CITY COUNCIL MEETING
October 7, 2024 6:00 p.m.
Council Chambers
Howard L. Brown Public Safety Building
1100 SW Smith
Blue Springs, Missouri

The meeting can be viewed live on the City's website at
www.bluespringsgov.com/CityMeetingsLive

Anyone wishing to address the Mayor and Council, either in a Public Hearing or in the Visitors Section of the Agenda, must fill out a Speaker's Appearance Form. Forms are available online or located at the entrance of the Multipurpose Room. After completion, the form is to be given to the City Clerk prior to the start of the Council meeting.

Invocation and Pledge of Allegiance

1. Call meeting to order

2. Confirmation of a Quorum

3. Consent Agenda

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

   a. Minutes of the September 18, 2024 City Council meeting
   b. Resolution No. 75-2024 approving a contract for trail paving improvements
   c. Resolution No. 76-2024 approving a contract for installation of synthetic turfs and backstops at Hidden Valley Park
   d. Resolution No. 77-2024 approving Disposition of Records
   e. Approve Board and Commission Appointments
   f. Resolution No. 78-2024 approving and disclosing intent to use Construction Manager At Risk method for Public Works Building Expansion
   g. Resolution No. 79-2024 approving contract for Sunnyside School Road Culvert Improvements
   h. Resolution No. 80-2024 approving amendment to contract for Drainage Improvements at Vesper and 7 Highway

4. Public Hearing –Ironwood – Rezoning and Planned Development Concept Plan (RZ-08-24-9256) and (PDC-08-24-9257)

5. Introduction and readings of Bill No. 5265 approving a Rezoning and Planned Development Concept Plan for Ironwood (RZ-08-24-9256) and (PDC-08-24-9257)

6. Public Hearing – PS Property Services – Conditional Use Permit (CUP-08-24-9259)

7. Introduction and readings of Bill No. 5266 approving a Conditional Use Permit for PS Property Services (CUP-08-24-9259)

8. Introduction and readings of Bill No. 5267 approving a Final Plat for Weatherstone Business Park Bump City addition (PF-08-24-9262)

9. Introduction and readings of Bill No. 5268 amending the Code of Ordinances related to helmets

10. Visitors

11. Councilmember Comments

12. Mayoral Announcements

13. Adjourn

14.

Miscellaneous Items

Public Arts Commission Meeting – Wednesday, October 9, 4:00 PM
Planning Commission Meeting – Monday, October 14, 6:30 PM
Economic Development Council Meeting – Wednesday, October 16, 8:15 AM
Land Bank Meeting – Monday, October 21, 3:00 PM
City Council Meeting – Monday, October 21, 6:00 PM
Public Safety Citizens Advisory Board Meeting – Tuesday, October 22, 6:00 PM
Planning Commission Meeting – Monday, October 28, 6:30 PM
City Council Meeting – Tuesday, November 4, 6:00 PM

This Agenda was posted at City Hall and on the City's website on Thursday, October 3, 2024.

Sheryl Morgan
Assistant to the City Administrator

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

FROM: Christine Cates
City Administrator

DATE: October 3, 2024

SUBJECT: Agenda Explanations

Item 3b – Trail Paving Improvements
Adopt a Resolution approving a contract with Tandem Paving Co., Inc in the amount of $447,324 for trail paving improvements at Keystone Park, Adams Dairy Parkway Trail, Moreland School Road Trail, Coronado Trail and sealcoating 36,840 sq yd of trail. Refer to Council Information Form from Parks and Recreation Director Justin Stuart for additional information.

Item 3c – Turf and Backstops at Hidden Valley Park
Adopt a Resolution approving a contract with Mid-America Golf and Landscape, Inc dba Mid-America Sports Construction for the installation of synthetic turf and net backstops on nine softball infields at Hidden Valley Park in the amount of $2,934,943.00. Refer to Council Information Form from Parks and Recreation Director Justin Stuart for additional information.

Item 3d – Disposition of Records
Adopt a Resolution to approve the disposition of Information Technology and Public Works departments records which have met the required retention period as prescribed by the Blue Springs Records Retention, Management, and Destruction Policy dated November 28, 2016 and in accordance with the Missouri Secretary of State's records retention guidelines. Refer to Council Information Form from City Clerk Erin Ford for additional information.

Item 3e – Board and Commission Appointments
Pursuant to Blue Springs Home Rule Charter Section 4.4.C – Powers and Duties; Appointments: The Mayor, with the advice and consent of the majority of the Council, shall appoint all members of committees, boards, and commissions. A slate of 2024 appointments will be submitted to Council for approval. Refer to Council Information Form from Assistant to the City Administrator Sheryl Morgan for additional information.

Item 3f – Construction Manager at Risk for Public Works Renovation and Expansion
Adopt a Resolution approving and disclosing the intent to use the Construction Manager at Risk delivery method for the Blue Springs Public Works Operation Building Renovation and Expansion project. Refer to Council Information Form from Assistant City Administrator Dennis Dovel for additional information.

Item 3g – Sunnyside School Road Culvert Improvements
Adopt a Resolution approving a contract in the amount of $413,219.85 with Genesis Environmental Solutions, Inc. for construction services to replace the cross-road box culvert on Sunnyside School Road near SE 2nd and US 40 Highway. The Sunnyside School Road Culvert Improvements, Project 24-07-01 is approved as CIP ST-42 and will be completed utilizing American Rescue Plan Act (ARPA) funding. Refer to Council Information Form from Public Works Director Tom Degenhardt for additional information.

Item 3h – Vesper and 7 Highway Drainage Improvements
Adopt a Resolution approving an amendment to Contract No. 2024-049 in the amount of $114,650.00 with SheDigs It, L.L.C. for Drainage Improvements, NW Highway 7 and NW Vesper Street, Project 24-01-02. This amendment exceeds the administrative authority to approve contracts in Section 115.160 of the Blue Springs Code of Ordinances. Refer to Council Information Form from Public Works Director Tom Degenhardt for additional information.

Items 4 & 5 – Ironwood Rezoning and Planned Development Concept Plan
A public hearing is being held at the request of the applicant, Shawn Woods of Ashlar Homes, on behalf of the property owners, Judy D. Smith Revocable Living Trust 12-23-1996, Bellington Larry D Estate, and Bruce M Bellington Trust dated 9/30/2003, to rezone property from "AG" (Agriculture – County) to "PD – R/ADP-O" (Planned Development – Residential/Adams Dairy Parkway-Overlay) (RZ-08-24-9256) located north and south of 40 Highway and east of the Adams Pointe Golf Club. The applicant is also requesting approval of a Planned Development Concept Plan (PDC) (PDC-08-24-9257) for Ironwood to allow for the development of 134 single-family lots, 90 duplex lots, and twelve tracts. Upon conclusion of the public hearing a Bill rezoning Ironwood and approving a Planned Development Concept Plan will be ready for introduction and readings. Refer to Council Information Form from City Development Senior Director Mike Mallon for additional information.

Items 6 & 7 – PS Property Services Conditional Use Permit
A public hearing is being held at the request of the Applicant, Stacey Heath, on behalf of PS Property Services, LLC, for consideration to approve a Conditional Use Permit (CUP) with Alternative Development Standards (ADS) allowing the Construction and Building Contractor land use on a 0.44 +/- acre property generally located at the NW corner of NW 10th and Vesper streets. The property is addressed 309-315 NW 10th Street (CUP-08-24-9259). Upon conclusion of the public hearing, a Bill approving the Conditional Use Permit will be ready for introduction and readings. Refer to Council Information Form from City Development Senior Director Mike Mallon for additional information.

Item 8 – Weatherstone Business Park Bump City Addition Final Plat
A Bill approving a Final Plat for the Weatherstone Business Park 3rd Plat – Lot 1, located at 1101 and 1001 NE Jefferson Street for the Bump City addition. (PF-08-24-9262) Refer to Council Information Form from City Development Senior Director Mike Mallon for additional information.

Item 9 – Code Amendment related to Helmets
Passage of a Bill adding Section 340.100 of the Code of Ordinances for motorcycle operators not requiring protective headgear when the operator or passenger is 26 years of age or older with proof of insurance coverage. Refer to Council Information Form from Police Chief Bob Muenz for additional information.

CITY OF BLUE SPRINGS, MISSOURI
MINUTES OF COUNCIL MEETING
September 18, 2024

A meeting of the City Council of the City of Blue Springs, Missouri, was held on Wednesday, September 18, 2024, 6:00 p.m. in the Council Chambers of the Howard L. Brown Public Safety Building, 1100 SW Smith Street, Blue Springs, Missouri with Mayor Chris Lievsay presiding.

COUNCILMEMBERS IN ATTENDANCE

Jerry Kaylor
Katie Tholen
Ron Fowler
Galen Ericson
Kent Edmondson
Susan Culpepper

Also present were City Administrator Christine Cates, Interim City Attorney John Mullane, and City Clerk Erin Ford.

INVOCATION AND PLEDGE

Pastor Penny Ellwood with Blue Springs Church of the Resurrection gave the invocation and Councilmember Fowler led in the pledge of allegiance.

CALL MEETING TO ORDER AND CONFIRMATION OF QUORUM

Mayor Lievsay called the meeting to order at 6:02 p.m. The City Clerk confirmed a quorum of the Council was present.

CONSENT AGENDA

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

- Minutes of the September 3, 2024 Special City Council Meeting and September 3, 2024 City Council Meeting.
- **Resolution No. 66-2024** appointing Successor Directors to the Sunset Plaza Community Improvement District.
- **Resolution No. 67-2024** approving a three-year Labor Agreement with the International Association of Machinists and Aerospace Workers (IAM) Local 778 for certain Public Works employees.
- **Resolution No. 68-2024** approving retention payments for City employees based upon employment through the effective date of November 15, 2024.
- **Resolution No. 69-2024** approving a contract with OATS Transit for transportation services for Site Transportation to and from Vesper Hall.
- **Resolution No. 70-2024** approving a contract with OATS Transit for transportation services for Community Transportation to and from locations within Blue Springs.
- **Resolution No. 71-2024** approving a contract with OATS Transit for transportation services for day trips from Vesper Hall.
- **Resolution No. 72-2024** approving a three-year Labor Agreement with the Fraternal Order of Police for Police Officers.
- **Resolution No. 73-2024** approving a three-year Labor Agreement with the Fraternal Order of Police for Sergeants.
- **Resolution No. 74-2024** approving a three-year Labor Agreement with the Fraternal Order of Police for Lieutenants.

DRAFT

The Consent Agenda was approved with the following vote:

Kaylor – Aye	Ericson– Aye
Tholen – Aye	Edmondson – Aye
Fowler – Aye	Culpepper – Aye
	Mayor Lievsay – Aye

PUBLIC HEARING – 2024 TAX LEVY

Mayor Lievsay opened the Public Hearing to consider a the 2024 Property Tax Levy for the City of Blue Springs at 66:02 p.m. The minutes of the public hearing were recorded by a certified court reporter. City Clerk Erin Ford entered one exhibit into the record.

STAFF REPORT

City Administrator Christine Cates reviewed the details of the proposed 2024 Property Tax Levy and addressed questions from the Council.

The Mayor hearing no further comments for or against, closed the public hearing at 6:05 p.m.

INTRODUCTION AND 1ST READING – BILL NO. 5259 – 2024 PROPERTY TAX LEVY

Councilmember Culpepper introduced Bill No. 5259 establishing the 2024 Property Tax Levy. City Clerk Erin Ford made the first reading of Bill No. 5259 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5259 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Kaylor and carried with Councilmember Fowler voting no.

2ND READING – BILL NO. 5259

Ms. Ford made the second reading of Bill No. 5259 by title. Councilmember Edmondson moved to adopt Bill No. 5259 upon its second reading and give it **ORDINANCE NO. 5363,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Culpepper and carried with the following vote:

Tholen – Aye	Edmondson – Aye
Fowler – Nay	Culpepper – Aye
Ericson – Aye	Kaylor – Aye
	Mayor Lievsay – Aye

2ND READING – BILL NO. 5254 – FISCAL YEAR 2024-25 BUDGET

Ms. Ford made the second reading of Bill No. 5254 approving the Fiscal Year 2024-25 Budget by title. The Public Hearing was held and the first reading of Bill No. 5254 was approved at the September 3, 2024 City Council meeting. Councilmember Fowler moved to adopt Bill No. 5254 upon its second reading and give it **ORDINANCE NO. 5364,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Kaylor and carried with the following vote:

Fowler – Aye
Ericson – Aye
Edmondson – Aye
Culpepper – Aye
Kaylor – Aye
Tholen – Aye
Mayor Lievsay – Aye

INTRODUCTION AND 1ST READING – BILL NO. 5260– ANNEXATION AGREEMENTS FOR ASHLAR HOMES (ANNX-07-24-9240)

Councilmember Culpepper introduced Bill No. 5260 approving three Annexation Agreements with the fee simple owners, Judy D. Smith Revocable Living Trust 12-23-1996, Bellington Larry D Estate, and Bruce M Bellington Trust dated 9/30/2003, of property generally located north and south of 40 Highway and east of the Adams Pointe Golf Club (ANNX-07-24-9240). City Clerk Erin Ford made the first reading of Bill No. 5260 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5260 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Kaylor and carried unanimously.

2ND READING – BILL NO. 5260

Ms. Ford made the second reading of Bill No. 5260 by title. Councilmember Edmondson moved to adopt Bill No. 5260 upon its second reading and give it **ORDINANCE NO. 5365** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Tholen and carried with the following vote:

Ericson – Aye
Edmondson – Aye
Culpepper – Aye
Kaylor – Aye
Tholen – Aye
Fowler – Aye
Mayor Lievsay – Aye

2ND READING – BILL NO. 5253 – ASHLAR HOMES ANNEXATION (ANNX-07-24-9240)

Ms. Ford made the second reading of Bill No. 5253 approving the Annexation of real property of approximately 71.62 +/- acres located north and south of 40 Highway and east of the Adams Pointe Golf Club into the City limits by title (ANNX-07-24-9240). The Public Hearing was held and the first reading of Bill No. 5253 was approved at the September 3, 2024 City Council meeting. Councilmember Edmondson moved to adopt Bill No. 5253 upon its second reading and give it **ORDINANCE NO. 5366** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Tholen and carried with the following vote:

Edmondson – Aye
Culpepper – Aye
Kaylor – Aye
Tholen – Aye
Fowler – Aye
Ericson – Aye
Mayor Lievsay – Aye

INTRODUCTION AND 1ST READING – BILL NO. 5261 – CODE AMENDMENT REGARDING GOLF CARTS

Councilmember Culpepper introduced Bill No. 5261 approving a Bill amending Sections 300.020 Definitions and 340.120 All-Terrain Vehicles Prohibited of the Code of Ordinances, City of Blue Springs, Missouri, to update definitions and language. City Clerk Erin Ford made the first reading of Bill No. 5261 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5261 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Kaylor and carried unanimously.

2ND READING – BILL NO. 5261

Ms. Ford made the second reading of Bill No. 5261 by title. Councilmember Edmondson moved to adopt Bill No. 5261 upon its second reading and give it **ORDINANCE NO. 5367,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Tholen and carried with the following vote:

Culpepper – Aye	Fowler – Aye
Kaylor – Aye	Ericson – Aye
Tholen – Aye	Edmondson – Aye
	Mayor Lievsay – Aye

INTRODUCTION AND 1ST READING – BILL NO. 5262 – CONTRACT WITH LAUBER MUNICIPAL LAW FOR LEGAL SERVICES

Councilmember Culpepper introduced Bill No. 5262 approving a Contract for legal services with Lauber Municipal Law, LLC. City Clerk Erin Ford made the first reading of Bill No. 5262 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5262 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Kaylor and carried unanimously.

2ND READING – BILL NO. 5262

Ms. Ford made the second reading of Bill No. 5262 by title. Councilmember Edmondson moved to adopt Bill No. 5262 upon its second reading and give it **ORDINANCE NO. 5368,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Ericson and carried with the following vote:

Kaylor – Aye	Ericson – Aye
Tholen – Aye	Edmondson – Aye
Fowler – Aye	Culpepper – Aye
	Mayor Lievsay – Aye

INTRODUCTION AND 1ST READING – BILL NO. 5263 – APPOINTING JENNIFER BAIRD AS CITY ATTORNEY

Councilmember Culpepper introduced Bill No. 5263 approving appointment of Jennifer M. Baird of Lauber Municipal Law, LLC as City Attorney and establishing the compensation therefor. City Clerk Erin Ford made the first reading of Bill No. 5263 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5263 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Kaylor and carried unanimously.

2ND READING – BILL NO. 5263

Ms. Ford made the second reading of Bill No. 5263 by title. Councilmember Edmondson moved to adopt Bill No. 5263 upon its second reading and give it **ORDINANCE NO. 5369** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Tholen and carried with the following vote:

Tholen – Aye
Fowler – Aye
Ericson – Aye
Edmondson – Aye
Culpepper – Aye
Kaylor – Aye
Mayor Lievsay – Aye

INTRODUCTION AND 1ST READING – BILL NO. 5264 – FY 2023-24 BUDGET AMENDMENT

Councilmember Culpepper introduced Bill No. 5264 amending the 2023-24 annual budget increasing the previously adopted and amended budget of $89,097,411 by $2,515,206 to $91,612,617. City Clerk Erin Ford made the first reading of Bill No. 5264 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Fowler moved to approve Bill No. 5264 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Kaylor and carried unanimously.

2ND READING – BILL NO. 5264

Ms. Ford made the second reading of Bill No. 5264 by title. Councilmember Edmondson moved to adopt Bill No. 5264 upon its second reading and give it **ORDINANCE NO. 5370** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Ericson and carried with the following vote:

Fowler – Aye
Ericson – Aye
Edmondson – Aye
Culpepper – Aye
Kaylor – Aye
Tholen – Aye
Mayor Lievsay – Aye

COUNCIL COMMENTS

Councilmember Edmondson: Fall Fun Festival this upcoming weekend and National Night Out is October 1, 2024.

Councilmember Kaylor: Expressed gratitude and congratulations to Interim City Attorney John Mullane. Jennifer Baird welcomed as City Attorney.

MAYORAL ANNOUNCEMENTS

- Fall Fun Fest is September 20-22.
- National Night Out is October 1, 2024.
- The Examiner's annual event, Women of Distinction, is recognizing: Public Safety Citizens' Advisory Board Chair Carman Booker, Blue Springs Presiding Judge Stephanie Taormina, and former Blue Springs City Attorney Jackie Sommer.
- Recognized Council and staff for creating and passing annual City budget.

CLOSED SESSION

At 6:20 p.m., Councilmember Kaylor moved for the Council go into closed session pursuant to Section 610.021 (2) Revised Statutes of Missouri, for the purpose of privileged communications between a governmental body or its representative and legal counsel relating to real estate and that any minutes, documents and other records discussed or taken during the closed session remain closed, and that the special meeting of this body stand adjourned at the completion of such session. Motion seconded by Councilmember Tholen and carried with the following votes:

Ericson – Aye
Edmondson – Aye
Culpepper – Aye
Kaylor – Aye
Tholen – Aye
Fowler – Aye
Mayor Lievsay – Aye

CITY OF BLUE SPRINGS

ATTEST

Chris Lievsay, Mayor

Erin Ford, City Clerk

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: August 19, 2024 **CONTRACT NO.**

SUBMITTED BY: Justin Stuart **DEPARTMENT: Parks and Recreation**

☐ Ordinance	☒ Resolution	☐ Presentation	☐ Public Hearing
☒ Contract	☐ Discussion	☐ Economic Dev.	☐ Other

ISSUE/REQUEST

Adopt a Resolution approving a contract with Tandem Paving Co., Inc in the amount of $447,324 for trail paving improvements at Keystone Park, Adams Dairy Parkway Trail, Moreland School Road Trail, Coronado Trail and sealcoating 36,840 sq yd of trail.

BACKGROUND/JUSTIFICATION

On April 4, 2017, the residents of Blue Springs overwhelmingly supported the passage of the Parks Sales Tax to fund deferred maintenance items throughout the City. Maintenance projects were scheduled in years 2018 - 2022. Additionally, the residents on April 6, 2021, approved an extension of the Park Sales Tax with no expiration date. The program also outlined specific Park Maintenance projects through 2025. One of the items included is the renovation of trails including sections of Keystone Park, Adams Dairy Parkway Trail, Moreland School Road Trail, Coronado Trail and sealcoating sections of trail to extend the life of the asphalt.

Staff received pricing from Tandem Paving Co., Inc. of Blue Springs to provide overlay services, crack filling, deep patching and construction using a cooperative purchasing agreement with the City of Lee's Summit. This cooperative agreement has been used in the past by the City of Blue Springs to do similar paving renovations. Total cost for the renovations is $390,504 and is paid through the Parks Sales Tax program.

Staff recommends approval of the contract with Tandem Paving Co., Inc for the renovation of specified trails and sealcoating in the amount of $447,324.

FINANCIAL IMPACT

Contractor:	Tandem Paving Co., Inc.
Amount of Request/ Contract:	$ 447,324
Amount Budgeted:	$420,000
Budget Year:	FY 2024-25
Funding Source/Account #:	158-73000-544100 PR 80
Account Balance: Upon approval of FY 2024-25 Budget	$420,000 Date: 9/10/2024
Additional Funds Needed:	$27,324
Funding Source/Account #:	158-73000-544100 PR-18 Budget transfer won't be completed till 10/1/2024 & FY 2024-25 budget is approved

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
October 8, 2024	July 31, 2025
Years and Months Contract in effect	**Number of times renewable**
10 months	NA

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	NA

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with contract attached as Exhibit A

REVIEWED BY:

Requesting Director: ***Justin Stuart***	Budget: ***Lori Turner***
Legal: ***Jennifer Baird***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:	☒	
Certificate of Insurance:	☒	
E-Verify Affidavits:	☒	
E-Verify proof of enrollment:	☒	
Bond:	☒	
Anti-Discrimination Against Israel Act Certification (contract over $100,000)	☒	
Wage Order, by reference	☒	Wage Order Number: 31
IRS Form W-9:	☒	
Bid/RFP/RFQ: (submit all)	☐	
Bid/RFP/RFQ Tabulation:	☐	
Bid Waiver: (less than three bids)	☒	
Contractor address and email:	☒	61 SE Industrial Drive Blue Springs, MO 64014 dave@tandempaving.com
Project Exemption Certificate needed:	☐	
Other:	☐	

A RESOLUTION APPROVING A CONTRACT WITH TANDEM PAVING CO., INC FOR TRAIL IMPROVEMENTS AT KEYSTONE PARK, ADAMS DAIRY PARKWAY TRAIL, MORELAND SCHOOL ROAD TRAIL, CORONADO TRAIL AND SEALCOATING 36,840 SY OF TRAIL SECTIONS

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

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

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

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

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

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

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

contractor or subcontractor for construction of the public works shall be deemed "on-site employees." Persons engaged solely in the transportation of materials, fuel, or equipment to the site of the public works shall not be deemed to be "directly engaged in construction;" and

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

WHEREAS, the Parks and Recreation Department prepared specifications and secured a quotation for Trail improvements at Keystone Park, Adams Dairy Parkway Trail, Moreland School Road Trail, Coronado Trail and sealcoating 36,840 square yards of trail; and

WHEREAS, the Department used a cooperative purchasing agreement with the City of Lee's Summit paving contract and now recommends that the City award a contract to Tandem Paving Co., Inc., for work based on scope of services in the amount of $447,324.

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

Section 1. The City Administrator is hereby authorized to enter into a contract with Tandem Paving Co., Inc. for trail improvements at Keystone Park, Adams Dairy Parkway Trail, Moreland School Road Trail, Coronado Trail and sealcoating 36,840 sy of trail in the amount of $447,324. A copy of the proposed Contract is attached hereto as Exhibit "A" and is incorporated herein.

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 7th day of October 2024.

CITY OF BLUE SPRINGS

ATTEST: Chris Lievsay, Mayor

Erin Ford, City Clerk

EXHIBIT A

Rev. 01/01/2024

EFFECTIVE DATE: October 8, 2024	TERMINATION DATE: July 31, 2025	CONTRACT NUMBER:

CITY	CONTRACTOR
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**	**Tandem Paving Co., Inc.** **617 SE Industrial Drive** **Blue Springs, MO 64014**
Department: Parks and Recreation	Attention: David Smith
Phone: 816-228-0137	Phone: 816-229-3929

CONTRACTOR CONTRACT

THIS CONTRACT, made and entered into this _____ day of October 2024, by the parties identified above.

WITNESSETH:

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

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

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

1. **Services**. The City agrees to engage the services of the Contractor and the Contractor agrees to perform the services hereinafter set forth in connection with projects described in ***Exhibit 1*** in accordance with the standard of care, skill, expertise, materials, and requirements set forth in the drawings and specifications.

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

3. **Exchange of Data**. All information, data, plans, and reports in the City's possession and necessary for the carrying out of the work, shall be furnished to the Contractor without charge,

and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

4. **Personnel**. The Contractor represents that Contractor will secure, at Contractor's own expense, all personnel required to perform the services called for under this contract by Contractor. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All 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 1***.

6. **Costs not to Exceed**. The City of Blue Springs is limited by law and its bidding and procurement process with respect to the amount of money it can pay. Therefore, the City has established a fixed sum amount, based on the bid proposal after a competitive bidding process, as described in the Maximum Payment section of ***Exhibit 1*** for this contract and Paragraph 7.b which cannot be exceeded unless this contract is amended. The Contractor shall notify the City if Contractor anticipates that the contract amount may be exceeded, 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 1***, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Contractor for services rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit 1***.

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this contract exceed, the sum of **$447,324.00** unless agreed to by City and Contractor in writing.

8. **Termination of Contract.**

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

of termination for breach, all finished or unfinished deconstruction, reconstruction, new construction, repairs, 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 federal regulations and applicable provisions in Section 105.450 *et seq.* RSMo. shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.

10. **Assignment**. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this contract, including the right to change or delete activities from the 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. **American Made Products.** Pursuant RSMo 34.353, as amended, if this contract is for more than $25,000.00, and is for the purchase or lease of manufactured goods or commodities by the City, or is a contract with the City for construction, alteration, repair, or maintenance of any public works, then any manufactured goods or commodities used or supplied in the performance of this contract or any subcontract thereto shall be manufactured or produced in the United States, unless that requirement is determined to not apply or be exempted based on the provisions in said referenced statute.

15. **Nonresident/Foreign Contractors**. The Contractor shall procure and maintain during the life of this contract:

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

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

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

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

18. **Insurance.** Contractor agrees to maintain insurance as set forth below and provide to City certificates of coverage evidencing said coverage at the time of signing of this contract and on each anniversary of such insurance coverage during the term of this contract and any renewals, which certificates, if available and possible, contains a provision that the policy will not be cancelled unless and until thirty (30) days' notice of said cancellation has been given to the City, but, in any event, the Contractor, any time after the Contract has been signed, shall notify the City of any impending cancellation, actual cancellation, termination or nonrenewal of the policy by faxing or delivering to the City a copy of the insurer's cancellation, termination or nonrenewal notice to Contractor within two (2) business days of Contractor's receipt of said notice. Contractor shall also advise the City in writing within two (2) business days of any oral or other advisement by the insurer of any impending cancellation, actual cancellation, termination or nonrenewal of

the policy. (If the City gives written permission for some of the work under this contract to be subcontracted or it is subcontracted, Contractor shall assure that the subcontractor has the insurance set forth below and that the City and Contractor are listed as an additional insured on all of subcontractor's policies):

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

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

c. Workers' Compensation: statutory requirements.

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

19. **Liability and Indemnity**. The parties mutually agree to the following:

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

b. The Contractor shall defend, indemnify, and hold the City and its elected or appointed officials, officers, employees and agents harmless from and against all actual claims and alleged claims and all damages, including but not limited to losses, liabilities, costs, expenses and attorney fees arising out of personal injuries, including illness or death, and damage to, or destruction of, property, which are caused by the Contractor or the Contractor's agents, employees, sub-contractors or by others for whom Contractor is liable arising out of or in any way connected with or resulting from, performance of, or failure to perform, this contract, regardless of whether or not caused in part by any act or omission of City, its elected or appointed officials, officers, employees or agents. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this contract in its contract price. Contractor's obligation under this contract to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under 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. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, officers, agents and employees, for which indemnification is sought.

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

f. This contract, and any part of it, is not intended to act as a waiver or limitation of City, or any of its officer's, agent's or employee's rights and/or defenses with regard to sovereign or any other immunity or defense under Federal Law, Missouri Law or Municipal Regulation.

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

21. **Payment Bond.** If this contract is estimated to exceed $50,000 and is a public works contracts which involves the erection, construction, alteration, repair or improvement of any building, road, street, public utility or other public facility owned by the City, every contractor for such work shall furnish to the City a bond with good and sufficient sureties in the amount of the contract, or such other amount fixed by the City, and such bond, among other conditions, shall be conditioned for the payment of any and all materials, incorporated, consumed or used in connection with the construction of such public work, and all insurance premiums, both for compensation, and for all other kinds of insurance, said work, and for all labor performed in such work whether by subcontractor or otherwise, such that said bond and the giving thereof, shall comply with Section 107.170 RSMo.

22. **Prevailing Wage**. If this contract is estimated to exceed $75,000 for the total project cost, not less than the prevailing hourly rate of wages for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri, shall be paid to all workers performing work under this contract. The penalties forfeited to the City for violations of the Prevailing Wage Act for each workman employed, for each calendar day, or portion thereof, such workman is paid less than their said stipulated rates for any work done under said contract shall be one hundred dollars ($100) per worker, per day.

23. **OSHA Requirements** under Section 292.675 RSMo.

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

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

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

contractor and subcontractor(s) shall comply with Section 292.675, RSMo., in all respects as required in relation to work done pursuant to this contract.

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

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

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

24. **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 affidavit need not be signed.*) Every such business entity, and any subcontractors of the business entity, shall also affirm by the affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A subcontractor shall provide similar affidavit and documentation to the Contractor at the time the subcontractor is hired pursuant to Section 15 CSR 60-15.020. A federal work authorization program is any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L.99-603. *A business entity is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term business entity shall include but not be limited to self-employed individuals (except it shall not include a self-employed individual with no employees), partnerships, corporations, contractors, and subcontractors.*

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

Rev. 01/01/2024

Work Authorization Affidavit

STATE OF MISSOURI)
) ss.
COUNTY OF Jackson)

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

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

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

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

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

BEFORE ME, the undersigned authority, personally appeared David D. Smith IV, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is David D. Smith IV and I am currently the President of Tandem Paving Co., Inc. (hereinafter "Company"), whose business address is 617 SE Industrial Drive, Blue Springs, MO 64014, and I am authorized to make this Affidavit.

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

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

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

Affiant / Contractor

David D. Smith IV
Printed Name

Subscribed and sworn to before me this 25th day of September, 2024.

NICHOLAS MATTHEW CALDRONE
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES JANUARY 27, 2025
JACKSON COUNTY
COMMISSION #17469660
SEAL

Notary Public

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

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

27. **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.

28. **Entire Contract**. This contract contains the entire contract of the parties. No modification, amendment, or waiver of any of the provisions of this contract shall be effective unless in writing specifically referring hereto and signed by both parties.

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

TANDEM PAVING CO., INC.

By:_____
Name:__David D. Smith IV ____ __
Title: _____President _____

CITY OF BLUE SPRINGS, MISSOURI

_____
Christine Cates, City Administrator

APPROVED AS TO FORM

Jennifer M. Baird
_____
Jennifer Baird, City Attorney

Exhibit 1 to Contract Scope of Work		
Name of Contractor	Tandem Paving Co., Inc.	
Scope of Work (Job Description)	The contractor will provide renovations of asphalt trails as outlined: Keystone Park ADA Walking Path is to have 400 square yards of dirt removed and 96 tons of base rock installed, then install 48 tons of asphalt base with 48 tons of surface asphalt Adams Dairy Parkway trail from Moreland School Road to Wyatt Road is to be renovated milling 9,390 square yards of surface asphalt; overlay 1,130 tons of surface asphalt Adams Diary Parkway Trail 1008 Linear Feet north of the intersection of Shamrock Lane is to be renovated milling 1,120 square yards of surface asphalt; overlay 70 tons of surface asphalt Adams Dairy Parkway Trail 880 Linear Feet south of the intersection of Shamrock Lane is to be renovated milling 980 square yards of surface asphalt; overlay 60 tons of surface asphalt Moreland School Road Trail from 19th Street to Liggett is to be renovated milling 1,511 square yards of surface asphalt; overlay with 181 tons of surface asphalt Coronado Road Trail from Walmart gas station to Adams Dairy Parkway Trail is to be renovated milling 800 square yards of surface asphalt; overlay with 96 tons of surface asphalt All trail renovation details and pricing shall be completed and priced as outlined in Attachment 1. Sealcoating 36,840 square yards of trail sections throughout the Parks system, details and pricing as outlined in Attachment 2. Attachments: 1) Asphalt Pricing (Attachment 1) 2) Sealcoat Pricing (Attachment 2) 3) Prevailing Wage Order #31, by reference	
Start Date	October 8, 2024	
Interim Deadlines (if applicable)	**Date**	**Phase of Project To Be Completed**

Final Completion Deadline	July 31, 2025	
Reimbursable Expenses	☒ None ☐ Travel, Lodging, Meals, Phone Calls, Copying, Postage	
Maximum Payment	$ 447,324.00	Maximum payment for services rendered
	$	Maximum amount of expenses to be reimbursed
	$ 447,324.00	Total maximum amount to be paid to Contractor
Method of Payment	☐ Lump sum of entire amount upon satisfactory completion of project ☐ Monthly payments based on rate of $_____ per hour ☒ Incremental payments as follows: monthly as billed based on percentage of completion ☐ ____% retainage held until completion of project.	

ATTACHMENT 1

BLUE SPRINGS PARKS DEPT
2025 ASPHALT TRAIL PROJECTS

PARK	Work	Units	Unit Price	Total
ADP				
SHAMROCK - NORTH 1008 LF	PROPOSAL 21628			
	1" ASPHALT REMOVAL	1,120 SY	$3.60 SY	$ 4,032.00
	FINISH COURSE ASPHALT	70 TONS	$124.00 TON	$ 8,680.00
	BOBCAT	8 HRS	$90.00 HR	$ 720.00
	BOBCAT	8 HRS	$90.00 HR	$ 720.00
	ASPHALT MILL	3 HRS	$110.00 HR	$ 330.00
			TOTAL	$ 14,482.00
ADP				
SHAMROCK - SOUTH 880 LF	PROPOSAL 21628A			
	1" ASPHALT REMOVAL	980 SY	$3.60 SY	$ 3,528.00
	FINISH COURSE ASPHALT	60 TONS	$124.00 TON	$ 7,440.00
	BOBCAT	8 HRS	$90.00 HR	$ 720.00
	BOBCAT	8 HRS	$90.00 HR	$ 720.00
	ASPHALT MILL	3 HRS	$110.00 HR	$ 330.00
			TOTAL	$ 12,738.00
KEYSTONE PARK ADA PATH	PROPOSAL 21553			
	8" REMOVAL	400 SY	$ 24.70	$ 9,880.00
	4" BASE ROCK	96 TONS	$ 67.00	$ 6,432.00
	2" ASPHALT BASE	48 TONS	$ 175.00	$ 8,400.00
	2" ASPHALT SURFACE	48 TONS	$ 180.00	$ 8,640.00
	BOBCAT	40 HRS	$ 90.00	$ 3,600.00
	BOBCAT	40 HRS	$ 90.00	$ 3,600.00
	BOND			$ 810.00
			TOTAL	$ 41,362.00
ADP TRAIL MSR TO WYATT	PROPOSAL 21559			
	2" REMOVAL	9390 SY	$ 7.20	$ 67,608.00
	2" ASPHALT SURFACE	1130 TNS	$ 80.00	$ 90,400.00
	BOBCAT	40 HRS	$ 90.00	$ 3,600.00
	BOBCAT	40 HRS	$ 90.00	$ 3,600.00
	BOND			$ 3,230.00
			TOTAL	$ 168,438.00

BLUE SPRINGS PARKS DEPT
2025 ASPHALT TRAIL PROJECTS

PARK	Work	Units	Unit Price	Total
MSR TRAIL 19TH-LIGGETT	**PROPOSAL 21559A**			
	2" REMOVAL	1511 SY	$ 7.20	$ 10,879.00
	2" ASPHALT SURFACE	181 TONS	$ 93.00	$ 16,833.00
	BOBCAT	20 HRS	$ 90.00	$ 1,800.00
	BOBCAT	20 HRS	$ 90.00	$ 1,800.00
	BOND			$ 590.00
			TOTAL	**$ 31,902.00**
CORONADO TRAIL	**PROPOSAL 21559B**			
WM GAS TO ADP				
	2" REMOVAL	800 SY	$ 7.20	$ 5,760.00
	2" ASPHALT SURFACE	96 TONS	$ 124.00	$ 11,904.00
	BOBCAT	1O HRS	$ 90.00	$ 900.00
	BOBCAT	10 HRS	$ 90.00	$ 900.00
	BOND			$ 389.00
			TOTAL	**$ 19,853.00**
		PROJECT TOTAL		**$ 288,775.00**

ATTACHMENT 2

TRAIL SECTION	SY	COST	Crackfill LF	COST
ADAM'S DAIRY PARKWAY TRAIL:			9,550	$ 19,100.00
NE ROANOKE - DUNCAN	3000	$ 10,500.00		
DUNCAN - NE JEFFERSON	2542	$ 8,900.00		
NE JEFFERSON - NE CORONADO	2066	$ 7,230.00		
NE CORONADO - NE RD MIZE	967	$ 3,385.00		
NE RD MIZE - NE NAPOLEON DR	1213	$ 4,245.00		
NE NAPOLEON DR - E WALNUT ST	1289	$ 4,510.00		
E WALNUT ST - HWY 40 W	956	$ 3,345.00		
HWY 40 W - SE COUNTY RD AA	1744	$ 6,105.00		
SE COUNTY RD AA - SE SUNNSIDE SCHOOL RD	1405	$ 4,920.00		
SE SUNNSIDE SCHOOL RD - SE MANOR CT	1355	$ 4,745.00		
SE MANOR CT - SE SHAMROCK LN	4061	$ 14,215.00		
SE SHAMROCK LN - SE MORELAND SCHOOL RD	1650	$ 5,774.00		
DUNCAN (NE ADP - NE 23RD)	3355	$ 11,745.00	1400	$ 2,800.00
WOODS CHAPEL PARK	4187	$ 14,655.00	1600	$ 3,200.00
BURRIS OLD MILL PARK	5470	$ 19,145.00	1600	$ 3,200.00
BAUMGARDNER PARK	1580	$ 5,530.00	650	$ 1,300.00
TOTALS	**36840**	**$ 128,949.00**		**$ 29,600.00**

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: August 16, 2024 **CONTRACT NO.**

SUBMITTED BY: Justin Stuart **DEPARTMENT: Parks and Recreation**

☐ Ordinance	☒ Resolution	☐ Presentation	☐ Public Hearing
☒ Contract	☐ Discussion	☐ Economic Dev.	☐ Other

ISSUE/REQUEST

Adopt a Resolution approving a contract with Mid-America Golf and Landscape, Inc dba Mid-America Sports Construction for the installation of synthetic turf and net backstops on nine softball infields at Hidden Valley Park in the amount of $2,934,943.00.

BACKGROUND/JUSTIFICATION

On April 4, 2017, the residents of Blue Springs overwhelmingly supported the passage of the Parks Sales Tax to fund deferred maintenance items throughout the City. Maintenance projects were scheduled in years 2018 - 2022. Additionally, the residents on April 6, 2021, approved an extension of the Park Sales Tax with no expiration date. The program also outlined specific Park Maintenance projects through 2025. One of the items included is the installation of synthetic turf and net backstops on 9 softball infields at Hidden Valley Park.

The Hidden Valley Park softball fields receive a lot of use throughout the year with youth softball league practices and games, youth softball tournaments, and The Exceptionals softball league for those with special needs. There is a significant amount of time and resources put into the fields to ensure the infields are ready and safe for play. Converting the fields to turf will drastically reduce the number of resources needed to prepare the fields and will provide a much more consistent playing surface. The conversion to turf will also result in a significant decrease in rainouts. Currently, the infields remain unplayable for hours or even days after a rain event. The synthetic turf allows play to continue as long as there is not lightning in the area. This leads to increased satisfaction of participants and will also help attract larger and more frequent tournaments.

This project will also include the replacement of the backstop fencing from dugout to dugout on all nine softball fields. The current backstop fences are original to the park and are in very rough shape with bowed sections and rusted areas. The current fencing will be replaced with a net backstop system, which will provide a much better playing experience and a better visual experience for spectators. The net system is the same that is being installed in newer complexes throughout the region.

The pricing for this project by Mid-America Sports Construction was obtained through the Sourcewell cooperative purchasing agreement in which these items were competitively bid and approved for the cooperative purchasing agreement. It is anticipated that this project will begin in November 2024 and the fields will be ready for play by April 1, 2025. Performing the work during this timeframe will allow for minimal disruption of activities on the softball fields.

Staff recommends approval of the contract with Mid-America Sports Construction for the installation of synthetic turf and net backstops on nine softball fields at Hidden Valley Park in the amount of $2,934,943.00

FINANCIAL IMPACT

Contractor:	Mid-America Golf and Landscape, Inc dba Mid-America Sports Construction
Amount of Request/ Contract:	$2,934,943
Amount Budgeted:	$3,675,000
Budget Year:	FY 2024-25
Funding Source/Account #:	158-73000-544100 PR-18
Account Balance: Upon approval of the FY 2024-25 Budget	$3,675,000 Date: 9/10/2024

PROJECT TIMELINE

Estimated Start Date	**Estimated End Date**
November 1, 2024	March 15, 2025
Years and Months Contract in effect	**Number of times renewable**
6 months	NA

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	NA

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with contract attached as Exhibit A

REVIEWED BY:

Requesting Director: ***Justin Stuart***	Budget: ***Lori Turner***
Legal: ***Jennifer Baird***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:	☒	
Certificate of Insurance:	☒	
E-Verify Affidavits:	☒	
E-Verify proof of enrollment:	☒	
Bond:	☒	
Anti-Discrimination Against Israel Act Certification (contract over $100,000)	☒	
Wage Order, by reference	☐	Wage Order Number:
IRS Form W-9:	☒	
Bid/RFP/RFQ: (submit all)	☐	
Bid/RFP/RFQ Tabulation:	☐	
Bid Waiver: (less than three bids)	☒	
Contractor address and email:	☒	Mid-America Sports Construction 1621 SE Summit St Lee's Summit, MO 64081 ntepesch@mid-americagolf.com>
Project Exemption Certificate needed:	☐	
Other:	☐	

A RESOLUTION APPROVING A CONTRACT WITH MID-AMERICA GOLF AND LANDSCAPE, INC DBA MID-AMERICA SPORTS CONSTRUCTION FOR INSTALLATION OF SYNTHETIC TURF AND NET BACKSTOPS ON NINE SOFTBALL INFIELDS AT HIDDEN VALLEY PARK

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

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

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

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

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

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

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

contractor or subcontractor for construction of the public works shall be deemed "on-site employees." Persons engaged solely in the transportation of materials, fuel, or equipment to the site of the public works shall not be deemed to be "directly engaged in construction;" and

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

WHEREAS, the Parks and Recreation Department prepared specifications and secured a quotation for installation of synthetic turf and net backstops for nine fields at Hidden Valley Park.

WHEREAS, the Department utilized the Sourcewell cooperative purchase agreement and now recommends that the City award a contract to Mid-America Golf and Landscape, Inc dba Mid-America Sports Construction, for work based on scope of services in the amount of $2,934,943.00.

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

Section 1. The City Administrator is hereby authorized to enter into a contract with Mid-America Golf and Landscape, Inc dba Mid-America Sports Construction for installation of synthetic turf and net backstops on nine softball infields at Hidden Valley Park in the amount of $2,934,943.00. A copy of the proposed Contract is attached hereto as Exhibit “A” and is incorporated herein.

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 7th day of October 2024.

CITY OF BLUE SPRINGS

ATTEST: Chris Lievsay, Mayor

Erin Ford, City Clerk

EXHIBIT A

EFFECTIVE DATE: November 1, 2024	TERMINATION DATE: March 15, 2025	CONTRACT NUMBER:

CITY	CONTRACTOR
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**	**Mid-America Golf and Landscape, Inc dba** **Mid-America Sports Construction** **1621 SE Summit St** **Lee's Summit, MO 64081**
Department: Parks and Recreation	Attention: Nick Tepesch
Phone: 816-228-0137	Phone: 816-547-8526

CONTRACTOR CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____ 2024, by the parties identified above.

WITNESSETH:

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

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

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

1. **Services**. The City agrees to engage the services of the Contractor and the Contractor agrees to perform the services hereinafter set forth in connection with projects described in ***Exhibit 1*** in accordance with the standard of care, skill, expertise, materials, and requirements set forth in the drawings and specifications.

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

3. **Exchange of Data**. All information, data, plans, and reports in the City's possession and necessary for the carrying out of the work, shall be furnished to the Contractor without charge,

and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

4. **Personnel**. The Contractor represents that Contractor will secure, at Contractor's own expense, all personnel required to perform the services called for under this contract by Contractor. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All 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 1***.

6. **Costs not to Exceed**. The City of Blue Springs is limited by law and its bidding and procurement process with respect to the amount of money it can pay. Therefore, the City has established a fixed sum amount, based on the bid proposal after a competitive bidding process, as described in the Maximum Payment section of ***Exhibit 1*** for this contract and Paragraph 7.b which cannot be exceeded unless this contract is amended. The Contractor shall notify the City if Contractor anticipates that the contract amount may be exceeded, 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 1***, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Contractor for services rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit 1***.

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this contract exceed, the sum of **$2,934,943.00** unless agreed to by City and Contractor in writing.

8. **Termination of Contract.**

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

of termination for breach, all finished or unfinished deconstruction, reconstruction, new construction, repairs, 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 federal regulations and applicable provisions in Section 105.450 *et seq.* RSMo. shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.

10. **Assignment**. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this contract, including the right to change or delete activities from the 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. **American Made Products.** Pursuant RSMo 34.353, as amended, if this contract is for more than $25,000.00, and is for the purchase or lease of manufactured goods or commodities by the City, or is a contract with the City for construction, alteration, repair, or maintenance of any public works, then any manufactured goods or commodities used or supplied in the performance of this contract or any subcontract thereto shall be manufactured or produced in the United States, unless that requirement is determined to not apply or be exempted based on the provisions in said referenced statute.

15. **Nonresident/Foreign Contractors**. The Contractor shall procure and maintain during the life of this contract:

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

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

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

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

18. **Insurance.** Contractor agrees to maintain insurance as set forth below and provide to City certificates of coverage evidencing said coverage at the time of signing of this contract and on each anniversary of such insurance coverage during the term of this contract and any renewals, which certificates, if available and possible, contains a provision that the policy will not be cancelled unless and until thirty (30) days' notice of said cancellation has been given to the City, but, in any event, the Contractor, any time after the Contract has been signed, shall notify the City of any impending cancellation, actual cancellation, termination or nonrenewal of the policy by faxing or delivering to the City a copy of the insurer's cancellation, termination or nonrenewal notice to Contractor within two (2) business days of Contractor's receipt of said notice. Contractor shall also advise the City in writing within two (2) business days of any oral or other advisement by the insurer of any impending cancellation, actual cancellation, termination or nonrenewal of

the policy. (If the City gives written permission for some of the work under this contract to be subcontracted or it is subcontracted, Contractor shall assure that the subcontractor has the insurance set forth below and that the City and Contractor are listed as an additional insured on all of subcontractor's policies):

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

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

c. Workers' Compensation: statutory requirements.

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

19. **Liability and Indemnity**. The parties mutually agree to the following:

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

b. The Contractor shall defend, indemnify, and hold the City and its elected or appointed officials, officers, employees and agents harmless from and against all actual claims and alleged claims and all damages, including but not limited to losses, liabilities, costs, expenses and attorney fees arising out of personal injuries, including illness or death, and damage to, or destruction of, property, which are caused by the Contractor or the Contractor's agents, employees, sub-contractors or by others for whom Contractor is liable arising out of or in any way connected with or resulting from, performance of, or failure to perform, this contract, regardless of whether or not caused in part by any act or omission of City, its elected or appointed officials, officers, employees or agents. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this contract in its contract price. Contractor's obligation under this contract to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under 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. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, officers, agents and employees, for which indemnification is sought.

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

f. This contract, and any part of it, is not intended to act as a waiver or limitation of City, or any of its officer's, agent's or employee's rights and/or defenses with regard to sovereign or any other immunity or defense under Federal Law, Missouri Law or Municipal Regulation.

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

21. **Payment Bond.** If this contract is estimated to exceed $50,000 and is a public works contracts which involves the erection, construction, alteration, repair or improvement of any building, road, street, public utility or other public facility owned by the City, every contractor for such work shall furnish to the City a bond with good and sufficient sureties in the amount of the contract, or such other amount fixed by the City, and such bond, among other conditions, shall be conditioned for the payment of any and all materials, incorporated, consumed or used in connection with the construction of such public work, and all insurance premiums, both for compensation, and for all other kinds of insurance, said work, and for all labor performed in such work whether by subcontractor or otherwise, such that said bond and the giving thereof, shall comply with Section 107.170 RSMo.

22. **Prevailing Wage**. If this contract is estimated to exceed $75,000 for the total project cost, not less than the prevailing hourly rate of wages for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri, shall be paid to all workers performing work under this contract. The penalties forfeited to the City for violations of the Prevailing Wage Act for each workman employed, for each calendar day, or portion thereof, such workman is paid less than their said stipulated rates for any work done under said contract shall be one hundred dollars ($100) per worker, per day.

23. **OSHA Requirements** under Section 292.675 RSMo.

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

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

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

contractor and subcontractor(s) shall comply with Section 292.675, RSMo., in all respects as required in relation to work done pursuant to this contract.

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

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

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

24. **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 affidavit need not be signed.*) Every such business entity, and any subcontractors of the business entity, shall also affirm by the affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A subcontractor shall provide similar affidavit and documentation to the Contractor at the time the subcontractor is hired pursuant to Section 15 CSR 60-15.020. A federal work authorization program is any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L.99-603. *A business entity is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term business entity shall include but not be limited to self-employed individuals (except it shall not include a self-employed individual with no employees), partnerships, corporations, contractors, and subcontractors.*

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

Work Authorization Affidavit

STATE OF MISSOURI)
) ss.
COUNTY OF Jackson)

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

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

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

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

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

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

1. My name is Jeff Porter and I am currently the Vice President of Mid-America Golf and Landscape (hereinafter "Company"), whose business address is 1621 SE Summit St., Lees Summit, MO 64081, and I am authorized to make this Affidavit.

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

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

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

Affiant / Contractor

Jeff Porter
Printed Name

Subscribed and sworn to before me this 27 day of September, 2024.

KRISTI SWOPE NOTARY SEAL MY COMMISSION EXPIRES 11-27-2026 #18061132 JACKSON COUNTY STATE OF MISSOURI NOTARY PUBLIC

SEAL

Notary Public

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

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

27. **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.

28. **Entire Contract**. This contract contains the entire contract of the parties. No modification, amendment, or waiver of any of the provisions of this contract shall be effective unless in writing specifically referring hereto and signed by both parties.

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

CONTRACTOR: Mid-America Golf and Landscape, Inc dba Mid-America Sports Construction

By: _____

Name: Jeff Porter

Title: Vice President

CITY OF BLUE SPRINGS, MISSOURI

_____

Christine Cates, City Administrator

APPROVED AS TO FORM

Jennifer M. Baird

Jennifer Baird, City Attorney

Exhibit 1 to Contract Scope of Work	
Name of Contractor	Mid-America Golf and Landscape, Inc dba Mid-America Sports Construction
Scope of Work (Job Description)	The contractor will provide installation of synthetic turf and net backstop on nine softball fields according to the following: -Excavation of field approx. ±7.5" to proposed subgrade (all spoils to be disposed of off-site) - Cap and abandon existing infield irrigation system - Removal and disposal of existing chain link backstops - Furnish and install perforated HDPE collector drain, to daylight or tie into existing within 40' of field - Furnish and install 4oz woven geotextile fabric on prepared subbase and through trenches - Construct new 6"x12" perimeter curbing with two #4 rebar - Furnish and install 9 30' netted backstop systems to run from dugout to dugout a. Netting all the way to the ground - Furnish and install 1"x12" Hydraway panel drain system, to tie into collector drain - Furnish and install 4" drainage base layer, laser grade and compact - Furnish and install 2" finish stone layer, laser grade and compact - Furnish and install 2"x2" nailer attachment board for preparation of turf installation - Furnish and install approx. 118,049sf. of [AstroTurf Diamond Series RBI] synthetic turf surfacing [excludes bullpens] - Furnish and install sand/rubber infill materials per manufacturer's recommendations - Field colors to be dark brown - Install new baseball and softball plugs – 3 locations per field - Furnish 8 sets of replacement panels for pitching and batting areas – one set per field - Clean-up, demobilization of entire site All work shall be performed in accordance with Contractor's April 3, 2024 Quote, attached hereto and incorporated herein as Attachment 1. Attachments: 1) Contractor's quote, revised April 3, 2024 2) Prevailing Wage Order #31, by reference
Start Date	November 1, 2024

Interim Deadlines (if applicable)	**Date**	**Phase of Project To Be Completed**
Final Completion Deadline	March 15, 2025	
Reimbursable Expenses	☒ None ☐ Travel, Lodging, Meals, Phone Calls, Copying, Postage	
Maximum Payment	$ 2,934,943	Maximum payment for services rendered
	$	Maximum amount of expenses to be reimbursed
	$ 2,934,943	Total maximum amount to be paid to Contractor
Method of Payment	☐ Lump sum of entire amount upon satisfactory completion of project ☐ Monthly payments based on rate of $_____ per hour ☒ Incremental payments as follows: monthly as billed based on percentage of completion ☐ ____% retainage held until completion of project.	

Mid-America Sports Construction
1621 SE Summit St.
Lee's Summit, MO 64081

Hidden Valley Softball Complex
Synthetic Turf Construction & Installation
Date: 2.13.2024
Revised: 2.20.2024
Revised: 3.1.2024
Revised: 4.1.2024
Revised: 4.2.2024
Revised: 4.3.2024
Revised: 4.3.2024 – 7:30 PM CST
#031622-AST

Scope of Work:

-Synthetic Turf Construction: Softball Infields-

1) Mobilization (1)
2) Site to be clear from any debris or athletic equipment prior to arrival onsite
3) Removal of existing site fencing for construction access (to be reinstalled upon completion)
4) Excavation of field approx. ±7.5" to proposed subgrade (all spoils to be disposed of off-site)
5) Cap and abandon existing infield irrigation system
6) Removal and disposal of existing chain link backstops
7) Furnish and install perforated HDPE collector drain, to daylight or tie into existing within 40' of field
8) Furnish and install 4oz woven geotextile fabric on prepared subbase and through trenches
9) Construct new 6"x12" perimeter curbing with two #4 rebar
10) Furnish and install 9 30' netted backstop systems to run from dugout to dugout
    a. Netting all the way to the ground
11) Furnish and install 1"x12" Hydraway panel drain system, to tie into collector drain
12) Furnish and install 4" drainage base layer, laser grade and compact
13) Furnish and install 2" finish stone layer, laser grade and compact
14) Furnish and install 2"x2" nailer attachment board for preparation of turf installation
15) Furnish and install approx. 118,049sf. of **[AstroTurf Diamond Series RBI]** synthetic turf surfacing [excludes bullpens]
16) Furnish and install sand/rubber infill materials per manufacturer's recommendations
17) Field colors to be dark brown
18) Install new baseball and softball plugs – 3 locations per field
19) Furnish 8 sets of replacement panels for pitching and batting areas – one set per field
20) Clean-up, demobilization

BASE PROPOSAL: $2,934,943.00

Mid-America Sports Construction
1621 SE Summit St.
Lee's Summit, MO 64081

Additional Pricing Options:

1. Demo existing fence at each respected field and replace with black vinyl chain link fencing. 2 single gates per field and one double gate per field – heights to match existing
    a. Softball Field #1: ADD: $57,559.00
    b. Softball Field #2: ADD: $57,559.00
    c. Softball Field #3: ADD: $61,169.00
    d. Softball Field #4: ADD: $63,246.00
    e. Softball Field #5: ADD: $63,246.00
    f. Softball Field #6: ADD: $63,246.00
    g. Softball Field #7: ADD: $62,475.00
    h. Softball Field #8: ADD: $62,475.00
    i. Softball Field #9: ADD: $62,475.00

Mid-America Sports Construction
1621 SE Summit St.
Lee's Summit, MO 64081

ADDITIONAL PROJECT NOTES:

1. Any drawings provided by Mid-America are provided for visual purposes only and do not reflect pricing
2. Relocating of electrical conduits, removal, and reinstallation of wiring inside the field area to time clocks, scoreboards, power outlets unless noted above
3. All work based on appropriate working conditions and cooperating weather
4. Proposals based on proper site access and staging/lay down areas provided by owner
5. MASC will locate all public utilities, owner responsible for locating any private lines
6. MASC will tie into existing storm water management where applicable or daylight drains, not responsible for the installation of new storm water infrastructures
7. This proposal excludes any and all, time delays and cost increases arising from or related to COVID-19 virus and any government or third-party action in response to
8. Pricing based on mutually agreeable contract language and schedule between Owner and Contractor

PROPOSAL EXCLUSIONS:

- Surveying
- City Permitting and Fee's
- Sales/Use Tax
- Work outside proposed area unless noted above
- Geotechnical testing, investigation of site
- Rock Excavation
- Implementation of a Storm Water Pollution Prevention Plan
- Acts of God (e.g. hurricanes, temperature, draught, flooding etc.)
- Site security and/or temporary protection fencing
- No maintenance is included in the proposed budget
- Repairs/regressing of existing site unless noted above
- Repairs to pavement due to construction traffic

PROPOSAL INCLUSIONS:

- Performance and Payment Bonds
- Govt. Contract Pricing (Cooperative Purchasing)
- Prevailing/Union Wages – Wage order 30 Jackson County

Respectfully submitted,

Project Contact: Nick Tepesch
E: ntepesch@mid-americagolf.com

Carter Nicoli
Project Estimator

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: September 10, 2024

SUBMITTED BY: Erin Ford **DEPARTMENT: Administration**

☐ Ordinance	☒ Resolution	☐ Presentation	☐ Public Hearing
☐ Contract	☐ Discussion	☐ Economic Dev.	☐ Other

ISSUE/REQUEST

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

BACKGROUND/JUSTIFICATION

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

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
Immediately	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with disposition list attached as Exhibit A

REVIEWED BY:

Requesting Director: ***Erin Ford***	Budget: ***N/A***
Legal: ***N/A***	City Administrator: ***Christine Cates***

Resolution No. 77-2024

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

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

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

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

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

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

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 7th day of October 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

Rev. 01/01/2024

Exhibit A

The City of Blue Springs Missouri

DISPOSITION LIST

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

BOX NO. / Item	Date of Record(s)	Contents	Destruction Date
N/A		All data, media, and content captured through third-party	Ongoing per policy
		cameras, excluding records that have been retained	
		for official investigative or other legal purpose.	
PW-ID860	1991-2014	Traffic studies	10/8/2024

To be completed by Records Manager:	Approved by Resolution _____-_____
STATE OF MISSOURI COUNTY OF JACKSON CITY OF BLUE SPRINGS I, Erin Ford, Records Manager, City of Blue Springs, a municipal Corporation within and for said County and State aforesaid, do hereby certify that the attached is a true and complete enumeration of records which will be destroyed by recycling, throwing away, deleting, or shredding. IN WITNESS WHEREOF, I hereunto set my hand and affix the seal of said City of Blue Springs, Missouri, at its office in Blue Springs, Missouri, on this _____ day of _____, 20____. _____	

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: September 25, 2024

SUBMITTED BY: Sheryl Morgan **DEPARTMENT: Administration**

☐ Ordinance	☐ Resolution	☐ Presentation	☐ Public Hearing
☐ Contract	☐ Discussion	☐ Economic Dev.	☒ Other

ISSUE/REQUEST

Pursuant to Blue Springs Home Rule Charter Section 4.4.C – Powers and Duties; Appointments: The Mayor, with the advice and consent of the majority of the Council, shall appoint all members of committees, boards, and commissions. A slate of 2024 appointments will be submitted to Council for approval.

BACKGROUND/JUSTIFICATION

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

Main Center Redevelopment Corporation:
New appointment: Trevor Goodwin (term exp. 5/1/2025)

Public Safety Citizens Advisory Board:
New appointment: A'Mya Criglar, Non-voting Student Liaison (term exp. 8/31/2025)

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
October 7, 2024	April 30, 2025

STAFF RECOMMENDATION

N/A

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

N/A

REVIEWED BY:

Requesting Director: ***Sheryl Morgan***	Budget: ***N/A***
Legal: ***N/A***	City Administrator: ***Christine Cates***

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: September 3, 2024

SUBMITTED BY: Dennis Dovel **DEPARTMENT: Assistant City Administrator**

☐ Ordinance	☒ Resolution	☐ Presentation	☐ Public Hearing
☐ Contract	☐ Discussion	☐ Economic Dev.	☐ Other

ISSUE/REQUEST

Adopt a Resolution approving and disclosing the intent to use the Construction Manager at Risk delivery method for the Blue Springs Public Works Operation Building Renovation and Expansion project.

BACKGROUND/JUSTIFICATION

Staff is beginning the development of conceptual design and construction documents for the renovations and expansion of the Public Works Operation Building. Staff brought before City Council a contract with SFS Architecture, Inc. to complete the design and construction documents in September 2024. This was done through a Request for Qualifications (RFQ) process. Since SFS Architecture was awarded the contract to complete architectural and design development, the City will be bringing forward a contact soon for a construction manager.

With SFS Architecture developing the construction documents, the City has chosen to use the Construction Manager at Risk (CMaR) method of delivery. This delivery method has been used successfully with renovations of City Hall and the Blue Surf Bay Waterpark. The CMaR is a delivery method which entails a commitment by the Construction Manager to deliver the project within a Guaranteed Maximum Price (GMP) which is based on the construction documents and specifications at the time of the GMP plus any reasonably inferred items or tasks. The CMaR provides professional services and acts as a consultant to the Owner in the design development and construction phases by providing design input on construct ability and cost estimates to construct the design. Often, the CMaR also provides some of the actual construction of the project depending on the availability of bidders and the expertise the company has. In addition to acting in the Owner's interest, the CMaR must manage and control construction costs to not exceed the GMP because contractually any costs exceeding the GMP that are not change orders are the financial liability of the CMaR.

There are specific benefits to this type of delivery method such as:

1. A higher level of cost control from the start. CMaR provides cost estimates at contractually established points. If these cost estimates are in line with the established budget, the architect then moves on to the next phase of design. If not, the CMaR, Owner, and Architect assess the cost estimate and make design changes to bring the design back into budget alignment. This process helps ensures budget success.
2. The Owner’s risk is limited by the CMaR process providing that the construction documents are complete, and proper allowances and contingencies are built into the GMP.

3. Constructability and value to the Owner are afforded by the Value Engineering expertise brought to the process by the CMaR.
4. Since the CMaR is at risk and gives the GMP prior to bid, it does not have to select the low bid. Generally, the thorough prequalification process minimizes the number of low bidders that get disqualified and generally leads to lower long term costs, higher quality, and fewer claims because only pre-qualified contractors are performing work.

Bringing the Construction Manager on early in the process can help reduce construction cost by helping with selection of materials, construction method and construction schedule and order of specific construction trades.

To use this method of construction delivery, Sec. 67.5050 RSMo requires notification in a public meeting of the intent to utilize this method and the selection criteria to be used prior to publishing the Request for Qualifications. The selection criteria are Request for Qualifications which is attached to the Resolution as Exhibit A.

Staff recommends using the CMaR method for renovation and expansion of the Public Works Operation Building.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
January 1, 2025	December 31, 2027
Years and Months Contract in effect	**Number of times renewable**
2 years	0

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution for Construction Manager at Risk with Criteria for Selection attached as Exhibit A

REVIEWED BY:

Requesting Director: ***Dennis Dovel***	Budget: ***N/A***
Legal: ***Jennifer Baird***	City Administrator: ***Christine Cates***

Resolution No. 78-2024

A RESOLUTION APPROVING AND DISCLOSING THE INTENT TO USE THE CONSTRUCTION MANAGER AT RISK DELIVERY METHOD FOR THE RENOVATION AND EXPANSION OF THE BLUE SPRINGS PUBLIC WORKS OPERATION BUILDING

WHEREAS, the City of Blue Springs Public Works Department intends to utilize the Construction Manager at Risk (CMaR) method for the construction work associated with the renovation and expansion of the Public Works Operation Building; and

WHEREAS, Section 67.5050 RSMo. requires the City to disclose at a public meeting its intent to utilize the Construction Manager at Risk (CMAR) method for projects; and

WHEREAS, the selection criteria that the City will utilize is included in the Request for Qualifications attached and incorporated hereto as Exhibit A; and

WHEREAS, the City has utilized this method in the past with success.

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

Section 1. The City Administrator has the authority and is hereby authorized to utilize the CMaR method for constructing the renovation and expansion of the Public Works Operation Building.

Section 2. The criteria for selection of the CMaR is included in the Request for Qualifications attached hereto and incorporated herein as Exhibit A.

Section 3. City staff is directed to perform all tasks necessary to implement said construction delivery method.

Section 2. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 7th day of October 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

Rev. 01/01/2024

Exhibit A

Blue Springs, Missouri
Public Works Department

Request for Qualifications

Construction Manager at Risk for Public Works Operation Renovation and Expansion

SEALED PROPOSALS MUST BE PHYSICALLY RECEIVED IN CITY HALL, 903 W. MAIN, BLUE SPRINGS, MISSOURI, 64015 PRIOR TO **11:00 A.M. on Tuesday, October 29, 2024 (closing date).**

- Proposals shall be submitted with the Project Title clearly indicated on the outside of the mailing envelope.
- Proposals received after the closing date and time will be rejected.
- ***FAXED/EMAILED PROPOSALS WILL NOT BE ACCEPTED.***

You are invited to submit your proposal for the services described herein.

See attached Instructions, Proposal Requirements and Scope of Services for detailed information.

Blue Springs, Missouri
Public Works Department

REQUEST FOR QUALIFICATIONS AND PROPOSALS
Blue Springs Public Works Operation Building Renovation and Expansion **October 2024**

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Proposal Requirements
- Relevant Experience
- Organizational Chart
- Key Personnel
- Preconstruction Services
- Self-Performed Work
- Cost Control System
- Subcontractor Solicitation
- Schedule Control
- Payment and Performance Bond
- Insurance
- Safety Program/History
- Quality Program
- Proposal Form of Agreement
- Appendix
- Proposal Format

Compensation Proposal
- Proposed Fees (for short listed firms only)
- Responsibility / General Conditions Matrix (for short listed firms only)

Exhibits
- Concept Plans and Renderings

REQUEST FOR QUALIFICATIONS AND PROPOSALS
Blue Springs Public Works Operation Building Renovation and Expansion October 2024

1) General Information

a) Introduction

The City of Blue Springs Missouri Public Works Department ("City"/"Owner") is requesting proposals from qualified Construction Managers for pre-construction and construction phase services for the renovation and expansion of the Blue Springs Public Works Operation Building future building on the property.

SFS Architecture (SFS) has been engaged by the Owner to provide complete architectural and engineering design services for the Project.

The successful Construction Manager will be required to provide a Guaranteed Maximum Price (GMP) before construction of the Project commences, and will be required to exercise rigorous cost, quality and schedule control throughout the duration of the Project.

Direct any questions regarding this RFP and the selection process to:

NAME	Dennis Dovel, Assistant City Administrator
ADDRESS	903 W. Main St., Blue Springs, MO 64015
PHONE	816-228-0265
EMAIL	ddovel@bluespringsgov.com

Background

The City of Blue Springs, MO is a community of approximately 59,000 residents covering more than 22 square miles in western Missouri. The City is situated along I-70, on the eastern boundary of the Kansas City Metropolitan area. Independence, MO boarders the western and northern city limits, Lee's Summit, MO boarders the southern city limits and Grain Valley, MO the eastern city limits.

Blue Springs is known for its outstanding School District and has experienced significant growth over the last 20 years. Over the next 10 years the City of Blue Springs is projected to expand to a population of around 65,000. With this growth, additional space is required to house the Public Works Operation Division. The current Public Works facility was opened in 1988.

Street Maintenance, Water and Sewer Maintenance and Fleet Maintenance are currently housed at this location with approximately 43 full-time staff members working at this location with a potential for 48 individuals when seasonals or interns are used. Over the years to accommodate the growth, storage areas have been turned into office space staff and the rock bins were enclosed to provide secure storage of parts and equipment. Additionally, offices have been built on the mezzanine level over the fleets part room, this area suffers from quality air issues. In 2010 an additional salt storage facility was added to bolster the amount of deicing chemicals to 4,000 tons.

In 2011 the Fleet Maintenance addition was completed, adding 6 bays, new fuel tanks, pumps and fuel system software. An access road was also constructed to 40 Highway and a secure parking lot expansion.

Project Overview

The City of Blue Springs has engaged SFS Architecture to provide design and programming needs assessment. The intention of this renovation and expansion is to provide additional square footage to increase the current 19 spaces for equipment in the maintenance garage to add an additional 27 new spaces for a total of 46 spaces for equipment. Along with the additional spaces, an automated truck wash to clean vehicles after snow removal services to the undercarriage of each vehicle is desired. Additionally, a larger meeting room is required for all staff meetings and the room is to act as a storm shelter in case of a tornado. Increasing the size of the locker rooms to accommodate uniform storage, additional climate-controlled storage areas, enhanced camera and security, additional secured parking as well as expansion of the front parking lot for employee cars and visitors is to be considered.

Entrance and exit to Sunnyside School Rd. that lines up with Bent Tree Drive and an overall renovation to the existing building areas and site.

Additionally, the Public Safety Department will locate some function to this location. The Public Safety needs are for a warehouse facility of approximately 6,500 square feet to store items and vehicles, bike patrol, and indoor parking for the command vehicle and the radar trailers. The function would be mostly vehicle and equipment storage, however, if the area could be vacated by the vehicles on occasion and the space used for defensive tactics or similar training of officers, that would be desired.

Exhibit A provides a map of the site.

Implementation of the building expansion, new construction, and site improvements is anticipated to occur while the existing public works facility remains open and operational. It is understood that there will be periodic and on-going impacts to the operations during the duration of construction.

Owner/Architect Milestone Schedule

The anticipated Project Schedule will include the following overall milestones:

December 2024	Construction Manager Pre-Construction/Design Phase Commences
First Quarter 2025	Schematic Design and Design Development Phase Completed
Third Quarter 2025	Construction Documents Complete
Fourth Quarter 2025	GMP Amendment & Construction Mobilization
Fourth Quarter 2026	Substantial Completion

Construction Budget

The estimated cost of construction is approximately $7.3m.

2) Construction Manager Selection

a) Process

This Request for Qualifications and Proposals (RFQ/P) is a qualification based (QBS) selection process with a subsequent, sealed cost proposal.

Cost proposals in sealed envelopes will be received at the time of the shortlisted firm's interview and opened only after all scores have been tallied for the proposal and interview evaluation. The cost proposal will be weighted in the final scoring and evaluation of the proposing firms.

Part 1 (Submittals)

- Requirements Compliance (10 Pts)
- Qualifications Evaluation (60 Pts)

Part 2 (Interview for selected firms)

- Requirements Compliance (10 Pts)
- Interview Evaluation (60 Pts)
- Compensation Proposal Evaluation (60 Pts)

Total 200 Pts

Proposal Conditions

By submitting a proposal, each proposer accepts in all respects the conditions of this RFP including, but not limited to, the following:

1. All proposals will become the property of the Owner and will not be returned.
2. The Owner is not liable for any costs incurred by proposers in the preparation of their proposals or for any costs incurred relative to the presentation/interview process.
3. The Owner reserve the right, in their sole discretion, to accept or reject any or all proposals and to waive any irregularities in a proposal. The successful Construction Manager will be selected based upon the proposal deemed most qualified to perform the services outlined in in its sole discretion as submitted in response to the Request for Proposal.

Selection Timetable

October 9, 2024	Issue RFP
October 18, 2024	Pre-Proposal Meeting 1:00PM
October 29, 2024	Part I Qualifications Due 11:00AM
November 12, 2024	Shortlist Notification
November 20, 2024	Interviews and Part II Proposal Due
November 26, 2024	Notice of award recommendation
December 18, 2024	Anticipated Start of Pre-Construction Services

General Requirements

Submit Seven (7) copies and one electronic PDF of your proposal in response to the City of Blue Springs, Atten: Dennis Dovel, 903 W. Main St., Blue Springs, MO 64015 no later than 11:00AM Central Standard Time, October 29. 2024. Proposal must be clearly marked "Response to CONSTRUCTION MANAGER AT-RISK RFP PUBLIC WORKS OPERATION BUILDING" in a sealed envelope at the following address:

City of Blue Springs
Atten: Dennis Dovel
903 W. Main St.
Blue Springs, MO 64015

III. Scope of Services

a) Scope of Services

The basis for Construction Manager services will be as set out in AIA document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price as well as the General Conditions in AIA A201-2017.

b) Pre-Construction Services

Construction Manager shall work with City Staff and Architect through the planning / design process providing estimating, value analysis, life-cycle analysis, scheduling, and constructability reviews.

Construction Manager shall provide a preliminary cost estimate based on the Conceptual Design Documentation. Detailed cost estimates will be required at the completion of Schematic Design and Design Development. Estimates will be updated at 50% and 90% of Construction Documents. The Guaranteed Maximum Price (GMP) will be established on 100% Construction Documents and shall include all major subcontracts.

c) Bidding Services

Competitively bid all construction and material to a minimum of three sub-contractors/materials suppliers and provide trade bids to the City and Architect for review. Solicit competitive bids on the work of various Subcontractors and assess all proposals for the best combination of price and quality for sub-system contractors. Review all bids with the Owner prior to assembling final Guaranteed Maximum Price (GMP). **The city desires to provide local subcontractors the opportunity to bid on the project where appropriate.**

d)Construction Phase Services

1. PROJECT CONTROL: Monitor the work of the Subcontractors, and coordinate with the activities and responsibilities of the Owner, the Architect, and the Construction Manager to complete the project in

accordance with the owner's objective of cost, quality and completion time frame.

2. MAINTAIN A COMPETENT FULL-TIME SUPERINTENDENT AND OTHER NECESSARY SUPPORT PERSONNEL at the project site to coordinate and provide general direction of the work and progress of the Subcontractors on the project.
3. ESTABLISH ON-SITE ORGANIZATION and lines of authority to carry out the overall plans of the construction team.
4. ESTABLISH PROCEDURES FOR COORDINATION among the Owner, Architect, the Subcontractors, and the Construction Manager with respect to all aspects of the project and implement such procedures.
5. SCHEDULE AND CONDUCT BI-WEEKLY PROGRESS MEETINGS at which time the Owner, the Architect and the Construction Manager can discuss jointly such matters as procedures, progress, challenges, and scheduling. Maintain and distribute minutes of all such meetings.
6. PROVIDE REGULAR MONITORING OF THE SCHEDULE as construction progresses. Identify potential variance between schedules and probable completion dates, taking action to maintain compliance with targeted date. Provide summary reports of each meeting and document all changes in schedule.
7. DETERMINE THE ADEQUACY of the Subcontractors' personnel and equipment and the availability of materials and supplies to meet the schedule. Determine necessary courses of action when requirements of Subcontractors are not being met.
8. PHYSICAL CONSTRUCTION: Provide all supervision, labor, materials, construction equipment, tools, and sub-contract items that are necessary for the completion of the project. To the extent that the Construction Manager performs any work with his own forces, he shall, with respect to such work, be bound, by the procedures and the obligations with respect to such work as may govern the Subcontractors under any general conditions to the trade contracts.
9. MAINTAIN COST ACCOUNTING RECORDS on all work performed including actual cost for labor and material, or other basis requiring accounting records. Afford the Owner access to these records and preserve them for a period of three (3) years after the final payment.
10. BILLINGS: Provide digitized copies on CD of all backup for monthly project billings. Provide conditional lien releases for all sub-contractors and Construction Manager.
11. PREVAILING WAGE: Prevailing wage rates will apply to the project. The project will fall under the Missouri Prevailing Wage rate for Jackson County and the specific wage rate will be set at the time of establishing the Guaranteed Maximum Price (GMP).
11. PERMITS AND FEES: Obtain all building permits and special permits for permanent improvements. The City will waive all fees associated with permits issued by the City for the project. Assist in obtaining approvals from all the authorities having jurisdiction after all necessary and required documents have been prepared and submitted to the authorities having jurisdiction.
12. REVIEW THE SAFETY PROGRAM of each of the Subcontractors and make appropriate recommendations. Construction Manager is the responsible entity for safety on the project. The performance of such services by the Construction Manager shall not relieve the Subcontractors of their responsibilities for the safety of persons and property, and for compliance with all federal, state, and local statutes, rules, and regulations, and order application to the conduct of the work.
13. SHOP DRAWINGS AND SAMPLES: Review, approve, and submit shop drawings and samples to architect and owner. Construction Manager shall be responsible for cost of architect's and engineer's time in reviewing shop drawings more than two (2) times each.
14. REPORTS AND PROJECT SITE DOCUMENTS: Record the progress of the project. Submit weekly written progress reports to the Owner and the Architect, including information of the Subcontractor's work, and the percentage of completion. Keep a daily log available to the Owner and the Architect. Record all information on as-built drawings. Provide photo documentation of construction progress on a weekly basis.
15. MAINTAIN AT THE PROJECT SITE, ON A CURRENT BASIS, records of all necessary contracts, drawings, samples, purchases, materials, equipment, maintenance and operation manuals and instructions, and other construction-related documents, including all revisions. Obtain data from Subcontractors and maintain a current set of records, drawings, specifications, and operating manuals. At the completion of the project, deliver two (2) copies of all such records to the Owner and two (2) copies to the architect.
16. SUBSTANTIAL COMPLETION: Assist the Architect with the determination of substantial completion of the work, or designated portions thereof, and prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion.
17. START-UP: With the Owner's maintenance personnel, direct the checkout of the utilities, operation

systems, and equipment for readiness, and assist in their initial start-up and testing by Subcontractors.

18. FINAL COMPLETION: Assist the Architect to determine final completion and provide written notice to the Owner and the Architect that the work is ready for final inspection. Secure and transmit to the Architect required guarantees, affidavits, releases, bonds, and waivers. Turn over to the Owner all keys, manuals, record drawings, and maintenance stocks.
19. WARRANTY PERIOD: During the warranty period, Construction Manager shall maintain a log of all warrantee calls and actions taken. Once a warrantee issue is identified, the Construction Manager shall contact responsible trade(s) and oversee implementations of corrective action. Construction Manager is to copy Architect and Owner on all correspondence.

e) Project Budgeting and Cost Control

1. GMP development and quotation.
2. Bid package proposals.
3. Master control estimates.
4. Cash-flow projections.
5. Materials surveys.
6. Subcontractor proposals.
7. Set up cost accounting.
8. Set up reporting methods.
9 Set up payment procedures.
10. Set up change order procedures.

f) Subcontractor Selection and Purchasing

1. Set pre-qualifications.
2. Recommend contractor selection methods.
3. Recommend contractor award methods.
4. Promote contractor interest.
5. Prepare bidding schedule.
6. Conduct pre-bid conference.
7. Receive bids.
8. Analyze bids.
9. Recommend award to Owner for Approval.

g) Scheduling and Planning

1. Project master schedule.
2. Construction phase detailed schedule.
3. Schedule updates (as required).
4. Manpower projections.
5. Short interval planning
6. Submittal schedules.

The above paragraphs, A through G, are intended to show the major elements of the Construction Managers responsibility and are not meant to be all encompassing. The Construction Manager will be required to provide a complete project in accordance with all applicable contract documents.

IV. Proposal Requirements

a) Relevant Experience

Provide a summary of the proposer's experience in the last five (5) years with similar projects, project delivery, type, and size. Provide specific experience related to working on properties and buildings where continuing operations and occupancy is maintained throughout construction. Displaying experience with modification and/or expansion of existing pre-engineered metal buildings (PEMB) in addition to new PEMB construction is also of value. Provide the project costs, schedule, and a contact information (name, email, telephone) for each project listed. Photographs of projects currently underway or completed in the last five (5) years shall be included.

Organizational Chart
An organizational chart of the proposer's overall organization, plus a specific organizational chart of how this project will be staffed, shall be submitted.

Key Personnel
Identify the following key personnel who will be assigned to the project. Provide a brief description of each person's role, as well as a short summary of each person's relevant experience and references. Resumes shall be attached as an appendix to the proposal and shall include duration of experience at current and previous firms.

ON SITE FULL TIME:
Project General Superintendent: Based on the current anticipated construction mobilization in fourth quarter of 2025, identify and provide the resume of the individual(s) who would provide on-site supervision during all aspects of the construction of the project. Changing the on-site superintendent must be discussed and approved by the Owner.

MAIN OFFICE STAFF:
Project Executive, Project Manager, Pre-construction Manager, Estimator(s), Scheduler, Project Engineers and others: Identify and provide the resumes of all key personnel for the project for pre-construction and construction phase services. Changes to the key personnel following award must be discussed and approved by the Owner.

It is a high priority for the Owner to maintain consistency in the Construction Manager's staff from pre-construction through occupancy. Describe the proposer's approach to resource planning and management to meet the Owner's stated priorities.

Preconstruction Services
Provide a description of your company's processes and procedures for the following Preconstruction Activities:

Estimate and Budget Adherence
Value Analysis
Life-Cycle Analysis
Phasing Analysis
Scheduling
Constructability Reviews
Design Review, Support, and Collaboration

Self-Performed Work
The successful Construction Manager will be permitted to self-perform portions of the work customarily performed by the firm only if he submits his sealed bid for this work prior to receipt of other sub-contractor bids for this same scope of work. List the trade disciplines usually employed by the proposer and the areas of work which the proposer anticipates wanting to self-perform on the Project.

Subcontractor Solicitation
Describe the proposer's approach to Subcontractor Solicitation and Award.

Cost Control System
Describe the cost control methods / system the proposer will employ on the Project and identify who will have primary responsibility for its day-to-day implementation.

Schedule Control
Describe the schedule control methods the proposer will employ on the Project to meet the Owner's schedule for completion. Confirm ability to complete the project within the time allotted in the Owner / Architect Milestone Schedule.

Payment and Performance Bonds
Provide evidence in the way of a confirmation letter from a surety company of the proposer's ability to obtain performance and payment bonds for the project and what the cost for such bonds (in dollars) would be to the Owner.

Insurance
Submit proof of insurance coverage of each of the following (minimum required policy limits in parentheses):

a) Worker's compensation insurance (statutory limit).
b) Combined primary and excess liability insurance for comprehensive general liability employer's liability and automobile liability (minimum $5,000,000).
c) Builder's Risk insurance for full amount of contract.

Provide a statement stipulating your current Insurance Modifier for a project of this size.

Safety Program/History
Describe the firm's safety program and how it would be implemented on the job site for this particular project. Provide the safety history of the firm over the past five (5) years.

Quality Program
Describe the firm's quality assurance program and how it would be applied to this project.

Proposed Form of Agreement
It is the intent of the Owner to use the AIA A133–2019 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price. The accompanying A201 will also be included as referenced in the agreement.

Appendix
Additional information may be included in an appendix. The Appendix must fit in the allotted number of readable pages.

Proposal Format
All materials are to be submitted in 8-1/2" x 11" format, double sided. Submittals should be limited to twenty (20) pages of readable surfaces excluding appendices.

5) Compensation Proposal

Proposed Fees
Fee Proposals shall be submitted at time of interview. Utilize Compensation Form provided in Exhibit B - Provided to shortlisted firms only.

Lump sum fee for preconstruction services – fee should include all cost associated with preconstruction services.

Percentage fee for the construction and closeout services.

Responsibility / General Conditions Matrix
The proposed General Conditions Matrix indicates what should be included in the Construction Managers fee. Refer to Exhibit C – Provided to shortlisted firms only.

END OF REQUEST FOR PROPOSAL

Blue Springs, Missouri
Public Works Department

Supplemental Information
for
Construction Manager at Risk Services
October 9, 2024

REQUEST FOR QUALIFICATIONS AND PROPOSALS – SUPPLEMENTAL INFORMATION
Blue Springs Public Works Operation Building Renovation and Expansion October 2024

The following information is being provided in preparation for the interview phase of the selection process. Any questions or additional information please contact Dennis Dovel, Assistant City Administrator at 816-228-0265 or by email at ddovel@bluespringsgov.com

A. Follow-up Building / Site Visits

Non-mandatory site and building visits may be scheduled with Dennis Dovel (pending availability). Please plan on no more than 30-45 minutes on-site with staff accompaniment.

B. Interview Schedule

Please arrive 10 minutes ahead of the scheduled time for set-up. Interviews will occur on Wednesday, November 20, 2024

8:30AM
9:45AM
11:00AM

C. Interview Format

Location: Blue Springs City Hall, Training Room 210, 903 W. Main, Blue Springs, MO 64015

Length: 45 minutes (30-minute presentation + 15-minute Q&A)

Attendees: Project Manager, Pre-Con Manager/Estimator, On-site Superintendent, On-site Personnel, other Key Personnel as appropriate.

Presentation Topics of Interest:

- Team Dynamic and Communication
  - o Resource Planning and Management
- Preconstruction Services:
  - o Budget Estimating & Best Value Approach
- Construction Services:
  - o Schedule and Cost Control
  - o Site Logistics & Continued Operations

The room allows for presentations to be made via laptop and wall mounted digital display.

- A wall mounted digital display is provided with HDMI connection.
- Please provide a laptop.

D. Anticipated Interview Attendees

Dennis Dovel, Assistant City Administrator
Tom Degenhardt, Director of Public Works
Bob Muenz, Chief of Police
Adam Hilgedick, Assistant Director of Public Works
Nathan Lea, Public Works Superintendent
Kelly Edinger Stindt, SFS Architecture (non-scoring attendee)

Possible other attendees :
City Councilmember
City Administrator

E. Supplemental Documents (Attachments)

Exhibit A – Site Map

Exhibit B – Compensation Proposal Form
(To be completed and submitted in a sealed envelope at the time of the interview)

Exhibit C - Responsibility / General Conditions Matrix

Exhibit D - Draft AIA A133 -2019 *
Standard Form of Agreement between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

Exhibit E - Draft AIA A201 – 2017 *
General Conditions of the Contract for Construction

Exhibit F – Preliminary Project Milestone Schedule

** A draft of these documents is being provided for information only. Final modifications are subject to the review and approval of the Owner. Please provide any comments or concerns with specific sections of the document along with the fee proposal submitted.*

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: August 19, 2024 **CONTRACT NO.**

SUBMITTED BY: Tom Degenhardt **DEPARTMENT: Public Works**

☐ Ordinance	☒ Resolution	☐ Presentation	☐ Public Hearing
☒ Contract	☐ Discussion	☐ Economic Dev.	☐ Other

ISSUE/REQUEST

Adopt a Resolution approving a contract in the amount of $413,219.85 with Genesis Environmental Solutions, Inc. for construction services to replace the cross-road box culvert on Sunnyside School Road near SE 2nd and US 40 Highway. The Sunnyside School Road Culvert Improvements, Project 24-07-01 is approved as CIP ST-42 and will be completed utilizing American Rescue Plan Act (ARPA) funding.

BACKGROUND/JUSTIFICATION

An existing box culvert in the middle of a curve in a narrow section of roadway with sharp drop offs on either side presents staff with maintenance challenges. The headwalls of this stormwater infrastructure asset are deteriorating and during periods of high flows the creek water impounds the roadway, causing a dangerous situation for motorists.

This project was on the unfunded Capital Improvements Project list. Funding was made available through ARPA grant. The project design includes extending the existing culvert on the upstream and downstream sides to facilitate a shoulder, guard rail, and future sidewalk connections.

Staff advertised for the Sunnyside School Road Culvert Improvements, Project 24-07-01 on the City's website, as well as the plan rooms of ePlan and Construction Connect. Two bids were received from the advertisement of the project.

Genesis Environmental Solutions, Inc.	**$413,219.85**
Infrastructure Solutions, LLC	$459,800.00

The Public Works Department recommends the contract for the Sunnyside School Road Culvert Improvements, Project 24-07-01 be awarded to the lowest bidder, Genesis Environmental Solutions, Inc. This company has successfully completed several contracts in and for the City of Blue Springs. All references for this contractor are favorable.

This project includes construction of approximately 91 CY of cast-in-place concrete box culvert extension in an existing drainage channel under SE Sunnyside School Road. Removal of portions of the existing structures, asphalt street restoration, guardrail replacement, and rock ditch liner are included in the scope of work.

FINANCIAL IMPACT

Contractor:	Genesis Environmental Solutions, Inc.
Amount of Request/ Contract:	$ 413,219.85
Amount Budgeted:	$ 413,219.85
Budget Year:	FY 2023-24
Funding Source/Account #:	115-00000-545120/Reserve POs 23-0821/Covid 19 ARPA
Account Balance:	$429,753.54 Date: 8/19/2024 10/01/2024
Additional Funds Needed:	$35,742.85

PROJECT TIMELINE

Estimated Start Date	**Estimated End Date**
October 8, 2024	December 31, 2024
Years and Months Contract in effect	**Number of times renewable**
3.5 months	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with contract attached as Exhibit “A.”

REVIEWED BY:

Requesting Director: ***Tom Degenhardt***	Budget: ***Karen Van Winkle***
Legal: ***Jennifer Baird***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:	☒	
Certificate of Insurance:	☒	
E-Verify Affidavits:	☒	
E-Verify proof of enrollment:	☒	
Bond:	☒	
Anti-Discrimination Against Israel Act Certification (contract over $100,000)	☒	

Wage Order, by reference	☒	Wage Order Number: 31
IRS Form W-9:	☒	
Bid/RFP/RFQ: (submit all)	☒	
Bid/RFP/RFQ Tabulation:	☒	
Bid Waiver: (less than three bids)	☒	
Contractor address and email:	☒	Genesis Environmental Solutions 8422 SW 7 Highway Blue Springs, MO 64014 MRinehart@genesisenviro.com
Project Exemption Certificate needed:	☒	
Other:	☐	

A RESOLUTION APPROVING A CONTRACT WITH GENESIS ENVIRONMENTAL SOLUTIONS, INC. FOR THE SUNNYSIDE SCHOOL ROAD CULVERT IMPROVEMENTS, PROJECT 24-07-01

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

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

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

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

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

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

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

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

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

WHEREAS, the Public Works Engineering Department prepared specifications and secured quotations for Sunnyside School Road Culvert Improvements, Project 24-07-01; and

WHEREAS, the Department received two bids and now recommends that the City award a contract to Genesis Environmental Solutions, Inc., for work based on scope of services in the amount of $413,219.85 paid from the American Rescue Plan Act (ARPA) Funds.

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

Section 1. The City Administrator is hereby authorized to enter into a contract with Genesis Environmental Solutions, Inc. for Sunnyside School Road Culvert Improvements, Project 24-07-01 in the amount of $413,219.85. A copy of the Contract (without Bid documents, General Conditions, Supplementary Conditions, Specifications, & Drawings, which are incorporated by reference and are available in the City Clerk's Office for review) is attached hereto as Exhibit "A" and is incorporated herein.

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 7th day of October 2024.

CITY OF BLUE SPRINGS

ATTEST: Chris Lievsay, Mayor

Erin Ford, City Clerk

EXHIBIT A

SECTION VI
CONTRACT AGREEMENT
FOR
Sunnyside School Road Culvert Improvements,
Project No. 24-07-01

THIS AGREEMENT, made and entered into this _____day of _____, 20__, by and between the City of Blue Springs, Missouri acting through its City Administrator thereunto duly authorized, Party of the First Part and hereinafter called the OWNER, and Genesis Environmental Solutions Inc., a Corporation, Party of the Second Part and hereinafter called the CONTRACTOR.

WITNESSETH:

THAT WHEREAS, in accordance with law, the Owner has caused contract documents to be prepared and an Advertisement calling for bids to be published, for and in connection with the **Sunnyside School Road Culvert Improvements, Project No. 24-07-01.**

WHEREAS, the Owner, in the manner prescribed by law, has publicly opened, examined, and canvassed the bids submitted, and has determined the aforesaid contractor to be the lowest or best bidder for the work and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the contractor's bid, a copy of the Bid Form being attached to and made a part of this contract:

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties to these presents have agreed and hereby agree, the Owner for itself, and its successors, and the Contractor for itself, himself, or themselves, its, his or their successors, assigns, executors and administrators, as follows:

ARTICLE I That the Contractor shall furnish all tools, equipment, supplies, superintendent, transportation, and other construction accessories, services, and facilities; furnish all supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; provide and perform all necessary labor in a good, substantial, and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the Contract Documents as defined in the attached General Conditions and Supplemental Conditions, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein.

ARTICLE II That the Contractor shall comply in all respects with provisions of the Contract Documents regarding Equal Employment Opportunity, handicapped facilities, non-segregated facilities, and **prevailing wage rates as determined by the Division of Labor Standards of the State of Missouri.**

A. **Not less** than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, **must** be paid to all workers performing work under the contract. (See Section 290.250, RSMo, enclosed in the laws section.)

B. The contractor will forfeit a penalty to the contracting public body of $100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work

done under the contract by the contractor or by any subcontractor. (See Section 290.250, RSMo, enclosed in the laws section.) For detailed information on rules and occupational titles, see 8CSR 30-3.010 through 3.060 (enclosed in the laws section, Code of State Regulations-Prevailing Wage rules.)

C. The contractor and all subcontractors to the contract must require all on-site employees to complete the ten-hour safety training program required under Section 292.675, RSMo, (enclosed in the laws section), if they have not previously completed the program and have documentation of having done so.

D. The contractor will forfeit a penalty to the contracting public body of $2,500 plus an additional $100 for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. (See Section 292.675, RSMo, enclosed in the laws section.)

E. During periods of excessive unemployment (any month immediately following two consecutive calendar months during which the level of unemployment in the state has exceeded five percent as measured by the United States Bureau of Labor Statistics) only Missouri laborers (persons who have resided in Missouri for at least thirty days and intend to become or remain Missouri residents) and laborers from non-restrictive states (persons who are residents of a state which has not enacted state laws restricting Missouri laborers from working on public works projects in that state, as determined by the Labor and Industrial Relations Commission) (see Excessive Unemployment section), may be employed under the contract, except that other laborers may be used when Missouri laborers or laborers from non-restrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the contracting officer. (See Sections 290.550 through 290.580, RSMo, enclosed in the laws section.)

F. Every transient employer, as defined in Section 285.230, RSMo, Enclosed in the laws section, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) The notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) Proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the Department of Revenue through the records of the Division of Workers' Compensation; and (3) The notice of registration for unemployment insurance issued to such transient employer by the Division of Employment Security. Any transient employer failing to comply with these requirements shall, under Section 285.234, RSMo, enclosed in the laws section, be liable for a penalty of $500 per day until the notices required by this section are posted as required by that statute. (See list of transient employers, and Missouri Department of Revenue form 3032, enclosed in the forms section.)

ARTICLE III That the Owner will pay the Contractor for the performance of the Agreement, in current funds, subject to additions and deductions as provided for in the Contract Documents, four hundred thirteen thousand one hundred ninety & 85/100 Dollars ($ 413,190.85) for all work covered by and designated in the bid. Payment shall be made in the manner and as specified in the GENERAL CONDITIONS and SUPPLEMENTARY

CONDITIONS. Ten percent (10%) of partial payments shall be retained until all work is accepted.

ARTICLE IV That the contractor will commence work within ten (10) days after receiving written Notice to Proceed from the Owner and will complete all work covered by this Contract within **(140)** consecutive calendar days from and after said date of execution.

ARTICLE V In conformity with the GENERAL CONDITIONS and SUPPLEMENTAL CONDITIONS of the specifications, the amount of liquidated damages for this contract shall be **$1,750.00** per calendar day.

ARTICLE VI Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE VII That the Contractor will provide a Performance, Payment and two-year Maintenance Bond in an amount equivalent to one-hundred percent (100%) of the Contract Price for a period of one calendar year after the date of final acceptance for one hundred percent (100%) of all work.

ARTICLE VIII 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. 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 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 groups 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.

IN WITNESS WHEREOF, The OWNER has caused this Agreement to be executed, and the CONTRACTOR has executed six (6) counterparts of this contract in the prescribed form and manner, the day and year first above written.

City of Blue Springs Party of the First Part (Owner)	Genesis Environmental Solutions Inc Party of the Second Part (Contractor)
By: _____	By: _____
Title: City Administrator	Title: Project Manager
ATTEST: _____	ATTEST: Jamie Katchmark
Title: _____, City Clerk	Title: Admin

Approved as to legal form and legal adequacy according to the Law.

Jennifer M. Baird, City Attorney

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: September 12, 2024 **CONTRACT NO. 2024-049**

SUBMITTED BY: Tom Degenhardt **DEPARTMENT:**

☐ Ordinance	☒ Resolution	☐ Presentation	☐ Public Hearing
☒ Contract	☐ Discussion	☐ Economic Dev.	☐ Other

ISSUE/REQUEST

Adopt a Resolution approving an amendment to Contract No. 2024-049 in the amount of $114,650.00 with SheDigs It, L.L.C. for Drainage Improvements, NW Highway 7 and NW Vesper Street, Project 24-01-02.

BACKGROUND/JUSTIFICATION

The City Council approved Contract 2024-049 with SheDigs It, L.L.C. for the Drainage Improvements, NW Highway 7 and NW Vesper Street, Project 24-01-02, CIP STM-05 on April 1, 2024 by Resolution 24-2024. This project includes construction of a cast-in-place concrete box culvert in an existing drainage channel between 7 Highway and a private drive east for Zarda Bar-B-Q of Blue Springs, LLC on the south side of NW Vesper Street, as well as relocation of 100 LF of 16" water main. The City received funding through the American Rescue Plan Act (ARPA) and is utilizing these funds for the project.

The Engineering Department is requesting an amendment to Contract 2024-049 to include $1,020.00 for 60 LF of 2-inch conduit installation and $113,630.00 for the relocation of 100 LF of 16-inch water main at the 7 Highway and NW Vesper Street intersection with two 6-inch water main connections. The total for this contract amendment is $114,650.00.

The 2-inch conduit will be utilized to route electrical lines to a future sign for Rotary Park which will replace the sign removed in conjunction with the Drainage Improvements Project. The City has repaired several water leaks on the existing water main at this location and additional leaks continue to present themselves. The water main relocation will address this critical infrastructure item utilizing the contractor already mobilized and conducting similar work associated with the Drainage Improvements project.

FINANCIAL IMPACT

Contractor:	SheDigs It, L.L.C.
Amount of Request/ Contract:	$114,650
Amount Budgeted:	$114,650
Budget Year:	FY 2023-24
Funding Source/Account #:	115-00000-545115/Reserve PO 23-0820/Covid 19-ARPA
Account Balance:	$114,650 Date: 9/9/20249/30/2024

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
October 8, 2024	December 31, 2024
Years and Months Contract in effect	**Number of times renewable**
2 months	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with Amendment attached as Exhibit "A."

REVIEWED BY:

Requesting Director: ***Tom Degenhardt***	Budget: ***Karen Van Winkle***
Legal: ***Jennifer Baird***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:	☒	On File
Certificate of Insurance:	☒	On File
E-Verify Affidavits:	☒	On File
E-Verify proof of enrollment:	☒	On File
Bond:	☒	On File
Anti-Discrimination Against Israel Act Certification (contract over $100,000)	☒	On File

Wage Order, by reference	☒	On File
IRS Form W-9:	☒	On File
Bid/RFP/RFQ: (submit all)	☒	On File
Bid/RFP/RFQ Tabulation:	☐	
Bid Waiver: (less than three bids)	☐	
Contractor address and email:	☒	SheDigs It, L.L.C. 600 SE Central Drive Blue Springs, MO 64014 Kris@shedigsit.com
Project Exemption Certificate needed:	☒	
Other:	☐	

A RESOLUTION APPROVING AN AMENDMENT TO CONTRACT NO. 2024-049 WITH SHEDIGS IT, L.L.C. FOR DRAINAGE IMPROVEMENTS, NW HIGHWAY 7 AND NW VESPER STREET, PROJECT 24-01-02

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

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

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

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

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

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

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

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

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

WHEREAS, the Engineering Department prepared specifications and secured quotations for drainage improvements, NW Highway 7 and NW Vesper Street, Project 24-01-02 and Contract 2024-049 was approved by the City Council on April 1, 2024; and

WHEREAS, the Engineering Department is requesting an amendment to the Drainage Improvements, NW Highway 7 and NW Vesper Street, Project 24-01-02 for the installation of 60 LF of 2-inch conduit and the relocation of 100 LF of 16-inch water main at the intersection of 7 Highway and NW Vesper Street; and

WHEREAS, an additional $114,650.00 is requested from the American Rescue Plan Act (ARPA) Fund to expend available funds; and

WHEREAS, this amendment exceeds the administrative authority to approve contracts in Section 115.160 of the Blue Springs Code of Ordinances.

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

Section 1. The City Administrator is hereby authorized to enter into an Amendment in the amount of $114,650.00 to Contract No. 2024-049 with SheDigs It, L.L.C., 600 SE Central Drive, Blue Springs, MO 64014 for Drainage Improvements, NW Highway 7 and NW Vesper Street, Project 24-01-02. A copy of the Amendment (Without Bid documents, General Conditions, Supplementary Conditions, Specifications, & Drawings, which are incorporated by reference and are available in the City Clerk's Office for review) is attached as Exhibit "A" and incorporated herein.

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 7th day of October 2024.

ATTEST: CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

_____
Erin Ford, City Clerk

EXHIBIT A

EFFECTIVE DATE: October 8, 2024	**TERMINATION DATE:** December 31, 2024	**CONTRACT NUMBER:** 2024-049

CITY	**CONTRACTOR**
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**	**SheDigs It, L.L.C.** **600 SE Central Drive Blue Springs, MO 64014**
Department: Public Works	Attention: Kris Johnson
Phone: 816-228-0121	Phone: 816-295-1100

AMENDMENT TO CONTRACT NO. 2024-049

THIS AMENDMENT is made and entered into on the 7th of October 2024, between City of Blue Springs, Missouri ("City") and SheDigs It, L.L.C. ("Contractor").

WHEREAS, the City entered into a contract with Contractor with an effective date of April 1, 2024, for services generally identified as Drainage Improvements, NW Highway 7 & NW Vesper Street ; and

WHEREAS, City has requested and/or identified additional services to be performed by Contractor as detailed in the submitted proposal, attached here and incorporated by reference as Attachments 1 and 2; and

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby agree to the following:

1. $1,020.00 for 60 LF of 2-inch conduit installation and $113,630.00 for the relocation of 100 LF of 16-inch water main at the 7 Highway and NW Vesper Street intersection with two 6-inch water main connections. The total for this contract amendment is $114,650.00.

   The 2-inch conduit will be utilized to route electrical lines to a future sign for Rotary Park which will replace the sign removed in conjunction with the Drainage Improvements Project. The City has repaired several water leaks on the existing water main at this location and additional leaks continue to present themselves. The water main relocation will address this critical infrastructure item utilizing the contractor already mobilized and conducting similar work associated with the Drainage Improvements project.

2. Terms of Original Agreement. All other terms and conditions of the original agreement not modified in this Amendment shall remain in full force and effect and be considered incorporated herein as part of the amended agreement.

IN WITNESS WHEREOF, this Amendment has been executed and delivered as of the date set forth in the caption above.

CONTRACTOR:

By: _____

Name: Cheryl Goetsch

Title: Operating Manager

CITY OF BLUE SPRINGS

_____

Christine Cates, City Administrator

APPROVED AS TO FORM

Jennifer M. Baird

_____

Jennifer Baird, City Attorney

Attachment 1

SHE DIGS IT, LLC

Utilities / Plumbing / Excavation

600 SE Central Drive, Blue Springs, MO 64014 816-295-1100 Phone 816-295-1627 FAX

9/09/2024

RE: Blue Springs Drainage Improvements – 2" Conduit Installation

Attn: Adam Hilgedick ahilgedick@bluespringsgov.com;

Ryan Thompson rthompson@bluespringsgov.com

Dear sir,

SDI is pleased to provide pricing for the project above. Let us know if you have any questions or concerns.

Scope of Work:

Install an additional 60 Lf of electrical conduit during the 16-Inch Watermain construction.

2" Conduit Installation	60 LF	$ 17.00 / LF	$ 1,020.00

TOTAL PRICE FOR CONDUIT INSTALLATION $ 1,020.00

Terms and Conditions of proposal:

- Payment Terms: Net 30 – The accepting owner, customer, or buyer is obligated to pay the amount due within 30 days of completion of work based on this proposal. If the proposal is revised or changes in any way, then both parties must be in agreement before beginning work. If the scope of work is altered in any way, then buyer and SheDigs It, LLC must agree to new pricing based on changes of work. See special conditions in the proposal for additional or possible charges that could take place, which the buyer would be responsible for.
- Acceptance required within 30 days of proposal date.
- Acceptance: The person who is signing this agreement is warranting and representing to have the authority to enter into this agreement on behalf of the buyer/owner/customer with SheDigs It, LLC.
- Upon change in scope of work or field conditions, SheDigs It, LLC reserves the right to adjust pricing accordingly and will give the owner or customer notice before continuing work.

By signing this proposal below, I agree to enter into contract with SheDigsIt, LLC for the amount and conditions specified herein this proposal. I am agreeing to all terms and conditions of this proposal and hereby have the authority to enter into this agreement as the buyer or customer:

BUYER (PRINT NAME) _____

BUYER (SIGNATURE) _____

DATE OF ACCEPTANCE _____

Attachment 2

SDI
SHE DIGS IT, LLC
Utilities / Plumbing / Excavation
600 SE Central Drive, Blue Springs, MO 64014 816-295-1100 Phone 816-295-1627 FAX

8/28/2024

RE: Blue Springs Drainage Improvements – 16-Inch Watermain Relocation

Attn: Adam Hilgedick ahilgedick@bluespringsgov.com;

Ryan Thompson rthompson@bluespringsgov.com

Dear sir,

SDI is pleased to provide pricing for the project above. Let us know if you have any questions or concerns.

Scope of Work:

Relocate an additional approximate 100 LF of 16" watermain across 7 HWY and Vesper intersection with 2 EA 6" watermain connections.

This work includes but is not limited to the following:

- *Furnish and install additional watermain materials – labor, equipment, and supervision*
- *Additional AB3 under street restoration*
- *Additional Haul off of materials*
- *Additional pavement resotration*
- *Additional curb, sidewalk, and ADA ramp replacements*
- *Additional traffic control*

Please note, after SDI investigates existing utilities by potholing, the alignment of the watermain could change and slightly alter pricing due to conflicts. Bracing of traffic signal poles or bracing signs is NOT included in any pricing.

TOTAL PRICE FOR ADDITIONAL WATERMAIN INSTALLATION $ 113,630.00

Terms and Conditions of proposal:

- Payment Terms: Net 30 – The accepting owner, customer, or buyer is obligated to pay the amount due within 30 days of completion of work based on this proposal. If the proposal is revised or changes in any way, then both parties must be in agreement before beginning work. If the scope of work is altered in any way, then buyer and SheDigs It, LLC must agree to new pricing based on changes of work. See special conditions in the proposal for additional or possible charges that could take place, which the buyer would be responsible for.
- Acceptance required within 30 days of proposal date.
- Acceptance: The person who is signing this agreement is warranting and representing to have the authority to enter into this agreement on behalf of the buyer/owner/customer with SheDigs It, LLC.
- Upon change in scope of work or field conditions, SheDigs It, LLC reserves the right to adjust pricing accordingly and will give the owner or customer notice before continuing work.

By signing this proposal below, I agree to enter into contract with SheDigsIt, LLC for the amount and conditions specified herein this proposal. I am agreeing to all terms and conditions of this proposal and hereby have the authority to enter into this agreement as the buyer or customer:

BUYER (PRINT NAME) _____

BUYER (SIGNATURE) _____

DATE OF ACCEPTANCE _____

CITY OF BLUE SPRINGS, MISSOURI

CITY COUNCIL
October 7, 2024

EXHIBITS FOR PUBLIC HEARING

IRONWOOD REZONING AND PLANNED DEVELOPMENT CONCEPT PLAN (RZ-08-24-9256) AND (PDC-08-24-9257)

EXHIBIT #1 City Council Information Form dated September 24, 2024 with the following attachments: 1. Staff report with attachments; Application with attachments; Affidavit of Publication in the Examiner on September 7, 2024; 185' Notification Map; Names/addresses of property owners within 185 ft. of site; Copy of letter sent to said property owners; Emails of Opposition; Title IV, Land Use Section – Blue Springs Code of Ordinance (by reference); 2014 Comprehensive Plan (by reference)and Bill approving Rezoning and the Planned Development Concept Plan with Planned Development Standards attached as Exhibit A and Planned Development Concept Plan attached as Exhibit B

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: September 24, 2024

SUBMITTED BY: Mike Mallon **DEPARTMENT: City Development**

☒ Ordinance	☐ Resolution	☐ Presentation	☒ Public Hearing
☐ Contract	☐ Discussion	☐ Economic Dev.	☐ Other

ISSUE/REQUEST

A public hearing is being held at the request of the applicant, Shawn Woods of Ashlar Homes, on behalf of the property owners, Judy D. Smith Revocable Living Trust 12-23-1996, Bellington Larry D Estate, and Bruce M Bellington Trust dated 9/30/2003, to rezone property from "AG" (Agriculture – County) to "PD – R/ADP-O" (Planned Development – Residential/Adams Dairy Parkway-Overlay) (RZ-08-24-9256) located north and south of 40 Highway and east of the Adams Pointe Golf Club. The applicant is also requesting approval of a Planned Development Concept Plan (PDC) (PDC-08-24-9257) for Ironwood to allow for the development of 134 single-family lots, 90 duplex lots, and twelve tracts. Upon conclusion of the public hearing a Bill rezoning Ironwood and approving a Planned Development Concept Plan will be ready for introduction and readings.

BACKGROUND/JUSTIFICATION

The applicant is proposing 134 single-family homes, 45 for sale duplex buildings (90 units), and 12 tracts with five counted toward Open Space Systems, all of which will be on the balance of property north of 40 Highway. The area south of 40 Highway is largely in a floodway and will remain open space. The Ironwood subdivision includes front-loaded homes with one and two story options and side by side front-loaded duplex buildings. The single-family homes will range from a Minimum Livable Floor Area of 2,400-sf. to 1,200-sf., the largest of which will sit adjacent to Adams Pointe Village and step down towards the center of the property. The south end of the site, nearest 40 Highway, will be the area being proposed for the duplex buildings. The subdivision will complete the extension of NE Pavilion Drive, a residential collector street, making a critical north and south connection from R.D. Mize Road to 40 Highway. The completion of this local collector will improve traffic and emergency services access and circulation in this area of the city. The development will be completed in three phases beginning west of the NE Pavilion Drive extension working eastward for the 2nd and 3rd phases.

Spanning 71.62 acres, the subdivision has a density of 3.13 units per acre, much lower than the achievable densities if the property was developed in accordance with the Comprehensive Plan's C2: Specific Area Plan, which designates it as the Small-scale Multi-family development type. Tree preservation easements will provide buffers between the new homes and those in Adams Pointe Village. Architecturally, the proposed duplex buildings will appear more like a single-family dwelling as one front door will be on the front façade with the other on the side. The design allows for a smooth visual transition from the one to two family homes within the subdivision. The single-family homes will utilize fiber cement siding with options for stone masonry accents. Restrictions will be placed on the subdivision that will prevent the same façade and color from being duplicated across the street and next door to each home. The

Open Space System tracts provide trails, a pocket park/playground, preserve areas, tree preservation easements, and stormwater detention.

The subject property was annexed into the City at the September 18, 2024, City Council Meeting. On September 23, 2024, a public hearing was held with the Planning Commission where the rezoning was recommended for approval and PDC was recommended for approval with the following four (4) conditions:

1. Approval based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC, unless modified by the Planned Development.

2. The PD and Building Type Standards shall regulate the allowable Building Types for the subdivision. Any standards not specifically outlined in the Concept Plan shall be regulated by the standards of the base zoning district or most similar building type.

3. A 5-ft. wide ADA compliant sidewalk must be denoted on both sides of all streets in the PD Final Plan.

4. A PD Final Plan and a Final Plat of each phase will be required prior to the issuance of building permits.

The Commission approved the Preliminary Plat. There were no members of the public that spoke in favor of or in opposition to the applications.

Following the public hearing with the Planning Commission, it was recognized that one of the conditions of approval, condition 3 (above), was listed in error by staff and should not have been included. The applicant was contacted and confirmed that they had no intention of providing sidewalks on both sides of the subdivision streets and was not accounted for in the PDC. Code only requires sidewalks on one side of residential streets. Accounting for the error, only the three (3) following conditions are being proposed by staff for the PDC.

1. Approval based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC, unless modified by the Planned Development.

2. The PD and Building Type Standards shall regulate the allowable Building Types for the subdivision. Any standards not specifically outlined in the Concept Plan shall be regulated by the standards of the base zoning district or most similar building type.

3. A PD Final Plan and a Final Plat of each phase will be required prior to the issuance of building permits.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
October 8, 2024	N/A

STAFF RECOMMENDATION

Staff recommends approval of the rezoning and the Planned Development Concept Plan with three conditions.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Planning Commission
Date:	09/23/2024
Action:	Recommended Rezoning: 8 aye 0 no Recommended Planned Development Concept Plan with conditions: 8 aye 0 no Approved Preliminary Plat: 8 aye 0 no

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Staff report with attachments; Application with attachments; Affidavit of Publication in the Examiner on September 7, 2024; 185' Notification Map; Names/addresses of property owners within 185 ft. of site; Copy of letter sent to said property owners; Emails of Opposition; Title IV, Land Use Section – Blue Springs Code of Ordinance (by reference); 2014 Comprehensive Plan (by reference)
2. Bill approving Rezoning and the Planned Development Concept Plan with Planned Development Standards attached as Exhibit A and Planned Development Concept Plan attached as Exhibit B

REVIEWED BY:

Requesting Director: ***Mike Mallon***	Budget: ***N/A***
Legal: ***Jennifer Baird***	City Administrator: ***Christine Cates***

PLANNING APPLICATION REVIEW STAFF REPORT

Meeting Dates:	Planning Commission: September 23, 2024 City Council: October 7, 2024
Project Name:	***Ironwood***
Site Location:	North and South of 40 Highway and East of Adams Pointe Golf Club
Project Request:	RZ-08-24-9256; Rezoning from "AG" (Agriculture – County) to "PD – R/ADP-O" (Planned Development – Residential/Adams Dairy Parkway-Overlay) PDC-08-24-9257; PD Concept Plan to allow for 134 single-family homes, 45 duplex buildings (90 units), amenity area, and stream buffer/open space PP-08-24-9258; Preliminary Plat for 134 single-family lots, 90 duplex lots, and twelve (12) open space tracts on 71.62 +/- acres

Applicant: Shawn Woods | Ashlar Homes
Property Owner: Judy D. Smith Revocable Living Trust 12-23-1996, Bellington Larry D Estate, and Bruce M Bellington Trust dated 9/30/2003
Staff Planner: Dave McCumber | Development Review Manager

Project Description: The applicant is requesting approval to rezone the subject property, which consists of five (5) parcels, from "AG" (Agriculture – County) to "PD – R/ADP-O" (Planned Development – Residential/Adams Dairy Parkway-Overlay) located north and south of 40 Highway and east of the Adams Pointe Golf Club. The applicant is also requesting approval of a Planned Development (PD) Concept Plan to allow for the development of 134 single-family homes, 45 duplex buildings (90 units), which will be platted on 90 lots and for sale as fee simple owners, amenity area, and stream buffer/open space. The plan includes front-loaded homes with one (1) and two (2) story options and side by side front-loaded duplex buildings. The final request is for approval of a Preliminary Plat for 224 lots and twelve (12) open space tracts on 71.62 +/- acres.

Staff Recommendation: Staff recommends approval of the Rezoning application. Staff also recommends approval of the PD Concept Plan with conditions and Preliminary Plat with conditions, which are identified at the end of the staff report.

Previous Actions:

Date	Review Body	Action
09/18/2024	CC	Approved Annexation (ANNX07-24-9240)

Future Applications: The Rezoning, PD Concept Plan, and Preliminary Plat will be reviewed concurrently. Future required applications include the PD Final Plan and Final Plat. Final Plats for each phase must be approved and recorded at Jackson County prior to the issuance of building permits.

Adjacent Properties:

Direction	Current Zoning	Current Land Use(s)
North:	"SF-7/PR-O/ADP-O" (Single-Family/ Planned Residential Overlay/Adams Dairy Parkway Overlay)	Detached Housing
South:	N/A	Railroad Right-of-Way

East:	Grain Valley – M1 (Light Industrial)	MODOT Facility/Detached Housing
West:	"AG/ADP-O" (Agricultural/Adams Dairy Parkway Overlay)	Recreation and Entertainment, Outdoor

REZONING ANALYSIS

Existing Zoning: "AG-C" (Agriculture – County)
Existing Land Use: Undeveloped
Proposed Zoning: "PD – R"/"ADP-O" (Planned Development – Residential/Adams Dairy Parkway-Overlay)

Proposed Land Use: Detached and Semi-attached Housing

Comprehensive Plan: According to the 2014 Comprehensive Plan, "the *Future Land Use Policy Map* reflects planned future land uses at the most generalized and city-wide scale. The intent of the *Future Land Use Policy Map* is not to predetermine land uses or zoning on a specific parcel or at specific locations. Together with other elements of the Comprehensive Plan, the *Future Land Use Policy Map* should be used to guide the relationships and physical improvements needed to create the types of places that are part of Blue Springs' long-range vision."

The Comprehensive Plan designates the subject property as an "Intent to Annex Area." This designation is not further described by the Future Land Use Policy Map.

The C2: Development Concepts Map, designates the subject property as Small-scale Multi-family, which is defined as:

Areas appropriate for small and targeted application of higher-density housing types that integrate with the scale and patterns of Specific Development Types Appendix A: City-Wide Policy Maps neighborhoods. This includes multi-unit houses (2-, 3-, and 4-plexes), townhouses, walk-up apartments (4 to 12 units / 2 to 4 stories). The lot sizes are comparable to lots for detached houses, and all building types retain a similar scale and relationship to the neighborhood streetscapes. Appropriate locations are typically the corners of important intersections, along block faces that front civic space, the end caps of blocks on larger streets, or on transition blocks between Neighborhoods and corridors or centers.

Rezoning: The intent of the "PD" zoning district is defined in Section 404.260, as follows:

> *There exist in the City parcels where the zoning regulations contained in the categorical districts listed in the UDC may not provide for the development of innovative projects desired by property owners and providing general benefit to the City as a whole. To allow for innovative development projects in a way that can assist in the implementation of the City's Comprehensive Plan and other development goals and objectives, a Planned Development (PD District) District is provided as a special zoning district that may be used in these instances. The intent of the PD District is to encourage unique and high-quality neighborhood, commercial or mixed-use development through an integrated development plan that provides flexibility to the standard zoning district regulations. The use of the PD District can enhance the quality of development and amenities, improve the design of the public realm, increase compatibility between adjacent uses and*

developments, and reduce negative impacts by using techniques such as: large-scale developments; efficient use of land; innovative and imaginative architectural approaches; design and site planning standards; conservation and preservation of natural resources; urban amenities; and greater open space.

Through the PD, the development will utilize the regulations specified in the provided standards. The proposed building types are most closely related to a mixture of the "Detached House – Neighborhood Lot," "Detached House – Small Lot," and "Duplex – Neighborhood Lot" in the Blue Springs UDC.

The Planned Development process is a way to facilitate the coordinate master planned development that meets or exceeds the intent of the UDC and the goals of the Comprehensive Plan through an integrated plan, process, and flexible standards. A planned development application is a specific type of Zoning Map amendment (rezoning) and must meet all the procedures and requirements of that process, but it also accommodates specific master development plans.

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

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

   STAFF RESPONSE: The proposed rezoning is in an area identified by the 2014 Comprehensive Plan as "Intent to Annex Area." Furthermore, the C2 Specific Area Plan designates the property as the Small-scale Multi-family development type. The proposed rezoning to a PD district is for detached and semi-attached housing at 3.13 units per acre, which is a lower density than what could be constructed if the property were used in its entirety for Small-scale Multi-family. Small-scale Multi-family is defined as: *Areas appropriate for small and targeted application of higher-density housing types that integrate with the scale and patterns of neighborhoods. This includes multi-unit houses (2-, 3-, and 4-plexes), townhouses, walk-up apartments (4 to 12 units / 2 to 4 stories). The lot sizes are comparable to lots for detached houses, and all building types retain a similar scale and relationship to the neighborhood streetscapes. Appropriate locations are typically the corners of important intersections, along block faces that front civic space, the end caps of blocks on larger streets, or on transition blocks between Neighborhoods and corridors or centers.*

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

   STAFF RESPONSE: The intent of the PD-R/ADP-O zoning district is to encourage innovative, unique, and high-quality developments which includes mixed-use developments. Staff believes the PD-R/ADP-O zoning district supports the intent of the abutting zoning districts by securing the property for residential land uses.

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

   STAFF RESPONSE: Approval of the rezoning application would set a precedent that could encourage development of vacant property near the site. Denial of the rezoning application would result in the property remaining undeveloped and maintaining a county zoning district that is not permitted by right in the City. Furthermore, the denial could discourage unique and innovative development of vacant sites that require a rezoning due to the changing conditions from when the original zoning was enacted.

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

   STAFF RESPONSE: The subject property can be developed under the requirements of the UDC; however, the applicant is requesting specified standards and modifications through a PD Concept Plan. Staff believes that requested modifications are warranted due to the proposed development pattern, building types, and intent of the district.

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

   STAFF RESPONSE: City utilities and services will be able to serve the proposed development. A 12” water main terminates near the north property line on the Adams Pointe Golf Club property. An 8” water main runs along the west side of NE Pavilion Drive in Adams Pointe Village. Sanitary Sewer exists on the property near the southwest corner, north of 40 Highway. Staff believes other utilities and services will be able to serve the proposed development as well (Central Jackson County Fire Protection District).

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

   STAFF RESPONSE: Staff believes approval of this rezoning will not negatively impact the condition or value of the property of surrounding areas or the ability to be developed in accordance with the Comprehensive Plan. The investment in the site and in the city is likely to have a positive impact on the surrounding area by providing additional residents and housing options.

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

   STAFF RESPONSE: The requested zoning change is justified by a change in conditions since the existing zoning was designated. The property is currently zoned “AG” (Agriculture – County) and was recently annexed into City Limits. For development to occur, the property must be rezoned to a City zoning district.

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

   STAFF RESPONSE: Staff believes this proposal is consistent with other adopted City policies.

9. The recommendations of professional staff.

   STAFF RESPONSE: Based on the review criteria above, staff recommends approval of this rezoning request.

PLAT & PD CONCEPT PLAN ANALYSIS

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

Platting is a process where a proposed division, or partition of land and property interests therein, is reviewed to ensure development patterns in compliance with long-range comprehensive plans; coordinating infrastructure with existing, future and potential capital improvements; and that all lots are buildable, served with adequate public facilities, and capable of meeting the zoning and development standards.

Preliminary Plat Requirements: The proposed Preliminary Plat meets the minimum standards described in the Unified Development Code (UDC) Section 403.050 and submittal requirements provided in the Preliminary Plat application.

Planned Development And Building Type Standards: All regulations not specified in the provided Planned Development and Building Type Standards for the development shall conform to the requirements for each use or most compatible zoning district as outlined in the City of Blue Springs Unified Development Code in effect at the time of development. The PD and Building Type Standards provided supply the necessary zoning and development standards with modifications to the Blue Springs Unified Development Code. The project includes a mix of front loaded single-family and duplex homes utilizing many floor plans and various lot sizes. Below is the list of PD Standards for the Ironwood subdivision:

Detached House – Neighborhood Lot	Class C
Lot Width	70’
Lot Depth	115’
Minimum Lot Area	5,000-sf.
Minimum Livable Floor Area	Class C – 2,200-sf.
Frontage Type	Yard Setback
Maximum Building Coverage	40%
Front Setback	25’

Interior Side Setback	8’
Corner Side Setback	25’
Rear Setback	15’

Detached House – Small Lot	**Class D**
Lot Width	60’
Lot Depth	120’
Minimum Lot Area	5,000-sf.
Minimum Livable Floor Area	Class D – 2,000-sf.
Frontage Type	Terrace
Maximum Building Coverage	70%
Front Setback	25’
Interior Side Setback	5’
Corner Side Setback	12’
Rear Setback	25’

Detached House – Small Lot	**Class H**
Lot Width	50’
Lot Depth	111’
Minimum Lot Area	5,000-sf.
Minimum Livable Floor Area	Class H – 1,200-sf.
Frontage Type	Terrace
Maximum Building Coverage	70%
Front Setback	25’
Interior Side Setback	5’
Corner Side Setback	12’
Rear Setback	25’

Duplex – Neighborhood Lot	
Lot Width Min. (Party Wall)	20’ Min
Lot Depth	115’
Minimum Lot Area	7,475-sf.
Frontage Type	Terrace
Maximum Building Coverage	60%
Front Setback	25’
Interior Side Setback	8’

Corner Side Setback	20’
Rear Setback	20’

Staff believes that the variety of building type standards can result in a neighborhood environment that produces multiple housing products as a range of price points that cater to Blue Spring’s demographics and provides aesthetically appealing architecture for single and two-family homes.

Land Use & Density: The proposed land use for the Ironwood subdivision is Detached and Semi-attached Housing. The C2 Area Plan of the Comprehensive Plan indicates that the property should be developed with Small-scale Multi-family buildings. While a majority of Ironwood is Detached Housing, it does offer Semi-attached housing in the form of Duplex buildings.

224 units/71.62 acres = 3.127 units per acre

The development is proposing a density of 3.13 units per acre, which is likely on the lower end of the scale as compared to achievable densities associated with the Small-scale Multi-family development types listed in the Comprehensive Plan.

Housing Balance: The 2014 Comprehensive Plan set a housing goal to *integrate housing choices into neighborhoods and corridors* with a target to *increase quantity and diversity of housing types so that non-single-family options are to at least 30% of the housing stock*. Based on building permit data through the end of August 2024, the current housing balance is 70.38% single-family and 29.62% multi-family (non-single-family). The estimated future balance is 70.49% single-family and 29.51% multi-family based on approved projects that have not been permitted. As of August 30, 2024, an additional 169 non-single-family dwelling units would need to be approved to reach the minimum 30% multi-family target per the Comprehensive Plan.

	Existing / Permitted Units	Approved, Unpermitted Units*	Estimated Future Units**
Single-Family	16,105 70.38%	846	17,006 70.49%
Multi-Family	6,779 29.62%	340	7,119 29.62%
Total Units	22,884	1,186	24,125

*Approved, unpermitted units is based on Preliminary Plats or Concept Plans approved since January 2018.
**Estimated future units is existing/permitted units + approved, unpermitted units.

Future units: 17,006 single-family units / 0.70 = 24,294 total units
24,294 – 17,006 single-family units = 7,288 multi-family units
7,288 units – 7119 future units = *169 multi-family units*

If approved, this development would add to both the Single-Family and Multi-Family Approved, Unpermitted Unit count.

Minimum Livable Floor Area: The applicant has provided the following Minimum Floor Area (MLFA) standards, which correspond to and are explained in further detail with the color-coded Planned Development Concept Plan and Narrative:

Block/Lot Color	Class	Building Type	Minimum Livable Floor Area
Blue	C	Detached House – Neighborhood Lot	2,200-sf. Minimum
Green	D	Detached House – Small Lot	2,000-sf. Minimum
Yellow	H	Detached House – Small Lot	1,200-sf. Minimum
White	N/A	Duplex – Neighborhood Lot	N/A

Blue Lots/Class C: West of the proposed Pavilion Drive extension and directly south of Adams Point Village, this block is separated by Tract A, a 33-ft. wide Tree Preservation Easement, from Adams Pointe Village and abuts Adams Points Golf Club on the west. The Planned Development Standards most closely align with the Detached House – Neighborhood Lot Building Type as defined in the UDC. Adams Pointe Village lots 30(A), 31, and 32 were classified as Class A and required a MLFA of 2,600-sf. The applicant is purposing to skip from Class A to Class C by providing the Tree Preservation Easement to create a visual separation from the different classifications across the two subdivisions.

Green Lots/Class D: South of the Blue Block and east of Pavilion Drive. The Planned Development Standards most closely align with the Detached House – Small Lot Building Type as defined in the UDC. South of the Blue Block, the applicant is purposing to provide an incremental MLFA Step Down from Class C to Class D. East of Pavilion Drive, Adams Pointe Village lots 73-79 were classified as Class B and require a MLFA of 2,400-sf. The applicant is purposing to skip from Class C to Class D along this section of the subdivision's northern boundary by providing a 20-ft. wide Tree Preservation Easement to create a visual separation from the different classifications across the two subdivisions.

Yellow Lots/Class H: Centralized on the site, the yellow blocks are insulated from the subdivision to the north and have the most dramatic stepdown from the green lots to the north. The yellow blocks align with the Class H MLFA and require a minimum 1,200-sf. for each dwelling. The applicant has indicated within their narrative that the size of lots and diversity of housing types will cater well to the aging population in Blue Springs, as indicated by the Comprehensive Plan.

Architectural Character: The PD Standards provided have outlined architectural design standards. The standards state that a mix of ranch and conventional style homes with a variety of elevations, color palettes, and masonry materials will be provided. A non-monotony covenant will prevent the repetition of colors and front designs side by side or across the street, maintaining the

community's long-term aesthetic appeal. The applicant has also stated all garage doors will be a mix of designs to include some with windows and some without windows.

Per the Unified Development Code, the proposed building type must follow the Residential Design Standards in Section 407.080.

Parking: Single-Family, Detached housing and Duplex, Semi-attached housing requires two (2) off-street parking spaces per dwelling unit. The elevations provided show two (2) and three-car (3) garages for the Single-Family homes and one (1) car garages for the Duplex Buildings, which will meet the off-street parking requirement. Vehicular parking is required and proposed as follows:

Land Use	Required	Provided
"Detached Housing"	2 spaces per dwelling units	>2 spaces provided
"Semi-attached Housing"	2 spaces per dwelling unit	2 spaces provided

Streets & Sidewalks: The development includes two (2) access points, one (1) of those connections is off 40 Highway and one (1) through the adjacent neighborhood, Adams Pointe Village. These connections will be achieved through the extension of NE Pavilion Drive, a local collector street, south from Adams Pointe Village to 40 Highway. Completing this critical extension improves overall traffic and emergency services access and circulation, in this area of the city.

The applicant will be required to install 5-ft. wide ADA compliant sidewalks along NE Pavilion Drive and the other public streets within the development.

Pedestrian Access: The site provides 5-ft. public sidewalks along one side of all public streets within the subdivision, which are required to meet ADA Standards. Furthermore, trails are proposed for Tracts J, H, and D., which allows residents to access the open space tracts and other areas of the subdivision, minimizing street crossings for those on foot.

Traffic: A Traffic Impact Study has been completed to determine how the development of this area will influence traffic along 40 Highway, Pavilion Drive, RD Mize Road, and Sni-a-Bar Road. The impact to the roadway network is expected to be minimal, with minor changes to the level of service at studied intersections. Two turn lanes are recommended to be constructed, one for left turns and one for right turns from east and westbound 40 Highway traffic into the entrance to the development. No traffic signals are proposed with this development.

Stormwater: A preliminary stormwater management plan has been submitted that includes multiple detention basins and BMPs to control runoff and water quality. A final stormwater management plan will need to be prepared by a professional engineer registered in the State of Missouri and submitted to Public Works for review. Stormwater detention and stormwater quality requirements shall be met with this development project. The City requires adherence to the current edition of APWA 5600 for Detention and Water Quality. Design procedures for each water quality BMP are included in the MARC BMP Manual. Overland flow and detention areas shall be contained within a drainage easement.

Sanitary Sewer: Gravity sanitary sewer is available to the south of this development. The sewer has capacity to convey flows generated from this development, but the developer is responsible for extending sewer within the property in order to serve this site. An engineer or surveyor will need to determine if the sewer invert elevations are such for this development to utilize this sanitary sewer.

Signage: The PD Standards have identified a conceptual monument sign. All signs will have to be approved with a sign permit. If the signs do not comply with the Sign Code, the applicant may request a Master / Alternative Sign Plan.

Frontage & Landscaping: The applicant has provided a conceptual landscape plan. All final landscaping, including required plant units will be reviewed with the PD Final Plan. Each single-family lot is required to meet the 45-plant unit minimum plus applicable street tree requirements prior to issuance of a certificate of occupancy. Below is a table outlining the buffer requirements for the site.

Landscape Area	Buffer Type
North buffer: Adj. to "SF-7"/ADP-O zoning	N/A
East buffer: Adj. to Grain Valley	N/A
South buffer: Adj. to 40 HWY zoning	**C[1]: 25 feet wide: 60 units per 100 feet; 35 feet wide: 55 units per 100 feet. Requires a minimum 6-ft tall solid masonry wall or 6-ft. tall double-sided wood, vinyl or composite fence with masonry columns a maximum of 75 ft. on center in addition to landscaping. See 407.040.D. for additional requirements.**
West buffer: Adj. to "AG" zoning / No buffer required	**N/A**

Two Tree Preservation Easements will be provided within Tracts A and J, protecting existing trees from removal. Tract A's easement will be 33-ft. in width while Tract J's will be 20-ft. wide. The easements will be provided to help buffer the Adams Pointe Village subdivision from Ironwood.

Open Space: Since the proposed development falls within the Adams Dairy Parkway-Overlay (ADP-O) district, the applicant is required to provide a minimum of 15% open space meeting the Open Space Standards of Section 406.030. The site is required 10.74 +/- acres of open space and the applicant is currently providing 12.25 +/- acres or 17.1% of open space across five (5) of the twelve (12) tracts. While twelve (12) tracts are proposed with the development, only five (5) are counted towards the Open Space Systems as outlined in the UDC. **All open space amenities must be installed or financially guaranteed prior to approval of the Final Plat.**

Tract	Area	Open Space System
C	.86 +/- acres	Pocket Park/Playground
D	1.34 +/- acres	Trail/Detention
H	.06 +/- acres	Trail
I	5.33 +/- acres	Preserve/Trail
J	4.66 +/- acres	Preserve/Trail
Total Open Space:	12.25 +/- acres	

Preservation: The site is currently undeveloped and consists of natural open and heavily wooded areas with a creek bisecting the property from north to south on the site's eastside. The applicant

is purposing to protect the area around the creek by platting it into an open space tract, which will be designated as a preserve, and feature a pedestrian trail. Tract 2, located south of 40 Highway, is mostly incumbered by a floodway. The Ironwood development proposes no development for this tract and will remain in its natural state.

Phasing: The property is proposed to be developed in three (3) phases. Phase one (1) includes all lots west of the NE Pavilion Drive extension, plus Tract C, from 40 Highway to the northern boundary. Phase two (2) is proposed for the lots between NE Pavilion Drive and the stream buffer/Tracts I and J. Finally, Phase three (3) will be for lots east of the stream buffer/Tracts I and J. **A PD Final Plan and a Final Plat of each phase will be required prior to the issuance of building permits. All open spaces amenities, landscaping, and buffers must be installed or financially guaranteed prior to approval of each Final Plat. If financially guaranteed, all open space amenities, landscaping, and buffers must be installed prior to the first Certificate of Occupancy for Phase Three (3).**

Review Criteria: *A Planned Development Concept Plan shall be reviewed according to the following criteria:*

1. The proposed PD District is compatible with present development in the area, and will not have a significant, adverse effect on the surrounding area.

   STAFF RESPONSE: The plan is compatible with present development in the area and is not expected to have a significant, adverse effect on the surrounding area. The houses directly adjacent to the development are similar in size though the lots are wider. The proposed development is unique and will provide a mix housing types which is not prominent throughout the City.

2. The proposed PD District is consistent with the public health, safety and welfare, as well as efficiency and economy in the use of land and its resources.

   STAFF RESPONSE: The plan is consistent with the public health, safety, and welfare of the surrounding area. Staff believes the PD district is also consistent with the efficiency and economy in the use of the land. The land is currently undeveloped and will likely remain that way if the rezoning and PD are denied. Allowing for the residential development could provide a new housing type along the east side of the City.

3. The proposed PD District is consistent with the overall direction, intent and policies of the City's Comprehensive Plan.

   STAFF RESPONSE: The proposed PD district is consistent with the overall direction, intent and policies of the Comprehensive Plan due to the following:

   Places Framework, Goal 3: Integrate housing choices into neighborhoods & corridors:

   - Increase quality and diversity of housing types so that non-single-family options are to at least 30% of our housing stock.

   Each unit of the duplex buildings will sit on their own fee simple owner lot, which is uncommon for Blue Springs. This approach to duplex development encourages home ownership for first time home buyers and those looking to downsize.

4. The proposed PD District provides for a creative and innovative design which could not otherwise be achieved under the zoning regulations for the districts listed in Chapter 404.

   STAFF RESPONSE: The plan reflects a creative and innovative design that is not well accommodated by any base zoning districts which is why a PD is the most appropriate approval process for the development. The PD is intended for unique developments which is being proposed by offering a new subdivision with multiple housing products meant to attract residents at every stage of life.

5. The exceptions from the zoning regulations requested in the proposed PD are warranted by virtue of innovative design and amenities incorporated in the PD District.

   STAFF RESPONSE: Through the PD, the applicant is proposing modifications to various sections of the Unified Development Code, these alterations include lot frontage width, design standards, and minimum lot area, Minimum Floor Livable Floor Area Stepdown.

   Staff believes the requested modifications have been offset by enhancements including amenities for the residents, green spaces with a trail through the development, sidewalks to connect pedestrians to all parts of the development and the public realm, a diversified housing stock, and sound urban design practices.

6. The PD District reflects generally accepted and sound planning and urban design principles with respect to applying the Comprehensive Plan and any specific plans to the area.

   STAFF RESPONSE: The plan reflects generally accepted and sound planning and urban design principles, specifically those outlined in the Comprehensive Plan as noted under previous review criteria.

7. The request for a PD District meets all of the review criteria for a Zoning Map amendment.

   STAFF RESPONSE: The PD Concept Plan meets the minimum review criteria for a rezoning as noted in the staff report.

Review Criteria: *A Preliminary Plat shall be reviewed based on the following criteria:*

1. The application is in accordance with the Comprehensive Plan and any official plan or program developed under the guidance of the Comprehensive Plan. In particular, the physical patterns, arrangement of streets, blocks, lots and open spaces, and public realm investments reflect the principles and concepts of the plan.

   STAFF RESPONSE: The preliminary plat application is in accordance with the Comprehensive Plan in terms of physical patterns, open spaces, and public realm investments.

2. Compliance with the requirements of this Development Code. In particular, the blocks and lots proposed are capable of meeting all development and site design standards under the existing or proposed zoning.

   STAFF RESPONSE: The proposed preliminary plat is in compliance with the requirements of this Development Code.

3. Any phasing proposed in the application is clearly indicated and demonstrates a logical and coordinated approach to development, including coordination with existing and potential development on adjacent property.

   STAFF RESPONSE: The proposed phasing is clearly indicated and demonstrates a logical and coordinated approach to development.

4. Any impacts identified by specific studies or technical reports, including a preliminary review of storm water, are mitigated with generally accepted and sound planning, engineering, and urban design solutions, that reflect long-term solutions and sound fiscal investments.

   STAFF RESPONSE: The project provided reports or memos for stormwater and traffic generation. The stormwater and water quality will be mitigated, and the generated traffic will have minimal impact to the surrounding traffic network. The overall site layout appears to incorporate sound planning, engineering, and urban design solutions.

5. The application does not deter any existing or future development on adjacent property from meeting the goals and policies of the Comprehensive Plan.

   STAFF RESPONSE: The application does not deter any existing or future development or goals and policies of the Comprehensive Plan.

6. The design does not impede the construction of future public infrastructure within the area.

   STAFF RESPONSE: The design will not impede the construction of future public infrastructure within the area.

7. The recommendations of professional staff.

   STAFF RESPONSE: Staff recommends approval of the Preliminary Plat with conditions.

Approval of the preliminary plat shall constitute acceptance of the overall planning concepts for the subdivision and is a prerequisite for the filing of a final plat. After approval of the preliminary plat the applicant may proceed with the construction plans and submit the proposed final plat for review and approval.

Approval of a Concept Plan shall constitute acceptance of the overall planning concepts and development parameters. An approved Concept Plan shall lapse and be of no further force and effect if a Final Plan (or a Final Plan for a designated phase of the Concept Plan) has not been approved within two (2) years of the date of approval of the Concept Plan.

Staff Recommendation:

Staff recommends approval of the Rezoning application.

Staff recommends approval of the Planned Development Concept Plan application with the following conditions:

1. Approval based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC, unless modified by the Planned Development.
2. The PD and Building Type Standards shall regulate the allowable Building Types for the subdivision. Any standards not specifically outlined in the Concept Plan shall be regulated by the standards of the base zoning district or most similar building type.
3. A 5-ft. wide ADA compliant sidewalk must be denoted on both sides of all streets in the PD Final Plan.
4. A PD Final Plan and a Final Plat of each phase will be required prior to the issuance of building permits.

Staff recommends approval of the Preliminary Plat application with the following conditions:

1. Approval by the Planning Commission based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC, unless modified by the Planned Development.
2. Prior to approval of each Final Plat, the following must occur:
    a. A Planned Development Final Plan must be completed to ensure landscaping and buffering complies with the UDC.
    b. All open spaces amenities, landscaping, and buffers must be installed or financially guaranteed prior to approval of each Final Plat.
        i. If financially guaranteed, all open space amenities, landscaping, and buffers must be installed prior to the first Certificate of Occupancy for Phase Three (3).
    c. Drafts of the proposed Declaration of Restrictions and the Homes Association Declaration documents shall be submitted to the City. The Declarations shall address the maintenance of all open space tracts and amenities and the minimum livable floor area classification.
3. Prior to issuance of building permits, the following must occur:
    a. An approved Final Plat must be recorded at Jackson County.
    b. The Declarations of Restrictions and the Homes Association Declaration documents shall be recorded.
4. Prior to issuance of a Certificate of Occupancy, the following must occur:
    a. All required landscaping (45 plant units) and street tree(s) shall be installed or financially guaranteed.
    b. Sidewalks adjacent to lot frontages are required to be installed prior to the issuance of a Certificate of Occupancy.
5. Tree Preservation Easements shall be shown and dedicated on the Final Plats for each Phase.
6. The minimum livable floor area classification must be noted on each Final Plat.

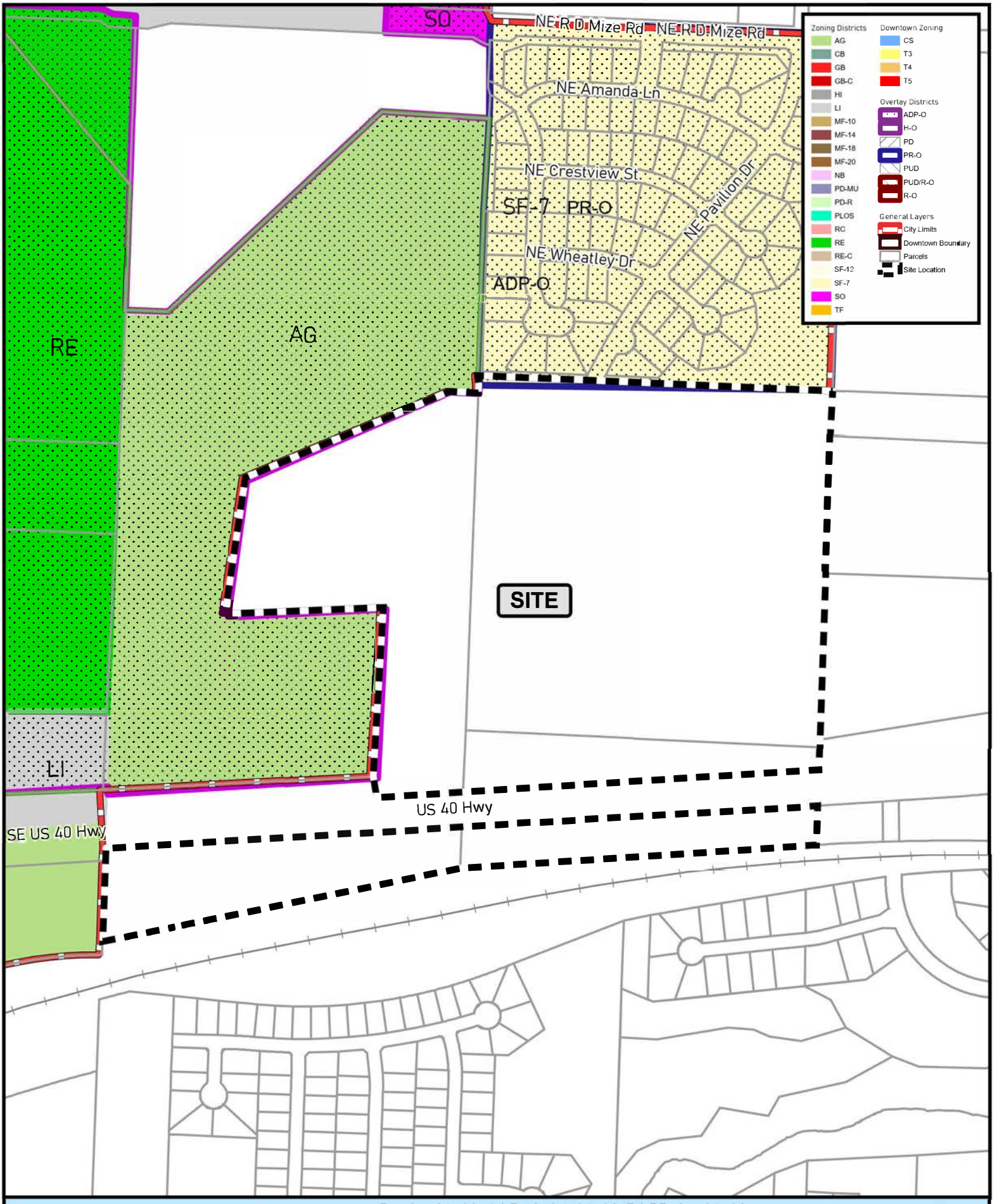


The City of Blue Springs Missouri

RZ-08-24-9256 | PDC-08-24-9257 | PP-08-24-9158
PARCEL # 36-710-01-03-00-0-00-000 | 36-720-02-03-01-0-00-000 | 36-740-01-01-00-0-00-000 | 36-730-02-01-00-0-00-000 | 36-740-02-02-00-0-00-000
AERIAL LOCATION MAP

N

1 inch = 618 feet
Date: 8/2/2024



The City of Blue Springs Missouri

RZ-08-24-9256 | PDC-08-24-9257 | PP-08-24-9258
PARCEL # 36-710-01-03-00-0-00-000 | 36-720-02-03-01-0-00-000 | 36-740-01-01-00-0-00-000 | 36-730-02-01-00-0-00-000 | 36-740-02-02-00-0-00-000
SITE LOCATION MAP

N

1 inch = 450 feet

Date: 8/2/2024

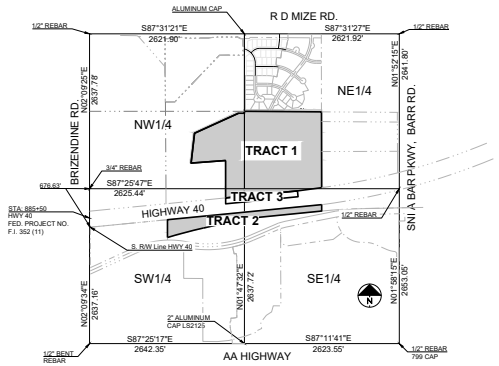
PD CONCEPT PLAN
FOR
IRONWOOD

IN THE CITY OF BLUE SPRINGS
JACKSON COUNTY, MISSOURI

LEGEND:

A/E	-	ACCESS EASEMENT
BC	-	BACK OF CURB
B/B	-	BACK TO BACK
BM	-	BENCHMARK
BL or B.L.	-	BUILDING LINE
CO	-	CLEANOUT
TJB	-	TELEPHONE JUNCTION BOX
C&G	-	CURB AND GUTTER
D/E	-	DRAINAGE EASEMENT
E/E	-	ELECTRICAL EASEMENT
EL	-	ELEVATION
FL	-	FLOW LINE
G/E	-	GAS LINE EASEMENT
HDPE	-	HIGH-DENSITY POLYETHYLENE
L/E	-	LANDSCAPE EASEMENT
MSFE	-	MINIMUM SERVICEABLE FLOOR ELEVATION
PVC	-	POLYVINYL CHLORIDE
P/L	-	PROPERTY LINE
PUB/E	-	PUBLIC EASEMENT
RCP	-	REINFORCED CONCRETE PIPE
ROW or R/W	-	RIGHT-OF-WAY
S/E	-	SANITARY SEWER EASEMENT
SL	-	SERVICE LINE
S/W	-	SIDEWALK
TE	-	TOP ELEVATION
U/E	-	UTILITY EASEMENT
WSE	-	WATER SURFACE ELEVATION
W/E	-	WATERLINE EASEMENT

ASPHALT PAVEMENT - EXISTING
ASPHALT PAVEMENT - PROPOSED
CONCRETE PAVEMENT - EXISTING
ASPHALT PAVEMENT - EXISTING
CONCRETE SIDEWALK - EXISTING
CONCRETE SIDEWALK - PROPOSED
CURB & GUTTER
CURB & GUTTER - EXISTING
TREELINE
EXISTING LOT AND R/W LINES
EXISTING PLAT LINES
P/L PROPERTY LINES
ROW RIGHT-OF-WAY
SANITARY SEWER MAIN
SANITARY SEWER MAIN - EXIST.
STO STORM SEWER
STORM SEWER - EXISTING
CATV$_E$ CABLE TV - EXISTING
FOC$_E$ FIBER OPTIC CABLE - EXISTING
T$_E$ TELEPHONE LINE - EXIST.
E$_E$ ELECTRIC LINE - EXISTING
OHP$_E$ OVERHEAD POWER LINE - EXIST.
UGE$_E$ UNDERGROUND ELECTRIC - EX.
G$_E$ GAS LINE - EXISTING
W$_E$ WATERLINE - EXISTING
LIGHT - EXISTING
EXISTING MANHOLE
CO CLEANOUT
EXISTING SANITARY MANHOLE
PROPOSED SANITARY MANHOLE
AI EXISTING AREA INLET
CI EXISTING CURB INLET
GI EXISTING GRATE INLET
JB EXISTING JUNCTION BOX
EXISTING STORM MANHOLE



SECTION 33-49-30
LOCATION MAP
SCALE 1" = 1000'

Description as provided in First American Title Insurance Company Commitment No. 1657407.

The Land referred to herein below is situated in the County of Jackson, State of Missouri, and is described as follows:

TRACT 1:

All that part of the Southeast One-Quarter of the Northwest One-Quarter, the Southwest One-Quarter of the Northeast One-Quarter, the Northeast One-Quarter of the Southwest One-Quarter and the Northwest One-Quarter of the Southeast One-Quarter all in Section 33, Township 49 North, Range 30 West, Jackson County, Missouri, being more particularly described as follows:

COMMENCING at the Northeast corner of the Northwest One-Quarter of said Section 33; thence South 02 degrees 04 minutes 51 seconds West along the East line of the Northwest One-Quarter of said Section 33 a distance of 1321.02 feet to a point being the Northeast corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33 also being THE POINT OF BEGINNING; thence South 87 degrees 31 minutes 40 seconds East along the North line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33 a distance of 1313.38 feet to a point being the Northeast corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33; thence South 01 degrees 58 minutes 33 seconds West along the East line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33 a distance of 1292.30 feet to a point on the North right-of-way line of U.S. Highway Number 40 as now established; thence along the said North right-of-way line on a curve to the right having an initial tangent bearing of South 84 degrees 24 minutes 31 seconds West, a radius of 11315.20 feet a distance of 7.84 feet to a point; thence continuing along said North right-of-way South 84 degrees 25 minutes 23 seconds West a distance of 407.04 feet to a point; thence continuing along said North right-of-way South 86 degrees 30 minutes 31 seconds West a distance of 1230.35 feet to a point; thence North 02 degrees 04 minutes 51 seconds East a distance of 637.75 feet to a point; thence South 87 degrees 45 minutes 39 seconds West a distance of 590.90 feet to a point; thence North 08 degrees 42 minutes 49 seconds East a distance of 512.78 feet to a point; thence North 67 degrees 36 minutes 29 seconds East a distance of 824.00 feet to a point; thence South 87 degrees 28 minutes 34 seconds East a distance of 100.03 feet to a point on the East line of the Southeast One-Quarter of the Northwest One-Quarter of said Section 33; thence North 02 degrees 04 minutes 51 seconds East along said East line a distance of 32.86 feet to the point of beginning.

TRACT 2:

All that part of the Northeast One-Quarter of the Southwest One-Quarter and the Northwest One-Quarter of the Southeast One-Quarter of Section 33, Township 49 North, Range 30 West lying North of the North Right of Way line of the Kansas City Southern Railway Company Right of Way and South of the U.S. Highway Number 40 Right of Way line, in Jackson County, Missouri, being more particularly described as follows:

Commencing at the Northeast corner of the Southwest One-Quarter of Section 33, Township 49 Range 30 East; thence South 01 degrees 47 minutes 32 seconds West along the East line of said Southwest One- Quarter a distance of 397.88 feet to a point on the South Right of way line of U.S. Highway Number 40 as now established, said point being the Point of Beginning; thence North 86 degrees 30 minutes 31 seconds East along said South Right of Way a distance of 1320.91 feet to a point on the East line of the Northwest One-Quarter of the Southeast One-Quarter of said Section 33; thence South 01 degrees 52 minutes 55 seconds West along said East line a distance of 109.42 feet to a point on the North Right of Way line of the Kansas City Southern Railway Company; thence South 86 degrees 23 minutes 05 seconds West along said North Right of Way line a distance of 1321.01 feet to a point on the East line of said Southwest One-Quarter of Section 33; thence continuing along said North Right of Way line South 79 degrees 23 minutes 04 seconds West a distance of 720.93 feet to a point of curvature; thence continuing along said North Right of Way line along a tangent curve to the left with a radius of 8744.41 feet, a central angle of 04 degrees 08 minutes 13 seconds, and a length of 631.38 feet to a point on the West line of the Northwest One-Quarter of the Southwest One-Quarter of said Section 33; thence North 01 degrees 58 minutes 33 seconds East along said West line a distance of 303.43 feet to a point on the South Right of Way of said U.S. Highway Number 40; thence North 86 degrees 30 minutes 31 seconds East along said South Right of Way a distance of 1319.93 feet to the Point of Beginning, except any part taken or used for Right of Way.

DESCRIPTION TRACT 3: as described in Quit Claim Deed. Document No. 2014E0065067

All that part of the Northeast One-Quarter of the Southwest One-Quarter and the Northwest One-Quarter of the Southeast One-Quarter of Section 33, Township 49 North, Range 30 West, Jackson County, Missouri, being more particularly described as follows:

COMMENCING at the Northeast corner of the Northwest One-Quarter of said Section 33; thence South 02 degrees 04 minutes 51 seconds West along the East line of the Northwest One-Quarter of said Section 33, a distance of 1321.02 feet to a point, being the Northwest corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33; thence South 87 degrees 31 minutes 40 seconds East along the North line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33, a distance of 1313.38 feet to a point, being the Northeast corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33; thence South 01 degrees 58 minutes 33 seconds West along the East line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33, a distance of 1292.30 feet to a point on the North right of way line of U.S. Highway Number 40 as now established; thence along the said North right of way line on a curve to the right having an initial tangent bearing of South 84 degrees 24 minutes 31 seconds West, a radius of 11315.20 feet a distance of 7.84 feet to a point; thence continuing along said North right of way South 84 degrees 25 minutes 23 seconds West, a distance of 407.04 feet to the Point of Beginning; thence continuing along said North right of way South 86 degrees 30 minutes 31 seconds West, a distance of 1230.35 feet to a point; thence South 02 degrees 04 minutes 51 seconds West, a distance of 100.47 feet to a point, said point being 36.50 feet North of the centerline of U.S. Highway Number 40, per Federal project No. F.I.352(11), said centerline being the Northern paved edge of the existing roadway; thence North 86 degrees 30 minutes 31 seconds East along a line 36.50 feet North of and parallel to said centerline, a distance of 1240.11 feet to a point; thence North 03 degrees 29 minutes 29 seconds West, a distance of 100.00 feet to the POINT OF BEGINNING and containing 2.836 acres more or less.

UTILITIES:

1. Existing utilities have been shown to the greatest extent possible based upon information provided to the Engineer. The contractor is responsible for contacting the respective utility companies and field locating utilities prior to construction and identifying any potential conflicts. All conflicts shall immediately be brought to the attention of the Engineer.
2. The contractor shall be responsible for coordinating any required utility relocations. Utilities damaged through the negligence of the contractor shall be repaired at the contractor's expense.
3. Contractor shall verify flow-lines and structure tops prior to construction, and shall notify Engineer of any discrepancies. Provide shop drawings for all precast and manufactured utility structures for review by the Engineer prior to construction of the structures.
4. Utility Separation: Waterlines shall have a minimum of 10 feet horizontal and 2 feet vertical separation from all sanitary sewer lines, manholes, and sanitary sewer service laterals, as measured from edge to edge. If minimum separations can not be obtained, concrete encasement of the sanitary line shall be required 10 feet in each direction of the conflict.
5. Payment for trenching, backfilling, pipe embedment, flowable fill, backfill materials, clean up, seeding, sodding and any other items necessary for the construction of the utility line shall be included in the contract price for the utility installation.
6. The Contractor shall be responsible for contacting respective utility companies 48-hours in advance for the inspection of any proposed utility main extension or service line or service connection to any existing main.
7. Trench spoils shall be neatly placed onsite adjacent to the trench, and compacted to prevent saturation and excess sediment runoff. Unsuitable materials, excess rock and shale, asphalt, concrete, trees, brush etc. shall be properly disposed of offsite. Materials may be wasted onsite at the direction of the Owner or his appointed representative.
8. All excavation is considered unclassified, unless noted otherwise. Unclassified excavation for utility trenching is subsidiary to the unit price provided for the pipe. Any quantity provided for rock excavation is estimated based on the best information provided to the Project Engineer. The Engineer has the authority to identify and define the physical characteristics to determine the classification. Unit price quantities for rock excavation will be paid at a trench width of the nominal pipe diameter of the installed main plus 18 inches. Contractor is required to dispose of excess rock from their trenches by disposing it in areas as specified by the Project Engineer.

OWNER/DEVELOPER:

ASHLAR HOMES
SHAWN WOODS
2800 NW HUNTER DRIVE
BLUE SPRINGS, MO 64015
p 816.228.1188
f ----
SHAWN@ASHLARHOMESKC.COM

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PREPARED BY:

SCHLAGEL & ASSOCIATES, P.A.

IRONWOOD
PD CONCEPT PLAN
HWY 40 AND SNI A BAR PKWY BLUE SPRINGS, MISSOURI

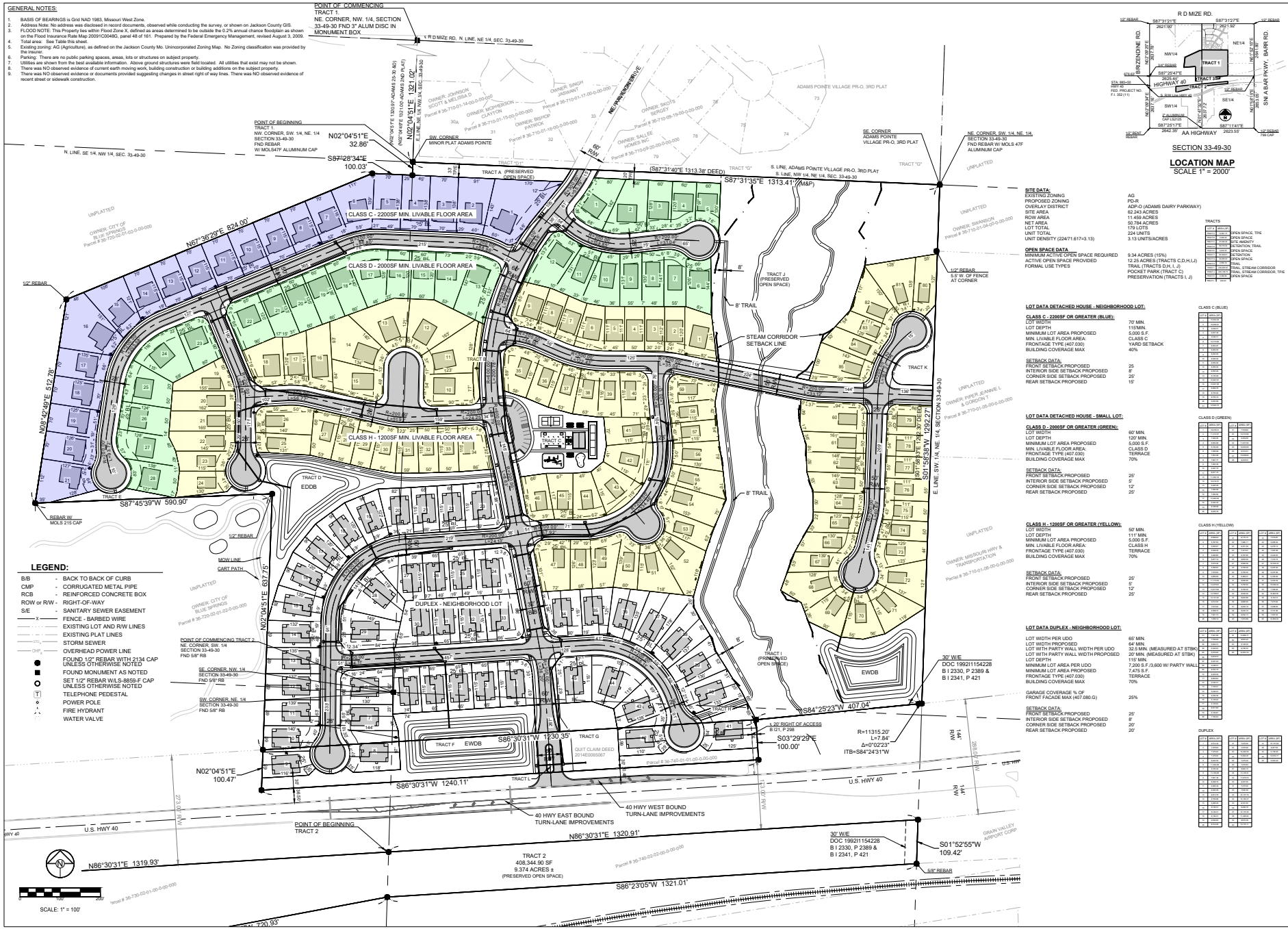
REVISION DATE	DESCRIPTION
08/29/2024	CITY COMMENTS
09/12/2024	CITY COMMENTS
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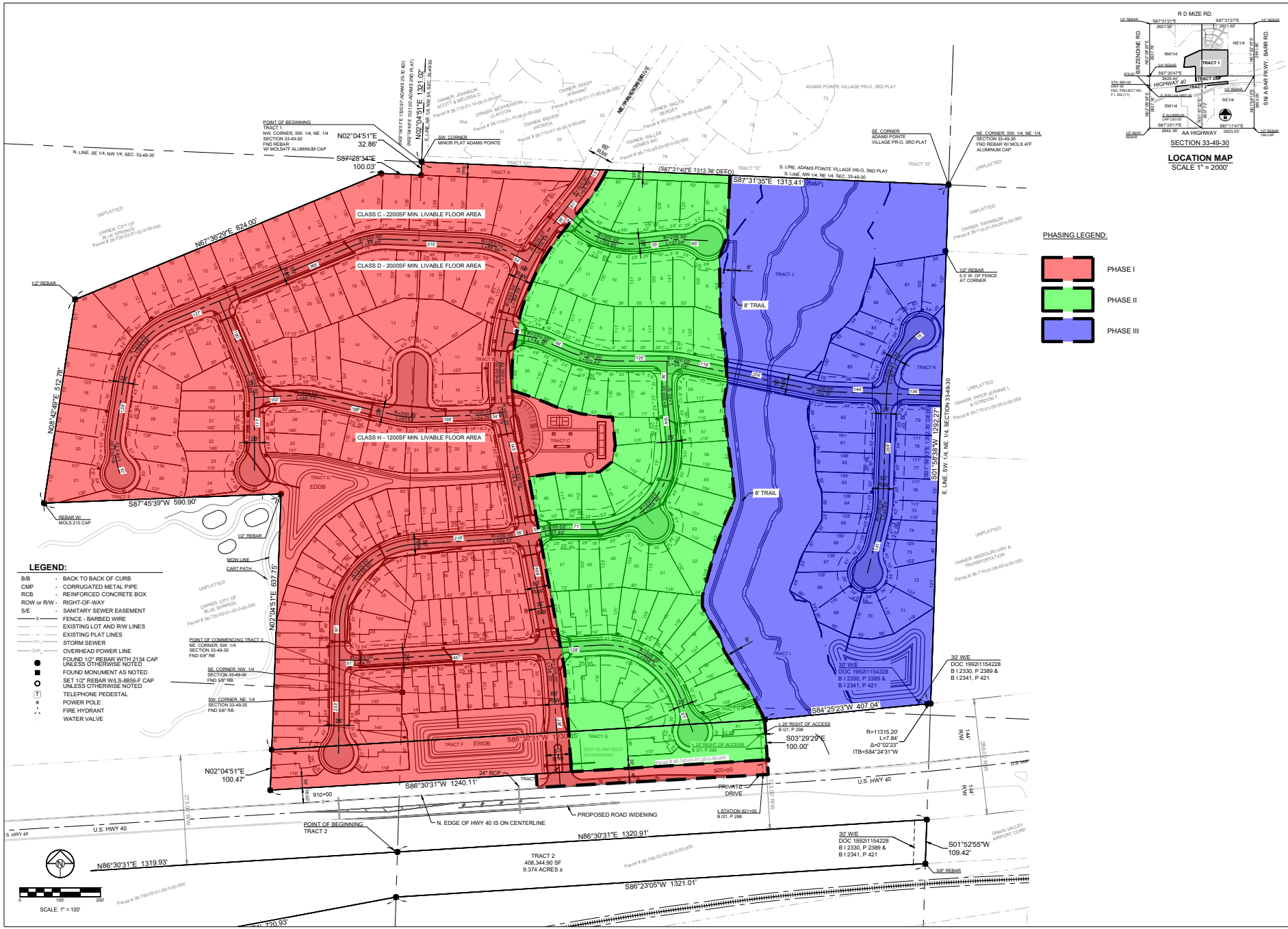
DRAWN BY: MJH
CHECKED BY: ALL
DATE PREPARED: 2024.08.08
PROJ. NUMBER: 24-191

COVER SHEET

SHEET
C1.0

Received
09/18/2024


GENERAL NOTES:
1. BASIS OF BEARINGS is Grid NAD 1983, Missouri West Zone.
2. Address Note: No address was disclosed in record documents, observed while conducting the survey, or shown on Jackson County GIS.
3. FLOOD NOTE: This Property lies within Flood Zone X, defined as areas determined to be outside the 0.2% annual chance floodplain as shown on the Flood Insurance Rate Map 20091C0048G, panel 48 of 161. Prepared by the Federal Emergency Management, revised August 3, 2009.
4. Total area: See Table this sheet.
5. Existing zoning: AG (Agriculture), as defined on the Jackson County Mo. Unincorporated Zoning Map. No Zoning classification was provided by the insurer.
6. Parking: There are no public parking spaces, areas, lots or structures on subject property.
7. Utilities are shown from the best available information. Above ground structures were field located. All utilities that exist may not be shown.
8. There was NO observed evidence of current earth moving work, building construction or building additions on the subject property.
9. There was NO observed evidence or documents provided suggesting changes in street right of way lines. There was NO observed evidence of recent street or sidewalk construction.
POINT OF COMMENCING TRACT 1, NE. CORNER, NW. 1/4, SECTION 33-49-30 FND 3" ALUM DISC IN MONUMENT BOX
POINT OF BEGINNING TRACT 1, NW. CORNER, SW. 1/4, NE. 1/4 SECTION 33-49-30 FND REBAR W/ MOLS47F ALUMINUM CAP
N02°04'51"E 32.86'
S87°28'34"E 100.03
N02°04'51"E 1321.02'
SW. CORNER MINOR PLAT ADAMS POINTE
SE. CORNER ADAMS POINTE VILLAGE PR-O, 3RD PLAT
NE. CORNER, SW. 1/4, NE. 1/4, SECTION 33-49-30 FND REBAR W/ MOLS 47F ALUMINUM CAP
S87°31'35"E 1313.41' (M&P)
(S87°31'40"E 1313.38' DEED)
N67°36'29"E 824.00'
N09°42'49"E 512.78'
S87°45'39"W 590.90'
N02°04'51"E 837.75'
S86°30'31"W 1230.35'
S84°25'23"W 407.04'
S01°58'39"W 1292.27'
S01°52'55"W 109.42'
S86°23'05"W 1321.01'
N86°30'31"E 1319.93'
N86°30'31"E 1320.91'
S86°30'31"W 1240.11'
N02°04'51"E 100.47'
S03°29'29"E 100.00'
R=11315.20' L=7.84' Δ=0°02'23" ITB=S84°24'31"W
CLASS C - 2200SF MIN. LIVABLE FLOOR AREA
CLASS D - 2000SF MIN. LIVABLE FLOOR AREA
CLASS H - 1200SF MIN. LIVABLE FLOOR AREA
DUPLEX - NEIGHBORHOOD LOT
TRACT A (PRESERVED OPEN SPACE)
TRACT B
TRACT C
TRACT D EDDB
TRACT E
TRACT F EWDB
TRACT G
TRACT H
TRACT I (PRESERVED OPEN SPACE)
TRACT J (PRESERVED OPEN SPACE)
TRACT K
8' TRAIL
STEAM CORRIDOR SETBACK LINE
POINT OF BEGINNING TRACT 2
POINT OF COMMENCING TRACT 2 NE. CORNER, SW. 1/4 SECTION 33-49-30 FND 5/8" RB
SE. CORNER, NW. 1/4 SECTION 33-49-30 FND 5/8" RB
SW. CORNER, NE. 1/4 SECTION 33-49-30 FND 5/8" RB
TRACT 2 408,344.90 SF 9.374 ACRES ± (PRESERVED OPEN SPACE)
40 HWY EAST BOUND TURN-LANE IMPROVEMENTS
40 HWY WEST BOUND TURN-LANE IMPROVEMENTS
30' W/E DOC 1992I1154228 B I 2330, P 2389 & B I 2341, P 421
1/2" REBAR
REBAR W/ MOLS 215 CAP
MOW LINE
CART PATH
U.S. HWY 40
NE. PARKWAY DRIVE
ADAMS POINTE VILLAGE PR-O, 3RD PLAT
S. LINE, ADAMS POINTE VILLAGE PR-O, 3RD PLAT
S. LINE, NW. 1/4, NE. 1/4, SEC. 33-49-30
E. LINE, SW. 1/4, NE. 1/4, SECTION 33-49-30
N. LINE, SE. 1/4, NW. 1/4, SEC. 33-49-30
LEGEND:
B/B - BACK TO BACK OF CURB
CMP - CORRUGATED METAL PIPE
RCB - REINFORCED CONCRETE BOX
ROW or R/W - RIGHT-OF-WAY
S/E - SANITARY SEWER EASEMENT
FENCE - BARBED WIRE
EXISTING LOT AND R/W LINES
EXISTING PLAT LINES
STORM SEWER
OHP - OVERHEAD POWER LINE
FOUND 1/2" REBAR WITH 2134 CAP UNLESS OTHERWISE NOTED
FOUND MONUMENT AS NOTED
SET 1/2" REBAR W/LS-8659-F CAP UNLESS OTHERWISE NOTED
TELEPHONE PEDESTAL
POWER POLE
FIRE HYDRANT
WATER VALVE
SCALE: 1" = 100'
R D MIZE RD.
BRZENDENE RD.
SNI A BAR PKWY.
BARR RD.
HIGHWAY 40
AA HIGHWAY
SECTION 33-49-30
LOCATION MAP
SCALE 1" = 2000'
SITE DATA:
EXISTING ZONING AG
PROPOSED ZONING PD-R
OVERLAY DISTRICT ADP-O (ADAMS DAIRY PARKWAY)
SITE AREA 62.243 ACRES
ROW AREA 11.459 ACRES
NET AREA 50.784 ACRES
LOT TOTAL 179 LOTS
UNIT TOTAL 224 UNITS
UNIT DENSITY (224/71.617=3.13) 3.13 UNITS/ACRES
OPEN SPACE DATA
MINIMUM ACTIVE OPEN SPACE REQUIRED 9.34 ACRES (15%)
ACTIVE OPEN SPACE PROVIDED 12.25 ACRES (TRACTS C,D,H,I,J)
FORMAL USE TYPES TRAIL (TRACTS D,H, I, J)
POCKET PARK (TRACT C)
PRESERVATION (TRACTS I, J)
TRACTS
OPEN SPACE, TPE
OPEN SPACE
DETENTION
8' MULTI-USE TRAIL
OPEN SPACE
DETENTION
OPEN SPACE
TRAIL
TRAIL STREAM CORRIDOR
TRAIL STREAM CORRIDOR, TPE
OPEN SPACE
LOT DATA DETACHED HOUSE - NEIGHBORHOOD LOT:
CLASS C - 2200SF OR GREATER (BLUE):
LOT WIDTH 70' MIN.
LOT DEPTH 115'MIN.
MINIMUM LOT AREA PROPOSED 5,000 S.F.
MIN. LIVABLE FLOOR AREA: CLASS C
FRONTAGE TYPE (407.030) YARD SETBACK
BUILDING COVERAGE MAX 40%
SETBACK DATA:
FRONT SETBACK PROPOSED 25
INTERIOR SIDE SETBACK PROPOSED 8'
CORNER SIDE SETBACK PROPOSED 25'
REAR SETBACK PROPOSED 15'
CLASS C (BLUE)
LOT DATA DETACHED HOUSE - SMALL LOT:
CLASS D - 2000SF OR GREATER (GREEN):
LOT WIDTH 60' MIN.
LOT DEPTH 120' MIN.
MINIMUM LOT AREA PROPOSED 5,000 S.F.
MIN. LIVABLE FLOOR AREA: CLASS D
FRONTAGE TYPE (407.030) TERRACE
BUILDING COVERAGE MAX 70%
SETBACK DATA:
FRONT SETBACK PROPOSED 25'
INTERIOR SIDE SETBACK PROPOSED 5'
CORNER SIDE SETBACK PROPOSED 12'
REAR SETBACK PROPOSED 25'
CLASS D (GREEN)
CLASS H - 1200SF OR GREATER (YELLOW):
LOT WIDTH 50' MIN.
LOT DEPTH 111' MIN.
MINIMUM LOT AREA PROPOSED 5,000 S.F.
MIN. LIVABLE FLOOR AREA: CLASS H
FRONTAGE TYPE (407.030) TERRACE
BUILDING COVERAGE MAX 70%
SETBACK DATA:
FRONT SETBACK PROPOSED 25'
INTERIOR SIDE SETBACK PROPOSED 5'
CORNER SIDE SETBACK PROPOSED 12'
REAR SETBACK PROPOSED 25'
CLASS H (YELLOW)
LOT DATA DUPLEX - NEIGHBORHOOD LOT:
LOT WIDTH PER UDO 65' MIN.
LOT WIDTH PROPOSED 64' MIN.
LOT WITH PARTY WALL WIDTH PER UDO 32.5 MIN. (MEASURED AT STBK)
LOT WITH PARTY WALL WIDTH PROPOSED 20' MIN. (MEASURED AT STBK)
LOT DEPTH 115' MIN.
MINIMUM LOT AREA PER UDO 7,200 S.F./3,600 W/ PARTY WALL
MINIMUM LOT AREA PROPOSED 7,475 S.F.
FRONTAGE TYPE (407.030) TERRACE
BUILDING COVERAGE MAX 70%
GARAGE COVERAGE % OF FRONT FACADE MAX (407.080.G) 25%
SETBACK DATA:
FRONT SETBACK PROPOSED 25'
INTERIOR SIDE SETBACK PROPOSED 8'
CORNER SIDE SETBACK PROPOSED 20'
REAR SETBACK PROPOSED 20'
DUPLEX
SCHLAGEL
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14820 W. 116th Street • Olathe, Kansas 66215
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PREPARED BY:
SCHLAGEL & ASSOCIATES, P.A.
IRONWOOD
PD CONCEPT PLAN
HWY 40 AND SNI A BAR PKWY BLUE
SPRINGS, MISSOURI
REVISION DATE DESCRIPTION
09/20/2024 CITY COMMENTS
09/12/2024 CITY COMMENTS
DRAWN BY: MJH
CHECKED BY: ALL
DATE PREPARED: 2024.08.08
PROJ. NUMBER: 24-101
PD CONCEPT PLAN
SHEET
C1.1
Received
09/18/2024



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PREPARED BY:

SCHLAGEL & ASSOCIATES, P.A.

IRONWOOD
PRELIMINARY PLAT
HWY 40 AND SNI A BAR PKWY BLUE SPRINGS, MISSOURI

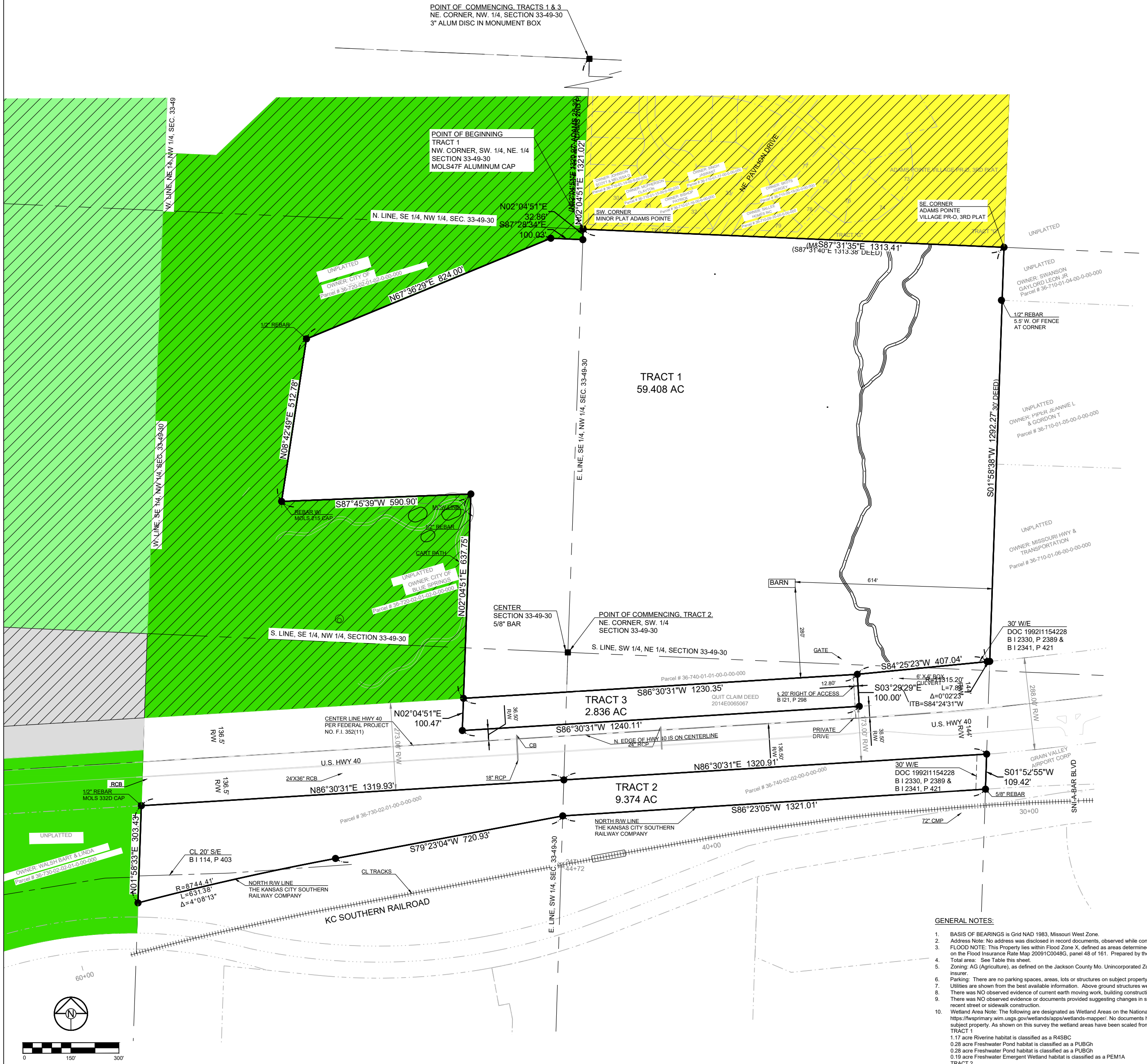
DESCRIPTION	DATE
CITY COMMENTS	08/29/2024
CITY COMMENTS	09/12/2024
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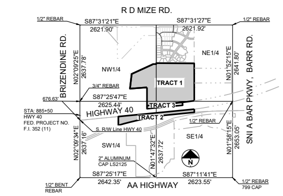
DRAWN BY	CHECKED BY	DATE PREPARED	PROJ. NUMBER
MJG	ALL	2024.08.08	24-181

PHASING PLAN

SHEET
C1.2

Received
09/18/2024





SECTION 33-49-30

LOCATION MAP

SCALE 1" = 2000'

LEGEND:

B/B	-	BACK TO BACK OF CURB
CMP	-	CORRUGATED METAL PIPE
RCB	-	REINFORCED CONCRETE BOX
ROW or R/W	-	RIGHT-OF-WAY
S/E	-	SANITARY SEWER EASEMENT
		FENCE - BARBED WIRE
		EXISTING LOT AND R/W LINES
		EXISTING PLAT LINES
		STORM SEWER
		OVERHEAD POWER LINE
●		FOUND 1/2" REBAR WITH 2134 CAP UNLESS OTHERWISE NOTED
■		FOUND MONUMENT AS NOTED
○		SET 1/2" REBAR W/LS-8859-F CAP UNLESS OTHERWISE NOTED
T		TELEPHONE PEDESTAL
		POWER POLE
		FIRE HYDRANT
		WATER VALVE

Description as provided in First American Title Insurance Company Commitment No. 1657407.

The Land referred to herein below is situated in the County of Jackson, State of Missouri, and is described as follows:

TRACT 1:

All that part of the Southeast One-Quarter of the Northwest One-Quarter, the Southwest One-Quarter of the Northeast One-Quarter, the Northeast One-Quarter of the Southwest One-Quarter and the Northwest One-Quarter of the Southeast One-Quarter all in Section 33, Township 49 North, Range 30 West, Jackson County, Missouri, being more particularly described as follows:

COMMENCING at the Northeast corner of the Northwest One-Quarter of said Section 33; thence South 02 degrees 04 minutes 51 seconds West along the East line of the Northwest One-Quarter of said Section 33 a distance of 1321.02 feet to a point being the Northwest corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33 also being THE POINT OF BEGINNING; thence South 87 degrees 31 minutes 40 seconds East along the North line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33 a distance of 1313.38 feet to a point being the Northeast corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33; thence South 01 degrees 58 minutes 33 seconds West along the East line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33 a distance of 1292.30 feet to a point on the North right-of-way line of U.S. Highway Number 40 as now established; thence along the said North right-of-way line on a curve to the right having an initial tangent bearing of South 84 degrees 24 minutes 31 seconds West, a radius of 11315.20 feet a distance of 7.84 feet to a point; thence continuing along said North right-of-way South 84 degrees 25 minutes 23 seconds West a distance of 407.04 feet to a point; thence continuing along said North right-of-way South 86 degrees 30 minutes 31 seconds West a distance of 1230.35 feet to a point; thence North 02 degrees 04 minutes 51 seconds East a distance of 637.75 feet to a point; thence South 87 degrees 45 minutes 39 seconds West a distance of 590.90 feet to a point; thence North 08 degrees 42 minutes 49 seconds East a distance of 512.78 feet to a point; thence North 67 degrees 36 minutes 29 seconds East a distance of 824.00 feet to a point; thence South 87 degrees 28 minutes 34 seconds East a distance of 100.03 feet to a point on the East line of the Southeast One-Quarter of the Northwest One-Quarter of said Section 33; thence North 02 degrees 04 minutes 51 seconds East along said East line a distance of 32.86 feet to the point of beginning.

TRACT 2:

All that part of the Northeast One-Quarter of the Southwest One-Quarter and the Northwest One-Quarter of the Southeast One-Quarter of Section 33, Township 49 North, Range 30 West lying North of the North Right of Way line of the Kansas City Southern Railway Company Right of Way and South of the U.S. Highway Number 40 Right of Way line, in Jackson County, Missouri, being more particularly described as follows:

Commencing at the Northeast corner of the Southwest One-Quarter of Section 33, Township 49 Range 30 East: thence South 01 degrees 47 minutes 32 seconds West along the East line of said Southwest One- Quarter a distance of 397.88 feet to a point on the South Right of way line of U.S. Highway Number 40 as now established, said point being the Point of Beginning; thence North 86 degrees 30 minutes 31 seconds East along said South Right of Way a distance of 1320.91 feet to a point on the East line of the Northwest One-Quarter of the Southeast One-Quarter of said Section 33; thence South 01 degrees 52 minutes 55 seconds West along said East line a distance of 109.42 feet to a point on the North Right of Way line of the Kansas City Southern Railway Company; thence South 86 degrees 23 minutes 05 seconds West along said North Right of Way line a distance of 1321.01 feet to a point on the East line of said Southwest One-Quarter of Section 33; thence continuing along said North Right of Way line South 79 degrees 23 minutes 04 seconds West a distance of 720.93 feet to a point of curvature; thence continuing along said North Right of Way line along a tangent curve to the left with a radius of 8744.41 feet, a central angle of 04 degrees 08 minutes 13 seconds, and a length of 631.38 feet to a point on the West line of the Northeast One-Quarter of the Southwest One-Quarter of said Section 33; thence North 01 degrees 58 minutes 33 seconds East along said West line a distance of 303.43 feet to a point on the South Right of Way of said U.S. Highway Number 40; thence North 86 degrees 30 minutes 31 seconds East along said South Right of Way a distance of 1319.93 feet to the Point of Beginning, except any part taken or used for Right of Way.

DESCRIPTION TRACT 3: as described in Quit Claim Deed. Document No. 2014E0065067

All that part of the Northeast One-Quarter of the Southwest One-Quarter and the Northwest One-Quarter of the Southeast One-Quarter of Section 33, Township 49 North, Range 30 West, Jackson County, Missouri, being more particularly described as follows:

COMMENCING at the Northeast corner of the Northwest One-Quarter of said Section 33; thence South 02 degrees 04 minutes 51 seconds West along the East line of the Northwest One-Quarter of said Section 33, a distance of 1321.02 feet to a point, being the Northwest corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33; thence South 87 degrees 31 minutes 40 seconds East along the North line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33, a distance of 1313.38 feet to a point, being the Northeast corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33; thence South 01 degrees 58 minutes 33 seconds West along the East line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33, a distance of 1292.30 feet to a point on the North right of way line of U.S. Highway Number 40 as now established; thence along the said North right of way line on a curve to the right having an initial tangent bearing of South 84 degrees 24 minutes 31 seconds West, a radius of 11315.20 feet a distance of 7.84 feet to a point; thence continuing along said North right of way South 84 degrees 25 minutes 23 seconds West, a distance of 407.04 feet to the Point of Beginning; thence continuing along said North right of way South 86 degrees 30 minutes 31 seconds West, a distance of 1230.35 feet to a point; thence South 02 degrees 04 minutes 51 seconds West, a distance of 100.47 feet to a point, said point being 36.50 feet North of the centerline of U.S. Highway Number 40, per Federal project No. F.I.352(11), said centerline being the Northern paved edge of the existing roadway; thence North 86 degrees 30 minutes 31 seconds East along a line 36.50 feet North of and parallel to said centerline, a distance of 1240.11 feet to a point; thence North 03 degrees 29 minutes 29 seconds West, a distance of 100.00 feet to the POINT OF BEGINNING and containing 2.836 acres more or less.

GENERAL NOTES:

1. BASIS OF BEARINGS is Grid NAD 1983, Missouri West Zone.
2. Address Note: No address was disclosed in record documents, observed while conducting the survey, or shown on Jackson County GIS.
3. FLOOD NOTE: This Property lies within Flood Zone X, defined as areas determined to be outside the 0.2% annual chance floodplain as shown on the Flood Insurance Rate Map 20091C0048G, panel 48 of 161. Prepared by the Federal Emergency Management, revised August 3, 2009.
4. Total area: See Table this sheet.
5. Zoning: AG (Agriculture), as defined on the Jackson County Mo. Unincorporated Zoning Map. No Zoning classification was provided by the insurer.
6. Parking: There are no parking spaces, areas, lots or structures on subject property.
7. Utilities are shown from the best available information. Above ground structures were field located. All utilities that exist may not be shown.
8. There was NO observed evidence of current earth moving work, building construction or building additions on the subject property.
9. There was NO observed evidence or documents provided suggesting changes in street right of way lines. There was NO observed evidence of recent street or sidewalk construction.
10. Wetland Area Note: The following are designated as Wetland Areas on the National Wetlands Inventory Map. https://fwsprimary.wim.usgs.gov/wetlands/apps/wetlands-mapper/. No documents have been provided that designate any Wetlands on the subject property. As shown on this survey the wetland areas have been scaled from this map.
    TRACT 1
    1.17 acre Riverine habitat is classified as a R4SBC
    0.28 acre Freshwater Pond habitat is classified as a PUBGh
    0.28 acre Freshwater Pond habitat is classified as a PUBGh
    0.19 acre Freshwater Emergent Wetland habitat is classified as a PEM1A
    TRACT 2
    1.36 acre Freshwater Forested/Shrub Wetland habitat is classified as a PFO1A
    14.75 acre Riverine habitat is classified as a R2UBG.

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PREPARED BY:

SCHLAGEL & ASSOCIATES, P.A.

IRONWOOD REZONING PLAN

HWY 40 AND SNI A BAR PKWY BLUE SPRINGS, MISSOURI

REVISION DATE	DESCRIPTION
08/29/2024	CITY COMMENTS
09/12/2024	CITY COMMENTS

DRAWN BY: NCA
CHECKED BY: JJL
DATE PREPARED: 2024.06.06
PROJ. NUMBER: 24-131

REZONING PLAN

SHEET

R1.0

Received

09/18/2024

GENERAL NOTES:

1. BASIS OF BEARINGS is Grid NAD 1983, Missouri West Zone.
2. Address Note: No address was disclosed in record documents, observed while conducting the survey, or shown on Jackson County GIS.
3. FLOOD NOTE: This Property lies within Flood Zone X, defined as areas determined to be outside the 0.2% annual chance floodplain as shown on the Flood Insurance Rate Map 29091C0048G, panel 48 of 161. Prepared by the Federal Emergency Management, revised August 3, 2009.
4. Total area: See Table this sheet.
5. Existing zoning: AG (Agriculture), as defined on the Jackson County Mo. Unincorporated Zoning Map. No Zoning classification was provided by the insurer.
6. Parking: There are no public parking spaces, areas, lots or structures on subject property.
7. Utilities are shown from the best available information. Above ground structures were field located. All utilities that exist may not be shown.
8. There was NO observed evidence of current earth moving work, building construction or building additions on the subject property.
9. There was NO observed evidence or documents provided suggesting changes in street right of way lines. There was NO observed evidence of recent street or sidewalk construction.

POINT OF COMMENCING TRACT 1
NE. CORNER, NW. 1/4, SECTION 33-49-30 FND 3" ALUM DISC IN MONUMENT BOX

R D MIZE RD. N. LINE, NE 1/4, SEC. 33-49-30

POINT OF BEGINNING TRACT 1
NW. CORNER, SW. 1/4, NE. 1/4 SECTION 33-49-30 FND REBAR W/ MOLS47E ALUMINUM CAP

N02°04'51"E 32.86'

S87°28'34"E 100.03'

N02°04'51"E 1321.02' (N02°04'51"E 1321.00'-ADAMS 2ND PLAT)

E. LINE, NE 1/4, NW 1/4, SEC. 33-49-30

SW. CORNER MINOR PLAT ADAMS POINTE

N. LINE, SE 1/4, NW 1/4, SEC. 33-49-30

NE. PARKVIEW DRIVE

ADAMS POINTE VILLAGE PR-O, 3RD PLAT

SE. CORNER ADAMS POINTE VILLAGE PR-O, 3RD PLAT

NE. CORNER, SW. 1/4, NE. 1/4 SECTION 33-49-30 FND REBAR W/ MOLS 47F ALUMINUM CAP

S. LINE, ADAMS POINTE VILLAGE PR-O, 3RD PLAT
S. LINE, NW 1/4, NE 1/4, SEC. 33-49-30

(S87°31'40"E 1313.38' DEED)
S87°31'35"E 1313.41' (M&P)

TRACT A
TRACT B
TRACT C
TRACT D
TRACT E
TRACT F
TRACT G
TRACT H
TRACT I
TRACT J
TRACT K
TRACT "D1"
TRACT "G"

CLASS C - 2200SF MIN. LIVABLE FLOOR AREA
CLASS D - 2000SF MIN. LIVABLE FLOOR AREA
CLASS H - 1200SF MIN. LIVABLE FLOOR AREA

N67°36'29"E 824.90'

N02°04'51"E 512.78'

S87°45'39"W 590.90'

N02°04'51"E 637.75'

S86°30'31"W 1230.35'

N02°04'51"E 100.47'

S86°30'31"W 1240.11'

S84°25'23"W 407.04'

S03°29'29"E 100.00'

R=11315.20'
L=7.84'
Δ=0°02'23"
ITB=S84°24'31"W

S01°58'38"W 1292.27' (M&P)
S01°58'38"W 1292.30' DEED)

N86°30'31"E 1319.93'

N86°30'31"E 1320.91'

S86°23'05"W 1321.01'

S01°52'55"W 109.42'

S87°31'21"E 2621.90'
S87°31'27"E 2621.92'
S87°28'47"E 2626.40'
S87°29'17"E 2642.39'
S87°11'41"E 2623.55'

1/2" REBAR
5/8" REBAR
REBAR W/ MOLS 215 CAP
1/2" REBAR W/ CAP
1/2" REBAR 5.0 W. OF FENCE AT CORNER

8" TRAIL

MOW LINE
CART PATH

POINT OF COMMENCING TRACT 2
NE. CORNER, SW. 1/4 SECTION 33-49-30 FND 5/8" RB

SE. CORNER, NW. 1/4 SECTION 33-49-30 FND 5/8" RB

SW. CORNER, NE. 1/4 SECTION 33-49-30 FND 5/8" RB

POINT OF BEGINNING TRACT 2

TRACT 2
408,344.90 SF
9.374 ACRES ±

EDDB
EWDB

24" RCP

910+00
920+00

PROPOSED ROAD WIDENING
N. EDGE OF HWY 40 IS ON CENTERLINE
PRIVATE DRIVE

30' W/E DOC 1992I1154228 B I 2330, P 2389 & B I 2341, P 421

30' W/E DOC 1992I1154228 B I 2330, P 2389 & B I 2341, P 421

1.20' RIGHT OF ACCESS B I21, P 298

QUIT CLAIM DEED 2014E0065067

GRAIN VALLEY AIRPORT CORP.

5/8" REBAR

U.S. HWY 40
S. HWY 40

273.00' M/W
280.00' M/W
14' R/W

SCALE: 1" = 100'

LEGEND:

B/B	BACK TO BACK OF CURB
CMP	CORRUGATED METAL PIPE
RCB	REINFORCED CONCRETE BOX
ROW or R/W	RIGHT-OF-WAY
S/E	SANITARY SEWER EASEMENT
x	FENCE - BARBED WIRE
	EXISTING LOT AND R/W LINES
	EXISTING PLAT LINES
STO	STORM SEWER
OHP	OVERHEAD POWER LINE
●	FOUND 1/2" REBAR WITH 2134 CAP UNLESS OTHERWISE NOTED
■	FOUND MONUMENT AS NOTED
○	SET 1/2" REBAR WILS-8659-F CAP UNLESS OTHERWISE NOTED
T	TELEPHONE PEDESTAL
	POWER POLE
	FIRE HYDRANT
	WATER VALVE

R D MIZE RD.
BRZENDINE RD.
SNI A BAR PKWY.
BARR RD.
HIGHWAY 40
AA HIGHWAY
NE1/4
NW1/4
SW1/4
SE1/4
TRACT 1
TRACT 2
STA. 885+50 (997.6) FED. PROJECT NO. F-I 352 (11)
674.00'
1/2" REBAR
5/8" REBAR
2" ALUMINUM CAP LS2126
1/2" BENT REBAR
1/2" REBAR 758 CAP

SECTION 33-49-30

LOCATION MAP
SCALE 1" = 2000'

Description as provided in First American Title Insurance Company Commitment No. 1657407.
The Land referred to herein below is situated in the County of Jackson, State of Missouri, and is described as follows:

TRACT 1:

All that part of the Southeast One-Quarter of the Northwest One-Quarter, the Southwest One-Quarter of the Northeast One-Quarter, the Northeast One-Quarter of the Southwest One-Quarter and the Northwest One-Quarter of the Southeast One-Quarter all in Section 33, Township 49 North, Range 30 West, Jackson County, Missouri, being more particularly described as follows:

COMMENCING at the Northeast corner of the Northwest One-Quarter of said Section 33; thence South 02 degrees 04 minutes 51 seconds West along the East line of the Northwest One-Quarter of said Section 33 a distance of 1321.02 feet to a point being the Northwest corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33 also being THE POINT OF BEGINNING; thence South 87 degrees 31 minutes 40 seconds East along the North line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33 a distance of 1313.38 feet to a point being the Northeast corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33; thence South 01 degrees 58 minutes 33 seconds West along the East line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33 a distance of 1292.30 feet to a point on the North right-of-way line of U.S. Highway Number 40 as now established; thence along the said North right-of-way line on a curve to the right having an initial tangent bearing of South 84 degrees 24 minutes 31 seconds West, a radius of 11315.20 feet a distance of 7.84 feet to a point; thence continuing along said North right-of-way South 84 degrees 25 minutes 23 seconds West a distance of 407.04 feet to a point; thence continuing along said North right-of-way South 86 degrees 30 minutes 31 seconds West a distance of 1230.35 feet to a point; thence North 02 degrees 04 minutes 51 seconds East a distance of 637.75 feet to a point; thence South 87 degrees 45 minutes 39 seconds West a distance of 590.90 feet to a point; thence North 08 degrees 42 minutes 49 seconds East a distance of 512.78 feet to a point; thence North 67 degrees 36 minutes 29 seconds East a distance of 824.00 feet to a point; thence South 87 degrees 28 minutes 34 seconds East a distance of 100.03 feet to a point on the East line of the Southwest One-Quarter of the Northwest One-Quarter of said Section 33; thence North 02 degrees 04 minutes 51 seconds East along said East line a distance of 32.86 feet to the point of beginning.

TRACT 2:

All that part of the Northeast One-Quarter of the Southwest One-Quarter and the Northwest One-Quarter of the Southeast One-Quarter of Section 33, Township 49 North, Range 30 West lying North of the North Right of Way line of the Kansas City Southern Railway Company Right of Way and South of the U.S. Highway Number 40 Right of Way line, in Jackson County, Missouri, being more particularly described as follows:

Commencing at the Northeast corner of the Southwest One-Quarter of Section 33, Township 49 Range 30 East: thence South 01 degrees 47 minutes 32 seconds West along the East line of said Southwest One- Quarter a distance of 397.88 feet to a point on the South Right of way line of U.S. Highway Number 40 as now established, said point being the Point of Beginning; thence North 86 degrees 30 minutes 31 seconds East along said South Right of Way a distance of 1320.91 feet to a point on the East line of the Northwest One-Quarter of the Southeast One-Quarter of said Section 33; thence South 01 degrees 50 minutes 55 seconds West along said East line a distance of 109.42 feet to a point on the North Right of Way line of the Kansas City Southern Railway Company; thence South 86 degrees 23 minutes 05 seconds West along said North Right of Way line a distance of 1321.01 feet to a point on the East line of said Northwest One-Quarter of Section 33; thence continuing along said North Right of Way line South 79 degrees 23 minutes 04 seconds West a distance of 720.93 feet to a point of curvature; thence continuing along said North Right of Way line along a tangent curve to the left with a radius of 8744.41 feet, a central angle of 04 degrees 08 minutes 13 seconds, and a length of 631.38 feet to a point on the West line of the Northwest One-Quarter of the Southeast One-Quarter of said Section 33; thence North 01 degrees 58 minutes 33 seconds East along said West line a distance of 303.43 feet to a point on the South Right of Way of said U.S. Highway Number 40; thence North 86 degrees 30 minutes 31 seconds East along said South Right of Way a distance of 1319.93 feet to the Point of Beginning, except any part taken or used for Right of Way.

DESCRIPTION TRACT 3: as described in Quit Claim Deed. Document No. 2014E0065067

All that part of the Northeast One-Quarter of the Southwest One-Quarter and the Northwest One-Quarter of the Southeast One-Quarter of Section 33, Township 49 North, Range 30 West, Jackson County, Missouri, being more particularly described as follows:

COMMENCING at the Northeast corner of the Northwest One-Quarter of said Section 33; thence South 02 degrees 04 minutes 51 seconds West along the East line of the Northwest One-Quarter of said Section 33, a distance of 1321.02 feet to a point, being the Northwest corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33; thence South 87 degrees 31 minutes 40 seconds East along the North line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33, a distance of 1313.38 feet to a point, being the Northeast corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33; thence South 01 degrees 58 minutes 33 seconds West along the East line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33, a distance of 1292.30 feet to a point on the North right of way line of U.S. Highway Number 40 as now established; thence along the said North right of way line on a curve to the right having an initial tangent bearing of South 84 degrees 24 minutes 31 seconds West, a radius of 11315.20 feet a distance of 7.84 feet to a point; thence continuing along said North right of way South 86 degrees 30 minutes 31 seconds West, a distance of 1230.35 feet to a point; thence South 02 degrees 04 minutes 51 seconds West, a distance of 100.47 feet to a point, said point being 36.50 feet North of the centerline of U.S. Highway Number 40, per Federal project No. F I.352(11), said centerline being the Northern paved edge of the existing roadway; thence North 86 degrees 30 minutes 31 seconds East along a line 36.50 feet North of and parallel to said centerline, a distance of 1240.11 feet to a point; thence North 03 degrees 29 minutes 29 seconds West, a distance of 100.00 feet to the POINT OF BEGINNING and containing 2.836 acres more or less.

TRACTS

TRACT A	408,344.90 SF	9.374 ACRES ±
TRACT B	1,000.00 SF	0.023 ACRES ±
TRACT C	1,000.00 SF	0.023 ACRES ±
TRACT D	1,000.00 SF	0.023 ACRES ±
TRACT E	1,000.00 SF	0.023 ACRES ±
TRACT F	1,000.00 SF	0.023 ACRES ±
TRACT G	1,000.00 SF	0.023 ACRES ±
TRACT H	1,000.00 SF	0.023 ACRES ±
TRACT I	1,000.00 SF	0.023 ACRES ±
TRACT J	1,000.00 SF	0.023 ACRES ±
TRACT K	1,000.00 SF	0.023 ACRES ±

SITE DATA:

EXISTING ZONING	AG
PROPOSED ZONING	PD-R
OVERLAY DISTRICT	ADP-O (ADAMS DAIRY PARKWAY)
GROSS AREA	11.459 ACRES
ROW AREA	11.459 ACRES
NET AREA	50.784 ACRES
LOT TOTAL	179 LOTS
UNIT TOTAL	224 UNITS
UNIT DENSITY (224/71.617*3.13)	3.13 UNITS/ACRES

OPEN SPACE DATA:

MINIMUM ACTIVE OPEN SPACE REQUIRED	9.34 ACRES (15%)
ACTIVE OPEN SPACE PROVIDED	12.25 ACRES (TRACTS C,D,H,J,I)
FORMAL USE TYPES	TRAIL (TRACTS D,H, I, J) POCKET PARK (TRACT D) PRESERVATION (TRACTS I, J)

CLASS H (YELLOW)

LOT #	AREA (SF)	LOT #	AREA (SF)	LOT #	AREA (SF)
1	12,000	41	12,000	81	12,000
2	12,000	42	12,000	82	12,000
3	12,000	43	12,000	83	12,000
4	12,000	44	12,000	84	12,000
5	12,000	45	12,000	85	12,000
6	12,000	46	12,000	86	12,000
7	12,000	47	12,000	87	12,000
8	12,000	48	12,000	88	12,000
9	12,000	49	12,000	89	12,000
10	12,000	50	12,000	90	12,000
11	12,000	51	12,000	91	12,000
12	12,000	52	12,000	92	12,000
13	12,000	53	12,000	93	12,000
14	12,000	54	12,000	94	12,000
15	12,000	55	12,000	95	12,000
16	12,000	56	12,000	96	12,000
17	12,000	57	12,000	97	12,000
18	12,000	58	12,000	98	12,000
19	12,000	59	12,000	99	12,000
20	12,000	60	12,000	100	12,000
21	12,000	61	12,000	101	12,000
22	12,000	62	12,000	102	12,000
23	12,000	63	12,000	103	12,000
24	12,000	64	12,000	104	12,000
25	12,000	65	12,000	105	12,000
26	12,000	66	12,000	106	12,000
27	12,000	67	12,000	107	12,000
28	12,000	68	12,000	108	12,000
29	12,000	69	12,000	109	12,000
30	12,000	70	12,000	110	12,000
31	12,000	71	12,000	111	12,000
32	12,000	72	12,000	112	12,000
33	12,000	73	12,000	113	12,000
34	12,000	74	12,000	114	12,000
35	12,000	75	12,000	115	12,000
36	12,000	76	12,000	116	12,000
37	12,000	77	12,000	117	12,000
38	12,000	78	12,000	118	12,000
39	12,000	79	12,000	119	12,000
40	12,000	80	12,000	120	12,000

CLASS C (GREEN)

LOT #	AREA (SF)	LOT #	AREA (SF)	LOT #	AREA (SF)
121	12,000	141	12,000	161	12,000
122	12,000	142	12,000	162	12,000
123	12,000	143	12,000	163	12,000
124	12,000	144	12,000	164	12,000
125	12,000	145	12,000	165	12,000
126	12,000	146	12,000	166	12,000
127	12,000	147	12,000	167	12,000
128	12,000	148	12,000	168	12,000
129	12,000	149	12,000	169	12,000
130	12,000	150	12,000	170	12,000
131	12,000	151	12,000	171	12,000
132	12,000	152	12,000	172	12,000
133	12,000	153	12,000	173	12,000
134	12,000	154	12,000	174	12,000
135	12,000	155	12,000	175	12,000
136	12,000	156	12,000	176	12,000
137	12,000	157	12,000	177	12,000
138	12,000	158	12,000	178	12,000
139	12,000	159	12,000	179	12,000
140	12,000	160	12,000		

CLASS C (BLUE)

LOT #	AREA (SF)	LOT #	AREA (SF)	LOT #	AREA (SF)
180	12,000	200	12,000	220	12,000
181	12,000	201	12,000	221	12,000
182	12,000	202	12,000	222	12,000
183	12,000	203	12,000	223	12,000
184	12,000	204	12,000	224	12,000
185	12,000	205	12,000		
186	12,000	206	12,000		
187	12,000	207	12,000		
188	12,000	208	12,000		
189	12,000	209	12,000		
190	12,000	210	12,000		
191	12,000	211	12,000		
192	12,000	212	12,000		
193	12,000	213	12,000		
194	12,000	214	12,000		
195	12,000	215	12,000		
196	12,000	216	12,000		
197	12,000	217	12,000		
198	12,000	218	12,000		
199	12,000	219	12,000		

DUPLEX

LOT #	AREA (SF)	LOT #	AREA (SF)	LOT #	AREA (SF)
225	12,000	245	12,000	265	12,000
226	12,000	246	12,000	266	12,000
227	12,000	247	12,000	267	12,000
228	12,000	248	12,000	268	12,000
229	12,000	249	12,000	269	12,000
230	12,000	250	12,000	270	12,000
231	12,000	251	12,000	271	12,000
232	12,000	252	12,000	272	12,000
233	12,000	253	12,000	273	12,000
234	12,000	254	12,000	274	12,000
235	12,000	255	12,000	275	12,000
236	12,000	256	12,000	276	12,000
237	12,000	257	12,000	277	12,000
238	12,000	258	12,000	278	12,000
239	12,000	259	12,000	279	12,000
240	12,000	260	12,000	280	12,000
241	12,000	261	12,000	281	12,000
242	12,000	262	12,000	282	12,000
243	12,000	263	12,000	283	12,000
244	12,000	264	12,000	284	12,000

SCHLAGEL
ENGINEERS, PLANNERS, SURVEYORS, LANDSCAPE ARCHITECTS
14920 W 107th St • Lenexa, Kansas 66215
(913) 492-6400 • FAX (913) 492-0400
WWW.SCHLAGELASSOCIATES.COM

PREPARED BY:

SCHLAGEL & ASSOCIATES, P.A.

IRONWOOD
PRELIMINARY PLAT
HWY 40 AND SNI A BAR PKWY BLUE SPRINGS, MISSOURI

REVISION DATE	DESCRIPTION
08/29/2024	CITY COMMENTS
09/12/2024	CITY COMMENTS
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DRAWN BY: MJH
CHECKED BY: ALL
DATE PREPARED: 2024.08.08
PROJ. NUMBER: 24-181

PRELIMINARY PLAT

SHEET
PP1.0

Received
09/18/2024

Landscape Schedule

Symbol	Qty	Botanical Name	Common Name	Min.Root	Min.Size	Caliper	Remarks
OVERSTORY TREES = 8 Plant Units each							
	25	Pistacia chinensis 'Bubba'	Shademaster Pistachio			2"	6' min. clear, ground to canopy
	10	Platanus x acerifolia	London Plane Tree			2"	6' min. clear, ground to canopy
	68	Acer x rhamotum 'Bowhall'	Pacific Sunset Maple			2"	6' min. clear, ground to canopy
	78	Quercus bicolor	Swamp White Oak			2"	6' min. clear, ground to canopy
	25	Q. macrocarpa x Q. parvifolia	Prairie Elm			2"	6' min. clear, ground to canopy
	56	Quercus rubra	Northern Red Oak			2"	6' min. clear, ground to canopy
EVERGREEN TREES = 8 Plant Units each							
	34	Juniper chinensis	Eastern Red Cedar		6' Ht.		symmetrical pyramidal form
	9	Juniperus chinensis 'Hetzeii'	Hetzeii Juniper		6' Ht.		symmetrical pyramidal form
	10	Picea abies	Norway Spruce		6' Ht.		symmetrical pyramidal form
ORNAMENTAL TREES = 5 Plant Units each							
	31	Cercis canadensis	Eastern Redbud		6' Ht.		
DECIDUOUS SHRUBS/GRASSES = 1 Plant Units each							
	28	Liriope muscari 'Variegata'	Variegated Lilirope		1 gal.		Plant @ 18" O.C.
	21	Alium 'Millenium'	Onion - Ornamental		1 gal.		Plant @ 18" O.C.
	0	Abelia x grandiflora 'Kaleidoscope'	Kaleidoscope Abelia		5 gal.		Plant @ 4' O.C.
	24	Calamagrostis acutiflora 'Karl Foerster'	Feather Reed Grass		1 gal.		Plant @ 18" O.C.
EVERGREEN SHRUBS = 1 Plant Units each							
	49	Juniperus chinensis 'Sea Green'	Sea Green Juniper		3 gal.		Plant @ 4' O.C.
	7	Juniperus chinensis 'Gold Coast'	Gold Coast Juniper		5 gal.		Plant @ 4' O.C.
	14	Juniperus horizontalis 'Wiltoni'	Blue Rug Juniper		1 gal.		Plant @ 24" O.C.
EXISTING TREES/SHRUBS TO BE PRESERVED							

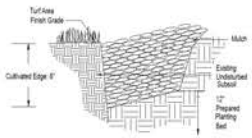
Landscape Notes

Street trees are required adjacent to all street rights-of-way at a spacing of 1 large/medium shade tree per 75 feet of frontage or 1 small shade/ornamental tree per 40 feet of frontage.

Landscape Calculations Chart

Parcel Zoning: Single-Family/ PUD/Restricted Overlay

Location/ Tract	Buffer Detail: Length (minus intersecting ROW's)	Buffer Type	Buffer Width Provided	Calcs. pu Required	Est. Plant Units	Proposed Plant Units: Shade Trees (8 pu)	Ornamental Trees (5 pu)	Evergreen Trees (5 pu)	Upright Evergreens (3 pu)	Shrub/ Perennials (1 pu)	Subtotals: Minimum Provided	Requirements Met
Adj. to Hwy 40 (South)	1176	15' / 15' Min	30' (min)	471	0	164	60	160	0	48	472	YES
Adj. to Common Zoning (East, West, North)	NA	10' / 15' Min	Varies	NA	Thousands	0	0	0	0	0	NA	YES
	Site SF			Open Space Landscaping - 1 unit per 500 SF - Amenity Area (37,643/500 = 75)								
Open Space Landscaping	37,643			75	0	90	30	135	0	0	201	YES
	Total Stalls	Units Req.		Parking Lot Landscaping - 2 unit per uncovered stall								YES
Park Lot	12	2		24	0	24	0	0	0	0	24	YES
TOTALS				570	Thousands	304	90	315	0	48	757	YES



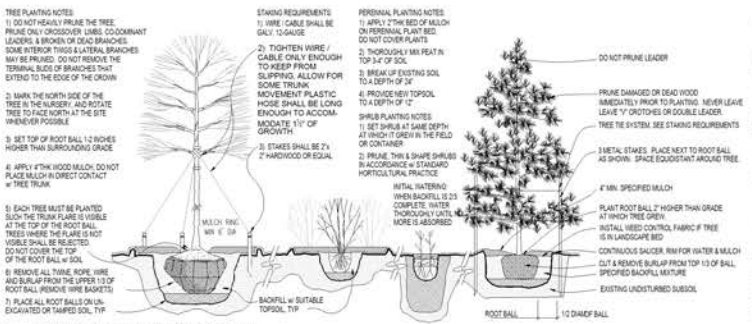
2 CULTIVATED EDGE DETAIL
SCALE: NTS

Planting Notes

1. Location of all existing utilities needs to done before commencing work.
2. The planting plan graphically illustrates overall plant massings. Each plant species massing shall be placed in the field to utilize the greatest coverage of ground plane. The following applies for individual plantings:
a. Creeping groundcover shall be a minimum of 6" from paving edge.
b. All trees shall be a minimum of 3' from paving edge.
c. All plants of the same species shall be equally spaced apart and placed for best aesthetic viewing.
d. All shrubs shall be a minimum of 2' from paved edge.
3. Mulch all planting bed areas to a minimum depth of 3". Mulch individual trees to a minimum depth of 4".
4. Note: If plants are not labeled - they are existing and shall remain.
5. In the event of work in or on a JCW sanitary main, any trees or plantings placed within the sewer easement may be removed without replacement or compensation there-of and shall be replaced by the property owner as required by the City.
6. All landscaped areas in ROW shall be sodded and irrigated unless otherwise specified.

Materials:
1. Plant material shall be healthy, vigorous, and free of disease and insects as per AAN standards.
2. Shredded bark mulch installed at trees shall be finely chipped and shredded hardwood chips, consisting of pure wood products and free of all other foreign substances. Pine bark compost mulch installed at planting bed areas shall be free of all other foreign substances.

Installation:
1. All planting beds shall be amended with 1 cubic yard of peat moss per 1,000 square feet. Till peat moss into soil to a 6" depth. A 10-10-10 fertilizer shall be spread over all planting areas prior to planting, at a rate of 50 pounds per 2,000 square feet.
2. After plants have been installed, all planting beds shall be treated with Dacthal pre-emergent herbicide prior to mulch application.
3. Plant pit backfill for trees and shrubs shall be 50% peat or well composted manure and 50% topsoil.
4. Plant material shall be maintained and guaranteed for a period of one year after Owner's acceptance of finished job. All dead or damaged plant material shall be replaced at Landscape Contractor's expense.
6. Landscape contractor shall maintain all plant material until final acceptance, at which point the one year guarantee begins.



1 PLANTING INSTALLATION DETAILS
SCALE: NTS



3 STREET TREE AND BUFFER PLAN
SCALE: 1"=100'-0"

MEIER LANDSCAPE ARCHITECTURE
15245 Metcalf Ave.
Overland Park, KS 66223
913.787.2817

CLIENT
Ashlar Homes
2800 NW Hunter Dr,
Blue Springs, MO 64015

PROJECT
Ironwood Community
Hwy 40 and NW
Sni-A-Bar Dr.
Blue Springs, MO

SCALE: 1"=100' NORTH
0 100 200 300

Date: 8.29.2024
Project #: 1142
Landscape Plan

L3

Received
08/30/2024 10:40:41 AM



1 STREETSCAPE RENDERING ENLARGEMENT VIEW

SCALE: 1"=50'

MEIER
LANDSCAPE ARCHITECTURE
15245 Metcalf Ave.
Overland Park, KS 66223
913.787.2817

CLIENT
Ashlar Homes
2800 NW Hunter Dr,
Blue Springs, MO 64015

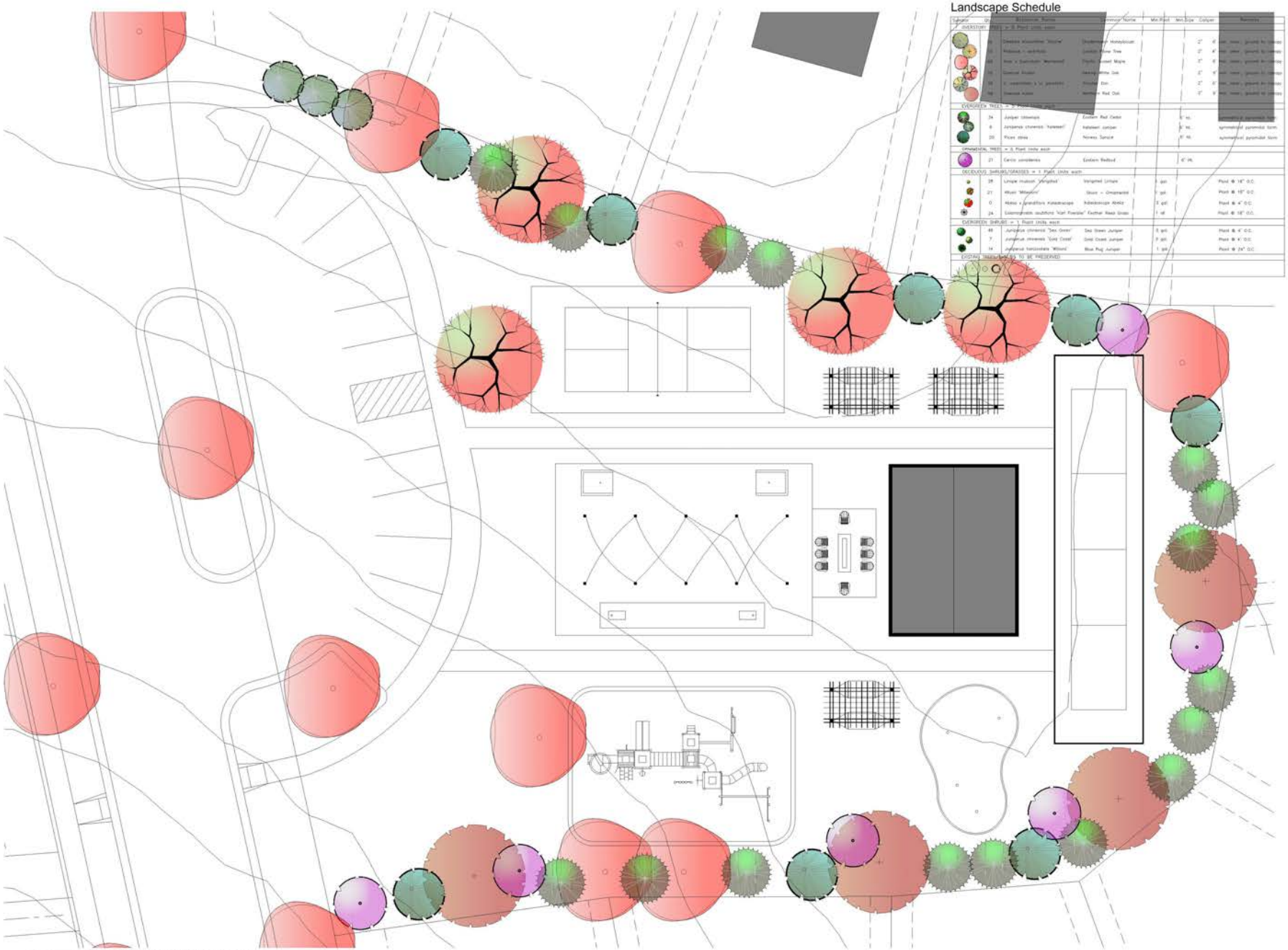
PROJECT
Ironwood Community
Hwy 40 and NW
Sni-A-Bar Dr.
Blue Springs, MO

SCALE: 1"=50' NORTH
0 50 100 150

Date: 8.29.2024
Project #: 1142
Landscape Plan

L4

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1 AMENITY AREA CONCEPT PLAN
SCALE: 1"=10'-0"

MEIER
LANDSCAPE ARCHITECTURE
15245 Metcalf Ave.
Overland Park, KS 66223
913.787.2817

CLIENT
Ashlar Homes
2800 NW Hunter Dr,
Blue Springs, MO 64015

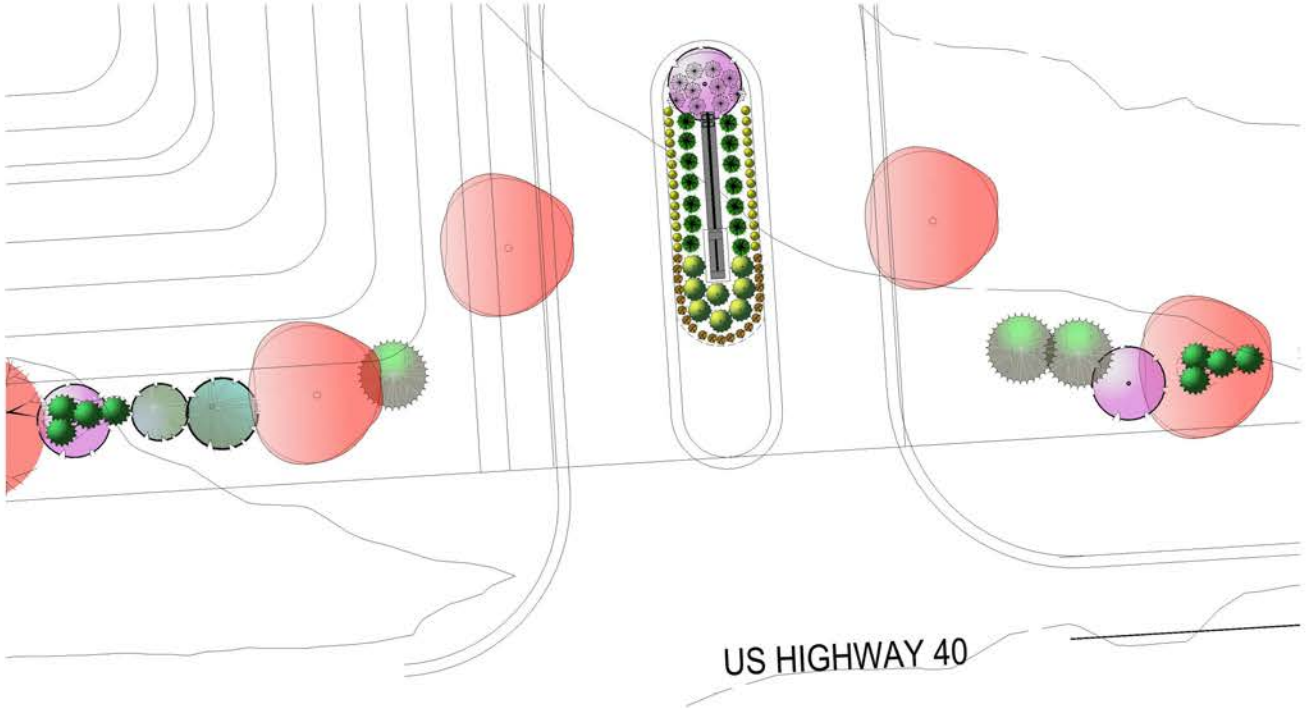
PROJECT
Ironwood Community
Hwy 40 and NW
Sni-A-Bar Dr.
Blue Springs, MO

SCALE: 1"=10'
NORTH
0 10 20 30

Date: 8.29.2024
Project #: 1142
Landscape Plan

L1

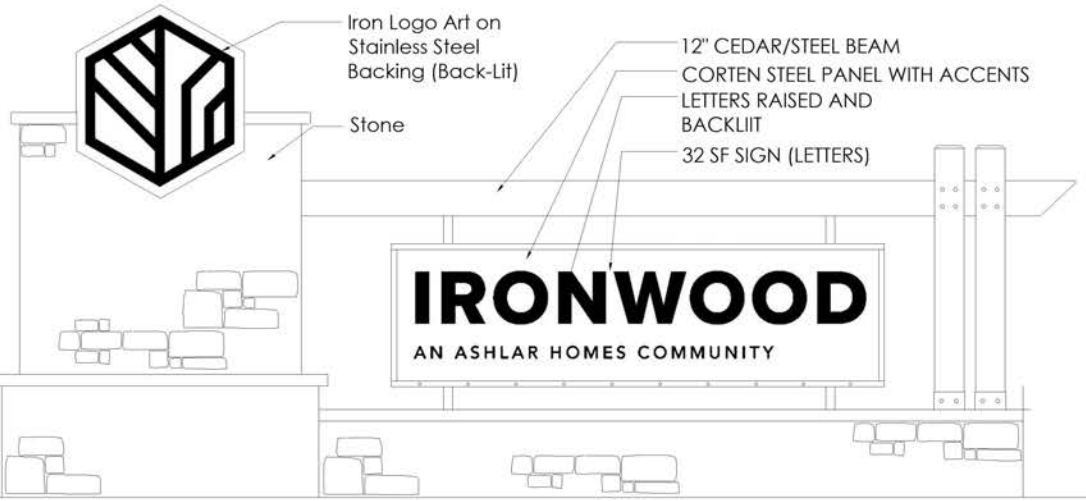
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1 MAIN ENTRY MONUMENT CONCEPT PLAN (PLAN VIEW)
SCALE: 1"=10'-0"

Landscape Schedule

Symbol	Qty	Botanical Name	Common Name	Min Root	Min Size	Caliper	Remarks
OVERSTORY TREES = 6 Plant Units each							
	23	Gleditsia triacanthos 'Skyline'	Shademaster Honeylocust			2"	6' min. clear, ground to canopy
	10	Platanus x acerifolia	London Plane Tree			2"	6' min. clear, ground to canopy
	68	Acer x truncatum 'Warrenred'	Pacific Sunset Maple			2"	6' min. clear, ground to canopy
	78	Quercus bicolor	Swamp White Oak			3"	6' min. clear, ground to canopy
	55	U. parvifolia x U. pumila	Frontier Elm			2"	6' min. clear, ground to canopy
	56	Quercus rubra	Northern Red Oak			2"	6' min. clear, ground to canopy
EVERGREEN TREES = 5 Plant Units each							
	34	Juniper chinensis	Eastern Red Cedar			6' ht.	symmetrical pyramidal form
	9	Juniperus chinensis 'Hetzeiii'	Hetzeiii Juniper			6' ht.	symmetrical pyramidal form
	20	Picea abies	Norway Spruce			6' ht.	symmetrical pyramidal form
ORNAMENTAL TREES = 5 Plant Units each							
	21	Cercis canadensis	Eastern Redbud			6' ht.	
DECIDUOUS SHRUBS/GRASSES = 1 Plant Units each							
	58	Liriope muscari 'Variegated'	Variegated Liriope		1 gal.		Plant @ 18" O.C.
	37	Allium 'Millenium'	Ornamental Onion		1 gal.		Plant @ 18" O.C.
	5	Abelia x grandiflora 'Kaleidoscope'	Kaleidoscope Abelia		3 gal.		Plant @ 4' O.C.
	24	Calamagrostis acutiflora 'Karl Foerster'	Feather Reed Grass		1 gal.		Plant @ 18" O.C.
EVERGREEN SHRUBS = 1 Plant Units each							
	68	Juniperus chinensis 'Sea Green'	Sea Green Juniper		3 gal.		Plant @ 4' O.C.
	7	Juniperus chinensis 'Gold Coast'	Gold Coast Juniper		3 gal.		Plant @ 4' O.C.
	14	Juniperus horizontalis 'Wiltonii'	Blue Rug Juniper		1 gal.		Plant @ 24" O.C.
EXISTING TREES/SHRUBS TO BE PRESERVED							



2 ENTRY MONUMENT CONCEPT (ELEVATION VIEW) FOR ILLUSTRATIVE PURPOSES ONLY
SCALE: NOT TO SCALE

MEIER
LANDSCAPE ARCHITECTURE
15245 Metcalf Ave.
Overland Park, KS 66223
913.787.2817

CLIENT
Ashlar Homes
2800 NW Hunter Dr,
Blue Springs, MO 64015

PROJECT
Ironwood Community
Hwy 40 and NW
Sni-A-Bar Dr.
Blue Springs, MO

SCALE: 1"=10' NORTH
0 10 20 30

Date: 8.29.2024
Project #: 1142
Landscape Plan

L2

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ASHLAR HOMES
816-228-1188
ASHLARHOMESKC.COM

Narrative for Rezoning Request: Ironwood Development, Blue Springs, Missouri

Ashlar Homes is pleased to present this rezoning request for the Ironwood development, a 71.62-acre tract of land situated off US Highway 40, just east of Adams Pointe Golf Club and directly south of Adams Pointe Village in Blue Springs, Missouri, within Jackson County. The vision for Ironwood is to create a harmonious community that offers a blend of single-family residences and twin villas, while preserving the natural beauty of the site and aligning with the City of Blue Springs Comprehensive Plan.

The proposed development seeks to integrate several key goals of the Comprehensive Plan, with a primary focus on preserving the existing vegetation. A dedicated stream corridor will be established to maintain the green and natural amenities that define the site, enhancing the community's environmental appeal. Currently, the site is zoned as "AG," but to realize the full potential of this mixed-use development, we are requesting a rezoning to PD-R (Planned Development Residential).

Reasons for Rezoning:

The rezoning is necessary to facilitate the development of both single-family homes and twin villas, which are not accommodated under the current "AG" zoning. The Comprehensive Plan designates this area for low-density multifamily use, and our proposal adheres to this vision by placing low-density multifamily housing along the Highway 40 corridor, providing a buffer from the highway. As the development transitions northward across the property, it will introduce similarly priced homes to those in the adjacent Adams Pointe Village, fulfilling Goal #3 of the Comprehensive Plan by integrating diverse housing options suitable for various life stages.

Community Integration and Transition:

Ironwood has been thoughtfully designed to complement the surrounding Adams Pointe Village community, which consists of Class A and B lots. To ensure a seamless transition, the northern portion of Ironwood will feature homes comparable in quality and style to those in Adams Pointe Village. Additionally, we have incorporated a tract of land between Ironwood and the northern community to serve as a buffer, preserving existing tree lines and maintaining the privacy of current residents.

Traffic and Accessibility:

A traffic study conducted as part of our planning process identified the need for turn lanes on Highway 40 in both eastbound and westbound directions. The connection of NE Pavilion Drive to Highway 40 will enhance access for residents of Adams Pointe

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Village, providing improved connectivity to both directions of the highway. No significant additional traffic impacts were identified.

Planned Development Approach:

We are proposing a PD-R plan to accommodate the variety of lot sizes and housing types envisioned for Ironwood. This approach allows for the creation of a diverse, maintenance-provided community that will appeal to the aging demographic in Blue Springs. The Comprehensive Plan notes a trend toward smaller household sizes, with an estimated 50% of households expected to be single-occupant by next year. Ironwood's low-maintenance homes, featuring fiber cement exterior siding, and a centrally located neighborhood gathering center with amenities like a pavilion, fire pit, turf field, and sport courts, will cater to the needs of this growing demographic.

In conclusion, the Ironwood development represents a thoughtful, community-focused approach to residential planning that aligns with the City of Blue Springs' vision for growth. We respectfully request your consideration of our rezoning application to enable the creation of this vibrant new community.

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Ironwood

A Planned Development

Applicant:
Ashlar Homes, LLC
2800 NW Hunter Drive, Blue Springs, MO 64015

Engineer:
Schlagel & Associates
14920 W 107th St,
Lenexa, KS 66215

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Streets 5
Development Standards 5
Platting 8
Signs 8
Fence 8
Restrictive Covenants 8
Design Standards:..... 8
Renderings of Floor Plans with Elevations..... Appendix

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ASHLAR HOMES
816-228-1188
ASHLARHOMESKC.COM

Community Vision:

Ashlar Homes is pleased to present this rezoning request for the Ironwood development, a 71.62-acre tract of land situated off US Highway 40, just east of Adams Pointe Golf Club and directly south of Adams Pointe Village in Blue Springs, Missouri, within Jackson County. The vision for Ironwood is to create a harmonious community that offers a blend of single-family residences and twin villas, while preserving the natural beauty of the site and aligning with the City of Blue Springs Comprehensive Plan.

The proposed development seeks to integrate several key goals of the Comprehensive Plan, with a primary focus on preserving the existing vegetation. A dedicated stream corridor will be established to maintain the green and natural amenities that define the site, enhancing the community's environmental appeal. Currently, the site is zoned as "AG - County" but to realize the full potential of this mixed-use development, we are requesting a rezoning to PD, Planned Development/ADP-O Adams Dairy Parkway-Overlay.

Project Goals:

The rezoning is necessary to facilitate the development of both single-family homes and twin villas, which are not accommodated under the current "AG-County" zoning. The Comprehensive Plan designates this area for low-density multifamily use, and our proposal adheres to this vision by placing low-density multifamily housing along the Highway 40 corridor, providing a buffer from the highway. As the development transitions northward across the property, it will introduce similarly priced homes to those in the adjacent Adams Pointe Village, fulfilling Goal #3 of the Comprehensive Plan by integrating diverse housing options suitable for various life stages.

Ironwood has been thoughtfully designed to complement the surrounding Adams Pointe Village community, which consists of Class A and B lots. To ensure a seamless transition, the northern portion of Ironwood will feature homes comparable in quality and style to those in Adams Pointe Village. Additionally, we have incorporated a tree preservation easement within a tract of land between Ironwood and the northern community to serve as a buffer, preserving existing tree lines and maintaining the privacy of current residents.

Property Description

Parcel Number: 36-710-01-03-00-0-00-000, 36-740-01-01-00-0-00-000, 36-720-02-03-01-0-00-000, 36-740-02-02-00-0-00-000,
36-730-02-01-00-0-00-000

Property Address: Unassigned, Location approximately 300' west of HWY 40 and NW SNI A Bar BLVD
Legal Description:
Description as provided in First American Title Insurance Company Commitment No. 1657407.
The Land referred to herein below is situated in the County of Jackson, State of Missouri, and is described as follows:

Scope & Concept

This PD document is being submitted to supplement the Unified Development Code (UDC) more specifically section 404.260 for PD zoning and Section 404.200 ADP-O for Adams Dairy Parkway Overlay District, which permits residential development. All regulations not specified in these Planned Development (PD) standards for the development shall conform to the requirements for each use, building type or most compatible zoning district as outlined in the Unified Development Code in effect at the time of development as determined by the Director. The Development Director may administratively approve a change to these PD Standards if the requested change is determined by the Development Director to be a minor amendment to the PD Standards.

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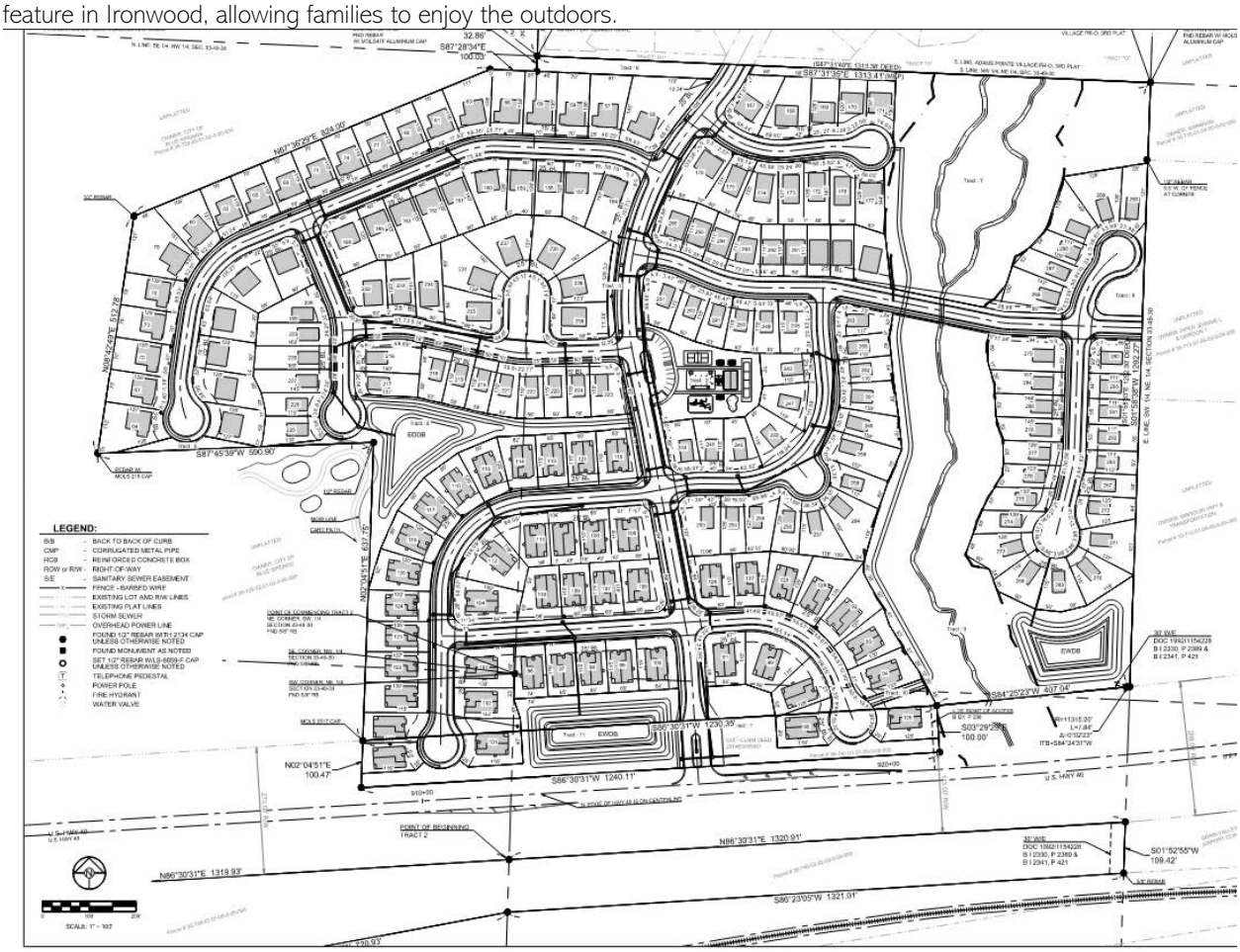
ASHLAR HOMES
816-228-1188
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The proposed PD, ADP-O plan for Ironwood accommodates the envisioned variety of lot sizes and housing types, supporting a diverse, maintenance-provided community that appeals to the aging demographic in Blue Springs. The attached concept plan is consistent with the 2022 ordinance and outlines specific zoning and development standards, including front-loaded single and two-family homes. The Comprehensive Plan anticipates smaller household sizes, with an estimated 50% of households expected to be single-occupant by next year. Ironwood's low-maintenance homes, featuring fiber cement exterior siding, and a centrally located neighborhood gathering center with amenities like a pavilion, fire pit, turf field, and sport courts, will cater to this growing demographic. The site plan, natural conveyance swales, and stream corridors guide the placement of homes, ensuring a cohesive and well-integrated development.

Tract 2 as shown on the south side of Hwy 40 is a remnant piece of ground from the original 40 HWY ROW. No development is proposed within this location and the area will remain as is today as preserved native vegetation and protected floodplain. This Tract will be utilized as part of the BMP package for the site.

Amenity Features:

The project includes a centrally located neighborhood amenity area with open green space, a children's play area, a cabana, and multiple outdoor activities. This area will also feature a fire pit, walking trails, and a central gathering area, making it a place for neighbors to gather and build community. Additionally, the preserved natural conveyance swale and stream corridor will create an approximately 10-acre tract of preserved existing trees along the drainage feature that bisects the east and west portions of the site. This centrally located neighborhood amenity will be a wonderful feature in Ironwood, allowing families to enjoy the outdoors.



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Development Plan

Landscaping
In addition to the neighborhood amenity area, the project includes a large preserved open space tract along the center of the project, as well as an open tract and Tree Preservation Easement along the Northern boundary. The landscape will meet the requirements of the City ordinances.

Street trees will be provided along all public streets as required by City ordinances.

Streets
Per the PD Concept plan submitted with this application it is shown that the streets have been arranged to provide connectivity in the project. The layout utilizes a residential collector street which will split the site running North to South. The plan includes 134 single family, and 45 two-family villa lots. All lots will have direct access to the internal local streets. Streets within the development will be constructed as public streets in accordance with City ordinance and dedicated at the time of final plat.

Development Standards
For Single-Family Lots all regulations within this will follow the listed standards below. All regulations not specified in these Planned Development (PD) standards for the development shall conform to the requirements for each use, building type or most compatible zoning district as outlined in the Unified Development Code in effect at the time of development as determined by the Director. The Development Director may administratively approve a change to these PD Standards if the requested change is determined by the Development Director to be a minor amendment to the PD Standards. Other issues, requirements or specifications not covered by these standards will be addressed by the general provisions, regulations and standards in the City of Blue Springs Unified Development Code in effect at the time of building permit application.

Ironwood has been thoughtfully designed to complement the surrounding Adams Pointe Village community, which consists of Class A and B lots. To ensure a seamless transition, the northern portion of Ironwood will feature Class C and Class D lots with homes over 2200 SF and 2000 SF respectively. These homes will be comparable in quality and style to those in Adams Pointe Village. Additionally, we have incorporated a tree preservation easement within a tract of land between Ironwood and the northern community to serve as a buffer, preserving existing tree lines and maintaining the privacy of current residents. Once inside of the community the internal lots will step down to Class H lots with homes over 1200 SF. The designations for each individual lot can be seen on the PD Concept Plan.

The two-family villas lots will serve as a buffer between HWY 40 and the single family lots. These lots will follow regulations and standards in the City of Blue Springs Unified Development Code in effect at the time of building permit application.

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Class C – 2200 SF OR GREATER (BLUE)

LOT DATA DETACHED HOUSE - NEIGHBORHOOD LOT:	
CLASS C - 2200SF OR GREATER (BLUE):	
LOT WIDTH	70' MIN.
LOT DEPTH	115'MIN.
MINIMUM LOT AREA PROPOSED	5,000 S.F.
MIN. LIVABLE FLOOR AREA:	CLASS C
FRONTAGE TYPE (407.030)	YARD SETBACK
BUILDING COVERAGE MAX	40%
SETBACK DATA:	
FRONT SETBACK PROPOSED	25'
INTERIOR SIDE SETBACK PROPOSED	8'
CORNER SIDE SETBACK PROPOSED	25'
REAR SETBACK PROPOSED	15'

Class D – 2000 SF OR GREATER (GREEN)

LOT DATA DETACHED HOUSE - SMALL LOT:	
CLASS D - 2000 SF OR GREATER (GREEN):	
LOT WIDTH	60' MIN.
LOT DEPTH	120'MIN.
MINIMUM LOT AREA PROPOSED	5,000 S.F.
MIN. LIVABLE FLOOR AREA:	CLASS D
FRONTAGE TYPE (407.030)	TERRACE
BUILDING COVERAGE MAX	70%
SETBACK DATA:	
FRONT SETBACK PROPOSED	25'
INTERIOR SIDE SETBACK PROPOSED	5'
CORNER SIDE SETBACK PROPOSED	12'
REAR SETBACK PROPOSED	25'

Class H – 1200 SF OR GREATER (YELLOW)

LOT DATA DETACHED HOUSE - SMALL LOT:	
CLASS H - 1200 SF OR GREATER (YELLOW):	
LOT WIDTH	50' MIN.
LOT DEPTH	111'MIN.
MINIMUM LOT AREA PROPOSED	5,000 S.F.
MIN. LIVABLE FLOOR AREA:	CLASS H
FRONTAGE TYPE (407.030)	TERRACE
BUILDING COVERAGE MAX	70%
SETBACK DATA:	
FRONT SETBACK PROPOSED	25'
INTERIOR SIDE SETBACK PROPOSED	5'
CORNER SIDE SETBACK PROPOSED	12'
REAR SETBACK PROPOSED	25'

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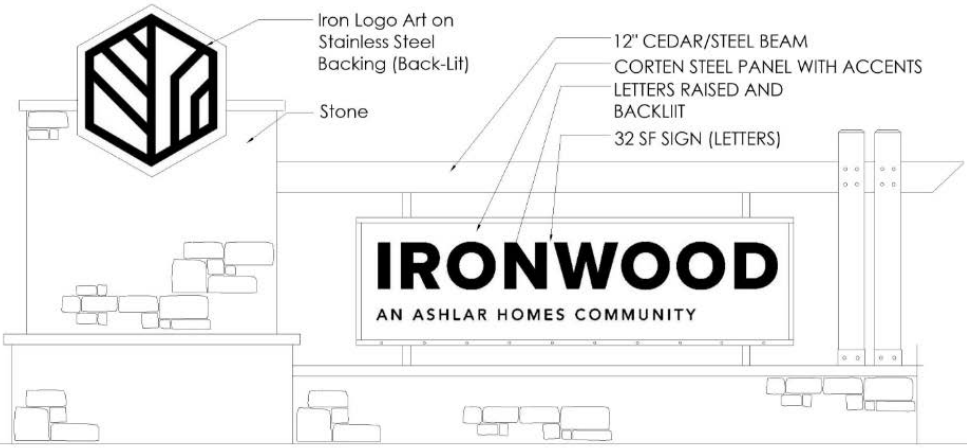
VILLAS LOTS

LOT DATA DUPLEX - NEIGHBORHOOD LOT:	
LOT WIDTH PER UDO	65' MIN.
LOT WIDTH PROPOSED	64' MIN.
LOT WITH PARTY WALL WIDTH PER UDO	32.5' MIN (MEASURED AT STBK)
LOT WITH PARTY WALL WIDTH PROPOSED	20' MIN. (MEASURE AT STBK)
LOT DEPTH	115'MIN.
MINIMUM LOT AREA PER UDO	7,200 S.F./3,600 W/PARTY WALL
MINIMUM LOT AREA PROPOSED	7,475 S.F.
FRONTAGE TYPE (407.030)	TERRACE
BUILDING COVERAGE MAX	70%
GARAGE COVERAGE % OF FRONT FAÇADE MAX PER UDO	25%
SETBACK DATA:	
FRONT SETBACK PROPOSED	25'
INTERIOR SIDE SETBACK PROPOSED	8'
CORNER SIDE SETBACK PROPOSED	20'
REAR SETBACK PROPOSED	20'

Platting
No building permit shall be issued until a subdivision final plat has been approved by the City of Blue Springs, in compliance with the Planned Development Concept Plan. Covenants shall be established for all platted areas to ensure consistency in development and to provide Home Owners Association for maintenance responsibilities of any common areas.

Parking Standards
Adequate parking will be provided for each single-family and two-family home constructed as each home will have a garage. Front loaded homes will have two spaces in the driveway.

Signs
Residential subdivision entrance signs may be installed along Northeast Pavilion Drive near HWY 40. These signs will be similar in appearance to the signs shown below, with cedar and stone as the primary materials.



2 ENTRY MONUMENT CONCEPT (ELEVATION VIEW) FOR ILLUSTRATIVE PURPOSES ONLY

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Fence
No fence shall be constructed on any Lot in the area between the front building line of any dwelling and the front lot line of any Lot. No fence on a corner lot shall be constructed beyond the side set-back line toward the street except for the community entry. Any privacy fence shall be constructed so that the framing shall be toward the inside of the owner's lot, provided, however, that this requirement shall not apply to portions of fences constructed on interior (non-street facing), common Lot lines shared by Owners/Members. All fences must be installed by a professional installer and shall be six foot (6') wood privacy fencing with vertical boards (not horizontal) and no chain-link fences, wire, hog wire, or other similar materials shall be permitted.

Restrictive Covenants
Restrictive covenants shall be adopted and recorded for the PD with the subdivision final plat. The maintenance of all common areas shall be the responsibility of the Home Owners Association.

Architectural Design Standards:

a) Design
Ironwood offers a combination of ranch and conventional style homes with 15 elevations and over 30 color palettes anticipated throughout the neighborhood. Additionally, all homes will have fiber cement siding with the option for a masonry upgrade. These options will be offered to provide diversity in the neighborhood streetscape. See available floor plan conceptual renderings and elevations at the end of this document. Of each floor plan, the developer will only use some of the elevations provided in this packet.

b) General Requirement & Upgrades

- Architectural elevations must go through the typical City Development Permit review process.
- No home shall have the same elevation as their immediate adjacent neighbor.
- All homes shall have roofs with dimensional asphalt shingles.
- Garage doors will be a mix of designs to include some with windows and some without windows.

Maintenance Provided Community

Ironwood will be a maintenance-provided community with a homeowners association that ensures a well-manicured environment. Amenities include yard maintenance and mowing, trash removal, tree and shrub pruning, and mulching/weeding of landscaping beds, with all homes featuring irrigation systems. The homes will have low-maintenance exteriors built with high-quality fiber cement siding and optional masonry on some front elevations. A non-monotony covenant will prevent the repetition of colors and front designs side by side or across the street, maintaining the community's long-term aesthetic appeal.

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2200
Sq Ft or Larger
(3 car garage)













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2200
Sq Ft or Larger
(2 car garage)












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2000
Sq Ft or Larger













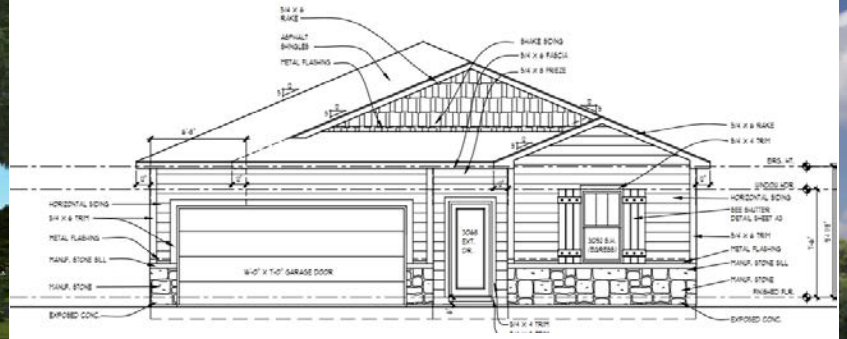






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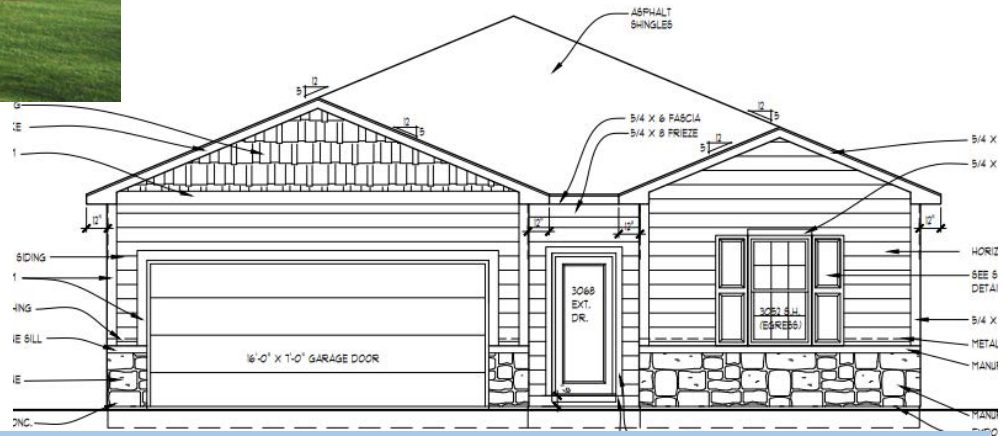






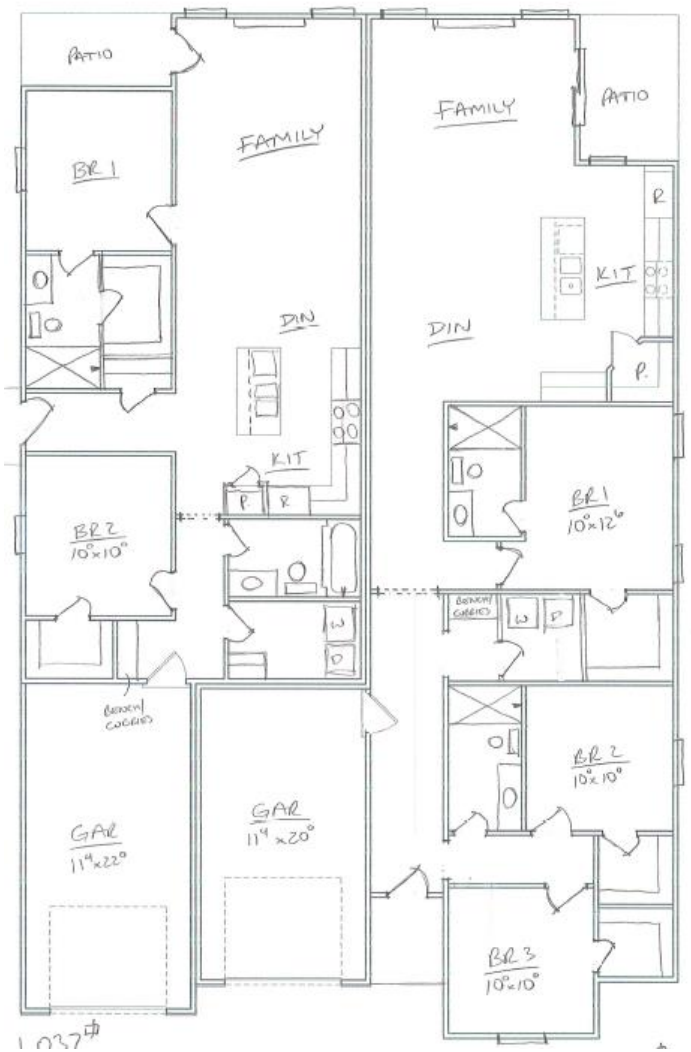






1300 Sq Ft or Larger

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Villa Product

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The City of Blue Springs Missouri

Planning Application

903 W Main Street, Blue Springs, MO | 816-228-0207
developmentsubmittals@bluespringsgov.com

OFFICE USE ONLY – *Updated 10-13-2020*
CASE #:
PC MEETING:
CC MEETING:
BOA MEETING:
NEWSPAPER:
NOTICE LETTERS:
PLANNER:

PROJECT LOCATION INFORMATION (*separate applications required if project boundaries differ*)

Ironwood
Project Name

Hwy 40 and Sni-A-Bar Road — see separate attached page
Project Address (Parcel ID if No Address Assigned or Multiple Addresses) — **Legal Description (attach as a separate page if too large)**

Existing Zoning	Existing Land Use	Proposed Zoning	Proposed Land Use	Total Acreage	# of Proposed Lots
AG- COUNTY	vacant	PD, Planned Development/ADP-O Adams Dairy Parkway - Overlay	Residential		

APPLICATION (*check all that apply*)

LAND USE
- ☐ Conditional Use
- ■ Rezoning
- ☐ General Development Plan

LAND SUBDIVISION
- ■ Preliminary Plat
- ☐ Final Plat
- ☐ Administrative Plat

MASTER PLANS
- ■ PD Concept Plan
- ☐ PD Final Plan
- ☐ PUD Concept Plan-Amended
- ☐ PUD Final Plan
- ☐ PRO Concept Plan-Amended
- ☐ PRO Final Plan
- ☐ Redevelopment Modification Plan

SITE DEVELOPMENT
- ☐ Appearance Review
- ☐ Site Plan/Design Review (SPDR)
- ☐ PD Final Plan / SPDR
- ☐ PUD Final Plan / SPDR
- ☐ Administrative SPDR

SIGNAGE
- ☐ Master Sign Plan
- ☐ Administrative Sign Plan
- ☐ Appeal for Minor Sign Adjustment

OTHERS
- ☐ Vacation
- ☐ Variance
- ☐ Alternative Dev. Standards

APPLICANT & PROPERTY OWNER INFORMATION

Name of Applicant	Company	Phone	Email Address
Shawn Woods	Ashlar Homes	816-228-1188	shawn@ashlarhomeskc.com

Address	City	State	Zip Code
2800 NW Hunter Drive	Blue Springs	MO	64015

I agree to allow the City of Blue Springs to copy and distribute all submitted project plans, materials, and information and post on the official City of Blue Springs web site as necessary for the project approval process, including public hearings. Furthermore, all submitted plans, materials, and information meet all UDC requirements unless specifically stated otherwise in an attached letter. Additionally, I agree that the Applicant and the Property Owner are jointly and severally liable to pay the City of Blue Springs all applicable fees and costs required for the project approval process.

X _____ 6/28/24
Applicant Signature — **Date**

Name of Property Owner	Phone	Email Address
Judy D Smith Revocable Living Trust 12-23-1996 (Judy D Smith, Trustee) Bellington Larry D Estate (by JoLynne Bellington, Executor) Bruce M Bellington Trust dated 9-30-2003 (Bruce M Bellington, Trustee)	N/A	N/A

Address	City	State	Zip Code
1565 Championship Blvd 1101 W Main (Box 402) 200 NW Lindsey Ln	Franklin Odessa Grain Valley	TN MO MO	37064 64076 64029

I declare, under penalty of perjury, that in applying for this application, I am the owner of this property and that the statements herein and all information herewith submitted are, to the best of my knowledge and belief, true and correct. In the event of corporate ownership, all Directors, Officers, Stockholders of each Corporation owning more than five percent (5%) of any class of stock is listed in an attached letter. With the signing and submittal of this application, I authorize 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 City Council, Boards & Commissions, and City Staff. Additionally, I agree that the Applicant and the Property Owner are jointly and severally liable to pay the City of Blue Springs all applicable fees and costs required for the project approval process.

X _____
Property Owner Signature Judy D. Smith, Trustee of the Judy D Smith Revocable Living Trust dated 12-23-1996 — **Date**

X _____
Property Owner Signature: JoLynne Bellington, Executor of the Bellington Larry D Estate — n Trst dated 9-30-2003 — Date

Rezoning; Planned Development Concept Plan; Preliminary Plat
RZ-08-24-9256; PDC-08-24-9257; PP-08-24-9258
Ironwood
Exhibit #2

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REQUIRED DOCUMENTS CHECKLIST FOR ALL APPLICATIONS			
	REQUIREMENT	**DESCRIPTION**	**NUMBER**
☐	**Project Location Information**	Complete 1st page of this Application	
☐	**Legal Description** *(digital copy required for public hearings only)*	One 8.5" x 11" copy & a digital copy in Microsoft Word format emailed to comdevlegal@bluespringsgov.com	
☐	**Plans Set Sealed by the Proper Entity Registered in the State of Missouri**	Full plans set folded & collated; See Guidebook for plans set requirements	Varies
		Reduced set of full plans set on 8.5" x 11"	1 set
☐	**Other Required Documents**	Other Required Documents such as Stormwater Study; Traffic Study; etc. on 8.5"x11"	2 sets
☐	**Application Specific Requirements Checklist**	Attach applicable pages from the Guidebook.	
☐	**Other Required Information**	See UDC Chapter 403 (Development Review Procedures) for any other required information. For Signage requirements, see Chapter 501 (Sign Code).	

PROJECT DESCRIPTION:

Received
08/30/2024 10:40:04 AM

CONTACT INFORMATION SHEET

PROJECT LEAD

Name	Company Name		
Shawn Woods	Ashlar Homes		
Address	**City**	**State**	**Zip**
2800 NW Hunter Drive	Blue Springs	MO	64015
Email	**Phone**	**Fax**	
shawn@ashlarhomeskc.com	816-228-1188	N/A	

DEVELOPER

Name	Company Name		
Shawn Woods	Ashlar Homes		
Address	**City**	**State**	**Zip**
2800 NW Hunter Drive	Blue Springs	MO	64015
Email	**Phone**	**Fax**	
shawn@ashlarhomeskc.com	816-228-1188	N/A	

ENGINEER

Name	Company Name		
Jake Hattock, PE	Schlagel		
Address	**City**	**State**	**Zip**
14920 W 107th Street	Lenexa	KS	66215
Email	**Phone**	**Fax**	
comments@schlagelassociates.com & JHattock@schlagelassociates.com	913-492-5158	N/A	

ARCHITECT

Name	Company Name		
Address	**City**	**State**	**Zip**
Email	**Phone**	**Fax**	

SURVEYOR

Name	Company Name		
David A Rinne, PS / Aaron T. Reuter, PS	Schlagel		
Address	**City**	**State**	**Zip**
14920 W 107th Street	Lenexa	KS	66215
Email	**Phone**	**Fax**	
comments@schlagelassociates.com & DR@schlagelassociates.com	913-492-5158	N/A	

LANDSCAPE ARCHITECT

Name	Company Name		
Daniel G. Foster, PLA / Jacob Brouillette	Schlagel		
Address	**City**	**State**	**Zip**
14920 W 107th Street	Lenexa	KS	66215
Email	**Phone**	**Fax**	
comments@schlagelassociates.com & JB@schlagelassociates.com	913-492-5158	N/A	

ATTORNEY

Name	Company Name		
Address	**City**	**State**	**Zip**
Email	**Phone**	**Fax**	

OTHER CONTACT

Name	Company Name		
Tiffany Ford	Ashlar Homes		
Address	**City**	**State**	**Zip**
2800 NW Hunter Drive	Blue Springs	MO	64015
Email	**Phone**	**Fax**	
tiffany@ashlarhomeskc.com	816-200-0830	N/A	

Received
08/30/2024 10:40:04 AM

FEE CALCULATION TABLE

	APPLICATION	FEE		TOTAL
	ANNEXATION			
ANNX	Annexation	$468 + Public Hearing[1]		$ _____
DEAX	De-Annexation	$468 + Public Hearing[1]		$ _____
	LAND USE			
CUP	Conditional Use	$468 + Public Hearing[1]		$ _____
RZ	Rezoning	$468 + Public Hearing[1]		$ _____
	General Development Plan	$0 + Public Hearing[1]		$ _____
	LAND SUBDIVISION			
PP	Plat – Preliminary	$440 + $4 per lot	#_____ lot(s)	$ _____
PF	Plat – Final	$270 + $2 per lot	#_____ lot(s)	$ _____
MSP	Minor Subdivision Plat	$110		$ _____
MLLA	Minor Lot Line Adjustment	$110		$ _____
	MASTER DEVELOPMENT PLANS			
PDC	PD Concept Plan	$506 + $22 per acre + Public Hearing[1]	#_____ acre(s)	$ _____
PDF	PD Final Plan	$275		$ _____
PUDC	Amended PUD Concept Plan	$506 + 22 per acre + Public Hearing[1]	#_____ acre(s)	$ _____
PUDF	PUD Final Plan	$242		$ _____
PROC	Amended PR-O Concept Plan	$506 + 22 per acre + Public Hearing[1]	#_____ acre(s)	$ _____
PROF	PR-O Final Plan	$242		$ _____
RMP	Redevelopment Modification Plan	$605 + Public Hearing[1]		$ _____
	SITE DEVELOPMENT			
AR	Appearance Review	$242		$ _____
SPDR	Site Plan / Design Review (SPDR)	$605		$ _____
ASPDR	Administrative SPDR	$550 if >750 sq. ft.; $0 if <750 sq. ft.	#_____ sq. ft.	$ _____
PDFS	PD Final Plan / SPDR	$847		$ _____
PUDFS	PUD Final Plan / SPDR	$847		$ _____
	SIGNAGE			
MASP	Master Sign Plan	$220		$ _____
	Administrative Sign Plan	$0		
	Appeal for Minor Sign Adjustment	$0		$ _____
	Appeal of Admin. Decision (Signage)	$0		$ _____
	OTHERS			
VAC	Vacation	$390 + Public Hearing[1]		$ _____
VAR	Variance	$484 + Public Hearing[1]		$ _____
	Alternative Development Standards	$0 + Public Hearing[1]		$ _____
UDCT	UDC Text Amendment	$500 + Public Hearing[1]		$ _____
AA	Appeal of Admin. Decision	$484 + Public Hearing[1]		$ _____
	TELECOMMUNICATIONS			
TCOM	Telecom. Pre-App	$110		$ _____
TCOM	Minor Telecommunications	$275		$ _____
TCOM	Major Telecommunications	$550		$ _____
	TOTAL	**OFFICE USE:** Card Cash or Check: # _____		$ _____

1. *Public Hearings require a newspaper advertisement and the posting of a notification sign. The applicant will be billed separately after the invoice for the newspaper advertisement is received by the City. Also, the applicant is responsible for the installation of the notification sign provided by the City. See the Appendix in the Application Specific Requirements document for Public Notification Requirements.*

Received
08/30/2024 10:40:04 AM

THE EXAMINER

AFFIDAVIT OF PUBLICATION

Notice ID: ijKZjfnoVapdUbKK111b
Ironwood

See Proof on Next Page

AFFIDAVIT OF PUBLICATION: #2654770

STATE OF MISSOURI, COUNTY OF JACKSON, SS:

Sherry Groves

I, Sherry Groves, of lawful age, being duly sworn upon oath, deposes and says that I am the Authorized Agent of Examiner, a publication that is a "legal newspaper" as that phrase is defined for the city of Indepenence, for the County of Jackson, in the state of Missouri, that this affidavit is Page 1 of 3 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

Sep. 7, 2024

Sherry Groves
Authorized Agent

Leanne Kaufenberg
Notary, State of MN, County of Redwood
Commission expires January 31, 2025

Printer's Fee: $520.67

LEANNE JOY KAUFENBERG
Notary Public
State of Minnesota
My Commission Expires
January 31, 2025

Rezoning; Planned Development Concept Plan;
Preliminary Plat
RZ-08-24-9256; PDC-08-24-9257; PP-08-24-9258
Ironwood
Exhibit #3

PUBLIC NOTICE

Rezoning I RZ-08-24-9256
and Planned Development Concept Plan
PDC-08-24-9257 I "Ironwood"
North and South of 40 Highway and
East of the Adams Pointe Golf Club
Parcels #
36-710-01-03-00-0-00-000; 36-720-02-03-01-0-00-000,
36-740-02-02-00-0-00-000; 36-730-02-01-00-0-00-000,
and 36-740-01-01-00-0-00-000

Notice is hereby given that a public hearing will be held by the Planning Commission of the City of Blue Springs on **Monday, September 23, 2024, at 6:30 p.m.** in the Council Chambers of the Howard L. Brown Public Safety Facility at 1100 SW Smith Street for the purpose of hearing interested parties and citizens on a request by the applicant, Shawn Woods of Ashlar Homes, on behalf of the property owners, Judy D. Smith Revocable Living Trust 12-23-1996, Bellington Larry D Estate, and Bruce M Bellington Trust dated 9/30/2003 , to Rezone 71.62 +/- acres of property from "AG-C" (Agriculture – County) to "PD-R" (Planned Development – Residential) and approve a Planned Development Concept Plan to develop a 179 lot residential subdivision comprised of 134 single family homes and 45 duplex buildings with an amenity area and open space tracts. Interested parties may view the application materials on file by contacting the Community Development Department via email at ComDevLegal@bluespringsgov.com or at City Hall at 903 W Main Street, Blue Springs, MO. The site is legally described as follows:

TRACT 1:
All that part of the Southeast One-Quarter of the Northwest One-Quarter, the Southwest One-Quarter of the Northeast One-Quarter, the Northeast One-Quarter of the Southwest One-Quarter and the Northwest One-Quarter of the Southeast One-Quarter all in Section 33, Township 49 North, Range 30 West, Jackson County, Missouri, being more particularly described as follows:
COMMENCING at the Northeast corner of the Northwest One-Quarter of said Section 33; thence South 02 degrees 04 minutes 51 seconds West along the East line of the Northwest One-Quarter of said Section 33 a distance of 1321.02 feet to a point being the Northwest corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33 also being THE POINT OF BEGINNING; thence South 87 degrees 31 minutes 40 seconds East along the North line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33 a distance of 1313.38 feet to a point being the Northeast corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33; thence South 01 degrees 58 minutes 33 seconds West along the East line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33 a distance of 1292.30 feet to a point on the North right-of-way line of U.S. Highway Number 40 as now established; thence along the said North right-of-way line on a curve to the right having an initial tangent bearing of South 84 degrees 24 minutes 31 seconds West, a radius of 11315.20 feet a distance of 7.84 feet to a point; thence continuing along said North right-of-way South 84 degrees 25 minutes 23 seconds West a distance of 407.04 feet to a point; thence continuing along said North right-of-way South 86 degrees 30 minutes 31 seconds West a distance of 1230.35 feet to a point; thence North 02 degrees 04 minutes 51 seconds East a distance of 637.75 feet to a point; thence South 87 degrees 45 minutes 39 seconds West a distance of 590.90 feet to a point; thence North 08 degrees 42 minutes 49 seconds East a distance of 512.78 feet to a point; thence North 67 degrees 36 minutes 29 seconds East a distance of 824.00 feet to a point; thence South 87 degrees 28 minutes 34 seconds East a distance of 100.03 feet to a point on the East line of the Southeast One-Quarter of the Northwest One-Quarter of said Section 33; thence North 02 degrees 04 minutes 51 seconds East along said East line a distance of 32.86 feet to the point of beginning.

TRACT 2:
All that part of the Northeast One-Quarter of the Southwest One-Quarter and the Northwest One-Quarter of the Southeast One-Quarter of Section 33, Township 49 North, Range 30 West lying North of the North Right of Way line of the Kansas City Southern Railway Company Right of Way and South of the U.S. Highway Number 40 Right of Way line, in Jackson County, Missouri, being more particularly described as follows: Commencing at the Northeast corner of the Southwest One-Quarter of Section 33, Township 49 Range 30 East; thence South 01 degrees 47 minutes 32 seconds West along the East line of said Southwest One- Quarter a distance of 397.88 feet to a point on the South Right of way line of U.S. Highway Number 40 as now established, said point being the Point of Beginning; thence North 86 degrees 30 minutes 31 seconds East along said South Right of Way a distance of 1320.91 feet to a point on the East line of the Northwest One-Quarter of the Southeast One-Quarter of said Section 33; thence South 01 degrees 52 minutes 55 seconds West along said East line a distance of 109.42 feet to a point on the North Right of Way line of the Kansas City Southern Railway Company; thence South 86 degrees 23 minutes 05 seconds West along said North Right of Way line a distance of 1321.01 feet to a point on the East line of said Southwest One-Quarter of Section 33; thence continuing along said North Right of Way line South 79 degrees 23 minutes 04 seconds West a distance of 720.93 feet to a point of curvature; thence continuing along said North Right of Way line along a tangent curve to the left with a radius of 8744.41 feet, a central angle of 04 degrees 08 minutes 13 seconds, and a length of 631.38 feet to a point on the West line of the Northeast One-Quarter of the Southwest One-Quarter of said Section 33; thence North 01 degrees 58 minutes 33 seconds East along said West line a distance of 303.43 feet to a point on the South Right of Way of said U.S. Highway Number 40; thence North 86 degrees 30 minutes 31 seconds East along said South Right of Way a distance of 1319.93 feet to the Point of Beginning, except any part taken or used for Right of Way.

TRACT 3: as described in Quit Claim Deed. Document No. 2014E0065067

All that part of the Northeast One-Quarter of the Southwest One-Quarter and the Northwest One-Quarter of the Southeast One-Quarter of Section 33, Township 49 North, Range 30 West, Jackson County, Missouri, being more particularly described as follows:

COMMENCING at the Northeast corner of the Northwest One-Quarter of said Section 33; thence South 02 degrees 04 minutes 51 seconds West along the East line of the Northwest One-Quarter of said Section 33, a distance of 1321.02 feet to a point, being the Northwest corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33; thence South 87 degrees 31 minutes 40 seconds East along the North line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33, a distance of 1313.38 feet to a point, being the Northeast corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33; thence South 01 degrees 58 minutes 33 seconds West along the East line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33, a distance of 1292.30 feet to a point on the North right of way line of U.S. Highway Number 40 as now established; thence along the said North right of way line on a curve to the right having an initial tangent bearing of South 84 degrees 24 minutes 31 seconds West, a radius of 11315.20 feet a distance of 7.84 feet to a point; thence continuing along said North right of way South 84 degrees 25 minutes 23 seconds West, a distance of 407.04 feet to the Point of Beginning; thence continuing along said North right of way South 86 degrees 30 minutes 31 seconds West, a distance of 1230.35 feet to a point; thence South 02 degrees 04 minutes 51 seconds West, a distance of 100.47 feet to a point, said point being 36.50 feet North of the centerline of U.S. Highway Number 40, per Federal project No. F.I.352(11), said centerline being the Northern paved edge of the existing roadway; thence North 86 degrees 30 minutes 31 seconds East along a line 36.50 feet North of and parallel to said centerline, a distance of 1240.11 feet to a point; thence North 03 degrees 29 minutes 29 seconds West, a distance of 100.00 feet to the POINT OF BEGINNING and containing 2.836 acres more or less.
s
CITY OF BLUE SPRINGS

Planning Commission
By: Dave McCumber I Development Review Manager

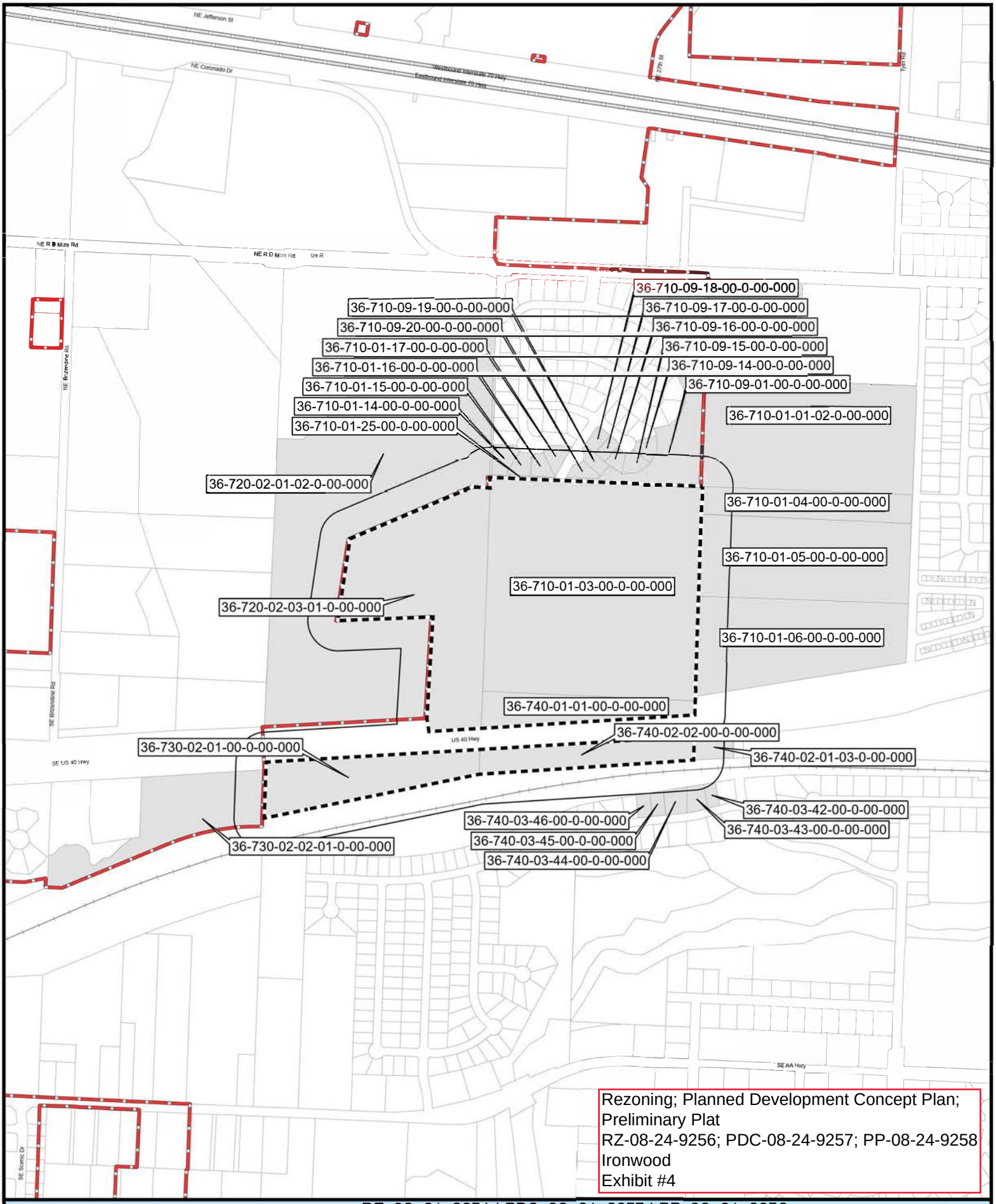
The City Council of the City of Blue Springs will also hold a public hearing on the above noted Rezoning (RZ-08-24-9256) and Planned Development Concept Plan (PDC-08-24-9257) on **Monday, October 7, 2024, at 6:00 p.m.** in the Council Chambers of the Howard L. Brown Public Safety Facility to consider the application and the recommendation of the Planning Commission.

CITY OF BLUE SPRINGS
City Council

PUBLISH: Saturday, September 7, 2024

Published in the Examiner, Sep 7, 2024

2654770



Rezoning; Planned Development Concept Plan; Preliminary Plat
RZ-08-24-9256; PDC-08-24-9257; PP-08-24-9258
Ironwood
Exhibit #4

The City of Blue Springs Missouri

RZ-08-24-9256 | PDC-08-24-9257 | PP-08-24-9258
PARCEL # 36-710-01-03-00-0-00-000 | 36-720-02-03-01-0-00-000 | 36-740-01-01-00-0-00-000 | 36-730-02-01-00-0-00-000 | 36-740-02-02-00-0-00-000
185' NOTIFICATION MAP

N

1 inch = 750 feet
Date: 8/5/2024

Parcel ID	Situs Address	Situs City	Situs State	Situs ZipCode	Owner	Owner Address
36-710-01-01-02-0-00-000	5214 BARR RD	UNINCORPORATED	MO	64029	SALLEE HOMES INC	PO BOX 6437 LEES SUMMIT, MO 64064
36-720-02-01-02-0-00-000	PUBLIC OWNED	BLUE SPRINGS	MO	64029	CITY OF BLUE SPRINGS	903 W MAIN ST BLUE SPRINGS, MO 64015
36-710-01-04-00-0-00-000	5302 NW BARR RD	GRAIN VALLEY	MO	64029	SWANSON GAYLORD LEON JR	5302 BARR RD GRAIN VALLEY, MO 64029
36-710-01-06-00-0-00-000	5400 NW BARR RD	GRAIN VALLEY	MO	64029	MISSOURI HWY & TRANSPORTATION	600 NE COLBERN RD LEES SUMMIT, MO 64086
36-740-03-44-00-0-00-000	1410 NW WILLOW DR	GRAIN VALLEY	MO	64029	HANDY JEFFREY W & SHERRI L	9500 KEYSTONE DR LEES SUMMIT, MO 64086
36-740-02-01-03-0-00-000	PUBLIC OWNED	GRAIN VALLEY	MO	64029	GRAIN VALLEY AIRPORT CORP	PO BOX 255 GRAIN VALLEY, MO 64029
36-740-02-02-00-0-00-000	NO ADDRESS ASSIGNED BY COUNTY	UNINCORPORATED	MO	64029	JUDY D SMITH REVOCABLE LIVING TRUST 12-23-1996 | BELLINGTON LARRY D ESTATE	1565 CHAMPIONSHIP BLVD FRANKLIN, TN 37064 | 1101 W MAIN ODESSA, MO 64076
36-720-02-03-01-0-00-000	NO ADDRESS ASSIGNED BY COUNTY	UNINCORPORATED	MO	64029	JUDY D SMITH REVOCABLE LIVING TRUST 12-23-1996 | BELLINGTON LARRY D ESTATE	1565 CHAMPIONSHIP BLVD FRANKLIN, TN 37064 | 1101 W MAIN ODESSA, MO 64076
36-740-01-01-00-0-00-000	NO ADDRESS ASSIGNED BY COUNTY	UNINCORPORATED	MO	64029	JUDY D SMITH REVOCABLE LIVING TRUST 12-23-1996 | BELLINGTON LARRY D ESTATE	1565 CHAMPIONSHIP BLVD FRANKLIN, TN 37064 | 1101 W MAIN ODESSA, MO 64076
36-740-03-45-00-0-00-000	1414 NW WILLOW DR	GRAIN VALLEY	MO	64029	HANDY JEFFREY W & SHERRI L	9500 KEYSTONE DR LEES SUMMIT, MO 64086
36-740-03-42-00-0-00-000	1402 NW WILLOW DR	GRAIN VALLEY	MO	64029	JEFFREY W HANDY & SHERRI L HANDY	9500 KEYSTONE DR LEES SUMMIT, MO 64086
36-740-03-43-00-0-00-000	1406 NW WILLOW DR	GRAIN VALLEY	MO	64029	HANDY JEFFREY W & SHERRI L	9500 KEYSTONE DR LEES SUMMIT, MO 64086
36-710-01-15-00-0-00-000	401 NE GREENVIEW DR	BLUE SPRINGS	MO	64029	MCPHERON CLAYTON JR & SMITH COURTNEY & DONALDSON BRENT M	401 GREENVIEW GRAIN VALLEY, MO 64029
36-710-01-16-00-0-00-000	400 NE GREENVIEW DR	BLUE SPRINGS	MO	64029	BISHOP PATRICK G & NATION DIANE S	400 NE GREENVIEW DR BLUE SPRINGS, MO 64029
36-730-02-01-00-0-00-000	NO ADDRESS ASSIGNED BY COUNTY	UNINCORPORATED	MO	64029	BRUCE M BELLINGTON TRUST DATED 09-30-2003	200 NW LINDSEY LN GRAIN VALLEY, MO 64029
36-740-03-46-00-0-00-000	1418 NW WILLOW DR	GRAIN VALLEY	MO	64029	HANDY JEFFREY W & SHERRI L	PO BOX 459 BLUE SPRINGS, MO 64013
36-710-01-17-00-0-00-000	404 NE GREENVIEW DR	BLUE SPRINGS	MO	64029	SINGH JASWANT & KAUR BALVIR	404 NE GREENVIEW DR BLUE SPRINGS, MO 64029
36-710-01-05-00-0-00-000	5350 NW BARR RD	GRAIN VALLEY	MO	64029	PIPER JEANNIE L & GORDON T	5350 NW BARR RD GRAIN VALLEY, MO 64029
36-730-02-02-01-0-00-000	NO ADDRESS ASSIGNED BY CITY	BLUE SPRINGS	MO	64014	WALSH BART & LINDA	3009 S OWENS SCHOOL RD INDEPENDENCE, MO 64057
36-710-01-25-00-0-00-000	403 NE GREENVIEW DR	BLUE SPRINGS	MO	64029	ADAM'S POINTE VILLAGE HOME OWNERS ASSOCIATION INC	1951 NE RICE RD LEES SUMMIT, MO 64064
36-710-01-14-00-0-00-000	405 NE GREENVIEW DR	BLUE SPRINGS	MO	64029	JOHNSON SCOTT T & MELISSA D	405 NE GREENVIEW DR BLUE SPRINGS, MO 64029
36-710-09-20-00-0-00-000	400 NE PAVILION DR	BLUE SPRINGS	MO	64029	SALLEE HOMES INC	PO BOX 6437 LEES SUMMIT, MO 64064
36-710-09-19-00-0-00-000	404 NE PAVILION DR	BLUE SPRINGS	MO	64029	SKOTS SERGEY	404 NE PAVILION DR BLUE SPRINGS, MO 64029
36-710-09-18-00-0-00-000	2700 NE WHEATLEY DR	BLUE SPRINGS	MO	64029	SALLEE HOMES INC	PO BOX 6437 LEES SUMMIT, MO 64064
36-710-09-17-00-0-00-000	2704 NE WHEATLEY DR	BLUE SPRINGS	MO	64029	SALLEE HOMES INC	PO BOX 6437 LEES SUMMIT, MO 64064
36-710-09-16-00-0-00-000	2708 NE WHEATLEY DR	BLUE SPRINGS	MO	64029	MCBEE KRISTI	1924 NE KATALINA AVE LEES SUMMIT, MO 64064
36-710-09-15-00-0-00-000	2712 NE WHEATLEY DR	BLUE SPRINGS	MO	64029	BROWN BRIAN K	2712 NE WHEATLEY DR GRAIN VALLEY, MO 64029
36-710-09-14-00-0-00-000	2713 NE WHEATLEY DR	BLUE SPRINGS	MO	64029	LANCASTER NICOLE	2713 NE WHEATLEY DR BLUE SPRINGS, MO 64029
36-710-09-01-00-0-00-000	2708 NE AMANDA LN	BLUE SPRINGS	MO	64029	ADAMS POINTE VILLAGE HOME OWNERS ASSOCIATION INC	PO BOX 6437 LEES SUMMIT, MO 64064
36-710-01-03-00-0-00-000	NO ADDRESS ASSIGNED BY COUNTY	UNINCORPORATED	MO	64029	JUDY D SMITH REVOCABLE LIVING TRUST 12-23-1996 | BELLINGTON LARRY D ESTATE	1565 CHAMPIONSHIP BLVD FRANKLIN, TN 37064 | 1101 W MAIN ODESSA, MO 64076

Rezoning; Planned Development Concept Plan;
Preliminary Plat
RZ-08-24-9256; PDC-08-24-9257; PP-08-24-9258
Ironwood
Exhibit #5

Blue Springs, Missouri
Community Development

September 7, 2024

Ref: Public Hearing: **Rezoning | RZ-08-24-9256 and Planned Development Concept Plan | PDC-08-24-9257**
"Ironwood"
North and South of 40 Highway and East of the Adams Pointe Golf Club
Parcels # 36-710-01-03-00-0-00-000, 36-720-02-03-01-0-00-000, 36-740-02-02-00-0-00-000, 36-730-02-01-00-0-00-000, and 36-740-01-01-00-0-00-000

Dear Property Owner:

A Public Hearing will be held by the Planning Commission and the City Council of the City of Blue Springs to receive comments from interested parties and citizens relative to a request by the applicant, Shawn Woods of Ashlar Homes, on behalf of the property owners, Judy D. Smith Revocable Living Trust 12-23-1996, Bellington Larry D Estate, and Bruce M Bellington Trust dated 9/30/2003, to Rezone 71.62 +/- acres of property from "AG-C" (Agriculture – County) to "PD-R" (Planned Development – Residential) and approve a Planned Development Concept Plan to develop a 179 lot residential subdivision comprised of 134 single family homes and 45 duplex buildings with an amenity area and open space tracts.

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

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

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

Planning Commission - Monday, September 23, 2024 @ 6:30 p.m.
&
City Council – Monday, October 7, 2024 @ 6:00 p.m.

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

Sincerely,

CITY OF BLUE SPRINGS
COMMUNITY DEVELOPMENT

Dave McCumber
Development Review Manager

Rezoning; Planned Development Concept Plan; Preliminary Plat
RZ-08-24-9256; PDC-08-24-9257; PP-08-24-9258
Ironwood
Exhibit #6

From: Tiffany Stenvall <tiffanyabuck@gmail.com>
Sent: Tuesday, September 17, 2024 2:11 PM
To: Chris Lievsay <clievsay@bluespringsgov.com>; Jerry Kaylor <jkaylor@bluespringsgov.com>; Mike Mallon <mmallon@bluespringsgov.com>; Galen Ericson <gericson@bluespringsgov.com>; Katie Tholen <Ktholen@bluespringsgov.com>; Ron Fowler <rfowler@bluespringsgov.com>; Susan Culpepper <sculpepper@bluespringsgov.com>
Subject: Adams Pointe Village

Some people who received this message don't often get email from tiffanyabuck@gmail.com. Learn why this is important

[CAUTION - EXTERNAL EMAIL] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Contact your IT Department when in doubt.

Hello,

I am sharing my concerns regarding the proposed developments near my home 2509 NE Wheatley Drive in Adams Pointe Village.

The proposed connection of RD mize to Highway 40 by running through a family filled neighborhood on Pavilion Drive is my most significant concern. The connection seems unnecessary as two alternative routuses already exist within 400 yards of this street. Our Neighborhood is filled with young children including my own 8 year old son, Connor. My utmost concern is the safety of our children in our neighborhood. Creating a cut though from a major hwy will significantly increase un necessary traffic though our addition putting children at risk.

Secondly, when our home was built there were stringent regulations on the min size requirement of homes. We as a community have invested significantly and complies with these standards. However, the new connecting development proposes houses as small as 1200 sq feet on the same street if connected to ours. This will significantly devalue our properties and undermine the respect of our efforts to develop and maintain a higher end neighborhood.

The proposed development includes a large multi-family homes section with apartments, townhomes and duplexes. We already have an oversupply of such properties in the area just west of Adams Point often owned by investors with no to little investment in the community. This could lead to depreciated home values for current residents. Also, we currently have overfilled schools that could not handle such a significant increase in the grade school population.

Rezoning; Planned Development Concept Plan; Preliminary Plat
RZ-08-24-9256; PDC-08-24-9257; PP-08-24-9258
Ironwood
Exhibit #9

Received
09/17/2024

I am writing to express my major concern that this plan would not be in the city's best interest. There are better ways to develop this land while maintaining the high quality character of Adams Point Village , Adams Point country club, and the city Of Blue Springs.

Thank you for your time and consideration in this matter.

Tiffany and John Stenvall

Received
09/17/2024

----- Forwarded Message -----

From: alice robinson <acrtpr@att.net>

To: clievasy@bluespringsgov.com <clievasy@bluespringsgov.com>

Sent: Tuesday, September 17, 2024 at 06:09:28 PM CDT

Subject: Adams Pointe Village Rezoning and Planned Development

I am writing to you with my family and neighbors deep concerns related to the development of 188+ homes and duplexes (none of which are comparable to the homes of Adams Pointe Village; much smaller square footage, smaller lot size, etc.) and the expansion of Pavillion as a through street from RD Mize to 40 Hwy.

We realize that development around our neighborhood is inevitable, however we are hoping a compromise can be made to preserve our beautiful neighborhood despite development around us.

Currently we have little traffic coming and going. The children are able to ride bikes, and play, enjoy our walking trail and woods with little worry about heavy traffic and a host of unknown people cutting through the neighborhood from RD Mize to 40 Hwy.

if you have ever cut through RD Mize to Barr Rd or Meadow to 40 Hwy you may have or perhaps may not have noticed there are NO children to be seen.

Not playing in their yards, not on bikes, not walking. Although there are many children that live off these streets the traffic that cuts through these neighborhoods creates an obvious concern for safety and this is why you see no children out and about near these two cut through streets.

If Pavillion must be opened beyond our neighborhood we believe placing a gate at the point where the new development and Adams Pointe Village meet would eliminate this concerning traffic. (Similar to one at park entries that are easily opened) It would preserve what we have and would also be safer and more appealing to the new families coming to the new development because they won't have the unwanted traffic.

We have lived here long enough to witness both Barr and Meadow place speed humps and electronic radar devices on the roads in an attempt to slow traffic and it hasn't worked.

Let's not forget the additional traffic that will impact RD Mize with the 55+ apartments nearing completion and "whatever" may be coming to the area behind Amazon. Lots and lots of vehicles looking for ways to avoid Coronado and Adams Dairy.

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09/17/2024

All of these concerns listed will also impact the value of our homes and property. Please consider a compromise and let us continue to enjoy our quiet (traffic free) beautiful community.

Sincerely,

Robinson family

Wheatley Dr

Adams Pointe Village

Received
09/17/2024

Introduced by Councilmember _____ BILL NO. 5265
(RZ-08-24-9256 & PDC-08-24-9257)

ORDINANCE NO. _____

AN ORDINANCE REZONING PROPERTY FROM "AG – C" (AGRICULTURAL – COUNTY) TO "PD – R/ADP – O" (PLANNED DEVELOPMENT – RESIDENTIAL/ADAMS DAIRY PARKWAY – OVERLAY) AND APPROVING A PLANNED DEVELOPMENT CONCEPT PLAN FOR IRONWOOD

WHEREAS, proper application having been made for Rezoning and a Planned Development (PD) Concept Plan of property hereinafter described; and

WHEREAS, after review of the PD Concept Plan with respect to such issues as density, impacting surrounding areas, and the adequacy of facilities and services, basic parameters are established for the development of the PD project; and

WHEREAS, in accordance with Title IV, Unified Development Code of the Municipal Code of the City of Blue Springs, Missouri, said application was referred to the Planning Commission for report and recommendation, and a public hearing was held September 23, 2024, which Commission, after said hearing, recommended that the applications for Rezoning and PD Concept Plan be approved; and

WHEREAS, thereafter a public hearing was held by City Council on October 7, 2024; and

WHEREAS, in accordance with Title IV, Unified Development Code of the Municipal Code of the City of Blue Springs, Missouri, it was determined that the change of zoning was appropriate at the location herein described; and WHEREAS, the City of Blue Springs, Missouri has regulated the development at this location by requiring that it be developed as a PD Concept Plan.

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

Section 1. That the following described tract of real estate is hereby rezoned from "AG" (Agriculture – County) to "PD – R/ADP - O" (Planned Development – Residential/Adams Dairy Parkway – Overlay). The site is legally described as:

Section 2. That the following described tract of real estate is hereby subject to the PD Concept Plan and standards for Ironwood. The site is legally described as:

The Land referred to herein below is situated in the County of Jackson, State of Missouri, and is described as follows:

TRACT 1:
All that part of the Southeast One-Quarter of the Northwest One-Quarter, the Southwest One-Quarter of the Northeast One-Quarter, the Northeast One-Quarter of the Southwest One-Quarter and the Northwest One-Quarter of the Southeast One-Quarter all in Section 33, Township 49 North, Range 30 West, Jackson County, Missouri, being more particularly described as follows:

COMMENCING at the Northeast corner of the Northwest One-Quarter of said Section 33; thence South 02 degrees 04 minutes 51 seconds West along the East line of the Northwest One-Quarter of said Section 33 a distance of 1321.02 feet to a point being the Northwest corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33 also being THE POINT OF BEGINNING; thence South 87 degrees 31 minutes 40 seconds East along the North line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33 a distance of 1313.38 feet to a point being the Northeast corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33; thence South 01 degrees 58 minutes 33 seconds West along the East line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33 a distance of 1292.30 feet to a point on the North right-of-way line of U.S. Highway Number 40 as now established; thence along the said North right-of-way line on a curve to the right having an initial tangent bearing of South 84 degrees 24 minutes 31 seconds West, a radius of 11315.20 feet a distance of 7.84 feet to a point; thence continuing along said North right-of-way South 84 degrees 25 minutes 23 seconds West a distance of 407.04 feet to a point; thence continuing along said North right-of-way South 86 degrees 30 minutes 31 seconds West a distance of 1230.35 feet to a point; thence North 02 degrees 04 minutes 51 seconds East a distance of 637.75 feet to a point; thence South 87 degrees 45 minutes 39 seconds West a distance of 590.90 feet to a point; thence North 08 degrees 42 minutes 49 seconds East a distance of 512.78 feet to a point; thence North 67 degrees 36 minutes 29 seconds East a distance of 824.00 feet to a point; thence South 87 degrees 28 minutes 34 seconds East a distance of 100.03 feet to a point on the East line of the Southeast One-Quarter of the Northwest One-Quarter of said Section 33; thence North 02 degrees 04 minutes 51 seconds East along said East line a distance of 32.86 feet to the point of beginning.

TRACT 2:
All that part of the Northeast One-Quarter of the Southwest One-Quarter and the Northwest One-Quarter of the Southeast One-Quarter of Section 33, Township 49 North, Range 30 West lying North of the North Right of Way line of the Kansas City Southern Railway Company Right of Way and South of the U.S. Highway Number 40 Right of Way line, in Jackson County, Missouri, being more particularly described as follows:

Commencing at the Northeast corner of the Southwest One-Quarter of Section 33, Township 49 Range 30 East: thence South 01 degrees 47 minutes 32 seconds West along the East line of said Southwest One- Quarter a distance of 397.88 feet to a point on the South Right of way line of U.S. Highway Number 40 as now established, said point being the Point of Beginning; thence North 86 degrees 30 minutes 31 seconds East along said South Right of Way a distance of 1320.91 feet to a point on the East line of the Northwest One-Quarter of the Southeast One-Quarter of said Section 33; thence South 01 degrees 52 minutes 55 seconds West along said East line a distance of 109.42 feet to a point on the North Right of Way line of the Kansas City Southern Railway Company; thence South 86 degrees 23 minutes 05 seconds West along said North Right of Way line a distance of 1321.01 feet to a point on the East line of said Southwest One-Quarter of Section 33; thence continuing along said North Right of Way line South 79 degrees 23 minutes 04 seconds West a distance of 720.93 feet to a point of curvature; thence continuing along said North Right of Way line along a tangent curve to the left with a radius of 8744.41 feet, a central angle of

04 degrees 08 minutes 13 seconds, and a length of 631.38 feet to a point on the West line of the Northeast One-Quarter of the Southwest One-Quarter of said Section 33; thence North 01 degrees 58 minutes 33 seconds East along said West line a distance of 303.43 feet to a point on the South Right of Way of said U.S. Highway Number 40; thence North 86 degrees 30 minutes 31 seconds East along said South Right of Way a distance of 1319.93 feet to the Point of Beginning, except any part taken or used for Right of Way.

DESCRIPTION TRACT 3: as described in Quit Claim Deed. Document No. 2014E0065067

All that part of the Northeast One-Quarter of the Southwest One-Quarter and the Northwest One-Quarter of the Southeast One-Quarter of Section 33, Township 49 North, Range 30 West, Jackson County, Missouri, being more particularly described as follows:

COMMENCING at the Northeast corner of the Northwest One-Quarter of said Section 33; thence South 02 degrees 04 minutes 51 seconds West along the East line of the Northwest One-Quarter of said Section 33, a distance of 1321.02 feet to a point, being the Northwest corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33; thence South 87 degrees 31 minutes 40 seconds East along the North line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33, a distance of 1313.38 feet to a point, being the Northeast corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33; thence South 01 degrees 58 minutes 33 seconds West along the East line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33, a distance of 1292.30 feet to a point on the North right of way line of U.S. Highway Number 40 as now established; thence along the said North right of way line on a curve to the right having an initial tangent bearing of South 84 degrees 24 minutes 31 seconds West, a radius of 11315.20 feet a distance of 7.84 feet to a point; thence continuing along said North right of way South 84 degrees 25 minutes 23 seconds West, a distance of 407.04 feet to the Point of Beginning; thence continuing along said North right of way South 86 degrees 30 minutes 31 seconds West, a distance of 1230.35 feet to a point; thence South 02 degrees 04 minutes 51 seconds West, a distance of 100.47 feet to a point, said point being 36.50 feet North of the centerline of U.S. Highway Number 40, per Federal project No. F.I.352(11), said centerline being the Northern paved edge of the existing roadway; thence North 86 degrees 30 minutes 31 seconds East along a line 36.50 feet North of and parallel to said centerline, a distance of 1240.11 feet to a point; thence North 03 degrees 29 minutes 29 seconds West, a distance of 100.00 feet to the POINT OF BEGINNING and containing 2.836 acres more or less.

Section 3. No land covered within this PD designation, or contained within the area described by Section 2 of this Ordinance, may be developed except in compliance with the Ironwood Planned Development Concept Plan approved herein by the City of Blue Springs or hereinafter revised, and the requirements of said PD Concept Plan shall include any staff recommendations contained in the staff report and presented to the Planning Commission at its September 23, 2024, meeting and to the City Council at its October 7, 2024, meeting, and approved by the City Council as conditions of development passage by this Ordinance and of this PD, and shall be deemed to include those conditions in addition to those contained in the Unified Development

Code (UDC) and in documents and drawings submitted to the Planning Commission and City Council and approved hereby, including the following conditions:

1. Approval based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC, unless modified by the Planned Development.

2. The PD and Building Type Standards shall regulate the allowable Building Types for the subdivision. Any standards not specifically outlined in the Concept Plan shall be regulated by the standards of the base zoning district or most similar building type.

3. A PD Final Plan and a Final Plat of each phase will be required prior to the issuance of building permits.

Section 4. The Planned Development (PD) Standards, attached and entered as Exhibit A to the Ordinance, that outline the development regulations shall govern the development within the PD. The PD Standards shall remain in place as long as the PD zoning remains on the property, unless the PD Concept Plan is amended.

Section 5. The PD Concept Plan, attached and entered as Exhibit B to the Ordinance, shall regulate the development pattern of the property.

Section 6. That this Ordinance shall be in full force and effect from and after its passage and approval.

Section 7. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 7th day of October 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

Exhibit A

ASHLAR HOMES

816-228-1188
ASHLARHOMESKC.COM

Ironwood

A Planned Development

Applicant:
Ashlar Homes, LLC
2800 NW Hunter Drive, Blue Springs, MO 64015

Engineer:
Schlagel & Associates
14920 W 107th St,
Lenexa, KS 66215

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ASHLAR HOMES
816-228-1188
ASHLARHOMESKC.COM

Community Vision:

Ashlar Homes is pleased to present this rezoning request for the Ironwood development, a 71.62-acre tract of land situated off US Highway 40, just east of Adams Pointe Golf Club and directly south of Adams Pointe Village in Blue Springs, Missouri, within Jackson County. The vision for Ironwood is to create a harmonious community that offers a blend of single-family residences and twin villas, while preserving the natural beauty of the site and aligning with the City of Blue Springs Comprehensive Plan.

The proposed development seeks to integrate several key goals of the Comprehensive Plan, with a primary focus on preserving the existing vegetation. A dedicated stream corridor will be established to maintain the green and natural amenities that define the site, enhancing the community's environmental appeal. Currently, the site is zoned as "AG - County" but to realize the full potential of this mixed-use development, we are requesting a rezoning to PD, Planned Development/ADP-O Adams Dairy Parkway-Overlay.

Project Goals:

The rezoning is necessary to facilitate the development of both single-family homes and twin villas, which are not accommodated under the current "AG-County" zoning. The Comprehensive Plan designates this area for low-density multifamily use, and our proposal adheres to this vision by placing low-density multifamily housing along the Highway 40 corridor, providing a buffer from the highway. As the development transitions northward across the property, it will introduce similarly priced homes to those in the adjacent Adams Pointe Village, fulfilling Goal #3 of the Comprehensive Plan by integrating diverse housing options suitable for various life stages.

Ironwood has been thoughtfully designed to complement the surrounding Adams Pointe Village community, which consists of Class A and B lots. To ensure a seamless transition, the northern portion of Ironwood will feature homes comparable in quality and style to those in Adams Pointe Village. Additionally, we have incorporated a tree preservation easement within a tract of land between Ironwood and the northern community to serve as a buffer, preserving existing tree lines and maintaining the privacy of current residents.

Property Description

Parcel Number: 36-710-01-03-00-0-00-000, 36-740-01-01-00-0-00-000, 36-720-02-03-01-0-00-000, 36-740-02-02-00-0-00-000,
36-730-02-01-00-0-00-000

Property Address: Unassigned, Location approximately 300' west of HWY 40 and NW SNI A Bar BLVD
Legal Description:
Description as provided in First American Title Insurance Company Commitment No. 1657407.
The Land referred to herein below is situated in the County of Jackson, State of Missouri, and is described as follows:

Scope & Concept

This PD document is being submitted to supplement the Unified Development Code (UDC) more specifically section 404.260 for PD zoning and Section 404.200 ADP-O for Adams Dairy Parkway Overlay District, which permits residential development. All regulations not specified in these Planned Development (PD) standards for the development shall conform to the requirements for each use, building type or most compatible zoning district as outlined in the Unified Development Code in effect at the time of development as determined by the Director. The Development Director may administratively approve a change to these PD Standards if the requested change is determined by the Development Director to be a minor amendment to the PD Standards.

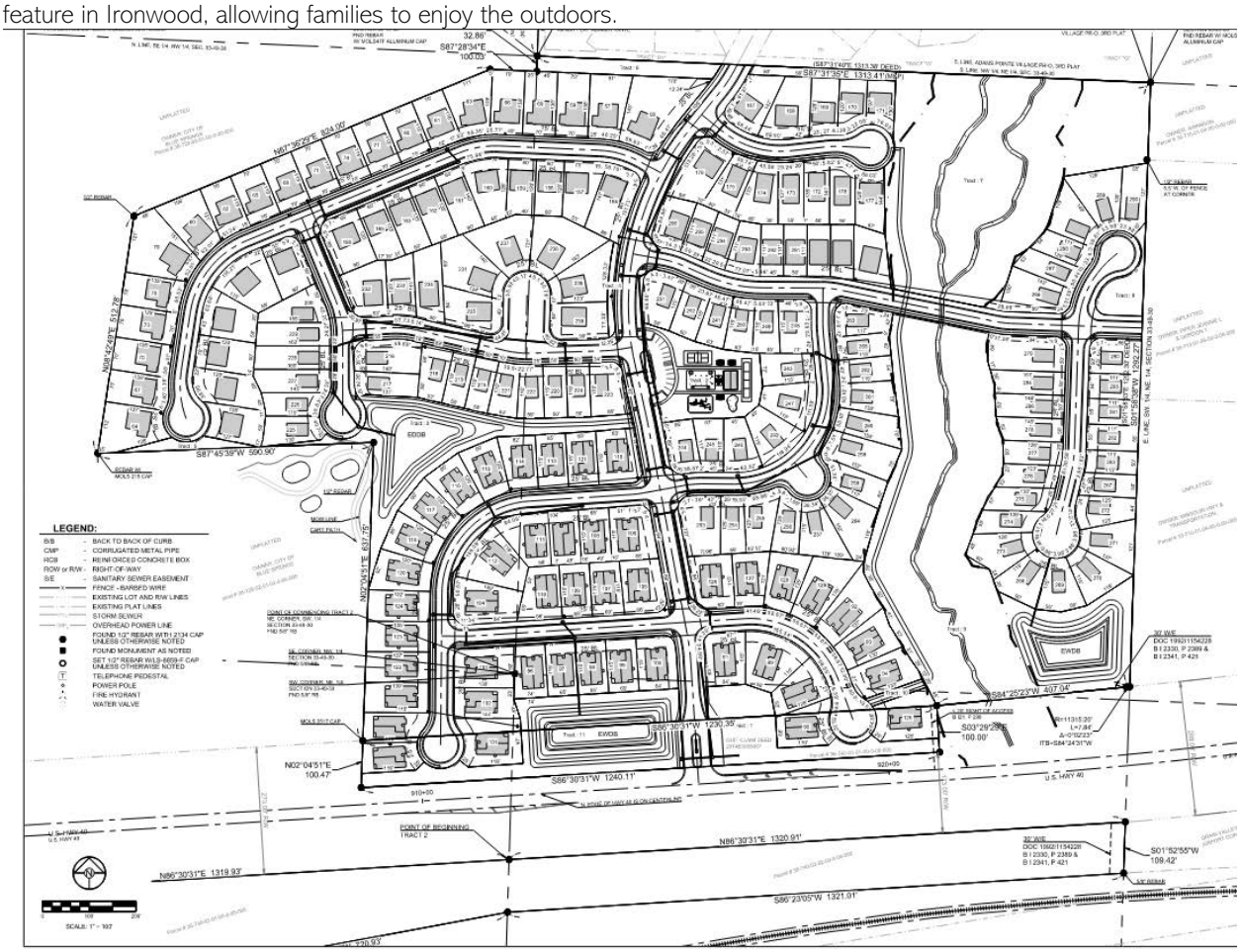
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The proposed PD, ADP-O plan for Ironwood accommodates the envisioned variety of lot sizes and housing types, supporting a diverse, maintenance-provided community that appeals to the aging demographic in Blue Springs. The attached concept plan is consistent with the 2022 ordinance and outlines specific zoning and development standards, including front-loaded single and two-family homes. The Comprehensive Plan anticipates smaller household sizes, with an estimated 50% of households expected to be single-occupant by next year. Ironwood's low-maintenance homes, featuring fiber cement exterior siding, and a centrally located neighborhood gathering center with amenities like a pavilion, fire pit, turf field, and sport courts, will cater to this growing demographic. The site plan, natural conveyance swales, and stream corridors guide the placement of homes, ensuring a cohesive and well-integrated development.

Tract 2 as shown on the south side of Hwy 40 is a remnant piece of ground from the original 40 HWY ROW. No development is proposed within this location and the area will remain as is today as preserved native vegetation and protected floodplain. This Tract will be utilized as part of the BMP package for the site.

Amenity Features:

The project includes a centrally located neighborhood amenity area with open green space, a children's play area, a cabana, and multiple outdoor activities. This area will also feature a fire pit, walking trails, and a central gathering area, making it a place for neighbors to gather and build community. Additionally, the preserved natural conveyance swale and stream corridor will create an approximately 10-acre tract of preserved existing trees along the drainage feature that bisects the east and west portions of the site. This centrally located neighborhood amenity will be a wonderful feature in Ironwood, allowing families to enjoy the outdoors.



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ASHLAR HOMES
816-228-1188
ASHLARHOMESKC.COM

Development Plan

Landscaping
In addition to the neighborhood amenity area, the project includes a large preserved open space tract along the center of the project, as well as an open tract and Tree Preservation Easement along the Northern boundary. The landscape will meet the requirements of the City ordinances.

Street trees will be provided along all public streets as required by City ordinances.

Streets
Per the PD Concept plan submitted with this application it is shown that the streets have been arranged to provide connectivity in the project. The layout utilizes a residential collector street which will split the site running North to South. The plan includes 134 single family, and 45 two-family villa lots. All lots will have direct access to the internal local streets. Streets within the development will be constructed as public streets in accordance with City ordinance and dedicated at the time of final plat.

Development Standards
For Single-Family Lots all regulations within this will follow the listed standards below. All regulations not specified in these Planned Development (PD) standards for the development shall conform to the requirements for each use, building type or most compatible zoning district as outlined in the Unified Development Code in effect at the time of development as determined by the Director. The Development Director may administratively approve a change to these PD Standards if the requested change is determined by the Development Director to be a minor amendment to the PD Standards. Other issues, requirements or specifications not covered by these standards will be addressed by the general provisions, regulations and standards in the City of Blue Springs Unified Development Code in effect at the time of building permit application.

Ironwood has been thoughtfully designed to complement the surrounding Adams Pointe Village community, which consists of Class A and B lots. To ensure a seamless transition, the northern portion of Ironwood will feature Class C and Class D lots with homes over 2200 SF and 2000 SF respectively. These homes will be comparable in quality and style to those in Adams Pointe Village. Additionally, we have incorporated a tree preservation easement within a tract of land between Ironwood and the northern community to serve as a buffer, preserving existing tree lines and maintaining the privacy of current residents. Once inside of the community the internal lots will step down to Class H lots with homes over 1200 SF. The designations for each individual lot can be seen on the PD Concept Plan.

The two-family villas lots will serve as a buffer between HWY 40 and the single family lots. These lots will follow regulations and standards in the City of Blue Springs Unified Development Code in effect at the time of building permit application.

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Class C – 2200 SF OR GREATER (BLUE)

LOT DATA DETACHED HOUSE - NEIGHBORHOOD LOT:	
CLASS C - 2200SF OR GREATER (BLUE):	
LOT WIDTH	70' MIN.
LOT DEPTH	115'MIN.
MINIMUM LOT AREA PROPOSED	5,000 S.F.
MIN. LIVABLE FLOOR AREA:	CLASS C
FRONTAGE TYPE (407.030)	YARD SETBACK
BUILDING COVERAGE MAX	40%
SETBACK DATA:	
FRONT SETBACK PROPOSED	25'
INTERIOR SIDE SETBACK PROPOSED	8'
CORNER SIDE SETBACK PROPOSED	25'
REAR SETBACK PROPOSED	15'

Class D – 2000 SF OR GREATER (GREEN)

LOT DATA DETACHED HOUSE - SMALL LOT:	
CLASS D - 2000 SF OR GREATER (GREEN):	
LOT WIDTH	60' MIN.
LOT DEPTH	120'MIN.
MINIMUM LOT AREA PROPOSED	5,000 S.F.
MIN. LIVABLE FLOOR AREA:	CLASS D
FRONTAGE TYPE (407.030)	TERRACE
BUILDING COVERAGE MAX	70%
SETBACK DATA:	
FRONT SETBACK PROPOSED	25'
INTERIOR SIDE SETBACK PROPOSED	5'
CORNER SIDE SETBACK PROPOSED	12'
REAR SETBACK PROPOSED	25'

Class H – 1200 SF OR GREATER (YELLOW)

LOT DATA DETACHED HOUSE - SMALL LOT:	
CLASS H - 1200 SF OR GREATER (YELLOW):	
LOT WIDTH	50' MIN.
LOT DEPTH	111'MIN.
MINIMUM LOT AREA PROPOSED	5,000 S.F.
MIN. LIVABLE FLOOR AREA:	CLASS H
FRONTAGE TYPE (407.030)	TERRACE
BUILDING COVERAGE MAX	70%
SETBACK DATA:	
FRONT SETBACK PROPOSED	25'
INTERIOR SIDE SETBACK PROPOSED	5'
CORNER SIDE SETBACK PROPOSED	12'
REAR SETBACK PROPOSED	25'

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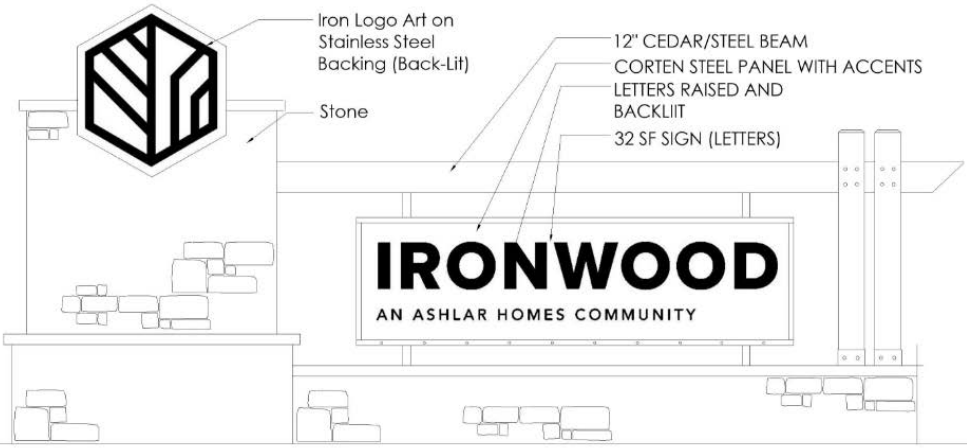
VILLAS LOTS

LOT DATA DUPLEX - NEIGHBORHOOD LOT:	
LOT WIDTH PER UDO	65' MIN.
LOT WIDTH PROPOSED	64' MIN.
LOT WITH PARTY WALL WIDTH PER UDO	32.5' MIN (MEASURED AT STBK)
LOT WITH PARTY WALL WIDTH PROPOSED	20' MIN. (MEASURE AT STBK)
LOT DEPTH	115'MIN.
MINIMUM LOT AREA PER UDO	7,200 S.F./3,600 W/PARTY WALL
MINIMUM LOT AREA PROPOSED	7,475 S.F.
FRONTAGE TYPE (407.030)	TERRACE
BUILDING COVERAGE MAX	70%
GARAGE COVERAGE % OF FRONT FAÇADE MAX PER UDO	25%
SETBACK DATA:	
FRONT SETBACK PROPOSED	25'
INTERIOR SIDE SETBACK PROPOSED	8'
CORNER SIDE SETBACK PROPOSED	20'
REAR SETBACK PROPOSED	20'

Platting
No building permit shall be issued until a subdivision final plat has been approved by the City of Blue Springs, in compliance with the Planned Development Concept Plan. Covenants shall be established for all platted areas to ensure consistency in development and to provide Home Owners Association for maintenance responsibilities of any common areas.

Parking Standards
Adequate parking will be provided for each single-family and two-family home constructed as each home will have a garage. Front loaded homes will have two spaces in the driveway.

Signs
Residential subdivision entrance signs may be installed along Northeast Pavilion Drive near HWY 40. These signs will be similar in appearance to the signs shown below, with cedar and stone as the primary materials.



2 ENTRY MONUMENT CONCEPT (ELEVATION VIEW) FOR ILLUSTRATIVE PURPOSES ONLY

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Fence
No fence shall be constructed on any Lot in the area between the front building line of any dwelling and the front lot line of any Lot. No fence on a corner lot shall be constructed beyond the side set-back line toward the street except for the community entry. Any privacy fence shall be constructed so that the framing shall be toward the inside of the owner's lot, provided, however, that this requirement shall not apply to portions of fences constructed on interior (non-street facing), common Lot lines shared by Owners/Members. All fences must be installed by a professional installer and shall be six foot (6') wood privacy fencing with vertical boards (not horizontal) and no chain-link fences, wire, hog wire, or other similar materials shall be permitted.

Restrictive Covenants
Restrictive covenants shall be adopted and recorded for the PD with the subdivision final plat. The maintenance of all common areas shall be the responsibility of the Home Owners Association.

Architectural Design Standards:

a) Design
Ironwood offers a combination of ranch and conventional style homes with 15 elevations and over 30 color palettes anticipated throughout the neighborhood. Additionally, all homes will have fiber cement siding with the option for a masonry upgrade. These options will be offered to provide diversity in the neighborhood streetscape. See available floor plan conceptual renderings and elevations at the end of this document. Of each floor plan, the developer will only use some of the elevations provided in this packet.

b) General Requirement & Upgrades

- Architectural elevations must go through the typical City Development Permit review process.
- No home shall have the same elevation as their immediate adjacent neighbor.
- All homes shall have roofs with dimensional asphalt shingles.
- Garage doors will be a mix of designs to include some with windows and some without windows.

Maintenance Provided Community

Ironwood will be a maintenance-provided community with a homeowners association that ensures a well-manicured environment. Amenities include yard maintenance and mowing, trash removal, tree and shrub pruning, and mulching/weeding of landscaping beds, with all homes featuring irrigation systems. The homes will have low-maintenance exteriors built with high-quality fiber cement siding and optional masonry on some front elevations. A non-monotony covenant will prevent the repetition of colors and front designs side by side or across the street, maintaining the community's long-term aesthetic appeal.

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PD CONCEPT PLAN
FOR
IRONWOOD

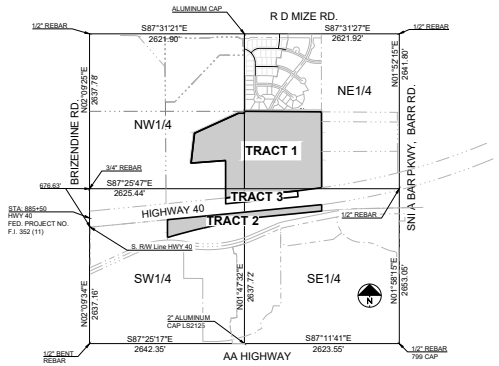
Exhibit B

IN THE CITY OF BLUE SPRINGS
JACKSON COUNTY, MISSOURI

LEGEND:

A/E	-	ACCESS EASEMENT
BC	-	BACK OF CURB
B/B	-	BACK TO BACK
BM	-	BENCHMARK
BL or B.L.	-	BUILDING LINE
CO	-	CLEANOUT
TJB	-	TELEPHONE JUNCTION BOX
C&G	-	CURB AND GUTTER
D/E	-	DRAINAGE EASEMENT
E/E	-	ELECTRICAL EASEMENT
EL	-	ELEVATION
FL	-	FLOW LINE
G/E	-	GAS LINE EASEMENT
HDPE	-	HIGH-DENSITY POLYETHYLENE
L/E	-	LANDSCAPE EASEMENT
MSFE	-	MINIMUM SERVICEABLE FLOOR ELEVATION
PVC	-	POLYVINYL CHLORIDE
P/L	-	PROPERTY LINE
PUB/E	-	PUBLIC EASEMENT
RCP	-	REINFORCED CONCRETE PIPE
ROW or R/W	-	RIGHT-OF-WAY
S/E	-	SANITARY SEWER EASEMENT
SL	-	SERVICE LINE
S/W	-	SIDEWALK
TE	-	TOP ELEVATION
U/E	-	UTILITY EASEMENT
WSE	-	WATER SURFACE ELEVATION
W/E	-	WATERLINE EASEMENT

ASPHALT PAVEMENT - EXISTING
ASPHALT PAVEMENT - PROPOSED
CONCRETE PAVEMENT - EXISTING
ASPHALT PAVEMENT - EXISTING
CONCRETE SIDEWALK - EXISTING
CONCRETE SIDEWALK - PROPOSED
CURB & GUTTER
CURB & GUTTER - EXISTING
TREELINE
EXISTING LOT AND R/W LINES
EXISTING PLAT LINES
P/L PROPERTY LINES
ROW RIGHT-OF-WAY
SANITARY SEWER MAIN
SANITARY SEWER MAIN - EXIST.
STO STORM SEWER
STORM SEWER - EXISTING
CATV$_X$ CABLE TV - EXISTING
FOC$_X$ FIBER OPTIC CABLE - EXISTING
T$_X$ TELEPHONE LINE - EXIST.
E$_X$ ELECTRIC LINE - EXISTING
OHP$_X$ OVERHEAD POWER LINE - EXIST.
UGE$_X$ UNDERGROUND ELECTRIC - EX.
G$_X$ GAS LINE - EXISTING
W$_X$ WATERLINE - EXISTING
LIGHT - EXISTING
EXISTING MANHOLE
CO CLEANOUT
EXISTING SANITARY MANHOLE
PROPOSED SANITARY MANHOLE
AI EXISTING AREA INLET
CI EXISTING CURB INLET
GI EXISTING GRATE INLET
JB EXISTING JUNCTION BOX
EXISTING STORM MANHOLE



SECTION 33-49-30
LOCATION MAP
SCALE 1" = 1000'

Description as provided in First American Title Insurance Company Commitment No. 1657407.

The Land referred to herein below is situated in the County of Jackson, State of Missouri, and is described as follows:

TRACT 1:

All that part of the Southeast One-Quarter of the Northwest One-Quarter, the Southwest One-Quarter of the Northeast One-Quarter, the Northeast One-Quarter of the Southwest One-Quarter and the Northwest One-Quarter of the Southeast One-Quarter all in Section 33, Township 49 North, Range 30 West, Jackson County, Missouri, being more particularly described as follows:

COMMENCING at the Northeast corner of the Northwest One-Quarter of said Section 33; thence South 02 degrees 04 minutes 51 seconds West along the East line of the Northwest One-Quarter of said Section 33 a distance of 1321.02 feet to a point being the Northwest corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33 also being THE POINT OF BEGINNING; thence South 87 degrees 31 minutes 40 seconds East along the North line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33 a distance of 1313.38 feet to a point being the Northeast corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33; thence South 01 degrees 58 minutes 33 seconds West along the East line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33 a distance of 1292.30 feet to a point on the North right-of-way line of U.S. Highway Number 40 as now established; thence along the said North right-of-way line on a curve to the right having an initial tangent bearing of South 84 degrees 24 minutes 31 seconds West, a radius of 11315.20 feet a distance of 7.84 feet to a point; thence continuing along said North right-of-way South 84 degrees 25 minutes 23 seconds West a distance of 407.04 feet to a point; thence continuing along said North right-of-way South 86 degrees 30 minutes 31 seconds West a distance of 1230.35 feet to a point; thence North 02 degrees 04 minutes 51 seconds East a distance of 637.75 feet to a point; thence South 87 degrees 45 minutes 39 seconds West a distance of 590.90 feet to a point; thence North 08 degrees 42 minutes 49 seconds East a distance of 512.78 feet to a point; thence North 67 degrees 36 minutes 29 seconds East a distance of 824.00 feet to a point; thence South 87 degrees 28 minutes 34 seconds East a distance of 100.03 feet to a point on the East line of the Southeast One-Quarter of the Northwest One-Quarter of said Section 33; thence North 02 degrees 04 minutes 51 seconds East along said East line a distance of 32.86 feet to the point of beginning.

TRACT 2:

All that part of the Northeast One-Quarter of the Southwest One-Quarter and the Northwest One-Quarter of the Southeast One-Quarter of Section 33, Township 49 North, Range 30 West lying North of the North Right of Way line of the Kansas City Southern Railway Company Right of Way and South of the U.S. Highway Number 40 Right of Way line, in Jackson County, Missouri, being more particularly described as follows:

Commencing at the Northeast corner of the Southwest One-Quarter of Section 33, Township 49 Range 30 East; thence South 01 degrees 47 minutes 32 seconds West along the East line of said Southwest One- Quarter a distance of 397.88 feet to a point on the South Right of way line of U.S. Highway Number 40 as now established, said point being the Point of Beginning; thence North 86 degrees 30 minutes 31 seconds East along said South Right of Way a distance of 1320.91 feet to a point on the East line of the Northwest One-Quarter of the Southeast One-Quarter of said Section 33; thence South 01 degrees 52 minutes 55 seconds West along said East line a distance of 109.42 feet to a point on the North Right of Way line of the Kansas City Southern Railway Company; thence South 86 degrees 23 minutes 05 seconds West along said North Right of Way line a distance of 1321.01 feet to a point on the East line of said Southwest One-Quarter of Section 33; thence continuing along said North Right of Way line South 79 degrees 23 minutes 04 seconds West a distance of 720.93 feet to a point of curvature; thence continuing along said North Right of Way line along a tangent curve to the left with a radius of 8744.41 feet, a central angle of 04 degrees 08 minutes 13 seconds, and a length of 631.38 feet to a point on the West line of the Northwest One-Quarter of the Southwest One-Quarter of said Section 33; thence North 01 degrees 58 minutes 33 seconds East along said West line a distance of 303.43 feet to a point on the South Right of Way of said U.S. Highway Number 40; thence North 86 degrees 30 minutes 31 seconds East along said South Right of Way a distance of 1319.93 feet to the Point of Beginning, except any part taken or used for Right of Way.

DESCRIPTION TRACT 3: as described in Quit Claim Deed. Document No. 2014E0065067

All that part of the Northeast One-Quarter of the Southwest One-Quarter and the Northwest One-Quarter of the Southeast One-Quarter of Section 33, Township 49 North, Range 30 West, Jackson County, Missouri, being more particularly described as follows:

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UTILITIES:

1. Existing utilities have been shown to the greatest extent possible based upon information provided to the Engineer. The contractor is responsible for contacting the respective utility companies and field locating utilities prior to construction and identifying any potential conflicts. All conflicts shall immediately be brought to the attention of the Engineer.
2. The contractor shall be responsible for coordinating any required utility relocations. Utilities damaged through the negligence of the contractor shall be repaired at the contractor's expense.
3. Contractor shall verify flow-lines and structure tops prior to construction, and shall notify Engineer of any discrepancies. Provide shop drawings for all precast and manufactured utility structures for review by the Engineer prior to construction of the structures.
4. Utility Separation: Waterlines shall have a minimum of 10 feet horizontal and 2 feet vertical separation from all sanitary sewer lines, manholes, and sanitary sewer service laterals, as measured from edge to edge. If minimum separations can not be obtained, concrete encasement of the sanitary line shall be required 10 feet in each direction of the conflict.
5. Payment for trenching, backfilling, pipe embedment, flowable fill, backfill materials, clean up, seeding, sodding and any other items necessary for the construction of the utility line shall be included in the contract price for the utility installation.
6. The Contractor shall be responsible for contacting respective utility companies 48-hours in advance for the inspection of any proposed utility main extension or service line or service connection to any existing main.
7. Trench spoils shall be neatly placed onsite adjacent to the trench, and compacted to prevent saturation and excess sediment runoff. Unsuitable materials, excess rock and shale, asphalt, concrete, trees, brush etc. shall be properly disposed of offsite. Materials may be wasted onsite at the direction of the Owner or his appointed representative.
8. All excavation is considered unclassified, unless noted otherwise. Unclassified excavation for utility trenching is subsidiary to the unit price provided for the pipe. Any quantity provided for rock excavation is estimated based on the best information provided to the Project Engineer. The Engineer has the authority to identify and define the physical characteristics to determine the classification. Unit price quantities for rock excavation will be paid at a trench width of the nominal pipe diameter of the installed main plus 18 inches. Contractor is required to dispose of excess rock from their trenches by disposing it in areas as specified by the Project Engineer.

OWNER/DEVELOPER:

ASHLAR HOMES
SHAWN WOODS
2800 NW HUNTER DRIVE
BLUE SPRINGS, MO 64015
p 816.228.1188
f ----
SHAWN@ASHLARHOMESKC.COM

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ENGINEERS PLANNERS SURVEYORS LANDSCAPE ARCHITECTS
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WWW.SCHLAGELASSOCIATES.COM

PREPARED BY:

SCHLAGEL & ASSOCIATES, P.A.

IRONWOOD
PD CONCEPT PLAN
HWY 40 AND SNI A BAR PKWY BLUE SPRINGS, MISSOURI

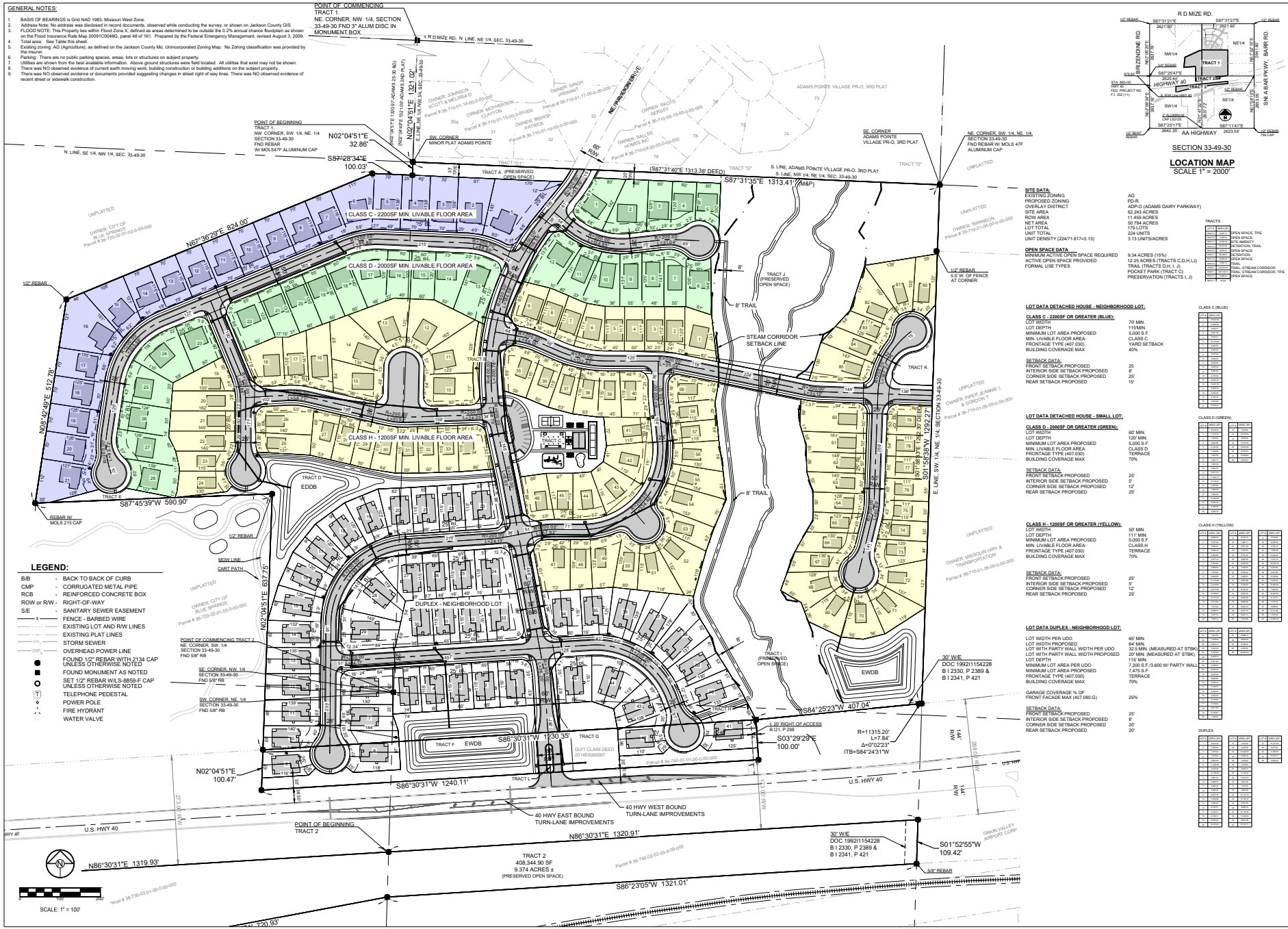
REVISION	DATE	DESCRIPTION
1	08/29/24	CITY COMMENTS
2	09/12/24	CITY COMMENTS
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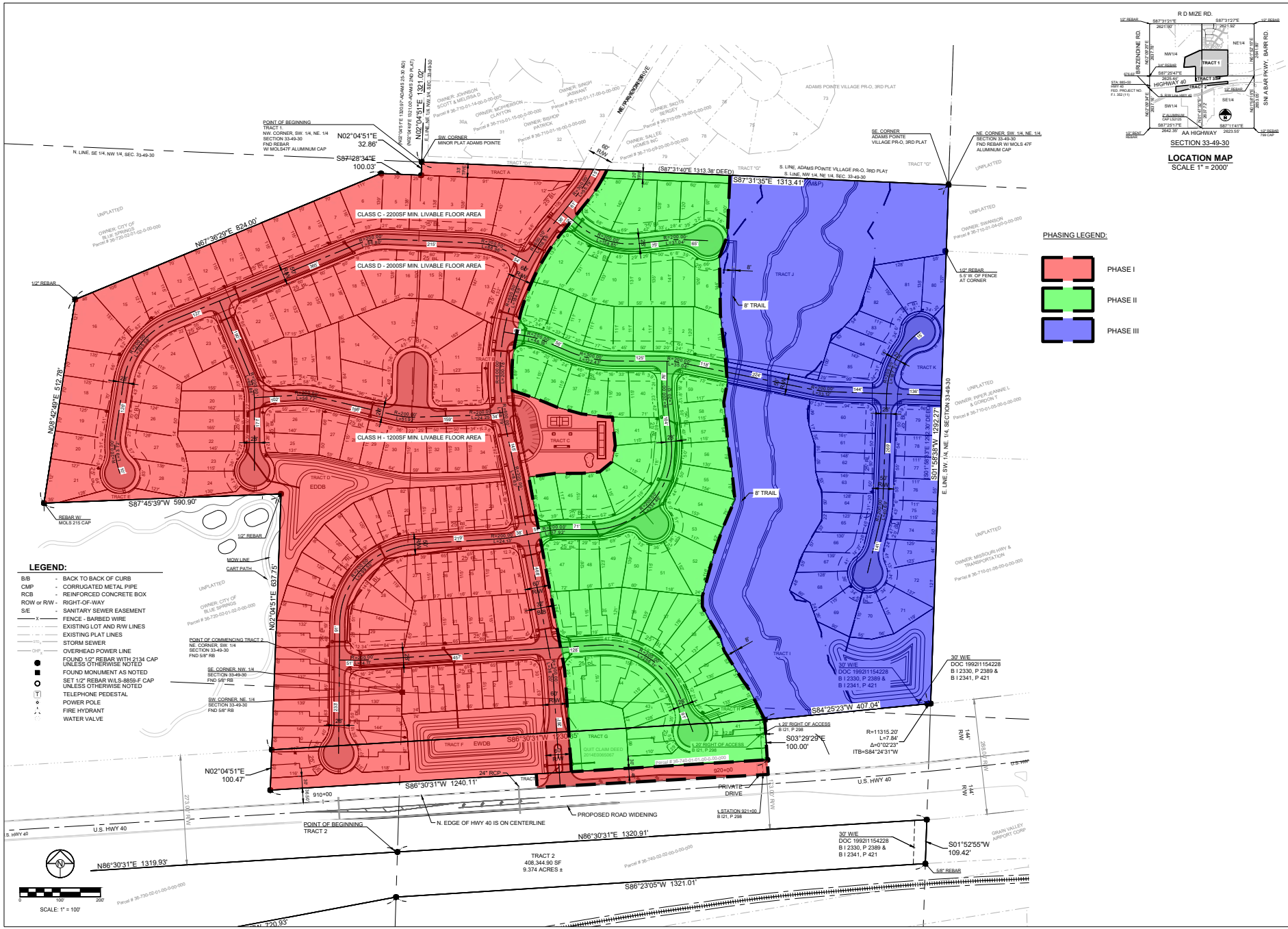
DRAWN BY: MJH
CHECKED BY: ALL
DATE PREPARED: 2024.08.08
PROJ. NUMBER: 24-101

COVER SHEET

SHEET
C1.0

Received
09/18/2024


GENERAL NOTES:
1. BASIS OF BEARINGS is Grid NAD 1983, Missouri West Zone.
2. Address Note: No address was disclosed in record documents, observed while conducting the survey, or shown on Jackson County GIS.
3. FLOOD NOTE: This Property lies within Flood Zone X, defined as areas determined to be outside the 0.2% annual chance floodplain as shown on the Flood Insurance Rate Map 20091C0048G, panel 48 of 161. Prepared by the Federal Emergency Management, revised August 3, 2009.
4. Total area: See Table this sheet.
5. Existing zoning: AG (Agriculture), as defined on the Jackson County Mo. Unincorporated Zoning Map. No Zoning classification was provided by the insurer.
6. Parking: There are no public parking spaces, areas, lots or structures on subject property.
7. Utilities are shown from the best available information. Above ground structures were field located. All utilities that exist may not be shown.
8. There was NO observed evidence of current earth moving work, building construction or building additions on the subject property.
9. There was NO observed evidence or documents provided suggesting changes in street right of way lines. There was NO observed evidence of recent street or sidewalk construction.
POINT OF COMMENCING TRACT 1, NE. CORNER, NW. 1/4, SECTION 33-49-30 FND 3" ALUM DISC IN MONUMENT BOX
POINT OF BEGINNING TRACT 1, NW. CORNER, SW. 1/4, NE. 1/4 SECTION 33-49-30 FND REBAR W/ MOLS47F ALUMINUM CAP
N02°04'51"E 32.86'
S87°28'34"E 100.03
N02°04'51"E 1321.02'
SW. CORNER MINOR PLAT ADAMS POINTE
SE. CORNER ADAMS POINTE VILLAGE PR-O, 3RD PLAT
NE. CORNER, SW. 1/4, NE. 1/4, SECTION 33-49-30 FND REBAR W/ MOLS 47F ALUMINUM CAP
S87°31'35"E 1313.41' (M&P)
(S87°31'40"E 1313.38' DEED)
N67°36'29"E 824.00'
N09°42'49"E 512.78'
S87°45'39"W 590.90'
N02°04'51"E 837.75'
S86°30'31"W 1230.35'
S84°25'23"W 407.04'
S01°58'39"W 1292.27'
S01°52'55"W 109.42'
S86°23'05"W 1321.01'
N86°30'31"E 1319.93'
N86°30'31"E 1320.91'
S86°30'31"W 1240.11'
N02°04'51"E 100.47'
S03°29'29"E 100.00'
R=11315.20' L=7.84' Δ=0°02'23" ITB=S84°24'31"W
CLASS C - 2200SF MIN. LIVABLE FLOOR AREA
CLASS D - 2000SF MIN. LIVABLE FLOOR AREA
CLASS H - 1200SF MIN. LIVABLE FLOOR AREA
DUPLEX - NEIGHBORHOOD LOT
TRACT A (PRESERVED OPEN SPACE)
TRACT B
TRACT C
TRACT D EDDB
TRACT E
TRACT F EWDB
TRACT G
TRACT H
TRACT I (PRESERVED OPEN SPACE)
TRACT J (PRESERVED OPEN SPACE)
TRACT K
8' TRAIL
STEAM CORRIDOR SETBACK LINE
POINT OF BEGINNING TRACT 2
POINT OF COMMENCING TRACT 2 NE. CORNER, SW. 1/4 SECTION 33-49-30 FND 5/8" RB
SE. CORNER, NW. 1/4 SECTION 33-49-30 FND 5/8" RB
SW. CORNER, NE. 1/4 SECTION 33-49-30 FND 5/8" RB
TRACT 2 408,344.90 SF 9.374 ACRES ± (PRESERVED OPEN SPACE)
40 HWY EAST BOUND TURN-LANE IMPROVEMENTS
40 HWY WEST BOUND TURN-LANE IMPROVEMENTS
30' W/E DOC 1992I1154228 B I 2330, P 2389 & B I 2341, P 421
1/2" REBAR
REBAR W/ MOLS 215 CAP
MOW LINE
CART PATH
U.S. HWY 40
NE. PARKWAY DRIVE
ADAMS POINTE VILLAGE PR-O, 3RD PLAT
S. LINE, ADAMS POINTE VILLAGE PR-O, 3RD PLAT
S. LINE, NW. 1/4, NE. 1/4, SEC. 33-49-30
E. LINE, SW. 1/4, NE. 1/4, SECTION 33-49-30
N. LINE, SE. 1/4, NW. 1/4, SEC. 33-49-30
LEGEND:
B/B - BACK TO BACK OF CURB
CMP - CORRUGATED METAL PIPE
RCB - REINFORCED CONCRETE BOX
ROW or R/W - RIGHT-OF-WAY
S/E - SANITARY SEWER EASEMENT
FENCE - BARBED WIRE
EXISTING LOT AND R/W LINES
EXISTING PLAT LINES
STORM SEWER
OHP - OVERHEAD POWER LINE
FOUND 1/2" REBAR WITH 2134 CAP UNLESS OTHERWISE NOTED
FOUND MONUMENT AS NOTED
SET 1/2" REBAR W/LS-8659-F CAP UNLESS OTHERWISE NOTED
TELEPHONE PEDESTAL
POWER POLE
FIRE HYDRANT
WATER VALVE
SCALE: 1" = 100'
R D MIZE RD.
BRZENDENE RD.
SNI A BAR PKWY.
BARR RD.
HIGHWAY 40
AA HIGHWAY
SECTION 33-49-30
LOCATION MAP
SCALE 1" = 2000'
SITE DATA:
EXISTING ZONING AG
PROPOSED ZONING PD-R
OVERLAY DISTRICT ADP-O (ADAMS DAIRY PARKWAY)
SITE AREA 62.243 ACRES
ROW AREA 11.459 ACRES
NET AREA 50.784 ACRES
LOT TOTAL 179 LOTS
UNIT TOTAL 224 UNITS
UNIT DENSITY (224/71.617=3.13) 3.13 UNITS/ACRES
OPEN SPACE DATA
MINIMUM ACTIVE OPEN SPACE REQUIRED 9.34 ACRES (15%)
ACTIVE OPEN SPACE PROVIDED 12.25 ACRES (TRACTS C,D,H,I,J)
FORMAL USE TYPES TRAIL (TRACTS D,H, I, J)
POCKET PARK (TRACT C)
PRESERVATION (TRACTS I, J)
TRACTS
OPEN SPACE, TPE
OPEN SPACE
DETENTION
8' MULTI-USE TRAIL
OPEN SPACE
DETENTION
OPEN SPACE
TRAIL
TRAIL STREAM CORRIDOR
TRAIL STREAM CORRIDOR, TPE
OPEN SPACE
LOT DATA DETACHED HOUSE - NEIGHBORHOOD LOT:
CLASS C - 2200SF OR GREATER (BLUE):
LOT WIDTH 70' MIN.
LOT DEPTH 115'MIN.
MINIMUM LOT AREA PROPOSED 5,000 S.F.
MIN. LIVABLE FLOOR AREA: CLASS C
FRONTAGE TYPE (407.030) YARD SETBACK
BUILDING COVERAGE MAX 40%
SETBACK DATA:
FRONT SETBACK PROPOSED 25
INTERIOR SIDE SETBACK PROPOSED 8'
CORNER SIDE SETBACK PROPOSED 25'
REAR SETBACK PROPOSED 15'
CLASS C (BLUE)
LOT DATA DETACHED HOUSE - SMALL LOT:
CLASS D - 2000SF OR GREATER (GREEN):
LOT WIDTH 60' MIN.
LOT DEPTH 120' MIN.
MINIMUM LOT AREA PROPOSED 5,000 S.F.
MIN. LIVABLE FLOOR AREA: CLASS D
FRONTAGE TYPE (407.030) TERRACE
BUILDING COVERAGE MAX 70%
SETBACK DATA:
FRONT SETBACK PROPOSED 25'
INTERIOR SIDE SETBACK PROPOSED 5'
CORNER SIDE SETBACK PROPOSED 12'
REAR SETBACK PROPOSED 25'
CLASS D (GREEN)
CLASS H - 1200SF OR GREATER (YELLOW):
LOT WIDTH 50' MIN.
LOT DEPTH 111' MIN.
MINIMUM LOT AREA PROPOSED 5,000 S.F.
MIN. LIVABLE FLOOR AREA: CLASS H
FRONTAGE TYPE (407.030) TERRACE
BUILDING COVERAGE MAX 70%
SETBACK DATA:
FRONT SETBACK PROPOSED 25'
INTERIOR SIDE SETBACK PROPOSED 5'
CORNER SIDE SETBACK PROPOSED 12'
REAR SETBACK PROPOSED 25'
CLASS H (YELLOW)
LOT DATA DUPLEX - NEIGHBORHOOD LOT:
LOT WIDTH PER UDO 65' MIN.
LOT WIDTH PROPOSED 64' MIN.
LOT WITH PARTY WALL WIDTH PER UDO 32.5 MIN. (MEASURED AT STBK)
LOT WITH PARTY WALL WIDTH PROPOSED 20' MIN. (MEASURED AT STBK)
LOT DEPTH 115' MIN.
MINIMUM LOT AREA PER UDO 7,200 S.F./3,600 W/ PARTY WALL
MINIMUM LOT AREA PROPOSED 7,475 S.F.
FRONTAGE TYPE (407.030) TERRACE
BUILDING COVERAGE MAX 70%
GARAGE COVERAGE % OF FRONT FACADE MAX (407.080.G) 25%
SETBACK DATA:
FRONT SETBACK PROPOSED 25'
INTERIOR SIDE SETBACK PROPOSED 8'
CORNER SIDE SETBACK PROPOSED 20'
REAR SETBACK PROPOSED 20'
DUPLEX
SCHLAGEL
ENGINEERS, PLANNERS, SURVEYORS, LANDSCAPE ARCHITECTS
14820 W. 116th Street • Olathe, Kansas 66215
(913) 814-9994 • Fax (913) 814-9015
WWW.SCHLAGELASSOCIATES.COM
PREPARED BY:
SCHLAGEL & ASSOCIATES, P.A.
IRONWOOD
PD CONCEPT PLAN
HWY 40 AND SNI A BAR PKWY BLUE
SPRINGS, MISSOURI
REVISION DATE DESCRIPTION
09/20/2024 CITY COMMENTS
09/12/2024 CITY COMMENTS
DRAWN BY: MJH
CHECKED BY: ALL
DATE PREPARED: 2024.08.08
PROJ. NUMBER: 24-101
PD CONCEPT PLAN
SHEET
C1.1
Received
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WWW.SCHLAGELASSOCIATES.COM

PREPARED BY:

SCHLAGEL & ASSOCIATES, P.A.

IRONWOOD
PRELIMINARY PLAT
HWY 40 AND SNI A BAR PKWY BLUE SPRINGS, MISSOURI

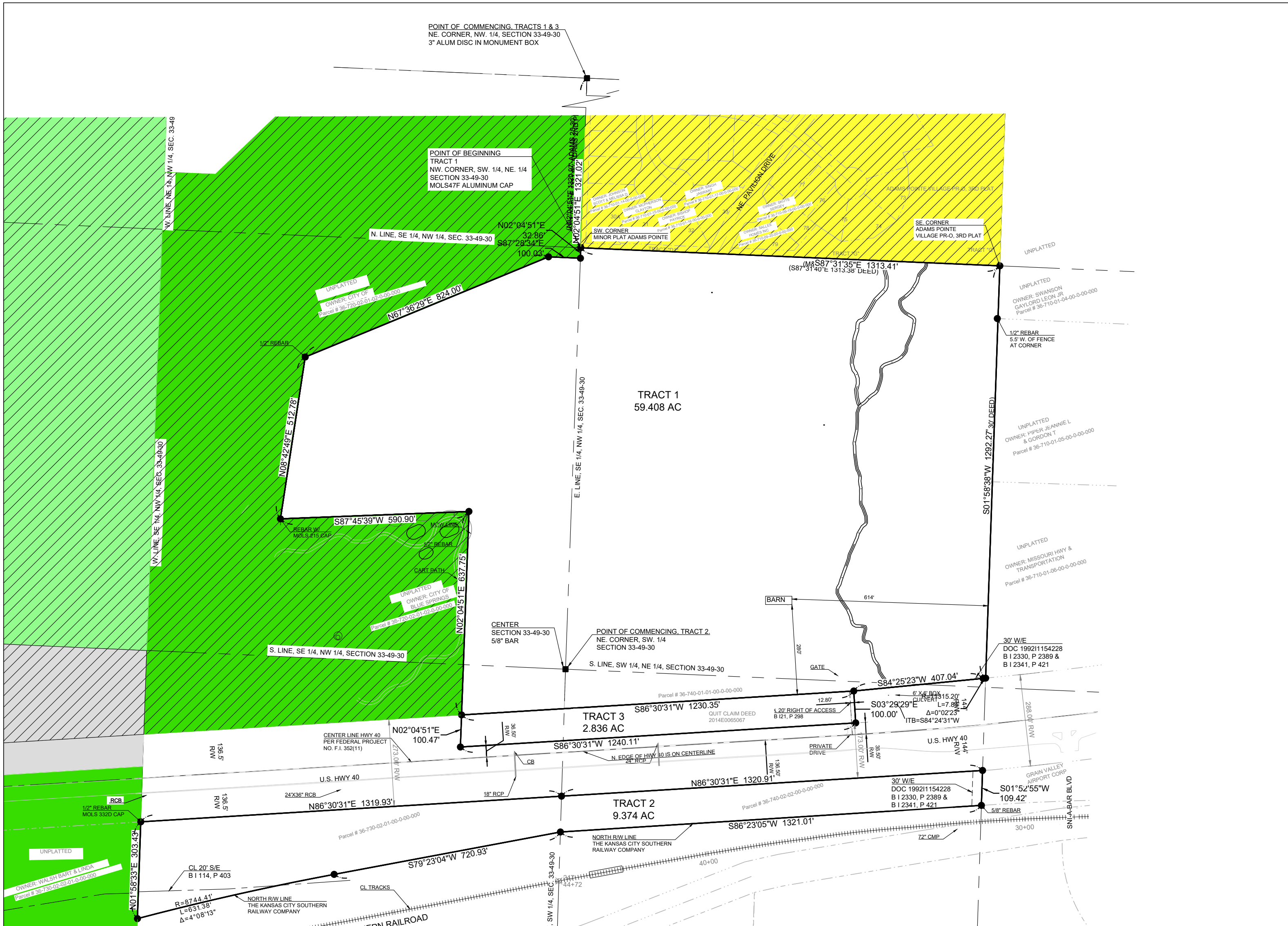
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CITY COMMENTS	09/12/2024
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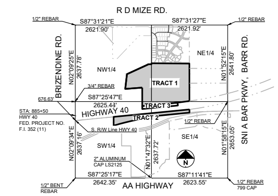
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MJG	ALL	2024.08.08	24-181

PHASING PLAN

SHEET
C1.2

Received
09/18/2024





SECTION 33-49-30

LOCATION MAP

SCALE 1" = 2000'

LEGEND:

B/B	-	BACK TO BACK OF CURB
CMP	-	CORRUGATED METAL PIPE
RCB	-	REINFORCED CONCRETE BOX
ROW or R/W	-	RIGHT-OF-WAY
S/E	-	SANITARY SEWER EASEMENT
		FENCE - BARBED WIRE
		EXISTING LOT AND R/W LINES
		EXISTING PLAT LINES
		STORM SEWER
		OVERHEAD POWER LINE
		FOUND 1/2" REBAR WITH 2134 CAP UNLESS OTHERWISE NOTED
		FOUND MONUMENT AS NOTED
		SET 1/2" REBAR W/LS-8859-F CAP UNLESS OTHERWISE NOTED
		TELEPHONE PEDESTAL
		POWER POLE
		FIRE HYDRANT
		WATER VALVE

Description as provided in First American Title Insurance Company Commitment No. 1657407.

The Land referred to herein below is situated in the County of Jackson, State of Missouri, and is described as follows:

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1. BASIS OF BEARINGS is Grid NAD 1983, Missouri West Zone.
2. Address Note: No address was disclosed in record documents, observed while conducting the survey, or shown on Jackson County GIS.
3. FLOOD NOTE: This Property lies within Flood Zone X, defined as areas determined to be outside the 0.2% annual chance floodplain as shown on the Flood Insurance Rate Map 20091C0048G, panel 48 of 161. Prepared by the Federal Emergency Management, revised August 3, 2009.
4. Total area: See Table this sheet.
5. Zoning: AG (Agriculture), as defined on the Jackson County Mo. Unincorporated Zoning Map. No Zoning classification was provided by the insurer.
6. Parking: There are no parking spaces, areas, lots or structures on subject property.
7. Utilities are shown from the best available information. Above ground structures were field located. All utilities that exist may not be shown.
8. There was NO observed evidence of current earth moving work, building construction or building additions on the subject property.
9. There was NO observed evidence or documents provided suggesting changes in street right of way lines. There was NO observed evidence of recent street or sidewalk construction.
10. Wetland Area Note: The following are designated as Wetland Areas on the National Wetlands Inventory Map. https://fwsprimary.wim.usgs.gov/wetlands/apps/wetlands-mapper/. No documents have been provided that designate any Wetlands on the subject property. As shown on this survey the wetland areas have been scaled from this map.
    TRACT 1
    1.17 acre Riverine habitat is classified as a R4SBC
    0.28 acre Freshwater Pond habitat is classified as a PUBGh
    0.28 acre Freshwater Pond habitat is classified as a PUBGh
    0.19 acre Freshwater Emergent Wetland habitat is classified as a PEM1A
    TRACT 2
    1.36 acre Freshwater Forested/Shrub Wetland habitat is classified as a PFO1A
    14.75 acre Riverine habitat is classified as a R2UBG.

SCHLAGEL
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PREPARED BY:

SCHLAGEL & ASSOCIATES, P.A.

IRONWOOD
REZONING PLAN
HWY 40 AND SNI A BAR PKWY BLUE SPRINGS, MISSOURI

REVISION DATE	DESCRIPTION
1 08/29/2024	CITY COMMENTS
2 09/12/2024	CITY COMMENTS
3 ---	---
4 ---	---
5 ---	---
6 ---	---
7 ---	---
8 ---	---
9 ---	---

DRAWN BY: NCA
CHECKED BY: JLL
DATE PREPARED: 2024.08.06
PROJ. NUMBER: 24-131

REZONING PLAN

SHEET
R1.0

Received
09/18/2024

GENERAL NOTES:

1. BASIS OF BEARINGS is Grid NAD 1983, Missouri West Zone.
2. Address Note: No address was disclosed in record documents, observed while conducting the survey, or shown on Jackson County GIS.
3. FLOOD NOTE: This Property lies within Flood Zone X, defined as areas determined to be outside the 0.2% annual chance floodplain as shown on the Flood Insurance Rate Map 29091C0048G, panel 48 of 161. Prepared by the Federal Emergency Management, revised August 3, 2009.
4. Total area: See Table this sheet.
5. Existing zoning: AG (Agriculture), as defined on the Jackson County Mo. Unincorporated Zoning Map. No Zoning classification was provided by the insurer.
6. Parking: There are no public parking spaces, areas, lots or structures on subject property.
7. Utilities are shown from the best available information. Above ground structures were field located. All utilities that exist may not be shown.
8. There was NO observed evidence of current earth moving work, building construction or building additions on the subject property.
9. There was NO observed evidence or documents provided suggesting changes in street right of way lines. There was NO observed evidence of recent street or sidewalk construction.

POINT OF COMMENCING TRACT 1
NE. CORNER, NW. 1/4, SECTION 33-49-30 FND 3" ALUM DISC IN MONUMENT BOX

R D MIZE RD. N. LINE, NE 1/4, SEC. 33-49-30

POINT OF BEGINNING TRACT 1
NW. CORNER, SW. 1/4, NE. 1/4 SECTION 33-49-30 FND REBAR W/ MOLS47E ALUMINUM CAP

N02°04'51"E 32.86'

S87°28'34"E 100.03'

N02°04'51"E 1321.02' (N02°04'51"E 1321.00'-ADAMS 2ND PLAT)

E. LINE, NE 1/4, NW 1/4, SEC. 33-49-30

SW. CORNER MINOR PLAT ADAMS POINTE

N. LINE, SE 1/4, NW 1/4, SEC. 33-49-30

NE. PARKVIEW DRIVE

ADAMS POINTE VILLAGE PR-O, 3RD PLAT

SE. CORNER ADAMS POINTE VILLAGE PR-O, 3RD PLAT

NE. CORNER, SW. 1/4, NE. 1/4 SECTION 33-49-30 FND REBAR W/ MOLS 47F ALUMINUM CAP

S. LINE, ADAMS POINTE VILLAGE PR-O, 3RD PLAT
S. LINE, NW 1/4, NE 1/4, SEC. 33-49-30

(S87°31'40"E 1313.38' DEED)
S87°31'35"E 1313.41' (M&P)

TRACT A
TRACT B
TRACT C
TRACT D
TRACT E
TRACT F
TRACT G
TRACT H
TRACT I
TRACT J
TRACT K
TRACT "D1"
TRACT "G"

CLASS C - 2200SF MIN. LIVABLE FLOOR AREA
CLASS D - 2000SF MIN. LIVABLE FLOOR AREA
CLASS H - 1200SF MIN. LIVABLE FLOOR AREA

N67°36'29"E 824.90'

N02°04'51"E 512.78'

S87°45'39"W 590.90'

N02°04'51"E 637.75'

S86°30'31"W 1230.35'

N02°04'51"E 100.47'

S86°30'31"W 1240.11'

S84°25'23"W 407.04'

S03°29'29"E 100.00'

R=11315.20'
L=7.84'
Δ=0°02'23"
ITB=S84°24'31"W

S01°58'38"W 1292.27' (M&P)
S01°58'38"W 1292.30' DEED)

N86°30'31"E 1319.93'

N86°30'31"E 1320.91'

S86°23'05"W 1321.01'

S01°52'55"W 109.42'

S87°31'21"E 2621.90'
S87°31'27"E 2621.92'
S87°28'47"E 2626.40'
S87°29'17"E 2642.39'
S87°11'41"E 2623.55'

1/2" REBAR
5/8" REBAR
REBAR W/ MOLS 215 CAP
1/2" REBAR W/ CAP
1/2" REBAR 5.0 W. OF FENCE AT CORNER

8" TRAIL

MOW LINE
CART PATH

POINT OF COMMENCING TRACT 2
NE. CORNER, SW. 1/4 SECTION 33-49-30 FND 5/8" RB

SE. CORNER, NW. 1/4 SECTION 33-49-30 FND 5/8" RB

SW. CORNER, NE. 1/4 SECTION 33-49-30 FND 5/8" RB

POINT OF BEGINNING TRACT 2

TRACT 2
408,344.90 SF
9.374 ACRES ±

EDDB
EWDB

24" RCP

910+00
920+00

PROPOSED ROAD WIDENING
N. EDGE OF HWY 40 IS ON CENTERLINE
PRIVATE DRIVE

30' W/E DOC 1992I1154228 B I 2330, P 2389 & B I 2341, P 421

30' W/E DOC 1992I1154228 B I 2330, P 2389 & B I 2341, P 421

1.20' RIGHT OF ACCESS B I21, P 298

QUIT CLAIM DEED 2014E0065067

GRAIN VALLEY AIRPORT CORP.

5/8" REBAR

U.S. HWY 40
S. HWY 40

273.00' M/W
280.00' M/W
14' R/W

SCALE: 1" = 100'

LEGEND:

B/B	BACK TO BACK OF CURB
CMP	CORRUGATED METAL PIPE
RCB	REINFORCED CONCRETE BOX
ROW or R/W	RIGHT-OF-WAY
S/E	SANITARY SEWER EASEMENT
x	FENCE - BARBED WIRE
	EXISTING LOT AND R/W LINES
	EXISTING PLAT LINES
STO	STORM SEWER
OHP	OVERHEAD POWER LINE
●	FOUND 1/2" REBAR WITH 2134 CAP UNLESS OTHERWISE NOTED
■	FOUND MONUMENT AS NOTED
○	SET 1/2" REBAR WILS-8659-F CAP UNLESS OTHERWISE NOTED
T	TELEPHONE PEDESTAL
	POWER POLE
	FIRE HYDRANT
	WATER VALVE

R D MIZE RD.
BRZENDINE RD.
SNI A BAR PKWY.
BARR RD.
HIGHWAY 40
AA HIGHWAY
NE1/4
NW1/4
SW1/4
SE1/4
TRACT 1
TRACT 2
STA. 885+50 (997.6) FED. PROJECT NO. F-I 352 (11)
674.00'
1/2" REBAR
5/8" REBAR
2" ALUMINUM CAP LS2126
1/2" BENT REBAR
1/2" REBAR 758 CAP

SECTION 33-49-30

LOCATION MAP
SCALE 1" = 2000'

Description as provided in First American Title Insurance Company Commitment No. 1657407.
The Land referred to herein below is situated in the County of Jackson, State of Missouri, and is described as follows:

TRACT 1:

All that part of the Southeast One-Quarter of the Northwest One-Quarter, the Southwest One-Quarter of the Northeast One-Quarter, the Northeast One-Quarter of the Southwest One-Quarter and the Northwest One-Quarter of the Southeast One-Quarter all in Section 33, Township 49 North, Range 30 West, Jackson County, Missouri, being more particularly described as follows:

COMMENCING at the Northeast corner of the Northwest One-Quarter of said Section 33; thence South 02 degrees 04 minutes 51 seconds West along the East line of the Northwest One-Quarter of said Section 33 a distance of 1321.02 feet to a point being the Northwest corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33 also being THE POINT OF BEGINNING; thence South 87 degrees 31 minutes 40 seconds East along the North line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33 a distance of 1313.38 feet to a point being the Northeast corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33; thence South 01 degrees 58 minutes 33 seconds West along the East line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33 a distance of 1292.30 feet to a point on the North right-of-way line of U.S. Highway Number 40 as now established; thence along the said North right-of-way line on a curve to the right having an initial tangent bearing of South 84 degrees 24 minutes 31 seconds West, a radius of 11315.20 feet a distance of 7.84 feet to a point; thence continuing along said North right-of-way South 84 degrees 25 minutes 23 seconds West a distance of 407.04 feet to a point; thence continuing along said North right-of-way South 86 degrees 30 minutes 31 seconds West a distance of 1230.35 feet to a point; thence North 02 degrees 04 minutes 51 seconds East a distance of 637.75 feet to a point; thence South 87 degrees 45 minutes 39 seconds West a distance of 590.90 feet to a point; thence North 08 degrees 42 minutes 49 seconds East a distance of 512.78 feet to a point; thence North 67 degrees 36 minutes 29 seconds East a distance of 824.00 feet to a point; thence South 87 degrees 28 minutes 34 seconds East a distance of 100.03 feet to a point on the East line of the Southwest One-Quarter of the Northwest One-Quarter of said Section 33; thence North 02 degrees 04 minutes 51 seconds East along said East line a distance of 32.86 feet to the point of beginning.

TRACT 2:

All that part of the Northeast One-Quarter of the Southwest One-Quarter and the Northwest One-Quarter of the Southeast One-Quarter of Section 33, Township 49 North, Range 30 West lying North of the North Right of Way line of the Kansas City Southern Railway Company Right of Way and South of the U.S. Highway Number 40 Right of Way line, in Jackson County, Missouri, being more particularly described as follows:

Commencing at the Northeast corner of the Southwest One-Quarter of Section 33, Township 49 Range 30 East: thence South 01 degrees 47 minutes 32 seconds West along the East line of said Southwest One- Quarter a distance of 397.88 feet to a point on the South Right of way line of U.S. Highway Number 40 as now established, said point being the Point of Beginning; thence North 86 degrees 30 minutes 31 seconds East along said South Right of Way a distance of 1320.91 feet to a point on the East line of the Northwest One-Quarter of the Southeast One-Quarter of said Section 33; thence South 01 degrees 50 minutes 55 seconds West along said East line a distance of 109.42 feet to a point on the North Right of Way line of the Kansas City Southern Railway Company; thence South 86 degrees 23 minutes 05 seconds West along said North Right of Way line a distance of 1321.01 feet to a point on the East line of said Northwest One-Quarter of Section 33; thence continuing along said North Right of Way line South 79 degrees 23 minutes 04 seconds West a distance of 720.93 feet to a point of curvature; thence continuing along said North Right of Way line along a tangent curve to the left with a radius of 8744.41 feet, a central angle of 04 degrees 08 minutes 13 seconds, and a length of 631.38 feet to a point on the West line of the Northwest One-Quarter of the Southeast One-Quarter of said Section 33; thence North 01 degrees 58 minutes 33 seconds East along said West line a distance of 303.43 feet to a point on the South Right of Way of said U.S. Highway Number 40; thence North 86 degrees 30 minutes 31 seconds East along said South Right of Way a distance of 1319.93 feet to the Point of Beginning, except any part taken or used for Right of Way.

DESCRIPTION TRACT 3: as described in Quit Claim Deed. Document No. 2014E0065067

All that part of the Northeast One-Quarter of the Southwest One-Quarter and the Northwest One-Quarter of the Southeast One-Quarter of Section 33, Township 49 North, Range 30 West, Jackson County, Missouri, being more particularly described as follows:

COMMENCING at the Northeast corner of the Northwest One-Quarter of said Section 33; thence South 02 degrees 04 minutes 51 seconds West along the East line of the Northwest One-Quarter of said Section 33, a distance of 1321.02 feet to a point, being the Northwest corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33; thence South 87 degrees 31 minutes 40 seconds East along the North line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33, a distance of 1313.38 feet to a point, being the Northeast corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33; thence South 01 degrees 58 minutes 33 seconds West along the East line of the Southwest One-Quarter of the Northeast One-Quarter of said Section 33, a distance of 1292.30 feet to a point on the North right of way line of U.S. Highway Number 40 as now established; thence along the said North right of way line on a curve to the right having an initial tangent bearing of South 84 degrees 24 minutes 31 seconds West, a radius of 11315.20 feet a distance of 7.84 feet to a point; thence continuing along said North right of way South 86 degrees 30 minutes 31 seconds West, a distance of 1230.35 feet to a point; thence South 02 degrees 04 minutes 51 seconds West, a distance of 100.47 feet to a point, said point being 36.50 feet North of the centerline of U.S. Highway Number 40, per Federal project No. F I.352(11), said centerline being the Northern paved edge of the existing roadway; thence North 86 degrees 30 minutes 31 seconds East along a line 36.50 feet North of and parallel to said centerline, a distance of 1240.11 feet to a point; thence North 03 degrees 29 minutes 29 seconds West, a distance of 100.00 feet to the POINT OF BEGINNING and containing 2.836 acres more or less.

TRACTS

TRACT A	408,344.90 SF	9.374 ACRES ±
TRACT B	1,000.00 SF	0.023 ACRES ±
TRACT C	1,000.00 SF	0.023 ACRES ±
TRACT D	1,000.00 SF	0.023 ACRES ±
TRACT E	1,000.00 SF	0.023 ACRES ±
TRACT F	1,000.00 SF	0.023 ACRES ±
TRACT G	1,000.00 SF	0.023 ACRES ±
TRACT H	1,000.00 SF	0.023 ACRES ±
TRACT I	1,000.00 SF	0.023 ACRES ±
TRACT J	1,000.00 SF	0.023 ACRES ±
TRACT K	1,000.00 SF	0.023 ACRES ±

SITE DATA:

EXISTING ZONING	AG
PROPOSED ZONING	PD-R
OVERLAY DISTRICT	ADP-O (ADAMS DAIRY PARKWAY)
GROSS AREA	11.459 ACRES
ROW AREA	11.459 ACRES
NET AREA	50.784 ACRES
LOT TOTAL	179 LOTS
UNIT TOTAL	224 UNITS
UNIT DENSITY (224/71.617*3.13)	3.13 UNITS/ACRES

OPEN SPACE DATA:

MINIMUM ACTIVE OPEN SPACE REQUIRED	9.34 ACRES (15%)
ACTIVE OPEN SPACE PROVIDED	12.25 ACRES (TRACTS C,D,H,J,I)
FORMAL USE TYPES	TRAIL (TRACTS D,H, I, J) POCKET PARK (TRACT D) PRESERVATION (TRACTS I, J)

CLASS H (YELLOW)

LOT #	AREA (SF)	LOT #	AREA (SF)	LOT #	AREA (SF)
1	12,000	41	12,000	81	12,000
2	12,000	42	12,000	82	12,000
3	12,000	43	12,000	83	12,000
4	12,000	44	12,000	84	12,000
5	12,000	45	12,000	85	12,000
6	12,000	46	12,000	86	12,000
7	12,000	47	12,000	87	12,000
8	12,000	48	12,000	88	12,000
9	12,000	49	12,000	89	12,000
10	12,000	50	12,000	90	12,000
11	12,000	51	12,000	91	12,000
12	12,000	52	12,000	92	12,000
13	12,000	53	12,000	93	12,000
14	12,000	54	12,000	94	12,000
15	12,000	55	12,000	95	12,000
16	12,000	56	12,000	96	12,000
17	12,000	57	12,000	97	12,000
18	12,000	58	12,000	98	12,000
19	12,000	59	12,000	99	12,000
20	12,000	60	12,000	100	12,000
21	12,000	61	12,000	101	12,000
22	12,000	62	12,000	102	12,000
23	12,000	63	12,000	103	12,000
24	12,000	64	12,000	104	12,000
25	12,000	65	12,000	105	12,000
26	12,000	66	12,000	106	12,000
27	12,000	67	12,000	107	12,000
28	12,000	68	12,000	108	12,000
29	12,000	69	12,000	109	12,000
30	12,000	70	12,000	110	12,000
31	12,000	71	12,000	111	12,000
32	12,000	72	12,000	112	12,000
33	12,000	73	12,000	113	12,000
34	12,000	74	12,000	114	12,000
35	12,000	75	12,000	115	12,000
36	12,000	76	12,000	116	12,000
37	12,000	77	12,000	117	12,000
38	12,000	78	12,000	118	12,000
39	12,000	79	12,000	119	12,000
40	12,000	80	12,000	120	12,000

CLASS C (GREEN)

LOT #	AREA (SF)	LOT #	AREA (SF)	LOT #	AREA (SF)
121	12,000	141	12,000	161	12,000
122	12,000	142	12,000	162	12,000
123	12,000	143	12,000	163	12,000
124	12,000	144	12,000	164	12,000
125	12,000	145	12,000	165	12,000
126	12,000	146	12,000	166	12,000
127	12,000	147	12,000	167	12,000
128	12,000	148	12,000	168	12,000
129	12,000	149	12,000	169	12,000
130	12,000	150	12,000	170	12,000
131	12,000	151	12,000	171	12,000
132	12,000	152	12,000	172	12,000
133	12,000	153	12,000	173	12,000
134	12,000	154	12,000	174	12,000
135	12,000	155	12,000	175	12,000
136	12,000	156	12,000	176	12,000
137	12,000	157	12,000	177	12,000
138	12,000	158	12,000	178	12,000
139	12,000	159	12,000	179	12,000
140	12,000	160	12,000		

CLASS C (BLUE)

LOT #	AREA (SF)	LOT #	AREA (SF)	LOT #	AREA (SF)
180	12,000	200	12,000	220	12,000
181	12,000	201	12,000	221	12,000
182	12,000	202	12,000	222	12,000
183	12,000	203	12,000	223	12,000
184	12,000	204	12,000	224	12,000
185	12,000	205	12,000		
186	12,000	206	12,000		
187	12,000	207	12,000		
188	12,000	208	12,000		
189	12,000	209	12,000		
190	12,000	210	12,000		
191	12,000	211	12,000		
192	12,000	212	12,000		
193	12,000	213	12,000		
194	12,000	214	12,000		
195	12,000	215	12,000		
196	12,000	216	12,000		
197	12,000	217	12,000		
198	12,000	218	12,000		
199	12,000	219	12,000		

DUPLEX

LOT #	AREA (SF)	LOT #	AREA (SF)	LOT #	AREA (SF)
225	12,000	245	12,000	265	12,000
226	12,000	246	12,000	266	12,000
227	12,000	247	12,000	267	12,000
228	12,000	248	12,000	268	12,000
229	12,000	249	12,000	269	12,000
230	12,000	250	12,000	270	12,000
231	12,000	251	12,000	271	12,000
232	12,000	252	12,000	272	12,000
233	12,000	253	12,000	273	12,000
234	12,000	254	12,000	274	12,000
235	12,000	255	12,000	275	12,000
236	12,000	256	12,000	276	12,000
237	12,000	257	12,000	277	12,000
238	12,000	258	12,000	278	12,000
239	12,000	259	12,000	279	12,000
240	12,000	260	12,000	280	12,000
241	12,000	261	12,000	281	12,000
242	12,000	262	12,000	282	12,000
243	12,000	263	12,000	283	12,000
244	12,000	264	12,000	284	12,000

SCHLAGEL
ENGINEERS, PLANNERS, SURVEYORS, LANDSCAPE ARCHITECTS
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PREPARED BY:

SCHLAGEL & ASSOCIATES, P.A.

IRONWOOD
PRELIMINARY PLAT
HWY 40 AND SNI A BAR PKWY BLUE SPRINGS, MISSOURI

REVISION DATE	DESCRIPTION
08/29/2024	CITY COMMENTS
09/12/2024	CITY COMMENTS
---	---
---	---
---	---
---	---
---	---

DRAWN BY: MJH
CHECKED BY: ALL
DATE PREPARED: 2024.08.08
PROJ. NUMBER: 24-181

PRELIMINARY PLAT

SHEET
PP1.0

Received
09/18/2024

Landscape Schedule

Symbol	Qty	Botanical Name	Common Name	Min.Root	Min.Size	Caliper	Remarks
OVERSTORY TREES = 8 Plant Units each							
	25	Pistacia chinensis 'Bubba'	Shademaster Pistachio			2"	6' min. clear, ground to canopy
	10	Platanus x acerifolia	London Plane Tree			2"	6' min. clear, ground to canopy
	68	Acer x rhamotum 'Bowhall'	Pacific Sunset Maple			2"	6' min. clear, ground to canopy
	78	Quercus bicolor	Swamp White Oak			2"	6' min. clear, ground to canopy
	25	Q. macrocarpa x Q. parvifolia	Prairie Elm			2"	6' min. clear, ground to canopy
	56	Quercus rubra	Northern Red Oak			2"	6' min. clear, ground to canopy
EVERGREEN TREES = 8 Plant Units each							
	34	Juniper chinensis	Eastern Red Cedar		6' Ht.		symmetrical pyramidal form
	9	Juniperus chinensis 'Hetzeii'	Hetzeii Juniper		6' Ht.		symmetrical pyramidal form
	10	Picea abies	Norway Spruce		6' Ht.		symmetrical pyramidal form
ORNAMENTAL TREES = 5 Plant Units each							
	31	Cercis canadensis	Eastern Redbud		6' Ht.		
DECIDUOUS SHRUBS/GRASSES = 1 Plant Units each							
	28	Liriope muscari 'Variegata'	Variegated Lilirope		1 gal.		Plant @ 18" O.C.
	21	Alium 'Millenium'	Onion - Ornamental		1 gal.		Plant @ 18" O.C.
	0	Abelia x grandiflora 'Kaleidoscope'	Kaleidoscope Abelia		5 gal.		Plant @ 4' O.C.
	24	Calamagrostis acutiflora 'Karl Foerster'	Feather Reed Grass		1 gal.		Plant @ 18" O.C.
EVERGREEN SHRUBS = 1 Plant Units each							
	49	Juniperus chinensis 'Sea Green'	Sea Green Juniper		3 gal.		Plant @ 4' O.C.
	7	Juniperus chinensis 'Gold Coast'	Gold Coast Juniper		5 gal.		Plant @ 4' O.C.
	14	Juniperus horizontalis 'Wiltoni'	Blue Rug Juniper		1 gal.		Plant @ 24" O.C.
EXISTING TREES/SHRUBS TO BE PRESERVED							

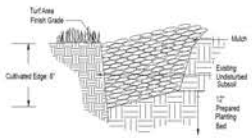
Landscape Notes

Street trees are required adjacent to all street rights-of-way at a spacing of 1 large/medium shade tree per 75 feet of frontage or 1 small shade/ornamental tree per 40 feet of frontage.

Landscape Calculations Chart

Parcel Zoning: Single-Family/ PUD/Restricted Overlay

Location/ Tract	Buffer Detail: Length (minus intersecting ROW's)	Buffer Type	Buffer Width Provided	Calcs. pu Required	Est. Plant Units	Proposed Plant Units: Shade Trees (8 pu)	Ornamental Trees (5 pu)	Evergreen Trees (5 pu)	Upright Evergreens (3 pu)	Shrub/ Perennials (1 pu)	Subtotals: Minimum Provided	Requirements Met
Adj. to Hwy 40 (South)	1176	15' / 15' Min	30' (min)	471	0	164	60	160	0	48	472	YES
Adj. to Common Zoning (East, West, North)	NA	10' / 15' Min	Varies	NA	Thousands	0	0	0	0	0	NA	YES
	Site SF			Open Space Landscaping - 1 unit per 500 SF - Amenity Area (37,643/500 = 75)								
Open Space Landscaping	37,643			75	0	90	30	135	0	0	201	YES
	Total Stalls	Units Req.		Parking Lot Landscaping - 2 unit per uncovered stall								YES
Park Lot	12	2		24	0	24	0	0	0	0	24	YES
TOTALS				570	Thousands	304	90	315	0	48	757	YES



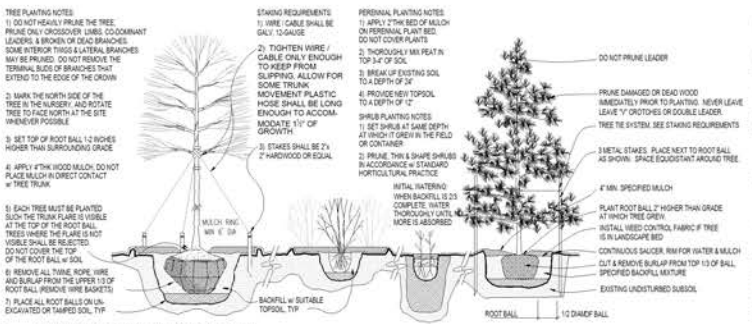
2 CULTIVATED EDGE DETAIL
SCALE: NTS

Planting Notes

1. Location of all existing utilities needs to done before commencing work.
2. The planting plan graphically illustrates overall plant massings. Each plant species massing shall be placed in the field to utilize the greatest coverage of ground plane. The following applies for individual plantings:
a. Creeping groundcover shall be a minimum of 6" from paving edge.
b. All trees shall be a minimum of 3' from paving edge.
c. All plants of the same species shall be equally spaced apart and placed for best aesthetic viewing.
d. All shrubs shall be a minimum of 2' from paved edge.
3. Mulch all planting bed areas to a minimum depth of 3". Mulch individual trees to a minimum depth of 4".
4. Note: If plants are not labeled - they are existing and shall remain.
5. In the event of work in or on a JCW sanitary main, any trees or plantings placed within the sewer easement may be removed without replacement or compensation there-of and shall be replaced by the property owner as required by the City.
6. All landscaped areas in ROW shall be sodded and irrigated unless otherwise specified.

Materials:
1. Plant material shall be healthy, vigorous, and free of disease and insects as per AAN standards.
2. Shredded bark mulch installed at trees shall be finely chipped and shredded hardwood chips, consisting of pure wood products and free of all other foreign substances. Pine bark compost mulch installed at planting bed areas shall be free of all other foreign substances.

Installation:
1. All planting beds shall be amended with 1 cubic yard of peat moss per 1,000 square feet. Till peat moss into soil to a 6" depth. A 10-10-10 fertilizer shall be spread over all planting areas prior to planting, at a rate of 50 pounds per 2,000 square feet.
2. After plants have been installed, all planting beds shall be treated with Dacthal pre-emergent herbicide prior to mulch application.
3. Plant pit backfill for trees and shrubs shall be 50% peat or well composted manure and 50% topsoil.
4. Plant material shall be maintained and guaranteed for a period of one year after Owner's acceptance of finished job. All dead or damaged plant material shall be replaced at Landscape Contractor's expense.
6. Landscape contractor shall maintain all plant material until final acceptance, at which point the one year guarantee begins.



1 PLANTING INSTALLATION DETAILS
SCALE: NTS



3 STREET TREE AND BUFFER PLAN
SCALE: 1"=100'-0"

MEIER LANDSCAPE ARCHITECTURE
15245 Metcalf Ave.
Overland Park, KS 66223
913.787.2817

CLIENT
Ashlar Homes
2800 NW Hunter Dr,
Blue Springs, MO 64015

PROJECT
Ironwood Community
Hwy 40 and NW
Sni-A-Bar Dr.
Blue Springs, MO

SCALE: 1"=100' NORTH
0 100 200 300

Date: 8.29.2024
Project #: 1142
Landscape Plan

L3

Received
08/30/2024 10:40:41 AM



1 STREETSCAPE RENDERING ENLARGEMENT VIEW

SCALE: 1"=50'

MEIER
LANDSCAPE ARCHITECTURE
15245 Metcalf Ave.
Overland Park, KS 66223
913.787.2817

CLIENT
Ashlar Homes
2800 NW Hunter Dr,
Blue Springs, MO 64015

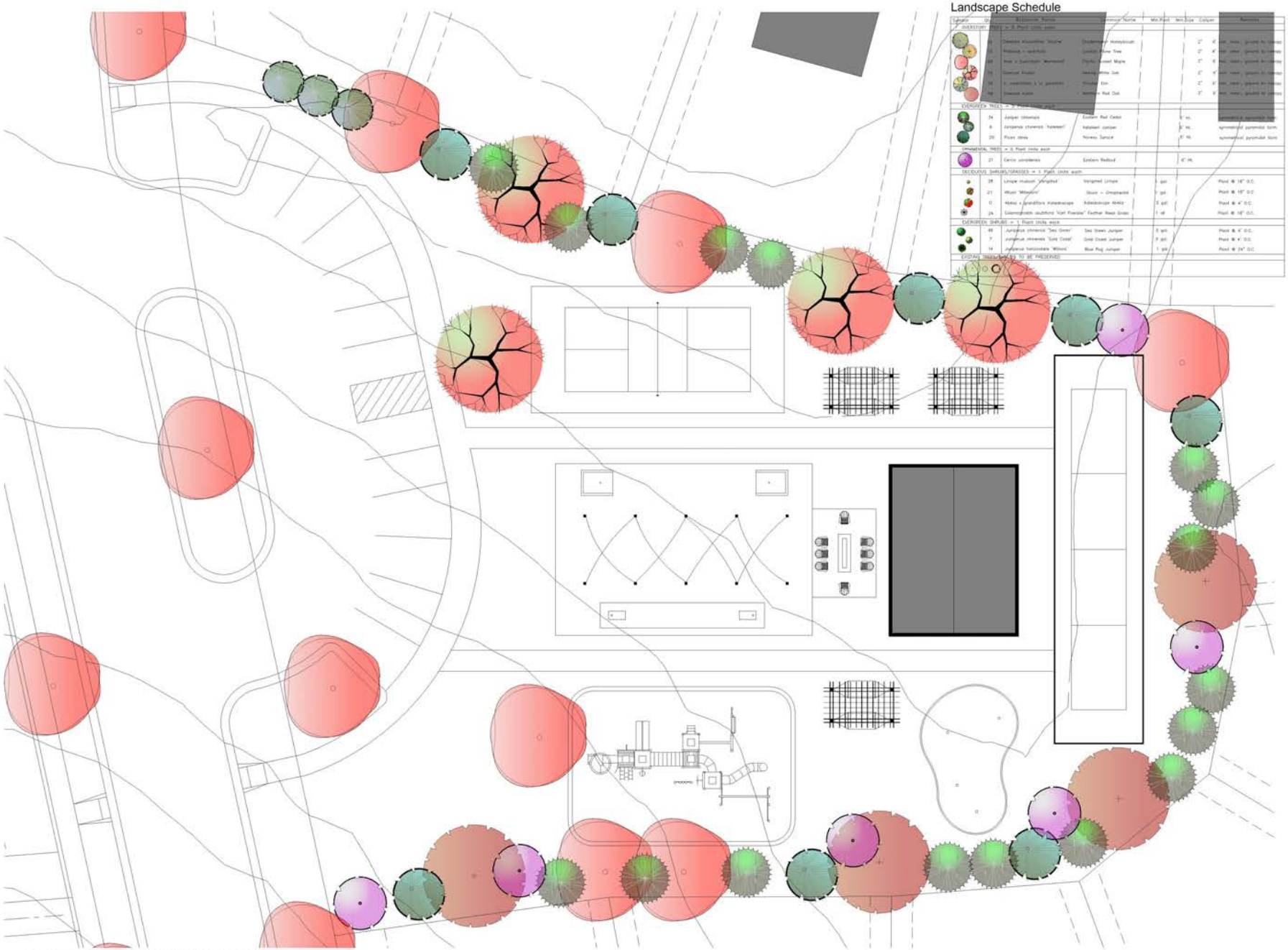
PROJECT
Ironwood Community
Hwy 40 and NW
Sni-A-Bar Dr.
Blue Springs, MO

SCALE: 1"=50' NORTH
0 50 100 150

Date: 8.29.2024
Project #: 1142
Landscape Plan

L4

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08/30/2024 10:40:41 AM



1 AMENITY AREA CONCEPT PLAN
SCALE: 1"=10'-0"

MEIER
LANDSCAPE ARCHITECTURE
15245 Metcalf Ave.
Overland Park, KS 66223
913.787.2817

CLIENT
Ashlar Homes
2800 NW Hunter Dr,
Blue Springs, MO 64015

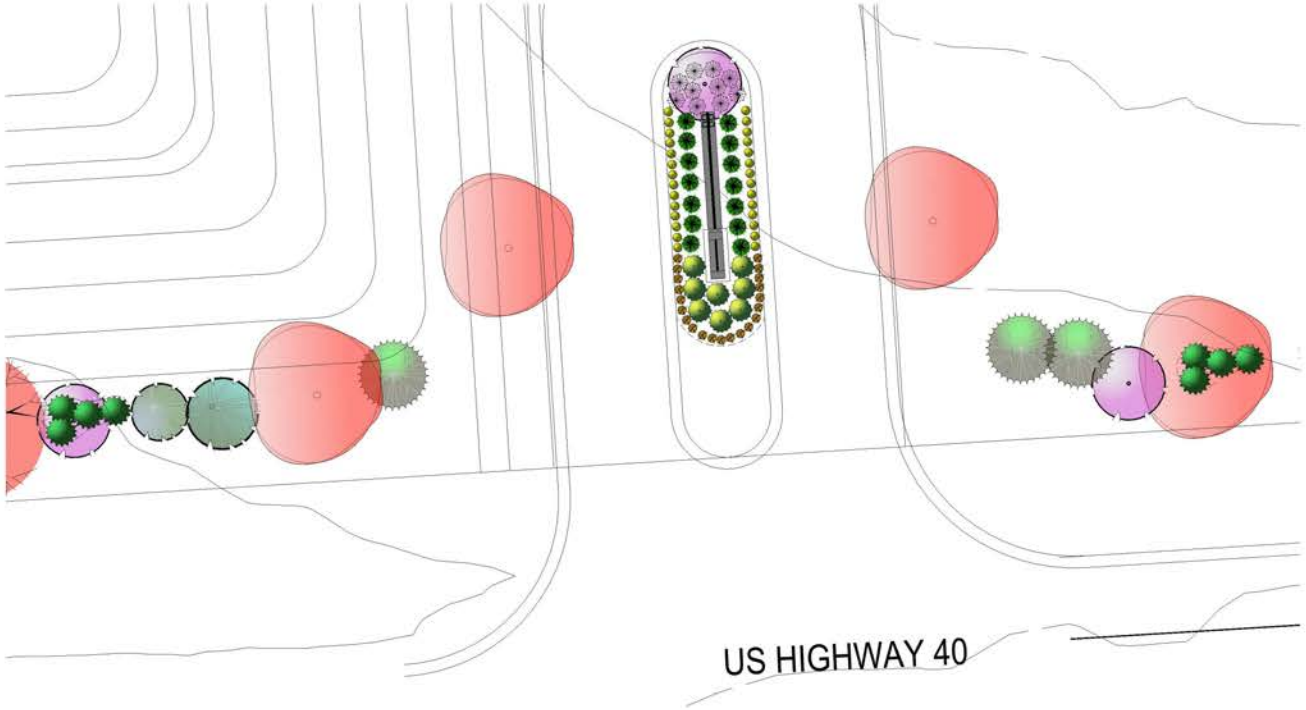
PROJECT
Ironwood Community
Hwy 40 and NW
Sni-A-Bar Dr.
Blue Springs, MO

SCALE: 1"=10'
NORTH
0 10 20 30

Date: 8.29.2024
Project #: 1142
Landscape Plan

L1

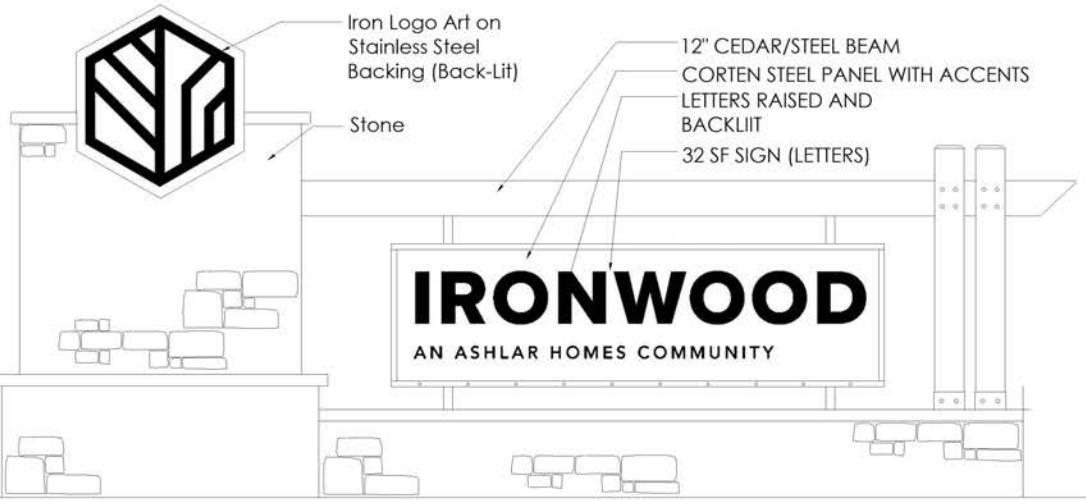
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08/30/2024 10:40:41 AM



1 MAIN ENTRY MONUMENT CONCEPT PLAN (PLAN VIEW)
SCALE: 1"=10'-0"

Landscape Schedule

Symbol	Qty	Botanical Name	Common Name	Min Root	Min Size	Caliper	Remarks
OVERSTORY TREES = 6 Plant Units each							
	23	Gleditsia triacanthos 'Skyline'	Shademaster Honeylocust			2"	6' min. clear, ground to canopy
	10	Platanus x acerifolia	London Plane Tree			2"	6' min. clear, ground to canopy
	68	Acer x truncatum 'Warrenred'	Pacific Sunset Maple			2"	6' min. clear, ground to canopy
	78	Quercus bicolor	Swamp White Oak			3"	6' min. clear, ground to canopy
	55	U. parvifolia x U. pumila	Frontier Elm			2"	6' min. clear, ground to canopy
	56	Quercus rubra	Northern Red Oak			2"	6' min. clear, ground to canopy
EVERGREEN TREES = 5 Plant Units each							
	34	Juniper chinensis	Eastern Red Cedar			6' ht.	symmetrical pyramidal form
	9	Juniperus chinensis 'Hetzeiii'	Hetzeiii Juniper			6' ht.	symmetrical pyramidal form
	20	Picea abies	Norway Spruce			6' ht.	symmetrical pyramidal form
ORNAMENTAL TREES = 5 Plant Units each							
	21	Cercis canadensis	Eastern Redbud			6' ht.	
DECIDUOUS SHRUBS/GRASSES = 1 Plant Units each							
	58	Liriope muscari 'Variegated'	Variegated Liriope		1 gal.		Plant @ 18" O.C.
	37	Allium 'Millenium'	Ornamental Onion		1 gal.		Plant @ 18" O.C.
	5	Abelia x grandiflora 'Kaleidoscope'	Kaleidoscope Abelia		3 gal.		Plant @ 4' O.C.
	24	Calamagrostis acutiflora 'Karl Foerster'	Feather Reed Grass		1 gal.		Plant @ 18" O.C.
EVERGREEN SHRUBS = 1 Plant Units each							
	68	Juniperus chinensis 'Sea Green'	Sea Green Juniper		3 gal.		Plant @ 4' O.C.
	7	Juniperus chinensis 'Gold Coast'	Gold Coast Juniper		3 gal.		Plant @ 4' O.C.
	14	Juniperus horizontalis 'Wiltonii'	Blue Rug Juniper		1 gal.		Plant @ 24" O.C.
EXISTING TREES/SHRUBS TO BE PRESERVED							



2 ENTRY MONUMENT CONCEPT (ELEVATION VIEW) FOR ILLUSTRATIVE PURPOSES ONLY
SCALE: NOT TO SCALE

MEIER
LANDSCAPE ARCHITECTURE
15245 Metcalf Ave.
Overland Park, KS 66223
913.787.2817

CLIENT
Ashlar Homes
2800 NW Hunter Dr,
Blue Springs, MO 64015

PROJECT
Ironwood Community
Hwy 40 and NW
Sni-A-Bar Dr.
Blue Springs, MO

SCALE: 1"=10' NORTH
0 10 20 30

Date: 8.29.2024
Project #: 1142
Landscape Plan

L2

Received
08/30/2024 10:40:41 AM

CITY OF BLUE SPRINGS, MISSOURI

CITY COUNCIL
October 7, 2024

EXHIBITS FOR PUBLIC HEARING

PS PROPERTY SERVICES CONDITIONAL USE PERMIT (CUP-08-24-9259)

EXHIBIT #1 City Council Information Form dated September 24, 2024 with the following attachments: Staff Report with attachments; Application with attachments; Affidavit of Publication in The Examiner on September 7, 2024; 185 ft. Notification Map; Names/addresses of property owners within 185 ft. of site; Copy of letter sent to said property owners; Title IV, Land Use Section – Blue Springs Code of Ordinances (by reference); 2014 Comprehensive Plan (by reference) and Bill approving the Conditional Use Permit

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: September 24, 2024

SUBMITTED BY: Mike Mallon **DEPARTMENT: City Development**

☒ Ordinance	☐ Resolution	☐ Presentation	☒ Public Hearing
☐ Contract	☐ Discussion	☐ Economic Dev.	☐ Other

ISSUE/REQUEST

A public hearing is being held at the request of the Applicant, Stacey Heath, on behalf of PS Property Services, LLC, for consideration to approve a Conditional Use Permit (CUP) with Alternative Development Standards (ADS) allowing the Construction and Building Contractor land use on a 0.44 +/- acre property generally located at the NW corner of NW 10th and Vesper streets. The property is addressed 309-315 NW 10th Street (CUP-08-24-9259). Upon conclusion of the public hearing, a Bill approving the Conditional Use Permit will be ready for introduction and readings.

BACKGROUND/JUSTIFICATION

Prior to November 7, 2022, the City did not allow the Building and Construction Contractor land use in the "GB" General Business zoning district. Ordinance 5163 was approved by the City Council, which allows the Building and Construction Contractor land use in the "GB" General Business zoning district with an approved CUP.

The applicant, Stacey Heath with PS Property Services, LLC, is requesting a CUP with ADS to operate their property maintenance (Building or Construction Contractor land use) business, PS Property Services, LLC, at 309-315 NW 10th Street. A CUP is required for Building and Construction Contractor land uses in the "GB" General Business zoning district. Furthermore, the applicant is also requesting ADS since the property is already developed and does not meet the Unified Development Code (UDC) Special Use Standards for this land use.

The location of this property and immediate surrounding area spanning from 10th Street west to the nearby Kansas City Southern Railroad largely consists of light industrial land uses. These uses vary, including but not limited to automobile mechanics, aviation equipment manufacturing, and various small contractors. The applicant previously received approval for a Conditional Use Permit in 2023, specifically for the address 315 NW 10th Street. The applicant has changed addresses within the property since the previous CUP approval, which was specifically assigned to the tenant space addressed 315. This CUP application will be for the entire property, 309-315 NW 10th Street.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
October 8, 2024	N/A

STAFF RECOMMENDATION

Staff recommends approval of the Conditional Use Permit application subject to the following four conditions:

1. Approval based on the representations of any drawings presented as part of this application does not waive any requirements or development standard contained in the UDC unless otherwise specified by the Alternative Development Standards.

2. The Conditional Use Permit allows the "Construction or Building Contractor (With Machinery, Equipment, Or Storage)" land use to be allowed at the property addressed 309-315 NW 10th Street.

3. Staff recommends that the requested deviation from Section 405.050 be approved to allow the existing overhead doors on the building, which do front an arterial or collector street.

4. Staff recommends that the requested deviation from Section 405.050 be approved to allow company vehicles to be parked overnight in the approved parking spaces on the property. Given the property is already developed, the only feasible parking area is provided along the street frontage, an exception should be made for this request to accommodate the contractor business.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Planning Commission
Date:	September 23, 2024
Action:	Recommended Conditional Use Permit: 8 Aye 0 No

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Staff Report with attachments; Application with attachments; Affidavit of Publication in The Examiner on September 7, 2024; 185 ft. Notification Map; Names/addresses of property owners within 185 ft. of site; Copy of letter sent to said property owners; Title IV, Land Use Section – Blue Springs Code of Ordinances (by reference); 2014 Comprehensive Plan (by reference)
2. Bill approving the Conditional Use Permit.

REVIEWED BY:

Requesting Director: ***Mike Mallon***	Budget: ***N/A***
Legal: ***Jennifer Baird***	City Administrator: ***Christine Cates***

PLANNING APPLICATION REVIEW STAFF REPORT

Meeting Dates:	Planning Commission: September 23, 2024 City Council: October 7, 2024
Project Name:	***PS Property Services, LLC***
Site Location:	309-315 NW 10th Street
Project Request:	CUP-08-24-9259; Conditional Use Permit to Allow for the Building or Construction Contractor (With Machinery, Equipment, Or Storage) land use in a "GB" General Business Zoning District with Alternative Development Standards

Applicant: Stacey Heath | PS Property Services, LLC
Property Owner: Burge Investment Group, LLC
Staff Planner: Christopher Willis | Associate Planner

Project Description: The applicant is requesting a Conditional Use Permit (CUP) to operate their property maintenance (Building or Construction Contractor land use) business, PS Property Services, LLC, at 309-315 NW 10th Street. The proposed scope of this Conditional Use Permit (CUP) is to request that the entire site, 309-315 NW 10th Street, allow for a Building or Construction Contractor (With Machinery, Equipment, Or Storage) within the "GB" General Business zoning district. The location of this property and immediate surrounding area spanning from 10th Street west to the nearby Kansas City Southern Railroad largely consists of light industrial land uses. These uses vary, including but not limited to automobile mechanics, aviation equipment manufacturing, and various small contractors. The applicant previously received approval for a Conditional Use Permit in 2023, specifically for the address 315 NW 10th Street. The applicant has changed addresses within the property since the previous CUP approval, which was specifically was assigned to the tenant space addressed 315. This CUP application will be for the entire property, 309-315 NW 10th Street.

On November 7th, 2022, City Council approved Ordinance 5163 which allows Building and Construction Contractor land uses in the "GB" General Business zoning district with an approved CUP. Prior to this ordinance approval, the City did not allow the Building and Construction Contractor land use to exist in the "GB" General Business zoning district.

The City's Unified Development Code Section 405.050 provides Special Use Standards for this land use classification. These will have to be met as part of the CUP process, along with the approved CUP.

Staff Recommendation: Staff recommends approval with conditions of the Conditional Use Permit application. Conditions are identified at the end of this report.

Previous Actions:

Date	Review Body	Action
1985	City Council	Approved rezoning of the subject property and the lots to the west along 11th Street were from I-1 (Light Industrial District) to B-2 (General Business District)

November 2023	Planning Commission	Recommendation of approval of a Conditional Use Permit with Alternative Development Standards allowing the Construction Contractor land use at 315 NW 10th Street.
December 2023	City Council	Conditional Use Permit with Alternative Development Standards was approved allowing the Construction Contractor land use at 315 NW 10th Street.

Future Applications: There are no administrative applications required if a Conditional Use Permit is granted.

Adjacent Properties:

Direction	Current Zoning	Current Land Use(s)
North:	"LI" Light Industrial	Warehouse/Distribution Center
South:	"GB" General Business	Health Club
East:	"GB" General Business	Office, small
West:	"LI" Light Industrial & "GB" General Business	Vehicle Repair, limited

CONDITIONAL USE PERMIT ANALYSIS

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

Land Use: The approval of a CUP will allow for the proposed land use, Building or Construction Contractor (With Machinery, Equipment, Or Storage), to be located within the "GB" General Business zoning district located at 309-315 NW 10th Street.

Building Typology: The existing commercial building will remain as is, no changes are proposed.

Architectural Character: The existing site layout includes one (1) block building with eight (8) overhead doors located along the east façade front NW 10th Street. The building is considered Legal Non-Conforming.

Parking: Vehicular parking is required and proposed as follows:

Land Use	Required	Provided
Warehousing and Wholesale	Not to Exceed 1 Space per 1,000-sft – Required 1	10 spaces

Bicycle Parking is required as follows:

Land Use	Required	Provided
Warehousing and Wholesale	0 (Legal Non-Conforming)	0 (Legal Non-Conforming)

The site as it exists today, already meets the required parking spaces as well as the required parking stall sizes. Given this site is already developed, the layout is constrained and has legal non-conforming status.

Streets & Sidewalks: The site has two existing access points, one along NW 10th and another along NW Vesper Street. There is an existing sidewalk along the east side of NW 10th Street. However, there is no public sidewalk currently along Vesper. Given the current CUP request is not proposing to modify the existing developed site, the construction of new sidewalk will not be required.

Pedestrian Access: The site will not have to be brought up to current code as the applicant has not proposed any further modifications.

Traffic: This CUP application will not warrant any traffic studies or street improvements.

Stormwater: As no new development is proposed, the existing stormwater runoff will not be impacted.

Sanitary Sewer: As no new development is proposed, the sanitary sewer system will not be impacted.

Signage: Any proposed signs will be reviewed through an Administrative Sign Permit so long as they meet the Sign Code.

Frontage & Landscaping: The applicant is moving from one existing unit in the building to another unit in the same building on the site and will not be required to improve the frontage or landscape areas.

Open Space: As no changes will be made to the existing site, open space will not be impacted.

Preservation: The applicant has not proposed any modifications to the existing developed site.

Phasing: The applicant has not proposed any further development at the time of the application submittal.

Special Use Standards: Per UDC Section 405.050(31) the following regulations shall apply to all Building and Construction Contractor land uses.

a. All storage of machinery and equipment shall be placed in the rear or non-street corner sides of the building and screened from street view and, if adjacent to less-intensive zoning districts, with an opaque fence between six (6) feet and eight (8) feet tall to

screen the storage area. Screening shall be coordinated with the building to maintain a unified appearance.

Staff Response: The applicant plans to utilize the existing building on site to store all materials and equipment. This criterion is not applicable to the application.

b. Storage areas located further than three hundred (300) feet from the street or adjacent properties and not readily visible from the street or adjacent properties need not provide screening.

Staff Response: The applicant plans to utilize the existing building on site to store all materials and equipment. This criterion is not applicable to the application.

c. When located in the General Business – GB Zoning District, a conditional use permit is required, and shall be considered based upon the following additional standards:

(1) Unless otherwise approved as part of the conditional use permit process;

(a) No front or street-facing building façade facing an arterial or collector street shall be modified to include overhead doors for the proposed building or construction contractor land use. Overhead doors may only be located on side or rear facades of a building.

Staff Response: The applicant is requesting an Alternative Development Standard from this criterion as there are existing overhead doors in the front building facade. There are no further modifications proposed to the overhead doors. Staff supports this deviation.

(b) All storage of trailers, company vehicles or other similar equipment may not be located within the required front or street side of the building in the GB Zoning District.

Staff Response: The applicant is requesting an Alternative Development Standards from this criterion. The layout of the existing developed site makes accommodating the proposed land use while meeting the above criterion unfeasible. Storage of company vehicles is only allowed in the front or street side of the building. Staff supports this deviation.

(c) The building or construction contractor land uses shall not alter the essential character or negatively impact the building, site, or surrounding properties and businesses.

Staff Response: The applicant has not proposed any alterations that would alter the essential character or negatively impact the building, site, or surrounding properties and businesses.

Modifications

Requested: The applicant is proposing the following modifications through Alternative Development Standards related to the Special Use Standards Section of the Unified Development Code(UDC):

- **Per 405.050(A)(31)(c)(1)(a) – Deviation from this section to allow the existing overhead doors on the building, which do front an arterial or collector street.**
- **Per 405.050(A)(31)(c)(1)(b) – Deviation from this section to allow for the overnight parking of company vehicles in the front or street side of the building.**
- **Per 407.010-3 – Deviation from this table to allow for parking along the north side of the building adjacent to NW Vesper Street. As approved on the previous conditional use permit (CUP-09-23-8898), the parallel parking spot will remain on the north side of the property.**

Review Criteria: *Alternative Development Standards shall be reviewed according to the following criteria:*

1. That the proposed Alternative Development Standard(s) (ADS) will better serve the public interest by the establishment of the proposed alternative development standard(s).

   STAFF RESPONSE: The proposed alternative development standards would allow the existing building units on site, to be occupied by users that are in general alignment with the adjacent Light Industrial land-uses. Due to the constraints of the existing site, the front yard area is the only feasible location for parking, making code 405.050(A)(31)(c)(1)(b) unattainable for this applicant.

2. That the proposed alternative development standard(s) will be consistent with the objectives, policies and general land uses and programs specified in the City's Comprehensive Plan.

   STAFF RESPONSE: The proposed Alternative Development Standards are requested due to the non-conformities of the building and layout of the site. Additionally, the Comprehensive Plan does not provide a Specific Plan for this area of the city, which defines objectives, policies, general land uses, and programs.

3. That the proposed alternative development standard(s) is consistent with other provisions of this Chapter.

   STAFF RESPONSE: Given the building is existing and considered Legal Non-conforming in nature, the proposed Alternative Development Standards are consistent with this Chapter of the UDC.

4. That the location, size, design, and operating characteristics of the proposed alternative development standard(s) will not create unusual noise, traffic or other conditions or situations that may be objectionable, detrimental, or incompatible with other permitted uses in the vicinity.

   STAFF RESPONSE: Staff recognizes that most of this area has been developed and utilized in a manner that makes this deviation consistent with surrounding properties. However, given the constraints of the existing site, outright allowing head-in parking where vehicles must back into right-of-way cause traffic safety

concerns. The proposed 45-degree parking angle would cause the bumpers of the parked vehicles to extend beyond the curb line where traffic is circulating.

5. That the proposed alternative development standard(s) will not result in conditions or circumstances contrary to the public health and safety and the general welfare.

   STAFF RESPONSE: Staff does not believe the proposed alternative development standards will result in conditions or circumstances contrary to the public health, safety, and general welfare.

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

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

   STAFF RESPONSE: The application will allow the entire site (309-315 NW 10th Street) to be used as by the Building and Construction Contractor land use as approved by this CUP and will be in conformance with the Unified Development Code (UDC). It both supports the existing zoning of the property and the abutting districts.

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

   STAFF RESPONSE: No additional development is being proposed.

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

   STAFF RESPONSE: Staff has not identified any additional site-specific conditions necessary to meet the purposes and intent of this development code.

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

   STAFF RESPONSE: Staff does not believe that the previously requested parking deviation to allow for parallel parking spot on the north side of the building will have a negative impact on the public realm. However, Staff does acknowledge that most properties in this area currently contribute to this concern.

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

   STAFF RESPONSE: There are existing drainage and utility facilities on site. There are no proposed changes or additions, and the existing facilities will be capable of handling the proposed demand and/or impacts to the site.

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

STAFF RESPONSE: No substantial modifications are being proposed to the existing developed site.

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

   STAFF RESPONSE: The proposed use is industrial in nature which is in alignment with existing uses of neighboring properties. Staff does not anticipate negative impacts on adjacent properties.

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

   STAFF RESPONSE: Staff has not identified any aspect of this proposed project that would prevent future development or use of the neighboring property as required by the Unified Development Code (UDC).

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

   STAFF RESPONSE: Staff has not identified any negative impacts affecting the long-range plans for this specific site and surrounding area. The long-range plans for this site and area are not negatively impacted.

10. The recommendations of professional staff.

    STAFF RESPONSE: Staff recommends approval of the Conditional Use Permit with conditions listed below.

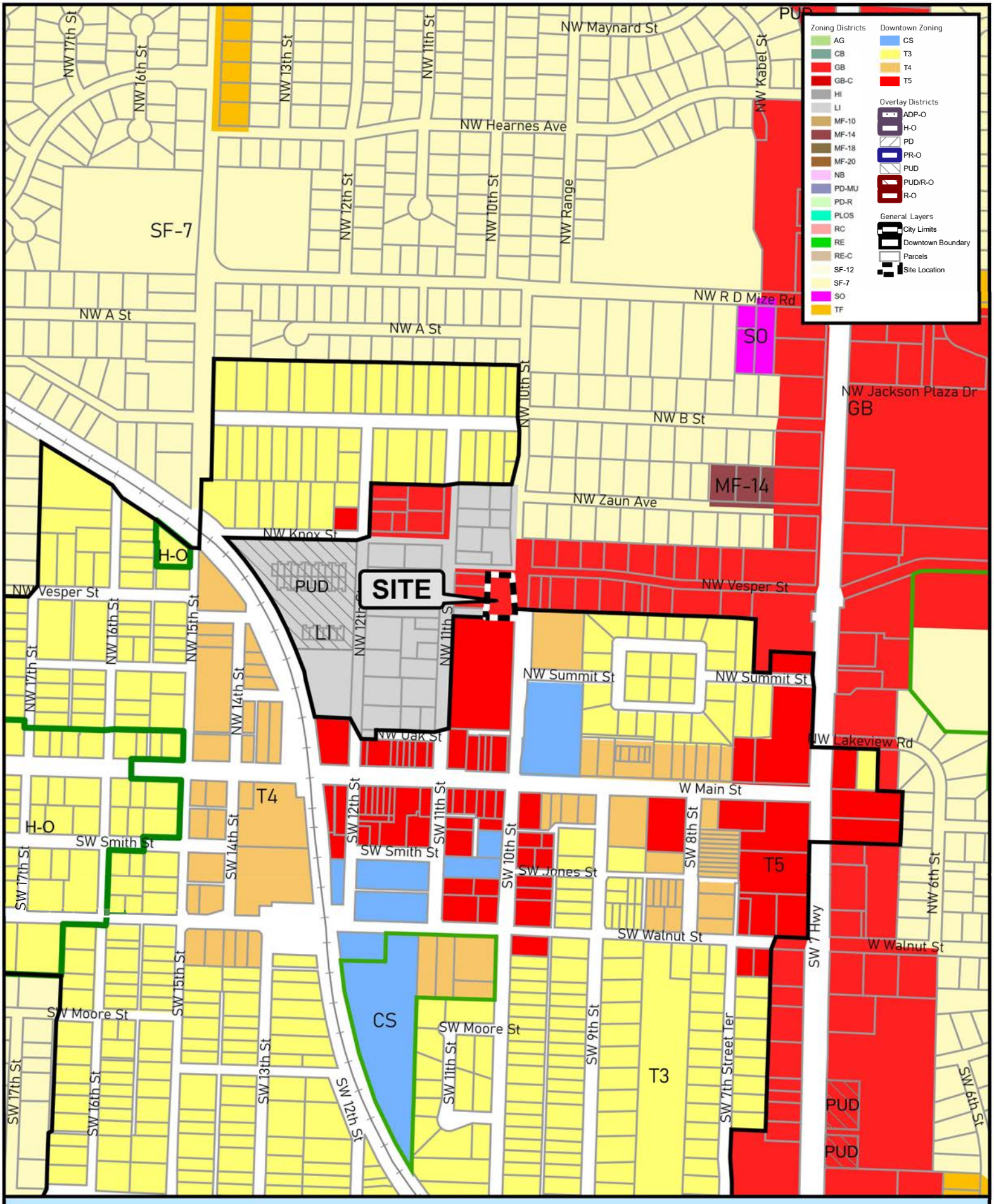
Findings of fact identifying and evaluating all factors relevant to the application shall be made part of the public record. Approval shall be subject to those specific facts and any additional conditions made as part of the review and approval. Any amendment to a conditional use permit shall require the same process as the original approval.

STAFF RECOMMENDATION:

Staff recommends approval of the Conditional Use Permit application subject to the following conditions:

1. Approval based on the representations of any drawings presented as part of this application does not waive any requirements or development standard contained in the UDC unless otherwise specified by the Alternative Development Standards.
2. The Conditional Use Permit allows the "*Construction or Building Contractor (With Machinery, Equipment, Or Storage)"* land use to be allowed at the property addressed 309-315 NW 10th Street.
3. Staff recommends that the requested deviation from Section 405.050 be approved to allow the existing overhead doors on the building, which do front an arterial or collector street.
4. Staff recommends that the requested deviation from Section 405.050 be approved to allow company vehicles to be parked overnight in the approved parking spaces on the property. Given

the property is already developed, the only feasible parking area is provided along the street frontage, an exception should be made for this request to accommodate the contractor business.



The City of Blue Springs Missouri

CUP-08-24-9259
309-315 NW 10TH STREET
PARCEL# 35-710-10-01-00-0-00-000
AERIAL LOCATION MAP

N

1 inch = 500 feet

Date: 09/01/24



The City of Blue Springs Missouri

CUP-08-24-9259
309-315 NW 10TH STREET
PARCEL # 35-710-10-01-00-0-00-000
AERIAL LOCATION MAP

N

1 inch = 29 feet
Date: 09/02/24

Generalized Summary of PS Property Services LLC:

We are a home service company, licensed to work in the fields of HVAC, Electrical, Plumbing and General Contracting. The property of 309-311 NW 10th St is our general place of business. We conduct daily administrative duties and store our trade tools and supplies at this address. We are requesting Alternative Development Standards for the following UDC requirements:

405.050 (A)(31) Special Use Standards for Building or Construction Contractor

a. All storage of machinery and equipment shall be placed in the rear or non-street corner sides of the building and screened from street view and, if adjacent to less-intensive zoning districts, with an opaque fence between six (6) feet and eight (8) feet tall to screen the storage area. Screening shall be coordinated with the building to maintain a unified appearance.

Response: This is not applicable.

b. Storage areas located further than three hundred (300) feet from the street or adjacent properties and not readily visible from the street or adjacent properties need not provide screening.

Response: This is not applicable.

c. When located in the General Business – GB Zoning District, a conditional use permit is required, and shall be considered based upon the following additional standards:

(1) Unless otherwise approved as part of the conditional use permit process;

(a) No front or street-facing building façade facing an arterial or collector street shall be modified to include overhead doors for the proposed building or construction contractor land use. Overhead doors may only be located on the side or rear facades of a building.

Response: We are requesting deviation from this item, as there are existing overhead doors which are street-facing. We will not be making any modifications to what is existing.

(b) All storage of trailers, company vehicles or other similar equipment may not be located within the required front or street side of the building in the GB Zoning District.

Response: We are requesting deviation from this item. We have company vehicles, trailers that we would need to park overnight at our place of business.

(c) The building or construction contractor land uses shall not alter the essential character or negatively impact the building, site, or surrounding properties and businesses.

Response: Acknowledged.

The City of Blue Springs Missouri

Planning Application

903 W Main Street, Blue Springs, MO | 816-228-0207
developmentsubmittals@bluespringsgov.com

OFFICE USE ONLY – *Updated 10-13-2020*	
CASE #:	CUP-08-24-9259
PC MEETING:	9/23/2024
CC MEETING:	10/7/2024
BOA MEETING:	
NEWSPAPER:	9/7/2024
NOTICE LETTERS:	9/6/2024
PLANNER:	Chris Willis

PROJECT LOCATION INFORMATION (*separate applications required if project boundaries differ*)

309-315 NW 10th Street
Project Name

309-315 NW 10th Street, Blue Springs, MO 64015
Project Address (Parcel ID if No Address Assigned or Multiple Addresses)

Legal Description (attach as a separate page if too large)

Existing Zoning	Existing Land Use	Proposed Zoning	Proposed Land Use	Total Acreage	# of Proposed Lots
GB	Office/Light Industrial			2	

APPLICATION (*check all that apply*)

LAND USE
- [x] Conditional Use
- [ ] Rezoning
- [ ] General Development Plan

LAND SUBDIVISION
- [ ] Preliminary Plat
- [ ] Final Plat
- [ ] Administrative Plat

MASTER PLANS
- [ ] PD Concept Plan
- [ ] PD Final Plan
- [ ] PUD Concept Plan-Amended
- [ ] PUD Final Plan
- [ ] PRO Concept Plan-Amended
- [ ] PRO Final Plan
- [ ] Redevelopment Modification Plan

SITE DEVELOPMENT
- [ ] Appearance Review
- [ ] Site Plan/Design Review (SPDR)
- [ ] PD Final Plan / SPDR
- [ ] PUD Final Plan / SPDR
- [ ] Administrative SPDR

SIGNAGE
- [ ] Master Sign Plan
- [ ] Administrative Sign Plan
- [ ] Appeal for Minor Sign Adjustment

OTHERS
- [ ] Vacation
- [ ] Variance
- [x] Alternative Dev. Standards

APPLICANT & PROPERTY OWNER INFORMATION

Name of Applicant	Company	Phone	Email Address
Stacey Heath	PS Property Services LLC	(816) 343-5556	info@pspropertykc.com

Address	City	State	Zip Code
309-311 NW 10th Street	Blue Springs	MO	64015

I agree to allow the City of Blue Springs to copy and distribute all submitted project plans, materials, and information and post on the official City of Blue Springs web site as necessary for the project approval process, including public hearings. Furthermore, all submitted plans, materials, and information meet all UDC requirements unless specifically stated otherwise in an attached letter. Additionally, I agree that the Applicant and the Property Owner are jointly and severally liable to pay the City of Blue Springs all applicable fees and costs required for the project approval process.

X Stacy Heath — Applicant Signature — Date: 08/06/24

Name of Property Owner	Phone	Email Address
Burge Investment Group, LLC	(816) 935-3830	brettmburge@gmail.com

Address	City	State	Zip Code
PO Box 430	Blue Springs	MO	64013

I declare, under penalty of perjury, that in applying for this application, I am the owner of this property and that the statements herein and all information herewith submitted are, to the best of my knowledge and belief, true and correct. In the event of corporate ownership, all Directors, Officers, Stockholders of each Corporation owning more than five percent (5%) of any class of stock is listed in an attached letter. With the signing and submittal of this application, I authorize 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 City Council, Boards & Commissions, and City Staff. Additionally, I agree that the Applicant and the Property Owner are jointly and severally liable to pay the City of Blue Springs all applicable fees and costs required for the project approval process.

X — Property Owner Signature — Date: 08/06/24

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08/09/2024 8:12:08 AM

REQUIRED DOCUMENTS CHECKLIST FOR ALL APPLICATIONS

	REQUIREMENT	DESCRIPTION	NUMBER
☐	**Project Location Information**	Complete 1st page of this Application	
☐	**Legal Description** *(digital copy required for public hearings only)*	One 8.5" x 11" copy & a digital copy in Microsoft Word format emailed to comdevlegal@bluespringsgov.com	
☐	**Plans Set Sealed by the Proper Entity Registered in the State of Missouri**	Full plans set folded & collated; See Guidebook for plans set requirements	Varies
		Reduced set of full plans set on 8.5" x 11"	1 set
☐	**Other Required Documents**	Other Required Documents such as Stormwater Study; Traffic Study; etc. on 8.5"x11"	2 sets
☐	**Application Specific Requirements Checklist**	Attach applicable pages from the Guidebook.	
☐	**Other Required Information**	See UDC Chapter 403 (Development Review Procedures) for any other required information. For Signage requirements, see Chapter 501 (Sign Code).	

PROJECT DESCRIPTION:

1) Request to waive the requirement for front/street-facing overhead doors that will be facing a collector street The existing building has eisting overhead doors. No modifications to the building are being requested.

2) Request to waive the requirement for "Storage of trailers, company vehicles, or other similar company equipment may not be located within the required front or street side of the building". We are requesting to allow overnight parking of company vans, trucks, trailers, and other equipment in the existing parking lot which is adjacent to both 10th and Vesper streets.

Received
08/09/2024 8:12:09 AM

CONTACT INFORMATION SHEET

PROJECT LEAD

Name	Company Name		
Stacey Heath	PS Property Services LLC		
Address	**City**	**State**	**Zip**
309-311 NW 10th St	Blue Springs	MO	64015
Email	**Phone**	**Fax**	
info@pspropertykc.com	(816) 343-5556		

DEVELOPER

Name	Company Name		
Address	**City**	**State**	**Zip**
Email	**Phone**	**Fax**	

ENGINEER

Name	Company Name		
Address	**City**	**State**	**Zip**
Email	**Phone**	**Fax**	

ARCHITECT

Name	Company Name		
Address	**City**	**State**	**Zip**
Email	**Phone**	**Fax**	

SURVEYOR

Name	Company Name		
Address	**City**	**State**	**Zip**
Email	**Phone**	**Fax**	

LANDSCAPE ARCHITECT

Name	Company Name		
Address	**City**	**State**	**Zip**
Email	**Phone**	**Fax**	

ATTORNEY

Name	Company Name		
Address	**City**	**State**	**Zip**
Email	**Phone**	**Fax**	

OTHER CONTACT

Name	Company Name		
Address	**City**	**State**	**Zip**
Email	**Phone**	**Fax**	

Received
08/09/2024 8:12:09 AM

FEE CALCULATION TABLE

	APPLICATION	FEE		TOTAL
	ANNEXATION			
ANNX	Annexation	$468 + Public Hearing[1]		$
DEAX	De-Annexation	$468 + Public Hearing[1]		$
	LAND USE			
CUP	Conditional Use	$468 + Public Hearing[1]		$ 468.00
RZ	Rezoning	$468 + Public Hearing[1]		$
	General Development Plan	$0 + Public Hearing[1]		$
	LAND SUBDIVISION			
PP	Plat – Preliminary	$440 + $4 per lot	#_____ lot(s)	$
PF	Plat – Final	$270 + $2 per lot	#_____ lot(s)	$
MSP	Minor Subdivision Plat	$110		$
MLLA	Minor Lot Line Adjustment	$110		$
	MASTER DEVELOPMENT PLANS			
PDC	PD Concept Plan	$506 + $22 per acre + Public Hearing[1]	#_____ acre(s)	$
PDF	PD Final Plan	$275		$
PUDC	Amended PUD Concept Plan	$506 + 22 per acre + Public Hearing[1]	#_____ acre(s)	$
PUDF	PUD Final Plan	$242		$
PROC	Amended PR-O Concept Plan	$506 + 22 per acre + Public Hearing[1]	#_____ acre(s)	$
PROF	PR-O Final Plan	$242		$
RMP	Redevelopment Modification Plan	$605 + Public Hearing[1]		$
	SITE DEVELOPMENT			
AR	Appearance Review	$242		$
SPDR	Site Plan / Design Review (SPDR)	$605		$
ASPDR	Administrative SPDR	$550 if >750 sq. ft.; $0 if <750 sq. ft.	# sq. ft.	$

Received
08/09/2024 8:12:09 AM

PUBLIC NOTICE

Conditional Use Permit | CUP-08-24-9259
PS Property Services, LLC
309-315 NW 10th Street
Parcel # 35-710-10-01-00-0-00-000

Notice is hereby given that a public hearing will be held by the Planning Commission of the City of Blue Springs on **Monday, September 23, 2023, at 6:30 p.m.** in the Council Chambers of the Howard L. Brown Public Safety Facility at 1100 SW Smith Street for the purpose of hearing interested parties and citizens on a request by the applicant, Stacey Heath, PS Property Services, LLC. The applicant has applied for a Conditional Use Permit with Alternative Development Standards to operate a Building or Construction Contractor (with Machinery, Equipment, or Storage) land use at 309-315 NW 10th Street. The property is zoned "GB" General Business, which a Conditional Use Permit is required for the proposed land-use. Interested parties may view the application materials on file by contacting the Community Development Department via email at ComDevLegal@bluespringsgov.com or at City Hall at 903 W Main Street, Blue Springs, MO. The site is legally described as follows:

LOT 2---KOEHNS KORNER

CITY OF BLUE SPRINGS
Planning Commission
By: Christopher Willis, Associate Planner

The City Council of the City of Blue Springs will also hold a public hearing on the above noted Conditional Use Permit on **Monday, October 7, 2024, at 6:00 p.m.** in the Council Chambers of the Howard L. Brown Public Safety Facility to consider the application and the recommendation of the Planning Commission.

CITY OF BLUE SPRINGS
City Council

PUBLISH: Saturday, September 7, 2024
E-MAIL TO THE EXAMINER: legals@examiner.net
9/4/2024

THE EXAMINER

AFFIDAVIT OF PUBLICATION

Notice ID: ierzr4HHDQ0bJ99wrW8
PS Properties

AFFIDAVIT OF PUBLICATION: #

STATE OF MISSOURI, COUNTY OF JACKSON, SS:

Sherry Groves

I, Sherry Groves, of lawful age, being duly sworn upon oath, deposes and says that I am the Authorized Agent of Examiner, a publication that is a "legal newspaper" as that phrase is defined for the city of Indepenence, for the County of Jackson, in the state of Missouri, that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

Sep. 7, 2024

Sherry Groves
Authorized Agent

Leanne Kaufenberg
Notary, State of MN, County of Redwood
Commission expires January 31, 2025

Printer's Fee: $111.57

LEANNE JOY KAUFENBERG
Notary Public
State of Minnesota
My Commission Expires
January 31, 2025

PUBLIC NOTICE

Conditional Use Permit
CUP-08-24-9259
PS Property Services, LLC
309-315 NW 10th Street
Parcel #
35-710-10-01-00-0-00-000

Notice is hereby given that a public hearing will be held by the Planning Commission of the City of Blue Springs on **Monday, September 23, 2023, at 6:30 p.m.** in the Council Chambers of the Howard L. Brown Public Safety Facility at 1100 SW Smith Street for the purpose of hearing interested parties and citizens on a request by the applicant, Stacey Heath, PS Property Services, LLC. The applicant has applied for a Conditional Use Permit with Alternative Development Standards to operate a Building or Construction Contractor (with Machinery, Equipment, or Storage) land use at 309-315 NW 10th Street. The property is zoned "GB" General Business, which a Conditional Use Permit is required for the proposed land-use. Interested parties may view the application materials on file by contacting the Community Development Department via email at ComDevLegal@bluespringsgov.com or at City Hall at 903 W Main Street, Blue Springs, MO. The site is legally described as follows:

LOT 2---KOEHNS KORNER

CITY OF BLUE SPRINGS
Planning Commission
By: Christopher Willis,
Associate Planner

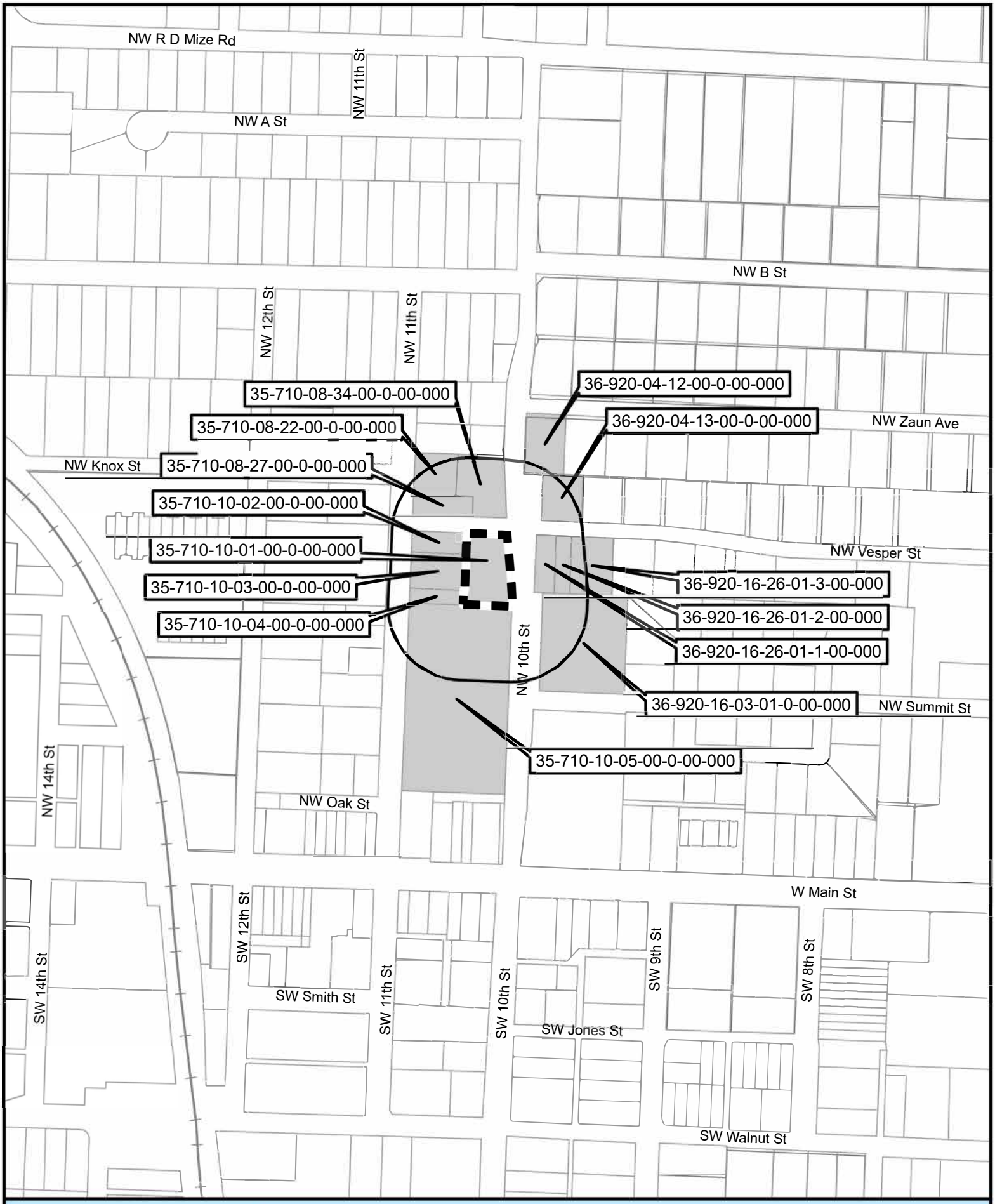
The City Council of the City of Blue Springs will also hold a public hearing on the above noted Conditional Use Permit on **Monday, October 7, 2024, at 6:00 p.m.** in the Council Chambers of the Howard L. Brown Public Safety Facility to consider the application and the recommendation of the Planning Commission.

CITY OF BLUE SPRINGS
City Council

PUBLISH: Saturday, September 7, 2024

Published in the Examiner, Sep 7, 2024

######



The City of Blue Springs Missouri

CUP-08-24-9259
309-315 NW 10th Street
35-710-10-01-00-0-00-000 185'
NOTIFICATION MAP

N

1 inch = 300 feet
Date: 09/01/24

Parcel ID	Situs Address	Situs City	Situs State	Situs ZipCode	Owner	Owner Address
35-710-08-34-00-0-00-000	1001 NW VESPER ST	BLUE SPRINGS	MO	64015	IMPACT MEDICAL COMMERCIAL LLC	314 NW 11TH ST BLUE SPRINGS, MO 64015
35-710-10-02-00-0-00-000	312 NW 11TH ST UNIT A	BLUE SPRINGS	MO	64015	OSBORNE CHARLES WESLEY & RUTH ZELMA	312 NW 11TH ST BLUE SPRINGS, MO 64014
35-710-10-03-00-0-00-000	306 NW 11TH ST	BLUE SPRINGS	MO	64015	OSBORNE CHARLES WESLEY & RUTH ZELMA	2514 STILL MEADOWS LN BLUE SPRINGS, MO 64015
36-920-16-26-01-3-00-000	916 NW VESPER ST	BLUE SPRINGS	MO	64015	THURMAN STEVEN P & LANA J	1201 HILLTOP DR BLUE SPRINGS, MO 64014
36-920-16-26-01-2-00-000	924 NW VESPER ST	BLUE SPRINGS	MO	64015	SOMMERS SALES & SERVICES INC	924 NW VESPER ST BLUE SPRINGS, MO 64015
36-920-04-12-00-0-00-000	912 NW ZAUN AVE	BLUE SPRINGS	MO	64015	GREER JOHNNIE BETH | KUMMETH LAWRENCE JONATHAN	3380 E FM 1430 LOT A12 MARBLE FALLS, TX 78654 | 101 N ROARING SPRINGS RD APT 3201 WESTWORTH VILLAGE, TX 76114
36-920-04-13-00-0-00-000	945 NW VESPER ST	BLUE SPRINGS	MO	64015	VESPER INVESTMENTS LLC	23410 E STRODE RD BLUE SPRINGS, MO 64015-9413
36-920-16-03-01-0-00-000	917 NW SUMMIT DR	BLUE SPRINGS	MO	64015	FRIENDSHIP MANOR SENIOR HOUSING LP	2335 N BANK DR COLUMBUS, OH 43220
36-920-16-26-01-1-00-000	928 NW VESPER ST	BLUE SPRINGS	MO	64015	HICKAM TERRY L & HICKAM TODD A	928 W VESPER BLUE SPRINGS, MO 64015
35-710-08-22-00-0-00-000	320 NW 11TH ST	BLUE SPRINGS	MO	64015	BURGE INVESTMENT GROUP LLC	23410 E STRODE RD BLUE SPRINGS, MO 64015
35-710-10-01-00-0-00-000	309 NW 10TH ST	BLUE SPRINGS	MO	64015	BURGE INVESTMENT GROUP LLC	23410 E STRODE RD BLUE SPRINGS, MO 64015
35-710-10-05-00-0-00-000	200 NW 11TH ST	BLUE SPRINGS	MO	64015	MAXIMUS DEVELOPMENT LLC	200 NW 11TH ST BLUE SPRINGS, MO 64015
35-710-10-04-00-0-00-000	304 NW 11TH ST	BLUE SPRINGS	MO	64015	EBERT JAMES LEE & LINDA LEE-TRUSTEES	33604 E CORN SPUR LONE JACK, MO 64070
35-710-08-27-00-0-00-000	314 NW 11TH ST	BLUE SPRINGS	MO	64015	BURGE INVESTMENT GROUP LLC	314 NW 11TH ST BLUE SPRINGS, MO 64015

Blue Springs, Missouri
Community Development

September 6, 2024

Ref: Public Hearing: Conditional Use Permit | CUP-08-24-9259
PS Property Services, LLC
309-315 NW 10th Street
Parcel # 35-710-10-01-00-0-00-000

Dear Property Owner:

A Public Hearing will be held by the Planning Commission and the City Council of the City of Blue Springs to receive comments from interested parties and citizens relative to a request by the applicant, Stacey Heath, PS Property Services, LLC, on behalf of the property owner, Burge Investment Group, LLC. The applicant has applied for a Conditional Use Permit with Alternative Development Standards to operate a Building or Construction Contractor with (Machinery, Equipment, or Storage) land use at 309-315 NW 10th Street. The property is zoned "GB" General Business, which a Conditional Use Permit is required for the proposed land-use.

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

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

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

Planning Commission - Monday, September 23, 2024 @ 6:30 p.m.
&
City Council – Monday, October 7, 2024 @ 6:00 p.m.

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

Sincerely,

CITY OF BLUE SPRINGS
COMMUNITY DEVELOPMENT

Christopher Willis
Associate Planner

Introduced by Councilmember _____ BILL NO. 5266
(CUP-08-24-9259)

ORDINANCE NO. _____

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT TO ALLOW THE "BUILDING OR CONSTRUCTION CONTRACTOR" LAND USE IN THE "GB" GENERAL BUSINESS ZONING DISTRICT LOCATED AT 309-315 NW 10TH STREET IN BLUE SPRINGS, JACKSON COUNTY, MISSOURI FOR PS PROPERTY SERVICES, LLC

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

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

WHEREAS, in accordance with Title IV, Unified Development Code of the Municipal Code of the City of Blue Springs, Missouri, said application was referred to the Planning Commission for report and recommendation, and a public hearing was held on September 23, 2024, which Commission, after said hearing, recommended that the application for the Conditional Use Permit be approved; and

WHEREAS, thereafter a public hearing was held by City Council on October 7, 2024; and

WHEREAS, in accordance with Title IV, Unified Development Code of the Municipal Code of the City of Blue Springs, Missouri, it was determined that the application was appropriate at the location herein described; and

WHEREAS, the City of Blue Springs, Missouri has determined that the Conditional Use Permit is appropriate at this location and be approved.

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

Section 1. The following described tract of real estate is hereby declared subject to the Conditional Use Permit approved by this Ordinance. The site is legally described as:

LOT 2, KOEHNS KORNER

Section 2. The land covered within this Conditional Use Permit and contained within the area described by Section 1 of this Ordinance, may be used in compliance with the Conditional Use Permit approved herein by the City of Blue Springs or hereinafter revised, and the requirements of said Conditional Use Permit shall include any staff recommendations contained in the staff report and presented to the Planning Commission at its September 23, 2024, meeting and to the City Council at its October 7, 2024, meeting, and approved by the City Council as conditions of passage by this Ordinance and of this Conditional Use Permit, and shall be deemed to include those conditions in addition to those contained in the UDC and in documents and drawings

submitted to the Planning Commission and City Council and approved hereby, including the following conditions:

1. Approval based on the representations of any drawings presented as part of this application does not waive any requirements or development standard contained in the UDC unless otherwise specified by the Alternative Development Standards.

2. The Conditional Use Permit allows the "Construction or Building Contractor" land use to be allowed at the property addressed 309-315 NW 10th Street.

3. Staff recommends that the requested deviation from Section 405.050 be approved to allow the existing overhead doors on the building, which do front an arterial or collector street.

4. Staff recommends that the requested deviation from Section 405.050 be approved to allow company vehicles to be parked overnight in the approved parking spaces on the property. Given the property is already developed, the only feasible parking area is provided along the street frontage, an exception should be made for this request to accommodate the contractor business.

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 7th day of October 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: September 24, 2024

SUBMITTED BY: Mike Mallon **DEPARTMENT: City Development**

☒ Ordinance	☐ Resolution	☐ Presentation	☒ Public Hearing
☐ Contract	☐ Discussion	☐ Economic Dev.	☐ Other

ISSUE/REQUEST

A Bill approving a Final Plat for the Weatherstone Business Park 3rd Plat – Lot 1, located at 1101 and 1001 NE Jefferson Street for the Bump City addition. (PF-08-24-9262)

BACKGROUND/JUSTIFICATION

This Final Plat application is associated with the Bump City addition project, a 7,500-sf. building addition to the north side of the original structure. The Preliminary Plat and Site Plan Design Review applications were heard and approved by the Planning Commission on September 23, 2024. The Planning Commission voted to recommend approval of the Final Plat.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
October 8, 2024	N/A

STAFF RECOMMENDATION

Staff recommends approval of the Final Plat with the following conditions:

1. Approval by the Planning Commission based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC.

2. An access easement shall be provided from both entrances on NW Jefferson Street and span across the drive aisle, which runs from the west to east side of the property. The easement will allow for adequate traffic circulation for the future if the lots are split and sold to separate owners.

3. The Final Plat must be approved and recorded with Jackson County prior to the issuance of any building permits within the development.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Planning Commission
Date:	09/23/2024

Action:	Recommended Final Plat: 8 aye, 0 no

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Staff report with attachments; Application with attachments; Title IV, Land Use Section – Blue Springs Code of Ordinance (by reference); 2014 Comprehensive Plan (by reference)
2. Bill approving the Final Plat

REVIEWED BY:

Requesting Director: ***Mike Mallon***	Budget: ***N/A***
Legal: ***Jennifer Baird***	City Administrator: ***Christine Cates***

PLANNING APPLICATION REVIEW STAFF REPORT

Meeting Dates:	Planning Commission: September 23, 2024	City Council: October 7, 2024 (Final Plat Only)
Project Name:	***Bump City Addition***	
Site Location:	1001 NW Jefferson Street	
Project Request:	Preliminary Plat (PP-08-24-9261); to show the general layout of one (1) lot with two existing General Commercial buildings with a condition; Final Plat (PF-08-24-9262) to plat one (1) lot and one (1) tract into one (1) lot consisting of 3.64 +/- acres with conditions; Site Plan Design Review (SPDR-08-24-9160) for a 7,500-sf. building addition to the north side of the existing Bump City facility with a condition.	

Applicant: Shawn Caton | Caton Architectural Design, LLC
Property Owner: Alvin L. Fond
Staff Planner: Dave McCumber | Development Review Manager

Project Description: The applicant is requesting approval of a Preliminary Plat to show the general layout of one (1) lot containing two General Commercial buildings, a Final Plat to combine one (1) lot and one (1) tract into one (1) lot, and a Site Plan Design Review for a 7,500-sf. building addition to the north side of the existing Bump City building located at 1001 NW Jefferson Street. The property is zoned "GB" (General Business).

Staff Recommendation: Staff recommends approval with conditions of the Preliminary and Final Plats, and the Site Plan Design Review applications. Conditions are identified at the end of the report.

Previous Actions:

Date	Review Body	Action
01/21/1985	City Council	Approved the Final Plat of the Weatherstone Business Park
07/19/2004	City Council	Approved the Final Plat of the Weatherstone Business Park 2nd Plat, Lot 1

Future Applications: The Preliminary Plat, Final Plat, and Site Plan Design Review will be reviewed concurrently. The Final Plat shall be recorded at Jackson County, prior to the issuance of building permits.

Adjacent Properties:

Direction	Current Zoning	Current Land Use(s)
North:	"TF" (Two-Family District)	Semi-attached Housing
South:	N/A	Interstate 70
East:	"GB" (General Business)	Office, General
West:	"GB" (General Business)/"TF" (Two-Family District)	Open Space/Semi-attached Housing

PLATTING & SITE PLAN DESIGN REVIEW ANALYSIS

Platting is a process where a proposed division, or partition of land and property interests therein, is reviewed to ensure: development patterns in compliance with long-range comprehensive plans; coordinating infrastructure with existing, future and potential capital improvements; and that all lots are buildable, served with adequate public facilities, and capable of meeting the zoning and development standards.

The site plan and design review process is a way to coordinate development projects within the public realm and with adjacent sites, and specifically demonstrate how new projects meet the development and design standards of this Development Code.

Preliminary Plat Requirements: The proposed Preliminary Plat meets the minimum standards described in UDC Section 403.050 and submittal requirements provided in the Preliminary Plat application.

Land Use: Bump City is one part of the larger Gage Center complex, both containing the "Recreation, Indoor" land use designation, which is an allowed use in the "GB" (General Business) zoning district. Both the Gage Center and Bump City buildings will combine for 44,000-sf. of the "Recreation, Indoor" land use, shall the application be approved.

Building Typology: Both buildings on the proposed Lot 1 are classified as "General Commercial," which is defined as "A basic building type designed to accommodate retail, commercial, service or office functions in a variety of formats and scales. Variations of this type are based on the scale and intensity of the use and subject to lot and setback standards of the zoning district or any specific use limitations for the intended use." The General Commercial building type is permitted in the "GB" zoning district. The applicable development standards are provided in the table below.

General Commercial

Standard	Requirement	Proposed
Frontage Width	75-ft.	436.59-ft.
Lot Area	N/A	3.64 +/- acres
Front Setback	25-ft. min. (GB District)	103-ft.
Side & Corner Side Setback	20-ft. min.	28.5-ft.
Rear Setback	25-ft. min	79.75-ft.
Building Coverage	65% max.	27.7%
Building Height	60-ft. max (GB District)	24'
Frontage Type	Buffer Edge	Buffer Edge
Design and Performance Standards	Building coverage = 65% maximum Non-residential design standards in Section **407.090** shall apply to all applications of this building type.	Meets Standards

*height measured at average height between eaves and ridge line of gabled or hipped roof.

Architectural Character: The site includes the existing Gage Center Building, which is not being modified, and the Bump City building, that is subject to the 7,500-sf. building addition. The addition is proposed for the north side of the existing building and will cover the outdoor pool and enclosure. Like the original building, the addition will feature corrugated metal siding and share the same roof line height. The east elevation will feature a new pedestrian set of doors while the west elevation will have a rollup overhead door for ventilation. According to the site plan, there is no curb cut to this proposed door, limiting its usage.

Parking: Vehicular parking is required and proposed as follows:

Land Use	Required	Provided
Recreation, Indoor	1 space per 400-sf. 44,000-sf. (both building + addition) = 110 spaces	158 spaces

An access easement is being shown on the Preliminary Plat and dedicated with the Final Plat. This easement will allow for vehicular traffic to circulate across the site in the event that the property is split and sold off to separate ownership in the future.

Streets & Sidewalks: This application is proposing no new public streets or sidewalks. In 2024, the City constructed a new public sidewalk along the north side of NW Jefferson Street, spanning the entirety of the property frontage.

Pedestrian Access: Given the scale of this proposed addition, no new pedestrian access facilities will be required of the development.

Traffic: A traffic study or report is not required for this building addition.

Stormwater: The applicant has provided a calculation pertaining to the increase in impervious surface area and it has been determined that the project is eligible for an exemption from American Public Works Association Section 5600 standards.

Sanitary Sewer: The building addition will utilize the existing sanitary sewer system on the property today.

Phasing: The site is proposed to be developed as a single-phase with construction anticipated to begin in late 2024.

Review Criteria: *A Preliminary Plat shall be reviewed based on the following criteria:*

1. The application is in accordance with the Comprehensive Plan and any official plan or program developed under the guidance of the Comprehensive Plan. In particular the physical patterns, arrangement of streets, blocks, lots and open spaces, and public realm investments reflect the principles and concepts of the plan.

   STAFF RESPONSE: The application is in accordance with the Comprehensive Plan as it pertains to the physical patterns, arrangement of streets, blocks, lots, open spaces. Public realm investments were not required as part of this Preliminary Plat.

2. Compliance with the requirements of this Development Code. In particular the blocks and lots proposed are capable of meeting all development and site design standards under the existing or proposed zoning.

STAFF RESPONSE: The plan is in compliance with the Unified Development Code. There are no new blocks being proposed, however, a lot will be created and will meet the development and site design standards of the zoning district.

3. Any phasing proposed in the application is clearly indicated and demonstrates a logical and coordinated approach to development, including coordination with existing and potential development on adjacent property.

   STAFF RESPONSE: The application indicates this project will be done in a single phase.

4. Any impacts identified by specific studies or technical reports, including a preliminary review of storm water, are mitigated with generally accepted and sound planning, engineering, and urban design solutions, that reflect long-term solutions and sound fiscal investments.

   STAFF RESPONSE: An exception to the American Public Work Association's Section 5600 for stormwater was requested by providing a calculation to the City's Public Works Department and found that no additional stormwater requirements were necessary. No other technical reports were required.

5. The application does not deter any existing or future development on adjacent property from meeting the goals and policies of the Comprehensive Plan.

   STAFF RESPONSE: The application does not deter any existing or future development on adjacent property from meeting the goals and policies of the Comprehensive Plan.

6. The design does not impede the construction of future public infrastructure within the area.

   STAFF RESPONSE: The proposed Preliminary Plat is a replat of the Weatherstone Business Park, with minimal alterations to the site and does not impede the construction of future public infrastructure with the area.

7. The recommendations of professional staff.

   STAFF RESPONSE: Staff recommends approval of the Preliminary Plat with conditions. Conditions are listed at the end of this report.

Approval of the preliminary plat shall constitute acceptance of the overall planning concepts for the subdivision and is a prerequisite for the filing of a final plat. After approval of the preliminary plat the applicant may proceed with the construction plans and submit the proposed final plat for review and approval.

Review Criteria: *A Final Plat shall be reviewed based on the following criteria:*

1. The layout and design of the final plat is in substantial compliance with the approved preliminary plat considering the number of lots or parcels; the block layout, street designs and access; the open space systems and civic design elements; the infrastructure systems; or other elements of coordinated developments.

STAFF RESPONSE: The layout and design of the final plat is in substantial compliance with the approved Preliminary Plat.

2. The construction plans meet all technical specifications.

   STAFF RESPONSE: Constructions plans are not required with this Final Plat.

3. The phasing and timing of public improvements ensures construction and performance guarantees.

   STAFF RESPONSE: This is a single-phase development.

4. Any deviations in the final plat brings the application in further compliance with the Comprehensive Plan and the purposes and intent of this Code.

   STAFF RESPONSE: There are no deviations in the Final Plat.

5. Covenants meeting the City's approval and containing all requirements of the UDC are approved by the City Attorney's office.

   STAFF RESPONSE: There are no covenants with this Final Plat.

6. The recommendations of professional staff.

   STAFF RESPONSE: Staff recommends approval of the Final Plat with conditions. Conditions are listed at the end of this report.

Approval of a final plat shall not constitute acceptance of public improvements. Such acceptance will require separate, formal action of the City Council.

Review Criteria: *A Site Plan Design Review shall be reviewed according to the following criteria:*

1. Compliance with the requirements of this Development Code.

   STAFF RESPONSE: The plan is in compliance with the Unified Development Code.

2. The application is consistent with any approved specific plans, overlay districts, concept plans, or other specific design and development policies or standards applicable to the site.

   STAFF RESPONSE: The plan is in compliance with the Comprehensive Plan and zoning district standards.

3. Whether any additional site-specific conditions are necessary to meet the intent and design objectives of any of the applicable development standards.

   STAFF RESPONSE: There are no additional site-specific conditions necessary to meet the intent and design objectives of any of the applicable development standards.

4. The application meets the criteria for all other reviews needed to build the project as proposed.

STAFF RESPONSE: The application meets the criteria of all other reviews.

5. The recommendations of professional staff.

STAFF RESPONSE: Staff recommends approval of the Site Plan Design Review.

Approval of a site plan and design review shall authorize the applicant to apply for a building permit.

Staff Recommendation:

Staff recommends approval of the Preliminary Plat application with the following condition:

1. Approval by the Planning Commission based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC.

Staff recommends approval of the Final Plat application with the following three (3) conditions:

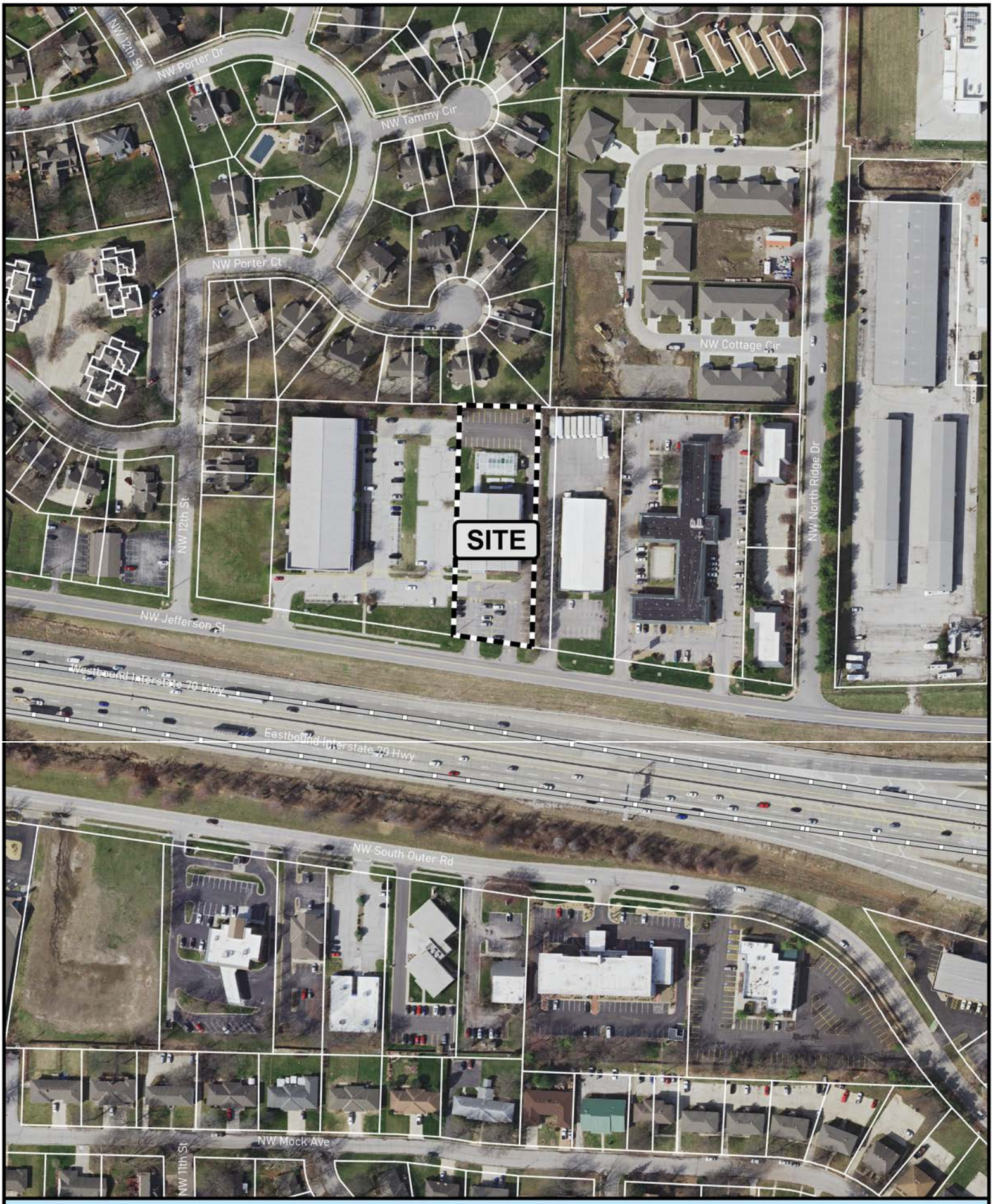
1. Approval by the Planning Commission based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC.

2. An access easement shall be provided from both entrances on NW Jefferson Street and span across the drive aisle, which runs from the west to east side of the property. The easement will allow for adequate traffic circulation for the future if the lots are split and sold to separate owners.

3. The Final Plat must be approved and recorded with Jackson County prior to the issuance of any building permits within the development.

Staff recommends approval of the Site Plan Design Review application with the following condition:

1. Approval by the City Council based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC.

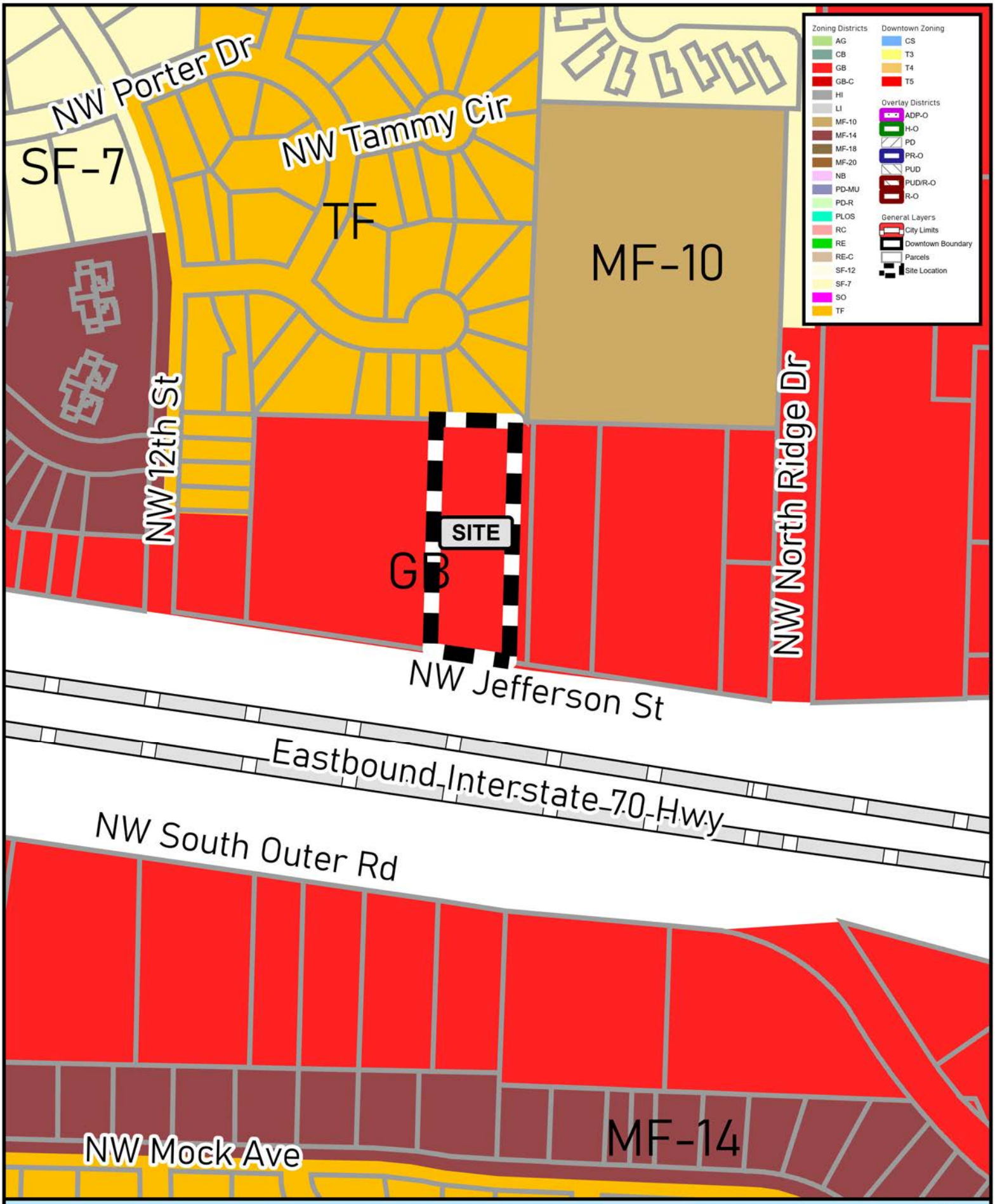


The City of Blue Springs Missouri

PP-08-24-9261 | PF-08-24-9262 | SPDR-08-24-9260
PARCEL 35-610-09-25-00-0-00-000
AERIAL LOCATION MAP

N

1 inch = 200 feet
Date: 8/6/2024



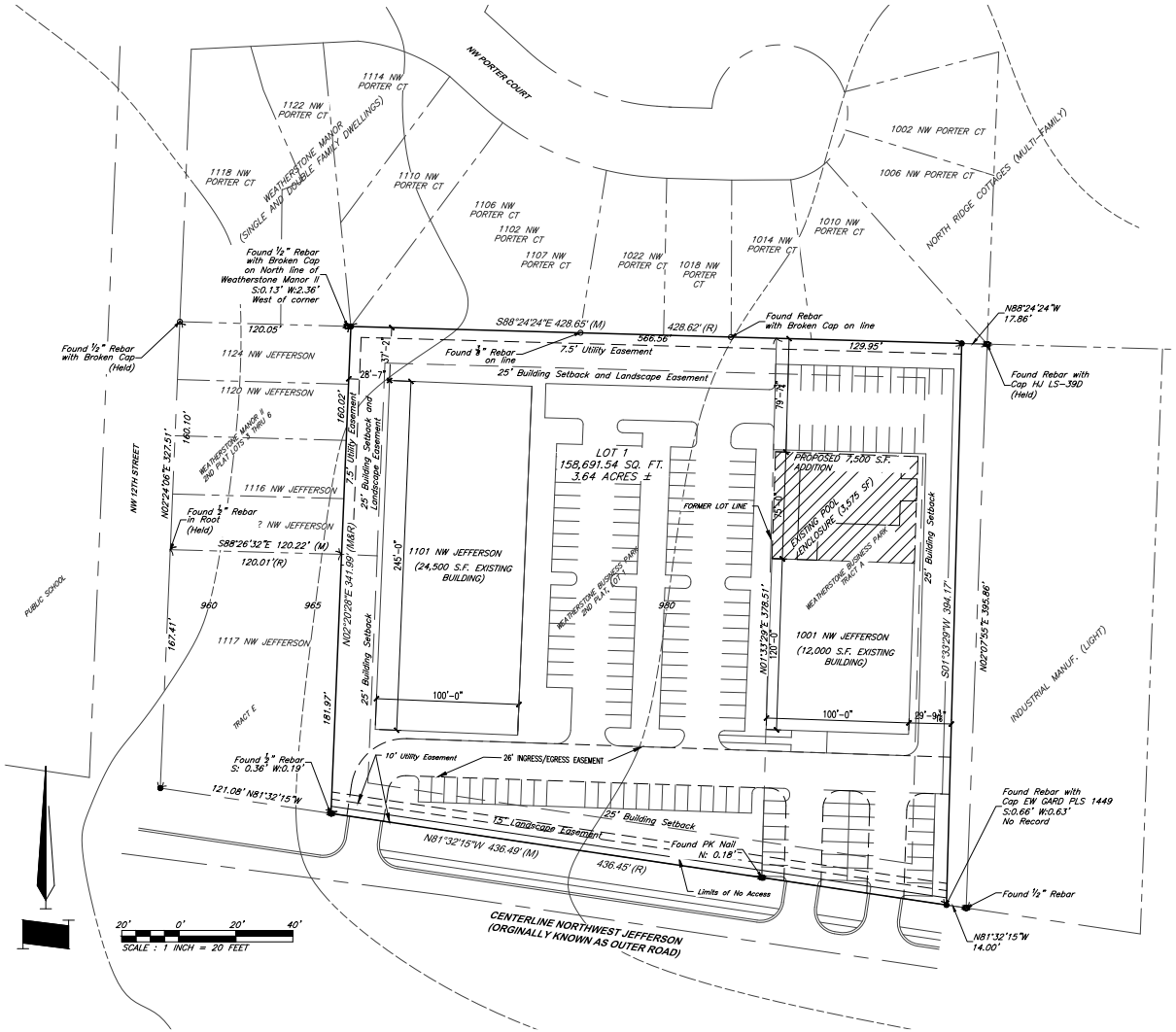
The City of Blue Springs Missouri

PP-08-24-9261 | PF-08-24-9262 | SPDR-08-24-9260
PARCEL 35-610-09-25-00-0-00-000
SITE LOCATION MAP

N

1 inch = 200 feet
Date: 8/6/2024

PRELIMINARY PLAT
WEATHERSTONE BUSINESS PARK 3RD PLAT,
A Replat of Tract "A" WEATHERSTONE BUSINESS PARK, and Lot 1 WEATHERSTONE BUSINESS PARK 2nd Plat, both of which being a subdivision in the City of Blue Springs, Jackson County, Missouri



Description:

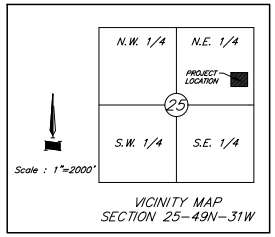
ALL OF TRACT "A" WEATHERSTONE BUSINESS PARK, AND LOT 1 WEATHERSTONE BUSINESS PARK 2ND PLAT, BOTH OF WHICH BEING SUBDIVISIONS IN THE CITY OF BLUE SPRINGS RECORDED AS BOOK 141 PAGE 14, AND BOOK 183 PAGE 35, BEING DESCRIBED ON AUGUST 29TH, 2024 BY TIMOTHY BLAIR WISWELL, P.L.S. #2009000067 OF GBA, C.L.S. #59, LYING IN THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 49, RANGE 31, JACKSON COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING ½" REBAR ON THE NORTH RIGHT-OF-WAY OF I-70 PER BOOK 1265 PAGE 394, PER WEATHERSTONE BUSINESS PARK, AS RECORDED IN BOOK 141 PAGE 14, BEING S81°32'15"E, A DISTANCE OF 14.00 FEET FROM THE SOUTHEAST CORNER OF TRACT A OF SAID WEATHERSTONE BUSINESS PARK, THENCE N81°32'15"W ON THE NORTH LINE OF SAID I-70 RIGHT-OF-WAY, AND SOUTHEASTERLY EXTENSION OF THE SOUTH LINE OF SAID WEATHERSTONE BUSINESS PARK, A DISTANCE OF 14.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT A, TO THE POINT OF BEGINNING, THENCE N81°32'15"W ON THE SOUTH LINE OF SAID WEATHERSTONE BUSINESS PARK, AND ON THE SOUTH LINE OF WEATHERSTONE BUSINESS PARK 2ND PLAT, RECORDED IN BOOK 183 PAGE 35, AND ON THE NORTH RIGHT-OF-WAY LINE RECORDED IN DOCUMENT 7098888, BOOK 1265 PAGE 394, A DISTANCE OF 436.49 FEET, THENCE LEAVING SAID SOUTH LINE N02°20'28"E ON THE EAST LINE OF TRACT E OF WEATHERSTONE BUSINESS PARK AND ON THE EAST LINE OF WEATHERSTONE MANOR II 2ND PLAT, A DISTANCE OF 341.99 FEET, THENCE LEAVING SAID EAST LINE S88°24'24"E ON THE NORTH LINE OF SAID WEATHERSTONE BUSINESS PARK, A DISTANCE OF 428.65 FEET, THENCE LEAVING SAID NORTH LINE S01°33'29"W, ON THE EAST LINE OF SAID TRACT A, OF SAID WEATHERSTONE BUSINESS PARK, A DISTANCE OF 394.17 FEET, TO THE POINT OF BEGINNING, CONTAINING 158,691.54 SQUARE FEET OR 3.64 ACRES MORE OR LESS.

LEGEND

- ● – Denotes ½" Rebar with GBA cap stamped C.L.S. #59 unless otherwise noted
- ✪ – Denotes monument found as noted at property corner

VICINITY MAP



VICINITY MAP
SECTION 25-49N-31W

All dimensions match previously platted or deeded values unless otherwise noted. Distances shown hereon are ground distances in US Survey Feet. This field survey was completed on the ground by me or under my direct supervision during the month of August, 2024 and that said survey was executed in accordance with the current "Standards for Property Boundary Surveys" as established by the Missouri Board of Architects, Professional Engineers, Professional Land Surveyors and Professional Landscape Architects and meets or exceeds the accuracy standards of a 1:20,000 for class urban survey.

Basis of Bearings:

Bearings are based on the Missouri State Plane Coordinate System of 1983, West zone. Having a bearing of N88°24'24"W, a distance of 566.56 feet, between existing ½" Rebar with cap HJ LS #390, being located 17.86 feet East of the Northeast corner of Tract A, WEATHERSTONE BUSINESS PARK, and an existing ½" Rebar with Broken cap located 120.05 feet West of the Northwest corner of Tract D, WEATHERSTONE BUSINESS PARK.

GBA
GEORGE BUTLER ASSOCIATES, INC.
CONSULTING ENGINEERS / ARCHITECTS / LANDSCAPE ARCHITECTS / PLANNERS
ONE RENNER RIDGE, 9801 RENNER BLVD, LENEXA, KS 66219 / (913)492-0400
COA 000059 Surveyor Email: twiswell@gbateam.com

SHEET 1 OF 1

WEATHERSTONE BUSINESS PARK 3RD PLAT, Lot 1
A Replat of Tract "A" WEATHERSTONE BUSINESS PARK, and Lot 1 WEATHERSTONE BUSINESS PARK 2ND PLAT
Section 25, Township 49N, Range 31W
Blue Springs, Jackson County, MO

Received
09/17/2024

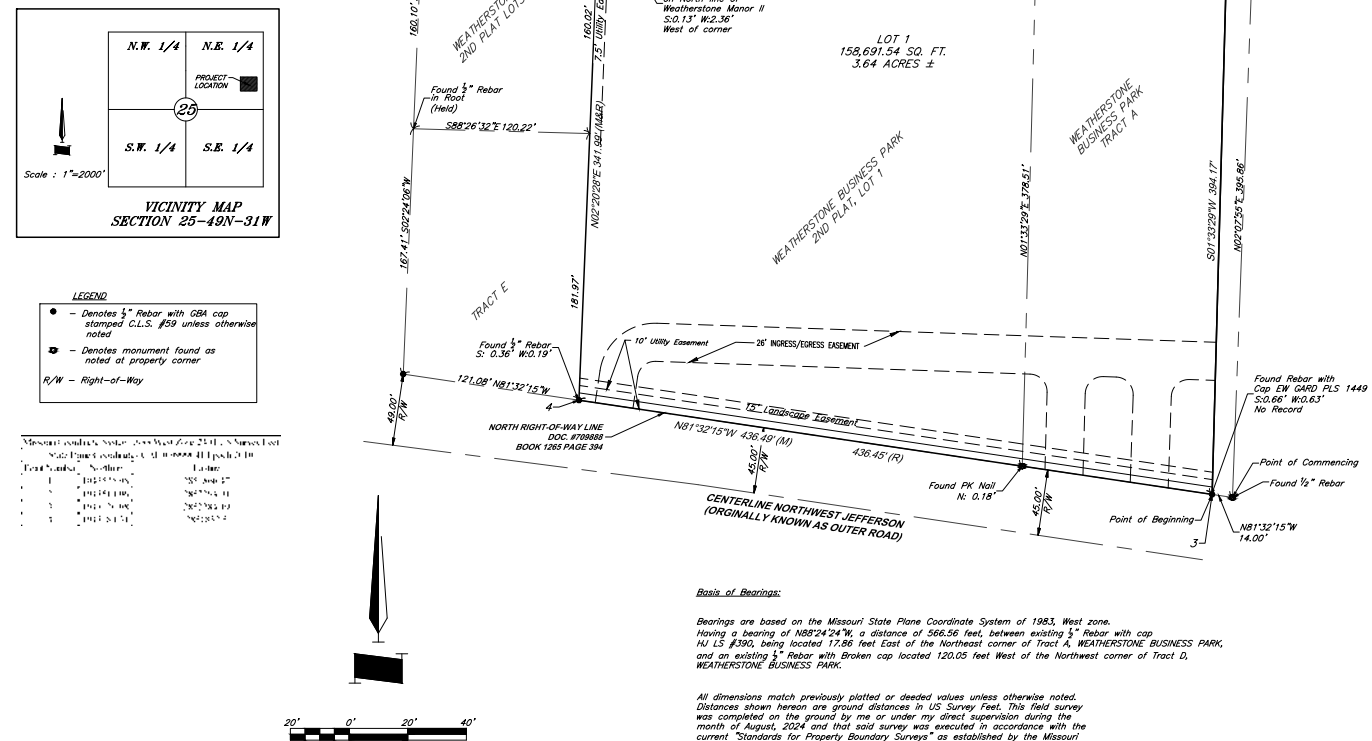
Final Plat of the
WEATHERSTONE BUSINESS PARK 3RD PLAT, LOT 1

A Replat of Tract "A" WEATHERSTONE BUSINESS PARK, and Lot 1 WEATHERSTONE BUSINESS PARK 2nd Plat, both of which being a subdivision in the City of Blue Springs, Jackson County, Missouri

Description:

ALL OF TRACT "A" WEATHERSTONE BUSINESS PARK, AND LOT 1 WEATHERSTONE BUSINESS PARK 2ND PLAT, BOTH OF WHICH BEING SUBDIVISIONS IN THE CITY OF BLUE SPRINGS RECORDED AS BOOK 141 PAGE 14, AND BOOK 183 PAGE 35, BEING DESCRIBED ON AUGUST 29TH, 2024 BY TIMOTHY BLAIR WISWELL, P.L.S. #2009005067 OF GBA, C.L.S. #59, LYING IN THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 49, RANGE 31, JACKSON COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING ½" REBAR ON THE NORTH RIGHT-OF-WAY OF I-70 PER BOOK 1265 PAGE 394, PER WEATHERSTONE BUSINESS PARK, AS RECORDED IN BOOK 141 PAGE 14, BEING S81°32'15"E, A DISTANCE OF 14.00 FEET FROM THE SOUTHEAST CORNER OF TRACT A OF SAID WEATHERSTONE BUSINESS PARK, THENCE N81°32'15"W ON THE NORTH LINE OF SAID I-70 RIGHT-OF-WAY, AND SOUTHEASTERLY EXTENSION OF THE SOUTH LINE OF SAID WEATHERSTONE BUSINESS PARK, A DISTANCE OF 14.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT A, TO THE POINT OF BEGINNING, THENCE N81°32'15"W ON THE SOUTH LINE OF SAID WEATHERSTONE BUSINESS PARK, AND ON THE SOUTH LINE OF WEATHERSTONE BUSINESS PARK 2ND PLAT, RECORDED IN BOOK 183 PAGE 35, AND ON THE NORTH RIGHT-OF-WAY LINE RECORDED IN DOCUMENT 709888, BOOK 1265 PAGE 394, A DISTANCE OF 436.49 FEET, THENCE LEAVING SAID SOUTH LINE N02°20'28"E ON THE EAST LINE OF TRACT E OF WEATHERSTONE BUSINESS PARK AND ON THE EAST LINE OF WEATHERSTONE MANOR II 2ND PLAT, A DISTANCE OF 341.99 FEET, THENCE LEAVING SAID EAST LINE S88°24'24"E ON THE NORTH LINE OF SAID WEATHERSTONE BUSINESS PARK, A DISTANCE OF 428.65 FEET, THENCE LEAVING SAID NORTH LINE S01°33'29"W, ON THE EAST LINE OF SAID TRACT A, OF SAID WEATHERSTONE BUSINESS PARK, A DISTANCE OF 394.17 FEET, TO THE POINT OF BEGINNING, CONTAINING 158,691.54 SQUARE FEET OR 3.64 ACRES MORE OR LESS.



Basis of Bearings:

Bearings are based on the Missouri State Plane Coordinate System of 1983, West zone. Having a bearing of N88°24'24"W, a distance of 566.56 feet, between existing ½" Rebar with cap HJ LS #390, being located 17.86 feet East of the Northeast corner of Tract A, WEATHERSTONE BUSINESS PARK, and an existing ½" Rebar with Broken cap located 120.05 feet West of the Northwest corner of Tract D, WEATHERSTONE BUSINESS PARK.

All dimensions match previously platted or deeded values unless otherwise noted. Distances shown hereon are ground distances in US Survey Feet. This field survey was completed on the ground by me or under my direct supervision during the month of August, 2024 and that said survey was executed in accordance with the current "Standards for Property Boundary Surveys" as established by the Missouri Board of Architects, Professional Engineers, Professional Land Surveyors and Professional Landscape Architects and meets or exceeds the accuracy standards of a 1:20,000 for class urban survey.

EASEMENTS:

An easement or license is hereby granted to the City of Blue Springs, Missouri to locate, construct and maintain or to authorize the location, construction and maintenance of poles, wires, anchors, conduits, and/or structures for water, gas, sanitary sewer, storm sewer, surface drainage channel, electricity, telephone, cable television, or any other necessary public utility or services, any or all of them, upon, over, or under those areas outlined or designated upon this plat as "Utility Easements" (U.E.) or within any street or thoroughfare dedicated to public use on this plat.

Grantor, on behalf of himself, his heirs, his assigns and successors in interest, hereby waives, to the fullest extent allowed by law, including, without limitation, Section 523.283.3, RSMo (2006), any right to request vacation of the easement herein granted.

26' ACCESS EASEMENT:

An easement is hereby established for the benefit of the present and future owners of the Lot 1 shown on this plat, their mortgagees, tenants, and business invitees for the purposes of providing vehicular access to and from Lot 1 shown on this plat, for mail and parcel deliveries, trash pickup, utility maintenance, and Fire, Police and Medical Services upon, over and across those portions of Lot 1 within the 26' access easement from time to time for driveways or access ways.

LANDSCAPE EASEMENT:

Areas designated as "Landscape Easement" are hereby dedicated to the Public for purposes of installation and maintenance of landscape plantings, visual screening berms, and the like. No fences, walls, plantings, structures, or other obstructions may be placed or maintained in said "Landscape Easement" without the approval of said City Engineer of the City of Blue Springs. The lawn portion of such "Landscape Easement" (L.E.) area shall be maintained continuously by the Owner of any such lot across which an L.E. is dedicated.

BUILDING LINES:

Building lines or setback lines are hereby established as shown on the accompanying plat and no building or portion thereof shall be constructed between this line and the street right-of-way line.

DEDICATION:

The undersigned proprietors of the herein described tract of land have caused the same to be replatted in the manner shown on the accompanying plat, which plat shall hereafter be known as WEATHERSTONE BUSINESS PARK 3RD PLAT, Lot 1.

IN TESTIMONY WHEREOF, the undersigned proprietor has caused these presents to be signed this _____ day of _____, 2024.

By: _____
Alvin Louis Fong (Signature)

STATE OF _____)
) SS
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 2024, before me the undersigned, a Notary Public in and for said County and State, personally appeared Alvin Louis Fong, and being the owner of the above described tract of land, to me personally known to be the same person described in and who executed the same as their free act and deed

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

_____ _____ My Commission Expires: _____
Notary Public Print Name

CITY OF BLUE SPRINGS:

CERTIFICATION:

This is to certify that the WEATHERSTONE BUSINESS PARK 3RD PLAT, A Replat of Tract "A" WEATHERSTONE BUSINESS PARK, & Lot 1 of WEATHERSTONE BUSINESS PARK 2ND PLAT, was submitted to and duly approved by the City of Blue Springs, pursuant to the Unified Development Ordinance No. 5209.

_____ _____
ERIN FORD Date
CITY CLERK

APPROVED: PUBLIC WORKS/ENGINEERING

_____ _____
TOM DEGENHARDT Date
CITY ENGINEER

APPROVED: PLANNING & SPECIAL PROJECTS

_____ _____
CHRIS HENNING Date
PLANNING COMMISSION CHAIR

_____ _____
MIKE MALLON Date
SENIOR DIRECTOR OF CITY DEVELOPMENT

APPROVED: JACKSON COUNTY ASSESSMENT MAPPING OFFICE

_____ _____
Date

_____ _____
CHRIS LIEVSAY Date
MAYOR

STREETS:

The roads and streets shown on this plat and not heretofore dedicated to public use as thoroughfares are hereby so dedicated.

BUILDING LINES:

Building lines or setback lines are hereby established as shown on the accompanying plat and no building or portion thereof shall be constructed between this line and the street right-of-way.

SHEET 1 OF 1

OWNER/DEVELOPER:
FONG ENTERPRISES LLC
1101 & 1001 NW JEFFERSON
BLUE SPRINGS, MO, 64015

Closure Summary Plat Boundary
Precision, 1 part in: 418975.38'
Error distance: 0.004'
Error direction: S14°40'45"W

GBA
GEORGE BUTLER ASSOCIATES, INC.
CONSULTING ENGINEERS / ARCHITECTS / LANDSCAPE ARCHITECTS / PLANNERS
ONE RENNER RIDGE, 9801 RENNER BLVD, LENEXA, KS 66219/ (913)492-0400
COA 000059 Surveyor Email: twiswell@gbateam.com

WEATHERSTONE BUSINESS PARK 3RD PLAT, Lot 1

Received
09/17/2024

SITE PLAN

Weatherstone Business Park

LOT 1 - 7,500 SF EXPANSION

CITY OF BLUE SPRINGS

JACKSON COUNTY, MISSOURI

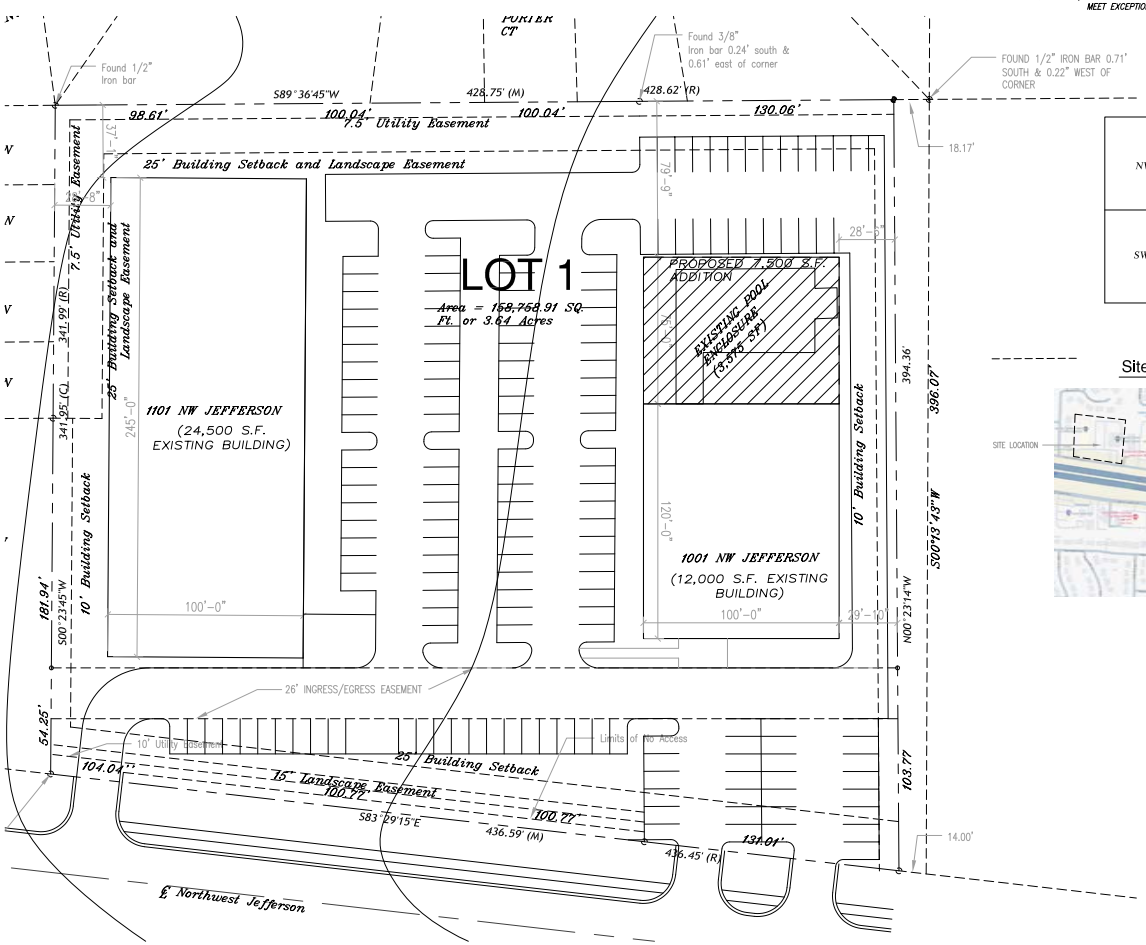
APWA 5601.3 EXCEPTION

Lot 1	– 158,759 S.F. LAND AREA
EXISTING IMPERVIOUS SURFACES	– 109,362 S.F. (ROOF / ASPHALT / CONCRETE / POOL & ENCLOSURE)
PROPOSED ADDITION	– 7,500 S.F. (3,575 S.F. IS AREA OF POOL ENCLOSURE BEING COVERED WITH NEW ADDITION)
TOTAL ADDED IMPERVIOUS SURFACES = 7,500 – 3575 = 3,925 S.F (UP TO 10% OF THE EXISTING IMPERVIOUS SURFACES (10,936 SF) ADDITIONAL ALLOWED TO MEET EXCEPTION A.3 OF APWA 5601.3)	

Legal Descriptions

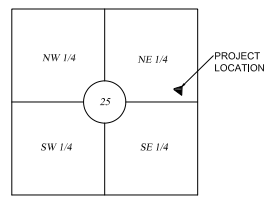
A TRACT OF LAND LOCATED IN THE EAST ½ OF THE NE ¼ OF SECTION 25, TOWNSHIP 49, RANGE 31, IN BLUE SPRINGS, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NE CORNER OF THE NE ¼ OF SAID SECTION 25, THENCE SOUTH 0 DEGREES 13 MINTUES 45 SECONDS WEST ALONG THE EAST LINE OF SAID NE ¼, 2257.24 FEET; THENCE SOUTH 89 DEGREES 36 MINTUES 45 SECONDS WEST, 18.17 FEET TO THE NORTHEAST CORNER OF TRACT A, WEATHERSTONE BUSINESS PARK AND TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGRESS 23 MINUTES 15 SECONDS EAST 428.75 FEET TO THE SOUTHWEST CORNER OF TRACT A; THENCE WITH THE WEST LINE OF SAID TRACT A, NORTH 0 DEGRESS 23 MINUTES 15 SECONDS WEST, 378.63 FEET TO THE TRUE POINT OF BEGINNING AND CONTAINING 3.64 ACRES



SITE PLAN - PROPOSED EXPANSION
SCALE : 1" = 30'-0"

30 15 0 30
SCALE IN FEET



VICINITY MAP
(25-49N-31W)
NOT TO SCALE

Site Location Map



Caton Architectural Design LLC
6320 Marion Avenue
Kansas City, MO 64133
www.caton4design.com
913-515-3384

BUMP CITY EXPANSION
1101 NW JEFFERSON
BLUE SPRINGS, MO

DESIGNER:	S.CATON
DRAWN BY:	SEC
JOB NO.:	08122024
DATE:	08/29/2024

PROJECT REVISIONS

SHEET NUMBER

SP1

Received
09/17/2024



EXISTING FRONT (SOUTH) ELEVATION



EXISTING EAST ELEVATION



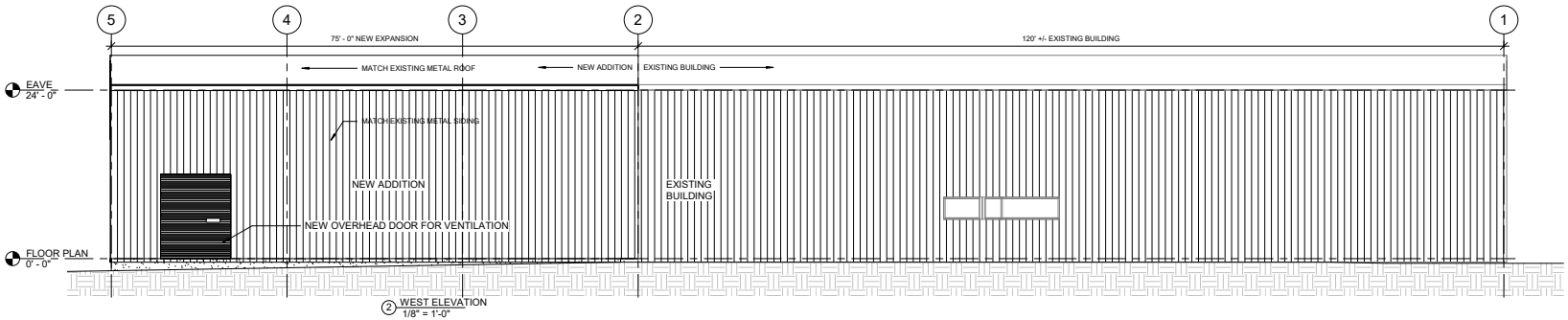
EXISTING NORTH ELEVATION (TO BE REMOVED AND MOVED NORTH 75')



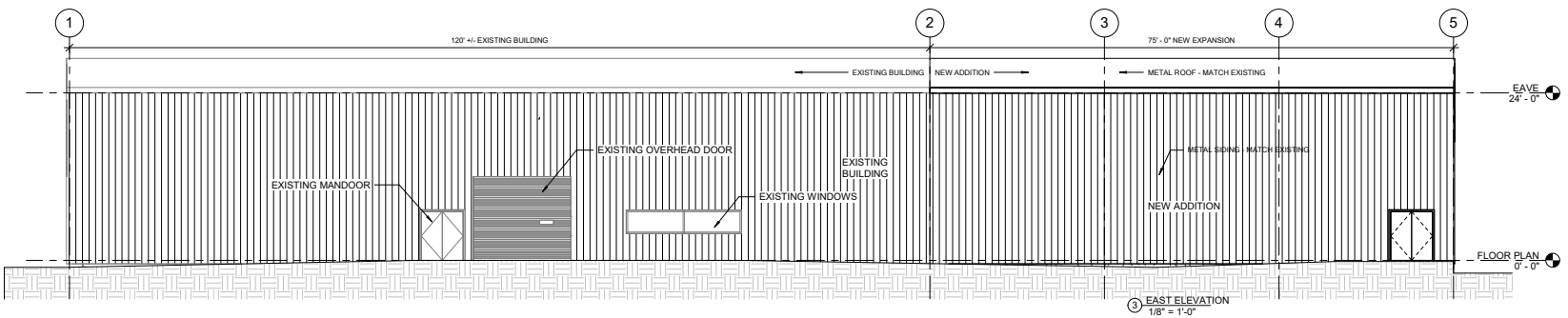
EXISTING POOL ENLOSURE NORTH OF BUILDING (TO BE REMOVED)



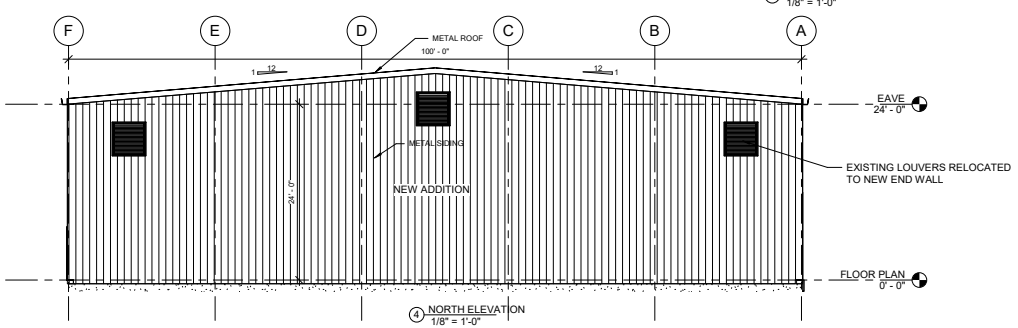
EXISTING WEST ELEVATION



2 WEST ELEVATION
1/8" = 1'-0"



3 EAST ELEVATION
1/8" = 1'-0"



4 NORTH ELEVATION
1/8" = 1'-0"

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Caton
Architectural
Design LLC

6120 Marion Avenue
Kansas City, Mo 64133

www.caton4design.com
913-515-3384

BUMP CITY EXPANSION

1001 NW JEFFERSON
BLUE SPRINGS, MO 64015

DESIGNER:	SC
DRAWN BY:	RT
JOB NO.:	081224
DATE:	08/29/2024

PROJECT REVISIONS

SHEET NUMBER

SITE PLAN / ELEVATIONS

A100

Received
09/17/2024

The City of Blue Springs Missouri

Planning Application

903 W Main Street, Blue Springs, MO | 816-228-0207
developmentsubmittals@bluespringsgov.com

OFFICE USE ONLY – *Updated 10-13-2020*
CASE #: SPDR-08-24-9260; PP-08-24-9261; PF-08-24-9262
PC MEETING: 9/23/2024
CC MEETING: 10/7/2024
BOA MEETING:
NEWSPAPER:
NOTICE LETTERS:
PLANNER: Dave McCumber

PROJECT LOCATION INFORMATION (*separate applications required if project boundaries differ*)

Bump City Replat
Project Name

1101 NW Jefferson	See attached				
Project Address (Parcel ID if No Address Assigned or Multiple Addresses)	**Legal Description (attach as a separate page if too large)**				
GB ~~Commercial~~ Commercial	N/A ~~Same~~	N/A ~~Same~~		3.64	1
Existing Zoning	Existing Land Use	Proposed Zoning	Proposed Land Use	Total Acreage	# of Proposed Lots

APPLICATION (*check all that apply*)

LAND USE
- ☐ Conditional Use
- ☐ Rezoning
- ☐ General Development Plan

LAND SUBDIVISION
- ☐ Preliminary Plat
- ☐ Final Plat
- ☐ Administrative Plat

MASTER PLANS
- ☐ PD Concept Plan
- ☐ PD Final Plan
- ☐ PUD Concept Plan-Amended
- ☐ PUD Final Plan
- ☐ PRO Concept Plan-Amended
- ☐ PRO Final Plan
- ☐ Redevelopment Modification Plan

SITE DEVELOPMENT
- ☐ Appearance Review
- ☐ Site Plan/Design Review (SPDR)
- ☐ PD Final Plan / SPDR
- ☐ PUD Final Plan / SPDR
- ☐ Administrative SPDR

SIGNAGE
- ☐ Master Sign Plan
- ☐ Administrative Sign Plan
- ☐ Appeal for Minor Sign Adjustment

OTHERS
- ☐ Vacation
- ☐ Variance
- ☐ Alternative Dev. Standards

APPLICANT & PROPERTY OWNER INFORMATION

Shawn Caton	Caton Architectural Design, LLC	913-515-3384	caton4design@gmail.com
Name of Applicant	**Company**	**Phone**	**Email Address**

6320 Marion Avenue	Kansas City	MO	64133
Address	**City**	**State**	**Zip Code**

I agree to allow the City of Blue Springs to copy and distribute all submitted project plans, materials, and information and post on the official City of Blue Springs web site as necessary for the project approval process, including public hearings. Furthermore, all submitted plans, materials, and information meet all UDC requirements unless specifically stated otherwise in an attached letter. Additionally, I agree that the Applicant and the Property Owner are jointly and severally liable to pay the City of Blue Springs all applicable fees and costs required for the project approval process.

X _____ 8/9/2024
Applicant Signature **Date**

Alvin L. ~~Fond~~ FONG	816-225-3940	al@gagecenter.com
Name of Property Owner	**Phone**	**Email Address**

1001 NW Jefferson	Blue Springs	MO	64015
Address	**City**	**State**	**Zip Code**

I declare, under penalty of perjury, that in applying for this application, I am the owner of this property and that the statements herein and all information herewith submitted are, to the best of my knowledge and belief, true and correct. In the event of corporate ownership, all Directors, Officers, Stockholders of each Corporation owning more than five percent (5%) of any class of stock is listed in an attached letter. With the signing and submittal of this application, I authorize 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 City Council, Boards & Commissions, and City Staff. Additionally, I agree that the Applicant and the Property Owner are jointly and severally liable to pay the City of Blue Springs all applicable fees and costs required for the project approval process.

X _____ 8/12/2024
Property Owner Signature **Date**

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REQUIRED DOCUMENTS CHECKLIST FOR ALL APPLICATIONS		
REQUIREMENT	**DESCRIPTION**	**NUMBER**
☐ **Project Location Information**	Complete 1st page of this Application	
☐ **Legal Description** *(digital copy required for public hearings only)*	One 8.5" x 11" copy & a digital copy in Microsoft Word format emailed to comdevlegal@bluespringsgov.com	
☐ **Plans Set Sealed by the Proper Entity Registered in the State of Missouri**	Full plans set folded & collated; See Guidebook for plans set requirements	Varies
	Reduced set of full plans set on 8.5" x 11"	1 set
☐ **Other Required Documents**	Other Required Documents such as Stormwater Study; Traffic Study; etc. on 8.5"x11"	2 sets
☐ **Application Specific Requirements Checklist**	Attach applicable pages from the Guidebook.	
☐ **Other Required Information**	See UDC Chapter 403 (Development Review Procedures) for any other required information. For Signage requirements, see Chapter 501 (Sign Code).	

PROJECT DESCRIPTION:

Replatting the existing Lot 1 of the Weatherstone Business Center with the unplatted Tract A together as one lot. The purpose is to plat the Tract A so that the existing building, built in 1985 prior to current ordinances, and allowing for an addition to be added to this non-conforming building.

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CONTACT INFORMATION SHEET

PROJECT LEAD

Name	Company Name		
Shawn Caton	Caton Architectural Design, LLC		
Address	**City**	**State**	**Zip**
6320 Marion Ave	Kansas City	MO	64133
Email	**Phone**	**Fax**	
caton4design@gmail.com	913-515-3384		

DEVELOPER

Name	Company Name		
Shawn Caton	Caton Construction Company		
Address	**City**	**State**	**Zip**
12409 Little Blue Road	Kansas City	MO	64133
Email	**Phone**	**Fax**	
caton4design@gmail.com	913-515-3384		

ENGINEER

Name	Company Name		
Address	**City**	**State**	**Zip**
Email	**Phone**	**Fax**	

ARCHITECT

Name	Company Name		
Shawn Caton	Caton Architectural Design		
Address	**City**	**State**	**Zip**
Email	**Phone**	**Fax**	

SURVEYOR

Name	Company Name		
Address	**City**	**State**	**Zip**
Email	**Phone**	**Fax**	

LANDSCAPE ARCHITECT

Name	Company Name		
Address	**City**	**State**	**Zip**
Email	**Phone**	**Fax**	

ATTORNEY

Name	Company Name		
Address	**City**	**State**	**Zip**
Email	**Phone**	**Fax**	

OTHER CONTACT

Name	Company Name		
Address	**City**	**State**	**Zip**
Email	**Phone**	**Fax**	

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08/30/2024 10:33:59 AM

Introduced by Councilmember _____ BILL NO. 5267
(PF-08-24-9262)

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE FINAL PLAT FOR WEATHERSTONE BUSINESS PARK 3RD PLAT, LOT 1, BLUE SPRINGS, JACKSON COUNTY, MISSOURI (BUMP CITY)

WHEREAS, on August 12, 2024, the Applicant, Shawn Caton of Caton Architectural Design, LLC, submitted a Planning Application for the Weatherstone Business Park 3rd Plat, Lot 1; and

WHEREAS, on September 23, 2024, the Planning Commission voted unanimously in favor of the Final Plat and sent their recommendation of approval to the City Council; and

WHEREAS, on October 7, 2024, the City Council approved the Weatherstone Business Park, 3rd Plat, Lot 1, Final Plat.

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

Section 1. The Final Plat of Weatherstone Business Park, 3rd Plat, Lot 1, BLUE SPRINGS, JACKSON COUNTY, MISSOURI, hereinbefore presented to the City Council and having been found to be in compliance with the Unified Development Code (UDC), its amendments, and other ordinances of the City of Blue Springs, is hereby approved subject to the following conditions and those set out in the Planning Commission Staff Report for Case File Number PF-08-24-9262 submitted to the Planning Commission at its September 23, 2024, meeting including the following conditions:

1. Approval by the Planning Commission based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC.

2. An access easement shall be provided from both entrances on NW Jefferson Street and span across the drive aisle, which runs from the west to east side of the property. The easement will allow for adequate traffic circulation for the future if the lots are split and sold to separate owners.

3. The Final Plat must be approved and recorded with Jackson County prior to the issuance of any building permits within the development.

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 7th day of October 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: September 3, 2024

SUBMITTED BY: Bob Muenz **DEPARTMENT: Police**

☒ Ordinance	☐ Resolution	☐ Presentation	☐ Public Hearing
☐ Contract	☐ Discussion	☐ Economic Dev.	☐ Other

ISSUE/REQUEST

Passage of a Bill adding Section 340.100 of the Code of Ordinances for motorcycle operators not requiring protective headgear when the operator or passenger is 26 years of age or older with proof of insurance coverage.

BACKGROUND/JUSTIFICATION

Section 302.026 RSMo was amended by the Missouri Legislature to require all motorcycle operators and passengers under twenty-six years of age to wear protective head gear. When the State of Missouri helmet law changed, the City adopted Ordinance 4939 to comply with the changes.

Ordinance 4939 removed all of Section 340.100 related to wearing helmets. However, the State law change only applied to those 26 years or older. Motorcycle operators or passengers under 26 years of age are still required to wear a helmet. The proposed Code Amendment mirrors State statute for operators and passengers to ensure compliance and allow for enforcement.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
October 8, 2024	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill amending Code related to helmets

REVIEWED BY:

Requesting Director: ***Bob Muenz***	Budget: ***N/A***
Legal: ***Jennifer Baird***	City Administrator: ***Christine Cates***

Introduced by Councilmember _____ BILL NO. 5268

ORDINANCE NO. _____

AN ORDINANCE ADDING SECTION 340.100 OF THE CODE OF ORDINANCES, CITY OF BLUE SPRINGS, MISSOURI, MOTORCYCLE OPERATORS OR PASSENGERS TWENTY-SIX YEARS OF AGE OR OLDER, NO PROTECTIVE HEADGEAR REQUIRED

WHEREAS, City staff is committed to bringing forward amendments to the Code of Ordinances, City of Blue Springs, Missouri as needed; and

WHEREAS, RSMo 302.026 of the Missouri Statutes provides requirements of when motorcycle operators and passengers are required to wear protective headgear; and

WHEREAS, Section 340.100 Protective Headgear Required for the Operation of Motorcycles and Motortricycles was repealed by the City Council with Ordinance 4939 in September 2020. The entire section of the Code was removed, but should have been updated to correspond with RSMo 302.026, and

WHEREAS, City staff recommends the addition of Section 340.100 to the Code of Ordinances to show that no protective headgear is required only when operators and passengers are twenty-six years of age or older and have proof of insurance coverage.

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

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

Section 1. That the Code of Ordinances, City of Blue Springs, Missouri, is hereby amended by adding a Section, to be numbered 340.100 as follows:

Protective Headgear Not Required For The Operation Of Motorcycles And Motortricycles

1. Any qualified motorcycle operator or passenger who is twenty-six years of age or older may operate or ride on a motorcycle or motortricycle upon any highway of this state without wearing protective headgear if he or she, in addition to maintaining proof of financial responsibility in accordance with Section 380.140, is covered by a health insurance policy or other form of insurance which will provide the person with medical benefits for injuries incurred as a result of an accident while operating or riding on a motorcycle or motortricycle.

2. Proof of coverage required by subsection 1 of this section shall be provided, upon request by authorized law enforcement, by showing a copy of the qualified operator's insurance card.

3. No person shall be stopped, inspected, or detained solely to determine compliance with this section.

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 7th day of October, 2024.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____