



CITY COUNCIL Regular Meeting

November 4, 2024

6:00 PM, Council Chambers - 111 E. Maple Ave.

To view a Council meeting agenda, visit <https://independencemo.portal.civicclerk.com/> and select 'Most Recent Council Agenda'.

INVOCATION

1. Laurie Dean Wiley, Chair of God at Center Committee at Truman Heritage Habitat for Humanity, will give the invocation.

THE PLEDGE OF ALLEGIANCE

ROLL CALL

CITIZEN REQUESTS

PRESENTATION RESOLUTIONS

1. 24-778 A Resolution recognizing Stephanie Gervy, Administrative Assistant III in the Municipal Services Department, as the ISTAR Award Recipient for November 2024.

PROCLAMATIONS

CONSENT AGENDA

Reports and Recommendations of the City Manager

1. Approval of minutes for the Regular Meetings on October 7th and October 21st 2024.
2. Council action is requested to issue a purchase order to S4 Water Sales & Service, LLC in the amount of \$129,715.50, for Filter No. 2 Media Replacement at the Courtney Bend Water Treatment Plant for the Water Division of the Municipal Services Department.

3. Council action is requested to issue a purchase order to Mongan Painting, LLC in the amount of \$447,875.00, for Protective Coatings Systems Replacement at the Courtney Bend Water Treatment Plant for the Municipal Services Department.
4. Council action is requested to issue a purchase order for \$191,934.95 to Graybar for Lamps, Luminaires, and Photo Controls for the Power & Light Department for Fiscal Year 2024-2025.
5. Council action is requested to approve and direct the City Manager to execute a certain license agreement by and between the City of Independence, Missouri and RG Landev, LLC.
6. Council action to award a contract to Burns & McDonnell in the amount of \$164,187 to cover the Bly Road Substation S site study for the Power & Light Department (IPL).
7. Council action is requested to issue a purchase order to Brotcke Well and Pump, Inc. in the amount of \$640,281.00, for Well Rehabilitation at the Courtney Bend Water Treatment Plant for the Water Division of the Municipal Services Department.
8. Council action is requested to approve a contract between the City of Independence and the Independence School District to enter into a video broadcast agreement to broadcast recorded School Board Meetings provided by the Independence School District on the City's local government access Comcast channel, City7, effective through Dec. 31, 2025.
9. Council action is requested to issue a purchase order to Mongan Painting, LLC in the amount of \$258,500.00, for Protective Coating Systems Replacement for Filter No. 2 at the Courtney Bend Water Treatment Plant for the Municipal Services Department.

RESOLUTIONS

1. 24-779 A Resolution reappointing Tara Kruse to the Public Safety Tax Oversight Committee.
2. 24-780 A Resolution reappointing Chad Whisenhunt to the Japanese Sister City Commission
3. 24-781 A Resolution reappointing Colin McClain to the Independence Square Advisory Board.
4. 24-782 A Resolution reappointing Maureen Kennedy to the Sustainability Commission
5. 24-783 A Resolution reappointing Jerry Adkins to the Street Improvement Oversight Committee
6. 24-784 A Resolution reappointing Paula Martin to the Parks Commission.

7. 24-785 A Resolution reappointing Dr. Terry Morris, MD to the Advisory Board of Health.
8. 24-786 A Resolution reappointing Allie Zaroor to the Storm Water Control Oversight Committee
9. 24-787 A Resolution reappointing Robert Phillips to the Housing Authority Commission
10. 24-788 A Resolution appointing Councilmember Heather Wiley as Councilmember Liaison to the Independence Arts Council.
11. 24-789 A Resolution supporting IRIS Microtransit Drivers in the City of Independence, Missouri.
12. 24-790 A Resolution adopting the 2024-2027 Independence City Council Strategic Agenda.

REGULAR AGENDA

ORDINANCES

1. 24-043 **2R** An ordinance amending Article 3 of Chapter 5 of the City Code by enacting new sections to revise and clarify the requirements for extended stay hotels. **2R**
2. 24-088 **2R** An Ordinance adding a new Article 5, Legal Description, to the Independence City Code, Chapter 10. **2R**
3. 24-104 **2R** An ordinance creating Section 12.05.017 of the Independence City Code for the prohibition of trespassing on a school bus. **2R**
4. 24-105 **2R** An ordinance adopting amendments to the Fiscal Year 2024-2025 budget, which was approved by Ordinance No. 19561. **2R**
5. 24-106 **2R** An ordinance adopting amendments to the Fiscal Year 2023-2024 budget, which was approved by Ordinance No. 19453. **2R**

INFORMATION ONLY

1. **Please Note:** *In accordance with RSMo. 610.021, the City Council may convene in an Executive Session during or after the meeting, in the Council Chambers and move to Conference Room D for the closed meeting, on matters of litigation, legal action, and/or attorney client communications, as permitted by Sec. 610.021(1), on matters of personnel, as permitted by Sec. 610.021(3) and personnel records, as permitted by 610.021(13), on matters of contracts, as permitted by 610.021(12), on matters of real estate, as permitted by 610.021(2) and/or matters of labor negotiations, as permitted*

by 610.021(9).

COUNCILMEMBER COMMENTS

ADJOURNMENT



A GREAT AMERICAN STORY

City Council Regular Meeting Minutes

October 7, 2024 6:00 PM

Council Chambers - 111 E. Maple Ave.

INVOCATION

1. Ken Truax, Elder at the East Independence Church of Christ, will give the Invocation

Elder Ken Truax gave the invocation.

THE PLEDGE OF ALLEGIANCE

ROLL CALL

Mayor Rory Rowland, Presiding Officer of the City Council, called the meeting to order. Upon roll call, the following members were present: Rory Rowland, Jared Fears, Brice Stewart, Bridget McCandless, Jennie Vaught, John Perkins, Heather Wiley, and Mayor Rory Rowland.
Absent - None.

CITIZEN REQUESTS

Councilmember Wiley moved to allow non-citizens to speak. Motion seconded by Councilmember McCandless. Motion Passed.

AYES (0): Councilmember Fears, Councilmember Perkins, Councilmember Stewart, Councilmember McCandless, Councilmember Wiley, Councilmember Vaught, Mayor Rowland

NAYS (0): None

ABSENT (0):

Eric Green spoke on IPL Mutual Aid to victims of Hurricane Helene.

Leigh Phillips spoke about the Englewood Arts Overlay Project

Bobbie Bryant spoke about the difference between a factual argument and an emotional argument.

Teresa Dorsch spoke about the Englewood Arts Overlay Project.

Kelly Duckworth spoke about the rezoning of 2710 S Westport Road.

Martian Breitenbach spoke about the Englewood Arts Overlay Project.

Yvette Riddle spoke about the Englewood Arts Overlay Project.

Brandon Schnur spoke about the Englewood Arts Overlay Project.

PRESENTATION RESOLUTIONS

Councilmember Fears moved to present the ISTAR Award and Proclamations out of order of the agenda and ahead of Citizen Requests. Motion seconded by Councilmember Stewart. Motion Passed.

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (0):

1. 24-769 A Resolution recognizing Miranda Rice, Assistant to the Director of Community Development, as the ISTAR Award Recipient for October 2024.

PROCLAMATIONS

1. Hope House Proclamation

Presented to Bri Otto, Anne Aubuchon, Ilene Sheehan, Tina Johnson and Marisol Romero.

2. A Proclamation for National Fire Prevention Week, October 6-12, 2024

Presented to Independence Fire Chief Jimmy Walker.

CONSENT AGENDA

Reports and Recommendations of the City Manager

1. Approval of minutes for the Regular Meetings on September 3rd and September

16th, 2024 **Approved**

2. Council action is requested to issue a purchase order to Durkin Equipment Company in the amount of \$181,256.00, for Chlorine Gas Feeder System and Chlorine Evaporator Replacement at the Courtney Bend Water Treatment Plant for the Municipal Services Department. **Approved**
3. Council action is requested to expend \$370,000.00 in expenditures for Emergency Vehicle Equipment and Changeovers with 911 Custom for the Police Department for fiscal year 2024-2025. **Approved**
4. Council action is requested to expend \$200,000 to Baysinger Police Supply, Inc. for uniforms and accessories for the Police Department for FY 25. **Approved**
5. Council action is recommended to approve a change order to Precision Industries, Inc., in the amount of \$30,984.11 for additional expenses for remounting existing rescue-chassis for the Fire Department. The total amount of the purchase order increases to \$247,717.57. **Approved**
6. Council action is requested to authorize the City Manager to enter into a design contract with, and issue a purchase order to, Crawford, Murphy & Tilly (CMT), in the amount of \$151,295, authorizing future minor change orders not to exceed \$15,129.50, for engineering design services as part of the 23rd Street Complete Streets Phase I project (No. 112111). **Approved**
7. Council action is requested to authorize the City Manager to approve purchase order change order #2 to the design contract (PO#24000627) with Kimley-Horn Associates for a new total not to exceed \$1,364,076, authorizing future minor change orders not to exceed \$136,407.60 as part of the Winner Road Complete Streets Project (No. 112403). **Approved**

Councilmember Perkins said the meeting on the 21st for the UDO on the overlay will be a public hearing so everyone can use their time by speaking at the public hearing instead of the citizen requests.

As for this item, this is a design contract to develop NW Independence. This is the design portion of the amount we were awarded to enhance the area at Truman and Winner Roads. This covers storm drains, sidewalks and other necessities to make this a safe area for traffic and pedestrians. The most important part of this plan is the Truman Gateway area that was put together in 2014 which will come after everything else is completed.

Councilmember Perkins moved to Approve the item as presented. Motion seconded by Councilmember Fears. Motion Passed.

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember

McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (0):

8. Council action is requested to approve the 2024 DOJ Improving Criminal Justice Responses Grant Award **Approved**

RESOLUTIONS

1. 24-770 A Resolution appointing Krystal Lugenbeel to the Personnel Board. **Res. No. 7047**
2. 24-771 A Resolution reappointing Bradley Mudd to the Public Safety Tax Oversight Committee **Res. No. 7048**
3. 24-772 A Resolution reappointing Dustin Henrich and appointing Sabastian Gonzalez to the Japanese Sister City Committee **Res. No. 7049**
4. 24-773 A Resolution reappointing Austin Conley to the Independence Square Advisory Board **Res. No. 7050**
5. 24-774 A Resolution reappointing Jana Evans to the Park Commission **Res. No. 7051**
6. 24-775 A resolution approving the Preliminary Plat for Jackson Place in Independence, Missouri. **Res. No. 7052**
7. 24-776 A Resolution appointing Stacie Short, Cindy McClain, Byron Constance, Tom Hall and Katie Gall to the Independence Arts Council. **Res. No. 7053**

REGULAR AGENDA

PUBLIC HEARING(S)

1. A public hearing for the application to rezone the property at 2710 S. Westport Road from R-6, Single Family Residential, to R-6/PUD, Single Family Residential/Planned Unit Development. ***New Information Only. Continued to 10/21/24.***

Councilmember Vaught made a motion to postpone this hearing and the second reading for two weeks as this is a complex item and there needs to be more discussion.

Motion seconded by Councilmember McCandless. Motion Passed. Item is moved to the 10/21/24 agenda.

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart,

Councilmember McCandless, Councilmember Vaught, Councilmember Perkins,
Councilmember Wiley

NAYS (0): None

ABSENT (0):

24-094 2R An ordinance approving a rezoning from District R-6 (Single-Family Residential) to District R-6/PUD (Single-Family Residential/Planned Unit Development) and approving a preliminary development plan for the property at 2710 S. Westport Road, in Independence, Missouri. 2R **Continued to 10/21/24.**

ORDINANCES

1. 24-091 2R An ordinance approving a plan for an industrial development project for the Arabella Apartment Project; authorizing the City of Independence, Missouri to issue its Taxable Industrial Development Revenue bonds in a principal amount not to exceed \$39,200,000; and authorizing certain documents and actions in connection therewith. 2R **Ord. No. 19608**

The developer has started work on this multifamily housing unit. Economics have shifted during the course of the project so the developer is seeking a Chapter 100 Tax Abatement, which is a sales tax abatement, so any of the construction materials purchased would have the sales tax abated. The total fiscal impact of this is a \$972,000 abatement which includes all sales tax. The general sales tax rate in Independence is 7.75%, but the City itself only has a 2.5% sales tax. That number reflects all sales tax so the City would see a much less fiscal impact than the \$972,000. This is only for the construction materials, nothing else.

Ordinance passes 7-0

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart,
Councilmember McCandless, Councilmember Vaught, Councilmember Perkins,
Councilmember Wiley

NAYS (0): None

ABSENT (0):

2. 24-092 2R An ordinance approving petitions to add property to the Noland Road Community Improvement District. 2R **Ord. No. 19609**

This is to add a small footprint within the CID located on the SW corner of I-70 and Noland Road. This needs to be added so the CID can complete the Welcome sign in that area.

Ordinance passes 7-0

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart,
Councilmember McCandless, Councilmember Vaught, Councilmember Perkins,
Councilmember Wiley

NAYS (0): None

ABSENT (0):

3. 24-093 **2R** An ordinance vacating an existing general utility easement, electric easement, and sanitary sewer easement, all part of 18785 E 39th Street South lying in, on, and across tracts 4&5, of Independence Center a subdivision in Independence, Jackson County, Missouri. **2R Ord. No. 19610**

This vacation is so that Chick-fil-A to expand. The City does not need this and allows them to pursue their expansion. We will deed it to them.

Ordinance passes 7-0

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (0):

4. 24-095 **2R** An ordinance adopting amendments to the Fiscal Year 2023-2024 budget, which was approved by Ordinance No. 19453. **2R Ord. No.19611**

This is related to the animal shelter. The building is owned by the County and the City owns the land. The County has not kept up the repairs needed for this facility so the City has had to cover those repairs. We have asked the County for reimbursement but have not gotten a response. Councilmember McCandless asked the City Manager to look into other solutions for the animal shelter.

Ordinance passes 7-0

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (0):

FIRST READING(S)

1. 24-096 **1R** An ordinance approving the Intergovernmental Cooperative Agreement between the City of Independence, Missouri and the Fairmount Community Improvement District. **1R Read**
2. 24-097 **1R** An ordinance amending the Unified Development Ordinance, Chapter 14, of the City Code adding Section 14-912 Englewood Arts Overlay District. **1R Read**

Councilmember Stewart made a motion to strike 'other low intensity neighborhood supporting businesses' under the Purpose Statement. Everything before and after that statement should remain the same.

Motion to amend passes 7-0

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (0):

3. 24-098 **1R** An ordinance approving the overlay rezoning to EAOD (Englewood Arts Overlay District) for the properties generally located west of Chrysler, north of 23rd Street, east of Brookside Avenue and south of Truman Road. **1R Read**
4. 24-099 **1R** An ordinance approving a rezoning from District R-6 (Single-Family Residential) to District I-1 (Industrial) for the property at 21101 E. M-78 Highway. **1R Read**
5. 24-100 **1R** An ordinance approving a rezoning from District C-2 (General Commercial) and District R-6 (Single-Family Residential) to C-2 (General Commercial) and R-12 (Two-Family Residential) for the property located at the southwest corner of Jackson Drive and R. D. Mize Road. **1R Read**
6. 24-101 **1R** An ordinance approving a rezoning from District R-30/PUD (High Density Residential Planned Unit Development) to R-6 (Single Family Residential) for the property at 9300 E 9th St. **1R Read**
7. 24-102 **1R** An ordinance approving a rezoning from District I-1 (Industrial) to R-6 (Single Family Residential) for the properties at 1235 & 1239 W. South Ave. **1R Read**
8. 24-103 **1R** An ordinance approving a rezoning from District I-1 (Industrial) to C-2 (General Commercial) for the properties at 11300 E. Aaron Ln and 11301 & 11303 E. Truman Rd. **1R Read**

INFORMATION ONLY

1. Municipal Court Report for August 1, 2024 - through September 3, 2024
2. ***Please Note:** In accordance with RSMo. 610.021, the City Council may convene in an Executive Session during or after the meeting, in the Council Chambers and move to Conference Room D for the closed meeting, on matters of litigation, legal action, and/or attorney client communications, as permitted by Sec. 610.021(1), on matters of personnel, as permitted by Sec. 610.021(3) and personnel records, as permitted by 610.021(13), on matters of contracts, as permitted by 610.021(12), on matters of real estate, as permitted by 610.021(2) and/or matters of labor negotiations, as permitted*

by 610.021(9).

COUNCILMEMBER COMMENTS

Councilmember Stewart clarified that nothing has been done on the terrace project. The Council has said they are supportive of state funding of the project. Nothing else has been approved at this time.

Councilmember Vaught highlighted an initiative between Kansas City and the City of Independence to address the homeless camp behind the Sandbar on 40 Highway. As of September 29th, all individuals have been cleared from the area. This represents the new initiative with Kansas City to work on the homeless issue we share with them.

Councilmember Wiley stated she spoke to the Carrington Woods homeowner's association. She also stated that our animal control officers patrol and work in unincorporated Jackson County. It's a worry for her because if they need assistance, they have to rely on the JCSD. She urges anyone from the county to respond to the letter that the City sent to them, so this issue can be resolved.

Councilmember McCandless attended the Women of Distinction celebration where Lisa Reynolds and a number of other women were recognized for their contributions to the City including Laurie Dean Wiley. She recognized three new officers sworn into IPD this week.

Councilmember Perkins also attended the Women of Distinction celebration and congratulated Lisa on her award.

Mayor Rowland also congratulated Lisa and Shirley Baker for being selected as Woman of the Year at the celebration. He asked the City Manager to look some possible speed bumps for 44th street.

City Manager Zach Walker addressed a citizen request speaker regarding mutual aid and IPL being sent out to assist with the damage left by Hurricane Helene.

ADJOURNMENT



Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

Susanne Holland
City Clerk





A GREAT AMERICAN STORY

City Council Regular Meeting Minutes

October 21, 2024 6:00 PM

Council Chambers - 111 E. Maple Ave.

INVOCATION

1. Sergio Quintero will give the invocation in Spanish.

Dan O'Neill with St. Luke's United Church of Christ gave the invocation.

THE PLEDGE OF ALLEGIANCE

ROLL CALL

Upon roll call, the following members were present: Jared Fears, Brice Stewart, Bridget McCandless, Jennie Vaught, John Perkins as Mayor Pro Tem, Heather Wiley, and Mayor Rory Rowland appeared via Teams.

CITIZEN REQUESTS

Councilmember Fears moved to allow non-residents to speak. Seconded by Councilmember Stewart.

AYES (6): Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (0):

Motion to allow non-residents to speak passes 6-0. Mayor Rowland's sound was not working, so he did not vote.

Renee Roby spoke about the KCATA Transit issue.

PROCLAMATIONS

There were no proclamations.

CONSENT AGENDA

A motion was made by Councilmember Fears to pass the Consent Agenda. Seconded by Councilmember McCandless.

AYES (6): Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (0):

Mayor Rowland did not vote as his sound was not working.

Consent Agenda passes 6-0

Items pulled #3 and Resolution 24-767.

Reports and Recommendations of the City Manager

1. Council action is requested to enter into a contract with Truman Heritage Habitat for Humanity for the administration of a minor home repair program for low to moderate income homeowners utilizing 2024-25 CDBG Program funds in an amount not to exceed \$370,033.53. **Approved**
2. Council action is requested for expenditures for fiscal years 24/25 and 25/26 to Ceridian for the continuation of licensing and vendor support for the Ceridian/Dayforce Human Capital Management System. **Approved**
3. Council action is requested authorizing a contract with the Kansas City Area Transportation Authority for the purpose of providing transit services for the period of January 1, 2025 through June 30, 2025 in the amount of \$1,165,519.00, and authorizing future minor change orders not to exceed \$116,551.00. **Approved**

This item was pulled by Councilmember Stewart.

Councilmember Stewart moved to Approve the item as presented. Motion seconded by Councilmember McCandless. (vote at 26:50 on recording)

AYES (7): Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (0):

Mayor Rowland's sound not working

This is the proposed contract services for transit from the period beginning January 1, 2025 through June 30, 2025.

Under this proposal, the services that remain are the 24 route that runs between the transit center

through Englewood along 24 Highway and into downtown Kansas City, Missouri with the same routes and stops. The paratransit services would also remain. The fee for this would be reinstituted at \$3 per rider, which is what it was prior to COVID. The major change associated with this plan is the elimination of the fixed route service which includes four different routes that begin at the transit center and circulate throughout the city. The IRIS rideshare program will be implemented in its place.

The cost to keep the transit system the way it has increased from \$1.2M to \$3.3M.

Councilmember Stewart requested a review of the new system 30 days from the start. Councilmember McCandless asked for a resolution to be put forth on the November 4th meeting asking WHC to come to an amicable agreement with their drivers. If that cannot be done, then the City would reserve the right under the terms of the contract to seek other alternatives. She would also like to see how often people who ask for rides in advance are being picked up on time.

Councilmember McCandless made a motion to suspend the rules and propose the resolution on the November 4th meeting.

AYES (7): Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (0):

Mayor Rowland's sound did not work.

Motion passed to propose a resolution on the November 4th agenda.

RESOLUTIONS

1. 24-767 A Resolution for Directing the City Manager to Modify Provisions in the City's Design and Construction Manual Regarding Traffic Calming (*Requested by Councilmember Stewart*) **Res. No. 7054**

Councilmember Stewart moved to amend this resolution. Seconded by Councilmember McCandless.

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (0):

Amendment passes 7-0

Vote on the entire resolution

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (0):

Resolution passes 7-0

2. 24-777 A Resolution amending the Comprehensive Plan designating property located at 21101 E. M-78 Highway from Civic/Public to Industrial on the City's Comprehensive Plan. **Res. No. 7055**

REGULAR AGENDA

PUBLIC HEARING(S)

1. A public hearing for the application to rezone the property at 21101 E. M-78 Hwy from R-6, Single Family Residential, to I-1, Industrial. ***New Information Only.***

Rick Arroyo, Assistant Community Development Director spoke on this item. This Rezoning was considered by the Planning Commission on September 10th of this year. The Planning Commissions voted in favor of this Rezoning. This is to rezone an R-6 single family property to I-1 industrial to allow a manufacturing company of frequency reference radio communications products. The property was once owned and used by the Little Blue Valley Sewer District. As a utility company, it was allowed to operate in the R-6 zoning district however now must be rezoned for the use proposed.

No new information to provide.

24-099 2R An ordinance approving a rezoning from District R-6 (Single-Family Residential) to District I-1 (Industrial) for the property at 21101 E. M-78 Highway. **2R Passed 7-0 Ord. No. 19612**

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (0):

Passes 7-0

2. A public hearing for the application to rezone the property located at the southwest corner of Jackson Drive and R. D. Mize Road from C-2, General Commercial, and R-6, Single Family Residential, to C-2, General Commercial, and R-12, Two-Family Residential. ***New Information Only.***

Rick Arroyo, Assistant Community Development Director spoke on this item. This Rezoning was considered by the Planning Commission on September 10th of this year. The Planning Commissions voted in favor of this Rezoning. This is to rezone approximately 18 acres along Jackson Drive and south of East RD Mize Road from R-6 and C-2 to R-12 and C-2 for purpose of a Duplex home development and leaving a lot for commercial development. No new information to provide.

24-100 2R An ordinance approving a rezoning from District C-2 (General Commercial) and District R-6 (Single-Family Residential) to C-2 (General Commercial) and R-12 (Two-Family Residential) for the property located at the southwest corner of Jackson Drive and R. D. Mize Road. 2R **Passed 7-0 Ord. No. 19613**

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (0):

Passes 7-0

3. A public hearing for the application to rezone the property at 9300 E. 9th Street from R-30/PUD, High Density Residential/Planned Unit Development, to R-6, Single Family Residential. ***New Information Only.***

Rick Arroyo, Assistant Community Development Director spoke on this item. This Rezoning was considered by the Planning Commission also on September 10th of this year.

The Planning Commissions voted in favor of this Rezoning.

This is to rezone a property at 9300 E 9th Street from an R30/PUD to R-6 Single Family. The current structure is a single-family residence, and the applicant would like to correct the zoning so they can sell it without issue.

No new information to provide.

24-101 2R An ordinance approving a rezoning from District R-30/PUD (High Density Residential Planned Unit Development) to R-6 (Single Family Residential) for the property at 9300 E 9th St. 2R **Passed 7-0 Ord. No. 19614**

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (0):

Passes 7-0

4. A public hearing for the application to rezone the properties at 1235 & 1239 W. South Avenue from I-1, Industrial, to R-6, Single Family Residential. ***New Information Only.***

Rick Arroyo, Assistant Community Development Director spoke on this item. This Rezoning was considered by the Planning Commission also on September 10th of this year.

The Planning Commissions voted in favor of this Rezoning.

This is to rezone the properties at 1235 and 1239 W South Ave from I-1 industrial to R-6

single family residential. The applicant wishes to transfer this property in the future as a single-family lot. A residential house currently exists at 1239 W South Ave. (City detention pond to the east)

No new information to provide.

24-102 2R An ordinance approving a rezoning from District I-1 (Industrial) to R-6 (Single Family Residential) for the properties at 1235 & 1239 W. South Ave. 2R
Passed 7-0 Ord. No. 19615

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (0):

Passes 7-0

5. A public hearing for the application to rezone the properties at 11300 E. Aaron Lane, 11301 & 11303 E. Truman Road from I-1, Industrial, to C-2, General Commercial. ***New Information Only.***

Rick Arroyo, Assistant Community Development Director spoke on this item.

This Rezoning was considered by the Planning Commission also on September 10th of this year.

The Planning Commissions voted in favor of this Rezoning.

This is to rezone two properties with three (3) addresses, 11303 and 11301 E Truman Road and 11300 E Aaron Lane from I-1 industrial to C-2 General Commercial. The applicant seeks to lease this property out to prospective tenants and be able to redevelop these lots in the future.

No new information to provide.

24-103 2R An ordinance approving a rezoning from District I-1 (Industrial) to C-2 (General Commercial) for the properties at 11300 E. Aaron Ln and 11301 & 11303 E. Truman Rd. 2R **Passed 7-0 Ord. No. 19616**

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (0):

Passes 7-0

6. A public hearing for the application to rezone the property at 2710 S. Westport Road from R-6, Single Family Residential, to R-6/PUD, Single Family Residential/Planned Unit Development. ***New Information Only.***

Rick Arroyo, Assistant Community Development Director spoke on this item.

This Rezoning was considered by the Planning Commission on August 13th of this year.

The Planning Commissions voted 4-3 against this Rezoning.

This is to rezone a R-6 single family property at 2710 S Westport Road to an R-6/PUD to allow a second dwelling unit on the property. Currently the property has 2 detached garages, a primary living structure and a secondary living structure. The R-6/PUD will allow the use of the second living structure.

No new information to provide.

24-094 2R An ordinance approving a rezoning from District R-6 (Single-Family Residential) to District R-6/PUD (Single-Family Residential/Planned Unit Development) and approving a preliminary development plan for the property at 2710 S. Westport Road, in Independence, Missouri. **2R Passed 7-0 Ord. No. 19617**

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (0):

Passes 7-0

7. A public hearing for the amendment to the Unified Development Ordinance, Chapter 14, of the Independence City Code relating to the creation of the Englewood Arts Overlay District. **Full Public Hearing.**

Councilmember Fears made a motion to amend both 24-097 and 24-098 to change the name in all of these occurrences from the Englewood Arts Overlay District (EAOD) to the West Central Independence Overlay District (WCIOD). This was seconded by Councilmember McCandless.

AYES (6): Mayor Rowland, Councilmember Fears, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (1): Councilmember Stewart

ABSENT (0):

Amendment passes 6-1

Councilmember Fears made a motion for a second amendment to 24-097 to add Section 14-912-04-0 Notice to Neighboring Property Owners. This was seconded by Councilmember McCandless.

AYES (6): Mayor Rowland, Councilmember Fears, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (1): Councilmember Stewart

ABSENT (0):

Passes 7-0

Tom Scannell, Community Development Director gave a presentation on what an Overlay District is.

The public hearing was then opened for comments.

Those who spoke in opposition were

Daniel Stewart
Paula Thomas
Lisa Bales
Karla Jones
Sharon Fisher
Kristi Nichols
Christina Zang
Marjain Breitenbach
LaMonte (can't read his last name)
Leigh Phillips
Unknown Female
Conrad Fischer
Bill Cottle
Lisa Breitenbach
Nicole Stewart
Tim Vogel
Mike Young

Those who spoke in support of were:

Tammy Parsons
Stephen Collins
Helen Hurley
Teresa Dorsch
Terry (can't read last name)
Kathy Vest
Connie Mayta
Jason White
Mark Simcosky
Carol Wade
Joanne Smith
Petyon Follis
Russell Hill
Karen Griffin
Bill McLeod
Jesse Williams
Hanna Finnan
Charlie Gannon
Glenda Bailey
Dr. Barbara Martin

Paula Wheeler
Chris Johns
Darlene Carpenter
Rachel Foley
April Gerlt
Jason Conaway
Diana DeGroot
Brenda O'Dell
Lindsay Browne
Phil Hanson
Bobi Raysik
Nancy Stegeman
Joe Stegeman
Garland Land
Jackie Allen
Mason Brandt

Councilmember Wiley gave a presentation of cluster neighborhoods that she visited in Arkansas.

Tom Scannell, Director of Community Development listed 21 questions from the citizens that spoke this evening and gave those answers.

24-097 2R An ordinance amending the Unified Development Ordinance, Chapter 14, of the City Code adding Section 14-912 Englewood Arts Overlay District. **2R Passed 5-2 Ord. No. 19618**

AYES (5): Mayor Rowland, Councilmember Fears, Councilmember McCandless, Councilmember Perkins, Councilmember Wiley

NAYS (2): Councilmember Stewart, Councilmember Vaught

ABSENT (0):

Passes 5-2

8. A public hearing on the application to create the Englewood Arts Overlay District (EAOD) bound by Truman Road on the north, Crysler Avenue, Lexington Avenue, Walnut Street and Crysler Avenue on the east, 23rd Street on the south, and Arlington Avenue, 20th Street, Crescent Avenue, 18th Street and Brookside Avenue on the West. ***New Information Only.***

Tom Scannell, Community Development Director, presented this item.

This rezoning was presented to the Planning Commission on August 27th, 2024. The vote was three in favor and 4 opposed.

24-098 2R An ordinance approving the overlay rezoning to EAOD (Englewood Arts Overlay District) for the properties generally located west of Crysler, north

of 23rd Street, east of Brookside Avenue and south of Truman Road. **2R**
Passed 5-2 Ord. No. 19619

AYES (5): Mayor Rowland, Councilmember Fears, Councilmember McCandless,
Councilmember Perkins, Councilmember Wiley

NAYS (2): Councilmember Stewart, Councilmember Vaught

ABSENT (0):

Passes 5-0

ORDINANCES

1. **24-096 2R** An ordinance approving the Intergovernmental Cooperative Agreement between the City of Independence, Missouri and the Fairmount Community Improvement District. **2R Passed 7-0 Ord. No. 19620**

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart,
Councilmember McCandless, Councilmember Vaught, Councilmember Perkins,
Councilmember Wiley

NAYS (0): None

ABSENT (0):

Passes 7-0

FIRST READING(S)

1. **24-104 1R** An ordinance creating Section 12.05.017 of the Independence City Code for the prohibition of trespassing on a school bus. **1R Read**
2. **24-105 1R** An ordinance adopting amendments to the Fiscal Year 2024-2025 budget, which was approved by Ordinance No. 19561. **1R Read**
3. **24-106 1R** An ordinance adopting amendments to the Fiscal Year 2023-2024 budget, which was approved by Ordinance No. 19453. **1R Read**

INFORMATION ONLY

1. Records requests report from the City Clerk.
2. Semi-Annual Report of the Public Safety Tax Oversight Committee
3. Semi-Annual Report of the Independence Park Commission
4. Semi-Annual Report of the Independence Tourism Commission
5. Semi-Annual Report of the Stormwater Oversight Committee
6. Semi-Annual Report of the Street Improvement Oversight Committee

7. Case 23-100-23, a request by Jim Gamble to rezone the property located at 12880 E. Kentucky Road from I-1, Industrial, to C-3, Service Commercial, was advertised for a new information only public hearing at the October 21, 2024 City Council meeting. As this case has been continued by the Planning Commission, the new information only public hearing is now expected to be heard at the December 2, 2024 City Council meeting.
8. ***Please Note:*** In accordance with RSMo. 610.021, the City Council may convene in an Executive Session during or after the meeting, in the Council Chambers and move to Conference Room D for the closed meeting, on matters of litigation, legal action, and/or attorney client communications, as permitted by Sec. 610.021(1), on matters of personnel, as permitted by Sec. 610.021(3) and personnel records, as permitted by 610.021(13), on matters of contracts, as permitted by 610.021(12), on matters of real estate, as permitted by 610.021(2) and/or matters of labor negotiations, as permitted by 610.021(9).

COUNCILMEMBER COMMENTS

No comments this evening.

ADJOURNMENT



Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:



City Clerk



City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to issue a purchase order to S4 Water Sales & Service, LLC in the amount of \$129,715.50, for Filter No. 2 Media Replacement at the Courtney Bend Water Treatment Plant for the Water Division of the Municipal Services Department.

Recommendations:

Council approval to issue a purchase order.

Background:

Filter #2 is undergoing a full filter rehabilitation, including the removal and installation of the filter media beds, which will increase efficiency in the filtration portion of the water treatment process.

The Procurement Office of the Finance and Administration Department issued Invitation to Bid ("ITB") #24049 on September 18, 2024. The ITB was publicly available through the City's e-bidding service provider, Public Purchase. There were 480 potential bidders notified of the ITB, 21 accessed and downloaded the ITB.

The City received three bids in response to ITB #24049. Upon review by Municipal Services Staff, it was determined the bid submitted by S4 Water Sales and Service, LLC., met the requirements specified, and was the lowest, best bid received. S4 Water Sales and Service, LLC. appears to possess the necessary capability and capacity to successfully perform the work required.

This project is a budgeted line item in the Municipal Services' FY24-25 operating budget.

Approval of this item shall authorize change orders up to a total of ten (10) percent of the authorized amount for each order, provided appropriations are available.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$129,715.50. Funding for Filter No. 2 Media Replacement is included in the fiscal year 2024-25 budget, page 192, account number (0404815- 5212), Maintenance Services.

Council Action:

**Department /
Contact**

Municipal Services /

REVIEWERS

Lisa Reynolds
Meagan Borth
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Bid Tab - ITB#24049 - Filter No. 2 Media Replacement
2. Courtney Bend Water Plant - 14700 Cement City Road, Sugar Creek, MO - Google Map

Invitation To Bid #24049 - Courtney Bend Water Treatment Plant Filter No. 2 Media Replacement
 Bid Closing Date - October 18th, 2024

Vendor					Carbon Activated Corporation		MegaKC Corporation		* S4 Water Sales & Service,	
Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1.	Removal and disposal of existing media	Provide for all workmanship, equipment, materials, and services required and as specified for removal and disposal of all existing gravel, sand, and anthracite media currently installed in filter no. 2.	1	Lump Sum	\$55,709.00	\$55,709.00	\$82,000.00	\$82,000.00	\$53,240.46	\$53,240.46
2.	Supply and installation of new media	Provide for all workmanship, equipment, materials, and services required and as specified for installation of new filter media in filter no. 2.	1	Lump Sum	\$85,812.00	\$85,812.00	\$164,000.00	\$164,000.00	\$76,475.04	\$76,475.04
TOTAL					\$141,521.00		\$246,000.00		\$129,715.50	

* S4 Water Sales & Service, LLC recommended for award based on being the apparent low bidder.

Google Maps Google Maps



Imagery ©2015 Google, Map data ©2015 Google 200 ft

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to issue a purchase order to Mongan Painting, LLC in the amount of \$447,875.00, for Protective Coatings Systems Replacement at the Courtney Bend Water Treatment Plant for the Municipal Services Department.

Recommendations:

Council approval to issue a purchase order.

Background:

This project is for the replacement of the aging protective coating on the interior, exterior, and catwalk structure of Contact Basin #1 and a protective overcoat of Settling Basin #3's exterior surface. These coatings will further protect the steel structure from corrosion, ensuring safe and clean drinking water.

The Procurement Office of the Finance and Administration Department issued Invitation to Bid ("ITB") #24051 on September 23, 2024. The ITB was publicly available through the City's e-bidding service provider, Public Purchase. Sixteen (16) potential bidders were notified of the ITB, twenty-four (24) accessed the ITB.

The City received two bids in response to ITB #24051. Upon review by Municipal Services Staff, it was determined the bid submitted by Mongan Painting, LLC. met the requirements specified, and was the lowest, best bid received. Mongan Painting, LLC. appear to possess the necessary capability and capacity to successfully perform the work required.

This project is a budgeted line item in the Municipal Services' FY24-25 operating budget.

Approval of this item shall authorize change orders up to a total of ten (10) percent of the authorized amount for each order, provided appropriations are available.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$447,875.00. Funding for Protective Coatings Systems Replacement is included in the fiscal year 2024-25 budget, page 192, account number (0404815- 5212), Maintenance Services.

Council Action:

REVIEWERS

Lisa Reynolds
Meagan Borth
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Bid Tab - ITB#24051
2. Courtney Bend Water Plant - 14700 Cement City Road, Sugar Creek, MO - Google Map

ITB #24051 - Protective Coating Systems Replacement at the Courtney Bend Water Treatment Plant
 Bid Closing Date - October 18th, 2024

Vendor					* Mongan Painting, LLC *		MPC Blasting	
Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price
1.	Contact basin interior protective coating system	Provide for all workmanship, equipment, and materials required and as specified for surface preparation and application of new protective coating system to wetted surfaces of contact basin no.1 utilizing coating system A.	1	Lump Sum	\$298,375.00	\$298,375.00	\$429,750.00	\$429,750.00
2.	Contact basin exterior protective coating system	Provide for all workmanship, equipment, and materials required and as specified for surface preparation and application of new protective coating system to exterior surfaces of contact basin no.1 utilizing coating system B.	1	Lump Sum	\$85,715.00	\$85,715.00	\$96,500.00	\$96,500.00
3.	Contact basin exterior catwalk structure protective coating system	Provide for all workmanship, equipment, and materials required and as specified for surface preparation and application of new protective coating system to contact basin no. 1 catwalk structure and related appurtenances utilizing coating system B.	1	Lump Sum	\$20,210.00	\$20,210.00	\$123,200.00	\$123,200.00

ITB #24051 - Protective Coating Systems Replacement at the Courtney Bend Water Treatment Plant
 Bid Closing Date - October 18th, 2024

Vendor					* Mongan Painting, LLC *		MPC Blasting	
Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price
4.	Settling basin exterior protective coating system	Provide for all workmanship, equipment, and materials required and as specified for surface preparation and application of top coating the existing protective coating system on settling basin no. 3 utilizing coating system C.	1	Lump Sum	\$43,575.00	\$43,575.00	\$109,500.00	\$109,500.00
TOTAL						\$447,875.00		\$758,950.00

* Mongan Painting, LLC recommended for award based on being the low bid.

Google Maps Google Maps



Imagery ©2015 Google, Map data ©2015 Google 200 ft

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to issue a purchase order for \$191,934.95 to Graybar for Lamps, Luminares, and Photo Controls for the Power & Light Department for Fiscal Year 2024-2025.

Recommendations:

Council approval to issue a purchase order.

Background:

The Transmission and Distribution Division of Power and Light is in need of Lamp, Luminaire, and Photo Control Inventory to maintain road safety lighting and private lighting needs. Graybar Electric is the limited distributor for currently used lighting, and they are a known vendor that meets lighting specifications. The current contracted lighting vendor can no longer provide compatible lighting fixtures. Power & Light will be using The City of Kansas City MO contract # EV2370 with Graybar Electric for this purchase.

Approval of this item will also authorize the Finance Director to issue change orders up to a total of ten (10) percent of the original authorized amount, as long as funding is available.

Emergency Justification:**Fiscal Impact:**

Fiscal impact to the City is \$191,934.95. Funding for the Lamp, Luminaire, and Photo Control stock is included in the fiscal year 2024-25 budget page 269, account number 0206122.5314.1370, Inventory Account, IPL fund 20.

Council Action:

Department / Contact	Power and Light /
---------------------------------	-------------------

REVIEWERS

Joseph Hegendeffer
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Procurement Source Justification Graybar Lamps, Lums, PCs
2. Graybar Quotation - 246892180 INDEPENDENCE
3. KCMO Cooperative Contract - EV2370_Graybar_MAD_2017_12_20.cleaned (1)



PROCUREMENT SOURCE JUSTIFICATION

For Sole Source or Emergency Purchases Above \$10,000

A sole source is defined as:

Only one vendor that possesses the unique and singularly available capability to meet the requirement of the procurement

An emergency purchase is defined as:

A purchase necessary to alleviate a situation in which there is a threat to health, welfare, or safety, and/or where time does not allow time for normal procurement procedures.

All purchases shall follow the City of Independence Procurement Policy.

I REQUEST THAT THE REFERENCED PURCHASE BE DECLARED A SOLE SOURCE OR EMERGENCY PURCHASE.

Proposed supplier name and address:

Graybar 235 Jaycee Dr. Jefferson City, MO 65109

Munis Vendor ID # 111703

Or attach Supplier's W-9 Form

Purchase Requisition #: 20251531

Estimated cost: \$ 191,934.95

If this is a sole source purchase, check all that apply:

- ☐ **Licensed or patented** – supplier has a license or patent that makes them the Limited provider.
- ☐ **One-of-a-kind** – there are no competitive alternatives available on the market.
- ☒ **Limited Distributor** – Supplier is the Limited distributor for the region or municipality
- ☒ **Compatibility** – must match existing brand or equipment for compatibility.
- ☒ **Warranty/Replacement part** – for a specific brand or factory authorized warranty services.
- ☐ **Grant** – Requirements for specific goods/services established in the grant language. Attach grant for support.
- ☒ **Unique design** – must meet physical design or quality standards.
- ☒ **Public Utility Services** – Necessary adjustment of utility facilities.
- ☐ **Other** – _____

If this is an emergency purchase, check all that apply and give a brief description of the situation:

- ☐ **Response to a threat to health, welfare or public safety**
- ☐ **Protection of preservation of public property**
- ☐ **Major project's timeline does not allow for normal procedures in order to be completed**

Description – _____

STATEMENT OF NEED AND CERTIFICATION:

My department's recommendation for this expenditure is based upon an objective review of the product/service required and appears to be in the best interest of the City of Independence. I know of no conflict of interest with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to source this purchase when there are other known suppliers to exist. By submitting this form to Munis, I hereby certify that this justification for procurement is accurate and complete to the best of my knowledge and belief.

Department Head Authorization

Name: Joe Hegendeffner

Department: Power & Light

Signature: Approval attached

Title: Director of Power & Light

City Manager Authorization (Emergency Purchases Only)

Signature:

Date:

From: [Joseph Hegendeffe](#)
To: [Briana Jarvis](#)
Subject: RE: Purchase Requisition
Date: Monday, September 16, 2024 1:24:34 PM
Attachments: [image002.png](#)
[image003.png](#)

I approve. Thanks



Joe Hegendeffe

Director

O - 816.325.7494

C - 816.267.3587

jhegendeffe@indepmo.org

P.O. Box 1019

17221 E. 23rd St. South

Independence MO 64051-0519

From: Briana Jarvis <BJarvis@indepmo.org>
Sent: Monday, September 16, 2024 1:21 PM
To: Joseph Hegendeffe <jhegendeffe@indepmo.org>
Subject: FW: Purchase Requisition

Joe,

Attached is a Purchase Requisition and Procurement Source Justification for your review and approval to Graybar for the purchase of Lamps, Luminaires and Photo Control stock in the amount of \$191,934.95. The specific lighting needed is not available from our contracted lighting vendor and is only available through Graybar. We are able to use a coop contract for Graybar with the City of KC MO that is also attached.

Thank you,



Briana Jarvis

Warehouse Clerk

O – 816-325-7543

bjarvis@indepmo.org

21500 E Truman Rd
Independence, MO 64056

Approved

Mary Kay Villegas, MBA
Support Services Manager

From: Briana Jarvis <BJarvis@indepmo.org>
Sent: Monday, September 16, 2024 1:03:07 PM
To: Mary Villegas <Malitz@indepmo.org>
Cc: Phillip A. Camerlynck <pacamerlynck@indepmo.org>
Subject: Purchase Requisition

Mary Kay,

Attached is a Purchase Requisition for your review and approval to Graybar for the purchase of Lamps, Luminaires and Photo Control stock in the amount of \$191,934.95. The specific lighting needed is not available from our contracted lighting vendor. We are able to use a coop contract for Graybar with the City of KC MO that is also attached. I will be sending this to Joe as well for his approval.

Thank you,



Briana Jarvis

Warehouse Clerk

O – 816-325-7543

bjarvis@indepmo.org

21500 E Truman Rd
Independence, MO 64056



235 JAYCEE DR
JEFFERSON CITY MO 65109-1100
Phone: 573-681-6407
Fax: 573636

To: INDEPENDENCE, CITY OF (USC)
ACCOUNTING DIVISION
111 E Maple Ave
INDEPENDENCE MO 64050-3066
Attn: Phillip Camerlynck
Phone: 816-325-7544
Fax: 816-325-7470
Email: kevin.schnieders@graybar.com

Date: 08/29/2024
Proj Name: INDEPENDENCE
GB Quote #: 0246892180
Release Nbr:
Purchase Order Nbr: QUOTE
Additional Ref#
Valid From: 08/27/2024
Valid To: 09/26/2024
Contact: Kevin Schnieders
Email: Kevin.Schnieders@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100		100 EA	HOWARD INDUSTRIES	UFB3MD64YBP1 0N		\$362.29	1	\$36,229.00
Cust Mat #:60-300-07 Ship From: Drop Ship-Factory ***Item Note:*** OCTOBER								
200		150 EA	HOWARD INDUSTRIES	UFB3MD64YBP1 5N		\$368.18	1	\$55,227.00
Cust Mat #:60-300-15 Ship From: Drop Ship-Factory ***Item Note:*** OCTOBER								
300		200 EA	HOWARD INDUSTRIES	LRS1DMV34KGY 1P7N		\$151.35	1	\$30,270.00
Cust Mat #:60-900-55 Ship From: Drop Ship-Factory ***Item Note:*** AUGUST								
400		77 EA	EVLUMA	AX-70-50-5-D-P- STD-6	70W5000KTYPE5D OMELENSINTERG RATEDPHOTO	\$215.47	1	\$16,591.19
GB Part #: 26238270 Cust Mat #: 60-406-70 UPC #: Ship From: Stock KANSAS CITY, MO ***Item Note:*** STOCK IN KC								

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf

To:INDEPENDENCE, CITY OF (USC)
ACCOUNTING DIVISION
111 E Maple Ave
INDEPENDENCE MO 64050-3066
Attn: Phillip Camerlynck

Date:08/29/2024
Proj Name:INDEPENDENCE
GB Quote #:0246892180

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

500	23 EA	EVLUMA	AX-70-50-5-D-P-STD-6	\$354.12	1	\$8,144.76
Cust Mat #:60-406-70 Ship From: Reship-Factory ***Item Note:*** 4 WEEKS						
600	150 EA	HOWARD INDUSTRIES	HI-LL-127-15-BK-A	\$13.35	1	\$2,002.50
Cust Mat #:63-000-01 Ship From: Drop Ship-Factory ***Item Note:*** AUGUST						
700	50 EA	HOWARD INDUSTRIES	LRM1VMV24KGY 1P7NP15	\$256.47	1	\$12,823.50
Cust Mat #:60-901-60 Ship From: Drop Ship-Factory ***Item Note:*** OCTOBER						
800	100 EA	HOWARD INDUSTRIES	LRL1KMV24KGY 1P7N	\$306.47	1	\$30,647.00
Cust Mat #:60-902-70 Ship From: Drop Ship-Factory ***Item Note:*** 3-4 WEEKS						

Total in USD (Tax not included): \$191,934.95

F O B: F/A

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com 24-Hour Emergency Phone#: 1-800-GRAYBAR

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf

To: INDEPENDENCE, CITY OF (USC)
ACCOUNTING DIVISION
111 E Maple Ave
INDEPENDENCE MO 64050-3066
Attn: Phillip Camerlynck

Date: 08/29/2024
Proj Name: INDEPENDENCE
GB Quote #: 0246892180

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Signed:_____

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com 24-Hour Emergency Phone#: 1-800-GRAYBAR

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf



City of Kansas City, Missouri
PROCUREMENT SERVICES DIVISION
1st Floor, Room 102W, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2793
(816) 513-0851 / Fax: (816) 513-1066

DATE: May 12, 2022

TO: Darrell Everette, CPSM, MBA
Manager of Procurement Services

FROM: Keely Golden, CPPB
Procurement Manager

DS
Kg

RE: Contract EV2370-Electrical, Lighting, Data
Communications and Security Products and Related
Products, Services and Solutions

It is the intent of the City of Kansas City, MO to renew the above contract, EV2370, at the local and national levels. This contract with Graybar is administered by the City, along with OMNIA Partners. The anticipated renewal is for a period of two years commencing February 1, 2023 to January 31, 2025 per the executed contract and renewal schedule already approved by City Council.

x Approved
Denied

Approved
Denied

Keely Golden

DocuSigned by:
Keely Golden

DA4266F30A55473
Procurement Manager

Darrell Everette

DocuSigned by:
Darrell Everette

DE6901B73458418...
Manager of Procurement Services

STANDARD CITY CONTRACT

MASTER CONTRACT FOR PRODUCTS AND SERVICES - THE CITY OF KANSAS CITY, MISSOURI

CONTRACT NO.: EV2370

TITLE/DESCRIPTION: Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions

THIS Contract is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("CITY"), and Graybar Electric Company, Inc. ("CONTRACTOR").

Sec. 1. The Contract. The Contract between the CITY and CONTRACTOR consists of the following Contract Documents:

- (a) this Contract;
- (b) CONTRACTOR's Proposal dated October 6, 2017, that is attached hereto and incorporated into this Contract;
- (c) CITY's RFP No. EV2370 that is incorporated into this Contract by reference;
- (d) any CITY Issued Purchase Order;
- (e) any CITY and CONTRACTOR executed Work Order that is incorporated into a CITY issued Purchase Order;
- (f) any and all Attachments and Exhibits attached to the Contract. All documents listed in this Section 1 shall be collectively referred to as the "Contract Documents" and are incorporated into this Contract. CITY and CONTRACTOR agree that the terms "Agreement" and "Contract" and "Contract Documents" are used interchangeably in this Contract and the terms "Agreement" and "Contract" and "Contract Documents" each include all "Contract Documents."

Sec. 2. Initial Term of Contract and Additional Periods.

- (a) **Initial Term.** The initial term of this Contract shall begin on February 1, 2018, and shall end on January 31, 2023. The Manager of Procurement Services is authorized to enter into an amendment of this Contract with CONTRACTOR to extend the term of this Contract and time of performance for this Contract.
- (b) **Renewal Terms.** At any time prior to the expiration of the initial term or any subsequent term, the CITY, in its sole discretion, may renew this Contract for up to three (3) additional two (2) year terms.

- (c) **Transition Term.** Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract.

Sec. 3. Purchase Orders and Work Orders.

- (a) **Purchase Order.** CITY shall order all Electrical, Lighting, Data Communications, and Security Products and Related Products, Services and Solutions, (hereinafter "the Products" or "Products and Services" or "Services" depending on the context of the terms used) by means of a Purchase Order issued by the CITY's Manager of Procurement Services for which sufficient funds have been certified and encumbered by the City's Director of Finance. CONTRACTOR shall not provide any "Products" or "Products and Services" or "Services" in excess of the dollar amount contained in any Purchase Order even if there is an executed Work Order between the CITY and CONTRACTOR. CONTRACTOR shall not be entitled to any payment from CITY in excess of the dollar amount of the Purchase Orders from CITY even if such amount is authorized in a Work Order executed by CITY and CONTRACTOR. All Purchase Orders shall automatically incorporate the Contract and all Contract requirements even if the Contract is not referenced.
- (b) **Goods and Products.** CONTRACTOR shall timely provide all Goods and Products ordered by the CITY at the Prices set forth in the Contract. The terms "Goods" and "Products" are used interchangeably under this Contract and each term includes the other term.
- (c) **Services or Work Orders for both Products and Services.**
 - 1. The CITY may request CONTRACTOR to provide Services or both Products and Services. Prior to CONTRACTOR submitting a written detailed Proposal for Services or for both Products and Services to a requesting CITY Department, the CONTRACTOR must obtain written authorization from the CITY's Manager of Procurement Services to submit a Proposal to the CITY Department. CONTRACTOR shall not perform any Services or provide both Services and Products unless the Manager of Procurement Services authorizes CONTRACTOR to provide Services or both Products and Services and all other contractual requirements are met including the Pricing for all Products, Products and Services and Services.
 - 2. Prior to the Manager of Procurement Services authorizing CONTRACTOR to provide Services or both Products and Services to a CITY Department, the Manager of Procurement Services shall:
 - a. Obtain MBE/WBE goals from the CITY's Director of Human Relations if the estimated cost of the Services or Products and Services exceeds the dollar thresholds for MBE/WBE goals and Workforce Goals for MBE/WBE goals;
 - b. Have the CITY's Director of Human Relations determine whether the needed Services are subject to Prevailing Wage requirements and Payment Bond and Performance and Maintenance Bond requirements;

- c. Any other Legal requirements including compliance with the CITY's SLBE requirements
 - d. if the CITY's MBE/WBE program requirements are not applicable due to not meeting the dollar thresholds.
3. If the Manager of Procurement Services authorizes CONTRACTOR to submit a Proposal for Services or for both Products and Services, CONTRACTOR shall submit a detailed Proposal that includes the Scope of Services, the Proposed Schedule, the Price and if applicable, comply with MBE/WBE goals, Prevailing Wage requirements, and Payment Bond and Performance Bond requirements, or SLBE requirements. If the CITY and CONTRACTOR agree to CONTRACTOR's Proposal, the CITY will issue a Purchase Order and Work Order that is executed by the CITY and CONTRACTOR. All Work Orders and Purchase Orders signed by the CITY and CONTRACTOR shall automatically incorporate this Contract (even if the Work Order does not specifically incorporate this Contract).
- (d) CONTRACTOR shall bill the City, in a form acceptable to the City, on the following basis: monthly.

Sec. 4. Effective Date of Contract.

- (a) Notwithstanding Section 2 of this Contract, neither party has any obligation under this Contract until the Manager of Procurement Services issues a Purchase Order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order.
- (b) The date of the first Purchase Order issued by the CITY is the effective date of this Contract.
- (c) The date of the first Purchase Order issued by the CITY after the CITY renews this Contract shall be the effective date of the renewal term or transition term.

Sec. 5. Invoices.

- (a) CONTRACTOR shall submit to CITY a request for payment (hereinafter "Invoice") for services performed in sufficient detail for the CITY to determine that the amount CONTRACTOR is requesting is in fact due and payable.
- (b) CITY shall not pay any Invoice from CONTRACTOR unless CONTRACTOR is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by CITY as a result of breach or default by CONTRACTOR, CITY may withhold payment(s) to CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to CITY from CONTRACTOR may be determined.

- (c) CITY shall not process CONTRACTOR's Invoice unless CONTRACTOR's Invoice is in proper form, correctly computed, and is approved by CITY as payable under the terms of this Contract.
- (d) CITY is not liable for any obligation incurred by CONTRACTOR except as approved under the provisions of this Contract.
- (e) If CONTRACTOR is required to meet MBE/WBE goals for this Contract, CONTRACTOR shall not submit an Invoice to the City unless CONTRACTOR's Invoice is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted by CONTRACTOR to the City's Human Relations Department. CONTRACTOR shall remain current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports. CITY shall not pay CONTRACTOR's Invoice unless CONTRACTOR is current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports.
- (f) Payment terms are net 30 days.

Sec. 6. Representations and Warranties of CONTRACTOR. CONTRACTOR hereby represents and warrants to the CITY the following:

- (a) CONTRACTOR is in good standing under the laws of the state of Missouri and each state in which it does business, except any such state where the failure to be in good standing would not have a material adverse effect on CONTRACTOR's ability to perform this Contract in accordance with its terms.
- (b) The execution, delivery and performance by CONTRACTOR of this Contract have been duly authorized by all necessary corporate action and do not and will not (i) require any consent or approval of CONTRACTOR's board of directors; (ii) require any authorization, consent or approval by, or registration, declaration or filing with, or notice to, any governmental department, commission, board, bureau, agency or instrumentality, or any third party, except such authorization, consent, approval, registration, declaration, filing or notice as has been obtained prior to the date hereof; (iii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect having applicability to CONTRACTOR or its articles or by-laws; and (iv) result in a breach of or constitute a default under any material agreement, lease or instrument to which CONTRACTOR is a party or by which it or its properties may be bound or affected.
- (c) CONTRACTOR shall not enter into any contract for the services to CITY that purports to grant a security interest or right of repossession to any person or entity respecting the services, or any portions thereof or chattels placed thereon.
- (d) There is no litigation, proceeding or other investigation pending or, to the knowledge of CONTRACTOR, threatened against CONTRACTOR which would prevent consummation of the transaction contemplated by this Contract or would have a materially adverse effect on CONTRACTOR.
- (e) CONTRACTOR warrants that all goods and Products are sold free of any security interest and will make available to CITY all transferable warranties (including without limitation

warranties with respect to intellectual property infringement) made to CONTRACTOR by the manufacturer of the goods. CONTRACTOR MAKES NO OTHER IMPLIED WARRANTIES, AND SPECIFICALLY MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF SELLER, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR CONNECTION WITH 1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR 2) IN A HEALTHCARE SITUATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.

- (f) Neither party shall be liable for any delay or failure to perform under this Agreement in the event and to the extent that such delay or failure arises out of war, civil commotion, acts of God, accident, fire or water damage, explosion, strikes or lockouts, delay in transportation, legislative action, government regulations or any other event beyond the respective party's reasonable control.

Sec. 7. Survival of the Representations, Warranties and Covenants. All representations, warranties and covenants expressed herein shall survive the execution of this Contract for the benefit of the parties hereto.

Sec. 8. Governing Law. This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The CITY and CONTRACTOR: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum *non conveniens* as an objection to the location of any litigation.

Sec. 9. Termination for Convenience. CITY may, at any time upon fifteen (15) days written notice to CONTRACTOR specifying the effective date of termination, terminate this Contract, in whole or in part.

Sec. 10. Default and Remedies.

- (a) If CONTRACTOR shall be in default or breach of any provision of this Contract, CITY may terminate this Contract, suspend CITY's performance, withhold payment or invoke any other legal or equitable remedy after giving CONTRACTOR ten (10) days written notice and opportunity to cure such default or breach.
- (b) If CITY shall be in default or breach of any provision of this Contract, CONTRACTOR may terminate this contract or suspend CONTRACTOR's performance after giving CITY ten (10) days written notice and opportunity to cure such default or breach.
- (c) CITY's remedies under this Agreement for the purchase of Goods and Products are subject to any limitations contained in manufacturer's terms and conditions to CONTRACTOR, a copy of which will be furnished upon written request. Furthermore, CONTRACTOR's liability shall be limited to either repair or replacement of the goods or Products and refund of the purchase price, all at CONTRACTOR's option, and in no case shall CONTRACTOR be liable for incidental or consequential damage. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.

The limitation of remedies imposed by this Section is only applicable to Products and Goods provided by CONTRACTOR and this limitation of remedies section is not applicable if CONTRACTOR provides Services or both Products, Goods and Services pursuant to Section 3(c) of this Contract.

Sec. 11. Waiver. Waiver by CITY of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of CITY, and forbearance or indulgence by CITY in any regard whatsoever shall not constitute a waiver of same to be performed by CONTRACTOR to which the same may apply and, until complete performance by CONTRACTOR of the term, covenant or condition, CITY shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

Sec. 12. Acceptance. No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory services.

Sec. 13. Records.

(a) For purposes of this Section:

1. "CITY" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.
2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.

(b) CONTRACTOR shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. CITY shall have a right to examine or audit all Records, and CONTRACTOR shall provide access to CITY of all Records upon ten (10) days written notice from the CITY.

(c) The books, documents and records of CONTRACTOR in connection with this Contract shall be made available to the City Auditor, the City's Internal Auditor, the City's Director of Human Relations and the City department administering this Contract within ten (10) days after the written request is made.

Sec. 14. Affirmative Action. If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

- (a) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years.
- (b) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (c) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Human Relations Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

Sec. 15. Tax Compliance. If the CITY's payments to CONTRACTOR exceed \$160,000.01 for the period of May 1st through April 30th, CONTRACTOR shall provide proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a precondition to the CITY making the first payment under this Contract. CONTRACTOR also shall submit to the CITY proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a condition precedent to the CITY making final payment under the Contract.

Sec. 16. Buy American Preference. It is the policy of the CITY that any manufactured goods or commodities used or supplied in the performance of any CITY Contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

Sec. 17. Notices. All notices to be given hereunder shall be in writing and may be given, served or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by delivering the same in person to such person. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this Contract from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices shall be sent to the following addresses:

If to the CITY: City of Kansas City, Missouri
Procurement Services Division
414 East 12th Street, 1st Floor, Room 102 W
Kansas City, Missouri 64106
Attention: Cedric Rowan, C.P.M., Manager

E-mail: cedric.rowan@kcmo.org
Telephone: (816) 513-0814
Facsimile: (816) 513-1066

With copies to: Law Department of Kansas City, Missouri
414 East 12th Street, 23rd Floor
Kansas City, Missouri 64106
Attention: Cecilia Abbott, Esq., City Attorney
E-mail: cecilia.abbott@kcmo.org
Telephone: (816) 513-3127
Fax: (816) 513-3133

If to the CONTRACTOR: Graybar Electric Company, Inc.
Ronald Drescher, National Sales Manager, Corporate Sales
11885 Lackland Road
St. Louis, Missouri 63146
E-mail: ron.drescher@graybar.com
Telephone: (301) 306-3263
Mobile: (301) 830-1424

Sec. 18. General Indemnification.

- (a) For purposes of this Section only, the following terms shall have the meanings listed:
1. Claims means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the CITY in the enforcement of this indemnity obligation.
 2. CONTRACTOR's Agents means CONTRACTOR's officers, employees, subcontractors, successors, assigns, invitees, and other agents.
 3. CITY means CITY, its Agencies, its agents, officials, officers and employees.
- (b) CONTRACTOR's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of CITY, shall be limited to the coverage and limits of insurance that CONTRACTOR is required to procure and maintain under this Contract. CONTRACTOR affirms that it has had the opportunity to recover all costs of the insurance requirements imposed by this Contract in its contract price.
- (c) CONTRACTOR shall defend indemnify and hold harmless CITY from and against all claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by CONTRACTOR or CONTRACTOR's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of CITY. CONTRACTOR is not obligated under this Section to indemnify CITY for the sole negligence of CITY.
- (d) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental

immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 19. Indemnification for Professional Negligence. If this contract is for professional services, CONTRACTOR shall indemnify, and hold harmless CITY and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any negligent acts or omissions in connection with this Contract, caused by CONTRACTOR, its employees, agents, subcontractors, or caused by others for whom CONTRACTOR is liable, in the performance of professional services under this Contract. CONTRACTOR is not obligated under this Section to indemnify CITY for the negligent acts of CITY or any of its agencies, officials, officers, or employees.

Sec. 20. Insurance.

- (a) CONTRACTOR shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. CONTRACTOR must have:
 - 1. Commercial General Liability Insurance Policy: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
 - a. Severability of Interests Coverage applying to Additional Insureds
 - b. Contractual Liability
 - c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
 - d. No Contractual Liability Limitation Endorsement
 - e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent.
 - 2. Workers' Compensation Insurance and Employers Liability Policies as required by Missouri law.
 - 3. Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "occurrence" basis. This insurance policy will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by CONTRACTOR.
 - 4. If this Contract is for professional services, CONTRACTOR shall obtain Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.
- (b) All insurance policies required in this Section shall provide that the policy will not be canceled until after the Insurer provides the CITY ten (10) days written notice of cancellation in the event that the cancellation is for CONTRACTOR's nonpayment of premiums and thirty (30) days written notice of cancellation to CITY for all other reasons of cancellation.

- (c) The Commercial General and Automobile Liability Insurance Policies specified above shall provide that CITY and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. CONTRACTOR shall provide to CITY at execution of this Contract a certificate of Insurance showing all required endorsements and additional insureds.
- (d) All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of "A-V" or better, and are licensed or approved by the State of Missouri to provide insurance in Missouri.
- (e) Regardless of any approval by CITY, CONTRACTOR shall maintain the required insurance coverage in force at all times during the term of this Contract. CONTRACTOR's failure to maintain the required insurance coverage will not relieve CONTRACTOR of its contractual obligation to indemnify the CITY pursuant to this Section of this Contract. In the event CONTRACTOR fails to maintain the required insurance coverage in effect, CITY may declare CONTRACTOR in default.
- (f) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 21. Interpretation of the Contract.

- (a) CITY selected CONTRACTOR through a negotiated procurement process rather than an Invitation for Bids (IFB) solicitation. Unlike the IFB, this process allows the CITY and CONTRACTOR to discuss and negotiate a contract at arm's length prior to entering a final contract that is acceptable to both the CITY and the CONTRACTOR. After negotiation and discussion, CONTRACTOR and CITY have incorporated multiple documents into this Agreement and the meaning of some of the words used in the Agreement may be uncertain, incomplete or duplicative and the Agreement may promise something at one place and take that promise away at another. In sum, the Agreement may contain words and provisions that are susceptible of more than one meaning so that reasonable persons of average intelligence may fairly and honestly differ in their construction of the words and provisions. It is the intent of the CITY and the CONTRACTOR that the CITY's taxpayers receive the benefit or advantage in the construction and interpretation of this Agreement, regardless of the normal judicial rules of contract construction even if the construction and interpretation of the Agreement will cost the CONTRACTOR more money and time. CITY and CONTRACTOR agree that CITY's Manager of Procurement Services shall, in cooperation with a representative of supplier, resolve all disagreements as to the meaning of this Agreement or any ambiguity in this Agreement. The decision of CITY's Manager of Procurement shall be final and conclusive if all parties have acted in good faith.
- (b) CONTRACTOR acknowledges and agrees that the CITY has provided CONTRACTOR with an opportunity to have CONTRACTOR's attorney review and advise CONTRACTOR on the Agreement and any potential ambiguities or areas of disagreement and the potential

adverse legal consequences of CONTRACTOR agreeing to this Section as well as the entire Agreement.

- (c) CONTRACTOR certifies that CONTRACTOR has either (1) waived its right to have CONTRACTOR's attorney review this Section and Agreement; or (2) CONTRACTOR has consulted with an attorney on this Section and Agreement.
- (d) CONTRACTOR knowingly and voluntarily agrees to this Section, as amended, and the entire Agreement. CONTRACTOR certifies that this contract was not procured by fraud, duress or undue influence.

Sec. 22. Contract Execution. This Contract may be executed in one or more counterparts, each of which will be deemed an original copy of this Contract and all of which, when taken together, will be deemed to constitute one and the same Contract. This Contract shall be effective upon the execution of counterparts by both parties, notwithstanding that both parties may not sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Contract and shall be acceptable in a court of law.

Sec. 23. Guaranteed Lowest Pricing. CONTRACTOR certifies that this Contract contains CONTRACTOR's lowest and best pricing for all services supplied by CONTRACTOR to any government, governmental entity, political subdivision, city, state, school district or any other public entity in the United States as of the date of this Contract. CONTRACTOR represents that the prices set for herein are not less favorable than those currently extended to any other similarly situated government, governmental entity, political subdivision, city, state, school district or other public entity customer, for the same goods, in equal or seller quantities, as part of similar market basket, and under similar terms.

Sec. 24. Assignability and Subcontracting.

- (a) **Assignability.** Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit contractor from subcontracting as otherwise provided for herein.
- (b) **Subcontracting.** Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under the Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

Sec. 25. Professional Services – Conflict of Interest Certification. If this Contract is for professional services other than for medical doctors or appraisers, CONTRACTOR certifies that CONTRACTOR is not an expert witness for any party in litigation against the CITY at the time of the issuance of this Contract.

Sec. 26. Minority and Women's Business Enterprises.

- (a) CONTRACTOR shall assist City Certified Minority Business Enterprises (MBEs), City Certified Woman Business Enterprises (WBEs) and City Certified Small Local Business Enterprises (SLBEs) grow, develop, and prosper in the public sector by implementation of the requirements of this Section.
- (b) CONTRACTOR shall provide the same U.S. Communities national discounted pricing received by the City to City Certified MBEs, WBEs and SLBEs when City Certified MBEs, WBEs, and SLBEs bid or submit a proposal on City of Kansas City, Missouri Construction or Maintenance Solicitations and other public sector Construction and Maintenance Solicitations to allow City Certified MBEs, WBEs, and SLBEs, to incorporate the same National Discounted U.S. Communities pricing received by the City in their bids and proposals to the City and other public entities and save the taxpayers money.

Sec. 27. 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.

Sec. 28. Emergencies.

- (a) Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.
- (b) During and after a disaster, CONTRACTOR shall provide special services to the CITY including CONTRACTOR shall open CONTRACTOR's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.
- (c) CONTRACTOR shall not charge CITY any fee for opening facilities during an emergency or for extending CONTRACTOR's hours of operation during a disaster. CITY shall pay CONTRACTOR the agreed upon contract prices for all purchases made by CITY during the

disaster and CONTRACTOR shall not charge CITY any additional mark-up, fee or cost for any purchases made by CITY during a disaster.

- (d) CONTRACTOR shall quickly mobilize CONTRACTOR's internal and external resources to assist CITY when a disaster unfolds.
- (e) Extended hours and personnel. During disasters, CONTRACTOR's facilities shall stay open 24 hours if requested by the CITY. CONTRACTOR shall utilize additional CONTRACTOR personnel to take CITY orders if necessary. CONTRACTOR's Call Center shall accept phone orders 24 hours a day.
- (f) CONTRACTOR shall have contingency plans with CONTRACTOR's suppliers to provide additional supplies and equipment quickly to CITY as needed.
- (g) CONTRACTOR shall cooperate with CITY to properly document any and all expenses incurred by CITY with CONTRACTOR and CONTRACTOR shall assist CITY in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

Sec. 29. Time of Delivery. Delivery is required to be made in accordance with the schedule shown in the solicitation and purchase order.

Sec. 30. F.O.B. Destination. All deliveries of Products shall be F.O.B. Destination and all freight charges are included in the Purchase Price charged by CONTRACTOR to the CITY.

- (a) The proposed pricing applies to normally stocked Graybar materials. Discounts offered are based on the Graybar List Price or Cost in effect at time of order.
- (b) Standard delivery policy provides customers with next day service, free of charge, for materials stocked in the branch and within the standard service area.
- (c) Orders requiring same-day or expedited next-day service, non-stock items, special order or special handling and materials obtained from other Graybar warehouses or manufacturers, may include shipping or handling charges. Any shipping, handling or other costs will be negotiated at time of order.

Sec. 31. Quality. All Products shall be new, in current production, and the best of their kind. When applicable, parts and maintenance shall be reasonably available. New equipment that is obsolete or technically outdated is not acceptable. Remanufactured or reconditioned items are not considered new. Items shall be properly packaged, packed, labeled, and identified in accordance with commercial standards acceptable to the trade and as required by ICC and other federal and state regulations. Packing slips will accompany the shipment.

Sec. 32. Brand Name or Equal. Whenever the name of the manufacturer or the supplier is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutions". The CITY may assume that items submitted are equal or it may request samples and proof thereof and unless approved before shipment, reserves right to return at the CONTRACTOR'S expense all items that are not acceptable as

equals, said items to be replaced by the CONTRACTOR with satisfactory items at the original submitted price.

Sec. 33. Commercial Warranty. The CONTRACTOR agrees that the Products and Services furnished under this Contract shall be covered by the most favorable commercial warranties the CONTRACTOR gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the CITY by any other clause of this contract. CONTRACTOR represents that the warranties set forth herein are not less favorable than those currently extended to any other similarly situated government, governmental entity, political subdivision, city, state, school district or other public entity customer, for the same goods, in equal or less quantities, as part of the similar market basket, and under similar terms.

Sec. 34. Sellers Invoice. Invoices shall be prepared and submitted in duplicate to address shown on the purchase order. Separate invoices are required for each purchase order. Invoices shall contain the following information: purchase order number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price, and extended totals.

Sec. 35. Inspection and Acceptance. Inspection and acceptance will be at destination unless specified otherwise, and will be made by the CITY department shown in the shipping address or other duly authorized representative of the CITY. Until delivery and acceptance, and after any rejection, risk of loss will be on the CONTRACTOR unless loss results from negligence of the CITY. CONTRACTOR will be notified of rejected shipments. Unless agreed otherwise, items will be returned freight collect.

Sec. 36. Loss and Damaged Shipments. Risk of loss or damage to items prior to the time of their receipt and acceptance by the CITY is upon the CONTRACTOR. The CITY has no obligation to accept damaged shipments and reserves the right to return at CONTRACTOR's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items.

Sec. 37. Late Shipments. CONTRACTOR is responsible to notify the CITY department receiving the items and the Senior Buyer of any late or delayed shipments. The CITY reserves the right to cancel all or any part of an order if the shipment is not made as promised.

Sec. 38. Tax Exemption - Federal and State.

- (a) The CITY is exempt from Federal Excise and Transportation taxes on purchases under Chapter 32, Internal Revenue Code. The federal tax registration number issued by the St. Louis District Director on November 11, 1974 is No. 43740340K.
- (b) The CITY is exempt from payment of Missouri Sales and Use Tax in accordance with Section 39(10) Article 3, of the Missouri Constitution and Sections 144.040 and 144.615 RSMo 1969 and supplement thereto. A copy of the exemption from Missouri Sales and Use Tax is available upon request.

Sec. 39. Annual Appropriation of Funds.

- (a) Multi-year term supply and service contracts and leases and the exercise of options to renew term contracts are subject to annual appropriation of funds by the City Council. Payments made under term contracts and leases are considered items of current expense. Purchase orders are

funded when issued, therefore are current expense items and are not subject to any subsequent appropriation of funds.

- (b) In the event sufficient funds are not appropriated for the payment of lease payments or anticipated term contract payments required to be paid in the next occurring lease or contract term and if no funds are legally available from other sources, the lease or contract may be terminated at the end of the original term or renewal term and the CITY shall not be obligated to make further payments beyond the then current original or renewal term. The CITY will provide notice of its inability to continue the lease or contract at such time as the Manager of Procurement Services is aware of the nonappropriation of funds; however, failure to notify does not renew the term of lease or contract. If a lease is cancelled, the events of default will occur as described in the lease and/or the section titled TERMINATION FOR DEFAULT. The CITY has no monetary obligations in event of termination or reduction of a term contract since such contracts represent estimated quantities and are not funded as a contract, but only to the extent of purchase orders issued.

Sec. 40. Performance and Maintenance Bond and Payment Bond.

- (a) If a Work Order is estimated to exceed \$50,000.00 and is for the erection, construction, alteration, repair or improvement of any building, road, street, public utility or other public facility owned by the public entity as defined by Section 107.170, RSMo, CONTRACTOR shall obtain a performance and maintenance bond and payment bond as required by this Section. The City approved performance and maintenance bond and payment bond are incorporated in this Contract by reference and Contractor shall require its Surety to issue the performance and maintenance bonds and payment bonds on City approved forms.
- (b) All Bonds shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A certified copy of such agent's authority to act must accompany all Bonds signed by an agent. If the surety on any Bond furnished by Seller is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirement of the preceding sentence, Seller shall within twenty (20) days thereafter substitute another Bond and surety, both of which must be acceptable to City.
- (c) The performance and maintenance bond and payment bond shall remain in effect at least one (1) year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents.
- (d) All Bonds required by the Contract Documents to be purchased and maintained by CONTRACTOR shall be obtained from surety that is duly licensed in the State of Missouri and in the jurisdiction in which the Project is located, if not in Missouri, to issue Bonds. All surety companies shall hold an A.M. Best rating of B+, V, or better.
- (e) If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirement of Paragraph 5.01 B, Contractor shall within twenty (20) days thereafter substitute another Bond and surety, both of which must be acceptable to City.

Sec. 41. Prevailing Wage.

A. **Prevailing Wage.** If a Work Order includes work that requires payment of prevailing wage as set forth in Sections 290.210 to 290.340, RSMo (the "Law"), CONTRACTOR shall pay workers prevailing wage in accordance with this Section and the Law. Under the Law, work that meets the definition of "construction" "includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair." "Maintenance work that is not subject to the Law is defined as "the repair, but not the replacement, of existing facilities when the size, type or extent of the existing facilities is not thereby changed or increased."

1. Contractor shall comply and require its Subcontractors to comply with;
 - a. Sections 290.210 to 290.340, RSMo the State of Missouri Prevailing Wage Law (the "Law"); and
 - b. 8 CSR 30-3.010 to 8 CSR 30-3.060, the Prevailing Wage Law Rules (the "Rules"); and
 - c. the Annual Wage Order (Wage Order) issued by the State of Missouri's Department of Labor and Industrial Relations; and
 - d. any applicable Annual Incremental Wage Increase (Wage Increase) to the Annual Wage Order.
2. The Law, Rules, Wage Order and any Wage Increase are incorporated into and made part hereof this Contract and shall be collectively referred to in this Section as the "Prevailing Wage Requirements." In the event this Contract is renewed for an additional term, the Wage Order in effect as of the commencement date of the additional term, as amended by any applicable Wage Increase, shall be deemed incorporated herein and shall apply to and remain in effect for the duration of the additional term. The new Wage Order and any applicable Wage Increase shall govern notwithstanding the fact that the Wage Order being replaced might be physically attached to this Contract.
3. Contractor shall pay and require its Subcontractors to pay to all workers performing work under this Contract not less than the prevailing hourly rate of wages for the class or type of work performed by the worker in accordance with the Law, Rules, Wage Order and any applicable Wage Increase. Contractor shall take whatever steps are necessary to insure that the prevailing hourly wage rates are paid and that all workers for Contractor and each of its Subcontractors are paid for the class or type of work performed by the worker in accordance with the Prevailing Wage Requirements.
4. Prior to each of its Subcontractors beginning Work on the Site, Contractor shall require each Subcontractor to complete City's Form 00490 entitled "Pre-contract Certification" that sets forth the Subcontractor's prevailing wage and tax compliance history for the two (2) years prior to the bid. Contractor shall retain one (1) year and make the Pre-contract Certifications available to City within five (5) days after written request.
5. Contractor shall keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City's forms. Contractor shall:
 - a. Keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City's "Daily Labor Force Report" Form indicating the worker's name, occupational title or classification group and skill and the workers' hours. City shall furnish blank copies of the Daily Labor

Force Report Form to Contractor for its use and for distribution to Subcontractors. Contractor shall submit its and its Subcontractors Daily Labor Force Reports to City each day; and

- b. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in a format prescribed by the City, Certified Payroll Report Information indicating the worker's name, address, social security number, occupation(s), craft(s) of every worker employed in connection with the public work together with the number of hours worked by each worker and the actual wages paid in connection with the Project and other pertinent information as requested by the City; and
- c. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in format prescribed by the City, a Payroll Certification. The Payroll Certification must be signed by the employee or agent who pays or supervises the payment of the workers employed under the Contract for the Contractor and each Subcontractor.

The Daily Labor Force Report, documents used to compile information for the Certified Payroll Report, and Payroll Certification are collectively referred to in this Section as the "Records."

- 6. Contractor shall make all of Contractor's and Subcontractors' Records open to inspection by any authorized representatives of City and the Missouri Department of Labor and Industrial Relations at any reasonable time and as often as they may be necessary and such Records shall not be destroyed or removed from the State of Missouri for a period of one (1) year following the completion of the public work in connection with which the Records are made. Contractor shall have its and its Subcontractors Certified Payroll Reports and Payroll Certifications available at the Contractor's office and shall provide the Records to the City electronically at City's sole discretion. In addition, all Records shall be considered a public record and Contractor shall provide the Records to the City in the format required by the City within three (3) working days of any request by City at the Contractor's cost. City, in its sole discretion, may require Contractor to send any of the Records directly to the person who requested the Record at Contractor's expense.
- 7. Contractor shall post and keep posted a clearly legible statement of all prevailing hourly wage rates to be paid to all workers employed by Contractor and each of its Subcontractors in the performance of this Contract in a prominent and easily accessible place at the Site of the Work by all workers.
- 8. If the Contract Price exceeds \$250,000.00, Contractor shall and shall require each Subcontractor engaged in any construction of public works to have its name, acceptable abbreviation or recognizable logo and the name of the city and state of the mailing address of the principal office of the company, on each motor vehicle and motorized self-propelled piece of equipment which is used in connection with the Project during the time the Contractor or Subcontractor is engaged on the project. The sign shall be legible from a distance of twenty (20') feet, but the size of the lettering need not be larger than two (2") inches. In cases where equipment is leased or where affixing a legible sign to the equipment is impractical, the Contractor may place a temporary stationary sign, with the information required pursuant to this section, at the main entrance of the Project in place of affixing the required information on the equipment so long as such sign is not in violation of any state or federal statute, rule or regulation. Motor vehicles which are required to have similar

Information affixed thereto pursuant to requirements of a regulatory agency of the state or federal government are exempt from the provisions of this subsection.

9. Contractor must correct any errors in Contractor's or any Subcontractors' Records, or Contractor's or any Subcontractors' violations of the Law, Rules, Annual Wage Order and any Wage Increase within fourteen (14) calendar days after notice from City.
 10. Contractor shall and shall require its Subcontractors to cooperate with the City and the Department of Labor and Industrial Relations in the enforcement of this Section, the Law, Rules, Annual Wage Order and any Wage Increase. Contractor shall and shall require its Subcontractors to permit City and the Department of Labor and Industrial Relations to interview any and all workers during working hours on the Project at Contractor's sole cost and expense.
 11. Contractor shall file with City, upon completion of the Project and prior to final payment therefore, affidavits from Contractor and each of its Subcontractors, stating that each has fully complied with the provisions and requirements of the Missouri Prevailing Wage Law. City shall not make final payment until the affidavits, in proper form and order, from Contractor and each of its Subcontractors, are filed by Contractor.
 12. Contractor shall forfeit as a statutory penalty to the City one hundred dollars (\$100.00) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the prevailing hourly rates for any work done under this Contract, by Contractor or by any of Contractor's Subcontractors. If Contractor or any of its Subcontractors have violated any section(s) of 290.210 to 290.340, RSMo, in the course of the execution of the Contract, City shall when making payments to the Contractor becoming due under this Contract, withhold and retain therefrom all sums and amounts due and owing as a result of any violation of sections 290.210 to 290.340; RSMo.
- B. Prevailing Wage Damages. Contractor acknowledges and agrees that, based on the experience of City, violations of the Missouri Prevailing Wage Act, whether by Contractor or its Subcontractors, commonly result in additional costs to City. Contractor agrees that additional costs to City for any particular violation are difficult to establish and include but are not limited to: costs of construction delays, additional work for City, additional interest expenses, investigations, and the cost of establishing and maintaining a special division working under the City Manager to monitor prevailing wage compliance.
1. In the event of the failure by Contractor or any of its Subcontractors to pay wages as provided in the Missouri Prevailing Wage Act, City shall be entitled to deduct from the Contract Price, and shall retain as liquidated damages, one hundred dollars (\$100.00) per day, per worker who is paid less than the prevailing hourly rate of wages, to approximate the additional costs. The sum shall be deducted, paid or owed whether or not the Contract Times have expired.
 2. City shall give written notice to Contractor setting forth the workers who have been underpaid, the amount of the statutory penalty and the amount of the liquidated damages as provided for in this Subparagraph. Contractor shall have fourteen (14) calendar days to respond, which time may be extended by City upon written request. If Contractor fails to respond within the specified time, the City's original notice shall be deemed final. If Contractor responds to City's notice, City will furnish Contractor a final decision in writing within five (5) days of completing any investigation.

C. Excessive Unemployment.

1. **Resident Laborers**" means laborers who have been residents of the State of Missouri for at least thirty days and who intend to remain Missouri residents, and residents of Nonrestrictive States.
2. **"Nonrestrictive States"** means states identified by the Missouri Department of Labor and Industrial Relations Division of Labor Standards that have not enacted state laws restricting Missouri laborers from working on public works projects. A list of Nonrestrictive States can be found on the Division web site at <http://www.dolir.mo.gov/ls/index.htm>.
3. A period of Excessive Unemployment is declared when the Missouri Department of Labor and Industrial Relations Division of Labor Standards provides notice of such declaration. When in effect, notice will be provided on the Division web site at <http://www.dolir.mo.gov/ls/index.htm>. It is Contractor's obligation to determine whether a period of Excessive Unemployment is in effect when this Contract is let.
4. Contractor agrees to follow the provisions of Section 290.560 - 290.575 RSMo and agrees that if a period of Excessive Unemployment has been declared at any point during the term of this Contract, it will employ and require all Subcontractors of whatever tier to employ only Resident Laborers for the Work to be performed under this Contract. Provided, however, Contractor may use laborers who are not Resident Laborers when Resident Laborers are not available or are incapable of performing the particular type of work involved if Contractor so certifies in writing to City and City issues a written approval. This provision does not apply to regularly employed nonresident executive, supervisory or technical employees.

Sec. 42. Workforce. If Contractor is required to pay prevailing wages for the work performed pursuant to this Contract, Contractor agrees to comply with all requirements of City's Construction Employment Program as enacted in City's Code, Sections 3-501 through 3-525 and as hereinafter amended. Contractor shall meet or exceed the construction employment goals unless the same shall have been waived in the manner provided by law. Contractor's compliance with this provision is a material part of this Contract.

Contractor shall comply with City's Workforce Program Reporting System requirements. Contractor shall use City's Internet web based Workforce Program Reporting System provided by City and protocols included in that software during the term of this Contract. Contractor shall maintain user applications to City's provided system for all applicable personnel and shall require subcontractors to maintain applications.

CONTRACTOR

I hereby certify that I have the authority to execute
this document on behalf of CONTRACTOR.

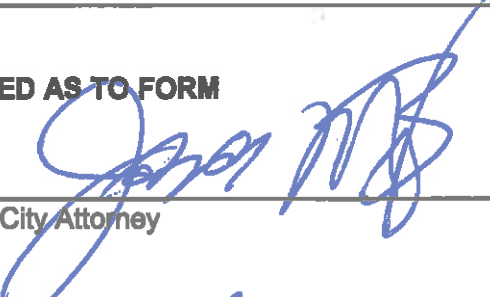
Contractor: Graybar Electric Company, Inc.

By: 

Title: SVP, Sales

Date: 11/30/2017

APPROVED AS TO FORM


Assistant City Attorney

KANSAS CITY, MISSOURI

By: 

Title: Manager of Procurement Services

Date: 12/30/2017

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to approve and direct the City Manager to execute a certain license agreement by and between the City of Independence, Missouri and RG Landev, LLC.

Recommendations:

Approval of the ordinance is recommended.

Background:

RG Landev, LLC has requested permission to place a sign within the right-of-way at 10605-10715 East Winner Road. The applicant proposes to set a non-lit freestanding monument sign at Winner Plaza. The sign placement is limited due to the configuration of the site, and it is proposed to be placed in an existing flower bed that is currently within the right-of-way.

Emergency Justification:**Fiscal Impact:**

No fiscal impact.

Council Action:

**Department /
Contact**

Council and Board /

REVIEWERS

Charlie Dissell
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. 2024.10.14_RG Capital Partners- Right-of-Way License Agrmt
2. Proposed Location

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made this _____ day of _____, 2024, by and between the CITY OF INDEPENDENCE, MISSOURI, (hereinafter called "CITY"), and **RG Landev, LLC** (hereinafter called "LICENSEE").

WITNESSETH:

WHEREAS, LICENSEE owns a certain tract of land ("Property"), which is commonly known as **10605-10715 E. Winner Rd.**, Independence, Jackson County, Missouri; and

WHEREAS, CITY owns a **Right-of-Way** which is located adjacent to the Property ("ROW"); and

WHEREAS, LICENSEE is in the process of constructing a **Freestanding Monument Sign** on the Property; and

WHEREAS, CITY desires to license to LICENSEE and LICENSEE desires to license from CITY a portion of the ROW for construction, operation and maintenance of a portion of the Facility ("Licensed Premises").

NOW, THEREFORE, CITY, in consideration of the obligations hereby assumed by LICENSEE hereby licenses and authorizes LICENSEE, its officers, members, contractors, agents and guests, to enter and go upon the Licensed Premises, at all times during the continuance of this Agreement, and there to use and enjoy the Licensed Premises for construction purposes, subject to the following:

1. LICENSED PREMISES. The Licensed Premises referenced in this Agreement is comprised of a portion of the City's **Right-of-Way**.

2. USE OF LICENSED PREMISES. LICENSEE, its officers, members, contractors, agents and guests shall have the right to use the Licensed Premises solely for the construction, operation and maintenance of a portion of the Facility, Freestanding Monument Sign, as well as the continued encroachment of said improvements upon the Licensed Premises.

3. RESTRICTION ON MODIFICATIONS AND IMPROVEMENTS. Except as specifically allowed by paragraph 2, or by written consent of the CITY, LICENSEE, its officers, members, contractors, agents and guests are prohibited from making any addition, modification or improvement to any part of the Licensed Premises, and are prohibited from placing, affixing or constructing any structure, utility, signage or markings on the Licensed Premises.

4. NOT TO INTERFERE WITH USE. LICENSEE, its officers, members, contractors, agents and guests shall not engage in any activity on the Licensed Premises that interferes with the operation of or damages or destroys any facility, improvement, fixture, utility, or other CITY property, except as expressly authorized with the approval of the CITY.

5. RULES AND REGULATIONS. LICENSEE, its officers, members, contractors, agents and guests shall comply with all ordinances, rules and regulations of the CITY applicable to the use of the Licensed Premises.

6. MAINTENANCE. LICENSEE agrees to maintain, at its sole cost, the Facility and other improvements on the Licensed Premises, at all times during the continuation of this Agreement. In the event LICENSEE fails to maintain the Licensed Premises as set forth herein, CITY reserves the right to revoke this Agreement pursuant to paragraph 9 hereof and remove, at the option of City and at the expense of LICENSEE, all improvements of LICENSEE on the Licensed Premises. If at any time during the continuation of the Agreement CITY is required to repair, remove, improve, or any other work is to be completed on City facilities within the right-of-way, removal and replacement of the LICENSEE placed structure will be done at the expense of the LICENSEE.

7. GENERAL INDEMNITY.

A. GENERAL. LICENSEE shall cover, release, defend, become responsible for and forever hold harmless the CITY, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, subject to the provisions set forth in the Missouri Sovereign Immunity Statute, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities of any character and from any cause whatsoever, brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property to the extent arising out of or resulting from any act, error, omission, or intentional act of LICENSEE or its agents, employees, or subcontractors, arising out of or in any way connected with the operations expressly authorized herein. The duty to defend provided by this Agreement shall accrue immediately upon receipt of any lawsuits, suits, actions, claims or demands by the CITY, and the CITY shall retain complete control over the defense of any such lawsuit, suit, action, claim or demand. The LICENSEE's duty to defend includes the obligation to reimburse to the City all costs, fees, or expenses, incurred by the CITY in the defense of any such lawsuits, suits, actions, claims, or demands. Such reimbursement is due within thirty (30) days of the CITY submitting notice of proof of payment of such costs, fees or expenses.

B. NO LIMITATIONS OR WAIVER. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement, or by a limitation of the amount or type of damages or compensation payable by or for LICENSEE under Workers' Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Agreement, or the terms, applicability or limitation of any insurance held by LICENSEE. The CITY does not, and shall not, waive any rights against LICENSEE which it may have by reason of this indemnification, because of the acceptance by the CITY, or the deposit with the CITY by LICENSEE, of any of the insurance policies described in this Agreement. Except as provided in subpart A above, this indemnification by LICENSEE shall apply regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

C. NOTIFICATION OF CLAIMS. With respect to any claims which are subject to indemnity or defense hereunder, LICENSEE shall immediately notify the CITY of any and all claims filed against LICENSEE or LICENSEE and the CITY jointly, and shall provide the CITY with a copy of the same.

D. CHALLENGES TO CONTRACT. LICENSEE shall indemnify, defend and hold harmless the CITY, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, against any and all claims or challenges brought against the CITY with respect to the validity of the terms and conditions of this Agreement.

E. USE OF INDEPENDENT CONTRACTORS. The fact that LICENSEE carries out any activities under this Agreement through independent contractors shall not constitute an avoidance of, or defense to, LICENSEE's duty of defense and indemnification under this section.

8. INSURANCE.

A. USE OF CONTRACTORS AND SUBCONTRACTORS. LICENSEE shall not permit any contractor or subcontractor to commence or continue work until they shall have obtained or caused to be obtained all insurance required under this paragraph. Said insurance shall be maintained in full force and effect until the completion of the work performed, and approval thereof by the CITY.

B. WORKERS' COMPENSATION. LICENSEE shall ensure that all contractors or

subcontractors performing work for LICENSEE obtain and maintain Workers' Compensation Insurance for all employees, and in case any work is sublet, LICENSEE shall require any subcontractors to provide Workers' Compensation insurance for all subcontractor's employees, in compliance with State laws, and to fully protect the CITY from any and all claims of such employees arising out of occurrences during work performed hereunder. LICENSEE hereby indemnifies the CITY for any damage resulting to it from failure of either LICENSEE or any contractor or subcontractor to obtain and maintain such insurance. LICENSEE further waives its rights to subrogation with respect to any claim against the CITY for injury arising out of performance under this Agreement. LICENSEE shall provide the CITY with a certificate of insurance indicating Workers' Compensation coverage prior to commencing construction of the Improvements.

9. REVOCATION. Notwithstanding any provision of this Agreement to the contrary, CITY may cancel this Agreement and revoke the license hereby granted as to all or any part of the Licensed Premises at any time upon sixty (60) days advance notice in writing, provided, however, no advance notice is required if LICENSEE shall break any of the conditions or obligations herein contained.

10. CONSTRUCTION OF AGREEMENT.

A. SIMPLE LICENSE. The license created by this Agreement shall be construed as a simple license (sometimes referred to as a "bare," "mere" or "naked" license) revocable at the will of the CITY, subject only to any advance written notice of revocation required by paragraph 10.

B. HEADINGS. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

C. NON-WAIVER. No waiver of any condition or covenant contained in this Agreement or any breach thereof shall be taken to constitute a waiver of any subsequent condition, covenant or breach.

D. JOINTLY DRAFTED. This Agreement shall be deemed to have been jointly drafted by the parties and shall not be construed more strongly against any party hereto.

E. APPLICABLE LAW. This instrument shall be construed in accordance with the laws of the State of Missouri.

11. AGREEMENT SHALL RUN WITH THE LAND. The license, benefits and obligations created by this Agreement shall run with the land and shall be binding upon any successors in title or interest to the Property or the improvements, including the Facility, located therein. A copy of this Agreement shall be recorded with the Jackson County Recorder of Deed's Office by the LICENSEE within 30 days of the acceptance of the agreement, or the agreement shall be null and void. A copy of the recorded document shall be presented to the City.

12. NON-SEVERABLE. If any term or provision of this Agreement or the application to any person or circumstance shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall be deemed invalid and unenforceable, provided, however, that the terms and provisions of paragraphs 7, 9 and 14 shall not be affected thereby and each term and provision of said paragraphs 7, 9, and 14 shall be valid and enforced to the fullest extent permitted by law.

13. ENVIRONMENTAL PROVISIONS.

A. COVENANTS. LICENSEE hereby covenants and agrees to comply in all material respects with all-applicable Environmental Laws and Regulations in connection with its use and

occupancy of the Property. For purposes of this Agreement, "Environmental Laws" shall mean and include all federal, state and local statutes, ordinances, regulations and rules relating to environmental quality, health, safety, contamination and clean-up, including, without limitation, the Clean Air Act, 42 U.S.C. §7401 et seq.; the Clean Water Act, 33 U.S.C. §1251 et seq., and the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. §136 et seq.; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. §1401 et seq.; the Noise Control Act, 42 U.S.C. §4901 et seq.; the Occupational Safety and Health Act, 29 U.S.C. §651 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601 et seq., as amended by the Superfund Amendments and Reauthorization Act, the Emergency Planning and Community Right to Know Act, and the Radon Gas and Indoor Air Quality Research Act; the Hazardous Material Transportation Act, 49 U.S.C. §9601 et seq.; the Toxic Substance Control Act ("TSCA"), 15 U.S.C. §2601 et seq.; the Atomic Energy Act, 42 U.S.C. §2011 et seq.; and the Nuclear Waste Policy Act of 1982, 42 U.S.C. §10101 et seq.; all Missouri State environmental protection, superfund and environmental clean-up statutes, with implementing regulations and guidelines and all local laws, regulations and ordinances insofar as they are equivalent or similar to the federal laws recited above or purport to regulate Hazardous Materials.

B. ENVIRONMENTAL INDEMNIFICATION. In addition to any indemnification set forth herein, the LICENSEE hereby indemnifies and agrees to defend and hold harmless the City, and its agents, partners, officers, representatives, elected officials, attorneys, and employees, each in their official and individual capacities, from all costs, claims, demands, actions, liabilities, complaints, fines, citations, violations or notices of violation ("Claims") arising from or attributable to (i) the presence due to LICENSEE's handling, generation, manufacturing, processing, treating, storing, using, reusing, refining, recycling, reclaiming, blending or burning for energy recovery, incinerating, accumulating speculatively, transporting, transferring, disposing or abandoning of Hazardous Materials ("Management") on the Property or the subsurface thereof or the violation of any Environmental Laws due to LICENSEE'S Management, including, without limiting the generality thereof, any cost, claim, liability or defense expended in remediation required by a governmental authority, or by reason or any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of Hazardous Materials into the environment (as environment is defined in CERCLA), due to LICENSEE'S Management of the Property or violation of any Environmental Laws, or (ii) any breach by Lessee of any of its warranties, representations or covenants in this Subsection. Lessee's obligations hereunder shall survive the termination or expiration of this Agreement, and shall not be affected in any way by the amount of or the absence in any case of covering insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Property or any part thereof.

C. DEFINITIONS. For purposes of this subsection, the term "Hazardous Materials" shall mean and include the following, including mixtures thereof; any hazardous substance, pollutant, contaminant, waste, by-product or constituent as defined in any environmental law; oil and petroleum products and natural gas, natural gas liquids, liquefied natural gas and synthetic gas usable for fuel; pesticides regulated under the FIFRA; asbestos and asbestos-containing materials, PCBs and other substances regulated under the TSCA; source material, special nuclear material, by-product material and any other radioactive materials or radioactive wastes however produced regulated under the Atomic Energy Act or the Nuclear Waste Policy Act; chemicals subject to the OSHA Hazard Communication Standard, 29 C.F.R. §1910.1200 et seq.; any "Hazardous Waste" as defined by the Missouri Hazardous Waste Management Law, MO.Rev.Stat. §§260.350 to 260.480; and industrial process and pollution control wastes, whether or not hazardous within the meaning of RCRA.

14. NOTICE. Whenever any notice is required by this Agreement to be made, given or transmitted to the CITY, it shall be enclosed in an envelope with sufficient postage attached to ensure delivery and deposited in the United States Mail, first class, addressed to:

City of Independence
ATTN: City Counselor
P. O. Box 1019
Independence, MO 64051

And to

City of Independence
ATTN: Director, Municipal Services
P. O. Box 1019
Independence, MO 64051

and notices to LICENSEE shall be addressed to:

RG Landev, LLC
PO Box 25250
PMB 94591
Miami, Florida 33102-5250 US

or such place as either party shall designate by written notice to the other. Said notices may also be personally hand delivered by each party to the other, at the respective addresses listed above. If hand delivered, the date of actual completion of delivery shall be considered the date of receipt. If mailed the item shall be considered received the third day after the date of mailing.

15. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties hereunder and all other representations of statements heretofore made, verbal or written, are merged herein and this Agreement may be amended only in writing, and executed by duly authorized representatives of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date first above mentioned at Independence, Missouri.

CITY OF INDEPENDENCE, MISSOURI

By: _____
Zachary Walker, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY

City Counselor

LICENSEE

Print: _____

Sign: _____

Print: _____

Sign: _____

ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this _____ day of _____, 2024, before me, a Notary Public, in and for said County and State, personally appeared _____, husband and wife, known to me to be the persons who executed the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid, the day and year first above written.

Notary Public in and for said County and State

My commission expires:



City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action to award a contract to Burns & McDonnell in the amount of \$164,187 to cover the Bly Road Substation S site study for the Power & Light Department (IPL).

Recommendations:

IPL staff recommends issuing a contract to Burns & McDonnell for these services.

Background:

Northpoint is a very large development in the Northeast section of the city where several large warehouses and strip shopping are planned over the next several years. Buildings A2 and A3 have been constructed, and more facilities are being considered for the immediate future. The ultimate electric demand for this development is planned to exceed 20 megawatts and will result in the need to build an additional substation in the development. The original site was expected to be near the roundabout near Lake City. Recently, Northpoint and the City moved the location west of Bly Road. This new location requires a site study to confirm compatibility for placing all required electric infrastructure. Electric system designs have changed, and the area of environmental impact has also changed. As this project moves forward, additional developments may occur to the extent that the area's electrical demand may reach near 80 megawatts.

The city is negotiating with Northpoint for all infrastructure requirements including the selection of a proposed IPL substation site. This new substation location on Bly Road will enable service to a possible data center. The study will review the electrical configuration requirements to satisfactorily serve the anticipated load now and in the future. If the site is suitable, negotiations can proceed with securing the site. If not, negotiations will move to an alternate site.

Burns & McDonnell completed the site study for the initial offering of the Sub S site near Lake City and, as such, is familiar with the area and the criteria for such a study. Burns & McDonnell is an approved A/E vendor and contract and proposal documents have been reviewed and approved by COI legal and Finance staff. Burns & McDonnell was selected as they have been performing transmission planning studies for IPL for several years, have the skill sets, software, and systems in place to provide the required site study efficiently and economically.

IPL System Operations, Transmission & Distribution (T&D), Environmental Health and Safety and Engineering as well as IPL Management concur with the selection of Burns & McDonnell and agree with the scope of work contained in the proposal.

The Bly Road Substation S site study is scheduled for completion in the spring of 2025.

Approval of this item shall authorize change orders up to a total of ten (10) percent of the authorized amount for each order, provided appropriations are available.

Emergency Justification:

Fiscal Impact:

The fiscal impact to the City is \$167,187. Funding for the Substation S Site Study is included in the fiscal year 2024-2025 budget, page 271, project account number 0217021-5406-202314-C, Construction of New Substation S, IPL Fund 021.

Council Action:

Department / Contact	Power and Light /
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REVIEWERS

Khristina Irvine
Joseph Hegendeffer
Meagan Borth
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Burns McDonnell Contract - Professional Services -Sub S Bly Road Site Study 10.3.24-Signed by BMAC-1
2. Bly Road Substation S Site Study Project Area Map 10.11.24
3. Sole - Emergency Source Form - Sub S Site Study-Bly Rd 10.3.24
4. IPL Substation S Feasibility Proposal - Rev 1
5. Burns & McDonnell Schedule of Hourly Professional Service Billing Rates

**CONTRACT FOR
PROFESSIONAL SERVICES**

This contract, made by and between the City of Independence, Missouri (hereinafter called City) and, Burns & McDonnell Engineering Company, Inc. a Missouri Corporation (hereinafter called Consultant).

WITNESSETH:

WHEREAS, City requires consulting services for Substation S Bly Road site studies and, WHEREAS, consultant is prepared to provide said professional services and shall give consultation and advice to City during the performance of said services; NOW THEREFORE, City and Consultant in consideration of the mutual covenants contained in this contract, agree as follows:

ARTICLE 1 – EFFECTIVE DATE

The effective date of this contract shall be November 18, 2024.

ARTICLE 2 – SERVICES TO BE PERFORMED BY CONSULTANT

Consultant shall perform the services set forth in the documents attached hereto and made a part of this contract, which include one or more of these documents: Request for Proposals, scope of work, statement of work, consultant's proposal, and pricing. (See attached Consultant's proposal dated October 3, 2024).

ARTICLE 3 – PERIOD OF SERVICE

The services shall be completed by June 30, 2025.

ARTICLE 4 – COMPENSATION

For services performed, the City shall pay the consultant, an amount not to exceed \$164,187.00.

Regular (e.g. monthly) invoices shall be submitted by the Consultant to the City for payment of services performed and expenses incurred during the preceding month. Invoices shall indicate the hours expended for each individual person, the total labor billing, and a summary of other expenses and charges with supporting documentation.

The City's payment terms are Net 30. Payment will be made by the City within thirty (30) days of receipt of the complete invoice. The City's preferred method of payment is via City credit card with no added fees. If credit is not acceptable, payment will be made by check.

The City is exempt from State of Missouri sales and use taxes on purchases made directly for the City. Consultant shall not include any sales or use taxes on transactions between the Consultant and City.

ARTICLE 5 – PERMITS AND LICENSES

The Consultant shall procure all necessary local construction permits and licenses and a City of Independence occupation license, unless exempt under state law. Consultant will abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments in which work under this

contract is performed, and will require the same of all sub-consultants. The consultant must furnish and maintain certification of authority to conduct business in the State of Missouri.

ARTICLE 6 – OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by Consultant as part of the services shall become the property of City, provided Consultant has the unrestricted right to their use. Notwithstanding the foregoing, City accepts that any re-use of the documents or intellectual property shall be at City's sole risk and liability.

ARTICLE 7 – CHANGES, DELETIONS, OR ADDITIONS TO CONTRACT

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

ARTICLE 8 – STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a peer professional under similar circumstances. If Consultant fails to meet the foregoing standard of care, Consultant will re-perform the services which are necessary to correct failures of this standard of care, at its own cost, and without reimbursement from City. Failures to meet this standard of care shall be reported to the Consultant in writing within one (1) year from the performance of the Services. This obligation to re-perform the services is Consultant's sole obligation and City's sole and exclusive remedy with respect to defects in the quality of the services.

ARTICLE 9 – LIABILITY AND INDEMNIFICATION

Having considered the potential liabilities that may exist during the performance of this contract and the consultant's fee, and in consideration of the mutual covenants contained in the contract, City and consultant agree to allocate and limit such liabilities in accordance with this article.

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, directors, and employees against all damages, liabilities, or costs, including reasonable attorney fees and defense costs, to the extent caused by the consultant's negligent performance of professional services under this contract and that of its sub-consultants or anyone for whom the consultant is legally liable. Consultant shall indemnify City against legal liability for damages arising out of claims by consultant's employees.

Except in cases of gross negligence or willful misconduct and except to the extent such damages are otherwise covered by the insurance requirements set forth herein, in no event will either party be liable under this agreement to the other party or its affiliates for any special, indirect, consequential, including, without limitation, damages or losses in the nature of increase project costs, loss of revenue or profit, lost production, claims by customers of city, or governmental fines or penalties.

To the fullest extent permissible by law, the total liability, in the aggregate, of Consultant, its officers, directors, shareholders, employees, agents, affiliates, subcontractors and subconsultants, and any of them, to City and anyone claiming by, through or under City, for any and all claims, losses, liabilities, costs or damages whatsoever arising out of, resulting from or in any way related to the services or this Agreement, including, but not limited to, tort claims, claims of negligence (of any degree), professional errors or omissions, breach of contract, breach of warranty, indemnity claims and strict liability of

Consultant, its officers, directors, shareholders, employees, agents, subcontractors and subconsultants, and any of them, or otherwise shall not exceed the total compensation actually received by Consultant for the price of the work order which references this Agreement under which the subject services are being performed.

ARTICLE 10 – INSURANCE

Architect, Engineering, and Survey Services

The Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the materials, equipment or supplies provided to the City. The insurer(s) must be licensed for business in the State of Missouri and maintain an A.M. Best rating of no less than A: VII; or an insurer approved by the City. Each policy requires a minimum cancellation notification of at least thirty (30) days' advance written notice to the City.

(1) General Liability Insurance, with bodily injury and property damage limits of \$1,000,000 for each occurrence with a \$2,000,000 general aggregate and \$2,000,000 products and completed operations aggregate.

(2) Professional Liability or Errors and Omissions Insurance, with a limit of \$1,000,000 annual aggregate.

(3) 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.

The City is to be named as an additional insured as the City's interest may appear for the General Liability. The Consultant's insurance shall be primary and any insurance or self-insurance maintained by the City shall be excess for the City and not contribute with the coverage maintained by the Consultant.

The City shall not obtain worker's compensation insurance on behalf of the Consultant or the employees of the Consultant. The Consultant shall comply with the worker's compensation law concerning its business and its employees.

ARTICLE 11 – SHIPPING, TITLE AND RISK OF LOSS

All sales and deliveries are F.O.B. City.

ARTICLE 12 – DELAY IN PERFORMANCE

Neither City nor consultant shall be considered in default of this contract for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this contract, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restrains; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or consultant under this contract. If such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this contract.

ARTICLE 13 – TERMINATION

City may terminate or suspend performance of this contract for City's convenience upon written notice to consultant. Consultant shall terminate or suspend performance of the services on a schedule

acceptable to City. If termination or suspension is for City's convenience, City shall pay consultant for all the services performed until the date of the termination by the City or suspension expenses. If contract is restarted, an equitable adjustment shall be made to Consultant's compensation.

This contract 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 contract. The nonperforming party shall have 15 calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. In the event that funding for the contract is discontinued, City shall have the right to terminate this contract immediately upon written notice to Consultant.

ARTICLE 14 – WAIVER

A waiver by either City or Consultant of any breach of this contract shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 15 – SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this contract or the occurrence of any event rendering any portion or provision of this contract void shall in no way affect the validity or enforceability of any other portion or provision of this contract. Any void provision shall be deemed severed from this contract, and the balance of this contract shall be construed and enforced as if this contract did not contain the particular portion or provision held to be void. The parties further agree to amend this contract 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 article shall not prevent this entire contract from being void if a provision which is of the essence of this contract be determined void.

ARTICLE 16 – SUCCESSORS AND ASSIGNS

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

ARTICLE 17 – ASSIGNMENT

Neither City nor Consultant shall assign any rights or duties under this contract 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 contract.

ARTICLE 18 – THIRD PARTY RIGHTS

Nothing in this contract shall be construed to give any rights or benefits to anyone other than City and Consultant.

ARTICLE 19 – INDEPENDENT CONSULTANTS

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

ARTICLE 20 – AUDIT

Consultant agrees that the City, or a duly authorized representative, shall, until the expiration of three (3) years after final payment under this contract have access to and the right to examine and copy any pertinent books, documents, papers, records, or electronic records of the Consultant involving transactions related to this contract.

ARTICLE 21 – OWNER’S ENGINEER

Consultant is directed to rely upon information provided by or through City, without independent verification. When Consultant services require Consultant to view or observe work product prepared by the City or others working on behalf of City, the parties agree that such observation is solely for the purpose of understanding the information and work product. The review is not intended to be exhaustive and the observation was not invasive; nor is the limited review to validate, confirm, or assure another engineer’s calculations, design or efficacy, nor done as a QA/QC process, and thus should not be considered as recommendations to change design or as necessary to be implemented. Rather the limited review is solely to provide the City opinions and/or considerations that the City may or may not want to consider. No action or implementation regarding any opinion, recommendation, or observation expressed should be implemented without the involvement of the design engineer. Nothing provided herein or in any report or deliverable to City shall be interpreted by any party as Consultant taking responsibility for the design, and/or being the engineer of record or responsible charge; any comments etc., are strictly for City consideration, and may only be properly considered and incorporated into the design by the engineer of record. Consequently, the parties agree that Consultant has no duty to discover defects, deficiencies or problems that may exist in any work product that is observed.

ARTICLE 22 – EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract or purchase order, the Consultant agrees as follows: The Consultant 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 Consultant 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 Consultant 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 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin.

The Consultant will send to each labor union or representative of workers with which Consultant has a collective bargaining agreement or other contract or understanding, a notice to be provided by a contract compliance officer advising the said labor union or workers' representatives of the Consultant's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The Consultant will furnish all information and reports required by Executive 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 Consultant's noncompliance with the non-discrimination clauses of this contract or purchase order with any of the said rules, regulations, or orders, this contract or purchase order may be canceled, terminated, or suspended in whole or in part, and the organization may be declared ineligible for any further government contracts or purchase order or federally assisted contracts 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 Consultant will include the entire text of this Equal Employment Opportunity section and its subsections 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 sub-consultant or vendor. The Consultant will take such action with respect to any sub-consultant or purchase order as the City may direct as a means of enforcing such provisions, including sanctions of noncompliance; provided, however, that in the event a consultant becomes involved in, or is threatened with litigation with a sub-consultant or vendor as a result of such direction by the City, the Consultant may request the United States to enter into such litigation to protect the interest of the United States.

ARTICLE 23 – GOVERNING LAW

This contract shall be governed by the laws of the State of Missouri. The City and the Consultant agree that the performance of this contract will be deemed to have occurred in the State of Missouri and that consultant's performance under this contract will be deemed the transaction of business in Missouri. Jurisdiction and venue for any claim or cause of action arising under this contract shall be exclusively in the Sixteenth Judicial Circuit of Missouri and the Consultant submits to personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to, that court.

ARTICLE 24 – COMMUNICATIONS

Any communication required by this contract to the Consultant shall be made in writing to the authorized representative named on the completed front page or response page of the solicitation. Any communication required by this contract with the City shall be to:

Mitch Krysa, P.E.
Power Engineering Manager
Independence Power & Light
17221 E 23rd Street South
Independence, MO. 64051
mkrysa@indepmo.org
816-325-7468

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

ARTICLE 25 – SEPARATE CONTRACTS

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

ARTICLE 26 – ENTIRE CONTRACT

This contract represents the entire agreement between the City and Consultant. All previous or contemporaneous agreements, representations, promises and conditions relating the Consultant's services described herein are superseded. The RFP including the terms and conditions, the Consultant's response and written proposal, and purchase order (where applicable) shall constitute the entire contract. If these General Terms & Conditions be in conflict with any attached Special Conditions, the Special Conditions will supersede the General Terms & Conditions. In case of a discrepancy, the purchase order shall take precedence over the RFP and the RFP shall take precedence over the Consultant's response and written proposal.

ARTICLE 27 – SURVIVAL OF TERMS

The following provisions shall survive the expiration or termination of this contract for any reason: if any payment obligations exist, Article 4 – Compensation; Article 5 – Permits and Licenses; Article 9 – Liability and Indemnification; Article 14 – Waiver; Article 15 – Severability; Article 17 – Assignment; Article 19 – Independent Consultants; Article 23 – Governing Law; Article 26 – Entire Contract; and this Article 27 – Survival of Terms.

IN WITNESS WHEREOF, City and consultant, by and through their authorized officers, have made and executed this contract.

City

By: _____

Title: _____

Date: _____

Consultant

By: 

Title: Managing Director

Date: Oct-16-2024

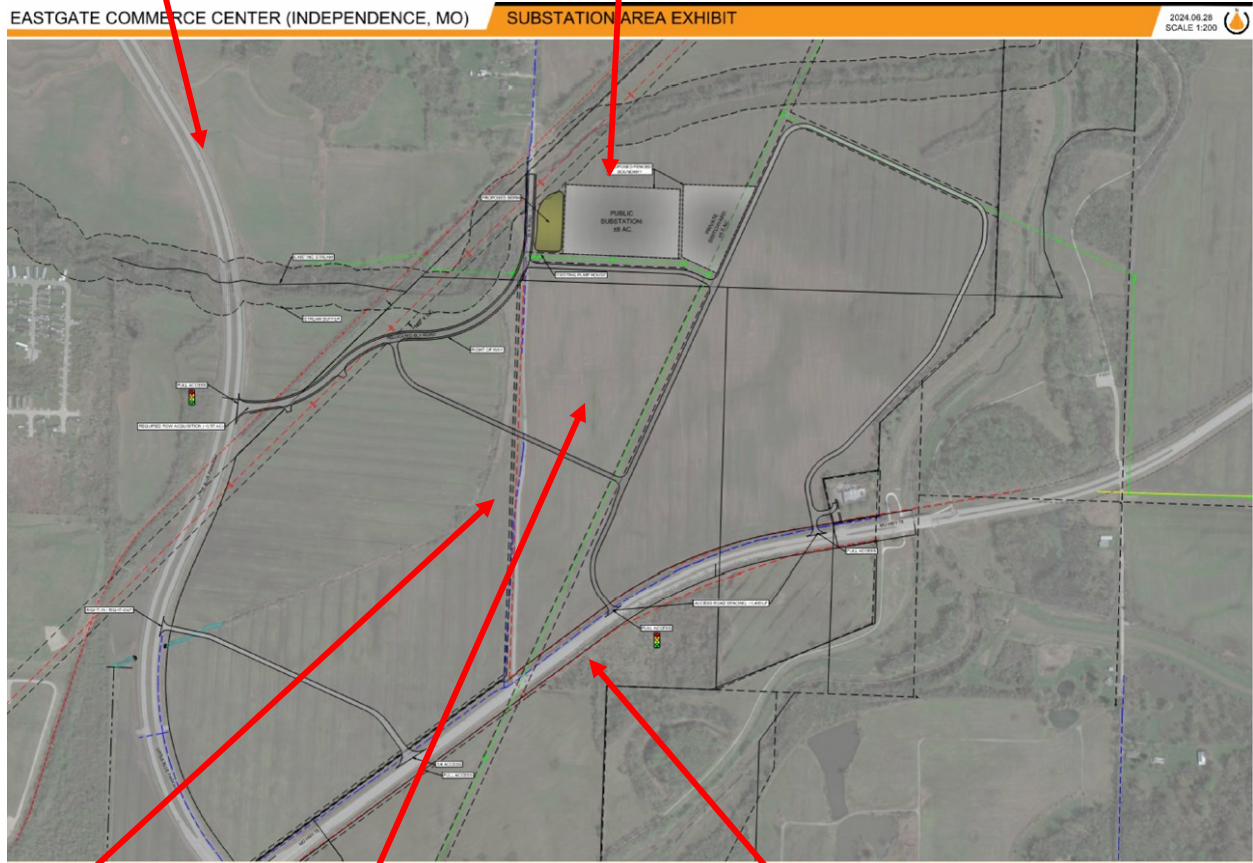
Bly Road Substation S Site Study Project Area Map

Project 202314 – Construct New Substation S

Northpoint – Eastgate Commerce Center

Little Blue Parkway

Substation Site



Bly Road

Environmental Study Area

Mo Route 78

PROCUREMENT SOURCE JUSTIFICATION

For Sole Source or Emergency Purchases Above \$10,000

A sole source is defined as: Only one vendor that possesses the unique and singularly available capability to meet the requirement of the procurement	
An emergency purchase is defined as: A purchase necessary to alleviate a situation in which there is a threat to health, welfare, or safety, and/or where time does not allow time for normal procurement procedures.	
All purchases shall follow the City of Independence Procurement Policy.	
I REQUEST THAT THE REFERENCED PURCHASE BE DECLARED A SOLE SOURCE OR EMERGENCY PURCHASE.	
Proposed supplier name and address:	Munis Vendor ID # Or attach Supplier's W-9 Form
Purchase Requisition #:	Estimated cost: \$
If this is a sole source purchase, check all that apply: ☐ Licensed or patented – supplier has a license or patent that makes them the Limited provider. ☐ One-of-a-kind – there are no competitive alternatives available on the market. ☐ Limited Distributor – Supplier is the Limited distributor for the region or municipality ☐ Compatibility – must match existing brand or equipment for compatibility. ☐ Warranty/Replacement part – for a specific brand or factory authorized warranty services. ☐ Grant – Requirements for specific goods/services established in the grant language. Attach grant for support. ☐ Unique design – must meet physical design or quality standards. ☐ Public Utility Services – Necessary adjustment of utility facilities. ☐ Other – _____	
If this is an emergency purchase, check all that apply and give a brief description of the situation: ☐ Response to a threat to health, welfare or public safety ☐ Protection of preservation of public property ☐ Major project's timeline does not allow for normal procedures in order to be completed Description – _____ _____	
STATEMENT OF NEED AND CERTIFICATION: My department's recommendation for this expenditure is based upon an objective review of the product/service required and appears to be in the best interest of the City of Independence. I know of no conflict of interest with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to source this purchase when there are other known suppliers to exist. By submitting this form to Munis, I hereby certify that this justification for procurement is accurate and complete to the best of my knowledge and belief.	
Department Head Authorization	
Name:	Department:
Signature:	Title:
City Manager Authorization (Emergency Purchases Only)	
Signature:	Date:

Mr. Mitch Krysa
Independence Power & Light
21500 E Truman Rd.
Independence, MO 64051

Re: **Proposal to Provide Engineering Consulting | 161kV NorthPoint Development Feasibility Study**

Dear Mr. Krysa,

Burns & McDonnell is pleased to provide the following proposal for professional engineering consulting and preparation of a feasibility report for the installation of a 161/69/13.8kV substation intended to provide electrical power for the proposed NorthPoint Development's project "Eastgate Commerce Center."

There are several differentiating factors that we believe make Burns & McDonnell the right choice:



Focused on your objectives: Our goal is long-term client relationships and make you successful; we strive to be a valued extension of your team providing quality services throughout the life of the projects we deliver for you.



Specialized Experience: By choosing Burns & McDonnell as your technical consultant, we will assign a team of highly experienced engineers to support your project. Our team has significant experience with substation and transmission line design at various voltage levels and configurations.



Local Firm with Deep Roots in Community: Just like you, we call Kansas City home and have since 1898. We have over 3,000 Burns & McDonnell employee-owners at our world headquarters in Kansas City to give IPL a consistent and close-by partner bringing decades of lessons learned, ideas, and tools for your success.

Terms and Conditions: Burns & McDonnell proposes to complete these services on a time and material basis in accordance with rate sheet BMR24-10 and under the proposed agreement for Professional Services dated November 18th, 2024. The proposed not-to-exceed fee to complete these services is **\$164,187**. Proposal will be billed on a time and material basis and is an estimate to complete the work however is not a Guaranteed Maximum. If additional authorization is necessary, Burns & McDonnell will request the additional authorization from the City prior to commencing work.

We appreciate this opportunity to be of service to Independence Power and Light. If you have any questions, please do not hesitate to contact Adam Mummert at (816) 349-6867 and Chase Schaben at (816) 509-0177.

Sincerely,



Adam Mummert, PE
Account Manager
1898 & Co.

Michael Lombardo
Managing Director
Transmission & Distribution Services

PROPOSAL FOR ENGINEERING CONSULTING

CITY OF INDEPENDENCE MISSOURI: 161/69/13.8KV NORTHPOINT DEVELOPMENT FEASIBILITY STUDY – REV 1

OCTOBER 3RD, 2024

ESTIMATED COMPENSATION

The estimated compensation breakdown that is required to complete the scope as described is **\$164,187**.

PROJECT APPROACH

The Consultant has developed the following approach for the execution of the project:

Project Meetings and Administration

Project Status Meetings and Site Visit

A project kickoff meeting will be scheduled with the City shortly after the notice to proceed is received to discuss project expectations and assumptions. The Consultant intends to maintain regular communication with the City regarding project updates via phone calls, meetings, and emails to meet the expectations of the project. The Consultant has assumed 24 total hours for substation, environmental, and transmission line resources to provide project updates through meetings, phone calls, and emails.

Engineering

Feasibility Report

The Consultant will prepare a feasibility report to detail the following information:

- ▶ Key Design Inputs
 - Industry Standards
 - City Standards
 - Documented City Preferences
 - Preferred Vendors
 - Specified Equipment in the design
- ▶ Constraints
 - Substation
 - Transmission Line
 - Environmental & Permitting
 - The defined parcel(s)
- ▶ Structure Configurations
- ▶ Substation land usage compared with defined parcel

One (1) route per line and one (1) site layout will be provided.

Transmission Line

The Consultant will utilize PLS-CADD to provide a preliminary layout for the new single circuit 69kV tap and double circuit 161kV cut-in to the proposed preliminary substation. The PLS-CADD model will utilize publicly available topographic data (unless existing survey is provided by the client upon notice to proceed). The preliminary plan and profile will assume the following structure geometries will be utilized in design:

- ▶ One (1) 69kV single circuit tangent horizontal line post
- ▶ One (1) 69kV single circuit vertical double dead-end
- ▶ One (1) 161kV double circuit monopole with davit arms & I-string suspension insulators

PROPOSAL FOR ENGINEERING CONSULTING

(continued)

- ▶ One (1) 161kV double circuit monopole dead-end structure with davit arms

The Consultant assumes the 69kV structures and the 161kV structures will be direct embed weathered steel poles. As a part of the preliminary layout, no consideration is being given to foundation or guy/anchor systems. The Consultant assumes the structures on the existing 69kV and 161kV lines can be tied into and have adequate capacity. The City provided the Consultant with a preliminary development map (see Appendix A) and possible substation location markup. Only one (1) route per line will be modeled as a part of this effort.

Substation

The Consultant will utilize Autodesk CAD software to provide a preliminary design layout for a 161/69/13.8kV substation to be used for the substation scoping phase of the project. As a deliverable, the Consultant will estimate the land usage for the substation compared with the land area available as shown in Appendix A. The Consultant will utilize a 750kV BIL rating for the 161kV equipment and 350kV BIL for the 69kV equipment at the substation. Appendix B of this proposal outlines the layout and equipment to be incorporated into a preliminary design layout. The preliminary design layout will include the following major substation equipment above grade items and associated structures:

- ▶ 161kV ring bus orientation with the following equipment:
 - Four (4) 161kV SF6 insulated dead-tank circuit breakers
 - Ten (10) 161kV disconnect switches
 - Three (3) 161kV single circuit dead-end structures
 - Room for one (1) future 161kV line position and its associated breakers/disconnect switches
- ▶ One (1) 161/69kV transformer
- ▶ Four (4) bays of 69kV in a breaker-and-a-half orientation
 - Thirteen (13) 69kV SF6 insulated dead-tank circuit breakers
 - Twenty-five (25) 69kV disconnect switches
 - One (1) 69kV Capacitor Bank
- ▶ Four (4) 69/13.8kV transformers
- ▶ Two (2) Switchgear Enclosures
- ▶ One (1) Control Enclosure
- ▶ Preliminary station fence and drive entrance
- ▶ Preliminary site grading design to include approximate substation cut/fill and disturbance limits
- ▶ High level estimates for the engineering, procurement, and construction of the Phase 1 substation buildout and the full substation buildout as delineated in Appendix B
- ▶ Land estimated usage compared with plot of land specified in Appendix A

The City provided the Consultant with a preliminary development map and an intended substation location, which can be viewed in Appendix A.

PROPOSAL FOR ENGINEERING CONSULTING

(continued)

Environmental

Desktop Environmental Constraints Review

The Consultant will complete a Desktop Environmental Constraints Review of the environmental conditions within the Project Survey Area depicted on the figure provided in Appendix C. The Project Survey Area is estimated to be approximately 63 acres. This review will include publicly available data to identify significant environmental and cultural resources, utility, and transportation rights-of-way (ROWs), and public lands. The Consultant will review current and historical aerial photography, GIS data including soil data and U.S. Geological Survey (USGS) mapping. Additional reviews will be made of applicable agency databases, including the Missouri State Historic Preservation Office, U.S. Fish and Wildlife Service, U.S. EPA, FEMA, and municipal agencies.

The Consultant will develop a Memorandum of Findings and Permitting Matrix based on the results of the Desktop Environmental Constraints Review. The Memorandum of Finding will briefly summarize the result of the desktop review and will include figures depicting digitally available resource data. The Permitting Matrix will identify the required permits, regulating agencies, points of contact, authorization timelines, and progress tracking. The Consultant will prepare the draft Memorandum of Finding and Permitting Matrix and provide it to IPL for one iteration of review and consolidated comments, one month prior to field surveys (estimated 3/6/2025).

Wetland Delineation and Reporting

The Consultant will review the Survey Area to identify topography, hydric soils, vegetative cover, and the potential presence of wetlands or other waters of the US. This review will involve downloading and reviewing available GIS data for the Project site, including applicable 7.5-minute topographic maps, National Wetland Inventory (NWI) maps, county soil surveys, Soil Survey Geographic (SSURGO) digital data, and available aerial photography.

The Consultant will complete a site visit consisting of a pedestrian survey by a two-person team comprised of a wetland scientist paired with a species biologist. The team will use a global positioning system (GPS) unit to identify wetlands or other water bodies that may be present and to record the locations and boundaries of such areas. Identification of potential jurisdictional waters would be based upon the routine determination methodology published in the 1987 Corps of Engineers Wetland Delineation Manual (1987 Manual) and the Regional Supplement to the 1987 Manual: Midwest Region, Version 2.0. Hydrologic connections of surface waters and the presence of isolated waters will be determined and documented.

After completion of the field survey efforts, the Consultant will compile and review the collected data denoting locations and boundaries of delineated wetlands and other water bodies within the Survey Area. This data will be provided to IPL as Geographic Information Systems (GIS) shapefiles and/or Google Earth compatible files (KMZs) within two weeks of the completion of mobilization.

The Consultant will complete a letter report to document this wetland delineation effort. This wetland delineation letter report will include discussions of background data, survey methodology, updated results, and jurisdictional recommendations based on the most recent regulatory guidance. Figures will be prepared to incorporate the background data and to illustrate the location and extent of the identified water features. Additionally, routine

PROPOSAL FOR ENGINEERING CONSULTING

(continued)

wetland determination data forms (from the Regional Supplement) and photographs of the Project delineation will be included. The Consultant will prepare the draft report and provide it to IPL for one iteration of review and consolidated comments, one month following completion of surveys (estimated 5/1/2025). Following incorporation of those comments, an electronic copy of the report and associated data files will be provided to IPL.

Protected Species Habitat Assessment

The Consultant biologists will review available online data from the Missouri Department of Conservation (MDC) and the U.S. Fish and Wildlife Service (USFWS) specific to protected species or habitats that may be within the Project vicinity. The USFWS Information for Planning and Consultation (“IPaC”) online database will be utilized to identify the federally listed species potentially present within the Survey Area. To identify state-protected species concerns within the Project vicinity, the Consultant will use MDC county list data.

A protected species habitat assessment will be conducted concurrent with the wetland survey detailed above. During the pedestrian, qualitative habitat assessment, the Survey Area will be evaluated to determine if activities could potentially impact species or associated habitats protected by the Endangered Species Act (ESA), Migratory Bird Treaty Act (MBTA), Bald and Golden Eagle Protection Act (BGEPA), or state protected species statutes. Protected species and/or critical habitat encountered will be identified and recorded using a GPS unit.

The Consultant will prepare a Habitat Assessment Report for the Project summarizing the potential suitable habitat for protected species that may occur in the Survey Area and could be affected by the Project. The report will include discussions of background data, summary of habitat types, results of the field investigation, and natural color photographs. Figures will be prepared that incorporate the background data, illustrate the location and extent of any identified suitable habitat for protected species, areas of marginal habitat for wildlife species, and areas where habitat for wildlife is not likely to be present. The Consultant will prepare the draft report and provide it to IPL for one iteration of review and consolidated comments, one month following completion of surveys (estimated 5/1/2025). Following incorporation of those comments, an electronic copy of the report and all associated data files will be provided to IPL.

Cultural Resources Survey

The Project site will be reviewed in the cultural resources database maintained by the Missouri Department of Natural Resources (MDNR). In addition, federal databases will be reviewed including the National Register of Historic Places, the National Historic Trails database, the National Historic Battlefield database, and the General Land Office records.

A cultural resources site survey will be conducted for the Project Survey Area. The survey will meet or exceed the archaeological survey standards established by the Missouri State Historic Preservation Office. Research shows this area was part of the Osage Nation’s ancestral territory. In these locations, the Osage Nation is expected to be an interested party under Section 106 and to review the Project. The Consultant anticipates that the Osage Nation will request that archaeological survey meets their standards of shovel tests every 30 meters regardless of ground surface visibility. Portions of the Project with less than 25 percent ground surface visibility will be subject to

PROPOSAL FOR ENGINEERING CONSULTING

(continued)

shovel testing at 30-meter intervals. Areas with less than 25 percent ground surface visibility will be investigated through the excavation of shovel tests every 15 meters. However, areas that are inundated or are delineated as wetlands, contain exposed bedrock, or are excessively sloped, will not be shovel tested. These locations will be covered by pedestrian survey with transects spaced at 5-meter intervals. If artifacts are identified on the ground surface, they will be delineated by additional close interval pedestrian survey. Positive shovel tests will be delineated by additional tests at the cardinal directions until two consecutive negative tests are reached. Due to the depth of soils, auger tests may be necessary in some locations. No more than two auger tests will be completed. Archaeological sites will be recorded on State of Missouri Archaeological Site Forms. Historic resources will be photographed and subsequently evaluated by a qualified architectural historian.

The Consultant will prepare a report to document the cultural resources survey. The cultural resources survey report will include summaries of the background review, cultural histories, environmental background, survey methodology, survey results, and avoidance recommendations. Figures will be prepared to incorporate the background data and to illustrate the location and extent of any identified cultural resources. Additionally, State of Missouri Archaeological Site Forms and photographs documenting the survey, and any recorded sites will be included. A draft version of the report will be provided to IPL for review and one round of consolidated comments, one month following completion of surveys (estimated 5/1/2025). Once the comments are received from IPL, the report will be finalized and provided electronically to IPL.

Limited Scope Phase I ESA

To meet the objectives of the Project, the Consultant will conduct a limited environmental review of the Project Survey Area depicted on the figure provided in Appendix C. Although certain aspects of the ASTM International (ASTM) E1527 Standard Practice for Phase I Environmental Site Assessments are included in this scope, the results of this review do not fully meet the requirements of the ASTM Standard Practice E1527 or the All Appropriate Inquiries (AAI) regulation as codified at 40 Code of Federal Regulations (CFR) 312. Freedom of Information Act (FOIA) and Sunshine Requests will not be submitted for additional records. The Consultant will not be conducting landowner interviews, or the environmental lien and activity and use limitation (AUL) search.

A site visit will be conducted in which observations will be made in relation to the current use and condition of the Project Survey Area properties. Photographs will be taken for inclusion in the final letter report. The Consultant will obtain environmental database information from Environmental Data Resources (EDR), a commercial provider of that service. The Consultant will provide EDR the Project Survey Area and ask EDR to use it as the basis of its search radius. Accordingly, the search distances shown on the radius maps may not be actual distances from the Site. Government databases will be searched in accordance with ASTM Standard Practice E1572-21.

The Consultant will also access the MDNR Environmental Site Tracking and Research Tool (E-Start). E-Start is an online interactive map that provides information about site investigations and cleanups. The map contains information for the following types of sites in Missouri: Hazardous Waste Treatment, Storage and Disposal Facilities; Brownfields/Voluntary Cleanup Program; Brownfield Assessments; Petroleum and Hazardous Substance Storage Tank Facilities. The Consultant will search the E-Start database using the Project Survey Area.

PROPOSAL FOR ENGINEERING CONSULTING

(continued)

The Consultant will prepare a letter report to document the results of the limited environmental desktop review. A draft version of the letter report will be provided to IPL for review and one round of consolidated comments, one month following completion of the site visit (estimated 5/1/2025). Once the comments are received from IPL, the letter report will be finalized and provided electronically to IPL.

Project Estimates

The Consultant will develop two (2) cost estimates as part of the proposed evaluation. The first estimate will include the approximate land required and construction costs for the phase one substation and transmission line equipment, see Appendix B for phase one equipment. The second estimate will include the approximate land required and construction costs for a fully built out substation containing transmission lines and substation equipment outlined in Appendix B. The transmission line estimate will be based on the conceptual structure material, framing, foundation, and hardware dictated by the City. The substation estimate will be based on the equipment and design outlined in the Substation section of this document.

Estimates and projections prepared by the Consultant relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, land area requirements, and operating results related to construction or installation to be undertaken by the City or its separate contractors are based on the Consultant's experience, qualifications, and judgment as a design professional. Since the Consultant has no control over weather, cost and availability of labor, material and equipment, labor productivity, unavoidable delays, competitive bidding or market conditions, and other factors affecting such estimates or projections, the Consultant does not guarantee that actual rates, costs, performance, schedules, and other results will not vary from estimates and projections prepared by the Consultant. The Consultant does not guarantee the exact land area required for the project due to unknown subsurface conditions. The provided cost estimates will meet an accuracy level of Association for the Advancement of Cost Engineering (AACE) Class 4.

Deliverables Summary

161/69/13.8kV Substation and 69/161kV Transmission Line Feasibility Report

The Consultant will provide a report detailing the following:

- ▶ Key Design Inputs including design assumptions
- ▶ One (1) Preliminary Substation Layout
- ▶ Land Usage compared with Defined Parcel (See Appendix A)
- ▶ One (1) One-Line drawing detailing the planned 161kV, 69kV and 13.8kV electrical equipment for the proposed substation site.
- ▶ One (1) Preliminary Transmission Line Plan & Profile
- ▶ Four (4) Conceptual Framing Drawings
- ▶ High level estimates for the engineering, procurement, and construction of the Phase 1 substation buildout and the full substation buildout as delineated in Appendix B
- ▶ Environmental Constraints Review Memorandum of Findings
- ▶ Permitting Matrix

PROPOSAL FOR ENGINEERING CONSULTING

(continued)

- ▶ Limited Scope Phase I ESA Report
- ▶ Wetland Delineation Report and associated Geospatial Data Files
- ▶ Habitat Assessment Report
- ▶ Cultural Resources Survey Report

REQUIRED INFORMATION

The Consultant has identified key inputs to the engineering design process which must be supplied in a timely manner (as identified in the schedule) to meet the deliverable dates provided in this proposal. The Consultant team has identified external inputs but acknowledges that additional items may surface during execution of the project. All additional information requests, including impact on fee and schedule, will be coordinated directly with the City.

REQUIRED INFORMATION
Parcel numbers defining the available “sub site” property from Appendix A
Existing 161kV Line Plan & Profile
See Environmental ESA Phase I Assumptions & Clarifications
Existing PLS-CADD Model (if available)

PROJECT ORGANIZATION

The Consultant proposes the following organizational structure of key personnel and resources for the execution of the project. Resumes are available upon request.

- ▶ Adam Mummert, PE – Account Manager
- ▶ Chase Schaben, PE, MBA – Substation Lead Engineer (Engineer of Record), Project Manager
- ▶ Lauren Gehrke – Substation Installation Designer
- ▶ Quinton Jones – Substation Civil Engineer
- ▶ Jeffrey Phillips – Substation Installation Quality Control
- ▶ Michael Kruse – Transmission Lead Engineer, Quality Control
- ▶ Matthew Lemke – Transmission Lead Designer
- ▶ Jose Olvera Cortes – Transmission Line Engineer
- ▶ Emily Powell, PE – Transmission Line Engineer of Record
- ▶ Dan Schertz, CPESC – Environmental and Permitting Coordinator
- ▶ Rick Comer – Phase I ESA Lead
- ▶ Craig Moranz – Estimator
- ▶ Ramiro Besada – Estimating Section Manager

PROPOSAL FOR ENGINEERING CONSULTING

(continued)

SCHEDULE

Below is a list of deliverables for the project and the estimated completion dates.

DELIVERABLE	DATE
<i>Notice to Proceed (First Authorization)</i>	<i>11/18/24</i>
<i>Required Information from City (see Required Information section above for details)</i>	<i>12/19/24</i>
<i>Environmental Desktop Review Completion</i>	<i>03/06/25</i>
<i>Environmental Field Survey Start</i>	<i>04/01/25</i>
<i>Initial Feasibility Report Issued for Review (Engineering, Environmental and Project Estimates)</i>	<i>05/01/25</i>
<i>Client Comments on Report</i>	<i>05/22/25</i>
<i>Feasibility Report – Final Issue</i>	<i>06/05/25</i>

PROPOSAL FOR ENGINEERING CONSULTING

(continued)

ASSUMPTIONS & CLARIFICATIONS

The Consultant is committed to a flexible approach that meets the needs of the project. A thorough review of the project scope will be an important part of the kickoff meeting to confirm the assumed scope of work meets the needs of the project and City's expectations.

If additional tasks are identified, these services can be incorporated with a change request. However, to complete the scope as proposed the following assumptions and clarifications apply.

1. The Consultant shall rely upon the information provided by City in the preparation of this proposal and for project execution. Information provided by City is assumed to be complete, accurate, and assumed to meet the system performance criteria for the project without independent verification.
2. The Substation section of this document outlines the equipment to be shown on a preliminary plan view with the intention to show typical substation area requirements. The substation portion of this proposal does not include the following design efforts, this list is not exhaustive:
 - Development of specifications
 - Stormwater Design and Calculations
 - Below grade material/equipment
 - Erosion Control
 - Landscaping
 - Community Approval packages
 - Distribution circuits exiting the proposed substation site location
 - Geotechnical Evaluation and Design
 - Structure Design
 - Oil Containment Design
 - Substation relay and communication scope
 - Field Survey or Permitting
3. The transmission line portion of this project will provide conceptual information on the plan & profiles with the intention to show preliminary spacing and positioning of structures. The transmission line portion of this proposal does not include the following design efforts, this list is not exhaustive:
 - Electrical Studies
 - Field Survey or Permitting
 - Geotechnical evaluation
 - Community Approval packages
 - Hardware development
 - Aerial obstacles outside of the publicly available information
 - Foundation Design

Significant assumptions for the Limited Scope Phase I ESA task:

1. The Project Survey Area is approximately 63 acres in size and is identified on the figure in Appendix C. Changes to the Survey Area, including addition or subtraction of land, will require a cost adjustment.
2. The results of this review do not fully meet the requirements of the ASTM Standard Practice E1527 or the All Appropriate Inquiries (AAI) regulation as codified at 40 Code of Federal Regulations (CFR) 312
3. The Phase I site visit and local records searches can be completed within a single day.
4. The final letter report will be provided to IPL in electronic format only (as .pdf).

PROPOSAL FOR ENGINEERING CONSULTING

(continued)

5. The limited environmental desktop review will include no inquiry with respect to controlled substances, environmental compliance, radon, methane, asbestos, lead paint, mold, wetlands, emerging contaminants, or vapor intrusion.
6. No party other than IPL is permitted by the Consultant to rely on this instrument of the Consultant.
7. IPL shall place at the Consultant's disposal all information pertinent to the Scope of Services on this Project, including previous reports and any other data relative thereto. Information provided by IPL or others regarding current or previous site conditions, materials, contamination, or other relevant data will be accepted as accurate without independent verification.

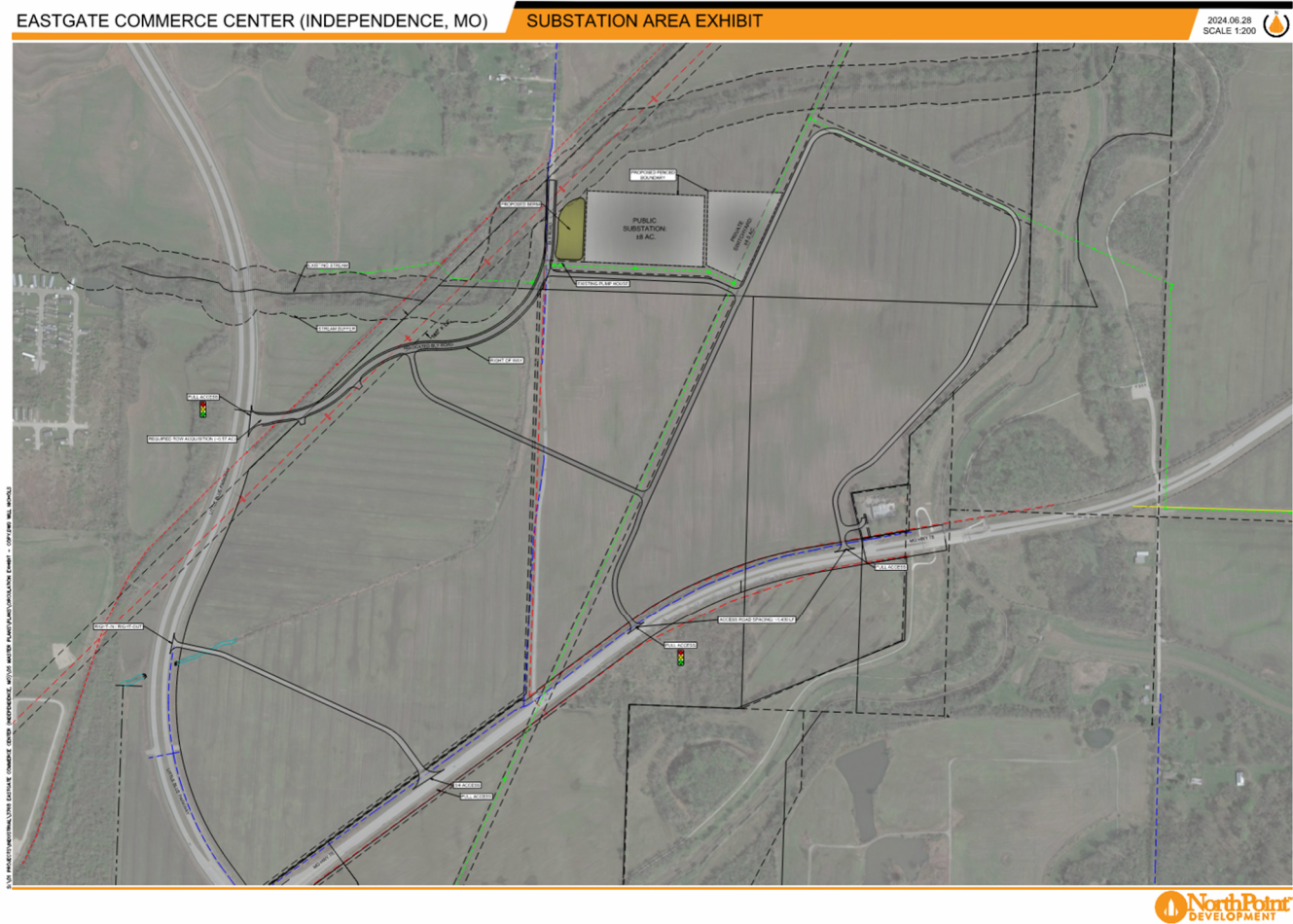
Significant assumptions for the Wetlands, Habitat, and Cultural Resource tasks:

1. No more than 63 acres will require cultural resources pedestrian survey.
2. No more than 63 acres will require shovel testing.
3. No more than 300 shovel tests will be completed.
4. No more than 2 auger tests will be required.
5. No artifacts will be collected; artifacts will be documented in the field.
6. If collection and/or removal of artifacts is required, written and signed authorization from the landowner to remove artifacts from their property must be obtained by IPL and provided to the Consultant.
7. No more than 2 archaeological sites will need to be recorded with no more than 50 artifacts per site.
8. No staking or marking of wetland boundaries is included in this proposal.
9. Species-specific surveys and protected species mitigation are not included in this scope of work.
10. There are no weather delays causing demobilization.
11. One mobilization is included in this proposal.
12. Agency coordination and permitting is not included in this proposal.
13. IPL will provide access to the Survey Area; it is anticipated that access to 100 percent of the Survey Area will be provided prior to mobilization.
14. IPL will place at the Consultant's disposal all available information pertinent to the scope of services on this Project, including previous reports and any other data relative thereto. The Consultant shall rely on information made available by IPL as accurate without independent verification.

PROPOSAL FOR ENGINEERING CONSULTING

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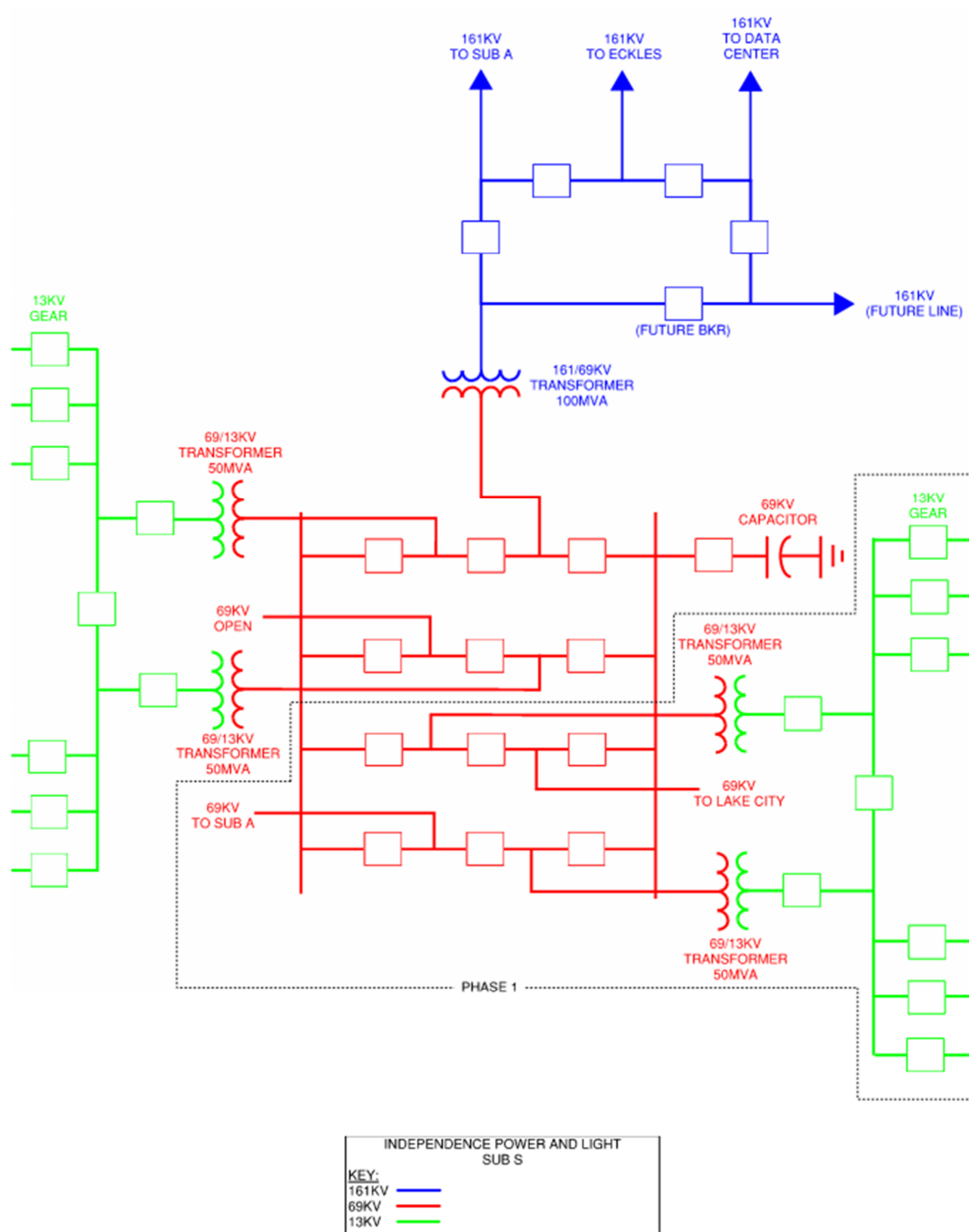
APPENDIX A – PRELIMINARY DEVELOPMENT MAP



PROPOSAL FOR ENGINEERING CONSULTING

(continued)

APPENDIX B – PRELIMINARY SUBSTATION LAYOUT



PROPOSAL FOR ENGINEERING CONSULTING

(continued)

APPENDIX C – PHASE I AND ENVIRONMENTAL CONSTRAINTS REVIEW SURVEY AREA



Schedule of Hourly Professional Service Billing Rates

Position Classification	Classification Level	Hourly Billing Rate
General Office *	5	\$84.00
Technician *	6	\$105.00
Assistant *	7	\$128.00
	8	\$175.00
	9	\$209.00
Staff *	10	\$241.00
	11	\$264.00
Senior	12	\$299.00
	13	\$324.00
Associate	14	\$331.00
	15	\$333.00
	16	\$335.00
	17	\$339.00

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
4. A charge will be applied at a rate of \$9.95 per labor hour for technology usage, software, hardware, printing & reprographics, shipping and telecommunications. Specialty items are not included in the technology charge.
5. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
6. The services of contract/agency and/or any personnel of a Burns & McDonnell parent, subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to issue a purchase order to Brotcke Well and Pump, Inc. in the amount of \$640,281.00, for Well Rehabilitation at the Courtney Bend Water Treatment Plant for the Water Division of the Municipal Services Department.

Recommendations:

Council approval to issue a purchase order.

Background:

This project is to rehabilitate, maintain, and repair five of the water supply wells at the Courtney Bend Water Treatment Plant. The Municipal Services Department operates forty-four vertical wells which supply raw water to the Courtney Bend WTP. In order to sustain operational capacity, these wells require timely maintenance and rehabilitation; cleaning the wells and repairing mechanical and electrical components. Without this work, the potential for unanticipated equipment failures increases and the water supply capacity of the wells is decreased. During peak demand, all forty-four wells are needed.

The Procurement Office of the Finance and Administration Department issued Invitation to Bid ("ITB") #24050 on September 24, 2024. The ITB was publicly available through the City's e-bidding service provider, Public Purchase. 669 potential bidders were notified of the ITB, 41 accessed the ITB.

The City received one bid in response to ITB #24050. Upon review by Municipal Services Staff, it was determined the bid submitted by Brotcke Well and Pump, Inc. met the requirements specified, and to be lowest, best bid received. Brotcke Well and Pump, Inc. appear to possess the necessary capability and capacity to successfully perform the work required.

This project is budgeted line item in the Municipal Services' FY24-25 operating budget.

Approval of this item shall authorize change orders up to a total of ten (10) percent of the authorized amount for each order, provided appropriations are available.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$640,281.00. Funding for Well Rehabilitation at the Courtney Bend Water Treatment Plant is included in the fiscal year 2024-25 proposed budget, page 192, account number (0404815- 5212), Maintenance Services.

Council Action:

Department / Contact	Municipal Services /
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REVIEWERS

Lisa Reynolds
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Courtney Bend Water Plant - 14700 Cement City Road, Sugar Creek, MO - Google Map
2. Bid Tab - ITB#24050 - CBWTP Well Rehab Project

Google Maps Google Maps



Imagery ©2015 Google, Map data ©2015 Google 200 ft

Invitation To Bid #24050 - Courtney Bend Water Treatment Plant Well Rehabilitation
 Bid Closing Date - October 18th, 2024

Vendor					* Brotcke Well & Pump Inc. *	
Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price
Well 2-A	Well 2-A rehabilitation	Provide for all workmanship, expertise, equipment, materials, and services required and as specified to restore Well 2-A to optimal condition. The total line item construction cost submitted shall be a summation of the sub-line item pricing providing by the Bidder, utilizing the price submission form applicable.	1	Lump Sum	\$117,685.00	\$117,685.00
Well 3-A	Well 3-A rehabilitation	Provide for all workmanship, expertise, equipment, materials, and services required and as specified to restore Well 3-A to optimal condition. The total line item construction cost submitted shall be a summation of the sub-line item pricing providing by the Bidder, utilizing the price submission form applicable.	1	Lump Sum	\$117,685.00	\$117,685.00

Invitation To Bid #24050 - Courtney Bend Water Treatment Plant Well Rehabilitation
 Bid Closing Date - October 18th, 2024

Vendor					* Brotcke Well & Pump Inc. *	
Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price
Well 30	Well 30 rehabilitation	Provide for all workmanship, expertise, equipment, materials, and services required and as specified to restore Well 30 to optimal condition. The total line item construction cost submitted shall be a summation of the sub-line item pricing providing by the Bidder, utilizing the price submission form applicable.	1	Lump Sum	\$117,685.00	\$117,685.00
Well 7	Well 7 rehabilitation	Provide for all workmanship, expertise, equipment, materials, and services required and as specified to restore Well 7 to optimal condition. The total line item construction cost submitted shall be a summation of the sub-line item pricing providing by the Bidder, utilizing the price submission form applicable.	1	Lump Sum	\$91,923.00	\$91,923.00

Invitation To Bid #24050 - Courtney Bend Water Treatment Plant Well Rehabilitation
 Bid Closing Date - October 18th, 2024

Vendor					* Brotcke Well & Pump Inc. *	
Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price
Well 5-A	Well 5-A rehabilitation	Provide for all workmanship, expertise, equipment, materials, and services required and as specified to restore Well 5-A to optimal condition. The total line item construction cost submitted shall be a summation of the sub-line item pricing providing by the Bidder, utilizing the price submission for applicable.	1	Lump Sum	\$91,923.00	\$91,923.00
Line Item No. 6 (1)	6 inch diameter x 21 feet long threaded submersible pump - Optional adder item	6 inch diameter x 21 feet long threaded submersible pump sch. 40 carbon steel column pipe with 6 inch API carbon steel threaded couplings coated as specified herein	1	Unit	\$1,015.00	\$1,015.00
Line Item No. 6 (2)	8 inch diameter x 21 feet long threaded submersible pump - Optional adder item	8 inch diameter x 21 feet long threaded submersible pump sch. 40 carbon steel column pipe with 8 inch API carbon steel threaded couplings coated as specified herein.	1	Unit	\$1,365.00	\$1,365.00

Invitation To Bid #24050 - Courtney Bend Water Treatment Plant Well Rehabilitation
 Bid Closing Date - October 18th, 2024

Vendor					* Brotcke Well & Pump Inc. *	
Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price
Line Item No. 6 (3)	10 inch diameter x 21 feet long threaded submersible pump - Optional adder item	10 inch diameter x 21 feet long threaded submersible pump sch. 40 carbon steel column pipe with 10 inch API carbon steel threaded couplings coated as specified herein.	1	Unit	\$2,188.00	\$2,188.00
Line Item No. 6 (4)	12 inch diameter x 21 feet long threaded submersible pump - Optional adder item	12 inch diameter x 21 feet long threaded submersible pump sch. 40 carbon steel column pipe with 12 inch API carbon steel threaded couplings coated as specified herein.	1	Unit	\$3,675.00	\$3,675.00
Line Item No. 6 (5)	6 inch diameter API threaded carbon steel coupling - Optional adder item	6 inch diameter API threaded carbon steel coupling coated as specified herein.	1	Unit	\$210.00	\$210.00
Line Item No. 6 (6)	8 inch diameter API threaded carbon steel coupling - Optional adder item	8 inch diameter API threaded carbon steel coupling coated as specified herein.	1	Unit	\$280.00	\$280.00

Invitation To Bid #24050 - Courtney Bend Water Treatment Plant Well Rehabilitation
 Bid Closing Date - October 18th, 2024

Vendor					* Brotcke Well & Pump Inc. *	
Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price
Line Item No. 6 (7)	10 inch diameter API threaded carbon steel coupling - Optional adder item	10 inch diameter API threaded carbon steel coupling coated as specified herein.	1	Unit	\$456.00	\$456.00
Line Item No. 6 (8)	12 inch diameter API threaded carbon steel coupling - Optional adder item	12 inch diameter API threaded carbon steel coupling coated as specified herein.	1	Unit	\$560.00	\$560.00

Invitation To Bid #24050 - Courtney Bend Water Treatment Plant Well Rehabilitation
 Bid Closing Date - October 18th, 2024

Vendor					* Brotcke Well & Pump Inc. *	
Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price
Line Item No. 6 (9)	8 inch diameter x 10 feet long section of 1-3/16 inch diameter shafting x 2 inch diameter tubing sch. 40 carbon steel vertical turbine column pipe assembly. - Optional adder item	8 inch diameter x 10 feet long section of 1-3/16 inch diameter shafting x 2 inch diameter tubing sch. 40 carbon steel vertical turbine column pipe assembly. With combination couplings or brass drop in spiders - no "black widow" spiders. Column pipe shall be coated as specified herein. Lineshafting shall be carbon tool steel threaded and coupled, shaft tubing shall be carbon steel with bronze bushings threaded and coupled and coated on the exterior surface as specified herein.	1	Unit	\$1,689.00	\$1,689.00

Invitation To Bid #24050 - Courtney Bend Water Treatment Plant Well Rehabilitation
 Bid Closing Date - October 18th, 2024

Vendor					* Brotcke Well & Pump Inc. *	
Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price
Line Item No. 6 (10)	10 inch diameter x 10 feet long section of 1-1/2 inch diameter shafting x 2-1/2 inch diameter tubing sch. 40 carbon steel vertical turbine column pipe assembly. - Optional adder item	10 inch diameter x 10 feet long section of 1-1/2 inch diameter shafting x 2-1/2 inch diameter tubing sch. 40 carbon steel vertical turbine column pipe assembly. With combination couplings or brass drop in spiders - no "black widow" spiders. Column pipe shall be coated as specified herein. Lineshafting shall be carbon tool steel threaded and coupled, shaft tubing shall be carbon steel with bronze bushings threaded and coupled and coated on the exterior surface as specified herein	1	Unit	\$2,592.00	\$2,592.00

Invitation To Bid #24050 - Courtney Bend Water Treatment Plant Well Rehabilitation
 Bid Closing Date - October 18th, 2024

Vendor					* Brotcke Well & Pump Inc. *	
Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price
Line Item No. 6 (11)	Submersible motor coupled turbine pump bowl assembly matching the existing design point of well no. 7 that meets or exceeds the conditions and efficiency of the existing assembly. - Optional adder item	Submersible motor coupled turbine pump bowl assembly matching the existing design point of well no. 7 that meets or exceeds the conditions and efficiency of the existing assembly. Pump bowls shall be cast iron coated as specified herein, bearings shall be bronze, impellers shall be stainless steel or bronze, shafts shall be 416L stainless steel or better.	1	Unit	\$3,440.00	\$3,440.00

Invitation To Bid #24050 - Courtney Bend Water Treatment Plant Well Rehabilitation
 Bid Closing Date - October 18th, 2024

Vendor					* Brotcke Well & Pump Inc. *	
Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price
Line Item No. 6 (12)	Submersible motor coupled turbine pump bowl assembly matching the existing design point of well no. 5-A that meets or exceeds the conditions and efficiency of the existing assembly. - Optional adder item	Submersible motor coupled turbine pump bowl assembly matching the existing design point of well no. 5-A that meets or exceeds the conditions and efficiency of the existing assembly. Pump bowls shall be cast iron coated as specified herein, bearings shall be bronze, impellers shall be stainless steel or bronze, shafts shall be 416L stainless steel or better.	1	Unit	\$3,440.00	\$3,440.00

Invitation To Bid #24050 - Courtney Bend Water Treatment Plant Well Rehabilitation
 Bid Closing Date - October 18th, 2024

Vendor					* Brotcke Well & Pump Inc. *	
Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price
Line Item No. 6 (13)	1800 rpm vertical turbine pump bowl assembly matching the existing design point of well no. 2-A that meets or exceeds the conditions and efficiency of the existing assembly. - Optional adder item	1800 rpm vertical turbine pump bowl assembly matching the existing design point of well no. 2-A that meets or exceeds the conditions and efficiency of the existing assembly. Pump bowls shall be cast iron coated as specified herein, bearings shall be bronze, impellers shall be stainless steel or bronze, shafts shall be 416L stainless steel or better	1	Unit	\$11,248.00	\$11,248.00

Invitation To Bid #24050 - Courtney Bend Water Treatment Plant Well Rehabilitation
 Bid Closing Date - October 18th, 2024

Vendor					* Brotcke Well & Pump Inc. *	
Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price
Line Item No. 6 (14)	1800 rpm vertical turbine pump bowl assembly matching the existing design point of well no. 3-A that meets or exceeds the conditions and efficiency of the existing assembly. - Optional adder item	1800 rpm vertical turbine pump bowl assembly matching the existing design point of well no. 3-A that meets or exceeds the conditions and efficiency of the existing assembly. Pump bowls shall be cast iron coated as specified herein, bearings shall be bronze, impellers shall be stainless steel or bronze, shafts shall be 416L stainless steel or better.	1	Unit	\$11,248.00	\$11,248.00

Invitation To Bid #24050 - Courtney Bend Water Treatment Plant Well Rehabilitation
 Bid Closing Date - October 18th, 2024

Vendor					* Brotcke Well & Pump Inc. *	
Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price
Line Item No. 6 (15)	1800 rpm vertical turbine pump bowl assembly matching the existing design point of well no. 30 that meets or exceeds the conditions and efficiency of the existing assembly. - Optional adder item	1800 rpm vertical turbine pump bowl assembly matching the existing design point of well no. 30 that meets or exceeds the conditions and efficiency of the existing assembly. Pump bowls shall be cast iron coated as specified herein, bearings shall be bronze, impellers shall be stainless steel or bronze, shafts shall be 416L stainless steel or better.	1	Unit	\$11,248.00	\$11,248.00
Line Item No. 6 (16)	Cast iron motor/suction adaptor for the existing submersible motor turbine pump in well no. 7 - Optional adder item	Cast iron motor/suction adaptor for the existing submersible motor turbine pump in well no. 7 coated as specified herein.	1	Unit	\$1,480.00	\$1,480.00
Line Item No. 6 (17)	Cast iron motor/suction adaptor for the existing submersible motor turbine pump in well no. 5 - Optional adder item	Cast iron motor/suction adaptor for the existing submersible motor turbine pump in well no. 5- A coated as specified herein.	1	Unit	\$1,480.00	\$1,480.00

Invitation To Bid #24050 - Courtney Bend Water Treatment Plant Well Rehabilitation
 Bid Closing Date - October 18th, 2024

Vendor					* Brotcke Well & Pump Inc. *	
Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price
Line Item No. 6 (18)	Lump sum price to rebuild existing pump bowl assembly in well no. 2-A - Optional adder item	Lump sum price to rebuild existing pump bowl assembly in well no. 2-A including 416L stainless steel impeller shaft, bronze bearings, bronze wear rings, and coated as specified herein.	1	Unit	\$4,910.00	\$4,910.00
Line Item No. 6 (19)	Lump sum price to rebuild existing pump bowl assembly in well no. 3-A - Optional adder item	Lump sum price to rebuild existing pump bowl assembly in well no. 3-A including 416L stainless steel impeller shaft, bronze bearings, bronze wear rings, and coated as specified herein.	1	Unit	\$4,910.00	\$4,910.00
Line Item No. 6 (20)	Lump sum price to rebuild existing pump bowl assembly in well no. 30 - Optional adder item	Lump sum price to rebuild existing pump bowl assembly in well no. 30 including 416L stainless steel impeller shaft, bronze bearings, bronze wear rings, and coated as specified herein.	1	Unit	\$4,910.00	\$4,910.00

Invitation To Bid #24050 - Courtney Bend Water Treatment Plant Well Rehabilitation
 Bid Closing Date - October 18th, 2024

Vendor					* Brotcke Well & Pump Inc. *	
Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price
Line Item No. 6 (21)	Lump sum price to rebuild existing pump bowl assembly in well no. 7 - Optional adder item	Lump sum price to rebuild existing pump bowl assembly in well no. 7 including 416L stainless steel impeller shaft, bronze bearings, bronze wear rings, and coated as specified herein.	1	Unit	\$2,768.00	\$2,768.00
Line Item No. 6 (22)	Lump sum price to rebuild existing pump bowl assembly in well no. 5-A - Optional adder item	Lump sum price to rebuild existing pump bowl assembly in well no. 5-A including 416L stainless steel impeller shaft, bronze bearings, bronze wear rings, and coated as specified herein.	1	Unit	\$2,768.00	\$2,768.00
Line Item No. 6 (23)	Submersible motor matching the existing motor in well no. 7 - Optional adder item	Submersible motor matching the existing motor in well no. 7 in size, rpm and horsepower. New submersible motor shall meet or exceed the construction standards of the existing motor.	1	Unit	\$4,638.00	\$4,638.00

Invitation To Bid #24050 - Courtney Bend Water Treatment Plant Well Rehabilitation
 Bid Closing Date - October 18th, 2024

Vendor					* Brotcke Well & Pump Inc. *	
Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price
Line Item No. 6 (24)	Submersible motor matching the existing motor in well no. 5-A - Optional adder item	Submersible motor matching the existing motor in well no. 5-A in size, rpm and horsepower. New submersible motor shall meet or exceed the construction standards of the existing motor.	1	Unit	\$4,638.00	\$4,638.00
Line Item No. 6 (25)	6 inch diameter x 5 feet long section of sch. 40 carbon steel API threaded carrier pipe - Optional adder item	6 inch diameter x 5 feet long section of sch. 40 carbon steel API threaded carrier pipe coated as specified herein.	1	Unit	\$585.00	\$585.00
Line Item No. 6 (26)	8 inch diameter x 5 feet long section of sch. 40 carbon steel API threaded carrier pipe - Optional adder item	8 inch diameter x 5 feet long section of sch. 40 carbon steel API threaded carrier pipe coated as specified herein.	1	Unit	\$690.00	\$690.00
Line Item No. 6 (27)	10 inch diameter x 5 feet long section of sch. 40 carbon steel API threaded carrier pipe - Optional adder item	10 inch diameter x 5 feet long section of sch. 40 carbon steel API threaded carrier pipe coated as specified herein.	1	Unit	\$846.00	\$846.00

Invitation To Bid #24050 - Courtney Bend Water Treatment Plant Well Rehabilitation
 Bid Closing Date - October 18th, 2024

Vendor					* Brotcke Well & Pump Inc. *	
Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price
Line Item No. 6 (28)	6 inch diameter 90 degree sch. 40 carbon steel elbow with welded 150 lb. AWWA/ANSI bolted flanges. - Optional adder item	6 inch diameter 90 degree sch. 40 carbon steel elbow with welded 150 lb. AWWA/ANSI bolted flanges.	1	Unit	\$645.00	\$645.00
Line Item No. 6 (29)	8 inch diameter 90 degree sch. 40 carbon steel elbow with welded 150 lb. AWWA/ANSI bolted flanges - Optional adder item	8 inch diameter 90 degree sch. 40 carbon steel elbow with welded 150 lb. AWWA/ANSI bolted flanges	1	Unit	\$735.00	\$735.00
Line Item No. 6 (30)	10 inch diameter 90 degree sch. 40 carbon steel elbow with welded 150 lb. AWWA/ANSI bolted flanges. - Optional adder item	10 inch diameter 90 degree sch. 40 carbon steel elbow with welded 150 lb. AWWA/ANSI bolted flanges.	1	Unit	\$988.00	\$988.00
Line Item No. 6 (31)	6 inch diameter mis-alignment restrained pipe coupling - Optional adder item	6 inch diameter mis-alignment restrained pipe coupling such as Krausz USA Hymax® Grip	1	Unit	\$1,001.00	\$1,001.00

Invitation To Bid #24050 - Courtney Bend Water Treatment Plant Well Rehabilitation
 Bid Closing Date - October 18th, 2024

Vendor					* Brotcke Well & Pump Inc. *	
Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price
Line Item No. 6 (32)	8 inch diameter mis-alignment restrained pipe coupling - Optional adder item	8 inch diameter mis-alignment restrained pipe coupling such as Krausz USA Hymax® Grip	1	Unit	\$1,294.00	\$1,294.00
Line Item No. 6 (33)	10 inch diameter mis-alignment restrained pipe coupling - Optional adder item	10 inch diameter mis-alignment restrained pipe coupling such as Krausz USA Hymax® Grip	1	Unit	\$1,642.00	\$1,642.00
Line Item No. 6 (34)	8 inch to 10 inch diameter reducing pipe coupling - Optional adder item	8 inch to 10 inch diameter reducing pipe coupling suitable for joining 8 inch diameter sch. 40 carbon steel pipe to 10 inch diameter cast iron pipe.	1	Unit	\$1,882.00	\$1,882.00
Line Item No. 6 (35)	10 inch to 12 inch diameter reducing pipe coupling - Optional adder item	10 inch to 12 inch diameter reducing pipe coupling suitable for joining 10 inch diameter sch. 40 carbon steel pipe to 12 inch diameter cast iron pipe.	1	Unit	\$2,213.00	\$2,213.00

Invitation To Bid #24050 - Courtney Bend Water Treatment Plant Well Rehabilitation
 Bid Closing Date - October 18th, 2024

Vendor					* Brotcke Well & Pump Inc. *	
Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price
Line Item No. 6 (36)	10 inch diameter carbon steel sch. 40 pipe to 12 inch diameter ductile iron mechanically restrained pipe coupling. - Optional adder item	10 inch diameter carbon steel sch. 40 pipe to 12 inch diameter ductile iron mechanically restrained pipe coupling.	1	Unit	\$2,213.00	\$2,213.00
Line Item No. 6 (37)	6 inch diameter pipe sized Link-Seal® wall penetration seal - Optional adder item	6 inch diameter pipe sized Link-Seal® wall penetration seal.	1	Unit	\$275.00	\$275.00
Line Item No. 6 (38)	8 inch diameter pipe sized Link-Seal® wall penetration seal. - Optional adder item	8 inch diameter pipe sized Link-Seal® wall penetration seal.	1	Unit	\$350.00	\$350.00
Line Item No. 6 (39)	10 inch diameter pipe sized Link-Seal® wall penetration seal. - Optional adder item	10 inch diameter pipe sized Link-Seal® wall penetration seal.	1	Unit	\$395.00	\$395.00
Line Item No. 6 (40)	12 inch diameter pipe sized Link-Seal® wall penetration seal. - Optional adder item	12 inch diameter pipe sized Link-Seal® wall penetration seal.	1	Unit	\$470.00	\$470.00
TOTAL						\$640,281.00

* Brotcke Well & Pump Inc. recommended for award based on being the sole bid.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to approve a contract between the City of Independence and the Independence School District to enter into a video broadcast agreement to broadcast recorded School Board Meetings provided by the Independence School District on the City's local government access Comcast channel, City7, effective through Dec. 31, 2025.

Recommendations:**Background:****Emergency Justification:****Fiscal Impact:****Council Action:**

Department / Contact	Council and Board /
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REVIEWERS

Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Independence - City7 Broadcast Agreement - BOE -Final

VIDEO BROADCAST AGREEMENT

This agreement is made by and between the Independence School District (District) a political subdivision of the State of Missouri, whose principal office is located at 201 N. Forest Ave., Independence, Missouri 64050 and the City of Independence Missouri (City) a political subdivision of the State of Missouri, whose principal office is located at 111 E. Maple Ave., Independence, Missouri 64050.

WHEREAS the District seeks to broadcast video of Board of Education meetings on City7—the Public, Educational, and Government (PEG) Access Channel provided by the Comcast Corporation (Comcast); and

WHEREAS the City has access to City7 to broadcast government content—including meetings and municipal information;

NOW THEREFORE, for good and valuable consideration as described herein, the parties hereto agree as follows:

1. **Term and Termination.** The term of this Agreement shall be from the date of the last signing party (Effective Date) through December 31, 2025. This Agreement shall be renewed automatically from the period of January 1 through December 31 of each year and shall only be amended or cancelled upon the mutual written agreement of the parties. If the City's access to City7 is unavailable due to the termination of or changes in the Franchise Agreement with Comcast, this Agreement will terminate.
2. **Use and Conditions of Broadcast Access.**
 - 2.1 City agrees to broadcast video of Independence Board of Education meetings provided by the District (Video Content) for the purpose of public education and civic engagement.
 - 2.2 The District agrees to provide Video Content a format ready for broadcast on City7.
 - 2.3 The City agrees to broadcast Video Content provided by the District as provided without edits, modifications, or restrictions except as otherwise provided in this Agreement.
 - 2.4 The parties agree that access to City7 will be provided in compliance with all Federal Communications Commission regulations and the Franchise Agreement with Comcast.
 - 2.5 Because City7 is a municipal resource, specific channel time requests cannot always be guaranteed. Airtime priority will be given to City content before being given to District content.
 - 2.6 District represents and warrants that it has obtained all necessary permissions, rights, and clearances for all materials and from all individuals appearing in Video

Content. The District shall provide satisfactory evidence of such permissions upon request.

- 2.7 City reserves the sole right to determine whether program content complies with the restrictions, limitations, and technical standards for broadcast and other applicable laws. If the City determines that Video Content provided by the District does not comply with these restrictions and limitations, it may withhold broadcast of the Video Content until the issue is resolved to the City's satisfaction.
- 2.8 Video Content provided by the District for broadcast by the City on City7 shall not contain the following restricted content:
- a. Material soliciting or promoting unlawful conduct.
 - b. Material soliciting products or services.
 - c. Commercial content or solicitations that invite viewers to send or pledge money through representations, promises, or any other means.
 - d. Information concerning any lottery, raffle, gift, enterprise, or similar scheme not authorized by state or local law.
 - e. Material which is intended to defraud the viewer, or is designed to obtain money by false or fraudulent pretenses, representations, or promises.
 - f. Content which is slanderous, libelous, or defamatory.
 - g. Content which is disparaging of a racial, gender, ethnic, or religious group.
 - h. Obscene material, sexually explicit conduct, indecency, nudity or other similar material.
 - i. Unauthorized use of copyrighted materials.
 - j. Any advertising on behalf of candidates for elective or appointed office; or their political parties.
- 2.8 **Program Disclaimer.** City reserves the right to place a disclaimer before, during, or after any Video Content that may be objectionable to viewers. The disclaimer will advise viewer discretion and indicate that responsibility for the content of the Video Content lies with the District and not with the City or any third-party platform provider.

3. **Indemnification.** Each party to this Agreement shall be solely responsible for any and all actions, suits, damages, liability, or other proceedings brought against it as a result of the alleged negligence, misconduct, error, or omission of any of its trustees, officers, agents, or employees. Neither party is obligated to indemnify the other party or to hold harmless the other party from costs or expenses incurred as a result of such claims.
4. **Sovereign Immunity.** The Parties preserve all immunities recognized at law. Nothing herein shall be construed as a waiver of Sovereign Immunity or Governmental Immunity by whatever name as set forth in common law, statutes, ordinances, regulations, the Missouri Constitution, and/or the United States Constitution, including but not limited to § 537.600 RSMo, et seq.
5. **No waiver.** The forgoing provisions shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided or available to City or the District under applicable governmental immunities law, including sovereign immunity.
6. **Order of Precedence.** In the event of a conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of any exhibit, invoice, purchase order, website, or other document attached hereto or incorporated herein by reference, the terms and conditions of this Agreement shall govern.
7. **Notices.** All communications relating to this Agreement shall be in writing and may be (i) hand delivered, (ii) sent by overnight courier, (iii) shall be deemed received within five (5) business days after mailing if sent by registered or certified mail, return receipt requested, or (iv) upon confirmation of receipt when sent by electronic mail to the parties at the addresses written below.

Notices to the City of Independence shall be sent to:

City of Independence, Missouri
Attn: City Manager
P.O. Box 1019
Independence, MO 64051

Notices to the Independence School District shall be sent to:

Independence School District
Attn: Dr. Dale Herl, Superintendent
201 N. Forest Ave.
Independence, MO 64050

8. **Non-Discrimination.** The parties agree that no person shall be excluded from participation in, be denied the benefit of, or otherwise to subjected to discrimination in the performance of this Agreement on the ground of race, color, religion, age, sex, sexual orientation, gender identity, disability, national origin, veteran status, or any other status protected by applicable law. The parties shall also abide by the requirements of 41 CFR § 60-300.5(a), and 41 CFR § 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.
9. **Anti-Discrimination Against Israel.** In accordance with Missouri Revised Statute Section 34.600, titled the "Anti-Discrimination Against Israel Act," each party certifies it is not currently actively or indirectly engaged in and shall not, for the duration of the contract, actively or indirectly engage in a boycott of goods or services from the State of Israel and shall otherwise comply with the provisions of RSMo. § 34.600.
10. **Compliance with the Law.** The City and the District will comply with all statutes, rules, regulations, and codes of the governmental agencies having jurisdiction over the use of City7. In addition the City and the District represent and warrant that they will comply with all applicable local, state, and federal laws, rules, regulations, directives, and orders pertaining to the operations and activities undertaking by the parties related to this Agreement—including but not limited to public health, safety, and welfare.
11. **Governing Law.** This Agreement is governed by and constructed in accordance with the substantive laws of the State of Missouri, without regard to choice of law principals. The forum for all disputes, claims, causes, and actions arising under this Agreement shall be in Jackson County, Missouri.
12. **Severability.** If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.
13. **Waiver.** Failure of either party to insist upon strict performance of the terms of this Agreement shall not be construed as a waiver of such party's rights to later enforce any provision thereof.
14. **Remedies.** All rights and remedies of the parties, in law or equity, are cumulative and may be exercised concurrently or separately. The exercise of one remedy will not be an election of that remedy to the exclusion of other remedies.
15. **Successors and Assignments.** This Agreement shall not be assigned by either party without the prior written consent of the other party and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

16. Force Majeure.

- a. If a Force Majeure Event occurs, the party that is prevented by that Force Majeure Event from performing any one or more obligations under this Agreement (Non-Performing Party) will be excused from performing those obligations, on condition that (1) the Non-Performing Party used reasonable efforts to perform its obligations; (2) the Non-Performing Party's inability to perform its obligations is not due to its failure to take reasonable measures to protect itself against the event or circumstances giving rise to the Force Majeure Event, and (3) the Non-Performing Party complies with its obligations under Subsection (c).
- b. "Force Majeure Event" means, with respect to a party, any event or circumstance—regardless of whether it was foreseeable—that was not caused by that party and prevents a party from complying with any of its obligations under this Agreement.
- c. Upon the occurrence of a Force Majeure Event, the Non-Performing Party shall promptly notify the other party of the occurrence of the Force Majeure Event, its effect on performance, and how long that party expects it to last. Thereafter, the Non-Performing Party shall update that information as reasonably necessary. During a Force Majeure Event, the Non-Performing Party shall use reasonable efforts to limit damages to the other party and to resume its performance under this Agreement.

17. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereto and supersedes all offers, negotiations, discussions, and other agreements that occurred prior to the date of the execution of this written Agreement. Any amendments to this Agreement must be in writing and executed by both parties.

18. Joint Drafting. The Parties hereto agree that this Agreement has been jointly drafted and each Party has read the terms and provisions of this Agreement; has had an opportunity to seek legal review of this Agreement; and have agreed to abide by the terms and provisions herein.

19. Execution. This Agreement may be executed in counterparts, which together constitute one and the same Agreement. If a party sends a signed copy of this Agreement via digital transmission, such party will, upon request by the other party, provide an originally signed copy of this Agreement. No member or officer of City or District incurs personal liability by the execution or default of this Agreement. To the extent permissible by law, all such liability is released by the City and the District as a condition of and consideration of the execution of this Agreement.

20. Authority. The undersigned represent that they each have the authority and capacity from the respective Parties to execute this Agreement.

The parties have caused this Agreement to be executed by their authorized representatives
o the day and year written below.

CITY OF INDEPENDENCE, MISSOURI

By: _____
Zach Walker, City Manager

Date

INDEPENDENCE SCHOOL DISTRICT

By: _____
Dr. Dale Herl, Superintendent

Date

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to issue a purchase order to Mongan Painting, LLC in the amount of \$258,500.00, for Protective Coating Systems Replacement for Filter No. 2 at the Courtney Bend Water Treatment Plant for the Municipal Services Department.

Recommendations:

Council approval to issue a purchase order.

Background:

The Courtney Bend Water Treatment Plant utilizes 14 steel structured filters in their treatment process. Over time, the protective coating begins to wear, causing corrosion to the existing steel structure which could lead to extensive downtime and other costly repairs. Replacing the protective coating will alleviate those potential issues, ensuring that the plant can operate at full capacity to ensure clean and safe drinking water.

The Procurement Office of the Finance and Administration Department issued Invitation to Bid ("ITB") #24052 on September 19, 2024. The ITB was publicly available through the City's e-bidding service provider, Public Purchase. 151 potential bidders were notified of the ITB, 33 accessed the ITB.

The City received five bids in response to ITB #24052. Upon review by Municipal Services Staff, it was determined the bid submitted by Mongan Painting, LLC. met the requirements specified, and to be lowest, best bid received. Mongan Painting, LLC. appear to possess the necessary capability and capacity to successfully perform the work required.

This project is budgeted line item in the Municipal Services' FY24-25 operating budget.

Approval of this item shall authorize change orders up to a total of ten (10) percent of the authorized amount for each order, provided appropriations are available.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$258,500.00. Funding for Protective Coating Systems Replacement for Filter No. 2 at the Courtney Bend Water Treatment Plant is included in the fiscal year 2024-25 proposed budget, page 192, account number (0404815- 5212), maintenance services.

Council Action:

Department / Contact	Municipal Services /
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REVIEWERS

Lisa Reynolds
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Bid Tab - ITB#24052 - Protective Coating Systems Replacement for Filter No. 2 at the Courtney Bend Water Treatment Plant for the Water Division
2. Courtney Bend Water Plant - 14700 Cement City Road, Sugar Creek, MO - Google Map

Vendor					Genesis Environmental Solutions		* Mongan Painting, LLC *		MPC Blasting		R.P.S. Contracting inc		Thomas Industrial Coatings	
Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1.	Filter interior protective coating system	Provide for all workmanship, equipment, and materials required and as specified for surface preparation and application of new protective coating system to filter no. 2 interior surfaces utilizing coating system A.	1	Lump Sum	\$231,988.00	\$231,988.00	\$200,000.00	\$200,000.00	\$197,500.00	\$197,500.00	Non-responsive	Non-responsive	\$222,850.00	\$222,850.00
2.	Filter exterior steel protective coating system	Provide for all workmanship, equipment, and materials required and as specified for surface preparation and application of new protective coating system to filter no. 2 exterior surfaces utilizing coating system B.	1	Lump Sum	\$49,850.00	\$49,850.00	\$50,000.00	\$50,000.00	\$69,500.00	\$69,500.00	Non-responsive	Non-responsive	\$55,715.00	\$55,715.00
3.	Filter exterior concrete protective coating system	Provide for all workmanship, equipment, and materials required and as specified for surface preparation and application of new protective coating system to filter no. 2 exterior concrete surfaces utilizing coating system C.	1	Lump Sum	\$5,450.00	\$5,450.00	\$8,500.00	\$8,500.00	\$32,500.00	\$32,500.00	Non-responsive	Non-responsive	\$15,655.00	\$15,655.00
TOTAL					\$287,288.00		\$258,500.00		\$299,500.00		Non-responsive		\$294,220.00	

* Mongan Painting, LLC recommended for awarded based on being the lower bidder.

Google Maps Google Maps



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City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-779 A Resolution reappointing Tara Kruse to the Public Safety Tax Oversight Committee.

Recommendations:**Background:****Emergency Justification:****Fiscal Impact:****Council Action:**

**Department /
Contact**

Council and Board /

REVIEWERS

Zachary Walker
Susanne Holland

ATTACHMENTS:

1. T. Kruse Reappt Res to PSTOC

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION REAPPOINTING TARA KRUSE AS A MEMBER OF THE PUBLIC SAFETY TAX OVERSIGHT COMMITTEE OF THE CITY OF INDEPENDENCE, MISSOURI

WHEREAS, the City Council of the City of Independence, Missouri, did pursuant to Resolution No. 5075, passed on the 17th day of May 2004, create the Public Safety Tax Oversight Committee within and for the City of Independence, Missouri, and,

WHEREAS, Tara Kruse was a member of the Public Safety Tax Oversight Committee, and her term has expired, and

WHEREAS, the City Council deems it advisable to reappoint Tara Kruse to said Public Safety Tax Oversight Committee because of their qualities of leadership, temperance, judgment, and interest in promoting education regarding purchase, construction, repair, maintenance, reconstruction of facilities and equipment and training, as well as observation of the collection and expenditures of the Fire Protection Sales Tax, the Public Safety Capital Improvements Sales Tax and the Use Tax for police personnel; and,

WHEREAS, said individual is duly qualified to serve, according to the Charter and ordinances of this City, and the Council affirms the individual appointments made by each council member.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Council of the City of Independence, Missouri, hereby reappoints the following individual to the Public Safety Tax Oversight Committee to serve without compensation for the indicated term or until duly succeeded by another person properly appointed and qualified:

<u>Name</u>	<u>Address</u>	<u>Term Expires</u>
Tara Kruse	3522 S. Rogers Ln.	November 15, 2026

PASSED THIS _____ DAY OF NOVEMBER 2024 BY THE CITY COUNCIL OF THE
CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-780 A Resolution reappointing Chad Whisenhunt to the Japanese Sister City Commission

Recommendations:**Background:****Emergency Justification:****Fiscal Impact:****Council Action:**

**Department /
Contact**

Council and Board /

REVIEWERS

Zachary Walker
Susanne Holland

ATTACHMENTS:

1. C Whisenhunt Reappt Res to JSCC

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION REAPPOINTING CHAD WHISENHUNT AS A MEMBER OF THE
JAPANESE SISTER CITY COMMITTEE OF THE CITY OF INDEPENDENCE, MISSOURI

WHEREAS, the City Council, by the passage of Resolution No. 1239 on January 16, 1978, did establish a Japanese Sister City Committee to work for a lasting relationship, to build a mutual friendship and understanding, and thereby enhance the cause of international peace under the Sister City International Program with specific contact with the City of Higashimurayama, Japan; and,

WHEREAS, Chad Whisenhunt was a member of the Japanese Sister City Committee, and the City Council deems it advisable to reappoint Chad Whisenhunt, of Independence, Missouri, to the Japanese Sister City Committee; and,

WHEREAS, said individual is duly qualified to so serve, according to the Charter and ordinances of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Council of the City of Independence, Missouri, hereby appoints the following named citizens to the Japanese Sister City Committee to serve without compensation for the indicated term or until duly succeeded by another person, properly qualified and appointed:

<u>Name</u>	<u>Address</u>	<u>Term Expires</u>
Chad Whisenhunt	1111 W. 36 th Terrace	5/1/2027

PASSED THIS _____ DAY OF NOVEMBER 2024 BY THE CITY COUNCIL OF THE
CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-781 A Resolution reappointing Colin McClain to the Independence Square Advisory Board.

Recommendations:**Background:****Emergency Justification:****Fiscal Impact:****Council Action:**

**Department /
Contact**

Council and Board /

REVIEWERS

Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. McClain Reappt Res.

Independence Square Advisory Board
Reappt. McClain
11/4/24 SH

BILL NO. _____
RESOLUTION NO. _____

A RESOLUTION REAPPOINTING COLIN MCCLAIN TO THE INDEPENDENCE SQUARE
ADVISORY BOARD OF THE CITY OF INDEPENDENCE, MISSOURI.

WHEREAS, the City Council of the City of Independence, Missouri, did pursuant to Ordinance No. 7755, passed on the 3rd day of October, 1983, created the Independence Square Advisory Board of the City of Independence, Missouri; and,

WHEREAS, the City Council of the City of Independence, Missouri, did pursuant to ordinance No. 10024, passed on the 9th day of November, 1987, amended the interior boundary lines for membership on the Independence Square Advisory Board; and,

WHEREAS, the City Council of the City of Independence, Missouri, did pursuant to Ordinance 18924, passed on the 20th day of August 2018, remove the internal boundary areas for membership on the Independence Square Advisory Board; and,

WHEREAS, due to the expiration a term, one vacancy has been created; and,

WHEREAS, the City Council deems it necessary and advisable to reappoint Colin McClain, who owns property or business within the boundary of the Independence Square Benefit District in Independence, Missouri, and because of their qualities of leadership, temperance, and judgment; and,

WHEREAS, said individual is duly qualified to so serve according to the Charter and ordinances of this City; and,

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Council of the City of Independence, Missouri, hereby reappoints the following person(s) to be members of the Independence Square Advisory Board of Independence, Missouri, to serve without compensation for the indicated term or until duly succeeded by another person properly qualified and appointed:

Name	Address	Term Expiration
Colin McClain	310 N. Main St.	10/4/2027

PASSED THIS _____ DAY OF NOVEMBER, 2024, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-782 A Resolution reappointing Maureen Kennedy to the Sustainability Commission

Recommendations:**Background:****Emergency Justification:****Fiscal Impact:****Council Action:**

**Department /
Contact**

Council and Board /

REVIEWERS

Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Kennedy Reappt Res 2024

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION REAPPOINTING MAUREEN KENNEDY TO THE SUSTAINABILITY
COMMISSION OF THE CITY OF INDEPENDENCE

WHEREAS, the Sustainability Commission was created on September 17, 2018, by Resolution No. 6367 to advise the City Council on information regarding sustainable growth and development, the preservation of natural resources, strategies around litter reduction and recycling, and additional things that contribute to enhancing the appearance of the public realm; and

WHEREAS, due to the expiration of a term, one vacancy has been created; and,

WHEREAS, the City Council deems it necessary and advisable to reappoint Maureen Kennedy as a member of the Sustainability Commission of the City of Independence, Missouri, and;

WHEREAS, said individual is duly qualified to so serve, according to the Charter and ordinances of this City;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Council of the City of Independence, Missouri, hereby reappoints the following person(s) to the Sustainability Commission of the City of Independence, Missouri, each to serve without compensation for the indicated term or until duly succeeded by another person properly appointed and qualified:

<u>Name</u>	<u>Address</u>	<u>Term Expires</u>
Maureen Kennedy	10004 E. 36 th Street S	10/1/2026

PASSED THIS _____ DAY OF NOVEMBER, 2024, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-783 A Resolution reappointing Jerry Adkins to the Street Improvement Oversight Committee

Recommendations:**Background:****Emergency Justification:****Fiscal Impact:****Council Action:**

**Department /
Contact**

Council and Board /

REVIEWERS

Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Adkins Reappt SIOC Res 2024

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION REAPPOINTING JERRY ADKINS TO THE STREET IMPROVEMENT
OVERSIGHT COMMITTEE

WHEREAS, the City Council of the City of Independence, pursuant to Resolution No. 4530, passed on the 20th day of July, 1998, created the Street Improvement Oversight Committee within and for the City of Independence, Missouri; and,

WHEREAS, by passage of Resolution 4538, on September 8, 1998, the City Council named the first seven members of the Street Improvement Oversight Committee; and,

WHEREAS, due to the expiration of a term of office, a vacancy has been created; and

WHEREAS, the City Council deems it advisable to reappoint Jerry Adkins to said Street Improvement Oversight Committee because of their qualities of leadership, temperance, judgment, and interest in promoting public education regarding street projects, and appropriate expenditure of the City's Capital Improvement Sales Tax; and,

WHEREAS, said individual is qualified to serve, according to the Charter and ordinances of this City, and the Council wishes to affirm the individual appointment; and,

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Council of the City of Independence, Missouri, hereby reappoints the following individual to the Street Improvement Oversight Committee of the City of Independence, Missouri, to serve without compensation for the indicated term or until duly succeeded by another person properly appointed and qualified:

<u>Name</u>	<u>Address</u>	<u>Term Expires</u>
Jerry Adkins	2733 S. Woodbury Drive.	10/1/2025

PASSED THIS ____ DAY OF NOVEMBER, 2024, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-784 A Resolution reappointing Paula Martin to the Parks Commission.

Recommendations:**Background:****Emergency Justification:****Fiscal Impact:****Council Action:**

**Department /
Contact**

Council and Board /

REVIEWERS

Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Martin Reappt Park Comm 2024

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION REAPPOINTING PAULA MARTIN AS A MEMBER OF THE PARK
COMMISSION OF THE CITY OF INDEPENDENCE, MISSOURI

WHEREAS, the City Council of the City of Independence, Missouri, has established a Park Commission within the City of Independence by the provisions in Article 9 of Chapter 1 of the “Code of the City of Independence, Missouri”; and,

WHEREAS, one term has expired creating one vacancy; and,

WHEREAS, the City Council deems it necessary and advisable to reappoint Paula Martin to said Independence Park Commission because of their qualities of leadership temperance, judgment, and interest in promoting public education, use and knowledge regarding the City’s Parks and Recreation Programs; and,

WHEREAS, said individual is qualified to serve, according to the Charter and ordinances of this City and the Council does hereby affirm the individual reappointment made by each Councilmember;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Council of the City of Independence, Missouri, hereby reappoints the following individual to the Park Commission of the City of Independence, Missouri, to serve without compensation for the indicated term or until duly succeeded by another person properly appointed and qualified:

<u>Name</u>	<u>Address</u>	<u>Term Expires</u>
Paula Martin	14616 E. 33 rd St. S	9/01/2027

PASSED THIS _____ DAY OF NOVEMBER, 2024, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-785 A Resolution reappointing Dr. Terry Morris, MD to the Advisory Board of Health.

Recommendations:**Background:****Emergency Justification:****Fiscal Impact:****Council Action:**

**Department /
Contact**

Council and Board /

REVIEWERS

Zachary Walker
Susanne Holland

ATTACHMENTS:

1. T Morris Reappt Res Adv BOH 2024

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION REAPPOINTING DR. TERRY MORRIS, MD TO THE INDEPENDENCE
ADVISORY BOARD OF HEALTH OF THE CITY OF INDEPENDENCE, MISSOURI

WHEREAS, the City Council of the City of Independence, Missouri, did, pursuant to Ordinance No. 1585, passed on the 11th day of September, 1967, create the Independence Advisory Board of Health of the City of Independence, Missouri; and,

WHEREAS, a restructuring of the board was approved by Council on November 16, 2009, by Ordinance No. 17448 and on December 6, 2021, by Ordinance No. 19279; and,

WHEREAS, one term has expired, creating a vacancy; and,

WHEREAS, the City Council deems it advisable to reappoint Dr. Terry Morris, MD to the Independence Advisory Board of Health in Independence, Missouri, because of their qualities of leadership, temperance and judgment; and,

WHEREAS, said individual(s) is duly qualified to serve according to the Charter and ordinances of this City;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Council of the City of Independence, Missouri, hereby reappoints the following person(s) to the Independence Advisory Board of Health of the City of Independence, Missouri, to serve without compensation for the indicated term or until duly succeeded by another person, property qualified and appointed:

<u>Name</u>	<u>Address</u>	<u>Term Expires</u>
Dr. Terry Morris, MD	2730 S. Brentwood Dr. S	11/6/2026

PASSED THIS _____ DAY OF NOVEMBER 2024 BY THE CITY COUNCIL OF THE
CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-786 A Resolution reappointing Allie Zaroor to the Storm Water Control Oversight Committee

Recommendations:**Background:****Emergency Justification:****Fiscal Impact:****Council Action:**

**Department /
Contact**

Council and Board /

REVIEWERS

Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Zaroor Reappt SWOC

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION REAPPOINTING ALLIE ZAROOR AS A MEMBER OF THE STORM
WATER CONTROL OVERSIGHT COMMITTEE

WHEREAS the City Council of the City of Independence, Missouri, did, pursuant to Resolution No. 4956, Passed on the 16th day of January 2003, create the Storm Water Control Oversight Committee within and for the City of Independence, Missouri; and

WHEREAS, Allie Zaroor was a member of the Storm Water Control Oversight Committee, and their term has expired, and

WHEREAS, the City Council deems it advisable to reappoint Allie Zaroor to said Storm Water Control Oversight Committee because of their qualities of leadership, temperance, judgment, and interest in fostering good personnel administration for employees of the City of Independence; and

WHEREAS, said individuals are duly qualified to serve, according to the Charter and ordinances of this City, and the Council does hereby affirm the individual appointments made by each Councilmember;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Council of the City of Independence, Missouri, hereby reappoints the following individuals to the Storm Water Control Oversight Committee to serve without compensation for the indicated term or until duly succeeded by another person properly reappointed and qualified:

<u>Name</u>	<u>Address</u>	<u>Term Expires</u>
Allie Zaroor	11404 1.2 East 10 th St. S.	12/16/2027

PASSED THIS _____ DAY OF NOVEMBER 2024 BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-787 A Resolution reappointing Robert Phillips to the Housing Authority Commission

Recommendations:**Background:****Emergency Justification:****Fiscal Impact:****Council Action:**

**Department /
Contact**

Council and Board /

REVIEWERS

Zachary Walker
Susanne Holland

ATTACHMENTS:

1. R Phillips Housing Auth Comm Res 2024

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION REAPPOINTING ROBERT PHILLIPS AS A MEMBER OF THE HOUSING
AUTHORITY COMMISSION OF THE CITY OF INDEPENDENCE, MISSOURI

WHEREAS, pursuant to Section 90.0550 RSMo., the Mayor of the City of Independence
Missouri has the authority to appoint commissioners to the Housing Authority; and,

WHEREAS, the expiration of one term has created a vacancy; and,

WHEREAS, the City Council deems it advisable to affirm the Mayor's reappointment of
Robert Phillips to the commission; and,

WHEREAS, said individual is duly qualified to serve, according to the Charter and
ordinances of this City;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Council of the City of Independence, Missouri, hereby
reappoints the following individual to the Housing Authority Commission, to serve without
compensation for the indicated term or until duly succeeded by another person properly appointed
and qualified:

<u>Name</u>	<u>Address</u>	<u>Term Expires</u>
Robert Phillips	10601 E. 26 th Terrace S.	9/5/2027

PASSED THIS _____ DAY OF NOVEMBER, 2024, BY HE CITY COUNCIL OF THE
CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-788 A Resolution appointing Councilmember Heather Wiley as Councilmember Liaison to the Independence Arts Council.

Recommendations:**Background:****Emergency Justification:****Fiscal Impact:****Council Action:**

**Department /
Contact**

Council and Board /

REVIEWERS

Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Res Apptg Wiley to IAC Draft

BILL NO. _____

RESOLUTION NO. _____

**A RESOLUTION APPOINTING COUNCILMEMBER HEATHER WILEY AS THE
COUNCILMEMBER LIAISON TO THE INDEPENDENCE ARTS COUNCIL**

WHEREAS, Section 2.10(10) of the Independence City Charter permits the City Council to create boards, commissions, or committees as determined necessary; and

WHEREAS, on February 20th, 2023, the Independence City Council formally adopted the 2023-24 Independence Action Plan (“Action Plan”) via Resolution No. 6902; and

WHEREAS, Section 1.2 of the Action Plan encourages the City of Independence to “[b]roaden and deepen engagement of the community in city government, innovating methods for inviting input from the community and stakeholders” to more effectively advise the City and engage the public”; and,

WHEREAS, Strategic Plan Section 6 High Performance Organization states, “[w]e operate as an ethical high-performance organization, anticipating future needs, utilizing best practices, and striving for continuous improvement.”; and,

WHEREAS, on January 2, 2024, the Independence City Council formally adopted Resolution No. 6975, establishing rules, process, and procedures for all Boards, Commissions, and Committees; and,

WHEREAS, on July 15, 2024, the Independence City Council formally adopted Resolution No. 7020, appointing Council members to certain Boards and Commissions as Councilmember Liaisons, and;

WHEREAS, on October 7, 2024, the City Council passed Resolution 6962 activating the Independence Arts Council; and,

WHEREAS, with the passing of Resolution 6962, the Council deems it necessary to appoint a Council liaison to the Independence Arts Council.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Council of the City of Independence, Missouri, hereby appoints the following individual(s) to the listed Boards, Commissions and Committees as follows:

City Council Committee Liaison Assignments

Board/Commission	Councilmember
Independence Arts Council	Wiley

PASSED THIS _____ DAY OF _____, 2024, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-789 A Resolution supporting IRIS Microtransit Drivers in the City of Independence, Missouri.

Recommendations:

This resolution was requested by the Independence City Council at the October 21, 2024 Regular Meeting.

Background:

On October 21, 2024 the Independence City Council approved a six-month contract with the Kansas City Area Transportation Authority (KCATA) to provide public transit services from January 1, 2025 through June 30, 2025. The contract provides the same fixed route service between the Transit Center and downtown Kansas City as well as the required complementary ADA and non-ADA paratransit within the City limits and ADA paratransit service between Independence and Kansas City. The City's fixed-route service, which is set to expire on December 31, 2024, will be replaced with IRIS. Many Kansas City-area municipalities have opted to reduce bus routes in light of rising costs, including Blue Springs, Grandview, Gladstone, and Raytown. In some municipalities, IRIS has been added as a replacement for traditional public transit bus services.

IRIS is an on-demand mobility service that allows users to schedule a ride on their time when they need it. The service uses feature point-to-point "virtual stops," strategically selected to maximize coverage and accessibility, which will not exceed a ¼ mile apart and in most instances will be significantly closer together. Rides are scheduled via the app, over the phone or through the website. The hours of IRIS service would be 6 am to 6 pm Monday through Saturday. The fare structure for the IRIS service will feature a flat rate of \$5.00 per trip. Riders can pay using a variety of methods, including credit/debit cards through the mobile app or cash. All vehicles will be prominently branded with the IRIS logo.

On Thursday, October 10, 2024, IRIS microtransit drivers, passengers, and union allies held a rally to launch the drivers' campaign for a union. Drivers are seeking better wages and working conditions. Drivers are currently classified as independent contractors by "ZTrip", which classifies itself as "the largest taxi fleet operator in the United States".

In support of these drivers, and to ensure adequate services for Independence community members, the Independence City Council requested a resolution of support for the IRIS drivers during the October 21, 2024 Regular Meeting of the City Council.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact	City Manager /
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REVIEWERS

Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. CM.City Council IRIS Support 10-23-24

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION SUPPORTING IRIS MICROTRANSIT DRIVERS IN THE CITY OF
INDEPENDENCE, MISSOURI.

WHEREAS, on October 21, 2024, the Independence City Council approved a six-month contract with the Kansas City Area Transportation Authority (KCATA) to provide public transit services from January 1, 2025, through June 30, 2025, and;

WHEREAS, the contract provides the same fixed route service between the Transit Center and downtown Kansas City as well as the required complementary ADA and non-ADA paratransit services within the City limits and ADA paratransit service between Independence and Kansas City, and;

WHEREAS, the City's current fixed-route service is set to expire on December 31, 2024, and will be replaced with IRIS, an on-demand mobility service providing flexible point-to-point "virtual stops" strategically selected for maximum coverage and accessibility, and;

WHEREAS, IRIS service will operate from 6:00 a.m. to 6:00 p.m. Monday through Saturday, with a flat fare of \$5.00 per trip, and the option for riders to pay via app, phone, or cash, and;

WHEREAS, IRIS microtransit drivers, passengers, and union allies held a rally on October 10, 2024, to launch a campaign for drivers' unionization, seeking better wages and working conditions, as drivers are currently classified as independent contractors by "ZTrip," the largest taxi fleet operator in the United States, and;

WHEREAS, in support of these drivers, and to ensure the continuation of quality public transit services for the Independence community, the Independence City Council recognizes the importance of the IRIS service and the well-being of its drivers;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Council expresses its support for the IRIS microtransit drivers in their efforts to improve working conditions and secure fair wages.

SECTION 2. That the City of Independence encourages all parties, including the Kansas City Area Transportation Authority and ZTrip, to collaborate on ensuring that drivers are treated fairly, and that services provided to the residents of Independence continue without interruption.

SECTION 3. That the City Manager is directed to monitor the situation and report back to the City Council on any developments regarding the IRIS drivers and the continuation of transit services in the City.

PASSED THIS _____ DAY OF _____, 2024, BY THE CITY COUNCIL OF
THE CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-790 A Resolution adopting the 2024-2027 Independence City Council Strategic Agenda.

Recommendations:

Staff recommends approval of the resolution.

Background:

Section 1.2 of the Charter of the City of Independence empowers the City Council to determine the policies of the City of Independence. Over the years, the City Council has developed, adopted, and implemented strategic planning documents to formalize the policy goals of the City Council and guide staff in implementing these goals. The Council established a vision statement and strategic goals by the passage of Resolution No. 4017 on June 6, 1994, amended the strategic goals by Resolution No. 4937 on October 31, 2002, further amended by Resolution No. 5879 on January 6, 2014, adopted the Independence for All 2017-2021 strategic plan by Resolution No. 6186 on February 6, 2017, amended the strategic plan by Resolution No. 6647 on March 1, 2022, and adopted the 2023-2024 City of Independence Strategic Goals by Resolution 6902 on February 20, 2023.

On May 8, 2024, the City Council convened a strategic planning session to update their shared vision and goals. As a result, the Council now wishes to adopt the 2024-2027 Strategic Agenda, which outlines key objectives and strategies across six strategic imperatives: an Engaged Community, a Growing Economy, a Safe and Friendly Community, a Well-Planned City, a Financially Sustainable Organization, and a High-Performance Organization; and,

The 2024-2027 Strategic Agenda was developed based on extensive community input and sets forth clear objectives and metrics for monitoring progress. This new agenda emphasizes enhancing community engagement, promoting economic development, improving public safety, and ensuring the City's financial sustainability and organizational efficiency.

Emergency Justification:**Fiscal Impact:**

While various policy objectives may require budgetary support, adoption of this resolution will not have a direct fiscal impact for the City of Independence.

Council Action:

**Department /
Contact**

City Manager /

REVIEWERS

Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. CM.City Council 2024-2027 Strategic Agenda 10-23-24
2. Indep Strategic Agenda 071224
3. City of IndepMo Strategic Plan Summary 071224

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE 2024-2027 INDEPENDENCE CITY COUNCIL
STRATEGIC AGENDA.

WHEREAS, the Charter of the City of Independence, Section 1.2, empowers the City Council to determine the policies of the City of Independence; and,

WHEREAS, the Council established a vision statement and strategic goals by the passage of Resolution No. 4017 on June 6, 1994, amended the strategic goals by Resolution No. 4937 on October 31, 2002; further amended by Resolution No. 5879 on January 6, 2014; adopted the Independence for All 2017-2021 strategic plan by Resolution No. 6186 on February 6, 2017, amended the strategic plan by Resolution No. 6647 on March 1, 2022, and adopted the 2023-2024 City of Independence Strategic Goals by Resolution 6902 on February 20, 2023; and,

WHEREAS, the Council now wishes to adopt the 2024-2027 Strategic Agenda, which outlines key objectives and strategies across six strategic imperatives: an Engaged Community, a Growing Economy, a Safe and Friendly Community, a Well-Planned City, a Financially Sustainable Organization, and a High-Performance Organization; and,

WHEREAS, the 2024-2027 Strategic Agenda was developed based on extensive community input and sets forth clear objectives and metrics for monitoring progress; and,

WHEREAS, this new agenda emphasizes enhancing community engagement, promoting economic development, improving public safety, and ensuring the City's financial sustainability and organizational efficiency; and,

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That the 2024-2027 Strategic Agenda of the City of Independence, attached hereto and incorporated by reference, is hereby adopted.

SECTION 2. That Resolution No. 6902 and any other prior resolutions in conflict with this resolution are hereby repealed.

SECTION 3. That the City Manager is directed to implement the 2024-2027 Strategic Agenda and to prepare any recommendations to the City Council for legislative or budgetary actions necessary to achieve the goals set forth in the agenda.

PASSED THIS ____ DAY OF _____, 2024, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

**Independence City Council
Strategic Agenda
2024-2027**

Mission: Building Vibrant Community Through Service and Leadership.

Strategic Imperative	An Engaged Community	A Growing Economy	A Safe and Friendly Community	A Well-Planned City	A Financially Sustainable Organization	A High-Performance Organization
Description	We foster a culture of engagement and service-oriented leadership focused on collaboration and growth, building on the best of our community.	We promote a diversified and thriving economy.	We embrace a healthy and safe community for all.	We consistently improve our residents' quality of life as we plan for a more livable, affordable, and connected city.	We serve as trusted stewards of financial resources to ensure long-term stability and growth.	With a strong workforce, we operate as an ethical, efficient, and responsive organization.
Objectives "WHAT we want to accomplish"	• Outreach. Strengthen and broaden how we deliver information to the community and partners. • Community Engagement. Expand and encourage engagement through innovative methods for inviting input from the community and stakeholders. • Public Agency Collaboration. Foster successful collaboration with other public and governmental agencies and build on these successes. • Business and Institutional Partnership. Explore opportunities for partnerships with key business groups and non-profit organizations. • Public Education. Targeted and consistent messaging through in-person meetings and written communications.	• Business Growth. Support retention and growth of existing businesses and encourage new business and developments that align with community initiatives. • Infrastructure Investments. Invest resources strategically to encourage economic development and redevelopment. • Workforce Development. Support education and workforce development initiatives. • Hospitality Opportunities. Attract and promote entertainment and events to encourage economic growth.	• Public Safety. Support and sustain high quality public safety and emergency management services. • Health & Safety. Provide education and programming for public health, animal welfare, and social services. • Friendly Community. Foster diversity through policies, public awareness, and community engagement.	• Improve public infrastructure and the condition of public facilities. • High Quality Urban Planning. Provide high quality planning to address citizen-desired amenities. • Revitalize Neighborhoods. Partner with citizens and business for safe, healthy neighborhoods through public and private investment and resources along with enforcement of applicable city ordinances. • Vibrant Commercial, Recreation, and Cultural Districts. Promote and stabilize vibrant commercial and cultural centers including higher business densities and growth in these key areas. • Housing and Transportation Choices. Vigorously encourage a variety of housing and transportation options.	• Control Long-Term Costs. Ensure expenditures are justifiable and planned with a focus on the future. • Capture Sustainable Sources of Funding. Identify and obtain permanent, viable revenue sources for city services and operations. • Financial Analysis and Reporting. Ensure transparent and efficient financial information. • Outside Funding Sources. Identify, secure, and maximize external funding opportunities and partnerships.	• Values-Driven Culture. Promotes ethical behavior, exercises transparency, and maintains the community's trust. • Employee Excellence. Recruit, retain, and empower a diverse, well-trained, qualified, and motivated team that delivers superior performance. • Best Practices, Creativity, and Forward Thinking. Be adaptable and flexible with a data-driven outward focus on the community.

**Independence City Council
Strategic Agenda
2024-2027**

Strategic Imperative	An Engaged Community	A Growing Economy	A Safe and Friendly Community	A Well-Planned City	A Financially Sustainable Organization	A High-Performance Organization
Primary Ownership	Zach Walker Susanne Holland Rebecca Gegg	Tom Scannell Lisa Reynolds Charlie Dissell	Adam Dustman Jimmy Walker Christina Heinen Sam Morris	Lisa Reynolds Tom Scannell Joe Hegendeffner Morris Heide	Meagan Borth Jason Newkirk	[HR Director] Zach Walker
Progress Metrics	- Volunteer Hrs: 880/mo (avg) - Press Releases: 8/mo (avg) - Social Posts: 100/mo (avg) % voter turnout on ballot measures - Baseline: [xx]% 2024: [xx]% 2025: [xx]% 2026: [xx]% - Parks & Rec Programs: 35/mo (avg) - Engagement with City tools - Independence Now: - Baseline: [xx] - Goal: +5.0% YOY - Email opt-in: - Baseline: [xx] - Goal: +5.0% YOY	- Business Licenses: - New apps: 100/mo (avg) - Renewals: 310/mo (avg) - Landlord Licenses: - New apps: 45/mo (avg) - Renewals: 115/mo (avg) - Monthly building permits: [#]/yr - Workforce Development - Community Partner Programs: [x]/year - Independence Together Graduates: [x]/year - EDC Measures: - Capital Investment \$: [\$x]/yr - Jobs Added: [#]/yr - Median income: [\$x]/yr	- Citizen Satisfaction Survey – Overall Satisfaction: - Baseline: [xx] (based on 2024 results) - Goal: +5.0% YOY - Police Response Times: - Priority 1 calls: <5:56 min - Priority 2 calls: <7:52 min - Fire Response Times: [x] min average - Animal Adoptions: [#]/month - ARCH Program Call Diversion: [x]/month - Violent Crime Rate Reduction: [x]%	- Patrons at Facilities: 5,250/mo (average) - City Acres Mowed: [#]/month (March – November only) - Pavement Maintenance: [#] lane miles overlayed [#] lane miles sealed [#] potholes repaired - CID performance/activity: \$[xx] spent/year [#] Projects completed - Sidewalk Maintenance: [#] Linear feet added - Multiuse Path Maintenance: [#] linear feet added - Public Transportation Cost to Utilization: Operating Expense per Passenger Trip: \$[x]	- Minimum Reserve Balance: 16% in General Fund - Maintain a Balanced Budget - Actual Expenses: <[x]% Deviation from Budget - Maintain Bond Rating of A or better - Receive GFOA Award - Technology Services: [%] Monthly participation rate in training videos [%] Simulated Phishing Attacks Success Rate	- Employee Retention by Department: [x]% - Supervisors participating in quarterly training: [x]%

**Independence City Council
Strategic Agenda
2024-2027**

Strategic Imperative	An Engaged Community	A Growing Economy	A Safe and Friendly Community	A Well-Planned City	A Financially Sustainable Organization	A High-Performance Organization
Tactics “HOW we will accomplish our objectives”	1. City Communication Plan and Protocol. Update, implement, and train for a City-wide communications protocol and outreach plan. 2. Communicate more effectively internally and externally. Continue to enhance the City's primary public information tools: City7, website, newsletter and social media. 3. Automate systems for fulfillment of records requests. 4. Community Engagement Plan. Develop a plan to increase community engagement in city decision-making process. 5. Quarterly City/County Meetings. Establish regularly scheduled meetings between the City of Independence and the Jackson County Legislature to discuss issues of mutual interest. 6. Continue the City's participation in the Eastern Jackson County shared services initiative and other regional collaborations through the Mid-America Regional Council. 7. Enhance the City's relationship with the Independence, Fort Osage, Blue Springs and	1. Establish small business support center to facilitate and guide the City's licensing and permitting process. 2. Support the continued development of the Eastgate Commerce Center 3. Identify Residential/Commercial/Industrial infrastructure needs. Identify sites for new or redevelopment in areas that lack adequate infrastructure and develop new financing strategies to fund these investments. 4. Complete the deployment of high-speed, broadband internet service throughout the city. 5. Develop partnerships with Independence, Fort Osage, Blue Springs and Raytown school districts for apprenticeship, internship, and job shadow opportunities to promote career options for high school graduates.	1. Improve Emergency Preparedness Programs. Improve our community's emergency preparedness by implementing outreach programs to include information and planning to assist residents in self-preparedness. 2. Implement the Independence Fire Department Community Risk Assessment and Standard of Cover Analysis Master Plan. 3. Enhance the City's Relationship with the Jackson County Prosecutor's Office to Improve the Prosecution System. 4. Develop and implement a comprehensive recruitment strategy for Independence Police Department, including both sworn and civilian positions. 5. Update Public Safety Technology Systems. Fund and implement necessary new technology systems for Police and Fire Departments. 6. Analyze Current and Future Staffing Needs Across the Police and Fire Departments and Shift Alignment of Personnel for Operational Efficiency	1. Develop a Criminal Justice Facility Plan. 2. Identify Permanent Facility Solution for Animal Shelter. 3. Evaluate Space and Maintenance Needs for City Buildings, Recreation Centers, and Site Amenities and Determine Priorities and Strategies for Needed Improvements. 4. Increase the Rate at which Problematic Water Distribution and Transmission Mains are Replaced in Order to Replace 1% of the City's Distribution Mains Annually. 5. Establish and Maintain a Database of the Material of all Water Service Lines in our Distribution System Pursuant to Revisions to the Lead and Copper Rule. 6. Complete the Best Professional Judgement Study for Water Plant Sludge Discharge Pursuant to the Missouri Department of Natural Resource's Water Protection Program. 7. Refine the Pavement Management Program. 8. Target Street and Sidewalk Maintenance Along Major Corridors and Historic Sites. 9. Determine Long-Term Plan for Independence	1. Pursue plan design changes to the Stay Well Employee Insurance Program to Control Long-Term Expenditures. 2. Promote Standardization of Technology and Centralization of IT Functions to Make City Operations More Efficient and Cost-Effective. 3. Mature the City's Cyber-Security Practices to Improve Management of Cyber-Security Risks while Protecting Sensitive Information. 4. Develop Cost of Service Studies for the Electric, Water, and Sanitary Sewer Utilities and Ensure Appropriate Customer Rates. 5. Research and Evaluate the Governance and Operation of Independence Power & Light. 6. Identify and Capture Additional Funding to Stabilize the Health Department. 7. Identify and Capture Funding for the Parks/Recreation/Tourism Department to Continue and Expand Services and Programs. 8. Identify and Capture Funding for Cemetery Maintenance and Support. 9. Identify and Capture Funding for Public Transit.	1. Administer an annual Citizen Pulse Survey. 2. Utilize AI to gain efficiencies and processes. 3. Develop a Cross-Functional Team Culture. Use cross-functional teams to meet Independence's future opportunities and challenges. 4. Create a Culture of Innovation. Empower employees at all levels of the organization to exercise judgement and discretion within the framework of City codes, policies, and procedures. 5. Be a “Best in Class” Employer. Enhance the attractiveness of the City as a place to work through salary and benefit packages, workplace amenities and facilities, and professional development opportunities. Negotiate Fair, Sustainable Compensation and Benefit Agreements with Labor Unions. 6. Adopt Organizational Values and Align with the Employee Recognition Program to Celebrate the Demonstration of Values in Action. 7. Develop and Administer Annual Performance

**Independence City Council
Strategic Agenda
2024-2027**

Strategic Imperative	An Engaged Community	A Growing Economy	A Safe and Friendly Community	A Well-Planned City	A Financially Sustainable Organization	A High-Performance Organization
	Raytown School Districts. 8. Enhance the City's relationship with Blue-River Community College. 9. Enhance the City's relationship with the Mid-Continent Public Library. 10. Enhance the City's relationship with State and Federal Agencies. 11. Develop and support a legislative agenda. 12. Enhance the City's relationship with the Independence Square Association, Community Services League, Hotel and Lodging Alliance, Truman Habitat for Humanity, Englewood Business Association, Noland Road CID, and Fairmount CID. 13. Update and relaunch Independence Now app.		and Optimal Service to the Public. 7. Develop a Comprehensive Professional Development and Training Program within the Police and Fire Departments to Address Succession Planning Needs. 8. Reduce Crime and Disorder. Balance proactive policing efforts with community engagement-including neighborhood watch program and business crime prevention program-within allotted resources. 9. Increase Park Patrol to enhance Park Safety. 10. Strengthen Community Services Networks. Identify strategies to improve and expand resources for those with mental health, substance abuse and addiction, and housing challenges, including behavioral crisis and intervention centers. 11. Enhance the Mental Health Co-Responder and ARCH Programs. Continue to adapt the strategies and services used by public safety to approach mental health crises. 12. Facilitate the Development of a Drop-In Center and Single	Power & Light, Including Additional Generation Resources, Long-Term Plan for Maintaining Capacity, and Facilitating the Retirement of Existing Combustion Turbines. 10. Explore Sustainable Technology. Explore technologies to advance environmental sustainability and efficient service delivery. Examples include Advanced Metering Infrastructure, performance management systems also known as community “dashboards, electric vehicle charging infrastructure, and data analytics. 11. Develop Access Management Plan and Storm and Sanitary Master Plan to Guide Development. 12. Leverage and Maximize the Historic District Designation for the Square and Explore Establishing Additional Historic Districts. 13. Target Incentive Programs (Including Tax Abatement), CDBG, and HOME Resources in Neighborhoods, Activity Centers, and Along Corridors to Support Revitalization and Stabilization.	10. Identify and Capture Funding for Dangerous Building Demolitions and Code Enforcement Abatements. 11. Research Additional Long-Term Revenue Streams and Funding Sources to Support Delivery of Basic Services. 12. Seek Voter Approval of General Obligation Bonds for Infrastructure and Facilities Projects. 13. Pursue the Museum and Tourism-Related Activities Tax to Support Tourism Needs. 14. Implement a Budgeting Module to Include Priority-Based Budgeting, Capital Improvements Programming, and Capital Outlay/Asset Replacement Program. 15. Update the City's Purchasing Policy and Procedures. 16. Revise the City's Travel Policy. 17. Implement Uniform Standard Operating Procedures for Grant Reporting. 18. Revise the Monthly Financial Reports for Improved Transparency and Ease of Understanding.	Evaluation Process for All City Employees. 8. Set Employee Diversity Goals. Define the Type of Diversity the City Seeks to Achieve as an Organization (e.g. Reflecting the Community At-Large) and Develop a Program to Achieve These Goals. 9. Implement Department Staffing Plans. Compile departmental staffing plans and create a system to implement the plans to address current and future workload. 10. System Integration. Identify key systems that if integrated would improve efficiency and effectiveness. 11. Improve Departmental Collaboration. Identify opportunities to improve collaboration between City departments and create subgroups on communications, community interactions, long-range planning, and other matters of common concern. 12. Develop Data Analysis Tools. Develop more sophisticated analytical tools to access, monitor, measure, and analyze data to inform decision making. 13. Set Performance Measures. Set performance measures

**Independence City Council
Strategic Agenda
2024-2027**

Strategic Imperative	An Engaged Community	A Growing Economy	A Safe and Friendly Community	A Well-Planned City	A Financially Sustainable Organization	A High-Performance Organization
			Persons Shelter in Eastern Jackson County. 13. Maintain Status as a No-Kill Animal Shelter. 14. Anticipate, Celebrate, and Incorporate an Increasingly Diverse Population into the Community, City Boards and Commissions, and City Staff.	14. Continue Enforcement of the Vacant Building Registry Program. 15. Research and Incorporate Best Practices into the UDO to Encourage Infill Housing Units in Neighborhoods, Public Transit Nodes, and Activity Centers. 16. Support and Engage the Land Clearance Redevelopment Authority to Facilitate Redevelopment Projects. 17. Collaborate with Community Partners on Various Methods to Stabilize Neighborhoods. 18. Develop and Implement Strategies to Reduce Chronic Issues of Litter, debris, and illegal dumping within the Community. Increase the resources dedicated to responding to these problems while also curtailing the proliferation of the issue by adopting a mandatory trash service requirement. 19. Explore Land Acquisition Along Truman Road to Enable Beautification Along Major Entryways into the City. 20. Continue Project Design and Construction for the 24 Highway Complete Streets Project. 21. Continue Implementation of the Recommendations		that align with the strategic plan. 14. Analyze and Collect Data from Performance Measures. Analyze and collect data from performance measures to ensure implementation of the Action Plan, and redesign measures as needed. 15. Strategic Municipal Service Delivery Expectations. Strategically manage community and employee expectations about the City's capacity to deliver services.

**Independence City Council
Strategic Agenda
2024-2027**

Strategic Imperative	An Engaged Community	A Growing Economy	A Safe and Friendly Community	A Well-Planned City	A Financially Sustainable Organization	A High-Performance Organization
				in the Adopted Downtown Redevelopment Coordinating Committee Master Plan. 22. Implement the Recommendations of the Fairmount Planning Sustainable Places Report. 23. Implement the strategies of the 2022 Master Housing Study to Address Various Community Housing Needs. 24. Coordinate with RideKC partners to ensure that public transportation connects the Independence workforce to quality jobs. 25. Advance Design Work on the Noland Road Complete Streets Project.		



Independence City Council

**2024-2027 Strategic Plan
Summary as of July 12, 2024**

Our Mission

Independence City Council

***Building Vibrant Community Through
Service and Leadership.***

Our Strategic Imperatives

An Engaged Community

We foster a culture of engagement and service-oriented leadership focused on collaboration and growth, building on the best of our community.

A Growing Economy

We promote a diversified and thriving economy.

A Safe and Friendly Community

We embrace a healthy and safe community for all.

A Well-Planned City

We consistently improve our residents' quality of life as we plan for a more livable, affordable, and connected city.

A Financially Sustainable Organization

We serve as trusted stewards of financial resources to ensure long-term stability and growth.

A High-Performance Organization

With a strong workforce, we operate as an ethical, efficient, and responsive organization.

An Engaged Community

We foster a culture of engagement and service-oriented leadership focused on collaboration and growth, building on the best of our community.

Objectives:

- **Outreach.** Strengthen and broaden how we deliver information to the community and partners.
- **Community Engagement.** Expand and encourage engagement through innovative methods for inviting input from the community and stakeholders.
- **Public Agency Collaboration.** Foster successful collaboration with other public and governmental agencies and build on these successes.
- **Business and Institutional Partnership.** Explore opportunities for partnerships with key business groups and non-profit organizations.
- **Public Education.** Targeted and consistent messaging through in-person meetings and written communications.

Progress Metrics:

- Volunteer Hrs: 880/mo (avg)
- Press Releases: 8/mo (avg)
- Social Posts: 100/mo (avg)
- % voter turnout on ballot measures
 - Baseline: [xx]%
 - 2024: [xx]%
 - 2025: [xx]%
 - 2026: [xx]%
- Parks & Rec Programs: 35/mo (avg)
- Engagement with City tools
 - Independence Now:
 - Baseline: [xx]
 - Goal: +5.0% YOY
 - Email opt-in:
 - Baseline: [xx]
 - Goal: +5.0% YOY

A Growing Economy

We promote a diversified and thriving economy.

Objectives:

- **Business Growth.** Support retention and growth of existing businesses and encourage new business and developments that align with community initiatives.
- **Infrastructure Investments.** Invest resources strategically to encourage economic development and redevelopment.
- **Workforce Development.** Support education and workforce development initiatives.
- **Hospitality Opportunities.** Attract and promote entertainment and events to encourage economic growth.

Progress Metrics:

- Business Licenses:
 - New apps: 100/mo (avg)
 - Renewals: 310/mo (avg)
- Landlord Licenses:
 - New apps: 45/mo (avg)
 - Renewals: 115/mo (avg)
- Monthly building permits: [#]/yr
- Workforce Development
 - Community Partner Programs: [x]/year
 - Independence Together Graduates: [x]/year
- EDC Measures:
 - Capital Investment \$: [\$x]/yr
 - Jobs Added: [#]/yr
 - Median income: [\$x]/yr

A Safe and Friendly Community

We embrace a healthy and safe community for all.

Objectives:

- **Public Safety.** Support and sustain high quality public safety and emergency management services.
- **Health & Safety.** Provide education and programming for public health, animal welfare, and social services.
- **Friendly Community.** Foster diversity through policies, public awareness, and community engagement.

Progress Metrics:

- Citizen Satisfaction Survey – Overall Satisfaction:
 - Baseline: [xx] (based on 2024 results)
 - Goal: +5.0% YOY
- Police Response Times:
 - Priority 1 calls: <5:56 min
 - Priority 2 calls: <7:52 min
- Fire Response Times: [x] min average
- Animal Adoptions: [#]/month
- ARCH Program Call Diversion: [x]%/month
- Violent Crime Rate Reduction: [x]%

A Well-Planned City

We consistently improve our residents' quality of life as we plan for a more livable, affordable, and connected city.

Objectives:

- **Improve public infrastructure and the condition of public facilities.**
- **High Quality Urban Planning.** Provide high quality planning to address citizen-desire amenities.
- **Revitalize Neighborhoods.** Partner with citizens and business for safe, healthy neighborhoods through public and private investment and resources along with enforcement of applicable city ordinances.
- **Vibrant Commercial, Recreation, and Cultural Districts.** Promote and stabilize vibrant commercial and cultural centers including higher business densities and growth in these key areas.
- **Housing and Transportation Choices.** Vigorously encourage a variety of housing and transportation options.

Progress Metrics:

- Patrons at Facilities: 5,250/mo (average)
- City Acres Mowed: [#]/month (March – November only)
- Pavement Maintenance:
 - [#] lane miles overlayed
 - [#] lane miles sealed
 - [#] potholes repaired
- CID performance/activity:
 - \$[xx] spent/year
 - [#] Projects completed
- Sidewalk Maintenance: [#] Linear feet added
- Multiuse Path Maintenance: [#] linear feet added
- Public Transportation Cost to Utilization: Operating Expense per Passenger Trip: \$[x]

A Financially Sustainable Organization

We serve as trusted stewards of financial resources to ensure long-term stability and growth.

Objectives:

- ***Control Long-Term Costs.*** Ensure expenditures are justifiable and planned for long-term.
- ***Capture Sustainable Sources of Funding.*** Identify and obtain permanent, viable revenue sources for city services and operations.
- ***Financial Analysis and Reporting.*** Ensure transparent and efficient financial information.
- ***Outside Funding Sources.*** Identify, secure, and maximize external funding opportunities and partnerships.

Progress Metrics:

- Minimum Reserve Balance: 16% in General Fund
- Maintain a Balanced Budget
- Actual Expenses: <[x]% Deviation from Budget
- Maintain Bond Rating of A or better
- Receive GFOA Award
- Technology Services:
 - [%] Monthly participation rate in training videos
 - [%] Simulated Phishing Attacks Success Rate

A High-Performance Organization

With a strong workforce, we operate as an ethical, efficient, and responsive organization.

Objectives:

- **Values-Driven Culture.** Promotes ethical behavior, exercises transparency, and maintains the community's trust.
- **Employee Excellence.** Recruit, retain, and empower a diverse, well-trained, qualified and motivated team that delivers superior performance.
- **Best Practices, Creativity, and Forward Thinking.** Be adaptable and flexible with a data-driven outward focus on the community.

Progress Metrics:

- Employee Retention by Department: [x]%
- Supervisors participating in quarterly training: [x]%

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-043 2R An ordinance amending Article 3 of Chapter 5 of the City Code by enacting new sections to revise and clarify the requirements for extended stay hotels. 2R

Recommendations:

Staff recommends approval.

Background:

On September 5, 2023, the City Council approved Ordinance No 19480 amending Chapter 5 of the City Code to add regulations pertaining to extended stay hotels. Since the adoption of these regulations, the City has had ongoing conversations with community members on updates and changes to these regulations. These conversations led to the proposed ordinance that revise and clarify the requirements for extended stay hotels. Specifically, this ordinance:

1. Creates a clearer definition of an extended stay hotel.
2. Increases the re-registration for an extended stay hotel from 7 days to 21 days.
3. Allows the City to accelerate inspections of the extended stay hotel if violations are found to once every 90 days.
4. The ordinance allows the following three (3) exceptions to the mandatory room change every 8 weeks:
 1. Registered occupants staying in rooms reserved and designated for disabled or handicapped guests in compliance with the Americans with Disabilities Act or ADA.
 2. Registered occupants who are staying in a room booked on their behalf or paid for by an insurance company or the occupant's employer.
 3. Registered occupants who are staying in a room via a referral from a non-profit community partner agency.

Staff believes the proposed amendment will better serve our community and help regulate extended stay hotels to ensure the public safety in and around hotels.

Emergency Justification:**Fiscal Impact:**

There is no fiscal impact.

Council Action:

Department / Contact	Community Development /
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REVIEWERS

Tom Scannell
Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Ordinance Regarding Extended Stay Revisions 2024

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE 3 OF CHAPTER 5 OF THE CITY CODE BY ENACTING NEW SECTIONS TO REVISE AND CLARIFY THE REQUIREMENTS FOR EXTENDED STAY HOTELS.

WHEREAS, the City of Independence may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and

WHEREAS, City Council has previously enacted regulations relating to hotels, motels, and lodging establishments; and

WHEREAS, City Council has also previously enacted provisions specifically regulating extended guest stays at these facilities; and

WHEREAS, City Council desires to update these regulations in collaboration with residents and local business owners.

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

SECTION 1. The Code of Ordinances of the City of Independence Section 5.03.001 shall hereby be amended as follows:

SEC. 5.03.001. DEFINITIONS. In this Article:

EXTENDED STAY **HOTEL** means any **hotel, motel, or lodging establishment which** ~~tenant or occupant who exercises occupancy or is entitled to~~ **allow occupancy, as indicated on the establishment's annual business license,** by reason of concession, permit, right of access, license or other agreement for a period of sixteen consecutive calendar days or more, counting portions of calendar days as full days.

HOTEL means any structure or any portion of any structure that is occupied or intended or designed for occupancy by transients for dwelling, lodging or sleeping purposes and includes, but is not limited to, any hotel, inn, bed and breakfast, tourist home or house, motel, studio hotel, bachelor hotel, lodging house, rooming house, apartment house, dormitory, public or private club, mobile home or house trailer at a fixed location. **Hotels may only allow occupants to stay fifteen (15) days or less per stay unless licensed as an extended stay hotel.**

NONPROFIT COMMUNITY PARTNER AGENCY means a nonprofit organization that provides critical services, including but not limited to housing services, case management, education, workforce development, health care, and legal services, to low- and moderate-income individuals and/or households.

OCCUPANCY means the use or possession or the right to the use or possession of any room or rooms or portion thereof in any hotel for dwelling, lodging or sleeping purposes.

OPERATOR means the person who is the proprietor of a hotel. Where the operator performs functions through a managing agent of any type other than an employee the managing agent shall also be deemed an operator for the purposes of this Article and shall have the same duties and liabilities as the principal. Compliance with the provisions of this Article by either the principal or the managing agent shall be compliance by both.

PERSON means any individual, firm, partnership, joint venture, association, social club, fraternal organization, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate or any other group or combination acting as a unit.

RENT means the consideration charged for the occupancy of space in a hotel.

TENANT means any person who exercises occupancy or is entitled to occupancy by reason of concession, permit, right of access, license or other agreement. OCCUPANT can be used interchangeably with TENANT.

TRANSIENT means any tenant who exercises occupancy or is entitled to occupancy by reason of concession, permit, right of access, license or other agreement for a period of thirty consecutive calendar days or less, counting portions of calendar days as full days. Any such tenant so occupying space in a hotel shall be deemed to be a transient until the period of thirty days has expired unless there is an agreement in writing between the operator and the occupant providing for a longer period of occupancy. In determining whether a person is a transient, uninterrupted periods of time extending both prior and subsequent to the effective date of this Article may be considered.

RECORD means all electronic, typewritten, or handwritten information about a tenant.

REGISTER means a machine in which electronic or typewritten records are kept or a document or set of documents in which handwritten or typewritten records are kept.

SECTION 2. The Code of Ordinances of the City of Independence Section 5.03.19 shall hereby be amended as follows:

SEC.5.03.019 EXTENDED STAYS - OCCUPANCY STANDARDS.

A. Each hotel, motel or lodging place shall only rent to and allow occupancy by transient guests, **unless it is licensed as an extended stay hotel.** ~~an existing hotel, motel or lodging place has a current special land use permit which expressly allows for stays longer than fifteen (15) days.~~ **Nevertheless, N** ~~no~~ person may be an occupant or tenant in the **any** facility for more than sixty (60) days in any six-month period. The owner shall develop and implement procedures to prevent stays for a longer period of time which shall be subject to review by the City.

1. ~~Exception: Extended stays by guests may be allowed in certain facilities which have the following physical design features and amenities:~~ **Extended stay hotels shall meet the following physical design features and requirements:**
 - a. Building. Each facility shall provide a main entrance to a lobby. Entry into any guest suite shall be from an interior hallway. All hallways to guest suites shall be within the interior of the building and shall be climate-controlled. All entrances into the building shall require a valid suite key card to open and shall be equipped with self-closing doors.
 - b. Oversized and Suite-Style Accommodations. All guest suites on the property must be set up in a suite configuration with a separate area for food preparation, dining, and other living activities. All suites must be fully furnished with bedding, table and chairs, with all linens provided.
 - c. Kitchenette. All guest suites must be adequately equipped for in-suite storage of food and safe preparation of meals and include:
 - (1) Separate Sink. Must be located outside of the bathroom and integrated within a countertop having at least 12 square feet of flat surface area;
 - (2) Appliances. A separate area within each suite must contain a two-burner cooktop, microwave, and efficiency-sized refrigerator/freezer at least 8 cubic feet in capacity;
 - (3) Vent Hood. Must be positioned immediately above the cooktop to vent steam and aromas; and
 - (4) Dry Storage. Cabinets must be placed above and below the countertop to provide for at least 25 cubic feet of storage of non-perishable items, separate and apart from the closet.
 - d. **Exception. Legally existing extended stay hotels that were designed and constructed with the Building design in paragraph a. above shall be exempted from that requirement. If the legally existing extended stay hotel is expanded in either square footage or number of rooms, the building shall comply with paragraph a. above.**
2. No facility, including **extended stay hotels** ~~those meeting the above requirements,~~ may provide for extended stays until express authorization is noted on the facility's annual business license. Further, no such facility shall be used for long stays as a replacement for permanent housing.
 - a. In the City's sole discretion, authorization to provide for extended stays may be denied or withdrawn due to excessive qualifying calls for police service relating to: crimes of violence, unlawful drug activity, prostitution, solicitation, peace

disturbances, thefts, vandalism, unlawful weapon offenses, and property crimes. In reaching this determination, the City may consider the ratio of qualifying calls for police service in the preceding twelve (12) month period, as compared to the number of rooms available for occupancy in the facility. In the event the ratio of qualifying calls for police service places the hotel in the top twenty (20%) percent of all hotels in the City; the calls for police service to that hotel will be presumed to be excessive.

B. Occupancy Standards. Owners **of a hotel or extended stay hotel** shall develop and implement procedures to prevent stays for a longer period of time **than those allowed under this Article**. The following items shall be included as part of the procedure, in addition to the other requirements required under this Chapter.

1. Mandatory Re-Check-In. Registered tenants (including any occupant) **of extended stay hotels** desiring to stay at the facility for more than **twenty-one (21) ~~seven (7)~~** days will be required to reregister ~~weekly~~ and be issued new keys. For ~~those extended stay hotels expressly allowed to register guests to stay longer than fifteen (15) days,~~ the registered occupants may not remain in the same room for more than eight (8) weeks consecutively and shall be required to change rooms for stays of a longer duration. **Hotels are expressly excluded from mandatory re-check in requirements so long as the facility is in compliance with this Chapter.**

- a. Exception: For ~~those extended stay hotels expressly allowed to register guests to stay longer than 15 days,~~ the seven-day mandatory re-check-in and the mandatory room change every eight weeks shall not apply if the hotel is compliant with the following procedures:

- (1) The **extended stay** hotel shall conduct housekeeping in each room at least once per week (which cannot be declined by the guest). In addition to any normal cleaning which may be required, housekeeping shall conduct an inspection of the room in accordance with a checklist developed and approved by the City. The staff's weekly inspection is intended to observe illegal or inappropriate behavior and safety issues. Staff shall complete the checklist and provide to hotel management. The hotel shall keep the completed checklists and a log showing the cleaning dates of each room; such records shall be kept for a minimum of two years and shall be made available to the City upon request.
- (2) The **extended stay** hotel shall provide registration records to the City upon request and shall provide access so that the City may conduct periodic inspections of rooms. Such periodic inspections shall be conducted at the cost of the hotel.

1. In the event that City Inspectors find a violation of the City Code during an inspection under this Section, additional

inspections shall be conducted by the City not less than once every ninety (90) days until the violation(s) have been corrected.

- (3) Registered occupants shall be required to re-check-in every calendar month during a stay of longer duration than 15 days. The registered occupant shall not be required to change rooms but shall be required to interact with hotel staff in the same manner as new guests checking in. The hotel shall ensure that occupancy of the room is consistent with hotel records and in compliance with the occupancy standards set forth in the Municipal Code.
- b. **Exception: The prohibition on remaining in the same room for more than eight weeks is waived for the following individuals so long as housekeeping is performed no less than once per week in each room:**
 - (1) **Registered occupants staying in rooms reserved and designated for disabled or handicapped guests in compliance with the Americans with Disabilities Act or ADA.**
 - (2) **Registered occupants who are staying in a room booked on their behalf or paid for by an insurance company or the occupant's employer.**
 - (3) **Registered occupants who are staying in a room via a referral from a non-profit community partner agency.**
2. Occupancy Limits. Occupancy limits for each room shall be determined by the Fire Marshal and shall be displayed in each room. No person may occupy a room without being registered with hotel management as an occupant. Occupancy of any room shall not exceed that fixed by the Fire Marshal at any time.
3. Refusal To Register. As permitted by the provisions of Section 315.067, RSMo., 2023, any person in charge of the facility shall refuse or deny the use of a room, accommodations, facilities or other privileges of the hotel to any person or persons exhibiting any of the following:
 - a. An individual who is unwilling or unable to pay for the room, accommodations, facilities, or other privileges of the hotel;
 - b. An individual who reasonably appears to be visibly intoxicated, under the influence of alcohol or other drug, or acts in a disorderly manner so as to be reasonably likely to create a public nuisance;

- c. An individual the person in charge of the facility has reason to believe or reasonably believes to be seeking to use a room, accommodations, facilities or other privileges of the hotel for an unlawful purpose;
 - d. An individual the person in charge of the facility has reason to believe or reasonably believes to be bringing in anything which may create an unreasonable danger or risk to other persons, including but not limited to explosives or the unlawful use of firearms;
 - e. An individual whose use of the room, accommodations, facilities or other privileges of the hotel would result in a violation of the maximum capacity of such room, accommodation, facility or hotel.
4. Ejection From Facility. As permitted by the provisions of Section 315.075, RSMo., 2023, the person in charge of the facility shall eject a person from the hotel and notify the appropriate local law enforcement authorities for any of the following reasons:
- a. Non-payment of charges incurred by the individual renting a room, accommodations or facilities of the hotel when the charges are due and owing;
 - b. Any individual renting a room, accommodations or facilities of the hotel who is visibly intoxicated, under the influence of alcohol or other drug or acting in a disorderly manner;
 - c. Any individual the person in charge of the facility has reason to believe or reasonably believes is using the premises for an unlawful purpose;
 - d. An individual the person in charge of the facility has reason to believe or reasonably believes to have brought something into the hotel which may create an unreasonable danger or risk to other persons, including but not limited to unlawful use of firearms or explosives; and
 - e. Any individual the person in charge of the facility has reason to believe or reasonably believes to be in violation of any Federal, State or local laws or regulations relating to the hotel.

SECTION 3. This Ordinance shall be in full force and effect from and after passage.

PASSED THIS ____ DAY OF _____, 2024, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY

City Manager

NOTE: Words struck through and bolded are being removed by this ordinance and words underscored and bolded are being added by this ordinance.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-088 **2R** An Ordinance adding a new Article 5, Legal Description, to the Independence City Code, Chapter 10. **2R**

Recommendations:**Background:****Emergency Justification:****Fiscal Impact:****Council Action:**

**Department /
Contact**

Council and Board /

REVIEWERS

Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Ordinance - Legal Descriptions
2. 2024 Independence City Council Districts Descriptions
3. 2024 Independence City Corporate Limits Boundary Description

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ADDING A NEW ARTICLE 5, LEGAL DESCRIPTION, TO
INDEPENDENCE CITY CODE CHAPTER 10.

WHEREAS, on August 5, 2024, qualified voters of the City of Independence approved Charter Amendment Question 1, which removes the City legal description and City Council district legal descriptions from the Charter; and

WHEREAS, the City Council desires to add the City legal description and City Council district legal descriptions into the Independence City Code.

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

Section 1. The Code of Ordinances of the City of Independence Chapter 10 shall be amended to include a new Article 5, Legal Descriptions, to read as follows:

Chapter 10 – GENERAL AND MISCELLANEOUS PROVISIONS
ARTICLE 5. – LEGAL DESCRIPTIONS

Section 10.05.001. – City boundary legal description.

The boundaries of the City of Independence shall be as follows:

[INSERT DESCRIPTION]

Section 10.05.002. – City Council district legal description.

The City is hereby divided by a line running generally north and south described as follows:

Beginning at a point on the south City limits of the City of Independence, Missouri, at the centerline of Lee's Summit Road; thence northerly along the centerline of Lee's Summit Road to its intersection with the centerline of 39th Street; thence westerly along the centerline of 39th Street to its intersection with the centerline of Haden Drive; thence northerly along the centerline of Haden Drive to its intersection with the centerline of 35th Street; thence westerly along the centerline of 35th Street to its intersection with the centerline of Leslie Avenue; thence northerly along the centerline of Leslie Avenue to its intersection with 34th Street; thence westerly along the centerline of 34th Street to its intersection with Emery Avenue; thence northerly along the centerline of Emery Avenue to its intersection with 33rd Street; thence westerly along the centerline of 33rd Street to its intersection with Hocker Avenue; thence northerly along the centerline of Hocker Avenue to its intersection with 32nd Street; thence westerly along the centerline of 32nd Street to its intersection with Noland Road; thence northerly along the centerline of Noland Road to its intersection with Pacific Avenue; thence easterly along the centerline of Pacific Avenue to its intersection with Hocker Avenue; thence northerly along the centerline of Hocker Avenue to its intersection with Lexington Avenue; thence easterly along the centerline of Lexington

Avenue to its intersection with Rogers Avenue; thence northerly along the centerline of Rogers Avenue to its intersection with Truman Road; thence easterly along the centerline of Truman Road to its intersection with Kiger Road; thence northerly along the centerline of Kiger Road to its intersection with US 24 Hwy; thence northeasterly along the centerline of US 24 Hwy to its intersection with Salisbury Road; thence easterly along the centerline of Salisbury Road to its intersection with M-291 Hwy; thence northerly along the centerline of M-291 Hwy to its intersection with the north City limits of the City of Independence, Missouri.

That part of the City lying west of the line above described shall be and is hereby divided by a line running generally east and west described as follows:

Beginning at a point on the centerline of 23rd Street (Missouri 78 Highway) at its intersection with Noland Road; thence westerly along the centerline of 23rd Street (Missouri 78 Highway) to a point at the west city limits of the City of Independence, Missouri.

That part of the City lying east of the north-south line first described shall be and hereby is divided by a line running generally east and west described as follows:

Beginning at a point on the centerline of 23rd Street (Missouri 78 Highway) at its intersection with the centerline of Noland Road; thence easterly along the centerline of 23rd Street (Missouri 78 Highway) to its intersection with the centerline of Missouri 291 Highway; thence continuing easterly along the centerline of 23rd Street (Missouri 78 Highway) (Lake City Buckner Road) to its intersection with the centerline of Swope Drive; thence southerly along the centerline of Swope Drive to its intersection with Holke Road; thence easterly along the centerline of Holke Road to its intersection with Ringo Road; thence southerly along the centerline of Ringo Road to its intersection with Ringo Road; thence southeasterly along the centerline of Ringo Road to its intersection with Ringo Circle; thence southerly along the centerline of Ringo Circle to its intersection with Ringo Road; thence southerly along the centerline of Ringo Road to its intersection with R D Mize Road; thence easterly along the centerline of R D Mize Road to its intersection with Eureka Road; thence easterly along the centerline of Eureka Road to its intersection with Crenshaw Road; thence northerly along the centerline of Crenshaw Road to its intersection with Strode Road; thence easterly along the centerline of Strode Road to its intersection with M-7 Hwy; thence northerly along the centerline of M-7 Hwy to its intersection with Argo Road; thence easterly along the centerline of Argo Road to its intersection with the City limit line of the City of Independence, Missouri.

That part of the City lying in the quadrant thus created in the northwest part of the City shall be known as District 1; that part lying in the northeast part of the City shall be known as District 2; that part lying in the southeast part of the City shall be known as District 3; and that part lying in the southwest part of the City shall be known as District 4.

Section 2. This Ordinance shall be in full force and effect from and after passage.

Section 3. The provisions of this Ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.

Section 4. The City Clerk is hereby authorized to correct any scriveners' errors contained herein or made in amending the City Code.

PASSED THIS ____ DAY OF _____, 20____, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

City of Independence, Counties of Jackson and Clay, State of Missouri

City Council District Descriptions

October 2024

The purpose of these descriptions is to update and identify the city council districts of the City of Independence, Counties of Jackson and Clay, State of Missouri. No boundary survey was performed for the creation of this document. These descriptions are based on record information provided by the City of Independence.

The City is hereby divided by a line running, generally north and south, as described as follows:

Beginning at a point on the south city corporate limits of the City of Independence, Counties of Jackson and Clay, State of Missouri, at the center line of Lee's Summit Road; thence northerly along the center line of Lee's Summit Road to its intersection with the center line of East 39th Street; thence westerly along the center line of East 39th Street to its intersection with the center line of South Haden Drive; thence northerly along the center line of South Haden Drive to its intersection with the center line of East 35th Street South; thence westerly along the center line of East 35th Street South to its intersection with the center line of South Leslie Avenue; thence northerly along the center line of South Leslie Avenue to its intersection with East 34th Street South; thence westerly along the center line of East 34th Street South to its intersection with South Emery Avenue; thence northerly along the center line of South Emery Avenue to its intersection with East 33rd Street South; thence westerly along the center line of East 33rd Street South to its intersection with South Hocker Avenue; thence northerly along the center line of South Hocker Avenue to its intersection with East 32nd Street South; thence westerly along the center line of East 32nd Street South to its intersection with South Noland Road; thence northerly along the center line of South Noland Road to its intersection with East Pacific Avenue; thence easterly along the center line of East Pacific Avenue to its intersection with South Hocker Avenue; thence northerly along the center line of South Hocker Avenue to its intersection with East Lexington Avenue; thence easterly along the center line of East Lexington Avenue to its intersection with South Rogers Street; thence northerly along the center line of South Rogers Street to its intersection with East Truman Road; thence easterly

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Kansas City, Kansas 66103

along the center line of East Truman Road to its intersection with North Kiger Road; thence northerly along the center line of North Kiger Road to its intersection with U.S. Route (Highway) No. 24; thence northeasterly along the center line of U.S. Route (Highway) No. 24 to its intersection with East Salisbury Road; thence easterly along the center line of East Salisbury Road to its intersection with Missouri State Route (Highway) No. 291; thence northerly along the center line of Missouri State Route (Highway) No. 291 to its intersection with the north city corporate limits of the City of Independence, Counties of Jackson and Clay, State of Missouri.

And

That part of the City lying west of the north-south line first described shall be and is hereby divided by a line running generally east and west described as follows:

Beginning at a point on the center line of 23rd Street (Missouri State Route (Highway) No. 78) at its intersection with Noland Road; thence westerly along the center line of West 23rd Street (Missouri State Route (Highway) No. 78) to a point at the west city corporate limits of the City of Independence, Counties of Jackson and Clay, State of Missouri.

And

That part of the City lying east of the north-south line first described shall be and is hereby divided by a line running generally east and west described as follows:

Beginning at a point on the center line of East 23rd Street (Missouri State Route (Highway) No. 78) at its intersection with the center line of Noland Road; thence easterly along the center line of East 23rd Street (Missouri State Route (Highway) No. 78) to its intersection with the center line of Missouri State Route (Highway) No. 291; thence continuing easterly along the center line of East 23rd Street (Missouri State Route (Highway) No. 78) to its intersection with the center line of South Swope Drive; thence southerly along the center line of South Swope Drive to its intersection with Holke Road; thence easterly along the center line of Holke Road to its intersection with Ringo Road; thence southerly along the center line of Ringo Road to its intersection with South Ringo Road; thence southeasterly along the center line of South Ringo

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Road to its intersection with East Ringo Circle; thence southerly along the center line of East Ringo Circle to its intersection with South Ringo Road; thence southerly along the center line of South Ringo Road to its intersection with East R. D. Mize Road; thence easterly along the center line of East R. D. Mize Road to its intersection with East Eureka Road; thence easterly along the center line of East Eureka Road to its intersection with South Crenshaw Road; thence northerly along the center line of South Crenshaw Road to its intersection with East Strode Road; thence easterly along the center line of East Strode Road to its intersection with Missouri State Route (Highway) No. 7; thence northerly along the center line of Missouri State Route (Highway) No. 7 to its intersection with East Argo Road; thence easterly along the center line of East Argo Road to its intersection with the city corporate limits of the City of Independence, Counties of Jackson and Clay, State of Missouri.

That part of the City lying in the quadrant thus created in the northwest part of the City shall be known as District 1; that part of the City lying in the quadrant thus created in the northeast part of the City shall be known as District 2; that part of the City lying in the quadrant thus created in the southeast part of the City shall be known as District 3; and that part of the City lying in the quadrant thus created in the southwest part of the City shall be known as District 4.

City of Independence, Counties of Jackson and Clay, State of Missouri

City Corporate Limits Boundary Description

October 2024

The purpose of this description is to update and identify the city corporate limits of the City of Independence, Counties of Jackson and Clay, State of Missouri. No boundary survey was performed for the creation of this document. This is not a description that can be used to acquire title. This description is based on record information provided by the City of Independence.

Beginning at a point 200 feet south and 200 feet west of the Northwest corner of the Northeast Quarter of Section 17, Township 49 North, Range 32 West⁽¹⁾; thence North, to point 195 feet North of East-West center line of Section 8, Township 49 North, Range 32 West⁽²⁾; thence West, along a line parallel with said East-West center line and 195 feet north of the East-West center line, to the Easterly right-of-way of Blue Ridge Boulevard⁽³⁾ as now established in October 2024; thence Northerly, along the said Easterly right-of-way, to a point 180 feet south of the South line of the North Half of the North Half of Section 6, Township 49 North, Range 32 West⁽²⁾; thence Easterly, 200 feet from said Easterly right-of-way, on a line drawn perpendicular to the center line of Blue Ridge Boulevard⁽³⁾ as now established in October 2024; thence Northerly, on a line 200 feet parallel with the center line of Blue Ridge Boulevard as now established in October 2024, to a point 200 feet north of the North right-of-way of U.S. Route (Highway) No. 24, (also known as Winner Road) as now established in October 2024; thence Southwesterly, parallel with the North right-of-way of U.S. Route (Highway) No. 24 as now established in October 2024, 800 feet⁽³⁾; thence North, to a point 150 feet north of the East-West center line of Section 31, Township 50 North, Range 32 West; thence East, to the East line of the said Section 31; thence North, along the said East line of Section 31, to the Southerly right-of-way of the Canadian Pacific Kansas City Limited Railroad (doing business as CPKC and formerly known as the Kansas City Southern Railway Company and the Gulf, Mobile and Ohio Railroad); thence Southeasterly, along the said Southerly right-of-way, to the center line of North Kentucky Avenue as now established in October 2024; thence Northerly and Easterly, along the center line of said North Kentucky Avenue as now established in October 2024, to its intersection with

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the center line of North Hillcrest Road as now established in October 2024; thence Northerly, along the center line of North Hillcrest Road as now established in October 2024, to its intersection with the center line of East Norledge Avenue as now established in October 2024; thence, North parallel with the North-South center line of Section 32, Township 50 North, Range 32 West, to the South line of the Northeast Quarter of the Northwest Quarter of said Section 32; thence East, to the North-South center line of Section 32, Township 50 North, Range 32 West; thence North, along the North-South center lines of Sections 32 and 29, Township 50 North, Range 32 West, to the center line channel of the Missouri River as now exists in October 2024, said center line of channel being located in the County of Clay, State of Missouri; thence in Southeasterly, Easterly, and Northeasterly directions, along the said center line of channel, to a point north of a point on the south bank of the Missouri River as established by a survey dated October 5, 1914, said point being 127.4 feet north of a point on the Northerly right-of-way of the Burlington Northern and Santa Fe Railway (BNSF) (formerly known as the Atchison, Topeka and Santa Fe Railway Company) which is 2051.8 feet southwesterly of the point of intersection of the Northerly right-of-way of said railway company and the North-South center line of Section 28, Township 50 North, Range 32 West, said distance measured along the said Northerly right-of-way; thence South, to said point on the south bank of the Missouri River as now exists in October 2024; thence South, 247.8 feet to a point on the Southerly right-of-way of said Burlington Northern and Santa Fe Railway; thence Southwesterly and Southerly, along the said Southerly right-of-way, to a point on said Southerly right-of-way which is the Northwest corner of Lot 3, Hugh L. McElroy Farm Plat^(A); thence South, along the West lines of Lots 3 and 4, Hugh L. McElroy Farm Plat^(A), 558.91 feet; thence East, 657.61 feet to a point on the East line of Section 32, Township 50 North, Range 32 West, said point being 418.65 feet south of the Northeast corner of said Section 32; thence Southeast, 86.51 feet to the Southwest corner of Lot 232, McElroy Heights Plat^(B); thence Southeast, along the Southerly lines of Lots 232, 233, 234, 235, 236, 237, 238, 239, 240, and 241, (also being the Northerly right-of-way of Park View Avenue), McElroy Heights Plat^(B) 398.78 feet to the Southeast corner of said Lot 241; thence Northeasterly, 5.95 feet to a point on the Westerly line of Lot 242, McElroy Heights Plat^(B); thence East, along a line of the west prolongation of the South line of Lot 216, McElroy Heights Plat^(B) and continuing along the South line of said Lot 216 to the Southeast corner of said Lot 216, 203.56 feet, said point being on the West right-of-way of Huttig Avenue as now established in October 2024; thence North, along the said West right-of-way, 360 feet to a

point 31.55 feet west of the East line of Lot 8, Hugh L. McElroy Farm Plat^(A); thence East, 60 feet to the Northwest corner of Lot 170, McElroy Heights Plat^(B); thence East, along the North line of Lots 170 and 169, McElroy Heights Plat^(B) 270 feet to the Northeast corner of Lot 169, McElroy Heights Plat^(B); thence Northeasterly, 64.94 feet to the Northwest corner of Lot 42, McElroy Heights Plat^(B); thence East, along the North line of Lots 42, 41, 40, 39, 38, 37, 36, 35, 34, 33, and 32, McElroy Heights Plat^(B), 450 feet to the Northwest corner of Lot 31, McElroy Heights Plat^(B); thence South, along the West line of Lots 31, 54, 65, 88, 99, 122, and 133, McElroy Heights Plat^(B), 1025 feet to the Southwest corner of said Lot 133, McElroy Heights Plat^(B); thence West, along the North right-of-way of Norledge Avenue as now established in October 2024, to its intersection with the West line of an alley between Hardy and Willow Avenues as now established in October 2024; thence South, along the said West line, to the Southeast corner of Lot 174, Jackson Lithia Place Plat^(C); thence East, 6 feet to the center line of an alley which intersects with Scarritt Avenue as now established in October 2024; thence South, to a point 12 feet south of the Southwest corner of Lot 105, Jackson Lithia Place Plat^(C); thence West, 25 feet to the Northwest corner of Lot 102, Jackson Lithia Place Plat^(C); thence South, to a point on the North line of Lot 105, Fairmount Addition Plat^(D); thence East, 25 feet to the Northwest corner of Lot 130, Fairmount Addition Plat^(D); thence South, to the Northwest corner of Lot 187, Fairmount Addition Plat^(D); thence South, to a point on the North right-of-way of U.S. Route (Highway) No. 24, said point being south of the Southwest corner of Lot 10, Cusenbary Homestead Plat^(E); thence East, along the said North right-of-way⁽²⁾, to a point 200 feet west of the Northwest corner of the East Half of the Northwest Quarter of Section 3, Township 49 North, Range 32 West; thence North, 200 feet⁽⁴⁾; thence East, parallel with and 200 feet north of the North line of said Section 3, to a point 200 feet north and 200 feet west of the Southeast corner of the Southwest Quarter of Section 34, Township 50 North, Range 32 West⁽⁴⁾; thence North, 2,640 feet to a point 200 feet north and 200 feet west of the Center of Section 34; thence East, parallel with and 200 feet north of the East-West center line of Section 34⁽⁴⁾, to a point 200 feet north and 300 feet west of the Westerly right-of-way of River Boulevard⁽⁵⁾ as now established in October 2024; thence Northerly, on a line parallel with and 300 feet west of said Westerly right-of-way, to a point that is 50 feet north of the East-West center line of the Northeast Quarter of Section 34, Township 50 North, Range 32 West; thence East, along a line 50 feet north of the East-West center line of the Northeast Quarter of Section 34, to the West line of Lot 8, Kemper Place Plat^(F); thence North, along the West line of Lot 8, Kemper Place

Plat^(F), 546.94 feet; thence East, along the North line of Lots 3 and 1, Silver Lane Lawn Annex Plat^(G) 439.72 feet; thence North, on a line parallel with and 448.8 feet west of the East line of Section 34, Township 50 North, Range 32 West, to a point on the North line of said Section 34; thence West, 46.1 feet to a point on the center line of McBride Avenue as now established in October 2024⁽⁶⁾; thence North, to the south line of Kentucky Hills (Lots 116 to 532) Plat^(H); thence West, to the Southwest corner of Lot 424, Kentucky Hills (Lots 116 to 532) Plat^(H); thence North, to the Northwest corner of Lot 290, Kentucky Hills (Lots 116 to 532) Plat^(H); thence West, to the Southwest corner of Lot 285, Kentucky Hills (Lots 116 to 532) Plat^(H); thence North, along the West line of Kentucky Hills (Lots 116 to 532) Plat^(H), to the Northwest corner of Lot 225, Kentucky Hills (Lots 116 to 532) Plat^(H); thence East, to the Southwest corner of Lot 224, Kentucky Hills (Lots 116 to 532) Plat^(H); thence North, along the West line of Kentucky Hills (Lots 116 to 532) Plat^(H) and Kentucky Hills (Lots 533 to 576) Plat^(J), to the North line of Section 27, Township 50 North, Range 32 West; thence West, along the North line of said Section, 75.93 feet; thence North, 200 feet⁽⁶⁾; thence Easterly, 200 feet north of and parallel with the South line of Section 20, Township 50 North, Range 31 West, to a point intersecting with the North right-of-way of U.S. Route (Highway) No. 24 as now established in October 2024⁽⁷⁾; thence Northerly and Easterly, along the North right-of-way of U.S. Route (Highway) No. 24 as now established in October 2024, to a point of intersection the Easterly right-of-way of Bay Avenue as now established in October 2024; thence Westerly and Northerly, along the Easterly right-of-way of Bay Avenue, 500 feet to the Southerly right-of-way of East Lexington Road as now established in October 2024⁽⁸⁾; thence Easterly, to a point on the Southerly right-of-way of Old Lexington Road as now established in October 2024, said point being 120 feet east of the Easterly right-of-way of Bay Avenue as now established in October 2024^{(9) (10)}; thence Northerly, along the Easterly rear lot lines of Lots 169, 168, 167, 166, 165, 164, 163, 162, 161, and 160, Elm Grove 6th Plat^(K), to a point of intersection with the rear lot line of Lot 178, Salem East Plat^(L); thence Easterly, along the Southerly lot lines of Lots 178, 179, 180, 181, 182, and 183, Salem East Plat^(L), to the East right-of-way of Salem Drive as now established in October 2024; thence Southerly, along the aid East right-of-way, 464.32 feet; thence Southwesterly, 185.77 feet; thence, perpendicular to the previous line in southeasterly direction, 150.08 feet to the North right-of-way of U.S. Route (Highway) No. 24 as now established in October 2024⁽¹¹⁾; thence continuing Northerly and Easterly, along the North right-of-way of U.S. Route (Highway) No. 24, as now established in October 2024, to the Northeast corner of Section 21, Township 50 North,

Range 30 West; thence South, along the East Section lines of Sections 21, 28, and 33, Township 50 North, Range 30 West, and Section 4, Township 49 North, Range 30 West, to the South right-of-way of Truman Road as now established in October 2024⁽¹²⁾; thence Westerly, along the said South right-of-way, to a point of intersection with the East Section line of Section 6, Township 49 North, Range 30 West; thence South, to the South right-of-way of Truman Road, as now established in October 2024, to a point of intersection of the West right-of-way of Owens School Road as now established in October 2024; thence Southwesterly, along the said West right-of-way, 59 feet to a point of curvature; thence continuing South, along the said West right-of-way, 824 feet; thence West, 2,598 feet; thence South, 314 feet; thence West, 1,335 feet; thence North, 1,251 feet to the South right-of-way of Truman Road as now established in October 2024⁽¹³⁾; thence West, along the said South right-of-way, to the Northeast corner of Lot 2, Parker's Farm Plat^(M); thence South, along the East line of Lot 2, Parker's Farm Plat^(M), 744.70 feet to the Southeast corner of Lot 2, Parker's Farm Plat^(M); thence West, along the South line of said Lot 2, 591.16 feet to the Southwest corner of Lot 1, Parker's Farm Plat^{(M)(14)}, said corner also being on the East line of Lot 7, Windy Point Plat^{(N)(14)}; thence South, along the East line of Lots 7, 8, 9, 10, 11, and 12, Windy Point Plat^{(N)(14)}, 546.15 feet to the Southeast corner of Lot 12, Windy Point Plat^{(N)(14)}; thence South, along a line parallel with and 300 feet east of the center line of Missouri State Route (Highway) No. 7 as now established in October 2024⁽¹⁵⁾, to a point on the North line of Tract A, Falco Industrial Park First Plat^(O); thence West, 260 feet, along the said North line, to the Easterly right-of-way of Missouri State Route (Highway) No. 7 as now established in October 2024⁽¹⁶⁾; thence Southerly, along the said Easterly right-of-way, 2131.16 feet to the Southeast corner of Tract 1, Falco Industrial Park Conveyance Plat^{(P)(16)}; thence North, along the East line of said Tract 1, Falco Industrial Park Conveyance Plat^{(P)(16)}, 360 feet more or less; thence Southeasterly and South, along a line parallel to and 300 feet, more or less, east of the center line of Missouri State Route (Highway) No. 7 as now established in October 2024⁽¹⁶⁾, to a point that is 250 feet north of the South Section line of Section 18, Township 49 North, Range 30 West; thence West, along a line 250 feet north and parallel with the South line of said Section 18, to a point on the East Section line of Section 13, Township 49 North, Range 31 West, said point being 250 feet north of the Southeast corner of the said Section 13; thence South, along the East line of said Section, to the Southeast corner of the said Section 13; thence West, along the South Section lines of Sections 13, 14, and 15, Township 49 North, Range 31 West, to a point of intersection with the East right-of-way of NW R. D. Mize

Road as now established in October 2024⁽¹⁷⁾; thence South and Southeasterly, along the said East right-of-way of R. D. Mize Road, as now established in October 2024, to an intersection with the East right-of-way of Chapel Road as now established in October 2024; thence South, along the said East right-of-way, to an intersection with the North right-of-way of U.S. Interstate (Highway) 70 as now established in October 2024; thence Westerly, along the said North right-of-way, to an intersection with the East line of Section 28, Township 49 North, Range 31 West⁽¹⁸⁾; thence South, along the East line of said Section, to the North right-of-way of Valley View Road as now established in October 2024; thence West, along the said North right-of-way, to a point of intersection with the North line of the Northeast Quarter of the Southeast Quarter of said Section 28; thence West, along the North line of said Northeast Quarter of the Southeast Quarter, 432.37 feet to the Northwest corner of said Northeast Quarter of the Southeast Quarter; thence South, along the West line of said Northeast Quarter of the Southeast Quarter, 577.76 feet to a point on the East right-of-way of Joe Thomas Road as now established in October 2024; thence South, along said East right-of-way, to a point on the West line of said Northeast Quarter of Southeast Quarter, said point being 155.92 feet north of the Northwest corner of said Southeast Quarter of the Southeast Quarter; thence South, 155.92 feet to the North line of said Southeast Quarter of the Southeast Quarter; thence East, along the North line of said Southeast Quarter of the Southeast Quarter, to a point on the center line of a creek as it now exists in October 2024; thence Southeast, meandering along the center line of said creek, as it now exists in October 2024, to the East line of Section 28⁽¹⁹⁾; thence continuing Southeast, along the center line of said creek as now exists in October 2024, to the East line of the Southwest Quarter of the Southwest Quarter of Section 27, Township 49 North, Range 31 West; thence South, along the East line of said Southwest Quarter of the Southwest Quarter, to the South line of Section 27; thence West, along the South line of said Section, to the Northeast corner of Lot 225, Brittany Ridge 1st Plat^(Q); thence South, along the East line of Lots 225, 224, 223, 222, 221, 220, 219, 218, 217, 216, 215, 214, 213, 212, and 211, Brittany Ridge 1st Plat^(Q) to the intersection of the North right-of-way of U.S. Route (Highway) No. 40 as now established in October 2024; thence West, along said North right-of-way, to the Southwest corner of Lot 250, Brittany Ridge 1st Plat^(Q); thence North, along the West line of Lots 250, 249, 248, 247, 246, 245, and 244, Brittany Ridge 1st Plat^(Q), to a point on the Southeast corner of Lot 241, Brittany Ridge 1st Plat^(Q); thence West, along the South line of Lots 241 and 240, Brittany Ridge 1st Plat^(Q), to the Southeast corner of Lot 240, Brittany Ridge 1st Plat^(Q); thence North,

along the West line of Lots 240, 239, and 238, Brittany Ridge 1st Plat^(Q), to a point on the Southeast corner of Lot 108, Brittany Ridge 3rd Plat^(R); thence West, along the South line of Lots 108, 107, and 106, Brittany Ridge 3rd Plat^(R) to the Southeast corner of Tract C, Brittany Ridge 4th Plat^(S); thence Southwesterly, along the South line of Tract C and Lots 126, 127, 128, 129, 130, 131, 132, and Tract D, Brittany Ridge 4th Plat^(S) to the Southwest corner of Tract D, Brittany Ridge 4th Plat^(S); thence Northwesterly, along the West line of Tract D, Brittany Ridge 4th Plat^(S), to a point on the South line of Section 28, Township 49 North, Range 32 West⁽²⁰⁾; thence West, along the South Section lines of 28 and 29, Township 49 North, Range 32 West to a point of intersection of the center line of the Little Blue River⁽²¹⁾ as now exists in October 2024; thence Southwesterly, meandering along the center line of said Little Blue River as now exists in October 2024, to a point 947 feet, more or less, west of the Southeast corner of the Northwest Quarter of Section 31, Township 49 North, Range 31 West; thence East, 193 feet, more or less, to the Northeast corner of the Little Blue Trace Park property owned by the County of Jackson, State of Missouri; thence Southwest, along the East line of said property, to the Southeast corner; thence Southerly, along said property in a Northwesterly direction, to a point of intersection of the center line of the Little Blue River⁽²²⁾ as now exists in October 2024; thence, continuing along said center line, to a point 180 feet east of the East right-of-way of Lee's Summit Road; thence North, along a line parallel with and 180 feet east of said East right-of-way, to a point 300 feet north of the East-West center line extension of Section 25, Township 49 North, Range 32 West; thence West, along a line north and parallel with the East-West center line of Sections 25 and 26, Township 49 North, Range 32 West, to a point 300 feet north and 300 feet east of the center of said Section 26⁽²³⁾; thence South, to a point 300 feet south and 300 feet east of the center of said Section 26; thence West, parallel with and 300 feet south of the center line of Old U.S. Route (Highway) No. 40, to a point on the East line of Section 27, Township 49 North, Range 32 West; thence South, along the East line of Sections 27 and 34, Township 49 North, Range 32 West, to a point 880 feet south of the Northeast corner of said Section 34; thence West, to the Southeast corner of the property of the Consolidated School District #2, also known as Chapel School, located in Section 34, Township 49 North, Range 32 West⁽²⁴⁾; thence North, to a point 180 feet south of the East-West center line of Section 27, Township 49 North, Range 32 West and 845 feet west of the North-South center line of said Section 27; thence East, parallel with the East-West center line of said Section 27, 380 feet to a point 180 feet south of the East-West center line of said Section 27; thence North, to a point

1,401 feet south of the North line of Section 27, and 860 feet east of the Northwest corner of the Northeast Quarter of the Northwest Quarter of Section 27, Township 49 North, Range 32 West; thence East, parallel with the North line of said Section 27, to a point 180 feet east of the North-South center line of said Section 27; thence North, to a point 300 feet southwesterly of the center line of U.S. Route (Highway) No. 40⁽²⁴⁾; thence Northwesterly, 300 feet southwest of and parallel with U.S. Route (Highway) No. 40, to the North-South center line of the Southwest Quarter of Section 17, Township 49 North, Range 32 West; thence North to the Northeast corner of the Northwest Quarter of the Southwest Quarter of Section 17, Township 49 North, Range 32 West; thence East, along the center line of Section 17, to the West line of Blue Ridge Boulevard; thence Northeasterly, along the West line of Blue Ridge Boulevard, to the Northwest corner of the intersection of Blue Ridge Boulevard and Westport Road; thence Northwesterly, along the Easterly line of Blue Ridge Boulevard, to a point 200 feet south of the center line of 27th Street; thence East to the Point of Beginning⁽²⁴⁾.

Index of Cited City Ordinances

No.	Name
(1)	Ordinance 12643 (12498) 1948 Annexation
(2)	Ordinance 14871 (14627) 1961 Annexation
(3)	Ordinance 14871 (14627) 1961 Annexation (Paraphrased)
(4)	Ordinance 12643 (12498) 1948 Annexation (Paraphrased)
(5)	Ordinance 13999 (13898) 1955 Annexation (Paraphrased)
(6)	Ordinance 14869 (14621) 1960 Annexation (Paraphrased)
(7)	Ordinance 14869 (14621) 1960 Annexation and 15543 (15624) 1961 Annexation (Paraphrased)
(8)	Ordinance 19315 2022 Annexation (Paraphrased)
(9)	Ordinance 3032 1974 Annexation (Paraphrased)
(10)	Ordinance 17581 2010 Annexation (Paraphrased)
(11)	Ordinance 18524 2015 Annexation (Paraphrased)
(12)	Ordinance 17136 2008 Annexation (Paraphrased)
(13)	Ordinance 18940 2018 Annexation (Paraphrased)
(14)	Ordinance 19240 2021 De-Annexation (Paraphrased)
(15)	Ordinance 3032 and 3033 1974 Annexation (Paraphrased)
(16)	Ordinance 19145 2020 De-Annexation (Paraphrased)
(17)	Ordinance 3033 1973 Annexation (Paraphrased)
(18)	Ordinance 3035 (2864) 1975 Annexation
(19)	Ordinance 12006 and 12802 1994 Annexation (Paraphrased)
(20)	Ordinance 12929 1995 Annexation (Paraphrased)
(21)	Ordinance 3035 (2864) 1975 Annexation (Paraphrased)
(22)	Ordinance 14675 2000 De-Annexation (Paraphrased)
(23)	Ordinance 14621 (14868) 1960 Annexation (Paraphrased)
(24)	Ordinance 13994 (13899) 1955 Annexation (Paraphrased)

Index of Cited Recorded Subdivision Plats

No.	Name	Book	Page	Document No.
(A)	Hugh L. McElroy Farm Plat	6	4	1911I0078703
(B)	Mc Elroy Heights Plat	8	6	1924I0184482
(C)	Jackson Lithia Place Plat	5	49	1907I0057441
(D)	Fairmount Plat	5	15	1904I0046058
(E)	Cusenbary Homestead Plat	8	10	1924I0186596
(F)	Kemper Place Plat	5	13	1907P0050013
(G)	Silver Lane Lawn Annex Plat	30	64	1968I0030143
(H)	Kentucky Hills (Lots 116 to 532) Plat	21	69	1958I0698538
(J)	Kentucky Hills (Lots 533 to 576) Plat	23	59	1959I0737185
(K)	Elm Grove 6th (Lots 144 thru 189) Plat	109	23	2007E0086685
(L)	Salem East (Lots 136 thru 183) Plat	30	78	1969I0035074
(M)	Parker's Farm Plat	I193	26	2021E0053897
(N)	Windy Point Plat	26	94	1963I0808045
(O)	Falco Industrial Park First Plat	I210	9	2023E0032185
(P)	Falco Industrial Park Conveyance Plat	I196	34	2021E0111092
(Q)	Brittany Ridge 1st (Lots 1 thru 21 and Lots 211 thru 250) Plat	I57	57	1995I1374762
(R)	Brittany Ridge 3rd (Lots 64 thru 120) Plat	I65	62	1999I0068978
(S)	Brittany Ridge 4th (Lots 121 thru 165 and Tracts A thru D) Plat	78	67	2003I0120976

This description prepared by:
Randy G. Zerr, Missouri PLS-2018016442
Renaissance Infrastructure Consulting
102 Abbie Avenue
Kansas City, Kansas 66103

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-104 **2R** An ordinance creating Section 12.05.017 of the Independence City Code for the prohibition of trespassing on a school bus. **2R**

Recommendations:

Staff recommends approval

Background:

This ordinance will officially codify the violation of trespassing on a school bus (i.e., unlawful entry onto a school bus), which has previously been addressed utilizing other, less specific, City Code sections. This ordinance is supported by both the Independence Police Department and the Independence School District.

Emergency Justification:**Fiscal Impact:**

None

Council Action:

**Department /
Contact**

Legal /

REVIEWERS

Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. School Bus Trespass ordinance, 10-11-24

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE CREATING SECTION 12.05.017 OF THE INDEPENDENCE CITY CODE
FOR THE PROHIBITION OF TRESPASSING ON A SCHOOL BUS

WHEREAS, Article 5 of Chapter 12 of the Code of the City of Independence addresses offenses against property; and,

WHEREAS, the State of Missouri sets forth conduct which constitutes the crime of trespassing on a school bus in Missouri Revised Statutes Section 569.155; and,

WHEREAS, the City of Independence desires to add 12.05.017 to the Code of the City of Independence the prohibited conduct set forth in Missouri Revised Statutes Section 569.155;

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

SECTION 1. Section 12.05.017 of the Independence City Code is hereby created to read as follows:

SEC. 12.05.017 – Trespassing on a School Bus

- A. Definitions.** As used in this section, the following terms shall have the meaning indicated in this subsection.
- a. “School bus”** shall mean any vehicle designed to carry more than ten (10) passengers including the driver, when used to transport students to or from school or to transport students to or from any place for educational or school purposes.
- B. Prohibited practice.** A person commits the offense of trespassing on a school bus if he or she knowingly and unlawfully enters any part of or unlawfully operates any school bus.
- C. For the purposes of this section, the terms “unlawfully enters” and “unlawfully operates” refers to any entry or operation of a school bus which is not:**
- a. Approved of and established in a school district’s written policy on access to school buses; or**
 - b. Authorized by specific written approval of the school board.**

SECTION 2. That all other parts and provisions of the City Code remain in full force and effect unless previously or subsequently amended or repealed.

PASSED THIS _____ DAY OF _____, 2024, BY THE CITY COUNCIL OF THE
CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-105 **2R** An ordinance adopting amendments to the Fiscal Year 2024-2025 budget, which was approved by Ordinance No. 19561. **2R**

Recommendations:

Staff recommends approval of this item.

Background:

This ordinance will increase appropriations in the amount of \$3,531,642 in the 2024-25 Operating Budgets of various departments and funds for budget changes that occurred during the current fiscal year that have been requested by operating departments.

Background information for each individual appropriation adjustment is included in an attached document along with an appropriation adjustment amount, the source of funds for the appropriation adjustment and the location of where the appropriation adjustment will be recorded.

Emergency Justification:**Fiscal Impact:**

Increased appropriations due to increased revenues will result in \$0 net impact. Appropriations from the Unassigned Fund Balance will result in an impact of \$3,509,142 for the funds and departments listed below:

Department	Fund	Amount
City Manager	002	(130,000)
City Manager	095	218,600
Human Resources	095	357,500
Police	002	11,152
Parks & Recreation	004	27,000
Events Center	045	1,620
Events Center Capital Fund	046	3,023,270

Council Action:

Department /	City Manager /
Contact	

REVIEWERS

Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Appropriations Ordinance Q1 FY24-25
2. Appropriations Background Q1

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ADOPTING AMENDMENTS TO THE FISCAL YEAR 2024-2025
BUDGET, WHICH WAS APPROVED BY ORDINANCE NO. 19561.

WHEREAS, the adopted Operating and Capital budgets for the 2024-25 fiscal year were approved by the City Council by Ordinance No. 19561; and,

WHEREAS, since that time some circumstances have arisen that necessitate changes to the appropriations established in the adopted budget; and,

WHEREAS, these changes are listed in detail in terms of background, purpose, and funding source in the attached agenda item cover sheet;

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

SECTION 1. Decreased appropriations in the General Fund (002) in the amount of \$130,000 for personnel services and increased appropriations in the Enterprise Resource Planning Fund (095) in the amount of \$130,000 for personnel services from the Enterprise Resource Planning Fund Unassigned Fund Balance.

SECTION 2. Increased appropriations in the Enterprise Resource Planning Fund (095) in the amount of \$88,600 for personnel services from the Enterprise Resource Planning Fund Unassigned Fund Balance.

SECTION 3. Increased appropriations in the General Fund (002) in the amount of \$11,152 for police equipment from Police Forfeiture Fund revenues in the General Fund (002).

SECTION 4. Increased appropriations in the Enterprise Resource Planning Fund (095) in the amount of \$357,500 for personnel software from interfund service charges.

SECTION 5. Increased appropriations in the Tourism Fund (004) in the amount of \$27,000 for SantiCaliGon promotion and sponsorship from the Tourism Fund Unassigned Fund Balance.

SECTION 6. Increased revenues in the amount of \$22,500 from the transfer of vehicles in the Parks Improvement Sales Tax Fund (No. 012) and increased appropriations in the amount of \$22,500 for equipment and vehicles purchases in the Parks Improvement Sales Tax Fund (No. 012).

SECTION 7. Increased appropriations in the amount of \$3,023,270 for transfers out for various projects from the Events Center CID Fund (No. 445) to the Events Center Capital Improvement Fund (No. 046) and increased appropriations in the amount of \$1,620 for transfers out from the Events Center CID Fund (No. 445) to the Events Center Fund (No. 045) for fiber connection fees.

SECTION 8. Increased transfers in in the amount of \$1,620 from the Events Center CID Fund (No. 445) to the Events Center Fund (No. 045) and increased appropriations in the amount of \$1,620 for fiber connection fees in the Events Center Fund (No. 045).

SECTION 9. Increased transfers in in the amount of \$3,023,270 from the Events Center CID Fund (No. 445) to the Events Center Capital Improvement Fund (No. 046) and increased appropriations in the amount of \$3,023,270 for various capital projects in the Events Center Capital Improvement Fund (No. 046).

PASSED THIS _____ DAY OF _____, 2024, BY THE CITY COUNCIL OF
THE CITY OF INDEPENDENCE, MISSOURI.

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

Presiding Officer of the City Council
of the City of Independence, Missouri

I hereby certify that there is a balance,
otherwise unencumbered, to the credit of
the appropriation to which the foregoing
expenditure is to be charged, and a cash
balance, otherwise unencumbered, in the
treasury, to the credit of the fund from
which payment is to be made, sufficient
to meet the obligation hereby incurred.

Source is: As Indicated Above

Director of Finance and Administration
City of Independence, Missouri

City of Independence, Missouri
Supplemental Appropriation Ordinance
Fiscal Year 2024-25

Section 1:

Fund: Various

Department: City Manager

Source: Fund Balance

Description: Decreased expenditures in the General Fund in the total amount of \$130,000 for personnel expenses.

0024022-5100

0024022-5110

0024022-5111

0024022-5112

Increased appropriations in the amount of \$130,000 in the Enterprise Resource Planning Fund in the total amount of \$130,000 for personnel expenses.

0954022-5100

0954022-5110

0954022-5111

0954022-5112

Section 2:

Fund: Enterprise Resource Planning Fund

Department: City Manager

Source: Fund Balance

Description: Increased appropriations in the amount of \$88,600 in the Enterprise Resource Planning Fund in the total amount of \$88,600 for personnel expenses.

0954021-5100

0954021-5110

0954021-5111

0954021-5112

0954021-5113

0954021-5114

0954021-5115

Section 3

Fund: General Fund

Department: Police

Source: Police Forfeiture Funds

Description: The Police Department requests the use of Police Forfeiture Funds for additional appropriations in the amount of \$11,152 for fingerprinting and mugshot devices.

0024514-5402

Section 4:

Fund: Enterprise Resource Planning

Department: Human Resources

Source: Increased Revenues

Description: Increased appropriations of \$357,500, including a 10% contingency, for Dayforce/Ceridian timekeeping and employee payroll software are requested.
0954220-5225

Section 5:

Fund: Tourism

Department: Parks Recreation and Tourism

Source: Fund Balance

Description: Increased appropriations of \$27,000 for SantiCaliGon promotion and sponsorship are requested.
0046061-5205

Section 6:

Fund: Parks Improvement Sales Tax

Department: Parks Recreation and Tourism

Source: Increased Revenues

Description: The Parks Department transferred the park patrol vehicle to the Independence Police Department for \$22,500. Increased appropriations in the amount of \$22,500 from the proceeds for capital outlay purchases is requested.
012-012-3432
0126041-5404

Section 7:

Fund: Events Center CID

Department: Parks Recreation and Tourism

Source: Fund Balance

Description: Increased appropriations in the amount of \$3,024,890 for several projects including a building addition for storage, murals and fiber monthly connections fees for the Independence Events Center is requested.
445-6600-046C
445-6600

Section 8:

Fund: Events Center Fund

Department: Parks Recreation and Tourism

Source: Increased Revenues

Description: Increased appropriations in the amount of \$1,620 for fiber monthly connections fees for the Independence Events Center is requested.

045-045-3503

0454940-5234

Section 9:

Fund: Events Center Capital Improvement

Department: Parks Recreation and Tourism

Source: Increased Revenues

Description: Increased revenues in the amount of \$3,023,270 and increased appropriations in the amount of \$3,023,270 for several projects' capital projects for the Independence Events Center is requested.

046-046-3503-445

0467046-5406

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-106 **2R** An ordinance adopting amendments to the Fiscal Year 2023-2024 budget, which was approved by Ordinance No. 19453. **2R**

Recommendations:

Staff recommends approval of this item.

Background:

This ordinance will increase appropriations in the amount of \$1,227,363.51 in the 2023-24 Operating Budgets of various departments and funds for budget changes that occurred during the current fiscal year that have been requested by operating departments.

Background information for each individual appropriation adjustment is included in an attached document along with an appropriation adjustment amount, the source of funds for the appropriation adjustment and the location of where the appropriation adjustment will be recorded.

Emergency Justification:**Fiscal Impact:**

Increased appropriations due to increased revenues will result in \$0 net impact. Appropriations from the Unassigned Fund Balance will result in an impact of \$657,163.68 for the funds and departments listed below:

Department	Fund	Amount
Various	002	534,640.33
Police Department	065	13,446.20
Municipal Services	090	45,193.98
Non-Departmental	092	620.12
Non-Departmental	093	63,263.05

Council Action:

Department / Contact	City Manager /
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REVIEWERS

Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Appropriations Background Oct.
2. Appropriations Ordinance Year-End Oct

City of Independence, Missouri
Supplemental Appropriation Ordinance
Fiscal Year 2023-24

Section 1:

Fund: General Fund

Department: Various

Source: Fund Balance

Description: Increased expenditures in the General Fund in the total amount of \$534,640.33 for various operating costs as follows:

Increased appropriations in the amount of \$45,425.40 for Voice and Data Systems maintenance services are requested.

0024221-5212

Increased appropriations in the amount of \$39,240.25 for the Police Department for Work Comp Medical Cost premiums are requested.

0024511-5107

Increased appropriations in the amount of \$449,974.68 for interest expense, maintenance & supplies and utilities for the former GEHA building are requested.

0026505-5511

0026505-5211

0026505-5229

0026505-5231

0026505-5232

0026505-5240

0026505-5209

Section 2:

Fund: Marijuana Sales Tax Fund

Department: Police

Source: Fund Balance

Description: Increased appropriations in the amount of \$13,446.20 for initiation service for Project Advocates related to the Justice Center design are requested.

0654511-5226

Section 3

Fund: Central Garage

Department: Municipal Services

Source: Increased Revenues

Description: Increased appropriations in the amount of \$45,193.98 for maintenance and inventory supplies are requested.

0905121-5312

0905121-5314

Section 4:

Fund: Workers Compensation Fund

Department: Finance/City Manager

Source: Increased Revenues

Description: Increased appropriations of \$620.12 for legal services related to workers compensation claims are requested.

0926592-5226

Section 5:

Fund: Risk Management Fund

Department: Finance/City Manager

Source: Fund Balance

Description: Increased appropriations of \$63,263.05 for insurance and bonds requested.

0934293-5207

Section 6:

Fund: Grants Fund

Department: Various

Source: Increased Revenues – Various Grants & donations

Description:

The Health and Animal Services Department was awarded funding for the Childcare Health Consultations Grant Program. The Missouri Department of Health and Senior Services, through a contract with the Health Department, provides funding to support health consultation services offered by the City and to enhance child care health, safety, and nutrition practices in order to improve the health status and ensure safety of children in child care. Appropriations for the total amount of these grants and donations, totaling \$17,207.15, is requested.

0154755-5100-CCHC

0154755-5110-CCHC

0154755-5111-CCHC

0154755-5112-CCHC

0154755-5113-CCHC

0154755-5114-CCHC

0154755-5115-CCHC

0154755-5309-CCHC

015-3219-CCHC

The city received additional Opioid Settlement funds of \$98,813.14. Additional appropriations in the amount of \$98,813.14, is requested.

0154755-5309-OPDS

015-3434-OPDS

The Missouri Department of Health and Senior Services, through a contract with the Health Department, provides funding to conduct environmental childcare inspections and enforce expeditious correction of defects in childcare facilities. Appropriations for the total amount of these grants and donations, totaling \$3,192.15, is requested.

0154755-5100-SAN23

0154755-5110-SAN23

0154755-5214-SAN23

015-3211-SAN23

The Missouri Department of Health and Senior Services, through a contract with the Health Department, provides funding to conduct environmental childcare inspections and enforce expeditious correction of defects in childcare facilities. Appropriations for the total amount of these grants and donations, totaling \$3,000.00, is requested.

0154755-SAN24

015-3211-SAN24

Jackson County, through a cooperative agreement with the Health Department, provides COMBAT funds for the purpose of providing substance use disorder prevention and/or violent crime prevention services. Appropriations for the total amount of these grants and donations, totaling \$90,000.00, is requested.

0154755-5100-COMBT

0154755-5110-COMBT

0154755-5111-COMBT

0154755-5309-COMBT

0154755-5218-COMBT

0154755-5214-COMBT

015-3279-COMBT

The City received Cigna Wellness funds to reimburse for various Wellness activities. Appropriations for the total amount of these grants and donations, totaling \$14,196.09, is requested.

0154201-5204-Cigna

0154201-5226-Cigna

0154201-5309-Cigna

015-3449-Cigna

The Fire Department received a donation from Mid America Regional Council to purchase various equipment. Appropriations for the total amount of these grants and donations, totaling \$12,442.36, is requested.

0154650-5405-MARCD

015-3219-MARCD

Emergency Preparedness received funding from FEMA through the State's Emergency Management Agency for the Emergency Preparedness grant. Funds are used to support the operation of the City's Emergency Preparedness division. Appropriations for the total amount of these grants and donations, totaling \$76,819.05, is requested.

0154023-5140-EP24

015-3210-EP22

The Emergency Preparedness Division received additional supplemental funding on their Medical Reserve Corps grant through the National Association of County and City Health Officials. Appropriations for the total amount of these grants and donations, totaling \$26,250, is requested.

0154023-5309-MRISE

015-3219-MRISE

The Emergency Preparedness Division received funding for the Medical Reserve Strong grant through the State of Missouri. The purpose of the award is to increase the capability of Medical Reserve Corps units to support public health incident responses. Appropriations for the total amount of these grants and donations, totaling \$48,186.34, is requested.

0154023-5100-STRNG

0154023-5116-STRNG

0154023-5302-STRNG

0154023-5309-STRNG

0154023-5206-STRNG

0154023-5202-STRNG

0154023-5213-STRNG

0154023-5402-STRNG

0154023-5203-STRNG

0154023-5226-STRNG

015-3219-STRNG

The Police Department received reimbursement from the Federal Bureau of Investigation (FBI) for overtime worked by police officers who assist with Federal cases. Appropriations for the total amount of the reimbursed funds, totaling \$30,901.64, is requested.

0154550-5102-FBI

015-3219-FBI

The Police Department provides off duty police officers to Hope House, Inc. on an overtime basis for the Guardian program. The objective of the Guardian program is to provide a safe and secure environment for survivors of domestic violence. Appropriations for the total amount of the reimbursed funds, totaling \$123,460.74, is requested.

4550-5102-GUARD

4550-5110-GUARD

4550-5111-GUARD

015-3316-GUARD

The Police Department provides police officers to the Hope House Re-Visit Program. Hope House received COMBAT funding for the purposes of conducting re-visits to homes of domestic violence victims. A portion of the funding is designated for police officer overtime. Hope House will be utilizing an officer to assist with re-visits and to serve protection orders and outstanding warrants to domestic violence offenders, as needed. Appropriations for the total amount of reimbursed funds, totaling \$18,776.78, are requested.

0154550-5102-VISIT

0154550-5110-VISIT

0154550-5111-VISIT

015-3279-VISIT

The Police Department received a donation from Mid America Regional Council to purchase various equipment. Appropriations for the total amount of these grants and donations, totaling \$70,710.60, are requested.

0154550-5405-MARCD

015-3219-MARCD

Community Development received a grant from HCA for intra-city transit for public transportation.

Appropriations for the total amount of this grant, totaling \$5,396.75, are requested.

0154450-5226-HCATR

015-3398-HCATR

The City received funding from the Health Forward Foundation for the Neck Neighborhood dedication and memorial. Appropriations for the total amount of these grant and/or donations, totaling \$14,000, are requested.

0154002-5406-HFWD

0154002-5309-HFWD

015-3279-HFWD

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ADOPTING AMENDMENTS TO THE FISCAL YEAR 2023-2024 BUDGET, WHICH WAS APPROVED BY ORDINANCE NO. 19453.

WHEREAS, the adopted Operating and Capital budgets for the 2023-24 fiscal year were approved by the City Council by Ordinance No. 19453; and,

WHEREAS, since that time some circumstances have arisen that necessitate changes to the appropriations established in the adopted budget; and,

WHEREAS, these changes are listed in detail in terms of background, purpose, and funding source in the attached agenda item cover sheet;

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

SECTION 1. Increased appropriations in the General Fund (002) in the amount of \$534,640.33 for various programs from the General Fund Unassigned Fund Balance.

SECTION 2. Increased appropriations in the Marijuana Sales Tax Fund (065) in the amount of \$13,446.20 for design fees from the Marijuana Sales Tax Unassigned Fund Balance.

SECTION 3. Increased revenues and increased appropriations in the Central Garage Fund (090) in the amount of \$45,193.98 for maintenance and inventory supplies.

SECTION 4. Increased appropriations in the Workers Compensation Fund (092) in the amount of \$620.12 for legal services from the Workers Compensation Fund Unassigned Fund Balance.

SECTION 5. Increased appropriations in the Risk Management Fund (093) in the amount of \$63,263.05 for insurance and bonds from the Risk Management Fund Unassigned Fund Balance.

SECTION 6. Increased revenues in the amount of \$654,352.79 from grants and donations for various departmental programs and services in the Grants Fund (No. 015) and appropriated a total of \$654,352.79 from various departmental grants account in the Grants Fund (No. 015).

PASSED THIS _____ DAY OF _____, 2024, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

Presiding Officer of the City Council
of the City of Independence, Missouri

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the

treasury, to the credit of the fund from which payment is to be made, sufficient to meet the obligation hereby incurred.

City Counselor

Source is: As Indicated Above

REVIEWED BY:

City Manager

Director of Finance and Administration
City of Independence, Missouri