effect to Missouri's choice-of-law provisions. The parties submit exclusively to the jurisdiction of the state and federal courts located in Jackson County, Missouri and waive any objection based upon venue forum or otherwise.

22. NOTICES

All notices, requests, consents, and other communications under this Agreement (each, a "Notice") shall be in writing and delivered by: (a) personal delivery; (b) nationally recognized overnight courier (with tracking); (c) certified or registered mail, return receipt requested, postage prepaid; or (d) by email provided that a confirming copy is timely sent by one of the other methods noted herein. Notices shall be addressed as follows, or to such other address as a party may designate in accordance with this Section:

To Contractor:

City of Blue Springs, Missouri
Attention: Daniel Sack, Recreation Superintendent
400 NW Vesper St.
Blue Springs, MO 64014
Email Address: dsack@bluespringsmo.gov

To MARC:

Tonya Boston
Mid-America Regional Council
600 Broadway, Suite 200
Kansas City, Missouri 64105-1659
E-mail Address: tboston@marc.org
FAX (816) 421-7758

A Notice shall be deemed given and received: (a) if personally delivered, on the date of delivery as confirmed by written receipt; (b) if sent by overnight courier, on the first business day after deposit with the courier; (c) if sent by certified or registered mail, on the earlier of (i) actual receipt as shown by the return receipt or (ii) five (5) business days after mailing; and (d) if sent by email, on the date of transmission, provided the sender does not receive an automated failure notification and a confirming copy is timely sent by one of the other methods identified above.

Either party may change its address for Notices by providing Notice to the other party in accordance with this Section, effective five (5) business days after such Notice is given.

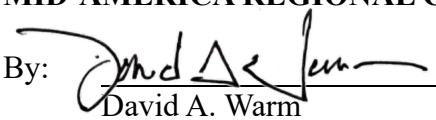
Any action by MARC under this Agreement may be taken by its Executive Director, or such other person as MARC may designate for such purpose by written notice to Contractor.

23. ENTIRE AGREEMENT

This Agreement cancels and supersedes all previous discussions, negotiations, understandings, representations, warranties, and agreements, written or oral, relating to the subject matter of this Agreement, and contains the entire understanding of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the dates set forth below.

MID-AMERICA REGIONAL COUNCIL

By: 

David A. Warm
Executive Director

Date: 6/22/2026

CITY OF BLUE SPRINGS, MO

By: _____

Dennis Dovel
Assistant City Administrator

Date: _____

APPROVED AS TO FORM:

/s/ Jennifer Baird

Jennifer Baird, City Attorney

EXHIBIT A

COMPENSATION

The total compensation paid under this Agreement will not exceed the amounts for each type of service, as listed below, which shall constitute full and complete compensation for Contractor's services hereunder:

Service	Funding/Notes	Not to Exceed Amount
Administration of the Community Center	Funded with Title IIIC1 & IIIC2; ALN #93.045	$36,000
Transportation Service for Participants to and from the Center	$6.50/one-way trip. Funded, in part, with Title IIIB, ALN #93.044 and Social Services Block Grant, ALN #93.667	$ 17,940
Preparation of Congregate Meals	$5.91/meal. Funded, in part, with Title III C1, ALN #93.045 and & Nutrition Services Incentive Program; ALN #93.053	$ 124,310
Preparation of Hot Home Delivered Meals	$6.07/meal. Funded, in part, with Nutrition Services Incentive Program; ALN #93.053 and Title IIIC2; ALN #93.045	$ 40,000
Delivery of Hot Home Delivered Meals	$4.00/meal. Funded, in part, with Nutrition Services Incentive Program; ALN #93.053 and Title IIIC2; ALN #93.045	$ 25,000
Evidence-based Disease Prevention/Health Promotion (DPHP) programs	Funded with Title IIID, ALN #93.043	$ 5,000
Total Contractual Commitment		**$ 248,250**

For audit purposes, all voluntary contributions collected through the provision of any of these services will be considered federal funds.

Contractor, as a federal subrecipient, is responsible for a minimum of 25% match of the total cost of these programs in the form of in-kind contributions. Contractor proposed no indirect costs. Therefore, indirect costs will be considered unallowable costs. Where appropriate, Contractor shall be held fiscally responsible for noncompliance resulting in losses of perishable goods, and/or excessive trip/wait time as determined by MARC.

Annex 1 hereto provides DETAIL OF FEDERAL FINANCIAL ASSISTANCE FUNDING By Program and Code of Federal Domestic Assistance (ALN) Number.

Annex 1 to Exhibit A (Compensation)

DETAIL OF FEDERAL FINANCIAL ASSISTANCE FUNDING
By Program and Code of Federal Domestic Assistance (ALN) Number

State Fiscal Year 2027 Funding Allocation

As Passed to the Missouri Department of Health and Senior Services, which in Turn is Passed through to MARC

Federal Awarding Agency: Department of Health and Human Services – Administration for Community Living (ACL)

Federal Award Name: Older Americans Act Title III

Part III-B: Supportive Services; ALN #93.044; $15,940
ALN Title – Special Programs for the Aging Title III, Part B, Grants for Supportive Services and Senior Centers
Federal Awards – TBD

Part III-C1: Congregate Meals; ALN #93.045; $150,550
ALN Title – Special Programs for the Aging Title III, Part C, Nutrition Services
Federal Awards – TBD

Part III-C2: Home Delivered Meals; ALN #93.045 $11,978
ALN Title – Special Programs for the Aging Title III, Part C, Nutrition Services
Federal Awards – TBD

Part III-D: Disease Prevention; ALN #93.043 $5,000
ALN Title – Special Programs for the Aging Title III, Part D, Disease Prevention
Federal Awards – TBD

Federal Award Name: Older Americans Act Section 311 - Nutrition
Nutrition Services Incentive Program: ALN #93.053 $ 44,000
ALN Title – Nutrition Incentive Program
Federal Awards – TBD

Other HHS-Funded Programs:

Federal Agency Name: Department of Health and Human Services/ Administration for Children and Families (ACF)

Federal Award Name: Social Services Block Grant
Social Services Block Grant: ALN #93.667 $ 2,000
ALN Title – Social Services Block Grant

Total Amount of Federal Awards Obligated by this Action: tba

Total Amount of Federal Awards Obligated to Subrecipient Under this Agreement: $229,468

EXHIBIT B

Area Agency on Aging
Organizational Conflict of Interest Screening for Older Americans Act Programs
Organizational Conflict of Interest

Per OAA Final Rule, 45 CFR 1321, all Area Agency on Aging (AAA) entities must ensure there are no organizational conflicts of interest (COI). Organizational conflicts occur when performance on one contract or funding source might compromise the ability to work successfully on another contract or when one contract or funding source compromises the ability to compete for another contract or funding source fairly. For example, conflict exist between the Title III Program and the Long-Term Care Ombudsman Program (LTCOP) through the Older Americans Act. These conflicts have been identified and remedied through the LTCOP, but the AAA should review the work of the agency for other potential perceived or real conflicts.

In the past 12 months, has the agency identified any organizational conflicts when completing the following tasks:

1. Reviewing service utilization and financial incentives to ensure agency employees, governing board and advisory council members, grantees, contractors, and other awardees who serve multiple roles, such as assessment and service delivery, are appropriately stewarding Federal resources while fostering services to enhance access to community living. ☐ **Yes** ☐ **No**

2. Robust monitoring and oversight, including periodic reviews, to identify conflicts of interest in the Title III program. ☐ **Yes** ☐ **No**

3. Ensuring that no individual, or member of the immediate family of an individual, involved in Title III programs has a conflict of interest. ☐ **Yes** ☐ **No**

4. Requiring that agencies to which the area agency provides Title III funds have policies in place to prohibit the employment or appointment of Title III program decision makers, staff, or volunteers with conflicts that cannot be adequately removed or remedied. ☐ **Yes** ☐ **No**

Answering "Yes" to any of these questions indicates a potential conflict of interest. If a conflict of interest is identified, the "Organizational Conflict of Interest Identification, Removal, and Remedy Form" must be completed and submitted to the AAA Director for review and approval.

Failure to identify and remove a conflict of interest could result in disciplinary action or termination of employment.

☐ I certify that I have read and understand this COI form and our agency has no conflicts.

☐ I certify that I have read and understood this COI form and have notified the AAA Director of any potentially perceived or actual conflict of interest.

_____	_____	_____
Employee Name	Signature	Date
_____	_____	_____
AAA Director Name	Signature	Date

EXHIBIT C

Federal Terms and Conditions

1. NONDISCRIMINATION (49 CFR Part 21):

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

(a) Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Commerce, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are hereby incorporated by reference and made a part of this Agreement.

(b) Contractor, with regard to the Services performed by it during the term of this Agreement, shall not discriminate on the grounds of age, race, color, sex or national origin in the selection or retention of Contractors, including procurement of materials and leases of equipment. Contractor shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix "B" of the Regulations.

(c) In all solicitations, whether by competitive bidding or negotiation, made by the Contractor for services to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of age, race, color, sex or national origin.

(d) The Contractor shall provide all information and reports required under the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by MARC to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information is required, or such information is in the exclusive possession of another that fails or refuses to furnish this information, the Contractor shall so certify to MARC, and shall set forth what efforts it has made to obtain the information.

(e) In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, MARC shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to: (i) Withholding of payments to the Contractor under the Agreement until the Contractor complies; and/or (ii) Cancellation, termination, or suspension of the Agreement, in whole or in part.

(f) The Contractor shall include the provisions of Paragraphs A through E above in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as MARC may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MARC to enter into

such litigation to protect the interests of MARC.

2. AMERICANS WITH DISABILITIES ACT:

Contractor shall comply with applicable provisions of the Americans with Disabilities Act of 1991, as amended. In particular, Contractor shall assist MARC in compliance by including appropriate language in all public documents and reports notifying persons with disabilities of MARC's policy of providing accommodations (i.e. interpreter, large print, reader and hearing assistance) to persons who need such assistance to participate in or receive benefits related to the Contractor Services.

3. AFFIRMATIVE ACTION IN EMPLOYMENT:

The Contractor shall comply with the provisions of Section 503 of the Rehabilitation Act of 1973, as amended (the "Act"), and agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other form of compensation, and selection for training, including apprenticeship.

(b) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor pursuant to the Act.

(c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor pursuant to the Act.

(d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting officer. Such notices shall state the Sub-recipient's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(e) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.

(f) The Contractor will include the provisions of Paragraphs A through E above in every subcontract or purchase order of $2,500.00 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding on each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance (41 CFR 60-741.4.4).

4. EQUAL EMPLOYMENT OPPORTUNITY (41 CFR Part 60-1.4(b)):

During the performance of this Agreement, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(c) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) During the performance of this Agreement, the Contractor shall comply in all respects with all applicable federal anti-discrimination laws. The Contractor acknowledges and agrees that such compliance is material to the Government's payment decisions for purposes of 31 U.S.C. § 3729(b)(4), as required by Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity.

(e) The Contractor certifies that it does not operate any programs promoting diversity, equity, and inclusion that violate any applicable federal anti-discrimination laws. The Contractor shall not, in performing this Agreement, engage in employment, procurement, contracting, or programmatic practices that discriminate on the basis of race, color, religion, sex, national origin, or any other characteristic protected by applicable federal anti-discrimination law.

(f) The Contractor shall include the substance of this Section in each subcontract, purchase order, or other lower-tier agreement to the extent required by applicable law, the terms of the applicable federal award, or written direction from MARC. The Contractor shall maintain records reasonably sufficient to demonstrate compliance with this Section and shall provide information reasonably requested by MARC in connection with MARC's compliance obligations under the applicable federal award.

5. PROHIBITION AGAINST SUBSTANCE ABUSE:

The Contractor shall comply with the requirements of the Omnibus Drug Initiative Act of 1988 (Public Law 100-690), as amended, and certify to MARC that it will provide a drug-free workplace.

6. LOBBYING:

The Contractor hereby certifies that the federal funds provided under the terms of this

Agreement will not be paid, by or on behalf of the Contractor, to any person to influence an officer or employee of any federal agency or federal elected official. The Contractor will provide full disclosure of any non-federal resources expended to lobby any federal official in connection with the Contractor Services.

7. COPELAND "ANTI-KICKBACK" ACT:

All contracts and subgrants for construction or repair will include provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in DOL regulations (29 CFR Part 3).

8. DAVIS-BACON ACT:

All construction endeavors of the AAA in excess of $2,000 will include provision for compliance with the Davis-Bacon Act (40 U.S.C. section 3141 et seq.).

9. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:

All construction endeavors of the AAA in excess of $2,000, and in excess of $2,500 for other contracts involving employment of mechanics or laborers, will include provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL Regulations (29 CFR part 5).

10. CLEAN AIR ACT/CLEAN WATER ACT/EPA REGULATIONS:

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, under section 306 (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (42 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

11. WINDSOR V. UNITED STATES:

Contractor will comply with the requirement to provide services to married same-sex couples.

12. EMPLOYEE WHISTLEBLOWER PROTECTIONS:

Contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

13. TARGET POPULATION:(OAA Section 306 (a)(4)(A)(i)(I))

Contractor shall target its services to low-income minority individuals, older rural individuals, and older individuals with limited English proficiency. Persons aged 60 or over who are frail, homebound by reason of illness or incapacitation disability, or otherwise isolated, shall be given priority in the delivery of services. (45 CFR 1321.69(a)).

14. BOSTOCK v CLAYTON COUNTY:

Contractor shall ensure employees are protected against discrimination because of their sexual orientation or gender identity.

EXHIBIT D

E-Verify/Affidavit of Work Authorization

A contractor who meets section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization. A current notarized Affidavit or Work Authorization must be completed, signed, and notarized within the past twelve months of the effective date of Agreement.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to **Contract #01770-CoBS-27** (Contract Number) for the duration of the contract, in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to **Contract #01770-CoBS-27** (Contract Number) for the duration of the contract, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

_____ _____

Authorized Representative's Signature Printed Name

_____ _____

Title Date

Subscribed and sworn to before me this _____ of _____. I am commissioned as a notary public within the County of _____, State of _____, and my commission expires on _____.

_____ _____

Signature of Notary Date

EXHIBIT E

ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Statutory Requirement: Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services "unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel."

Exceptions: The statute provides two exceptions for this certification: 1) "contracts with a total potential value of less than one hundred thousand dollars" or 2) "contractors with fewer than ten employees." Therefore the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

> **Company -** any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.
>
> **Boycott Israel** and **Boycott of the State of Israel -** engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company's statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

Certification: The vendor must therefore certify their current status by completing either Box A, Box B, or Box C on the next page of this Exhibit.

BOX A: To be completed by any vendor that does not meet the definition of "company" above, hereinafter referred to as "Non-Company."

BOX B: To be completed by a vendor that meets the definition of "Company" but has less than ten employees.

BOX A – NON-COMPANY ENTITY

I certify that _____ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity's business status changes during the life of the contract to become a "company" as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Division of Purchasing at that time.

Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Entity Name	Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Division of Purchasing at that time.

Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Company Name	Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.

Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Company Name	Date

EXHIBIT F

BUSINESS ASSOCIATE PROVISIONS

These BUSINESS ASSOCIATE PROVISIONS ("**BAPs**") are incorporated into and made part of the Agreement to which they are attached by and between Mid-America Regional Council ("MARC") on behalf of itself and its subsidiaries and affiliates and the Contractor identified therein (herein the "Business Associate") on behalf of itself and its subsidiaries and affiliates. These BAP's replace and supersede any previous business associate agreements entered into between the Parties.

Title II of the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") (which includes the "**Privacy Rule**" and the "**Security Rule**"), and the Health Information Technology for Economic and Clinical Health Act of 2009 ("**HITECH Act**") impose certain obligations upon MARC to maintain the security and confidentiality of Protected Health Information ("**PHI**"). Specifically, the "**HIPAA Rules**" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164. The HIPAA Privacy Rule is the Standards for Privacy of Individually Identifiable Health Information at 45 CFR, part 160 and part 164, subparts A and E. The HIPAA Security Rule is the HIPAA Security Standards (45 C.F.R. Parts 160 and 164, Subpart C). The HIPAA Breach Notification Rule is the Notification in the Case of Breach of Unsecured Protected Health Information, as set forth at 45 CFR Part 164 Subpart D.

The Patient Protection and Affordable Care Act of 2010 ("**ACA**") as amended by the Health Care and Education Reconciliation Act of 2010 and implementing regulations found at 45 C.F.R. Parts 155, 156, and 157 ("Exchange Regulations") impose certain privacy and security requirements related to Personally Identifiable Information ("**PII**").

1. Confidentiality of Substance Use Disorder Patient Records

Rule found at 42.C.F.R. Part 2 ("**Part 2 Rule**") imposes additional privacy and security requirements on "**Part 2 Programs**" and "**Lawful Holders**", including MARC, who receive information related to the diagnosis of an individual with a substance use disorder, having or having had a substance use disorder, or being or having been referred to treatment for a substance use disorder (herein called "**Part 2 Information**" for convenience).

All references to PHI throughout these BAPs shall also apply to PII for purposes of compliance with the ACA and the Exchange Regulations and to Part 2 Information for purposes of compliance with the Part 2 Rule.

To perform under the Agreement, Business Associate may create, receive, maintain, or transmit PHI on behalf of MARC. As such, HIPAA and ACA require that MARC enter into a written agreement with Business Associate that includes specific provisions for the protection of PHI. MARC and Business Associate mutually agree to adopt these BAPSs to satisfy such obligation. The parties intend that these BAPSs only apply to Business Associate to the extent the services provided by Business Associate to MARC are covered by HIPAA, the HIPAA Rules, ACA, or the Exchange Rules. Business Associate recognizes and agrees that it is obligated by law to meet the applicable provisions of the HIPAA Rules and Exchange Rules related to PHI.

2. Privacy of Protected Health Information (PHI)

(a) Permitted Uses and Disclosures. Business Associate is permitted, or required, to use or disclose PHI it creates or receives for, or from, MARC only as follows, consistent with the Privacy Rule and Exchange Rule:

i. Functions and Activities on MARC's Behalf. Business Associate is permitted to request the minimum necessary PHI from MARC or on MARC's behalf and to use and to disclose the minimum necessary PHI it creates or receives from or on behalf of MARC to perform its obligations under the Agreement.

ii. Business Associate's Operations; Data Aggregation. Business Associate may *use* or *disclose* the minimum necessary PHI it creates or receives for or from MARC as necessary for data aggregation. Business Associate may *use* the minimum necessary PHI it creates or receives for or from MARC as necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities. Business Associate may *disclose* the minimum necessary of such PHI to other third-parties as necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities only if:

(1) The disclosure is required by law; or

(2) Business Associate obtains reasonable assurance, evidenced by written agreement, from any other person or organization to which Business Associate will disclose such PHI that the person or organization will:

i. Hold such PHI in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization or as required by law; and

ii. Notify Business Associate (who will in turn promptly notify MARC) of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached.

iii. Additional Limitations as to Part 2 Information. To the extent Business Associate creates, receives, or maintains Part 2 Information for or from MARC, Business Associate will only use or disclose such Part 2 Information to perform obligations under the Agreement and in a manner permitted by the Part 2 Rule.

iv. Additional Limitations as to Reproductive Health Care Information. To the extent that Business Associate is required by law to disclose PHI or requested to disclose PHI potentially related to Reproductive Health Care, Business Associate will immediately provide MARC with written notice and provide MARC with an opportunity to oppose any request for such PHI or to take whatever action MARC deems appropriate.

v. De-identification. Business Associate may use PHI to create information that is de-identified in accordance with 45 C.F.R. 164.514. Business Associate shall be responsible for ensuring such de-identification complies with all requirements of the HIPAA Rules and that such information cannot be re-identified. Further, Business Associate shall ensure the information does not identify or represent the information as pertaining to MARC. Any

violation of this Section A.1.c) shall be considered an Unauthorized Use/Disclosure, defined below.

(b) Minimum Necessary and Limited Data Set. Business Associate's use, disclosure or request of PHI shall utilize a Limited Data Set if practicable. Otherwise, Business Associate will, in its performance of the functions, activities, services, and operations specified in Section A.1 above, make reasonable efforts to use, to disclose, and to request of a Covered Entity only the minimum amount of PHI reasonably necessary to accomplish the intended purpose of the use, disclosure or request. In addition, Business Associate also agrees to implement and follow appropriate minimum necessary policies in the performance of its obligations under these BAPs.

(c) Prohibition on Unauthorized Uses and Disclosures. Business Associate will neither use nor disclose PHI it creates or receives for or from MARC or from another business associate of MARC, except as permitted or required by these BAPs or as required by law or as otherwise permitted in writing by MARC.

(d) Sale of PHI. Business Associate shall not directly or indirectly receive remuneration in exchange for PHI except where permitted by these BAPs and consistent with applicable law.

(e) Marketing. Business Associate shall not directly or indirectly receive payment for any use or disclosure of PHI for marketing purposes except where permitted by these BAPs and consistent with applicable law.

(f) Information Safeguards.

i. Privacy of MARC's Clients' Protected Health Information. Business Associate will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of MARC's Clients' PHI. The safeguards must reasonably protect MARC's Clients' PHI from any intentional or unintentional use or disclosure in violation of the Privacy Rule, 45 C.F.R. Part 164, Subpart E, the Exchange Rule and these BAPs, and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by these BAPs.

ii. Security of MARC's Clients' Electronic Protected Health Information. Business Associate will develop, implement, maintain, and use administrative, technical, and physical safeguards that protect the confidentiality, integrity, and availability of Electronic PHI that Business Associate creates, receives, maintains, or transmits on MARC's behalf as required by the Security Rule, 45 C.F.R. Part 164, Subpart C, the Exchange Rule and as required by the HITECH Act. Business Associate also shall develop and implement policies and procedures and meet the Security Rule documentation requirements, as of the compliance date for such obligations as applied to Business Associates.

iii. Evidence of Safeguards. Business Associate will provide MARC evidence of its information safeguards through completion of a SOC2 audit or response to MARC's information security questionnaire.

(g) Subcontractors and Agents. Business Associate will require any of its subcontractors and agents, to which Business Associate is permitted by these BAPs or in writing by MARC to disclose any of the PHI Business Associate creates or receives for or from MARC, to provide reasonable assurance, evidenced by written agreement, that subcontractor or agent will comply with the same

privacy and security obligations as Business Associate with respect to such PHI. In addition to this requirement, Business Associate may not re-disclose any Part 2 Information to a subcontractor unless: the third-party a) is involved in the provision of services to MARC; b) needs such Part 2 Information to provide the services for MARC; and c) only further discloses the Part 2 Information back to Business Associate or MARC.

3. Compliance with Transaction Standards.

If Business Associate conducts in whole or part electronic Transactions on behalf of MARC for which Department of Health and Human Services ("**HHS**") has established Standards, Business Associate will comply, and will require any subcontractor or agent it involves with the conduct of such Transactions to comply, with each applicable requirement of the Transaction Rule, 45 C.F.R. Part 162. Business Associate will not enter into, or permit its subcontractors or agents to enter into, any Trading Partner Agreement in connection with the conduct of Standard Transactions on behalf of MARC that:

(a) Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;

(b) Adds any data element or segment to the maximum defined data set;

(c) Uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or

(d) Changes the meaning or intent of the Standard Transaction's implementation specification

4. Individual Rights.

The HIPAA regulations give individuals covered under MARC health benefits plans certain rights in the PHI that is maintained by MARC about those individuals. To the extent the services Business Associate provides to MARC affect MARC's ability to comply with its obligations related to individual rights, MARC requires Business Associate's cooperation in ensuring that the following rights are given to the individual:

(a) Access. Business Associate will promptly upon MARC's request make available to MARC or, at MARC's direction, to the individual (or the individual's personal representative) for inspection and obtaining copies of any PHI about the individual which Business Associate created or received for or from MARC and that is in Business Associate's custody or control, consistent with the requirements of 45 C.F.R. § 164.524, so that MARC may meet its access obligations under 45 C.F.R. § 164.524. Business Associate shall make such information available in an electronic format where directed by MARC.

(b) Amendment. Business Associate will, upon receipt of notice from MARC, promptly amend or permit MARC access to amend any portion of the PHI which Business Associate created or received for or from MARC, so that MARC may meet its amendment obligations under 45 C.F.R. § 164.526.

(c) Disclosure Accounting. So that MARC may meet its disclosure accounting obligations under 45 C.F.R. § 164.528:

i. Disclosure Tracking. Business Associate will record the following data as required by the HIPAA Privacy Rule for each disclosure, except those listed under Section C.3(c) below as not requiring an accounting, that Business Associate makes to MARC or a third-party of PHI that Business Associate creates or receives for or from MARC: (i) the disclosure date; (ii) the name and (if known) address of the person or entity to whom Business Associate made the disclosure; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure (items i-iv, collectively, the "disclosure information").

ii. Repetitive Disclosures. For repetitive disclosures Business Associate makes to the same person or entity (including MARC) for a single purpose, Business Associate may provide: (i) the disclosure information for the first of these repetitive disclosures; (ii) the frequency, periodicity or number of these repetitive disclosures; and (iii) the date of the last of these repetitive disclosures. Business Associate will make this disclosure information available to MARC promptly upon MARC's request.

iii. Exceptions from Disclosure Tracking. Business Associate need not record disclosure information or otherwise account for disclosures of PHI that these BAPs or MARC in writing permits or requires: (i) for the purpose of MARC's payment activities, or health care operations, (except where such recording or accounting is required by the HITECH Act, and as of the effective dates for this provision of the HITECH Act); (ii) to the individual who is the subject of the PHI disclosed or to that individual's personal representative; (iii) to another covered entity or business associate of another covered entity for the treatment, payment or healthcare operations of the receiving covered entity; (iv) incident to a use or disclosure permitted by the Privacy Rule; (v) pursuant to an authorization signed by the individual consistent with the requirements of the Privacy Rule; (vi) for notification for disaster relief purposes; (vii) for national security or intelligence purposes; (viii) to law enforcement officials or correctional institutions regarding inmates or other persons in lawful custody; or (ix) as part of a limited data set under 45 C.F.R. 164.514(e).

iv. Availability of Disclosure Information. Unless otherwise provided by applicable law, Business Associate must have available for MARC the disclosure information required by Section C.3(a) above for the six (6) years preceding the date of MARC's request for the disclosure information. Business Associate will make the Disclosure Information available to MARC within ten (10) business days following MARC's request for such Disclosure Information or as necessary to comply with an individual's request for disclosure accounting.

5. Reporting.

(a) Unauthorized Use or Disclosure. Business Associate will report to MARC any use or disclosure of PHI not permitted by these BAPs or by written authorization from MARC ("Unauthorized Use/Disclosure"). An Unauthorized Use/Disclosure includes, but is not limited to, a "**Breach**" of "**Unsecured Protected Health Information**" as these terms are defined by the Breach Notification Regulation.

(b) Security Incidents. Business Associate will provide notice to MARC of any Security Incidents that result in *actual or reasonably likely* unauthorized access, use, disclosure, modification or destruction of information or interference with Business Associate's system operations ("Successful Security Incidents") of which Business Associate becomes aware. A Successful Security Incident

shall include, but is not limited to a Breach of Unsecured Protected Health Information as these terms are defined by the Breach Notification Regulations

For Security Incidents that *do not* result in unauthorized access, use, disclosure, modification or destruction of information or interference with Business Associate's system operations ("**Unsuccessful Security Incidents**"), each party agrees that this paragraph constitutes notice from Business Associate to MARCC of types of such Unsuccessful Security Incidents. The parties consider the following to be illustrative, but not inclusive, of Unsuccessful Security Incidents when they do not result in unauthorized access, use, disclosure, modification, or destruction of e-PHI or interference with an information system:

i. Pings on Business Associate's firewall;

ii. Port scans;

iii. Attempts to log on to a system or enter a database with an invalid password or username;

iv. Denial-of-service attacks that do not result in a server being taken off-line; and

v. Malware (e.g., worms, viruses)

(c) Content of Report. Any report made under this Section D shall be provided to MARC's Privacy Officer without unreasonable delay not to exceed three (3) business days from the Business Associate's discovery of the Unauthorized Use/Disclosure or Successful Security Incident (collectively "**Reportable Incident**") and shall include:

i. the identification (if known) of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Reportable Incident;

ii. the nature of the non-permitted access, use or disclosure, including the date of the Reportable Incident and the date of discovery of the Reportable Incident;

iii. the PHI accessed, used or disclosed in the Reportable Incident, to include the identification (if known) of each individual whose PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired or disclosed during such Reportable Incident (e.g., full name, social security number, date of birth, etc.);

iv. who made the non-permitted or violating access, use or received the non-permitted or violating disclosure;

v. what corrective action Business Associate took or will take to prevent further non-permitted access, uses or disclosures;

vi. what Business Associate did or will do to mitigate any harmful effect of the non-permitted access, use or disclosure; and

vii. such other information, including a written report, as MARC may reasonably request.

(d) Delivery of Notice. For purposes of notifying MARC of Reportable Incidents or other notices required under these BAPs, notices shall be deemed given when properly addressed to a party's privacy contact, upon the date of receipt if hand-delivered or e-mailed, or three (3) business days after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid, or one (1) business day after deposit with a national overnight courier for next business day delivery, or upon the date of electronic confirmation of receipt of a facsimile transmission.

(e) Address for Notice to MARC. Notice of a Reportable Incident may be communicated to MARC as follows:

Contact Office:	Privacy Officer Carol Gonzales Mid-America Regional Council 600 Broadway Blvd, STE 200 Kansas City, MO 64105
Telephone:	816-701-8204
E-mail:	cgonzales@MARC.ORG

(f) Mitigation and Corrective Action. Promptly upon learning of any Reportable Incident that is or may be a Breach as defined by the Breach Notification Regulation, and in addition to the reporting required by Section D, Business Associate will take steps to mitigate the Breach to the extent possible, including taking corrective action to attempt to cure the Breach as promptly as possible.

(g) Cooperation in Investigation. Business Associate shall cooperate with MARC in investigating any Reportable Incident and in meeting MARC's obligations under the Breach Notification Regulation and any other federal or state security breach notification laws.

(h) Notifications Required by Law. To the extent a Reportable Incident triggers an obligation of MARC to provide notification to individuals, media, regulatory agencies or other parties under the Breach Notification Regulations or other state or federal law ("**Notifications**"), Business Associate will cooperate with MARC in the provision of such Notifications. Notwithstanding anything to the contrary in the Agreement, Business Associate will reimburse MARC for MARC's costs in preparing and providing Notifications, including, but not limited to, credit monitoring services, and/or other costs incurred by MARC deemed reasonably necessary by MARC to notify its members of a breach by Business Associate or its subcontractor.

6. Termination of Primary Agreement.

The following provisions govern terminations related to Business Associate's breach of its privacy obligations under these BAPs. The terms and conditions of the Agreement governing all other rights of termination shall remain in full force and effect.

(a) Right to Terminate for Breach.

i. In the event MARC determines that Business Associate is in violation of any term of these BAPs, MARC shall notify Business Associate of such violation. MARC may provide Business Associate opportunity to cure the violation. If Business Associate does not cure the

violation to the extent necessary, in MARC's sole discretion, for MARC to comply with requirements of 45 C.F.R. 164.504(e)(1), MARC may terminate these BAPs. To the extent Business Associate must create, receive, maintain, or transmit PHI in order to perform under the Agreement, termination of these BAPs shall constitute a material breach of the Agreement.

ii. In the event Business Associate determines that MARC is in violation of any term of these BAPs, Business Associate shall notify MARC of such violation. Business Associate may provide MARC opportunity to cure the violation. If MARC does not cure the violation to the extent necessary, in Business Associate's sole discretion, for Business Associate to comply with requirements of 45 C.F.R. 164.504(e)(1), Business Associate may terminate these BAPs. To the extent Business Associate must create, receive, maintain, or transmit PHI in order to perform under the Agreement, termination of these BAPs shall constitute a material breach of the Agreement.

iii. Termination of BAPs on Conclusion of Agreement. These BAPs will terminate upon termination or other conclusion of all underlying Agreements into which it has been incorporated by reference.

iv. Obligations upon Termination.

(1) Return or Destruction. Upon termination, cancellation, expiration or other conclusion of these BAPs or the Agreement, Business Associate will, at MARC's instruction, either return all PHI to MARC (if feasible) or destroy all PHI, in whatever form or medium (including in any electronic medium under Business Associate's custody or control), that Business Associate created or received for or from MARC, including all copies of and any data or compilations derived from and allowing identification of any individual who is a subject of the PHI. Business Associate will complete such return or destruction as promptly as possible, but not later than thirty (30) days after the effective date of the termination, cancellation, expiration or other conclusion of the Agreement.

(2) When Return or Destruction is Not Feasible. Business Associate will identify any PHI that Business Associate created or received for or from MARC that cannot feasibly be returned to MARC or destroyed, and, where MARC agrees, in its reasonable judgment, that such return or destruction is infeasible, will limit its further use or disclosure of that PHI to those purposes that make return or destruction of that PHI infeasible. If MARC does not agree, the above requirement to return or destroy PHI will apply. Within such thirty (30) days after the effective date of the termination, Business Associate will certify in writing to MARC that such return or destruction has been completed, will deliver to MARC the identification of any PHI for which return or destruction is infeasible and, for that PHI, will certify that it will only use or disclose such PHI for those purposes that make return or destruction infeasible.

(3) Continuing Privacy and Security Obligation. Business Associate's obligation to protect the privacy and safeguard the security of the PHI it created or received for or from MARC will be continuous and survive termination, cancellation, expiration or other conclusion of these BAPs and the Agreement.

(4) Other Obligations and Rights. All other obligations and rights given to Business Associate and MARC upon termination, cancellation, expiration or other conclusion of the Agreement will be those set out in the Agreement.

7. Obligations of MARC.

(a) Notice of Privacy. MARC will maintain its current Notice of Privacy Practices available on its website at https://www.marc.org/privacy-policy-and-terms-use .

(b) Unauthorized Disclosures. MARC will not request that Business Associate use or disclose PHI in a manner not permitted by the HIPAA Rules.

(c) Agreed Upon Restriction. In the event MARC agrees to a restriction requested by an individual under 45 C.F.R. 164.522 that affects Business Associate's use of PHI of that individual, MARC will notify Business Associate of such restriction.

8. Insurance and Indemnification.

(a) Insurance. Business Associate shall maintain, at its own expense, insurance ("Insurance") covering the party for claims, losses, liabilities, judgments, settlements, lawsuits, regulatory actions, and other costs or damages arising out of its performance under these BAPs, including any negligent or otherwise wrongful acts or omissions by Business Associate or any employee or agent thereof, including a subcontractor of Business Associate. This includes, but is not limited to: any breach of HIPAA, HITECH Act, the HIPAA Rules, ACA, the Exchange Rules or any other law or regulation governing confidentiality of PHI. The policy, or policies maintained by Business Associate pursuant to these BAPs shall have a per-claim policy limit of not less than One (1) Million Dollars ($1,000,000) and any policy aggregate limit shall be no less than Three (3) Million Dollars ($3,000,000). Business Associate shall provide evidence of such insurance coverage to MARC upon request. No term of these BAPs or the Agreement shall limit the ability of a party or its insurer to recover damages, fees, or other relief otherwise available at law related to the violation of a term of these BAPs by the other party.

(b) Indemnification in Agreement. A breach of the terms and conditions of these BAPs shall be deemed a breach of the Agreement and a claim, fine, demand or cause of action of any character arising out of these BAPs shall be deemed arising out of the Agreement for the purposes of the indemnification provisions of the Agreement.

(c) Right to Tender or Undertake Defense. If MARC is named a party in any judicial, administrative or other proceeding arising out of or in connection with any non-permitted use or disclosure of MARC's PHI or other breach of these BAPs by Business Associate or any subcontractor or agent under Business Associate's control, MARC will have the option at any time either (a) tender its defense to Business Associate, in which case Business Associate will provide qualified attorneys, consultants, and other appropriate professionals to represent MARC's interests at Business Associate's expense, subject to the written consent of MARC and its insurer (if applicable), such consent not to be unreasonably withheld or (b) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case Business Associate will be responsible for and pay the reasonable fees and expenses of such attorneys, consultants, and other professionals.

(d) Right to Control Resolution. MARC will have the sole right and discretion to settle, compromise or otherwise resolve any and all claims, causes of actions, liabilities or damages against

it, notwithstanding that MARC may have tendered its defense to Business Associate. Any such resolution will not relieve Business Associate its obligation to indemnify MARC under this Section G.

9. General Provisions.

(a) Definitions. The terms "**Covered Entity**", "**Electronic Protected Health Information**", "**Protected Health Information (PHI)**", "**Standard**", "**Trading Partner Agreement**", and "**Transaction**" have the meanings set out in 45 Code of Federal Regulations § 160.103. The term "**Standard Transaction**" has the meaning set out in 45 C.F.R. § 162.103. The term "**Required by Law**" has the meaning set out in 45 C.F.R. § 164.103. The term "**Security Incident**" has the meaning set out in 45 C.F.R. § 164.304. The terms "**Health Care Operations**", "**Payment**" and "**Treatment**" have the meanings set out in 45 C.F.R. § 164.501. The term "**Use**" means, with respect to PHI, utilization, employment, examination, analysis or application within Business Associate. The terms "**Disclose**" and "**Disclosure**" mean, with respect to PHI, release, transfer, providing access to or divulging to a person or entity not within Business Associate. The term "**Reproductive Health Care**" has the meaning set out in 45 C.F.R. § 160.103. For purposes of these BAPs, MARC's PHI encompasses MARC's Electronic Protected Health Information. Any other capitalized terms not identified here shall have the meaning as set forth in the HIPAA Rules.

(b) Amendment to BAPS and Agreement. Upon the effective date of any final regulation or amendment to final regulations promulgated by the U.S. Department of Health and Human Services with respect to the Privacy or Security of PHI or Standard Transactions, these BAPs and the Agreement of which it is part will automatically amend such that the obligations they impose on Business Associate remain in compliance with these regulations.

(c) Inspection of Books and Records. Business Associate will make its internal practices, books, policies, procedures and records, relating to its use and disclosure of the PHI it creates or receives for or from MARC, available to MARC and to the U.S. Department of Health and Human Services Office for Civil Rights to determine compliance with the Privacy Rule, the Security Rule, 45 C.F.R. Parts 160-164, or these BAPs.

(d) Undertaking of Obligations. If Business Associate undertakes to perform any obligation of MARC under the Privacy Rule, Business Associate shall comply with the obligations of the Privacy Rule that apply to MARC in the performance of such obligation.

10. Conflicts.

The terms and conditions of these BAPs will override and control any conflicting term or condition of the Agreement that addresses privacy and confidentiality of confidential medical information. All non-conflicting terms and conditions of the Agreement remain in full force and effect.

Contact Information For Business Associate Provisions

TO CONTACT MARC

Contact Office: Privacy Officer
Carol Gonzales
Mid-America Regional Council
600 Broadway Blvd, STE 200

Kansas City MO 64105

Telephone: 816-701-8204

Email: cgonzales@MARC.ORG

TO CONTACT BUSINESS ASSOCIATE

Contact Person: _____

Contact Office: _____

Street Address/ P.O. Box: _____

City, State, ZIP: _____

Telephone: _____

Fax: _____

E-mail: _____

Per Section D.5. of the BAPs, please notify MARC when the above information changes, or upon request from MARC.