CITY COUNCIL MEETING  
February 2, 2015 6:30 p.m.  
Multipurpose Room of Municipal Annex  
1304 W Main  
Blue Springs, Missouri

PLEASE NOTE:
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 located at the entrance door of the Multipurpose Room. After completion, the form is to be given to the Assistant City Administrator.

1. Call meeting to order
2. Pledge of Allegiance
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 in the form listed below. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.
   a. Approve minutes of January 20, 2015, Council meeting
   b. Adopt Resolution No. 06-2015 approving a contract with BMX of Blue Springs, Inc.
   C. Adopt Resolution No. 07-2015 approving a contract with Joe Walker Dance Band for entertainment at Vesper Hall
4. Presentation – Buy Blue Springs - Blue Springs Chamber of Commerce
5. Adopt Resolution No. 08-2015 approving a contract with the Blue Springs Chamber of Commerce
7. Introduction & readings of Bill No. 4360 extending the time to file Final Plat for Cosentino’s Price Chopper No. 109 / Final Plat/ PF-05-14-4432
8. Mayoral Announcements
   Thoughts to Ponder
9. Visitors
10. Executive Session – Discussion pertaining to the lease, purchase, sale or disposal of real estate pursuant to Section 610.021(2) of the Revised Statutes of Missouri

11. Adjourn

**Miscellaneous Items**

Parks & Recreation Commission Meeting – Tuesday, February 3, 6:00 p.m., East Conference Room of City Hall, 903 W. Main
Planning Commission Meeting – **Cancelled** - Monday, February 9
Public Safety Citizens Advisory Board – Tuesday, February 10, 6:00 p.m., East Conference Room of City Hall, 903 W. Main
Board of Adjustment Meeting – Wednesday, February 11, 6:30 p.m., Municipal Annex, 1304 W Main
Presidents’ Day – **City Offices Closed** – Monday, February 16
Human Relations Commission – Tuesday, February 17, 6:30 p.m., East Conference Room of City Hall, 903 W. Main
Council Meeting – Tuesday, February 17, 6:30 p.m., Municipal Annex, 1304 W Main
TO: Mayor, City Council,  
Department Directors, and Press

FROM: Eric Johnson  
City Administrator

DATE: January 29, 2015

SUBJECT: Agenda Explanations

Item 3b – Adopt Resolution approving contract with BMX of Blue Springs, Inc.  
Resolution will approve a Facility Use Agreement with BMX of Blue Springs, Inc. for the use and operation of the BMX facility located in Pink Hill Park for the 2015 BMX season. Refer to the Council Information Form from Dennis Dovel, Director of Parks and Recreation, for further information.

Item 3c – Adopt Resolution approving an agreement with Joe Walker Dance Band for entertainment at Vesper Hall  
Resolution will approve a one-year agreement with the Joe Walker Dance Band for dances held at Vesper Hall. Refer to the Council Information Form from Dennis Dovel, Director of Parks and Recreation, for further information.

Item 4 – Presentation – Buy Blue Springs  
Lara Vermillion, President of the Blue Springs Chamber of Commerce, will give an update and review on the “Buy Blue Springs” program that was designed to increase local purchasing by our residents and visitors attracted from surrounding and more distant areas by promoting local merchants. Refer to the Council Information Form from Assistant City Administrator Christine Cates for further information.

Item 5 – Adopt Resolution approving contract with Blue Springs Chamber of Commerce  
Resolution will approve a two-year contract with the Blue Springs Chamber of Commerce for the Buy Blue Springs program. The two-year agreement will provide staffing support and professionally designed marketing materials and advertising for the program. Refer to the Council Information Form from Assistant City Administrator Christine Cates for further information.

Item 6 – Bill amending Titles II and VII of the Code of Ordinances to allow on-site sewer systems  
Bill will amend Titles II and VII of the Code of Ordinances to allow property owners on the fringe of the City, but within the City limits, to construct homes on large tracts while providing easements for future sewer mains to serve adjacent properties as the City’s sewer system is extended. Refer to the Council Information Form from Public Works Director, Chris Sandie, for further information.
Item 7 – Bill approving extension of time to file Final Plat – Cosentino’s Price Chopper No. 109 (PF-05-14-4432)

Bill will approve an extension of six months to file the Final Plat of Cosentino’s Price Chopper No. 109. The Final Plat was originally approved by City Council by Ordinance No. 4495 on July 7, 2014. The City’s Unified Development Code requires the plat be recorded within six months of passage. Refer to the Council Information Form from Community Development Director, Scott Allen for further information.
A meeting of the City Council of the City of Blue Springs, Missouri, was held on Tuesday, January 20, 2015, 6:30 p.m. in the Multipurpose Room of the Municipal Annex, 1304 Main Street with Mayor Carson Ross presiding.

COUNCILMEN IN ATTENDANCE

Jeff Quibell          Dale Carter
Chris Lievsay        Kent Edmondson
Ron Fowler           Susan Culpepper

Also present were City Administrator Eric Johnson, Deputy City Administrator Adam Norris, Assistant City Administrator, Christine Cates, City Attorney Nancy Yendes, and City Clerk Sheryl Morgan.

CALL MEETING TO ORDER

Mayor Carson Ross called the City Council meeting to order.

MAYOR COMMENTS

Mayor Ross gave a brief recap of the meeting agenda and explained the Consent Agenda.

APPROVE CITY COUNCIL MINUTES

Councilman Edmondson moved to approve the minutes of the December 15, 2014 meeting of the City Council meeting. Motion seconded by Councilman Carter and carried with the following votes:

Councilman Quibell – Aye  Councilman Carter – Aye
Councilman Lievsay – Aye  Councilman Edmondson – Aye
Councilman Fowler – Aye  Councilman Culpepper – Aye
Mayor Ross – Aye

APPROVE LIQUOR LICENSE – BLUE SPRINGS XPRESS MART

Councilman Edmondson moved to approve a new liquor license for Ingram Ventures LLC dba Blue Springs Xpress Mart located at 280 NW Woods Chapel Road to sell intoxicating liquor in the original package for consumption off premises and Sunday sales. Motion seconded by Councilman Carter and carried with the following votes:

Councilman Quibell – Aye  Councilman Carter – Aye
Councilman Lievsay – Aye  Councilman Edmondson – Aye
Councilman Fowler – Aye  Councilman Culpepper – Aye
Mayor Ross – Aye

ADOPT RESOLUTION NO. 01-2015 – AMENDMENT TO SECTION 125 PLAN

Councilman Edmondson moved to adopt Resolution No. 01-2015 approving an amendment to the City’s Section 125 Flexible Benefit Plan Document and Service Agreement allowing employees to revoke plan elections to take advantage of eligibility opportunities through the federal Marketplace. Motion seconded by Councilman Carter and carried with the following votes:
ADOPT RESOLUTION NO. 02-2015 – REVISED CONTRACT WITH PROSECUTING ATTORNEY
Councilman Edmondson moved to adopt Resolution No. 02-2015 approving a revised contract with the City’s Prosecuting Attorney, Vernon Scoville. Motion seconded by Councilman Carter and carried with the following votes:

Councilman Quibell – Aye  Councilman Carter – Aye
Councilman Lievsay – Aye  Councilman Edmondson – Aye
Councilman Fowler – Aye  Councilman Culpepper – Aye
Mayor Ross – Aye

ADOPT RESOLUTION NO. 03-2015 – APPLICATION TO RENAME BRIDGE
Councilman Edmondson moved to adopt Resolution No. 03-2015 approving the submission of an application to rename the Woods Chapel Road at I-70 Bridge in memory of former Public Works Director, Dr. Oliver De Grate, III. Motion seconded by Councilman Carter and carried with the following votes:

Councilman Quibell – Aye  Councilman Carter – Aye
Councilman Lievsay – Aye  Councilman Edmondson – Aye
Councilman Fowler – Aye  Councilman Culpepper – Aye
Mayor Ross – Aye

APPROVE BOARD/COMMISSION APPOINTMENTS
Councilman Edmondson moved to approve the appointment of Cindy Hood to the Public Safety Citizens’ Advisory Board, and Frederick Manning to the Board of Adjustment. Motion seconded by Councilman Carter and carried with the following votes:

Councilman Quibell – Aye  Councilman Carter – Aye
Councilman Lievsay – Aye  Councilman Edmondson – Aye
Councilman Fowler – Aye  Councilman Culpepper – Aye
Mayor Ross – Aye

ADOPT RESOLUTION NO. 04-2015 – CONTRACT FOR ADAMS FARM TIF BOND REVENUE STUDY
Councilman Edmondson moved to adopt Resolution No. 04-2015 approving an agreement with GAI Consultants, Inc. to conduct a tax increment financing revenue study for the Adams Farm TIF. Motion seconded by Councilman Carter and carried with the following votes:

Councilman Quibell – Aye  Councilman Carter – Aye
Councilman Lievsay – Aye  Councilman Edmondson – Aye
Councilman Fowler – Aye  Councilman Culpepper – Aye
Mayor Ross – Aye

PRESENTATION – AMENDMENT TO CDBG 2011-16 CONSOLIDATED PLAN AND 2014-15 ANNUAL ACTION PLAN
Jim Holley, Assistant Director of Community Development stated on December 15, 2014, Council authorized Staff to publish the proposed amendment to the CDBG 2011-201 Consolidated Plan and 2014-15 Annual Action Plan for the required 30-day comment
period. The amendment includes a public service funding component to the Consolidated Plan and adjusts the Annual Action Plan to reallocate funds to the Community Services League and Hope House. The comment period has closed. Tonight’s public meeting is the last step before the Amended Plan can be presented to HUD for their 60-day review period for approval.

Councilman Edmondson moved to adopt Resolution No. 05-2015 approving an Amendment to the CDBG 2011-16 Consolidated Plan & 2014-15 Annual Action Plan to incorporate public service funding to outside agencies, and adjust the Annual Action Plan for 2014-2015 to reallocate funds to the Community Services League and Hope House. Motion seconded by Councilman Carter and carried unanimously.

Tom Echerd, Chairman of the Public Safety Citizen’s Advisory Board, presented the Board’s annual update to Council. Mr. Echerd outlined the Board’s goals and accomplishments during the past year, as well as items requested for consideration.

Councilman Edmondson introduced Bill No. 4355 amending Section 355.010 of the Code of Ordinances of the City of Blue Springs, Missouri, by Adding Two New Paragraphs to Schedule III, Table III-A, Prohibiting Parking at Certain Locations Within the Hidden Ridge Subdivision. Ms. Morgan made the first reading of Bill No. 4355, by title; copies of the proposed Bill having previously been made available to the public.

Councilman Fowler moved to approve Bill No. 4355 upon its first reading and proceed with the second reading. Motion seconded by Councilman Carter and carried unanimously.

Ms. Morgan made the second reading of Bill No. 4355, by title. Councilman Quibell moved to adopt Bill No. 4355 upon its second reading and give it ORDINANCE NO. 4528, with a copy attached hereto and made a part of the minutes. Motion seconded by Councilman Culpepper and carried with the following vote:

Councilman Fowler – Aye  Councilman Culpepper – Aye
Councilman Carter – Aye  Councilman Quibell – Aye
Councilman Edmondson – Aye  Councilman Lievsay – Aye
Mayor Ross – Aye

Councilman Edmondson introduced Bill No. 4356 amending Section 355.010 of the Code of Ordinances of the City of Blue Springs, Missouri, by Adding a New Paragraph to Schedule III, Table III-A, Prohibiting Parking at NW Arbor Drive, South and East Side, from NW 1st Street to NW Pecan, Within the Brittany Hills Subdivision. Ms. Morgan made the first reading of Bill No. 4356, by title; copies of the proposed Bill having previously been made available to the public.
Councilman Fowler to approve Bill No. 4356 upon its first reading and proceed with the second reading. Motion seconded by Councilman Carter and carried unanimously.

**2ND READING – BILL NO. 4356**

Ms. Morgan made the second reading of Bill No. 4356, by title. Councilman Quibell moved to adopt Bill No. 4356 upon its second reading and give it **ORDINANCE NO. 4529**, with a copy attached hereto and made a part of the minutes. Motion seconded by Councilman Culpepper and carried with the following vote:

- Councilman Carter – Aye
- Councilman Edmondson – Aye
- Councilman Culpepper – Aye
- Councilman Quibell – Aye
- Councilman Lievsay – Aye
- Councilman Fowler – Aye
- Mayor Ross – Aye

**INTRODUCTION AND 1ST READING – BILL NO. 4357**

Councilman Edmondson introduced Bill No. 4357 amending Section 355.010 of the Code of Ordinances of the City of Blue Springs, Missouri, by Adding Six New Paragraphs Prohibiting Parking at Certain Locations Within the Villas at Chapman Farms and the Gardens at Chapman Farms Subdivisions. Ms. Morgan made the first reading of Bill No. 4357, by title; copies of the proposed Bill having previously been made available to the public.

Councilman Fowler moved to approve Bill No. 4357 upon its first reading and proceed with the second reading. Motion seconded by Councilman Carter and carried unanimously.

**2ND READING – BILL NO. 4357**

Ms. Morgan made the second reading of Bill No. 4357, by title. Councilman Quibell moved to adopt Bill No. 4357 upon its second reading and give it **ORDINANCE NO. 4530**, with a copy attached hereto and made a part of the minutes. Motion seconded by Councilman Culpepper and carried with the following vote:

- Councilman Edmondson – Aye
- Councilman Lievsay – Aye
- Councilman Culpepper – Aye
- Councilman Quibell – Aye
- Councilman Fowler – Aye
- Councilman Carter – Aye
- Mayor Ross – Aye

**INTRODUCTION AND 1ST READING – BILL NO. 4358 – FINAL PLAT (PF-12-14-4699)**

Councilman Edmondson introduced Bill No. 4358 approving the Final Plat for Parkway Estates PR-O 21st Plat, Lots 28 thru 63, Tract S, north of SE Crimson Court, east of SE Monterrey Drive, north of SE Shamrock Land, and west of SE Taylor Road (PF-12-14-4699). Ms. Morgan made the first reading of Bill No. 4358, by title; copies of the proposed Bill having previously been made available to the public.

Councilman Fowler moved to approve Bill No. 4358 upon its first reading and proceed with the second reading. Motion seconded by Councilman Carter and carried unanimously.
Ms. Morgan made the second reading of Bill No. 4358, by title. Councilman Quibell moved to adopt Bill No. 4358 upon its second reading and give it **ORDINANCE NO. 4531**, with a copy attached hereto and made a part of the minutes. Motion seconded by Councilman Culpepper and carried with the following vote:

Councilman Culpepper – Aye Councilman Fowler – Aye
Councilman Quibell – Aye Councilman Carter – Aye
Councilman Lievsay – Aye Councilman Edmondson – Aye
Mayor Ross – Aye

**MAYORAL ANNOUNCEMENTS**

Mayor Ross expressed his sympathy to Councilman Culpepper and her husband in their loss of their daughter in Texas.

Thoughts to Ponder:

Quotes:
- Life’s most persistent and urgent question is “What are you doing for others?”
- The quality and not the longevity of life is what is important. *Dr. Martin Luther King, Jr.*

Mayor Ross recently went to see the movie “Selma” and was privileged to attend an event where he was able to meet the children of Selma. Mayor Ross also recently attended an MLK celebration at First Christian Church and the MLK Legacy and Scholarship Awards dinner.

**ADJOURNMENT**

At 7:20 p.m. there was no further business to come before the Council; Councilman Edmondson moved the meeting be adjourned. Motion seconded by Councilman Carter and carried unanimously.

**ATTEST:**

___________________________________
Carson Ross, Mayor

______________________________
Sheryl Morgan, City Clerk
CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE: January 9, 2015
SUBMITTED BY: Dennis Dovel  DEPARTMENT: Parks & Recreation

☐ Ordinance  ☒ Resolution  ☐ Presentation  ☐ Public Hearing
☐ Agreement  ☐ Discussion  ☐ Rezoning  ☐ Other

ISSUE/REQUEST
A Resolution approving a Facility Use Agreement between the City of Blue Springs and BMX of Blue Springs, Inc. for the use and operation of the BMX facility located in Pink Hill Park.

BACKGROUND/EXPLANATION
The BMX facility has been in operation since 1984 in Pink Hill Park. It is operated from April through November of each year for BMX practices, meets, and special events. The operation of the facility is not under the management of the City of Blue Springs. BMX of Blue Springs, Inc. works closely with the City in the management and upkeep of the facility.

JUSTIFICATION
Parks & Recreation staff met with BMX of Blue Springs Inc. to discuss the operation and maintenance requirements for the 2015 BMX season.

FINANCIAL IMPACT
Contractor: BMX of Blue Springs, Inc.
1610 NW Pin Oak Ct.
Grain valley, MO 64029
Amount of Request/Contract: NA
Amount Budgeted: NA
Funding Source/Account #: NA

PROJECT TIMELINE
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<td>March 1, 2015</td>
<td>February 29, 2016</td>
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STAFF RECOMMENDATION
Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED
Name of Board or Commission: NA
Date: NA
Action: NA
LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with copy of proposed 2015 Facility Use Agreement, attached as Exhibit “A.”

IF CONTRACT REQUIRED:

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<tr>
<td>1. E-Verify Affidavits Required?</td>
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<td>2. Contract/Affidavits Executed?</td>
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REVIEWED BY

<table>
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<tr>
<th>Requesting Director:</th>
<th>Budget:</th>
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<td>Dennis Dovel, Parks &amp; Recreation</td>
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<th>Legal:</th>
<th>City Administrator:</th>
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<tr>
<td>Nancy Yendes, Esq.</td>
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A RESOLUTION APPROVING AN AGREEMENT WITH BMX OF BLUE SPRINGS, INC. TO ALLOCATE CITY PROPERTY FOR USAGE BY THE YOUTH SPORTS ORGANIZATION

WHEREAS, the City of Blue Springs Parks and Recreation Department coordinates the use of City facilities for practices, meets and special events use; and

WHEREAS, the Blue Springs BMX race track has been in operation since 1984; and

WHEREAS, the Parks and Recreation Department staff met with representatives of BMX of Blue Springs, Inc. to discuss the BMX track management and use; and

WHEREAS, the Parks and Recreation Department recommends entering into an agreement with BMX of Blue Springs, Inc. to allocate needed facilities and support to continue to provide service to the BMX of Blue Springs, Inc. in order to provide BMX activities.

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

1. The City Administrator has the authority and is hereby authorized to enter into a contract with BMX of Blue Springs, Inc., 1610 NW Pin Oak Ct., Grain Valley, Missouri 64029, for property usage in Pink Hill Park. A copy of the proposed Contract is attached hereto as Exhibit “A” and is incorporated herein.

2. City Staff is directed to perform all tasks necessary to implement said Contract.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 2nd day of February, 2015.

__________________________________________
Carson Ross, Mayor

ATTEST:

__________________________________________
Sheryl Morgan, City Clerk
EXHIBIT A

2015 FACILITY USE AGREEMENT

-Between-

The City of Blue Springs and

BMX of Blue Springs, Inc.

The following document shall serve as a cooperative facility use agreement/contract between the City of Blue Springs (hereinafter the “City”) and BMX of Blue Springs, Inc. (hereinafter “BMX”) enacted this 2nd day of February, 2015.

In consideration of being allowed to operate the City’s facilities in conjunction with the City of Blue Springs, MO, Parks and Recreation Department, BMX agrees that:

1. BMX is an incorporated, not-for-profit volunteer organization devoted to the development and promotion of BMX racing within the community for children, youth and adults. BMX shall maintain Section 501(c) (3) of the Internal Revenue Code tax status. There shall be a BMX checking or savings account established and maintained.

2. BMX shall maintain liability insurance for those involved with the operation of the program, including BMX administration, volunteers, participants, and any other personnel utilized in the organization and running of practices, meets, and other special events. Specific insurance requirements will include:

   A) Coverage Limits: Minimum coverage shall include Comprehensive General Liability: Minimum limit $2,000,000 combined single limit for bodily injury and property damage per occurrence with City named as an additional insured on the policy and Comprehensive Automobile Liability: $2,000,000 combined single limit with City named as an additional insured on the policy.

   B) Cancellation Notification: The policy or policies, if available and possible, 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 BMX, any time after the Agreement has been signed, shall notify the City of any impending cancellation, actual cancellation, termination or nonrenewal of the policy by faxing or delivering to the City a copy of the insurer's cancellation, termination or nonrenewal notice to BMX within two (2) business days of BMX's receipt of said notice. BMX 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.

   C) Workers’ Compensation: if required, statutory requirements.

   D) Financial Strength: Provider of insurance coverage will be:

      1) Licensed and admitted in The State of Missouri, and

      2) Have a Best Guide rating of “A” or better.
Proof of necessary insurance coverage shall be filed with the Blue Springs, Missouri, Parks and Recreation Department prior to the beginning of each BMX season.

BMX, 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 BMX or the BMX’s agents, employees, sub-contractors or by others for whom BMX, is liable arising out of or in any way connected with or resulting from, performance of, or failure to perform, this contract or the use of the facilities specified herein.

3. BMX shall have the following documents on file with the Blue Springs Parks and Recreation Department 30 days prior to the first allocated date of use: 1) Track rules and regulations, 2) A tentative copy of that season’s operational budget, and 3) Proof of 501(c) (3) tax status. If documents haven’t been received within the 30 day time frame, the allocated use will not be authorized. Following the completion of each season, if requested, a copy of the organization’s annual report will be forwarded to the Blue Springs, MO, Director of Parks and Recreation.

4. In conjunction with utilizing facilities of the City, BMX may not charge a mandatory spectator admission fee for regular season meets or practices. However, BMX will be allowed to fund operations through the following methods: 1) Voluntary (but not mandatory) donations at the gate, 2) Voluntary donations through means of “passing the hat,” 3) Organization fundraiser(s), 4) Participant and/or track entry fees, and 5) Any other charitable contributions or gifts.

If so desired, BMX will be allowed to impose a mandatory admission fee for meets, provided that those charged are entering the actual track complex area. However, if such an admission fee for spectators is charged, prior approval is required by the Blue Springs Parks and Recreation Department, and the BMX, agrees to reimburse the City 15% of that gate fee collected. In accordance with the Blue Springs Parks and Recreation Department receiving federal Land and Water Conservation Fund (LWCF) monies, meet and/or clinic admission fees may not be collected at the entrance of a park itself, and are not to be collected of general park patrons.

5. BMX recognizes that a concession contract presently exists between the City and a designated concessionaire. The current concessionaire contract is with BMX.

6. BMX shall operate at those facilities designated for use by the Blue Springs Parks and Recreation Department, and accept those allocations as assigned. These facilities are only to be used for BMX practices and meets and are not to be reallocated by BMX or any other organization without the prior approval of Blue Springs Parks and Recreation Department.

The following facility will be utilized by Blue BMX:

A. Pink Hill Park BMX Track, March 1, 2015 – February 29, 2016, Races (Tuesdays, Fridays, Saturdays and Sundays)

7. BMX will submit to the Blue Springs Parks and Recreation Department a schedule of practices, meets, and special events to be conducted at City-owned facilities at least one week before each such event begins.
prior to the start of the BMX season. Additionally, BMX will submit to the Blue Springs Parks and Recreation Department requests regarding any races (regular season or tournament) in need of rescheduling that would extend the BMX season past its originally allocated facility dates. BMX acknowledges those predetermined schedules of both its organization and others as well, and will work with the Blue Springs Parks and Recreation Department to determine mutually acceptable dates for rescheduling contests.

8. BMX will be responsible for any damages/impairments to facilities of the City which occur during the organization’s use of the allocated facilities. BMX agrees to reimburse the City for any facility repair or equipment replacement necessitated by BMX’s use of the premises (normal wear and tear excepted).

The Blue Springs Parks and Recreation Department reserves the right to cancel activities in cases of extreme weather, whereby play might cause undue damage to the facilities, or potentially endanger the health of participants, spectators, or program-related personnel.

9. BMX may not make alterations and/or improvements to pre-existing facilities without first receiving the approval of the Blue Springs Parks and Recreation Department, and the Director of Parks and Recreation.

10. BMX agrees to reimburse the City for program related costs incurred through the operation of facility lighting, press box and scoreboard use. BMX will reimburse the City for these expenses in the form of a lump-sum payment following the completion of the league’s agreement. Electrical use billing will include an annual utility maintenance fee of 30%. The utility maintenance fee will be used to clean, re-aim, re-bulb the field lighting system on a scheduled basis.

11. BMX is responsible for, and agrees to provide for, any post-race or post practice clean-up necessary to leave allocated facilities in the condition in which it was found prior to utilization by BMX. If any maintenance or further clean-up services are necessary on behalf of the Parks and Recreation Department, BMX will be responsible for reimbursement of those costs, with a one-hour minimum billing at the hourly rate.

12. BMX recognizes that the Blue Springs Parks and Recreation Department operates on an annual budget which may be reduced by the Blue Springs City Administrator and/or the Blue Springs City Council. Funds available for improvements to present Blue Springs’ park facilities, the procurement of new parklands, and the expansion of departmental program opportunities are determined with annual budgetary limitations in consideration.

13. In an effort to facilitate communication between the Blue Springs Parks and Recreation Department and BMX, BMX will attempt to notify the Department of organization administrative or general membership meetings. A contact person from within the Department will then be allowed the opportunity to attend appropriate meetings.

14. BMX agrees to participate in the annual Youth Sports Expo held each year in February.

15. BMX agrees to abide by the City’s “4 Guiding Principles” which are:
A. We are a Family oriented community.

B. We desire a high level of "Livability" a community that is user-friendly, and easy place to live.

C. We desire to strive for and recognize Quality in all aspects of living and working in the City.

D. We value and appreciate the importance of Innovation in problem solving and charting a future course for our community.

In conjunction with extending BMX, facility use privileges, the Blue Springs, Missouri, Parks and Recreation Department agrees to:

1. Recognize BMX as an incorporated, not-for-profit organization devoted to the development and promotion of BMX racing within the community for children, youth and adults, respective of the organization remaining non-discriminatory, competent, and financially solvent in their operation.

2. Hold harmless BMX from claims relating to bodily injury or damages to property that result solely from negligence on the part of Blue Springs Parks and Recreation Department or the City.

3. Establish a Departmental contact person to act as a liaison to BMX. This Departmental employee will provide, upon request, assistance regarding recreation programming, scheduling and rescheduling efforts, and Departmental philosophy. All of the youth athletic associations, including BMX, are invited to attend the monthly meetings of the Blue Springs Park Commission.

4. Allow BMX to generate revenue for operations, provided that program-related revenues and monies are collected by one of the methods previously noted as acceptable and are only used to facilitate operations of the BMX program.

5. Attempt to work in cooperation with BMX, if a number of practices or meets need to be rescheduled that would extend the BMX season past its originally allocated facility use dates. Parks and Recreation Department Staff will also attempt to actively assist BMX, with facility scheduling, park infrastructure concerns, publicity efforts, etc., associated with those national BMX tournaments or special events sought to be hosted at the BMX track facility.

6. Schedule and perform standard maintenance tasks at City-owned and operated facilities. This is to include: 1) Routine mowing of park facilities, including interior track areas, 2) Routine park system trash removal (not exempting the BMX organization from post-practice or post practice clean-up responsibilities), 3) Provision for facility and field lighting, 4) Provision and maintenance of facility restrooms, 5) Assistance when additional facility seating is necessitated, and 6) General repair and/or replacement of broken facility lights, electrical components, fencing, etc.
7. Make improvements to existing parks within the Blue Springs’ system (including Pink Hill Park) and procure and develop new facilities within the limits of the annual Departmental budget.

8. The Director of Parks and Recreation will work cooperatively with BMX to establish a mutually acceptable utilities reimbursement schedule.

The terms of this agreement shall commence on March 1, 2015, and end on February 29, 2016. This agreement shall remain continuous for that time period, respective of both parties fulfilling their contractual obligations as expressly denoted herein.

Luke Pearce, President
BMX of Blue Springs, Inc.

Date

Eric Johnson, City Administrator
City of Blue Springs

Date
DATE: January 15, 2015
SUBMITTED BY: Dennis Dovel DEPARTMENT: Parks & Recreation

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<th>Issue/Request</th>
<th>Agreement</th>
<th>Resolution</th>
<th>Presentation</th>
<th>Public Hearing</th>
<th>Discussion</th>
<th>Rezoning</th>
<th>Other</th>
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**ISSUE/REQUEST**
A resolution to enter into a one year agreement with the Joe Walker Dance Band for entertainment at Vesper Hall.

**BACKGROUND/EXPLANATION**
Vesper Hall provides entertainment in the same manner as the Music in the Parks during the summer. The “Joe Walker Dance Band” has agreed to provide entertainment at Vesper Hall as scheduled. The attached agreement provides for a maximum of $4,500 for the year. Vesper Hall patrons pay an entrance fee to dances, $5 of which will be paid to the band by the City.

**JUSTIFICATION**
Council approval of an agreement is required to provide for this type of entertainment by the Joe Walker Dance Band. This agreement is modeled after the Music in the Parks Agreement from 2014.

**FINANCIAL IMPACT**
Contractor: Joe Walker Dance Band
Amount of Request/Contract: Not to exceed $4,500
Amount Budgeted: $4,500
Funding Source/Account #: 100.45000.520901.000

**PROJECT TIMELINE**
<table>
<thead>
<tr>
<th>Estimated Start Date</th>
<th>Estimated End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>February 3, 2015</td>
<td>February 2, 2016</td>
</tr>
</tbody>
</table>

**STAFF RECOMMENDATION**
Staff recommends approval.

**OTHER BOARDS & COMMISSIONS ASSIGNED**
Name of Board or Commission: N/A
Date: N/A
Action: N/A

Rev 05/01/2014
**LIST OF REFERENCE DOCUMENTS ATTACHED**

1. Resolution with Agreement (attached as Exhibit “A”).

**IF CONTRACT REQUIRED:**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>1. E-Verify Affidavits Required?</td>
<td>No</td>
</tr>
<tr>
<td>2. Contract/Affidavits Executed?</td>
<td>No</td>
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</table>

**REVIEWS BY**

<table>
<thead>
<tr>
<th>Requesting Director:</th>
<th>Budget:</th>
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<tbody>
<tr>
<td><em>Dennis Dovel, Parks &amp; Recreation</em></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Legal:</th>
<th>City Administrator:</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>Nancy Yendes, Esq.</em></td>
<td></td>
</tr>
</tbody>
</table>
A RESOLUTION APPROVING AN AGREEMENT WITH THE JOE WALKER DANCE BAND

WHEREAS, each year the City enters into agreements with entertainers for programs offered by Parks and Recreation at Vesper Hall; and

WHEREAS, the “Joe Walker Dance Band” has agreed to provide entertainment at Vesper Hall.

NOW, WHEREFORE, be it resolved and approved by the City Council of the City of Blue Springs, Missouri, as follows:

1: That the City Administrator of the City of Blue Springs, Missouri, is hereby authorized and directed to enter into an Agreement with the “Joe Walker Dance Band” for entertainment at Vesper Hall, a copy of which is attached hereto as Exhibit “A,” in an amount not to exceed $4,500.00.

2: That this Resolution shall be in full force and in 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 2nd day of February, 2015.

CITY OF BLUE SPRINGS

________________________________
Carson Ross, Mayor

ATTEST:

________________________________
Sheryl Morgan, City Clerk
CONTRACTOR AGREEMENT (CONTRACT)

THIS AGREEMENT, made and entered into this 2nd day of February, 2015, by the parties identified above.

WITNESSETH:

THAT, WHEREAS, the City of Blue Springs desires to engage the Joe Walker Dance Band (hereinafter referred to as “Contractor”) to perform certain services, in connection with a performance more particularly described in Exhibit A; 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 A.

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 A 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 Information. All information and instruction relative to performances shall be provided and scheduled at such times as may be designated by the City’s Parks & Recreation Department 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 city employees of or have any contractual relationship with the City except as employees of the Contractor. All of the 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.** All of the services required hereunder shall be completed within twelve months of the date of this agreement as set forth on *Exhibit A* and as scheduled by the City Parks & Recreation Department.

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 described in Section 7.b below and the Maximum Payment section of *Exhibit A* for this contract 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, in order 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 A*, 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 set by the Parks & Recreation Department and description of services set forth in *Exhibit A*.

   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 Four Thousand and Five Hundred and No/100 Dollars ($4,500.00) 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 A* 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 one of three different means: Facsimile Transmission ("FAX") if Contractor has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Contractor; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Contractor or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, 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 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 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 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 this Contract, nor 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.

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. **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.

15. **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.

16. **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, 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 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.
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 or any other federal or state law.

d. This agreement, and any part of it, is not intended to act as a waiver or limitation of City’s rights and or defenses with regard to sovereign immunity under Federal Law, Missouri Law or Municipal Regulation.

17. Notices. All notices required or permitted hereunder and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. 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. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

18. 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.

19. Entire Agreement. This contract contains the entire agreement 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.

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

CERTIFICATE OF BUDGET

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

______________________________
Director of Finance/Budget Officer

CONTRACTOR: Joe Walker Dance Band

By: ____________________________
Name: __________________________
Title: ___________________________

CITY OF BLUE SPRINGS, MISSOURI

______________________________
Eric Johnson, City Administrator

APPROVED AS TO FORM

______________________________
City Attorney
**Exhibit A to Contract**

**Scope of Work**

<table>
<thead>
<tr>
<th>Name of Contractor</th>
<th>“Joe Walker Dance Band”</th>
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**Scope of Work (Job Description)**

Joe Walker Dance Band will provide musical service every second Sunday monthly or once monthly at Vesper Hall as directed by the City.

**Start Date**

February 3, 2015

**Interim Deadlines (if applicable)**

<table>
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<tr>
<th>Date</th>
<th>Phase of Project To Be Completed</th>
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<tbody>
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**Final Completion Deadline**

February 2, 2016

**Reimbursable Expenses**

- [x] None
- [ ] Travel, Lodging, Meals, Phone Calls, Copying, Postage

**Maximum Payment**

- $4,500 Maximum Payment for Services Rendered for twelve month period
- $0 Maximum Amount Of Expenses To Be Reimbursed
- $4,500 Total Maximum Amount To Be Paid To Contractor for twelve month period

**Method of Payment**

- [ ] Lump Sum Of Entire Amount Upon Satisfactory Completion of Project
- [ ] Monthly Payments
- [x] Incremental Payments As Follows: Based On Rate of $5 per person paying to dance. Band will be paid within two weeks after dance.

**City Official To Approve Payment(s)**

**Department Head’s Signature**

Date:
CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE: January 20, 2015

SUBMITTED BY: Christine Cates       DEPARTMENT: Administration

☐ Ordinance      ☒ Resolution     ☐ Presentation     ☐ Public Hearing
☐ Agreement      ☐ Discussion      ☐ Rezoning         ☐ Other

ISSUE/REQUEST
Agreement between the City of Blue Springs and the Blue Springs Chamber of Commerce to provide staffing support and professionally designed marketing materials and advertising for the Buy Blue Springs program and the Discover Blue Springs program. The goal of this agreement is to increase local purchasing by our residents and visitors attracted from surrounding and more distant areas by promoting local merchants and attractions.

This agreement would appropriate two $5,000 payments over two years and begin in October 2014 and run through September 30, 2016.

BACKGROUND/EXPLANATION
The proposed contract amount for this agreement between the City of Blue Springs and the Blue Springs Chamber of Commerce is for $10,000. One (1) $5,000 payment would be made each year for two years for the design and production of marketing materials associated with the Buy Blue Springs program launched in 2010 by the Chamber of Commerce and the Discover Blue Springs Campaign highlighting things to do in the Blue Springs area.

The primary objective of the initial program is to encourage residents and visitors to Buy Blue Springs when they are considering where to make purchases in order to increase sales tax revenue to help support current and future services. The Discover Blue Springs program is designed to bring additional visitors (tourists) to Blue Springs to spend their travel dollars in Blue Springs.

The proposed contract requires the Chamber of Commerce to provide on-going marketing materials, advertising, website promotion to residents, visitors, and tourists and administrative support for the program. The Chamber of Commerce would also be required to annually report back to the City Council on the program’s successes and outcomes and future needs.

JUSTIFICATION
This request represents the third two-year agreement with the Chamber of Commerce for the Buy Blue Springs program. The fiscal year 2014-15 budget includes $5,000 budgeted in the Hotel/Motel Tax Fund for this agreement.
**FINANCIAL IMPACT**

<table>
<thead>
<tr>
<th>Contractor:</th>
<th>Blue Springs Chamber of Commerce</th>
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<tbody>
<tr>
<td>Amount of Request/Contract:</td>
<td>$10,000 ($5,000 annually for two years)</td>
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<tr>
<td>Amount Budgeted:</td>
<td>$5,000 FY 2014-15</td>
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<td>Funding Source/Account #:</td>
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<td>Additional Funds Needed:</td>
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<td>Funding Source/Account #:</td>
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**PROJECT TIMELINE**

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<tr>
<td>October 1, 2014</td>
<td>September 30, 2016</td>
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**STAFF RECOMMENDATION**

Staff recommends approval.

**OTHER BOARDS & COMMISSIONS ASSIGNED**

<table>
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<th>Name of Board or Commission:</th>
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<tbody>
<tr>
<td>Date:</td>
<td></td>
</tr>
<tr>
<td>Action:</td>
<td></td>
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</table>

**LIST OF REFERENCE DOCUMENTS ATTACHED**

1. Resolution with Agreement for Marketing Services, attached as Exhibit A.

**IF CONTRACT REQUIRED:**

1. E-Verify Affidavits Required? Yes
2. Contract/Affidavits Executed? Yes

**REVIEWED BY**

<table>
<thead>
<tr>
<th>Requesting Director:</th>
<th>Budget:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Christine Cates</td>
<td></td>
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<tr>
<td>Legal:</td>
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<tr>
<td>Nancy Yendes, Esq.</td>
<td></td>
</tr>
<tr>
<td>City Administrator:</td>
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</tbody>
</table>
A RESOLUTION APPROVING A CONTRACT FOR MARKETING SERVICES WITH THE BLUE SPRINGS CHAMBER OF COMMERCE FOR THE BUY BLUE SPRINGS AND DISCOVER BLUE SPRINGS PROGRAMS

WHEREAS, the City of Blue Springs (City) and the Blue Springs Chamber of Commerce (the Company) deem it to be in the best interest of the City and the Company to enter into a marketing services contract that sets forth the terms and conditions for the provision of marketing materials and staffing support for the Buy Blue Springs and Discover Blue Springs Programs being brought forward by Chamber representatives with the goal of increasing local purchasing by our residents and visitors attracted from surrounding and more distant areas.

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

1. The Mayor or City Administrator is hereby authorized to enter into a marketing services contract between the City of Blue Springs, Missouri, and the Blue Springs Chamber of Commerce, 1000 Main Street, Blue Springs, Missouri 64015, for the provision of professionally designed marketing materials, website promotion, and administration oversight for the Buy Blue Springs and Discover Blue Springs programs. A copy of said agreement is attached hereto as Exhibit “A” and made a part of this Resolution.

2. City staff is hereby directed to perform all tasks necessary to implement such agreement.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 2nd day of February, 2015.

CITY OF BLUE SPRINGS

_________________________________
Carson Ross, Mayor

ATTEST:

_________________________________
Sheryl Morgan, City Clerk

Rev. 05/01/2014
CITY
CITY OF BLUE SPRINGS
903 MAIN ST
BLUE SPRINGS, MO 64015

CONTRACTOR
Name:
Blue Springs Chamber of Commerce
Address: 1000 W. Main Street

Attention: Christine Cates
Department: Administration
Phone: 816-228-0140

Fax: 816-228-8558

Fax: Tax ID Number:

CONTRACTOR AGREEMENT (CONTRACT)

THIS AGREEMENT, made and entered into this 2\textsuperscript{nd} day of February, 2015, by the parties identified above.

WITNESSETH:

THAT, 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 A; 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 A in accordance with the standard of care, skill, expertise, materials, and requirements set forth in the drawings and specifications.

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 A 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 of the 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 A.**

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, as described in the Maximum Payment section of **Exhibit A** for this contract 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, in order 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 A,** 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 A.**

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 **Ten Thousand Dollars ($10,000)** over a two year period 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 A** 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 one of three different means: Facsimile Transmission ("FAX") if Contractor has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Contractor; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Contractor or given by FAX, 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, and materials 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 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 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 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
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 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.

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. **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 insurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

15. **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.
16. **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.

17. **Insurance.** Contractor agrees to maintain insurance as set forth below and provide to City certificates of coverage evidencing said coverage within fifteen (15) days of the time of the signing of this Contract, 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 $2,000,000 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 with City named as an additional insured on the policy.

   c. Workers' Compensation: statutory requirements.

   d. Professional Liability Insurance: Contractor 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. (If not applicable, delete this subparagraph)

18. **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, 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 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.

   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 or any other federal or state law.

19. **Enrollment in Work Authorization Program and Affidavit Concerning Employment of Unauthorized Aliens.** If this contract, awarded to a business entity, is in excess of five thousand dollars, the business entity, and any subcontractors of the business entity, shall, by sworn 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. (Note: If the contract is not in excess of five thousand dollars, this provision does not apply and the affidavits need not be signed.) Every such business entity, and any subcontractors of the business entity, shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A subcontractor shall provide similar affidavits and
documentation to the Contractor at the time the subcontractor is hired pursuant to Section 15 CSR 60-15.020. 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 two Affidavits shall be used by the contractor and any subcontractors that are required to sign affidavits:
AFFIDAVIT AND PROVISION OF DOCUMENTATION

STATE OF MISSOURI  )
COUNTY OF JACKSON  ) ss.

Affiant, Lara M. Vermillion, the President (title) of Blue Springs Chamber of Commerce, having been duly sworn, states upon his/her oath:

1. My name is Lara Vermillion. I am a representative of the business entity, or a subcontractor of the business entity, entering into this contract with the City of Blue Springs who is authorized to sign this affidavit on behalf of that business entity.

2. I hereby swear or affirm the above named business entity's does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

3. I also swear and affirm to the accuracy of the attached documentation evidencing the above named business entity's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

FURTHER AFFIANT SAYETH NOT.

BONNIE E. CLARK
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES: 6/16/2018
COMMISSION # 14628011

Subscribed, acknowledged, and sworn to before me by Lara Vermillion this 21st day of January, 2015.

My Commission Expires: June 16, 2018
AFFIDAVIT CONCERNING EMPLOYMENT OF UNAUTHORIZED ALIENS

STATE OF MISSOURI )
COUNTY OF JACKSON ) ss.

Affiant, Lara M. Vermillion, the President (title) of
Blue Springs Chamber of Commerce

(contractor's full name) having been duly sworn, states upon his/her oath:

1. My name is Lara M. Vermillion. I am a representative of the business entity, or a subcontractor
of the business entity, entering into this contract with the City of Blue Springs who is authorized to sign this affidavit
on behalf of that business entity.

2. I hereby swear or affirm the above named business entity does not knowingly employ any person
who is an unauthorized alien in connection with the contracted services.

FURTHER AFFIANT SAYETH NOT.

BONNIE E. CLARK
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPires: 6/16/2018
COMMISSION # 14628011

Lara M. Vermillion
President
(Print Name & Title)
Lara M. Vermillion

Subscribed, acknowledged, and sworn to before me by Lara M. Vermillion this 21st day of January, 2015.

Bonnie E. Clark
Notary Public

My Commission Expires: June 16, 2018
20. Notices. All notices required or permitted hereunder and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. 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. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

21. 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.

22. Entire Agreement. This contract contains the entire agreement 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.

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

CERTIFICATE OF BUDGET

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

Director of Finance/Budget Officer

APPROVED AS TO FORM

City Attorney

CONTRACTOR: Blue Springs Chamber Commerce

By: Lara M. Vermillion
Name: Lara M. Vermillion
Title: President

CITY OF BLUE SPRINGS, MISSOURI

By: ___________________________
Eric Johnson, City Administrator
Exhibit A to Contract

Scope of Work

<table>
<thead>
<tr>
<th>Name of Contractor</th>
<th>Blue Springs Chamber of Commerce</th>
</tr>
</thead>
</table>

**Scope of Work (Job Description)**

The City Council’s has stated an objective of encouraging residents, visitors and surrounding communities to Buy Blue Springs with the express goal of attracting visitors and tourists and increasing the amount of local sales tax dollars collected whenever possible. To meet this goal of increasing local purchasing by our residents and visitors attracted from surrounding and more distant areas, the City of Blue Springs will, in return for the Chamber’s agreement to monitor support from our voter approved transient bed tax, provide to the Chamber of Commerce funds so that local businesses can have available professionally designed marketing materials and publicity that will help to market the benefits of buying locally to visitors, tourists, residents, local government entities and businesses, Said funds will also help fund a website that will list businesses and attractions that are available to visitors and residents and help differentiate the Buy Blue Springs businesses. In addition the Chamber will continue its Discover Blue Springs program which is designed to provide information to potential and actual tourists interested in Blue Springs though its website, www.DiscoverBlueSprings.com, brochures, maps and other informational devices. The Chamber of Commerce presented a formal marketing plan document to the City Council in September 2012 where the specific details of the program were outlined. The contents of that PowerPoint presentation are incorporated herein by reference and made a part of this Agreement.

With this contract, the Chamber agrees to provide marketing materials and staffing support to promote both programs over a two year period. The Chamber also agrees to annually update the City Council on the progress and success of the programs through a formal presentation at an agreed upon City Council meeting. The City’s contribution to the Buy Blue Springs campaign and the Discover Blue Springs campaign will be funded through the voter approved transient bed tax.

<table>
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<tr>
<th>Start Date</th>
<th>October 1, 2014</th>
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<table>
<thead>
<tr>
<th>Interim Deadlines (if applicable)</th>
<th>Date</th>
<th>Phase of Project To Be Completed</th>
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<td></td>
<td>Year 1 Payment - $5,000</td>
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<tr>
<td>October 1, 2014</td>
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<td></td>
</tr>
<tr>
<td>– September 30, 2015</td>
<td></td>
<td></td>
</tr>
<tr>
<td>October 1, 2014</td>
<td>Year 2 Payment - $5,000</td>
<td></td>
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<tr>
<td>– September 30, 2015</td>
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<table>
<thead>
<tr>
<th>Final Completion Deadline</th>
<th>September 30, 2016</th>
</tr>
</thead>
</table>

<p>| Reimbursable Expenses | | |
|-----------------------| | |
| ☒ None                | | |
| ☐ Travel, Lodging, Meals, Phone Calls, Copying, Postage | | |</p>
<table>
<thead>
<tr>
<th><strong>Maximum Payment</strong></th>
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<th>Maximum Payment for Services Rendered</th>
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<td>Maximum Amount Of Expenses To Be Reimbursed</td>
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<td></td>
<td>$10,000 over two years</td>
<td>Total Maximum Amount To Be Paid To Contractor</td>
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<table>
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<th><strong>Method of Payment</strong></th>
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<tr>
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<td>Lump Sum Of Entire Amount Upon Satisfactory Completion of Project</td>
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<tr>
<td>□</td>
<td>Monthly Payments Based On Rate of $__________ Per Hour</td>
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<tr>
<td>✓</td>
<td>Incremental Payments As Follows:</td>
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</table>

  Year 1 Payment - $5,000 – October 1, 2014 – September 30, 2015
  Year 2 Payment - $5,000 – October 1, 2015 – September 30, 2016

<table>
<thead>
<tr>
<th><strong>City Official To Approve Payment(s)</strong></th>
<th>Christine Cates, Assistant City Administrator</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th><strong>Department Head’s Signature</strong></th>
<th><strong>Date:</strong></th>
</tr>
</thead>
</table>
THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION
MEMORANDUM OF UNDERSTANDING

ARTICLE I
PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Blue Springs Chamber of Commerce (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee’s eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II
FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:
   - Automated verification checks on alien employees by electronic means, and
   - Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer antidiscrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative
Company ID Number: 329654

nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

   A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.

   B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

   • If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

   • If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.
6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by noting the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking
adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-866-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as
authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer’s responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a((1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer’s use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the
contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee’s work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee’s stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee’s basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer’s compliance with Federal contracting requirements.
ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible.
after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee’s documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take
mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.
E-Verify

Company ID Number: 329654

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer  Blue Springs Chamber of Commerce

Lara Vermillion
Name (Please Type or Print)  

Electronically Signed
Signature

05/21/2010
Date

Department of Homeland Security – Verification Division

USCIS Verification Division
Name (Please Type or Print)

Electronically Signed
Signature

05/21/2010
Date
DATE: January 22, 2015

SUBMITTED BY: Chris Sandie  DEPARTMENT: Public Works

Ordinance  Resolution  Presentation  Public Hearing
Agreement  Discussion  Rezoning  Other

ISSUE/REQUEST
Ordinance amending language in Titles II and VII of the Code of Ordinances to allow on-site sewer systems to be used in limited cases.

BACKGROUND/EXPLANATION
The Municipal Code currently requires all new buildings in the City of Blue Springs to be connected to the public sewer system and does not provide flexibility for properties in which an exorbitant expense to the property owner would be incurred to facilitate connection for a single structure. These types of expenses are typically incurred for large properties located a significant distance from existing public sanitary sewers. The City of Blue Springs Public Works Department is initiating a Municipal Code text amendment to Sections 260.110, 700.030 and 715.040 in order to provide limited temporary flexibility to accommodate these situations.

JUSTIFICATION
The City has denied plans for large homes on multi-acre tracts due to the unavailability of city sewer infrastructure being present within a reasonable distance to allow property owners to connect their sewer service lines to the public infrastructure. The ordinance change will allow property owners on the fringe of the city, within city limits, to construct homes on large tracts while providing easements for future sewer mains to serve adjacent properties as the City’s sewer system is extended. There are currently three properties that will benefit from the ordinance change; two are on Cook Road and one is on Shepherd Road.

The proposed Municipal Code text amendment provides limited, temporary flexibility to accommodate larger properties that would incur a significant expense in order to connect to existing public sanitary sewers. These Municipal Code changes are consistent with municipalities in the Kansas City metropolitan area. The Public Works Department recommends approval of these proposed Municipal Code text amendments.

FINANCIAL IMPACT
Contractor: N/A
Amount of Request/Contract: N/A
Amount Budgeted: N/A
Funding Source/Account #: N/A
Additional Funds Needed: N/A
Funding Source/Account #: N/A
PROJECT TIMELINE

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STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

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LIST OF REFERENCE DOCUMENTS ATTACHED

1. Proposed Ordinance

IF CONTRACT REQUIRED:

1. E-Verify Affidavits Required? N/A
2. Contract/Affidavits Executed? N/A

REVIEWED BY

<table>
<thead>
<tr>
<th>Requesting Director:</th>
<th>Budget:</th>
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<tbody>
<tr>
<td>Christopher G. Sandie</td>
<td></td>
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<th>Legal:</th>
<th>City Administrator:</th>
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<tbody>
<tr>
<td>Nancy Yendes, Esq.</td>
<td></td>
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</table>
AN ORDINANCE AMENDING SECTIONS 260.110, 700.030 AND 715.060 OF THE CODE OF ORDINANCES OF THE CITY OF BLUE SPRINGS, MISSOURI, TO PERMIT ON-SITE WASTE DISPOSAL SYSTEMS WHEN CERTAIN CRITERIA IS MET

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLUE SPRINGS, MISSOURI, AS FOLLOWS:

NOTE: Language to be added is underscored.

Section 1: That Section 260.110, Sewage Disposal, of the Code of Ordinances, City of Blue Springs, Missouri, is hereby amended such that Section 260.110 as amended shall read as follows:

SECTION 260.110: SEWAGE DISPOSAL

All sewage shall be disposed of in a public sewerage system or, in the absence thereof, in a manner approved by the Health Authority provided City of Blue Springs requirements are met.

Section 2: That Section 700.030, All New Buildings, of the Code of Ordinances, City of Blue Springs, Missouri, is hereby amended such that Section 700.030 as amended shall read as follows:

SECTION 700.030: ALL NEW BUILDINGS TO BE CONNECTED TO SEWERAGE AND WATER SYSTEMS – EXCEPTION FOR SEWER.

1. All buildings hereafter constructed in the City for human habitation or occupancy or which are used in any manner by the general public shall be connected to the water system and sewerage system of the City provided however that a permit may be obtained to allow an on-site waste disposal system if all of the following criteria are met:

a. The location of a lawful tap to the sewerage system operated by the City is more than three hundred (300) feet from a non-residential property line or one hundred (100) feet from a residential property line;

b. The lot or parcel is a lawful lot, parcel or tract of land under the City’s Unified Development Code;

c. Any on-site waste water system will be in compliance with the most current Jackson County, Missouri On-Site Sewage Rules and Regulations and all applicable federal, state and local laws and regulations;
d. The on-site sewage system will not constitute a violation of any permit or agreement the City has with any agency;

e. The Directors of Public Works and Community Development determine that on-site sewage system will not impede or interfere with any plans to provide sewer or other city services to the general area surrounding the property to be served by the on-site sewage system;

f. The Director of Public Works determines that the on-site sewage system will not pose any environmental concerns and that sewer is not presently available to such property;

g. Only one connection for the parcel of property to be served by the on-site sewage system is to be allowed; An agreement approved by the City Attorney is executed and a covenant in a form approved by the City Attorney is placed on the property that the on-site sewage system will be abandoned according to applicable law and the structure connected to the City’s sewage system within ninety days of notification of the on-site system has been found to be significantly deteriorated or beyond repair by the City, any agency of the State, Jackson County, federal government, or court of competent jurisdiction;

h. All easements needed to provide future sewer service to the property which would be located on property owned by the applicant shall be dedicated to the City or an irrevocable consent to dedicate easements signed by such applicant is recorded in a form approved by the City Attorney; and

i. The issuance of the permit is approved by the City Council of Blue Springs.

2. Following receipt of permission to install the on-site wastewater treatment system from the City of Blue Springs City Council, the applicant shall obtain an Individual On-Site Wastewater Disposal Permit from Jackson County Missouri. No building permits shall be issued and no plat shall be recorded until such time as an Individual On-Site Wastewater Disposal Permit has been acquired from the appropriate agency in Jackson County and such permit has been complied with, or escrow to assure compliance has been provided to the City.

3. A property with an approved on-site wastewater treatment system may not be further subdivided until such time as a direct connection to the public sewer system is constructed and available to each lot created by such subdivision.

**Section 3:** That Section 715.060, Unlawful to Discharge Wastes Into Waterways, of the Code of Ordinances, City of Blue Springs, Missouri, is hereby amended such that Section 715.060 as amended shall read as follows:

**SECTION 715.060: UNLAWFUL TO DISCHARGE WASTES INTO WATERWAYS.**

The owner of all houses, buildings or properties used for human occupancy, employment, recreation or other purpose situated within the City and abutting on any street, alley or right-of-way in which there is now located or may in the future be located a public sanitary or combined sewer of the City, is hereby required at his/her expense to install suitable toilet facilities therein, and to connect such facilities directly with the proper public sewer in accordance with the provisions of this Article, within ninety (90) days after date of official notice to do so, provided that said public sewer is within one hundred (100) feet of a residential
property line or three hundred (300) feet of a non-residential property line or a permit for on-site wastewater treatment system has been obtained under Section 700.030.

Section 4: Savings Clause. Nothing in this ordinance shall be construed to affect any suit or proceeding now pending in any court or any rights acquired or liability incurred nor any cause or causes of action occurred or existing, under any act or ordinance repealed hereby. Nor shall any right or remedy of any character be lost, impaired, or affected by this ordinance.

Section 5: Severability Clause. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Council hereby declares that it would have adopted the ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

Section 6: This Ordinance shall be in full force and effect from and after passage and approval by the Mayor of Blue Springs, Missouri.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 2nd day of February, 2015.

________________________
Carson Ross, Mayor

ATTEST:

____________________________
Sheryl Morgan, City Clerk

1st reading:______________
2nd reading:______________
DATE: January 22, 2015

SUBMITTED BY: Scott Allen
DEPARTMENT: Community Development

Ordinance ☒ Resolution ☐ Presentation ☐ Public Hearing ☐
Agreement ☐ Discussion ☐ Rezoning ☐ Other ☐

ISSUE/REQUEST
Approval of a Final Plat – PF-05-14-4432
Request for an extension of approval of a Final Plat – Cosentino’s Price Chopper No. 109 for a one lot 7.085 +/- acre subdivision.

BACKGROUND/EXPLANATION
In November 2013, Price Chopper began the process of approvals needed to expand the existing Price Chopper grocery store located at 1305 NW 7 Hwy. The grocery store is located on the west side of NW 7 Hwy. and north of Interstate 70 and Pointe Center. The 16,300 square foot building addition required approval of Site Plan Design Review approval and platting. The City Council approved the Final Plat on July 7, 2014. Because the applicant did not record the Final Plat within 6 months of the approval, the plat has expired. The applicant is requesting an extension of the approval because it was incumbent upon the applicant to have a portion of the property ownership transferred to “Cosentino’s Enterprises, Inc.” prior to recording the plat. This ownership transfer was just recently completed.

JUSTIFICATION
Section 403.050.E.8, Final Plat expiration – revocation of approval provides the following:

“If the developer fails to record a final plat with Jackson County Recorder of Deeds within a period of six (6) months from the date of final plat approval, the City Council shall require the developer to explain extenuating circumstances preventing recording of the plat. If the City Council determines that an extension of time for recording would serve the best interests of the City of Blue Springs, they shall be authorized to grant up to one (1) extension for a period not to exceed six (6) months. If the City Council determines that an extension of time for recording would not serve the best interests of the City of Blue Springs, then the City Council shall formally revoke its approval of the final plat and notify the developer and the Jackson County Recorder of Deeds of such action.”

FINANCIAL IMPACT

Contractor: N/A
Amount of Request/Contract: 
Additional Funds Needed: 
Funding Source/Account #: 

Rev 1/7/2015
**PROJECT TIMELINE**

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**STAFF RECOMMENDATION**

Staff recommends that the extension of the approval for the above referenced Final Plat application be approved subject to the originally approved conditions as follows:

1. Approval by the Planning Commission is based on the representations of any drawings presented as part of this application and does not waive any requirement or development standard contained in the UDC nor any condition required by the Planning Commission as part of this approval.

2. An approval letter from MoDOT accepting the traffic study and proposed right-turn lanes must be submitted prior to issuance of a building permit. All improvements within the 7 Highway right-of-way must be coordinated with MoDOT.

3. The five (5) foot sidewalk along 7 Highway must be installed, or a financial guarantee submitted, prior to City Council approval of the Final Plat.

4. Prior to building permits being issued, the Final Plat shall be recorded with Jackson County and all required documents must be returned to the Community Development Department once the plat has been recorded in order to obtain any building permits.

**OTHER BOARDS & COMMISSIONS ASSIGNED**

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<td>Action:</td>
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**LIST OF REFERENCE DOCUMENTS ATTACHED**

1. Proposed Ordinance extending time to file plat
3. Ordinance Approving Final Plat dated July 7, 2014 and attachments

**IF CONTRACT REQUIRED:**

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<tr>
<th>1. E-Verify Affidavits Required?</th>
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<tr>
<td>2. Contract/Affidavits Executed?</td>
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</table>
| **Requesting Director:**  
| Scott Allen, Community Development |
| **Legal:**  
| Nancy Yendes, Esq. |
| **Budget:** |
| **City Administrator:** |
AN ORDINANCE EXTENDING THE TIME TO FILE THE FINAL PLAT FOR CONSENTINO’S PRICE CHOPPER NO. 109 WITH THE JACKSON COUNTY RECORDER’S OFFICE

WHEREFORE, the Final Plat of Cosentino’s Price Chopper No. 109 was approved by passage of Ordinance No. 4495 on July 7, 2014, but the final plat has not yet been recorded as required by Section 403.050.E.7, of the Unified Development Code;

WHEREFORE, the City Council may, upon good cause shown, extend the six (6) month time period to file a final plat for an additional six (6) month time period under Section 403.050.E.8 of such Code; and

WHEREFORE the property owner has requested an extension of six months to record the final plat and has established good cause for such extension.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLUE SPRINGS, MISSOURI, AS FOLLOWS:

Section 1: That the time period for the filing of the final plat of Cosentino’s Price Chopper No. 109 with the Office of the Recorder of Deeds of Jackson County, Missouri is hereby extended six (6) months from the date of passage of this Ordinance.

Section 2. 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 2nd day of February, 2015.

CITY OF BLUE SPRINGS

________________________
Carson Ross, Mayor

ATTEST:

________________________
Sheryl Morgan, City Clerk

1st reading _____________
2nd reading _____________
January 7, 2015

Ms. Sheryl Morgan, City Clerk
City of Blue Springs
City Hall
903 W. Main Street
Blue Springs, Missouri 64015

Re: Request for Time Extension for Recording of Final Plat for Cosentino’s Price Chopper No. 109

Dear Sheryl:

On behalf of Cosentino’s Enterprises, Inc., we are requesting a six month time extension to accomplish getting the final plat recorded. There were extenuating circumstances preventing recording of the plat.

When we took the plat to the Jackson County Recorder of Deeds to be recorded, we were informed that there is a portion of the property that belongs to another Cosentino family member. We notified Victor Cosentino about this matter and requested that he arrange to have the property in question transferred to the proper entity. There were some legal issues to get this accomplished and those were just recently finalized and the property has now been transferred.

We are awaiting receipt of the title information and as soon as it is in hand we will immediately proceed with having the final plat recorded. The expansion of the store has been on hold until this matter was resolved and we were informed today that preparation of construction documents will be authorized this week and submittal for a building permit will be done as quickly as possible.

We understand that this request must be approved by the City Council and would appreciate being placed on the next available Council agenda.

Respectfully,

SHAFAER, KLINE & WARREN, INC.

By: Charles A. Tulloch, Jr., P.S.
Vice President, Development Services
AN ORDINANCE APPROVING FINAL PLAT FOR
CONSENTINO'S PRICE CHOPPER NO. 109
CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI

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

SECTION 1. The final plat of Consentino’s Price Chopper No. 109 within the City of Blue Springs, Missouri, hereinbefore presented to the City Council and having been found to be in compliance with the Unified Development Code, its amendments, and other ordinances of the City of Blue Springs, is hereby approved.

SECTION 2. 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 7th day of July, 2014.

Carson Ross, Mayor

ATTEST:

Kathy Richardson, City Clerk

1st reading July 7, 2014
2nd reading July 7, 2014
CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE: July 7, 2014

SUBMITTED BY: Scott Allen
DEPARTMENT: Community Development

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<th>Resolution</th>
<th>Presentation</th>
<th>Public Hearing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agreement</td>
<td>Discussion</td>
<td>Rezoning</td>
<td>Other</td>
</tr>
</tbody>
</table>

ISSUE/REQUEST
Approval of a Final Plat – PF-05-14-4432
Request for approval of a Final Plat – Consentino’s Price Chopper No. 109 for a one lot 7.085 +/- acre subdivision.

BACKGROUND/EXPLANATION
In November 2013 Price Chopper began the process of approvals needed to expand the existing Price Chopper grocery store located at 1305 NW 7 Hwy. to 77,500 square feet. The grocery store is more generally located on the west side of NW 7 Hwy. and north of Interstate 70 and Pointe Center. The 16,300 square foot building addition required approval of Site Plan Design Review approval and platting. The applicant is currently seeking Final Plat approval.

JUSTIFICATION
The applicant meets the UDC requirements for Plat approval.

FINANCIAL IMPACT

<table>
<thead>
<tr>
<th>Contractor:</th>
<th>Amount of Request/Contract:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Amount Budgeted:</td>
</tr>
<tr>
<td></td>
<td>Funding Source/Account #:</td>
</tr>
<tr>
<td></td>
<td>Additional Funds Needed:</td>
</tr>
<tr>
<td></td>
<td>Funding Source/Account #:</td>
</tr>
</tbody>
</table>

PROJECT TIMELINE

<table>
<thead>
<tr>
<th>Estimated Start Date</th>
<th>Estimated End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

STAFF RECOMMENDATION
Staff recommends approval of the Final Plat application subject to the following conditions:
1. Approval by the Planning Commission is based on the representations of any drawings presented as part of this application and does not waive any requirement or development standard contained in the UDC nor any condition required by the Planning Commission as part of this approval.

Rev 05/01/2014
2. An approval letter from MoDOT accepting the traffic study and proposed right-turn lanes must be submitted prior to issuance of a building permit. All improvements within the 7 Highway right-of-way must be coordinated with MoDOT.

3. The five (5) foot sidewalk along 7 Highway must be installed, or a financial guarantee submitted, prior to City Council approval of the Final Plat.

4. Prior to building permits being issued, the Final Plat shall be recorded with Jackson County and all required documents must be returned to the Community Development Department once the plat has been recorded in order to obtain any building permits.

OTHER BOARDS & COMMISSIONS ASSIGNED

| Name of Board or Commission: | Planning Commission |
| Date: | June 23, 2014 |
| Action: | Approved Preliminary Plat with conditions VOTE: 7-Aye, 0-No |

| Name of Board or Commission: | Planning Commission |
| Date: | June 23, 2014 |
| Action: | Recommended Final Plat approval with conditions VOTE: 7-Aye, 0-No |

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Staff report with attachments
2. Location & Zoning Map
3. Final Plat

IF CONTRACT REQUIRED:

1. E-Verify Affidavits Required? N/A
2. Contract/Affidavits Executed? N/A

REVIEWED BY

Requesting Director: [Signature]

Legal: [Signature]

Budget: 

City Administrator: [Signature]
### PLANNING COMMISSION
STAFF REPORT

<table>
<thead>
<tr>
<th>Meeting Date:</th>
<th>June 23, 2014</th>
<th>Agenda Items:</th>
<th>3 &amp; 4</th>
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</thead>
<tbody>
<tr>
<td>Case File Number:</td>
<td>PP-05-14-4433</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>PF-05-14-4432</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Consentino’s Price Chopper No. 109</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type of Application:</td>
<td>Preliminary Plat &amp; Final Plat</td>
</tr>
<tr>
<td>Request:</td>
<td>Approval of a 7.085 +/- acre one lot subdivision</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Applicant:</th>
<th>Shafer, Kline &amp; Warren, Inc. / Arnie Tulloch</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Owner:</td>
<td>Consentino’s Food Service/ Victor Consentino</td>
</tr>
<tr>
<td>Engineer:</td>
<td>Shafer, Kline &amp; Warren, Inc. / Arnie Tulloch</td>
</tr>
<tr>
<td>Architect:</td>
<td>N/A</td>
</tr>
<tr>
<td>Attorney:</td>
<td>N/A</td>
</tr>
<tr>
<td>Location (Address):</td>
<td>1305 NW 7 Hwy.</td>
</tr>
<tr>
<td>General Location:</td>
<td>West side of NW 7 Hwy. and north of Interstate 70 and Pointe Center</td>
</tr>
<tr>
<td>Area:</td>
<td>7.085 +/- acres</td>
</tr>
<tr>
<td>Lots:</td>
<td>1</td>
</tr>
<tr>
<td>Existing Zoning:</td>
<td>“GB” (General Business)</td>
</tr>
<tr>
<td>Existing Land Use:</td>
<td>Grocery Store</td>
</tr>
<tr>
<td>Comprehensive Plan Designation:</td>
<td>General Commercial</td>
</tr>
<tr>
<td>Attachments:</td>
<td>• Zoning – Location map</td>
</tr>
<tr>
<td></td>
<td>• Preliminary Plat</td>
</tr>
<tr>
<td></td>
<td>• Final Plat</td>
</tr>
<tr>
<td>Planning Commission:</td>
<td>June 23, 2014</td>
</tr>
<tr>
<td>City Council:</td>
<td>July 7, 2014 (Final Plat only)</td>
</tr>
<tr>
<td>Planner:</td>
<td>Lauren Grashoff, Associate Planner</td>
</tr>
<tr>
<td>Reviewed By:</td>
<td>Scott Allen, Community Development Director</td>
</tr>
</tbody>
</table>
BACKGROUND INFORMATION/SUMMARY:

In November 2013 Price Chopper began the process of approvals needed to expand the existing Price Chopper grocery store located at 1305 NW 7 Hwy. to 77,500 square feet. The grocery store is more generally located on the west side of NW 7 Hwy. and north of Interstate 70 and Pointe Center. The 16,300 square foot building addition required approval of Site Plan Design Review approval and platting. The applicant is currently seeking Preliminary and Final Plat approvals.

PREVIOUS ACTIONS/APPROVALS:

On November 13, 2013, the Board of Adjustment approved a Variance request (VAR-10-13-4139) to the UDC Section 407.010.B, Off-Street Parking Schedule A, for a reduction in parking to only require 264 parking spaces for the proposed Price Chopper building expansion project. On November 25, 2013, the Planning Commission approved an application for Site Plan and Design Review (SPDR-10-13-4144) to allow for the 16,300 square foot building expansion. On February 10, 2014 the Planning Commission recommended approval of a Vacation request (VAC-1-14-4280) to vacate a storm sewer easement and portions of a detention easement. The City Council approved the Vacation on February 18, 2014.

FUTURE APPLICATIONS/REVIEWS ANTICIPATED OR REQUIRED:

None.

ABUTTING ZONING AND LAND USES:

<table>
<thead>
<tr>
<th>Direction</th>
<th>Current Zoning</th>
<th>Surrounding Land Uses</th>
</tr>
</thead>
<tbody>
<tr>
<td>North:</td>
<td>General Business</td>
<td>Commuter parking lot</td>
</tr>
<tr>
<td>South:</td>
<td>General Business</td>
<td>Religious Assembly</td>
</tr>
<tr>
<td>East:</td>
<td>Public right-of-way</td>
<td>NW 7 Hwy.</td>
</tr>
<tr>
<td>West:</td>
<td>Public right-of-way</td>
<td>NW Northridge Dr.</td>
</tr>
</tbody>
</table>

RECOMMENDATION:

Staff recommends approval of these applications with conditions (4).

PRELIMINARY PLAT & FINAL PLAT

Lot Layout/Requirements:

All lot layout requirements have been met per UDC Section 404.140, GB, General Business District. The chart below details the setback requirements. The proposed building and paved parking area meet all the applicable setback requirements.

<table>
<thead>
<tr>
<th>Direction</th>
<th>Zoning</th>
<th>Setbacks</th>
</tr>
</thead>
<tbody>
<tr>
<td>North:</td>
<td>General Business</td>
<td>0 ft.</td>
</tr>
<tr>
<td>South:</td>
<td>General Business</td>
<td>0 ft.</td>
</tr>
<tr>
<td>East:</td>
<td>7 Hwy. (Arterial Street)</td>
<td>25 ft.</td>
</tr>
<tr>
<td>West:</td>
<td>Northridge Dr. (Local Street)</td>
<td>15 ft.</td>
</tr>
</tbody>
</table>
Public Utilities: The property is currently being served by public utilities, including water and sanitary sewer services to be provided by the City of Blue Springs.

Easements: All necessary public utility easements have been shown. A seven foot wide public sidewalk easement has been provided along NW Hwy. to accommodate for the required five foot wide sidewalk. Landscape easements along the east and west property lines have been provided as well.

Sidewalks: A five foot wide sidewalk is required along NW 7 Hwy. A seven foot wide public sidewalk easement has been provided to allow for placement of the sidewalk. The sidewalk must be installed, or a financial guarantee submitted, prior to City Council approval of the Final Plat.

Landscaping: Per the UDC Section 407.040.F.e. a 25 foot wide “Type B” landscape easement/right-of-way and transition buffer is required along the west property line. A 15 foot wide “Type B” landscape easement is required along the east property line. All landscape easements have been provided as required. Additional parking and open space landscaping planting requirements were previously approved through the Site Plan and Design Review process.

Stormwater Detention: A stormwater report has been submitted as required and accepted by the Public Works Department. One stormwater detention basin is proposed for the site along the undeveloped western portion of the site, and the detention easement is being dedicated with the Final Plat.

Street Improvements: There long 7 Hwy. The drives will not be widened but will be slightly modified to accommodate the new parking spaces and modified site circulation. Delivery trucks will utilize the northernmost drive to access the loading/unloading area behind the grocery store.

A traffic study has been submitted as required and approved by the Public Works Department. The traffic study specifically addresses the question of whether dedicated right turn lanes are needed along 7 Hwy. at both driveways. The study does recommend the southbound right turn lanes at the north and south drives in the existing shoulder along 7 Hwy., which are shown on the proposed site plan. MoDOT approval of the proposed right-turn lanes is required prior to issuance of a building permit.

ACTION BY PLANNING COMMISSION:
The Commission is being asked to provide a recommendation on the Final Plat. The plat is reviewed at this time to determine if it conforms to the requirements of the City's development codes; and there are appropriate assurances that the proposed improvements will be completed, should the developer fail to perform.

The Planning Commission may recommend approval, modify approval or, if the plat does not meet the requirements of the City, recommend denial. Approval of the Final Plat by the City constitutes an acceptance of the easements shown on the plat. Endorsement of the Final Plat by the City confers on the owner the right to record the plat, and to use the plat as an instrument to transfer lot ownership.

STAFF RECOMMENDATION:

Staff recommends approval of the Preliminary Plat and Final Plat applications subject to the following conditions:

1. Approval by the Planning Commission is based on the representations of any drawings presented as part of this application and does not waive any requirement or development standard contained in the UDC nor any condition required by the Planning Commission as part of this approval.

2. An approval letter from MoDOT accepting the traffic study and proposed right-turn lanes must be submitted prior to issuance of a building permit. All improvements within the 7 Highway right-of-way must be coordinated with MoDOT.

3. The five (5) foot sidewalk along 7 Highway must be installed, or a financial guarantee submitted, prior to City Council approval of the Final Plat.

4. Prior to building permits being issued, the Final Plat shall be recorded with Jackson County and all required documents must be returned to the Community Development Department once the plat has been recorded in order to obtain any building permits.
PF-05-14-4432
COSENTINO'S
PRICE CHOPPER NO. 109
1305 NW 7 HWY
SITE LOCATION MAP
FINAL PLAT APPLICATION

NAME OF SUBDIVISION / PROJECT: COSENTINO'S PRICE CHOPPER No. 109

NAME OF PROPERTY OWNER: (If Corporation, include name and address of Director or President)

NAME: Cosentino's Food Service

STREET ADDRESS: 3901 W. 83rd Street

CITY: Prairie Village _______ STATE: Ks _______ ZIP: 66207

PHONE: 913-749-1500 FAX: 913-749-1675 EMAIL: victorc@cosentinoshop.com

NAME OF DEVELOPER: (If Corporation, include name and address of Director or President)

NAME: Same as Owner

STREET ADDRESS: 

CITY: _______ STATE: _______ ZIP: 

PHONE: FAX: EMAIL: 

NAME OF ATTORNEY OR AGENT:

NAME: Same as Surveyor

STREET ADDRESS: 

CITY: _______ STATE: _______ ZIP: 

PHONE: FAX: EMAIL: 

NAME OF SURVEYOR PREPARING PLAT: Arnie Tulloch

COMPANY: SKW

ADDRESS: 11250 Corporate Ave

CITY: Lenexa _______ STATE: Ks _______ ZIP: 66219

PHONE: 913-888-7800 FAX: 913-888-7868 EMAIL: tulloch@skw-inc.com

FILE
METES/BOUNDS/LEGAL: DESCRIPTIONS ARE TO BE E-MAILED TO comdevlegal@bluespringsgov.com OR PROVIDED ON DISK.

PARCEL NO. 36-420-04-11-01-6-00-000 SEC.TWP.RNG. 30-49-30

ZONING OF SUBJECT PROPERTY: GB CURRENT LAND USE: Supermarket

TOTAL ACREAGE: 6.88 NUMBER OF LOTS: 1

DATE OF PRELIMINARY PLAT APPROVAL: ____________________________

SUBMITTAL REQUIREMENTS:

☐ Six (6) 24” x 36” paper copies of the final plat along with a Final Plat Review application must be submitted to the Department of Community Development at least two (2) weeks before the application deadline date to allow for staff’s review. Comments will be returned to you so that appropriate changes can be made to the Final Plat before formal submittal of the Final Plat application.

(DO NOT SUBMIT MYLARS WITH THE REVIEW COPIES.)

A COMPLETED APPLICATION WILL INCLUDE THE FOLLOWING

1. ☑ One (1) signed copy of this application form along with a completed Final Plat Checklist, and one (1) reduced 8-1/2x11 and seven (7) 24” X 36” paper copies of the Final Plat.

2. ☑ Three (3) signed & notarized originals on mylar and five (5) signed & notarized original paper copies for approval and signature by the appropriate City officials. After recordation of the plat, the owner is to return one (1) original mylar, one (1) original paper copy, and eight (8) photocopies of the recorded plat to the Department of Community Development, along with the Recorded Certification, Ordinance and the Recorded Deed Restrictions.

3. ☑ Copy of deed establishing ownership and evidence that all parties having a mortgage or lien interest including the owners have properly signed the plat dedication.

4. ☑ Copy of Title Report.

5. ☐ Copy of Deed Restrictions or Restrictive Covenants and Articles of Incorporation and By-laws of property owner’s Association. (To be Recorded with Plat)

6. ☑ Performance Guarantee for any public improvements that has not been completed at the time of Final Plat application along with sign off sheet from the Engineering Department

☐ The original recorded easement required for any off-site public utility to be dedicated that is not located within the plat and not heretofore granted to the City.

With the signing and submittal of this application, the property owner authorizes the City of Blue Springs to enter onto the subject property to collect data and other information in order to accurately prepare reports or other documentation for review by the City Council, City boards & commissions, and City departments.

IN THE EVENT OF CORPORATE OWNERSHIP: A list of all Directors, Officers, Stockholders of each Corporation owning more than five percent (5%) of any class of stock must be attached.

I, ________________________________, hereby depose and say that all the above statements,
and the statements contained in papers submitted herewith are true.

Signature of Applicant: ___________________________ Date: ____________

Printed Name: _________________________________

FINAL PLAT CHECKLIST

Name of Person who prepared the Plat: ________________________________

Location of Property: ____________________________________________

Instructions: The following is a checklist of information to be included on the Final Plat. The Engineer preparing the plat shall be responsible for completion of this checklist. A written explanation must accompany any negative response to a checklist item. The Director of Community Development shall include the checklist and written explanations, if any, along with the Final Plat submittal to the Planning Commission.

Does the Final Plat show the following information?

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. The name of the subdivision / project.</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>B. Date, scale, and north point.</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>C. A legal description of the plat and acreage contained therein.</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>D. A vicinity map, drawn to a scale of one (1) inch equals two thousand (2,000) feet, showing the location of the proposed subdivision in relation to the section of land in which it is located.</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>E. An accurate drawing of the proposed subdivision prepared at a scale of not less than one (1) inch equals one hundred (100) feet horizontal with the boundary lines of the land being subdivided fully dimensioned by lengths and bearings, and tied to section or fractional section corners.</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>F. The right-of-way lines of all proposed streets and alleys fully dimensioned by lengths and bearings or angles. All street names, including quadrant designation, shall be shown.</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>G. The radii, arcs, points of tangency, points of intersection and central angles for curvilinear streets and radii for all property returns.</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>H. The boundary lines of all adjoining lands for a distance of one hundred (100) feet and showing (with dotted lines) the right-of-way lines of adjacent streets and alleys with their widths and names.</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>I. All dimensions and bearings, both linear and angular, radii and arcs, necessary for locating the boundaries of the subdivision, blocks, lots, streets, easements, building lines, and of any other areas for public or private use. The linear dimensions are to be expressed in feet and decimals of feet.</td>
<td>✓</td>
<td></td>
</tr>
</tbody>
</table>
J. Building lines and easements for rights-of-way provided for public use, services or utilities, with figures showing their dimensions, and listing uses that are being provided.

K. An accurate delineation of any property offered for dedication to public use.

L. All survey monuments tied to the Missouri State Plane Coordinate System.

M. The area of each lot or parcel is identified on the plat and meets or exceeds the minimum area requirements for the zoning district in which the lot is situated.

N. Certification by a land surveyor to the effect that the plat represents the accurate results of a survey made by him.

O. Have all acknowledgments been signed?
   a. Owner or owners and all mortgage.
   b. Dedications or reservations.
   c. Engineer, Surveyor or person preparing plat.

P. All public improvements to be dedicated as part of this plat should be 100% complete. If "No", indicate below the percent of work remaining and the estimated cost of completing the improvement. Escrow funds based on the cost estimate must be submitted as part of the final plat application.

<table>
<thead>
<tr>
<th>Streets</th>
<th>% Remaining</th>
<th>Cost to Complete</th>
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<tbody>
<tr>
<td>Water</td>
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</tr>
<tr>
<td>Sanitary Sewer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Storm Sewer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sidewalks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Please Note: Final Plat submittals that do not meet the requirements of the Unified Development Code will not be placed on the agenda of the Planning Commission until corrected.

Signed: Arnie Telloch  Title: Agent for Property Owner

Date: 5/29/14
PERFORMANCE GUARANTEE SIGN OFF SHEET
ENGINEERING RELEASE FORM

PLEASE HAVE ITEMS 1-4 FILLED OUT AND SUBMITTED WITH YOUR APPLICATION

1. DATE: 5/27/14

2. SUBDIVISION / PROJECT NAME: Cosentino's Price Chopper No. 109

3. NAME OF DEVELOPER: Cosentino's Food Services

4. LOCATION: 1305 N. Highway 7

ESCROW AMOUNT NEEDED FOR IMPROVEMENTS NOT COMPLETED TO DATE:

FOR: SANITARY SEWER ☐ WATER ☐ NOT NEEDED ☑ STORM SEWER ☐ STREETS ☐

SIGNED OFF BY: [Signature]
Engineering Department
PERFORMANCE GUARANTEE SIGN OFF SHEET
LANDSCAPE / SIDEWALK ESCROW FORM

PLEASE HAVE ITEMS 1-4 FILLED OUT AND SUBMITTED WITH YOUR APPLICATION

1. DATE: 5/29/14

2. SUBDIVISION / PROJECT NAME: Cosentino's Price Chopper No. 109

3. NAME OF DEVELOPER: Cosentino's Food Services

4. LOCATION: 1305 N. Highway 7

ESCROW AMOUNT NEEDED FOR IMPROVEMENTS NOT COMPLETED TO DATE:

FOR: SIDEWALK ☐ BIKE / WALKING PATH ☐ NOT NEEDED ☐

SIGNED OFF BY: [Signature]
Community Development Department

FILE
July 19, 2012

Mr. Scott H. Allen, AICP
Director of Community Development
City of Blue Springs
City Hall Annex
903 Main
Blue Springs, Missouri 64015

Re: Site Plan and Design Review Application
Letter of Authorization
Cosentino’s Price Chopper No. 109

Dear Mr. Allen:

Cosentino’s Food Services, as Property Owner of the above referenced Application, hereby authorizes Arnie Tulloch with Shafer, Kline & Warren, Inc. to act as the Applicant representing the Owner.

Respectfully —

Cosentino’s Food Services

Victor Cosentino
Executive Vice President
Cosentino’s Enterprises, Inc. will provide a financial guarantee in the amount of $23,700.00 for the installation of 316 L.F. of 5’ wide concrete sidewalk along 7 Highway. The basis for this cost is 316 L.F. x $12.00 per lineal foot x 125% = $23,700.

Sincerely,

Victor Cosentino

Subscribed and sworn to before me this 16th day of June, 2014.

NOTARY SEAL

DORIS E. ANDERSON
Notary Public

City of Blue Springs, MO
Planning Dept.

FILE
LEGAL DESCRIPTION:

All that part of Lot 2 of the Fractional NW 1/4 of Section 30, Township 49, Range 30 and Tract F, NORTH RIDGE VILLAS, P.U.D. - 2ND PLAT, in the City of Blue Springs, Jackson County, Missouri, more particularly described as follows:

Beginning at the Southwest corner of said Tract F; thence N 1° 36' 46" E, along the West line of said tract F, a distance of 502.12 feet, to the Northwest corner of said Tract F; thence S 88° 23' 12" E, along the North line of said Tract F, a distance of 42.63 feet; thence S 58° 22' 22" E, along the North line of said Tract F, a distance of 83.14 feet, to a point on the East line of Lot 5, NORTHRIDGE LOTS 1 THRU 5, a subdivision in the City of Blue Springs, Jackson County, Missouri; thence S 1° 35' 44" W, along the East line of said Lot 5, a distance of 60.53 feet, to the Southwest corner of said Lot 5; thence S 88° 23' 06" E, along the South line of Lots 1 and 5 said NORTHRIDGE LOTS 1 THRU 5, a distance of 610.00 feet, to a point on the West Right-of-Way line of Missouri Highway No. 7, as described in Book 1066, at Page 1149, filed in the Recorder of Deeds Office, Jackson County, Missouri, said point being 50 feet left of centerline Sta. 92+20.88; thence S 1° 34' 56" W, along the said West Right-of-Way line, a distance of 95.88 feet, to a point being 50 feet left of Sta. 91+25; thence N 88° 25' 04" W, along the said West Right-of-Way line, a distance of 20.00 feet, to a point being 70 feet left of Sta. 91+25; thence S 1° 34' 56" W, along the said West Right-of-Way line, a distance of 20.00 feet, to a point 70 feet left of Sta. 91+05; thence S 88° 25' 04" E, along the said West Right-of-Way line, a distance of 20.00 feet, to a point being 50 feet left of Sta. 91+05; thence S 1° 34' 56" W, along the said West Right-of-Way line, a distance of 284.12, to a point being 50 feet left of Sta. 88+20.88, said point being the Northeast corner of Tract A, POINTE CENTER, LOT 1, TRACTS A & B, a subdivision in the City of Blue Springs, Jackson County, Missouri; thence N 88° 23' 10" W, along the North line of Lot 1 and Tract A, of said POINTE CENTER, LOT 1, TRACTS A & B, a distance of 268.92 feet; thence S 1° 37' 38" W, along the revised North line of said Lot 1, according to the Minor Lot Line Adjustment of POINTE CENTER LOT 1, a distance of 20.00 feet; thence N 88° 23' 10" W, along the North line of said Adjusted Lot 1, a distance of 445.00 feet, to a point on the East Right-of-Way line of NW Northridge Drive, as now established; thence N 1° 37' 38" E, along the East Right-of-Way line, of said NW Northridge Drive, a distance of 20.00 feet, to a point on the South line of said Tract F; thence N 88° 22' 22" W, along the South line of said Tract F, a distance of 10.94 feet, to the Point of Beginning.
Ownership and Encumbrance Report

First American Issuing Office: First American Title Insurance Company
National Commercial Services
911 Main Street, Suite 2500
Kansas City, MO 64105
(816)410-7911 phone, (866)493-6334 fax

Effective Date: June 06, 2011, at 7:30 AM

File No.: NCS-490605-KCTY

Prepared For: Cosentino Food Stores
3901 W 83rd Street
Prairie Village, KS 66208

Fee: $250.00

Legal Description:

TRACT 1:

A TRACT OF LAND IN BLUE SPRINGS, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 2 OF THE FRACTIONAL NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 49, RANGE 30; THENCE SOUTH 0° 13' 45" WEST ALONG THE WEST LINE OF SAID NORTHWEST 1/4, 1814.59 FEET; THENCE NORTH 89° 36' 45" EAST, 581.80 FEET, FOR A TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 89° 36' 45" EAST ALONG THE NORTH LINE OF TRACT 1 DESCRIBED IN DOCUMENT NO. I-513136, FILED IN BOOK I-1197 AT PAGE 1987 AND AN ADJACENT TRACT DESCRIBED IN DOCUMENT NO. I-260676, FILED IN BOOK I-706 AT PAGE 1496, A DISTANCE OF 610.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF MISSOURI HIGHWAY NO. 7 AS ESTABLISHED BY DOCUMENT NO. I-450560, FILED IN BOOK I-1066 AT PAGE 1149; THENCE NORTH 0° 24' 05" WEST, 284.12 FEET TO A POINT 50 FEET OPPOSITE OF HIGHWAY CENTERLINE STATION 91+05; THENCE SOUTH 89° 35' 55" WEST, 20 FEET TO A POINT 70 FEET OPPOSITE OF HIGHWAY CENTERLINE STATION 91+05; THENCE NORTH 0° 24' 05" WEST, 20 FEET TO A POINT 70 FEET OPPOSITE HIGHWAY CENTERLINE STATION 91+25; THENCE NORTH 89° 35' 55" EAST, 20 FEET TO A POINT 50 FEET OPPOSITE HIGHWAY CENTERLINE STATION 91+25; THENCE NORTH 0° 24' 05" WEST, 95.88 FEET; THENCE SOUTH 89° 36' 45" WEST, 610.00 FEET; THENCE SOUTH 0° 24' 05" EAST, 400.00 FEET TO THE POINT OF BEGINNING.

TRACT 2:

LOT F, NORTH RIDGE VILLAS, P.U.D., 2ND PLAT, A SUBDIVISION IN BLUE SPRINGS, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.
Grantee(s) In Last Deed of Record:

Enterprises Cosco, LLC, a Missouri limited liability company, as to an undivided 1/2 interest, as to Tract 1
and
Group Cosco, LLC, a Missouri limited liability company, as to an undivided 1/2 interest, as to Tract 1
Cosentino Enterprises, Inc., as to Tract 2

Documents filed in the property records during the search period which purports to create a lien or encumbrance on the estate or interest in the land (unless such document is released or satisfied of record):

1. Taxes and assessments for the year 2011 and subsequent years.

   General, state, county and city taxes and assessments for the year 2010 in the amount of $86,566.82 are PAID. Parcel No. 36-420-04-11-01-0-00-000 (Tract 1)

   General, state, county and city taxes and assessments for the year 2010 in the amount of $889.91 are PAID. Parcel No. 36-420-04-99-00-0-00-000 (Tract 2)

2. The lien of the City of Blue Springs, Missouri special assessment taxes, if any.

3. Those certain unrecorded leases which affect the lands in question notice of which are imparted by the Landlord's Agreement and Waiver filed as Document No. 1-981810 in Book I-2029, Page 1839 and the Modification Agreements filed as Document No. 98-I-62195 and Document No. 98-I-62198. (Tr 1 & 2)

4. Terms and provisions of the Assignment of Rights in Leases by and between Cosentino Enterprises, Inc., a Missouri corporation and Boatmen's First National Bank of Kansas City, a national banking association, filed March 6, 1996 as Document No. 1-0012729 in Book I-2809, Page 75, as modified by the instrument filed as Document No. 98-I-62195 in Book I-3251, Page 1899, and further modified by instrument filed as Document No. 98-I-62198. (Tr 1 & 2)


   Note: The above instrument accompanies a Financing Statement of even date which financing statement has not been extended. However, no release of the Landlord's Agreement and Waiver has been found of record.


A financing statement recorded November 5, 2002 as Document No. 200210100600 of Official Records. (Tract 1)
Debtor: Cosentino Enterprises, Inc., a Missouri corporation
Secured party: Bank of America, N.A.

A continuation statement was recorded September 25, 2007 as Document No. 2007E0125313 of Official Records.

8. First Deed of Trust to secure an original indebtedness as more fully described therein recorded July 6, 2010 as Document No. 2010E0063740 of Official Records. (Tracts 1 and 2)
Dated: June 30, 2010
Trustor: Cosentino Enterprises, Inc., a Missouri corporation, Enterprises Cosco, LLC, a Missouri limited liability company and Group Cosco, LLC, a Missouri limited liability company
Trustee: SMF Registered Services, Inc., a Missouri corporation
Beneficiary: Bank of America, N.A., a national banking association


Subordination Agreement by and between Cosentino Enterprises, Inc., a Missouri corporation, Enterprises Cosco, LLC, a Missouri limited liability company and Group Cosco, LLC, a Missouri limited liability company ("Owner"), Cosentino Enterprises, Inc., a Missouri corporation ("Tenant") and Bank of America, N.A., a national banking association ("Lender") recorded July 6, 2010 as Document No. 2010E0063788.

Debtor: Enterprises Cosco, LLC, a Missouri limited liability company
Secured party: Bank of America, N.A.

10. Terms and provisions of an unrecorded lease dated January 15, 1996, by and between Cosentino Enterprises, Inc., a Missouri corporation, Enterprises Cosco, LLC, a Missouri limited liability company and Group Cosco, LLC, a Missouri limited liability company as lessor and Cosentino Enterprises, Inc., a Missouri corporation as lessee, as disclosed by a Subordination Agreement recorded July 6, 2010 as Document No. 2010E0063788 of Official Records. (Tracts 1 and 2)


11. Any judgment that may be rendered in pending case filed May 10, 2011, in the Circuit Court of Jackson County, Missouri, as Case No. 1116-CV12466, styled Louise Davis, Plaintiff(s), vs. Cosentino Enterprises Inc. et al, Defendant(s).

This Report is limited to only the information described above.

This Report is not nor is to be construed as an Abstract of Title, title opinion, or title insurance policy.

The total liability of this Company by reason of losses and damages that may occur by reason of any errors and omissions in this Company's report is limited to the fee it received for the preparation and issuance of this report.
COMMITMENT TO INSURE

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of this commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:
   The Provisions of Schedule A.
   The Requirements in Schedule B-I.
   The Exceptions in Schedule B-II
   The Conditions.

This Commitment is not valid without Schedule A and Sections I and II of Schedule B.

Old Republic National Title Insurance Company has caused this Commitment to be signed and sealed by its authorized officers and issued by its authorized agent as of the Effective Date shown in Schedule A.

Countersigned By:  
President

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
409 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Issued by Authorized Agent:
Secured Title of Kansas City - Overland Park
6201 College Boulevard, Suite 210
Overland Park, Kansas 66211
Phone: 913-906-9845
FAX: 913-906-9854
COMMITMENT FOR TITLE INSURANCE

Issued by

Old Republic National Title Insurance Company
By its Agent:
Secured Title of Kansas City - Overland Park
6201 College Boulevard, Suite 210, Overland Park, Kansas 66211
913-906-9845

<table>
<thead>
<tr>
<th>Title Officer:</th>
<th>Title No.:</th>
<th>SKC0016698</th>
</tr>
</thead>
<tbody>
<tr>
<td>Escrow Officer:</td>
<td>Pamela Snell</td>
<td>Revision No.:</td>
</tr>
<tr>
<td>Loan No.:</td>
<td></td>
<td>Customer File No.:</td>
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</tbody>
</table>

SCHEDULE A

1. Effective Date: June 3, 2013, 8:00 am
   Property Address: 1215 N. 7Hwy.
   Blue Springs, MO 64015

2. Policy (or Policies) to be issued:
   a) ALTA Owner's Policy (6-17-06):
      Proposed Insured: Cosentino Enterprises, Inc.
      Amount:
   b) ALTA Loan Policy (6-17-06)
      Proposed Insured:
      Amount:
   c) ALTA Second Loan Policy (6-17-06)
      Proposed Insured:
      Amount:

3. The estate or interest in the land described or referred to in this Commitment is:
   Fee Simple.

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:
   Pointe of Hope Lutheran Church, a Non Profit Corporation

5. The land referred to herein is described as follows:
   See Exhibit "A" attached hereto and by this reference made a part hereof
EXHIBIT "A"

The land referred to herein is described as follows:

All of the North 20.00 feet of the West 445.00 feet of Lot 1, POINTE CENTER, LOT 1, TRACTS A & B, a subdivision in the City of Blue Springs, Jackson County, Missouri.

Assessor's Parcel Number (APN): 36-420-04-24-00-0-00-000
COMMITMENT FOR TITLE INSURANCE

Issued by

Old Republic National Title Insurance Company
By its Agent:
Secured Title of Kansas City - Overland Park
6201 College Boulevard, Suite 210, Overland Park, Kansas 66211
913-906-9845

SCHEDULE B

1. Requirements:

The following items need to be satisfied or released prior to closing. In the event these items are not satisfied or released they will show as exceptions on the policy(ies) when issued.

1. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.

2. Payment to or for the account of the grantors or mortgagees of the full consideration for the estate or interest or mortgage to be insured.

3. Notice regarding closing protection letter coverage: Unless a closing protection letter is issued to the Lender, Buyer, and/or Seller and the fee for the letter has been paid, their respective interests in the closing or settlement are not protected by the underwriter as described in 381.058.3 RSMO.

4. We anticipate compliance with the following requirements:

a) Release of the subject property from the Deed of Trust, dated as of March 16, 2011, executed by Pointe of Hope Lutheran Church (The Lutheran Church - MO Synod), to Larry D. Crume, Trustee(s) for The Lutheran Church Extension Fund--Missouri Synod, filed for record March 17, 2011, under Document No. 2011E0025626, given to secure an indebtedness of $2,730,000.00 and any other amounts payable under the terms thereof and modified by instrument recorded May 11, 2012, as Document No. 2012E00050936 to increase principal balance to $2,800,000.00. (Includes other property)

NOTE: The above Deed of Trust describes the land with a pre-plat legal description. The land is now platted, and is described as follows:

Lot 1, and Tracts A and B, POINTE CENTER, LOT 1, TRACTS A & B, a subdivision in Blue Springs, Jackson County, Missouri.

b) Release of the subject property from the assignment of Leases and Rents, dated March 16, 2011, executed by Pointe of Hope Lutheran Church (The Lutheran Church - MO Synod), to The Lutheran Church Extension Fund--Missouri Synod, filed March 17, 2011, under Document No. 2011E0025627, given as additional security for the indebtedness described in the above Deed of Trust.
c) Release of the subject property from the Deed of Trust, dated as of April 1, 2011, executed by Pointe of Hope Lutheran Church (The Lutheran Church - MO Synod) a/k/a Pointe of Hope Lutheran Church, to Larry D. Crume, Trustee(s) for The Lutheran Church Extension Fund-Missouri Synod, filed for record April 1, 2011, under Document No. 2011E0030731, given to secure an indebtedness of $250,000.00 and any other amounts payable under the terms thereof. (Includes other property)

d) Release of the subject property from the Assignment of Leases and Rents, dated April 1, 2011, executed by Pointe of Hope Lutheran Church (The Lutheran Church - MO Synod) a/k/a Pointe of Hope Lutheran Church, a Missouri nonprofit corporation, to Lutheran Church Extension Fund-Missouri Synod, a Missouri nonprofit corporation, filed April 1, 2011, under Document No. 2011E0030732, given as additional security for the indebtedness described in the above Deed of Trust.

e) Release of the subject property from the Deed of Trust, as of dated March 7, 2012, executed by Pointe of Hope Lutheran Church (The Lutheran Church - MO Synod) a/k/a Pointe of Hope Lutheran Church, to Larry D. Crume, Trustee(s) for The Lutheran Church Extension Fund-Missouri Synod, filed for record March 7, 2012, under Document No. 2012E0024373, given to secure an indebtedness of $500,000.00 and any other amounts payable under the terms thereof. (Includes other property)

f) Release of the subject property from the Assignment of Leases and Rents, dated March 7, 2012, executed by Pointe of Hope Lutheran Church (The Lutheran Church - MO Synod) a/k/a Pointe of Hope Lutheran Church, to The Lutheran Church Extension Fund-Missouri Synod, filed March 7, 2012, under Document No. 2012E0024374, given as additional security for the indebtedness described in the above Deed of Trust.

g) Release of or Partial Release of the premises in question from Deed of Trust, dated February 1, 2013, executed by Pointe of Hope Lutheran Church (The Lutheran Church-MO Synod) a/k/a Pointe of Hope Lutheran Church, a Missouri corporation, to Sandra Sauter, Trustee(s) for Lutheran Church Extension Fund-Missouri Synod, filed for record March 1, 2013, under Document No. 2013E0020842, given to secure an indebtedness of $135,000.00 and any other amounts payable under the terms thereof. (Includes other property)

h) In connection with Pointe of Hope Lutheran Church, a Non Profit corporation:
   (a) Furnish evidence for our file that said corporation is currently in good standing in the state of it's incorporation.
   (b) Furnish for our file a proper resolution of the Board of Directors of said corporation specifically authorizing the proposed sale. PLEASE BE ADVISED that a general corporate resolution or signature authorization will not be acceptable. We require that the resolution specifically describe and authorize the proposed transaction and state the names and offices of those persons authorized to act on behalf of the corporation in the execution of the necessary documents.

i) In connection with Cosentino Enterprises, Inc.
   (a) Furnish evidence for our file that said corporation is currently in good standing in the state of it's incorporation.
   (b) Furnish for our file a proper resolution of the Board of Directors of said corporation specifically authorizing the proposed purchase, and mortgage if applicable. PLEASE BE ADVISED that a general corporate resolution or signature authorization will not be acceptable. We require that the resolution specifically describe and authorize the proposed transaction and state the names and offices of those persons authorized to act on behalf of the corporation in the execution of the
necessary documents.

j) Furnish a Real Property Certificate of Value, to accompany any deed or other instrument transferring real estate, for filing.

NOTE: FOR YOUR INFORMATION: (Includes other property) General 2012 taxes were shown as Exempt State and County Parcel #: 36-420-04-24-00-0-00-000

NOTE: FOR YOUR INFORMATION:
EXHIBIT A

DESCRIPTION:
All of the North 20.00 feet of the West 445.00 feet of Lot 1, POINTE CENTER, LOT 1, TRACTS A & B, a subdivision in the City of Blue Springs, Jackson County, Missouri.
**Property Account Summary**

Parcel Number: J6-420-04 11 01 6 00 000

**General Information**

- **Property**: RNG-30 TWP-49 SEC-30 TH PT OF NW 1/4 DAF: BEG AT NW COR SD NW 1/4 TH E 1170' M/L TO W ROW LI HWY 7 TH S 1360' M/L TO TRU POB TH W 810' TH S 400' TH E 810' TH N 284.12' TH W 20' TH N 20' TH E 20' M/L TO TRU POB.
- **Property Category**: Land and Improvements
- **Status**: Active, Host Other Property, Locally Assessed
- **Tax Code Area**: 042

**Property Characteristics**

- **Property Class**: 2010

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<thead>
<tr>
<th>Role</th>
<th>Percent</th>
<th>Name</th>
<th>Address</th>
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</thead>
<tbody>
<tr>
<td>Taxpayer</td>
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<td>GROUP COSCO LLC</td>
<td>C/O ATT: CHIEF FINANCIAL OFFICER, 3961 W 89TH ST, PRAIRIE VILLAGE, KS 66208</td>
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<td>Owner</td>
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<td>GROUP COSCO LLC</td>
<td>C/O ATT: CHIEF FINANCIAL OFFICER, 3961 W 89TH ST, PRAIRIE VILLAGE, KS 66208</td>
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<tr>
<td>Owner</td>
<td>100</td>
<td>COSERTING TRUSTEE 1-TRUSTEE</td>
<td>C/O ATT: CHIEF FINANCIAL OFFICER, 3961 W 89TH ST, PRAIRIE VILLAGE, KS 66208</td>
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**Property Values**

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<th>Value Type</th>
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<th>Tax Year 3</th>
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No Charges are currently due.

No Charge Amounts are currently due for this property. If you believe this is incorrect, please contact the Taxpayer Services Unit at (816) 881-3233.

**Notice**: All Jackson County offices will be closed on December 31, 2010 and there will be no one available to answer calls on that day.

**Distribution of Current Taxes**

<table>
<thead>
<tr>
<th>District</th>
<th>Amount</th>
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<tbody>
<tr>
<td></td>
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**Receipts**

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**Reminder**: Occasionally, the parcel number for a real estate parcel changes due to a parcel segregation or merge. In such a case, a search of the new parcel number may not reflect tax delinquency or a full tax history concerning that parcel. You may wish to contact us to obtain that information. Or, you may wish to search all relevant parcel numbers of parcels involved in such a segregation or merge. Click here to begin a search to see if a parcel was involved in a segregation or merge and to see a list of parent parcel(s) and child parcel(s) involved in such segregation or merge.


6/4/2011
Property Account Summary

<table>
<thead>
<tr>
<th>Parcel Number</th>
<th>Property Address</th>
<th>Links: Segregation/Merge Data</th>
<th>Where are my tax dollars going?</th>
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<table>
<thead>
<tr>
<th>General Information</th>
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<tr>
<td>Property Category: Land and Improvements</td>
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<tr>
<td>Status: Active, Locally Assessed</td>
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<tr>
<td>Tax Code Area: 042</td>
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<th>Property Characteristics</th>
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<th>Parties</th>
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<td>Role</td>
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</tr>
<tr>
<td>Taxpayer</td>
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<tr>
<td>Owner</td>
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<table>
<thead>
<tr>
<th>Property Values</th>
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<tbody>
<tr>
<td>Value Type</td>
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<tr>
<td>Market Value Total</td>
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<tr>
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<tr>
<td>Assessed Value Total</td>
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<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Receipts</td>
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<td>02/12/2006 06:08</td>
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REMINDER: Occasionally, the parcel number for a real estate parcel changes, due to a parcel segregation or merge. In such a case, a search of the new parcel number may not reflect tax delinquency or a full tax history concerning that parcel. You may wish to contact us to obtain that information. Or, you may wish to search all relevant parcel numbers of parcels involved in such a segregation or merge. Click here to begin a search to see if a parcel was involved in a segregation or merge and to see a list of parent parcel(s) and child parcel(s) involved in such segregation or merge.

ATTENTION: This website will close at 11:00 p.m. on December 31. Taxes paid online after the website reopens in the New Year will accrue interest, penalties and fees.