CITY COUNCIL MEETING
December 1, 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 17, 2025 City Council Meeting
   b. Resolution No. 103-2025 approving a disposition of records
   c. Resolution No. 104-2025 approving the purchase of a 2025 Bobcat T76

4. Proclamation – Blue Springs South High School Girls Cross Country Team

5. Public Hearing – Brookside Estates - Amended Planned Unit Development Concept Plan (PUDC-10-25-9711) **To be continued to December 15, 2025**

6. Public Hearing – Rampage Athletics Rezoning (RZ-07-25-9644) and Planned Development Concept Plan (PDC-07-25-9645)

7. Introduction and readings of Bill No. 5368 approving a Rampage Athletics Rezoning (RZ-07-25-9644) and Planned Development Concept Plan (PDC-07-25-9645)

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

9. Introduction and readings of Bill No. 5369 accepting five easements for Woodlands at Chapman Farms 2nd Plat

10. Introduction and readings of Bill No. 5370 approving a two-year contract with Johnson County, Missouri for Detention Services

11. Introduction and readings of Bill No. 5371 approving a Subaward Agreement for the Jackson County Drug Task Force for the 2024 Edward Byrne Memorial Justice Assistance Grant

12. 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.**

13. Councilmember Comments

14. Mayoral Comments

15. Executive Session - Discussion related to Litigation and Personnel pursuant to Sections 610.021 (1), (3) and (13)

Miscellaneous Items

Candidate Packet Pickup Begins – Tuesday, December 2
Planning Commission Meeting – Monday, December 8, 6:30 PM
First Day of Candidate Filing – Tuesday, December 9
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
Economic Development Council – Wednesday, December 17, 8:15 AM
Planning Commission Meeting – Monday, December 22, 6:30 PM
Christmas Eve – **City Services Closed** – Wednesday, December 24
Christmas Day – **City Services Closed** – Thursday, December 25
Day after Christmas – **City Services Closed** – Friday, December 26
Last Day of Candidate Filing – Tuesday, December 30
New Year's Eve – **City Services Closed** – Thursday, January 1
City Council Meeting – Monday, January 5, 6:00 PM

This Agenda was posted at City Hall and on the City's website on Monday, November 24, 2025.

Erin Ford, City Clerk

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

FROM: Christine Cates
City Administrator

DATE: November 24, 2025

SUBJECT: Agenda Explanations

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

Item 3c – Purchase of a Bobcat T76
Adopt a Resolution approving a purchase in the amount of $78,343.01 from Doosan Bobcat North America, Inc dba Bobcat Company for a 2025 Bobcat T76, CIP Project SAN-20. Refer to Council Information Form from Superintendent of Public Works Nate Lea for additional information.

Item 5 – Brookside Estates Amended Planned Unit Development Concept Plan Continuance
The Applicant, Clint Loumaster on behalf of the property owner, Brian Mertz is requesting the public hearing for consideration of an Amended Planned Unit Development Concept Plan (PUDC-10-25-9711) for Brookside Estates at Chapman Farms to be continued to the December 15, 2025 City Council meeting. A motion to continue is in order.

Items 6 & 7 – Rampage Athletics Rezoning and Planned Development Concept Plan
A public hearing is being held at the request of the applicant, Michael Scott, St. Peter United Methodist Church, on behalf of the property owner, St. Peter United Methodist Church, for consideration to rezone the subject property from "MF-14" (Moderate Density Multi-Family District to "PD-C" (Planned Development—Commercial) with a Planned Development Concept Plan (PDC-07-25-9645) for the property located at 2001 SW 9th Street. Upon conclusion of the public hearing, a Bill rezoning the property and approving the Planned Development Concept Plan will be ready for introductions and readings. Refer to Council Information Form from Senior Director of City Development Mike Mallon for additional information.

Item 9 – Easements for Woodlands at Chapman Farms 2nd Plat
Passage of a Bill accepting off-site storm, sanitary sewer and access easements for the Woodlands at Chapman Farms, 2nd Plat (PF-08-25-9671). Refer to Council Information Form from Senior Director of City Development Mike Mallon for additional information.

Item 10 – Contract for Johnson County Detention Services
Passage of a Bill approving a two-year contract with Johnson County, Missouri for Detention Services. Refer to Council Information Form from Police Chief Bob Muenz for additional information.

Item 11 – Subaward Agreement for the 2024 Edward Byrne Memorial Justice Assistance Grant
Passage of a Bill approving a Subaward Agreement for the Jackson County Drug Task Force for the 2024 Edward Byrne Memorial Justice Assistance Grant. Refer to Council Information Form from Police Chief Bob Muenz for additional information.

CITY OF BLUE SPRINGS, MISSOURI
MINUTES OF COUNCIL MEETING
November 17, 2025

A meeting of the City Council of the City of Blue Springs, Missouri, was held on Monday, November 17, 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
Galen Ericson
Kent Edmondson
Jeremy Rowan

Also present were Assistant City Administrator Dennis Dovel, 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 Ericson moved to approve the Consent Agenda and the motion was seconded by Councilmember Kaylor.

- Minutes of the November 3, 2025 City Council Meeting
- **Resolution No. 97-2025** approving a purchase in the amount of $103,072.00 from Gulf States Distributors Inc. for ammunition
- **Resolution No. 98-2025** 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, Project # 19-01-02 approved as CIP ST-54
- **Resolution No. 99-2025** 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
- **Resolution No. 100-2025** 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
- **Resolution No. 101-2025** approving a contract in the amount of $199,244 with Progressive Electronics Inc. for updated audio/visual equipment for the Council Chambers, CIP Project PS-22
- **Resolution No. 102-2025** approving the submittal of an application for a Lead Service Line Funding Application grant for inventory of all lead services lines within Blue Springs

The Consent Agenda was approved with the following vote:

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

DRAFT

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

Mayor Lievsay 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 December 1, 2025 City Council meeting (RZ-07-25-9644, PDC-07- 25-9645).

Councilmember Kaylor moved to continue the public hearing on November 17, 2025 to December 1, 2025 City Council meeting. Motion seconded by Councilmember Ericson and carried unanimously.

2ND READING – BILL NO. 5354 – CODE AMENDMENT RELATING TO ANIMALS – MOTION TO CONTINUE INDEFINITELY

Mayor Lievsay advised the Council that the City is requesting 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.

Councilmember Kaylor moved to continue Bill No. 5354 indefinitely. Motion seconded by Councilmember Ericson and carried unanimously.

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

Mayor Lievsay opened the Public Hearing to consider a rezoning from Agriculture-County to Single-Family Residential District for the property located east of SE Wyatt Road and east of SE Litchford Road and a General Development Plan for Sullivan Ranch to allow for 218 single-family lots, five open space areas, walking trails, and amenities on 70.15 +/- acres at 6:02 p.m. (RZ-07-25-9646, GDP-07-25-9647). The minutes of the public hearing were recorded by a certified court reporter. City Clerk Erin Ford entered two exhibits into the record.

STAFF REPORT

Associate Planner Shantele Frie reviewed the details of the proposed Rezoning and General Development Plan and addressed questions from the Council.

APPLICANT

The Applicant's representative, Alex Graville, presented information and addressed questions from Council. A copy of the presentation is attached to these minutes.

IN OPPOSITION TO

Steve Lanier, David Harris, Karin Evans, Skye Alison, AJ Ali, Philip Houghton and Adam Kriz spoke in opposition.

The Mayor hearing no further comments for or against, closed the public hearing at 6:45 p.m.

INTRODUCTION AND 1ST READING – BILL NO. 5363 – SULLIVAN RANCH REZONING (RZ-07-25-9646)

Councilmember Ericson introduced Bill No. 5363 approving a rezoning from Agriculture-County to Single-Family Residential District for the property located east of SE Wyatt Road and east of SE Litchford Road (RZ-07-25-9646). City Clerk Erin Ford made the first reading of Bill No. 5363 by title; copies of the proposed Bill having previously been made available to the public.

A valid zoning protest petition was submitted for the rezoning which required the favorable vote of two-thirds of all of the members of the City Council.

Councilmember Ericson moved to approve Bill No. 5363 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Tholen and carried with the following vote:

Tholen – Aye	Edmondson – Aye
Brummel – No	Rowan – Aye
Ericson – No	Kaylor – No
	Mayor Lievsay – Aye

2ND READING – BILL NO. 5363

Ms. Ford made the second reading of Bill No. 5363 by title. Councilmember Edmondson moved to adopt Bill No. 5363 upon its second reading**,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Tholen and **failed** (two-thirds vote required) with the following vote:

Brummel – No	Rowan – Aye
Ericson – No	Kaylor – No
Edmondson – Aye	Tholen – Aye
	Mayor Lievsay – Aye

BILL NO. 5364 – SULLIVAN RANCH GENERAL DEVELOPMENT PLAN (GDP-07-25-9647) – NOT INTRODUCED

Mayor Lievsay announced that Bill Number 5364 would not be introduced or read as the corresponding Bill rezoning the property failed.

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

Mayor Lievsay opened the Public Hearing to consider a rezoning from General Business-Commercial to Single-Family Residential District for a property located at 26100 E Colbern Road and a General Development Plan for Colbern Farms to allow for 34 single-family lots and three open space tracts on 16.67 +/- acres at 6:49 p.m. (RZ-08-25-9668, GDP-09-25-9690). The minutes of the public hearing were recorded by a certified court reporter. City Clerk Erin Ford entered one exhibit into the record.

STAFF REPORT

Associate Planner Shantele Frie reviewed the details of the proposed Rezoning and General Development Plan and addressed questions from the Council.

APPLICANT

The Applicant's representative Robert Walquist was present and addressed questions from the Council

IN OPPOSITION TO

John Easley spoke in opposition.

The Mayor hearing no further comments for or against, closed the public hearing at 7:01 p.m.

INTRODUCTION AND 1ST READING – BILL NO. 5365 – COLBERN FARMS REZONING (RZ-08-25-9668)

Councilmember Kaylor introduced Bill No. 5365 approving a rezoning from General Business-Commercial to Single-Family Residential District for a property located at 26100 E Colbern Road (RZ-08-25-9668). City Clerk Erin Ford made the first reading of Bill No. 5365 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Ericson moved to approve Bill No. 5365 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Tholen and carried unanimously.

2ND READING – BILL NO. 5365

Ms. Ford made the second reading of Bill No. 5365 by title. Councilmember Edmondson moved to adopt Bill No. 5365 upon its second reading and give it **ORDINANCE NO. 5464,** 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 – Aye
Mayor Lievsay – Aye

INTRODUCTION AND 1ST READING – BILL NO. 5366 – COLBERN FARMS GENERAL DEVELOPMENT PLAN (GDP-09-25-9690)

Councilmember Kaylor introduced Bill No. 5366 approving a General Development Plan for Colbern Farms to allow for 34 single-family lots and three open space tracts on 16.67 +/- acres (GDP-09-25-9690). City Clerk Erin Ford made the first reading of Bill No. 5366 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Ericson moved to approve Bill No. 5366 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Edmondson and carried unanimously.

2ND READING – BILL NO. 5366

Ms. Ford made the second reading of Bill No. 5366 by title. Councilmember Edmondson moved to adopt Bill No. 5366 upon its second reading and give it **ORDINANCE NO. 5465,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Tholen and carried with the following vote:

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

INTRODUCTION AND 1ST READING – BILL NO. 5367 – CODE AMENDMENT RELATING TO ANIMALS

Councilmember Kaylor introduced Bill No. 5367 amending Sections of Chapter 215 of the Blue Springs Code of Ordinances regarding Dogs, Cats, Animals and Dangerous Animals. City Clerk Erin Ford made the first reading of Bill No. 5367 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Ericson moved to approve Bill No. 5367 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Tholen and carried unanimously.

2ND READING – BILL NO. 5367

Ms. Ford made the second reading of Bill No. 5367 by title. Councilmember Edmondson moved to adopt Bill No. 5367 upon its second reading and give it **ORDINANCE NO. 5466,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Ericson and carried with the following vote:

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

COUNCIL COMMENTS

Brummel: Thank you to Public Works for the Sni-A-Bar Wastewater Treatment Plant tour and all they do.

MAYORAL ANNOUNCEMENTS

- The Blue Springs High School Golden Regiment did well at the National Competition
- The Parks Department is hosting a "Let's Glow" pool party on November 23
- City services will be closed November 27 and 28 in honor of Thanksgiving
- The City now owns the parking lot at 1104 – 1110 Main Street and it is a public lot

ADJOURNMENT

At 7:09 p.m., there was no further business to come before the Council, Councilmember Kaylor moved the meeting be adjourned. Motion seconded by Councilmember Tholen and carried unanimously.

CITY OF BLUE SPRINGS

ATTEST

_____
Chris Lievsay, Mayor

_____
Erin Ford, City Clerk

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: November 20, 2025

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

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

ISSUE/REQUEST

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

BACKGROUND/JUSTIFICATION

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

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
immediately	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with disposition list attached as Exhibit A.

REVIEWED BY:

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

Resolution No. 103-2025

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

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

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

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

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

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

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 1st day of December 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

Exhibit A

The City of Blue Springs Missouri

DISPOSITION LIST

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

BOX NO. / Item	Date of Record(s)	Contents	Destruction Date
N/A		All data, media, and content captured through third-party	Ongoing per policy
		cameras, excluding records that have been retained	
		for official investigative or other legal purpose.	
N/A	10/31/2024 - 11/30/2024	All employee emails in Sent Items, Deleted Items, Junk, and Clutter Folders	12/2/2025
PD-ID920	Feb - June 2015	Liquor Licenses, Requested Reports	12/2/2025
	2018 & 2020	Liquor Licenses, Requested Reports	12/2/2025
	Jan - April 2019	Requested Reports	12/2/2025
	2018 - 2019	Use of Force Reports	12/2/2025

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

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: October 30, 2025

SUBMITTED BY: Nathan Lea **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 purchase in the amount of $78,343.01 from Doosan Bobcat North America, Inc dba Bobcat Company for a 2025 Bobcat T76, CIP Project SAN-20.

BACKGROUND/JUSTIFICATION

The purchase of one T76 Hydraulic Track Loader was approved under the Capital Improvements Project SAN-20 for the 2025-2026 Fiscal Year. The total cost of the machine is $78,343.01.

Pricing for this equipment was obtained from Doosan Bobcat North America, Inc. dba Bobcat Company through utilization of the National Joint Powers Alliance (NJPA) cooperative purchasing contract—now known as Sourcewell—in accordance with Resolution No. 36-2014.

This equipment will be utilized by the Public Works Department for maintenance and repairs to the City's sewer infrastructure. The new unit will replace existing Unit 1037, a 2022 Bobcat T66. Unit 1037 will be transferred to the Public Works Department's Wastewater Treatment Plant to support ongoing operations at that facility.

FINANCIAL IMPACT

Contractor:	Doosan Bobcat North America, Inc dba Bobcat Company
Amount of Request/ Contract:	$78,343.01
Amount Budgeted:	$84,655
Budget Year:	FY 2025-26
Funding Source/Account #:	460-75000-543500 SAN-20
Account Balance:	$84,655 Date: 11/3/2025

PROJECT TIMELINE

Estimated Start Date	**Estimated End Date**
December 1, 2025	September 30, 2026
Years and Months Contract in effect	**Number of times renewable**
10 Months	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with Quote attached as Exhibit A.

REVIEWED BY:

Requesting Director: ***Nathan Lea***	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:	☐	N/A – Purchase Only
E-Verify:	☐	N/A – Purchase Only
Bond:	☐	N/A – Purchase Only
IRS Form W-9:	☒	
Bid/RFP/RFQ and Tabulation	☒	
Bid Waiver: (less than three bids)	☒	
Contractor address and email:	☐	P.O. Box 74007382 Chicago, IL 60674-7382 Nate.dwelle@doosan.com
Project Exemption Certificate needed:	☐	N/A – Purchase Only

Resolution No. 104-2025

A RESOLUTION APPROVING THE PURCHASE OF A 2025 BOBCAT T76 FROM DOOSAN BOBCAT NORTH AMERICA, INC DBA BOBCAT COMPANY, CIP SAN-20

WHEREAS, the City of Blue Springs approved the purchase of a Hydraulic Track Loader in the CIP project SAN-20 for the 2025-2026 Fiscal Year; and

WHEREAS, the Public Works Department received pricing information through the National Joint Power Alliance (NJPA)-now known as Sourcewell-Resolution 36-2014; and

WHEREAS, the Department recommends that the City purchase a 2025 Bobcat T76 track loader from Doosan Bobcat North America, Inc dba Bobcat Company to maintain and repair the City's sewer infrastructure for the amount of $78,343.01.

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 Doosan Bobcat North America, Inc dba Bobcat Company, P.O. Box 74007382, Chicago, IL 60674-7382, a 2025 Bobcat T76 for the amount of $78,343.01 as outlined in the quote attached hereto as Exhibit A.

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 1st day of December 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

EXHIBIT A

Product Quotation
Quotation Number: **ND1375111**
Quote Sent Date: **Aug 26, 2025**
Expiration Date: **Sep 25, 2025**

Your Bobcat Contact
Nate Dwelle
Phone: +17012052517
Email: nate.dwelle@doosan.com

Your Customer Contact

Deliver to
CITY OF BLUE SPRINGS 527154
500 SE SUNNYSIDE SCHOOL RD
BLUE SPRINGS, MO, 64014-2685

Bobcat Dealer
K.C. Bobcat, Blue Springs, MO
1450 SE US 40 HWY
BLUE SPRINGS, MO, 64014

Bill to
NEW GOVERNMENT CUSTOMER
2391333
250 E Beaton Dr
West Fargo, ND, 58078-2656

Item Name	Item Number	Quantity	Price Each	Total
T76 T4 Bobcat Compact Track Loader	M0371	1	59,240.06	59,240.06
Standard Equipment: 74.0 HP Tier 4 V2 Bobcat Engine Auxiliary Hydraulics: Variable Flow Backup Alarm Bob-Tach Bobcat Interlock Control System (BICS) Controls: Selectable Joysticks (SJC) Cylinder Cushioning - Lift, Tilt Engine/Hydraulic Performance De-rate Protection Glow Plugs (Automatically Activated)		Horn Lift Arm Support Lift Path: Vertical Lights, Front and Rear LED Operator Cab Includes: Vinyl Adjustable Suspension Seat, Top and Rear Windows, Parking Brake, Seat Bar and Seat Belt Roll Over Protective Structure (ROPS) meets SAE-J1040 and ISO 3471 Falling Object Protective Structure (FOPS) meets SAE-J1043 and ISO 3449, Level I; (Level II is available through Bobcat Parts) Parking Brake: Spring Applied, Pressure Released (SAPR) Solid Mounted Carriage with 4 Rollers Tracks: Rubber, 12.6" Wide Telematics - Machine IQ - 2-year Basics Warranty: 2 years, or 2000 hours whichever occurs first		
Deluxe Package	M0371-P11-C12	1	10,322.69	10,322.69
Included: Deluxe Package: Clear Side Auto HVAC Cab, Integrated Bluetooth Radio, Adjustable Heated Cloth Air Ride Seat, Power Bob-Tach, Solid Undercarriage, 7" Touch Display, Premium and Side LED Lights, Keyless Start, Two-Speed Travel, 7-Pin Attachment Control, Dual Direction Bucket Positioning, Rear Camera, Sound Reduction, 3yr Machine IQ Health & Security Subscription,				
5-Link Torsion Suspension Undercarriage	M0371-R21-C13	1	1,721.90	1,721.90
High-Flow Hydraulics	M0371-R03-C03	1	1,906.82	1,906.82
74" Heavy Duty Bucket	7272680	1	1,414.36	1,414.36
Bolt-On Cutting Edge, 74"	6718007	1	307.70	307.70

Total for T76 T4 Bobcat Compact Track Loader	74,913.53

Quote Subtotal	74,913.53
Dealer PDI	200.00
Tariff Surcharge	1,350.98
Freight Charges	1,675.00
Destination Charges	116.00
Dealer Assembly Charges	87.50
Quote Total - USD	**78,343.01**

Comment: *Plus applicable taxes. IF Tax Exempt, please include Tax Exempt Certificate with the order. *Prices per the Sourcewell Contract #020223-CEC*Sourcewell Member Number (if applicable): _____*All orders should include 1) Accounts Payable Contact and email address, 2) W9 with correct legal entity name, and 3) Bill to Address.*Orders may be placed with the contract holder or authorized dealer as allowed by the terms and conditions of the contract. *A Copy of all orders must be provided to Heather.Messmer@Doosan.com. *Contact Holder Information: Doosan Bobcat North America, Inc. Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078. TID# 38-0425350. *Payment Terms: Net 60 Days. Credit cards accepted.*Remittance address: Doosan Bobcat North America, Inc. P. O. Box 74007382, Chicago, IL 60674-7382

Customer Acceptance:
Quotation Number: **ND1375111** Purchase Order: _____
Authorized Signature:

Print: _____ Sign: _____

Date: _____ Email: _____

Addresses
Delivery Address_____

Billing Address (if different from ship to): _____

Tax Exempt: Y ☐ / N ☐

Exempt in the State of: _____

Tax Exempt ID:

Federal: _____

State: _____

Expiration Date: _____

CITY OF BLUE SPRINGS, MISSOURI

CITY COUNCIL
December 1, 2025

EXHIBITS FOR PUBLIC HEARING

RAMPAGE ATHLETICS
REZONING AND PLANNED DEVELOPMENT CONCEPT PLAN
(RZ-07-25-9644) AND (PDC-07-25-9645)

EXHIBIT #1 City Council Information Form dated October 28, 2025 with the following attachments: Staff Report with attachments; Site Location Map; Site Zoning Map; Applicant Narrative and attachments; Affidavit of Publication in The Examiner on September 27, 2025; 185-foot Map; Owner's List; Resident Letter; Title IV, Land Use Section-Blue Springs Code of Ordinances (by reference) and Bill approving the Rezoning and Planned Development Concept Plan

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, Michael Scott, St. Peter United Methodist Church, on behalf of the property owner, St. Peter United Methodist Church, for consideration to rezone the subject property from "MF-14" (Moderate Density Multi-Family District to "PD-C" (Planned Development—Commercial) with a Planned Development Concept Plan (PDC-07-25-9645) for the property located at 2001 SW 9th Street. Upon conclusion of the public hearing, a Bill rezoning the property and approving the Planned Development Concept Plan will be ready for introductions and readings.

BACKGROUND/JUSTIFICATION

The applicant, Michael Scott, on behalf of the property owner, St. Peter United Methodist Church, is requesting approval to rezone the property at 2001 SW 9th Street from "MF-14" (Moderate Density Multi-Family District) to "PD-C" (Planned Development-Commercial). The existing zoning does not permit assembly uses or indoor recreation. The site currently accommodates assembly activities several times per week for community services and includes a leased basement space occupied by indoor gymnastics, which provides supplemental income to offset building expenses. Rezoning to the "PD-C" district would bring the site into conformance with the existing and intended uses and allow the continued operation of assembly and indoor recreation activities.

On July 14, 2025, the Planning Commission held a regularly scheduled public hearing to consider a request to rezone the property at 2001 SW 9th Street from "MF-14" (Moderate Density Multi-Family District) to "GB"(General Business) to expand the range of permitted uses and better serve the surrounding neighborhood. Following public testimony, the Planning Commission directed Planning Staff to revisit the request and explore zoning options that would limit authorized uses to specifically assembly and indoor recreation. The "PD-C" (Planned Development-Concept Plan) district provides the ability to customize permitted uses to those appropriate for the site, with any additional or alternative uses requiring a formal amendment to the Planned Development through review and approval by the Planning Commission and City Council.

The Planning Commission held a Public Hearing on October 27, 2025, and Planning Commission voted to recommend approval of the Rezoning and Planned Development Concept Plan.

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 application.

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

1) Approval based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the Unified Development Code, unless modified by the Planned Development.
    a. The site will permit two additional land uses—Assembly and Indoor Recreations—as allowed within the PD District.
    b. All other land uses not specified within this PD zoning shall be subject to the formal process of amending the Planned Development Concept Plan. Such amendments will require a public hearing before both the Planning Commission and City Council for consideration and approval
    c. The PD Concept Plan allows the following land uses:
        - Assembly<500
        - Indoor Recreation
2) Any development standards not expressly addressed within this PD shall default to the applicable requirements of the Blue Springs Unified Development Code (UDC) in effect at the time of development.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Planning Commission
Date:	October 27, 2025
Action:	Recommended approval of the Rezoning. 8 Aye, 0 No Recommended approval of the Planned Development Concept Plan with two conditions. 8 Aye, 0 No

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Staff Report with attachments; Site Location Map; Site Zoning Map; Applicant Narrative and attachments; Affidavit of Publication in The Examiner on September 27, 2025; 185-foot

Map; Owner's List; Resident Letter; Title IV, Land Use Section-Blue Springs Code of Ordinances (by reference) 2. Bill approving the Rezoning and Planned Development Concept Plan

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: September 22, 2025 City Council: October 06, 2025
Project Name:	***Rampage Athletics***
Site Location:	2001 SW 9th Street
Project Request:	**RZ-07-25-9644**; Rezoning from "MF-14" (Moderate Density Multi-Family District) to "PD – C" (Planned Development – Commercial) **PDC-07-25-9645**; PD Concept Plan to allow Assembly and Indoor Recreation to better serve the surrounding neighborhood. **PDF-09-25-9682**; Planned Development Final Plan to specifically permit the uses of Assembly and Indoor Recreation.

Applicant: Michael Scott | St. Peter United Methodist Church
Property Owner: St. Peter United Methodist Church
Staff Planner: Shantele Frie | Associate Planner

Project Description: The applicant is requesting approval to rezone the property located at 2001 SW 9th Street from "MF-14" (Moderate Density Multi-Family District) to "PD-C" (Planned Development-Commercial). In conjunction with the rezoning, the applicant is also seeking approval of a Planned Development (PD) Concept Plan. The proposed PD-C zoning would specifically permit the uses of Assembly and Indoor Recreation at this location. Additionally, the applicant is requesting approval of a Planned Development Final Plan.

Staff Recommendation: Staff recommends approval of the Rezoning, PD Concept Plan and PD Final Plan with the conditions listed at the end of the staff report.

Previous Actions:

Date	Review Body	Action
10/04/1993	City Council	Approved Rezoning from "GB" (General Business) to "R-3"(Multi-Family Residential) R-4-1993 Ord No. 2382
10/25/1999	City Council	Denied Planned Unit Development District for Eagles Landings PUD-5-1999
05/08/2000	City Council	Denied Planned Unit Development District and Preliminary Plat for Eagles Landings PUD-02-2000
08/14/2000	City Council	Denied Planned Unit Development District for Eagles Landing PUD-04-2000

Future Applications: There are no future development or land use applications proposed for this property at this time. The current request for rezoning is intended to align the property's zoning with its intended use and surrounding zoning patterns, but no site modifications, new construction, or additional planning applications are being considered as part of this request.

Adjacent Properties:

Direction	Current Zoning	Current Land Use(s)
North:	"MF-14/PUD" (Moderate Density Multi-Family District/Planned Unit Development District)	Eagles Landing
South:	"GB/PUD/R-O" (General Business/Planned Unit Development/Restricted-Overlay)	Detached Single-Family Residential Stonecreek Villas
East:	"MF-14" (Moderate Density Multi-Family)	Attached housing Duplex South Ridge
West:	"MF-14/PUD" (Moderate Density Multi-Family District/Planned Unit Development District)	Attached Multi-Family Eagles Landing

REZONING ANALYSIS

Existing Zoning: "MF-14" (Moderate Density Multi-Family)
Existing Land Use: Assembly-neighborhood (<500)
Proposed Zoning: "PD – C" (Planned Development – Commercial)
Proposed Land Use: Assembly-neighborhood (<500)/ Recreation-Indoor

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 *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.*

The C1 (South 1) Area Plan, adopted as part of the 2014 Comprehensive Plan designates the subject property as *Mixed Density Neighborhood*, which is defined as:

Mixed Density Neighborhood. Areas for residential living arranged in a neighborhood pattern with access to supporting uses. Net density for these areas is typically 5 to 12 units per acre. A range of housing formats, institutional uses or micro-commercial uses that are compatible with the neighborhood scale may be incorporated at strategic locations.

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

> *There exist in the City parcels where the zoning regulations contained in the categorical districts listed in the UDC may not provide for the development of innovative projects desired by property owners and providing general benefit to the City as a whole. To allow for innovative development projects in a way that can assist in the implementation of the City's Comprehensive Plan and other development goals and objectives, a Planned Development (PD District) District is provided as a special zoning district that may be used in these instances. The intent of the PD District is to encourage unique and high-quality neighborhood, commercial or mixed-use development through an integrated development plan that provides flexibility to the standard zoning district regulations. The use of the PD District can enhance the quality of development and amenities, improve the design of the public realm, increase compatibility between adjacent uses and developments, and reduce negative impacts by using techniques such as: large-scale developments; efficient use of land; innovative and imaginative architectural approaches; design and site planning standards; conservation and preservation of natural resources; urban amenities; and greater open space.*
>
> Through the PD, the development will allow all land uses allowed within the "GB" (General Business) zoning district at the time of development except for the land uses which are listed to not be permitted by the Planned Development zoning. Any development Standards not specified by the PD will be required to comply with the Blue Springs Unified Development Code at the time of development.
>
> The Planned Development process is a way to facilitate the coordinate master planned development that meets or exceeds the intent of the UDC and the goals of the Comprehensive Plan through an integrated plan, process, and flexible standards. A planned development application is a specific type of Zoning Map amendment (rezoning) and must meet all the procedures and requirements of that process, but it also accommodates specific master development plans.

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

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

   STAFF RESPONSE: The proposed rezoning is consistent with the 2014 Comprehensive Plan and the C1 (South 1) Area Plan, which classify the subject property as 'Mixed-Density Neighborhood." Rezoning the property to "PD-C" (Planned Development-Commercial) aligns with the surrounding zoning patterns and would support the development of micro-commercial spaces and a broader range of uses in the area. This rezoning would provide flexibility for future neighborhood-serving commercial opportunities while maintaining compatibility with the area's planned mix of uses.

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

   STAFF RESPONSE: The intent of the Planned Development – Commercial (PD-C) zoning district is to encourage innovative, high-quality development that provides flexibility while ensuring compatibility with surrounding land uses. The proposed rezoning to PD-C allows the property to be limited to assembly and commercial indoor recreation uses, providing a tailored zoning framework that supports the site's intended use without introducing higher intensity commercial activities.

   The proposed PD-C restricts uses that may be incompatible with the surrounding area, and achieves a balanced approach offering flexibility in site design and use while maintaining consistency with adjacent "GB" zoned properties.

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

   STAFF RESPONSE: Approval of the rezoning application would allow for assembly and indoor recreation land uses on the site allowing for the property to support neighborhood-serving commercial activities. If the rezoning application is denied, Rampage Athletics would not be permitted to operate at this location, and the site would remain limited to multi-family residential, and assembly uses only.

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

   STAFF RESPONSE: The subject property can be developed under the requirements of the UDC.

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: Staff finds that the proposed rezoning will not adversely affect the City's or other public agencies' ability to provide services, facilities, or programs. The site is already developed and is adequately served by existing infrastructure, utilities, and public services. The proposed rezoning is not expected to generate additional demand that would negatively impact the capacity or efficiency of municipal or governmental service delivery to the site or surrounding area.

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 approval of the proposed rezoning will not negatively affect the condition, use, or value of adjacent properties, nor will it hinder the ability of surrounding areas to develop in accordance with the Comprehensive Plan.

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

   STAFF RESPONSE: The requested zoning is justified, as the property was originally designated as "General Business" when it was zoned in 1990's. The proposed zoning would restore the site to its original zoning classification, aligning with historical use and intent while supporting the continued development of neighborhood-serving commercial uses at this location. There are uses of the General Business which are excluded through the Planned Development Final Plan.

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

   STAFF RESPONSE: Staff finds that the proposed rezoning and development are consistent with the City's adopted plans, policies, and regulations.

9. The recommendations of professional staff.

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

REZONING STAFF RECOMMENDATION:

Staff believes that the rezoning request is consistent with the review criteria noted above and, as such, staff recommends approval of the rezoning application.

PD CONCEPT & FINAL PLAN ANALYSIS

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

Planned Development Standards: As part of the Planned Development (PD) Standards, the applicant is proposing the following:

- The site will permit two additional land uses—Assembly and Indoor Recreations—as allowed uses within the PD District
- All other land uses not specified within this PD zoning shall be subject to the formal process of amending the Planned Development Concept Plan. Such amendments will require a public hearing before both the Planning Commission and City Council for consideration and approval.
- The PD Concept Plan excludes all uses permitted in "GB" except for assembly and indoor recreation.
- Any development standards not expressly addressed within this PD shall default to the applicable requirements of the Blue Springs Unified Development Code (UDC) in effect at the time of development.

Preservation: The site is currently developed, and the applicant is not requesting to modify it further.

Phasing: There is no further development proposed at this time.

Streets & Sidewalks: The site currently has three existing access points along SW 9th Street. There are no existing sidewalks along SW 9th Street, and the applicant is not required to install public improvements as part of this application.

Traffic: No traffic studies or street improvements are warranted for this application.

Stormwater: There will not be any increase to the impervious surface area with this development. Therefore, a stormwater and water quality study will not be required per APWA 5600.

Sanitary Sewer: There are no expected impacts on the sanitary sewer system since no additional development is proposed.

Land Use: The indoor recreational land use is allowed by right in the underlying "GB"(General Business) zoning.

Building Typology: The existing building is classified as a General Commercial building, defined as a basic building type designed to accommodate retail, commercial, service, or office functions in various formats and scales. This building type is permitted within the "GB" (General Business) zoning district.

Parking: The site will utilize the existing parking lot, which provides approximately 101 parking spaces. This exceeds the minimum parking requirement for the proposed recreational indoor use. Per the Unified Development Code, recreational indoor facilities require one (1) parking space per 400 square feet of floor area. Based on the building size of approximately 11,160 +/- square feet, a total of 29 spaces are required. The existing parking supply significantly exceeds this requirement and is sufficient to accommodate the proposed use.

Pedestrian Access: There is existing pedestrian access leading into the building, and the applicant is not proposing any modifications to the existing site.

Open Space: The existing site will remain unchanged. No additional open space is proposed, and the current conditions are consistent with the City's open space requirements.

Frontage & Landscaping: The site is currently landscaped and no additional landscaping is proposed with this application. The existing landscaping is adequate to meet the requirements of the Unified Development code, and no modifications are required at this time.
.

Architectural Character: The architectural character of the site will not be changing as part of this application. All existing structures and features will remain as-is, and no modifications are proposed.

Outdoor

Lighting: No additional outdoor lighting is proposed with this application. The existing lighting on site will remain, and no modifications are required at this time.

Signage: Signs that comply with the Sign Code may be approved through the standard administrative sign permitting process. If proposed signage does not meet the current requirements, the applicant may request a Master/ Alternative Sign Plan, which would be reviewed by the Planning Commission.

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

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

   STAFF RESPONSE: The plan is compatible with present development in the area and is not expected to have a significant, adverse effect on the surrounding area.

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

   STAFF RESPONSE: The proposed PD District supports the public's health, safety, and welfare by existing development to provide additional land use opportunities and compatibility with the area developed.

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

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

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

   STAFF RESPONSE: The proposed PD District is not highly unique in its design, but the PD District provides the necessary flexibility to achieve a coordinated site layout and mix of uses that would not be possible under the base zoning district. The PD process remains the most appropriate to achieve the projects goals and align with the City's development objectives.

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

   STAFF RESPONSE: As part of the Planned Development (PD) Standards, the applicant is not requesting modifications to the underlying zoning regulations. Instead the PD only allows for two (2) land uses: Assembly and Indoor Recreation

   These limitations refine the range of allowed uses within the PD and provide additional safeguards for compatibility with surrounding development.

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

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

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

   STAFF RESPONSE: The PD Concept Plan meets the review criteria for a Zoning Map amendment, as outlined in the findings of this staff report.

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

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

1. The final plan is in substantial compliance with the approved concept plan and planned development standards.

   STAFF RESPONSE: The PD Final Plan is in substantial compliance with the PD Concept Plan and there are no further deviations.

2. Minor amendments may be approved administratively by the Director if they meet or exceed the approved concept plan. Amendments that do not meet the criteria for a minor amendment shall be reviewed by the designated approval body.

   STAFF RESPONSE: No amendments are being requested.

Approval of a final plan authorizes the development of the property in accordance with the approved final plan. The authorization to develop in accordance with an approved final plan shall lapse and be of no further effect if all development shown on the final plan is not complete within the time frame established by the City Council at the time of final plan approval. Once approval lapses, the regulations of the base zoning district shall control.

Staff Recommendation:

Staff recommends approval of the Rezoning application.

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

1. Approval based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC, unless modified by the Planned Development.
   a. The site will permit two additional land uses—Assembly and Indoor Recreations—as allowed uses within the PD District
   b. All other land uses not specified within this PD zoning shall be subject to the formal process of amending the Planned Development Concept Plan. Such amendments will require a public hearing before both the Planning Commission and City Council for consideration and approval.
   c. The PD Concept Plan allows the following land uses:
      i. Assembly <500

ii. Indoor recreation

2. Any development standards not expressly addressed within this PD shall default to the applicable requirements of the Blue Springs Unified Development Code (UDC) in effect at the time of development.

Staff recommends approval of the PD Final Plan application with the following conditions:

1. Approval is 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, except the following requirements are modified as permitted by UDC Section 403.040.



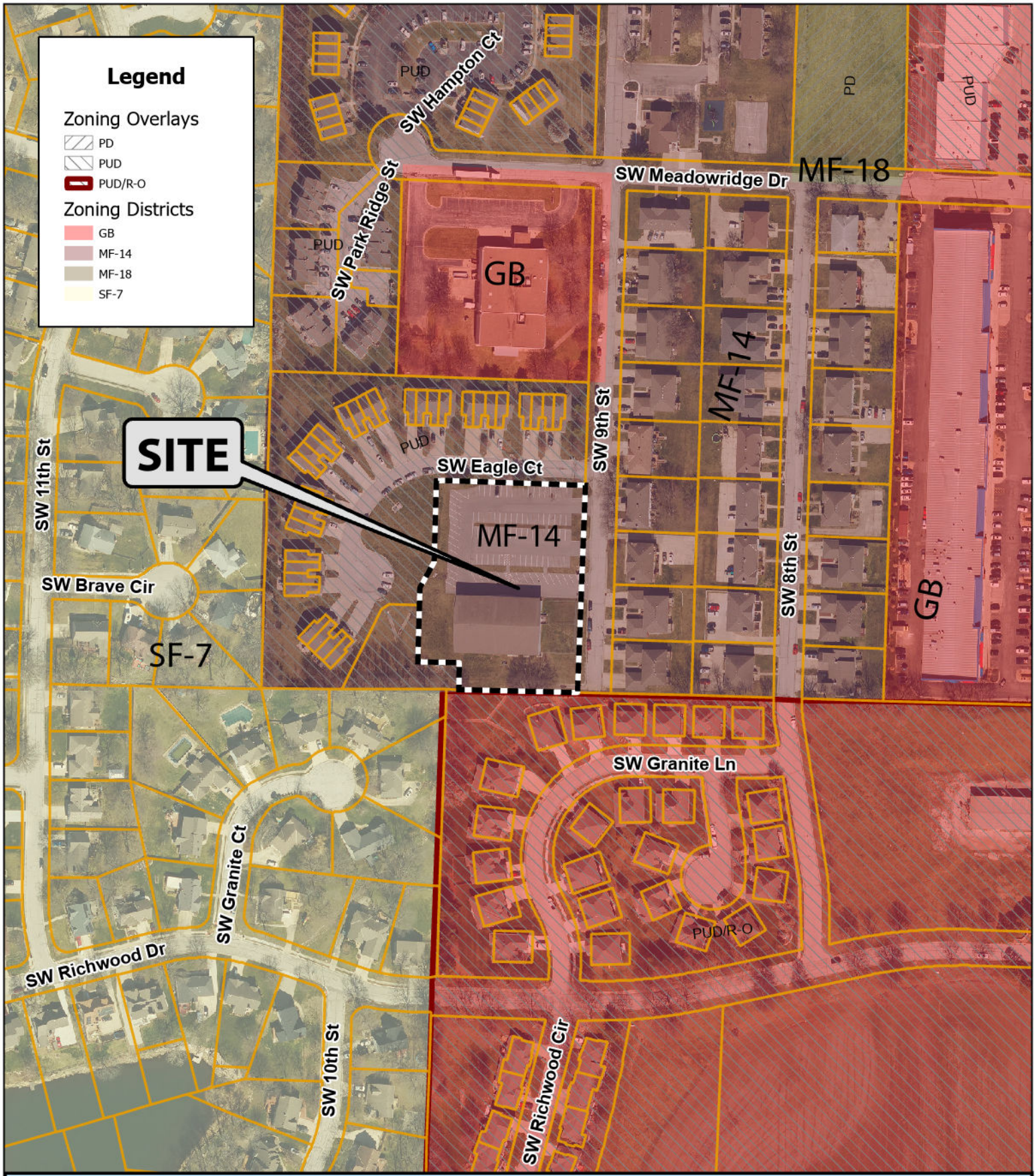
The City of Blue Springs Missouri

RZ-07-25-9644 / PDC-07-25-9645
2001 SW 9th Street
Parcel # 41-330-02-11-02-0-00-000
AERIAL LOCATION MAP

N

1" = 200'

Date: 06/26/25



The City of Blue Springs Missouri

RZ-07-25-9644 / PDC-07-25-9645
2001 SW 9th Street
Parcel # 41-330-02-11-02-0-00-000
SITE LOCATION & ZONING MAP

N

1" = 200'

Date: 06/26/25

STATE OF MISSOURI
COUNTY OF JACKSON SS
SECURITY ABSTRACT RECEIVED
1983 FEB 14 P 3:45
FEE $ 30.00
RICHARD L. FITZHUGH
DIVISION OF RECORDS

151128

MEADOW RIDGE COMMERCIAL DEVELOPMENT
BLUE SPRINGS, JACKSON COUNTY, MISSOURI

100
3600
3600
Jmoake

NORTHWEST CORNER
SOUTHWEST QUARTER
SEC. 6, TWP 48, RNG 30

86-1687

LEGAL DESCRIPTION:

This is a subdivision of all that part of the Southwest Quarter of Section 6, Township 48, Range 30, Blue Springs, Jackson County, Missouri, described as follows: Beginning at a point on the West line of said Quarter Section, 1395.00 feet South of the Northwest corner thereof; thence North 90°-00'-00" East, 545.00 feet; thence South 00°-23'-03" East, 489.32 feet to a point on the South line of the North 52 acres of the West Half of the Southwest Quarter of said Section 6; thence South 89°-42'-29" West, along last said line, 544.99 feet to a point on the West line of said Quarter Section; thence North 00°-23'-03" West, along the West line of said Quarter Section, 492.60 feet to the point of beginning. Containing 6.145 acres.

DEDICATION:

The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision shall hereafter be known as

MEADOW RIDGE COMMERCIAL DEVELOPMENT

EASEMENTS:

An easement or license is hereby granted to the City of Blue Springs, to locate, construct and maintain or to authorize the location, construction and maintenance of conduits, gas, water and sewer pipes, poles, wires and anchors, storm sewers, surface drainage, and all or any of them over, under and along those areas in this subdivision outlined on this plat and designated by the words "Utility Easement".

STREETS:

The roads and streets shown on this plat and not heretofore dedicated to public use as thoroughfares are hereby dedicated.

IN TESTIMONY WHEREOF: Hyram A. Jones & Sons, Inc. has caused these presents to be signed by its President and attested by its Secretary this 1st day of February, 1983.

HYRAM A. JONES & SONS, INC.

BY _____
Larry A. Jones - President

Attest:

BY _____
Kirk Jones - Secretary

State of Missouri)
County of Jackson) SS

On this 1st day of February, 1983, before me, the undersigned Notary Public, personally appeared Larry A. Jones, to me personally known, who being duly sworn did say that he is the President of Hyram A. Jones & Sons, Inc., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument signed in behalf of said corporation by authority of its board of directors and that Larry A. Jones acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF: I have hereunto set my hand and affixed my notarial seal at my office the day and year last above written.

_____
Notary Public in and for Jackson County, Missouri

My commission expires _____

NANCY JEAN JONES
NOTARY PUBLIC STATE OF MISSOURI
JACKSON CO.
MY COMMISSION EXPIRES SEPT. 8 1986

This is to certify that the within plat of MEADOW RIDGE COMMERCIAL DEVELOPMENT was submitted to and duly approved by the Mayor and City Council of the City of Blue Springs, Missouri, this 17th day of January, 1983 by Ordinance No. 1193

Mayor

City Clerk

Planning Commission

City Engineer

Approved by
JACKSON COUNTY ASSESSOR
By _____
Date: 2-14-83

All lots meet the area, set-back and all other provisions of the subdivision regulations and zoning ordinance of Blue Springs, Missouri.

I hereby certify that the information contained hereon is true and accurate to the best of my professional knowledge and belief.

By _____
Edward J. Werner - Missouri L.S. 320

SCALE 1"=100'

LOT 1

UNPLATTED

SURVEY AND PLATTED BY
E. J. WERNER & ASSOCIATES, INC.
P. O. BOX 11714
RAYTOWN, MISSOURI 64138

"EXHIBIT A"

Lot 1 (One), MEADOW RIDGE COMMERCIAL DEVELOPMENT, a subdivision in Blue Springs, Jackson County, Missouri, according to the recorded plat thereof, EXCEPT that part described as follows: Commencing at the Northeast corner of said Lot 1; thence South 00 degrees 23 minutes 03 seconds East on the East line of said Lot 1, 161.00 feet; thence North 90 degrees 00 minutes 00 seconds West, 215.48 feet to a point of curvature; thence Southwesterly on a curve to the left (said curve having a radius of 125.00 feet, chord bearing South 86 degrees 12 minutes 06 seconds West, chord distance of 16.56 feet) an arc length of 16.57 feet; thence South 0 degrees 23 minutes 03 seconds East on a line parallel with said East line, 126.28 feet; thence South 26 degrees 52 minutes 22 seconds West, 45.94 feet; thence South 0 degrees 23 minutes 03 seconds East on a line parallel with said East line, 115.28 feet; thence North 89 degrees 04 minutes 37 seconds East on a line parallel with the South line of said Lot 1, 64.50 feet; thence South 0 degrees 23 minutes 03 seconds East on a line parallel with said East line, 45.00 feet to said South line; thence South 89 degrees 04 minutes 37 seconds West on said South line; 306.45 feet to the Southwest corner of said Lot 1; thence North 0 degrees 23 minutes 03 seconds West on the West line of said Lot 1; 493.54 feet to the Northwest corner of said Lot 1; thence North 89 degrees 59 minutes 18 seconds East on the North line of said Lot 1; 495.00 feet to the Point of Beginning.

We are applying to rezone our property to a Planned District (PD) to better align with our current and future use as a church. The property is currently zoned as multi-family, but we are a church and actively engaged in community outreach. After reviewing the zoning history, we found that the property was originally zoned General Business and was later reclassified to multi-family by a previous owner. It is our understanding that most churches in Blue Springs are zoned General Business, with a few designated as PD.

By applying for PD zoning, we aim to narrow the allowable uses of the site, creating a long-term win-win scenario for both our organization and the City. This approach ensures that any future changes to the site's use will require City review and approval, protecting the community from unintended developments.

Our goal is to partner with organizations like Rampage to further our mission. In order for these partnerships to be viable, the zoning must accommodate such collaborations. We also work closely with community partners such as the Blue Springs School District, the Chamber of Commerce, and others to host outreach programs and events that benefit local residents.

The site will allow all land uses allowed in the "GB" (General Business) zoning district except the following:

- Marijuana/Cannabis-related uses
- Adult Entertainment uses
- Bar/Tavern Establishment uses
- Manufacturing
- Service Stations
- Outdoor Sales/Storage
- Heliport/Helipad

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: $153.84

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 | RZ-07-25-9644
Planned Development Concept Plan | PDC-07-25-9645
"Rampage Athletics"
2001 SW 9 th Street
Parcel # 41-330-02-11-02-0-00-000

Notice is hereby given that a public hearing will be held by the Planning Commission of the City of Blue Springs on **Monday, October 27, 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, Michael Scott, St. Peters United Methodist Church, on behalf of the property owner, St. Peters United Methodist Church, for consideration to rezone from "MF-14" (Moderate Density Multi-Family District) to "PD-C" (Planned Development Commercial) (RZ-07-25-9644) for the 1.74 +/- acre church development with a Planned Development Concept Plan (PDC-07-25-9645) located at 2001 SW 9 th Street. 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:

MEADOW RIDGE COMMERCIAL DEV---ALL TH PT LOT 1 DAF:-BEG 161' S OF NE COR SD LOT 1 TO TRU POB TH N 90 DEG 00 MIN 00 SEC W 215.48' TH SWLY ON A CURV TO LF WI A RAD OF 125' & DIST 16.57' TH S 0 DEG 23 MIN 03 SEC E 126.28' TH S 26 DEG 52 MIN 22 SEC W 45.94' TH S 0 DEG 23 MIN 03 SEC E 115.28' TH N 89 DEG 04 MIN 37 SEC E 64.50' TH S 0 DEG 23 MIN 03 SEC E 45' TH N 89 DEG 42 MIN 29 SEC E 188.54' TH N 0 DEG 23 MIN 03 SEC W 329.08' TO TRU POB

CITY OF BLUE SPRINGS
Planning Commission
By: Shantele Frie

The City Council of the City of Blue Springs will also hold a public hearing on the above noted Rezoning RZ-07-25-9644,

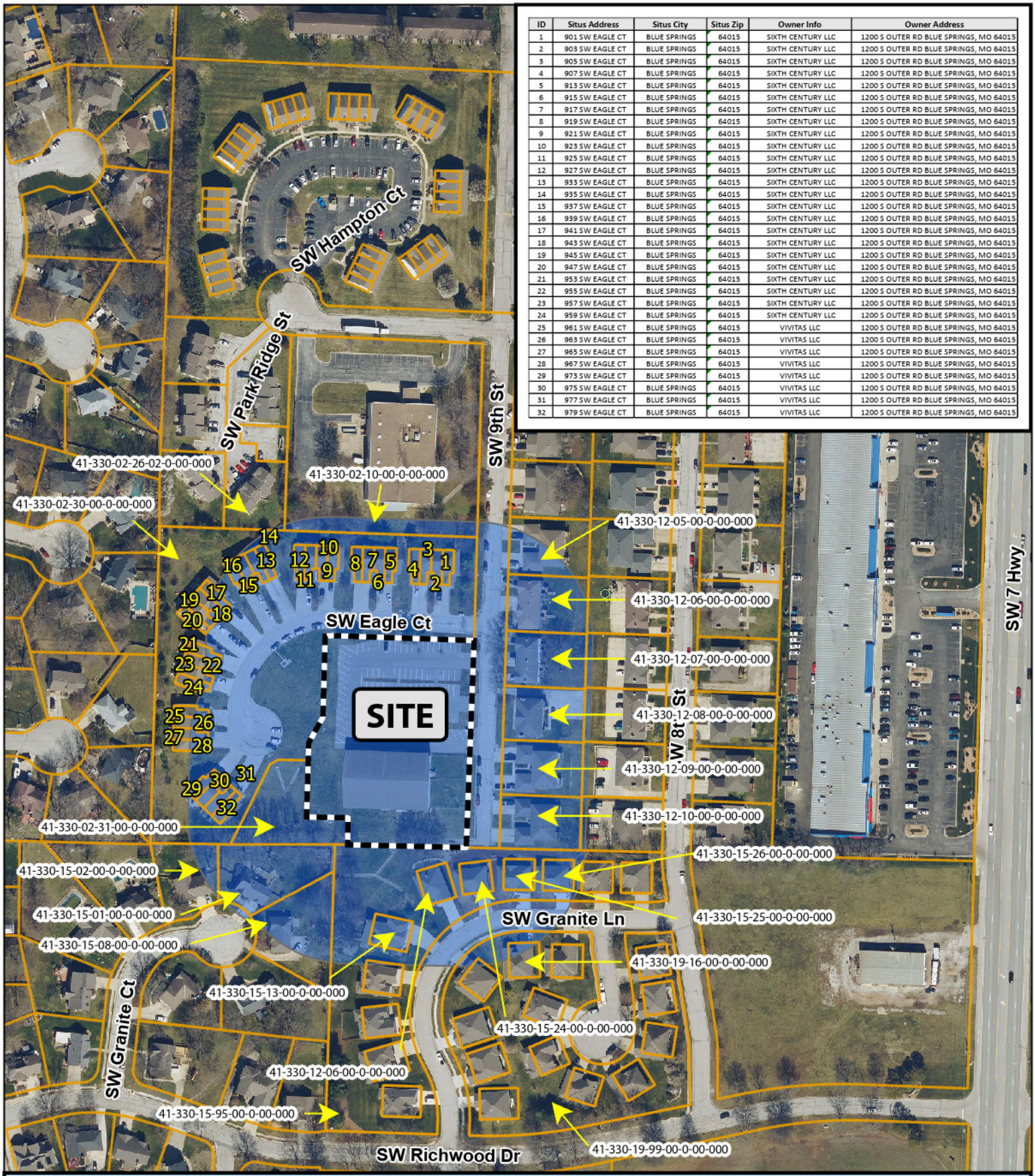
Planned Development Concept Plan PDC-07-25-9645 on **Monday, November 3, 2025 at 6:00 p.m.** in the Council Chambers of the Howard L. Brown Public Safety Facility to consider the application and the recommendation of the Planning Commission.

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

3893660



ID	Situs Address	Situs City	Situs Zip	Owner Info	Owner Address
1	901 SW EAGLE CT	BLUE SPRINGS	64015	SIXTH CENTURY LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
2	903 SW EAGLE CT	BLUE SPRINGS	64015	SIXTH CENTURY LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
3	905 SW EAGLE CT	BLUE SPRINGS	64015	SIXTH CENTURY LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
4	907 SW EAGLE CT	BLUE SPRINGS	64015	SIXTH CENTURY LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
5	913 SW EAGLE CT	BLUE SPRINGS	64015	SIXTH CENTURY LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
6	915 SW EAGLE CT	BLUE SPRINGS	64015	SIXTH CENTURY LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
7	917 SW EAGLE CT	BLUE SPRINGS	64015	SIXTH CENTURY LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
8	919 SW EAGLE CT	BLUE SPRINGS	64015	SIXTH CENTURY LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
9	921 SW EAGLE CT	BLUE SPRINGS	64015	SIXTH CENTURY LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
10	923 SW EAGLE CT	BLUE SPRINGS	64015	SIXTH CENTURY LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
11	925 SW EAGLE CT	BLUE SPRINGS	64015	SIXTH CENTURY LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
12	927 SW EAGLE CT	BLUE SPRINGS	64015	SIXTH CENTURY LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
13	933 SW EAGLE CT	BLUE SPRINGS	64015	SIXTH CENTURY LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
14	935 SW EAGLE CT	BLUE SPRINGS	64015	SIXTH CENTURY LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
15	937 SW EAGLE CT	BLUE SPRINGS	64015	SIXTH CENTURY LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
16	939 SW EAGLE CT	BLUE SPRINGS	64015	SIXTH CENTURY LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
17	941 SW EAGLE CT	BLUE SPRINGS	64015	SIXTH CENTURY LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
18	943 SW EAGLE CT	BLUE SPRINGS	64015	SIXTH CENTURY LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
19	945 SW EAGLE CT	BLUE SPRINGS	64015	SIXTH CENTURY LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
20	947 SW EAGLE CT	BLUE SPRINGS	64015	SIXTH CENTURY LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
21	953 SW EAGLE CT	BLUE SPRINGS	64015	SIXTH CENTURY LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
22	955 SW EAGLE CT	BLUE SPRINGS	64015	SIXTH CENTURY LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
23	957 SW EAGLE CT	BLUE SPRINGS	64015	SIXTH CENTURY LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
24	959 SW EAGLE CT	BLUE SPRINGS	64015	SIXTH CENTURY LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
25	961 SW EAGLE CT	BLUE SPRINGS	64015	VIVITAS LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
26	963 SW EAGLE CT	BLUE SPRINGS	64015	VIVITAS LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
27	965 SW EAGLE CT	BLUE SPRINGS	64015	VIVITAS LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
28	967 SW EAGLE CT	BLUE SPRINGS	64015	VIVITAS LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
29	973 SW EAGLE CT	BLUE SPRINGS	64015	VIVITAS LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
30	975 SW EAGLE CT	BLUE SPRINGS	64015	VIVITAS LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
31	977 SW EAGLE CT	BLUE SPRINGS	64015	VIVITAS LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
32	979 SW EAGLE CT	BLUE SPRINGS	64015	VIVITAS LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015

The City of Blue Springs Missouri

RZ-07-25-9644 / PDC-07-25-9645
2001 SW 9th Street
Parcel # 41-330-02-11-02-0-00-000
185' NOTIFICATION MAP

N

1" = 200'

Date: 06/26/25

OBJECTID	Situs Address	Situs City	Situs Zip	Situs State	Owner Info	Owner Address
1	2000 SW 9TH ST APT A	BLUE SPRINGS	64015	MO	LOMBARD JASON RAY	509 MARSH HARBOR DR SAN DIEGO, CA 92154
2	1904 SW 9TH ST APT A	BLUE SPRINGS	64015	MO	STONE CHASE ENTERPRISES LLC	1904 SW 9TH ST BLUE SPRINGS, MO 64015
3	1716 SW PARK RIDGE ST	BLUE SPRINGS	64015	MO	LE MCLAURY REAL ESTATE LLC	2208 NE WYNDHAM DR BLUE SPRINGS, MO 64029
4	2001 SW 8TH ST APT A	BLUE SPRINGS	64015	MO	CAMPBELL TROY	1321 E 24TH ST KANSAS CITY, MO 64108
5	2205 SW GRANITE CT	BLUE SPRINGS	64015	MO	SCHWENTKER HOWARD E & KRISTEL A	2205 GRANITE CRT BLUE SPRINGS, MO 64015
6	955 SW EAGLE CT	BLUE SPRINGS	64015	MO	SIXTH CENTURY LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
7	973 SW EAGLE CT	BLUE SPRINGS	64015	MO	VIVITAS LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
8	925 SW EAGLE CT	BLUE SPRINGS	64015	MO	SIXTH CENTURY LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
9	967 SW EAGLE CT	BLUE SPRINGS	64015	MO	VIVITAS LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
10	937 SW EAGLE CT	BLUE SPRINGS	64015	MO	SIXTH CENTURY LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
11	979 SW EAGLE CT	BLUE SPRINGS	64015	MO	VIVITAS LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
12	933 SW EAGLE CT	BLUE SPRINGS	64015	MO	SIXTH CENTURY LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
13	941 SW EAGLE CT	BLUE SPRINGS	64015	MO	SIXTH CENTURY LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
14	957 SW EAGLE CT	BLUE SPRINGS	64015	MO	SIXTH CENTURY LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
15	963 SW EAGLE CT	BLUE SPRINGS	64015	MO	VIVITAS LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
16	977 SW EAGLE CT	BLUE SPRINGS	64015	MO	VIVITAS LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
17	901 SW EAGLE CT	BLUE SPRINGS	64015	MO	SIXTH CENTURY LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
18	927 SW EAGLE CT	BLUE SPRINGS	64015	MO	SIXTH CENTURY LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
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21	943 SW EAGLE CT	BLUE SPRINGS	64015	MO	SIXTH CENTURY LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
22	975 SW EAGLE CT	BLUE SPRINGS	64015	MO	VIVITAS LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
23	917 SW EAGLE CT	BLUE SPRINGS	64015	MO	SIXTH CENTURY LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
24	959 SW EAGLE CT	BLUE SPRINGS	64015	MO	SIXTH CENTURY LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
25	903 SW EAGLE CT	BLUE SPRINGS	64015	MO	SIXTH CENTURY LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
26	905 SW EAGLE CT	BLUE SPRINGS	64015	MO	SIXTH CENTURY LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
27	915 SW EAGLE CT	BLUE SPRINGS	64015	MO	SIXTH CENTURY LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
28	935 SW EAGLE CT	BLUE SPRINGS	64015	MO	SIXTH CENTURY LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
29	919 SW EAGLE CT	BLUE SPRINGS	64015	MO	SIXTH CENTURY LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
30	953 SW EAGLE CT	BLUE SPRINGS	64015	MO	SIXTH CENTURY LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
31	961 SW EAGLE CT	BLUE SPRINGS	64015	MO	VIVITAS LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
32	907 SW EAGLE CT	BLUE SPRINGS	64015	MO	SIXTH CENTURY LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
33	921 SW EAGLE CT	BLUE SPRINGS	64015	MO	SIXTH CENTURY LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
34	923 SW EAGLE CT	BLUE SPRINGS	64015	MO	SIXTH CENTURY LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
35	900 SW MEADOWRIDGE DR	BLUE SPRINGS	64015	MO	CONSOLIDATED LIBRARY DISTRICT NO 3	15616 E US 24 HWY INDEPENDENCE, MO 64050
36	947 SW EAGLE CT	BLUE SPRINGS	64015	MO	SIXTH CENTURY LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
37	945 SW EAGLE CT	BLUE SPRINGS	64015	MO	SIXTH CENTURY LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
38	965 SW EAGLE CT	BLUE SPRINGS	64015	MO	VIVITAS LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
39	2104 SW 9TH ST APT A	BLUE SPRINGS	64015	MO	ANDERSON MATTHEW & ROBIN	6244 STATE RTE 162 MARYVILLE, IL 62062
40	2201 SW GRANITE CT	BLUE SPRINGS	64015	MO	MURPHY MARVIN E & DENISE C	2201 SW GRANITE CRT BLUE SPRINGS, MO 64015
41	2009 SW 8TH ST APT A	BLUE SPRINGS	64015	MO	EJC RENTALS LLC	1203 NW JEFFERSON CT BLUE SPRINGS, MO 64015
42	2004 SW 9TH ST APT A	BLUE SPRINGS	64015	MO	NFB LLC	2308 STONEY BROOK DR DARDENNE PRAIRIE, MO 63368
43	2005 SW 8TH ST APT A	BLUE SPRINGS	64015	MO	SYH ENTERPRISES LLC	421 N LIGHTBURNE LIBERTY, MO 64068
44	2203 SW 9TH ST UNIT 18	BLUE SPRINGS	64015	MO	DUDLEY DEBORAH K	1120 DEAN DR GRAIN VALLEY, MO 64029
45	2207 SW 9TH ST	BLUE SPRINGS	64015	MO	CARR PAMELA G	2207 SW 9TH ST BLUE SPRINGS, MO 64015
46	2008 SW 9TH ST APT A	BLUE SPRINGS	64015	MO	COMPASS PROPERTIES LLC	2902 S SLAUGHTER RD GRAIN VALLEY, MO 64029
47	2200 SW GRANITE CT	BLUE SPRINGS	64015	MO	CHIESA ELIZABETH J	2200 GRANITE CRT BLUE SPRINGS, MO 64015
48	2001 SW 9TH ST	BLUE SPRINGS	64015	MO	ST. PETER UNITED METHODIST CHURCH	3609 SW MO-7 BLUE SPRINGS, MO 64014
49	1905 SW 9TH ST	BLUE SPRINGS	64015	MO	SIXTH CENTURY LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
50	999 SW EAGLE CT	BLUE SPRINGS	64015	MO	SIXTH CENTURY LLC	1200 S OUTER RD BLUE SPRINGS, MO 64015
51	2202 SW 9TH ST	BLUE SPRINGS	64015	MO	MITCHELL AARON & SHAWNA	2202 SW 9TH ST BLUE SPRINGS, MO 64015
52	2100 SW 9TH ST APT A	BLUE SPRINGS	64015	MO	TT HOLDINGS LLC	25003 W 77TH ST SHAWNEE, KS 66277
53	2105 SW 8TH ST APT A	BLUE SPRINGS	64015	MO	CUPID 7 LLC	14610 S BYNUM RD LONE JACK, MO 64070
54	2101 SW 8TH ST APT A	BLUE SPRINGS	64015	MO	TT HOLDINGS LLC	25003 W 77TH ST LENEXA, KS 66215
55	805 SW GRANITE LN	BLUE SPRINGS	64015	MO	DAYLE CHANDRA S	805 SW GRANITE LN BLUE SPRINGS, MO 64015
56	821 SW GRANITE LN	BLUE SPRINGS	64015	MO	FROST SHERI ALYSON	821 SW GRANITE LN BLUE SPRINGS, MO 64015
57	817 SW GRANITE LN	BLUE SPRINGS	64015	MO	BAKER GARRY J & KAREN S	817 SW GRANITE LN BLUE SPRINGS, MO 64015
58	813 SW GRANITE LN	BLUE SPRINGS	64015	MO	LAMANNO MARK E & GERALDINE K | WITTING TRENTON JAMES & KATHERINE MARIE	813 SW GRANITE LN BLUE SPRINGS, MO 64015
59	812 SW GRANITE LN	BLUE SPRINGS	64015	MO	SUTTON TRACY	812 SW GRANITE LN BLUE SPRINGS, MO 64015
60	809 SW GRANITE LN	BLUE SPRINGS	64015	MO	HALES JESSICA & ABRUZZINO JENNIFER	809 SW GRANITE LN BLUE SPRINGS, MO 64015
61	925 SW RICHWOOD DR	BLUE SPRINGS	64015	MO	STONECREEK VILLAS HOMEOWNERS ASSOCIATION	2203 SW 9TH ST BLUE SPRINGS, MO 64015
62	851 SW RICHWOOD DR	BLUE SPRINGS	64015	MO	STONECREEK VILLAS HOMEOWNERS ASSOCIATION	2203 SW 9TH ST BLUE SPRINGS, MO 64015

Blue Springs, Missouri
Community Development

August 22, 2025

Ref: Public Hearing: Rezoning | RZ-07-25-9644
Planned Development Concept Plan | PDC-07-25-9645
Planned Development Final Plan | PDF-09-25-9682
"Rampage Athletics"
2001 SW 9th Street
Parcel # 41-330-02-11-02-0-00-000

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, , Michael Scott of St. Peters United Methodist Church for consideration to rezone from "MF-14" (Multi-family) to "GB" (General Business) (RZ-07-25-9644) for the 1.74 +/- acre church development with a Planned Development Concept Plan (PDC-07-25-9645)/Planned Development Final Plan (PDF-09-25-9682) located at 2001 SW 9th Street.

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

Introduced by Councilmember _____ BILL NO. 5368
(RZ-07-25-9644 & PDC-07-25-9645)

ORDINANCE NO. _____

AN ORDINANCE REZONING PROPERTY FROM "MF-14" (MODERATE DENSITY MULTI-FAMILY DISTRICT) TO "PD-C" (PLANNED DEVELOPMENT-COMMERCIAL) AND APPROVING A PLANNED DEVELOPMENT CONCEPT PLAN FOR RAMPAGE ATHLETICS

WHEREAS, proper application having been made for Rezoning (RZ-07-25-9644) and a Planned Development (PD) Concept Plan (PDC-07-25-9645) of property hereinafter described; and

WHEREAS, after review of the PD Concept Plan with respect to such issues as density, impacting surrounding areas, and adequacy of facilities and services, basic parameters are established for the development of the PD project; and

WHEREAS, in accordance with Title IV, Unified Development Code 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, which Commission, after said hearing, recommended that the application for the Rezoning and PD Concept Plan be approved; and

WHEREAS, thereafter a public hearing was held by City Council on December 1, 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 change of zoning was appropriate at the location herein described; and

WHEREAS, the City of Blue Springs, Missouri has regulated the development at this location by requiring that it be developed as a PD Concept Plan; and

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

Section 1. That following described tract of real estate is hereby rezoned from "MF-14" (Moderate Density Multi-Family District) to "PD-C" (Planned Development-Commercial). The site is legally described as:

LOT 1 (ONE), MEADOW RIDGE COMMERCIAL DEVELOPMENT, A SUBDIVISION IN BLUE SPRINGS, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, EXCEPT THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00 DEGREES 23 MINUTES 03 SECONDS EAST ON THE EAST LINE OF SAID LOT 1, 161.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 215.48 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 125.00 FEET, CHORD BEARING SOUTH 86 DEGREES 12 MINUTES 06 SECONDS WEST, CHORD DISTANCE OF 16.56 FEET) AN ARC LENGTH OF 16.57 FEET; THENCE SOUTH 0 DEGREES 23 MINUTES 03 SECONDS EAST

ON A LINE PARALLEL WITH SAID EAST LINE, 126.28 FEET; THENCE SOUTH 26 DEGREES 52 MINUTES 22 SECONDS WE6T, 45.94 FEET; THENCE SOUTH 0 DEGREES 23 MINUTES 03 SECONDS EAST ON A LINE PARALLEL WITH SAID EAST LINE, 115.28 FEET, THENCE NORTH 89 DEGREES 04 MINUTES 37 SECONDS EAST ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT 1, 64.50 FEET; THENCE SOUTH 0 DEGREES 23 MINUTES 03 SECONDS EAST ON A LINE PARALLEL WITH SAID EASTLINE, 45.00 FEET TO SAID SOUTH LINE, THENCE SOUTH 89 DEGREES 04 MINUTES 37 SECONDS WEST ON SAID SOUTH LINE, 306.45 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, THENCE NORTH 0 DEGREES 23 MINUTES 03 SECONDS WEST ON THE WEST LINE OF SAID LOT 1; 493.54 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, THENCE NORTH 89 DEGREES 59 MINUTES 18 SECONDS EAST ON THE NORTH LINE OF SAID LOT 1; 495.00 FEET TO THE POINT OF BEGINNING.

Section 2. That the above-described tract of real estate is hereby declared subject to Rampage Athletics PD Concept Plan.

Section 3. No land covered within this PD Designation, or contained within the area described by Section 1 of this Ordinance, may be developed except in compliance with the Planned Development Concept Plan approved herein by the City of Blue Springs or hereinafter revised, and the requirements of said PD Concept Plan shall include any staff recommendations contained in the staff report and presented to the Planning Commission at its October 27, 2025 meeting and to the City Council meeting at its December 1, 2025 meeting, and approved by the City Council as conditions of development passage by this Ordinance and of this PD, and shall be deemed to include those conditions in addition to those contained in the UDC and in documents and drawings submitted to the Planning Commission and City Council and approved hereby, including the following conditions:

1. Approval based on the representations of any drawings presented as part of this application does not waive any requirement or development standard contained in the UDC; unless modified by the Planned Development.
    a. The site will permit two additional land uses—Assembly and Indoor Recreation—as allowed within the PD District.
    b. All other land uses not specified within this PD zoning shall be subject to the formal process of amending the Planned Development Concept Plan. Such amendments will require a public hearing before both the Planning Commission and City Council for consideration and approval.
    c. The PD Concept Plan allows the following land uses:
        i. Assembly <500 occupants
        ii. Indoor recreation
2. Any development standards not expressly addressed within this PD shall default to the applicable requirements of the Blue Springs Unified Development Code in effect at the time of development.

Section 4. The Planned Development (PD) Standards attached to the Ordinance, which outline the development regulations, shall govern the development within the PD. The PD Standards shall remain in place as long as the PD Zoning remains on the property, unless the PD Concept Plan is amended.

Section 5. 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 1st day of December 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 17, 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

Passage of a Bill accepting off-site storm, sanitary sewer and access easements for the Woodlands at Chapman Farms, 2nd Plat (PF-08-25-9671).

BACKGROUND/JUSTIFICATION

These easements were established with the previously approved Woodland at Chapman Farms, 2nd Plat on October 20, 2025. The project includes twenty-eight (28) lots on 22.45+/- acres and is the second phase of the Woodlands development as a whole. The off-site easements on the adjacent lots ensure that, if the developer discontinues work, the City retains access to the sanitary and storm lines, as well as to the larger detention area located south of the 2nd Plat. These must be accepted for the final plat to be complete.

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
December 2, 2025	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill accepting Easements with five Easements attached as Exhibits A-E

REVIEWED BY:

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

Introduced by Councilmember _____ BILL NO. 5369

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING OFFSITE PERMANENT ACCESS EASEMENTS AND PERMANENT STORM AND SANITARY SEWER EASEMENTS GRANTED BY THE WOODLANDS AT CHAPMAN FARMS LLC.

WHEREAS, the City of Blue Springs is committed to the acquisition of the Temporary Access and Permanent Sanitary, and Storm Sewer Easements for the Woodlands at Chapman Farms, a subdivision on the southeast corner of SW 7 HWY and SW Wyatt Rd; and

WHEREAS, development of the subdivision requires access, storm, and sanitary sewer easements for the property to develop;

WHEREAS, The City of Blue Springs acquired the easements, negotiated through consultant Woodlands at Chapman Farms LLC; and

WHEREAS, staff recommends the acceptance of the easements obtained from the following abutting property owners Shermel, LLC; and

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

Section 1. The City Administrator is herby authorized to make payment and accept the Easements attached hereto as Exhibits A-E from property owners abutting the Woodlands Chapman Farms, 2nd Plat as follows:

- Exhibit A - Shermel, LLC – Permanent Access Easement in the amount of $1.00
- Exhibit B - Shermel, LLC – Permanent Sanitary Sewer Easement in the amount of $1.00
- Exhibit C - Shermel, LLC – Permanent Sanitary Sewer Easement in the amount of $1.00
- Exhibit D - Shermel, LLC – Permanent Storm Sewer Easement in the amount of $1.00
- Exhibit E - Shermel, LLC, and Permanent Storm Sewer Easement in the amount of $1.00.

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

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 1st day of December 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

Access

GRANT OF ACCESS EASEMENT

THIS INDENTURE, made on the 4th day of November, 2025 by and between Sher Mel, LLC, **of Jackson County, Missouri,** hereinafter called GRANTOR, and the City of Blue Springs, a charter city located in Jackson County, Missouri, hereinafter called GRANTEE, whose address is 903 W. Main Street, Blue Springs, MO 64015.

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

NOW THEREFORE, in consideration of One Dollar ($1.00) and other valuable consideration received, and the advantages to be gained from the existence of such access, and for good and sufficient consideration, the receipt of which is hereby acknowledged, GRANTOR does hereby GRANT, BARGAIN, SELL, CONVEY, AND CONFIRM unto GRANTEE and unto is successors and assigns GRANTEE a permanent access easement and right-of-way hereafter described with right of ingress and egress thereto over adjacent land of GRANTOR. The purpose of this easement and right-of-way is to allow for access to other tracts of land (Tract E of Woodlands at Chapman Farms, 2nd Plat, which the GRANTEE and/or its Contractors in their discretion deem reasonably necessary for the construction or maintenance of said tract and all appurtenances essential thereto. The burden of this easement and the initial easement footprint is explicitly located by GRANTOR as the following described tract of land laying and being situated in said City of Blue Springs, Jackson County, Missouri, to-wit:

Legal Description attached as part of this document and labeled as Exhibit A.

Said easement tract will be kept free from buildings and any other structures or obstructions (except sidewalks, roadways, pavement or curbs) which will interfere with the GRANTEE in accessing upon said land for the purpose of accessing Tract E.

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

The GRANTEE, its successors and assigns, shall be kept free of all claims for damages to tree, shrubs, and all other things on said described area by reason of the rights herein conveyed by GRANTOR, and the GRANTOR does hereby covenant with the GRANTEE that GRANTOR is lawfully seized and possessed of the land above described, and has good and

lawful right to convey the same, and that it is free from all encumbrances done or suffered by GRANTOR which would interfere with the rights granted hereunder.

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

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

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

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this 4th day of November 2025

By:
Title: Managing Member

Mailing Address:
PO Box 638
Blue Springs, MO 64013

ACKNOWLEDGEMENT

State of Missouri

County of Jackson

On this 4th day of November in the year 2025 before me, Kim Finnigan, a Notary Public in and for said state, personally appeared Robert L. Frost known to me to be the person who executed the within Access Easement and Right of Way, and acknowledged to me that he executed the same for the purposes therein stated.

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

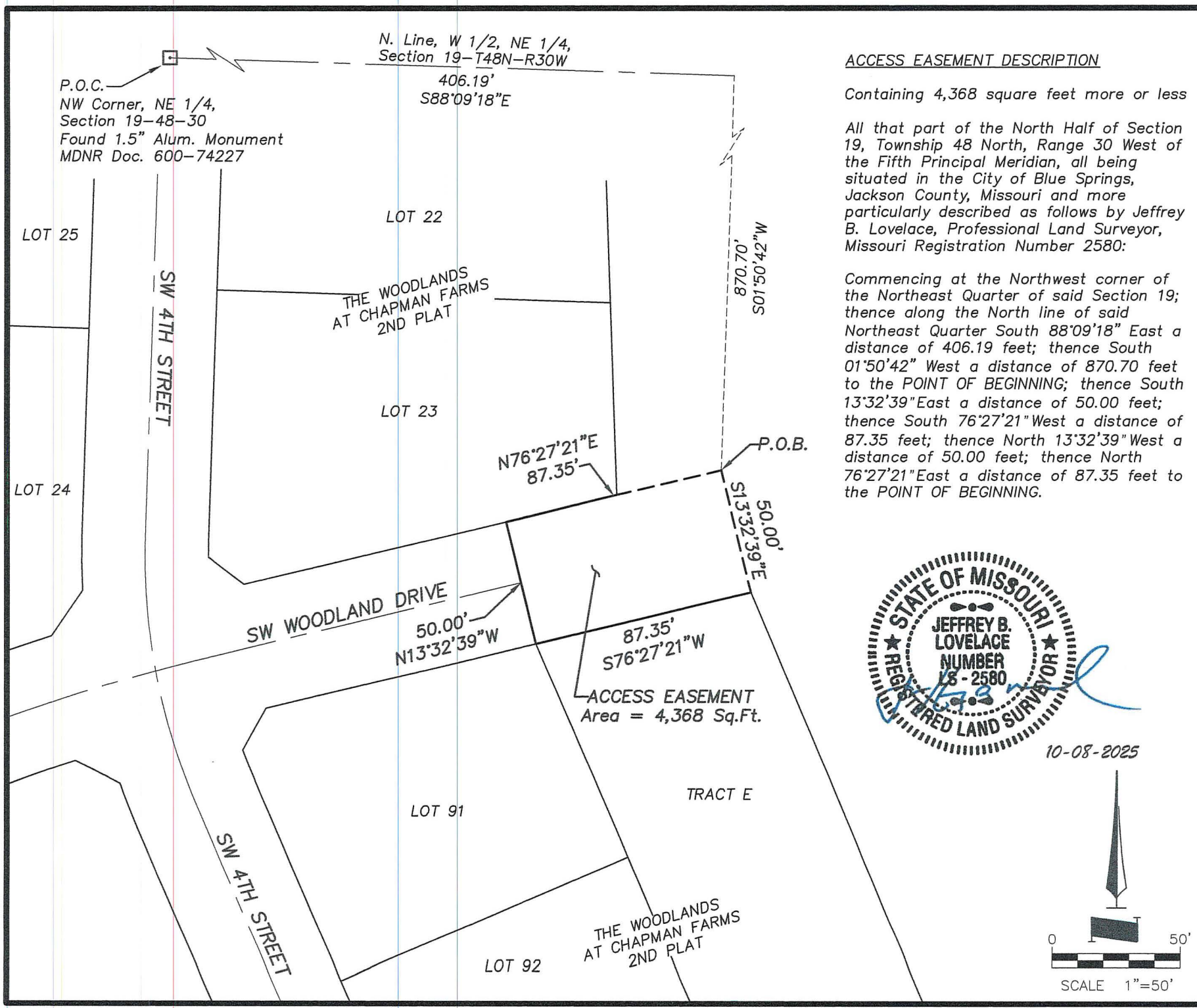
My Commission Expires: [Seal]

[Seal]

Kim Finnigan

[Notary Public]

KIM FINNIGAN
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: December 26, 2025
Commission #13815138



ACCESS EASEMENT DESCRIPTION

Containing 4,368 square feet more or less

All that part of the North Half of Section 19, Township 48 North, Range 30 West of the Fifth Principal Meridian, all being situated in the City of Blue Springs, Jackson County, Missouri and more particularly described as follows by Jeffrey B. Lovelace, Professional Land Surveyor, Missouri Registration Number 2580:

Commencing at the Northwest corner of the Northeast Quarter of said Section 19; thence along the North line of said Northeast Quarter South 88°09'18" East a distance of 406.19 feet; thence South 01°50'42" West a distance of 870.70 feet to the POINT OF BEGINNING; thence South 13°32'39" East a distance of 50.00 feet; thence South 76°27'21" West a distance of 87.35 feet; thence North 13°32'39" West a distance of 50.00 feet; thence North 76°27'21" East a distance of 87.35 feet to the POINT OF BEGINNING.

STATE OF MISSOURI
JEFFREY B. LOVELACE
NUMBER LS - 2580
REGISTERED LAND SURVEYOR

10-08-2025

PROPERTY INFORMATION

Owner: FROST MARY K-TRUSTEE
PO BOX 638
BLUE SPRINGS MO 64013

Parcel No.:

Easement Tract No.:

ACCESS EASEMENT EXHIBIT

PART OF SECTION 19-T48N-R30W

BLUE SPRINGS, JACKSON COUNTY, MISSOURI

Prepared For: FROST CONSTRUCTION
PO BOX 638
BLUE SPRINGS MO 64013

Project No: 22074
Drawn By: JBL
Checked By: JBL
Date: 10-08-2025
Scale: 1" = 50'
File Name: OFFSITE ESMTS

LOVELACE & ASSOCIATES
Land Surveying - Land Planning
929 SE 3rd Street
Lee's Summit, Missouri 64063
Tel: (816) 347-9997 Fax: (816) 347-9979

EXHIBIT

SHT 1 OF 1

Access Easement

Areas designated as access easement is hereby reserved for access over, across, and upon for ingress and egress of all City of Blue Springs vehicles and pedestrians. No fence wall, planting, building, or other obstruction may be placed or maintained in said easement hereby dedicated and there shall be no alteration to the grades or contours in said drainage or grading easements without the approval of the city engineering department. Nothing herein shall remove, excuse, or release individuals, corporations, property owner associations of any kind, or other entity which is required to mow and maintain, keep in a condition for its intended purpose, drain water from any source, or take other action with respect to the areas within the easements herein granted imposed by City, State, or Federal Law.

San - Line A

GRANT OF EASEMENT FOR SANITARY SEWER

THIS INDENTURE, made on the 4th day of November, 2025 by and between Shermel, LLC, **of Jackson County, Missouri,** hereinafter called GRANTOR, and the City of Blue Springs, a charter city located in Jackson County, Missouri, hereinafter called GRANTEE, whose address is 903 W. Main Street, Blue Springs, MO 64015.

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

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

Legal Description attached as part of this document and labeled as Exhibit A.

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

The right of GRANTEE, its agents, servants, employees, or independent contractors to go upon said land at any time to excavate or perform other operations for the purposes of laying, constructing, reconstructing, operating, removing, replacing, repairing, or maintaining said public utility lines, structures, conduits, and all appurtenances incidental thereto. GRANTEE shall perform all work in a manner which causes the least interferences with

GRANTOR'S property as is reasonably possible and restore any property which is disturbed by such exercise to a condition as good or better than before.

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

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

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

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

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

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this 4th day of November 2025

By:
Title: Managing Member

Mailing Address:
PO Box 638
Blue Springs, Mo 64013

ACKNOWLEDGEMENT

State of Missouri

County of Jackson

On this 4th day of November in the year 2025 before me, Kim Finnigan, a Notary Public in and for said state, personally appeared Robert L. Frost known to me to be the person who executed the within Permanent Utility Easement and Right of Way, and acknowledged to me that he executed the same for the purposes therein stated.

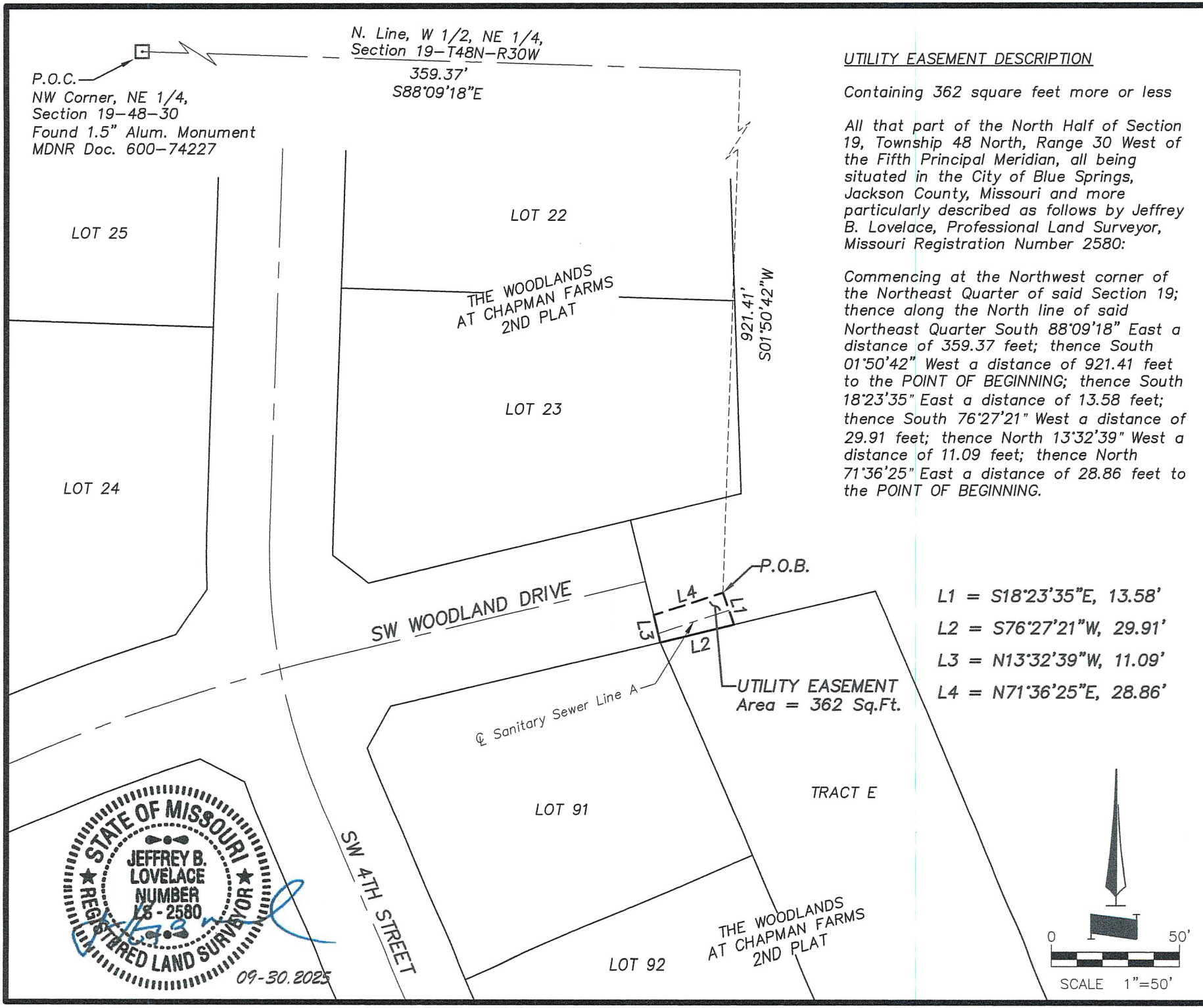
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal of my office in Jackson Co the day and year last above written.

My Commission Expires: [Seal]

[Seal]

KIM FINNIGAN
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: December 26, 2025
Commission #13815138

[Notary Public]



UTILITY EASEMENT DESCRIPTION

Containing 362 square feet more or less

All that part of the North Half of Section 19, Township 48 North, Range 30 West of the Fifth Principal Meridian, all being situated in the City of Blue Springs, Jackson County, Missouri and more particularly described as follows by Jeffrey B. Lovelace, Professional Land Surveyor, Missouri Registration Number 2580:

Commencing at the Northwest corner of the Northeast Quarter of said Section 19; thence along the North line of said Northeast Quarter South 88°09'18" East a distance of 359.37 feet; thence South 01°50'42" West a distance of 921.41 feet to the POINT OF BEGINNING; thence South 18°23'35" East a distance of 13.58 feet; thence South 76°27'21" West a distance of 29.91 feet; thence North 13°32'39" West a distance of 11.09 feet; thence North 71°36'25" East a distance of 28.86 feet to the POINT OF BEGINNING.

L1 = S18°23'35"E, 13.58'
L2 = S76°27'21"W, 29.91'
L3 = N13°32'39"W, 11.09'
L4 = N71°36'25"E, 28.86'

PROPERTY INFORMATION
Owner: FROST MARY K-TRUSTEE
PO BOX 638
BLUE SPRINGS MO 64013
Parcel No.:
Easement Tract No.:

UTILITY EASEMENT EXHIBIT
PART OF SECTION 19-T48N-R30W
BLUE SPRINGS, JACKSON COUNTY, MISSOURI

Prepared For: FROST CONSTRUCTION
PO BOX 638
BLUE SPRINGS MO 64013

Project No: 22074
Drawn By: JBL
Checked By: JBL
Date: 09-30-2025
Scale: 1" = 50'
File Name: OFFSITE ESMTS

LOVELACE & ASSOCIATES
Land Surveying - Land Planning
929 SE 3rd Street
Lee's Summit, Missouri 64063
Tel: (816) 347-9997 Fax: (816) 347-9979

EXHIBIT
SHT 1 OF 1

Sanitary Sewer Easement

Areas designated as sanitary sewer easements (SS/E) are hereby reserved for the location, construction, reconstruction, maintenance, operation, and repair of sewerage improvements and any and all appurtenances incidental thereto in, under, upon, over and through land lying, being and situated in Blue Springs, Missouri ("The City") is hereby granted to the City. By the granting of this easement, it shall be construed to prohibit development of any adjoining property or from the laying out, establishing, and constructing pavement, surfacing of roadways, curbing and gutters along, upon, over, or across said easement of any portion thereof; provided, however, said easement shall be kept free from additional depth of overburden, buildings and any other structure or obstruction (except sidewalks, roadways, pavement, landscaping, fences, or curbs), which will interfere with the City in entering upon said adjacent land and easement for the purpose of laying, constructing, reconstructing, operating, repairing, and maintaining such sewerage improvements and appurtenances.

San- Line D

GRANT OF EASEMENT FOR SANITARY SEWER

THIS INDENTURE, made on the 4th day of November, 2025 by and between Shermel, LLC, **of Jackson County, Missouri,** hereinafter called GRANTOR, and the City of Blue Springs, a charter city located in Jackson County, Missouri, hereinafter called GRANTEE, whose address is 903 W. Main Street, Blue Springs, MO 64015.

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

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

Legal Description attached as part of this document and labeled as Exhibit A.

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

The right of GRANTEE, its agents, servants, employees, or independent contractors to go upon said land at any time to excavate or perform other operations for the purposes of laying, constructing, reconstructing, operating, removing, replacing, repairing, or maintaining said public utility lines, structures, conduits, and all appurtenances incidental thereto. GRANTEE shall perform all work in a manner which causes the least interferences with

GRANTOR'S property as is reasonably possible and restore any property which is disturbed by such exercise to a condition as good or better than before.

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

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

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

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

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

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this 4th day of November 2025

By:
Title: Managing Member

Mailing Address:

PO Box 638
Blue Springs, MO 64013

ACKNOWLEDGEMENT

State of Missouri

County of Jackson

On this 4th day of November in the year 2025 before me, Kim Finnigan, a Notary Public in and for said state, personally appeared Robert L. Frost known to me to be the person who executed the within Permanent Utility Easement and Right of Way, and acknowledged to me that he executed the same for the purposes therein stated.

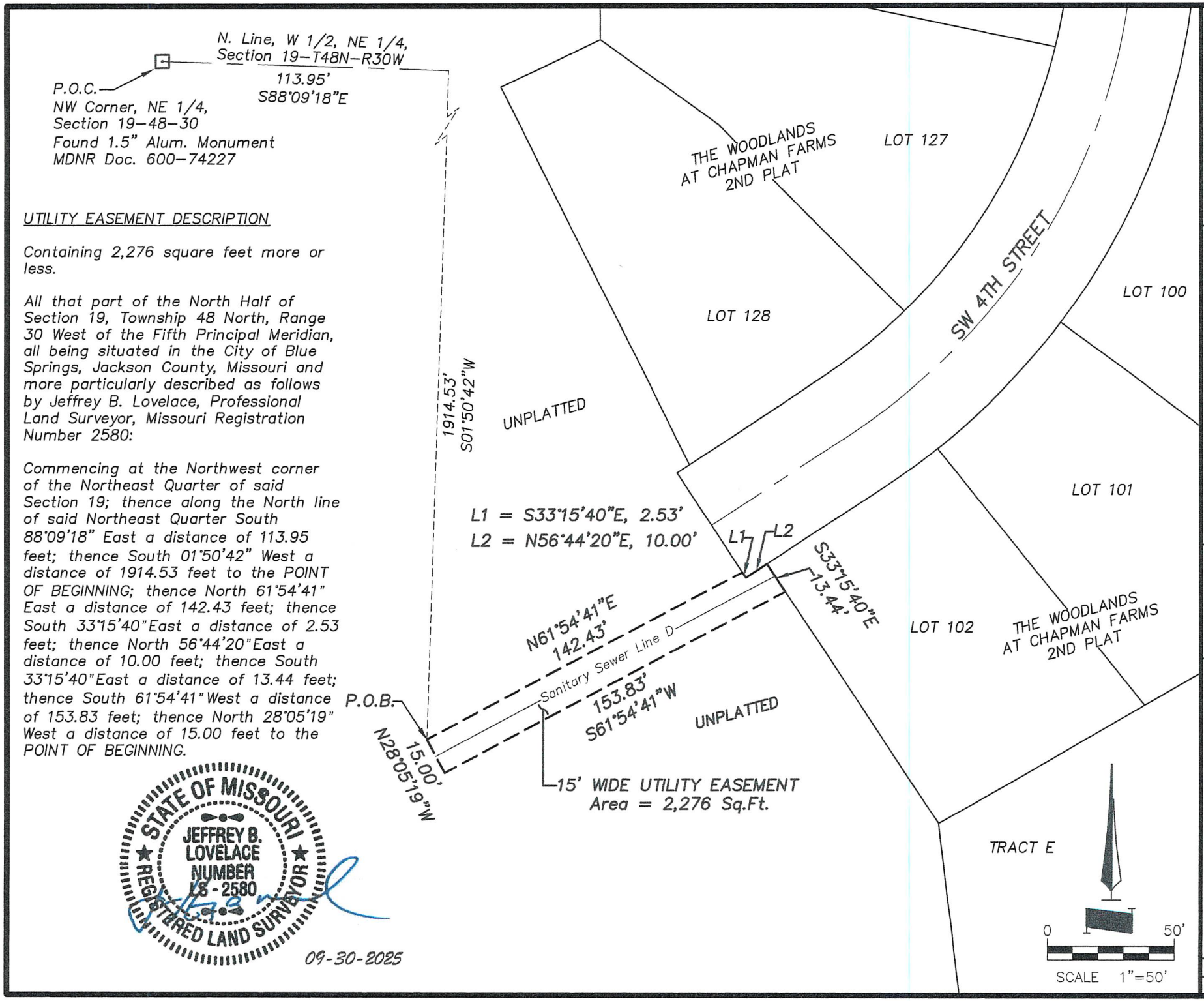
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal of my office in Jackson CO the day and year last above written.

My Commission Expires: [Seal]

[Seal]

KIM FINNIGAN
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: December 26, 2025
Commission #13815138

[Notary Public]



UTILITY EASEMENT DESCRIPTION

Containing 2,276 square feet more or less.

All that part of the North Half of Section 19, Township 48 North, Range 30 West of the Fifth Principal Meridian, all being situated in the City of Blue Springs, Jackson County, Missouri and more particularly described as follows by Jeffrey B. Lovelace, Professional Land Surveyor, Missouri Registration Number 2580:

Commencing at the Northwest corner of the Northeast Quarter of said Section 19; thence along the North line of said Northeast Quarter South 88°09'18" East a distance of 113.95 feet; thence South 01°50'42" West a distance of 1914.53 feet to the POINT OF BEGINNING; thence North 61°54'41" East a distance of 142.43 feet; thence South 33°15'40" East a distance of 2.53 feet; thence North 56°44'20" East a distance of 10.00 feet; thence South 33°15'40" East a distance of 13.44 feet; thence South 61°54'41" West a distance of 153.83 feet; thence North 28°05'19" West a distance of 15.00 feet to the POINT OF BEGINNING.

STATE OF MISSOURI
JEFFREY B. LOVELACE
NUMBER LS-2580
REGISTERED LAND SURVEYOR

09-30-2025

PROPERTY INFORMATION

Owner: FROST MARY K-TRUSTEE
PO BOX 638
BLUE SPRINGS MO 64013

Parcel No.:

Easement Tract No.:

UTILITY EASEMENT EXHIBIT

PART OF SECTION 19-T48N-R30W

BLUE SPRINGS, JACKSON COUNTY, MISSOURI

Prepared For: FROST CONSTRUCTION
PO BOX 638
BLUE SPRINGS MO 64013

Project No: 22074
Drawn By: JBL
Checked By: JBL
Date: 09-30-2025
Scale: 1" = 50'
File Name: OFFSITE ESMTS

LOVELACE & ASSOCIATES
Land Surveying - Land Planning
929 SE 3rd Street
Lee's Summit, Missouri 64063
Tel: (816) 347-9997 Fax: (816) 347-9979

EXHIBIT

SHT 1 OF 1

Sanitary Sewer Easement

Areas designated as sanitary sewer easements (SS/E) are hereby reserved for the location, construction, reconstruction, maintenance, operation, and repair of sewerage improvements and any and all appurtenances incidental thereto in, under, upon, over and through land lying, being and situated in Blue Springs, Missouri ("The City") is hereby granted to the City. By the granting of this easement, it shall be construed to prohibit development of any adjoining property or from the laying out, establishing, and constructing pavement, surfacing of roadways, curbing and gutters along, upon, over, or across said easement of any portion thereof; provided, however, said easement shall be kept free from additional depth of overburden, buildings and any other structure or obstruction (except sidewalks, roadways, pavement, landscaping, fences, or curbs), which will interfere with the City in entering upon said adjacent land and easement for the purpose of laying, constructing, reconstructing, operating, repairing, and maintaining such sewerage improvements and appurtenances.

Storm - Line 1A

GRANT OF EASEMENT FOR STORM SEWER

THIS INDENTURE, made on the 4th day of November, 2025 by and between Shermel, LLC, **of Jackson County, Missouri,** hereinafter called GRANTOR, and the City of Blue Springs, a charter city located in Jackson County, Missouri, hereinafter called GRANTEE, whose address is 903 W. Main Street, Blue Springs, MO 64015.

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

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

Legal Description attached as part of this document and labeled as Exhibit A.

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

The right of GRANTEE, its agents, servants, employees, or independent contractors to go upon said land at any time to excavate or perform other operations for the purposes of laying, constructing, reconstructing, operating, removing, replacing, repairing, or maintaining said public utility lines, structures, conduits, and all appurtenances incidental thereto. GRANTEE shall perform all work in a manner which causes the least interferences with

GRANTOR'S property as is reasonably possible and restore any property which is disturbed by such exercise to a condition as good or better than before.

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

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

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

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

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

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this 4th day of November 2025

By:
Title: Managing Member

Mailing Address:
PO Box 638
Blue Springs, MO 64013

ACKNOWLEDGEMENT

State of Missouri

County of Jackson

On this 4th day of November in the year 2025 before me, Kim Finnigan, a Notary Public in and for said state, personally appeared Robert L. Frost known to me to be the person who executed the within Permanent Utility Easement and Right of Way, and acknowledged to me that he executed the same for the purposes therein stated.

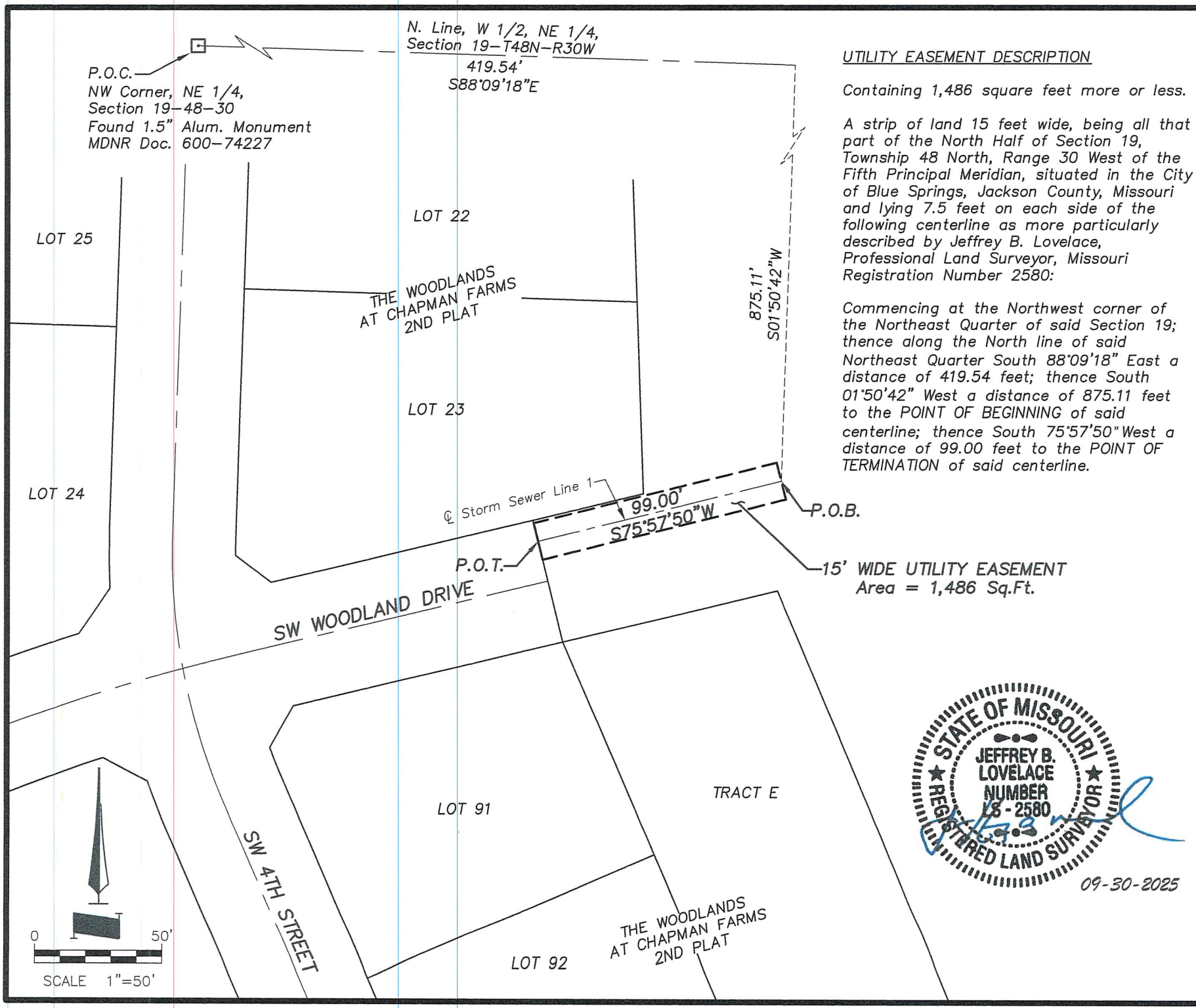
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal of my office in Jackson Co the day and year last above written.

My Commission Expires: [Seal]

[Seal]

KIM FINNIGAN
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: December 26, 2025
Commission #13815138

[Notary Public]



UTILITY EASEMENT DESCRIPTION

Containing 1,486 square feet more or less.

A strip of land 15 feet wide, being all that part of the North Half of Section 19, Township 48 North, Range 30 West of the Fifth Principal Meridian, situated in the City of Blue Springs, Jackson County, Missouri and lying 7.5 feet on each side of the following centerline as more particularly described by Jeffrey B. Lovelace, Professional Land Surveyor, Missouri Registration Number 2580:

Commencing at the Northwest corner of the Northeast Quarter of said Section 19; thence along the North line of said Northeast Quarter South 88°09'18" East a distance of 419.54 feet; thence South 01°50'42" West a distance of 875.11 feet to the POINT OF BEGINNING of said centerline; thence South 75°57'50" West a distance of 99.00 feet to the POINT OF TERMINATION of said centerline.

STATE OF MISSOURI
JEFFREY B. LOVELACE
NUMBER LS - 2580
REGISTERED LAND SURVEYOR

09-30-2025

PROPERTY INFORMATION
Owner: FROST MARY K-TRUSTEE
PO BOX 638
BLUE SPRINGS MO 64013
Parcel No.:
Easement Tract No.:

UTILITY EASEMENT EXHIBIT
PART OF SECTION 19-T48N-R30W
BLUE SPRINGS, JACKSON COUNTY, MISSOURI

Prepared For: FROST CONSTRUCTION
PO BOX 638
BLUE SPRINGS MO 64013

Project No: 22074
Drawn By: JBL
Checked By: JBL
Date: 09-30-2025
Scale: 1" = 50'
File Name: OFFSITE ESMTS

LOVELACE & ASSOCIATES
Land Surveying - Land Planning
929 SE 3rd Street
Lee's Summit, Missouri 64063
Tel: (816) 347-9997 Fax: (816) 347-9979

EXHIBIT
SHT 1 OF 1

Storm Sewer Easement

Areas designated as storm sewer easements are hereby reserved for the location, construction, reconstruction, maintenance, operation, and repair of sewerage improvements and any and all appurtenances incidental thereto in, under, upon, over and through land lying, being and situated in Blue Springs, Missouri ("The City") is hereby granted to the City. By the granting of this easement, it shall be construed to prohibit development of any adjoining property or from the laying out, establishing, and constructing pavement, surfacing of roadways, curbing and gutters along, upon, over, or across said easement of any portion thereof; provided, however, said easement shall be kept free from additional depth of overburden, buildings and any other structure or obstruction (except sidewalks, roadways, pavement, landscaping, fences, or curbs), which will interfere with the City in entering upon said adjacent land and easement for the purpose of laying, constructing, reconstructing, operating, repairing, and maintaining such sewerage improvements and appurtenances.

Storm-Line 1C

GRANT OF EASEMENT FOR STORM SEWER

THIS INDENTURE, made on the 4th day of November, 2025 by and between SherMel, LLC, **of Jackson County, Missouri,** hereinafter called GRANTOR, and the City of Blue Springs, a charter city located in Jackson County, Missouri, hereinafter called GRANTEE, whose address is 903 W. Main Street, Blue Springs, MO 64015.

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

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

Legal Description attached as part of this document and labeled as Exhibit A.

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

The right of GRANTEE, its agents, servants, employees, or independent contractors to go upon said land at any time to excavate or perform other operations for the purposes of laying, constructing, reconstructing, operating, removing, replacing, repairing, or maintaining said public utility lines, structures, conduits, and all appurtenances incidental thereto. GRANTEE shall perform all work in a manner which causes the least interferences with

GRANTOR'S property as is reasonably possible and restore any property which is disturbed by such exercise to a condition as good or better than before.

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

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

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

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

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

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this 4th day of November 2025

By:
Title: Managing Member

Mailing Address:
PO Box 638
Blue Springs, MO 64013

ACKNOWLEDGEMENT

State of Missouri

County of Jack

On this 4th day of November in the year 2025 before me, Kim Finnigan, a Notary Public in and for said state, personally appeared Robert L. Frost known to me to be the person who executed the within Permanent Utility Easement and Right of Way, and acknowledged to me that he executed the same for the purposes therein stated.

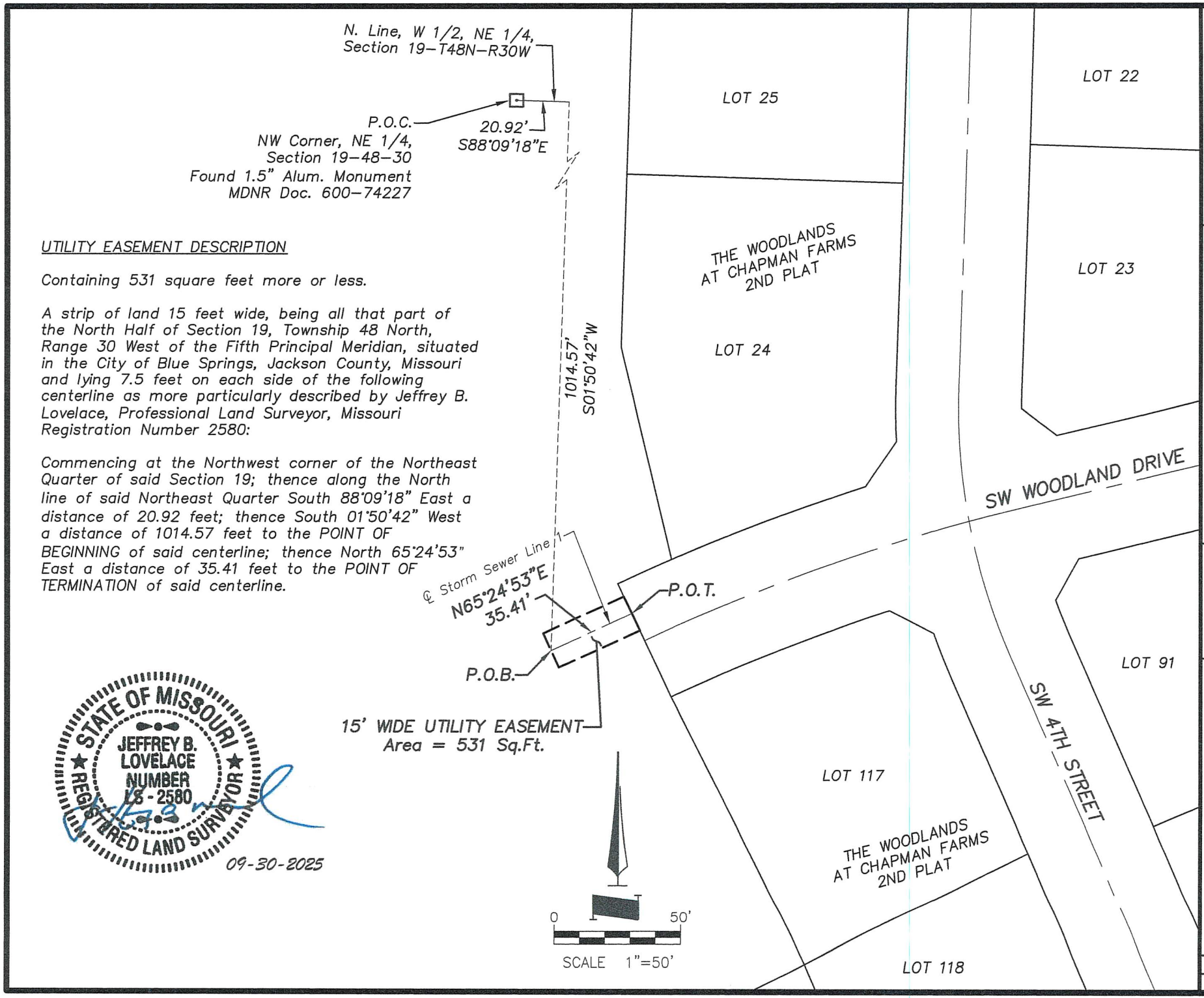
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal of my office in Jackson CO the day and year last above written.

My Commission Expires: [Seal]

[Seal]

KIM FINNIGAN
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: December 26, 2025
Commission #13815138

[Notary Public]



UTILITY EASEMENT DESCRIPTION

Containing 531 square feet more or less.

A strip of land 15 feet wide, being all that part of the North Half of Section 19, Township 48 North, Range 30 West of the Fifth Principal Meridian, situated in the City of Blue Springs, Jackson County, Missouri and lying 7.5 feet on each side of the following centerline as more particularly described by Jeffrey B. Lovelace, Professional Land Surveyor, Missouri Registration Number 2580:

Commencing at the Northwest corner of the Northeast Quarter of said Section 19; thence along the North line of said Northeast Quarter South 88°09'18" East a distance of 20.92 feet; thence South 01°50'42" West a distance of 1014.57 feet to the POINT OF BEGINNING of said centerline; thence North 65°24'53" East a distance of 35.41 feet to the POINT OF TERMINATION of said centerline.

STATE OF MISSOURI
JEFFREY B. LOVELACE
NUMBER LS-2580
REGISTERED LAND SURVEYOR

09-30-2025

PROPERTY INFORMATION

Owner: FROST MARY K-TRUSTEE
PO BOX 638
BLUE SPRINGS MO 64013

Parcel No.:

Easement Tract No.:

UTILITY EASEMENT EXHIBIT

PART OF SECTION 19-T48N-R30W

BLUE SPRINGS, JACKSON COUNTY, MISSOURI

Prepared For: FROST CONSTRUCTION
PO BOX 638
BLUE SPRINGS MO 64013

Project No: 22074
Drawn By: JBL
Checked By: JBL
Date: 09-30-2025
Scale: 1" = 50'
File Name: OFFSITE ESMTS

LOVELACE & ASSOCIATES
Land Surveying - Land Planning
929 SE 3rd Street
Lee's Summit, Missouri 64063
Tel: (816) 347-9997 Fax: (816) 347-9979

EXHIBIT

SHT 1 OF 1

Storm Sewer Easement

Areas designated as storm sewer easements are hereby reserved for the location, construction, reconstruction, maintenance, operation, and repair of sewerage improvements and any and all appurtenances incidental thereto in, under, upon, over and through land lying, being and situated in Blue Springs, Missouri ("The City") is hereby granted to the City. By the granting of this easement, it shall be construed to prohibit development of any adjoining property or from the laying out, establishing, and constructing pavement, surfacing of roadways, curbing and gutters along, upon, over, or across said easement of any portion thereof; provided, however, said easement shall be kept free from additional depth of overburden, buildings and any other structure or obstruction (except sidewalks, roadways, pavement, landscaping, fences, or curbs), which will interfere with the City in entering upon said adjacent land and easement for the purpose of laying, constructing, reconstructing, operating, repairing, and maintaining such sewerage improvements and appurtenances.

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: October 24, 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

Passage of a Bill approving a two-year contract with Johnson County, Missouri for Detention Services.

BACKGROUND/JUSTIFICATION

Staff is recommending the approval of a contract with Johnson County, Missouri for the detention of Municipal Prisoners. The Police Department has used the Johnson County Jail for detention services since late 2012. This two-year contract increases the daily rate per prisoner from $60.00 to $65.00 per day.

The Johnson County Jail is also used by several neighboring agencies and the Blue Springs Police Department is satisfied with the quality of services provided by the Johnson County Jail. The facility is dependable and located within 40 minutes of the Police Department. The Johnson County Jail is one of few in the area that holds municipal prisoners for other agencies, and the only one that provides daily transportation.

FINANCIAL IMPACT

Contractor:	Johnson County Missouri
Amount of Request/ Contract:	$65.00 per day per prisoner
Amount Budgeted:	$120,000
Budget Year:	FY 2025-26
Funding Source/Account #:	100-20030-520182
Account Balance:	$120,000 Date: 11/3/2025

PROJECT TIMELINE

Estimated Start Date	**Estimated End Date**
January 2, 2026	December 31, 2027
Years and Months Contract in effect	**Number of times renewable**
1 year	1

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 with contract attached as Exhibit A.

REVIEWED BY:

Requesting Director: ***Bob Muenz***	Budget: ***Lori Turner***
Legal: ***Jennifer Baird***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

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

Introduced by Councilmember _____ BILL NO. 5370

ORDINANCE NO. ____

AN ORDINANCE APPROVING A TWO-YEAR CONTRACT BETWEEN THE CITY OF BLUE SPRINGS AND JOHNSON COUNTY, MISSOURI FOR DETENTION SERVICES

WHEREAS, the Police Department has recognized the need to hold municipal prisoners in a secure environment; and

WHEREAS, the Police Department has used the Johnson County Jail for detention services since late 2012 and is satisfied with the quality of services provided by the Johnson County Jail; and

WHEREAS, Johnson County, Missouri has provided a new agreement that increases the daily amount charged per prisoner for detention services.

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

Section 1. The City Administrator is hereby authorized to enter into a contract with Johnson County, Missouri for detention services. 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 necessary tasks to implement said contract.

Section 3. 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 1st day of December 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____



Johnson County Sheriff's Office

Sheriff
Scott W. Munsterman

AGREEMENT FOR DETENTION SERVICES

This AGREEMENT is made by and between the City of Blue Springs, Missouri (hereinafter called "City") and the County of Johnson (hereinafter called "Contractor").

WHEREAS, City requires services for the housing of City inmates and detainees ("prisoners or inmates") on a short and long-term basis; and

WHEREAS, Contractor is prepared to provide these services;

NOW, THEREFORE, in consideration for the mutual covenants contained in this Agreement, the City and the Contractor agree as follows:

SECTION 1. Scope of Agreement.

(a) Contractor agrees to furnish secure facilities and personnel twenty-four (24) hours a day, seven (7) days a week for confinement of both male and female City inmates and detainees being held who are pretrial or serving City time as imposed by a municipal court judge.

(b) Contractor agrees to provide the following consistent with the current American Correctional Association standards: correctional officers, administrative and support service staff, housing, food and facilities for the City's inmate and detainees, including, but not limited to providing a bed, tables, chairs, clothing, food, and other related facilities.

(c) Contractor shall at all times treat and care for all City inmates and detainees and City arrestees and detainees placed with the Contractor in a humane, appropriate, and professional manner in compliance with all requirements of state, local and federal law and consistent with applicable industry standards. Nothing contained within this Agreement shall be construed to

Johnson County Sheriff's Office, 278 SW 871 Road, Centerview, MO 64019
Phone: (665) 747-6469 – Fax: (816) 732-6382 – www.jocomosheriff.org

authorize or permit the imposition of any type of discipline prohibited by the laws, constitutions, or administrative regulations of the City of Blue Springs, Missouri, State of Missouri or the United States of America.

(d) Contractor shall ensure that persons confined in the Facility have adequate clothing, food, and bedding. Deprivation of adequate clothing, food, or bedding shall not be used as a disciplinary action against any confined person.

Section 2. The-Facilities. The Detention Facility ("Facility" or "Facilities") is located at 278 S.W. 871 Road, Centerview, MO 64019. All Facilities shall meet the following requirements:

(a) Facility must be secured for the prevention of escape and confinement of prisoners at all times.

(b) The Facility shall separate male and female inmates such that they are not in sight or sound of each other (normal voice level).

(c) The Facility shall meet the requirements of the ACA (American Correctional Association) standards for Adult Local Detention Facilities, except when non-conformance has been approved by the City.

Section 3. Operation of Facilities. All Facilities must be operated in accordance with the following requirements:

(a) **Federal, State and ACA Standards.** All Contractor's operations shall comply with all Federal, State, and Local laws, and ACA (American Correctional Association) standards for Adult Local Detention Facilities, except when non-conformance has been approved by the City. Policies, where required, shall be available for review by the City.

i. Contractor shall specifically comply with Section 221.050, RSMo

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which provides, "Persons confined in jails shall be separated and confined according to sex. Persons confined under civil process or for civil causes shall be kept separate from criminals. Nothing in this section shall be construed to prohibit the housing of persons on probation or parole with offenders or persons being held on criminal charges."

(b) **Contractor's Employees.** Contractor shall conduct background checks of all employees. Contractor shall not allow employees with prior felony convictions to have direct contact with or supervision of City prisoners.

(c) **Programs.** Programs, activities and services shall be provided equally to male and female prisoners.

(d) **Isolation Units.** The City agrees it will contact Contractor in advance if City is sending a prisoner who will require segregation or isolation to determine if space is available for that prisoner.

(e) **Transportation.**

(1) **In General.** City shall be responsible for transporting prisoners from the City to the detention facility and other destinations (court, medical, and dental treatment), as required.

(2) **Optional Transportation Service.**

a. **Basic Service.** In Contractor's sole discretion, Contractor may elect to offer transportation services during the term of the Contract.

1. The cost associated with the transporting of prisoners will be a cost of twenty dollars **($20.00)** per round trip, however, when multiple prisoners from the City are transported, only one charge will be assessed for that

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Phone: (665) 747-6469 – Fax: (816) 732-6382 – www.jocomosheriff.org

trip. If the City has more prisoners to be transported than the capacity of the transport vehicle, and a second transport is needed, then a second transport fee of twenty dollars (**$20.00)** will be assessed for that trip.

2. The Contractor may charge the City a total of twenty dollars (**$20.00)** per round trip from the Contractor's facility to pick up or to deliver the prisoner back to the City 's Facility or their respective Courts. The twenty-dollar ($20.00) fee will be charged per trip regardless of the number of prisoners being transported in the transport vehicle. If an additional vehicle is required, then an additional transport fee will be assessed.

b. **Additional Pickups.** If the Contractor offers transportation services during the term of the Contract, the Contractor and City will agree to times and schedule. If additional pickup and deliveries are requested by the City, it is understood the twenty-dollar (**$20.00)** round trip charge will apply.

c. **Cancellation.** If the Contractor provides optional transportation services, the Contractor may cancel or postpone any pickup or delivery of prisoners due to inclement weather or when conditions exist that would make the delivery or pickup dangerous to the public, prisoner, or the Contractor's employee.

d. **Documentation.** Documentation associated with the pickup and delivery of the City prisoners MUST be received by the Contractor by the time designated by the Contractor which will be set by agreement between the Parties.

Johnson County Sheriff's Office, 278 SW 871 Road, Centerview, MO 64019
Phone: (665) 747-6469 – Fax: (816) 732-6382 – www.jocomosheriff.org

e. **Male and Female Passengers.** When transporting an opposite sex prisoner, Contractor will ensure there are other prisoners on board or a minimum of two drivers unless the transport vehicle is equipped with a working in car video.

f. **Minimum Equipment.**

1. Transport vehicles shall be secure, handicap accessible and shall have at minimum, cages, restraint equipment, emergency equipment (first aid and fire extinguisher), and communications equipment (radio or phone).

2. The transport vehicles must be equipped with working heat and air conditioning in the prisoner compartment.

Section 5. Prisoner Health Care.

(a) **In general.** All prisoners shall be provided onsite health care professional care and prescriptions for non- emergency health care needs at no cost to City and all City prisoners shall receive the same onsite health care professional care and prescriptions for non- emergency health care and prescriptions as prisoners from Johnson City, Missouri.

(b) **Emergencies.** Prisoners requiring medical treatment at a hospital emergency room are to be taken to the nearest appropriate medical facility. Anytime a prisoner is taken for medical treatment, Contractor will contact the City and notify the on-duty staff of the nature of the prisoner's illness/injury. Emergency treatment may be authorized by the Contractor; however, the City may not accept responsibility for the associated cost. If City does not accept responsibility for the associated cost of the prisoner's emergency treatment, Contractor may return prisoner to City immediately so that City will house the prisoner.

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(c) **Hospital Admission**. If a prisoner is admitted into a medical facility or transported to another medical facility, Contractor will contact the City and notify the on-duty staff of the nature of the prisoner's illness/injury. If elected, the City shall respond to the medical facility within two (2) hours and take custody of the prisoner. If the City designates not to respond, the cost associated to the City is thirty dollars **($30.00)** per employee, per hour, as the Contractor remains with the prisoner.

(d) **Prisoner Solely Responsible for Medical Costs.** Prisoners are personally responsible for any routine medicine, medical or dental expenses, in accordance with the revised Statues of the State of Missouri, (221.120 RSMO).

(e) **Medications.** Contractor shall provide routine medications to Prisoners at no cost to the City in accordance with Contractor's policies for prisoners from Johnson City, Missouri. Contractor does not purchase more than fourteen (14) days medication at a time. The contractor will call the City for any one medication that would exceed $100 to be filled for approval bill, return of inmate, or city can seek medication fulfillment.

(f) **Refusal of Certain Prisoners.** The City agrees Contractor shall have the right to refuse to accept a Prisoner based upon current medical conditions including but not limited to: high risk or late term pregnancy, cancer, influenza, tuberculosis, any highly contagious or infectious disease and any medical condition which requires hospitalization or 24- hour around the clock medical care.

Section 6. Release of Prisoners.

(a) **In General.** All prisoners are to be released through the City and no City prisoner shall be released in Centerview. When a prisoner has reached

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the day prior to his/her scheduled release date or earlier if ordered by the City. The City will transport him/her to the City's designated Place in Blue Springs, Missouri. Prisoners who have had their fine or bond posted will also be transported back to the City's designated Place for release by the City.

(b) **Prisoner's Release Date and Jake's Law.** Whenever a Prisoner has reached his or her release date, the Prisoner will, without exception be returned to the City's designated Place. City is responsible for the transportation of the Prisoner. This procedure will be followed regardless of any warrant that is outstanding from another agency. The Prisoner will be taken back to the City 's designated Place and will be released to the City. City is responsible for compliance with Jake's Law. It is the City's responsibility to contact the Agency which has the outstanding warrant for the subject.

Section 7. Reports. Contractor shall provide the following reports, in writing:

(a) **Incidents.** Any Incidents involving any City prisoner, whether as victim or suspect, Contractor shall immediately report the incident to the City. Reportable incidents include, but are not limited to: injuries, fights, assaults, claims of harassment, loss of personal property, escape, or attempted escape or conduct that result in loss of prisoner privileges.

(b) Housing and Medical Reports. A detailed report for housing, medical services, dental and medicine will be submitted to the City or their designee once per month for all prisoners housed during the previous calendar month. This report shall include the prisoner's name, dates of housing, total number of days housed during the reporting period, and any other expenses.

Section 8. Visits.

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(a) City reserves the right to make unscheduled visits at the Contractor's Facility and full access will be required at that time or the Agreement may be canceled.

(b) Contractor shall allow City inmates to have visitation from outside persons in accordance with Contractor's visitation policies and through the methodologies used by Contractor for visitation for Johnson City, Missouri inmates.

SECTION 9. Compensation.

(a) **Minimum Number of Beds.** Contractor provides no guarantee to the City the availability of a certain number of beds per day in Contractor's Facility. City shall pay the Contractor sixty-five dollars **($65.00)** per bed per day.

(b) **Additional Beds.** If City needs additional beds for prisoners, Contractor shall provide City additional beds if Contractor has additional beds. The decision of whether there are additional available beds shall be made by the Contractor's Jail Administrator. City shall pay Contractor an additional sixty-five dollars **($65.00)** per day per bed. If Contractor needs the additional bed back from the City, the City must return the additional bed(s) within one day except on holidays and the weekends.

(c) **Additional Services.** The fee of sixty-five dollars ($65.00) only pertains to the housing of the prisoners and does not include the Contractor's optional transportation fees associated with the transporting of the prisoners to the required locations such as to and from the City designated Place, Contractor's facility, and Court or any other additional services agreed upon by the City and Contractor.

(d) **Return of Prisoners.** The Contractor may refuse to house, or order the return a housed inmate back to the City's designated Place due to safety or

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medical issues which require additional services that the Contractor cannot provide. City shall be responsible for the transport of the inmate back to the City's designated Place.

(e) **Payment.** Contractor shall submit a monthly invoice to the City for services provided in the previous month. City shall pay the Contractor within 30 days of receipt of the actual invoice.

SECTION 10. Modification of the Contract.

Either party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, City and Contractor will agree to an equitable adjustment of the Agreement price, period of service, or both, and will reflect such adjustment in a change order or contract amendment.

SECTION 11. Indemnification.

(a) Having considered the potential liabilities that may exist during the performance of this Agreement and the Contractor's fee, and in consideration of the mutual covenants contained in the Agreement, City and Contractor agree to allocate and limit such liabilities in accordance with this Section.

(b) The Contractor agrees to indemnify and hold harmless the City and the Blue Springs Police Department, their agents, officials, and employees and to assume all risk, responsibility for death of or injury to, any persons and for loss, damage or injury to any property (together with all expenses, including attorney fees, in defense or prosecution of any action involving any such death, injury or damage), arising from, growing out of, or in any manner or degree directly or indirectly related to the performance of this work, including patent and copyright infringements.

(c) Contractor shall indemnify City and Blue Springs Police Department

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against legal liability for damages arising out of claims by Contractor's employees.

(d) Contractor shall have no obligation to defend, indemnify, or hold harmless the City or Blue Springs Police Department or any City or Blue Springs Police Department officials or employees for any claim arising out of a negligent act or intentional misconduct on the part of a City or Blue Springs Police Department official or employee.

SECTION 12. Insurance.

During the performance of the Services under this Agreement, Contractor shall maintain the following insurance:

A. Workers' Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance, with a limit of $500,000 for each occurrence.

B. Professional Liability Insurance, with a limit of $1,000,000 annual aggregate.

C. General Liability, Insurance, with bodily injury limits of $1,000,000 for each occurrence and $2,000,000 aggregate, and with property damage limits of $1,000,000 for each occurrence and $1,000,000 aggregate.

D. Automobile Liability Insurance, with bodily injury limits of $1,000,000 for each person and $1,000,000 for each accident, and with property damage limits of $1,000,000 for each accident.

Contractor shall furnish City and Blue Springs Police Department certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to the City and Blue Springs Police Department. All subcontractors shall be required to include City and Blue

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Springs Police Department and Contractor as additional insured on their General Liability insurance policies, and shall be required to indemnify City and Blue Springs Police Department and Contractor to the same extent.

SECTION 13. Termination.

(a) **Termination for Convenience.** City may terminate or suspend performance of this Agreement at City 's convenience upon sixty-five (65) days' written notice to Contractor. If termination or suspension is for the City 's convenience, City shall pay Contractor for all the services performed until the date of the termination by City. Upon restart, and equitable adjustment shall be made to Contractor's compensation.

(b) **Termination for Cause.** This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

(c) **Termination for Lack of Funding.** In the event that funding for the contract is discontinued, City shall have the right to terminate this contract immediately upon written notice to Contractor.

(d) **Force Majeure Termination.** If, as a result of any natural disaster, windstorm, earthquake, fire, flood, act of terrorism or war, or Act of God, Contractor is unable to perform this Agreement, the Agreement shall immediately terminate.

SECTION 14. Waiver

A waiver by either City or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect

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to any other or further breach.

SECTION 15. Severability.

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

SECTION 16. Binding Agreement.

City and Contractor each bind itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to the Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

SECTION 17. Assignment.

Neither City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

SECTION 18. Third Party Beneficiary.

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Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City, Blue Springs Police Department, and Contractor.

SECTION 19. Independent Contractor.

Each party shall perform its activities and duties hereunder only as an independent contractor. The parties and their personnel shall not be considered to be employees or agents of the other party. Nothing in this Agreement shall be interpreted as granting either party the right or authority to make commitments of any kind for the other. This Agreement shall not constitute, create, or in any way be interpreted as a joint venture, partnership, or formal business organization of any kind.

SECTION 20. Right to Audit.

The Parties shall maintain all records in accordance with all State of Missouri Records Retention Requirements. Contractor agrees that Blue Springs Police Department and the City, or their duly authorized representatives, shall, until the expiration of three (3) years after final payment under this Agreement have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Agreement.

SECTION 21. Term of Contract.

(a) **Initial Term.** This agreement shall be in full force and effect for a period of one (1) year from the date of this Agreement and will automatically renew for a successive one (1) year period unless either party notifies the other of its intent not to renew at least sixty-five (65) days prior to the end of the current term.

SECTION 22. Discrimination.

During the performance of this contract/agreement or purchase order, the Contractor agrees as follows:

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The Contractor will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, age, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin.

The Contractor will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. However, this provision shall not be construed to require Contractor act in any way beyond what is required by federal law of the laws of the State of Missouri and no cause of action is created by this provision for any individual not a signatory to this Agreement.

The Contractor will comply with all solicitations of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive

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Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his or her books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract/agreement or purchase order with any of the said rules, regulations, or orders, this contract/agreement or purchase order may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for any further government agreement/contracts or purchase order or federally assisted contract/agreement in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as City may direct as a means of enforcing such provisions, including sanctions of noncompliance; provided, however, that in the event an organization becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by City, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

SECTION 23. Governing Law.

This Agreement shall be governed by the laws of the state of Missouri.

SECTION 24. Notice

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Phone: (665) 747-6469 – Fax: (816) 732-6382 – www.jocomosheriff.org

Any communication required by this Agreement shall be made in writing to the address specified below:

CONTRACTOR:

Sheriff Scott Munsterman
Johnson City Sheriff's Office 278
SW 871 RD
Centerview, MO 64019

CITY OF BLUE SPRINGS:

Chief Bob Muenz
1100 SW Smith St.
Blue Springs, MO 64015

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

SECTION 25. Additional Projects

City and Contractor each reserve the right to, from time to time; enter into other agreements or contracts for specific projects. If such agreements or contracts are separately approved in writing by the parties, the terms and conditions of those agreements or contracts shall prevail for the specific projects set forth therein.

SECTION 26. Disputes

This Agreement represents the entire agreement between City and Contractor. All previous or contemporaneous agreements, representations, promises and conditions relating the Contractor's services described herein are superseded. Any dispute resolving any provision of this Agreement shall be resolved by binding Arbitration if the Parties

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cannot reach an agreement after escalating the dispute through their chain of command. The arbitrator shall be a retired Circuit or Associate Circuit Judge. of the State of Missouri, to be agreed upon by the parties. If the parties are unable to agree upon a retired judge to serve as an arbitrator, each party shall select an arbitrator. The arbitrators so selected shall then meet and select a third arbitrator who shall hear and decide the matter.

SECTION 27. Survival of Certain Sections

The following Sections shall survive the expiration or termination of this Agreement for any reason: (3, 9, 11, 14, 15, 17, 19, 20, 26 and 27).

SECTION 28. Employee Eligibility Verification.

Contractor shall execute and submit an affidavit, in a form prescribed by the CITY, affirming that CONTRACTOR does not knowingly employ any person in connection with the contracted services 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). CONTRACTOR shall attach to the affidavit documentation sufficient to establish CONTRACTOR's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. CONTRACTOR may obtain additional information about E-Verify and enroll at https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES. For those CONTRACTORS enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that CONTRACTOR will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. CONTRACTOR shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY.

SECTION 29. City 's Financial Obligation.

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City shall order all services to be provided by Contractor under this Agreement by means of a Purchase Order issued by the City 's Manager of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance. City shall not have any financial obligations to Contractor under this Agreement until the City issues a Purchase Order to Contractor. Contractor shall not provide any services in excess of the dollar amount contained in any Purchase Order and Contractor shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from City. Each Purchase Order that City issues to Contractor incorporates this Contract by reference even if the Purchase Order does not incorporate this Contract by reference.

SECTION. 30. Meetings.

(a) **Kickoff Meeting:** In order to have a smooth transition for Contractor providing services, the City and Contractor shall have a kickoff meeting in person at a time agreed by the Parties that includes the personnel from the City and Contractor who will be implementing and performing the services in the Contract for the City and the Contractor. The meeting shall be at the Facility.

(b) **Meetings 1st 90 Days of the Contract.** The City and Contractor shall meet bi-weekly during the first ninety days of the Contract. The meetings will be at the Facility unless the Parties agree to a teleconference meeting.

(c) **Regular Meetings.** After the first ninety days of the Contract, City and Contractor shall meet regularly to communicate on operations and any issues.

SECTION 31. Reports.

Contractor shall provide City regular reports in such time intervals and on such items as the Parties agree.

SECTION 32. Misuse of Prison Labor.

Contractor shall not misuse prison labor. Contractor shall comply with City

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ordinance, Section 44-1O entitled "Misuse of Prison Labor" which provides as follows:

> **Prohibited.** Except where permitted in subsection {b} of this section, it shall be unlawful for the City, City, or any department, officer or employee of the City, or City, to engage or permit to be engaged any prisoner, in the custody and care of a correctional facility, in competition with free labor, or to contract the services of a City prisoner in any labor which otherwise would be performed by paid laborers. This prohibition shall not include services provided by an inmate as a trustee at the Facility or for the Facility.
>
> **Exceptions.** This section shall not be construed as prohibiting the employment of City prisoners after conviction in any work to be performed strictly for the use and benefit of the City or other governmental entities or agencies, or as a part of any established community service work program, or for work performed for any charitable organization, agency or other non-for-profit corporation.

IN WITNESS WHEREOF, City of Blue Springs and Contractor, by and through their authorized officers, have made and executed this Agreement.

CITY OF BLUE SPRINGS	COUNTY OF JOHNSON
By: _____	By: _____
Title: City Administrator	Title: _____
Date: _____	Date: _____
Approved as to form:	
By: /s/ Jennifer Baird	By: _____
Title: City Attorney	Title: _____
Date: November 3, 2025	Date: _____

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CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: October 30, 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

Passage of a Bill approving a Subaward Agreement for the Jackson County Drug Task Force for the 2024 Edward Byrne Memorial Justice Assistance Grant.

BACKGROUND/JUSTIFICATION

The Missouri Department of Public Safety, who administers the Justice Assistance Grant (JAG) awarded to the Jackson County Drug Task Force (JCDTF), has requested signature and initialing on the Subaward Agreement form by the municipality's authorized official that is receiving pass through funding. Because the JCDTF lists the Blue Springs Detectives assigned to the JCDTF as salary reimbursement in the grant, it is considered pass through funding.

Currently, two detective salaries are funded by the grant to the JCDTF, which in turn reimburses the City for the salaries. There are also other funds besides JAG used to reimburse the City 100% of the salaries, including State grants and COMBAT funding. This amount equates to roughly $170,000.00 in salary reimbursement for two detectives. The additional funding sources do not require similar subaward agreements. There is no financial impact to the City by signing this agreement other than ensuring that the pass-through reimbursement funds continue through the life of this grant cycle that ends on 6/30/2026.

FINANCIAL IMPACT

Contractor:	Jackson County Drug Task Force
Amount of Request/ Contract:	$0
Amount Budgeted:	$0
Budget Year:	FY 2025-26
Funding Source/Account #:	Personnel Services Accounts
Account Balance:	$0 Date: 11/4/2025
Revenue to be Received:	$52,559.34
Revenue Account No.	100-00000-420120 JC DTF

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
December 2, 2025	June 30, 2026
Years and Months Contract in effect	**Number of times renewable**
9 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. Bill with Subaward Agreement attached as Exhibit A.

REVIEWED BY:

Requesting Director: ***Bob Muenz***	Budget: ***Lori Turner***
Legal: ***Jennifer Baird***	City Administrator: ***Christine Cates***

Introduced by Councilmember _____ BILL NO. 5371

ORDINANCE NO. ____

AN ORDINANCE APPROVING A SUBAWARD AGREEMENT FOR THE JACKSON COUNTY DRUG TASK FORCE FOR THE 2024 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT

WHEREAS, the City of Blue Springs Police Department provides two detectives to serve on the Jackson County Drug Task Force; and

WHEREAS, the Jackson County Drug Task Force reimburses the City for those salaries utilizing pass-through Federal grant funds for a portion of the total salaries; and

WHEREAS, the grant requires those recipients of pass-through federal funding to sign the subaward agreement.

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

Section 1. The City Administrator is hereby authorized to sign the Subaward Agreement between the City of Blue Springs and the Jackson County Drug Task Force to receive pass-through grant funding for salary reimbursement. A copy of the Subaward Agreement is attached hereto as Exhibit "A" and is incorporated herein.

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

Section 3. 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 1st day of December 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

EXHIBIT A

Jackson County, Drug Task Force

415 E. 12th Street
Kansas City, Missouri 64106
Telephone: 816-881-3176 Fax: 816-881-3877

SUBAWARD AGREEMENT

DATE	
10-27-2025	
FEDERAL IDENTIFICATION NUMBER	CONTROL NUMBER
15PBJA-24-GG-04250-MUMU-6	BS

SUBRECIPIENT NAME	UEI Number
City of Blue Springs	XNB7P7URLFB7

ADDRESS		
903 W. Main Street		
CITY	STATE	ZIP CODE
Blue Springs	MO	64015

TOTAL AMOUNT OF THE FEDERAL AWARD	AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION
$52,559.34	$52,559.34
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT	TOTAL APPROVED COST SHARING OR MATCHING
$52,559.34	$0.00

PROJECT PERIOD FROM	PROJECT PERIOD TO	FEDERAL AWARD DATE
07/01/2025	06/30/2026	11/04/2024
PROJECT TITLE		FUNDED BY
FY 2024 (JAG) – City of Blue Springs		Edward Byrne Memorial Justice Assistance Grant (JAG)

FEDERAL AWARDING AGENCY	PASS THROUGH ENITITY	IS THIS AWARD R&D	INDIRECT COST RATE
Department of Justice	Jackson County	YES ☐ NO ☒	YES ☐ NO ☒ AMOUNT

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER	METHOD OF PAYMENT (Reimbursement -- Advanced)
16.738	Reimbursement

CONTACT INFORMATION

(YOUR AGENCY'S) CONTACT	SUBRECIPIENT PROJECT DIRECTOR
NAME: Cari Beeman	NAME: Chief Robert Muenz
E-MAIL ADDRESS: cbeeman@jcdtf.com	ADDRESS (If different from above): 1100 SW Smith Street
TELEPHONE: (816) 503-4713	CITY, STATE AND ZIP CODE: Blue Springs, MO 64015
Agency Officer In Charge: Dan Cummings	TELEPHONE: 816-228-0151 / E-MAIL ADDRESS: bmuenz@bluespringsgov.org

SUMMARY DESCRIPTION OF PROJECT

The Missouri Department of Public Safety's strategic priorities encompass several key initiatives including; building relationships with external stakeholders, identifying hazards and threats to public safety, maintaining sufficient capacities to perform statutorily required responsibilities and utilizing Federal and State programs to protect, as well as, provide impactful service to Missouri citizens. We invite our stakeholders and partners to also adopt these priorities and join us in building more prepared, protected and secure Missouri communities. Public safety is a shared responsibility and funding should support priorities that are the most impactful and demonstrate the greatest return on investment. The Missouri Department of Public Safety seeks to forge partnerships with our law enforcement partners by providing them resources. The JAG DTF grant opportunity provides resources to combat drug related crimes.

SUBAWARDING AGENCY APPROVAL		SUBRECIPIENT AUTHORIZED OFFICIAL	
(TYPED NAME AND TITLE OF) JAG SUBAWARDING OFFICIAL: Ms. Melesa Johnson, Jackson County Prosecutor		TYPED NAME AND TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL: Christine Cates, City Administrator	
SIGNATURE OF APPROVING OFFICIAL	DATE	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL	DATE

THIS SUBAWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUBAWARD AGREEMENT THE SUBRECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.

Approved as to form: /s/ Jennifer Baird
Jennifer Baird, City Attorney

GRANT PROGRAM	SUBRECIPIENT
FY 2024 JAG	City of Blue Springs
AWARD NUMBER 15PBJA-24-GG-04250-MUMU-6	DATE 10/27/2025

SUBAWARD AGREEMENT

ARTICLES OF AGREEMENT

Article 1 – All subawards (“subgrants”) must have specific federal authorization
The subrecipient or subrecipient ("subgrantee") at any tier must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Article 2 – Applicability of Part 200 Uniform Requirements
The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this subaward from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the subaward that the subrecipient typically for a period of 3 years from the date of submission of the final expenditure report, unless a different retention period applies -- and to which subrecipient must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that a subaward-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the subrecipient is to contact the DPS/OHS promptly for clarification.

Article 3 – Authorized Representative
The subrecipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the subaward on behalf of the subrecipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this subaward. The subrecipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the subaward without first ensuring that the individual has the requisite legal authority.

Article 4 – Body armor – compliance with NIJ standards and other requirements
Ballistic-resistant and stab-resistant body armor purchased with subaward funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: https://nij.ojp.gov/topics/equipment-and-technology/body-armor.

AUTHORIZED OFFICIAL INITIALS

Article 5 – Body-worn cameras, policies, and procedures
In accepting this subaward, the subrecipient at any tier agrees not to use subaward funds for purchases of body-worn cameras or related expenses for any agency unless that agency has policies and procedures in place that reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline.

Article 6 – Avoidance of duplication of networks
To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subrecipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

Article 7 – Compliance with 28 C.F.R. Part 23
With respect to any information technology system funded or supported by funds under this subaward, the subrecipient at any tier must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the subrecipient may be fined as per 34 U.S.C. 10231(c)-(d). The subrecipient may not satisfy such a fine with federal funds.

Article 8 – Compliance with 41 U.S.C. 4712 (Including prohibition on reprisal; notice to employees)
The subrecipient at any tier must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The subrecipient at any tier also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this subaward, the subrecipient is to contact the DPS/OHS for guidance.

Article 9 – Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events
The subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

GRANT PROGRAM	SUBRECIPIENT
FY 2024 JAG	City of Blue Springs
AWARD NUMBER 15PBJA-24-GG-04250-MUMU-6	DATE 10/27/2025

SUBAWARD AGREEMENT

ARTICLES OF AGREEMENT

Article 10 – Compliance with DOJ Grants Financial Guide
References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm) including any updated version that may be posted during the period of performance. The subrecipient agrees to comply with the DOJ Grants Financial Guide.

Article 11 – Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 38

The subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that subrecipients may not use direct Federal financial assistance from the Department to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice, or in their outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to subrecipient organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to subrecipients that are faith-based or religious organizations. In addition, Part 38 states that a faith-based organization that participates a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Subrecipients ("subgrantee") at any tier, that provide social services under this subaward must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements.

Article 12 – Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 42
The subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered subrecipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

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Article 13 – Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 54
The subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered subrecipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Article 14 – Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)
The subrecipient or subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations act are indicated at https://www.ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a subrecipient would or might fall within the scope of an appropriations-law restriction, the subrecipient is to contact the DPS/OHS for guidance, and may not proceed without the express prior written approval of the DPS/OHS.

Article 15 – Compliance with National Environmental Policy Act and related statutes
Upon request, the subrecipient at any tier must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these subaward funds, directly by the subrecipient. Accordingly, the subrecipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the subaward, the subrecipient agrees to contact BJA.

The subrecipient at any tier understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these subaward funds. That is, as long as the activity is being conducted by the subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

AUTHORIZED OFFICIAL INITIALS

The subrecipient at any tier understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The subrecipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at https://bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Subrecipient's Existing Programs or Activities: For any of the subrecipient at any tier's existing programs or activities that will be funded by these subaward funds, the subrecipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

Article 16 – Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this subaward for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the subrecipient at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards) and are incorporated by reference here.

Article 17 – Confidentiality of data

The subrecipient at any tier must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The subrecipient further agrees, as a condition of subaward approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

Article 18 – Data Collection

The subrecipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Article 19 – Determination of suitability to interact with participating minors

SCOPE. This condition applies to this subaward if it is indicated -- in the application for any subaward, at any tier, the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the subaward whether the subrecipient is to benefit a set of individuals under 18 years of age.

The subrecipient must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

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Article 20 – Effect of failure to address audit issues

The subrecipient understands and agrees that the DOJ/DPS/OHS awarding agency (OJP or OVW, as appropriate) may withhold subaward funds, or may impose other related requirements, if (as determined by the DOJ/DPS/OHS awarding agency) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this subaward), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Article 21 – Employment eligibility verification for hiring under the subaward

1. The subrecipient at any tier must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with subaward funds, the subrecipient at any tier properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the subrecipient who are or will be involved in activities under this subaward of both—

(1) this subaward requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the subaward requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the subaward (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this subaward condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, subaward funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

3. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this subaward" specifically includes (without limitation) any and all subrecipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with subaward funds.

B. Employment eligibility confirmation with E-Verify

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For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the subrecipient may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subrecipient uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative No confirmation" or a "Final No confirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with subaward funds.

C. “United States" specifically includes the District of Columbia, Puerto Rico, Guam the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any subrecipient, at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any subrecipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1). Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at EVerifyEmployerAgent@dhs.gov. Questions about the meaning or scope of this condition should be directed to the DPS/OHS, before subaward acceptance.

Article 22 – Encouragement of policies to ban text messaging while driving
Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages subrecipients ("subgrantees") at any tier to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subaward, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Article 23 – Establishment of trust fund
If award funds are being drawn down in advance, the subrecipient is required to establish a trust fund account. Subrecipients at any tier must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG).

Article 24 – Exceptions regarding Prohibited and Controlled Equipment under OJP awards
Notwithstanding any provision to the contrary in the other terms and conditions of this subaward, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the “Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs” and the requirements for the “Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs” do not apply to this subaward.

Article 25 – Expenditures prohibited without waiver
No funds under this subaward may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent

AUTHORIZED OFFICIAL INITIALS

circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

Article 26 – Law enforcement task forces – required training
Within 120 days of subaward acceptance, each current member of a law enforcement task force funded with subaward funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this subaward, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If subaward funds are used to support a task force, the subrecipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Article 27 – Meaningful access requirement for individuals with limited English proficiency
The subrecipient, or subrecipients ("subgrantees") at any tier must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at “Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against Nation Origin discrimination Affecting Limited English Proficient Persons” (67 Fed. Reg. 41455-41472) (http://www.federalregister.gov/d/02-15207) and its incorporated by reference.

Article 28 – Monitoring
The subrecipient agrees to comply with OJP/ DPS/OHS grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The subrecipient agrees to provide to BJA, OCFO, and DPS/OHS all documentation necessary to complete monitoring tasks, including documentation related to any sub-subawards made under this subaward. Further, the subrecipient agrees to abide by reasonable deadlines set by BJA, OCFO, and DPS/OHS for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the subrecipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the subrecipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the subrecipient as a DOJ High Risk grantee; or termination of an award(s).

Article 29 – OJP Training Guiding Principles
Any training or training materials that the subrecipient at any tier develops or delivers with OJP subaward funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

Article 30 – Potential Imposition of additional requirements
The subrecipient agrees to comply with any additional requirements that may be imposed by the DOJ/DPS/OHS awarding agency (OJP or OVW, as appropriate) during the period of performance for this subaward, if the subrecipient is designated as "high risk" for purposes of the DOJ high-risk grantee list.

Article 31 – Prohibition on use of award funds for match under BVP program
JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

Article 32 – Publications
Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Missouri Department of Public Safety, Office of Homeland Security, DPS Grants and the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the DPS/OHS or of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

Article 33 – Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS
The subrecipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP subaward or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, subrecipients of OJP subawards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of subrecipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at https://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

Article 34 – Reclassification of various statutory provisions to a new Title 34 of the United States Code
On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code. Effective as of September 1, 2017, any reference in this subaward document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in subaward conditions, references set out in material incorporated by reference through subaward conditions, and references set out in other subaward requirements.

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Article 35 – Reporting potential fraud, waste, and abuse, and similar misconduct
The subrecipient ("subgrantees") at any tier, must promptly refer to the DPS/OHS any credible evidence that a principal, employee, agent, sub-subrecipient, contractor, subcontractor, or other person has, in connection with funds under this subaward-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this subaward, must also be reported to the DPS/OHS by one of the following methods: Mail: Missouri Department of Public Safety, Office of Homeland Security, Attn: DPS Grants, 1101 Riverside Drive, Jefferson City, MO 65102-0749, Email: dpsgrants@dps.mo.gov, DPS Fax: (573) 526-9012.

The DPS/OHS reserves the right to suspend or terminate grant funding pending the review of a report of fraud, waste, or abuse relating to funds under this subaward.

Article 36 – Required data on law enforcement agency training
Any law enforcement agency receiving sub-awarded funding from this JAG subaward must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

Article 37 – Required monitoring of subawards
The subrecipient must monitor sub-subawards under this subaward in accordance with all applicable statutes, regulations, subaward conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this subaward in any sub-subaward. Among other things, the subrecipient is responsible for oversight of sub-subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by sub-subrecipients. The subrecipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of sub-subawards under this award.

Article 38 – Requirements of the award; remedies for non-compliance or for materially false statements
The conditions of this subaward are material requirements of the subaward. Compliance with any assurances or certifications submitted by or on behalf of the subrecipient that relate to conduct during the period of performance also is a material requirement of this subaward.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the subaward. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices:
Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the subaward.

By signing and accepting this subaward on behalf of the subrecipient, the authorized recipient official accepts all material requirements of the subaward, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the subrecipient that relate to conduct during the period of performance.

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Failure to comply with one or more subaward requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period – may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this subaward (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).
Should any provision of a requirement of this subaward be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this subaward.

Article 39 – Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)
The subrecipient at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subrecipient, or individuals defined (for purposes of this condition) as "employees" of the subrecipient at any tier.

The details of the subrecipient at any tier's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by subrecipients and subrecipients at any tier related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Article 40 – Requirements related to System for Award Management and Universal Identifier Requirements
The subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The details of the subrecipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to a subaward to an individual who received the subaward as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Article 41 – Requirement to report actual or imminent breach of personally identifiable information (PII)
The subrecipient at any tier must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a sub-subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR

200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager/DPS/OHS no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Article 42 – Requirement to report potentially duplicative funding

If the subrecipient at any tier currently has other active subawards of federal and/or state funds, or if the subrecipient at any tier receives any other award of federal and/or state funds during the period of performance for this subaward, the subrecipient promptly must determine whether funds from any of those other federal and/or state subawards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this subaward. If so, the subrecipient must promptly notify the DPS/OHS in writing of the potential duplication, and, if so requested by the DPS/OHS, must seek a budget-modification or change-of-project-scope Subaward Adjustment – Budget Revision to eliminate any inappropriate duplication of funding.

Article 43 – Restrictions and certifications regarding non-disclosure agreements and related matters

No subrecipient at any tier under this subaward, or entity that receives a procurement contract or subcontract with any funds under this subaward, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (In accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. The foregoing is not intended and shall not be understood by the agency making this subaward, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this subaward, the subrecipient--

    a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

    b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of subaward funds, will provide prompt written notification to the federal agency making this subaward, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the subrecipient does or is authorized under this subaward to make sub-subawards, procurement contracts, or both--

    a. it represents that—

        i. it has determined that no other entity that the subrecipient's application proposes may or will receive subaward funds (whether through a subaward, procurement

contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

ii. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this subaward is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of subaward funds to or by that entity, will provide prompt written notification to the federal agency making this subaward, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Article 44 – Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the subrecipient at any tier either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the subrecipient at any tier to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a subrecipient would or might fall within the scope of these prohibitions, the subrecipient is to contact the DPS/OHS for guidance, and may not proceed without the express prior written approval of the DPS/OHS.

Article 45 – Submissions of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the subrecipient at any tier uses this subaward to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or state law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the subrecipient, if applicable must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to

the "state" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS relevant "eligible records".

In the event of minor and transitory non-compliance, the subrecipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

Article 46 – UAS/UAV
The subrecipient at any tier agrees that no funds under this grant subaward may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

Article 47 – Use of program income
Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on reimbursement requests in the WebGrants System.

Article 48 – Missouri Department of Public Safety, Office of Homeland Security (DPS/OHS), DPS Grants, Specific:

1. **Allowable Costs:** The subrecipient understands that only allowable and approved expenditures will be reimbursed under this subaward. These monies may not be utilized to pay debts incurred by other activities. The subrecipient agrees to obligate funds no later than the last day of the project period. (Funds are obligated when a legal liability to pay a determinable sum for services or goods is incurred and will require payment during the same or future period.) The subrecipient also agrees to expend funds no later than the end of the period of performance. (Funds are considered to be expended when payment is made.) Any funds not properly obligated and/or expended will lapse. Any deviation from the approved subaward must have prior approval from the Missouri Department of Public Safety. The subrecipient shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety. The subrecipient certifies that all expendable and non-expendable property purchased funds under this subaward shall be used for approved project purposes only.

2. **Body Armor Policy:** The subrecipient if monies are requested and awarded for the purchase of body armor, that the law enforcement agency must have a written “mandatory wear” policy in effect. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. The subrecipient will be required to forward a copy of such policy to the Missouri Department of Public Safety at the time of acceptance of claim submission.

3. **Body-Worn Camera Policy:** The subrecipient understands, if monies are requested and subawarded for the purchase of body-worn cameras, the law enforcement agency must have written policies and procedures in place related to equipment usage, data storage and access,

privacy considerations, training, etc. The subrecipient will be required to forward a copy of such policy(s) to the DPS/OHS at the time of claim submission.

4. **Buy American:** The subrecipient acknowledges Sections 34.350-34.359 RSMo regarding the Missouri Domestic Products Procurement Act (or commonly referred to as the Buy American Act) and the requirement to purchase or lease goods manufactured or produced in the United States, unless exceptions to the Buy American Act mandate in Section 34.353 RSMo are met.

5. **Buy Missouri:** The subrecipient acknowledges Sections 34.070 and 34.073 RSMo regarding the preference given to all commodities and tangible personal property manufactured, mined, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when quality is equal or better and delivered price is the same or less, quality of performance promised is equal or better and the price quoted is the same or less, or when competing bids are comparable.

6. **Change in Personnel:** The subrecipient agrees to notify, within a timely manner, the DPS/OHS if there is a change in or temporary absence as it affects the 'My Profile' module and the 'Contact Information' component within WebGrants. The notification shall be sent as a Subaward Adjustment – Program Revision through the 'Subaward Adjustment' component of WebGrants.

7. **Compliance Workshop:** As a subrecipient of federal and/or state funds, the subrecipient is required to participate in any applicable Compliance Workshop hosted by the DPS/OHS. The Compliance Workshop may be hosted as a webinar to provide post-award information to include, but not limited to, award acceptance, project implementation, reporting requirements, award changes, civil rights compliance, monitoring responsibilities, record retention, internal controls, and accounting responsibilities.

8. **Contractual Services:** For Contractual Services the following general requirements will be followed when subcontracting for work or services contained in this grant award:

    a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided.

    b. A copy of any contractual agreement made as a result of this award must be forwarded to DPS/OHS for review or be readily available for review prior to execution of the contract.

9. **Criminal Activity:** The recipient assures to formally report to the DPS/OHS within 48 hours of notification if an individual funded, in whole or in part, under this award is arrested for or formally charged with a misdemeanor or felony regardless of if the criminal offense is related to the individual's employment. The DPS/OHS reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.

10. **Data Reporting Requirements:** The subrecipient assures agrees to complete and submit any data or statistical reports required for this program. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.

11. **Discrimination in Public Accommodations:** The subrecipient assures compliance with Section 213.065 RSMo in regards to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.

12. **DPS Financial and Administrative Guide:** To subrecipient agrees to follow the grant program guidelines as stated in the DPS Financial and Administrative Guidelines as well as Information Bulletins released by the DPS/OHS to provide important updates, clarifications and policy statements related to the DPS/OHS Grants programs.

13. **Drug Task Force Eligibility for Grants:** The subrecipient assures, where such grant-funded project is for a drug task force, the grant-funded project is in full compliance with the state provisions of Section 650.150 RSMo relating to eligibility for state grants to help defray the costs of operation and will remain in full compliance for the duration of the project period.

14. **Duplication of Networks:** The subrecipient assures that all equipment/software requested and purchased under this subaward must be compatible with the statewide system. All software, if applicable, must be compatible with the statewide criminal records system. All communication devices, if applicable, must be capable of operating in accordance with the guidelines established by the Missouri Interoperability Center.

15. **Employment of Unauthorized Aliens:** Pursuant to Section 285.530.1 RSMo, the subrecipient assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the subrecipient shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

    In accordance with Sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of Section 285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of Section 285.530, RSMo and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

16. **Enforceability:** If a subrecipient fails to comply with all applicable federal and/or state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds awarded under the subaward, or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state and federal laws.

17. **Equipment:** Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or $5,000. Expenditures for equipment shall be in accordance with the approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this subaward is no longer needed for the original project or program or for other activities currently or previously supported by the DPS/OHS, you must request instructions from DPS/OHS to make proper disposition of the equipment following the DPS Administrative Guide.

18. **Fair Labor Standards Act:** All subrecipients of state and/or federal funds will comply with the minimum wage and maximum hour's provisions of Section 290.502 RSMo.

19. **Federal Equitable Sharing Funds:** The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 513.653 RSMo relating to participation in the federal forfeiture system and the reporting of proceeds therefrom to the Missouri State Auditor.

20. **Financial Reporting Requirements:** The subrecipient agrees to complete and submit any financial reports required for this program as requested by the Grant Specialist. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.

21. **Fund Availability:** The subrecipient understands all awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. It is understood and agreed upon that, in the event funds from state sources are not appropriated, are otherwise unavailable, or are not continued at an aggregate level sufficient to cover the costs under this award, or in the event of a change in state law relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice. The subrecipient further understands and agrees that neither the DPS/OHS nor the State of Missouri shall be liable for any costs, injuries, or other damages, liquidated or otherwise, caused by or related to a lack of funds or withholdings.

22. **Governing Directives:** The subrecipient assures that it shall comply, and all its subcontractors as applicable shall comply, with the applicable provisions of the Notice of

Funding Opportunity, the "DPS Financial and Administrative Guide", Information Bulletins released by the DPS/OHS, and other applicable state laws or regulations.

23. **Grant Reporting:** Status Reports are required to be submitted quarterly through the WebGrants system. Performance Measurement Tool (PMT) reports are required to be submitted quarterly at http://bja.oja.gov.

24. **Interoperability Equipment:** To meet SAFECOM requirements all radios must comply with the Missouri Department of Public Safety, Office of the Director DPS Grants Radio Interoperability Guidelines located at https://dps.mo.gov/dir/programs/ohs/documents/radio-interoperability-guidelines.pdf. The Missouri Interoperability Center will review all communications equipment applications to ensure they comply with the Radio Interoperability Guidelines.

25. **Law Enforcement Agency Requirements:** Law enforcement agencies must be compliant with the requirements listed below and must maintain compliance throughout the period of performance

    a. Section 43.505 RSMo - Uniform Crime Reporting: Pursuant to Section RSMo 43.505.3, each law enforcement agency in the state shall: (1) Submit crime incident reports to the department of public safety on forms or in the format prescribed by the department; and (2) Submit any other crime incident information which may be required by the department of public safety. Law enforcement agencies will be considered non-compliant if they have not submitted MIBRS reports for three or more months in the previous twelve months.

    b. Section 590.650 RSMo - Vehicle Stops Report: Pursuant to Section 590.650.3 RSMo, each law enforcement agency shall compile the data described in subsection 2 for the calendar year into a report to the attorney general and each law enforcement agency shall submit the report to the attorney general no later than March first of the following calendar year.

    c. Section 590.1265 RSMo - Police Use of Force Transparency Act of 2021: Pursuant to Section 590.1265 RSMo each law enforcement agency shall report data submitted under subsection 3 of this section to the department of public safety. Law enforcement agencies will be considered non-compliant if they have not submitted Use of Force reports for three or more months in the previous twelve months.

    d. Section 43.544 RSMo - Written Policy on Forwarding Intoxication-Related Traffic Offenses: Pursuant to Section 43.544.1 RSMo, each law enforcement agency shall adopt a policy requiring arrest information for all intoxication-related traffic offenses be forwarded to the central repository as required by Section 43.503 RSMo.

    e. Section 590.030 RSMo - Rap Back Program Participation: Pursuant to Section 590.030 RSMo, all law enforcement agencies shall enroll in the state

and federal Rap Back programs on or before January 1, 2022, and continue to remain enrolled. The law enforcement agency shall take all necessary steps to maintain officer enrollment for all officers commissioned with that agency in the Rap Back programs. An officer shall submit to being fingerprinted at any law enforcement agency upon commissioning and for as long as the officer is commissioned with that agency.

f. Section 590.700 RSMo - Custodial Interrogations: Pursuant to Section 590.700.4 RSMo, each law enforcement agency shall adopt a written policy to record custodial interrogations of persons suspected of committing or attempting to commit felony crimes as outlined in subsection 2.

g. Death in Custody Reporting Act (DCRA): The Death in Custody Reporting Act of 2013 (DCRA; Pub. L. No. 113-242) requires states to report to the Attorney General information regarding the death of any person who is detained, under arrest, or in the process of being arrested, en route to be incarcerated, or incarcerated at a municipal or county jail, state prison, state-run boot camp prison, boot camp prison that is contracted by the state, any state or local contract facility, or other local or state correctional facility (including any juvenile facility). State Administrative Agencies (SAAs) are responsible for collecting data on a quarterly basis from local entities including local jails, law enforcement agencies, medical examiners, and other state agencies. If an agency experiences a death in custody, timely submission of the information on the Death in Custody Reporting Act data collection template is requested to be sent to dpscjle@dps.mo.gov or via fax to (573) 526-9012. Examples of reportable and non-reportable death in custody scenarios can be found at https://dps.mo.gov/dir/programs/dpsgrants/dcra.php.

Death Occurred	DCRA due to MO DPS
January - March	April 15
April - June	July 15
July- September	October 15
October - December	January 15

26. **License Plate Reader (LPRs):** Agencies purchasing license plate reader (LPR) equipment and technology with grant funds administered by the Missouri Department of Public Safety, must adhere to the following requirements:
    a. LPR vendors chosen by an agency must have an MOU on file with the MSHP Central Vendor File as developed and prescribed by the Missouri Department of Public Safety pursuant to 11 CSR 30-17.

    b. Prior to purchasing LPR services, the agency should verify the vendor's MOU status with the MSHP CJIS Division by emailing mshphelpdesk@mshp.dps.mo.gov.

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c. Share LPR data through the MoDEx process with statewide sharing platforms (i.e., MULES).

d. Enable LPR data sharing with other Missouri Law Enforcement agencies and enforcement support entities within the selected vendor's software. Examples include, but are not limited to fusion centers, drug task forces, special investigations units, etc.

e. Connect to the Missouri State Highway Patrol's Automated License Plate Reader (ALPR) File Transfer Protocol Access Program. This program provides the information necessary to provide a NCIC and/or MULES hit when used in conjunction with a License Plate Reader (LPR) device. An MOU must be on file with the Access Integrity Unit (AIU) for the vendor and the law enforcement agency and a registration process must be completed.

f. Agency shall have a license plate reader policy and operation guideline prior to the implementation of LPRs. Reimbursements will not be made on the project until the policy has been provided to the Missouri Department of Public Safety.

g. If LPR will be installed on Missouri Department of Transportation right-of-way(s) agency must request installation through the Missouri Department of Public Safety. Once approved, agency must adhere to the Missouri Department of Transportation's guidelines regarding installation of LPR's on Missouri Department of Transportation right-of-way(s).

27. **Lobbying:** The subrecipient understands and agrees that state funds cannot be used, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.

28. **Mitigation Plan:** The subrecipient agrees to fully comply with the Missouri Department of Public Safety's Mitigation Plan for Clandestine Methamphetamine Laboratory Enforcement Operations, where such grant-funded project is for a drug task force. No monies from this subaward may be obligated to support methamphetamine lab operations unless the subrecipient agrees to this special condition and fully participates in implementation of the Mitigation Plan.

29. **Monitoring:** The subrecipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the subrecipient assures that all documentation or records relating to this subaward shall be made available to monitoring representatives of the DPS/OHS, the Office of Missouri State Auditor, or any of their authorized representatives immediately upon request. The subrecipient assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the DPS/OHS shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this subaward.

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30. **Non-Disclosure Agreements:** The subrecipient assures that it will not prohibit or otherwise restrict, or purport to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to the DPS/OHS or other agency authorized to receive such information.

    In accepting this subaward, the subrecipient:

    a. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

    b. Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to exercise agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the DPS/OHS, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the DPS/OHS.

31. **Non-Supplanting:** The subrecipient assures that federal and/or state funds made available under this subaward will not be used to supplant other federal, state, or local funds but will be used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project.

32. **Procurement:** The subrecipient assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition. In addition, the subrecipient assures that all procurement transactions will meet the minimum standards set forth in the "DPS Financial and Administrative Guidelines" and identified here:

    a. All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.

    b. Purchases to a single vendor totaling less than $10,000 may be purchased with prudence on the open market.

    c. Purchases estimated to total between $10,000 but less than $100,000 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.

    d. Purchases with an estimated total of $100,000 or over to a single vendor shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.

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e. Where only one bid or positive proposal is received, it is deemed to be sole source procurement.

f. Sole source procurement on purchases to a single vendor of $10,000 and over requires prior approval from the DPS/OHS.

33. **Reimbursement:** Expenditures shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the subaward was approved.

34. **Relationship:** The subrecipient agrees that it will represent itself to be an independent subrecipient offering such services to the general public and shall not represent itself or its employees to be employees of the DPS/OHS. (This provision is not applicable to the Missouri Department of Public Safety or any of its divisions or programs.) Therefore, the subrecipient shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc.

35. **Release of Funds:** The subrecipient acknowledges no funds will be disbursed under this subaward until such time as all required documents are signed by the subrecipient Authorized Official and return to DPS/OHS for final review and signature by the Director or his/her designee.

36. **Subaward Adjustments:** The subrecipient understands that any deviation from the approved subaward must have prior approval from the DPS/OHS. No additional funding shall be subawarded to a subrecipient (unless specifically notified by the DPS/OHS of additional funding being awarded) but changes from one budget line to another budget line may be possible if the request is allowable and within the scope of the guidelines. Prior approval must be requested via the 'Subaward Adjustment' component of WebGrants

37. **Subaward Document Changes:** In the event DPS/OHS determines that changes are necessary to the subaward document after the subaward has been made, including changes to period of performance or Articles of Agreement, the subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the subaward.

38. **Supplies/Operations:** Expenditures for equipment and supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.

39. **Suspension/Debarment:** The recipient acknowledges, pursuant to debarment and suspension regulations implemented at 1 CSR 40-1.060, and to other related requirements, that the State does not consider bids submitted by a suspended or debarred vendor. The

recipient therefore certifies that it will not consider bids submitted by a suspended or debarred vendor for procurements made as a result of this award.

40. **Suspension/Termination of Award:** DPS/OHS reserves the right to terminate any contract entered into as a result of this grant subaward at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the subrecipient under the contract shall, at the option of the DPS/OHS, become property of the State of Missouri. The subrecipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

41. **Time Records Requirement:** The subrecipient assures that, all project personnel funded through this subaward will maintain timesheets that detail 100% of their time along with the activities/services provided. The timesheets must be signed by both the employee and the appropriate approving official. These timesheets must be provided to the DPS/OHS at the time of claim submission.

42. **Unlawful Employment Practices:** The subrecipient assures compliance with Section 213.055 RSMo in regards to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.

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