CITY COUNCIL MEETING – AMENDED AGENDA
November 17, 2025 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 during the meeting must fill out a Speaker's Appearance Form and give to the City Clerk prior to the start of the Council meeting. Forms are available online or located at the entrance of the Council Chambers. Speakers are subject to Council Rules of Procedure.

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 November 3, 2025 City Council Meeting
   b. Resolution No. 97-2025 approving a purchase from Gulf States Distributors Inc. for ammunition
   c. Resolution No. 98-2025 approving a change order with KAT Excavation Inc. for construction services for road improvements to Wyatt Road west of 7 Highway
   d. Resolution No. 99-2025 approving a purchase from Southwest Solutions Group, Inc. for locker room lockers and installation
   e. Resolution No. 100-2025 entering into a Funding Agreement with Luxe One, LLC for land located at 1500 NW North Ridge Drive.
   f. Resolution No. 101-2025 approving a contract with Progressive Electronics Inc., for updated audio/visual equipment for the Council Chambers
   g. Resolution No. 102-2025 approving the submittal of an application for a Lead Service Line Funding Application grant

4. Public Hearing – Rampage Athletics Rezoning (RZ-07-25-9644) and Planned Development Concept Plan (PDC-07-25-9645) **Continued from October 6, 2025, November 3, 2025, and November 17, 2025. To be continued to December 1, 2025.**

5. Second reading only of Bill No. 5354 amending the Code of Ordinances related to Animals - **Continued from October 6, 2025 and November 3, 2025. To be continued indefinitely**

6. Public Hearing – Sullivan Ranch Rezoning (RZ-07-25-9646) and General Development Plan (GDP-07-25-9647)

7. Introduction and readings of Bill No. 5363 approving a Sullivan Ranch Rezoning (RZ-07-25-9646)

8. Introduction and readings of Bill No. 5364 approving a Sullivan Ranch General Development Plan (GDP-07-25-9647)

9. Public Hearing – Colbern Farms Rezoning (RZ-08-25-9668) and General Development Plan (GDP-09-25-9690)

10. Introduction and readings of Bill No. 5365 approving a Colbern Farms Rezoning (RZ-08-25-9668)

11. Introduction and readings of Bill No. 5366 approving a Colbern Farms General Development Plan (GDP-09-25-9690)

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

13. Introduction and readings of Bill No. 5367 amending Chapter 215 of the Blue Springs Code of Ordinances regarding Dogs, Cats, Animals and Dangerous Animals

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

15. Councilmember Comments

16. Mayoral Comments

17. Adjourn

Miscellaneous Items

Planning Commission Meeting – Monday, November 24, 6:30 PM
Thanksgiving – **City Services Closed** – Thursday, November 27
Day after Thanksgiving – **City Services Closed** – Friday, November 28
City Council Meeting – Monday, December 1, 6:00 PM
Candidate Packet Pickup Begins – Tuesday, December 2, 8:00 AM
Park Commission Meeting – Tuesday, December 2, 6:00 PM
Planning Commission Meeting – Monday, December 8, 6:30 PM
First Day of Candidate Filing – Tuesday, December 9, 8:00 AM
Public Arts Commission Meeting – Wednesday, December 10, 4:00 PM
Land Bank – Monday, December 15, 3:00 PM
City Council Meeting – Monday, December 15, 6:00 PM

This Amended Agenda was posted at City Hall and on the City's website on Friday, November 14, 2025.

Erin Ford, City Clerk

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

FROM: Christine Cates
City Administrator

DATE: November 14, 2025

SUBJECT: Agenda Explanations

Item 3b – Purchase of Ammunition
Adopt a Resolution approving a purchase in the amount of $103,072.00 from Gulf States Distributors Inc. for ammunition. Refer to Council Information Form from Police Chief Bob Muenz for additional information.

Item 3c – Change Order for Wyatt Road Construction Services
Adopt a Resolution approving a change order to Contract No. 2024-027 in the amount of $271,178.04 with KAT Excavation Inc. for construction services for road improvements to Wyatt Road west of 7 Highway. The Wyatt Road Improvements, Project # 19-01-02, is approved as CIP ST-54. Refer to Council Information Form from Assistant to the City Administrator Dennis Dovel for additional information.

Item 3d – Purchase for Locker Room Lockers and Installation
Adopt a Resolution approving a purchase in the amount of $88,410.97 from Southwest Solutions Group, Inc. for locker room lockers and installation, CIP project PS-13. Refer to Council Information Form from Police Chief Bob Muenz for additional information.

Item 3e – Funding Agreement for Majorluxe II
Adopt a Resolution entering into a Funding Agreement for review of various incentives with Luxe One, LLC, the developer of the 2.89 acres of land located at 1500 NW North Ridge Drive. Refer to Council Information Form from City Administrator Christine Cates for additional information.

Item 3f – Council Chambers Equipment
Adopt a Resolution approving a contract in the amount of $199,244 with Progressive Electronics Inc., for updated audio/visual (A/V) equipment for the Council Chambers, CIP Project PS-22. Refer to Council Information Form from Communications Manager Brian Spano for additional information.

3g – Application for Lead Line Inventory Grant
Adopt a Resolution approving the submittal of an application for a Lead Service Line Funding Application grant for inventory of all lead services lines within Blue Springs. Refer to Council Information Form from Assistant to the City Administrator Dennis Dovel for additional information.

Item 4 – Rampage Athletics Rezoning and Planned Development Concept Plan Continuance
The Applicant, Michael Scott on behalf of the property owner, St. Peter United Methodist Church is requesting the public hearing for consideration of a Rezoning (RZ-07-25-9644) and Planned Development Concept Plan (PDC-07-25-9645) to be continued to the December 1, 2025 City Council meeting. A motion to continue is in order.

Item 5 – Code Amendment related to Animals Continuance
The City is requesting the second reading of Bill No. 5354 amending Sections of Chapter 215 of the Blue Springs Code of Ordinances regarding Dogs, Cats, Animals and Dangerous Animals be continued indefinitely. Continued from October 6, 2025 and November 3, 2025 City Council Meetings and to be continued indefinitely. A motion to continue indefinitely is in order.

Items 6, 7 & 8 – Sullivan Ranch Rezoning and General Development Plan
A public hearing is being held at the request of the applicant, Charles J. Robinson, CJR Development, on behalf of the property owner Land Bank of Blue Springs Missouri, to rezone property from “AG-C” (Agriculture-County) to “SF-7” (Single-Family Residential District) (RZ-07-25-9646) for the property located east of SE Wyatt Road and east of SE Litchford Road. The applicant is also requesting approval of a General Development Plan (GDP-07-25-9647) for Sullivan Ranch to allow for 218 single-family lots, five open space areas, walking trails, and amenities on 70.15 +/- acres. Upon conclusion of the public hearing, a Bill rezoning the property to “SF-7” (Single-Family Residential District) and approving the General Development Plan will be ready for introductions and readings. Refer to Council Information Form from Senior Director of City Development Mike Mallon for additional information.

Items 9, 10 & 11 – Colbern Farms Rezoning and General Development Plan
A public hearing is being held at the request of the applicant, Colby Dowell, KAT Excavation, on behalf of the property owners Sarai Jarnail & Manjit K, to rezone property from “GB-C” (General Business-Commercial) to “SF-7” (Single-Family Residential District) (RZ-08-25-9668) for a property located at 26100 E Colbern Road. The applicant is also requesting approval of a General Development Plan (GDP-09-25-9690) for Colbern Farms to allow for 34 single-family lots and three open space tracts on 16.67 +/- acres. Upon conclusion of the public hearing, a Bill rezoning the property to “SF-7” (Single-Family Residential District) and approving the General Development Plan will be ready for introduction and readings. Refer to Council Information Form from Senior Director of City Development Mike Mallon for additional information.

Item 12 – Code Amendment Related to Animal Control
Passage of a Bill amending Sections of Chapter 215 of the Blue Springs Code of Ordinances regarding Dogs, Cats, Animals and Dangerous Animals. Refer to Council Information Form from Police Chief Bob Muenz for additional information.

CITY OF BLUE SPRINGS, MISSOURI
MINUTES OF COUNCIL MEETING
November 3, 2025

A meeting of the City Council of the City of Blue Springs, Missouri, was held on Monday, November 3, 2025, 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
Nick Brummel - ABSENT
Galen Ericson
Kent Edmondson
Jeremy Rowan

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

PLEDGE

Mayor Lievsay led in the pledge of allegiance.

CALL MEETING TO ORDER AND CONFIRMATION OF QUORUM

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

CONSENT AGENDA

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

- Minutes of the October 20, 2025 City Council Meeting
- **Liquor License for RMH Franchise Corp. dba Applebee's Neighborhood Grill and Bar** ocated at 1100 N 7 Hwy to sell intoxicating liquors by the drink for consumption on premises (weekdays only) and Sundays
- **Liquor License for SSB LLC dba Spirit Haven** located at 1618 SW 7 Hwy, Blue Springs, MO 64014 to sell intoxicating liquors in the original package for consumption off premises (weekdays only) and Sunday Sales
- **Resolution No. 91-2025** approving the submittal of an application for a Land and Water Conservation Fund grant for Rotary Park tennis court to pickleball court renovations
- **Resolution No. 92-2025** approving a contract in the amount of $111,015.00 with Johnson Controls, Inc. for the warranty chiller replacement at the Public Safety Building
- **Resolution No. 93-2025** establishing the World Cup Task Force and approve appointments to the Task Force
- **Resolution No. 94-2025** approving the disposition of Information Technology, Public Works, and Administration department records which have met the required retention period as prescribed by the Blue Springs Records Retention, Management, and Destruction Policy dated November 28, 2016 and in accordance with the Missouri Secretary of State's records retention guidelines
- **Resolution No. 95-2025** approving a contract in the amount of $15,000.00 with Newkirk Novak Construction Partners, Inc., as the Construction Manager at Risk for preconstruction services for the construction of Southwest Park

DRAFT

- **Resolution No. 96-2025** approving a contract in the amount of $83,500 with Sports Facilities Advisory LLC, for market analysis, financial forecast, site assessment and inventory, economic impact and evaluation of concept site plan for the Adams Pointe Conference Center and surrounding City owned facilities

The Consent Agenda was approved with the following vote:

Kaylor – Aye	Edmondson – Aye
Tholen – Aye	Rowan – Aye
Ericson– Aye	Brummel – ABSENT
	Mayor Lievsay – Aye

PUBLIC HEARING – SULLIVAN RANCH REZONING (RZ-07-25-9646) AND GENERAL DEVELOPMENT PLAN (GDP-07-25-9647) - MOTION TO CONTINUE

Mayor Lievsay opened the Public Hearing at 6:01 pm and advised the Council that the applicant, Charles Robinson of CJR Development, requested the public hearing for the consideration of the Rezoning and General Development Plan for Sullivan Ranch be continued to the November 17, 2025 City Council meeting (RZ-07-25-9646, GDP-07-25-9647).

Councilmember Kaylor moved to continue the public hearing on November 3, 2025 to the November 17, 2025 City Council meeting. Motion seconded by Councilmember Ericson and carried unanimously.

PUBLIC HEARING – COLBERN FARMS REZONING (RZ-08-25-9668) AND GENERAL DEVELOPMENT PLAN (GDP-09-25-9690) – MOTION TO CONTINUE

Mayor Lievsay opened the Public Hearing at 6:01 pm and advised the Council that the applicant, Colby Dowell on behalf of the property owner, Sarai Jarnail & Manjit K, requested the public hearing for the consideration of the Rezoning and Planned Development Concept Plan be continued to the November 17, 2025 City Council meeting (RZ-08-25-9668, GDP-09-25-9690).

Councilmember Kaylor moved to continue the public hearing on November 3, 2025 to November 17, 2025 City Council meeting. Motion seconded by Councilmember Tholen and carried unanimously.

PUBLIC HEARING – RAMPAGE ATHLETICS REZONING (RZ-07-25-9644) AND PLANNED DEVELOPMENT CONCEPT PLAN (PDC-07-25-9645) – MOTION TO CONTINUE

Mayor Lievsay open the Public Hearing at 6:__ and advised the Council that the applicant, Michael Scott on behalf of the property owner, St Peter's United Methodist Church, requested the public hearing for the consideration of the Rezoning and Planned Development Concept Plan for Rampage Athletics be continued to the November 17, 2025 City Council meeting (RZ-07-25-9644, PDC-07- 25-9645).

Councilmember Kaylor moved to continue the public hearing on November 3, 2025 to November 17, 2025 City Council meeting. Motion seconded by Councilmember Ericson and carried unanimously.

2ND READING – BILL 5354 – CODE AMENDMENT RELATING TO ANIMALS

Mayor Lievsay advised the Council that the City is requesting the second reading of Bill No. 5354 amending Sections of Chapter 215 of the Blue Springs Code of Ordinances regarding Dogs, Cats, Animals and Dangerous Animals be continued to the November 17, 2025 City Council meeting.

Councilmember Kaylor moved to continue the second reading of Bill No. 5354 to the November 17, 2025 City Council meeting. Motion seconded by Councilmember Ericson and carried unanimously.

INTRODUCTION AND 1ST READING – BILL NO. 5360 – BRIARWOOD OAKS ESTATES 4TH FINAL PLAT (PF-09-25-9693)

Councilmember Kaylor introduced Bill No. 5360 approving the Final Plat for Briarwood Oaks Estate consisting of eleven lots located generally east of SW 7 Highway and South of SW Wyatt Road (PF-09-25-9693). City Clerk Erin Ford made the first reading of Bill No. 5360 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Ericson moved to approve Bill No. 5360 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Tholen and carried unanimously.

2ND READING – BILL NO. 5360

Ms. Ford made the second reading of Bill No. 5360 by title. Councilmember Edmondson moved to adopt Bill No. 5360 upon its second reading and give it **ORDINANCE NO. 5461,** 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
Ericson – Aye
Edmondson – Aye
Rowan – Aye
Kaylor – Aye
Brummel – ABSENT
Mayor Lievsay – Aye

INTRODUCTION AND 1ST READING – BILL NO. 5361 – HUDSON ESTATES FINAL PLAT (PF-09-25-9702)

Councilmember Kayyor introduced Bill No. 5361 approving the Final Plat for Hudson Estates of Blue Springs consisting of two lots located east of 7 Highway and South of Cordill-Mason Elementary School (PF-09-25-9702). City Clerk Erin Ford made the first reading of Bill No. 5361 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Ericson moved to approve Bill No. 5361 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Tholen and carried unanimously.

2ND READING – BILL NO. 5361

Ms. Ford made the second reading of Bill No. 5361 by title. Councilmember Edmondson moved to adopt Bill No. 5361 upon its second reading and give it **ORDINANCE NO. 5462,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Rowan and carried with the following vote:

Ericson – Aye
Edmondson – Aye
Rowan – Aye
Kaylor – Aye
Tholen – Aye
Brummel – ABSENT
Mayor Lievsay – Aye

INTRODUCTION AND 1ST READING – BILL NO. 5362 – HOLD HARMLESS WITH BLUE SPRINGS

Councilmember Kaylor introduced Bill No. 5362 authorizing the execution of a Hold Harmless Agreement with Reorganized School District No. IV of Jackson County for use of school gym facilities for recreational youth basketball programming. City Clerk Erin Ford made

SCHOOL DISTRICT FOR YOUTH BASKETBALL

the first reading of Bill No. 5362 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Ericson moved to approve Bill No. 5362 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Tholen and carried unanimously.

2ND READING – BILL NO. 5362

Ms. Ford made the second reading of Bill No. 5362 by title. Councilmember Edmondson moved to adopt Bill No. 5362 upon its second reading and give it **ORDINANCE NO. 5463,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Rowan and carried with the following vote:

Edmondson – Aye
Rowan – Aye
Kaylor – Aye
Tholen – Aye
Ericson – Aye
Brummel – ABSENT
Mayor Lievsay – Aye

COUNCIL COMMENTS

Edmondson: A grant application for Rotary Park courts and Southwest Park construction were approved on consent agenda.

Ericson: Creation of a new World Cup Task Force was approved on the consent agenda.

MAYORAL ANNOUNCEMENTS

- Veteran's Day is November 11 and City offices will be closed.
- A Town Hall will be held on November 13.

CLOSED SESSION

At 6:08 p.m., Councilmember Kaylor moved for the Council go into closed session pursuant to Section 610.021(1) and (2) Revised Statutes of Missouri, for the purpose of privileged communications between a governmental body or its representative and legal counsel relating to Litigation and 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:

Rowan – Aye
Kaylor – Aye
Tholen – Aye
Ericson – Aye
Edmondson – Aye
Brummel – ABSENT
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: October 13, 2025

SUBMITTED BY: Bob Muenz **DEPARTMENT: Police**

☐ Ordinance	☒ Resolution	☐ Presentation	☐ Public Hearing
☐ Contract	☐ Discussion	☒ Purchase	☐ Other

STRATEGIC PLAN PRIORITY

☐ Downtown Revitalization	☐ Balanced Growth	☐ Community Identity
☐ Infrastructure	☒ Community Safety	☐ Organizational Health

ISSUE/REQUEST

Adopt a Resolution approving a purchase in the amount of $103,072.00 from Gulf States Distributors Inc. for ammunition.

BACKGROUND/JUSTIFICATION

Staff is requesting approval to purchase training ammunition from Gulf States Distributors Inc. This purchase will provide ammunition for patrol and tactical elements within the Police Department. Ammunition is needed for training purposes. Gulf States Distributors Inc. is a sole-source provider under the Missouri State contract pricing. This is a budgeted item within the current Operations General fund. $103,072.00 will come from General funds. Due to current market demands, it is expected that delivery may take up to 12 months.

FINANCIAL IMPACT

Contractor:	Gulf States Distributors Inc
Amount of Request/ Contract:	$103,072
Amount Budgeted:	$151,000
Budget Year:	FY25-26
Funding Source/Account #:	100-20030-520184
Account Balance:	$151,000 Date: 10/13/2025

PROJECT TIMELINE

Estimated Start Date	**Estimated End Date**
Upon Arrival	NA
Years and Months Contract in effect	**Number of times renewable**
NA	Na

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with purchase memo and catalog attached as Exhibits A and B.

REVIEWED BY:

Requesting Director: ***Bob Muenz***	Budget: ***Lori Turner***
Legal: ***N/A***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

Document	Required	If not required, explain
Certificate of Insurance:	☐	NA
E-Verify:	☐	NA
Bond:	☐	NA
IRS Form W-9:	☐	On file
Bid/RFP/RFQ and Tabulation	☐	NA
Bid Waiver: (less than three bids)	☒	
Contractor address and email:	☒	Gulf States Distributors Inc 6000 E. Shirley Lane Montgomery, AL 36117 natalie@gulfstatesdist.com
Project Exemption Certificate needed:	☐	NA

Resolution No. 97-2025

A RESOLUTION APPROVING THE PURCHASE OF AMMUNITION FROM GULF STATES DISTRIBUTORS INC.

WHEREAS, the City of Blue Springs desires to purchase ammunition in the amount of $103,072.00 from Gulf States Distributors Inc. for the Operations Bureau and Special Tactical and Assistance Team (STAT) of the Blue Springs Police Department; and

WHEREAS, the Police Department secured quotations according to the State of Missouri ammunition contract number for the 2025-2026 budget year; and

WHEREAS, the Police Department received pricing from the sole provider and now recommends that the City purchase ammunition from Gulf States Distributors Inc. utilizing their catalogue pricing reflecting the State Contract cost for the ammunition for the Operations Bureau and STAT in the amount of $103,072.00; and

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 purchase from Gulf States Distributors Inc. 6600 Shirley Lane, P.O. Box 241387, Montgomery, Alabama 36117, ammunition for the Police Department in the amount of $103,072.00 as outlined in the purchase memo and catalog attached as Exhibits “A” and “B”.

Section 2. 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 17th day of November 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

EXHIBIT A

Blue Springs Police Department
1100 SW Smith Street
Blue Springs, MO 64015

TO:	**Gulf States Distribution- Natalie Strange**
FROM:	**Capt. David Brotherton**
DATE:	**10-13-2025**
SUBJECT:	**Ammo Order**

Natalie,

I need to order the following items:

Description	Load #	Units	Unit Price	Total Price
Speer Lawman 9mm 147gr FMJ	53620	150	$269.00	$40,350.00
PMC Bronze .223 Rem 55gr FMJ	223A	125	$405.00	$50,625.00
Speer Gold Dot G2 147gr Bonded	54226	5	$455.00	$2,275.00
Speer Gold Dot .223 Rem 55gr Bonded SP	24446	6	$305.00	$1,830.00
Force on Force 9mm Marking Rounds	FF9B2	8	$369.00	$2,952.00
Force on Force .556 Marking Rounds	FF556B1	16	$315.00	$5,040.00
			Total	$103,072.00

*We will pay partial-ship invoices.
**Please send all invoices to apinvoices@bluespringsgov.com with the P.O. # referenced.

Thanks,

Capt. David Brotherton
Blue Springs Police Department
816-655-0443/ 816-935-6770
dbrotherton@bluespringsgov.com

EXHIBIT B

Department Pricing

For Missouri Law Enforcement

Includes pricing from State of Missouri
Ammunition Contract #CC220604001
Good Through November 18, 2023

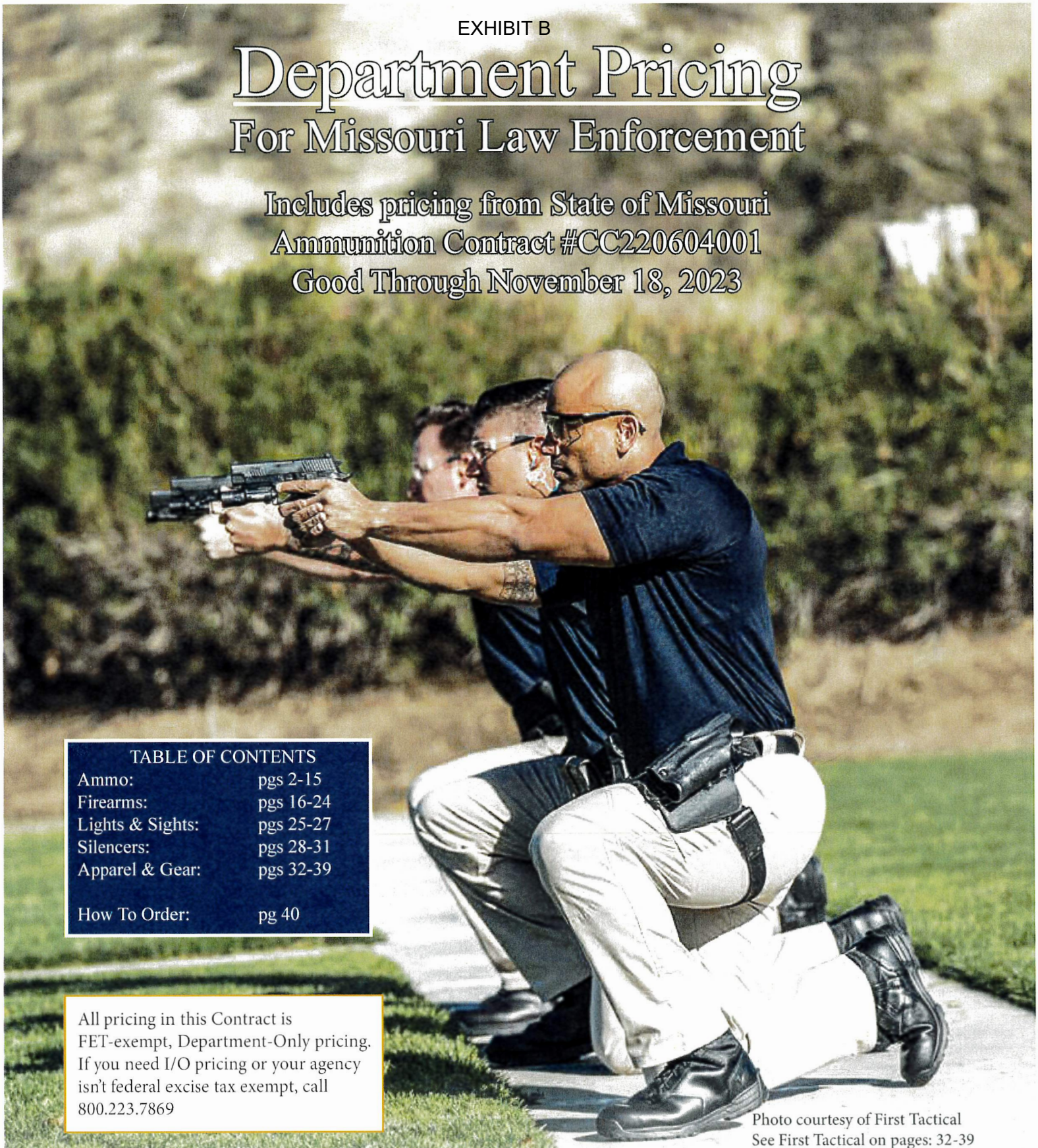


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All pricing in this Contract is FET-exempt, Department-Only pricing. If you need I/O pricing or your agency isn't federal excise tax exempt, call 800.223.7869

Photo courtesy of First Tactical
See First Tactical on pages: 32-39

Gulf States Distributors, Inc.
Distributors of Federal Cartridge, Speer, Force on Force, Hornady and PMC Ammunition
6000 E. Shirley Lane, Montgomery, AL 36117
p: 800.223.7869 f: 334.279.9267 www.gulfstatesdist.com

.380 AUTO DUTY AMMO

MANUFACTURER	LOAD #	DESCRIPTION	CASE PRICE	CONTRACT DESIGNATION
Federal Cartridge HST	P380HST1	**.380ACP** 99gr HST HP	**$555.00/cs1000**	**Contract**
Federal Cartridge HydraShok	P380HS1G	**.380ACP** 90gr HydraShok HP	**$565.00/cs1000**	**Contract**
Speer Gold Dot	53606	**.380ACP** 90gr Bonded HP	**$389.00/cs1000**	**Contract**
Remington Golden Saber	29413	**.380ACP** 102gr BJHP GS380BB	**$295.00/cs500**	**Contract**
Hornady Critical Defense	90080	**.380ACP** 90gr FTX (backup gun)	**$199.00/cs250**	**Non-Contract**

9MM LUGER DUTY AMMO

MANUFACTURER	LOAD #	DESCRIPTION	CASE PRICE	CONTRACT DESIGNATION
Federal Cartridge Classic	9BP	**9MM** 115gr Hi-Shok HP	**$315.00/cs1000**	**Contract**
Federal Cartridge Classic	9MS	**9MM** 147gr Hi-Shok HP	**$325.00/cs1000**	**Contract**
Federal Cartridge HST	P9HST1	**9MM** 124gr HST HP	**$415.00/cs1000**	**Contract**
Federal Cartridge HST	P9HST2	**9MM** 147gr HST HP	**$415.00/cs1000**	**Contract**
Federal Cartridge HST	P9HST3	**9MM** 124gr +P HST HP	**$415.00/cs1000**	**Contract**
Federal Cartridge HST Micro	P9HST5S	**9MM** 147gr HST HP	**$225.00cs200**	**Contract**
Federal Cartridge Hydra-Shok	P9HS1G1	**9MM** 124gr HSHP	**$415.00/cs1000**	**Contract**
Speed Gold Dot	53614	**9MM** 115gr Bonded HP	**$415.00/cs1000**	**Contract**
Speer Gold Dot	53617	**9MM** 124gr +P Bonded HP	**$415.00/cs1000**	**Contract**
Speer Gold Dot	53618	**9MM** 124gr Bonded HP	**$415.00/cs1000**	**Contract**
Speer Gold Dot	53619	**9MM** 147gr Bonded HP	**$415.00/cs1000**	**Contract**
Speer Gold Dot G2	54226	**9MM** 147gr Bonded G2	**$455.00/cs1000**	**Contract**
Speer Gold Dot Short Barrel	23611GD-200	**9MM** 124gr +P Bonded HP	**$225.00/cs200**	**Contract**
Remington Golden Saber	29357	**9MM** 124gr BJHP GS9MMBB	**$285.00/cs500**	**Contract**
Remington Golden Saber	29358	**9MM** 124gr +P BJHP GS9MMDB	**$285.00/cs500**	**Contract**
Remington Golden Saber	29359	**9MM** 147gr BJHP GS9MMCB	**$285.00/cs500**	**Contract**
Remington Golden Saber Bonded	29351	**9MM** 124gr +P Bonded BJHP GS9MMC	**$375.00/cs500**	**Contract**
Remington Golden Saber Bonded	29353	**9MM** 147gr Bonded BJHP GS9MMC	**$375.00/cs500**	**Contract**
Hornady Critical Duty	90215	**9MM** 124gr Flex-Lock	**$277.00/cs500**	**Non-Contract**
Hornady Critical Duty	90225	**9MM** 135gr +P Flex-Lock	**$277.00/cs500**	**Non-Contract**
Hornady Critical Duty	90235	**9MM** 135gr Flex-Lock	**$277.00/cs500**	**Non-Contract**
Hornady Critical Defense	90240	**9MM** 110gr Lite FTX (backup gun)	**$203.00/cs250**	**Non-Contract**
Hornady Critical Defense	90250	**9MM** 115gr FTX (backup gun)	**$203.00/cs250**	**Non-Contract**

.223 REM DUTY AMMO

MANUFACTURER	LOAD #	DESCRIPTION	CASE PRICE	CONTRACT DESIGNATION
Federal Cartridge TRU	T223A	**.223REM** 55gr TRU SP	**$305.00/cs500**	**Contract**
Federal Cartridge TRU	T223E	**.223REM** 55gr TRU BTHP	**$320.00/cs500**	**Contract**
Federal Cartridge TRU	T223T	**.223REM** 55gr Ballistic Tip	**$365.00/cs500**	**Contract**
Federal Cartridge TRU	T223L	**.223REM** 64gr SP	**$310.00/cs500**	**Contract**
Federal Cartridge Tactical	LE223T1	**.223REM** 55gr Bonded SP	**$245.00/cs200**	**Contract**
Federal Cartrdige Tactical	LE223T3	**.223REM** 62gr Bonded SP	**$245.00/cs200**	**Contract**
Federal Cartridge Gold Medal	GM223M-500	**.223REM** 69gr Sierra MatchKing BTHP Match	**$455.00/cs500**	**Contract**
Federal Cartridge Gold Medal	GM223M3	**.223REM** 77gr Sierra MatchKing BTHP Match	**$215.00/cs200**	**Contract**
Speer Gold Dot	24446	**.223REM** 55gr Bonded SP	**$305.00/cs500**	**Contract**
Speer Gold Dot	24445SP	**.223REM** 62gr Bonded SP	**$305.00/cs500**	**Contract**
Speer Gold Dot	24475	**.223REM** 75gr Bonded SP	**$305.00/cs500**	**Contract**
Remington	28918	**.223REM** 62gr CORE-LOKT Ultra Bonded PSP PRC223R4	**$195.00/cs200**	**Contract**
Hornady TAP	83276	**.223REM** 55gr TAP Urban	**$167.00/cs200**	**Non-Contract**
Hornady TAP	83285	**.223REM** 62gr TAP Barrier	**$167.00/cs200**	**Non-Contract**
Hornady TAP	80295	**.223REM** 53gr GMX TAP Patrol	**$225.00/cs200**	**Non-Contract**
Hornady TAP	83286	**.223REM** 60gr TAP Urban	**$167.00/cs200**	**Non-Contract**
Hornady TAP	80265	**.223REM** 75gr BTHP TAP	**$167.00/cs200**	**Non-Contract**

5.56 NATO DUTY AMMO

MANUFACTURER	LOAD #	DESCRIPTION	CASE PRICE	CONTRACT DESIGNATION
Federal Cartridge	T556TNB1	**5.56NATO** 62gr Barrier non-bonded	**$420.00/cs500**	**Contract**
Hornady TAP	81275	**5.56NATO** 53gr GMX TAP Patrol	**$225.00/cs200**	**Non-Contract**
Hornady TAP	8125C	**5.56NATO** 62gr TAP Barrier (50)	**$353.00/cs500**	**Non-Contract**
Hornady TAP	81265	**5.56NATO** 70gr GMX TAP Barrier	**$225.00/cs200**	**Non-Contract**
Hornady TAP	8126N	**5.56NATO** 75gr BTHP T2 TAP	**$167.00/cs200**	**Non-Contract**
Hornady TAP	81295	**5.56NATO** 75gr TAP SBR	**$180.00/cs200**	**Non-Contract**

.224 VALKYRIE DUTY AMMO

MANUFACTURER	LOAD #	DESCRIPTION	CASE PRICE	CONTRACT DESIGNATION
Federal Cartridge	GM224VLK1	**.224VALKYRIE** 90gr Sierra Gold Medal Match	**$245.00/cs200**	**Contract**
Federal Cartridge Premium	P224VLKBT1	**.224VALKYRIE** 60gr Nosler Ballistic Tip	**$255.00/cs200**	**Contract**
Federal Cartridge Fusion	F224VLKMSR1	**.224VALKYRIE** 90gr Fusion	**$230.00/cs200**	**Contract**

.22LR RIMFIRE

MANUFACTURER	LOAD #	DESCRIPTION	CASE PRICE	CONTRACT DESIGNATION
CCI	35	**.22LR** Standard Velocity 40gr LRN	**$295.00/cs5000**	**Contract**
CCI	30	**.22LR** Mini Mag 40gr CPRN	**$355.00/cs5000**	**Contract**
CCI	31	**.22LR** Mini Mag 36gr HP	**$355.00/cs5000**	**Contract**

9MM TARGET AMMO

MANUFACTURER	LOAD #	DESCRIPTION	CASE PRICE	*CONTRACT DESIGNATION*
Federal Cartridge American Eagle	AE9DP	**9MM** 115gr FMJ	**$259.00/cs1000**	**Contract**
Federal Cartridge American Eagle	AE9AP	**9MM** 124gr FMJ	**$259.00/cs1000**	**Contract**
Federal Cartridge American Eagle	AE9FP	**9MM** 147gr FMJ	**$269.00/cs1000**	**Contract**
Federal Cartridge BallistiClean	BC9NT3	**9MM** 100gr CQT Frangible	**$505.00/cs1000**	**Contract**
Federal Cartridge American Eagle	AE9N1	**9MM** 124gr FMJ (Lead Free)	**$335.00/cs1000**	**Contract**
Federal Cartridge American Eagle	AE9N2	**9MM** 147gr FMJ (Lead Free)	**$335.00/cs1000**	**Contract**
Federal Cartridge American Eagle	AE9SJ1	**9MM** 115gr Total Synthetic Jacket	**$165.00/cs500**	**Contract**
Federal Cartridge American Eagle	AE9SJ2	**9MM** 124gr Total Synthetic Jacket	**$165.00/cs500**	**Contract**
Federal Cartridge American Eagle	AE9SJ2	**9MM** 147gr Total Synthetic Jacket	**$165.00/cs500**	**Contract**
Speer Lawman	53651	**9MM** 124gr FMJ	**$259.00/cs1000**	**Contract**
Speer Lawman	53620	**9MM** 147gr FMJ	**$269.00/cs1000**	**Contract**
Speer RHT	53365	**9MM** 100gr CQT Frangible	**$485.00/cs1000**	**Contract**
Speer CleanFire (lead free)	53824	**9MM** 124gr CleanFire	**$269.00/cs1000**	**Contract**
Speer CleanFire (lead free)	53826	**9MM** 147gr CleanFire	**$269.00/cs1000**	**Contract**
Hornady TAP Training	90269	**9MM** 115gr FMJ (special run - in stock)	**Call for Price**	**Non-Contract**
Hornady Training	90238	**9MM** 135gr Training	**$206.00/cs500**	**Non-Contract**
Hornady Frangible Handgun	90230	**9MM** 90gr Frangible	**$271.00/cs500**	**Non-Contract**
PMC Bronze	9A	**9MM** 115gr FMJ	**$239.00/cs1000**	**Contract**
PMC Bronze	9G	**9MM** 124gr FMJ	**$245.00/cs1000**	**Contract**

.40 S&W TARGET AMMO

MANUFACTURER	LOAD #	DESCRIPTION	CASE PRICE	*CONTRACT DESIGNATION*
Federal Cartridge American Eagle	AE40R3	**.40S&W** 165gr FMJ	**$369.00/cs1000**	**Contract**
Federal Cartridge American Eagle	AE40R1	**.40S&W** 180gr FMJ	**$369.00/cs1000**	**Contract**
Federal Cartridge BallistiClean	BC40CT1	**.40S&W** 125gr CQT Frangible	**$539.00/cs1000**	**Contract**
Federal Cartridge American Eagle	AE40N1	**.40S&W** 180gr FMJ (Lead Free)	**$389.00/cs1000**	**Contract**
Federal Cartridge American Eagle	AE40SJ1	**.40S&W** 165gr Total Synthetic Jacket	**$205.00/cs500**	**Contract**
Federal Cartrdige American Eagle	AE40SJ2	**.40S&W** 180gr Total Synthetic Jacket	**$210.00/cs500**	**Contract**
Speer Lawman	53955	**.40S&W** 165gr FMJ	**$369.00/cs1000**	**Contract**
Speer Lawman	53652	**.40S&W** 180gr FMJ	**$369.00/cs1000**	**Contract**
Speer RTH	53375	**.40S&W** 125gr CQT Frangible	**$505.00/cs1000**	**Contract**
Speer Lawman CleanFire	53982	**.40S&W** 165gr FMJ	**$379.00/cs1000**	**Contract**
Speer CleanFire (lead free)	53880	**.40S&W** 180gr TMJ	**$365.00/cs1000**	**Contract**
Hornady Training Handgun	91374	**.40S&W** 175gr FMJ Training Brass	**$245.00/cs500**	**Non-Contract**
Hornady Frangible Handgun	91319	**.40S&W** 125gr Frangible	**$335.00/cs500**	**Non-Contract**
PMC Bronze	40D	**.40S&W** 165gr FMJ	**$335.00/cs1000**	**Contract**
PMC Bronze	40E	**.40S&W** 180gr FMJ	**$335.00/cs1000**	**Contract**

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.45GAP TARGET AMMO

MANUFACTURER	LOAD #	DESCRIPTION	CASE PRICE	CONTRACT DESIGNATION
Speer Lawman	53980	**.45GAP** 200gr TMJ	**$455.00/cs1000**	**Contract**

.223 REM TARGET AMMO

MANUFACTURER	LOAD #	DESCRIPTION	CASE PRICE	CONTRACT DESIGNATION
Federal Cartridge American Eagle	AE223	**.223REM** 55gr FMJ BT	**Suspended**	**Contract**
Federal Cartridge American Eagle	AE223G	**.223REM** 50gr JHP	**Suspended**	**Contract**
Federal Cartridge American Eagle	AE223N	**.223REM** 62gr FMJ BT	**$269.00/cs500**	**Contract**
Federal Cartridge American Eagle	AE223T75	**.223REM** 75gr FMJ	**$275.00/cs500**	**Contract**
Federal Cartridge American Eagle	AE223NX1	**.223REM** 55gr (Lead Free Primer)	**$265.00/cs500**	**Contract**
Federal Cartridge BallistiClean	BC223NT5	**.223REM** 42gr CQT Frangible	**$429.00/cs500**	**Contract**
Hornady Training	80271	**.223REM** 55gr FMJ	**$239.00/cs500**	**Non-Contract**
PMC Bronze	223A	**.223REM** 55gr FMJ (save here!)	**$405.00/cs1000**	**Contract**

5.56 NATO TARGET AMMO

MANUFACTURER	LOAD #	DESCRIPTION	CASE PRICE	CONTRACT DESIGNATION
Federal Cartridge	XM193X	**5.56NATO** 55gr FMJ	**Suspended**	**Contract**
Federal Cartridge BallistiClean	BC556NX1	**5.56NATO** 50gr Semi-jacketed Frangible	**$445.00/cs500**	**Contract**
Hornady Training	81278	**5.56NATO** 55gr FMJ	**$239.00/cs500**	**Non-Contract**
Hornady Training	81292	**5.56NATO** 75gr SBR FMJ	**$300.00/cs500**	**Non-Contract**
PMC X-TAC	556X	**5.56NATO** 55gr FMJ (save here!)	**$415.00/cs1000**	**Contract**

.224 VALKYRIE TARGET AMMO

MANUFACTURER	LOAD #	DESCRIPTION	CASE PRICE	CONTRACT DESIGNATION
Federal Cartridge American Eagle	AE224VLK1	**.224 Valkyrie** 75gr TMJ	**$149.00/cs200**	**Contract**

.308 WIN/7.62X39/.30 CARBINE/.30-06/.338LAPUA/.300BO TARGET AMMO

MANUFACTURER	LOAD #	DESCRIPTION	CASE PRICE	CONTRACT DESIGNATION
Federal Cartridge American Eagle	AE308D	**.308WIN** 150gr FMJ BT	**$440.00/cs500**	**Contract**
Federal Cartridge American Eagle	A76239A	**7.62x39** 124gr FMJ	**$405.00/cs500**	**Contract**
Federal Cartridge American Eagle	AE30CB	**.30CARBINE** 110gr RN "Power Shok"	**$310.00/cs500**	**Contract**
Federal Cartridge American Eagle	AE3006N	**.30-06** 150gr FMJ BT	**$530.00/cs500**	**Contract**
Federal Cartridge American Eagle	AE338L	**.338LAPUA** 250gr SP	**$495.00/cs200**	**Contract**
Federal Cartridge American Eagle	AE300BLKSUP2	**.300BO** 220gr OTM Subsonic	**$435.00/cs500**	**Contract**

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- *Felt recoil similar to duty rounds*
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- *Primer-driven consistency*
- *Marking agent wipes clean*
- *Reliable performace*
- *Recyclable aluminum cases*

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Items on this page DO NOT appear on the state contract. Prices subject to change.



FF9 - 9mm Gen2 rounds offer technical advances delivering improved visual marking, appropriate pain penalty, accuracy enhancements and easier loading capability.

FF556 - 5.56MM rounds function in M16/AR-15/M4 rifles equipped with an appropriate conversion kit. Safe 1-foot standoff, copper driving band to engage rifling, requires only a change of the required bolt carrier group (Sold Separately).



FF556BCG replacement bolt carrier group is all you need to convert your rifle to use Force-on-Force rounds (only fires Force-on-Force ammunition). Doesn't interfere with on-rifle accessories. Prevents firing live ammunition.

MANUFACTURER	LOAD #	DESCRIPTION	YOUR PRICE
Force on Force	FF9B2	FOF 9mm BLUE marking round	**$315.00/cs500**
Force on Force	FF9R2	FOF 9mm RED marking round	**$315.00/cs500**
Force on Force	FF9G2	FOF 9mm GREEN marking round	**$315.00/cs500**
Force on Force	FF9Y2	FOF 9mm YELLOW marking round	**$315.00/cs500**
Force on Force	FF9W2	FOF 9mm WHITE marking round	**$315.00/cs500**
Force on Force	FF9O2	FOF 9mm ORANGE marking round	**$315.00/cs500**
Force on Force	FF9NM	FOF 9mm Non-Marking round	**$315.00/cs500**
Force on Force	FF9BLK2	FOF 9mm blank	**$315.00/cs500**
Force on Force	FF556B1	FOF 556 BLUE marking round	**$369.00/cs500**
Force on Force	FF556R1	FOF 556 RED marking round	**$369.00/cs500**
Force on Force	FF556G1	FOF 556 GREEN marking round	**$369.00/cs500**
Force on Force	FF556Y2	FOF 556 YELLOW marking round	**$369.00/cs500**
Force on Force	FF556W2	FOF 556 WHITE marking round	**$369.00/cs500**
Force on Force	FF556O2	FOF 556 ORANGE marking round	**$369.00/cs500**
Force on Force	FF556NM	FOF 556 Non-Marking round	**$369.00/cs500**
Force on Force	FF556BCG	FOF 556 Bolt Carrier Group	**$299.00/cs500**

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: October 31, 2025 **CONTRACT NO. 2024-027**

SUBMITTED BY: Dennis Dovel **DEPARTMENT: Public Works**

☐ Ordinance	☒ Resolution	☐ Presentation	☐ Public Hearing
☒ Contract	☐ Discussion	☐ Purchase	☐ Other

STRATEGIC PLAN PRIORITY

☐ Downtown Revitalization	☒ Balanced Growth	☐ Community Identity
☒ Infrastructure	☒ Community Safety	☐ Organizational Health

ISSUE/REQUEST

Adopt a Resolution approving a change order to Contract No. 2024-027 in the amount of $271,178.04 with KAT Excavation Inc. for construction services for road improvements to Wyatt Road west of 7 Highway. The Wyatt Road Improvements, Project # 19-01-02 is approved as CIP ST-54.

BACKGROUND/JUSTIFICATION

City Council entered into a contract with KAT Excavation, Inc. on February 21, 2024, by Resolution No. 13-2024 to make improvements to Wyatt Road west of 7 Highway. The scope of the project includes reconstruction of an existing 2,220 feet of roadway, consisting of earthwork, asphalt pavement, curbs and storm improvements. The improvements are a result of a Settlement Agreement with Prairie Township Fire Protection District (now Southern Jackson County Fire Protection District).

When the contractor began removal of the existing surface it was discovered the subgrade required extensive stabilization, beyond the original estimate. Additional soil cuts were required to remove the soils, and additional rock was installed to improve the subgrade to a suitable level for paving. Additionally, only one side of the road was improved by the prior property owner on the east end of the project, leaving the south side untouched. When milling began on that portion, the base layer was too thin to withstand traffic and required removal and replacement. Due to the road being closed and the need to continue with the project as to not delay completion and create further cost increases, staff instructed the contractor to proceed. Additionally, the amount of stabilization could not be calculated as some areas were better than others, so staff received a price per ton for the rock stabilization.

All work has been completed, with the project now being closed out and the total cost provided. A previous change order was approved for construction delays due to easement acquisition and increased material costs. Staff recommends approval of a second change order in the amount of $271,178.04 for soil stabilization and asphalt base installation. The added cost of both change orders will bring the total cost of the project to $1,364,268.95.

FINANCIAL IMPACT

Contractor:	KAT Excavation, Inc.
Amount of Request/ Contract:	$271,178.04

Amount Budgeted:	$0
Budget Year:	FY 2025-26
Funding Source/Account #:	310-72000-543100 ST-54 - $13,768.56 Reserve PO# 26-1247 - $257,409.48
Account Balance:	$257,407.49 Date: 11/3/2025
Additional Funds Needed:	$13,768.56 (Received budget transfer)
Funding Source/Account #:	310-72000-543100 ST-06

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
October 1, 2025	December 31, 2025
Years and Months Contract in effect	**Number of times renewable**
3 Months	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 with change order attached as Exhibit A.

REVIEWED BY:

Requesting Director: ***Dennis Dovel***	Budget: ***Lori Turner***
Legal: ***N/A***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

Document	Required	If not required, explain
Certificate of Insurance:	☒	On File
E-Verify:	☒	On File
Bond:	☒	On File
IRS Form W-9:	☒	On File
Bid/RFP/RFQ and Tabulation	☒	On File
Bid Waiver: (less than three bids)	☒	On File
Contractor address and email:	☒	On File
Project Exemption Certificate needed:	☒	On File

A RESOLUTION APPROVING A CHANGE ORDER IN THE AMOUNT OF $271,178.04 WITH KAT EXCAVATION, INC FOR ADDITIONAL SOIL STABILIZATION AND BASE ASPHALT FOR WYATT ROAD WEST OF 7 HIGHWAY

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

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

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

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

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

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

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

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

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

WHEREAS, the City Council entered into a contract on February 21, 2024, by Resolution No. 13-2024 with KAT Excavation, Inc. to make road improvements to Wyatt Road west of 7 Highway; and

WHEREAS, staff approved Change Order #1 for delays in construction beginning due to easement acquisition and the increased cost of materials from the time the contract was bid and issued; and

WHEREAS, it was discovered during construction the existing soils required stabilization beyond the scope and additional base asphalt was required in an unimproved portion with staff requesting a unit price prior to work beginning as total quantities were undetermined; and

WHEREAS, the work was completed to not cause further delays and now the quantities are known and require Change Order #2 for the scope of work outlined; and

WHEREAS, Change Order #2 to Contract 2024-070 will increase the amount payable under the contract by $271,178.04 for a total contract price of $1,364,268.95.

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 approve Change Order #2 with KAT Excavation, Inc. for soil stabilization and additional base asphalt in the amount of $271,178.95 for a total contract price of $1,364,268.95. 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 17th day of November 2025.

CITY OF BLUE SPRINGS

ATTEST:

_____
Chris Lievsay, Mayor

_____
Erin Ford, City Clerk

EXHIBIT A

CITY OF BLUE SPRINGS
CHANGE ORDER REQUEST FORM

DATE: October 31, 2025

SUBMITTED BY: Dennis Dovel **DEPARTMENT:** Public Works

☐ Ordinance # _____	☐ Resolution #: 13-2024
☐ Administrative Contract #_____	☐ Product Purchase

ISSUE/REQUEST

Change Order Request.
Purchase Order # 24-0921

BACKGROUND/JUSTIFICATION

The purchase order referenced above is hereby Increase **(use drop down)** by **$** 271,178.04. Describe below the reason for the change order.

Soil stabilization and additional base asphalt to unimproved road section.

FINANCIAL IMPACT (Finance Use Only)

Contractor/Vendor Name:	KAT Excavation, Inc.
Amount of Change Order Request:	271,178.04
Amount Available in Budget:	**$** 257,409.48 - FY 24/25
Budget Year:	FY 2025/26
Funding Source/Account #	310-72000-543100 Project ST-54
Additional Funds Needed: Budget Transfer Request Form.xlsx	**$** 13,768.56
Funding Source/Account #	310-72000-543100 ST-06

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Change Order #2 from Kat Excavation

REVIEWED BY

Requesting Director: Dennis Dovel	City Administrator:
Council:	Finance: Melissa Braun

FOR FINANCE USE ONLY:
Council Contract:

Budget Availability **Yes** X **No**_____

Original Purchase Order Amount: **$** 1,040,490.86

10% of Original Purchase Order Amount **$** 104,049.08

Amount of Previous Change Orders #: 01 through 01 : - **$** 52,600.05

Amount of This Change Order Request: - **$** 271,178.04

Total Amount Remaining Before *Council* Approval Is Needed: **$** -219,729.01

FOR FINANCE USE ONLY:
Administrative Contract (Part 1 of 2): Do total change orders equal 1% or greater?

Budget Availability Yes_____ No_____

Original Purchase Order Amount: $ _____

1% of Original Purchase Order Amount **$** _____

Amount of Previous Change Orders #: ____ through ___: - **$** _____

Amount of This Change Order Request: - **$** _____

Total Amount Remaining Before *City Administrator* Approval Is Needed: (not required if less than $100) **$** _____

FOR FINANCE USE ONLY:
Administrative Contract (Part 2 of 2): Do total change orders cause the total contract amount to exceed $75,000?

Maximum Contract Amount prior to Council:	$75,000	
Original Purchase Order Amount		- **$**
Amount of Previous Change Orders #: ____ through ___:		- **$**
Amount of This Change Order Request:		- **$**
Total Amount Remaining Before *Council Approval* Is Needed:		**$**

ATTACHMENT 1

KAT EXCAVATION, INC

Change Request #2

City of Blue Springs

Attn: Patrick Capranica

Re: Project Wyatt Road – Stabilizing Subgrade Unit Price Approval

To undercut unstable soil that will not pass a proof roll.

OPTION #1

Remove unstable soil and install geo-grid Tenex LB-302, then install 6" layer of gabion stone with 6" of type 5 base aggregate, totaling 1' of undercut below placed contract rock base.

Unit Price $28.80 Per Square Yard

OPTION #2

Remove unstable soil and install geo-grid Tenex LB-302, then install 8" of type 5 base aggregate, totaling 8" of undercut below contract rock base.

Unit Price $23.70 Per Square Yard

At this time, this is a $0.00 cost change. If any of this work is deemed necessary, it will be field measured and billed at the unit price listed above. If this is an ongoing practice, it will be totaled at the end of the job, and a final change order will be submitted.

Please feel free to contact Steve at 816-918-5598.

Sincerely,

KAT Excavation, Inc.

Steven R. Bailey

President/Owner

Bid Items: Wyatt Road 836 SY Additional Asphalt Remove and Replace

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL BID COST
1	CLEARING AND GRUBBING	0	ACRE		
2	REMOVAL OF IMPROVEMENTS:Sawcut 894 LF, 800 LF x 8' Wide x 14" deep and 70 LF x 16' Wide x 14" deep	1	LS	$ 16,491.00	$ 16,491.00
3	MAILBOX RELOCATION	0	EA		$ -
4	UNCLASSIFIED EXCAVATION	91	CY	$ 17.70	$ 1,610.70
5	EMBANKMENT	0	CY		$ -
6	COMPACTING IN CUT	0	STA		$ -
7	CLASS 3 EXCAVATION	0	CY		$ -
8	MoDOT TYPE 5 AGGREGATE FOR BASE, 6 IN.	836	SY	$ 12.80	$ 10,700.80
	Option 2 Subgrade Remediation: Install 8" of Type 5 on Geogrid	837	SY	$ 23.70	$ 19,836.90
9	ASPHALTIC CONCRETE SURFACE, 2 IN., TYPE 5-01	836	SY	$ 11.85	$ 9,906.60
10	ASPHALTIC CONCRETE BASE, 8 IN., RC-TYPE 5-01	836	SY	$ 35.20	$ 29,427.20
11	ASPHALTIC CONCRETE BASE, 4 IN., RC-TYPE 5-01	0	SY	$ -	$ -
12	ASPHALT WEDGE (RC-TYPE 5-01)	0	TON	$ -	$ -
13	2 IN. MILLING	0	SY	$ -	$ -
14	CONCRETE PAVED DRIVEWAY (COMMERCIAL), 8 IN	0	SY	$ -	$ -
15	CONCRETE PAVED DRIVEWAY (RESIDENTIAL), 6 IN	0	SY	$ -	$ -
16	DRIVEWAY GRAVEL SURFACE, 6 IN	0	SY	$ -	$ -
17	18" CONCRETE COLLAR	0	EA	$ -	$ -
18	24" CONCRETE COLLAR	0	EA	$ -	$ -
19	CURB AND GUTTER (CG-1)	0	LF	$ -	$ -
20	ROCK LINING	0	CY	$ -	$ -
21	CONCRETE FLUME	0	EA	$ -	$ -
22	TRAFFIC CONTROL	0	LS		
23	MOBILIZATION	0	LS		
24	PAVEMENT MARKING, 4 IN. YELLOW	0	LF		
25	PAVEMENT MARKING, 6 IN. WHITE	0	LF		
26	PAVEMENT MARKING, 24 IN. WHITE	0	LF		
27	PAVEMENT MARKING, LEFT ARROW	0	EA		
28	PAVEMENT MARKING, COMBINATION STRAIGHT/RIGHT	0	EA		
29	CONTRACTOR FURNISHED SURVEYING AND STAKING	0	LS		
30	15 IN. HDPE PIPE	0	LF		
31	18 IN. HDPE PIPE	0	LF		
32	24 IN. HDPE PIPE	0	LF		
33	48 IN. HDPE PIPE	0	LF		
34	15 IN. END SECTION (HDPE)	0	EA		
35	18 IN. END SECTION (HDPE)	0	EA		
36	24 IN. END SECTION (HDPE)	0	EA		
37	48 IN. END SECTION (HDPE)	0	EA		
38	PRECAST CURB INLET (5'X3')	0	EA		
39	PRECAST AREA INLET (6'X6')	0	EA		
40	PRECAST JUNCTION BOX (6'X6')	0	EA		
41	SEEDING	0	ACRE		
42	EROSION CONTROL	0	LS		
43	TURF REINFORCEMENT MAT	0	SY		
44	SIGNING	0	LS		
	Total Price:				**$ 87,973.20**
	Additional 1 Year Bond Cost at 1.2%:				**$ 1,055.678**
	Total + 1 Year Additional Bond Cost:				**$ 89,028.88**

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: October 20, 2025 **CONTRACT NO.**

SUBMITTED BY: Bob Muenz **DEPARTMENT: Police**

☐ Ordinance	☒ Resolution	☐ Presentation	☐ Public Hearing
☒ Contract	☐ Discussion	☐ Purchase	☐ Other

STRATEGIC PLAN PRIORITY

☐ Downtown Revitalization	☐ Balanced Growth	☐ Community Identity
☐ Infrastructure	☒ Community Safety	☐ Organizational Health

ISSUE/REQUEST

Adopt a Resolution approving a purchase in the amount of $88,410.97 from Southwest Solutions Group, Inc. for locker room lockers and installation, CIP project PS-13.

BACKGROUND/JUSTIFICATION

During construction of the current police facility, the number of lockers purchased and installed in the male and female locker rooms were reduced as cost saving measures. It was understood at the time that the lockers could be added later as staffing levels increased. Currently, staffing levels within the department have necessitated adding the additional lockers to both the male and female locker rooms. Of the one hundred male lockers only four are available, and of the forty female lockers only nine are available.

Lockers are made available to all employees, both sworn and civilian. This project will allow for the addition of fourteen female lockers and twenty male lockers which will allow for future staffing growth per the goals of the City's Community Safety and Wellbeing priority identified in the Strategic Plan. The lockers will match the existing lockers in appearance, design and features to include electrical outlets and positive airflow ventilation. This purchase is being made under a State of Missouri cooperative purchasing contract (#CC241766001). The additional lockers have been funded through the Capital Improvement Program under project number PS-13.

FINANCIAL IMPACT

Contractor:	Southwest Solutions Group, Inc.
Amount of Request/ Contract:	$ 88,410.97
Amount Budgeted:	$300,000
Budget Year:	FY 2025-26
Funding Source/Account #:	155-77000-546100 PS-13
Account Balance:	$300,000 Date: 10/24/2025

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
November 18, 2025	November 18, 2026
Years and Months Contract in effect	**Number of times renewable**
1 year	0

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with contract attached as Exhibit A.

REVIEWED BY:

Requesting Director: ***Bob Muenz***	Budget: ***Lori Turner***
Legal: ***James Newell***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

Document	Required	If not required, explain
Certificate of Insurance:	☒	
E-Verify:	☒	
Bond:	☐	N/A
IRS Form W-9:	☒	
Bid/RFP/RFQ and Tabulation	☐	N/A
Bid Waiver: (less than three bids)	☒	
Contractor address and email:	☐	Southwest Solutions Group, Inc. 8049 Bond St. Lenexa Ks. 66214 cdecker@southwestsolutions.com
Project Exemption Certificate needed:	☐	N/A

A RESOLUTION APPROVING A CONTRACT WITH SOUTHWEST SOLUTIONS GROUP INC. FOR PURCHASE AND INSTALLATION OF LOCKER ROOM LOCKERS

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 Police Department prepared specifications and secured quotations for additional lockers for the locker rooms; and

WHEREAS, the Department received a bid under a state contract and now recommends that the City award a contract to Southwest Solutions Group Inc. for work based on scope of services in the amount of $88,410.97.

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 Southwest Solutions Group Inc for lockers and installation in the amount of $88,410.97. 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 17th day of November 2025.

CITY OF BLUE SPRINGS

ATTEST: Chris Lievsay, Mayor

Erin Ford, City Clerk

EXHIBIT A

EFFECTIVE DATE: November 18, 2025	TERMINATION DATE: November 18, 2026	CONTRACT NUMBER:

CITY	CONTRACTOR
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**	**Southwest Solutions Group Inc.** **8049 Bond Street** **Lenexa, KS 66214**
Department: Police	Attention: cdecker@southwestsolutions.com
Phone: 816-228-0171	Phone: 913-558-1134

PUBLIC WORKS CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____ 2025, 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. The terms of the City's Request for Proposals are incorporated by reference as if fully set forth herein. To the extent any conflict exists between the terms of this Contract and any Contractor terms attached hereto or otherwise incorporated, the terms of this Contract control and supersede.

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

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

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

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

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

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

7. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this Contract exceed the sum of **$88,410.97** unless agreed to by City and Contractor in writing.

8. **Termination of Contract.**

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

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

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

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

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

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

12. **Occupational License**: The Contractor shall obtain and maintain an occupational license with the City of Blue Springs, Missouri, if required by City Code and any required state or federal

license. The cost for this occupational license shall be borne by the Contractor. Contractor shall not purchase materials or begin work on this Contract until this occupational license has been obtained.

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

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

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

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

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

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

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

18. **Insurance.** Contractor agrees to maintain insurance as set forth below and provide to City certificates of coverage evidencing said coverage at the time of signing of this Contract and on each anniversary of such insurance coverage during the term of this Contract and any renewals,

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

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

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

c. **Workers' Compensation**. Statutory requirements.

Choose a building block.

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

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

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

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

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

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation, or benefits payable by or for the

Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, officers, agents and employees, for which indemnification is sought.

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

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

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

21. **Bonds.** Pursuant to Section 107.170 RSMo**.**

a. **Labor and Material Payment Bond.** If this Contract is estimated to exceed $50,000.00, the Contractor shall furnish a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City. The bond shall be in the total amount of the Contract conditioned upon the major terms and conditions of this Contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract and the surety bond(s) hereto attached for its faithful payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this Contract until such new or additional security for the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

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

25. **OSHA Requirements** pursuant to Section 292.675 RSMo.

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

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

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

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

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

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

26. **Enrollment in Work Authorization Program and Affidavit Concerning Employment of Unauthorized Aliens.** If this contract, awarded to a business entity, exceeds five thousand dollars, the business entity, and any subcontractors of the business entity, shall, by affidavit and provision of documentation, affirm its or their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity, and any subcontractors of the business entity, shall also affirm by the affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A subcontractor shall provide similar affidavit and documentation to the Contractor at the time the subcontractor is hired pursuant to Section 15 CSR 60-15.020. The business entity and any subcontractor of the business entity shall be required to provide the affidavits described in this section to the City on an annual basis. The business entity is not required to provide the E-Verify Memorandum of Understanding, or similar document, showing the business entity is in fact, enrolled in E-Verify or similar program each year unless the business entity has updated or entered into a new Memorandum of Understanding. A federal work authorization program is any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L.99-603. *A business entity is any person or group of persons*

performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term business entity shall include but not be limited to self-employed individuals (except it shall not include a self-employed individual with no employees), partnerships, corporations, contractors, and subcontractors.

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

Work Authorization Affidavit

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

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

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

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

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

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

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

1. My name is Heath Stock and I am currently the VP Finance of Southwest Solutions Group Inc (hereinafter "Company"), whose business address is 2535 B E. State Highway 121, Suite 110, Lewisville TX 75056, 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

Heath Stock
Printed Name

Subscribed and sworn to before me this 24 day of October, 2025.

SEAL

David Dennis Hemm
My Commission Expires
9/16/2029
Notary ID 135532471

Notary Public

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

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

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

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

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

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

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

SOUTHWEST SOLUTIONS GROUP INC.

By: _____
Name: Heath Stock
Title: VP of Finance and Adm.

CITY OF BLUE SPRINGS, MISSOURI

_____
Christine Cates, City Administrator

APPROVED AS TO FORM

/s/ James Newell
James Newell, City Attorney

Exhibit 1 to Contract Scope of Work		
Name of Contractor	Southwest Solutions Group Inc.	
Scope of Work (Job Description)	Purchase and installation of locker room lockers at the police department to match design, appearance and features of the current lockers. There will be fourteen additional lockers installed in the women's locker room and twenty additional lockers installed in the men's locker room All work shall be performed in accordance with Contractor's Quote #158414-A dated October 30, 2025 attached hereto and incorporated herein as Attachment A	
Start Date	November 18, 2025	
Interim Deadlines (if applicable)	**Date**	**Phase of Project To Be Completed**
Final Completion Deadline	November 18, 2026	
Reimbursable Expenses	☒ None ☐ Travel, Lodging, Meals, Phone Calls, Copying, Postage	
Maximum Payment	$	Maximum payment for services rendered
	$88,410.97	Maximum amount of expenses to be reimbursed
	$	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: ☐ % retainage held until completion of project.	

ATTACHMENT 1

Southwest Solutions Group, Inc.
8049 Bond Street
Lenexa, KS 66214
Phone: (913) 345-0289
Fax: (913) 345-9758

SouthwestSolutions.com

SOUTHWESTSOLUTIONSGROUP
We Make People & Space Work Better Together

Quote # 158414-A

Date: October 30, 2025
Project # 107857

Quote valid for 30 days.

BILL TO:

Bob Muenz
City of Blue Springs PD
1100 SW Smith
Blue Springs, MO 64015

INSTALL TO:

Bob Muenz
City of Blue Springs PD
1100 SW Smith
Blue Springs, MO 64015

SALESPERSON	QUOTE NAME	PAYMENT TERMS	LEAD TIME
Chuck Decker (913) 558-1134 cdecker@southwestsolutions.com	Blue Springs PD_additional FreeStyle Lockers_SSG 107857 Quote_10-30-25	Net 30 - Billable upon delivery, payment due in 30 days	18 to 20 weeks (after receipt of order)

107857 - 2: State of Missouri: Lockers - Install: Prevailing Wage

#	DESCRIPTION	
1	Per Drawing: 107857 - 2 ETO 10-7-25 MEN Qty (20) Lockers; 24"W x 24"D x 72"H (Overall Depth with Bench: 37 1/8") - Five Hooks - Top Shelf with Hanger Bracket - Rubber Mat - (4) Outlets; (2) Duplex Receptacles per locker (180 Watts per duplex) - Boot Tray - Document Holder - Lock Box - Fascia Included	$51,854.59
2	Per Drawing: 107857 - 2 ETO 10-7-25 WOMEN Qty (14) Lockers; 24"W x 24"D x 72"H (Overall Depth with Bench: 37 1/8") - Five Hooks - Top Shelf with Hanger Bracket - Rubber Mat - (4) Outlets; (2) Duplex Receptacles per locker (180 Watts per duplex) - Boot Tray - Document Holder - Lock Box - Fascia Included	$36,556.38



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Quote # 158414-A

Date: October 30, 2025
Project # 107857

Quote valid for 30 days.

BILL TO:

Bob Muenz
City of Blue Springs PD
1100 SW Smith
Blue Springs, MO 64015

INSTALL TO:

Bob Muenz
City of Blue Springs PD
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107857 - 2: State of Missouri: Lockers - Install: Prevailing Wage

#	DESCRIPTION
3	RIC

Includes all design services, manufacturing, packaging, freight, inside delivery, installation by factory certified (prevailing wage) technicians during normal business hours, cleanup of area, removal of all debris, and warranty. Assumes clear access to all loading docks, elevators and installation sites. Seismic-rated equipment, calculations and permitting are not included unless otherwise specified.

Pricing quoted combines the economies to scale to offer you the most favorable pricing. If all quoted equipment or areas are not ordered, shipped and installed together, changes to your quote will result.

Because of market volatility impacting freight/shipping rates, fuel, and steel, this quote is valid for 30 days. Orders placed after that will be subject to a 5% price increase. Lead times are subject to change until time of purchase.

Lead Time Notice
Lead time refers to the estimated time for material shipment only and begins once all of the following have been received:
Signed shop drawings
Final color selections
Receipt of down payment (as outlined in the payment terms)
Installation will be scheduled separately based on project availability and coordination with your assigned SSG Project Manager.

Per State of Missouri Sourcewell Contract, orders are to be placed with:

Southwest Solutions Group
2535 East State Highway 121, Suite 110-B
Lewisville, TX 75056

So that we may process your order in a timely manner, please address contract as shown above.

State of Missouri Sourcewell Contract No: CC241766001
Valid until: December 29, 2027

***Includes Maintenance Bond of $2,156.30 (2.5% of total project).



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Quote # 158414-A

Date: October 30, 2025
Project # 107857

Quote valid for 30 days.

BILL TO:

Bob Muenz
City of Blue Springs PD
1100 SW Smith
Blue Springs, MO 64015

INSTALL TO:

Bob Muenz
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1100 SW Smith
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SALESPERSON	QUOTE NAME	PAYMENT TERMS	LEAD TIME
Chuck Decker (913) 558-1134 cdecker@southwestsolutions.com	Blue Springs PD_additional FreeStyle Lockers_SSG 107857 Quote_10-30-25	Net 30 - Billable upon delivery, payment due in 30 days	18 to 20 weeks (after receipt of order)

Subtotal:	$88,410.97
Plus, Applicable Sales Tax:	
Total:	**$88,410.97**

Financing options available. Click here to apply.

We accept Credit Cards and eChecks.

Add sales tax and tariffs if applicable.

Credit Card payments over $25,000 are subject to a 2.50% Convenience Fee. No Convenience Fee on eChecks. Southwest Solutions Federal Tax ID #: 75-2703228

Authorized Signature: Date: P.O. #:



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SouthwestSolutions.com

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We Make People & Space Work Better Together

Quote # 158414-A

Date: October 30, 2025
Project # 107857

Quote valid for 30 days.

Scope of Work

The following are the responsibilities of Southwest Solutions Group (SSG) and Client to ensure the completion of the project in an efficient, timely manner. The items and services listed in this section, unless otherwise specified herein, have not been included in the equipment or services pricing and will be the responsibility and at the expense and liability of Client.

BY SSG

TYPE	DESCRIPTION
General	All charges associated and incurred for manufacturing, freight, local delivery, installation, cleanup, staff training, and warranty, unless specified otherwise.
Installation	Complete turnkey installation services by factory certified technicians and training of staff. All installation to take place during normal business hours (8:00 a.m. to 5:00 p.m. Monday-Friday). If work is required outside of these hours, overtime charges will apply.
Warehouse Storage	Provide two (2) weeks cost-free storage at local warehouse. When additional storage time is needed due to a change in customer requirements, warehouse storage charges will be accrued at the rate of: $5.00 per hundred weight per month up to 90 days. $7.50 per hundred weight per month over 90 days.
Direct Ship	Coordinate manufacturing to meet required delivery schedules. Includes all charges associated and incurred for freight, dock to dock delivery and warranty.
Design	Provide accurate representations of equipment in the client's space, based on site verification or CAD/Revit created layouts. Includes recessed rail detail, power requirements, data requirements and/or floor loading information as available and applicable.
Project Management	Assign a designated Project Manager to communicate and coordinate logistics and delivery of material ship dates with manufacturer. Communicate, update and revise project timelines when applicable. Schedule installation crews based on material arrival dates.
Recessed Rail Requirements	Will provide rail centers and trough requirements to contractor as applicable.
Installation Technicians	Provide trained technicians to complete installation of equipment per the approved drawing. Technicians shall perform work in a professional, safe and courteous manner, and according to predetermined and agreed upon completion dates.
Service	Provide training, on-site and phone support as needed for repairs and preventative maintenance of equipment. (Outside of Warranty/Service Agreement normal hourly rates, travel and parts apply)
Extended Warranty/Service Agreements	Offer an optional extended warranty and service agreement. Maintain equipment through a purchased service program after the original Manufacturer's warranty expires.

BY CLIENT

TYPE	DESCRIPTION
Receipt of Freight	Quote is based on standard truck delivery directed to a dock facility that is designed to receive freight. All other special services, such as, but not limited to: Pre-notification prior to delivery, limited access/non-commercial, residential, government, school deliveries, lift gate, inside deliveries, etc. are available for additional charges and will be billed accordingly.
Direct Ship	Indicate any lift gate, limited access, special delivery requirements to SSG for coordination of freight services.
Drawing Approval	Approve and sign SSG provided design drawing so that materials can be ordered to meet delivery and installation schedule. Design drawing will include "in space" representation of the equipment and its requirements. **Lead times begin after receipt of drawing approval.**
Access to Work Area	Provide unobstructed space within the site of installation to permit the incorporation of the systems as shown on any drawings that form a part of this Agreement. Prepare the work site to permit the unloading, installation, testing and acceptance of the equipment. If area is not precleared prior to installer's arrival, additional charges will be applied. Provide hoisting and elevator services for SSG equipment and personnel.
Building Obstructions	Remove and/or relocate any building obstructions, such as ducting, lighting fixtures and wiring, drains, piping, structural steel, electrical wiring, conduit, etc. which interfere with the equipment clearances. Provide sprinkler and fire safety devices including sprinkler design. Ensure that all equipment will pass through building access doors or other openings as necessary.
Foundation Preparation	Provide verification through facility management or other certified engineer of floor's weight carrying capacity to properly hold equipment (floor load). Provide location information of any conduit running through concrete floors (drilling may be required).
Modifications to Room Dimensions	If room dimensions differ from those provided in proposal, it is the responsibility of the client to inform SSG at least 4 weeks prior to shipping time to delay shipment from factory. Modifications after purchase orders (change orders) are processed by SSG are subject to delayed shipment and installation, and price increases.
Project Delays	It is the responsibility of the client to inform SSG at least 4 weeks prior to acknowledged ship date. If the installation site is not ready when scheduled work is to be performed and our technicians have been dispatched, a $325.00 trip charge will be added. Please provide a minimum of 72 hours notice to reschedule installation. Modifications after purchase orders (change orders) are processed by SSG are subject to delayed shipment and installation, and price increases.
Loading of Contents	Transfer contents of existing system into new system unless option chosen to have movement of material handled by SSG's moving teams.
Product Training	Provide personnel for a scheduled product training session. Includes one training session for staff.

HIGH-CAPACITY STORAGE SYSTEM WITH RAIL INSTALLATION, IF APPLICABLE

TYPE	DESCRIPTION
Floorless Requirements	Floorless High-Capacity System should be installed on solid concrete floor or VCT covered concrete floor. Any existing carpet must be removed prior to installation at the rail's locations. Floor levelness should meet standard General Contractor code of 1/8" over 10'. If your floor does not meet these minimum standards, it will result in a different rail/subfloor system being provided, or your existing concrete floor leveled to meet the standard at your expense.
Recessed Rail Requirements/Foundation Preparation	Provide backfill of cement into troughs. Provide verification through facility management or other certified engineer of floor's weight carrying capacity to properly hold equipment. It is recommended that the slab have a minimum thickness of 5" with a capacity rating of 4,000 PSI. Verify that the concrete slab possesses the minimum levelness specification of ¼" over a 20' span. Provide location information of any conduit or post-tension cables running through concrete floors (drilling may be required). Sonogramming or X-Ray of floor not included.
Electrical Preparation	If hardwired electrical system is selected, provide dedicated 120 VAC, 60 HZ, 20-amp circuit that must be hardwired by a certified electrician compliant with local Electrical Codes. If plug in electrical system is selected, provide dedicated/isolated 120 VAC, 60 HZ, 20-amp circuit with a 20-amp outlet that must be hardwired by a certified electrician compliant with local Electrical Codes. Multiple outlets may be required based on moving system design.

CAROUSEL AND LIFT INSTALLATION, IF APPLICABLE

TYPE	DESCRIPTION
Electrical Preparation	Provide all electrical utility outlets and wiring as required and as noted on drawing supplied by SSG. Provide suitable electric current, lighting, compressed air, water, heat, precise power, and air drop locations as required for installation, testing, acceptance, and operation of the system. Client is to supply power drops from the plant power supply up to, and including, disconnects at each control panel. All power and hardware shall be in accordance with the applicable electrical codes.
Material Handling Responsibilities	Perform unloading and carting of materials and equipment by appropriate personnel from the common carrier to a safe storage area at the installation site. (Unless this service is accepted as proposed on the price page of this Agreement.) Machine crates to remain unopened until technicians' arrival. Collect and remove all packing materials from equipment shipping. SSG is responsible to maintain a clean work area and place trash in Client provided containers. SSG personnel will provide and operate lift truck equipment within Client's facility. Provide hoisting and elevator services for SSG equipment and personnel.
Vertical Storage Training	Ensure that Client's personnel attend and participate in scheduled training sessions. Includes one training session for staff.
Loading of Vertical Storage	Perform installation of any trays, totes, dividers, drawers, or other accessories in the storage unit after the installation is completed. Provide for the physical loading of inventory and any containers into the system, stock counting, building the inventory database and back-up systems and procedures for use in integrating the system into the existing operation.

Southwest Solutions Group, Inc.
8049 Bond Street
Lenexa, KS 66214
Phone: (913) 345-0289
Fax: (913) 345-9758

SouthwestSolutions.com

Terms, Conditions & Warranty

The following terms and conditions form a part of the agreement between Southwest Solutions Group, Inc. ("SSG") and the party executing this proposal ("Customer") relating to the installation of that certain equipment more fully described above (collectively, the "Equipment").

1. WARRANTY.
   (a) The Equipment is provided to Customer with a limited warranty on parts and materials, excluding usual wear and tear.
   (b) Except as provided for above, SSG hereby disclaims all warranties and representations with respect to the Equipment or SSG's installation services, whether express, implied, or otherwise, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, USE, OR QUIET ENJOYMENT. No rights or remedies referred to in Article 2A of the Uniform Commercial Code, including any variations thereon as may be in effect in the state in which Customer is located, will be conferred on Customer unless expressly granted herein. No oral or written information or advice given by SSG or its owners, agents, or employees shall create a warranty or in any way increase the scope of any warranty provided herein. SSG shall have no responsibility if the Equipment has been altered or misused by any party other than SSG in any way.
2. LIMITATION OF LIABILITY.
   (a) SSG shall not be liable to Customer or any third party for any indirect, special, incidental, punitive, cover, or consequential damages (including, but not limited to, damages for the inability to use equipment or access data, loss of business, loss of profits, business interruption, or the like), arising out of the use of, or inability to use, the Equipment, and based on any theory of liability including breach of contract, breach of warranty, tort (including negligence), product liability, or otherwise, even if SSG had or should have had any knowledge, actual or constructive, of the possibility of such damages and even if a remedy set forth herein is found to have failed of its essential purpose.
   (b) SSG's total liability to user for actual damages for any cause whatsoever will be limited to the amount actually paid by Customer to SSG for the Equipment. The foregoing limitations on liability are intended to apply to all aspects of this proposal.
3. BASIS OF BARGAIN. The foregoing warranty disclaimers and limitations on liability are fundamental elements of the basis of this proposal and agreement between SSG and Customer. SSG would not be able to provide the Equipment and associated installation services on an economic basis without such limitations. Such warranty disclaimers and limitations on liability inure to the benefit of the suppliers of the Equipment.
4. INDEMNIFICATION. Customer hereby agrees to indemnify, defend, and hold harmless SSG from and against any and all claims, suits, causes, actions, liabilities, damages, expenses, legal fees, and obligations of any kind arising out of or from, either directly or indirectly, Customer's breach of any provision, term, or condition of this proposal.
5. NOTICE. All notices or other communication required or permitted by this proposal to be served on or given to either party to this proposal by the other party must be in writing to primary address of party as indicated in this proposal and shall be deemed duly served and given when personally delivered, by receipted delivery, to the party to whom it is directed or, in lieu of such personal service, when sent by confirmed facsimile transmission, by registered or certified U.S. mail, or overnight delivery.
6. SECURITY INTEREST. Until such time as SSG has been paid in full for the Equipment and all related installation services, regardless of whether or not any invoice may be disputed by Customer, Customer hereby grants to SSG a security interest in the Equipment and authorizes SSG to perfect such security interest through the filing of Uniform Commercial Code financing statements. Customer agrees to cooperate with all reasonable requests of SSG relating to the granted security interest and, should SSG opt to exercise its rights of recovery of the Equipment for failure of Customer to pay for the same, Customer shall permit SSG entrance to the facilities where the Equipment is located upon reasonable notice of the same and during reasonable hours.
7. MISCELLANEOUS.
   (a) Governing Law; Venue. This proposal shall be construed and enforced under and in accordance with the laws of the State of Texas, without regard to conflicts of laws principles. The language in this proposal shall be interpreted as to its fair meaning and not strictly for or against any party. Any dispute arising under this Agreement shall be subject to exclusive jurisdiction and venue in Denton County, Texas.
   (b) Late Fees; Disputes. All overdue payments to SSG shall incur interest in the amount of 1.5% per month, or such lesser rate as may otherwise be required by law. Customer agrees SSG shall be entitled to recover reasonable attorneys' fees and court costs expended in connection with any litigation or legal action initiated to enforce the provisions of this proposal.
   (c) Entire Agreement. This proposal constitutes the entire agreement of the parties and supersede any prior understandings or written or oral agreements between the parties respecting this subject matter, including, but not limited to, any representations made in any presentation or proposal submitted or provided prior to the execution date of this proposal. Except as otherwise expressly referenced herein, there are no other understandings or agreements between the parties regarding this subject matter.
   (d) Amendment. This proposal may not be amended or modified except by a written instrument executed by each party's respective authorized representatives.
   (e) Successors and Assigns; Assignment. This proposal shall bind and inure to the benefit of and be enforceable by the parties hereto and their respective successors, heirs and personal and legal representatives, but no assignment shall relieve any party of its obligations hereunder. Customer may not assign this Agreement or any portion thereof without the prior written consent of SSG. SSG may assign this proposal or any portion thereof without providing written notice to Customer. Any attempted assignment in violation of this will be null and void. SSG shall be permitted to subcontract or delegate to third parties the performance of any or all of the services contemplated herein.
   (f) Waiver. No provision hereof shall be deemed waived unless such waiver shall be in writing and signed by an officer of the waiving party. Any failure by a party to require strict performance by the other party or any waiver by a party of any breach of any provision of this proposal shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision of this proposal.
   (g) Severability. In case any one or more of the provisions contained in this proposal shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this proposal, and this proposal must be construed as if the invalid, illegal, or unenforceable provision had never been contained in this proposal.
   (h) Survival. Except as otherwise expressly provided in this proposal, each of the representations and warranties of the parties contained in this proposal, or in any certificate, document, or other instrument furnished or to be furnished under this proposal, and any action arising out of any thereof, including without limitation any cause of action for failure of any such representation to be true when made or as of the execution date of this proposal, and the parties' covenants, agreements, and obligations set forth in this proposal, shall survive in perpetuity beyond the execution date and termination of this proposal.
8. CANCELLATIONS. Southwest Solutions Group, Inc. will accept cancellation of firm orders prior to completion of delivery and installation, subject to the following conditions:
   (a) The notice of cancellation must be in writing by the customer to SSG.
   (b) SSG will use reasonable commercial efforts to cancel any firm order(s) for materials which have been submitted by SSG to the manufacturer or supplier related to the cancelled customer order:
      (i) To the extent that any firm order(s) for materials to the manufacturer or supplier are cancelled without cost to SSG, the same will be cancelled and removed from the customer order. Otherwise, any cost of such cancellation will be borne by the customer.
      (ii) Please note that automated solutions are custom designed to meet the customer's exact specifications. As such factories often impose cancellation fees after an order has been placed with the manufacturer. Any such cancellation fees will be borne by the customer.
      (iii) For products that have shipped from the source for which a return is allowed by the manufacturer or supplier, the cost of return shipping shall also be borne by the customer.
   (c) If the cancelled order included delivery and installation, the cost of all delivery and installation services provided up to the date of cancellation will be borne by the customer.
   (d) A minimum charge of 50% of the original purchase order price will be imposed for changes or cancellation.
   (e) Southwest Solutions Group, Inc. will not accept returns for materials delivered to the customer and installed (whether by SSG or others).

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: November 12, 2025 **CONTRACT NO.**

SUBMITTED BY: Christine Cates **DEPARTMENT: Administration**

☐ Ordinance	☒ Resolution	☐ Presentation	☐ Public Hearing
☒ Contract	☐ Discussion	☐ Purchase	☐ Other

STRATEGIC PLAN PRIORITY

☐ Downtown Revitalization	☒ Balanced Growth	☐ Community Identity
☐ Infrastructure	☐ Community Safety	☐ Organizational Health

ISSUE/REQUEST

Adopt a Resolution entering into a Funding Agreement for review of various incentives with Luxe One, LLC, the developer of the 2.89 acres of land located at 1500 NW North Ridge Drive.

BACKGROUND/JUSTIFICATION

Ordinance No. 5448, approved on August 18, 2025, declared the City-owned property located at 1500 NW North Ridge Drive, consisting of approximately 2.89 acres and utilized as a public commuter lot, as surplus and directed City staff to issue a Request for Proposals (RFP) for its redevelopment. The City of Blue Springs posted the RFP on its website on August 19, 2025, seeking a qualified developer to plan, prepare, and implement a feasible redevelopment plan for the site located west of the intersection of NW North Ridge Drive and U.S. Highway 7. The City received one (1) proposal, submitted by Luxe One, LLC.

Luxe One LLC was designated as the Developer for the City-owned property at 1500 NW North Ridge Drive via Resolution 90-2025. This resolution authorized City staff to draft a Funding Agreement and negotiate a Development Performance and Sale Agreement that will outline the City and the Developer's respective obligations and establish the standards and conditions governing the development of the subject property.

The City and Developer must now enter into an agreement which will establish a funding source to reimburse the City for costs associated with staff time, legal counsel, consultants, and other direct expenses resulting from the City's review and analysis of the request; the Developer provides the funding for this work. Approval of this Funding Agreement does not obligate the City to support or approve any incentive related to this project.

Features of the Agreement are consistent with previous agreements approved by the City Council inclusive of:

- A But-For Analysis Determination Report.
- An initial funding deposit of $20,000 from the Developer, which will establish a replenishable account to fund ongoing work until the City Council takes action on the request.
- Procedures by which the funds will be dispersed and additional funds deposited.
- Provisions for the termination of the agreement prior to or at the time of any approved Performance Agreement.

Once approved, staff and the Developer will continue to work together to develop the budget, financing plan, and overall project scope. Approval of any incentive(s) will require additional Council action.

FINANCIAL IMPACT

Contractor:	Luxe One, LLC
Amount of Request/ Contract:	$20,000 funding agreement deposit
Amount Budgeted:	N/A
Budget Year:	FY 2025-26
Funding Source/Account #:	N/A
Account Balance:	N/A Date: Click or tap to enter a date.

PROJECT TIMELINE

Estimated Start Date	**Estimated End Date**
November 18, 2025	December 31, 2027
Years and Months Contract in effect	**Number of times renewable**
2 years 2 months	None

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

Major Lux II - North Ridge commuter parking lot redevelopment

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with Funding Agreement attached as Exhibit A.

REVIEWED BY:

Requesting Director: ***Christine Cates***	Budget: ***N/A***
Legal: ***Sarah Granath, Gilmore and Bell***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

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

IRS Form W-9:	☒	
Bid/RFP/RFQ and Tabulation	☐	
Bid Waiver: (less than three bids)	☐	
Contractor address and email:	☒	Luxe One, LLC 1501 NW Northridge Drive Blue Springs, MO 64015 Attention: Major Hammett
Project Exemption Certificate needed:	☐	

Resolution No. 100-2025

A RESOLUTION APPROVING A FUNDING AGREEMENT WITH LUXE ONE LLC FOR VARIOUS INCENTIVES FOR THE CITY OWNED PROPERTY AT 1500 NW NORTH RIDGE DRIVE AND THE DEVELOPMENT OF MAJORLUX II

WHEREAS, the City of Blue Springs designated Luxe One LLC (the Developer) as the developer for the City-owned property at 1500 NW North Ridge Drive via Resolution No. 90-2025 for the development of the North Ridge "commuter lot"; and

WHEREAS, the City and the Developer deem it to be in the best interest of the City and the Developer to approve a Funding Agreement that sets forth the terms and conditions for funding various expenses the City Council and City staff may incur as a result of their review and analysis of the Community Improvement District and other incentives that may be proposed by the Developer.

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 Funding Agreement with Luxe One LLC for City-owned land at 1500 NW North Ridge Drive within the City of Blue Springs, Missouri; a copy of said Funding Agreement is attached hereto as Exhibit "A" and is incorporated by reference.

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

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 17th day of November 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

Chapter
CITY OF BLUE SPRINGS, MISSOURI
FUNDING AGREEMENT FOR THE
MAJORLUX II PROJECT

This **FUNDING AGREEMENT** for the **MAJORLUX II PROJECT** (the **"Funding Agreement"**) is entered into this ____ day of November, 2025, between the **CITY OF BLUE SPRINGS, MISSOURI** (the **"City"**) and **LUXE ONE, LLC**, a Missouri limited liability company (the **"Developer"**).

RECITALS

WHEREAS, cities, counties, towns and villages in Missouri are authorized, pursuant to the Missouri Constitution and Missouri Revised Statutes (the "Authority") to provide various tools and incentives to promote economic development; and

WHEREAS, the City is a charter city incorporated and exercising governmental functions and powers pursuant to the Missouri Constitution and the Revised Statutes of the State of Missouri, with its legislative power residing in the City Council; and

WHEREAS, the Developer is authorized to conduct business in the State of Missouri; and

WHEREAS, the City does not have a source of funds to finance costs incurred for additional legal, financial and other consultants or for direct out-of-pocket expenses and other costs resulting from services rendered to review, evaluate, consider and process the application to construct a commercial project (the "Project") in the City (the "Application"); and

WHEREAS, it is the City's policy that a Developer who desires assistance from the City in a public-private partnership or through the use of economic incentive tools shall demonstrate the financial ability to allow for the full and fair evaluation by the City of all development proposals and requests for economic incentives from the City; and

WHEREAS, the City will need to prepare or consult on the preparation of documents necessary to provide economic development incentives (the "Incentive") for a project within the City, and to consider the project in accordance with the Authority and, if such Incentive is approved by the City, to provide such other services and assistance as may be required to implement and administer the Incentive through its completion. Such incentive may result in significant financial benefit to the Developer; and

WHEREAS, the City does not have a source of funds to pay costs incurred by them, in the form of additional City staff time; legal fees (Bond Counsel, Special Counsel and City Attorney), fiscal and planning consultants (including, but not limited to, third party firms engaged to provide a but-for analysis); direct out-of-pocket expenses and other costs resulting from, services rendered to review, evaluate, process and consider a request for the Incentive pursuant to the Authority.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Services to be Performed by the City.** The City shall:

A. Prepare or consult with the Developer on the review and analysis of the Incentive for the Project;

B. Give all notices, make all publications and hold hearings as may be required by applicable laws in order to consider an Incentive for the Project;

C. Evaluate, negotiate and present the requested Incentive to the City Council and prepare and present required ordinances and other documents to the City Council for the Project; and

D. If the Developer's requested Incentive is approved, provide staff the necessary third-party legal, financial and planning assistance to prepare and negotiate a definitive agreement between the Developer and the City for implementation of the Project, which may also include related contractsfor the other approved public funding sources.

2. **Initial Deposit and Additional Funding.** The City and the Developer agree that the Developer shall reimburse the City for its actual and reasonable expenses necessary to perform the City's obligations hereunder, including costs of the City's third-party consultants as approved according to the provisions of this Funding Agreement (the "Expenses"). The City acknowledges receipt of twenty thousand dollars ($20,000) (the "Deposit") from the Developer in connection with this Funding Agreement as the Application Fee. The Deposit shall be treated as a deposit with the City pursuant to the terms and conditions of this Funding Agreement. The City shall disburse the Deposit as set forth in **Section 4** and shall bill the Developer periodically (but no more frequently than monthly) to re-establish the Deposit. The Developer shall pay the City the amounts necessary to re-establish the deposit (the "Additional Funds") within thirty (30) days of receipt of a request therefor. If such funds are not so received, the unpaid balance shall accrue interest at the rate of two percent (2%) per month until paid, but in no event shall such interest exceed ten percent (10%) per annum, and City shall be relieved of any and all obligations hereunder until paid or may terminate this Funding Agreement pursuant to **Section 6**. Before a vote by the City Council for approval or disapproval of the Incentive, approval of this Funding Agreement with the Developer, or approval of any other measure associated with the Application or the Project, the Developer shall deposit with the City, sufficient Additional Funds to establish or replenish the Deposit.

3. **City Consultants.** The City and Developer agree that the City shall retain Gilmore & Bell, P.C. and Baker Tilly Municipal Advisors to assist the City in its duties under this Funding Agreement. The City shall advise the Developer in writing if it intends to utilize the services of any other consultant to perform its obligations under the terms of this Funding Agreement. Such written notice shall include the name of the consultant, the service to be performed and an estimate of the cost expected. If the Developer, in writing, within five (5) business days from receipt of the City's notice, objects to either the consultant named or the service to be performed, the City and Developer shall negotiate in good faith to resolve the Developer's objections. If the City and Developer cannot agree on the consultant to be used or the service to be performed, the City shall have no obligation to perform that service or any other service under the terms of this Funding Agreement and the Developer shall have no obligation to pay for such service under the terms ofthis Funding Agreement and this Funding Agreement shall terminate and the City will have no further obligation to consider the Incentive.

4. **Disbursement of Funds.** The City shall disburse the Deposit and Additional Funds on or before the thirtieth (30th) day of each month to pay Expenses. The City shall send to the Developer a copy of the record for each disbursement made pursuant to this Funding Agreement within five (5) business days of such disbursement along with documents evidencing such Expenses.

5. **Project Administration**. In addition to the services set forth in **Section 1**, the City may be required to provide services from time to time for the continuing administration of the Incentive and any contracts entered into in furtherance of the Application and the Project. Upon appropriate itemization, the City shall be reimbursed by the Developer for reasonable third-party expenses that are incidental to the general operations of the City and its consultants with respect to administration of the Incentive, and any contracts entered into in furtherance of the Application or the Project. The provisions of this section shall apply until such time as the City and the Developer execute an agreement which provides for the termination of this Funding Agreement and the terms and conditions under which the City's ongoing services shall be funded. It is anticipated that, if approved, any such agreement will include provisions necessary for reimbursement of such funds to the Developer.

6. **Termination of this Funding Agreement.**

A. Termination by the City. In the event the Developer fails to perform any of its obligations herein, the City may terminate this Funding Agreement, and any other agreement between the parties, at its sole discretion if the Developer fails to cure the default within ten (10) days after written notice to the Developer of the default. Termination by the City for any reason provided in this Funding Agreement shall also terminate any duties and obligations of the City with respect to this Funding Agreement, including, but not limited to, the City's processing of Developer's Application. Upon such termination, the Deposit and any Additional Funds shall be disbursed as set forth in paragraph C of this Section.

B. Termination by the Developer. The parties hereto acknowledge that the Developer may determine to abandon the Application. Upon written notice of abandonment by the Developer, this Funding Agreement shall terminate, and the City may terminate any other agreement between the parties. Upon such termination, the Deposit and any Additional Funds shall be disbursed as set forth in paragraph C of this Section.

C. Wrap-Up After Early Termination. Upon termination pursuant to paragraphs A or B of this Section, the City shall retain the Deposit and Additional Funds, if any, necessary to reimburse the City for all Expenses incurred under this Funding Agreement to the date of termination and any monies due and owing to the City pursuant to any other agreementwith the Developer. Upon such termination, in the event the Deposit and Additional Funds are insufficient to reimburse the City for the outstanding Expenses of the City payable hereunder, the Developer shall reimburse the City for such Expenses. After termination of this Funding Agreement pursuant to paragraphs A or B of this Section, any amounts remaining from the Depositand the Additional Funds after all amounts have either been paid as directed by the City, or reimbursed to the City, shall be returned to the Developer.

D. Termination by Consolidation into Incentive Agreement. Unless otherwise terminated as provided in paragraphs A or B of this **Section 6**, this Funding Agreement shall stay in full force and effect until it is specifically terminated as set forth in an agreement between the City and the Developer, and thereafter the terms and conditions of the agreement shall provide for the continued funding arrangements by Developer with respect to the Application and the Project.

7. **Notice.** Any notice, approval, request or consent required by or asked to be given under this Funding Agreement shall be deemed to be given if in writing and mailed by United States mail, postage prepaid, or delivered by hand, and addressed as follows:

To the City:

City of Blue Springs
903 West Main Street
Blue Springs, Missouri 64015
Attn: Christine Cates

With a copy to:

Sarah Granath
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, Missouri 64108

To the Developer:

Luxe One, LLC
1501 NW Northridge Drive
Blue Springs, Missouri 64015
Attention: Major Hammett

With a copy to:

Curtis J. Petersen
Polsinelli PC
900 W, 48th Pl., Suite 900
Kansas City, Missouri 64112

Each party may specify that notice be addressed to any other person or address by giving to the other party ten (10) days prior written notice thereof.

8. **City Requirements and Prior Approval.** The Developer agrees to comply with all applicable laws and City ordinances, including, but not limited to, the City's zoning ordinances, subdivision regulations and all planning or infrastructure requirements related to the development of Developer's property. The parties agree that execution of this Funding Agreement in no way constitutes a waiver of any requirements of applicable City ordinances or policies with which the Developer must comply and does not in any way constitute prior approval of any future proposal for Project. The parties understand that the City may not lawfully contract away its police powers and that approval of the Application and any zoning, subdivision and similar development projects cannot be contractually guaranteed. This Funding Agreement does not alter or diminish the City's ability to exercise its legislative discretion to consider the Application and the Project and approvals for the Application in accordance with all applicable laws any other projects with respect to development of the redevelopment area and Developer's property.

9. **Legal Representation.** The Developer understands and acknowledges that this arrangement is an accommodation to the Developer in which the City's special legal counsel is not providing legal representation to the Developer and that no attorney-client relationship between the Developer and the City's special legal counsel shall exist by any reason including, but not limited to, the Developer's payment of the City's expenses under this Funding Agreement. Developer further understands that legal counsel paid pursuant to this Funding Agreement is legal counsel for the City and acknowledges the duties of confidentiality and loyalty to the City.

10. **Assignment.** This Funding Agreement may not be assigned by any party without the prior written consent of the other party. No assignment, unless specifically provided for in such consent, shall relieve the assigning party of any liability pursuant to this Funding Agreement. This Funding Agreement shall be binding upon the parties and their successors and permitted assigns.

11. **Federal Work Authorization.** Simultaneously with the execution of this Funding Agreement, the Developer shall, pursuant to the provisions of Sections 285.525 through 285.555 of the Revised Statutes of Missouri, as amended, by sworn affidavit in substantially the form attached hereto as Exhibit A and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to its employees and state that it does not knowingly employ any person who is an unauthorized alien.

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

A. The State of Missouri has adopted the "Anti-discrimination Against Israel Act," Section 34.600, Revised Statutes of Missouri ("Section 34.600"), which provides that "[a] public entity shall not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel." Section 34.600 provides that any contract that fails to comply with Section 34.600's provisions shall be void as against public policy.

B. The Developer hereby certifies and agrees that, to the extent Section 34.600 is applicable to this Funding Agreement, the Developer is not currently engaged in and shall not, for the duration of this Funding Agreement, engage in a boycott of goods or services from the State of Israel, companies doing business in or with Israel or authorized by, licensed by or organized under the laws of the State of Israel or persons or entities doing business with the State of Israel, in all respects within the meaning of Section 34.600.

C. The foregoing certification shall not be deemed an admission or agreement that Section 34.600 is applicable to this Funding Agreement but the foregoing certification is provided if Section 34.600 is applicable. If Section 34.600 is initially deemed or treated as applicable to this Funding Agreement, but it is subsequently determined not to apply to this Funding Agreement for any reason including **by reason of applicable federal law, including without limitation, 50 U.S.C. Section 4607,** the repeal or amendment of Section 34.600 or any ruling of a court of competent jurisdiction as to the unenforceability or invalidity of Section 34.600, then the foregoing certification shall cease and not exist.

[Remainder of this Page Intentionally Left Blank]

The parties hereto have caused this Funding Agreement to be executed by their duly authorized representatives the day and year first above written.

CITY OF BLUE SPRINGS, MISSOURI

By: _____
Christine Cates
City Administrator

ATTEST:

_____
Erin Ford
City Clerk

APPROVED AS TO FORM:

/s/ Sarah Granath
Sarah Granath
Gilmore & Bell, P.C.

DEVELOPER

LUXE ONE, LLC,

a Missouri limited liability company

By: _____
Name: Major D. Hamrett III
Title: Manager

EXHIBIT A

AFFIDAVIT OF COMPLIANCE WITH SECTION 285.525 R.S.MO., ET SEQ.

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

Before me, the undersigned Notary Public, in and for the County of Jackson, State of Missouri, personally appeared Major Hammett, who is Manager of Lake One LLC, a Missouri limited liability company, and after being duly sworn did depose and say:

(1) that said company is completing this affidavit in relation to the conduct of its business in Blue Springs, Missouri;

(2) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and

(2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.525 R.S.Mo., et seq.

Documentation of participation in a federal work authorization program is attached to this affidavit. (An example of acceptable documentation is the E-Verify Memorandum of Understanding (MOU) - a valid, completed copy of the first page identifying the employer and a valid copy of the signature page completed and signed by the employer, the Social Security Administration and the Department of Homeland Security.)

By: _____
Print Name: Major Hammett II
Title: Manager
Date: 10-27-25

Subscribed and sworn to before me this 27th day October, 2025.

_____
Notary Public
Print Name: Angela Kitchen

My commission expires:

ANGELA KITCHEN
Notary Public-Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires 3/5/2027
Commission # 23475017

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: October 27, 2025 **CONTRACT NO.**

SUBMITTED BY: Brian Spano **DEPARTMENT: Communications**

☐ Ordinance	☒ Resolution	☐ Presentation	☐ Public Hearing
☒ Contract	☐ Discussion	☐ Purchase	☐ Other

STRATEGIC PLAN PRIORITY

☐ Downtown Revitalization	☐ Balanced Growth	☒ Community Identity
☒ Infrastructure	☐ Community Safety	☐ Organizational Health

ISSUE/REQUEST

Adopt a Resolution approving a contract in the amount of $199,244 with Progressive Electronics Inc., for updated audio/visual (A/V) equipment for the Council Chambers, CIP Project PS-22.

BACKGROUND/JUSTIFICATION

All new A/V equipment was installed in the new Council chamber when the Public Safety building was remodeled approximately ten years ago. The equipment was to last five to eight years. The equipment is beyond that timeframe, and the City needs to update the outdated and failing equipment. This will allow for better broadcast and streaming capabilities, as well as smoother in-room equipment usage, such as the overhead projector, microphones and monitors. Per the City's Strategic Plan Priority "Community Identity" goal, improving the Council Chamber's A/V equipment will also help to improve City's communications capabilities, enhancing how the City communicates and interacts with its residents through its public meetings.

This equipment allows Council and Planning Commission meetings to be broadcast live for citizens who are unable to attend in person. Recorded meetings are also retained as City records.

FINANCIAL IMPACT

Contractor:	Progressive Electronics Inc.
Amount of Request/ Contract:	$ 199,244
Amount Budgeted:	$ 175,000
Budget Year:	FY 2025-26
Funding Source/Account #:	155-77000-542400 PS-22
Account Balance:	$175,000 Date: 11/3/2025
Additional Funds Needed:	$ 24,244 (Received budget transfer)
Funding Source/Account #:	155-77000-546100 PS-13

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
January 5, 2026	February 27, 2026
Years and Months Contract in effect	**Number of times renewable**
2 months	0

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	NA

ECONOMIC DEVELOPMENT PROJECT

NA

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with contract attached as Exhibit A.

REVIEWED BY:

Requesting Director: ***Brian Spano***	Budget: ***Lori Turner***
Legal: ***James Newell***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

Document	Required	If not required, explain
Certificate of Insurance:	☒	
E-Verify:	☒	
Bond:	☒	
IRS Form W-9:	☒	
Bid/RFP/RFQ and Tabulation	☐	
Bid Waiver: (less than three bids)	☒	
Contractor address and email:	☒	Bill Latas 816-765-5750 Progressive Electronics Inc. 6105 Arlington Raytown, MO 64133
Project Exemption Certificate needed:	☐	

Resolution No. 101-2025

A RESOLUTION APPROVING A CONTRACT WITH PROGRESSIVE ELECTRONICS INC. FOR UPDATING ALL AUDIO-VISUAL EQUIPMENT IN COUNCIL CHAMBERS

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 Communications Department prepared specifications and secured quotations for updating audio visual equipment in the Council chamber; and

WHEREAS, the Department received one bid and now recommends that the City award a contract to Progressive Electronics Inc. for work based on scope of services in the amount of $199,244.

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 Progressive Electronics Inc. for audio visual equipment and installation in the amount of 199,244. 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 17th day of November 2025.

CITY OF BLUE SPRINGS

ATTEST:

Chris Lievsay, Mayor

Erin Ford, City Clerk

EXHIBIT A

EFFECTIVE DATE: November 17, 2025	TERMINATION DATE: February 27, 2026	CONTRACT NUMBER:

CITY	CONTRACTOR
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**	**Progressive Electronics Inc.** **6102 Arlington** **Raytown, MO 64133**
Department: Public Safety and Communications	Attention: Bill Latas
Phone: 816-220-4540	Phone: 816-765-5750

PUBLIC WORKS CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____ 2025, 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. The terms of the City's Request for Proposals are incorporated by reference as if fully set forth herein. To the extent any conflict exists between the terms of this Contract and any Contractor terms attached hereto or otherwise incorporated, the terms of this Contract control and supersede.

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

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

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

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

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

7. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this Contract exceed the sum of **$199,244.00** unless agreed to by City and Contractor in writing.

8. **Termination of Contract.**

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

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

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

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

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

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

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

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

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

a. The specified products are not manufactured or produced in the United States in sufficient quantities to meet the agency's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the agency's requirements;

b. Obtaining the specified products manufactured or produced in the United States would increase the cost of the contract by more than ten percent;

c. The specified products are to be purchased or leased by a state-supported four-year institute of higher education and such certification as required by subdivision (1) or (2) of this subsection has been made within the last three years;

d. The specified products are to be purchased or leased by a publicly supported institution and such certification as required by subdivision (1) or (2) of this subsection has been made within the last three years; or

e. The political subdivision has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States.

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

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

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

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

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

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

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

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

c. **Workers' Compensation**. Statutory requirements.

Choose a building block.

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

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

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

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

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

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

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

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

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

21. **Bonds.** Pursuant to Section 107.170 RSMo**.**

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

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

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

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

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

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

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

25. **OSHA Requirements** pursuant to Section 292.675 RSMo.

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

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

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

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

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

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

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

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

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

Work Authorization Affidavit

STATE OF 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 Nathan York, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Nathan York and I am currently the Director of AV of Progressive Electronics, Inc. (hereinafter "Company"), whose business address is 6102 Arlington Raytown, MO 64133, 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

Nathan York
Printed Name

Subscribed and sworn to before me this 13th day of November, 2025.

SEAL

TERESA ANN KING
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 20021851
My Commission Expires Sep 22, 2028

Notary Public

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

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

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

30. **Warranty**. Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications and guarantees all materials, equipment furnished, and work performed for a period of one (1) year from the date of completion and acceptance of the work that the completed work is free from all defects due to faulty materials or workmanship. The date of completion for all scopes of work shall be the last date of acceptance of all work in this Contract. Contractor shall, within ten (10) days' notice from the City, correct any work found to be defective, incorrect, or not in accordance with bid specifications.

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

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

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

PROGRESSIVE ELECTRONICS INC.

By: _____
Name: Nathan York
Title: Director of AV

CITY OF BLUE SPRINGS, MISSOURI

_____
Christine Cates, City Administrator

APPROVED AS TO FORM

/s/ James Newell
James Newell, Assistant City Attorney

Exhibit 1 to Contract Scope of Work		
Name of Contractor	Progressive Electronics Inc.	
Scope of Work (Job Description)	Upgrade the in-room presentation system, removing all outdated and defective components to create a standardized environment, while maintaining the existing live-stream and camera system. All work shall be performed in accordance with Contractor's Quote #7915 and #7916 dated October 24, 2025 attached hereto and incorporated herein as Attachment A and B.	
Start Date	January 5, 2026	
Interim Deadlines (if applicable)	**Date**	**Phase of Project To Be Completed**
	NA	NA
Final Completion Deadline	February 27, 2026	
Reimbursable Expenses	☒ None ☐ Travel, Lodging, Meals, Phone Calls, Copying, Postage	
Maximum Payment	$199,244	Maximum payment for services rendered
	$0	Maximum amount of expenses to be reimbursed
	$199,244	Total maximum amount to be paid to Contractor
Method of Payment	☒ Lump sum of entire amount upon satisfactory completion (when all work is finished and accepted as detailed in Exhibit 1 and Attachment A) of project ☐ Monthly payments based on rate of $ per hour ☐ Incremental payments as follows: ☐ % retainage held until completion of project.	

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: November 14, 2025

SUBMITTED BY: Dennis Dovel **DEPARTMENT: Public Works**

☐ Ordinance	☒ Resolution	☐ Presentation	☐ Public Hearing
☐ Contract	☐ Discussion	☐ Purchase	☐ Other

STRATEGIC PLAN PRIORITY

☐ Downtown Revitalization	☐ Balanced Growth	☐ Community Identity
☒ Infrastructure	☒ Community Safety	☐ Organizational Health

ISSUE/REQUEST

Adopt a Resolution approving the submittal of an application for a Lead Service Line Funding Application grant for inventory of all lead services lines within Blue Springs.

BACKGROUND/JUSTIFICATION

The Public Works Department is responsible for providing water services to residents and businesses throughout Blue Springs. In years past it was acceptable to install water lines with lead material to deliver water services. Since that time, it has been determined that lead is a harmful product. Today services lines are installed without any lead materials. The Environmental Protection Agency (EPA) has mandated the inventory and removal of all lead service lines within communities. Staff has been working towards identifying the necessary steps to do so.

The Missouri Department of Natural Resources offers a Lead Service Line Funding grant to assist communities in meeting the EPA requirement of eliminating the use of lead lines to provide water services to residents and businesses. The EPA has given communities until 2037 to comply with the mandate. The grant provides up to 100% funding for the required inventory of all services lines. The Missouri Department of Natural Resources is administering the program for the EPA and has set a deadline of December 31, 2027, to complete the inventory. Cochran Engineering has estimated that the total cost to complete the inventory will be $9 million. City Staff, along with Cochran Engineering will submit the application for up to 100% reimbursement for the inventory.

Once the inventory is complete, the City can apply again for a grant to replace all identified lead lines. The replacement of lead service lines has to be completed by the end of 2037. The application shows an outdated submission date, but there is a second round of grant funds with the submission date of November 21, 2025. Staff recommends approval of the submittal of an application for the Lead Service Line Funding Application grant program.

FINANCIAL IMPACT

Contractor:	Missouri Department of Natural Resources

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
January 1, 2026	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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with application attached as Exhibit A.

REVIEWED BY:

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

MISSOURI DEPARTMENT OF NATURAL RESOURCES
FINANCIAL ASSISTANCE CENTER

LEAD SERVICE LINE FUNDING APPLICATION

1. APPLICANT INFORMATION

PUBLIC WATER SYSTEM NAME	PUBLIC WATER SYSTEM ID NO.	POPULATION	UEI NO. (Required)

PUBLIC WATER SYSTEM CONTACT FOR THIS DRINKING WATER PROJECT	TITLE

MAILING ADDRESS

CITY	STATE	ZIP CODE	COUNTY

TELEPHONE NUMBER WITH AREA CODE	EMAIL ADDRESS

APPLICATION PROJECT TYPE (check all that apply):

☐ Lead Service Line Inventory ☐ Lead Service Line Planning & Design ☐ Lead Service Line Replacement

OPTIONAL QUESTIONS REGARDING MILITARY SERVICE (§42.390 RSMo. 2021)

a) Have you or an immediate family member ever served in the U.S. Armed Forces? ☐ Yes ☐ No

b) If yes, would you like information about military-related services in Missouri? ☐ Yes ☐ No

2. GENERAL INFORMATION

Population Served:	Number of Service Connections:

Current Monthly User Charge for 5,000 gallons:	Median Household Income of Service Area
$	$

Unemployment Rate (Percentage)	Percentage of Households Below Poverty Level
0.00%	0.00%

3. ESTIMATED PROJECT COST INFORMATION

Please include an estimated Project Cost for each project type applying for:

I. Lead Service Line Inventory	$
II. Lead Service Line Replacement Plan	$
III. Lead Service Line Replacements	$
Total Project Cost	$ 0.00

4. PROJECT SCHEDULE (if applicable)

MILESTONE	ANTICIPATED DATE
A. Lead Service Line Inventory Completion Date	
B. Lead Service Line Replacement Plan Completion Date	
C. Lead Service Line Replacement Construction Start Date	
D. Lead Service Line Replacement Construction End Date	

5. PROJECT DESCRIPTION

CERTIFICATION

All applications must be accompanied by a certificate documenting the authorization of the authorized representative (sample authorization attached). The authorized representative certifies that the information submitted in this application is true and correct to the best of his/her knowledge and that he/she is authorized to sign and submit this application. The applicant agrees, if a loan is awarded on the basis of this application, to comply with all applicable rules and regulations of the Department of Natural Resources and the terms and conditions of the loan agreement. **Incomplete applications will be returned.**

SIGNATURE OF AUTHORIZED REPRESENTATIVE	DATE
NAME AND OFFICIAL TITLE (TYPE OR PRINT)	TELEPHONE NUMBER WITH AREA CODE

PREPARER'S NAME AND SIGNATURE (IF APPLICABLE)

SIGNATURE OF PREPARER	DATE
NAME AND TITLE (PRINT OR TYPE)	TELEPHONE NUMBER WITH AREA CODE

MAIL OR EMAIL (PREFERRED) APPLICATION TO:

Missouri Department of Natural Resources
Financial Assistance Center
P.O. Box 176
Jefferson City, MO 65102-0176
800-361-4827 or 573-751-1192
fac@dnr.mo.gov

RESOLUTION OF GOVERNING BODY OF APPLICANT
RESOLUTION NO. _____

Resolution authorizing the filing of an application with the Missouri Department of Natural Resources, State Revolving Fund Program for loans under the Missouri Clean Water Law (Chapter 640, RSMo.).

WHEREAS pursuant to the terms of the Missouri Clean Water Law, Chapter 640, Revised Statutes of Missouri, the State of Missouri has authorized the making of loans and/or grants to authorized applicants to aid in the construction of specific public projects.

NOW, THEREFORE, be it resolved by _____
(governing body of applicant)

1. **That** _____ **be and he/she is hereby authorized to execute and**
(designated official)
file an application on behalf of _____
(legal name of applicant)
with the State of Missouri for a loan and/or grant to aid in the construction of:

_____
(brief project description)

2. **That** _____, _____
(name of authorized official) *(title)*
is hereby authorized and directed to furnish such information as the Missouri Department of Natural Resources may reasonably request in connection with the application which is herein authorized, to sign all necessary documents on behalf of the applicant, to furnish such assurances to the Missouri Department of Natural Resources as may be required by law or regulation, and to receive payment on behalf of the applicant.

CERTIFICATE OF RECORDING OFFICER

The undersigned, duly qualified and acting _____ **of the**
(title of officer)
_____, **does hereby certify: That the attached resolution is a**
(legal name of applicant)
true and correct copy of the resolution adopted at a legally convened meeting of the
_____ **held on the** _____ **day of**
(*name of the governing body of applicant)*
_____, _____; **and further that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this** _____**day of** _____, _____.

_____
(signature of recording officer)

_____
(title of recording officer)

SEAL (If applicant has an official seal, impress here.)

Lead Serve Line Funding Application Instructions for Form

1. **Applicant Information:** Print or type the applicant information. Include a street address if available. The applicant is the entity that will receive the funds, if awarded. The contact noted on the application should be knowledgeable about the application and able to be contacted during business hours.

   Prior to receiving funding assistance, the entity must have a SAM.gov Unique Entity Identifier (UEI) and the UEI must be included on the application. Applicants may obtain a UEI at no cost from the System for Award Management (SAM) website: https://www.sam.gov/SAM/. Should you need assistance with this process, call the toll-free help desk at 1-866-606-8220 or learn more at https://www.fsd.gov/gsafsd_sp. Applicants who have a prior enrollment with SAM.gov should only have to log into their account to obtain their UEI. Applicants must attach a screenshot/printout of the SAM.gov website showing the applicant's UEI to this Drinking Water State Revolving Fund (DWSRF) application

   The authorized representative is the person designated by the application to sign official documents and to speak on behalf of the applicant on project related matters.

   Fill in a telephone number that will be answered during work day hours.

2. **General Information:** Provide the population of the entire service area to be funded with this project along with the number of service connections.

   Provide the current monthly user rate for a 5,000 gallon user.

   Provide the Median Household Income, Unemployment Rate, and Percentage of Households Below Poverty Level based on the most recent 5-year American Community Survey.

3. **Estimated Project Cost Information:** Provide the estimated Project costs for each type of project activity for which is being applied.

4. **Project Schedule:** Please provide an estimated project schedule. Reminder, all Lead Service Line Inventories must be submitted to the Department by October 16, 2024.

Incomplete Applications Will Be Returned

- Sign the application; attach any additional information that will enable the department to prioritize your project needs.
- Make a copy of the completed application for your records.
- Mail the completed applications to the address below or email an electronic application to fac@dnr.mo.gov.

  Missouri Department of Natural Resources
  Financial Assistance Center
  P.O. Box 176
  Jefferson City, MO 65102-0176

For More Information:

Missouri Department of Natural Resources
Financial Assistance Center
P.O. Box 176
Jefferson City, MO 65102-0176
fac@dnr.mo.gov
800-361-4827 or 573-751-1192
FAX: 573-751-9396
www.dnr.mo.gov/env/wpp/srf/index.html

Resolution No. 102-2025

A RESOLUTION APPROVING THE SUBMITTAL OF AN APPLICATION FOR A LEAD SERVICE LINE APPLICATION GRANT FOR LEAD SERVICE LINE INVENTORY WORK

WHEREAS, the City of Blue Springs Public Works Department has provided water services throughout the community; and

WHEREAS, the Environmental Protection Agency has mandated the elimination of the use of lead services lines; and

WHEREAS, the Missouri Department of Natural Resources is administering the compliance of the mandate through inventory and then replacement of lead lines in use; and

WHEREAS, the Missouri Department of Natural Resources offers a grant program for 100% reimbursement through the Lead Service Line Funding program; and

WHEREAS, the Public Works Department is requesting approval to write and apply for the Lead Service Line Funding program that will reimburse the City for a portion or potentially all of the estimated $9,000,000 for the inventory work throughout the City.

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 staff to write and submit a Lead Service Line Application grant by the deadline of November 21, 2025, for the inventory of all water services lines.

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

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 17th day of November 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

2025RES

CITY OF BLUE SPRINGS, MISSOURI

CITY COUNCIL
November 17, 2025

EXHIBITS FOR PUBLIC HEARING

SULLIVAN RANCH
REZONING AND GENERAL DEVELOPMENT PLAN
(RZ-07-25-9646) AND (GDP-07-25-9647)

EXHIBIT #1 City Council Information Form dated October 28, 2025 with the following attachments: Staff report with attachments; Narrative with attachments; Affidavit of Publication in the Examiner on September 6, 2025; 185 foot Notification Map; Names/addresses of property owners within 185 ft of site; Copy of Resident Letter to said property owners; Title IV Land Use Section (by reference); Blue Springs Code of Ordinance (by reference); 2014 Comprehensive Plan (by reference); City of Blue Springs Strategic Plan 2025-2030 (by reference), Bill approving the Rezoning and Bill approving the General Development Plan for Sullivan Ranch

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: November 7, 2025

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

☒ Ordinance	☐ Resolution	☐ Presentation	☒ Public Hearing
☐ Contract	☐ Discussion	☐ Purchase	☐ Other

STRATEGIC PLAN PRIORITY

☐ Downtown Revitalization	☒ Balanced Growth	☐ Community Identity
☐ Infrastructure	☐ Community Safety	☐ Organizational Health

ISSUE/REQUEST

A public hearing is being held at the request of the applicant, Charles J. Robinson, CJR Development, on behalf of the property owner Land Bank of Blue Springs Missouri, to rezone property from "AG-C" (Agriculture-County) to "SF-7" (Single-Family Residential District) (RZ-07-25-9646) for the property located east of SE Wyatt Road and east of SE Litchford Road. The applicant is also requesting approval of a General Development Plan (GDP-07-25-9647) for Sullivan Ranch to allow for 218 single-family lots, five open space areas, walking trails, and amenities on 70.15 +/- acres. Upon conclusion of the public hearing, a Bill rezoning the property to "SF-7" (Single-Family Residential District) and approving the General Development Plan will be ready for introductions and readings.

BACKGROUND/JUSTIFICATION

The applicant is requesting approval to rezone the subject property from "AG-C" (Agriculture-County) to "SF-7" (Single-Family Residential District) for the property located east of SE Wyatt Road and east of SE Litchford Road.

The applicant is also requesting approval of a General Development Plan to allow for 218 single-family neighborhood lots, five open space areas, walking trails, and amenities. The subdivision will consist of various elevations, color schemes, and masonry materials. The plan includes front-loaded garages with one to two story conceptual elevations. The single-family homes will be a minimum livable floor area of 1,800 square feet. The development will be served by two access points-one located at E Wyatt Road and a secondary access along S. Litchford Road-both providing direct access to the proposed Sullivan Ranch subdivision. Pedestrian connectivity will be enhanced through the installation of an eight foot wide multi-use path along the south side of E Wyatt Road extension and a five foot wide Americans with Disabilities Act compliant sidewalk along the north side of E Wyatt Road. Off-site roadway improvements will be required along E Wyatt Road, S. Litchford Road and SE Harris Potts Rd.

Spanning a total of 70.15 +/- acres, the subdivision has a density of 3.10 dwelling units per acre, lower than the achievable densities if the property was developed in accordance with the Comprehensive Plan's S2 Specific Area Plan, which designates this subject property with a planned density of less than five dwelling units per acre. The City's Strategic Plan for 2025-2030 identifies "Balanced Growth" as a key strategic priority, reflecting the goal to expand and grow the community in a thoughtful and intentional manner that supports both residents and

businesses. The plan emphasizes proactively identifying appropriate areas for different types of land uses, anticipating infrastructure and service needs ahead of development, and aligning public investment with private sector opportunities. By taking this forward-looking approach, the City aims to ensure that growth is supported by sufficient roads, utilities, parks, and other municipal services so that new neighborhoods and commercial areas function effectively and maintain the quality of life that existing residents value.

On October 27, 2025, the Planning Commission held a public hearing where the Rezoning and General Development Plan was not recommended for approval.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
November 18, 2025	N/A

STAFF RECOMMENDATION

Staff recommends approval of the Rezoning (RZ-07-25-9646).

Staff recommends approval of the General Development Plan (GDP-07-25-9647) with the following conditions:

1. Approval by the City Council based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the Unified Development Code.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Planning Commission
Date:	October 27, 2025
Action:	Recommended Rezoning: 4 Aye 4 No Recommended General Development Plan with conditions: 4 Aye 4 No

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Staff report with attachments; Narrative with attachments; Affidavit of Publication in the Examiner on September 6, 2025; 185 foot Notification Map; Names/addresses of property owners within 185 ft of site; Copy of Resident Letter to said property owners; Title IV Land Use Section (by reference); Blue Springs Code of Ordinance (by reference); 2014 Comprehensive Plan (by reference); City of Blue Springs Strategic Plan 2025-2030 (by reference)
2. Bill approving the Rezoning
3. Bill approving the General Development Plan for Sullivan Ranch

REVIEWED BY:

Requesting Director: ***Mike Mallon***	Budget: ***N/A***
Legal: ***James Newell***	City Administrator: ***Christine Cates***

PLANNING APPLICATION REVIEW STAFF REPORT

Meeting Dates:	Planning Commission: October 27, 2025 City Council: November 3, 2025
Project Name:	***Sullivan Ranch***
Site Location:	East of SE Wyatt Road and East of SE Litchford Road *(2017-03-41-700-03-03-00-0-00-000)-Northern Parcel 29.63AC* *(2017-04-54-100-02-03-00-0-00-000)-Southern Parcel 38.73 AC*
Project Request:	**RZ-07-25-9646**; Rezoning from "AG-C" (Agriculture-County) to "SF-7" (Single-Family Residential District). **GDP-07-25-9647**; General Development Plan for a development 218 single-family residential lots, open spaces, and amenities. **PP-07-25-9648**; Preliminary Plat for 218 single-family lots and five (5) open space tracts on 70.15 +/- acres.

Applicant: Charles J. Robinson | CJR Development
Property Owner: Land Bank of Blue Springs Missouri
Staff Planner: Shantele Frie | Associate Planner

Project Description: The applicant is requesting approval to rezone the subject property from "AG-C" (Agriculture-County) and establish initial zoning of "SF-7" (Single-Family Residential District) for the property located east of SE Wyatt Road and east of SE Litchford Road. The applicant is also requesting approval of a General Development Plan for 218 single-family homes, five (5) open space areas, and walking trails. The final request is for approval of a Preliminary Plat for 218 single family lots, five (5) open space tracts, and amenities on 70.15 +/- acres.

Staff Recommendation: Staff recommends approval of the Rezoning, and approval of the General Development Plan and Preliminary Plat with conditions identified at the end of the staff report.

Previous Actions:

Date	Review Body	Action
07/07/2003	City Council	Approved the Annexation (A-6-2002) of the property into the Blue Springs city limits (Ord. 3578)
05/30/2007	Planning Commission	Recommended denial of the Rezoning (RZ-03-07-1006) and the Gibson Estates PR-O Concept Plan (PROC-03-07-1008) for a 634 single-family lot development on 225 acres.
09/05/2007	City Council	Denied the Rezoning (RZ-07-07-1216) and the Gibson Ridge PR-O Concept Plan (PROC-07-07-1215) for a 480 dwelling unit development on 225 acres.

Future Applications: The Rezoning, General Development Plan, and Preliminary Plat will be reviewed concurrently. Future required applications include a Site Plan Design Review and Final Plat. The Final Plat must be approved and recorded at Jackson County prior to the selling of individual lots or the issuance of building permits.

Adjacent Properties:

Direction	Current Zoning	Current Land Use(s)
North:	"AG-C" (Agriculture-Unincorporated Jackson County)	Undeveloped County Land
South:	"AG-C" (Agriculture-Unincorporated Jackson County) Right-of-Way	Undeveloped County Land Minor Collector (SE Harris-Potts Road)
East:	"AG-C" (Agriculture-Unincorporated Jackson County)	Agriculture Homesite
West:	Right-of-Way "SF-12" (Large Lot Single Family District)	Minor Collector (SE Litchford Road) Undeveloped (Hoot Owl Meadows)

REZONING ANALYSIS

Existing Zoning: "AG-C" (Agriculture-County)
Existing Land Use: Undeveloped
Proposed Zoning: "SF-7" Single-Family Residential District
Proposed Land Use: Detached Single Family 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 a *Neighborhood*, which is defined as:

Areas for residential living arranged in a connected pattern of streets and blocks to provide access to civic and neighborhood amenities. Neighborhoods are primarily detached houses, but can include integration of different housing types, institutional/civic uses and spaces, or micro-commercial uses that support the neighborhood pattern and scale. Connection to Gathering Places or Neighborhood Centers is important to access daily services and meet daily needs.

Additionally, the 2014 Comprehensive Plan provided a list of Frameworks, Goals, & Targets centered around the four (4) themes of *Places, Connection, City Image, and Investment*. The Goal and Targets most closely aligned with this development proposal are found under the "Places" Framework:

- *GOAL 1: Strengthen Individual Neighborhood Identities.*
  - *Create at least two distinguishing features or focal points (unique landscape features, getaway or monuments at key intersections, etc.) for each neighborhood.*
  - *Enhance or build Gathering Places so that most homes are within a 5-10 min walk of at least one gathering place.*

The Goal and Target most opposed to this development proposal is found under the "Investments" Framework:

- *GOAL 3: Implement a Capital Improvements Strategy that Balances Opportunities for Redevelopment and New Growth.*
  - *Develop a connected block structure, street patterns and access system in new development areas that reduces reliance on regional routes for local trips.*

The subject property is located within the S2 Specific Area Plan as identified in the City of Blue Springs Comprehensive Plan. This area represents a key portion of the City's southern growth corridor and is designated as a Specific Plan Area intended to guide coordinated residential growth and neighborhood development. The S2 Specific Area Plan envisions the area as a collection of well-connected neighborhoods that balance new single-family residential development with the preservation of natural features and open spaces. The plan emphasizes strong neighborhood connectivity, diverse housing types and lot sizes, and the inclusion of parks, trails, and open spaces to promote a high quality of life.

The S2 Specific Area Plan designates this portion of the community for low-density residential development, with a planned density of less than five (5) dwelling units per acre. Future development within the S2 Specific Area Plan is expected to reflect the City's goal for orderly expansion, efficient infrastructure investment, and a high-quality neighborhood character. Proposed single-family developments within this area should demonstrate consistency with these objectives through appropriate design, access, and open space provisions that support the long-range vision for the southern portion of the community.

Detached Housing: Areas appropriate for detached houses on small to medium lots as part of a residential neighborhood. Lot sizes are typically in the 6,000 to 10,890 square foot (1/4 acre range). Larger lots may be integrated into the pattern in limited application to add variety of housing types of transition to adjacent natural areas. Small lots may be integrated into the pattern to provide housing options within walking distances to Gathering Places and Neighborhood Center.

Strategic Plan 2025-2030: The City's Strategic Plan for 2025-2030 identifies "*Balanced Growth*" as a key strategic priority, reflecting the goal to expand and grow the community in a thoughtful and intentional manner that supports both residents and businesses. The plan emphasizes proactively identifying appropriate areas for different types of land uses, anticipating infrastructure and service needs ahead of development, and aligning public investment with private sector opportunities. By taking this forward-looking approach, the City aims to ensure that growth is supported by sufficient roads, utilities, parks, and other municipal services so that new neighborhoods and commercial areas function effectively and maintain the quality of life that existing residents value.

Within the context the development of the southern portion of the City via the South Area Sewer Neighborhood Improvement District (NID) serves as a concrete example of this balanced growth approach in practice. Established by the City in 2006 (with related bond issuance in 2009) to finance and provide sanitary sewer infrastructure for approximately 1,530 acres of planned development, the NID ensures that essential utility capacity and infrastructure are in place before or concurrent with lot development and build out. The NID requires that the landowners/developers within the district enter into cooperative

agreements allocating sewer capacity, the City has effectively leveraged the NID to coordinate infrastructure readiness, phased growth, and service delivery in a way that aligns with the "Balanced Growth" Priority. The presence of the NID underscores how the City is guiding growth not just by zoning and land use decisions, but by infrastructure financing and capacity planning—thereby supporting the broader vision of preparing for and managing growth in a sustainable, service-oriented manner. The Neighborhood Improvement District (NID) anticipated the development of detached single-family housing on this property at a density consistent with the current proposal. The NID was sized accordingly and assessed based on this projected level of development.

Rezoning: The intent of the "SF-7" zoning district is defined in Section 404.080, as follows:

The SF-7, Single-Family District is intended to accommodate and protect moderate density residential development as part of the overall neighborhood development patterns identified in the Comprehensive Plan. Application of this district should include appropriate transitions to other complimentary zoning districts that provide neighborhood services and amenities and other housing options that are part of larger mixed-density neighborhoods.

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: Staff finds the proposed rezoning is consistent with the 2014 Comprehensive Plan, which identifies this area as part of the City's Neighborhoods with Distinct Destinations and Gathering Places framework. The S2 Area Plan envisions this portion of the community as a series of well connected, low-density residential neighborhoods with a planned density of less than five (5) dwelling units per acre. The plan emphasizes high-quality single-family residential development that is thoughtfully integrated with open spaces, pedestrian connections, and community amenities. The proposed rezoning supports this intent by facilitating detached single-family housing on neighborhood-scale lots in a manner consistent with the City's long-range vision for the southern growth area.

   Furthermore, the proposed rezoning aligns with the City of Blue Springs Strategic Plan (2025-2030) and its strategic priority of Balanced Growth, which emphasizes expanding and growing the City strategically and thoughtfully to serve both residents and businesses. This priority encourages the proactive identification of areas appropriate for various types of land uses and ensuring adequate services and infrastructure are in place to accommodate future growth. The proposed rezoning fulfills these objectives by promoting orderly and sustainable development that supports the City's vision of well-planned neighborhoods and cohesive community growth.

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

STAFF RESPONSE: Staff finds the application furthers the intent of the proposed zoning district by promoting compatible single-family residential development that aligns with the surrounding neighborhood character. SE Wyatt Road, classified as a major collector, will be extended through the center of the development, providing a well-connected internal street network and supporting future area circulation. Improvements to SE Litchford Road along the western boundary will enhance access and connectivity, allowing the development to transition smoothly and complement the adjacent Hoot Owl Meadows subdivision. Together, these improvements ensure the proposed zoning supports both the internal functionality of the site and the intent of the adjoining residential zoning districts.

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: Staff finds that the approval of the proposed rezoning would establish a positive precedent that encourages the development of other vacant properties along SE Wyatt Road and SE Litchford Road. The pedestrian network provides basic internal connectivity and connections to future development in the area. Denial of the application could discourage development of properties that require establishment of initial zoning to support the highest and best use.

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

   STAFF RESPONSE: The proposed development will be required to comply with all applicable provisions of the Unified Development Code (UDC). The subject property cannot be developed under the existing “AG-C” (Agriculture-County) zoning district, as this district does not allow for residential subdivision development at the proposed density. Therefore, a rezoning application is necessary prior to any development activity to establish an appropriate zoning designation consistent with the intended single-family residential use. Upon rezoning, the development will be required to meet all applicable UDC standards, including not limited to lot design, open space requirements, access and circulation, and utility and stormwater provisions.

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: The City will be able to provide the necessary utilities and municipal services to support the proposed development. Public Water Supply District No. 13 and the Southern Jackson County Fire Protection District will also be able to provide adequate water, sewer, and fire protection services to the site. Staff has reviewed the proposal and finds that the existing and planned infrastructure networks can accommodate the anticipated demand without adversely impacting service levels to surrounding properties.

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 finds that the 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: Staff finds that the requested zoning change from "AG-C" (Agriculture-County) to "SF-7" (Single-Family Residential) is justified by changing conditions in the surrounding area and consistent with the City's Comprehensive Plan and Future Land Use Map. The Comprehensive Plan designates this area for future single-family residential development, reflecting the community's intent to promote orderly residential growth in the southern portion of the City. The existing "AG-C" zoning designation no longer aligns with current development patterns or the long-range vision established for this portion of the community.

   Staff finds the proposed zoning change to be reasonable and necessary to ensure consistency with the adopted Comprehensive Plan and surrounding land uses.

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

   STAFF RESPONSE: Staff finds 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.

GENERAL DEVELOPMENT PLAN & PRELIMINARY PLAT ANALYSIS

The purpose of the general development plan process is to ensure compliance with zoning and other development regulations and the achievement of quality development through the review of a general development plan that will represent the general development on the site. The general development plan will be approved by City Council to establish the framework for development on a property. A general development plan is a generalized development plan for the entire area proposed to be included within a proposed development. The purpose of a general development plan is to allow preliminary review of a proposed development before substantial technical work has been undertaken.

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

Preliminary Plat

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

Preservation: The approximately 70.15 +/- acre property is currently undeveloped and characterized by dense natural vegetation, including existing brush, shrubbery, and mature trees. As part of the proposed development, portion of the existing vegetation will need to be cleared to accommodate site grading, utility installation, and stormwater management improvements. This includes the construction of new detention basins designed to manage additional runoff generated by the development in compliance with City and APWA 5600 stormwater standards.

The applicant will be required to implement a comprehensive landscaping plan consistent with the City's landscape and open space requirements. New landscaping will be incorporated throughout the site, including along street frontages, open space tracts, and within each individual lots.

Phasing: The site is proposed to be developed in six (6) phases.

Streets & Sidewalks: The proposed development will be served by two (2) access points—one (1) located along E. Wyatt Road and a secondary access along S. Litchford Road—both providing direct vehicular access to the proposed Sullivan Ranch subdivision. **Pedestrian connectivity will be enhanced through the installation of an 8-foot wide multi-use path along the south side of the E Wyatt Road extension and a 5-foot-wide ADA-compliant sidewalk along the north side of E. Wyatt Road.**

Within the development, a 5-foot-wide ADA-compliant sidewalk will be provided along one (1) side of all the internal streets, consistent with the requirements of the Unified Development Code (UDC) for single-family residential subdivisions. These internal sidewalks will connect to the external sidewalk system and the planned walking trail located on the east side of the development, providing continuous pedestrian circulation and access to designated open space areas.

Off-site roadway improvements will be required along both E. Wyatt Road and S. Litchford Road to accommodate the proposed development and ensure adequate vehicular and pedestrian access.

Traffic: The proposed development will be served by an internal network of local streets with two points of access—one from S. Litchford Road and one from E. Wyatt Road. S. Litchford Road is classified as a Minor Collector, designed to accommodate traffic and provide connections between local streets and major collectors. E. Wyatt Road is classified as a Major Collector, intended to carry higher traffic volumes and facilitate movement between neighborhoods and arterial roadways.

The proposed subdivision includes 218 single-family residential lots, which is expected to result in a modest increase in daily traffic. Based on the street classifications and existing roadway capacities, the additional traffic generated by the development is anticipated to remain well within the functional capacity of the surrounding roadway networks after all improvements have been completed. The proposed development is not expected to adversely impact on traffic operation or reduce the level of service along E. Wyatt Road or adjacent roadways.

A preliminary Traffic Impact Study was completed as part of the initial review process. A follow-up Traffic Impact Study will be required while local schools are in session to capture a more accurate representation of peak traffic conditions and roadway operations. The results of the final study will be reviewed by City Staff

prior to approval of Construction Infrastructure Plans to ensure appropriate mitigation measures are incorporated, if necessary.

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: A Neighborhood Improvement District (NID) was previously established to extend sanitary sewer service to this area. The available sewer capacity within the NID is limited based on the development assumptions and density allocations established at the time of its creation. The proposed number of sewer connections associated with this development can be adequately served by the existing NID sanitary sewer system.

The proposed Sullivan Ranch development is located within the Pump 7 service area, which was originally designed to serve approximately 223.62 acres and 669 single-family residential lots. The Sullivan Ranch development process 218 single-family residential lots, while the adjacent Hoot Owl Meadows subdivision to the west includes 231 single-family residential lots. Combined, these developments account for a total of 449 single-family residential lots within the Pump 7 service area. The City's long-range vision for this portion of the community has consistently identified it for higher-density residential growth, with the goal of fully utilizing existing infrastructure and promoting efficient land use patterns in the southern area of the city.

Gravity sanitary sewer service is available to the site; however, a licensed professional engineer or land surveyor will be required to verify that the sewer invert elevations are sufficient to provide gravity flow for this development prior to construction plan approval.

Open Space: In accordance with the requirements of the "SF-7" (Single-Family Residential) zoning district, the applicant is required to provide a minimum of 10% open space, consistent with the Open Space Standards outlined in Section 406.030 of the Unified Development Code (UDC). For this development, the required open space equates to approximately 7 +/- acres. Based on the submitted General Development Plan, this requirement has been satisfied.

All required open space amenities shall be installed or financially guaranteed prior to approval of the Final Plat.

Tract	Area	Open Space System
A	1.93 +/- acres	Open Space/Walking Trail
B	1.10 +/- acres	Open Space/Detention Basin/Walking Trail
C	1.15 +/- acres	Amenity Area
D	0.88 +/- acres	Open Space/Walking Trail
E	1.94 +/- acres	Open Space/Detention/Walking Trail
Total Open Space:	7.0 +/- acres	

Land Use: The proposed land use for the site is "Detached Housing," defined as the use of a lot for a single principal dwelling unit that is not attached to any other dwelling unit. The proposed development has a residential density of approximately 3.10 dwelling units per acre, which is consistent with the character and intent of the "SF-7" (Single-Family Residential) zoning district.

Building Typology: The "Detached House-Neighborhood Lot" is the most appropriate building type for the development. The standards are listed in the table below.

Detached House-Neighborhood Lot

	Required	Proposed
Frontage Width	65 feet to 120 feet; minimum 50 for lots fronting on the radius of a cul-de-sac	65 feet minimum frontage width
Area	7,200 square feet to 21,780 square feet	7,200 square feet minimum
Front setback	25 feet minimum	25 feet minimum
Side setback	8 feet minimum	8 feet minimum
Corner Side setback	25 feet minimum	25 feet minimum
Rear yard setback	15 feet minimum	15 feet minimum
Height	35 feet maximum	35 feet maximum
Frontage Type	Yard and setback	Yard and setback
Design and Performance Standards	Building coverage=40% of lot area maximum	Building coverage=40% of lot area maximum

Parking: Single-Family detached housing is required to provide a minimum of two off-street parking spaces per dwelling unit. The building elevations submitted indicate that each home will include either a two-car or three-car garage, which satisfies the off-street parking requirement. Vehicular parking for the development is required and proposed as follows:

Land Use	Required	Provided
Off-Street Parking	2 required per unit	4 spaces per unit

Pedestrian Access: All homes within the development will have direct pedestrian access to the public sidewalk from the front entrance. For homes with front-loaded garages, a connecting sidewalk will extend from the front door to the driveway, ensuring continuous access to the public sidewalk network. Staff finds this emphasis on pedestrian connectivity supports the intent of the development and contributes to a cohesive, walkable neighborhood design.

Architectural Character: The applicant has provided conceptual elevations of houses which include a mix of one-story and two-story houses. The materials include masonry, vinyl siding, and decorative elements.

Minimum Livable Floor Area: The adjacent Hoot Owl Meadows subdivision has an approved minimum livable floor area of 1,800 square feet. The applicant is proposing a minimum livable floor area of 1,600 square feet for all lots within the proposed development. Section 407.110 of the UDC allows the Planning Commission to classify subdivisions in a manner that minimizes the

differences in dwelling sizes between adjoining neighborhoods and generally limits new subdivisions to no more than one classification below an abutting development unless a higher standard is requested. Because the proposed minimum is one step lower than Hoot Owl Meadows, it is consistent with the criteria for establishing a transition in dwelling sizes between subdivisions. The minimum livable floor area classification shall be clearly noted on the Final Plat prior to recording.

Frontage & Landscaping: The applicant has provided a conceptual landscaping plan for the site. Additional details and plant units may be needed to meet landscaping requirements. All residential lots will be required to install a minimum of forty-five (45) plant units and sod or seed prior to final building inspections. **Landscaping requirements will be reviewed in greater detail with the Site Plan Design Review.**

Landscape Area	Required Units / PUs (plant units)
South buffer: Adj. to Minor Collector (SE Harris Potts Road)	Buffer A- 20-foot width; 30 plant units per 100 linear feet.
East buffer: Adj. to unincorporated Jackson County	Tract A/Buffer A- 30 ft buffer with a walking trail. There is the requirement of 45 units per 100 feet.
North buffer: Adj. to unincorporated Jackson County	Tract A/Buffer A- 30 ft buffer with a walking trail. There is the requirement of 45 units per 100 feet.
West buffer: Adj. to "SF-12" zoning / Minor Collector SE Litchford Road	Tract A/Buffer A-10 ft buffer tract with 45 plant units per 100 feet**.**
Open Space:	1 PU/500-sf. of lot area (304920.) = **609 PUs**

Signage: All signs that meet the Sign Code will be reviewed administratively and must follow the appropriate permitting process. Signage will be reviewed in more detail with the Site Plan Design Review and by staff prior to the issuance of sign permits for the site.

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

1. The proposed general development plan is consistent with the Comprehensive Plan and all requirements of the UDC, unless modifications are requested and approved through the approval of the general development plan. Said modifications shall generally be minor and shall be clearly noted in the staff report.

   STAFF RESPONSE: Staff finds the proposed General Development Plan is consistent with the City's Comprehensive Plan and the Strategic Plan 2025-2030, which identify this area for future single-family residential development. The proposal conforms to all applicable provisions of the Unified Development Code (UDC), and no deviations or modifications have been requested by the applicant.

   Furthermore, the proposed development supports the City's long-range planning vision for the southern portion of the community, which emphasizes accommodating higher-density residential growth in a manner that promotes orderly expansion and ad

2. The proposed general development plan is consistent with the current zoning on the property or conditioned on the approval of an existing application for a Zoning Map amendment.

STAFF RESPONSE: Staff finds the proposed general development plan is conditioned on the approval of a concurrent application for a Zoning Map amendment and is consistent with the requested zoning of "SF-7" (Single-Family Residential).

3. The general development plan is in compliance with all applicable use, development and design standards set forth in this Code, unless alternative design standards have been approved for the development.

   STAFF RESPONSE: Staff finds the general development plan complies with all applicable use, development, and design standards set forth in this Code. No alternative development standards have been proposed.

4. Adequate facilities and services exist or are planned by the project to serve the development at the time of construction.

   STAFF RESPONSE: Staff find that adequate public facilities and services are available to serve the proposed development. The applicant will be required to construct necessary public improvements and extend new infrastructure to support the development in accordance with City Standards. These improvements will ensure proper connectivity and service provisions for future residents.

5. The general development plan is sensitive to the existing land uses and is compatible with the existing adjacent land use designations. Compatibility with the surrounding area is demonstrated by proposed improvements, including screening and buffering that has been provided to minimize impacts to adjacent uses.

   STAFF RESPONSE: Staff finds the General Development Plan is compatible with the existing adjacent land uses. Staff finds that the proposed design provides a reasonable density and lot size consistent with surrounding development patterns. The project will be required to comply with all applicable buffering and landscaping standards to ensure appropriate transitions and minimize potential impacts on neighboring properties.

6. The general development plan will provide for orderly physical growth of the City, and foster safe, convenient and walkable neighborhoods and shopping districts.

   STAFF RESPONSE: Staff finds the general development plan will foster a convenient and walkable neighborhood. The applicant is providing all the required sidewalks within the development in addition to walking trails with open spaces.

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: Staff finds the application is in accordance with the Comprehensive Plan as it pertains to physical patterns, arrangement of streets, blocks, lots and 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: staff finds the proposed plan 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 plan is proposed to be developed in six phases.

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 for stormwater and traffic generation. The stormwater and water quality will be mitigated, and the generated traffic will have a 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: Staff finds that 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: Staff finds the design of the site 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.

Staff Recommendation:

Staff recommends approval of the Rezoning application with the following conditions:

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

1. Approval by the City Council based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC.

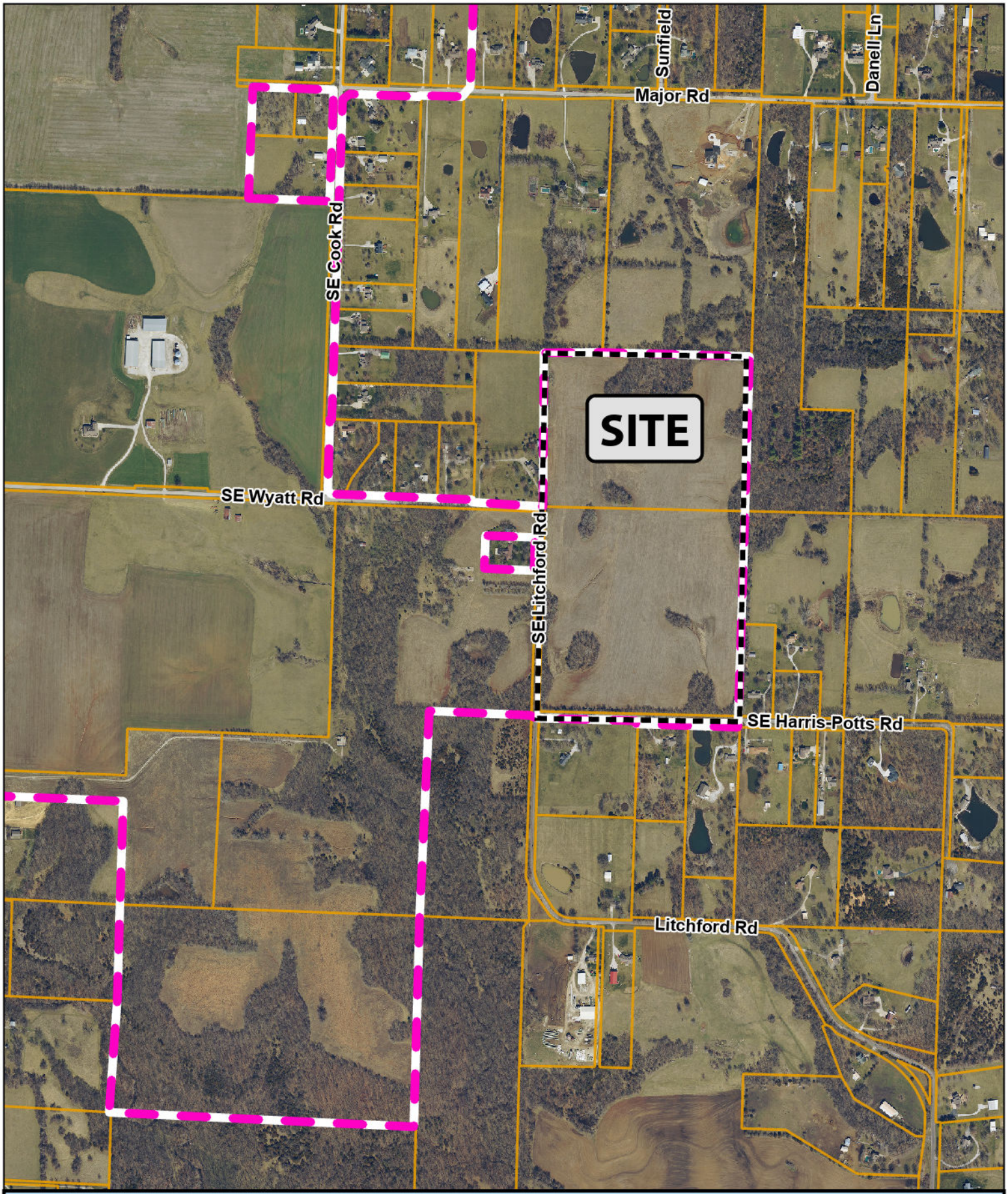
Staff recommends approval of the Preliminary Plat application with the following conditions:

1. Approval by the City Council based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC unless modified under the General Development Plan.
2. Approval of the Preliminary Plat is rescinded if the Rezoning (RZ-07-25-9646) or General Development Plan (GDP-07-25-9647) is denied by the City Council.
3. A Site Plan Design Review must be approved, finalizing the proposed amenities, landscaping, and building design.
4. All right-of-way and easements must be shown as required by Public Works and the Unified Development Code.
5. Prior to the approval of Construction Infrastructure Plans:
    a. The applicant shall submit a Final Stormwater Management Plan prepared and sealed by a professional engineer registered in the State of Missouri. The plan shall be submitted to the Public Works Department for review and approval to ensure compliance with all applicable City and APWA stormwater design standards.
    b. Applicant shall provide a Final Stormwater Report complying with City of Blue Springs Design & Construction Manual showing proposed runoff meeting or below the existing runoff to all downstream points of interest within their representative drainage areas. The storm report shall be consistent with the submitted public improvement plans including new detention and BMP facilities.
    c. Applicant shall provide half-street improvements along S. Litchford Road including curb and gutter, pavement improvements and storm sewer improvements to meet current Blue Springs Design & Construction Manual requirements for a residential collector and the intersection of Wyatt Road and Litchford to meet current AASHTO and City of Blue Springs requirements.
    d. Right-of-way shall be dedicated to the City of Blue Springs along S. Litchford Road to provide a total of 30 ft of Right-of-Way from the centerline of the existing Right-of-Way.
    e. S. Litchford Road shall be modified to provide adequate sight distance from the proposed south entrance per the Traffic Study by Priority Engineers dated July 7, 2025.
    f. Downstream culverts receiving runoff from the project shall be analyzed to capacity based on the road classification per the City of Blue Springs Design & Construction Manual and replaced if existing culverts do not have adequate capacity.
    g. Applicant shall install the offsite sanitary sewer and secure required offsite sanitary sewer easements to the existing Lift Station #7 and extend sanitary sewer to the property.
    h. The applicant shall complete a follow-up Traffic Impact Study to evaluate roadway conditions while local schools are in session. The study shall identify any necessary measures which shall be incorporated.

6. Prior to Building Permit Issuance, the Final Plat must be recorded at Jackson County.

a. A sealed letter by a Registered Professional Engineer in the State of Missouri stating the detention basins have been constructed per the approved plans and will function as designed shall be submitted to Engineering.

7. Prior to occupancy of each building, all parking and access improvements shall be completed.
8. Prior to occupancy of the first building, the following must occur:
    a. All required landscaping and buffers shall be installed or financially guaranteed.



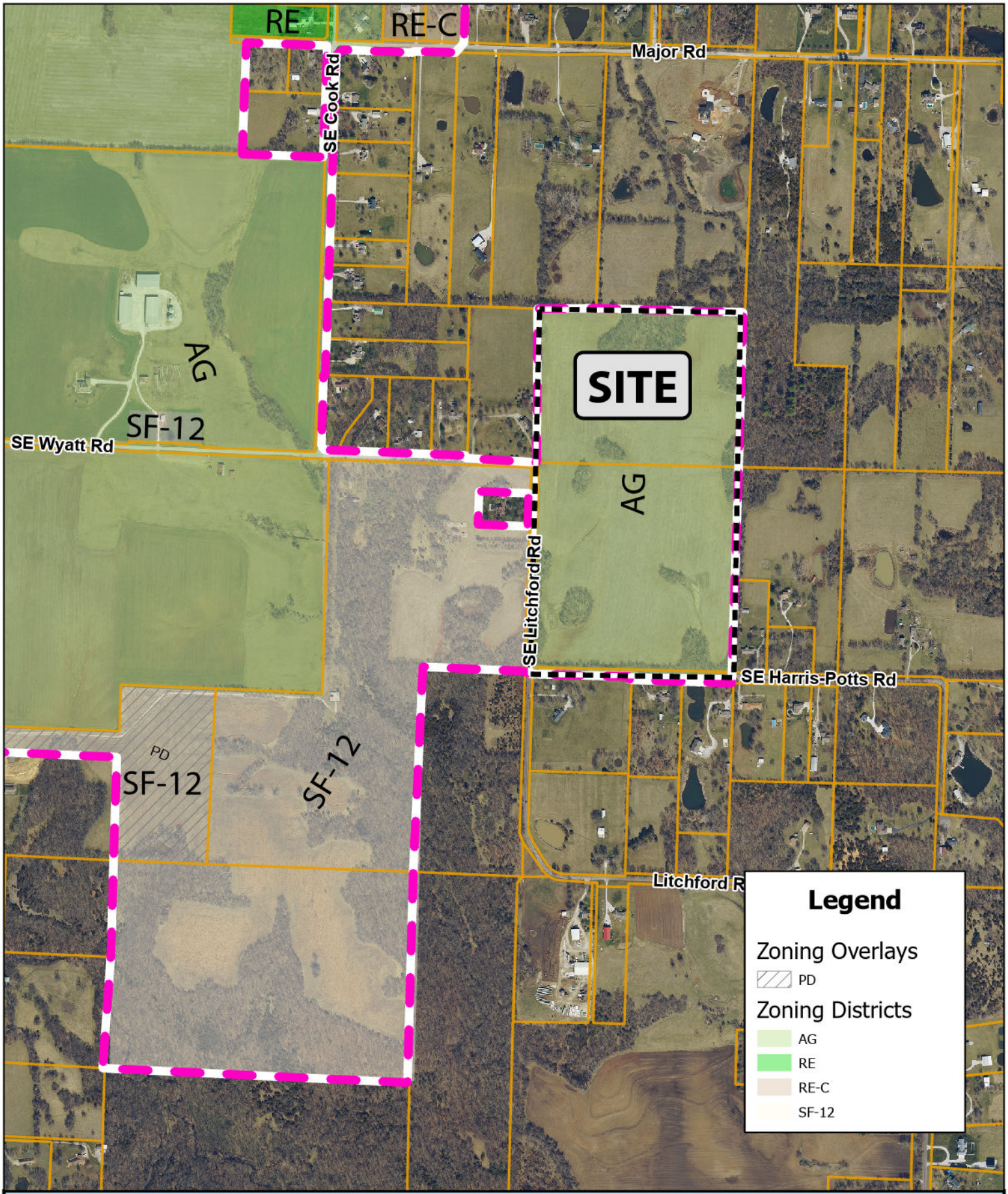
The City of Blue Springs Missouri

RZ-07-25-9646 / GDP-07-25-9647 / PP-07-25-9648
Parcels # 41-700-03-3-00-0-00-000 &
54-100-02-3-00-0-00-000
AERIAL LOCATION MAP

N

1" = 800'

Date: 08/08/25



The City of Blue Springs Missouri

RZ-07-25-9646 / GDP-07-25-9647 / PP-07-25-9648
Parcels # 41-700-03-3-00-0-00-000 &
54-100-02-3-00-0-00-000
SITE LOCATION AND ZONING MAP

N

1" = 800'

Date: 08/08/25

PARCEL ID# 54-200-01-08-01-0-00-000
OWNER: JK LARKIN LLC
ADDRESS: PO BOX 457
BLUE SPRINGS, MO 64013

PARCEL ID# 54-200-01-01-02-0-00-000
OWNER: WOCHNER REGINA M & KNUST DAVID A
ADDRESS: 8312 S. LITCHFORD RD
GRAIN VALLEY, MO 64029

PARCEL ID# 41-800-04-06-01-1-00-000
OWNER: UNDERWOOD MARTIN L & S SUSAN
ADDRESS: 29110 E WYATT RD
GRAIN VALLEY, MO 64029

E WYATT ROAD

S. LITCHFORD RD.

HARRIS POTTS RD.

TRACT II (+/-) 30 ACRES
EXISTING ZONING: AG (AGRIGULTURAL)
PROPOSED ZONING: SF-7 SINGLE FAMILY DISTRICT

PARCEL ID# 54-100-02-03-00-0-00-000
OWNER: LAND BANK OF BLUE SPRINGS MISSOURI
ADDRESS: 903 W MAIN ST
BLUE SPRINGS, MO 64015

PARCEL ID# 41-700-03-03-00-0-00-000
OWNER: LAND BANK OF BLUE SPRINGS MISSOURI
ADDRESS: 903 W MAIN ST
BLUE SPRINGS, MO 64015

TRACT I (+/-) 40.15 ACRES
EXISTING ZONING: AG (AGRIGULTURAL)
PROPOSED ZONING: SF-7 SINGLE FAMILY DISTRICT

PARCEL ID# 54-100-02-15-00-0-00-000
OWNER: DRAGON REVOCABLE TRUST
ADDRESS: 29602 E. HARRIS POTTS RD
GRAIN VALLEY, MO 64029

PARCEL ID# 54-100-02-24-00-0-00-000
OWNER: EVANS JERRT W & KARIN F-TRUSTEES
ADDRESS: 29614 E. HARRIS POTTS RD
GRAIN VALLEY, MO 64029

PARCEL ID# 54-100-02-23-00-0-00-000
OWNER: EVANS JERRY W & KARIN F
ADDRESS: 29614 E. HARRIS POTT RD
GRAIN VALLEY, MO 64029

PARCEL ID# 41-700-03-04-03-0-00-000
OWNER: CORE THERAPIES LLC
ADDRESS: 316 NE OAK RIDGE DR
LEES SUMMIT, MO 64064

RE-ZONING PLAN
FOR
SULLIVAN RANCH DEVELOPEMENT

A SUBDIVISION IN
BLUE SPRINGS, JACKSON COUNTY MISSOURI
SECTION 16 AND 21, TOWNSHIP 48N, 5TH PRINCIPAL MERIDIAN

GRAPHIC SCALE
100' 0 100' 300'
SCALE: 1" = 100'

N

PROPERTY DESCRIPTION

A tract of land partly in Section 16 and partly in Section 21, wholly in Township 48 North of the Base line, Range 30 West of the 5th Principal Meridian, Blue Springs, Jackson County, Missouri and being more particularly described as follows: Beginning at the Southwest corner of Section 16-48-30; thence with the West line of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ Section 16-48-30 N01°36'41"E, 991.16' to the Northwest corner of the South 30.00 acres of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$, Section 16-48-30; thence with the North line of said South 30.00 acres S88°38'46"E, 1319.51' to the Northeast corner of the aforesaid South 30.00 acres of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$, Section 16-48-30; thence with the East line of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, Section 30-48-30 S01°44'01"W, 991.17' to the Northeast corner of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, Section 21-48-30; thence with the East line of said $\frac{1}{4}$, $\frac{1}{4}$ section S01°54'38"W, 1331.09' to the Southeast corner of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, Section 21-48-30; thence with the South line of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, Section 21-48-30 N88°18'29"W, 1318.36' to the Southwest corner of aforesaid $\frac{1}{4}$, $\frac{1}{4}$ section; thence with the West line of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, Section 21-48-30 N01°57'16"E, 1323.32' back to the Point of Beginning and containing 70.15 acres.

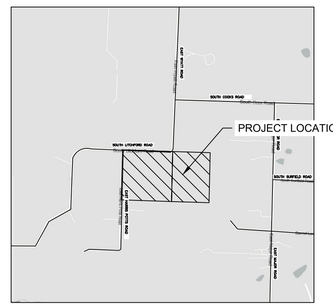
Subject to Right-of-Way and Easements as may now be established*

PROPERTY OWNER
LAND BANK OF BLUE SPRINGS
MISSOURI
903 W. MAIN STREET
BLUE SPRINGS, MO 64015

DEVELOPER
IMR PROPERTIES. LLC
6220 BLUE RIDGE CUT OFF, STE 100
RAYTOWN, MO 64133

SITE DATA TABLE

DEVELOPMENT AREA	70.15 ACRES	
	EXISTING	PROPOSED
ZONE DISTRICT	AG	SF-7 (SINGLE FAMILY DISTRICT)
LAND USE	AGRICULTURAL	SINGLE FAMILY DETACHED
GROSS SITE AREA	TRACT I = 40.15 ACRES	TRACT II = 30.0 ACRES



VICINITY MAP
N.T.S

DATE	REVISION DESCRIPTION	NO.

ICONIC CONSULTING GROUP, INC.
111 13TH STREET, SUITE 403
KANSAS CITY, MO 64141
OFFICE: 816.888.4141
WWW.ICONICCG.COM

THIS DOCUMENT IS RELEASED FOR THE PURPOSES OF **PRELIMINARY REVIEW** UNDER AUTHORITY OF JEFFREY E. BRISCOE, P.E. 2025024116 ON 08/29/2025 IT MAY NOT BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES

SULLIVAN RANCH DEVELOPMENT
CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI, 64029

RE-ZONING PLAN

DESIGN:	AC
CHECK:	JB
DRAWN:	AC
DATE:	8/29/2025
SCALE:	1" = 100'

PROJECT NO.
20251057001

SHEET NO.
GI100

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Received
10/13/2025 2:03:39 PM

6220 Blue Ridge Cutoff
STE 100
Raytown, MO 64133

T: (816) 652-2136
F: (817) 977-5320
E: info@cjrcg.com

Blue Springs City Planning
IMR Properties/CJR Builders
08/28/2025
08/15/2025 Comments

REZONING WRITTEN NARRATIVE

Regarding Parcels:

2017-03-41-700-03-03-00-0-00-000 - Chapman Farms (Northern Parcel/29.63AC)
2017-04-54-100-02-03-00-0-00-000 - Chapman Farms (Southern Parcel/38.73AC)

Subject: Sullivan Ranch Development – 8/29/2025 Rezoning Written Narrative

To Whom it May Concern,

We are requesting to rezone the parcels listed above to bring our Sullivan Ranch development to life. It exists as a vacant agricultural parcel (AG) and we are proposing the rezoning to SF-7. This is in line with the cities plans as well as requirements being one unit of zoning classification away from the neighboring development to the West.

The parcels propose a unique opportunity with the being included in the S2 section of the cities plan and having the topography that allows for the extension of East Wyatt Road, improvement of South Litchford Road, and the implementation of our proposed development which would not be brought to action with the existing agricultural zoning which has been left vacant.

The surrounding development in Hoot Owl and the development to the North Willow Tree set the tone for the area that our development will carry by continuing the growing sense of community in the area, aiding in the improvement of the infrastructure, and minimizing impact to schooling districts being divided between the Blue Springs and Lee's Summit districts.

All potential traffic conditions are studied and addressed in our traffic study and proposed improvements of the infrastructure in the area. Our supplemental traffic study being preformed in September in the midst of the school year will ensure that all things are considered though we have taken steps to prepare for the results in our planning thus far.

Listed below is our legal description for our property, describing the exact location of our proposed development.

"A tract of land partly in Section 16 and partly in Section 21, wholly in Township 48 North of the Base line, Range 30 West of the 5th Principal Meridian, Blue Springs, Jackson County, Missouri, and being more particularly described as follows:

Beginning at the Southwest corner of Section 16-48-30; thence with the West line of the Southwest ¼ of the Southwest ¼ Section 16-48-30,

6220 Blue Ridge Cutoff
STE 100
Raytown, MO 64133

T: (816) 652-2136
F: (817) 977-5320
E: info@cjrcg.com

N01°36'41"E, 991.16' to the Northwest corner of the South 30.00 acres of the West ½ of the Southwest ¼, Section 16-48-30; thence with the North line of said South 30.00 acres,

S88°38'46"E, 1319.51' to the Northeast corner of the aforesaid South 30.00 acres of the West ½ of the Southwest ¼, Section 16-48-30; thence with the East line of the Southwest ¼ of the Southwest ¼, Section 30-48-30,

S01°44'01"W, 991.17' to the Northeast corner of the Northwest ¼ of the Northwest ¼, Section 21-48-30; thence with the East line of said ¼, ¼ section,

S01°54'38"W, 1331.09' to the Southeast corner of the Northwest ¼ of the Northwest ¼, Section 21-48-30; thence with the South line of the Northwest ¼ of the Northwest ¼, Section 21-48-30,

N88°18'29"W, 1318.36' to the Southwest corner of aforesaid ¼, ¼ section; thence with the West line of the Southwest ¼ of the Southwest ¼, Section 21-48-30,

N01°57'16"E, 1323.32' back to the Point of Beginning.

Containing 70.15 acres

Subject to Right-of-Way and Easements as may now be established."

Thank you kindly for your consideration in this proposal and we look forward to your correspondence.

Regards,
Alex



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LEGEND:

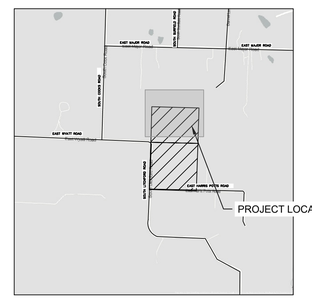
- PROPOSED CONCRETE PAVEMENT
- PROPOSED SIDEWALK
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR

GENERAL NOTES:

1. SEE SHEET GC101 FOR GENERAL PHASING PLAN.
2. SEE SHEET L100 FOR OPEN SPACE AND LANDSCAPE.
3. SEE SHEET GI100 FOR REZONING PLAN.
4. SEE CU100 SERIES SHEETS FOR PRELIMINARY UTILITY LAYOUTS.
5. SEE CG101 FOR PRELIMINARY GRADING AND DRAINAGE.
6. SEE RC101 FOR EXISTING WATERSHED PLAN.

SITE DATA TABLE

LOT SIZE		MIN = 7200 SQ FT TYP = 9000 SQ FT	MIN = 0.17 AC TYP = 0.21 AC
DEVELOPMENT AREA		70.15 AC	
NUMBER OF RESIDENTIAL LOTS		218	
		EXISTING	PROPOSED
ZONE DISTRICT		AG	SF-7
LAND USE		AGRICULTURAL	SINGLE FAMILY DETACHED
		ALLOWED	PROPOSED
BUILDING HEIGHT			
FLOOR AREA RATIO			
		REQUIRED	PROPOSED
10% OPEN SPACE REQUIRED		7.0	7.0
SETBACKS	FRONT		25
	SIDE		8
	CORNER SIDE		25
	REAR		15
TRACT A	OPEN SPACE		1.93 ACRES
TRACT B	OPEN SPACE/DETENTION AREA		1.10 ACRES
TRACT C	OPEN SPACE		1.15 ACRES
TRACT D	OPEN SPACE		0.88 ACRES
TRACT E	OPEN SPACE/DETENTION AREA		1.93 ACRES
BUFFER TRACT F	BUFFER A		0.20 ACRES
BUFFER TRACT G	BUFFER A		0.20 ACRES
BUFFER TRACT H	BUFFER A		0.15 ACRES
BUFFER TRACT I	BUFFER A		0.27 ACRES
BUFFER TRACT J	BUFFER A		0.25 ACRES



VICINITY MAP
N.T.S

GRAPHIC SCALE
60' 0 60' 180'
SCALE: 1" = 60'

NO.	REVISION DESCRIPTION	DATE

ICONIC CONSULTING GROUP, INC.
OMAHA, NE 68131
(402) 614-1441
WWW.ICONICCG.COM

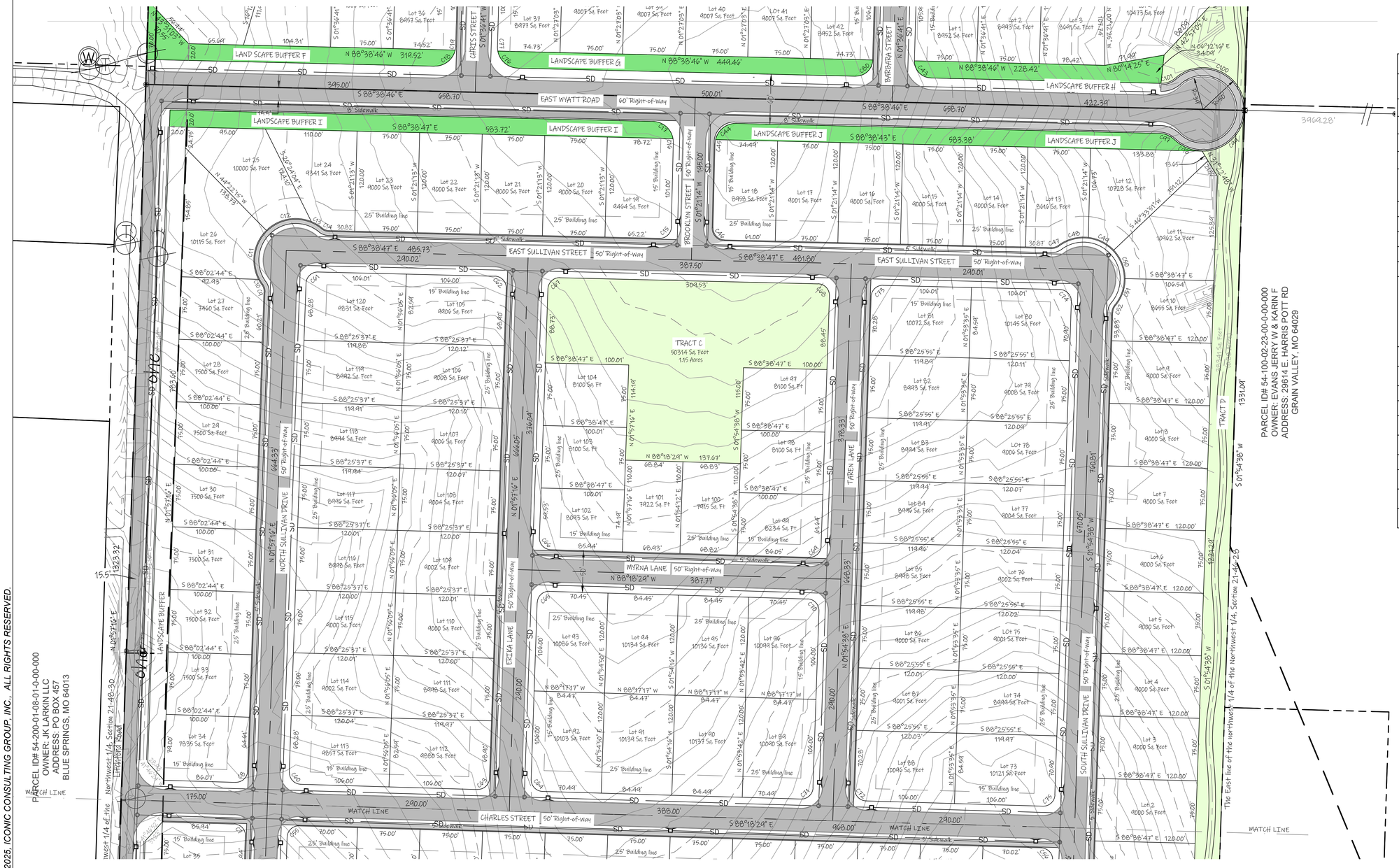
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PRELIMINARY REVIEW
UNDER AUTHORITY OF
JEFFREY E. BRISCOE,
P.E. 2025024116 ON 10/24/2025
IT MAY NOT BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES

SULLIVAN RANCH DEVELOPMENT
CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI, 64029

GENERAL DEVELOPMENT PLAN

DESIGN:	AC
CHECK:	JB
DRAWN:	AC
DATE:	10/24/2025
SCALE:	1" = 60'

PROJECT NO.
20251057001
SHEET NO.
GI101



VICINITY MAP
N.T.S

GRAPHIC SCALE
60' 0 60' 180'
SCALE: 1" = 60'

N

LEGEND:

- PROPOSED CONCRETE PAVEMENT
- PROPOSED SIDEWALK
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR

GENERAL NOTES:

1. SEE SHEET GC101 FOR GENERAL PHASING PLAN.
2. SEE SHEET L100 FOR OPEN SPACE AND LANDSCAPE.
3. SEE SHEET GI100 FOR REZONING PLAN.
4. SEE CU100 SERIES SHEETS FOR PRELIMINARY UTILITY LAYOUTS.
5. SEE CG101 FOR PRELIMINARY GRADING AND DRAINAGE.
6. SEE RC101 FOR EXISTING WATERSHED PLAN.

SITE DATA TABLE

LOT SIZE		MIN = 7200 SQ FT TYP = 9000 SQ FT	MIN = 0.17 AC TYP = 0.21 AC
DEVELOPMENT AREA		70.15 AC	
NUMBER OF RESIDENTIAL LOTS		218	
		EXISTING	PROPOSED
ZONE DISTRICT		AG	SF-7
LAND USE		AGRICULTURAL	SINGLE FAMILY DETACHED
		ALLOWED	PROPOSED
BUILDING HEIGHT			
FLOOR AREA RATIO			
		REQUIRED	PROPOSED
10% OPEN SPACE REQUIRED		7.0	7.0
SETBACKS	FRONT		25
	SIDE		8
	CORNER SIDE		25
	REAR		15
TRACT A	OPEN SPACE		1.93 ACRES
TRACT B	OPEN SPACE/DETENTION AREA		1.10 ACRES
TRACT C	OPEN SPACE		1.15 ACRES
TRACT D	OPEN SPACE		0.88 ACRES
TRACT E	OPEN SPACE/DETENTION AREA		1.93 ACRES
BUFFER TRACT F	BUFFER A		0.20 ACRES
BUFFER TRACT G	BUFFER A		0.20 ACRES
BUFFER TRACT H	BUFFER A		0.15 ACRES
BUFFER TRACT I	BUFFER A		0.27 ACRES
BUFFER TRACT J	BUFFER A		0.25 ACRES

NO.	REVISION DESCRIPTION	DATE

ICONIC CONSULTING GROUP, INC.
OMAHA, NE 68131
(402) 614-1441
1111 13TH STREET, SUITE 403
WWW.ICONICCG.COM

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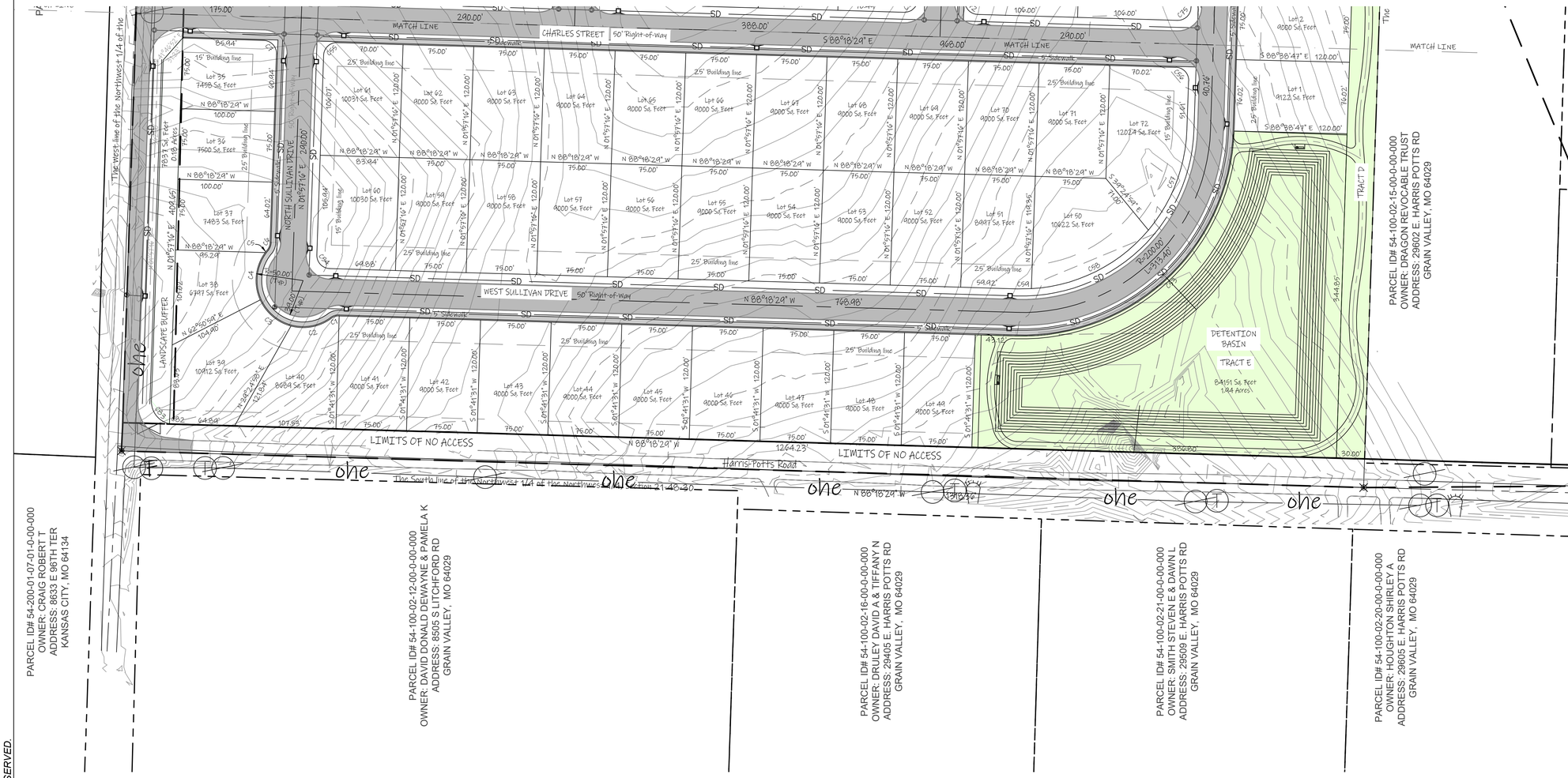
SULLIVAN RANCH DEVELOPMENT
CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI, 64029

GENERAL DEVELOPMENT PLAN

DESIGN:	AC
CHECK:	JB
DRAWN:	AC
DATE:	10/24/2025
SCALE:	1" = 60'

PROJECT NO.
20251057001
SHEET NO.
GI102

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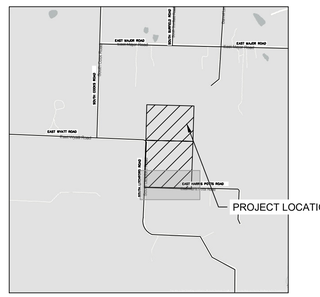


GENERAL NOTES:

1. SEE SHEET GC101 FOR GENERAL PHASING PLAN.
2. SEE SHEET L100 FOR OPEN SPACE AND LANDSCAPE.
3. SEE SHEET GI100 FOR REZONING PLAN.
4. SEE CU100 SERIES SHEETS FOR PRELIMINARY UTILITY LAYOUTS.
5. SEE CG101 FOR PRELIMINARY GRADING AND DRAINAGE.
6. SEE RC101 FOR EXISTING WATERSHED PLAN.

SITE DATA TABLE

LOT SIZE		MIN = 7200 SQ FT TYP = 9000 SQ FT	MIN = 0.17 AC TYP = 0.21 AC
DEVELOPMENT AREA		70.15 AC	
NUMBER OF RESIDENTIAL LOTS		218	
		EXISTING	PROPOSED
ZONE DISTRICT		AG	SF-7
LAND USE		AGRICULTURAL	SINGLE FAMILY DETACHED
		ALLOWED	PROPOSED
BUILDING HEIGHT			
FLOOR AREA RATIO			
		REQUIRED	PROPOSED
10% OPEN SPACE REQUIRED		7.0	7.0
SETBACKS	FRONT		25
	SIDE		8
	CORNER SIDE		25
	REAR		15
TRACT A	OPEN SPACE		1.93 ACRES
TRACT B	OPEN SPACE/DETENTION AREA		1.10 ACRES
TRACT C	OPEN SPACE		1.15 ACRES
TRACT D	OPEN SPACE		0.88 ACRES
TRACT E	OPEN SPACE/DETENTION AREA		1.93 ACRES
BUFFER TRACT F	BUFFER A		0.20 ACRES
BUFFER TRACT G	BUFFER A		0.20 ACRES
BUFFER TRACT H	BUFFER A		0.15 ACRES
BUFFER TRACT I	BUFFER A		0.27 ACRES
BUFFER TRACT J	BUFFER A		0.25 ACRES



VICINITY MAP
N.T.S

GRAPHIC SCALE
60' 0 60' 180'
SCALE: 1" = 60'

NO.	REVISION DESCRIPTION	DATE

ICONIC CONSULTING GROUP, INC.
OMAHA, NE 68131
(402) 502-4111
WWW.ICONICGC.COM

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SULLIVAN RANCH DEVELOPMENT
CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI, 64029

GENERAL DEVELOPMENT PLAN

DESIGN: AC
CHECK: JB
DRAWN: AC
DATE: 10/24/2025
SCALE: 1" = 60'

PROJECT NO.
20251057001

SHEET NO.
GI103

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1 GENERAL LANDSCAPE PLAN

NORTH
0' 50' 100' 200'

LANDSCAPE LEGEND:

RIGHT OF WAY / PROPERTY LINE

EXISTING TREE CANOPY TO BE PRESERVED

STREETSCAPE TREES: 299
(1 TREE PER 75 FT.)

BUFFER A TREES: 87
(4 TREES PER 100 FT.)

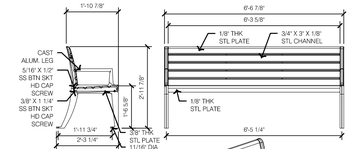
TOTAL: 386 TREES

TRACT ID	PARCEL TYPE	ACRES
A	OPEN SPACE	1.93
B	OPEN SPACE / DETENTION AREA	1.10
C	OPEN SPACE	1.15
D	OPEN SPACE	0.88
E	OPEN SPACE / DETENTION AREA	1.93
	TOTAL	**7.00**

BUFFER TRACT ID	BUFFER TYPE	ACRES
F	BUFFER A	0.20
G	BUFFER A	0.20
H	BUFFER A	0.15
I	BUFFER A	0.27
J	BUFFER A	0.25
	TOTAL	**1.07**

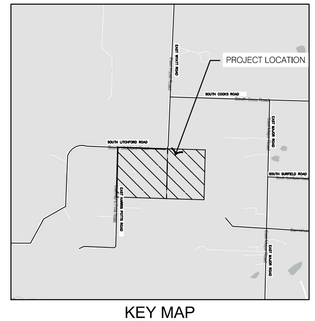
GENERAL NOTES:

1. PRESERVATION OF EXISTING TREES ON SITE TO SATISFY THE PLANT UNIT REQUIREMENTS OF OPEN SPACE AND LANDSCAPE BUFFERS.
2. PRESERVATION OF EXISTING PLANT MATERIAL TO CONFORM WITH SECTION 407.040.C.6 OF THE BLUE SPRINGS, MO UNIFIED DEVELOPMENT CODE.



NOTES:
1.) ALL ALUM & STL. MEMBERS COATED W/ ZINC RICH EPOXY THEN FINISHED W/ POLYESTER POWDER COATING.
2.) 1/2" X 3 3/4" EXPANSION ANCHOR BOLTS PROVIDED.

2 TYPICAL BENCH



KEY MAP

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olsson®

NO.	REVISION DESCRIPTION	DATE

ICONIC CONSULTING GROUP, INC.
1111 13TH STREET, SUITE 403
KANSAS CITY, MO 64105
OFFICE: 816.888.8141
WWW.ICONICCG.COM

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SULLIVAN RANCH DEVELOPMENT
CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI, 64029

GENERAL LANDSCAPE PLAN

DESIGN:	KT
CHECK:	KT
DRAWN:	EW
DATE:	09/11/2025
SCALE:	1" = 100'

PROJECT NO.
20251057001

SHEET NO.
L100



Elevation A



Elevation B



Elevation C

Received
10/13/2025 2:13:12 PM



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10/13/2025 2:08:58 PM

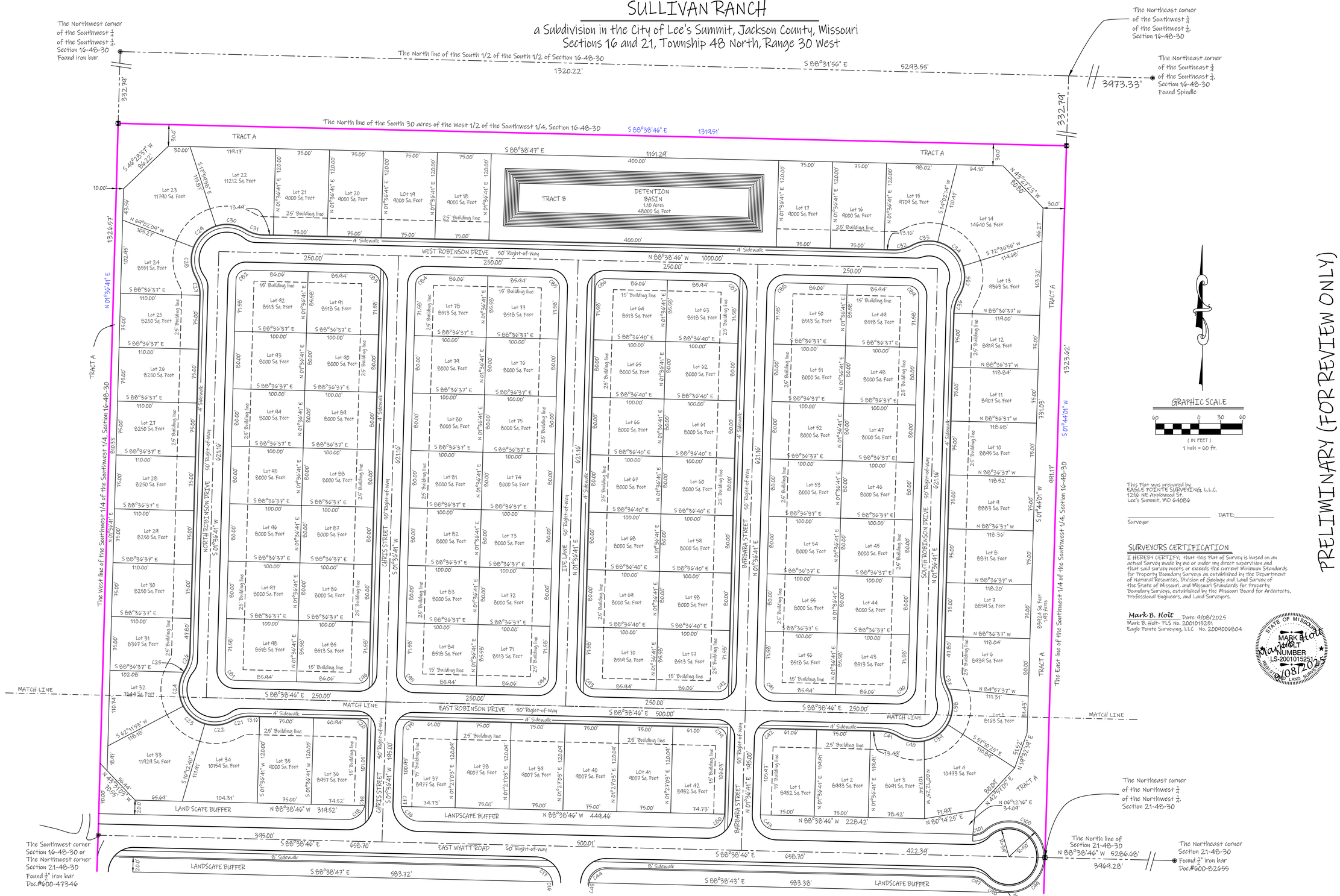


Received
10/13/2025 2:03:50 PM

Preliminary Plat (for Review ONLY)

SULLIVAN RANCH

a Subdivision in the City of Lee's Summit, Jackson County, Missouri
Sections 16 and 21, Township 48 North, Range 30 West



GRAPHIC SCALE
60 0 30 60
(IN FEET)
1 inch = 60 ft.

This Plat was prepared by
EAGLE POINTE SURVEYING, L.L.C.
1216 NE Applewood St.
Lee's Summit, MO 64086

_____ DATE:_____
Surveyor

SURVEYORS CERTIFICATION

I HEREBY CERTIFY: that this Plat of Survey is based on an actual Survey made by me or under my direct supervision and that said survey meets or exceeds the current Minimum Standards for Property Boundary Surveys as established by the Department of Natural Resources, Division of Geology and Land Survey of the State of Missouri, and Missouri Standards for Property Boundary Surveys, established by the Missouri Board for Architects, Professional Engineers, and Land Surveyors.

Mark B. Holt Date: 9/08/2025
Mark B. Holt- PLS No. 2001015291
Eagle Pointe Surveying, LLC No. 2009006804

STATE OF MISSOURI MARK B HOLT NUMBER LS-2001015291 LICENSED LAND SURVEYOR 9/08/2025

PRELIMINARY (FOR REVIEW ONLY)

This Survey was prepared for:
CJR Construction
c/o Charles Robinson
6220 Blue Ridge Cutoff
Raytown, Missouri

NO.	DATE	DESCRIPTION	BY
1	9/8/25	Per City Comments	MBH

SULLIVAN RANCH
Section 16 and 21, Township 48N, Range 30W

Blue Springs
Jackson County, Missouri

DATE OF SURVEY: May 2025 thru Sept 2025
CLASS OF PROPERTY: SUBURBAN
SURVEY CREW: MBH
DRAWING NAME: 20250519BD
Prelim Plat

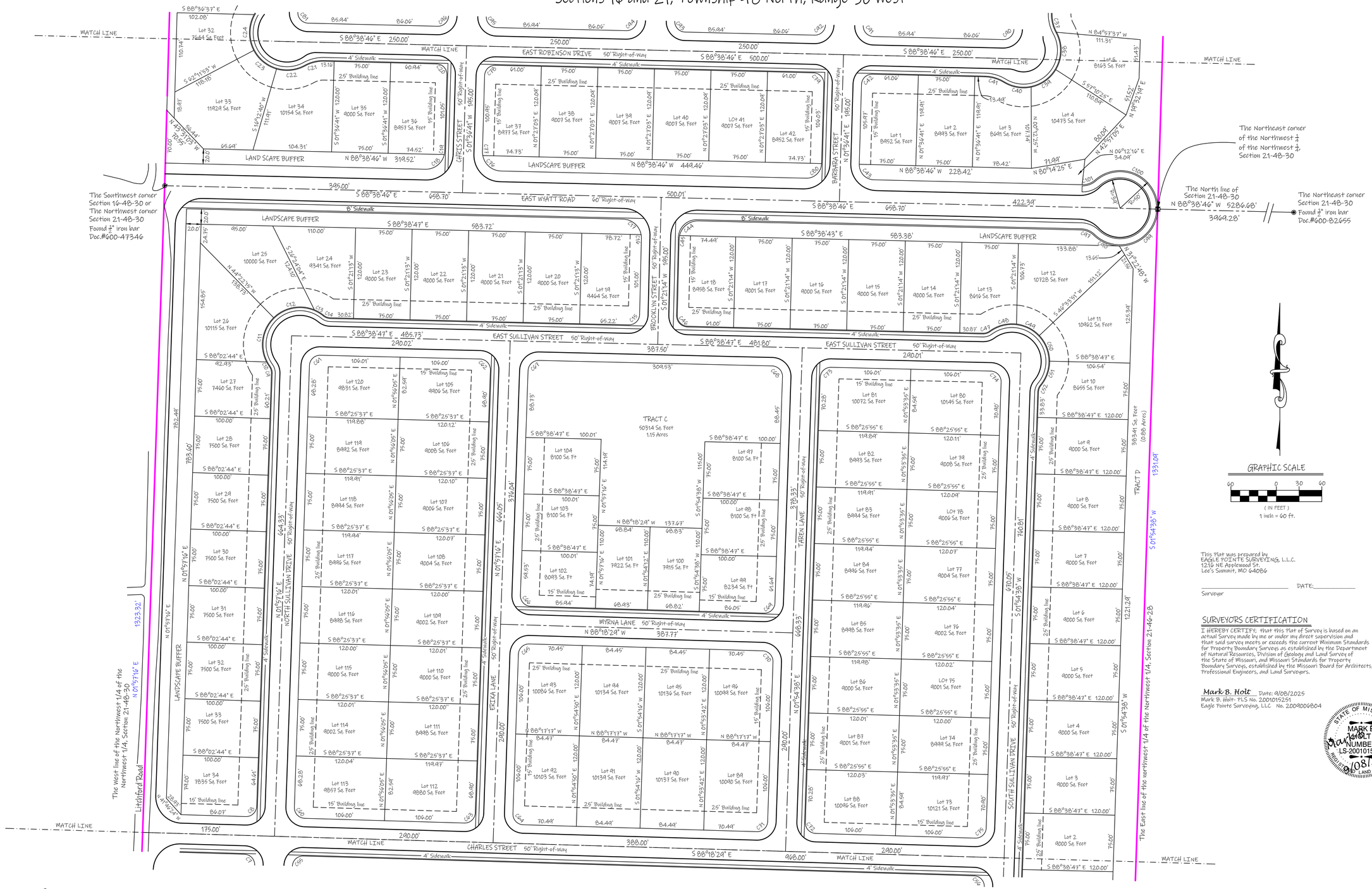
Eagle Pointe Surveying, LLC
1216 NE Applewood St.
Lee's Summit, MO 64086
(816) 456-0156

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Preliminary Plat (for Review ONLY)

SULLIVAN RANCH

a Subdivision in the City of Lee's Summit, Jackson County, Missouri
Sections 16 and 21, Township 48 North, Range 30 West



PRELIMINARY (FOR REVIEW ONLY)

This Survey was prepared for:
CJR Construction
c/o Charles Robinson
6220 Blue Ridge Cutoff
Raytown, Missouri

NO.	DATE	DESCRIPTION	BY
1	9/8/25	Per City Comments	MBH

This Plat was prepared by
EAGLE POINTE SURVEYING, L.L.C.
1216 NE Applewood St.
Lee's Summit, MO 64086

Surveyor DATE:

SURVEYORS CERTIFICATION

I HEREBY CERTIFY: that this Plat of Survey is based on an actual Survey made by me or under my direct supervision and that said survey meets or exceeds the current Minimum Standards for Property Boundary Surveys as established by the Department of Natural Resources, Division of Geology and Land Survey of the State of Missouri, and Missouri Standards for Property Boundary Surveys, established by the Missouri Board for Architects, Professional Engineers, and Land Surveyors.

Mark B. Holt Date: 9/08/2025
Mark B. Holt- PLS No. 2001015251
Eagle Pointe Surveying, LLC No. 2009006804

STATE OF MISSOURI
MARK B HOLT
NUMBER LS-2001015251
REGISTERED LAND SURVEYOR
9/08/2025

SULLIVAN RANCH
Section 16 and 21, Township 48N, Range 30W
Blue Springs
Jackson County, Missouri

DATE OF SURVEY: May 2025 thru Sept 2025
CLASS OF PROPERTY: SUBURBAN
SURVEY CREW: MBH
DRAWING NAME: 202505-1980 Prelim Plat

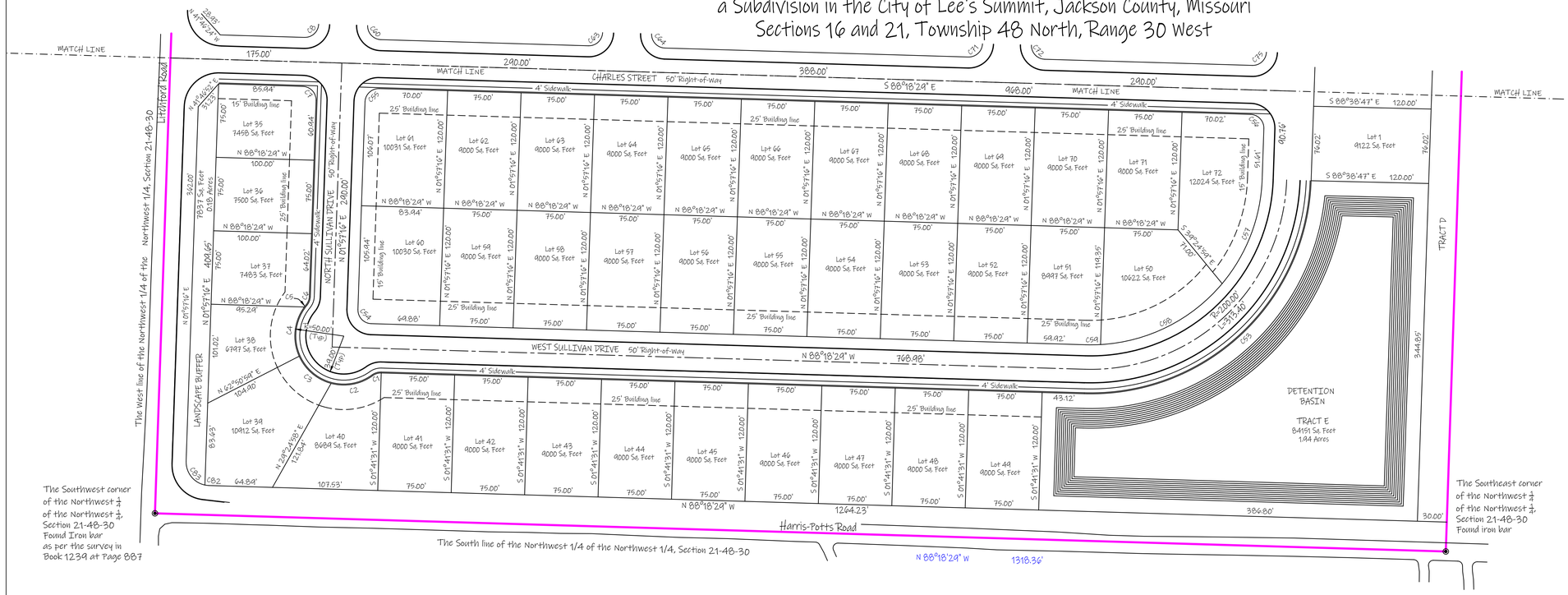
Eagle Pointe Surveying, LLC
1216 NE Applewood St.
Lee's Summit, MO 64086
(816) 456-0156

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10/13/2025 2:07:53 PM

Preliminary Plat (for Review ONLY)

SULLIVAN RANCH

a Subdivision in the City of Lee's Summit, Jackson County, Missouri
Sections 16 and 21, Township 48 North, Range 30 West



This Plat was prepared by
EAGLE POINTE SURVEYING, L.L.C.
1216 NE Applewood St.
Lee's Summit, MO 64086

_____ DATE:_____
Surveyor

SURVEYORS CERTIFICATION

I HEREBY CERTIFY; that this Plat of Survey is based on an actual Survey made by me or under my direct supervision and that said survey meets or exceeds the current Minimum Standards for Property Boundary Surveys as established by the Department of Natural Resources, Division of Geology and Land Survey of the State of Missouri, and Missouri Standards for Property Boundary Surveys, established by the Missouri Board for Architects, Professional Engineers, and Land Surveyors.

Mark B. Holt Date: 9/08/2025
Mark B. Holt- PLS No. 2001015251
Eagle Pointe Surveying, LLC No. 2009006804

STATE OF MISSOURI MARK B HOLT NUMBER LS-2001015251 9/08/2025 LAND SURVEYOR

PROPERTY DESCRIPTION

A tract of land partly in Section 16 and partly in Section 21, Wholly in Township 48 North of the Base line, Range 30 west of the 5th Principal Meridian, Blue Springs, Jackson County, Missouri and being more particularly described as follows:

Beginning at the Southwest corner of Section 16-48-30; thence with the West line of the Southwest ¼ of the Southwest ¼ Section 16-48-30 N01°36'41"E, 891.16' to the Northwest corner of the South 30.00 acres of the West ½ of the Southwest ¼ Section 16-48-30; thence with the North line of said South 30.00 acres S88°38'46"E, 1319.91' to the Northeast corner of the aforesaid South 30.00 acres of the West ½ of the Southwest¼ Section 16-48-30; thence with the East line of the Southwest ¼ of the Southwest ¼ Section 30-48-30 S01°44'01"W, 891.17' to the Northeast corner of the Northwest ¼ of the Northwest ¼ Section 21-48-30; thence with the East line of said ¼ ¼ section S01°54'30"W, 1331.09' to the Southeast corner of the Northwest ¼ of the Northwest ¼ Section 21-48-30; thence with the South line of the Northwest ¼ of the Northwest ¼ Section 21-48-30 N88°18'29"W, 1318.36' to the Northwest corner of aforesaid ¼ ¼ section; thence with the West line of the Southwest ¼ of the Southwest ¼ Section 21-48-30 N01°57'16"E, 1323.32' back to the Point of Beginning and containing 70.15 acres.

Subject to Right-of-way and Easements as may now be established

DEDICATION:
THE UNDERSIGNED OWNERS OF THE TRACT OF LAND DESCRIBED HEREIN HAS CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THE ACCOMPANYING PLAT. SAID SUBDIVISION AND PLAT SHALL HEREAFTER BE KNOW AS

"SULLIVAN RANCH"

EASEMENTS:
AN EASEMENT OR LICENSE IS HEREBY GRANTED TO 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 _____, ANY RIGHT TO REQUEST RESTORATION OF RIGHTS PREVIOUSLY TRANSFERRED AND VACATION OF THE EASEMENT HEREIN GRANTED.

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.

STREETS:
THE STREETS AND/OR THOROUGHFARES SHOWN ON THIS PLAT AND NOT HERETOFORE DEDICATED TO PUBLIC USE ARE HEREBY SO DEDICATED.

MASTER DRAINAGE PLAN
INDIVIDUAL LOT OWNER(S) SHALL NOT CHANGE OR OBSTRUCT THE DRAINAGE FLOW PATHS ON THE LOTS AS SHOWN ON THE MASTER DRAINAGE PLAN, UNLESS SPECIFIC APPLICATION IS MADE AND APPROVED BY THE CITY ENGINEER.

DEVELOPMENT PURPOSE STATEMENT

To rezone the parcels 2017-03-A1-700-03-03-00-0-00-000 and 2017-04-S4-100-02-03-00-0-00-000 to bring Sullivan Ranch development to life. it exist as a vacant agricultural parcel (AG) and we are proposing the rezoning to SF-7. This is in line with the cities plans as well as requirements being one unit of zoning classification awayfrom the neighboring development to the west.

the parcels propose a unique opportunity with the being included in the S2 section of the cities plan and having the topography that allows for the extension of East Wyatt Road, improvement of South Litchford Road, and the implementation of our proposed development which would not be brought to action with the existing agricultural zoning which has been left vacant.

The surrounding development in Hoot Owl and the development to the North Willow Tree set the tone for the area that our development will carry by continuing the growth sense of community in the area, aiding in the improvement of the infrastructure, and minimizing the impact to schooling districts being divided between the Blue Springs and Lee's Summit districts.

SURVEYOR'S GENERAL NOTES/PLAT NOTES

1. THE FOLLOWING STANDARD MONUMENTS WILL BE SET:
   a) SEMI-PERMANENT MONUMENTS:
      SET 1/2" IRON BAR WITH PLASTIC CAP MARKED "MO 006804 AT ALL REAR LOT CORNERS AND CURBS ARE NOTCHED AT THE PROJECTION OF SIDE LOT LINES.
   b) PERMANENT MONUMENTS:
      SET 5/8" IRON BAR WITH ALUMINUM CAP MARKED "MO 006804" AT PLAT BOUNDARY CORNERS.

2. THIS PROPERTY IS CLASSIFIED SUBURBAN PROPERTY

3. ALL STORM WATER CONVEYANCE, RETENTION, DETENTION OR WATER QUALITY(BMP) FACILITIES TO BE LOCATED ON COMMON PROPERTY SHALL BE OWNED AND MAINTAINED BY THE PROPERTY OWNERS' ASSOCIATION IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THE "COVENANTS, CONDITIONS AND RESTRICTIONS." REFER TO THE "COVENANTS, CONDITIONS AND RESTRICTIONS ASSOCIATED WITH THIS DEVELOPMENT FOR REQUIREMENTS

4. INDIVIDUAL LOT OWNER(S) SHALL NOT CHANGE OR OBSTRUCT THE DRAINAGE FLOW PATHS ON THE LOTS AS SHOWN ON THE MASTER DRAINAGE PLAN, UNLESS SPECIFIC APPLICATION IS MADE AND APPROVED BY THE CITY ENGINEER.

5. NO TITLE REPORT WAS PROVIDED BY THE CLIENT AT THE TIME OF THIS SURVEY.

6. MINIMUM LIVABLE FLOOR SPACE SHALL BE 1600 SQ. FT.

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	14.00'	9.26'	9.09'	S 72°44'27" W	37°54.07"
C2	50.00'	44.72'	43.24'	S 76°24'42" W	61°14.36"
C3	50.00'	44.22'	42.76'	N 48°37'50" W	50°40.04"
C4	50.00'	53.01'	50.59'	N 00°54'18" E	60°44.26"
C5	50.00'	2.48'	2.48'	N 30°00'55" E	2°-24.91"
C6	14.00'	9.26'	9.09'	S 20°54.20" W	37°54.07"
C7	14.00'	22.00'	19.84'	N 43°10.37" W	90°15.45"
C8	14.00'	21.93'	19.75'	S 46°49.24" W	89°44.15"
C9	14.00'	9.26'	9.09'	N 16°58.46" W	37°54.07"
C10	50.00'	7.44'	7.43'	S 31°41.03" E	8°-31.36"
C11	50.00'	53.15'	50.52'	N 00°06.15" E	73°05.00"
C12	50.00'	58.24'	55.00'	N 75°59.49" E	66°44.02"
C13	50.00'	14.74'	14.69'	N 59°11.26" W	16°53.33"
C14	14.00'	9.26'	9.09'	N 69°41.43" W	37°54.07"
C15	14.00'	21.99'	19.80'	S 46°21.13" W	89°59.58"
C16	25.00'	5.03'	5.03'	S 04°24.53" E	11°32.14"
C17	25.00'	34.24'	31.62'	N 49°24.54" W	78°7.47"
C18	25.00'	34.24'	31.62'	S 52°07.20" W	78°7.47"
C19	25.00'	4.82'	4.81'	S 07°19.04" W	11°16.46"
C20	14.00'	22.09'	19.84'	S 43°21.03" E	90°15.21"
C21	50.00'	26.28'	25.98'	N 75°17.42" E	30°07.02"
C22	50.00'	39.25'	38.25'	S 63°43.26" W	44°98.24"
C23	50.00'	40.13'	39.04'	S 50°47.42" E	45°58.12"
C24	50.00'	49.50'	47.51'	S 00°33.44" W	56°43.43"
C25	50.00'	2.45'	2.45'	N 30°18.39" E	2°48.07"
C26	50.00'	26.28'	25.98'	S 16°40.12" W	30°07.02"
C27	50.00'	26.28'	25.98'	N 13°27.691" W	30°07.02"
C28	50.00'	43.17'	41.84'	N 05°46.16" W	44°28.12"
C29	50.00'	44.54'	43.08'	N 46°28.56" E	51°02.12"
C30	50.00'	43.13'	41.84'	S 83°16.51" E	49°28.14"
C31	50.00'	26.28'	25.98'	S 73°35.16" E	30°07.02"
C32	50.00'	26.28'	25.98'	S 76°17.42" W	30°07.02"
C33	50.00'	37.35'	36.48'	N 62°36.13" E	42°48.03"

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C34	50.00'	51.12'	48.92'	S 46°40.25" E	59°34.42"
C35	50.00'	42.82'	41.56'	S 07°10.20" W	49°06.41"
C36	50.00'	26.28'	25.98'	S 16°40.12" W	30°07.02"
C37	50.00'	26.28'	25.98'	N 13°26.91" W	30°07.02"
C38	50.00'	51.44'	49.64'	N 01°15.16" E	59°31.20"
C39	50.00'	41.25'	40.11'	S 64°36.55" W	47°17.53"
C40	50.00'	37.66'	36.76'	N 80°06.27" W	43°09.25"
C41	50.00'	26.28'	25.98'	N 73°35.15" W	30°07.02"
C42	14.00'	21.93'	19.75'	N 46°28.57" E	89°44.33"
C43	20.00'	31.61'	28.35'	S 43°31.03" E	90°15.21"
C44	25.00'	34.24'	31.62'	S 52°07.23" W	78°7.47"
C45	25.00'	5.03'	5.03'	N 03°07.22" E	11°32.16"
C46	14.00'	21.99'	19.80'	N 43°39.47" W	90°00.01"
C47	14.00'	9.26'	9.09'	S 72°44.27" W	37°54.07"
C48	50.00'	37.80'	37.00'	S 75°09.59" W	43°25.47"
C49	50.00'	34.23'	33.64'	N 23°16.38" W	39°40.55"
C50	50.00'	37.59'	36.71'	S 21°54.03" E	43°04.13"
C51	50.00'	35.06'	34.35'	S 18°43.25" W	40°10.41"
C52	14.00'	9.26'	9.09'	S 20°51.42" W	37°54.07"
C53	225.00'	352.57'	317.59'	S 46°48.04" W	89°46.53"
C54	14.00'	22.06'	19.84'	N 43°10.37" W	90°15.46"
C55	14.00'	21.93'	19.75'	S 46°49.24" W	89°44.15"
C56	14.00'	22.04'	19.84'	N 43°11.56" E	90°13.07"
C57	175.00'	116.36'	114.23'	S 20°57.20" W	38°05.45"
C58	175.00'	142.77'	138.64'	S 63°22.38" W	46°44.32"
C59	175.00'	15.10'	15.09'	S 84°13.13" W	4°56.30"
C60	14.00'	22.06'	19.84'	N 43°10.37" W	90°15.46"
C61	14.00'	21.84'	19.69'	N 46°39.14" E	89°23.57"
C62	14.00'	22.14'	19.90'	S 43°28.46" E	90°26.03"
C63	14.00'	21.93'	19.75'	S 46°49.24" W	89°44.15"
C64	14.00'	22.06'	19.84'	N 43°10.37" W	90°15.46"
C65	14.00'	21.93'	19.75'	S 46°49.24" W	89°44.15"
C66	14.00'	22.06'	19.84'	N 43°10.37" E	90°15.46"
C67	14.00'	21.84'	19.69'	S 46°39.14" W	89°23.57"
C68	14.00'	22.13'	19.89'	N 43°22.05" W	90°23.25"
C69	14.00'	21.84'	19.76'	S 46°48.04" W	89°46.53"
C70	14.00'	22.04'	19.84'	S 43°11.56" E	90°13.07"
C71	14.00'	21.84'	19.76'	S 46°48.04" W	89°46.53"
C72	14.00'	22.04'	19.84'	N 43°11.56" W	90°13.07"
C73	14.00'	21.86'	19.76'	S 46°27.55" W	89°27.51"
C74	14.00'	22.13'	19.89'	S 43°22.05" E	90°23.25"
C75	14.00'	21.84'	19.76'	N 46°48.04" E	89°46.53"
C76	25.00'	34.14'	31.55'	N 40°31.12" W	78°15.10"
C77	25.00'	5.24'	5.23'	N 04°23.28" W	12°00.17"
C78	14.00'	21.93'	19.75'	N 46°28.57" E	89°44.33"
C79	14.00'	22.05'	19.84'	N 43°31.03" W	90°15.27"
C80	20.00'	31.33'	28.22'	N 46°28.57" E	89°44.33"
C81	14.00'	22.05'	19.84'	N 43°31.03" W	90°15.27"
C82	14.00'	21.93'	19.75'	N 46°28.57" E	89°44.33"
C83	14.00'	22.05'	19.84'	S 43°31.03" E	90°15.27"
C84	14.00'	21.93'	19.75'	S 46°28.57" W	89°44.33"
C85	14.00'	22.05'	19.84'	S 43°31.03" E	90°15.27"
C86	14.00'	21.93'	19.75'	N 46°28.57" E	89°44.33"
C87	14.00'	22.05'	19.84'	N 43°31.03" W	90°15.27"
C88	14.00'	21.93'	19.75'	S 46°28.57" W	89°44.33"
C89	14.00'	22.05'	19.84'	N 43°31.03" W	90°15.27"
C90	14.00'	21.93'	19.75'	S 46°28.57" W	89°44.33"
C91	14.00'	21.93'	19.75'	N 46°28.57" E	89°44.33"
C92	14.00'	22.05'	19.84'	N 43°31.03" W	90°15.27"
C93	14.00'	21.93'	19.75'	N 46°28.57" E	89°44.33"
C94	14.00'	21.93'	19.75'	S 43°13.45" E	42°49.56"
C95	50.00'	37.59'	36.69'	N 67°02.08" W	43°02.44"
C96	50.00'	26.33'	26.05'	S 46°14.51" W	30°47.15"
C100	50.00'	115.92'	91.65'	N 65°03.47" W	132°50.00"
C101	25.00'	16.09'	15.76'	N 68°56.13" E	42°50.00"

PRELIMINARY (FOR REVIEW ONLY)

This Survey was prepared for:
CJR Construction
c/o Charles Robinson
6220 Blue Ridge Cutoff
Raytown, Missouri

NO.	DATE	DESCRIPTION	BY
1	9/8/25	Per City Comments	WBH

SULLIVAN RANCH
Section 16 and 21, Township 48N, Range 30W

Blue Springs
Jackson County, Missouri

DATE OF SURVEY: May 2025 thru Sept 2025
CLASS OF PROPERTY: SUBURBAN
SURVEY CREW: WBH
DRAWING NAME:202505-1980 Prelim Plat

Eagle Pointe Surveying, LLC
1216 NE Applewood St.
Lee's Summit, MO 64086
(816) 456-0156

MATCHLINE, SEE SHEET CU102

S. LITCHFORD RD.

MATCH EXISTING

HARRIS - POTTS RD.

LIMITS OF NO ACCESS

TRACT 198

TRACT 201

TRACT 200

TRACT 99

TRACT 100

MATCH EXISTING

A1-OS 0.77

A2-OS 0.72

B1-BP 0.26

B2-BP 0.91

A1-BP 0.92

A 40.40

B 28.8

PARCEL ID# 41-800-04-06-01-1-00-000
OWNER: UNDERWOOD MARTIN L & S SUSAN
ADDRESS: 29110 E WYATT RD
GRAIN VALLEY, MO 64029

PARCEL ID# 54-100-02-15-00-0-00-000
OWNER: DRAGON REVOCABLE TRUST
ADDRESS: 29602 E. HARRIS POTTS RD
GRAIN VALLEY, MO 64029

PARCEL ID# 54-100-02-23-00-0-00-000
OWNER: EVANS JERRY W & KARIN F
ADDRESS: 29614 E. HARRIS POTT RD
GRAIN VALLEY, MO 64029

PARCEL ID# 41-700-03-04-03-0-00-000
OWNER: CORE THERAPIES LLC
ADDRESS: 316 NE OAK RIDGE DR
LEES SUMMIT, MO 64064

PARCEL ID# 54-100-02-24-00-0-00-000
OWNER: EVANS JERRT W & KARIN F-TRUSTEES
ADDRESS: 29614 E. HARRIS POTTS RD
GRAIN VALLEY, MO 64029

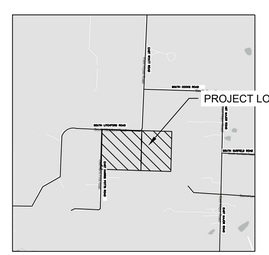
© COPYRIGHT 2025, ICONIC CONSULTING GROUP, INC., ALL RIGHTS RESERVED.

LEGEND:

- EXISTING MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- PROPOSED DRAIANGE BOUNDARY
- PROPOSED FLOW ARROW
- PROPOSED CURB INLET
- PROPOSED DRAINAGE MANHOLE
- SD — PROPOSED STORM DRAIN LINE
- NAME / ACRE — PROPOSED DRAINAGE BOUNDARY ID OS = OFFSITE; BP = BYPASS

NOTES:

1. S. LITCHFORD ROAD TO BE PARTIALLY REBUILT MATCHING EXISTING GROUND.
2. STREET GRADES 2% TO 4% DEPENDING ON STREET CLASSIFICATION. PER APWA 5200.
3. STREET TYPICAL SECTION WILL FOLLOW CITY OF BLUE SPRING STANDARD DETAILS.
4. ALL DRAINAGE STRUCTURES WILL FOLLOW CITY OF BLUE SPRINGS STANDARD DETAILS.
5. SEE DRAINAGE REPORT FOR OVERALL DRAINAGE INFORMATION. DETAIL DRAINAGE DESIGN WILL BE PROVIDED IN THE DESIGN PHASE.
6. GRADING PLAN IS PRELIMINARY. DETAIL GRADING WILL BE PROVIDED DURING DESIGN PHASE.



VICINITY MAP
N.T.S

GRAPHIC SCALE
100' 0 100' 300'
SCALE: 1" = 100'

NO.	REVISION DESCRIPTION	DATE

ICONIC CONSULTING GROUP, INC.
1111 13TH STREET, SUITE 403
KANSAS CITY, MO 64141
OFFICE: 816.888.4141
WWW.ICONICCG.COM

THIS DOCUMENT IS RELEASED FOR THE PURPOSES OF **PRELIMINARY REVIEW** UNDER AUTHORITY OF JEFFREY E. BRISCOE, P.E. 2025024116 ON 10/08/2025 IT MAY NOT BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES

SULLIVAN RANCH DEVELOPMENT
CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI, 64029

PROPOSED DRAINAGE PLAN

DESIGN:	AC
CHECK:	JB
DRAWN:	AC
DATE:	10/08/2025
SCALE:	1" = 100'

PROJECT NO. 20251057001

SHEET NO. CG101

Received
10/13/2025 2:12:58 PM

THE EXAMINER

AFFIDAVIT OF PUBLICATION

State of Florida, County of Broward, ss:

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

Publication Dates:

- Sep 6, 2025

Printer's Fee: $224.84

Anjana Bhadoriya

Agent

SHERI SMITH
Notary Public - State of Florida
Commission # HH269383
Expires on May 31, 2026

VERIFICATION

State of Florida
County of Broward

Signed or attested before me on this: 09/08/2025

S Smith

Notary Public

Notarized remotely online using communication technology via Proof.

PUBLIC NOTICE

Rezoning | RZ-07-25-9646
General Development Plan | GDP-07-25-9647
"Sullivan Ranch Development"
E Wyatt Road and S. Litchford Road
Parcel # 41-700-03-03-00-0-00-000; Parcel #54-100-02-03-00-0-00-000

Notice is hereby given that a public hearing will be held by the Planning Commission of the City of Blue Springs on **Monday, September 22, 2025 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, Charles J. Robinson, CJR, on behalf of the property owner, Land Bank of Blue Springs Missouri, for consideration to rezone from "AG" (Agriculture) to "SF-7" (Single-Family)(RZ-07-25-9646) for 69 +/- acres for a neighborhood development with a General Development Plan (GDP-07-25-9647) located south of Wyatt Road and East of South Litchford Road. 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:

A TRACT OF LAND PARTLY IN SECTION 16 AND PARTLY IN SECTION 21, WHOLLY IN TOWNSHIP 48 NORTH OF THE BASE LINE, RANGE 30 WEST OF THE 5TH PRINCIPAL MERIDIAN, BLUE SPRINGS, JACKSON COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 16-48-30; THENCE WITH THE WEST LINE OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ SECTION 16-48-30, N01°36'41"E, 991.16' TO THE NORTHWEST CORNER OF THE SOUTH 30.00 ACRES OF THE WEST ½ OF THE SOUTHWEST ¼, SECTION 16-48-30; THENCE WITH THE NORTH LINE OF SAID SOUTH 30.00

ACRES, S88°38'46"E, 1319.51' TO THE NORTHEAST CORNER OF THE AFORESAID SOUTH 30.00 ACRES OF THE WEST ½ OF THE SOUTHWEST ¼, SECTION 16-48-30; THENCE WITH THE EAST LINE OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼, SECTION 30-48-30, S01°44'01"W, 991.17' TO THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF THE NORTHWEST ¼, SECTION 21-48-30; THENCE WITH THE EAST LINE OF SAID ¼, ¼ SECTION, S01°54'38"W, 1331.09' TO THE SOUTHEAST CORNER OF THE NORTHWEST ¼ OF THE NORTHWEST ¼, SECTION 21-48-30; THENCE WITH THE SOUTH LINE OF THE NORTHWEST ¼ OF THE NORTHWEST ¼, SECTION 21-48-30, N88°18'29"W, 1318.36' TO THE SOUTHWEST CORNER OF AFORESAID ¼, ¼ SECTION; THENCE WITH THE WEST LINE OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼, SECTION 21-48-30, N01°57'16"E, 1323.32' BACK TO THE POINT OF BEGINNING.

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

The City Council of the City of Blue Springs will also hold a public hearing on the above noted General Development Plan / GDP-07-25-9647 and Rezoning/ RZ-07-25-9646 on **Monday, October 06, 2025, 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 06, 2025
E-MAIL TO THE EXAMINER: legals@examiner.net
09/03/2025

Published in the Examiner, Sep 6, 2025

3831100

FirstName	Address1	Address2	City	State	Zip
HARRIS FAMILY TRUST DATED 12/28/2021	2330 COLORADO DR		JOPLIN	MO	64804
UNDERWOOD MARTIN L & S SUSAN	29110 E WYATT RD		GRAIN VALLEY	MO	64029
S DONALD DEWAYNE & PAMELA K | DAVIS PATRICK MIC	8505 S LITCHFORD RD		GRAIN VALLEY	MO	64029
PYLE CHRIS & REBECCA	29201 MAJOR RD		GRAIN VALLEY	MO	64029
CRAIG ROBERT T	8633 E 96TH TER		KANSAS CITY	MO	64134
DRULEY DAVID A & TIFFANY N	29405 E HARRIS POTTS RD		GRAIN VALLEY	MO	64029
DRAGON REVOCABLE TRUST DATED MAY 26, 2023	29602 E HARRIS POTTS RD		GRAIN VALLEY	MO	64029
WOCHNER REGINA M & KNUST DAVID A	8312 S LITCHFORD RD		GRAIN VALLEY	MO	64029
JK LARKIN LLC	PO BOX 457		BLUE SPRINGS	MO	64013
EVANS JERRY W & KARIN F	29614 E HARRIS-POTTS RD		GRAIN VALLEY	MO	64029
HOUGHTON SHIRLEY A	29605 E HARRIS POTTS RD		GRAIN VALLEY	MO	64029
CORE THERAPIES LLC	316 NE OAK RIDGE DR		LEES SUMMIT	MO	64064
SMITH STEVEN E & DAWN L	29509 E HARRIS POTTS RD		GRAIN VALLEY	MO	64029

Blue Springs, Missouri
Community Development

August 22, 2025

Ref: Public Hearing: Rezoning | RZ-07-25-9646
General Development Plan | GDP-07-25-9647
"Sullivan Ranch"
East of S Litchford and South of E.Wyatt Road
Parcel # 41-700-03-03-00-0-00-000 & 54-100-02-03-00-0-00-000

Dear Property Owner:

A Public Hearing will be held by the Planning Commission and the City Council of the City of Blue Springs to receive comments from interested parties and citizens relative to a request by the applicant, Charles Robinson of CJR Development for consideration to rezone from "AG" (Agriculture) to "SF-7" (Single-Family) (RZ-07-25-9646) for the 69 +/- acres for a neighborhood development with a General Development Plan (GDP-07-25-9647) located south of Wyatt Road and East of Shrout Road.

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:

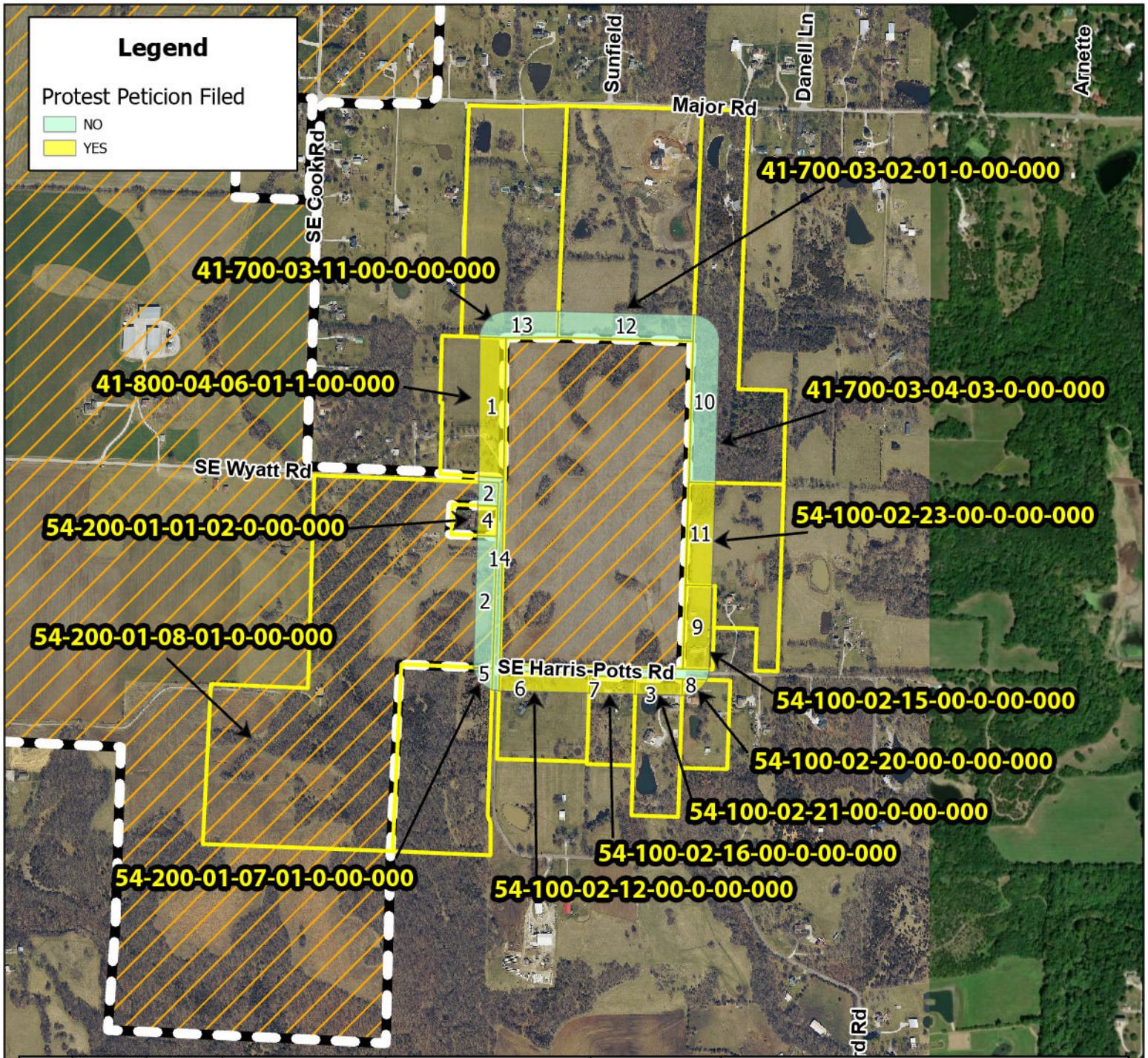
Planning Commission - Monday, September 22, 2025 @ 6:30 p.m.
&
City Council – Monday, October 06, 2025 @ 6:00 p.m.

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

Traci Breshears
Administrative Assistant



Map ID	Percent of Total	Filed Petition	Parcel_Number	Situs Address	Situs City	Owner Name
1	12.36	YES	41-800-04-06-01-1-00-000	29110 E WYATT RD	UNINCORPORATED	UNDERWOOD MARTIN L & S SUSAN
2	10.48	NO	54-200-01-08-01-0-00-000	28901 SE WYATT RD	BLUE SPRINGS	JK LARKIN LLC
3	2.65	YES	54-100-02-21-00-0-00-000	29509 E HARRIS POTTS RD	UNINCORPORATED	SMITH STEVEN E & DAWN L
4	2.05	YES	54-200-01-01-02-0-00-000	8312 S LITCHFORD RD	UNINCORPORATED	WOCHNER REGINA M & KNUST DAVID A
5	1.01	NO	54-200-01-07-01-0-00-000	8606 S LITCHFORD RD	UNINCORPORATED	CRAIG ROBERT T
6	6.18	YES	54-100-02-12-00-0-00-000	8505 S LITCHFORD RD	UNINCORPORATED	DAVIS DONALD DEWAYNE & PAMELA K | DAVIS PATRICK MICHAEL
7	2.66	YES	54-100-02-16-00-0-00-000	29405 E HARRIS POTTS RD	UNINCORPORATED	DRULEY DAVID A & TIFFANY N
8	0.98	YES	54-100-02-20-00-0-00-000	29605 E HARRIS POTTS RD	UNINCORPORATED	HOUGHTON SHIRLEY A
9	7.57	YES	54-100-02-15-00-0-00-000	29602 E HARRIS POTTS RD	UNINCORPORATED	DRAGON REVOCABLE TRUST DATED MAY 26, 2023
10	14.64	NO	41-700-03-04-03-0-00-000	29605 E MAJOR RD	UNINCORPORATED	CORE THERAPIES LLC
11	9.38	YES	54-100-02-23-00-0-00-000	29614 E HARRIS AND POTT RD	UNINCORPORATED	EVANS JERRY W & KARIN F
12	12.23	NO	41-700-03-02-01-0-00-000	29501 E MAJOR RD	UNINCORPORATED	HARRIS FAMILY TRUST DATED 12/28/2021
13	6.52	NO	41-700-03-11-00-0-00-000	29201 E MAJOR RD	UNINCORPORATED	PYLE CHRIS & REBECCA
14	10.80	NO	Public Road Up To Parcel Boundary Was Excluded			

Parcels with the Map ID of 1,3, 4, 6, 7, 8, 9, & 11 total 43.82%

The City of Blue Springs Missouri

PROTEST PETITION MAP
Parcels # 41-700-03-3-00-0-00-000 &
54-100-02-3-00-0-00-000

N

1" = 1,000'

Date: 08/08/25

Map ID	Percent of Total	Filed Petition	Parcel_Number	Situs Address	Situs City	Owner Name
1	12.36	YES	41-800-04-06-01-1-00-000	29110 E WYATT RD	UNINCORPORATED	UNDERWOOD MARTIN L & S SUSAN
2	10.48	NO	54-200-01-08-01-0-00-000	28901 SE WYATT RD	BLUE SPRINGS	JK LARKIN LLC
3	2.65	YES	54-100-02-21-00-0-00-000	29509 E HARRIS POTTS RD	UNINCORPORATED	SMITH STEVEN E & DAWN L
4	2.05	YES	54-200-01-01-02-0-00-000	8312 S LITCHFORD RD	UNINCORPORATED	WOCHNER REGINA M & KNUST DAVID A
5	1.01	NO	54-200-01-07-01-0-00-000	8606 S LITCHFORD RD	UNINCORPORATED	CRAIG ROBERT T
6	6.18	YES	54-100-02-12-00-0-00-000	8505 S LITCHFORD RD	UNINCORPORATED	DAVIS DONALD DEWAYNE & PAMELA K | DAVIS PATRICK MICHAEL
7	2.66	YES	54-100-02-16-00-0-00-000	29405 E HARRIS POTTS RD	UNINCORPORATED	DRULEY DAVID A & TIFFANY N
8	0.98	YES	54-100-02-20-00-0-00-000	29605 E HARRIS POTTS RD	UNINCORPORATED	HOUGHTON SHIRLEY A
9	7.57	YES	54-100-02-15-00-0-00-000	29602 E HARRIS POTTS RD	UNINCORPORATED	DRAGON REVOCABLE TRUST DATED MAY 26, 2023
10	14.64	NO	41-700-03-04-03-0-00-000	29605 E MAJOR RD	UNINCORPORATED	CORE THERAPIES LLC
11	9.38	YES	54-100-02-23-00-0-00-000	29614 E HARRIS AND POTT RD	UNINCORPORATED	EVANS JERRY W & KARIN F
12	12.23	NO	41-700-03-02-01-0-00-000	29501 E MAJOR RD	UNINCORPORATED	HARRIS FAMILY TRUST DATED 12/28/2021
13	6.52	NO	41-700-03-11-00-0-00-000	29201 E MAJOR RD	UNINCORPORATED	PYLE CHRIS & REBECCA
14	10.80	NO	Public Road Up To Parcel Boundary Was Excluded			

1	12.36	YES	41-800-04-06-01-1-00-000	29110 E WYATT RD	UNINCORPORATED	UNDERWOOD MARTIN L & S SUSAN
7	2.66	YES	54-100-02-16-00-0-00-000	29405 E HARRIS POTTS RD	UNINCORPORATED	DRULEY DAVID A & TIFFANY N
8	0.98	YES	54-100-02-20-00-0-00-000	29605 E HARRIS POTTS RD	UNINCORPORATED	HOUGHTON SHIRLEY A
9	7.57	YES	54-100-02-15-00-0-00-000	29602 E HARRIS POTTS RD	UNINCORPORATED	DRAGON REVOCABLE TRUST DATED MAY 26, 2023
11	9.38	YES	54-100-02-23-00-0-00-000	29614 E HARRIS AND POTT RD	UNINCORPORATED	EVANS JERRY W & KARIN F
3	2.65	YES	54-100-02-21-00-0-00-000	29509 E HARRIS POTTS RD	UNINCORPORATED	SMITH STEVEN E & DAWN L
4	2.05	YES	54-200-01-01-02-0-00-000	8312 S LITCHFORD RD	UNINCORPORATED	WOCHNER REGINA M & KNUST DAVID A
6	6.18	YES	54-100-02-12-00-0-00-000	8505 S LITCHFORD RD	UNINCORPORATED	DAVIS DONALD DEWAYNE & PAMELA K | DAVIS PATRICK MICHAEL
TOTAL	**PERCENTAGE**	**43.82**				

ZONING PROTEST PETITION TO THE CITY COUNCIL OF BLUE SPRINGS, MISSOURI

Please take notice that the undersigned, being the owners of property [within an area 185 feet from the property or district proposed to be rezoned] [or] [within the area to be rezoned] by the City Council, Rezoning Amendment No. RZ-07-25-9646, do protest and object to said proposed rezoning. This protest is given in contemplation of the provisions of City Code Section 403.030.C and applicable laws. Petitions must be filed with the City Clerk's Office.

RECORD OWNER NAME(S) Steven E. Smith and Dawn L. Smith
ADDRESS or COUNTY PARCEL # 29509 E. Harris Potts Rd, Grain Valley, MO 64029
Signature Steven E. Smith
Print name Steven E. Smith
Signature Dawn L. Smith
Print name Dawn L. Smith

RECORDS OWNER NAME(S) _____
ADDRESS or COUNTY PARCEL # _____
Signature _____
Print name _____
Signature _____
Print name _____

Please print your name underneath your signature.

****

PLEASE NOTE: All owners of record should sign the petition identical or nearly identical as shown on the deed (or corresponding tax records) in order for their property to be included in the required thirty (30%) percent. The notary executing this petition must witness all signatures (A notary may notarize a group of signatures so long as it is clear that the particular persons signed in front of the notary.).

****

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 10th day of November, 2025, before me personally appeared the above named persons listed on this page to me known to be the person or persons described herein and who executed the foregoing instrument and acknowledged that [she] [he] [they][1] executed the same as [her] [his] [their] free act and deed[2]. In testimony whereof, I have hereunto set my hand and affixed my official seal on the day and year first above written.

Pamela J. Morse
Notary Public
My Commission Expires: 11/05/2026

PAMELA J. MORSE
Notary Public ~ Notary Seal
Jackson County, State of Missouri
My Commission Expires: Nov. 5, 2026
Commission # 09409402

[1] Where words appear in bracket, chose the appropriate word.

[2] For a business entity, add the phrase "and acknowledged that [she] [he] [they] was duly authorized by the [corporation] [partnership] [limited liability company] to sign."

ZONING PROTEST PETITION TO THE CITY COUNCIL OF BLUE SPRINGS, MISSOURI

Please take notice that the undersigned, being the owners of property [within an area 185 feet from the property or district proposed to be rezoned] [or] [within the area to be rezoned] by the City Council, Rezoning Amendment No. RZ-07-25-9646, do protest and object to said proposed rezoning. This protest is given in contemplation of the provisions of City Code Section 403.030.C and applicable laws. Petitions must be filed with the City Clerk's Office.

RECORD OWNER NAME(S) Donald DeWayne DAVIS Pamela K. DAVIS, Patrick Michael DAVIS
ADDRESS or COUNTY PARCEL # 8305 South Litchford Road Grain Valley Mo 64029
Signature
Print name Donald DeWayne DAVIS
Signature
Print name Pamela K. DAVIS

RECORDS OWNER NAME(S) Same as above
ADDRESS or COUNTY PARCEL # Same as above
Signature
Print name Patrick Michael DAVIS
Signature
Print name Patrick Michael

Please print your name underneath your signature.

****

PLEASE NOTE: All owners of record should sign the petition identical or nearly identical as shown on the deed (or corresponding tax records) in order for their property to be included in the required thirty (30%) percent. The notary executing this petition must witness all signatures (A notary may notarize a group of signatures so long as it is clear that the particular persons signed in front of the notary.).

****

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 10th day of November, 2025, before me personally appeared the above named persons listed on this page to me known to be the person or persons described herein and who executed the foregoing instrument and acknowledged that [she] [he] [they][1] executed the same as [her] [his] [their] free act and deed[2]. In testimony whereof, I have hereunto set my hand and affixed my official seal on the day and year first above written.

Notary Public
My Commission Expires: 3/18/2028

YOGINI PATEL
My Commission Expires
03-18-2028
NOTARY SEAL
Jackson
County
Commission # 24343444
NOTARY PUBLIC - STATE OF MISSOURI

[1] Where words appear in bracket, chose the appropriate word.

[2] For a business entity, add the phrase "and acknowledged that [she] [he] [they] was duly authorized by the [corporation] [partnership] [limited liability company] to sign."

ZONING PROTEST PETITION TO THE CITY COUNCIL OF BLUE SPRINGS, MISSOURI

Please take notice that the undersigned, being the owners of property [within an area 185 feet from the property or district proposed to be rezoned] [or] [within the area to be rezoned] by the City Council, Rezoning Amendment No. RZ- 07-25-9646, do protest and object to said proposed rezoning. This protest is given in contemplation of the provisions of City Code Section 403.030.C and applicable laws. Petitions must be filed with the City Clerk's Office.

RECORD OWNER NAME(S) Cody Dragon
ADDRESS or COUNTY PARCEL # 29602 E. Harris Potts Rd.
Signature
Print name Cody Dragon
Signature
Print name

RECORDS OWNER NAME(S) Alicia Dragon
ADDRESS or COUNTY PARCEL # 29602 E. Harris Potts Rd Grnvo
Signature
Print name Alicia Dragon
Signature
Print name

Please print your name underneath your signature.

****

PLEASE NOTE: All owners of record should sign the petition identical or nearly identical as shown on the deed (or corresponding tax records) in order for their property to be included in the required thirty (30%) percent. The notary executing this petition must witness all signatures (A notary may notarize a group of signatures so long as it is clear that the particular persons signed in front of the notary.).

****

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 5 day of November, 2025, before me personally appeared the above named persons listed on this page to me known to be the person or persons described herein and who executed the foregoing instrument and acknowledged that [she] [he] [they][1] executed the same as [her] [his] [their] free act and deed[2]. In testimony whereof, I have hereunto set my hand and affixed my official seal on the day and year first above written.

Notary Public
My Commission Expires: 10-27-26

JEFFREY R. DUNCAN
NOTARY PUBLIC, NOTARY SEAL
STATE OF MISSOURI
Commissioned for Jackson County
Commission Number 14393562
My Commission Expires Oct. 27, 2026

[1] Where words appear in bracket, chose the appropriate word.

[2] For a business entity, add the phrase "and acknowledged that [she] [he] [they] was duly authorized by the [corporation] [partnership] [limited liability company] to sign."

ZONING PROTEST PETITION TO THE CITY COUNCIL OF BLUE SPRINGS, MISSOURI

Please take notice that the undersigned, being the owners of property [within an area 185 feet from the property or district proposed to be rezoned] [or] [within the area to be rezoned] by the City Council, Rezoning Amendment No. RZ-07-25-9646, do protest and object to said proposed rezoning. This protest is given in contemplation of the provisions of City Code Section 403.030.C and applicable laws. Petitions must be filed with the City Clerk's Office.

RECORD OWNER NAME(S) DAVID A. Dudley Tiffany N. Dudley
ADDRESS or COUNTY PARCEL # 29405 EAST HARRISPOTTS RD. GRAIN VALLEY, MO. 64029
Signature _____
Print name DAVID A. Dudley
Signature _____
Print name Tiffany N. Dudley

RECORDS OWNER NAME(S) _____
ADDRESS or COUNTY PARCEL # _____
Signature _____
Print name _____
Signature _____
Print name _____

Please print your name underneath your signature.

****

PLEASE NOTE: All owners of record should sign the petition identical or nearly identical as shown on the deed (or corresponding tax records) in order for their property to be included in the required thirty (30%) percent. The notary executing this petition must witness all signatures (A notary may notarize a group of signatures so long as it is clear that the particular persons signed in front of the notary.).

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STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 7th day of November, 2025, before me personally appeared the above named persons listed on this page to me known to be the person or persons described herein and who executed the foregoing instrument and acknowledged that [she] [he] [they][1] executed the same as [her] [his] [their] free act and deed[2]. In testimony whereof, I have hereunto set my hand and affixed my official seal on the day and year first above written.

_____
Notary Public
My Commission Expires: 05-25-2027

ZANE MORIARTY
NOTARY PUBLIC NOTARY SEAL #23800551
My Commission Expires 05/25/2027
Jackson County
STATE OF MISSOURI

[1] Where words appear in bracket, chose the appropriate word.

[2] For a business entity, add the phrase "and acknowledged that [she] [he] [they] was duly authorized by the [corporation] [partnership] [limited liability company] to sign."

ZONING PROTEST PETITION TO THE CITY COUNCIL OF BLUE SPRINGS, MISSOURI

Please take notice that the undersigned, being the owners of property [within an area 185 feet from the property or district proposed to be rezoned] [or] [within the area to be rezoned] by the City Council, Rezoning Amendment No. RZ-07-25-9646, do protest and object to said proposed rezoning. This protest is given in contemplation of the provisions of City Code Section 403.030.C and applicable laws. Petitions must be filed with the City Clerk's Office.

RECORD OWNER NAME(S) KARIN F. EVANS
ADDRESS or COUNTY PARCEL # 29614 E. Harris Potts, Grain Valley, MO 64029
Signature Karin F. Evans
Print name KARIN F. EVANS
Signature _____
Print name _____

RECORDS OWNER NAME(S) _____
ADDRESS or COUNTY PARCEL # _____
Signature _____
Print name _____
Signature _____
Print name _____

Please print your name underneath your signature.

****

PLEASE NOTE: All owners of record should sign the petition identical or nearly identical as shown on the deed (or corresponding tax records) in order for their property to be included in the required thirty (30%) percent. The notary executing this petition must witness all signatures (A notary may notarize a group of signatures so long as it is clear that the particular persons signed in front of the notary.).

****

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 6th day of November, 2025, before me personally appeared the above named persons listed on this page to me known to be the person or persons described herein and who executed the foregoing instrument and acknowledged that [she] [he] [they][1] executed the same as [her] [his] [their] free act and deed[2]. In testimony whereof, I have hereunto set my hand and affixed my official seal on the day and year first above written.

Hillary D. Eckstein
Notary Public
My Commission Expires: 01/26/2029

HILLARY D. ECKSTEIN
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES JANUARY 26, 2029
JACKSON COUNTY
COMMISSION #13690381

[1] Where words appear in bracket, chose the appropriate word.

[2] For a business entity, add the phrase "and acknowledged that [she] [he] [they] was duly authorized by the [corporation] [partnership] [limited liability company] to sign."

CORRECTED MISSOURI WARRANTY DEED

Date: 9/5/2015, 2015

"Grantors": JERRY W. EVANS and KARIN F. EVANS husband and wife, of Jackson County, Missouri.
29612 East Harris Potts Road
Grain Valley, Missouri 64029

"Grantee": JERRY W. EVANS and KARIN F. EVANS, as Co-Trustees of the JERRY W. EVANS and KARIN F. EVANS Co-Grantor Trust Agreement, dated July 22, 2015.
29612 East Harris Potts Road
Grain Valley, Missouri 64029

WITNESSETH: THAT THE SAID GRANTORS, in consideration of the sum of Ten Dollars and other valuable consideration to them paid by said Grantee (the receipt of which is hereby acknowledged), do by these presents, Grant, Bargain and Sell, Convey and Confirm unto the said Grantee its successors and assigns, the following described lots, tracts or parcels of land lying, being and situated in the County of Jackson and State of Missouri, to-wit:

Re-recording to correct Deed. #2015E0077428.

Lots 1 and 2 of REPLAT OF JAMISON MANOR Tract I, a subdivision in Jackson County, Missouri, according to the recorded plat thereof.

Subject to easements and reservations of record, if any.

TO HAVE AND TO HOLD The premises aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto the said Grantee and unto its successors and assigns forever; the said Grantors hereby covenanting that they are lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by them or those under whom they claim and that they will warrant and defend the title to the said premises unto the said Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said Grantors part have hereunto set their hand the day and year above written.

JERRY W. EVANS

KARIN F. EVANS

ZONING PROTEST PETITION TO THE CITY COUNCIL OF BLUE SPRINGS, MISSOURI

Please take notice that the undersigned, being the owners of property [within an area 185 feet from the property or district proposed to be rezoned] [or] [within the area to be rezoned] by the City Council, Rezoning Amendment No. RZ-0725946, do protest and object to said proposed rezoning. This protest is given in contemplation of the provisions of City Code Section 403.030.C and applicable laws. Petitions must be filed with the City Clerk's Office.

RECORD OWNER NAME(S) Shirley Ann Houghton
ADDRESS or COUNTY PARCEL # 24605 Harris-Potts Rd Grain Valley, Mo. 64029
Signature Shirley Ann Houghton
Print name Shirley Ann Houghton
Signature _____
Print name _____

RECORDS OWNER NAME(S) _____
ADDRESS or COUNTY PARCEL # _____
Signature _____
Print name _____
Signature _____
Print name _____

Please print your name underneath your signature.

****

PLEASE NOTE: All owners of record should sign the petition identical or nearly identical as shown on the deed (or corresponding tax records) in order for their property to be included in the required thirty (30%) percent. The notary executing this petition must witness all signatures (A notary may notarize a group of signatures so long as it is clear that the particular persons signed in front of the notary.).

****

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 5th day of November, 2025, before me personally appeared the above named persons listed on this page to me known to be the person or persons described herein and who executed the foregoing instrument and acknowledged that [she] [he] [they][1] executed the same as [her] [his] [their] free act and deed[2]. In testimony whereof, I have hereunto set my hand and affixed my official seal on the day and year first above written.

Alicia Dragon
Notary Public
My Commission Expires: 5/14/2026

ALICIA DRAGON
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES MAY 14, 2026
JACKSON COUNTY
COMMISSION #14884667

[1] Where words appear in bracket, chose the appropriate word.

[2] For a business entity, add the phrase "and acknowledged that [she] [he] [they] was duly authorized by the [corporation] [partnership] [limited liability company] to sign."

ZONING PROTEST PETITION TO THE CITY COUNCIL OF BLUE SPRINGS, MISSOURI

Please take notice that the undersigned, being the owners of property [within an area 185 feet from the property or district proposed to be rezoned] [or] [within the area to be rezoned] by the City Council, Rezoning Amendment No. RZ-07-25-9646, do protest and object to said proposed rezoning. This protest is given in contemplation of the provisions of City Code Section 403.030.C and applicable laws. Petitions must be filed with the City Clerk's Office.

RECORD OWNER NAME(S) REGINA M. WOCHNER
ADDRESS or COUNTY PARCEL # 54-200-01-01-02-00-0-000
Signature _____
Print name _____
Signature Regina M. Wochner
Print name Regina M. Wochner

RECORDS OWNER NAME(S) DAVID A. KNUST
ADDRESS or COUNTY PARCEL # 54-200-01-01-02-00-0-000
Signature _____
Print name _____
Signature [signature]
Print name David A. KNUST

Please print your name underneath your signature.

****

PLEASE NOTE: All owners of record should sign the petition identical or nearly identical as shown on the deed (or corresponding tax records) in order for their property to be included in the required thirty (30%) percent. The notary executing this petition must witness all signatures (A notary may notarize a group of signatures so long as it is clear that the particular persons signed in front of the notary.).

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STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 8 day of November, 2025, before me personally appeared the above named persons listed on this page to me known to be the person or persons described herein and who executed the foregoing instrument and acknowledged that [she] [he] [they][1] executed the same as [her] [his] [their] free act and deed[2]. In testimony whereof, I have hereunto set my hand and affixed my official seal on the day and year first above written.

Madelyn K. Easley
Notary Public
My Commission Expires: 08-25-2029

MADELYN K EASLEY
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 25152114
My Commission Expires 08-25-2029

[1] Where words appear in bracket, chose the appropriate word.

[2] For a business entity, add the phrase "and acknowledged that [she] [he] [they] was duly authorized by the [corporation] [partnership] [limited liability company] to sign."

ZONING PROTEST PETITION TO THE CITY COUNCIL OF BLUE SPRINGS, MISSOURI

Please take notice that the undersigned, being the owners of property [within an area 185 feet from the property or district proposed to be rezoned] [or] [within the area to be rezoned] by the City Council, Rezoning Amendment No. RZ-07-25-9646, do protest and object to said proposed rezoning. This protest is given in contemplation of the provisions of City Code Section 403.030.C and applicable laws. Petitions must be filed with the City Clerk's Office.

RECORD OWNER NAME(S) Martin L. Underwood/S. Susan Underwood
ADDRESS or COUNTY PARCEL # 29110 E. Wyatt Rd. Grain Valley Mo. 64029
Signature Martin L. Underwood
Print name Martin L. Underwood
Signature S. Susan Underwood
Print name S. Susan Underwood

RECORDS OWNER NAME(S) _____
ADDRESS or COUNTY PARCEL # _____
Signature _____
Print name _____
Signature _____
Print name _____

Please print your name underneath your signature.

****

PLEASE NOTE: All owners of record should sign the petition identical or nearly identical as shown on the deed (or corresponding tax records) in order for their property to be included in the required thirty (30%) percent. The notary executing this petition must witness all signatures (A notary may notarize a group of signatures so long as it is clear that the particular persons signed in front of the notary.).

****

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 5th day of November, 2025, before me personally appeared the above named persons listed on this page to me known to be the person or persons described herein and who executed the foregoing instrument and acknowledged that [she] [he] [they][1] executed the same as [her] [his] [their] free act and deed[2]. In testimony whereof, I have hereunto set my hand and affixed my official seal on the day and year first above written.

Emily Geiser
Notary Public
My Commission Expires: 11/28/2025

EMILY GEISER
Notary Public-Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires 11/28/2025
Commission # 17555870

[1] Where words appear in bracket, chose the appropriate word.

[2] For a business entity, add the phrase "and acknowledged that [she] [he] [they] was duly authorized by the [corporation] [partnership] [limited liability company] to sign."

Introduced by Councilmember _____ BILL NO. 5363
(RZ-07-25-9646)

ORDINANCE NO. _____

AN ORDINANCE REZONING PROPERTY FROM "AG-C" (AGRICULTURE-COUNTY) TO "SF-7" (SINGLE-FAMILY RESIDENTIAL DISTRICT)

WHEREAS, proper application having been made to rezone the property hereinafter described; and

WHEREAS, the applicant has requested rezoning from "AG-C" (Agriculture-County) to "SF-7" (Single-Family Residential District); 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 October 27, 2025; Planning Commission, after said hearing did not recommend approval; and

WHEREAS, the City Council, having reviewed the application, staff report, public testimony, and the Planning Commission recommendation, finds the application complies with the applicable review criteria of the Unified Development Code and is appropriate for approval notwithstanding the Planning Commission's recommendation; and

WHEREAS, thereafter a public hearing was held by the City Council on November 17, 2025; 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.

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 rezoned from "AG-C" (Agriculture-County) to "SF-7" (Single-Family Residential District). The site is legally described as follows:

A tract of land partly in Section 16 and partly in Section 21, wholly in Township 48 North of the Base line, Range 30 West of the 5th Principal Meridian, Blue Springs, Jackson County, Missouri, and being more particularly described as follows: Beginning at the Southwest corner of Section 16-48-30; thence with the West line of the Southwest ¼ of the Southwest ¼ Section 16-48-30, N01°36'41"E, 991.16' to the Northwest corner of the South 30.00 acres of the West ½ of the Southwest ¼, Section 16-48-30; thence with the North line of said South 30.00 acres, S88°38'46"E, 1319.51' to the Northeast corner of the aforesaid South 30.00 acres of the West ½ of the Southwest ¼, Section 16-48-30; thence with the East line of the Southwest ¼ of the Southwest ¼, Section 30-48-30, S01°44'01"W, 991.17' to the Northeast corner of the Northwest ¼ of the Northwest ¼, Section 21-48-30; thence with the East line of said ¼, ¼ section, S01°54'38"W, 1331.09' to the Southeast corner of the Northwest ¼ of the Northwest ¼, Section 21-48-30; thence with the South line of the Northwest ¼ of

the Northwest ¼, Section 21-48-30, N88°18'29"W, 1318.36' to the Southwest corner of aforesaid ¼, ¼ section; thence with the West line of the Southwest ¼ of the Southwest ¼, Section 21-48-30, N01°57'16"E, 1323.32' back to the Point of Beginning.

Section 2. The "SF-7" (Single-Family Residential District) zoning designation shall be effective upon approval by the City Council.

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 17th day of November 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

Introduced by Councilmember _____ BILL NO. 5364
(GDP-07-25-9647)

ORDINANCE NO. _____

AN ORDINANCE APPROVING A GENERAL DEVELOPMENT PLAN FOR SULLIVAN RANCH LOCATED EAST OF SE WYATT ROAD AND SE LITCHFORD ROAD, BLUE SPRINGS, JACKSON COUNTY, MISSOURI

WHEREAS, proper application having been made to approve a General Development Plan for property hereinafter described; and

WHEREAS, after review of the General Development Plan with respect to such issues as density, the impact to surrounding areas, the adequacy of facilities and services, and compliance with development regulations to achieve quality development, and it has been determined that the application meets applicable requirements; and

WHEREAS, in accordance with Title IV, Unified Development Code of the Municipal Code (UDC) 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 October 27, 2025; Planning Commission, after said hearing, and did not recommend approval of the General Development Plan; and

WHEREAS, thereafter a public hearing was held by City Council on November 17, 2025; 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 Council, after reviewing the application, staff report, public testimony, and the record of proceedings, finds that the proposed General Development Plan meets the applicable review criteria of the Unified Development Code, and therefore determines that approval is appropriate notwithstanding the Planning Commission's recommendation of denial; and

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

Section 1. The following described tract of real estate is hereby declared subject to the General Development Plan for Sullivan Ranch. The site is legally described as:

A tract of land partly in Section 16 and partly in Section 21, wholly in Township 48 North of the Base line, Range 30 West of the 5th Principal Meridian, Blue Springs, Jackson County, Missouri, and being more particularly described as follows: Beginning at the Southwest corner of Section 16-48-30; thence with the West line of the Southwest ¼ of the Southwest ¼ Section 16-48-30, N01°36'41"E, 991.16' to the Northwest corner of the South 30.00 acres of the West ½ of the Southwest ¼, Section 16-48-30; thence with the North line of said South 30.00 acres, S88°38'46"E, 1319.51' to the Northeast corner of the aforesaid South 30.00 acres of the West ½ of the Southwest ¼, Section 16-48-30; thence with the East line of the Southwest ¼ of the Southwest ¼, Section 30-

48-30, S01°44'01"W, 991.17' to the Northeast corner of the Northwest ¼ of the Northwest ¼, Section 21-48-30; thence with the East line of said ¼, ¼ section, S01°54'38"W, 1331.09' to the Southeast corner of the Northwest ¼ of the Northwest ¼, Section 21-48-30; thence with the South line of the Northwest ¼ of the Northwest ¼, Section 21-48-30, N88°18'29"W, 1318.36' to the Southwest corner of aforesaid ¼, ¼ section; thence with the West line of the Southwest ¼ of the Southwest ¼, Section 21-48-30, N01°57'16"E, 1323.32' back to the Point of Beginning.

Section 2. No land covered within this General Development Plan, or contained within the area described by Section 1 of this Ordinance, may be developed except in compliance with the General Development Plan approved herein by the City of Blue Springs or hereinafter revised, and the requirements of said General Development Plan shall include any staff recommendations contained in the staff report and presented to the Planning Commission at its October 27, 2025, meeting and to the City Council at its November 17, 2025, meeting, and approved by the City Council as conditions of development passage by this Ordinance and of this General Development Plan, and shall be deemed to include those conditions in addition to those contained in the UDC and in documents and drawings submitted to the Planning Commission and City Council and approved hereby, including the following conditions:

1. Approval by the City Council based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC.
2. Adequate public facilities and services are available or will be provided; and
3. The development will not negatively impact surrounding properties; and
4. The development meets the applicable review criteria of the Unified Development Code.

These findings support approval of the General Development Plan notwithstanding the Planning Commission's recommendation of denial.

Section 3. The base zoning district standards and other applicable regulations of the Unified Development Code shall control development within the General Development Plan.

Section 4. An Administrative Site Plan Design Review shall be submitted and approved prior to the installation of landscaping and/or buffers in each phase and prior to the approval and recording of the Final Plat for that phase. Approval of the Administrative Site Plan Design Review shall only be granted if it is in substantial compliance with the approved General Development Plan.

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

Section 6. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 17th day of November 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

CITY OF BLUE SPRINGS, MISSOURI

CITY COUNCIL
November 17, 2025

EXHIBITS FOR PUBLIC HEARING

COLBERN FARMS
REZONING AND GENERAL DEVELOPMENT PLAN
(RZ-08-25-9668) AND (GDP-09-25-9690)

EXHIBIT #1 City Council Information Form dated October 28, 2025 with the following attachments: Staff report with attachments; Narrative with attachments; Affidavit of Publication in The Examiner on September 27, 2025; 185 foot Notification Map; Names/addresses of property owners within 185 ft of site; Copy of Resident letter to said property owners; Title IV Land Use Section; Blue Springs code of Ordinance (by reference); 2014 Comprehensive Plan (by reference; City of Blue Springs Strategic Plan 2025-2030 (by reference), Bill approving the Rezoning and Bill approving the General Development Plan for Colbern Farms

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: October 28, 2025

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

☒ Ordinance	☐ Resolution	☐ Presentation	☒ Public Hearing
☐ Contract	☐ Discussion	☐ Purchase	☐ Other

STRATEGIC PLAN PRIORITY

☐ Downtown Revitalization	☒ Balanced Growth	☐ Community Identity
☐ Infrastructure	☐ Community Safety	☐ Organizational Health

ISSUE/REQUEST

A public hearing is being held at the request of the applicant, Colby Dowell, KAT Excavation, on behalf of the property owners Sarai Jarnail & Manjit K, to rezone property from "GB-C" (General Business-Commercial) to "SF-7" (Single-Family Residential District) (RZ-08-25-9668) for a property located at 26100 E Colbern Road. The applicant is also requesting approval of a General Development Plan (GDP-09-25-9690) for Colbern Farms to allow for 34 single-family lots and three open space tracts on 16.67 +/- acres. Upon conclusion of the public hearing, a Bill rezoning the property to "SF-7" (Single-Family Residential District) and approving the General Development Plan will be ready for introduction and readings.

BACKGROUND/JUSTIFICATION

The applicant is requesting approval to rezone the subject property from "GB-C" (General Business-Commercial) to "SF-7" (Single-Family Residential District) for the property located at 26100 E Colbern Road.

The applicant is also requesting approval of a General Development Plan to allow for 34 single-family neighborhood lots and a walking trail. The subdivision will consist of various elevations, color schemes, and masonry materials. The single-family homes will be a minimum livable floor area of 1,700 square feet. The development will have a total of two access points, both located along Colbern Road. A 5-foot ADA compliant sidewalk will be required along the entire frontage of Colbern Farms. The plan includes front-loaded garages with one- to two-story conceptual elevations. Colbern Farms will be completed in a single phase. A minimum 25-foot buffer will be placed on the frontage of Colbern Road with a 6-foot-tall solid masonry wall.

Spanning a total of 16.67 +/- acres, the subdivision has a density of 2.03 dwelling units per acre, lower than the achievable densities if the property were developed in accordance with the Comprehensive Plan's S1 Specific Area Plan, which designates this subject property as a Mixed-Use Density Neighborhood. The City's Strategic Plan for 2025-2030 identifies "Balanced Growth" as a key strategic priority, reflecting the goal to expand and grow the community in a thoughtful and intentional manner that supports both residents and businesses. The plan emphasizes proactively identifying appropriate areas for different types of land uses, anticipating infrastructure and service needs ahead of development, and aligning public investment with private sector opportunities. By taking this forward-looking approach, the City aims to ensure that growth is supported by sufficient roads, utilities, parks, and other municipal

services so that new neighborhoods and commercial areas function effectively and maintain the quality of life that existing residents value.

On October 27, 2025, the Planning Commission held a public hearing where the Rezoning and General Development Plan was recommended for approval with conditions. There were two members of the public who spoke in opposition and one member of the public who spoke in support of the request.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
November 4, 2025	N/A

STAFF RECOMMENDATION

Staff recommends approval of the Rezoning (RZ-08-25-9668).

Staff recommends approval of the General Development Plan (GDP-09-25-9690) with the following conditions:

1. Approval by the City Council based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Planning Commission
Date:	October 27, 2025
Action:	Recommended Rezoning: 8 Aye 0 No Recommended General Development Plan with conditions: 8 Aye 0 No

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Staff report with attachments; Narrative with attachments; Affidavit of Publication in The Examiner on September 27, 2025; 185 foot Notification Map; Names/addresses of property owners within 185 ft of site; Copy of Resident letter to said property owners; Title IV Land Use Section; Blue Springs code of Ordinance (by reference); 2014 Comprehensive Plan (by reference; City of Blue Springs Strategic Plan 2025-2030 (by reference)
2. Bill approving the Rezoning
3. Bill approving the General Development Plan for Colbern Farms

REVIEWED BY:

Requesting Director: ***Mike Mallon***	Budget: ***N/A***
Legal: ***James Newell***	City Administrator: ***Christine Cates***

PLANNING APPLICATION REVIEW STAFF REPORT

Meeting Dates:	Planning Commission: October 27, 2025 City Council: November 3, 2025
Project Name:	***Colbern Farms***
Site Location:	26100 E Colbern Road
Project Request:	**RZ-08-25-9668**; Rezoning from "GB-C" (General Business-Commercial) to "SF-7" (Single-Family Residential District). **GDP-09-25-9690**; General Development Plan for the development of 34 single-family homes and a walking trail. **PP-08-25-9670**; Preliminary Plat for 34 single-family lots and three (3) open space tracts on 16.67 +/- acres.

Applicant: Colby Dowell | KAT Excavation
Property Owner: Sarai Jarnail S & Manjit K
Staff Planner: Shantele Frie | Associate Planner

Project Description: The applicant is requesting approval to rezone the subject property from "GB-C" (General Business-Commercial) and establish initial zoning of "SF-7" (Single-Family Residential District) for the property located at 26100 E Colbern Road. The applicant is also requesting approval of a General Development Plan for 34 single-family homes with a walking trail . The final request is for approval of a Preliminary Plat for 34 single family lots and three (3) open space tracts on 16.67 +/- acres.

Staff Recommendation: Staff recommends Approval of the Rezoning, and Approval of the General Development Plan and Preliminary Plat with conditions identified at the end of the staff report.

Previous Actions:

Date	Review Body	Action
04/19/2004	City Council	Approval of Chapman Farms Planned Unit Development Plan (R-4-2004)
04/12/2004	Planning Commission	Recommended approval of Chapman Farms Planed Unit Development Plan (R-4-2004)

Future Applications: The Rezoning, General Development Plan, and Preliminary Plat will be reviewed concurrently. Future required applications include a Site Plan Design Review and Final Plat. The Final Plat must be approved and recorded at Jackson County prior to the selling of individual lots or the issuance of building permits.

Adjacent Properties:

Direction	Current Zoning	Current Land Use(s)
North:	"SF-7" (Single-Family Residential)	Chapman Farms 1st Plat-Undeveloped
South:	Right-Of-Way Colbern Road/ Unincorporated Jackson County	Unincorporated Jackson County-Single Family residential
East:	Unincorporated Jackson County	Unincorporated Jackson County-Commercial

West:	Unincorporated Jackson County	Unincorporated Jackson County-Single Family Residential

REZONING ANALYSIS

Existing Zoning: "GB-C" (General Business-Commercial)
Existing Land Use: Undeveloped
Proposed Zoning: "SF-7" Single-Family Residential District
Proposed Land Use: Detached Single Family 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 a *Neighborhood*, which is defined as:

Areas for residential living arranged in a connected pattern of streets and blocks to provide access to civic and neighborhood amenities. Neighborhoods are primarily detached houses, but can include integration of different housing types, institutional/civic uses and spaces, or micro-commercial uses that support the neighborhood pattern and scale. Connection to Gathering Places or Neighborhood Centers is important to access daily services and meet daily needs.

Additionally, the 2014 Comprehensive Plan provided a list of Frameworks, Goals, & Targets centered around the four (4) themes of *Places, Connection, City Image, and Investment*. The Goal and Targets most closely aligned with this development proposal are found under the "IMAGE" Framework:

- *IMAGE – GOAL 4: Promote development that reinforces the importance of the public realm*
  - *Improve design quality and orient projects to the public realm at **Distinct Destinations, Business Hubs, Neighborhood Center,** and **Gathering Places.***

The S1 Area Plan designates the subject property as *Mixed Density Neighborhood,* which is the primary designation for much of the S1 area. In practice, this allows net densities of 5 to 12 dwelling units per acre with a variety of housing formats such as smaller lot single family, duplexes, or an appropriate scaled multi-family.

Detached Housing: Areas appropriate for detached houses on small to medium lots as part of a residential neighborhood. Lot sizes are typically in the 6,000 to 10,890 square foot (1/4 acre range). Larger lots may be integrated into the pattern in limited application to add variety of housing types of transition to adjacent natural areas. Small lots may be integrated into the pattern to provide housing options within walking distances to Gathering Places and Neighborhood Center.

Small Scale Multi-Unit Housing: 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.

Strategic Plan 2025-2030: The City's Strategic Plan for 2025-2030 identifies "*Balanced Growth*" as a key strategic priority, reflecting the goal to expand and grow the community in a thoughtful and intentional manner that supports both residents and businesses. The plan emphasizes proactively identifying appropriate areas for different types of land uses, anticipating infrastructure and service needs ahead of development, and aligning public investment with private sector opportunities. By taking this forward-looking approach, the City aims to ensure that growth is supported by sufficient roads, utilities, parks, and other municipal services so that new neighborhoods and commercial areas function effectively and maintain the quality of life that existing residents value.

Within the context the development of the southern portion of the City via the South Area Sewer Neighborhood Improvement District (NID) serves as a concrete example of this balanced growth approach in practice. Established by the City in 2006 (with related bond issuance in 2009) to finance and provide sanitary sewer infrastructure for approximately 1,530 acres of planned development, the NID ensures that essential utility capacity and infrastructure are in place before or concurrent with lot development and build out. The NID requires that the landowners/developers within the district enter into cooperative agreements allocating sewer capacity, the City has effectively leveraged the NID to coordinate infrastructure readiness, phased growth, and service delivery in a way that aligns with the "Balanced Growth" Priority. The presence of the NID underscores how the City is guiding growth not just by zoning and land use decisions, but by infrastructure financing and capacity planning—thereby supporting the broader vision of preparing for and managing growth in a sustainable, service-oriented manner.

Rezoning: The intent of the "SF-7" zoning district is defined in Section 404.080, as follows:

The SF-7, Single-Family District is intended to accommodate and protect moderate density residential development as part of the overall neighborhood development patterns identified in the Comprehensive Plan. Application of this district should include appropriate transitions to other complimentary zoning districts that provide neighborhood services and amenities and other housing options that are part of larger mixed-density neighborhoods.

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: Staff finds the proposed rezoning is in accordance with the 2014 Comprehensive Plan which classifies the subject property as

providing Neighborhoods with Distinct Destinations and Gathering Places. The S1 area plan designates the area as a mix of detached housing and small-scale multi-unit housing. The proposed rezoning supports detached single-family housing-neighborhood lot size.

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

   STAFF RESPONSE: Staff finds the proposed development is proposed on a arterial, Colbern Road, and is relatively close to the intersection at South Highway 7. The proposed development would help set a guide and influence the development of other vacant properties along Colbern Road as an area with unique and innovative development. Staff finds the initial zoning of “SF-7” (Single-Family Residential District) supports the intent of any abutting zoning districts by providing a greater variety of housing choices within the city.

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: Staff finds the approval of the proposed rezoning would establish a positive precedent that encourages the development of other vacant properties along Colbern Road and South 7 Highway. The pedestrian-oriented design is thoughtful site planning and could serve as a model for future developments in the area. Denial of the application could discourage the development of vacant sites that require rezoning due to evolving conditions since the original zoning was established.

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

   STAFF RESPONSE: Staff finds the proposed development is generally compliant with the requirements of the Unified Development Code (UDC). The property is currently zoned “GB-C” (General Business-Commercial), which permits development under the established commercial standards. However, the existing “GB-C” zoning would allow commercial uses adjacent to residentially zoned and developed properties, creating potential land use compatibility concerns.

   The proposed rezoning and development plan establish a more cohesive transition between commercial and residential areas by incorporating design elements, buffering, and site layout that reduce potential conflicts. As such, the proposal provides a more compatible development pattern with surrounding uses while remaining consistent with the intent of the UDC.

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 public services are available and adequate to serve the proposed development. The site can be supported by existing infrastructure without requiring significant systems upgrades. Fire protection and emergency response services will be provided by the Southern Jackson County Fire Protection District, which is equipped to serve this area.

The proposed development is not anticipated to create additional demand that would negatively impact the City's or other agencies' ability to continue providing services, facilities, or programs to the site or surrounding properties.

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 finds the 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: Staff finds the requested zoning change from "GB-C" (General Business-Commercial) to "SF-7" (Single-Family Residential) is justified by a change in conditions and alignment with the Comprehensive Plan and Future Land Use Map. The Comprehensive Plan identifies this area for future single-family residential development, recognizing the surrounding pattern of residential land uses and the transition away from commercial activity in this vicinity. The existing "GB-C" zoning no longer reflects current development trends or the long-range vision for the area. Rezoning the property to "SF-7" will correct commercial designation and support compatible residential infill.

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

   STAFF RESPONSE: Staff finds 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.

GENERAL DEVELOPMENT PLAN & PRELIMINARY PLAT ANALYSIS

The purpose of the general development plan process is to ensure compliance with zoning and other development regulations and the achievement of quality development through the review of a general development plan that will represent the general development on the site. The general development plan will be approved by City Council to establish the framework for development on a property. A general development plan is a generalized development plan for the entire area proposed to be included within a proposed development. The purpose of a general development plan is to allow preliminary review of a proposed development before substantial technical work has been undertaken.

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

Preliminary Plat

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

Preservation: The 16.67 +/- acre property is currently undeveloped and primarily consists of natural vegetation, including existing brush, shrubbery, and mature trees. As part of the proposed development, the applicant will be required to remove the existing trees to accommodate site grading and stormwater improvements. This includes the expansion of the existing drainage basin and the construction of an additional basin to manage runoff generated by the development. While the removal of vegetation is necessary to meet engineering and drainage requirements, the applicant will be required to incorporate new landscaping throughout the site.

Phasing: The site is proposed to be developed as a single-phase.

Streets & Sidewalks: The proposed development will include two (2) access points located along Colbern Road, both providing direct access to the Colbern Farms development. A 5-foot-wide ADA compliant sidewalk will be required along the entire frontage of Colbern Road to ensure pedestrian connectivity and accessibility. These sidewalks will connect to the internal pedestrian network within the development, which includes 5-foot-wide ADA compliant sidewalks on both sides of all internal streets. The internal sidewalks will further connect to the walking trail located on the east side of the development, enhancing pedestrian circulation and access to open space. The Unified Development Code (UDC) requires a 5-foot-wide ADA compliant sidewalk along only one side of the local streets in single-family developments; therefore, the inclusion of sidewalks on both sides exceeds the minimum UDC requirement and promotes a more walkable neighborhood design.

Traffic: The proposed development will include internal local streets with two access point to Colbern Road. Colbern Road is classified as a major arterial road which is designed to accommodate higher traffic volumes and provide connectivity to key areas of the city. The proposed a maximum of 34 single-family lots, which is expected to generate a modest increase in daily traffic. The additional traffic generated by the development will be well within the capacity of a major arterial roadway and is not anticipated to negatively impact the overall traffic operations or level of service along Colbern Road.

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 north 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 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.

Open Space: In accordance with the "SF-7" (Single-Family Residential) zoning district requirements, the applicant must provide a minimum of 10% open space consistent with the Open Space Standards outlined in Section 406.030 of the Unified Development Code. **All required open space amenities must be installed or financially guaranteed prior to approval of the Final Plat.**

Tract	Area	Open Space System
A	0.08 +/- acres	Landscape Buffer/sidewalk
B	0.17 +/- acres	Landscape Buffer/Sidewalk
C	1.13 +/- acres	Amenity Area
D	3.98 +/- acres	Detention Area
Total Open Space:	5.36 +/- acres	

Land Use: The proposed land use for the site is "Detached Housing," defined as the use of a lot for a single principal dwelling unit that is not attached to any other dwelling unit. The proposed development has a residential density of approximately 2.03 dwelling units per acre, which is consistent with the character and intent of the "SF-7" (Single-Family Residential) zoning district.

Building Typology: The "Detached House-Neighborhood Lot" is the most appropriate building type for the development. The standards are listed in the table below.

Detached House-Neighborhood Lot

	Required	Proposed
Frontage Width	65 feet to 120 feet; minimum 50 for lots fronting on the radius of a cul-de-sac	65 feet minimum frontage width
Area	7,200 square feet to 21,780 square feet	7,200 square feet minimum
Front setback	25 feet minimum	25 feet minimum
Side setback	8 feet minimum	8 feet minimum
Corner Side setback	25 feet minimum	25 feet minimum
Rear yard setback	15 feet minimum	15 feet minimum
Height	35 feet maximum	35 feet maximum
Frontage Type	Yard and setback	Yard and setback
Design and Performance Standards	Building coverage=40% of lot area maximum	Building coverage=40% of lot area maximum

Parking: Single-Family detached housing is required to provide a minimum of two off-street parking spaces per dwelling unit. The building elevations submitted indicate that each home will include either a two-car or three-car garage, which satisfies the off-street parking requirement. Vehicular parking for the development is required and proposed as follows:

Land Use	Required	Provided
Off-Street Parking	2 required per unit	4 spaces per unit

Pedestrian Access: All homes within the development will have direct pedestrian access to the public sidewalk from the front entrance. For homes with front-loaded garages, a connecting sidewalk will extend from the front door to the driveway, ensuring continuous access to the public sidewalk network. Staff finds this emphasis on pedestrian connectivity supports the intent of the development and contributes to a cohesive, walkable neighborhood design.

Architectural Character: The applicant has provided conceptual elevations of houses which include a mix of one-story and two-story houses. The materials include masonry, vinyl siding, and decorative elements.

Minimum Livable Floor Area: The nearest subdivision, located northwest of the subject property, is the Estates at Chapman Farms, which has an established minimum livable floor area of "Class E" (1,700 square feet). The applicant is proposing a minimum livable floor area of 1,700 square feet for all lots within the proposed subdivision, consistent with the adjacent classification and UDC Section 407.110. The approved minimum livable floor area must also be noted on the Final Plat.

Frontage & Landscaping: The applicant has provided a conceptual landscaping plan for the site. Additional details and plant units may be needed to meet landscaping requirements. **Landscaping requirements will be reviewed in greater detail with the Site Plan Design Review.**

Landscape Area	Required Units / PUs (plant units)
South buffer: Unincorporated Jackson County/ Arterial-Colbern Road/ Buffer C[1]	**25 ft wide: 60 units per 100 ft (584x.60)=350 PU's & 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.**
East buffer: Adj. to "GB-C"-Undeveloped land/Buffer C	25-ft. min. / 60 PUs/100-ft. (277 x 0.60) = **166 PUs**
North buffer: Adj. to "SF-7" zoning / No buffer required	**N/A**
West buffer: Adj. to Unincorporated Jackson County zoning / No buffer required	**N/A**
Open Space:	1 PU/500-sf. of lot area (227,383-sf.) = **454 PUs**
Total Plant Units:	**970 PUs**

*Section 407.040, Site & Landscape Design, requires that developments utilizing "SF-7" (Single-Family) zoning are required to install a fence when adjacent to an arterial road

Signage: All signs that meet the Sign Code will be reviewed administratively and must follow the appropriate permitting process. Signage will be reviewed in more detail with the Site Plan Design Review and by staff prior to the issuance of sign permits for the site.

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

1. The proposed general development plan is consistent with the Comprehensive Plan and all requirements of the UDC, unless modifications are requested and approved through the approval of the general development plan. Said modifications shall generally be minor and shall be clearly noted in the staff report.

   STAFF RESPONSE: Staff finds that the proposed general development plan is consistent with the Comprehensive Plan and the Strategic Plan 2025-2030 as the property is designated for single-family residential development. The general development plan is consistent with all requirements of the UDC. The applicant has not requested any deviations or modifications to the UDC.

2. The proposed general development plan is consistent with the current zoning on the property or conditioned on the approval of an existing application for a Zoning Map amendment.

   STAFF RESPONSE: Staff finds that the proposed general development plan is conditioned on the approval of a concurrent application for a Zoning Map amendment and is consistent with the requested zoning of "SF-7" (Single-Family Residential).

3. The general development plan is in compliance with all applicable use, development and design standards set forth in this Code, unless alternative design standards have been approved for the development.

   STAFF RESPONSE: Staff finds the general development plan in compliance with all applicable use, development, and design standards set forth in this Code. No alternative development standards have been proposed.

4. Adequate facilities and services exist or are planned by the project to serve the development at the time of construction.

   STAFF RESPONSE: Staff finds the existing facilities and services are in place to serve the development. The applicant will be required to make some public improvements to serve the development.

5. The general development plan is sensitive to the existing land uses and is compatible with the existing adjacent land use designations. Compatibility with the surrounding area is demonstrated by proposed improvements, including screening and buffering that has been provided to minimize impacts to adjacent uses.

   STAFF RESPONSE: Staff finds the General Development Plan is compatible with the existing adjacent land uses. Staff finds the proposed design is sensitive to the adjacent uses by proposing a reasonable density and lot size. The development will be required to comply with all buffering and landscaping requirements to minimize impacts.

6. The general development plan will provide for orderly physical growth of the City, and foster safe, convenient and walkable neighborhoods and shopping districts.

   STAFF RESPONSE: Staff finds the general development plan will foster a convenient and walkable neighborhood. The applicant is providing all the required sidewalks within the development. The applicant is also providing a walking trail.

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: Staff finds the application is in accordance with the Comprehensive Plan as it pertains to physical patterns, arrangement of streets, blocks, lots and 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: Staff finds the proposed plan 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 plan is proposed to be developed in one phase.

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

   STAFF RESPONSE: The project provided reports for stormwater and traffic generation. The stormwater and water quality will be mitigated, and the generated traffic will have a 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: Staff finds that the application will 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: Staff finds the design of the site 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.

Staff Recommendation:

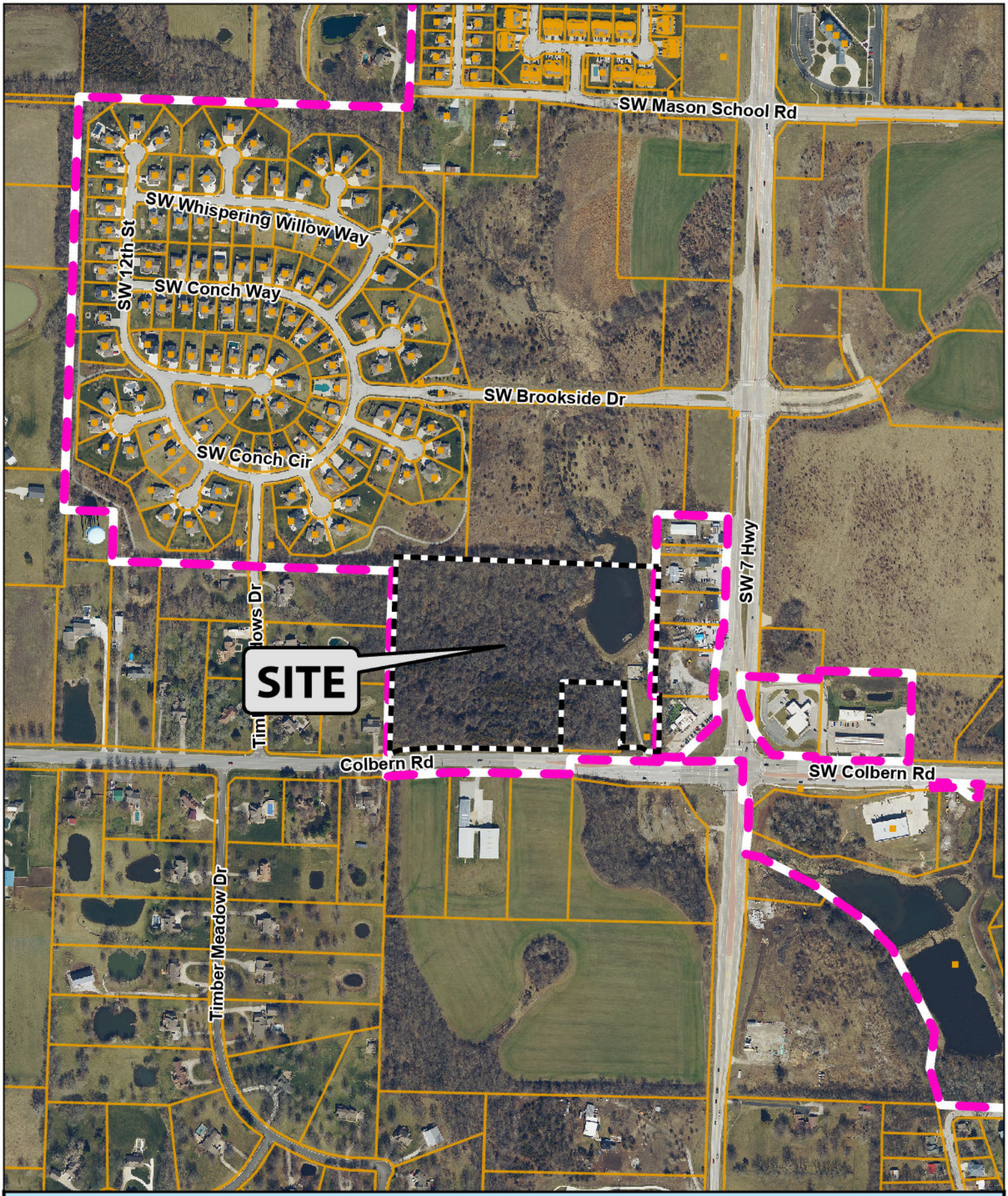
Staff recommends approval of the Rezoning application with the following conditions:

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

1. Approval by the City Council based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC.

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

1. Approval by the City Council based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC unless modified under the General Development Plan.
2. Approval of the Preliminary Plat is rescinded if the Rezoning (RZ-08-25-9668) or General Development Plan (GDP-09-25-9690) is denied by the City Council.
3. Prior to Final Plat approval and recording, the following must occur:
    a. A Site Plan Design Review must be approved, finalizing the proposed amenities, landscaping, and building design.
    b. Applicant shall provide Final Storm Report complying with City of Blue Springs Design & Construction Manual showing proposed runoff meeting or below the existing runoff to all downstream points of interest within their representative drainage areas. The Storm Report shall be consistent with the submitted public improvement plans including new detention and BMP facilities, modification to the existing Regional Detention or a combination of both.
    c. Modifications to the existing Regional Detention that result in the existing sanitary main being under the permanent pool of the detention will require a sanitary sewer relocation to move the sewer out of the permanent pool with a minimum 10 ft offset.
    d. Modifications to the regional detention will require a modification to the existing detention/drainage easement to fully encompass the proposed detention boundaries including berms and grading to existing.
    e. All right-of-way and easements must be shown as required by Public Works and the Unified Development Code.
4. Prior to Building Permit Issuance, the Final Plat must be recorded at Jackson County.
5. Prior to occupancy of the first building, the following must occur:
    a. All required landscaping and buffers shall be installed or financially guaranteed. Including the wall or fence requirement to be installed on Colbern due to its classification as a arterial.
    b. All public improvements, unless stated otherwise, shall be completed.
        c. A sealed letter by a Registered Professional Engineer in the State of Missouri stating the detention basins have been constructed per the approved plans and will function as designed shall be submitted to Engineering.

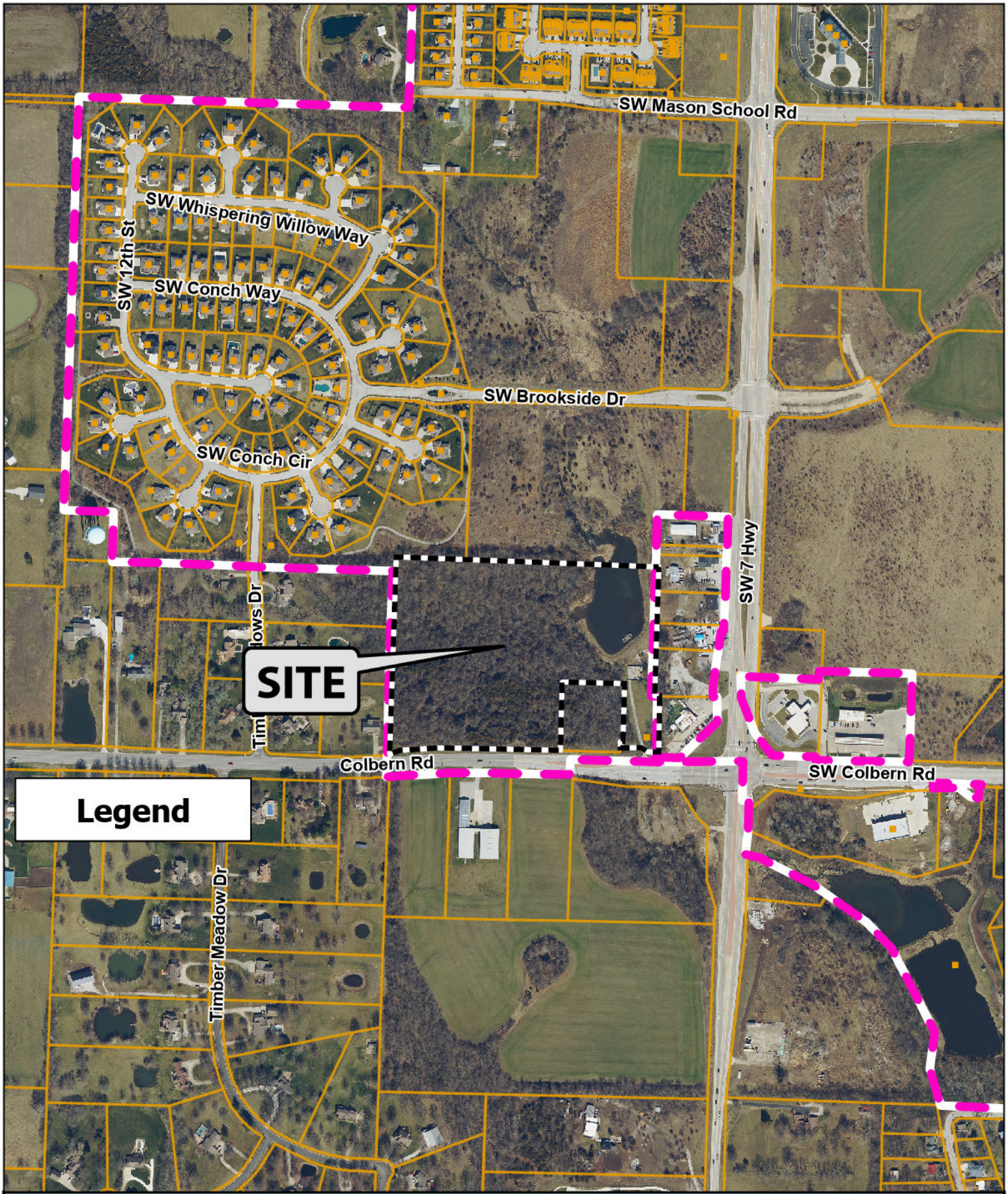


RZ-08-25-9668 / GDP-09-25-9690 / PP-08-25-9670
Parcel # 54-420-98-06-01-0-00-000
801 SW Colbern Rd
AERIAL LOCATION MAP

N

1" = 500'

Date: 09/24/25



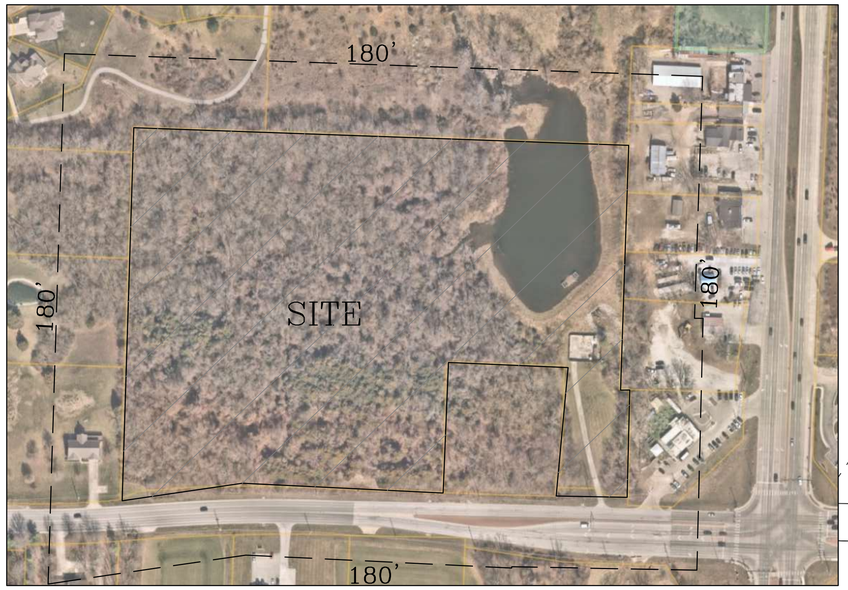
RZ-08-25-9668 / GDP-09-25-9690 / PP-08-25-9670
Parcel # 54-420-98-06-01-0-00-000
801 SW Colbern Rd
SITE LOCATION AND ZONING MAP

N

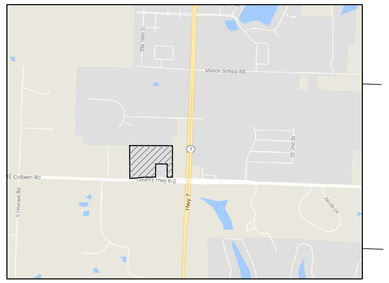
1" = 500'

Date: 09/24/25

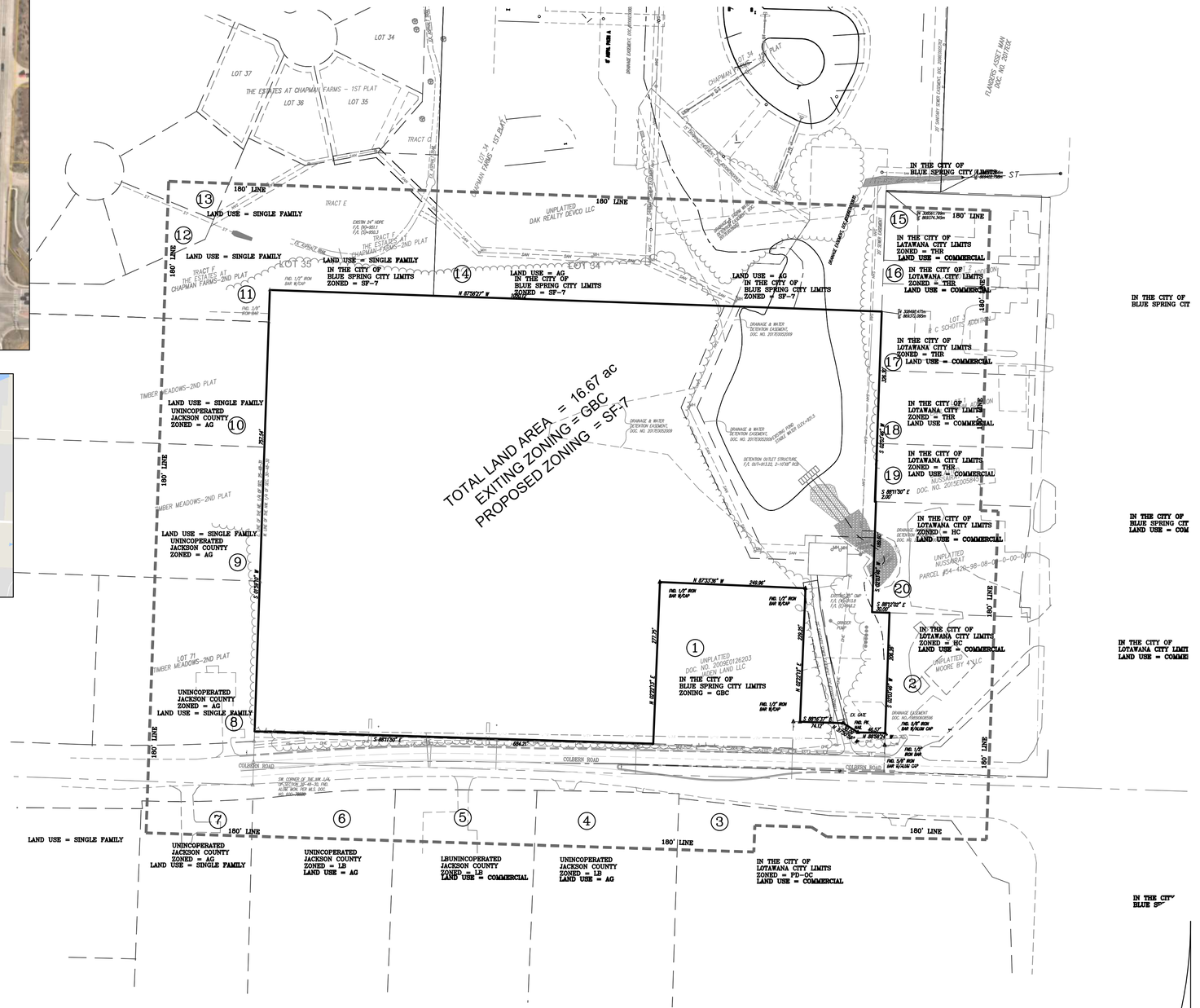
RE ZONING PLAN FOR COLBERN FARMS
BLUE SPRINGS, JACKSON COUNTY MISSOURI



1. PROPERTY ADRESS: NONE
   OWNER: JADEN LAND LLC
   701 NE SILVERLEAF PL LEES SUMMIT MO 64064
2. PROPERTY ADRESS: 9418 S M 7 HWY
   OWNER: MOORE BY 4 LLC
   2415 NE LAKE BREEZE DR LEES SUMMIT MO 64086
3. PROPERTY ADRESS: 26301 E COLBERN RD LAKE LOTAWANA MO 64086
   OWNER: PEASE ROBERT W JR & CYNTHIA
   26301 E COLBERN RD LAKE LOTAWANA MO 64086
4. PROPERTY ADRESS: SAME AS OWNER
   OWNER: ROYAL KNIT HOLDINGS LC
   26011 NE COLBERN RD LEES SUMMIT MO 64086
5. PROPERTY ADRESS: SAME AS OWNER
   OWNER: ROYAL KNIT HOLDINGS LC
   26011 NE COLBERN RD LEES SUMMIT MO 64086
6. PROPERTY ADRESS: SAME AS OWNER
   OWNER: ROYAL KNIT HOLDINGS LC
   26011 NE COLBERN RD LEES SUMMIT MO 64086
7. PROPERTY ADRESS: SAME AS OWNER
   OWNER: MASSMAN AMBROSE J & THERESA E
   25909 NE COLBERN RD LEES SUMMIT MO 64086
8. PROPERTY ADRESS: SAME AS OWNER
   OWNER: KESSNER DONALD L & CATHERINE L TRUSTEE
   25908 COLBERN RD LEES SUMMIT MO 64063
9. PROPERTY ADRESS: SAME AS OWNER
   OWNER: GOPPERT JOHN ANDY
   9409 TIMBER MEADOWS DR LEES SUMMIT MO 6406
10. PROPERTY ADRESS:
    OWNER: DONAHOO SARAH & MARK K
    9401 TIMBER MEADOWS DR LEES SUMMIT MO 64064
11. PROPERTY ADRESS: NONE
    OWNER: THE ESTATES AT CHAPMAN FARMS HOMEOWNERS ASSOCIATION INC
    9613 S LAKE SHORE DR LAKE LOTAWANA MO 64086
12. PROPERTY ADRESS: SAME AS OWNER
    OWNER: WILSON JOSEPH & BRIDGID
    9308 SW ORCA CT LEES SUMMIT MO 6406
13. PROPERTY ADRESS: SAME AS OWNER
    OWNER: EASLEY JOHN S & OUTLAW DANA M
    9304 SW ORCA CT LEES SUMMIT MO 64064
14. PROPERTY ADRESS: NONE
    OWNER: VILLAS AT CHAPMAN LLC
    1616 W 45TH ST KANSAS CITY MO 64111
15. PROPERTY ADRESS: 9314 S M 7 HWY, LAKE LOTAWANA 64064
    OWNER: A DAY LLC
    9512 S MAIN ENTRANCE DR LAKE LOTAWANA MO 64086
16. PROPERTY ADRESS: 9322 S M 7 HWY
    OWNER: A DAY LLC
    9512 S MAIN ENTRANCE DR LAKE LOTAWANA MO 64086
17. PROPERTY ADRESS: 9324 S M 7 HWY
    OWNER: A DAY LLC
    9512 S MAIN ENTRANCE DR LAKE LOTAWANA MO 64086
18. PROPERTY ADRESS: 9400 S M 7 HWY
    OWNER: A DAY LLC
    9512 S MAIN ENTRANCE DR LAKE LOTAWANA MO 64086
19. PROPERTY ADRESS: 9406 S M 7 HWY
    OWNER: NUSSAIRAT MO
    109 NE BROOKWOOD DR BLUE SPRINGS MO 64014
20. PROPERTY ADRESS: 9410 S M 7 HWY
    OWNER: NUSSAIRAT MO
    109 NE BROOKWOOD DR BLUE SPRINGS MO 64014



LOCATION MAP


LOT 34
LOT 37
THE ESTATES AT CHAPMAN FARMS - 1ST PLAT
LOT 36
LOT 35
TRACT D
TRACT E
TRACT F
THE ESTATES AT CHAPMAN FARMS-2ND PLAT
CHAPMAN FARMS - 1ST PLAT
LOT 34
UNPLATTED
OAK REALTY DEVCO LLC
FLANDERS ASSET MAN DOC. NO. 2012E0
IN THE CITY OF BLUE SPRING CITY LIMITS
ST
180' LINE
13
LAND USE = SINGLE FAMILY
12
LAND USE = SINGLE FAMILY
11
LOT 35
LAND USE = SINGLE FAMILY
IN THE CITY OF BLUE SPRING CITY LIMITS
ZONED = SF-7
14
LAND USE = AG
IN THE CITY OF BLUE SPRING CITY LIMITS
ZONED = SF-7
15
IN THE CITY OF LATAWANA CITY LIMITS
ZONED = THR
LAND USE = COMMERCIAL
16
IN THE CITY OF LOTAWANA CITY LIMITS
ZONED = THR
LAND USE = COMMERCIAL
17
IN THE CITY OF LOTAWANA CITY LIMITS
ZONED = THR
LAND USE = COMMERCIAL
18
IN THE CITY OF LOTAWANA CITY LIMITS
ZONED = THR
LAND USE = COMMERCIAL
19
IN THE CITY OF LOTAWANA CITY LIMITS
ZONED = HC
LAND USE = COMMERCIAL
20
IN THE CITY OF LOTAWANA CITY LIMITS
ZONED = HC
LAND USE = COMMERCIAL
IN THE CITY OF BLUE SPRING CIT
IN THE CITY OF BLUE SPRING CIT
LAND USE = COM
IN THE CITY OF BLUE SPRING CIT
LAND USE = COMME
IN THE CITY OF BLUE SPR
TOTAL LAND AREA = 16.67 ac
EXITING ZONING = GBC
PROPOSED ZONING = SF-7
1
DOC. UNPLATTED 2005E0126203
UNION LAND LLC
IN THE CITY OF BLUE SPRING CITY LIMITS
ZONING = GBC
2
UNPLATTED
MOORE BY 4 LLC
UNPLATTED
NUSSAIRAT
PARCEL #54-426-98-08-00-0-00-000
TIMBER MEADOWS-2ND PLAT
LOT 71
UNINCOPERATED
JACKSON COUNTY
ZONED = AG
LAND USE = SINGLE FAMILY
8
LAND USE = SINGLE FAMILY
UNINCOPERATED
JACKSON COUNTY
ZONED = AG
9
LAND USE = SINGLE FAMILY
UNINCOPERATED
JACKSON COUNTY
ZONED = AG
10
LAND USE = SINGLE FAMILY
UNINCOPERATED
JACKSON COUNTY
ZONED = AG
7
UNINCOPERATED
JACKSON COUNTY
ZONED = LB
LAND USE = AG
6
LBUNINCOPERATED
JACKSON COUNTY
ZONED = LB
LAND USE = COMMERCIAL
5
UNINCOPERATED
JACKSON COUNTY
ZONED = LB
LAND USE = AG
4
IN THE CITY OF LOTAWANA CITY LIMITS
ZONED = PD-OC
LAND USE = COMMERCIAL
3
180' LINE
COLBERN ROAD
DRAINAGE & WATER DETENTION EASEMENT, DOC. NO. 2013E0052009
DETENTION OUTLET STRUCTURE
DRAINAGE EASEMENT DOC. NO.
N 87°23'16" W
249.96'
S 87°23'16" E
S 87°23'16" E
N 87°23'16" W
S 87°23'16" E
S 87°23'16" E
S 87°23'16" E
N 87°23'16" W
S 87°23'16" E
S 87°23'16" E
S 87°23'16" E

Colbern Farms – Rezoning Overview

(Blue Springs, Missouri)

1. Why We're Requesting the Change

The property is currently zoned GB-C (General Business–Community), which is meant for commercial development.

We're asking to rezone it to SB-7 (Suburban Residential) so it can be developed as a single-family neighborhood as shown on the preliminary plat. SB-7 is a much better match for the housing people are looking for and blends more naturally with the growth in the area.

2. What Makes the Property Unique

This tract has gentle slopes, natural drainage areas, and a good amount of mature trees. Switching to SB-7 lets the neighborhood layout work with the land's natural character, preserve open space, and handle stormwater in a responsible way.

3. How It Fits the City's Plan

The City of Blue Springs Comprehensive Plan calls for low-density residential use in this location.

Changing the zoning to SB-7 lines up with that vision and supports the City's plan for steady, well-planned housing growth near existing roads and utilities.

4. How It Fits the Neighborhood

Nearby properties are mostly larger-lot homes with some agricultural land mixed in. Changing from GB-C to SB-7 makes the zoning consistent with what's already around and continues the low-density character of the neighborhood.

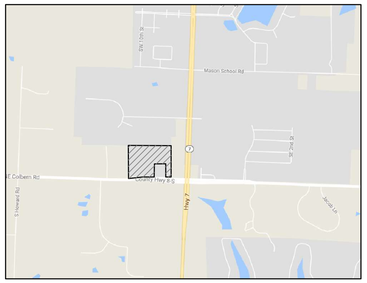
5. Traffic

Access will be from Colbern Road.

Even after the new homes are built, the added traffic should be modest and well within what Colbern Road can handle.

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GENERAL DEVELOPMENT PLAN
COLBERN FARMS
BLUE SPRINGS, JACKSON COUNTY MISSOURI



LOCATION MAP

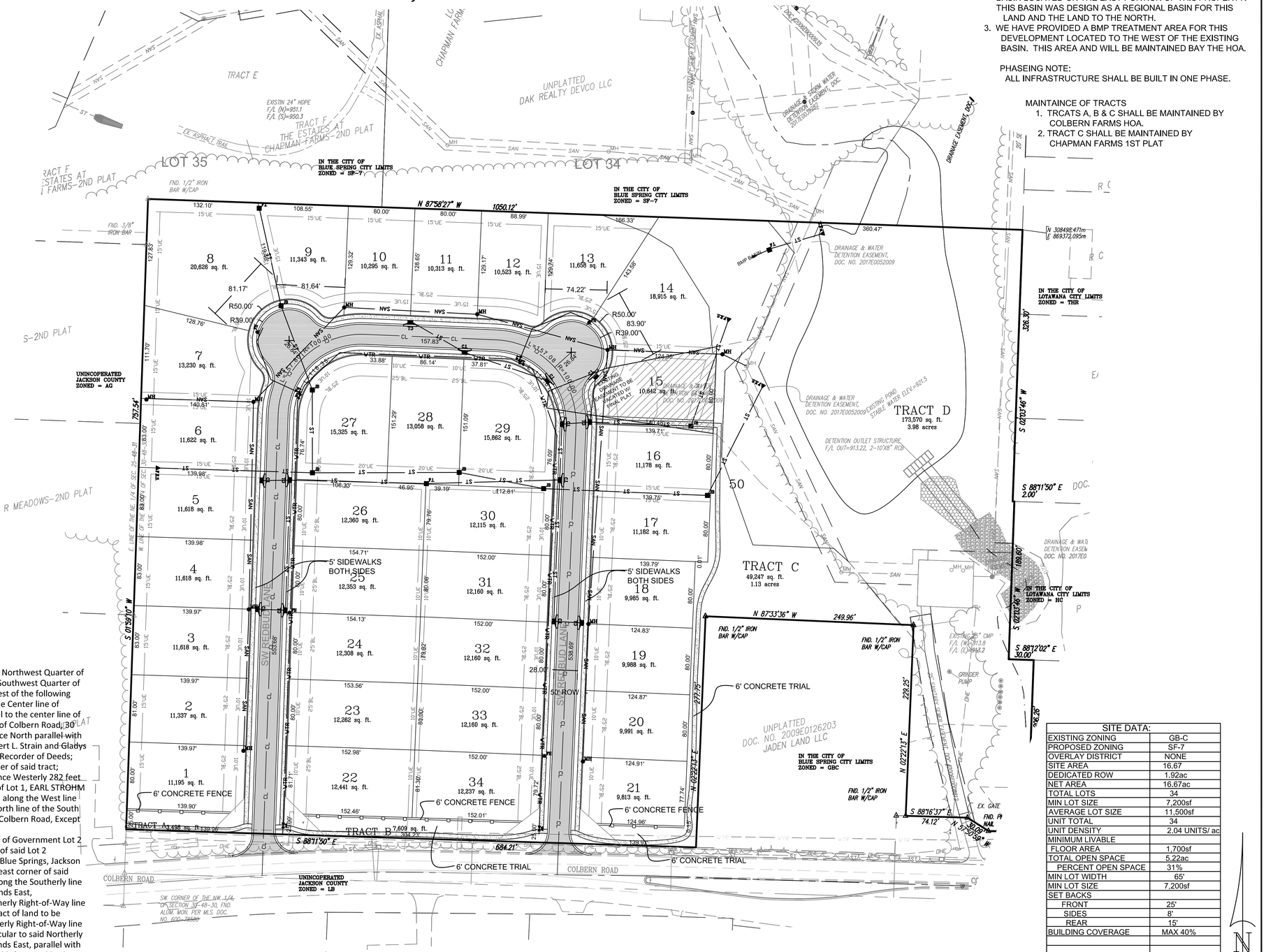
DEVELOPER:

NOTE:

1. ALL PROPOSED ROADS SHALL BE PUBLIC BUILT TO CITY STANDARDS 28' WIDE WITH 50' ROW DEDICATED WITH SIDEWALKS ON ONE SIDE.
2. DETENTION FOR THIS DEVELOPMENT IS THE REGENIOL BASIN LOCATED ON THE EAST PORTION OF THIS PROPERTY. THIS BASIN WAS DESIGN AS A REGIONAL BASIN FOR THIS LAND AND THE LAND TO THE NORTH.
3. WE HAVE PROVIDED A BMP TREATMENT AREA FOR THIS DEVELOPMENT LOCATED TO THE WEST OF THE EXISTING BASIN. THIS AREA AND WILL BE MAINTAINED BAY THE HOA.

PHASEING NOTE:
ALL INFRASTRUCTURE SHALL BE BUILT IN ONE PHASE.

MAINTAINCE OF TRACTS
1. TRCATS A, B & C SHALL BE MAINTAINED BY COLBERN FARMS HOA.
2. TRACT C SHALL BE MAINTAINED BY CHAPMAN FARMS 1ST PLAT



SITE DATA:	
EXISTING ZONING	GB-C
PROPOSED ZONING	SF-7
OVERLAY DISTRICT	NONE
SITE AREA	16.67
DEDICATED ROW	1.92ac
NET AREA	16.67ac
TOTAL LOTS	34
MIN LOT SIZE	7,200sf
AVERAGE LOT SIZE	11,500sf
UNIT TOTAL	34
UNIT DENSITY	2.04 UNITS/ ac
MINIMUM LIVABLE	
FLOOR AREA	1,700sf
TOTAL OPEN SPACE	5.22ac
PERCENT OPEN SPACE	31%
MIN LOT WIDTH	65'
MIN LOT SIZE	7,200sf
SET BACKS	
FRONT	25'
SIDES	8'
REAR	15'
BUILDING COVERAGE	MAX 40%

Description of Record - Per Warranty Deed, Document Number 2010E0018715
All that part of the South 24 acres of the South Half of Government Lot 2 of the Fractional Northwest Quarter of Section 30, Township 48 Range 30 (The South Half of said Lot 2 sometimes referred to as Southwest Quarter of the Northwest Quarter of said Section) in Blue Springs, Jackson County, Missouri, lying West of the following described line: Beginning at a point on the center line of Colbern Road 280 feet West of the Center line of Missouri State Highway Number 7 as said roads are now established; thence North parallel to the center line of said Highway Number 7, a distance of 290 feet; thence West parallel with the center line of Colbern Road, 30 feet more or less, to a point 310 feet West of the East line of said Government Lot 2; thence North parallel with said East line 189.6 feet, more or less, to the South line of a tract of land conveyed to Robert L. Strain and Gladys R. Strain, Husband and Wife, filed for record as Document No. 717213 in the Office of the Recorder of Deeds; thence West along the South line of said Tract, 2 feet, more or less, to the Southwest corner of said tract; thence North along the West line of said tract being a line which is parallel with and distance Westerly 282 feet from the West line of said Highway no. 7, a distance of 100 feet to the Southwest corner of Lot 1, EARL STROHM ADDITION, a subdivision of land; thence North along the West line of said subdivision and along the West line of the CORRECTED PLAT R.C. SHOTTS ADDITION, a subdivision of land, to a point on the North line of the South 24 acres of the South Half of said Government Lot 2, Subject to the Rights of the Public in Colbern Road, Except any parts in roads.
EXCEPT that part described as follows: All that part of the South 24 acres of the South Half of Government Lot 2 of the Fractional Northwest Quarter of Section 30, Township 48 Range 30 (The South Half of said Lot 2 sometimes referred to as Southwest Quarter of the Northwest Quarter of said Section) in Blue Springs, Jackson County, Missouri, being more particularly described as follows: Commencing at the Southeast corner of said South Half of Government Lot 2; thence North 89 degrees 56 minutes 35 seconds West along the Southerly line of said South Half, a distance of 437.97 feet; thence North 00 degrees 03 minutes 25 seconds East, perpendicular to the last described course, a distance of 52.68 feet to a point on the Northerly Right-of-Way line of Colbern Road, as now established, said point being also the point of beginning of the tract of land to be described herein; thence North 89 degrees 20 minutes 42 seconds West, along said Northerly Right-of-Way line a distance of 239.21 feet; thence North 00 degrees 39 minutes 18 seconds East, perpendicular to said Northerly Right-of-Way line, a distance of 275.00 feet; thence South 89 degrees 20 minutes 42 seconds East, parallel with said Northerly Right-of-Way line of Colbern Road, a distance of 250.00 feet; thence South 00 degrees 39 minutes 18 seconds West, perpendicular to the last described course, a distance of 229.17 feet to a point on said Northerly Right-of-Way line; thence North 89 degrees 53 minutes 02 seconds West, along said Northerly Right-of-Way line, a distance of 11.22 feet; thence South 00 degrees 06 minutes 58 seconds West, continuing along said Northerly Right-of-Way line, a distance of 45.73 feet to the point of beginning. more or less 16.67ac

60 30 0 60
Scale In Feet
1"= 60'

DATE	REVISION	BY
9-22-25	PER CITY COMMENTS	-

Quist Engineering Inc.
Civil Engineering for Residential & Commercial Site Development
821 NE Columbus ST.
Lee's Summit, Missouri 64063
Phone: (816) 550-5675
e-mail = rwquist@quistengineering.com

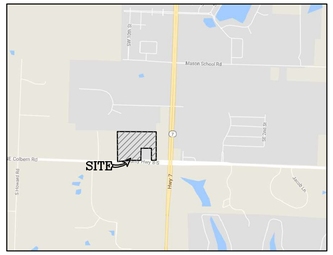
GENERAL DEVELOPMENT PLAN
FOR COLBERN FARMS
CIVIL PLANS FOR COLBERN FARM
BLUE SPRINGS, JACKSON COUNTY MISSOURI

STATE OF MISSOURI
ROBERT A. WALQUIST
NUMBER E-2001018825
10/15/25
REGISTERED PROFESSIONAL ENGINEER

DRAWN BY	RAW
CHECKED BY	RAW
DATE	7-8-25
PROJECT NO.	E24-313
SCALE	

1

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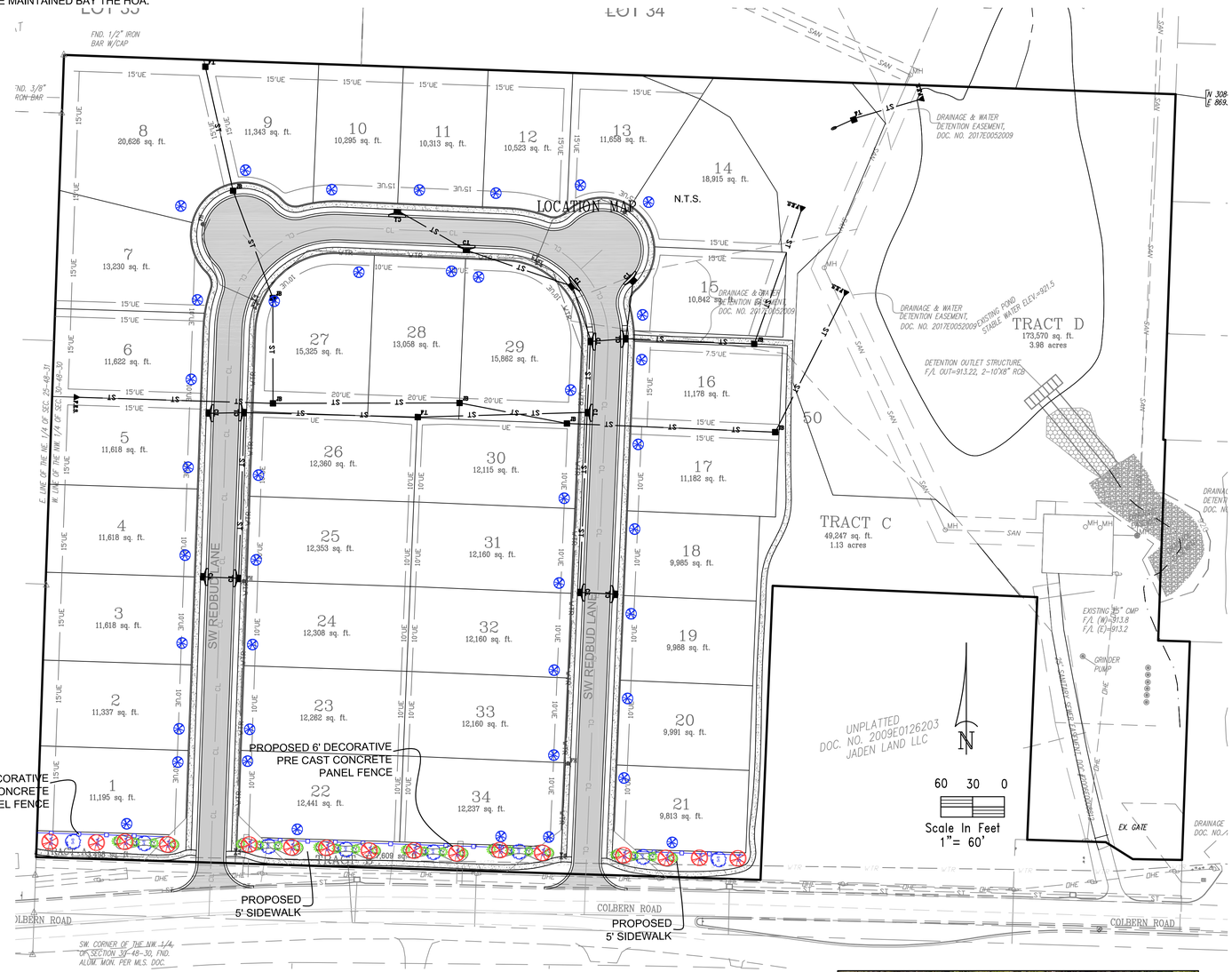
LOCATION MAP

NOTE:

1. ALL PROPOSED ROADS SHALL BE PUBLIC BUILT TO CITY STANDARDS 28' WIDE WITH 50' ROW DEDICATED WITH SIDEWALKS ON ONE SIDE.
2. DETENTION FOR THIS DEVELOPMENT IS THE REGENIOL BASIN LOCATED ON THE EAST PORTION OF THIS PROPERTY. THIS BASIN WAS DESIGN AS A REGIONAL BASIN FOR THIS LAND AND THE LAND TO THE NORTH.
3. WE HAVE PROVIDED A BMP TREATMENT AREA FOR THIS DEVELOPMENT LOCATED TO THE WEST OF THE EXISTING BASIN. THIS AREA AND WILL BE MAINTAINED BAY THE HOA.

LANDSCAPING PLAN
COLBERN FARMS
BLUE SPRINGS, JACKSON COUNTY MISSOURI

DEVELOPER:



STREET TREES WITH IN THE ESTATES PLANTING SCHEDULE

		COMMON NAME	SCIENTIFIC NAME	CALIPER	PLANT UNITS PER	TOTAL PROPOSE UNITS
S-A	-	STATE STREET MAPLE	ACER MIYABEI	2" CAL.	8	-
S-B	-	PACIFIC SUNSET MAPLE	ACER TRUNCATUM 'PACIFICSUNSET'	2" CAL.	8	-
S-C	-	AUTUMN BLAZE MAPLE	ACER X 'AUTUMN BLAZE'	2" CAL.	8	-

ONE TREE PER LOT AND 2 FOR CORNER LOTS — TOTAL REQUIRED = - TREES OR -
28 REGULAR AND 6 CORNER LOTS
TOTAL = 40 TREES

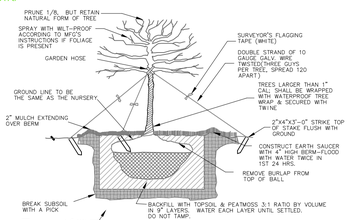
OPEN SPACE TRACT A ,B, & C PLANTING SCHEDULE

		COMMON NAME	SCIENTIFIC NAME	CALIPER	PLANT UNITS PER	TOTAL PROPOSE UNITS
TREES						
S-A	-	STATE STREET MAPLE	ACER MIYABEI	2" CAL.	8	-
S-B	-	PACIFIC SUNSET MAPLE	ACER TRUNCATUM 'PACIFICSUNSET'	2" CAL.	8	-
S-C	-	AUTUMN BLAZE MAPLE	ACER X 'AUTUMN BLAZE'	2" CAL.	8	-
EVERGREEN TREES						
E-C	-	GREEN GIANT ARBORVIATAE	THUJA PLICATA 'GREEN GIANT'	6' HT.	-	-
SHRUBS - PERENNIAL/ ORNAMANTAL						
SH-C	-	ADAGIO MAIDEN GRASS	MISCANTHUS SINENSIS	1GAL	1	-

TOTAL PROPOSED =-
REQUIRED 15% OPEN SPACE 108,921 SF NEED 1 PLANT UNIT PER 500 SF => 130,556/ 500 = 218 PLANT UNITS — TOTAL REQUIRED = 218

E COLBERN RD TYPE "B" BUFFER PLANTING SCHEDULE
TOTAL FRONTAGE = 685 L.F.

			COMMON NAME	SCIENTIFIC NAME	CALIPER	PLANT UNITS PER	TOTAL PROPOSE UNITS
TREES							
S-A	S-A	16	STATE STREET MAPLE	ACER MIYABEI	2" CAL.	8	128
S-B	S-B	8	PACIFIC SUNSET MAPLE	ACER TRUNCATUM 'PACIFICSUNSET'	2" CAL.	8	64
S-C	S-C	0	AUTUMN BLAZE MAPLE	ACER X 'AUTUMN BLAZE'	2" CAL.	8	0
SHRUBS - PERENNIAL/ ORNAMANTAL							
SH-C	SH-C	0	ADAGIO MAIDEN GRASS	MISCANTHUS SINENSIS	1GAL	1	0
EVERGREEN TREES							
E-C	E-C	24	GREEN GIANT ARBORVIATAE	THUJA PLICATA 'GREEN GIANT'	6' HT.	5	120



Tree Planting Detail
NO SCALE

OPEN SPACE:

REQUIRED ACTIVE OPEN SPACE (15%)
15.67(0.15)= 2.5ac
= 108,921sf

ACTIVE OPEN SPACE PROPOSED
TRACT A, = 3,498sf
TRACT B = 7,609 sf
TRACT C = 216,424sf
TOTAL AREA = 5.22ac
TOTAL OPEN SPACE PROPOSED = 5.22ac
5.22/ 16.67 =31 %

WALKING TRAIL AND SIDEWALKS:
1. WE ARE PROPOSING TO INSTALL A 5' WALKING TRAIL ALONG COLBERN RD.
2. ALL OTHER TRAILS WILL BE 6' CONCRETE WALKING TRAILS.



DECORATIVE PRECAST CONCRETE PANEL FENCE

DATE	REVISION	BY
9-22-25	PER CITY COMMENTS	-

Quist Engineering Inc.
Civil Engineering for Residential & Commercial Site Development
821 NE Columbus ST.
Lee's Summit, Missouri 64063
Phone: (816) 550-5675
e-mail = rwquist@quistengineering.com

LANDSCAPING PLAN FOR COLBERN FARMS
CIVIL PLANS FOR COLBERN FARM
BLUE SPRINGS, JACKSON COUNTY MISSOURI

STATE OF MISSOURI
ROBERT W. QUIST
NUMBER E-2001018825
11/15/25
REGISTERED PROFESSIONAL ENGINEER

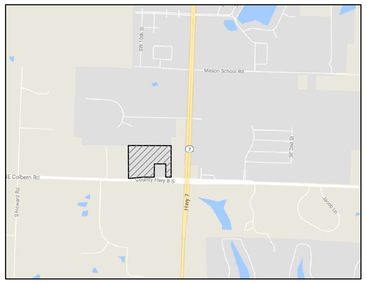
DRAWN BY	RAW
CHECKED BY	RAW
DATE	7-8-25
PROJECT NO.	E24-313
SCALE	

1

Received
10/15/2025 4:56:16 PM

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10/15/2025 4:58:10 PM

PRELIMINARY PLAT FOR COLBERN FARMS
BLUE SPRINGS, JACKSON COUNTY MISSOURI



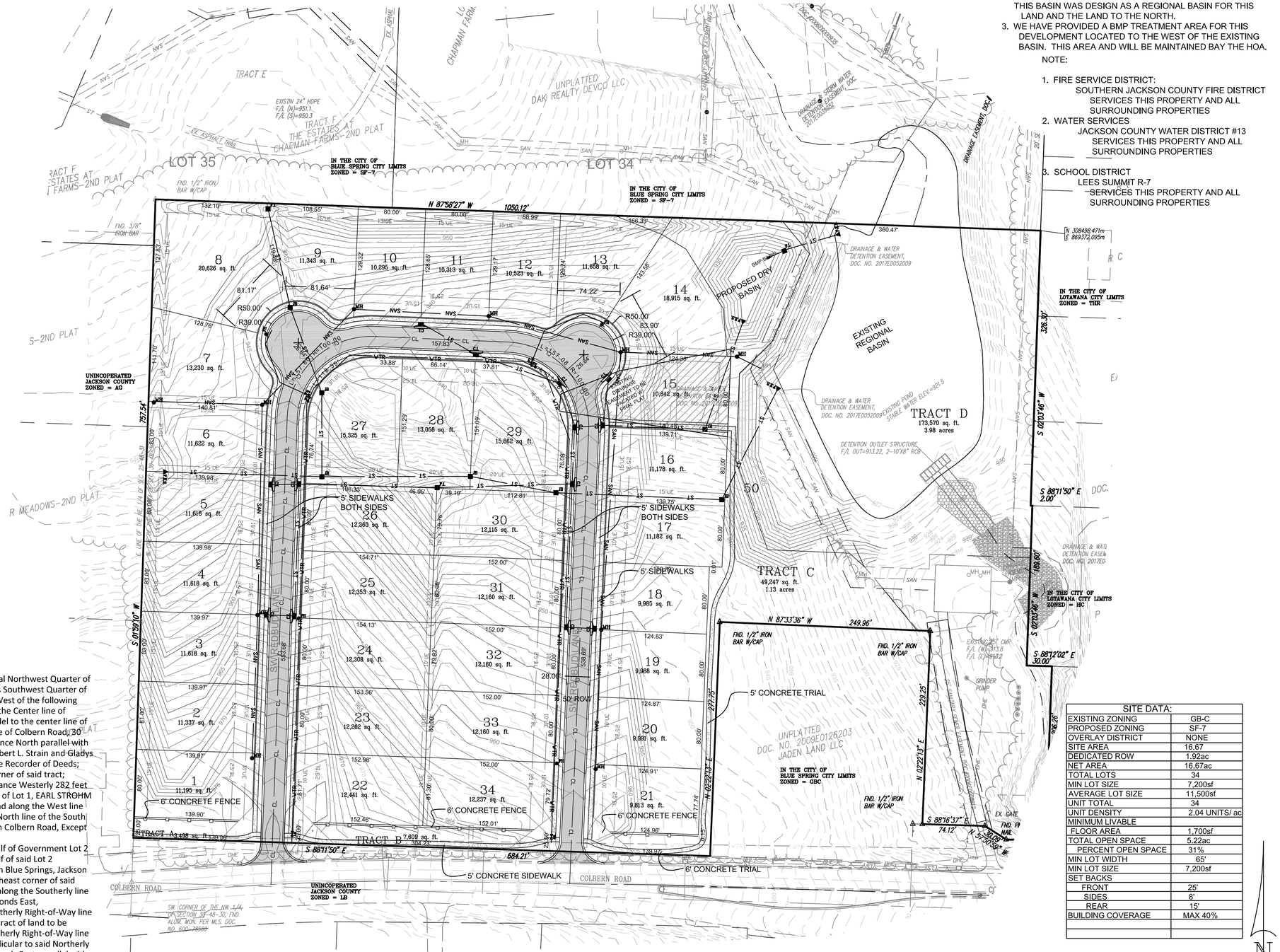
DEVELOPER:

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3. WE HAVE PROVIDED A BMP TREATMENT AREA FOR THIS DEVELOPMENT LOCATED TO THE WEST OF THE EXISTING BASIN. THIS AREA AND WILL BE MAINTAINED BAY THE HOA.

NOTE:

1. FIRE SERVICE DISTRICT:
   SOUTHERN JACKSON COUNTY FIRE DISTRICT SERVICES THIS PROPERTY AND ALL SURROUNDING PROPERTIES
2. WATER SERVICES
   JACKSON COUNTY WATER DISTRICT #13 SERVICES THIS PROPERTY AND ALL SURROUNDING PROPERTIES
3. SCHOOL DISTRICT
   LEES SUMMIT R-7
   SERVICES THIS PROPERTY AND ALL SURROUNDING PROPERTIES



Description of Record - Per Warranty Deed, Document Number 2010E0018715
All that part of the South 24 acres of the South Half of Government Lot 2 of the Fractional Northwest Quarter of Section 30, Township 48 Range 30 (The South Half of said Lot 2 sometimes referred to as Southwest Quarter of the Northwest Quarter of said Section) in Blue Springs, Jackson County, Missouri, lying West of the following described line: Beginning at a point on the center line of Colbern Road 280 feet West of the Center line of Missouri State Highway Number 7 as said roads are now established; thence North parallel to the center line of said Highway Number 7, a distance of 290 feet; thence West parallel with the center line of Colbern Road, 30 feet more or less, to a point 310 feet West of the East line of said Government Lot 2; thence North parallel with said East line 189.6 feet, more or less, to the South line of a tract of land conveyed to Robert L. Strain and Gladys R. Strain, Husband and Wife, filed for record as Document No. 717213 in the Office of the Recorder of Deeds; thence West along the South line of said Tract, 2 feet, more or less, to the Southwest corner of said tract; thence North along the West line of said tract being a line which is parallel with and distance Westerly 282 feet from the West line of said Highway no. 7, a distance of 100 feet to the Southwest corner of Lot 1, EARL STROHM ADDITION, a subdivision of land; thence North along the West line of said subdivision and along the West line of the CORRECTED PLAT R.C. SHOTTS ADDITION, a subdivision of land, to a point on the North line of the South 24 acres of the South Half of said Government Lot 2, Subject to the Rights of the Public in Colbern Road, Except any parts in roads.
EXCEPT that part described as follows: All that part of the South 24 acres of the South Half of Government Lot 2 of the Fractional Northwest Quarter of Section 30, Township 48 Range 30 (The South Half of said Lot 2 sometimes referred to as Southwest Quarter of the Northwest Quarter of said Section) in Blue Springs, Jackson County, Missouri, being more particularly described as follows: Commencing at the Southeast corner of said South Half of Government Lot 2; thence North 89 degrees 56 minutes 35 seconds West along the Southerly line of said South Half, a distance of 437.97 feet; thence North 00 degrees 03 minutes 25 seconds East, perpendicular to the last described course, a distance of 52.68 feet to a point on the Northerly Right-of-Way line of Colbern Road, as now established, said point being also the point of beginning of the tract of land to be described herein; thence North 89 degrees 20 minutes 42 seconds West, along said Northerly Right-of-Way line a distance of 239.21 feet; thence North 00 degrees 39 minutes 18 seconds East, perpendicular to said Northerly Right-of-Way line, a distance of 275.00 feet; thence South 89 degrees 20 minutes 42 seconds East, parallel with said Northerly Right-of-Way line of Colbern Road, a distance of 250.00 feet; thence South 00 degrees 39 minutes 18 seconds West, perpendicular to the last described course, a distance of 229.17 feet to a point on said Northerly Right-of-Way line; thence North 89 degrees 53 minutes 02 seconds West, along said Northerly Right-of-Way line, a distance of 11.22 feet; thence South 00 degrees 06 minutes 58 seconds West, continuing along said Northerly Right-of-Way line, a distance of 45.73 feet to the point of beginning. more or less 16.67ac

SITE DATA:	
EXISTING ZONING	GB-C
PROPOSED ZONING	SF-7
OVERLAY DISTRICT	NONE
SITE AREA	16.67
DEDICATED ROW	1.92ac
NET AREA	16.67ac
TOTAL LOTS	34
MIN LOT SIZE	7,200sf
AVERAGE LOT SIZE	11,500sf
UNIT TOTAL	34
UNIT DENSITY	2.04 UNITS/ ac
MINIMUM LIVABLE	
FLOOR AREA	1,700sf
TOTAL OPEN SPACE	5.22ac
PERCENT OPEN SPACE	31%
MIN LOT WIDTH	65'
MIN LOT SIZE	7,200sf
SET BACKS	
FRONT	25'
SIDES	8'
REAR	15'
BUILDING COVERAGE	MAX 40%

DATE	REVISION	BY
9-22-25	PER CITY COMMENTS	-

Quist Engineering Inc.
Civil Engineering for Residential & Commercial Site Development
821 NE Columbus ST.
Lee's Summit, Missouri 64063
Phone: (816) 350-3675
e-mail = rwquist@quistengineering.com

PRELIMINARY PLAT
FOR COLBERN FARMS
CIVIL PLANS FOR COLBERN FARM
BLUE SPRINGS, JACKSON COUNTY MISSOURI

STATE OF MISSOURI
ROBERT W. QUIST
NUMBER E-2001018825
10/15/25
REGISTERED PROFESSIONAL ENGINEER

DRAWN BY	RAW
CHECKED BY	RAW
DATE	7-8-25
PROJECT NO.	E24-313
SCALE	







THE EXAMINER

AFFIDAVIT OF PUBLICATION

State of Florida, County of Orange, ss:

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

Publication Dates:

- Sep 27, 2025

Printer's Fee: $304.29

Anjana Bhadoriya

Agent

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

VERIFICATION

State of Florida
County of Orange

Signed or attested before me on this: 09/29/2025

Notary Public

Notarized remotely online using communication technology via Proof.

PUBLIC NOTICE

Rezoning | 08-25-9668
General Development Plan | 09-25-9690
Colbern Farms
26100 E Colbern Road
Parcel # 54-420-98-06-01-0-00-000

Notice is hereby given that a public hearing will be held by the Planning Commission of the City of Blue Springs on **Monday, October 13, 2025 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, Colby Dowell, KAT Excavation, on behalf of the property owners, Sarai Jarnail S & Manjit K, for consideration to rezone from "GB-C" (General Business-Commercial) to "SF-7" (Single Family Residential)(RZ-08-25-9668) for the 16.67 +/- acre property with a General Development Plan (GDP-09-25-9690) with proposed 34 lots located at 26100 E Colbern Road. Interested parties may view the application materials on file by contacting the Community Development Department via email at ComDevLegal@bluespringsgov.com or at City Hall at 903 W Main Street, Blue Springs, MO. The site is legally described as follows:

All that part of the South 24 acres of the South Half of Government Lot 2 of the Fractional Northwest Quarter of Section 30, Township 48 Range 30 (The South Half of said Lot 2 sometimes referred to as Southwest Quarter of the Northwest Quarter of said Section) in Blue Springs, Jackson County, Missouri, lying West of the following described line: Beginning at a point on the center line of Colbern Road 280 feet West of the Center line of Missouri State Highway Number 7 as said roads are now established; thence North parallel to the center line of said Highway Number 7, a distance of 290 feet; thence West parallel with the center line of Colbern Road, 30 feet more or less, to a point 310 feet West of the East line of said Government Lot 2; thence North parallel with said East line 189.6 feet, more or less, to the South line of a tract of land conveyed to Robert L. Strain and Gladys R. Strain, Husband

and Wife, filed for record as Document No. 717213 in the Office of the Recorder of Deeds; thence West along the South line of said Tract, 2 feet, more or less, to the Southwest corner of said tract; thence North along the West line of said tract being a line which is parallel with and distance Westerly 282 feet from the West line of said Highway no. 7, a distance of 100 feet to the Southwest corner of Lot 1, EARL STROHM ADDITION, a subdivision of land; thence North along the West line of said subdivision and along the West line of the CORRECTED PLAT R.C. SHOTTS ADDITION, a subdivision of land, to a point on the North line of the South 24 acres of the South Half of said Government Lot 2, Subject to the Rights of the Public in Colbern Road, Except any parts in roads. EXCEPT that part described as follows: All that part of the South 24 acres of the South Half of Government Lot 2 of the Fractional Northwest Quarter of Section 30, Township 48 Range 30 (The South Half of said Lot 2 sometimes referred to as Southwest Quarter of the Northwest Quarter of said Section) in Blue Springs, Jackson County, Missouri, being more particularly described as follows: Commencing at the Southeast corner of said South Half of Government Lot 2; thence North 89 degrees 56 minutes 35 seconds West along the Southerly line of said South Half, a distance of 437.97 feet; thence North 00 degrees 03 minutes 25 seconds East, perpendicular to the last described course, a distance of 52.68 feet to a point on the Northerly Right-of-Way line of Colbern Road, as now established, said point being also the point of beginning of the tract of land to be described herein; thence North 89 degrees 20 minutes 42 seconds West, along said Northerly Right-of-Way line a distance of 239.21 feet; thence North 00 degrees 39 minutes 18 seconds East, perpendicular to said Northerly Right-of-Way line, a distance of 275.00 feet; thence South 89 degrees 20 minutes 42 seconds East, parallel with said Northerly Right-of-Way line of Colbern Road, a distance of 250.00 feet; thence South 00 degrees 39 minutes 18 seconds West, perpendicular to the last described course, a distance of 229.17 feet to a point on said Northerly Right-of-Way line; thence North 89 degrees 53 minutes 02 seconds West, along said Northerly Right-of-Way line, a distance of 11.22 feet; thence South 00 degrees 06 minutes 58 seconds West, continuing along said Northerly Right-of-Way line, a distance of 45.73 feet to the point of beginning .

CITY OF BLUE SPRINGS
Planning Commission
By: Shantele Frie Associate Planner

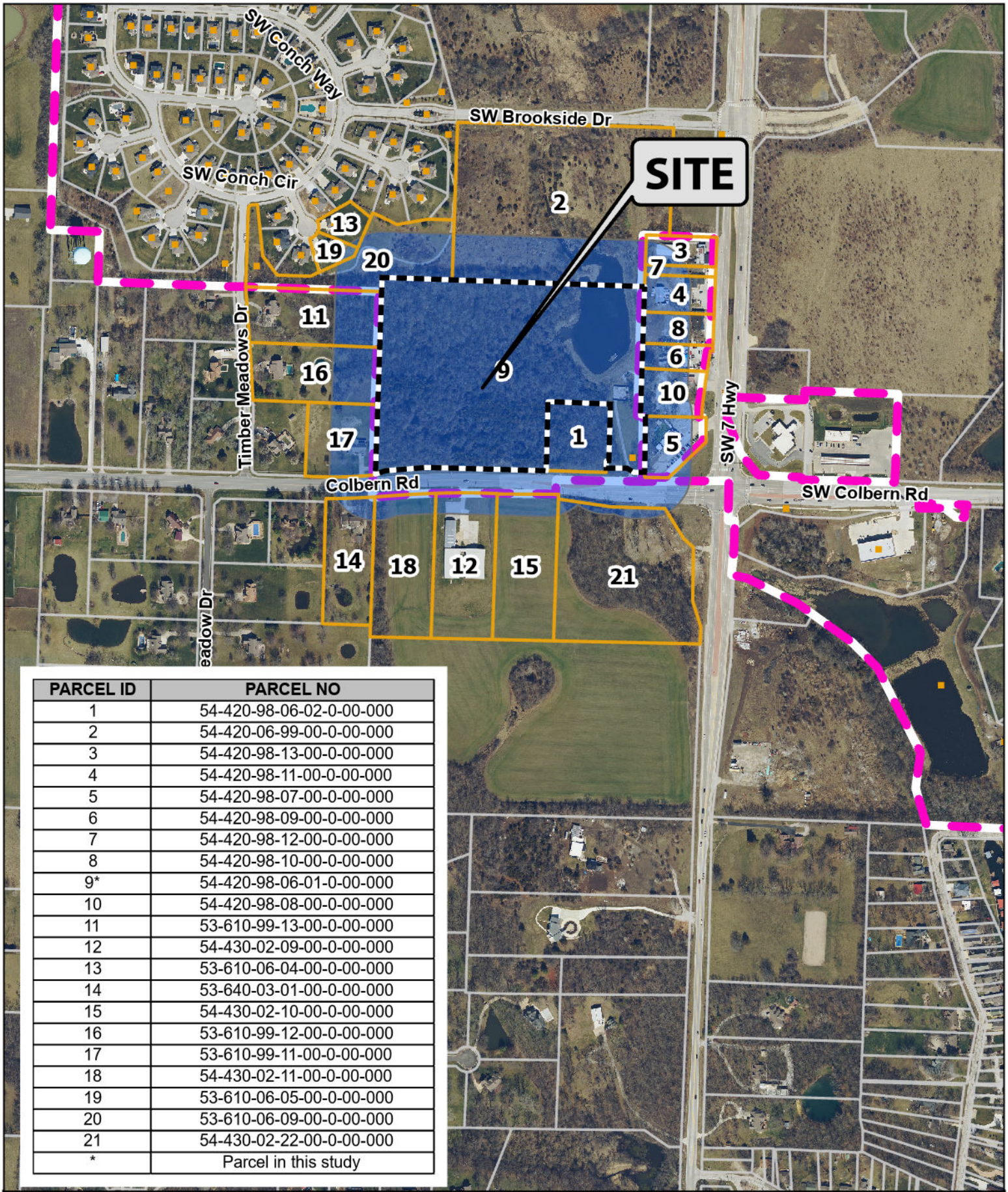
The City Council of the City of Blue Springs will also hold a public hearing on the above noted Rezoning (RZ-08-25-9668) and General Development Plan (GDP-09-25-9690) on **Monday, October 20, 2025 at 6:00 p.m.** in the Council Chambers of the Howard L. Brown Public Safety Facility to consider the application and the recommendation of the Planning Commission.

CITY OF BLUE SPRINGS
City Council

PUBLISH: Saturday, September 27, 2025
E-MAIL TO THE EXAMINER : legals@examiner.net
09/24/2025

Published in the Examiner, Sep 27, 2025

3893720



PARCEL ID	PARCEL NO
1	54-420-98-06-02-0-00-000
2	54-420-06-99-00-0-00-000
3	54-420-98-13-00-0-00-000
4	54-420-98-11-00-0-00-000
5	54-420-98-07-00-0-00-000
6	54-420-98-09-00-0-00-000
7	54-420-98-12-00-0-00-000
8	54-420-98-10-00-0-00-000
9*	54-420-98-06-01-0-00-000
10	54-420-98-08-00-0-00-000
11	53-610-99-13-00-0-00-000
12	54-430-02-09-00-0-00-000
13	53-610-06-04-00-0-00-000
14	53-640-03-01-00-0-00-000
15	54-430-02-10-00-0-00-000
16	53-610-99-12-00-0-00-000
17	53-610-99-11-00-0-00-000
18	54-430-02-11-00-0-00-000
19	53-610-06-05-00-0-00-000
20	53-610-06-09-00-0-00-000
21	54-430-02-22-00-0-00-000
*	Parcel in this study

The City of Blue Springs Missouri

RZ-08-25-9668 / GDP-09-25-9690 / PP-08-25-9670
Parcel # 54-420-98-06-01-0-00-000
801 SW Colbern Rd
185' LOCATION MAP

N

1" = 500'

Date: 09/24/25

Parcel ID	Name	situs_address	situs_city	situs_zip	owner_info	address_compl
1	54-420-98-06-02-0-00-000	NO ADDRESS ASSIGNED BY CITY	BLUE SPRINGS	64064	JADEN LAND LLC	701 NE SILVERLEAF PL LEES SUMMIT, MO 64064
2	54-420-06-99-00-0-00-000	NO ADDRESS ASSIGNED BY CITY	BLUE SPRINGS	64064	DAK REALTY DEVCO LLC	9613 S LAKE SHORE DR LAKE LOTAWANA, MO 64086
3	54-420-98-13-00-0-00-000	9318 S M 7 HWY	LAKE LOTAWANA	64064	A DAY LLC	9512 S MAIN ENTRANCE DR LAKE LOTAWANA, MO 64086
4	54-420-98-11-00-0-00-000	9324 S M 7 HWY	LAKE LOTAWANA	64064	A DAY LLC	9512 LAKE LOTAWANA RD LAKE LOTAWANA, MO 64086
5	54-420-98-07-00-0-00-000	9418 S M 7 HWY	LAKE LOTAWANA	64064	MOORE BY 4 LLC	2415 NE LAKE BREEZE DR LEES SUMMIT, MO 64086
6	54-420-98-09-00-0-00-000	9406 S M 7 HWY	LAKE LOTAWANA	64064	NUSSAIRAT MO	109 NE BROOKWOOD DR BLUE SPRINGS, MO 64014
7	54-420-98-12-00-0-00-000	9322 S M 7 HWY	LAKE LOTAWANA	64064	A DAY LLC	9512 LAKE LOTAWANA RD LAKE LOTAWANA, MO 64086
8	54-420-98-10-00-0-00-000	9400 S M 7 HWY	LAKE LOTAWANA	64064	A DAY LLC	9400 A MO 7 HWY LEES SUMMIT, MO 64064
9	54-420-98-06-01-0-00-000	801 SW COLBERN RD	BLUE SPRINGS	64064	SARAI JARNAIL S & MANJIT K	1405 SUNNY CREEK LN BLUE SPRINGS, MO 64014
10	54-420-98-08-00-0-00-000	9410 S M 7 HWY	LAKE LOTAWANA	64064	MOORE BY 4 LLC	2415 NE LAKE BREEZE DR LEES SUMMIT, MO 64086
11	53-610-99-13-00-0-00-000	9401 TIMBER MEADOWS DR	UNINCORPORATED	64064	DONAHOO SARAH & MARK K	9401 TIMBER MEADOWS DR LEES SUMMIT, MO 64064
12	54-430-02-09-00-0-00-000	26011 E COLBERN RD	UNINCORPORATED	64086	ROYAL KNIT HOLDINGS LC	26011 NE COLBERN RD LEES SUMMIT, MO 64086
13	53-610-06-04-00-0-00-000	9304 SW ORCA CT	BLUE SPRINGS	64064	EASLEY JOHN S & OUTLAW DANA M	9304 SW ORCA CT LEES SUMMIT, MO 64064
14	53-640-03-01-00-0-00-000	25909 E COLBERN RD	UNINCORPORATED	64086	MASSMAN AMBROSE J & THERESA E	25909 NE COLBERN RD LEES SUMMIT, MO 64086
15	54-430-02-10-00-0-00-000	26111 E COLBERN RD	UNINCORPORATED	64086	ROYAL KNIT HOLDINGS LC	26011 NE COLBERN RD LEES SUMMIT, MO 64086
16	53-610-99-12-00-0-00-000	9409 TIMBER MEADOWS DR	UNINCORPORATED	64064	GOPPERT JOHN ANDY	9409 TIMBER MEADOWS DR LEES SUMMIT, MO 64064
17	53-610-99-11-00-0-00-000	25908 E COLBERN RD	UNINCORPORATED	64064	KESSNER DONALD L & CATHERINE L TRUSTEE	25908 COLBERN RD LEES SUMMIT, MO 64063
18	54-430-02-11-00-0-00-000	26005 E COLBERN RD	UNINCORPORATED	64086	ROYAL KNIT HOLDINGS LLC	26011 NE COLBERN RD LEES SUMMIT, MO 64086
19	53-610-06-05-00-0-00-000	9308 SW ORCA CT	BLUE SPRINGS	64064	WILSON JOSEPH & BRIDGID	9308 SW ORCA CT BLUE SPRINGS, MO 64064
20	53-610-06-09-00-0-00-000	1098 SW CONCH CIR	BLUE SPRINGS	64064	THE ESTATES AT CHAPMAN FARMS HOMEOWNERS ASSOCIATION INC	9613 S LAKE SHORE DR LAKE LOTAWANA, MO 64086
21	54-430-02-22-00-0-00-000	26301 E COLBERN RD	LAKE LOTAWANA	64086	PEASE ROBERT W JR & CYNTHIA	26301 E COLBERN RD LAKE LOTAWANA, MO 64086

Blue Springs, Missouri
Community Development

September 26, 2025

Ref: Public Hearing: Rezoning | RZ-08-25-9668
General Development Plan | GDP-09-25-9690
Colbern Farms
26100 E Colbern Road
Parcel # 54-420-98-06-01-0-00-000

Dear Property Owner:

A Public Hearing will be held by the Planning Commission and the City Council of the City of Blue Springs to receive comments from interested parties and citizens relative to a request by the applicant, Colby Dowell of KAT Excavation for consideration to rezone from "GB" (General Business) to "SF-7" (Single Family)(RZ-08-25-9668) for the 16.67+/- acre neighborhood development with a General Development Plan (GDP-09-25-9690) located at 26100 E Colbern Road.

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, October 13, 2025 @ 6:30 p.m.
&
City Council – Monday, October 20, 2025 @ 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

Traci Breshears
Administrative Assistant

Introduced by Councilmember _____ BILL NO. 5365
(RZ-08-25-9668)

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE REZONING PROPERTY "GB-C" (GENERAL BUSINESS-COMMERCIAL) TO "SF-7" (SINGLE-FAMILY RESIDENTIAL DISTRICT)

WHEREAS, proper application having been made to rezone the property hereinafter described; and

WHEREAS, the applicant has requested rezoning from "GB-C" (General Business-Commercial) to "SF-7" (Single-Family Residential District); 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 October 27, 2025; Planning Commission, after said hearing, recommended that the application for a rezoning be approved; and

WHEREAS, thereafter, a public hearing was held by the City Council on November 17, 2025; and

WHEREAS, in accordance with Title IV, Unified Development Code of the Municipal Code of the City of Blue Springs, Missouri, it was determined that the application was appropriate at the location herein described; and

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

Section 1. The following described tract of real estate is hereby rezoned from "GB-C" (General Business-Commercial) to "SF-7" (Single-Family Residential District). The site is legally described as follows:

All that part of the South 24 acres of the South Half of Government Lot 2 of the Fractional Northwest Quarter of Section 30, Township 48 Range 30 (The South Half of said Lot 2 sometimes referred to as Southwest Quarter of the Northwest Quarter of said Section) in Blue Springs, Jackson County, Missouri, lying West of the following described line: Beginning at a point on the center line of Colbern Road 280 feet West of the Center line of Missouri State Highway Number 7 as said roads are now established; thence North parallel to the center line of said Highway Number 7, a distance of 290 feet; thence West parallel with the center line of Colbern Road, 30 feet more or less, to a point 310 feet West of the East line of said Government Lot 2; thence North parallel with said East line 189.6 feet, more or less, to the South line of a tract of land conveyed to Robert L. Strain and Gladys R. Strain, Husband and Wife, filed for record as Document No. 717213 in the Office of the Recorder of Deeds; thence West along the South line of said Tract, 2 feet, more or less, to the Southwest corner of said tract; thence North along the West line of said tract being a line which is parallel with and distance Westerly 282 feet from the West line of said Highway no. 7, a distance of 100 feet to the Southwest corner of Lot 1, EARL STROHM ADDITION, a subdivision of land; thence North along the West line of said subdivision and along the West line of the CORRECTED PLAT R.C. SHOTTS ADDITION, a subdivision of

land, to a point on the North line of the South 24 acres of the South Half of said Government Lot 2, Subject to the Rights of the Public in Colbern Road, Except any parts in roads.
EXCEPT that part described as follows: All that part of the South 24 acres of the South Half of Government Lot 2 of the Fractional Northwest Quarter of Section 30, Township 48 Range 30 (The South Half of said Lot 2 sometimes referred to as Southwest Quarter of the Northwest Quarter of said Section) in Blue Springs, Jackson County, Missouri, being more particularly described as follows: Commencing at the Southeast corner of said South Half of Government Lot 2; thence North 89 degrees 56 minutes 35 seconds West along the Southerly line of said South Half, a distance of 437.97 feet; thence North 00 degrees 03 minutes 25 seconds East, perpendicular to the last described course, a distance of 52.68 feet to a point on the Northerly Right-of-Way line of Colbern Road, as now established, said point being also the point of beginning of the tract of land to be described herein; thence North 89 degrees 20 minutes 42 seconds West, along said Northerly Right-of-Way line a distance of 239.21 feet; thence North 00 degrees 39 minutes 18 seconds East, perpendicular to said Northerly Right-of-Way line, a distance of 275.00 feet; thence South 89 degrees 20 minutes 42 seconds East, parallel with said Northerly Right-of-Way line of Colbern Road, a distance of 250.00 feet; thence South 00 degrees 39 minutes 18 seconds West, perpendicular to the last described course, a distance of 229.17 feet to a point on said Northerly Right-of-Way line; thence North 89 degrees 53 minutes 02 seconds West, along said Northerly Right-of-Way line, a distance of 11.22 feet; thence South 00 degrees 06 minutes 58 seconds West, continuing along said Northerly Right-of-Way line, a distance of 45.73 feet to the point of beginning.

Section 2. The “SF-7” (Single-Family Residential District) zoning designation shall be effective upon the approval by the City Council.

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 17th day of November 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

Introduced by Councilmember _____ BILL NO. 5366
(GDP-09-25-9690)

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE GENERAL DEVELOPMENT PLAN FOR COLBERN FARMS LOCATED AT 26100 E COLBERN ROAD, BLUE SPRINGS, JACKSON COUNTY, MISSOURI

WHEREAS, proper application having been made to approve a General Development Plan for property hereinafter described; and

WHEREAS, after review of the General Development Plan with respect to such issues as density, the impact to surrounding areas, the adequacy of facilities and services, and compliance with development regulations to achieve quality development, and it has been determined that the application meets applicable requirements; 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 October 27, 2025; Planning Commission, after said hearing, recommended that the application for the General Development Plan be approved; and

WHEREAS, thereafter a public hearing was held by the City Council on November 17, 2025; and

WHEREAS, in accordance with Title IV, Unified Development Code of the Municipal Code of the City of Blue Springs, Missouri, it was determined that the application was appropriate at the location herein described; and

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

Section 1. The following described tract of real estate is hereby declared subject to the General Development Plan for Colbern Farms. The site is legally described as:

All that part of the South 24 acres of the South Half of Government Lot 2 of the Fractional Northwest Quarter of Section 30, Township 48 Range 30 (The South Half of said Lot 2 sometimes referred to as Southwest Quarter of the Northwest Quarter of said Section) in Blue Springs, Jackson County, Missouri, lying West of the following described line: Beginning at a point on the center line of Colbern Road 280 feet West of the Center line of Missouri State Highway Number 7 as said roads are now established; thence North parallel to the center line of said Highway Number 7, a distance of 290 feet; thence West parallel with the center line of Colbern Road, 30 feet more or less, to a point 310 feet West of the East line of said Government Lot 2; thence North parallel with said East line 189.6 feet, more or less, to the South line of a tract of land conveyed to Robert L. Strain and Gladys R. Strain, Husband and Wife, filed for record as Document No. 717213 in the Office of the Recorder of Deeds; thence West along the South line of said Tract, 2 feet, more or less, to the Southwest corner of said tract; thence North along the West line of said tract being a line which is parallel with and distance Westerly 282 feet from the West line of said Highway no. 7, a distance of 100 feet to the Southwest corner of Lot 1, EARL STROHM ADDITION,

a subdivision of land; thence North along the West line of said subdivision and along the West line of the CORRECTED PLAT R.C. SHOTTS ADDITION, a subdivision of land, to a point on the North line of the South 24 acres of the South Half of said Government Lot 2, Subject to the Rights of the Public in Colbern Road, Except any parts in roads.

EXCEPT that part described as follows: All that part of the South 24 acres of the South Half of Government Lot 2 of the Fractional Northwest Quarter of Section 30, Township 48 Range 30 (The South Half of said Lot 2 sometimes referred to as Southwest Quarter of the Northwest Quarter of said Section) in Blue Springs, Jackson County, Missouri, being more particularly described as follows: Commencing at the Southeast corner of said South Half of Government Lot 2; thence North 89 degrees 56 minutes 35 seconds West along the Southerly line of said South Half, a distance of 437.97 feet; thence North 00 degrees 03 minutes 25 seconds East, perpendicular to the last described course, a distance of 52.68 feet to a point on the Northerly Right-of-Way line of Colbern Road, as now established, said point being also the point of beginning of the tract of land to be described herein; thence North 89 degrees 20 minutes 42 seconds West, along said Northerly Right-of-Way line a distance of 239.21 feet; thence North 00 degrees 39 minutes 18 seconds East, perpendicular to said Northerly Right-of-Way line, a distance of 275.00 feet; thence South 89 degrees 20 minutes 42 seconds East, parallel with said Northerly Right-of-Way line of Colbern Road, a distance of 250.00 feet; thence South 00 degrees 39 minutes 18 seconds West, perpendicular to the last described course, a distance of 229.17 feet to a point on said Northerly Right-of-Way line; thence North 89 degrees 53 minutes 02 seconds West, along said Northerly Right-of-Way line, a distance of 11.22 feet; thence South 00 degrees 06 minutes 58 seconds West, continuing along said Northerly Right-of-Way line, a distance of 45.73 feet to the point of beginning.

Section 2. No land covered within this General Development Plan, or contained within the area described by Section 1 of this Ordinance, may be developed except in compliance with the General Development Plan approved herein by the City of Blue Springs or hereinafter revised, and the requirements of said General Development Plan shall include any staff recommendations contained in the staff report and presented to the Planning Commission at its October 27, 2025, meeting and to the City Council at its November 17, 2025, meeting, and approved by the City Council as conditions of development passage by this Ordinance and of this General Development Plan, and shall be deemed to include those conditions in addition to those contained in the UDC and in documents and drawings submitted to the Planning Commission and City Council and approved hereby, including the following conditions:

1. Approval by the City Council based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC.

Section 3. The base zoning district standards and other applicable regulations of the Unified Development Code shall control development within the General Development Plan.

Section 4. An Administrative Site Plan Design Review shall be submitted and approved prior to the installation of landscaping and/or buffers in each phase and prior to the approval and recording of the Final Plat for that phase. Approval of the Administrative Site Plan Design Review shall only be granted if it is in substantial compliance with the approved

General Development Plan.

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

Section 6. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 17th day of November 2025.

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: November 7, 2025

SUBMITTED BY: Bob Muenz **DEPARTMENT: Police**

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

ISSUE/REQUEST

Passage of a Bill amending Sections of Chapter 215 of the Blue Springs Code of Ordinances regarding Dogs, Cats, Animals and Dangerous Animals.

BACKGROUND/JUSTIFICATION

The proposed amendments and additions to Chapter 215 will clarify ambiguities present in the current ordinances, promoting the safety and well-being of animals in the city while providing consequences for owners of animals who do not maintain the prescribed level of care and control of the animals. The amendments are the result of coordination between the Prosecutor and Animal Control.

Below is a general summary of proposed changes with the proposed Bill showing the full redlined changes.

215.010 Definitions

- Modified language for definition of Abandon, Harbor, Restraint
- Added definitions for Altered, Breeder, Livestock, Poultry, Quarantine-In-Home, Quarantine-Supervised, Wildlife
- Removed definition of Neutered, Spayed Female Dog or Cat

Animal Control has seen a rise in people intentionally letting animals out of fence or car to dispose of them, numerous questions have come up in Court regarding ownership vs. harboring, and questions have come up regarding poultry and waterfowl. This section was last updated in 1999.

215.030 Number of Animals

- Modified to include babies and distinguish from commercial kennel or breeder that requires state license.

Animal breeding is becoming a common excuse for over the limit animals, the inclusion of babies to the total number is to prevent breeding that turns in into hoarding. This section was Last updated in 2006.

215.040 Duty of Owner to Restrain

- Added enhanced punishment for unrestrained animal that bites a human or another animal.

215.050 Animal Neglect

- Clarified neglect with specific language prohibiting leaving animals in vehicles in dangerous conditions.

Animal Control has seen an increase in the number of animals left in vehicles. This section was last updated in 1994.

215.060 Cruelty to Animals

- Amended to follow State Statute

This section was last updated in 1982.

215.080 Animals That Bite Duty of Owner

- Added bites to other animals.
- Clarified conditions of quarantine

This section was last updated in 1994.

215.120 Exemption from Provisions

- Updated appropriate sections numbers after added sections.
- This section was last updated in 1982.

215.140 Veterinarian Tag Required

- Clarifies duty to produce upon demand proof of rabies vaccination
- Clarifies medical exemptions

Numerous questions and confusion have risen in Court regarding the duty to produce proof of vaccination. This section was last updated in 2012.

Section 215.170 Dangerous Animals Prohibited

- Removes the language requiring a written complaint and clarifies harboring of dangerous animals.

FINANCIAL IMPACT

N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
November 17, 2025	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 of ordinances.

REVIEWED BY:

Requesting Director: ***Bob Muenz***	Budget: ***N/A***
Legal: ***Jennifer Baird***	City Administrator: ***Christine Cates***

Introduced by _____ BILL NO. 5367

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS OF CHAPTER 215 OF THE CODE OF ORDINANCES, CITY OF BLUE SPRINGS, MISSOURI RELATING TO DOGS, CATS, ANIMALS AND DANGEROUS ANIMALS

WHEREAS, Chapter 215 of the Code of Ordinances, City of Blue Springs, Missouri sets forth the provisions that govern Dogs, Cats, Animals and Dangerous Animals; and

WHEREAS, to better serve the citizens of Blue Springs the following ordinances are being amended to present better clarity and purpose: Sections 215.010 Definitions, 215.030 Number of Animals, 215.040 Duty of Owner to Restrain, 215.050 Animal Neglect, 215.060 Cruelty to Animals, 215.080 Animals That Bite Duty of Owner, 215.120 Exemption from Provisions, 215.140 Veterinarian Tag Required, 215.170 Dangerous Animals Prohibited.

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 Section 215.010 of the Code of Ordinances, City of Blue Springs, Missouri, is hereby amended to read as follows:

215.010 Definitions

As used in this Chapter the following terms shall have these prescribed meanings:

ABANDON

Leaving a dog, cat or other animal in the City and not providing food, water or shelter. Owner intentionally releasing an animal from restraint or confinement and setting it free from property or motor vehicle. This shall include leaving or not redeeming a dog, cat or other animal at an animal shelter, Animal Control Impound, Veterinary Clinic, groomer, boarding facility or kennel.

ALTERED

Spay or neutered and unable to reproduce.

ANIMAL

Any living, vertebrate creature, domestic or wild, other than lobster, shrimp, clams, fish in an aquarium, and humans.

ANIMAL CONTROL OFFICER

An officer or agent designated by the City of Blue Springs to enforce this Chapter and may include a Police Officer.

AT LARGE

A dog, cat or other animal shall be deemed to be at large when off the property of the owner and not under restraint.

BREEDER - A person, engaged in the business or hobby of breeding animals for sale or for exchange in return for a consideration, and who harbors more than ONE intact female for the primary purpose of breeding animals for sale;

DANGEROUS ANIMAL

Any animal having evidenced a disposition, propensity or tendency to attack or bite any person or other animal without provocation, or any animal which, without provocation, in a vicious or terrorizing manner, approaches any person in apparent attitude of attack upon the streets, sidewalks, or any public grounds or places; or any animal which is wild by nature and of a species which, due to size, vicious nature or other characteristics, constitutes a danger to human life, physical well-being, or property; or any animal which has been found to be vicious, dangerous, or a danger or menace to persons or other animals by a court of law of another jurisdiction after a hearing or upon a plea agreement is hereby deemed to be a dangerous animal. For the purpose of this Chapter, where the official records of the Animal Control Office or the Police Department of this City or any other jurisdiction establish that an animal has bitten any person or other animal on one (1) or more separate occasions without provocation, such evidence shall be prima facie evidence that said animal is a dangerous animal. In making a determination as to whether an animal is dangerous, elements that may be considered, but are not required to be, are provocation, location of the event, reason for the attack, whether the animal is acting protectively, whether the animal was tormented or abused, the seriousness of an attack, and previous attacks.

EXPOSED TO RABIES

Shall mean bitten by, or fought with, or has come in close contact with an animal showing symptoms of rabies.

HARBOR

To feed or shelter an animal at the same location for three or more days.

HUMANE MANNER

Care of an animal to include, but not be limited to, adequate heat, ventilation and sanitary shelter, wholesome food and water, consistent with the normal requirements and feeding habits of the animal's size, species and breed.

KENNEL

An establishment kept for the purpose of breeding, selling, or boarding dogs or cats or engaging in training dogs or cats.

LIVESTOCK

Any traditional farm animal including but not limited to cows, sheep, horses, donkey, pony, goats, non-pot bellied pigs, geese, turkey, lama, and alpaca.

~~NEUTERED~~

~~Rendered permanently incapable of reproduction.~~

OWNER

The person having the right of property or custody of a dog, cat, or animal or who keeps or harbors a dog, cat, or animal or knowingly permits a dog, cat or animal to remain on or about any premises occupied by that person.

POULTRY

Domesticated avian species that can be raised for eggs, meat and/or feathers. The term "poultry" covers a wide range of birds, from indigenous and commercial breeds of chickens, ducks, turkeys, guinea fowl, geese, quail, pigeons, ostriches and pheasants.

QUARANTINE-IN-HOME

An Animal being confined in-doors and separated and isolated from all persons and animals at all times. Animal is to be taken outdoors for the bathroom on a leash restrained by owners as needed. The animal is not to leave the property or interact with other people or animals during this period.

QUARANTINE-SUPERVISED

An Animal being impounded in designated shelter or animal hospital for monitored isolation.

RESTRAINT

A dog, cat, or animal is under restraint if it is within a fully enclosed or fenced area or under the handheld leash of owner or agent of the owner, or on a leash confining such dog, cat, or animal to the yard of its owner; or such dog, cat, or animal is confined to the premises of the residential property of their owner by an electronic fence or an electronic collar.

~~SPAYED FEMALE DOG OR CAT~~

~~A female dog or cat certified by a licensed veterinarian to have been spayed.~~

VICIOUS ANIMAL

A dog, cat, or animal that constitutes a physical threat to humans or other domestic animals.

WILDLIFE

Native species to the state or region shall mean and include all wild birds, mammals, fish and other aquatic and amphibious forms, and all other wild animals, regardless of classification, whether resident, or migratory, protected or unprotected. Including, but not limited to squirrels, raccoons, opossums, fox, coyote, Canadian Geese, skunk, badger, or bobcat.

Section 2. That Section 215.030 of the Code of Ordinances, City of Blue Springs, Missouri, is hereby amended to read as follows:

Section 215.030 Number Of Animals — Residential Restriction.

It shall be unlawful for any person to own, keep ~~or~~, harbor or have custody of more than four (4) adult animals over the age of six (6) months, and no more than twelve (12) total animals of any age in a zoned residential neighborhood. Five (5) or more adult animals or thirteen (13) or more total animals will constitute a commercial kennel or breeder and require proper zoning and an occupational license issued by the City License Collector, as well as require proper state license from the Missouri Department of Agriculture. Backyard Hens as permitted by Section 215.127 do not count towards the Number of Animals contained within this Section.

Section 3. That Section 215.040 of the Code of Ordinances, City of Blue Springs, Missouri, is hereby amended to read as follows:

Section 215.040 Duty Of Owner To Restrain Dogs, Cats Or Other Animals At All Times And Exceptions.

A. A dog or cat or other animal owner, or a person having charge, care, control or custody of any dog, cat or other animal, shall keep their dog, cat, or other animal under restraint at all times. The foregoing shall not apply to a "Seeing Eye dog" actually being used by a blind person, a "signal dog" actually being used by a hearing impaired person, or a "service dog" actually being used by a ~~handicapped~~ person with a disability, or a Police dog being used by any Federal, State, County, City or City and County Law Enforcement Agency for any law enforcement purpose, or a dog within the fenced in area of an area designated and posted as a dog park by the City of Blue Springs so long as such dog does not harm or damage, or threaten to harm or damage, any person or animal on public or private property.

B. An animal owner, or a person having charge, care, control or custody of any dog, cat or other animal that is not under restraint and bites a human or another animal shall be subject to enhanced punishment. Punishment shall be determined by the Court to be a fine of not more than one thousand dollars ($1000.00) or imprisonment not exceeding ninety (180) days, or by both such fine and imprisonment.

Section 4. That Section 215.050 of the Code of Ordinances, City of Blue Springs, Missouri, is hereby amended to read as follows:

Section 215.050 Animal Neglect — Duties Of Owner.

A. The owner of a dog, cat or other animal shall provide it with humane shelter from heat, cold, rain, wind and snow, and shall give it food and water adequate to keep the animal in good health and comfort. Animal shelters, to include dog houses and kennels, must be soundly constructed, dry and provided in cold weather with clean bedding. All dogs or cats must be given an opportunity for vigorous daily exercise and must be provided by their owners with veterinary care when needed to prevent suffering.

B. The owner of a dog, cat or other animal shall not leave an animal unattended in a motor vehicle without proper food, water and protection from exposure to extreme temperatures hot or cold.

C. No owner shall permit a dog or cat to bark, howl, meow or cry, in such a manner that it annoys or disturbs a reasonable ~~man~~ person.

D. No owner shall allow to accumulate excrement or other waste material such that either the odor or smell of the same is offensive to a reasonable man located off the owner's property, or the condition creates a health hazard to man or animal, or unreasonably interferes with the normal enjoyment of another person's property.

E. No owner of a dog, cat or other animal shall abandon their dog, cat or animal.

Section 5. That Section 215.060 of the Code of Ordinances, City of Blue Springs, Missouri, is hereby amended to read as follows:

Section 215.060 Cruelty To Animals Prohibited.

~~It shall be unlawful for any person within the City to inhumanely, cruelly or unreasonably whip, beat or abuse any animal.~~

A person commits the offense of Cruelty to Animals if he or she:

(1) Intentionally or purposely kills an animal in any manner not allowed by or expressly exempted from the provisions of RSMo sections 578.005 to 578.023 and 273.030; or

(2) Purposely or intentionally causes injury or suffering to an animal; or

(3) Having ownership or custody of an animal knowingly fails to provide adequate care which results in substantial harm to the animal.

Section 6. That Section 215.080 of the Code of Ordinances, City of Blue Springs, Missouri, is hereby amended to read as follows:

Section 215.080 Animals That Bite Humans; Animals Exposed To Rabies — Duty Of Owner — Quarantine Required.

A. Every animal that has bitten any person or persons or another domestic animal that resides outside the residence shall be immediately ~~confined~~ quarantined, in home by the owner, who shall promptly notify ~~a Police Officer or~~ an Animal Control Officer. The owners shall, upon demand by ~~a Police Officer or~~ an Animal Control Officer, surrender any such animal for

supervised quarantine in the designated City ~~Pound,~~ Animal Shelter, or a licensed veterinary hospital as designated by the Chief of Police or a Police Department Animal Control Supervisor, and shall be held responsible for all costs incurred during the quarantine period. The animal must, in any event, be quarantined for ten (10) days. The owner shall pay all boarding fees and costs of having their animal vaccinated against rabies, if any, before release ~~from kennel~~.

B. When bitten by a rabid animal, unvaccinated animals should be destroyed immediately. If the owner is unwilling to have this done, the unvaccinated animal shall be placed in strict isolation for six (6) months and shall be vaccinated one (1) month before being released. The owner shall pay the costs of the "strict isolation" and the vaccination.

Section 7. That Section 215.120 of the Code of Ordinances, City of Blue Springs, Missouri, is hereby amended to read as follows:

Section 215.120 Exemptions From Provisions.

Hospitals, clinics and other facilities operated by licensed veterinarians for the care and treatment of animals are exempt from all provisions of this Chapter except Sections ~~215.070 through 215.100~~ 215.050 through 215.100. The veterinarian tag provisions of this Chapter shall apply to non-residents of the City.

Section 8. That Section 215.140 of the Code of Ordinances, City of Blue Springs, Missouri, is hereby amended to read as follows:

Section 215.140 Veterinarian Tag Required.

No person shall own, keep or harbor any dog, or cat or ferret over four (4) months of age within the City limits unless such animal has been vaccinated against rabies within the last twelve (12) months with rabies vaccine effective for annual vaccinations or within the last three (3) years if previously vaccinated with vaccine with an effective vaccination duration of three (3) years per the manufacturer's warranty and the recommendation of a veterinarian, and has been issued a receipt and tag from a licensed veterinarian as herein provided, which tag shall reflect the effective duration of the vaccination and which tag the dog or cat shall wear at all times. Proof of rabies vaccination status must be provided when requested by an Animal Control Officer. Rabies vaccination will not be required when deemed medically dangerous for the animal. Official documentation signed by a licensed veterinarian is required stating rabies vaccination is not medically possible for safety of the animal.

Section 9. That Section 215.170 of the Code of Ordinances, City of Blue Springs, Missouri, is hereby amended to read as follows:

Section 215.170 Dangerous Animals Prohibited

A. Upon the written complaint of any person that a person owns, or is keeping or harboring, within the City a dangerous animal in violation of this Chapter, the Animal Control Officer or ~~Public Safety~~ Police Officer shall forthwith cause the matter to be investigated; and, if after investigation, the facts indicate:

1. The animal is a dangerous animal; and

2. Such person named in the complaint is, in fact, the owner of, or is keeping or harboring, any such dangerous animal in the City.

The Animal Control Officer or ~~Public Safety~~ Police Officer shall forthwith issue a general ordinance summons for a violation of Section 215.160 to such person owning or keeping or harboring said animal, and give written notice to such person requiring such person to safely remove said animal from the City within three (3) days of the date of said notice. Upon removal from the city, owner must notify Animal Control as to the location of the animal involved.

B. Notice as herein provided shall not be required where such dangerous animal has caused serious physical harm or death to any person or other animal or has escaped and is at large. In such case, the Animal Control Officer or Police Officer shall immediately issue a general ordinance summons to the person who owns or is keeping or harboring the animal for a violation of Section 215.160, and cause said animal to be immediately seized and impounded, or killed if seizure or impoundment is not possible without risk of serious physical harm or death to any person. Impoundment may be in any animal shelter so designated by the person in charge of animal control. It is unlawful to fail to remove the animal within the three (3) day period and said failure shall constitute a violation of this Section. All impoundment costs are the responsibility of the owner.

Section 10. That this Ordinance shall be in full force and effect from and after its passage and approval.

Section 11. 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 17th day of November 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____